

**The Environmental Law Group, PLLC**

*Law and Science for the Environment*  
5803 Staples Mill Road, Richmond, Virginia 23228  
Mail to: P.O. Box 6236  
Richmond, Virginia 23230

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General Manager & Senior Counsel  
Tammy L. Belinsky (VA) (Associate Counsel)  
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Jeter M. Watson (VA) (Of Counsel)

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Toll Free: 888-831-0659  
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dbailey@envirolawva.com

October 31, 2012  
BY FEDERAL EXPRESS

Mr. Rodney T. Carter  
Senior Assistant Regional Counsel  
Office of Regional Counsel (3RC30)  
US EPA Region III  
1650 Arch Street  
Philadelphia, PA 19103-2029

Melissa Toffel (3LC70)  
US EPA Region III  
1650 Arch Street  
Philadelphia, PA 19103-2029

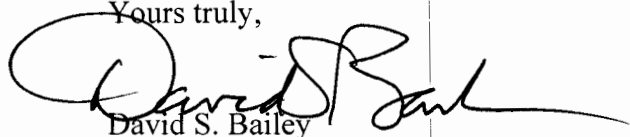
Re: Docket No. RCRA-03-2011-0284  
Oasis Food Mart, Richmond, Virginia

Dear Mr. Carter and Ms. Toffel:

Enclosed please find a motion to extend time to complete the Consent Agreement requirements for replacing the tanks at the Oasis Market and achieve final closure. As you can see, the old tanks are taken out of service and no environmental risk remains, but the new replacement tanks are going to be delayed. Obviously, Mr. Atieh is doing all he can to get this done as he has no petroleum business until the new tanks arrive. I believe that this problem falls within the force majeure conditions of the agreement.

Thank you for your attention to this matter. If you have any questions please call my office.

Yours truly,

  
David S. Bailey

Encl.

▪ Land Use, Planning & Zoning ▪ Natural Resource Protection ▪ Wetlands ▪ Water Quality & Quantity ▪  
Environmental Exposures to Mold, Pesticides & Toxic Chemicals  
[www.envirolawva.com](http://www.envirolawva.com)

RECEIVED  
2012 NOV 29 AM 10:27  
REGIONAL HEARING CLERK  
EPA REGION III, PHILA. PA

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION III  
1650 Arch Street  
Philadelphia, Pennsylvania 19103-2-29

RECEIVED  
2012 NOV 29 AM 10: 27  
REGIONAL HEARING CLERK  
EPA REGION III, PHILA. PA

\_\_\_\_\_)  
IN THE MATTER OF: )

**Oasis Food Mart Inc.** )  
*Trading and/or also doing business as* )  
*Oasis Food Market and/or Q-Market # 333* )  
6719 Janway Road )  
Richmond, Virginia 23228 )

**U.S. EPA Docket Number**  
**RCRA-03-2011-0284**

**Y&A Investments, LLC** )  
*trading and/as doing business as* )

**CONSENT AGREEMENT**

Y & A Enterprises, Inc. )  
4222 Bonniebank Road )  
Suite 304 )  
Richmond, Virginia 23234 )

**COMPLIANCE ORDER**

**RESPONDENTS** )

**Proceeding under Section 9006**  
**of the Resource Conservation and**  
**Recovery Act, as amended,**  
**42 U.S.C. § 6991e**

Oasis Food Market )  
*also known as* )  
Q-Market #133 )  
3124 Broad Rock Road )  
Richmond, Virginia 23224 )

**FACILITY** )

**MOTION/REQUEST FOR EXTENSION OF COMPLIANCE DEADLINES**  
**DUE TO THIRD PARTY DELAYS**

Respondents move the United States Environmental Protection Agency for an extension of time to comply with the consent agreement finalized on May 11, 2012 regarding the above matter, and states in support of its motion the following:

1. The above referenced consent agreement resulted from an EPA administrative action regarding suspect underground petroleum storage tanks. As the process proceeded, it was agreed by all parties that the most environmentally sound resolution was to replace the older underground tanks with new tanks, along with the appurtenant piping and connections, and close out the old tanks.

2. In compliance with the consent agreement, the Respondent timely removed from service all existing petroleum tanks. They have been taken out of service and are being handled in accordance with DEQ regulations. Thus, no petroleum product is currently on site at Respondent's retail business.

3. All parties recognized that Respondent's ability to remove and replace the existing petroleum underground tanks and achieve final closure was contingent on financing, and that Respondent's business was marginal in the present economy and dependent upon such financing.

4. Respondent exercised due diligence and was finally able to obtain financing, but the time required to complete such financing placed pressure on the tank replacement schedule.

5. Respondent removed all existing underground tanks from service on schedule with this consent decree, and no risk to the environment remains.

6. However, the later financing agreement delayed finalization of the replacement tanks and ordering of same. Nevertheless, replacement tanks were ordered on October 2, 2012, which should have allowed sufficient time for completion in accordance with the consent decree. See Exh. 1.

7. The installer of the new tanks, Jones & Frank, is now informed that the tanks cannot be delivered until Nov. 12, 2012, and that it will take about three weeks to install the new

tanks and perfect final closure, which will exceed the deadline dead contained in the consent decree. Se Exh. 2.

8. The parties to the consent decree did agree, given all the uncertainties involved, to a force majeure clause for uncontrollable conditions imposed by third parties. See, paragraphs 25-27 of the decree.

9. Respondent asserts that he and his contractors have exerted their best efforts to meet the final deadlines in the decree, and are now unable to do so due to unforeseen delays by third parties in the delivery of the new tanks. Respondents therefore ask for an extension of time to complete the new tank installations and final closure conditions related thereto. It appears that an extension until at least mid- December 2012 is required, and it should be noted that we will then approach potential weather issues.

THEREFORE, Respondents ask for an extension of the consent decree deadlines by an additional 30 days to allow for delivery and installation of the new tanks and final compliance with all closure requirements.

Respectfully submitted,

Oasis Food Mart, Inc. Y&A Investments, Inc.  
By counsel



David S. Bailey, Esquire (Va Bar 24940; DC Bar 455518)  
Jennifer A. French, Esquire (Va Bar 81395)  
The Environmental Law Group, PLLC  
5803 Staples Mill Road  
P.O. Box 6236  
Richmond, Virginia 23230  
Telephone: 804-433-1980  
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Tammy L. Belinsky, Esquire (V A 43424)  
The Environmental Law Group, PLLC  
9544 Pine Forest Road  
Copper Hill, Virginia 24079  
Telephone: 540-929-4222  
Facsimile: 540-929-9195  
Email: [tambel@hughes.net](mailto:tambel@hughes.net)

### CERTIFICATION

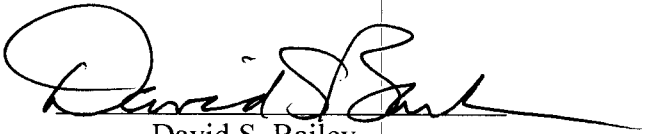
I certify that the information contained in or accompanying this motion is true, accurate and complete. As to those identified portions of this motion for which I cannot personally verify their accuracy, I certify under penalty of law that this motion and all attachments were prepared in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.

Signature: *Tammy L. Belinsky*  
Name: *Tammy L. Belinsky*  
Title: *Attorney*

### CERTIFICATE OF SERVICE

I certify that the foregoing request for an extension of time, together with attached documents, was sent by federal express, standard overnight delivery next business afternoon, signature confirmation required, to Mr. Rodney Travis Carter, Senior Assistant Regional Counsel, Office of the Regional Counsel (3RC30), U.S. EPA- Region III, 1650 Arch Street,

Philadelphia, 19103-2029, to Melissa Toffel (3LC70), U.S. Environmental Protection Agency, Region III, 1650 Arch Street, Philadelphia, PA 19103-2029, and by regular mail to Mr. Russell P. Ellison, Virginia Department of Environmental Quality, Office of Spill Response and Remediation, P.O. Box 1105, Richmond, Virginia 23218-1105, all this 31st day of October, 2012.



David S. Bailey

**David Bailey**

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**From:** Jennifer French [jfrench@envirolawva.com]  
**Sent:** Tuesday, October 23, 2012 1:16 PM  
**To:** 'David Bailey'  
**Subject:** FW: Oasis/Atieh Gas Station

**From:** Marty Martin [mailto:MMartin@jones-frank.com]  
**Sent:** Monday, October 22, 2012 10:52 AM  
**To:** Jennifer French  
**Subject:** RE: Oasis/Atieh Gas Station

we have signed contract for 3 weeks now but can't get new tanks delivered until week of 11/12. We will take about 3 weeks to complete job. Let me know if you need any additional information. Thanks!

**Marty Martin | Retail Salesman**  
Norfolk | 1300 Ingleside Rd  
Norfolk, VA 23502  
Phone: 757-853-3500 ext. 3112 | Cell: 757-685-1160  
email: [MMartin@jones-frank.com](mailto:MMartin@jones-frank.com)  
[www.jones-frank.com](http://www.jones-frank.com)



**From:** Jennifer French [mailto:jfrench@envirolawva.com]  
**Sent:** Mon 10/22/2012 10:25 AM  
**To:** Marty Martin  
**Subject:** Oasis/Atieh Gas Station

Mr. Atieh has informed me that the installation of the new USTs at his gas station Oasis is on track to be completed by Thanksgiving. The deadline from the EPA for completing this project is November 11, 2012. If you are unable to complete the installation by November 11, please provide me with a letter stating that, so we can pursue an extension.

Please contact me if you have any questions. If you are unable to contact me by October 25, 2012, please ask for David Bailey at our office.

Jennifer

Jennifer French  
The Environmental Law Group PLLC  
P.O. Box 6236



**Norfolk Branch**  
 1300 Ingleside Road  
 Norfolk, VA 23502  
 Phone: 757.853.3500  
 Fax: 757.855.2665

**PURCHASE ORDER**

Purchase Order No. **0194149**  
 Revision No. **0**  
 Date **10/2/2012**  
 Order Type **Regular Order**  
 Vendor ID **3227**

<b>TO:</b>		<b>SHIP TO:</b>	
GENERAL INDUSTRIES ## P O BOX 1279 GOLDSBORO, NC 27533		OASIS FOOD MART JONES & FRANK 3124 BROAD ROCK BLVD RICHMOND, VA 23224	
		<b>BILL TO:</b>	
		JONES & FRANK 1330 ST. MARY'S STREET SUITE 210 RALEIGH, NC 27605	

Confirm to:

PAGE 1

F.O.B. POINT		SHIP VIA		SHIP-TO EMAIL ADDRESS		
		Bestway				
BUYER			TERMS			
Donnie Smichnick 757-853-3500 ext.3120			1%10 Net 30			
ORDER DATE						
10/2/2012						
LINE	PART NUMBER	QUANTITY	UNITS	DATE REQUIRED	PRICE	EXT. PRICE
0.00						
1	NST-K 25000 15/5/5 DWT	1	EACH	10/2/2012		
APPROVED UPON DRAWLINGS PER QUOTE 19449A INCLUDES FREIGI						





To: Oasis Food Mart  
 3124 Broad Rock Blvd  
 Richmond, Va

Attn: Yaser Atieh  
 Phone: 804-687-8017  
 email: yaseratieh@aol.com



Norfolk, VA  
 Fredericksburg, VA  
 Richmond, VA  
 Atlanta, GA

Raleigh, NC  
 Charlotte, NC  
 Greenville, SC  
 Columbia, SC

Salisbury, MD  
 Baltimore, MD  
 Philadelphia, PA  
 Boston, MA

Jones & Frank offers Layout, Installation, and Service on all Liquid Handling Projects. Visit us at our Web Site www.jones-frank.com

REFERENCE:	Proposal #	Salesman #	F.O.B.	DATE:
replace tanks & dispensers	01120142TE	0210	Job Site	9/25/12

We are pleased to offer the following proposal for your consideration.

**TANK EQUIPMENT**

- 1 **Underground Storage Tank, U.L. Listed, Specifications as follows:**  
 Capacity: 25000 Construction: Urethane Coated, ACT100U Double Wall  
 Diameter: 10' Length: 39' Compartments: 15K-5K-5K  
 Openings: Standard Product: diesel/prem/kerol Warranty: 30 Years  
 Special Conditions: N/A

**TANK SUMP EQUIPMENT**

- Standard Red Jacket STP's 208 / 230 VAC Single Phase Motors. All U1 STP's Ship With VEEDER-ROOT Ready Check Valve for PLLD
- 3 19 1/2" Standard Pump Risers for the following STP's. 36" tank bury depth, NO STP sump.
- 3 Red Jacket STD P150U1RJ2 1-1/2 HP (104.5"-165", eye bolt to inlet) 8' to 11' tank 410141-002 580-14102
- 2 Red Jacket FX1V Mechanical Leak Detector Gasoline 116-056-5 580-09050
- 1 Red Jacket FX1DV Mechanical Leak Detector Kero / Diesel 116-058-5 580-08000
- 3 Red Jacket Isotrol Control Box W/ RELAY Isotrol 1-8R 880-047-1 580-02150
- 3 2" BRONZE Full Port Ball Valve 600psig WOG 21BV-0200LH OPW 689-00095
- 3 Standard burial sump for use with 37" manhole TSM-4536 FlexWorks 696-TSM45
- 3 Urethane Sealant (one tube per sump) SL-1100 FlexWorks 696-SL100
- 3 4" Sump Mounting Flange SMF-4E FlexWorks 696-SMF4E
- 3 38" Morrison Manhole with Composite Cover 318L-3800 AM Morrison 670-31838

**SPILL CONTAINMENT, OVERFILL PROTECTION, STAGE I VAPOR RECOVERY & VENTS**

- 3 5 gallon Spill Containment, thread on, w/ plug 1-2100-PEVR OPW 689-12100PEVR
- 3 4" - 5" x 8" (2) point overflow prevention drop tube 71SO-4000 OPW 689-71SO4000
- 3 4" Brass, Swivel, top seal fill adapter 61SALP-1020-EVR OPW 689-02064
- 3 4" (grey) Top Seal Fill Cap 634TT-7085-EVR OPW 689-02120
- 4 4" x 3" x 3" (cross) extractor fitting w/ cage. 233-4433 OPW 689-01071
- 2 Stage 1 Swivel Vapor Recovery Adaptor 61VSA-1020-EVR OPW 689-02145
- 2 3" (orange) vapor recovery cap 1711T-7085-EVR OPW 689-02205
- 4 12" manhole w/ cast iron top 104A-1200 OPW 689-00750
- 1 2" vent cap 23-0033 OPW 689-00100
- 1 3" NPT Pressure Vacuum Vent Cap, 3" W.C. pres. 8" W.C. vac 623V-3203 OPW 689-623V3203

**TANK MONITORING EQUIPMENT**

- 4 18" Round Manhole 104A-1800 OPW 689-00758
- Veeder Root Monitoring System consisting of the following:

**CONSOLE**

- 1 TLS 450 With integral printer and full VGA LCD display 860090-100

**MODULES**

- 1 Universal sensor/probe interface module 332512-001

**Software Enhancements**

- 1 Continuous Statistical Leak Detection (CSLD) 332972-005

**MAG PLUS TANK PROBES**

- Diameter  
 3 10' Magnetostrictive Plus Probe 846390-109 930-68009

**MAG PLUS PROBE INSTALLATION KITS w/ 4" FLOATS**

- 2 Gas Phase Separation 10' Cable 886100-010  
 1 Diesel 10' Cable 846400-011

**Probe Accessories**

- 3 4" Riser Cap & Ring 312020-952 930-60400

**SENSORS**

- 4 TLS-350 use 8 Input Interface module pn 329358-001 - eight per module// TLS-300 NO MODULE REQUIRED  
 Piping Sump Sensors w 12' cable 794380-208 930-62202

**INTERSTITIAL SENSORS STEEL TANKS - DRY INTERSTITIAL SPACE**

- 1 Interstitial Sensor for 4' to 12' Diameter Tanks - 16' cable 794390-420 930-61107

**SCOPE OF WORK BY JONES & FRANK TO INCLUDE:**

- Provide the Customer with a detailed Construction schedule.
- Hold an office Pre-Con meeting prior to ordering the equipment to verify quantities and sizes
- Remove existing dispensing equipment and dispose of it.

J&F \_\_\_\_\_

Saw cut and remove the following areas in the existing concrete lot and leave debris off site:  
52'x30'x6" to remove tanks

Remove existing tank(s) 3-10K & 2-5K

Tieing into exiting lines @ tank area

Take Soil samples as listed below and test for total hydrocarbons:  
Five from the tank pit

Provide independent geologist to observe and record tank removal and provide report of same.

Off load and test tank(s) in accordance with the Manufacturer's Installation Instructions

Leave excavated material from the tank hole on site.

Install tanks and backfill with the following:  
Material as specified by the tank manufacturer.

Fill the tanks with water for hold-down ballast

Install 4" fills with spill containment manholes

Install overflow prevention drop tubes

Install 4" riser pipes for tank monitoring system and cover with an 18" manhole

Install submersible pumps with valves in a sump and cover with a manhole

Water test the sumps

Run piping as specified below to the existing island area:  
2" single wall fiberglass discharge piping (tie into existing @ tanks )

Install extractor vent valve on diesel tank and cover with 12" manhole

Install extractor vent valve on gasoline tanks complete with stage I adapter and cover with a 12" manhole.

Install 2" single wall vent line on the diesel tank

Install a 3" single wall vent line on the gasoline tanks connecting to a stage II vapor bar with a 6" ball float in each extractor fitting to help prevent co-mingling of product in the case of an overflow situation.

Install 3" vapor recovery line to tie into tank area where we are tieing in piping

- Install the following equipment:
- 1 Tank Monitor with 3-Tank Probe(s) & 4 Sensors(s)
  - 3 Submersible Pump(s)
  - 3 Mechanical Line Leak Detection

Pour concrete pad over tanks to the following spec. :  
 Lgth: 52'                      Width: 30'                      Thickness: 8"                      4000 PSI air entrained Reinforced: Fibermesh

Tie into existing electrical conduit as follows:

- 3 Submersible Pump(s)
- 1 Tank Monitoring System
- 3 Tank Probes
- 4 Sump Sensors

Pull wire and make final connections for the following:

- 3 Submersible Pump(s)
- 1 Tank Monitoring System
- 3 Tank Probes
- 4 Sump Sensors

Paint the following items to customers specifications:

Manhole covers

Pump the water from the tanks and coordinate with the Customer's fuel supplier to fill the tanks with product

Clean our debris from the job site.

Test all equipment supplied by Jones & Frank for proper operation.

Instruct Customer's personnel in the proper operation of the equipment supplied by Jones & Frank.

Perform precision test on all tanks.

Perform precision line test and mechanical leak detector test (if applicable) on discharge piping.

Perform Stage II Pressure Decay, Blockage and A/L testing

Provide a "Close Out Book" complete with Photos, Inspection Reports & Permits

**TERMS AND CONDITIONS:**

Except as otherwise specified, all equipment supplied by Jones & Frank will be guaranteed to the fullest extent of the manufacturer's written warranty. All installation work will be guaranteed against defects in workmanship for one year from the date of start-up, not to exceed fifteen months from the date of substantial completion

If any underground obstructions or conditions are encountered requiring dewatering, rock removal, shoring, additional excavation time, removal of sub surface concrete, removal of subsurface structures, relocation of utilities, excessive cave-in, etc., there will be additional charges to the customer.

The tanks which are to be foam filled are presumed to be empty, unanchored, single wall, bare Steel and buried no deeper than 40". If the tanks are found to be double wall, fiberglass, fiberglass clad, buried deeper than 40", anchored or found to contain sand, concrete, fuel, water, etc., there will be additional charges to the customer for the removal and disposal of the tank contents.

It is the customers responsibility to obtain the necessary EPA hazardous waste generator number for the disposal of the tank residue.

If contaminated soil or free product is encountered Jones & Frank will stop work and discuss a plan of action with the customer. Customer should be present during excavation.

Contaminated soil will be disposed of and additional clean fill material supplied as an extra to the contract, on a cost plus basis and only at the direction of the owner. Disposal can not begin until additional lab and authorization are received.

Necessary building permits and inspections will be obtained by Jones & Frank Corporation and billed to the customer as an additional cost to the proposal price. Necessary site plans, required engineering drawings, planning department approval, use permits, engineering, variances or zoning changes are the responsibility of the customer.

It is the owners responsibility to submit a UST notification form to the proper State agency within 30 days of a new installation, an upgrade or a closure. Along with this notification a copy of the laboratory results from soil samples, a description of the area sampled, a site map depicting tank location and all sampling locations must be submitted. Jones & Frank will help the customer with this procedure.

It is the Owner's responsibility to provide network connectivity and all pertinent access codes at the store location. This includes, but is not limited to: High Speed Internet Access; Internet Connection Device; and Confirmation with Credit Processor that these methods and devices are acceptable and set-up prior to our arrival. Jones & Frank is not authorized by the credit processor to make these changes at the time of Point of Sale acceptable (POS) installation, start-up, and programming. Time required to make modifications to these networks infrastructure items will be billed at Jones & Frank prevailing rates in addition to the proposal.

JONES & FRANK reserves the right to approve the credit of all Customers. To Customers with approved credit, JONES & FRANK offers the following terms:

- Equipment: Net 10 days after delivery
- Installation: Net upon completion with progress payments due on presentation.

**OUR INSTALLATION PRICE IS CONTINGENT ON THE FOLLOWING:**

The installation price quoted does not include disposal of contaminated soil. If encountered there will be an additional charge that will be invoiced in addition to the quoted price.

Asphalt paving which is to be removed being no more than 4" thick

Concrete which is to be removed being no more than 6" thick

The presumption that the elevation at the tank will be level with or lower than the farthest dispenser location to accommodate proper sloping of the stage II vapor recovery piping.

Existing stage II piping, containment manholes, caps and all other existing tank accessories passing a blockage and pressure decay test.

**THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING:**

- CAD or engineered drawings.
- providing or installing dispensers or Sapphire upgrade (proposed to Tiger Fuels)
- removal or replacement of fence or curb where tanks are being removed
- stage II testing
- Disposal of any petroleum impacted soils.
- paving outside of what is listed in contract
- Repairs to the dispenser box / sump anchoring equipment
- Repairs or modifications to the existing product or stage II piping
- Repairs / Replacement of the existing emergency valves or flex connectors
- Repairs / Replacement of the existing dispenser sump or entry boots
- Upgrades, repairs or modifications to the existing panels, control systems or POS equipment

Due to the volatility in fuel prices and in the steel market and the uncertainty of pricing from many of our suppliers, we may not be able to honor all of the prices shown here for more than 15 days from the date of this proposal.

**THE TOTAL PRICE IS AS FOLLOWS:**

EQUIPMENT -	\$59,962.44
5.00% Sales/Use Tax	\$2,998.12
INSTALLATION / TRAINING / START UP	\$84,039.44
<b>TOTAL PRICE</b>	<b>\$147,000.00</b>

Accepted \_\_\_\_\_

**60 Month Lease Option for this project.**



**One Dollar Purchase Lease Option**

<b>**** Total Estimated Monthly Lease Payment</b>	<b>\$3,240.91</b>
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\*\*\*\* Actual monthly payment is calculated by Patriot Capital Corporation and is subject to their qualifications to acquire this lease payment structure.

With the One Dollar Purchase Option, ownership of the equipment takes place at the end of the lease term.

Options selected below have not been calculated in this lease payment

ACCEPTANCE

**Ten Percent Purchase Option**

<b>**** Total Estimated Monthly Lease Payment</b>	<b>\$3,033.40</b>
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\*\*\*\* Actual monthly payment is calculated by Patriot Capital Corporation and is subject to their qualifications to acquire this lease payment structure.

With the Ten Percent Purchase Option, ownership of the equipment takes place at the end of the lease term with a buy out at 10% of the original lease amount.

Options selected below have not been calculated in this lease payment

ACCEPTANCE

**OPTIONS TO THE PROPOSAL**

ADD to the above "TOTAL PRICE"

J&F \_\_\_\_\_

OPTION	Accepted	Date
ADD to the above "TOTAL PRICE"		
OPTION	Accepted	Date

**STANDARD PAYMENT TERMS:**

1. Prior to ordering equipment or obtaining permits, the Buyer's credit must be approved by Jones & Frank Corp.
2. Jones & Frank "Terms & Conditions" page must be signed by the Buyer.
3. Payment Terms (calendar days)
  - a) Net (10) ten days - All Dispenser, POS, and PCI Compliance equipment will be invoiced when shipped from manufacturer.
  - b) Net (30) thirty days - Remainder of project invoices.
4. A minimum Deposit of 25% is required for this project. \$36,750  
 The minimum deposit required for this project is:
5. Credit Card payments greater than \$3,000. will have the processing fee added.
6. The Buyer's Account must be "current" prior to start-up and training.
7. Invoice all Gilbarco Dispensers and POS Upon Receipt  
 All Gilbarco equipment will be invoiced upon receipt of invoice (within 1 day).  
 These invoices are due - NET 10 days. Gilbarco invoices will not be a part of the normal progress billing unless they happen to be received the same day.

I acknowledge and accept these terms: \_\_\_\_\_

We appreciate the opportunity of offering this proposal and trust we may be favored with your most valued business.

**ACCEPTANCE:** This proposal, when accepted by the purchaser, and final approval of Sellers Official Officer, will constitute a bona fide contract between us, subject to all terms and conditions on the reverse side or as follows with this document.  
 It is expressly agreed that there are no promises, agreements or understandings, oral or written, not specified in this proposal.

**Marty Martin**  
 Sales Representative  
 1300 Ingleside Rd  
 Norfolk, VA 23502  
**TEL:** (757) 853-3500  
**MOBILE:** (757) 685-1160  
**FAX:** (757) 855-2665  
**E\_MAIL:** mmartin@jones-frank.com

**JONES & FRANK ACCEPTANCE**

**Oasis Food Mart**

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Company Name

---

Signature Date

---

Title

---

Signature of Officer

---

Title

---

Date