Board of Light, Gas and Water Commissioners

220 S. Main Street
Memphis, TN 38103
www.mlgw.com

Board Meeting

Agenda

Wednesday, November 4, 2026 **8:30 AM** **Board Room**

INFORMATION FOR THE BENEFIT OF THE PUBLIC:

Public Notice: Regular board meetings are held the first and third Wednesdays of the month at MLGW's Administration Building unless otherwise noted in the public notice filing and website. The proposed agenda will be posted on MLGW's website at least 48 hours before the Board meets. You may access the proposed Board agenda and all available documents related to the items linked from the agenda on the Internet at: www.mlgw.com. Add-on items may not be viewable online. By Board action, agenda items may be added, deleted or held for later consideration at a later board meeting.

Consent Agenda: Items shown under the Consent Agenda consists of items considered to be routine and non-controversial upon which the documentation provided to the Board is adequate to give sufficient information for approval without inquiry or discussion during the Board meeting. The use of the Consent Agenda is designed to minimize the time required for the handling of routine matters in order to permit additional time to be spent on more significant matters. The Chairman will call for approval on the Consent Agenda as a whole and the vote will be treated as a separate vote on each item. At the request of a Board member, the Chairman may move any item on the Consent Agenda to the Regular Agenda.

Regular Agenda: Item(s) to be individually considered for Board action.

Filed Items: The Board may be provided information which does not require Board approval or Board discussion but which is noted for the official record as having been supplied to the Board.

Resolutions: Generally, there are two types of resolutions subject to approval by the MLGW Board of Commissioners. Internal Board Resolutions are within the full authority of the Board and considered final upon the acceptance of the minutes of that board action. External Board Resolutions are subject to the approval of the City Council and are not considered final until the City Council accepts the minutes of their approval for such.

ADA: As a covered entity under Title II of the Americans with Disabilities Act, MLGW does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its programs, services, and activities. To ensure availability, such request should be made 72 hours in advance by contacting Triniscia Griggs at (901) 528-4351 during business hours.

To Officially Communicate to the Board: Any individual of the general public desiring to address the Board orally on items of interest to the public that are within the subject matter jurisdiction of the Board, shall complete an ***MLGW Board Comment Card.*** Such request to be heard shall include the speaker's name, home address, company/organization affiliation (if any) and subject matter. Any speaker who is a paid consultant or lobbyist must complete the required disclosure of their client's name, phone number, and address.

Statements shall not exceed three minutes unless additional time is granted by the Board Chair. When recognized, please proceed forward to the podium. Persons who have filled out the comment card completely shall only be required to state their name and company/organization affiliation (if any) at the podium. Speakers who fail to submit a completed comment card will also be required to state their address on the record before speaking. Any persons submitting a card in an untimely manner will not be recognized.

***** All MLGW Board Comment Cards must be received by Security no later than 8:30 a.m. on the day of the Board Meeting in order to be considered timely.**

CALL TO ORDER AND OPENING REMARKS: **Chairman Pohlman**

PLEDGE OF ALLEGIANCE: **Chairman Pohlman**

ROLL CALL: **Rodney Cleek**

APPROVALS: **Chairman Pohlman**

Approve Minutes from the Meeting of October 21, 2026.

CITY COUNCIL ACKNOWLEDGEMENTS & UPDATE: **Rodney Cleek**

Acknowledge receipt of Certified Copies of City Council Resolutions dated October 20, 2026, Items 11 through 16.

PRESENTATIONS: **Chairman Pohlman**

(None)

GENERAL STATEMENT(S) FROM THE PUBLIC: **Chairman Pohlman**

CONSENT AGENDA

(Items 1 through 15)

PRESIDENT & CEO

(None)

VP ELECTRIC ENGINEERING & OPERATIONS

(None)

VP WATER & GAS ENGINEERING & OPERATIONS

1. Resolution approving a gas supply contract with the Tennergy Corporation, at a discount market price, with MLGW committing to purchase a certain quantity of gas each year during a contract term not to exceed 31 years. (Chandrika Rosser) (REQUIRES CITY COUNCIL APPROVAL)

2. Resolution approving of the Ratification, Increase and Renewal (Change No. 3) to Contract No. 12512, Master Paving Program - Sections 1 and 3 with Lehman-Roberts Company to ratify, increase and renew the current contract in the funded amount of $23,025,201.70. (Randy Orsby) (REQUIRES CITY COUNCIL APPROVAL)

VP CFO & SECRETARY - TREASURER

3. Resolution to approve the selection of professionals (underwriters, bond counsel, and financial advisors) for the upcoming issuance of Series 2027 Gas System Revenue Bonds and Series 2027 Water System Revenue Bonds.

4. Resolution approving plans to issue tax-exempt Series 2027 Gas System Revenue Bonds in an original aggregated principal amount of not to exceed $100,000,000.00. (The Division intends to use a portion of the proceeds of the Bonds to reimburse the Division for costs incurred prior to the issuance of the Bonds. Under federal tax law, in order for the proceeds of tax-exempt Bonds to be used to reimburse the Division for prior expenditures, the Division and the City must declare their official intent to reimburse the Division for prior expenditures with proceeds of the Bonds. This resolution will constitute such declaration of official intent and will allow the Division to utilize a portion of the Bond proceeds to reimburse the Division for capital expenditures incurred on or after the date that is sixty days prior to the approval date of this Resolution by the City.) (Rodney Cleek) (REQUIRES CITY COUNCIL APPROVAL)

5. Resolution approving plans to issue tax-exempt Series 2027 Water System Revenue Bonds in an original aggregated principal amount of not to exceed $225,000,000.00. (The Division intends to use a portion of the proceeds of the Bonds to reimburse the Division for costs incurred prior to the issuance of the Bonds. Under federal tax law, in order for the proceeds of tax-exempt Bonds to be used to reimburse the Division for prior expenditures, the Division and the City must declare their official intent to reimburse the Division for prior expenditures with proceeds of the Bonds. This resolution will constitute such declaration of official intent and will allow the Division to utilize a portion of the Bond proceeds to reimburse the Division for capital expenditures incurred on or after the date that is sixty days prior to the approval date of this Resolution by the City.) (Rodney Cleek) (REQUIRES CITY COUNCIL APPROVAL)

VP & CIO

6. Resolution approving the Ratification of Award to Contract No. 12694, Hewlett Packard Enterprise Maintenance and Support to Hewlett Packard Enterprise (HPE) in the funded amount of $3,081,868.66. (Randy Orsby) (REQUIRES CITY COUNCIL APPROVAL)

VP SHARED SERVICES

7. Resolution awarding purchase order for luminaire post tops LED 100W to ATG Supply LLC in the amount of $466,930.00. (Randy Orsby)

8. Resolution awarding purchase order for photoelectric smart controls to ATG Supply LLC in the amount of $410,370.72. (Randy Orsby)

9. Resolution approving of the Increase and Extension (Change No. 5) to Contract No. 12298, Janitorial Services to Mason's Professional Cleaning Services, LLC to increase and extend the current contract in the funded amount of $80,110.64. (Randy Orsby) (REQUIRES CITY COUNCIL APPROVAL)

10. Resolution awarding Contract No. 12622, North Service Center Building 2 Roof Replacement to B Four Plied, Inc., in the funded amount of $694,070.30. (Randy Orsby) (REQUIRES CITY COUNCIL APPROVAL)

11. Resolution approving of the Increase and Renewal (Change No. 3) to Contract No. 12563 (formerly Contract No. C2649), MLGW Flower Planting, Mulch Maintenance, & Turf Area Management with Enlightenment Inc. dba APS Facility Maintenance to increase and renew the current contract in the funded amount of $95,517.12. (Randy Orsby)

12. Resolution approving the Increase and Renewal (Change No. 3) to Contract No. 12553, (formerly Contract No. C2607), Well Lots Turf Management with Turf Doctors L&LM, LLC to increase and renew the current contract in the funded amount of $186,332.29. (Randy Orsby) (REQUIRES CITY COUNCIL APPROVAL)

13. Resolution approving of the Increase and Renewal (Change No. 4) to Contract No. 12378, Fleet Maintenance with Goodyear Commercial Tire and Service Centers to increase and renew the current contract in the funded amount of $200,000.00. (Randy Orsby) (REQUIRES CITY COUNCIL APPROVAL)

14. Resolution approving the ratification of Purchase Order Number 7046271 with Mansfield Oil Company of Gainesville, Inc. for fuel, with no increase in funds. (Randy Orsby)

15. Resolution approving the ratification of Purchase Order Number 7076089 with Mansfield Oil Company of Gainesville, Inc. in the amount of $25,000,000.00. (Randy Orsby) (REQUIRES CITY COUNCIL APPROVAL)

VP CUSTOMER EXPERIENCE & ENERGY SERVICES

(None)

VP CORPORATE COMMUNICATIONS

(None)

VP & GENERAL COUNSEL

(None)

VP HUMAN RESOURCES & CHRO

(None)

VP SAFETY & COMPLIANCE

(None)

PRESIDENT'S BRIEFING: **Chairman Pohlman**

16. Review Consent Agenda - Doug McGowen
17. MLGW Metrics Update - Daniel Hochstein
18. Other - Doug McGowen

COMMITTEE REPORTS: **Chairman Pohlman**

(None)

ADJOURNMENT **Chairman Pohlman**

RESOLUTION SUMMARY

1. Description of the Item

Resolution approving the execution, delivery and performance of the Natural Gas Supply Agreement with Tennergy Corporation for the purchase of Natural Gas, and other documents respecting the proposed natural gas prepayment transaction.

2. Additional Information

This gas supply contract with Tennergy Corporation will allow MLGW to purchase gas at discount market prices which benefits our customers with discounts on their gas bill of potentially $3.3 million annually.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
November 4, 2026

A RESOLUTION OF THE BOARD OF LIGHT, GAS & WATER COMMISSIONERS AUTHORIZING THE PURCHASE OF NATURAL GAS FROM THE TENNERGY CORPORATION; APPROVING THE EXECUTION AND DELIVERY OF A NATURAL GAS SUPPLY CONTRACT RELATING TO SAID PURCHASE; AND CONSENTING TO THE ASSIGNMENT OF CERTAIN OBLIGATIONS UNDER THE GAS SUPPLY CONTRACT IN CONNECTION WITH THE ISSUANCE OF BONDS BY THE TENNERGY CORPORATION; AND REQUESTING THE CONSENT AND APPROVAL OF THE COUNCIL OF THE CITY OF MEMPHIS.

WHEREAS, the Tennergy Corporation, an Energy Acquisition Corporation ("Tennergy") is an energy acquisition corporation formed pursuant to the provisions of Title 7, Chapter 39, Tennessee Code Annotated (the "Act"), a public corporation, and an instrumentality of certain associated municipalities and the State of Tennessee; and

WHEREAS, natural gas is available for purchase at a discount to market price from the Tennergy Corporation if the Memphis Light, Gas & Water Division of the City of Memphis, Tennessee ("MLGW") commits to purchase certain quantities of gas each year during a contract term not to exceed 31 years; and

WHEREAS, the MLGW Board operates and maintains a municipal gas distribution system and is authorized by the provisions of the Charter of the City of Memphis, Tennessee, to acquire, purchase, transport, store and manage supplies of gas necessary to meet the requirements of the residential commercial and industrial customers served by such system; and

WHEREAS, the acquisition of secure, reliable and economic supplies of natural

gas is necessary for the prudent and businesslike operation of the system operated and maintained by the MLGW Board, the continued economic development of its community and the promotion of the public health, safety and welfare; and

WHEREAS, the Tennergy Corporation has offered to sell to MLGW, pursuant to the Contract, a supply of natural gas in the quantities on the dates set forth in the Contract; and

WHEREAS, for the purpose of securing its obligations under the Bonds and to Prepay LLC under the Prepaid Agreement, Tennergy will pledge all of its right, title and interest under the Gas Supply Contract and the amounts payable to Tennergy by MLGW thereunder; and

WHEREAS, MLGW shall have no obligation or liability with respect to the payment of Tennergy's obligations under the Prepaid Agreement or the bonds issued by Tennergy to finance the costs of the Prepaid Project (the "Bonds"), and MLGW's only obligations shall be as set forth in the Gas Supply Contract; and

WHEREAS, MLGW is a Municipal Utility, as such term is defined in the Gas Supply Contract, and desires to enter into the Contract with Tennergy.

NOW, THEREFORE, BE IT RESOLVED by the Board of Light, Gas & Water Commissioners of MLGW as follows:

1. Subject to the consent and approval of the Council of the City of Memphis, Tennessee, Board of Light, Gas & Water Commissioners hereby approves the execution and delivery of the Gas Supply Contact in substantially the form previously submitted to the Board and attached hereto as Exhibit A; provided, however, that the Gas Supply Contract shall not be for a term longer than 31 years and shall provide for a natural gas purchase obligation not to exceed an average of 35,000 MMBtu per day at a rate with not less than a thirty-five cent ($0.35) per MMBtu discount for the Initial Reset Period and the Minimum Initial Reset Period is 4.5 years from the date of the issuance of the bonds; provided that the officers, employees and agents of MLGW are authorized to elect to continue to purchase gas during any Reset Period during which the discount is less than the Minimum Discount of twenty-five cents ($0.25) per MMBtu if such officers, employees and agents determine such election to be in the best interest of MLGW.

2. The President and CEO or his designated representative is hereby authorized to execute and deliver any such other closing documents or certificates which may be required or contemplated in connection with the execution and delivery of the Contract or carrying out the intent and purpose of this resolution.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MEMPHIS, TENNESSEE AUTHORIZING THE PURCHASE OF NATURAL GAS FROM THE TENNERGY CORPORATION; APPROVING THE EXECUTION AND DELIVERY OF A NATURAL GAS SUPPLY CONTRACT RELATING TO SAID PURCHASE; AND CONSENTING TO THE ASSIGNMENT OF CERTAIN OBLIGATIONS UNDER THE GAS SUPPLY CONTRACT IN CONNECTION WITH THE ISSUANCE OF BONDS BY THE TENNERGY CORPORATION.

WHEREAS, the Tennergy Corporation, an Energy Acquisition Corporation ("Tennergy") is an energy acquisition corporation formed pursuant to the provisions of Title 7, Chapter 39, Tennessee Code Annotated (the "Act"), a public corporation, and an instrumentality of certain associated municipalities and the State of Tennessee; and

WHEREAS, natural gas is available for purchase at a discount to market price from the Tennergy Corporation if the Memphis Light, Gas & Water Division of the City of Memphis, Tennessee ("MLGW") commits to purchase certain quantities of gas each year during a contract term not to exceed 31 years; and

WHEREAS, the MLGW Board operates and maintains a municipal gas distribution system and is authorized by the provisions of the Charter of the City of Memphis, Tennessee, to acquire, purchase, transport, store and manage supplies of gas necessary to meet the requirements of the residential commercial and industrial customers served by such system; and

WHEREAS, the acquisition of secure, reliable and economic supplies of natural gas is necessary for the prudent and businesslike operation of the system operated and maintained by the MLGW Board, the continued economic development of its community and the promotion of the public health, safety and welfare; and

WHEREAS, the Tennergy Corporation has offered to sell to MLGW, pursuant to

the Contract, a supply of natural gas in the quantities on the dates set forth in the Contract; and

WHEREAS, for the purpose of securing its obligations under the Bonds and to Prepay LLC under the Prepaid Agreement, Tennergy will pledge all of its right, title and interest under the Gas Supply Contract and the amounts payable to Tennergy by MLGW thereunder; and

WHEREAS, MLGW shall have no obligation or liability with respect to the payment of Tennergy's obligations under the Prepaid Agreement or the bonds issued by Tennergy to finance the costs of the Prepaid Project (the "Bonds"), and MLGW's only obligations shall be as set forth in the Gas Supply Contract; and

WHEREAS, the Board of Light, Gas and Water Commissioners is a Municipal Utility, as such term is defined in the Contract; and at its meeting on _____, 2026, adopted a resolution authorizing the execution and delivery of the Contract subject to approval of this Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis, Tennessee, as follows:

1. The Council of the City of Memphis, Tennessee hereby approves the execution and delivery of the Gas Supply Contract, substantially in the form previously submitted to the Council and attached hereto as Exhibit A, pursuant to which the Board will agree to purchase specified quantities of natural gas from Tennergy, such deliveries to be made on the dates, at the volumes and for the prices set forth in such Gas Supply Contract; provided, however, that the Gas Supply Contract shall not be for a term longer than 31 years and shall provide for a natural gas purchase obligation not to exceed an average of 35,000 MMBtu per day at a rate with not less than a thirty-five cent ($0.35) per MMBtu discount for the Initial Reset Period and the Minimum Initial Reset Period is 4.5 years from the date of the issuance of the bonds; provided that the officers, employees and agents of MLGW are authorized to elect to continue to purchase gas during any Reset Period during which the discount is less than the Minimum Discount of twenty-five cents ($0.25) per MMBtu if such officers, employees and agents determine such election to be in the best interest of MLGW.

2. The President and CEO or his designated representative, is hereby authorized to execute any such other closing documents or certificates which may be required or contemplated in connection with the execution and delivery of the Contract or carrying out the intent and purpose of this resolution.

GAS SUPPLY CONTRACT

between

TENNERGY CORPORATION, AN ENERGY ACQUISITION CORPORATION

and

MEMPHIS LIGHT, GAS AND WATER, A DIVISION OF THE CITY OF MEMPHIS

Dated as of [___], 20[__]

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GAS SUPPLY CONTRACT

This Gas Supply Contract (this "Agreement") is made and entered into as of [___], 20[__] (the "Execution Date"), by and between Tennergy Corporation, An Energy Acquisition Corporation, a public corporation and public instrumentality of its associated municipalities and of the State of Tennessee organized under the Energy Acquisition Corporations Act ("Issuer") and Memphis Light, Gas and Water, a Division of the City of Memphis, a political subdivision of the State of Tennessee ("Purchaser").

W I T N E S S E T H:

WHEREAS, Issuer has planned and developed a project to acquire long-term Gas supplies from Energy Prepay XVIII, LLC, a Delaware limited liability company of which MSCGI is the sole member ("Prepay LLC"), pursuant to a Prepaid Natural Gas Sales Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Prepaid Agreement") to meet a portion of the Gas supply requirements of Purchaser through the Gas Project; and

WHEREAS, Issuer will finance the prepayment under the Prepaid Agreement, and the other costs of the Gas Project by issuing the Bonds; and

WHEREAS, as a condition precedent to the effectiveness of the Parties' obligations under this Agreement, Issuer shall have entered into the Prepaid Agreement and shall have issued the Bonds.

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Issuer and Purchaser (the "Parties" hereto; each is a "Party") agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Defined Terms. The following terms, when used in this Agreement and identified by the capitalization of the first letter thereof, have the respective meanings set forth below, unless the context otherwise requires:

"Administrative Fee" means $[0.05]/MMBtu.

"Affiliate" means, with respect to either Party, any entity which is a direct or indirect parent or subsidiary of such Party or which directly or indirectly (i) owns or controls such Party, (ii) is owned or controlled by such Party, or (iii) is under common ownership or control with such Party. For purposes of this definition, "control" of an entity means the power, directly or indirectly, either to (a) vote 50% or more of the securities having ordinary voting power for the

election of directors or Persons performing similar functions or (b) direct or cause the direction of the management and policies, whether by contract or otherwise.

"Agreement" has the meaning specified in the preamble and shall include exhibits, recitals and attachments referenced herein and attached hereto and all amendments, supplements and modifications hereto and thereto.

"Alternate Gas Delivery Point" has the meaning specified in Section 5.1(a).

"Annual Refund" means the annual refund, if any, provided to Purchaser and calculated pursuant to the procedures specified in Section 3.2(c).

"Applicable Rating Agencies" means, at any given time, each Rating Agency then rating the Bonds.

"Available Discount" means, for each Reset Period, the amount, expressed in cents per MMBtu (rounded down to the nearest one-half cent), determined by the Calculation Agent pursuant to the Re-Pricing Agreement for such Reset Period. The Available Discount shall equal the sum of the Monthly Discount and any anticipated Annual Refunds for the applicable Reset Period.

"Billing Date" has the meaning specified in Section 14.1(b).

"Billing Statement" has the meaning specified in Section 14.1(b).

"Bond Closing Date" means the first date on which the Bonds are issued pursuant to the Bond Indenture.

"Bond Indenture" means (i) the Trust Indenture to be entered into prior to the commencement of the Delivery Period between Issuer and the Trustee, as supplemented and amended from time to time in accordance with its terms, and (ii) any trust indenture entered into in connection with the commencement of any Interest Rate Period after the initial Interest Rate Period between Issuer and the Trustee containing substantially the same terms as the indenture described in clause (i) and which is intended to replace the indenture described in clause (i) as of the commencement of such Interest Rate Period.

"Bonds" means the bonds issued pursuant to the Bond Indenture.

"Btu" means one (1) British thermal unit, the amount of heat required to raise the temperature of one (1) pound of water one (1) degree Fahrenheit at sixty (60) degrees Fahrenheit and is the International Btu. The reporting basis for Btu is 14.73 psia and sixty (60) degrees Fahrenheit, *provided*, however, that the definition of Btu as determined by the operator of the relevant Gas Delivery Point shall be deemed conclusive in accordance with [Article VI] of the Prepaid Agreement; and *provided*, further, that in the event of an inconsistency in the definition of "Btu" between this definition and the definition of "Btu" in the Prepaid Agreement, the definition in the Prepaid Agreement shall apply.

"Business Day" means any day other than (i) a Saturday or Sunday, (ii) a Federal Reserve Bank Holiday, (iii) any other day on which commercial banks in either New York, New York or the State of Tennessee are authorized or required by Law to close, or (iv) any other day excluded pursuant to the Bond Indenture.

["Calculation Agent" has the meaning specified in the Re-Pricing Agreement.]

"Claiming Party" has the meaning specified in Section 11.1.

"Claims" means all claims or actions, threatened or filed, that directly or indirectly relate to the indemnities provided herein, and the resulting losses, damages, expenses, attorneys' fees, experts' fees, and court costs, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed prior to or after the termination of this Agreement.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commercially Reasonable" or "Commercially Reasonable Efforts" means, with respect to any purchase or sale or other action required to be made, attempted or taken by a Party under this Agreement, such efforts as a reasonably prudent Person would undertake for the protection of its own interest under the conditions affecting such purchase or sale or other action, including without limitation, the amount of notice of the need to take such action, the duration and type of the purchase or sale or other action, the competitive environment in which such purchase or sale or other action occurs, and the risk to the Party required to take such action.

"Contract Index Price" has the meaning specified on Exhibit A for each Gas Delivery Point.

"Contract Price" means, during the Delivery Period for each Month of Gas deliveries and each Gas Delivery Point, (i) the Contract Index Price for such Gas Delivery Point for such Month, plus (ii) any applicable Delivery Point Premium for such Gas Delivery Point for such Month, less (iii) the Monthly Discount.

"Contract Quantity" means, during the Delivery Period for each Gas Day and each Gas Delivery Point, the daily quantity of Gas (in MMBtu) shown on Exhibit A for such Gas Delivery Point for the Month in which such Gas Day occurs.

"CPT" means Central Daylight Saving Time when such time is applicable and otherwise means Central Standard Time.

"Critical Notice" has the meaning specified in Section 5.2(b).

"Default Rate" means, as of any date of determination, the lesser of (a) the sum of (i) the rate of interest per annum quoted in The Wall Street Journal (Eastern Edition) under the "Money Rates" section as the "Prime Rate" for such date of determination, plus (ii) one percent per annum, or (b) if a maximum rate is imposed by applicable Law, such maximum lawful rate.

"Delivery Point Premium" means (i) $[____]/MMBtu for the period from [_____] through and including [____][1] and (ii) thereafter, an amount (in $/MMBtu) redetermined by MSCGI for successive one-year periods (provided that the applicable period shall be a shorter period ending at the end of the then-current Reset Period to the extent that the then-current Reset Period will end in less than one year from the start of the applicable period) and designated by MSCGI in its reasonable discretion by written notice to Issuer and Purchaser not less than 20 days prior to the effectiveness thereof; provided that (x) any Delivery Point Premium so designated by MSCGI shall be Commercially Reasonable and consistent with then-prevailing conditions for the applicable Gas Delivery Point(s) and (y) to the extent mutually agreed upon by MSCGI, Issuer and Purchaser, such Delivery Point Premiums may be for longer than one year. Upon written request of Purchaser, Issuer, Prepay LLC and MSCGI have agreed to negotiate and cooperate in good faith on any required document amendments to permit Purchaser, in future Reset Periods, to assign third-party Gas supply contracts as an alternative to paying the MSCGI-designated Delivery Point Premium for such future Reset Periods; provided that MSCGI shall in all cases retain the ability to designate the Delivery Point Premium to the extent that Purchaser does not assign third-party Gas supply during the applicable Reset Period.

"Delivering Transporter" means the Transporter delivering Gas at a Gas Delivery Point.

"Delivery Period" means the period beginning on [___], 20[__] through and including [___], 20[__]; provided that the Delivery Period shall end immediately upon any early termination of the Prepaid Agreement or any early termination of this Agreement pursuant to Article XVII hereof.

"Event of Insolvency" has the meaning specified in Section 17.2(b).

"Execution Date" has the meaning specified in the preamble.

"Federal Tax Certificate" means the executed Federal Tax Certificate delivered by Purchaser in the form attached as Exhibit D.

"Firm" means, with respect to service on any pipeline system or at any storage facility relating to any Contract Quantity, that the pipeline or storage provider providing such service may interrupt its performance without liability only to the extent that such performance is prevented for reasons of Force Majeure with respect to such party asserting Force Majeure.

"Force Majeure" means an event or circumstance which prevents one Party from performing its obligations under this Agreement, which event or circumstance was not anticipated as of the Execution Date, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided. Force Majeure shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or

[1] NTD: To provide for a specified Delivery Point Premium for the first year of the Delivery Period

equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption and/or curtailment of Firm transportation and/or storage by Transporters (*provided* that, if the affected Party is using interruptible or secondary Firm transportation, only if primary, in-path, Firm transportation is also curtailed by the same event, or if the relevant Transporter does not curtail based on path, if primary Firm transportation is also curtailed); (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections, wars or acts of terror; (v) governmental actions such as necessity for compliance with any Law promulgated by a Government Agency having jurisdiction; (vi) an event affecting a supplier delivering Gas to Issuer (or to Issuer on behalf of Purchaser) to the extent (A) such Gas was intended for delivery or redelivery to Purchaser under this Agreement, and (B) such event would be considered Force Majeure under this Agreement if it affected Issuer directly; (vii) an inability by Issuer to deliver Gas due to the circumstances described as an event of Force Majeure in Article VI hereof; and (viii) any invocation of Force Majeure by Prepay LLC under the Prepaid Agreement. Notwithstanding the foregoing, neither Party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtailment of interruptible or secondary Firm transportation unless primary, in-path, Firm transportation is also curtailed; (ii) the Party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; (iii) economic hardship, to include, without limitation, Issuer's ability to sell Gas at a higher or more advantageous price, Purchaser's ability to purchase Gas at a lower or more advantageous price, or a Government Agency disallowing, in whole or in part, the pass through of costs resulting from this Agreement; (iv) the loss of Purchaser's market(s) or Purchaser's inability to use or resell Gas purchased under this Agreement, except, in either case, as provided in the foregoing definition of Force Majeure; or (v) the loss or failure of Issuer's Gas supply or depletion of reserves, except, in either case, as provided in the foregoing definition of Force Majeure. Purchaser shall not be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any action taken by Purchaser in its governmental capacity. The Party claiming Force Majeure shall not be excused from its responsibility for Imbalance Charges.

"Gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

"Gas Day" means a period of twenty-four (24) consecutive hours, beginning at 9:00 a.m. CPT and ending at 8:59 a.m. CPT.

"Gas Delivery Point" has the meaning specified in Section 5.1(a).

"Gas Project" has the meaning specified in the Bond Indenture.

"Government Agency" means the United States of America, any state thereof, any municipality, or any local jurisdiction, or any political subdivision of any of the foregoing, including, but not limited to, courts, administrative bodies, departments, commissions, boards, bureaus, agencies, or instrumentalities.

"Imbalance Charges" means any fees, penalties, costs or charges (in cash or in kind) assessed by a Transporter for failure to satisfy the Transporter's balancing and/or nomination requirements based on such Transporter's applicable pipeline tariff.

"Indemnifying Party" has the meaning specified in Section 5.3(b).

"Initial Reset Period" means the period beginning on [___], 20[__] and ending on [___], 20[__].

["Interest Rate Period" has the meaning specified in the Bond Indenture.]

"Issuer" has the meaning specified in the preamble.

"Issuer Default" has the meaning specified in Section 17.1.

"Law" means any statute, law, rule or regulation or any judicial or administrative interpretation thereof, including any court order, having the effect of the foregoing enacted, promulgated, or issued by a Government Agency whether in effect as of the Execution Date or at any time in the future.

"Minimum Discount" means $[____]/MMBtu for each Reset Period after the Initial Reset Period. This amount is inclusive of any projected Annual Refund and calculated before payment of the Project Administration Fee.

"MMBtu" means one million (1,000,000) Btu.

"Month" means, during the Delivery Period, the period beginning at 9:00 a.m. CPT on the first day of a calendar month and ending at 8:59:59 a.m. CPT on the first day of the next calendar month. The term "Monthly" shall be construed accordingly.

"Monthly Discount" means (i) for the Initial Reset Period, the amount specified in Exhibit F, and (ii) for each subsequent Reset Period, a portion of the Available Discount for such Reset Period determined by the Calculation Agent pursuant to the Re-Pricing Agreement and set forth in an updated Exhibit F provided by Issuer after such determination.

"MSCGI" means Morgan Stanley Capital Group Inc., a Delaware corporation, in its capacity as Prepay LLC's Gas supplier.

"Municipal Utility" means any Person that (i) is a "governmental person" as defined in the implementing regulations under Section 141 of the Code and any successor provision, (ii) owns a gas distribution utility (or provides natural gas at wholesale to, or that is sold to entities that provide gas at wholesale to, governmental Persons that own such utilities), and (iii) agrees in writing to use the Gas purchased by it (or cause such as to be used) for a qualifying use as defined in U.S. Treas. Reg. § 1.148-1(e)(2)(iii).

"Non-Priority Gas" means Gas that is not Priority Gas.

"Party" has the meaning specified in the preamble.

"Person" means any individual, limited liability company, corporation, partnership, joint venture, trust, unincorporated organization or Government Agency.

"Potential Remarketing Event" has the meaning specified in Section 3.3(b).

"Prepay LLC" has the meaning specified in the recitals.

"Prepaid Agreement" has the meaning specified in the recitals.

"Primary Gas Delivery Point" has the meaning specified in Section 5.1(a).

"Priority Gas" means the Contract Quantity of Gas to be purchased by Purchaser under this Agreement, together with Gas that (i) Purchaser is obligated to take under a long-term agreement, which Gas either has been purchased (or has been produced from Gas reserves in the ground which reserves were purchased) by Purchaser or a joint action agency using the proceeds of bonds, notes, or other obligations, the interest on which is excluded from income for federal income tax purposes pursuant to a long-term prepaid gas purchase agreement.

"Project Administration Fee" means the monthly fee payable by Purchaser as described in Section 3.2(b).

["Project Participant" has the meaning specified in the Bond Indenture.]

"Purchaser" has the meaning specified in the preamble.

"Purchaser Default" has the meaning specified in Section 17.2.

"Purchaser's Statement" has the meaning specified in Section 14.1(a).

"Qualifying Use Requirements" means, with respect to any Gas delivered under this Agreement, such Gas is used (i) for a "qualifying use" as defined in U.S. Treas. Reg. § 1.148-1(e)(2)(iii), (ii) in a manner that will not result in any "private business use" within the meaning of Section 141 of the Code, and (iii) in a manner that is consistent with the Federal Tax Certificate attached as Exhibit D.

["Rating Agency" has the meaning specified in the Bond Indenture.]

"Re-Pricing Agreement" means the Re-Pricing Agreement, dated as of the Bond Closing Date, by and between Issuer and Prepay LLC.

"Receiving Transporter" means the Transporter taking Gas at a Gas Delivery Point, or absent such Transporter, the Transporter delivering Gas at such Gas Delivery Point.

"Refunding Bonds" means any Bonds issued by Issuer under and in accordance with the Bond Indenture to refund or otherwise refinance the Bonds initially issued under the Bond Indenture.

"Remarketing Election Deadline" means, for any Reset Period, the last date and time by which the Purchaser may provide a Remarketing Election Notice, which shall be 4:00 p.m.

CPT on the 10th day of the Month (or, if such day is not a Business Day, the next succeeding Business Day) prior to the first delivery Month of a Reset Period with respect to which a Potential Remarketing Event has occurred.

"Remarketing Election Notice" has the meaning specified in Section 3.3(b).

"Replacement Gas" means Gas purchased by Purchaser to replace any Shortfall Quantity; provided that such Gas is purchased for delivery (i) on the Gas Day to which such Shortfall Quantity relates or (ii) during the Month in which such Shortfall Quantity arises.

"Replacement Gas Price" means, with respect to any Shortfall Quantity for Gas, the price (in $/MMBtu) at which Purchaser, acting in a Commercially Reasonable manner, purchases Replacement Gas for delivery at the Gas Delivery Point, subject to the final sentence of this definition, in respect of such Shortfall Quantity, including (i) costs reasonably incurred by Purchaser in purchasing such substitute Gas (including, but not limited to, any fees, charges, penalties or other costs payable by Purchaser as a result of purchasing such substitute Gas that must be delivered to Purchaser), and (ii) any transportation costs (including storage withdrawal and injection costs, which may include liquefaction and vaporization costs for stored liquefied natural gas). The Replacement Gas Price for any Shortfall Quantity shall not include any administrative or other internal costs incurred by Purchaser and shall be limited to a price that is Commercially Reasonable with respect to the timing and manner of purchase given (i) what constitutes a price reasonable for the delivery area, (ii) the amount of notice provided by Issuer, (iii) the immediacy of Purchaser's Gas consumption needs, as applicable, (iv) the quantities involved, (v) the anticipated length of failure by Issuer and (vi) Purchaser's obligation to mitigate Issuer's damages pursuant to Section 4.1(d). In no event shall the Replacement Gas Price include any penalties or similar charges, *provided* that Imbalance Charges may be recovered under Section 5.2(d).

"Reset Period" means each "Reset Period" under the Re-Pricing Agreement.

"Reset Period Notice" has the meaning specified in Section 3.3(a).

"Schedule" means the actions of Issuer, Purchaser and/or their designated representatives of notifying, requesting and confirming to each other the quantity of Gas to be delivered during any given portion of the Delivery Period at a specified Gas Delivery Point.

"Shortfall Quantity" has the meaning specified in Section 4.1(a).

"Transporter(s)" means all Gas gathering or pipeline companies, or local distribution companies acting in the capacity of a transporter, transporting Gas for Issuer or Purchaser upstream or downstream, respectively, of the Gas Delivery Point.

"Trustee" means U.S. Bank Trust Company, National Association and its successors as Trustee under the Bond Indenture.

"Utility Revenues" means all charges received for, and all other income and receipts derived by Purchaser from, the operation of Purchaser's gas utility system, or arising from Purchaser's gas utility system, including income derived from the sale or use of gas distributed by

any facilities of Purchaser's gas utility system, together with any receipts derived from the sale of any property pertaining to Purchaser's gas utility system or incidental to the operation of Purchaser's gas utility system or from any services performed by Purchaser in connection with or incidental to Purchaser's gas utility system, or from any other source whatsoever directly or indirectly derived from Purchaser's gas utility system, but exclusive in every case of any moneys derived from the levy or collection of taxes upon any taxable property within the jurisdictional boundaries of Purchaser.

"Voided Remarketing Election Notice" has the meaning specified in Section 3.3(b).

Section 1.2 Definitions; Interpretation. References to "Articles," "Sections," "Schedules" and "Exhibits" shall be to Articles, Sections, Schedules and Exhibits, as the case may be, of this Agreement unless otherwise specifically provided. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect. Any of the terms defined herein may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference. The use herein of the word "include" or "including", when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not nonlimiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that fall within the broadest possible scope of such general statement, term or matter. Any reference herein to any agreement or document includes all amendments, supplements or restatements to and of such agreement or document as may occur from time to time.

ARTICLE II
EXECUTION DATE AND DELIVERY PERIOD; NATURE OF GAS PROJECT

Section 2.1 Execution Date; Delivery Period. Unless this Agreement is terminated pursuant to Article XVII, delivery of Gas under this Agreement shall commence and continue for the Delivery Period.

Section 2.2 Termination Due to Failure to Issue Bonds . Each Party shall have a right to terminate this Agreement with the effect that this Agreement shall be of no further force or effect and the Parties shall have no rights or obligations hereunder if the Bonds are not issued on or before [___], 20[__].

Section 2.3 Nature of Gas Project. Purchaser acknowledges and agrees that Issuer will meet its obligations to provide Gas to Purchaser under this Agreement exclusively through its purchase of long-term supplies of Gas from Prepay LLC pursuant to the Gas Project and that Issuer is financing its purchase of such long-term supplies through the issuance of the Bonds.

Section 2.4 Pledge of this Agreement. Purchaser acknowledges and agrees that Issuer will pledge its right, title, and interest under this Agreement and the revenues to be received under this Agreement (other than the revenues attributable to the Project Administration Fee) to secure Issuer's obligations under the Bond Indenture.

ARTICLE III
SALE AND PURCHASE

Section 3.1 Sale and Purchase of Gas. On each Gas Day during the Delivery Period, Issuer agrees to sell and deliver or cause to be delivered to Purchaser, and Purchaser agrees to purchase and take or cause to be taken from Issuer, in each case, on a Firm basis, the Contract Quantity of Gas pursuant to the terms and conditions set forth in this Agreement.

Section 3.2 Pricing.

(a) For each MMBtu of Gas delivered to Purchaser at the Gas Delivery Point, Purchaser shall pay Issuer the applicable Contract Price.

(b) Issuer shall bill and Purchaser shall pay each Month, as part of the Billing Statement described in Article XIV, a "Project Administration Fee" equal to the product of (i) the Contract Quantity for the Month of Gas deliveries, (ii) the number of Gas Days in such Month, and (iii) $0.05/MMBtu.

(c) During the term of this Agreement, promptly following completion of the annual audit of Issuer's financial statements at the end of each fiscal year (currently the twelve-month period ending June 30), Issuer shall compare its revenues (as determined in accordance with the Bond Indenture) and expenses under the Gas Project for that fiscal year. For purposes of such annual comparison, Issuer's expenses shall include: (a) its expenses incurred in obtaining Gas supply under the Gas Project; (b) its administrative, legal, and accounting expenses directly incurred in connection with or properly allocable to the Gas Project, including the administration of this Agreement and all other contracts for the sale of Gas obtained under the Gas Project; (c) debt service on the Bonds, including payments under any interest rate swap or hedge agreement; (d) any replenishment of draws made upon any working capital fund associated with the Gas Project; (e) any deposits required to be made by Issuer into any debt service reserve or other reserve or contingency fund or funds established with respect to the Bonds; (f) any fees or other amounts due to any provider of credit support for the Bonds; (g) payments under any commodity price swap or hedge agreement entered into in connection with the Gas Project; and (h) any other similar costs and expenses. If this annual comparison demonstrates that such revenues exceeded such expenses during the applicable fiscal year and there are amounts on deposit in the fund established by the Bond Indenture available for such purpose, then Issuer shall make refunds to Purchaser and the other Project Participants in the amount available after making allowances for any necessary and appropriate reserves and contingencies (as provided in the foregoing clause (e)), including but not limited to amounts deemed reasonably necessary by Issuer to fund any working capital reserve and to reserve or account for unfunded liabilities, including future sinking fund or other principal amortization of the Bonds. The amount available for refund shall be allocated among and paid annually to Purchaser and the other Project Participants in proportion to their respective purchases for such fiscal year. As of the Execution Date, the projected Annual Refund for the Initial Reset Period is $[___]/MMBtu.

Section 3.3 Reset Period Remarketing.

(a) Reset Period Notice. For each Reset Period, Issuer shall provide to Purchaser, at least ten (10) days prior to the Remarketing Election Deadline, formal written notice setting forth (i) the duration of such Reset Period, (ii) the [Estimated Available Discount] (as defined in the Re-Pricing Agreement) for such Reset Period, and (iii) the applicable Remarketing Election Deadline (a "Reset Period Notice"). Issuer may thereafter update such notice at any time prior to the Remarketing Election Deadline and may extend the Remarketing Election Deadline in its sole discretion in any such update.

(b) Remarketing Election. If the Reset Period Notice (or any update thereto) indicates that the Available Discount in such notice is not at least equal to the Minimum Discount, then: (i) a "Potential Remarketing Event" shall be deemed to exist, and (ii) Purchaser may, not later than the Remarketing Election Deadline, issue a written notice in the form attached hereto as Exhibit C (a "Remarketing Election Notice") to Issuer, Prepay LLC and the Trustee electing for all of Purchaser's Gas that would otherwise be delivered hereunder to be remarketed during the applicable Reset Period; *provided*, however, if the actual Available Discount, as finally determined under the Re-Pricing Agreement, is equal to or greater than the Minimum Discount, then Issuer may, in its sole discretion, elect by written notice to Purchaser to treat such Remarketing Election Notice as void (a "Voided Remarketing Election Notice"). If Purchaser issues a valid Remarketing Election Notice (other than a Voided Remarketing Election Notice), then Purchaser shall have no rights or obligations to take any Gas hereunder or to receive any Annual Refund attributable to the applicable Reset Period.

(c) Final Determination of Available Discount. The Parties acknowledge and agree that the final Available Discount for any Reset Period following the Initial Reset Period will be determined on the applicable [Re-Pricing Date] (as defined in the Re-Pricing Agreement), and that such Available Discount may differ from the estimate or estimates of such Available Discount provided to Purchaser prior to the applicable Remarketing Election Deadline; *provided* that the Available Discount for any Reset Period will not be less than the lesser of (i) the last [Estimated Available Discount] (as defined in the Re-Pricing Agreement) set forth in the Reset Period Notice (or any update thereof) sent by Issuer, and (ii) the Minimum Discount.

(d) Resumption of Deliveries. Notwithstanding the issuance of any Remarketing Election Notice for a Reset Period, Purchaser will remain obligated to purchase the Contract Quantities hereunder for each subsequent Reset Period, unless Purchaser issues a new valid Remarketing Election Notice (other than a Voided Remarketing Election Notice) for any such Reset Period in accordance with Section 3.3(b).

(e) Reduction of Contract Quantity. The Parties recognize and agree that the Contract Quantity may be reduced in a Reset Period pursuant to the re-pricing methodology described in the Re-Pricing Agreement if necessary to achieve a successful remarketing of the Bonds. The Parties agree further that if, pursuant to the Re-Pricing Agreement, Issuer and the [Calculation Agent] (as defined therein) determine in connection with the establishment of any new Reset Period that: (i) such Reset Period will be the final Reset Period and (ii) such Reset Period will end prior to the end of the original Delivery Period, then (A) Issuer will notify Purchaser, (B) the Delivery Period will be deemed to be modified so that it ends at the end of such Reset Period, and (C) the Contract Quantity for the last Month in such Reset Period may be reduced as provided in the Re-Pricing Agreement.

(f) Cooperation for Issuance of Refunding Bonds. Purchaser agrees to reasonably cooperate with Issuer in connection with the issuance of any Refunding Bonds, including by providing such information as is consistent with information Purchaser provided to Issuer in connection with the initial issuance of the Bonds.

ARTICLE IV
FAILURE TO DELIVER OR TAKE GAS

Section 4.1 Issuer's Failure to Deliver the Contract Quantity (Not Due to Force Majeure).

(a) If, on any Gas Day during the Delivery Period, Issuer breaches its obligation to deliver all or any portion of the Contract Quantity at any Gas Delivery Point pursuant to the terms of this Agreement, then the portion of the Contract Quantity that Issuer failed to deliver shall be a "Shortfall Quantity" and Purchaser shall exercise Commercially Reasonable Efforts to purchase Replacement Gas.

(b) To the extent Purchaser actually purchases Replacement Gas with respect to any Shortfall Quantity, then Issuer shall pay to Purchaser the result determined by the following formula:

$$P = Q \times (RP - CP + AF)$$

Where:

P = The amount payable by Issuer under this Section 4.1(b);

Q = The quantity of Replacement Gas;

RP = The Replacement Gas Price;

CP = The Contract Price that would have applied to such Gas; and

AF = The Administrative Fee.

(c) Purchaser shall monitor nominations and deliveries of Gas to be delivered to Purchaser at each Gas Delivery Point and shall promptly notify Issuer upon becoming aware that such nominations or deliveries might result in a Shortfall Quantity with respect to such Gas Delivery Point.

(d) Purchaser shall exercise Commercially Reasonable Efforts to mitigate Issuer's damages paid hereunder, *provided* that such Commercially Reasonable Efforts shall not require Purchaser to utilize or change its utilization of its owned or controlled assets or market positions to minimize Issuer's liability.

(e) Imbalance Charges for Gas shall not be recovered under this Section 4.1, but rather in accordance with Section 5.2(d).

Section 4.2 Purchaser's Failure to Take the Contract Quantity (Not Due to Force Majeure). If, on any Gas Day during the Delivery Period, Purchaser breaches its obligation to take all or any portion of the Contract Quantity at any Gas Delivery Point pursuant to the terms of this Agreement, then Purchaser shall remain obligated to pay Issuer the Contract Price plus the Project Administration Fee for the Contract Quantity. Issuer shall credit to Purchaser's account any net revenues Issuer may receive from Prepay LLC under the Prepaid Agreement in connection with the ultimate sale of any such Gas by Prepay LLC pursuant to [Exhibit C] of the Prepaid Agreement, up to the Contract Price.

Section 4.3 Sole Remedies. Except with respect to the payment of Imbalance Charges pursuant to Section 5.2(d), the remedies set forth in this Article IV shall be each Party's sole and exclusive remedies for any failure by the other Party to deliver or take Gas, as applicable, pursuant to this Agreement.

Section 4.4 Make-up Delivery in Lieu of Payment. The Parties may mutually agree to make up all or a portion of the Contract Quantity not delivered or taken by increasing deliveries and takes over the remainder of the month in which such failure occurred.

ARTICLE V
TRANSPORTATION AND DELIVERY; COMMUNICATIONS

Section 5.1 Gas Delivery Point.

(a) All Gas delivered under this Agreement shall be delivered and received (i) at the delivery point(s) specified in Exhibit A (the "Primary Gas Delivery Point"), or (ii) to any other delivery point (an "Alternate Gas Delivery Point") that has been mutually agreed upon by Purchaser and Issuer (the Primary Gas Delivery Point or Alternate Gas Delivery Point, if specified, each being a "Gas Delivery Point").

(b) The Contract Index Price for each applicable Alternate Gas Delivery Point shall be the price mutually agreed upon and identified by the Parties, or if no such price is identified for such Alternate Gas Delivery Point, the price shall be the Contract Index Price for such applicable Alternate Gas Delivery Point specified on Exhibit A for the Primary Gas Delivery Point from which quantities are being shifted to such Alternate Gas Delivery Point. The Parties shall update Exhibit A upon any change to the terms thereof, including particularly as a result of any update to the Delivery Point Premium consistent with the terms of this Agreement.

Section 5.2 Responsibility for Transportation and Related Provisions.

(a) Issuer shall obtain and pay for all processing, gathering, and transportation necessary for delivery of the Contract Quantity to each Gas Delivery Point. Purchaser shall obtain or cause to be obtained and pay for all transportation necessary to receive the Contract Quantity at each Gas Delivery Point and to transport the Contract Quantity from each Gas Delivery Point.

(b) Should either Party receive an operational flow order or other order or notice from a Transporter requiring action to be taken in connection with the Gas flowing under this Agreement (a "Critical Notice"), such Party shall notify or cause the notification of the other Party of the Critical Notice and provide or cause to be provided to the other Party a copy of same by electronic mail within a Commercially Reasonable timeframe. The Parties shall exercise Commercially Reasonable Efforts required by the Critical Notice within the time prescribed by the applicable Transporter. To the extent allowed by law, each Party shall reimburse the other Party for any losses, costs and expenses associated with any Critical Notice (i) of which such Party failed to give the other Party the notice required under this Agreement or (ii) under which such Party failed to take the action required by the Critical Notice within the time prescribed, provided the notice from the other Party was timely delivered.

(c) Unless otherwise agreed by the Parties or required by the Receiving Transporter and Delivering Transporter, Issuer shall nominate, schedule and deliver, and Purchaser shall nominate, schedule and take, the Contract Quantity of Gas (deemed ratable) during the Delivery Period at each Gas Delivery Point in accordance with the requirements of the Receiving Transporter and Delivering Transporter at such Gas Delivery Point.

(d) The Parties shall use Commercially Reasonable Efforts to avoid the imposition of any Imbalance Charges. If Purchaser or Issuer receives an invoice from a Transporter that includes Imbalance Charges related to the obligations of either Party under this Agreement, the Parties shall determine the validity as well as the cause of such Imbalance Charges. If the Imbalance Charges were incurred as a result of Purchaser's taking of quantities of Gas greater than or less than the Contract Quantity at any Gas Delivery Point, then Purchaser shall pay for such Imbalance Charges or reimburse Issuer for such Imbalance Charges paid by Issuer. If the Imbalance Charges were incurred as a result of Issuer's delivery of quantities of Gas greater than or less than the Contract Quantities at any Gas Delivery Point, then Issuer shall pay for such Imbalance Charges or reimburse Purchaser for such Imbalance Charges paid by Purchaser.

Section 5.3 Title and Risk of Loss.

(a) Title to Gas delivered under this Agreement and risk of loss shall pass from Issuer to Purchaser at the Gas Delivery Point.

(b) As between the Parties, Issuer shall be deemed to be in exclusive control and possession of the Gas delivered under this Agreement, and responsible for any damage or injury caused thereby, prior to the time such Gas has been delivered to Purchaser at the Gas Delivery Point. After delivery of Gas to Purchaser at the Gas Delivery Point, Purchaser shall be deemed to be in exclusive control and possession thereof and responsible for any injury or damage caused thereby. To the extent allowed by law, each Party shall reimburse the other Party for any losses, costs and expenses arising from any act or incident, including death of Persons, occurring when title to Gas is vested in such Party; provided that Issuer's obligations under this sentence shall be limited to amounts received by Issuer from Prepay LLC therefor.

Section 5.4 Communications Protocol. Purchaser and Issuer may at any time agree to Schedule Gas deliveries pursuant to the communications protocols set forth in [Exhibit G-1] to the Prepaid Agreement.

ARTICLE VI
GAS QUALITY AND MEASUREMENT

Purchaser shall not be required to accept Gas delivered by Issuer that does not meet the pressure, quality and heat content requirements of the Receiving Transporter as detailed in the applicable pipeline tariff. Purchaser's sole and exclusive remedy against Issuer with respect to any Gas that fails to meet such pressure, quality and heat content requirements shall be the right to reject non-conforming Gas and to receive payment under Article IV. If such rejected Gas meets the pressure, quality and heat content requirements of the Delivering Transporter, but does not meet such requirements of the Receiving Transporter, any such rejection by Purchaser and failure to deliver by Issuer shall be deemed to be excused by Force Majeure. For the avoidance of doubt, the provisions of Article XI shall apply to any such event of Force Majeure. If such rejected Gas does not meet such requirements of either the Receiving Transporter or the Delivering Transporter, Issuer shall be deemed to have failed to deliver any such Gas that is properly rejected. The unit of quantity measurement for Gas for purposes of this Agreement shall be one MMBtu dry. Measurement of Gas quantities under this Agreement shall be in accordance with the established procedures of the operator of the applicable Gas Delivery Point. With respect to any measurement of Gas delivered or received under this Agreement at any Gas Delivery Point, the measurement of such Gas (including the definition of Btu used in making such measurement) by the operator of such Gas Delivery Point shall be deemed to be conclusive; *provided*, however, if the operator of such Gas Delivery Point revises its measurement statements for Gas, such revision shall be effective as the measurement of Gas for the purposes of this Agreement and may be corrected pursuant to Section 14.5. If the operator of such Gas Delivery Point measures Gas in terms of dekatherms, one dekatherm (as determined by such operator) will be deemed equal to one MMBtu for purposes of this Agreement.

ARTICLE VII
USE OF GAS

Section 7.1 Tax Exempt Status of the Bonds. Purchaser acknowledges that the Bonds will be issued with the intention that the interest thereon will be exempt from federal taxes under Section 103 of the Code. Accordingly, Purchaser agrees that it will (a) provide such information with respect to its utility system as may be requested by Issuer in order to establish the tax-exempt status of the Bonds, and (b) act in accordance with such written instructions as Issuer may provide from time to time in order to maintain the tax-exempt status of the Bonds. Purchaser further agrees that it will not at any time take any action, or fail to take any action, that would adversely affect the tax-exempt status of the Bonds.

Section 7.2 Priority Gas. Purchaser agrees to take the Contract Quantities to be delivered under this Agreement (a) in priority over and in preference to all other Gas available to Purchaser that are not Priority Gas; and (b) on at least a *pari passu* and non-discriminatory basis with other Priority Gas.

Section 7.3 Assistance with Sales to Third Parties. If, notwithstanding Purchaser's compliance with Section 7.1, Purchaser does not require or is unable to receive all or any portion of the Contract Quantity that it is obligated to purchase under this Agreement as a result of (i) decreased Gas requirements due to reduced generation requirements during the Delivery Period,

or (ii) decreased demand by Purchaser's retail customers, Issuer shall, upon reasonable notice from Purchaser, use Commercially Reasonable Efforts, to the extent permitted under the Prepaid Agreement, to arrange for the sale of such quantities by Prepay LLC (A) to another Municipal Utility, or (B) if necessary, to another purchaser. Purchaser shall remain obligated to pay Issuer the Contract Price plus the Project Administration Fee for any portion of the Contract Quantity for which it requests remarketing pursuant to the foregoing sentence; *provided* that, if Issuer succeeds in arranging such a sale by Prepay LLC, Issuer shall credit against the amount owed by Purchaser for such Contract Quantities the amount received by Issuer from Prepay LLC for such sales less all directly incurred costs or expenses, including but not limited to remarketing administrative charges paid to Prepay LLC under the Prepaid Agreement, but in no event shall the amount of such credit be more than the Contract Price.

Section 7.4 Qualifying Use. Without limiting Purchaser's other obligations under this Article VII, Purchaser agrees that it will use all of the Gas purchased under this Agreement in compliance with the Qualifying Use Requirements. Purchaser agrees that it will provide such additional information, records and certificates as Issuer may reasonably request to confirm Purchaser's compliance with this Section 7.4.

Section 7.5 Remediation. To the extent that (i) a remarketing occurs under Section 7.3, (ii) Purchaser is not otherwise in default under this Agreement, and (iii) Prepay LLC remarkets the Gas in a Private Business Sale or a Non-Private Business Sale (as such terms are defined in the Prepaid Agreement) (the proceeds of any such remarketing sales, "Disqualified Remarketing Proceeds"), which Disqualified Remarketing Proceeds are for the benefit of Purchaser in that such proceeds reduce its payment obligations under this Agreement, then:

(a) Purchaser shall (i) exercise Commercially Reasonable Efforts to use an amount equivalent to such Disqualified Remarketing Proceeds to purchase Non-Priority Gas and use such Non-Priority Gas in compliance with the Qualifying Use Requirements in order to remediate such Disqualified Remarketing Proceeds and (ii) apply its purchases of Non-Priority Gas to remediate Disqualified Remarketing Proceeds under this Agreement on at least a *pari passu* and non-discriminatory basis with the remediation of such proceeds under any other contract that provides for the purchase of Priority Gas;

(b) in order to track compliance with Purchaser's obligations under Section 7.5(a) above, Purchaser shall deliver a Remediation Certificate in the form of Exhibit I hereto to Issuer and Prepay LLC by the tenth day of the Month subsequent to any relevant Non-Priority Gas purchases;

(c) for Disqualified Remarketing Proceeds remediated under this Section 7.5 that have not otherwise been remediated by Prepay LLC pursuant to the remarketing provisions of the Prepaid Agreement, Issuer shall pay Purchaser any portion of the Monthly Discount associated with such Disqualified Remarketing Proceeds and available for distribution under the Bond Indenture on the last Business Day of the Month following the Month in which Purchaser provides a certificate under clause (b) evidencing such remediation; and

(d) to the extent any Disqualified Remarketing Proceeds are not remediated within three Months of the Month in which a remarketing occurs under Section 7.3, then Issuer

and Prepay LLC shall be obligated to exercise Commercially Reasonable Efforts under the Prepaid Agreement to remediate such Disqualified Remarketing Proceeds and Purchaser's ability to remediate such Disqualified Remarketing Proceeds shall be subject to Issuer's and Prepay LLC's ability to remediate such proceeds through sales to other purchaser(s).

ARTICLE VIII
REPRESENTATIONS AND WARRANTIES; ADDITIONAL COVENANTS

Section 8.1 Representations and Warranties of Parties. As a material inducement to entering into this Agreement, each Party, with respect to itself, hereby represents and warrants to the other Party as of the Execution Date as follows:

(a) For Issuer as the representing Party, Issuer is a public corporation and public instrumentality of its associated municipalities and of the State of Tennessee organized under the Energy Acquisition Corporations Act;

(b) For Purchaser as the representing Party, Purchaser is a Division of the City of Memphis, a political subdivision of the State of Tennessee, validly existing under the laws of the State of Tennessee;

(c) it has all requisite power and authority to conduct its business, to own its properties and to execute, deliver and perform its obligations under this Agreement;

(d) there is no litigation, action, suit, proceeding or investigation pending or, to the best of such Party's knowledge, threatened, before or by any Government Agency, which could reasonably be expected to materially and adversely affect the performance by such Party of its obligations under this Agreement or that questions the validity, binding effect or enforceability hereof, any action taken or to be taken by such Party pursuant hereto, or any of the transactions contemplated hereby;

(e) the execution, delivery and performance of this Agreement by such Party have been duly authorized by all necessary action on the part of such Party and do not require any approval or consent of any security holder of such Party or any holder (or any trustee for any holder) of any indebtedness or other obligation of such Party;

(f) this Agreement has been duly executed and delivered on behalf of such Party by an appropriate officer or authorized Person of such Party and constitutes the legal, valid and binding obligation of such Party, enforceable against it in accordance with its terms, as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting creditors' rights generally and by general principles of equity;

(g) the execution, delivery and performance of this Agreement by such Party shall not violate any provision of any Law, decree or other legal or regulatory determination applicable to it;

(h) the execution, delivery and performance by such Party of this Agreement, and the consummation of the transactions contemplated hereby, including the incurrence by such Party of its financial obligations under this Agreement, shall not result in any violation of any term

of any material contract or agreement applicable to it, or any of its charter or bylaws or of any license, permit, franchise, judgment, writ, injunction or regulation, decree, order, charter, Law or ordinance applicable to it or any of its properties or to any obligations incurred by it or by which it or any of its properties or obligations are bound or affected, or of any determination or award of any arbitrator applicable to it, and shall not conflict with, or cause a breach of, or default under, any such term or result in the creation of any lien upon any of its properties or assets, except with respect to Issuer, the lien of the Bond Indenture;

(i) to the best of the knowledge and belief of such Party, no consent, approval, order or authorization of, or registration, declaration or filing with, or giving of notice to, obtaining of any license or permit from, or taking of any other action with respect to, any Government Agency is required in connection with the valid authorization, execution, delivery and performance by such Party of this Agreement or the consummation of any of the transactions contemplated hereby other than those that have been obtained; and

(j) it enters this Agreement as a bona-fide, arm's-length transaction involving the mutual exchange of consideration and, once executed by both Parties, considers this Agreement a legally enforceable contract.

Section 8.2 Warranty of Title. Issuer warrants that it will have the right to convey and will transfer good and merchantable title to all Gas sold under this Agreement and delivered by it to Purchaser, free and clear of all liens, encumbrances, and claims. Issuer assumes all liability for and, subject to the provisions of Section 18.1, shall indemnify, defend and hold harmless Purchaser from any Claims arising from breach of this warranty.

Section 8.3 Disclaimer of Warranties. EXCEPT FOR THE WARRANTIES EXPRESSLY MADE BY ISSUER IN THIS Article VIII, ISSUER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Section 8.4 Continuing Disclosure. Purchaser agrees to provide to Issuer: (a) such financial and operating information as may be requested by Issuer including its most recent audited financial statements for use in Issuer's offering documents for the Bonds; and (b) annual updates to such information and statements to enable Issuer to comply with its continuing disclosure undertakings under Rule 15(c)2-12 of the United States Securities and Exchange Commission. Failure by Purchaser to comply with its agreement to provide such annual updates shall not be a default under this Agreement, but any such failure shall entitle Issuer or an owner of the Bonds to take such actions and to initiate such proceedings as may be necessary and appropriate to cause Purchaser to comply with such agreement, including without limitation the remedies of mandamus and specific performance.

ARTICLE IX
TAXES

Issuer shall (a) be responsible for all ad valorem, excise, severance, production and other taxes assessed with respect to Gas delivered pursuant to this Agreement upstream of the Gas Delivery Point, and (b) indemnify Purchaser and its Affiliates for any such taxes paid by

Purchaser or its Affiliates. Purchaser shall (x) be responsible for all such taxes assessed at or downstream of the Gas Delivery Point, and (y) subject to the provisions of Section 18.1, indemnify Issuer and its Affiliates for any such taxes paid by Issuer or its Affiliates.

ARTICLE X
JURISDICTION; WAIVER OF JURY TRIAL

Section 10.1 Consent to Jurisdiction. ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST EITHER PARTY ARISING OUT OF OR RELATING HERETO SHALL BE BROUGHT EXCLUSIVELY IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA FOR THE WESTERN DISTRICT OF TENNESSEE AND OTHERWISE, IF SUCH COURTS LACK JURISDICTION, THEN IN THE COURTS OF THE STATE OF TENNESSEE. BY EXECUTING AND DELIVERING THIS AGREEMENT, EACH PARTY AGREES THAT SERVICE OF ALL PROCESS IN ANY SUCH PROCEEDING IN ANY SUCH COURT MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE PARTY AT ITS ADDRESS PROVIDED IN ACCORDANCE WITH ARTICLE XVI; AGREES THAT SERVICE AS PROVIDED ABOVE IS SUFFICIENT TO CONFER PERSONAL JURISDICTION OVER THE PARTY IN ANY SUCH PROCEEDING IN ANY SUCH COURT, AND OTHERWISE CONSTITUTES EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT.

Section 10.2 Waiver of Jury Trial. EACH OF THE PARTIES HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING UNDER THIS AGREEMENT. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH PARTY ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS ALREADY RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN ITS RELATED FUTURE DEALINGS. EACH PARTY FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS SECTION 10.2 AND EXECUTED BY EACH OF THE PARTIES), AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS HERETO. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY A COURT.

ARTICLE XI
FORCE MAJEURE

Section 11.1 Applicability of Force Majeure. To the extent either Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement and such Party (the "Claiming Party") gives notice and details of the Force Majeure to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations with respect to this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall mitigate the Force Majeure with all reasonable dispatch. For the duration of the Claiming Party's non-performance (and only for such period), the non-Claiming Party shall not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure.

Section 11.2 Settlement of Labor Disputes. Notwithstanding anything to the contrary herein, the Parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the Party experiencing such disturbance, and the failure of a Party to settle such strikes, lockouts or other industrial disturbances shall not prevent the existence of Force Majeure or of reasonable dispatch to remedy the same.

ARTICLE XII
GOVERNMENTAL RULES AND REGULATIONS

Section 12.1 Compliance with Laws. This Agreement shall be subject to all present and future Laws of any Government Agency having jurisdiction, and neither Party has knowingly undertaken or will knowingly undertake or knowingly cause to be undertaken any activity that would conflict with such Laws; *provided*, however, that nothing herein shall be construed to restrict or limit either Party's right to object to or contest any such Law, or its application to this Agreement or the transactions undertaken hereunder, and neither acquiescence therein or compliance therewith for any period of time shall be construed as a waiver of such right.

Section 12.2 Contests. Excluding all matters involving a contractual dispute between the Parties, no Party shall contest, cause to be contested or in any way actively support the contest of the equity, fairness, reasonableness or lawfulness of any terms or conditions set forth or established pursuant to this Agreement, as those terms or conditions may be at issue before any Government Agency in any proceeding, if the successful result of such contest would be to preclude or excuse the performance of this Agreement by either Party.

Section 12.3 Defense of Agreement. Excluding all matters involving a contractual dispute between the Parties, each Party shall hereafter defend and support this Agreement before any Government Agency in any proceeding, if the substance, validity or enforceability of all or any part of this Agreement is hereafter directly challenged or if any proposed changes in regulatory practices or procedures would have the effect of making this Agreement invalid or unenforceable or would subject either Party to any greater or different regulation or jurisdiction that materially affect the rights or obligations of the Parties under this Agreement.

ARTICLE XIII
ASSIGNMENT

The terms and provisions of this Agreement shall extend to and be binding upon the Parties and their respective successors, assigns, and legal representatives; *provided*, however, that, subject to Section 18.14, neither Party may assign this Agreement or its rights and interests, in whole or in part, under this Agreement without the prior written consent of the other Party. Prior to assigning this Agreement, Purchaser shall deliver to Issuer (i) written confirmation from each of the Applicable Rating Agencies, *provided* that such agency has rated and continues to rate the Bonds, that the assignment will not result in a reduction, qualification, or withdrawal of the then-current ratings assigned by the Applicable Rating Agencies to the Bonds; or (ii) written confirmation from each of the Applicable Rating Agencies, that the assignee has an outstanding long-term senior, unsecured, unenhanced debt rating equivalent to or higher than the ratings assigned by the Applicable Rating Agencies to the Bonds. Whenever an assignment or a transfer of a Party's interest in this Agreement is requested to be made with the written consent of the other Party, the assigning or transferring Party's assignee or transferee shall expressly agree to assume, in writing, the duties and obligations under this Agreement of the assigning or transferring Party. Upon the agreement of a Party to any such assignment or transfer, the assigning or transferring Party shall furnish or cause to be furnished to the other Party a true and correct copy of such assignment or transfer and assumption of duties and obligations.

ARTICLE XIV
PAYMENTS

Section 14.1 Monthly Statements.

(a) No later than the 5th day of each Month during the Delivery Period (excluding the first Month of the Delivery Period) and the first Month following the end of the Delivery Period, Purchaser shall deliver to Issuer, if applicable, a statement (a "Purchaser's Statement") listing (i) in respect of any Replacement Gas, the quantity and Replacement Gas Price applicable to such purchase, and (ii) any other amounts due to Purchaser in connection with this Agreement with respect to the prior Month(s).

(b) No later than the 10th day of each Month during the Delivery Period (excluding the first Month of the Delivery Period) and the first Month following the end of the Delivery Period (the "Billing Date"), Issuer shall deliver a statement (a "Billing Statement") to Purchaser indicating (i) the total amount due to Issuer for Gas delivered in the prior Month, (ii) any other amounts due to Issuer or Purchaser in connection with this Agreement with respect to the prior Month(s), and (iii) the net amount due to Issuer or Purchaser. If the actual quantity delivered is not known by the Billing Date, Issuer may provisionally prepare a Billing Statement based on Issuer's best available knowledge of the quantity of Gas delivered, which shall not exceed the sum of the Contract Quantity of all the Gas Days in such Month plus any make-up quantities delivered during such Month. The invoiced quantity and amounts paid thereon (with interest calculated on the amount overpaid or underpaid by Purchaser at the Default Rate) will then be adjusted on the following Month's Billing Statement, as actual delivery information becomes available based on the actual quantity delivered. If Issuer has not delivered a Billing Statement to Purchaser, with a copy to the Trustee, by the 16th day following the end of a Month, the Trustee shall prepare such Billing Statement and provide it to Purchaser, with a copy to Issuer.

(c) Upon request by either Party, the other Party shall deliver such supporting documentation of the foregoing as such requesting Party may reasonably request.

Section 14.2 Payment.

(a) If the Billing Statement indicates an amount due from Purchaser, then Purchaser shall remit such amount to the Trustee for the benefit of the Issuer by wire transfer (pursuant to the Trustee's instructions), in immediately available funds, on or before the 20th day of the Month following the most recent Month to which such Billing Statement relates, or if such day is not a Business Day, the preceding Business Day. If the Billing Statement indicates an amount due from Issuer, then Issuer shall remit such amount to Purchaser by wire transfer (pursuant to Purchaser's instructions), in immediately available funds, on or before the 28th day of the Month following the most recent Month to which such Billing Statement relates, or if such day is not a Business Day, the following Business Day.

(b) If Purchaser fails to issue a Purchaser's Statement with respect to any Month, Issuer shall not be required to estimate any amounts due to Purchaser for such Month, provided that Purchaser may include any such amount in the subsequent Purchaser's Statements issued within the next sixty (60) days. The sixty (60) day deadline in this subsection (b) replaces the two (2) year deadline in Section 14.5(b) with respect to any claim by any non-delivering Party of inaccuracy in any estimated invoice issued or payment made pursuant to this subsection (b).

Section 14.3 Payment of Disputed Amounts; Correction of Index Price.

(a) If Purchaser disputes any amounts included in the Issuer's Billing Statement, Purchaser shall (except in the case of manifest error) nonetheless pay any amount required by the Billing Statement in accordance with Section 14.2 without regard to any right of set-off, counterclaim, recoupment or other defenses to payment that Purchaser may have; *provided*, however, that Purchaser shall have the right, after payment, to dispute any amounts included in a Billing Statement or otherwise used to calculate payments due under this Agreement pursuant to Section 14.5. If Issuer disputes any amounts included in the Purchaser's Statement, Issuer may withhold payment to the extent of the disputed amount; *provided*, however, that interest shall be due at the Default Rate for any withheld amount later found to have been properly due.

(b) If a value published for any rate or index used or to be used in this Agreement is subsequently corrected and the correction is published or announced by the Person responsible for that publication or announcement within 30 days after the original publication or announcement, either Party may notify the other Party of (i) that correction and (ii) the amount (if any) that is payable as a result of that correction. If, not later than 30 days after publication or announcement of that correction, a Party gives notice that an amount is so payable, the Party that originally either received or retained such amount shall, not later than three Business Days after the effectiveness of that notice, pay, subject to any other applicable provisions of this Agreement, to the other Party that amount, together with interest on that amount at the Default Rate for the period from and including the day on which a payment originally was (or was not) made to but excluding the day of payment of the refund or payment resulting from that correction.

Section 14.4 Late Payment. If Purchaser fails to remit the full amount payable within one Business Day of when due, interest on the unpaid portion shall accrue from the date due until the date of payment at the Default Rate.

Section 14.5 Audit; Adjustments.

(a) A Party shall have the right, at its own expense, upon reasonable notice to the other Party and at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other Party to the extent reasonably necessary, but only to such extent, to verify the accuracy of any statement, charge, payment, or computation made under this Agreement. This right to examine, audit, and obtain copies shall not be available with respect to proprietary information not directly relevant to transactions under this Agreement.

(b) Each Purchaser's Statement and each Billing Statement shall be conclusively presumed final and accurate and all associated claims for under- or overpayments shall be deemed waived unless such Purchaser's Statement or Billing Statement is objected to in writing, with adequate explanation and/or documentation, within two (2) years after the applicable Month of Gas delivery.

(c) All retroactive adjustments shall be paid in full by the Party owing payment within thirty (30) days of notice and substantiation of such inaccuracy. If the Parties are unable to agree upon any retroactive adjustments requested by either Party within the time period specified in Section 14.5(b), then either Party may pursue any remedies available with respect to such adjustments at law or in equity. Retroactive adjustments for payments made based on incorrect Billing Statements shall bear interest at the Default Rate from the date such payment was made.

Section 14.6 Netting; No Set-Off. The Parties shall net all amounts due and owing, including any past due amounts (which, for the avoidance of doubt, shall include any accrued interest), arising under this Agreement such that the Party owing the greater amount shall make a single payment of the net amount to the other Party in accordance with this Article XIV. Notwithstanding the foregoing, payment for all amounts set forth in a Billing Statement provided to Purchaser shall be made without set-off or counterclaim of any kind.

Section 14.8 Obligations and Covenants of Purchaser. Purchaser further covenants and agrees:

(a) to make such payments from Utility Revenues, and as a charge against such Utility Revenues, as an operating expense of its municipal gas system and a cost of purchased Gas; provided, however, that Purchaser, in its discretion, may apply any legally available monies to the payment of amounts due under this Agreement;

(b) that it will establish, maintain, and collect rates and charges for the services furnished by its municipal gas system so as to provide Utility Revenues sufficient, together with other available municipal utility system revenues, to enable Purchaser to pay to Issuer all amounts payable under this Agreement and to pay all other amounts payable from the Utility Revenues of Purchaser's municipal gas system, and to maintain any required reserves;

(c) that it shall not furnish or supply services from its municipal gas system free of charge to any person, firm, corporation, association, or other entity, public or private, except any such service free of charge that Purchaser is supplying as of the date of this Agreement, as has been specifically identified by Purchaser to Issuer in writing, and that it shall promptly enforce the payment of any and all material accounts owing to Purchaser for the sale of Gas or the provision of services to its customers;

(d) that any future bond issue undertaken by Purchaser for its municipal gas system, or in connection with any other financing or financial transaction for its municipal gas system, Purchaser shall provide that the amounts payable by it under this Agreement constitute a cost of purchased Gas and an operating expense of its municipal gas system payable, together with all other operating expenses, from a first charge on the Utility Revenues and shall not pledge or encumber the Utility Revenues through a gross revenue pledge or in any other way which creates a prior or superior obligation to its obligation to make payments under this Agreement; and

(e) that it shall not take an action to institute an Event of Insolvency with respect to Purchaser.

Section 14.9 Financial Responsibility. When reasonable grounds for insecurity of payments due under this Agreement arise, Issuer may demand, and Purchaser shall provide within two (2) Business Days if demanded, adequate assurance of performance. Reasonable grounds include but are not limited to the occurrence of an insolvency or liquidation proceeding with respect to Purchaser or the downgrading of Purchaser's credit rating, if any, to a level below investment grade, or such facts and circumstances which would constitute reasonable grounds for insecurity under applicable Law. Adequate assurance shall mean sufficient security in the form and for a term reasonably specified by Issuer, including but not limited to a standby irrevocable letter of credit, a prepayment, a deposit to an escrow account, or a performance bond or guaranty by a creditworthy entity. The Parties agree that in the event Purchaser fails to provide such adequate assurance as demanded, Issuer shall have the right to suspend its performance under this Agreement, including the making of deliveries of Gas to Purchaser, on one (1) day written notice and shall not be obligated to restore such performance until the later of (i) the first day of the Month after such demand has been satisfied, and (ii) the completion of the term of deliveries to any replacement sales customer to which Prepay LLC has remarketed the Gas on behalf of Issuer.

ARTICLE XV
EXCHANGE

Section 15.1 General Rule. Purchaser may effectuate an exchange of Gas purchased under this Agreement under Section 15.2 or Section 15.3; provided, however, that any failure by a third party to perform its obligations under any such exchange arrangement shall not relieve Purchaser of its obligations under this Agreement. Additionally, Purchaser agrees that it shall use all Gas received pursuant to any exchange arrangement entered into under Section 15.2 or Section 15.3 consistent with the requirements of Section 7.4 of this Agreement.

Section 15.2 Description of Exchange Agreement. Purchaser may enter into an exchange agreement with a third party under which Purchaser implements redelivery of the Gas delivered at a Delivery Point ("Point A") to a delivery point on another pipeline connected with Purchaser's system ("Point B"). Under such an exchange agreement, Purchaser would deliver Gas at Point A to the exchange counterparty and receive delivery of an equivalent value of Gas at Point B from the exchange counterparty. The equivalent value of Gas at Point B may be taken by Purchaser on the same Gas Day that Gas is delivered at Point A or at any time after such Gas Day within the same Month. The transaction described in this Section 15.2 is not in itself a "disqualifying use" under federal tax law in effect on the date of this Agreement.

Section 15.3 Exchange Transactions Through a Third Party. In addition to an exchange agreement under Section 15.2, Purchaser may effectuate an exchange of deliveries of Gas at Point A (as described in Section 15.2) for deliveries at Point B (as described in Section 15.2) by entering into an agreement to provide the exchange through a third party. Under such an agreement, Purchaser would arrange for the delivery of Gas to one party ("Party 1") at Point A, and the receipt of Gas of an equivalent value from another party ("Party 2") at Point B, either directly or through a commodity exchange such as the Intercontinental Exchange, and bring the arrangements with Party 1 and Party 2 to a third party for the third party to enter into. Purchaser would then enter into an exchange agreement with the third party, as described in Section 15.2 above. The transaction described in this Section 15.3 is not in itself a "disqualifying use" under federal tax law in effect on the date of this Agreement.

ARTICLE XVI
NOTICES

Any notice, demand, or request required or authorized by this Agreement to be given by one Party to the other Party (or to a third party) shall be in writing and shall either be sent by electronic means, courier, or personally delivered (including overnight delivery service) to each of the notice recipients and addresses specified in Exhibit B for the receiving Party. Any such notice, demand, or request shall be deemed to be given (i) when sent by electronic means or (ii) when actually received if delivered by courier or personal delivery (including overnight delivery service). Each Party shall have the right, upon 10 days' prior written notice to the other Party, to change its list of notice recipients and addresses in Exhibit B. The Parties may mutually agree in writing at any time to deliver notices, demands or requests through alternate or additional methods.

ARTICLE XVII
DEFAULT; REMEDIES; TERMINATION

Section 17.1 Issuer Default. Each of the following events shall constitute an "Issuer Default" under this Agreement:

(a) any representation or warranty made by Issuer in this Agreement proves to have been incorrect in any material respect when made; or

(b) Issuer fails to perform, observe or comply with any covenant, agreement or term contained in this Agreement, and such failure continues for more than thirty (30) days

following the earlier of (i) receipt by Issuer of notice thereof or (ii) an officer of Issuer becoming aware of such default.

Section 17.2 Purchaser Default. Each of the following events shall constitute a "Purchaser Default" under this Agreement:

(a) Purchaser fails to pay when due any amounts owed to Issuer pursuant to this Agreement and such failure continues for two (2) Business Days following the earlier of (i) receipt by Purchaser of notice thereof or (ii) an officer of Purchaser becoming aware of such default;

(b) Purchaser (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (ii) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (iv) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency Law or other similar Law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (A) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (B) is not dismissed, discharged, stayed or restrained, in each case within thirty (30) days of the institution or presentation thereof; (v) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (vi) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets; (vii) has a secured party take possession of all or substantially all of its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its of assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within thirty (30) days thereafter; (viii) causes or is subject to any event with respect to it which, under the applicable Laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) through (vii); or (ix) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts (any such event under this Section 17.2(b), an "Event of Insolvency");

(c) any representation or warranty made by Purchaser in this Agreement proves to have been incorrect in any material respect when made; or

(d) Purchaser fails to perform, observe or comply with any other covenant, agreement or term contained in this Agreement, and such failure continues for more than thirty (30) days following the earlier of (i) receipt by Purchaser of notice thereof or (ii) an officer of Purchaser becoming aware of such default.

Section 17.3 Remedies Upon Default.

(a) Termination. If at any time an Issuer Default or a Purchaser Default has occurred and is continuing, then the non-defaulting Party may do any or all of the following (i) by notice to the defaulting Party specifying the relevant Issuer Default or Purchaser Default, as

applicable, terminate this Agreement effective as of a day not earlier than the day such notice is deemed given under Article XVI and/or (ii) declare all amounts due to the non-defaulting Party under this Agreement or any part thereof immediately due and payable, and the same shall thereupon become immediately due and payable, without notice, demand, presentment, notice of dishonor, notice of intent to demand, protest or other formalities of any kind, all of which are hereby expressly waived by the defaulting Party; *provided*, however, this Agreement shall automatically terminate and all amounts due to the non-defaulting Party hereunder shall immediately become due and payable as of the time immediately preceding the institution of the relevant proceeding or the presentation of the relevant petition that upon the occurrence of a Purchaser Default specified in Section 17.2(b)(iv) or, to the extent analogous thereto, Section 17.2(b)(viii). In addition, during the existence of an Issuer Default or a Purchaser Default, as applicable, the non-defaulting Party may exercise all other rights and remedies available to it at Law or in equity, including without limitation mandamus, injunction and action for specific performance, to enforce any covenant, agreement or term of this Agreement.

(b) Additional Remedies. In addition to the remedies set forth in Section 17.3(a) (and without limiting any other provisions of this Agreement), during the existence of any Purchaser Default, Issuer may suspend its performance hereunder and discontinue the supply of all or any portion of the Gas otherwise to be delivered to Purchaser by it under this Agreement. If Issuer exercises its right to suspend performance under this Section 17.3(b), Purchaser shall remain fully liable for payment of all amounts in default and shall not be relieved of any of its payment obligations under this Agreement. Deliveries of Gas may only be reinstated, at a time to be determined by Issuer, upon (i) payment in full by Purchaser of all amounts then due and payable under this Agreement and (ii) payment in advance by Purchaser at the beginning of each Month of amounts estimated by Issuer to be due to Issuer for the future delivery of Gas under this Agreement for such Month. Issuer may continue to require payment in advance from Purchaser after the reinstatement of Issuer's supply services under this Agreement for such period of time as Issuer in its sole discretion may determine is appropriate. In addition, and without limiting any other provisions of or remedies available under this Agreement, if Purchaser fails to accept from Issuer any Gas tendered for delivery under this Agreement, Issuer shall have the right to sell such Gas to third parties on any terms that Issuer, in its sole discretion, determines are appropriate.

(c) Effect of Early Termination. As of the effectiveness of any termination date in accordance with clause (i) of Section 17.3(a), (i) the Delivery Period shall end, (ii) the obligation of Issuer to make any further deliveries of Gas to Purchaser under this Agreement shall terminate, and (iii) the obligation of Purchaser to receive deliveries of Gas from Issuer under this Agreement will terminate; *provided* that the foregoing provisions shall not relieve the breaching party from liability for any such breach(es). Neither this Agreement nor the Delivery Period may be terminated for any reason except as specified in this Article XVII. Without prejudice to any payment obligation in respect of periods prior to termination, no payments will be due from either Party in respect of periods occurring after the effective termination date of this Agreement.

Section 17.4 Termination of Prepaid Agreement . Purchaser acknowledges and agrees that (i) in the event the Prepaid Agreement terminates for any reason prior to the end of the Delivery Period, this Agreement shall terminate on the effective date of early termination of the Prepaid Agreement (which date shall be the last date upon which deliveries are required thereunder, subject to all winding up arrangements) and (ii) Issuer's obligation to deliver Gas under

this Agreement shall terminate upon the termination of deliveries of Gas to Issuer under the Prepaid Agreement. Issuer shall provide notice to Purchaser of any early termination date of the Prepaid Agreement. The Parties recognize and agree that, in the event that the Prepaid Agreement terminates because of a [Failed Remarketing] (as defined in the Bond Indenture) of the Bonds that occurs in the first Month of a Reset Period, Issuer shall deliver Gas under this Agreement for the remainder of such first Month, and, notwithstanding anything in this Agreement to the contrary, no Monthly Discount or Annual Refunds shall be associated with such deliveries and the Contract Price shall be adjusted accordingly.

Section 17.5 Limitation on Damages. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS HEREIN PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION, OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING WITHOUT LIMITATION THE NEGLIGENCE OF EITHER PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THIS AGREEMENT ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT, AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS. IN DETERMINING THE APPROPRIATE MEASURE OF DAMAGES THAT WOULD MAKE THE PARTIES WHOLE, THE PARTIES HAVE THOROUGHLY CONSIDERED, INTER ALIA, THE UNCERTAINTY OF FLUCTUATIONS IN GAS PRICES, THE ABILITY AND INTENTION OF THE PARTIES TO HEDGE SUCH FLUCTUATIONS, THE BARGAINED-FOR ALLOCATION OF RISK, THE KNOWLEDGE, SOPHISTICATION AND EQUAL BARGAINING POWER OF THE PARTIES, THE ARMS-LENGTH NATURE OF THE NEGOTIATIONS, THE SPECIAL CIRCUMSTANCES OF THIS TRANSACTION, THE ACCOUNTING AND TAX TREATMENT OF THE TRANSACTION BY THE PARTIES, AND THE ENTERING INTO OF OTHER TRANSACTIONS IN RELIANCE ON THE ENFORCEABILITY OF THE LIQUIDATED DAMAGES PROVISIONS CONTAINED HEREIN.

ARTICLE XVIII
MISCELLANEOUS

Section 18.1 Indemnification Procedure. With respect to each indemnification included in this Agreement, the indemnity is given to the fullest extent permitted by applicable Law and the following provisions shall be applicable. The indemnified Party shall promptly notify the

indemnifying Party in writing of any Claim and the indemnifying Party shall have the right to assume its investigation and defense, including employment of counsel, and shall be obligated to pay related court costs, attorneys' fees and experts' fees and to post any appeals bonds; *provided*, however, that the indemnified Party shall have the right to employ at its expense separate counsel and participate in the defense of any Claim. The indemnifying Party shall not be liable for any settlement of a Claim without its express written consent thereto. In order to prevent double recovery, the indemnified Party shall reimburse the indemnifying Party for payments or costs incurred in respect of an indemnity with the proceeds of any judgment, insurance, bond, surety or other recovery made by the indemnified Party with respect to a covered event.

Section 18.2 Deliveries. Contemporaneously with this Agreement (unless otherwise specified):

(a) each Party shall deliver to the other Party evidence reasonably satisfactory to it of (i) such Party's authority to execute, deliver and perform its obligations under this Agreement and (ii) the appropriate individuals who are authorized to sign this Agreement on behalf of such Party;

(b) on the Bond Closing Date, Purchaser shall deliver to Issuer a fully executed Federal Tax Certificate in the form attached hereto as Exhibit D;

(c) on the Bond Closing Date, Purchaser shall deliver to Issuer an opinion of counsel to Purchaser in the form attached hereto as Exhibit E;

(d) on the Bond Closing Date, Issuer shall deliver to Purchaser an opinion of counsel to Issuer in the form attached hereto as Exhibit G; and

(e) on the Bond Closing Date, Purchaser shall deliver to Issuer a Closing Certificate in substantially the form set forth hereto as Exhibit H.

Section 18.3 Entirety; Amendments. This Agreement, including the exhibits and attachments hereto, constitutes the entire agreement between the Parties and supersedes all prior discussions and agreements between the Parties with respect to the subject matter hereof. There are no prior or contemporaneous agreements or representations affecting the same subject matter other than those expressed herein. Except for any matters that, in accordance with the express provisions of this Agreement, may be resolved by oral agreement between the Parties, no amendment, modification, supplement or change hereto shall be enforceable unless reduced to writing and executed by both Parties.

Section 18.4 Governing Law. THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES UNDER THIS AGREEMENT SHALL, TO THE EXTENT PERMITTED BY APPLICABLE LAW, BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TENNESSEE, WITHOUT REGARD TO ANY CONFLICTS OF LAW PRINCIPLE THAT WOULD DIRECT THE APPLICATION OF ANOTHER JURISDICTION'S LAW.

Section 18.5 Non-Waiver. No waiver of any breach of any of the terms of this Agreement shall be effective unless such waiver is in writing and signed by the Party against whom

such waiver is claimed. No waiver of any breach shall be deemed a waiver of any other subsequent breach.

Section 18.6 Severability. If any provision of this Agreement, or the application thereof, shall for any reason be invalid or unenforceable, then to the extent of such invalidity or unenforceability, the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected thereby, but rather shall be enforced to the maximum extent permissible under applicable Law, so long as the economic and legal substance of the transactions contemplated hereby is not affected in any materially adverse manner as to either Party.

Section 18.7 Exhibits. Any and all Exhibits referenced in this Agreement are hereby incorporated herein by reference and shall be deemed to be an integral part hereof.

Section 18.8 Winding Up Arrangements. All indemnity and confidentiality obligations, audit rights, and other provisions specifically providing for survival shall survive the expiration or termination of this Agreement. The expiration or termination of this Agreement shall not relieve either Party of (a) any unfulfilled obligation or undischarged liability of such Party on the date of such termination or (b) the consequences of any breach or default of any warranty or covenant contained in this Agreement. All obligations and liabilities described in the preceding sentence of this Section 18.8, and applicable provisions of this Agreement creating or relating to such obligations and liabilities, shall survive such expiration or termination.

Section 18.9 Relationships of Parties. The Parties shall not be deemed to be in a relationship of partners or joint venturers by virtue of this Agreement, nor shall either Party be an agent, representative, trustee or fiduciary of the other. Neither Party shall have any authority to bind the other to any agreement. This Agreement is intended to secure and provide for the services of each Party as an independent contractor.

Section 18.10 Immunity. Each Party represents and covenants to and agrees with the other Party that it is not entitled to and shall not assert the defense of sovereign immunity or governmental immunity with respect to its contractual obligations or any contractual Claims under this Agreement, and each hereby waives any such defense of sovereign or governmental immunity for contractual obligations or claims to the full extent permitted by Law. Nothing herein shall be construed to waive either party's rights under the Tennessee Governmental Tort Liability Act.

Section 18.11 Rates and Indices. If the source of any publication used to determine the index or other price used in the Contract Price should cease to publish the relevant prices or should cease to be published entirely, an alternative index or other price will be used based on the determinations made by Issuer and Prepay LLC under [Section 18.11] of the Prepaid Agreement. Issuer shall provide Purchaser the opportunity to provide its recommendations and other input to Issuer for Issuer's use in the process for selecting such alternative index or other price under [Section 18.11] of the Prepaid Agreement.

Section 18.12 Limitation of Liability . The obligations of Issuer under this Agreement, including all indemnity obligations, are special and limited obligations payable solely from the revenues, income and funds of its Gas Project that are pledged pursuant to the Bond Indenture.

Purchaser shall have no recourse to any other source of payment from Issuer, and no recourse against any Associated Municipality of Issuer or any director, officer, member, employee or agent of Issuer.

Section 18.13 Counterparts. This Agreement may be executed and acknowledged in multiple counterparts and by the Parties in separate counterparts, each of which shall be an original and all of which shall be and constitute one and the same instrument.

Section 18.14 Third Party Beneficiaries; Rights of Trustee. Purchaser acknowledges and agrees that (a) Issuer will pledge and assign its rights, title and interest in this Agreement and the amounts payable by Purchaser under this Agreement (other than amounts payable in respect of the Project Administration Fee) to secure Issuer's obligations under the Bond Indenture, (b) the Trustee shall be a third-party beneficiary of this Agreement with the right to enforce Purchaser's obligations under this Agreement, (c) the Trustee or any receiver appointed under the Bond Indenture shall have the right to perform all obligations of Issuer under this Agreement, (d) MSCGI is a third-beneficiary of this Agreement with the right to enforce the terms hereof relating to Delivery Point Premiums, and (e) in the event of any Purchaser Defaults under **Error! Reference source not found.**, (i) Prepay LLC may, to the extent provided for in, and in accordance with, the [Receivables Purchase Provisions] (as defined in the Bond Indenture), take assignment from Issuer of receivables owed by Purchaser to Issuer under this Agreement, and Prepay LLC or any third-party who takes transfer of such receivables from Prepay LLC shall thereafter have all rights of collection with respect to such receivables, and (ii) if such receivables are not so assigned, the Commodity Swap Counterparty (as defined in the Bond Indenture) shall have the right to pursue collection of such receivables to the extent of any non-payment by Issuer to the Commodity Swap Counterparty was caused by Purchaser's payment default. Pursuant to the terms of the Bond Indenture, Issuer has irrevocably appointed the Trustee as its agent to issue notices and as directed under the Bond Indenture, to take any other actions that Issuer is required or permitted to take under this Agreement. Purchaser may rely on notices or other actions taken by Issuer or the Trustee and Purchaser has the right to exclusively rely on any notices delivered by the Trustee, regardless of any conflicting notices that it may receive from Issuer.

Section 18.15 Waiver of Defenses. Purchaser waives all rights to set-off, counterclaim, recoupment and any other defenses that might otherwise be available to Purchaser with regard to Purchaser's obligations pursuant to the terms of this Agreement.

Section 18.16 Anti-Israel Boycott Certification. Each of the Parties to this Agreement hereby certifies, pursuant to Tennessee Code Section 12-4-119, that such Party, including any wholly-owned subsidiaries, majority-owned subsidiaries, parent companies or affiliates of such Party, is not currently engaged in nor will it engage in a boycott of Israel during the duration of this Agreement. For purposes of this section, boycott of Israel shall mean engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken (i) in compliance with, or adherence to, calls for a boycott of Israel, or (ii) in a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis, and is not based on a valid business reason.

[Separate Signature Page(s) Attached]

IN WITNESS WHEREOF, the Parties have caused this Gas Supply Contract to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

TENNERGY CORPORATION,
AN ENERGY ACQUISITION CORPORATION

By: _____
Name:
Title:

MEMPHIS LIGHT, GAS AND WATER, A DIVISION OF THE CITY OF MEMPHIS

By: _____
Name:
Title:

EXHIBIT A
GAS DELIVERY POINTS; CONTRACT QUANTITIES

[To be attached.]

EXHIBIT B
NOTICES

IF TO ISSUER: Tennergy Corporation, An Energy Acquisition Corporation
Attention: Braxton Williams, President
250 N Highland Ave
Jackson, TN 38301
Phone: (731) 422-7206
Email: contracts@tennergy.com

Gas Related: Attention: Braxton Williams, President
Phone: (731) 422-7206
Email: gassupply@tennergy.com

Invoicing: Attention: Braxton Williams, President
Phone: (731) 422-7206
Email: accountspayable@tennergy.com

Payments: [____]
[____]
[____] [Revenue Fund]

IF TO PURCHASER: Memphis Light, Gas and Water, a Division of the City of Memphis[2]
Attention: [____]
[____]
Memphis, TN [____]
Phone: [____]
Email: [____]

Gas Related: Attention: [____]
Phone: [____]
Email: [____]

Invoicing/Payments: Attention: [____]
Phone: [____]
Email: [____]

[2] NTD: MLGW to populate notice information.

EXHIBIT C
FORM OF REMARKETING ELECTION NOTICE

Tennergy Corporation, An Energy Acquisition Corporation
Jackson, Tennessee

Energy Prepay XVIII, LLC
[_____], [___]

U.S. Bank Trust Company, National Association
[_____], [___]

To the Addressees:

The undersigned, duly authorized representative of Memphis Light, Gas and Water, a Division of the City of Memphis (the "Purchaser"), is providing this notice (the "Remarketing Election Notice") pursuant to the Gas Supply Contract, dated as of [___], 20[__] (the "Supply Contract"), between Tennergy Corporation, An Energy Acquisition Corporation and Purchaser. Capitalized terms used herein shall have the meanings set forth in the Supply Contract.

Pursuant to Section 3.3(b) of the Supply Contract, the Purchaser has elected to have its Contract Quantity for each Gas Day of the applicable Reset Period remarketed beginning as of the commencement of such Reset Period. The resumption of deliveries in any future Reset Period shall be in accordance with Section 3.3(d) of the Supply Contract.

Given this [___] day of [_____], 20[__].

MEMPHIS LIGHT, GAS AND WATER, A DIVISION OF THE CITY OF MEMPHIS

By: _____
Name: _____
Title: _____

EXHIBIT D
FORM OF FEDERAL TAX CERTIFICATE

[___], 20[__]

This Federal Tax Certificate is executed in connection with the Gas Supply Contract dated as of [___], 20[__] (the "Supply Contract"), by and between Tennergy Corporation, An Energy Acquisition Corporation ("Issuer") and Memphis Light, Gas and Water, a Division of the City of Memphis ("Purchaser"). Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Supply Contract, in the Tax Certificate and Agreement, or in the Bond Indenture.

WHEREAS Purchaser acknowledges that Issuer is issuing the Bonds to fund the prepayment price under the Prepaid Agreement; and

WHEREAS the Bonds are intended to qualify for tax exemption under Section 103 of the Internal Revenue Code of 1986, as amended; and

WHEREAS Purchaser's use of Gas acquired pursuant to the Supply Contract and certain funds and accounts of Purchaser will affect the Bonds' qualification for such tax exemption.

NOW, THEREFORE, PURCHASER HEREBY CERTIFIES AS FOLLOWS:

1. Purchaser is a Division of the City of Memphis, a political subdivision of the State of Tennessee, with jurisdiction, control and management over the gas distribution system of the City of Memphis.

2. Purchaser will resell all of the Gas acquired pursuant to the Supply Contract to its retail Gas customers within its Gas service area, with retail sales in all cases being made pursuant to regularly established and generally applicable tariffs or under authorized requirements contracts. For purposes of the foregoing sentence, the term "service area" means (x) the area throughout which Purchaser, Purchaser's municipal wholesale customers, or a joint action agency's municipal customers, provided Gas transmission or distribution service at all times during the 5-year period ending on [___], 20[__], and from then until the date of issuance of the Bonds (the "Closing Date"), and (y) any area recognized as the service area of Purchaser, Purchaser's municipal wholesale customers, or a joint action agency's municipal customers, under state or federal law.

3. The annual average amount during the testing period of Gas purchased (other than for resale) by customers of Purchaser who are located within the service area of Purchaser, is [____] MMBtu. The maximum annual amount of Gas in any year being acquired pursuant to the Supply Contract is [____] MMBtu. The annual average amount of Gas that Purchaser holds in storage is [____] MMBtu. The annual average amount of Gas that Purchaser otherwise has a right to acquire as of the Closing Date is [____] MMBtu. The sum of (a) the maximum amount of Gas in any year being acquired pursuant to the Supply Contract, (b) the annual average amount of Gas that Purchaser holds in storage, and (c) the amount of Gas that Purchaser otherwise has a right to acquire in the year described in the foregoing clause (a) is [____] MMBtu. Accordingly, the amount of Gas to be acquired under the Supply Contract by Purchaser, supplemented by the amount of Gas otherwise available to Purchaser as of the Closing Date, during any year does not

exceed the sum of (i) [_____]% of the annual average amount during the testing period of Gas purchased (other than for resale) by customers of Purchaser who are located within the service area of Purchaser, by municipal wholesale customers of Purchaser for resale to customers of such municipal wholesale customers within such customers' service areas, or by a joint action agency from Purchaser for resale to its municipal customers for resale to their retail customers within those municipal customers' Gas service areas; and (ii) the amount of Gas to be used to transport the prepaid Gas to Purchaser during such year. For purposes of this paragraph 3, the term "testing period" means the 5 calendar years ending [___], 20[__], and the term "service area" means (x) the area throughout which Purchaser provided Gas transmission or distribution service at all times during the testing period, (y) any area within a county contiguous to the area described in (x) in which retail customers of Purchaser are located if such area is not also served by another utility providing Gas services, and (z) any area recognized as the service area of Purchaser under state or federal law.

4. Purchaser expects to pay for Gas acquired pursuant to the Supply Contract solely from funds derived from its Gas distribution operations. Purchaser expects to use current net revenues of its to pay for current Gas acquisitions. There are no funds or accounts of Purchaser or any person who is an Affiliate to Purchaser in which monies are invested and which are reasonably expected to be used to pay for Gas acquired more than one year after it is acquired. No portion of the proceeds of the Bonds will be used directly or indirectly to replace funds of Purchaser or any persons who are Affiliates to Purchaser that are or were intended to be used for the purpose for which the Bonds were issued.

Executed as of the date first above written.

MEMPHIS LIGHT, GAS AND WATER, A DIVISION OF THE CITY OF MEMPHIS

By:_____
Name:
Title:

EXHIBIT E
FORM OF OPINION OF COUNSEL TO PURCHASER

[___], 20[__]

Tennergy Corporation, An Energy Acquisition Corporation
Jackson, Tennessee

Energy Prepay XVIII, LLC
[_____], [___]

Morgan Stanley Capital Group Inc.
New York, NY

U.S. Bank Trust Company, National Association, as trustee
[_____], [___]

BP Energy Company
Houston, TX

Re: Gas Supply Contract between Memphis Light, Gas and Water, a Division of the City of Memphis and Tennergy Corporation, An Energy Acquisition Corporation dated as of [___], 20[__]

Ladies and Gentlemen:

We are Counsel to Memphis Light, Gas and Water, a Division of the City of Memphis ("Purchaser"). Purchaser is a Purchaser in the Gas Project undertaken by Tennergy Corporation, An Energy Acquisition Corporation ("Issuer"). We are furnishing this opinion to you in connection with the Gas Supply Contract between Issuer and Purchaser dated as of [___], 20[__] (the "Supply Contract").

Unless otherwise specified herein, all terms used but not defined in this opinion shall have the same meaning as is ascribed to them in the Supply Contract.

In connection with this opinion, we have examined originals or copies, certified or otherwise identified to our satisfaction, of the following:

(a) The Constitution and laws of the State of Tennessee (the "State") including, as applicable, acts, ordinances, certificates, articles, charters, bylaws, and agreements pursuant to which Purchaser was created and by which it is governed;

(b) [_____], duly adopted by Purchaser on [___], 20[__] (the "Resolution") and certified as true and correct by certificate and seal, authorizing Purchaser to execute and deliver the Supply Contract; and

(c) A copy of the Supply Contract executed by Purchaser.

We have also examined and relied upon originals or copies of such records, documents, certificates, and other instruments, and made such investigations of law, as in our judgment we have deemed necessary or appropriate to enable us to render the opinions expressed below. In our examination, we have assumed the genuineness of the signatures; the authenticity of all documents submitted to us as originals, and the conformity of all original documents submitted to us as copies.

Based upon the foregoing, we are of the opinion that:

1. Purchaser is a Division of the City of Memphis, a political subdivision of the State of Tennessee, duly organized and validly existing under the laws of the State, and has the power and authority to own its properties, to carry on its business as now being conducted, and to enter into and to perform its obligations under the Agreement.

2. The execution, delivery, and performance by Purchaser of the Supply Contract have been duly authorized by the governing body of Purchaser and do not and will not require, subsequent to the execution of the Supply Contract by Purchaser, any consent or approval of the governing body or any officers of Purchaser.

3. The Supply Contract is the legal, valid, and binding obligation of Purchaser, enforceable in accordance with its terms, except as such enforceability may be subject to (i) the exercise of judicial discretion in accordance with general principles of equity and (ii) bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted, to the extent constitutionally applicable.

4. No approval, consent or authorization of any governmental or public agency, authority, commission or person, or, to our knowledge, of any holder of any outstanding bonds or other indebtedness of Purchaser, is required with respect to the execution, delivery and performance by Purchaser of the Supply Contract or Purchaser's participation in the transactions contemplated thereby other than those approvals, consents and/or authorizations that have already been obtained.

5. The authorization, execution and delivery of the Supply Contract and compliance with the provisions thereof (a) will not conflict with or constitute a breach of, or default under, (i) any instrument relating to the organization, existence or operation of Purchaser, (ii) any ruling, regulation, ordinance, judgment, order or decree to which Purchaser (or any of its officers in their respective capacities as such) is subject or (iii) any provision of the laws of the State relating to Purchaser and its affairs, and (b) to our knowledge will not result in, or require the creation or imposition of, any lien on any of the properties or revenues of Purchaser pursuant to any of the foregoing.

6. Purchaser is not in breach of or default under any applicable constitutional provision or any law or administrative regulation of the State or the United States or any applicable judgment or decree or, to our knowledge, any loan or other agreement, resolution, indenture, bond,

note, resolution, agreement or other instrument to which Purchaser is a party or to which Purchaser or any of its property or assets is otherwise subject, and to our knowledge no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument.

7. Payments to be made by Purchaser under the Supply Contract shall constitute operating expenses of Purchaser's gas utility system payable solely from the revenues and other available funds of Purchaser's gas utility system as a cost of purchased gas. The application of the revenues and other available funds of Purchaser's gas utility system to make such payments is not subject to any prior lien, encumbrance or other restriction.

8. As of the date of this opinion, to the best of our knowledge after due inquiry, there is no pending or threatened action or proceeding at law or in equity or by any court, government agency, public board or body affecting or questioning the existence of Purchaser or the titles of its officers to their respective offices or affecting or questioning the legality, validity, or enforceability of this Supply Contract nor to our knowledge is there any basis therefor.

This opinion is subject to the following qualifications:

a. We express no opinion with respect to the validity or enforceability of any provisions of the Supply Contract or any other documents that may be read to require the Purchaser to indemnify any party or waive trial by jury.

b. We express no opinion as to the enforceability of provisions waiving, directly or indirectly, expressly or impliedly, defenses to obligations or rights granted by law, where such waivers are prohibited by law or are against public policy.

c. Our opinion as to enforceability is limited by standards of good faith, fair dealing, materiality, and reasonableness that may be applied by a court to the exercise of certain rights and remedies; limitations based on statutes or on public policy limiting a person's rights to waive the benefit of statutory provisions or of a common law right; and limitations releasing a party from or indemnifying a party against liability for its own wrongful or negligent act when such release or indemnification is contrary to public policy.

d. We bring to your attention the fact that we are admitted to the bar of the State of Tennessee and the opinions herein are limited to the laws of the State of Tennessee and the federal laws of the United States of America. We express no opinion as to the enforceability, under the laws of the State of Tennessee or any other State, of the choice of law provisions contained in the Supply Contract, nor, assuming such provisions would be enforceable under the choice of law principles of the State of Tennessee or any other State, do we state any opinion as to the enforceability of the Supply Contract under the internal laws of any other State. Notwithstanding the foregoing, you have requested us to review the Supply Contract and provide you with the opinions set forth above assuming, solely for purposes of these opinions, that the

internal laws of the State of Tennessee would govern the Supply Contract. If the Supply Contract were to be governed under the internal laws of the State of Tennessee, our opinions would be as set forth herein. We note that if a court of competent jurisdiction determines the Supply Contract to be unenforceable under the laws of any other State, then the Supply Contract may not be enforced by Tennessee courts under the applicable Tennessee conflict of law provisions.

This opinion is rendered solely for the use and benefit of the addressees listed above in connection with the Supply Contract and may not be relied upon other than in connection with the transactions contemplated by the Supply Contract, or by any other person or entity for any purpose whatsoever, nor may this opinion be quoted in whole or in part or otherwise referred to in any document or delivered to any other person or entity, without the prior written consent of the undersigned.

Very truly yours,

EXHIBIT F

MONTHLY DISCOUNT

Monthly Discount:	$[____]/MMBtu during the Initial Reset Period, and for each Month of a Reset Period thereafter, the Monthly Discount portion of the Available Discount for such Reset Period determined by the Calculation Agent pursuant to the Re-Pricing Agreement.

EXHIBIT G

FORM OF OPINION OF COUNSEL TO ISSUER

[___], 20[__]

Memphis Light, Gas and Water
Memphis, Tennessee

Energy Prepay XVIII, LLC
[_____], [___]

Morgan Stanley Capital Group Inc.
New York, NY

U.S. Bank Trust Company, National Association, as trustee
[_____], [___]

BP Energy Company
Houston, TX

Re: Gas Supply Contract between Memphis Light, Gas and Water, a Division of the City of Memphis (the "Purchaser") and Tennergy Corporation, An Energy Acquisition Corporation (the "Issuer") dated as of [___], 20[__] (the "Gas Supply Contract")

We have acted as counsel to the Tennergy Corporation, An Energy Acquisition Corporation (the "Issuer") in connection with its execution of the Gas Supply Contract. This opinion is rendered pursuant to Section 18.2(d) of the Gas Supply Contract. Capitalized terms used and not defined in this opinion shall have the same meanings assigned to them in the Gas Supply Contract.

In our capacity as counsel to the Issuer, we have examined the following:

(a) A certified copy of the Certificate of Incorporation of the Issuer;

(b) A certified copy of the By-Laws of the Issuer;

(c) A Certificate of Existence for the Issuer issued by the Tennessee Secretary of State;

(d) A certified copy of the Resolution adopted by the Board of Directors of the Issuer on [_____], 2026 (the "Resolution"), authorizing the execution and delivery of the Gas Supply Contract;

(e) An executed counterpart of the Gas Supply Contract;

In rendering this opinion, we have examined a copy such records and other documents as we have deemed necessary and relevant for purposes of this opinion. In our examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, and the conformity of all original documents submitted to us as copies.

As to factual matters, we have relied solely upon the documents described above, the representations and warranties of the Issuer contained in the Gas Supply Contract, other agreements and certificates delivered in connection with the Gas Project, the certificate of incorporation of the Issuer, as amended, and various certificates and other documents furnished to us by Issuer's officers and its Board of Directors. In basing the opinions set forth in this letter on "our knowledge," the words "our knowledge" signify that, in the course of our representation, no facts have come to the attention of the individual signing this opinion that would give us actual knowledge or actual notice that any such opinions or other matters are not accurate. Except as otherwise stated in this opinion, we have undertaken no investigation or verification of such matters.

We are of the opinion that:

1. The Issuer is a public nonprofit corporation created under Sections 7-39-101 et. Seq., Tennessee Code Annotated, as amended from time to time (the "Act"), and has full legal right, power and authority under the Act to (a) adopt the Resolution, (b) enter into, execute and deliver the Gas Supply Contract, and (c) carry out and consummate the transactions contemplated by the Gas Supply Contract, and the Issuer has complied, and will at the Closing be in compliance in all respects, with the terms of the Act and the Gas Supply Contract as they pertain to such transactions.

2. By all necessary official action, the Issuer has duly authorized all necessary action to be taken by it for (a) the adoption of the Resolution, (b) the approval, execution and delivery of, and the performance by the Issuer of the obligations on its part, contained in the Gas Supply Contract, and (c) the consummation by it of all other transactions contemplated by the Gas Supply Contract.

3. The Resolution was duly and validly adopted by the Issuer and all other proceedings pertinent to the validity and enforceability of the Gas Supply Contract have been duly and validly adopted or undertaken in compliance with all applicable procedural requirements of the Issuer and in compliance with the Constitution and laws of the State, including the Act, and the Resolution is in full force and effect and has not been amended.

4. The Gas Supply Contract has been duly authorized, executed and delivered by the Issuer, and constitutes a legal, valid and binding obligation of the Issuer enforceable against the Issuer in accordance with its terms, except to the extent limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws and equitable principles of general application relating to or affecting the enforcement of creditors' rights.

5. All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition

precedent to, or the absence of which would materially adversely affect the due performance by the Issuer of its obligations under the Gas Supply Contract have been obtained.

6. To our knowledge, after due inquiry of representatives of the Issuer, there is no legislation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to our knowledge, threatened against the Issuer, affecting the existence of the Issuer or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the execution and delivery of the Gas Supply Contract or in any way contesting or affecting the validity or enforceability of the Gas Supply Contract.

7. The execution and delivery of the Gas Supply Contract and compliance by the Issuer with the provisions thereof, under the circumstances contemplated herein and therein, will not conflict with or constitute on the part of the Issuer a material breach of or a default under any agreement or instrument to which the Issuer is a party, or violate any existing law, administrative regulation, court order, or consent decree to which the Issuer is subject.

Notwithstanding anything to the contrary contained above, the foregoing opinion is expressly made subject to the following exceptions, qualifications, and assumptions:

(i) We express no opinion with respect to the validity or enforceability of any provisions of the Gas Supply Contract or any other documents that may be read to require the Issuer to indemnify any party or waive trial by jury.

(ii) We express no opinion as to the enforceability of provisions waiving, directly or indirectly, expressly or impliedly, defenses to obligations or rights granted by law, where such waivers are prohibited by law or are against public policy.

(iii) We except from our opinion any provisions contained in any document which purport to prevent any party from raising an affirmative defense thereto, such as estoppel, illegality, etc., if such affirmative defense arises or is asserted to have arisen out of any action by any party which has not been brought to our attention, or which purports to prevent any party from raising a claim of fraud.

(iv) We except from our opinion any provisions contained in any of the documents which could be construed as waiving service of process or any applicable statute of limitations defense or which establish any rights to specific performance.

(v) Our opinion as to enforceability is limited by standards of good faith, fair dealing, materiality, and reasonableness that may be applied by a court to the exercise of certain rights and remedies; limitations based on statutes or on public policy limiting a person's right to waive the benefit of statutory provisions or of a common law right; and limitations releasing a party from or indemnifying a party against liability for its own wrongful or negligent act when such release or indemnification is contrary to public policy.

(vi) Our opinion is limited to the matters stated herein and no opinion may be inferred or implied beyond the matters expressly stated herein. The opinions expressed in this letter are given solely for your use and benefit in connection with the transactions referred to herein and no other person may use or rely on this opinion letter, nor may it be used or relied upon in any

other transaction which is not related to transactions referred to herein, without our prior express written consent. This opinion is provided to you as a legal opinion only and not as a warranty or guarantee with respect to the matter described herein or in the documents referred to herein.

(vii) We bring to your attention the fact that we are admitted to the bar of the State of Tennessee and the opinions herein are limited to the laws of the State of Tennessee and the federal laws of the United States of America. We express no opinion as to the enforceability, under the laws of the State of Tennessee or any other State, of any choice of law provisions contained in the Gas Supply Contract, nor, assuming such provisions would be enforceable under the choice of law principles of the State of Tennessee or any other State, do we state any opinion as to the enforceability of the Gas Supply Contract under the internal laws of any other State. Notwithstanding the foregoing, you have requested us to review the Gas Supply Contract and provide you with the opinions set forth herein assuming, solely for purposes of these opinions, that the internal laws of the State of Tennessee would govern the Gas Supply Contract. If the Gas Supply Contract were to be governed under the internal laws of the State of Tennessee, our opinions would be as set forth herein. We note that if a court of competent jurisdiction determines the Gas Supply Contract to be unenforceable under the laws of any other State, then the Gas Supply Contract may not be enforced by Tennessee courts under the applicable Tennessee conflict of law provisions.

(viii) Our opinion is rendered as of the date hereof and we assume no obligation to advise you of changes in law or fact (or to the effect thereof on the opinions expressed herein) that hereafter may come to our attention.

(ix) The scope of this opinion is limited to those issues and parties specifically considered herein and no further or more expansive opinion is implied or should be inferred from any opinion expressed herein. On such basis, any variation or difference in the facts upon which this opinion is based might affect our conclusions in an adverse manner and make them inaccurate.

Sincerely,

EXHIBIT H

FORM OF CLOSING CERTIFICATE

CLOSING CERTIFICATE OF PURCHASER

[___], 20[__]

Re: Tennergy Corporation, An Energy Acquisition Corporation
Gas Supply Revenue Bonds, Series 2026[X]

The undersigned, [____] and [____] of Memphis Light, Gas and Water, a Division of the City of Memphis (the *"Purchaser"*), hereby certifies as follows in connection with the Gas Supply Contract dated as of [___], 20[__] (the *"Agreement"*) between the Purchaser and Tennergy Corporation, An Energy Acquisition Corporation ("*Issuer*") and the issuance and sale by Issuer of the above-referenced bonds (the *"Bonds"*) (capitalized terms used and not defined herein shall have the meanings given to them in the Agreement):

1. Purchaser is a Division of the City of Memphis, a political subdivision of the State of Tennessee (the *"State"*), duly created and validly existing and in good standing under the laws of the State, and has the corporate power and authority to enter into and perform its obligations under the Agreement.

2. By all necessary official action on its part, the Purchaser has duly authorized and approved the execution and delivery of, and the performance by the Purchaser of the obligations on its part contained in the Agreement, and such authorization and approval has not been amended, supplemented, rescinded or modified in any respect since the date thereof.

3. The Agreement constitutes the legal, valid and binding obligation of the Purchaser.

4. The authorization, execution and delivery of the Agreement and compliance with the provisions on the Purchaser's part contained therein (a) will not conflict with or constitute a breach of or default in any material respect under (i) any instrument relating to the organization, existence or operation of Purchaser, (ii) any ruling, regulation, ordinance, judgment, order or decree to which Purchaser (or any of its officers in their respective capacities as such) is subject or (iii) any provision of the laws of the State relating to Purchaser and its affairs, and (b) will not result in, or require the creation or imposition of, any lien on any of the properties or revenues of Purchaser pursuant to any of the foregoing.

5 The Purchaser is not in breach of or default in any material respect under any applicable constitutional provision, law or administrative regulation of the State or the United

States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Purchaser is a party or to which the Purchaser or any of its property or assets are subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default in any material respect by the Purchaser under any of the foregoing.

6. Payments to be made by the Purchaser under the Agreement shall constitute operating expenses of the Purchaser's gas utility system payable solely from the revenues and other available funds of Purchaser's gas utility system as a cost of purchased gas. The application of the revenues and other available funds of the Purchaser's gas utility system to make such payments is not subject to any prior lien, encumbrance or other restriction.

7. No litigation, proceeding or tax challenge is pending or, to its knowledge, threatened, against the Purchaser in any court or administrative body which would (a) contest the right of the officials of the Purchaser to hold and exercise their respective positions, (b) contest the due organization and valid existence of the Purchaser, (c) contest the validity, due authorization and execution of the Agreement or (d) attempt to limit, enjoin or otherwise restrict or prevent the Purchaser from executing, delivering and performing the Agreement, nor to the knowledge of the Purchaser is there any basis therefor.

8. All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the Purchaser of its obligations under the Agreement have been duly obtained.

9. The representations and warranties of the Purchaser contained in the Agreement were true, complete and correct on and as of the date thereof and are true, complete and correct on and as of the date hereof.

10. The statements and information with respect to the Purchaser contained in the Official Statement dated [___], 20[__] with respect to the Bonds, including [Appendix B] thereto (the *"Official Statement"*), fairly and accurately describe and summarize the financial and operating position of the Purchaser for the periods shown therein, and such statements and information did not as of the date of the Official Statement and do not as of the date hereof contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make such statements and information, in the light of the circumstances under which they were made, not misleading.

11. No event affecting the Purchaser has occurred since the date of the Official Statement which should be disclosed therein in order to make the statements and information with respect to the Purchaser contained therein, in light of the circumstances under which they were made, not misleading in any material respect.

IN WITNESS WHEREOF the undersigned has executed this Certificate on and as of the date first written above.

MEMPHIS LIGHT, GAS AND WATER, A DIVISION OF THE CITY OF MEMPHIS

By: _____
Name:
Title:

EXHIBIT I

FORM OF REMEDIATION CERTIFICATE

[_____], 20[__]

Tennergy Corporation, An Energy Acquisition Corporation ("Issuer")
250 N Highland Ave
Jackson, TN 38301
Attn: Braxton Williams, President
Phone: (731) 422-7206
Email: contracts@tennergy.com

Energy Prepay XVIII, LLC ("Prepay LLC")
c/o Morgan Stanley & Co. LLC
[1585 Broadway
New York, NY 10036-8293]
Email: [____]
With a mandatory copy to:
Email: msdoc-misc-notices@morganstanley.com

Re: Remediation Certificate for the Gas Supply Contract, dated as of [___], 20[__], between Issuer and Memphis Light, Gas and Water, a Division of the City of Memphis (the "Supply Contract")

To the Addressees:

The undersigned, duly authorized representative of Memphis Light, Gas and Water, a Division of the City of Memphis ("Purchaser"), hereby certifies as follows in connection with the remediation of Disqualified Remarketing Proceeds (as defined below). Capitalized terms used herein shall have the meanings set forth in the Supply Contract.

1. Remarketing Request. Pursuant to Section 7.3 of the Supply Contract, the Contract Quantities listed below have been remarketed in a [Insert Type of Sale] as defined in and pursuant to the remarketing provisions of the Prepaid Agreement (the proceeds of any such purchases, "Disqualified Remarketing Proceeds").

Remarketing Date(s)	Remarketed Quantities (MMBtu)	Remarketing Price ($/MMBtu)	Disqualified Remarketing Proceeds ($)
[_____], 20[_] - [_____], 20[_]	[_____] MMBtu	$[_____]/MMBtu	$[_____]

2. Remarketing and Remediation. Purchaser hereby certifies as follows in connection with the remediation of the Disqualified Remarketing Proceeds described in Section 1 above:

a. Set forth as Attachment 1 hereto is a copy of one or more invoices or statements for the purchase of Gas under **[NOTE: Insert contract description]** by Purchaser which Purchaser agrees to apply to the remediation of the Disqualified Remarketing Proceeds set forth in Section 1.

Remediation Purchase Date(s)	Remediation Quantities (MMBtu)	Remediation Price ($/MMBtu)	Remediation Dollar Amounts ($)
[____], 20[_] - [____], 20[_]	[____] MMBtu	$[____]/MMBtu	$[____]

b. Purchaser represents and warrants that (x) all of such Gas was used in compliance with the Qualifying Use Requirements and (y) none of such Gas is (i) Priority Gas or (ii) has been or will be utilized to remediate any remarketing proceeds for Priority Gas other than the Disqualified Remarketing Proceeds identified in Section 1.

In witness whereof the undersigned has executed this Certificate on and as of the date first written above.

MEMPHIS LIGHT, GAS AND WATER, A DIVISION OF THE CITY OF MEMPHIS

By: _____
Name:
Title:

52392052.2

RESOLUTION SUMMARY

1. **Short Title Description – Contract No. 12512 – Master Paving Program – Sections 1 and 3**

2. **Requested Funding – $23,025,201.70**

3. **Award Duration – Ratification, Increase, and the Second and final renewal (December 2, 2026 through December 1, 2027)**

4. **Type of Bid – Sealed Bid**

5. **Awarded To – Lehman-Roberts Company**

6. **Plain Language Description – This contract is to supply excavation patches, asphalt milling and paving services for MLGW jobs in the City of Memphis (COM) to meet paving requirements.**

7. **Impact – This contract provides asphalt milling and paving services for MLGW jobs performed on the City of Memphis (COM) streets to meet paving requirements. This will reduce the amount of time patches remain in the city streets as well as allow MLGW to complete the work prior to winter weather and asphalt plant shutdown.**

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
November 4, 2026

The Director of Procurement, Contracts and Strategic Sourcing recommends to the Board of Light, Gas and Water Commissioners the approval of the Ratification, Increase and Renewal (*Change No. 3*) to Contract No. 12512, Master Paving Program - Sections 1 and 3 with Lehman-Roberts Company to ratify, increase and renew the current contract in the funded amount of $23,025,201.70.

The project scope is to provide all labor, technical skills, tools, materials, and equipment necessary for the milling and paving repairs, paving of approximately 4,100 excavation patches. The Contractor is responsible for set up, operation and take down of all equipment used during the execution of Work. The contract award was selected based on the lowest and best bid using the Sealed Bid process.

This change is to ratify, increase and renew the current contract for the second and final annual renewal for the period covering December 2, 2026 through December 1, 2027 in the amount of $23,025,201.70. The additional funding is due to the elimination of the single-lane paving Contract No. 12540. All asphalt milling and paving across the City of Memphis must now be completed through the patching contract instead of single-lane paving. This created a significant increase in workload for Contract No. 12512, resulting in a $12.7 million cost increase. This ratification, increase and renewal complies with all applicable laws and policies. The new contract value is $47,744,928.10.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of the Ratification, Increase and Renewal (*Change No. 3*) to Contract No. 12512, Master Paving Program - Sections 1 and 3 with Lehman-Roberts Company to ratify, increase and renew the current contract in the funded amount of $23,025,201.70, as outlined in the foregoing preamble, is approved and further,

THAT, the President, or his designated representative, is authorized to execute the Ratification, Increase and Renewal.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 4, 2026 approved the Ratification, Increase and Renewal (*Change No. 3*) to Contract No. 12512, Master Paving Program - Sections 1 and 3 with Lehman-Roberts Company to ratify, increase and renew the current contract in the funded amount of $23,025,201.70, and is now recommending to the Council of the City of Memphis that it approves said ratification, increase and renewal as approved; and

WHEREAS, the project scope is to provide all labor, technical skills, tools, materials, and equipment necessary for the milling and paving repairs, paving of approximately 4,100 excavation patches. The Contractor is responsible for set up, operation and take down of all equipment used during the execution of Work. The contract award was selected based on the lowest and best bid using the Sealed Bid process; and

WHEREAS, this change is to ratify, increase and renew the current contract for the second and final annual renewal for the period covering December 2, 2026 through December 1, 2027 in the amount of $23,025,201.70. The additional funding is due to the elimination of the single-lane paving Contract No. 12540. All asphalt milling and paving across the City of Memphis must now be completed through the patching contract instead of single-lane paving. This created a significant increase in workload for Contract No. 12512, resulting in a $12.7 million cost increase. This ratification, increase and renewal complies with all applicable laws and policies. The new contract value is $47,744,928.10; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved the Ratification, Increase and Renewal (*Change No. 3*) to Contract No. 12512, Master Paving Program - Sections 1 and 3 with Lehman-Roberts Company to ratify, increase and renew the current contract in the funded amount of $23,025,201.70 as approved.

CONTRACT CHANGE FORM

MEMPHIS LIGHT, GAS, AND WATER DIVISION **CONTRACT CHANGE NO. 3**
CITY OF MEMPHIS **DATE OF CHANGE NOVEMBER 4, 2026**
CONTRACT NUMBER 12512 **SHEET 1 OF 4**

TO: TYLER JORDAN

LEHMAN-ROBERTS COMPANY

670 SOUTH COOPER STREET

MEMPHIS, TN 38104

YOU ARE ADVISED THAT THE MEMPHIS LIGHT, GAS AND WATER DIVISION, CITY OF MEMPHIS, MEMPHIS, TENNESSEE HEREBY AUTHORIZES THE FOLLOWING CHANGE IN REGARD TO THE ABOVE CONTRACT NUMBER. THE CONTRACTOR AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF SAID CONTRACT AND PREVIOUS CHANGES.

THE PROJECT SCOPE IS TO PROVIDE ALL LABOR, TECHNICAL SKILLS, TOOLS, MATERIALS, AND EQUIPMENT NECESSARY FOR THE MILLING AND PAVING REPAIRS, PAVING OF APPROXIMATELY 4,100 EXCAVATION PATCHES. THE CONTRACTOR IS RESPONSIBLE FOR SET UP, OPERATION AND TAKE DOWN OF ALL EQUIPMENT USED DURING THE EXECUTION OF WORK. THE CONTRACT AWARD WAS SELECTED BASED ON THE LOWEST AND BEST BID USING SEALED BID PROCESS.

THIS CHANGE IS TO RATIFY, INCREASE AND RENEW THE CURRENT CONTRACT FOR THE SECOND AND FINAL ANNUAL RENEWAL FOR THE PERIOD COVERING DECEMBER 2, 2026 THROUGH DECEMBER 1, 2027 IN THE AMOUNT OF $23,025,201.70. THE ADDITIONAL FUNDING IS DUE TO THE ELIMINATION OF THE SINGLE-LANE PAVING CONTRACT NO. 12540. ALL ASPHALT MILLING AND PAVING ACROSS THE CITY OF MEMPHIS MUST NOW BE COMPLETED THROUGH THE PATCHING CONTRACT INSTEAD OF SINGLE-LANE PAVING. THIS CREATED A SIGNIFICANT INCREASE IN WORKLOAD FOR CONTRACT NO. 12512, RESULTING IN A $12.7 MILLION COST INCREASE. THIS RATIFICATION, INCREASE AND RENEWAL COMPLIES WITH ALL APPLICABLE LAWS AND POLICIES. THE NEW CONTRACT VALUE IS $47,744,928.10.

CHANGE IN CONTRACT PRICE:

CONTRACT AMOUNT	**$ 24,719,726.40**
CHANGE AMOUNT	**$ 23,025,201.70 – Ratification, Increase and Renewal (*Change No. 3*)**
TOTAL CONTRACT AMOUNT	**$ 47,744,928.10**

APPROVED BY THE BOARD OF LIGHT, GAS AND WATER COMMISSIONERS

APPROVED BY THE PRESIDENT **DATE**

BOARD RESOLUTION TRANSMITTAL

Expenditure Org Executive: Chandrika Winston-Rosser
Procurement Contracts Specialist: TaShay Yates

Board Meeting Date: 11/4/2026
Contract Number: 12512
Purchase Commodity:
Other (Non-Procurement Items):

Responsible Group (Requesting Area/ Contact Person) (Telephone number/email address)	**570220 - Gas Contracting Services - Brian Throneberry - (901) 334-8147**
Scope: Contract X Purchase Other	**The project scope is to provide all labor, technical skills, tools, materials, and equipment necessary for the milling and paving repairs, paving of approximately 4,100 excavation patches and MLGW facilities.**
Explanation of Action. *(Contract/Purchase invoice payments, land purchase, dues, other)*	**This change is to ratify, increase and renew the current contract for the second and final annual renewal for the period covering December 2, 2026 through December 1, 2027 in the amount of $23,025,201.70.**
Where will the work take place? *(MLGW facility or jobsite, etc.)*	**The work will take place throughout Memphis and Shelby County, Tennessee.**
Why the need exists? (Contract/Purchase invoice payments, land purchase, dues, other)	**The need exists to address the street cut workload and the paving standards in the City of Memphis.**
Are there any anticipated vendor issues? (If so, please explain)	**No**
Are there any contract services, labor or IBEW issues? If yes, has cost comparison been provided to IBEW? Date Provided?	**No**
Is there a Budget deficit? If yes, please explain why. Identify in the Budget section below the area, charge code and amount which will absorb the shortfall.	**No**
If applicable, how was the recommendation determined? (Bid, RFQ or RFP) **Sealed Bid**	

BUDGET:

	Total	In 2027 Budget Year	After Budget Year
Amount Requested	$ 23,025,201.70	$ 23,025,201.70	$ -
2027 Budget*	$ 29,700,000.00	$ 29,700,000.00	
Amount Spent Year-to-Date	$ -		
2027 Budget Balance Available		$ 29,700,000.00	
Budget Balance After Award		$ 6,674,798.30	

Please indicate category *(O&M or Capital).

☐ **O&M**
☐ **Capital**

Project: Lead Service Replacement, Gas Main-Svc Repl (DOT), Street Improvements, Planned Maintenance, Emergency Maintenance
Expenditure Organization: 0570220 Gas Contracting Services
Expenditure Type: eAM Contracted Material, eAM Contracted Equip, eAM Contracted Svc
Task: Electric, Gas, Water

Comments: Approval is contingent upon the approval of the 2027 Budget.

Expenditure Type	Budget	Actual	Available
	$ -	$ -	$ -
	$ -	$ -	$ -
			$ -

APPROVED:

Kahrina Cooper
Budget & Financial Planning

9/10/2026
Date

Rev. 11/01/2018

9,101,500.00
6,256,700.00
3,912,674.00
1,742,354.00
21,013,228.00
29,700,000.00
8,686,772.00
10,530,000.00

Contractor: **Lehman-Roberts Company**
11/4/2026

Contract Number: 12512

	Actions	Date	Amount
Original Award		**10/2/2024**	**$9,412,639.00**
Ratification, Increase and Renewal (Change Order No. 1)	This change was to ratify and renew the current contract for the first of two (2) annual renewals for the period covering December 2, 2025 through December 1, 2026 in the amount of $10,307,087.00 with an overall negotiated 9.35% increase in rates from the initial term.	11/19/2025	$10,307,087.40
Increase (Change Order No. 2)	This change was to increase the current contract value in the amount of $5,000,000.00 with no increase in rates, to continue working on the patch asphalt paving for all jobs in the City of Memphis. This will reduce the amount of time that patches remain in the city streets and allow MLGW to complete the paving prior to winter weather and asphalt plant shutdown. The term of the contract will remain through December 1, 2026.	7/1/2026	$5,000,000.00
Current Contract Amount			***$24,719,726.40***
Amount Paid to Date as of 10.19.26			$20,613,494.28
Current Contract Balance			$4,106,232.12
Ratification, Increase and Renewal (Change Order No. 3)	***This change is to ratify, increase and renew the current contract for the second and final annual renewal for the period covering December 2, 2026 through December 1, 2027 in the amount of $23,025,201.70. The additional funding is due to the elimination of the single-lane paving Contract No. 12540. All asphalt milling and paving across the City of Memphis must now be completed through the patching contract instead of single-lane paving. This created a significant increase in workload for Contract No. 12512, resulting in a $12.7 million cost increase.***	***11/4/2026***	***$23,025,201.70***
Available Balance			**$27,131,433.82**
Cumulative Contract Value			**$47,744,928.10**

Note: MLGW's Water Construction and Maintenance Department will utilize the remaining balance to cover the remainder of the term through December 1, 2026.

LEHMAN-ROBERTS COMPANY

MEMPHIS STONE & GRAVEL COMPANY

7/09/2026

REF: Contract #12512 – MLGW Master Asphalt Paving Program

Memphis Light, Gas, and Water (MLGW)
ATTN: Rhonda Williams
Manager
Gas Contracted Services & Pavement Replacement

Ms. Williams,

I want to first thank you for all your help in the transition of project managers on this project. Everyone has been great to work with as I am trying to learn all of the processes and how to handle everything. I look forward to continuing working with y'all through the rest of this year and hopefully for a long time to come.

I have attached a spreadsheet which will show the comparison of our current contract pricing vs. our proposed contract prices for FY2027. As you know there have been significant fuel and liquid AC increases over the past 3-5 months due to the ongoing war overseas. I will break down each item by the percent increase along with a brief explanation of the proposed increase.

411-01.10 ACS Mix (PG64-22) Grading D

- From October 2025 until now we have seen the following cost increases: Fuel for Equipment, Liquid Asphalt, and Trucking Cost. Diesel in Oct. 26 was approx. $2.74/gallon and is currently at $4.13/gallon, which is a 51% increase. According to the TDOT Index the October 25 price was $600/liquid ton and is currently at $753.08, which is a 26% increase. The lowest point of Liquid AC was in was March 26 at $571.54, which is a 32% increase in the last 4 months alone. Trucking has gone up nearly 20% due to the increased fuel cost. This item shows an approximate 8% increase overall from the previous contract year to address the afore-mentioned increased cost.

415-01.02 Cold Planing Bituminous Pavement (1.5")

- This item shows a nearly 13% increase from the previous contract year. This increase is driven by fuel, trucking cost, and increased carbide bit cost. The cost of our milling bits in March 26 were approximately $5/bit and they are currently at $27/bit with prices anticipated to increase monthly for the foreseeable future. This equates to a 440% increase on the milling bits alone. The bits must be changed every 2-3 days and sometimes daily depending on the material being removed. The fuel and trucking increases are the same as listed above in the ACS Mix Grading D.

P.O. Box 1603
Memphis, TN, 38101
(901) 774-4000

LEHMAN-ROBERTS COMPANY

MEMPHIS STONE & GRAVEL COMPANY

I kept most of the items at the same quantity as the previous year as some of these items could be used with the upcoming TDOT work that we did not use much of this year. I anticipate some of the items to significantly underrun, but at this time it would be nearly impossible to quantify by how much. I have cut the facilities quantities in half in anticipation of not doing much work at facilities this year.

I am looking forward to another season working alongside MLGW. If you have any questions or concerns, please don't hesitate to call me to discuss.

Sincerely,

Tyler C. Jordan, P.E.
LEHMAN-ROBERTS COMPANY

P.O. Box 1603
Memphis, TN, 38101
(901) 774-4000

LEHMAN-ROBERTS
A GRANITE COMPANY

Lehman-Roberts Asphalt 2026 vs 2027 Rates

ESTIMATED ROADWAY PATCHING QUANTITIES FOR ONE (1) YEAR TERM									
Item Description	2026 Quantity	2027 Quantity	Unit	2026 Rates	Proposed 2027	% Increase	2026 Value	New 2027 Value	Difference
ACS MIX (PG64-22) GRADING D	24,480	65,000	TON	$209.50	$227.00	8.35%	$5,128,560.00	$14,755,000.00	$9,626,440.00
COLD PLANING BITUMINOUS PAVEMENT(1.5")	307,940	700,000	S.Y.	$7.10	$8.00	12.68%	$2,186,374.00	$5,600,000.00	$3,413,626.00
SPEED BUMPS	5	5	EACH	$7,250.00	$7,250.00	0.00%	$36,250.00	$36,250.00	$0.00
UNDERCUTTING	50	50	C.Y.	$144.00	$144.00	0.00%	$7,200.00	$7,200.00	$0.00
RAISED PAVEMENT MARKER	40	40	EACH	$40.00	$40.00	0.00%	$1,600.00	$1,600.00	$0.00
LETTERS FOR ASPHALT REPLACEMENT (STOP AHEAD, YIELD, ETC.)	25	25	EACH	$145.00	$145.00	0.00%	$3,625.00	$3,625.00	$0.00
ARROW MARKER	10	10	EACH	$725.00	$725.00	0.00%	$7,250.00	$7,250.00	$0.00
SNOWPLOWABLE RAISED PAVEMENT MARKER (BI-DIR) (1 COLOR)	40	40	EACH	$125.00	$125.00	0.00%	$5,000.00	$5,000.00	$0.00
SNOWPLOWABLE RAISED PAVEMENT MARKER (BI-DIR) (2 COLOR)	40	40	EACH	$125.00	$125.00	0.00%	$5,000.00	$5,000.00	$0.00
PLASTIC PAVEMENT MARKING (CROSS-WALK)	3,170	3,170	L. FT.	$34.50	$34.50	0.00%	$109,365.00	$109,365.00	$0.00
PLASTIC PAVEMENT MARKING (STOP LINE)	6,190	6,190	L. FT.	$38.50	$38.50	0.00%	$238,315.00	$238,315.00	$0.00
PLASTIC PAVEMENT MKG (TURN LANE ARROW)	25	25	EACH	$500.00	$500.00	0.00%	$12,500.00	$12,500.00	$0.00
PLASTIC PVMT MKG (LONGITUDINAL X-WALK)	3,170	3,170	L. FT.	$70.00	$70.00	0.00%	$221,900.00	$221,900.00	$0.00
PLASTIC PAVEMENT MARKING (BIKELANE ARROW)	40	40	EACH	$590.00	$590.00	0.00%	$23,600.00	$23,600.00	$0.00
SPRAY THERMO PVMT MRKING (60 Mil) (4 IN LINE)	158,400	158,400	L. FT.	$1.32	$1.32	0.00%	$209,088.00	$209,088.00	$0.00
SPRAY THERMO PVMT MRKING (60 Mil) (6 IN LINE)	105,600	105,600	L. FT.	$1.52	$1.52	0.00%	$160,512.00	$160,512.00	$0.00
TEMPORARY STRIPING		3,000	L. FT.		$2.50	N/A	$0.00	$7,500.00	$7,500.00
TEMPORARY DETAIL STRIPING		750	S. FT.		$13.00	N/A	$0.00	$9,750.00	$9,750.00
EMERGENCY MOBILIZATION (PRIORITY JOBS)	10	10	EACH	$15,000.00	$15,000.00	0.00%	$150,000.00	$150,000.00	$0.00
MOBILIZATION (PER CALLOUT)	26	26	EACH	$35,600.00	$35,600.00	0.00%	$925,600.00	$925,600.00	$0.00
LOOP WIRE CONDUIT	40	40	L. FT.	$95.00	$95.00	0.00%	$3,800.00	$3,800.00	$0.00
LOOP WIRE PULL BOX	4	4	EACH	$1,495.00	$1,495.00	0.00%	$5,980.00	$5,980.00	$0.00
LOOP WIRE	9,320	9,320	L. FT.	$20.00	$20.00	0.00%	$186,400.00	$186,400.00	$0.00
						TOTAL	$9,627,919.00	$22,685,235.00	$13,057,316.00	135.62%

SUPPLEMENTAL ESTIMATED MAINTENANCE QUANTITIES FOR ONE (1) YEAR TERM									
Item Description	2026 Quantity	2027 Quantity	Unit	2026 Rates	Proposed 2027	% Increase	2026 Value	New 2027 Value	Difference
UNDERCUTTING	50	25	C.Y.	$144.00	$144.00	0.00%	$7,200.00	$3,600.00	($3,600.00)
MINERAL AGGREGATE, TY A BASE, GRADING D	100	50	TON	$130.00	$130.00	0.00%	$13,000.00	$6,500.00	($6,500.00)
ASPHALT CONC. MIX (PG70-22) BPMB-HM) GR A	500	250	TON	$175.00	$175.00	0.00%	$87,500.00	$43,750.00	($43,750.00)
ASPHALT CONC. MX (PG70-22) BPMB-HM) GR B-M2	500	250	TON	$175.00	$175.00	0.00%	$87,500.00	$43,750.00	($43,750.00)
HIGH PERFORMANCE FOG SEAL	5,000	2,500	S.Y.	$5.00	$5.00	0.00%	$25,000.00	$12,500.00	($12,500.00)
REMOVAL & DISPOSAL EXISTING ASPHALT PVMT	125	65	S.Y.	$40.00	$40.00	0.00%	$5,000.00	$2,600.00	($2,400.00)
CLEANING & CRACK REPAIR	2,000	1,000	L. FT.	$5.00	$5.00	0.00%	$10,000.00	$5,000.00	($5,000.00)
SAW CUTTING ASPHALT PAVEMENT	125	65	L. FT.	$10.00	$10.00	0.00%	$1,250.00	$650.00	($600.00)
ACS MIX (PG70-22) GRADING D	500	250	TON	$160.00	$160.00	0.00%	$80,000.00	$40,000.00	($40,000.00)
ACS MIXING (PG70-22) THIN LIFT D ASPHALT	500	250	TON	$192.00	$192.00	0.00%	$96,000.00	$48,000.00	($48,000.00)
CRACK SEALANT	1,000	500	L.B.	$22.00	$22.00	0.00%	$22,000.00	$11,000.00	($11,000.00)
COLD PLANING BITUMINOUS PAVEMENT	600	300	TON	$20.50	$20.50	0.00%	$12,300.00	$6,150.00	($6,150.00)
PAINT PAVEMENT MARKING (STOP LINE)	25	13	L. FT.	$27.00	$27.00	0.00%	$675.00	$337.50	($337.50)
PAINT PAVEMENT MKG (TURN LANE ARROW)	3	2	EACH	$270.00	$270.00	0.00%	$810.00	$540.00	($270.00)
PAINTED PAVEMENT MARKING (PARKING LINE)	600	300	L. FT.	$17.00	$17.00	0.00%	$10,200.00	$5,100.00	($5,100.00)
PAINTED PAVEMENT MARKING (STRAIGHT ARROW)	3	2	EACH	$245.00	$245.00	0.00%	$735.00	$490.00	($245.00)
PAINTED PAVEMENT MARKING (6" LINE)	5,280	2,640	L. FT.	$3.03	$3.03	0.00%	$15,998.40	$7,999.20	($7,999.20)
MOBILIZATION (PER CALL-OUT)	12	6	EACH	$17,000.00	$17,000.00	0.00%	$204,000.00	$102,000.00	($102,000.00)
						TOTAL	$679,168.40	$339,966.70	($339,201.70)	-49.94%

Grand Total	$10,307,087.40	$23,025,201.70	$12,718,114.30	123.39%

Note: new items for 2027

Signed by:
Rhonda Williams
427619209E4F4E8...

8/28/2026

RESOLUTION SUMMARY

1. **Short Title Description - Gas & Water Bond Professionals Series 2027**

2. **Requested Funding - Bond Proceeds will be used for funding.**

3. **Award Duration - The duration of the agreement will be determined by the time required to complete the bond issuance.**

4. **Type of Bid - Professional Services for Underwriter, Legal Counsel and Financial Advisor**

5. **Awarded To - Raymond James, FHN Financial, Siebert Williams Shank, The Wade Law Firm, Bass Berry & Sims, and Stephens Inc.**

6. **Plain Language Description - Resolution to approve the selection of professionals (underwriters, bond counsel, and financial advisors) for the upcoming issuance of Series 2027 Gas System Revenue Bonds and Series 2027 Water System Revenue Bonds.**

7. **Impact - These professionals manage financial risk, ensure regulatory compliance, and execute the marketing and distribution of securities to investors.**

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
November 4, 2026

The Secretary-Treasurer recommends that the Board approve the selection of the following professionals in connection with the proposed issuance of Series 2027 Gas System Revenue Bonds (estimated at $100,000,000.00), and Series 2027 Water System Revenue Bonds (estimated at $225,000,000.00):

1) Underwriters at an underwriting fee not to exceed $4.00 per $1,000.00 of bonds

    - Raymond James (Senior Manager)
    - FHN Financial (Co-Manager)
    - Siebert Williams Shank & Co., LLC (Co-Manager)

2) Co-Bond Counsel (estimated to be $357,500.00 for all bond issues)

    - The Wade Law Firm, PLLC - 50%
    - Bass Berry & Sims - 50%

3) Financial Advisor

    - Stephens Inc. fees are as follows:
        - Gas Revenue Bonds, Series 2027: $85,000.00 plus expenses
        - Water Revenue Bonds, Series 2027: $135,000.00 plus expenses

NOW THEREFORE, BE IT RESOLVED BY the Board of Light, Gas & Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the selection of the above listed firms in connection with the proposed issuance of Series 2027 Gas System Revenue Bonds (estimated at $100,000,000.00) and Series 2027 Water System Revenue Bonds (estimated at $225,000,000.00) as outlined in the above preamble, is approved; and further

THAT, the President and Secretary-Treasurer are authorized to engage and employ these firms to consummate the transactions contemplated herein.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners at their meeting held November 4, 2026, approved the selection of the following professionals in connection with the proposed issuance of Series 2027 Gas System Revenue Bonds (estimated at $100,000,000.00), and the Series 2027 Water System Revenue Bonds (estimated at $225,000,000.00):

1) Underwriters at an underwriting fee not to exceed $4.00 per $1,000.00 of bonds

    - Raymond James (Senior Manager)
    - FHN Financial (Co-Manager)
    - Siebert Williams Shank & Co., LLC (Co-Manager)

2) Co-Bond Counsel based on rates previously approved by the MLGW Board and City Council (estimated to be $357,500.00 for all bond issues)

    - The Wade Law Firm, PLLC - 50%
    - Bass Berry & Sims - 50%

3) Financial Advisor

    - Stephens Inc. fees are as follows:
        - Gas Revenue Bonds, Series 2027: $85,000.00 plus expenses
        - Water Revenue Bonds, Series 2027: $135,000.00 plus expenses

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby approved the selection of the above-listed firms in connection with the proposed issuance of Series 2027 Gas System Revenue Bonds (estimated at $100,000,000.00), and Series 2027 Water System Revenue Bonds (estimated at $225,000,000.00).

RAYMOND JAMES®

**$225,000,000*
City of Memphis
Water System Revenue Bonds
Series 2027**

**$100,000,000*
City of Memphis
Gas System Revenue Bonds
Series 2027**

Proposed Underwriting Priorities and Fees
October 26, 2026

UNDERWRITING LIABILITIES

Firm	Participation	
Raymond James	Senior Manager	70%
FHN Financial	Co-Manager	15%
Siebert Williams Shank	Co-Manager	15%

SERIES 2027 PRIORITY OF ORDERS

1. Tennessee Retail
2. National Retail
3. Group Net
4. Member

SERIES 2027 DEFINITION OF A RETAIL ORDER

1. Tennessee Retail is defined as individuals domiciled in the State of Tennessee.
2. Trust Departments, Money Managers and Investment Advisors may not submit Retail Orders.
3. Retail Orders will be capped at $500,000 per account. Orders in excess of $500,000, the initial $500,000 will be handled on a Member basis and the excess will be handled on a Group Net basis.
4. The Investor's zip code must be included on all Retail Orders.
5. All Syndicate Members must agree that they will only submit Retail Orders on behalf of legitimate retail accounts and that MLGW and its Financial Advisors have the right, during and after the order period, to audit any Retail Orders to determine that the orders are legitimate. MLGW may at its sole discretion:
    (a) Disallow the takedown associated with the order
    (b) Cancel the order
    (c) Report the mischaracterization to the MSRB
    (d) Take any other action deemed appropriate by MLGW, including the forfeiture of other designated takedowns for the firm.

* Preliminary, subject to change.

UNDERWRITER'S DISCOUNT BREAKDOWN

Memphis Light, Gas & Water Tax-Exempt Series 2027 Bonds Par Amount of	Gas $100,000,000		Water $225,000,000	
	$/Bond	Total $	$/Bond	Total $
Average Takedown	$2.65	$265,000	$2.65	$596,250
Management Fee to Raymond James	$0.34	$34,142	$0.36	$80,136
Estimated Underwriter's Expenses*	$0.16	$15,858	$0.14	$32,364
Total Underwriter's Discount	**$3.15**	**$315,000**	**$3.15**	**$708,750**

Estimated Underwriter's Expenses				
	$/Bond	Total $	$/Bond	Total $
IPREO	$0.11	$11,008	$0.11	$24,504
Day Loan	$0.02	$2,361	$0.02	$5,372
DTC Book Entry	$0.01	$975	$0.00	$975
CUSIP	$0.02	$1,513	$0.01	$1,513
Total	**$0.16**	**$15,858**	**$0.14**	**$32,364**

*Underwriting Expenses do not include Underwriter's Counsel fees

Terrell as promised here are the fees requested by Bass Berry and our firm:

- Water – $225,000,000 x .0011% = $247,500 total bond counsel fee ($123,750 Wade Firm and $123,750 Bass Berry)

- Gas – $100,000,000 x .0011% = $110,000 total bond counsel fee ($55,000 Wade Firm and $55,000 Bass Berry)

  Please let me know if you have any questions. Thank you.

ALLAN J. WADE
The Wade Law Firm, PLLC
5050 Poplar Avenue, Suite 1028
Memphis, TN 38157
(901)322-8005

Stephens Inc.

Jackson T. Stephens, 1923-2005
Chairman Emeritus in Perpetuity

Samuel E. Crewse
Senior Vice President

October 26, 2026

Mr. Terrell Davis
Manager, Treasury Management
Memphis Light, Gas and Water Division
220 S. Main Street
Memphis, TN 38103-3917

Terrell,

I would like to thank you for the opportunity to submit a fee proposal to serve as municipal advisor for your Gas and Water System Revenue Bonds, Series 2027. When determining fees, it is often common in our industry to consider the size and complexity of a project and to evaluate fees in terms of the "dollars per $1,000" ratio (or percentage).

My fee proposal is based on prior MLGW bond financings, prior bond financings completed by several of your peers, and information related to other bond issues sold by Memphis and Shelby County. The table below includes several of the transactions that I evaluated and considered.

Bond Issues	Total Bonds Issued	Advisor Fee	Fees as a Percentage of Bonds Issued	Implied Fee for MLGW 2027 Bonds [1]
MLGW Series 2016	$110,000,000	$95,000	0.0864%	$280,682
MLGW Series 2017	$155,000,000	$120,000	0.0774%	$251,613
MLGW Series 2020	$308,000,000	$195,000	0.0633%	$205,763
MLGW Series 2024	$197,880,000	$145,000	0.0733%	$238,149
MLGW Series 2025	$235,155,000	$165,000	0.0702%	$228,041
2024 NES Bond Issue	$366,710,000	$236,355	0.0645%	$209,472
2023 Chattanooga Power Issue	$112,125,000	$112,562	0.1004%	$326,267
Shelby County 2023	$152,975,000	$150,000	0.0981%	$318,680
Shelby County 2025	$270,865,000	$305,000	0.1126%	$365,957
City of Memphis 2024A	$135,345,000	$133,636	0.0987%	$320,896
City of Memphis 2024B	$85,290,000	$111,364	0.1306%	$424,356
City of Memphis 2026	$134,035,000	$133,636	0.0997%	$324,033
Average of above bond issues	$188,615,000	$158,546	0.0896%	$291,159
Series 2027 Fee Proposal (Water)	**$225,000,000**	**$135,000**	**0.060%**	**$135,000**
Series 2027 Fee Proposal (Gas)	**$100,000,000**	**$85,000**	**0.085%**	**$85,000**
Series 2027 Fee Proposal (Total)	**$325,000,000**	**$220,000**	**0.068%**	**$220,000**

[1] Implied fee is calculated by multiplying historical % times $325 million

Stephens Inc.
Public Finance

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Nashville, Tennessee 37203

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samcrewse@stephens.com
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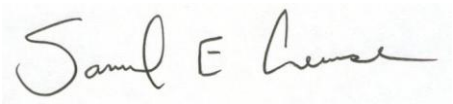
Based on the above data, and our understanding of the size and scope of your bond issues, I am proposing a fee of $135,000 for an approximately $225 million Water System Revenue Bond financing and a fee of $85,000 for an approximately $100 million Gas System Revenue Bond financing. On a percentage basis, these fees are less than what was charged on the Series 2024 and Series 2025 MLGW Electric Revenue Bonds. They are also less, on a percentage basis, than each of the Memphis and Shelby County issues listed above.

Stephens Inc. has had the honor of working with MLGW on all of your bond financings over the past twenty-five years. I hope that you continue to share my opinion that each of your financings has been successfully completed. I look forward to another opportunity to work with you and your team.

Please do not hesitate to let me know if you have any questions or comments. Thank you again.

Sincerely,



Samuel E. Crewse
Senior Vice President

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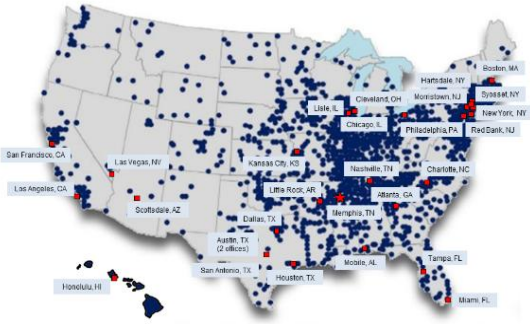
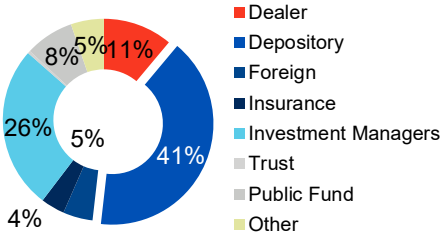
FHN Financial Capital Markets is a division of First Horizon Bank, which is ***headquartered in downtown Memphis*** at 165 Madison Ave. The Bank maintains a heavy concentration of its corporate, administrative, technology, and capital markets staff (including FHN Financial) locally. According to data compiled by the Memphis Business Journal, First Horizon Bank stands as Memphis' No. 6 largest public company by revenue and ranks No. 4 in both total and local employees in the region. FHN Financial serves over 6,100 institutional customers across the globe and has 28 offices nationwide. The Bank is one of the nation's 40 largest banks with an asset size of approximately $84 Billion. As a division of the Bank, FHN Financial is backed by over $9 billion in regulatory capital and has over $6.5 Billion in fixed income daily average volume, while trading $25 Billion in municipal bonds annually. The Bank's commitment to the City and downtown Memphis has not wavered since inception in 1864, and today not only remains the largest bank headquartered in Tennessee today but is also #1 in market share in the State. The Bank established a private charitable foundation, known presently as the *First Horizon Foundation*, in 1993 to support non-profit organizations in the communities served, and has donated more than $150 Million to meet community needs.

FHN Financial Offices and Institutional Account Locations in the US



FHN Financial's Public Finance Group consists of 18 public finance banking professionals located in ***Memphis***, Atlanta, Austin, Charlotte, Chicago, Cincinnati, Dallas, Darien (CT), Houston, New York City, and Scottsdale (AZ). The Banking Team is supported by 138 Sales professionals and 9 Trading and Underwriting professionals located in capital ***commitment centers in Memphis***, Houston, and New York City.

FHN Financial US Account Types



FHN Financial Covers All Investor Classes, maintaining relationships with major institutional investors nationwide. The Firm has unparalleled reach into all asset classes, comprised of valued "buy-and-hold" accounts and investors that are prototypical "hold-to-maturity" investors, including SMAs (professionally managed retail), a growth sector for FHN Financial and its Municipal Sales Team. FHN Financial also brings to Issuers' local and national depository investors that are a nearly $200 Billion segment of the participating investor municipal asset class.

FHN Financial is a Tennessee Market Leader. As a division of the oldest and largest bank in Tennessee, FHN Financial is uniquely positioned to serve MLGW once again as its Municipal Underwriter, a role we play as both a Senior Manager and Co-Manager locally for the ***City of Memphis and Memphis Shelby County Airport Authority***. With the deep investor reach FHN Financial enjoys, we actively provide coverage to 209 in-state institutional investors, including 121 depositories (i.e. state-chartered banks and credit unions). No other bank the City or MLGW works with in financings matches FHN Financial's investor coverage of the Tennessee Market.

Although this information has been obtained from sources which we believe to be reliable, we do not guarantee its accuracy, and it may be incomplete or condensed. This is for informational purposes only and is not intended as an offer or solicitation with respect to the purchase or sale of any security. All herein listed securities are subject to availability and change in price. Past performance is not indicative of future results, and changes in any assumptions may have a material effect on projected results. Ratings on all securities are subject to change. FHN Financial Capital Markets, FHN Financial Portfolio Advisors, and FHN Financial Municipal Advisors are divisions of First Horizon Bank. FHN Financial Securities Corp., FHN Financial Main Street Advisors, LLC, and FHN Financial Capital Assets Corp. are wholly owned subsidiaries of First Horizon Bank. FHN Financial Securities Corp. is a member of FINRA and SIPC — http://www.sipc.org. FHN Financial Municipal Advisors is a registered municipal advisor. FHN Financial Portfolio Advisors is a portfolio manager operating under the trust powers of First Horizon Bank. FHN Financial Main Street Advisors, LLC is a registered investment advisor. None of the other FHN entities, including FHN Financial Capital Markets, FHN Financial Securities Corp., or FHN Financial Capital Assets Corp. are acting as your advisor, and none owe a fiduciary duty under the securities laws to you, any municipal entity, or any obligated person with respect to, among other things, the information and material contained in this communication. Instead, these FHN entities are acting for their own interests. You sh material contained in this communication with any and all internal or external advisors and experts that you deem appropriate before acting on this information or material. FHN Financial, through First Horizon Bank o products and services. Investment products are not FDIC insured, have no bank guarantee, and may lose value.

Siebert Williams Shank & Co., LLC

SWS Overview. Siebert Williams Shank & Co., LLC ("SWS" or the "Firm") provides full service investment banking to municipal and corporate issuers nationwide through 25 staffed offices. The Firm employs 143 professionals, including 52 municipal finance bankers and 39 underwriting, sales, and trading professionals. Our public finance division operates from dual headquarters in New York City, NY and Oakland, CA.



Suzanne Shank, Napoleon Brandford, and the late Muriel Siebert, the first woman to own a seat on the New York Stock Exchange, founded the Firm in 1996. In November 2019, Siebert Cisneros Shank & Co. merged with the Williams Capital Group to form SWS. To this day, the founders still lead the Firm, with Suzanne Shank as CEO and President, Chris Williams as Chairman, and Henry Cisneros as Vice Chairman. In 2022, Apollo Global Management made a strategic equity and credit investment in SWS that significantly increased our underwriting capacity.

Municipal Industry Leadership. SWS has underwritten more than $2.2 trillion in negotiated municipal bonds since 1996 and has run the books on transactions from $3 million to $2 billion. Since 2023, the Firm ranked #2 among all senior managers by average deal size and has placed in the top 10 by par amounts across numerous sectors. SWS has also led a Bond Buyer Deal of the Year winner every year since 2019.



Track Record of Results. SWS consistently prices at or better than our competitors and brings new investors to our clients' transactions. SWS will market the Memphis' bonds to both institutional and professional retail investors. Our 39 sales and trading professionals work across seven desks and make up one of the longest tenured distribution teams in the industry, covering more than 500 of the nation's top institutional buyers, including mutual funds, insurance companies, commercial banks, trust departments, hedge funds, and crossover accounts. We pair tailored marketing and broad distribution with balance sheet support when needed to deliver the lowest possible cost of capital.

Longstanding relationships with Issuers in Shelby County. Since 2009, SWS has underwritten $1.27 billion in par amounts for issuers in Shelby County and related entities including the New Memphis Arena Public Building Authority, Memphis-Shelby County Airport Authority, and Economic Development Growth Engine Industrial Development Board of the City of Memphis and Shelby County (EDGE). We served as co-manager on MLGW's $380 million 2020 revenue bonds. Outside of Shelby County, we were recently appointed as **co-manager on Nashville Electric Service's upcoming Electric System Revenue and Revenue Refunding Bonds scheduled to price Q1 2027.**

Why SWS? Clients repeatedly engage SWS for our technical rigor, utility-specific insight, and disciplined execution. We align capital market strategies with system priorities, ratepayer considerations, and long-term financial sustainability to deliver dependable access to capital and competitive pricing across market cycles.

Primary Contact for the Southeast Team

Tamika Reed
Senior Vice President
(334) 679-4966
treed@siebertwilliams.com

445 Dexter Avenue, Suite 4050
Montgomery, AL 36104

RESOLUTION SUMMARY

1. **Short Title Description - Reimbursement Resolution - Gas System Revenue Bonds**

2. **Requested Funding - $100,000,000.00**

3. **Award Duration - For the duration of the 2027 Gas System Revenue Bonds**

4. **Type of Bid - N/A**

5. **Awarded To - Memphis Light, Gas and Water Division**

6. **Plain Language Description - The Division intends to use a portion of the proceeds of the Bonds to reimburse the Division for costs incurred prior to the issuance of the Bonds. Under federal tax law, in order for the proceeds of tax-exempt Bonds to be used to reimburse the Division for prior expenditures, the Division and the City must declare their official intent to reimburse the Division for prior expenditures with proceeds of the Bonds. This resolution will constitute such declaration of official intent and will allow the Division to utilize a portion of the Bond proceeds to reimburse the Division for capital expenditures incurred on or after the date that is sixty days prior to the approval date of this Resolution by the City.**

7. **Impact - This resolution will constitute such declaration of official intent and will allow the Division to utilize a portion of the Bond proceeds to reimburse the Division for capital expenditures incurred on or after the date that is (60) days prior to the approval date of this resolution by the City.**

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
November 4, 2026

The Secretary-Treasurer has recommended that the Board adopt the resolution listed below (the "Resolution") and recommend to the Council of the City of Memphis the forms, terms and conditions of the document listed below in connection with the proposed issuance of Series 2027 Gas System Revenue Bonds.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MEMPHIS, TENNESSEE, AND THE BOARD OF LIGHT, GAS AND WATER COMMISSIONERS OPERATING AS THE GOVERNING BODY OF THE MEMPHIS LIGHT, GAS AND WATER DIVISION, DECLARING THE PRESENT INTENT OF THE COUNCIL AND THE BOARD THAT THE CITY ISSUE ITS GAS SYSTEM REVENUE BONDS, SERIES 2027, IN AN ORIGINAL AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $100,000,000; EVIDENCING THE PRESENT INTENT OF THE COUNCIL AND THE BOARD THAT ALL OR A PORTION OF THE PROCEEDS FROM THE SALE OF THE BONDS BE APPLIED TO REIMBURSE THE DIVISION FOR CERTAIN EXPENDITURES MADE FOR CAPITAL IMPROVEMENTS INTENDED TO BE FINANCED BY THE BOND PROCEEDS AND ORIGINALLY PAID FROM OTHER FUNDS ON OR AFTER THE DATE OF THIS RESOLUTION OR, TO THE EXTENT PERMITTED BY FEDERAL TAX LAW, PRIOR TO SUCH DATE; AND OTHER RELATED MATTERS.

NOW THEREFORE, BE IT RESOLVED, THAT, the Board of Light, Gas & Water Commissioners hereby adopts the Resolution listed above, recommends the forms, terms and conditions set forth therein to the Council of the City of Memphis for approval, and to the extent required by the City's Charter and applicable law requests approval by the Council of the City of Memphis.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 11, 2026, adopted the resolution listed below (the "Resolution") and is now recommending to the Council of the City of Memphis that it approve and adopt the said Resolution in connection with the proposed issuance of Series 2027 Gas System Revenue Bonds all as more particularly described below.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MEMPHIS, TENNESSEE, AND THE BOARD OF LIGHT, GAS AND WATER COMMISSIONERS OPERATING AS THE GOVERNING BODY OF THE MEMPHIS LIGHT, GAS AND WATER DIVISION, DECLARING THE PRESENT INTENT OF THE COUNCIL AND THE BOARD THAT THE CITY ISSUE ITS GAS SYSTEM REVENUE BONDS, SERIES 2027, IN AN ORIGINAL AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $100,000,000; EVIDENCING THE PRESENT INTENT OF THE COUNCIL AND THE BOARD THAT ALL OR A PORTION OF THE PROCEEDS FROM THE SALE OF THE BONDS BE APPLIED TO REIMBURSE THE DIVISION FOR CERTAIN EXPENDITURES MADE FOR CAPITAL IMPROVEMENTS INTENDED TO BE FINANCED BY THE BOND PROCEEDS AND ORIGINALLY PAID FROM OTHER FUNDS ON OR AFTER THE DATE OF THIS RESOLUTION OR, TO THE EXTENT PERMITTED BY FEDERAL TAX LAW, PRIOR TO SUCH DATE; AND OTHER RELATED MATTERS

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby approved the Resolution listed above, on behalf of the Light, Gas and Water Division, in connection with the proposed issuance of the Series 2027 Gas System Revenue Bonds.

Purpose of Reimbursement Resolution – Gas System Revenue Bonds

Memphis Light, Gas and Water Division plans to issue tax-exempt Series 2027 Gas System Revenue Bonds in an original aggregated principal amount of not to exceed $100,000,000.00. The Division intends to use a portion of the proceeds of the Bonds to reimburse the Division for costs incurred prior to the issuance of the Bonds. Under federal tax law, in order for the proceeds of tax-exempt Bonds to be used to reimburse the Division for prior expenditures, the Division and the City must declare their official intent to reimburse the Division for prior expenditures with proceeds of the Bonds. This resolution will constitute such declaration of official intent and will allow the Division to utilize a portion of the Bond proceeds to reimburse the Division for capital expenditures incurred on or after the date that is (60) days prior to the approval date of this resolution by the City.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MEMPHIS, TENNESSEE, AND THE BOARD OF LIGHT, GAS AND WATER COMMISSIONERS OPERATING AS THE GOVERNING BODY OF THE MEMPHIS LIGHT, GAS AND WATER DIVISION, DECLARING THE PRESENT INTENT OF THE COUNCIL AND THE BOARD THAT THE CITY ISSUE ITS GAS SYSTEM REVENUE BONDS, SERIES 2027, IN AN ORIGINAL AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $100,000,000; EVIDENCING THE PRESENT INTENT OF THE COUNCIL AND THE BOARD THAT ALL OR A PORTION OF THE PROCEEDS FROM THE SALE OF THE BONDS BE APPLIED TO REIMBURSE THE DIVISION FOR CERTAIN EXPENDITURES MADE FOR CAPITAL IMPROVEMENTS INTENDED TO BE FINANCED BY THE BOND PROCEEDS AND ORIGINALLY PAID FROM OTHER FUNDS ON OR AFTER THE DATE OF THIS RESOLUTION OR, TO THE EXTENT PERMITTED BY FEDERAL TAX LAW, PRIOR TO SUCH DATE; AND OTHER RELATED MATTERS

WHEREAS, by provisions of the City Charter of the City of Memphis, Tennessee (the "City"), the management and operation of the City's Gas System (the "System") has been placed under the jurisdiction of the Board of Light, Gas and Water Commissioners (the "Board") operating as the governing body of the Memphis Light, Gas and Water Division of the City of Memphis (the "Division"), a division of the City established pursuant to Chapter 381 of the 1939 Private Acts of Tennessee, as amended; and

WHEREAS, under and by virtue of the Constitution and laws of the State of Tennessee, including, specifically, but without limitation, Title 7, Chapter 34, Tennessee Code Annotated, as amended, and Title 9, Chapter 21, Tennessee Code Annotated, as amended, the City, upon request of the Board, is authorized to issue revenue bonds, notes and other obligations with a maturity of forty years or less to finance a public works project; and

WHEREAS, each of the Board and the City Council of the City (the "Council") have previously adopted a master resolution (as supplemented and amended from time to time in accordance with its terms, the "Master Resolution"), which such Master Resolution authorizes the City, from time to time and at the request of the Division, to issue its gas revenue obligations and gas revenue refunding obligations for the purpose of financing and refinancing certain portions of the System; and

WHEREAS, pursuant to the Division's 2026 Gas 5-Year Capital Improvement Program, the Division has expended and/or expects to spend at least $100,000,000 for certain capital improvements relating to the System scheduled to be made through the end of Fiscal Year 2029, and the Division reasonably expects tax-exempt revenue obligations to be issued to finance such capital improvements; and

WHEREAS, the Council, on behalf of the City, and the Board, on behalf of the Division, wish to hereby (a) declare the present intent of each of the City and the Division that the City

issue its Gas System Revenue Bonds, Series 2027 (the "Bonds"), in an original aggregate principal amount not to exceed $100,000,000 and subject to the terms and conditions of the Master Resolution and a Supplemental Resolution to be adopted pursuant thereto pertaining to the issuance of the Bonds, for the purpose of financing, in whole or in part, certain capital improvements to the System, (b) evidence the present intent of each of the City and the Division that all or a portion of the Bond proceeds be applied to reimburse the Division for certain expenditures made for capital improvements and other permitted preliminary expenditures intended to be financed by the Bond proceeds and originally paid from other funds on or after the date of this Resolution or, to the extent permitted by the Internal Revenue Code of 1986, as amended, together with the regulations promulgated pursuant thereto (collectively, the "Code"), prior to the date of this Resolution, and (c) authorize other necessary action in connection therewith.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Memphis, Tennessee, and the Board of Commissioners of the Memphis Light, Gas and Water Division, as follows:

1. Authorization. This Resolution is adopted pursuant to and by virtue of the authority of the Constitution and laws of the State of Tennessee.

2. Incorporation of Recitals. The foregoing recitals are intended to be, and by this reference are hereby made, a substantive part of this Resolution.

3. Present Intent to Issue Bonds.

(a) The City, at the request of the Division, hereby declares its present intent to issue its "Gas System Revenue Bonds, Series 2027" (or such similar or comparable or more complete or more appropriate designation as may be approved by the City and the Division prior to issuance of the Bonds), in an original aggregate principal amount not to exceed $100,000,000 or such greater or lesser amount as the City and the Division by a subsequent resolution may approve, for the purpose of financing, in whole or in part, the costs of certain capital additions, extensions, improvements, and betterments to the System scheduled to be made through the end of Fiscal Year 2029 (collectively, the "Capital Project"), all as set forth in the Division's 2026 Gas 5-Year Capital Improvement Program (collectively, the "Capital Project"), and other costs and expenses related thereto and necessary to accomplish the foregoing to the extent permitted by the Code, and all or a portion of such costs and expenses may be originally paid with moneys from the Division's unrestricted cash and investments accounts.

(b) This Resolution does not authorize the issuance by the City of the Bonds nor does it irrevocably commit the Board or the Council to authorize the issuance of the Bonds.

4. Advancement of Funds; Reimbursement of Expenditures. The Division may, from time to time as it may deem necessary prior to the issuance of the Bonds, advance funds necessary to construct the Capital Project, and any such funds so advanced may be reimbursed to the Division from the proceeds of the Bonds when the same are issued and delivered.

5. Official Action and Intent. Each of the City and the Division hereby finds and declares that this Resolution shall constitute its official action and present intent that all or a portion of the Bond proceeds be applied to reimburse the Division for certain expenditures made for the Capital Project and other permitted preliminary expenditures originally paid from other funds of the Division on or after the date of this Resolution or, to the extent permitted by the Code, prior to the date of this Resolution, including, without limitation, such capital expenditures made no earlier than sixty (60) days prior to the date of adoption of this Resolution by the Council and such other preliminary expenditures otherwise permitted by the Code and the regulations promulgated pursuant thereto, including, without limitation, Section 1.150-2 of such regulations.

6. Further Action. The Mayor and Comptroller of the City and the President and CEO and the Secretary-Treasurer of the Division (each an "Authorized Officer") each is hereby authorized and directed to execute and deliver, for and on behalf of the City and the Division, as applicable, such other agreements, certificates or documents and to take such other actions on behalf of the City and the Division, as applicable, as may be necessary or appropriate to (a) assure compliance with certain requirements of the Code with respect to the use of proceeds of the Bonds, if and when issued, to reimburse the Division for certain expenditures made for the Capital Project and other preliminary expenditures as permitted by the Code, (b) proceed with preliminary plans to issue the Bonds to finance the Capital Project, (c) otherwise carry out the intent and purpose of this Resolution, and (d) work with bond counsel, a municipal adviser and a consulting engineer to accomplish the foregoing.

7. No Personal Liability. No stipulations, obligations, or agreements of any member of the Council or the Board or of any officer of the City or the Division shall be deemed to be stipulations, obligations, or agreements of any such member or officer in his or her individual capacity, and neither the members of the Council or the Board nor any officer or employee of the City or the Division executing any document authorized by this Resolution shall be liable personally thereunder or be subject to any personal liability or accountability by reason of the execution and delivery thereof.

8. Actions Approved and Confirmed. All acts and doings of the officers, agents and employees of the City and the Division which are in conformity with the purposes and intent of this Resolution and in the furtherance of the proposed issuance of the Bonds and the execution, delivery and performance of any document authorized hereby, shall be, and the same hereby are, in all respects approved, ratified and confirmed.

9. Repealing Clause. All resolutions of the City and the Division or parts thereof in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

52222673.2

RESOLUTION SUMMARY

1. **Short Title Description - Reimbursement Resolution - Water System Revenue Bonds**

2. **Requested Funding - $225,000,000.00**

3. **Award Duration - For the duration of the 2027 Water System Revenue Bonds**

4. **Type of Bid - N/A**

5. **Awarded To - Memphis Light, Gas and Water Division**

6. **Plain Language Description - The Division intends to use a portion of the proceeds of the Bonds to reimburse the Division for costs incurred prior to the issuance of the Bonds. Under federal tax law, in order for the proceeds of tax-exempt Bonds to be used to reimburse the Division for prior expenditures, the Division and the City must declare their official intent to reimburse the Division for prior expenditures with proceeds of the Bonds. This resolution will constitute such declaration of official intent and will allow the Division to utilize a portion of the Bond proceeds to reimburse the Division for capital expenditures incurred on or after the date that is sixty days prior to the approval date of this Resolution by the City.**

7. **Impact - This resolution will constitute such declaration of official intent and will allow the Division to utilize a portion of the Bond proceeds to reimburse the Division for capital expenditures incurred on or after the date that is (60) days prior to the approval date of this resolution by the City.**

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
November 4, 2026

The Secretary-Treasurer has recommended that the Board adopt the resolution listed below (the "Resolution") and recommend to the Council of the City of Memphis the forms, terms and conditions of, the document listed below in connection with the proposed issuance of Series 2027 Water System Revenue Bonds.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MEMPHIS, TENNESSEE, AND THE BOARD OF LIGHT, GAS AND WATER COMMISSIONERS OPERATING AS THE GOVERNING BODY OF THE MEMPHIS LIGHT, GAS AND WATER DIVISION, DECLARING THE PRESENT INTENT OF THE COUNCIL AND THE BOARD THAT THE CITY ISSUE ITS WATER SYSTEM REVENUE BONDS, SERIES 2027, IN AN ORIGINAL AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $225,000,000.00; EVIDENCING THE PRESENT INTENT OF THE COUNCIL AND THE BOARD THAT ALL OR A PORTION OF THE PROCEEDS FROM THE SALE OF THE BONDS BE APPLIED TO REIMBURSE THE DIVISION FOR CERTAIN EXPENDITURES MADE FOR CAPITAL IMPROVEMENTS INTENDED TO BE FINANCED BY THE BOND PROCEEDS AND ORIGINALLY PAID FROM OTHER FUNDS ON OR AFTER THE DATE OF THIS RESOLUTION OR, TO THE EXTENT PERMITTED BY FEDERAL TAX LAW, PRIOR TO SUCH DATE; AND OTHER RELATED MATTERS.

NOW THEREFORE, BE IT RESOLVED, THAT, the Board of Light, Gas & Water Commissioners hereby adopts the Resolution listed above, recommends the forms, terms and conditions set forth therein to the Council of the City of Memphis for approval, and to the extent required by the City's Charter and applicable law requests approval by the Council of the City of Memphis.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 11, 2026 adopted the resolution listed below (the "Resolution") and is now recommending to the Council of the City of Memphis that it approve and adopt said Resolution in connection with the proposed issuance of Series 2027 Water System Revenue Bonds all as more particularly described below.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MEMPHIS, TENNESSEE, AND THE BOARD OF LIGHT, GAS AND WATER COMMISSIONERS OPERATING AS THE GOVERNING BODY OF THE MEMPHIS LIGHT, GAS AND WATER DIVISION, DECLARING THE PRESENT INTENT OF THE COUNCIL AND THE BOARD THAT THE CITY ISSUE ITS WATER SYSTEM REVENUE BONDS, SERIES 2027, IN AN ORIGINAL AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $225,000,000.00; EVIDENCING THE PRESENT INTENT OF THE COUNCIL AND THE BOARD THAT ALL OR A PORTION OF THE PROCEEDS FROM THE SALE OF THE BONDS BE APPLIED TO REIMBURSE THE DIVISION FOR CERTAIN EXPENDITURES MADE FOR CAPITAL IMPROVEMENTS INTENDED TO BE FINANCED BY THE BOND PROCEEDS AND ORIGINALLY PAID FROM OTHER FUNDS ON OR AFTER THE DATE OF THIS RESOLUTION OR, TO THE EXTENT PERMITTED BY FEDERAL TAX LAW, PRIOR TO SUCH DATE; AND OTHER RELATED MATTERS.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby approved the Resolution listed above, on behalf of the Light, Gas and Water Division, in connection with the proposed issuance of the Series 2027 Water System Revenue Bonds.

Purpose of Reimbursement Resolution – Water System Revenue Bonds

Memphis Light, Gas and Water Division plans to issue tax-exempt Series 2027 Water System Revenue Bonds in an original aggregated principal amount of not to exceed $225,000,000. The Division intends to use a portion of the proceeds of the Bonds to reimburse the Division for costs incurred prior to the issuance of the Bonds. Under federal tax law, in order for the proceeds of tax-exempt Bonds to be used to reimburse the Division for prior expenditures, the Division and the City must declare their official intent to reimburse the Division for prior expenditures with proceeds of the Bonds. This resolution will constitute such declaration of official intent and will allow the Division to utilize a portion of the Bond proceeds to reimburse the Division for capital expenditures incurred on or after the date that is (60) days prior to the approval date of this resolution by the City.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MEMPHIS, TENNESSEE, AND THE BOARD OF LIGHT, GAS AND WATER COMMISSIONERS OPERATING AS THE GOVERNING BODY OF THE MEMPHIS LIGHT, GAS AND WATER DIVISION, DECLARING THE PRESENT INTENT OF THE COUNCIL AND THE BOARD THAT THE CITY ISSUE ITS WATER SYSTEM REVENUE BONDS, SERIES 2027, IN AN ORIGINAL AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $225,000,000; EVIDENCING THE PRESENT INTENT OF THE COUNCIL AND THE BOARD THAT ALL OR A PORTION OF THE PROCEEDS FROM THE SALE OF THE BONDS BE APPLIED TO REIMBURSE THE DIVISION FOR CERTAIN EXPENDITURES MADE FOR CAPITAL IMPROVEMENTS INTENDED TO BE FINANCED BY THE BOND PROCEEDS AND ORIGINALLY PAID FROM OTHER FUNDS ON OR AFTER THE DATE OF THIS RESOLUTION OR, TO THE EXTENT PERMITTED BY FEDERAL TAX LAW, PRIOR TO SUCH DATE; AND OTHER RELATED MATTERS

WHEREAS, by provisions of the City Charter of the City of Memphis, Tennessee (the "City"), the management and operation of the City's Water System (the "System") has been placed under the jurisdiction of the Board of Light, Gas and Water Commissioners (the "Board") operating as the governing body of the Memphis Light, Gas and Water Division of the City of Memphis (the "Division"), a division of the City established pursuant to Chapter 381 of the 1939 Private Acts of Tennessee, as amended; and

WHEREAS, under and by virtue of the Constitution and laws of the State of Tennessee, including, specifically, but without limitation, Title 7, Chapter 34, Tennessee Code Annotated, as amended, and Title 9, Chapter 21, Tennessee Code Annotated, as amended, the City, upon request of the Board, is authorized to issue revenue bonds, notes and other obligations with a maturity of forty years or less to finance a public works project; and

WHEREAS, each of the Board and the City Council of the City (the "Council") have previously adopted a master resolution (as supplemented and amended from time to time in accordance with its terms, the "Master Resolution"), which such Master Resolution authorizes the City, from time to time and at the request of the Division, to issue its water revenue obligations and water revenue refunding obligations for the purpose of financing and refinancing certain portions of the System; and

WHEREAS, pursuant to the Division's 2026 Water 5-Year Capital Improvement Program, the Division has expended and/or expects to spend at least $225,000,000 for certain capital improvements relating to the System scheduled to be made through the end of Fiscal Year 2029, and the Division reasonably expects tax-exempt revenue obligations to be issued to finance such capital improvements; and

WHEREAS, the Council, on behalf of the City, and the Board, on behalf of the Division, wish to hereby (a) declare the present intent of each of the City and the Division that the City

issue its Water System Revenue Bonds, Series 2027 (the "Bonds"), in an original aggregate principal amount not to exceed $225,000,000 and subject to the terms and conditions of the Master Resolution and a Supplemental Resolution to be adopted pursuant thereto pertaining to the issuance of the Bonds, for the purpose of financing, in whole or in part, certain capital improvements to the System, (b) evidence the present intent of each of the City and the Division that all or a portion of the Bond proceeds be applied to reimburse the Division for certain expenditures made for capital improvements and other permitted preliminary expenditures intended to be financed by the Bond proceeds and originally paid from other funds on or after the date of this Resolution or, to the extent permitted by the Internal Revenue Code of 1986, as amended, together with the regulations promulgated pursuant thereto (collectively, the "Code"), prior to the date of this Resolution, and (c) authorize other necessary action in connection therewith.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Memphis, Tennessee, and the Board of Commissioners of the Memphis Light, Gas and Water Division, as follows:

1. Authorization. This Resolution is adopted pursuant to and by virtue of the authority of the Constitution and laws of the State of Tennessee.

2. Incorporation of Recitals. The foregoing recitals are intended to be, and by this reference are hereby made, a substantive part of this Resolution.

3. Present Intent to Issue Bonds.

(a) The City, at the request of the Division, hereby declares its present intent to issue its "Water System Revenue Bonds, Series 2027" (or such similar or comparable or more complete or more appropriate designation as may be approved by the City and the Division prior to issuance of the Bonds), in an original aggregate principal amount not to exceed $225,000,000 or such greater or lesser amount as the City and the Division by a subsequent resolution may approve, for the purpose of financing, in whole or in part, the costs of certain capital additions, extensions, improvements, and betterments to the System scheduled to be made through the end of Fiscal Year 2029 (collectively, the "Capital Project"), all as set forth in the Division's 2026 Water 5-Year Capital Improvement Program (collectively, the "Capital Project"), and other costs and expenses related thereto and necessary to accomplish the foregoing to the extent permitted by the Code, and all or a portion of such costs and expenses may be originally paid with moneys from the Division's unrestricted cash and investments accounts.

(b) This Resolution does not authorize the issuance by the City of the Bonds nor does it irrevocably commit the Board or the Council to authorize the issuance of the Bonds.

4. Advancement of Funds; Reimbursement of Expenditures. The Division may, from time to time as it may deem necessary prior to the issuance of the Bonds, advance funds necessary to construct the Capital Project, and any such funds so advanced may be reimbursed to the Division from the proceeds of the Bonds when the same are issued and delivered.

5. Official Action and Intent. Each of the City and the Division hereby finds and declares that this Resolution shall constitute its official action and present intent that all or a portion of the Bond proceeds be applied to reimburse the Division for certain expenditures made for the Capital Project and other permitted preliminary expenditures originally paid from other funds of the Division on or after the date of this Resolution or, to the extent permitted by the Code, prior to the date of this Resolution, including, without limitation, such capital expenditures made no earlier than sixty (60) days prior to the date of adoption of this Resolution by the Council and such other preliminary expenditures otherwise permitted by the Code and the regulations promulgated pursuant thereto, including, without limitation, Section 1.150-2 of such regulations.

6. Further Action. The Mayor and Comptroller of the City and the President and CEO and the Secretary-Treasurer of the Division (each an "Authorized Officer") each is hereby authorized and directed to execute and deliver, for and on behalf of the City and the Division, as applicable, such other agreements, certificates or documents and to take such other actions on behalf of the City and the Division, as applicable, as may be necessary or appropriate to (a) assure compliance with certain requirements of the Code with respect to the use of proceeds of the Bonds, if and when issued, to reimburse the Division for certain expenditures made for the Capital Project and other preliminary expenditures as permitted by the Code, (b) proceed with preliminary plans to issue the Bonds to finance the Capital Project, (c) otherwise carry out the intent and purpose of this Resolution, and (d) work with bond counsel, a municipal adviser and a consulting engineer to accomplish the foregoing.

7. No Personal Liability. No stipulations, obligations, or agreements of any member of the Council or the Board or of any officer of the City or the Division shall be deemed to be stipulations, obligations, or agreements of any such member or officer in his or her individual capacity, and neither the members of the Council or the Board nor any officer or employee of the City or the Division executing any document authorized by this Resolution shall be liable personally thereunder or be subject to any personal liability or accountability by reason of the execution and delivery thereof.

8. Actions Approved and Confirmed. All acts and doings of the officers, agents and employees of the City and the Division which are in conformity with the purposes and intent of this Resolution and in the furtherance of the proposed issuance of the Bonds and the execution, delivery and performance of any document authorized hereby, shall be, and the same hereby are, in all respects approved, ratified and confirmed.

9. Repealing Clause. All resolutions of the City and the Division or parts thereof in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

52222554.2

RESOLUTION SUMMARY

1. **Short Title Description – Contract No. 12694 – Hewlett Packard Enterprise Maintenance and Support**

2. **Requested Funding – $3,081,868.66 ($2,568,223.88 proposal amount plus $513,644.78 in contingency)**

3. **Award Duration – Ratification of Award (December 1, 2026 through November 30, 2031)**

4. **Type of Bid – Sole Source**

5. **Awarded To – Hewlett Packard Enterprise (HPE)**

6. **Plain Language Description – The five-year HPE Maintenance and Support Agreement ensures the continued reliability, security, and operational resilience of MLGW's critical technology infrastructure. Through 24/7 premium technical support, proactive maintenance, timely hardware and software support, the agreement mitigates operational risks, minimizes service disruptions, and safeguards business continuity for essential customer-facing and enterprise systems, including cashiering, customer information systems, advanced metering operations, virtual servers and desktop services, and GIS.**

7. **Impact – The loss of vendor support, critical hardware maintenance, replacement parts, and software updates will increase the likelihood of prolonged system outages, delayed recovery, and disruptions to mission-critical operations. These risks could adversely impact customer service delivery and workforce productivity; while potentially increasing emergency repair costs.**

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
November 4, 2026

The Director of Procurement and Contracts & Strategic Sourcing recommends to the Board of Light, Gas, and Water Commissioners the Ratification of Award of Contract No. 12694, Hewlett Packard Enterprise Maintenance and Support to Hewlett Packard Enterprise (HPE) in the funded amount of $3,081,868.66.

The project scope is to allow Hewlett Packard Enterprise (HPE), as a sole source provider, to furnish a maintenance and support agreement to ensure MLGW's critical HP servers, storage systems, and infrastructure remain reliable, secure, and fully operational.

MLGW purchased a license through Hewlett Packard Enterprise, as a sole source provider, to provide maintenance and support to keep critical IT equipment reliable and operational in the amount of $2,568,223.88. The services will ensure reliability, availability, and continued operation of critical HPE infrastructure, including server blades, 8440 storage arrays, and virtual hosting platforms. The agreement provides 24x7 technical support, hardware maintenance, replacement parts, software updates, and expert assistance to minimize downtime and maintain business continuity. These services support mission-critical systems, including the virtual desktop infrastructure, cashiering applications, customer care systems, smart meter operations, and GIS services. MLGW is also requesting 20% in contingency funds in the amount of $513,644.78 to accommodate unanticipated requirements such as installation-related issues, set-up and implementation challenges, configuration changes or modifications, technical adjustments required to maintain system stability and performance, and other unforeseen support requirements necessary to ensure uninterrupted service. The total funded amount of this ratification of award is $3,081,868.66. The term of this contract is five (5) years covering the period December 1, 2026

through November 30, 2031. This sole source award complies with all applicable laws and policies.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the ratification of award of Contract No. 12694, Hewlett Packard Enterprise Maintenance and Support to Hewlett Packard Enterprise (HPE) in the funded amount of $3,081,868.66, as outlined in the above preamble, is approved; and further

THAT, the President or his designated representative is authorized to execute the Ratification of Award.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 4, 2026 awarded Contract No. 12694, Hewlett Packard Enterprise Maintenance and Support to Hewlett Packard Enterprise (HPE), in the funded amount of $3,081,868.66, and is now recommending to the Council of the City of Memphis that it approve said award ratification as approved; and

WHEREAS, the project scope is to allow Hewlett Packard Enterprise (HPE), as a sole source provider, to furnish a maintenance and support agreement to ensure MLGW's critical HP servers, storage systems, and infrastructure remain reliable, secure, and fully operational; and

WHEREAS, MLGW purchased a license through Hewlett Packard Enterprise, as a sole source provider, to provide maintenance and support to keep critical IT equipment reliable and operational in the amount of $2,568,223.88. The services will ensure reliability, availability, and continued operation of critical HPE infrastructure, including server blades, 8440 storage arrays, and virtual hosting platforms. The agreement provides 24x7 technical support, hardware maintenance, replacement parts, software updates, and expert assistance to minimize downtime and maintain business continuity. These services support mission-critical systems, including the virtual desktop infrastructure, cashiering applications, customer care systems, smart meter operations, and GIS services. MLGW is also requesting 20% in contingency funds in the amount of $513,644.78 to accommodate unanticipated requirements such as installation-related issues, set-up and implementation challenges, configuration changes or modifications, technical adjustments required to maintain system stability and performance, and other unforeseen support requirements necessary to ensure uninterrupted service. The total funded amount of this ratification of award is $3,081,868.66. The term of this contract is five (5) years covering the period December 1, 2026 through November 30, 2031. This sole source award complies with all applicable laws and policies.; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be

and is hereby approved an award ratification of Contract No. 12694, Hewlett Packard Enterprise Maintenance and Support to Hewlett Packard Enterprise (HPE), in the funded amount of $3,081,868.66 as approved.

BOARD RESOLUTION TRANSMITTAL

Expenditure Org Executive: Lashell Vaughn
Procurement Contracts Specialist: TaShay Yates

Board Meeting Date: 11/4/2026
Contract Number: 12694
Purchase Commodity:
Other (Non-Procurement Items):

Responsible Group (Requesting Area/ Contact Person) (Telephone number/email address)	**352310 / Renetta F. Lesure / 901-833-8005, 901-729-8473 / rlesure@mlgw.org**	
Scope: Contract __x__ Purchase ____ Other ____	**The project scope is to allow Hewlett Packard Enterprise (HPE), as a sole source provider, to furnish a maintenance and support agreement to ensure MLGW's critical HP servers, storage systems, and infrastructure remain reliable, secure, and fully operational.**	
Explanation of Action. *(Contract/Purchase invoice payments, land purchase, dues, other)*	**This is a Ratification of Award**	
Where will the work take place? *(MLGW facility or jobsite, etc.)*	**The work will take place at MLGW's Netters Building and Hansen Data Centers.**	
Why the need exists? (Contract/Purchase invoice payments, land purchase, dues, other)	**The need exists to keep critical IT equipment reliable and operational. It provides 24x7 service and support, hardware repairs, replacement parts, and updates to minimize downtime and maintain business continuity.**	
Are there any anticipated vendor issues? (If so, please explain)	**No**	
Are there any contract services, labor or IBEW issues? If yes, has cost comparison been provided to IBEW? Date Provided?	**No**	
Is there a Budget deficit? If yes, please explain why. Identify in the Budget section below the area, charge code and amount which will absorb the shortfall.	**No**	
If applicable, how was the recommendation determined? (Bid, RFQ or RFP) **Sole Source**		

BUDGET:

	Total	In 2026 Budget Year	After Budget Year
Amount Requested	$3,081,868.66	$513,664.78	$2,568,203.88
2026 Budget*	$12,975,993		
Amount Spent Year-to-Date	$ 7,876,552.13		
2026 Budget Balance Available		$ 5,099,440.87	
Budget Balance After Award		$ 4,585,776.09	

Please indicate category *(O&M or Capital).

[x] **O&M**
[ ] **Capital**

Project INFORMATION TECHNOLOGY
Expenditure Organization 0352300 Information Technology
Expenditure Type IS Other
Task Admin Expense

Comments:

Expenditure Type	Budget	Actual	Available
	$ -	$ -	$ -
	$ -	$ -	$ -
			$ -

APPROVED:

Katrina Cooper
Budget & Financial Planning

10/22/2026
Date

Rev. 11/01/2018

MEMPHIS LIGHT, GAS & WATER DIVISION
INTERDEPARTMENTAL

TO: Board of Commissioners **DATE: 11/04/2026**

FROM: Randy Orsby - Director of Procurement and Contracts & Strategic Sourcing

SUBJECT: Contract No. 12694, Hewlett Packard Enterprise Maintenance and Support

The Contracts Management Department received a request to enter into a sole source agreement from the Information Technology and Data Security Department to allow Hewlett Packard Enterprise (HPE), as a sole source provider, to furnish a maintenance and support agreement to ensure MLGW's critical HP servers, storage systems, and infrastructure remain reliable, secure, and fully operational.

MLGW purchased a license through Hewlett Packard Enterprise, as a sole source provider, to provide maintenance and support to keep critical IT equipment reliable and operational in the amount of $2,568,223.88. The services will ensure reliability, availability, and continued operation of critical HPE infrastructure, including server blades, 8440 storage arrays, and virtual hosting platforms. The agreement provides 24x7 technical support, hardware maintenance, replacement parts, software updates, and expert assistance to minimize downtime and maintain business continuity. These services support mission-critical systems, including the virtual desktop infrastructure, cashiering applications, customer care systems, smart meter operations, and GIS services. MLGW is also requesting 20% in contingency funds in the amount of $513,644.78 to accommodate unanticipated requirements such as installation-related issues, set-up and implementation challenges, configuration changes or modifications, technical adjustments required to maintain system stability and performance, and other unforeseen support requirements necessary to ensure uninterrupted service. The total funded amount of this ratification of award is $3,081,868.66. The term of this contract is five (5) years covering the period December 1, 2026 through November 30, 2031. This sole source award complies with all applicable laws and policies.

Bidder	Total	Local Bidding Preference Bid Amount *(if applicable)*
Hewlett Packard Enterprise P.O. Box 101032 Atlanta, GA 30392	$3,081,868.66 ($2,568,223.88 proposal amount plus $513,644.78 in contingency)	N/A

MLGW, through its sole source process, recommends the award ratification of Contract No. 12694, Hewlett Packard Enterprise Maintenance and Support to Hewlett Packard Enterprise (HPE) in the funded amount of $3,081,868.66.

Docusign Envelope ID: 48A4C2C3-838D-4A04-8A78-D157DF7881EB

March 26, 2026

Ms. Renetta F. Lesure, MBA, CBRITP
Supervisor, Enterprise Infrastructure Services
Information Technology
Memphis Light, Gas and Water Division

Re: Single Source - Hewlett Packard Enterprise Combined Support Agreement

Dear Ms. Lesure:

Hewlett Packard Enterprise is the manufacturer and creator of the HPE Branded hardware (i.e. 3PAR SAN storage arrays, C7000 Blade chassis, Virtual Connect Switches, BL460 Gen9, 10. &11 server blades, Synergy) and all the firmware and software that make these systems function. As such Hewlett Packard Enterprise is the sole source for the firmware and software patches that is required to keep this hardware functioning.

Although HPE typically allows support for these products to be resold through authorized partners, HPE has exclusive control and ownership over all relevant trademarks, patents and other related IP, is the sole and original equipment manufacturer (OEM) and is the sole provider of the historical support for the time period of the order.

Please let me know if you should have any questions or need any additional information.

We appreciate your business!

Sincerely,

Signed by:
Renetta Lesure
4872D33804474F3...
3/27/2026

Hewlett Packard Enterprise
Gayle Newell | HPE NA Operational Services
Public Sector Area Business Mgr.
Office +1(404) 648-0319
Email gayle.newell@hpe.com

DocuSigned by:
Timothy D McEwen
FA836CAAD00544F...
3/27/2026

DocuSigned by:
Albert Brooks
4D01B44CFE69409...
3/27/2026

DocuSigned by:
Fashell Vaughn
FC14099B88DD469...
3/27/2026

Docusign Envelope ID: 45382B76-DEAE-84A4-8336-C9980F307141

SIGNATURE AUTHORIZATION METHOD (SAM)

The Signature Authorization Method (SAM) may be used to order Hewlett Packard Enterprise (HPE) Support Services **ONLY IF A PURCHASE ORDER IS NOT REQUIRED TO AUTHORIZE SERVICE DELIVERY AND REMIT PAYMENT.** This SAM form, including the quotation(s) and governing terms referenced herein shall be referred to collectively as the "Support Agreement."

Customer Information:

Company Name
Memphis Light, Gas and WaterDivision

Invoice to Address
Division
220 S Main St
Memphis TN 38103-3917
USA

(2) Quote Information: Unless otherwise notified all quotes under the AMP ID will be renewed:
[ ] AMP ID:** 313557140G

****The enclosed Quote Summary dated 09/23/2026 summarizes the quotes contained within the above AMP ID.**

Please check if applicable:
[ ] Check here if your authorization is open-ended. *
The terms within the asterisk apply only to open-ended support agreements.
***This Support Agreement is for the period stated on HPE's quote. It will be extended without modification by consecutive terms of 12 months unless one of the parties gives written notice in accordance with the underlying business terms prior to the end of the respective 12 months. If modifications of the Support Agreement are necessary, HPE will notify Customer in writing 60 days before the modifications are effective. Customer may terminate this Support Agreement within 30 days from receipt of notice. If Customer does not exercise this right of termination, this Support Agreement will be continued to the end of the current term with the modifications, and extended by consecutive 12-month terms. Re-pricing will occur automatically without further authorization. ***

(3) Required-Tax Information:
[ ] Taxable [ ] Tax Exempt Exemption#_____ (Attach copy of exemption certificate)

(4) Required-Billing Frequency: Do not enclose Payment. Please select one of the following:
Please bill me: [ ] Pre-Pay up front for the entire coverage term
[ ] Annually
[ ] Quarterly (Total annual amount must exceed $20,000.00)
[ ] Semi-Annually (Total annual amount must exceed $20,000.00)
[ ] Monthly (Total annual amount must exceed $20,000.00)
[ ] Charge my credit card. Check one: [ ] Visa [ ] MasterCard [ ] Discover

For your protection please call your HPE Representative with the credit card number.
Cardholder Name (Print)_____
Cardholder's Signature_____
Credit Card Invoice-To Address_____

(5) Required-Service Authorization and Terms and Conditions:
Customer's signature on this form constitutes authorization for HPE to invoice Customer for the HPE support services represented in this Support Agreement. This support agreement will be governed by the following: i) The purchase agreement currently in effect between Customer and HPE that includes the delivery of Support Services, or if none, the HPE Customer Terms-Support (CTSP01), the Supplemental Data Sheet (CTDS01); and ii) any applicable Transaction Documents thereto.

_____
Authorized Signature Date

_____ _____ _____ _____
Printed Name Title Email Address Phone/Fax

(6) Completed form should be returned to:
Tami Liechty

8000 Foothills Blvd
ROSEVILLE CA 95747
USA

Tel: +19165401132
Email: tami.liechty@hpe.com

Quote Summary

September 23, 2026

AMP ID 313557140G **Total USD** **2,568,223.88**

Customer Contacts

Sold To Address
Memphis Light, Gas and Water Division
220 S Main St
Memphis TN 38103-3917
USA
Attn: RenettaF. Lesure
Tel: (901)729-8473
Email: rlesure@mlgw.org

Bill To Address
Memphis Light, Gas and Water Division
220 S Main St
Memphis TN 38103-3917
USA

HPE Contacts

Address
Hewlett Packard Enterprise Company
8000 Foothills Boulevard M/S 5509
Roseville CA 95747
USA

Contract Admin
Attn: Tami Liechty
Tel: +19165401132
Email: tami.liechty@hpe.com

Sales Rep
Attn: Tami Liechty
Tel: +19165401132
Email: tami.liechty@hpe.com

Service Overview

HPE Quote	Start Date	End Date	Service Level	Net Price USD
2003547947	01/01/2029	11/30/2031	HPE Complete Care ITOps SVC HPE Complete Care SVC HPE Education - Learning Credits SC SVC HPE 10 Complete Care Credits SVC HPE CC Addon Critical wDMR SVC	161,546.94
LIFECYCLE ID S4_000004558187 **Support Account Reference** MXQD0H00MK			MXQD0H00MK	
2003547992	12/01/2026	07/31/2027	HPE CC Addon Critical wDMR SVC	3,783.68
LIFECYCLE ID S4_000004558251 **Support Account Reference** 2M25520B39			2M25520B39	
2003548026	12/01/2026	11/30/2031	HPE CC Addon Critical wDMR SVC	55,539.00
LIFECYCLE ID S4_000004558266 **Support Account Reference** 2M20280HDZ			2M20280HDZ	
2003548060	12/01/2026	07/31/2027	HPE CC Addon Critical wDMR SVC	945.92
LIFECYCLE ID S4_000004558287 **Support Account Reference** 2M2707019S			2M2707019S	
2003548083	12/01/2026	07/31/2027	HPE CC Addon Critical wDMR SVC	1,352.08
LIFECYCLE ID S4_000004558305 **Support Account Reference** 2M271201VS			2M271201VS	
2003548124	12/01/2026	07/31/2027	HPE CC Addon Critical wDMR SVC	1,352.08
LIFECYCLE ID S4_000004558334 **Support Account Reference** 2M280307WV			2M280307WV	
2003548156	12/01/2026	07/31/2027	HPE CC Addon Critical wDMR SVC	9,464.56
LIFECYCLE ID S4_000004558352 **Support Account Reference** 2M28040369			2M28040369	

Subject to HPE terms and conditions on the reverse side, or on attached.
Tax is not included in the prices.

Quote Summary

September 23, 2026

AMP ID 313557140G **Total USD** **2,568,223.88**

2003548182	12/01/2026	11/30/2031	HPE CC Addon Critical wDMR SVC	4,624.80
LIFECYCLE ID S4_000004558379				
Support Account Reference 9CP9490F54			9CP9490F54	
2003548227	12/01/2026	08/31/2028	HPE CC Addon Critical wDMR SVC	35,225.40
LIFECYCLE ID S4_000004558422				
Support Account Reference JPG2142005L			JPG2142005L	
2003548259	12/01/2026	11/30/2031	HPE CC Addon Critical wDMR SVC	13,140.00
LIFECYCLE ID S4_000004558449				
Support Account Reference USE322500P			USE322500P	
2003548311	12/01/2026	11/30/2031	HPE CC Addon Critical wDMR SVC	19,521.60
LIFECYCLE ID S4_000004558501				
Support Account Reference 2SN73702H8			Memphis Light Gas & Water	
2003548334	12/01/2026	11/30/2031	HPE CC Addon Critical wDMR SVC	28,864.80
LIFECYCLE ID S4_000004558520				
Support Account Reference 2M2947019W			2M2947019W	
2003548353	12/01/2026	07/31/2027	HPE CC Addon Critical wDMR SVC	5,367.68
LIFECYCLE ID S4_000004558544				
Support Account Reference 2M27270236			2M27270236	
2003548395	12/01/2026	11/30/2031	HPE CC Addon Critical wDMR SVC	9,805.80
LIFECYCLE ID S4_000004558568				
Support Account Reference MXQ1200XR8			MEMPHIS LIGHT,GAS & WATER	
2003548426	12/01/2026	07/31/2027	HPE CC Addon Critical wDMR SVC	5,408.32
LIFECYCLE ID S4_000004558581				
Support Account Reference 2M273800KL			2M273800KL	
2003548444	12/01/2026	11/30/2031	HPE CC Addon Essential wDMR SVC	10,292.40
LIFECYCLE ID S4_000004558597				
Support Account Reference 2S1329P4F5			2S1329P4F5	
2003548459	12/01/2026	07/31/2027	HPE CC Addon Critical wDMR SVC	5,408.32
LIFECYCLE ID S4_000004558613				
Support Account Reference 2M280307H3			2M280307H3	
2003548522	12/01/2026	11/30/2031	HPE CC Addon Critical wDMR SVC	13,140.00
LIFECYCLE ID S4_000004558668				
Support Account Reference MXQ438035V			MXQ438035V	
2003548576	12/01/2026	11/30/2031	HPE CC Addon Critical wDMR SVC	39,420.00
LIFECYCLE ID S4_000004558701				
Support Account Reference USE3214Y1C			USE3214Y1C	
2003548588	12/01/2026	11/30/2031	HPE CC Addon Essential wDMR SVC	10,292.40
LIFECYCLE ID S4_000004558707				
Support Account Reference 2S1329P4HE			2S1329P4HE	
2003548610	09/01/2030	11/30/2031	HPE CC Addon Essential wDMR SVC	3,077.99
LIFECYCLE ID S4_000004558818				
Support Account Reference 3M1D3611QB			3M1D3611QB	

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Tax is not included in the prices.

Quote Summary

September 23, 2026

AMP ID 313557140G **Total USD** **2,568,223.88**

2003552259	09/01/2030	11/30/2031	HPE CC Addon Essential wDMR SVC	3,073.15
LIFECYCLE ID S4_000004564380				
Support Account Reference 3M1D3611Q9			3M1D3611Q9	
2003552320	07/01/2027	11/30/2031	HPE CC Addon Critical wDMR SVC	77,788.36
LIFECYCLE ID S4_000004564406				
Support Account Reference MXQ22414N1			MEMPHIS LIGHT, GAS AND WATER	
2003552359	09/01/2027	11/30/2031	HPE CC Addon Critical wDMR SVC	75,229.82
LIFECYCLE ID S4_000004564424				
Support Account Reference MXQ2340C4			MEMPHIS LIGHT, GAS AND WATER	
2003552407	01/01/2029	11/30/2031	HPE CC Addon Critical wDMR SVC	18,472.02
LIFECYCLE ID S4_000004564441				
Support Account Reference MXQD0G04NT			MXQD0G04NT	
2003552491	12/01/2026	11/30/2031	HPE CC Addon Critical wDMR SVC	223,807.29
LIFECYCLE ID S4_000004564549				
Support Account Reference TZWXNAVVXIX010			TZWXNAVVXIX010	
2003552539	01/01/2027	11/30/2031	HPE CC Addon Critical wDMR SVC	224,881.21
LIFECYCLE ID S4_000004564597				
Support Account Reference MXQ352077N			MXQ352077N	
2003552688	12/01/2029	11/30/2031	HPE 10 Complete Care Credits SVC HPE CC Addon Critical wDMR SVC	18,818.48
LIFECYCLE ID S4_000004564731				
Support Account Reference 3M1D2110M4			3M1D2110M4	
2003552818	12/01/2027	11/30/2031	HPE CC Addon Critical wDMR SVC	214,269.86
LIFECYCLE ID S4_000004564805				
Support Account Reference 3M1D2113KV			3M1D2113KV	
2003552848	01/01/2028	11/30/2031	HPE CC Addon Critical wDMR SVC	213,804.99
LIFECYCLE ID S4_000004564824				
Support Account Reference 3M1D2211D6			3M1D2211D6	
2003553167	12/01/2026	11/30/2031	HPE Service Credits 10 Per Yr SVC HPE Mature Hardware Onsite Support HPE Mature Productwo/Sustaining Eng Supp HPE CC Addon Critical wDMR SVC	417,497.74
LIFECYCLE ID S4_000004564987				
Support Account Reference 2M280501S4			2M280501S4	
2003553235	12/01/2026	11/30/2031	HPE Mature Hardware Onsite Support HPE Mature Productwo/Sustaining Eng Supp HPE CC Addon Critical wDMR SVC	255,472.77
LIFECYCLE ID S4_000004565020				
Support Account Reference 2M280501SC			2M280501SC	
2003554750	12/01/2029	11/30/2031	HPE CC Addon Critical wDMR SVC	12,535.88
LIFECYCLE ID S4_000004566860				
Support Account Reference 3M1D2110K9			3M1D2110K9	

Subject to HPE terms and conditions on the reverse side, or on attached.
Tax is not included in the prices.

Quote Summary

September 23, 2026

AMP ID 313557140G **Total USD** **2,568,223.88**

2004027325	12/01/2026	11/30/2031	HPE CC Addon Critical wDMR SVC	23,728.64
LIFECYCLE ID S4_000004558187				
Support Account Reference 2M255209V0			2M255209V0	
2004044830	09/01/2030	11/30/2031	HPE CC Addon Essential wDMR SVC	2,416.82
LIFECYCLE ID S4_000004982676				
Support Account Reference 2M2D3601C2			ML110 G11	
2004045628	12/01/2026	11/30/2031	HPE CC Addon Critical wDMR SVC	76,143.00
LIFECYCLE ID S4_000004983396				
Support Account Reference MXQ32208WZ			NASMPD504 - MXQ32208WZ	
2004061415	12/01/2026	11/30/2031	HPE CC Addon Critical wDMR SVC	47,144.48
LIFECYCLE ID S4_000004558625				
Support Account Reference MXQ438013P			MXQ438013P	
2004080786	12/01/2026	11/30/2031	HPE CC Addon Critical wDMR SVC	37,264.76
LIFECYCLE ID S4_000005020980				
Support Account Reference USE917LRT8			USE917LRT8	
2004182764	02/01/2029	11/30/2031	HPE Specified Dlvy Resource Remote SVC HPE CC Addon Critical wDMR SVC	82,042.66
LIFECYCLE ID S4_000005097709				
Support Account Reference 3M1D3Y12RX			1000914290_00003	
2004182784	02/01/2031	11/30/2031	HPE Service Credits 10 Per Yr SVC HPE CC Addon Critical wDMR SVC	8,872.08
LIFECYCLE ID S4_000005097612				
Support Account Reference 3M1D3X147H			1000914290_00004	
2004182821	02/01/2029	11/30/2031	HPE Service Credits 10 Per Yr SVC HPE Specified Dlvy Resource Remote SVC HPE CC Addon Critical wDMR SVC	97,386.10
Support Account Reference 3M1D3Y12RN			1036262538_00008	
			Total Excluding Tax USD	2,568,223.88

Total excludes all taxes. If applicable, taxes will be added at the time of invoicing at the current tax rate. Total price includes all additions, deletions, warranties, discounts and adjustments if applicable. Refer to the detail document for any applicable state & local tax.

Subject to HPE terms and conditions on the reverse side, or on attached.
Tax is not included in the prices.

Quote Summary

September 23, 2026

AMP ID 313557140G **Total USD** **2,568,223.88**

HPE Terms and Conditions Information

This order is governed by the specific agreement referenced below in the comment section. If none is identified, then Hewlett Packard Enterprise's standard terms, as indicated below for the services you purchased will apply. Either one is the Agreement.

- Standard Terms: **www.hpe.com/docs/customerterms**
- Datasheets (English): **www.hpe.com/info/mktlibrary**

You may contact your Sales Representative or login through your Services360 / Services360 Pro account **(https://s360.hpe.com)** to submit a purchase for your quote(s).

Signed by:
Renetta Lesure
4872D33804474F3...
10/22/2026

DocuSigned by:
Albert Brooks
4D01B44CFE69409...
10/22/2026

RESOLUTION SUMMARY

1. **Short Title Description –** Luminaire Post-Tops LED 100W

2. **Requested Funding –** $466,930.00

3. **Award Duration –** One-Time Purchase

4. **Type of Bid** – Sealed Bid

5. **Awarded To –** ATG Supply LLC

6. **Plain Language Description –** The 100W LED luminaire post tops provide bright, uniform illumination for streets, sidewalks, and public spaces which improves nighttime visibility and supports safe travel for pedestrians and motorists. Purchasing a quantity of 530 will help maintain an adequate supply for street and leased lighting projects.

7. **Impact –** The luminaires' energy efficiency and extended service life reduce power consumption, maintenance requirements, and service disruptions, while ensuring reliable lighting service throughout the community.



EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
November 4, 2026

The Director of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards a purchase order for luminaire post tops LED 100W to ATG Supply LLC in the amount of $466,930.00.

The luminaire post tops are light fixtures that provide bright, uniform illumination for streets, sidewalks, and public spaces which improves nighttime visibility and supports safe travel for pedestrians and motorists. The luminaires' energy efficiency and extended service life reduce power consumption, maintenance requirements, and service disruptions, while ensuring reliable lighting service throughout the community.

Bids were opened on September 9, 2026. Notice to Bidders was advertised. Thirteen bids were solicited, and five bids were received with the best complying and most responsive bidder in accordance with MLGW's Local Bidding Preference policy, being the firm of ATG Supply LLC. This award complies with all applicable laws and policies.

The 2026 budgeted amount for Distribution Poles is $1,300,000.00; of

which $466,930.00 will be spent in subsequent budget year as approved; and

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, subject to the consent and approval of the Council of the City of Memphis, awards a purchase order to ATG Supply LLC is approved for furnishing**:**

530 – Luminaire post-tops LED 100W equivalent green;

Totaling $466,930.00; f.o.b. Memphis, Tennessee, our dock; transportation prepaid; said price firm; the quantity is for estimation purposes only and does not create a commitment for MLGW to purchase any specific minimum or maximum quantity, with actual purchases to be made according to operational needs, not to exceed the approved total expenditure; delivery in 8-10 weeks, terms net 15 days.

AWARD RECOMMENDATION

To: Camela Mitchell

From: **Procurement Specialist I:** Jeanine Spivey-McNeary

Date: 10/15/2026

Requisition #: 5167591 **Bid on:** Luminaire Post-Tops LED 100W

Attached are bid(s) for items requisitioned by your department. Please complete the applicable portions of this form in order that proper presentation and recommendations may be made. Please return this form to the Procurement Specialist as soon as possible.

1. PROCUREMENT COMMENTS:

2. RECOMMENDATION:

A. Which bid(s) do you recommend? I recommend the award be made to ATG Supply LLC for the luminaire post-tops 100W.

B. Does this meet specifications as per your request and/or as advertised? YES ☑ NO ☐

If No, is the variance considered: MINOR ☐ *or* MAJOR ☐

Explain:

C. Is the recommendation the lowest bid received? YES ☐ NO ☑

If no, list the bids that are low; but which you believe **DO NOT** meet specifications and list reasons why each does not meet specifications. Please attach a memo of explanation to this form, if necessary. If recommendation is based on local bidding preference or earliest delivery based on need, please include in your recommendation.

The award is being made in accordance with MLGW's Local Bidding Preference policy to ATG Supply LLC.

(attach an additional sheet if further comment or explanation is required)

PRINT NAME Camela Mitchell
Area Supervisor or designee

SIGNATURE Jeanine Spivey-McNeary
Procurement Contracts Specialist I

SIGNATURE Camela Mitchell

DATE 10/15/2026

DATE 10/16/2026 **PHONE** 901-528-4701

3. PROCUREMENT ACTION/RECOMMENDATION(S): (Purchasing to complete)

This award complies with all applicable laws and policies.

Revised 6/23/2025

RESOLUTION SUMMARY

1. **Short Title Description –** Photoelectric Smart Controls

2. **Requested Funding –** $410,370.72

3. **Award Duration –** One-Time Purchase

4. **Type of Bid** – Sealed Bid

5. **Awarded To –** ATG Supply LLC

6. **Plain Language Description –** The photoelectric smart controls automatically activate and deactivate streetlights in response to ambient daylight conditions. The purchase of 2,488 units will ensure crews have inventory to support installation and ongoing maintenance requirements.

7. **Impact –** The devices provide real-time status and location information, enabling maintenance personnel to monitor system performance and expedite outage response.







EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
November 4, 2026

The Director of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards a purchase order for photoelectric smart controls to ATG Supply LLC in the amount of $410,370.72.

The photoelectric smart controls automatically activate and deactivate streetlights in response to ambient daylight conditions. The devices provide real-time status and location information, enabling maintenance personnel to monitor system performance and expedite outage response.

Bids were opened on September 2, 2026. Notice to Bidders was advertised. Eleven bids were solicited, and three bids were received with the lowest and best complying bidder being the firm of ATG Supply LLC. This award complies with all applicable laws and policies.

The 2026 budgeted amount for Street Light Install is $3,205,000.00; the amount spent year-to-date is $1,954,456.35; leaving a balance available of $1,250,543.65; of which $410,370.72 will be spent on this purchase in 2026; leaving a balance available of $840,172.93; and

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, subject to the consent and approval of the Council of the City of Memphis, awards a purchase order to ATG Supply LLC is approved for furnishing**:**

2,488 – Control multi-volt photoelectric smart;

Totaling $410,370.72; f.o.b. Memphis, Tennessee, our dock; transportation prepaid; said price firm; the quantity is for estimation purposes only and does not create a commitment for MLGW to purchase any specific minimum or maximum quantity, with actual purchases to be made according to operational needs, not to exceed the approved total expenditure; delivery in 1-2 weeks, terms net 15 days.

BOARD RESOLUTION TRANSMITTAL

Expenditure Org Executive: Dr. Von Goodloe
Procurement Contracts Specialist: Jeanine Spivey-McNeary

Board Meeting Date: 11/4/2026
Requisition Number: 5167072
Purchase Commodity: Photoelectric Smart Controls
Other (Non-Procurement Items):

Responsible Group (Requesting Area/ Contact Person) (Telephone number/email address)	Purchasing Department / Jeanine Spivey-McNeary / 901-528-4701 / jeanine.mcneary@mlgw.org
Scope: **Contract** ____ **Purchase** __X__ **Other** ____	A purchase order will be issued to procure photoelectric smart controls.
Explanation of Action. *(Contract/Purchase invoice payments, land purchase, dues, other)*	To purchase a quantity of 2,488 photoelectric smart controls.
Where will the work take place? *(MLGW facility or jobsite, etc.)*	The photoelectric smart controls will be installed in MLGW's electric infrastructure.
Why the need exists? (Contract/Purchase invoice payments, land purchase, dues, other)	The photoelectric smart controls automatically activate and deactivate streetlights in response to ambient daylight conditions. The purchase will ensure crews have inventory to support installation and ongoing maintenance requirements.
Are there any anticipated vendor issues? (If so, please explain)	No
Are there any contract services, labor or IBEW issues? If yes, has cost comparison been provided to IBEW? Date Provided?	No
Is there a Budget deficit? If yes, please explain why. Identify in the Budget section below the area, charge code and amount which will absorb the shortfall.	No
If applicable, how was the recommendation determined? (Bid, RFQ or RFP) RFQ	

BUDGET:

	Total	In 2026 Budget Year	After Budget Year
Amount Requested	$ 410,370.72	$ 410,370.72	$ -
2026 Budget*	$ 3,205,000.00		
Amount Spent Year-to-Date	$ 1,954,456.35		
2026 Budget Balance Available		$ 1,250,543.65	
Budget Balance After Award		$ 840,172.93	

SR Material C/I 43-8900

Please indicate category *(O&M or Capital).

☐ **O&M**
☐ **Capital**

Project Street light Install
Expenditure Organization 0988888 Misc Accounting Transaction
Expenditure Type eAM Outside Purchase
Task various

Comments:

Expenditure Type	Budget	Actual	Available
	$ -	$ -	$ -
	$ -	$ -	$ -
			$ -

APPROVED:

Kahrina Cooper — **10/27/2026**

Budget & Financial Planning — **Date**

Rev. 11/01/2018

BID ON PHOTOELECTRIC SMART CONTROLS

		BIDS OPENED ON SEPTEMBER 2, 2026					
FOR BOARD MEETING OF NOVEMBER 4, 2026		BASE UNIT: EACH					
	ITEM	**Line 1**	**Total**	**Local Bidding Preference**	**Local Bidding Presence**	**Terms**	**Delivery**
BIDDERS	**QUANTITY**	**2,488**					
	DESCRIPTION	Photoelectric Smart Controls					
COMPLYING BIDDERS							
ATG Supply LLC		$164.94	$410,370.72	N/A	N/A	Net 15	1-2 Weeks
Memphis, TN							
Brighter Days & Nites, Inc.		$168.00	$417,984.00	N/A	N/A	Net 15	3-4 weeks
Memphis, TN							
RECOMMEND AWARD AS FOLLOWS: ATG Supply LLC ……. $410,370.72							

MEMPHIS LIGHT, GAS AND WATER DIVISION
INTERDEPARTMENTAL COMMUNICATION

TO: JEANINE MCNEARY SPIVEY DATE: 09/11/2026

FROM: DERRON HARWELL FILE: 20260911 Photoelectric Smart Control

SUBJECT: Photoelectric Smart Control

ITEM 1: PHOTOELECTRIC SMART CONTROL

ATG SUPPLY
ATG Supply quoted Ubicquia UBC-40-01-NA-01-2-TR BNDL 10YR. ATG Supply provided a cutsheet. The item does meet technical specifications and is recommended for consideration.

RECOMMENDATION
The item from Ubicquia through ATG Supply is recommended for consideration.

Approved by: _____
Derron Harwell
Standards Engineer
Systems Engineering & Innovation Area
Electric Distribution & Systems Engineering Department

Approved by: _____
Paul C. Strong
Systems Engineer
Systems Engineering & Innovation Area
Electric Distribution & Systems Engineering Department

AWARD RECOMMENDATION

To: Camela Mitchell

From: **Procurement Specialist I:** Jeanine Spivey-McNeary

Date: 10/14/2026

Requisition #: 5167072 **Bid on:** Photoelectric Smart Controls

Attached are bid(s) for items requisitioned by your department. Please complete the applicable portions of this form in order that proper presentation and recommendations may be made. Please return this form to the Procurement Specialist as soon as possible.

1. PROCUREMENT COMMENTS:

2. RECOMMENDATION:

A. Which bid(s) do you recommend? I am recommending the award be made to ATG Supply LLC for the photoelectric smart controls.

B. Does this meet specifications as per your request and/or as advertised? YES ☑ NO ☐

If No, is the variance considered: MINOR ☐ *or* MAJOR ☐

Explain:

C. Is the recommendation the lowest bid received? YES ☑ NO ☐

If no, list the bids that are low; but which you believe **DO NOT** meet specifications and list reasons why each does not meet specifications. Please attach a memo of explanation to this form, if necessary. If recommendation is based on local bidding preference or earliest delivery based on need, please include in your recommendation.

(attach an additional sheet if further comment or explanation is required)

PRINT NAME Camela Mitchell
Area Supervisor or designee

SIGNATURE Jeanine Spivey-McNeary
Procurement Contracts Specialist I

SIGNATURE Camela Mitchell

DATE 10/14/2026

DATE 10/14/2026 **PHONE** 901-528-4701

3. PROCUREMENT ACTION/RECOMMENDATION(S): (Purchasing to complete)

This award complies with all applicable laws and policies.

Revised 6/23/2025

RESOLUTION SUMMARY

1. **Short Title Description – Contract No. 12298 - Janitorial Services**

2. **Requested Funding – $80,110.64**

3. **Award Duration – Increase and Extension (March 2, 2027 through May 22, 2027)**

4. **Type of Bid – Sealed Bid**

5. **Awarded To – Mason's Professional Cleaning Services, LLC**

6. **Plain Language Description – Janitorial services for various MLGW facilities providing supplemental day workers.**

7. **Impact – This contract assists with the cleanliness and sanitation of various MLGW facilities.**

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
November 4, 2026

The Director of Procurement, Contracts and Strategic Sourcing recommends to the Board of Light, Gas and Water Commissioners the approval of the Increase and Extension (*Change No. 5)* to Contract No. 12298, Janitorial Services to Mason's Professional Cleaning Services, LLC to increase and extend the current contract in the funded amount of $80,110.64.

The project scope is to furnish all material, labor, transportation, equipment, and supervision to provide janitorial services for the following MLGW facilities: Hickory Hill Service Center, 6012 Winchester Road; South Service Center, 3020 Gill Road; LNG Plant Capleville, 5101 Holmes Road East; Brunswick Service Center, 3773 Brunswick Road; and the Millington Community Office, 5131 Navy Road. The contract award was selected based on the lowest and best bid received using the Sealed Bid process.

This change is to increase and extend the current contract for an additional two (2) months covering the period March 2, 2027 through May 22, 2027 in the funded amount of $80,110.64 with no increase in rates from the previous term. This increase and extension complies with all applicable laws and policies. The new contract value is $1,641,567.90.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of the Increase and Extension (*Change No. 5*) to Contract No. 12298, Janitorial Services to Mason's Professional Cleaning Services, LLC to increase and extend the current contract in the funded amount of $80,110.64, as outlined in the above preamble, is approved; and further

THAT, the President, or his designated representative is authorized to execute the Increase and Extension.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 4, 2026 approved the Increase and Extension (*Change No. 5*) to Contract No. 12298, Janitorial Services to Mason's Professional Cleaning Services, LLC to increase and extend the current contract in the funded amount of $80,110.64, and is now recommending to the Council of the City of Memphis that it approves said increase and extension as approved; and

WHEREAS, the project scope is to furnish all material, labor, transportation, equipment, and supervision to provide janitorial services for the following MLGW facilities: Hickory Hill Service Center, 6012 Winchester Road; South Service Center, 3020 Gill Road; LNG Plant Capleville, 5101 Holmes Road East; Brunswick Service Center, 3773 Brunswick Road; and the Millington Community Office, 5131 Navy Road. The contract award was selected based on the lowest and best bid received using the Sealed Bid process; and

WHEREAS, this change is to increase and extend the current contract for an additional two (2) months covering the period March 2, 2027 through May 22, 2027 in the funded amount of $80,110.64 with no increase in rates from the previous term. This increase and extension complies with all applicable laws and policies. The new contract value is $1,641,567.90; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved the Increase and Extension (*Change No. 5*) to Contract No. 12298, Janitorial Services to Mason's Professional Cleaning Services, LLC to increase and extend the current contract in the funded amount of $80,110.64 as approved.

BOARD RESOLUTION TRANSMITTAL

Expenditure Org Executive: Dr. Von Goodloe
Specialist: Arma Orr/Verkisserous Thompson

Board Meeting Date: 11/4/2026
Contract Number: 12298
Purchase Commodity:
Other (Non-Procurement Items):

Responsible Group (Requesting Area/ Contact Person) (Telephone number/email address)	**363300 / Building Services and Grounds / Charles D. Barnes II / 901-320-1589 / charles.barnes@mlgw.org**
Scope: Contract _X___ Purchase ____ Other ____	**The project scope is to furnish all material, labor, transportation, equipment and supervision to provide janitorial services for the following MLGW facilities: Hickory Hill Service Center, 6012 Winchester Road; South Service Center, 3020 Gill Road; LNG Plant Capleville, 5101 Holmes Road East; Brunswick Service Center, 3773 Brunswick Road; Millington Community Office, 5131 Navy Road.**
Explanation of Action. *(Contract/Purchase invoice payments, land purchase, dues, other)*	**This change is to increase and extend the current contract for an additional two (2) months covering the period March 2, 2027 through May 22, 2027 in the funded amount of $80,110.64.**
Where will the work take place? *(MLGW facility or jobsite, etc.)*	**The work will take place at the Hickory Hill Service Center, South Service Center, LNG Plant Capleville, Brunswick Service Center and the Millington Community Office.**
Why the need exists? (Contract/Purchase invoice payments, land purchase, dues, other)	**The need exists to provide janitorial services to these facilities.**
Are there any anticipated vendor issues? (If so, please explain)	**No**
Are there any contract services, labor or IBEW issues? If yes, has cost comparison been provided to IBEW? Date Provided?	**Yes, the cost comparision was provided on 9/17/2026.**
Is there a Budget deficit? If yes, please explain why. Identify in the Budget section below the area, charge code and amount which will absorb the shortfall.	**No**
If applicable, how was the recommendation determined? (Bid, RFQ or RFP) **Sealed Bid**	

BUDGET:

	Total	In 2027__ Budget Year	After Budget Year
Amount Requested	$80,110.64	$80,110.64	
2027 Budget*	$ 3,288,552.00		
Amount Spent Year-to-Date	$ -		
2027 Budget Balance Available		$ 3,288,552.00	
Budget Balance After Award		$ 3,208,441.36	

Please indicate category *(O&M or Capital).

[X] **O&M**
[ ] **Capital**

Project Bldg Svcs Grounds R2024
Expenditure Organization 0363300 Managers Office Building Services Grounds
Expenditure Type Contracted Svc-Other
Task Admin Expense

Comments: If it is a design for a capital project it'll fall under Capital. If it's a design for an O&M project it'll fall under O&M.

Expenditure Type	Budget	Actual	Available
	$ -	$ -	$ -
	$ -	$ -	$ -
			$ -

APPROVED:

Katrina Cooper — **9/30/2026**

Budget & Financial Planning — **Date**

Rev. 11/01/2018

Contractor: **Mason's Professional Cleaning Services, LLC**
11/4/2026

Contract Number: 12298

Actions		Date	Amount
Award		**3/2/2022**	**$242,200.00**
Renewal and Increase (Change Order No. 1)	This change was to renew the current contract for the first of four (4) annual renewal terms for the period covering March 2, 2023 through March 1, 2024 in the funded amount of $326,970.00, with a 35% increase in the rates from the initial term due to increases in the cost of living, labor costs, supplies, and fuel.	12/7/2022	$326,970.00
Ratification, Renewal and Increase (Change Order No. 2)	This change was to ratify and renew the current contract for the second of four (4) annual renewal terms for the period covering March 2, 2024 through March 1, 2025 in the funded amount of $343,318.50; of which, $72,000.00 will be absorbed in the current contract value. This renewal reflected a negotiated 5% increase in rates, due to rising costs of floor maintenance, labor, supplies and equipment.	2/21/2024	$271,318.50
Ratification, Renewal and Increase (Change Order No. 3)	This change was to ratify and renew the current contract for the third of four (4) annual renewal terms for the period covering March 2, 2025 through March 1, 2026 in the funded amount of $360,484.38. This renewal reflects a negotiated 5% increase in rates from the previous term due to rising costs of floor maintenance, labor, supplies and equipment.	2/5/2025	$360,484.38
Renewal and Increase (Change Order No. 4)	This change was to renew the current contract for the fourth and final annual renewal term for the period covering March 2, 2026 through March 1, 2027 in the funded amount of $360,484.38 with no increase in rates from the previous term.	1/21/2026	$360,484.38
Current Contract Amount			$1,561,457.26
Amount Paid to Date as of 10.19.26			$1,283,813.68
Current Contract Balance			$277,643.58
Increase and Extension (Change Order No. 5)	***This change is to increase and extend the current contract for an additional two (2) months covering the period March 2, 2027 through May 22, 2027 in the funded amount of $80,110.64 with no increase in rates from the previous term.***	***11/4/2026***	***$80,110.64***
Available Balance			***$357,754.22***
Cumulative Contract Value			***$1,641,567.90***

MLGW's Building Services & Grounds Department will allocate the remaining funds to pay for outstanding and anticipated invoices through May 22, 2027.

CONTRACT CHANGE FORM

MEMPHIS LIGHT, GAS AND WATER DIVISION **CONTRACT CHANGE NO. 5**
CITY OF MEMPHIS **DATE OF CHANGE NOVEMBER 4, 2026**
CONTRACT NUMBER 12298 **SHEET 1 OF 3**

TO: MS. SHONTRIS MASON

MASON'S PROFESSIONAL CLEANING SERVICES, LLC

1422 MENAGER ROAD

MEMPHIS, TN 38106

YOU ARE ADVISED THAT THE MEMPHIS LIGHT, GAS AND WATER DIVISION, CITY OF MEMPHIS, MEMPHIS, TENNESSEE HEREBY AUTHORIZES THE FOLLOWING CHANGE IN REGARDS TO THE ABOVE CONTRACT NUMBER. CONTRACTOR AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF SAID CONTRACT AND PREVIOUS CHANGES.

THE PROJECT SCOPE IS TO FURNISH ALL MATERIAL, LABOR, TRANSPORTATION, EQUIPMENT, AND SUPERVISION TO PROVIDE JANITORIAL SERVICES FOR THE FOLLOWING MLGW FACILITIES: HICKORY HILL SERVICE CENTER, 6012 WINCHESTER ROAD; SOUTH SERVICE CENTER, 3020 GILL ROAD; LNG PLANT CAPLEVILLE, 5101 HOLMES ROAD EAST; BRUNSWICK SERVICE CENTER, 3773 BRUNSWICK ROAD; AND THE MILLINGTON COMMUNITY OFFICE, 5131 NAVY ROAD. THE CONTRACT AWARD WAS SELECTED BASED ON THE LOWEST AND BEST BID RECEIVED USING THE SEALED BID PROCESS.

THIS CHANGE IS TO INCREASE AND EXTEND THE CURRENT CONTRACT FOR AN ADDITIONAL TWO (2) MONTHS COVERING THE PERIOD MARCH 2, 2027 THROUGH MAY 22, 2027 IN THE FUNDED AMOUNT OF $80,110.64 WITH NO INCREASE IN RATES FROM THE PREVIOUS TERM. THIS INCREASE AND EXTENSION COMPLIES WITH ALL APPLICABLE LAWS AND POLICIES. THE NEW CONTRACT VALUE IS $1,641,567.90.

CHANGE IN CONTRACT PRICE:

Contract Amount	**$ 1,561,457.26**
Change Amount	**$ 80,110.64 – Increase and Extension (*Change No. 5*)**
Total Contract Amount	**$ 1,641,567.90**

APPROVED BY THE BOARD OF LIGHT, GAS AND WATER COMMISSIONERS

APPROVED BY THE PRESIDENT **DATE**

Docusign Envelope ID: 0B0F4396-0218-8FA4-8136-B746C81FC898

Mason's Professional Cleaning Service, LLC

1422 Menager Rd
Memphis, TN 38106
901-775-7778 (Office)
901-949-5482 (Direct)
901-743-2258 (Fax)

Letter of Agreement
For MLGW 12298 (small Contract) Extension
Mason's Professional Cleaning Service, LLC (MPCS)
Shontris Mason
1422 Menager Rd
Memphis, TN 38106

September 18, 2026

Memphis Light Gas and Water (MLGW)
Charles Barnes
P.O. Box 430
Memphis, TN 38101-0430

To whom it may concern,

This letter represents an agreement by Shontris Mason, Owner/Present, of Mason's Professional Cleaning Service, LLC (abbreviated MPCS), to extend the **Janitorial Services Contract No. 12298 (Small Contract) for the Term of March 2, 2027, to May 22, 2027.**

The project scope of this Contract is to furnish all material labor, transportation, equipment and supervision to provide janitorial services for the following MLGW facilities: Hickory Hill Service Center, South Service Center, LNG Plant Capleville, Brunswick Service Center and the Millington Community Office.

MPCS is agreeing to extend **Contract# 12998** with MLGW for **period of March 2, 2027 through May 22, 2027, for additional cost of $80,110.64, there will be no change in the current Contract Rates.**

Docusign Envelope ID: 0B0F4396-0218-8FA4-8136-B746C81FC898

Mason's Professional Cleaning Service, LLC

Letter of Agreement
For MLGW 12298 (small Contract)
Extension Term: March 2, 2027 –
May 22 2027

It has been a pleasure for Mason's Professional Cleaning Service to do business with Memphis Light Gas & Water by providing Janitorial **Services for this Contract No. 12298 (Small Janitorial Services Contract).** We are agreeing to extend this Contract for term of **March 2, 2027, through May 22, 2027 with no changes in the current Contract Rates, only the additional amount for the extended term.**

Sincerely,

Shontris Mason

Shontris Mason, Owner/President

09/18/2026

Signed by:
Charles Barnes
9E89D753B5FE44E...
9/18/2026

RESOLUTION SUMMARY

1. **Short Title Description – Contract No. 12622 - North Service Center Building 2 Roof Replacement**

2. **Requested Funding – $694,070.30 ($630,973.00 bid amount plus $63,097.30 contingency funds)**

3. **Award Duration – One (1) year from the date of the Notice to Proceed.**

4. **Type of Bid – Sealed Bid**

5. **Awarded To – B Four Plied, Inc.**

6. **Plain Language Description – This contract is to replace the existing roof on Building 2 located at MLGW's North Service Center located at 1060 Tupelo St., Memphis, TN 38108.**

7. **Impact – This contract will help to provide building roof maintenance to ensure the integrity of the building and assets.**

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
November 4, 2026

The Director of Procurement and Contracts & Strategic Sourcing recommends to the Board of Light, Gas, and Water Commissioners the award of Contract No. 12622, North Service Center Building 2 Roof Replacement to B Four Plied, Inc., in the funded amount of $694,070.30.

The project scope is to furnish all labor, materials, equipment, and insurance to remove and demolish the existing roof and install a new roofing system at MLGW's North Service Center, Building 2 located at 1060 Tupelo St., Memphis, TN 38108.

The Notice to Bidders was advertised using Memphis Daily News and the Daily Memphian on April 13, 2026 and April 14, 2026. MLGW solicited nine (9) bidders; of which, nine (9) Contractors attended the Mandatory Site Visit held on April 21, 2026. Of the nine (9) Contractors, four (4) submitted qualifications; however, three (3) were deemed qualified to bid on the project. One (1) bidder was deemed non-qualified because they did not submit documentation providing proof of being a certified applicator for the one (1) of the following manufactures (Soprema, Siplast or Tremoco) as required. Two (2) bids were received on June 16, 2026. The lowest and best bid received was from B Four Plied, Inc. in the funded amount of $630,973.00. MLGW is also requesting contingency funds for any unforeseen conditions in the amount of $63,097.30. The total amount for the award is $694,070.30. The term of this contract is one (1) year from the date of the Notice to Proceed. This award complies with all applicable laws and policies.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the award of Contract No. 12622, North Service Center Building 2 Roof Replacement to B Four Plied, Inc., in the funded amount of $694,070.30, as outlined in the above preamble, is approved; and further

THAT, the President or his designated representative is authorized to execute the Award.

RESOLUTION

WHEREAS, the Board of Light, Gas, and Water Commissioners in their meeting of November 4, 2026 awarded Contract No. 12622, North Service Center Building 2 Roof Replacement to B Four Plied, Inc., in the funded amount of $694,070.30, and is now recommending to the Council of the City of Memphis that is approves said award as approved; and

WHEREAS, the project scope is to furnish all labor, materials, equipment, and insurance to remove and demolish the existing roof and install a new roofing system at MLGW's North Service Center, Building 2 located at 1060 Tupelo St., Memphis, TN 38108.

WHEREAS, the Notice to Bidders was advertised using Memphis Daily News and the Daily Memphian on April 13, 2026 and April 14, 2026. MLGW solicited nine (9) bidders; of which, nine (9) Contractors attended the Mandatory Site Visit held on April 21, 2026. Of the nine (9) Contractors, four (4) submitted qualifications; however, three (3) were deemed qualified to bid on the project. One (1) bidder was deemed non-qualified because they did not submit documentation providing proof of being a certified applicator for the one (1) of the following manufactures (Soprema, Siplast or Tremoco) as required. Two (2) bids were received on June 16, 2026. The lowest and best bid received was from B Four Plied, Inc. in the funded amount of $630,973.00. MLGW is also requesting contingency funds for any unforeseen conditions in the amount of $63,097.30. The total amount for the award is $694,070.30. The term of this contract is one (1) year from the date of the Notice to Proceed. This award complies with all applicable laws and policies; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved an award of Contract No. 12622, North Service Center Building 2 Roof Replacement to B Four Plied, Inc., in the funded amount of $694,070.30 as approved.

BOARD RESOLUTION TRANSMITTAL

Expenditure Org Executive: Von Goodloe
Procurement Contracts Specialist: Shelby Collins

Board Meeting Date: 11/4/2026
Contract Number: 12622
Purchase Commodity:
Other (Non-Procurement Items):

Responsible Group (Requesting Area/ Contact Person) (Telephone number/email address)	**Facilities Management and Maintenance, James Reed, 901-571-1374, james.reed@mlgw.org**
Scope: **Contract** _X___ **Purchase** ____ **Other** ____	**The project scope is to furnish all labor, materials, equipment, and insurance to remove and demolish the existing roof and install a new roofing system at MLGW's North Service Center, Building 2 located at 1060 Tupelo St., Memphis, TN 38108.**
Explanation of Action. *(Contract/Purchase invoice payments, land purchase, dues, other)*	**This is an award.**
Where will the work take place? *(MLGW facility or jobsite, etc.)*	**The work will take place at MLGW's North Service Center located a 1060 Tupelo St., Memphis, TN 38108.**
Why the need exists? (Contract/Purchase invoice payments, land purchase, dues, other)	**The need exists to provide building roof maintenance to ensure the integrity of the building and assets.**
Are there any anticipated vendor issues? (If so, please explain)	**No**
Are there any contract services, labor or IBEW issues? If yes, has cost comparison been provided to IBEW? Date Provided?	**No**
Is there a Budget deficit? If yes, please explain why. Identify in the Budget section below the area, charge code and amount which will absorb the shortfall.	**No**
If applicable, how was the recommendation determined? (Bid, RFQ or RFP) **Sealed Bid**	

BUDGET:

	Total	In 2026 Budget Year	After Budget Year
Amount Requested	$694,070.30		$694,070.30
2026 Budget*	$ 2,835,481.00		
Amount Spent Year-to-Date	$ -		
2026 Budget Balance Available		$ 2,835,481.00	
Budget Balance After Award		$ 2,835,481.00	

Please indicate category *(O&M or Capital).

[ ] **O&M**
[X] **Capital**

Project Facilities Management & Maintenance
Expenditure Organization 0363200 Facilities Management and Maintenance
Expenditure Type eAM Contracted Svcs
Task Various

Comments:

Expenditure Type	Budget	Actual	Available
	$ -	$ -	$ -
			$ -

APPROVED:

Katrina Cooper
Budget & Financial Planning

10/19/2026
Date

Rev. 11/01/2018

MEMPHIS LIGHT, GAS & WATER DIVISION
INTERDEPARTMENTAL

TO: Board of Commissioners **DATE: 11/04/2026**

FROM: Randy Orsby - Director of Procurement and Contracts & Strategic Sourcing

SUBJECT: 12622, North Service Center Building 2 Roof Replacement

The Contracts Management Department, with an outline of work to be provided by the Facilities Management and Maintenance Department, solicited bids to furnish all labor, materials, equipment, and insurance to remove and demolish the existing roof and install a new roofing system at MLGW's North Service Center, Building 2 located at 1060 Tupelo St., Memphis, TN 38108.

The Notice to Bidders was advertised using Memphis Daily News and the Daily Memphian on April 13, 2026 and April 14, 2026. MLGW solicited nine (9) bidders; of which, nine (9) Contractors attended the Mandatory Site Visit held on April 21, 2026. Of the nine (9) Contractors, four (4) submitted qualifications; however, three (3) were deemed qualified to bid on the project. One (1) bidder was deemed non-qualified because they did not submit documentation providing proof of being a certified applicator for the one (1) of the following manufactures (Soprema, Siplast or Tremoco) as required. Two (2) bids were received on June 16, 2026. The lowest and best bid received was from B Four Plied, Inc. in the funded amount of $630,973.00. MLGW is also requesting contingency funds for any unforeseen conditions in the amount of $63,097.30. The total amount for the award is $694,070.30. The term of this contract is one (1) year from the date of the Notice to Proceed. This award complies with all applicable laws and policies.

Bidder	Total	Local Bidding Preference Bid Amount (if applicable)	Local Bidding Preference and Comments
B Four Plied, Inc. 3980 Winchester Road Memphis, TN 38118	$694,070.30 ($630,973.00 Bid amount plus $63,097.30 contingency funds)	$599,424.35	The Contractor provided documentation to be considered for the Local Bidding Preference or Presence.
Quality Roofing Contractors 5312 Republic Drive Memphis, TN 38118	$702,555.00	N/A	The Contractor did not provide documentation to be considered for the Local Bidding Preference or Presence.

MLGW, through its evaluation and selection process, recommends the award of Contract No. 12622, North Service Center Building 2 Roof Replacement to B Four Plied, Inc., in the funded amount of $694,070.30.

ELECTRONIC TRANSMISSION

DATE: September 23, 2026

TO: See List Below

RE: Notification of the Intent to Award

CONTRACT NO. 12622: NORTH SERVICE CENTER BUILDING 2 ROOF REPLACEMENT

On behalf of MLGW, thank you for providing a bid for Contract No. 12622, North Service Center Building 2 Roof Replacement.

After an evaluation of all bids received, a Notification of the Intent to award recommendation to **B Four Plied, Inc.** for the above-mentioned contract has been received in the Contract Management Office.

*It should be noted that **Contract No. 12622, North Service Center Building 2 Roof Replacement** is not legally effective until both the LGW Board of Commissioners and Memphis City Council approve its minutes. In addition, both B Four Plied, Inc. and MLGW must sign the "Contract Documents". It should also be noted that no oral communications relating to the Contract Documents are effective and binding on you and MLGW.*

Again, thank you for your interest in doing business with MLGW. Please do not hesitate to contact me via email at SCollins@mlgw.org or by phone at 901-528-4020 if you have any questions or concerns.

Sincerely,

Shelby L. Collins

Shelby L. Collins
Procurement Contracts Specialist 1
Contracts Management Department

List:

- B Four Plied, Inc. ~ 3980 Winchester Road ~ Memphis, TN 38118
- Quality Roofing Contractors ~ 5321 Republic Dr. ~ Memphis, TN 38118

CC: Andrew Stanley
James Reed

RESOLUTION SUMMARY

1. **Short Title Description – Contract No. 12563 *(formerly Contract No. C2649)* - MLGW Flower Planting, Mulch Maintenance and Turf Area Management**

2. **Requested Funding – $95,517.12**

3. **Renewal Duration – Increase the Third of Four (4) annual renewals (March 1, 2027 through February 28, 2028)**

4. **Type of Bid – Sealed Bid**

5. **Awarded To – Enlightenment Inc. dba APS Facility Maintenance**

6. **Plain Language Description – This contract is for grounds maintenance for MLGW's community offices. These services include spraying, trimming, limb removal, weed eating, fence clearing, mowing, flower planting, etc. improving the overall aesthetics of the MLGW Community Office's grounds areas.**

7. **Impact – The need exists to upkeep and improve the appearance of MLGW facilities.**

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
November 4, 2026

The Director of Procurement and Contracts & Strategic Sourcing recommends to the Board of Light, Gas and Water Commissioners the approval of the Increase and Renewal (*Change No. 3*) to Contract No. 12563 (*formerly Contract No. C2649*), MLGW Flower Planting, Mulch Maintenance, & Turf Area Management with Enlightenment Inc. dba APS Facility Maintenance to increase and renew the current contract in the funded amount of $95,517.12.

The project scope is to furnish all supervision labor, transportation, materials, chemicals, equipment, fuel, tools, and supplies as required to perform spraying, trimming, limb removal, weed-eating, and grounds maintenance duties at MLGW Community Offices. The contract award was selected based on the lowest and best bid using the Sealed Bid process.

This change is to increase and renew the current contract for the third of four (4) annual renewals for the period covering March 1, 2027 through February 28, 2028 in the amount of $95,517.12 with no increase in rates from the previous term. This increase and renewal complies with all applicable laws and policies. The new contract value is $376,504.56.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, the approval of Increase and Renewal (*Change No. 3*) to Contract No. 12563 (*formerly Contract No. C2649*), MLGW Flower Planting, Mulch Maintenance, & Turf Area Management with Enlightenment Inc. dba APS Facility Maintenance to increase and renew the current contract in the funded amount of $95,517.12 as outlined in the above preamble, is approved; and further

THAT, the President or his designated representative is authorized to execute the Increase and Renewal.

BOARD RESOLUTION TRANSMITTAL

Board Meeting Date: 11/4/2026

Contract Number: 12563 *(formerly Contract No. C2649)*

Expenditure Org Executive: Dr. Von Goodloe

Procurement Contracts Specialist: Jessica Payne

Purchase Commodity:

Other (Non-Procurement Items):

Responsible Group (Requesting Area/ Contact Person) (Telephone number/email address)	**Charles Barnes / Building Services Grounds / 901-524-7981 / charles.barnes@mlgw.org**
Scope: Contract _X___ **Purchase** ____ **Other** ____	**The project scope is to furnish all supervision labor, transportation, materials, chemicals, equipment, fuel, tools, and supplies as required to perform spraying, trimming, limb removal, weed-eating, and grounds maintenance duties at MLGW's Community Offices.**
Explanation of Action. *(Contract/Purchase invoice payments, land purchase, dues, other)*	**This change is to increase and renew the current contract for the third of four (4) annual renewals for the period covering March 1, 2027 through February 28, 2028 in the amount of $95,517.12.**
Where will the work take place? *(MLGW facility or jobsite, etc.)*	**The work will take place at various MLGW's Community Offices .**
Why the need exists? (Contract/Purchase invoice payments, land purchase, dues, other)	**The need exists to provide and maintain the apperance of all MLGW's community office locations.**
Are there any anticipated vendor issues? (If so, please explain)	**No**
Are there any contract services, labor or IBEW issues? If yes, has cost comparison been provided to IBEW? Date Provided?	**No. The cost comparison was provided on 8/26/26.**
Is there a Budget deficit? If yes, please explain why. Identify in the Budget section below the area, charge code and amount which will absorb the shortfall.	**No**
If applicable, how was the recommendation determined? (Bid, RFQ or RFP) **Sealed Bid**	

BUDGET:

	Total	In 2027 Budget Year	After Budget Year
Amount Requested	$95,517.12	$79,597.60	$15,919.52
2027 Budget*	$ 3,288,552.00		
Amount Spent Year-to-Date	$ -		
2027 Budget Balance Available		$ 3,288,552.00	
Budget Balance After Award		$ 3,208,954.40	

Please indicate category *(O&M or Capital).

[X] **O&M**

[ ] **Capital**

Project Bldg Svcs Grounds R2024

Expenditure Organization 0363300 Managers Office Building Services Grounds

Expenditure Type Contracted Svc-Other

Task Admin Expense

Comments:

Expenditure Type	Budget	Actual	Available
	$ -	$ -	$ -
	$ -	$ -	$ -
			$ -

APPROVED:

Katrina Cooper — **8/31/2026**

Budget & Financial Planning — **Date**

Rev. 11/01/2018

Contractor: **Enlightenment Inc. dba APS Facility Maintenance**
11/4/2026

Contract Number: 12563
(*formerly Contract No. C2649*)

	Actions	**Date**	**Amount**
Original Award 3.01.23			**$92,735.16**
Increase and Renewal (Change Order No. 1)	This change was to renew the current contract for the first of four (4) annual renewals for the period covering March 1, 2025 through February 28, 2026 in the amount of $92,735.16, with no increase in rates from the initial term.	12/18/2024	$92,735.16
Increase and Renewal (Change Order No. 2)	This change was to renew the current contract for the second of four (4) annual renewals for the period covering March 1, 2026 through February 28, 2027 in the amount of $95,517.12 which reflects a negotiated 3% increase in rates from the previous term. This increase ensures that Enlightenment Inc. dba APS Facility Maintenance can continue delivering the highest quality of service, materials, and staffing for the scope of work.	12/3/2025	$95,517.12
Current Contract Amount			$280,987.44
Amount Paid to Date as of 10.15.2026			$200,393.38
Current Contract Balance			$80,594.06
Increase amd Renewal (Change Order No. 3)	***This change is to increase and renew the current contract for the third of four (4) annual renewals for the period covering March 1, 2027 through February 28, 2028 in the amount of $95,517.12 with no increase in rates from the previous term.***	***11/4/2026***	***$95,517.12***
Available Balance			***$176,111.18***
Cumulative Contract Value			***$376,504.56***

Note: MLGW's Building Services Grounds Department will utilize the remaining balance towards the remainder of the current term.

CONTRACT CHANGE FORM

MEMPHIS LIGHT, GAS AND WATER DIVISION **CONTRACT CHANGE NO. 3**
CITY OF MEMPHIS **DATE OF CHANGE November 4, 2026**
CONTRACT NUMBER 12563 *(formerly Contract No. C2649)* **SHEET 1 OF 3**

TO: LORENZO MYRICK

ENLIGHTENMENT INC. DBA APS FACILITY MAINTENANCE

3320 EAST SHELBY DRIVE

MEMPHIS, TN 38118

YOU ARE ADVISED THAT THE MEMPHIS LIGHT, GAS AND WATER DIVISION, CITY OF MEMPHIS, MEMPHIS, TENNESSEE HEREBY AUTHORIZED THE FOLLOWING CHANGE IN REGARD TO THE ABOVE CONTRACT NUMBER. CONTRACTOR AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF SAID CONTRACT AND PREVIOUS CHANGES.

THE PROJECT SCOPE IS TO FURNISH ALL SUPERVISION LABOR, TRANSPORTATION, MATERIALS, CHEMICALS, EQUIPMENT, FUEL, TOOLS, AND SUPPLIES AS REQUIRED TO PERFORM SPRAYING, TRIMMING, LIMB REMOVAL, WEED-EATING, AND GROUNDS MAINTENANCE DUTIES AT MLGW COMMUNITY OFFICES. THE CONTRACT AWARD WAS SELECTED BASED ON THE LOWEST AND BEST BID USING THE SEALED BID PROCESS.

THIS CHANGE IS TO INCREASE AND RENEW THE CURRENT CONTRACT FOR THE THIRD OF FOUR (4) ANNUAL RENEWALS FOR THE PERIOD COVERING MARCH 1, 2027 THROUGH FEBRUARY 28, 2028 IN THE AMOUNT OF $95,517.12 WITH NO INCREASE IN RATES FROM THE PREVIOUS TERM. THIS INCREASE AND RENEWAL COMPLIES WITH ALL APPLICABLE LAWS AND POLICIES. THE NEW CONTRACT VALUE IS $376,504.56.

CHANGE IN CONTRACT PRICE:

Contract Amount	**$280,987.44**	
Change Amount	**$ 95,517.12**	**Increase and Renewal *(Change No. 3)***
Total Contract Amount	**$376,504.56**	

APPROVED BY THE BOARD OF LIGHT, GAS AND WATER COMMISSIONERS

APPROVED BY THE PRESIDENT **DATE**

Docusign Envelope ID: F86BDAA9-2A5C-8FAB-80D8-7BD6872C335D

Facility Maintenance
3220 E. Shelby Drive | Memphis, TN 38118

August 19, 2026

Memphis Light, Gas and Water Division
Attn: Andrew Stanley
Shared Service Analyst

RE: Contract C2649 - Flower Planting and Mulch Maintenance and Turf Area Management - Third Renewal

Dear Mr. Stanley:

APS Facility Maintenance hereby confirms our agreement to renew **MLGW Contract C2649 - Flower Planting and Mulch Maintenance and Turf Area Management** for the **third renewal term**, covering **March 1, 2027 through February 28, 2028**.

APS Facility Maintenance agrees to continue providing the services outlined under Contract C2649. **The current rates will remain the same, and the yearly contract renewal amount will be $95,517.12 for the March 1, 2027 through February 28, 2028 renewal period.**

We appreciate the opportunity to continue providing services to Memphis Light, Gas and Water Division and look forward to another successful contract year.

Should you require any additional information or documentation, please contact us.

Respectfully,

Melissa Myrick
Vice President
APS Facility Maintenance
3220 E. Shelby Drive
Memphis, TN 38118

Signed by:
Charles Barnes
9E89D753B5FE44E...

RESOLUTION SUMMARY

1. **Short Title Description – Contract No. 12553 (*formerly Contract No. C2607*) – Well Lots Turf Management**

2. **Requested Funding – $186,332.29 ($166,332.29 Renewal amount plus $20,000.00 in contingency)**

3. **Award Duration – Increase and the Third of four (4) annual renewals (February 1, 2027 through January 31, 2028)**

4. **Type of Bid – Sealed bid**

5. **Awarded To – Turf Doctors L&M, LLC**

6. **Plain Language Description – This contract is for grounds maintenance for well lots at various MLGW locations.**

7. **Impact – This contract will help ensure our well lots are maintained properly.**

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
November 4, 2026

The Director of Procurement, Contracts and Strategic Sourcing recommends to the Board of Light, Gas and Water Commissioners the approval of the Increase and Renewal (*Change No. 3*) to Contract No. 12553, (*formerly Contract No. C2607*), Well Lots Turf Management with Turf Doctors L&LM, LLC to increase and renew the current contract in the funded amount of $186,332.29.

The project scope is to furnish all required supervision, labor, materials, transportation, equipment, gasoline, and tools necessary to perform trimming, weed-eating, brush clearing, fence clearing, mowing, removing debris/trash and discarded items, and other grounds maintenance duties throughout Shelby County, Tennessee. The contract award was selected based on the lowest and best bid using the Sealed Bid process.

This change is to increase and renew the current contract for the third of four (4) annual renewal terms for the period covering February 1, 2027 through January 31, 2028 in the amount of $166,332.29 with no increase in rates from the previous term. Additionally, MLGW is requesting contingency funds in the amount of $20,000.00 for any unforeseen circumstances. The total funded amount of this renewal is $186,332.29. This increase and renewal complies with all applicable laws and policies. The new contract value is $638,405.05.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of the Increase and Renewal (*Change No. 3*) to Contract No. 12553, (*formerly Contract No. C2607*), Well Lots Turf Management with Turf Doctors L&LM, LLC to increase and renew the current contract in the funded amount of $186,332.29, as outlined in the above preamble, is approved; and further,

THAT, the President, or his designated representative is authorized to execute the Increase and Renewal.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 4, 2026 approved the Increase and Renewal (*Change No. 3*) to Contract No. 12553, *(formerly Contract No. C2607*), Well Lots Turf Management with Turf Doctors L&LM, LLC to increase and renew the current contract in the funded amount of $186,332.29, and is now recommending to the Council of the City of Memphis that it approves said increase and renewal as approved; and

WHEREAS, the project scope is to furnish all required supervision, labor, materials, transportation, equipment, gasoline, and tools necessary to perform trimming, weed-eating, brush clearing, fence clearing, mowing, removing debris/trash and discarded items, and other grounds maintenance duties throughout Shelby County, Tennessee. The contract award was selected based on the lowest and best bid using the Sealed Bid process; and

WHEREAS, this change is to increase and renew the current contract for the third of four (4) annual renewal terms for the period covering February 1, 2027 through January 31, 2028 in the amount of $166,332.29 with no increase in rates from the previous term. Additionally, MLGW is requesting contingency funds in the amount of $20,000.00 for any unforeseen circumstances. The total funded amount of this renewal is $186,332.29. This increase and renewal complies with all applicable laws and policies. The new contract value is $638,405.05; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved the Increase and Renewal (*Change No. 3*) to Contract No. 12553, (*formerly Contract No. C2607*), Well Lots Turf Management with Turf Doctors L&LM, LLC to increase and renew the current contract in the funded amount of $186,332.29 as approved.

BOARD RESOLUTION TRANSMITTAL

Board Meeting Date: 11/4/2026

Expenditure Org Executive: Dr. Von Goodloe
Procurement Contracts Specialist: TaShay Yates

Contract Number: 12553 (*formerly Contract C2607*)
Purchase Commodity:
Other (Non-Procurement Items):

Responsible Group (Requesting Area/ Contact Person) (Telephone number/email address)	**Building Services Grounds / Charles Barnes / 901-524-7981 / charles.barnes@mlgw.org**
Scope: Contract _X___ **Purchase** ____ **Other** ____	**The project scope is to furnish all required supervision, labor, materials, transportation, equipment, gasoline, and tools necessary to perform trimming, weed-eating, brush clearing, fence clearing, mowing, removing debris/trash and discarded items, and other grounds maintenance duties throughout Shelby County, Tennessee.**
Explanation of Action. *(Contract/Purchase invoice payments, land purchase, dues, other)*	**This change is to increase and renew the current contract for the third of four (4) annual renewal terms for the period covering February 1, 2027 through January 31, 2028.**
Where will the work take place? *(MLGW facility or jobsite, etc.)*	**The work will take place at various locations throughout Shelby County, Tennessee.**
Why the need exists? (Contract/Purchase invoice payments, land purchase, dues, other)	**The need exists to provide turf management services to MLGW's Well Lots.**
Are there any anticipated vendor issues? (If so, please explain)	**No**
Are there any contract services, labor or IBEW issues? If yes, has cost comparison been provided to IBEW? Date Provided?	**Yes, the cost comparison was provided on August 26, 2026.**
Is there a Budget deficit? If yes, please explain why. Identify in the Budget section below the area, charge code and amount which will absorb the shortfall.	**No**
If applicable, how was the recommendation determined? (Bid, RFQ or RFP) **Sealed bid**	

BUDGET:

	Total	In 2027 Budget Year	After Budget Year
Amount Requested	$186,332.29	$186,332.29	
2027 Budget*	$ 3,288,552.00		
Amount Spent Year-to-Date	$ -		
2027 Budget Balance Available		$ 3,288,552.00	
Budget Balance After Award		$ 3,102,219.71	

***Please indicate category *(O&M or Capital)*.**

[X] **O&M**
[ ] **Capital**

Project Bldg Svcs Grounds R2024
Expenditure Organization 0363300 Managers Office Building Services Grounds
Expenditure Type Contracted Svc-Other
Task Admin Expense

Comments:

Expenditure Type	Budget	Actual	Available
	$ -	$ -	$ -
	$ -	$ -	$ -
			$ -

APPROVED:

Katrina Cooper
Budget & Financial Planning

8/31/2026
Date

Rev. 11/01/2018

Contractor: **Turf Doctors L&LM, LLC**
11/4/2026

Contract Number: 12553
(*formerly Contract No. C2607*)

	Actions	**Date**	**Amount**
Original Award 12.5.2023			**$139,998.56**
Renewal (Change Order No. 1)	This change was to renew the current contract for the first of four (4) annual renewal terms for the period covering February 1, 2025 through January 31, 2026 in the amount of $152,598.43, which reflects a negotiated 9% increase in cost from the initial award. The increase is due to increases in fertilizer, fuel, equipment maintenance, and labor costs. Additionally, MLGW is requesting contingency funds in the amount of $11,000.00 for any unforeseen circumstances. The total funded amount of this renewal is $163,598.43; of which $37,856.52 will be absorbed from the current contract balance. The total requested amount for this renewal is $125,741.91.	12/4/2024	$125,741.91
Renewal (Change Order No. 2)	This change was to renew the current contract for the second of four (4) annual renewal terms for the period covering February 1, 2026 through January 31, 2027 in the amount of $166,332.29, which reflects a negotiated 9% decrease in cost from the previous term. Additionally, MLGW is requesting contingency funds in the amount of $20,000.00 for any unforeseen circumstances. The total funded amount of this renewal was $186,332.29.	10/15/2025	$186,332.29
Current Contract Amount			**$452,072.76**
Amount Paid to Date as of 10.19.26			$369,974.42
Current Contract Balance			$82,098.34
Increase and Renewal (Change Order No. 3)	***This change is to increase and renew the current contract for the third of four (4) annual renewal terms for the period covering February 1, 2027 through January 31, 2028 in the amount of $166,332.29 with no increase in rates from the previous term. Additionally, MLGW is requesting contingency funds in the amount of $20,000.00 for any unforeseen circumstances. The total funded amount of this renewal is $186,332.29.***	***11/4/2026***	***$186,332.29***
Available Balance			***$268,430.63***
Cumulative Contract Value			***$638,405.05***

Note: MLGW's Building Services Grounds Department will utilize the remaining balance for services to be rendered through the current term of January 31, 2027.

CONTRACT CHANGE FORM

MEMPHIS LIGHT, GAS AND WATER DIVISION **CONTRACT CHANGE NO. 3**
CITY OF MEMPHIS **DATE OF CHANGE NOVEMBER 4, 2026**
CONTRACT NUMBER 12553 (*formerly Contract No. C2607*) **SHEET 1 OF 2**

TO: BRIAN JOHNSON

TURF DOCTORS L&LM, LLC

6076 HIGHWAY 51

MILLINGTON, TN 38053

YOU ARE ADVISED THAT THE MEMPHIS LIGHT, GAS AND WATER DIVISION, CITY OF MEMPHIS, MEMPHIS, TENNESSEE HEREBY AUTHORIZES THE FOLLOWING CHANGE IN REGARD TO THE ABOVE CONTRACT NUMBER. THE CONTRACTOR AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF SAID CONTRACT AND PREVIOUS CHANGES.

THE PROJECT SCOPE IS TO FURNISH ALL REQUIRED SUPERVISION, LABOR, MATERIALS, TRANSPORTATION, EQUIPMENT, GASOLINE, AND TOOLS NECESSARY TO PERFORM TRIMMING, WEED-EATING, BRUSH CLEARING, FENCE CLEARING, MOWING, REMOVING DEBRIS/TRASH AND DISCARDED ITEMS, AND OTHER GROUNDS MAINTENANCE DUTIES THROUGHOUT SHELBY COUNTY, TENNESSEE. THE CONTRACT AWARD WAS SELECTED BASED ON THE LOWEST AND BEST BID RECEIVED USING THE SEALED BID PROCESS.

THIS CHANGE IS TO INCREASE AND RENEW THE CURRENT CONTRACT FOR THE THIRD OF FOUR (4) ANNUAL RENEWAL TERMS FOR THE PERIOD COVERING FEBRUARY 1, 2027 THROUGH JANUARY 31, 2028 IN THE AMOUNT OF $166,332.29 WITH NO INCREASE IN RATES FROM THE PREVIOUS TERM. ADDITIONALLY, MLGW IS REQUESTING CONTINGENCY FUNDS IN THE AMOUNT OF $20,000.00 FOR ANY UNFORESEEN CIRCUMSTANCES. THE TOTAL FUNDED AMOUNT OF THIS RENEWAL IS $186,332.29. THIS INCREASE AND RENEWAL COMPLIES WITH ALL APPLICABLE LAWS AND POLICIES. THE NEW CONTRACT VALUE IS $638,405.05.

CHANGE IN CONTRACT PRICE:

Contract Value	**$452,072.76**
Change Amount	**$186,332.29 – Increase and Renewal (*Change No. 3*)**
Total Contract Amount	**$638,405.05**

APPROVED BY THE BOARD OF LIGHT, GAS AND WATER COMMISSIONERS

APPROVED BY THE PRESIDENT **DATE**

Docusign Envelope ID: BD3E001D-C238-812E-8009-C30DFA6A2B2C

TURF DOCTORS
LAWN & LANDSCAPE MAINTENANCE

6076 Highway 51 North ● Millington, TN 38053
accountsmanagement@tnturfdrs.com
1(901) 872-2989 (office) ● 1(901) 531-8398 (fax)
www.tnturfdocs.com

Thursday, August 20, 2026

Subject: Contract 12553

MLGW Administration,

Turf Doctors L&LM, LLC would like to renew Contract 12553.

The current contract amount is an annual amount of $166,332.29 for the period of February 1, 2026 – January 31, 2027. We agree to keep the contract amount of $166,332.29 for the upcoming period of February 1, 2027 – January 31, 2028.

All other specifications of the initial contract will remain in place.

Please accept this as Turf Doctors L&LM, LLC official Letter of Intent to renew the above-mentioned contract number C12553.

Respectfully,

Brian Johnson

Brian Johnson

Owner, President of Turf Doctors L&LM, LLC

tnturfdoctors@gmail.com (owner)

Signed by:
Charles Barnes
9E89D753B5FE44E...

8/26/2026

RESOLUTION SUMMARY

1. **Short title description – Contract No. 12378 – Fleet Maintenance**

2. **Funded Amount - $200,000.00**

3. **Award Duration – Increase and the Fourth and final renewal (January 1, 2027 through December 31, 2027)**

4. **Type of Bid – RFP**

5. **Awarded to – Goodyear Commercial Tire and Service Centers**

6. **Plain Language Description – This contract is to provide transportation tires for MLGW's fleet.**

7. **Impact – This contract will keep MLGW's fleet vehicles safe and operational.**

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
November 4, 2026

The Director of Procurement and Contracts & Strategic Sourcing recommends to the Board of Light, Gas and Water Commissioners the approval of the Increase and Renewal (*Change No. 4*) to Contract No. 12378, Fleet Maintenance with Goodyear Commercial Tire and Service Centers to increase and renew the current contract in the funded amount of $200,000.00.

The project scope is to provide tires and tire services for automobiles, trucks, and equipment for eight (8) garages within the MLGW Transportation Department. The contract award was based on the Request for Proposal ("RFP") evaluation process.

This change is to increase and renew the current contract for the fourth and final annual renewal term for the period covering January 1, 2027 through December 31, 2027 in the amount of $1,027,512.00 based on estimated tire quantities with a 2.36% increase in rates from the previous term. The rate increase is due to material and energy cost, labor and operational expenses, and inflation. The amount of $827,512.00 will be absorbed from the current contract value; therefore, the total requested amount of this renewal is $200,000.00. This increase and renewal comply with all applicable laws and policies. The new contract value is $4,382,004.00.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of the Increase and Renewal (*Change No. 4)* to Contract No. 12378, Fleet Maintenance with Goodyear Commercial Tire and Service Centers to increase and renew the current contract in the funded amount of $200,000.00, as outlined in the above preamble, is approved; and further

THAT, the President, or his designated representative is authorized to execute the Increase and Renewal.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 4, 2026 approved the Increase and Renewal (*Change No. 4*) to Contract No. 12378, Fleet Maintenance with Goodyear Commercial Tire and Service Centers to increase and renew the current contract in the funded amount of $200,000.00, and is now recommending to the Council of the City of Memphis that it approves said increase and renewal as approved; and

WHEREAS, the project scope is to provide tires and tire services for automobiles, trucks, and equipment for eight (8) garages within the MLGW Transportation Department. The contract award was based on the Request for Proposal ("RFP") evaluation process; and

WHEREAS, this change is to increase and renew the current contract for the fourth and final annual renewal term for the period covering January 1, 2027 through December 31, 2027 in the amount of $1,027,512.00 based on estimated tire quantities with a 2.36% increase in rates from the previous term. The rate increase is due to material and energy cost, labor and operational expenses, and inflation. The amount of $827,512.00 will be absorbed from the current contract value; therefore, the total requested amount of this renewal is $200,000.00. This increase and renewal comply with all applicable laws and policies. The new contract value is $4,382,004.00; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved the Increase and Renewal (*Change No. 4*) to Contract No. 12378, Fleet Maintenance with Goodyear Commercial Tire and Service Centers to renew and increase the current contract in the funded amount of $200,000.00 as approved.

BOARD RESOLUTION TRANSMITTAL

Expenditure Org Executive: Dr. Von Goodloe
Specialist: Arma Orr/Shelby Collins

Board Meeting Date: 11/4/2026
Contract Number: 12378
Purchase Commodity:
Other (Non-Procurement Items):

Responsible Group (Requesting Area/ Contact Person) (Telephone number/email address)	**Transportation Department/0360220/Richard Smith/320-1473/rsmith3@mlgw.org**
Scope: Contract __X__ Purchase ____ Other ____	**The project scope is to provide tires and tire services for automobiles, trucks, and equipment for eight (8) garages within the MLGW Transportation Department.**
Explanation of Action. *(Contract/Purchase invoice payments, land purchase, dues, other)*	**This change is to increase and renew the current contract for the fourth and final annual renewal term for the period covering January 1, 2027 through December 31, 2027 in the amount of $200,000.00.**
Where will the work take place? *(MLGW facility or jobsite, etc.)*	**The work will take place throughout Memphis and Shelby County, Tennessee.**
Why the need exists?	**The need exists to purchase tires and make repairs for MLGW's vehicles and equipment.**
Are there any anticipated vendor issues? (If so, please explain)	**No**
Are there any contract services, labor or IBEW issues? If yes, has cost comparison been provided to IBEW? Date Provided?	**No**
Is there a Budget deficit? If yes, please explain why. Identify in the Budget section below the area, charge code and amount which will absorb the shortfall.	**No**
If applicable, how was the recommendation determined?	**RFP**

BUDGET:

	Total	In 2027 Budget Year	After Budget Year
Amount Requested	$ 200,000.00	$ 200,000.00	$ -
2027 Budget*	$ 1,027,512.00		
Amount Spent Year-to-Date			
2027 Budget Balance Available		$ 1,027,512.00	
Budget Balance After Award		$ 827,512.00	

Please indicate category *(O&M or Capital).

[X] **O&M**
[ ] **Capital**

Project Fleet Maintenance
Expenditure Organization 0364200 Manager Transportation and Fleet Services
Expenditure Type eAM Contracted Svcs
Task Fleet Maintenance

Comments:

Expenditure Type	Budget	Actual	Available
	$ -	$ -	$ -
	$ -	$ -	$ -
			$ -

APPROVED:

Katrina Cooper — **9/29/2026**

Budget & Financial Planning — **Date**

Rev. 11/01/2018

Contractor: **Goodyear Commercial Tire & Service Center**
11/4/2026

Contract Number: 12378

	Actions	**Date**	**Amount**
Original Award 01.01.23			**$1,100,000.00**
Ratification, Increase and Renewal (Change Order No. 1)	This change was to ratify and renew the current contract for the first of four (4) annual renewal terms for the period covering January 1, 2024 through December 31, 2024 in the funded amount of $1,144,008.00, based on estimated tire quantities, which reflected an average increase of 4% from the initial term. In addition, the renewal included an increase in service calls from $51.00 per hour to $55.00 per hour and the truck/trailer industrial tire mount increased from $10.50 per mount to $12.50 per mount. The 4% consisted of the increase in the cost of tires (an average 1.25%), hourly service call fee, and any other unforeseen costs due to inflation and supply chain issues.	12/6/2023	$1,144,008.00
Increase and Renewal (Change Order No. 2)	This change was to renew the current contract for the second of four (4) annual renewal terms for the period covering January 1, 2025 through December 31, 2025 in the amount of $1,042,279.40, based on estimated tire quantities with no increase in rates from the previous term. The amount of $92,279.40 was absorbed from the current contract value; therefore, the total requested amount of this renewal was $950,000.00.	11/6/2024	$950,000.00
Increase and Renewal (Change Order No. 3)	This change was to renew the current contract for the third of four (4) annual renewal terms for the period covering January 1, 2026 through December 31, 2026 in the amount of $1,246,325.00 based on estimated tire quantities with no increase in rates from the previous term. The amount of $258,329.00 was absorbed from the current contract value; therefore, the total requested amount of this renewal was $987,996.00.	11/5/2025	$987,996.00
Current Contract Amount			**$4,182,004.00**
Amount Paid to Date as of 10.22.26			$3,076,154.97
Current Contract Balance			$1,105,849.03
Increase and Renewal (Change Order No. 4)	***This change is to increase and renew the current contract for the fourth and final annual renewal term for the period covering January 1, 2027 through December 31, 2027 in the amount of $1,027,512.00 based on estimated tire quantities with a 2.36% increase in rates from the previous term. The rate increase is due to material and energy cost, labor and operational expenses, and inflation. The amount of $827,512.00 will be absorbed from the current contract value; therefore, the total requested amount of this renewal is $200,000.00.***	***11/4/2026***	***$200,000.00***
Available Balance			***$1,305,849.03***
Cumulative Contract Value			***$4,382,004.00***

****The Transportation and Fleet Services Department will allocate the remaining balance to pay anticipated invoices for the current term through December 31, 2026 and partially fund the final renewal term for the period of January 1, 2027 through December 31, 2027.**

CONTRACT CHANGE FORM

MEMPHIS LIGHT, GAS AND WATER DIVISION **CONTRACT CHANGE NO. 4**
CITY OF MEMPHIS **DATE OF CHANGE NOVEMBER 4, 2026**
CONTRACT NUMBER 12378 **SHEET 1 OF 3**

TO: MR. ADAM KEENUM

GOODYEAR COMMERCIAL TIRE AND SERVICE CENTERS

3085 BELLBROOK DRIVE

MEMPHIS, TN 38116

YOU ARE ADVISED THAT THE MEMPHIS LIGHT, GAS AND WATER DIVISION, CITY OF MEMPHIS, MEMPHIS, TENNESSEE HEREBY AUTHORIZES THE FOLLOWING CHANGE IN REGARD TO THE ABOVE CONTRACT NUMBER. CONTRACTOR AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF SAID CONTRACT AND PREVIOUS CHANGES.

THE PROJECT SCOPE IS TO PROVIDE TIRES AND TIRE SERVICES FOR AUTOMOBILES, TRUCKS, AND EQUIPMENT FOR EIGHT (8) GARAGES WITHIN THE MLGW TRANSPORTATION DEPARTMENT. THE CONTRACT AWARD WAS BASED ON THE REQUEST FOR PROPOSAL ("RFP") EVALUATION PROCESS.

THIS CHANGE IS TO INCREASE AND RENEW THE CURRENT CONTRACT FOR THE FOURTH AND FINAL ANNUAL RENEWAL TERM FOR THE PERIOD COVERING JANUARY 1, 2027 THROUGH DECEMBER 31, 2027 IN THE AMOUNT OF $1,027,512.00 BASED ON ESTIMATED TIRE QUANTITIES WITH A 2.36% INCREASE IN RATES FROM THE PREVIOUS TERM. THE RATE INCREASE IS DUE TO MATERIAL AND ENERGY COST, LABOR AND OPERATIONAL EXPENSES, AND INFLATION. THE AMOUNT OF $827,512.00 WILL BE ABSORBED FROM THE CURRENT CONTRACT VALUE; THEREFORE, THE TOTAL REQUESTED AMOUNT OF THIS RENEWAL IS $200,000.00. THIS INCREASE AND RENEWAL COMPLY WITH ALL APPLICABLE LAWS AND POLICIES. THE NEW CONTRACT VALUE IS $4,382,004.00.

CHANGE IN CONTRACT PRICE:

Contract Amount	**$**	**4,182,004.00**
Change Amount	**$**	**200,000.00 – Increase and Renewal (*Change No. 4*)**
Total Contract Amount	**$**	**4,382,004.00**

APPROVED BY THE BOARD OF LIGHT, GAS AND WATER COMMISSIONERS

APPROVED BY THE PRESIDENT **DATE**

GOODYEAR
COMMERCIAL TIRE & SERVICE CENTERS

Memphis Light Gas & Water Division City
of Memphis, Tennessee
220 South Main St
Memphis, TN 38103

October 2, 2026

Subject: 2027 Renewal of Contract 123378 – Tire & Tire Services

Please accept this letter as an official renewal of Contract 12378 – Tire & Tire Services, between The Goodyear Commercial Tire & Service Centers and Memphis Light Gas and Water valid through 12/31/2027.

The pricing for the 2027 term is updated in the 2027 pricing pages.

Please contact Adam Keenum, Metro Manager at (901-331-8248) should you have any questions.

Sincerely,

Christian Gadzinski

VP Commercial Service Network Global

The Goodyear Tire & Rubber Company

James B. Chandler
Lead Supervisor, Transportation
Memphis Light, Gas, and Water Division

2026 Extension of Contract 12378- Tire & Tire Services

(1.) PASSENGER AND LIGHT TRUCK TIRES (ITEMS 1-29)

ITEM NO.	TIRE SIZE	MANUFACTURER	TRADE NAME	EST. QTY.	UNIT PRICE	TOTAL	2027 PRICE	Total	2027 TRADE NAME	Product Code	2027 PRICE	Price Change
	235/65R16C	Goodyear	131195995 235/65R16C E 121/119R WRL WH HT C-TYPE	15	$ 137.38	$ 2,060.70	$ 140.40	$ 2,106.00		131195995	$ 140.40	2.20%
	P225/65R16	Goodyear	407786374 225/65R16 100T SL ASSURANCE ALL-SEASON	15	$ 83.45	$ 1,251.75	$ 86.29	$ 1,294.35		407786374	$ 86.29	3.40%
	LT225/75R16	Goodyear	131748875 LT225/75R16 115R E WRL WORKHORSE HT	15	$ 131.27	$ 1,969.05	$ 131.27	$ 1,969.05		131748875	$ 131.27	0.00%
	225/65R16	Goodyear	407786374 225/65R16 100T SL ASSURANCE ALL-SEASON				$ 86.29	$ 86.29		407786374	$ 86.29	N/A
	225/65R17	Goodyear	407285374 225/65R17 102T SL ASSURANCE ALL-SEASON				$ 101.00	$ 101.00		407285374	$ 101.00	N/A
	P235/70R17	Goodyear	480078855 235/70R17 109T XL WRL WORKHORSE AT BSL	15	$ 138.00	$ 2,070.00	$ 142.69	$ 2,140.35		480078855	$ 142.69	3.40%
	LT235/75R15	Goodyear	312008027 LT235/75R15 104/101Q C WRL DURATRAC	20	$ 155.72	$ 3,114.40	$ 155.72	$ 3,114.40		312008027	$ 155.72	0.00%
	P235/75R17	Goodyear	758089572 235/75R17 109T SL WRL AT Adventure BS	30	$ 135.00	$ 4,050.00			This product discontinued and replaced with:			
	235/75R17	Goodyear	171271049 235/75R17 SL 109T COOPER DISCO ROAD TRAIL AT	30			$ 124.20	$ 3,726.00	Replacement	171271049	$ 124.20	-8.70%
	P225/50R17	Goodyear	407372374 225/50R17 94V SL ASSURANCE ALL-SEASON	90	$ 100.82	$ 9,073.80	$ 102.37	$ 9,213.30		407372374	$ 102.37	1.54%
	245/70R17	Goodyear	116080652 245/70R17 110T SL WRL WORKHORSE HT OWL	50	$ 117.76	$ 5,888.00	$ 121.76	$ 6,088.00		116080652	$ 121.76	3.40%
	LT245/75R16	Goodyear	131747875 LT245/75R16 120R E WRL WORKHORSE HT BSL	80	$ 123.90	$ 9,912.00	$ 125.00	$ 10,000.00		131747875	$ 125.00	0.89%
	LT245/75R16	Goodyear	176103991 LT245/75R16 E 120/116R WRL DURATRAC RT	15	$ 184.31	$ 2,764.65	$ 184.31	$ 2,764.65		176103991	$ 184.31	0.00%
	LT245/75R17	Goodyear	481104855 LT245/75R17 E 121S WRL Workhorse AT	15	$ 161.35	$ 2,420.25		$ -	This product discontinued and replaced with:			
	LT245/75R17	Goodyear	481104004 LT245/75R17 121S E WRL WORKHORSE AT 2	15			$ 166.84	$ 2,502.60	Replacement	481104004	$ 166.84	3.29%
	255/70R17	Goodyear	480067002 255/70R17 112T SL WRL WORKHORSE AT 2 OWL				$ 165.82	$ 165.82		480067002	$ 165.82	N/A
	LT265/70R17	Goodyear	176294991 LT265/70R17 E 123/120S WRL DURATRAC RT	15	$ 206.00	$ 3,090.00	$ 206.00	$ 3,090.00		176294991	$ 206.00	0.00%
	245/60R18	Goodyear	116078632 245/60R18 105T SL WRL WORKHORSE HT BSL				$ 124.20	$ 124.20		116078632	$ 124.20	N/A
	255/65R18	Goodyear	116003632 255/65R18 111T SL WRL WORKHORSE HT BSL				$ 128.00	$ 128.00		116003632	$ 128.00	N/A
	LT275/65R18	Goodyear	748965571 LT275/65R18 123S E WRL AT ADVENTURE	155	$ 213.20	$ 33,046.00		$ -	This product discontinued and replaced with:			
	LT275/65R18	Goodyear	755012001 LT275/65R18 123/120R E WRL OUTBOUND AT	155			$ 220.00	$ 34,100.00	Replacement	755012001	$ 220.00	3.09%
	LT275/65R18	Goodyear	176092991 LT275/65R18 E 123/120R WRL DURATRAC RT	155	$ 239.46	$ 37,116.30	$ 225.00	$ 34,875.00		176092991	$ 225.00	-6.04%
	P215/60R16	Goodyear	413571582 215/60R16 95V SL ASSURANCE COMFORTDRIVE	15	$ 102.60	$ 1,539.00	$ 100.00	$ 1,500.00		413571582	$ 100.00	-2.53%
	LT265/70R18	Goodyear	481014003 LT265/70R18 124S E WRL WORKHORSE AT 2				$ 206.73	$ 206.73		481014003	$ 206.73	N/A
	LT265/75R16	Goodyear	312034142 LT265/75R16 123/120P E WRL Duratrac B	95	$ 220.56	$ 20,953.20	$ 220.56	$ 20,953.20		312034142	$ 220.56	0.00%
	LT275/65R18	Goodyear	176092991 LT275/65R18 E 123/120R WRL DURATRAC RT	25	$ 239.46	$ 5,986.50	$ 225.00	$ 5,625.00		176092991	$ 225.00	-6.04%
	P215/60R16	Goodyear	413571582 215/60R16 95V SL ASSURANCE COMFORTDRIVE	15	$ 102.60	$ 1,539.00	$ 100.00	$ 1,500.00		413571582	$ 100.00	-2.53%
	P245/65R17	Goodyear	116081632 245/65R17 107T SL WRL WORKHORSE HT BSL	25	$ 111.62	$ 2,790.50	$ 115.42	$ 2,885.50		116081632	$ 115.42	3.40%

(2.) FLAT REPAIR

TIRE CATEGORIES	EST. QTY.	UNIT PRICE	TOTAL			TIRE CATEGORIES		
LIGHT DUTY TIRE REPAIRS	300	$10.82	$3,244.50	$11.17	$3,351.00	LIGHT DUTY TIRE REPAIRS	$ 11.17	3.28%
LIGHT DUTY TIRE MOUNT	775	$8.76	$6,785.13	$9.04	$7,006.00	LIGHT DUTY TIRE MOUNT	$ 9.04	3.26%
SERVICE CALL	400	$56.65	$22,660.00	$58.49	$23,396.00	SERVICE CALL	$ 58.49	3.25%
			$ 183,324.73		$ 184,012.44			

3.) SCRAP DISPOSAL

	EST. QTY.	UNIT PRICE	TOTAL					
SCRAP TIRE DISPOSAL	1150	$4.12	$4,738.00	$4.25	$4,887.50	SCRAP TIRE DISPOSAL	$ 4.25	3.16%

TOTAL PASSENGER & LIGHT DUTY TRUCK TIRE AND SERVICES (SECTIONS 1-3) $ 188,062.73 $ 188,899.94

(1.) INDUSTRIAL TIRES (ITEMS 1-12)

ITEM NO.	TIRE SIZE	MANUFACTURER	TRADE NAME	EST. QTY.	UNIT PRICE	TOTAL			TRADE NAME			
217-3050	11R22.5	Goodyear	138802674 G ENDURANCE RSA	450	$ 442.79	$ 199,255.50			138802674 G ENDURANCE RSA	Discontinued		
	11R22.5	Goodyear	138179674 H ENDURANCE RSA	450			$ 457.84	$ 206,028.00	138179674 H ENDURANCE RSA	Replacement	$ 457.84	3.40%
217-3075	11R22.5	Goodyear	138953265 G G622 RSD	100	$ 426.94	$ 42,694.00			138953265 G G622 RSD	Discontinued		
	11R22.5	Goodyear	138307265 H G622 RSD	100			$ 441.46	$ 44,146.00	138307265 H G622 RSD	Replacement	$ 441.46	3.40%
217-0052	12R22.5	Goodyear	138783674 12R225 H ENDURANCE RSA TL	50	$512.00		$ 529.41	$ 529.41		138783674	$ 529.41	N/A
	12.5-80-18	Deestone					$ 426.00	$ 426.00			$ 426.00	N/A
	14-17.5	Deestone					$ 592.00	$ 592.00			$ 592.00	N/A
	14.5/75R16.1	Deestone					$ 682.00	$ 682.00			$ 682.00	N/A
217-0120	21LX24	Deestone	1351226 D314 INDUSTRIAL TIRE	25	$700.00	$ 17,500.00	$ 723.80	$ 18,095.00	1351226 D314 INDUSTRIAL TIRE	1351226	$ 723.80	3.40%
217-0007	225/70R19.5	Goodyear	139172053 G G647 RSS	80	$ 287.44	$ 22,995.20	$ 297.21	$ 23,776.80	139172053 G G647 RSS	139172053	$ 297.21	3.40%
217-0224	225/70R19.5	Goodyear	139755205 128/126N G G622 RSD	60	$ 290.61	$ 17,436.60	$ 300.49	$ 18,029.40	139755205 128/126N G G622 RSD	139755205	$ 300.49	3.40%
217-0081	31X15.50X15	Deestone	1351202 D316 SKID	20	$ 255.33	$ 5,106.60	$ 264.01	$ 5,280.20	1351202 D316 SKID	1351202	$ 264.01	3.40%
	315/80R22.5 Steer	Goodyear	756146897 315/80R22.5 157/154K L ARMOR MAX MSA				$ 700.00	$ 700.00		756146897	$ 700.00	N/A
217-0082	385/65R22.5	Goodyear	756513897 158K ARMOR MAX MSA	25	$ 646.24	$ 16,156.00	$ 668.21	$ 16,705.25	756513897 158K ARMOR MAX MSA	756513897	$ 668.21	3.40%
217-0090	425/65R22.5	Goodyear	756160897 L ARMOR MAX MSA	200	$ 721.68	$ 144,336.00	$ 746.22	$ 149,244.00	756160897 L ARMOR MAX MSA	756160897	$ 746.22	3.40%

(2.) TRAILER TIRES

ITEM NO.	TIRE SIZE	MANUFACTURER	TRADE NAME	EST. QTY.	UNIT PRICE	TOTAL			TRADE NAME			
1	12X16.5	Deestone	1351237 D304 SKID STEER	5	$ 235.27	$ 1,176.35	$ 243.27	$ 1,216.35	1351237 D304 SKID STEER	1351237	$ 243.27	3.40%
2	ST205/75R15	Goodyear	724861519 ST205/75R15 107N LR-D ENDURANCE BSW TL				$ 108.00	$ 108.00		724861519	$ 108.00	N/A
3	ST225/75R15	Goodyear	724857519 ST225/75R15 117N LR-E ENDURANCE BSW TL				$ 125.00	$ 125.00		724857519	$ 125.00	N/A
4	ST235/80R16	Goodyear	724858519 ST235/80R16 123N LR-E ENDURANCE BSW TL				$ 140.96	$ 140.96		724858519	$ 140.96	N/A
5	ST235/85R16	Goodyear	724860519 ST235/85R16 125N LR-E ENDURANCE BSW TL				$ 156.35	$ 156.35		724860519	$ 156.35	N/A
6	215/75R17.5	Goodyear	756246567 H G114 LP STTL	900	$ 273.17	$ 245,853.00	$ 280.11	$ 252,099.00	756246567 H G114 LP STTL	756246567	$ 280.11	2.54%
7	235/75R17.5	Goodyear	756680641 235/75R17.5 143/ RH KMAX T BLT TL				$ 365.60	$ 365.60		756680641	$ 365.60	N/A
8	255/70R22.5	Goodyear	756067263 255/70R225 H G316 LHT FUEL MAX				$ 487.75	$ 487.75		756067263	$ 487.75	N/A
9	11R22.5 Trailer	Goodyear	138002853 11R22.5 H ENDURANCE RST				$ 528.05	$ 528.05		138002853	$ 528.05	N/A

(3.) RETREADS WITH CASING SUPPLIED BY CONTRACTOR

ITEM NO.	TIRE SIZE	MANUFACTURER	TRADE NAME	EST. QTY.	UNIT PRICE	TOTAL			TRADE NAME			
1	11R22.5	Goodyear	254086072 PCT G177M 27	500	$ 290.00	$ 145,000.00	$ 290.00	$ 145,000.00	254086072 PCT G177M 27	254086072	$ 290.00	0.00%

(4.) FLAT REPAIR

TIRE CATEGORIES	EST. QTY.	UNIT PRICE	TOTAL			TIRE CATEGORIES		
TRUCK/TRAILER INDUSTRIAL TIRE REPAIR	200	$15.97	$3,193.00	$16.48	$3,296.00	TRUCK/TRAILER INDUSTRIAL TIRE REPAIR	$ 16.48	3.23%
CONSTRUCTION/OFF ROAD TIRE REPAIR	150	$23.18	$3,476.25	$23.93	$3,589.50	CONSTRUCTION/OFF ROAD TIRE REPAIR	$ 23.93	3.26%
TRUCK/TRAILER INDUSTRIAL TIRE MOUNT	1900	$12.88	$24,462.50	$13.29	$25,251.00	TRUCK/TRAILER INDUSTRIAL TIRE MOUNT	$ 13.29	3.22%
CONSTRUCTION/OFF ROAD TIRE MOUNT	200	$19.57	$3,914.00	$20.21	$4,042.00	CONSTRUCTION/OFF ROAD TIRE MOUNT	$ 20.21	3.27%
SERVICE CALLS	1700	$56.65	$96,305.00	$58.49	$99,433.00	SERVICE CALLS	$ 58.49	3.25%

(5.) RETREAD RATES

ITEM NO.	TIRE SIZE	MANUFACTURER	TRADE NAME	EST. QTY.	UNIT PRICE	TOTAL			TRADE NAME			
1	11R22.5	Goodyear	254086072 PCT G177M 27	850	$205.00	$ 174,250.00	$ 205.00	$ 174,250.00	254086072 PCT G177M 27	254086072	$ 205.00	0.00%
2	215/75R17.5	Goodyear	254311027 PCT G159	300	$96.79	$ 29,037.00	$ 96.79	$ 29,037.00	254311027 PCT G159	254311027	$ 96.79	0.00%

TIRE CATEGORIES	EST. QTY.	UNIT PRICE	TOTAL			TIRE CATEGORIES		
TIRE REPAIR FOR RETREADING	200	$4.12	$824.00	$4.25	$850.00	TIRE REPAIR FOR RETREADING	$ 4.25	3.16%
SECTION REPAIR	200	$10.30	$2,060.00	$10.63	$2,126.00	SECTION REPAIR	$ 10.63	3.20%
NAIL HOLE REPAIR	200	$4.12	$824.00	$4.25	$850.00	NAIL HOLE REPAIR	$ 4.25	3.16%
BEAD REPAIR	250	$7.21	$1,802.50	$7.44	$1,860.00	BEAD REPAIR	$ 7.44	3.19%
SPOT REPAIR	900	$5.15	$4,635.00	$5.32	$4,788.00	SPOT REPAIR	$ 5.32	3.30%

(6.) TIRE FILL

TIRE CATEGORIES	EST. QTY.	UNIT PRICE	TOTAL			TIRE CATEGORIES		
PRICE PER POUND OF SOFT TIRE FOAM FILL	4000	$2.58	$10,300.00	$2.66	$10,640.00	PRICE PER POUND OF SOFT TIRE FOAM FILL	$ 2.66	3.30%
PRICE PER POUND OF MEDIUM TIRE FOAM FILL	4000	$2.58	$10,300.00	$2.66	$10,640.00	PRICE PER POUND OF MEDIUM TIRE FOAM FILL	$ 2.66	3.30%
PRICE PER POUND OF HARD TIRE FOAM FILL	7500	$2.58	$19,312.50	$2.66	$19,950.00	PRICE PER POUND OF HARD TIRE FOAM FILL	$ 2.66	3.30%

(7.) TIRE DISPOSAL

	EST. QTY.	UNIT PRICE	TOTAL					
SCRAP TIRE DISPOSAL	1000	$4.12	$4,120.00	$4.25	$4,250.00	SCRAP TIRE DISPOSAL	$ 4.25	3.16%

TOTAL INDUSTRAIL AND TRAILER TIRES AND SERVICES (SECTIONS 1-7) **$ 1,246,325.00** **$ 1,279,313.62**

Total passenger, light duty, industrial, and trailer **$ 1,434,387.73** **$ 1,468,213.56**

2.36% increase

RESOLUTION SUMMARY

1. **Short Title Description –** Fuel Ratification of Purchase Order Number 7046271

2. **Requested Funding –** No Additional Funds Are Requested

3. **Award Duration –** October 31, 2025 to November 19, 2025

4. **Type of Bid** – Ratification

5. **Awarded To –** Mansfield Oil Company of Gainesville, Inc.

6. **Plain Language Description –** To ratify Purchase Order Number 7046271 for unleaded and diesel fuel. Fuel is essential to the operational continuity of the Division, ensuring the reliable delivery of electric, gas and water services.

7. **Impact –** Purchase Order 7046271 was extended beyond its approved expiration date of October 30, 2025, pending receipt of the fully executed contract from the City of Memphis. This extension was necessary to maintain an uninterrupted supply of unleaded and diesel fuel for the Division.



EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
November 4, 2026

The Director of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it approves the ratification of Purchase Order Number 7046271 with Mansfield Oil Company of Gainesville, Inc. for fuel, with no increase in funds.

The purchase of unleaded and diesel fuel is essential to maintaining the Division's daily operations. The Division relies on a large fleet of vehicles and equipment that must remain operational at all times. The assets are critical for routine maintenance, emergency response, system repairs, construction activities, customer service functions, and storm-related restoration activities.

On August 16, 2023, the Board of Light, Gas, and Water Commissioners approved the ratification of Purchase Order Number 7046271. The approval allowed for the purchase of unleaded and diesel fuel under Contract Number 39897, totaling $539,977.86, with an option to extend the agreement for two additional one-year periods.

On December 20, 2023, the Board of Light, Gas, and Water Commissioners

ratified the extension and increase in the contract amount by $7,098,669.56 for Purchase Order Number 7046271 with Mansfield Oil Company of Gainesville, Inc.

On September 18, 2024, the Board of Light, Gas, and Water Commissioners approved the second option to extend the contract through October 30, 2025 and the additional amount of $6,391,555.44 for Purchase Order Number 7046271 with Mansfield Oil Company of Gainesville, Inc.

Approval is requested to ratify the extension of Purchase Order Number 7046271 through November 19, 2025. No additional funds are being requested to cover the extension. All existing terms and conditions will remain the same. The extension complies with all applicable laws and policies.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, subject to the consent and approval of the Council of the City of Memphis, approves the ratification of Purchase Order Number 7046271 with Mansfield Oil Company of Gainesville, Inc. as outlined in the foregoing preamble.

INTERDEPARTMENTAL MEMORANDUM

To: Camela Mitchell, Purchasing Supervisor

From: Debby White, Procurement Specialist II

Subject: Ratification Letter for Purchase Order # 7046271

Date: August 27, 2026

This memorandum requests ratification of Purchase Order No. 7046271, issued to Mansfield Oil Company of Gainesville on July 13, 2023, under joint fuel Contract No. 39897 with the City of Memphis. The contract expired on October 30, 2025.

The three-year term of Contract No. 39897 ended on October 30, 2025, the City of Memphis informed Memphis Light, Gas and Water (MLGW) that it intended to enter into a new agreement with Mansfield Oil Company. The City advised that the agreement would not be finalized until November. Following extended negotiations, the City notified MLGW on November 19, 2025, that it had awarded new fuel Contract No. 42542 to Mansfield Oil Company.

Ratification is requested because MLGW extended Purchase Order No. 7046271 for Contract No. 39897 from October 30 through November 19, 2025. The 20-day extension ensured an uninterrupted supply of unleaded and diesel fuel to the Division while the City of Memphis completed the award of its new fuel contract.

No additional funding is required; the request is solely to ratify the additional time during which Purchase Order No. 7046271 remained in use.

Thanks,

Debby White

Debby White
Procurement Specialist II
MEMPHIS LIGHT, GAS AND WATER
PO BOX 430
MEMPHIS, TN 38101-0430
EMAIL– debby.white@mlgw.org
901-528-4701

D.W.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
August 16, 2023

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it approves the ratification of purchase order number 7046271 to Mansfield Oil Company of Gainesville, Inc. for unleaded and diesel fuel in the amount of $539,977.86.

In accordance with Tennessee Code Annotated §12-3-1004, Purchases for Other Local Government Units, MLGW, and the City of Memphis jointly solicited competitive bids for unleaded and diesel fuel. The contract was evaluated, and purchase order number 7046271 was issued to Mansfield Oil Company of Gainesville, Inc. The unleaded and diesel fuel is needed to fuel MLGW's fleet at various fuel pumping stations. This request covers the purchase of fuel through October 30, 2023 with the option to extend for two additional one year periods. This ratification complies with all applicable laws and policies.

The 2023 budgeted amount for Fuel Management is $4,395,663.00; the amount spent to date is $3,237,516.67; leaving a balance available of $1,158,146.33; of which $539,977.86 will be spent on this purchase order in 2023; leaving a balance available of $618,168.47 after award; and

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, subject to the consent and approval of the Council of the City of Memphis, approves ratification of Purchase Order Number 7046271 to Mansfield Oil Company of Gainesville, Inc. for unleaded and diesel fuel as outlined in the foregoing preamble.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular - special meeting held on 16th day of August, 2023, at which a quorum was present.

SVP, CFO & CAO Secretary - Treasurer

D.W.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of August 16, 2023 approved the ratification of purchase order number 7046271 for unleaded and diesel fuel and is now recommending to the Council of the City of Memphis that it approves said ratification as approved in the 2023 fiscal year budget; and

WHEREAS, in accordance with Tennessee Code Annotated §12-3-1004, Purchases for Other Local Government Units, MLGW, and the City of Memphis jointly solicited competitive bids for unleaded and diesel fuel. The contract was evaluated, and purchase order number 7046271 was issued to Mansfield Oil Company of Gainesville, Inc. The unleaded and diesel fuel is needed to fuel MLGW's fleet at various fuel pumping stations. This request covers the purchase of fuel through October 30, 2023 with the option to extend for two additional one year periods. This ratification complies with all applicable laws and policies; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby approved ratification of purchase order number 7046271 for unleaded and diesel fuel in the amount of $539,977.86 chargeable to the MLGW 2023 fiscal year budget.

I hereby certify that the foregoing is a true copy and document was adopted, approved by the Council of the City of Memphis in regular session on

Date AUG 22 2023

Valerie C. Snipes

Deputy Comptroller-Council Records

#17

A.M.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
December 20, 2023

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it approves the ratification of purchase order number 7046271 to Mansfield Oil Company of Gainesville, Inc. for unleaded and diesel fuel in the amount of $7,098,669.56.

On October 11, 2023, pursuant to the City of Memphis option to extend the contract term as set forth in Contract Number 39897, the City of Memphis approved the extension to ensure there is ample processing time for MLGW to approve contract extension of purchase order number 7046271 with Mansfield Oil Company of Gainesville, Inc. This request is needed to supply MLGW with fuel on our current combined fuel supply contract for MLGW and the City of Memphis that was executed and approved by the Light, Gas and Water Board of Commissioners on August 16, 2023, and the Memphis City Council on September 12, 2023.

Unleaded and diesel fuel is needed to fuel MLGW's fleet at various fuel pumping stations. On October 23, 2023, the City of Memphis notified MLGW it had finalized its option to use its first-year renewal to extend the contract from October 31, 2023, through October 30, 2024, which leaves one remaining option to extend the contract for one additional one-year period. This ratification complies with all applicable laws and policies.

The 2023 budgeted amount for Fuel Management is $4,588,364.00; the amount spent to date is $4,531,815.05; leaving a balance available of $56,548.95; of which $195,289.23 will be spent on this purchase order in 2023; the remaining balance of $6,903,380.33 to be spent in subsequent budget year as approved; and

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, subject to the consent and approval of the Council of the City of Memphis, approves ratification of Purchase Order Number 7046271 to Mansfield Oil Company of Gainesville, Inc. for unleaded and diesel fuel as outlined in the foregoing preamble.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular ~~special~~ meeting held on 20th day of December, 2023, at which a quorum was present.

SVP, CFO & CAO Secretary - Treasurer

A.M.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of December 20, 2023 approved the ratification of purchase order number 7046271 for unleaded and diesel fuel and is now recommending to the Council of the City of Memphis that it approves said ratification as approved in the 2023 fiscal year budget; and

WHEREAS, On October 11, 2023, pursuant to the City of Memphis option to extend the contract term as set forth in Contract Number 39897, the City of Memphis approved the extension to ensure there is ample processing time for MLGW to approve contract extension of purchase order number 7046271 with Mansfield Oil Company of Gainesville, Inc. This request is needed to supply MLGW with fuel on our current combined fuel supply contract for MLGW and the City of Memphis that was executed and approved by the Light, Gas and Water Board of Commissioners on August 16, 2023, and the Memphis City Council on September 12, 2023; and

WHEREAS, unleaded and diesel fuel is needed to fuel MLGW's fleet at various fuel pumping stations. On October 23, 2023, the City of Memphis notified MLGW it had finalized its option to use its first-year renewal to extend the contract from October 31, 2023, through October 30, 2024, which leaves one remaining option to extend the contract for one additional one-year period. This ratification complies with all applicable laws and policies; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby approved ratification of purchase order number 7046271 for unleaded and

diesel fuel in the amount of $195,289.23 chargeable to the MLGW 2023 fiscal year budget and the remaining balance of $6,903,380.33 chargeable to subsequent budget year as approved.

I hereby certify that the foregoing is a true copy and document was adopted, approved by the Council of the City of Memphis in regular session on

Date JAN 09 2024

Valerie C. Snipes

Deputy Comptroller-Council Records

D.W.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
September 18, 2024

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it approves a second, one-year option to extend purchase order number 7046271 to Mansfield Oil Company of Gainesville, Inc. for unleaded and diesel fuel in the amount of $6,391,555.44.

On August 16, 2023, the Board of Light, Gas and Water Commissioners approved the ratification of purchase order number 7046271 to Mansfield Oil Company of Gainesville, Inc. for unleaded and diesel fuel in the amount of $539,997.86. This request covered the purchase of fuel through October 30, 2023, with the option to extend for two additional one-year periods.

On December 20, 2023, the Board of Light, Gas and Water Commissioners ratified the extension of purchase order number 7046271 to Mansfield Oil Company of Gainesville, Inc. for unleaded and diesel fuel in the amount of $7,098,669.56 to extend joint fuel contract number 39897 for the first, one-year renewal through October 30, 2024. The City of Memphis sent notification to MLGW to confirm the contract will be extended for the second, one-year renewal which will cover October 31, 2024 through October 30, 2025.

The unleaded and diesel fuel is needed to fuel MLGW's fleet at various fuel pumping stations. All existing terms and conditions will remain the same. This extension complies with all applicable laws and policies.

The 2024 budgeted amount for Fuel Management is $6,319,337.00; the amount spent to date is $2,893,532.84; leaving a balance available of $3,425,804.16; of which $1,250,000.00

will be spent on this purchase order in 2024; leaving a balance of $2,175,804.16 after award; the remaining balance of $5,141,555.44 will be spent in subsequent budget year as approved; and

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, subject to the consent and approval of the Council of the City of Memphis, approves the extension of purchase order number 7046271 with Mansfield Oil Company of Gainesville, Inc. for unleaded and diesel fuel as outlined in the foregoing preamble.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular meeting held on 18th day of Sept., 2024, at which a quorum was present.

Rodney Clark

Acting SVP, CFO & CAO Secretary - Treasurer

D.W.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of September 18, 2024 approved a second, one-year option to extend purchase order number 7046271 for unleaded and diesel fuel and is now recommending to the Council of the City of Memphis that it approves said extension; and

WHEREAS, on August 16, 2023, the Board of Light, Gas and Water Commissioners approved the ratification of purchase order number 7046271 to Mansfield Oil Company of Gainesville, Inc. for unleaded and diesel fuel in the amount of $539,997.86. This request covered the purchase of fuel through October 30, 2023, with the option to extend for two additional one-year periods; and

WHEREAS, on December 20, 2023, the Board of Light, Gas and Water Commissioners ratified the extension of purchase order number 7046271 to Mansfield Oil Company of Gainesville, Inc. for unleaded and diesel fuel in the amount of $7,098,669.56 to extend joint fuel contract number 39897 for the first, one-year renewal through October 30, 2024. The City of Memphis sent notification to MLGW to confirm the contract will be extended for the second, one-year renewal which will cover October 31, 2024, through October 30, 2025; and

WHEREAS, the unleaded and diesel fuel is needed to fuel MLGW's fleet at various fuel pumping stations. All existing terms and conditions will remain the same. This extension complies with all applicable laws and policies.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby approved the extension of purchase order number 7046271 to Mansfield

#15

Oil Company of Gainesville, Inc. in the amount of $1,250,000.00 chargeable to MLGW 2024 fiscal year budget and the remaining balance of $5,141,555.44 chargeable to subsequent budget year as approved.

I hereby certify that the foregoing is a true copy and document was adopted, approved by the Council of the City of Memphis in regular session on

Date OCT 0 1 2024

Valerie C. Snipes

Deputy Comptroller-Council Records

MLGW

INTERDEPARTMENTAL MEMORANDUM

To: Camela Mitchell, Purchasing Supervisor

From: Debby White, Procurement Specialist II

Subject: Ratifications for (1) MT # 11666 - Purchase Order 7076089 & (2) MT # 11674 – Purchase Order 7046271

Date: October 27, 2026

Memorandum: Ratification of Fuel Purchase Orders

Background:

MinuteTraq No. 11674 concerns Purchase Order No. 7046271, issued to Mansfield Oil Company of Gainesville on July 13, 2023, under joint fuel Contract No. 39897 with the City of Memphis. When the three-year contract expired on October 30, 2025, the City advised Memphis Light, Gas and Water (MLGW) that it was negotiating a new agreement with Mansfield Oil Company and expected to finalize it in November. On November 19, 2025, the City notified MLGW that it had awarded new fuel Contract No. 42542 to Mansfield Oil Company.

To avoid disruptions in the Division's supply of diesel and unleaded fuel during the transition, MLGW extended Purchase Order No. 7046271 from October 30 through November 19, 2025. Ratification is required only for this 20-day extension; no additional funding is requested. Purchasing decided to ratify this order with the new order implemented under MinuteTraq No. 11666.

MinuteTraq No. 11666 concerns MLGW's use of City of Memphis Contract No. 42542 and Purchase Order No. 7076089 for the continued procurement of diesel and unleaded fuel. The contract runs from the City's execution date through April 30, 2028, with options for two additional one-year extensions.

Purchase Order No. 7076089 was issued before approval by the MLGW Board and Memphis City Council to avoid a disruption in fuel supply while the new contract awaited final City approval.

The City initially provided a heavily redacted version of Contract No. 42542, which obscured pricing information and delayed submission of the ratification resolution. MLGW's review also determined that the executed agreement did not identify MLGW as a joint partner. MLGW notified the City on July 21, 2026, that the contract needed to be amended. After several meetings, the City agreed to add MLGW as a joint partner, and MLGW received the amended contract on August 18, 2026.

Requested Action:

Approval is requested to ratify: (1) the use of Purchase Order No. 7046271 during the 20-day transition from Contract No. 39897 to Contract No. 42542; and (2) Purchase Order No. 7076089 under Contract No. 42542. Both actions maintained continuity of the Division's fuel supply while the City completed the new agreement and amended it to include MLGW as a joint partner.

RESOLUTION SUMMARY

1. **Short Title Description –** Unleaded & Diesel Fuel / Ratification of Purchase Order No. 7076089

2. **Requested Funding –** $25,000,000.00

3. **Award Duration –** November 20, 2025 through April 30, 2028, with the option to extend two additional one-year periods

4. **Type of Bid** – Ratification of Purchase Order Number 7076089

5. **Awarded To –** Mansfield Oil Company of Gainesville, Inc.

6. **Plain Language Description –** To ratify Purchase Order Number 7076089 for unleaded and diesel fuel. Fuel is essential to sustaining operations that enable the Division to deliver reliable electric, gas, and water services. The City of Memphis executed Contract No. 42542 on behalf of both the City and MLGW, which is being used to procure unleaded and diesel fuel. The contract is effective from November 20, 2025, through April 30, 2028, with an option to extend for two additional one-year terms.

7. **Impact –** The Division needs a consistent and uninterrupted supply of unleaded and diesel fuel to maintain continuous operations and provide safe, reliable and efficient service to customers located within Memphis and Shelby County.



EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
November 4, 2026

The Director of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it approves the ratification of Purchase Order Number 7076089 with Mansfield Oil Company of Gainesville, Inc. in the amount of $25,000,000.00.

The purchase of unleaded and diesel fuel is essential to maintaining the Division's daily operations. The Division relies on a large fleet of vehicles and equipment that must remain operational at all times. The assets are critical for routine maintenance, emergency response, system repairs, construction activities, customer service functions, and storm-related restoration activities.

In accordance with Tennessee Code Annotated §12-3-1004, Purchases for Other Local Government Units, MLGW is purchasing fuel under the City of Memphis' Contract Number 42542. The bid solicitation required floating rate pricing which fluctuates with the market based upon the Oil Pricing Information Service (OPIS), plus $0.0656 for unleaded and $0.0497 for diesel. Approval is being requested to ratify Purchase Order Number 7076089 issued to Mansfield Oil

Company of Gainesville, Inc. It is estimated that MLGW will purchase up to $25,000,000.00 in fuel during the contract period, which includes a 25% contingency to account for escalating diesel prices. The term covers the period from November 20, 2025, through April 20, 2028, with an option to extend for two additional one-year periods. This ratification complies with all applicable laws and policies.

The 2026 budgeted amount for Fuel Management is $5,442,642.00; the amount spent year-to-date is $4,864,842.50; leaving a balance available of $577,799.50; of which $550,000.00 will be spent on this purchase in 2026; leaving a balance available of $27,799.50; of which $24,450,000.00 will be spent in subsequent budget years as approved; and

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, subject to the consent and approval of the Council of the City of Memphis, approves the ratification of Purchase Order Number 7076089 with Mansfield Oil Company of Gainesville, Inc. as outlined in the foregoing preamble.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 4, 2026 approved the ratification of Purchase Order Number 7076089 and is now recommending to the Council of the City of Memphis that it approves said ratification; and

WHEREAS, the purchase of unleaded and diesel fuel is essential to maintaining the Division's daily operations. The Division relies on a large fleet of vehicles and equipment that must remain operational at all times. The assets are critical for routine maintenance, emergency response, system repairs, construction activities, customer service functions, and storm-related restoration activities; and

WHEREAS, in accordance with Tennessee Code Annotated §12-3-1004, Purchases for Other Local Government Units, MLGW is purchasing fuel under the City of Memphis' Contract Number 42542. The bid solicitation required floating rate pricing which fluctuates with the market based upon the Oil Pricing Information Service (OPIS), plus $0.0656 for unleaded and $0.0497 for diesel. Approval is being requested to ratify Purchase Order Number 7076089 issued to Mansfield Oil Company of Gainesville, Inc. It is estimated that MLGW will purchase up to $25,000,000.00 in fuel during the contract period, which includes a 25% contingency to account for escalating diesel prices. The term covers the

period from November 20, 2025, through April 20, 2028, with an option to extend for two additional one-year periods. This ratification complies with all applicable laws and policies; and

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby approved the ratification of Purchase Order Number 7076089 to Mansfield Oil Company of Gainesville, Inc. in the amount of $550,000.00 chargeable to the MLGW 2026 fiscal year budget and $24,450,000.00 chargeable to subsequent budget years as approved.

BOARD RESOLUTION TRANSMITTAL

Expenditure Org Executive: Dr. Von Goodloe
Procurement Contracts Specialist: Debby White

Board Meeting Date: 11/4/2026
Purchase Order: 7076089
Purchase Commodity: Unleaded and Diesel Fuel
Other (Non-Procurement Items):

Responsible Group (Requesting Area/ Contact Person) (Telephone number/email address)	Purchasing Department / Debby White / 901-528-4701 / debby.white@mlgw.org	
Scope: Contract ____ Purchase __X__ Other ____	The scope of this request is to ratify Purchase Order number 7076089 utilizing City of Memphis, Contract Number 42542.	
Explanation of Action. *(Contract/Purchase invoice payments, land purchase, dues, other)*	Approval is needed to ratify Purchase Order number 7076089 issued to Mansfield Oil Company of Gainesville, Inc.	
Where will the work take place? *(MLGW facility or jobsite, etc.)*	The fuel will be received and dispensed at MLGW's fuel stations.	
Why the need exists? (Contract/Purchase invoice payments, land purchase, dues, other)	Fuel is critical for maintaining operational readiness and ensuring prompt, reliable response to service requirements to maintain the electric, gas, and water systems.	
Are there any anticipated vendor issues? (If so, please explain)	No	
Are there any contract services, labor or IBEW issues? If yes, has cost comparison been provided to IBEW? Date Provided?	No	
Is there a Budget deficit? If yes, please explain why. Identify in the Budget section below the area, charge code and amount which will absorb the shortfall.	Yes, there is a budget deficit that is a result of a 25% contingency being added to cover rising costs for diesel and unleaded fuel.	
If applicable, how was the recommendation determined? (Bid, RFQ or RFP) Utilizing City of Memphis, Contract Number 42542		

BUDGET:

	Total	In 2026 Budget Year	After Budget Year
Amount Requested	$ 25,000,000.00	$ 550,000.00	$ 24,450,000.00
2026 Budget*	$ 5,442,642.00		
Amount Spent Year-to-Date	$ 4,864,842.50		
2026 Budget Balance Available		$ 577,799.50	
Budget Balance After Award		$ 27,799.50	

Please indicate category *(O&M or Capital).
(Class and Item #)
766105 - Diesel Fuel
762815 - Unleaded Fuel

[X] **Additional**
[ ] **Capital**

Project Fuel Management
Expenditure Organization 0552423 Fuel Management
Expenditure Type Material Received
Task Fuel Purchases

Comments:

Expenditure Type	Budget	Actual	Available
	$ -	$ -	$ -
	$ -	$ -	$ -
			$ -

APPROVED:
Tatyana Gibbs
Budget & Financial Planning

10.15.2026
Date

Rev. 11/01/2018

INTERDEPARTMENTAL MEMORANDUM

To: Camela Mitchell, Purchasing Supervisor

From: Debby White, Procurement Specialist II

Subject: Ratification for Purchase Order # 7076089

Date: August 27, 2026

We are utilizing the City of Memphis contract number 42542 for the procurement of diesel and unleaded fuels. The contract will cover the period from the City of Memphis' execution through April 30, 2028, with the option to extend it for two additional one-year periods.

Purchase Order 7076089 was issued prior to receiving approval from MLGW Board and Memphis City Council to prevent any disruption to fuel supply to the division. At the time of issuance of the purchase order, the contract was pending final approval by the City of Memphis.

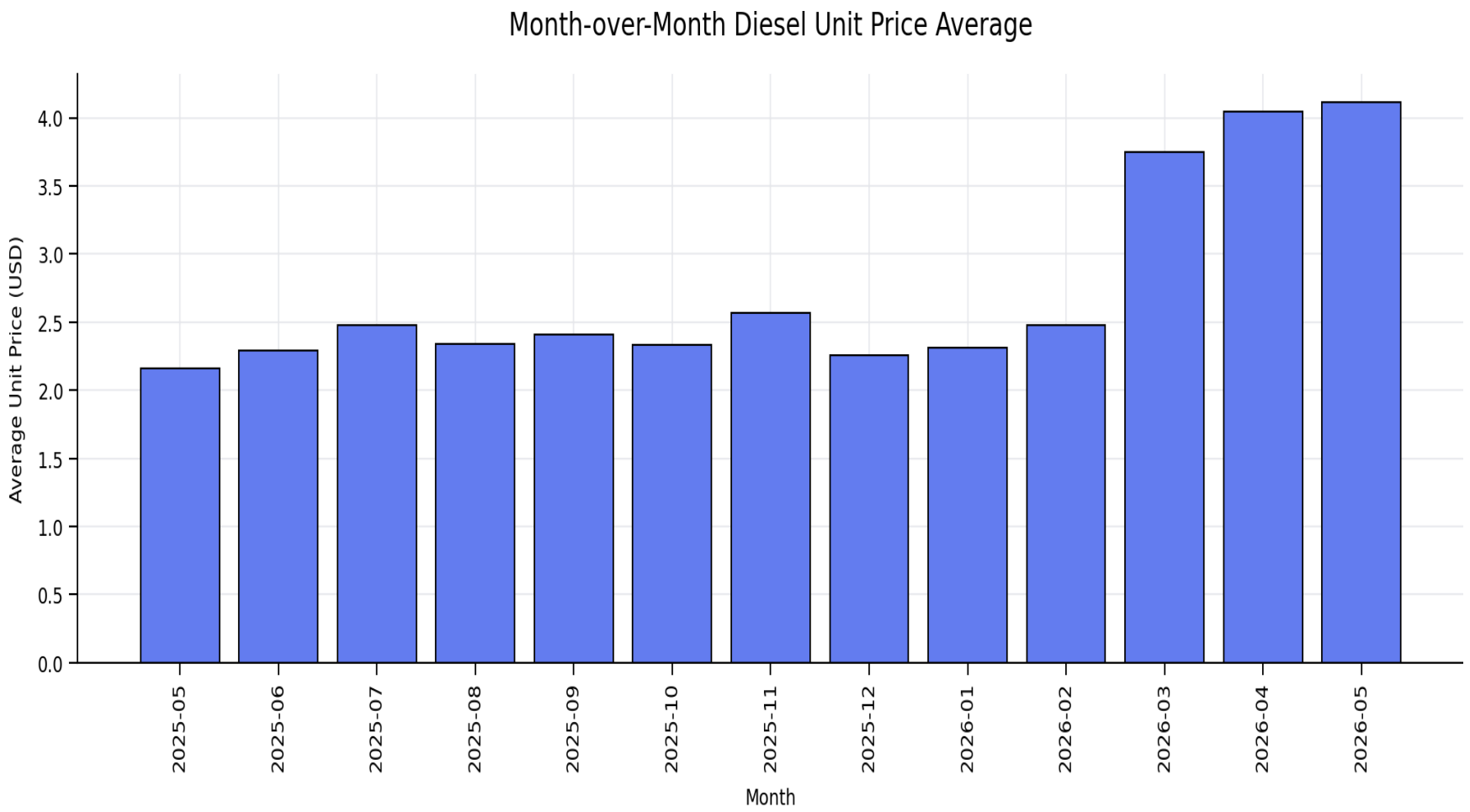
The initial contract provided by the City of Memphis was heavily redacted, obscuring pricing information and delaying submission of the resolution for ratification. Upon reviewing the contract, MLGW determined that the City of Memphis had not included MLGW as a joint partner in the newly executed agreement with Mansfield Oil Company. On July 21, 2026, the City of Memphis was notified of the need to amend the contract to include MLGW. Following several meetings, the City of Memphis agreed to amend the contract to include MLGW as a joint partner on their new Contract number 42542 to purchase unleaded and diesel fuel. A copy of the amended contract was received on August 18, 2026.

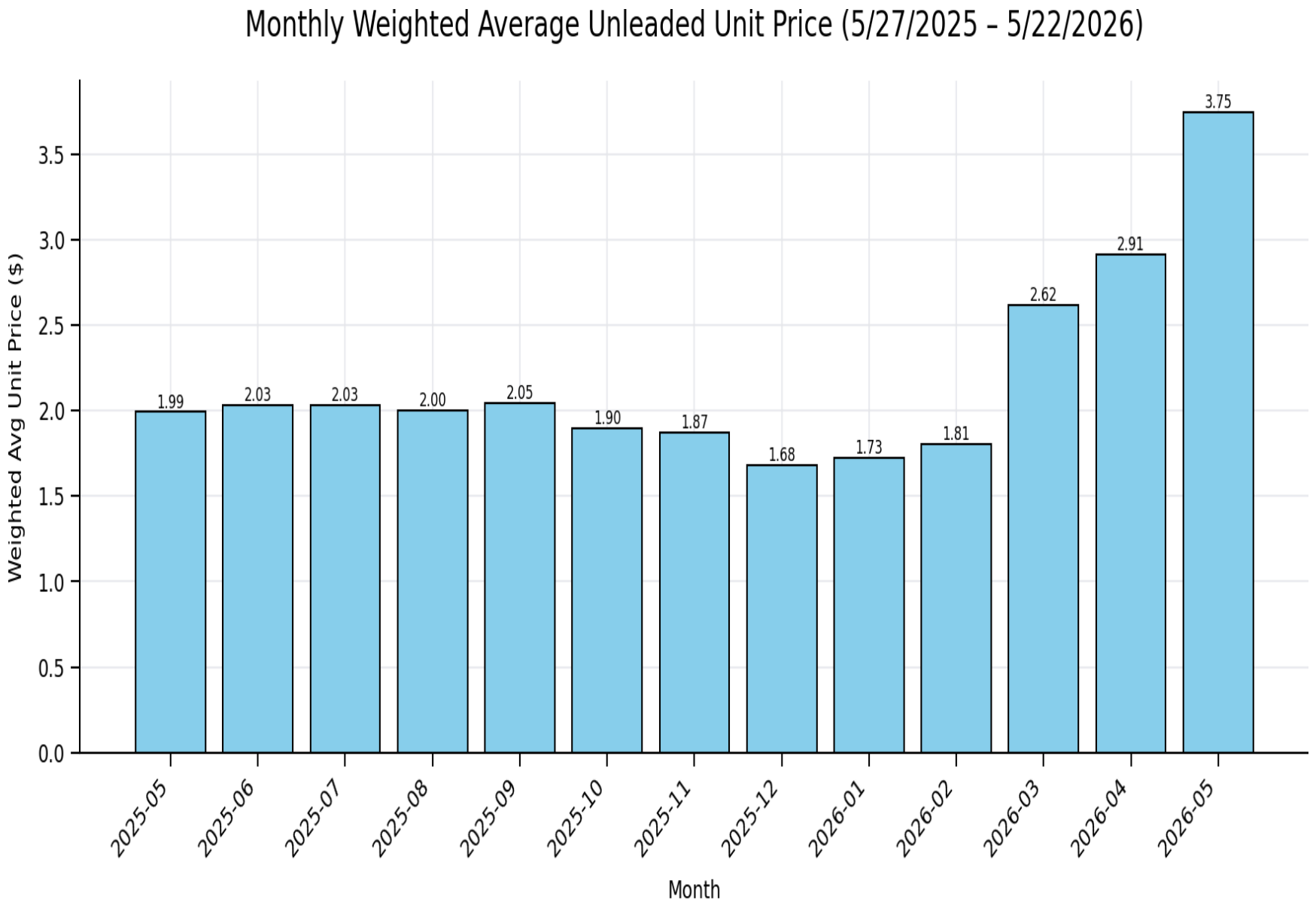
Approval is now being requested to ratify Purchase Order 7076089.

Thanks,

Debby White

Procurement Specialist II
MEMPHIS LIGHT, GAS AND WATER
PO BOX 430
MEMPHIS, TN 38101-0430
EMAIL– debby.white@mlgw.org 901-528-4701


Month-over-Month Diesel Unit Price Average
Average Unit Price (USD)
0.0
0.5
1.0
1.5
2.0
2.5
3.0
3.5
4.0
2025-05
2025-06
2025-07
2025-08
2025-09
2025-10
2025-11
2025-12
2026-01
2026-02
2026-03
2026-04
2026-05
Month


Monthly Weighted Average Unleaded Unit Price (5/27/2025 – 5/22/2026)
Weighted Avg Unit Price ($)
0.0
0.5
1.0
1.5
2.0
2.5
3.0
3.5
1.99
2.03
2.03
2.00
2.05
1.90
1.87
1.68
1.73
1.81
2.62
2.91
3.75
2025-05
2025-06
2025-07
2025-08
2025-09
2025-10
2025-11
2025-12
2026-01
2026-02
2026-03
2026-04
2026-05
Month

City of Memphis
TENNESSEE

DIVISION OF FINANCE

To: **Honorable Mayor Paul A. Young**

From: **Chequita Crim, Interim Purchasing Agent**

Date: **October 2, 2025**

Subject: Contract # 42542 - MANSFIELD OIL COMPANY OF GAINESVILLE, INC.

Please find attached the above referenced contract for the Mayor's signature. This document does not require City Council approval.

Purpose: Fy'26 Co-Op Agreement for Supplying & Delivering Fuel per Omnia #159331 for Fleet Mgmt Dept of General Services Division. Term: Execution til 4/30/2028 w/ TWO 1 Yr Renewals. Amount: $ 23Mill Est Total Cost.

Type: New
Type Amount: $
Financial Commitment: The total cost for this agreement is $23,000,000.00.

Contracting Authority: By Home Rule Amendment 1852, Section 14, BE IT FURTHER ORDAINED, That the power to contract (other than by franchise agreements) shall remain with the Mayor.

After approval, please return all documents to the Purchasing Department for further processing.

Should you have any questions, please advise.

Attachment

FY 26

PURCHASING

New Contract Agreement Checklist

Division: GS

Reg #: _____

RFQ #: _____

PO / Contract #: # [redacted] 42542

Staff & Date: (LA) 9/8/25

NEW

Negotiated Contract	YES	NO	N/A
RFP Required			✓
Scoring Criteria attached			✓
Purchasing has original proposals	✓		
Check award recommendation information	✓		
Check scope of services	✓		
Check term of contract/extension clauses	✓		
Check and enter Not To Exceed amount	✓		
Check contract amount	✓		
Check source of funds/POETA	✓		
Check insurance requirements			
Have you received tax exempt ruling letter from IRS or Memphis Shelby County Business Tac Receipt/License		✓	
Copy of license & establish date – Shelby County 222-3059		✓	
Check Signatures	✓		
Copy of insurance/endorsement to clerk	✓		
Tabs inserted into packet	✓		

Term: Exec - 4/30/2028 w/2-1yr

Estimate /NTE (circle one): $23 Mill T/C

Previous Encum Amt: $3Mill

Description for Processing: "GAS for the City"

SECTION 1

COO Memo

EBO Goal Sheet

SAM Printout

OBDC Registry Printout

ORACLE – Business Classification Printout

Docusign Envelope ID: A01AB5AF-B56E-4867-A225-5BB548051DBC

City of MEMPHIS TENNESSEE

Paul A. Young
MAYOR

TO: Paul Young, Mayor

FROM: Melvin Jamerson, General Services, Interim Director

VIA: Antonio M. Adams, Interim Chief Operating Officer

DocuSigned by:
Melvin Jamerson
DocuSigned by:
Antonio Adams
77CDEBE9E3BB4D4...

DATE: August 12, 2025

RE: Cooperative Agreement with Mansfield Oil Company of Gainesville, Inc. via OMNIA PARTNERS Cooperative Agreement.

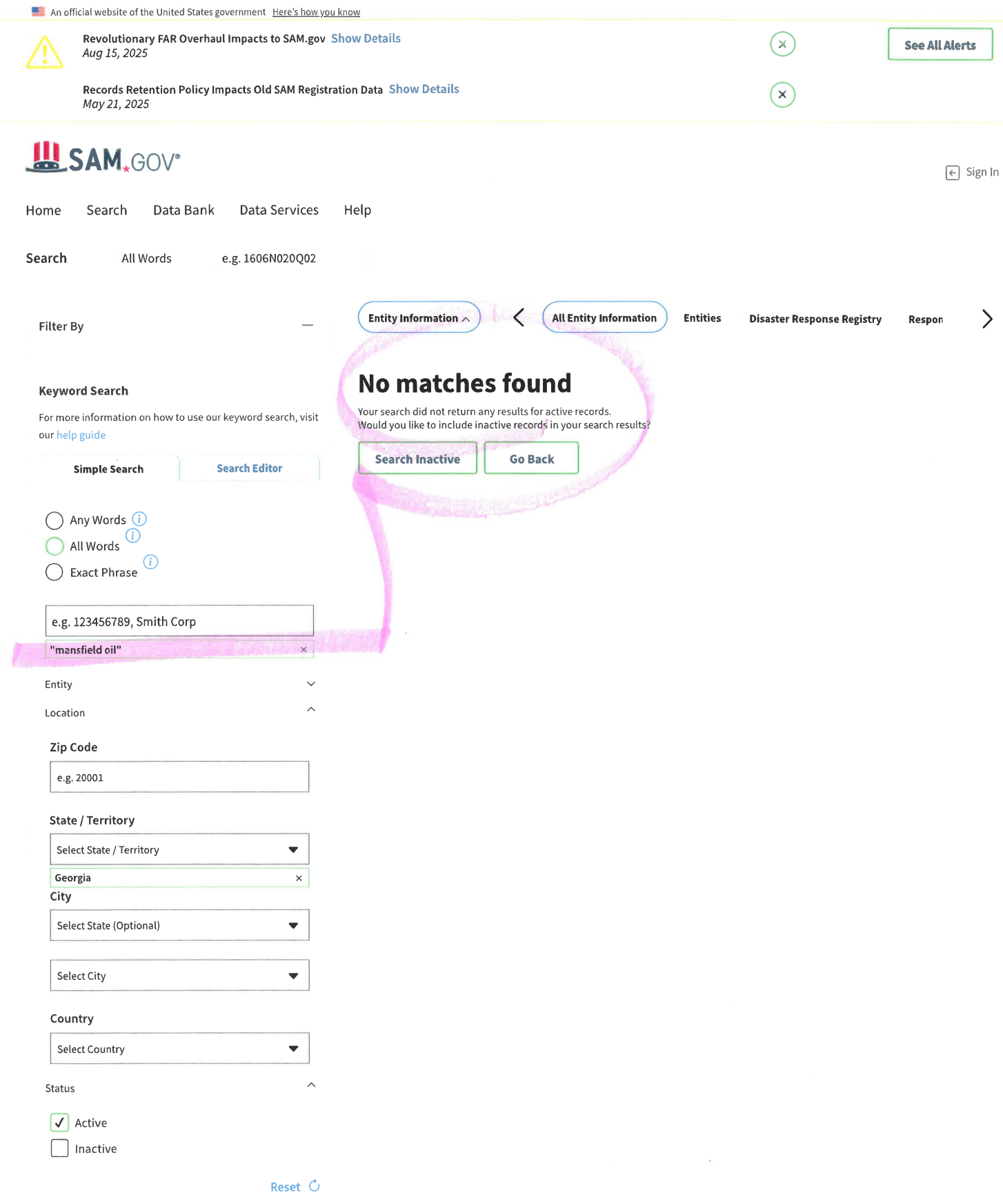
Brief / Memo

1. **Statement of Opportunity**
   To provide General Services – Fleet Management with Supplying and Delivering of Fuel and Fuel Related Services to the City of Memphis and MLGW.

2. **Prior General Services Action**
   General Services Fleet Management desires to establish an agreement with Mansfield Oil Company of Gainesville, Inc. via OMNIA PARTNERS Cooperative Agreement (Contract #159331) to provide fuel and fuel related products and services in the estimated amount of $23,000,000.00 per contract year.

3. **Bid History**
   No competitive bidding action. This is an OMNIA PARTNERS Cooperative Agreement Contract #159331.

4. **COO Action**
   The COO is requested to advise the Mayor to approve the cooperative agreement with Mansfield Oil Company of Gainesville, Inc.


An official website of the United States government Here's how you know
Revolutionary FAR Overhaul Impacts to SAM.gov Show Details
Aug 15, 2025
See All Alerts
Records Retention Policy Impacts Old SAM Registration Data Show Details
May 21, 2025
SAM.GOV
Sign In
Home
Search
Data Bank
Data Services
Help
Search
All Words
e.g. 1606N020Q02
Filter By
Keyword Search
For more information on how to use our keyword search, visit our help guide
Simple Search
Search Editor
Any Words
All Words
Exact Phrase
e.g. 123456789, Smith Corp
"mansfield oil"
Entity
Location
Zip Code
e.g. 20001
State / Territory
Select State / Territory
Georgia
City
Select State (Optional)
Select City
Country
Select Country
Status
Active
Inactive
Reset
Entity Information
All Entity Information
Entities
Disaster Response Registry
Respon
No matches found
Your search did not return any results for active records.
Would you like to include inactive records in your search results?
Search Inactive
Go Back

SECTION 2

B & C

BID TAB (If Required)

JUSTIFICATION LETTERS

- Award Not to Low Bidder Memo
- Sole/Single Source
- Back Dated Memo's
- Resolutions
- Etc

Docusign Envelope ID: 633AAACA-B572-442B-AC72-07EAAEABF494

City of MEMPHIS FINANCE DIVISION

BID AND CONTRACT AGENDA SHEET

FY 26

Original

1. Division: General Service — Date 8/12/2025

Division Contact Person: Derrick Philyaw (Print Name) — Phone # 901-636-7513

2. Contractor: Mansfield Oil Co. of Gainesville, Inc. — Address: 1025 Airport Parkway SW

City/State/ Zip Code: Gainesville, GA 30501-6813

Contractor's Contact Name: _____ Contractor's Email Address: _____

3. BID REJECTION:

For purchase/construction of: _____

Explanation of rejection: _____

Request to Re-advertise: _____

4. CONTRACT AWARD RECOMMENDATION: RFQ/RFP # _____ Vendor # #20975

Check Box: Low [ ] Best* [ ] Only [ ] Negotiated [X]

Contract Amount: $23,000,000.00

Purpose: Supplying and Delivering Fuel and Duel Related Products and Services

Special Instructions: _____

*Justification for rejection of low bids attached. (Attach a copy of bid tabulation)

5. CHANGE ORDER/AMENDMENT/ENCUMBRANCE/FINAL PAYMENT: Contract# #42542 Expiration: 4/30/28

For: _____

Special Instructions: _____

6. Submit Invoices to:

Dept. Contact Person: Stephanie Henry — Address: 2981 Julius Lewis Drive

City/State/Zip Code: Memphis, TN 38118

[ ]	Extension	Original Contract Amount	23,000,000.00	Final Payment Due:	$
[ ]	Change Order	Previous C. O. Total			
[ ]	Finally Close Contract	Prev. Amend./Encum. Toll.		Retainage:	$
[ ]	Transfer to PO	C. O. #	Attached		
[ ]	Amendment				
[X]	Encumber	Encumbrance Amount	3,000,000.00		
[ ]	Unencumber				
[ ]	Finally Close Line(s)	Adjusted Contract Amount	$0.00		

COST & SOURCE OF FUNDS

	Type	Line #	Fund	Serv. Ctr	Account #	Project #	Task #	Award #	Amount
(1)			0741	200802	057442				$3,000,000.00
(2)									
(3)									
(4)									
(5)									
(6)									

Appropriating Resolution Attached. [ ]

Other Attachments [ ]

DocuSigned by: Eric Hunter 41143027C06D490...

DocuSigned by: Melvin Jamerson 942A24413421410...

CHECKED & APPROVED BY:

Service Center Approval — Date

Division Director — Date

Chief of Development and Infrastructure — Date

Chief Operating Officer — Date

City Engineer — Date

Contract Analyst-Print

Purchasing Agent/Purchasing Supervisor — Date

DIVISION FINANCE REPRESENTATIVE APPROVAL:

PM Funds are available.

PM Correct funding source is being used.

Docusign Envelope ID: B739057D-6025-4605-B56B-E98B7D85AE71

City of MEMPHIS TENNESSEE

Paul A. Young
Mayor

Division of Finance & Administration

MEMORANDUM

To: Chequita Crim, Interim Purchasing Agent

From: Stephanie Henry
Requestor's Name, Title

General Services
Division/Department

SEP 25 AM 10:37

Date: 09/25/2025

0741.200802.057442

Type of Request: Negotiated Contract Request **Project/Award Number or Account Coding:** _____

Amount: $23,000,000.00 **Is the amount greater than $49,999.99?** **Yes** X **No**

Briefly describe (1) what you are requesting and (2) the reason for this request. Please be sure to include all supporting documentation with this request, which may consist of vendor's name and/or invoices.

Please Note: An Emergency Purchase is a way to respond to an unforeseen circumstance. If this is the case, please include the nature of the emergency below. If the emergency request or off-contract request is $49,999.99 or more, the memo will be routed first to the COO for approval.

_____ I acknowledge that this is a request for an emergency purchase. I understand that I must initiate a contract for this purchase within 14 days of this approval.
_____I acknowledge that this is a request for an off-contract payment. I understand that I must initiate a contract for this purchase within 14 days of this approval.

The City of Memphis and Memphis Light, Gas and Water rely on a consistent and uninterrupted supply of bulk fuels, and related products to support critical daily operations. This contract directly impacts the ability of city employees and first responders—including police, fire, emergency medical services, public works, and utility crews—to respond to emergencies, maintain infrastructure, and deliver essential services to the public.

The proposed contract with Mansfield Oil Company of Gainesville, Inc. for a five-year term is necessary to ensure bulk fuels, and related products and services will provide operational stability, fiscal responsibility, and the assurance that the City of Memphis and MLGW can continue to deliver critical services to residents without interruption.

DocuSigned by: Stephanie Henry — 9/25/2025
Requestor **Date**

DocuSigned by: Melvin Jamerson — 9/25/2025
Division Director or Chief **Date**

_____ _____
Chief Operating Officer or Chief of Development & Infrastructure **Date**

Signed by: Chequita D. Crim — 9/25/2025
Interim Purchasing Agent **Date**

DocuSigned by: Eric Hunter — 9/25/2025
Department Manager **Date**

SECTION 3

Business License (If Required)

Insurance

- Certificate of Insurance
- Additional Insured Endorsements
- Insurance Waivers
- Insurance Waiver Request

Exps: 11/15/2

Client#: 644412 MANSFENERG

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh & McLennan Agency LLC
100 Kimball Place, Suite 300
Alpharetta, GA 30009
770 476-1770

CONTACT NAME: Jasleen Kaur
PHONE (A/C, No, Ext): -
FAX (A/C, No):
E-MAIL ADDRESS: Jasleen.Kaur@MarshMMA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Starr Indemnity & Liability Company	38318
INSURER B : Zurich American Insurance Company	16535
INSURER C : Navigators Specialty Insurance Company	36056
INSURER D : Harleysville Insurance Company New York	10674
INSURER E : Crum & Forster Specialty Ins. Co.	44520
INSURER F : Gemini Insurance Company	10833

INSURED
Mansfield Oil Company of
Gainesville, Inc.
1025 Airport Parkway, SW
Gainesville, GA 30501

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			1000090701251	02/01/2025	02/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY X MCS90 X CA9948			BAP015277705	02/01/2025	02/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			SEE BELOW	02/01/2025	02/01/2026	EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC015277505-(FL,MA,NE,NY,OR,WI) WC015277605	02/01/2025	02/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	Pollution Liab- Claims Made			NY24ESPZ0G852IC	03/01/2024	03/01/2027	$10,000,000 Each Occ. $15,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
INSURER G RSUI Indemnity Co.. - NAIC #22314
INSURER H - Great American Assurance Co. NAIC #26344

EXCESS AUTO LIABILITY:
(See Attached Descriptions)

CERTIFICATE HOLDER

City of Memphis
Attn: Risk Management
170 N. Main Street, 5th Floor
Memphis, TN 38103

42542

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
PETER J. KRAUSE

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DESCRIPTIONS (Continued from Page 1)

Insurer D - Policy #CRA0000052 - $3,000,000 xs Primary
Insurer D - Policy #CRA0000148 - $2,000,000 xs $3,000,000
Insurer E - Policy #SEO135249 - $3,000,000 xs $5,000,000
Insurer F - Policy #GVE100229307 - $3,000,000 xs $8,000,000
EXCESS GENERAL LIABILITY:
Insurer A - Policy #1000095554251 - $10,000,000 xs Primary
EXCESS EMPLOYERS LIABILITY:
Insurer G - Policy #NHA604833 - $5,000,000 xs Primary
Insurer H- Policy #EXC5856774- $5,000,000 xs $5,000,000
(GL) Additional Insured per form SIGL183 0124 - Additional Insured - Where Required Under Contract or Agreement (Primary Coverage)
(GL) Additional Insured per form CG2037 1219 - Additional Insured Owners, Lessees or Contractors - Completed Operations
(GL) Additional Insured Primary & Non-Contributory per form CG2001 1219-Primary and Non-Contributory -Other Insurance Condition
(GL) Waiver of Subrogation per form CG2404 1219 - Waiver of Transfer of Rights of Recovery Against Others To Us (Waiver of Subrogation)
(Auto) Additional Insured per form CA2048 1013 Designated Insured For Covered Autos Liability Coverage
(Auto) Waiver of Subrogation per form CA0444 1013 Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation)
(WC) Waiver of Subrogation per form: WC000313 0484 - Waiver of Transfer of Rights of Recovery Against Others To Us
Excess Liability Follow Form per forms:
Policy #CRA0000052 - Form XLAP7RAR 0122 - Commercial Excess Liability Coverage Form
Policy #CRA0000148 - Form XLAP7RAR 0122 - Commercial Excess Liability Coverage Form
Policy #SEO135249 - Form CFSICEX 101.0.302 8-23 - Excess Liability Coverage form
Policy #GVE1002229307 - Form GEMFFXLT 08/2020 - Excess Liability Policy
Policy #1000095554251 - Form XS-100 1008 - Excess Liability Policy Form
Policy #NHA604833 - Form RSG31001 0507 - Commercial Excess Liability Policy
Policy #EXC5856774 Form GAI6524 0697 Excess Liability Coverage Form

W/C

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 03 13**
(Ed. 04-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 02/01/2025 Policy No. WC 0152776 - 05 Endorsement No.

Insured MANSFIELD ENERGY CORPORATION Premium $

Insurance Company Zurich American Insurance Company Countersigned by_____

Copyright 1983 National Council on Compensation Insurance, Inc.

Auto

POLICY NUMBER: BAP 0152777 - 05

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	MANSFIELD ENERGY CORPORATION
Endorsement Effective Date:	

SCHEDULE

Name Of Person(s) Or Organization(s):	ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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CG

COMMERCIAL GENERAL LIABILITY
SIGL-0183 01 24

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – WHERE REQUIRED UNDER CONTRACT OR AGREEMENT AMENDATORY ENDORSEMENT (PRIMARY COVERAGE)

Policy Number: 1000090701251 ✓ **Effective Date:** 02/01/2025 at 12:01 A.M.
Named Insured: Mansfield Energy Corp

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Person(s) Or Organization(s):
Where Required By Written Contract

It is hereby agreed as follows:

1. **SECTION II - WHO IS AN INSURED** is amended to include the following:

   Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance for that person or organization of the type provided by this policy, is an insured but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

   a. The coverage and/or limits of this policy, and

   b. The coverage and/or limits required by said contract or agreement.

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, **4. Other Insurance**, **a. Primary Insurance** is deleted in its entirety and replaced by the following:

   a. Primary Insurance

   This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary, however, where required by contract the additional insured's own insurance will not be deemed primary. Then, we will share with all that other insurance by the method described in **c.** below.

All other terms and conditions of the policy remain unchanged.

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POLICY NUMBER: 1000090701251

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Where Required By Written Contract	Where Required By Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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POLICY NUMBER: 1000090701251

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Where Required By Written Contract	Where Required By Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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COMMERCIAL GENERAL LIABILITY
SIGL-0183 01 24

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – WHERE REQUIRED UNDER CONTRACT OR AGREEMENT AMENDATORY ENDORSEMENT (PRIMARY COVERAGE)

Policy Number: 1000090701251 **Effective Date:** 02/01/2025 at 12:01 A.M.
Named Insured: Mansfield Energy Corp

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Person(s) Or Organization(s):
Where Required By Written Contract

It is hereby agreed as follows:

1. **SECTION II - WHO IS AN INSURED** is amended to include the following:

   Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance for that person or organization of the type provided by this policy, is an insured but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

   a. The coverage and/or limits of this policy, and

   b. The coverage and/or limits required by said contract or agreement.

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, **4. Other Insurance**, **a. Primary Insurance** is deleted in its entirety and replaced by the following:

   a. Primary Insurance

   This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary, however, where required by contract the additional insured's own insurance will not be deemed primary. Then, we will share with all that other insurance by the method described in **c.** below.

All other terms and conditions of the policy remain unchanged.

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COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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POLICY NUMBER: 1000090701251

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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POLICY NUMBER: BAP 0152777-05

COMMERCIAL AUTO
CA 20 01 11 20

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured:	MANSFIELD ENERGY CORPORATION
Endorsement Effective Date:	

SCHEDULE

Insurance Company:	ZURICH AMERICAN INSURANCE COMPANY		
Policy Number:	BAP 0152777-05	**Effective Date:**	02/01/2025
Expiration Date:	02/01/2026		
Named Insured:	MANSFIELD ENERGY CORPORATION		
Address:	1025 AIRPORT PKWY SW GAINESVILLE GA 30501		
Additional Insured (Lessor):	ALL LESSORS		
Address:	1025 AIRPORT PKWY SW GAINESVILLE GA 30501		
Designation Or Description Of "Leased Autos":	ALL LEASED AUTOS		

© Insurance Services Office, Inc., 2019

POLICY NUMBER: BAP 0152777-05

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MANSFIELD ENERGY CORPORATION

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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COMMERCIAL AUTO
CA 99 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO AND MOTOR CARRIER COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Covered Autos Liability Coverage is changed as follows:

1. Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

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POLICY NUMBER: BAP 0152777 - 05

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	MANSFIELD ENERGY CORPORATION
Endorsement Effective Date:	

SCHEDULE

Name Of Person(s) Or Organization(s):	ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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SECTION 4

Sourcing Contract

- Signature Page
- Contract
- Bid Response
- RFQ & Specifications

Negotiated Contract

- Contract (to include exhibits)

Amendment/Extension/Change

- Amendment/Extension/Change Order Document

#42542

AGREEMENT BY AND BETWEEN CITY OF MEMPHIS AND MANSFIELD OIL COMPANY

This Agreement is made and entered into as of the date of execution by and between City of Memphis ("City"), a Tennessee municipal corporation, and Mansfield Oil Company of Gainesville, Inc. ("Contractor" or "Vendor"), a U.S. Communities Participant. (OMNIA PARTNER Cooperative Agreement #159331)

RECITALS

WHEREAS, Mansfield Oil Company of Gainesville, Inc.is a participant of U.S. Communities and has executed a Master Agreement through the U.S. Communities government Purchasing Alliance; and

WHEREAS, the Master Agreement provides that other public agencies may purchase products on the same terms, conditions, and pricing as set for the in the Master Agreement; and

WHEREAS, pursuant to T.C.A. 12-3-1205, the City is authorized to enter into such cooperative purchasing agreement; and

WHEREAS, it is in the best interest of the City to purchase from contracts made available by other entities in order to reduce administrative costs and to take advantage of volume discount pricing; and

WHEREAS, Mansfield Oil Company of Gainesville, Inc is willing and able to provide such products and services to the City based on the terms and conditions of the Master Agreement in addition to applicable City Purchasing Policies and Procedures, local ordinances, and state laws;

NOW, THEREFORE, in consideration for the mutual covenants herein contained and other good and valuable considerations, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties intending legally to be bound, hereby agree as follows:

1. This Agreement incorporates herein by reference, as if stated verbatim herein, the following attachments:

   A. Exhibit No. 1 –OMNIA PARTNERS Cooperative Agreement #159331

   B. Exhibit No. 2 Insurance Requirements

2. This Agreement shall be binding upon and enure to the benefit of the parties and their successors or assigns. This Agreement shall not be assigned or otherwise transferred to a third party without the prior written consent of the non-assigning party.

3. **TERM.** This Agreement shall not be binding upon the parties until it has been signed first by the Contractor and then by the authorized representatives of the City in accordance with applicable ordinances, laws and regulations. The Initial Term of this Agreement shall commence beginning UPON DATE OF EXECUTION and SHALL END ON APRIL 30,

2028, per OMNIA PARTNERS AGREEMENT #159331 ("Initial Term"), subject to the availability and appropriation of funds to finance the same and the successful operation of the program.

The City shall have the option to extend the Initial Term for two additional one (1) year periods (the "Option Periods") upon mutual agreement of the parties, subject to the appropriation of funds by the Memphis City Council and the subject to the term availability under the cooperative agreement. The Initial Term and the exercised Option periods are collectively referred to hereinafter as the "Term."

PAYMENT TERMS AND CONDITIONS

4. **INVOICES.** The Contractor shall submit original invoices, or copies of original invoices, certified as such by the Contractor, on the Contractor's letterhead and in form and substance acceptable by the City and with all necessary supporting documentation to the City. The Contractor shall invoice all shipments in duplicate. The invoice shall describe the items sold, list the price per unit, reflect any applicable terms of payment, and show the contract number to which it relates. Unless the contract number is shown on the invoice, it may be returned to the Contractor. Invoices shall be submitted to: City of Memphis, Division of General Services – Fleet Management; 2981 Julius Lewis Drive; Memphis, Tennessee 38118; Attn: Derrick Philyaw.

5. **COMPENSATION.** Unless City has good faith and reasonable objections to the Contractor's invoice(s), the City shall compensate the Contractor, based on invoices submitted by the Contractor in accordance with the terms of this Agreement, the sum estimated to be $23,000,000.00 (the "Fee") during the initial term of the Agreement, which shall include all reimbursable expenses. The City shall use its best efforts to remit payment based on the Contractor's invoice within thirty (30) days after receipt of accurate invoice and approval by the City. The City is not obligated to pay, and may withhold from payment, any amounts the City has in dispute with the Contractor based on the goods provided hereunder.

6. **TAX PAYMENTS.** The City of Memphis is exempt from Federal Excise, State and Local Taxes on all purchases and upon request, will issue tax exemption certificates to the Contractor. Contractor shall be solely responsible and liable for any taxes and business license fees assessed or imposed by any government having jurisdiction over the work and/or goods to be provided herein.

7. **PAYMENT DOES NOT IMPLY ACCEPTANCE.** The payment of an invoice shall not prejudice the City's right to object to or question any invoice or matter in relation thereto. Such payment by the City shall neither be construed as acceptance of the goods nor as final approval of any of the costs invoiced therein, and the City's payment shall not relieve the Contractor from its obligation to replace any goods that do not conform to this Agreement, even if the unsatisfactory character of such goods may have been apparent or detected at the time such payment was made. Goods that do not conform to the requirements of this Agreement shall be rejected by the City and replaced by the Contractor, without delay or additional cost to the City.

8. **FINAL CONTRACT INVOICE.** The Contractor shall submit to the City a final contract invoice, within forty-five (45) calendar days from the termination date of the contract, for any

goods provided pursuant to this Agreement. The Contractor further acknowledges and agrees the City will not be responsible for any Contractor invoices, pertaining to this Agreement, submitted to the City after the final contract invoice. The Contractor shall close out it accounting records at the end of the Agreement period in such a manner that reimbursable expenditures and revenue collections are NOT carried forward.

GENERAL TERMS AND CONDITIONS

9. **BOYCOTT OF ISRAEL**. In connection with Tennessee Code Annotated Section 12-4-119, Contractor certifies that it is not currently engaged in nor will it engage in a boycott of Israel. For this purpose, a "boycott of Israel" shall mean engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken (i) in compliance with, or adherence to, calls for a boycott of Israel, or (ii) in a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis, and is not based on a valid business reason. This provision is not applicable to contracts with a value less than $250,000 or to companies with less than 10 employees.

10. **CITY LIABILITY**. The City shall have no liability except as specifically provided in this Agreement. The City, by execution of this Agreement, assumes no liability for damages caused to persons or property by reason of Contractor providing services herein or for injury to any employee, agent or subcontractor of the Contractor performing under this Agreement.

11. **CONFLICT OF INTEREST**. Neither party shall engage in any conduct or activity in the performance of this Agreement that constitutes a conflict of interest under applicable federal, state or local laws, rules and regulations. The Contractor covenants that it has no public or private interest, and shall not acquire, any interest, directly or indirectly, which would conflict in any manner with the performance required under this Agreement, and the Contractor covenants that no gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer, official, agent or employee of the City, in an effort to secure the Agreement or favorable treatment with respect to any determinations concerning the performance of the Agreement. The Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the City as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the Contractor in connection with any work contemplated or performed relative to this Agreement. For breach or violation of this provision, the City shall have the right to recover or withhold the full amount of such gratuities.

12. **COUNTERPARTS**. This Agreement may be signed in multiple counterparts and/or counterpart signature pages, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile, and any such signature shall have the same legal effect as an original.

13. **COVENANT AGAINST CONTINGENT FEES**. The Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision, the City shall have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

14. **DISPUTE RESOLUTION**. In the event of any dispute(s), controversy, or claim arising out of or relating to this Agreement or the breach thereof, the parties agree that they shall first use their best efforts in an attempt to settle the dispute through negotiations, involving themselves or their representatives as they each deem appropriate. Any dispute concerning a question of fact in connection with this Agreement between the Contractor and the City shall be referred in successive order for resolution, first to the City Purchasing Agent, second to the Chief Legal Officer/City Attorney, and thirdly to the Mayor of the City of Memphis, whose decision regarding same shall be final.

15. **DRAFTER**. This Agreement is the result of arm's length negotiations between the parties and shall be construed to have been drafted by both parties such that any ambiguities in this Agreement shall not be construed against either party.

16. **EMPLOYMENT OF CITY WORKERS**. The Contractor shall not knowingly engage on a full, part-time or any other basis during the term of this Agreement, any professional or technical personnel who are or have been at any time during the term of this Agreement in the employ of the City.

17. **ENTIRE AGREEMENT**. This Agreement constitutes the full and final understanding of the parties with respect to the subject matter hereof and supersedes and replaces any and all prior or contemporaneous agreements or understandings, whether written or oral, express or implied, between the parties with respect to the subject matter of the Agreement.

18. **FORCE MAJEURE**. Neither party shall be deemed in default hereunder, nor shall such party be responsible for any delay, interruption, or cessation in the performance of its obligations under this Agreement where such failure of performance is the result of any force majeure event, including, but not limited to, acts of God, riots, wars, strikes, epidemics, pandemics, acts, governmental authorities or acts of nature or other similar cause beyond its control.

19. **GOVERNING LAW, JURISDICTION AND VENUE.** The terms and conditions of this Agreement shall be construed in accordance with and governed by the laws of the State of Tennessee. All actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Agreement shall be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, without regard to

conflicts of laws principles. In accordance herewith, the parties to this Agreement submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

20. **HEADINGS**. Titles and headings used herein are for the convenience of reference only and shall be disregarded completely in the interpretation and validity of this Agreement or any of its terms.

21. **INCORPORATION OF WHEREAS CLAUSES.** The foregoing whereas clauses are hereby incorporated into this Agreement and made a part hereof.

22. **INDEMNIFICATION**. CONTRACTOR shall indemnify, defend, save and hold harmless the CITY and its officers, agents and employees from and against any and all claims, demands, suits, actions, penalties, damages, settlements, costs, expenses, or other liabilities of any kind and character, including without limitation attorney fees and litigation expenses, arising out of or in connection with the performance of this Agreement by Contractor, its employees, subcontractors, or agents or the breach of this Agreement by Contractor, its employees, subcontractors or agents except to the extent arising out of City's negligence or willful misconduct. This obligation shall survive the expiration or termination of this Agreement. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the Contractor's responsibility to indemnify, defend, save and hold harmless the City or its elected or appointed officials, officers, employees, agents, assigns, and instrumentalities as herein required. The City reserves the right to appoint its own counsel, at its own expense, regarding any matter defended hereunder. The Contractor acknowledges that the City has no obligation to provide legal counsel or defense to the Contractor, its employees or subcontractors in the event that a suit, claim or action of any character is brought by any person not a party to this agreement against the Contractor as a result of or relating to obligations under this agreement. The City shall have no obligation for the payment of any judgments, or the settlement of any claims asserted against the Contractor or its subcontractors or employees as a result of or relating to the Contractor's obligations hereunder. The Contractor shall immediately notify the City c/o City Attorney; 125 North Main, Suite 336; Memphis, TN 38103, of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under this Agreement.

23. **INSURANCE** requirements are attached hereto as Exhibit 2.

24. **MODIFICATION AND AMENDMENT.** This Agreement shall be amended or modified only by a written document signed by the parties hereto.

25. **NOTICES**. All notices and other communications required or permitted to be given hereunder shall be written and hand delivered with signed receipt; delivered by a nationally recognized overnight courier; or mailed via certified U.S. mail, postage prepaid and return receipt requested. All notices shall be deemed received and effectively given as follows: (i) if by hand delivery, on the date of delivery; (ii) if by delivery via U.S. mail, on the date of receipt appearing on a return receipt card; or (iii) if by overnight courier, on the date receipt is confirmed by such courier service. All notices must be addressed to the respective party at the following addresses or to such other person or address as either party may designate in writing and deliver as provided herein:
To the CITY:

City of Memphis, General Service-Fleet Management
2981 Julius Lewis Drive
Memphis, TN 38118
Attn: Derrick Philyaw

With copy to:
Chief Legal Officer/City Attorney
125 N. Main, Room 336
Memphis, TN 38103

To CONTRACTOR:
Mansfield Oil Company of Gainesville
1025 Airport Parkway SW
Gainesville, GA 30501-6813
Attn: Amanda Durnell
With a copy to: Same Address, Attn: Legal Team

26. **NO THIRD-PARTY BENEFICIARY**. This Agreement is entered into solely between, and may be enforced only by, City and Contractor. Unless otherwise specified herein, this Agreement shall not be deemed to create any rights in third parties, including suppliers or customers of either party.

27. **NUMBER AND GENDER**. Unless the context requires otherwise, (i) use of a specific gender imports the other gender(s); and (ii) use of the singular imports the plural and vice versa.

28. **ORGANIZATION STATUS AND AUTHORITY**. The Contractor represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the state of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary. The execution, delivery and performance of this Agreement by the Contractor has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the Contractor, any provision of any indenture, agreement or other instrument to which the Contractor is a party, or by which the Contractor's respective properties or assets are bound, in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets. Each person executing this Agreement represents that: he/she is lawfully authorized to execute the Agreement on behalf of the party he/she represents and execution of the Agreement was duly and regularly authorized by the party's governing body.

29. **PATENT INDEMNIFICATION**. The Contractor warrants that the goods furnished hereunder do not infringe or violate any patent, trademark, copyright, trade secret, or any other proprietary right of any third party; that it shall defend all suits that may arise with respect thereto; and that it shall indemnify, defend, save and hold harmless the City, its officials, employees, agents, successors and assigns, from and against all liabilities, suits, claims,

damages, costs or expenses, including without limitation attorney and expert witness fees, for or by reason of any actual or alleged claim the goods purchased by City hereunder infringe any patent, copyright, or is a violation of trade secret disclosure laws, whether by reason of the Contractor's purchase or otherwise. This indemnification obligation shall survive the expiration or termination of the Agreement.

30. **PUBLIC RECORDS**. Notwithstanding anything to the contrary contained herein or within any other document supplied to the City by the Contractor, the Contractor understands and acknowledges that the City is a governmental entity subject to the State of Tennessee Public Records Act and that any reports, data or other information supplied to the City regarding services performed hereunder may be subject to disclosure as a public record in accordance with the laws of the State of Tennessee.

31. **PUBLIC STATEMENTS.** The Contractor shall not make any announcement, release any information, or authorize or participate in any interview concerning this Agreement and the goods and/or services required herein, without obtaining prior written consent from the City. The Contractor shall require its employees, agents, and subcontractors to comply with the requirements of this provision. This provision shall survive the expiration or termination of this Agreement.

32. **RECORDS AND AUDITS**. The Contractor shall make and keep as the same accrue, full and complete books, documents, accounting records and other evidence, that specifically relate to this Agreement, in accordance with generally accepted accounting principles. The Contractor shall retain such records, and shall make same available to the City, upon reasonable request, during the term of this Agreement, and for a minimum period of five (5) full years after completion of the contract obligations or from the date of final payment under this Agreement, whichever is later. In the event any litigation, claim or audit is instituted prior to the expiration of the required three-year retention period, such records shall be retained until such litigation, claim or audit finding has been resolved. Copies of said records shall be furnished to the City upon request. Upon reasonable notice, the Contractor shall permit the City, any other governmental entity, any agency participating in the funding of this Agreement, or any of their duly authorized representatives, to enter the Contractor's offices, during regular business hours, to interview employees and to inspect and/or copy said records and books of accounts together with any and all documents pertaining hereto that may be kept, maintained or possessed by the Contractor. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places.

33. **REMEDIES CUMULATIVE.** All remedies available to the City herein are cumulative and shall be in addition to all other rights and remedies provided by law. The termination, expiration, or suspension of this Agreement shall not limit the City from pursuing other remedies available at law or in equity.

34. **SERVICE MARKS.** The Contractor agrees that it shall not, without City's prior written consent, use the name, service mark or trademarks of the City.

35. **SHIPMENTS.** Substitutions will not be accepted. Partial shipments may be allowed unless otherwise stated herein; however, full shipment of all items ordered hereunder must be completed by the date specified in this Agreement or this Agreement will be subject

to cancellation by the City. The Contractor shall not ship excess quantities without the City's prior written approval.

36. **SUBCONTRACTING, ASSIGNMENT OR TRANSFER.** The Contractor shall not subcontract, assign, delegate or transfer all or part of its rights, responsibilities, or interest under this Agreement without the prior written consent of the City. Any purported assignment, transfer, or delegation in violation of this section shall be voidable by the City. No subcontracting, assignment, delegation or transfer shall relieve the Contractor from performance of its duties hereunder; neither shall the City be responsible for the fulfillment of the Contractor's obligations to its transferors or subcontractors. Upon request of the City, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the transfer. At any time, City may, in its sole discretion, revoke its prior approval of a subcontractor and direct Contractor to replace such subcontractor or perform the services that were being performed by such contractor itself if the City finds in its reasonable judgment that (i) such subcontractor's performance is materially deficient or otherwise unacceptable to City; (ii) good faith doubts exist concerning the subcontractor's ability to render future performance because of changes in the subcontractor's ownership, management, financial condition, or otherwise; or (iii) there have been one (1) or more material misrepresentations by or concerning the subcontractor. The City reserves the right to terminate the Agreement if Contractor, in whole or in part, is acquired by another entity during the term of this Agreement.

In the event the Contractor is allowed to sublet any part of the Agreement, the Contractor shall be as fully responsible to the City for the acts and omissions of the subcontractor and of the persons employed or directly or indirectly employed by the subcontractor as he is for the acts and omissions of persons employed by Contractor. The Contractor shall not be allowed to subcontract the work on this project. The computation for percentages shall be based on monetary values. In addition, Contractor shall submit and, as necessary, update subcontractor information (including but not limited to payments thereto), for any and all subcontractors used on City project(s), in the City's compliance tracking software, B2GNow. The City shall have the right to withhold future disbursement of funds under this Agreement and any future Agreements until the requirements of this provision have been met.

37. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

38. SURVIVAL. The parties hereto acknowledge that provisions that require or contemplate performance or observance after expiration or termination of this Agreement shall survive the expiration or termination of this Agreement and continue in full force and effect.

39. TERMINATION

1) It shall be cause for the immediate termination of this Agreement if, after its execution, the City determines that either:

a. the Contractor or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, misappropriation of government funds, or any other collusive and illegal activity pertaining to bidding and governmental contracting; or

b. the Contractor subcontracted, assigned, delegated, or transferred its rights, obligations or interests, voluntarily or involuntarily, under this Agreement without the City's consent or approval; or

c. the Contractor has filed bankruptcy, has been adjudicated bankrupt, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of the Contractor's assets.

2) The City may cancel/terminate this Agreement, in whole or in part, as a result of Contractor's failure to comply with any of the terms, conditions and/or specifications herein, upon notifying the Contractor in writing and the Contractor's failure to cure such breach within 10 calendar days of such notice. At the City's option, the City may return the rejected portion of such goods to the Contractor at Contractor's expense or hold the same for such disposal as Contractor shall indicate, without invalidating the remainder of this Agreement; or the City may reject the entire shipment for such goods and cancel this Agreement for any undelivered balances of goods. In the event of any such rejection/termination, the City shall have the right to purchase like goods elsewhere and charge the Contractor with any loss or damage (either direct or indirect) sustained by the City, including but not limited to, any difference between the price paid by the City for such like goods and the price specified herein, attorneys' fees and court costs. The City shall not be obligated to pay for any goods shipped which are rejected by it. All claims for monies due to or become due from the Contractor shall be subject to deduction or set off by the City by reason of any counterclaim arising out of this or any other transaction with the Contractor.

3) Notwithstanding the foregoing or any section herein to the contrary, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Contractor.

4) The City may, in its sole discretion, suspend and/or terminate the Agreement for convenience upon giving thirty (30) calendar days prior written notice to the Contractor. In the event of such termination, the Contractor shall be entitled to receive payment for goods received by the City in accordance with the Agreement up to the date of termination. In the event a purported termination for cause by the City is in error, then such termination may, at the City's sole discretion, be deemed to be a termination for convenience under this section. Such termination by the City shall not be deemed a breach of contract by the City, and the Contractor shall not be compensated for any anticipatory profits, or other damages of any description, that have not been earned as of the date of termination.

5) The Contractor shall deliver to the City all hard copy and electronic files maintained on behalf of the City within thirty (30) calendar days of termination of this Agreement. Upon reasonable request, the City reserves the right to obtain such information prior to the termination of this Agreement.

40. TITLE & RISK. The title and risk of loss of the goods shall not pass to the City until the City actually receives and takes possession of the goods at the point or points of delivery. The Contractor/successful bidder shall assume all liability and responsibility for delivery of the goods in good condition to the City.

41.TRANSPORTATION CHARGES/F.O.B. DELIVERY. All pricing is F.O.B. destination, in

which the bidder shall be responsible for freight, transportation costs, and all incidental charges, unless delivery terms are specified otherwise in the bid and agreed to by the City. In the event shipping other than FOB destination is allowed by the City, The City agrees to reimburse the Contractor for transportation costs in the amount specified in the Contractor's bid, or actual costs, whichever is lower, provided the City shall have the right to designate what method of transportation shall be used to ship the goods.

42. WARRANTY. The Contractor warrants to the City that all goods/work shall be free from defects in design and faulty or improper materials and/or workmanship, shall be in strict compliance with the terms of this Agreement and shall be fit and sufficient for the purpose intended. This warranty shall be effective at the time of delivery.

43. NONDISCRIMINATION. Contractor hereby agrees to abide by, to take affirmative action to ensure that, and to comply with Title VI and Title VII of the Civil Rights Act of 1964 and all other federal, state or local laws prohibiting discrimination, which provide in whole or in part, that no person shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in Contractor's employment practices on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, state or statutory law. Contractor shall, upon request, show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination. In the event Contractor fails to comply with City's nondiscrimination policy and any and all other laws prohibiting discrimination, this Agreement may be canceled, terminated or suspended in whole or in part by City.

City reserves the right to investigate any claims of illegal discrimination by Contractor and in the event a finding of discrimination is made and upon written notification thereof, Contractor shall take all necessary steps to cure and rectify such action to the reasonable satisfaction of City. Contractor's failure or refusal to do so shall be cause for termination of this Agreement in accordance with the terms of this Agreement.

Any other agreement which relates to this Agreement to which Contractor is a party, including without limitation, Contractor's agreements with its subcontractors, shall specifically contain a provision to this effect.

44. INDEPENDENT CONTRACTORS. Nothing in this Agreement shall be deemed or construed to represent that Contractor, or any of Contractor's employees or agents, are the agents, representatives, or employees of City. Contractor acknowledges that it is an independent contractor over the details and means for performing this Agreement. Anything in this Agreement which may appear to give City the right to direct Contractor as to the details of the performance of its obligations hereunder or to exercise a measure of control over Contractor is solely for purposes of compliance with local, state and federal regulations and means Contractor will follow the desires of City only as to the intended results of the scope of this Agreement.

It is further expressly agreed and understood by Contractor that neither it nor its employees or agents shall hold themselves out contrary to the terms of this paragraph, and City shall not be liable for any representation, act or omission of Contractor contrary to the provisions hereof.

45. EMPLOYMENT OF ILLEGAL IMMIGRANTS. Contractor hereby certifies to comply with all applicable federal and state laws prohibiting the employment of individuals not legally authorized to work in the United States. Contractor shall not knowingly (i) utilize the services of

illegal immigrants; or (ii) utilize the services of any subcontractor who will utilize the services of illegal immigrants in the performance of the contract. In the event Contractor fails to comply with any and all local, state and federal laws prohibiting the employment of individuals not legally authorized to work in the United States, this Agreement may be canceled, terminated or suspended in whole or in part by City, and Contractor may be prohibited from contracting to supply goods and/or services to City for a period of one (1) year from the date of discovery of the usage of illegal immigrant services in the performance of a contract with City.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

HERE

IN WITNESS WHEREOF, the parties, by and through their duly authorized representatives, have executed this Agreement between the CITY OF MEMPHIS and MANSFIELD OIL COMPANY OF GAINESVILLE, INC.

CITY OF MEMPHIS

By: _____
Paul A. Young, Mayor

MANSFIELD OIL COMPANY OF GAINESVILLE, INC.

By: Dan Luther
Dan Luther, VP - Sales

APPROVED AS TO FORM:

_____
Chief Legal Officer/City Attorney

ATTEST

_____
Comptroller

Docusign Envelope ID: 7614ECAD-525C-480C-A3AC-205F54937C97

Certification of Signature

"I, Dan Luther, hereby certify that the faxed/electronic/copied signature below is my legally enforceable signature."

Signed by:
Dan Luther
6F3154F0FE964FC...
Signature

VP, Sales
Title

Mansfield Oil Company of Gainesville, Inc
Company

9/24/2025
Date

OCT 1 AM9:04

EXHIBIT NO. 1

Region 14 Education Service Center (ESC)

Contract # 159331

for

Motor, Aviation, & Bulk Fuels & Related Products & Services

with

Mansfield Oil Company of Gainesville, Inc.

Effective: May 1, 2025

The following documents comprise the executed contract between the Region 14 Education Service Center and Mansfield Oil Company of Gainesville, Inc., effective May 1, 2025:

I. Vendor Contract and Signature Form
II. Supplier's Response to the RFP, incorporated by reference

Docusign Envelope ID: 8B3C7835-3951-4552-816B-2561506171A0

Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

May 5, 2025

Chris Carter
Sr. Manager Bids & Sales Analytics
Mansfield Oil Company of Gainesville, Inc.
1025 Airport Parkway SW
Gainesville, GA 30501
Sent via email to: mocbids@mansfieldoil.com

Re: Award of Contract #159331, Motor, Aviation, & Bulk Fuels & Related Products & Services

Dear Mr. Carter:

Region 14 Education Service Center is happy to announce that Mansfield Oil Company of Gainesville, Inc. has been awarded Contract #159331 based on the proposal submitted to Region 14 ESC in response to RFP #25-S815, Motor, Aviation, & Bulk Fuels & Related Products & Services. As stated in the RFP, Article VI. Signature Form, this contract award letter is the countersignature to Mansfield Oil Company of Gainesville, Inc.'s response and provides Region 14's acceptance of the response and establishes the contract.

The contract is effective May 1, 2025. The contract may be renewed in accordance with the contract terms and conditions.

We look forward to a long and successful partnership.

If you have any questions or concerns, feel free to contact me at (325) 675-8600.

Sincerely,

Signed by:
Emily Jeffrey
4FE64E70707547B...
Emily Jeffrey
Region 14, Chief Financial Officer

MANSFIELD

TECHNICAL PROPOSAL



PREPARED FOR

Region 14 Education Service Center

OMNIA Partners Evaluation Committee

SOLICITATION NUMBER: RFP 25-S815

MOTOR, AVIATION, & BULK FUELS & RELATED PRODUCTS & SERVICES

Submitted By:

Mansfield Oil Company

1025 Airport Parkway

Gainesville, GA 30501

mocbids@mansfieldoil.com

800-695-6626

678-450-2242

BIGGER REACH. BROADER SOLUTIONS. BETTER ADVICE. NOW YOU CAN

MANSFIELD

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Title Page

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MANSFIELD

Cover Letter

OMNIA Partners – RFP 25-S815
REQUEST FOR PROPOSAL RFP FOR MOTOR, AVIATION,
& BULK FUELS & RELATED PRODUCTS & SERVICES

Region 14 Education Service Center & OMNIA Partners Evaluation Committee,

Mansfield Oil Company of Gainesville, Inc. (Mansfield) appreciates the opportunity to participate in your Request for Proposal# 25-S815 and is pleased to submit this comprehensive response for review.

Mansfield has a decades-long history of offering industry-leading expertise and advice that removes cost and complexity from the fuel supply-chain. As a long-standing OMNIA Supplier Partner, members like Region 14 ESC can achieve their goals when supported by Mansfield's:

- **Bigger Reach** – from a partner with the purchasing power and national distribution network necessary to always deliver what you need, wherever you need it.
- **Broader Capabilities** – so you have easy access to products, services, and technologies that cover the lifecycle of the gallon thereby consolidating data, eliminating vendor sprawl, and streamlining your operations.
- **Better Advice** – from a team of industry veterans who work closely with you to help navigate your toughest energy challenges, find creative solutions, and continuously improve your fuel management program.

Mansfield's supply depth, logistical reach, technological agility, crisis response capability, and financial durability ensure comprehensive service to customers like Region 14 ESC and other OMNIA members – and enable Mansfield to meet and exceed the requirements listed in this RFP. A summary of Mansfield's proposed offerings under this solicitation, powered by unparalleled resources and capabilities, is included below.

We appreciate the opportunity to earn your business and innovate with you. Thank you again for the opportunity to submit this proposal, and we look forward to hearing from you.

Best Regards,

Dan Luther
VP, Sales
Mansfield Oil Company of Gainesville, Inc.
Email : mocbids@mansfieldoil.com

MANSFIELD

Section 1 – Signature Form

VI. SIGNATURE FORM

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective supplier must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. A contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless conspicuously noted by the supplier following the requirements of Deviations and Exceptions section in the Instructions to Suppliers. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this response in collusion with any other supplier and that the contents of this proposal as to prices, terms or conditions of this response have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed for **120 days**.

Mansfield Oil Comany of Gainesville, Inc.
Company Name

1025 Aiport Parkway SW
Address

Gainesville	GA	30501
City	State	Zip

(800)695-6626	(678)450-2242
Telephone Number	Fax Number

mocbids@mansfieldoil.com
Email Address

Chris Carter	Sr. Manager Bids & Sales Analytics
Printed Name	Position

Authorized Signature

Version April 10, 2024

EXHIBIT NO. 2

INSURANCE REQUIREMENTS
FOR
GS **FUEL PURCHASE & DELIVERY**

The Company shall not commence any work under this contract until it has obtained and caused its subcontractors to procure and keep in force all insurance required. The Company shall require all subcontractors to carry insurance as outlined below in case they are not protected by the policies carried by the Company. The Company shall furnish the City and Division to which services or materials are being provided under this contract a Certificate of Insurance and/or each policy attested by a duly authorized representative of the insurance carrier evidencing that the insurance required hereunder is in effect. All insurance companies must be acceptable to the City of Memphis and licensed or authorized in the state of Tennessee with a Best Insurance Rating of A and Class VII or better.

If any of the Insurance Requirements are non-renewed at the expiration dates, payment to the Company may be withheld until those requirements have been met, or at the option of the City, the City may pay the renewal premiums and withhold such payments from any monies due the Company.

Certificate Holder: City of Memphis
Attn: Risk Management
170 N. Main St., 5th Floor
Memphis, TN. 38103

Each certificate or policy shall require and state in writing the following clause:

"The City of Memphis, its officials, agents, employees and representatives shall be named as additional insured on General Liability, Auto Liability and Umbrella/Excess Liability policies."

Company shall provide notice to the City within seven (7) business days following receipt of any notice of cancellation or material change in Company's insurance policy from Company's insurer. Such notice shall be provided to City by registered mail, to the following addresses:

City of Memphis
Attn: Purchasing Agent
125 North Main, Room 354
Memphis, TN 38103

WORKERS COMPENSATION:

Option I: The Company shall maintain in force Workers' Compensation coverage in accordance with the Statutory Requirements and Minimum Limits of the State of Tennessee and shall require all subcontractors to do likewise.

Employer's Liability	$100,000	Each Accident
	$500,000	Disease-Policy Limit
	$100,000	Disease-Each Employee

Option II: Company has submitted the provided Workers' Compensation letter to the City of Memphis affirming they have fewer than five (5) employees and acknowledge they are financially responsible for all their employees on the job injuries. Company further affirms that should they employ five (5) or more employees in the future, Company will notify the City and provide a certificate of insurance confirming the required Workers' Compensation coverage as required by law.

AUTOMOBILE LIABILITY:

Option I: Covering owned, non-owned, and hired vehicles with Minimum Limits of:

$1,000,000 Each Occurrence – Combined Single Limits

COI will have owned, non-owned, and hired checked or "ANY" checked. City of Memphis named as Additional Insured.

Option II: Covering non-owned, and hired vehicles with Minimum Limits of:

$1,000,000 Each Occurrence – Combined Single Limits

COI will have non-owned and hired checked. City of Memphis named as Additional Insured.

COMMERCIAL GENERAL LIABILITY:

Commercial General Liability Insurance, including Premises and Operations, Contractual Liability, Independent Contractor's Liability, and Broad Form Property Damage Liability Coverage with Minimum Limits of:

$2,000,000	General Aggregate
$2,000,000	Products-Completed Operations
$1,000,000	Personal and Advertising Injury
$1,000,000	Each Occurrence (Bodily Injury & Property Damage)
$ 50,000	Fire Damage any One Fire

ENVIRONMENTAL / POLLUTION LIABILITY with Minimum Limits of:

$1,000,000 Each Occurrence / $2,000,000 Aggregate

UMBRELLA / EXCESS LIABILITY with Minimum Limits of:

$4,000,000 Each Occurrence / $4,000,000 Aggregate

PROPERTY INSURANCE:

The Company shall be responsible for maintaining all property insurance on their own equipment and shall require all subcontractors to do likewise.

SUB-CONTRACTORS:

The Company shall require all sub-contractors to carry insurance as outlined above in case they are not protected by the policies carried by the Company.

The Company is required to provide copies of the insurance policies upon claim or lawsuit requiring disclosure of full copies of policies.

MOTOR AND AVIATION FUELS, BULK FUELS, AND RELATED PRODUCTS AND SERVICES
Executive Summary

Lead Agency: Region 14 ESC

Solicitation: #25-S815

RFP Issued: February 4, 2025

Response Due Date: March 13, 2025

Proposals Received: 3

Awarded to: Mansfield Oil Company of Gainesville, Inc., and Petroleum Traders Corporation

Region 14 Education Service Center (ESC) Department of Procurement issued RFP 25-S815 on February 4, 2025, to establish a national cooperative contract for Motor and Aviation Fuels, Bulk Fuels, and Related Products and Services.

The solicitation included cooperative purchasing language in Section I. Introduction:

National Contract
*Region 14 Education Service Center (ESC), as the Principal Procurement Agency, defined in Appendix B, has partnered with OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**") to make the resultant contract (also known as the "**Master Agreement**" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**"), through OMNIA Partners' cooperative purchasing program.*

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Bonfire
- OMNIA Partners website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino County Sun, CA
- Honolulu Star-Advertiser, HI
- The Herald-News – Will County (IL)
- The Advocate – New Orleans, LA
- The New Jersey Herald, NJ
- Albany Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Deseret News, UT
- Richmond Times-Dispatch, VA

- Seattle Daily Journal of Commerce, WA
- Abilene Reporter, TX
- Helena Independent Record, MT
- Las Vegas Review-Journal
- Kennebec Journal, ME

On March 13, 2025 proposals were received from the following offerors:

- Mansfield Oil Company of Gainesville, Inc.
- Petroleum Traders Corporation
- Pinnacle Petroleum, Inc.

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with Mansfield Oil Company of Gainesville, Inc., and Petroleum Traders Corporation and proceeding with contract award(s) upon successful completion of negotiations.

Geographic Preferences: No geographic preferences were included in the evaluation of the responses**.**

Region 14 ESC, OMNIA Partners and the following offerors successfully negotiated a contract: Mansfield Oil Company of Gainesville, Inc., and Petroleum Traders Corporation. Region 14 ESC executed the agreements, each with a contract effective date of May 1, 2025.

Contract includes: The suppliers provided federal funds certifications which are available on the OMNIA Partners website for review.

Term:

Initial three (3) year agreement from May 1, 2025 through April 30, 2028 with the option to renew for two (2) additional one-year periods through April 30, 2030.

Pricing: Is available upon request.

SCHEDULE A - CUSTOMER PRICING

- **Product (exclusive of any applicable taxes):**
  - Transport Truck ULSD Clear Diesel:
    Memphis, TN Same Day Net Contract LOW + $0.0142 per gallon

  - Transport Truck Gasoline:
    Memphis, TN Same Day Net Contract LOW + $0.0342 per gallon

- **Freight Charges (exclusive of any applicable taxes):**
  - All Freight Charges are pass-throughs under the OMNIA agreement.
    ** We were able to lock in the freight rates below**

    - Estimated Freight
      - Transport Truck Diesel: + $0.0355 per gallon
      - Transport Truck Gasoline: + $0.0314 per gallon

    - Pump Fees, Delivery Fees, Split Fees, Minimum Freight, and Demurrage at Customer Sites will also be pass-throughs to the Customer.

- **Fixed Price Fuel Hedging:**
  - For government agencies who wish to protect their budgets from unexpected market surges, locking in a fixed price fuel hedging program may be a great way to eliminate volatility and lock in fuel spend. There is no “one size fits all” approach to managing fuel price risk, which is why Mansfield offers a range of options that can be individually priced, agreed upon, and executed based on the market conditions and entities preferences.

1st EMAIL

Annie Mathis

From: Crim, Chequita <chequita.crim@memphistn.gov>
Sent: Friday, May 29, 2026 4:41 PM
To: Annie Mathis; Debby White
Subject: Mansfield Oil Contract
Attachments: Executive_Summary.pdf; 159331_Mansfield_MAD_Redacted_2025_05_01.pdf

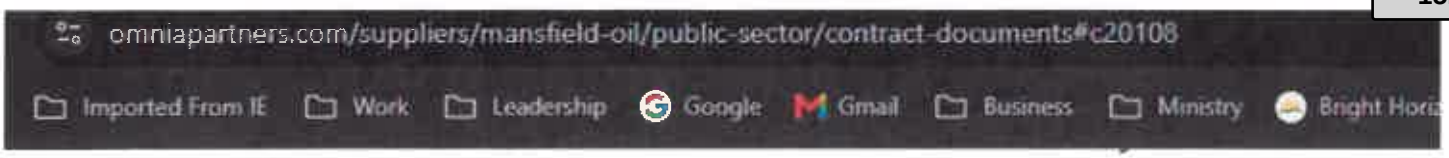
Attachment #1 Attachment #2

Follow Up Flag: Follow up
Flag Status: Flagged

Some people who received this message don't often get email from chequita.crim@memphistn.gov. Learn why this is important

Hello,

It was a pleasure speaking with you. Please see the screenshot below, as well as the original Omnia agreement with Mansfield Oil Company. The term is also listed in the attached Executive Summary.



already registered with National IPA, U.S. Communities, or NCPA con need to re-register to use a legacy National IPA, legacy U.S. Commun NCPA remain separate legal entities and lead agency contracts comp approved term. In the event we believe re-registration is necessary f

Motor and Aviation Fuels, Bulk Fu

Region 14 ESC - TX

Contract Number: 159331

Initial Term: May 1, 2025 through April 30, 2028
Renewal Options: Option to renew for two (2) additional one-year pe

DOWNLOAD CONTRACT FILES

Executive Summary

- Executive Summary
- Pricing
- Due Diligence
- Fuels Tax License

Master Agreement Documents

- Official Signed Contract

Thank you,

Chequita Crim
Sourcing & Purchasing Agent

Division of Finance | Sourcing & Procurement
125 N. Main St., Room 546
Memphis, TN 38103
Office 901.636.6107
Mobile 901.307.7857
Chequita.Crim@memphistn.gov

City of MEMPHIS FINANCE DIVISION

NIGP Using Federal Grant Funds Advanced SPECIALIZATION

NIGP Risk Analysis ADVANCED

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Annie Mathis

From: Amanda Durnell <ADurnell@mansfieldoil.com>
Sent: Thursday, June 18, 2026 11:49 AM
To: Annie Mathis; Debby White
Cc: Clay Turner
Subject: Meeting Recap
Attachments: Attachment #1 42542 Mansfield Oil - NEW Fy26 Fuel Supply & Delivery til 4.30.2028 @ $23Mill.pdf; City of Memphis - Schedule A pricing.pdf Attachment #2

Follow Up Flag: Follow up
Flag Status: Flagged

Good afternoon Annie & Debby! It was great talking with you, and I'm glad we could provide the clarification you needed.

I've attached the executed contract with the City and the Schedule A with pricing. Below is a link to the recording. If for some reason it doesn't work, please let me know.

Recap: MLGW/Mansfield Fuel contract discussion Thursday, June 18 | Meeting | Microsoft Teams

If there is anything else I can help with, please don't hesitate to reach out.

Thanks!

Amanda Durnell

Strategic Account Executive
Mansfield Energy
Mobile: 260-450-1536
adurnell@mansfieldoil.com

MANSFIELD

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"No matter how much success you're having, you can't continue working together if you can't communicate." – Matt Cameron

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MLGW

INTERDEPARTMENTAL MEMORANDUM

To: Camela Mitchell, Purchasing Supervisor

From: Debby White, Procurement Specialist II

Subject: Ratifications for (1) MT # 11666 - Purchase Order 7076089 & (2) MT # 11674 – Purchase Order 7046271

Date: October 27, 2026

Memorandum: Ratification of Fuel Purchase Orders

Background:

MinuteTraq No. 11674 concerns Purchase Order No. 7046271, issued to Mansfield Oil Company of Gainesville on July 13, 2023, under joint fuel Contract No. 39897 with the City of Memphis. When the three-year contract expired on October 30, 2025, the City advised Memphis Light, Gas and Water (MLGW) that it was negotiating a new agreement with Mansfield Oil Company and expected to finalize it in November. On November 19, 2025, the City notified MLGW that it had awarded new fuel Contract No. 42542 to Mansfield Oil Company.

To avoid disruptions in the Division's supply of diesel and unleaded fuel during the transition, MLGW extended Purchase Order No. 7046271 from October 30 through November 19, 2025. Ratification is required only for this 20-day extension; no additional funding is requested. Purchasing decided to ratify this order with the new order implemented under MinuteTraq No. 11666.

MinuteTraq No. 11666 concerns MLGW's use of City of Memphis Contract No. 42542 and Purchase Order No. 7076089 for the continued procurement of diesel and unleaded fuel. The contract runs from the City's execution date through April 30, 2028, with options for two additional one-year extensions.

Purchase Order No. 7076089 was issued before approval by the MLGW Board and Memphis City Council to avoid a disruption in fuel supply while the new contract awaited final City approval.

The City initially provided a heavily redacted version of Contract No. 42542, which obscured pricing information and delayed submission of the ratification resolution. MLGW's review also determined that the executed agreement did not identify MLGW as a joint partner. MLGW notified the City on July 21, 2026, that the contract needed to be amended. After several meetings, the City agreed to add MLGW as a joint partner, and MLGW received the amended contract on August 18, 2026.

Requested Action:

Approval is requested to ratify: (1) the use of Purchase Order No. 7046271 during the 20-day transition from Contract No. 39897 to Contract No. 42542; and (2) Purchase Order No. 7076089 under Contract No. 42542. Both actions maintained continuity of the Division's fuel supply while the City completed the new agreement and amended it to include MLGW as a joint partner.