



## AMENDMENT TO TRUCK LEASE AND SERVICE AGREEMENT

THIS AMENDMENT dated \_\_\_\_\_, 2015 is by and between **Ryder Truck Rental, Inc.** ("Ryder") and \_\_\_\_\_ ("Customer") to amend the Truck Lease and Service Agreement dated \_\_\_\_\_ (the "Agreement").

THEREFORE, Ryder and Customer agree as follows:

1. **Effective.** This Amendment shall be effective as of the 1<sup>st</sup> day of \_\_\_\_\_, 2015 (the "Effective Date") and shall apply to all fuel purchased by Customer from Ryder solely for all Vehicles under the Agreement and shall not apply to any other vehicles.
2. **OPIS Fuel Pricing.** Notwithstanding any provision in the Agreement, Schedule A or any amendment thereto that conflicts with the fuel charges below, as of the Effective Date, the following shall control with respect to fuel charges and payment obligations:

When Ryder is designated on Schedule A, Ryder will provide fuel for each Vehicle from a Ryder or Ryder designated facility. Ryder's per gallon charge for fuel (the "**Per Gallon Fuel Charge**") shall be equal to the OPIS Base Price plus a Per Gallon Premium (each as defined herein) plus: (i) all applicable taxes; (ii) all freight and delivery charges; and (iii) the cost of necessary fuel additives. The Per Gallon Fuel Charge shall apply only to Ultra Low Sulfur Diesel Fuel that is purchased at facilities owned or operated by Ryder, including on-site or "captive" locations where Ryder provides fuel, and shall not apply to any fuel purchased in Canada or Hawaii. Fuel charges are billed weekly and due within seven (7) days of the date of the invoice. If Customer's account is past due, Ryder, at Ryder's sole discretion and without notice, may elect to withhold any fuel related rebates or stop providing fuel to Customer. For fuel purchased from Ryder to which the Per Gallon Fuel Charge is not applicable, Ryder's charge for fuel will vary over time.

The "**OPIS Base Price**" shall mean the Oil Price Information Service ("**OPIS**") Ultra Low Sulfur Diesel Gross Contract Average Cost of Fuel (as of the date of purchase) for the locality where the fuel is purchased (or the closest location or terminal for which OPIS publishes an index).

The "**Per Gallon Premium**" shall be Ten Cents per Gallon (\$0.10/gallon) plus (i) an additional One Cent per Gallon (\$0.01/gallon) if the Per Gallon Fuel Charge is equal to or exceeds Four Dollars per Gallon (\$4.00/gallon), plus (ii) an additional One-Half Cent per Gallon (\$0.0050/gallon) for each whole dollar by which the Per Gallon Fuel Charge exceeds Four Dollars per Gallon (\$4.00/gallon). For example, if the Per Gallon Fuel Charge is \$3.99 per gallon, the Per Gallon Premium shall be \$0.10; if the Per Gallon Fuel Charge is \$4.00 per gallon, then the Per Gallon Premium shall be \$0.11; and if the Per Gallon Fuel Charge is \$5.00 per gallon, then the Per Gallon Premium shall be \$0.115.

3. **Fuel Rebate.** Starting on the Effective Date and thereafter, Ryder will calculate on a monthly basis ("**Monthly Calculation**"): (a) Customer's average days to pay fuel charges ("**ADP**") and (b) Customer's consumption of fuel from Ryder ("**Volume**"). As of the Effective Date, each calendar month shall be a "**Rebate Period**". The Monthly Calculation shall be based on ADP and Volume data from the month that is 2 months prior to the Monthly Calculation date. For example, the Monthly Calculation conducted in December will be based on data collected in October. Customer is eligible to receive either an ADP rebate or a Volume incentive rebate, or both, if it meets the terms and conditions set forth herein.

#### A. ADP Rebate

The calculation for ADP will cover all fuel invoices paid within a particular month. The Customer will qualify for an ADP credit to its account of \$0.01 cent per gallon during any Rebate Period that Customer's ADP is 5 days or less.

#### B. Volume Incentive Rebate

- (1) The Customer will qualify for a Volume incentive rebate if Customer purchases a minimum of 50,000 gallons or more of fuel during any Rebate Period (the "**Qualifying Volume Level**"). Consumption will count toward the Qualifying Volume Level once Ryder receives payments for the fuel. Customer will be credited the Volume incentive rebate, based on the Monthly Calculation only if the Customer meets or exceeds the Qualifying Volume Level.
- (2) In the event the Customer qualifies for the Volume incentive rebate, Customer shall receive the following credit(s) to its account:

##### Volume Incentive Credit

- a) \$0.01 cent per gallon credit for Volume at 50,000 gallons or more per Rebate Period (per month).
  - b) \$0.02 cent per gallon credit for Volume at 100,000 gallons or more per Rebate Period (per month).
  - c) \$0.03 cent per gallon credit for Volume at 200,000 gallons or more per Rebate Period (per month).
  - d) \$0.04 cent per gallon credit for Volume at 300,000 gallons or more per Rebate Period (per month).
- (3) The Volume incentive rebate shall be based on the total gallons of fuel purchased by Customer during the Rebate Period (rather than only on the gallons purchased in excess of the Qualifying Volume Level). Once the next credit per gallon tier has been reached, the applicable credit at such tier will apply for all gallons purchased during the Rebate Period.
4. **Payment.** Within 30 days of the end of each Rebate Period, Ryder will compute and credit to Customer's account any ADP rebate and Volume incentive rebate for the applicable Rebate Period. If Customer does not qualify for either the ADP rebate or the Volume incentive rebate, then Ryder will send Customer notice of its failure to qualify. Ryder shall include the basis for its computation of the Volume incentive rebate or the notice of failure to qualify required hereunder.
  5. **Breach.** Customer will not be entitled to any rebate credit if Customer is in breach of any agreement between Ryder (or any Ryder affiliates) unless the breach is cured within 30 days. If a material breach is not cured after 30 days, Ryder may terminate this Amendment.
  6. **Confidentiality.** This Amendment, including all its terms and conditions, is CONFIDENTIAL and shall not be disclosed to any third party by the parties or any one or more of their respective, current and/or future agents, representatives or employees, except in accordance with applicable laws.
  7. **Miscellaneous.** All other terms of the Agreement, except those expressly modified herein, shall remain in full force and effect. This Amendment supersedes all oral negotiations and prior and contemporaneous writings, and is intended as the final expression of the parties' agreement, with respect

to the subject matter hereof. All capitalized terms used in this Amendment shall have the same meaning as the capitalized terms used in the Agreement, unless otherwise defined herein.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment.

**Ryder Truck Rental, Inc.**

**By:** \_\_\_\_\_

**Print & Title:** C. Scott Perry, VP  
Supply Management & Global Fuel Products

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print & Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_