

Fuel First International, LLC – Terms and Conditions

1. **Acceptance.** These terms and conditions ("Terms") govern Buyer's purchase of fuel products and/or services (collectively, "Products") as specified on each invoice attachment. Buyer's acceptance of Products constitutes Buyer's final agreement to these Terms. These Terms apply as between Buyer and Seller (collectively, the "Parties") named on the front of this invoice and shall be conclusive barring a signed agreement between Buyer and Seller to the contrary.

2. **Product Supply Agreement.** Buyer's purchase of Products from Seller shall constitute Buyer's agreement to purchase Products from Seller on an indefinite basis at similar volumes and upon similar terms as those applicable to Products purchased during the preceding thirty (30) day period ("Purchase Commitment"). Buyer may only terminate the Purchase Commitment upon thirty (30) days prior written notice to Seller. In the event Buyer fails to comply with the Purchase Commitment, or fails to deliver the required notice of termination, Buyer shall be liable for the cost and margin related to Buyer's previous thirty (30) day period volumes and selling price, which will be paid immediately by Buyer upon receipt of invoice from Seller.

3. **Quality.** The relevant specifications for Jet fuel supplied hereunder are as follows: [ASTM D-1655 specifications as last revised]

4. **Title and Risk of Loss.** Unless specified to the contrary, title to and risk of loss with respect to all fuel supplied hereunder shall pass from Seller to Buyer as the fuel supplied passes the inlet coupling of the receiving aircraft.

5. **Credit/Payment Terms.** Payment is due on the date and terms specified on the front of this invoice. If Buyer's purchase of Products is contracted for by an agent, then such agent, as well as Buyer, shall be bound by and be fully liable for obligations of Buyer in the transaction, whether Buyer as a principal is disclosed or undisclosed. Buyer's outstanding balance shall never exceed Buyer's credit limit, as determined by Seller, unless Seller provides prior authorization for such overexposure. Availability under the credit limit shall be calculated by adding the total of the invoiced balance, plus the good faith estimate of the dollar amount of unbilled Products provided to Buyer, and subtracting same from the credit limit (assuming payment for all invoices are due within credit terms stated on the front of the invoice). All payments shall be made to the account details indicated on the front of this invoice in U.S. Dollars by Electronic Funds Transfer of immediately available funds. If payment is made via regular check, any such funds received will not be made available funds under the credit limit until five (5) business days (Fort Lauderdale, Florida) after receipt. If receipt of the check is after 2:00 p.m. E.S.T., the check will be deemed received the following business day. Seller reserves the right to modify Buyer's credit limit and/or credit terms made available to Buyer at any time without notice. Upon failure of Buyer to make any payment as herein provided, Seller deems itself insecure for any reason, or in the event Buyer's credit limit is exceeded or is not otherwise as agreed, Seller reserves the right in Seller's absolute discretion, in addition to any other rights or remedies available at law, in equity, or otherwise, to suspend further transactions for Products and to demand

immediate payment of all amounts owed and satisfaction of all obligations, including, without limitation, amounts owed under invoices not yet due. Seller reserves the right to apply Buyer's payments to any outstanding invoices or obligations of Buyer, as determined by Seller in Seller's absolute discretion, without regard to aging of the account or otherwise. Past due amounts shall accrue interest at a rate equal to the lesser of two percent (2%) per month, or the maximum rate permitted by applicable law. All amounts more than fifteen (15) days past due shall incur an additional administrative fee equal to five percent (5%) of the overdue invoice amounts. In the event of a bankruptcy proceeding by or against Buyer, Seller has the right, but not the obligation, to continue to provide Products and/or credit to Buyer, provided, Buyer furnishes an appropriate cure of any pre-petition obligations (either by an immediate cure or immediate adequate assurance that the Buyer will promptly cure) and, in addition thereto, Buyer furnishes Seller with adequate assurances, as determined by Seller in its sole discretion, of Buyer's ability to perform in the future. Absent such cure and/or adequate assurances, Seller is not required to continue providing Products to Buyer and in no event shall Seller be required to provide payment or credit terms more favorable than those that existed immediately prior to the bankruptcy proceeding.

6. **Price Adjustment.** Seller reserves the right to increase or decrease prices immediately upon notice to Buyer. Notwithstanding the foregoing, any price change effected by official government notification, including, without limitation, any price change effected by any governmental authority, regulatory body, governmental agency or the like, whether domestic or foreign, shall be effective from the official date of change as determined by such government notification, regardless of whether notice has been provided to Buyer.

7. **Duties, Taxes, Assessments & Fees.** All prices are quoted in U.S. Dollars and U.S. Gallons and exclude all duties, taxes, assessments, fees, and other charges, whether foreign or domestic, including, but not limited to, excise tax, VAT, GST, mineral oil tax, sales tax, use tax or any other tax, license fees, inspection fees, landing fees, airport fees, fees for the privilege of buying, selling or loading aviation fuel, or other charges imposed by any governmental authority or agency or regulatory body, or third party upon, or measured by the gross receipts from or volume sold of any commodity, or on the production, manufacturer, transportation, sale, use, delivery or other handling of such commodity, or any component thereof, or on any feature or service related thereto or of this invoice, existing at the time of any sale hereunder, and shall be added to the applicable price specified herein, and shall be paid by Buyer to Seller if such duty, tax, assessment, fee and/or other charge is required to be, or is paid by Seller. Failure to add such duty, tax, assessment, fee or other charge to any invoice shall not relieve Buyer from liability therefore. Buyer will present Seller with any required documentation, including, but not limited to, registrations, exemptions, certifications, claims, refunds, declarations or otherwise, in a form and format, and on or before whatever due date the Seller shall require, to satisfy the Seller's concerns in

connection with any duty, tax, assessment, fee and/or other charge. Further, Buyer shall indemnify and hold Seller harmless for any damages, claims,

liability or expense Seller might incur due to Buyer's failure to comply with this requirement. The Parties shall be responsible for their respective banking charges.

8. Force Majeure. Neither Party shall be liable for its failure to perform hereunder as a result of any contingency beyond its reasonable control, including but not limited to, acts of God, fires, floods, wars, sabotage, riots, terrorism, accidents, labor disputes or shortages, governmental laws, ordinances, rules and regulations, whether valid or invalid (including, but not limited to, priorities, requisitions, allocations, and price adjustment restrictions), inability to obtain product, equipment or transportation, and any other similar or different contingency. The Party whose performance is prevented by any such contingency shall have the right to omit during the period of such contingency, all or any portion of the quantity deliverable during such period, whereupon the total quantity deliverable under the invoice and these Terms shall be reduced by the quantity so omitted. If, due to any such occurrence, Seller is unable to supply the total demands for any Product specified in the invoice and these Terms, Seller shall have the right to allocate their available supply among their customers, departments and divisions in a fair and equitable manner. In no event shall Seller be obligated to purchase products or services from others in order to enable it to deliver Products to Buyer hereunder. Notwithstanding the foregoing, in no event shall an event of force majeure release Buyer from its obligation to pay, on a timely basis, for Products already delivered or performed by Seller upon the occurrence of such event.

9. Buyer Responsibilities. Buyer and Buyer's associates, affiliates, representatives, sub-contractors, directors, officers, employees, agents and volunteers (collectively, Buyer Associates") shall be responsible for operating all appropriate switches, valves, and fuel quantity indicators on Buyer's aircraft, but if all or part of this function is carried out by or on behalf of the Seller, whether requested or otherwise, Buyer shall indemnify Seller on the terms set forth below. Where local airport regulations permit fuelling or defuelling of aircraft while passengers are on board, such fuelling or defuelling may be undertaken by or on behalf of Seller. In such instances, Buyer hereby agrees to (i) provide an indemnity in respect of such activities on the terms set forth below, (ii) ensure that Buyer and all Buyer Associates comply with the provisions of local airport regulations relating to the operation, (iii) ensure that instructions regarding the safety of passengers are issued to and observed by all applicable Buyer Associates, (iv) ensure that all passengers embarking or disembarking the aircraft are safely moved under the supervision of competent personnel via a safe route away from such operations and are actually prevented from smoking or causing any other potential source of ignition and are prevented from lingering. Buyer agrees to indemnify and hold Seller and its associates, affiliates, subsidiaries, representatives, sub-contractors, directors, officers, employees, agents and volunteers (collectively, "Seller Associates") harmless against all claims, demands, proceedings, damages and liabilities for loss of or damage to any property whatsoever or for injury, including fatal injury or disease to any person whatsoever, and against all associated costs (including legal costs) and expenses that arise out of or are connected with actions or omissions in the performance by Seller or any Seller Associate of any or all of the activities described in this Paragraph 9 and this indemnity shall apply except to the extent that loss, damage, injury, disease or death are caused by the gross negligence or willful misconduct of Seller or any Seller Associate.

10. Disputes, Fees and Costs of Enforcement; Jurisdiction; Forum. In the event of any dispute, Seller's records shall be conclusive as to quantities and qualities delivered, services rendered, and to amounts owed. Any claim or complaint in respect of Products supplied by Seller to Buyer shall only be considered by Seller if notice in writing of such claim is received by Seller within 14 days of the date of the delivery in question. In the event Seller must enforce these Terms, Buyer shall be required to indemnify Seller for any and all costs associated with such enforcement, including, without limitation, reasonable attorney's fees. These Terms shall be considered as having been entered into in the State of Florida, United States of America ("Florida"), and shall be construed, interpreted, and enforced in accordance with the laws of Florida without reference to Florida's choice of law principles. In any action or proceeding arising out of or relating to or arising out of these Terms (an "Action"), the Parties hereby irrevocably submit to the non-exclusive jurisdiction of any federal or state court sitting in Fort Lauderdale, Florida, and further agree that any action may be heard and determined in such Florida federal or state court. The Parties irrevocably waive, to the fullest extent the Parties may effectively do so, the defense of an inconvenient forum to the maintenance of any Action in Fort Lauderdale, Florida.

11. Assignment; Modification; Cancellation. These Terms shall bind and inure to the benefit of the Parties hereto and the Parties' respective heirs, executors, legal representatives, successors and assigns. Notwithstanding the foregoing, these Terms shall not be assignable by Buyer without the express prior written consent of Seller, which consent may be withheld in the sole and absolute discretion of Seller. These Terms and all amounts due hereunder by Buyer to Seller may be assigned or pledged at any time by Seller, in Seller's sole discretion, without prior notice to, or consent of, Buyer. Subject to Paragraph 2 above, these Terms will remain in full force until modified or canceled by either Party upon (30) days' prior written notice. In the event Buyer notifies Seller of Buyer's intention to cancel, Seller reserves the right to demand immediate payment of all amounts due and owing and satisfaction of all obligations, including, without limitation, all invoices that have not yet matured.

12. [Separate Work Order. In the event Seller issues a separate work order for Products to be provided hereunder, these Terms will be deemed incorporated therein. Notwithstanding the foregoing, if an express conflict exists between the terms and conditions of the work order and these Terms, the terms and conditions of the work order shall govern and control the matter in conflict.

13. Entire Agreement. These Terms set forth the entire agreement between the Parties with respect to the Products indicated on the front of this invoice. No oral agreements or understandings exist or are contemplated that are not fully

expressed herein. No provision of these Terms is to be interpreted for or against any party because that party or that party's legal representative drafted such provision. No course of prior dealings between the Parties and no usage of trade shall be relevant or admissible to supplement, explain, interpret, or vary any of these Terms. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of these Terms, even though the accepting or acquiescing Party has knowledge of the nature of the performance and an opportunity to make objection. No representations, understandings, or agreements, whether oral or written or otherwise, have been made or relied upon in the making of this agreement other than those provided specifically herein. These Terms can only be modified upon mutual written agreement of the Parties or their duly authorized agents. If any provision of these Terms is invalid, illegal or otherwise unenforceable, by reason of law, administrative order, judicial decision, public policy, or otherwise, all other conditions and provisions contained herein nevertheless shall remain in full force.

14. Third Parties. The Parties do not intend that these Terms shall be enforceable by any person or entity whatsoever that is not a party hereto.

15. Headings and References. The headings used herein are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting these Terms. All references to the either the singular or to the plural should be read interchangeably as appropriate in the context of the Terms.

16. Waiver and Waiver of Immunities. No waiver of any of the provisions of these Terms shall be effective unless it is in writing and signed by the Party against whom it is asserted, and any such waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver of any breach. A failure or delay in exercising any right, power or privilege in respect of these Terms will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege. To the fullest extent permitted by applicable law, Buyer expressly and irrevocably waives, and agrees not to assert, a defense of immunity on the grounds of sovereign immunity or other similar grounds in any action or proceeding which may be commenced or asserted against Buyer or Buyer's revenues and/or assets in connection with a transaction under these Terms, whether in whole or in part or otherwise, which status would otherwise entitle Buyer to assert such a defense in any claim against it from: (a) suit; (b) jurisdiction of any court; (c) relief by way of injunction, order for specific performance or for recovery of property; (d) attachment of Buyer's revenues and/or assets (whether before or after judgment); and (e) execution or enforcement of any judgment to which Buyer or Buyer's revenues and/or assets might otherwise be subject in any proceedings in the courts of any jurisdiction.

17. Liens. As security for the payment of amounts due from Buyer to Seller, Buyer, either as owner of the aircraft or as duly authorized agent of owner, hereby grants Seller a lien on and a security interest in each aircraft (including all engines and equipment)(collectively, "Collateral") as to which Products have been provided and, in the event of default hereunder on the part of Buyer, Seller has the right, in addition to all other rights and remedies available under law, in equity or otherwise, to retain and/or repossess and sell, without court order, the Collateral at public or private sale, and Seller may be the purchaser at such sale for reasonable value. Buyer shall be responsible to pay all reasonable attorneys' fees and costs of repossession, insurance, storage and sale of the Collateral. In the event repossession occurs, Buyer shall sign and deliver to Seller documents of title to the Collateral (including a Bill of Sale and the existing Certificate of Registration). In the event of default, Seller shall be authorized to retain and/or repossess the Collateral without demand, and for this purpose to enter upon the premises where the Collateral is located and remove such Collateral. Seller shall, in addition, have all rights and remedies available under law, in equity or otherwise, by statute or otherwise, including the right to enforce any non-consensual or other lien arising by operation of law, by statute or otherwise.

18. DISCLAIMERS OF WARRANTIES AND LIABILITY. EXCEPT AS SPECIFICALLY PROVIDED IN PARAGRAPH 2, SELLER HAS NOT AND DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS. SELLER EXPRESSLY DISCLAIMS AND HEREBY WAIVES ALL WARRANTIES, GUARANTEES, OBLIGATIONS, LIABILITIES, RIGHTS AND REMEDIES WITH RESPECT TO ANY PRODUCTS, EXPRESS OR IMPLIED, ARISING BY LAW, IN EQUITY OR OTHERWISE. NEITHER SELLER NOR BUYER SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS OR THESE TERMS.

19. TRIAL BY JURY. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF THESE TERMS OR ANY TRANSACTIONS OR COURSE OF DEALING RELATING HERETO.

20. Confidentiality. These Terms, the information contained on the front of this invoice, and all other terms relating to the supply of Products by Seller to Buyer are confidential. Neither Buyer nor Seller shall disclose any such information to any person without the prior written consent of the other, except to such party's employees or agents who have a need to know. Any disclosure mandated by law shall not be considered a breach of this Paragraph. (al-9/04