

AVFUEL CONTRACT FUEL USER PROGRAM

GENERAL TERMS AND CONDITIONS

AVFUEL CORPORATION ("Avfuel") has established the Contract Fuel User Program (the "Contract Fuel Program") under which approved customers (the "Customers") are authorized to purchase aviation fuel and related products (the "Products") from Avfuel's authorized dealers (each a "CFD") at the dealer locations (each a "CFD Facility") listed in Avfuel's Contract Fuel Dealer Directory (the "Directory"). A CFD is an independent contractor authorized in writing by Avfuel, in accordance with authorization procedures established by Avfuel to deliver products for Avfuel's account to Customers under the Contract Fuel Program. In applying to participate in the Contract Fuel Program, the Customer agrees to pay to Avfuel for all Products supplied to the Customer under the Contract Fuel Program in accordance with these General Terms And Conditions (the "Terms & Conditions"). In accepting the application of a Customer for participation in the Contract Fuel Program, Avfuel agrees to authorize each CFD to deliver Products to all of the Customer's aircraft in accordance with these Terms and Conditions. Under the Contract Fuel Program, all Products delivered to a Customer by a CFD will be deemed sold by Avfuel to a Customer and will be at prices and terms independently established between Avfuel and the Customer with the charges for those Products paid by the Customer to Avfuel in accordance with these Terms and Conditions. By separate agreement Avfuel will reimburse each CFD for such Products.

Avfuel agrees to sell and each Customer agrees to purchase products under the Contract Fuel Program in accordance with the following Terms & Conditions:

1. PRICE AND PAYMENT:

1.1. Unless otherwise agreed in writing by Avfuel and the Customer (each a "Party" and both together the "Parties"), the price per gallon for Products delivered to Customer shall be as established by Avfuel from time to time in its discretion based upon market and other conditions that it deems pertinent based on the date and time that the CFD loads the Products into the Customer's aircraft. Prices shall be F.O.B. the CFD Facility and shall be exclusive of all taxes, fees, surcharges and other charges. Unless otherwise agreed in writing or otherwise required by the state law where the Products are delivered, the standard unit of measurement of quantities of Products purchased and delivered shall be the Net Gallon. The term "Net Gallon" shall mean the volumetric measurement, in U.S. gallons, of a Product actually loaded and measured at the point of shipment, adjusted to the number of U.S. gallons that would have been loaded at a temperature of sixty degrees Fahrenheit (60°F). The conversion ratio shall be from the current American Society for Testing and Materials ("ASTM") IP Petroleum Measurement Tables.

1.2. If Customer requests and Avfuel approves purchases on credit, then unless otherwise provided in Avfuel's approval, the credit terms applicable to the Customer's purchases under the Contract Fuel Program (the "Credit Terms") will be subject to a credit limit from time to time established by Avfuel in its approval and the purchase price for each delivery of Products will be payable in on a net fifteen (15) day basis. Avfuel reserves the right, in its discretion, by written notice to the Customer, to amend those Credit Terms at any time and from time to time as the purchase and payment record of the Customer and other circumstances warrant. If Customer does not request or Avfuel does not approve Credit Terms, then the payment will be required at the time of or prior to each purchase.

1.3. Credit Terms may not be used during any period in which the Customer is in default of these Terms & Conditions. In addition to the provisions of Section 9 of these Terms & Conditions, for the specific purposes of this Customer Payment/Credit Program, the Customer will be in default if (a) any amount charged to the Customer's account is not paid in accordance with the Credit Terms then applicable; (b) if and for so long as the Customer is in breach of any of its obligations under any Agreement with Avfuel or any of its subsidiaries; or (c) if Avfuel determines that there is any misrepresentation or breach of a warranty by the Customer under or with respect to any Agreement with Avfuel. Use of credit is limited to the amount specified in the then applicable Credit Terms. No purchase may be made which would cause the total amount owed under the Contract fuel Program exceeds that credit limit.

1.4. Upon termination of the Customer's participation under the Contract Fuel Program, Customer shall have no right to Credit Terms for new purchases, but all obligations incurred prior to the termination,

as well as all remedies provided for default or breach, shall survive. If Avfuel, intentionally or unintentionally, permits any purchases on credit after termination, then these Terms & Conditions shall pertain to those charges.

1.5. The charges for all deliveries of Products to the Customer and its affiliates under the Contract Fuel Program shall be charged as principal to Customer's account. Avfuel may, but shall not be obligated to, require Customer or Customer's authorized representative, as a condition of delivery or at any time, to give receipt for all deliveries in writing and to sign sales slips and other documents in Avfuel's opinion necessary to record or substantiate any or all transactions resulting in a charge to Customer's account.

1.6. Avfuel shall invoice Customer for all Products delivered to Customer or to Customer's affiliates. Invoices shall include the selling price of the Product delivered, taxes, duties, and any other charges as separate line items. Invoices are payable on or before that due date specified in the invoice. Unless otherwise determined by Avfuel in its discretion, all payments received will be applied by Avfuel (subject to collection of remittance if other than cash) first to interest, if any, accrued on Customer's account, then to the unpaid principal balance owed upon such account in direct calendar order of due date. Customer agrees to pay to Avfuel upon demand a fee of \$50.00 for each check, draft or other form of remittance that is not honored by the drawee upon due presentation by Avfuel or its agents. From time to time, Avfuel may send Customer a statement of Customer's account for Customer's information showing in summary, or in such detail as Avfuel may deem appropriate, current transactions Avfuel posted to Customer's account to date thereof, the amount of interest (if any) which has accrued, and the balance owing thereon; however, the failure of Avfuel to furnish any such statement shall not relieve Customer of the obligation to make payment against invoices when due in accordance with these Terms & Conditions. Customer agrees to review all statements promptly after receipt, and shall have fifteen (15) days from date of receipt to notify Avfuel in writing of any discrepancies. If no such notice is given, such statement shall be conclusively presumed correct.

1.7. In the event that the Customer does not pay in full any amount when due under the Contract Fuel Program by the due date under the then applicable Credit Terms, such unpaid amount of the shall bear interest from the due date until the date paid at the lower of 18% per annum or the highest rate which may lawfully be contracted for, charged and received according to applicable law for business purchases at the time of delivery. Notwithstanding anything in these Terms & Conditions to the contrary, Customer shall never be obligated to pay and Avfuel shall never be entitled to receive any interest upon any indebtedness incurred by Customer pursuant hereto in excess of the maximum contract rate of interest authorized by applicable law for business purposes, and it is expressly understood and agreed that if Avfuel shall render any charge for the payment of usurious interest, such charge shall be automatically and unconditionally reduced to the maximum non-usurious amount, and the excess, if paid, shall be applied as credit to Customer's account. If such application results in a credit balance in Customer's said account, such balance shall be refunded to Customer or applied to the next due amount in such account as Customer shall direct.

1.8. If, at any time, the financial responsibility of Customer becomes impaired or unsatisfactory to Avfuel, in the sole judgment of Avfuel, Avfuel, effective immediately upon delivery of Notice to Customer, may require the advance cash payment or other security satisfactory to Avfuel for any delivery of Products under the Contract Fuel Program may be withheld until such payment or security is received.

2. TAXES AND OTHER CHARGES:

2.1. Customer shall pay all taxes, assessments, fees and other charges (the "Taxes") which are imposed by any federal, state or local governmental agency or by any airport authority (collectively, the "Taxing Authorities") based upon the delivery, sale, importation, inspection, storage or use of the Products purchased by the Customer under the Contract Fuel Program, excepting Taxes which are imposed upon Avfuel or the CFD based upon its net income or revenues.

2.2. If the Taxing Authorities collect the Taxes directly from Customer, then Customer shall pay all such Taxes on or before their due dates. If the Taxing Authorities require that Avfuel collect the Taxes from

Customer at the time of sale, Avfuel will use its best efforts to include all such Taxes in its invoices to Customer and Customer shall pay all such invoices on or before their due dates. (In its invoices, Avfuel will identify those Taxes as separate items.) If Customer is entitled to an exemption from any Taxes which the Taxing Authorities require to be collected by Avfuel, then, in order to permit Avfuel not to collect those Taxes, Customer shall obtain and provide to Avfuel current and valid exemption certificates relating to those Taxes. If, subsequent to the issuance of any invoice, the Taxing Authorities or Avfuel advise Customer of additional Taxes payable with respect to the Products covered by that invoice, then Customer shall promptly pay such additional Taxes.

2.3. Customer acknowledges that it remains solely responsible for all such Taxes, and will indemnify Avfuel against any liability for such Taxes even if Avfuel fails for any reason to include any such Taxes in its invoices to Customer. However, Avfuel will indemnify Customer against any late charges, penalties or other charges that Customer incurs if Avfuel's failure to include any Taxes in its invoice is due to gross negligence or willful misconduct.

2.4. Customer's obligation to indemnify Avfuel shall extend to any Taxes which are assessable against Customer as a result of any subsequent change or reinterpretation of the laws relating to those Taxes or any exemptions from those Taxes and to any Taxes for which an exemption had been claimed but which are subsequently assessed by Taxing Authorities based upon its rejection of the claimed exemption for the Products or Customer.

3. DELIVERY:

3.1. Deliveries shall be made at the CFD Facilities identified in the Directory. The Customer acknowledges that the Directory will from time to time be revised by Avfuel to add or to delete available CFD Facilities. Avfuel will endeavor to promptly update the Customer regarding revisions to the Directory but the Customer will be responsible for confirming in advance the availability of any CFD Facility for delivery under the Contract Fuel Program

3.2. Delivery shall be into the Customer's aircraft. The CFD shall be responsible for all loading operations, including the placement of hoses into the Customer's aircraft. Customer shall specifically designate and gauge the available capacity of the tanks into which the Product shall be unloaded, and shall bear all responsibility of spillage or contamination of the Product after it leaves the end of any properly operating hose provided by the CFD. Access to Customer's aircraft shall be in such a manner as the CFD establishes for the CFD Facility and the CFD may refuse to complete any delivery which the CFD determines, in its sole discretion, cannot be made safely.

3.3. Any claim by Customer of any discrepancy in the quantity of the Product delivered shall be effective only if made by written notice delivered to Avfuel within twenty-four (24) hours after the Product is delivered to Customer. GIVEN THE NATURE OF THE PRODUCTS, TIME IS OF THE ESSENCE WITH RESPECT TO SUCH CLAIMS AND NO CLAIM SHALL BE PERMITTED OR EFFECTIVE UNLESS DELIVERED WITHIN THE SPECIFIED PERIOD.

4. **FORCE MAJEURE:** Except as provided below, neither Party shall be responsible for any failure to comply with these Terms & Conditions due to causes beyond its reasonable control for the period the effects of such causes continue. (a "Force Majeure Event"). A Force Majeure Event shall include but shall not be restricted to: fire, storm, flood, hurricane, earthquake, explosion, accident, acts of any local, state or federal authority or agency or of a public enemy, war, rebellion, insurrection, sabotage, epidemic, quarantine restrictions, labor disputes, transportation embargoes or delays, acts of God and unavailability of the Product. For these purposes, the term "unavailable" shall mean that Avfuel, for any reason whatsoever, including but not limited to government action, reduced or allocated fuel supplies, lack of transportation or the like, is unable to procure and deliver a specific Product on a commercially reasonable basis within the specific time requested by Customer. During a Force Majeure Event, Avfuel reserves the right to increase the prices for Products and other fees and costs charged to the Customer and may obtain Products from other supply sources. By accepting Products from Avfuel or its authorized dealers during a Force Majeure Event, the Customer agrees to pay such increased prices, fees and costs. Avfuel shall not be liable to the Customer for consequential or other damages if Avfuel is unable to supply Products

due to a Force Majeure Event. If and as applicable, Avfuel will comply with any governmental statute or regulation mandating the allocation of available supplies of Products. The provisions of this Section shall not apply to the failure of a Party to pay any monetary amounts when due under the Contract Fuel Program.

5. LIMITED WARRANTY:

5.1. Avfuel warrants that all Products delivered pursuant to the Contract Fuel Program will, at the time of delivery, conform to the then latest revision of following specifications: Aviation Gasoline will conform to the ASTM Specification D910; and Jet Fuel will conform to the ASTM Specification D1655. Avfuel retains the right to revise the applicable specifications upon written notice to Customer.

5.2. THE LIMITED WARRANTY STATED ABOVE IS THE ONLY WARRANTY GIVEN BY AVFUEL REGARDING THE PRODUCTS. AVFUEL DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

5.3. If it is determined that the Product does not conform to Avfuel's warranty, Avfuel's sole obligation shall be either (a) replacement of the non-conforming Product with conforming Product, or (b) removal of the non-conforming Product and cancellation of the invoice for that Product or refund of the amount paid for that Product, as determined by Avfuel. Avfuel will be reasonably prompt in its actions hereunder.

6. COMPLIANCE WITH LAWS:

6.1. Each Party shall, at all times and in all respects, comply with all federal, state, county or municipal laws, ordinances, rules and regulations governing its actions in the purchase, storage, handling, sale and use of the Products and all industry standards pertaining thereto, including those that may contain tetraethyl lead or lead alkyl. Further, each of the Parties agree to use its reasonable best efforts to assist the other Party in complying with such laws, ordinances, rules and regulations which the other Party may be required to observe in the performance of its obligations under this Contract Fuel Program.

6.2. Each Party shall properly instruct its employees, agents and contractors with regard to compliance with all applicable laws, ordinance, rules, regulations and standards governing the sale and distribution of the Products that are the subject of this Contract Fuel Program.

7. **INDEPENDENT STATUS:** Each Party shall at all times function as an independent contractor and not as a subcontractor, employee or other agent of the other Party. Neither Party shall have the authority to and shall not purport to make any commitments or representations on behalf of the other Party or otherwise to take any actions on behalf of the other Party. Each CFD shall at all times function as an independent contractor subcontracted by Avfuel to deliver Products to the Customer on the terms and subject to the conditions prescribed in these Terms & Conditions. No CFD shall have the authority to modify the terms of the Contract Fuel Program or otherwise to make any commitments or representations on behalf of Avfuel or to take any actions on behalf of Avfuel except as prescribed in these Terms & Conditions.

8. **RECIPROCAL INDEMNIFICATION:** Except as otherwise provided in these terms & Conditions, each Party (the "Indemnifying Party") agrees to indemnify and to hold harmless the other party and the officers, directors, employees, subcontractors and agents of the other party (the "Indemnified Parties") from and against any and all claims, demands, losses, liabilities, causes of action, costs or expenses (including attorney's fees) of whatsoever nature which are asserted against or incurred by any Indemnified Party as a result of the breach by the Indemnifying Party of its obligations under the Contract Fuel Program or as a result of any wrongful act or omission of the Indemnifying Party or of any officers, directors, employees or agents of the Indemnifying Party. Any amount payable by the Indemnifying Party under this Section 10 shall be due within ten (10) days after written demand and any such amount which is not paid when due shall bear interest from the due date to the date of payment at the rate of 18% per annum (or, if less, at the maximum rate of interest permitted under the laws of the State in which the Indemnifying Party has its principal place of business). Without limiting the above provisions, the obligation of the Indemnifying Party under this Section 8 shall include any reasonable attorney's fees or other costs incurred by the Indemnified Parties in enforcing the obligation of indemnity under this Section. Each party's obligation to indemnify shall survive the termination of the Customer's participation in the Contract Fuel Program and shall remain in full force and effect until the lapse of all applicable statutes of limitations or similar time periods within which an action for indemnity or contribution must be brought.

9. BREACH AND TERMINATION:

9.1. Failure of a Party to comply with the provisions of these Terms

& Conditions shall constitute a breach by the non-complying Party. Except as otherwise permitted under these Terms & Conditions, the non-breaching Party shall provide Notice of that breach to the breaching Party in the manner set forth in Section 13. The Notice shall specify the alleged breach and the period within which the breach must be cured which, except as provided in Section 9.2, shall be at least ten (10) business days. The Party receiving such Notice shall respond thereto in writing within three (3) business days. If the breach is not cured or the dispute resolved within the period specified in the Notice, the Party claiming breach, by further written Notice, at its election, may affirm the obligations of the breaching Party under the Contract Fuel Program and initiate appropriate legal actions to require the other Party to remedy that breach or may immediately terminate the participation of the Customer under the Contract Fuel Program. In either instance, the Party claiming the breach may by appropriate legal proceedings seek and secure recovery of any damages resulting from that breach.

9.2. The provisions of Section 9.1 to the contrary notwithstanding, if the breach is of the Customer's obligation to make a payment to Avfuel when due, then Avfuel may declare all amounts owed to it immediately due and payable, and Avfuel, in addition to all other rights hereunder, may suspend its performance or terminate the participation of the Customer under the Contract Fuel Program forthwith and without giving Customer Notice or the opportunity to cure. Avfuel shall also have the right to offset any amount that Avfuel then or thereafter owes to Customer, to any guarantor of the Customer's obligations under the Contract Fuel Program or to any affiliate entity that owns, is owned by or is under common ownership with the Customer against any amounts owed by Customer to Avfuel. Customer warrants that it is authorized to make this commitment with respect to amounts owed by Avfuel to such guarantors and affiliate entities. Pursuit of the foregoing shall not preclude pursuit of any other remedies provided by law, nor constitute a waiver of any amount due by Customer hereunder or of any damages accruing by reason of the breach of any of the terms or conditions contained herein.

9.3. The Party claiming a breach may waive that breach by giving Notice to the other party in the manner set forth in Section 13 below. The waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other term or condition. Any failure of either Party to enforce rights or seek remedies arising out of any breach by the other Party shall not prejudice or affect the rights and remedies of that Party in the event of any subsequent breach by the other Party.

9.4. Except as set forth in Section 9.2 above, any dispute that arises under the Contract Fuel Program, pursuant to Section 9.1 above or otherwise, shall be submitted to a senior officer or other person having the authority to negotiate the resolution of such disputes for each Party. Those persons shall attempt, in good faith, to resolve the dispute, and no action in law or equity shall lie until the process set forth herein shall have run its course. If the dispute involves the payment of money, all undisputed amounts shall be paid when due regardless of whether the undisputed amount is only part of an invoice.

9.5. The exercise of a Party's right to terminate the participation of the Customer under the Contract Fuel Program as aforesaid or to seek any other remedy shall not be deemed an election of remedies and shall be without prejudice to the Terminating Party's rights to seek any other remedy afforded to it by the Contract Fuel Program or by law or equity. In any action related to the enforcement or breach of the Contract Fuel Program, the prevailing Party shall have the right to recover its reasonable attorney's fees and costs actually incurred.

10. **OTHER PRODUCTS & SERVICES:** The Customer may by separate agreement purchase from a CFD products other than the aviation fuel supplied by Avfuel under the Contract Fuel Program and other services (the "Other Products & Services")

10.1 Any Other Products & Services will be deemed sold by the CFD to the Customer and will be at the CFD's normally established rates. Such Other Products & Services may include, without limitation, lubricants, spare parts, food and other amenities and flowage fees, tie-down services, into-wing services, catering services and similar services that expedite deliveries and facilitate arrangements for the Customer. No cash advances will be permitted as Other Products & Services. The CFD will supply all such Other Products & Services as an independent contractor to the Customer and not as an agent or a subcontractor of Avfuel.

10.2 Any fees for any Other Products & Services supplied by the CFD in the delivery of aviation fuel to the Customer, including, without limitation any flowage fees or into-wing fees, will be earned by the CFD only after it has completed delivery of the entire load of aviation fuel into the aircraft of the Customer and title to that aviation fuel has passed to the Customer.

10.3 All Other Products & Services that are supplied by a CFD to the Customer will be provided in accordance with procedures and quality standards that are commercially reasonable and that comply with all legal requirements in the jurisdiction where the Customer's facilities are located. The CFD will be solely liable if such Other Products & Services do not conform to such standards, procedures or requirements. The Customer expressly waives any claims against Avfuel or its employees based upon any defect or deficiency in any such Other Products & Services and agrees to seek recourse only against the CFD for such claims.

10.4 The charges for all Other Products & Services supplied by the CFD to the Customer will be payable solely to the CFD. The CFD will be responsible for collecting from the Customer and remitting to the Taxing Authorities any Taxes imposed on such charges by any local, state or federal Taxing Authority. The CFD may directly invoice and collect such charges from the Customer. Alternatively, if requested by the Customer and agreed by the CFD, the CFD may assign to Avfuel for collection the account receivable from the Customer for the Other Products & Services supplied by the CFD to the Customer (a "CFD Receivable"). If the CFD assigns a CFD Receivable to Avfuel, then Avfuel will issue a credit to the CFD's account for the amount of that CFD Receivable and Avfuel will thereafter invoice, collect and retain those charges from the Customer.

11. **TERM:** The term of the agreement between Avfuel and each Customer under the Contract Fuel Program will begin on the date that Avfuel accepts the application of the Customer for participation and will continue thereafter until one Party delivers a Notice to the other Party of its intent to terminate at least thirty (30) days prior to the effective date of termination.

12. **ASSIGNMENT:** Customer shall not assign its rights or delegate its obligations under the Contract Fuel Program, in whole or in part, unless with the prior written consent of Avfuel, which consent will not be unreasonably withheld. Any transfer of a controlling interest in Customer shall be deemed an assignment requiring the consent of Avfuel.

13. **NOTICES:** All notices permitted or required under the Contract Fuel Program shall be in writing. Notices by facsimile shall be deemed "delivered" on the date of confirmed transmission, without error, to the fax number designated in the Summary. Notices by mail shall be deemed delivered three (3) business days following the date deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed to the Party at the address of the principal office. Notices sent by overnight courier shall be effective on the next business day following deposit with the overnight courier for overnight delivery with the delivery fee prepaid, addressed to the Party at the address of the principal office, and with instructions to obtain the signature of the addressee.

14. **GOVERNING LAW/EXCLUSIVE JURISDICTION:** The Contract Fuel Program, and the agreement between Avfuel and each Customer thereunder, is being made under and shall be interpreted in accordance with in the State of Michigan. The exclusive jurisdiction and venue for any litigation to interpret or to enforce any provision of the Contract Fuel Program shall lie with the State and Federal Courts located in Washtenaw County, Michigan and each Party hereby submits to the exclusive jurisdiction of those Courts.

15. **SEVERABILITY:** In the event that any court of competent jurisdiction shall determine that any provision of these terms & Conditions shall be unenforceable, then that provision shall be deemed to be null and void and the remaining provisions hereof shall remain in full force and effect.

16. **ENTIRE AGREEMENT TERMS:** These Terms & Conditions, together with any other terms stated in any document signed by Avfuel and the Customer, set forth the entire agreement between Avfuel and Customer with respect to the Customer's participation in the Contract Fuel Program and there are no other terms or conditions, oral or written, express or implied, relating to or otherwise affecting such participation.