

CO-OPERATIVE "PIGGY-BACK" AGREEMENT
Fuel Card Services and Consigned Fuel Supply

This Co-Operative "Piggy-Back" Agreement for Fuel Card Services and Related Products (the "Agreement") is made by and between **FleetCor Technologies Operating Company, LLC** (herein "**FleetCor**"), with headquarters located at 3280 Peachtree Road, Suite 2400, Atlanta, GA 30305 and **Burnet County** (herein "**Customer**"), with primary offices located at 220 South Pierce, Burnet, TX 78611. This Agreement replaces any prior agreement in place between the parties hereto as to the relationship of the parties effective April 1, 2022 (the "Effective Date").

RECITALS

WHEREAS, Customer is a municipal entity which has been created by the State of Texas and is a public body, subdivision of the State of Texas;

WHEREAS, Customer desires that FleetCor provide Consigned Fuel Supply Products ("Products") and perform Fuel Card Services (the "Services"), and FleetCor desires to provide such Products and perform Services as hereafter defined;

WHEREAS, as set forth herein, Customer and FleetCor have negotiated and agreed to terms regarding the above referenced Products and Services; and,

WHEREAS, this Agreement has also been established in accordance with the terms and conditions as defined under the publicly advertised RFP #21-11 for Fuel Card Services and Related Products, and awarded Contract #R211101 by and between Region 4 Education Service Center ("Region 4 ESC") and FleetCor. Furthermore, Region 4 ESC is the principal procurement agency for OMNIA Partners under Master Intergovernmental Cooperative Purchasing Agreement, which offers Contract #R211101 to Participating Public Agencies nationwide through OMNIA Partners. FleetCor's RFP Response/Proposal for Region 4 ESC RFP #21-11 submitted on August 24, 2021 (herein "RFP Response/Proposal") is a part of Contract # R211101 and together form the basis for the contract for Fuel Card Services and Related Products (herein the "Region 4 ESC/OMNIA Partners Contract #R211101") awarded to FleetCor, to the extent such terms are not specific to OMNIA Partners or Region 4 ESC and except as modified hereby.

WHEREAS, Customer has registered to participate in the cooperative purchasing program administered by OMNIA Partners by either registering on the OMNIA Partners website or by executing a Master Intergovernmental Cooperative Purchasing Agreement with OMNIA Partners.

NOW THEREFORE, for valuable consideration, FleetCor and Customer agree to the foregoing Recitals and further agree as follows:

Article 1. Statement of Work.

(a) FleetCor shall:

(i) Furnish all labor, materials, products and supervision to perform and complete all work as specified in this Agreement, and in strict accordance with those documents and items set forth in Article 12;

(ii) Provide Customer fuel and/or optional maintenance purchasing and fleet reporting services for the term stated herein; and,

(iii) Provide Customer with consigned fuel inventory services as outlined in this agreement and FleetCor's response to Region 4 ESC/National IPA RFP # 21-11, as defined in section titled TAB 7 – FleetCor Terms and Conditions, under Article 7.2. FLEETCOR'S TERMS & CONDITIONS FOR PROVIDING ON-SITE CONSIGNED FUEL SERVICES.

(b) Customer shall

(i) Acquire fuel and receive reporting of fuel usage from FleetCor through the use of the Fuelman Fleet Card (magnetic stripe fleet credit cards, with each a "Card") at card acceptance locations made available by FleetCor and at Customer's on-site refueling locations designated for consigned fuel inventory services as defined in this agreement and FleetCor's response to Region 4 ESC/OMNIA Partners RFP # 21-11.

(ii) Utilize Fuelman purchase controls, reporting and the online account management system provided by FleetCor to manage its fleet of vehicles, drivers and fueling activity (off-site).

Article 2 Contract Price. Customer and FleetCor agree to the pricing structure as specified in Region 4 ESC/OMNIA Partners Contract #R211101 which has been further defined and included below for convenience purposes.

Article 2.1 OPIS Based Cost-Plus Pricing for CONSIGNED FUEL SERVICE

FleetCor agrees to price on-site consigned fuel to Customer based on an OPIS based cost plus pricing formula. Price for fuel products purchased at on-site consigned fuel locations will be equal to the sum of the following:

1. The Austin, TX, OPIS Unbranded Average Rack price as reported by the Oil Price Information Service (OPIS) each Thursday (hereafter "OPIS Newsletter Prices") for each product purchased that calendar week. The fuel price published on each Thursday shall apply to fuel sold during the current week, e.g. the price available on Thursday, the 4th will be effective for fuel sold from Monday the 1st through Sunday the 7th.

Note: OPIS is an independent company that tracks and provides reporting of refiner terminal rack prices to re-sellers by Rack Market. Rack Market or Rack City refers to where petroleum products are sold at the wholesale level from primary storage. Rack refers to loading racks where tanker trucks fill up.

2. Fuel supplier freight as charged FleetCor which should remain constant for the term of the contract barring common carrier increases. The freight rate may include dealer adjustment for equipment maintenance adder and freight adder to provide winter additive for diesel fuel during applicable months.
3. All applicable taxes (Tax Exempt Billing further clarified herein).
4. FleetCor's cost plus service fee or mark-up (margin) per gallon shall be as follows:

All Fuel Grades	<u>\$ 0.085</u>
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Article 2.2 Retail Based Pricing and Rebates for Fuel Purchased at Off-Site/Retail locations.

FleetCor hereby agrees to provide a Retail Based Pricing Program. Price for fuel products purchased by Customer will be equal to retail pump price at the card accepting merchant location (credit price where applicable by merchant), plus applicable Billing Frequency and Payment Terms adder as defined in FleetCor Response to Region 4 ESC RFP # 21-11.

- The Billing Frequency/Payment Terms Adder for Customer's chosen terms (Bi-Weekly Billing with payment due Net 21 Days) shall be 0.005 (1/2 cent) per gallon.

Customer shall receive rebates as illustrated in the volume rebate table (tiered schedule) below. Rebates would apply to transactions at Preferred Network locations and would not apply to gallons at Extended Network (Non-Discount) locations. Rebates earned shall be applied on each billing statement/invoice.

BI-WEEKLY BILLING FREQUENCY VOLUME TIERS	REBATE PER GALLON GASOLINE PRODUCTS	REBATE PER GALLON DIESEL PRODUCTS
< 600	\$0.010	\$0.020
600 – 2,000	\$0.020	\$0.040
2,001 – 4,000	\$0.030	\$0.060
4,001 +	\$0.040	\$0.080

Article 2.3 Extended Network Locations Excluded from Rebate and Never Below FleetCor's Cost.

Non-Discount or Extended Network locations are defined as sites accepting the Fuelman Card that are determined by FLEETCOR to be a part of the Fuelman Network solely to provide added convenience to Clients. Gallons purchased at these Extended Network locations are excluded from volume discounts (rebates) offered. The current list of merchants (subject to future change) with applicable Extended Network Pricing includes:

- Sinclair brand stations at posted retail price.
- Chevron/Texaco brand stations at posted retail price.
- Pilot or Flying J Travel Center Stations, Pilot Convenience Stores, or Pilot unattended card lock stations shall always be priced based on the credit retail price for diesel purchases, the station's retail price for gasoline or DEF Dispensed purchases.
- Love's Country Store / Travel Stop Locations shall always be priced based on the credit retail price for diesel purchases, the station's retail price for gasoline or DEF Dispensed purchases.
- TravelCenters of America (TA) or Petro Travel Centers shall always be priced based on the credit retail price for diesel purchases, the station's retail price for gasoline or DEF Dispensed purchases.
- ARCO brand at posted retail price plus \$0.10 per gallon.
- Buc-ee's locations at posted retail price.

FleetCor reserves the right to never bill Customer for any purchase at a price below FleetCor's cost to settle with the Merchant and in the event the Customer's price (including discounts if applicable and all merchant taxes) calculates to be below FleetCor's cost to settle with the Merchant, FleetCor's cost shall apply.

Article 2.3 Retail-Based Pricing of Alternative Fuels (High Blends of Ethanol or Biodiesel, CNG/LNG, and DEF Dispensed). Alternative Fuels such as Compressed Natural Gas (CNG), Liquefied Natural Gas (LNG / Propane), E85, and high blends of Biodiesel (such as B20, B11, or B10); or evolving fuels such as E15, E30, or Renewable Diesel; or Diesel Exhaust Fluid (DEF) Dispensed, shall be priced based on the station's retail price (credit price where applicable) minus the discounts shown below:

ALTERNATIVE FUEL TYPE	DISCOUNT (Per Gallon)
Compressed Natural Gas (CNG)	\$ 0.000
Liquefied Natural Gas (LNG) / Propane	\$ 0.000
High Blends of Bio-Diesel (B10 or Higher)	-\$ 0.035
High Blends of Ethanol (E85, E15, or E30)	-\$ 0.015
Diesel Exhaust Fluid Dispensed	-\$ 0.015

Article 2.4 Pricing Exceptions – Non-Discount, Extended Network Locations and Never below FleetCor's Cost.

Non-Discount or Extended Network locations are defined as sites accepting the Fuelman Card that are determined by FLEETCOR to be a part of the Fuelman Network solely to provide added convenience to Clients. Gallons purchased at these Extended Network locations are excluded from OPIS based cost-plus

pricing, discounts, or rebates. The current list of merchants (subject to future change) with applicable Extended Network Pricing includes:

- Sinclair brand stations at posted retail price.
- Chevron/Texaco brand stations at posted retail price.
- Pilot or Flying J Travel Center Stations, Pilot Convenience Stores, or Pilot unattended card lock stations shall always be priced based on the credit retail price for diesel purchases, the station's retail price for gasoline or DEF Dispensed purchases.
- Love's Country Store / Travel Stop Locations shall always be priced based on the credit retail price for diesel purchases, the station's retail price for gasoline or DEF Dispensed purchases.
- TravelCenters of America (TA) or Petro Travel Centers shall always be priced based on the credit retail price for diesel purchases, the station's retail price for gasoline or DEF Dispensed purchases.
- ARCO brand at posted retail price plus \$0.10 per gallon.
- Buc-ee's locations at posted retail price.

FLEETCOR reserves the right to never bill Customer for any purchase at a price below FleetCor's cost to settle with the Merchant and in the event the Customer's price (including all merchant taxes before exemption) calculates to be below FleetCor's cost to settle with the Merchant, FleetCor's cost shall apply.

Article 3. Tax Exempt Billing. FleetCor shall provide tax exempt billing for fuel sold to Customer to the extent allowed by the Federal and State Government, rates subject to change. Customer shall provide tax exemption certificates or other related information as required from time to time by FleetCor to establish and maintain its tax exempt status. Current federal taxes that cannot be exempted include the Federal Leaking Underground Storage Tank tax (or "LUST") (\$0.001 per gallon) and the Federal Oil Spill Liability Tax (\$0.0021 per gallon). Current non-exempt State of Texas taxes include the Texas Petroleum Products Delivery Fee (\$0.00087 per gallon) and the State of Texas Gasoline and Diesel Tax (\$0.20 per gallon)

Article 3.1 Sales Taxes on Non-fuel Items. In order to be exempted from State or local Sales and Use Taxes on non-fuel products, Customer must request tax exempt processing of the transaction at the time and point of sale with the card accepting merchant. FleetCor is not the sales tax filer with the State of Texas for non-fuel transactions and therefore cannot file for sales tax exemption refunds on behalf of Customer on non-fuel transactions.

Article 4. Agreement Term. The term of the Agreement shall commence as of the Effective Date, or if later the date in which the agreement has been signed by both parties and continue through **December 31, 2024**, unless otherwise terminated as set forth in Region 4 ESC/OMNIA Partners Contract # R211101. The Region 4 ESC/OMNIA Partners Contract # R211101 allows for two (2) one (1) year renewals through **December 31, 2026**, which if renewed, shall immediately renew this Agreement. The intent of this Agreement Term is to coincide with the term of the Region 4 ESC/OMNIA Partners Contract # R211101.

Article 5. Billing Frequency and Payment Terms. Customer will be billed on a **Bi-Weekly** basis with payment due **Net 21 days** from invoice date. Invoices and Fleet Management Reports are generally made available electronically by Tuesday every other week for the preceding 2 week billing period ending Sunday midnight.

Article 6. On-Site Consigned Fuel Services. FleetCor will provide On-Site Consigned Fuel Services as more specifically defined in FleetCor's response to Region 4 ESC RFP # 21-11, in Section titled TAB 7 – FleetCor Terms and Conditions under article 7.2. FLEETCOR'S TERMS & CONDITIONS FOR PROVIDING ON-SITE CONSIGNED FUEL SERVICES (herein "Onsite Terms & Conditions"). For convenience purposes, these Onsite Terms & Conditions are included under Exhibit 2 to this agreement.

Specific modifications or additional clarifications to Section 7.2 are as follows:

FleetCor shall utilize a third party fuel supplier (Mansfield Oil Company) to assist as Fuel Supplier subcontractor. The parties agree that Mansfield shall be the supplier of fuel to FleetCor and Mansfield shall own the fuel which is stored in Customer's fuel storage tanks. At such time as the fuel leaves the fuel storage tank, title to the fuel is transferred by Mansfield to FleetCor and then immediately from FleetCor to Customer. Customer shall access and purchase the consigned fuel through use of Fuelman fleet credit card swiped at Fuel Control Terminal installed at the location receiving consigned fuel services. Purchases of on-site consigned fuel are integrated into fleet management reporting and billings for off-site retail purchases. Other specific clarifications or modifications for providing consigned fuel services are as follows:

Article 6.1 Customer Refueling Locations to Receive Consigned Services. Properties included in this Agreement for consigned inventory service, Applicable Fuel Grades to be Supplied, and Applicable Supply Terminal for OPIS Pricing are provided in the table below.

Name of Property	Address	City/State	Fuel Grades to be Provided	Supply Terminal (Subject to change)
Burnet County	2911 N US HIGHWAY 281	Burnet, TX 78611	Diesel Unleaded	Austin, TX

Article 6.2 Fuel Control Terminal (FCT) Equipment Costs. Equipment provided and expenses to be paid by the parties for the Term of this Agreement shall be as identified below.

6.2.1 FleetCor will provide and pay for the following:

- a. Existing FuelMaster® brand Fuel Control Terminal fuel pump automation equipment. Herein referred to as "FCT" or "Card Reader".
- b. Replacement FCT equipment as might be determined necessary by FleetCor during the term of the proposed contract.
- c. Installation and Start-up Costs for replacing card readers as might be determined necessary by FleetCor during the term of the proposed contract.
- d. Upgrades if any to Fuel Control Terminal Equipment owned by FleetCor that may be necessary for future transition to Network/IP Processing versus current analog phone line transaction processing.

6.2.2 Customer will provide and pay for the following:

- a. Provide a dedicated, 110 or 220 volt A/C electrical line with required circuits, including all electrical conduit installation from the panel to the fuel control terminal, fuel dispensers and tank monitor (if any). One circuit is required for the terminal, one for each dispenser, one for each tank monitor (if any).
- b. One voice-grade dedicated telephone line, free of disruptive line noise, brought to the Equipment at each property including installation, monthly fees and line sharing device (if required).
- c. Upon contract execution, the parties will work to transition from analog phone lines for FCT transaction processing and capturing of ATG readings, to Network/IP Communication allowing for transaction processing and capture of ATG inventory readings via the Internet. The following will be required for transitioning to Internet processing.
 - i. Customer shall have an option to transition using its own Network (LAN) connection, or using Cellular Connectivity. With LAN connection, the costs of

connecting CAT 5 or similar Ethernet cable pulled to the FCT equipment would be at Customer's expense. With Cellular Connectivity, Customer shall be responsible for the cost of the cellular data plan subscription.

- ii. The transition will require additional pieces of hardware for implementing Network/IP communications. The costs of this hardware shall be quoted and billed to Customer by FleetCor's recommended technology provider (currently ControlScan).
 - iii. There will be a required monthly service fee from technology vendor (ControlScan) to provide a Secure Payment Gateway (SPG) subscription service. Customer will need to establish an account directly with ControlScan and pay for this continued service subscription. The SPG service is required for information security when processing card transactions over an internet connection. For an added monthly fee, ControlScan can also provide the cellular data plan subscription needed for cellular connectivity.
- d. Accurate and acceptable electronic Pulsars on all petroleum dispensing equipment, enabling the fuel control terminal to track product flow through the meters. Pulsar/Meter Calibration, if ever needed for dispensing equipment, shall be at Customer's expense.
- e. Automatic Tank Gauging Equipment ("ATG Equipment") and Access to Readings. An automatic tank gauge will be required for proper inventory/dispatch monitoring. Customer may install either an ATG system capable of remote polling (such as compatible Veeder Root device) or an ATG system that provides web-based access to readings (such as Centeron ATG device commonly used in above ground tank systems). If an ATG system allowing remote polling is installed (i.e. Veeder Root) then Customer shall install and maintain required communication lines and com port/board on the device. This may require cellular modem equipment and connection via cellular subscription. If a system allowing web-based (internet) access to readings is installed (i.e. Centeron), then Customer shall pay all web subscription fees required from the ATG manufacturer. If preferred, FleetCor will arrange for the Centeron subscription and bill Customer a recurring monthly fee for the subscription in normal Fuelman reporting and billing. FleetCor's fuel supplier shall be granted access to the Centeron web subscription to monitor fuel inventory levels. Regardless of type of ATG system chosen by Customer, all costs of installation of ATG equipment shall be paid by Customer.
- f. Upgrades to ATG equipment allowing for Network/IP connection instead of analog phone connectivity. The ATG equipment shall need to be upgraded to allow for internet connectivity, either through Customer's LAN or via cellular data plan. If this is ever required, the following would be required:
- i. We would expect Customer's ATG equipment to require a communications board upgrade, which would be Customer's expense.
 - ii. If Customer prefers LAN connection to the ATG, Customer would need to pull CAT5 or similar Ethernet cable connection to the ATG device, and FleetCor or our fuel supplier can work with Customer's IT staff to implement a secure network-to-network VPN tunnel to the ATG device.
 - iii. If Customer prefers cellular connectivity, a cellular device will be required to allow remote connectivity. While the Cellular Network Modem is the quickest and easiest to set-up, you will incur ongoing monthly cellular data plan costs which would be at Customer's expense. Some governments prefer this approach as it eliminates IT infrastructure costs and the secure VPN tunnel to access the device on customer's local network.

Article 6.3 Initial Inventory Acquisition. For new sites not previously covered by prior agreement between the parties, the parties agree that FleetCor's Fuel Supplier (Mansfield Oil) shall purchase and take title to the initial fuel inventory which is stored in fuel storage tanks at Customer's on-site refueling location. Mansfield shall purchase the initial inventory (if any) from Customer. The gallons to be purchased shall be determined based upon a stick reading and/or ATG reading approved by Mansfield. The price of the fuel shall be the OPIS Unbranded Average at the applicable terminal city and shall be set forth in a Bill of Sale to be executed by both parties.

Article 7. Fleet Card Terms and Conditions. Customer's use of the Fuelman Fleet Card at Fuelman Network retail locations and for the consigned fuel services provided to Customer are governed by FleetCor's General Terms and Conditions submitted under Article 7.1 in FleetCor's RFP response to Region 4 ESC RFP # 21-11 (herein the "TAB 7 - FleetCor Terms and Conditions") and the terms and conditions of this Agreement. In the event of inconsistencies between the TAB 7 - FleetCor Terms and Conditions and this Agreement, this Agreement shall govern.

Article 8. Notices. All notices under this Agreement shall be given to the applicable party at its address, facsimile number, or e-mail address set forth below or at such other address, facsimile number, or e-mail address as the party may later specify for that purpose by notice to the other party. Each notice shall, for all purposes, be deemed given and received to the other parties (i) if sent via the e-mail address stated below and confirmation of the receipt of the e-mail is given; (ii) if given by facsimile, when the facsimile is transmitted to the party's facsimile number specified below and confirmation of complete receipt is received by the transmitting party during normal business hours on any business day or on the next business day if not confirmed during normal business hours; (iii) if by hand, when delivered; (iv) if given by nationally recognized and reputable overnight delivery service, the business day on which the notice is actually received by the party; or (v) if given by certified mail, return receipt requested, postage prepaid, three (3) business days after posted with the United States Postal Service.

Customer: Burnet County
Judge James Oakley
220 South Pierce
Burnet, TX 78611
Phone: (512) 756-5400
Email: judgejamesoakley@gmail.com

Copy to:

FleetCor: FleetCor Technologies Operating Company, LLC
3280 Peachtree Road, Suite 2400
Atlanta, Georgia 30305
Attn: Mark Roberts
Phone: (704) 853-2662
Email: markroberts@fleetcor.com

Copy to: FleetCor Legal Department
3280 Peachtree Road, Suite 2400
Atlanta, Georgia 30305
Fax: (770) 582-8236

Article 9. Severability of Provisions. Each provision of this Agreement is severable from all other provisions in the Agreement. If any provision in this Agreement is declared invalid or unenforceable, the remaining provisions shall remain in effect.

Article 10. Entire Agreement; Previous Agreements Terminated. Subject to Article 12 hereof, this Agreement contains the entire agreement between the parties. Any and all previous agreements between Customer and FleetCor not incorporated into this Agreement with respect to the services as specified in this Agreement, whether written or oral, are hereby expressly terminated.

Article 11. Governing Law. This Agreement shall be governed by the laws of the State of Texas.

Article 12. Agreement Components. The Agreement shall consist of the following component parts:

1. This instrument (Co-Operative "Piggyback" Agreement for Fuel Card Services and Consigned Fuel Supply).
2. November, 9, 2021 Notice of RFP Award Letter from Region 4 ESC (EXHIBIT "3" attached hereto).
3. Region 4 ESC/OMNIA Partners Contract #R211101 between FleetCor Technologies and Region 4 ESC for Fuel Card Services and Related Products. Copy available at OMNIA Partners website: <https://www.omniapartners.com/publicsector>
4. Response to Region 4 ESC RFP # 21-11 submitted August 24, 2021 by FleetCor except as modified by this Agreement. The Region 4 ESC/OMNIA Partners Contract #R211101 includes a complete copy of FleetCor's RFP response beginning on page 22 of the agreement.
5. FleetCor's General Terms & Conditions for Use of Fleet Cards Applicable to OMNIA Partners Participating Public Agencies using the Region 4 ESC Master Agreement No. R211101 for Fleet Credit Card (herein "FleetCor Terms and Conditions"), which are included as EXHIBIT 1 to this agreement.
6. FleetCor's Terms & Conditions for Providing On-Site Consigned Fuel Services (herein "Onsite Terms & Conditions"), which are included as EXHIBIT 2 to this agreement.

This instrument, together with the other documents enumerated in this Article 12, which said documents are as fully a part of this Agreement as if hereto attached or herein repeated, form the Agreement. In the event that any provision or any component part of this Agreement conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 12 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in two (2) original counterparts as of the day and year first written above.

AGREED:

FLEETCOR TECHNOLOGIES OPERATING COMPANY, LLC

By: _____



Printed Name: Mark Roberts

Title: Director, Bids & Contracts

Date: 5/25/2022

AGREED:

BURNET COUNTY

By: _____



Printed Name: Judge James Oakley

Title: County Judge

Date:

EXHIBIT 1

FleetCor's General Terms & Conditions for Use of Fleet Cards Applicable to OMNIA Partners Participating Public Agencies using the Region 4 ESC Master Agreement No. R211101 for Fleet Credit Card

1.1 Security, Loss, Theft, or Unauthorized Use of Card.

1.1.1 General Security. Each Card can be programmed to only allow Fuel or both Fuel & Maintenance services such as oil changes, vehicle washes, etc. Typically, each Transaction is authorized with the Card number, product code, quantity and driver's Driver ID across the proprietary Fuelman network to ensure that the purchase is authorized and limited to the product and quantity (e.g. gallons of Fuel or dollars of Maintenance) that have been pre-approved. This system also helps prevent unauthorized Driver IDs and stolen Cards from being used to make purchases. The product and quantity controls are subject to each Merchant Location's POS Authorization Limitations described herein.

1.1.2 FleetCor's Liability. In the event an unauthorized Transaction occurs, subject to the limitations and Customer responsibilities explained in this section 1.1.1 and in the event that the Account has been issued fewer than ten (10) Cards, FLEETCOR will assume full responsibility for those purchases. If the Account has been issued ten (10) or more Cards, Customer assumes all liability and responsibility for unauthorized Transactions or Account activity.

1.1.3 Customer's Responsibility. It is the responsibility of Customer to ensure proper security controls are kept in place to protect the Cards and Driver IDs and that only authorized employees or agents of Customer use them to make purchases. It is also the Customer's responsibility to lock any inactive, misplaced, or stolen Cards and Driver IDs immediately. Fuelman is not responsible for fraudulent Transactions made on unlocked Cards with valid Driver IDs. Customer should use the online account application to lock Cards and Driver IDs instantly. Alternatively, the Customer can contact Fuelman Customer Service during regular business hours via fax or email with the requested change, in which case Fuelman will make the requested changes within 24 hours and assume responsibility for any unauthorized purchases at that point. All Transactions in which a valid/unlocked Card number was used in conjunction with a valid/active Driver ID will be considered to be authorized Transactions in which Customer is fully responsible for payment. It is also the Customer's responsibility to review the standard fleet management reports and optional eMail exception alerts to identify potential purchasing discrepancies. Customer should instruct its Cardholders to keep any record of their Driver ID separate from the vehicle's Card.

1.1.4 Lost or Stolen Cards. Customer shall report all lost or stolen Cards to FLEETCOR immediately via phone call or email to FLEETCOR's Customer Service department identifying the Card number and such other details concerning the loss or theft of the Cards as are known by Customer. Customer shall be liable for all Transactions made by lost or stolen Cards until midnight of the day that FLEETCOR receives Customer's notice of such lost or stolen Cards. Customer and Guarantor(s) agree to and acknowledge full liability for any losses resulting from any failure to report the loss or theft of Card(s) in accordance with the terms hereof.

1.1.5 Terminated Drivers. It is the Customer's responsibility to lock a terminated driver's Driver ID as explained herein.

1.1.6 Merchant Limitations. The personnel (if any) at a Merchant Location are not the agents or employees of FLEETCOR and FLEETCOR shall not be responsible for the products or services rendered by any of the Merchants or any other liability or damage which arises from the action or negligence of the personnel of any of the Merchants, their agents or their employees.

1.1.7 POS Authorization Limitations. Authorization controls are provided as a convenience to the Customer and are not guaranteed to prevent unauthorized purchases. Specifically, depending on the particular point-of-sale (POS) equipment and Fuel dispenser controls being used by a particular Merchant Location, the product type and spending limit may not be enforceable prior to completing the Transaction. In these situations, the Transaction will still be considered to be authorized, but will be identified as an exception on the Customer's standard fleet management report and reported via email if desired by Customer.

1.1.8 Claims. All claims for defective Fuel or Maintenance must be made to the Merchant operating

the Merchant Location where such Fuel or Maintenance was purchased. Any claim for defective Fuel or Maintenance is waived by Client unless made in writing to Merchant, with a copy to Fuelman, within fifteen (15) days from the date of the purchase of the alleged defective Fuel or Maintenance giving rise to the claim.

1.2 Account Administration and Card Issuance.

1.2.1 Credit Limit. Upon receipt of notice of award of SOLICITATION/contract and signed credit applications from Customer, FLEETCOR will establish an aggregate spending limit for all the Cards issued to Customer under the Account(s) (the "Credit Limit") based on FLEETCOR's evaluation of the Customer's creditworthiness. The initial Credit Limit may have already been established (applicable to existing older accounts already using Fuelman cards issued by FLEETCOR). FLEETCOR reserves the right to increase or decrease this Credit Limit at any time with or without providing notice to Customer. So long as sufficient creditworthiness exists, the intention shall be to have sufficient credit limit to meet the anticipated purchasing projections or purchasing history/activity of the Customer under the billing frequency and terms provided in the SOLICITATION or this response to SOLICITATION.

1.2.2 Administration of Cards. Customer shall be solely responsible for the use, maintenance, administration, and security of the Cards and Driver IDs within Customer's business, including, but not limited to, distributing Cards to, and collecting Cards from, its employees and agents. Notwithstanding any other provision in this Agreement, Customer is responsible for any loss or misuse of Cards by its employees and agents. See section 1.1.1 for more information regarding Customer responsibilities.

1.2.3 Account Administration (Contact Persons). To ensure effective communication between your Fleet Manager or Card Program Administrator, your Accounts Payable Representative, and FLEETCOR, Customer will provide the requested contact information for both an authorized Fleet Contact and Billing Contact. Up-to-date information about your account will be communicated through these designated persons. For example, if your account becomes past due or exceeds the assigned credit limit, or if we have identified suspected fraudulent activity, the listed individuals on the account may be notified electronically to avoid a disruption in service or to confirm whether suspected fraudulent purchases identified are legitimate. Customer shall contact Fuelman customer service or your account manager if any of this information changes for the authorized Fleet Contact or Billing Contact person.

1.2.4 Cancellation of Cards. If, at any time, for any reason, Customer desires to cancel any particular Card, but not the Account, Customer's Representative must notify FLEETCOR via the online application or in writing of such cancellation. Customer's liability for purchases made using the canceled Card shall end at midnight of the day that FLEETCOR receives notice of such Card cancellation. The on-line application allows customer to instantly cancel (lock) cards.

1.2.5 Suspension of Cards. FLEETCOR, at its sole discretion, may suspend or terminate the use of any Card at any time for any reason, including, but not limited to, inactivity, unusual activity, or suspected loss, theft, fraud, or in compliance with the USA Patriot Act. However, nothing in this Agreement shall obligate FLEETCOR to monitor the use of any Card, and, as described in this Agreement, Customer is solely responsible for the use of any outstanding Cards.

1.2.6 Suspension of Account. FLEETCOR reserves the right to suspend or terminate the use of an Account due to substantial change in creditworthiness, late payment (excessive days beyond terms), aggregate outstanding balance owing on the Account (outstanding Account balance and unbilled Transactions) over the Credit Limit or in compliance with the USA Patriot Act.

1.3 Limitation of Liability. THE PARTIES WILL HAVE NO LIABILITY FOR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING CLAIMS FOR LOSS OF PROFITS, WHETHER RESULTING DIRECTLY OR INDIRECTLY TO CUSTOMER, FLEETCOR, GUARANTOR, OR THIRD PARTIES, AND WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR RESULT FROM A BREACH OF THIS AGREEMENT. IN THE EVENT A COURT IN A FINAL, NON-APPEALABLE AWARD FINDS FLEETCOR OR CUSTOMER LIABLE FOR ANY DIRECT DAMAGES, FLEETCOR OR CUSTOMER'S LIABILITY IN THE AGGREGATE FOR SUCH DIRECT DAMAGES WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO FLEETCOR FOR THE THREE (3) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

1.4 Force Majeure. FLEETCOR shall not be liable for failure to perform when such failure is occasioned or caused by circumstances beyond its control.

EXHIBIT 2

FLEETCOR'S TERMS & CONDITIONS FOR PROVIDING ON-SITE CONSIGNED FUEL SERVICES

7.2.1. ON-SITE CONSIGNED FUEL SERVICES.

At Participating Public Agency's (herein "Customer") on-site refueling locations serviced under this proposal, FLEETCOR and its fuel supplier will provide the following services:

- a. Supply and maintain fleet fuel (on consignment) as required by Customer at the designated location(s) for On-Site Access Card Transactions.
- b. Tank Monitoring (for the purpose of keeping fuel in the tanks, not for environmental compliance purposes).
- c. Inventory Management, Control, and Reconciliation (for the purpose of keeping fuel in the tanks, not for environmental compliance purposes).
- d. At qualifying and agreed upon locations, provide Fuel Control Terminal (herein "FCT") equipment (also known as an Island Card Reader) and Repair and Maintenance of the equipment supplied hereunder by FleetCor.

7.2.2. ON-CONSIGNMENT FUEL SUPPLY AND FUEL MANAGEMENT PROGRAM (FUEL SUPPLIERS).

In most markets FLEETCOR will utilize the expertise and services of our nationwide petroleum distributor fuel supplier (Mansfield Oil Company) as a subcontractor to provide fuel inventory meeting specifications as provided for in the Solicitation. However, in certain markets FLEETCOR might use other highly qualified local petroleum distributors who supply other FLEETCOR managed consigned locations. The fuel will be provided on consignment from tank(s) at the Customer's refueling sites owned and operated by Customer. The chosen fuel supplier shall own the fuel which is stored in Customer's fuel storage tanks. At such time as the fuel leaves the fuel storage tank, title to the fuel is transferred by fuel supplier to FLEETCOR and then immediately from FLEETCOR to Customer. Customer shall pay for fuel in accordance with the terms and conditions of the Agreement.

7.2.3. MINIMUM VOLUME EXPECTATIONS FOR CONSIGNED FUEL SERVICES.

To qualify for consigned inventory services, there are certain minimum volume expectations per location, which shall be considered along with the Customer's overall volume (combined on-site and off-site fuel consumption). Typically, a minimum monthly volume threshold of 5,000 gallons per Island Card Reader installed by FLEETCOR prevails, however FLEETCOR reserves the right to not provide consigned, on-site services if the Customer's total on-site and off-site volume is insufficient and in such case we would likely recommend the customer utilize Memo Tracking Services as a possible solution (Customer purchases or owns its own compatible FCT equipment). Another alternative which shall be determined on a case-by-case basis would be for Customer's with extremely low site volumes who insist on receiving consigned services (not Memo Tracking); the customer could purchase and install its own compatible FCT equipment either through FLEETCOR or other petroleum equipment suppliers. Consigned service would be subject to Fuel Supplier approval of a lower volume location.

7.2.4. EQUIPMENT AND SERVICES BY FLEETCOR.

FLEETCOR, with maintenance support assistance from its fuel supplier subcontractor or other vendors will provide a Fuel Control Terminal (FCT) system needed to provide the fuel pump automation and fuel usage tracking for consigned services required in the Solicitation. Fuel

Control Terminals may sometimes be referred to as Island Card Readers because they are mounted on the re-fueling island near the fuel pumps and the equipment reads customer's cards allowing access to the fuel pumps.

7.2.5. INITIAL INVENTORY ACQUISITION.

FLEETCOR's fuel supplier shall purchase and take title to the initial fuel inventory which is stored in fuel storage tanks at Customer's on-site refueling location. The fuel supplier shall purchase and take title to the initial inventory on day of installation of the Fuel Control Terminal or if Customer already owns compatible equipment the day the FCT is converted to Fuelman card processing. The gallons to be purchased shall be determined based upon a stick reading and/or ATG reading approved by the fuel supplier. Generally, the parties (Customer and fuel supplier) shall each have a representative at the location on the day of equipment installation or transition to witness the existing fuel inventory readings. The price of the fuel purchased shall be the OPIS Unbranded Average price at the applicable terminal city on the day of inventory acquisition and shall be set forth in a Bill of Sale to be executed by both parties.

7.2.6. INVENTORY CARRYING COSTS, SUFFICIENT TANKS/PUMPS, SPILLAGE, TRANSFER OF TITLE, SECURITY INTEREST IN FUEL/EQUIPMENT OWNED BY FUEL SUPPLIER OR FLEETCOR.

FLEETCOR or its fuel supplier sub-contractor shall pay all carrying costs for owning the consigned fuel inventory made available at the Customer's on-site refueling locations. Of course, providing this service is predicated on Customer maintaining sufficient tanks, product piping and pumps and automatic tank gauges for the use contemplated hereby. FLEETCOR's fuel supplier shall be the supplier of fuel to FLEETCOR and the fuel supplier shall own the fuel which is stored in Customer's fuel storage tanks. At such time as the fuel leaves the fuel storage tank, title to the fuel is transferred by FLEETCOR's fuel supplier to FLEETCOR and then immediately from FLEETCOR to Customer. Customer shall be billed for fuel as it leaves the nozzle and passes into a vehicle (or tank) in an On-Site Access Card Transaction.

FLEETCOR's Fuel Supplier, rather than FLEETCOR, shall have liability to Customer for damages, losses, costs, expenses, penalties, fines or liabilities of any kind arising out of any overfills or spillages occurring at Customer's properties, to the extent caused by the negligence of the Fuel Supplier.

Customer shall grant a first priority security interest to FLEETCOR and/or FLEETCOR's Fuel Supplier in all fuel inventory stored in Customer's storage tank(s) and for all fuel delivered to Customer's fuel storage tanks hereunder. Customer hereby authorizes FLEETCOR or its fuel supplier to file any and all UCC Financing Statements and any other documents required to evidence or perfect same. Customer also hereby authorizes FLEETCOR to file a UCC Financing Statement evidencing or perfecting its or its Fuel Supplier's ownership of all Equipment hereunder.

7.2.7. INVENTORY MONITORING.

For sake of receiving consigned inventory services, it shall be required that the tanks have in place Automatic Tank Gauging (ATG) system which can be remotely polled or monitored by FLEETCOR or its fuel supplier. Customer authorizes FLEETCOR and its Fuel Supplier to periodically review fuel tank levels via automated tank monitoring equipment that Customer should already have installed on the tank(s), or via stick readings (if ATG equipment is malfunctioning) for the purpose of keeping fuel in the tanks and not for environmental compliance. In the event that the automated tank monitoring system is not functioning properly,

then Customer shall provide FLEETCOR (or its Fuel Supplier, as directed) with a stick reading of the fuel in each tank routinely as might be required Monday through Friday. FLEETCOR's Fuel Supplier will make deliveries to Customer's fuel tank when determined necessary by its fuel supplier's inventory control department. FLEETCOR's or its Fuel Supplier's review of inventory shall be for the purpose of scheduling fuel delivery only and for general accounting purposes.

7.2.8. LEAK DETECTION MONITORING RESPONSIBILITY.

The Customer acknowledges that Contractor's performance of tank monitoring services under this Solicitation is solely for the purpose of keeping fuel in the tanks. The performance of such services does not relieve Customer of any obligations under State or Federal law relating to the UST/AST System's release detection requirements including, but not limited to: its obligation to monitor UST/AST for releases and tank tightness; its obligation to report suspected UST/AST System releases to appropriate agencies; its obligation to maintain appropriate release detection records; and its obligations under relevant provisions of the State Fire Code. It is further acknowledged that Contractor is not responsible for monitoring, detecting, analyzing or reporting of tank leaks or other tank tightness information to Customer or any other person or regulatory agency.

7.2.9. RESPONSIBILITY FOR INVENTORY DISCREPANCIES AND SHORTAGES.

Considering that major malfunctions of petroleum pumping equipment owned by Customers can occur (bad meters in dispensers, bad pulsars attached to mechanical meters in dispensers); and considering the significant dollars involved with fuel inventory caused by escalating fuel prices which has further caused the commodity to be under significant risk and a prime target of theft or removal from fuel storage tanks on Customer properties; for these reasons it is necessary that the responsibility for larger inventory discrepancies (shortages) be clearly explained and understood as provided in the next paragraph.

Fuel invoices and reporting of usage will be based on the transaction data received from the FCT equipment. From time to time, Customer's transaction data totals will be reconciled with the site's automated tank monitor readings from the first day of the relevant period and the gallons recorded on the totalizer. In the event of a discrepancy between these totals (other than small, insignificant shortages due to normal fuel evaporation and shrink), the tank monitoring fuel readings will control, and FLEETCOR reserves the right to adjust the fuel dispersed for the relevant period accordingly. However, in the event that the automated tank monitoring system is not functioning properly, then Customer shall provide FLEETCOR (or its Fuel Supplier, as directed) with a stick reading of the fuel in each tank routinely as might be required. In any such situation, the Customer will be billed for unaccounted gallons (other than small insignificant shortages due to normal evaporation and shrink) and will be notified in the event of such discrepancies. At sites where ATG's are not functioning properly, FLEETCOR shall be authorized to balance manual stick readings with fuel delivery data and Customer's transaction data in invoicing Customer.

7.2.10. ACCESS FOR DELIVERY, UST/AST REGULATORY COMPLIANCE.

FLEETCOR's fuel supplier shall be authorized to enter upon Customer's refueling location at times when facility is open to make fuel deliveries and/or to otherwise access the fuel in the fuel storage tank(s), as the fuel supplier deems necessary.

The Customer hereby acknowledges that it is the owner and/or operator of all underground and/or aboveground storage tank(s), connected underground/aboveground piping, ancillary equipment and containment systems on existing Customer facilities designated as on-site fueling operations hereunder (the "UST/AST System"). FLEETCOR and its fuel supplier have no control of, or responsibility for, the operation of the UST/AST System. As owner/operator of the UST/AST System, the Customer is responsible for compliance, and shall comply, with current and future federal, state and local laws and regulations applicable to the UST/AST System including spill prevention containment and contingency ("SPCC"), as well as all other pertinent environmental laws and regulations. Without limiting the generality of the foregoing, the Customer shall be responsible for compliance with the following requirements with respect to the UST/AST System: registration; payment of all registration, monitoring, maintenance and other fees; reporting; record keeping; replacements; release detection, reporting, investigation, containment, response and corrective actions; assurance of financial responsibility; closure; and compensation of claims for bodily injury, death, exemplary damages, property damage and natural resources damages caused by or arising from, in whole or in part, a release from any UST/AST System. FLEETCOR and its fuel supplier shall have no responsibility, obligation or liability with respect to the ownership or operation of any UST/AST System or compliance with federal, state, or local laws and regulations applicable to an owner or operator of the UST/AST System.

7.2.11. CONSIGNED FUEL STORAGE TANK AND PUMP EXPECTATIONS, PROOF OF REGISTRATION.

Neither FLEETCOR nor its fuel supplier shall be liable for installing or owning fuel storage tanks or pumps of any kind. The participants under this contract must already have installed tanks and pumps sufficient for the use contemplated herein. Before deliveries occur by FLEETCOR's fuel supplier, the Customer shall provide proof of up-to-date UST or AST registrations as might be required by Federal, State or local law.

7.2.12. FUEL CONTROL TERMINALS FOR ON-SITE AUTOMATION (HARDWARE OWNERSHIP AND MAINTENANCE).

At Customer locations approved for consigned services, FleetCor may agree to purchase Fuel Control Terminal (FCT) equipment/hardware, for installation on the confirmed Customer properties to receive consigned service.

7.2.13. SITE SURVEY FORM.

Customer shall assist FLEETCOR by completing a consigned Site Survey Form that is necessary prior to ordering equipment. The Customer shall notify FLEETCOR via the Site Survey Form of exactly the sites designated to receive consigned inventory services. Once a final determination of the exact sites and equipment agreed to be implemented by FLEETCOR is determined, and once an authorization to proceed under this agreement is issued to FLEETCOR by Customer, FLEETCOR shall order and implement the equipment. The equipment and system implementation costs to be provided by the parties are as follows:

7.2.14. EQUIPMENT/IMPLEMENTATION COSTS PAID BY FLEETCOR.

For locations where FLEETCOR agrees to provide consigned inventory services, FLEETCOR will provide the following equipment, implementation costs:

- a. Fuel Control Terminal island card reader equipment. Herein referred to as "FCT" or "Card Reader".
- b. FCT Equipment Installation/Startup. The basic cost associated with mounting the pedestal and FCT on the fuel island, and startup of the FCT shall be paid by

FLEETCOR. Start-up costs SHALL NOT include pulling wire and electrical which should already be in place (at Customer's expense) at time of start-up.

NOTE: FLEETCOR reserves the right to charge a Start-up Fee of **\$2,500** for each FCT device installed and started up.

For Customer locations designated to receive consigned inventory services, the costs identified above have been factored into FLEETCOR's margin per gallon quoted **in our pricing proposal**. If Customer already owns FCT equipment, or if Customer chooses to purchase, own and maintain its own FCT equipment that is compatible with the Fuelman network, and if FLEETCOR is not required to provide, install or upgrade such equipment, then the quoted markup in our Pricing Proposal may be reduced by FLEETCOR, which shall be mutually agreed to by the parties at the time. Anticipated Site volumes and overall equipment costs can vary greatly so the reduction to quoted prices must be determined on a case-by-case basis should Customer own and maintain the FCT equipment.

7.2.15. UTILITIES, EQUIPMENT AND INSTALLATION COSTS PAID BY CUSTOMER.

The Customer will provide the following at the on-site refueling locations to be automated by Contractor:

- (a) A dedicated 110, or 220 volt A/C electrical line with required circuits (a minimum of one circuit for the terminal, one for each dispenser and one for each tank monitor. Adequate electrical wiring and conduit shall terminate at the desired FCT/Island Card Reader location for installation and hook-up of a typical Island Card Reader device.
- (b) Communications lines, data plan subscriptions and equipment upgrades for internet transaction processing, which might include:
 - (i) Either Network-to-Network (LAN) connection or connection using Cellular Data Plan for Internet processing of transactions. With LAN connection, the costs of connecting Ethernet cable to the FCT equipment would be at Customer's expense. With Cellular Connectivity, Customer shall be responsible for the cost of the cellular data plan subscription.
 - (ii) Additional pieces of hardware for implementing Network/IP communications. The costs of this hardware shall be quoted and billed to Customer by FleetCor, or Customer can purchase the equipment needed directly from the recommended technology provider (ControlScan).
 - (iii) There will be a required monthly service fee from technology vendor (ControlScan) to provide a Secure Payment Gateway (SPG) service. Customer shall establish an account directly with ControlScan for this service.
 - (iv) For Fuel Control Terminals owned by ASC Members, upgrades to Fuel Control Terminal Equipment necessary for transition to Network/IP Processing to the Fuelman authorizer instead of typical analog phone line connectivity.
- (c) Electronic Pulsars installed on all petroleum dispensing equipment suitable for the use contemplated in this bid enabling the contractor's FCT/Island Card Reader to track product flow through the Customer's dispenser meters. The Customer will be responsible for maintenance of the Pulsars and/or meters in its fuel dispensing equipment including meter calibrations as may be determined necessary from time to time.
- (d) Customer owned Automatic Tank Gauging (ATG) equipment that is currently installed, owned and maintained by Customer. Customer shall be responsible for maintenance of the ATG equipment including ATG Probes, communication ports on

the devices and all required communication lines to the ATG equipment. The Contractor or Fuel Supplier shall be allowed to dial into Customer's ATG devices to capture tank inventory readings. For sites with aboveground tanks that utilize Centeron or similar monitoring equipment, Customer shall be responsible for any subscription fees to the manufacturer required to monitor inventories.

- (e) For sites where volume does not qualify for FCT equipment provided by FLEETCOR, Customer shall purchase and own FCT/Island Card Reader (ICR) equipment. Customer shall be responsible for all maintenance (including Extended Maintenance or Support Fees) as might be determined necessary or desirable from the original equipment manufacturer.

7.2.16. MAINTENANCE OF EQUIPMENT AND CALIBRATION.

FLEETCOR or its fuel supplier shall be responsible for maintaining (other than Equipment calibration) its Equipment as required in good working order. However, if any FLEETCOR or fuel supplier owned Equipment fails to be in good working order as a result of any vandalism or misuse of the Equipment or the result of "acts of God" (such as lightning strikes, tornadoes and similar occurrences), then the Customer shall be solely responsible for the cost of any necessary repairs. Customer shall be responsible for insuring the Equipment against such occurrences if necessary. Customer will be responsible for maintaining the calibration of all fuel dispensing or pumping equipment including meter and pulsar calibration. If Contractor determines it is necessary to provide calibration services, Customer will be responsible for all additional charges and fees associated therewith. Customer shall be responsible for maintenance of all other Customer owned equipment and shall ensure such equipment remains in good working order such as to not prevent On-Site Access Card Transactions. FLEETCOR or its fuel supplier shall provide all contact information for reporting equipment related problems or fuel delivery questions or problems.

In the event that Equipment malfunctions or fails, or in the event of fuel delivery problems or requests, Customer shall notify FLEETCOR's Fuel Supplier within 24 hours of the equipment malfunction or problem. With sites supplied by Mansfield Oil the following contact information would prevail however the contact numbers would change for any other fuel suppliers used by FLEETCOR.

- During normal business hours, 8:00 a.m. to 5:00 p.m. EST, Customer may reach FLEETCOR's Fuel Supplier's Monitoring Center Personnel at **Mansfield Oil at 800-843-0134, ext. 2122 or 2123.**
- Outside of normal business hours, Customer should contact **Mansfield Oil's** Monitoring Center at **678-414-5625**.

Regardless of fuel supplier, an Email or phone communication regarding any equipment or fuel delivery problems to FLEETCOR's assigned business manager over consigned fuel supply is recommended. This should be reported to:

- **Alice Hafkey at (630) 698-5104 or ahafkey@fleetcor.com.** Alice works closely with the fuel supplier to make sure all equipment or fuel delivery problems are addressed.

7.2.17. MORE INFORMATION REGARDING FUEL CONTROL TERMINALS AND FUEL SITE AUTOMATION.

The brand of Fuel Control Terminal that FLEETCOR typically utilizes is our own Comdata SmartSite equipment, or our system works well with FuelMaster[®] manufactured by Syn-Tech Systems, Inc.

The expected time frame from start to finish for purchasing and installing FCT equipment and implementing consigned inventory services would typically be about 7 or 8 weeks. A site survey should be completed by the Customer prior to equipment order, then FLEETCOR orders equipment, delivery of equipment to the installer usually occurs within 6 weeks (usually quicker). Installation is scheduled immediately upon receipt of equipment.

The expected downtime for the refueling location when equipment is installed is a day or less. This is provided all necessary electrical wiring by Customer is in place. If fuel site has never had FCT equipment installed and extensive wiring is required, FLEETCOR will provide the wiring schematics to Customer so that it can have this portion of the job completed prior to scheduled FCT equipment installation date. Typically, if an FCT device has been installed previously, the wiring can be utilized however this must be determined with each location. The communication line (i.e. Ethernet cable) or cellular data plan, modem and ControlScan equipment must be at the location (by Customer) prior to date of equipment installation.

The Start-up Fee for locations installed or started up by FLEETCOR under this Solicitation is **\$2,500** per FCT (location). This start-up fee would apply to either consigned or memo tracking sites where FLEETCOR handles the startup. FLEETCOR will utilize accredited and properly insured petroleum equipment installers for installing the FCT equipment.

EXHIBIT 3

NOVEMBER 9, 2021 NOTICE OF AWARD LETTER FROM REGION 4 ESC



November 9, 2021

Mr. Randy Morgan
rmorgan@comdata.com
Chief Operating Officer
FleetCor Technologies, Inc. through its subsidiaries:
FleetCor Technologies Operating Company, LLC and Comdata, Inc.
3280 Peachtree Road, Suite 2400
Atlanta, GA 30305

Re: Award of Contract #R211101

Dear Mr. Morgan:

Per official action taken by the Board of Directors of Region 4 Education Service Center on October 26, 2021, we are pleased to announce that FleetCor Technologies, Inc. through its subsidiaries: FleetCor Technologies Operating Company, LLC and Comdata, Inc. has been awarded an annual contract for the following, based on the sealed proposal (RFP #21-11) submitted on August 24, 2021:

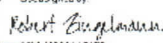
<u>Commodity/Service</u>	<u>Supplier</u>
Fuel Card Services and Related Products	FleetCor Technologies, Inc. through its subsidiaries: FleetCor Technologies Operating Company, LLC and Comdata, Inc.

This contract is effective January 1, 2022 and will expire on December 31, 2024. As indicated above, your contract # is R211101. This contract may be renewed annually for an additional two (2) years if mutually agreed upon by Region 4 ESC/OMNIA Partners, Public Sector and FleetCor Technologies, Inc. through its subsidiaries: FleetCor Technologies Operating Company, LLC and Comdata, Inc.

Your participation in the proposal process is appreciated and we look forward to a successful partnership. Please feel free to provide copies of this letter to your sales representative(s) to assist in their daily course of business.

If you have any questions, please contact Christine Dorantes, the Contract Manager assigned to your contract, at (615) 431-8182 or christine.dorantes@omniapartners.com.

Sincerely,

Digitally signed by

Robert Zingelmann
Robert Zingelmann
Chief Financial Officer, Finance and Operations Services

Region 4 Education Service Center • 7145 West Tidwell Road • Houston, Texas 77032-2936
Phone: 713.462.7798 • Fax: 713.794.6514 • www.r4esc.net
Pat W. Hill, J.D., Executive Director