RESOLUTION 11-92  Passed October 24, 2011

AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS, TO SIGN AN AMENDED FUEL SUPPLY AGREEMENT AND AN UPDATED BRANDING AGREEMENT WITH WESTERN PETROLEUM COMPANY, AN AFFILIATE OF WORLD FUEL SERVICES, INC., FOR THE PURCHASE OF CONOCOPHILLIPS AVIATION FUELS AT THE DEKALB TAYLOR MUNICIPAL AIRPORT.

WHEREAS, on May 1, 2011 the City of DeKalb entered into fuel supply agreement with Western Petroleum Company, that continues through April 30, 2014, for the exclusive purchase of Exxon/Mobil aviation fuels at DeKalb Taylor Municipal Airport (DTMA); and,

WHEREAS, on May 1, 2011 the City of DeKalb entered into branding agreement with Western Petroleum Company, that continues through April 30, 2014, for the purpose of identifying the manner in which the Exxon/Mobil brand of aviation fuels is presented at DeKalb Taylor Municipal Airport (DTMA); now,

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of the City of DeKalb, Illinois, as follows:

Section 1. That the Mayor of the City of DeKalb be authorized and directed to execute the amended Fuel Supply Agreement, the updated Fuel Branding Agreement, and related documentation with Western Petroleum Company, an affiliate of World Fuel Services, Inc., for the exclusive purchase of ConocoPhillips aviation fuels at DeKalb Taylor Municipal Airport (DTMA), copies of which are attached hereto and made a part hereof as Group Exhibit “1.”

Section 2. That the City Clerk of the City of DeKalb be authorized and directed to attest the Mayor’s signature.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a regular meeting thereof held on the 24th day of October, 2011 and approved by me as Mayor on the same day.

ATTEST:

[Signatures]

STEVE KAPITAN, City Clerk

KRIS POVLSEN, Mayor
BRANDING AGREEMENT

September 7, 2011

City of DeKalb
Tom Cleveland
3232 Pleasant St.
DeKalb, Illinois 60115

Re: ConocoPhillips Company ("Company") Dear

Mr. Tom Cleveland:

We are writing to you in connection with the fuel supply agreement between City of DeKalb a Illinois municipality ("Customer") and World Fuel Services, Inc., a Florida corporation ("Seller" or "World Fuel") dated April 1st, 2011 ("fuel supply agreement").

The fuel supply agreement provides for Customer's purchase of aviation fuels and other petroleum products from Seller for resale at Customer's retail outlet at 3232 Pleasant St., DeKalb, Illinois 60115 ("Customer's Location"). Customer is hereby authorized to sell, at Customer's Location, products of Company ("Company's Products") under the brands and signs, and under the trade names, trademarks, trade addresses, brand names, labels, insignias, symbols and imprints owned by Company or used by Company in its business and authorized by Seller and Company from time to time (collectively "Company's Marks"), subject to the following terms and conditions:


(a) As approved by Seller from time to time, Customer is authorized to display, on a non-exclusive basis, Company identification and/or Company's Marks in connection with the sale of Company's Products at Customer's Location solely for the purpose of designating the origin of said products. Customer is not a licensee of Company's Marks.

(b) Each of the following petroleum products shall be continuously stocked and offered for sale at Customer's Location in such quantities as are necessary to meet the demand therefor: Company's Aviation Gasoline 100LL and Company's Jet A Turbine Fuel. Customer shall cause the dispensing equipment, displays and advertisements for Company's Products and brands to be as prominent and in as convenient positions as those for any other products offered for sale at Customer's Location.

(c) If there shall be posted, mounted, or otherwise displayed on or in connection with Customer or Customer's Location any sign, poster, placard, plate, device or form of advertising matter, whether or not received from Seller, consisting in whole or in part of the name of Company or any of Company's Marks, Customer agrees that it shall at all times display same properly in accordance with Company's
requirements, and all such signage or identification will be obtained by Customer at Customer's expense only from Seller approved sources. Customer shall discontinue the posting, mounting, or display of same immediately upon Customer's ceasing to sell Company's Products or in any event upon demand by Seller, and Customer shall take no action which will diminish or dilute the value of Company's Marks.

(d) Seller desires to maintain the quality of Company's Products sold hereunder. Accordingly, Customer will not in any manner mix, commingle, adulterate, blend, dilute or otherwise change the composition of any of Company's Products purchased from Seller hereunder and resold by Customer under Company's Marks unless mutually agreed by both parties pursuant to a site specific co-mingling agreement.

(e) Customer agrees that, upon its ceasing to sell Company's Products or upon termination of this agreement, Customer shall promptly return to Seller any advertising material that uses Company's Marks and shall relinquish possession of and cease use of any of Company's and/or Seller's equipment which may have been leased to Customer for the purpose of advertising, storage, handling, dispensing, selling or using Company's Products purchased hereunder.

(f) Customer agrees that Company, at its sole election, may enforce Customer's agreements and obligations as required in this agreement. Customer further agrees that Company is authorized at Company's sole discretion to commence and conduct legal proceedings in Seller's name for the purpose of enforcing Customer's obligations in connection with this agreement.

(g) If Customer offers for sale products purchased on an unbranded basis or under a brand name other than Company's, Customer shall refrain from all use of Company's Marks on or in connection with the sale of such products. Customer further agrees to protect the identity of Company's products and Company's Marks by all reasonable means that would prevent customer confusion or misinformation, including, but not limited to, compliance with any guidelines issued by Seller and/or Company to prevent such confusion. In addition, Customer agrees to comply with any additional requirements of any applicable law, ordinance, or regulation regarding the labeling of petroleum products.

(h) All signs supplied to Customer by Seller advertising Company's Products or which are in the colors used by Company to identify its products or the places at which its products are sold and all rights therein are, and shall continue to be, the property of Company. No other signs shall be placed on a sign pole containing a sign advertising Company's Products other than signs approved by Seller advertising the World Fuel Services Network. During the life of this agreement and within a reasonable period thereafter, either Company or Seller may, upon notice to Customer, remove or obliterate such signs, and repaint so much of the premises as it elects, in a color or colors selected by it. If Company or Seller removes or obliterates any signs or repaints any of the premises, neither Company nor Seller need restore any pre-existing signs or paint schemes of the premises. Customer shall not use other signs to advertise Company's Products without Seller's prior written consent. Upon termination of this agreement, Customer
shall immediately discontinue any and all use of such insignia and shall obliterate such insignia from all real or personal property utilized by Customer. Customer likewise shall obliterate such insignia from any of Customer's real or personal property before selling any such property to a third party.

(i) Customer shall not use Company's name and/or the Phillips 66 Brand in any email address, domain name, website name and/or URL address nor be authorized or permitted to use Company's name, any Company's brand, including but not limited to the Phillips 66 Brand, in any such name and/or address.

(j) At no time during the Term hereof shall Customer advertise or use in advertising or any other form of promotion the Phillips 66 Brand except as may be approved by Company, such approval not to be unreasonably withheld. Furthermore, if Customer is granted the right to use the Phillips 66 Brand in conjunction with websites, advertising, business forms, structures, vehicles and other Customer property directly related to the advertising, distribution and/or sale of Branded Products under this Agreement, Customer must properly identify itself as a "Branded Aviation Marketer" adjacent to the Phillips 66 Brand. At no time during the Term hereof and at no time from and after the expiration or termination of the Term hereof shall Customer advertise or otherwise utilize, either at its place of business or elsewhere, any marks, trade dress, logotypes, or names confusingly similar to any Company brands, including but not limited to, the Phillips 66 Brand.

(k) Customer shall not allow at its place of business any activities or merchandise which are illegal or morally offensive or which otherwise bring the Phillips 66 Brand into disrepute.

2. Brand And Image Standards.

(a) Consistent with the principles herein set forth, Customer shall conduct its independent business operations in compliance with the minimum standards set forth below (hereinafter called "Brand and Image Standards"), which will promote the continuing good reputation of the Phillips 66 Brand and all other marketers and dealers authorized to display the Phillips 66 Brand. Furthermore Customer shall comply with all updates, revisions, and further details of these Brand and Image Standards as set forth on the Company's Marketing website from time to time, which is incorporated herein by this reference.

(i) Facility Standards:

1. Display at least one approved Phillips 66 sign with internal lighting, where appropriate.
2. Provide well maintained and clean lobby and waiting area for passengers.
3. Provide flight planning area, including telephone and automated weather reporting equipment.
4. Provide well maintained and clean public restrooms.
5. Accept Debit Cards and ConocoPhillips Accepted Credit Cards and utilize ConocoPhillips Endorsed or Limited-Endorsed EPOS equipment.
6. Provide well maintained ramp area clear of obstacles and debris
and of adequate size with aircraft tie-downs.
7. Maintain hours of operation consistent with other airports in the region offering like services.
8. Provide well maintained interior and exterior of facility.

(ii) Service Standards:
Facility personnel shall wear appropriate dress to reflect a consistent image that exhibits professionalism in the aviation service business. The Phillips 66 Aviation winged logo shall be part of the prescribed uniform.

(iii) Training:
(1) Line service technicians shall complete the Phillips 66 Line Training program or the NATA Professional Line Service Training ("PLST") within thirty (30) days of hire date, which shall be confirmed and documented by a supervisor.

(2) Mandatory attendance at a Phillips 66 quality control and fire safety training seminar once every 24 consecutive calendar months for at least one employee of Customer. Customer shall ensure that it has at least one supervisor on staff that has attended either the Phillips 66 quality control and fire safety seminar or the NATA Line Service Supervisor Training ("LSST"). Other employees who fuel aircraft, accept fuel shipments, or otherwise handle fuel must receive at least initial on-the-job quality control and fire safety training and recurrent instruction every 24 consecutive calendar months, which shall be confirmed and documented by a supervisor.

(b) Any exceptions to the Brand and Image Standards require written consent from Company.

(c) Branded FBO(s) will be inspected annually by a Company representative or third party contractor for compliance with these minimum Brand and Image Standards.

(d) Company retains the right to revise these minimum standards from time to time, and Company or Seller shall give Customer notice of any revisions. Customer shall have a reasonable time after notice thereof to comply with any such revision.

3. Inspection and Measurement.

(a) The quantity and quality of products sold hereunder shall for all purposes be deemed to be the quantity and quality set forth in Seller's documents of delivery. As specified herein, Customer shall be responsible for conducting an inspection by an appropriately trained representative at Customer's sole risk and expense. Customer shall be responsible for any delay in delivery caused by the inspection and such inspection shall be noted on the associated delivery paperwork. If Customer fails to inspect Company's Products altogether or fails to inspect them in such a manner as designated herein, Customer does so at its own risk and
agrees to indemnify and hold Seller harmless against all consequences of such failure. Prior to Seller delivering, or causing to be delivered, product to Customer's Location, Customer shall certify and confirm that its personnel are competent to inspect and handle product upon delivery in accordance with the requirements herein and any other standards required by Seller and/or Company from time to time.

(b) Any claim for defect or variance in quality or shortages of quantity in respect of the Company's Products sold hereunder shall be made, and Seller shall be notified as soon as possible and given an opportunity to inspect, at the time of delivery, and, in any event, no later than twenty-four hours after delivery upon discovery by Customer, so long as Customer could reasonably discover such defect, variance or shortage during the course of the inspection described herein. Any claims made after the twenty-four hour period shall be deemed waived. Customer shall also be deemed to have waived any claim if the products which are the subject of Customer's claim have been co-mingled with other products and such co-mingling has not been approved in writing by Seller. No claim of any kind, whether as to goods delivered or for non-delivery of goods, and whether or not based on negligence, shall render Seller liable for any loss of profit, special, incidental, consequential, punitive or exemplary damages.

(c) Customer shall provide and maintain storage and dispensing equipment as follows:

(i) To maintain the quality of Company's Products sold hereunder, Customer will, during all periods of this agreement, continuously and without interruption, furnish storage and dispensing equipment, either owned or leased by Customer, which is deemed by Seller and/or Company to be suitable for receiving, storing, advertising, handling, dispensing and using of the Company's Products. Before Seller makes an initial delivery to Customer, Seller and/or Company shall inspect the storage and dispensing equipment at Customer's Location and will advise Customer in writing of the suitability or non-suitability of such equipment. Seller will give Customer adequate notice of such an inspection.

(ii) Seller/Company will inspect the storage and dispensing equipment of Customer on a time table defined by Company at all locations into which it makes deliveries of Company's Products after Seller and/or Company has made the initial inspection referred to above. Seller/Company shall conduct such inspection in accordance with certain standards to be provided to Seller by Company. Company may, in its sole discretion, revise such standards from time to time.

(iii) If Seller or Company, in its sole discretion, determines that any storage or dispensing equipment is not suitable to ensure product quality in accordance with this agreement, regardless of whether that equipment is owned or leased by Customer, Seller may refrain from or otherwise cease making deliveries of Company's Products to Customer until Seller is satisfied that the subject equipment has been made suitable for the storage and handling of products sold hereunder. In the event Company
determines that Customer's equipment is not suitable for ensuring product quality, then Seller, at the written request of Customer, will furnish Customer a copy of the written notice of non-suitability; provided, however, Customer shall be responsible for ensuring that it maintains suitable equipment and Seller shall have no obligation to Customer in the event Customer's equipment is deemed not suitable by Company or Seller.

(d) In furtherance of Customer's obligations, Customer shall perform, or cause to be performed, the procedures set forth in this section 3 to ensure the maintenance of the quality of the Company's Products sold to Customer hereunder. Customer further agrees that it will (i) comply with such product quality procedures in connection with the handling, storage and reselling of Company's Products under Company's Marks; (ii) permit Company and/or Seller to inspect Customer's facilities and equipment at any time during this agreement; and (iii) notify Seller immediately in the event Customer fails to comply with any of the product quality procedures set forth in this section 3. Customer shall have a representative present at Customer's Location at the time of delivery to Customer who will visually inspect Company's Products to ensure that the product received is clear, bright, and free from sediment or other foreign materials and is of the proper and unadulterated color and that it is received into the proper storage or dispenser for each grade of product and that the storage or dispenser is properly marked for that grade of product. For each delivery Customer shall sign a delivery control log. If Customer fails to have a representative present at the time of delivery at Customer's delivery location, no delivery will be made.

(e) Customer shall perform the following procedures after Customer has taken delivery of Company's Products from Seller:

(i) Immediately after each receipt of fuel into Customer's storage tanks, allow tank contents to settle at least one hour per foot of liquid height for turbine fuel and fifteen (15) minutes per foot of liquid height for aviation gasoline, and withdraw any water from storage before withdrawing fuel from storage.

(ii) Daily, and immediately after each inclement weather occurrence, visually inspect fuel at the dispensing point to ensure that the product is clear, bright, and free from sediment or other foreign materials and is of the proper and unadulterated color. Clean clear bottles and/or white porcelain containers shall be used for this procedure.

(iii) At all times, keep all hatches and openings secured against intentional or accidental inducement of adulterating substances and keep dispensing nozzle dust covers in proper position when not in use.

(iv) Daily, immediately after each receipt of fuel into storage and immediately after each inclement weather occurrence, manually drain accumulated moisture and sediment from all tankage, filter, or other collection sumps or points.

(v) Monthly, operate automatic drain devices (if any) to ensure proper
operating condition.

(vi) Prior to and during each delivery of fuel to Customer and each dispensing of fuel when atmospheric temperatures are below 40 degrees F., check all sump heaters (if any) for proper functioning.

(vii) Observe filter pressure drop during each delivery of fuel to ensure that neither abnormally high nor low readings occur, and take remedial steps if any such abnormal readings do occur.

(viii) Remove and clean all screens on pumps, lines and dispensing nozzles weekly and when significant accumulations of debris and sediment are noted.

(ix) Notify Seller of any observation of Company's Products or system checks that indicate product quality is not being maintained and cease using equipment and dispensing product until such condition is corrected.

(x) Perform daily, monthly, quarterly, semi-annual and annual inspections of fixed and mobile fueling equipment in accordance with ATA 103 fueling vehicle and fixed fueling equipment check forms or in accordance with a similar inspection program as agreed to in writing by Seller. Maintain a file of completed and executed ATA 103 forms for fueling vehicles and fixed fueling equipment (or mutually agreeable alternative but equivalent forms) for a minimum of four (4) years in accordance with applicable laws and regulations.

Customer shall purchase Company's Products from Seller on a regular basis to ensure product quality. Customer shall purchase Company branded Turbine Fuel Jet A at a frequency of no more than 180 calendar days between deliveries, and Customer shall purchase Aviation Gasoline at a frequency of no more than 180 calendar days between deliveries. Should Customer exceed either the 180 day Turbine Fuel Jet A frequency or the 180 day Aviation Gasoline delivery frequency, then Customer at its sole expense shall be responsible for obtaining a representative one gallon sample of the aged product within 5 business days. Customer shall arrange for transportation of the sample(s) to a Company approved laboratory to verify compliance with specific quality tests in accordance with the latest revisions of ASTM D-1655 (for Turbine Fuel Jet A) or ASTM D-910 (for Aviation Gasoline). Upon notification by the lab of any failed test results, Customer shall immediately cease dispensing product to third parties and contact Seller. Customer shall provide Seller with results of all quality assurance tests within 10 business days of sampling. If Seller and/or Company agrees that the results of the quality assurance tests meet ASTM specifications then Customer may continue to dispense product. Re-testing of aged product is to continue every 60 calendar days until Customer purchases a fresh transport load of product from Seller of Company branded fuel. If the results of any quality assurance test do not meet ASTM specifications, then Customer agrees to cease the dispensing of the aged product. Customer shall be responsible for the removal and proper disposal of any product that does not meet ASTM specifications. With written approval from Seller and/or Company, Customer may purchase additional product to mix
with the aged, marginally off spec product and repeat the quality assurance tests. If Customer fails to conduct quality assurance tests on aged product at the specified frequency or if Customer fails to cease the dispensing of aged product which does not meet ASTM specifications, then Seller may at its option cancel and terminate this agreement.

(g) Seller and/or Company is hereby given the right to examine at any time and from time to time, the contents of Customer's tanks, containers and equipment in which Company's Products purchased hereunder are advertised, stored, handled, dispensed, sold or used and to take samples therefrom. Customer shall provide to Seller and/or Company suitable evidence of such right of Company and/or Seller (i) to examine at any time and from time to time as deemed necessary by Seller, to ensure compliance with the provisions in this agreement, the contents of Customer's tanks, containers and equipment in which Company's Products sold to Customer hereunder are advertised, stored, handled, dispensed, sold or used by Customer under Company's Marks, and (ii) to take samples therefrom. If in the opinion of Seller and/or Company (i) any samples taken from Customer are not products originally delivered from Seller to Customer hereunder, or (ii) otherwise are not in the condition in which delivered from Seller to Customer, then Seller and/or Company, at its sole option, may revoke trademark authorization for Customer's Location and Customer shall cease dispensing product to third parties.

(h) In order to maintain the quality of the Company's Products sold by Customer, Customer shall comply fully with all quality control guides and such other guides and such procedures as may be prescribed by Company or Seller from time to time regarding the handling of aviation fuels. Customer shall immediately report to Seller and Company any accident or unusual incident involving a fueled aircraft.

4. Indemnity and Reimbursement for Liabilities.

(a) To the extent Customer has incurred liability described under the following indemnity and as a result has paid or is obligated to pay sums in respect of third party liabilities, Seller, in relation to Company's Products only, shall reimburse the Customer as follows:

(i) Product Quality: Liability for bodily injury or death or for loss of or damage to property resulting from an aircraft accident caused directly by the adverse product quality of aviation fuels (which adverse product quality represents a breach of Seller's warranties under the fuel supply agreement) purchased under the terms and conditions of this agreement and the fuel supply agreement;

(ii) Aircraft Fueling: Liability for bodily injury or death or for loss of or damage to property arising out of Customer's on-airport operations as an authorized aviation fuels dealer for Company, but only during aircraft fueling while using aviation fuels purchased under the terms and conditions of this agreement and the fuel supply agreement. Aircraft fueling is defined as commencing upon insertion/connection of the fueling
nozzle and terminating upon removal/disconnection of the fueling nozzle.

(iii) Limitation: Notwithstanding the foregoing, the maximum level of reimbursement under subsections 4(a)(i) and 4(a)(ii) above shall be $50,000,000 per occurrence.

(b) Insurance

(i) Insurance Requirements Customer agrees to procure and maintain at its expense during the term of this Agreement insurance of the types and with limits of liability not less than those set out below.

1. Insurance that Customer is obliged to carry under all applicable social, Worker's Compensation and Occupational Disease laws covering all of Customer's employees performing work under this Agreement.

2. Employer's Liability Insurance with a limit of not less than $1,000,000 per accident.

3. General Public Liability Insurance, including contractual liability coverage, with a combined bodily injury and property damage limit of not less than $1,000,000 per occurrence and in the annual aggregate with respect to products liability and completed operations coverage.

4. Automobile Liability Insurance with a combined bodily injury and property damage limit of not less than $1,000,000 per accident.

5. Such other insurance in the types and amounts as Seller/Company deems necessary or as is required by applicable law. The above-stated minimum requirements are not intended to indicate the amounts and types of insurance that Customer needs or may ultimately need.

(ii) Waiver of Subrogation and Additional Insured. The policies under subsections (b)(i)(1) to (b)(i)(5) above shall be endorsed to show Seller/Company as an additional insured and all insurance policies obtained by Customer shall contain a waiver of subrogation for the benefit of Seller/Company.

(iii) Certificates of Insurance. Upon Seller/Company request, Customer shall furnish to Seller/Company certificates of insurance demonstrating that Customer has obtained the insurance coverages set out above and containing a statement that the said insurance will not be materially changed or cancelled without at least thirty (30) days prior written notice to Seller/Company. All coverages must be on forms reasonably acceptable to Seller/Company giving Seller/Company rights under such policies.

(iv) Failure to Comply. Neither failure to comply nor full compliance with the insurance provisions of this Agreement shall limit or relieve Customer from its liability and indemnity obligations as provided for in this Agreement.
(c) Company or Seller's obligation to pay or indemnify Customer under this section 4 shall only apply in the event that Customer is included in the Phillips 66-Branded Airport Dealers Excess Liability Insurance Program, Customer has signed the Phillips 66-Branded Airport Dealers Excess Liability Insurance Program -LETTER OF UNDERSTANDING, said LETTER OF UNDERSTANDING is on record with Company and Customer's claims, expenses, and/or liabilities covered by the indemnity in this section are in excess of $1,000,000 per occurrence. This indemnity of Customer will not provide protection for liabilities up to $1,000,000 per occurrence. Customer must rely on its own insurance coverage for amounts less than $1,000,000 per occurrence. If a loss is excluded or otherwise denied by Customer's insurer or by Seller's insurer for any reason, Customer is ineligible for any reimbursement under this section 4. Seller shall not have any obligation to pay and this indemnity shall not operate in the event that Customer does not have the insurance coverage referred to in the fuel supply agreement or this agreement.

(d) The indemnities of Seller under this section 4 specifically exclude the following:

(i) liability for claims related to or arising out of pollution of the environment, including, but not limited to any damages caused by spills or leakages of petroleum products into or upon soil, water, or air;

(ii) liability for claims caused by or arising out of, directly or indirectly, the gross negligence or willful misconduct of the Customer or its officers, directors, employees, agents, customers and/or independent contractors;

(iii) liability for claims related to or arising out of acts of war and/or terrorism; and

(iv) liability for claims caused by Customer's breach of this agreement, the fuel supply agreement, any equipment lease of Customer, or any other agreement of the parties.

(e) Subject to the limitations and exclusions contained in this section 4, Seller and Customer shall indemnify, defend, and hold each other harmless from claims, demands, and causes of action asserted against the indemnitee (including reasonable attorney's fees) by any person including, without limitation, Customer's and Seller's employees, for personal injury or death or for loss of or damage to property and resulting from the indemnitee's active or passive negligence or willful misconduct, or from a violation of law or a breach of this agreement by the indemnitor. Where personal injury, death, or loss of or damage to property is the result of the joint active or passive negligence or willful misconduct of Seller and Customer, the indemnitee's duty of indemnification shall be in proportion to its allocable share of joint active or passive negligence or willful misconduct. If Seller and/or Company is strictly liable under law, Customer's duty of indemnification shall be in the same proportion that the active or passive negligent acts or omissions or willful misconduct of Customer contributed to the personal injury, death, or loss of or damage to property for which Seller and/or Company is strictly liable. Further, Customer shall indemnify and hold Seller, its successors and assigns, harmless against all losses, claims,
causes of action and liabilities on account of damage to property or injury to or death of persons arising out of Customer's failure to comply with any of the requirements set forth in the fuel supply agreement and any other provisions of this agreement, and such failure by Customer shall entitle Seller to cancel this agreement immediately. Customer understands and hereby acknowledges that, but for the agreement of indemnity set forth in this Section 4, Seller would not have agreed to sell to Customer the Company's Products described herein and in the fuel supply agreement.

(f) Notwithstanding anything to the contrary contained herein, Seller shall have no duty of indemnity to the Customer to the extent that Company or Seller's insurer has not paid or is not obligated to pay to Seller those amounts which are to be paid by Seller to customer under this section 4.

(g) Each party acknowledges and agrees that the other party would be irreparably damaged in the event that any of the provisions of this agreement are not performed by the other party in accordance with their specific terms. Accordingly, it is agreed that each party shall be entitled to an injunction or any other equitable remedy to prevent or terminate breaches of this agreement by the other party and shall have the right to specifically enforce this agreement and the terms and provisions hereof against the breaching party in addition to any other remedy to which the non-breaching party may be entitled at law or equity.

5. **Term:** This agreement shall have the same term as the fuel supply agreement and shall terminate when the fuel supply agreement terminates, except that:

(a) if Customer fails to comply with the requirements of this agreement, Seller shall have the right to cease delivery of Company's Products to Customer and terminate this agreement;

(b) if a new branding agreement is substituted for this branding agreement pursuant to the terms of the fuel supply agreement, this agreement shall terminate; and

(c) notwithstanding the foregoing, upon termination of this agreement, indemnity obligations, parties' rights upon breach, all collateral and security interests in favor of Seller, obligations arising upon termination (such as discontinuing the use of Company's Marks), confidentiality provisions, and any other terms of this agreement which by their nature should survive termination shall all survive.

6. **Miscellaneous.** The terms and provisions of the section of the fuel supply agreement entitled "Miscellaneous" also shall apply to this agreement.

7. **Affiliates of World Fuel.** Fuel and/or services under the fuel supply agreement may be provided by an Affiliate of World Fuel. As used herein, an "Affiliate" of World Fuel is any corporation, partnership, joint venture or other entity in which World Fuel Services Corporation, a Florida corporation, owns, directly or indirectly, an equity interest of fifty percent (50%) or more. Accordingly, the term "Seller" as used in this agreement shall mean the "Seller" as such term is used in the fuel supply agreement.
If you are in agreement with the foregoing, please execute and return a copy of this Branding Agreement.

Very truly yours,

WORLD FUEL SERVICES, INC.

By:  
Dave Jewett  
Vice President, Sales

The undersigned agrees to the above terms and conditions this 7th day of September, 2011.

CITY OF DEKALB

By:  
[Signature]

Title  [Signature]
AMENDMENT TO FUEL SUPPLY AGREEMENT

THIS AMENDMENT is made on September 7, 2011 between Western Petroleum, Company, a Minnesota corporation ("Western") and City of DeKalb, a Illinois municipality ("Customer") to amend, change and modify the Fuel Supply Agreement between Western and Customer dated April 1st, 2011:

NOW, THEREFORE, for good and sufficient consideration, the adequacy of which is hereby acknowledged, the parties agree as follows:

1. Pursuant to the terms of the Fuel Supply Agreement, the parties hereby execute and deliver the attached ConocoPhillips Branding Agreement for Customer's purchase from Seller of aviation fuels and other petroleum products of the ConocoPhillips Company ("ConocoPhillips"), which shall be effective as of the date that Western commences providing ConocoPhillips branded products.

2. Section 18(e) shall be added as follows:

"Fuel and/or services may be provided hereunder by an Affiliate of Western. As used herein, an "Affiliate" of Western is any corporation, partnership, joint venture or other entity in which World Fuel Services Corporation, a Florida corporation, owns, directly or indirectly, an equity interest of fifty percent (50%) or more. In any transaction hereunder, the Affiliate issuing the invoice to Customer shall be deemed the seller of the fuel and/or services."

3. Except as amended herein, all of the terms, conditions, and provisions of the Fuel Supply Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Fuel Supply Agreement effective as of the date set forth above.

WESTERN PETROLEUM COMPANY

By:
Dave Jewett
Vice President, Sales
Date: 

City of DeKalb

By: 

Tom Cleveland
Title: Mayor
Date: 10-24-11
October 18, 2011

ACE PROPERTY & CASUALTY INSURANCE COMPANY
CERTIFICATE OF INSURANCE

THIS CERTIFICATE OF INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY, AND
CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THE CERTIFICATE DOES NOT
AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICY(IES) BELOW.

THIS IS TO CERTIFY that the Insured set forth below is at this date insured with ACE PROPERTY &
CASUALTY INSURANCE COMPANY as indicated under the Policy(ies) described in the following schedule.

DESCRIPTIVE SCHEDULE

<table>
<thead>
<tr>
<th>Named Insured:</th>
<th>City of DeKalb and DeKalb Taylor Municipal Airport</th>
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</thead>
<tbody>
<tr>
<td>Address:</td>
<td>200 S. Fourth Street DeKalb, Illinois 60115</td>
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<tr>
<td>Policy Number:</td>
<td>AAP N0099134A 007</td>
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<tr>
<td>Policy period:</td>
<td>From: July 1, 2011 To: July 1, 2012 (both dates at 12:01 am LST)</td>
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<tr>
<td>Location:</td>
<td>KDKB IL DeKalb Taylor Municipal Airport</td>
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<tr>
<td>Type:</td>
<td>Airport Owners and Operators liability insurance</td>
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<tr>
<td>Limits of insurance:</td>
<td>Bodily Injury, Personal Injury/Advertising Injury and Property Damage combined</td>
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<td>$20,000,000 each occurrence/offense, subject to the following limitations:</td>
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<td>Products-Completed Operations Aggregate Limit...... $20,000,000</td>
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<td>Personal Injury and Advertising Injury Aggregate Limit ...... $20,000,000</td>
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<td>Malpractice Aggregate Limit........ $20,000,000</td>
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<td></td>
<td>Fire Damage Limit Any One Fire........ $50,000</td>
</tr>
<tr>
<td></td>
<td>Medical Expense Limit Any One Person ........ $1,000</td>
</tr>
<tr>
<td></td>
<td>Hangarkeepers Limit Any One Occurrence........ $3,000,000</td>
</tr>
<tr>
<td></td>
<td>Hangarkeepers Limit Any One Aircraft........ $3,000,000</td>
</tr>
<tr>
<td></td>
<td>Non-Owned Aircraft Liability .............. $20,000,000</td>
</tr>
</tbody>
</table>

Deductible: $1,500 each occurrence or offense, but not to exceed $1,500 annual aggregate.

Additional Agreement: Solely with respect to the agreement between the Named Insured and this Certificate
Holder, WHO IS AN INSURED is amended by endorsement to include as an insured person or organization the
following Certificate Holder as an insured, but only with respect to liability to which the insurance provided
under the above Policy(ies) applies that is caused, in whole or in part, by the Named Insured’s acts or omissions
or the acts or omissions of those acting on behalf of the Named Insured in the performance of the Named
Insured’s “aviation operations”. However this agreement shall not prejudice our rights of recourse against the
under noted Certificate Holder as manufacturers, repairers, suppliers or servicing agents, where such rights of
recourse would have existed had this Additional Agreement not been effected.

One of the ACE Group of Insurance & Financial Services Companies
October 18, 2011

This certificate is issued at the request of the following Certificate Holder:

Conoco / Phillips
1 Mill Street
Parish, NY 13131

This Certificate of Insurance neither affirmatively nor negatively amends, alters, or extends the coverage(s) afforded by the policy(ies) described above. Aggregate limits shown may have been reduced by paid claims. We have made provision to provide you with thirty (30) days prior written notice in the event of cancellation of the above described policy(ies), except that such notice will be ten (10) days for non payment of premium, or such shorter periods as may be required by the automatic termination, review and cancellation provisions of the Extended Coverage - War, Hi-jacking and Other Perils Endorsement and the Nuclear Risks Exclusion Clause), if they form part of the policy(ies).

By

Jerry Ruth
Vice President
LIMITED ADDITIONAL INSURED DESIGNATED PERSON OR ORGANIZATION ENDORSEMENT

This endorsement modifies insurance provided under AIRPORT OWNERS AND OPERATORS GENERAL LIABILITY POLICY.

It is agreed that:

SCHEDULE

Name of Person or Organization:

Conoco / Phillips
1 Mill Street
Parish, NY 13131

1. SECTION III - WHO IS AN INSURED, subsection 2. is amended by adding as an insured the person or organization shown in the Schedule above but only with respect to liability to which this insurance applies that is caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your "airport operations".

2. The insurance provided by section 1 of this endorsement shall not operate to prejudice our right of recourse against the person or organization shown in the Schedule above as manufacturers, repairers, suppliers or servicing agents where such rights of recourse would have existed had this endorsement not been effected under this policy.

3. The insurance provided by section 1 of this endorsement is subject to the Limits of insurance and Deductibles shown on the Declarations, and is included within, and not in addition to, such limits and deductibles.

All other terms and provisions remain unchanged.

Authorized Representative
January 4, 2012

RE: Legal Agreements Enclosed

Please find enclosed one fully executed copy of your new agreement for your records. Thank you for your business and please do not hesitate to call or email if you have any questions, concerns or if I can assist in any way.

Best Regards,

[Signature]

Stephanie Jordan
World Fuel Services
64130 Pioneer Loop
Bend, OR 97701
PH: 541.318.3502  FX: 541.610.1562
sjordan@wfscorp.com
BRANDING AGREEMENT

September 7, 2011

City of DeKalb
Tom Cleveland
3232 Pleasant St.
DeKalb, Illinois 60115

Re: ConocoPhillips Company ("Company") Dear

Mr. Tom Cleveland:

We are writing to you in connection with the fuel supply agreement between City of DeKalb a Illinois municipality ("Customer") and World Fuel Services, Inc., a Florida corporation ("Seller" or "World Fuel") dated April 1st, 2011 ("fuel supply agreement").

The fuel supply agreement provides for Customer's purchase of aviation fuels and other petroleum products from Seller for resale at Customer's retail outlet at 3232 Pleasant St., DeKalb, Illinois 60115 ("Customer's Location"). Customer is hereby authorized to sell, at Customer's Location, products of Company ("Company's Products") under the brands and signs, and under the trade names, trademarks, trade addresses, brand names, labels, insignias, symbols and imprints owned by Company or used by Company in its business and authorized by Seller and Company from time to time (collectively "Company's Marks"), subject to the following terms and conditions:


(a) As approved by Seller from time to time, Customer is authorized to display, on a non-exclusive basis, Company identification and/or Company's Marks in connection with the sale of Company's Products at Customer's Location solely for the purpose of designating the origin of said products. Customer is not a licensee of Company's Marks.

(b) Each of the following petroleum products shall be continuously stocked and offered for sale at Customer's Location in such quantities as are necessary to meet the demand therefore: Company's Aviation Gasoline 100LL and Company's Jet A Turbine Fuel. Customer shall cause the dispensing equipment, displays and advertisements for Company's Products and brands to be as prominent and in as convenient positions as those for any other products offered for sale at Customer's Location.

(c) If there shall be posted, mounted, or otherwise displayed on or in connection with Customer or Customer's Location any sign, poster, placard, plate, device or form of advertising matter, whether or not received from Seller, consisting in whole or in part of the name of Company or any of Company's Marks, Customer agrees that it shall at all times display same properly in accordance with Company's
requirements, and all such signage or identification will be obtained by Customer at Customer's expense only from Seller approved sources. Customer shall discontinue the posting, mounting, or display of same immediately upon Customer's ceasing to sell Company's Products or in any event upon demand by Seller, and Customer shall take no action which will diminish or dilute the value of Company's Marks.

(d) Seller desires to maintain the quality of Company's Products sold hereunder. Accordingly, Customer will not in any manner mix, commingle, adulterate, blend, dilute or otherwise change the composition of any of Company's Products purchased from Seller hereunder and resold by Customer under Company's Marks unless mutually agreed by both parties pursuant to a site specific co-mingling agreement.

(e) Customer agrees that, upon its ceasing to sell Company's Products or upon termination of this agreement, Customer shall promptly return to Seller any advertising material that uses Company's Marks and shall relinquish possession of and cease use of any of Company's and/or Seller's equipment which may have been leased to Customer for the purpose of advertising, storage, handling, dispensing, selling or using Company's Products purchased hereunder.

(f) Customer agrees that Company, at its sole election, may enforce Customer's agreements and obligations as required in this agreement. Customer further agrees that Company is authorized at Company's sole discretion to commence and conduct legal proceedings in Seller's name for the purpose of enforcing Customer's obligations in connection with this agreement.

(g) If Customer offers for sale products purchased on an unbranded basis or under a brand name other than Company's, Customer shall refrain from all use of Company's Marks on or in connection with the sale of such products. Customer further agrees to protect the identity of Company's products and Company's Marks by all reasonable means that would prevent customer confusion or misinformation, including, but not limited to, compliance with any guidelines issued by Seller and/or Company to prevent such confusion. In addition, Customer agrees to comply with any additional requirements of any applicable law, ordinance, or regulation regarding the labeling of petroleum products.

(h) All signs supplied to Customer by Seller advertising Company's Products or which are in the colors used by Company to identify its products or the places at which its products are sold and all rights therein are, and shall continue to be, the property of Company. No other signs shall be placed on a sign pole containing a sign advertising Company's Products other than signs approved by Seller advertising the World Fuel Services Network. During the life of this agreement and within a reasonable period thereafter, either Company or Seller may, upon notice to Customer, remove or obliterate such signs, and repaint so much of the premises as it elects, in a color or colors selected by it. If Company or Seller removes or obliterates any signs or repaints any of the premises, neither Company nor Seller need restore any pre-existing signs or paint schemes of the premises. Customer shall not use other signs to advertise Company's Products without Seller's prior written consent. Upon termination of this agreement, Customer
shall immediately discontinue any and all use of such insignia and shall obliterate such insignia from all real or personal property utilized by Customer. Customer likewise shall obliterate such insignia from any of Customer's real or personal property before selling any such property to a third party.

(i) Customer shall not use Company's name and/or the Phillips 66 Brand in any email address, domain name, website name and/or URL address nor be authorized or permitted to use Company's name, any Company's brand, including but not limited to the Phillips 66 Brand, in any such name and/or address.

(j) At no time during the Term hereof shall Customer advertise or use in advertising or any other form of promotion the Phillips 66 Brand except as may be approved by Company, such approval not to be unreasonably withheld. Furthermore, if Customer is granted the right to use the Phillips 66 Brand in conjunction with websites, advertising, business forms, structures, vehicles and other Customer property directly related to the advertising, distribution and/or sale of Branded Products under this Agreement, Customer must properly identify itself as a "Branded Aviation Marketer" adjacent to the Phillips 66 Brand. At no time during the Term hereof and at no time from and after the expiration or termination of the Term hereof shall Customer advertise or otherwise utilize, either at its place of business or elsewhere, any marks, trade dress, logotypes, or names confusingly similar to any Company brands, including but not limited to, the Phillips 66 Brand.

(k) Customer shall not allow at its place of business any activities or merchandise which are illegal or morally offensive or which otherwise bring the Phillips 66 Brand into disrepute.

2. **Brand And Image Standards.**

(a) Consistent with the principles herein set forth, Customer shall conduct its independent business operations in compliance with the minimum standards set forth below (hereinafter called "Brand and Image Standards"), which will promote the continuing good reputation of the Phillips 66 Brand and all other marketers and dealers authorized to display the Phillips 66 Brand. Furthermore Customer shall comply with all updates, revisions, and further details of these Brand and Image Standards as set forth on the Company's Marketing website from time to time, which is incorporated herein by this reference.

(i) **Facility Standards:**

1. Display at least one approved Phillips 66 sign with internal lighting, where appropriate.
2. Provide well maintained and clean lobby and waiting area for passengers.
3. Provide flight planning area, including telephone and automated weather reporting equipment.
4. Provide well maintained and clean public restrooms.
5. Accept Debit Cards and ConocoPhillips Accepted Credit Cards and utilize ConocoPhillips Endorsed or Limited-Endorsed EPOS equipment.
6. Provide well maintained ramp area clear of obstacles and debris.
and of adequate size with aircraft tie-downs.

7. Maintain hours of operation consistent with other airports in the region offering like services.

8. Provide well maintained interior and exterior of facility.

(ii) Service Standards:
Facility personnel shall wear appropriate dress to reflect a consistent image that exhibits professionalism in the aviation service business. The Phillips 66 Aviation winged logo shall be part of the prescribed uniform.

(iii) Training:

(1) Line service technicians shall complete the Phillips 66 Line Training program or the NATA Professional Line Service Training ("PLST") within thirty (30) days of hire date, which shall be confirmed and documented by a supervisor.

(2) Mandatory attendance at a Phillips 66 quality control and fire safety training seminar once every 24 consecutive calendar months for at least one employee of Customer. Customer shall ensure that it has at least one supervisor on staff that has attended either the Phillips 66 quality control and fire safety seminar or the NATA Line Service Supervisor Training ("LSST"). Other employees who fuel aircraft, accept fuel shipments, or otherwise handle fuel must receive at least initial on-the-job quality control and fire safety training and recurrent instruction every 24 consecutive calendar months, which shall be confirmed and documented by a supervisor.

(b) Any exceptions to the Brand and Image Standards require written consent from Company.

(c) Branded FBO(s) will be inspected annually by a Company representative or third party contractor for compliance with these minimum Brand and Image Standards.

(d) Company retains the right to revise these minimum standards from time to time, and Company or Seller shall give Customer notice of any revisions. Customer shall have a reasonable time after notice thereof to comply with any such revision.

3. Inspection and Measurement.

(a) The quantity and quality of products sold hereunder shall for all purposes be deemed to be the quantity and quality set forth in Seller's documents of delivery. As specified herein, Customer shall be responsible for conducting an inspection by an appropriately trained representative at Customer's sole risk and expense. Customer shall be responsible for any delay in delivery caused by the inspection and such inspection shall be noted on the associated delivery paperwork. If Customer fails to inspect Company's Products altogether or fails to inspect them in such a manner as designated herein, Customer does so at its own risk and
agrees to indemnify and hold Seller harmless against all consequences of such failure. Prior to Seller delivering, or causing to be delivered, product to Customer's Location, Customer shall certify and confirm that its personnel are competent to inspect and handle product upon delivery in accordance with the requirements herein and any other standards required by Seller and/or Company from time to time.

(b) Any claim for defect or variance in quality or shortages of quantity in respect of the Company's Products sold hereunder shall be made, and Seller shall be notified as soon as possible and given an opportunity to inspect, at the time of delivery, and, in any event, no later than twenty-four hours after delivery upon discovery by Customer, so long as Customer could reasonably discover such defect, variance or shortage during the course of the inspection described herein. Any claims made after the twenty-four hour period shall be deemed waived. Customer shall also be deemed to have waived any claim if the products which are the subject of Customer's claim have been co-mingled with other products and such co-mingling has not been approved in writing by Seller. No claim of any kind, whether as to goods delivered or for non-delivery of goods, and whether or not based on negligence, shall render Seller liable for any loss of profit, special, incidental, consequential, punitive or exemplary damages.

(c) Customer shall provide and maintain storage and dispensing equipment as follows:

(i) To maintain the quality of Company's Products sold hereunder, Customer will, during all periods of this agreement, continuously and without interruption, furnish storage and dispensing equipment, either owned or leased by Customer, which is deemed by Seller and/or Company to be suitable for receiving, storing, advertising, handling, dispensing and using of the Company's Products. Before Seller makes an initial delivery to Customer, Seller and/or Company shall inspect the storage and dispensing equipment at Customer's Location and will advise Customer in writing of the suitability or non-suitability of such equipment. Seller will give Customer adequate notice of such an inspection.

(ii) Seller/Company will inspect the storage and dispensing equipment of Customer on a time table defined by Company at all locations into which it makes deliveries of Company's Products after Seller and/or Company has made the initial inspection referred to above. Seller/Company shall conduct such inspection in accordance with certain standards to be provided to Seller by Company. Company may, in its sole discretion, revise such standards from time to time.

(iii) If Seller or Company, in its sole discretion, determines that any storage or dispensing equipment is not suitable to ensure product quality in accordance with this agreement, regardless of whether that equipment is owned or leased by Customer, Seller may refrain from or otherwise cease making deliveries of Company's Products to Customer until Seller is satisfied that the subject equipment has been made suitable for the storage and handling of products sold hereunder. In the event Company
determines that Customer's equipment is not suitable for ensuring product quality, then Seller, at the written request of Customer, will furnish Customer a copy of the written notice of non-suitability; provided, however, Customer shall be responsible for ensuring that it maintains suitable equipment and Seller shall have no obligation to Customer in the event Customer's equipment is deemed not suitable by Company or Seller.

(d) In furtherance of Customer's obligations, Customer shall perform, or cause to be performed, the procedures set forth in this section 3 to ensure the maintenance of the quality of the Company's Products sold to Customer hereunder. Customer further agrees that it will (i) comply with such product quality procedures in connection with the handling, storage and reselling of Company's Products under Company's Marks; (ii) permit Company and/or Seller to inspect Customer's facilities and equipment at any time during this agreement; and (iii) notify Seller immediately in the event Customer fails to comply with any of the product quality procedures set forth in this section 3. Customer shall have a representative present at Customer's Location at the time of delivery to Customer who will visually inspect Company's Products to ensure that the product received is clear, bright, and free from sediment or other foreign materials and is of the proper and unadulterated color and that it is received into the proper storage or dispenser for each grade of product and that the storage or dispenser is properly marked for that grade of product. For each delivery Customer shall sign a delivery control log. If Customer fails to have a representative present at the time of delivery at Customer's delivery location, no delivery will be made.

(e) Customer shall perform the following procedures after Customer has taken delivery of Company's Products from Seller:

(i) Immediately after each receipt of fuel into Customer's storage tanks, allow tank contents to settle at least one hour per foot of liquid height for turbine fuel and fifteen (15) minutes per foot of liquid height for aviation gasoline, and withdraw any water from storage before withdrawing fuel from storage.

(ii) Daily, and immediately after each inclement weather occurrence, visually inspect fuel at the dispensing point to ensure that the product is clear, bright, and free from sediment or other foreign materials and is of the proper and unadulterated color. Clean clear bottles and/or white porcelain containers shall be used for this procedure.

(iii) At all times, keep all hatches and openings secured against intentional or accidental inducement of adulterating substances and keep dispensing nozzle dust covers in proper position when not in use.

(iv) Daily, immediately after each receipt of fuel into storage and immediately after each inclement weather occurrence, manually drain accumulated moisture and sediment from all tankage, filter, or other collection sumps or points.

(v) Monthly, operate automatic drain devices (if any) to ensure proper
operating condition.

(vi) Prior to and during each delivery of fuel to Customer and each dispensing of fuel when atmospheric temperatures are below 40 degrees F., check all sump heaters (if any) for proper functioning.

(vii) Observe filter pressure drop during each delivery of fuel to ensure that neither abnormally high nor low readings occur, and take remedial steps if any such abnormal readings do occur.

(viii) Remove and clean all screens on pumps, lines and dispensing nozzles weekly and when significant accumulations of debris and sediment are noted.

(ix) Notify Seller of any observation of Company's Products or system checks that indicate product quality is not being maintained and cease using equipment and dispensing product until such condition is corrected.

(x) Perform daily, monthly, quarterly, semi-annual and annual inspections of fixed and mobile fueling equipment in accordance with ATA 103 fueling vehicle and fixed fueling equipment check forms or in accordance with a similar inspection program as agreed to in writing by Seller. Maintain a file of completed and executed ATA 103 forms for fueling vehicles and fixed fueling equipment (or mutually agreeable alternative but equivalent forms) for a minimum of four (4) years in accordance with applicable laws and regulations.

(f) Customer shall purchase Company's Products from Seller on a regular basis to ensure product quality. Customer shall purchase Company branded Turbine Fuel Jet A at a frequency of no more than 180 calendar days between deliveries, and Customer shall purchase Aviation Gasoline at a frequency of no more than 180 calendar days between deliveries. Should Customer exceed either the 180 day Turbine Fuel Jet A frequency or the 180 day Aviation Gasoline delivery frequency, then Customer at its sole expense shall be responsible for obtaining a representative one gallon sample of the aged product within 5 business days. Customer shall arrange for transportation of the sample(s) to a Company approved laboratory to verify compliance with specific quality tests in accordance with the latest revisions of ASTM D-1655 (for Turbine Fuel Jet A) or ASTM D-910 (for Aviation Gasoline). Upon notification by the lab of any failed test results, Customer shall immediately cease dispensing product to third parties and contact Seller. Customer shall provide Seller with results of all quality assurance tests within 10 business days of sampling. If Seller and/or Company agrees that the results of the quality assurance tests meet ASTM specifications then Customer may continue to dispense product. Re-testing of aged product is to continue every 60 calendar days until Customer purchases a fresh transport load of product from Seller of Company branded fuel. If the results of any quality assurance test do not meet ASTM specifications, then Customer agrees to cease the dispensing of the aged product. Customer shall be responsible for the removal and proper disposal of any product that does not meet ASTM specifications. With written approval from Seller and/or Company, Customer may purchase additional product to mix
with the aged, marginally off spec product and repeat the quality assurance tests. If Customer fails to conduct quality assurance tests on aged product at the specified frequency or if Customer fails to cease the dispensing of aged product which does not meet ASTM specifications, then Seller may at its option cancel and terminate this agreement.

(g) Seller and/or Company is hereby given the right to examine at any time and from time to time, the contents of Customer's tanks, containers and equipment in which Company's Products purchased hereunder are advertised, stored, handled, dispensed, sold or used and to take samples therefrom. Customer shall provide to Seller and/or Company suitable evidence of such right of Company and/or Seller (i) to examine at any time and from time to time as deemed necessary by Seller, to ensure compliance with the provisions in this agreement, the contents of Customer's tanks, containers and equipment in which Company's Products sold to Customer hereunder are advertised, stored, handled, dispensed, sold or used by Customer under Company's Marks, and (ii) to take samples therefrom. If in the opinion of Seller and/or Company (i) any samples taken from Customer are not products originally delivered from Seller to Customer hereunder, or (ii) otherwise are not in the condition in which delivered from Seller to Customer, then Seller and/or Company, at its sole option, may revoke trademark authorization for Customer's Location and Customer shall cease dispensing product to third parties.

(h) In order to maintain the quality of the Company's Products sold by Customer, Customer shall comply fully with all quality control guides and such other guides and such procedures as may be prescribed by Company or Seller from time to time regarding the handling of aviation fuels. Customer shall immediately report to Seller and Company any accident or unusual incident involving a fueled aircraft.

4. Indemnity and Reimbursement for Liabilities.

(a) To the extent Customer has incurred liability described under the following indemnity and as a result has paid or is obligated to pay sums in respect of third party liabilities, Seller, in relation to Company's Products only, shall reimburse the Customer as follows:

(i) Product Quality: Liability for bodily injury or death or for loss of or damage to property resulting from an aircraft accident caused directly by the adverse product quality of aviation fuels (which adverse product quality represents a breach of Seller's warranties under the fuel supply agreement) purchased under the terms and conditions of this agreement and the fuel supply agreement;

(ii) Aircraft Fueling: Liability for bodily injury or death or for loss of or damage to property arising out of Customer's on-airport operations as an authorized aviation fuels dealer for Company, but only during aircraft fueling while using aviation fuels purchased under the terms and conditions of this agreement and the fuel supply agreement. Aircraft fueling is defined as commencing upon insertion/connection of the fueling
nozzle and terminating upon removal/disconnection of the fueling nozzle.

(iii) **Limitation:** Notwithstanding the foregoing, the maximum level of reimbursement under subsections 4(a)(i) and 4(a)(ii) above shall be $50,000,000 per occurrence.

(b) Insurance

(i) **Insurance Requirements** Customer agrees to procure and maintain at its expense during the term of this Agreement insurance of the types and with limits of liability not less than those set out below.

1. Insurance that Customer is obliged to carry under all applicable social, Worker's Compensation and Occupational Disease laws covering all of Customer's employees performing work under this Agreement.
2. Employer's Liability Insurance with a limit of not less than $1,000,000 per accident.
3. General Public Liability Insurance, including contractual liability coverage, with a combined bodily injury and property damage limit of not less than $1,000,000 per occurrence and in the annual aggregate with respect to products liability and completed operations coverage.
4. Automobile Liability Insurance with a combined bodily injury and property damage limit of not less than $1,000,000 per accident.
5. Such other insurance in the types and amounts as Seller/Company deems necessary or as is required by applicable law. The above-stated minimum requirements are not intended to indicate the amounts and types of insurance that Customer needs or may ultimately need.

(ii) **Waiver of Subrogation and Additional Insured.** The policies under subsections (b)(i)(1) to (b)(i)(5) above shall be endorsed to show Seller/Company as an additional insured and all insurance policies obtained by Customer shall contain a waiver of subrogation for the benefit of Seller/Company.

(iii) **Certificates of Insurance.** Upon Seller/Company request, Customer shall furnish to Seller/Company certificates of insurance demonstrating that Customer has obtained the insurance coverages set out above and containing a statement that the said insurance will not be materially changed or cancelled without at least thirty (30) days prior written notice to Seller/Company. All coverages must be on forms reasonably acceptable to Seller/Company giving Seller/Company rights under such policies.

(iv) **Failure to Comply.** Neither failure to comply nor full compliance with the insurance provisions of this Agreement shall limit or relieve Customer from its liability and indemnity obligations as provided for in this Agreement.
(c) Company or Seller's obligation to pay or indemnify Customer under this section 4 shall only apply in the event that Customer is included in the Phillips 66-Branded Airport Dealers Excess Liability Insurance Program, Customer has signed the Phillips 66-Branded Airport Dealers Excess Liability Insurance Program -LETTER OF UNDERSTANDING, said LETTER OF UNDERSTANDING is on record with Company and Customer's claims, expenses, and/or liabilities covered by the indemnity in this section are in excess of $1,000,000 per occurrence. This indemnity of Customer will not provide protection for liabilities up to $1,000,000 per occurrence. Customer must rely on its own insurance coverage for amounts less than $1,000,000 per occurrence. If a loss is excluded or otherwise denied by Customer's insurer or by Seller's insurer for any reason, Customer is ineligible for any reimbursement under this section 4. Seller shall not have any obligation to pay and this indemnity shall not operate in the event that Customer does not have the insurance coverage referred to in the fuel supply agreement or this agreement.

(d) The indemnities of Seller under this section 4 specifically exclude the following:

(i) liability for claims related to or arising out of pollution of the environment, including, but not limited to any damages caused by spills or leakages of petroleum products into or upon soil, water, or air;

(ii) liability for claims caused by or arising out of, directly or indirectly, the gross negligence or willful misconduct of the Customer or its officers, directors, employees, agents, customers and/or independent contractors;

(iii) liability for claims related to or arising out of acts of war and/or terrorism; and

(iv) liability for claims caused by Customer's breach of this agreement, the fuel supply agreement, any equipment lease of Customer, or any other agreement of the parties.

(e) Subject to the limitations and exclusions contained in this section 4, Seller and Customer shall indemnify, defend, and hold each other harmless from claims, demands, and causes of action asserted against the indemnitee (including reasonable attorney's fees) by any person including, without limitation, Customer's and Seller's employees, for personal injury or death or for loss of or damage to property and resulting from the indemnitee's active or passive negligence or willful misconduct, or from a violation of law or a breach of this agreement by the indemnitee. Where personal injury, death, or loss of or damage to property is the result of the joint active or passive negligence or willful misconduct of Seller and Customer, the indemnitee's duty of indemnification shall be in proportion to its allocable share of joint active or passive negligence or willful misconduct. If Seller and/or Company is strictly liable under law, Customer's duty of indemnification shall be in the same proportion that the active or passive negligent acts or omissions or willful misconduct of Customer contributed to the personal injury, death, or loss of or damage to property for which Seller and/or Company is strictly liable. Further, Customer shall indemnify and hold Seller, its successors and assigns, harmless against all losses, claims,
causes of action and liabilities on account of damage to property or injury to or death of persons arising out of Customer's failure to comply with any of the requirements set forth in the fuel supply agreement and any other provisions of this agreement, and such failure by Customer shall entitle Seller to cancel this agreement immediately. Customer understands and hereby acknowledges that, but for the agreement of indemnity set forth in this Section 4, Seller would not have agreed to sell to Customer the Company's Products described herein and in the fuel supply agreement.

(f) Notwithstanding anything to the contrary contained herein, Seller shall have no duty of indemnity to the Customer to the extent that Company or Seller's insurer has not paid or is not obligated to pay to Seller those amounts which are to be paid by Seller to customer under this section 4.

(g) Each party acknowledges and agrees that the other party would be irreparably damaged in the event that any of the provisions of this agreement are not performed by the other party in accordance with their specific terms. Accordingly, it is agreed that each party shall be entitled to an injunction or any other equitable remedy to prevent or terminate breaches of this agreement by the other party and shall have the right to specifically enforce this agreement and the terms and provisions hereof against the breaching party in addition to any other remedy to which the non-breaching party may be entitled at law or equity.

5. **Term:** This agreement shall have the same term as the fuel supply agreement and shall terminate when the fuel supply agreement terminates, except that:

(a) if Customer fails to comply with the requirements of this agreement, Seller shall have the right to cease delivery of Company's Products to Customer and terminate this agreement;

(b) if a new branding agreement is substituted for this branding agreement pursuant to the terms of the fuel supply agreement, this agreement shall terminate; and

(c) notwithstanding the foregoing, upon termination of this agreement, indemnity obligations, parties' rights upon breach, all collateral and security interests in favor of Seller, obligations arising upon termination (such as discontinuing the use of Company's Marks), confidentiality provisions, and any other terms of this agreement which by their nature should survive termination shall all survive.

6. **Miscellaneous.** The terms and provisions of the section of the fuel supply agreement entitled "Miscellaneous" also shall apply to this agreement.

7. **Affiliates of World Fuel.** Fuel and/or services under the fuel supply agreement may be provided by an Affiliate of World Fuel. As used herein, an "Affiliate" of World Fuel is any corporation, partnership, joint venture or other entity in which World Fuel Services Corporation, a Florida corporation, owns, directly or indirectly, an equity interest of fifty percent (50%) or more. Accordingly, the term "Seller" as used in this agreement shall mean the "Seller" as such term is used in the fuel supply agreement.
If you are in agreement with the foregoing, please execute and return a copy of this Branding Agreement.

Very truly yours,

WORLD FUEL SERVICES, INC.

By:
Dave Jewett
Vice President, Sales

The undersigned agrees to the above terms and conditions this 7th day of September, 2011.

CITY OF DEKALB

By: [Signature]
Title: [Title]
AMENDMENT TO FUEL SUPPLY AGREEMENT

THIS AMENDMENT is made on September 7, 2011 between Western Petroleum, Company, a Minnesota corporation ("Western") and City of DeKalb, a Illinois municipality ("Customer") to amend, change and modify the Fuel Supply Agreement between Western and Customer dated April 1st, 2011:

NOW, THEREFORE, for good and sufficient consideration, the adequacy of which is hereby acknowledged, the parties agree as follows:

1. Pursuant to the terms of the Fuel Supply Agreement, the parties hereby execute and deliver the attached ConocoPhillips Branding Agreement for Customer’s purchase from Seller of aviation fuels and other petroleum products of the ConocoPhillips Company ("ConocoPhillips"), which shall be effective as of the date that Western commences providing ConocoPhillips branded products.

2. Section 18(e) shall be added as follows:

"Fuel and/or services may be provided hereunder by an Affiliate of Western. As used herein, an "Affiliate" of Western is any corporation, partnership, joint venture or other entity in which World Fuel Services Corporation, a Florida corporation, owns, directly or indirectly, an equity interest of fifty percent (50%) or more. In any transaction hereunder, the Affiliate issuing the invoice to Customer shall be deemed the seller of the fuel and/or services."

3. Except as amended herein, all of the terms, conditions, and provisions of the Fuel Supply Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Fuel Supply Agreement effective as of the date set forth above.

WESTERN PETROLEUM COMPANY

By:
Dave Jewett
Vice President, Sales
Date:

City of DeKalb
By: Kris Tovlsen
Tom Cleveland
Title: Municipal
Date: 10-24-11