RESOLUTION 2015-041 PASSED: MAY 26, 2015

AWARDING A BID AND AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS TO ENTER INTO AN AGREEMENT WITH ASCENT AVIATION GROUP, INC. FOR THE PURPOSE OF SUPPLYING AVIATION FUELS AND SERVICES TO THE DEKALB TAYLOR MUNICIPAL AIRPORT FROM MAY 1, 2015 TO APRIL 30, 2017.

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 enter into an Agreement with Ascent Aviation Group, Inc. for the purpose of supplying aviation fuels and services to the DeKalb Taylor Municipal Airport for a period of two years, substantially in the form attached hereto, subject to such amendments as shall be acceptable to him upon the advice of the City Staff.

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 26th day of May, 2015 and approved by me as Mayor on the same day. Passed by a roll call vote of 8-0. Aye: Jacobson, Finucane, Marquardt, Snow, Noreiko, Baker, O’Leary, Rey. Nay: None. Absent: None

ATTEST:

[Signatures]

JULIE ABRHAM, Deputy City Clerk

JOHN A. REY, Mayor
FUEL SUPPLY AGREEMENT

THIS FUEL SUPPLY AGREEMENT (this "Agreement") is made and entered into this 1st day of May 2015 (the "Effective Date") by and between CITY OF DEKALB ("Customer"), an Illinois municipality located at 3232 Pleasant Street, DeKalb, IL 60115 and WORLD FUEL SERVICES, INC. on its behalf and on behalf of its Affiliates (collectively "Seller"), a Texas corporation located at 9800 N.W. 41st Street, Miami, FL 33178.

WITNESSETH:

WHEREAS, Seller markets and distributes aviation fuels, and Customer is in the business of operating an aviation facility which uses aviation fuels; and

WHEREAS, the parties have agreed that Seller will sell aviation fuels to Customer and Customer will purchase aviation fuels from Seller in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants and undertakings set forth herein, Customer and Seller hereby agree:

1. **Scope.** During the term of this Agreement, Seller agrees to sell and Customer agrees to purchase all of Customer's requirements for branded and unbranded aviation gasoline, jet fuel ("Fuels") exclusively from Seller and that it will not purchase any such Fuels from any other corporation, company, entity, or person. Customer represents and warrants that all Fuels purchased hereunder will be for the purpose of conducting its business and that no Fuel purchased hereunder shall be used or sold for non-aviation use. In addition, Seller offers a comprehensive Contract Fuel Program and in the event Customer engages in contract fuel sales, Customer agrees to use Seller's Contract Fuel Program exclusively. Customer covenants that all contract fuel sales will be through Seller's contract Fuel Program and that it will not use any other supplier's contract fuel program.

2. **Duration and Renewal.** This Agreement shall be for an initial term of two (2) years beginning on the Effective Date (the "Initial Term"). This Agreement shall automatically terminate at the end of the Initial Term unless Customer provides thirty (30) days written notice to the Seller of its election to renew for subsequent annual periods.

3. **Pricing.** Unless otherwise agreed in writing by the parties, the price per gallon for products sold hereunder shall be as established by Seller from time to time in its discretion. Prices are exclusive of all Taxes (as defined in Section 10 hereof) additives, freight charges, surcharges and fees. Notwithstanding any written agreement to the contrary, if Seller's cost of supplying fuel or services to Customer increases then, upon written notice to Customer, Seller may adjust its prices at affected delivery locations. Price changes will take effect as of the date of notification.

4. **Product and Product Standard.** The products to be sold hereunder are Jet A Turbine Fuel and 100LL Aviation Gasoline. Jet A Turbine Fuel produced by a refinery in the United States shall meet ASTM D 1655, latest revision, and Jet A Turbine Fuel produced by a refinary in Canada shall meet the requirements of CAN/CGSB-3.23-97. 100LL aviation gasoline produced by a refinery in the United States shall meet ASTM D 910. Seller warrants title to the products delivered hereunder, that it has the right to sell such products and that they are free from liens and adverse claims of every kind. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION, SELLER MAKES NO WARRANTIES OF ANY KIND TO CUSTOMER REGARDING THE PRODUCT SOLD HERUNDER, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. **Credit and Payment Terms.** Payment by Customer shall be made by means of electronic funds transfer, and the terms shall be net thirty (30) days subject to credit approval by Seller. Past due amounts shall accrue interest at a rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable law, whichever is less. All amounts more than fifteen (15) days past due shall incur an additional five percent (5%) administrative fee. Any waiver by Seller of interest charges or administrative fees on a particular invoice shall not be construed as a waiver by Seller of its right to impose such charges on other or subsequent deliveries. Seller reserves the right to apply Customer's payments to any outstanding invoices or obligations of Customer, as determined by Seller in its sole discretion, without regard to the aging of any account. Customer shall be liable for all fees and costs, including without limitation attorney's fees, incurred by Seller in connection with any collection activities undertaken by Seller for the non-payment of any amounts due hereunder by Customer. Seller reserves the right to modify or cancel the credit terms provided to Customer.
at any time, in its sole discretion upon notice to Customer. If Seller selects not to extend or cancels any credit terms provided to Customer, prior to each delivery of aviation fuel, Customer shall: (a) make a prepayment to Seller; (b) cause to be issued a letter of credit in favor of Seller in a form, in an amount and from a bank that is acceptable to Seller from time to time in its sole discretion, or (c) give other security to Seller in a manner, of a type, in a form and in an amount that is acceptable to Seller. Seller reserves the right, in addition to all other rights and remedies available to it under the law, in equity or otherwise, to suspend further performance of Services, and demand payment of all outstanding balances, if Customer fails to make any payment as herein provided, or if Seller at any time deems itself insecure with regard to the creditworthiness or financial condition of Customer.

6. **Force Majeure.** Neither party shall be liable for its failure to satisfy its obligations hereunder as a result of any cause beyond its control, including acts of God, acts of federal, state or local government, compliance with requests, regulations or orders of any governmental authority, fire, storm, flood, earthquake, explosion, accidents, acts of the public enemy, terrorism, war, riot, strike, lockout, or unavailability of or delays in delivery of any product which is the subject of this Agreement. If any such force majeure interruption occurs with respect to Seller’s supply, Seller may substitute another fuel of the same brand, a different brand, or no brand so long as such aviation fuel meets the standards set forth in Section 4 above, and/or the quantities of aviation fuel required to be supplied under this Agreement may be ratably reduced for the period during which such force majeure interruption may exist.

7. **Title and Risk of Loss.** Seller’s liability relating to the aviation fuel sold hereunder shall cease and title and risk of loss shall pass to Customer when said product passes the flange between Seller’s delivery line and Customer’s connection or vehicle.

8. **Inspection and Measurement.** Customer’s inspection and measurement shall be based on meters or on certified tank truck capacities according to terminal practice. All quantities shall be adjusted to 60 degrees F temperature (unless otherwise specified by State Regulations) in accordance with the latest revised applicable parts of ASTM Designation D: 1250, IP Designation: 200 Petroleum Tables. The term “gallon” shall mean a U.S. gallon of 231 cubic inches. The term “tank truck” shall mean a transport truck with a tank storage capacity of not less than 3,000 gallons.

9. **Deliveries.** Deliveries shall be made at such times within the usual business hours of Seller as may be required by Customer, provided that reasonable advance notice is given by Customer. Seller shall prepare and furnish the receiving party with copies of bills of lading and other shipping papers. Seller shall not be required to make deliveries into vehicles supplied by Customer unless they are clean and empty immediately prior to delivery and shall not be required to load or deliver quantities less than the full capacity of the vehicle, except as otherwise authorized by Seller from time to time. If deliveries are to be made into Customer’s storage facilities, Customer shall provide storage facilities sufficient to enable it to receive such deliveries and shall provide Seller with unimpeded and adequate ingress and egress twenty-four hours per day. Customer shall reimburse Seller on demand for any demurrage or other charges incurred by Seller by reason of Customer’s failure to unload any delivery vehicle or release the same within the time allowed therefor without demurrage or other charge even though such failure may have arisen from causes beyond the control of Customer. All deliveries of aviation fuels shall be in full bulk transport quantities unless otherwise agreed by Seller. Seller’s ability to offer products in the quantities and at the prices provided for under this Agreement is dependent upon the ratability of Customer’s demand. As such, Seller reserves the right to implement measures to control the proportionality, consistency and ratability of Customer’s demand.

10. **Taxes.** All prices are quoted in U.S. Dollars (unless otherwise specified) and exclude all duties, taxes, assessments, fees, and other charges, whether foreign or domestic, including, but not limited to, excise tax, VAT, GST, mineral oil tax, sales tax, use tax or any other tax, license fees, inspection fees, landing fees, airport fees, fees for the privilege of buying, selling or loading aviation fuel, or other charges imposed by any governmental authority or agency or regulatory body, or third party upon, or measured by the gross receipts from or volume sold of any commodity, or on the production, manufacture, transportation, sale, use, delivery or handling of such commodity, or any component thereof, or on any feature or service related thereto or of any invoice, existing at the time of any sale hereunder (collectively “Taxes”), which shall be added to the applicable price. When permitted, Customer shall assume and be directly responsible to the proper governmental units for any Taxes. When the laws, regulations or ordinances impose upon Seller the obligation to collect or pay such amounts, Customer shall pay to Seller all such amounts for which Seller may be liable. If Customer is entitled to purchase products free of any Tax, Customer shall furnish Seller proper exemption certificates. Customer acknowledges that it remains solely responsible for all Taxes and shall indemnify Seller against any liability for such Taxes even if Seller fails to include any such Taxes in its invoices. Customer’s obligations under this Section 10 shall extend to any Taxes which are assessable against Customer as a result of any subsequent change in, or in interpretation of, any laws relating to such Taxes.
11. Conduct of Customer's Business. In the performance of this Agreement, Customer is engaged as an independent contractor. Customer shall conduct all operations hereunder in strict compliance with all applicable laws, ordinances and regulations of all governmental authorities, including but not limited to those issued by the Department of Transportation and those relating to the production, manufacture, transportation, sale, use, delivery or other handling of products purchased hereunder. Customer shall diligently promote the sale of the petroleum products purchased under this Agreement, and shall conduct the operation of Customer's business in such a manner as to promote goodwill toward Seller and its products. Customer agrees to assist in the administration of any promotional programs Seller or its suppliers may establish for its customers.

12. Insurance.

(a) Customer shall maintain at Customer's own expense during the term of this Agreement: (i) Workers' Compensation and Employment Liability Insurance as prescribed by applicable law; (ii) Aviation General Liability (bodily injury and property damage) Insurance of not less than $1,000,000 combined single limit per occurrence, but in the aggregate with respect to Products and Completed Operations Liability and any one offense/aggregate with respect to Personal Injury, and including but not limited to, personal injury, premises-operations, products and completed operations, and contractual liability; (iii) Business Automobile Liability (bodily injury and property damage) Insurance of not less than $1,000,000,000 combined single limit per occurrence, on all owned, non-owned and hired vehicles which are used by Customer; and (iv) any other insurance or surety bonding that may be required under the laws, ordinances and regulations of any governmental authority.

(b) The insurance specified in subsection (a) of this Section 12 shall require the insurer to provide Seller with thirty (30) days' prior written notice of any cancellation or material change in the insurance and shall name Seller as additional insured. The insurance required under clause (i) of subsection (a) above shall contain a waiver of subrogation against Seller and an assignment of statutory lien, if applicable.

(c) The insurance required under subsection (a) above shall provide that it is primary coverage to insurance carried by Seller. The insurance required above shall be issued by insurance companies which are reasonably acceptable to Seller. The insurance companies shall have no recourse against Seller, or any other additional insured, for payment of any premiums or assessments under any policy issued by a mutual insurance company. Customer shall be responsible for all deductibles in all of Customer's insurance policies. Customer shall furnish Seller with certificates for all insurance coverage.

(d) Seller has the right to modify, delete, add to or otherwise change the insurance requirements set forth in sections (a) through (c) inclusive provided that Seller provides Customer with thirty (30) days' notice of such change.

13. Indemnification. Each party shall indemnify, defend and hold the other party and its directors, officers, employees and agents harmless from and against any and all expenses (including attorneys' fees) liabilities and claims of whatsoever kind and nature, including but not limited to, those for damage to property (including property of the parties) or for injury to or death of any person (including a party), directly or indirectly, arising or alleged to arise out of or in any way connected with the willful misconduct, negligent acts or omissions, violation of law, or breach of this Agreement by the indemnifying party. The foregoing indemnity shall not apply to the extent such expense, liability or claims result from the negligent acts or omissions or willful misconduct of the party seeking indemnification.

14. Quality Control. Customer shall maintain the quality of Seller's aviation products and shall comply with any quality control procedures prescribed by Seller and its supplier. In no event shall Customer permit automotive engine fuels or kerosene to be sold as Seller aviation fuels or dispensed through equipment bearing Seller's or its suppliers' insignia. Customer shall immediately report to Seller any accident or incident involving a fueled aircraft. Any claim made by Customer for deficiency in product quality or quantity shall be waived unless made in writing within forty-eight (48) hours after delivery.

15. Confidential Information. Customer shall hold in confidence all manuals, guides, forms, instructions, software programs and other proprietary materials provided by Seller for Customer's use in promoting and selling Seller products, and all technical information, trade secrets and other confidential business information that is disclosed to Customer by Seller (collectively "Confidential Information"). Customer shall not use Confidential Information for any purpose other than developing business for Seller's products and services, and shall not disclose Confidential Information to anyone other than Customer's employees or agents who have a need to know Confidential Information. Customer's obligations under this Section 15 shall survive termination of this Agreement.
16. Termination.

(a) Seller may, in addition and without prejudice to any of its other rights or remedies hereunder, terminate this Agreement upon giving Customer seven (7) days' prior written notice (or such other period as is specified herein) if any one or more of the following occurs and Customer fails to cure such breach within the applicable notice period: (i) Customer breaches or defaults on any covenant, condition or other provision of this Agreement, the branding schedule, note, security agreement, lease, or any other agreement of the parties; (ii) Customer fails to pay to Seller in a timely manner when due all sums to which Seller is legally entitled (whether or not such sums are owed under this Agreement); (iii) willful adulteration, commingling, mislabeling or misbranding of aviation fuels or other violations by Customer of trademarks utilized by Seller occur or unlawful, fraudulent or deceptive acts or practices or criminal misconduct by Customer relevant to Customer's performance of this Agreement occur; or (iv) Customer becomes insolvent, files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors, is adjudicated bankrupt, permits a receiver to be appointed, or permits or suffers a material disposition of its assets. With respect to a breach of subsection 16(a)(ii), in addition to all other rights hereunder, Seller may immediately suspend performance hereunder or terminate this Agreement without giving Customer notice or opportunity to cure.

(b) If Seller continues to accept orders from Customer following the expiration of the term of this Agreement, such sales shall be upon all of the terms and conditions hereof except that the relationship of the parties may be terminated at will.

(c) In the event this Agreement is terminated, all other agreements and instruments between the parties shall also terminate, and all amounts owing under any note or other document shall become due and payable. In addition, upon termination of this Agreement, any and all 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 the trademarks and tradenames of Seller's supplier), confidentiality provisions, and any other terms of this Agreement which by their nature should survive termination shall all survive.

(d) No termination of this Agreement, even if on account of Seller's default, shall excuse Customer from paying any unpaid amounts owing for aviation fuel previously delivered hereunder, or from paying other outstanding amounts due Seller under this Agreement. The remedies provided in this Agreement are cumulative and not exclusive of any other remedies provided by law. HOWEVER, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES.

17. Miscellaneous.

(a) Notices. All notices to be given hereunder by either party shall be in writing and sent by first class United States mail and facsimile transmission to the other, delivered to the address first listed above or at such other address or facsimile number as either party may designate to the other by written notice in the manner provided above.

(b) Entire Agreement. This Agreement, the attached branding agreement, all security agreements, notes, leases, and all other related documents of the parties constitute the entire agreement between the parties. The parties agree to execute and deliver a replacement branding agreement in substantially the same form (unless a new supplier requires a different form) if Seller determines to substitute aviation fuel of a different brand so long as such aviation fuel meets the requirements and standards set forth in Section 4 above. No other promises, agreements or warranties additional to this Agreement, the branding agreement, or other documents listed above shall be deemed a part hereof, nor shall any alteration or amendment of this Agreement or the branding agreement be effective without the express written agreement of both parties.

(c) No Conflict. Customer represents and warrants that neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will: (a) violate or conflict with, or result in a breach of any provision of, or constitute a default under any existing agreement or other instrument or obligation to which it is a party, (b) violate applicable law; or (c) require any action, or consent or approval of, or review by, any other party, except as shall have been duly obtained and effective as of the date of this Agreement.

(d) Assignment; Waiver. This Agreement may not be assigned by Customer, either voluntarily,
involuntarily, or by operation of law, without the prior written consent of Seller, which consent shall not be unreasonably
withheld. Fuel and/or services may be provided by an Affiliate of Seller. As used herein, an "Affiliate" of Seller 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. The waiver by either party of the
breach of any provision hereof shall not constitute a waiver of any subsequent or continuing breach of such provision or
provisions

(e) Governing Law, Disputes. This Agreement shall be construed in accordance with the laws of
the State of Florida without regard to conflict of laws provisions. Customer hereby consents to the jurisdiction of any state
or federal court situated in Dade County, Florida and waives any objections based on forum non conveniens with regard to
any actions, claims, disputes or proceedings relating to this Agreement, any related document, or any transactions arising
therefrom, or enforcement and/or interpretation of any of the foregoing; provided, nothing herein shall affect a party’s
right to bring proceedings against the other party in the competent courts of any other jurisdiction or jurisdictions.
Customer and Seller hereby waive any and all right to trial by jury in any action or proceeding relating to this Agreement
or any documents relating to this Agreement, or any transaction arising herefrom or connected hereto. Customer and
Seller each represents to the other that this waiver is knowingly, willingly and voluntarily given.

(f) Attorneys’ Fees. In the event of any lawsuit between Seller and Customer arising out of or
relating to the transactions or relationship contemplated by this Agreement, the substantially prevailing party shall be
entitled to recover its reasonable costs including its reasonable attorneys’ fees.

IN WITNESS WHEREOF, the parties have executed this Agreement which is made effective as of the date first above
written.

WORLD FUEL SERVICES, INC.
By: __________________________
Title: Vice President Bulk Sales
Date: 5/18/15

CITY OF DEKALB
By: __________________________
Title: Mayor
Date: 6/1/2015
During the term of this Branding Agreement, City of DeKalb ("Customer") is authorized to and shall offer Company Products for sale under the Company Marks subject to the following terms and conditions:

1. Customer is hereby authorized to sell aviation fuels and other petroleum products supplied by Company pursuant to the Fuel Supply Agreement between Customer and Seller dated May 1, 2015 ("FSA") at the locations listed in the FSA (each a "Location"), under certain brands and signs, and under certain trade names, trademarks, trade dresses, brand names, labels, insignias, symbols and imprints owned by Company or used by Company in its business (collectively "Company Marks") as are specifically authorized by Company from time to time. Such aviation fuels and other petroleum products sold by Seller to Customer, and held for sale by Customer, under Company Marks pursuant to this Branding Agreement and the FSA are hereafter referred to as the "Company Products." 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.

2. Any and all signs, decals, posters, placards, plates, devices, graphic materials or other form of advertising matter consisting in whole or in part of the name of Company or any Company Marks (collectively, “Branded Materials”) will be obtained by Customer, at Seller’s expense, only from Company. Any and all rights in Company Marks and Branded Materials are, and shall remain, the property of Company. Any use of Company Marks or Branded Materials other than as specifically set forth herein shall be strictly prohibited. No signs, emblems, graphic materials or other form of advertising for competing products or brands may be displayed at any Location where Company Products are offered without the express written consent of Seller.

3. Customer agrees that it will not use or display any Branded Materials (a) in a manner which causes or is calculated to cause confusion as to the type, characteristics, quality or manufacture of any fuel or other product which Customer offers for sale; or (b) for the purpose of selling or promoting the sale of aviation fuel other than fuels supplied by Seller; or (c) for the purpose of selling or offering for sale any product which has been diluted or adulterated whether intentionally or not. Customer will at all times maintain its facilities and conduct its operations in compliance with those standards and procedures established from time to time by Company and applicable to aviation fixed based operators displaying any of the Company Marks or Branded Materials. Such standards and procedures may include (without limitation) image quality standards for the brand displayed, quality control and refueling procedures for products bearing such brand, and standards for services offered and facilities utilized by Customer in conjunction with such products. Seller may, as it deems appropriate, conduct periodic tests or inspections to confirm Customer’s compliance with its obligations hereunder.

4. Seller desires to maintain the quality of Company Products sold hereunder. Accordingly, Customer will not in any manner mix, commingle, adulterate, blend, dilute or otherwise change the composition of any of Company Products purchased from Seller hereunder and resold by Customer under Company Marks unless mutually agreed by both parties pursuant to a site specific co-mingling agreement. If Customer offers for sale products purchased on an unbranded basis, Customer shall refrain from all use of Company Marks on or in connection with the sale of such products. Customer further agrees to protect the identity of Company’s products and Company 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.

5. Customer shall accept and honor for payment all Company Accepted Credit Cards and Debit Cards as outlined in the then current Company Credit Card Guide and subject to the terms thereof. "Company Accepted Credit Cards" are defined in the Company Credit Card Guide, which is incorporated herein by this reference, and which may be revised from time to time or discontinued at Company’s sole discretion, and which may be supplemented with Company’s marketing website communications, and other forms of notification to Customer (all referred to collectively as the "Credit Card Guide"). Customer shall accept other payment methods designated by Company from time to time in the Company Credit Card Guide. Customer shall use Company’s approved Electronic Point of Sale ("EPOS") devices for transaction processing.

6. Customer may be eligible to enroll in the Phillips 66-Branded Airport Dealers Excess Liability Insurance Program (the "Excess Liability Program"). In order to apply for enrollment, Customer must complete the following documents relating to
the P66 Excess Liability Program and submit them to Company: (1) Invitation to Enroll; and (2) Letter of Understanding. Customer shall be required to meet such eligibility requirements as established by Company from time to time. Upon request, Seller will provide Customer with the necessary documentation to apply for enrollment; provided, however, that Customer's eligibility and enrollment in the Program shall be in the sole discretion of Company.

7. Upon termination of this Branding Agreement, or in any event upon demand by Company, Customer shall immediately discontinue the posting, mounting, display or other use of Company Marks or Branded Materials. In addition, Customer, at its own expense, shall uninstall and return to Company all salvageable signage and shall promptly return to Seller (or destroy) any and all Branding Material or other items that display Company Marks and shall obliterate the appearance of Company Marks from any of Customer's real or personal property.

8. Company reserves the right at any time to change its product line and specifications, trade dress, trade names, and trademarks or to change or withdraw any services offered in connection with any products such as, but not limited to, credit card acceptance. In the event of such change, Company shall be relieved of all obligation to sell such discontinued products or to offer such discontinued products, trade dress, trade name, trademark or services to Seller and Customer; and, if Company shall market any other brand or product in lieu of the discontinued items, this Branding Agreement shall embrace such new brands or products. Neither Company nor Seller shall be liable to Customer by reason of any such changes.

9. This Branding Agreement shall have the same term as the FSA and shall terminate only when the FSA terminates, unless earlier terminated by Seller upon notice to Customer: (a) if Customer fails to comply with the requirements of this Branding Agreement; or (b) if a new Branding Agreement is substituted for this Branding Agreement pursuant to the terms of the FSA. The parties agree to execute and deliver a replacement branding agreement in substantially the same form (unless a new supplier requires a different form) if Seller determines to substitute aviation fuel of a different brand so long as such aviation fuel meets the requirements and standards set forth in Section 4 of the FSA.

10. Customer may not assign or transfer any right to use Company Marks or Branded Materials without Company's prior approval.

11. The term "Company" as used in this Branding Agreement refers to Phillips 66 Company as owner of the brands, marks, and other intellectual property which is the subject matter of this Branding Agreement. The term "Seller" as used in this Branding Agreement refers to World Fuel Services, Inc. or one of its Affiliates (as defined in the FSA) in its capacity as "Seller" under the FSA.

12. This Branding Agreement is hereby incorporated by reference in and made part of the FSA for all purposes.

IN WITNESS WHEREOF, the parties have executed this Branding Agreement which is made effective as of this 1st day of May, 2015.

WORLD FUEL SERVICES, INC.
By: ________________________________
Title: Vice President Bulk Sales
Date: 5/18/15

CITY OF DEKALB
By: ________________________________
Title: Mayor
Date: 6/1/2015
RETURN COMPLETED FORM TO: michelle.d.miller@p66.com
or Fax #: 918-977-7697

Phillips 66-Branded Airport Dealers Excess Liability Insurance Program - LETTER OF UNDERSTANDING

I. I hereby request to be included (free of charge) in the Phillips 66-Branded Airport Dealers Excess Liability Insurance Program ("Program"). Once properly enrolled, I will be automatically re-enrolled in the Program effective April 1 of each year, from year to year thereafter, so long as:

(1) I am a Phillips 66-branded fixed base operator ("FBO") pursuant to a Phillips 66 branded aviation supply agreement directly with Phillips 66 Company ("Phillips 66") or through a Phillips 66 marketer, and,

(2) I meet the Program requirements.

As of April 1, 2008, the Program provides excess liability coverage in the amount of $50,000,000 per occurrence and in the aggregate for sums which I am legally obligated to pay due to a covered occurrence during the policy period when Phillips 66-branded fuels and lubricants are used, and arising from the activities listed below. It should be understood that the Program is specifically linked to and only meant to respond to Phillips 66 business as a supplier of branded aviation products, and is limited to the following activities:

a. Aviation fuel into plane services relating to sale, service, storage and supply of Phillips 66-branded aviation fuel and lubricant products, including fueling and defueling operations.

b. Aviation fuel tank facilities relating to the storage of fuel and operation of fuel tank facilities.

c. Operation of fueling trucks and other vehicles within airport premises.

I further understand that if I have a fuel supply agreement directly with Phillips 66 or with a Phillips 66 marketer, and if I carry primary contractual liability insurance covering my liability under that agreement, then the Airport Dealers Excess Liability Insurance will, in addition to the coverage explained above, also provide contractual liability coverage to the same extent, subject to policy exclusions.

II. To participate in the Program, I understand that I must maintain in effect primary liability insurance (including Products Liability and Completed Operations Liability) in the following amounts:

a. Not less than the amounts carried at the time I received knowledge of this excess liability coverage, but

b. In any event no less than $1,000,000 combined single limit for each occurrence and in the annual aggregate with respect to Products Liability and Completed Operations coverage. Evidence of coverage must specifically include limits of $1,000,000 in the aggregate for Products Liability and Completed Operations coverage. Any sublimits below $1,000,000 on a "per person" or "per passenger" basis will disqualify me from the Program.

I understand that this excess liability coverage will be afforded to me only to the extent that I maintain insurance to comply with the above primary insurance requirements. I further understand that the Phillips 66-Branded Airport Dealers Excess Liability insurance coverage will change without notice should my coverage expire or should the amounts of my primary liability insurance be reduced below $1,000,000 (except in the event of a claim depleting the underlying limit).

A properly completed Letter of Understanding is required from me in order to be covered under the Program. Once I am enrolled in the Program, I will be automatically re-enrolled thereafter for twelve month periods effective each April 1 pursuant to the current terms and conditions of the Program. Phillips 66 will forward a revised Letter of Understanding if there are changes to the Program (e.g. changes in the renewal dates or policy limits). Written notice will be given in the event the Program is terminated.

I agree and am in compliance with the above primary insurance requirements.

III. Coverage Issues and Exclusions

a. It is important to understand that this Program is considered "following form" which means that the coverage provided under the Program will follow the same policy terms, conditions, exclusions and limitations as my primary insurance affords to my fuel/fueling related coverage. Coverage will not "follow form" and will be more restrictive if I no longer carry $1,000,000 of commercial underlying insurance.

b. War Risks, Hijacking and other similar perils are specifically excluded under this Program, regardless of my primary policy coverage.
c. Regardless of the underlying coverage, Environmental Disturbance and Pollution are not covered.
d. No coverage is afforded to expenses related to a product recall.
e. No coverage is afforded for Nuclear, Dante Recognition or Asbestos exposures.
f. No coverage is afforded if I have a Dealer Commingling Amendment.
g. The Program will not respond if I carry insurance limits of $250,000,000 or more.
h. The $50,000,000 aggregate limit is the total limit available to me. If there is a "catastrophic" loss that erodes the aggregate to $0, there will be no further coverage for me under the Program. I will consider this possibility when deciding on the limits of liability I purchase under my primary insurance program.

IV. I understand it is my responsibility to report any incident involving the use of Phillips 66-branded aviation fuels and/or lubricants that involves bodily injury to third parties and/or damage to property of others, even if such a potential claim is not expected to exceed the limits of my primary insurance. When an incident is reported, a copy of an accident report with the details of the incident should be faxed to Phillips 66 General Aviation Technical Support at 918-662-6085 within 72 hours of the incident.

V. DIRECT DEALERS ONLY - I understand that as a direct dealer who is obtaining aviation fuel directly from Phillips 66 (rather than through a Phillips 66 marketer). I must have a current, active, and fully executed Phillips 66 branded aviation supply agreement on file with Phillips 66 to be included in the Program.

VI. I UNDERSTAND THAT UPON RECEIPT BY PHILLIPS 66 OF THIS COMPLETED, SIGNED, AND DATED LETTER OF UNDERSTANDING, MY COVERAGE UNDER THE PHILLIPS 66-BRANDED AIRPORT DEALERS EXCESS LIABILITY INSURANCE PROGRAM WILL COMMENCE AND BE IN EFFECT THROUGH THE PREVIOUSLY IDENTIFIED POLICY PERIOD, AND WILL BE AUTOMATICALLY RENEWED FROM YEAR TO YEAR THEREAFTER AS LONG AS I MEET THE PROGRAM REQUIREMENTS. NO COVERAGE IS PROVIDED UNLESS A COMPLETED LETTER OF UNDERSTANDING HAS BEEN RECEIVED AND CONFIRMED BY PHILLIPS 66, AND PROVIDED THE STATED REQUIREMENTS ARE MET.

(Please PRINT clearly):

FBO Name  Dekalb Flight Center  |  Airport ID  DKB
Mailing Address  3232 Pleasant St  |  Airport Name  Dekalb Taylor Municipal Airport
City, State, ZIP  Dekalb IL 60115  |  Airport City, State  Dekalb IL 60115

For Marketer-supplied FBOs: name of the Marketer who supplies my Phillips 66-branded aviation fuel:
Marketer Name  Michael Miller, World Fuel

As evidenced by my signature below, I understand, agree to, and am in compliance with this Letter of Understanding in order to be included in the Phillips 66-Branded Aviation Airport Dealers Excess Liability Insurance Program:

FBO DEALER:
Signed By:  John A. Key  (on behalf of the FBO)
Name Printed:  John A. Key
Title:  EMA
Date:  3/12/2013

(City of Dekalb, State of Illinois)

(Enrollment Confirmation)
FBO’s Phillips 66 Brand Date:  11/9/11
Date Enrollment is Effective:  8/13/15
Enrollment Confirmed by:  

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mm-dd-yy 3-19-14