

## **AVIATION CARD TERMS AND CONDITIONS - COMMERCIAL**

Please read and retain for your records and future reference.

The creditor and issuer of the Shell Aviation Card is Eastern Aviation Fuels, Inc. ("EAF"). This Shell Aviation Card Terms and Conditions (the "Agreement") is entered into, by and between EAF and the entity that signed the Application as "Company" for the establishment of a Program. This Agreement supersedes any previous and like agreements between Company and U.S. Bank, doing business as Multi-Service Aviation or "MSA."

1. **EFFECTIVE DATE.** The terms and conditions of this Agreement shall not become effective until EAF has (1) approved the creditworthiness of Company; and (2) approved the Application. The "Effective Date" of this Agreement shall be the date on which EAF approves the Application. EAF will notify Company when the Application has been approved and the Agreement becomes effective.

2. **SCOPE OF SHELL AVIATION CARD PROGRAM.** Upon approval as indicated above, EAF will issue Shell Aviation Cards ("Card(s)") and establish related Accounts for Company and any affiliated entity named on the Application that is approved by EAF ("Participant"). The EAF Card Program (the "Program") includes: transaction processing, reporting, billing, and payment systems with respect to purchases of aviation fuels and other products and services by corporate, commercial, and government aircraft operations ("Services"). Company shall furnish a list, in writing, to EAF designating such Participant(s) and business names, if business activities are conducted under a name other than that of Company's legal name. Company shall also provide aircraft identification information (if requested). Unless EAF notifies Company to the contrary, or a Card has been terminated as provided herein, all Cards will expire upon the expiration or termination of this Agreement. All Accounts established and Cards issued hereunder shall be used solely for business purposes and shall be governed by this Agreement. "Account" means any Account established by EAF pursuant to this Agreement in the name of Company, its Participants and/or Cardholders, to which Debt is charged, regardless of whether or not a Card is issued.

3. **LIABILITY.** Company, and if applicable, Authorized Officers, shall be jointly and severally liable for all Debt incurred or arising by virtue of the use of a Card and/or Account of Company, Participant or any Cardholder. "Debt" means all amounts relating to an Account including without limitation all purchases, fees, Late Charges, and other charges or amounts due that are owed to EAF by Company, its Authorized Officer(s), affiliates, Participants, and/or Cardholders. Company and the Authorized Officers are jointly and severally liable to EAF for all Debt. This liability structure applies to any PCL (as defined below) when Section 2 of the Application has been completed.

4. **BILLING PROCEDURE.** EAF or EAF's agent will send to Company a monthly billing statement (the "Statement"), which will itemize all charges for the billing period. The total amount shown on the Statement shall be payable upon receipt of the Statement by the Company. Payment is due within twenty-one (21) days after the date on the Statement ("Statement Date"). Billing and payment processing may be administered by a third party for EAF. Company agrees to remit payment as instructed on the respective Statement.

5. DELINQUENCY. An Account will become delinquent unless EAF or its designee receives the total amount shown on the Statement within twenty-one (21) days after the Statement Date, unless otherwise agreed upon by in writing by EAF and Company. Any unpaid portion of the amount outstanding will be shown on subsequent Statements under the "Account Summary" section and noted as outstanding. In the event of Company's delinquency, EAF may elect to terminate this Agreement immediately upon notice to Company. Whether or not EAF elects to terminate this Agreement, if any outstanding balance is not paid within twenty-one (21) days of the Statement Date of the Statement upon which it first appeared, Company also shall pay to EAF a "Late Charge" in an amount equal to 1.5% per month (18% APR) of such amount, or the highest interest rate allowed by applicable law, whichever is greater. Court costs plus reasonable attorney fees (as allowed by law) may be added to any delinquent balance referred to an attorney for collection, and Company shall be required to promptly pay the same upon demand.

In the event Company fails to make full payment when due, Company acknowledges and agrees that EAF may, in addition to all other rights and remedies, invoke any and all statutory or equitable lien rights or those of any participating aviation merchants in connection with the enforcement of EAF's right to payment under this Agreement, and Company authorizes EAF to file a lien for the unpaid Debt, plus Late Charges from the date of the oldest unpaid Debt, aircraft title search fees, filing fees and attorney fees, against any aircraft for which Debt was incurred and made to Card(s). If the Debt remains unpaid, EAF may institute a suit against the Company to enforce the lien and collect the Debt. The Company hereby grants a security interest in the Aircraft described in the Application, and expressly adopts and agrees to the Security Agreement attached as Addendum A to this Agreement. If a lien is filed, it will be based on the aircraft lien laws of the State of North Carolina (regardless of the domicile of the Company or where it does business, or the state of registration of the aircraft or where the aircraft owner resides or does business, or where any of the Services were furnished, or where jurisdiction may otherwise be proper regardless of where the aircraft was at the time such Debt were incurred). Venue for enforcement of this Agreement and any lien shall be in the state courts of the State of North Carolina, U.S.A., regardless of diversity issues or amounts owed, and by using this Card, the Company hereby waives all objections to EAF' choice of law or forum. Service of process by certified mail, return receipt requested, postage prepaid, and mailed to the Company at the address on the Application shall be sufficient to confer jurisdiction regardless of where the Company is geographically located or does business. The Company will be liable to EAF for all costs and expenses of liens and litigation including, but not limited to, Late Charges, attorney's fees, court and discovery costs and/or other costs incurred by EAF in enforcing its rights hereunder.

6. DISPUTED BILLINGS. Company must notify EAF's agent, Shell, of any disputes regarding charges or billings hereunder in writing. Written notice of billing disputes must be sent to Shell Aviation at PO Box 13050, Overland Park, Kansas 66282-3050 or by fax to 866-977-1505. Communications must include the Company's name and Account number(s), the dollar amount of any dispute or suspected error and a detailed description of the dispute or error. Any communication regarding a dispute or suspected error must be received in written form by Shell Processing Center within twenty one (21) days from Statement

Date. If EAF or Shell Processing Center determines that the any amount subject to a dispute is a valid charge, then Company will promptly remit payment of such amount within five (5) business days.

7. LOST OR STOLEN CARD(S) OR COMPROMISED ACCOUNT(S). Company shall immediately upon receipt of information or reasonable suspicion, of a lost or stolen Card or the unauthorized access of an Account, notify Shell Aviation by either: 1) telephone at 888-767-1982; 2) in writing addressed to Shell Aviation at PO Box 13050 Overland Park, KS 66282-3050; 3) via facsimile at 866-977-1310; . After notification has been made to Shell Aviation, further use of such Card(s) and/or Account access are expressly prohibited, and the Company shall immediately destroy such Card(s). Company is liable for the unauthorized use of the Card until EAF receives notification of the lost or stolen Card and has a reasonable opportunity to freeze or cancel the Card or Account. Company agrees to fully cooperate with and assist EAF and its agent, Shell Aviation in determining the facts, circumstances, and other pertinent information related to any loss, theft, or possible unauthorized use of the Card and/or Account and to comply with such procedures as may be requested by EAF and Shell Aviation in connection with an investigation. EAF and Shell Aviation are not responsible for controlling the use of any Card(s), other than as specifically provided herein.

8. FEES. The fees listed below shall apply to this Agreement. Failure of EAF to apply any fee or charge outlined in this Agreement at any time does not preclude EAF from subsequently applying such fee or charge. EAF reserves the right to change pricing upon thirty (30) days prior notice to Company.

a. If any payment on an Account is returned unpaid or the bank fails to honor any payment to EAF, Company agrees to pay a returned funds fee of thirty U.S. Dollars (\$30.00) or such other amount allowed by law.

b. Late Charges as detailed in the "DELINQUENCY" section above.

9. CONFIDENTIALITY. EAF considers the Program to be a unique service involving proprietary information of EAF. Company agrees that the Program reports, manuals, documentation, systems, processes and related materials (whether or not in writing) are confidential and will be circulated only to employees and agents of Company, and only to the extent necessary for Company to participate in the Program. Company will maintain the confidentiality of such information during the term of this Agreement and following termination.

10. TERM, TERMINATION AND SUSPENSION.

a. This Agreement shall remain in full force and effect for an initial term of three (3) years from the Effective Date of this Agreement, and shall be renewed for successive three (3) year terms thereafter, at the sole and uncontrolled discretion of EAF, until terminated by Company, or EAF upon thirty (30) days notice to the other party, effective at the end of the then-current term. The effective date of termination shall be stated in such written notice of termination. All Cards and related Accounts shall be deemed canceled effective upon termination of this Agreement.

b. Notwithstanding the foregoing, a party shall have the right to terminate this Agreement immediately, by written notice of such termination to the other party, upon any one (1) or more of the following events: (i) dissolution or liquidation of the other Party, or Parent thereof, if applicable; (ii) insolvency of the other party, or Parent thereof, if applicable, or the filing of a bankruptcy or insolvency proceeding by the other party, the appointment of a receiver or trustee for benefit of creditors of the other party or the other party enters into an arrangement with its creditors; (iii) any material and adverse change in the financial condition of the other party; or (iv) any failure by the other party to perform a material obligation of this Agreement.

c. Upon termination of this Agreement for any reason, Company shall ensure destruction of all Cards and return all confidential information of EAF to . Company, and Authorized Officer if applicable, shall remain liable for all Debt incurred or arising by virtue of the use of a Card and/or Account prior to the termination date.

d. EAF shall have the right to suspend any and all services and demand immediate payment in full of all Debt under this Agreement in the event that: (i) Company has breached any term of this Agreement; (ii) Debt due from Company, in the aggregate, exceeds the ACL or PCL as these terms are defined in Section 15 of this Agreement; or (iii) an Account becomes delinquent. Court costs plus EAF's reasonable attorney fees (as allowed by law) may be added to any delinquent balance referred to an attorney for collection, and shall be paid by Company.

e. Rights, Debt or liabilities that arise prior to the suspension or termination of this Agreement shall survive the suspension or termination of this Agreement.

#### 11. INDEMNIFICATION.

a. Company shall indemnify and hold EAF harmless against all losses, damages, costs, expenses and liability which may result in any way from any negligent or wrongful act or omission of Company, Participants, its agents, employees and subcontractors. Company shall indemnify and hold EAF harmless against demands, claims, suits, or proceedings alleging infringement of any patent of the United States, or any trademark, service mark, copyright or other proprietary right arising out of or incident to this Agreement.

12. LIMITATION OF LIABILITY. IN NO EVENT SHALL COMPANY, EAF, OR ANY AFFILIATE OF EITHER BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES OF ANY NATURE.

13. WARRANTIES. Company warrants the truth, completeness and accuracy of the following in connection with this Agreement: (i) The financial information and all other information provided to EAF; (ii) This Agreement is a valid, binding and enforceable agreement; (iii) The execution of this Agreement and the performance of its obligations are within Company's power, has been authorized by all necessary action and does not constitute a breach of any agreement of Company with any party; (iv) Company has and continues to comply with all applicable state and federal statutes, ordinances, rules, regulations and requirements of governmental authorities as they relate to the use of the Card and/or

participation in the Program; (v) the execution of this Agreement and the performance of its obligations under this Agreement will not cause a breach by it of any duty arising in law or equity; and (vi) Company possesses the financial capacity to perform all of its obligations under this Agreement. The parties agree that the failure of any of the above representations and warranties to be true during the term of this Agreement shall constitute a material breach of this Agreement and EAF will have the right, upon notice to Company, to immediately terminate this Agreement and all amounts outstanding hereunder shall be immediately due and payable.

EAF HEREBY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO GOODS AND SERVICES PURCHASED WITH ITS CARDS AND/OR ACCOUNTS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY AND DAMAGES DISCLAIMER SHALL APPLY WHETHER EAF ACTS AS CARD ISSUER, ARRANGER OF THIRD PARTY CREDIT, OR OTHERWISE.

14. FINANCIAL INFORMATION. Company shall provide information as requested by EAF to perform periodic credit reviews. Company shall provide the following, as applicable, upon request: (i) if Company anticipates monthly charge volume of equal to or less than \$25,000.00, information about an authorized officer whom EAF may underwrite on behalf of Company within Section 2 of the Application, or (ii) if Company anticipates monthly charge volume of greater than \$25,000.00 but less than \$50,000.00, the last annual financial statements, or (iii) if Company anticipates monthly charge volume of greater than \$50,000.00 but less than \$250,000.00, the last two (2) years of annual financial statements, or (iv) if Company anticipates monthly charge volume of greater than \$250,000.00, the last three (3) years of annual financial statements. If the financial statements are older than five (5) months when provided, Company must also provide interim financial statements. Annually thereafter, as soon as available and in any event not later than one hundred twenty (120) days after the end of each fiscal year of Company, Company shall provide the previous year's financial statements, if requested. EAF prefers audited financial statements that have been prepared by Company's independent certified public accountant. In the event EAF requires additional information to conduct its review of Company, or if Company's monthly charge volume increases such that the information it provided as described in 14.(i) above is no longer sufficient for underwriting Company, Company agrees to provide to EAF the information set forth above, as the case may dictate, and if requested, such other information regarding the business, operations, affairs, and financial condition of Company as EAF may reasonably request. 15. AGGREGATE PRODUCT CREDIT LIMIT AND ACCOUNT CREDIT LIMITS. Subject to credit approval by EAF, an Account credit limit (an "ACL") for each Account and an aggregate product credit limit (the "PCL") for all Accounts shall be established by EAF pursuant to this Agreement and communicated to Company.

a. Revising the PCL. EAF, at its sole discretion, shall have the right to revise the PCL. EAF shall provide notice to Company of any decrease in the PCL which results in a revised PCL that is lower than the aggregate current amount outstanding on all Accounts. Upon such event, Company shall have ten (10) days to make a payment to EAF that is sufficient to reduce the aggregate current amount outstanding to an amount that is equal to or less than the revised PCL.

b. Revising ACLs. EAF, at its sole discretion, shall have the right to revise any ACL. (1) Company Accounts. EAF shall provide notice to Company of any decrease in an ACL which results in a revised ACL that is lower than the aggregate current amount outstanding on the Account. Upon such event, Company shall have ten (10) days to make a payment to EAF on the Account that is sufficient to reduce the aggregate current amount outstanding for such Account to an amount that is equal to or less than the revised ACL. (2) Fraudulent Activity. EAF may revise any ACL and/or limit spending activity on any Account for which fraudulent activity is suspected, or EAF may immediately terminate any Account based upon its suspicion of fraudulent activity, acting in its sole and uncontrolled discretion.

16. CHANGE IN TERMS OF THE AGREEMENT. EAF may change the APRs, fees and other Account terms in the future based on its experience with Company and its affiliates as provided under the agreement and applicable laws at any time by giving Company notice. If permitted by applicable law, such changes will apply to existing Account balances as well as future purchases. If Company does not accept the changes, Company must notify EAF in writing within twenty-five (25) days after the date of the notice that Company refuses to accept the changes and elects to terminate this Agreement. Should Company elect to terminate this Agreement pursuant to this Section, all outstanding Debt shall become due and payable by Company to EAF and/or EAF, according to the terms of the existing Agreement. Company will also be responsible for ensuring the destruction of all Cards.

17. REGISTERED MARKS AND TRADEMARKS. Company has no right, title or interest, proprietary or otherwise, in or to the name or any logo, copyright, service mark or trademark owned or licensed by EAF or Shell Aviation.

18. NOTICES. Except with respect to notices relating to the status of individual Cards which may be established in writing between EAF and Company or a Participant, all notices, requests and other communication provided for hereunder must be directed to Company at the address on the Application and to Shell Aviation at PO Box 13050, Overland Park, KS 66282-3050. Unless otherwise specified herein, requests and other communication provided for hereunder must be in writing, postage prepaid, hand delivered or by any means approved by EAF. Either party may, by written notice to the other, change its notification address.

19. GOVERNING LAW. The validity, interpretation and performance of this Agreement will be controlled by and construed under the laws of the State of North Carolina (without giving effect to the conflict of law principles thereof) and applicable federal laws.

20. COMPANY CONTACT. The Company Contact(s) listed on the Application is/are authorized to provide EAF and/or Shell Aviation with the information necessary to establish the Account records and Cards, including, but not limited to, passwords, aircraft information, and other Account-related information. EAF and/or Shell Aviation is/are authorized to send all Account information and Cards produced to the attention of Company Contact(s). Company may, at any time, by written notice to Shell Aviation, change its Company Contact(s) or designate different Company Contact(s) than is listed on the Application.

21. ASSIGNMENT. This Agreement and any and all rights and Debt associated with the same may be assigned without prior notice to Company. All of EAF's rights under this Agreement shall also apply to

any assignee of this Agreement. Company may not assign or transfer this Agreement or any rights or Debt hereunder, by merger, of law, or otherwise, without the prior written consent of EAF.

22. CUSTOMER SERVICE. Company may contact Shell Aviation's customer service center at 888-767-1982 for Program customer service.

23. SEVERABILITY. Should any provision of this Agreement be declared invalid for any reason, such decision shall not affect the validity of any other provisions, which other provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated. The parties shall use their best efforts to agree upon a valid substitute provision in accordance with the purpose of this Agreement and the intent of the parties.

24. ACCOUNT SECURITY. The Program may enable Company to access Account and certain purchase information via Shell Aviation's website, including on-line billing and payment mechanisms and other media such as an automated telephone service. Company agrees to follow Shell Processing Center security procedures and to keep any passwords confidential. Company is responsible for any losses or unauthorized access to Account data that results from failure of Company or that of Participants, employees, or other agents to fully comply with Shell Aviation security procedures.

IMPORTANT NOTICE. THIS AGREEMENT CONTAINS A CONFESSION OF JUDGMENT PROVISION WHICH CONSTITUTES A WAIVER OF IMPORTANT RIGHTS COMPANY MAY HAVE AS A DEBTOR, AND ALLOWS EAF TO OBTAIN A JUDGMENT AGAINST COMPANY WITHOUT ANY FURTHER NOTICE IN THE EVENT OF COMPANY'S DEFAULT.

25. CONFESSION OF JUDGMENT. If Company fails or refuses to honor any of its Debt set forth in this Agreement when they become due, it shall be in default, in which case Company appoints without any further action on its part, Aviation Law Center as its attorney-in-fact acting under and by virtue of a power of attorney hereby duly executed and acknowledged by Company for the purpose of confessing judgment against Company in favor of EAF or their assignee for the unpaid balance of Company's indebtedness to EAF, plus post judgment interest at the rate of two percent (2%) per month of the outstanding balance as set forth in the judgment until paid in full, and the actual costs of collection, including filing fees, expenses, and attorney fees.

### **Aircraft Security Agreement**

Section 1.1 Grant of Security Interest. The Company, in consideration of the extension of credit for the purchase of aircraft fuel and other good and valuable consideration, receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of and interest on the Debt, and to secure the payment of the Debt and the performance and observance of all covenants, agreements and conditions contained in the Agreement (collectively referred to as the “Obligations”), do hereby convey, warrant, mortgage, assign, pledge, and grant a security interest to EAF, its successors and assigns, in all and singular of the Company’s right, title and interest in and to the properties, rights, interests and privileges described below and all proceeds thereof (all of which properties, rights, interests and privileges hereby mortgaged, assigned, pledged and granted or intended so to be, together with all proceeds thereof, are hereinafter collectively referred to as the “Collateral”) and agrees that the foregoing grant creates in favor of EAF an international interest in the Aircraft described in the Application (including the airframe and each engine):

- a) all of the Company’s rights, title and interests in the Equipment (including the airframe, the engines, and the parts) and substitutions and replacements of any of the foregoing;
- b) any and all service and warranty rights related to the Equipment, including the engines, and claims under any thereof;
- c) all proceeds of any or all of the foregoing, whenever acquired, including the proceeds of any insurance maintained with respect to any of the foregoing and all proceeds payable or received with respect to any condemnation, expropriation, requisition or other event of loss, or the proceeds of any warranty;
- d) any and all present and future records, logs and other materials required by the FAA (and any other governmental authority having jurisdiction) to be maintained in respect of each item of Equipment including, without limitation, the tapes, disks, diskettes and other data and software storage media and devices, file cabinets or containers in or on which the foregoing are stored, including any rights of the Company or Company with respect to the foregoing maintained with or by any other person; and
- e) all of Company’s right, title and interest in and to (whether the following described property or interests in property constitute accounts, chattel paper, documents, general intangibles, instruments or other property and whether now owned, existing, hereafter acquired, or arising, collectively, the “Engine Maintenance Collateral”): (a) the engine maintenance agreement (the “Engine Maintenance Agreement”) between Company and the engine maintenance service provider for the Aircraft and Equipment (the “Service Provider”), (b) all supporting obligations, and (c) all products, cash proceeds, and non cash proceeds of any and all of the assets and property described above.

Section 1.2 Grant Effective. The conveyance, warranty, mortgage, assignment, pledge and security interest created hereunder in all of the foregoing Collateral and International Interest created hereunder in and relating to the Airframe and each Engine are effective and operative immediately, and will continue in full force and effect until the Company has made such payments and has duly, fully and finally performed and observed all of its agreements and covenants and provisions then required under the Agreement.

Section 1.3 Filing of Financing Statements. Company hereby authorizes EAF to file UCC financing statements and amendments thereto, listing Company as debtor, and EAF and/or its assigns, as secured party, and describing the Collateral, and assignments thereof and amendments thereto. The Company, at the request of EAF, will execute and deliver to EAF for filing, if not already filed, such financing statements or other documents and such continuation statements with respect to financing statements previously filed relating to the conveyance, warranty, mortgage, assignment, pledge and security interest created under this Agreement in the Collateral and execute, deliver, consent to, register or file any other documents that may be required in order to comply with the Act, the Cape Town Treaty or other applicable law or as may be specified from time to time by EAF. The Company hereby consents to the registration by EAF of each International Interest in or relating to the Aircraft (including the Airframe and each Engine) assigned or created pursuant to this Agreement (including any Prospective International Interest with respect thereto) with the International Registry and covenants to effect the registration of such consent with the International Registry on the date of such assignment or creation.