

Docket No. A-2017-2622058  
World Fuel Services, Inc.  
Data Request

1. Reference Application, Section 7.a, Financial Fitness – Bonding Letter for Columbia Gas of Pa. Applicant submitted said bonding letter from Columbia Gas of Pa with the following language: “World Fuel Services, Inc. has indicated only brokering and consulting services will be provided.” This is contrary to application Section 4.b, stating applicant is seeking to be licensed as a supplier. Please submit a letter or correspondence from Columbia Gas of Pa acknowledging applicant’s proposed license status as a “supplier.”

Response to Data Request 1, Section 7.a Financial Fitness

Please see attached updated bonding letter from Columbia Gas of Pa which indicates that “World Fuel Services has met the financial security requirement to provide Natural Gas Supply Service to Columbia Gas customers.”

September 28, 2017

Matthew Foran  
WFS Regulatory Trading Compliance  
World Fuel Services  
9800 NW 41st St  
Doral, FL 33178

Dear Matthew Foran:

We are pleased that World Fuel Services has applied for a license to provide Natural Gas Supply Service on the distribution system of Columbia Gas of Pennsylvania, Inc. ("Columbia Gas").

Under Paragraph 2.4.5 of the Rules Applicable to Distribution Service section of the Tariff of Columbia Gas, World Fuel Services could be required to provide to Columbia Gas a bond or other financial security instrument in an amount that Columbia Gas determines to be appropriate. We have determined at this time that World Fuel Services has met the financial security requirement to provide Natural Gas Supply Service to Columbia Gas customers.

If the creditworthiness requirement or Columbia Gas' exposure to World Fuel Services changes in the future, Columbia Gas might deem it appropriate to require World Fuel Services to provide a bond or other financial security instrument.

Please feel free to contact me at 614-460-4881 should you have any questions regarding a bond or other financial security instrument requirements of Columbia Gas.

Sincerely,

*Debbie Vair*

Debbie Vair  
Manager of Gas Transportation Service and Nominations

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2. Reference Application, Section 7.b, Financial Fitness – Applicant provided a company web address to its 10K filing, however, this is not acceptable. Applicant may provide a link to the Securities and Exchange Commission website to its 10K filings. Also, please reference application Section 7.c. Please provide copies of the mentioned credit facilities indicated in the application. Applicant may elect to mark these as “confidential.”

Response to Data Request 2, Section 7.b Financial Fitness

All financial filings and information for our parent company, World Fuel Services Corporation, are available for download from the U.S. Securities and Exchange Commission’s website at the URLs below:

All company filings:

<https://www.sec.gov/cgi-bin/browse-edgar?company=World+Fuel+Services&owner=exclude&action=getcompany>

2016 Form 10-K:

<https://www.sec.gov/Archives/edgar/data/789460/000162828017001482/0001628280-17-001482-index.htm>

2015 Form 10-K:

<https://www.sec.gov/Archives/edgar/data/789460/000155837016003246/0001558370-16-003246-index.htm>

2014 Form 10-K:

<https://www.sec.gov/Archives/edgar/data/789460/000155837015000073/0001558370-15-000073-index.htm>

Response to Data Request 2, Section 7.c Financial Fitness

Exhibit 10.1 to the Form 8-K filed on October 27, 2016 has been attached and details the terms of the most recent Amendment No. 2 to the Credit Agreement between World Fuel Services Corporation and Bank of America, N.A. The full text of the Fourth Amended and Restated Credit Agreement, which includes Amendment No. 1 dated as of January 30, 2015 and the aforementioned Amendment No. 2 dated as of October 26, 2016, can be found at the following URL on the Securities and Exchange Commission website.

Form 8-K (filed 2016-10-27):

<https://www.sec.gov/Archives/edgar/data/789460/000162828016020385/0001628280-16-020385-index.htm>

**AMENDMENT NO. 2 TO FOURTH AMENDED AND RESTATED CREDIT AGREEMENT, AND JOINDER AGREEMENT**

This **AMENDMENT NO. 2 TO FOURTH AMENDED AND RESTATED CREDIT AGREEMENT, AND JOINDER AGREEMENT** (this "Amendment") dated as of October 26, 2016, is made by and among **WORLD FUEL SERVICES CORPORATION**, a Florida corporation ("WFS"), **WORLD FUEL SERVICES EUROPE, LTD.**, a corporation organized and existing under the laws of the United Kingdom ("WFS Europe"), and **WORLD FUEL SERVICES (SINGAPORE) PTE LTD**, a corporation organized and existing under the laws of the Republic of Singapore ("WFS Singapore", and together with WFS and WFS Europe, each a "Borrower" and collectively the "Borrowers"), each of the undersigned Guarantors, **BANK OF AMERICA, N.A.**, a national banking association organized and existing under the laws of the United States ("Bank of America"), in its capacity as administrative agent for the Lenders generally (in such capacity, the "Administrative Agent"), **BANK OF AMERICA, N.A., SINGAPORE BRANCH** ("Bank of America Singapore"), in its capacity as administrative agent for the Singapore Term Loan Facility (in such capacity, the "Singapore Agent"), each of the existing Lenders under the Fourth Amended Credit Agreement (defined below) (collectively, the "Existing Lenders") signatory hereto, and each of the Persons executing this Amendment as a Lender that is not an Existing Lender (collectively, the "Joining Lenders"). Except as expressly provided herein, capitalized terms used but not otherwise defined herein have the respective meanings ascribed to them in the Credit Agreement, as defined below after giving effect to this Amendment.

**WITNESSETH:**

**WHEREAS**, the Borrowers, Bank of America, as Administrative Agent, Swing Line Lender and L/C-BA Issuer, and the Existing Lenders have entered into that Fourth Amended and Restated Credit Agreement dated as of October 10, 2013 (as amended by that certain Amendment No. 1 to Fourth Amended and Restated Credit Agreement, and Joinder Agreement dated as of January 30, 2015, and as further amended, supplemented, restated or otherwise modified prior to the date hereof, the "Fourth Amended Credit Agreement"; references herein to the "Credit Agreement" shall mean the Fourth Amended Credit Agreement after giving effect to this Amendment), pursuant to which the Revolving Lenders (as defined in the Fourth Amended Credit Agreement) have made available to the Borrowers a \$1,258,712,500 revolving credit facility with a swing line sublimit and a letter of credit sublimit, the Domestic Term Loan Lenders (as defined in the Fourth Amended Credit Agreement) continued Initial Domestic Term Loans (as defined in the Fourth Amended Credit Agreement) in the outstanding principal amount of \$194,000,000 (the original principal amount being \$200,000,000 and the outstanding principal amount as of the date hereof and prior to giving effect to this Amendment being \$182,360,000), the Singapore Term Loan Lenders (as defined in the Fourth Amended Credit Agreement) continued Singapore Term Loans (as defined in the Fourth Amended Credit Agreement) in the outstanding principal amount of \$48,500,000 (the original principal amount being \$50,000,000 and the outstanding principal amount as of the date hereof and prior to giving effect to this Amendment being \$45,590,000), and the 2015 Domestic Term Loan Lenders (as defined in the Fourth Amended Credit Agreement) made the 2015 Domestic Term Loan

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(as defined in the Fourth Amended Credit Agreement) on the Amendment No. 1 Effective Date in the original principal amount of \$100,000,000 (the outstanding principal amount as of the date hereof and prior to giving effect to this Amendment being \$95,000,000);

**WHEREAS**, the Guarantors and the Administrative Agent entered into that Third Amended and Restated Guaranty Agreement dated as of October 10, 2013, pursuant to which the Guarantors agreed to guarantee payment of the Obligations;

**WHEREAS**, the Borrowers have requested that the Existing Lenders make certain amendments to the Fourth Amended Credit Agreement, which amendments shall, among other things (a) provide for additional Domestic Term Loan Commitments of \$517,640,000.00 (the “2016 Domestic Term Loan Commitments”) and (b) provide for a prepayment of the outstanding Singapore Term Loans in an amount equal to \$590,000.00;

**WHEREAS**, certain of the Existing Lenders and the Joining Lenders have agreed to provide the requested 2016 Domestic Term Loan Commitments;

**WHEREAS**, the Domestic Term Loans made pursuant to the 2016 Domestic Term Loan Commitments (the “2016 Domestic Term Loans”), and the outstanding Initial Domestic Term Loans and 2015 Domestic Term Loans shall be combined into a single domestic term loan facility;

**WHEREAS**, the Administrative Agent and the Lenders signatory hereto are willing to effect such amendments on the terms and conditions contained in this Amendment;

**NOW, THEREFORE**, in consideration of the premises and further valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendments to Fourth Amended Credit Agreement. Subject to the terms and conditions set forth herein, effective as of the Amendment Effective Date (as defined below), the Fourth Amended Credit Agreement (exclusive of the Schedules and Exhibits thereto except as provided below) shall be amended so that it reads as set forth in Exhibit A hereto (as so amended, the “Credit Agreement”).

2. Amendments to Schedules to the Fourth Amended Credit Agreement; Domestic Term Loan Combination. Subject to the terms and conditions set forth herein, effective as of the Amendment Effective Date, each of the Schedules to the Fourth Amended Credit Agreement shall be amended so that they read as set forth in Exhibit B hereto. In connection with such amendment the outstanding Initial Domestic Term Loans, 2015 Domestic Term Loans and 2016 Domestic Term Loans shall be combined into a single Domestic Term Loan Facility, and the Loans made pursuant to such Domestic Term Loan Facility shall constitute Domestic Term Loans.

3. Amendments to Exhibit E to the Fourth Amended Credit Agreement. Subject to the terms and conditions set forth herein, effective as of the Amendment Effective Date, Exhibit E to the Fourth Amended Credit Agreement shall be amended so that it reads as set forth on Exhibit C hereto.

4. Joinder of Joining Lenders. By its execution of this Amendment, each Joining Lender hereby confirms and agrees that, on and after the date this Amendment becomes effective (the "Amendment Effective Date"), such Joining Lender shall be and become a party to the Credit Agreement as a Lender, shall have all of the rights and be obligated to perform all of the obligations of a Lender thereunder with respect to the applicable Facility or Facilities, all as identified on Schedule 2.01 attached to Exhibit B hereto. Each Joining Lender further (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Amendment and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it meets all requirements of an Eligible Assignee under the Credit Agreement (subject to receipt of such consents as may be required under the Credit Agreement), (iii) from and after the date hereof, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and shall have the obligations of a Lender thereunder, (iv) it has received a copy of the Credit Agreement in the form attached hereto as Exhibit A, together with copies of the most recent financial statements delivered pursuant to Section 6.01 thereof, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into the Credit Agreement on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent, the Arrangers or any other Lender or agent, and (v) if it is a Foreign Lender, it has delivered to the Administrative Agent any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by such Joining Lender; and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

5. Reallocation and Assignment.

(a) Simultaneously with the Amendment Effective Date, the parties hereby agree that the Commitments shall be as set forth in Schedule 2.01 attached to Exhibit B hereto and the portion of Loans and other Outstanding Amounts outstanding under the Fourth Amended Credit Agreement shall be reallocated in accordance with such Commitments and the requisite assignments shall be deemed to be made in such amounts by and between the Lenders and from each Lender to each other Lender, including any Joining Lender, with the same force and effect as if such assignments were evidenced by applicable assignment agreements required pursuant to Section 10.06 of the Fourth Amended Credit Agreement. Notwithstanding anything to the contrary in Section 10.06 of the Fourth Amended Credit Agreement or Section 10.06 of the Credit Agreement, no other documents or instruments, including any assignment agreements, shall be executed in connection with these assignments (all of which requirements are hereby waived), and such assignments shall be deemed to be made with all applicable representations, warranties and covenants as if evidenced by an assignment agreement. On the Amendment Effective Date, the Lenders, including any Joining Lender, shall make full cash settlement with each other either directly or through the Administrative Agent, as the Administrative Agent may direct or approve, with respect to all assignments, reallocations and other changes in Commitments (as such

term is defined in the Fourth Amended Credit Agreement) such that after giving effect to such settlements each Lender's Applicable Percentage shall be as set forth on Schedule 2.01 attached to Exhibit B hereto. In connection therewith, and any prepayment, repayment or reallocation of Loans on the Amendment Effective Date as provided herein, the Borrowers shall pay any additional amounts required pursuant to Section 3.05 of the Credit Agreement (including as if any reallocations constituted prepayments and reborrowings).

6. Singapore Term Loan Prepayment. Simultaneously with the Amendment Effective Date, the WFS Singapore shall prepay the outstanding Singapore Term Loans in an amount equal to \$590,000.00, which amount shall be applied entirely to the outstanding Singapore Term Loans. Each Lender party hereto hereby consents to the application of the prepayment of such Singapore Term Loans so that after giving effect to such prepayment, the Applicable Percentage of each Lender for each Facility shall be as set forth on Schedule 2.01 attached to Exhibit B hereto.

7. Effectiveness; Conditions Precedent. The effectiveness of this Amendment and the amendments to the Fourth Amended Credit Agreement herein provided are subject to the satisfaction of the following conditions precedent:

(a) the Administrative Agent shall have received each of the following documents or instruments in form and substance reasonably acceptable to the Administrative Agent:

(i) counterparts of this Amendment, duly executed by each Borrower, each Guarantor, the Administrative Agent, each Lender under the Credit Agreement prior to giving effect to this Amendment that will continue as a Lender under the Credit Agreement after giving effect to this Amendment, and each Joining Lender;

(ii) Domestic Term Loan Notes executed by WFS and Revolving Notes executed by WFS, World Fuel Services Europe, Ltd. and World Fuel Singapore in favor of each Joining Lender that has requested a Domestic Term Loan Note and a Revolving Note;

(iii) such certificates of resolutions or other action, evidencing the authority and capacity (and if requested by the Administrative Agent, identity) of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Amendment and the other Loan Documents to which such Loan Party is a party or is to be a party and good standing certificates (if applicable) of each Borrower and each Guarantor from its jurisdiction of organization;

(iv) favorable opinions of counsel to the Borrowers, in each case addressed to the Lenders, as to such matters as the Administrative Agent or the Singapore Agent may reasonably request; and

(v) a certificate signed by a Responsible Officer of WFS which shall include a list of the Guarantors and the Unrestricted Subsidiaries, if any, as of the

Amendment No. 2 Effective Date and the aggregate book value of assets (including Equity Interests but excluding Investments that are eliminated in consolidation) represented by each such Guarantor and Unrestricted Subsidiary, as applicable, on an individual basis as of September 30, 2016 demonstrating compliance with the 70% Guaranty Threshold;

(b) an upfront fee shall have been received for the account of each Lender, including any Joining Lender, party hereto, paid to the Administrative Agent for the account of such Lender, in accordance with that certain Joint Fee Letter dated as of October 12, 2016 (the "**Joint Fee Letter**") among WFS, Bank of America, Merrill Lynch, Pierce, Fenner & Smith Incorporated, HSBC Bank USA, National Association, Wells Fargo Bank, National Association and Wells Fargo Securities, LLC;

(c) an amendment fee shall have been received for the account of each Existing Lender party hereto, paid to the Administrative Agent for the account of such Existing Lender, in accordance with the Joint Fee Letter; and

(d) all other fees and expenses payable to the Administrative Agent (unless waived by the Administrative Agent), the Joint Lead Arrangers, the Singapore Agent and the Lenders (including all fees owing pursuant to any Fee Letter and the reasonable fees and expenses of counsel to the Administrative Agent to the extent invoiced prior to the date hereof) shall have been paid in full (without prejudice to final settling of accounts for such fees and expenses).

8. Consent and Confirmation of the Guarantors. Each of the Guarantors hereby consents, acknowledges and agrees to the amendments set forth herein and hereby confirms and ratifies in all respects the Collateral Documents to which such Guarantor is a party and the Guaranty (including without limitation the continuation of each such Guarantor's payment and performance obligations thereunder upon and after the effectiveness of this Amendment and the amendments contemplated hereby) and the enforceability of such Collateral Documents and the Guaranty against such Guarantor in accordance with their respective terms and the inclusion of all principal, interest and fees in respect of the 2016 Domestic Term Loan Facility as "Obligations" under the Credit Agreement.

9. Representations and Warranties. In order to induce the Administrative Agent and the Lenders to enter into this Amendment, the Borrowers represent and warrant to the Administrative Agent and the Lenders as follows:

(a) The representations and warranties contained in Article V of the Credit Agreement and in the other Loan Documents are true and correct on and as of the date hereof, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct as of such earlier date;

(b) The Persons appearing as Guarantors on the signature pages to this Amendment constitute all Persons who are required to be Guarantors pursuant to the terms of the Credit Agreement and the other Loan Documents, including without limitation all



Persons who became Material Subsidiaries or were otherwise required to become Guarantors after the Closing Date, and each of such Persons has become and remains a party to the Guaranty as a Guarantor;

(c) This Amendment has been duly authorized, executed and delivered by the Borrowers and the Guarantors party hereto and constitutes a legal, valid and binding obligation of such parties, except as may be limited by general principles of equity or by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditors' rights generally; and

(d) No Default or Event of Default has occurred and is continuing.

10. Entire Agreement. This Amendment, together with the Loan Documents (collectively, the "Relevant Documents"), sets forth the entire understanding and agreement of the parties hereto in relation to the subject matter hereof and supersedes any prior negotiations and agreements among the parties relating to such subject matter. No promise, condition, representation or warranty, express or implied, not set forth in the Relevant Documents shall bind any party hereto, and no such party has relied on any such promise, condition, representation or warranty. Each of the parties hereto acknowledges that, except as otherwise expressly stated in the Relevant Documents, no representations, warranties or commitments, express or implied, have been made by any party to the other in relation to the subject matter hereof or thereof. None of the terms or conditions of this Amendment may be changed, modified, waived or canceled orally or otherwise, except in writing and in accordance with Section 10.01 of the Credit Agreement.

11. Full Force and Effect of Amendment. Except as hereby specifically amended, modified or supplemented, the Credit Agreement and all other Loan Documents are hereby confirmed and ratified in all respects and shall be and remain in full force and effect according to their respective terms.

12. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Amendment by telecopy, facsimile or other electronic transmission (including .pdf) shall be effective as delivery of a manually executed counterpart of this Amendment.

13. Governing Law. This Amendment shall in all respects be governed by, and construed in accordance with, the laws of the State of New York.

14. Enforceability. Should any one or more of the provisions of this Amendment be determined to be illegal or unenforceable as to one or more of the parties hereto, all other provisions nevertheless shall remain effective and binding on the parties hereto.

15. References. All references in any of the Loan Documents to the “Credit Agreement” shall mean the Credit Agreement, as amended hereby.

16. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of Borrowers, the Administrative Agent, the Guarantors, the Lenders (including the Joining Lenders) and their respective successors and assignees to the extent such assignees are permitted assignees as provided in Section 10.06 of the Credit Agreement.

**[Signature pages follow.]**

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be made, executed and delivered by their duly authorized officers as of the day and year first above written.

**BORROWERS:**

**WORLD FUEL SERVICES CORPORATION**

By: /s/ Adrienne B. Bolan  
Name: Adrienne B. Bolan  
Title: Sr. Vice President and Treasurer

**WORLD FUEL SERVICES EUROPE, LTD.**

By: /s/ Adrienne B. Bolan  
Name: Adrienne B. Bolan  
Title: Director

**WORLD FUEL SERVICES (SINGAPORE) PTE LTD**

By: /s/ Adrienne B. Bolan  
Name: Adrienne B. Bolan  
Title: Director

**GUARANTORS:**

**WORLD FUEL SERVICES CORPORATION**

By: /s/ Adrienne B. Bolan  
Name: Adrienne B. Bolan  
Title: Sr. Vice President and Treasurer

**WORLD FUEL SERVICES EUROPE, LTD.**

By: /s/ Adrienne B. Bolan  
Name: Adrienne B. Bolan  
Title: Director

**WORLD FUEL SERVICES (SINGAPORE) PTE LTD**

By: /s/ Adrienne B. Bolan  
Name: Adrienne B. Bolan  
Title: Director

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3. Reference Application, Section 8.e, Technical Fitness – Applicant failed to provide detailed professional resumes of its chief officers, to include detailed descriptions on all experience and activities including date ranges. Please provide the missing documentation

Response to Data Request 3, Section 8.e Technical Fitness

The professional resumes of each of the chief officers of World Fuel Services Corporation has been attached.

**Michael J. Kasbar**  
**Chairman and Chief Executive Officer**

Michael Kasbar is Chairman and Chief Executive Officer of World Fuel Services Corporation and a member of the company's Board of Directors.

Kasbar has served as Chief Executive Officer since 2012 and assumed the role of Chairman in 2014. Previously, he served as President and Chief Operating Officer, responsible for driving the company's aggressive acquisition strategy and quest for operational excellence.

He joined World Fuel Services in 1995 as Chief Executive Officer of World Fuel Services Americas, Inc., at the time the company's principal subsidiary engaged in the marine fuel services business. Prior to joining the company, Kasbar and his partner, Paul Stebbins, co-founded Trans-Tec Services, Inc., a global marine fuel services company acquired by World Fuel Services.

**Ira M. Birns**  
**Executive Vice President and Chief Financial Officer**

Ira Birns is executive vice president and chief financial officer of World Fuel Services Corporation.

Birns is responsible for the executive leadership of the company's financial organization including M&A planning and analysis, tax, treasury, controllership, internal audit and investor relations.

Prior to World Fuel, Birns served as vice president and treasurer and vice president of investor relations for Arrow Electronics, Inc., a global provider of products, services, and solutions to industrial and commercial users of electronic components and computer products.

He is also the past Chairman of the Board of the Association for Finance Professionals, a professional society that represents finance executives globally.

Birns holds a bachelor's degree in accounting from Hofstra University and is a certified public accountant as well as a certified treasury professional.

**John P. Rau**  
**Executive Vice President of Global Aviation and Marine**

John Rau is Executive Vice President of Global Aviation and Marine at World Fuel Services Corporation. He is responsible for the leadership of two of the company's primary fuel and energy segments. He previously served as Executive Vice President, Aviation.

Prior to joining World Fuel Services Corporation, Rau served as Managing Director at American Airlines, where his responsibilities included jet fuel procurement and management, transportation, and management of the supplier diversity program. He also served as a manager

at United Airlines, where he was responsible for the purchasing and hedging of jet fuel and managing United's jet fuel trading subsidiary.

Rau holds a bachelor's degree in Business Administration from the University of Kansas.

**Michael Crosby**  
**Executive Vice President of Global Land**

Michael Crosby is Executive Vice President of Global Land at World Fuel Services Corporation, responsible for leading the commercial fuel and energy business in North and South America.

Prior to joining World Fuel Services Corporation, Crosby served as Chief Operating Officer of Next Generation Energy Logistics, a private equity-backed fuel and lubricants distribution business. He has also served as President of Maxum Petroleum's industrial business and Chief Operating Officer at Irving Oil.

Crosby holds a bachelor's degree in Finance from Babson College and an MBA from Western New England College in Massachusetts.

**Carlos Velazquez**  
**Chief Accounting Officer and Senior Vice President, Finance**

Carlos Velazquez is Chief Accounting Officer and Senior Vice President, Finance for World Fuel Services Corporation. He previously served as Senior Vice President, Finance for the marine segment and Chief Financial Officer of the aviation segment.

Prior to World Fuel Services Corporation, Velazquez worked at Arthur Andersen. Velazquez earned a bachelor's degree in Accounting from Florida State University and a bachelor's degree in Animal Science from the University of Florida.

**R. Alexander Lake**  
**Executive Vice President, Chief Legal Officer and Corporate Secretary**

Alex Lake has served as our Executive Vice President, Chief Legal Officer and Corporate Secretary since March 2017.

Previously, he served as our Senior Vice President, General Counsel and Corporate Secretary since May 2010 and as our General Counsel and Corporate Secretary from January 2004 to May 2010.

Prior to joining the Company, Lake served as Assistant General Counsel of America Online Latin America, Inc., a leading interactive service provider in Latin America.

Prior to that, Lake served in private practice as a corporate attorney with the law firms of White & Case, Winston & Strawn and Curtis Mallet-Prevost, Colt & Mosle.

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4. Reference Application, Section 12, Notarized Proofs – Applicant failed to provide notarized proof of publication for the Erie Times-News, the provided copy is not legible. Please provide a notarized proof of publication for the Erie Times-News that is legible.
  
5. Reference Application, Section 12, Notarized Proofs – Applicant submitted incorrect proofs of publication for the Williamsport Sun-Gazette, the Philadelphia Daily News, the Harrisburg Patriot News, the Jonestown Tribune-Democrat, the Scranton Times, and the Pittsburgh Post-Gazette. The submitted proofs of publication reference the applicant as a “Marketer,” this is contrary to section 4.b where applicant indicated that it is seeking to be licensed as a “Supplier.” Applicant may either correct Section 4.b of the application by resubmitting it with the option for “Broker/Marketer” checked or provide the correct proofs of publication referencing the applicant as a “Supplier,” applicant may refer to Appendix F (publication language template) in the application.

Response to Data Requests 4 & 5, Section 12 Notarized Proofs

Notarized proofs for each of these newspapers are attached which correctly reference the applicant as a “Supplier”. Data Request 3, Technical Fitness Section 8.e



**PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
NOTICE**

*Application of World Fuel Services, Inc. For Approval To Offer, Render, or Furnish Natural Gas Services as a Supplier Engaged In The Business Of Supplying Natural Gas Supply Services, To The Public In The Commonwealth Of Pennsylvania.*

World Fuel Services, Inc. will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as a supplier of natural gas engaged in the business of providing natural gas services. World Fuel Services, Inc. proposes to sell natural gas and related services in the Columbia Gas of PA, Inc., Peoples Natural Gas - Equitable Division, UGI Central Penn, UGI Penn Natural, and Valley Energy, Inc. service territories under the provisions of the new Natural Gas Choice and Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of World Fuel Services, Inc. may be filed within 15 days of the date of this notice with the Secretary of the PUC, 400 North Street, Harrisburg, PA 17120. You should send copies of any protest to World Fuel Services, Inc.'s attorney at the address listed below.

By and through Counsel: Elizabeth Williams

**World Fuel Services, Inc.**  
9800 NW 41st Street, Miami, Florida 33178  
305-428-8000

EP-281953

**PROOF O.K. BY:** *[Signature]*  **O.K. WITH CORRECTIONS BY:** \_\_\_\_\_  
**PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE**

**EP-281953 (100%)**  
ADVERTISER: WORLD FUEL SERVICES      PROOF CREATED AT: 9/18/2017 1:58:38 AM  
SALES PERSON: EP25      NEXT RUN DATE: 09/19/17  
SIZE: 3.125X3.5      PROOF DUE: 09/18/17 11:59:55  
PUBLICATION: EP-ERIE TIMES-NEWS

The Scranton Times (Under act P.L. 877 No 160. July 9,1976)  
Commonwealth of Pennsylvania, County of Lackawanna

WORLD FUEL SERVICES  
MATTHEW FORAN  
9800 NW 41ST ST., STE 400 MIAMI FL 33178

Account # 624686  
Order # 82127238  
Ad Price: 246.60

LEGAL NOTICE PENNSYLVANIA

Gina Krushinski

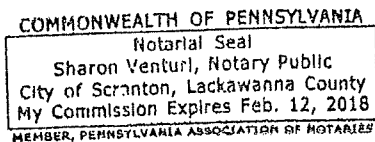
Being duly sworn according to law deposes and says that (s)he is Billing clerk for The Scranton Times, owner and publisher of The Scranton Times, a newspaper of general circulation, established in 1870, published in the city of Scranton, county and state aforesaid, and that the printed notice or publication hereto attached is exactly as printed in the regular editions of the said newspaper on the following dates:

09/16/2017

Affiant further deposes and says that neither the affiant nor The Scranton Times is interested in the subject matter of the aforesaid notice or advertisement and that all allegations in the foregoing statement as time, place and character or publication are true Gina Krushinski

Sworn and subscribed to before me  
this 18th day of September A.D., 2017

Sharon Venturi  
(Notary Public)



LEGAL NOTICE

PENNSYLVANIA PUBLIC  
UTILITY COMMISSION NOTICE

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The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of World Fuel Services, Inc. may be filed within 15 days of the date of this notice with the Secretary of the PUC, 400 North Street, Harrisburg, PA 17120. You should send copies of any protest to World Fuel Services, Inc.'s attorney at the address listed below.

By and through Counsel:  
Elizabeth Williams  
World Fuel Services, Inc.  
9800 NW 41<sup>st</sup> Street  
Miami, Florida 33178  
305-428-8000

**Proof of Publication of Notice in Pittsburgh Post-Gazette**

Under Act No 587, Approved May 16, 1929, PL 1784, as last amended by Act No 409 of September 29, 1951

Commonwealth of Pennsylvania, County of Allegheny, ss K. Flaherty, being duly sworn, deposes and says that the Pittsburgh Post-Gazette, a newspaper of general circulation published in the City of Pittsburgh, County and Commonwealth aforesaid, was established in 1993 by the merging of the Pittsburgh Post-Gazette and Sun-Telegraph and The Pittsburgh Press and the Pittsburgh Post-Gazette and Sun-Telegraph was established in 1960 and the Pittsburgh Post-Gazette was established in 1927 by the merging of the Pittsburgh Gazette established in 1786 and the Pittsburgh Post, established in 1842, since which date the said Pittsburgh Post-Gazette has been regularly issued in said County and that a copy of said printed notice or publication is attached hereto exactly as the same was printed and published in the regular editions and issues of the said Pittsburgh Post-Gazette a newspaper of general circulation on the following dates, viz:

**18 of September, 2017**

Affiant further deposes that he/she is an agent for the PG Publishing Company, a corporation and publisher of the Pittsburgh Post-Gazette, that, as such agent, affiant is duly authorized to verify the foregoing statement under oath, that affiant is not interested in the subject matter of the afore said notice or publication, and that all allegations in the foregoing statement as to time, place and character of publication are true.

K. Flaherty  
PG Publishing Company  
Sworn to and subscribed before me this day of:  
September 18, 2017

Linda M. Gaertner  
COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Linda M. Gaertner, Notary Public  
Findlay Twp., Allegheny County  
My Commission Expires Jan. 31, 2019  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

**STATEMENT OF ADVERTISING COSTS**  
World Fuel Services, Inc.  
9800 NW 41ST ST STE 400  
Attn: Matthew Foran  
MIAMI FL 33178-2980

To PG Publishing Company

Total ----- \$420.00

**Publisher's Receipt for Advertising Costs**

PG PUBLISHING COMPANY, publisher of the Pittsburgh Post-Gazette, a newspaper of general circulation, hereby acknowledges receipt of the aforesaid advertising and publication costs and certifies that the same have been fully paid.

Office  
2201 Sweeney Drive  
CLINTON, PA 15026  
Phone 412-263-1338

PG Publishing Company, a Corporation, Publisher of  
Pittsburgh Post-Gazette, a Newspaper of General Circulation

By Samuel J. Arbutina  
Samuel J. Arbutina

I hereby certify that the foregoing is the original Proof of Publication and receipt for the Advertising costs in the subject matter of said notice.

**COPY OF NOTICE OR PUBLICATION**

PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE  
Application of World Fuel Services, Inc. For Approval To Offer, Render, or Furnish Natural Gas Services as a Supplier Engaged in The Business Of Supplying Natural Gas Supply Services, To The Public in The Commonwealth Of Pennsylvania.  
World Fuel Services, Inc. will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as a supplier of natural gas engaged in the business of providing natural gas services. World Fuel Services, Inc. proposes to sell natural gas and related services in the Columbia Gas of PA, Inc., Peoples Natural Gas - Equitable Division, UGI Central Penn, UGI Penn Natural, and Valley Energy, Inc. service territories under the provisions of the new Natural Gas Choice and Competition Act.  
The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of World Fuel Services, Inc. may be filed within 15 days of the date of this notice with the Secretary of the PUC, 400 North Street, Harrisburg, PA 17120. You should send copies of any protest to World Fuel Services, Inc.'s attorney at the address listed below.  
By and through Counsel: Elizabeth Williams, World Fuel Services, Inc., 9800 NW 41st Street, Miami, Florida 33178, 305-428-8000

PROOF OF PUBLICATON OF NOTICE IN THE WILLIAMSPORT  
SUN-GAZETTE UNDER ACT NO. 587, APPROVED MAY 16, 1929

STATE OF PENNSYLVANIA

COUNTY OF LYCOMING

SS:

Bernard A. Oravec, Publisher of the Sun-Gazette LLC publishers of the Williamsport Sun-Gazette, successor to the Williamsport Sun and the Gazette & Bulletin, both daily newspapers of general circulation, published at 252 West Fourth Street, Williamsport, Pennsylvania, being duly sworn, deposes and says that the Williamsport sun was established in 1870 and the Gazette & Bulletin was established in 1801, since which dates said successor, the Williamsport Sun-Gazette, has been regularly issued and published in the County of Lycoming aforesaid, and that a copy of the printed notice is attached hereto exactly as the same was printed and published in the regular editions of said Williamsport Sun-Gazette on the following dates, viz:

September 18, 2017

Affiant further deposes that he is an officer daily authorized by the Sun-Gazette LLC, publisher of the Williamsport Sun-Gazette, to verify the foregoing statement under oath and declare that affiant is not interested in the subject matter of the aforesaid notice of publication, and that all the allegations in the foregoing statement as to time, place and character of publication are true.

**PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE**  
Application of World Fuel Services, Inc. For Approval To Offer, Render, or Furnish Natural Gas Services as a Supplier Engaged In The Business Of Supplying Natural Gas Supply Services, To The Public In The Commonwealth Of Pennsylvania.  
World Fuel Services, Inc. will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as a supplier of natural gas engaged in the business of providing natural gas services. World Fuel Services, Inc. proposes to sell natural gas and related services in the Columbia Gas of PA, Inc., Peoples Natural Gas Equitable Division, UGI Central Penn, UGI Penn Natural, and Valley Energy, Inc. service territories under the provisions of the new Natural Gas Choice and Competition Act

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of World Fuel Services, Inc. may be filed within 15 days of the date of this notice with the Secretary of the PUC, 400 North Street, Harrisburg, PA 17120. You should send copies of any protest to World Fuel Services, Inc.'s attorney at the address listed below.  
By and through Counsel: Elizabeth Williams World Fuel Services, Inc. 9800 NW 41st Street Miami, Florida 33178 305-428-8000

Bernard A. Oravec

SUN-GAZETTE LLC

Sworn to and subscribed before me

The 18<sup>th</sup> day of September 20 17

Beth A. Miller

COMMONWEALTH OF PENNSYLVANIA

Notary Public

**NOTARIAL SEAL**  
**BETH A MILLER**  
Notary Public  
CITY OF WILLIAMSPORT, LYCOMING COUNTY  
My Commission Expires Apr 18, 2020

STATEMENT OF ADVERTISING COSTS

To the Sun-Gazette LLC, Dr.:

For publishing the notice attached

Hereto on the above state dates .....\$ 239.68

Probated same.....\$

Total.....\$ 239.68

PUBLISHER'S RECEIPT FOR ADVERTISING COSTS

THE SUN-GAZETTE LLC hereby acknowledges receipt of the aforesaid advertising and publication costs and certifies that the same have been fully paid

SUN-GAZETTE LLC

BY Bernard A. Oravec

COMMONWEALTH OF PENNSYLVANIA }  
 County of Cambria } SS

**PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE**  
*Application of World Fuel Services, Inc. For Approval To Offer, Render, or Furnish Natural Gas Services as a Supplier Engaged In The Business Of Supplying Natural Gas Supply Services, To The Public In The Commonwealth Of Pennsylvania.*

World Fuel Services, Inc. will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as a supplier of natural gas engaged in the business of providing natural gas services. World Fuel Services, Inc. proposes to sell natural gas and related services in the Columbia Gas of PA, Inc., Peoples Natural Gas - Equitable Division, UGI Central Penn., UGI Penn Natural, and Valley Energy, Inc. service territories under the provisions of the new Natural Gas Choice and Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of World Fuel Services, Inc. may be filed within 15 days of the date of this notice with the Secretary of the PUC, 400 North Street, Harrisburg, PA 17120. You should send copies of any protest to World Fuel Services, Inc.'s attorney at the address listed below.

By and through Counsel: Elizabeth Williams  
 World Fuel Services, Inc.  
 9800 NW 41st Street,  
 Miami, Florida 33178  
 305-428-8000

publi  
 that  
 of Th  
 interested in the subject matter of said notice or advertising and that all of the allegations as to time, place and character of said publication are true.

On this 18th day of September A.D. 2017, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Christine Marhefka, who being duly sworn according to law, deposes and says as Sales Manager / Major Accounts of the Tribune-Democrat, Johnstown, PA, a newspaper of general circulation as defined by the "Newspaper Advertising Act", a merger September 8, 1952, of the Johnstown Tribune, established December 7, 1853; and of the Johnstown Democrat, established March 5, 1863, County of Cambria, and Commonwealth of Pennsylvania and above matter published in said publication in the regular issues 2, PA, on September 16, 2017; and that the Affiant is not interested in the subject matter of said notice or advertising and that all of the allegations as to time, place and character of said publication are true.

*Christine Marhefka*

**STATEMENT OF ADVERTISING COSTS**

Sworn and Subscribed before me this 18th day of September, 2017.

*Juan Ohs*

0.00 Lines @ \$2.50 per line	0.00
6 Inches @ \$25.00 per inch	150.00
Notary Fee	5.00
Clerical Fee	2.50
<b>Total Cost</b>	<b>157.50</b>

COMMONWEALTH OF PENNSYLVANIA  
 NOTARIAL SEAL  
 Vivian Ohs, Notary Public  
 City of Johnstown, Cambria County  
 My Commission Expires Dec. 6, 2020  
 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

To The Tribune-Democrat, Johnstown, PA  
 For publishing the notice or publication attached hereto on the above stated dates.

**PUBLISHER'S RECEIPT FOR ADVERTISING COSTS**

\_\_\_\_\_ for publisher of \_\_\_\_\_  
 a newspaper of general circulation, hereby acknowledges receipt of the aforesaid and publication costs and certifies that the same has been duly paid.

\_\_\_\_\_  
 (Name of Newspaper)

By \_\_\_\_\_

Proof of Publication in The Philadelphia Daily News  
Under Act. No 587, Approved May 16, 1929

STATE OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA

Helene Sweeney being duly sworn, deposes and says that **The Philadelphia Daily News** is a newspaper published daily, except Sunday, at Philadelphia, Pennsylvania, and was established in said city in 1925, since which date said newspaper has been regularly issued in said County, and that a copy of the printed notice of publication is attached hereto exactly as the same was printed and published in the regular editions and issues of the said newspaper on the following dates:

September 18, 2017

Affiant further deposes and says that she is an employee of the publisher of said newspaper and has been authorized to verify the foregoing statement and that she is not interested in the subject matter of the aforesaid notice of publication, and that all allegations in the foregoing statement as to time, place and character of publication are true.

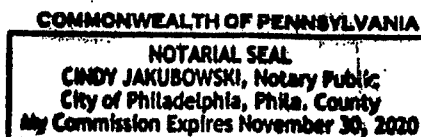


Sworn to and subscribed before me this 18th day of  
September, 2017.



Notary Public

My Commission Expires:



Copy of Notice of Publication

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
NOTICE  
Application of World Fuel Services, Inc. For Approval To Offer, Render, or Furnish Natural Gas Services as a Supplier Engaged in The Business Of Supplying Natural Gas Supply Services, To The Public in The Commonwealth Of Pennsylvania.  
World Fuel Services, Inc. will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as a supplier of natural gas engaged in the business of providing natural gas services. World Fuel Services, Inc. proposes to sell natural gas and related services in the Columbia Gas of PA, Inc., Peoples Natural Gas - Equitable Division, UGI Central Penn., UGI Penn Natural, and Valley Energy, Inc. service territories under the provisions of the new Natural Gas Choice and Competition Act. The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of World Fuel Services, Inc. may be filed within 15 days of the date of this notice with the Secretary of the PUC, 400 North Street, Harrisburg, PA 17120. You should send copies of any protest to World Fuel Services, Inc.'s attorney at the address listed below.  
By and through Counsel: Elizabeth Williams  
World Fuel Services, Inc.  
9800 NW 41st Street  
Miami, Florida 33178  
305-428-8000



## Order Confirmation

Ad Order Number 0008353524

**Customer**
**WORLD FUEL SERVICES**

Account: 1000816144  
 WORLD FUEL SERVICES  
 9800 NW 41ST ST STE 400  
 MIAMI FL 33178 USA  
 (305)351-4461

FAX:

MForan@wfsCorp.com

**Payor Customer**
**WORLD FUEL SERVICES**

Account: 1000816144  
 WORLD FUEL SERVICES  
 9800 NW 41ST ST STE 400  
 MIAMI FL 33178 USA  
 (305)351-4461

*PO Number*
*Sales Rep.* Marianna Aldridge

*Order Taker* Marianna Aldridge

*Order Source* Phone

*Special Pricing*

<i>Tear Sheets</i> 0	<i>Net Amount</i>	\$203.44
<i>Proofs</i> 0	<i>Tax Amount</i>	\$0.00
<i>Affidavits</i> 1	<i>Total Amount</i>	\$203.44
<i>Blind Box</i>	<i>Payment Method</i>	Credit Card
<i>Promo Type</i>	<i>Payment Amount</i>	\$203.44
<i>Materials</i>	<i>Amount Due</i>	\$0.00
<i>Invoice Text</i>		

### Ad Schedule

<i>Product</i> The Patriot News	<i>Placement/Class</i> Main Legals
<i># Inserts</i> 1	<i>POS/Sub-Class</i> Misc Legal Notices
<i>Cost</i> \$195.94	<i>AdNumber</i> 0008353524-01
<i>Ad Type</i> PA CLS Legal Liner	<i>Ad Size</i> 1 X 42 li
<i>Pick Up #</i> 0008287073	<i>Ad Attributes</i>
<i>External Ad #</i>	<i>Color</i> <NONE>
<i>Production Method</i> AdBooker	<i>Production Notes</i>
<i>Run Dates</i> 09/21/2017	<i>Sort Text</i> PENNS00PUBLICUTILITYCOMMISSIONNOTICEAPPLICATIONOFWORLDFUELSERVICESINCFORAPPROVALTOOFFE

<i>Product</i> PennLive.com	<i>Placement/Class</i> Main Legals
<i># Inserts</i> 1	<i>POS/Sub-Class</i> Misc Legal Notices
<i>Cost</i> \$2.50	<i>AdNumber</i> 0008353524-01
<i>Ad Type</i> PA CLS Legal Liner	<i>Ad Size</i> 1 X 42 li
<i>Pick Up #</i> 0008287073	<i>Ad Attributes</i>
<i>External Ad #</i>	<i>Color</i> <NONE>
<i>Production Method</i> AdBooker	<i>Production Notes</i>
<i>Run Dates</i> 09/21/2017	<i>Sort Text</i> PENNS00PUBLICUTILITYCOMMISSIONNOTICEAPPLICATIONOFWORLDFUELSERVICESINCFORAPPROVALTOOFFE

0008353524-01

Ad Content Proof

**PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
NOTICE**

Application of World Fuel Services, Inc. For Approval To Offer, Render, or Furnish Natural Gas Services as a Supplier Engaged In The Business Of Supplying Natural Gas Supply Services, To The Public In The Commonwealth Of Pennsylvania.

World Fuel Services, Inc. will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as a supplier of natural gas engaged in the business of providing natural gas services. World Fuel Services, Inc. proposes to sell natural gas and related services in the Columbia Gas of PA, Inc., Peoples Natural Gas – Equitable Division, UGI Central Penn, UGI Penn Natural, and Valley Energy, Inc. service territories under the provisions of the new Natural Gas Choice and Competition Act.

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By and through Counsel:  
Elizabeth Williams

**World Fuel Services, Inc.  
9800 NW 41st Street  
Miami, Florida 33178  
305-428-8000**



Docket No. A-2017-2622058  
World Fuel Services, Inc.  
Data Request

I, Matthew Foran, hereby state that the facts above set forth are true and correct to the best of my knowledge, information and belief, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

A handwritten signature in black ink, appearing to read "Matthew Foran". The signature is written in a cursive style with a large initial "M".

Matthew Foran  
Sr. Director, Regulatory Operations  
World Fuel Services Corp.  
October 2, 2017