GREENEVILLE
TENNESSEE

AGENDA
TOWN OF GREENEVILLE
GMAA Regular Session
Airport Authority
G. Thomas Love Boardroom
Wednesday, September 16, 2026
4:00 PM

1. Call to Order

2. Pledge of Allegiance

3. Public Comment

4. Approval of Meeting Minutes

    4.a Conssideration to approve the minutes from the regularly scheduled meeting held on August 19th, 2026.

5. Chairman's Comments

6. Unfinished Business- Chairman McAfee

7. New Business- Chairman McAfee

    7.a Introduction of Jeffrey Peek of CliftonLarsenAllen (CLA) Accounting Firm.

8. Airport Manager Report/Updates- Angela Alley

    8.a Consideration of quote for replacing security camera damaged by lightning.

    8.b Consideration of contract agreement with World Fuels.

9. Adjourn

AGENDA ITEM NO.
4.a

Item Cover Page

AIRPORT AUTHORITY AGENDA ITEM REPORT

DATE: September 16, 2026

SUBMITTED BY: Angela Alley, Airport

ITEM TYPE: Minutes

AGENDA SECTION: Approval of Meeting Minutes

SUBJECT: Conssideration to approve the minutes from the regularly scheduled meeting held on August 19th, 2026.

SUGGESTED ACTION:

ATTACHMENTS:
August 19, 2026 GMAA Meeting Minutes (DRAFT).docx

Greeneville Municipal Airport Authority
Regular Meeting
August 19, 2026

Regular Meeting

Greeneville Municipal Airport Authority

G. Thomas Loave Boardroom

Greeneville Energy Authority Building

Wednesday, August 19, 2026

4:00 PM.

The Greeneville Municipal Airport Authority met in a regularly scheduled meeting on August 20, 2026, at 4:00 p.m. at the G. Thomas Love Boardroom located in the Greeneville Energy Authority building, with Chairman Paul McAfee presiding.

Present were Commissioners Paul McAfee, Chairman; Justin Jeffers, Vice-Chair; John Curran, W.T. Daniels, Catherine Bacon and Jimmy Collins.

Pledge of Allegiance:

McAfee called the meeting to order and asked Curran to lead the pledge of allegiance.

Public Comments:

There were no requests from the public to address the GMAA.

Approval of Meeting Minutes:

Motion by Catherine Bacon, seconded by Jimmy Collins to approve the minutes of the regular scheduled meeting held on June 17, 2026. Meeting minutes were unanimously approved.

Motion by Catherine Bacon, seconded by WT Daniels to approve the minutes of the regular scheduled meeting held on July 15,2026. Meeting minutes were unanimously approved.

Chairman's Comments:

Chairman McAfee acknowledged the receipt of correspondence sent outside appropriate protocols from Robert D. Van de Vuurst Esq to the Greeneville Municipal Airport Authority on August 19, 2026. Further, Chairman McAfee indicated the correspondence would be reviewed and if appropriate, responded to.

McAfee discussed in detail the work remaining to complete the relocation of utilities on the “pole” adjacent to the hanger construction site. It is expected that all utilities will be removed from the pole and the pole remover the week of 24 August 2026.

Given the amount of rain over the past few weeks, the hanger contractor will be granted a slight schedule slip.

Unfinished Business:

Item 6: Unfinished Business:

Chairman McAfee reviewed the need to update / maintain Minimum Standards for the Greeneville Municipal Airport. These minimum standards, in line with existing FAA standards will apply to all operators / functions conducted at the Airport.

Discussion followed as to the need to verify mobile mechanic like services and after hour operators to ensure compliance. Airport manager to review the possible need for signage at the airport to address the concern as stated above.

Motion by W.T. Daniels to approve the Minimum Standards, seconded by Catherine Bacon. Motion passed unanimously.

New Business:

Item 7.a: Consideration of Worker’s Compensation and Employee Liability Insurance. Airport Manager led the review of the proposed annual insurance policy. Indicated there had been minimal cost increase from previous year’s policy. Discussion among the Authority Member reflected the need to maintain the policy and support for its passing.

Motion by Justin Jeffers to approve the Worker’s Compensation and Employee Liability Insurance, seconded by Jimmy Collins. Motion passed unanimously.

Item 7.b: Consideration of obtaining Director and Officer Liability Insurance coverage for members of the Greeneville Municipal Airport Authority.

Mr. McInturff reviewed the cost estimates received from two insurers to provide the liability coverage mentioned above. Both estimates provided similar coverage. One insurer offered a multi-year incentive with fixed rates.

Given the cost associate with obtaining this coverage, the Authority elected to table further discussion to next meeting allowing cost research to be conducted.

All members are in agreement as to the need for the insurance; however, the cost associated with it warranted additional research.

Item 7.c: Consideration of obtaining 401(k) and 457(b) Employee Retirement Plans. The Airport Manager led the conversation as to the need to establish a standalone plan for qualifying airport employees given the divesture from the City of Greeneville's plans.

Authority Members were in support of establishing / maintaining this benefit to attract and maintain quality employees. Members asked to be informed as to the status of the funds that had been held by the City of Greeneville prior to divesting from Airport participation.

Motion by Justin Jeffers to approve obtaining 401(k) and 457(b) Employee Retirement Plans, seconded by Jimmy Collins. Motion passed unanimously.

Airport Manager Report/Updates- Angela Alley:

Item 8.a: Review of Airport Capital Improvement Plan:

Ms. Alley reviewed the Airport's five year Capital Improvement Plan that was developed in conjunction with and the support of Tennessee Department of Transportation. Chairman McAfee asked that the effort to replace the concrete at the fuel farm was contained withing the plan.

Item 8.a: Ms. Alley informed the Airport Authority of the Fontana Point Ribbon Cutting Ceremony.

Adjourn

Motion by Jimmy Collins to adjourn, seconded by Justin Jeffers to adjourn. Motion passed
unanimously.

Signature: ____

Signature: ____

AGENDA ITEM NO.
7.a

Item Cover Page

AIRPORT AUTHORITY AGENDA ITEM REPORT

DATE: September 16, 2026

SUBMITTED BY: Angela Alley, Airport

ITEM TYPE: Discussion

AGENDA SECTION: New Business- Chairman McAfee

SUBJECT: Introduction of Jeffrey Peek of CliftonLarsenAllen (CLA) Accounting Firm.

SUGGESTED ACTION:

ATTACHMENTS:
GMAA August 2026 Financials.pdf
Receipts & Disbursements Listing - August 2026.pdf

GREENEVILLE
TENNESSEE
Municipal Airport

FINANCIAL STATEMENTS
FISCAL YEAR TO DATE
AUGUST 31, 2026

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GREENEVILLE MUNICIPAL AIRPORT AUTHORITY
TABLE OF CONTENTS
FISCAL YEAR TO DATE AUGUST 31, 2026

These cash basis financial statements have not been subjected to an audit, review, or compilation engagement, and no opinion nor assurance is provided hereon. Substantially all disclosures and RSI required by US generally accepted accounting principles have been omitted. See Selected Information.

GREENEVILLE MUNICIPAL AIRPORT AUTHORITY
GOVERNMENTAL FUND BALANCE SHEET
AUGUST 31, 2026

		8/31/2026
ASSETS:		
Current Assets:		
Cash	$	64,373
Cash at City		69,847
Cash Deposits at State		156,867
Total Current Assets		**291,087**
TOTAL ASSETS	**$**	**291,087**
FUND BALANCE:		
Fund Balance	**$**	**291,087**
TOTAL LIABILITIES AND FUND BALANCE	**$**	**291,087**

These cash basis financial statements have not been subjected to an audit, review, or compilation engagement, and no opinion nor assurance is provided hereon. Substantially all disclosures and RSI required by US generally accepted accounting principles have been omitted. See Selected Information.

GREENEVILLE MUNICIPAL AIRPORT AUTHORITY
GOVERNMENTAL FUND STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
FISCAL YEAR TO DATE AUGUST 31, 2026

Income Statement

As of August 31, 2026

17% of Fiscal Year 2027 Complete

		Fiscal Year to Date	Adopted Budget	% of Budget	Working Budget/Forecast	% of Budget
	Revenues					
41000	Fuel Sales Revenue	$ 91,535	$ 540,000	17%	$ 540,000	17%
41700	Flow Fee on Fuel	-	18,000	0%	18,000	0%
42000	Hangar and/or Tie Down Revenue	59,769	404,062	15%	404,062	15%
43000	Landing Fee Revenue	612	-	0%	-	0%
44000	Grants & Contributions	-	20,000	0%	20,000	0%
45000	Miscelleanous Revenue	1,216	25,000	5%	25,000	5%
48000	Interest Income	394	-	0%	-	0%
	Total Revenue	**$ 153,526**	**$ 1,007,062**	**15%**	**$ 1,007,062**	**15%**
	Expenditures - by Object					
61000	Salaries & Wages	$ 28,247	$ 306,769	9%	$ 306,769	9%
62000/63000	Employee Benefits	6,879	74,700	9%	74,700	9%
64000	Legal & Professional	20,963	68,000	31%	68,000	31%
64500	Licenses & Permits	75	-	0%	-	0%
65000	Travel & Training	-	2,500	0%	2,500	0%
66000	Fuel Purchases	71,756	400,000	18%	400,000	18%
67000	Technology & Communications	3,703	80,550	5%	80,550	5%
68000	Utilities	3,150	34,000	9%	34,000	9%
69000	Repairs & Maintenance	10,871	65,000	17%	65,000	17%
70000	Insurance	-	63,000	0%	63,000	0%
71000	Office Lease	-	-	0%	-	0%
72000	Office & Administrative	1,009	8,000	13%	8,000	13%
80100	Bond Principal	-	-	0%	-	0%
80300	Bond Interest	-	-	0%	-	0%
85000	Capital Improvements	-	-	0%	-	0%
	Total Expenditures	**$ 146,654**	**$ 1,102,519**	**13%**	**$ 1,102,519**	**13%**
	TOTAL REVENUES	**$ 153,526**	**$ 1,007,062**	**15%**	**$ 1,007,062**	**15%**
	TOTAL EXPENDITURES	**$ 146,654**	**$ 1,102,519**	**13%**	**$ 1,102,519**	**13%**
	NET INCOME (LOSS)	**$ 6,872**	**$ (95,457)**		**$ (95,457)**	

Fund Balance July 1, 2026	**$ 284,215**
NET INCOME (LOSS)	**6,872**
Fund Balance August 31, 2026	**$ 291,087**

These cash basis financial statements have not been subjected to an audit, review, or compilation engagement, and no opinion nor assurance is provided hereon. Substantially all disclosures and RSI required by US generally accepted accounting principles have been omitted. See Selected Information.

GREENEVILLE MUNICIPAL AIRPORT AUTHORITY
SELECTED INFORMATION
FISCAL YEAR TO DATE AUGUST 31, 2026

Greeneville Municipal Airport Authority
Selected Information
For the fiscal year to date August 31, 2026.

The Cash at City is the beginning balance provided by the city on 7/1/2026 adjusted by the amounts received by GMAA and reclassified into the GMAA Cash balance.

The Cash Deposits at the State is the beginning balance provided by the city on 7/1/2026 and no adjustments to that amount were noted during August.

The accompanying financial statements include the following departures from accounting principles generally accepted in the United States of America:

The financial statements omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America.

The financial statements omit all required supplementary information, such as management discussion and analysis as required by accounting principles generally accepted in the United States of America.

Greeneville Municipal Airport Authority
SUPPLEMENTARY SUPPORTING SCHEDULE
RECEIPTS & DISBURSEMENTS
August 31, 2026

Cash Balance as of August 1, 2026		**$**	**102,847.16**
Airport funds from AJB to Heritage Bank		**$**	**-**
Receipts			
Fuel Sales - Jet A	21,774.95		
Fuel Sales - AvGas	23,640.68		
Hangar And/Or Tie Down Revenue	30,982.33		
Landing Fee Revenue	466.30		
Miscellaneous Revenue	1,002.41		
Interest Income	341.50		
Total August 2026 receipts		**$**	**78,208.17**

Disbursements	**Description**	**Amount**		
Ascent Aviation Group, Inc.	7376 gallons of AvGas	(40,847.18)		
Ascent Aviation Group, Inc.	7406 Net Gallons	(30,909.24)		
Arrow Exterminators, Inc	Pest Control	(65.00)		
Big D's Heating & Air	Service call, condensation pump and install	(565.00)		
Camp Software, Inc	NextGen	(530.00)		
Central Technologies, Inc.	Security Cameras & Install	(5,470.32)		
Cintas	Supplies	(80.00)		
CliftonLarsonAllen LLP	Outsourced Accounting - August 2026	(3,325.00)		
FlightAware	FBO Toolkit - Annual Contract	(1,100.00)		
Greene Farmers Cooperative	Glysophate	(289.96)		
Greeneville Energy Authority	Electric, Telephone, and Internet - July 2026	(3,096.50)		
Greeneville Water Commission	Water & Sewer - Acct 42623-001,002,003, & 009	(173.35)		
Greeneville Water Commission	Sewer Repair	(440.30)		
Heritage Community Bank	Service charge	(152.00)		
Lowe's	Repairs & Maintenance	(1,147.67)		
Payroll Taxes	8/12 & 8/26 Payroll	(3,410.81)		
Quick Stop Market #3	Gasoline	(127.29)		
Rebel Services, LLC	QTPod Repair	(789.68)		
Salaries & Wages	8/12/26 Payroll	(14,235.14)		
State of Tennessee - Elevator Unit	Annual inspection permit	(75.00)		
T-Mobile	Cell Phone - July 2026	(20.60)		
Tad Wintermeyer Attorney at Law	Legal Services - 5/11 through 8/6/2026	(8,775.00)		
The Ford System	Supplies	(67.33)		
Time & Pay	Payroll Processing Fee	(168.32)		
Town of Greeneville	Waste Disposal - Service Period, July 2026	(150.00)		
TRINI Electric, Inc	T-Hangar 26 Electrical work	(195.00)		
Unbound Digital	Contract IT Services - September 2026	(453.00)		
Verizon	Cell Phone - July 2026	(24.01)		
	Total August 2026 disbursements		**$**	**(116,682.70)**
Cash Balance as of August 31, 2026			**$**	**64,372.63**

AGENDA ITEM NO. 8.a

Item Cover Page

AIRPORT AUTHORITY AGENDA ITEM REPORT

DATE: September 16, 2026

SUBMITTED BY: Angela Alley, Airport

ITEM TYPE: Repair

AGENDA SECTION: Airport Manager Report/Updates- Angela Alley

SUBJECT: Consideration of quote for replacing security camera damaged by lightning.

SUGGESTED ACTION:

ATTACHMENTS:
Camera 13 Replacement quote (lightning).pdf

CENTRAL Technologies, Inc.

We have prepared a quote for you

Avigilon - Multisensor Camera

Quote # 034228
Version 1

Prepared for:

Greeneville Municipal Airport

Angela Alley
aalley@greenevilletn.gov

6101 Industrial Heights Dr. NW
Knoxville, TN 37909
centralinc.com

CENTRAL Technologies, Inc.

Products

Description		Price	Qty	Ext. Price
24C-H5A-3MH-B	**H5AMH 3X8MP 3.3-5.7MM ANLYTCS CAM MODULE**	$2,435.16	1	$2,435.16
POE60U-1BTE	**Gigabit 802.3bt 60 W PoE Injector**	$148.68	1	$148.68
CAMERA INSTALL - OUTDOOR - NO DATA DROP/NO WALL PENETRATION	**CAMERA INSTALL-OUT-NO DATA DROP/NO WALL PENE**	**$300.00**	**1**	**$300.00**

Subtotal: **$2,883.84**

Statement of Work

Replacement Camera & POE Injector in reference to ST 66229, using existing data drops and licneses

6101 Industrial Heights Dr. NW
Knoxville, TN 37909
centralinc.com

CENTRAL Technologies, Inc.

Avigilon - Multisensor Camera

Prepared by:

Knoxville HQ

Brandon Calhoun
615-812-5566
brandon@centralinc.com

Prepared for:

Greeneville Municipal Airport

245 Airport Rd
Greeneville, TN 37745
Angela Alley
(423) 639-6275
aalley@greenevilletn.gov

Quote Information:

Quote #: 034228

Version: 1
Delivery Date: 08/21/2026
Expiration Date: 09/18/2026

Quote Summary

Description	Amount
Products	$2,883.84
Total:	**$2,883.84**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Knoxville HQ

Signature: Brandon Calhoun

Name: Brandon Calhoun

Title: Account Manager

Date: 08/21/2026

Greeneville Municipal Airport

Signature:

Name: Angela Alley

Date:

AGENDA ITEM NO. 8.b

Item Cover Page

AIRPORT AUTHORITY AGENDA ITEM REPORT

DATE: September 16, 2026

SUBMITTED BY: Angela Alley, Airport

ITEM TYPE: Contract

AGENDA SECTION: Airport Manager Report/Updates- Angela Alley

SUBJECT: Consideration of contract agreement with World Fuels.

SUGGESTED ACTION:

ATTACHMENTS:
Greeneville Municipal Airport Authority FSA 10.1.2026.docx
Greeneville Municipal Airport Authority P66 Branding Agr 10.1.2026.doc

FUEL SUPPLY AGREEMENT

THIS FUEL SUPPLY AGREEMENT (this "Agreement") is made and entered into this 1st day of October, 2026 (the "Effective Date") by and between **GREENEVILLE MUNICIPAL AIRPORT AUTHORITY** ("**Customer**"), a Tennessee Municipal corporation located at 246 Airport Road, Greeneville, TN 37745 and **WORLD FUEL SERVICES, INC.**, a Texas corporation on its behalf and on behalf of its Affiliates (collectively "Seller") 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.

(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 Greeneville Municipal Airport (KGCY), 246 Airport Road, Greeneville, TN 37745 (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 Contract Fuel Customers") to purchase fuel from Seller (or its affiliates) worldwide through a network of FBOs and other suppliers (the "Contract Fuel Program"). Customer agrees to participate in World Fuel Contract Fuel Program with centralized payment processing including other suppliers and resellers processing through World Fuel Contract Fuel. Customer shall not transact with other suppliers or resellers for direct invoice or retail transactions. Seller agrees to purchase from Customer, aviation fuel for delivery at the FBO by Customer to all World Fuel Contract Fuel Customers that participate in the Contract Fuel Program. Customer shall provide Seller a discounted price for fuel sold by Customer to Seller as part of the Contract Fuel Program providing Seller a price advantage compared to other resellers' contract fuel program and Customer's posted retail price. Seller may periodically request price and into-plane rate comparisons. Seller issues World Fuel Contract Fuel Customers proprietary cards that World Fuel Contract Fuel Customers can use to purchase fuel at FBOs ("Cards"). Customer agrees to deliver fuel to World Fuel Contract 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". Customer shall obtain electronic or manual authorization from Seller for all Customer Transactions.

2. Duration and Renewal. This Agreement shall be for an initial term of five (5) years beginning on the Effective Date (the "Initial Term"). If at the end of the Initial Term, Customer has not purchased at least 450,000 gallons of combined aviation fuel from Seller (the "Required Minimum Gallons"), this Agreement shall automatically renew for one or more subsequent annual terms until Customer has purchased at least the Required Minimum Gallons. If upon the expiration of the Initial Term or any annual renewal term, Customer has purchased the Required Minimum Gallons, then this Agreement shall automatically renew for subsequent annual periods ("Subsequent Terms", and with the Initial Term, the "Term") unless cancelled by either party providing written notice to the other party of its election to terminate at least ninety (90) days prior to the end of the Initial Term or the applicable Subsequent Term.

3. Pricing. Unless otherwise agreed in writing by the parties, the price per gallon for products sold hereunder shall be 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.

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 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 check, and the terms shall be net ten (10) 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.*

(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) 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 in its sole discretion 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 at the discretion of Seller.

(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 in its sole discretion to allocate its available Fuel and/or services among its customers, departments and divisions in such manner as it may so determine.

7. Title and Risk of Loss. Seller's liability relating to Fuel sold hereunder shall be deemed complete and title and risk of loss shall pass to Customer when such Fuel passes, as applicable, (a) the flange of Seller's or its agent's delivery equipment or (b) the first flange connection of the receiving storage system 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 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 (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 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 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: (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 $1,000,000.00 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 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; Limitation of Liabilities.

(a) Customer agrees to indemnify, defend and hold harmless Seller, its affiliates, and their respective equity holders, officers, managers, directors, employees, agents and permitted assigns from and against any and all liabilities, losses, claims, costs, expenses and damages (including reasonable attorneys' fees) of whatever nature incurred by any such indemnitee as a result of any claim brought by any third party in connection with any fuel or services provided hereunder except to the extent such liabilities result directly out of Seller's gross negligence or willful misconduct.

(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 WORLD FUEL PURSUANT TO THE AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

14. Quality Control. Customer shall maintain the quality of Seller's aviation products and shall comply with any quality control procedures prescribed by Seller's 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.

15. 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.

16. 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 16 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.

17. 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 agreement, note, security agreement, lease, or any other agreement of the parties, and such breach or default is not cured within the timeframe set forth in the applicable agreement; provided that in all events Customer shall have a period of thirty (30) days following written notice from Seller of such breach in which to cure said breach; (ii) Customer fails to pay to Seller within ten (10) days following the due date hereunder all sums to which Seller is legally entitled in accordance with the terms of this Agreement; (iii) willful adulteration, commingling of any type of aviation fuel from any other supplier or reseller at Customer's fuel storage location, 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.

(b) 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.

(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.

18. Allowances.

(a) Annual Customer Support Allowance. So long as Customer is not then in default under this Agreement, during each contract year of the Initial Term, Seller shall provide Customer with annual support allowances totaling $4,500.00 (the "Annual Customer Support Allowance"), allocated as follows: (i) $2,000.00 for truck maintenance expenses, (ii) $2,000.00 for training, and (iii) $500.00 for Customer-sponsored FBO events. Seller shall advance the Annual Customer Support Allowance to Customer at the beginning of each contract year of the Initial Term.

(b) Monthly Software Allowance. So long as Customer is not then in default under this Agreement, Seller shall provide Customer with a software allowance in the amount of Five Hundred Dollars ($500.00) per month (the "Monthly Software Allowance") during the Initial Term. Seller shall apply the Monthly Software Allowance as a credit to Customer's account each month during the Initial Term.

(c) Uniform Allowance. Seller shall provide Customer with a one-time uniform allowance in the amount of $1,000.00. Seller shall advance this allowance to Customer at the beginning of this Agreement.

19. World Fuel Rewards. 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. Co-op Advertising.

Customer agrees to participate in Seller's co-op program pursuant to which Customer shall pay $0.005 cents per gallon for Bulk Fuel purchased hereunder, which amount Seller will accrue from January – December of each calendar year and Customer shall have the right to purchase qualified co-operative marketing items for the FBO; provided that Customer shall forfeit the right to any remaining accrued funds after January 15th of each calendar year. Seller shall provide a list of approved expenses which are Co-op eligible.

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) Entire Agreement. This Agreement, the 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. 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. 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.

(d) Assignment; Waiver.

This Agreement may not be assigned (each such act, an "Assignment") by Customer directly or indirectly, either voluntarily, involuntarily, or by operation of law, or in the context of the sale of all or substantially all the assets

; any merger, consolidation or acquisition, 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 in one or more related transactions (each, a "Change in Control") without the prior written consent of Seller, which consent shall not be unreasonably withheld. Customer shall give Seller at least ninety (90) days' prior written notification of any Change in Control, identifying the entity that would be the successor in interest (the "Assignee"). Any Assignment that is not in compliance with this Section will be void. The acceptance of payments by Seller from a proposed Assignee does not constitute consent to such Assignment by Seller.

Notwithstanding any Assignment by Customer, the Term (or any remainder of the Term) under this Agreement shall continue, and such Assignee shall be liable for all obligations of Customer under this Agreement. An Assignment is not valid or effective unless Customer delivers to Seller a fully executed Assignment that contains a covenant of assumption of all obligations by the Assignee, reasonably satisfactory in substance and form to Seller.

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.

(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 Miami-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.	**GREENEVILLE MUNICIPAL AIRPORT AUTHORITY**
By: ____	By: ____
Christine S. Coombs Sr. Director, Finance	____ Printed Name and Title

BRANDING AGREEMENT
(PHILLIPS 66® BRAND)

This BRANDING AGREEMENT (this "Branding Agreement") is made and entered into this 1st day of October, 2026, by and between **GREENEVILLE MUNICIPAL AIRPORT AUTHORITY** ("**Customer**"), a Tennessee Municipal corporation located at 246 Airport Road, Greeneville, TN 37745 and **WORLD FUEL SERVICES, INC.**, a Texas corporation on its behalf and on behalf of its Affiliates (as defined in the FSA) (collectively "Seller") located at 9800 N.W. 41st Street, Miami, FL 33178.

During the term of this Branding Agreement, 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 supplied by Company pursuant to the Fuel Supply Agreement between Customer and Seller dated October 1, 2026 ("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 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 therefore: 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 or Philips 66 Company may, as each deems appropriate, including through the use of third-party contractors, 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 the co-mingling section of the FSA. 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"). All transactions shall be processed: (a) on point-of-sale devices and web-enabled processing solutions or platforms, including, without limitation, Electronic Point of Sale ("EPOS") devices that are designated and approved by Company; and (b) by a card processor designated and approved by Company. Customer shall accept other payment methods designated by Company from time to time in the Company Credit Card Guide.

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 Agreement which is made effective as of the date first above written.

WORLD FUEL SERVICES, INC.	**GREENEVILLE MUNICIPAL AIRPORT AUTHORITY**
By: _______________________________	By: _______________________________
Christine S. Coombs Sr. Director, Finance	_______________________________ Printed Name and Title