



Speedway LLC  
500 Speedway Dr.  
Enon, OH 45323

RICK CREPS  
CITY OF GAHANNA  
RICK CREPS  
780 SCIENCE BLVD  
GAHANNA, OH 43230

Re: Speedway LLC SuperFleet® Program Agreement

Dear RICK CREPS:

This Letter Agreement ("Letter Agreement") sets forth the terms of an agreement between Speedway LLC ("Speedway") and CITY OF GAHANNA ("Customer") regarding the Speedway SuperFleet Program (the "SuperFleet Program").

1. **BACKGROUND.** SuperFleet is a proprietary credit card program designed for Speedway's commercial customers. Speedway's SuperFleet Program includes a total fleet management system designed to help fleet managers control costs and monitor vehicle and/or driver fuel usage as well as vehicle performance. The SuperFleet Program rewards Customer for prompt payment and using the SuperFleet Program by offering discounts on fuel pricing as well as the other benefits, such as the fleet management system. The SuperFleet Program is governed by the Statement of Credit Card Terms, Speedway Commercial & Consumer Cards Retail Installment Credit Agreement Credit Sale Contract dated April 30, 2010, as amended from time to time (the "Credit Agreement"). Both parties desire by this Letter Agreement to memorialize certain pricing terms and other terms and conditions under which the SuperFleet Program will be made available to Customer.
2. **VOLUME PRICING & INVOICES.**
  - a. The parties agree that the volume pricing for Customer, subject to the limitations set forth in this Section 2, shall be as set forth on Schedule "A" attached hereto and shall be determined based upon the total gallons of fuel purchased by Customer's vehicles using SuperFleet cards during each calendar month of the Term (the "Volume Pricing"). If Customer's fuel purchases fall below the gallons agreed to in Schedule A, Speedway may revise the Volume Pricing in Schedule A with thirty (30) days prior written notice to Customer.
  - b. The Volume Pricing that has been earned on the total gallons of fuel purchased by Customer during the current billing month will be reflected on the SuperFleet invoice. For Association and Affiliation customers, the Volume Pricing will be based on the aggregate gallons of fuel purchased by its members, and will be reflected on the SuperFleet invoice the following month. For non-Association/Affiliation customers, the Volume Pricing will be reflected on the SuperFleet invoice for the current billing month. No Volume Pricing will be earned during any billing month if Customer's account is past due according to the Credit Agreement.
  - c. All SuperFleet Program invoices are due and payable according to the Credit Agreement as set forth in Exhibit A, attached hereto and incorporated herein. Any unpaid invoice amount shall be subject to any applicable late fees as described in the Credit Agreement, in addition to any other rights and remedies set forth in the Credit Agreement.
  - d. Speedway will send Customer a monthly report via email to the designated Customer contact set forth in Attachment A, detailing the Volume Pricing earned. Customer may choose to opt out from receiving this report at any time by following the "unsubscribe" directions in the email.
3. **SALES TAXES.** Customer acknowledges that Speedway's Volume Pricing includes any applicable taxes, including but not limited to, sales taxes. In the event Customer is exempt from the payment of sales taxes, Customer shall provide Speedway with a current, valid tax exemption certificate(s) (and for Indiana, a Motor Fuel Exemption Indiana Department of Revenue Form ST-105 is required). Customer shall indemnify, defend, and hold Speedway harmless from any and all claims, demands, damages, losses, fees and expenses (including fines, penalties, interest and attorneys' fees) related to or arising from any sales tax payments, audits, or assessments in connection with

Customer's account.

4. ACKNOWLEDGEMENT REGARDING CREDIT DECISIONS. Customer acknowledges that Speedway retains the right, in its sole and unfettered discretion, to extend or deny credit to any customer who applies for the SuperFleet Program and to amend the terms of the SuperFleet Program, except for the pricing as set forth in Schedule A and the payment terms in the Credit Agreement. Speedway may (in accordance with applicable law) cancel Customer's account or suspend use of the cards at any time, in the event (i) Customer's account balance exceeds the applicable credit limit; (ii) any undisputed portion of the Customer's account balance is past due; or (iii) Customer becomes insolvent, makes an assignment for the benefit of creditors, or if there shall be instituted by or against Customer any proceeding under any bankruptcy or insolvency law. The refusal by Speedway to grant credit, or grant additional credit, to Customer shall not be a default under this Letter Agreement and, except for the Volume Pricing set forth herein, all participation in, payment terms and purchases under the SuperFleet Program by Customer shall be governed by the Credit Agreement.

5. RELATIONSHIP OF THE PARTIES. The relationship of Speedway and Customer under this Letter Agreement is that of independent contractors, and nothing in this Agreement shall be construed as creating a partnership, joint venture or agency relationship between the parties. Neither party hereto has the right to bind the other to any contract or obligation.

6. REPRESENTATIONS AND WARRANTIES. The parties hereto represent and warrant that they have the full right and authority to enter into this Agreement and to perform their respective obligations hereunder and that this Agreement shall be binding and enforceable against each party hereto in accordance with its terms.

7. TERM.

a. The term of this Letter Agreement (the "Term") shall begin on \_\_\_\_\_, 20\_\_ and shall continue until (i) Customer discontinues purchasing fuel using its SuperFleet card(s); or (ii) it is terminated in accordance with section (b) below.

b. This Letter Agreement may be terminated immediately by either party (i) in the event the other party commits a material breach of or default under any of its obligations under this Letter Agreement; (ii) in the event Customer's participation in the SuperFleet Program is terminated pursuant to the terms of the Credit Agreement; (iii) in the event the other party becomes insolvent, makes an assignment for the benefit of creditors, voluntarily or involuntarily comes under the protection of any state or federal bankruptcy, insolvency or reorganization law, or approves or authorizes dissolution or cessation of business operations; or (iv) for any reason with thirty (30) days prior written notice.

c. Upon termination of this Letter Agreement, the parties' respective rights and obligations under this Letter Agreement, except as otherwise set forth herein, shall immediately cease.

8. CONFIDENTIALITY. Except as agreed to by the other party in writing, neither party will disclose any Confidential Information of the other party to any Third Party except: (i) to employees, agents and contractors on a need-to-know basis who are subject to a binding confidentiality undertaking applicable to the Confidential Information; or (ii) pursuant to an order of any court or governmental agency. For this Agreement, Confidential Information shall mean all information reasonably related to a parties current and future products, SuperFleet Programs, customers and related prices and discounts contained in documents or other tangible materials or orally, or in any other intangible form. Confidential Information shall not include any information which: (i) is or becomes publicly known or readily ascertainable by the public through no fault of a party hereto receiving such Confidential Information from the other party; (ii) is received by a party from a third party, without breaching an obligation owed to other party; or (iii) is independently developed without the use of any Confidential Information of the other party.

9. MISCELLANEOUS.

Confidential

a. All notices, requests, demands and other communications hereunder will be in writing and will be deemed given and received (i) on the date of delivery when delivered by hand or when transmitted by confirmed facsimile or (ii) on the following business day when sent by receipted overnight courier when addressed to the addresses as set forth in this Letter Agreement. Any party may change the address to which notices are to be sent to it by giving written notice of such change of address to the other parties in the manner above provided for giving notice. Any notices required to be provided to a Member shall be given in accordance with the notice provisions set forth in the Credit Agreement.

b. This Letter Agreement may not be assigned by Customer.

c. This Letter Agreement, including all Schedules, supersedes all prior agreements, verbal and written, between the parties hereto with respect to the Volume Pricing, including, but not limited to, any previously entered into Letter Agreements or other form of association agreement. This Letter Agreement does not supersede the terms of the Credit Agreement. Neither this Letter Agreement, nor any provision hereof, may be changed, waived, discharged, supplemented or terminated orally, but only by an agreement in writing signed by the party against which the enforcement of such change, waiver, discharge or termination is sought.

d. This Letter Agreement will be governed by and construed and enforced in accordance with the laws of the State of Ohio as applied to contracts between Ohio residents executed in Ohio and performed wholly within Ohio.

e. Nothing in this Letter Agreement shall confer any rights upon any person other than the parties, the Members and their respective successors and permitted assigns.

f. NEITHER PARTY HERETO SHALL HAVE ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES RELATING TO THIS LETTER AGREEMENT, THE PERFORMANCE OR NON-PERFORMANCE OF THIS LETTER AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS LETTER AGREEMENT, REGARDLESS OF THE FORESEEABILITY OF THE SAME, WHETHER UNDER BREACH OF CONTRACT, TORT, BREACH OF WARRANTY, PRODUCTS LIABILITY, STRICT LIABILITY OR OTHERWISE.

g. The parties hereby acknowledge that any breach of the provisions of Section 8 of this Letter Agreement may give rise to irreparable injury to the parties hereto, inadequately compensable in monetary damages. Notwithstanding anything to the contrary herein, the parties hereto will be able to seek and obtain equitable relief, including injunctive relief, against the breach or threatened breach of Section 8 of this Letter Agreement.

h. Section 3 and Section 9 shall survive any termination of this Letter Agreement.

If the foregoing correctly reflects our discussions and agreements, please execute this letter where indicated below.

Very truly yours,

SPEEDWAY LLC

AGREED AND ACCEPTED AS OF  
THE \_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_

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

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

Print Name: Timothy L. Rupp \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: Commercial Director \_\_\_\_\_

Title: \_\_\_\_\_

Cc: Rick Prebles

Confidential

**Schedule A  
SuperFleet Volume Pricing**

**Customer Information:**

Account #	1001474194
Program Code	C35
Customer Name	CITY OF GAHANNA
Phone Number	6143424401
Fax Number	
Email Address	
Address	RICK CREPS 780 SCIENCE BLVD
City, State & Zip	GAHANNA, OH 43230
Billing Frequency	Monthly
Reporting Frequency	Monthly

**Speedway Brands\* Pricing:**

Gasoline Products	Mark up: 3¢
Diesel Products	Mark up: 3¢

**Marathon Brands Pricing:**

Gasoline Products	Discount: 5¢
Diesel Products	Discount: 5¢

**Speedway Brands\* Rack Pricing Information:**

Speedway uses the Oil Pricing Information Service (OPIS) for obtaining Contract Average pricing for gasoline and diesel fuel racks nationwide. Pricing is based upon the OPIS Contract Average plus freight and other applicable fees and taxes and is updated on a Daily basis. Daily re-pricing is set at 8:00 a.m. (Eastern) for the day.  
(\*Speedway Brands means any participating Speedway, GasAmerica, or Rich Oil location.)

**All Other Brands Pricing Information:** Pricing for all other brands is the standard retail price.

**Speedway LLC**

**Customer**

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Cc: Rick Prebles