

AVTRIP PROGRAM GUIDELINES

(Effective February 4, 2020)

The AVFUEL® refueling rewards program (the “AVTRIP® Program”) is a frequent fueling program offered exclusively by AVFUEL CORPORATION (“Avfuel”) to enrolled individuals or a company (each a “Participant”).

When a participant opens an AVTRIP Account, the participant agrees that, if he/she is acting on behalf of a company, the participant has the authorization necessary to open the Account and redeem Rewards. The participant agrees to use any such company Account for business purposes only. Avfuel has no obligation to allocate, transfer or otherwise account to a company Account holder for Points earned by an individual Account holder while performing company business or for Rewards redeemed by an Account holder. Disputes between individuals and their respective employers shall be resolved between such parties without our participation. Although we have no obligation to do so, we reserve the right, in our sole discretion, to terminate any company account opened in the name of an individual or transfer any such points to the company at any time without notice.

An account is established for each Participant (an “AVTRIP Account”); points are awarded to that Participant's AVTRIP Account (“AVTRIP Points”) based on the Participant's purchases at locations that participate in the AVTRIP Program. Additionally, any AVTRIP Points in the AVTRIP Account are compounded quarterly at an annual rate (the “Acceleration Rate”) based on the tier level (an “AVTRIP Tier”) that the Participant achieved as of the end of the previous calendar year resulting in additional “Accelerator Points”. As of the last day of each calendar year, any awarded AVTRIP Points and associated Accelerator Points are redeemed into cash at the rate of \$25.00 for each cumulative group of 5,000 AVTRIP and Accelerator Points in the AVTRIP Account (each an “AVTRIP Award”).

Participants who were enrolled in the triennial redemption program as of December 31, 2016 and have a point balance at that time will be paid in the first quarter of 2017 for those points regardless of the time remaining on the triennial schedule. They will be paid out as if they had remained in the account until they end of their triennial period and will be redeemed as AVTRIP Awards at the rate of \$25 for each increment of 5,000 AVTRIP Points. Any remaining balance will roll forward.

Under the general provisions of the AVTRIP Program, a Participant will be awarded a minimum of two AVTRIP Points for each gallon of retail aviation fuel purchased at a participating FBO dispensing fuel in US Gallons and 1 point for every 2 liters at a participating FBO dispensing fuel in liters. Individual FBOs may award additional AVTRIP Points for fuel purchases and may award AVTRIP Points for services or other purchases. Award guidelines may vary if the participating FBO is outside of the United States. If the participating FBO gives AVTRIP points for contract fuel purchases, only purchases through Avfuel's Contract Fuel Program qualify, and the fuel must be supplied/billed by Avfuel, not any other fuel broker/supplier.

AVTRIP Tiers

Participants will fall into one of three tier levels based on membership activity: Silver, Gold or Platinum.

- The Tier level for 2017 will be based on activity from December 1, 2015 through November 30, 2016

- The Tier level in subsequent years will be determined by activity in the previous calendar year (i.e. activity from January 1, 2017 through December 31, 2017 determines the tier level for the 2018 calendar year).
- All new Participants are automatically enrolled in the silver tier when enrolled between Jan 1 – Dec 31 of any calendar year.
- In order to be in the gold tier, Participant must purchase at least 7500 gallons of fuel and earn AVTRIP Points OR purchase fuel and earn AVTRIP Points at a minimum of 10 unique FBOs by the end of a calendar year.
- In order to move to platinum tier, Participant must purchase at least 30,000 gallons of fuel and earn AVTRIP Points OR purchase fuel and earn AVTRIP Points at a minimum of 25 unique FBOs by the end of a calendar year. (see chart below)
- At the end of calendar year, AVTRIP Accounts will be reviewed and member will be moved into the appropriate tier for the next year, based on the table below.

	Silver	Gold	Platinum
Requirements			
Minimum Gallons	0-7,499	7,500-29,999	30,000+
	<i>or</i>	<i>or</i>	<i>or</i>
Minimum Unique Visits*	0	10	25

*Requires fuel purchase to qualify

- Tier benefits are listed on the table below.

	Silver	Gold	Platinum
Benefits			
Bonus point events	■	■	■
Accelerator rate	8%	10%	12%
2 points/gallon	■	■	■
Extra points/gallon		.5	1
Exclusive bonus days		■	■
Special gifts			■
VIP access to events			■

Members as of 1/1/17 with existing redemption period of Triennial will be paid out according to original schedule.

AVTRIP Accelerator Points:

Accelerator rates are tied to each tier (, 8%, 10% and 12% accordingly).

AVTRIP Accelerator Points are bonus AVTRIP Points awarded to the Participant as of the last day of each quarter (each three month period ending March 31st, June 30th, September 30th and December 31st) based on the Acceleration Rate applicable to the Participant.

As of the last day of each quarter, the Participant's AVTRIP Accelerator Points will be calculated by multiplying the applicable Acceleration Rate by the average balance of the AVTRIP Points in the Participant's AVTRIP Account during that quarter. These Accelerator Points are then added to the Participant's AVTRIP Account as of that last day of the quarter. (The average balance will be the average of the number of AVTRIP Points in the Participant's AVTRIP Account as of the first day and last day of that quarter, before adding any Accelerator Points generated in that quarter. If the quarter for which the calculation is made is the last day of the calendar year, while the average for that quarter is computed before the Accelerator Points for that quarter are added, the AVTRIP Awards will be computed and awarded after the addition of those Accelerator Points).

As of the last day of the calendar year, after giving effect to all Accelerator Points awarded as of that date, a \$25 AVTRIP Award will be awarded for each cumulative group of 5000 AVTRIP and Accelerator Points in the Participant's Account, the AVTRIP and Accelerator Points that are converted into AVTRIP Awards will be subtracted from the Participant's AVTRIP Account as of that date, any residual AVTRIP Points in the Participant's AVTRIP account will be rolled over for the computations and compounding for the next calendar year.

If Participant has not made any purchases generating AVTRIP Points for four consecutive quarters, then Accelerator Points will not be awarded again to that Participant's AVTRIP Account until the quarter in which a purchase by that Participant generating AVTRIP Points occurs. If the post office returns as undeliverable mail we have sent to the Participant (an Invalid Address), we will mark the address as invalid and cease sending communications. If the participant does not update his or her address for four consecutive quarters after being marked as invalid, then Accelerator Points will not be awarded again to that Participant's AVTRIP Account until the quarter in which the Participant updates that address.

AVTRIP Points:

To earn AVTRIP Points, the Participant must at the time of purchase advise the participating FBO that the purchase is being made under the AVTRIP Program and must present his/her AVTRIP Member Program Card (failure to do so may result in points not being awarded). The AVTRIP Points from a Participant's purchase will be awarded to the Participant's AVTRIP Account and, except for certain authorized programs, AVTRIP Points may not be transferred between AVTRIP Accounts and may not be pooled or combined with the AVTRIP Points of other Participants or conveyed by any means to anyone, including through a Participant's estate or as part of a domestic relations matter, and may not pass to Participants' successors and assigns. AVTRIP Points do not constitute property of the Participant and have no monetary value. Further details about specific authorized programs and procedures may be obtained by written request to Avfuel.

Participating FBOs are expected to, at a minimum, provide to Avfuel on a twice monthly basis, the AVTRIP Points awarded at the FBO and Avfuel will post these to the appropriate AVTRIP Accounts on the date we process them. After the close of each calendar quarter, Avfuel will provide an online statement for each AVTRIP Account of the AVTRIP Points and Accelerator Points earned and recorded as of the end of that quarter. Participants are responsible for reviewing these statements. Any discrepancies or missing AVTRIP Points must be reported to Avfuel within 45 days after the statement date. If missing AVTRIP Points are identified within the 45 day period, the AVTRIP Points will be posted to the account as of the date they are processed and accelerated based on that post date.

An AVTRIP Award earned in a Participant's valid, active AVTRIP Account will be paid to the Participant (or other party or parties designated by the Participant in writing) after the close of the calendar year. The AVTRIP Award will be issued under the Participant's name (or, if the Participant has designated other parties to receive the AVTRIP Award, and mailed to the Participant's (or, if applicable, AVTRIP Award recipient's) current address on file with Avfuel. The Participant will be responsible for keeping such addresses current for that purpose, as Avfuel will not be responsible for any loss or theft after mailing the AVTRIP Award to such address(es).

If a Participant has an Invalid address on file with Avfuel, the Participant's AVTRIP Account will be deemed inactive and AVTRIP Points in the Participant's AVTRIP Account will not be converted to an AVTRIP award unless and until such time as a valid, current address has been provided to Avfuel, provided that the Participant's involvement in the AVTRIP Program has not been terminated (as described below) prior to such time, these Awards will then be issued at the end of the next calendar year following the address update.

If a check representing any AVTRIP Award is for any reason not cashed within 120 days after its date of issuance, then the AVTRIP Award will be cancelled as of that 120th day and the Account marked as having an Invalid Address: the AVTRIP Points applied to that cancelled Award will be returned to the Participant's AVTRIP Account on the first day of the next calendar year for that Participant's AVTRIP Account; and no AVTRIP Awards will thereafter be made to the Participant until such time as a valid, current address has been provided to Avfuel. If, however, Avfuel is required to remit any undeliverable or uncashed AVTRIP Award or the equivalent value thereof to the State of Michigan or any other state or jurisdiction under unclaimed property statutes, the Participant's AVTRIP Account will be debited for the AVTRIP Points applicable to such AVTRIP Award and the Participant will not be entitled to a return of the points or the Award.

AVTRIP Awards issued under the AVTRIP Program will be subject to applicable government regulations.

The Participant agrees to be solely responsible for any and all taxes associated with the receipt of an AVTRIP Award and the Participant (and, if the AVTRIP Award is issued to another party at the Participant's direction, the AVTRIP Award recipient) agrees to indemnify Avfuel against any and all claims regarding taxes. If and as required by law, Avfuel will issue an IRS Form 1099 to any Participant earning an AVTRIP Award under the AVTRIP Program each year, regardless of whether the AVTRIP Award was issued to the Participant or to another person or entity at the Participant's direction.

Avfuel reserves the right to terminate a Participant's involvement in the AVTRIP Program if the Participant misuses his/her AVTRIP Pilot Program Card, breaches these Guidelines, fails to maintain a current address on file with Avfuel for twelve consecutive months or fails to make any purchases generating AVTRIP Points during any consecutive twelve-month period. If a Participant's involvement in the AVTRIP Program is terminated for any of the foregoing reasons, all AVTRIP Points in that Participant's account will be cancelled and not converted into an AVTRIP Award. Avfuel reserves the right to terminate the AVTRIP Program at any time upon written notice to all Participants. If the AVTRIP Program is terminated by Avfuel, then the date for calculation of AVTRIP Awards will be accelerated to the effective date of termination of the AVTRIP Program and Avfuel will redeem all AVTRIP Points in a Participant's AVTRIP Account as of that date.

Avfuel reserves the right to amend these Guidelines, in whole or in part, by written notice to all Participants or by posting new Guidelines on the Avfuel Website, www.avfuel.com. Such changes may affect AVTRIP Points already accumulated in Participants' Accounts. All AVTRIP Points and AVTRIP Awards must be earned and used according to the terms and conditions of these Guidelines. Avfuel reserves the right to interpret and apply the policies and procedures contained in these Guidelines. All determinations by Avfuel shall be final and conclusive in each case. These Guidelines supersede all previously issued Guidelines.

Participation in the AVTRIP Program is voluntary and void where prohibited by law.