

CONTRACT #7
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

September 2, 2010

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

RECEIVED

SEP 02 2010

FISCAL REVIEW

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

Dear Mr. White:

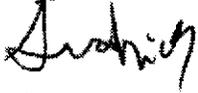
The referenced contract is for fuel products and automotive goods and services for state vehicles. This amendment will extend the contract through June 30, 2011 and add funding. The Department of General Services issued an RFP for a universal fuel card but was unable to secure a contract for these services. This amendment will ensure that fuel and automotive services are available until another RFP is processed and a new contractor is selected.

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

1. Amendment Three and its contract summary sheet which extends the term for six months and increases the maximum liability to One Hundred Thirty Eight Million Dollars (\$138,000,000.00).
2. Amendment Two and its contract summary sheet
3. Amendment One and its contract summary sheet
4. The original contract and contract summary sheet
5. The request for a non-competitive amendment
6. The rule exception request to extend the contract beyond current term
7. Supplemental documentation

Please advise if you have any questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to read "G. Nicely". The signature is written in a cursive style with a large initial "G" and a long, sweeping underline.

Gerald F. Nicely
Commissioner

**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: (if applicable)	2049	Edison RFS Number: (if applicable)	40100-00211		
*Original Contract Begin Date:	9/12/05	*Current End Date:	12/31/10 requesting extension to 6/30/11		
Current Request Amendment Number: (if applicable)	Three				
Proposed Amendment Effective Date: (if applicable)	12/15/10				
*Department Submitting:	Department of Transportation				
*Division:	Finance Division				
*Date Submitted:	9/3/10				
*Submitted Within Sixty (60) days: If not, explain:	Yes -				
*Contract Vendor Name:	FleetCor Technologies Operating Co., LLC				
*Current Maximum Liability:	\$138,000,000.00				
*Current Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)					
FY: 2006	FY: 2007	FY: 2008	FY: 2009	FY: 2010	FY: 2011
16,296,579	20,693,390	23,154,164	22,712,890	24,142,977	18,000,000
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from STARS or FDAS report)					
FY: 2006	FY: 2007	FY: 2008	FY: 2009	FY: 2010	FY: 2011
16,296,579	20,693,390	23,154,164	22,712,890	20,664,998	
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			NOTE: The previous contract summary sheet was updated to reflect actual expenditures to date at that time. However, in the years that allocations exceeded expenditures, those surplus funds were rolled forward for use in later years.		
IF 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.		
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:			In years when expenditures exceeded allocations, money was rolled from future years to earlier years to pay for the shortfall.		

Effective October 30, 2009

**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: (if applicable)			Brief Description of Actions in Previous Amendments or Revisions: (if applicable)	
August, 2010 – Amendment Two			Decreased maximum liability	
January, 2009 – Amendment One			Increased maximum liability	
Method of Original Award: (if applicable)			RFP	
*What were the projected costs of the service for the entire term of the contract prior to contract award?			\$100 million	

Effective October 30, 2009

**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:

Effective October 30, 2009

**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	FY 2010-11	TOTAL
JULY		\$221,813.55	\$222,082.12	\$353,930.00	\$195,948.66	\$244,400.43	\$1,238,174.76
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	\$129,632.86	\$196,659.90		\$900,677.16
FEBRUARY	\$156,858.63	\$162,864.50	\$254,357.86	\$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	\$226,804.05	\$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	\$214,918.33		\$1,186,768.34
JUNE	\$222,955.09	\$226,837.46	\$349,738.28	\$228,551.31	\$239,993.67		\$1,268,075.81
	<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>\$2,613,451.51</u>	<u>\$244,400.43</u>	<u>\$12,712,973.00</u>

Cash paying
Edison
STARS

\$2,457,700.91	\$2,613,451.51	\$244,400.43
\$2,882,528.86	\$18,051,546.68	\$3,385,005.94
\$17,372,660.40	\$0.00	\$0.00
<u>\$22,712,890.17</u>	<u>\$20,664,998.19</u>	<u>\$3,629,406.37</u>

Current Total Expenditures by Fiscal Year:

FY 2006	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	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>\$20,664,998.19</u>	<u>\$3,629,406.37</u>	<u>\$103,522,021.36</u>

FLEETCOR TECHNOLOGIES PAYMENTS - FY 2009-2010

QUERY: TN_AP103.PAYMENTS_TO_A_VENDOR

Total Payments to a Vendor 248

Unit	Voucher	Invoice	Ramit_Vndr	Name	Gross Amt	Reference	Print Date	Recor Status	Reconciled Date	Warrant Amount	Method
32300	00000187	NP18528914	0000076513	Fleetcor Technologies	\$203.98	00000055609	7/1/2009	REC	4/20/2010	203.980	EFT
32501	00002211	NP18528956-1	0000076513	Fleetcor Technologies	\$116.01	00000055610	7/1/2009	REC	4/20/2010	116.010	EFT
32501	00002212	NP18528956-2	0000076513	Fleetcor Technologies	\$73.43	00000055611	7/1/2009	REC	4/20/2010	73.430	EFT
32501	00002213	NP18528956-3	0000076513	Fleetcor Technologies	\$255.63	00000055612	7/1/2009	REC	4/20/2010	255.630	EFT
32501	00002214	NP18528956-4	0000076513	Fleetcor Technologies	\$80.81	00000055613	7/1/2009	REC	4/20/2010	80.810	EFT
32501	00002215	NP18528956-5	0000076513	Fleetcor Technologies	\$121.56	00000055614	7/1/2009	REC	4/20/2010	121.560	EFT
32501	00002217	NP18528956-6	0000076513	Fleetcor Technologies	\$94.94	00000055615	7/1/2009	REC	4/20/2010	94.940	EFT
32501	00002218	NP18528956-7	0000076513	Fleetcor Technologies	\$18.16	00000055616	7/1/2009	REC	4/20/2010	18.160	EFT
32501	00002220	NP18528956-8	0000076513	Fleetcor Technologies	\$256.56	00000055617	7/1/2009	REC	4/20/2010	256.560	EFT
31608	00001639	NP18462457	0000076513	Fleetcor Technologies	\$578.77	00000055618	7/1/2009	REC	4/20/2010	578.770	EFT
32601	00000197	NP18529030	0000076513	Fleetcor Technologies	\$491.13	00000055619	7/1/2009	REC	4/20/2010	491.130	EFT
32101	00012969	NP18528874	0000076513	Fleetcor Technologies-Fuelman Oil Tr	\$747.260	00000056810	7/2/2009	REC	4/20/2010	747.260	EFT
31608	00001427	NP18402864	0000076513	Fleetcor Technologies	\$1,599.02	00000057743	7/3/2009	REC	4/20/2010	1,599.020	EFT
31608	00001753	NP18574764	0000076513	Fleetcor Technologies	\$1,068.26	00000059160	7/8/2009	REC	4/20/2010	1,068.260	EFT
33101	00021375	NP19335962	0000076513	Fleetcor Technologies	\$13.63	00000058518	7/7/2009	REC	4/20/2010	13.630	EFT
31608	00002286	NP15864753-A	0000076513	Fleetcor Technologies	\$294.37	00000060818	7/13/2009	REC	4/20/2010	309.110	EFT
33101	00021997	NP19374647	0000076513	Fleetcor Technologies	\$14.74	00000060818	7/13/2009	REC	4/20/2010	309.110	EFT
31608	00002039	NP19057952	0000076513	Fleetcor Technologies	\$1,147.34	00000062250	7/15/2009	REC	4/20/2010	1,147.340	EFT
32300	00000295	NP19871750	0000076513	Fleetcor Technologies	\$440.15	00000061244	7/14/2009	REC	4/20/2010	440.150	EFT
31608	00002040	NP19319613	0000076513	Fleetcor Technologies	\$1,522.55	00000064786	7/22/2009	REC	4/20/2010	1,522.550	EFT
32901	00001334	np19871851	0000076513	Fleetcor Technologies	\$2,301.01	00000064274	7/21/2009	REC	4/20/2010	2,301.010	EFT
32501	00003651	NP19871791-5	0000076513	Fleetcor Technologies	\$217.35	00000059385	8/5/2009	REC	4/20/2010	182.5610	EFT
32501	00003652	NP19871791-6	0000076513	Fleetcor Technologies	\$80.41	00000059385	8/5/2009	REC	4/20/2010	182.5610	EFT
32501	00003653	NP19871791-7	0000076513	Fleetcor Technologies	\$502.47	00000059385	8/5/2009	REC	4/20/2010	182.5610	EFT
31608	00002528	NP19857641	0000076513	Fleetcor Technologies	\$55.27	00000059385	8/5/2009	REC	4/20/2010	182.5610	EFT
32501	00003647	NP19871791-1	0000076513	Fleetcor Technologies	\$18.27	00000069385	8/5/2009	REC	4/20/2010	182.5610	EFT
32501	00003648	NP19871791	0000076513	Fleetcor Technologies	\$379.42	00000069385	8/5/2009	REC	4/20/2010	182.5610	EFT
32501	00003649	NP19871791-3	0000076513	Fleetcor Technologies	\$457.25	00000069385	8/5/2009	REC	4/20/2010	182.5610	EFT
32501	00003650	NP19871791-4	0000076513	Fleetcor Technologies	\$115.16	00000069385	8/5/2009	REC	4/20/2010	182.5610	EFT
34800	00001142	NP19873012	0000076513	Fleetcor Technologies	\$60.92	00000069386	8/5/2009	REC	4/20/2010	60.920	EFT

Unit	Voucher	Invoice	Remit Vndr	Name	Gross Amt	Reference	Prmt Date	Recpt Status	Reconciled Date	Warrant Amount	Method
32101	00015711	NP19871874	0000076513	Fleetcoo Technologies-Fuelman Of Tn	\$114.26	0000065950	7/27/2009	REC	4/20/2010	114.260	EFT
33101	00022982	NP20061036	0000076513	Fleetcoo Technologies	\$8.85	0000077607	7/24/2009	REC	8/4/2009	8.850	CHK
34101	00005924	BG633362	7-06-09	Fleetcoo Technologies	\$18.80	0000068826	8/3/2009	REC	4/20/2010	18.800	EFT
31608	00002261	NP19628934	0000076513	Fleetcoo Technologies	\$3,017.81	0000066988	7/29/2009	REC	4/20/2010	3017.810	EFT
32101	00016126	NP19871710	0000076513	Fleetcoo Technologies-Fuelman Of Tn	\$881,706.90	0000073449	8/13/2009	REC	4/20/2010	881706.900	EFT
32601	00000362	BG192050July2009	0000076513	Fleetcoo Technologies	\$569.94	0000073450	8/13/2009	REC	4/20/2010	569.940	EFT
31608	00002529	NP19947008	0000076513	Fleetcoo Technologies	\$258.75	0000073020	8/12/2009	REC	4/20/2010	258.750	EFT
34800	00001120	NP19871796	0000076513	Fleetcoo Technologies-Fuelman Of Tn	\$1,003.21	0000071414	8/10/2009	REC	4/20/2010	1003.210	EFT
33101	00024073	NP20355625	0000076513	Fleetcoo Technologies	\$14.75	0000086580	8/7/2009	REC	8/18/2009	14.750	CHK
31608	00002673	NP20044827	0000076513	Fleetcoo Technologies	\$369.18	0000076928	8/19/2009	REC	4/20/2010	369.180	EFT
31608	00002804	NP20140202	0000076513	Fleetcoo Technologies	\$396.37	0000075928	8/19/2009	REC	4/20/2010	396.370	EFT
34800	00001283	BG1515989	0000076513	Fleetcoo Technologies	\$220.82	0000081453	9/1/2009	REC	4/20/2010	220.820	EFT
32300	00000476	NP20348017	0000076513	Fleetcoo Technologies	\$101.47	0000081784	9/2/2009	REC	4/20/2010	101.470	EFT
32501	00004058	BG151882-1	0000076513	Fleetcoo Technologies	\$69.68	0000082061	9/2/2009	REC	4/20/2010	69.680	EFT
32501	00004059	BG151882-2	0000076513	Fleetcoo Technologies	\$123.77	0000082061	9/2/2009	REC	4/20/2010	123.770	EFT
32501	00004060	BG151882-3	0000076513	Fleetcoo Technologies	\$256.54	0000082061	9/2/2009	REC	4/20/2010	256.540	EFT
32501	00004061	BG151882-4	0000076513	Fleetcoo Technologies	\$183.27	0000082061	9/2/2009	REC	4/20/2010	183.270	EFT
32501	00004062	BG151882-5	0000076513	Fleetcoo Technologies	\$150.29	0000082061	9/2/2009	REC	4/20/2010	150.290	EFT
32501	00004066	BG151882-6	0000076513	Fleetcoo Technologies	\$57.15	0000082061	9/2/2009	REC	4/20/2010	57.150	EFT
32501	00004067	BG151882-7	0000076513	Fleetcoo Technologies	\$75.30	0000082061	9/2/2009	REC	4/20/2010	75.300	EFT
31608	00002955	NP20306488	0000076513	Fleetcoo Technologies	\$345.22	0000082061	9/2/2009	REC	4/20/2010	345.220	EFT
32101	00017653	NP20348143	0000076513	Fleetcoo Technologies-Fuelman Of Tn	\$710.24	0000082062	9/2/2009	REC	4/20/2010	710.240	EFT
32300	00000573	NP20944714	0000076513	Fleetcoo Technologies	\$349.92	0000087357	9/14/2009	REC	4/20/2010	349.920	EFT
31608	00003196	NP20417921	0000076513	Fleetcoo Technologies	\$419.54	0000085073	9/9/2009	REC	4/20/2010	419.540	EFT
40100	00005468	NP20347976	0000076513	Fuelman Of Tennessee	\$590,157.72	0000083075	9/3/2009	REC	4/20/2010	590157.720	EFT
32601	00000474	NP20348132	0000076513	Fleetcoo Technologies	\$499.49	0000083076	9/3/2009	REC	4/20/2010	499.490	EFT
32300	00000851	BA150504P	0000076513	Fleetcoo Technologies	\$121.13	0000108525	9/4/2009	REC	9/23/2009	121.130	CHK
33101	00027499	NP20528064	0000076513	Fleetcoo Technologies	\$15.92	0000084474	9/8/2009	REC	4/20/2010	15.920	EFT
32101	00018697	NP20347977	0000076513	Fleetcoo Technologies-Fuelman Of Tn	\$791,222.47	0000088279	9/15/2009	REC	4/20/2010	791222.470	EFT
32901	00001794	np20348120	0000076513	Fleetcoo Technologies	\$3,266.16	0000091169	9/21/2009	REC	4/20/2010	3266.160	EFT
31608	00003365	NP20594938	0000076513	Fleetcoo Technologies	\$238.30	0000092490	9/23/2009	REC	4/20/2010	238.300	EFT
32101	00020895	NP20944840	0000076513	Fleetcoo Technologies-Fuelman Of Tn	\$490.28	0000092491	9/23/2009	REC	4/20/2010	490.280	EFT
31608	00003330	NP20511545	0000076513	Fleetcoo Technologies	\$1,086.21	0000089029	9/16/2009	REC	4/20/2010	1086.210	EFT
32601	00000540	NP20944830	0000076513	Fleetcoo Technologies	\$701.45	0000104900	10/13/2009	UNR	4/20/2010	701.450	EFT

Unit	Voucher	Invoice	Remit Vrat	Name	Gross Amt	Reference	Prmit Date	Recon Status	Reconciled Date	Warrant Amount	Method
31608	00003759	NP20944950	0000076513	Fleetcar Technologies	\$721.02	0000101001	10/7/2009	UNR		739,960	EFT
33101	00031510	NP21212890	0000076513	Fleetcar Technologies	\$18.94	0000101001	10/7/2009	UNR		739,960	EFT
33101	00030221	NP20944755	0000076513	Fleetcar Technologies	\$347.55	0000101002	10/7/2009	UNR		347,550	EFT
32501	00004892	NP20944757-1	0000076513	Fleetcar Technologies	\$39.18	0000095571	9/30/2009	REC	4/20/2010	2073,530	EFT
32501	00004893	NP20944757-2	0000076513	Fleetcar Technologies	\$93.69	0000095571	9/30/2009	REC	4/20/2010	2073,530	EFT
32501	00004896	NP20944757-5	0000076513	Fleetcar Technologies	\$172.56	0000095571	9/30/2009	REC	4/20/2010	2073,530	EFT
32501	00004897	NP20944757-6	0000076513	Fleetcar Technologies	\$188.09	0000095571	9/30/2009	REC	4/20/2010	2073,530	EFT
32501	00004898	NP20944757-7	0000076513	Fleetcar Technologies	\$21.19	0000095571	9/30/2009	REC	4/20/2010	2073,530	EFT
32501	00004899	NP20944757-8	0000076513	Fleetcar Technologies	\$343.92	0000095571	9/30/2009	REC	4/20/2010	2073,530	EFT
31608	00003523	NP20683217	0000076513	Fleetcar Technologies	\$1,214.90	0000095571	9/30/2009	REC	4/20/2010	2073,530	EFT
40100	00012828	NP20944673	0000076513	Fuelman Of Tennessee	\$682,418.80	0000098006	10/2/2009	UNR		682,418,800	EFT
34800	00001571	NP20348064	0000076513	Fleetcar Technologies	\$866.14	0000099786	10/6/2009	UNR		866,140	EFT
32501	00004894	NP20944757-3	0000076513	Fleetcar Technologies	\$880.28	0000102278	10/8/2009	UNR		1,461,160	EFT
32501	00004895	NP20944757-4	0000076513	Fleetcar Technologies	\$580.88	0000102278	10/8/2009	UNR		1,461,160	EFT
32101	00020939	NP20944674	0000076513	Fleetcar Technologies-Fuelman Of Tn	\$904,986.63	0000102279	10/9/2009	UNR		904,986,630	EFT
31608	00004013	NP21106382	0000076513	Fleetcar Technologies	\$144.01	0000103580	10/9/2009	UNR		144,010	EFT
34800	00001689	NP20944752	0000076513	Fleetcar Technologies	\$2,059.10	0000109330	10/15/2009	UNR		2059,100	EFT
31608	00003785	NP21015772	0000076513	Fleetcar Technologies	\$546.23	0000107648	10/14/2009	UNR		548,230	EFT
32101	00023293	NP21423193	0000076513	Fleetcar Technologies-Fuelman Of Tn	\$232.06	0000119104	10/23/2009	UNR		232,060	EFT
31608	00004158	NP21193735	0000076513	Fleetcar Technologies	\$291.17	0000129059	10/28/2009	UNR		291,170	EFT
32300	00000702	NP21423086	0000076513	Fleetcar Technologies	\$424.76	0000133542	1/4/2009	UNR		424,760	EFT
34101	00007435	BG633362 Sept 7	0000076513	Fleetcar Technologies	\$26.62	0000135685	1/5/2009	UNR		26,620	EFT
32501	00006290	NP21423109-7	0000076513	Fleetcar Technologies	\$87.36	0000134021	1/4/2009	UNR		3056,020	EFT
32501	00006291	NP21423109-8	0000076513	Fleetcar Technologies	\$338.61	0000134021	1/4/2009	UNR		3056,020	EFT
32501	00006289	NP21423109-6	0000076513	Fleetcar Technologies	\$30.23	0000134021	1/4/2009	UNR		3056,020	EFT
31608	00004244	NP21397362	0000076513	Fleetcar Technologies	\$1,353.02	0000134021	1/4/2009	UNR		3056,020	EFT
32501	00006289	NP21423109-4	0000076513	Fleetcar Technologies	\$120.21	0000134021	1/4/2009	UNR		3056,020	EFT
32501	00006285	NP21423109-5	0000076513	Fleetcar Technologies	\$90.77	0000134021	1/4/2009	UNR		3056,020	EFT
32501	00006285	NP21423109-2	0000076513	Fleetcar Technologies	\$430.89	0000134021	1/4/2009	UNR		3056,020	EFT
32501	00006286	NP21423109-3	0000076513	Fleetcar Technologies	\$352.54	0000134021	1/4/2009	UNR		3056,020	EFT
32501	00006287	NP21423109-4	0000076513	Fleetcar Technologies	\$222.39	0000134021	1/4/2009	UNR		3056,020	EFT
33101	00033614	10052009	0000076513	Fleetcar Technologies	\$153.18	0000134022	1/4/2009	UNR		816,470	EFT
32601	00000619	NP21423183	0000076513	Fleetcar Technologies	\$653.29	0000134022	1/4/2009	UNR		816,470	EFT
35910	00006461	NP21423205	0000076513	Fleetcar Technologies	\$78.19	0000131837	11/3/2009	UNR		6827,130	EFT

Unit	Voucher	Invoice	Remit Vndr	Name	Gross Amt	Reference	Pymt Date	Recot Status	Recommended Date	Warrant Amount	Method
32901	00002686	NP21423171	0000076513	Fleetcor Technologies	\$2,840.75	0000131837	11/3/2009	UNR		5827.130	EFT
32901	00002700	NP20944818	0000076513	Fleetcor Technologies	\$3,908.19	0000131837	11/3/2009	UNR		5827.130	EFT
40100	00019512	NP21423025	0000076513	Fleetcor Technologies	\$599,364.58	0000127738	10/30/2009	UNR		599364.580	EFT
34800	00001843	np21423114	0000076513	Fleetcor Technologies	\$1,251.72	0000138084	11/6/2009	UNR		1251.720	EFT
32701	00000922	NP21423110	0000076513	Fleetcor Technologies	\$2,690.75	0000143130	11/10/2009	UNR		2907.780	EFT
31608	00004309	NP21495969	0000076513	Fleetcor Technologies	\$217.03	0000143130	11/10/2009	UNR		2907.780	EFT
32101	00024391	NP21423026	0000076513	Fleetcor Technologies-Fuelman Of Tn	\$820.573.11	0000143131	11/10/2009	UNR		820573.110	EFT
34800	00002097	NP21865624	0000076513	Fleetcor Technologies	\$10.98	0000155783	11/18/2009	UNR		10.980	EFT
31608	00004455	NP21584642	0000076513	Fleetcor Technologies	\$166.65	0000155782	11/18/2009	UNR		166.650	EFT
35910	00025830	NP21865715	0000076513	Fleetcor Technologies	\$35.54	0000158991	11/20/2009	UNR		35.540	EFT
32101	00025592	NP21865703	0000076513	Fleetcor Technologies-Fuelman Of Tn	\$53.142	0000154506	11/17/2009	UNR		531.420	EFT
32901	00002918	np21865681	0000076513	Fleetcor Technologies	\$1,738.86	0000160474	11/23/2009	UNR		1738.860	EFT
40100	00026008	NP21865534	0000076513	Fleetcor Technologies	\$615,158.03	0000160475	11/23/2009	UNR		615158.040	EFT
32300	00000806	BG150504_1102	0000076513	Fleetcor Technologies	\$117.87	0000263228	11/25/2009	REC	12/3/2009	117.870	CHK
31608	00004883	NP21961495	0000076513	Fleetcor Technologies	\$2,368.25	0000172753	12/4/2009	UNR		5127.020	EFT
31508	00004884	NP22042713	0000076513	Fleetcor Technologies	\$2,758.77	0000172753	12/4/2009	UNR		5127.020	EFT
32501	00006952	NP21865619-1	0000076513	Fleetcor Technologies	\$87.54	0000170584	12/2/2009	UNR		3279.920	EFT
32501	00006953	NP21865619-2	0000076513	Fleetcor Technologies	\$325.45	0000170584	12/2/2009	UNR		3279.920	EFT
32501	00006954	NP21865619-3	0000076513	Fleetcor Technologies	\$367.22	0000170584	12/2/2009	UNR		3279.920	EFT
32501	00006955	NP21865619-4	0000076513	Fleetcor Technologies	\$84.31	0000170584	12/2/2009	UNR		3279.920	EFT
32501	00006956	NP21865619-5	0000076513	Fleetcor Technologies	\$32.32	0000170584	12/2/2009	UNR		3279.920	EFT
32501	00006957	NP21865619-6	0000076513	Fleetcor Technologies	\$19.09	0000170584	12/2/2009	UNR		3279.920	EFT
32501	00006958	NP21865619-7	0000076513	Fleetcor Technologies	\$179.79	0000170584	12/2/2009	UNR		3279.920	EFT
32501	00006959	NP21865619-8	0000076513	Fleetcor Technologies	\$263.44	0000170584	12/2/2009	UNR		3279.920	EFT
31608	00004881	NP218933308	0000076513	Fleetcor Technologies	\$757.41	0000170584	12/2/2009	UNR		3279.920	EFT
31508	00004882	NP21843965	0000076513	Fleetcor Technologies	\$10.02	0000170584	12/2/2009	UNR		3279.920	EFT
31608	00004885	NP22128183	0000076513	Fleetcor Technologies	\$1,163.33	0000170584	12/2/2009	UNR		3279.920	EFT
32601	00000751	NP21865603	0000076513	Fleetcor Technologies	\$461.97	0000170585	12/2/2009	UNR		646.340	EFT
33101	000038647	BG151870	0000076513	Fleetcor Technologies	\$184.37	0000170585	12/2/2009	UNR		646.340	EFT
32101	00025765	NP21865535	0000076513	Fleetcor Technologies-Fuelman Of Tn	\$867,776.11	0000170586	12/2/2009	UNR		867776.110	EFT
32300	00000824	NP22435543	0000076513	Fleetcor Technologies	\$347.52	0000181341	12/10/2009	UNR		347.520	EFT
32701	00003120	NP21865620	0000076513	Fleetcor Technologies	\$900.76	0000184201	12/14/2009	UNR		900.760	EFT
35910	00003120	NP22435682	0000076513	Fleetcor Technologies	\$60.32	0000188058	12/15/2009	UNR		60.320	EFT
32801	00003281	np22435648	0000076513	Fleetcor Technologies	\$1,707.70	0000197966	12/23/2009	UNR		1707.700	EFT

Unit	Voucher	Invoice	Remit Vndr	Name	Gross Amt	Reference	Prmt Date	Reason Status	Reconciled Date	Warrant Amount	Method
40100	00035452	NP22435503	0000076513	Fleetcor Technologies	\$556,361.13	00002036180	1/5/2010	UNR		556,361.13	EFT
32501	00007995	NP22435586-1	0000076513	Fleetcor Technologies	\$190.53	0000203095	12/30/2009	UNR		1580.670	EFT
31608	00005161	NP22211655	0000076513	Fleetcor Technologies	\$463.43	0000203095	12/30/2009	UNR		1580.670	EFT
32501	00007996	NP22435586-2	0000076513	Fleetcor Technologies	\$339.13	0000203095	12/30/2009	UNR		1580.670	EFT
32501	00007997	NP22435586-3	0000076513	Fleetcor Technologies	\$95.16	0000203095	12/30/2009	UNR		1580.670	EFT
32501	00007998	NP22435586-4	0000076513	Fleetcor Technologies	\$126.70	0000203095	12/30/2009	UNR		1580.670	EFT
32501	00007999	NP22435588-5	0000076513	Fleetcor Technologies	\$89.32	0000203095	12/30/2009	UNR		1580.670	EFT
32501	00008000	NP22435586-6	0000076513	Fleetcor Technologies	\$42.60	0000203095	12/30/2009	UNR		1580.670	EFT
32501	00008003	NP22435586-7	0000076513	Fleetcor Technologies	\$233.80	0000203095	12/30/2009	UNR		1580.670	EFT
32300	00001034	NP22874242	0000076513	Fleetcor Technologies	\$242.00	0000209345	1/7/2010	UNR		242,000	EFT
31608	00005162	NP22426060	0000076513	Fleetcor Technologies	\$199.57	0000207903	1/6/2010	UNR		199,570	EFT
33101	00042951	NP22435584	0000076513	Fleetcor Technologies	\$418.11	0000207904	1/6/2010	UNR		706,360	EFT
32601	00000877	NP22435660	0000076513	Fleetcor Technologies	\$288.25	0000207904	1/6/2010	UNR		706,360	EFT
32101	00028537	NP22435670	0000076513	Fleetcor Technologies-Fuelman Of Tn	\$106.40	0000207905	1/6/2010	UNR		615,658.640	EFT
32101	00028722	NP22435504	0000076513	Fleetcor Technologies-Fuelman Of Tn	\$815,752.24	0000207905	1/6/2010	UNR		815,658.640	EFT
31608	00005536	NP22590340	0000076513	Fleetcor Technologies	\$285.98	0000216646	1/13/2010	UNR		265,860	EFT
32701	00005248	NP22493557	0000076513	Fleetcor Technologies	\$1,084.85	0000226400	1/21/2010	UNR		1,084,850	EFT
32101	00030646	NP22874387	0000076513	Fleetcor Technologies-Fuelman Of Tn	\$23.02	0000226401	1/21/2010	UNR		23,020	EFT
40100	00039875	np22874202	0000076513	Fleetcor Technologies	\$618,611.06	0000230357	1/26/2010	UNR		618,611,060	EFT
31608	00005557	NP22589265	0000076513	Fleetcor Technologies	\$877.15	0000224932	1/20/2010	UNR		877,150	EFT
31608	00005558	NP22669748	0000076513	Fleetcor Technologies	\$78.22	0000231916	1/27/2010	UNR		78,220	EFT
31608	00005919	NP22859210	0000076513	Fleetcor Technologies	\$13.44	0000240155	2/3/2010	UNR		1285,200	EFT
32901	0003983	np22874345	0000076513	Fleetcor Technologies	\$1,271.76	0000240155	2/3/2010	UNR		1285,200	EFT
32101	00030993	NP22874203	0000076513	Fleetcor Technologies-Fuelman Of Tn	\$777.64	16	0000240156	2/3/2010	UNR	777,641,160	EFT
32601	0001022	NP22874357	0000076513	Fleetcor Technologies	\$114.87	0000240157	2/3/2010	UNR		114,870	EFT
35910	00062993	NP23278003	0000076513	Fleetcor Technologies	\$17.92	0000245885	2/8/2010	UNR		24,190	EFT
35910	00062994	NP22874379	0000076513	Fleetcor Technologies	\$6.27	0000245885	2/8/2010	UNR		24,190	EFT
31608	00005920	NP22932581	0000076513	Fleetcor Technologies	\$312.17	0000249150	2/10/2010	UNR		312,170	EFT
31608	00006094	NP23017157	0000076513	Fleetcor Technologies	\$459.21	0000257537	2/17/2010	UNR		900,334,390	EFT
40100	00047216	np23277828	0000076513	Fleetcor Technologies	\$999,875.18	0000257537	2/17/2010	UNR		900,334,390	EFT
32901	00004196	np23277970	0000076513	Fleetcor Technologies	\$1,071.86	0000261389	2/19/2010	UNR		1,071,860	EFT
34101	00012111	NP22874377	0000076513	Fleetcor Technologies	\$41.04	0000262755	2/22/2010	UNR		41,040	EFT
34101	00012187	NP23278001	0000076513	Fleetcor Technologies	\$19.34	0000264236	2/23/2010	UNR		19,340	EFT
32300	00001117	np23277867	0000076513	Fleetcor Technologies	\$121.56	0000274316	3/3/2010	UNR		121,560	EFT

Unit	Voucher	Invoice	Remit Vndr	Name	Gross Amt	Retentions	Pymt Date	Recon Status	Reconciled Date	Warrant Amount	Method
32501	00010476	NP23277909	0000076513	Fleetcor Technologies	\$318.76	0000274796	3/3/2010	UNR		811,240	EFT
32701	00009022	NP22874286	0000076513	Fleetcor Technologies	\$221.51	0000274796	3/3/2010	UNR		811,240	EFT
31608	00006460	NP23165024	0000076513	Fleetcor Technologies	\$270.97	0000274796	3/3/2010	UNR		811,240	EFT
32601	00001114	NP23277982	0000076513	Fleetcor Technologies	\$416.76	0000274797	3/3/2010	UNR		416,700	EFT
32300	00001236	NP23737838	0000076513	Fleetcor Technologies	\$119.01	0000281913	3/9/2010	UNR		119,010	EFT
34101	00009743	NP21865713	0000076513	Fleetcor Technologies	\$20.17	0000281914	3/9/2010	UNR		20,170	EFT
32701	00009157	NP23277910	0000076513	Fleetcor Technologies	\$222.56	0000276736	3/4/2010	UNR		222,560	EFT
31608	00007072	NP23374939	0000076513	Fleetcor Technologies	\$409.30	0000283661	3/10/2010	UNR		409,300	EFT
31608	00007073	NP23449474	0000076513	Fleetcor Technologies	\$385.88	0000294112	3/17/2010	UNR		385,880	EFT
32101	00035310	NP23737962	0000076513	Fleetcor Technologies-Fuelman Of Tn	\$21.85	0000292440	3/16/2010	UNR		844,788	220 EFT
32101	00035255	NP23277829	0000076513	Fleetcor Technologies-Fuelman Of Tn	\$844,766.57	0000292440	3/16/2010	UNR		844,788	220 EFT
31608	00007074	NP23535076	0000076513	Fleetcor Technologies	\$260.43	0000301558	3/24/2010	UNR		260,430	EFT
32701	00014992	NP23737881	0000076513	Fleetcor Technologies	\$227.49	0000310916	4/1/2010	UNR		227,490	EFT
34101	00013124	NP23737972	0000076513	Fleetcor Technologies	\$29.71	0000309038	3/31/2010	UNR		822,630	EFT
32501	00011758	NP23737880B	0000076513	Fleetcor Technologies	\$84.75	0000309038	3/31/2010	UNR		822,630	EFT
32501	00011769	NP23737890C	0000076513	Fleetcor Technologies	\$122.30	0000309038	3/31/2010	UNR		822,630	EFT
32501	00011770	NP23737880	0000076513	Fleetcor Technologies	\$103.23	0000309038	3/31/2010	UNR		822,630	EFT
32501	00011771	NP23737880E	0000076513	Fleetcor Technologies	\$135.07	0000309038	3/31/2010	UNR		822,630	EFT
32501	00011772	NP23737880F	0000076513	Fleetcor Technologies	\$80.44	0000309038	3/31/2010	UNR		822,630	EFT
32501	00011773	NP23737880G	0000076513	Fleetcor Technologies	\$17.12	0000309038	3/31/2010	UNR		822,630	EFT
33101	00054081	NP23737878	0000076513	Fleetcor Technologies	\$250.01	0000309038	3/31/2010	UNR		822,630	EFT
32601	00031262	NP23737952	0000076513	Fleetcor Technologies	\$129.00	0000309039	3/31/2010	UNR		129,000	EFT
32101	00035266	NP23737759	0000076513	Fleetcor Technologies-Fuelman Of Tn	\$792,302.89	0000309040	3/31/2010	UNR		792,302	890 EFT
40100	00058860	np23737798	0000076513	Fleetcor Technologies	\$808,157.01	0000302653	3/25/2010	UNR		808,157	010 EFT
31608	00007901	NP24076736	0000076513	Fleetcor Technologies	\$631.95	0000315892	4/7/2010	UNR		631,950	EFT
32300	00013373	NP24283914	0000076513	Fleetcor Technologies	\$374.92	0000319693	4/9/2010	UNR		398,800	EFT
35910	00097818	NP23737974	0000076513	Fleetcor Technologies	\$23.88	0000319693	4/9/2010	UNR		398,800	EFT
32101	00039147	NP24284037	0000076513	Fleetcor Technologies	\$319.98	0000342222	4/28/2010	UNR		319,980	EFT
32901	00005353	NP23737941	0000076513	Fleetcor Technologies	\$1,272.09	0000333648	4/20/2010	UNR		2911,000	EFT
32901	00005354	NP24284016	0000076513	Fleetcor Technologies	\$1,638.91	0000333648	4/20/2010	UNR		2911,000	EFT
40100	00065403	np24283974	0000076513	Fleetcor Technologies	\$753,969.88	0000332260	4/19/2010	UNR		753,969	880 EFT
31608	00007819	NP233988961	0000076513	Fleetcor Technologies	\$476.89	0000335144	4/21/2010	UNR		476,890	EFT
33101	00059903	NP24354421	0000076513	Fleetcor Technologies	\$17.82	0000687585	4/22/2010	REC	4/29/2010	17,820	CHK
31608	00008341	NP23106779	0000076513	Fleetcor Technologies	\$131.23	0000336707	4/22/2010	UNR		1598,440	EFT

Unit	Voucher	Invoice	Remit Vndr	Name	Gross Amt	Reference	Pymnt Date	Reccon Status	Reconciled Date	Warrant Amount	Method
31608	00008342	NP23625127	0000076513	Fleetcor Technologies	\$467.83	0000336707	4/22/2010	UNR		1598.440	EFT
31608	00008343	NP23633776	0000076513	Fleetcor Technologies	\$681.26	0000336707	4/22/2010	UNR		1598.440	EFT
31608	00008344	NP23904962	0000076513	Fleetcor Technologies	\$318.12	0000336707	4/22/2010	UNR		3195.360	EFT
31608	00058021	NP24261414	0000076513	Fleetcor Technologies	\$346.69	0000350914	5/5/2010	UNR		3195.360	EFT
32501	00013453	NP24283958A	0000076513	Fleetcor Technologies	\$131.29	0000350914	5/5/2010	UNR		3195.360	EFT
32501	00013454	NP24283958B	0000076513	Fleetcor Technologies	\$1,046.01	0000350914	5/5/2010	UNR		3195.360	EFT
32501	00013455	NP24283958C	0000076513	Fleetcor Technologies	\$776.63	0000350914	5/5/2010	UNR		3195.360	EFT
32501	00013457	NP24283958D	0000076513	Fleetcor Technologies	\$82.39	0000350914	5/5/2010	UNR		3195.360	EFT
32501	00013458	NP24283958E	0000076513	Fleetcor Technologies	\$422.65	0000350914	5/5/2010	UNR		3195.360	EFT
32501	00013459	NP24283958F	0000076513	Fleetcor Technologies	\$276.89	0000350914	5/5/2010	UNR		3195.360	EFT
32501	00013460	NP24283958G	0000076513	Fleetcor Technologies	\$41.26	0000350914	5/5/2010	UNR		3195.360	EFT
32501	00013461	NP24283958H	0000076513	Fleetcor Technologies	\$71.55	0000350914	5/5/2010	UNR		3195.360	EFT
32101	00038576	NP24283876	0000076513	Fleetcor Technologies-Fuelman Of Tn	\$1,013,352.26	0000350915	5/5/2010	UNR		1013352.260	EFT
32601	00001431	NP24284027	0000076513	Fleetcor Technologies	\$295.57	0000350916	5/5/2010	UNR		295.570	EFT
31608	00008345	NP24330468	0000076513	Fleetcor Technologies	\$713.19	0000357794	5/12/2010	UNR		2097.180	EFT
32701	00018804	NP24283956	0000076513	Fleetcor Technologies	\$1,383.99	0000357794	5/12/2010	UNR		2097.180	EFT
35910	00118540	NP24284049	0000076513	Fleetcor Technologies	\$16.27	0000358680	5/13/2010	UNR		98.660	EFT
35910	00118542	NP242698645	0000076513	Fleetcor Technologies	\$60.39	0000358680	5/13/2010	UNR		98.660	EFT
31608	00008451	NP24412579	0000076513	Fleetcor Technologies	\$1,698.39	0000368862	5/19/2010	UNR		1698.390	EFT
40100	00073506	NP24698474	0000076513	Fleetcor Technologies	\$762.894.18	0000368863	5/19/2010	UNR		762894.190	EFT
34101	00014791	NP24264047	4/5/10	Fleetcor Technologies	\$198.93	0000370596	5/20/2010	UNR		198.930	EFT
31608	00008990	NP24663461	0000076513	Fleetcor Technologies	\$781.39	0000367254	5/18/2010	UNR		2010.990	EFT
31608	00008991	NP24760134	0000076513	Fleetcor Technologies	\$1,229.61	0000367254	5/18/2010	UNR		2010.990	EFT
32300	0001540	NP24698514	0000076513	Fleetcor Technologies	\$376.81	0000369702	5/20/2010	UNR		376.810	EFT
32101	00040559	NP24698634	0000076513	Fleetcor Technologies-Fuelman Of Tn	\$763.77	0000365776	5/17/2010	UNR		763.770	EFT
33101	00064404	NP24772926	0000076513	Fleetcor Technologies	\$18.17	0000372393	5/21/2010	UNR		18.170	EFT
31608	00008519	NP24505088	0000076513	Fleetcor Technologies	\$1,333.84	0000376981	5/26/2010	UNR		1333.840	EFT
32901	00005856	NP24698512	0000076513	Fleetcor Technologies	\$4,308.95	0000380462	5/28/2010	UNR		4308.950	EFT
32501	00014783	NP24698552-1	0000076513	Fleetcor Technologies	\$282.34	0000384623	6/2/2010	UNR		2739.650	EFT
32501	00014785	NP24698552-2	0000076513	Fleetcor Technologies	\$586.68	0000384623	6/2/2010	UNR		2739.650	EFT
32501	00014786	NP24698552-3	0000076513	Fleetcor Technologies	\$770.09	0000384623	6/2/2010	UNR		2739.650	EFT
32501	00014787	NP24698552-4	0000076513	Fleetcor Technologies	\$251.13	0000384623	6/2/2010	UNR		2739.650	EFT
32501	00014788	NP24698552-5	0000076513	Fleetcor Technologies	\$236.62	0000384623	6/2/2010	UNR		2739.650	EFT
32501	00014789	NP24698552-6	0000076513	Fleetcor Technologies	\$144.46	0000384623	6/2/2010	UNR		2739.650	EFT

Unit	Voucher	Invoice	Remit Vndr	Name	Class Amt	Reference	Pyrrnt Date	Recon Status	Recorded Date	Warrant Amount	Method
32501	00014790	NP24698552-7	0000076513	Fleetcor Technologies	\$36.32	0000384623	6/2/2010	UNR		2739.650	EFT
32501	00014791	NP24698552-8	0000076513	Fleetcor Technologies	\$176.97	0000384623	6/2/2010	UNR		2739.650	EFT
33101	00062683	NP24698550	0000076513	Fleetcor Technologies	\$255.04	0000384623	6/2/2010	UNR		2739.650	EFT
32101	00041484	NP24698475	0000076513	Fleetcor Technologies-Fuelman Of In	\$995,365.21	0000384624	6/2/2010	UNR		995365.210	EFT
32601	00001570	NP24698624	0000076513	Fleetcor Technologies	\$848.89	0000384625	6/2/2010	UNR		848.890	EFT
33101	00069125	NP25197965	0000076513	Fleetcor Technologies	\$24.53	0000700818	6/15/2010	REC	6/22/2010	24.530	CHK
32101	00043354	NP25195685	0000076513	Fleetcor Technologies-Fuelman Of In	\$809.86	0000409391	6/21/2010	UNR		809.860	EFT
31608	00009252	NP24634855	0000076513	Fleetcor Technologies	\$689.29	0000404606	6/16/2010	UNR		2396.160	EFT
32701	00022659	NP24698553	0000076513	Fleetcor Technologies	\$1,726.81	0000404806	6/16/2010	UNR		2396.100	EFT
32300	0001673	NP25195464	0000076513	Fleetcor Technologies	\$356.32	0000398541	6/14/2010	UNR		413.630	EFT
35910	00140664	NP25195597	0000076513	Fleetcor Technologies	\$47.31	0000398541	6/14/2010	UNR		413.630	EFT
31608	00009314	NP24910231	0000076513	Fleetcor Technologies	\$475.74	0000412846	6/23/2010	UNR		475.740	EFT
40100	00082081	np25195424	0000076513	Fleetcor Technologies	\$800,757.13	0000412847	6/23/2010	UNR		800757.130	EFT
31608	00009391	NP24985128	0000076513	Fleetcor Technologies	\$1,746.22	0000420901	6/30/2010	UNR		1746.220	EFT
					<u>\$18,051,546.88</u>						

FLEETCOR TECHNOLOGIES PAYMENTS - FY 2010-2011

QUERY: TN_AP103_PAYMENTS_TO_A_VENDOR

Total Payments to a Vendor 61

Unit	Voucher	Invoice	Parent Unit	Name	Gross Amt	Reference	Paymt Date	Recd Status	Reconciled Date	Warrant Amount	Method
32501	00015987	NP25195503-5	0000076513	Fleetcor Technologies	\$100.24	0000430593	7/7/2010	UNR		2886.270	EFT
32501	00015985	NP25195503-3	0000076513	Fleetcor Technologies	\$384.60	0000430593	7/7/2010	UNR		2886.270	EFT
32501	00015986	NP25195503-4	0000076513	Fleetcor Technologies	\$256.37	0000430593	7/7/2010	UNR		2886.270	EFT
32501	00015980	NP25195503	0000076513	Fleetcor Technologies	\$88.31	0000430593	7/7/2010	UNR		2886.270	EFT
32501	00015982	NP25195503-1	0000076513	Fleetcor Technologies	\$247.32	0000430593	7/7/2010	UNR		2886.270	EFT
32501	00015984	NP25195503-2	0000076513	Fleetcor Technologies	\$790.53	0000430593	7/7/2010	UNR		2886.270	EFT
32501	00015988	NP25195503-6	0000076513	Fleetcor Technologies	\$382.91	0000430593	7/7/2010	UNR		2886.270	EFT
31608	00009842	NP25198714	0000076513	Fleetcor Technologies	\$635.99	0000430593	7/7/2010	UNR		2886.270	EFT
32601	00001684	NP25195575	0000076513	Fleetcor Technologies	\$647.43	0000430594	7/7/2010	UNR		647.430	EFT
52101	00044418	NP25195425	0000076513	Fleetcor Technologies-Fuelman Of Tr	\$888,803.26	0000430595	7/7/2010	UNR		888803.260	EFT
34800	00004313	NP25195508	0000076513	Fleetcor Technologies	\$37.28	0000428158	7/6/2010	UNR	7/9/2010	37.280	EFT
33101	00068180	NP25195501	0000076513	Fleetcor Technologies	\$266.24	0000742451	7/1/2010	REC		266.240	CHK
32701	00025682	NP25195504	0000076513	Fleetcor Technologies	\$1,661.88	0000762519	7/14/2010	REC	7/22/2010	1661.680	CHK
33101	00071852	NP25626306	0000076513	Fleetcor Technologies	\$14.52	0000432442	7/8/2010	UNR		14.820	EFT
32901	00006447	NP25195563	0000076513	Fleetcor Technologies	\$4,473.54	0000434381	7/9/2010	UNR		4543.910	EFT
35910	00150156	NP25626968	0000076513	Fleetcor Technologies	\$70.37	000043381	7/9/2010	UNR		4543.910	EFT
31608	00010017	NP256264575	0000076513	Fleetcor Technologies	\$882.17	0000439820	7/14/2010	UNR		882.170	EFT
32300	0001786	NP25626832	0000076513	Fleetcor Technologies	\$375.22	0000445417	7/19/2010	UNR		375.220	EFT
31608	00010018	NP25337481	0000076513	Fleetcor Technologies	\$1,708.58	0000448549	7/21/2010	UNR		1708.580	EFT
33101	00073282	NP25771449	0000076513	Fuelman	\$8.68	0000780226	7/23/2010	REC	7/29/2010	8.680	CHK
40100	00088491	np25626792	0000076513	Fleetcor Technologies	\$892,076.25	0000448920	7/22/2010	UNR		802076.290	EFT
31608	00010092	NP25412064	0000076513	Fleetcor Technologies	\$793.79	0000464903	7/28/2010	UNR		793.790	EFT
35910	00185853	NP26003316	0000076513	Fleetcor Technologies	\$49.07	0000468106	8/9/2010	UNR		49.070	EFT
32501	00017000	NP25625873-5	0000076513	Fleetcor Technologies	\$136.54	0000463643	8/4/2010	UNR		9426.060	EFT
32501	00017001	NP25625873-6	0000076513	Fleetcor Technologies	\$77.83	0000463643	8/4/2010	UNR		9426.060	EFT
32501	00017002	NP25625873-7	0000076513	Fleetcor Technologies	\$43.24	0000463643	8/4/2010	UNR		9426.060	EFT
32501	00017003	NP25625873-8	0000076513	Fleetcor Technologies	\$802.74	0000463643	8/4/2010	UNR		9426.060	EFT
34800	00004476	NP25626878	0000076513	Fleetcor Technologies	\$444.41	0000463643	8/4/2010	UNR		9426.060	EFT
31608	00010305	NP25604346	0000076513	Fleetcor Technologies	\$1,078.37	0000463643	8/4/2010	UNR		9426.060	EFT
32901	00006646	NP25625934	0000076513	Fleetcor Technologies	\$4,491.10	0000463643	8/4/2010	UNR		9426.060	EFT

Unit	Voucher	Invoice	Remit Vndr	Name	Gross Amt	Reference	Pymt Date	Recon Status	Reconciled Date	Warrant Amount	Method
32501	00015996	NP25625873-1	0000076513	Fleetcor Technologies	\$205.06	0000463643	8/4/2010	UNR		9426.060	EFT
32501	00016997	NP25625873-2	0000076513	Fleetcor Technologies	\$282.68	0000463643	8/4/2010	UNR		9426.060	EFT
32501	00015996	NP25625873-3	0000076513	Fleetcor Technologies	\$1,336.22	0000463643	8/4/2010	UNR		9426.060	EFT
32501	00016999	NP25625873-4	0000076513	Fleetcor Technologies	\$230.02	0000463643	8/4/2010	UNR		9426.060	EFT
33101	00072524	NP25625871	0000076513	Fleetcor Technologies	\$295.85	0000463643	8/4/2010	UNR		9426.060	EFT
32601	00001849	NP25625945	0000076513	Fleetcor Technologies	\$869.54	0000463644	8/4/2010	UNR		869.540	EFT
32101	00046083	NP25625793	0000076513	Fleetcor Technologies-Fuelman Of Tr	\$931,408.44	0000463645	8/4/2010	UNR		932139.820	EFT
32101	00047279	NP25625955	0000076513	Fleetcor Technologies-Fuelman Of Tr	\$731.38	0000463645	8/4/2010	UNR		932139.820	EFT
31608	00010798	NP25984415	0000076513	Fleetcor Technologies	\$752.42	0000466811	8/6/2010	UNR	8/19/2010	752.420	EFT
33101	00074957	NP26011462	0000076513	Fuelman	\$21.24	0000821885	8/12/2010	REC		21.240	CHK
32300	00001887	NP26003181	0000076513	Fleetcor Technologies	\$236.33	0000471970	8/12/2010	UNR		236.330	EFT
31608	00010397	NP25669344	0000076513	Fleetcor Technologies	\$658.59	0000470923	8/11/2010	UNR		658.590	EFT
34101	00018510	BG633362-1	0000076513	Fuelman	\$48.22	0000828004	8/16/2010	REC	8/23/2010	48.220	CHK
34101	00016314	NP25195595	0000076513	Fleetcor Technologies	\$286.12	0000480318	8/17/2010	UNR		286.120	EFT
31608	00010546	NP25750228	0000076513	Fleetcor Technologies	\$318.19	0000481630	8/18/2010	UNR		318.190	EFT
33101	00075632	NP26168467	0000076513	Fuelman	\$8.87	0000839221	8/20/2010	REC	9/1/2010	8.870	CHK
32101	00046832	NP26003302	0000076513	Fleetcor Technologies-Fuelman Of Tr	\$388.10	0000486104	8/23/2010	UNR		388.100	EFT
33101	00076073	NP26003219	0000076513	Fleetcor Technologies	\$236.23	0000487456	8/24/2010	UNR		236.230	EFT
32701	00029309	NP25625874	0000076513	Fuelman	\$3,034.86	0000937173	8/19/2010	REC	9/1/2010	3034.860	CHK
40100	00096376	NP26003141	0000076513	Fleetcor Technologies	\$727,777.16	0000484682	8/20/2010	UNR		727777.160	EFT
32601	00002007	NP26003292	0000076513	Fuelman	\$477.89	0000484683	8/20/2010	UNR		477.890	EFT
34101	00018467	BG633362	0000076513	Fuelman	\$36.24	0000843566	8/24/2010	REC	9/1/2010	36.240	CHK
31606	00010623	NP25837229	0000076513	Fleetcor Technologies	\$1,045.83	0000488963	8/29/2010	UNR		1045.830	EFT
34800	00004743	NP26003226	0000076513	Fuelman	\$1,283.71	0000841324	8/23/2010	REC	9/1/2010	1283.710	CHK
32501	00017640	NP26003221-1	0000076513	Fleetcor Technologies	\$115.69	0000497220	9/1/2010	UNR		1205.850	EFT
32501	00017641	NP26003221-2	0000076513	Fleetcor Technologies	\$97.61	0000497220	9/1/2010	UNR		1205.850	EFT
32501	00017642	NP26003221-3	0000076513	Fleetcor Technologies	\$282.40	0000497220	9/1/2010	UNR		1205.850	EFT
32501	00017643	NP26003221-4	0000076513	Fleetcor Technologies	\$139.39	0000497220	9/1/2010	UNR		1205.850	EFT
32501	00017644	NP26003221-5	0000076513	Fleetcor Technologies	\$271.39	0000497220	9/1/2010	UNR		1205.850	EFT
32501	00017645	NP26003221-6	0000076513	Fleetcor Technologies	\$95.37	0000497220	9/1/2010	UNR		1205.850	EFT
32501	00017646	NP26003221-7	0000076513	Fleetcor Technologies	\$204.00	0000497220	9/1/2010	UNR		1205.850	EFT
					<u>\$3,385,005.94</u>						

NON-COMPETITIVE AMENDMENT REQUEST:

APPROVED

Commissioner of Finance & Administration

1) RFS #	40100-00211	
2) Procuring Agency :	Tennessee Department of Transportation	
EXISTING CONTRACT INFORMATION		
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)	12/31/10	
8) CURRENT Maximum Cost : (if ALL options to extend the contract are exercised)	\$125,000,000.00	
PROPOSED AMENDMENT INFORMATION		
9) Amendment #	Three	
10) Amendment Effective Date : (attached explanation required if < 60 days after F&A receipt)	12/15/10	
11) PROPOSED Contract End Date : (if ALL options to extend the contract are exercised)	6/30/11	
12) PROPOSED Maximum Cost : (if ALL options to extend the contract are exercised)	\$138,000,000.00	
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 six months and increase the maximum liability to \$138,000,000.00.		
15) Explanation of Need for the Proposed Amendment :		
To ensure fuel services are available while the state completes the RFP process to select a contractor and to allow a prospective new contractor time to start-up the services. The Department of General Services released an RFP, but a contractor could not be secured; therefore, another RFP will be issued.		
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 ... Not Applicable to this Request 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 issued an RFP for fuel services. Proposals were evaluated but a contract could not be issued. Therefore, either General Services or TDOT will prepare a new RFP.

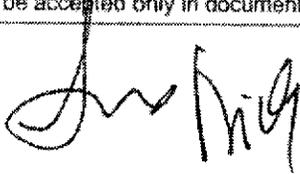
21) Justification for the Proposed Non-Competitive Amendment :

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



SEP 02 2010

Rule Exception Request

Route a completed request, as one file in PDF format, via e-mail attachment sent to: Agsprs.Agsprs@state.in.us

APPROVED

COMMISSIONER OF FINANCE & ADMINISTRATION

Request Tracking #	40100-00211	
Contract #	FA-06-16487	
Service Caption	Fuel Products	
Contractor	FleetCor Technologies Operating Co., LLC	
Contract Period <i>(with ALL options to extend exercised)</i>	69 months	
Contract Maximum Liability <i>(with ALL options to extend exercised)</i>	\$ 138,000,000.00	
Rule <i>(for which the exception is requested)</i>	<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 reimbursement in accordance with the prevailing State Comprehensive Travel Regulations
	<input type="checkbox"/>	0620-3-3-.05(5) requiring a contract set forth the prescribed Nondiscrimination provision
	<input type="checkbox"/>	OTHER <i>(cite the relevant F&A Rule, Chapter 0620-3-3, section and subsection below)</i>
Explanation of the Rule Exception Requested		
TDOT received approval to extend the contract for greater than five years. This exception is to permit another extension, beyond that which was previously approved.		
Justification		
The Department of General Services issued RFP 32106-02211 for a universal fuel card. TDOT extended their current fuel contract through December 31, 2010 to ensure there would be no break in fuel services. The Department of General Services was unable to secure a contract from the RFP; therefore, TDOT must extend their contract further in order to obtain fuel while a new RFP is prepared and new contractor is selected.		
Agency Head Signature and Date <i>(procuring agency head or authorized signatory)</i>		
		SEP 02 2010



CONTRACT AMENDMENT

Agency Tracking # 40100-00211	Edison ID 2049	Contract # FA-06-16487	Amendment # Three		
Contractor Legal Entity Name FleetCor Technologies Operating Co., LLC			Registration ID 0000076513		
Amendment Purpose & Effect(s) Change contract end date and add funding					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: June 30, 2011			
Maximum Liability (TOTAL Contract Amount) Increase/Decrease per this Amendment:			+ \$13,000,000.00		
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	31,000,000.00				31,000,000.00
TOTAL:	138,000,000.00				138,000,000.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			OCR USE		
Speed Code TX00071184		Account Code 71100000			

**AMENDMENT THREE
TO FA-06-16487**

This 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 is deleted in its entirety and replaced with the following:

B. CONTRACT PERIOD:

This Contract shall be effective for the period beginning September 12, 2005 and ending on June 30, 2011. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

2. The text of Contract Section C.1. 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 Thirty Eight Million Dollars and No Cents (\$138,000,000.00). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor 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:

SIGNATURE

DATE

PRINTED NAME AND TITLE OF 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 – 8th Floor
NASHVILLE, TENNESSEE 37243-0057
615-741-2564

Sen. Bill Ketron, Chairman
Senators

Douglas Henry Reginald Tate
Doug Jackson Ken Yager
Brian Kelsey
Randy McNally, *ex officio*
Lt. Governor Ron Ramsey, *ex officio*

Rep. Charles Curtiss, Vice-Chairman
Representatives

Harry Brooks Donna Rowland
Curtis Johnson Tony Shipley
Steve McManus Curry Todd
Mary Pruitt Eddie Yokley
Craig Fitzhugh, *ex officio*
Speaker Kent Williams, *ex officio*

M E M O R A N D U M

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

FROM: Bill Ketron, Chairman, Fiscal Review Committee *BK*
 Charles Curtiss, Vice-Chairman, Fiscal Review Committee *CC*

DATE: June 30, 2010

SUBJECT: **Contract Comments**
 (Fiscal Review Committee Meeting 6/29/10)

RFS# 401.00-00211

Department: Transportation

Contractor: FleetCor Technologies Operating Company, LLC

Summary: The vendor is responsible for the provision of gasoline, diesel, and maintenance of state vehicles for the Department. The proposed amendment extends the current contract for an additional 16 weeks through December 31, 2010, and decreases the maximum liability by \$20,066,061.

Maximum liability: \$145,066,061

Maximum liability w/amendment: \$125,000,000

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



**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
8th 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,

A handwritten signature in black ink, appearing to read "Gerald F. Nicely".

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.

Page Three

- 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 & Administration

1) RFS #	40100-00211	
2) Procuring Agency :	Tennessee Department of Transportation	
EXISTING CONTRACT INFORMATON		
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	
PROPOSED AMENDMENT INFORMATON		
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

Agency Tracking # 40100-00211	Edison ID 2049	Contract # FA-06-16487	Amendment # Two
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Contractor FleetCor Technologies Operating Co., LLC	Contractor Federal Employer Identification or Social Security # <input type="checkbox"/> C- or <input type="checkbox"/> V- 721074903-00
---------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------

Amendment Purpose/ Effects
Change contract end date

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

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
TOTAL:	125,000,000.00				125,000,000.00

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

— COMPLETE FOR AMENDMENTS —			Agency Contact & Telephone # Audra Colvin – 615-741-2498	
END DATE AMENDED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			Agency Budget Officer Approval (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) <i>Neal Ham</i>	
FY	Base Contract & Prior Amendments	THIS Amendment ONLY		
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		
TOTAL:	145,066,060.65	(20,066,060.65)	Speed Code TX00071184	Account Code 71100000

— OCR USE —	Procurement Process Summary (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.

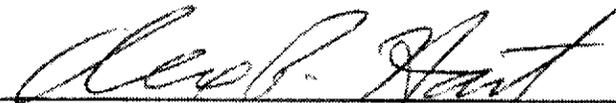
3. The text of Contract Section E.6., Performance Bond, is deleted in its entirety and replaced with the following:

E.6. Performance Bond. No Performance Bond is required.

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

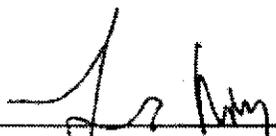
08/03/10

DATE

ALEX P. HART, PRESIDENT, FLEETCOR

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

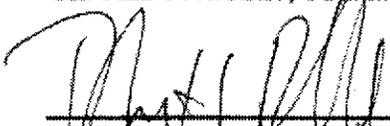
TENNESSEE DEPARTMENT OF TRANSPORTATION:



AUG 09 2010

GERALD F. NICELY, COMMISSIONER

DATE



8/9/10

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: (if applicable)	2049	Edison RFS Number: (if applicable)	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: (if applicable)	Two				
Proposed Amendment Effective Date: (if applicable)	8/15/10				
*Department Submitting:	Department of Transportation				
*Division:	Finance Division				
*Date Submitted:	6/09/10				
*Submitted Within Sixty (60) days:	Yes				
If not, explain:	--				
*Contract Vendor Name:	FleetCor Technologies Operating Co., LLC				
*Current Maximum Liability:	\$145,066,060.65 (reducing to \$125,000,000.00)				
*Current Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)					
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
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from STARS or FDAS report)					
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	
IF 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.		
IF 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.		
IF 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 " <i>other</i> " 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
Edison	\$2,882,528.86
STARS	\$17,372,660.40
	<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	Amount	Alignment Title	Process Date	Reference Document Number	Reference Document Suffix	Metrics	Vendor Disbursements
02	FLEETCOR TECHNOLOGIES	5291750	NP1292897	01839	316.08	TRICOR	7/2/2008				3,278.25
02	FLEETCOR TECHNOLOGIES	5308805	NP1301533	01978	316.08	TRICOR	7/10/2008				1,695.30
02	FLEETCOR TECHNOLOGIES	5322912	NP1310647	01978	316.08	TRICOR	7/17/2008				3,544.55
02	FLEETCOR TECHNOLOGIES	5336288	NP1320065	01996	316.08	TRICOR	7/24/2008				1,870.95
02	FLEETCOR TECHNOLOGIES	5353060	NP1332899	00015	316.08	TRICOR	7/31/2008				2,086.19
02	FLEETCOR TECHNOLOGIES	5365650	NP1341342	00015	316.08	TRICOR	8/7/2008				3,444.40
02	FLEETCOR TECHNOLOGIES	5381915	NP1350643	00154	316.08	TRICOR	8/14/2008				3,144.38
02	FLEETCOR TECHNOLOGIES	5394622	NP1371277	00154	316.08	TRICOR	8/21/2008				1,656.55
02	FLEETCOR TECHNOLOGIES	5406714	NP1381437	00154	316.08	TRICOR	8/27/2008				1,961.66
02	FLEETCOR TECHNOLOGIES	5441912	NP1389969	00321	316.08	TRICOR	9/12/2008				1,222.67
02	FLEETCOR TECHNOLOGIES	5441912	NP1398628	00321	316.08	TRICOR	9/12/2008				937.01
02	FLEETCOR TECHNOLOGIES	5450194	NP1415247	00321	316.08	TRICOR	9/18/2008				355.30
02	FLEETCOR TECHNOLOGIES	5466438	NP1421592	00321	316.08	TRICOR	9/25/2008				737.39
02	FLEETCOR TECHNOLOGIES	5483088	NP1434751	00416	316.08	TRICOR	10/22/2008				1,013.00
02	FLEETCOR TECHNOLOGIES	5493766	NP1442981	00494	316.08	TRICOR	10/8/2008				1,249.98

02	FLEETCOR TECHNOLOGIES	5512619	NP1452020	00604	316.08	TRICOR	10/16/200	1,071.02
02	FLEETCOR TECHNOLOGIES	5524444	NP1462313	00604	316.08	TRICOR	10/23/200	914.26
02	FLEETCOR TECHNOLOGIES	5540570	NP1474451	00648	316.08	TRICOR	10/30/200	2,099.59
02	FLEETCOR TECHNOLOGIES	5552802	NP1482934	00687	316.08	TRICOR	11/5/2008	712.90
02	FLEETCOR TECHNOLOGIES	5568645	NP1491867	00697	316.08	TRICOR	11/13/200	499.06
02	FLEETCOR TECHNOLOGIES	5581283	NP1501668	00776	316.08	TRICOR	11/20/200	1,021.22
02	FLEETCOR TECHNOLOGIES	5600363	NP1508205	00819	316.08	TRICOR	11/26/200	1,763.60
02	FLEETCOR TECHNOLOGIES	5610356	NP1519778	00819	316.08	TRICOR	12/4/2008	1,200.41
02	FLEETCOR TECHNOLOGIES	5624402	NP1529131	00866	316.08	TRICOR	12/11/200	607.55
02	FLEETCOR TECHNOLOGIES	5638207	NP1537824	00938	316.08	TRICOR	12/18/200	1,059.40
02	FLEETCOR TECHNOLOGIES	5644224	NP1546643	00036	316.08	TRICOR	12/22/200	488.46
02	FLEETCOR TECHNOLOGIES	5670301	NP1567886	00104	316.08	TRICOR	1/8/2009	126.29
02	FLEETCOR TECHNOLOGIES	5687145	NP1576732	00115	316.08	TRICOR	1/16/2009	201.64
02	FLEETCOR TECHNOLOGIES	5697081	NP1560074	00174	316.08	TRICOR	1/23/2009	495.97
02	FLEETCOR TECHNOLOGIES	5705333	NP1596934	00115	316.08	TRICOR	1/29/2009	200.27
02	FLEETCOR TECHNOLOGIES	5705333	NP1586475	00115	316.08	TRICOR	1/29/2009	(30.23)
02	FLEETCOR TECHNOLOGIES	5721329	NP1607327	00174	316.08	TRICOR	2/5/2009	133.81
02	FLEETCOR TECHNOLOGIES	5734147	NP1616467	00202	316.08	TRICOR	2/11/2009	250.69
02	FLEETCOR TECHNOLOGIES	5747504	NP1627289	00259	316.08	TRICOR	2/19/2009	150.28
02	FLEETCOR TECHNOLOGIES	5760884	NP1634476	00333	316.08	TRICOR	2/26/2009	590.57
02	FLEETCOR TECHNOLOGIES	5788714	NP1646306	00427	316.08	TRICOR	3/11/2009	224.52
02	FLEETCOR TECHNOLOGIES	5792834	NP1654605	00427	316.08	TRICOR	3/12/2009	386.36
02	FLEETCOR TECHNOLOGIES	5810344	NP1663012	00495	316.08	TRICOR	3/20/2009	137.40
02	FLEETCOR TECHNOLOGIES	5818359	NP1674235	00495	316.08	TRICOR	3/26/2009	352.55

00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R863683	NP1512753	000201	321.07	PROPERTY MANAGEMENT	4/2/2009	FA061648	00	130.15
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R863683	NP1512753	000201	321.07	PROPERTY MANAGEMENT	4/8/2009	FA061648	00	307.01
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	5507865	NP1475999	000194	321.07	PROPERTY MANAGEMENT	9/15/2008	FA061648	00	55.66
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	5507865	NP1475999	000194	321.07	PROPERTY MANAGEMENT	11/14/200	FA061648	00	9.47
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	5507865	NP1475999	000194	321.07	PROPERTY MANAGEMENT	8/14/2008	FA061648	00	1,515,167.19
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R789116	NP1424114	000186	321.06	DIV OF MOTOR VEHICLE MGMT	8/14/2008	FA061648	00	1,418,526.32
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R789116	NP1424114	000186	321.06	DIV OF MOTOR VEHICLE MGMT	9/22/2008	FA061648	00	1,488,636.67
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R805680	NP1424096	E00251	321.06	DIV OF MOTOR VEHICLE MGMT	9/29/2008	FA061648	00	1,400,727.51
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R861295	NP1475981	E00390	321.06	DIV OF MOTOR VEHICLE MGMT	11/13/200	FA061648	00	1,384,261.93
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R881969	NP1512735	E00443	321.06	DIV OF MOTOR VEHICLE MGMT	8/12/2008	FA061648	00	991,976.85
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R905285	NP1549410	E00500	321.06	DIV OF MOTOR VEHICLE MGMT	12/17/200	FA061648	00	553,830.93
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R36760	NP1334071	000168	321.07	PROPERTY MANAGEMENT	8/4/2008	FA061648	00	606.61
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R36760	NP1334071	000168	321.07	PROPERTY MANAGEMENT	8/4/2008	FA061648	00	39.75
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R36760	NP1334071	000168	321.07	PROPERTY MANAGEMENT	8/4/2008	FA061648	00	117.24
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R758485	NP1383375	000180	321.07	PROPERTY MANAGEMENT	8/20/2008	FA061648	00	42.69
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R758485	NP1383375	000180	321.07	PROPERTY MANAGEMENT	8/20/2008	FA061648	00	714.86
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R789116	NP1424114	000186	321.07	PROPERTY MANAGEMENT	9/15/2008	FA061648	00	342.76
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R789116	NP1424114	000186	321.07	PROPERTY MANAGEMENT	9/15/2008	FA061648	00	55.80
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R789116	NP1424114	000186	321.07	PROPERTY MANAGEMENT	9/15/2008	FA061648	00	37.35
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	5507865	NP1475999	000194	321.07	PROPERTY MANAGEMENT	10/14/200	FA061648	00	250.79
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	5507865	NP1475999	000194	321.07	PROPERTY MANAGEMENT	10/14/200	FA061648	00	32.96
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	5507865	NP1475999	000194	321.07	PROPERTY MANAGEMENT	10/14/200	FA061648	00	66.95
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R863683	NP1512753	000201	321.07	PROPERTY MANAGEMENT	11/14/200	FA061648	00	23.88
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R863683	NP1512753	000201	321.07	PROPERTY MANAGEMENT	11/14/200	FA061648	00	39.88

00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R896292	NP1549427	100207	321.07	PROPERTY MANAGEMENT	12/11/200	FA061648	00	19.45
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R896292	NP1549427	100207	321.07	PROPERTY MANAGEMENT	12/11/200	FA061648	00	36.87
09	FLEETCOR TECHNOLOGIES	5374673	NP1334058	022	323.00	VETERANS AFFAIRS	8/11/2008	FA061648	00	401.41
09	FLEETCOR TECHNOLOGIES	5374674	07/01-31/08	034	323.00	VETERANS AFFAIRS	8/11/2008	FA061648	00	372.67
09	FLEETCOR TECHNOLOGIES	5448159	NP1424101	044	323.00	VETERANS AFFAIRS	9/16/2008	FA061648	00	539.12
09	FLEETCOR TECHNOLOGIES	5512240	NP1475985	089	323.00	VETERANS AFFAIRS	10/15/200	FA061648	00	637.81
09	FLEETCOR TECHNOLOGIES	5568082	BG150504	120	323.00	VETERANS AFFAIRS	11/12/200	FA061648	00	274.05
09	FLEETCOR TECHNOLOGIES	5619919	BG150504	136	323.00	VETERANS AFFAIRS	12/9/2008	FA061648	00	127.39
09	FLEETCOR TECHNOLOGIES	5715739	12/01-31/08	164	323.00	VETERANS AFFAIRS	1/30/2009	FA061648	00	279.67
09	FLEETCOR TECHNOLOGIES	5730230	01/01-31/09	170	323.00	VETERANS AFFAIRS	2/9/2009	FA061648	00	94.91
09	FLEETCOR TECHNOLOGIES	5786373	NP1676132	192	323.00	VETERANS AFFAIRS	3/9/2009	FA061648	00	241.73
09	FLEETCOR TECHNOLOGIES	R721958	BG151882	93947	325.10	FORESTRY	7/17/2008	FA061648	00	96.18
09	FLEETCOR TECHNOLOGIES	R721958	BG151882	93947	325.10	FORESTRY	7/17/2008	FA061648	00	159.76
09	FLEETCOR TECHNOLOGIES	R721958	BG151882	93947	325.10	FORESTRY	7/17/2008	FA061648	00	825.27
09	FLEETCOR TECHNOLOGIES	R721958	BG151882	93947	325.10	FORESTRY	7/17/2008	FA061648	00	107.38
09	FLEETCOR TECHNOLOGIES	R721958	BG151882	93947	325.10	FORESTRY	7/17/2008	FA061648	00	344.68
09	FLEETCOR TECHNOLOGIES	R721958	BG151882	93947	325.10	FORESTRY	7/17/2008	FA061648	00	189.42
09	FLEETCOR TECHNOLOGIES	R721958	BG151882	93947	325.10	FORESTRY	7/17/2008	FA061648	00	80.77
09	FLEETCOR TECHNOLOGIES	R721958	BG151882	93947	325.10	FORESTRY	7/17/2008	FA061648	00	333.39
09	FLEETCOR TECHNOLOGIES	R721958	BG151882	93947	325.10	FORESTRY	7/17/2008	FA061648	00	308.56
09	FLEETCOR TECHNOLOGIES	R753439	NP1383366	90303	325.10	FORESTRY	8/15/2008	FA061648	00	367.90
09	FLEETCOR TECHNOLOGIES	R753439	NP1383366	90303	325.10	FORESTRY	8/15/2008	FA061648	00	626.06
09	FLEETCOR TECHNOLOGIES	R753439	NP1383366	90303	325.10	FORESTRY	8/15/2008	FA061648	00	237.64
09	FLEETCOR TECHNOLOGIES	R753439	NP1383366	90303	325.10	FORESTRY	8/15/2008	FA061648	00	241.30

09	FLEETCOR TECHNOLOGIES	R753439	NP1383366	90303	325.10	FORESTRY	8/15/2008	FA061648	00	42.08
09	FLEETCOR TECHNOLOGIES	R753439	NP1383366	90303	325.10	FORESTRY	8/15/2008	FA061648	00	611.91
09	FLEETCOR TECHNOLOGIES	R795389	NP1424105	90645	325.10	FORESTRY	9/19/2008	FA061648	00	258.17
09	FLEETCOR TECHNOLOGIES	R795389	NP1424105	90645	325.10	FORESTRY	9/19/2008	FA061648	00	116.09
09	FLEETCOR TECHNOLOGIES	R795389	NP1424105	90645	325.10	FORESTRY	9/19/2008	FA061648	00	597.11
09	FLEETCOR TECHNOLOGIES	R795389	NP1424105	90645	325.10	FORESTRY	9/19/2008	FA061648	00	48.81
09	FLEETCOR TECHNOLOGIES	R795389	NP1424105	90645	325.10	FORESTRY	9/19/2008	FA061648	00	251.65
09	FLEETCOR TECHNOLOGIES	R795389	NP1424105	90645	325.10	FORESTRY	9/19/2008	FA061648	00	109.69
09	FLEETCOR TECHNOLOGIES	R795389	NP1424105	90645	325.10	FORESTRY	9/19/2008	FA061648	00	91.62
09	FLEETCOR TECHNOLOGIES	R795389	NP1424105	90645	325.10	FORESTRY	9/19/2008	FA061648	00	67.78
09	FLEETCOR TECHNOLOGIES	R795389	NP1424105	90645	325.10	FORESTRY	9/19/2008	FA061648	00	395.74
09	FLEETCOR TECHNOLOGIES	R831222	BG151882	90850	325.10	FORESTRY	10/17/200	FA061648	00	249.09
09	FLEETCOR TECHNOLOGIES	R831222	BG151882	90850	325.10	FORESTRY	10/17/200	FA061648	00	681.55
09	FLEETCOR TECHNOLOGIES	R831222	BG151882	90850	325.10	FORESTRY	10/17/200	FA061648	00	245.96
09	FLEETCOR TECHNOLOGIES	R831222	BG151882	90850	325.10	FORESTRY	10/17/200	FA061648	00	347.98
09	FLEETCOR TECHNOLOGIES	R831222	BG151882	90850	325.10	FORESTRY	10/17/200	FA061648	00	145.83
09	FLEETCOR TECHNOLOGIES	R831222	BG151882	90850	325.10	FORESTRY	10/17/200	FA061648	00	60.93
09	FLEETCOR TECHNOLOGIES	R831222	BG151882	90850	325.10	FORESTRY	10/17/200	FA061648	00	576.70
09	FLEETCOR TECHNOLOGIES	R831222	BG151882	90850	325.10	FORESTRY	10/17/200	FA061648	00	14.88
09	FLEETCOR TECHNOLOGIES	R879025	NP1512744	91081	325.10	FORESTRY	11/25/200	FA061648	00	158.53
09	FLEETCOR TECHNOLOGIES	R879025	NP1512744	91081	325.10	FORESTRY	11/25/200	FA061648	00	306.14
09	FLEETCOR TECHNOLOGIES	R879025	NP1512744	91081	325.10	FORESTRY	11/25/200	FA061648	00	639.48
09	FLEETCOR TECHNOLOGIES	R879025	NP1512744	91081	325.10	FORESTRY	11/25/200	FA061648	00	502.94
09	FLEETCOR TECHNOLOGIES	R879025	NP1512744	91081	325.10	FORESTRY	11/25/200	FA061648	00	110.79

09	FLEETCOR TECHNOLOGIES	R879025	NP1512744	91081	325.10	FORESTRY	11/25/200	FA061648	00	63.97
09	FLEETCOR TECHNOLOGIES	R879025	NP1512744	91081	325.10	FORESTRY	11/25/200	FA061648	00	51.66
09	FLEETCOR TECHNOLOGIES	R879025	NP1512744	91081	325.10	FORESTRY	11/25/200	FA061648	00	65.74
09	FLEETCOR TECHNOLOGIES	R879025	NP1512744	91081	325.10	FORESTRY	11/25/200	FA061648	00	31.64
09	FLEETCOR TECHNOLOGIES	R898296	NP1549418	91253	325.10	FORESTRY	12/12/200	FA061648	00	98.22
09	FLEETCOR TECHNOLOGIES	R898296	NP1549418	91253	325.10	FORESTRY	12/12/200	FA061648	00	105.29
09	FLEETCOR TECHNOLOGIES	R898296	NP1549418	91253	325.10	FORESTRY	12/12/200	FA061648	00	218.19
09	FLEETCOR TECHNOLOGIES	R898296	NP1549418	91253	325.10	FORESTRY	12/12/200	FA061648	00	15.68
09	FLEETCOR TECHNOLOGIES	R898296	NP1549418	91253	325.10	FORESTRY	12/12/200	FA061648	00	65.45
09	FLEETCOR TECHNOLOGIES	R898296	NP1549418	91253	325.10	FORESTRY	12/12/200	FA061648	00	73.00
09	FLEETCOR TECHNOLOGIES	R898296	NP1549418	91253	325.10	FORESTRY	12/12/200	FA061648	00	15.21
09	FLEETCOR TECHNOLOGIES	R898296	NP1549418	91253	325.10	FORESTRY	12/12/200	FA061648	00	184.43
09	FLEETCOR TECHNOLOGIES	R898296	NP1549418	91253	325.10	FORESTRY	12/12/200	FA061648	00	50.10
09	FLEETCOR TECHNOLOGIES	R898296	NP1549418	91253	325.10	FORESTRY	12/12/200	FA061648	00	62.90
09	FLEETCOR TECHNOLOGIES	R898296	NP1549418	91253	325.10	FORESTRY	12/12/200	FA061648	00	12.06
09	FLEETCOR TECHNOLOGIES	R898296	NP1599913	91440	325.10	FORESTRY	1/16/2009	FA061648	00	4.81
09	FLEETCOR TECHNOLOGIES	R898296	NP1599913	91440	325.10	FORESTRY	1/16/2009	FA061648	00	44.98
09	FLEETCOR TECHNOLOGIES	R898296	NP1599913	91440	325.10	FORESTRY	1/16/2009	FA061648	00	221.14
09	FLEETCOR TECHNOLOGIES	R898296	NP1599913	91440	325.10	FORESTRY	1/16/2009	FA061648	00	40.20
09	FLEETCOR TECHNOLOGIES	R898296	NP1599913	91440	325.10	FORESTRY	1/16/2009	FA061648	00	94.83
09	FLEETCOR TECHNOLOGIES	R898296	NP1599913	91440	325.10	FORESTRY	1/16/2009	FA061648	00	17.60
09	FLEETCOR TECHNOLOGIES	R898296	NP1599913	91440	325.10	FORESTRY	1/16/2009	FA061648	00	0.75
09	FLEETCOR TECHNOLOGIES	R898296	NP1599913	91440	325.10	FORESTRY	1/16/2009	FA061648	00	66.30
09	FLEETCOR TECHNOLOGIES	R898296	NP1599913	91440	325.10	FORESTRY	1/16/2009	FA061648	00	80.00

09	FLEETCOR TECHNOLOGIES	R967651	NP1636415	91654	325.10	FORESTRY	2/18/2009	FA061648	00	8.21
09	FLEETCOR TECHNOLOGIES	R967651	NP1636415	91654	325.10	FORESTRY	2/18/2009	FA061648	00	44.59
09	FLEETCOR TECHNOLOGIES	R991490	NP1676137	91854	325.10	FORESTRY	3/12/2009	FA061648	00	25.44
09	FLEETCOR TECHNOLOGIES	R991490	NP1676137	91854	325.10	FORESTRY	3/12/2009	FA061648	00	26.43
09	FLEETCOR TECHNOLOGIES	R991490	NP1676137	91854	325.10	FORESTRY	3/12/2009	FA061648	00	222.37
09	FLEETCOR TECHNOLOGIES	R991490	NP1676137	91854	325.10	FORESTRY	3/12/2009	FA061648	00	117.83
09	FLEETCOR TECHNOLOGIES	R991490	NP1676137	91854	325.10	FORESTRY	3/12/2009	FA061648	00	47.57
09	FLEETCOR TECHNOLOGIES	R991490	NP1676137	91854	325.10	FORESTRY	3/12/2009	FA061648	00	14.22
09	FLEETCOR TECHNOLOGIES	R721958	BG192050	012	326.03	WELCOME CENTERS PROGRAM	7/17/2008	FA061648	00	522.97
09	FLEETCOR TECHNOLOGIES	R721958	BG192050	012	326.03	WELCOME CENTERS PROGRAM	9/17/2008	FA061648	00	181.34
09	FLEETCOR TECHNOLOGIES	R791973	BG192050	198	326.03	WELCOME CENTERS PROGRAM	10/21/200	FA061648	00	1,413.58
09	FLEETCOR TECHNOLOGIES	R833391	BG192050	323	326.03	WELCOME CENTERS PROGRAM	10/21/200	FA061648	00	822.30
09	FLEETCOR TECHNOLOGIES	R866643	BG192050	399	326.03	WELCOME CENTERS PROGRAM	11/1/8/200	FA061648	00	426.98
09	FLEETCOR TECHNOLOGIES	R909075	BG192050	497	326.03	WELCOME CENTERS PROGRAM	12/19/200	FA061648	00	143.13
09	FLEETCOR TECHNOLOGIES	R940520	BG192050	574	326.03	WELCOME CENTERS PROGRAM	1/21/2009	FA061648	00	58.29
09	FLEETCOR TECHNOLOGIES	R961983	BG192050	664	326.03	WELCOME CENTERS PROGRAM	2/11/2009	FA061648	00	136.92
09	FLEETCOR TECHNOLOGIES	R993822	BG192050	755	326.03	WELCOME CENTERS PROGRAM	3/16/2009	FA061648	00	27.20
09	FLEETCOR TECHNOLOGIES	R738839	NP1334062	07110210	327.12	TENNESSEE STATE PARKS	8/6/2008	FA061648	00	40.35
09	FLEETCOR TECHNOLOGIES	R738839	NP1334062	07110210	327.12	TENNESSEE STATE PARKS	8/6/2008	FA061648	00	17.76
09	FLEETCOR TECHNOLOGIES	R738839	NP1334062	07110210	327.12	TENNESSEE STATE PARKS	8/6/2008	FA061648	00	16.07
09	FLEETCOR TECHNOLOGIES	R738839	NP1334062	07110210	327.12	TENNESSEE STATE PARKS	8/6/2008	FA061648	00	220.33
09	FLEETCOR TECHNOLOGIES	R738839	NP1334062	07110210	327.12	TENNESSEE STATE PARKS	8/6/2008	FA061648	00	32.77
09	FLEETCOR TECHNOLOGIES	R777695	NP1383366	08280104	327.12	TENNESSEE STATE PARKS	9/9/2008	FA061648	00	37.11
09	FLEETCOR TECHNOLOGIES	R777695	NP1383366	08280104	327.12	TENNESSEE STATE PARKS	9/9/2008	FA061648	00	620.10

09	FLEETCOR TECHNOLOGIES	R77695	NP1383366	08280104	327.12	TENNESSEE STATE PARKS	9/9/2008	FA061648	00	84.89
09	FLEETCOR TECHNOLOGIES	R808271	NP1424105	09240410	327.12	TENNESSEE STATE PARKS	10/1/2008	FA061648	00	55.37
09	FLEETCOR TECHNOLOGIES	R808271	NP1424105	09240410	327.12	TENNESSEE STATE PARKS	10/1/2008	FA061648	00	32.25
09	FLEETCOR TECHNOLOGIES	R808271	NP1424105	09240410	327.12	TENNESSEE STATE PARKS	10/1/2008	FA061648	00	18.36
09	FLEETCOR TECHNOLOGIES	R808271	NP1424105	09240410	327.12	TENNESSEE STATE PARKS	10/1/2008	FA061648	00	257.60
09	FLEETCOR TECHNOLOGIES	R808271	NP1424105	09240410	327.12	TENNESSEE STATE PARKS	10/1/2008	FA061648	00	122.02
09	FLEETCOR TECHNOLOGIES	R838078	NP1475990	10200410	327.12	TENNESSEE STATE PARKS	10/24/200	FA061648	00	8.78
09	FLEETCOR TECHNOLOGIES	R838078	NP1475990	10200410	327.12	TENNESSEE STATE PARKS	10/24/200	FA061648	00	42.48
09	FLEETCOR TECHNOLOGIES	R838078	NP1475990	10200410	327.12	TENNESSEE STATE PARKS	10/24/200	FA061648	00	29.90
09	FLEETCOR TECHNOLOGIES	R838078	NP1475990	10200410	327.12	TENNESSEE STATE PARKS	10/24/200	FA061648	00	16.04
09	FLEETCOR TECHNOLOGIES	R838078	NP1475990	10200410	327.12	TENNESSEE STATE PARKS	10/24/200	FA061648	00	340.76
09	FLEETCOR TECHNOLOGIES	R838078	NP1475990	10200410	327.12	TENNESSEE STATE PARKS	10/24/200	FA061648	00	33.90
09	FLEETCOR TECHNOLOGIES	R872526	NP1512744	11170408	327.12	TENNESSEE STATE PARKS	11/21/200	FA061648	00	56.32
09	FLEETCOR TECHNOLOGIES	R872526	NP1512744	11170408	327.12	TENNESSEE STATE PARKS	11/21/200	FA061648	00	7.41
09	FLEETCOR TECHNOLOGIES	R872526	NP1512744	11170408	327.12	TENNESSEE STATE PARKS	11/21/200	FA061648	00	29.16
09	FLEETCOR TECHNOLOGIES	R872526	NP1512744	11170408	327.12	TENNESSEE STATE PARKS	11/21/200	FA061648	00	125.84
09	FLEETCOR TECHNOLOGIES	R872526	NP1512744	11170408	327.12	TENNESSEE STATE PARKS	11/21/200	FA061648	00	50.05
09	FLEETCOR TECHNOLOGIES	R896293	NP1549418	12050212	327.12	TENNESSEE STATE PARKS	12/11/200	FA061648	00	5.76
09	FLEETCOR TECHNOLOGIES	R896293	NP1549418	12050212	327.12	TENNESSEE STATE PARKS	12/11/200	FA061648	00	15.11
09	FLEETCOR TECHNOLOGIES	R896293	NP1549418	12050212	327.12	TENNESSEE STATE PARKS	12/11/200	FA061648	00	9.15
09	FLEETCOR TECHNOLOGIES	R896293	NP1549418	12050212	327.12	TENNESSEE STATE PARKS	12/11/200	FA061648	00	38.94
09	FLEETCOR TECHNOLOGIES	R927758	NP1599913	01070309	327.12	TENNESSEE STATE PARKS	1/12/2009	FA061648	00	18.68
09	FLEETCOR TECHNOLOGIES	R927758	NP1599913	01070309	327.12	TENNESSEE STATE PARKS	1/12/2009	FA061648	00	44.48
09	FLEETCOR TECHNOLOGIES	R963379	NP1636415	02050511	327.12	TENNESSEE STATE PARKS	2/12/2009	FA061648	00	36.76

09	FLEETCOR TECHNOLOGIES	R963379	NP1636415	02050511	327.12	TENNESSEE STATE PARKS	2/12/2009	FA061648	00	24.10
09	FLEETCOR TECHNOLOGIES	R991490	NP1676137	03030208	327.12	TENNESSEE STATE PARKS	3/12/2009	FA061648	00	8.77
09	FLEETCOR TECHNOLOGIES	R991490	NP1676137	03030208	327.12	TENNESSEE STATE PARKS	3/12/2009	FA061648	00	3.60
09	FLEETCOR TECHNOLOGIES	R991490	NP1676137	03030208	327.12	TENNESSEE STATE PARKS	3/12/2009	FA061648	01	9.61
09	FLEETCOR TECHNOLOGIES	R991490	NP1676137	03030208	327.12	TENNESSEE STATE PARKS	3/12/2009	FA061648	01	17.95
09	FLEETCOR TECHNOLOGIES	R991490	NP1676137	03030208	327.12	TENNESSEE STATE PARKS	3/12/2009	FA061648	01	42.80
09	FLEETCOR TECHNOLOGIES	R991490	NP1752311	04210504	327.12	TENNESSEE STATE PARKS	4/28/2009	FA061648	01	45.16
09	FLEETCOR TECHNOLOGIES	S032423	NP1752311	04210504	327.12	TENNESSEE STATE PARKS	4/28/2009	FA061648	01	3.29
09	FLEETCOR TECHNOLOGIES	S032423	NP1752311	04210504	327.12	TENNESSEE STATE PARKS	4/28/2009	FA061648	01	24.08
09	FLEETCOR TECHNOLOGIES	S032423	NP1752311	04210504	327.12	TENNESSEE STATE PARKS	4/28/2009	FA061648	01	115.13
09	FLEETCOR TECHNOLOGIES	S032423	NP1752311	04210504	327.12	TENNESSEE STATE PARKS	4/28/2009	FA061648	01	12.08
09	FLEETCOR TECHNOLOGIES	S064405	NP1811991	06020407	327.12	TENNESSEE STATE PARKS	6/8/2009	FA061648	01	6.84
09	FLEETCOR TECHNOLOGIES	S064405	NP1811991	06020407	327.12	TENNESSEE STATE PARKS	6/8/2009	FA061648	01	1.58
09	FLEETCOR TECHNOLOGIES	S064405	NP1811991	06020407	327.12	TENNESSEE STATE PARKS	6/8/2009	FA061648	01	31.05
09	FLEETCOR TECHNOLOGIES	S064405	NP1811991	06020407	327.12	TENNESSEE STATE PARKS	6/8/2009	FA061648	01	122.31
09	FLEETCOR TECHNOLOGIES	S066405	NP1852895	06050302	327.12	TENNESSEE STATE PARKS	6/11/2009	FA061648	01	8.80
09	FLEETCOR TECHNOLOGIES	S066405	NP1852895	06050302	327.12	TENNESSEE STATE PARKS	6/11/2009	FA061648	01	9.52
09	FLEETCOR TECHNOLOGIES	S066405	NP1852895	06050302	327.12	TENNESSEE STATE PARKS	6/11/2009	FA061648	01	178.63
09	FLEETCOR TECHNOLOGIES	S069661	NP1852895	06050302	327.12	TENNESSEE STATE PARKS	6/11/2009	FA061648	01	33.54
09	FLEETCOR TECHNOLOGIES	R738839	NP1334062	07110210	327.26	WEST TENNESSEE RIVERS AUTHORITY	8/6/2008	FA061648	00	8,012.59
09	FLEETCOR TECHNOLOGIES	R777695	NP1383366	08280104	327.26	WEST TENNESSEE RIVERS AUTHORITY	9/9/2008	FA061648	00	6,753.98
09	FLEETCOR TECHNOLOGIES	R808271	NP1424105	09240410	327.26	WEST TENNESSEE RIVERS AUTHORITY	10/1/2008	FA061648	00	10,179.33
09	FLEETCOR TECHNOLOGIES	R838078	NP1475990	10200410	327.26	WEST TENNESSEE RIVERS AUTHORITY	10/24/200	FA061648	00	5,409.52
09	FLEETCOR TECHNOLOGIES	R872526	NP1512744	11170408	327.26	WEST TENNESSEE RIVERS AUTHORITY	11/21/200	FA061648	00	3,525.05

09	FLEETCOR TECHNOLOGIES	R896291	NP1549418	12050212	327.26	WEST TENNESSEE RIVERS AUTHORITY	12/11/2008	FA061648	00	848.47
09	FLEETCOR TECHNOLOGIES	R927738	NP1599913	01070309	327.26	WEST TENNESSEE RIVERS AUTHORITY	1/12/2009	FA061648	00	769.99
09	FLEETCOR TECHNOLOGIES	R963379	NP1636415	02050511	327.26	WEST TENNESSEE RIVERS AUTHORITY	2/12/2009	FA061648	00	182.21
09	FLEETCOR TECHNOLOGIES	R991490	NP1676137	03030208	327.26	WEST TENNESSEE RIVERS AUTHORITY	3/12/2009	FA061648	00	571.16
09	FLEETCOR TECHNOLOGIES	S032423	NP1752311	04210504	327.26	WEST TENNESSEE RIVERS AUTHORITY	4/28/2009	FA061648	00	472.54
09	FLEETCOR TECHNOLOGIES	S064405	NP1811991	06020407	327.26	WEST TENNESSEE RIVERS AUTHORITY	6/8/2009	FA061648	00	784.83
09	FLEETCOR TECHNOLOGIES	S069661	NP1852895	06050302	327.26	WEST TENNESSEE RIVERS AUTHORITY	6/11/2009	FA061648	00	584.45
09	FLEETCOR TECHNOLOGIES	R991490	NP1676137	03030208	327.30	ENVIRONMENT ADMINISTRATION	3/12/2009	FA061648	00	10.31
09	FLEETCOR TECHNOLOGIES	S069661	NP1852895	06050302	327.30	ENVIRONMENT ADMINISTRATION	6/11/2009	FA061648	00	15.81
09	FLEETCOR TECHNOLOGIES	S069661	NP1852895	06050302	327.30	ENVIRONMENT ADMINISTRATION	6/11/2009	FA061648	00	7.03
09	FLEETCOR TECHNOLOGIES	R777695	NP1383366	08280104	327.34	WATER POLLUTION CONTROL	9/9/2008	FA061648	00	26.78
09	FLEETCOR TECHNOLOGIES	R838078	NP1475990	10200410	327.34	WATER POLLUTION CONTROL	10/24/2008	FA061648	00	28.27
09	FLEETCOR TECHNOLOGIES	R872526	NP1512744	11170408	327.34	WATER POLLUTION CONTROL	11/21/2008	FA061648	00	8.49
09	FLEETCOR TECHNOLOGIES	S032423	NP1752311	04210504	327.34	WATER POLLUTION CONTROL	4/28/2009	FA061648	00	5.61
09	FLEETCOR TECHNOLOGIES	S064405	NP1811991	06020407	327.34	WATER POLLUTION CONTROL	6/8/2009	FA061648	00	3.24
09	FLEETCOR TECHNOLOGIES	R808271	NP1424105	09240410	327.35	SOLID WASTE MANAGEMENT	10/1/2008	FA061648	00	17.74
09	FLEETCOR TECHNOLOGIES	R738839	NP1334062	07110210	327.36	DOE OVERSIGHT	8/6/2008	FA061648	00	31.21
09	FLEETCOR TECHNOLOGIES	R777695	NP1383366	08280104	327.36	DOE OVERSIGHT	9/9/2008	FA061648	00	23.95
09	FLEETCOR TECHNOLOGIES	R838078	NP1475990	10200410	327.36	DOE OVERSIGHT	10/24/2008	FA061648	00	14.55
09	FLEETCOR TECHNOLOGIES	R872526	NP1512744	11170408	327.36	DOE OVERSIGHT	11/21/2008	FA061648	00	36.18
09	FLEETCOR TECHNOLOGIES	S064405	NP1811991	06020407	327.36	DOE OVERSIGHT	6/8/2009	FA061648	00	14.11
09	FLEETCOR TECHNOLOGIES	S069661	NP1852895	06050302	327.36	DOE OVERSIGHT	6/11/2009	FA061648	00	21.77
09	FLEETCOR TECHNOLOGIES	R724056	NP1281133	V0975	329.01	DIVISION OF ADMINISTRATION	7/18/2008	FA061648	00	273.26
09	FLEETCOR TECHNOLOGIES	R736761	NP1334069	V1017	329.01	DIVISION OF ADMINISTRATION	8/4/2008	FA061648	00	249.22

09	FLEETCOR TECHNOLOGIES	R793490	NP1383373	V0154	329.01	DIVISION OF ADMINISTRATION	9/18/2008	FA061648	00	266.08
09	FLEETCOR TECHNOLOGIES	R805681	NP1424111	V0155	329.01	DIVISION OF ADMINISTRATION	9/29/2008	FA061648	00	284.63
09	FLEETCOR TECHNOLOGIES	R861296	NP1475996	V0324	329.01	DIVISION OF ADMINISTRATION	11/13/200	FA061648	00	230.69
09	FLEETCOR TECHNOLOGIES	R724056	NP1281133	V0975	329.11	BRUSHY MOUNTAIN PRISON COMPLEX	7/18/2008	FA061648	00	1,203.77
09	FLEETCOR TECHNOLOGIES	R736761	NP1334069	V1017	329.11	BRUSHY MOUNTAIN PRISON COMPLEX	8/4/2008	FA061648	00	1,341.52
09	FLEETCOR TECHNOLOGIES	R793490	NP1383373	V0154	329.11	BRUSHY MOUNTAIN PRISON COMPLEX	9/18/2008	FA061648	00	1,109.39
09	FLEETCOR TECHNOLOGIES	R805681	NP1424111	V0155	329.11	BRUSHY MOUNTAIN PRISON COMPLEX	9/29/2008	FA061648	00	1,310.56
09	FLEETCOR TECHNOLOGIES	R861296	NP1475996	V0324	329.11	BRUSHY MOUNTAIN PRISON COMPLEX	11/13/200	FA061648	00	1,126.79
09	FLEETCOR TECHNOLOGIES	R881970	NP1512750	V0452	329.11	BRUSHY MOUNTAIN PRISON COMPLEX	12/1/2008	FA061648	00	629.19
09	FLEETCOR TECHNOLOGIES	R927758	NP1549425	V0618	329.11	BRUSHY MOUNTAIN PRISON COMPLEX	1/12/2009	FA061648	00	220.51
09	FLEETCOR TECHNOLOGIES	R927758	NP1599919	V0618	329.11	BRUSHY MOUNTAIN PRISON COMPLEX	1/12/2009	FA061648	00	81.11
09	FLEETCOR TECHNOLOGIES	R984044	NP1676143	V0937	329.11	BRUSHY MOUNTAIN PRISON COMPLEX	3/6/2009	FA061648	00	197.70
09	FLEETCOR TECHNOLOGIES	R724056	NP1281133	V0975	329.17	CHARLES B BASS CORRECTIONAL COMPLEX	7/18/2008	FA061648	00	888.54
09	FLEETCOR TECHNOLOGIES	R736761	NP1334069	V1017	329.17	CHARLES B BASS CORRECTIONAL COMPLEX	8/4/2008	FA061648	00	1,483.57
09	FLEETCOR TECHNOLOGIES	R793490	NP1383373	V0154	329.17	CHARLES B BASS CORRECTIONAL COMPLEX	9/18/2008	FA061648	00	874.56
09	FLEETCOR TECHNOLOGIES	R805681	NP1424111	V0155	329.17	CHARLES B BASS CORRECTIONAL COMPLEX	9/29/2008	FA061648	00	908.54
09	FLEETCOR TECHNOLOGIES	R861296	NP1475996	V0324	329.17	CHARLES B BASS CORRECTIONAL COMPLEX	11/13/200	FA061648	00	800.08
09	FLEETCOR TECHNOLOGIES	R881970	NP1512750	V0452	329.17	CHARLES B BASS CORRECTIONAL COMPLEX	12/1/2008	FA061648	00	508.06
09	FLEETCOR TECHNOLOGIES	R927758	NP1549425	V0618	329.17	CHARLES B BASS CORRECTIONAL COMPLEX	1/12/2009	FA061648	00	276.06
09	FLEETCOR TECHNOLOGIES	R927758	NP1549425	V0618	329.17	CHARLES B BASS CORRECTIONAL COMPLEX	1/12/2009	FA061648	00	57.61
09	FLEETCOR TECHNOLOGIES	R974058	NP1636421	V0902	329.17	CHARLES B BASS CORRECTIONAL COMPLEX	2/25/2009	FA061648	00	191.28
09	FLEETCOR TECHNOLOGIES	R984044	NP1676143	V0937	329.17	CHARLES B BASS CORRECTIONAL COMPLEX	3/6/2009	FA061648	00	37.55
09	FLEETCOR TECHNOLOGIES	R724056	NP1281133	V0975	329.41	WEST TENNESSEE STATE PENITENTIARY	7/18/2008	FA061648	00	295.51
09	FLEETCOR TECHNOLOGIES	R724056	NP1281133	V0975	329.41	WEST TENNESSEE STATE PENITENTIARY	7/18/2008	FA061648	01	149.38

09	FLEETCOR TECHNOLOGIES	R736761	NP134069	V1017	329.41	WEST TENNESSEE STATE PENITENTIARY	8/4/2008	FA061648	00	249.29
09	FLEETCOR TECHNOLOGIES	R793490	NP1383373	V0154	329.41	WEST TENNESSEE STATE PENITENTIARY	9/18/2008	FA061648	00	343.97
09	FLEETCOR TECHNOLOGIES	R805681	NP1424111	V0155	329.41	WEST TENNESSEE STATE PENITENTIARY	9/29/2008	FA061648	00	185.42
09	FLEETCOR TECHNOLOGIES	R861296	NP1475996	V0324	329.41	WEST TENNESSEE STATE PENITENTIARY	11/13/2008	FA061648	00	411.33
09	FLEETCOR TECHNOLOGIES	R881970	NP1512750	V0452	329.41	WEST TENNESSEE STATE PENITENTIARY	12/1/2008	FA061648	00	254.76
09	FLEETCOR TECHNOLOGIES	R984044	NP1676143	V0937	329.41	WEST TENNESSEE STATE PENITENTIARY	3/6/2009	FA061648	00	109.37
09	FLEETCOR TECHNOLOGIES	R703416	NP1294228	B1019	331.90	ALVIN C. YORK AGRICULTURAL INSTITUTE	7/7/2008			34.13
09	FLEETCOR TECHNOLOGIES	R724986	NP1311676	B1036	331.90	ALVIN C. YORK AGRICULTURAL INSTITUTE	7/21/2008			18.07
09	FLEETCOR TECHNOLOGIES	R770126	NP1383703	10065	331.90	ALVIN C. YORK AGRICULTURAL INSTITUTE	9/2/2008			29.63
09	FLEETCOR TECHNOLOGIES	R800983	NP1444847	20122	331.90	ALVIN C. YORK AGRICULTURAL INSTITUTE	9/25/2008			16.36
09	FLEETCOR TECHNOLOGIES	R826948	NP1463174	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	0166	348.00	TENNESSEE BUREAU OF INVESTIGATION	8/14/2008			235.27
09	FLEETCOR TECHNOLOGIES	R751812	NP1383367	0166	348.00	TENNESSEE BUREAU OF INVESTIGATION	8/14/2008			1,808.16
09	FLEETCOR TECHNOLOGIES	R791973	NP1424105	0339	348.00	TENNESSEE BUREAU OF INVESTIGATION	9/17/2008			194.15
09	FLEETCOR TECHNOLOGIES	R791973	NP1424105	0339	348.00	TENNESSEE BUREAU OF INVESTIGATION	9/17/2008			2,481.29
09	FLEETCOR TECHNOLOGIES	R834844	NP1475990	0037	348.00	TENNESSEE BUREAU OF INVESTIGATION	10/22/2008			258.02
09	FLEETCOR TECHNOLOGIES	R834844	NP1475990	0037	348.00	TENNESSEE BUREAU OF INVESTIGATION	10/22/2008			1,364.46
09	FLEETCOR TECHNOLOGIES	R858501	NP1512744	0701	348.00	TENNESSEE BUREAU OF INVESTIGATION	11/12/2008			193.22
09	FLEETCOR TECHNOLOGIES	R907031	NP1549419	0879	348.00	TENNESSEE BUREAU OF INVESTIGATION	12/18/2008			89.45

09	PLEETCOR TECHNOLOGIES	R936676	NP1599913	1019	348.00	TENNESSEE BUREAU OF INVESTIGATION	1/15/2009	145.80
09	PLEETCOR TECHNOLOGIES	R965333	153220	0878	348.00	TENNESSEE BUREAU OF INVESTIGATION	2/13/2009	182.24
09	PLEETCOR TECHNOLOGIES	R997679	NP1676137	1326	348.00	TENNESSEE BUREAU OF INVESTIGATION	3/19/2009	197.92
09	PLEETCOR TECHNOLOGIES	S016140	NP1676275	1424	348.00	TENNESSEE BUREAU OF INVESTIGATION	4/8/2009	54.15
09	PLEETCOR TECHNOLOGIES	R726926	NP1334073	CA4521	359.62	WOODLAND HILLS DEVELOPMENT CENTER	7/23/2008	26.44
09	PLEETCOR TECHNOLOGIES	R744807	NP1383377	CA0862	359.62	WOODLAND HILLS DEVELOPMENT CENTER	8/12/2008	31.07
09	PLEETCOR TECHNOLOGIES	R773953	NP1424115	SC1628	359.62	WOODLAND HILLS DEVELOPMENT CENTER	9/5/2008	50.83
09	PLEETCOR TECHNOLOGIES	R816737	NP1476000	SC2626	359.62	WOODLAND HILLS DEVELOPMENT CENTER	10/9/2008	29.51
09	PLEETCOR TECHNOLOGIES	R816737	NP1476000	SC2626	359.62	WOODLAND HILLS DEVELOPMENT CENTER	10/9/2008	22.61
09	PLEETCOR TECHNOLOGIES	R888461	NP1549429	SC3496	359.62	WOODLAND HILLS DEVELOPMENT CENTER	12/5/2008	15.84
09	PLEETCOR TECHNOLOGIES	R924802	NP1599923	SC6418	359.62	WOODLAND HILLS DEVELOPMENT CENTER	1/8/2009	10.81
09	PLEETCOR TECHNOLOGIES	R953379	NP1636425	SC7179	359.62	WOODLAND HILLS DEVELOPMENT CENTER	2/6/2009	12.76
09	PLEETCOR TECHNOLOGIES	S023156	NP1752320	SC9445	359.62	WOODLAND HILLS DEVELOPMENT CENTER	4/15/2009	12.45
09	PLEETCOR TECHNOLOGIES	S065098	NP1812000	SC2849	359.62	WOODLAND HILLS DEVELOPMENT CENTER	6/9/2009	20.25
09	PLEETCOR TECHNOLOGIES	S065098	NP1852905	SC2850	359.62	WOODLAND HILLS DEVELOPMENT CENTER	6/9/2009	16.05
09	PLEETCOR TECHNOLOGIES	R726926	NP1334073	CA4521	359.63	MOUNTAIN VIEW DEVELOPMENT CENTER	7/23/2008	43.69
09	PLEETCOR TECHNOLOGIES	R773953	CREDIT	SC1628	359.63	MOUNTAIN VIEW DEVELOPMENT CENTER	9/5/2008	(13.81)
09	PLEETCOR TECHNOLOGIES	R816737	NP1476000	SC2626	359.63	MOUNTAIN VIEW DEVELOPMENT CENTER	10/9/2008	18.13
09	PLEETCOR TECHNOLOGIES	R851626	NP1512754	SC4703	359.63	MOUNTAIN VIEW DEVELOPMENT CENTER	11/6/2008	14.63
09	PLEETCOR TECHNOLOGIES	S002229	NP1676146	SC7995	359.63	MOUNTAIN VIEW DEVELOPMENT CENTER	3/25/2009	15.84
09	PLEETCOR TECHNOLOGIES	S065098	NP1852905	SC2850	359.63	MOUNTAIN VIEW DEVELOPMENT CENTER	6/9/2009	29.47
09	PLEETCOR TECHNOLOGIES	R726926	NP1334073	CA4521	359.65	COMMUNITY TREATMENT FACILITIES	7/23/2008	52.10
09	PLEETCOR TECHNOLOGIES	R726926	NP1334073	CA4521	359.65	COMMUNITY TREATMENT FACILITIES	7/23/2008	22.45
09	PLEETCOR TECHNOLOGIES	R726926	NP1334073	CA4521	359.65	COMMUNITY TREATMENT FACILITIES	7/23/2008	15.35
09	PLEETCOR TECHNOLOGIES	R726926	NP1334073	CA4521	359.65	COMMUNITY TREATMENT FACILITIES	7/23/2008	10.96

09	FLEETCOR TECHNOLOGIES	R726926	NP1334073	CA4521	359.65	COMMUNITY TREATMENT FACILITIES	7/23/2008		5.60
09	FLEETCOR TECHNOLOGIES	R744807	NP1383377	CA0862	359.65	COMMUNITY TREATMENT FACILITIES	8/12/2008		32.65
09	FLEETCOR TECHNOLOGIES	R744807	NP1383377	CA0862	359.65	COMMUNITY TREATMENT FACILITIES	8/12/2008		8.71
09	FLEETCOR TECHNOLOGIES	R744807	NP1383377	CA0862	359.65	COMMUNITY TREATMENT FACILITIES	8/12/2008		16.86
09	FLEETCOR TECHNOLOGIES	R744807	NP1383377	CA0862	359.65	COMMUNITY TREATMENT FACILITIES	8/12/2008		6.41
09	FLEETCOR TECHNOLOGIES	R773953	NP1424115	SCI628	359.65	COMMUNITY TREATMENT FACILITIES	9/5/2008		7.41
09	FLEETCOR TECHNOLOGIES	R773953	NP1424115	SCI628	359.65	COMMUNITY TREATMENT FACILITIES	9/5/2008		17.95
09	FLEETCOR TECHNOLOGIES	R816737	NP1476000	SC2626	359.65	COMMUNITY TREATMENT FACILITIES	10/9/2008		14.31
09	FLEETCOR TECHNOLOGIES	R851626	NP1512754	SC4703	359.65	COMMUNITY TREATMENT FACILITIES	11/6/2008		16.25
09	FLEETCOR TECHNOLOGIES	R851626	NP1512754	SC4703	359.65	COMMUNITY TREATMENT FACILITIES	11/6/2008		9.70
09	FLEETCOR TECHNOLOGIES	R851626	NP1512754	SC4703	359.65	COMMUNITY TREATMENT FACILITIES	11/6/2008		10.23
09	FLEETCOR TECHNOLOGIES	SO23156	NP1752320	SC9445	359.65	COMMUNITY TREATMENT FACILITIES	4/15/2009		4.83
09	FLEETCOR TECHNOLOGIES	SO65098	NP1812000	SC2849	359.65	COMMUNITY TREATMENT FACILITIES	6/9/2009		8.37
09	FLEETCOR TECHNOLOGIES	SO65098	NP1812000	SC2849	359.65	COMMUNITY TREATMENT FACILITIES	6/9/2009		6.90
09	FLEETCOR TECHNOLOGIES	SO65098	NP1812000	SC2849	359.65	COMMUNITY TREATMENT FACILITIES	6/9/2009		4.28
09	FLEETCOR TECHNOLOGIES	SO65098	NP1852905	SC2850	359.65	COMMUNITY TREATMENT FACILITIES	6/9/2009		8.29
09	FLEETCOR TECHNOLOGIES	SO65098	NP1852905	SC2850	359.65	COMMUNITY TREATMENT FACILITIES	6/9/2009		9.70
09	FLEETCOR TECHNOLOGIES	SO65098	NP1852905	SC2850	359.65	COMMUNITY TREATMENT FACILITIES	6/9/2009		1,243,327.23
09	FLEETCOR TECHNOLOGIES	R748228	NP1334051	DD0009712	430.00	EQUIPMENT PURCHASES AND OPERATIONS	8/13/2008	FA061648	(349,738.29)
09	FLEETCOR TECHNOLOGIES	R748228	NP1334051	DD0009712	430.00	EQUIPMENT PURCHASES AND OPERATIONS	8/13/2008	FA061648	349,738.28
09	FLEETCOR TECHNOLOGIES	R748228	NP1334051	DD0009712	430.00	EQUIPMENT PURCHASES AND OPERATIONS	8/13/2008	FA061648	1,249,104.51
09	FLEETCOR TECHNOLOGIES	R762214	NP1383358	DD0010034	430.00	EQUIPMENT PURCHASES AND OPERATIONS	8/25/2008	FA061648	(353,930.00)
09	FLEETCOR TECHNOLOGIES	R762214	NP1383358	DD0010034	430.00	EQUIPMENT PURCHASES AND OPERATIONS	8/25/2008	FA061648	353,930.00
09	FLEETCOR TECHNOLOGIES	R762214	NP1383358	DD0010034	430.00	EQUIPMENT PURCHASES AND OPERATIONS	8/25/2008	FA061648	1,037,889.37

00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R90309	NP1424096	D0010378	430.00	EQUIPMENT PURCHASES AND OPERATIONS	9/16/2008	FA061648	00	(318,715.04)
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R90309	NP1424096	D0010378	430.00	EQUIPMENT PURCHASES AND OPERATIONS	9/16/2008	FA061648	00	318,715.04
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R853590	NP1475980	D0010976	430.00	EQUIPMENT PURCHASES AND OPERATIONS	11/7/2008	FA061648	00	(330,042.58)
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R853590	NP1475980	D0010976	430.00	EQUIPMENT PURCHASES AND OPERATIONS	11/7/2008	FA061648	00	330,042.58
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R853590	NP1475980	D0010976	430.00	EQUIPMENT PURCHASES AND OPERATIONS	11/7/2008	FA061648	00	1,038,079.67
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R870554	NP1512735	D0011244	430.00	EQUIPMENT PURCHASES AND OPERATIONS	11/20/200	FA061648	00	782,696.02
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R870554	NP1512735	D0011244	430.00	EQUIPMENT PURCHASES AND OPERATIONS	11/20/200	FA061648	00	(252,470.23)
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R870554	NP1512735	D0011244	430.00	EQUIPMENT PURCHASES AND OPERATIONS	11/20/200	FA061648	00	252,470.23
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R911585	NP1549410	D0011616	430.00	EQUIPMENT PURCHASES AND OPERATIONS	12/23/200	FA061648	00	430,808.10
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R911585	NP1549410	D0011616	430.00	EQUIPMENT PURCHASES AND OPERATIONS	12/23/200	FA061648	00	(132,119.13)
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R911585	NP1549410	D0011616	430.00	EQUIPMENT PURCHASES AND OPERATIONS	12/23/200	FA061648	00	132,119.13
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R944439	NP1599904	D0011964	430.00	EQUIPMENT PURCHASES AND OPERATIONS	1/26/2009	FA061648	00	392,221.27
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R944439	NP1599904	D0011964	430.00	EQUIPMENT PURCHASES AND OPERATIONS	1/26/2009	FA061648	00	(105,103.07)
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R944439	NP1599904	D0011964	430.00	EQUIPMENT PURCHASES AND OPERATIONS	1/26/2009	FA061648	00	105,103.07
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R965332	NP1636406	D0012256	430.00	EQUIPMENT PURCHASES AND OPERATIONS	2/13/2009	FA061648	00	470,361.84
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R965332	NP1636406	D0012256	430.00	EQUIPMENT PURCHASES AND OPERATIONS	2/13/2009	FA061648	00	(129,632.88)
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R965332	NP1636406	D0012256	430.00	EQUIPMENT PURCHASES AND OPERATIONS	2/13/2009	FA061648	00	129,632.88
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R965332	NP1636406	D0012256	430.00	EQUIPMENT PURCHASES AND OPERATIONS	2/13/2009	FA061648	00	413,734.64
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R998961	NP1676128	D0012789	430.00	EQUIPMENT PURCHASES AND OPERATIONS	3/20/2009	FA061648	00	(131,931.72)
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R998961	NP1676128	D0012789	430.00	EQUIPMENT PURCHASES AND OPERATIONS	3/20/2009	FA061648	00	131,931.72
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R998961	NP1676128	D0012789	430.00	EQUIPMENT PURCHASES AND OPERATIONS	3/20/2009	FA061648	00	484,375.35
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	S026723	NP1752302	D0013167	430.00	EQUIPMENT PURCHASES AND OPERATIONS	4/20/2009	FA061648	00	(152,193.88)
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	S026723	NP1752302	D0013167	430.00	EQUIPMENT PURCHASES AND OPERATIONS	4/20/2009	FA061648	00	152,193.88
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	S026723	NP1752302	D0013167	430.00	EQUIPMENT PURCHASES AND OPERATIONS	4/20/2009	FA061648	00	454,308.85

00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	S058884	NP1811982	D0013626	430.00	EQUIPMENT PURCHASES AND OPERATIONS	5/29/2009	FA061648	00	(155,371.17)
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	S058884	NP1811982	D0013626	430.00	EQUIPMENT PURCHASES AND OPERATIONS	5/29/2009	FA061648	00	155,371.17
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	S072090	NP1852887	D0013897	430.00	EQUIPMENT PURCHASES AND OPERATIONS	6/15/2009	FA061648	00	488,112.18
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	S072090	NP1852887	D0013897	430.00	EQUIPMENT PURCHASES AND OPERATIONS	6/15/2009	FA061648	00	(167,639.90)
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	S072090	NP1852887	D0013897	430.00	EQUIPMENT PURCHASES AND OPERATIONS	6/15/2009	FA061648	00	167,639.90
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	S072090	NP1852887	D0013897	430.00	EQUIPMENT PURCHASES AND OPERATIONS	6/15/2009	FA061648	00	525.00
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R236760	NP1334071	000168	501.01	FACILITIES REVOLVING FUND	8/4/2008	FA061648	00	387.75
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R758485	NP1383375	000180	501.01	FACILITIES REVOLVING FUND	8/20/2008	FA061648	00	346.55
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R789116	NP1424114	000186	501.01	FACILITIES REVOLVING FUND	9/15/2008	FA061648	00	261.71
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	S507865	NP1475999	000194	501.01	FACILITIES REVOLVING FUND	10/14/200	FA061648	00	246.78
00	FLEETCOR TECHNOLOGIES-FUELMAN OF TN	R863683	NP1512753	000201	501.01	FACILITIES REVOLVING FUND	11/14/200	FA061648	00	167.73
Total										17,372,660.40

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Line	Account	Invoice	Party	Name	Class	Amount	Reference	Print Date	Reason	Status	Reconciled	Date	Warrant	Amount	Method
32101	00001263	NP15899048		Fleetcor Technologies-Fuelman Of Tn		434904.610	0000005418	2/17/2009	REC			4/20/2010		434904.610 EFT	
32101	00001272	NP16364238		Fleetcor Technologies-Fuelman Of Tn		15,040	0000008977	2/18/2009	REC			4/20/2010		15,040 EFT	
34101	00000698	BG633362X02-02-09		Fleetcor Technologies		14,750	0000009754	3/4/2009	REC			4/20/2010		14,750 EFT	
32101	00002273	NP16364070		Fuelman Of Tennessee		554098.510	0000010372	3/5/2009	REC			4/20/2010		554098.510 EFT	
32101	00004454	NP16761283		Fleetcor Technologies-Fuelman Of Tn		557412.510	0000017568	4/1/2009	REC			4/20/2010		557395.750 EFT	
32101	00004460	NP16761456		Fleetcor Technologies-Fuelman Of Tn		383,240	0000017568	4/1/2009	REC			4/20/2010		557395.750 EFT	
34101	00001755	BG633362 03-02-09		Fleetcor Technologies		34,980	0000018799	4/7/2009	REC			4/20/2010		34,980 EFT	
31608	00000205	NP17253409		Fleetcor Technologies		223,400	0000022098	4/20/2009	REC			4/20/2010		700,470 EFT	
31608	00000206	NP17376558		Fleetcor Technologies		477,070	0000022098	4/20/2009	REC			4/20/2010		700,470 EFT	
33101	00012113	NP17758874		Fleetcor Technologies		10,580	0000022618	4/21/2009	REC			4/20/2010		10,580 EFT	
34800	00000081	NP17523118		Fleetcor Technologies		188,050	0000028239	5/4/2009	REC			4/20/2010		188,050 EFT	
32801	00000055	04/06/2009		Fleetcor Technologies		267,700	0000029515	5/6/2009	REC			4/20/2010		267,700 EFT	
32300	00000021	NP7523068		Fleetcor Technologies		86,230	000000167	5/6/2009	REC			4/20/2010		86,230 ACH	
32501	00000482	NP17523113E		Fleetcor Technologies		120,180	0000029513	5/6/2009	REC			4/20/2010		1092,900 EFT	
32501	00000483	NP1752313F		Fleetcor Technologies		49,710	0000029513	5/6/2009	REC			4/20/2010		1092,900 EFT	
32501	00000479	NP1752313B		Fleetcor Technologies		214,020	0000029513	5/6/2009	REC			4/20/2010		1092,900 EFT	
32501	00000480	NP1752313C		Fleetcor Technologies		353,980	0000029513	5/6/2009	REC			4/20/2010		1092,900 EFT	
32501	00000481	NP1752313D		Fleetcor Technologies		74,380	0000029513	5/6/2009	REC			4/20/2010		1092,900 EFT	
32501	00000308	NP17523113		Fleetcor Technologies		98,700	0000029513	5/6/2009	REC			4/20/2010		1092,900 EFT	
31608	00000520	NP17508616		Fleetcor Technologies		182,030	0000029513	5/6/2009	REC			4/20/2010		1092,900 EFT	
32101	00008257	NP17523198		Fleetcor Technologies-Fuelman Of Tn		221,100	0000029514	5/6/2009	REC			4/20/2010		221,100 EFT	
34101	000003189	BG633362 5-04-09		Fleetcor Technologies		7,070	0000034457	5/18/2009	REC			4/20/2010		7,070 EFT	
31608	00000521	NP17744839		Fleetcor Technologies		517,620	0000032810	5/13/2009	REC			4/20/2010		517,620 EFT	
32101	00008218	NP17523028		Fleetcor Technologies-Fuelman Of Tn		659776.960	0000032811	5/13/2009	REC			4/20/2010		659728.960 EFT	
31608	00000522	NP17852894		Fleetcor Technologies		368,600	0000035957	5/20/2009	REC			4/20/2010		368,600 EFT	
32300	00000155	NP18119865		Fleetcor Technologies		264,610	0000036588	5/21/2009	REC			4/20/2010		264,610 EFT	
34800	00000243	np18119914		Fleetcor Technologies		76,290	0000037253	5/22/2009	REC			4/20/2010		76,290 EFT	
31608	00000918	NP17964876		Fleetcor Technologies		493,880	0000036588	5/22/2009	REC			4/20/2010		493,880 EFT	
32901	00016406	NP18224552		Fleetcor Technologies		11,000	0000043715	5/21/2009	REC			5/30/2009		11,000 CHK	
32901	00000642	np17523175		Fleetcor Technologies		744,960	0000041654	6/2/2009	REC			4/20/2010		2040,930 EFT	
32901	00000645	np18119971		Fleetcor Technologies		1295,970	0000041654	6/2/2009	REC			4/20/2010		2040,930 EFT	
31608	00000919	NP18102672		Fleetcor Technologies		935,230	0000042305	6/3/2009	REC			4/20/2010		1704,830 EFT	
32501	00001039	NP18119909-1		Fleetcor Technologies		25,550	0000042305	6/3/2009	REC			4/20/2010		1704,830 EFT	
32501	00001154	NP18119909-2		Fleetcor Technologies		187,680	0000042305	6/3/2009	REC			4/20/2010		1704,830 EFT	

32501	00001156	NP18119909-4	0000076513	Fleetcor Technologies	103,070	00000042305	6/3/2009	REC	4/20/2010	1704,830	EFT
32501	00001157	NP18119909-5	0000076513	Fleetcor Technologies	101,130	00000042305	6/3/2009	REC	4/20/2010	1704,830	EFT
32501	00001158	NP18119909-6	0000076513	Fleetcor Technologies	73,230	00000042305	6/3/2009	REC	4/20/2010	1704,830	EFT
32501	00001159	NP18119909-7	0000076513	Fleetcor Technologies	14,980	00000042305	6/3/2009	REC	4/20/2010	1704,830	EFT
32501	00001160	NP18119909-8	0000076513	Fleetcor Technologies	263,960	00000042305	6/3/2009	REC	4/20/2010	664445,000	EFT
32101	00009954	NP18119984	0000076513	Fleetcor Technologies-Fuelman Of Tn	154,580	00000042306	6/3/2009	REC	4/20/2010	664445,000	EFT
32101	00010137	NP181199825	0000076513	Fleetcor Technologies-Fuelman Of Tn	664,290	00000042306	6/3/2009	REC	4/20/2010	664445,000	EFT
32601	00000097	NP18119983	0000076513	Fleetcor Technologies	271,780	00000042307	6/3/2009	REC	4/20/2010	271,780	EFT
32601	00001155	NP18119909-3	0000076513	Fleetcor Technologies	611,960	00000044639	6/9/2009	REC	4/20/2010	611,960	EFT
31608	00001425	NP18210800	0000076513	Fleetcor Technologies	45,670	00000044152	6/8/2009	REC	4/20/2010	479,810	EFT
31608	00001426	NP182965738	0000076513	Fleetcor Technologies	434,140	00000044152	6/8/2009	REC	4/20/2010	479,810	EFT
34101	00004337	BG633362 6-1-09	0000076513	Fleetcor Technologies	10,380	00000048752	6/17/2009	REC	4/20/2010	10,380	EFT
32901	00000962	np18529018	0000076513	Fleetcor Technologies	1418,470	00000051481	6/24/2009	REC	4/20/2010	1418,470	EFT
32101	00012412	NP18529041	0000076513	Fleetcor Technologies	653,670	00000051482	6/24/2009	REC	4/20/2010	653,670	EFT
33101	00019959	NP18687164	0000076513	Fleetcor Technologies	15,350	00000061553	6/26/2009	REC	7/8/2009	15,350	CHK

2882528,980
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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 Tr	1003,210	0000071414	8/10/2009	REC	4/20/2010	1003,210	EFT
33101	00024073	NP20355625	0000076513	Fleetcor Technologies	14,750	0000096580	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	EG151989	0000076513	Fleetcor Technologies	220,820	0000614453	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	EG151882-1	0000076513	Fleetcor Technologies	69,680	0000082061	9/2/2009	REC	4/20/2010	1261,220	EFT
32501	00004059	EG151882-2	0000076513	Fleetcor Technologies	123,770	0000082061	9/2/2009	REC	4/20/2010	1261,220	EFT
32501	00004060	EG151882-3	0000076513	Fleetcor Technologies	256,540	0000082061	9/2/2009	REC	4/20/2010	1261,220	EFT
32501	00004061	EG151882-4	0000076513	Fleetcor Technologies	183,270	0000082061	9/2/2009	REC	4/20/2010	1261,220	EFT
32501	00004062	EG151882-5	0000076513	Fleetcor Technologies	150,290	0000082061	9/2/2009	REC	4/20/2010	1261,220	EFT
32501	00004066	EG151882-6	0000076513	Fleetcor Technologies	57,150	0000082061	9/2/2009	REC	4/20/2010	1261,220	EFT
32501	00004067	EG151882-7	0000076513	Fleetcor Technologies	75,300	0000082061	9/2/2009	REC	4/20/2010	1261,220	EFT
31608	00002965	NP20306488	0000076513	Fleetcor Technologies	345,220	0000082061	9/2/2009	REC	4/20/2010	710,240	EFT
32101	00017653	NP20348143	0000076513	Fleetcor Technologies-Fuelman Of Tr	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
32501	00000474	NP20348132	0000076513	Fleetcor Technologies	499,490	0000083076	9/3/2009	REC	4/20/2010	499,490	EFT
32300	00000551	BA150504P	0000076513	Fleetcor Technologies	121,130	0000109525	9/2/2009	REC	9/23/2009	121,130	CHK
33101	00027489	NP20528064	0000076513	Fleetcor Technologies	15,920	0000084474	9/8/2009	REC	4/20/2010	15,920	EFT
32101	00018697	NP20347977	0000076513	Fleetcor Technologies-Fuelman Of Tr	791222,470	0000088279	9/15/2009	REC	4/20/2010	791222,470	EFT
32901	00001784	NP20348120	0000076513	Fleetcor Technologies	3206,180	0000091169	9/21/2009	REC	4/20/2010	3206,180	EFT
31608	00003365	NP20984838	0000076513	Fleetcor Technologies	238,300	0000092490	9/23/2009	REC	4/20/2010	238,300	EFT
32101	00020885	NP20511545	0000076513	Fleetcor Technologies-Fuelman Of Tr	490,280	0000092491	9/23/2009	REC	4/20/2010	490,280	EFT
31608	00003330	NP20511545	0000076513	Fleetcor Technologies	1086,210	0000098029	9/16/2009	REC	4/20/2010	1086,210	EFT
32601	00000540	NP20944830	0000076513	Fleetcor Technologies	701,450	0000104900	10/13/2009	UNR	4/20/2010	701,450	EFT
31608	00003759	NP20934950	0000076513	Fleetcor Technologies	721,020	0000101001	10/7/2009	UNR	4/20/2010	721,020	EFT
33101	00031510	NP21212890	0000076513	Fleetcor Technologies	18,940	0000101001	10/7/2009	UNR	4/20/2010	18,940	EFT
33101	00030221	NP20944755	0000076513	Fleetcor Technologies	347,550	0000101002	10/7/2009	UNR	4/20/2010	347,550	EFT
32501	00004892	NP20944757-1	0000076513	Fleetcor Technologies	39,180	0000095571	9/30/2009	REC	4/20/2010	2073,530	EFT
32501	00004893	NP20944757-2	0000076513	Fleetcor Technologies	93,690	0000095571	9/30/2009	REC	4/20/2010	2073,530	EFT
32501	00004896	NP20944757-5	0000076513	Fleetcor Technologies	172,560	0000095571	9/30/2009	REC	4/20/2010	2073,530	EFT
32501	00004897	NP20944757-6	0000076513	Fleetcor Technologies	188,090	0000095571	9/30/2009	REC	4/20/2010	2073,530	EFT
32501	00004898	NP20944757-7	0000076513	Fleetcor Technologies	21,190	0000095571	9/30/2009	REC	4/20/2010	2073,530	EFT
32501	00004899	NP20944757-8	0000076513	Fleetcor Technologies	343,920	0000095571	9/30/2009	REC	4/20/2010	2073,530	EFT
31608	00003823	NP20683217	0000076513	Fleetcor Technologies	1214,900	0000095571	9/30/2009	REC	4/20/2010	2073,530	EFT

40100	00012828	NP20944673	0000076513	Fuelman Of Tennessee	682418.800	0000099006	10/22/2009	UNR	682418.800	EFT
34800	00001571	NP20348064	0000076513	Flektor Technologies	866.140	0000099786	10/6/2009	UNR	866.140	EFT
32501	00004894	NP20944757-3	0000076513	Flektor Technologies	880.280	0000102278	10/8/2009	UNR	1461.160	EFT
32501	00004895	NP20944757-4	0000076513	Flektor Technologies	580.880	0000102278	10/8/2009	UNR	1461.160	EFT
32101	00020939	NP20944674	0000076513	Flektor Technologies-Fuelman Of Tn	904988.630	0000102279	10/8/2009	UNR	904988.630	EFT
31608	00004013	NP21106382	0000076513	Flektor Technologies	144.010	0000103580	10/9/2009	UNR	144.010	EFT
34800	00007680	NP20944762	0000076513	Flektor Technologies	2059.100	0000109330	10/15/2009	UNR	2059.100	EFT
31608	00003785	NP21015772	0000076513	Flektor Technologies	548.230	0000107648	10/4/2009	UNR	548.230	EFT
32101	00023293	NP21423193	0000076513	Flektor Technologies-Fuelman Of Tn	232.060	0000119104	10/23/2009	UNR	232.060	EFT
31608	00004158	NP21193735	0000076513	Flektor Technologies	291.170	0000123059	10/28/2009	UNR	291.170	EFT
32300	00000702	NP21423066	0000076513	Flektor Technologies	424.760	0000133542	11/4/2009	UNR	424.760	EFT
34101	00007435	BG633362_Sep17	0000076513	Flektor Technologies	26.620	0000135685	11/5/2009	UNR	26.620	EFT
32501	00006290	NP21423109-7	0000076513	Flektor Technologies	87.360	0000134021	11/4/2009	UNR	3056.020	EFT
32501	00006291	NP21423109-8	0000076513	Flektor Technologies	338.610	0000134021	11/4/2009	UNR	3056.020	EFT
32501	00006289	NP21423109-6	0000076513	Flektor Technologies	30.230	0000134021	11/4/2009	UNR	3056.020	EFT
31608	00004244	NP21397362	0000076513	Flektor Technologies	1353.020	0000134021	11/4/2009	UNR	3056.020	EFT
32501	00006289	NP21423109-1	0000076513	Flektor Technologies	120.210	0000134021	11/4/2009	UNR	3056.020	EFT
32501	00006288	NP21423109-5	0000076513	Flektor Technologies	90.770	0000134021	11/4/2009	UNR	3056.020	EFT
32501	00006285	NP21423109-2	0000076513	Flektor Technologies	430.880	0000134021	11/4/2009	UNR	3056.020	EFT
32501	00006286	NP21423109-3	0000076513	Flektor Technologies	382.540	0000134021	11/4/2009	UNR	3056.020	EFT
32501	00006287	NP21423109-4	0000076513	Flektor Technologies	222.390	0000134021	11/4/2009	UNR	3056.020	EFT
33101	00033614	10052009	0000076513	Flektor Technologies	163.180	0000134022	11/4/2009	UNR	816.470	EFT
32501	00000619	NP21423183	0000076513	Flektor Technologies	653.290	0000134022	11/4/2009	UNR	816.470	EFT
35910	00006461	NP21423205	0000076513	Flektor Technologies	78.190	0000131837	11/3/2009	UNR	8827.130	EFT
32901	00002898	NP21423171	0000076513	Flektor Technologies	2840.750	0000131837	11/3/2009	UNR	8827.130	EFT
32901	00002700	NP20194818	0000076513	Flektor Technologies	3908.190	0000131837	11/3/2009	UNR	8827.130	EFT
40100	00019512	NP21423025	0000076513	Flektor Technologies	599364.580	0000127738	10/30/2009	UNR	8827.130	EFT
32701	00000922	NP21423114	0000076513	Flektor Technologies	1251.720	0000138084	11/6/2009	UNR	1251.720	EFT
31608	00004309	NP21485969	0000076513	Flektor Technologies	2690.750	0000143130	11/10/2009	UNR	2907.780	EFT
32101	00024391	NP21423026	0000076513	Flektor Technologies-Fuelman Of Tn	217.030	0000143130	11/10/2009	UNR	2907.780	EFT
34800	00002097	NP21865624	0000076513	Flektor Technologies	820573.110	0000143131	11/10/2009	UNR	820573.110	EFT
31608	00004556	NP21594642	0000076513	Flektor Technologies	10.980	0000155783	11/18/2009	UNR	10.980	EFT
35910	00025830	NP21865715	0000076513	Flektor Technologies	166.850	0000158981	11/20/2009	UNR	166.850	EFT
32101	00025592	NP21865703	0000076513	Flektor Technologies-Fuelman Of Tn	35.540	0000158981	11/20/2009	UNR	35.540	EFT
32901	00002918	np21865681	0000076513	Flektor Technologies	531.420	0000154506	11/17/2009	UNR	531.420	EFT
40100	00026008	NP21865634	0000076513	Flektor Technologies	1738.860	0000160474	11/23/2009	UNR	1738.860	EFT
32300	00000806	BG150504_1102	0000076513	Flektor Technologies	615158.010	0000160475	11/23/2009	UNR	615158.010	EFT
					117.870	0000253228	11/25/2009	REC	117.870	CHK

12/3/2009

31608	00004883	NP21961495	0000076513	Fleacor Technologies	2368.250	0000172753	12/4/2009	UNR	5127.020	EFT
31608	00004884	NP22042713	0000076513	Fleacor Technologies	2758.770	0000172753	12/4/2009	UNR	5127.020	EFT
32501	00006952	NP21865619-1	0000076513	Fleacor Technologies	87.540	0000170584	12/2/2009	UNR	3279.920	EFT
32501	00006953	NP21865619-2	0000076513	Fleacor Technologies	326.450	0000170584	12/2/2009	UNR	3279.920	EFT
32501	00006954	NP21865619-3	0000076513	Fleacor Technologies	367.220	0000170584	12/2/2009	UNR	3279.920	EFT
32501	00006955	NP21865619-4	0000076513	Fleacor Technologies	84.310	0000170584	12/2/2009	UNR	3279.920	EFT
32501	00006956	NP21865619-5	0000076513	Fleacor Technologies	32.320	0000170584	12/2/2009	UNR	3279.920	EFT
32501	00006957	NP21865619-6	0000076513	Fleacor Technologies	19.090	0000170584	12/2/2009	UNR	3279.920	EFT
32501	00006958	NP21865619-7	0000076513	Fleacor Technologies	179.790	0000170584	12/2/2009	UNR	3279.920	EFT
32501	00006959	NP21865619-8	0000076513	Fleacor Technologies	253.440	0000170584	12/2/2009	UNR	3279.920	EFT
31608	00004881	NP21693308	0000076513	Fleacor Technologies	757.410	0000170584	12/2/2009	UNR	3279.920	EFT
31608	00004882	NP21843985	0000076513	Fleacor Technologies	10.020	0000170584	12/2/2009	UNR	3279.920	EFT
31608	00004885	NP22128183	0000076513	Fleacor Technologies	1183.330	0000170584	12/2/2009	UNR	3279.920	EFT
32801	00000751	NP21865693	0000076513	Fleacor Technologies	461.970	0000170585	12/2/2009	UNR	646.340	EFT
33101	00009647	EG151870	0000076513	Fleacor Technologies	184.370	0000170585	12/2/2009	UNR	646.340	EFT
32101	00025765	NP21865535	0000076513	Fleacor Technologies-Fuelman Of Tn	867776.110	0000170586	12/2/2009	UNR	867776.110	EFT
32300	00000924	NP22435543	0000076513	Fleacor Technologies	347.520	0000181341	12/1/2/2009	UNR	347.520	EFT
32701	00003120	NP21865620	0000076513	Fleacor Technologies	900.760	0000184201	12/14/2009	UNR	900.760	EFT
35910	00033120	NP22435582	0000076513	Fleacor Technologies	60.320	0000188058	12/16/2009	UNR	80.320	EFT
32801	00003281	NP22435648	0000076513	Fleacor Technologies	1707.700	0000197966	12/23/2009	UNR	1707.700	EFT
40100	00035452	NP22435503	0000076513	Fleacor Technologies	556361.130	00002006180	1/6/2010	UNR	556361.130	EFT
32501	00007995	NP22435586-1	0000076513	Fleacor Technologies	190.530	0000203095	12/30/2009	UNR	1590.670	EFT
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				Fleacor Technologies-Fuelman Of Tn	23.020	0000226401	1/21/2010	UNR	23.020	EFT

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32300	00001236	NP23737838	0000076513	Fleatcor Technologies	119.010	0000281913	3/9/2010	UNR	119.010	EFT
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32701	00009157	NP23277910	0000076513	Fleatcor Technologies	222.560	0000281913	3/4/2010	UNR	222.560	EFT
31608	00007072	NP23374839	0000076513	Fleatcor Technologies	409.300	0000283661	3/10/2010	UNR	409.300	EFT
31608	00007073	NP23449474	0000076513	Fleatcor Technologies	385.880	0000284112	3/17/2010	UNR	385.880	EFT
32101	00035026	NP23737962	0000076513	Fleatcor Technologies-Fuelman Of Tn	21.650	0000282440	3/16/2010	UNR	844788.220	EFT
31608	00007074	NP23535076	0000076513	Fleatcor Technologies-Fuelman Of Tn	844786.570	0000282440	3/16/2010	UNR	844788.220	EFT
32701	00014992	NP23737861	0000076513	Fleatcor Technologies	260.430	0000301558	3/4/2010	UNR	260.430	EFT
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32501	00011771	NP23737880E	0000076513	Fleatcor Technologies	103.230	0000309038	3/31/2010	UNR	822.630	EFT
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					129.000	0000309039	3/31/2010	UNR	129.000	EFT

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40100	00058860	NP23737798	0000076513	Fleetcor Technologies	808157.010	0000302853	3/25/2010	UNR	808157.010	EFT
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32300	00001373	NP24283914	0000076513	Fleetcor Technologies	374.920	0000319693	4/9/2010	UNR	398.800	EFT
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32501	00013457	NP24283955D	0000076513	Fleetcor Technologies	82.390	0000350914	5/5/2010	UNR	3195.360	EFT
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32101	00004059	NP24689634	0000076513	Fleetcor Technologies-Fuelman Of Tr	763.770	0000365776	5/17/2010	UNR	763.770	EFT
33101	00004404	NP24772926	0000076513	Fleetcor Technologies	18.170	0000372393	5/21/2010	UNR	18.170	EFT

31608 00008619 NP24505088
32901 00005856 NP24698612

0000076513
0000076513

Fisefcor Technologies
Fisefcor Technologies

TOTAL

1333,840 0000376981
4309,950 0000380462

5/26/2010 UNR
5/29/2010 UNR

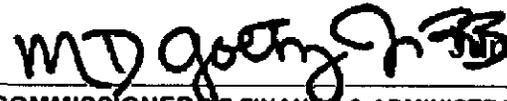
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4309,950 EFT

16,245,969.72

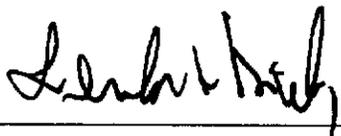
RULE EXCEPTION REQUEST

cy10-453

APPROVED


 JUN 08, 2010

COMMISSIONER OF FINANCE & 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.
c/o JPMorgan Treasury Services
Global Trade Services
9420 Highland Manor Drive
Miami, FL 33610

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.
76 JPMorgan Treasury Services
Global Trade Services
6420 Highland Manor Drive
Atlanta, GA 30340

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:

BENEFICIARY:

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.

BENEFICIARY'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 33616

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 HAS 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:

<p>APPROVED</p> <p>Commissioner of Finance & Administration</p>

1) RFS #	40100-00211	
2) Procuring Agency :	Tennessee Department of Transportation	
EXISTING CONTRACT INFORMATON		
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	
PROPOSED AMENDMENT INFORMATON		
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) : (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 :

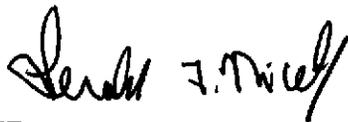
The Department of General Services has issued an RFP for fuel services. Proposals are due late June and the anticipated contract start date is August 1. The Department of Transportation has worked closely with the Department of General Services in the issuance of this RFP.

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

Agency Tracking # 40100-00211	Edison ID 2049	Contract # FA-06-16487	Amendment # Two
-----------------------------------------	--------------------------	----------------------------------	---------------------------

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

Amendment Purpose/ Effects
Change contract end date

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

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
TOTAL:	145,066,060.65				145,066,060.65

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

— COMPLETE FOR AMENDMENTS —			Agency Contact & Telephone # Audra Colvin – 615-741-2498	
END DATE AMENDED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			Agency Budget Officer Approval (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		
TOTAL:	98,166,060.65	46,900,000.00	Speed Code TX00071184	Account Code 71100000

— OCR USE —	Procurement Process Summary (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 – 8th 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*

M E M O R A N D U M

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



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

RECEIVED

NOV 26 2008

FISCAL REVIEW

GERALD F. NICELY
COMMISSIONER

November 21, 2008

PHIL BREDESEN
GOVERNOR

Mr. James W. White, Executive Director
Tennessee General Assembly
Fiscal Review Committee
8th 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 fluid and cursive, with the first name being the most prominent.

Gerald F. Nicely
Commissioner

CONTRACT SUMMARY SHEET

021908

RFS #	Contract #
430.00 - 002	FA-06-16487-e1

State Agency	State Agency Division
Transportation	Finance

Contractor Name	Contractor ID # (FEIN or SSN)
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.

Contract Begin Date	Contract End Date	SUBRECIPIENT or VENDOR?	CFDA #
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
TOTAL:	\$145,066,060.65				\$145,066,060.65

— COMPLETE FOR AMENDMENTS ONLY —		
FY	Base Contract & Prior Amendments	THIS Amendment ONLY
2006	\$19,633,212.00	
2007	\$19,633,212.00	
2008	\$25,633,212.00	
2009	\$25,833,212.00	\$15,500,000.00
2010	\$5,733,212.00	\$24,250,000.00
2011	\$1,700,000.65	\$7,150,000.00
TOTAL:	\$98,166,060.65	\$46,900,000.00
End Date:	09-12-2010	09-12-2010

State Agency Fiscal Contact & Telephone #

Ron McDermitt (615)741-8985

State Agency Budget Officer Approval

Neal Han

Funding Certification (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

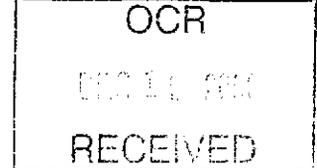
Contractor Ownership (complete for ALL base contracts— N/A to amendments or delegated authorities)

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)



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		
EXISTING CONTRACT INFORMATION			
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		
PROPOSED AMENDMENT INFORMATION			
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. 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.



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

PRINTED NAME AND TITLE OF SIGNATORY

12/10/2008

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				
*Current Contract Allocation by Fiscal Year: <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	\$16,333,212	\$13,233,212	\$3,400,000.65
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from STARS or FDAS report)</i>					
FY: 2006	FY: 2007	FY: 2008	FY: 2009	FY	FY
\$16,296,579	\$20,693,390	\$23,154,164	\$10,389,375	\$	\$
IF 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.		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			See explanation above.		
IF 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	Department Title	Funding Year	2006 Vendor Disbursements	2007 Vendor Disbursements	2008 Vendor Disbursements	2009 Vendor Disbursements	Total Vendor Disbursements
321	DEPARTMENT OF GENERAL SERVICES		8,379,628.11	10,337,171.66	10,667,113.04	5,824,657.51	
323	DEPARTMENT OF VETERANS AFFAIRS		1,021.93	3,874.45	4,095.16	1,951.01	
325	DEPARTMENT OF AGRICULTURE		12,659.32	20,502.71	22,667.08	3,976.37	
326	DEPARTMENT OF TOURIST DEVELOPMENT			2,817.46	5,783.31	1,413.58	
327	DEPT OF ENVIRONMENT AND CONSERVATION		14,302.18	15,122.18	26,655.17	18,229.48	
329	DEPARTMENT OF CORRECTION		12,061.28	15,839.71	17,173.88	5,283.15	
345	DEPARTMENT OF HUMAN SERVICES		112.39	136.11			
430	EQUIPMENT ADMINISTRATION		5,985,251.56	7,947,263.89	9,250,652.45	3,530,321.11	
501	FACILITIES REVOLVING FUND		1,726.39	1,343.07	1,738.53	855.04	

**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>	<u>X</u>	<u>Estimated Quantity</u>	<u>=</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

CONTRACT SUMMARY SHEET

RFS Number:	430.00 - 002	Contract Number:	FA-06-16487-06
State Agency:	Transportation	Division:	Finance

Contractor		Contractor Identification Number	
FleeCor 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.

Contract Begin Date	Contract End Date
September 12, 2005	September 12, 2010

Allotment Code	Cost Center	Object Code	Fund	Grant	Grant Code	Subgrant Code
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
Total:	\$98,166,060.65				\$98,166,060.65

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

COMPLETE FOR ALL AMENDMENTS (only)			Funding Certification	
	Base Contract & Prior Amendments	This Amendment ONLY	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 provided for by obligation previously incurred.	
END DATE →				
FY:				
FY:				
FY:				
Total:			AUG 3 2005 DIRECTOR OF ACCOUNTS COMPTROLLER'S OFFICE MANAGEMENT SERVICES RECEIVED AUG 12 AM 10:34	

**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), ~~Bluff~~, 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**¹ - 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**² - 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:

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

² 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:

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

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

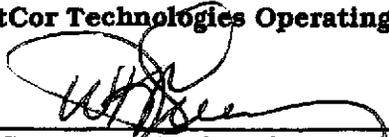
Retirement System, provides that if a retired member returns to State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that 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:

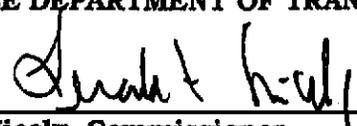


Ken Greenway, Senior Vice President - Central
Operations

7/29/2005

Date

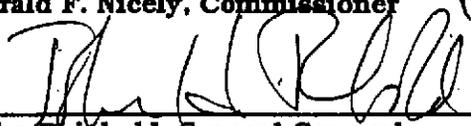
TENNESSEE DEPARTMENT OF TRANSPORTATION:



Gerald F. Nicely, Commissioner

8/5/05

Date



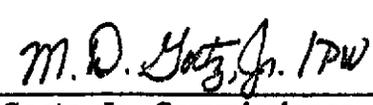
John Reinbold, General Counsel
Approved As To Form and Legality

8/4/05

Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

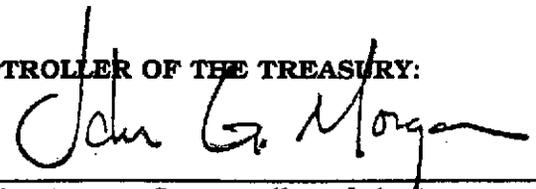


M. D. Goetz, Jr., Commissioner

AUG 12 2005

Date

COMPTROLLER OF THE TREASURY:



John G. Morgan, Comptroller of the Treasury

8/17/05

Date

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	BLEDSON	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	SEQUATCHIE	CHAT
30	GREENE	KNOX	78	SEVIER	KNOX
31	GRUNDY	CHAT	79	SHELBY	MEMP
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	MEMP
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	MEMP
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 th 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.