ExxonMobil Fuels Marketing Company
3225 Gallows Road
Fairfax, VA 22037-0001

ExxonMobil
Aviation

November 17, 2008

JET FUEL SUPPLY TO DIESEL POWERED AIRCRAFT

Dear Valued Customer,

After an extensive technical review, ExxonMobil Aviation Global Technical Group has made the technical decision that ExxonMobil Aviation does not support or endorse the supply of jet fuel to aircraft powered by diesel engines.

Please find attached a document which details the technical reasons that ExxonMobil has taken this course of action. This document also contains an indemnity agreement that ExxonMobil requests that you sign and return to us for our files.

Your cooperation in signing the attached indemnity agreement is greatly appreciated and I request that you return the signed document to me by December 15, 2008.

Sincerely,

Martin Tippl
US General Aviation Operations Manager
3225 Gallows Road, 6D 2112
Fairfax, VA, 22037-0001

AGD-F-Q-002

ExxonMobil Aviation

SUBJECT: Use of Jet Fuel in Aircraft Powered by Diesel Engines

ExxonMobil Aviation does not support or endorse the supply of jet fuel to aircraft powered by diesel engines. The primary reasons for this are as follows:

- **Ignition Quality** - in automotive diesel fuel one of the key tests performed on every batch of fuel is the Cetane Number test. This is a measure of the ignition quality of the fuel in the combustion chamber. However this test is not performed on batches of jet fuel. The reason for this is that Cetane Number has no relevance to performance of jet fuel in aviation turbine engines.

  Just as a minimum octane is listed in the Type Certificate of every spark ignition (avgas) aircraft engine, the minimum cetane needs to be included in the Type Certificate of every diesel aircraft engine. Knowing the minimum cetane value allows the establishment of a restart envelope and the definition of engine start limitations. Again, these limitations cannot be established without knowing the cetane of the fuel.

  The fact that the minimum cetane required to establish airworthiness has not been determined, in combination with the fact that cetane is not measured as part of the jet fuel specification, means that ExxonMobil Aviation cannot guarantee the ignition performance of the jet fuel it supplies and cannot know if the aircraft will be airworthy after fuelling.

- **Freezing Point** - studies have shown that the fuel temperature in a piston powered aircraft is essentially the same as the outside air temperature. Unlike turbine powered aircraft, piston powered aircraft do not reach speeds that cause heating of the fuel in the wing due to friction caused by airflow.

  High performance pressurized piston powered aircraft essentially fly no higher than about 25,000 feet versus the 40,000 feet of turbine powered aircraft. At these lower altitudes, the outside air temperature rarely gets colder than about -55°C. This is the origin of the -58°C freezing point requirement for avgas used in spark ignition aircraft engines.

  Commercial jet fuels have maximum freezing point specifications between -40°C and -47°C. It is therefore possible that an aircraft powered by a diesel engine could reach altitudes where the fuel would begin to freeze in flight, particularly in colder climates where the ground temperature in the winter can be close to the jet fuel freezing point. Whilst the fuel may not freeze solid, other physical properties such as viscosity can change. This may have adverse effects on engine components such as fuel pumps and fuel injectors.
  ExxonMobil Aviation is not aware of any flight restrictions, pilot training or information in the Type Certificates or the Pilots Operating Handbooks to address this particular issue.

- **Lubricity** - diesel engines rely on the fuel to lubricate key components of the fuel injection system. With the advent of ultra low sulfur diesel fuels, which have lower inherent lubricity, production batches of automotive diesel fuel are now tested to determine their lubricity. However there is no such requirement in the jet fuel specifications to measure the lubricity of every batch of jet fuel.

  Whilst a worst case lubricity fuel is defined for the evaluation of fuel system components used in aviation turbine engines, ExxonMobil Aviation is not aware of lubricity requirements defined in the Type Certificates for diesel aircraft engines. The fuel pump and injectors of current certified diesel aircraft engines are the components most susceptible to fuel lubricity and, to ensure reliability and safety in flight, should be tested in the same fashion as jet engine components (i.e. worst case fuel used during endurance testing).
  Consequently ExxonMobil Aviation cannot guarantee that the lubricity performance of the jet fuel that it supplies will meet the requirements of aviation diesel engines.

The United States Federal Aviation Administration (FAA) is working with the aviation fuel industry to establish whether further actions are required on diesel engine certifications. Until such time as the FAA and the aviation fuel industry has a clearer idea of the full effects of these issues, the ExxonMobil Aviation position is that diesel powered aircraft should not be fuelled with jet fuel.

Customers that insist upon purchasing jet fuel for their diesel engine aircraft must sign the indemnity agreement on page 2 before fuelling can take place. **No fuelling of diesel engine aircraft with jet fuel may be performed without a valid indemnity agreement signed by the customer in place.**

AGD-F-Q-002

INDEMNITY AGREEMENT
relating to the supply of jet fuel to compression ignition (diesel) engine aircraft

THIS INDEMNITY AGREEMENT dated this ____ day of _____ 20____ and terminating the ____ day of _____ 20____ is made

BY AND BETWEEN

ExxonMobil Oil Corporation, a company incorporated under the laws of New York, whose office is at 3225 Gallows Road, Fairfax, Virginia **("ExxonMobil").**

AND [redacted] **(The Customer").**

WHEREAS:

The customer has read and understood the information on page 1 setting out ExxonMobil's strong opposition to the supply of jet fuel to aircraft powered by compression ignition (diesel) engines.

IT IS HEREBY AGREED AS FOLLOWS:

1. This Indemnity will come into effect each time ExxonMobil, and/or any one or more if its affiliated company(s), authorized distributors (branded or otherwise) provides, sells and/or delivers aviation jet fuel to the customer.
2. The customer agrees that it will not fuel, store, use, sell or supply (directly or indirectly through a third party) jet fuel received from ExxonMobil pursuant to that certain Aviation Dealer Products Sales Agreement between customer and ExxonMobil dated May 1, 2005 for or to aircraft powered by compression ignition (diesel) engines. The customer further undertakes to unconditionally indemnify and keep indemnified ExxonMobil and/or any one or more if its affiliated company(s), and its or their authorized distributors (branded or otherwise) from and against all losses, claims, damages and/or liabilities, including the cost of any settlement or judgment, court or procedural costs and all reasonable attorneys costs and the costs of experts arising out of any claim against ExxonMobil and/or any one or more if its affiliated company(s), authorized distributors (branded or otherwise) arising out of the fuelling, storage and/or usage of jet fuel in diesel engined aircraft(s) under the care, control and/or ownership directly, indirectly, expressly and/or otherwise of the customer.
3. This Indemnity Agreement shall be governed by the laws of The Commonwealth of Virginia excluding its conflict of law rules, and the United Nations Convention on the International Sale of Goods Act shall not apply. For purposes of the resolution of disputes under this Agreement, each party expressly submits itself to the non-exclusive jurisdiction of the courts of England.
4. The customer duly warrants and undertakes that the signatory(s) of this Agreement is duly empowered to bind the customer.
5. This Indemnity Agreement is supplemental to and shall in no way derogate from the terms of any existing supply agreement/arrangement whether for a term or otherwise including but not limited to the terms and conditions of ExxonMobil's Airworld or other fuel cards, if any.

AS WITNESS WHEREOF the hand of the Customer hereto the day and year first before written.

For and behalf of: [redacted] **FUELS, INC.**

Signed by: _____

Print name: _____

Title: _____