



## FUEL SUPPLY AGREEMENT

**THIS FUEL SUPPLY AGREEMENT** (this “Agreement”) is made and entered into this 1st day of January, 2024 (the “Effective Date”) by and between **AUGUSTA, GEORGIA** (“Customer”), a political subdivision of the State of Georgia, acting through the **AUGUSTA AVIATION COMMISSION**, having its principal office located at 539 Telfair Street, Room 605, Augusta, GA 30901 and **WORLD FUEL SERVICES, INC.**, a Texas corporation on its behalf and on behalf of its affiliates (collectively “Seller”) located at 9800 N.W. 41<sup>st</sup> 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.

(a) During the Term (as defined below), Seller agrees to sell and Customer agrees to purchase all of Customer’s requirements at Customer fixed-based operation site at Augusta Regional Airport (KAGS), 1501 Aviation Way, Augusta, GA 30906 (the “FBO”) for branded and unbranded aviation gasoline, jet fuel, and any other products sold hereunder exclusively from Seller and that it will not purchase any such fuels or products for the FBO from any other corporation, company, entity, or person. Customer represents and warrants that all products and services purchased hereunder will be for the purpose of conducting its business and that no aviation gasoline purchased hereunder shall be used or sold for non-aviation use.

(b) Seller has a contract fuel program that allows its Flight Operator customers (“World Fuel Customers”) to purchase fuel from Seller (or its affiliates) worldwide through a network of FBOs and other suppliers (the “Contract Fuel Program”). During the Term, Customer covenants that all contract fuel sales will be exclusively through Seller’s Contract Fuel Program and that it will not use any other resellers’ contract fuel program, unless contract fuel is processed through Seller’s Contract Fuel Program. Customer shall provide Seller a discounted into-plane fee for fuel based on the volume of fuel sold by Customer to Seller as part of the Contract Fuel Program compared to Customer’s posted retail price and other resellers’ contract fuel program. Seller issues World Fuel Customers proprietary cards that World Fuel Customers can use to purchase fuel at FBOs (“Cards”). Customer agrees to deliver fuel to World Fuel Customers (a) upon presentment of a Card to Customer (each, a Card Transaction); and (b) pursuant to sales orders or authorizations issued by Seller (each, a “Sales Order”, and with Card Transactions, “Customer Transactions”) to Customer for fuel. Customer shall obtain electronic or manual authorization from Seller for all Customer Transactions.

(c) During the Initial Term (as defined below), Customer agrees to deliver into-plane at least (i) 3,600,000 gallons of fuel to World Fuel Customers pursuant to the Contract Fuel Program (the “Contract Fuel Gallons”) and (ii) 6,000,000 gallons of fuel to air carriers operating under a Part 121 certificate, U.S. based airlines and cargo operators (the “Commercial Fuel Gallons”).

(d) Customer shall purchase at least (i) 3,990,000 gallons of combined aviation fuel (“Bulk Fuel”) from Seller during the Initial Term (the “Bulk Gallons”, and collectively with the Contract Fuel Gallons and the Commercial Fuel Gallons, the “Total Gallons”) and (ii) 1,330,000 gallons of Bulk Fuel from Seller during each Option Term (the “Option Term Minimum Gallons”).

(e) Customer agrees that Seller shall have the exclusive right (other than Customer) to hold fuel in the Customer’s tanks (“Customer Tanks”) located at the FBO (“Inventory Fuel”), and that no other Party (other than Customer) shall have the right to hold inventory or have any throughput rights in the Customer Tanks. Customer agrees that it shall only sell Bulk Fuel to end users (*i.e.*, flight operators that burn the fuel in their aircraft) for which Customer issues the invoice to the end user on Customer’s direct behalf. Customer also agrees to the following terms and conditions with respect to Inventory Fuel:

- i. Customer shall, from time-to-time, request additional supplies of Inventory Fuel to ensure at all times during the Term there is a sufficient stock of Inventory Fuel to avoid any Inventory Fuel shortages, taking into account the useable capacity of the Inventory Fuel stock.

- ii. The fueling services ("Fueling Services") at the FBO shall be the sole responsibility of Customer and until title to Inventory Fuel passes to World Fuel Customers after Fueling Services are complete, including, without limitation, the responsibilities related to proper documentation, the preservation of the quality of Inventory Fuel stored at the FBO, the monitoring and control of Inventory Fuel stock levels, and the proper delivery of Inventory Fuel into-plane shall be the sole responsibility of Customer.
- iii. Customer shall keep complete and accurate inventory records. Receipts into inventory and disbursements from inventory shall be recorded in U.S. gallons. Inventory measurements of each Customer Tank shall be taken daily and in accordance with this Section and, for each measurement so taken, the volume and the time of day such measurement was made shall be recorded ("Daily Measurement Requirements").
- iv. Using the Daily Measurement Requirements, Customer shall monthly reconcile the physical inventory of the Inventory Fuel to the calculated inventory and present such reconciliation to Seller. Such reconciliation shall explain the receipt and distribution of all Inventory Fuel, including all operating gains or losses.
- v. Customer shall be responsible for all losses of Inventory Fuel that result from its negligence or willful misconduct. Customer shall also be responsible for all losses or disappearances of Inventory Fuel from Customer Tanks that cannot be reconciled as required above, or adequately explained as a normal operating loss reasonably beyond Customer's control. All gains and losses in inventory of Inventory Fuel shall be determined monthly.
- vi. Customer warrants that at all times during the Term that (y) it will perform the Fueling Service in compliance with Airlines for America ATA Specification 103 "Standards for Jet Fuel Quality Control at Airports", and (z) Customer's personnel shall comply with all of the terms and conditions herein relating to the Fueling Services.
- vii. Customer shall be responsible for training its personnel to perform the Fueling Services as set forth herein.

2. Duration and Renewal. This Agreement shall be for an initial term of three (3) years beginning on the Effective Date (the "Initial Term"). Customer shall have the option to renew for two (2) subsequent one (1) year periods (each, an "Option Term", the Initial Term with each Option Term, as applicable, shall be collectively referred to herein as the "Term"). Customer shall purchase the Total Gallons from Seller during the Initial Term. If at the end of the Initial Term, Customer has not purchased the Total Gallons, then the requirement to purchase such remaining Total Gallons (the "Rollover Gallon Requirement") shall automatically rollover to each Option Term (as applicable), until Customer has purchased the Rollover Gallon Requirement and such Option Term Minimum Gallons. Upon the expiration of the last Option Term, this Agreement shall automatically terminate with no further obligations by either Party. In accordance with Georgia law regarding multi-year contracts, the effective date of this Agreement shall continue through December 31 of the date of execution. The Agreement shall: (i) terminate absolutely and without further obligation on the part of Parties each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions in this Article; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Agreement; and (iii) terminate absolutely, with no further renewals, on December 31, 2028, unless extended by written amendment.

3. Pricing.

(a) Unless otherwise agreed in writing by the Parties, the price per gallon for Avgas 100LL petroleum 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) 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.

(b) The price which Customer shall pay Seller for Jet A aviation fuel petroleum products purchased hereunder shall be governed by the previous week (Monday through Friday) average price per U.S. gallon as published in Platt's Oil Gram Gulf Coast Jet 54 Pipeline "mean" plus the price differential of \$0.0616 per gallon. Prices are exclusive of all Taxes (as defined in Section 10), freight charges, surcharges and fees. Seller will provide the same delivered price for Jet A for North Augusta, SC or Doraville, GA terminals. 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 price at affected locations. Price changes will take effect as of the date of notification.

(c) Unless otherwise agreed in writing by the Parties, the price per gallon for Sustainable Aviation Fuel sold hereunder shall be as established by Seller from time to time in its discretion, subject to availability. Prices are exclusive of all Taxes (as defined in Section 10) 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. Seller warrants to Customer that the products sold hereunder are Jet Turbine Fuel and 100LL Aviation Gasoline and that such products will comply with the following requirements, as applicable: Jet Turbine Fuel produced by a refinery in the United States shall meet ASTM D 1655, latest revision, and Jet A-1 Turbine Fuel produced by a refinery in Canada shall meet the requirements of CAN/CGSB-3.23, latest revision. 100LL aviation gasoline produced by a refinery in the United States or Canada shall meet ASTM D 910, latest revision. Sustainable Aviation Fuel means fuel that was been through ASTM's D4054 Evaluation Process and has been determined by a third party to be equivalent (either neat or as a blend) to conventional jet fuel and has been added to the D7566 Drop-In Fuel Specification. Seller warrants to Customer that it has title to the products delivered hereunder, and Seller warrants to Customer 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 HEREUNDER, 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. 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. 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. Business Development Funds. Following Customer's execution and delivery of this Agreement and any other agreements referred to in subsection 22(b), Seller agrees to advance to Customer business development funds (the "Business Development Funds") as follows:

(a) One Hundred Thousand Dollars (\$100,000.00) annually for the Initial Term of Agreement for a maximum of Three Hundred Thousand Dollars (\$300,000.00) to be used towards facility upgrades and airport community projects.

(b) If this Agreement is terminated for any reason, Customer shall promptly pay back to Seller an amount equal to the number of months left in the current contract year by Customer divided by 12 multiplied by the Business Development Funds distributed by Seller to Customer in such contract year.

(c) If at any time during the Initial Term, Customer purchases the Total Gallons or more of combined aviation fuel (Jet Fuel plus Avgas 100LL), Customer shall be relieved of any obligation or liability to repay to Seller the Business Development Funds.

7. Force Majeure.

(a) Neither Party shall be in breach of nor have any liability for its failure to perform any obligation under this Agreement in the event that performance is prevented, hindered, delayed as a result of any cause beyond the reasonable control of such Party ("Force Majeure Event"), whether or not such Force Majeure Event may have been foreseen or was foreseeable at the time of contracting and regardless of whether the effect of such Force Majeure Event is direct or indirect, including but not limited to: (i) any act of God; (ii) fire, accident or explosion; (iii) landslide, earthquake, lightning, storm, hurricane, flood, tidal wave or other adverse weather condition; (iv) any war (whether declared or not), revolution, act of civil or military authority, riot, blockade, embargo, trade sanction, terrorism, sabotage, or civil commotion; (v) any pandemic, epidemic or quarantine restriction; (vi) strikes (whether legal or not), labor disturbance, whether involving the employees of the affected Party, and regardless of whether the disturbance could be settled by acceding to the demands of the labor group; (vii) compliance with applicable law or a change, request or order of any governmental authority or agent or regulator; (viii) failures of any electrical supply, telecommunications, transport, equipment, pipeline or plant or any mechanical breakdowns howsoever caused; (ix) shortage in raw material, transportation, manufacturing, or Fuel from Seller's contemplated source of supply; (x) any determination that proceeding with a delivery would be a violation of the sanctions laws or regulations of the United States or any other jurisdiction to which the affected Party may be subject.

(b) Upon the mutual agreement of the Parties, if in the event that performance is prevented, hindered, or delayed by such a Force Majeure Event, Seller may reduce deliveries in any manner as it may determine, and shall not be obliged to acquire or purchase additional quantities from other suppliers.

(c) Seller shall not be liable for demurrage, off-hire or delay or any additional costs incurred by Customer resulting from or in any way attributable to any of the foregoing Force Majeure Events.

(d) Seller shall not be obligated to make up any delivery shortfalls omitted as a result of any Force Majeure Event. Quantities not sold or purchased due to the occurrence of such a Force Majeure Event may be reduced or eliminated from the contractual amount upon the mutual agreement of the Parties.

(e) If due to a Force Majeure Event Seller is unable to supply the total demand for any Fuel and/or is only able to perform part of its contractual obligations, Seller shall have the right, upon the mutual agreement of the Parties hereto to allocate its available Fuel and/or services among its customers, departments and divisions in such manner as it may so determine.

8. 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.

9. 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.

10. 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.

11. Taxes and Fees. All prices are quoted in U.S. Dollars 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 other 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, and shall be added to the applicable price, to the extent allowable by law. Failure to add such duty, tax, assessment, fee or other charge to any invoice shall not relieve Customer from liability therefor. Customer will present Seller with any required documentation, including, but not limited to, registrations, exemptions, certifications, claims, refunds, declarations or otherwise, in a form and format, and on or before whatever due date Seller shall require, to satisfy Seller's concerns in connection with any duty, tax, assessment, fee and/or other charge. Customer's failure to provide Seller with such required documentation will result in the inclusion of all appropriate taxes and fees on applicable invoices and the recovery of any imposed taxes and fees will be the responsibility of Customer. Customer shall indemnify and hold Seller harmless for any damages, claims, liability or expense Seller may incur due to Customer's failure to comply with this requirement. Furthermore, Customer agrees to cooperate and execute any document reasonably requested by Seller to the extent necessary to further the intent of this Section 11 or to recover any amounts improperly paid to any governmental authority or other agency.

12. Independent Contractor. For the duration of this Agreement, each Party shall, at all times, function as an independent contractor and not as a subcontractor, employee, or agent of the other Party. Neither Party shall have the authority to and shall not purport to make any commitments or representations on behalf of the other Party or otherwise take any actions on behalf of the other Party. Each Party shall perform under this Agreement in compliance with all applicable laws, ordinances, and regulations of all governmental authorities, including but not limited to those issued by the U.S. Department of Transportation or other federal, state, and local governmental entities 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.

13. Insurance.

(a) Customer shall maintain at Customer's own expense during the Term: (i) Workers' Compensation and Employers 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 \$1,000,000.00 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 13 shall require the insurer to provide Seller with thirty (30) days' prior written notice of any cancellation or material change in the insurance. 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 be issued by the insurance company already under contract to provide insurance services to Customer. The insurance company 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 shall obtain and maintain, at its sole cost and expense and for the full term of this Agreement, including any extension hereto, a minimum, all of the insurance requirements outlined below:

- i. **Comprehensive Broad Form General Liability** to include Products and Completed Operations Liability coverage program of at least \$50,000,000 per occurrence. Customer shall be added as an additional insured and be given a thirty (30) day notice of any cancellation or policy changes.
- ii. **Comprehensive General (Public) Liability:** Coverage shall have minimum limits of \$3,000,000 per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability (insuring Indemnity provision within this contract).
- iii. **Business Auto Liability:** Coverage shall have minimum limits of \$5,000,000 per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include: Owned Vehicles, Hired, and Non-Owned Vehicles and Employee Non- Ownership.
- iv. **Workers Compensation:** Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. The coverage must include Employers' Liability with a minimum limit of \$500,000 for each accident.
- v. **Pollution Liability:** Pollution coverage shall be carried in limits of not less than \$5,000,000 per occurrence.
- vi. **Fidelity Bond:** A Fidelity Bond in the amount of \$100,000 to cover any and all losses of Customer while under the custody or control of Seller.

(e) Any proposed changes to the insurance requirements above of Seller and/or Customer must be approved, in writing, by the Augusta, Georgia Commission prior to the effective date of the new requirements.

14. Indemnification; Limitation of Liabilities.

(a) **SELLER AGREES TO INDEMNIFY AND HOLD HARMLESS THE CUSTOMER AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS OF THE CUSTOMER (AS SUCH, THE**

"INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, LIABILITIES, CAUSES OF ACTION, COSTS, OR EXPENSES (INCLUDING ATTORNEY'S FEES) OF WHATSOEVER NATURE WHICH ARE ASSERTED AGAINST OR INCURRED BY CUSTOMER AS A RESULT OF THE BREACH BY SELLER OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR AS A RESULT OF ANY NEGLIGENCE OR INTENTIONAL MISCONDUCT OF SELLER OR OF ANY SELLER'S OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS OF SELLER. SELLER'S OBLIGATION TO INDEMNIFY SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE LAPSE OF ALL APPLICABLE STATUTES OF LIMITATIONS OR SIMILAR TIME PERIODS WITHIN WHICH AN ACTION FOR INDEMNITY OR CONTRIBUTION MUST BE BROUGHT.

(b) SELLER SHALL NOT HAVE ANY LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR (i) ANY DELAY OR (ii) LOSS OF ACTUAL OR ANTICIPATED PROFIT OR (iii) LOSSES CAUSED BY BUSINESS INTERRUPTION OR (iv) LOSS OF GOODWILL OR REPUTATION OR (v) ACTS OR OMISSIONS OF THIRD PARTY VENDORS OR (vi) FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES WHETHER OR NOT FORESEEABLE, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM THE EXERCISE OF SELLER'S RIGHT TO SUSPEND AND/OR TERMINATE DELIVERY OF FUEL.

(c) IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SELLER PURSUANT TO THE AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

15. Quality Control. 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.

16. Claims. Any claim made by Customer for deficiency in product quality or quantity shall be waived unless made in writing within twenty-four (24) hours after delivery.

17. 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 17 shall survive termination of this Agreement. The recipient's obligations with respect to confidentiality and disclosure set forth herein shall not apply to Confidential Information that (i) is already in the recipient's, its subsidiaries' or affiliates' possession, provided that such information is not subject to another confidentiality agreement with disclosing Party; (ii) is or becomes generally available to the public other than as a result of a wrongful disclosure by recipient or its representatives; (iii) becomes available to recipient, its subsidiaries or affiliates on a non-confidential basis from a source other than disclosing Party, provided that such source is not bound by a confidentiality agreement with or other obligation of secrecy to Disclosing Party; or (iv) is subsequently independently developed by employees or agents of recipient, its subsidiaries or affiliates without any use of disclosing Party's Confidential Information. However, Seller acknowledges that this Agreement is subject to the Georgia Open Records Act (O.C.G.A. § 50-18-72), which requires the disclosure of certain documents related to its performance under this Agreement that is not otherwise excepted or exempted. Should Seller desire to protect its Confidential Information, the Georgia Open Records Act requires that Seller mark such documentation as "confidential" and submit an affidavit with said documentation attesting to the confidential/trade secret/intellectual property rights within the documents.

18. Termination.

(a) Either Party may, in addition and without prejudice to any of its other rights or remedies hereunder, terminate this Agreement upon giving the other Party seven (7) days' prior written notice (or such other period as is specified herein) if any one or more of the following occurs and the breaching Party fails to cure such breach within the applicable notice period: (i) A Party breaches or defaults on any covenant, condition or other provision of this Agreement, the branding agreement, 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) A Party 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.

(b) Customer may terminate this Agreement, in whole or in part, for its own convenience by giving Seller seven (7) days' written notice. Customer will continue to pay Seller for any contracted fuel up until the effective date of the termination.

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

(d) 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 and all remaining Business Development Funds 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.

(e) 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, any remaining Business Development Funds, 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.

19. World Fuel Rewards. Customer agrees to participate in Seller's Rewards Program. Participation in the World Fuel Services Rewards program is subject to the World Fuel Program Rules – Participating Locations, which are set forth at <https://worldfuelrewards.com/worldfuel-program-rules-locations/>.

20. Miscellaneous.

(a) Notices. All notices to be given hereunder by either Party shall be in writing and sent by first class United States mail 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 pursuant to this Section 20(a).

(b) No Conflict. Each of Customer and Seller represents and warrants to the other that neither the execution and delivery of this Agreement by it, 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 any applicable law, regulation, ordinance, or rule with which it must comply; (c) violate any of its respective internal policies, procedures, or guidelines; or (d) 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.

(c) Assignment; Waiver. This Agreement may not be assigned by either Party, either voluntarily, involuntarily, or by operation of law, or in the context of the sale of all or substantially all the assets of either Party; any merger, consolidation or acquisition of either Party with, by or into another corporation, entity or person; or any change in the ownership of more than fifty percent (50%) of the voting capital equity of either Party in one or more related transactions (each, a "Change in Control") without the prior written consent of the other Party, which consent shall not be unreasonably withheld. The Party assigning this Agreement shall give the other Party at least ninety (90) days' prior written notification of any Change in Control, identifying the entity that would be the successor in interest. 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 Kinect 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.

(d) Governing Law, Disputes. This Agreement shall be construed in accordance with the laws of the State of Georgia without regard to conflict of laws provisions. Customer hereby consents to the jurisdiction of any state or federal court situated in Richmond County, Georgia 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.

(e) Amendments/Modifications. Any amendment or modification of this Agreement must be in writing and approved by both Parties. Seller acknowledges that this contract and any changes to it by amendment, modification, change

order, or other similar document may have required or may require the legislative authorization of Customer's Board of Commissioners and approval of the Mayor. Under Georgia law, Seller is deemed to possess knowledge concerning Customer's ability to assume contractual obligations and the consequences of Seller's provision of goods or services to Customer under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Seller may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Seller agrees that if it provides goods or services to Customer under a contract that has not received proper legislative authorization or if the Seller provides goods or services to Customer in excess of the any contractually authorized goods or services, as required by Customer's Charter and Code, Customer may withhold payment for any unauthorized goods or services provided by Seller. Seller assumes all risk of non-payment for the provision of any unauthorized goods or services to Customer, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Customer, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

(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, each Party shall be responsible for its own costs and attorneys' fees.

(g) Open Records Act. This Agreement, and any attached documents that comprise the entire agreement between the Parties, is subject to disclosure under the Georgia Open Records Act. (O.C.G.A. § 50-18-72).

(h) Entire Agreement. This Agreement, the branding agreement, all security agreements, notes, leases, Seller's Response to RFP 23-246, 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. 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

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

**WORLD FUEL SERVICES, INC.**

**AUGUSTA, GEORGIA**

By: \_\_\_\_\_  
Christine S. Coombs  
Sr. Director, Finance

By: \_\_\_\_\_  
Garnett L. Johnson  
Mayor

Attest: \_\_\_\_\_  
Lena J. Bonner, Clerk of Commission