



AVFUEL CORPORATION
FIXED BASE OPERATOR
AVIATION FUEL SUPPLY AGREEMENT

Reference Date: January 1, 2026

Effective Date: January 1, 2026

SUMMARY

This Agreement is between Avfuel Corporation and its affiliates and subsidiaries all of which have principal offices at 47 West Ellsworth Road, Ann Arbor, MI 48108 USA, hereinafter referred to, individually or collectively as "Avfuel" and the City of Crete, Nebraska having its principal office at (Street address only) 243 East 13th St., Crete, NE 68333, hereinafter called "Customer", collectively called "the Parties", and is effective on the Effective Date or, if no Effective Date is specified then on the Reference Date noted above.

THIS IS AN INTEGRATED AGREEMENT CONSISTING OF SEVERAL PARTS, ALL OF WHICH SHALL BE READ TOGETHER AND INTERPRETED AS ONE AGREEMENT. The parts shall include this Summary, the Special Terms and Conditions, and the General Terms and Conditions. In the event of any inconsistencies between the Special Terms and Conditions and the General Terms and Conditions, the Special Terms and Conditions shall govern. Avfuel offers other Programs that it believes are of benefit to Customer. Customer chooses to participate in those Programs that are checked below and agrees that the applicable provisions of the Special and General Terms and Conditions govern those Programs. Additions or deletions to this agreement are governed by the Changes Provision set forth in Section 21 of the General Terms and Conditions. If customer should avail itself of any of the Programs not checked below then Customer specifically agrees to be bound by the Special and General Terms and Conditions that govern those Programs.

Applicable Certificates of Insurance are attached hereto. Insurance Company Name: \_\_\_\_\_

- Customer Credit Program, Brand Program, Equipment Lease Agreement, Addenda, AVTRIP Program, Contract Fuel Dealer Program

CUSTOMER FEIN: 47-6006154

TYPE OF BUSINESS: Government (i.e. C-corp, S-corp, Partnership, LLC, Sole Proprietorship, or other)

STATE ID NUMBER:

STATE OF INCORPORATION: NE

FOR: AVFUEL CORPORATION

FOR: CITY OF CRETE, NEBRASKA

By: William B. Light

By: (Signature)

Title: Vice President, Administration

(Print Name)

Title: (Print Title)

The undersigned hereby guarantee(s) payment and performance of this Agreement by Customer.

By: (Signature), (Print Name), (Social Security Number)

**FIXED BASE OPERATOR  
AVIATION FUEL SUPPLY AGREEMENT**

**SPECIAL TERMS AND CONDITIONS**

**CUSTOMER NAME:** City of Crete, Nebraska  
**BILLING ADDRESS:** 243 East 13<sup>th</sup> St.  
(if different than street address) Crete, NE 68333  
**DELIVERY ADDRESS:** 2429 County Rd F  
(if different than street address) Crete, NE 68333  
**AIRPORT ID (IATA CODE):** CEK, Crete Municipal Airport

**PRODUCT(S):**     Jet-A         Jet-A with FSII         Avgas/100LL         Other

**PAYMENT TERMS:**    Net ten (10) days via electronic funds transfer (EFT)

**CREDIT LIMIT:**        \$30,000

**OTHER SPECIAL TERMS AND CONDITIONS:**

1. Under Section 2 Term of the General Terms and Conditions: The first and second sentences are replaced by the following, The initial term of this Agreement is three (3) years, beginning on the Effective Date specified in the Summary. The term shall automatically renew for a successive three (3) year terms until one Party delivers a Notice to the other Party of its intent to terminate at the end of the current term.
2. Under Section 17.3 of the General Terms and Conditions: The following sentence is added to the end of this Section, Notwithstanding anything in this Agreement to the contrary, Customer reserves the right to terminate this Agreement at any time without penalty by giving Avfuel at least sixty (60) days written notice.
3. For the avoidance of doubt, the Parties agree that all aviation fuel delivered by Customer to end users pursuant to direct sales by the Customer to those end users will be at the prices and terms independently established between the Customer and the end user.
4. Under the "Brand Program" Section of the General Terms and Conditions: The following new Section 6 is hereby added, During the Customer's participation in Avfuel's Brand Program, Customer shall enjoy all benefits of the program offered to other participants. Avfuel shall include the Customer in any map, list, or database of branded partners/locations."
5. Under Section 8 of the General Terms and Conditions: The following new Section 8.3 is added, Avfuel shall comply with all applicable federal, state, and local laws and regulations regarding civil rights and equal opportunity employment. Avfuel hereby agrees that it will not discriminate against any employee or applicant for employment with respect to the employee's or applicant's hire, tenure, term, conditions, or privileges of employment because of the employee's or applicant's race, color, religion, sex, disability, marital status, national origin, or military or veteran status.
6. Under Section 8 of the General Terms and Conditions: The following new Section 8.4 is added, Avfuel hereby represents and warrants that neither it nor, to the best of its knowledge, any personnel providing services on its behalf under this Agreement are currently or have been debarred, suspended, proposed for debarment, declared ineligible, or otherwise prohibited from participating in any federal procurement or non-procurement program. Avfuel hereby agrees to immediately notify Customer in writing of any such threatened, proposed, or actual debarment, suspension, or ineligibility.