Contract#: 1301031
Amendment#: 3
Vendor#: 121867

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

THIRD AMENDMENT TO THE AGREEMENT TO PROVIDE OIL, LUBRICANTS, FLUIDS, AND COOLANTS

THIS THIRD AMENDMENT TO THE AGREEMENT TO PROVIDE OIL, LUBRICANTS, FLUIDS, AND COOLANTS (this "Third Amendment") is made and entered into this 22nd of April, 2017, by and between Isgett Distributors, Inc., a North Carolina corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

A. The City of Charlotte and the Company entered into an Agreement for Oil, Lubricants, Fluids, and Coolants dated April 22, 2013 (the "Contract") pursuant to which the Company agreed to provide Oil, Lubricants, Fluids, and Coolants for the City of Charlotte.

B. The parties amended the Contract to extend the Term of the Contract for one additional one-year term to expire on April 21, 2016 and incorporate the E-Verify Certification.

C. The parties amended the Contract to extend the Term of the Contract for one additional one-year term to expire on April 21, 2017 and incorporate the Iran Divestment Act.

D. The parties now desire to amend the Contract to extend the Term of the Contract by the third of three (3) one-year renewal terms and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

1. The terms of the Contract are restated by and incorporated into this Third Amendment by reference.
2. Defined terms used in this Third Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. This Third Amendment extends the Term of the Contract by the third of three (3) one-year renewal terms to expire on April 21, 2018.
4. Section 18 of the Contract ("Miscellaneous") is hereby appended as follows:

   18.14 PRE-AUDIT.
   No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City's execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate.

5. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
6. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

Contract#: 1301031
Amendment#: 3
Vendor#: 121867

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Third Amendment to be executed as of the date first written above.

ISGETT DISTRIBUTORS, INC.

BY: _____
(signature)

PRINT NAME: Stephen Isgett

TITLE: President

DATE: 4-20-2017

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: _____
(signature)

PRINT NAME: Randy Harrington

TITLE: CFO

DATE: 4/28/17

CITY OF CHARLOTTE:
INSURANCE AND RISK MANAGEMENT

BY: _____
(signature)

PRINT NAME: Christee Gibson

TITLE: Ins Mgr

DATE: 4/26/17

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/25/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
FEDERATED MUTUAL INSURANCE COMPANY
HOME OFFICE: P.O. BOX 328
OWATONNA, MN 55060

CONTACT NAME: CLIENT CONTACT CENTER
PHONE (A/C, No, Ext): 888-333-4949
FAX (A/C, No): 507-446-4664
E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	13935
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED 145-201-0
ISGETT DISTRIBUTORS INC
51 HIGHLAND CENTER BLVD
ASHEVILLE, NC 28806

COVERAGES **CERTIFICATE NUMBER: 53** **REVISION NUMBER: 2**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	N	9418490	03/01/2017	03/01/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 EXCLUDED $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	Y	N	9418490	03/01/2017	03/01/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION	N	N	9418491	03/01/2017	03/01/2018	EACH OCCURRENCE AGGREGATE	$2,000,000 $2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	9418492	03/01/2017	03/01/2018	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L DISEASE - POLICY LIMIT	 $500,000 $500,000 $500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
SEE ATTACHED PAGE

CERTIFICATE HOLDER

145-201-0 53 2
CITY OF CHARLOTTE
600 E 4TH ST FL 9
CHARLOTTE, NC 28202-2816

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: 145-201-0
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
FEDERATED MUTUAL INSURANCE COMPANY		ISGETT DISTRIBUTORS INC 51 HIGHLAND CENTER BLVD ASHEVILLE, NC 28806
POLICY NUMBER SEE CERTIFICATE # 53.2		
CARRIER SEE CERTIFICATE # 53.2	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 53.2

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

COMPLETE CERTIFICATEHOLDER:
CITY OF CHARLOTTE
MANAGEMENT & FINANCIAL SERVICES
FINANCE OFFICE - PROCUREMENT MANAGEMENT
600 E 4TH ST CMGC 9TH FLOOR
CHARLOTTE NC 28202

CONTRACT NUMBER 1301031
CITY OF CHARLOTTE IS ADDITIONAL INSURED WITH REGARD TO GENERAL LIABILITY AND AUTOMOBILE LIABILITY.

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Packaged Internal Copy - fonts and format may vary from original

FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

INSURED:
ISGETT DISTRIBUTORS INC
51 HIGHLAND CENTER BLVD
ASHEVILLE NC 28806

1. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include the Additional Insured specified below but only with respect to liability arising out of your operations or premises owned by or rented to you.
2. The insurance does not apply to "bodily injury" or "property damage" liability arising out of the sole negligence of the Additional Insured named below.
3. We agree to notify the Additional Insured named below at the address stated below of any cancellation of, or material change to, this policy.

   Relationship of the Additional Insured to the Insured:

   ANY COVERAGE PROVIDED BY THIS ENDORSEMENTS APPLIES ONLY TO THE DELIVERY OF FUEL TO THE CITY OF CHARLOTTE BY THE NAMED INSURED.

Additional Insured Name and Address:

CITY OF CHARLOTTE
600 E 4TH ST FL 9
CHARLOTTE NC 28202

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

Formatted Internal Copy - fonts and format may vary from original

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Person(s) Or Organization(s):	DESCRIPTION OF INTEREST IF APPLICABLE:
CITY OF CHARLOTTE 600 E 4TH ST FL 9 CHARLOTTE NC 28202	ANY COVERAGE PROVIDED BY THIS ENDORSEMENTS APPLIES ONLY TO THE DELIVERY OF FUEL TO THE CITY OF CHARLOTTE BY THE NAMED INSURED.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

ISGETT DISTRIBUTORS INC
51 HIGHLAND CENTER BLVD
ASHEVILLE NC 28806

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012