

AGREEMENT
UNIVERSAL SERVICES / UVAIR FUELING CARD

ARTICLE 1 - SCOPE OF AGREEMENT

- 1.1 Except to the extent covered by separate written agreements between Universal® and the undersigned client ("Client"); (i) this Agreement contains the entire understanding of the parties and shall govern all matters relating to the acquisition of all services and goods by Client from, or through any arrangement made by, Universal or any subsidiary of Universal, including without limitation fuel in conjunction with the UVair® Fuel Program described in **Attachment 1** hereto (if and to the extent Client participates in such Fuel Program), trip support services, and any other services or goods; (ii) this Agreement shall supersede any prior arrangements between the parties covering the provision of services and goods described herein, and (iii) Client agrees that any revision(s) to this Agreement, when delivered by Universal, shall be deemed accepted and effective upon subsequent use of any of Universal's services.
- 1.2 Trip Support Services. Universal's Trip Support Services ("Trip Support Services") are more fully described in the Universal Fee Schedule. Trip Support Services and any associated material are for the sole and exclusive use of Client. They may contain certain information that is subject to confidentiality, export and/or release restrictions, and may not be disclosed, exported or released to any third party without ensuring that such disclosure, export or release does not violate any disclosure restrictions, and/or United States export control laws and regulations, and obtaining authority for any disclosure, export or release.
- 1.3 Universal Crew Member Identification Cards ("ID Cards"). Eligible flight crew members operating a Client's aircraft may, with proper supporting documentation, obtain ID Cards. ID Cards can be used for flight line identification and to obtain hotel and automobile discounts, but shall NEVER be used to bypass or evade airport security checks, procedures, or devices, or for airline passes or reduced fares. Client is strictly responsible to ensure its employees do not misuse ID Cards.
- 1.4 Credit Services. Subject to Universal's continuing discretion regarding cash advances and credit limits, the Client's aircraft's Captain or crew may receive cash advances and charge services and goods to Client's account with Universal. Any goods, including but not limited to fuel, obtained through such credit or the use of the UVair Card, represent sale transactions in which title to all goods involved passes directly from the Provider to Client, the title to fuel passing when the fuel passes the fueling flange on Client's aircraft.

ARTICLE 2 — PRICES AND CHARGES

- 2.1 Trip Support Services. A schedule of charges to be invoiced for Trip Support Services is published in the Universal Fee Schedule in effect at the time any service is rendered, which Fee Schedule is incorporated herein for all purposes. Prices for any services not on the Universal Fee Schedule shall be determined by Universal in its reasonable discretion.
- 2.2 Third Party Charges. Charges in the Universal Fee Schedule do not include third party charges and disbursements, including without limitation the following:
 - Landing, departure or other permits and clearances;
 - Communications;
 - handling of flights, parking, stopover, and other trip support arrangements, and/or charges for delayed or cancelled flights, or cancelled guaranteed hotel reservations; or
 - any other charges, fees or taxes, including without limitation navigation or airspace charges, imposed or levied on Client or Universal in connection with Client's flight by the airport, customs or other governmental or quasigovernmental authorities.
- 2.3 Administration Charges. An administration charge will be added to each disbursement made or arranged by Universal on Client's behalf. However, for fuel uplifts, an administration charge will only be added at locations that do not have a contract with UVair. The administration charge is to compensate Universal for establishing and maintaining its worldwide network of providers of services, goods and cash to clients of Universal in reliance on:

ARTICLE 3 — INVOICING, PAYMENT TERMS; WITHHOLDING OF SERVICE

- 3.1 Invoicing. Universal will invoice Client for all sums due hereunder. Third party charges will be invoiced after Universal receives third party invoices and will include, without limitation, charges for communications made or accepted on Client's behalf. Invoices by mail or electronically transmitted text message shall be considered original invoices.
- 3.2 Payment. Client shall pay Universal for all services and goods provided at the request of Client, or through use of the UVair Card, or otherwise supplied by or obtained through any agreement made by Universal or its service providers for the benefit of Client, including any tax, duty, fee, or other governmental charge on fuel or other services and goods at such time as it is imposed or collected, even though retroactively imposed or collected. Payments are due net twenty (20) days from date of Universal's invoice. Past due amounts bear interest at the lesser of 1.5% per month, or the maximum rate permitted by the laws of the State of Texas, and any interest which is in excess of such rate shall not be deemed interest and shall be automatically applied to the principal debt amount and/or as a credit to Client's account and the effective rate of interest shall be automatically reduced to such maximum rate. Past due invoices may be offset or presented for payment against Client's letter of credit or any other security Client has delivered to Universal. Client grants Universal a security interest in any cash deposit held by Universal to secure payment of any amount due to Universal from time to time. In the event a payment from the Client reaches Universal after the past due invoices have been paid by the letter of credit, the proceeds shall be held by Universal as a cash deposit in lieu of the letter of credit. Payment shall be made in US Dollars by wire transfer, check, or draft to Universal Weather and Aviation, Inc., at the bank or other location shown on the invoice, with all charges to Client for initiating any wire transfer to be in addition to the invoice and paid by Client. All payments, including bank transfers, shall indicate which invoice(s) the payment covers; otherwise, Universal may apply the payment to Client's invoices at Universal's discretion. For certain European Union transactions, Client authorizes Universal Aviation, (UK), Ltd., acting in its own name as agent for Client, to arrange for Client to obtain services and goods, and to pay PROVIDERS therefore: provided however, that any such transaction shall be administered by Universal in Houston, Texas USA. At no time will Universal or Universal Aviation, (UK) Ltd. purchase, lease, take title to or hold any other interest in, or place or continue in commerce, or sell, any services or goods.
- 3.3 Withholding of Service. If Universal, in its sole discretion, at any time deems itself insecure with regard to the creditworthiness of Client, service and credit to Client may be discontinued, with or without notice, until security is provided that is acceptable to Universal.

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ARTICLE 4 - INVOICES UNDER INVESTIGATION

Unless disputed in writing by Client within 30 days of invoice date, all invoices shall be deemed correct and accepted by Client. Inquiries pertaining to charges for services or goods provided by third parties will be forwarded by Universal to the third party. If Universal has paid the third party prior to notice of Client's dispute inquiry, Client is responsible to pay Universal in full, subject to credit or refund by Universal to the extent a refund or credit is received from the third party. No dispute shall relieve Client of its obligation to timely pay undisputed portions of any invoice.

ARTICLE 6 LIABILITY, DISCLAIMERS, RELEASE AND INDEMNITY

- 6.1 **Services/Goods Providers.** Providers of services and goods to Clients are independent contractors, and Universal does not supervise their operations. Although Universal will make arrangements only with providers Universal believes are responsible and reliable, Universal undertakes no investigation and disclaims responsibility for the acts and omissions of any providers or for the quality of services and goods sold or delivered by them, or for any defects therein, notwithstanding that Universal may share in the revenue from the operations of such providers. Selection of providers to sell and deliver services and goods who are authorized and permitted by authorities regulating the provision of the services and goods shall fully discharge any Universal duty of care in connection with the selection of providers. **CLIENT SHALL HAVE THE RIGHT AT ANY TIME TO INSPECT A SAMPLE OF FUEL OR OTHER GOODS TO BE DELIVERED BY A PROVIDER PRIOR TO ACCEPTING DELIVERY OF SUCH GOODS AND IS ENCOURAGED TO CONDUCT ANY FURTHER INVESTIGATION OR INSPECTION OF ANY PROVIDER WHICH IT THINKS IS NECESSARY OR APPROPRIATE. CLIENT SHALL BE SOLELY AND COMPLETELY LIABLE FOR ANY DEATH OR INJURY TO PERSONS, OR DAMAGE TO PROPERTY, ARISING OUT OF CLIENT'S ALLOWING PERSONNEL TO REMAIN ON BOARD ANY AIRCRAFT WHILE IT IS BEING REFUELED OR OTHERWISE SERVICED, OR FOR REQUESTING OR REQUIRING ANY PROVIDERS TO OPERATE EQUIPMENT, GAUGES, OR SWITCHES ON ANY AIRCRAFT WHILE FUELING OR OTHERWISE SERVICING SUCH AIRCRAFT.**
- 6.2 **DISCLAIMERS.** NEITHER UNIVERSAL, NOR ANY OF ITS SUBSIDIARIES, NOR ANY PROVIDERS OF WEATHER SERVICES OR FLIGHT PLANS SHALL BE LIABLE FOR ERRORS, DELAYS, OR INTERRUPTIONS IN PROVIDING SUCH SERVICES, ERRORS IN JUDGMENT, OR ANY OF THEIR OWN ACTS OR OMISSIONS, INCLUDING THEIR OWN NEGLIGENT ACTS OR OMISSIONS. UNIVERSAL AND ITS SUBSIDIARIES AND PROVIDERS SHALL HAVE NO RESPONSIBILITY FOR AND HEREBY EXPRESSLY DISCLAIM ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE PROVISION OF ANY GOODS AND SERVICES HEREUNDER. FURTHER, CLIENT ACKNOWLEDGES THAT ALL SERVICES PROVIDED HEREUNDER ARE ADVISORY IN NATURE AND CLIENT AGREES IT HAS A DUTY TO AND SHALL REVIEW AND VERIFY THE ACCURACY AND CORRECTNESS OF ALL WEATHER, FLIGHT PLANNING, AND OTHER SERVICES SUPPLIED TO IT PRIOR TO USE OR FILING.
- 6.3 **LIMITATION OF LIABILITY.** IN NO EVENT WILL UNIVERSAL OR ITS SUBSIDIARIES OR PROVIDERS BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR EXEMPLARY DAMAGES, ARISING OUT OF THE PROVISION OR THE ATTEMPT TO PROVIDE SERVICES OR GOODS HEREUNDER IN EXCESS OF THE LESSER OF THE AMOUNT PAID BY CLIENT FOR ANY SERVICE OR GOODS OR FIFTY (US\$50.00) U.S. DOLLARS FOR EACH OF THE SERVICES OR GOODS INVOICED. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO DAMAGE TO PROPERTY OR PERSONS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF UNIVERSAL. THE SOLE LIABILITY OF UNIVERSAL AND ITS SUBSIDIARIES AND PROVIDERS, AND THE EXCLUSIVE REMEDY OF CLIENT FOR ANY INJURY OR DAMAGE TO CLIENT ARISING OUT OF THE ACQUISITION OF SERVICES OR GOODS PROVIDED BY UNIVERSAL OR ITS SUBSIDIARIES OR PROVIDERS SHALL BE THE REMEDY SPECIFIED HEREIN.
- 6.4 **Statute of Limitations.** No action shall be brought against Universal by Client arising out of performance of this Agreement unless written notice of a claim has been delivered to Universal within ninety (90) days of the later of the claim arising, or Client learning of the existence of the claim. No action may be instituted against Universal less than six (6) months after notice of the claim to Universal, or more than two years from the date the claim arises.
- 6.5 **RELEASE AND INDEMNITY.** CLIENT RELEASES AND COVENANTS NOT TO SUE UNIVERSAL AND ITS SUBSIDIARIES AND PROVIDERS, FOR ANY LIABILITY, LOSS, COST, DAMAGE OR EXPENSE (INCLUDING REASONABLE ATTORNEYS FEES, AND INVESTIGATION AND DEFENSE COSTS) ARISING OUT OF OR IN CONNECTION WITH ANY CLAIM, SUIT OR PROCEEDING BROUGHT AGAINST CLIENT OR UNIVERSAL AS A RESULT OF, OR IN CONNECTION WITH THE ACQUISITION BY CLIENT OF ANY SERVICES OR GOODS PROVIDED BY UNIVERSAL OR ITS SUBSIDIARIES OR PROVIDERS.

ARTICLE 7 - LEASING OF AIRCRAFT/CHANGE OF OWNERSHIP

In the event Client leases or loans its aircraft to another party, unless Universal is notified otherwise in writing seven days prior to such leasing or loan, Client shall remain liable for all expenses incurred by the aircraft or crew as if the Client were operating the aircraft. Client shall also notify Universal of any change in ownership of its aircraft.

ARTICLE 8 - DURATION, TERMINATION AND MODIFICATION; NOTICE

- 8.1 **Duration/Termination/Modification.** This Agreement is performable in Houston, Texas, USA and shall become effective when executed by an Officer of Universal at such location. This Agreement, unless otherwise terminated as provided herein, shall continue in force until terminated by either party giving thirty (30) days prior written notice to the other party. All obligations for payment for services or goods obtained by Client, or in its name, from or through Universal, or by use of a UVair Card, prior to or subsequent to termination of this Agreement or cancellation of the UVair Card, and Articles 1-3, 6, and 8-11 hereof, shall survive such termination or cancellation. Upon termination or cancellation, Client agrees to immediately return to Universal all UVair Cards and other cards issued by Universal, and remain liable for any use of the UVair Card or other card until such return occurs. Except as otherwise specifically provided in this Agreement, no waiver, alteration, or modification of this Agreement shall be binding unless in writing and signed by an Officer of Universal and a duly authorized representative of Client.
- 8.2 **Notices.** Any notice provided for herein shall be sent by: (i) certified mail, return receipt requested, (ii) hand delivery, or, (iii) fax transmission, addressed to the appropriate party, to Client at its invoice address or Fax number, and to Universal at 8787 Tallyho, Houston, Texas 77061 USA, with a copy to the Legal Department (Fax 713-943-4613), or at such other address or Fax number as may be designated in accordance herewith. Unless otherwise stated herein, such notice shall be effective in the case of (i) above, on the third day after dispatch within the continental United States, or on the tenth day after dispatch elsewhere; in the case of (ii) above, when delivered; and, in the case of (iii) above, when sent, if sender's fax machine records the transmission, or recipient verifies receipt or recipient's conduct indicates receipt. Notice given, dispatched, or received on a non-business day or after business hours in the place of receipt will be deemed given, dispatched, or received on the next business day in that place. Electronic mail messages, unless acknowledged by return communication, shall be presumed undelivered and should be redelivered by another method until acknowledged. All fax or other electronic communications or confirmations sent in good faith from Universal to Client with respect to services or

fuel shall be deemed agreed and assented to by Client, unless Client notifies Universal to the contrary by fax or other writing prior to any service being rendered or fuel being uplifted, or the expiration of 48 hours, whichever first occurs.

ARTICLE 9 — GOVERNING LAW, SERVICE OF PROCESS

THIS AGREEMENT SHALL BE GOVERNED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, USA (EXCEPT ITS LAW PERTAINING TO CONFLICTS OF LAWS), AND THE JURISDICTION AND VENUE OF ANY ACTION ARISING OUT OF THIS AGREEMENT SHALL BE PROPER IN THE STATE OR FEDERAL COURTS SITUATED IN HARRIS COUNTY, TEXAS, OR THE PROPER COURT SITUATED IN THE CITY OF CLIENT'S PRINCIPAL PLACE OF BUSINESS. Service of process by certified mail, return receipt requested, postage prepaid and addressed to Client shall be sufficient to confer jurisdiction on any such court, regardless of where Client is geographically located or does business. At Universal's election, service of process and of judgment may also be made pursuant to any applicable international treaty or convention.

ARTICLE 10 — DEFAULT/REMEDIES

In the event of Client's default under the terms of this Agreement, in addition to any other amount due Universal, Client shall also be liable to UNIVERSAL for all costs and expenses, including without limitation reasonable attorney's fees and interest incurred by Universal in enforcing its rights hereunder.

ARTICLE 11 — GENERAL

- 11.1 Third Party Beneficiaries. Except as otherwise provided herein, subsidiaries of Universal and PROVIDERS are third party beneficiaries of all rights of Universal and all duties owed by Client to Universal under the Articles titled: Liability, Disclaimers, Release and Indemnity, and, Insurance. Except as provided in the preceding sentence, the provisions of this Agreement are for the benefit of the parties to this Agreement and not for the benefit of any other parties.
- 11.2 Assignment. Neither party may assign this Agreement or any interest therein without prior written consent of the other party, which consent will not be unreasonably withheld; provided, however, Universal may pledge or otherwise mortgage for financing purposes sums due hereunder.
- 11.3 Language. This Agreement is executed and made in the English language, which shall be the official and governing language of this Agreement, and of all communications, transactions, and proceedings related hereto.
- 11.4 Invalid Provision. In the event any provision of this Agreement shall be held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. The parties hereby agree that any invalid provision shall be judicially reformed so as to effectuate as nearly as possible the intentions and purposes of the parties.
- 11.5 Titles of Articles. Article titles of this Agreement are for convenience only and are not to be used to explain, modify, amplify or interpret this Agreement.
- 11.6 Waiver. All rights of Universal hereunder are separate and cumulative, and no one of them, whether or not exercised, shall be exclusive of any other rights hereunder or any rights which Universal may have at law or in equity. No waiver by either party of any default hereunder shall be deemed a waiver of any other default hereunder.
- 11.7 Purchase Orders/Facsimile Execution. Client agrees that any purchase order, now existing or hereafter issued by Client, is for Client's own internal convenience and shall have the following language automatically incorporated therein: "The terms and conditions set forth in Universal's form of Agreement for Fuel and Trip Support Services, are made a part of this purchase order and are in lieu of all other terms and conditions, express or implied, in this purchase order. The terms and conditions set forth in Universal's form Agreement are also applicable for all renewals of this purchase order." Fax or other electronically transmitted text communications are deemed to be original writings of the parties for the purposes of this Agreement.

ATTACHMENT 1 UVAIR FUEL PROGRAM

If Client desires to participate in UVair's Fuel Program, and requests that UVair Fueling Cards be issued for use by Client, the following additional provisions shall also apply to this Agreement to the extent of Client's participation in such Fuel Program:

1. UVair Fuel Program. Under the UVair Fuel Program, UVair enables Clients to be identified to providers of fuel by issuing UVair Cards to such Clients. A UVair Card is not transferable and shall be used by Client: (i) ONLY for identification purposes by persons authorized by Client; (ii) for presentation to fuel providers designated in the fuel location guide then in effect; (iii) if an aircraft registration number is embossed on the UVair Card, then ONLY to obtain aviation turbine fuel and other services for such aircraft; and (iv) ONLY prior to the earlier of the expiration date of the UVair Card, or the date Client is notified that the privileges accorded by the UVair Card have been suspended or canceled.
The UVair Card shall at all times remain the exclusive property of Universal, who shall be entitled, without liability and for any reason, upon notice to Client, to suspend or cancel the UVair Card and all related privileges. Upon receipt of such notice, Client will immediately cease use of, and surrender or return the UVair Card as directed by Universal. In the event of loss, theft, or unauthorized use of a UVair Card, written notice must be given to Universal as provided herein. Telephone notice may be given at (713) 944-1622, but shall not be in lieu of written notice.
2. Fuel. UVair periodically publishes its fuel price book, which lists airports where UVair has arranged for contract fuel, and indicative prices for fuel at such airports at the time the price book is published. Current prices for Clients at such airports can be obtained from Universal's online price estimator available at www.uvair.com, or by contacting UVair by phone (toll free in North America only: 866-882-4737; worldwide: 713-378-2727) or facsimile (worldwide: 713-943-4621) to obtain a quote. Unless other arrangements are confirmed prior to a fuel uplift, charges to Clients shall be as then currently listed in the online price estimator, but such prices are subject to change without notice. Client understands that Universal shall receive a service fee for developing, coordinating and maintaining the UVair Fuel Program, which is customarily included in the prices stated in the online price estimator

If a UVair Card is issued to Client or if fuel or any other services or products are procured by Client through Universal, including its UVair division, by any means, whether or not involving the UVair Card or the aircraft listed in any application form, Client AGREES SUCH ISSUANCE AND PROCUREMENT SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THOSE TERMS RELATING TO INDEMNITY AND JURISDICTION. Client further agrees that any revision of the Agreement, when delivered with a new or reissued UVair Card(s), shall be deemed accepted, binding, and effective upon use of such UVair Card by Client.

The undersigned acknowledges having read the entire Agreement and indicates its agreement to the provisions of the Agreement set forth above, which Agreement shall supersede and control the provisions of any purchase order issued by Client before or after this date. This Agreement is subject to review and acceptance by Universal, at its offices in Houston, Texas, USA, by its countersignature on this Agreement or issuance of one or more UVair Cards.

UNIVERSAL WEATHER AND AVIATION, INC.

By: _____
(Signature)

(Printed Name and Title)

Signed this _____ day of _____, 20 _____

CLIENT NAMED ABOVE

(Full Legal Name of Company)

(Street Address)

(City, State, Zip, Postal Code, Country)

By: _____
(Signature of Authorized)

Printed Name, Title and Date

At 8787 Tallyho, Houston, Texas 77061