

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

**FORM 8-K**

**CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(d) OF  
THE SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): **April 11, 2014**

**WORLD FUEL SERVICES CORPORATION**

(Exact name of registrant as specified in its charter)

**Florida**  
(State or other jurisdiction of  
incorporation)

**1-9533**  
(Commission File  
Number)

**59-2459427**  
(I.R.S. Employer  
Identification No.)

**9800 N.W. 41<sup>st</sup> Street, Suite 400**  
**Miami**  
(Address of principal executive offices)

**33178**  
(Zip Code)

Registrant's telephone number, including area code: **(305) 428-8000**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**Item 5.02. Departures of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On April 11, 2014, World Fuel Services Corporation (the "Company") announced that, assuming their re-election to the Board of Directors (the "Board") at the 2014 annual meeting of shareholders (the "2014 Annual Meeting"), Paul H. Stebbins will step down as Executive Chairman of the Board immediately after the 2014 Annual Meeting (the "Effective Time") and the Board will appoint Michael J. Kasbar to the position of Chairman of the Board in addition to his role as President and Chief Executive Officer of the Company. Mr. Stebbins will continue to serve as a member of the Board and, commencing on January 1, 2015, will serve as a non-employee director following his retirement as an employee of the Company.

In connection with this transition, on April 11, 2014, the Company and Mr. Stebbins amended the employment agreement between the Company and Mr. Stebbins, dated as of March 14, 2008, as previously amended, in order to reflect (i) the non-renewal of the employment agreement after the expiration date of the current term on January 1, 2015, and (ii) the change in Mr. Stebbins' title as a result of his stepping down as Executive Chairman of the Board, effective as of the Effective Time.

In addition, on April 11, 2014, the Company and Mr. Kasbar amended the employment agreement between the Company and Mr. Kasbar, dated as of March 14, 2008, as previously amended, in order to change his title to Chairman, President and Chief Executive Officer of the Company, effective as of the Effective Time.

The description of the amendments to Messrs. Stebbins' and Kasbar's employment agreements is qualified in its entirety by the full text of such amendments, which are attached hereto as Exhibits 10.1 and 10.2, respectively, and incorporated herein by reference.

**Item 7.01. Regulation FD Disclosure**

On April 11, 2014, the Company issued a press release announcing that, effective as of the Effective Time, (i) Paul H. Stebbins will step down as Executive Chairman of the Board and (ii) Michael J. Kasbar will assume the position of Chairman of the Board in addition to his role as President and Chief Executive Officer of the Company. A copy of the press release is attached hereto as Exhibit 99.1 and incorporated herein by reference.

This information and the information contained in Exhibit 99.1 shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as may be expressly set forth by specific reference in any such filing.

2

---

**Item 9.01. Financial Statements and Exhibits**

(c) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment No. 2, dated April 11, 2014, to Agreement between World Fuel Services Corporation and Paul H. Stebbins.
10.2	Amendment No. 3, dated April 11, 2014, to Agreement between World Fuel Services Corporation and Michael J. Kasbar.
99.1	Press Release, dated April 11, 2014.

3

---

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: April 11, 2014

**World Fuel Services Corporation**

/s/ R. Alexander Lake

R. Alexander Lake

Senior Vice President, General Counsel and Corporate Secretary

4

---

**EXHIBIT INDEX**

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment No. 2, dated April 11, 2014, to Agreement between World Fuel Services Corporation and Paul H. Stebbins.
10.2	Amendment No. 3, dated April 11, 2014, to Agreement between World Fuel Services Corporation and Michael J. Kasbar.
99.1	Press Release, dated April 11, 2014.

5

---

[Letterhead of World Fuel Services]

April 11, 2014

Re: Amendment No. 2 to Employment Agreement

Dear Mr. Stebbins,

This letter amends the terms of the Agreement by and between you and World Fuel Services Corporation (the "Company"), dated March 14, 2008, as it may be amended from time to time (the "Employment Agreement"). All capitalized terms used in this amendment but not otherwise defined herein will have the same meaning as defined in the Employment Agreement.

You and the Company desire to amend the Employment Agreement to, among other things, reflect (a) the non-renewal of the Employment Term after the Expiration Date, and (b) the change in your title, duties and responsibilities as set forth below. Accordingly, in accordance with Section 14(a) of the Employment Agreement, the parties hereby agree to amend the terms of the Employment Agreement as set forth in this amendment. This amendment will become effective immediately upon execution by both parties.

Notwithstanding anything to the contrary set forth in the Employment Agreement or any other agreement that relates to your employment:

1. **Non-Renewal.** This letter constitutes notice by the Company of non-renewal of the Employment Term in accordance with Section 1 of the Employment Agreement. As a result, you and the Company hereby agree and acknowledge that the current Employment Term will expire on January 1, 2015, which is the current Expiration Date (subject to earlier termination as provided in Section 4 of the Employment Agreement).
2. **Employment.** You and the Company hereby agree that, effective immediately after the Company's annual meeting of shareholders to be held on May 29, 2014, you shall: (a) no longer serve as Executive Chairman or an officer of the Company, (b) continue to faithfully and diligently perform all services as may be assigned to you by the Board and (c) continue to report to the Board and exercise such power and authority as may from time to time be delegated to you by the Board.
3. **Good Reason.** For the avoidance of doubt, you hereby agree that the changes to your title, position, duties, authority, responsibilities, and status, in each case as a result of the change in your position shall not serve as the basis for you to terminate employment for Good Reason.
4. **Full Force and Effect.** Except as specifically set forth herein, this amendment shall not, by implication or otherwise, alter, amend or modify in any way any terms of the Employment Agreement, all of which shall continue in full force and effect.

5. **Governing Law/Jurisdiction.** The validity and effect of this amendment shall be governed by and construed and enforced in accordance with the laws of the State of Florida, without regard to any conflict-of-law rule or principle that would give effect to the laws of another jurisdiction. Any dispute, controversy, or question of interpretation arising under, out of, in connection with, or in relation to the Employment Agreement or any amendments thereof, or any breach or default hereunder, shall be submitted to, and determined and settled by, litigation in the state or federal courts in Miami-Dade County, Florida. Each of the parties hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in Miami-Dade County, Florida. Each party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any litigation in Miami-Dade County, Florida.

6. **Counterparts.** This amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

7. **Entire Agreement.** This amendment, together with the Employment Agreement, contains the entire agreement between you and the Company concerning the subject matter hereof and supersedes all prior agreements, understandings, discussions, negotiations and undertakings, whether written or oral, between you and the Company with respect hereto.

2

April 11, 2014

WORLD FUEL SERVICES CORPORATION

By: /s/ R. Alexander Lake

Name: R. Alexander Lake  
 Title: Senior Vice President, General Counsel and Corporate Secretary

ACCEPTED AND AGREED,

/s/ Paul H. Stebbins  
 Name: Paul H. Stebbins

3

[Letterhead of World Fuel Services]

April 11, 2014

Re: Amendment No. 3 to Employment Agreement

Dear Mr. Kasbar,

This letter amends the terms of the Agreement by and between you and World Fuel Services Corporation (the "Company"), dated March 14, 2008, as it may be amended from time to time (the "Employment Agreement"). All capitalized terms used in this amendment but not otherwise defined herein will have the same meaning as defined in the Employment Agreement.

You and the Company desire to amend the Employment Agreement to reflect the change in your title, duties and responsibilities as set forth below. Accordingly, in accordance with Section 14(a) of the Employment Agreement, the parties hereby agree to amend the terms of the Employment Agreement as set forth in this amendment. This amendment will become effective immediately upon execution by both parties.

Notwithstanding anything to the contrary set forth in the Employment Agreement or any other agreement that relates to your employment:

1. Employment. You and the Company hereby agree that, effective immediately after the Company's annual meeting of shareholders to be held on May 29, 2014, you will serve as Chairman of the Board in addition to your role as President and Chief Executive Officer of the Company.
2. Good Reason. For the avoidance of doubt, you hereby agree that the change to your title, position, duties, authority, responsibilities, and status, in each case as a result of the change in your position shall not serve as the basis for you to terminate employment for Good Reason.
3. Full Force and Effect. Except as specifically set forth herein, this amendment shall not, by implication or otherwise, alter, amend or modify in any way any terms of the Employment Agreement, all of which shall continue in full force and effect.
4. Governing Law/Jurisdiction. The validity and effect of this amendment shall be governed by and construed and enforced in accordance with the laws of the State of Florida, without regard to any conflict-of-law rule or principle that would give effect to the laws of another jurisdiction. Any dispute, controversy, or question of interpretation arising under, out of, in connection with, or in relation to the Employment Agreement or any amendments thereof, or any breach or default hereunder, shall be submitted to, and determined and settled by, litigation in the state or federal courts in Miami-Dade County, Florida. Each of the parties hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in Miami-Dade County, Florida. Each party hereby

---

irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any litigation in Miami-Dade County, Florida.

5. Counterparts. This amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.
6. Entire Agreement. This amendment, together with the Employment Agreement, contains the entire agreement between you and the Company concerning the subject matter hereof and supersedes all prior agreements, understandings, discussions, negotiations and undertakings, whether written or oral, between you and the Company with respect hereto.

2

April 11, 2014

WORLD FUEL SERVICES CORPORATION

By: /s/ R. Alexander Lake

Name: R. Alexander Lake  
 Title: Senior Vice President, General Counsel and Corporate Secretary

ACCEPTED AND AGREED,

/s/ Michael J. Kasbar  
 Name: Michael J. Kasbar

3



**WORLD FUEL SERVICES CORPORATION ANNOUNCES  
BOARD LEADERSHIP TRANSITION**

**MICHAEL J. KASBAR TO BE NAMED CHAIRMAN OF THE BOARD**

MIAMI, FL (April 11, 2014) World Fuel Services Corporation (NYSE:INT) announced today that Paul H. Stebbins will step down as executive chairman of the board of directors immediately after the 2014 annual meeting of shareholders and the board of directors will appoint Michael J. Kasbar to the position of chairman of the board of directors in addition to his role as president and chief executive officer of World Fuel Services Corporation. Mr. Stebbins will continue to serve as a member of the board of directors.

"I'd like to thank Paul for his many years of service and leadership," said Michael J. Kasbar, president and chief executive officer. "The company we built is in a great position for continued growth and I look forward to his thought partnership at a board level."

---

About World Fuel Services Corporation

Headquartered in Miami, Florida, World Fuel Services is a leading global fuel logistics company, principally engaged in the marketing, sale and distribution of aviation, marine and land fuel and related products and services on a worldwide basis. World Fuel Services sells fuel and delivers services to its clients at more than 8,000 locations in more than 200 countries and territories worldwide.

The company's global team of market makers provides deep domain expertise in all aspects of aviation, marine and land fuel management. Aviation customers include commercial airlines, cargo carriers, private aircraft and fixed base operators (FBOs), as well as the United States and foreign governments. World Fuel Services' marine customers include international container and tanker fleets, cruise lines and time-charter operators, as well as the United States and foreign governments. Land customers include petroleum distributors, retail petroleum operators, and industrial, commercial, and government accounts. The company also offers transaction management services which consist of card payment solutions and merchant processing services to customers in the aviation, marine and land transportation industries. For more information, call 305-428-8000 or visit [www.wfscorp.com](http://www.wfscorp.com).

Contact:

World Fuel Services Corporation  
Ira M. Birns  
Executive Vice President & Chief Financial Officer  
Tel.: (305) 428-8000

###

---