

June, 24, 2014

Proposal for Purchase of Aviation Fuel and Related Services Presented to:

Jefferson County Purchasing Department: Term Contract for Aviation Fuel for Jack Brooks Regional Airport IFB 14-015/JW





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June 24th, 2014

Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701

Subject: EPIC FBO Network Offer Letter for Fuel Supply

Dear Purchasing Department:

Thank you for giving EPIC Aviation, LLC an opportunity to present you with the below proposal letter. We are extremely interested in building a partnership with Jack Brooks Regional Airport to provide ideas and solutions that complement and enhance your aviation fuel, service and marketing offer.

Term:

Initial term of agreement will be three (3) years from August 1, 2014 through July 31, 2015.

Credit Terms:

EFT Net 30 days

Volume:

Estimated to be 750,000 USG of Jet A and 53,000 USG of Avgas per annum in Beaumont, Texas.

Fuel Pricing:

Jet A price will be indexed to PLATTS Gulf Coast Pipeline Prior Week Average, plus a fixed differential of \$.1505

- The jet fuel differential will not include taxes
 - o Federal Excise Tax of \$.244
- The differential and freight may be adjusted for third party increase or decrease of associated fees or tariffs, based on annual renewal timing and will be in writing.

Avgas price will be indexed to PLATTS Gulf Coast Pipeline Prior Week Average UNL 93, plus a fixed differential of \$.915.

- The avgas fuel differential will not include taxes
 - o Federal Excise Tax of \$.194
- The differential and freight may be adjusted for third party increase or decrease of associated fees or tariffs, based on annual renewal timing and will be in writing.

Fuel Ordering: Jack Brooks Airport can order fuel by calling 866.501.3742, emailing EPICDispatch@EPICAviationLLC.com or by logging on to http://www.epicaviationllc.com/fuel- supply/online-fuel-form/. Upon ordering of a fuel load you will receive a notification via email advising of the order confirmation, carrier and estimated delivery time. Fuel deliveries will take

between 1-3 days after ordering.

Refueler:

Jet A Refueler

- \$1,015/month lease rate
- 3,000 gallon 1999 Jet A Rampstar refueler
- With \$2,500/year toward refueler maintenance during the term of the contract



Signage:

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EPIC will work with the sign company to create and install an EPIC single pole sign with fuel types and pricing.

Marketing and Advertising:

- Worldwide UVair & EPIC sales support team dedicated to growing your business to complement your sales team, plus a strategy and customer card-transition plan
- EPIC & UVair Sales Team meeting to help promote your location
- On EPICAviationLLC.com, EPICCardServices.com, and UVair.com websites
- In 'Welcome' press releases, and e-blasts to EPIC and UVair Card, and Bravo end users
- Exposure at tradeshows including: NBAA, S&D, ABACE, EBACE, LABACE, plus regional shows
- Through co-op advertising at a rate of \$0.005 per gallon based on retail volume

Training:

Our training offer has 4 elements:

- 1. On-Line NATA Supervisor's Training (40 CFR Part 139) Regular price of \$365.00 per person, but your cost with the EPIC program is \$79.95.
- 2. On-Line NATA Safety 1st Professional Line Service Training Regular price is \$264.00 per person, but your cost with the EPIC program is \$49.95.
- 3. "Other" On-Line NATA Training Customer Service, De-Icing, OSHA, etc is available
- 4. Hands-On Training on-site at your facility

Pilot Rewards: Bravo Rewards with 45 Million options for the Pilot, Flight Department, etc to choose from.

- Split the points up to 5 ways at the time of transaction
- Set qualifications for awarding the points: minimum uplift, credit card type and transient vs. based customer
- Customers gain 2 points per gallon and your cost is only .01 cents per point
- Bonus Reward points for EPIC Card fuel purchases paid by EPIC
- Use the points to attract new business, run promotions and upsell the fuel

Contract Fuel: New Cobranded EPIC and MultiService card will provide:

- 0% processing fee to Jack Brooks Airport
- No fuel releases required and the card is accepted around the world
- FBOs set their ITP rates for the fuel
- End users do not pay an upcharge on ancillary services
- EPIC Sales team to help drive business to the ramp
- End users can view their weekly pricing on the iGoEPIC App, at EPICCardServices.com or through the weekly importable fuel pricing files

Processing:

Competitive credit card processing rates and transaction systems -

- Compass Transaction Management System online tool to process aviation fuel cards and credit/bank cards via a card swipe or tail number look up. Plus, you can store card numbers safely and for easy processing in this PCI compliant system.
- Vx870 standalone 'brick' PoS system for card processing.



EPIC Direct – web based transaction system that processes third-party resellers, NetJets, adhoc and commercial sales in real time. Transactions are processed at 0% through electronic fuel releases, and will help Your FBO in efforts to streamline your back office systems and reduce multiple processing platforms.

Card Type	Processing Fee	Reimbursement (Business Days)
EPIC Flex Card	0.00% - Flex / Contract Fuel 1.75% - Retail	2 Days
American Express	3.35%	2 Days
AVCard	3.25%	2 Days
Discover	2.95%	2 Days
MasterCard	2.15% – Qualified 2.95% – Non Qualified	2 Days
MultiService	3.25%	2 Days
U.S. Government AIRCard	0.00% - Contract 3.25% - Non Contract	According to contract 2 Days (non-contract)
UVair® Fueling Card	0.00% - Buyback/Contract Fuel 2.95% - Retail	According to contract 2 Days
Visa	2.15% – Qualified 2.95% – Non Qualified	2 Days
Monthly Processing Fee	\$40.00	

Specifications: See 'Attachment A' for published specifications of Jet A and Avgas fuels.

Insurance:

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Excess Product Liability Insurance - \$50,000,000. EPIC is in compliance with current insurance

requirements for this bid.

Approval:

Subject to final Quality Assurance, Credit, and Management approval

If you feel I missed something of critical value to you, please give me an opportunity to present it to your team. I may be reached via cell at 503.569.2209. We look forward to continuing this business partnership between EPIC and Jack Brooks Regional Airport.

Best Regards,

Connie R. Pierpoint

Sales Manager South Central

EPIC Aviation, LLC

OFFER AND ACCEPTANCE FORM

		OFFER 1	TO CONTRACT		
To Jefferson C	ounty:				
specifications, understand that	and amendments at the items in this	on for Bid and any writt	iance with all terms, conditions, en exceptions in the offer. We mited to, all required certificates entract.		
accurate, and o	ed hereby state complete, and sta act if accepted by	ites that he/she	has the authority to su	information provided is true, bmit this bid, which will result in	
We acknowled	ge receipt of the f	following amend	dment(s):1, _2_	,	
I certify, under	r penalty of perj	ury, that I have	the legal authorization	n to bind the firm hereunder:	
EPIC Aviation	on, LLC		For clarification of the	nis offer, contact:	
Company Nam	е				
222 West Colinas, Suite 1600			Connie Pierpoint		
Address			Name		
Irving,	TX	75039	503-569-2209	503-566-2304	
City	State	Zip	Phone	Fax	
Asm			cpierpoint@epic	aviationlic.com	
Signature of Person Authorized to Sign			E-mail		
James E. Gre	een				
Printed Name		-			
COO & CFO					

Bidder Shall Return Completed Form with Offer.

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Title

ATTEST: Carolyn L. Guidry Date		Acceptance of Offer
based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, and the Contractor's Offer as accepted by Jefferson County. This contract shall henceforth be referred to as Contract No. 14-015/JW, Term Contract for Avia Fuel for Jack Brooks Regional Airport. The Contractor has not been authorized to commence billable work or to provide any material or service under this contract until Contractor receive purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent. Countersigned: Date Carolyn L. Guidry Date	The Offer is hereby accepted for Regional Airport. Contract Term:	the following items: Term Contract for Aviation Fuel for Jack Brooks Three (3) Years from August 1, 2014 through July 31, 2015.
Fuel for Jack Brooks Regional Airport. The Contractor has not been authorized to commence billable work or to provide any material or service under this contract until Contractor receive purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent. Countersigned: Date County Judge ATTEST: Date	based upon the Invitation for Bio	d, including all terms, conditions, specifications, amendments, etc.
Jeff R. Branick County Judge ATTEST: Carolyn L. Guidry Date	Fuel for Jack Brooks Regional A billable work or to provide any r	irport. The Contractor has not been authorized to commence any material or service under this contract until Contractor receives a
County Judge ATTEST: Carolyn L. Guidry Date	Countersigned:	
County Judge ATTEST: Carolyn L. Guidry Date		Data
Carolyn L. Guidry Date	leff R Branick	
Carolyn L. Guidry Date County Clerk		Dato
County Cierk	Jeff R. Branick County Judge ATTEST:	Dato
	County Judge ATTEST: Carolyn L. Guidry	

Bidder Shall Return Completed Form with Offer.

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JEFFERSON COUNTY, TEXAS PURCHASING DEPARTMENT

1149 Pearl Street – First Floor Beaumont, Texas 77701 409-835-8593

ADDENDUM TO IFB

IFB Number:

14-015/JW

IFB Title:

Term Contract for Aviation Fuel for Jack Brooks Regional Airport

IFB Due:

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11:00 am CST, Tuesday, June 24, 2014

Addendum No.:

Issued (Date):

June 11, 2014

To BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – including all addenda. For purposes of clarification, receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal. If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Revised Bid Form (Attached)

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged	
ATTEST:	Authorized Signature (Bidder)
Kuthley Momo	Title of Person Signing Above
Witness	EPIC Aviation LCC Typed Name of Business or Individual
Approved by Date:	222 West Colinas #1600 Address Irving, TX 75039
	Irving, 7x 75039

Revised Bid Form - Addendum 2

Using this form, each Offeror must state its proposed charges. Each Offeror's charges must include the entire cost of providing the services identified in this IFB.

Cost/Fee Proposals may be submitted in any form(s). Cost will be a factor in the County's selection process.

Item 1.

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Price for AV Gas Low Lead 100 is the price in effect at time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline mid using Monday through Friday average effective on Tuesdays, plus bidder's markup per gallon, plus tax in effect.

Estimated Quantity	Description		Unit Price per Gallon	Estimated Total Price per Year
48,000				
53,000				
gallons	AV Gas Low Lead 100		\$ 4.1116	\$217,914.80
	Platts Reference Price for 07-12-2011 05-13-2014	\$ 2.9987		
and the second from the state of the second	Bidder's Markup	\$ 0.915	**************************************	- And
	Taxes/Fees per Galion	\$0.19790		
	Unit Price per Gallon (price, bidder's mar taxes/fees per gallon)	kup, and	\$ 4.1116	\$ <u>217,914.8</u> 0
	Texas Delivery Fee (per delivery)	\$ 15.00	\$ 99.37	

Item 2.

Price for Jet A is the price in effect at the time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline mid using Monday through Friday average effective on Tuesdays, plus freight, plus bidder's markup per gallon, plus tax in effect.

Estimated Quantity	Description			Estimated Total Price per Year	
440,000 750,000 gallons	Jet A		\$ 3.24196 \$ 2,431,		
<u> </u>	Platts Reference Price for 07-12-2011 05-13-2014	\$ 2.84556	ψ_3,24130	φ	
	Bidder's Markup	\$ 0.1505	· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·	
	Taxes/Fees per Gallon	\$0.24590	· · · · · · · · · · · · · · · · · · ·		
	Unit Price per Gallon (price, bidder's mar taxes/fees per gallon)	kup, and	\$ 3.24196	\$_2,431,470	
	Texas Delivery Fee (per delivery)		\$ 15.00	\$ 1,406.25	

Name of Company:	EPIC Aviation,	LLC

Revised Bid Form – Addendum 2 (Continued)

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American Express	3 35 0/	EPIC Contract Fuel EPIC Retail/Avgas	0%	0.4
Discover	2.95 %	MasterCard & Visa	1.75	<u>%</u>
AirCard/DLA		UVair Contract	2.15%/2. 0%	
	0% %	<u>UVair Retail</u> Avcard & MultiService	2.95	<u>%</u>
Monthly Service Fee	<u>\$40 %</u>	Avcard & Multiservice	3.25	<u>%</u> _
Weighted Average of Fe	es (50% major oil)	\$ 0	127 (1.27%)	
Increment due to the Av	erage of Credit Card Fee	\$.0	190 (1.90%)	
AV Gas Low Lead 100 E	Effective Bid Price per Gallon	\$ 4	1116	
Total Effective Bid per G	allon	\$ 4	.1306	
Jet A Effective Bid per G	allon	\$ 3	\$ 3.2420	
Total Effective Bid per G	Sallon	\$ 3	\$ 3.2610	
Effective Bid Value, Gra	nd Total	\$ ² ,	\$ 2,664,641.80	
Bid Surety		\$ N.	A per Jamey	West 6/12/14
Additional Marketing Su _l	pport (co-op advertising)	\$.0	05/cpg	
Refueler Truck 3,000 Gallon Je	t A Refueler Truck – Annual Co	ost: \$ 12,180		
				
Make/Model	1999 Rampmaster Jet A Ref	ueler		
Name of Company:	EPIC Aviation, LLC	ueler		
Name of Company:	EPIC Aviation, LLC			
Name of Company:	EPIC Aviation, LLC			

Bidder Shall Return Completed Form with Offer.

Addendum 3 __x Date Received 6/11/14

Vendor References

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

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Government/Company Name: Texas Gulf Coast Regional Airport / Brazoria County
Address: 8000 Airport Way Angelton, TX 77515
Contact Person and Title: Jeff Bilyeu, Airport Manager
Phone: (979) 849-5755 Fax: (979) 848-1428
Contract Period: 1/27/2014 - 1/27/2018 Scope of Work: branded Jet and Avgas fuel supply
Reference inwo
Government/Company Name: Bay City Aviation
Address: 3598 FM 2540 North Bay City, TX 77414
Contact Person and Title: John Garr, Airport Manager
Phone: (979) 244-5037 Fax: (979) 323-1670
Contract Period: 10/31/2013 - 10/24/2014 Scope of Work: branded Jet and Avgas fuel supply
[श्वनंबर्धनग्रह्मं ॥॥यबद
Government/Company Name: City Terminal / City of New Braunfels
Address: 2333 FM 758 New Braunfels, TX 78130
Contact Person and Title: Vinicio (Lenny) Llerena, Airport Manager
Phone: (830) 221-4290 Fax: (830) 620-9017
Contract Period: 8/17/2013 - 8/30/2014 Scope of Work: branded Jet and Avgas fuel supply

Bidder Shall Return Completed Form with Offer.

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Signature Page

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

EPIC Aviation, LLC

Bidder (Entity Name)

222 West Colinas Suite 1600

Street & Mailing Address

Irving, TX, 75039

City, State & Zip

Date Signed

503-362-9954

Telephone Number

jgreen@epicaviationllc.com

E-mail Address

Bidder Shall Return Completed Form with Offer.

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Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity	
This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.	OFFICE USE ONLY
By law this questionnaire must be filed with the records administrator of the local government not later than the 7 th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.	
A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.	
Name of person doing business with local governmental entity. N/A	
2. ☐ Check this box is you are filing an update to a previously filed questionna	ire.
(The law requires that you file an updated completed questionnaire with the applater than September 1 of the year for which an activity described in Section 17 Code, is pending and not later than the 7 th business day after the date the origin becomes incomplete or inaccurate.)	oropriate filing authority not 6.006(a), Local Government nally filed questionnaire
 Describe each affiliation or business relationship with an employee or contra government entity who makes recommendations to a local government office governmental entity with respect to expenditure of money. 	actor of the local cer of the local
N/A	
 Describe each affiliation or business relationship with a person who is a local govern appoints or employs a local government officer of the local governmental entity that questionnaire. 	nment officer and who is the subject of this
N/A	
Bidder Shall Return Completed Form w	ith Offer.

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C	ONFLICT OF INTEREST QUESTIONNAIRE	FORM CIQ
Fo	or vendor or other person doing business with local government entity	Page 2
5.	Name of local government officer with whom filer has affiliation or business relationship. (Coronly if the answer to A, B, or C is YES.)	nplete this section
	This section, item 5 including subparts A, B, C & D, must be completed for each office filer has affiliation or business relationship. Attach additional pages to this Form CIC	er with whom the
	A. Is the local government officer named in this section receiving or likely to receive taxable filer of the questionnaire?	income from the
	☐ Yes ☐ No	
	B. Is the filer of the questionnaire receive or likely to receive taxable income from or of the local government officer named in this section AND the taxable income is government entity?	r at the direction not from the local
	☐ Yes ☐ No	
	C. Is the filer of the questionnaire affiliated with a corporation or other business enti government officer serves as an officer or director, or holds an ownership of 10 g	ty that the local percent or more?
	☐ Yes ☐ No	
	D. Describe each affiliation or business relationship:	
6.	Describe any other affiliation or business relationship that might cause a conflict of interest.	
	N/A	
7.		
•		
	Signature of person doing business with the governmental entity	te
	Bidder Shall Return Completed Form with Off	er.

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Good Faith Effort (GFE) Determination Checklist

			This information must be submitted with your bid.
Bidder in □ Yes □	tends to u KNo ** E	utiliz EPI (ce subcontractors/subconsultants in the fulfillment of this contract (if awarded). C does not utilize subcontractors
subcontra by the Pr list conta attemptin	acting opprime Conins the naction action action action action action actions actions action a	oortu tract iini n hieve tant	er to determine if a "Good Faith Effort" was made in soliciting HUBs for unities, the following checklist and supporting documentation shall be completed or/Consultant, and returned with the Prime Contractor/ Consultant's bid. This num efforts that should be put forth by the Prime Contractor/Consultant when e or exceed the goals of HUB Subcontractor participation. The Prime may extend his/her efforts in soliciting HUB Subcontractor participation beyond
		Di	d the Prime Contractor/Consultant
□ Yes	□ No	1.	To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
□ Yes	□ No	2.	Notify in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
□ Yes	□ No	3.	Provide HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?
☐ Yes	□ No	4.	Negotiate in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?
□ Yes	□ No	5.	Document reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
☐ Yes	□ No	6.	If Prime Contractor/Consultant has zero (0) HUB participation, please explain the reasons why.
If "No'	" was seld If ne	ected	d, please explain and include any pertinent documentation with your bid. ary, please use a separate sheet to answer the above questions.
Ja	imes	E	Green Sam
Printed 1	Name of A	uthor	ized Representative Signature
	00	4	CFO 6-17-2014
		Title	Date

Bidder Shall Return Completed Form with Offer.

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Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

Yes No **EPIC does not utilize subcontractors

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/ Subconsultant with proper signatures, per the terms and conditions of your contract.

· · · · · · · · · · · · · · · · · · ·				
Contractor Name:			HUB: p Yes	p No
Address:				
Street	City	State	Zip	
Phone (with area code):	Fax	(with area code): _		
Project Title & No.:			·	
Prime Contract Amount: _\$				
HUB Subcontractor Name:				
HUB Status (Gender & Ethnicity):				
Certifying Agency: Tx. Bldg & Procurement Co	mm. 🗆 Jeffers	on County 🗆 Tx U	Inified Certification	Prog,
Address:				
Street	City	State	Zìp	
Phone (with area code):	Fax	(with area code): _		
Proposed Subcontract Amount: \$	Pe	ercentage of Prime C	Contract:	%_
Description of Subcontract Work to be Performed:				
Drinted Name of Contractor Decreased the	Cl			
Printed Name of Contractor Representative	Signature of Rep	resentative	Date	e
Printed Name of HUB	Signature of Rep	resentative	Date	

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

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PAGE 1 OF 4

This information must be submitted with your bid.

Prime Contractor:	HUB: ☐ Yes ☐ No
Address:	
Street	City State Zip
Phone (with area code):	Fax (with area code):
Project Title & No.:	IFB/RFP No.:
Total Contract: \$	Total HUB Subcontract(s): _\$
Construction HUB Goals: 12.8% MBE::	
OR HUB OFFICE USE ONLY:	ican, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American. Jse these goals as a guide to diversify. nd verified HUB Sub information Date: Initials:
FOR HUB OFFICE USE ONLY: Verification date HUB Program Office reviewed a PART I. HUB SUCONTRACTOR DISC	Jse these goals as a guide to diversify. Ind verified HUB Sub information Date: Initials:
FOR HUB OFFICE USE ONLY: Verification date HUB Program Office reviewed a PART I. HUB SUCONTRACTOR DISC	Jse these goals as a guide to diversify. nd verified HUB Sub information Date: Initials:
FOR HUB OFFICE USE ONLY: Verification date HUB Program Office reviewed a PART I. HUB SUCONTRACTOR DISC HUB Subcontractor Name:	Jse these goals as a guide to diversify. Ind verified HUB Sub information Date: Initials:
FOR HUB OFFICE USE ONLY: Verification date HUB Program Office reviewed a PART I. HUB SUCONTRACTOR DISC HUB Subcontractor Name: HUB Status (Gender & Ethnicity):	Jse these goals as a guide to diversify. Ind verified HUB Sub information Date: Initials:
FOR HUB OFFICE USE ONLY: Verification date HUB Program Office reviewed a PART I. HUB SUCONTRACTOR DISC HUB Subcontractor Name: HUB Status (Gender & Ethnicity): Certifying Agency:	Jse these goals as a guide to diversify. Indiversified HUB Sub information Date: Initials: CLOSURE Curement Comm.
FOR HUB OFFICE USE ONLY: Verification date HUB Program Office reviewed a PART I. HUB SUCONTRACTOR DISC HUB Subcontractor Name: HUB Status (Gender & Ethnicity): Certifying Agency: Texas Bldg & Program Office reviewed a	Dise these goals as a guide to diversify. Indiverified HUB Sub information Date: Initials: CLOSURE Curement Comm.
FOR HUB OFFICE USE ONLY: Verification date HUB Program Office reviewed a PART I. HUB SUCONTRACTOR DISC HUB Subcontractor Name: HUB Status (Gender & Ethnicity): Certifying Agency: Texas Bldg & Proc Address: Street	Dise these goals as a guide to diversify. Indiverified HUB Sub information Date: Initials: CLOSURE Curement Comm.
FOR HUB OFFICE USE ONLY: Verification date HUB Program Office reviewed a PART I. HUB SUCONTRACTOR DISC HUB Subcontractor Name: HUB Status (Gender & Ethnicity): Certifying Agency:	Dise these goals as a guide to diversify. Indiverified HUB Sub information Date: Initials: CLOSURE Curement Comm.

Bidder Shall Return Completed Form with Offer.

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PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor	Name:	1101		
HUB Status (Gende	er & Ethnicity):			
Certifying Agency:				
Address:				
	Street Cit	y State	Zip	
Contact person:		Title:	····	
Phone (with area co	de):	Fax (with area code):		
Proposed Subcontra	act Amount: \$	Percentage of Prime Cor	ntract:	%
	pontract Work to be Performed:			
Description of Subco	ontract Work to be Performed:			
Description of Subcontractor HUB Status (Gende Certifying Agency:	ontract Work to be Performed:			
Description of Subcontractor HUB Status (Gende	Name: **Ethnicity**:	□ Jefferson County □ Tx Ui		
Description of Subcontractor HUB Status (Gende	Name: Tx. Bldg & Procurement Comm.	☐ Jefferson County ☐ Tx Ui	nified Certification	Prog.
HUB Subcontractor HUB Status (Gende Certifying Agency: Address: Contact person:	Name: Tx. Bldg & Procurement Comm. Street City	☐ Jefferson County ☐ Tx Ui	nified Certification	Prog.
HUB Subcontractor HUB Status (Gende Certifying Agency: Address: Contact person:	Name: Tx. Bldg & Procurement Comm. Street City de):	☐ Jefferson County ☐ Tx Ui State Title: Fax (with area code):	nified Certification	Prog.

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on Part I.

Bidder Shall Return Completed Form with Offer.

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PAGE 3	LOE 4
PART II: STATEMENT OF NON-COMPLIANCE FOR NOT M	
Please complete Good Faith Effort (GFE) Checklist ar	
Our firm was unable to meet the HUB goals for this project	
 □ All subcontractors to be utilized are "Non-HUBs. □ HUBs were solicited but dld not respond. □ HUBs solicited were not competitive. □ HUBs were unavailable for the following trade(s ☑ Other: EPIC does not utilize subcontra):
Was the Jefferson County HUB Office contacted for assis	stance in locating HUBs?
PART III: DISCLOSURE OF OTHE The bidder shall use this area to provide a listing of all "I perform under this project. A list of those "Non-HUB" S shall be provided to the Purchasing Office not later than the apparent low bidder. A list of those "Non-HUB" Subseption of the provided immediately after their selection.	Non-HUB" Subcontractors, including suppliers, that will ubcontractors the bidder selects, after bid submission, five (5) calendar days after being notified that bidder is
Address:	
Street City	State Zip
Contact person:	Title:
Phone (with area code):	Fax (with area code):
Proposed Subcontract Amount: \$	
Description of Subcontract Work to be Performed:	
Address:	
Street City	State Zip
Contact person:	Title:
Phone (with area code):	Fax (with area code):
Proposed Subcontract Amount: \$	Percentage of Prime Contract:
Description of Subcontract Work to be Performed:	

Bidder Shall Return Completed Form with Offer.

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PAGE	4 OF 4
Subcontractor Name:	
Address:	
Street City	· · · IF
Contact person:	Title:
Phone (with area code):	Fax (with area code):
Proposed Subcontract Amount: \$	Percentage of Prime Contract:
Description of Subcontract Work to be Performed:	
Address:	
Street City	State Zip
Contact person:	Title:
Phone (with area code):	Fax (with area code):
Proposed Subcontract Amount: \$	Percentage of Prime Contract:
Description of Subcontract Work to be Performed:	
I hereby certify that I have read the HUB Program Instruction this form, and attached any necessary support documentat information on this document may result in my not receiving a content of the support of the suppo	ion as required. I fully understand that intentionally falsifying
Name (print or type):	
Title:	
Signature:	
Date:	
E-mail address:	
Contact person that will be in charge of invoicing for this	project:
Name (print or type):	
Title:	
Date:	
E-mail address:	·

Bidder Shall Return Completed Form with Offer.

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	Resid	dence	Certification/Tax Form
Resident Certifica	tion. §2252.001	et seq.	252.001 <i>et seq.</i> , as amended, Jefferson County request of the Government Code provides some restrictions on the ent provisions of §2252.001 are stated below:
(3) "Nonre	sident bidder" ref	fers to a	person who is not a resident.
includi	ent bidder" refers ng a contractor w of business in this	vhose ul	person whose principal place of business is in this state Itimate parent company or majority owner has its principa
	EPIC Aviation overnment Code		[company name] is a Resident Bidder of Texas as 201.
□ I certify that in Governm	nent Code §22	52.001 y and sta	[company name] is a Nonresident Bidder as defined and our principal place of business isate).
Taxpayer Identificat	ion Number (T.I.N.)):	93-1069451
Company Name su	omitting bid/proposa	al:	EPIC Aviation, LLC
Mailing address:	222 West Las	s Colina	as, Suite 1600, Irving, TX 75039
If you are an indivi partner:	dual, list the name	es and a	ddresses of any partnership of which you are a general
Property: List all	taxable property	owned b	by you or above partnerships in Jefferson County.
Jefferson County Ta	x Acct. No.*	Property a	address or location**
		N/A	

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

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Bid Affidavit

are submitted as correct and final. Bidder furth commodities upon which prices are extended at the in the specifications and the Notice to Bidders.	ained in this bid have been carefully reviewed and ner certifies and agrees to furnish any and/or all ne price offered, and upon the conditions contained
STATE OF Oregon	COUNTY OF Marion
BEFORE ME, the undersigned authority, a Notary	a a constant of the constant o
on this day personally appeared @vn.es	S.E. Green, who
after being by me duly sworn, did depose and say:	,
"I, James E. Green (name) for EPIC Aviation, LLC	am a duly authorized officer of/agent
for EPIC Aviation, LLC	and have been duly authorized to execute the
foregoing on behalf of the said (name of firm)	- Aviation LLC
(name of fir	m)
person or persons engaged in the same line of Further, I certify that the bidder is not now, nor	
3041 Fail view industrial Drive 3E, Salem, OR	07202
F00 000 0004	
Fax: _503-362-9904	Telephone# 866-501-3742
Fax: 503-362-9904 by:	Telephone# 866-501-3742
	Telephone# 866-501-3742
by: James E. Green (print name)	Telephone#_ 866-501-3742 Title:
by: James E. Green (print name) Signature: SUBSCRIBED AND SWORN to before me by the a	Telephone#_ 866-501-3742 Title:
by: James E. Green (print name) Signature: SUBSCRIBED AND SWORN to before me by the and suppose E. Green	Telephone#_ 866-501-3742 Title:

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JEFFERSON COUNTY, TEXAS PURCHASING DEPARTMENT

1149 Pearl Street – First Floor Beaumont, Texas 77701 409-835-8593

ADDENDUM TO IFB

IFB Number:

14-015/JW

IFB Title:

Term Contract for Aviation Fuel for Jack Brooks Regional Airport

IFB Due:

()

11:00 am CST, Tuesday, June 24, 2014

Addendum No.:

Issued (Date):

June 4, 2014

1

To BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package — including all addenda. For purposes of clarification, receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal. If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Revision to Section 4.2 Contract Agreement (Page 9) / Clarification of Contract Term

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, be for a period of three (3) years from August 1, 2014 through July 31, 2015. upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledge	d by the undersigned Bidder:
ATTEST:	Authorized Signature (Bidder)
Witness	C00 & CF0
Katales Thomas	Title of Person Signing Above
Witness	James E. Green
	Typed Name of Business or Individual
Approved by Date:	222 West Colinas, Suite 1600
	Address Irving, TX 75039



JEFFERSON COUNTY, TEXAS PURCHASING DEPARTMENT

1149 Pearl Street – First Floor Beaumont, Texas 77701 409-835-8593

ADDENDUM TO IFB

IFB Number:

14-015/JW

IFB Title:

Term Contract for Aviation Fuel for Jack Brooks Regional Airport

IFB Due:

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11:00 am CST, Tuesday, June 24, 2014

Addendum No.: 2

Issued (Date):

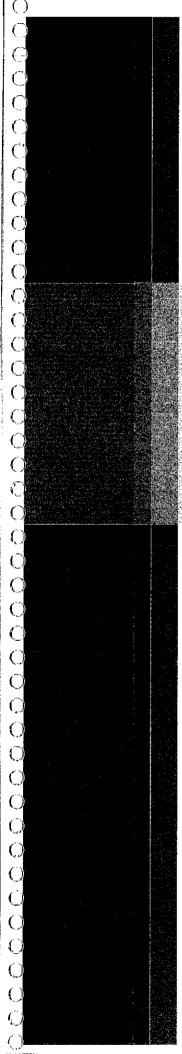
June 5, 2014

To BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package — including all addenda. For purposes of clarification, receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal. If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Revised Bid Form (Attached)

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged	by the undersigned Bidder:
ATTEST:	Elson
(withial	Authorized Signature (Bidder)
Witness Tomas	Title of Person Signing Above
Witness	James E. Green
	Typed Name of Business or Individual
Approved by Date:	222 West Colinas, Suite 1600
	Address Irving, TX 75039
	J





<u> Attachment A</u>

Jefferson County Purchasing Department: Term Contract for Aviation Fuel for Jack Brooks Regional Airport IFB 14-015/JW

- Fuel Specifications
- Sample Lease Agreement

AVGAS	100LL	Per ASTM D910 Table 1		
			ASTM Test	
	_		Method	
Knock value, lean mixture				
Motor Octane Number	min	99.6	D2700	
Aviation Lean Rating	min	100	D2700	
Knock value, rich mixture				
Octane number	min		D909	
Performance number	min	130	D909	
Tetraethyl lead, mL			D3341 or D5059	
TEL/L	max	0.53		
gPb/L	max	0,56		
Color		Blue	D 2392	
Dye content		· · · · · · · · · · · · · · · · · · ·	-	
Blue dye, mg/L	max	2.7		
Density at 15°C, kg/m ₃		Report	D1298 or D4052	
Distillation				
Initial boiling point, °C		Report	7	
Fuel Evaporated			7	
10 volume % at °C	max	75	7	
40 volume % at °C	min	75	7	
50 volume % at °C	max	105	7	
90 volume % at °C	max	135	D86	
Final boiling point, °C	max	170	7	
Sum of 10 % + 50 % evaporated temperatures, °C	min	135		
Recovery volume %	min	97		
Residue volume %	max	1.5	7	
Loss volume %	max			
Vapor pressure, 38°C, kPa	min	38	D323 or D5190	
	max	49	or D5191	
Freezing point, °C max	max	-58	D2386	
Sulfur, mass %		0.05	D1266 or D2622	
Net heat of combustion, MJ/kg		43.5	D4529 or D3338	
Corrosion, copper strip, 2 h at 100°C	max	No. 1	D130	
Oxidation stability (5 h aging)				
Potential gum, mg/100 mL	max	6	D873 .	
Lead precipitate, mg/100 mL	max	3		
Water reaction			D1094	
Volume change, mL	max			
Electrical conductivity, pS/m	max	450	D2624	

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O			Jet A		Per ASTM D1655-11 Table 1
		1			
$\hat{\bigcirc}$	Property	Specifi	cation Limits		ASTM Test Method
	COMPOSITION				
0	Acidity, total mg KOH/g	max	0.1	D 3242	
\bigcirc	1. Aromatics, vol %	max	25	D 1319	
\bigcirc	2. Aromatics, vol %	max	26.5	D 6379	
\bigcirc	Sulfur, mercaptan,C mass %	max	0.003	D 3227	
Q	Sulfur, total mass %	max	0.3	D 1266, D	2622, D 4294, or D 5453
Ö	VOLATILITY				
	Distillation temperature, °C:	_	C/F	D 86 D 288	37
0	10 % recovered, temperature	max	205/401		
O	50 % recovered, temperature		report		
\bigcirc	90 % recovered, temperature		report		
<u>()</u>	Final boiling point, temperature	max	300/572		
$\overline{\bigcirc}$	Distillation residue, %	max	1.5		
Ö	Distillation loss, % max 1.5	max	1.5		
	Flash point, °C	min	38	D 56 or D 3	3828
0				D 1298 or	D
()	Density at 15°C, kg/m3		775 to 840	4052	
\bigcirc	FLUIDITY	_	T		
0	Freezing point, °C	max	-40/-40		972, D 7153, D 7 1 54, or D
Ö	Freezing point, C	IIIax	-407-40	2386	
Ö	Viscosity –20°C, mm ₂ /s ₁	max	8	D 445	
	COMBUSTION	IIIdx		D 443	
() ~	COMBOSTICIE			D 4529, D	3338 or D
O	Net heat of combustion, MJ/kg	min	42.8	4809	5500, 01 5
\circ	One of the following requirements				
()	shall be met:				
Ο	(1) Smoke point, mm, or	min	25	D 1322	
Ö	(2) Smoke point, mm, and	min	18	D 1322	
	Naphthalenes, vol, %	max	3	D 1840	
O	CORROSION				
O	Copper strip, 2 h at 100°C	max	No. 1	D 130	
()	THERMAL	- -			
O	STABILITY	٦			
	JFTOT (2.5 h at control temperature of 260°C min)				
$\overset{\circ}{\Theta}$	Filter pressure drop, mm Hg	max	25	D 3241	
	Tube deposits less than		3]	
Θ	No Peacock or Abnormal Color Deposits				
Ŏ	CONTAMINANTS			T	
\bigcirc	Existent gum, mg/100 mL	max	7	D 381, IP 5	40
\bigcirc	Microseparometer, Rating			D 3948	
_	Without electrical conductivity additive	min	85	1	

85

70

min

min

Without electrical conductivity additive

With electrical conductivity additive

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AVIATION REFUELER LEASE AGREEMENT (OFF ROAD USE ONLY VEHICLE)

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THIS AGREEMENT made and entered EPIC Aviation, LLC having its principa OR 97309, hereinafter referred to as "L referred to as "Lessee," Lessor agrees to deliver and lease to L truck or trucks (hereinafter referred to a "A" to this agreement (the "Agreement")	al office at 3841 Fairview Industria essor," and	, hereinafter
This confirms the Lessor's and Lessee' described on the attached Addendum ", following terms and conditions:		
 For the use of said Refueling Equipment Lessor the rental set out in the Addersaid rental be paid to Lessor in advance or upon deliminarease said rental while Agreement written notice of the effective date or rental, Lessee shall have the right to increase by giving Lessor at least the terminate on said effective date. This Agreement shall remain in effective date. This Agreement shall remain in effective date. This Agreement equal periods unless term is delivered in writing by either and no more than one hundred twentary reason Lessee does not lease see Equipment leased hereunder or sub 	endum "A," plus all applicable sale ance on the first day of each more ivery (whichever is later). Lessont is in effect by giving Lessee at a said increased rental. In the even terminate this Agreement on the lirty (30) days advance written not solve the same as a said increased rental. In the even terminate this Agreement on the lirty (30) days advance written not said years. Thereafter this Agreement of the end of said Refueling Equipment, including the said Refueling Equipment in the said Refueling Equipment, including the said Refueling the said Refueling the said the said Refueling the said Refueling the said the sa	les, property, and use tax; ath, and to commence as of or shall be permitted to least sixty (60) days advance ent of an increase in the e effective date of said otice of its intention to enterent shall automatically renew he end of the then current ered at least ninety (90) days the then current term. If for ing any additional Refueling
Lessee, for at least thirty-six (36) mosum equal to twice the cost of delive exceed \$XXXX per unit.		
Confidential	Page 1	6/17/2014

- 3. The Refueling Equipment shall at all times remain the exclusive property of Lessor and nothing in this Agreement shall be construed to transfer any ownership right or interest to Lessee in the Refueling Equipment. Lessee shall, at all times, at its sole cost, keep the Refueling Equipment free and clear from all liens, encumbrances, levies, attachments or other judicial process from every cause whatsoever (other than a claimant through the act of Lessor), and shall give Lessor immediate notice thereof and shall indemnify and hold Lessor harmless from any loss or damage. including attorneys' fees, caused thereby.
- 4. Lessee shall exercise exclusive supervision and control of the Refueling Equipment during the term of this Agreement and Lessee shall allow only qualified and duly trained operators to use, operate, maintain and/or repair the Refueling Equipment Lessee shall, at all times, ensure that the Refueling Equipment is used, operated, maintained and repaired in a careful and prudent manner, and in complete compliance with the manufacturer's specifications. Lessee shall, at its own cost and expense, ensure strict compliance with, and conformance to, all applicable laws, rules, ordinances, codes and regulations (be they federal, state, local or otherwise) relating in any way to human health and safety, the environment or the pessession, use maintenance or repair of the Refueling Equipment.
- 5. The Refueling Equipment shall not be removed from the location specified above without the prior written consent of Lessor.
- 6. Lessee shall not make any medifications or alterations to the Retueling Equipment without the express, written permission of Lessor. In the event Lesson grants such permission, a condition of any consent to such modification of alteration shall be that all cost of modifying, altering and restoring the Refueling Equipment shall be solely borne by Lessee.
- 7. Prior to the delivery of each unit of Refueling Equipment covered by this agreement, Lessee shall obtain and maintain in force at all times during the term of this agreement insurance coverage listed below extending to the Refuelling Equipment as shown in Addendum "A". Minimum limits are required, or such higher limits as may be required by state or federal law or regulation.

Lessee shall furnish Lessor with certificates evidencing such insurance. Such certificate shall specify the leased equipment by VIN number as being covered in the policy. Lessor must be specified as additional insured's (with respect to the operation of Lessor's named equipment) under the policy.

Commercial General Liability Coverage Aviation general liability, including airport premises Minimum Limit

\$1,000,000,00

Combined single limit per accident

Property Coverage

Mobile equipment property (Inland Marine)

As Required*

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6/17/2014

- * Lessee assumes all risk of loss of, or damage to, the Refueling Equipment. Lessee shall be responsible for all loss of or damage to the Refueling Equipment from any cause whatsoever during the term of this Agreement. Such responsibility is limited to the full replacement value of the Refueling Equipment, as shown in Addendum "A".
- In the event that Lessee fails to obtain and maintain such insurance or fails to provide Lessor with certificates evidencing such insurance, Lessor may at their discretion terminate said lease or purchase such insurance on Lessee's behalf and at Lessee's expense and Lessee shall be obligated to pay the entire cost of such insurance with the next monthly rental payment.
- 8. Lessee shall indemnify, defend, and hold harmless Lesser, any subsidiary and affiliated companies (collectively "lessor and its affiliates"), and their respective directors, officers, agents, and employees, from and against all expense (including attorneys fees), liabilities, and claims of whatsoever kind and nature, including but not implied to, those for damage to property (including lessee's property) or injury to or death of persons (including lessee), directly or indirectly resulting, or alleged to result, from anything occurring from any cause on or about on in conjunction with the maintenance, upkeep, repair, replacement, operation or use of any premise owned and/or operated by the lessee, or anything located thereon, or otherwise resulting from or in conjunction with the lessee's use of the Refueling Equipment or the operations or products of lessee or the negligence of lessee. Said Refueling Equipment if not new equipment, is leased "as is" without warranty. New equipment will carry the extent of the refueler manufacturer's warranty as stated in the operating manual that accompanies the equipment any equipment or appurtenances without the written consent of the ressor.

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- 9. In the event of an accident, loss of theft or damage to the Refueling Equipment, Lessee agrees to notify Lessor immediately by telephone, and thereafter, immediately report in writing to Lessor and the public authorities (where required by law) all information deemed relevant thereto by Lessor.
- 10. It is further understood and agreed that each party accepts the applicable responsibilities listed in the attachment hereto, entitled lessee/Lessor Responsibilities, which is incorporated herein by this reference. Lessor shall be permitted access to inspect the Refueling Equipment at all reasonable times.
- 11. Upon the expiration, cancellation or termination of this Agreement or any Lease (including any cancellation or termination occurring after or in connection with an Event of Default hereunder), Lessee shall perform any testing and repairs required to place the units of Equipment in the same condition and appearance as when received by Lessee and in good working order for the original intended purpose of the Equipment. Lessee shall remove installed markings that are not necessary for the operation, maintenance or repair of the Equipment. All Equipment will be cleaned, cosmetically acceptable, and in such condition as to be immediately installed into use in a similar environment for which the Equipment was originally intended to be used. All waste material and fluid must be removed from the Equipment and disposed of in accordance with then current waste disposal laws. Lessee shall pay for all costs to comply with this Section 11.

Confidential Page 3 6/17/2014

Without limiting the foregoing, upon return, each unit of Equipment must be clean, in good appearance, and in operable condition, and shall meet all of the following conditions: a. Cab will be free from significant body damage: i. Glass will be intact ii. Interior will be clean iii. Gauges will operate iv. Lights will operate b. Mechanical Power Train i. Engine and transmission will start and function normally ii. Differential will be free of excession noise c. Pumping system- will be complete and free from damage d. Tank- will be free of leaks and significant ody damage or tank dents e. Entire Unit - will perform in its entirety as an alteraft refueler, that is, it will pump fuel on demand and shut down on demand and fully conform to ATA 103 standards, and shall pass all requirements and checks contained within ATA 103 pertaining to aircraft refueling vehicles 12. Until Lessee has fully complied with the requirements of Section 11 above. Lessee's Rent payment obligation and all other obligations under this Agreement shall continue from month to month notwithstanding any expiration, cancellation or termination of the corresponding Term. During such month period, Lesso may terminate Lessee's right to use the Equipment upon ten (O) days' notice to Lessee 13. In the event ordefault of this Agreement or any other contract between Lessor and Lessee, Lessee shall allow Lessor to peaceably enter the premises where the Refueling Equipment is located and render inoperative or remove it without legal process and without notice or liability to Lessee. Lessee hereby waives any right to a hearing or to receive any notice of legal process, as a pre-condition for Lesson recovering the Refueling Equipment. The remedies provided herein are not exclusive, but shall be dimulative and in addition to all other remedies existing at law or in equity, any one or more of which may be exercised simultaneously or successively. 14. This agreement supersedes and takes place of all former agreements, and amendments thereto. heretofore entered into between the parties covering the lease of Refueling Equipment at the location above stated.

Page 4

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instituted by either party pertaining instituted in the Circuit Court for Ma consent to the jurisdiction of the co	gon, notwithstandir to this Agreement or rion County, Orego urts of the State of r venue in Marion O	g any choice of law rules. Any legal action or the Refueling Equipment shall be on. Lessor and Lessee each specifically Oregon and waive any objection to County Circuit Court, including, but not
	ailing party shall be	to seek a declaration of right or entitled to its reasonable attorneys' fees, at r. costs and expenses allowed by law.
parties hereto, their respective heirs however, that Lessee shall not assi consent of Lessor; and provided fur reasonable requirements imposed to or other business entity, the sale, as	s, executors agining gn this agreement in the there that Lessor's copy Lessor are this transfer and the signment or other the transfer are tr	ipon and shall inure to the benefit of the istrators, successors and assigns; provided, n whole or in part without the prior written onsent shall not be unreasonably withheld if net. It essee is a corporation, partnership, disposition or transfer of any interest in ement or rights there under for purposes of
		l all license fees, assessments, sales, use personal property taxes, relating in any
EXECUTED the day and year first also	ve written.	
EPIC AVIATION, LLC		name
ByLessor	Ву	Lessee
Date	Date	
Confidential	Page 5	6/17/2014

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ADDENDUM "A" TO AVIATION REFUELER LEASE AGREEMENT (OFF ROAD USE ONLY VEHICLE)

This is an addendum to an Aviation Refueler Lease Agreement made on ______ between EPIC AVIATION, LLC of Salem, Oregon the "Lessor", and the "Lessee."

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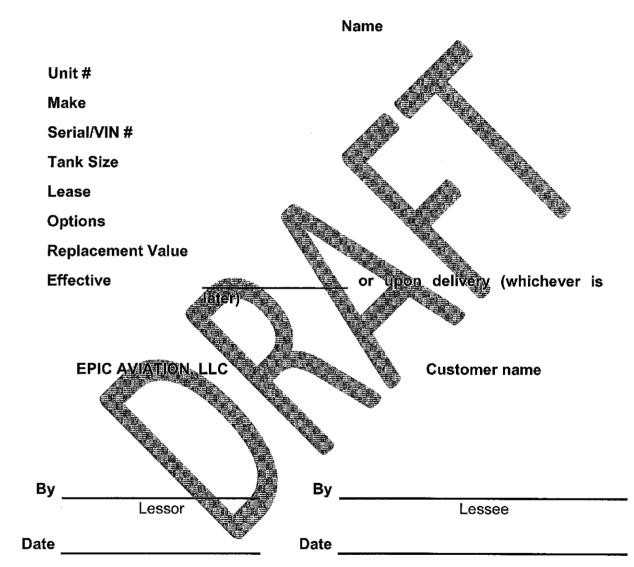
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Addendum "B" Certificate of Acceptance and Inspection

EQUIPMEN		•			
Keterencin	g the following equipment:				
Vehicle:	R#	Year/make:			
VIN#		Tank size:			
•		_			
Lessor:	EPIC AVIATION, LLC P.O. Box 12249	Lessee:		name	
	Salem, OR 97309				
	Salem, OK 37 503				
				100	
Miles:		Hours:	To the second		
Meter 1:		Meter 2			
					À
Note: The f	ollowing must be performed	prior to accepting t	he vehicle a	nd using th	ne vehicle for fu
				1	
	Refu	ıeler Trück Çondi	fion	•	
	Refu	ueler Trück Condi		Renair	Comments
1 Air Fi		ueler Truck Condi	lion OK	Repair	Comments
1 Air Fi 2 Oil Fi	Iter	ueler Truck Condi		Repair	Comments
2 Oil Fi	lter lter	ueler Trück Condi		Repair	Comments
2 Oil Fi 3 Engin	Iter Iter ne Fuel fall ters:	ueler Truck Condi		Repair	Comments
2 Oil Fil 3 Engir 4 Chass	lter lter ne Fuelfailters:	ieler Trück Condi		Repair	Comments
2 Oil Fi 3 Engin 4 Chase 5 Antifr	Iter Iter Iter Iter Iter Iter Iter Iter	ieler Truck Condi		Repair	Comments
2 Oil Fi 3 Engir 4 Chase 5 Antifr 6 Fire E	Iter Iter Iter Iter Iter Iter Iter Iter	ueler Truck Condi		Repair	Comments
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21	Water Sumps - drain		I		1
22	Nozzles - ground wires, dust caps		,-		
23	Windshield Wipers, Arms, Blades				
	villadillala vilpata, Allila, Diageo				J
24	Cleanliness				. 10
25	Windows - condition				
26	Fuel System				
27	Exhaust System	_a ĝ			
28	Cooling System		a		
29	Ignition System		7		
30	Electrical Charging System				
31	Starting System				
32	Refueling Electrical System (if applicable)				
33	Air Reservoir, Drains, Cables, Relief Valves		7	È	
34	Refueling Air Control System (if applicable)				
35	U-Joints - condition				
36	Bonding reel			V.	
37	Meter - seal				
38	Product Tank Top - condition, drains clear				
39	Product Tank Interior - inspection				
40	Dome lids, gaskets, vent hood		jo.		
41	Hose Reels - condition				
42	Product Hoses - condition				
43	Product Identification Signs		3		
44	Product Filter Vessel and Filters - sealed, ins	pected			
45	Paint - condition				
46	Product Pump condition, leaks				
47	Manual in Cab				
		k Quality Control	OK	Repair	Comments
1	Drain the Following:				
	Hoses				
	Tank Drains				
	Filter Drains				
_	Bottom Load				
	Fill Product Tank - check for leaks				
3	Test Pre-Check				
4	Recirculate all Hoses				
	(500 gallon for overwing, 1,000 underwing)				
5	Micro Filter Test (if required)				
6	Test Pressure Control System (if required)				
7	Additive Injector Check Calibration (if required	d)			
8	Test Emergency Shut Off				
9	Test Deadman Shut-down (if required)		L		
Confi	dential Page	8		6/1	17/2014

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10 Check Filter Drain 11 Check Tank Sump Dr	ain	
12 Check Nozzle Screen		
RMS Certification Unit meets required Q.C. st	andards.	
Sign	Date	
RMS signature required, if e	equipment found to be in good working	der and condition.
Lessee Aknowledgement		
The Lessee acknowledges location(s) set forth in the lein goo	that the Equipment described in the abovesse and was unconditionally accepted by dworking order and condition.	e referenced lease was received at the the the Lessee on (date)
IMPORTANT! LESSEE	MUST FILL IN DATE ABOVE	
Name of L	Lessee	
Dy		
Confidential	Page 9	6/17/2014

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LESSEE/LESSOR RESPONSIBILITIES

LESSEE RESPONSIBILITIES

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The Lessee shall at Lessee's expense, maintain the equipment at all times in good, safe and efficient operation condition, and to that end shall:

- Furnish all fuel, engine oil, hydraulic fluids, lubricants and coolants at prescribed levels. **Do not use**Avgas Fuel in a Gas Powered Refueler or Jet Fuel in a Diesel Rowered Refueler. Use appropriate fuel only, such as Unleaded Gas or Diesel.
- 2 All model year 2007 or newer diesel engines must be fueled with ultra low sulfur diesel as prescribed by chassis manufacturer.
- 3 All damage to the engine and related expenses caused by the use of Avgas, Jet fuel or non spec diesel in Refueling Equipment will be the responsibility of the Lessee.
- 4 Lessee shall keep complete and accurate maintenance records and Lessor shall be entitled to inspect the Refueling Equipment and the maintenance records at any time our no regular business hours.
- 5 Engine oil change, including change of differ and chassis lubrication, shall be performed every two hundred (200) hours of use or three (3) months whichever comes first. Alt filter shall be changed at least once a year or sooner if condition dictates.
- 6 Lessee shall maintain a 50/50-mix of antifreeze and waterin the Refueling Equipment cooling system.
- 7 Make all repairs necessitated by neglect, abuse, normal wear and tear, including but not limited to the following chassis and equipment maintenance and legairs:
 - > Furnish and install spark place, ignition points and condenser and adjust timing.
 - > Service air filter, furnishing oil dureplacement element as required.
 - > Furnish and install engine accessory drive belts.
 - > Furnish and install cooling system hoses and correct leaks.
 - Furnish and install that bulbs, sealed beams, fuses, lenses, reflectors and broken glass.
 - Maintain and charge batteries, replenish water, clean terminals, furnish and install new batteries and cables.
 - > Clean engine fuel line sediment bowls, furnish and install fuel filter elements.
 - Inspect recharge and certify all fire extinguishers.
 - Furnish and install brake fluid and adjust brakes as needed.
 - Drain water sumps as required.

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- Furnish and install new dispensing nozzles, ground wires, connectors and ground wire reels.
- Furnish and install replacement windshield wiper blades, arms and hoses.
- Pay for meter calibration, and licensing, required by city, county or state authority. Lessor assumes no responsibility for non-compliance of these licenses.
- General tightening of chassis, body and tank. Correct any leaks in the dispensing apparatus repairable by tightening and/or gasket replacement.
- > Furnish and install replacement aviation product filters.
- Maintain and or replace Pump, PTO, and Product Deliver System
- 8 Lessee shall maintain proper torque of wheel lug nuts and tire pressure. Lessee shall repair and change tires as necessary.
 - > Tires shall be of matched generic type and treat design as originally supplied and have a minimum of 10/32nds remaining tread. Front tires will be original casings (recapped casings are acceptable for the rear tires)
- 9 All Refueling Equipment maintenance and or operational manuals as supplied with Refueling Equipment shall be returned with vehicle when equipment is returned to Lesson.

LESSOR RESPONSIBILITIES

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- 1. **EPIC Aviation**, **LLC** shall provide major repairs an our replacement for vehicle drive train (engine, transmission, differential) which, in **EPIC Aviation**, **LLC** sole judgment are not necessitated by Lessee's neglect, abuse, accident or failure to perform maintenance.
- 2. All other repairs and replacement of the equipment, which EPIC Aviation, LLC deems necessary or desirable, shall be made by and at the expense of the Lessee. Lessee shall give EPIC Aviation, LLC prompt notice prior to work being done, or any maintenance or repair which Lessee is not obligated to make hereunder but which Lessee deems necessary. If Lessee fails to perform any maintenance or repair which Lessee is obligated hereunder within ten (10) days after notification and request by EPIC Aviation, LLC, may (without prejudice to its other rights on account of such breach of the Lease) perform such maintenance or repair and shall be reimbursed by Lessee on demand for all costs incurred by EPIC Aviation, LLC relating to the necessary maintenance or repair including any additional operating expenses resulting there from without EPIC Aviation, LLC prior written consent, Lessee shall not make any alterations of, additions to, or removals from the equipment or EPIC Aviation, LLC identification and lettering thereon. EPIC Aviation shall have the right at any time to inspect, repair and replace equipment and, for such purpose, to enter any premises where the same is located.

EPIC Card^{ss} Benefits

- Accepted at thousands of locations around the world
- No fuel releases required. Swipe and go!
- Assign EPIC Cards to tail numbers and/or pilots online.
- Receive fuel pricing reports electronically and import directly into your scheduling software.
- Get preferred fuel pricing and ancillary services with no additional fees.
- View billed/unbilled invoices and payments, see statement history and reconcile your account online.
- Review, approve and pay invoices online using EPIC Secure Paysm.
- Earn an additional BravoSM Rewards Point (at participating FBOs) with every EPIC Card fuel purchase when the FBO awards Bravo Points. Not a member yet? Join today by going to MyBravoPoints.com



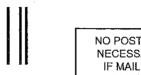
 Use iGo EPICSM app to view custom EPIC Card pricing at EPIC Card Network Locations. Download iGo EPIC for your Smartphone or iPad today!



PIC[©] is a registered trademark, Bravo^{sk} Rewards, EPIC Card^{sk} and iGo EPIC^{sk} App ire service marks of EPIC Aviation, LLC.

Apply today at EPICCardServices.com

Questions? Call 877.247.2772



BUSINESS REPLY MAIL

FIRST-CLASS MAIL

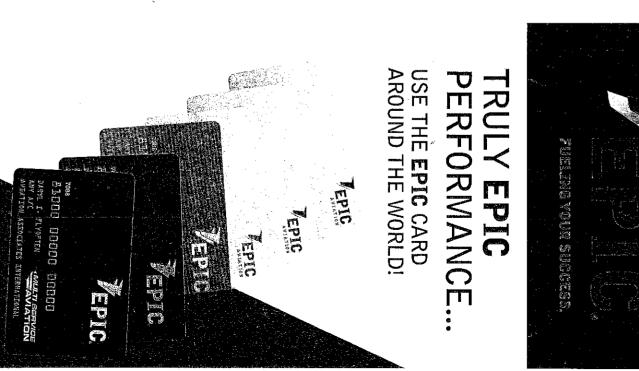
PERMIT NO. 9617

SALEM, OR

POSTAGE WILL BE PAID BY ADDRESSEE

EPIC Card Services PO BOX 12249 SALEM, OR 97309-9944 NO POSTAGE NECESSARY IF MAILED IN THE UNITED STATES





EPIC CARD APPLICATION

Company has outsined permission to include application information that personally identines an individual, including their consent to transfer, process, store, use and disclose it internationally for lawful purposes.	imornation that personally identi	ווכם מון ווושנגיאשמין וווטואמוווא חובון בסנוספור גם נופנסובון אנטטססק סנטוב		warrants and agrees tha
GENERAL INFORMATION		FLIGHT OPERATIONS INFORMATION		that EPIC may, from tin obtain other informa
Company's Legal Name:		Contact Name:		information listed; (2)
Company Name:		Position/Ttle:	<i>z. 1</i> 0	resulting account; and agencies and others, incl
President/Owner Name:		Telephone:	ш,	By signing or submitting
Billing Contact Name:		Fax:		it will be legally bound delivered with any card(
Billing Address:		Email Address:	».,	Cincluding unauthorized
City:	State: Zip:	Hangar Address:		(iii) without doing (i) or within 30 days after its r
Contact Telephone:		City: State:	Zip:	
Fax:		Base Airport Name and ICAO:		Company's Legal Name:
Email Address:		Does Company operate a fuel farm?	7	Authorized Officer's Sign
Shipping Address for EPIC Cards (physical address):		Area of Flight Operations: Domestic	International	Print Name:
City:	State: Zip:	Interested in Loyalty/Rewards Programs? Yes	ON I	Title:
Federal Tax ID Number:		Scheduling Software Used:		Date:
Year of Company Registration:		How did you hear about the EPIC Card ⁵⁴⁷ ?		
Dun & Bradstreet Number:		AIRCRAFT FLEET LIST (List additional aircraft on separate paper)	. [CONTACT EPIC CA
Parent Company:		Registration Aircraft Type Number	Number of Cards Requested	Questions? Piease conta
Parent Company Line of Business:				Fold, seal and mail (post
Monthly Credit Line Requested:				EPIC Card Services PO Box 12249
Annual Gallons of Fuel Purchased:				Salem, OR 97309-0249
FINANCIAL INFORMATION				FBO REFERRAL
Bank:				Employee Name:
Address:	a Artesia.] 	Dealer ID #
Contact Name:				or Name:
Telephone:		If you require additional cards without aircraft registration (i.e. for	i.e. for	
Fax:		pilots to use with any aircraft) please state how many:		
Account Number:		Please state how you would like the name of your company to appear on all card(s):	ompany to appear on	all card(s):

AUTHORIZATION AGREEMENT & SUBMISSION

n other information on Company, from financial nation listed; (2) use and disclose all information for cation and to maintain, enforce, and collect on any ling account; and (3) furnish information to credit .PIC may, from time to time: (1) order credit reports and any hereby applies for an EPIC Cards and represents, nts and agrees that all information is true and correct and ies and others, including affiliates.

es or allows others to use a card or fails to prevent use ding unauthorized use); (ii) activates a card (or allows to do so) pursuant to instructions delivered with it; or rithout doing (i) or (ii), fails to terminate the card account ining or submitting this application, Company agrees that be legally bound by the EPIC Card Account Agreement red with any card(s) issued if it does any of the following: 30 days after its receipt of any card.

¥.	Authorized Officer's Signature:	Print Name:	, , , , , , , , , , , , , , , , , , , ,
	₹	- G	F

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Title:	

ions? Please contact us at 877.247.2772 or EPICCardServices.com

TACT EPIC CARD SERVICES

eal and mail (postage paid) or fax to 503.763,7885

Card Services fox 12249 m, OR 97309-0249

REFERRAL



FUELING YOUR SUCCESS.











EPICaviationIIc.com

Learn more at

2014 Ad Campaign



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THE EPIC DIFFERENCE

As an EPIC FB0, you become an important part of a distinguished network of FB0s throughout the United States and Canada. EPIC focuses on proven best practices, as well as innovative ways of doing business which offer extensive value to FB0s and Flight Departments.

EPIC PROVIDES:

- · Partnership approach to identify opportunities to bring new business to your ramp
- · Customized solutions to address your business needs
- Powerful training programs specific to your needs seminars and online training resources
- · Sales, technical and marketing experts with hands-on aviation expertise
- Regional representatives committed to serving your needs 24/7/365
- Resources which reduce your cost of doing business
- Extensive fuel supply network
- Valuable insight on working with commercial, reseller and government accounts

OUR COMMITMENT TO YOU

Through talent, innovation, reliable supply, dedicated regional support teams and financial strength we will deliver unparalleled service and value to our customers. We guarantee 100% satisfaction with the level of service you receive.

A TEAM YOU CAN COUNT ON

EPIC customers work with a team of professionals including many that have extensive experience in aviation as pilots (GA and commercial), charter management, FBO management, line service, customer service and event management. This aviation experience makes the EPIC team equipped to address routine and unique challenges that may arise. Your Regional Sales Manager will work with you from the time you consider branding with EPIC, through your fuel brand transition and in the years to come. We believe the sales role doesn't end when you sign the contract - it's really just the start of a long term relationship.



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RELIABLE SUPPLY

EPIC operates an aviation fuel supply system that provides reliable and redundant supply of Jet-A and Avgas. EPIC's supply system consists of nearly 300 supply points in the U.S. and Canada selected to provide customers with a reliable and secure fuel supply. The system utilizes a broad network of refineries, terminals, pipelines, and railcars to serve over 4,000 diverse customers including FBOs, airlines, cargo operators, business aviation flight departments and resellers. This combination of inventories, terminals and transportation resources provide flexibility and redundancy to keep our customers fully supplied during supply interruptions. We have long term purchase arrangements with most suppliers in the energy markets.

EPIC applies a "vetting" process to all suppliers, terminals and trucking companies involved in supplying aviation fuels. This ensures only qualified companies whose system and processes meet or exceed all industry standards for supplying and handling aviation fuel are used.

CONTINUOUS SUPPLY

In the event of an emergency involving equipment failure or fuel quality concerns, our standard procedure is to deploy our nearest company representative to provide viable options. The representative is closely supported by our headquarter's team of industry experts assuring timely and effective issue correction. Available options include, but are not limited to, standby refuelers, expedited repair of faulty equipment and/or replacement of fuel. In the event the primary supply point experiences an outage an identified alternate supply point will be used to assure a continuous and reliable supply of fuel. We will make every effort to help your FBO maintain operational readiness at all times.

EASE OF ORDERING

You'll find EPIC's fuel ordering process quick and efficient via a dedicated toll-free number for ordering staffed normal business hours by a knowledgeable Customer Service Representative (CSR). You will also have the option of ordering online or via email, if that is your preference. Our CSRs will be accountable for your delivery from order through invoice to ensure the highest quality dispatch service. The toll-free number is available after-hours for urgent fueling requests.



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RISK MANAGEMENT

Our Risk Management Department has the experience you need to keep your operation running smoothly. Annual audits are required at our branded FBO facilities to ensure the highest of fuel quality throughout the EPIC FBO NetworkSM. Your safety and the safety of your customers are extremely important to us.

RISK MANAGEMENT SPECIALISTS

You'll have an EPIC Risk Management Specialist (RMS) that is dedicated to your region of the country and your FBO. Your RMS is a NATA Safety 1ST Trained Auditor and will perform quality control and safety audits of your operations and equipment. This ensures the highest level of safety and compliance with industry standards in your day to day operations. You'll also find the RMS to be a great resource in troubleshooting equipment issues, assisting in incident response or for consultation on other technical and line service topics.

RISK MANAGEMENT FOR FUEL SUPPLY

EPIC's common carriers are contracted, trained and vetted to EPIC's standards. All carriers must use grade-dedicated trailers. In case you ever need help at time of disaster, EPIC has a natural disaster response team that monitors weather conditions which could pose a threat to our fuel supply and transportation network. The team is experienced in advance planning, pre-positioning fuel, and working with local, state, and federal agencies to facilitate timely deliveries when conditions safely allow.

INSURANCE

EPIC's focus and reputation for risk management is designed to protect our branded FBO network and compels us to offer additional insurance coverage to EPIC branded FBOs. We are proud to offer \$50 million in excess product liability coverage at no charge for qualified branded FBOs. This is excess product coverage above your primary policy for claims arising from the sale of EPIC products. This additional protection is vital in the aviation service industry.

For FBOs who can meet more rigid guidelines, you'll have the opportunity to join the EPIC Insurance Program with Aviation General Liability coverage up to \$100 million or more. Our members have realized reduced premiums and increased coverage driven by volume purchasing combined with our pro-active loss control program and strict safety standards. These insurance programs add up to financial savings and greater peace of mind for your operation's financial security.

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TRAINING OPPORTUNITIES

Safety, quality control and training excellence have always been priorities to EPIC. In our industry NATA Safety 1st is the clear leader in training programs, so EPIC has established a partnership to bring EPIC and UVair FBO NetworkSM branded FBOs the opportunity to receive NATA Safety 1st training at substantially reduced prices. Perhaps, as important as quality and price is the convenience offered through the NATA Safety 1st online training platform which allows you to have your FBO team members trained at times that are convenient and practical to your business operations.

NATA SAFETY 1ST TRAINING PROGRAM BENEFITS

- · High tech, most up to date course content
- Train when and where you wish, online coursework is available at your convenience 24/7/365
- Wider range of subject matter available to the student than with any other aviation industry programs
- EPIC and UVair FBO Network branded locations participate in NATA training programs at a substantially discounted price and you save in 3 ways:
 - 1. EPIC has negotiated discounted base prices with NATA
 - 2. EPIC subsidizes a substantial part of the training program cost
 - 3. Maximum savings for FBOs who are also NATA members

WHAT'S OFFERED

EPIC branded FBOs have access to the following NATA Safety 1^{st} online training programs through our new partnership program:

- NATA Safety 1st Professional Line Service Training (PLST)
- Initial training program for new line service staff
- Recurrent training coursework for completion every 2 years
- · Includes PLST and Fire Safety Certificates

- NATA Safety 1st Supervisor's Training*
- Safety and Health Training for Aviation Facilities (OSHA)
- De/Anti-icing
- Customer Service, Safety & Security (CSSS)
- * At least one Supervisor at every location on a Part 139 airport must complete this training every 2 years

HANDS-ON TRAINING

The other critical component of our training offer is hands-on training which is held as new FBOs join our network. The hands-on training is taught by EPIC's Risk Management Specialists and provides sought after instruction for experienced, as well as entry-level, line service professionals.



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MARKETING SUPPORT

The EPIC marketing team is available to support your marketing initiatives by providing creative input, marketing strategy assessment and design consultation. This includes feedback regarding your marketing identity through your website, printed materials and advertising. These ideas will serve as the foundation to develop a solid marketing plan.

MEDIA EXPOSURE

The identity and quality standards of the EPIC FBO NetworksM are exemplified through a wide array of promotional efforts within General Aviation (primarily Business Aviation) print and online media.

EPIC recognizes the value of advertising exposure for our FBOs. We showcase branded FBOs through advertising in publications and digital options to create greater awareness of locations within the EPIC FBO Network. These range from ads and/or announcements welcoming FBOs, to showcasing FBO achievements, to general brand family exposure. As GA print and online options evolve, we're constantly assessing the best places for brand exposure for the benefit of the EPIC FBO Network.

CUSTOMER PRESS RELEASES & PUBLIC RELATIONS

EPIC composes and distributes customer-specific press releases by way of extensive media distribution lists domestically and globally. Upon becoming an EPIC FBO, you will be featured in a press release distributed to all major aviation media. Additionally, the EPIC Marketing Department is available to assist you with development and/or distribution of future press releases regarding significant news specific to your FBO.

COOPERATIVE ADVERTISING PROGRAM

EPIC offers a flexible cooperative advertising program. On average you accumulate \$0.005 per gallon on all fuel purchased from EPIC. Uniforms, specialty items and any print media that includes the EPIC logo are eligible for up to 50% reimbursement depending on your account balance. The EPIC Marketing Department provides valuable consultation on these various options to maximize your cooperative advertising and overall budget.



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PROCESSING SYSTEMS

COMPASS

EPIC's proprietary Compass Transaction Management SystemSM (Compass) provides a wide range of features for securely processing transaction data. As the payment card industry mandated compliance with a significant list of measures to protect the storage and processing of cardholder data, Compass was created with those mandates in the forefront of its design and development.

Over 200 branded FBOs use Compass exclusively to process all their transactions, including all direct bill transactions. The product includes direct-interface with electronic fuel metering systems such as QTpod. Recent enhancements have included product integration of open invoice processing, customer service notes and fuel meter data entry and tracking.

Compass provides unique value in your ongoing desire to streamline processing. Plus, ongoing enhancements based on FBO feedback and experiences strengthen its value even further.

UTILIZE COMPASS FOR THE FOLLOWING TRANSACTIONS:

- EPIC GardSM
- U Vair Fuel CardSM
- American Express
- Discover Card
- MultiService Card
- U.S. Government AIRCard

- AvCard
- MasterCard
- Visa
- Direct bill accounts
- Card on file (by tail # look up)
- BravoSM point awards

EPIC DIRECT

EPIC Direct is a web-based transaction system designed to process ad hoc, airline, commercial, military, third-party reseller sales and NetJets in real time. Your FBO can reduce administrative burden and out of pocket expenses associated with into-plane operations by using EPIC Direct. Transactions are processed at 0% through electronic fuel releases, and will help your FBO's efforts to fully integrate and streamline your back office systems.

^{*}Compass Transaction Management SystemSM is a service mark of EPIC Aviation, LLC.



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EPIC CARDSM

The EPIC card gives your customer the ability to purchase discounted fuel, while providing your FBO a one-on-one relationship with the customer. Over 1900 corporate flight departments, charter operators and fractional companies enjoy the benefits of being an EPIC Cardholder. As of June 2014, the EPIC Card is cobranded with the U.S. Bank Multi Service Aviation Network providing Cardholders the ability to use their card globally at thousands of locations. Over 850 Cardholders are receiving weekly fuel pricing updates while others choose to rely on the convenience of account specific pricing information at EPICCardServices.com.

FBO BENEFITS

- Option to process at 0% or 1.75%
- Increase your bottom line by reducing processing fees with our preferred EPIC Card
- · Exposure to top flight departments within Business Aviation
- · Helps establish direct relationships between your FBO and EPIC Cardholders while building loyalty
- Manage discounts and pricing on EPICCardServices.com (retail minus or cost plus)
- Increase traffic to your ramp through a focused EPIC Card sales team and marketing assistance

FLIGHT DEPARTMENT PROGRAM BENEFITS

- · Accepted at thousands of locations around the world
- · No fuel releases required. Swipe and go!
- Assign EPIC Cards to tail numbers and/or pilots online
- Establish fuel pricing directly with the FBO
- Purchase ancillary services with no additional fees
- Additional BravoSM Rewards points with every EPIC Card fuel purchase when the FBO awards points
- Fuel pricing reports electronically and imports directly into Flight Department scheduling software
- Review, approve and pay invoices online using EPIC Secure Paysm

SIMPLY STATED... IT'S A FUEL CARD OF EPIC PROPORTIONS.

*EPIC CardSM and BravoSM Rewards are trademarks of EPIC Aviation, LLC.



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BRAVOSM REWARDS

EPIC's Bravo Rewards/loyalty program offers the most powerful value to its members and FBOs of any existing program in our industry. EPIC FBOs receive training and support tools to maximize the program for critical upsell and relationship building opportunities.

An extensive promotional campaign is ongoing within aviation publications and online mediums. In addition to media exposure and customized Bravo promotions for special events, FBOs will receive images they can place on their own websites to be easily identified as a participating Bravo FBO. FBOs receive point-of-purchase displays, participating location static clings for doorways and extensive promotional literature. The program allows members to receive greater value and FBOs to have fewer costs as a result of EPIC assuming the administrative and marketing expenses for critical program elements.

MORE VALUE. MORE OPTIONS. MORE FLEXIBILITY.

The EPIC program is more than just pilot rewards. Our program recognizes the influence each flight department has in directing traffic to your FBO, so every flight department has the opportunity to receive Bravo points. Of course, pilots and crews can also receive Bravo points!

As a participating Bravo FBO your cost is only 2 cents per gallon (1 cent per point) with an option of providing additional points to maximize up-sell opportunities. FBOs also have the flexibility of setting the levels and requirements for qualified purchases. EPIC provides one additional point per gallon for all purchases made using the EPIC CardSM as an added incentive to your customers. The EPIC Card bonus point per gallon will be fully funded by EPIC as long as the FBO has awarded at least 2 points per gallon for that transaction.

Bravo members can choose from more than 45 million merchandise, event and travel options. If they have something truly unique in mind, they can utilize the program's concierge service to find that perfect something. Plus, each year the Bravo program offers charity options, enabling members to donate points to a worthy cause.

YOU'VE NEVER SEEN A REWARDS PROGRAM LIKE THIS BEFORE.

^{*}BravoSM Rewards and EPIC CardSM are trademarks of EPIC Aviation, LLC.

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EPICCARDSERVICES.COM

EPICCardServices.com provides instant access to critical account information through a variety of online tools and resources for your FBO management efforts. The site is also a valuable resource for EPIC Cardholders for their pricing and full account maintenance.

KEY FEATURES OF EPICCARDSERVICES.COM

- · Set fuel and non-fuel product pricing
- Update pricing tiers and discounts by volume
- Manage customer specific pricing
- Enter special tax pricing specific to your location for transaction interface
- Convenient supply order process
- · Rank products for display on PoS
- · Control the details you want printed on invoices/receipts
- FB0 locator
- Library of valuable FBO resources

EXTENSIVE REPORTING FUNCTIONALITY

A comprehensive set of reports can be printed, scheduled for delivery to your email or prepared in any file format necessary for importing directly into your administrative systems software.

Reporting available:

- Invoice lookup
- Daily transmittal
- Customer group list (relates to pricing categories)
- · Daily and monthly fuel sales by volume
- Cardholder invoice details by date, account or tail#
- · Custom pricing
- · Sales by card type
- · Many more options

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REFUELERS AND PARTS

EPIC believes that our customers should have the highest quality aviation refuelers available on the market today, as well as flexible leasing terms (third party financing and straight lease). Our standard fuel trucks meet or exceed all NFPA 407 and ATA 103 specifications. Refuelers are available in one, three and five thousand gallon models. EPIC trucks come standard with diesel engines and automatic transmissions.

STANDARD EQUIPMENT ON EPIC JET REFUELERS:

- · 300 gallons per minute rated
- Aluminum tanks
- Gorman Rupp pumps
- · High level shut-off
- Sump/slop tanks
- One 2" underwing hose
- Two 1 ¼" overwing hoses
- · Carter, OPW and Whitaker nozzles
- · Facet or Velcon filter vessels
- · Liquid Controls M25 and M7 meters
- Veeder-Root register with printers
- · Hammonds or Viper additive injectors
- · Integral brake interlock system

STANDARD REFUELERS

Jet-A - 5,000 and 3,000 gallon trucks

Avgas - 1,000 gallon trucks

PARTS SUPPORT

For your convenience, EPIC has a partnership with dedicated support to our FBOs through Mascott Equipment, a leader in aviation parts and services. As an EPIC FBO you'll have a dedicated phone line for all of your aviation parts support, from storage to product delivery to the aircraft.

Scheduler of the Quarter presented by



"My scheduling has our flight operation down to a science."



Scientific

Derek Fitzgerald always knew he wanted to be in aviation. Growing up in Glens Falls NY he began taking flight

lessons while still in high school. After graduation in 1998 he enrolled in Daniel Webster College where he earned dual degrees in flight operations and aviation management, and later an MBA. Derek joined TAG Aviation at HPN (White Plains NY) in 2003 where he soon earned a Dispatcher's License. He has also earned NBAA Certified Aviation Manager (CAM) status. In 2011 a former supervisor told him about an opening with Boston Scientific, a worldwide developer, manufacturer and marketer of medical implant devices with flight operations based at BED (Bedford MA). Derek soon joined the company as flight operations coordinator. Today Derek schedules the firm's 2 Challenger 604s and the 5 pilots who crew them. He arranges all trip logistics, including hotels and rental cars, selects FBOs and negotiates fuel purchases. Derek is secretary of the NBAA's Schedulers and Dispatchers Committee and is working on arrangements for the group's upcoming convention in San Jose CA. "Derek makes a science of coordinating our flight operations," says Aviation Director John Kermashek. "His contribution is invaluable."





WORKING TOGETHER ... FUELING YOUR SUCCESS.











Creating success stories, one FBO at a time.

More than just a reliable fuel supplier, EPIC is a true business partner, offering industry-leading expertise, innovative customer solutions and proven quality assurance programs. Because our most important work is fueling your success.

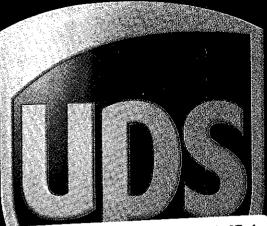


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