

EVEREST FUEL TERMS AND CONDITIONS

1. **EFFECTIVE DATE.** The account (“Account” or “Application”) applied for herein, as well as the terms and conditions contained herein, shall not become an effective agreement between the Company and EVEREST until EVEREST has provided notification approving the credit worthiness of Company and the information submitted in this form. Such approval will be communicated via either email or in writing. The “Effective Date” of this Account shall be the date signed by Company.

2. **SCOPE OF SERVICES AND FEES.** EVEREST will provide fueling locations and pricing to Company based on submitted flight schedules for Company flights. EVEREST will provide fuel and the following dedicated services (“Services”) to Company with regard to fuel scheduling and uplifts, including the audit and discrepancy resolution of fuel invoices. To support the above fuel and Services, EVEREST will assess a per gallon fee that will be included in the price quoted and invoiced by EVEREST.

3. **CUSTOMER BILLING CYCLE.** EVEREST will pay fuel suppliers directly for the fuel. EVEREST will provide the specific payment means and accounts (i.e. open release, fuel release, credit line, direct bill, etc.) required for Company to secure fuel for all locations and flight legs where EVEREST provides fuel and Services for Company. Each form of payment shall be the property of EVEREST, with Company registered as an authorized user under each individual form of payment. EVEREST will bill Company for fuel with separate invoices for each fueling, or as mutually agreed by EVEREST and Company. Payments will be made in US Dollars. Company will receive an invoice following each fuel purchase which will be due and payable within agreed upon terms and conditions. Company will have the option of paying such invoices by ACH, wire transfer, bank drafts pulled directly from Company’s account, check, or credit card. Company is responsible for any wire or ACH bank fees charged by its bank.

4. **LIABILITY.** Company and Authorized Signer shall be liable for all Debt incurred or arising by virtue of the use of the Account by Company, its authorized users, affiliates, or participants. “Debt” means all amounts charged to an Account including without limitation all purchases, fees, Late Charges, and other charges or amounts due that are owed to Everest.

5. **DELINQUENCY.** These Terms and Conditions constitute a security agreement under the Uniform Commercial Code or similar code of a foreign country.

a. Customer, in order to secure payment for amounts due from Customer to EVEREST and in consideration of any credit terms extended to Customer, hereby grants to EVEREST a first priority security interest in the Services and the aircraft for which the Services were furnished until such time as all amounts due from Customer to EVEREST are paid in full (“Collateral”). Customer agrees that from time to time, at the expense of Customer, Customer will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that EVEREST may reasonably request, in order to perfect and protect any security interest granted or purported to be granted hereby or to enable EVEREST to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Moreover, Customer hereby authorizes EVEREST to file one or more financing or continuation or similar statements, and amendments thereto, relative to all or any part of the Collateral without the further signature or consent of Customer to perfect EVEREST’s security interest provided herein. This security agreement shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect until payment in full of all amounts due under from Customer to EVEREST, (b) be binding upon

Customer, its successors and assigns, and (c) inure to the benefit of EVEREST and its successors, transferees and assigns.

b. In the event Customer fails to make full payment when due, Customer acknowledges and agrees that EVEREST (or any affiliated company) 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 EVEREST's right to payment under this Agreement, and hereby authorizes EVEREST to file a lien against the aircraft for the unpaid charges, plus (a) late fees at 18% APR, (b) aircraft title search fees, (c) filing fees, (d) collection costs and (e) attorney fees, against any aircraft for which charges were incurred and made to Customer's EVEREST account. Customer represents and warrants that Customer either owns the aircraft for which Services are/were obtained, or is lawfully possessed of the aircraft, and in every case has the owner's express consent to obtain Services for the aircraft from, or on credit furnished by, EVEREST and to undertake all actions contemplated herein. Customer agrees to indemnify and hold EVEREST harmless from and against any and all claims arising out of EVEREST's filing or enforcement of a UCC financing or continuation or similar statement and/or a lien against the aircraft.

c. In recognition of the international and mobile nature of aviation and aircraft, and the necessity for legal certainty, predictability and convenience, and to avoid filing liens in multiple jurisdictions, any lien filed by EVEREST shall be based, at EVEREST's sole discretion, either upon the aircraft lien statute of the State of Texas (Texas Property Code § 70.301 et al), or the foreign country in which the aircraft is registered, regardless of where (a) the Customer resides or does business, (b) the aircraft owner resides or does business, (c) the aircraft was located at the time such services were furnished or charges were incurred, (d) the aircraft is registered, or (e) jurisdiction may otherwise be proper. Any aircraft lien may also be filed at the International Registry, pursuant to the Convention on International Interests in Mobile Equipment, if applicable. The Customer will be liable to EVEREST for all costs and expenses of lien preparation and filing, collection and litigation including, but not limited to, late charges, attorney fees, court and discovery costs and/or other costs incurred by EVEREST in enforcing or defending its rights hereunder. If the debt thereafter remains unpaid, EVEREST may institute an action against the Customer (and/or the aircraft owner) to foreclose the lien and to collect the debt. Customer agrees that venue for enforcement of this Agreement, or any lien or action predicated upon such lien or financing statement, shall be in the state courts of Harris County, Texas, USA, regardless of the amount in controversy, or where the Customer is domiciled or does business, or where the services were rendered, and excluding any conflict-of-laws rule or principle that might refer the governance or the construction of these terms to the law of another jurisdiction. Customer's use of its EVEREST credit account indicates Customer's confirmation and acceptance of these terms and conditions, and waiver of all objections to the foregoing choice of law or forum. Service of process by certified mail, return receipt requested, postage prepaid and mailed to Customer at the address on the application shall be sufficient to confer jurisdiction regardless of where Customer is geographically located or does business.

6. **DISPUTED BILLINGS.** Company may notify EVEREST of any disputes regarding charges or billings hereunder in writing, by telephone, fax or email.

7. **CONFIDENTIALITY.** EVEREST agrees that it will maintain all non-public data relative to Company's Account as confidential information and EVEREST agrees to use such data regarding Company exclusively for the providing of fuel and Services to Company hereunder and not to release such information to any other party except its agents; provided, however, that EVEREST must disclose transaction information to merchants and third party processors. EVEREST may collect, maintain and, at its option, disseminate information and data concerning charge activity which does not contain any direct or indirect identification of Company. The parties agree to take all reasonable steps to safeguard any proprietary information.

8. **TERM, TERMINATION AND SUSPENSION.** EVEREST shall have the right to terminate this Account immediately at its choosing. Upon termination of this Account for any reason, Company shall remain liable for all debt incurred or arising by virtue of the use of the Account prior to the termination date. EVEREST shall have the right to suspend any and all fuel and Services and debt to Company under this Account without further liability to Customer in the event that: (i) Company has breached any term of this Account, or (ii) an Account becomes delinquent.

9. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL COMPANY OR EVEREST BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES OF ANY NATURE.

10. **WARRANTIES.** Company warrants the truth, completeness and accuracy of the following in connection with this Account: (i) all information provided to EVEREST; (ii) this Account is a valid, binding and enforceable agreement; (iii) the execution of this Application and the performance of its debt 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 other 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 purchase of fuel and Services; (v) the performance of these obligations 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 Account. The parties agree that the failure of any of the above representations and warranties to be true during the term of the Account shall constitute a material breach and EVEREST will have the right, upon notice to Company, to immediately terminate the Account and all amounts outstanding hereunder shall be immediately due and payable.

11. **CHANGE IN TERMS OF THE ACCOUNT.** EVEREST may change the terms of the Account at any time by giving Company notice. Any revised terms and conditions will either be emailed or mailed to the contacts noted in Section B, or will be posted at EVEREST's website (www.everest-fuel.com). The Company is required to notify EVEREST of any changes to the contacts in Section B. 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 EVEREST in writing within 14 days after the date of the notice that Company refuses to accept the changes and elects to terminate the Account. Should Company elect to terminate the Account pursuant to this section, all outstanding debt shall become due and payable immediately by Company to EVEREST.

12. **ASSIGNMENT.** The Account and any and all rights and debt associated with the same may be assigned without prior notice to Company. All of EVEREST's rights under the Account shall also apply to any assignee. Company may not assign or transfer the Account or any rights or debt hereunder without the prior written consent of EVEREST.

13. **AUTHORIZATION.** Company agrees to allow EVEREST to verify the information contained herein, and agrees to provide appropriate information necessary to conduct credit reviews. Such verifications performed by EVEREST will include: contacting bank representatives to discuss bank and credit card history and obtaining information from other creditors, credit bureaus, and third parties for use in assessing credit worthiness of the Company.