

Exhibit C

Compensation

The following sets forth the compensation associated with the Services under this Agreement.

1. Supplier shall be compensated for the Services at a flat rate of \$17,500 per month for up to 1,200 actions.
2. Cart actions exceeding 1,200 per month will be invoiced at \$10.95 per complete action.
3. Both parties agree that any cart actions outside the normal day-to-day activity shall be negotiated in good faith. Actions outside normal activity shall be described as any single "project" involving more than 100 carts.
4. Otto may charge a fuel surcharge. Fuel shall be base-lined from the Department of Energy Diesel Fuel Price Index for the Gulf Coast Region as of May 1, 2012 ("Baseline Fuel Price"). Each monthly invoice may have a fuel surcharge if the average monthly fuel cost exceeds the Baseline Fuel Price ("Fuel Delta"). The fuel surcharge shall be calculated as follows:

A = Actual price per gallon of diesel fuel

B = Baseline Fuel Price per gallon of diesel fuel

C = Average miles per gallon of diesel fuel consumption

D = 230 (average number of miles driven per day per truck)

E = Number of trucks in service

F = Number of actual Service days per month

$$(A - B) / C * D * E * F$$

By the fifth day of each month, Otto shall submit its invoice to The City of Durham for the flat rate (including any applicable fuel surcharge), as well as an invoice of any additional Cart actions above and beyond the Agreed Actions. If a discrepancy arises between the numbers of additional Cart actions billed each month by Otto, the parties shall confer within fifteen (15) days of detection of such discrepancy to ascertain the actual number of additional Cart actions serviced and the reason for any such discrepancy.