

ORIGINAL

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AGREEMENT FOR SERVICES #335-S1511

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Hunt & Sons, Inc., a California Corporation duly qualified to conduct business in the State of California, whose principal place of business is 5750 South Watt Avenue, Sacramento, CA 95829; (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide commercial cardlock fueling services for all El Dorado County owned vehicles; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services: Contractor agrees to furnish commercial cardlock fueling services for all County-owned vehicles at various locations identified in Exhibit "A," marked "Pacific Pride Fueling Sites," and Exhibit "B," marked "CFN Fueling Sites," incorporated herein and made by reference a part hereof. Services shall include, but not be limited to:

- 24 hour fueling service available 7 days a week;
- Normal Business Hours - 7:00 am - 6:00 pm Monday through Friday, and 8:00 am - Noon on Saturdays. Toll Free Number (800-734-2999) available 24 hours, 7 days a week for emergencies, and during normal business hours for new and/or replacement card requests, technical support, and invoicing questions;
- At least two (2) grades of gasoline as well as filtered diesel at all Pacific Pride sites, in accordance with Revised Exhibit "B", marked "Pricing for Cardlock Fueling", incorporated herein and made by reference a part hereof;
- Vending Machines - (Motor Oils - Chevron Supreme Motor Oil 10W/30 (quarts); Chevron Delo 400 Heavy Duty Motor Oil 15W/40 (quarts and gallons); Chevron Delo 400 Heavy Duty Motor Oil 30W (quarts and gallons);
- Windshield washer and towels provided at all locations;
- Air and water available at both Placerville and El Dorado Hills locations;
- Canopies - at both Placerville and El Dorado Hills location, over 16' truck clearance;
- Two Card System (for added security and the ability to track fuel usage by vehicle as well as individual driver.) Each requested employee to be issued his/her own personal "Driver" card which is assigned a security number, the "Driver" card must be used in conjunction with a "Vehicle" card which is assigned to each Fleet vehicle, allowing drivers to fuel any vehicle within the County fleet.
- Card Security and Controls:
 - Card control (issuing new cards, making requested modifications to existing cards, and terminating existing cards, as directed by the authorized County contact) - Contractor shall coordinate issuance, changing and destruction of cards upon written approval of the Contract Administrator or designee;
 - Programming of Cards; programming shall include but not be limited to: allocation by product; odometer entries; user defined code to enable tracking of project costs or otherwise code transactions; date/time activation control; flexibility in resetting limits, validating or invalidating access, allocation by total purchase per product;
 - Initial Card Order - Contractor shall deliver all new cards to be used by County within two (2) weeks of receiving writing request from Contract Administrator or designee; and
 - Replacement Cards - Contractor shall deliver requested replacement cards within 24 hours for any new and/or replacement card upon request from Contract Administrator or designee, except weekends and holidays, guarantee delivery on the next business day following the weekend or holiday.
- Training - Contractor shall furnish any necessary instruction or training to staff on the use of the cardlock fueling system as requested at any time during the term of this Agreement;

- Video/digital surveillance cameras shall be used at the following locations and shall be retained for a period of 120 days and shall be made available to County upon request:
 - Shingle Springs
 - Placerville

Reports - to be issued as hard copy via U.S. Mail or electronically on an “as requested” basis in a format to be determined by the County Purchasing Agent. All departmental requests for reports shall be approved by the County Purchasing Agent prior to release. Any costs associated with the preparation, production, and delivery of reports shall be solely borne by the Contractor.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of November 1, 2014 through January 23, 2017.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor bi-monthly in arrears. For the purposes of this Agreement, the billing rate shall be in accordance with Exhibit "C," marked “Pricing for Cardlock Fueling,” incorporated herein and made by reference a part hereof. Prices shall be exempt from Federal Excise Tax. Sales Tax, Local Sale Tax, California Use Tax (Diesel), and California Motor Vehicle Fuel Tax (Gasoline) shall be listed separately on invoices and shall not be listed as components of the differential price. Prices shall be inclusive of any and all charges, levies, and or fees not listed hereinabove and shall be components of the differential price. Contractor agrees to furnish initial cards at no cost to the County and replacement cards for \$1.50/per single card or pair, with no charge for programming changes. Prompt payment(s) (within 20 days from County’s receipt of invoice) shall receive a deduction of 0.5% off the invoice total. Prompt payment discount terms shall apply regardless of the payment method.

All bi-monthly invoices shall be sent directly to the user Department, broken out by index code/sub account, and shall include the following information:

- Card number and assigned name or vehicle;
- Location of each purchase;
- Date of each purchase;
- Time of day of purchase;
- Odometer reading;
- Type of product purchased;
- Price per gallon and product;
- Number of gallons by purchase;
- Net dollar amount for each purchase;
- Miles per gallon (if correct odometer is kept and all product is purchased through the cardlock)
- Total dollar amount for all cards on invoice; and
- Breakdown of purchase by state

Invoices shall be sent via U.S. Mail or electronically via e-mail or may be received in a format as determined by the County Purchasing Agent.

Payments shall be coordinated and established with the Auditor/Controller's Office; prompt payment discount term (0.5%/20 days) is available with the following options:

- Payment via Check
- EFT (Electronic Funds Transfer)
 - Using county's bank ABA number and checking account, money is electronically withdrawn directly from County's bank account and deposited into Contractors bank account. (May be done automatically one/twice a month or weekly depending upon County's preference).
- Check by Fax
 - County faxes check (does not mail) then Contractor recreates the check and deposits immediately.
- Visa and/or MasterCard
 - County's Visa or MasterCard is kept safely on file in Contractor's office and is ran for payment either by County Consent (call in) or once/twice monthly automatically, depending upon County's preference.

Total amount of this Agreement shall not exceed two million dollars (\$2,000,000.00) for the two (2) year period, inclusive of authorized vending machine purchases in accordance with this Agreement.

ARTICLE IV

Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE V

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VI

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

ARTICLE VII

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE VIII

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subContractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE IX

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE X

Audit by California State Auditor: Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the

California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XI

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

ARTICLE XII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
360 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent

Or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

HUNT & SONS, INC.
5750 South Watt Avenue
Sacramento, CA 95829
ATTN: R. Dean Hunt, President

Or to such other location as the Contractor directs.

ARTICLE XIII

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XIV

Indemnity: The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subContractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XV

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

ARTICLE XVI

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XVII

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XVIII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

ARTICLE XIX

California Residency (Form 590): If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XX

Nonresident Withholding: If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

ARTICLE XXI

Taxpayer Identification Number (Form W-9): All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XXII

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XXIII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Ashley Boyd, Department Analyst, Chief Administrative Office, Procurement and Contracts Division, or successor.

ARTICLE XXIV

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXV

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXVI

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXVII

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

ARTICLE XXVIII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

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Requesting Contract Administrator Concurrence:

By: A. Boyd
Ashley Boyd
Department Analyst
Chief Administrative Office
Procurement and Contracts Division

Dated: 1/29/15

Requesting Department Head Concurrence:

By: Pamela Knorr
Pamela Knorr
Purchasing Agent
Chief Administrative Office

Dated: 1/30/15

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 1-27-15

By: 
Brian K. Veerkamp Chair
Board of Supervisors
"County"

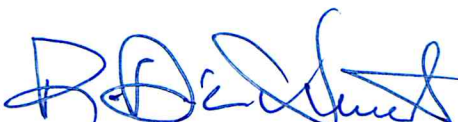
ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 1-27-15

-- CONTRACTOR --

HUNT & SONS, INC.
A California Corporation

By: 
R. Dean Hunt
President
"Contractor"

Dated: JAN 20, 2015

By: 
Corporate Secretary

Dated: 1-16-15

Exhibit "A" - Pacific Pride Fueling Sites

Host	Host Name	Site Code	Type	Site Address	City	State	Zip Code	County
130	ED STAUB & SONS PETROLEUM INC.	C8	N	HIGHWAY 299 & 139	ADIN	CA	96006	MODOC
130	ED STAUB & SONS PETROLEUM INC.	K7	N	406 W 8TH	ALTURAS	CA	96101	MODOC
298	SKS INC.	CN	N	551 S. OLIVE STREET	ANAHEIM	CA	92805	ORANGE
298	SKS INC.	CO	N	501 S. OLIVE STREET	ANAHEIM	CA	92805	ORANGE
295	STOHLMAN & ROGERS INC.	AWG	N	720 5TH STREET	ARBUCKLE	CA	95912	COLUSA
218	J. B. DEWAR INC.	ANL	N	1131 EL CAMINO REAL	ARROYO GRANDE	CA	93420	SAN LUIS OBISPO
295	STOHLMAN & ROGERS INC.	AIT	N	13210 LINCOLN WAY	AUBURN	CA	95603	PLACER
121	HAPPY DAY INC.	AYA	N	72922 BAKER BLVD.	BAKER	CA	92309	SAN BERNARDINO
92	BEAR MOUNTAIN TRAVEL STOP	QA	N	15840 COSTAJO STREET	BAKERSFIELD	CA	93313	KERN
132	GRAPEVINE OIL CO. INC.	AT8	P	1841 W. METTLER FRONTAGE ROAD	BAKERSFIELD	CA	93313	KERN
132	GRAPEVINE OIL CO. INC.	KW	P	7248 VALPREDO ROAD	BAKERSFIELD	CA	93313	KERN
31	HUNT & SONS INC.	APL	N	630 NOYES COURT	BENICIA	CA	94510	SOLANO
130	ED STAUB & SONS PETROLEUM INC.	AV7	N	656-143 SAWMILL CUTOFF ROAD	BIEBER	CA	96009	LASSEN
33	INYO CRUDE INC.	AKA	N	1290 N. MAIN STREET	BISHOP	CA	93514	INYO
127	WESTERN REFINING WHOLESAL INC.	AYO	N	2756 S. RIVERSIDE AVE.	BLOOMINGTON	CA	92237	RIVERSIDE
291	MCNEECE BROS. OIL CO. INC.	AZB	N	1313 MAIN STREET	BRAWLEY	CA	92227	CA
295	STOHLMAN & ROGERS INC.	TV	P	5362 MARYSVILLE ROAD	BROWNS VALLEY	CA	95918	YUBA
130	ED STAUB & SONS PETROLEUM INC.	AV6	N	37297 MAIN STREET	BURNEY	CA	96013	SHASTA
291	MCNEECE BROS. OIL CO. INC.	AZA	N	701 NORTH SORENSEN / HIGHWAY US	CALIPATRIA	CA	92233	IMPERIAL
49	BABA JI INC.	AVV	N	4993 HORNITOS ROAD	CATHEYS VALLEY	CA	95306	MARIPOSA
130	ED STAUB & SONS PETROLEUM INC.	CG	N	62272 HIGHWAY 299 E.	CEDARVILLE	CA	96104	MODOC
166	NORTHGATE PETROLEUM CO.	AV4	N	690 HIGHWAY 36	CHESTER	CA	96020	PLUMAS
288	ROBINSON OIL CORPORATION	AWV	N	2549 SCOTT AVENUE	CHICO	CA	95928	BUTTE
53	READING OIL INC.	AQQ	N	22798 ROAD 4	CHOWCHILLA	CA	93610	MADERA
44	DAL-CHEM INC. / DBA ALEXIS OIL CO.	JS	N	1535 LLURLINE AVENUE	COLUSA	CA	95932	COLUSA
250	CROSS PETROLEUM	VZ	N	219 GLIDER CIRCLE	CORONA	CA	92880	RIVERSIDE
25	C. RENNER INC.	ADO	N	19845 MAIN STREET	COTTONWOOD	CA	96022	SHASTA
242	ITL INC.	F8	N	1089 US HIGHWAY 101 N.	CRESCENT CITY	CA	95531	DEL NORTE
295	STOHLMAN & ROGERS INC.	ADL	N	8330 ATLANTIC AVENUE	CUDAHY	CA	96016	YOLO
295	STOHLMAN & ROGERS INC.	AMZ	N	2002 LYNDELL TERRACE	DAVIS	CA	95616	YOLO
166	NORTHGATE PETROLEUM CO.	6P	N	4810 CHILES ROAD	DAVIS	CA	95616	YOLO
229	HUNT & SONS INC.	AJZ	N	9305 MIDWAY	DURHAM	CA	95938	BUTTE
298	SKS INC.	U9	N	25 CANYON CREEK DRIVE	DUTCH FLAT	CA	95714	PLACER
291	MCNEECE BROS. OIL CO. INC.	UI	P	610 N. SECOND	EL CAJON	CA	92021	SAN DIEGO
291	MCNEECE BROS. OIL CO. INC.	UI	N	591 E. HEIL	EL CENTRO	CA	92243	IMPERIAL
291	MCNEECE BROS. OIL CO. INC.	UI	N	591 E. HEIL	EL CENTRO	CA	92243	IMPERIAL
278	SHUSTER OIL CO.	CM	N	591 E. HEIL	EL CENTRO	CA	92243	IMPERIAL
298	SKS INC.	CP	N	635 W. 3RD AVENUE	ESCONDIDO	CA	92025	SAN DIEGO
298	SKS INC.	CQ	N	1730 W. MISSION ROAD	ESCONDIDO	CA	92029	SAN DIEGO
67	HUMBOLDT PETROLEUM INC.	AVH	N	1567 SIMPSON WAY	ESCONDIDO	CA	92029	SAN DIEGO
130	ED STAUB & SONS PETROLEUM INC.	IS	N	3505 BROADWAY STREET	EUREKA	CA	95503	HUMBOLDT
202	FALLBROOK OIL CO.	FU	N	1149 S. KAWEAH AVENUE	EXETER	CA	93221	TULARE
178	CARDLOCK FUELS SYSTEM INC.	A0H	N	44015 HIGHWAY 299 E.	FALL RIVER MILLS	CA	96028	SHASTA
178	CARDLOCK FUELS SYSTEM INC.	A0H	N	1208 S. MAIN STREET	FALLBROOK	CA	96028	SAN DIEGO
34	EEL RIVER FUELS INC.	AKW	N	13800 VALLEY BLVD.	FONTANA	CA	92335	SAN BERNARDINO
34	EEL RIVER FUELS INC.	ALV	N	13800 VALLEY BLVD.	FONTANA	CA	92335	SAN BERNARDINO
			N	710 N. FRANKLIN STREET	FORT BRAGG	CA	95437	MENDOCINO
			N	824 N. FRANKLIN STREET	FORT BRAGG	CA	95437	MENDOCINO

Exhibit "A" - Pacific Pride Fueling Sites

168	CALIFORNIA FRESNO OIL CO.	FJ	N	2581 S. EAST AVENUE	FRESNO	CA	93706	FRESNO
178	CARDLOCK FUELS SYSTEM INC.	HI	N	3220 S. PARKWAY DRIVE	FRESNO	CA	93725	FRESNO
178	CARDLOCK FUELS SYSTEM INC.	HI	N	3220 S. PARKWAY DRIVE	FRESNO	CA	93725	FRESNO
178	CARDLOCK FUELS SYSTEM INC.	A0K	N	6490 CHESTNUT STREET	GILROY	CA	95020	SANTA CLARA
178	CARDLOCK FUELS SYSTEM INC.	A0K	N	6490 CHESTNUT STREET	GILROY	CA	95020	SANTA CLARA
178	CARDLOCK FUELS SYSTEM INC.	A00	N	8847 MONTEREY ROAD	GILROY	CA	95020	SANTA CLARA
178	CARDLOCK FUELS SYSTEM INC.	A00	N	8847 MONTEREY ROAD	GILROY	CA	95020	SANTA CLARA
178	CARDLOCK FUELS SYSTEM INC.	A0L	P	35 GONZALES RIVER ROAD	GONZALES	CA	93926	MONTEREY
178	CARDLOCK FUELS SYSTEM INC.	A0L	P	35 GONZALES RIVER ROAD	GONZALES	CA	93926	MONTEREY
178	CARDLOCK FUELS SYSTEM INC.	A0N	N	845 WALNUT AVENUE	GREENFIELD	CA	93927	MONTEREY
295	STOHLMAN & ROGERS INC.	AL8	N	505 VIRGINIA STREET	GRIDLEY	CA	95948	BUTTE
218	J. B. DEWAR INC.	ANB	N	933 HUBER STREET	GROVER BEACH	CA	93433	SAN LUIS OBISPO
115	DASSEL'S PETROLEUM	AB8	N	9535 E. 3RD STREET	HANFORD	CA	93230	KINGS
115	DASSEL'S PETROLEUM	AB8	N	9535 E. 3RD STREET	HANFORD	CA	93230	KINGS
115	DASSEL'S PETROLEUM	QW	N	31 WRIGHT ROAD	HOLLISTER	CA	95023	SAN BENITO
115	DASSEL'S PETROLEUM	QW	N	31 WRIGHT ROAD	HOLLISTER	CA	95023	SAN BENITO
115	DASSEL'S PETROLEUM	QW	N	31 WRIGHT ROAD	HOLLISTER	CA	95023	SAN BENITO
291	MCNEECE BROS. OIL CO. INC.	AS9	N	390 W. ATEN ROAD	IMPERIAL	CA	92251	IMPERIAL
790	AVD REALTY INC.	AOS	A	82-253 INDIO BLVD.	INDIO	CA	92201	RIVERSIDE
33	INYO CRUDE INC.	AI2	N	102 N. PEARSON ROAD	INYOKERN	CA	93527	INYO
21	WEST HILLS OIL CO. INC.	AYF	N	27666 BERNARD DRIVE	KETTLEMAN CITY	CA	93239	KING
276	VAN DE POL ENTERPRISES	AVT	N	5675 SEVENTH STREET	KEYES	CA	95328	STANISLAUS
13	WESTGATE PETROLEUM CO. INC.	SG	N	3740 HIGHLAND SPRINGS ROAD	LAKEPORT	CA	95453	LAKE
51	DION & SONS INC.	ALW	N	12210 INDUSTRY ROAD	LAKESIDE	CA	92040	SAN DIEGO
51	DION & SONS INC.	ALW	N	12210 INDUSTRY ROAD	LAKESIDE	CA	92040	SAN DIEGO
208	WALSMA OIL CO.	FV	N	44141 N. YUCA AVENUE	LANCASTER	CA	93534	LOS ANGELES
115	DASSEL'S PETROLEUM	A04	N	1735 W. D STREET	LEMOORE	CA	93245	KINGS
115	DASSEL'S PETROLEUM	A04	N	1735 W. D STREET	LEMOORE	CA	93245	KINGS
276	VAN DE POL ENTERPRISES	CL	N	351 N. BECKMAN ROAD	LODI	CA	95240	SAN JOAQUIN
218	J. B. DEWAR INC.	AI5	N	1400 W. LAUREL STREET	LOMPOC	CA	93436	SANTA BARBARA
241	DION & SONS INC.	2S	N	1543 W. 16TH STREET	LONG BEACH	CA	90813	LOS ANGELES
241	DION & SONS INC.	2S	N	1543 W. 16TH STREET	LONG BEACH	CA	90813	LOS ANGELES
43	LOST HILLS TRAVEL CENTER INC.	A03	N	14814 ALOMA STREET	LOST HILLS	CA	93249	KERN
237	TESEI PETROLEUM INC.	AAW	N	631 S. GATEWAY DRIVE	MADERA	CA	93637	MADERA
33	INYO CRUDE INC.	AJC	P	3011 MAIN STREET	MAMMOTH LAKES	CA	93546	MONO
103	CHASE'S FOOTHILL PETROLEUM	NX	N	4632 HIGHWAY 49 SOUTH	MARIPOSA	CA	95338	MARIPOSA
58	HUNT & SONS INC.	A0F	E	10773 HIGHWAY 49	MARTELL	CA	95654	AMADOR
229	HUNT & SONS INC.	AH9	N	11281 HIGHWAY 88	MARTELL	CA	95654	AMADOR
295	STOHLMAN & ROGERS INC.	XO	N	427 - 14TH STREET	MARYSVILLE	CA	95901	YUBA
102	CARDGAS INC.	JX	N	1455 R STREET	MERCED	CA	95340	MERCED
178	CARDLOCK FUELS SYSTEM INC.	FX	N	237 E. WHITMORE AVENUE	MODESTO	CA	95358	STANISLAUS
178	CARDLOCK FUELS SYSTEM INC.	FX	N	237 E. WHITMORE AVENUE	MODESTO	CA	95358	STANISLAUS
33	INYO CRUDE INC.	AN9	N	16048 SIERRA HIGHWAY	MOJAVE	CA	93501	KERN
250	CROSS PETROLEUM	C6	N	1012 N. MT. SHASTA BLVD.	MT. SHASTA	CA	96067	SISKIYOU
58	HUNT & SONS INC.	3D	N	4200 ROSEVILLE ROAD	NORTH HIGHLANDS	CA	95660	SACRAMENTO
103	CHASE'S FOOTHILL PETROLEUM	AIK	N	40160 HIGHWAY 49	OAKHURST	CA	93644	MADERA
170	RINEHART OIL INC. DBA RINO PACIFIC	C4	N	1107 FIFTH STREET	OAKLAND	CA	94607	ALAMEDA
234	INTER-STATE OIL COMPANY	4H	N	1455 FURNEAUX ROAD	OLIVEHURST	CA	95961	YUBA
170	RINEHART OIL INC. DBA RINO PACIFIC	G2	N	555 ORO DAM BOULEVARD EAST	OROVILLE	CA	95965	BUTTE

Exhibit "A" - Pacific Pride Fueling Sites

178	CARDLOCK FUELS SYSTEM INC.	A01	N	3815 E. VINEYARD AVENUE	OXNARD	CA	93036	VENTURA
178	CARDLOCK FUELS SYSTEM INC.	A01	N	3815 E. VINEYARD AVENUE	OXNARD	CA	93036	VENTURA
295	STOHLMAN & ROGERS INC.	AAU	N	5309 SKYWAY	PARADISE	CA	95969	BUTTE
125	SKS INC.	LL	N	7201 ROSECRANS AVENUE	PARAMOUNT	CA	90723	LOS ANGELES
218	J. B. DEWAR INC.	AUU	N	2403 GOLDEN HILL ROAD	PASO ROBLES	CA	93446	SAN LUIS OBISPO
218	J. B. DEWAR INC.	FO	N	1049 RIVERSIDE	PASO ROBLES	CA	93446	SAN LUIS OBISPO
119	BEST TRUCK STOP	AX9	A	451 NORTH PARK DRIVE	PIXLEY	CA	93256	TULARE
58	HUNT & SONS INC.	3C	N	2891 MOSQUITO ROAD	PLACERVILLE	CA	95667	EL DORADO
580	JACK GRIGGS INC.	IR	N	73 WEST VINE STREET	PORTERVILLE	CA	93257	TULARE
298	SKS INC.	AEB	N	13910 DANIELSON STREET	POWAY	CA	92064	SAN DIEGO
130	ED STAUB & SONS PETROLEUM INC.	AV5	N	1382 E. MAIN STREET	QUINCY	CA	95971	PLUMAS
130	ED STAUB & SONS PETROLEUM INC.	AV5	N	1382 E. MAIN STREET	QUINCY	CA	95971	PLUMAS
77	KAMPS PROPANE INC.	ADU	N	1000 OLIVE STREET	RAMONA	CA	92065	SAN DIEGO
58	HUNT & SONS INC.	3A	N	11341 WHITE ROCK ROAD	RANCHO CORDOVA	CA	95742	SACRAMENTO
265	FLYERS ENERGY LLC	A0P	N	782 ANTELOPE BLVD.	RED BLUFF	CA	96080	TEHAMA
250	CROSS PETROLEUM	C7	N	5292 CATERPILLAR ROAD	REDDING	CA	96003	SHASTA
89	RHODES INC.	AWN	N	609 N. REED AVENUE	REEDLEY	CA	93654	FRESNO
276	VAN DE POL ENTERPRISES	CZ	N	816 S. FRONTAGE ROAD	RIPON	CA	95366	SAN JOAQUIN
81	DOWNS ENERGY	AZ1	N	6171 QUAIL VALLEY COURT	RIVERSIDE	CA	92507	RIVERSIDE
46	MERIT OIL CO.	AC3	N	1751 EAST 3RD STREET	RIVERSIDE	CA	92507	RIVERSIDE
127	WESTERN REFINING WHOLESALE INC.	AYN	N	6171 QUAIL VALLEY CT.	RIVERSIDE	CA	92507	RIVERSIDE
58	HUNT & SONS INC.	AL2	N	4000 CINCINNATI AVENUE	ROCKLIN	CA	95765	PLACER
295	STOHLMAN & ROGERS INC.	AF1	N	609 B RIVERSIDE AVENUE	ROSEVILLE	CA	95678	PLACER
54	FLORIN COMMERCIAL FUEL	2P	N	7001 EAST PARKWAY	SACRAMENTO	CA	95823	SACRAMENTO
58	HUNT & SONS INC.	AQR	N	9687 GORE ROAD	SACRAMENTO	CA	95827	SACRAMENTO
58	HUNT & SONS INC.	AQR	N	9687 GORE ROAD	SACRAMENTO	CA	95827	SACRAMENTO
58	HUNT & SONS INC.	3B	N	5800 SOUTH WATT AVENUE	SACRAMENTO	CA	95829	SACRAMENTO
58	HUNT & SONS INC.	3E	N	1201 FEE DRIVE	SACRAMENTO	CA	95815	SACRAMENTO
234	INTER-STATE OIL COMPANY	AE4	N	8221 ALPINE AVENUE	SACRAMENTO	CA	95826	SACRAMENTO
295	STOHLMAN & ROGERS INC.	AOE	N	4400 RALEY BLVD.	SACRAMENTO	CA	95838	SACRAMENTO
99	MONTEREY COUNTY PETROLEUM	AXB	N	1163 TERVEN AVENUE	SALINAS	CA	93901	MONTEREY
99	MONTEREY COUNTY PETROLEUM	AXA	P	721 ABBOTT STREET	SALINAS	CA	93901	MONTEREY
79	STURDY OIL CO.	ALX	N	1511 ABBOTT STREET	SALINAS	CA	93901	MONTEREY
79	STURDY OIL CO.	ATS	N	721 VERTIN AVENUE	SALINAS	CA	93901	MONTEREY
46	MERIT OIL CO.	AC6	N	1405 W. RIALTO AVENUE	SAN BERNARDINO	CA	92402	SAN BERNARDINO
298	SKS INC.	CS	N	1141 E STREET	SAN DIEGO	CA	92101	SAN DIEGO
298	SKS INC.	GD	N	9270 DOWDY DRIVE	SAN DIEGO	CA	92126	SAN DIEGO
222	BAY AREA DIABLO PETROLEUM	AXF	P	905 STOCKTON AVENUE	SAN JOSE	CA	95110	SANTA CLARA
288	ROBINSON OIL CORPORATION	F6	N	2075 ALUM ROCK AVENUE	SAN JOSE	CA	95116	SANTA CLARA
116	WESTERN STATES OIL CO.	APX	N	2300 KRUSE DRIVE	SAN JOSE	CA	95131	SANTA CLARA
116	WESTERN STATES OIL CO.	GH	N	1790 S. 10TH STREET	SAN JOSE	CA	95112	SANTA CLARA
116	WESTERN STATES OIL CO.	GJ	N	444 E. TAYLOR STREET	SAN JOSE	CA	95112	SANTA CLARA
116	WESTERN STATES OIL CO.	GJ	N	2708 UNION AVENUE	SAN JOSE	CA	95124	SANTA CLARA
116	WESTERN STATES OIL CO.	U2	N	2709 TEAGARDEN STREET	SAN JOSE	CA	95124	SANTA CLARA
218	J. B. DEWAR INC.	FI	N	75 PRADO ROAD	SAN LEANDRO	CA	94577	ALAMEDA
298	SKS INC.	CV	N	875 GRAND AVENUE	SAN LUIS OBISPO	CA	93401	SAN LUIS OBISPO
288	ROBINSON OIL CORPORATION	CE	N	3471 LAFAYETTE ST.	SAN MARCOS	CA	92069	SAN DIEGO
218	J. B. DEWAR INC.	ASX	N	612 W. BOONE	SANTA CLARA	CA	95054	SANTA CLARA
			N		SANTA MARIA	CA	93458	SANTA BARBARA

Exhibit "A" - Pacific Pride Fueling Sites

218	J. B. DEWAR INC.	FP	N	2310 S. MEREDITH LANE	SANTA MARIA	CA	93455	SANTA BARBARA
218	J. B. DEWAR INC.	FP	N	2310 S. MEREDITH LANE	SANTA MARIA	CA	93455	SANTA BARBARA
26	TROJAN PETROLEUM INC.	YI	N	1665 WEST BETTERAVIA ROAD	SANTA MARIA	CA	93455	SANTA BARBARA
26	TROJAN PETROLEUM INC.	YI	N	1665 WEST BETTERAVIA ROAD	SANTA MARIA	CA	93455	SANTA BARBARA
26	TROJAN PETROLEUM INC.	YI	N	1665 WEST BETTERAVIA ROAD	SANTA MARIA	CA	93455	SANTA BARBARA
48	J.E. CLARK II CORP.	AC1	N	18115 E. TELEGRAPH ROAD	SANTA PAULA	CA	93060	VENTURA
32	NICK BARBIERI TRUCKING LLC	AYE	N	4290 SANTA ROSA AVENUE	SANTA ROSA	CA	95407	SONOMA
288	ROBINSON OIL CORPORATION	ATD	N	55 EAST TODD ROAD	SANTA ROSA	CA	95407	SONOMA
51	DION & SONS INC.	APU	N	11427 WOODSIDE AVENUE	SANTEE	CA	92071	SAN DIEGO
115	DASSEL'S PETROLEUM	PU	N	50 JANIS WAY	SCOTT'S VALLEY	CA	95066	SANTA CRUZ
115	DASSEL'S PETROLEUM	PU	N	50 JANIS WAY	SCOTT'S VALLEY	CA	95066	SANTA CRUZ
79	STURDY OIL CO.	AJQ	N	2000 DEL MONTE BLVD.	SEASIDE	CA	93955	MONTEREY
58	HUNT & SONS INC.	ABO	N	4220 MOTHER LODE DRIVE	SHINGLE SPRINGS	CA	95682	EL DORADO
178	CARDLOCK FUELS SYSTEM INC.	A0J	N	75 WEST EASY STREET	SIMI VALLEY	CA	93065	VENTURA
178	CARDLOCK FUELS SYSTEM INC.	A0J	N	75 WEST EASY STREET	SIMI VALLEY	CA	93065	VENTURA
178	CARDLOCK FUELS SYSTEM INC.	AM2	N	201 HOSPITAL ROAD	SONORA	CA	95370	TUOLUMNE
276	VAN DE POL ENTERPRISES	AM4	N	4407 E. WATERLOO ROAD	STOCKTON	CA	95215	SAN JOAQUIN
276	VAN DE POL ENTERPRISES	AY9	N	5777 S. FRENCH CAMP ROAD	STOCKTON	CA	95206	SAN JOAQUIN
276	VAN DE POL ENTERPRISES	F0	N	1033 W. CHARTER WAY	STOCKTON	CA	95206	SAN JOAQUIN
130	ED STAUB & SONS PETROLEUM INC.	AV8	N	702-190 JOHNSTONVILLE ROAD	SUSANVILLE	CA	96130	LASSEN
295	STOHLMAN & ROGERS INC.	AT4	N	7505 COLUSA HIGHWAY	SUTTER	CA	95982	SUTTER
298	SKS INC.	CT	N	41981 AVENIDA ALVARADO	TEMECULA	CA	92590	RIVERSIDE
178	CARDLOCK FUELS SYSTEM INC.	AA6	P	34243 S. CHRISMAN ROAD	TRACY	CA	95304	SAN JOAQUIN
253	ROCHE OIL INC.	7X	N	1120 EAST PAIGE	TULARE	CA	93274	TULARE
130	ED STAUB & SONS PETROLEUM INC.	AWA	P	351 HIGHWAY 139	TULELAKE	CA	96134	SISKIYOU
178	CARDLOCK FUELS SYSTEM INC.	AME	N	309 S. TULLY ROAD	TURLOCK	CA	95380	STANISLAUS
178	CARDLOCK FUELS SYSTEM INC.	AME	N	309 S. TULLY ROAD	TURLOCK	CA	95380	STANISLAUS
170	RINEHART OIL INC. DBA RINO PACIFIC	C0	N	2401 N STATE ST	UKIAH	CA	95482	MENDOCINO
234	INTER-STATE OIL COMPANY	J7	N	917 COTTING LANE	VACAVILLE	CA	95688	SOLANO
116	WESTERN STATES OIL CO.	AUF	P	28915 AVENUE PENN	VALENCIA	CA	91355	LOS ANGELES
267	VALLEY CENTER OIL CORP.	CD	N	28010 VALLEY CENTER ROAD	VALLEY CENTER	CA	92082	SAN DIEGO
75	DON ROSE OIL CO. INC.	AGS	N	205 N. BEN MADDOX WAY	VISALIA	CA	93292	TULARE
298	SKS INC.	CU	P	620 S. SANTA FE	VISTA	CA	92084	SAN DIEGO
178	CARDLOCK FUELS SYSTEM INC.	A0M	N	103 LEE ROAD	WATSONVILLE	CA	93926	SANTA CRUZ
178	CARDLOCK FUELS SYSTEM INC.	A0M	N	103 LEE ROAD	WATSONVILLE	CA	93926	SANTA CRUZ
79	STURDY OIL CO.	A07	N	41 PORTER DRIVE	WATSONVILLE	CA	95076	MONTEREY
234	INTER-STATE OIL COMPANY	AVG	N	3870 CHANNEL DRIVE	WEST SACRAMENTO	CA	95691	YOLO
234	INTER-STATE OIL COMPANY	FG	N	3022 EVERGREEN AVENUE	WEST SACRAMENTO	CA	95691	YOLO
291	MCNEECE BROS. OIL CO. INC.	UD	N	300 W. MAIN STREET	WESTMORLAND	CA	92281	IMPERIAL
130	ED STAUB & SONS PETROLEUM INC.	AV3	N	HIGHWAY 36 & A-21	WESTWOOD	CA	96137	LASSEN
295	STOHLMAN & ROGERS INC.	AWS	P	100 D STREET	WHEATLAND	CA	95692	YUBA
166	NORTHGATE PETROLEUM CO.	5T	N	570 E. STREET	WILLIAMS	CA	95987	COLUSA
32	NICK BARBIERI TRUCKING LLC	APK	N	251 SHELL LANE	WILLITS	CA	95490	MENDOCINO
221	GANDY & STALEY	AAT	N	630 EUREKA STREET & 99W	WILLOWS	CA	95988	GLENN
234	INTER-STATE OIL COMPANY	ATT	N	454 NORTHEAST STREET	WOODLAND	CA	95776	YOLO
234	INTER-STATE OIL COMPANY	FE	N	183 WEST MAIN STREET	WOODLAND	CA	95695	YOLO
234	INTER-STATE OIL COMPANY	FF	N	801 EAST STREET	WOODLAND	CA	95776	YOLO
250	CROSS PETROLEUM	C5	N	501 N. FOOTHILL DRIVE	YREKA	CA	96097	SISKIYOU
295	STOHLMAN & ROGERS INC.	XN	N	1332 BOGUE ROAD	YUBA CITY	CA	95993	SUTTER

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Exhibit "A" - Pacific Pride Fueling Sites

295 STOHLMAN & ROGERS INC. 7Y N 1466 COLUSA HIGHWAY YUBA CITY CA 95993 SUTTER

Exhibit "A" - Pacific Pride Fueling Sites

Host Name	Site Code	Type	Site Address	City	State	Zip Code	County
234 INTER-STATE OIL COMPAN' AE3		N	1668 OLD HOT SPRINGS ROAD	CARSON CITY	NV	89706	WASHOE
69 CRAWFORD OIL INC. AGQ		N	5180 NORTH LAMB BLVD.	LAS VEGAS	NV	89115	CLARK
47 REBEL OIL COMPANY INC. AMR		N	4925 BOULDER HIGHWAY	LAS VEGAS	NV	89121	CLARK
125 SKS INC. ANT		N	4466 E. CAREY AVENUE	N. LAS VEGAS	NV	89115	CLARK
265 FLYERS ENERGY LLC AFW		N	2500 E. 4TH STREET	RENO	NV	89512	WASHOE
234 INTER-STATE OIL COMPAN' AE2		N	50 LILLARD DRIVE	SPARKS	NV	89434	WASHOE
162 REED INCORPORATED N1		N	3600 W. WINNEMUCCA BLVD.	WINNEMUCCA	NV	89445	HUMBOLDT

City	State	Zip	Store Name	Brand	Address	Hwy	Exit	24Hr	18-Whl	Gas	Diesel	BioDiesel	E85	Maint	P@P	Phone	CFN ID
ALTURAS	CA	96101	ALTURAS ALLIANCE	Unbranded	100 N MAIN ST.			Y	Y	Y	Y				Y	530-233-2610	5645
ANAHEIM	CA	92801	SC FUELS ANAHEIM	Valero	1431 N RAYMOND AVE			Y	Y	Y	Y				Y	714-491-8660	6244
ANAHEIM	CA	92806	SC FUELS MIRALOMA	Unbranded	3375 MIRALOMA AVE			Y	Y	Y	Y				Y	714-223-0207	6245
ANAHEIM	CA	92806	ANAHEIM - CA	Unbranded	1231 N. BLUE GUM ST.					Y	Y				Y	123-123-1234	1488
ANAHEIM	CA	92802	ANAHEIM - CA	Unbranded	1436 W SANTA ANA STR					Y	Y				Y	123-123-1234	338
ANTIOCH	CA	94509	BAY COUNTIES PITCOCK PETROLEUM	Unbranded	3050 WILBUR AVE			Y	Y	Y	Y				Y	925-935-3800	5684
ARBUCKLE	CA	95912	ARBUCKLE - CA	Unbranded	1161 PUTMAN WAY					Y	Y				Y	123-123-1234	1696
ARCATA	CA	95521	RENNER PETROLEUM - ARCATA	Unbranded	76 ALDERGROVE ROAD	299	1	Y	Y	Y	Y				Y	707-443-1645	170
AFOMAS	CA	95004	WATSONVILLE - CA	Unbranded	33 ASSOCIATED LANE					Y	Y				Y	123-123-1234	1002
ATASCADERO	CA	95422	ATASCADERO - CA	Unbranded	8955 MONTECITO					Y	Y				Y	123-123-1234	1420
ATWATER	CA	95301	ATWATER - CA	Unbranded	2249 ATWATER BLVD					Y	Y				Y	123-123-1234	5669
BAKERSFIELD	CA	93308	BUCK OWENS SHELL	Shell	4200 BUCK OWENS BLVD.			Y		Y	Y				Y	661-637-0982	1323
BAKERSFIELD	CA	93308	HUNGRY'S MARKET	Unbranded	6600 ROSEDALE HWY			Y	Y	Y	Y				Y	661-589-5640	42
BAKERSFIELD	CA	93309	SCHIRRA SHELL	Shell	7030 SCHIRRA COURT			Y	Y	Y	Y				Y	123-123-1234	48
BANNING	CA	92220	POMA BANNING - CA	Unbranded	5860 JOSHUA PALMER W	I 10		Y	Y	Y	Y				Y	909-421-2280	5144
BARSTOW	CA	92311	GAS INC CL4	Unbranded	2370 W MAIN ST			Y	Y	Y	Y				Y	760-956-9519	758
BELMONT	CA	94002	BELMONT - FLYERS	Unbranded	610 HARBOR BLVD	HWY 101		Y	Y	Y	Y				Y	650-873-8200	132
BENICIA	CA	94510	BENICIA - CA	Shell	5990 EAST 2ND STREET					Y	Y				Y	123-123-1234	1109
BIEBER	CA	96009	BIEBER - CA	Unbranded	CORNER HWY 299 & CO					Y	Y				Y	123-123-1234	440
BLTYHE	CA	92225	BLTYHE - CA -- DIESEL ONLY	Unbranded	10955 SEELEY AVENUE				Y	Y	Y				Y	123-123-1234	590
BRAWLEY	CA	92227	BRAWLEY - CA -	Unbranded	815 E K ST.	SR11178		Y	Y	Y	Y				Y	760-427-2625	94
BUTTONWILLOW	CA	93206	BUTTONWILLOW - CA	Unbranded	27736 HIGHWAY 58					Y	Y				Y	123-123-1234	11
CARPINTERIA	CA	93013	CARPINTERIA - CA	Unbranded	3663 VIA REAL					Y	Y				Y	123-123-1234	1380
CASTROVILLE	CA	95012	VPPS - CASTROVILLE - CA	Unbranded	11000 COMMERCIAL PAR					Y	Y				Y	123-123-1234	558
CERES	CA	95307	CERES - CA	Unbranded	2825 RAILROAD AVE					Y	Y				Y	123-123-1234	2685
CERES	CA	95307	CERES - CA	Unbranded	820 SERVICE RD					Y	Y				Y	123-123-1234	2886
CHICO	CA	95927	HUNT & SONS CHICO - CA	Unbranded	310 NORD AVE					Y	Y				Y	123-123-1234	115
CHINO	CA	91710	SC FUELS POMONA	Unbranded	3501 COUNTY ROAD			Y	Y	Y	Y				Y	909-548-0229	6258
CHINO	CA	91710	DEWITT CHINO - CA	Unbranded	5415 SCHAEFER AVE			Y	Y	Y	Y				Y	909-464-1114	4203
CHOWCHILLA	CA	93610	CHOWCHILLA - CA	Shell	105 N. CHOWCHILLA BY					Y	Y				Y	123-123-1234	648
CITY OF INDUSTRY	CA	91745	DEWITT CITY OF INDUSTRY - CA	Unbranded	15508 E. GALE AVENUE	60		Y	Y	Y	Y				Y	626-444-2691	1183

CFN - (CFN FleetWide cards and white traditional CFN cards)

Report run on: 01/05/2015 04:09

Search limited to: IsFuelSite=true;States=CA;

335-SI511
Exhibit "B" - CFN Fueling Sites

CFN - (CFN FleetWide cards and white traditional CFN cards)

Report run on: 01/05/2015 04:07

Search limited to: IsFuelSite=true;States=NV;

City	State	Zip	Store Name	Brand	Address	Hwy	Exit	24Hr	18-Whl	Gas	Diesel	BioDiesel	E85	Maint	P@P	Phone	CFN ID
BATTLE MOUNTAIN	NV	89820	BATTLE MOUNTAIN - NV	Unbranded	345 NORTH 1ST ST			Y	Y	Y	Y				Y	123-123-1234	212
CARLIN	NV	89822	CARLIN - NV	Unbranded	424 CHESTNUT ST			Y	Y	Y	Y				Y	123-123-1234	4256
CARSON CITY	NV	89701	CARSON CITY - NV	Unbranded	5907 US HWY 50 EAST			Y	Y	Y	Y				Y	123-123-1234	232
CARSON CITY	NV	89706-0619	CARSON CITY - NV	Unbranded	4551 GONI ROAD				Y	Y	Y				Y	123-123-1234	1482
CARSON CITY	NV	89701	CARSON CITY - NV	Unbranded	1462 S. CARSON ST.				Y	Y	Y				Y	123-123-1234	1162
CARSON CITY	NV	89706	MOUND HOUSE-NV	Unbranded	35 HWY341				Y	Y	Y				Y	775-232-9631	4606
CARSON CITY	NV	89701	CARSON CITY - NV	Unbranded	1700 N. CARSON ST			Y		Y	Y				Y	123-123-1234	201
ELKO	NV	89801	ELKO - NV	Unbranded	920 MOUNTAIN CITY HW			Y	Y	Y	Y				Y	123-123-1234	1096
ELKO	NV	89801	ELKO - NV	Unbranded	205 14TH ST.					Y					Y	123-123-1234	1097
ELKO	NV	89801	ELKO - NV	Unbranded	ALTA VISTA DRIVE			Y	Y	Y	Y				Y	123-123-1234	1296
EUREKA	NV	89316	EUREKA - NV	Unbranded	291 MAIN ST			Y		Y	Y				Y	123-123-1234	4190
FALLON	NV	89406	FALLON - NV	Unbranded	335 EAST WILLIAMS			Y		Y	Y				Y	123-123-1234	434
HAWTHORNE	NV	89415	FLYERS ENERGY	Unbranded	3000 INDUSTRIAL LOOP			Y		Y	Y				Y	650-873-8200	6322
HENDERSON	NV	89011	RIVER CITY PETROLEUM	Unbranded	790 N. GIBSON ROAD			Y	Y	Y	Y				Y	702-643-9200	1454
LAS VEGAS	NV	89115	RIVER CITY PETROLEUM	Unbranded	4915 N. SLOAN RD.			Y	Y	Y	Y				Y	702-643-9200	573
LAS VEGAS	NV	89115	RIVER CITY PETROLEUM	Unbranded	4870 E. CARTIER AVE.			Y	Y	Y	Y				Y	702-643-9200	1567
LAS VEGAS	NV	89103	THOMAS PETROLEUM	Unbranded	3685 POLARIS RD			Y		Y	Y				Y	801-298-3252	4632
LAS VEGAS	NV	89103	RIVER CITY PETROLEUM	Unbranded	4830 SOUTH PROCYON			Y	Y	Y	Y				Y	702-643-9200	200
LAS VEGAS	NV	89118	RIVER CITY PETROLEUM	Unbranded	5875 S. POLARIS AVE.			Y	Y	Y	Y				Y	702-643-9200	1182
LAS VEGAS	NV	89118	RIVER CITY PETROLEUM	Unbranded	6820 BADURA AVE			Y		Y	Y				Y	916-371-4960	5985
LAS VEGAS	NV	89120	RIVER CITY PETROLEUM	Unbranded	3315 E PATRICK LN			Y	Y	Y	Y				Y	702-643-9200	2166
LOVELOCK	NV	89419	LOVELOCK - NV	Unbranded	500 INDUSTRIAL RD.			Y	Y	Y	Y				Y	123-123-1234	958
MINDEN	NV	89423	MINDEN - NV	Unbranded	1571 HWY 395			Y	Y	Y	Y				Y	123-123-1234	710
NORTH LAS VEGAS	NV	89030	RIVER CITY PETROLEUM	Unbranded	3870 E CRAIG RD			Y	Y	Y	Y				Y	702-643-9200	2167

335-S1511

EXHIBIT "C" – PRICING FOR CARDLOCK FUELING

Pricing – Pacific Pride

DOMESTIC SITES (Unbranded)

Gasoline – OPIS Weekly (Sacramento) Unbranded Average plus \$0.075 cpg

Diesel Fuel – OPIS Weekly (Sacramento) Average plus \$0.075 cpg

- | | |
|--|--|
| - 4220 Motherlode Drive, Shingle Springs | - 11345 White Rock, Rancho Cordova |
| - 9687 Gore Road, Sacramento | - 5800 So. Watt Ave., Sacramento |
| - 1201 Fee Drive, Sacramento | - 4200 Roseville Road, North Highlands |
| - 4000 Cincinnati, Rocklin | - 6540 Wentworth Springs Rd., Georgetown |

DOMESTIC SITES (Branded)

Gasoline & Diesel Fuel – OPIS Weekly (Sacramento) Chevron plus \$0.075 cpg

- 2891 Mosquito Road, Placerville

FOREIGN SITES (Unbranded)

Gasoline – OPIS Weekly (Sacramento) Unbranded Average plus \$0.115 cpg

Diesel Fuel – OPIS Weekly (Sacramento) Average plus \$0.115 cpg

FOREIGN SITES (Branded)

Gasoline & Diesel Fuel – OPIS Weekly (Sacramento) Brand plus \$0.115 cpg

Pricing – CFN

FOREIGN SITES (Branded)

Gasoline & Diesel Fuel – OPIS Daily (Sacramento) plus \$0.115 cpg

Proposed Payment Discount

Deduct 0.5% off the invoice total if payment is received within twenty (20) days from County's receipt of invoice.

Training to be done on an "as requested" basis at no charge to County.

(1) Pricing to be in accordance with "OPIS – Unbranded Average"*** weekly prices. However, if unforeseen circumstances warrant Franchisor billing Contractor at the daily OPIS – Unbranded Average prices, due to uncontrollable market events and the increases being \$0.05 or more, pricing for County shall also be billed at the daily pricing.

For weekly pricing, Contractor shall use "Wednesday OPIS Daily – Unbranded Average"*** prices at the 5:30 Eastern timeframe for the coming week for both grades of fuel. If daily pricing is required, Contractor shall use the "OPIS – Unbranded Average"*** daily reports (any given day) to adjust the prices charged to County, effective the next business day AND upon notification to County by Contractor.

(2) For County Departments traveling outside of the Sacramento Area, Contractor shall furnish to County daily pricing for that specific location on an "as needed" basis.

*** Except for Branded sites where the Branded OPIS price for the assigned Brand will be used.