

AIR ELITE LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") is made and entered into this 1st day of January 2026 (the "Effective Date") by and between World Fuel Services, Inc. a Texas corporation, on its behalf and on behalf of its affiliates, including but not limited to, Ascent Aviation Group, Inc. ("World Fuel") and Augusta Aviation Commission ("Licensee").

WITNESSETH

WHEREAS, World Fuel owns the trade name, trademark, and service mark AIR ELITE (the "<u>AIR ELITE</u> <u>Mark</u>") and U.S. Reg. No. 4227461 therefor, which it uses in connection with high quality customer service to customers in the general and business aviation field;

WHEREAS, AIR ELITE Network is, in part, governed by the AIR ELITE Board of Directors (the "Board"), and such Board manages under the guidelines of the AIR ELITE Bylaws, attached hereto as Annex 1, and incorporated herein, as such Annex 1 may be supplemented and/or replaced when the Bylaws are amended or replaced from time to time, pursuant to the terms of the Bylaws;

WHEREAS, Licensee is or will be operating as a fixed base operator or ground handler service provider at certain areas at Augusta Regional Airport Aviation Services (KAGS/AGS); (collectively, the "<u>Premises</u>");

WHEREAS, Licensee desires to be a member of the AIR ELITE network that World Fuel established to facilitate participation of customers in promotion of services offered under the AIR ELITE Mark (the "Network"); and

WHEREAS, Licensee desires to use the AIR ELITE Mark in connection with the services it offers on the Premises (the "Services"), and World Fuel is willing to grant such license, subject to the terms and conditions set forth herein.

NOW, **THEREFORE**, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to the terms and conditions set forth below.

ARTICLE I TERM

1.1 This Agreement shall be effective for a term of two (2) years beginning on the Effective Date and ending on ending December 31st, 2028 (the "Initial <u>Term</u>" and with any subsequent terms pursuant to to Section 8.3, the "Term"), subject to extension or earlier termination as herein provided.

ARTICLE II LICENSE; OWNERSHIP

- 2.1 Subject to the terms and conditions of this Agreement, World Fuel hereby grants to Licensee a limited, non-exclusive, royalty-free license to use the AIR ELITE Mark, including in a logo form supplied and approved by World Fuel, solely in connection with the Services, solely during the Term (the "<u>License</u>").
- 2.2 Licensee acknowledges and agrees that World Fuel is the owner of all right, title, and interest in and to the AIR ELITE Mark, and all such right, title and interest shall remain with World Fuel. Licensee shall not contest, dispute, challenge, oppose or seek to cancel World Fuel's right, title, and interest in and to the AIR ELITE Mark. Licensee shall not prosecute any application for registration of the AIR ELITE Mark or seek to register the AIR

ELITE Mark. Licensee acknowledges that Licensee shall not acquire any right, title, or interest in the AIR ELITE Mark by virtue of this Agreement other than the License granted hereunder, and disclaims any such right, title, interest, or ownership. All goodwill and reputation generated by Licensee's use of the AIR ELITE Mark shall inure to the exclusive benefit of World Fuel. Licensee shall not by any act or omission use the AIR ELITE Mark in any manner that disparages or reflects adversely on World Fuel or its business or reputation. Licensee shall not take any action that would interfere with, or prejudice World Fuel's ownership or registration of the AIR ELITE Mark, the validity of the AIR ELITE Mark or the validity of the License granted by this Agreement.

- 2.3 Licensee agrees that World Fuel, or its designees, shall have the sole right to register, enforce and otherwise protect the AIR ELITE Mark at World Fuel's own cost, and Licensee shall provide any requested cooperation to World Fuel in connection with same. Licensee shall promptly notify World Fuel of any encroachments, infringements, or misuses of the AIR ELITE Mark, or any pending or threatened litigation involving the AIR ELITE Mark, of which Licensee becomes aware. Licensee shall execute all documents and provide all assistance reasonably required by World Fuel to apply for, obtain and maintain registrations for the AIR ELITE Mark, at World Fuel's sole cost, to enforce rights in, and defend any proceedings brought against applications or registrations for, the AIR ELITE Mark to register or maintain any registration for the AIR ELITE Mark, at World Fuel's sole cost. As between Licensee and World Fuel, any litigation with a third party involving the AIR ELITE Mark shall be at the expense of and under the complete control of World Fuel or its designees.
- 2.4 World Fuel reserves the right at any time, in its sole discretion, to change, alter or amend the AIR ELITE Mark and/or approved logo, or to terminate the use of the AIR ELITE Mark.
- 2.5 Nothing herein modifies or replaces any term or condition in any fuel supply agreement or other agreement between Licensee and World Fuel with respect to the proper use of and restrictions on Licensee's use of any trade name, trademark, service mark, label, brand name, insignia or imprint owned or used by World Fuel in its business.

ARTICLE III RESTRICTIONS ON USE

- 3.1 Licensee shall not use the AIR ELITE Mark outside of the Premises.
- 3.2 Except as expressly authorized herein, Licensee shall not display or otherwise make any use of the AIR ELITE Mark or any confusingly similar mark in any manner, including without limitation as or as part of a trademark, service mark, design, trade name, domain name, email address, search engine keyword, social media handle, or any other designation or identifier. Licensee shall not alter or modify the AIR ELITE Mark and shall not combine the AIR ELITE Mark with or present it in close proximity to any of World Fuel's competitor's third-party trademark, service mark or designation, including, without limitation, signs, emblems, graphic materials, or other form of advertising for competing products, services or marks.
- 3.3 Licensee shall not create, commission, or use any advertising, promotional or other materials (including, without limitation, any online materials) bearing the AIR ELITE Mark without World Fuel's prior review and express written authorization of the materials and proposed manner of use. Any and all signs, decals, posters, placards, plates, devices, uniforms, graphic materials, or other form of advertising matter consisting of whole or in part of the AIR ELITE Mark will be obtained by Licensee, at World Fuel's expense, only from World Fuel or vendors specifically authorized by World Fuel.
- 3.4 Licensee shall ensure that AIR ELITE Mark shall appear with appropriate trademark notices and legends as World Fuel may instruct from time to time, and Licensee shall not remove, alter or modify any such notices or legends absent World Fuel's prior written consent.
- 3.5 Licensee shall not directly or indirectly do anything which may jeopardize or adversely affect the distinctiveness or enforceability of the AIR ELITE Mark, or the ownership of, the goodwill associated with, or the validity of any current or future registration for the AIR ELITE Mark.

ARTICLE IV LICENSEE OBLIGATIONS

- 4.1 Licensee acknowledges that the AIR ELITE Mark is associated with first-class services of the highest professional quality, represents enormous goodwill, and is a valuable asset of World Fuel, and further acknowledges that World Fuel has authorized Licensee to use the AIR ELITE Mark hereunder in reliance on Licensee's assurances of first-class service and performance. Licensee shall maintain such high level of quality at all times in connection with its Services offered under the AIR ELITE Mark and products offered at the Premises. Licensee shall develop and maintain the highest standards of customer service and satisfaction and conduct its business in a manner that will promote the confidence of general aviation customers in the AIR ELITE Mark and the services provided thereunder.
- 4.2 Without limiting the generality of the foregoing, Licensee shall at all times during the Term ensure that its operations on the Premises comply with the following, and as may be updated from time to time, with the approval of the Board, and to comply with any further instructions World Fuel may issue from time to time relating to the following:
 - (a) AIR ELITE Network Board Bylaws as set forth in Annex 1;
 - (b) AIR ELITE Standards Checklist as set forth on Schedule A;
 - (c) AIR ELITE Qualifications of Membership as set forth on Schedule B;
 - (d) The annual (calendar year) budget (the "<u>Budget</u>") that shall be mutually agreed by World Fuel and the Board as set forth on <u>Schedule C</u>;
 - (e) AIR ELITE Base Tenant Sharing and Privacy Policy as set forth on <u>Schedule D</u>;
 - (f) AIR ELITE Membership Compliance Policy as set forth on <u>Schedule E</u>; and
 - (g) AIR ELITE Membership Compliance Variance Form as set forth on Annex E-1.
- 4.3 Licensee shall maintain in proper form all manuals, as provided by World Fuel, relating to the AIR ELITE programs.
- 4.4 Licensee shall comply with all applicable laws, ordinances, rules and regulations of governmental authorities having jurisdiction over Licensee's operations and business on the Premises, including without limitation all applicable environmental, worker safety, and wage and hour laws, rules and regulations and industry standards.
- 4.5 World Fuel shall have the right to inspect Licensee's facilities, upon seventy-two (72) hours written notice, to determine whether the Services, Licensee's operation of the Premises, and use of the AIR ELITE Mark comply with the terms and quality standards set forth in this Agreement. World Fuel shall conduct any inspection at a time during normal business hours and in a manner so as not to unreasonably disrupt Licensee's business.
- 4.6 Licensee acknowledges that the Budget (as defined below) may specify payments to be made by each member of the Network to World Fuel which represent each member's share of certain costs and expenses of operating the Network. The parties hereby agree that Licensee is not required to pay any amounts specified therein to World Fuel.
- 4.7 To the extent permitted by applicable law, Licensee agrees that if Licensor provides fuel at the airport where the Premises are located as of the Effective Date, Licensee shall have entered into a fuel supply agreement, whereby Licensor provides bulk fuel to Licensee at the Premises.
- 4.8 To the extent permitted by applicable law, If Licensor does not provide fuel at the airport where the Premises are located as of the Effective Date, and Licensor begins to provide fuel at the airport where the Premises

are located, Licensor agrees to enter into good faith negotiations with Licensee to enter into a fuel supply agreement, whereby Licensor will provide bulk fuel to Licensee at the Premises.

- 4.9 To the extent permitted by applicable law, Licensee agrees it shall participate in the World Fuel Rewards Program Air Elite during the Term. Participation in the program is subject to the terms of this Agreement (Membership Compliance Variance Form Annex E-1 and the World Fuel Program Rules Participating Locations, which are set forth at https://worldfuelrewards.com/worldfuel-program-rules-locations/.
- 4.10 To the extent permitted by applicable law, Licensee agrees that it shall sell fuel to Licensor (if available at the Premises) by entering into a contract fuel agreement on the date hereof with Licensor on Licensor's standard form.
- 4.11 To the extent permitted by applicable law, Licensee agrees that it shall accept cards for payment (e.g., AVCARD® by World Fuel) by entering into a merchant agreement on the date hereof with Licensor on Licensor's standard form.
- 4.12 To the extent permitted by applicable law, Licensee agrees that it shall provide vendor services to Licensee's customer by entering into a vendor agreement on the date hereof with Licensor on Licensor's standard form, which will include reasonable rebates and preferred pricing.
- 4.13 Licensee shall cause its agents, contractors, subcontractors, affiliates and/or third-party vendors to be subject to the terms and conditions of this Agreement, including but not limited to participation in Licensee's affiliate programs for certain World Fuel Contract Fuel and World Fuel Trip Support services, World Fuel Rewards, and AVCARD® by World Fuel.

Vendor shall cause its agents, contractors, subcontractors, affiliates and/or third-party vendors to be subject to the terms and conditions of this Agreement, including but not limited to participation in World Fuel's affiliate programs for certain World Fuel Contract Fuel and World Fuel Trip Support services, World Fuel Rewards, and AVCARD® by World Fuel.

ARTICLE V WORLD FUEL RESPONSIBILITIES

5.1 World Fuel shall provide Licensee marketing, advertising, promotional and brand support in the manner at the time as given to other members of the Network, in material compliance with the Budget. World Fuel shall consult with the Board periodically concerning such advertising and promotional activity.

ARTICLE VI REPRESENTATIONS AND INDEMNIFICATION

- 6.1 Licensee represents and warrants to World Fuel that (a) it is a duly organized and in good standing, and the execution, delivery and performance of this Agreement by Licensee has been duly authorized by all necessary action on the part of Licensee; (b) this Agreement has been duly executed and delivered by Licensee and, with due authorization, execution and delivery by World Fuel, constitutes a legal, valid and binding obligation of Licensee, enforceable against Licensee in accordance with its terms; (c) Licensee's execution, delivery and performance of this Agreement do not: (i) violate, conflict with or result in the breach of any provision of the charter or by-laws (or similar organizational documents) of Licensee; (ii) conflict with or violate any law or governmental order applicable to Licensee or any of its assets, properties or businesses; or (iii) conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation of any contract, agreement, lease, sublease, license, permit, franchise or other instrument or arrangement to which Licensee is a party; (d) it has secured, in its own name, a suitable lease that gives it the right to provide the Services on the Premises during the Term and to comply with its obligations hereunder; and (e) it has experience operating facilities like those to be operated hereunder at the Premises.
- 6.2 World Fuel represents and warrants to Licensee that: (a) it is a duly organized and in good standing, and the execution, delivery and performance of this Agreement by World Fuel has been duly authorized by all

necessary action on the part of World Fuel; (b) this Agreement has been duly executed and delivered by World Fuel and, with due authorization, execution and delivery by Licensee, constitutes a legal, valid and binding obligation of World Fuel, enforceable against World Fuel in accordance with its terms; (c) World Fuel's execution, delivery and performance of this agreement do not: (i) violate, conflict with or result in the breach of any provision of the charter or by-laws (or similar organizational documents) of World Fuel; (ii) conflict with or violate any law or governmental order applicable to World Fuel or any of its assets, properties or businesses; or (iii) conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation of any contract, agreement, lease, sublease, license, permit, franchise or other instrument or arrangement to which World Fuel is a party; (d) it has the right to grant the License; (e) it is the sole and exclusive owner of the AIR ELITE Mark; and (f) to the best of its knowledge, the AIR ELITE Mark does not infringe any valid right of any third party. Other than the warranties set forth in this Section 6.2, World Fuel makes no other representations or warranties with respect to the AIR ELITE Mark.

Each party shall indemnify, defend and hold the other party and its parents, subsidiaries, affiliates, as well as officers, directors, managers, partners, employees and equity holders of the foregoing, harmless from and against any and all claims, costs, demands, liabilities, losses, penalties, suits, actions, judgments, and recoveries (including, without limitation, all court costs and attorney's fees) directly and to the extent arising from or relating to the breach of any representation or terms hereof or otherwise relating to the Services hereunder, including without limitation on account of damage to property or injury (including death) to individuals (including employees or customers of Licensee), except to the extent caused by the negligent or willful acts or omissions of the other party. Where damage to property or injury (including death) is attributable to the joint negligence or willful acts or omissions of World Fuel and Licensee, the indemnifying party shall indemnify the other party in proportion to such party's share of such negligence or willful acts or omissions. Notwithstanding the foregoing, Licensee shall not be responsible for indemnifying World Fuel with respect to any claims arising solely out of the use of the AIR ELITE Mark in full compliance with the terms and conditions of the License herein.

ARTICLE VII CONFIDENTIALITY

- Records Act, O.C.G.A. 50-18-70 et seq., each party shall: (a) safeguard the Confidential Information from unauthorized use or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care; (b) use the Confidential Information solely as necessary and permitted in connection with the exercise of its rights and performance of its obligations under this Agreement; and (c) not disclose Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purpose of such party's exercise of its rights or performance of its obligations under this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and such party's obligations under this Agreement; and (iii) are bound by confidentiality and restricted use obligations at least as protective as the terms set forth herein. The obligations set forth in this Section 7.1 shall remain in effect throughout the Term and for five (5) years thereafter, or in the case of trade secrets for so long thereafter as such information remains a trade secret or subject to protection under applicable laws.
- 7.2 "Confidential Information" means information in any form or medium (whether oral, written, electronic, or other) that is marked or otherwise identified as "confidential" or should otherwise reasonably be understood as such, including data or other information relating to the disclosing party's or technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and any third party data or information that the disclosing party is obligated to maintain in confidence. Confidential Information does not include information the receiving party can demonstrate by written or other documentary records: (a) was rightfully known to the receiving party without restriction on use or disclosure prior to such information's being disclosed or made available to the receiving party hereunder: (b) was or becomes generally known by the public other than by the receiving party or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the receiving party on a nonconfidential basis from a third party not under any obligation to maintain its confidentiality; or (d) the receiving party can demonstrate by written or other documentary records was or is independently developed by the receiving party without reference to or use of any Confidential Information.

- 7.3 "<u>Representative</u>" means all directors, partners, managers, officers, employees, financial advisors, tax advisors, consultants, attorneys, and accountants of the receiving party.
- 7.4 The receiving party shall notify the disclosing party in writing promptly of any unauthorized disclosure or use of the Confidential Information and cooperate with the disclosing party to protect the confidentiality and ownership of all intellectual property, privacy, and other rights therein. If the receiving party or any of its Representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by applicable law, the receiving party shall: (a) promptly, and prior to such disclosure, notify the disclosing party in writing of such requirement so that the disclosing party can seek a protective order or other remedy; and (b) provide reasonable assistance or seeking a protective order or other limitations on disclosure.
- 7.5 Upon termination of this Agreement or earlier request, the receiving party shall return or destroy (as instructed by the disclosing party) all Confidential Information in its possession or control and certify the same.
- 7.6 Notwithstanding anything in this Agreement to the contrary, World Fuel can use Licensee's Confidential Information as needed for the benefit of the Network, but only after Licensee has consented to use of such Confidential Information, which consent will not be unreasonably withheld.

ARTICLE VIII TERMINATION, EXTENSION AND CANCELLATION

8.1 Mutual Termination Rights.

- (a) Either party shall have the right to terminate this Agreement and the License upon written notice to the other party if one party (a) commits a material breach of a provision of this Agreement or material default in the performance of any obligation under this Agreement and (b) such breach or default continues for a period of fifteen (15) days after the non-breaching party delivers written notice to the breaching party reasonably setting the breach or default.
- (b) If Licensee's right to occupy or use a substantial part of the Premises should cease or terminate for any reason, either party may terminate this Agreement and the License at any time upon fifteen (15) days' prior written notice to other party.
- (c) If either becomes insolvent, or a petition in bankruptcy or for reorganization is filed by or against it, or any insolvency proceedings are instituted by or against it, or either party makes an assignment for the benefit of its creditors, is placed in the hands of a receiver, or liquidates its business, the other party may terminate this Agreement and the License immediately upon written notice.
- 8.2 If either party assigns this Agreement without the other party's consent as required herein, the other party may terminate this Agreement and the License immediately upon written notice.
- 8.3 <u>Automatic Extension and Termination</u>. If there is a fuel supply agreement in effect between the parties, the Term of this Agreement will automatically extend to be coterminous with the term of such fuel supply agreement, and, if such fuel supply agreement expires or terminates for any reason and is not renewed, extended or replaced by a new agreement, this Agreement and the License shall terminate automatically. Additionally, if the parties are not able to enter into a fuel supply agreement within twelve (12) months of the start of provision of fuel by Licensor to the airport where the Premises are located pursuant to <u>Section 4.8</u>, this Agreement and the License shall terminate automatically. If there is no fuel supply agreement in effect between the parties, the Term of this Agreement will automatically extend for subsequent terms equal in length to the Initial Term set forth in Section 1.1.
- 8.4 <u>World Fuel Termination Rights.</u> This Agreement may be terminated immediately upon written notice by World Fuel to Licensee upon the occurrence of any of the following events:
 - (a) Licensee abandons the Premises;
 - (b) Licensee breaches any of the provisions of Section 4.2; and

- (c) Licensee uses the AIR ELITE Mark in a manner not expressly authorized herein, or World Fuel reasonably believes Licensee's use of the AIR ELITE Mark is likely to violate the intellectual property rights of another person or Licensee acts in any way which effects or constitutes a sublicense of the License to any other party.
- 8.5 Immediately upon the expiration or termination of the License for any reason, Licensee shall cease and forever refrain from using the AIR ELITE Mark and any logo provided to it pursuant to this Agreement, and shall return to World Fuel all documents, instructions, manuals, logs, software, display items, signage, equipment, and other materials bearing the AIR ELITE Mark.
- 8.6 Upon the expiration or termination of the License, World Fuel may require Licensee to withdraw as a member of the Network and discontinue Licensee's access to related benefits (including, without limitation, advertising, and software discounts).

ARTICLE IX NOTICES

9.1 All required notices, requests, claims, demands, or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given upon receipt if delivered in person, or by overnight courier, or upon the expiration of seven (7) days after the date of posting if mailed by registered or certified mail, postage prepaid, to the parties at the following addresses:

If to World Fuel: c/o World Kinect Corporation

9800 NW 41st Street, Suite 400

Miami, Florida 33178 Attn: Legal Department

Email: LegalNotices@wfscorp.com

If to Licensee: Augusta Aviation Commission

1501 Aviation Way Augusta, GA 30906 Attn: Kenneth L. Hinkle

Notices may also be given in any other manner permitted by law, effective upon actual receipt. Any party may change the address to which notices, requests, demands or other communications to such party shall be delivered or mailed by giving notice thereof to the other parties hereto in the manner provided herein.

ARTICLE X MISCELLANEOUS

- 10.1 <u>Governing Law; Venue.</u> The law of the State of Georgia shall govern this contract between Licensee and World Fuel with regard to its interpretation and performance, and any other claims related to this agreement. All claims, disputes and other matters in question between Licensee and World Fuel arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. Air Elite, by executing this Agreement, specifically consents to jurisdiction and venue in Richmond County and waives any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.
- 10.2 <u>Attorneys' Fees</u>. To the extent enforceable, in the event of any lawsuit between the parties arising out of or relating to the transactions or relationship contemplated by this Agreement, the substantially prevailing party shall be entitled to recover its reasonable costs, including its reasonable attorneys' fees.
- 10.3 <u>No Assignment</u>. Neither this Agreement nor any right or obligation hereunder shall be assigned or delegated, in whole or part, by either party without the prior express written consent of the other, which shall not be unreasonably withheld; provided, however, that World Fuel may, without the written consent of Licensee, assign this Agreement and its rights and delegate its obligations hereunder to an affiliate, or in connection with the transfer or

sale of all or substantially all of its business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement. Any purported assignment in violation of this Section 10.3 shall be void and of no effect.

- 10.4 <u>No Third-Party Beneficiaries</u>. This Agreement is made for the sole and exclusive benefit of Licensee and World Fuel and its affiliates and their respective successors and assigns and is not made for the benefit of any other parties or third parties.
- 10.5 <u>Injunctive Relief.</u> The parties expressly acknowledge and agree that any breach or threatened breach of any of the provisions of <u>Article III</u> (Restrictions of Use), <u>Article IV</u> (Licensee Obligations) or <u>Article VII</u> (Confidentiality) may cause immediate and irreparable harm to the non-breaching party that may not be adequately compensated by damages. Each party therefore agrees that in the event of such breach or threatened breach and in addition to any remedies available at law, the non-breaching party shall have the right to seek equitable relief, including, without limitation, injunctive relief, without the necessity of securing bond, in connection with such a breach or threatened breach.
- 10.6 <u>Independent Contractor.</u> Neither party shall have, or shall represent that it has, any power, right or authority to bind the other party to any obligation or liability, or to assume or create any obligation or liability on behalf of the other party.
- 10.7 <u>Entire Agreement</u>. This Agreement, the Schedules and Annexes hereto, and any fuel supply agreement between the parties, contain the entire agreement of the parties with respect to the subject matter hereof, and no representation, inducement, promise or agreement, oral or otherwise, not embodied in this instrument (including any Schedule), shall be of any force or effect regarding the subject matter hereof. This Agreement supersedes all prior agreements involving the subject matter hereof. This Agreement shall not be changed, modified, discharged, or extended except by written instrument fully executed by World Fuel and Licensee.
- 10.8 <u>No Waiver</u>. No delay, omission, or failure of either party to exercise any right, power or duty given it hereunder or to insist upon strict compliance by the other party with any obligation hereunder, and no custom or practice at variance with the terms hereof, shall constitute a waiver of a party's right to demand the other party's strict compliance with terms hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date set forth above.

| WOR! | LD FUEL SERVICES, INC. | AUGUSTA AVIATION COMMISSION |
|-------------------------|--|-----------------------------|
| By: Malcol Senior | Malcoln Hawkins Bokkayokins 4KW9ZQ33-1376P5YV Vice President, Global Business Aviati | By: Ronic West Chairwoman |
| Approv | ved by: Garnett L. Johnson, Mayor (Au | gusta, Georgia) Date: |
| Atteste | d by: Lena J. Bonner, Clerk of Comm | |

Annex 1

AIR ELITE Network Board Bylaws

Introduction

The Air Elite Network Board (the "Board") is an important component in the communication process between World Fuel Services, Inc., and its Air Elite Network Members. The Board is instrumental in the decision process on brand development, process improvement validation, and in strengthening relationships. Board Members are presented with the opportunity to address important business issues. The Board is best practices shared by successful members and their petroleum supplier and is a basic element in creating Win-Win relationships.

Mission Statement

The Board will represent Air Elite Network Members on business issues, assist in the implementation of strategies and tactics to strengthen the financial viability of all stakeholders in the World Fuel Services, Inc.- Air Elite Network brand, and help to keep World Fuel Services, Inc., and the Air Elite Network Members alert to emerging aviation industry topics.

Purpose

World Fuel Services, Inc. objective in sponsoring the Board is to build and maintain a relationship based on trust, mutual understanding and respect. Board meetings should be viewed as planned, open forums for Board Members to share ideas, provide input and make decisions on improving the Air Elite Network. The objectives include:

- Providing recommendations to World Fuel Services, Inc. regarding new policies, procedures and marketing concepts.
- Sharing best practices with the intent of improving the Air Elite Network overall brand effectiveness.
- Working toward Win-Win solutions with the intent of improving FBO and Marketer's business and developing World Fuel Service, Inc.-Air Elite Network brand value.
- Addressing operating issues and processes confronting FBOs and when appropriate, recommending actions to alleviate or resolve the issues.
- Providing assistance in building and improving the World Fuel Services, Inc.-Air Elite Network brand through local and national programs.

The Board Members represent all Members and perform their duties on behalf of the Air Elite Network. At no time shall their representation be construed as that of an agent for World Fuel Services, Inc. The Board meetings are not intended as forums for negotiation of individual issues or terms; but instead, the Board is responsible for the development of World Fuel Services, Inc. strategy regarding the Air Elite Network.

Eligibility

The following criteria shall determine eligibility for the Board:

FBO Criteria:

- For chains owning multiple FBO sites, the chain will be considered a single entity for the purpose of member eligibility.
- Two Members from the same chain may only serve on the board at one time if they represent different regions, specifically one North American region and one international region.
- No more than one person from a single FBO entity may serve at the same time.

Individual Criteria:

- Must be a principal owner, have equity ownership in the business, an officer of the company or a key management employee.
- Must be willing to devote time and energy to meetings and their preparation.
- Must be willing to participate in additional sub-team work as well as be prepared for leadership duties.
- Must be capable of public speaking.
- Maintain professionalism and objectivity.
- Communicate regularly, with English as the common language spoken/written, at Board Meetings and Network
 meetings and with constituent FBOs and represent their ideas and concerns. World Fuel Services, Inc. may deviate
 from these standards if in its option doing so will better allow the Board to achieve its mission.

Representation

The Board will consist of nine (9) Board Members of which one (1) member shall be an employee of World Fuel Services, Inc. It is desired that the Board structure reflect the diversity of airport size and geographical regions of the Air Elite Network FBOs.

Board Leadership

The Board Chair and Vice Chair are elected by the Board to serve a two-year term. To be eligible to be nominated as the Board Chair or Vice Chair, a Board Member must have served on the Board for at least one year or served previously on the Board. The Board, with majority vote, can elect a Board Chair or Vice Chair with less than one year time served on the Board. The Board Chair and Vice Chair will help facilitate pre-meeting work and will present customer issues at the meetings. The Board Chair is a focal point for communication before, during and after meetings.

Term of Service

The term of a Board Member is two years. Following the Board Member's initial two-year term of service, a Board Member may serve an additional one-year term based on a majority vote of the then current Board Members. Board Members will be able to serve up to three years, consecutively.

Following the Board Chair and Vice Chair two-year term of service, the Board Chair or Vice Chair may serve an additional three (3) - one-year terms based on a majority vote of the then current Board Members. The Board Chair and Vice Chair will be able to serve up to five years, consecutively.

For Board Members, Board Chair and Vice Chair after the completion of their term, two (2) years must elapse before a member is eligible to serve again.

Termination of Service

If at any time the Board feels a particular member is not fulfilling his/her responsibilities, the Board Members, based on a majority vote, can recommend the member be replaced.

Attendance

Board Members are required to attend one (1) of the two (2) in-person Board meetings each calendar year.

Board Members who are absent from two consecutive meetings, may have Board privileges revoked.

Quorum

A majority of the elected Board Members entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of the Board.

Voting

Each Board Member is to have one vote on each matter submitted to a vote at a meeting of the Board, which will represent 75% of the voting block and World Fuel Services, Inc. shall be entitled to a vote, which represents 25% of the voting block on each matter submitted to a vote at a meeting of the Board.

Inspection by Air Elite Network FBOs

The records and the minutes of proceedings of the Board and the committees of the Board shall be open to inspection upon the written demand of any Air Elite Network location at any reasonable time for any proper purpose; such purpose shall be stated in the written request for review. Such inspection by an Air Elite Network Member may be made in person or by agent.

Air Elite Network Members also shall have the right to inspect the original or copy of the Bylaws, as amended to date, and kept at the principal office, at all reasonable times for any proper purpose.

Meetings

Frequency – Web-based conference call meetings will be held approximately every 4-6 weeks, dependent on the need.

Semi-Annual Meetings

There will be a total of two (2) in-person Board meetings each calendar year. One such meeting shall occur during the second calendar quarter to review the previous calendar year's annual membership survey results. The other meeting shall be scheduled during the fourth calendar quarter to review [and approve] the following calendar year's objectives and budget. Pre-Meetings - Board Members should actively participate in building meeting agendas, where appropriate.

Member Expense

World Fuel Services, Inc.-Air Elite Network will reimburse all reasonable expenses related to Board meetings to cover hotel and meal expense. All meeting arrangements will be made through the World Fuel Services marketing department.

Minutes

World Fuel Services, Inc.-Air Elite Network will keep minutes of all meetings. These minutes will be reviewed and approved by the Board and distributed to the Members of the Air Elite Network.

Alteration

The power to alter, amend, or repeal the Board Bylaws or adopt new Board Bylaws shall be vested in two-thirds majority of Air Elite Network Board Members.

Compensation

No salary shall be paid to Board Members.

Confidentiality Agreement

Board Members will be required to sign a confidentiality agreement letter.



AIR ELITE Schedule A - Air Elite Standards Checklist

| Air Elite Member Name | ICAO/IATA: | |
|-----------------------|------------|--|
| | | |
| | | |

Overall Facility Checklist

Facilities at the Premises shall include at a minimum all standards defined below:

| Available Points | Secret Shopper - Audit Points | | Required | Strongly Recom- mended | Comments |
|---------------------|----------------------------------|---|----------|------------------------------|--|
| | | Membership Qualifications - Operations & Services | | | |
| 50 | | Maintain modern, upscale facilities with high end amenities | Х | | |
| 50 | | Practice commitment to continuous training | Х | | |
| 50 | | Offer high-end, well maintained courtesy vehicles (Expectation is new – 4 years): | Х | | Have employee available to transport crew to local destinations only |
| 50 | | Establish and maintain standards on operational safety training (PLST or comparable line training) | Х | | |
| 50 | | Dedicated to evolving the customer service experience | Х | | |
| 50 | | Management to support an engaged and empowered team and create a culture of ownership to execute operational and customer service standards: Front line staff to resolve service breakdowns and go above and beyond for customers | Х | | |
| 50 | | Participate in industry best practices with certifications and program participation (NATA Member, NBAA Member/Exhibits at shows, ISO 9001, IS-BAH or other) | Х | | |
| 50 | | Commit to technology resources to create a seamless customer experience (FBO software to support customer arrival/departure services, Flight Tracking, or other) | Х | | |
| | | Staff capabilities & Crew Spaces | | | |
| 25 | | Staff member to greet passengers / crewmembers at aircraft arrival | Х | | |
| 25 | | Staff available to coordinate crewmembers requests and help with setting up hotel, catering, ground transportation and other requirements (Concierge Service) | Х | | |
| 25 | | Staff available to handle luggage | Х | | |
| 25 | | Operational 24/7 or call-out service available | Х | | |
| 25 | | Line Service Personnel must be NATA Safety 1st Certified or alternate safety training within 90 days of employment | Х | | i.e. NATA Safety 1st certification or equivalent |
| 25 | | Customer service center or area | Х | | |
| 25 | | Separate pilots' lounge and crew snooze room | Х | | |
| 25 | | Private conference room with access to media facilities | Х | | |
| 25 | | Provide private auto parking for passengers and crews-Valet Service | | Х | |
| 25 | | Refreshment area/bar (with coffee) | Х | | |
| | | Conference room | | | |
| 25 | | Telephone with speakerphone capability | Х | | |
| 25 | | Audio and visual capabilities for presentations | Х | | Projector & screen or television monitor |
| | | Restrooms | | | |
| 25 | | Maintain Clean and comfortable restrooms | Х | | |
| 25 | | Provide ammenities - mouthwash, lotion, hairspray, and feminine products | Х | | |



Schedule A - Air Elite Standards Checklist

| Air Eli | te Member Name | | ICAO/ | IATA: |
|---------|--|------|-------|---|
| | | - | | |
| | Air Elite Program Participation Checklist | , | | |
| | Air Elite Program | | | |
| 50 | Air Elite Conference Attendance (One representative to attend annually – One attendee per location or chain if manages the locations represented) | х | | Scheduled for June each year |
| 50 | Air Elite Service Culture Training (Within 1 year of membership. Onsite – 90% of all front-line team members must attend this training) | Х | | |
| 50 | Air Elite Ambassador Call participation: Minimum attendance of 3 out of the 4 calls annually | Х | | Program elements, industry topics, idea sharing and best practices |
| 50 | Air Elite Leadership Call Participation: Minimum attendance to 2 of 3 calls annually | Х | | |
| 50 | Air Elite Network Meeting Attendance prior to Schedulers & Dispatchers, EBACE or NBAA/BACE (One representative to attend one meeting annually) | Х | | Management attendance required at one meeting per year |
| 50 | Completion of World Fuel Aviation Academy - Course 'Air Elite In Every Way' training must be completed for Leader and Ambassador within 90 days of membership) | Х | | New Managers & Ambassadors should be certified within 90 Days |
| 50 | Air Elite optional branding selection: Each member will select four of the branded options that will be maintained at your operation and used in your daily customer service experience (Within 90 days of membership) | Х | | |
| 50 | Air Elite Bonus Counter Sign to educate on the World Fuel Rewards Offer | Х | | |
| 25 | Air Elite Network Locations Video on a lobby monitor (Within 90 days of membership) | х | | |
| 25 | Air Elite logo used in any marketing in print or digital placement by member | | Х | Printed or digital advertising logo use |
| 25 | Air Elite Logo on member's website homepage as a hotlink to www.airelitenetwork.com (Air Elite Brand Guidelines to be adhered) | | Х | |
| | Air Elite Signage and Uniforms | | | |
| | Air Elite Signage | | | |
| 50 | Air Elite Interior sign installation in the customer service area, lobby or pilots lounge (Within 90 days of membership) | Х | | Interior Sign shipped to member |
| 25 | Air Elite Exterior Sign Installed on your airside/arrival side of your facility (Within 1st year of Membership. If airport restrictions apply, you must select 5 of the optional branding items) | х | | World Fuel to determine size and placement with member's coordination |
| 25 | Air Elite pole sign or cabinet sign on building | | Х | If location has control over signage on their property |
| 25 | Air Elite logo on courtesy van and/or refuelers | | Х | If location provides a courtesy vehicle that is under their control |
| | Customer Service and Line Uniforms | | | |
| 25 | Air Elite logo embroidered cap | Х | | Ordered through Air Elite |
| 25 | Air Elite logo on the Name Tag and/or Air Elite Lapel Pin on uniform | Х | | Ordered through Air Elite |
| 1400 | Total Points Available | | | |
| | Air Elite General Manager or Executive | Date | • | |
| | Air Elite Network Diamond Service Auditor | Date | | |

Schedule B

AIR ELITE QUALIFICATIONS FOR MEMBERSHIP

Licensee's Premises shall meet the below minimum Qualifications for Membership or be waived by Air Elite Board Vote:

- ❖ 4,500-feet runway
- ❖ 1M gallons / 2,835,000 liters annual FBO volume and/or an FBO on an airport with at least 20 million gallons / 75,600,000 liters annual commercial business
- Only one Air Elite designation per airport, unless two members mutually agree to operate with the Air Elite designation on the same airport.
- Any present member within the network will be given preference regarding new locations acquired or built, to maintain the consistency of chain locations within the network. When an Air Elite location already exists on an airport where another member desires to expand, through acquisition or new build, the existing member on the airport retains the Air Elite designation.
- ❖ Maintain modern, upscale facilities with high end amenities (see audit form)
- Practice commitment to continuous training
- ❖ Offer high-end, well maintained courtesy vehicles (Expectation is new 4 years):
- Establish and maintain standards on operational safety training (PLST or comparable line training)
- ❖ Dedicated to evolving the customer service experience
- Management to support an engaged and empowered team and create a culture of ownership to execute operational and customer service standards: Front line staff to resolve service breakdowns and go above and beyond for customers
- Participate in industry best practices with certifications and program participation (NATA Member, NBAA Member/Exhibits at shows, ISO 9001, IS-BAH or other)
- Commit to technology resources to create a seamless customer experience (FBO software to support customer arrival/departure services, Flight Tracking, or other)

Schedule C - Air Elite Budget & Benefit Value Statement

| Air Elite Network Shared Benefits | Air E Bene | Elite efit Value | Air Elite Value Per Loc | |
|--|---------------|---------------------|-------------------------------|--------|
| Marketing & Advertising | \$ | 200,000 | \$ | 2,222 |
| Air Elite National Tradeshow Presence, Support & Promotion (Major Shows- S&D, IOC, EBACE, LABACE, BACE, MEBAA, National & International Sponsorships & Events) | \$ | 300,000 | \$. | 3,333 |
| Hosted Network Meetings prior to tradeshows (3), Air Elite Customer Events at shows & Annual Board Meetings (2) | \$ | 95,000 | \$ | 10,556 |
| Membership Benefits Elections - Training, Marketing, World Fuel Rewards, NBAA Trade Shows, World Fuel Software, Carbon Offset, etc. | \$ | 765,000 | \$ | 8,500 |
| Air Elite Service Culture Training Underwriting | \$ | 10,000 | \$ | 1,111 |
| Air Elite Printing (Directory, Postcards, Credo and Training Materials), Promotions and Other (Annual Survey, Customer Experience Survey, Platform) | ey \$ | 100,000 | \$ | 11,111 |
| Air Elite Website Update and Ongoing Support | \$ | 15,000 | \$ | 1,667 |
| Air Elite Conference | \$ | 300,000 | \$ | 3,333 |
| Direct and Allocated World Fuel Staff to manage and support the network programs and promotion: Program Manager, Program Coordinator, Marketing Team Support, FBO optimization, Sales Efforts, Webinars, Communications & Events | \$ | 500,000 | \$ | 5,556 |
| Annual Total Cost | \$ | 2,285,000 | \$ | 47,389 |
| Air Elite Membership Dues Contribution (assumes 90 members average) at \$1,084 USD Per Month | \$ | (1,170,000) | | |
| Remaining Benefit Expense Subsidized by World Fuel Services | \$ | 1,115,000 | | |

cicensee shall pay to WFS the amount of \$1,084/month per Air Elite for each month (or prorated portion thereof) from the Effective Date of the Agreement to the end of calendar year.

Assumes 85 locations

Revised 2.19.2024



Schedule D - Air Elite Base Tenant Sharing and Privacy Policy

- All Air Elite Members will share their base tenant company name, aircraft type, tail number, and limited concierge
 data to build a customized network concierge program that enables networking and communication between
 Members for tenants travelling between Member FBOs.
- World Fuel Services will serve as the "central administrator" and will provide a central repository for the data
- World Fuel Services will facilitate access to base tenant data to all Members of the network using a Concierge platform for the purpose of providing added Air Elite Value to those aircraft operators that are traveling between Air Elite locations. This will develop brand identity and allegiance. The purpose of the Concierge platform will be to provide networking and concierge capability for the network's customer benefit.
 - An Air Elite Agreement Amendment will be executed by each Member prior to inception of the Air Elite Concierge tool
 distribution for all existing Members to clarify the Member responsibility and data use allowances. The Air Elite
 Agreement will be modified for future new Members to establish expectations of this policy.
 - No Direct Prospecting of customers between Members will be allowed. All contact should be Manager to Manager between network Members in regard to Base Tenant contact/communications. Sales team introductions will be made through personal introduction to Base Tenants.
 - Flight Departments operating as base tenants at Air Elite FBO should be offered Air Elite Network information and encouraged to access other Air Elite Network Members when operating into Airports where Member FBOs operate.
 - New Members will be on-boarded with clear expectation that the Air Elite Base Tenant Sharing and Privacy Policy is required for Membership.
- Special incentive programs for Flight Departments and Private Aircraft that frequent/utilize Air Elite FBOs within a specified program can be established with the tracking functionality of a Concierge program.
- World Fuel Services will retain all information and will disperse information on behalf of an Air Elite network for marketing purposes with the approval of each Air Elite Member. Targeted marketing to the network base tenants will be limited to the benefit of the network Members. FBO marketing will be limited and Board will review to determine quantity and purpose of email blasts being sent in a period of time to assure that the content is Air Elite standard with logo and image use within Brand Guidelines.
- The Air Elite Board will continue to direct the development of the data and associated networking capabilities on behalf of Air Elite Members.
- Air Elite has started this WhatsApp group (the "Service") for its members as a more efficient means of communicating about Air Elite program-related matters. By accessing and using the Service, Air Elite Members expressly agree that their usage is subject to the warranties and general restrictions outlined below, any terms of use set forth by WhatsApp, and any and all other laws, regulations, and/or policies and procedures applicable to you. Air Elite Member acknowledge that the Service is a public forum with limited oversight, and accordingly Air Elite Member understands and consents that all communications and/or files created, exchanged, or stored using the Service will be open and viewable to other users of the Service and potentially to third parties.
- Air Elite Member is accessing this Service and utilizing its capabilities on an "as is" basis. Air Elite Member's access to the Service may be blocked, suspended, or terminated permanently at any time for any reason. World Fuel Services does not warrant or guarantee that the Service will be free from security or reliability issues that include, but are not limited to: interception of transmissions; loss of data; introduction of viruses and other programs that may corrupt or damage the device being used to access the Service; unauthorized third parties accessing the Service, Air Elite Member device or files; and/or third-party monitoring of Air Elite Member connection.
- The Service has been created to promote the lawful exchange of information between Air Elite Members regarding the Air Elite program. By using the Service, Air Elite Member expressly agrees that it understands and will comply with all applicable antitrust/competition laws and will not utilize the Service for any improper purpose or in any way that may contravene any applicable laws, including but not limited to antitrust/competition laws. Air Elite Member should always avoid sharing any commercially sensitive information that could potentially violate such laws.
- World Fuel Services (and all World Fuel Services parent, subsidiary, and affiliate entities) disclaims, and you expressly assume, all responsibility, liability, and risk related to Air Elite Member's use of the Service. Accordingly, Air Elite Member expressly agrees that World Fuel Services is not liable for any interception or transmissions, computer worms or viruses, loss of data, file corruption, hacking or damage to your device(s) that result from the transmission or download of information or materials through the Service. Air Elite Member also expressly assumes all liability for any injury or loss that causes or results from inaccurate, unsuitable, offensive, or illegal communications sent through the Service by Air Elite Member or its designee.

Schedule E AIR ELITE Membership Compliance Policy

- Each year the Board will determine the following compliance criteria for the membership for the following year, dependent on the policies and goals of the membership.
- The Air Elite Membership Compliance Policy was established to ensure that all members are actively participating to the benefit of the network
- Non-compliance results in reduction of financial benefit elections based on the continuation of any non-compliant criteria in future years
- Dependent on the number of non-compliance count the member will become 'suspended' until compliance is reached or withdraws from network
- Table was established in February 2021
- Air Elite Membership Compliance Policy will be communicated to all members each year with compliance annual letter

| Member Compliance Status | Annual Compliance Year 1 | Annual Compliance Year 2 | Annual Compliance Year 3 |
|--------------------------------|--|---|--|
| One non-compliance* | Letter from board warning of action based on member's compliance status in Year 2. Effective January | Removal of one benefit election. Effective January | Removal of one benefit election. Effective January |
| Two non- compliances* | Removal of one benefit election. Effective January | Removal of two benefit elections. Effective January | Removal of two benefit elections. Effective January |
| Three or more non-compliances* | Removal of two benefit elections. Effective January | Probation** remain in place for the full year until membership compliance is met. Effective January of the first year after a member has three or more non-compliances in the preceding year (Air Elite dues, designation in World Fuel systems, membership access, and attendance remain in force during the probationary year) | Termination*** from network. Effective January of the second year after a member has three or more non-compliances in the preceding two years (Air Elite dues, designation in World Fuel systems, membership access and benefits terminated in the first month of the following year) |

^{*}After approved variances

Definition of terms and timeline: The term 'Year' represents a calendar year in the table above. This table is shown as an example for the upcoming three-year timeline. These 'Years' also represent the timeline for each member, as a consecutive timeline if compliance criteria are not met each year sequentially in the future (Year 1, Year 2, Year 3). New members will start with Year 1 representing their first full calendar year of membership. Fully compliant members are not represented in the table and will earn full membership benefit elections each year, as part of their compliant membership standing.

• Therefore, if a member were to be non-compliant with three membership compliance criteria in Year 1, the result will be that two benefit elections will be removed the following Year 2. If this member remains non-compliant with three membership compliance criteria in Year 2, the member will be notified and enter probationary status with a contract executed detailing the commitment to be fully

- compliant with membership in the probationary year, Year 3. If this same member remains non-compliant with three membership compliance criteria in Year 3, the member will be notified of their Air Elite membership termination and removed from the network in January of the following Year 4.
- Each member will only receive one (1) warning letter from the board over the life of their membership. After the one warning letter, if compliance is not met in any following year, the member will move to 'Year 2' compliance policy status.
- The Air Elite Variance Request Form remains in place for extenuating or unforeseen circumstances and will be reviewed by the board to determine if a variance for the member will be granted. The Variance Request Form will continue to be used for consideration of a member's valid reason for not meeting a specific network compliance criterion.

**Probation: Member will continue to be invoiced and pay their monthly membership dues. Member will participate in all network required compliance criteria and remain designated in all World Fuel Services systems as an Air Elite location. A signed contract between the Air Elite Board and member will be executed with expectations to meet full compliance during the probationary year. If full compliance is not met in this probationary year, the member will be moved to termination status.

***Termination: Member will no longer be invoiced membership dues. Member will no longer be able to participate in any network activities. All branded materials, including interior/exterior signage and brand standards will be removed from the facility. All designations as an Air Elite location in World Fuel Services systems will be removed, including marketing material and the Air Elite website.



Membership Compliance Variance Form – Annex E-1

| Me | mber Location: | | Date: |
|-----------------|--|---------------------------|--|
| Address: | | | City: |
| State/Province: | | Country: | Zip/Postal Code: |
| Со | ntact Name: | Contact Title: | |
| Со | ntact Email: | Direct Phone: | |
| crit | | | rs of the Air Elite Network, enforcement of membership letter, which details your location's membership criteria |
| | If you are currently fully compliant, this vari | iance form is not require | ed to be completed. |
| | If you are not currently compliant and you very please detail your plan to become compliant. | | extension to meet the network compliance criteria, ance date. |
| | If you are not currently compliant and you detailed explanation as to why you are una | | e able to comply with all the 2023 membership criteria, a sted. |
| | e Air Elite Board will review all variance requests sairelite@wfscorp.com within 30 days of receip | | |
| <u>Att</u> | endance Requirements: | | |
| • | Air Elite Ambassador Appointed (Within | n 30 days of membe | rship): |
| | Date of compliance: | | |
| • | Air Elite Difference Training on World Femembership): | uel Academy (Leade | er and Ambassador to complete within 90 days of |
| | Date of compliance: | | |
| • | Leadership Call participation: Minimum proxy may attend in their place): | of 2 out of the 3 cal | lls annually (If the Leader is unable to attend, a |
| | Date of compliance: | | |



Attendance Requirements - Continued:

| • | Ambassador Call participation: Minimum of 3 out of the 4 calls annually (If the Ambassador is unable to attend, a proxy may attend in their place): |
|------------|---|
| | Date of compliance: |
| • | Annual Air Elite Network Meeting Attendance prior to Schedulers & Dispatchers, ABACE, EBACE or NBAA/BACE (One representative to attend one meeting annually): |
| | Date of compliance: |
| • | Air Elite Conference Attendance (One Leader and one Ambassador representative to attend annually – Total of two per location or chain): |
| | Date of compliance: |
| • | Air Elite Service Culture Training (Within 1 year of membership. Onsite – 90% of all front-line team members must attend this training): |
| | Date of compliance: |
| • | Air Elite Bonus supported by World Fuel Rewards Loyalty program (Minimum purchase of annual points and participation in the network loyalty to create consistency): |
| | Date of compliance: |
| <u>Bra</u> | anding Requirements: |
| • | Recommended: Air Elite Logo on member's website homepage as a hotlink to www.airelitenetwork.com (Air Elite Brand Guidelines to be adhered): |
| | Date of compliance: |

of



Branding Requirements - Continued:

| • | Air Elite Interior sign* installation in the customer service area, lobby or pilots lounge (Within 90 days membership: |
|---|--|
| | Date of compliance: |
| • | Air Elite Diamond Display* in lobby or customer service area (Within 90 days of membership): |
| | Date of compliance: |
| • | Air Elite Lobby Banner with Air Elite Bonus* or Air Elite Network Locations Video* on a lobby monitor (Within 90 days of membership): |
| | Date of compliance: |
| • | Air Elite Exterior Sign* Installed on your airside/arrival side of your facility (Within 1st year of Membership. If airport restrictions apply, you must select 5 of the optional branding items): |
| | Date of compliance: |
| • | Air Elite optional branding selection: Each member will select four of the branded options that will be maintained at your operation and used in your daily customer service experience (Within 90 days of membership.): |

1. Air Elite or Co-branded Carpet

3. Air Elite or Co-branded Umbrellas

2. Air Elite or Co-branded Caps by member

*Four Air Elite required branding items

Date of compliance:

8. Air Elite Diamond Pens

We value your participation and dedication to the Air Elite branding and membership criteria.

Thank you for your continued engagement in your Air Elite Membership. Any questions regarding compliance please contact the Air Elite Team at wfsairelite@wfscorp.com.

^{4.} Air Elite Logo in email signature

^{5.} Air Elite Brakes on/off aircraft signs

^{6.} Air Elite or Co-branded Coffee mugs

^{7.} Air Elite Lapel Pins