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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported):

February 24, 2011

FleetCor Technologies, Inc.

(Exact name of registrant as specified in its charter)

Delaware

001-35004

72-1074903

(State or other jurisdiction  
of incorporation)

(Commission  
File Number)

(I.R.S. Employer  
Identification No.)

655 Engineering Drive, Suite 300, Norcross, Georgia

30092-2830

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code:

(770) 449-0479

Not Applicable

Former name or former address, if changed since last report

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01 Entry into a Material Definitive Agreement.**

Extension of Securitization Facility

On February 24, 2011, subsidiaries of FleetCor Technologies, Inc. (the "Company") entered into a fourth amendment (the "Amendment") to its fourth amended and restated receivables purchase agreement among FleetCor Funding LLC, as seller, FleetCor Technologies Operating Company, LLC, as servicer, PNC Bank, National Association, as administrator, and the various purchaser agents, conduit purchasers and related committed purchasers parties thereto, which was amended and restated for the fourth time as of October 29, 2007 (the "Securitization Facility"). The Amendment extends the facility termination date until February 23, 2012 and removes a restrictive covenant relating to acquisitions. The current purchase limit under the Securitization Facility remains \$500 million. As a result of the Amendment, the purchasers under the Securitization Facility are contractually committed to purchase up to \$500 million of receivables on a revolving basis through February 23, 2012. As part of amending the Securitization Facility, the Company entered into a second amendment to performance guaranty, dated as of February 24, 2011 (the "Guaranty"), among the Company, FleetCor Technologies Operating Company, LLC, PNC Bank, National Association, and Credit Agricole Corporate and Investment Bank, to remove a restrictive covenant relating to acquisitions.

The Securitization Facility provides for certain termination events, upon the occurrence of which the administrator may declare the facility termination date to have occurred, may exercise certain enforcement rights with respect to the receivables, and may appoint a successor servicer, among other things. Termination events include nonpayment, noncompliance with covenants, default under indebtedness greater than a threshold, the failure to maintain certain ratios related to leverage, interest coverage, defaults, delinquencies and dilution, change in control, and failure to perform under a performance guaranty. Except for the Securitization Facility, the Amendment and the Guaranty, the Company and its affiliates do not have any material relationship with the parties to such agreements, except for PNC Bank, National Association, with which the Company has a commercial banking relationship, and PNC Capital Markets LLC (an affiliate of PNC Bank, National Association), which acted as an underwriter in our initial public offering concluded on December 20, 2010, as more fully described in the Company's registration statement on Form S-1 filed with the SEC on November 30, 2010.

**Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The information set forth above in Item 1.01 is hereby incorporated by reference into this Item 2.03.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

10.1 Fourth Amendment to the Fourth Amended and Restated Receivables Purchase Agreement, dated February 24, 2011, among FleetCor Funding LLC, FleetCor Technologies Operating Company, LLC, the various purchaser agents, conduit purchasers and related committed purchasers listed on the signature pages thereto, and PNC Bank, National Association, as administrator.

10.2 Second Amendment to Performance Guaranty, dated February 24, 2011, among FleetCor Technologies, Inc., FleetCor Technologies Operating Company, LLC, PNC Bank, National Association, and Credit Agricole Corporate and Investment Bank.

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

FleetCor Technologies, Inc.

*February 28, 2011*

By: */s/ Sean Bowen*

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*Name: Sean Bowen*

*Title: General Counsel*

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Exhibit Index

<u>Exhibit No.</u>	<u>Description</u>
10.1	Fourth Amendment to the Fourth Amended and Restated Receivables Purchase Agreement, dated February 24, 2011, among FleetCor Funding LLC, FleetCor Technologies Operating Company, LLC, the various purchaser agents, conduit purchasers and related committed purchasers listed on the signature pages thereto, and PNC Bank, National Association, as administrator.
10.2	Second Amendment to Performance Guaranty, dated February 24, 2011, among FleetCor Technologies, Inc., FleetCor Technologies Operating Company, LLC, PNC Bank, National Association, and Credit Agricole Corporate and Investment Bank.

## FOURTH AMENDMENT TO THE FOURTH AMENDED AND RESTATED RECEIVABLES PURCHASE AGREEMENT

THIS FOURTH AMENDMENT TO FOURTH AMENDED AND RESTATED RECEIVABLES PURCHASE AGREEMENT (this "Amendment"), dated as of February 24, 2011, is entered into among FLEETCOR FUNDING LLC (the "Seller"), FLEETCOR TECHNOLOGIES OPERATING COMPANY, LLC (the "Servicer"), the various Purchaser Agents, Conduit Purchasers and Related Committed Purchasers listed on the signature pages hereto and PNC BANK, NATIONAL ASSOCIATION ("PNC"), as administrator (in such capacity, the "Administrator").

### BACKGROUND

A. The parties hereto are parties to that certain Fourth Amended and Restated Receivables Purchase Agreement dated as of October 29, 2007 (as amended, restated, supplemented or otherwise modified through the date hereof, the "Receivables Purchase Agreement"). Capitalized terms used and not otherwise defined herein have the respective meaning assigned to such terms in the Receivables Purchase Agreement.

B. The parties hereto desire to amend the Receivables Purchase Agreement as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Amendments to the Receivables Purchase Agreement. The Receivables Purchase Agreement is hereby amended as follows:

1.1 Section 6.3(c) of the Receivables Purchase Agreement is amended by adding the following paragraph to the end of such Section:

Any Related Committed Purchaser may pledge or assign any of its rights (including, without limitation, rights to payment of principal and interest) hereunder to any Federal Reserve Bank without notice to or consent of the Seller, the Servicer, any other Purchaser, any Purchaser Agent or the Administrator; provided, that no such pledge or assignment shall release such Related Committed Purchaser from any of its obligations hereunder or substitute such pledgee or assignee for such Related Committed Purchaser as a party hereto.

1.2 Section 6.7 of the Receivables Purchase Agreement is amended by replacing the phrase "if applicable, the rating agencies rating the Notes of any Conduit Purchaser" where it appears in sub-clause (iii) of such Section with the phrase "any nationally recognized statistical rating organization".

1.3 Clause (a) of the definition of "Facility Termination Date" set forth in Exhibit I to the Receivables Purchase Agreement is amended by deleting the reference to the date "February 24, 2011" therein and substituting the date "February 23, 2012" therefor.

1.4 Section 2(l) of Exhibit IV to the Receivables Purchase Agreement entitled "Permitted Acquisitions" is replaced in its entirety with the following:

(l) [Reserved].

SECTION 2. Representations and Warranties of the Seller and Servicer. Each of the Seller and the Servicer hereby represents and warrants, as to itself, to each of the Administrator, each Purchaser and each Purchaser Agent as follows:

(a) representations and warranties made by it in the Transaction Documents are true and correct as of the date hereof (unless stated to relate solely to an earlier date, in which case such representations or warranties were true and correct as of such earlier date);

(b) no event has occurred and is continuing, or would result from the transactions contemplated hereby, that constitutes a Termination Event or an Unmatured Termination Event; and

(c) the Facility Termination Date has not occurred; and

(d) the execution and delivery by such Person of this Amendment, and the performance of each of its obligations under this Amendment and the Receivables Purchase Agreement, as amended hereby, are within each of its corporate powers and have been duly authorized by all necessary corporate action on its part. This Amendment and the Receivables Purchase Agreement, as amended hereby, are such Person's valid and legally binding obligations, enforceable in accordance with its terms.

SECTION 3. Effect of Amendment. All provisions of the Receivables Purchase Agreement, as expressly amended and modified by this Amendment, shall remain in full force and effect. After this Amendment becomes effective, all references in the Receivables Purchase Agreement (or in any other Transaction Document) to "this Receivables Purchase Agreement", "this Agreement", "hereof", "herein" or words of similar effect referring to the Receivables Purchase Agreement shall be deemed to be references to the Receivables Purchase Agreement as amended by this Amendment. This Amendment shall not be deemed, either expressly or impliedly, to waive, amend or supplement any provision of the Receivables Purchase Agreement other than as set forth herein.

SECTION 4. Effectiveness. This Amendment shall be effective as of the date hereof provided that the Administrator shall have received each of the following, each in form and substance satisfactory to the Administrator:

(a) counterparts of this Amendment duly executed by each of the parties hereto;

(b) counterparts of that certain Second Amendment to the Performance Guaranty being entered into concurrently herewith duly executed by each of the parties thereto;

(c) evidence that each Purchaser Agent has received (i) counterparts of its Purchaser Group Fee Letter dated as of the date hereof and duly executed by the parties thereto and (ii) the "Structuring Fee" referred to in such Purchaser Group Fee Letter; and

(d) such other documents and instruments as the Administrator or any Purchaser Agent may reasonably request.

SECTION 5. Miscellaneous. This Amendment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 6. Governing Law. This Amendment shall be governed by, and construed in accordance with, the internal laws of the State of New York.

SECTION 7. Section Headings. The various headings of this Amendment are included for convenience only and shall not affect the meaning or interpretation of this Amendment, the Receivables Purchase Agreement or any provision hereof or thereof.

*[SIGNATURES BEGIN ON NEXT PAGE]*

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their duly authorized officers as of the date first above written.

PNC BANK, NATIONAL ASSOCIATION,  
as Administrator

By: /s/ William P. Falcon  
Name: William P. Falcon  
Title: Vice President

PNC BANK, NATIONAL ASSOCIATION,

as Purchaser Agent for the Market Street Purchaser Group

By: /s/ Jessica Fabrizi  
Name: Jessica Fabrizi  
Title: Assistant Vice President

MARKET STREET FUNDING LLC,

as a Related Committed Purchaser and as Conduit Purchaser

By: /s/ Doris J. Hearn  
Name: Doris J. Hearn  
Title: Vice President

CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK,

as Purchaser Agent for the Atlantic Purchaser Group

By: /s/ Kostantina Kourmpetis  
Name: Kostantina Kourmpetis  
Title: Managing Director

By: /s/ Sam Pilcer  
Name: Sam Pilcer  
Title: Managing Director

CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK,

as Related Committed Purchaser

By: /s/ Kostantina Kourmpetis  
Name: Kostantina Kourmpetis  
Title: Managing Director

By: /s/ Sam Pilcer  
Name: Sam Pilcer  
Title: Managing Director

ATLANTIC ASSET SECURITIZATION LLC

as Conduit Purchaser

By: Credit Agricole Corporate and Investment Bank,  
as attorney-in-fact

By: /s/ Kostantina Kourmpetis  
Name: Kostantina Kourmpetis  
Title: Managing Director

By: /s/ Sam Pilcer  
Name: Sam Pilcer  
Title: Managing Director

FLEETCOR FUNDING LLC, as Seller

By: /s/ Eric Dey  
Name: Eric Dey  
Title: Chief Financial Officer

FLEETCOR TECHNOLOGIES OPERATING COMPANY, LLC, as  
Servicer

By: /s/ Eric Dey  
Name: Eric Dey  
Title: Chief Financial Officer

## SECOND AMENDMENT TO PERFORMANCE GUARANTY

THIS SECOND AMENDMENT TO PERFORMANCE GUARANTY (this "Amendment"), dated as of February 24, 2011, is entered into by and among FLEETCOR TECHNOLOGIES, INC., a corporation organized under the laws of the state of Delaware ("Holdings"), FLEETCOR TECHNOLOGIES OPERATING COMPANY, LLC, a limited liability company organized under the laws of the state of Georgia ("FleetCor") (together, FleetCor and Holdings are each a "Performance Guarantor" and collectively the "Performance Guarantors"), PNC BANK, NATIONAL ASSOCIATION ("PNC"), as administrator (in such capacity, the "Administrator"), PNC, as a purchaser agent and CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK ("Credit Agricole"), as a purchaser agent (together, PNC and Credit Agricole, in their capacities as purchaser agents, are each a "Purchaser Agent" and collectively the "Purchaser Agents").

### BACKGROUND

A. Reference is made to that certain Performance Guaranty, dated as of December 20, 2004 (as amended, restated, supplemented or otherwise modified through the date hereof, the "Performance Guaranty") made by the Performance Guarantors for the benefit of the Administrator, the Purchasers, the Purchaser Agents and each other Indemnified Party and Affected Person. Capitalized terms used and not otherwise defined herein have the respective meaning assigned to such terms in the Performance Guaranty.

B. The parties hereto desire to amend the Performance Guaranty as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION 1. Amendment to the Performance Guaranty. Clause (f) of Section 7 of the Guaranty entitled "Permitted Acquisitions" is hereby replaced in its entirety with the following:

(f) [Reserved].

SECTION 2. Representations and Warranties of the Performance Guarantors. Each Performance Guarantor hereby represents and warrants as follows:

(a) the representations and warranties made by it in the Transaction Documents are true and correct as of the date hereof (unless stated to relate solely to an earlier date, in which case such representations or warranties were true and correct as of such earlier date);

(b) no event has occurred and is continuing, or would result from the transactions contemplated hereby, that constitutes a Termination Event or an Unmatured Termination Event;

(c) the Facility Termination Date has not occurred; and

(d) the execution and delivery by such Person of this Amendment, and the performance by such Person of its obligations under this Amendment and the Performance Guaranty, as amended hereby, are within each of its corporate powers and have been duly authorized by all necessary corporate action on its part. This Amendment and the Performance Guaranty, as amended hereby, are such Person's valid and legally binding obligations, enforceable in accordance with its terms.

SECTION 3. Effect of Amendment. All provisions of the Performance Guaranty, as expressly amended and modified by this Amendment, shall remain in full force and effect. After this Amendment becomes effective, all references in the Performance Guaranty (or in any other Transaction Document) to "this Performance Guaranty", "this Agreement", "hereof", "herein" or words of similar effect referring to the Performance Guaranty shall be deemed to be references to the Performance Guaranty as amended by this Amendment. This Amendment shall not be deemed, either expressly or impliedly, to waive, amend or supplement any provision of the Performance Guaranty other than as set forth herein.

SECTION 4. Effectiveness. This Amendment shall be effective as of the date hereof upon satisfaction of the conditions precedent specified in Section 4 of that certain Fourth Amendment to the Receivables Purchase Agreement being entered into concurrently herewith.

SECTION 5. Miscellaneous. This Amendment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 6. Governing Law. This Amendment shall be governed by, and construed in accordance with, the internal laws of the State of New York.

SECTION 7. Section Headings. The various headings of this Amendment are included for convenience only and shall not affect the meaning or interpretation of this Amendment, the Performance Guaranty or any provision hereof or thereof.



IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their duly authorized officers as of the date first above written.

FLEETCOR TECHNOLOGIES, INC.

By: /s/ Eric Dey  
Name: Eric Dey  
Title: Chief Financial Officer

FLEETCOR TECHNOLOGIES  
OPERATING COMPANY, LLC

By: /s/ Eric Dey  
Name: Eric Dey  
Title: Chief Financial Officer

PNC BANK, NATIONAL ASSOCIATION,

as Administrator

By: /s/ William P. Falcon  
Name: William P. Falcon  
Title: Vice President

PNC BANK, NATIONAL ASSOCIATION,

as Purchaser Agent for the Market Street Purchaser Group

By: /s/ Jessica Fabrizi  
Name: Jessica Fabrizi  
Title: Assistant Vice President

CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK,

as Purchaser Agent for the Atlantic Purchaser Group

By: /s/ Kostantina Kourmpetis  
Name: Kostantina Kourmpetis  
Title: Managing Director

By: /s/ Sam Pilcer  
Name: Sam Pilcer  
Title: Managing Director