



TERMS AND CONDITIONS FOR AIRCRAFT OPERATORS USE OF THE AVCARD CHARGE CARD

COVERAGE

These terms and conditions cover the Aircraft Operator's use of the AVCARD, hereafter referred to as the "Card" or "Cards". The term "Aircraft Operator" used here means the person, firm, corporation and partnership, foreign or domestic, which submitted the Credit Application requesting the issuance of the Cards.

The term Credit application used here means the form completed by the Aircraft Operator and submitted to Kropp Holdings, Inc. (AVCARD). The term "Card" means each credit card bearing the AVCARD trademark or any other credit card which may be, by any other name, issued by AVCARD.

ACCEPTANCE OF THESE TERMS AND CONDITIONS

Either the Aircraft Operator's acceptance of a Card or use or signature on a Card, by or on behalf of the Aircraft Operator constitutes the Aircraft Operator's agreement to be bound by these terms and conditions governing the use of the Card.

The Aircraft Operator may terminate this agreement by cutting in half and returning each Card to AVCARD, but will still be liable for purchases made with any Card before AVCARD's receipt of any Card (see Notices below)

CREDIT

To the extent that AVCARD extends credit terms to the Aircraft Operator, and notwithstanding any terms to the contrary in any written agreement or purchase order, the Aircraft Operator's outstanding balance shall never exceed the credit limit specified by AVCARD. Availability under the credit limit shall be calculated by adding the total of the invoiced balance, plus the good faith estimate of the dollar amount of goods and services obtained and utilized but not yet billed to the Aircraft Operator, and subtracting the same from the Aircraft Operator's total credit limit. AVCARD reserves the right to modify or cancel the credit limit or credit terms provided to the Aircraft Operator at any time, in its sole discretion upon notice to the Aircraft Operator. The Aircraft Operator's complete compliance with the foregoing provision shall be a condition precedent to AVCARD's obligation to extend credit under these Terms and Conditions.

USE OF CARDS

A Card may not be used after any expiration date appearing on the face of the Card.

A Card is valid only for the purchase of goods and services which AVCARD from time to time advises Aircraft Operator may be obtained with Cards. AVCARD reserves the right to deny authorization for any requested purchase.

AVCARD reserves the right, in addition to all other rights and remedies available to it under the law, in equity or otherwise, to suspend the use of the Card, and demand payment of all outstanding balances, if the Aircraft Operator fails to make any payment as herein provided, if the Aircraft Operator's outstanding balances exceed the applicable credit limit, or if AVCARD, in its sole discretion, at any time deems itself insecure with regard to the creditworthiness or financial condition of the Aircraft Operator.

PAYMENT FOR CHARGES

The term "Charges" means when used in these terms and conditions all amounts including taxes representing the purchase price of goods and services obtained by or on the behalf of the Aircraft Operator with the use of a Card. The Aircraft Operator is responsible for all Charges made with all Cards.

The Aircraft Operator will receive a weekly billing register showing current charges. In each case, the Aircraft Operator agrees to pay AVCARD in the currency specified on the bottom of the billing register in accordance with the payment terms thereon. Currently, AVCARD's terms are net 14 days. A two percent (2%) per month late payment penalty shall apply after 14 days to any amount not paid by the next due date of the respective weekly billing register. The Aircraft Operator also agrees to pay any reasonable attorney's fees and court costs if any unpaid amount due hereunder is placed for collection.

Payment by check or bank draft must be payable directly within the United States banking system for all USD billing registers and the Canadian banking system for all CAD billing registers. Payment by funds transfer in USD or CAD shall be free and clear of all cardholders banking fees or charges. AVCARD reserves the right to collect from the Aircraft Operator any fees or charges associated with payments not made in accordance with the before mentioned requirements for checks, bank drafts and/or funds transfers.

CHARGES IN FOREIGN COUNTRIES

A charge made in a foreign country will be converted into U.S. dollars. The conversion rate will be at least as favorable to the Aircraft Operator as an interbank rate or, where required, an official rate which rate is in existence within twenty-four hours of the time that the Charge is processed by AVCARD plus 2% of the converted amount.

LOST OR STOLEN CARDS

The Aircraft Operator shall be responsible for all purchases made with the Card from the date of issuance until the Aircraft Operator reports that Card is Lost, stolen, misplaced, or canceled by calling AVCARD at this telephone number: 1-800-892-4200. This number is available 24 hours a day. After the date of the aforesaid report, the Aircraft Operator shall have no responsibility for purchases made with the Card reported as lost, stolen, misplaced, or canceled.

ASSIGNMENT

AVCARD may from time to time assign all or any part of its right, title and interest arising out of issuance and use of Cards, including prior written notice to Aircraft Operator by such assignee(s) or by AVCARD shall be absolute and unconditional and shall both be subject to any defense or setoff.

CHANGING THESE TERMS AND CONDITIONS

AVCARD has the right to change these terms and conditions and the terms and conditions of payment for charges at any time and will notify the Aircraft Operator in writing of any changes. The Aircraft Operator's continued possession or use of any Card shall constitute the Aircraft Operator's acceptance of the changed terms and conditions.

OWNERSHIP OF CARD

AVCARD remains at all times the owner of any card issued by AVCARD. AVCARD may revoke the right to use any Card at any time, without cause and without notice. AVCARD may notify firms accepting the Card not to accept a revoked Card and if asked by any firm, the Aircraft Operator agrees that it or its representative will give any revoked Card to the firm. The Aircraft Operator agrees to return to AVCARD at its request any revoked or expired Card.

COMMERCIAL LOAN

The Aircraft Operator warrants that the extension of credit by AVCARD through the use of the Card is a Commercial Loan within the meaning of Title 12 of the Commercial Law Article of the Annotated Code of Maryland (2000) Replacement Volume, as amended, and that all such extensions of credit to Aircraft Operator will be used solely to carry on a business or commercial enterprise.

CHOICE OF LAW; JURISDICTION; VENUE

This agreement is made, and the conduct and relationship of the parties shall be governed by, and all disputes shall be determined in accordance with the internal laws of the State of Maryland or Virginia. The parties hereby agree and consent that all claims or disputes arising out of this agreement shall be instituted in the courts of Maryland or Virginia, and neither party shall plead forum non conveniens, each party having agreed that venue shall lie only in the aforesaid courts.

NOTICES

Notices, return of Cards or other communications shall be sent to: 9800 NW 41st Street, Miami, FL 33178, Attention: Customer Setup, via certified or registered mail, overnight courier, telefax, or telegram except that any return of Cards must be made by certified mail, return receipt requested. For questions call (305) 351-4488.