

**CONTRACT #3**  
**RFS # 401.00-00211**  
**FA # 06-16487**

**Transportation**

**VENDOR:**  
**FleetCor Technologies**  
**Operating Co., LLC**



**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

SUITE 700, JAMES K. POLK BUILDING  
NASHVILLE, TENNESSEE 37243-0349  
(615) 741-2848

**GERALD F. NICELY**  
COMMISSIONER

**PHIL BREDESEN**  
GOVERNOR

June 9, 2010

Mr. James W. White, Executive Director  
Tennessee General Assembly  
Fiscal Review Committee  
8<sup>th</sup> Floor, Rachel Jackson Building  
Nashville, TN 37243

Subject: Amendment Two  
FleetCor Technologies Operating Co. LLC  
FA-06-16487

Dear Mr. White:

The referenced contract is for fuel products and automotive goods and services for state vehicles. This amendment will provide an extension to the contract. The Department of General Services has issued an RFP for a universal fuel card. The proposals are scheduled to open mid July and the anticipated contract start date is August 1, 2010. This amendment will ensure that fuel and automotive services are available until a new contractor is selected. A new contractor should be able to start providing the services statewide within 60 days after award of the contract.

This packet contains the following materials as required by your office:

1. Amendment Two which will extend the term for 15 weeks and reduce the maximum liability to \$125,000,000.00. The contract summary sheet for this amendment
2. Amendment One and its contract summary sheet
3. The original contract and contract summary sheet
4. The request for a non-competitive amendment
5. The rule exception request to extend the contract beyond current term
6. Supplemental documentation

Please advise if you have any questions or comments.

Sincerely,

Gerald F. Nicely  
Commissioner

**RECEIVED**

JUN 18 2010

**FISCAL REVIEW**



**STATE OF TENNESSEE, DEPARTMENT OF TRANSPORTATION**

**OFFICE OF CONTRACT SERVICES – LEGAL DIVISION  
505 DEADERICK STREET  
SUITE 300, JAMES K. POLK BUILDING  
NASHVILLE, TENNESSEE 37243-0332**

TELEPHONE 741-1645

FAX 532-5988

**MEMORANDUM**

TO: Leni Chick  
Adam Lister  
Melinda Parton

FROM: Brenda Waldron, TDOT  
Lance Goad, TDOT

SUBJECT: Extension of FleetCor Technologies Contract  
FA-06-16487 – Fuel Contract

DATE: June 14, 2010

We have changed several documents within the packet submitted to Fiscal Review; therefore, I have put together a complete new packet for you so you will not have to delete and insert pages.

Documents have been changed to reduce the maximum liability by approximately \$20 million. The changed documents are:

Commissioner's Cover Letter  
Contract Amendment Request  
Contract Amendment Contract Summary Sheet and Amendment  
Supplemental Documentation

A copy of the current letter of credit is also included in this packet, behind the original contract.

Finally, here are the answers to questions submitted by Adam Lister.

- What is the source of funds for this contract? Do any funds from this contract come from the budget?

Each department pays for its own fuel purchases, so funding sources vary. Within TDOT, state funds are used to pay for the initial purchase of fuel. That cost gets distributed to projects and administrative accounts through equipment operating rates.

- It appears there is a significant amount remaining in the maximum liability, is that correct?

Yes. Based on current fuel prices, we expect there will be a significant amount left over at the end of the contract. Therefore, this amendment will extend the contract until December 31, 2010 as well as reduce the maximum liability by approximately \$20 million.

- In previous testimony before the committee, TDOT staff stated approximately \$1.9 million was spent each month on fuel. If the \$46,900,000 increase is approved for 15 weeks, it appears that more than \$3.12 million will be spent on fuel each week. Why such a dramatic increase?

We were not requesting an increase in the maximum liability for the extension. With this amendment, however, we will be reducing the current maximum liability by approximately \$20 million.

- According to EPA historical charts, fuel prices have remained relatively consistent between \$2.50 and \$3.00 during the past 12 months and predict prices to remain around \$2.93 during the summer of 2010 keeping within the range of prices since June of 2009. If this is true, how will the increased maximum liability be used?

See answer above.

- Did this contract require OIR approval? I did not see any such approval but just wanted to make sure.

We are uncertain OIR approval was required when the original RFP was released to F & A, Office of Contract Review, as we have been unable to find an OIR endorsement in the RFP file.

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- How much of the extended maximum liability, as a result of amendment one, still remains in the contract?

Including Amendment One, the maximum contract liability is \$145.1 million. From September 2005 through April 2010, \$101.3 million has been expended; therefore, the unexpended balance remaining is \$43.8 million. Due to a reduction in fuel prices since Amendment One, Amendment Two proposes to lower this amount by \$20.1 million.

If you have additional questions or comments, please do not hesitate to contact me at 741-1645 or Lance at 253-4275.

cc: Randy Lovett  
Neal Ham

**NON-COMPETITIVE AMENDMENT REQUEST:**

APPROVED

Commissioner of Finance &amp; Administration

1) RFS #	40100-00211	
2) Procuring Agency :	Tennessee Department of Transportation	
<b>EXISTING CONTRACT INFORMATION</b>		
3) Service Caption :	Fuel Products	
4) Contractor :	FleetCor Technologies Operating Co., LLC	
5) Contract #	FA-06-16487	
6) Contract Start Date :	9/12/05	
7) CURRENT Contract End Date : (if ALL options to extend the contract are exercised)	9/12/10	
8) CURRENT Maximum Cost : (if ALL options to extend the contract are exercised)	\$145,066,060.65	
<b>PROPOSED AMENDMENT INFORMATION</b>		
9) Amendment #	Two	
10) Amendment Effective Date : (attached explanation required if < 60 days after F&A receipt)	8/15/10	
11) PROPOSED Contract End Date : (if ALL options to extend the contract are exercised)	12/31/10	
12) PROPOSED Maximum Cost : (if ALL options to extend the contract are exercised)	\$125,000,000.00	
13) Approval Criteria : (select one)	<input checked="" type="checkbox"/>	use of Non-Competitive Negotiation is in the best interest of the state
	<input type="checkbox"/>	only one uniquely qualified service provider able to provide the service
14) Description of the Proposed Amendment Effects & Any Additional Service :		
Amendment will extend term for fifteen weeks and reduce the maximum liability to \$125,000,000.00.		
15) Explanation of Need for the Proposed Amendment :		
To ensure fuel services are available while the Department of General Services completes the RFP process to select a universal fuel card provider and to allow a prospective new contractor time to start-up the services.		
16) Name & Address of Contractor's Current Principal Owner(s) : (not required for a TN state education institution)		
FleetCor Technologies Operating Co., LLC, 1001 Highway 190E. Service Road, Covington, LA 70433		
17) Office for Information Resources Endorsement : (required for information technology service; n/a to THDA)		
Documentation is ... <input checked="" type="checkbox"/> Not Applicable to this Request <input type="checkbox"/> Attached to this Request		
18) eHealth Initiative Endorsement : (required for health-related professional, pharmaceutical, laboratory, or imaging service)		
Documentation is ... <input checked="" type="checkbox"/> Not Applicable to this Request <input type="checkbox"/> Attached to this Request		

19) Department of Human Resources Endorsement : (required for state employees training service)

Documentation is ...  Not Applicable to this Request  Attached to this Request

20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :

The Department of General Services has issued an RFP for fuel services. Proposals are due mid July and the anticipated contract start date is August 1. The Department of Transportation has worked closely with the Department of General Services in the issuance of the RFP.

21) Justification for the Proposed Non-Competitive Amendment :

It is in the best interest of the State to extend the current contract to ensure fuel products and services will be available until the new Contractor is in place.

**AGENCY HEAD SIGNATURE & DATE :**

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)

SIGNATURE & DATE



JUN 15 2010



# C O N T R A C T   A M E N D M E N T

<b>Agency Tracking #</b> 4 0 1 0 0 - 0 0 2 1 1	<b>Edison ID</b> 2 0 4 9	<b>Contract #</b> FA-06-16487	<b>Amendment #</b> Two
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<b>Contractor</b> FleetCor Technologies Operating Co., LLC	<b>Contractor Federal Employer Identification or Social Security #</b> <input type="checkbox"/> C- or <input type="checkbox"/> V- 721074903-00
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**Amendment Purpose/ Effects**  
Change contract end date

<b>Contract Begin Date</b> 9/12/05	<b>Contract End Date</b> 12/31/10	<b>Subrecipient or Vendor</b> <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor	<b>CFDA #(s)</b>
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FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2006	16,296,579.00				16,296,579.00
2007	20,693,390.00				20,693,390.00
2008	23,154,164.00				23,154,164.00
2009	22,712,890.00				22,712,890.00
2010	24,142,977.00				24,142,977.00
2011	18,000,000.00				18,000,000.00
<b>TOTAL:</b>	<b>125,000,000.00</b>				<b>125,000,000.00</b>

**American Recovery and Reinvestment Act (ARRA) Funding** –  YES  NO

<b>— COMPLETE FOR AMENDMENTS —</b>			<b>Agency Contact &amp; Telephone #</b> Audra Colvin – 615-741-2498	
<b>END DATE AMENDED?</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			<b>Agency Budget Officer Approval</b> (there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred)	
<b>FY</b>	<b>Base Contract &amp; Prior Amendments</b>	<b>THIS Amendment ONLY</b>		
2006	19,633,212.00	(3,336,633.00)		
2007	19,633,212.00	1,060,178.00		
2008	25,633,212.00	(2,479,048.00)		
2009	41,333,212.00	(18,620,322.00)		
2010	29,983,212.00	(5,840,235.00)		
2011	8,850,000.65	9,149,999.35		
<b>TOTAL:</b>	<b>145,066,060.65</b>	<b>(20,066,060.65)</b>	<b>Speed Code</b> TX00071184	<b>Account Code</b> 71100000

<b>— OCR USE —</b>	<b>Procurement Process Summary</b> (non-competitive, FA- or ED-type only) Originally procured through RFP process.
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**AMENDMENT TWO  
TO FA-06-16487**

This Contract Amendment is made and entered by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and FleetCor Technologies Operating Co., LLC, hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

- 1, The text of Contract Section B.1. Contract Term is deleted in its entirety and replaced with the following:

B.1. Contract Term. This Contract shall be effective for the period commencing on September 12, 2005 and ending on December 31, 2010. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

2. The text of Contract Section C.1. Maximum Liability is deleted in its entirety and replaced with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed One Hundred Twenty Five Million Dollars and No Cents (\$125,000,000.00). The payment rates in Section C.3. shall constitute the entire compensation due the Contractor for the service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

The revisions set forth herein shall be effective on the date of final approval by the appropriate State officials in accordance with applicable Tennessee State laws and regulations. All other terms and conditions not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF,**

**FLEETCOR TECHNOLOGIES OPERATING CO., LLC:**

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**CONTRACTOR SIGNATURE**

**DATE**

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**PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)**

**TENNESSEE DEPARTMENT OF TRANSPORTATION:**

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**GERALD F. NICELY, COMMISSIONER**

**DATE**

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**JOHN REINBOLD, GENERAL COUNSEL  
APPROVED AS TO FORM AND LEGALITY**

Supplemental Documentation Required for  
Fiscal Review Committee

*Contact Name:	Lance Goad or Brenda Waldron	*Contact Phone:	615-253-4275 615-741-1645		
*Original Contract Number:	FA-06-16487	*Original RFS Number:	430.00-002		
Edison Contract Number: <i>(if applicable)</i>	2049	Edison RFS Number: <i>(if applicable)</i>	40100-00211		
*Original Contract Begin Date:	9/12/05	*Current End Date:	9/12/10 – requesting extension to 12/31/10		
Current Request Amendment Number: <i>(if applicable)</i>	Two				
Proposed Amendment Effective Date: <i>(if applicable)</i>	8/15/10				
*Department Submitting:	Department of Transportation				
*Division:	Finance Division				
*Date Submitted:	6/09/10				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>	--				
*Contract Vendor Name:	FleetCor Technologies Operating Co., LLC				
*Current Maximum Liability:	\$145,066,060.65 (reducing to \$125,000,000.00)				
<b>*Current Contract Allocation by Fiscal Year:</b> <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>					
FY: 2006	FY: 2007	FY: 2008	FY: 2009	FY: 2010	FY: 2011
19,633,212	19,633,212	25,633,212	41,133,212	29,983,212	8,850,000.65
<b>*Current Total Expenditures by Fiscal Year of Contract:</b> <i>(attach backup documentation from STARS or FDAS report)</i>					
FY: 2006	FY: 2007	FY: 2008	FY: 2009	FY: 2010	FY: 2011
16,296,579	20,693,390	23,154,164	22,712,890	18,404,509	
<b>IF</b> Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			In the years that allocations exceeded expenditures, those surplus funds were rolled forward for use in later years.		
<b>IF</b> surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			Surplus funds were carried over because Finance and Administration allows this on contracts of this nature.		
<b>IF</b> Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:			Due to the rise in fuel prices that began shortly after starting the contract, expenditures began to eat away at yearly allocations. Money was rolled from future years to earlier years to pay for the shortfall. In January 2009, we amended the contract to increase the contract ceiling from \$98,166,060.65 to \$145,066,060.65 an increase of \$46,900,000.		

Supplemental Documentation Required for  
Fiscal Review Committee

*Contract Funding Source/Amount:	State:	100%	Federal:	
Interdepartmental:			Other:	
If "other" please define:				
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>			Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
1/9/09			Increased Maximum Liability	
Method of Original Award: <i>(if applicable)</i>			RFP	
*What were the projected costs of the service for the entire term of the contract prior to contract award?			\$100 million	

## Supplemental Documentation Required for Fiscal Review Committee

For all new non-competitive contracts and any contract amendment that changes Sections A or C.3. of the original or previously amended contract document, provide estimates based on information provided the Department by the vendor for determination of contract maximum liability. Add rows as necessary to provide all information requested.

If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made.

This is not applicable as we are not changing either Section A or C.3.

**Planned expenditures by fiscal year by deliverable. Add rows as necessary to indicate all estimated contract expenditures.**

Deliverable description:	FY:	FY:	FY:	FY:	FY:

**Proposed savings to be realized per fiscal year by entering into this contract. If amendment to an existing contract, please indicate the proposed savings to be realized by the amendment. Add rows as necessary to define all potential savings per deliverable.**

Deliverable description:	FY:	FY:	FY:	FY:	FY:

**Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials between contract deliverables.**

Proposed Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:

**Purchases on the Statewide Fuelman Contract by Cash Paying Agencies  
Not Part of Finance and Administration's System**

MONTH	FY 2005-06	FY 2006-07	FY 2007-08	FY 2008-09	FY 2009-10	TOTAL
JULY		\$221,813.55	\$222,082.12	\$353,930.00	\$195,948.66	\$993,774.33
AUGUST		\$241,755.60	\$227,030.58	\$318,715.04	\$217,660.15	\$1,005,161.37
SEPTEMBER	\$235,972.82	\$163,939.15	\$217,554.13	\$330,042.58	\$204,793.12	\$1,152,301.80
OCTOBER	\$201,593.08	\$175,709.34	\$255,310.57	\$252,470.23	\$221,136.74	\$1,106,219.96
NOVEMBER	\$155,012.95	\$160,730.66	\$243,153.63	\$132,119.13	\$203,428.45	\$894,444.82
DECEMBER	\$142,946.74	\$147,876.72	\$205,563.04	\$105,103.07	\$197,033.12	\$798,522.69
JANUARY	\$172,895.44	\$157,888.39	\$243,600.55	\$129,632.88	\$196,659.90	\$900,677.16
FEBRUARY	\$156,858.63	\$162,864.50	\$254,357.85	\$131,931.72	\$198,778.83	\$904,791.53
MARCH	\$163,931.88	\$213,862.69	\$280,157.69	\$152,193.88	\$269,248.35	\$1,079,394.49
APRIL	\$216,820.77	\$226,804.65	\$325,591.49	\$155,371.17	\$253,852.19	\$1,178,440.27
MAY	\$220,828.13	\$249,236.61	\$334,145.37	\$167,639.90		\$971,850.01
JUNE	\$222,955.09	\$226,837.46	\$349,738.28	\$228,551.31		\$1,028,082.14
	<u>\$1,889,815.53</u>	<u>\$2,349,319.32</u>	<u>\$3,158,285.30</u>	<u>\$2,457,700.91</u>	<u>\$2,158,539.51</u>	<u>\$12,013,660.57</u>

Cash paying	\$2,457,700.91	\$2,158,539.51
Edison	\$2,882,528.86	\$16,245,969.72
STARS	\$17,372,660.40	\$0.00
	<u>\$22,712,890.17</u>	<u>\$18,404,509.23</u>

Current Total Expenditures by Fiscal Year:

FY 2006	FY 2007	FY 2008	FY 2009	FY 2010	TOTAL
<u>\$16,296,579.00</u>	<u>\$20,693,390.00</u>	<u>\$23,154,164.00</u>	<u>\$22,712,890.17</u>	<u>\$18,404,509.23</u>	<u>\$101,261,532.40</u>

# Vendor Payment Details Annual

FY09      STARS

Report Filter:  
 ({Vendor Number} (Code) = "V721074903") And ({Effective Year} = 2009)

View Filter:  
 {Vendor Disbursements} <> 0

Page by:  
 Vendor Number: V721074903  
 IRS Name: FLEETCOR TECHNOLOGIES  
 Effective Year: 2009

Vendor Suffix	Vendor Name	Warrant Number	Vendor Invoice	Voucher	Allotment Code	Allotment Title	Process Date	Reference Document Reference Number	Reference Document Reference Suffix	Metrics	Vendor Disbursements
02	FLEETCOR TECHNOLOGIES	5291750	NP12928970	01839	316.08	TRICOR	7/2/2008				3,278.25
02	FLEETCOR TECHNOLOGIES	5308805	NP13015338	01978	316.08	TRICOR	7/10/2008				1,695.30
02	FLEETCOR TECHNOLOGIES	5322912	NP13106477	01978	316.08	TRICOR	7/17/2008				3,544.55
02	FLEETCOR TECHNOLOGIES	5336288	NP13200652	01996	316.08	TRICOR	7/24/2008				1,870.95
02	FLEETCOR TECHNOLOGIES	5353060	NP13328991	00015	316.08	TRICOR	7/31/2008				2,086.19
02	FLEETCOR TECHNOLOGIES	5365650	NP13413421	00015	316.08	TRICOR	8/7/2008				3,444.40
02	FLEETCOR TECHNOLOGIES	5381915	NP13506435	00154	316.08	TRICOR	8/14/2008				3,144.38
02	FLEETCOR TECHNOLOGIES	5394622	NP13712775	00154	316.08	TRICOR	8/21/2008				1,656.55
02	FLEETCOR TECHNOLOGIES	5406714	NP13814371	00154	316.08	TRICOR	8/27/2008				1,961.66
02	FLEETCOR TECHNOLOGIES	5441912	NP13899693	00321	316.08	TRICOR	9/12/2008				1,222.67
02	FLEETCOR TECHNOLOGIES	5441912	NP13986289	00321	316.08	TRICOR	9/12/2008				937.01
02	FLEETCOR TECHNOLOGIES	5450194	NP14152478	00321	316.08	TRICOR	9/18/2008				355.30
02	FLEETCOR TECHNOLOGIES	5466438	NP14215922	00321	316.08	TRICOR	9/25/2008				737.39
02	FLEETCOR TECHNOLOGIES	5483088	NP14347513	00416	316.08	TRICOR	10/2/2008				1,013.00
02	FLEETCOR TECHNOLOGIES	5493766	NP14429810	00494	316.08	TRICOR	10/8/2008				1,249.98

02	FLEETCOR TECHNOLOGIES	5512619	NP1452020 2	00604	316.08	TRICOR	10/16/2008		1,071.02
02	FLEETCOR TECHNOLOGIES	5524444	NP1462313 9	00604	316.08	TRICOR	10/23/2008		914.26
02	FLEETCOR TECHNOLOGIES	5540570	NP1474451 5	00648	316.08	TRICOR	10/30/2008		2,099.59
02	FLEETCOR TECHNOLOGIES	5552802	NP1482934 1	00687	316.08	TRICOR	11/5/2008		712.90
02	FLEETCOR TECHNOLOGIES	5568645	NP1491867 6	00697	316.08	TRICOR	11/13/2008		499.06
02	FLEETCOR TECHNOLOGIES	5581283	NP1501668 0	00776	316.08	TRICOR	11/20/2008		1,021.22
02	FLEETCOR TECHNOLOGIES	5600363	NP1508205 6	00819	316.08	TRICOR	11/26/2008		1,763.60
02	FLEETCOR TECHNOLOGIES	5610356	NP1519778 4	00819	316.08	TRICOR	12/4/2008		1,200.41
02	FLEETCOR TECHNOLOGIES	5624402	NP1529131 8	00866	316.08	TRICOR	12/11/2008		607.55
02	FLEETCOR TECHNOLOGIES	5638207	NP1537824 5	00938	316.08	TRICOR	12/18/2008		1,059.40
02	FLEETCOR TECHNOLOGIES	5644224	NP1546643 4	00036	316.08	TRICOR	12/22/2008		488.46
02	FLEETCOR TECHNOLOGIES	5670301	NP1567886 3	00104	316.08	TRICOR	1/8/2009		126.29
02	FLEETCOR TECHNOLOGIES	5687145	NP1576732 4	00115	316.08	TRICOR	1/16/2009		201.64
02	FLEETCOR TECHNOLOGIES	5697081	NP1560074 8	00174	316.08	TRICOR	1/23/2009		495.97
02	FLEETCOR TECHNOLOGIES	5705333	NP1596934 7	00115	316.08	TRICOR	1/29/2009		200.27
02	FLEETCOR TECHNOLOGIES	5705333	NP1586475 3	00115	316.08	TRICOR	1/29/2009		(30.23)
02	FLEETCOR TECHNOLOGIES	5721329	NP1607327 4	00174	316.08	TRICOR	2/5/2009		133.81
02	FLEETCOR TECHNOLOGIES	5734147	NP1616467 7	00202	316.08	TRICOR	2/11/2009		250.69
02	FLEETCOR TECHNOLOGIES	5747504	NP1627289 7	00259	316.08	TRICOR	2/19/2009		150.28
02	FLEETCOR TECHNOLOGIES	5760884	NP1634476 7	00333	316.08	TRICOR	2/26/2009		590.57
02	FLEETCOR TECHNOLOGIES	5788714	NP1646306 5	00427	316.08	TRICOR	3/11/2009		224.52
02	FLEETCOR TECHNOLOGIES	5792834	NP1654605 0	00427	316.08	TRICOR	3/12/2009		386.36
02	FLEETCOR TECHNOLOGIES	5810344	NP1663012 1	00495	316.08	TRICOR	3/20/2009		137.40
02	FLEETCOR TECHNOLOGIES	5818359	NP1674235 4	00495	316.08	TRICOR	3/26/2009		352.55

02	FLEETCOR TECHNOLOGIES	5837943	NP1708890 0	00495	316.08	TRICOR	4/2/2009				130.15
02	FLEETCOR TECHNOLOGIES	5847337	NP1716984 0	00495	316.08	TRICOR	4/8/2009				307.01
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R789116	NP1424114 2	J00186	321.04	PROPERTY UTILIZATION	9/15/2008	FA061648 7	00		55.66
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R863683	NP1512753 3	J00201	321.04	PROPERTY UTILIZATION	11/14/2008	FA061648 7	00		9.47
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R751811	NP1334053 8	E00117	321.06	DIV OF MOTOR VEHICLE MGMT	8/14/2008	FA061648 7	00		1,515,167.19
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R751811	NP1281117 9	E00117	321.06	DIV OF MOTOR VEHICLE MGMT	8/14/2008	FA061648 7	00		1,418,526.32
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R796622	NP1334053 8	B00219	321.06	DIV OF MOTOR VEHICLE MGMT	9/22/2008	FA061648 7	00		1,488,636.67
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R805680	NP1424096 9	E00251	321.06	DIV OF MOTOR VEHICLE MGMT	9/29/2008	FA061648 7	00		1,400,727.51
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R861295	NP1475981 8	E00390	321.06	DIV OF MOTOR VEHICLE MGMT	11/13/2008	FA061648 7	00		1,384,261.93
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R881969	NP1512735 6	E00443	321.06	DIV OF MOTOR VEHICLE MGMT	12/1/2008	FA061648 7	00		991,976.85
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R905285	NP1549410 2	E00500	321.06	DIV OF MOTOR VEHICLE MGMT	12/17/2008	FA061648 7	00		553,830.93
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R736760	NP1334071 6	J00168	321.07	PROPERTY MANAGEMENT	8/4/2008	FA061648 7	00		606.61
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R736760	NP1334071 6	J00168	321.07	PROPERTY MANAGEMENT	8/4/2008	FA061648 7	00		39.75
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R736760	NP1334071 6	J00168	321.07	PROPERTY MANAGEMENT	8/4/2008	FA061648 7	00		117.24
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R758485	NP1383375 6	J00180	321.07	PROPERTY MANAGEMENT	8/20/2008	FA061648 7	00		42.69
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R758485	NP1383375 6	J00180	321.07	PROPERTY MANAGEMENT	8/20/2008	FA061648 7	00		714.86
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R789116	NP1424114 2	J00186	321.07	PROPERTY MANAGEMENT	9/15/2008	FA061648 7	00		342.76
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R789116	NP1424114 2	J00186	321.07	PROPERTY MANAGEMENT	9/15/2008	FA061648 7	00		55.80
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R789116	NP1424114 2	J00186	321.07	PROPERTY MANAGEMENT	9/15/2008	FA061648 7	00		37.35
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	5507865	NP1475999 3	J00194	321.07	PROPERTY MANAGEMENT	10/14/2008	FA061648 7	00		250.79
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	5507865	NP1475999 3	J00194	321.07	PROPERTY MANAGEMENT	10/14/2008	FA061648 7	00		32.96
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	5507865	NP1475999 3	J00194	321.07	PROPERTY MANAGEMENT	10/14/2008	FA061648 7	00		66.95
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R863683	NP1512753 3	J00201	321.07	PROPERTY MANAGEMENT	11/14/2008	FA061648 7	00		25.88
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R863683	NP1512753 3	J00201	321.07	PROPERTY MANAGEMENT	11/14/2008	FA061648 7	00		39.88

00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R896292	NP1549427 8	J00207	321.07	PROPERTY MANAGEMENT	12/11/2008	FA061648 7	00	19.45
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R896292	NP1549427 8	J00207	321.07	PROPERTY MANAGEMENT	12/11/2008	FA061648 7	00	36.87
09	FLEETCOR TECHNOLOGIES	5374673	NP1334058 1	022	323.00	VETERANS AFFAIRS	8/11/2008	FA061648 7	00	401.41
09	FLEETCOR TECHNOLOGIES	5374674	07/01-31/08	034	323.00	VETERANS AFFAIRS	8/11/2008	FA061648 7	00	372.67
09	FLEETCOR TECHNOLOGIES	5448159	NP1424101 0	044	323.00	VETERANS AFFAIRS	9/16/2008	FA061648 7	00	539.12
09	FLEETCOR TECHNOLOGIES	5512240	NP1475985 8	089	323.00	VETERANS AFFAIRS	10/15/2008	FA061648 7	00	637.81
09	FLEETCOR TECHNOLOGIES	5568082	BG150504	120	323.00	VETERANS AFFAIRS	11/12/2008	FA061648 7	00	274.05
09	FLEETCOR TECHNOLOGIES	5619919	BG150504	136	323.00	VETERANS AFFAIRS	12/9/2008	FA061648 7	00	127.39
09	FLEETCOR TECHNOLOGIES	5715739	12/01-31/08	164	323.00	VETERANS AFFAIRS	1/30/2009	FA061648 7	00	279.67
09	FLEETCOR TECHNOLOGIES	5730230	01/01-31/09	170	323.00	VETERANS AFFAIRS	2/9/2009	FA061648 7	00	94.91
09	FLEETCOR TECHNOLOGIES	5786373	NP1676132 4	192	323.00	VETERANS AFFAIRS	3/9/2009	FA061648 7	00	241.73
09	FLEETCOR TECHNOLOGIES	R721958	BG151882	93947	325.10	FORESTRY	7/17/2008	FA061648 7	00	96.18
09	FLEETCOR TECHNOLOGIES	R721958	BG151882	93947	325.10	FORESTRY	7/17/2008	FA061648 7	00	159.76
09	FLEETCOR TECHNOLOGIES	R721958	BG151882	93947	325.10	FORESTRY	7/17/2008	FA061648 7	00	825.27
09	FLEETCOR TECHNOLOGIES	R721958	BG151882	93947	325.10	FORESTRY	7/17/2008	FA061648 7	00	107.38
09	FLEETCOR TECHNOLOGIES	R721958	BG151882	93947	325.10	FORESTRY	7/17/2008	FA061648 7	00	344.68
09	FLEETCOR TECHNOLOGIES	R721958	BG151882	93947	325.10	FORESTRY	7/17/2008	FA061648 7	00	189.42
09	FLEETCOR TECHNOLOGIES	R721958	BG151882	93947	325.10	FORESTRY	7/17/2008	FA061648 7	00	80.77
09	FLEETCOR TECHNOLOGIES	R721958	BG151882	93947	325.10	FORESTRY	7/17/2008	FA061648 7	00	333.39
09	FLEETCOR TECHNOLOGIES	R753439	NP1383366 5	90303	325.10	FORESTRY	8/15/2008	FA061648 7	00	308.56
09	FLEETCOR TECHNOLOGIES	R753439	NP1383366 5	90303	325.10	FORESTRY	8/15/2008	FA061648 7	00	367.90
09	FLEETCOR TECHNOLOGIES	R753439	NP1383366 5	90303	325.10	FORESTRY	8/15/2008	FA061648 7	00	626.06
09	FLEETCOR TECHNOLOGIES	R753439	NP1383366 5	90303	325.10	FORESTRY	8/15/2008	FA061648 7	00	237.64
09	FLEETCOR TECHNOLOGIES	R753439	NP1383366 5	90303	325.10	FORESTRY	8/15/2008	FA061648 7	00	241.30

09	FLEETCOR TECHNOLOGIES	R753439	NP1383366 5	90303	325.10	FORESTRY	8/15/2008	FA061648 7	00	42.08
09	FLEETCOR TECHNOLOGIES	R753439	NP1383366 5	90303	325.10	FORESTRY	8/15/2008	FA061648 7	00	611.91
09	FLEETCOR TECHNOLOGIES	R795389	NP1424105 3	90645	325.10	FORESTRY	9/19/2008	FA061648 7	00	258.17
09	FLEETCOR TECHNOLOGIES	R795389	NP1424105 3	90645	325.10	FORESTRY	9/19/2008	FA061648 7	00	116.09
09	FLEETCOR TECHNOLOGIES	R795389	NP1424105 3	90645	325.10	FORESTRY	9/19/2008	FA061648 7	00	597.11
09	FLEETCOR TECHNOLOGIES	R795389	NP1424105 3	90645	325.10	FORESTRY	9/19/2008	FA061648 7	00	48.81
09	FLEETCOR TECHNOLOGIES	R795389	NP1424105 3	90645	325.10	FORESTRY	9/19/2008	FA061648 7	00	251.65
09	FLEETCOR TECHNOLOGIES	R795389	NP1424105 3	90645	325.10	FORESTRY	9/19/2008	FA061648 7	00	109.69
09	FLEETCOR TECHNOLOGIES	R795389	NP1424105 3	90645	325.10	FORESTRY	9/19/2008	FA061648 7	00	91.62
09	FLEETCOR TECHNOLOGIES	R795389	NP1424105 3	90645	325.10	FORESTRY	9/19/2008	FA061648 7	00	67.78
09	FLEETCOR TECHNOLOGIES	R831222	BG151882	90850	325.10	FORESTRY	10/17/2008	FA061648 7	00	395.74
09	FLEETCOR TECHNOLOGIES	R831222	BG151882	90850	325.10	FORESTRY	10/17/2008	FA061648 7	00	249.09
09	FLEETCOR TECHNOLOGIES	R831222	BG151882	90850	325.10	FORESTRY	10/17/2008	FA061648 7	00	681.55
09	FLEETCOR TECHNOLOGIES	R831222	BG151882	90850	325.10	FORESTRY	10/17/2008	FA061648 7	00	245.96
09	FLEETCOR TECHNOLOGIES	R831222	BG151882	90850	325.10	FORESTRY	10/17/2008	FA061648 7	00	347.98
09	FLEETCOR TECHNOLOGIES	R831222	BG151882	90850	325.10	FORESTRY	10/17/2008	FA061648 7	00	145.83
09	FLEETCOR TECHNOLOGIES	R831222	BG151882	90850	325.10	FORESTRY	10/17/2008	FA061648 7	00	60.93
09	FLEETCOR TECHNOLOGIES	R831222	BG151882	90850	325.10	FORESTRY	10/17/2008	FA061648 7	00	576.70
09	FLEETCOR TECHNOLOGIES	R831222	BG151882	90850	325.10	FORESTRY	10/17/2008	FA061648 7	00	14.88
09	FLEETCOR TECHNOLOGIES	R879025	NP1512744 2	91081	325.10	FORESTRY	11/25/2008	FA061648 7	00	158.53
09	FLEETCOR TECHNOLOGIES	R879025	NP1512744 2	91081	325.10	FORESTRY	11/25/2008	FA061648 7	00	306.14
09	FLEETCOR TECHNOLOGIES	R879025	NP1512744 2	91081	325.10	FORESTRY	11/25/2008	FA061648 7	00	639.48
09	FLEETCOR TECHNOLOGIES	R879025	NP1512744 2	91081	325.10	FORESTRY	11/25/2008	FA061648 7	00	502.94
09	FLEETCOR TECHNOLOGIES	R879025	NP1512744 2	91081	325.10	FORESTRY	11/25/2008	FA061648 7	00	110.79

09	FLEETCOR TECHNOLOGIES	R879025	NP1512744 2	91081	325.10	FORESTRY	11/25/2008	FA061648 7	00	63.97
09	FLEETCOR TECHNOLOGIES	R879025	NP1512744 2	91081	325.10	FORESTRY	11/25/2008	FA061648 7	00	51.66
09	FLEETCOR TECHNOLOGIES	R879025	NP1512744 2	91081	325.10	FORESTRY	11/25/2008	FA061648 7	00	65.74
09	FLEETCOR TECHNOLOGIES	R879025	NP1512744 2	91081	325.10	FORESTRY	11/25/2008	FA061648 7	00	31.64
09	FLEETCOR TECHNOLOGIES	R898296	NP1549418 7	91253	325.10	FORESTRY	12/12/2008	FA061648 7	00	98.22
09	FLEETCOR TECHNOLOGIES	R898296	NP1549418 7	91253	325.10	FORESTRY	12/12/2008	FA061648 7	00	105.29
09	FLEETCOR TECHNOLOGIES	R898296	NP1549418 7	91253	325.10	FORESTRY	12/12/2008	FA061648 7	00	218.19
09	FLEETCOR TECHNOLOGIES	R898296	NP1549418 7	91253	325.10	FORESTRY	12/12/2008	FA061648 7	00	15.68
09	FLEETCOR TECHNOLOGIES	R898296	NP1549418 7	91253	325.10	FORESTRY	12/12/2008	FA061648 7	00	65.45
09	FLEETCOR TECHNOLOGIES	R898296	NP1549418 7	91253	325.10	FORESTRY	12/12/2008	FA061648 7	00	73.00
09	FLEETCOR TECHNOLOGIES	R898296	NP1549418 7	91253	325.10	FORESTRY	12/12/2008	FA061648 7	00	15.21
09	FLEETCOR TECHNOLOGIES	R898296	NP1549418 7	91253	325.10	FORESTRY	12/12/2008	FA061648 7	00	184.43
09	FLEETCOR TECHNOLOGIES	R898296	NP1549418 7	91253	325.10	FORESTRY	12/12/2008	FA061648 7	00	50.10
09	FLEETCOR TECHNOLOGIES	R938121	NP1599913 3	91440	325.10	FORESTRY	1/16/2009	FA061648 7	00	62.90
09	FLEETCOR TECHNOLOGIES	R938121	NP1599913 3	91440	325.10	FORESTRY	1/16/2009	FA061648 7	00	12.06
09	FLEETCOR TECHNOLOGIES	R938121	NP1599913 3	91440	325.10	FORESTRY	1/16/2009	FA061648 7	00	44.98
09	FLEETCOR TECHNOLOGIES	R938121	NP1599913 3	91440	325.10	FORESTRY	1/16/2009	FA061648 7	00	4.81
09	FLEETCOR TECHNOLOGIES	R938121	NP1599913 3	91440	325.10	FORESTRY	1/16/2009	FA061648 7	00	221.14
09	FLEETCOR TECHNOLOGIES	R938121	NP1599913 3	91440	325.10	FORESTRY	1/16/2009	FA061648 7	00	40.20
09	FLEETCOR TECHNOLOGIES	R967651	NP1636415 3	91654	325.10	FORESTRY	2/18/2009	FA061648 7	00	94.83
09	FLEETCOR TECHNOLOGIES	R967651	NP1636415 3	91654	325.10	FORESTRY	2/18/2009	FA061648 7	00	17.60
09	FLEETCOR TECHNOLOGIES	R967651	NP1636415 3	91654	325.10	FORESTRY	2/18/2009	FA061648 7	00	0.75
09	FLEETCOR TECHNOLOGIES	R967651	NP1636415 3	91654	325.10	FORESTRY	2/18/2009	FA061648 7	00	66.30
09	FLEETCOR TECHNOLOGIES	R967651	NP1636415 3	91654	325.10	FORESTRY	2/18/2009	FA061648 7	00	80.00

09	FLEETCOR TECHNOLOGIES	R967651	NP1636415 3	91654	325.10	FORESTRY	2/18/2009	FA061648 7	00	8.21
09	FLEETCOR TECHNOLOGIES	R967651	NP1636415 3	91654	325.10	FORESTRY	2/18/2009	FA061648 7	00	44.59
09	FLEETCOR TECHNOLOGIES	R991490	NP1676137 0	91854	325.10	FORESTRY	3/12/2009	FA061648 7	00	25.44
09	FLEETCOR TECHNOLOGIES	R991490	NP1676137 0	91854	325.10	FORESTRY	3/12/2009	FA061648 7	00	26.43
09	FLEETCOR TECHNOLOGIES	R991490	NP1676137 0	91854	325.10	FORESTRY	3/12/2009	FA061648 7	00	222.37
09	FLEETCOR TECHNOLOGIES	R991490	NP1676137 0	91854	325.10	FORESTRY	3/12/2009	FA061648 7	00	117.83
09	FLEETCOR TECHNOLOGIES	R991490	NP1676137 0	91854	325.10	FORESTRY	3/12/2009	FA061648 7	00	47.57
09	FLEETCOR TECHNOLOGIES	R991490	NP1676137 0	91854	325.10	FORESTRY	3/12/2009	FA061648 7	00	14.22
09	FLEETCOR TECHNOLOGIES	R721958	BG192050	012	326.03	WELCOME CENTERS PROGRAM	7/17/2008	FA061648 7	00	522.97
09	FLEETCOR TECHNOLOGIES	R721958	BG192050	012	326.03	WELCOME CENTERS PROGRAM	7/17/2008			181.34
09	FLEETCOR TECHNOLOGIES	R791973	BG192050	198	326.03	WELCOME CENTERS PROGRAM	9/17/2008	FA061648 7	00	1,413.58
09	FLEETCOR TECHNOLOGIES	R833391	BG192050	323	326.03	WELCOME CENTERS PROGRAM	10/21/2008	FA061648 7	00	822.30
09	FLEETCOR TECHNOLOGIES	R866643	BG192050	399	326.03	WELCOME CENTERS PROGRAM	11/18/2008	FA061648 7	00	426.98
09	FLEETCOR TECHNOLOGIES	R909075	BG192050	497	326.03	WELCOME CENTERS PROGRAM	12/19/2008	FA061648 7	00	143.13
09	FLEETCOR TECHNOLOGIES	R940520	BG192050	574	326.03	WELCOME CENTERS PROGRAM	1/21/2009	FA061648 7	00	58.29
09	FLEETCOR TECHNOLOGIES	R961983	BG192050	664	326.03	WELCOME CENTERS PROGRAM	2/11/2009	FA061648 7	00	136.92
09	FLEETCOR TECHNOLOGIES	R993822	BG192050	755	326.03	WELCOME CENTERS PROGRAM	3/16/2009	FA061648 7	00	27.20
09	FLEETCOR TECHNOLOGIES	R738839	NP1334062 6	07110210	327.12	TENNESSEE STATE PARKS	8/6/2008	FA061648 7	00	40.35
09	FLEETCOR TECHNOLOGIES	R738839	NP1334062 6	07110210	327.12	TENNESSEE STATE PARKS	8/6/2008	FA061648 7	00	17.76
09	FLEETCOR TECHNOLOGIES	R738839	NP1334062 6	07110210	327.12	TENNESSEE STATE PARKS	8/6/2008	FA061648 7	00	16.07
09	FLEETCOR TECHNOLOGIES	R738839	NP1334062 6	07110210	327.12	TENNESSEE STATE PARKS	8/6/2008	FA061648 7	00	220.33
09	FLEETCOR TECHNOLOGIES	R738839	NP1334062 6	07110210	327.12	TENNESSEE STATE PARKS	8/6/2008	FA061648 7	00	32.77
09	FLEETCOR TECHNOLOGIES	R777695	NP1383366 6	08280104	327.12	TENNESSEE STATE PARKS	9/9/2008	FA061648 7	00	37.11
09	FLEETCOR TECHNOLOGIES	R777695	NP1383366 6	08280104	327.12	TENNESSEE STATE PARKS	9/9/2008	FA061648 7	00	620.10

09	FLEETCOR TECHNOLOGIES	R777695	NP1383366 6	08280104	327.12	TENNESSEE STATE PARKS	9/9/2008	FA061648 7	00	84.89
09	FLEETCOR TECHNOLOGIES	R808271	NP1424105 4	09240410	327.12	TENNESSEE STATE PARKS	10/1/2008	FA061648 7	00	55.37
09	FLEETCOR TECHNOLOGIES	R808271	NP1424105 4	09240410	327.12	TENNESSEE STATE PARKS	10/1/2008	FA061648 7	00	32.25
09	FLEETCOR TECHNOLOGIES	R808271	NP1424105 4	09240410	327.12	TENNESSEE STATE PARKS	10/1/2008	FA061648 7	00	18.36
09	FLEETCOR TECHNOLOGIES	R808271	NP1424105 4	09240410	327.12	TENNESSEE STATE PARKS	10/1/2008	FA061648 7	00	257.60
09	FLEETCOR TECHNOLOGIES	R808271	NP1424105 4	09240410	327.12	TENNESSEE STATE PARKS	10/1/2008	FA061648 7	00	122.02
09	FLEETCOR TECHNOLOGIES	R838078	NP1475990 3	10200410	327.12	TENNESSEE STATE PARKS	10/24/2008	FA061648 7	00	8.78
09	FLEETCOR TECHNOLOGIES	R838078	NP1475990 3	10200410	327.12	TENNESSEE STATE PARKS	10/24/2008	FA061648 7	00	42.48
09	FLEETCOR TECHNOLOGIES	R838078	NP1475990 3	10200410	327.12	TENNESSEE STATE PARKS	10/24/2008	FA061648 7	00	29.90
09	FLEETCOR TECHNOLOGIES	R838078	NP1475990 3	10200410	327.12	TENNESSEE STATE PARKS	10/24/2008	FA061648 7	00	16.04
09	FLEETCOR TECHNOLOGIES	R838078	NP1475990 3	10200410	327.12	TENNESSEE STATE PARKS	10/24/2008	FA061648 7	00	340.76
09	FLEETCOR TECHNOLOGIES	R838078	NP1475990 3	10200410	327.12	TENNESSEE STATE PARKS	10/24/2008	FA061648 7	00	32.90
09	FLEETCOR TECHNOLOGIES	R872526	NP1512744 3	11170408	327.12	TENNESSEE STATE PARKS	11/21/2008	FA061648 7	00	56.32
09	FLEETCOR TECHNOLOGIES	R872526	NP1512744 3	11170408	327.12	TENNESSEE STATE PARKS	11/21/2008	FA061648 7	00	7.41
09	FLEETCOR TECHNOLOGIES	R872526	NP1512744 3	11170408	327.12	TENNESSEE STATE PARKS	11/21/2008	FA061648 7	00	29.16
09	FLEETCOR TECHNOLOGIES	R872526	NP1512744 3	11170408	327.12	TENNESSEE STATE PARKS	11/21/2008	FA061648 7	00	125.84
09	FLEETCOR TECHNOLOGIES	R872526	NP1512744 3	11170408	327.12	TENNESSEE STATE PARKS	11/21/2008	FA061648 7	00	50.05
09	FLEETCOR TECHNOLOGIES	R896293	NP1549418 8	12050212	327.12	TENNESSEE STATE PARKS	12/11/2008	FA061648 7	00	5.76
09	FLEETCOR TECHNOLOGIES	R896293	NP1549418 8	12050212	327.12	TENNESSEE STATE PARKS	12/11/2008	FA061648 7	00	15.11
09	FLEETCOR TECHNOLOGIES	R896293	NP1549418 8	12050212	327.12	TENNESSEE STATE PARKS	12/11/2008	FA061648 7	00	9.15
09	FLEETCOR TECHNOLOGIES	R896293	NP1549418 8	12050212	327.12	TENNESSEE STATE PARKS	12/11/2008	FA061648 7	00	38.94
09	FLEETCOR TECHNOLOGIES	R927758	NP1599913 4	01070309	327.12	TENNESSEE STATE PARKS	1/12/2009	FA061648 7	00	18.68
09	FLEETCOR TECHNOLOGIES	R927758	NP1599913 4	01070309	327.12	TENNESSEE STATE PARKS	1/12/2009	FA061648 7	00	44.48
09	FLEETCOR TECHNOLOGIES	R963379	NP1636415 4	02050511	327.12	TENNESSEE STATE PARKS	2/12/2009	FA061648 7	00	36.76

09	FLEETCOR TECHNOLOGIES	R963379	NP1636415 4	02050511	327.12	TENNESSEE STATE PARKS	2/12/2009	FA061648 7	00	24.10
09	FLEETCOR TECHNOLOGIES	R991490	NP1676137 1	03030208	327.12	TENNESSEE STATE PARKS	3/12/2009	FA061648 7	00	8.77
09	FLEETCOR TECHNOLOGIES	R991490	NP1676137 1	03030208	327.12	TENNESSEE STATE PARKS	3/12/2009	FA061648 7	00	3.60
09	FLEETCOR TECHNOLOGIES	R991490	NP1676137 1	03030208	327.12	TENNESSEE STATE PARKS	3/12/2009	FA061648 7	01	9.61
09	FLEETCOR TECHNOLOGIES	R991490	NP1676137 1	03030208	327.12	TENNESSEE STATE PARKS	3/12/2009	FA061648 7	01	17.95
09	FLEETCOR TECHNOLOGIES	R991490	NP1676137 1	03030208	327.12	TENNESSEE STATE PARKS	3/12/2009	FA061648 7	01	42.80
09	FLEETCOR TECHNOLOGIES	S032423	NP1752311 4	04210504	327.12	TENNESSEE STATE PARKS	4/28/2009	FA061648 7	01	45.16
09	FLEETCOR TECHNOLOGIES	S032423	NP1752311 4	04210504	327.12	TENNESSEE STATE PARKS	4/28/2009	FA061648 7	01	3.29
09	FLEETCOR TECHNOLOGIES	S032423	NP1752311 4	04210504	327.12	TENNESSEE STATE PARKS	4/28/2009	FA061648 7	01	24.08
09	FLEETCOR TECHNOLOGIES	S032423	NP1752311 4	04210504	327.12	TENNESSEE STATE PARKS	4/28/2009	FA061648 7	01	115.13
09	FLEETCOR TECHNOLOGIES	S032423	NP1752311 4	04210504	327.12	TENNESSEE STATE PARKS	4/28/2009	FA061648 7	01	12.08
09	FLEETCOR TECHNOLOGIES	S064405	NP1811991 0	06020407	327.12	TENNESSEE STATE PARKS	6/8/2009	FA061648 7	01	6.84
09	FLEETCOR TECHNOLOGIES	S064405	NP1811991 0	06020407	327.12	TENNESSEE STATE PARKS	6/8/2009	FA061648 7	01	1.58
09	FLEETCOR TECHNOLOGIES	S064405	NP1811991 0	06020407	327.12	TENNESSEE STATE PARKS	6/8/2009	FA061648 7	01	31.05
09	FLEETCOR TECHNOLOGIES	S064405	NP1811991 0	06020407	327.12	TENNESSEE STATE PARKS	6/8/2009	FA061648 7	01	122.31
09	FLEETCOR TECHNOLOGIES	S069661	NP1852895 7	06050302	327.12	TENNESSEE STATE PARKS	6/11/2009	FA061648 7	01	8.80
09	FLEETCOR TECHNOLOGIES	S069661	NP1852895 7	06050302	327.12	TENNESSEE STATE PARKS	6/11/2009	FA061648 7	01	9.52
09	FLEETCOR TECHNOLOGIES	S069661	NP1852895 7	06050302	327.12	TENNESSEE STATE PARKS	6/11/2009	FA061648 7	01	178.63
09	FLEETCOR TECHNOLOGIES	S069661	NP1852895 7	06050302	327.12	TENNESSEE STATE PARKS	6/11/2009	FA061648 7	01	33.54
09	FLEETCOR TECHNOLOGIES	R738839	NP1334062 6	07110210	327.26	WEST TENNESSEE RIVERS AUTHORITY	8/6/2008	FA061648 7	00	8,012.59
09	FLEETCOR TECHNOLOGIES	R777695	NP1383366 6	08280104	327.26	WEST TENNESSEE RIVERS AUTHORITY	9/9/2008	FA061648 7	00	6,753.98
09	FLEETCOR TECHNOLOGIES	R808271	NP1424105 4	09240410	327.26	WEST TENNESSEE RIVERS AUTHORITY	10/1/2008	FA061648 7	00	10,179.33
09	FLEETCOR TECHNOLOGIES	R838078	NP1475990 3	10200410	327.26	WEST TENNESSEE RIVERS AUTHORITY	10/24/2008	FA061648 7	00	5,409.52
09	FLEETCOR TECHNOLOGIES	R872526	NP1512744 3	11170408	327.26	WEST TENNESSEE RIVERS AUTHORITY	11/21/2008	FA061648 7	00	3,525.05

09	FLEETCOR TECHNOLOGIES	R896293	NP1549418 8	12050212	327.26	WEST TENNESSEE RIVERS AUTHORITY	12/11/2008	FA061648 7	00	848.47
09	FLEETCOR TECHNOLOGIES	R927758	NP1599913 4	01070309	327.26	WEST TENNESSEE RIVERS AUTHORITY	1/12/2009	FA061648 7	00	769.99
09	FLEETCOR TECHNOLOGIES	R963379	NP1636415 4	02050511	327.26	WEST TENNESSEE RIVERS AUTHORITY	2/12/2009	FA061648 7	00	182.21
09	FLEETCOR TECHNOLOGIES	R991490	NP1676137 1	03030208	327.26	WEST TENNESSEE RIVERS AUTHORITY	3/12/2009	FA061648 7	00	571.16
09	FLEETCOR TECHNOLOGIES	S032423	NP1752311 4	04210504	327.26	WEST TENNESSEE RIVERS AUTHORITY	4/28/2009	FA061648 7	00	472.54
09	FLEETCOR TECHNOLOGIES	S064405	NP1811991 0	06020407	327.26	WEST TENNESSEE RIVERS AUTHORITY	6/8/2009	FA061648 7	00	784.83
09	FLEETCOR TECHNOLOGIES	S069661	NP1852895 7	06050302	327.26	WEST TENNESSEE RIVERS AUTHORITY	6/11/2009	FA061648 7	00	584.45
09	FLEETCOR TECHNOLOGIES	R991490	NP1676137 1	03030208	327.30	ENVIRONMENT ADMINISTRATION	3/12/2009	FA061648 7	00	10.31
09	FLEETCOR TECHNOLOGIES	S069661	NP1852895 7	06050302	327.30	ENVIRONMENT ADMINISTRATION	6/11/2009	FA061648 7	00	15.81
09	FLEETCOR TECHNOLOGIES	S069661	NP1852895 7	06050302	327.30	ENVIRONMENT ADMINISTRATION	6/11/2009	FA061648 7	00	7.03
09	FLEETCOR TECHNOLOGIES	R777695	NP1383366 6	08280104	327.34	WATER POLUTION CONTROL	9/9/2008	FA061648 7	00	26.78
09	FLEETCOR TECHNOLOGIES	R838078	NP1475990 3	10200410	327.34	WATER POLUTION CONTROL	10/24/2008	FA061648 7	00	28.27
09	FLEETCOR TECHNOLOGIES	R872526	NP1512744 3	11170408	327.34	WATER POLUTION CONTROL	11/21/2008	FA061648 7	00	8.49
09	FLEETCOR TECHNOLOGIES	S032423	NP1752311 4	04210504	327.34	WATER POLUTION CONTROL	4/28/2009	FA061648 7	00	5.61
09	FLEETCOR TECHNOLOGIES	S064405	NP1811991 0	06020407	327.34	WATER POLUTION CONTROL	6/8/2009	FA061648 7	00	3.24
09	FLEETCOR TECHNOLOGIES	R808271	NP1424105 4	09240410	327.35	SOLID WASTE MANAGEMENT	10/1/2008	FA061648 7	00	17.74
09	FLEETCOR TECHNOLOGIES	R738839	NP1334062 6	07110210	327.36	DOE OVERSIGHT	8/6/2008	FA061648 7	00	31.21
09	FLEETCOR TECHNOLOGIES	R777695	NP1383366 6	08280104	327.36	DOE OVERSIGHT	9/9/2008	FA061648 7	00	23.95
09	FLEETCOR TECHNOLOGIES	R838078	NP1475990 3	10200410	327.36	DOE OVERSIGHT	10/24/2008	FA061648 7	00	14.55
09	FLEETCOR TECHNOLOGIES	R872526	NP1512744 3	11170408	327.36	DOE OVERSIGHT	11/21/2008	FA061648 7	00	36.18
09	FLEETCOR TECHNOLOGIES	S064405	NP1811991 0	06020407	327.36	DOE OVERSIGHT	6/8/2009	FA061648 7	00	14.11
09	FLEETCOR TECHNOLOGIES	S069661	NP1852895 7	06050302	327.36	DOE OVERSIGHT	6/11/2009	FA061648 7	00	21.77
09	FLEETCOR TECHNOLOGIES	R724056	NP1281133 5	V0975	329.01	DIVISION OF ADMINISTRATION	7/18/2008	FA061648 7	00	273.26
09	FLEETCOR TECHNOLOGIES	R736761	NP1334069 1	V1017	329.01	DIVISION OF ADMINISTRATION	8/4/2008	FA061648 7	00	249.22

09	FLEETCOR TECHNOLOGIES	R793490	NP1383373 1	V0154	329.01	DIVISION OF ADMINISTRATION	9/18/2008	FA061648 7	00	266.08
09	FLEETCOR TECHNOLOGIES	R805681	NP1424111 7	V0155	329.01	DIVISION OF ADMINISTRATION	9/29/2008	FA061648 7	00	284.63
09	FLEETCOR TECHNOLOGIES	R861296	NP1475996 8	V0324	329.01	DIVISION OF ADMINISTRATION	11/13/2008	FA061648 7	00	230.69
09	FLEETCOR TECHNOLOGIES	R724056	NP1281133 5	V0975	329.11	BRUSHY MOUNTAIN PRISON COMPLEX	7/18/2008	FA061648 7	00	1,203.77
09	FLEETCOR TECHNOLOGIES	R736761	NP1334069 1	V1017	329.11	BRUSHY MOUNTAIN PRISON COMPLEX	8/4/2008	FA061648 7	00	1,341.52
09	FLEETCOR TECHNOLOGIES	R793490	NP1383373 1	V0154	329.11	BRUSHY MOUNTAIN PRISON COMPLEX	9/18/2008	FA061648 7	00	1,109.39
09	FLEETCOR TECHNOLOGIES	R805681	NP1424111 7	V0155	329.11	BRUSHY MOUNTAIN PRISON COMPLEX	9/29/2008	FA061648 7	00	1,310.56
09	FLEETCOR TECHNOLOGIES	R861296	NP1475996 8	V0324	329.11	BRUSHY MOUNTAIN PRISON COMPLEX	11/13/2008	FA061648 7	00	1,126.79
09	FLEETCOR TECHNOLOGIES	R881970	NP1512750 8	V0452	329.11	BRUSHY MOUNTAIN PRISON COMPLEX	12/1/2008	FA061648 7	00	629.19
09	FLEETCOR TECHNOLOGIES	R927758	NP1549425 3	V0618	329.11	BRUSHY MOUNTAIN PRISON COMPLEX	1/12/2009	FA061648 7	00	220.51
09	FLEETCOR TECHNOLOGIES	R927758	NP1599919 6	V0618	329.11	BRUSHY MOUNTAIN PRISON COMPLEX	1/12/2009	FA061648 7	00	81.11
09	FLEETCOR TECHNOLOGIES	R984044	NP1676143 3	V0937	329.11	BRUSHY MOUNTAIN PRISON COMPLEX	3/6/2009	FA061648 7	00	197.70
09	FLEETCOR TECHNOLOGIES	R724056	NP1281133 5	V0975	329.17	CHARLES B BASS CORRECTIONAL COMPLEX	7/18/2008	FA061648 7	00	848.54
09	FLEETCOR TECHNOLOGIES	R736761	NP1334069 1	V1017	329.17	CHARLES B BASS CORRECTIONAL COMPLEX	8/4/2008	FA061648 7	00	1,483.57
09	FLEETCOR TECHNOLOGIES	R793490	NP1383373 1	V0154	329.17	CHARLES B BASS CORRECTIONAL COMPLEX	9/18/2008	FA061648 7	00	874.56
09	FLEETCOR TECHNOLOGIES	R805681	NP1424111 7	V0155	329.17	CHARLES B BASS CORRECTIONAL COMPLEX	9/29/2008	FA061648 7	00	908.54
09	FLEETCOR TECHNOLOGIES	R861296	NP1475996 8	V0324	329.17	CHARLES B BASS CORRECTIONAL COMPLEX	11/13/2008	FA061648 7	00	800.08
09	FLEETCOR TECHNOLOGIES	R881970	NP1512750 8	V0452	329.17	CHARLES B BASS CORRECTIONAL COMPLEX	12/1/2008	FA061648 7	00	508.06
09	FLEETCOR TECHNOLOGIES	R927758	NP1549425 3	V0618	329.17	CHARLES B BASS CORRECTIONAL COMPLEX	1/12/2009	FA061648 7	00	276.06
09	FLEETCOR TECHNOLOGIES	R927758	NP1549425 3	V0618	329.17	CHARLES B BASS CORRECTIONAL COMPLEX	1/12/2009	FA061648 7	00	57.61
09	FLEETCOR TECHNOLOGIES	R974058	NP1636421 5	V0902	329.17	CHARLES B BASS CORRECTIONAL COMPLEX	2/25/2009	FA061648 7	00	191.28
09	FLEETCOR TECHNOLOGIES	R984044	NP1676143 3	V0937	329.17	CHARLES B BASS CORRECTIONAL COMPLEX	3/6/2009	FA061648 7	00	37.55
09	FLEETCOR TECHNOLOGIES	R724056	NP1281133 5	V0975	329.41	WEST TENNESSEE STATE PENITENTIARY	7/18/2008	FA061648 7	00	295.51
09	FLEETCOR TECHNOLOGIES	R724056	NP1281133 5	V0975	329.41	WEST TENNESSEE STATE PENITENTIARY	7/18/2008	FA061648 7	01	149.38

09	FLEETCOR TECHNOLOGIES	R736761	NP1334069 1	V1017	329.41	WEST TENNESSEE STATE PENITENTIARY	8/4/2008	FA061648 7	00	249.29
09	FLEETCOR TECHNOLOGIES	R793490	NP1383373 1	V0154	329.41	WEST TENNESSEE STATE PENITENTIARY	9/18/2008	FA061648 7	00	343.97
09	FLEETCOR TECHNOLOGIES	R805681	NP1424111 7	V0155	329.41	WEST TENNESSEE STATE PENITENTIARY	9/29/2008	FA061648 7	00	185.42
09	FLEETCOR TECHNOLOGIES	R861296	NP1475996 8	V0324	329.41	WEST TENNESSEE STATE PENITENTIARY	11/13/2008	FA061648 7	00	411.33
09	FLEETCOR TECHNOLOGIES	R881970	NP1512750 8	V0452	329.41	WEST TENNESSEE STATE PENITENTIARY	12/11/2008	FA061648 7	00	254.76
09	FLEETCOR TECHNOLOGIES	R984044	NP1676143 3	V0937	329.41	WEST TENNESSEE STATE PENITENTIARY	3/6/2009	FA061648 7	00	109.37
09	FLEETCOR TECHNOLOGIES	R703416	NP1294228 4	B1019	331.90	ALVIN C. YORK AGRICULTURAL INSTITUTE	7/7/2008			34.13
09	FLEETCOR TECHNOLOGIES	R724986	NP1311676 3	B1036	331.90	ALVIN C. YORK AGRICULTURAL INSTITUTE	7/21/2008			18.07
09	FLEETCOR TECHNOLOGIES	R770126	NP1383703 9	10065	331.90	ALVIN C. YORK AGRICULTURAL INSTITUTE	9/2/2008			29.63
09	FLEETCOR TECHNOLOGIES	R800983	NP1444847 8	20122	331.90	ALVIN C. YORK AGRICULTURAL INSTITUTE	9/25/2008			16.36
09	FLEETCOR TECHNOLOGIES	R826948	NP1463174 0	30142	331.90	ALVIN C. YORK AGRICULTURAL INSTITUTE	10/14/2008			23.46
09	FLEETCOR TECHNOLOGIES	R725955	BG633362	40005	341.04	TENNESSEE EMERGENCY MANAGEMENT AGENCY	7/22/2008			29.18
09	FLEETCOR TECHNOLOGIES	R787386	BG0633362	40119	341.04	TENNESSEE EMERGENCY MANAGEMENT AGENCY	9/12/2008			109.66
09	FLEETCOR TECHNOLOGIES	R829468	BG633362	40255	341.04	TENNESSEE EMERGENCY MANAGEMENT AGENCY	10/16/2008			131.95
09	FLEETCOR TECHNOLOGIES	R861296	BG633362	40369	341.04	TENNESSEE EMERGENCY MANAGEMENT AGENCY	11/13/2008			19.03
09	FLEETCOR TECHNOLOGIES	R721958	BG151989	2553	348.00	TENNESSEE BUREAU OF INVESTIGATION	7/17/2008			281.28
09	FLEETCOR TECHNOLOGIES	R721958	BG151989	2553	348.00	TENNESSEE BUREAU OF INVESTIGATION	7/17/2008			775.54
09	FLEETCOR TECHNOLOGIES	R751812	NP1383367 0	0166	348.00	TENNESSEE BUREAU OF INVESTIGATION	8/14/2008			235.27
09	FLEETCOR TECHNOLOGIES	R751812	NP1383367 0	0166	348.00	TENNESSEE BUREAU OF INVESTIGATION	8/14/2008			1,808.16
09	FLEETCOR TECHNOLOGIES	R791973	NP1424105 8	0339	348.00	TENNESSEE BUREAU OF INVESTIGATION	9/17/2008			194.15
09	FLEETCOR TECHNOLOGIES	R791973	NP1424105 8	0339	348.00	TENNESSEE BUREAU OF INVESTIGATION	9/17/2008			2,481.29
09	FLEETCOR TECHNOLOGIES	R834844	NP1475990 7	0037	348.00	TENNESSEE BUREAU OF INVESTIGATION	10/22/2008			258.02
09	FLEETCOR TECHNOLOGIES	R834844	NP1475990 7	0037	348.00	TENNESSEE BUREAU OF INVESTIGATION	10/22/2008			1,364.46
09	FLEETCOR TECHNOLOGIES	R858501	NP1512744 7	0701	348.00	TENNESSEE BUREAU OF INVESTIGATION	11/12/2008			193.22
09	FLEETCOR TECHNOLOGIES	R907031	NP1549419 2	0879	348.00	TENNESSEE BUREAU OF INVESTIGATION	12/18/2008			89.45

09	FLEETCOR TECHNOLOGIES	R936676	NP15999138	1019	348.00	TENNESSEE BUREAU OF INVESTIGATION	1/15/2009		145.80
09	FLEETCOR TECHNOLOGIES	R965333	153220	0878	348.00	TENNESSEE BUREAU OF INVESTIGATION	2/13/2009		182.24
09	FLEETCOR TECHNOLOGIES	R997679	NP16761375	1326	348.00	TENNESSEE BUREAU OF INVESTIGATION	3/19/2009		197.92
09	FLEETCOR TECHNOLOGIES	S016140	NP16762753	1424	348.00	TENNESSEE BUREAU OF INVESTIGATION	4/8/2009		54.15
09	FLEETCOR TECHNOLOGIES	R726926	NP13340732	CA4521	359.62	WOODLAND HILLS DEVELOPMENT CENTER	7/23/2008		26.44
09	FLEETCOR TECHNOLOGIES	R744807	NP13833772	CA0862	359.62	WOODLAND HILLS DEVELOPMENT CENTER	8/12/2008		31.07
09	FLEETCOR TECHNOLOGIES	R773953	NP14241158	SC1628	359.62	WOODLAND HILLS DEVELOPMENT CENTER	9/5/2008		50.83
09	FLEETCOR TECHNOLOGIES	R816737	NP14760009	SC2626	359.62	WOODLAND HILLS DEVELOPMENT CENTER	10/9/2008		29.51
09	FLEETCOR TECHNOLOGIES	R816737	NP14760009	SC2626	359.62	WOODLAND HILLS DEVELOPMENT CENTER	10/9/2008		22.61
09	FLEETCOR TECHNOLOGIES	R888461	NP15494292	SC5496	359.62	WOODLAND HILLS DEVELOPMENT CENTER	12/5/2008		15.84
09	FLEETCOR TECHNOLOGIES	R924802	NP15999231	SC6418	359.62	WOODLAND HILLS DEVELOPMENT CENTER	1/8/2009		10.81
09	FLEETCOR TECHNOLOGIES	R955379	NP16364250	SC7179	359.62	WOODLAND HILLS DEVELOPMENT CENTER	2/6/2009		12.76
09	FLEETCOR TECHNOLOGIES	S023156	NP17523209	SC9445	359.62	WOODLAND HILLS DEVELOPMENT CENTER	4/15/2009		12.45
09	FLEETCOR TECHNOLOGIES	S065098	NP18120006	SC2849	359.62	WOODLAND HILLS DEVELOPMENT CENTER	6/9/2009		20.25
09	FLEETCOR TECHNOLOGIES	S065098	NP18529054	SC2850	359.62	WOODLAND HILLS DEVELOPMENT CENTER	6/9/2009		16.05
09	FLEETCOR TECHNOLOGIES	R726926	NP13340732	CA4521	359.63	MOUNTAIN VIEW DEVELOPMENT CENTER	7/23/2008		43.69
09	FLEETCOR TECHNOLOGIES	R773953	CREDIT	SC1628	359.63	MOUNTAIN VIEW DEVELOPMENT CENTER	9/5/2008		(13.81)
09	FLEETCOR TECHNOLOGIES	R816737	NP14760009	SC2626	359.63	MOUNTAIN VIEW DEVELOPMENT CENTER	10/9/2008		18.13
09	FLEETCOR TECHNOLOGIES	R851626	NP15127549	SC4703	359.63	MOUNTAIN VIEW DEVELOPMENT CENTER	11/6/2008		14.63
09	FLEETCOR TECHNOLOGIES	S002229	NP16761468	SC7995	359.63	MOUNTAIN VIEW DEVELOPMENT CENTER	3/25/2009		15.84
09	FLEETCOR TECHNOLOGIES	S065098	NP18529054	SC2850	359.63	MOUNTAIN VIEW DEVELOPMENT CENTER	6/9/2009		29.47
09	FLEETCOR TECHNOLOGIES	R726926	NP13340732	CA4521	359.65	COMMUNITY TREATMENT FACILITIES	7/23/2008		52.10
09	FLEETCOR TECHNOLOGIES	R726926	NP13340732	CA4521	359.65	COMMUNITY TREATMENT FACILITIES	7/23/2008		22.45
09	FLEETCOR TECHNOLOGIES	R726926	NP13340732	CA4521	359.65	COMMUNITY TREATMENT FACILITIES	7/23/2008		15.35
09	FLEETCOR TECHNOLOGIES	R726926	NP13340732	CA4521	359.65	COMMUNITY TREATMENT FACILITIES	7/23/2008		10.96

09	FLEETCOR TECHNOLOGIES	R726926	NP1334073 2	CA4521	359.65	COMMUNITY TREATMENT FACILITIES	7/23/2008			5.60
09	FLEETCOR TECHNOLOGIES	R744807	NP1383377 2	CA0862	359.65	COMMUNITY TREATMENT FACILITIES	8/12/2008			32.65
09	FLEETCOR TECHNOLOGIES	R744807	NP1383377 2	CA0862	359.65	COMMUNITY TREATMENT FACILITIES	8/12/2008			8.71
09	FLEETCOR TECHNOLOGIES	R744807	NP1383377 2	CA0862	359.65	COMMUNITY TREATMENT FACILITIES	8/12/2008			16.86
09	FLEETCOR TECHNOLOGIES	R744807	NP1383377 2	CA0862	359.65	COMMUNITY TREATMENT FACILITIES	8/12/2008			6.41
09	FLEETCOR TECHNOLOGIES	R773953	NP1424115 8	SC1628	359.65	COMMUNITY TREATMENT FACILITIES	9/5/2008			7.41
09	FLEETCOR TECHNOLOGIES	R773953	NP1424115 8	SC1628	359.65	COMMUNITY TREATMENT FACILITIES	9/5/2008			17.95
09	FLEETCOR TECHNOLOGIES	R816737	NP1476000 9	SC2626	359.65	COMMUNITY TREATMENT FACILITIES	10/9/2008			14.31
09	FLEETCOR TECHNOLOGIES	R851626	NP1512754 9	SC4703	359.65	COMMUNITY TREATMENT FACILITIES	11/6/2008			16.25
09	FLEETCOR TECHNOLOGIES	R851626	NP1512754 9	SC4703	359.65	COMMUNITY TREATMENT FACILITIES	11/6/2008			9.70
09	FLEETCOR TECHNOLOGIES	R851626	NP1512754 9	SC4703	359.65	COMMUNITY TREATMENT FACILITIES	11/6/2008			10.23
09	FLEETCOR TECHNOLOGIES	S023156	NP1752320 9	SC9445	359.65	COMMUNITY TREATMENT FACILITIES	4/15/2009			4.83
09	FLEETCOR TECHNOLOGIES	S065098	NP1812000 6	SC2849	359.65	COMMUNITY TREATMENT FACILITIES	6/9/2009			8.37
09	FLEETCOR TECHNOLOGIES	S065098	NP1812000 6	SC2849	359.65	COMMUNITY TREATMENT FACILITIES	6/9/2009			6.90
09	FLEETCOR TECHNOLOGIES	S065098	NP1852905 4	SC2850	359.65	COMMUNITY TREATMENT FACILITIES	6/9/2009			4.28
09	FLEETCOR TECHNOLOGIES	S065098	NP1852905 4	SC2850	359.65	COMMUNITY TREATMENT FACILITIES	6/9/2009			8.29
09	FLEETCOR TECHNOLOGIES	S065098	NP1852905 4	SC2850	359.65	COMMUNITY TREATMENT FACILITIES	6/9/2009			9.70
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R748228	NP1334051 8	D0009712 3	430.00	EQUIPMENT PURCHASES AND OPERATIONS	8/13/2008	FA061648 7	00	1,243,327.23
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R748228	NP1334051 8	D0009712 3	430.00	EQUIPMENT PURCHASES AND OPERATIONS	8/13/2008	FA061648 7	00	(349,738.28)
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R748228	NP1334051 8	D0009712 3	430.00	EQUIPMENT PURCHASES AND OPERATIONS	8/13/2008	FA061648 7	00	349,738.28
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R762214	NP1383358 0	D0010034 9	430.00	EQUIPMENT PURCHASES AND OPERATIONS	8/25/2008	FA061648 7	00	1,249,104.51
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R762214	NP1383358 0	D0010034 9	430.00	EQUIPMENT PURCHASES AND OPERATIONS	8/25/2008	FA061648 7	00	(353,930.00)
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R762214	NP1383358 0	D0010034 9	430.00	EQUIPMENT PURCHASES AND OPERATIONS	8/25/2008	FA061648 7	00	353,930.00
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R790309	NP1424096 8	D0010378 1	430.00	EQUIPMENT PURCHASES AND OPERATIONS	9/16/2008	FA061648 7	00	1,037,889.37

00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R790309	NP1424096 8	D0010378 1	430.00	EQUIPMENT PURCHASES AND OPERATIONS	9/16/2008	FA061648 7	00	(318,715.04)
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R790309	NP1424096 8	D0010378 1	430.00	EQUIPMENT PURCHASES AND OPERATIONS	9/16/2008	FA061648 7	00	318,715.04
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R853590	NP1475980 6	D0010976 4	430.00	EQUIPMENT PURCHASES AND OPERATIONS	11/7/2008	FA061648 7	00	(330,042.58)
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R853590	NP1475980 6	D0010976 4	430.00	EQUIPMENT PURCHASES AND OPERATIONS	11/7/2008	FA061648 7	00	330,042.58
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R853590	NP1475980 6	D0010976 4	430.00	EQUIPMENT PURCHASES AND OPERATIONS	11/7/2008	FA061648 7	00	1,038,079.67
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R870554	NP1512735 5	D0011244 9	430.00	EQUIPMENT PURCHASES AND OPERATIONS	11/20/2008	FA061648 7	00	782,696.02
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R870554	NP1512735 5	D0011244 9	430.00	EQUIPMENT PURCHASES AND OPERATIONS	11/20/2008	FA061648 7	00	(252,470.23)
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R870554	NP1512735 5	D0011244 9	430.00	EQUIPMENT PURCHASES AND OPERATIONS	11/20/2008	FA061648 7	00	252,470.23
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R911585	NP1549410 1	D0011616 2	430.00	EQUIPMENT PURCHASES AND OPERATIONS	12/23/2008	FA061648 7	00	430,808.10
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R911585	NP1549410 1	D0011616 2	430.00	EQUIPMENT PURCHASES AND OPERATIONS	12/23/2008	FA061648 7	00	(132,119.13)
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R911585	NP1549410 1	D0011616 2	430.00	EQUIPMENT PURCHASES AND OPERATIONS	12/23/2008	FA061648 7	00	132,119.13
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R944439	NP1599904 7	D0011964 3	430.00	EQUIPMENT PURCHASES AND OPERATIONS	1/26/2009	FA061648 7	00	392,221.27
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R944439	NP1599904 7	D0011964 3	430.00	EQUIPMENT PURCHASES AND OPERATIONS	1/26/2009	FA061648 7	00	(105,103.07)
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R944439	NP1599904 7	D0011964 3	430.00	EQUIPMENT PURCHASES AND OPERATIONS	1/26/2009	FA061648 7	00	105,103.07
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R965332	NP1636406 9	D0012256 2	430.00	EQUIPMENT PURCHASES AND OPERATIONS	2/13/2009	FA061648 7	00	470,361.84
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R965332	NP1636406 9	D0012256 2	430.00	EQUIPMENT PURCHASES AND OPERATIONS	2/13/2009	FA061648 7	00	(129,632.88)
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R965332	NP1636406 9	D0012256 2	430.00	EQUIPMENT PURCHASES AND OPERATIONS	2/13/2009	FA061648 7	00	129,632.88
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R998961	NP1676128 2	D0012789 5	430.00	EQUIPMENT PURCHASES AND OPERATIONS	3/20/2009	FA061648 7	00	413,734.64
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R998961	NP1676128 2	D0012789 5	430.00	EQUIPMENT PURCHASES AND OPERATIONS	3/20/2009	FA061648 7	00	(131,931.72)
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R998961	NP1676128 2	D0012789 5	430.00	EQUIPMENT PURCHASES AND OPERATIONS	3/20/2009	FA061648 7	00	131,931.72
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	S026723	NP1752302 7	D0013167 0	430.00	EQUIPMENT PURCHASES AND OPERATIONS	4/20/2009	FA061648 7	00	484,375.35
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	S026723	NP1752302 7	D0013167 0	430.00	EQUIPMENT PURCHASES AND OPERATIONS	4/20/2009	FA061648 7	00	(152,193.88)
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	S026723	NP1752302 7	D0013167 0	430.00	EQUIPMENT PURCHASES AND OPERATIONS	4/20/2009	FA061648 7	00	152,193.88
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	S058884	NP1811982 4	D0013626 6	430.00	EQUIPMENT PURCHASES AND OPERATIONS	5/29/2009	FA061648 7	00	454,308.85



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Total P		49									
Unit	Voucher	Invoice	Remit Vndr	Name	Gross Amt	Reference	Pymnt Date	Recon Status	Reconciled Date	Warrant Amount	Method
32101	00001263	NP15999048	0000076513	Fleetcor Technologies-Fuelman Of Tn	434904.610	0000005418	2/17/2009	REC	4/20/2010	434904.610	EFT
32101	00001272	NP16364238	0000076513	Fleetcor Technologies-Fuelman Of Tn	15.040	0000005977	2/18/2009	REC	4/20/2010	15.040	EFT
34101	00000698	BG633362X02-02-09	0000076513	Fleetcor Technologies	14.750	0000009754	3/4/2009	REC	4/20/2010	14.750	EFT
32101	00002273	NP16364070	0000076513	Fuelman Of Tennessee	554098.510	0000010372	3/5/2009	REC	4/20/2010	554098.510	EFT
32101	00004454	NP16761283	0000076513	Fleetcor Technologies-Fuelman Of Tn	557412.510	0000017568	4/1/2009	REC	4/20/2010	557795.750	EFT
32101	00004460	NP16761456	0000076513	Fleetcor Technologies-Fuelman Of Tn	383.240	0000017568	4/1/2009	REC	4/20/2010	557795.750	EFT
34101	00001755	BG633362 03-02-09	0000076513	Fleetcor Technologies	34.980	0000018799	4/7/2009	REC	4/20/2010	34.980	EFT
31608	00000205	NP17253409	0000076513	Fleetcor Technologies	223.400	0000022098	4/20/2009	REC	4/20/2010	700.470	EFT
31608	00000206	NP17376558	0000076513	Fleetcor Technologies	477.070	0000022098	4/20/2009	REC	4/20/2010	700.470	EFT
33101	00012113	NP17758874	0000076513	Fleetcor Technologies	10.580	0000022618	4/21/2009	REC	4/20/2010	10.580	EFT
34800	00000081	NP17523118	0000076513	Fleetcor Technologies	168.050	0000028239	5/4/2009	REC	4/20/2010	168.050	EFT
32601	00000055	04/06/2009	0000076513	Fleetcor Technologies	267.700	0000029515	5/6/2009	REC	4/20/2010	267.700	EFT
32300	00000021	NP7523068	0000076513	Fleetcor Technologies	86.230	0000000167	5/6/2009	REC	4/20/2010	86.230	ACH
32501	00000482	NP17523113E	0000076513	Fleetcor Technologies	120.180	0000029513	5/6/2009	REC	4/20/2010	1092.900	EFT
32501	00000483	NP17523113F	0000076513	Fleetcor Technologies	49.710	0000029513	5/6/2009	REC	4/20/2010	1092.900	EFT
32501	00000479	NP17523113B	0000076513	Fleetcor Technologies	214.020	0000029513	5/6/2009	REC	4/20/2010	1092.900	EFT
32501	00000480	NP17523113C	0000076513	Fleetcor Technologies	353.880	0000029513	5/6/2009	REC	4/20/2010	1092.900	EFT
32501	00000481	NP17523113D	0000076513	Fleetcor Technologies	74.380	0000029513	5/6/2009	REC	4/20/2010	1092.900	EFT
32501	00000308	NP17523113	0000076513	Fleetcor Technologies	98.700	0000029513	5/6/2009	REC	4/20/2010	1092.900	EFT
31608	00000520	NP17508616	0000076513	Fleetcor Technologies	182.030	0000029513	5/6/2009	REC	4/20/2010	1092.900	EFT
32101	00008257	NP17523198	0000076513	Fleetcor Technologies-Fuelman Of Tn	221.100	0000029514	5/6/2009	REC	4/20/2010	221.100	EFT
34101	00003189	BG633362 5-04-09	0000076513	Fleetcor Technologies	7.070	0000034457	5/18/2009	REC	4/20/2010	7.070	EFT
31608	00000521	NP17744839	0000076513	Fleetcor Technologies	517.620	0000032810	5/13/2009	REC	4/20/2010	517.620	EFT
32101	00008218	NP17523028	0000076513	Fleetcor Technologies-Fuelman Of Tn	659726.960	0000032811	5/13/2009	REC	4/20/2010	659726.960	EFT
31608	00000522	NP17852894	0000076513	Fleetcor Technologies	368.600	0000035957	5/20/2009	REC	4/20/2010	368.600	EFT
32300	00000155	NP18119865	0000076513	Fleetcor Technologies	264.610	0000036568	5/21/2009	REC	4/20/2010	264.610	EFT
34800	00000243	np18119914	0000076513	Fleetcor Technologies	76.290	0000037253	5/22/2009	REC	4/20/2010	76.290	EFT
31608	00000918	NP17964876	0000076513	Fleetcor Technologies	493.860	0000038588	5/27/2009	REC	4/20/2010	493.860	EFT
33101	00016406	NP18224552	0000076513	Fleetcor Technologies	11.000	0000043715	5/21/2009	REC	5/30/2009	11.000	CHK
32901	00000642	np17523175	0000076513	Fleetcor Technologies	744.960	0000041654	6/2/2009	REC	4/20/2010	2040.930	EFT
32901	00000645	np18119971	0000076513	Fleetcor Technologies	1295.970	0000041654	6/2/2009	REC	4/20/2010	2040.930	EFT
31608	00000919	NP18102672	0000076513	Fleetcor Technologies	935.230	0000042305	6/3/2009	REC	4/20/2010	1704.830	EFT
32501	00001039	NP18119909-1	0000076513	Fleetcor Technologies	25.550	0000042305	6/3/2009	REC	4/20/2010	1704.830	EFT
32501	00001154	NP18119909-2	0000076513	Fleetcor Technologies	187.680	0000042305	6/3/2009	REC	4/20/2010	1704.830	EFT

32501	00001156	NP18119909-4	0000076513	Fleetcor Technologies	103.070	0000042305	6/3/2009 REC	4/20/2010	1704.830 EFT
32501	00001157	NP18119909-5	0000076513	Fleetcor Technologies	101.130	0000042305	6/3/2009 REC	4/20/2010	1704.830 EFT
32501	00001158	NP18119909-6	0000076513	Fleetcor Technologies	73.230	0000042305	6/3/2009 REC	4/20/2010	1704.830 EFT
32501	00001159	NP18119909-7	0000076513	Fleetcor Technologies	14.980	0000042305	6/3/2009 REC	4/20/2010	1704.830 EFT
32501	00001160	NP18119909-8	0000076513	Fleetcor Technologies	263.960	0000042305	6/3/2009 REC	4/20/2010	1704.830 EFT
32101	00009954	NP18119994	0000076513	Fleetcor Technologies-Fuelman Of Tn	154.580	0000042306	6/3/2009 REC	4/20/2010	664445.000 EFT
32101	00010137	NP18119825	0000076513	Fleetcor Technologies-Fuelman Of Tn	664290.420	0000042306	6/3/2009 REC	4/20/2010	664445.000 EFT
32601	00000097	NP18119983	0000076513	Fleetcor Technologies	271.780	0000042307	6/3/2009 REC	4/20/2010	271.780 EFT
32501	00001155	NP18119909-3	0000076513	Fleetcor Technologies	611.960	0000044639	6/9/2009 REC	4/20/2010	611.960 EFT
31608	00001425	NP18210800	0000076513	Fleetcor Technologies	45.670	0000044152	6/8/2009 REC	4/20/2010	479.810 EFT
31608	00001426	NP18295738	0000076513	Fleetcor Technologies	434.140	0000044152	6/8/2009 REC	4/20/2010	479.810 EFT
34101	00004337	BG633362 6-1-09	0000076513	Fleetcor Technologies	10.380	0000048752	6/17/2009 REC	4/20/2010	10.380 EFT
32901	00000952	np18529018	0000076513	Fleetcor Technologies	1418.470	0000051481	6/24/2009 REC	4/20/2010	1418.470 EFT
32101	00012412	NP18529041	0000076513	Fleetcor Technologies	653.670	0000051482	6/24/2009 REC	4/20/2010	653.670 EFT
33101	00019959	NP18687164	0000076513	Fleetcor Technologies	15.350	0000061553	6/26/2009 REC	7/8/2009	15.350 CHK

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Total P		228									
Unit	Voucher	Invoice	Remit Vndr	Name	Gross Amt	Reference	Pymnt Date	Recon Status	Reconciled Date	Warrant Amount	Method
32300	00000187	NP18528914	0000076513	Fleetcor Technologies	203.980	0000055609	7/1/2009	REC	4/20/2010	203.980	EFT
32501	00002211	NP18528956-1	0000076513	Fleetcor Technologies	116.010	0000055610	7/1/2009	REC	4/20/2010	116.010	EFT
32501	00002212	NP18528956-2	0000076513	Fleetcor Technologies	73.430	0000055611	7/1/2009	REC	4/20/2010	73.430	EFT
32501	00002213	NP18528956-3	0000076513	Fleetcor Technologies	255.630	0000055612	7/1/2009	REC	4/20/2010	255.630	EFT
32501	00002214	NP18528956-4	0000076513	Fleetcor Technologies	80.810	0000055613	7/1/2009	REC	4/20/2010	80.810	EFT
32501	00002215	NP18528956-5	0000076513	Fleetcor Technologies	121.580	0000055614	7/1/2009	REC	4/20/2010	121.580	EFT
32501	00002217	NP18528956-6	0000076513	Fleetcor Technologies	94.940	0000055615	7/1/2009	REC	4/20/2010	94.940	EFT
32501	00002218	NP18528956-7	0000076513	Fleetcor Technologies	18.160	0000055616	7/1/2009	REC	4/20/2010	18.160	EFT
32501	00002220	NP18528956-8	0000076513	Fleetcor Technologies	256.580	0000055617	7/1/2009	REC	4/20/2010	256.580	EFT
31608	00001639	NP18462457	0000076513	Fleetcor Technologies	578.770	0000055618	7/1/2009	REC	4/20/2010	578.770	EFT
32601	00000197	NP18529030	0000076513	Fleetcor Technologies	491.130	0000055619	7/1/2009	REC	4/20/2010	491.130	EFT
32101	00012969	NP18528874	0000076513	Fleetcor Technologies-Fuelman Of Tn	747260.690	0000056810	7/2/2009	REC	4/20/2010	747260.690	EFT
31608	00001427	NP18402864	0000076513	Fleetcor Technologies	1599.020	0000057743	7/3/2009	REC	4/20/2010	1599.020	EFT
31608	00001753	NP18674704	0000076513	Fleetcor Technologies	1008.260	0000059160	7/8/2009	REC	4/20/2010	1008.260	EFT
33101	00021375	NP19335962	0000076513	Fleetcor Technologies	13.630	0000058518	7/7/2009	REC	4/20/2010	13.630	EFT
31608	00002286	NP15864753-A	0000076513	Fleetcor Technologies	294.370	0000060818	7/13/2009	REC	4/20/2010	309.110	EFT
33101	00021997	NP19874647	0000076513	Fleetcor Technologies	14.740	0000060818	7/13/2009	REC	4/20/2010	309.110	EFT
31608	00002039	NP19057952	0000076513	Fleetcor Technologies	1147.340	0000062250	7/15/2009	REC	4/20/2010	1147.340	EFT
32300	00000285	NP19871750	0000076513	Fleetcor Technologies	440.150	0000061244	7/14/2009	REC	4/20/2010	440.150	EFT
31608	00002040	NP19319813	0000076513	Fleetcor Technologies	1522.550	0000064786	7/22/2009	REC	4/20/2010	1522.550	EFT
32901	00001334	np19871851	0000076513	Fleetcor Technologies	2301.010	0000064274	7/21/2009	REC	4/20/2010	2301.010	EFT
32501	00003651	NP19871791-5	0000076513	Fleetcor Technologies	217.360	0000069385	8/5/2009	REC	4/20/2010	1825.610	EFT
32501	00003652	NP19871791-6	0000076513	Fleetcor Technologies	80.410	0000069385	8/5/2009	REC	4/20/2010	1825.610	EFT
32501	00003653	NP19871791-7	0000076513	Fleetcor Technologies	502.470	0000069385	8/5/2009	REC	4/20/2010	1825.610	EFT
31608	00002528	NP19857641	0000076513	Fleetcor Technologies	55.270	0000069385	8/5/2009	REC	4/20/2010	1825.610	EFT
32501	00003647	NP19871791-1	0000076513	Fleetcor Technologies	18.270	0000069385	8/5/2009	REC	4/20/2010	1825.610	EFT
32501	00003648	NP19871791	0000076513	Fleetcor Technologies	379.420	0000069385	8/5/2009	REC	4/20/2010	1825.610	EFT
32501	00003649	NP19871791-3	0000076513	Fleetcor Technologies	457.250	0000069385	8/5/2009	REC	4/20/2010	1825.610	EFT
32501	00003650	NP19871791-4	0000076513	Fleetcor Technologies	115.160	0000069385	8/5/2009	REC	4/20/2010	1825.610	EFT
34800	00001142	NP19873012	0000076513	Fleetcor Technologies	60.920	0000069386	8/5/2009	REC	4/20/2010	60.920	EFT
32101	00015711	NP19871874	0000076513	Fleetcor Technologies-Fuelman Of Tn	114.260	0000065950	7/27/2009	REC	4/20/2010	114.260	EFT
33101	00022902	NP20061036	0000076513	Fleetcor Technologies	8.850	0000077607	7/24/2009	REC	8/4/2009	8.850	CHK
34101	00005924	BG633362 7-06-09	0000076513	Fleetcor Technologies	18.600	0000068826	8/3/2009	REC	4/20/2010	18.600	EFT
31608	00002261	NP19628934	0000076513	Fleetcor Technologies	3017.810	0000066988	7/29/2009	REC	4/20/2010	3017.810	EFT
32101	00016126	NP19871710	0000076513	Fleetcor Technologies-Fuelman Of Tn	881706.900	0000073449	8/13/2009	REC	4/20/2010	881706.900	EFT
32601	00000362	BG192050July2009	0000076513	Fleetcor Technologies	569.940	0000073450	8/13/2009	REC	4/20/2010	569.940	EFT

31608	00002529	NP19947008	0000076513	Fleetcor Technologies	258.750	0000073020	8/12/2009	REC	4/20/2010	258.750	EFT
34800	00001120	NP19871796	0000076513	Fleetcor Technologies-Fuelman Of Tn	1003.210	0000071414	8/10/2009	REC	4/20/2010	1003.210	EFT
33101	00024073	NP20355625	0000076513	Fleetcor Technologies	14.750	0000086580	8/7/2009	REC	8/18/2009	14.750	CHK
31608	00002673	NP20044827	0000076513	Fleetcor Technologies	359.180	0000075928	8/19/2009	REC	4/20/2010	755.550	EFT
31608	00002804	NP20140202	0000076513	Fleetcor Technologies	396.370	0000075928	8/19/2009	REC	4/20/2010	755.550	EFT
34800	00001283	BG151989	0000076513	Fleetcor Technologies	220.820	0000081453	9/1/2009	REC	4/20/2010	220.820	EFT
32300	00000476	Np20348017	0000076513	Fleetcor Technologies	101.470	0000081784	9/2/2009	REC	4/20/2010	101.470	EFT
32501	00004058	BG151882-1	0000076513	Fleetcor Technologies	69.680	0000082061	9/2/2009	REC	4/20/2010	1261.220	EFT
32501	00004059	BG151882-2	0000076513	Fleetcor Technologies	123.770	0000082061	9/2/2009	REC	4/20/2010	1261.220	EFT
32501	00004060	BG151882-3	0000076513	Fleetcor Technologies	256.540	0000082061	9/2/2009	REC	4/20/2010	1261.220	EFT
32501	00004061	BG151882-4	0000076513	Fleetcor Technologies	183.270	0000082061	9/2/2009	REC	4/20/2010	1261.220	EFT
32501	00004062	BG151882-5	0000076513	Fleetcor Technologies	150.290	0000082061	9/2/2009	REC	4/20/2010	1261.220	EFT
32501	00004066	BG151882-6	0000076513	Fleetcor Technologies	57.150	0000082061	9/2/2009	REC	4/20/2010	1261.220	EFT
32501	00004067	BG151882-7	0000076513	Fleetcor Technologies	75.300	0000082061	9/2/2009	REC	4/20/2010	1261.220	EFT
31608	00002955	NP20306488	0000076513	Fleetcor Technologies	345.220	0000082061	9/2/2009	REC	4/20/2010	1261.220	EFT
32101	00017653	NP20348143	0000076513	Fleetcor Technologies-Fuelman Of Tn	710.240	0000082062	9/2/2009	REC	4/20/2010	710.240	EFT
32300	00000573	NP20944714	0000076513	Fleetcor Technologies	349.920	0000087357	9/14/2009	REC	4/20/2010	349.920	EFT
31608	00003196	NP20417921	0000076513	Fleetcor Technologies	419.540	0000085073	9/9/2009	REC	4/20/2010	419.540	EFT
40100	00006468	NP20347976	0000076513	Fuelman Of Tennessee	590157.720	0000083075	9/3/2009	REC	4/20/2010	590157.720	EFT
32601	00000474	NP20348132	0000076513	Fleetcor Technologies	499.490	0000083076	9/3/2009	REC	4/20/2010	499.490	EFT
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32601	00001431	NP24284027	0000076513	Fleetcor Technologies	295.570	0000350916	5/5/2010	UNR	295.570	EFT
31608	00008345	NP24330468	0000076513	Fleetcor Technologies	713.190	0000357794	5/12/2010	UNR	2097.180	EFT
32701	00018804	NP24283956	0000076513	Fleetcor Technologies	1383.990	0000357794	5/12/2010	UNR	2097.180	EFT
35910	00118540	NP24284049	0000076513	Fleetcor Technologies	18.270	0000358680	5/13/2010	UNR	98.660	EFT
35910	00118542	NP24698645	0000076513	Fleetcor Technologies	80.390	0000358680	5/13/2010	UNR	98.660	EFT
31608	00008451	NP24412579	0000076513	Fleetcor Technologies	1698.390	0000368862	5/19/2010	UNR	1698.390	EFT
40100	00073506	NP24698474	0000076513	Fleetcor Technologies	762894.190	0000368863	5/19/2010	UNR	762894.190	EFT
34101	00014791	NP24284047 4/5/10	0000076513	Fleetcor Technologies	198.930	0000370596	5/20/2010	UNR	198.930	EFT
31608	00008990	NP24663461	0000076513	Fleetcor Technologies	781.390	0000367254	5/18/2010	UNR	2010.900	EFT
31608	00008991	np24760134	0000076513	Fleetcor Technologies	1229.510	0000367254	5/18/2010	UNR	2010.900	EFT
32300	00001540	NP24698514	0000076513	Fleetcor Technologies	376.810	0000369702	5/20/2010	UNR	376.810	EFT
32101	00040559	NP24698634	0000076513	Fleetcor Technologies-Fuelman Of Tn	763.770	0000365776	5/17/2010	UNR	763.770	EFT
33101	00064404	NP24772926	0000076513	Fleetcor Technologies	18.170	0000372393	5/21/2010	UNR	18.170	EFT

31608 00008619 NP24505088  
32901 00005856 NP24698612

0000076513  
0000076513

Fleetcor Technologies  
Fleetcor Technologies

1333.840 0000376981  
4309.950 0000380462

5/26/2010 UNR  
5/28/2010 UNR

1333.840 EFT  
4309.950 EFT

TOTAL

16,245,969.72

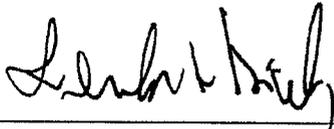
## RULE EXCEPTION REQUEST

cy10-453

APPROVED

*MD Goetz* JUN 08, 2010

COMMISSIONER OF FINANCE &amp; ADMINISTRATION

1	REQUEST RFS #	40100-00211
2	CONTRACT #	FA-06-16487
3	SERVICE	Fuel Products
4	CONTRACTOR	FleetCor Technologies Operating Co., LLC
5	CONTRACT BEGIN DATE	9/12/05
6	CONTRACT END DATE (with ALL options to extend exercised)	9/12/10 currently 12/31/10 with amendment
7	CONTRACT MAXIMUM LIABILITY (with ALL options to extend exercised)	\$145,066,060.65
8	SUBJECT RULE	<input checked="" type="checkbox"/> 0620-3-3-.07(5) – prohibiting a contract term greater than five (5) years <input type="checkbox"/> 0620-3-3-.07(8) – prohibiting a contract with a former state employee in within six (6) months of termination <input type="checkbox"/> 0620-3-3-.07(22) – requiring that contractor travel expense reimbursement/compensation shall be subject to the prevailing state Comprehensive Travel Regulations (this request MUST also attach documentation of F&A Budget support of the request) <input type="checkbox"/> 0620-3-3-.05(5) – requiring a contract set forth the prescribed Nondiscrimination provision <input type="checkbox"/> OTHER – 0620-3-3-.07(1) (c) – extending the contract term
9	EXCEPTION REQUESTED	The department seeks a rule exception to permit a contract term of longer than the current five-year term.
10	JUSTIFICATION	The Department of General Services has issued RFP 32106-02211 for a universal fuel card. The anticipated start date is August 1. The contractor will then have 60 days to prepare cards, install equipment, etc., prior to going live with pay-at-the pump services statewide. Extending the current fuel contract will ensure there is no break in obtaining fuel services.
AGENCY HEAD SIGNATURE & DATE (procuring agency head or authorized signatory)		
		JUN 07 2010

**RECEIVED**

By Terri Pognant at 3:14 pm, Jun 07, 2010



JPMorgan Chase Bank, N.A.  
JPMorgan Treasury Services  
Global Trade Services  
9420 Highland Manor Drive  
Jacksonville, FL 32256

AUG 2, 2005  
OUR L/C NO.: TPTS-646304

TO:  
TENNESSEE DEPARTMENT OF  
TRANSPORTATION, ATTN: LANCE GOAD,  
FISCAL DIRECTOR 2, SUITE 800, JAMES  
K. POLK BUILDING, NASHVILLE, TN  
37243-0329 (SEE TEXT BELOW)

APPLICANT:  
FLEETCOR TECHNOLOGIES OPERATING  
COMPANY LLC  
655 ENGINEERING DRIVE, STE 300  
NORCROSS, GA 30092

WE HAVE ESTABLISHED OUR IRREVOCABLE STANDBY LETTER OF CREDIT IN YOUR FAVOR  
AS DETAILED HEREIN SUBJECT TO ISP98

DOCUMENTARY CREDIT NUMBER: TPTS-646304

DATE OF ISSUE: AUGUST 2, 2005

BENEFICIARY: TENNESSEE DEPARTMENT OF  
TRANSPORTATION, ATTN: LANCE GOAD,  
FISCAL DIRECTOR 2, SUITE 800, JAMES  
K. POLK BUILDING, NASHVILLE, TN  
37243-0329 (SEE TEXT BELOW)

APPLICANT: FLEETCOR TECHNOLOGIES OPERATING  
COMPANY LLC  
655 ENGINEERING DRIVE, STE 300  
NORCROSS, GA 30092

DATE AND PLACE OF EXPIRY: AUGUST 3, 2006  
AT OUR COUNTER

DOCUMENT CREDIT AMOUNT: USD2,500,000.00

AVAILABLE WITH: JPMORGAN CHASE BANK, N.A.  
BY PAYMENT

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE AUTOMATICALLY  
EXTENDED WITHOUT AMENDMENT FOR ADDITIONAL 12 MONTH PERIODS FROM THE  
PRESENT OR EACH FUTURE EXPIRATION DATE, UNLESS AT LEAST 60 DAYS PRIOR TO



JPMorgan Chase Bank, N.A.  
c/o JPMorgan Treasury Services  
Global Trade Services  
0420 Highland Manor Drive  
Tampa, FL 33610

AUG 2, 2005  
OUR L/C NO.: TPTS-646304

THE CURRENT EXPIRY DATE WE SEND NOTICE IN WRITING TO YOU VIA SWIFT, TELEX, OR HAND DELIVERY AT THE ABOVE ADDRESS, THAT WE ELECT NOT TO AUTOMATICALLY EXTEND THIS LETTER OF CREDIT FOR ANY ADDITIONAL PERIOD. UPON SUCH NOTICE TO YOU, YOU MAY DRAW ON US AT SIGHT FOR AN AMOUNT NOT TO EXCEED THE BALANCE REMAINING IN THIS LETTER OF CREDIT WITHIN THE THEN-APPLICABLE EXPIRY DATE, BY YOUR SWIFT OR PRESENTATION OF YOUR DRAFT AND DATED STATEMENT PURPORTEDLY SIGNED BY ONE OF YOUR OFFICIALS READING EXACTLY AS FOLLOWS:

THE AMOUNT OF THIS DRAWING USD ..... UNDER JPMORGAN CHASE BANK, N.A. LETTER OF CREDIT NUMBER TPTS-646304 REPRESENTS FUNDS DUE US AS WE HAVE RECEIVED NOTICE FROM JPMORGAN CHASE BANK, N.A. OF THEIR DECISION NOT TO AUTOMATICALLY EXTEND LETTER OF CREDIT NUMBER TPTS-646304 AND THE UNDERLYING OBLIGATION REMAINS OUTSTANDING.

IN THE EVENT THIS LETTER OF CREDIT IS SUBSEQUENTLY AMENDED BY US TO RESCIND A NOTICE OF NON-EXTENSION AND TO EXTEND THE EXPIRY DATE HEREOF TO A FUTURE DATE, SUCH EXTENSION SHALL BE FOR THAT SINGLE PERIOD ONLY AND THIS LETTER OF CREDIT WILL NOT BE SUBJECT TO ANY FUTURE AUTOMATIC EXTENSIONS UNLESS AN AUTOMATIC EXTENSION PROVISION IS EXPRESSLY INCORPORATED INTO SUCH AMENDMENT.

ADDITIONAL DETAILS:

DEFICIARY:

TENNESSEE DEPARTMENT OF TRANSPORTATION  
ATTN: LANCE GOAD, FISCAL DIRECTOR 2  
SUITE 800, JAMES K. POLK BUILDING  
MEMPHIS, TN 37243-0329  
TELEPHONE: 615-741-2261  
FAX: 615-741-2262

THIS LETTER OF CREDIT IS AVAILABLE WITH JPMORGAN CHASE BANK, N.A. AGAINST PRESENTATION OF YOUR DRAFT AT SIGHT DRAWN ON JPMORGAN CHASE BANK, N.A., WHEN ACCOMPANIED BY THE DOCUMENT INDICATED HEREIN.

DEFICIARY'S DATED STATEMENT PURPORTEDLY SIGNED BY ONE OF ITS AUTHORIZED OFFICIALS READING AS FOLLOWS:

THE UNDERSIGNED, AN AUTHORIZED REPRESENTATIVE OF TENNESSEE DEPARTMENT OF



JPMorgan Chase Bank, N.A.  
c/o JPMorgan Treasury Services  
Global Trade Services  
10420 Highland Manor Drive  
Tampa, FL 33610

AUG 2, 2005  
OUR L/C NO.: TPTS-646304

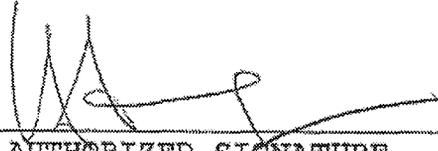
TRANSPORTATION AND SIGNING ON ITS BEHALF, HEREBY CERTIFIES THAT THE AMOUNT OF THE ACCOMPANYING DRAFT REPRESENTS FUNDS DUE AND OWING TO THE TENNESSEE DEPARTMENT OF TRANSPORTATION AS FLEETCOR TECHNOLOGIES OPERATING COMPANY LLC (AS FAILED TO COMPLETE WORK DETAILED IN THE SCOPE OF SERVICES DETAILED IN THE STATE OF TENNESSEE REQUEST FOR PROPOSAL BEARING THE RFP NUMBER 30.00-002 AND RESULTING CONTRACT FLEETCOR TECHNOLOGIES OPERATION COMPANY LC AND THE TENNESSEE DEPARTMENT OF TRANSPORTATION.)

ALL CORRESPONDENCE AND ANY DRAWINGS HEREUNDER ARE TO BE DIRECTED TO JPMORGAN CHASE BANK, N.A., C/O JPMORGAN TREASURY SERVICES, ATTN: STANDBY LETTER OF CREDIT DEPT., 4TH FL., 10420 HIGHLAND MANOR DRIVE, TAMPA, FLORIDA 33610. CUSTOMER INQUIRY NUMBER IS 1-800-634-1969.

WE HEREBY AGREE WITH YOU THAT ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT WILL BE DULY HONORED.

THIS IRREVOCABLE STANDBY LETTER OF CREDIT IS ISSUED SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590 (ISP98)

THE NUMBER AND THE DATE OF OUR CREDIT AND THE NAME OF OUR BANK MUST BE NOTED ON ALL DRAFTS REQUIRED.

  
\_\_\_\_\_  
AUTHORIZED SIGNATURE

HENRY AVELINO  
ASSISTANT VICE PRESIDENT

**NON-COMPETITIVE AMENDMENT REQUEST:**

APPROVED

Commissioner of Finance &amp; Administration

1) RFS #	40100-00211	
2) Procuring Agency :	Tennessee Department of Transportation	
<b>EXISTING CONTRACT INFORMATON</b>		
3) Service Caption :	Fuel Products	
4) Contractor :	FleetCor Technologies Operating Co., LLC	
5) Contract #	FA-06-16487	
6) Contract Start Date :	9/12/05	
7) CURRENT Contract End Date : (if ALL options to extend the contract are exercised)	9/12/10	
8) CURRENT Maximum Cost : (if ALL options to extend the contract are exercised)	\$145,066,060.65	
<b>PROPOSED AMENDMENT INFORMATON</b>		
9) Amendment #	Two	
10) Amendment Effective Date : (attached explanation required if < 60 days after F&A receipt)	8/15/10	
11) PROPOSED Contract End Date : (if ALL options to extend the contract are exercised)	12/31/10	
12) PROPOSED Maximum Cost : (if ALL options to extend the contract are exercised)	\$145,066,060.65	
13) Approval Criteria : (select one)	<input checked="" type="checkbox"/>	use of Non-Competitive Negotiation is in the best interest of the state
	<input type="checkbox"/>	only one uniquely qualified service provider able to provide the service
14) Description of the Proposed Amendment Effects & Any Additional Service :	Amendment will extend term for fifteen weeks.	
15) Explanation of Need for the Proposed Amendment :	To ensure fuel services are available while the Department of General Services completes the RFP process to select a universal fuel card provider and to allow a prospective new contractor time to start-up the services.	
16) Name & Address of Contractor's Current Principal Owner(s) : ( <u>not</u> required for a TN state education institution)	FleetCor Technologies Operating Co., LLC, 1001 Highway 190E. Service Road, Covington, LA 70433	
17) Office for Information Resources Endorsement : (required for information technology service; n/a to THDA)	Documentation is ... <input checked="" type="checkbox"/> Not Applicable to this Request <input type="checkbox"/> Attached to this Request	
18) eHealth Initiative Endorsement : (required for health-related professional, pharmaceutical, laboratory, or imaging service)	Documentation is ... <input checked="" type="checkbox"/> Not Applicable to this Request <input type="checkbox"/> Attached to this Request	

19) Department of Human Resources Endorsement : (required for state employees training service)

Documentation is ...  Not Applicable to this Request  Attached to this Request

20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :

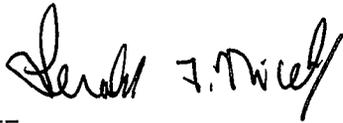
The Department of General Services has issued an RFP for fuel services. Proposals are due late June and the anticipated contract start date is August 1. The Department of Transportation has worked closely with the Department of General Services in the issuance of this RFP.

21) Justification for the Proposed Non-Competitive Amendment :

It is in the best interest of the State to extend the current contract to ensure fuel products and services will be available until the new Contractor is in place.

**AGENCY HEAD SIGNATURE & DATE :**

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR—signature by an authorized signatory will be accepted only in documented exigent circumstances)



SIGNATURE & DATE

JUN 08 2010



# C O N T R A C T   A M E N D M E N T

<b>Agency Tracking #</b> 40100-00211	<b>Edison ID</b> 2049	<b>Contract #</b> FA-06-16487	<b>Amendment #</b> Two
---	--------------------------	----------------------------------	---------------------------

<b>Contractor</b> FleetCor Technologies Operating Co., LLC	<b>Contractor Federal Employer Identification or Social Security #</b> <input type="checkbox"/> C- or <input type="checkbox"/> V- 721074903-00
---	---

**Amendment Purpose/ Effects**  
Change contract end date

<b>Contract Begin Date</b> 9/12/05	<b>Contract End Date</b> 12/31/10	<b>Subrecipient or Vendor</b> <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor	<b>CFDA #(s)</b>
---------------------------------------	--------------------------------------	---	------------------

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2006	19,633,212.00				19,633,212.00
2007	19,633,212.00				19,633,212.00
2008	25,633,212.00				25,633,212.00
2009	32,133,212.00				32,133,212.00
2010	37,483,212.00				37,483,212.00
2011	10,550,000.65				10,550,000.65
<b>TOTAL:</b>	<b>145,066,060.65</b>				<b>145,066,060.65</b>

American Recovery and Reinvestment Act (ARRA) Funding -  YES  NO

<b>— COMPLETE FOR AMENDMENTS —</b>			<b>Agency Contact &amp; Telephone #</b> Audra Colvin – 615-741-2498	
<b>END DATE AMENDED?</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			<b>Agency Budget Officer Approval</b> (there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred)	
FY	Base Contract & Prior Amendments	THIS Amendment ONLY		
2006	19,633,212.00	0.00		
2007	19,633,212.00	0.00		
2008	25,633,212.00	0.00		
2009	16,633,212.00	15,500,000.00		
2010	13,233,212.00	24,250,000.00		
2011	3,400,060.65	7,150,000.00		
<b>TOTAL:</b>	<b>98,166,060.65</b>	<b>46,900,000.00</b>	<b>Speed Code</b> TX00071184	<b>Account Code</b> 71100000

— OCR USE —	<b>Procurement Process Summary</b> (non-competitive, FA- or ED-type only) Originally procured through RFP process.
-------------	---

**AMENDMENT TWO  
TO FA-06-16487**

This Contract Amendment is made and entered by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and FleetCor Technologies Operating Co., LLC, hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

1, The text of Contract Section B.1. Contract Term is deleted in its entirety and replaced with the following:

B.1. Contract Term. This Contract shall be effective for the period commencing on September 12, 2005 and ending on December 31, 2010. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

The revisions set forth herein shall be effective on the date of final approval by the appropriate State officials in accordance with applicable Tennessee State laws and regulations. All other terms and conditions not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF,**

**FLEETCOR TECHNOLOGIES OPERATING CO., LLC:**

---

**CONTRACTOR SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)**

**TENNESSEE DEPARTMENT OF TRANSPORTATION:**

---

**GERALD F. NICELY, COMMISSIONER**

**DATE**

---

**JOHN REINBOLD, GENERAL COUNSEL  
APPROVED AS TO FORM AND LEGALITY**



GENERAL ASSEMBLY OF THE STATE OF TENNESSEE  
FISCAL REVIEW COMMITTEE

320 Sixth Avenue, North – 8<sup>th</sup> Floor  
NASHVILLE, TENNESSEE 37243-0057  
615-741-2564

Rep. Charles Curtiss, Chairman  
Representatives

Curt Cobb Donna Rowland  
Curtis Johnson David Shepard  
Gerald McCormick Curry Todd  
Mary Pruitt Eddie Yokley  
Craig Fitzhugh, *ex officio*  
Speaker Jimmy Naifeh, *ex officio*

Sen. Douglas Henry, Vice-Chairman  
Senators

Bill Ketron Reginald Tate  
Doug Jackson Jamie Woodson  
Paul Stanley  
Randy McNally, *ex officio*  
Lt. Governor Ron Ramsey, *ex officio*

MEMORANDUM

TO: The Honorable Dave Goetz, Commissioner  
Department of Finance and Administration

FROM: Charles Curtiss, Chairman, Fiscal Review Committee  
Bill Ketron, Chairman, Contract Services Subcommittee

DATE: December 22, 2008

SUBJECT: **Contract Comments**  
(Contract Services Subcommittee Meeting 12/16)

cc  
BK

RFS# 430.00-002

Department: Transportation

Contractor: FleetCor Technologies Operating Company, LLC

Summary: This vendor is responsible for the provision of gasoline, diesel and maintenance of state vehicles for the Department. The proposed amendment increases the maximum liability by \$46,900,000 to provide funding for the remainder of the contract term, through September 12, 2010. The proposed amendment also includes the prohibition of illegal immigrant language and the voluntary buyout language.

Maximum liability: \$98,166,061

Maximum liability w/amendment: \$145,066,061

After review, the Fiscal Review Committee voted to recommend approval of the contract amendment.

cc: The Honorable Gerald Nicely, Commissioner  
Mr. Robert Barlow, Director, Office of Contracts Review



RECEIVED

NOV 26 2008

**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**  
SUITE 700, JAMES K. POLK BUILDING  
NASHVILLE, TENNESSEE 37243-0349  
(615) 741-2848

**FISCAL REVIEW**

GERALD F. NICELY  
COMMISSIONER

November 21, 2008

PHIL BREDESEN  
GOVERNOR

Mr. James W. White, Executive Director  
Tennessee General Assembly  
Fiscal Review Committee  
8<sup>th</sup> Floor, Rachel Jackson Building  
Nashville, TN 37243

Subject: Amendment One  
FleetCor Technologies Operating Company, LLC  
FA-06-16487 –Term 9/12/05 – 9/11/10

Dear Mr. White:

The referenced contract is for fuel, motor oil and other automotive goods and services. The contractor was selected through the RFP process. The purpose of this amendment is to request additional funding to be added to cover the remainder of the contract period. Fuel costs are based on the Oil Price Information Service (OPIS) Gross Average Rack Price as published in the OPIS newsletter for the close of business on Thursday of each week. The contract was awarded based on a margin per gallon. The OPIS price has increased 64.8% since the original yearly estimates were made. This increase should be adequate, based on that percentage, for the remainder of the contract. The contractor's margin is not being increased.

This packet contains the following materials as required by your office:

1. Amendment One which will increase the funding for the five-year period from \$98,166,060.65 to \$145,066.060.54. The Contract Summary Sheet for the amendment.
2. The original contract and its Contract Summary Sheet.
3. The request for a non-competitive amendment
4. Supporting documents:
  - a. Supplemental Documentation Required by the Fiscal Review Committee
  - b. A chart showing calculations of the contract ceiling amount used when RFP was awarded.

Mr. James W. White  
November 21, 2008  
Page 2

- c. A chart showing an analysis of the contract ceiling using current pricing
- d. A chart showing calculations of percentage of change
- e. A chart showing vendor contract payments by department
- f. A chart showing purchases made by cash paying agencies

Please advise if you have any questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Gerald F. Nicely". The signature is written in a cursive style with a large initial "G".

Gerald F. Nicely  
Commissioner

**C O N T R A C T S U M M A R Y S H E E T**

021908

<b>RFS #</b>	<b>Contract #</b>
<b>430.00 - 002</b>	<b>FA-06-16487-01</b>
<b>State Agency</b>	<b>State Agency Division</b>
Transportation	Finance
<b>Contractor Name</b>	<b>Contractor ID # (FEIN or SSN)</b>
FleetCor Technologies Operating Co., LLC	<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 721074903-00

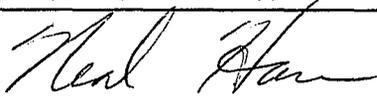
**Service Description**  
 To provide a fuel card to purchase gasoline, diesel fuel, oil changes, car washes, and other automotive services at various retail locations. In addition, provide gasoline and diesel fuel for existing TDOT fueling facilities.

<b>Contract Begin Date</b>	<b>Contract End Date</b>	<b>SUBRECIPIENT or VENDOR?</b>	<b>CFDA #</b>
September 12, 2005	September 12, 2010	Vendor	

**Mark Each TRUE Statement**

Contractor is on STARS  Contractor's Form W-9 is on file in Accounts

Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
430.00	88	110	21		
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2006	\$19,633,212.00				\$19,633,212.00
2007	\$19,633,212.00				\$19,633,212.00
2008	\$25,633,212.00				\$25,633,212.00
2009	\$41,333,212.00				\$41,333,212.00
2010	\$29,983,212.00				\$29,983,212.00
2011	\$8,850,000.65				\$8,850,000.65
<b>TOTAL:</b>	<b>\$145,066,060.65</b>				<b>\$145,066,060.65</b>

— COMPLETE FOR AMENDMENTS ONLY —			State Agency Fiscal Contact & Telephone #
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	
2006	\$19,633,212.00		Ron McDermitt (615)741-8985
2007	\$19,633,212.00		<b>State Agency Budget Officer Approval</b> 
2008	\$25,633,212.00		
2009	\$25,833,212.00	\$15,500,000.00	<b>Funding Certification</b> (certification, required by T.C.A., § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)  DEC 22 2008
2010	\$5,733,212.00	\$24,250,000.00	
2011	\$1,700,000.65	\$7,150,000.00	
<b>TOTAL:</b>	<b>\$98,166,060.65</b>	<b>\$46,900,000.00</b>	
<b>End Date:</b>	<b>09-12-2010</b>	<b>09-12-2010</b>	

**Contractor Ownership** (complete for ALL base contracts— N/A to amendments or delegated authorities)

African American     Person w/ Disability     Hispanic     Small Business     Government  
 Asian     Female     Native American     NOT Minority/Disadvantaged     Other

**Contractor Selection Method** (complete for ALL base contracts— N/A to amendments or delegated authorities)

RFP     Competitive Negotiation \*     Alternative Competitive Method \*  
 Non-Competitive Negotiation \*     Negotiation w/ Government (ID, GG, GU)     Other \*

\* Procurement Process Summary (complete for selection by Non-Competitive Negotiation, Competitive Negotiation, OR Alternative Method)

OCR  
 DEC 19 2008  
 RECEIVED

# REQUEST: NON-COMPETITIVE AMENDMENT

APPROVED

Commissioner of Finance & Administration

Date:

EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED.

1) RFS #	430.00 - 002	
2) State Agency Name :	Transportation	
<b>EXISTING CONTRACT INFORMATON</b>		
3) Service Caption :	Provide fuel products, motor oil and other automotive goods and services for state agencies using the Fuelman fleet credit card.	
4) Contractor :	FleetCor Technologies Operating Co., LLC	
5) Contract #	FA-06-16487-00	
6) Contract Start Date :		September 12, 2005
7) <u>Current</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :		September 12, 2010
8) <u>Current</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :		\$98,166,060.65
<b>PROPOSED AMENDMENT INFORMATON</b>		
9) <u>Proposed</u> Amendment #		1
10) <u>Proposed</u> Amendment Effective Date : (attached explanation required if date is < 60 days after F&A receipt)		February 2, 2009
11) <u>Proposed</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :		September 12, 2010
12) <u>Proposed</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :		\$145,066,060.65
13) Approval Criteria : (select one)	<input checked="" type="checkbox"/>	use of Non-Competitive Negotiation is in the best interest of the state
	<input type="checkbox"/>	only one uniquely qualified service provider able to provide the service
14) Description of the Proposed Amendment Effects & Any Additional Service :		
The proposed amendment will increase the funding for this contract which state agencies rely on to operate their vehicles in performing their duties.		
15) Explanation of Need for the Proposed Amendment :		

Due to the increases in fuel costs, there is not sufficient funding to continue the contract until 2010.

**16) Name & Address of Contractor's Current Principal Owner(s) :**  
(not required if proposed contractor is a state education institution)

Fleetcor Technologies Operating Co., LLC, 655 Engineering Drive, Suite 300, Norcross, Georgia 30092

**17) Documentation of Office for Information Resources Endorsement :**  
(required only if the subject service involves information technology; N/A to THDA requests)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

**18) Documentation of Department of Personnel Endorsement :**  
(required only if the subject service involves training for state employees)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

**19) Documentation of State Architect Endorsement :**  
(required only if the subject service involves construction or real property related services)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

**20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :**

This was procured through the RFP process and there were no additional efforts made. This is to insure that there is sufficient funding for this contract.

**21) Justification for the Proposed Non-Competitive Amendment :**

The proposer bid a margin per gallon and that is still in effect. Since this contract began, the average rack price has gone up more than we anticipated. This amendment will allow funding through the expiration date.

**REQUESTING AGENCY HEAD SIGNATURE & DATE :**

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)



NOV 24 2008

Agency Head Signature

Date

**AMENDMENT NUMBER 1  
TO FA-06-16487-00**

This Contract Amendment is made and entered by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and FleetCor Technologies Operating Company, LLC, hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

1. The text of Contract Section C.1., Maximum Liability, is deleted in its entirety and replaced with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed one hundred forty five million sixty six thousand sixty dollars and sixty five cents (\$145,066,060.65). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

2. The following provision is added as Contract Section D.19., Prohibition of Illegal Immigrants:

D.19. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 3, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials

upon request.

- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
- d. The Contractor understands and agrees that failure to comply will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.

3. The following provision is added as Contract Section E.16., Voluntary Buyout Program:

E.16. Voluntary Buyout Program. The contractor acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.

- a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.
- b. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Contractor understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State contractor would not be appropriate, and in such cases the State may refuse Contractor personnel. Inasmuch, it shall be the responsibility of the State to review Contractor personnel to identify any such issues.
- c. With reference to either subsection a. or b. above, a contractor may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the VBP Contracting Restriction Waiver Request format available from the State and the Internet at: [www.state.tn.us/finance/rds/ocr/waiver.html](http://www.state.tn.us/finance/rds/ocr/waiver.html). The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.

4. Contract Attachment 3, Attestation Re Personnel Used In Contract Performance,



### ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	FA-06-16487-00
CONTRACTOR LEGAL ENTITY NAME:	FleetCor Technologies Operating Co.,LLC
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	721074903-00

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.




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CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

Ken Greenway, President - Fuelman

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PRINTED NAME AND TITLE OF SIGNATORY

12/10/2008

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DATE OF ATTESTATION

**Supplemental Documentation Required for  
Fiscal Review Committee**

*Contact Name:	Ron McDermitt	*Contact Phone:	(615)741-8985		
*Contract Number:	FA-06-16487-00	*RFS Number:	430.00-002		
*Original Contract Begin Date:	09-12-2005	*Current End Date:	09-12-2010		
Current Request Amendment Number: <i>(if applicable)</i>	1				
Proposed Amendment Effective Date: <i>(if applicable)</i>	02-02-2009				
*Department Submitting:	Transportation				
*Division:	Finance				
*Date Submitted:					
*Submitted Within Sixty (60) days: <i>If not, explain:</i>					
*Contract Vendor Name:	721074903-00				
*Current Maximum Liability:	\$98,166,060.65				
<b>*Current Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i></b>					
FY: 2006	FY: 2007	FY: 2008	FY: 2009	FY: 2010	FY: 2011
\$19,633,212	\$19,633,212	\$25,633,212	\$16,333,212	\$13,233,212	\$3,400,000.65
<b>*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from STARS or FDAS report)</i></b>					
FY: 2006	FY: 2007	FY: 2008	FY: 2009	FY	FY
\$16,296,579	\$20,693,390	\$23,154,164	\$10,389,375	\$	\$
<b>IF</b> Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			The contract began in FY 06. With fluctuating fuel prices, we were not sure of our fiscal needs and there were extra funds put in that year. We used the surplus to fund FY 07 which had expenses greater than the allocation. In FY 08 we were experiencing greater expenses than the allocation. We executed a revised Contract Summary Sheet and moved future funding back to FY 08. The surplus was then carried into FY 09 to meet even higher expenses. The contract allows us to carry funds forward.		
<b>IF</b> surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			See explanation above.		
<b>IF</b> Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:			See explanation above.		

Supplemental Documentation Required for  
Fiscal Review Committee

*Contract Funding Source/Amount:	State:	\$98,166,060.65	Federal:	
Interdepartmental:			Other:	
If "other" please define:				
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>		
Method of Original Award: <i>(if applicable)</i>				

# Vendor Contract Payments by Dept

REPORT FILTER:

{Vendor Disbursements} <> 0) And ({Reference Document} ({Reference Number}) = "FA0616487")

Department Number	Funding Year	2006	2007	2008	2009	Total
	Department Title	Vendor Disbursements				
321	DEPARTMENT OF GENERAL SERVICES	8,379,628.11	10,337,171.66	10,667,113.04	5,824,657.51	35,208,570.32
323	DEPARTMENT OF VETERANS AFFAIRS	1,021.93	3,874.45	4,095.16	1,951.01	10,942.55
325	DEPARTMENT OF AGRICULTURE	12,659.32	20,502.71	22,667.08	3,976.37	59,805.48
326	DEPARTMENT OF TOURIST DEVELOPMENT		2,817.46	5,783.31	1,413.58	10,014.35
327	DEPT OF ENVIRONMENT AND CONSERVATION	14,302.18	15,122.18	26,655.17	18,229.48	74,309.01
329	DEPARTMENT OF CORRECTION	12,061.28	15,839.71	17,173.88	5,283.15	50,358.02
345	DEPARTMENT OF HUMAN SERVICES	112.39	136.11			248.50
430	EQUIPMENT ADMINISTRATION	5,985,251.56	7,947,263.89	9,250,652.45	3,530,321.11	26,713,489.01
501	FACILITIES REVOLVING FUND	1,726.39	1,343.07	1,738.53	855.04	5,663.03
<b>Total</b>		<b>14,406,763.16</b>	<b>18,344,071.24</b>	<b>19,995,878.62</b>	<b>9,386,687.25</b>	<b>62,133,400.27</b>

**Purchases on the Statewide Fuelman Contract by Cash Paying Agencies  
Not Part of Finance and Administration's System**

MONTH	FY 2005-06	FY 2006-07	FY 2007-08	FY 2008-09	TOTAL
JULY		\$221,813.55	\$222,082.12	\$353,930.00	\$797,825.67
AUGUST		\$241,755.60	\$227,030.58	\$318,715.04	\$787,501.22
SEPTEMBER	\$235,972.82	\$163,939.15	\$217,554.13	\$330,042.58	\$947,508.68
OCTOBER	\$201,593.08	\$175,709.34	\$255,310.57		\$632,612.99
NOVEMBER	\$155,012.95	\$160,730.66	\$243,153.63		\$558,897.24
DECEMBER	\$142,946.74	\$147,876.72	\$205,563.04		\$496,386.50
JANUARY	\$172,895.44	\$157,888.39	\$243,600.55		\$574,384.38
FEBRUARY	\$156,858.63	\$162,864.50	\$254,357.85		\$574,080.98
MARCH	\$163,931.88	\$213,862.69	\$280,157.69		\$657,952.26
APRIL	\$216,820.77	\$226,804.65	\$325,591.49		\$769,216.91
MAY	\$220,828.13	\$249,236.61	\$334,145.37		\$804,210.11
JUNE	\$222,955.09	\$226,837.46	\$349,738.28		\$799,530.83
	<u>\$1,889,815.53</u>	<u>\$2,349,319.32</u>	<u>\$3,158,285.30</u>	<u>\$1,002,687.62</u>	<u>\$8,400,107.77</u>

**Calculation of Contract Ceiling Amount Resulting from Contract Awarded Bid Figures**  
**RFP 430.00-002**

<u>Product</u>	<u>OPIS Price</u>	<u>Margin or Cost Bid</u>	<u>Total Price</u>	X	<u>Estimated Quantity</u>	=	<u>Total Dollar Amount</u>
(1) Regular Unleaded (Retail)	1.6934	0.1390	1.8324		18,317,129		33,564,307.18
(2) Regular Unleaded (Consignment)	1.6934	0.1090	1.8024		6,105,710		11,004,931.70
(3) Unleaded Plus (Retail)	1.7424	0.1390	1.8814		4,186,772		7,876,992.84
(4) Unleaded Plus (Consignment)	1.7424	0.1090	1.8514		1,046,693		1,937,847.42
(5) Premium Unleaded (Retail)	1.8233	0.1490	1.9723		4,186,772		8,257,570.42
(6) Premium Unleaded (Consignment)	1.8233	0.1290	1.9523		1,046,693		2,043,458.74
(7) Number 2 Diesel (Retail)	1.7285	0.1390	1.8675		7,886,977		14,728,929.55
(8) Number 2 Diesel (Consignment)	1.7285	0.1090	1.8375		2,628,992		4,830,772.80
(9) E85 (Retail)	2.072	0.1290	2.201		50,000		110,050.00
(10) E85 (Consignment)	2.072	0.1090	2.181		50,000		109,050.00
(11) B20 (Retail)	2.0025	0.1290	2.1315		50,000		106,575.00
(12) B20 (Consignment)	2.0025	0.1090	2.1115		50,000		105,575.00
(13) Freight on Alternative Fuel			0.11		200,000		22,000.00
(14) Oil Changes - Year 1			32.00		20,000		640,000.00
Oil Changes - Year 2			33.00		20,000		660,000.00
Oil Changes - Year 3			34.00		20,000		680,000.00

**Calculation of Contract Ceiling Amount Resulting from Contract Awarded Bid Figures**  
RFP 430.00-002

<u>Product</u>	<u>OPIS Price</u>	<u>Margin or Cost Bid</u>	<u>Total Price</u>	X	<u>Estimated Quantity</u>	=	<u>Total Dollar Amount</u>
Oil Changes - Year 4			35.00		20,000		700,000.00
Oil Changes - Year 5			36.00		20,000		720,000.00
(15) Standard Wash - Year 1			8.00		28,800		230,400.00
Standard Wash - Year 2			8.50		28,800		244,800.00
Standard Wash - Year 3			9.00		28,800		259,200.00
Standard Wash - Year 4			9.50		28,800		273,600.00
Standard Wash - Year 5			10.00		28,800		288,000.00
(16) Deluxe Wash - Year 1			14.00		28,800		403,200.00
Deluxe Wash - Year 2			14.50		28,800		417,600.00
Deluxe Wash - Year 3			15.00		28,800		432,000.00
Deluxe Wash - Year 4			15.50		28,800		446,400.00
Deluxe Wash - Year 5			16.00		28,800		460,800.00
(17) Premium Wash - Year 1			20.00		14,400		288,000.00
Premium Wash - Year 2			20.50		14,400		295,200.00
Premium Wash - Year 3			21.00		14,400		302,400.00

**Calculation of Contract Ceiling Amount Resulting from Contract Awarded Bid Figures**  
**RFP 430.00-002**

<u>Product</u>	<u>OPIS Price</u>	<u>Margin or Cost Bid</u>	<u>Total Price</u>	X	<u>Estimated Quantity</u>	=	<u>Total Dollar Amount</u>
Premium Wash - Year 4			21.50		14,400		309,600.00
Premium Wash - Year 5			22.00		14,400		316,800.00
(18) Amount for Other Automotive Parts and Services (\$85,000 x 60 months)					5,100,000		5,100,000.00
			<b>Total Amount</b>				<b>98,166,060.65</b>
			<b>Amount for Inflation 0%</b>				<b>0.00</b>
			<b>Total Amount for Contract</b>				<b>98,166,060.65</b>

**FUEL PRICES FOR WEEK OF JULY 11- 17, 2005**  
**PRICES USED TO CALCULATE CONTRACT CEILING FOR NEW CONTRACT**  
**RFP 430.00-002**

	1	2	3	4	5	6	AVG
Regular Unleaded	1.6722	1.6739	1.7033	1.7242			1.6934
Plus Unleaded	1.7209	1.7219	1.7551	1.7716			1.7424
Premium Unleaded	1.7995	1.8029	1.8379	1.8528			1.8233
Diesel	1.7235	1.7214	1.7280	1.7410			1.7285
E85					2.0720		2.0720
B20						2.0025	2.0025

rack 1 = Knoxville  
 rack 2 = Chattanooga  
 rack 3 = Nashville  
 rack 4 = Memphis  
 rack 5 = Louisville, KY  
 rack 6 = Cincinnati, OH

Source: OPIS Fuel Ethanol & Biodiesel Rpt, Vol 2, issue 29

**Analysis of Contract Ceiling Amount Using Current Pricing**  
**RFP 430.00-002**

<u>Product</u>	<u>OPIS Price</u>	<u>Margin or Cost Bid</u>	<u>Total Price</u>	X	<u>Estimated Quantity</u>	=	<u>Total Dollar Amount</u>
(1) Regular Unleaded (Retail)	2.9675	0.1390	3.1065		18,317,129		56,902,161.24
(2) Regular Unleaded (Consignment)	2.9675	0.1090	3.0765		6,105,710		18,784,216.82
(3) Unleaded Plus (Retail)	3.0619	0.1390	3.2009		4,186,772		13,401,438.49
(4) Unleaded Plus (Consignment)	3.0619	0.1090	3.1709		1,046,693		3,318,958.83
(5) Premium Unleaded (Retail)	3.2112	0.1490	3.3602		4,186,772		14,068,391.27
(6) Premium Unleaded (Consignment)	3.2112	0.1290	3.3402		1,046,693		3,496,163.96
(7) Number 2 Diesel (Retail)	3.2419	0.1390	3.3809		7,886,977		26,665,080.54
(8) Number 2 Diesel (Consignment)	3.2419	0.1090	3.3509		2,628,992		8,809,489.29
(9) E85 (Retail)	2.1809	0.1290	2.3099		50,000		115,495.00
(10) E85 (Consignment)	2.1809	0.1090	2.2899		50,000		114,495.00
(11) B20 (Retail)	3.3812	0.1290	3.5102		50,000		175,510.00
(12) B20 (Consignment)	3.3812	0.1090	3.4902		50,000		174,510.00
(13) Freight on Alternative Fuel			0.11		200,000		22,000.00
(14) Oil Changes - Year 1			32.00		20,000		640,000.00
Oil Changes - Year 2			33.00		20,000		660,000.00
Oil Changes - Year 3			34.00		20,000		680,000.00

**Analysis of Contract Ceiling Amount Using Current Pricing**  
**RFP 430.00-002**

<u>Product</u>	<u>OPIS Price</u>	<u>Margin or Cost Bid</u>	<u>Total Price</u>	X	<u>Estimated Quantity</u>	=	<u>Total Dollar Amount</u>
Oil Changes - Year 4			35.00		20,000		700,000.00
Oil Changes - Year 5			36.00		20,000		720,000.00
(15) Standard Wash - Year 1			8.00		28,800		230,400.00
Standard Wash - Year 2			8.50		28,800		244,800.00
Standard Wash - Year 3			9.00		28,800		259,200.00
Standard Wash - Year 4			9.50		28,800		273,600.00
Standard Wash - Year 5			10.00		28,800		288,000.00
(16) Deluxe Wash - Year 1			14.00		28,800		403,200.00
Deluxe Wash - Year 2			14.50		28,800		417,600.00
Deluxe Wash - Year 3			15.00		28,800		432,000.00
Deluxe Wash - Year 4			15.50		28,800		446,400.00
Deluxe Wash - Year 5			16.00		28,800		460,800.00
(17) Premium Wash - Year 1			20.00		14,400		288,000.00
Premium Wash - Year 2			20.50		14,400		295,200.00
Premium Wash - Year 3			21.00		14,400		302,400.00

**Analysis of Contract Ceiling Amount Using Current Pricing**  
**RFP 430.00-002**

<u>Product</u>	<u>OPIS Price</u>	<u>Margin or Cost Bid</u>	<u>Total Price</u>	X	<u>Estimated Quantity</u>	=	<u>Total Dollar Amount</u>
Premium Wash - Year 4			21.50		14,400		309,600.00
Premium Wash - Year 5			22.00		14,400		316,800.00
(18) Amount for Other Automotive Parts and Services (\$85,000 x 60 months)					5,100,000		5,100,000.00
			Total Amount				159,515,910.45
			Amount for Inflation 0%				0.00
			Total Amount for Contract				159,515,910.45

**FUEL PRICES FOR WEEK OF SEPTEMBER 22 - 28, 2008**  
**PRICES USED TO COMPARE WITH ORIGINAL CONTRACT CEILING**  
**RFP 430.00-002**

	1	2	3	4	5	AVG
Regular Unleaded	2.9943	2.9804	2.9833	2.9119		2.9675
Plus Unleaded	3.0833	3.0637	3.0762	3.0245		3.0619
Premium Unleaded	3.2347	3.2137	3.2379	3.1583		3.2112
Diesel	3.2348	3.2338	3.2494	3.2496		3.2419
E85					2.1809	2.1809
B20 *	3.3773	3.3773	3.3838	3.3862		3.3812

rack 1 = Knoxville  
 rack 2 = Chattanooga  
 rack 3 = Nashville  
 rack 4 = Memphis  
 rack 5 = Louisville, KY

\* B20 price calculated using the Cincinnati Ohio rack price for Biodiesel and the applicable city rack price for diesel.

Source: OPIS Fuel Ethanol & Biodiesel Rpt, Vol 28, issue 39

**Calculation of Percentage of Change**

Product	OPIS Price Sep-05	OPIS Price Sep-08	Change	Percentage
Regular Unleaded (Retail)	1.6934	2.9675	1.2741	0.75239164
Regular Unleaded (Consignment)	1.6934	2.9675	1.2741	0.75239164
Unleaded Plus (Retail)	1.7424	3.0619	1.3195	0.7572888
Unleaded Plus (Consignment)	1.7424	3.0619	1.3195	0.7572888
Premium Unleaded (Retail)	1.8233	3.2112	1.3879	0.76120222
Premium Unleaded (Consignment)	1.8233	3.2112	1.3879	0.76120222
Number 2 Diesel (Retail)	1.7285	3.2419	1.5134	0.87555684
Number 2 Diesel (Consignment)	1.7285	3.2419	1.5134	0.87555684
E85 (Retail)	2.072	2.1809	0.1089	0.05255792
E85 (Consignment)	2.072	2.1809	0.1089	0.05255792
B20 (Retail)	2.0025	3.3812	1.3787	0.68848939
B20 (Consignment)	2.0025	3.3812	1.3787	0.68848939
				<u>7.77497359</u>
			AVERAGE	0.64791447

FA-06-16487-00

**CONTRACT SUMMARY SHEET**

<b>RFS Number:</b>	430.00 - 002	<b>Contract Number:</b>	FA-06-16487-00
<b>State Agency:</b>	Transportation	<b>Division:</b>	Finance
<b>Contractor</b>		<b>Contractor Identification Number</b>	
FleetCor Technologies Operating Co., LLC		<input checked="" type="checkbox"/> V- <input type="checkbox"/> C-	721074903 - 00

**Service Description**

To provide a fuel card to purchase gasoline, diesel fuel, oil changes, car washes, and other automotive services at various retail locations. In addition, provide gasoline and diesel fuel for existing TDOT fueling facilities.

<b>Contract Begin Date</b>	<b>Contract End Date</b>
September 12, 2005	September 12, 2010

<b>Allotment Code</b>	<b>Cost Center</b>	<b>Object Code</b>	<b>Fund</b>	<b>Grant</b>	<b>Grant Code</b>	<b>Subgrant Code</b>
430.00	88	110	21	<input type="checkbox"/> on STARS		

FY	State Funds	Federal Funds	Interdepartmental Funds	Other Funding	Total Contract Amount (including ALL amendments)
2006	\$19,633,212.00				\$19,633,212.00
2007	\$19,633,212.00				\$19,633,212.00
2008	\$19,633,212.00				\$19,633,212.00
2009	\$19,633,212.00				\$19,633,212.00
2010	\$15,633,212.00				\$15,633,212.00
2011	\$4,000,000.65				\$4,000,000.65
<b>Total:</b>	\$98,166,060.65				\$98,166,060.65

<b>CFDA #</b>		<b>Check the box ONLY if the answer is YES:</b>	
<b>State Fiscal Contact</b>		<b>Is the Contractor a SUBRECIPIENT? (per OMB A-133)</b>	
<b>Name:</b>	Kathie Arwood	<b>Is the Contractor a VENDOR? (per OMB A-133)</b>	X
<b>Address:</b>	Suite 800, James K. Polk Bldg.	<b>Is the Fiscal Year Funding STRICTLY LIMITED?</b>	
<b>Phone:</b>	741-2498	<b>Is the Contractor on STARS?</b>	X
<b>Procuring Agency Budget Officer Approval Signature</b>		<b>Is the Contractor's FORM W-9 ATTACHED?</b>	
<i>Neal Ham</i>		<b>Is the Contractors Form W-9 Filed with Accounts?</b>	X

COMPLETE FOR ALL AMENDMENTS (only)		
	Base Contract & Prior Amendments	This Amendment ONLY
<b>END DATE →</b>		
FY:		
FY:		
FY:		AUG 0 2005
FY:		
<b>Total:</b>		

Pursuant to T.C.A., Section 9-6-113, I, M. D. Goetz, Jr., Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.

**PROCESSED**  
AUG 3 11 2005  
**DIRECTOR OF ACCOUNTS**

**RECEIVED**  
AUG 12 AM 10:34  
COMPTROLLER'S OFFICE  
OFFICE OF MANAGEMENT SERVICES

**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF TRANSPORTATION  
AND  
FLEETCOR TECHNOLOGIES OPERATING COMPANY, LLC**

This Contract, by and between the State of Tennessee, DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "State" and FleetCor Technologies Operating Company, LLC, hereinafter referred to as the "Contractor," is for the provision of gasoline, diesel and maintenance for state vehicles, as further defined in the "SCOPE OF SERVICES."

The Contractor is A LIMITED LIABILITY COMPANY. The Contractor's address is:

655 Engineering Drive, Suite 300, Norcross, Georgia 30092

The Contractor's place of incorporation or organization is the State of Delaware.

A. SCOPE OF SERVICES:

- A.1. The State shall enter into an agreement to purchase regular unleaded gasoline (87-88 octane), unleaded plus gasoline (89-90 octane), premium gasoline (91 octane and higher) and diesel fuel (ASTM Number 2D, low sulfur, summer and winter specifications as appropriate) from the Contractor. In addition to fuel products purchased with the fleet credit card, this agreement includes the purchase, using the same fleet credit card, of oil changes (includes draining old oil, replacing oil using appropriate grade for vehicle, replacement of oil filter, lubrication of chassis as needed, inspection and top-off of brake fluid, automatic transmission fluid, power steering fluid and windshield fluid), car washes (*Standard Wash* which consists of exterior wash only; *Deluxe wash* including exterior wash, vacuuming and tire dressing; *Premium Car Wash* including exterior wash, vacuuming, tire dressing and window cleaning) and other automotive parts and/or services necessary for the safe operation of the vehicle. These products will be made available for purchase at retail locations across the entire state using a fleet credit card.

Automotive services referenced above include, but are not limited to; batteries, fuel filters, sparkplugs, fuel additives, motor oil, all automotive hoses, all automotive belts, auto bulbs, distributor caps, ignition cables, auto fuses, head lamps, brake repair, radiator repair and automotive fluids. All parts and/or services must be installed or performed on the vehicle at the time of purchase. All fuel products, oil changes, car washes, and other automotive parts and services covered under this contract will be purchased by the State at various retail locations within all 95 counties of the State. All special offers or discounts offered to the general public for automotive parts and services are to be made available by the Contractor for state vehicles.

Automotive services further include roadside assistance. These services may consist of, but are not limited to; installing existing spare tire, repairing a flat tire or tire replacement, delivering cans of fuel, providing jump-start service and lock smith service and towing of state vehicles from an accident or road-side break-down or to assist a vehicle stuck in a ditch, mud or snow.

The State has a separate state-wide contract for tires. The purchase of tires is not allowed except in emergency situations where the purchase does not exceed 2 tires or \$200.

- A.2. The State shall purchase on a consignment basis regular unleaded gas and number 2 diesel (low sulfur) at existing TDOT automated fuel locations. The Contractor will place regular unleaded gasoline and number 2 diesel (low sulfur) in the fuel storage facilities at existing TDOT automated sites. The Contractor will be reimbursed as fuel is issued to state vehicles and after an invoice, which is reconcilable to the electronic transmission of data, is submitted to the State requesting reimbursement for the fuel products issued. The TDOT locations include: Johnson City, Morristown, Newport, LaFollette, Harriman, Knoxville (both region and district location), ~~Ducktown~~, Dunlap, Crossville, Cookeville, ~~Gainesboro~~, Sparta, Tullahoma, Chattanooga (both region and district location), ~~Dun~~, Gallatin, Clarksville, Lewisburg, McEwen, Lawrenceburg, Nashville (both region and district location), McKenzie, Newbern, Bethel Springs, Arlington and Jackson (both region and district location).

Other State agencies operating fuel locations shall be able to obtain various grades of unleaded gasoline and Number 2 diesel (low sulfur) under this contract. Other agency sites currently automated and requiring fuel under this contract include: Arlington Developmental Center, Fort Pillow Correctional Facility, Tennessee State University and the Department of Safety facilities located on Foster Avenue, Ezell Pike, and Fall Branch. For the fuel at state locations on a consignment basis, the State will reimburse the Contractor for the fuel based on issues as authorized by the State. The Contractor shall be responsible for installing electronic devices to record necessary data at these locations.

- A.3. The Contractor shall be responsible for providing all of the above referenced products to all State of Tennessee vehicles for any state agency which desires to purchase said products at the prices specified in the contract. The Contractor shall be responsible for billing each individual State of Tennessee agency on a separate billing statement. It will be the responsibility of each State of Tennessee agency to furnish the Contractor a listing of its vehicles, which will be authorized to obtain fuel under the terms of this contract. Each State of Tennessee agency shall be responsible for designating a contact person for said agency. It will be the responsibility of each individual State of Tennessee agency to provide the Contractor a listing of any additional accounting information and associated specifications that may be required to meet the needs of said agency's accounting system.
- A.4. All fleet fueling cards are to have an initial default setting of \$200 for automotive services per transaction or billing cycle. Higher or lower credit limits may be established by a department or state agency by submitting a written request to the contractor. Vehicle operators can make purchases up to the limits and restrictions placed on the card.
- A.5. The State reserves the right to approve purchases above card default settings, on a case-by-case basis, by providing the contractor with an authorization number (i.e., approval to override card settings). Each agency will designate in writing the names of personnel that may set credit limits and/or approve purchases exceeding card limits. The agency will be responsible for issuing their own authorization numbers and to record and monitor such purchases. This authorization must come from the state agency that has ownership of the vehicle, and not a Lessee if the vehicle is leased.
- A.6. The Contractor shall terminate credit cards issued under this agreement within one business day of notification by the State. The credit card issued must be uniform in

appearance and the size of imprinted characters on the card must be acceptable to the Department of Transportation and Department of General Services Motor Vehicle Management. Each card issued will identify which license tag number, department, and fuel product it is valid for. Also, each card is to include an abbreviated description of the vehicle (04 Chev PU, for example).

- A.7. The Contractor shall provide the necessary data collection and accounting needed to maintain the State's current records and accounting system, Magnetic-Stripe cards, card readers, software, and other appurtenances necessary to provide an entirely electronic flow of data between the Contractor and the State shall be the responsibility of the Contractor. The contractor assumes all responsibility for meeting the accounting and computer system requirements of the Department of Transportation and Department of General Services Motor Vehicle Management to assure the proper collection and timely transfer of data. Other agencies may have different requirements. The Contractor shall assume the responsibility for meeting these requirements as well. The information is to be furnished by the Contractor to the State in a timeframe as shown in Section A.9 of the Pro Forma Contract.
- A.8. The Contractor shall instruct the State's users of the service in its proper use initially and at periodic intervals in the future as the State deems appropriate.
- A.9. The information shown below will be collected by the Contractor and supplied to the Department of Transportation and to the Department of General Services Motor Vehicle Management (MVM) for their respective purchases. This information is to be furnished on a weekly basis by electronic transfer in a manner acceptable to the State. (TDOT and MVM currently receive the information by FTP file (File Transfer Protocol) to the State's Server. Other agencies may prefer a text file sent by e-mail.) The data should be for transactions occurring on Monday through the following Sunday, which coincides with the applicable OPIS rate plus the applied profit margin.

ELECTRONIC RECORD

<u>ITEM</u>	<u>MAXIMUM LENGTH</u>	<u>FORMAT</u>
Transaction Document Number	9	Alpha / Numeric
Date of Transaction	6	YYMMDD
Vehicle License Number	6	Alpha / Numeric
Vehicle Odometer	6	999,999
Product Code	3	Alpha / Numeric
Product Quantity	9	999,999.999
Product Amount (Amt. of Purchase)	8	999,999.99
Location Identifying Number	8	Alpha / Numeric
County Number	2	Numeric
Character Denoting Consignment or Retail Sale	1	Alpha

Information such as time of transaction, fuel grade, credit card number(s), employee name or number and vehicle department number must also be supplied to the State.

- A.10 Upon receipt of the invoice for the previous calendar month's transactions and its reconciliation to the accumulated weekly billings, the Contractor will be reimbursed for the total petroleum and other automotive goods and services purchased during the

month. The Contractor's invoice is to list separately, amounts due for fuel, automotive goods and services and taxes (if any).

- A.11 The invoice amount for fuel must be supported by a printed report listing total gallons and dollar amount of purchases by day for each fuel type and fuel grade (Daily Recap). The printed report must be reconcilable to the electronic transmissions made during the month and to the invoice.

Additionally, the Contractor is to provide two (2) copies of a printed report listing all purchases made during the month sorted by department number, license number and date.

- A.12. Each agency reserves the right to reject acceptance of the electronic transfer of data if it contains "significant" pricing errors. This should be limited to situations where errors are global in nature and individual correction is not feasible. The Contractor must resubmit the data with correct prices before proceeding with the transfer for the next billing cycle.

- A.13. The Contractor shall provide magnetic-stripe cards and maps or site directories acceptable to the State with directions to the sites where the above described fuel products and other automotive goods and services may be obtained. The Contractor shall provide the State with at least 12,000 copies of the maps or site directories in a format acceptable to the State. Approximately 15,000 State vehicles from the different State agencies will require the magnetic-stripe cards for purchasing fuel products and other automotive goods and/or services. The State will need the maps or site directories by the contract execution date. Updates of the maps or site directories are to be furnished to the State at least quarterly. The magnetic-stripe cards will be needed in a timeframe, which coincides with the implementation timeframe submitted as part of the bidder's technical proposal.

- A.14. During the contract period, as the different State agencies require additional magnetic-strip cards or replacement cards, the Contractor will be required to furnish cards in a timely manner. In normal situations the Contractor will be expected to deliver cards within one (1) business day of the request. The Contractor will not be reimbursed for making new cards or for overnight shipping, but instead, the cost of such service will be included in the margin bid for supplying fuel.

Cards for the Department of Transportation are to be delivered to:

Finance Office – Cost Accounting Section  
Suite 800, James K. Polk Building  
Nashville, Tennessee 37243-0329

And cards for the Department of General Services Motor Vehicle Management are to be delivered to:

Vehicle Assignment Section  
2200 Charlotte Ave,  
Nashville, TN 37243-0552

- A.15. The Contractor shall provide signage at all retail locations providing fuel products and other automotive goods and/or services, which indicates availability for State vehicles. These signs shall be uniform in size, color, shape and content, and shall meet the approval of the State. The Contractor shall be exempted from this signage requirement

where ordinances, permitting, regulations, or business practices of a retailer prohibit the display of such language.

- A.16. The Contractor shall provide measures to insure that the State will not experience interruption of fuel services in any county due to extended power outages, tank removal and/or replacement, tank leakage, etc. The methods used by the Contractor to insure against such interruption must be acceptable to the State.
- A.17. The Contractor shall designate an individual that will manage this contract and will be the focal point for questions and to resolve problems. The individual designated to manage the contract must be available in person or by phone during normal business hours.
- A.18. The State, as owner of the underground storage tanks, connected underground piping, ancillary equipment and any containment system, shall assume the responsibility for compliance with current and future federal, state and local laws and regulations relating to the fuel dispensing equipment and/or the operator of the system. Upon request from the Contractor, the State will provide proof of registration of the fuel dispensing equipment and compliance by the State with applicable federal, state, and local laws and regulation pertaining to the fuel dispensing system.
- A.19. The Contractor, as supplier of the fuel, shall assume the responsibility for compliance with current and future federal, state and local laws and regulations relating to fuel requirements. Diesel supplied to consignment locations must include additives normally found at retail locations, such as additives to prevent the gelling of fuel in cold weather conditions.

B. CONTRACT TERM:

- B.1. Contract Term. This Contract shall be effective for the period commencing on **September 12, 2005** and ending on **September 12, 2010**. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed ninety eight million one hundred sixty six thousand sixty dollars and sixty five cents (\$98,166,060.65). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The Service Rates and the Maximum Liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A. The Contractor shall be compensated based upon the following Service Rates:

### Fuel Purchased at Retail Locations

- **Regular Unleaded Gasoline** (87-88 Octane) - OPIS Gross Average "Rack Price" as published in the OPIS Newsletter for the close of business (4:30 pm central time) on Thursday of each week for the following "Rack" locations in Tennessee: Chattanooga, TN, Knoxville, TN, Memphis, TN and Nashville, TN plus \$0.139 per gallon.
- **Unleaded Plus Gasoline** (89-90 Octane) - OPIS Gross Average "Rack Price" as published in the OPIS Newsletter for the close of business (4:30 pm central time) on Thursday of each week for the following "Rack" locations in Tennessee: Chattanooga, TN, Knoxville, TN, Memphis, TN, and Nashville, TN plus \$0.139 per gallon.
- **Premium Unleaded Gasoline** (91 and above Octane) - Gross Average "Rack Price" as published in the OPIS Newsletter for the close of business (4:30 pm central time) on Thursday of each week for the following "Rack" locations in Tennessee: Chattanooga, TN, Knoxville, TN, Memphis, TN, and Nashville, TN plus \$0.149 per gallon.
- **Number 2 Diesel Fuel** (Low Sulfur) - OPIS Gross Average "Rack Price" as published in the OPIS Newsletter for the close of business (4:30 pm central time) on Thursday of each week for the following "Rack" locations in Tennessee: Chattanooga, TN, Knoxville, TN, Memphis, TN, and Nashville, TN plus \$0.139 per gallon.
- **E-85 Alternative Fuel Gasoline**<sup>1</sup> - OPIS Gross Average "Rack Price" as published in the OPIS Newsletter for the close of business (4:30 pm central time) on Thursday of each week for the Louisville, Kentucky rack location, plus a margin of \$0.129 per gallon and freight cost per gallon (determined below).
- **B20 Biodiesel Fuel**<sup>2</sup> - OPIS Gross Average "Rack Price" as published in the OPIS Newsletter for the close of business (4:30 pm central time) on Thursday of each week for the rack nearest the location selling the product, plus a margin of \$0.129 per gallon and freight cost per gallon. If the location lists a B100 price but not a B20 price, the base price of the B20 shall be calculated based on the percentage of B100 (biodiesel) and percentage of petroleum diesel in the blend.

### Fuel Purchased on Consignment Basis at Existing TDOT Fuel Locations

- **Regular Unleaded Gasoline** (87-88 Octane) - OPIS Gross Average "Rack Price" as published in the OPIS Newsletter for the close of business (4:30 pm central time) on Thursday of each week for the following "Rack" locations in Tennessee: Chattanooga, TN, Knoxville, TN, Memphis, TN, and Nashville, TN plus \$0.109 per gallon.
- **Unleaded Plus Gasoline** (89-90 Octane) - OPIS Gross Average "Rack Price" as published in the OPIS Newsletter for the close of business (4:30 pm central time) on Thursday of each week for the following "Rack" locations in Tennessee:

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<sup>1</sup> E-85 is defined as a blend of unleaded gasoline and ethanol, containing 70% to 85% alcohol content.

<sup>2</sup> B20 is defined as a blend of 80% petroleum diesel and 20% biodiesel.

Chattanooga, TN, Knoxville, TN, Memphis, TN, and Nashville, TN plus \$0.109 per gallon.

- **Premium Unleaded Gasoline** (91 and above Octane) - Gross Average "Rack Price" as published in the OPIS Newsletter for the close of business (4:30 pm central time) on Thursday of each week for the following "Rack" locations in Tennessee: Chattanooga, TN, Knoxville, TN, Memphis, TN, and Nashville, TN plus \$0.129 per gallon.
- **Number 2 Diesel** (Low Sulfur) - OPIS Gross Average "Rack Price" as published in the OPIS Newsletter for the close of business (4:30 pm central time) on Thursday of each week for the following "Rack" locations in Tennessee: Chattanooga, TN, Knoxville, TN, Memphis, TN, and Nashville, TN plus \$0.109 per gallon.
- **E-85 Alternative Fuel Gasoline** - OPIS Gross Average "Rack Price" as published in the OPIS Newsletter for the close of business (4:30 pm central time) on Thursday of each week for the Louisville, Kentucky rack location, plus a margin of \$0.109 per gallon and freight cost per gallon.
- **B20 Biodiesel Fuel** - OPIS Gross Average "Rack Price" as published in the OPIS Newsletter for the close of business (4:30 pm central time) on Thursday of each week for the rack location nearest the location selling the product, plus a margin of \$0.109 per gallon and freight cost per gallon.

Rack assignments for unleaded and diesel fuel locations in the State of Tennessee will be by county as shown in Attachment 1. The applicable OPIS Gross Average "Rack Price" will be used for invoicing transactions from the preceding Monday at 12:01 am central time through the following Sunday at 12:00 pm central time. Unleaded and diesel fuel purchases outside the State of Tennessee will be reimbursed at the applicable Memphis, TN "rack price" plus any applicable state taxes. Prices invoiced for the fuel products should agree with assigned "Rack Prices."

**Freight Charges – E-85 and B-20 Only**

In addition to a margin per gallon, the Contractor will be paid a freight charge per gallon on alternative fuel. Payment will be based on actual mileage from the source of supply to the site designation using the following formula as an index:

$$\text{Freight Costs} = \$0.110 \text{ per gallon} \quad X \quad \frac{\text{Delivery Miles}}{250 \text{ miles}}$$

Mileage will be from city to city by the most direct route shown on the official state map or that is published by Rand-McNally for states other than Tennessee. If the source of supply is located farther than the applicable rack, the mileage shall be limited from the applicable rack to the site designation.

**Oil Changes, Car Washes, and other Automotive Goods and/or Services**

Retail prices will be paid for oil changes and car washes not to exceed the maximum listed (ceiling prices) below for the particular year. The maximum includes all environmental fees, disposal fees and taxes. Prices apply to sedans, light trucks, vans and SUVs only. Oil changes and car washes for all other vehicles will be paid at retail prices.

(Ceiling prices, sedan, light truck, van and SUV only)

Item Description	Year 1 (9-12-05 to 9-10-06)	Year 2 (9-11-06 to 9-9-07)	Year 3 (9-10-07 to 9-7-08)	Year 4 (9-8-08 to 9-13-09)	Year 5 (9-14-09 to 9-12-10)
Oil Change	\$ 32.00	\$ 33.00	\$ 34.00	\$ 35.00	\$ 36.00
Standard Car Wash	\$ 8.00	\$ 8.50	\$ 9.00	\$ 9.50	\$ 10.00
Deluxe Car Wash	\$ 14.00	\$ 14.50	\$ 15.00	\$ 15.50	\$ 16.00
Premium Car Wash	\$ 20.00	\$ 20.50	\$ 21.00	\$ 21.50	\$ 22.00

Other automotive goods and/or services shall be provided to the State at their retail price. These goods and/or services must be installed or performed on the vehicle at the time of purchase. On any oil change, standard car wash, deluxe car wash, premium car wash, or other automotive goods and/or services purchased at a retail location outside the State of Tennessee, the applicable retail price not to exceed the maximum amount per service plus state taxes will be reimbursed. Any special offers or discounts offered to the general public on oil changes, car washes, or other automotive goods and/or services covered under this contract are to be made available for state vehicles.

The Contractor shall submit monthly invoices, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service or project milestones for the amount stipulated.

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.6. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the

State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.

C.7. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.

C.8. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable State laws and regulations.

D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate State officials in accordance with applicable State laws and regulations.

D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least thirty days (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.

D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.6. and D.7.). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges against the State under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.10. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.11. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.12. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.13. Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.14. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

- D.15. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under **Tennessee Code Annotated**, Sections 9-8-101 through 9-8-407.
- D.16. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.17. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.18. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

Lance Goad, Fiscal Director 2  
Tennessee Department of Transportation  
Suite 800, James K. Polk Building  
Nashville, TN 37243-0329  
Telephone: (615) 741-2261  
Fax: (615) 741-2262

The Contractor:

J. Mark Roberts, Business Manager East Coast  
FleetCor Technologies Operating Company, LLC  
543 Cox Rd, Suite E  
Gastonia, North Carolina 28054  
Telephone: (704) 271-4022  
Fax: (704) 853-1945

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for

overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date.

E.4. Breach. A party shall be deemed to have breached the Contract if any of the following occurs:

- failure to perform in accordance with any term or provision of the Contract;
- partial performance of any term or provision of the Contract;
- any act prohibited or restricted by the Contract, or
- violation of any warranty.

For purposes of this contract, these items shall hereinafter be referred to as a "Breach."

a. Contractor Breach— The State shall notify Contractor in writing of a Breach.

- (1) In event of a Breach by Contractor, the state shall have available the remedy of Actual Damages and any other remedy available at law or equity.
- (2) Liquidated Damages— In the event of a Breach, the State may assess Liquidated Damages. The State shall notify the Contractor of amounts to be assessed as Liquidated Damages. The parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for a Breach by Contractor as said amounts are likely to be uncertain and not easily proven. Contractor hereby represents and covenants it has carefully reviewed the Liquidated Damages contained in above referenced, Attachment 2 and agree that said amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of Breach, and are a reasonable estimate of the damages that would occur from a Breach. It is hereby agreed between the parties that the Liquidated Damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the liquidated damage amount is in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or other section of this Contract.

The State may continue to withhold the Liquidated Damages or a portion thereof until the Contractor cures the Breach, the State exercises its option to declare a Partial Default, or the State terminates the Contract. The State is not obligated to assess Liquidated Damages before availing itself of any other remedy. The State may choose to discontinue

Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity; provided, however, Contractor shall receive a credit for said Liquidated Damages previously withheld except in the event of a Partial Default.

- (3) Partial Default— In the event of a Breach, the State may declare a Partial Default. In which case, the State shall provide the Contractor written notice of: (1) the date which Contractor shall terminate providing the service associated with the Breach; and (2) the date the State will begin to provide the service associated with the Breach. Notwithstanding the foregoing, the State may revise the time periods contained in the notice written to the Contractor.

In the event the State declares a Partial Default, the State may withhold, together with any other damages associated with the Breach, from the amounts due the Contractor the greater of: (1) amounts which would be paid the Contractor to provide the defaulted service; or (2) the cost to the State of providing the defaulted service, whether said service is provided by the State or a third party. To determine the amount the Contractor is being paid for any particular service, the Department shall be entitled to receive within five (5) days any requested material from Contractor. The State shall make the final and binding determination of said amount.

The State may assess Liquidated Damages against the Contractor for any failure to perform which ultimately results in a Partial Default with said Liquidated Damages to cease when said Partial Default is effective. Upon Partial Default, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Contractor agrees to cooperate fully with the State in the event a Partial Default is taken.

- (4) Contract Termination— In the event of a Breach, the State may terminate the Contract immediately or in stages. The Contractor shall be notified of the termination in writing by the State. Said notice shall hereinafter be referred to as Termination Notice. The Termination Notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that the Contractor shall cease operations under this Contract in stages. In the event of a termination, the State may withhold any amounts which may be due Contractor without waiver of any other remedy or damages available to the State at law or at equity. The Contractor shall be liable to the State for any and all damages incurred by the State and any and all expenses incurred by the State which exceed the amount the State would have paid Contractor under this Contract. Contractor agrees to cooperate with the State in the event of a Contract Termination or Partial Takeover.

- b. State Breach— In the event of a Breach of contract by the State, the Contractor shall notify the State in writing within 30 days of any Breach of contract by the State. Said notice shall contain a description of the Breach. Failure by the Contractor to provide said written notice shall operate as an absolute waiver by the Contractor of the State's Breach. In no event shall any Breach on the part of the State excuse the Contractor from full performance under this Contract. In the event of Breach by the State, the Contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the

Contractor to give the State written notice and opportunity to cure as described herein operates as a waiver of the State's Breach. Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such claim within one (1) year of the written notice of Breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.

- E.5. Partial Takeover. The State may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third party, although the Contractor is not in Breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the State. Contractor shall be given at least 30 days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the State will assume and the date of said assumption. Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract. The State may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by the State. The amounts shall be withheld effective as of the date the State assumes the service. Upon Partial Takeover, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.6. Performance Bond. Upon approval of the Contract by all appropriate State officials in accordance with applicable State laws and regulations, the Contractor shall furnish a performance bond in the amount equal to Two Million Five Hundred Thousand Dollars (\$2,500,000), guaranteeing full and faithful performance of all undertakings and obligations under this Contract for the initial Contract term and all extensions thereof. The bond shall be in the manner and form prescribed by the State and must be issued through a company licensed to issue such a bond in the State of Tennessee.
- The Contractor shall obtain the required performance bond in form and substance acceptable to the State and provide it to the State no later than August 3, 2005. Failure to provide the performance bond prior to the deadline as required shall result in contract termination.
- In lieu of a performance bond, a surety deposit, in the sum of Two Million Five Hundred Thousand Dollars (\$2,500,000), may be substituted if approved by the State prior to its submittal.
- E.7. Competitive Procurements. This Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or services. Such procurements shall be made on a competitive basis, where practical.
- E.8. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.
- E.9. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

- a. The Contract document and its attachments
- b. All Clarifications and addenda made to the Contractor's Proposal
- c. The Request for Proposal and its associated amendments
- d. Technical Specifications provided to the Contractor
- e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

E.10. Public Funding Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Contractor relative to this Contract shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Contractor shall be approved by the State.

E.11. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed.

E.12. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State. The State shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.

E.13. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by **Tennessee Code Annotated**, Section 8-6-106.

E.14. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in **Tennessee Code Annotated**, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated

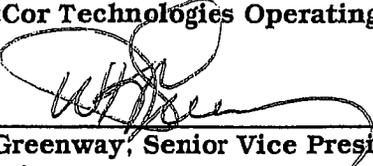
Retirement System, provides that if a retired member returns to State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to the Tennessee Consolidated Retirement System the amount of retirement benefits the Contractor received from the Retirement System during the period of this Contract.

E.15. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
- ~~b. have not within a three (3) year period preceding this Contract been convicted of,~~  
or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

IN WITNESS WHEREOF:

FleetCor Technologies Operating Company, LLC:

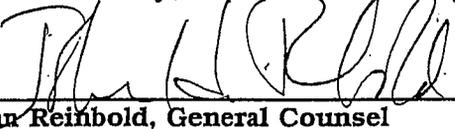
  
\_\_\_\_\_  
Ken Greenway, Senior Vice President - Central  
Operations

7/29/2005  
\_\_\_\_\_  
Date

TENNESSEE DEPARTMENT OF TRANSPORTATION:

  
\_\_\_\_\_  
Gerald F. Nicely, Commissioner

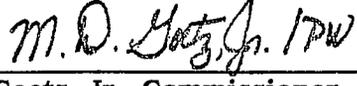
8/5/05  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
John Reinbold, General Counsel  
Approved As To Form and Legality

8/4/05  
\_\_\_\_\_  
Date

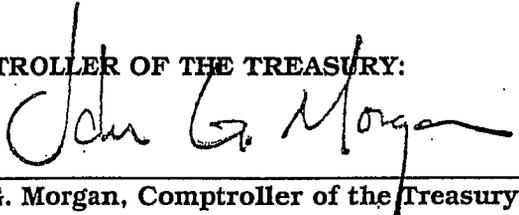
APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

  
\_\_\_\_\_  
M. D. Goetz, Jr., Commissioner

AUG 12 2005  
\_\_\_\_\_  
Date

COMPTROLLER OF THE TREASURY:

  
\_\_\_\_\_  
John G. Morgan, Comptroller of the Treasury

8/17/05  
\_\_\_\_\_  
Date

ATTACHMENT 1

RACK ASSIGNMENTS FOR COUNTIES IN THE STATE OF TENNESSEE - UNL & DSL

NO.	COUNTY	RACK	NO.	COUNTY	RACK
01	ANDERSON	KNOX	49	LAUDERDALE	MEMP
02	BEDFORD	NASH	50	LAWRENCE	NASH
03	BENTON	MEMP	51	LEWIS	NASH
04	BLEDSE	CHAT	52	LINCOLN	NASH
05	BLOUNT	KNOX	53	LOUDON	KNOX
06	BRADLEY	CHAT	54	McMINN	CHAT
07	CAMPBELL	KNOX	55	McNAIRY	MEMP
08	CANNON	CHAT	56	MACON	NASH
09	CARROLL	MEMP	57	MADISON	MEMP
10	CARTER	KNOX	58	MARION	CHAT
11	CHEATHAM	NASH	59	MARSHALL	NASH
12	CHESTER	MEMP	60	MAURY	NASH
13	CLAIBORNE	KNOX	61	MEIGS	CHAT
14	CLAY	CHAT	62	MONROE	KNOX
15	COCKE	KNOX	63	MONTGOMERY	NASH
16	COFFEE	CHAT	64	MOORE	NASH
17	CROCKETT	MEMP	65	MORGAN	KNOX
18	CUMBERLAND	CHAT	66	OBION	MEMP
19	DAVIDSON	NASH	67	OVERTON	CHAT
20	DECATUR	MEMP	68	PERRY	NASH
21	DEKALB	CHAT	69	PICKETT	CHAT
22	DICKSON	NASH	70	POLK	CHAT
23	DYER	MEMP	71	PUTNAM	CHAT
24	FAYETTE	MEMP	72	RHEA	CHAT
25	FENTRESS	CHAT	73	ROANE	KNOX
26	FRANKLIN	CHAT	74	ROBERTSON	NASH
27	GIBSON	MEMP	75	RUTHERFORD	NASH
28	GILES	NASH	76	SCOTT	KNOX
29	GRAINGER	KNOX	77	SEGUATCHIE	CHAT
30	GREENE	KNOX	78	SEVIER	KNOX
31	GRUNDY	CHAT	79	SHELBY	MEPH
32	HAMBLEN	KNOX	80	SMITH	NASH
33	HAMILTON	CHAT	81	STEWART	NASH
34	HANCOCK	KNOX	82	SULLIVAN	KNOX
35	HARDEMAN	MEMP	83	SUMNER	NASH
36	HARDIN	MEMP	84	TIPTON	MEPH
37	HAWKINS	KNOX	85	TROUSDALE	NASH
38	HAYWOOD	MEMP	86	UNICOI	KNOX
39	HENDERSON	MEMP	87	UNION	KNOX
40	HENRY	MEMP	88	VAN BUREN	CHAT
41	HICKMAN	NASH	89	WARREN	CHAT
42	HOUSTON	NASH	90	WASHINGTON	KNOX
43	HUMPHREYS	NASH	91	WAYNE	NASH
44	JACKSON	CHAT	92	WEAKLEY	MEPH
45	JEFFERSON	KNOX	93	WHITE	CHAT
46	JOHNSON	KNOX	94	WILLIAMSON	NASH
47	KNOX	KNOX	95	WILSON	NASH
48	LAKE	MEMP			

Effective May through mid-September of each year, Davidson County and Shelby County are required to switch to low RVP (Reid Vapor Pressure) unleaded fuel. When available on OPIS, the base price of unleaded fuel for locations assigned the Nashville and Memphis racks shall be the gross average rack price for the required RVP rated fuel.

**ATTACHMENT 2**  
**LIQUIDATED DAMAGES**

In accordance with section E.4.(a)(2), the parties agree that in the event the Contractor fails to fulfill the intent and spirit of this contract, the State will suffer damages as result of inconvenience, added travel expense and lost time. These damages are difficult to quantify in monetary values. The parties further agree that the following amounts are reasonable as liquidated damages for breaches of contract performance.

The following situations may result in liquidated damages.

SITUATION	LIQUIDATED DAMAGES
(1) Contractor no longer has a site that offers gas, diesel and motor oil in a particular county and the nearest available site is farther than 15 miles from the TDOT location using the most direct route. The Contractor will be given 60 days to furnish a closer site without penalty. (Damages do not apply if condition was pre-existing at contract award).	\$50 per business day following expiration of grace period.
(2) The number of available retail sites drops below 85% of the number that was available at time of contract award. The Contractor will be given 90 days as a grace period to restore the number of sites above 85%.	\$250 per business day following expiration of grace period.
(3) Requested fuel cards and/or PINS are not furnished within 5 business days of request for small orders (100 cards or less) and within 25 business days on larger orders	Penalty is \$10 per business day per card/PIN
(4) Contractor does not deliver a load of fuel after 5 business days from notification of a fuel outage at an automated site.	\$100 per business day after the 5 <sup>th</sup> day

The right to invoke liquidated damages in (1) and (2) above will be determined by TDOT. The right to invoke liquidated damages in the other situations will be determined by the state agency requesting the service which was not performed timely.