SuperFleet®

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SuperFleet

Speedway LLC
500 Speedway Drive
Enon, OH 45322
800.428.4016

March 13, 2014

Enclosed is a proposal by Speedway LLC (Speedway) to supply fuel through our SuperFleet Commercial Credit / Fleet Card at accepting retail locations.

Statement of Interest:
Speedway is interested in providing for your Fleet Card Service needs. Speedway can provide for this need as we are a convenience store chain that operates over 1,400 stores in nine states throughout the Midwest. Speedway is a wholly owned subsidiary of Marathon Petroleum Company LLC. Through our SuperFleet program we have network of over 7,000 locations throughout the United States.

Speedway is currently involved with supplying fuel to over 800 governmental agencies. These governmental agencies are currently using approximately 12 million gallons of fuel a year. The three largest governmental accounts include: City of Columbus OH, City of Indianapolis, IN, and City of Massillon, OH. These top three governmental customers are currently purchasing approximately 2.6 million gallons of fuel a year.

In addition to the governmental agencies, Speedway also supplies fuel to large commercial businesses. Some of these large commercial businesses include: Frito Lay, Pepsi, and Cincinnati Bell. These top three commercial customers are currently purchasing approximately 6 million gallons of fuel a year.

Contact Information
For any questions concerning this proposal please contact:

Ed Cornish (emcornish@superfleet.net)
Coordinator, Fleet Sales
Speedway LLC
500 Speedway Dr
Enon, OH 45323
(937) 863-6730

Lexington Fayette Urban County Government

Division of Central Purchasing

Lexington Kentucky

Horse Capital of the World

INVITATION TO BID #38-2014

Commercial Fuel

NOTICE TO BIDDERS

Bid Opening Date: March 17, 2014

Bid Opening Time: 2:00 PM

Address: 200 East Main Street
3rd Floor, Room 338

****

Pre Bid Meeting: N/A

Pre Bid Time: N/A

Address: N/A

INVITATION TO BID

Bid Invitation Number: **#38-2014** Date of Issue: **03/3/2014**

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **03/17/2014**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

Division of Central Purchasing
200 East Main Street, Room 338
Lexington, KY 40507, (859) 258-3320

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.

All bids must have the company name and address, bid invitation number, and the commodity/service on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: See Specifications

Bid Security Required: ___Yes _X_No Performance Bond Required: ___Yes _X_No
Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).

Quantity	Commodity/Service
Price Contract	**Commercial Fuel**

Check One:	**Proposed Delivery:**
_____Bid Specifications Met X_____Exceptions to Bid Specifications. *Exceptions shall be itemized and attached to bid proposal submitted.*	1_____days after acceptance of bid.

Procurement Card Usage

_____Yes
X_____ No

The Lexington-Fayette Urban County Government will be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards?

Submitted by: Speedway LLC
Firm
500 Speedway Drive, A 3057
Address
Enon, OH 45322
City, State & Zip

Bid must be signed: (original signature)

Signature of Authorized Company Representative – Title

Representative's Name (Typed or printed)

937-863-6730 877-605-7294
Area Code - Phone – Extension *Fax #*

EMCSuperFleet@speedway.com
E-Mail Address

APPROVED AS TO FORM 2/3/2014

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

Comes the Affiant, Speedway LLC, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Steve Sorrow and he/she is the individual submitting the bid or is the authorized representative of

Speedway LLC,

the entity submitting the bid (hereinafter referred to as "Bidder").

2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.

6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

STATE OF Ohio

COUNTY OF Clark

The foregoing instrument was subscribed, sworn to and acknowledged before me by Steve Sorrow on this the 13th day of March, 2014.

My Commission expires: 9/1/15

NOTARY PUBLIC, STATE AT LARGE

NOTARIAL SEAL STATE OF OHIO

LEE ANN WARREN
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
September 01, 2015
Recorded In
Clark County

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

APPROVED AS TO FORM 3/13/14

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to **www.Energystar.gov**). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

These products use 25 to 50% less energy
Reduced energy costs without compromising quality or performance
Reduced air pollution because fewer fossil fuels are burned
Significant return on investment
Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to **www.Greenseal.org** to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes X____ **No**_____

II. Bid Conditions

A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.

B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.

C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.

D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.

E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.

F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.

G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.

H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.

I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.

J. All bids mailed must be marked on the face of the envelope:

"Bid on #38-2014 Commercial Fuel"

and addressed to: Division of Central Purchasing
200 East Main Street, Room 338
Lexington, Kentucky 40507

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.

K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.

L. A certified /cashier's check or Bid Bond in the amount of **N/A** percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been

delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified / cashier's check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.

M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.

N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.

O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.

P. All material furnished hereunder must be in full compliance with OSHA regulations.

Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.

R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.

S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;

(2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;

(3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.

The Act further provides:

KRS 45.610. Hiring minorities - Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

It is recommended that all of the provisions above quoted to be included as special conditions in each contract. In the case of a contract exceeding $250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the

contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

(1) Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and

(2) Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

III. Procurement Contract Bid Conditions

A. The terms of this agreement shall be for 1 year from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be extended for an additional 1 year renewal upon the written agreement of the bidder and the Lexington-Fayette Urban County Government. Said agreement must be in writing and must be executed prior to the expiration of the current agreement.

B. Price Changes **(Space Checked Applies)**

(XXX) 1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After the first 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.

() 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.

() 3. Procurement Level Contract

C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.

D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.

E. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.

F. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.

G. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.

2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.

3. Addenda: All addenda, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.

4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.

6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.

8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.

10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.

12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.

16. Governing Law: This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.

17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened

against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.

18. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.

19. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

Signature

3-13-14
Date

APPROVED AS TO FORM
3/13/14

EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- Section 503 of the Rehabilitation Act of 1973 states:

  The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

  The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

****

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

Signature

Speedway LLC
Name of Business

APPROVED AS TO FORM
8/13/14

Lexington-Fayette Urban County Government Fuel Service Specifications

Purpose:

1. To establish a price contract for the purchase of various grades of unleaded gasoline, on-road diesel and on-road bio-diesel fuel for vehicles of the Lexington-Fayette Urban County Government. The vehicles fueling under this contract will consist of gasoline and diesel fueled automobiles, vans, and pickup tucks (approx. 1200) as well as large diesel fueled vehicles (approx. 250) such as Refuse and Fire trucks. Contractor shall provide fuel through numerous outlets dispersed across Fayette County.

2. Based on historical data the LFUCG estimates purchasing approximately 1,000,000 gallons of fuel per year for the duration of this contract. This statement in no way obligates the LFUCG for any purchases or amounts.

General Requirements:

1. Bidder must submit a list of all stations located in Lexington and Fayette County. List shall include complete address, phone number, days of operation, hours of operation, and fuel types available for each station. Successful bidder shall make additional lists available to all LFUCG drivers.

   The number of stations that are accessible 7 days a week, 24 hours a day plus the total number f stations available and their distribution throughout the county will be considered wohen evaluating bids.

2. Bidder must provide a unique identity instrument (card, key, etc.) for each LFUCG vehicle and a personal identification number (PIN) for each driver in the program. **Bidder must be able to transfer all currently assigned PIN numbers.** PIN numbers shall have a minimum of six digits. The vendor's system shall capture the following data:

A. Vehicle Number and Driver Identification (number and/or name)

B. Odometer Reading

C. Gallons of Fuel

D. Type of Fuel

E. Transaction Date

F. Dollar Amount of Transaction

3. Bidder's access and data capture system shall provide the following:

   A. The ability to limit a driver's fueling activity to only those vehicles in his/her department.

   B. Point-of-Sale odometer reasonability check. Entered odometer readings shall be checked against last received entry. A reasonable odometer entry shall be required before a transaction is authorized. LFUCG shall be provided with the ability to override the odometer mechanism and to adjust reasonability parameters.

   C. Online access for ordering cards, activating and deactivating cards, the ability to **view transaction history in real time** and to activate and deactivate PIN numbers in real time.

   D. **Maximum delivery time to LFUCG Fleet Services, located at 669 Byrd Thurman Lexington, KY, for vehicle identification instruments (cards, etc.) shall be three business days.**

E. Recognition and refusal of duplicate PIN assignments

4. Account shall be invoiced bi-weekly accompanied by printouts of all transaction data for the invoiced amount. Each invoice shall represent two entire calendar weeks, invoices for more than two calendar weeks or partial weeks will not be accepted. A calendar week begins at 12:01 am on a Monday and ends on a Sunday at midnight. Bi-weekly invoice amounts must reconcile with electronically transmitted transaction data for that bi-weekly period.

5. In addition to the bi-weekly transaction reporting, **transaction data shall be electronically transmitted on a bi-weekly** basis to the LFUCG. All transaction data for a given bi-weekly period shall be submitted no later than three (3) business days after the last day of said bi-weekly period. Invoice amounts shall reconcile completely with electronically transmitted data and transaction printouts. LFUCG reserves the right to withhold payment on any amounts that do not properly reconcile until such a time as any discrepancies are resolved.

6. **The Lexington-Fayette Urban County Government as a local government is exempt from Federal tax on fuel.** This tax shall be calculated by the successful bidder and shown as a deduction on the invoices. Under no circumstances will the LFUCG be invoiced for Federal taxes. Our tax exempt number will be provided to the successful bidder.

7. Bi-weekly invoicing **shall be per LFUCG Vehicle Number** stating for each day of given bi-weekly period the gallons purchased and cost per gallon. **Daily Cost per Gallon shall equal OPIS pricing plus applicable Federal, State, and Local taxes plus contract markup.**

8. **It would be required for LFUCG to have priority over the public during a declared emergency by the City.**

   The LFUCG is asking bidder to supply a letter indicating the LFUCG will be placed on the highest priority for fuel consumption at bidder's fueling locations when an emergency is declared by the City. The successful bidder shall be notified and shall make arrangements for sufficient fuel to be on hand at bidders fueling locations to meet the City's emergency vehicle needs. The City's emergency vehicles are identified as Refuse, Dump, Police and Fire. Additional units may be added if the emergency requires.

9. **Pricing:**

- Pricing shall be based on the contract average terminal price from end-of-day report as published by OPIS, for location and date of sale. Example: If fuel is purchased in Fayette County the price will be taken from the OPIS report for Lexington, KY. Bid price shall exclude taxes, mandated fees, and Superfund items. **Primary fuel purchased under this contract is regular unleaded gasoline.**

Fuel Type	**Contract Bid Price per gallon over OPIS**
No. 2 On-Road Diesel Fuel	$ .0574 per gallon over OPIS
No. 2 On-Road Bio-Diesel Fuel	$ N/A per gallon over OPIS
Regular Unleaded Gasoline (min 87 octane)	$ .0555 per gallon over OPIS
Mid-Grade Unleaded Gasoline (min 89 octane)	$ .0555 per gallon over OPIS
Premium Unleaded Gasoline (min 91 octane)	$ .0555 per gallon over OPIS

INDEMNIFICATION AND HOLD HARMLESS PROVISION

(1) It is understood and agreed by the parties that Vendor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Vendor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Vendor") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

(2) Vendor shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Vendor's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Vendor; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.

(3) In the event LFUCG is alleged to be liable based upon the above, Vendor shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.

(4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

FINANCIAL RESPONSIBILITY

VENDOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AAND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

VENDOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect OWNER against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by LFUCG. The cost of such insurance shall be included in any bid:

Coverage	Limits
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, $1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	$500,000.00

The policies above shall contain the following conditions:

a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.

b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.

c. The General Liability Policy shall include a Products Liability, Environmental Casualty and Pollution Liability endorsements unless deemed not to apply by OWNER.

d. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

e. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by OWNER, evidence of renewal of an expiring policy must be submitted to OWNER, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon

review of evidence of VENDOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If VENDOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, VENDOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

a. Latest audited financial statement, including auditor's notes.

b. Any records of any self-insured trust fund plan or policy and related accounting statements.

c. Actuarial funding reports or retained losses.

d. Risk Management Manual or a description of the self-insurance and risk management program.

e. A claim loss run summary for the previous five (5) years.

f. Self-Insured Associations will be considered.

Verification of Coverage

VENDOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

VENDOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

VENDOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging VENDOR for any such insurance premiums purchased, or suspending or terminating the work.

00337047

SuperFleet

Complete Site list available at: www.superfleet.net

SuperFleet Location List

Store	Brand	Address	City	County	ST	Zip Code	Phone	Gasoline	Diesel	24 Hr
9398	SuperAmerica	3393 Tates Creek Rd	Lexington	Fayette	KY	40502	(859) 268-4104	Yes	Yes	Yes
9395	Speedway	2301 Paris Pike	Lexington	Fayette	KY	40505-1963	(859)293-2361	Yes	No	Yes
9596	Speedway	246 Southland Dr	Lexington	Fayette	KY	40503-1933	(859)278-8337	Yes	No	
9675	Speedway	819 S Limestone	Lexington	Fayette	KY	40508-3222	(859)252-6994	Yes	No	Yes
9332	Speedway	911 Beaumont Center Pkwy	Lexington	Fayette	KY	40513-1701	(859)223-5655	Yes	Yes	Yes
9334	Speedway	2910 Tates Creek Rd	Lexington	Fayette	KY	40502-2924	(859)269-3885	Yes	Yes	
9393	Speedway	2290 Elkhorn	Lexington	Fayette	KY	40505-4818	(859)293-5842	Yes	Yes	Yes
9394	Speedway	1001 Georgetown Rd	Lexington	Fayette	KY	40511-1069	(859)389-8027	Yes	Yes	Yes
9397	Speedway	1281 New Circle Rd	Lexington	Fayette	KY	40505-4248	(859)255-3736	Yes	Yes	Yes
9402	Speedway	2997 Liberty Road	Lexington	Fayette	KY	40509-4338	(859)264-1660	Yes	Yes	Yes
9512	Speedway	515 Euclid Ave	Lexington	Fayette	KY	40502-1735	(859)266-6390	Yes	Yes	Yes
9591	Speedway	2301 Versailles Rd	Lexington	Fayette	KY	40504-1605	(859)233-9798	Yes	Yes	Yes
9593	Speedway	2900 Richmond Rd	Lexington	Fayette	KY	40509-1713	(859)266-4218	Yes	Yes	Yes
9621	Speedway	2490 Nicholasville Rd	Lexington	Fayette	KY	40503-3157	(859)278-2777	Yes	Yes	Yes
9651	Speedway	5360 Athens Boonesboro Rd	Lexington	Fayette	KY	40509-9491	(859)263-5279	Yes	Yes	Yes
9658	Speedway	900 Winchester Rd	Lexington	Fayette	KY	40505-3933	(859)254-4182	Yes	Yes	Yes
9667	Speedway	716 N Broadway	Lexington	Fayette	KY	40508-1402	(859)255-6299	Yes	Yes	
9677	Speedway	1401 Leestown Rd	Lexington	Fayette	KY	40511-2041	(859)253-4704	Yes	Yes	Yes
9699	Speedway	803 S Broadway	Lexington	Fayette	KY	40504-2601	(859)253-1773	Yes	Yes	
9704	Speedway	447 E New Circle Rd	Lexington	Fayette	KY	40505-2618	(859)293-5836	Yes	Yes	
9728	Speedway	3660 Boston Rd	Lexington	Fayette	KY	40514-1545	(859)223-4469	Yes	Yes	Yes
10488	Marathon	3470 RICHMOND RD	LEXINGTON	FAYETTE	KY	40509	859-543-8358	Yes	No	Yes
120220	Marathon	313 W NEW CIRCLE RD	LEXINGTON	FAYETTE	KY	40505	859-294-0013	Yes	No	No
123893	Marathon	801 E MAIN ST	LEXINGTON	FAYETTE	KY	40502	859-269-8400	Yes	No	No
123919	Marathon	2397 NICHOLASVILLE ROAD	LEXINGTON	FAYETTE	KY	40503	859-276-0716	Yes	No	No
124529	Marathon	531 SOUTHLAND DR	LEXINGTON	FAYETTE	KY	40503	859-280-2141	Yes	No	No
124537	Marathon	100 E TIVERTON WAY	LEXINGTON	FAYETTE	KY	40517	859-272-9415	Yes	No	No
127399	Marathon	8901 W HIGHWAY 22	CRESTWOOD	FAYETTE	KY	40014	502-241-9291	Yes	No	No
130484	Marathon	647 WEST MAIN	LEXINGTON	FAYETTE	KY	40508	859-252-0901	Yes	No	No
133900	Marathon	720 ENTERPRISE DRIVE	LEXINGTON	FAYETTE	KY	40510	859-255-7390	Yes	No	No
137711	Marathon	464 SQUIRES ROAD	LEXINGTON	FAYETTE	KY	40515	859-543-2535	Yes	No	No

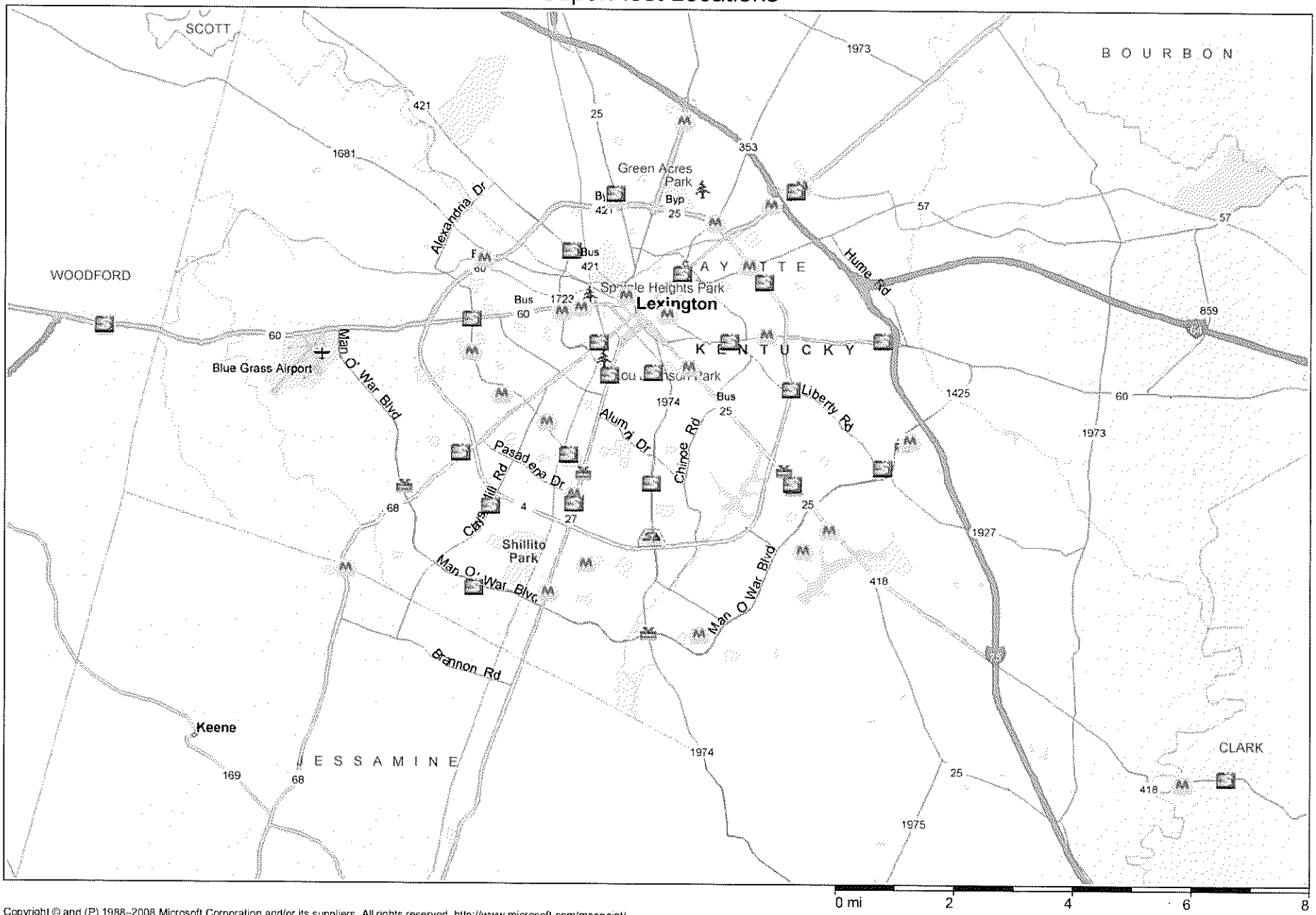
SuperFleet

Complete Site list available at: www.superfleet.net

SuperFleet Location List

Store	Brand	Address	City	County	ST	Zip Code	Phone	Gasoline	Diesel	24 Hr
165845	Marathon	1392 TRENT BLVD	LEXINGTON	FAYETTE	KY	40517	859-272-0715	Yes	No	No
32433	Marathon	3527 LANSDOWNE DR	LEXINGTON	FAYETTE	KY	40517	859-272-1650	Yes	No	No
33332	Marathon	1150 VERSAILLES RD	LEXINGTON	FAYETTE	KY	40508	859-252-4183	Yes	No	No
67280	Marathon	1768 ALEXANDRIA DRIVE	LEXINGTON	FAYETTE	KY	40504	859-278-7554	Yes	No	No
75614	Marathon	2353 PARIS PIKE	LEXINGTON	FAYETTE	KY	40505	859-294-7304	Yes	No	No
102582	Marathon	2615 EAST HWY 22	CRESTWOOD	FAYETTE	KY	40014	502-222-7470	Yes	Yes	No
105510	Marathon	1209 WINCHESTER ROAD	LEXINGTON	FAYETTE	KY	40505	859-255-1233	Yes	Yes	No
120196	Marathon	1971 N BROADWAY	LEXINGTON	FAYETTE	KY	40505	859-299-0800	Yes	Yes	No
121079	Marathon	1900 NEWTOWN PIKE	LEXINGTON	FAYETTE	KY	40511	859-259-0382	Yes	Yes	No
121194	Marathon	641 RED MILE RD	LEXINGTON	FAYETTE	KY	40504	859-225-5655	Yes	Yes	No
122226	Marathon	274 E NEW CIRCLE RD	LEXINGTON	FAYETTE	KY	40505	859-226-0536	Yes	Yes	No
123901	Marathon	5350 ATHENS BOONESBORO	LEXINGTON	FAYETTE	KY	40509	859-543-1125	Yes	Yes	No
154682	Marathon	1009 GEORGETOWN ROAD	LEXINGTON	FAYETTE	KY	40511	859-255-2012	Yes	Yes	No
32599	Marathon	220 SOUTHLAND DRIVE	LEXINGTON	FAYETTE	KY	40503	859-276-1804	Yes	Yes	No
48678	Marathon	300 N MARTIN LUTHER KING	LEXINGTON	FAYETTE	KY	40508	859-259-0347	Yes	Yes	No
76489	Marathon	6600 W HIGHWAY 22	CRESTWOOD	FAYETTE	KY	40014	502-241-3811	Yes	Yes	No
83592	Marathon	2034 GARDEN SPRINGS	LEXINGTON	FAYETTE	KY	40504	859-260-1325	Yes	Yes	No
88609	Marathon	1970 PLEASANT RIDGE RD	LEXINGTON	FAYETTE	KY	40509	859-543-1937	Yes	Yes	Yes

SuperFleet Locations



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Marathon Petroleum Company LP

539 South Main Street
Findlay, OH 45840
Telephone 419/422-2121

January 1, 2012

To Whom It May Concern:

RE: Evidence of Insurance for Marathon Petroleum Company LP, Speedway LLC, and all of their wholly-owned subsidiaries

Marathon Petroleum Company LP (MPC) and Speedway LLC (Speedway) are direct, wholly-owned subsidiaries of Marathon Petroleum Corporation (Marathon). The insurance required by your company will be provided by MPC and Speedway under Marathon's corporate insurance programs. Marathon is covered for property and liability exposures through major worldwide insurance programs with large deductibles or self-insured retentions. Losses that fall within these self-insured retentions, including those for which MPC and Speedway are contractually liable, are paid through the financial resources of MPC and Speedway and are administered by them under their self-administered claims program.

The insurance limits required by your company fall within these corporate self-insured retentions. MPC and Speedway will respond to bodily injury and/or property damage claims made against them arising out of and/or relating to the agreement with your company as would a commercial insurer.

The following is a listing of primary coverages self-insured by Marathon:

- Commercial General Liability
- Dram Shop Liability
- Pollution Legal Liability
- Automobile Liability (including MCS-90 Motor Carrier Endorsement)
- Workers' Compensation/Employers Liability
- First-party Property Damage & Business Interruption

This confirmation of self-insurance will remain in effect until the expiration or termination of the agreement or earlier if rescinded in writing by Marathon.

Sincerely,

Kevin B Walker

Kevin B. Walker
Financial Protection

Exception to General Requirements

Item # 4 of General Requirement – We can meet this requirement, however occasionally a location can transmit a ticket late or a manual ticket can be used when the credit system is down. This can delay the posting of transactions and cause a transaction to be billed outside of this requirement.

Item # 8 of General Requirement – We can meet this requirement, upon contract execution a letter can be supplied to meet this requirement. The following locations in the Lexington area have been deemed "Stay Open" sites during a disaster:

- Speedway 9393 (2290 Elkhorn, Lexington)
- Speedway 9402 (2997 Liberty Road)
- Speedway 9394 (1001 Georgetown Rd)
- Speedway 9593 (2900 Richmond Rd)
- Speedway 9651 (5360 Athens Boonesboro Rd)

This list is as the bid date and Speedway LLC reserves the right to update this list as needed.

Additionally, we would like to work with LFUCG to identify locations that would be fit their needs during a declared emergency and these locations could be implemented into an overall emergency plan for Speedway.

Item # 9 of General Requirement – Pricing in this bid is for Speedway Brand only (Speedway and Rich Oil) and Marathon locations. SuperFleet is accepted at other brands that are not part of this proposal and pricing at those locations would be based off the retail pump price less any exempted taxes. Additionally, for purchases made at Speedway locations LFCUG will be awarded 10 Speedy rewards points per gallon.

STATEMENT OF CREDIT CARD TERMS
SPEEDWAY COMMERCIAL & CONSUMER CARDS
RETAIL INSTALLMENT CREDIT AGREEMENT
CREDIT SALE CONTRACT

Listed below are the terms governing the Speedway Commercial Credit Card Account, and the Speedway Consumer Credit Card Account. Your credit card agreement with Speedway LLC (Speedway) for any of the foregoing credit card accounts will be effective when you or an authorized user uses a card issued to you or you fail to cancel a card within 30 days after it is issued to you. This document, together with credit card(s) issued for your account, the terms contained in your account application, and sales tickets evidencing use of the card, constitute your agreement with Speedway .

Summary of Account Terms:

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	**5%** to **25%**. This **APR** varies by state. Please refer to Section 3 for details.
Minimum Interest Charge	If you are charged interest, the charge will be no less than $0.50; except in AK, AR, CT, HI, ID, KY, MD, NC, ND, NE, NH, NM, NV, OR, and RI where there is no Minimum Interest Charge.
How to Avoid Paying Interest on Purchases	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on your account if you pay your entire balance by the due date each month.
For Credit Card Tips from the Federal Reserve Board	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal

Fees	
Annual Fee	**None**
Penalty Fees Returned Payment	**$0** to **$25**. This fee varies by state. Please refer to Section 8 for details.

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)" in all states except MA, ME, MN, MS, MT, NE, NM and RI; we use a method called "average daily balance (excluding new purchases)" in MA, ME, MN, MS, MT, NE, NM and RI. See Section 4 for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in this Agreement.

The information about the costs of the card described above is accurate as of April 30, 2010. This information may have changed after that date. To find out what may have changed or to obtain a copy of the current terms of this Agreement, call us at 1-800-428-4016 or write to us at Speedway LLC, Attn: Credit Customer Service, PO Box 1590, Springfield, OH 45501.

SPEEDWAY COMMERCIAL & CONSUMER CARDS
RETAIL INSTALLMENT CREDIT AGREEMENT TERMS

In this Speedway Retail Installment Credit Agreement ("Agreement"), the words "you" and "your" refer to any person who signs the Application for this Account or this Agreement, has requested and is issued a Speedway credit card, or is authorized to use this Speedway Credit Card Account. "We", "us", and "our" refer to Speedway. "Account" means your Speedway Credit Card Account, which will be governed by this Agreement. "Authorized User" means any person you permit to use your Account or who has apparent authority to do so. "Card" means any access device or method by which the Account may be accessed, including the Account number. "New Balance" means the New Balance as provided on your periodic statement. "APR" means Annual Percentage Rate. "Interest" and "Interest Charges" means the periodic finance charges that are calculated pursuant to Section 4. "Minimum Payment Due" means the minimum amount due on purchases eligible for revolving terms. **Revolving credit is not available to government or commercial accounts, which must be paid in full on or before the due date shown on your periodic statement.**

1. PAYMENT REQUIREMENTS

You agree to pay us for all purchases made on your Account by you or any person authorized by you. Your payment is due on or before the Payment Due Date shown on your periodic statement. All payments submitted by mail should be made by check or money order with the account number written on the check or money order and should be submitted with the accompanying payment stub. All payments submitted by mail, except for disputed payments, must be mailed to Speedway LLC, P.O. Box 740587 Cincinnati, Ohio 45274, Springfield, OH 45501. Do not send cash. Payments mailed in accordance with these instructions and received by 5:00 pm EST on a business day will be credited to your Account that day. Payments not made in accordance with these instructions may delay crediting to your Account. Delayed crediting may cause you to incur additional fees and finance charges. All credits for payments to your Account are subject to final payment by the institution on which the item of payment was drawn. Expedited payment methods may be subject to fees. The amount of the fee will be disclosed to you at the time of payment.

2. MINIMUM PAYMENT DUE

If you have a consumer Account with revolving credit, the Minimum Payment Due must be paid on or before the Payment Due Date shown on your periodic statement. Purchases made with your consumer credit card, except those included in the Minimum Payment Due, are eligible for revolving credit terms. Any unpaid revolving balance will be subject to Interest Charges. You are required to pay for revolving purchases in accordance with the following schedule:

Revolving Balance	Minimum Payment Due
	Consumer Account
$.01 to 20	Payable in Full
over $20 to 100	$20
over $100	20% of your account balance plus all amounts in excess of your credit limit

The Minimum Payment Due shall include:

- the revolving balance minimum payment as calculated above
- unpaid Minimum Payment Due from your previous statement
- returned payment fees
- interest charges

3. YOUR ANNUAL PERCENTAGE RATE

If Interest Charges are assessed during a billing cycle, we will use the following APR and corresponding monthly periodic rate:

If you reside in the state of:	We apply the monthly periodic rate of:	Annual Percentage Rate
Arkansas	.42%	5%
Connecticut, Maryland, Texas, Washington, West Virginia	1.0%	12%
Kansas	1.17%	14%
Minnesota, Pennsylvania	1.25%	15%
Alabama, Florida, Hawaii, Louisiana, Maine, Massachusetts, Nebraska, North Carolina, Ohio, Rhode Island, South Carolina	1.5%	18%
Iowa	1.59%	19%
Alaska, Arizona, California, Colorado, Delaware, Georgia, Idaho, Illinois, Indiana, Kentucky, Mississippi, Missouri, Montana, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Dakota, Oklahoma, Oregon, South Dakota, Tennessee, Utah, Vermont, Virginia, Wisconsin, Wyoming	1.75%	21%
Michigan	2.09%	25%

4. INTEREST CHARGE CALCULATION

If we have not received payment in full of the New Balance by the Payment Due Date shown on your periodic statement, we may assess an Interest Charge applied to the Average Daily Balance. We determine the Interest Charge on your Account by applying the periodic rate applicable to your state of residence as determined by your billing address to the Average Daily Balance of your Account. For an explanation of the calculation method used to determine the Interest Charge on your periodic statement, please call us toll free at our customer service number 1-800-428-4016.

1. To get the Average Daily Balance we take the beginning balance of your Account each day, add any new purchases (new purchases are not included in computing the Average Daily Balance in the states of MA, ME, MN, MS, MT, NE, NM and RI), unpaid returned payment fees, and previously assessed unpaid Interest Charges and subtract any payments or credits. This gives us the daily balance. Then, we add all the daily balances for the billing cycle together and divide by the total number of days in the billing cycle. This gives us the Average Daily Balance.

2. If Interest Charges are imposed and the total Interest that results from application of the above calculation is less than $0.50, we will impose a Minimum Interest Charge of no less than $0.50 (which is a FINANCE CHARGE); except in AK, AR, CT, HI, ID, KY, MD, NC, ND, NE, NH, NM, NV, OR, and RI where there is no Minimum Interest Charge.

5. HOW TO AVOID PAYING INTEREST ON PURCHASES

To avoid Interest Charges, payment of the New Balance must be received by the Payment Due Date shown on your periodic statement. Your Payment Due Date is at least 25 days after the close of each billing cycle. We will not charge you any Interest on your Account if you pay your entire balance by the Payment Due Date each month. You may at any time pay your total unpaid balance.

6. OBTAINING CREDIT INFORMATION

Speedway may investigate your credit history and obtain a consumer credit report from a consumer credit reporting agency in connection with your credit application or any subsequent update, renewal, or extension of credit. Upon your request, you will be informed whether or not Speedway obtained such a report and if so the name and address of the agency that furnished the report. You agree that Speedway may furnish information about your Account to the credit bureau and others who, in Speedway's discretion, may receive such information.

7. DEFAULT, COLLECTION COSTS, REPRINT FEES

If your Account is not paid according to terms, we reserve the right to demand immediate payment of the full amount outstanding on your Account, subject to applicable law. If your Account is referred to an attorney or collection agency, you agree to pay, in addition to the full amount owed, reasonable attorney's fees, court costs, or collector's fees, as allowed by applicable state law.

We reserve the right to assess a reprint fee of up to $5 for administrative costs, for each reprint of statements and other documents, and for each ticket copy requested. Our failure or delay at any time to exercise any of our legal rights shall not be deemed a waiver of those rights or of the right to exercise its legal rights thereafter.

8. RETURNED PAYMENT FEES

Where permissible by law, Speedway may impose a returned payment fee if any check used to pay an amount you owe is not honored, as follows:

If you reside in the state of:	Returned Payment Fee
DC, MD, PA, RI, WY	None
NE	$5
AZ, CT, MA, OK	$10
CA, HI, ID, KY, LA, MO, MS, ND, OH, TX, UT, WA, WI, WV	$15
AR, CO, GA, IA, IN, MN, NJ, NY, SC, TN	$20
AK, AL, DE, FL, IL, KS, ME, MI, MT, NC, NH, NM, NV, OR, SD, VA, VT	$25

9. LIABILITY FOR UNAUTHORIZED CREDIT CARD USE

Commercial Accounts – You may be liable for unauthorized use of your Card(s). If your Account is used primarily for business or commercial purposes and you have requested ten (10) or more Cards, you will be liable for any and all unauthorized use of your Cards. For all other accounts, you may be liable for unauthorized use of your Card(s). You will not be liable for unauthorized use that occurs after you notify us, orally or in writing, of the loss, theft, or possible unauthorized use. Should you request and receive fewer than 10 cards, your liability will not exceed $50.00 or the lesser amount established by applicable state or federal law. **Consumer Accounts** – If you notice the loss or theft of your credit card or a possible unauthorized use of your card, you should write to us immediately at: Speedway LLC, Attn: Credit Customer Service, PO Box 1590, Springfield, OH 45501 or call us at 1-800-428-4016. You will not be liable for any unauthorized use that occurs after you notify us. You may however, be liable for unauthorized use that occurs before you provide notice to us. In any case, your liability will not exceed $50.

10. CANCELLING OR SUSPENDING CREDIT

We can cancel or suspend your Account at any time in accordance with applicable laws.

11. CHANGING AND CANCELLING THIS AGREEMENT

Speedway can change the terms of this Agreement at any time by giving you notice of the changes at your billing address or as otherwise allowed by law. Retention or authorized use of your Card on or after the effective date of the change will establish your agreement to the new terms. If you do not agree to the change, you may cancel this Agreement. You may cancel this Agreement at any

time by notifying Speedway, returning all cards issued for your Account and paying your existing debt owed under the terms of this Agreement.
To terminate credit availability under your Account, write: Speedway LLC, Attn: Credit Customer Service, PO Box 1590, Springfield, OH 45501 or call us at 1-800-428-4016 upon receipt of this Agreement.

12. USURY AND SEVERABILITY

Usury Savings – If a court of competent jurisdiction shall make a final determination that any charge imposed pursuant to this Agreement violates usury or other similar credit laws of any state, the charges payable hereunder shall be accordingly adjusted for the purpose of avoiding any such usurious payment without any further action of the parties hereto.
Severability – If any term, provision, or section of this Agreement is held invalid or unenforceable, under any statute or court decision, or any governmental rule or regulation, the remainder of the Agreement shall remain effective.

13. SPEEDY REWARDS

Speedway reserves the right to deplete any unredeemed Speedy Rewards points in your Speedy Rewards Account if your Speedway Consumer or Commercial Account is more than 30 days delinquent.

YOUR BILLING RIGHTS – KEEP THIS NOTICE FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at: Speedway LLC, Attn: Credit Customer Service, PO Box 1590, Springfield, OH 45501

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date

payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.
If we do not follow all of the rules above, you do not have to pay the first $50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases
If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.
To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than $50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: Speedway LLC, Attn: Credit Customer Service, PO Box 1590, Springfield, OH 45501.
While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

NOTICE TO CARDHOLDER
California Residents - You have the right to prohibit Speedway from disclosing to marketers of goods marketing information concerning you which discloses your identity. To exercise this right, you may call Speedway at 1-800-428-4016. **Delaware Residents -** Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month. **Illinois Residents -** No applicant may be denied a credit card on account of race, religion, national origin, ancestry, age (between 40 and 70), sex, marital status, physical or mental handicap unrelated to the ability to pay or unfavorable discharge from military service. The applicant may request the reason for rejection of his or her application for a credit card. No person need reapply for a credit card solely because of a change in marital status unless the change has caused a deterioration in the person's financial position. A person may hold a credit card in any name permitted by law that he or she regularly uses or is known by, so long as no fraud is intended thereby. **Indiana Residents -** The amount charged for any delinquency is subject to change as allowed by IC 24-4.5-1-106. **Maryland Residents -** Finance charges will be made in amounts or at rates not in excess of those permitted by law. **Massachusetts Residents -** You may cancel a purchase under this agreement if it has been signed by a party thereto at a place other than the address of the seller which may be his main office or branch thereof; provided you notify the seller in writing at his main office or branch, by ordinary mail posted by telegram sent or by delivery, not later than midnight of the third business day following a purchase under this agreement. **Ohio Residents -** The Ohio laws against discrimination require that all creditors make credit equally available to all

creditworthy customers, and that credit reporting agencies maintain separate histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law. **Texas Residents -** To contact Speedway about this account call 1-800-428-4016. This contract is subject in whole or in part to Texas law which is enforced by the Consumer Credit Commissioner, 2601 North Lamar Boulevard, Austin, TX 78705-4207. Phone 512-936-7600 or 1-800-538-1579. Contact the Commissioner relative to any inquiries or complaints. **Wisconsin Residents -** No provision of a marital property agreement, unilateral statement or court decree adversely affects the interest of Speedway unless Speedway, prior to the time credit is granted, is furnished with a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred.

Washington Residents - You may cancel any purchases made under this charge agreement if the seller or his representative solicited in person such purchase, and you sign an agreement for such purchase, at a place other than the seller's business address shown on the charge agreement, by sending notice of such cancellation by certified registered mail return receipt requested to the seller at his address shown on the charge agreement, which notice shall be posted not later than midnight of the third day (excluding Sundays and holidays) following your signing of the purchase agreement. If you choose to cancel this purchase, you must return or make available to seller at the place of delivery any merchandise, in its original condition, received by you under this purchase agreement.

NOTICE - ANY CARDHOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

This agreement is governed by the laws of the state of Ohio and applicable federal law. The Card is issued only upon approval of the Account, all of which have occurred at Speedway's office in Ohio.

ANY COMMUNICATION CONCERNING DISPUTED DEBTS, INCLUDING, BUT NOT LIMITED TO, AN INSTRUMENT TENDERED AS FULL SATISFACTION OF A DEBT, INQUIRIES ABOUT THE STATUS OF YOUR ACCOUNT AND QUESTIONS ABOUT YOUR STATEMENT, ARE TO BE SENT TO THE ADDRESS LISTED BELOW.

SPEEDWAY LLC
ATTN: CREDIT CUSTOMER SERVICE
P.O. BOX 1590
SPRINGFIELD, OH 45501
(800) 428-4016
ssacreditcard@ssallc.com

CREDIT CARD PRIVACY POLICY

Speedway LLC, as the owner and operator of SuperFleet.net, values you and your company as customers and we want to ensure that you understand what information we gather about you, how we use it, and the safeguards we have in place in order to protect it. Keeping your customer information secure is a top priority for all of us at Speedway. The provisions of this notice apply to former credit card customers as well as current credit card customers, unless we state otherwise.

OUR POLICIES AND PRACTICE

As a Credit Card Customer, you may, from time to time, share personal or company information with us. We use that information to improve our services to you and for marketing and promotional purposes. Because the security of your personal or company information is very important to us, we restrict access to your non-public, personal information to those employees who need to know that information to provide products or services to you. We maintain physical, electronic and procedural safeguards that meet or exceed federal standards to guard your nonpublic personal or company information. We train our employees to properly handle such information.

INFORMATION WE COLLECT

We collect non-public, personal information about you and your company from the following sources:

- Information we receive from you on applications or other forms, by telephone, by accessing our web page, or in person.
- Information about your transactions with us, our affiliates, or with other retailers and financial institutions.
- Information we receive about you from consumer or other credit reporting agencies.

INFORMATION WE DISCLOSE

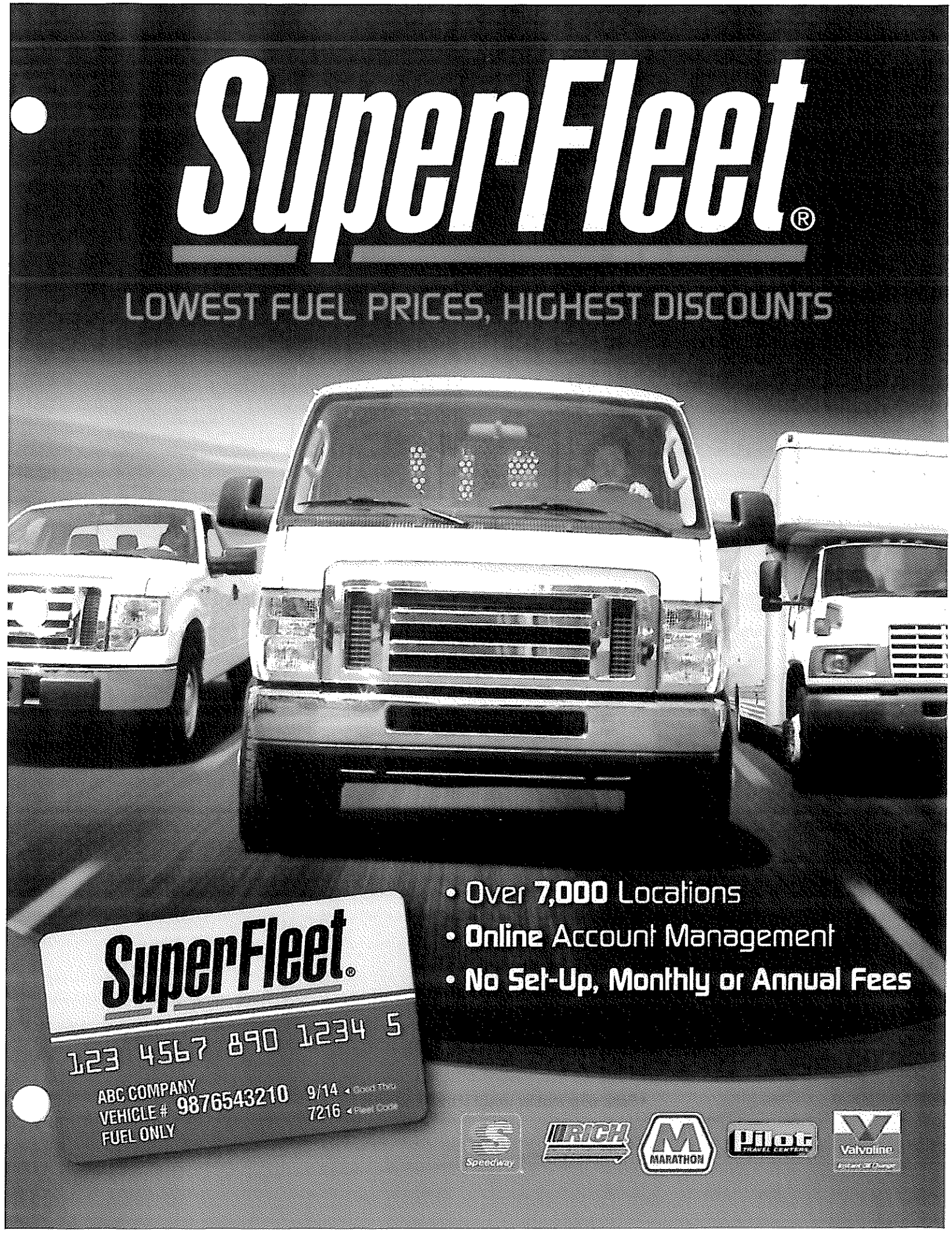
We do not disclose any non-public personal or company information about our credit card customers or former credit card customers to anyone, except as permitted by law, in order to provide you with access to products and services and to service your account effectively. We are permitted under law to share financial information about you with non-affiliated third parties in certain other circumstances (such as companies that process our financial products and services, companies that maintain and safeguard our account information, debt collectors in

connection with the sale of all or part of one of our businesses and, if necessary, to respond to legal subpoenas and other legal process).

OUR AFFILIATES

Our affiliates are the family of companies controlled by Marathon Oil Company. Our affiliates are Marathon Oil Company and Marathon Petroleum Company LP. We do not disclose any non-public personal or company information about you with our affiliates except as permitted by law.

As stated above, we do not share your personal or company information with anyone except as permitted by law, and except as necessary to service your account effectively and to provide you with access to products and services. Therefore, this notice does not contain "opt out" information that you may have seen from others who do share your personal or company information.


SuperFleet®
LOWEST FUEL PRICES, HIGHEST DISCOUNTS
• Over 7,000 Locations
• Online Account Management
• No Set-Up, Monthly or Annual Fees

Get the Most Out of Your SuperFleet Card at Your Local Valvoline® Instant Oil® Change Center®

Quick and Trusted Fleet Service

Valvoline Instant Oil Change Centers' trained and certified technicians provide a complete range of preventive maintenance services to take expert care of your company vehicles.

We offer:

- Speedy, in-and-out service at over 870 locations nationwide
- Convenient evening and weekend hours
- No appointment or drop-off necessary

Most services can be done in less than 20 minutes. Your fleets stay on the road, and you stay on top of your business.

Easy Fleet Management

With the Valvoline Instant Oil Change fleet services program, you control the services you want performed on your fleet vehicles.

Our system automatically follows the mileage intervals and service controls you have in place. The driver does not have to make decisions or calls to you.

For more information, ask your local SuperFleet sales representative to contact their local Valvoline Instant Oil Change sales representative.

Valvoline
Instant Oil Change

Visit: www.vioc.com

Detailed Reporting

SuperFleet® will send you a detailed transaction report so you can easily track all of your fuel purchases. Available in electronic and hard copy, this report will assist you in managing all of your company's fuel needs in one simple and easy-to-read report.

1 Control

Details of where and when every purchase was made and by whom.

2 Convenience

Purchases are identified as Fuel, Oil or Merchandise. You can restrict your cards so they can be used for Fuel Only.

3 Savings

Reduce the amount of administrative time you spend on reconciling your fuel expenditures. Fiscal reporting is made easier with month-to-date and year-to-date reporting.

Save Time and Money

Our easy-to-read report will provide you with details to let you know what vehicle was fueled, when it was fueled, transaction amount and who fueled the vehicle. No need to bother with receipts; info provided electronically.

SuperFleet

VEHICLE	DRIVER	DEPARTMENT	STORE	DATE	TIME TICKET	ODOMETER PREV	5627	FUEL PROD	GALLONS	$/GAL	AMOUNT	OIL QUARTS	OIL AMOUNT	MERCHANDISE AMOUNT	SALES TAX	TOTAL AMOUNT
0092	10245	SALES	4131	06-21-2011	13.15.07	5872		EUN	2 501	2.799	7.00	.0	.00	.00	00	7 00
0092	10245	SALES	4131	06-21-2011	13 16 00	5872		EUNP	1 396	2 999	4.19	.0	00	.00	00	4 19
0092	10245	SALES	9367	06-23-2011	15:16:08	6178		EUN	31 456	2.759	86 79	0	.00	.00	00	86 79
0092	10245	SALES	9299	06-25-2011	11.30:39	6336		EUN	30.223	2 739	82.78	.0	.00	.00	00	82.78
0092	10245	SALES	9299	06-27-2011	9:35 03	6599		EUN	29.012	2.699	78 30	.0	.00	.00	.00	78.30
0092	32789	SALES	9299	06-29-2011	10 45:32	6933		EUN	33.027	2 779	91 78	.0	.00	00	.00	91 78
TOTAL VEHICLE ID 0092									127.615	2.796	350.84					350 84

VEHICLE ID 0092	MONTH TO DATE	MILES DRIVEN	1,306	FUEL COST / MILE	0.27	FUEL MILES/GAL	10.23
	YEAR TO DATE	MILES DRIVEN	8,163	FUEL COST / MILE	0.25	FUEL MILES/GAL	10.37

VEHICLE	DRIVER	DEPARTMENT	STORE	DATE	TIME TICKET	ODOMETER PREV	6753	FUEL PROD	GALLONS	$/GAL	AMOUNT	OIL QUARTS	OIL AMOUNT	MERCHANDISE AMOUNT	SALES TAX	TOTAL AMOUNT
0093	20890	SALES	3613	06-21-2011	14.17.17	6975		EUN	25 012	2.779	69 51	.0	00	.00	.00	69 51
0093	20890	SALES	9299	06-24-2011	23.28.10	7228		EUN	25.345	2.759	80.96	.0	.00	00	.00	80.96
0093	20890	SALES	9299	06-28-2011	13 36 34 I	7495		EUN	32.478	2.719	88 31	.0	00	.00	.00	88 31
TOTAL VEHICLE ID 0094									86.835	2 752	238.78					238.78

VEHICLE ID 0094	MONTH TO DATE.	MILES DRIVEN	742	FUEL COST / MILE	0.32	FUEL MILES/GAL	8 54
	YEAR TO DATE	MILES DRIVEN	4,638	FUEL COST / MILE	0.32	FUEL MILES/GAL	8.97

VEHICLE	DRIVER	DEPARTMENT	STORE	DATE	TIME TICKET	ODOMETER PREV	3159	FUEL PROD	GALLONS	$/GAL	AMOUNT	OIL QUARTS	OIL AMOUNT	MERCHANDISE AMOUNT	SALES TAX	TOTAL AMOUNT
0127	20123	DELIVERY	3613	06-20-2011	16 16 27	3639		EUN	26 039	2 799	72 88	0	00	00	00	72.88
0127	20123	DELIVERY	3613	06-23-2011	13 42:45 I	3936		EUN	28 390	2 749	78.04	.0	00	00	.00	78 04
0127	20123	DELIVERY	3613	06-27-2011	15 47 39 I	4271		EUN	31 649	2 699	85.42	1 0	3.75	.00	0.275	89 49
TOTAL VEHICLE ID 0127									86 078	2 749	236.35					240.41

VEHICLE ID 0127	MONTH TO DATE	MILES DRIVEN	1,072	FUEL COST / MILE	0 22	FUEL MILES/GAL	12 45
	YEAR TO DATE.	MILES DRIVEN	6,700	FUEL COST / MILE	0.22	FUEL MILES/GAL	12 63

PRODUCT SUMMARY	GALLONS	QUARTS	AMOUNT	AVE PRICE
OIL (OIL)		1.0	3 79	
ETH REG UNLEAD SS (EUN)	266 105		821.78	3 088
ETH PRE UNLEAD-SS (EUNP)	1.396		2 999	2 148

STORE ADDRESS

STR	3613 5010 SECOR ROAD, TOLEDO, OH
STR	4131 2040 N BECHTLE AVENUE, SPRINGFIELD, OH
STR	9299 7159 AIRPORT HWY, HOLLAND, OH
STR	9367 5738 PRINCETON GLENDALE RD, CINCINNATI, OH

SuperFleet Monthly Report Example

SuperFleet® Manager

Online Account Management

SuperFleet Manager allows you to control your account anytime and anywhere you have access to the internet, 24/7. With real-time reporting and account changes, you can make adjustments quickly with just the click of a mouse. Changes include adding or deleting cards, reporting lost or stolen cards, changing drivers' names and ID numbers, and adjusting odometer variances on vehicle cards. Lock out days of the week or hours of the day. Control number of transactions/day. SuperFleet Manager also gives you the ability to download transaction information on a real-time basis. No need to wait for the weekly or monthly report. Get it now.

Give employees read/write access or read-only access to only the information you approve. Set up a master account with the ability to view all connected accounts with only one login name and password.

SuperFleet Manager Benefits

SuperFleetManager.com allows you to control your account anytime, 24/7. With the click of a mouse, you can:

- View real-time reports
- Make account changes
- Add or delete cards
- Change drivers' names/IDs
- Adjust odometer variances on vehicle cards
- Lock out days of the week or hours of the day
- Control number of transactions/day
- And much more!

SuperFleet Manager also gives you the ability to download unbilled transaction information on a real-time basis. Be sure to ask for it when signing up for your new account. It's free!

Taking Your Fleet Fueling to the Next Level

SuperFleet® Fleet Card-Fleet Fuel Management

SuperFleet will streamline and simplify the way you manage your company's fuel purchases. SuperFleet offers complete Level 3 fleet reporting and electronically enforced purchase restrictions. Cards can be assigned to vehicles, drivers or in-station cards. Combine this with one of the industry's best online management tools: SuperFleet is the solution to controlling your fleet expenses. By using our online portal, SuperFleet Manager, you will be able to view transactions in real time, so you can take care of problems as they occur, ensure spending is not getting out of control, add driver ID numbers instantly and control who fuels, when they fuel and how much they can fuel.

Apply Online

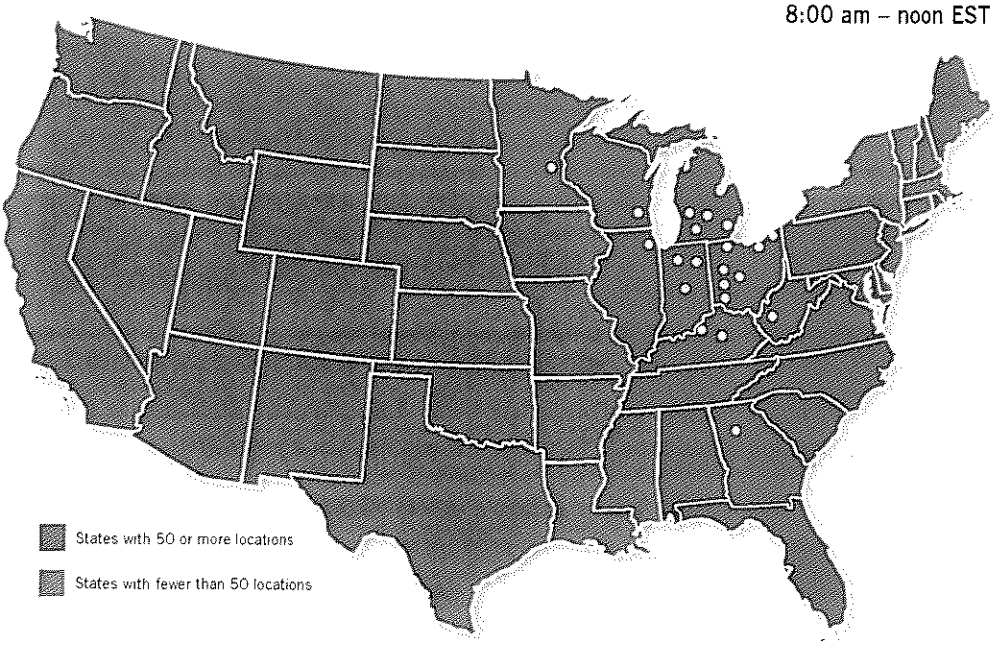
Fast and simple! On our website, you can apply online, find all our acceptance locations, manage your account and more.

www.superfleet.net/Credit/Application.aspx

Customer Service

Contact our customer service department to help you and your drivers at **1-800-428-4016**

Monday – Friday 8:00 am – 6:00 pm EST; Saturday 8:00 am – noon EST



Over 7,000 Locations Nationwide

Metro Markets with over 30 locations include:

Ann Arbor, Dayton, Kalamazoo, Fort Wayne, Lansing, Ashtabula, Lima, Plymouth (IN), Peru (IN), Charleston (WV), Minneapolis, St. Paul, Milwaukee, Chicago, Grand Rapids, Detroit, Indianapolis, Toledo, Cleveland, Akron, Canton, Columbus, Cincinnati, Lexington, Louisville and Atlanta

Speedway · RICH · MARATHON · Pilot TRAVEL CENTERS · Valvoline Instant Oil Change

Advantages of SuperFleet®

- No Annual or Monthly Fee
- Volume Prompt Pay Discounts
- Custom Billing
- Weekly Reporting Available
- Online Account Management
- Competitive Pricing / Quality Products
- 7,000+ Locations Nationwide

Control Your Fleet

SuperFleet has some of the best purchase controls in the industry. We offer tools such as restrictions for **Fuel Only Purchases, Fuel Grade, When Your Drivers Can Fuel and How Much Fuel They Can Purchase.**

Simple Account Management

Managing your account is only a click away. SuperFleet Manager allows you to manage your account online, when you want to monitor purchases or change the amount of fuel a driver can purchase. Easy and efficient.

Reporting

Know everything about your drivers' purchases in real time. SuperFleet reports capture Level 3 transaction data to provide complete and accurate fleet reports. Combine with our online tools and you will always be able to view up-to-the-minute transaction information.

Card Acceptance

SuperFleet is accepted at: Speedway, Rich Oil, Marathon, Pilot Travel Centers, Valvoline Instant Oil Change and more.

Tax-Exempt Billing

SuperFleet can report and calculate various tax exemptions, including federal and state taxes that are allowed by law. SuperFleet will bill you net of exempted tax.

Security

With SuperFleet, each vehicle can be assigned a card and each driver a driver identification number. Both card and driver identification number must be used together and cannot be used without each other. When the need arises, you can cancel a card or ID within seconds using www.superfleetmanager.com or by contacting our customer service department.

Cards can be restricted to fuel only; fuel and oil; or fuel, oil and automotive purchases.

Online Services

Check and update your account 24/7.

No-Cost Program!

That's correct. No set-up fees, no costs for reports and no monthly card fees.

SuperFleet	
Set-Up Costs	$0.00
Monthly Accounting Fees	$0.00
Cost per Card Fees	$0.00
Online Management Fees	$0.00
Total Program Fees	$0.00

Rebate Program

With SuperFleet®, you will earn volume rebates from the first gallon you pump.* Combined with brands that have some of the lowest street prices, we ensure you are always getting a competitive deal. To learn how you can save up to 5¢ off per gallon, please contact your local Account Manager. Visit www.superfleet.net/SFAMR or call 1-800-428-4016.

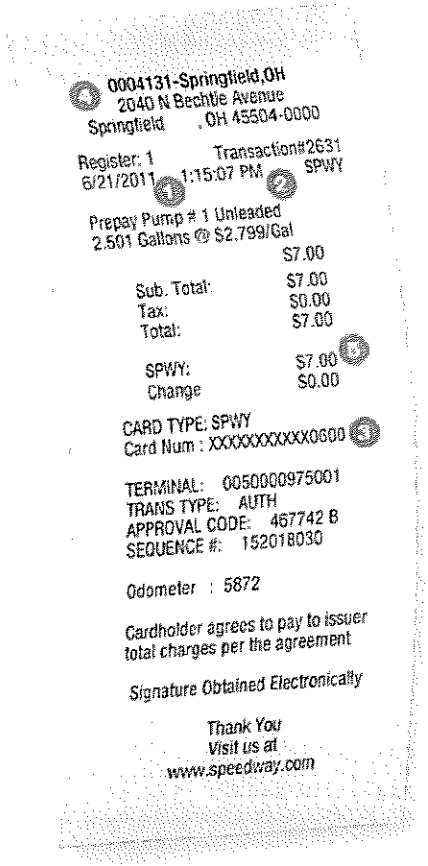
Up to 5¢ OFF per Gallon

*Subject to Terms and Conditions. Rebates are based on volume and prompt payment of account invoices. Available at participating brands only.

Save On Your Commercial Fueling Costs

SuperFleet Card Features

- Option to communicate restrictions of account on the account card
- Line 2 - Driver, vehicle or department in which the card is assigned
- Line 3 - Cards can be restricted to fuel only; fuel and oil; or fuel, oil and automotive purchases.



4 0004131-Springfield,OH
2040 N Bechtle Avenue
Springfield , OH 45504-0000

Register: 1 Transaction#2631
6/21/2011 1:15:07 PM SPWY
1 2

Prepay Pump # 1 Unleaded
2.501 Gallons @ $2.799/Gal
$7.00

Sub. Total: $7.00
Tax: $0.00
Total: $7.00

SPWY: $7.00 5
Change $0.00

CARD TYPE: SPWY
Card Num : XXXXXXXXXXX0600 3

TERMINAL: 0050000975001
TRANS TYPE: AUTH
APPROVAL CODE: 467742 B
SEQUENCE #: 152018030

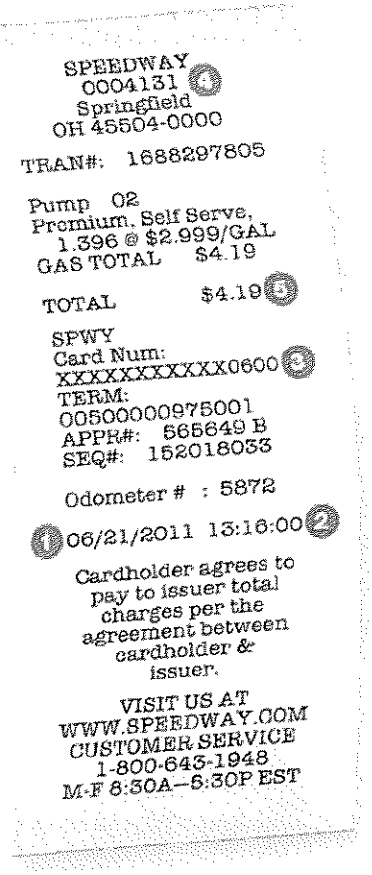
Odometer : 5872

Cardholder agrees to pay to issuer total charges per the agreement

Signature Obtained Electronically

Thank You
Visit us at
www.speedway.com

Store Receipt



SPEEDWAY
0004131 4
Springfield
OH 45504-0000

TRAN#: 1688297805

Pump 02
Premium, Self Serve,
1.396 @ $2.999/GAL
GAS TOTAL $4.19

TOTAL $4.19 5

SPWY
Card Num:
XXXXXXXXXXX0600 3
TERM:
00500000975001
APPR#: 565649 B
SEQ#: 152018033

Odometer # : 5872

1 06/21/2011 13:16:00 2

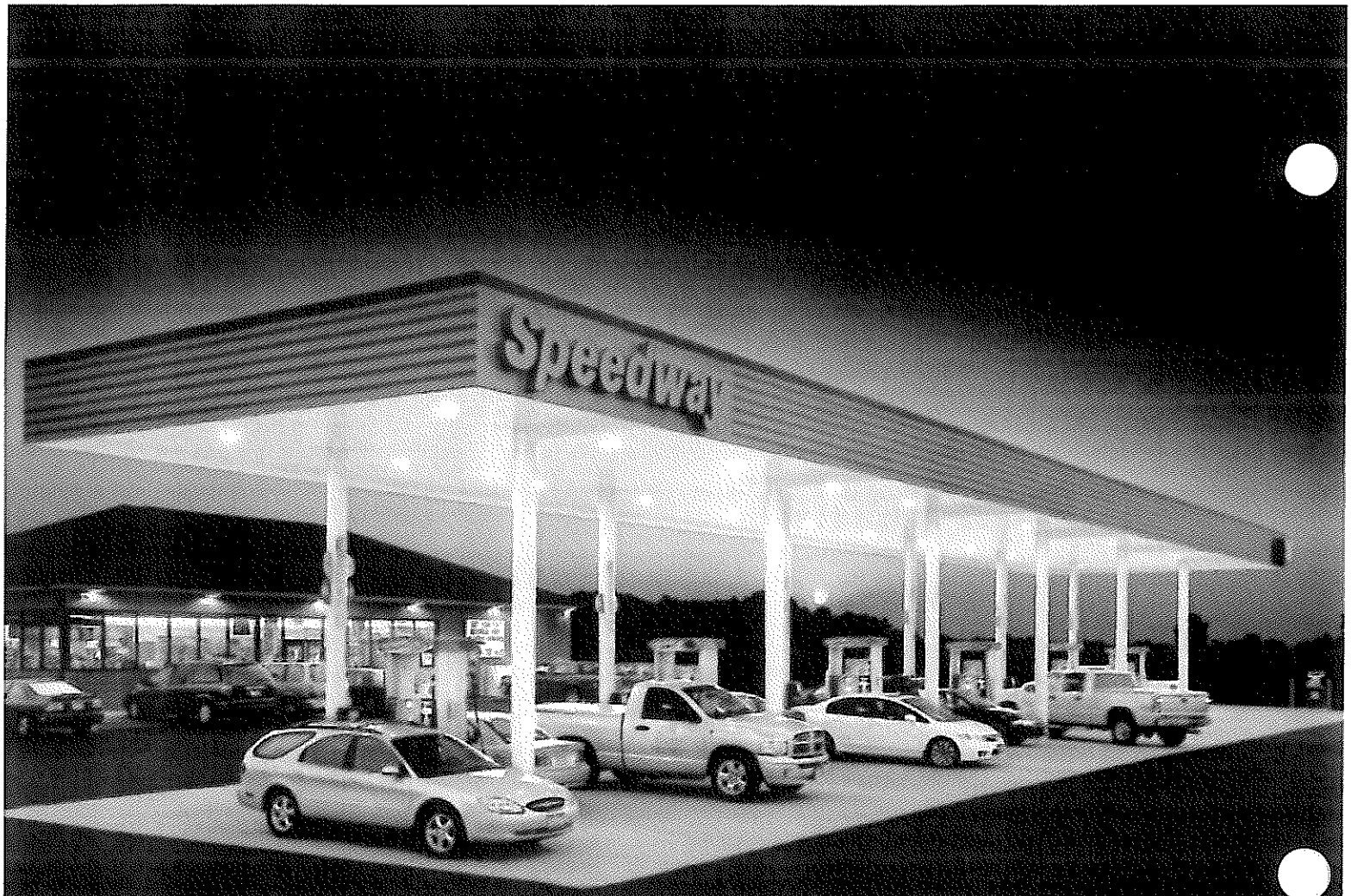
Cardholder agrees to pay to issuer total charges per the agreement between cardholder & issuer.

VISIT US AT
WWW.SPEEDWAY.COM
CUSTOMER SERVICE
1-800-643-1948
M-F 8:30A–5:30P EST

Pay at the Pump Receipt

- Pump will prompt for receipt at time of purchase

1. Date of purchase
2. Time of purchase/reference number
3. Card number
4. Store location used
5. Dollar amount purchased



DIVISION LISTING

Kentucky / West Virginia
888-337-7227 x4354

East & Central Michigan
989-615-2736

Illinois / Wisconsin
708-444-7086

Indiana
800-831-8076 x2043

Northern Ohio
800-220-6572 x222

Western Michigan / Northwestern Indiana
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