

IN THE CIRCUIT COURT FOR THE
ELEVENTH JUDICIAL CIRCUIT IN AND
FOR MIAMI-DADE COUNTY, FLORIDA

Associated Energy Group, LLC,
a Texas limited liability company,

CASE NO.

Plaintiff,

vs.

Michigan Appearances, LLC
and TBE Aviation LLC,

Defendants.

_____ /

COMPLAINT

Plaintiff, ASSOCIATED ENERGY GROUP, LLC (“AEG” or “Plaintiff”), by and through undersigned counsel, sues Defendants, Michigan Appearances, LLC and TBE Aviation LLC, (“Defendants” or “Michigan Appearances” and “TBE”), and alleges as follows:

NATURE OF THE ACTION

1. This is a civil suit brought by AEG against Defendants to recover damages in excess of US \$136,740.69 due and owing to AEG by Michigan Appearances and TBE and arising from Michigan Appearances’ breach of their agreement with AEG for the sale and delivery of aviation fuel and services by AEG to Michigan Appearances, (hereinafter “Agreement”). The Agreement is confirmed by the respective AEG invoices (“Invoices”), attached hereto as composite **Exhibit 1**, which were provided to Michigan Appearances for payment, and by AEG’s General Terms and Conditions, attached hereto as **Exhibit 2**, which constitutes the Agreement between the parties which are incorporated in each of the Invoices. Michigan Appearances has materially and repeatedly defaulted on its payment obligations under the Agreement to compensate AEG for the fuel and services provided and invoiced by AEG

between October 31, 2024, and June 06, 2025. The total amount due and owing for fuel and services sold and delivered currently exceeds \$136,740.69 USD. Michigan Appearances placed the orders for fuel with AEG in various locations in the United States, Italy, the United Kingdom, Iceland, Ireland, Mexico, and the fuel and services were provided as requested by AEG to Michigan Appearances. In turn, Michigan Appearances failed and refused to pay for the fuel and services, in breach of the Agreement. Based on Michigan Appearances' repeated failures to comply with its obligations, AEG seeks this Court's intervention and relief to fully compensate AEG for the losses and damages it has sustained.

THE PARTIES, JURISDICTION, AND VENUE

2. Plaintiff, Associated Energy Group, LLC, is a limited liability company that has been at all times pertinent hereto organized and existing under the laws of the State of Texas, and registered to do business in the State of Florida with its principal place of business in Miami-Dade County, Florida.

3. Defendant Michigan Appearances Airlines, LLC, is a limited company that, at all times pertinent hereto, has been and is organized and existing under the laws of the State of Nevada.

4. Defendant TBE Aviation LLC, is a limited company that, at all times pertinent hereto, has been and is organized and existing under the laws of the State of Nevada with its main office located at 4720 Laguna Vista Street, Las Vegas, Nevada.

5. This Court has jurisdiction over this matter because the parties have agreed, under the Agreement, to the jurisdiction of the Florida Courts over any and all disputes arising out of or under the Agreement.

6. Venue is proper because a substantial and material part of performance under the Agreement is due to AEG in Miami-Dade County and pursuant to the venue provision in the AEG Terms and Conditions, which indicated Miami-Dade, Florida as the venue.

7. AEG has suffered damages as a direct result of the acts and omissions by Defendant asserted in this Complaint in excess of \$ 136,740.69 USD.

FACTUAL BACKGROUND

8. AEG is an aviation fuel and services provider which delivers fuel and service to a variety of corporate, commercial, Fixed Based Operator (“FBO”), and government clients at 3000+ locations around the world.

9. AEG, headquartered in Miami, USA, supports Michigan Appearances’ aviation activities around the world.

10. AEG and Michigan Appearances entered into the Agreement, wherein AEG agreed to extend credit to Michigan Appearances in connection with Michigan Appearances’ purchase of aviation fuel products, related goods, and services sold and delivered by AEG to the aircraft leased by Michigan Appearances and owned by Defendant TBE Aviation, which was received and accepted by Michigan Appearances.

11. After the fuel and services at issue here were provided to and received by Michigan Appearances, AEG invoiced Michigan Appearances for all sums due and owing for the furnished fuel and services, as detailed by the Invoices.

12. The Invoices evidence each of the transactions related to the refueling of Michigan Appearances from October 31, 2024, and June 06, 2025, at multiple locations.

13. The AEG General Terms and Conditions are binding and applicable to all purchases between AEG, including AEG’S subsidiaries, and its customers.

14. Despite repeated demands by AEG, Michigan Appearances failed and refused to pay for the aviation fuel provided to Michigan Appearances by AEG.

15. At present, the balance of US \$136,740.69 is due and owing by Michigan Appearances to AEG, plus interest, costs, late fees and attorney's fees.

16. Because of Michigan Appearances' failure to pay AEG, AEG has suffered both general and special damages.

17. All conditions precedent to the maintenance of this civil action have occurred, been performed, or have been waived.

18. AEG has retained the undersigned attorneys to represent AEG in the prosecution of this action and is obligated to pay its attorneys their reasonable fees and expenses.

COUNT I – BREACH OF AGREEMENT AGAINST MICHIGAN APPEARANCES

19. AEG incorporates and re-alleges paragraphs 1-18 as if fully set forth herein.

20. AEG and Michigan Appearances entered into the Agreement whereby AEG agreed to sell and deliver fuel to Michigan Appearances.

21. All sales and delivery of jet fuel between AEG and Michigan Appearances in this case are governed by the AEG bidding General Terms and Conditions.

22. Pursuant to the Agreement governed by AEG General Terms and Conditions, invoices are payable on or before the due date specified in the invoice, and “any claims arising from any invoice must be delivered to AEG within ten (10) days of the invoice date, [and] in the event the customer fails to dispute the invoice within the ten (10) days, the invoice shall be deemed correct and payable.”

23. By the delivery of fuel to Michigan Appearances and the payable Invoices billed to Michigan Appearances, Michigan Appearances is legally bound to make timely and full payment pursuant to the agreement with AEG.

24. Michigan Appearances materially breached its obligations under the agreement to make timely payments as required.

25. AEG fully complied with all of its obligations under the Agreement.

26. As a result of these breaches, AEG has suffered damages in the amount of US \$136,740.69 for sums due and owing under the Agreement, interest as outlined by contract, travel and lodging in connection with the extension and the attempts to obtain payment, extraordinary audit costs, court costs and attorney's fees.

WHEREFORE, Plaintiff, ASSOCIATED ENERGY GROUP, LLC, demands judgment against Defendant, MICHIGAN APPEARANCES, LLC, for damages in an amount in excess of US \$136,740.69 for Michigan Appearances's breach of Agreement, plus prejudgment interest, attorney's fees, costs, and all such other relief this Court deems just, fair, and equitable.

**COUNT II – GOODS SOLD AND DELIVERED AGAINST MICHIGAN
APPEARANCES**

27. AEG incorporates and re-alleges paragraphs 1-18 as if fully set forth herein.

28. Michigan Appearances owes AEG an amount in excess of US \$136,740.69 plus interest and late fees, which was due ten (10) days of the date of each Invoice, for aviation fuel and services which AEG delivered to Michigan Appearances.

29. The price for the fuel delivered by AEG to Michigan Appearances was agreed between the parties and the goods at issue were sold at a reasonable value. Michigan

Appearances benefited from the fuel sold and delivered by AEG and, accordingly, owe AEG the total amount of US \$136,740.69 as set forth in the Invoices, which is past due, plus interest.

WHEREFORE, Plaintiff, ASSOCIATED ENERGY GROUP, LLC, demands judgment against Defendant, MICHIGAN APPEARANCES AIRLINES S.R.L., for damages in the amount of US \$136,740.69 plus prejudgment interest, attorney's fees, costs, and all such other relief this Court deems just, fair, and equitable.

COUNT III – ACCOUNT STATED AGAINST MICHIGAN APPEARANCES

30. AEG incorporates and re-alleges paragraphs 1-18 as if fully set forth herein.

31. Prior to the institution of this action, AEG and Michigan Appearances entered into the Agreement governed by the AEG General Terms and Conditions, pursuant to which each party agreed on the reasonable amount to be paid for the fuel and fuel services provided.

32. AEG promptly rendered each of the Invoices as fuel was provided and Michigan Appearances has never objected to any of the Invoices or any of the amounts set forth in any Invoice. *See Exhibit 1.*

33. Michigan Appearances benefited from the fuel sold and delivered by AEG and, accordingly, owe AEG the total amount of US \$136,740.69 as set forth in the Invoices, which is past due, plus interest.

WHEREFORE, Plaintiff, ASSOCIATED ENERGY GROUP, LLC, demands judgment against Defendant, MICHIGAN APPEARANCES AIRLINES S.R.L., for damages in the amount of US \$136,740.69 plus prejudgment interest, attorney's fees, costs, and all such other relief this Court deems just, fair, and equitable.

COUNT IV – UNJUST ENRICHMENT AGAINST ALL DEFENDANTS
(in the alternative)

34. AEG incorporates and re-alleges paragraphs 1-18 as if fully set forth herein.

35. AEG furnished fuel and services to Defendant.

36. Defendant knew of, accepted and retained the benefit of the fuel and services furnished by AEG without providing compensation for the fuel and services.

37. Specifically, Defendant benefited from the Fuel provided by AEG because Defendant cannot operate the aircraft without fuel.

38. Defendant has failed and refused to pay AEG for the fuel provided, despite repeated demands.

39. Defendant wrongfully received over US \$136,740.69 in value of fuel and services provided to Defendant without providing compensation to AEG for said fuel and services. Defendant would be unjustly enriched should it be allowed to withhold payment to AEG.

40. It would be inequitable for Defendant to retain the benefit conferred—the fuel and fuel services provided—without paying the value thereof.

41. AEG has no adequate remedy at law.

42. As a result of the foregoing, AEG has suffered damages.

WHEREFORE, Plaintiff, ASSOCIATED ENERGY GROUP, LLC, demands judgment against Defendant, MICHIGAN APPEARANCES AIRLINES, LLC, and TBE, for damages in the amount of US \$136,740.69 plus prejudgment interest, attorney's fees, costs, and all such other relief this Court deems just, fair, and equitable.

COUNT V – QUANTUM MERUIT AGAINST ALL DEFENDANTS
(in the alternative)

43. AEG incorporates and re-alleges paragraphs 1-18 as if fully set forth herein.

44. AEG conferred benefits upon Defendants by supplying fuel to the aircraft leased by Michigan Appearances from TBE.

45. Defendants had knowledge of these benefits and accepted them.

46. Defendants have failed and refuse to pay AEG for the fuel, despite repeated demands.

47. The reasonable value of the fuel provided, for which AEG has not been paid, is US \$50,965.26

48. As a direct and proximate result of Defendant's failure to pay for the fuel received, AEG has suffered damages.

WHEREFORE, Plaintiff, ASSOCIATED ENERGY GROUP, LLC, demands judgment against Defendant, MICHIGAN APPEARANCES AIRLINES, LLC, and TBE, for damages in the amount of US \$136,740.69 plus prejudgment interest, attorney's fees, costs, and all such other relief this Court deems just, fair, and equitable.

COUNT VI – FORECLOSURE OF LIEN AGAINST ALL DEFENDANTS

49. AEG incorporates and re-alleges paragraphs 1-18 as if fully set forth herein.

50. Michigan Appearances is the lessee of the following Aircraft:

AIRCRAFT:	GULFDYTREAM AEROSPACE G-IV
REGISTRATION NUMBER:	N305DG
SERIAL NUMBER:	1139
REGISTERED OWNER:	TBE AVIATION LLC
4720 Laguna Vista Street Las Vegas, Nevada 89147-6043	

(referred to as the "Aircraft").

51. AEG furnished aviation fuel and services to Michigan Appearances and to the above Aircraft in accordance with the terms and conditions of the Agreement between AEG and Michigan Appearances, which were accepted by Michigan Appearances. However, Michigan Appearances has refused to meet its payment obligations in AEG's favor.

52. After the fuel at issue here was provided to and received by Michigan Appearances and the Aircraft, AEG invoiced Michigan Appearances for all sums due and owing for the furnished fuel and services, as detailed by the Invoices.

53. As a direct and proximate result of Defendant' failure to pay for the fuel received, AEG has suffered damages in excess of US \$136,740.69, associated with the fuel and services provided by AEG to Michigan Appearances' leased aircraft.

54. As a result of Defendant' failure to pay, AEG was entitled, pursuant to Texas Property Code § 70.302, to file and did file a Verified Claim of Lien with the State of Texas on May 30, 2025 against Michigan Appearances' leased aircraft ("Claim of Lien"). True and correct copy of the Claim of Lien is attached hereto as **Exhibit 3**.

55. Plaintiff brings this action to foreclose upon its Claim of Lien pursuant to the provisions of Texas Property Code § 70.302.

56. Pursuant to the Agreement and Texas Property Code § 53.156, Plaintiff is entitled to recover attorneys' fees and costs incurred in bringing this action.

57. Plaintiff is entitled to enforce its Claims of Lien under Texas's Lien Law for all sums remaining owing to it under the Agreement with Michigan Appearances.

WHEREFORE, Plaintiff, ASSOCIATED ENERGY GROUP, LLC, demands judgment against Defendant, MICHIGAN APPEARANCES AIRLINES, LLC, and TBE, and requests the Court to:

- a) adjudicate the amount due to AEG by Michigan Appearances;
- b) adjudicate that AEG has valid and existing Claim of Lien on the interest of MICHIGAN APPEARANCES, LLC, and TBE in the property described herein, for the amount of AEG's claim with interest, costs and attorney's fees;

c) decree that all persons claiming under MICHIGAN APPEARANCES AIRLINES LLC, and TBE, subsequent to the filing of the Claim of Lien, and every person whose conveyance or encumbrance is subsequent to, or subsequently recorded, filed or docketed be forever barred and foreclosed of all right, claim and lien and equity of redemption in the real property and any part hereof; and,

d) decree that the interest of MICHIGAN APPEARANCES AIRLINES LLC, and TBE, be sold at public sale; that the proceeds arising from the sale be brought to the Clerk of the Court; that AEG be paid from the amount adjudged, including attorneys' fees and costs, to be due it, together with such other relief as the Court deems just, equitable and proper and such other relief as this Court deems just, fair, and equitable.

Dated this 17 day of June 2025.

Respectfully submitted,

LAWSON HUCK GONZALEZ, PLLC

/s/ Harold E. Patricoff

HAROLD E. PATRICOFF

Florida Bar No. 508357

HILARY ANNE SCHEIN

Florida Bar No. 1019115

INDRA CANTILLO MEJUTO

Florida Bar No. 1058444

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hep@lawsonhuckgonzalez.com

hilary@lawsonhuckgonzalez.com

indra@lawsonhuckgonzalez.com

Counsel for Plaintiff

EXHIBIT 1

Finance Charge

Associated Energy Group
PO Box 5606
Stateline, NV 89449 USA

Page: 1

Number: 0000001451

Date: 6/6/2025

Salesperson:

Customer: 50772

Sales Order: <-None->

Sold To	Ship To
Michigan Appearance LLC, 3753 Howard Hughes parkway SE Las Vegas, NV 89169 USA	Michigan Appearance LLC, 3753 Howard Hughes parkway SE Las Vegas, NV 89169 USA

Customer P.O.	Ship Via	F.O.B	Terms
			Net 1 Day

Item	Description	Qty Shipped	Price	Amount
Sales Order: <-None->				
OTHER	May 2025 Late Fees & Interest	1.000	1,727.03000	1,727.03
OTHER	Finance Chg Flat Amount	1.000	1,900.00000	1,900.00

LAST ITEM

Subtotal	3,627.03
Freight	0.00
Sales Tax	0.00
Trade Discount	0.00
Payment/Credit Amount	0.00
Additional Charges	0.00

Contact: Arthur "AJ" Ramey

Balance	USD	3,627.03
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Finance Charge

Associated Energy Group
PO Box 5606
Stateline, NV 89449 USA

Page: 1

Number: 0000001355

Date: 5/12/2025

Salesperson:

Customer: 50772

Sales Order: <-None->

Sold To	Ship To
Michigan Appearance LLC, 3753 Howard Hughes parkway SE Las Vegas, NV 89169 USA	Michigan Appearance LLC, 3753 Howard Hughes parkway SE Las Vegas, NV 89169 USA

Customer P.O.	Ship Via	F.O.B	Terms
			Net 1 Day

Item	Description	Qty Shipped	Price	Amount
Sales Order: <-None->				
OTHER	April 2025 Late Fees & Interest	1.000	1,727.03000	1,727.03
OTHER	Finance Chg Flat Amount	1.000	1,900.00000	1,900.00

LAST ITEM

Subtotal	3,627.03
Freight	0.00
Sales Tax	0.00
Trade Discount	0.00
Payment/Credit Amount	0.00
Additional Charges	0.00

Contact: Arthur "AJ" Ramey

Balance	USD	3,627.03
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**ASSOCIATED ENERGY GROUP, LLC**

8686 New Trails Drive

Suite 170

The Woodlands, TX 77381

USA

BILL TO:

Michigan Appearance LLC,
3753 Howard Hughes parkway SE
Las Vegas NV USA 89169

Invoice

Invoice #	2156419
Invoice Date	11/18/2024
Terms	NET60
Due Date	01/17/2025
Currency	USD
Customer #	50772
Page	1

SERVICE LOCATION :**Airport:** LLBG - TEL AVIV, IL

No	Trans.Date	Item Desc hk	Ref. #	Equip. ID	Flight #	Qty	UOM	Unit Price	Extended Price
1	10/30/2024	GROUND HANDLING	000001602 6	N305DG		1.000	QTY	10454.80	10,454.80
2	10/30/2024	ADMINISTRATION FEE	000001602 6	N305DG		10,454.800	QTY	0.120000 *	1,254.58
Item Sub Total									11,709.38

User Id: Jessica Beason Phone: (281) 362-9988

Comments:**Total Due: \$ 11,709.38**

This invoice incorporates by reference Associated Energy Group, LLC's General Terms and Conditions AEG-Fuels_General_Terms_Condition.pdf (aegfuels.com), which customer acknowledges it has read and accepted, including, specifically, Section 12 entitled Governing Law, Jurisdiction and Venue and Section 32 entitled Extraterritorial Effect of Texas Property Code Section 70.301 et seq. Any and all claims and disputes must be made within 10 days of receipt of invoice to csr@aegfuels.com otherwise it is deemed accepted.

PAYMENT DISCLAIMER: To maintain security in your transactions with AEG, and to ensure your successful payment of this invoice, please NEVER accept any changes to banking detail instructions, or payment remit information via email, without first contacting your AEG representative to verbally confirm any changes to this information. Please immediately report any suspicious emails you receive from AEG asking you to change bank details of payment remittance.

REMIT USD WIRE TO: PNC Bank N.A. ACCT: Associated Energy Group LLC. ACCT #: 1241209256, ABA: 043000096, SWIFT: PNCCUS33. REMIT CHECK TO: Associated Energy Group LLC, 701 Waterford Way, Suite 490, Miami, FL 33126, USA.

**ASSOCIATED ENERGY GROUP, LLC**

8686 New Trails Drive

Suite 170

The Woodlands, TX 77381

USA

BILL TO:

Michigan Appearance LLC,
3753 Howard Hughes parkway SE
Las Vegas NV USA 89169

Invoice

Invoice #	2164026
Invoice Date	11/24/2024
Terms	NET60
Due Date	01/23/2025
Currency	USD
Customer #	50772
Page	1

SERVICE LOCATION :**Airport:** KTEB - TETERBORO, NJ

No	Trans.Date	Item Desc hk	Ref. #	Equip. ID	Flight #	Qty	UOM	Unit Price	Extended Price
1	10/27/2024	JET FUEL - KTEB	TEB9424	N305DG		2,935.000	USG	5.213800 *	15,302.50
2	10/27/2024	ADMINISTRATION FEE	TEB9424	N305DG		2,173.280	QTY	0.120000 *	260.79
3	10/27/2024	LAVATORY	TEB9424	N305DG		1.000	QTY	125.000000	125.00
4	10/27/2024	Miscellaneous - Non-Fuel Related	TEB9424	N305DG		1.000	QTY	8.280000	8.28
5	10/27/2024	Ramp Fee	TEB9424	N305DG		3.000	QTY	680.000000	2,040.00
Item Sub Total						2,935.000			17,736.57

Fuel Tax and Fee Summary

CONCESSION FEE - KTEB	2,935.000	USG	0.230000 *	675.05
FEDERAL OIL SPILL - US	2,935.000	USG	0.002143 *	6.29
FET - US	2,935.000	USG	0.219000 *	642.77
FREIGHT - KTEB	2,935.000	USG	0.007100 *	20.84
ITP Tier 3 - KTEB	2,935.000	USG	3.650000 *	10,712.75
M&O Fee - KTEB	2,935.000	USG	0.007000 *	20.55
NJ FUEL TAX - KTEB	2,935.000	USG	0.020000 *	58.70
NJ GROSS RCPT TAX - NJ	2,935.000	USG	0.040000 *	117.40
PIPELINE FEE - KTEB	2,935.000	USG	0.017500 *	51.36
SUPERFUND RECOVERY FEE - US	2,935.000	USG	0.004048 *	11.88
TRUCK FEE - KTEB	2,935.000	USG	0.029100 *	85.41
Fee Sub Total				12,403.00

Cont...

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REMIT USD WIRE TO: PNC Bank N.A. ACCT: Associated Energy Group LLC. ACCT #: 1241209256, ABA: 043000096, SWIFT: PNCCUS33. REMIT CHECK TO: Associated Energy Group LLC, 701 Waterford Way, Suite 490, Miami, FL 33126, USA.

**ASSOCIATED ENERGY GROUP, LLC**

8686 New Trails Drive

Suite 170

The Woodlands, TX 77381

USA

BILL TO:

Michigan Appearance LLC,
3753 Howard Hughes parkway SE
Las Vegas NV USA 89169

Invoice

Invoice #	2164026
Invoice Date	11/24/2024
Terms	NET60
Due Date	01/23/2025
Currency	USD
Customer #	50772
Page	2

SERVICE LOCATION :**Airport:** KTEB - TETERBORO, NJ

No	Trans.Date	Item Desc hk	Ref. #	Equip. ID	Flight #	Qty	UOM	Unit Price	Extended Price
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User Id: Taylor Pakes

Phone: (775) 588-3120

Comments:**Total Due:****\$ 30,139.57**

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**ASSOCIATED ENERGY GROUP, LLC**

8686 New Trails Drive

Suite 170

The Woodlands, TX 77381

USA

BILL TO:

Michigan Appearance LLC,
3753 Howard Hughes parkway SE
Las Vegas NV USA 89169

Invoice

Invoice #	2217224
Invoice Date	01/12/2025
Terms	NET60
Due Date	03/13/2025
Currency	USD
Customer #	50772
Page	1

SERVICE LOCATION :**Airport:** TRIP - TRIP SUPPORT, TX

No	Trans.Date	Item Desc hk	Ref. #	Equip. ID	Flight #	Qty	UOM	Unit Price	Extended Price
1	01/22/2024	NAVIGATION FEE	CS414880	N305DG		1.000	QTY	1477.50	1,477.50
2	01/22/2024	ADMINISTRATION FEE	CS414880	N305DG		1,477.500	QTY	0.120000 *	177.30
Item Sub Total									1,654.80

User Id: Jessica Beason

Phone: (281) 362-9988

Comments:**Total Due:****\$ 1,654.80**

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PAYMENT DISCLAIMER: To maintain security in your transactions with AEG, and to ensure your successful payment of this invoice, please NEVER accept any changes to banking detail instructions, or payment remit information via email, without first contacting your AEG representative to verbally confirm any changes to this information. Please immediately report any suspicious emails you receive from AEG asking you to change bank details of payment remittance.

REMIT USD WIRE TO: PNC Bank N.A. ACCT: Associated Energy Group LLC. ACCT #: 1241209256, ABA: 043000096, SWIFT: PNCCUS33. REMIT CHECK TO: Associated Energy Group LLC,
701 Waterford Way, Suite 490, Miami, FL 33126, USA.



Finance Charge

Associated Energy Group
PO Box 5606
Stateline, NV 89449 USA

Page: 1
Number: 0000001451
Date: 6/6/2025
Salesperson:
Customer: 50772
Sales Order: <-None->

Sold To	Ship To
Michigan Appearance LLC, 3753 Howard Hughes parkway SE Las Vegas, NV 89169 USA	Michigan Appearance LLC, 3753 Howard Hughes parkway SE Las Vegas, NV 89169 USA

Customer P.O.	Ship Via	F.O.B	Terms
			Net 1 Day

Item	Description	Qty Shipped	Price	Amount
Sales Order: <-None->				
OTHER	May 2025 Late Fees & Interest	1.000	1,727.03000	1,727.03
OTHER	Finance Chg Flat Amount	1.000	1,900.00000	1,900.00
LAST ITEM				

		Subtotal	3,627.03
		Freight	0.00
		Sales Tax	0.00
		Trade Discount	0.00
		Payment/Credit Amount	0.00
		Additional Charges	0.00
Contact: Arthur "AJ" Ramey		Balance	USD 3,627.03

**ASSOCIATED ENERGY GROUP, LLC**

8686 New Trails Drive

Suite 170

The Woodlands, TX 77381

USA

BILL TO:

Michigan Appearance LLC,
3753 Howard Hughes parkway SE
Las Vegas NV USA 89169

Invoice

Invoice #	2134476
Invoice Date	10/31/2024
Terms	NET60
Due Date	12/30/2024
Currency	USD
Customer #	50772
Page	1

SERVICE LOCATION :**Airport:** KEWR - NEWARK, NJ

No	Trans.Date	Item Desc hk	Ref. #	Equip. ID	Flight #	Qty	UOM	Unit Price	Extended Price
1	10/31/2024	JET FUEL - KEWR	EWR2426	N305DG		2,600.000	USG	5.076500 *	13,198.90
2	10/31/2024	INFRASTRUCTURE CHARGE	EWR2426	N305DG		1.000	QTY	41.000000 *	41.00
Item Sub Total						2,600.000			13,239.90

Fuel Tax and Fee Summary

CONCESSION FEE - KEWR	2,600.000	USG	0.290000 *	754.00
FEDERAL OIL SPILL - US	2,600.000	USG	0.002143 *	5.57
FET - US	2,600.000	USG	0.219000 *	569.40
ITP Tier 3 - KEWR	2,600.000	USG	5.810000 *	15,106.00
NJ GROSS RCPT TAX - NJ	2,600.000	USG	0.040000 *	104.00
PIPELINE FEE - KEWR	2,600.000	USG	0.012400 *	32.24
SUPERFUND RECOVERY FEE - US	2,600.000	USG	0.004048 *	10.52
Fee Sub Total				16,581.73

User Id: Carol Simpson Phone: (281) 362-9988

Comments:**Total Due: \$ 29,821.63**

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REMIT USD WIRE TO: PNC Bank N.A. ACCT: Associated Energy Group LLC. ACCT #: 1241209256, ABA: 043000096, SWIFT: PNCCUS33. REMIT CHECK TO: Associated Energy Group LLC, 701 Waterford Way, Suite 490, Miami, FL 33126, USA.



Finance Charge

Associated Energy Group
PO Box 5606
Stateline, NV 89449 USA

Page: 1
Number: 0000001262
Date: 1/8/2025
Salesperson:
Customer: 50772
Sales Order: <-None->

Sold To	Ship To
Michigan Appearance LLC, 3753 Howard Hughes parkway SE Las Vegas, NV 89169 USA	Michigan Appearance LLC, 3753 Howard Hughes parkway SE Las Vegas, NV 89169 USA

Customer P.O.	Ship Via	F.O.B	Terms
			Net 1 Day

Item	Description	Qty Shipped	Price	Amount
Sales Order: <-None->				
OTHER	December 2024 Late Fees & Interest	1.000	2,150.89000	2,150.89
OTHER	Finance Chg Flat Amount	1.000	1,500.00000	1,500.00

LAST ITEM

	Subtotal	3,650.89
	Freight	0.00
	Sales Tax	0.00
	Trade Discount	0.00
	Payment/Credit Amount	0.00
	Additional Charges	0.00
Contact: Arthur "AJ" Ramey	Balance	USD 3,650.89

**AEG Fuels Ireland Limited**

Global House, High Street

First Floor, South Wing

Crawley RH10 1DL

United Kingdom

BILL TO:

Michigan Appearance LLC,
3753 Howard Hughes parkway SE
Las Vegas NV USA 89169

Tax Invoice

Invoice #	2142432
Invoice Date	11/05/2024
Terms	NET60
Due Date	01/04/2025
Currency	USD
Customer #	50772
Page	1

SERVICE LOCATION :**Airport:** LIEE - CAGLIARI, IT

No	Trans.Date	Item Desc hk	Ref. #	Equip. ID	Flight #	Qty	UOM	Unit Price	Extended Price
1	10/27/2024	NAVIGATION FEE	90713765	N305DG		1.000	QTY	99.260000	99.26
2	10/27/2024	ADMINISTRATION FEE	90713765	N305DG		99.260	QTY	0.120000 *	11.91
Item Sub Total									111.17

User Id: Jessica Beason

Phone: (281) 362-9988

Comments:**Total Due:****\$ 111.17**

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AEG VAT No: Italy IT00330869991

VAT Base : 0.00 EUR

VAT Amount : 0

EUR Rate : 0.9238

**ASSOCIATED ENERGY GROUP, LLC**

8686 New Trails Drive

Suite 170

The Woodlands, TX 77381

USA

BILL TO:

Michigan Appearance LLC,
3753 Howard Hughes parkway SE
Las Vegas NV USA 89169

Invoice

Invoice #	2143490
Invoice Date	11/08/2024
Terms	NET60
Due Date	01/07/2025
Currency	USD
Customer #	50772
Page	1

SERVICE LOCATION :

Airport: BIKF - KEFLAVIK, IS

No	Trans.Date	Item Desc hk	Ref. #	Equip. ID	Flight #	Qty	UOM	Unit Price	Extended Price
1	07/22/2024	LANDING FEE	R24-28317 1	N305DG		1.000	QTY	480.060000	480.06
2	07/22/2024	ADMINISTRATION FEE	R24-28317 1	N305DG		480.060	QTY	0.120000 *	57.61
3	07/22/2024	NAVIGATION FEE	R24-28317 2	N305DG		1.000	QTY	76.680000	76.68
4	07/22/2024	ADMINISTRATION FEE	R24-28317 2	N305DG		76.680	QTY	0.120000 *	9.20
5	07/22/2024	NAVIGATION FEE	RA24-013 25	N305DG		1.000	QTY	49.630000	49.63
6	07/22/2024	ADMINISTRATION FEE	RA24-013 25	N305DG		49.630	QTY	0.120000 *	5.96
Item Sub Total									679.14

User Id: Jessica Beason

Phone: (281) 362-9988

Comments:

Total Due:**\$ 679.14**

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**ASSOCIATED ENERGY GROUP, LLC**

8686 New Trails Drive

Suite 170

The Woodlands, TX 77381

USA

BILL TO:

Michigan Appearance LLC,
3753 Howard Hughes parkway SE
Las Vegas NV USA 89169

Tax Invoice

Invoice #	2148179
Invoice Date	11/11/2024
Terms	NET60
Due Date	01/10/2025
Currency	USD
Customer #	50772
Page	1

SERVICE LOCATION :**Airport:** LIEE - CAGLIARI, IT

No	Trans.Date	Item Desc hk	Ref. #	Equip. ID	Flight #	Qty	UOM	Unit Price	Extended Price
1	10/27/2024	GROUND HANDLING	000001592 7	N305DG		1.000	QTY	1415.94	1,415.94
2	10/27/2024	ADMINISTRATION FEE	000001592 7	N305DG		1,415.940	QTY	0.120000 *	169.91
Item Sub Total									1,585.85

User Id: Jessica Beason Phone: (281) 362-9988

Comments:**Total Due: \$ 1,585.85**

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AEG VAT No: Italy IT00173069998

VAT Base : 0.00 EUR

VAT Amount : 0

EUR Rate : 0.9238

**ASSOCIATED ENERGY GROUP, LLC**

8686 New Trails Drive

Suite 170

The Woodlands, TX 77381

USA

BILL TO:

Michigan Appearance LLC,
3753 Howard Hughes parkway SE
Las Vegas NV USA 89169

Tax Invoice

Invoice #	2156432
Invoice Date	11/18/2024
Terms	NET60
Due Date	01/17/2025
Currency	USD
Customer #	50772
Page	1

SERVICE LOCATION :**Airport:** EINN - SHANNON, IE

No	Trans.Date	Item Desc hk	Ref. #	Equip. ID	Flight #	Qty	UOM	Unit Price	Extended Price
1	10/31/2024	GROUND HANDLING	000001584 3	N305DG		1.000	QTY	1709.10	1,709.10
2	10/31/2024	ADMINISTRATION FEE	000001584 3	N305DG		1,709.100	QTY	0.120000 *	205.09
Item Sub Total									1,914.19

User Id: Jessica Beason Phone: (281) 362-9988

Comments:**Total Due: \$ 1,914.19**

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AEG VAT No: Ireland IE3273863PH

VAT Base : 0.00 EUR

VAT Amount : 0

EUR Rate : 0.9246

**AEG Fuels Ireland Limited**

Global House, High Street

First Floor, South Wing

Crawley RH10 1DL

United Kingdom

BILL TO:

Michigan Appearance LLC,
3753 Howard Hughes parkway SE
Las Vegas NV USA 89169

Invoice

Invoice #	2170102
Invoice Date	12/01/2024
Terms	NET60
Due Date	01/30/2025
Currency	USD
Customer #	50772
Page	1

SERVICE LOCATION :**Airport:** LYPG - PODGORICA, ME

No	Trans.Date	Item Desc hk	Ref. #	Equip. ID	Flight #	Qty	UOM	Unit Price	Extended Price
1	03/17/2024	NAVIGATION FEE	24-000605	N151SD		1.000	QTY	215.210000	215.21
2	03/17/2024	ADMINISTRATION FEE	24-000605	N151SD		215.210	QTY	0.120000 *	25.83
Item Sub Total									241.04

User Id: Jessica Beason

Phone: (281) 362-9988

Comments:**Total Due:****\$ 241.04**

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**ASSOCIATED ENERGY GROUP, LLC**

8686 New Trails Drive

Suite 170

The Woodlands, TX 77381

USA

BILL TO:

Michigan Appearance LLC,
3753 Howard Hughes parkway SE
Las Vegas NV USA 89169

Tax Invoice

Invoice #	2173605
Invoice Date	12/03/2024
Terms	NET60
Due Date	02/01/2025
Currency	USD
Customer #	50772
Page	1

SERVICE LOCATION :**Airport:** LIEE - CAGLIARI, IT

No	Trans.Date	Item Desc hk	Ref. #	Equip. ID	Flight #	Qty	UOM	Unit Price	Extended Price
1	10/27/2024	AIRPORT FEE - FLAT	000001574 6	N305DG		1.000	QTY	802.050000	802.05
2	10/27/2024	ADMINISTRATION FEE - FLAT	000001574 6	N305DG		1.000	QTY	96.250000	96.25
Item Sub Total									898.30

User Id: Jessica Beason

Phone: (281) 362-9988

Comments:**Total Due:****\$ 898.30**

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AEG VAT No: Italy IT00173069998

VAT Base : 0.00 EUR

VAT Amount : 0

EUR Rate : 0.9238

**ASSOCIATED ENERGY GROUP, LLC**

8686 New Trails Drive

Suite 170

The Woodlands, TX 77381

USA

BILL TO:

Michigan Appearance LLC,
3753 Howard Hughes parkway SE
Las Vegas NV USA 89169

Tax Invoice

Invoice #	2173609
Invoice Date	12/03/2024
Terms	NET60
Due Date	02/01/2025
Currency	USD
Customer #	50772
Page	1

SERVICE LOCATION :**Airport:** EINN - SHANNON, IE

No	Trans.Date	Item Desc hk	Ref. #	Equip. ID	Flight #	Qty	UOM	Unit Price	Extended Price
1	10/31/2024	CATERING	000001584 7	N305DG		1.000	QTY	162.700000	162.70
2	10/31/2024	ADMINISTRATION FEE	000001584 7	N305DG		162.700	QTY	0.120000 *	19.52
Item Sub Total									182.22

User Id: Jessica Beason Phone: (281) 362-9988

Comments:**Total Due: \$ 182.22**

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AEG VAT No: Ireland IE3273863PH

VAT Base : 0.00 EUR

VAT Amount : 0

EUR Rate : 0.9246

**ASSOCIATED ENERGY GROUP, LLC**

8686 New Trails Drive

Suite 170

The Woodlands, TX 77381

USA

BILL TO:

Michigan Appearance LLC,
3753 Howard Hughes parkway SE
Las Vegas NV USA 89169

Invoice

Invoice #	2173625
Invoice Date	12/03/2024
Terms	NET60
Due Date	02/01/2025
Currency	USD
Customer #	50772
Page	1

SERVICE LOCATION :**Airport:** TRIP - TRIP SUPPORT, TX

No	Trans.Date	Item Desc hk	Ref. #	Equip. ID	Flight #	Qty	UOM	Unit Price	Extended Price
1	10/31/2024	FLIGHT SUPPORT SERVICE	000001585 3	N305DG		1.000	QTY	2264.91	2,264.91
2	10/31/2024	ADMINISTRATION FEE	000001585 3	N305DG		2,264.910	QTY	0.120000 *	271.79
Item Sub Total									2,536.70

User Id: Jessica Beason

Phone: (281) 362-9988

Comments:**Total Due:****\$ 2,536.70**

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701 Waterford Way, Suite 490, Miami, FL 33126, USA.

**AEG Fuels Ireland Limited**

Global House, High Street

First Floor, South Wing

Crawley RH10 1DL

United Kingdom

BILL TO:

Michigan Appearance LLC,
3753 Howard Hughes parkway SE
Las Vegas NV USA 89169

Tax Invoice

Invoice #	2182344
Invoice Date	12/10/2024
Terms	NET60
Due Date	02/08/2025
Currency	USD
Customer #	50772
Page	1

SERVICE LOCATION :**Airport:** LFMN - NICE COTE DAZUR, FR

No	Trans.Date	Item Desc hk	Ref. #	Equip. ID	Flight #	Qty	UOM	Unit Price	Extended Price
1	09/12/2024	GROUND HANDLING	000001550 8	N305DG		1.000	QTY	750.000000	750.00
2	09/12/2024	ADMINISTRATION FEE	000001550 8	N305DG		750.000	QTY	0.120000 *	90.00
Item Sub Total									840.00

User Id: Aissa Keys

Phone: (281) 362-9988

Comments:**Total Due:****\$ 840.00**

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AEG VAT No: France FR28914072392

VAT Base : 0.00 EUR

VAT Amount : 0

EUR Rate : 0.9056

NOTRE REPRESENTANT EST RM BOULANGER, 17A rue du Vertuquet, 59960 NEUVILLE EN FERRAIN, N°SIREN: 321252827

. Pénalités de retard de 1,5% x le taux légal (In case of late payment, penalty rate: legal rate x 1.5%)

. Aucun escompte ne sera accordé en cas de paiement anticipé (No discount granted in case of advanced payment).

. En cas de retard de paiement, une indemnité forfaitaire de recouvrement de 40€ sera appliquée. (In case of late payment, a lump sum indemnity for recovery costs of 40€ will be automatically due to the creditor).

**ASSOCIATED ENERGY GROUP, LLC**

8686 New Trails Drive

Suite 170

The Woodlands, TX 77381

USA

BILL TO:

Michigan Appearance LLC,
3753 Howard Hughes parkway SE
Las Vegas NV USA 89169

Invoice

Invoice #	2182222
Invoice Date	12/10/2024
Terms	NET60
Due Date	02/08/2025
Currency	USD
Customer #	50772
Page	1

SERVICE LOCATION :**Airport:** MMTO - TOLUCA, MX

No	Trans.Date	Item Desc hk	Ref. #	Equip. ID	Flight #	Qty	UOM	Unit Price	Extended Price
1	08/19/2024	LANDING PERMIT- MEXICO	000001506 0	N305DG		1.000	QTY	885.000000	885.00
2	08/19/2024	ADMINISTRATION FEE - FLAT	000001506 0	N305DG		1.000	QTY	106.200000	106.20
3	08/25/2024	LANDING PERMIT- MEXICO	000001506 1	N305DG		1.000	QTY	1500.00	1,500.00
4	08/25/2024	ADMINISTRATION FEE - FLAT	000001506 1	N305DG		1.000	QTY	180.000000	180.00
Item Sub Total									2,671.20

User Id: Aissa Keys

Phone: (281) 362-9988

Comments:**Total Due:****\$ 2,671.20**

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**ASSOCIATED ENERGY GROUP, LLC**

8686 New Trails Drive

Suite 170

The Woodlands, TX 77381

USA

BILL TO:

Michigan Appearance LLC,
3753 Howard Hughes parkway SE
Las Vegas NV USA 89169

Tax Invoice

Invoice #	2182337
Invoice Date	12/10/2024
Terms	NET60
Due Date	02/08/2025
Currency	USD
Customer #	50772
Page	1

SERVICE LOCATION :**Airport:** EGGW - LUTON, UK

No	Trans.Date	Item Desc hk	Ref. #	Equip. ID	Flight #	Qty	UOM	Unit Price	Extended Price
1	10/27/2024	GROUND HANDLING- CANCELLATION FEES	0000015859	N305DG		1.000	QTY	3419.11	3,419.11
2	10/27/2024	ADMINISTRATION FEE	0000015859	N305DG		3,419.110	QTY	0.120000 *	410.29
Item Sub Total									3,829.40

User Id: Aissa Keys

Phone: (281) 362-9988

Comments:**Total Due:****\$ 3,829.40**

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REMIT USD WIRE TO: PNC Bank N.A. ACCT: Associated Energy Group LLC. ACCT #: 1241209256, ABA: 043000096, SWIFT: PNCCUS33. REMIT CHECK TO: Associated Energy Group LLC, 701 Waterford Way, Suite 490, Miami, FL 33126, USA.

AEG VAT No: United Kingdom GB139950186

VAT Base : 0.00 GBP

VAT Amount : 0

GBP Rate : 0.7666

**ASSOCIATED ENERGY GROUP, LLC**

8686 New Trails Drive

Suite 170

The Woodlands, TX 77381

USA

BILL TO:

Michigan Appearance LLC,
3753 Howard Hughes parkway SE
Las Vegas NV USA 89169

Tax Invoice

Invoice #	2186315
Invoice Date	12/14/2024
Terms	NET60
Due Date	02/12/2025
Currency	USD
Customer #	50772
Page	1

SERVICE LOCATION :**Airport:** LIRN - NAPLES, IT

No	Trans.Date	Item Desc hk	Ref. #	Equip. ID	Flight #	Qty	UOM	Unit Price	Extended Price
1	10/27/2024	GROUND HANDLING	000001640 5	N305DG		1.000	QTY	3770.96	3,770.96
2	10/27/2024	ADMINISTRATION FEE	000001640 5	N305DG		3,770.960	QTY	0.120000 *	452.52
Item Sub Total									4,223.48

User Id: Elsa Corrales

Phone: (281) 362-9988

Comments:**Total Due:****\$ 4,223.48**

This invoice incorporates by reference Associated Energy Group, LLC's General Terms and Conditions AEG-Fuels_General_Terms_Condition.pdf (aegfuels.com), which customer acknowledges it has read and accepted, including, specifically, Section 12 entitled Governing Law, Jurisdiction and Venue and Section 32 entitled Extraterritorial Effect of Texas Property Code Section 70.301 et seq. Any and all claims and disputes must be made within 10 days of receipt of invoice to csr@aegfuels.com otherwise it is deemed accepted.

PAYMENT DISCLAIMER: To maintain security in your transactions with AEG, and to ensure your successful payment of this invoice, please NEVER accept any changes to banking detail instructions, or payment remit information via email, without first contacting your AEG representative to verbally confirm any changes to this information. Please immediately report any suspicious emails you receive from AEG asking you to change bank details of payment remittance.

REMIT USD WIRE TO: PNC Bank N.A. ACCT: Associated Energy Group LLC. ACCT #: 1241209256, ABA: 043000096, SWIFT: PNCCUS33. REMIT CHECK TO: Associated Energy Group LLC, 701 Waterford Way, Suite 490, Miami, FL 33126, USA.

AEG VAT No: Italy IT00173069998

VAT Base : 0.00 EUR

VAT Amount : 0

EUR Rate : 0.9238



Finance Charge

Associated Energy Group
PO Box 5606
Stateline, NV 89449 USA

Page: 1
Number: 0000001291
Date: 2/10/2025
Salesperson:
Customer: 50772
Sales Order: <-None->

Sold To	Ship To
Michigan Appearance LLC, 3753 Howard Hughes parkway SE Las Vegas, NV 89169 USA	Michigan Appearance LLC, 3753 Howard Hughes parkway SE Las Vegas, NV 89169 USA

Customer P.O.	Ship Via	F.O.B	Terms
			Net 1 Day

Item	Description	Qty Shipped	Price	Amount
Sales Order: <-None-> OTHER	January 2025 Late Fees & Interest	1.000	1,722.83000	1,722.83
OTHER	Finance Chg Flat Amount	1.000	1,900.00000	1,900.00

LAST ITEM

Subtotal	3,622.83
Freight	0.00
Sales Tax	0.00
Trade Discount	0.00
Payment/Credit Amount	0.00
Additional Charges	0.00
Balance	USD 3,622.83

Contact: Arthur "AJ" Ramey

Finance Charge

Associated Energy Group
PO Box 5606
Stateline, NV 89449 USA

Page: 1

Number: 0000001316

Date: 3/7/2025

Salesperson:

Customer: 50772

Sales Order: <-None->

Sold To	Ship To
Michigan Appearance LLC, 3753 Howard Hughes parkway SE Las Vegas, NV 89169 USA	Michigan Appearance LLC, 3753 Howard Hughes parkway SE Las Vegas, NV 89169 USA

Customer P.O.	Ship Via	F.O.B	Terms
			Net 1 Day

Item	Description	Qty Shipped	Price	Amount
Sales Order:	<-None->			
OTHER	February 2025 Late Fees & Interest	1.000	2,285.62000	2,285.62
OTHER	Finance Chg Flat Amount	1.000	1,900.00000	1,900.00

LAST ITEM

Subtotal	4,185.62
Freight	0.00
Sales Tax	0.00
Trade Discount	0.00
Payment/Credit Amount	0.00
Additional Charges	0.00

Contact: Arthur "AJ" Ramey

Balance	USD	4,185.62
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**AEG Fuels Ireland Limited**

Global House, High Street

First Floor, South Wing

Crawley RH10 1DL

United Kingdom

BILL TO:

Michigan Appearance LLC,
3753 Howard Hughes parkway SE
Las Vegas NV USA 89169

Tax Invoice

Invoice #	2193809
Invoice Date	12/21/2024
Terms	NET60
Due Date	02/19/2025
Currency	USD
Customer #	50772
Page	1

SERVICE LOCATION :**Airport:** EINN - SHANNON, IE

No	Trans.Date	Item Desc hk	Ref. #	Equip. ID	Flight #	Qty	UOM	Unit Price	Extended Price
1	10/31/2024	JET FUEL - EINN	000001684 4	N305DG		2,998.880	USG	6.491991 *	19,468.70
						Item Sub Total			19,468.70
Tax Summary									
								VAT	
						19,468.700	USD	0.135000	2,628.27
						Tax Sub Total			2,628.27

User Id: Kacey Grubbs Phone: (281) 362-9988

Comments:**Total Due: \$ 22,096.97**

This invoice incorporates by reference Associated Energy Group, LLC's General Terms and Conditions AEG-Fuels_General_Terms_Condition.pdf (aegfuels.com), which customer acknowledges it has read and accepted, including, specifically, Section 12 entitled Governing Law, Jurisdiction and Venue and Section 32 entitled Extraterritorial Effect of Texas Property Code Section 70.301 et seq. Any and all claims and disputes must be made within 10 days of receipt of invoice to csr@aegfuels.com otherwise it is deemed accepted.

PAYMENT DISCLAIMER: To maintain security in your transactions with AEG, and to ensure your successful payment of this invoice, please NEVER accept any changes to banking detail instructions, or payment remit information via email, without first contacting your AEG representative to verbally confirm any changes to this information. Please immediately report any suspicious emails you receive from AEG asking you to change bank details of payment remittance.

REMIT USD WIRE TO: PNC Bank N.A. ACCT: Associated Energy Group LLC. ACCT #: 1241209256, ABA: 043000096, SWIFT: PNCCUS33. REMIT CHECK TO: Associated Energy Group LLC, 701 Waterford Way, Suite 490, Miami, FL 33126, USA.

AEG VAT No: Ireland IE3746036MH

Country Invoice No: IE20241200032

VAT Base : 18,000.76 EUR

VAT Amount : 2,430.10 EUR

EUR Rate : 0.9246

EXHIBIT 2



General Terms and Conditions

Important!

Read this entire agreement carefully

1. Definitions

"AEG" shall mean Associated Energy Group, LLC, including AEG's subsidiaries, affiliates, and related companies doing business under AEG, and trade names (Mariah Fuels, Mariah Flight Services, AEG Fuels, and AEG Aviation Services).

"Customer" shall mean any and all parties, including Customer's associates, affiliates, representatives, sub-contractors, directors, officers, employees, agents and volunteers (collectively "Customer"), purchasing jet fuel or any other related products and services from AEG.

"Services" shall mean any and all services provided by AEG to Customer, including, but not limited to, services directly retained or requested by Customer and/or services provided in connection with the sale of any Fuel or AEG's related products.

"Fuel" shall mean jet fuel, aviation gasoline, Sustainable Aviation Fuel (SAF) and any other related products provided by AEG to Customer.

2. Application / Scope

The following terms and conditions shall apply to all purchases of Fuel and other related products and services between AEG and Customer and are incorporated into and shall govern all transactions relating to the sale of Fuel and Services by AEG to Customer and any and all invoices issued by AEG to Customer. These General Terms and Conditions shall constitute binding terms and conditions to any agreement between Customer and AEG, and are being provided to and accepted by Customer, without modification of all the terms, conditions, and notices set forth herein and Customer's compliance with any other, non-conflicting terms set forth in any other document signed by Customer relating to the purchase of Services by Customer from, or through any arrangements made by, AEG, unless otherwise stated in writing. In the event of a conflict between these General Terms and Conditions and any additional, different or conflicting terms or conditions contained in any application, invoice, purchase order or other document issued by or to Customer hereafter or contemporaneously herewith, these General Terms and Conditions shall prevail. By accepting the Fuel and/or Services provided by AEG, the Customer agrees that these General Terms and Conditions apply to the Customer's purchase of Fuel and/or Services from AEG.

3. Customer Representations / Responsibilities

- 3.1** Customer warrants and represents that: (a) Customer is at least (18) years of age, if an individual, and if a business, Customer is legally authorized to do business in its state and/or country of operation and is in compliance with all applicable laws, regulations, codes and ordinances in performing such business; (b) the person signing any agreement with AEG on behalf of Customer possesses the legal and corporate authority to create a binding legal obligation and authority to accept the Terms and Conditions hereunder; (c) all information supplied by Customer to AEG, through any forum, including AEG's website, is true, accurate, current and complete; (d) Customer will safeguard its account information with AEG and will supervise and be responsible for any use of Customer's account by anyone other than Customer, and (e) Customer complies with US FCPA, UK Bribery Act and US and UK sanctions laws.

Customer acknowledges that AEG retains and reserves its right to deny its Services and/or Fuel to Customer at any time and for any reason, including without limitation, for any violation of AEG's Terms and Conditions, any violation of law regardless of whether or not Customer is prosecuted for this violation, and if prosecuted, regardless of the eventual disposition of the case, and initiation or threat thereof of any bankruptcy, insolvency, receivership, or reorganization proceedings by Customer for the benefit of creditors.

- 3.2** Customer shall be solely responsible for the lawful transfer of all Fuel to Customer's aircraft(s) (including but not limited to operating all appropriate switches, valves and Fuel quantity indicators on Customer's aircraft), or any Customer fuel holding facility provided for hereunder, regardless of whether AEG undertakes any part of such transfer. Further, Customer shall comply with all provisions of local airport regulations relating to the operation of its aircraft(s) or any Customer fuel holding facility, including all applicable codes, regulations, governmental ordinances, statutes and governmental authority.

- 3.3** Customer acknowledges that AEG shall not be held in breach of its obligations or otherwise liable for any losses or claims incurred by Customer to the extent such losses or claims arise, directly or indirectly, from the prevention or delay of AEG's Fueling or Services if such are a result of Force Majeure or are prevented or delayed by any act or omission of Customer, its agents or representatives.

4. Fuel

- 4.1** AEG warrants any and all quantities of "Fuel" (as defined in Sections 1 and 4.2) purchased by Customer from or through AEG shall be measured and determined based upon meter readings at the delivery location at the time of delivery. Customer acknowledges and agrees that no adjustment for surrounding or ambient temperatures shall be made to the Fuel quantities regardless of circumstances, unless otherwise determined by AEG in its sole and absolute discretion.

- 4.2 AEG warrants that any Fuel supplied pursuant to a purchase order, invoice, or other agreement with Customer subject to these General Terms and Conditions shall meet one of the following specifications:**

a. Jet Fuel: (i) Grade Jet A-1, Joint Fueling System Check List, "Aviation Fuel Quality Requirements for the Jointly Operated Systems," Kerosene Type Fuel, latest issue; (ii) ASTM Standard D 1655, "Specification for Aviation Turbine Fuels" Jet A/Jet A-1, latest issue; (iii) British Ministry of Defense Standard DEF STAN 91-91, Turbine Fuel, "Kerosene Type," Jet A-1, latest issue; (iv) IATA Guidance Material for Aviation Turbine Fuels Specifications, Jet A/Jet A-1, latest issue; (v) Canadian specification Can/CGSB 3.23, "Aviation Fuel, Kerosene Type" Jet A/Jet A-1, latest issue; Grade TS-1 and RT:GOST10227-86 "Jet Fuel Specifications," latest issue; (vi) Mexican Turbine Fuel Normative, NMX-L- 004-1194-SCFI or (vii) Chinese No. 3 Jet Fuel, according to GB6537, latest issue.

b. Aviation Gasoline: ASTM D-910, latest revision, Grade I00LL and 100; Def Stan 91-90 Grades I00LL and 100.

Subject to applicable laws, regulations, codes, ordinances and approval by applicable authorities, Customer's right to reasonably inspect and test Fuel purchased pursuant to these Terms and Conditions shall be performed at Customer's own expense at the time of Fuel delivery and prior to accepting such Fuel delivery. In the event Customer receives any non-conforming Fuel or Fuel delivery, Customer shall have the right, by written notice to AEG within ten (10) days from the date of delivery of the Fuel or Services by AEG to Customer, to either reject such Fuel or require its correction. If any Fuel is rejected by Customer or a request to correct has been provided to AEG, AEG has the right and opportunity to inspect such alleged non-conforming Fuel and to ensure that such Fuel has not been modified, altered, combined with other products, stored, or used in violation of applicable industry standards. After AEG has received written notice of non-conformity and been provided an opportunity to inspect as set forth above, any Fuel that does not conform to the quality and specifications shall be corrected or removed at AEG's expense. However, removal of Fuel under any other circumstances shall be at Customer's sole expense. Any and all claims of non-conformity for quality, quantity or otherwise must be made within ten (10) days of delivery.

- 4.3** If the Fuel does not conform to AEG's limited warranty (Section 17, below), the sole obligation of AEG is to: (a) replace the non-conforming Fuel with conforming Fuel, or (b) removal of the non-conforming Fuel and cancellation of the invoice for that Fuel or refund of the amount paid for that Fuel. All consequential damages, including but not limited to, lost profits or costs to cover, are expressly waived by customer and are not recoverable under contractual or any other legal theory or claim.

- 4.4 Sustainable Aviation Fuel:** AEG's Carbon Neutral program supports customers in achieving their goals of environmental integrity through carbon offset credits ("COC's"), as defined below. As part of the program, AEG issues operator's official retirement proofs and carbon offsetting certificates. The retirement proofs may be submitted to third-party regulatory agencies to provide certification of minimum offset requirements set by governments around the world.

a. Customers participating in AEG's Carbon Neutral program will have COC's evidenced as separate line items on Customer invoices. AEG will provide Customer informational certificates evidencing permanent retirement of the COC's for Fuel purchased from AEG providing retirement details sufficient to the requirements of the applicable registry identified by Customer. AEG will ensure that the COC's requested by Customer will be permanently retired in their applicable registry and warrants that they have not been otherwise sold or transferred to another party.

- b. Except as expressly set forth in Section 4.4 above, AEG makes no representations, warranties or guaranties whatsoever relating to the COC's. Customer hereby represents and warrants that the COC's retired by AEG are not part of any renewable energy certificate program, any other regulated carbon emission compliance program and are not part of any renewable portfolio standard or any other governmental law or regime for renewable or sustainable energy products.
- c. "COC's" are specifically defined as voluntary emission reduction credits issued under a carbon offset registry program for the reduction of one tonne of CO₂ or its equivalent when converted into sale/purchase units of fuel (e.g., gallons), including, but not limited to, one or more of the following classes of units or credits: (i) ISO14064 CDM; (ii) Gold Standard Verified Emission Reduction; (iii) Verified Carbon Standard; or (iv) any other class of carbon credits accepted by AEG in its sole discretion.

5. Delivery, Title, and Risk of Loss

All sales of Fuel shall be, as applicable, either "Into Wing" or "Into Storage" transactions. As used hereunder, "Into Wing" transactions means that (a) delivery shall be complete when the Fuel is delivered into the fuel tanks of Customer's aircraft and (b) title to and risk of loss for the Fuel shall pass from AEG to Customer after the Fuel has passed through the connecting hoses into the fuel tanks of such aircraft. As used hereunder, "Into Storage" transactions means that (a) the Fuel shall be delivered into the appropriate storage tank(s) of Customer at or near the designated airport or Customer facility and (b) title to and risk of loss for the Fuel delivered hereunder shall pass from AEG to Customer after the Fuel has passed through the connecting hoses into the appropriate storage tank(s).

6. Pricing

- 6.1 Pricing and other charges for Fuel shall be established from time to time solely by AEG in U.S. Dollars, and such price or charge shall be exclusive of Taxes (as defined in Section 7 below). Any proposal, purchase order and/or invoice, including any addendums, amendments, or modifications, whether issued directly by AEG and/or any of its parents, subsidiaries or affiliates, as defined above in Section 1 – Definitions, is subject to these General Terms and Conditions.
- 6.2 AEG reserves the right to increase or decrease prices and quotations, including, without limitation, taxes and fees, at any time, regardless of whether set forth in any proposal, purchase order and/or invoice, without notice due to market variations, exchange rate fluctuations and/or for happening of any event which may cause the price(s) of Fuel to increase. Any quote provided by AEG shall be valid for only the specific uplift(s) being quoted.
- 6.3 If AEG's cost of supplying Fuel or other Services to Customer increases as a result of AEG being unable to obtain supplies of Fuel or Services from its normal sources and recognized routes for such supplies, or otherwise due to circumstances beyond AEG's control, including being unable to obtain commercially reasonable terms, AEG shall have the right to give Customer written notice of its intent to increase the price payable at any affected delivery location by adding a surcharge (or an estimate of such surcharge if an exact amount cannot be reasonably ascertained) regarding such increase and/or change in price terms. The above surcharge shall be effective upon AEG's notice of same as provided for herein. Customer shall thereafter have the right to give written notice to AEG within ten (10) days of AEG's notice to withdraw any affected delivery location. Customer's withdrawal of the affected delivery location shall be effective twenty (20) days after the date of Customer's notice of withdrawal as provided for herein. Any price change caused by official government action, whether domestic or foreign, shall be effective from the date of the official government action and shall not be subject to any notice as provided for herein.
- 6.4 AEG reserves the right to charge a minimum volume processing fee of up to \$50 for Fuel uplifts less than 500 USG.
- 6.5 Customer also agrees to pay AEG an administrative fee equal to 12% of all non-aviation fuel items or services including but not limited to ancillary services such as ground handling, catering and transportation. Customer further agrees to pay, discharge and/or reimburse AEG for: (i) cash and credit advances and fees; and (ii) all additional third-party charges and disbursements incurred for Customer's benefit.

7. Taxes

- 7.1** In addition to the price for Fuel, Customer shall also pay to AEG all duties, taxes, fees or other charges (by way of example and not an exhaustive list: governmental taxes, sales tax, use tax, VAT, GST, GRT, mineral oil tax, or any other tax, license fees, inspection fees, airport fees, or any other fees related to the buying, selling, loading and unloading of aviation fuel) ("Taxes"), whether foreign or domestic, now or hereafter assessed, imposed or levied relative to Customer's purchase of Fuel. Any estimate of Taxes contained in any proposal, purchase order and/or invoice is for information purposes only, and its applicability may vary according to the laws of any particular state, country or nation. Omission or failure to add such tax, governmental tax, duty, assessment, fee or other charge to any proposal, purchase order and/or invoice shall not relieve Customer from liability therefrom. In the event any additional tax, governmental tax, duty, assessment, fee or other charge is assessed to AEG, or deemed applicable by the local authority, AEG may assess such additional taxes or fees to Customer through supplementary invoices which Customer agrees to pay.
- 7.2** It is the Customer's responsibility to ensure that all exemption documentation is presented for any tax exempt flight directly to the fueler and that the exemption is recorded properly at the time of the fueling. In the event that AEG is charged the taxes for any exempt flight, AEG will pass through to the Customer those taxes as charged. Customer, at its discretion, may seek to reclaim taxes for an exempt flight through the taxing authority that assessed those taxes. AEG will not be able to submit a request for credit, or reclaim any international taxes that were charged in error.
- 7.3** Customer agrees to indemnify and hold AEG harmless from and against any claim, loss, liability, damage or expense (including attorneys' fees and costs) AEG may incur due to Customer's failure to pay invoiced or due and owing Taxes.

8. Invoices

AEG shall invoice Customer for all sums due and owing for Fuel and/or Services furnished to Customer, including but not limited to Fuel, Services and all related products, and Taxes, pursuant to these General Terms and Conditions or any other non-conflicting term and condition provided for by written agreement between the parties. Invoices are payable on or before that due date specified in the invoice. Any claims or disputes arising out of or relating to any invoice must be delivered to AEG in writing by hand delivery, registered mail, overnight courier, electronic mail or facsimile within ten (10) days of the invoice date. In the event Customer fails to dispute the invoice within the ten (10) days, the invoice shall be deemed correct and payable by Customer. All prices included in any invoice, including taxes, fees, and assessments or otherwise, shall be denominated in U.S. Dollars, unless otherwise specifically set forth therein. Any delay by AEG in invoicing Customer shall not relieve Customer of its payment obligations under these General Terms and Conditions. Invoices sent by mail, fax, email or other electronic transmission shall all be considered original invoices.

9. Payments

- 9.1** All payments to AEG shall be made in U.S. Dollars, regardless of what denomination is set forth in any invoice, payable to the account of AEG as set forth and/or indicated on any applicable invoice. Unless otherwise agreed by written agreement between the parties, Customer must make all payments prior to the delivery of any Services, including Fuel, sold pursuant to these Terms and Conditions. The delivery of Services, including Fuel and related products, shall be stayed/tolled until such time as AEG receives full payment from Customer (in cleared funds), and AEG shall not be responsible for any damages, including (without limitation) consequential, incidental and/or special damages, to Customer caused by any delay in delivery of any Services and/or Fuel due to non-payment. Past due amounts shall accrue interest at the greater of 1.5% per month or the maximum rate allowed by applicable law. Waiver by AEG of any applicable interest charge or fee on any particular invoice or past due amount shall not be construed as a waiver by AEG of its right to impose such charge or fee on other or subsequent deliveries, invoices or past due amounts.

- 9.2** In the event multiple invoices or obligations are outstanding, AEG reserves the right to apply Customer payments to any outstanding invoice or obligation of Customer in any manner it chooses in its sole discretion. Once any invoice or obligation of Customer is turned over to outside counsel for collection, Customer agrees to be liable and responsible to reimburse AEG for all reasonable attorney fees and costs incurred by AEG in collecting any unpaid invoices, amounts or obligations owed by Customer, regardless of whether a lawsuit is eventually filed. In addition to the rights set forth in these General Terms and Conditions and/or all other remedies and rights available to it under the law, whether it be in law or in equity, AEG reserves the right to cease any deliveries or provide any Services or Fuel to Customer if Customer fails to make any payment provided for herein, and may demand payment of all outstanding invoices or monetary obligations. AEG's right to cease any deliveries of Fuel or provision of Services to Customer applies to any Customer for which credit terms have been extended pursuant to Section 10 below, without limitation, but in particular if Customer's outstanding balances exceed the applicable credit limits and AEG becomes insecure with regard to Customer's financial condition or creditworthiness.
- 9.3** Notwithstanding any dispute including, without limitation, disputes regarding the quality or quantities of Fuel, accuracy of amounts owed or any other matter, Customer must timely pay the full amount due under any invoice regardless of whether Customer disputes the whole or part of any amount due. Any disputes shall be resolved between AEG and Customer only after such payment has been made. Any refund due by AEG upon resolution of such dispute shall be paid to Customer.
- 9.4** Customer's complete compliance with these General Terms and Conditions, notwithstanding any terms to the contrary in any written agreement or purchase order, shall be a condition precedent to AEG's obligation to deliver Services or Fuel. If Customer fails to perform any of the terms of these General Terms and Conditions, and if such default is not cured within ten (10) days of giving written notice to Customer, then AEG may immediately terminate the parties' contractual relationship and seek enforcement of these Terms and Conditions. Customer shall also be in default, and subject to immediate termination, if Customer becomes insolvent, files a petition for bankruptcy or commences or has commenced against it, proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors. In any such event, Customer remains obligated to pay in full for Fuel and/or Services received.

10. Credit Application / Terms

- 10.1** With the information provided by Customer in any application, AEG shall evaluate the creditworthiness of the Customer. At its sole discretion, AEG shall determine, from time to time, the appropriate credit limit for Customer and, as necessary, may curtail, modify or eliminate any credit availability, and/or require security in the form of a cash security deposit, letter of credit, guarantee or other form as AEG deems appropriate, before initiating or continuing to provide Services and/or Fuel. Any extension of credit by AEG to Customer shall be subject to these General Terms and Conditions, as well as any non-conflicting term or condition set forth in Customer's credit application or other written agreement between the parties.
- 10.2** In furtherance of Section 10.1 above, and in accordance with Section 21 below, Customer grants AEG and its agents, employees, representatives, parent, subsidiaries, and affiliates the right to obtain and request from any person, source, credit bureaus, financial institutions, credit unions, banks or otherwise any information regarding Customer's and/or any personal guarantor(s)' financial status, credit history, credit score, deposits, balances, income sources, assets, debts, security interests and mortgages.
- 10.3** It is Customer's responsibility to provide and maintain accurate information to AEG, including any information AEG deems necessary to conduct a credit analysis.
- 10.4** In the event AEG, at Customer's request, provides Customer a good faith estimate of the unbilled amount due or any amount remaining on Customer's credit limit, Customer acknowledges any estimate is made in good faith and may deviate from actual unbilled amounts. Customer and AEG agree any good faith estimate is not binding upon AEG.

11. Security/ Liens

- 11.1** Customer, in consideration of any Services or Fuel furnished and any credit terms extended to Customer (including, without limitation, any future advances by AEG to Customer), hereby grants to AEG a first priority security interest for all unpaid Services or Fuel furnished by AEG, in Customer's accounts receivables (in the event Customer does not own its aircraft), and in the aircraft for which Services and Fuel were furnished (whether the Customer owns the aircraft it operates or not, in which case Customer shall inform the owner of the Aircraft that their Aircraft is subject to liens for unpaid fuel supplied by AEG) (collectively, "Collateral") pursuant to Texas Property Code Section 70.301 et seq., Florida Statutes Section 329.41, the Uniform Commercial Code as applied by any State in the United States, and any other applicable statutes or law by any other applicable jurisdiction, until such time as all amounts due from Customer to AEG are paid in full. Should AEG determine a separate, written security instrument is required, Customer agrees to promptly execute and deliver such further instruments and documents, as a condition of AEG continuing to provide Services or Fuel. Such instrument (including but not limited to a financing or other statement under the UCC or other applicable, foreign law) shall authorize AEG to exercise and enforce its rights and remedies hereunder and under the UCC with respect to the Collateral. Moreover, such written security instrument shall authorize AEG to file one or more financing, continuation or similar statements and amendments relative to all or any part of the Collateral without the further signature or written consent of Customer (or the aircraft owner if different from the Customer), where permitted by law.
- 11.2** In addition to but separate from any security interest AEG may have, Customer acknowledges and agrees that AEG (or any affiliated company) may, in addition to all other rights and remedies set forth herein or in law or equity, invoke any and all statutory or equitable lien rights (as well as the lien rights of any participating aviation merchants who furnished lienable Services to Customer) regarding the enforcement of AEG's right to payment under this Agreement. Customer hereby authorizes AEG to file one or more claims of lien for: (a) the unpaid charges, (b) late fees at 18.0% APR from the date of the oldest unpaid services, (c) aircraft title search fees, (d) registration and filing fees, (e) collection costs, and (f) attorney fees. These claims of lien may be filed against any aircraft for which (i) Services are or were furnished and (ii) charges were incurred and made to Customer's AEG account. Customer represents and warrants that Customer either owns the aircraft for which Services and/or Fuel are purchased, or is lawfully possessed of the aircraft with the owner's express consent to purchase goods and services for the aircraft, such as those Services (including Fuel) furnished by AEG.
- 11.3** In recognition of the international and mobile nature of aviation and aircraft, and the necessity for legal certainty, predictability and convenience, and to avoid filing liens in multiple jurisdictions, Customer agrees that any lien filed by AEG shall be based, at AEG's sole discretion, upon the aircraft lien statute of the State of Texas (Texas Property Code § 70.301, et al.), the aircraft lien statute of the State of Florida (Fla. Stat. §329.41), or the aircraft lien statute of another state or country in which the aircraft is registered or based, and consents to jurisdiction there. Such consent is given without regard to where (a) the Customer resides or does business, (b) the aircraft owner resides or does business, (c) the aircraft was at the time such services were furnished or charges were incurred, (d) the aircraft is registered, or (e) jurisdiction may otherwise be proper. Any aircraft lien may also be filed at the International Registry, pursuant to the Convention on International Interests in Mobile Equipment, and with at the U.S. Federal Aviation Administration. The Customer shall be liable to AEG for all costs and expenses of lien preparation, filing and registrations, collection costs and litigation including, but not limited to, filing fees, late charges, attorney fees, court and discovery costs and/or other costs incurred by AEG in securing, protecting, enforcing or defending its rights hereunder.
- 11.4** If the debt remains unpaid or in the event of any default pursuant to Sections 3.2 and 9.4 above, AEG may thereafter institute an action against the Customer (and/or the aircraft owner) to enforce the security agreement(s), foreclose the lien(s) and to collect the debt pursuant to Section 12 below.
- 11.5** Upon the occurrence of an event of default by the Customer under these Terms and Conditions, AEG shall be entitled to pursue any and all rights and remedies secured hereby and available under law, in equity or otherwise, including (without limitation), to accept the Collateral in full or partial satisfaction of the obligations of Customer or to retain and/or repossess and sell, without court order, the Collateral at public or private sale in accordance with Article 9 of the Uniform Commercial Code, whereby Customer shall sign and deliver to AEG documents of title to the Collateral if necessary. Customer shall be responsible to pay all reasonable attorneys' fees and costs of repossession, insurance, storage and sale of the Collateral in the event of default.

12. Governing Law, Jurisdiction and Venue

These General Terms and Conditions, shall in all respects, including, but not limited to the collection of any debt, foreclosure of any lien, or action predicated upon such debt collection, lien or financing statement, shall construed, enforced and governed in all respects in accordance with the internal substantive laws of the State of Florida or Texas (at AEG's election and its sole discretion) applicable to contracts made in such state by residents thereof and as if performed entirely within such state, including all matters of construction, validity and performance. Any agreement between AEG and its Customer, which includes or incorporates these General Terms and Conditions by reference, and any amendment to such agreement, may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument. By its receipt of AEG's Services and/or Fuel, Customer consents to resolving any dispute arising hereunder pursuant to the laws of the State of Florida, or the State of Texas, USA, at AEG's sole option. Venue of any lawsuit or legal proceeding shall be in the state or federal courts in Miami-Dade County, Florida, if the lawsuit is commenced in Florida, or in the state or federal courts in Harris County, Texas, if the lawsuit is commenced in Texas. Choice of law and venue at AEG's election shall be regardless of: (a) the amount in controversy, (b) where the Customer is domiciled or does business, or (c) where the Fuel and/or Services were rendered and excluding any conflict-of-laws rule or principle that might refer the governance or the construction of these terms to the law of another jurisdiction. Customer's purchase of Fuel, Services or other related products from AEG, or use of its AEG credit account indicates Customer's acceptance of these General Terms and Conditions, and Customer's waiver of all objections to the foregoing choice of law or forum. Service of process by certified mail, return receipt requested, postage prepaid and mailed to Customer at the address on the application, or by email where permitted as alternative or substituted service, shall be sufficient to confer jurisdiction regardless of where Customer is geographically located or does business.

13. Attorney Fees

In the event of any controversy, claim, dispute or litigation arising under or relating to Services and/or Fuel provided by AEG to Customer or relating to these General Terms and Conditions, AEG shall be entitled to recover from Customer all reasonable costs, expenses and attorneys' fees incurred in connection with such litigation. This provision is intended to supplement, not supersede, the fees and costs allowable under Sections 9 and 11 above.

14. Waiver of Sovereign Immunity

To the extent that the Customer may in any jurisdiction claim for itself or its assets immunity from suit, execution or attachment (whether in aid of execution, before judgment or otherwise) or immunity from any other form of legal process under the Foreign Sovereign Immunities Act (28 U.S. Code Chapter 97) or any other applicable law, the Customer hereby irrevocably and unconditionally waives all such immunity to the fullest extent permitted by any applicable laws and covenants that Customer shall not assert sovereign immunity as a defense either to jurisdiction or to any enforcement measures that are available in any such jurisdiction, including, without limitation, post-judgment or pre-judgment attachment of Customer's assets and any and all enforcement measures that are available for a judgment rendered in a legal proceeding conducted in another jurisdiction.

15. FuelCards

AEG may in its sole discretion issue fuel card(s) or charge cards to Customer (collectively, the "Cards") in order to enable Customer to purchase Fuel or Services, subject to availability, on credit at AEG locations. The Cards shall be valid upon receipt, and through the expiration date printed on their face. Customer acknowledges that the Cards are non-transferable and agrees not to permit the Cards to be used by any person or entity other than Customer. By using the Cards, Customer agrees to these General Terms and Conditions, and specifically agrees to pay for all fees, interest and penalties billed to Customer's account as a result of charges incurred by Customer. Payment for such fees and other charges will be made in accordance with these General Terms and Conditions, and Customer specifically agrees that failure to timely pay the balance due on the Cards may be used as the basis for filing a lien against any aircraft Customer's card is used to purchase Services or Fuel. Customer is responsible for obtaining any permission from or providing any notice to owner regarding AEG's lien rights by means of Customer's failure to pay the balance due on the Cards. Customer shall insure the information printed on the Cards or relating to such Cards is and remains accurate. Customer's failure to provide accurate information may cause Cards to be suspended. Furthermore, Customer agrees to notify AEG immediately if a Card is lost or stolen, or if Customer suspects such Card is being used without its permission. Customer shall be responsible to pay for all charges incurred prior to such notification. AEG may in its sole discretion, revoke Customer's right to use the Card at any time, with or without cause. Customer may cancel the Cards at any time by providing written notice to AEG.

16. Force Majeure

AEG shall not be required to perform any obligation to Customer if AEG's performance is delayed or precluded by any conditions beyond AEG's reasonable control; AEG shall promptly inform Customer of any such condition. In no event shall such condition excuse Customer's payment for Services and/or Fuel, including Fuel that has been provided to Customer.

17. Disclaimer of Warranty/ Limitation of Liability

AEG makes no warranty or representation of any kind or character, whether express or implied, by operation of law or otherwise, including all implied warranties of merchantability or fitness for a particular purpose, with respect to any Fuel and/or services sold to Customer hereunder. AEG expressly disclaims, and Customer hereby waives, all warranties, guarantees, obligations, liabilities, rights and remedies with respect to said Fuel and services, whether express or implied, arising by law or otherwise, including but not limited to: (a) an implied warranty of merchantability, (b) any implied warranty arising from the course of performance, course of dealing or usage or trade or (c) any implied warranty of fitness unless caused solely by AEG's gross negligence or intentional acts. AEG shall have no liability to Customer relative to any claim, loss or damages, of any kind or character, attributable to the Fuel and/or services furnished by AEG hereunder. AEG and Customer agree that AEG shall not be liable directly or indirectly for any consequential, incidental, special, indirect or exemplary damages in any way arising from the sale, handling, supply, or use of the goods and services sold, including Fuel, or from any other breach of these terms and conditions, any purchase order, quotation, proposal or any other agreement between AEG and Customer. It shall be the responsibility of Customer to make any and all inspections and investigations as Customer deems necessary to ascertain the integrity, fitness or suitability of the goods and services, including Fuel, hereunder.

18. Indemnification

Customer agrees to indemnify, defend, and save AEG and its respective members, officers, directors, employees, legal representatives, agents, successors, parent, subsidiaries and assigns harmless from and against all losses, liabilities, claims, damages and costs (including, without limitation, reasonable attorneys' fees and costs) which may arise as a result of any claim brought by any third party in connection with any Fuel or Services provided hereunder, Customer's actions or omissions in the performance and/or receipt by Customer of Fuel or Services, or any lien placed against any aircraft for which charges were incurred and made to Customer's AEG account, unless caused by gross negligence or intentional acts of AEG. In no event shall AEG be liable to Customer or any third party for any consequential, incidental, indirect, special or punitive damages under any circumstances, even if AEG has been advised of the possibility thereof, and regardless of whether or not any of the foregoing operations, activities, transfer of Fuel or Services is performed by personnel of AEG.

19. Export Control

Customer acknowledges that no Fuel or Services may be used in violation of U.S. export control and sanctions laws, including but not limited to sanctions programs administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") and the Export Administration Regulations ("EAR"), 15 C.F.R. §§ 730-774. Customer expressly agrees not to re-export and shall not directly or indirectly release or make available any Fuel to any Restricted Country or to any entity incorporated in, or otherwise owned or controlled by a Restricted Country, where prohibited by U.S. law. Customer further expressly agrees not to use Fuel in support of travel to any Restricted Country, unless authorized by a general or specific license. A "Restricted Country" shall mean any country, at the time Fuel is supplied, that is subject to comprehensive sanctions administered by OFAC and/or where a license would be required to export Fuel to such country under the EAR.

20. Third Parties

AEG has developed and continues to develop a worldwide network of persons and entities to provide AEG's Services, including Fuel, requested by Customer ("Third Party Providers"). Third Party Providers are independent contractors, and AEG does not have the right to supervise and does not supervise details of their operations. AEG shall not be liable for the acts and omissions of any such Third Party Providers. AEG's sole obligation shall be to use ordinary care in the selection of any such Third Party Providers. AEG Disclaims all liability for any acts or omissions of any Third Party Providers, including, without limitation, agents, independent contractors, subcontractors, suppliers of goods, services, or materials, transporters, into-plane agent or service providers. Customer's acceptance of these General Terms and Condition, including but not limited to use of AEG's Cards, shall be Customer's acceptance and acknowledgement that they shall be bound by the standard terms and conditions of such Third Party Providers unless otherwise negotiated between Customer and such Third Party Provider.

21. Confidentiality

Customer acknowledges that these Terms and Conditions, including, without limitation, pricing information and/or any other terms relating to the supply of Fuel or Services, are confidential. Neither Customer nor AEG shall disclose any such information to any third party without the prior written consent of the other party, unless required and mandated by court order or other applicable law.

22. Customer Information

22.1 This privacy policy covers AEG's collection or use of Customer's personal information (including, without limitation, first and last name, corporate information, telephone numbers, postal and email addresses, fax numbers, billing information and credit information), which is collected through or in connection with the Fuel or Services provided to Customer, or if viewing these Terms and Conditions via AEG's website, in connection with the use of the website. For the purposes of this policy, "this website" means www.aegfuels.com, which may link to other AEG websites.

22.2 AEG collects and uses personal information in order to, without limitation: monitor quality control and insure compliance with any and all applicable laws, regulations, codes and ordinances; respond to queries or requests submitted by Customer; process orders or applications submitted by Customer; manage Customer accounts; administer or otherwise carry out AEG's obligations in relation to any agreement Customer may have with AEG, including these Terms and Conditions; anticipate and resolve problems with any Fuel or Services supplied to Customer; process Customer's credit application pursuant to Article 10 above and/or analyze Customer's credit worthiness, risks or other matter relating to any extension of credit by AEG to Customer; and create products or Services that may meet Customer's needs.

22.3 Customer grants AEG the right to disclose any personal information relating to Customer to: any agents, employees, representatives, parent, subsidiaries, affiliates, assigns, and Third Party Providers of AEG which may perform Services arising out of or relating to Customer's account; credit bureaus and/or reporting agencies; any person, entity or governmental officer/agency/authority as required or permitted by law; and/or any person or entity as AEG may deem necessary or appropriate.

22.4 AEG reserves the right to demand any and all outstanding monetary obligations due and payable immediately, without regard to any extension of credit or otherwise, in the event AEG determines and/or discovers that the information provided by Customer is inaccurate, fraudulent, or misrepresented in any material respect, regardless of any intent or willful conduct of Customer.

23. Waiver of Consumer Rights

Customer waives any and all rights, claims, causes of action and remedies provided for under the Florida Deceptive and Unfair Trade Practices Act (§§ 501.201, et seq., Florida Statutes) and/or Texas Deceptive Trade Practices Consumer Protection Act (§§ 17.41, et seq., Business & Commerce Code), a law which gives consumers special rights and protections. Customer acknowledges that it has consulted with an independent attorney of its own selection, and otherwise voluntarily consents to this waiver.

24. Waiver of Jury Trial

The parties knowingly and voluntarily waive any right to jury trial in connection with any lawsuit brought by any party arising out of or relating to this agreement.

25. Notices

All notices, requests, demands, or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given upon receipt in person, or by overnight courier, facsimile, e-mail transmission, or upon the expiration of three (3) days after the date sent via certified mail-return receipt requested. All notices sent by mail, courier service or other related service shall be sent to Associated Energy Group, Inc., Attn: Christopher Furlan, VP Legal, Sr. Corporate Counsel, 701 N.W. 62nd Ave., Suite 490, Miami, Florida 33126 USA, and if to Customer, at the address provided by Customer. Either party may by written notice to the other change the address, telephone numbers or facsimile number, or electronic messaging system details to which notices or other communications are to be sent.

26. Failure to Enforce

Failure by AEG to enforce any of its rights hereunder shall not constitute a waiver of such rights or any other rights hereunder. No waiver or amendment of any of the provisions herein shall be effective unless it is in writing and signed by AEG and Customer. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be continuing or future waiver.

27. Amendments

AEG may revise these Terms and Conditions at any time without notice. Customer should request updated Terms and Conditions from AEG or revisit this site periodically to make sure Customer is aware of the most recent Terms and Conditions because any such modification, amendment or revision will be binding on Customer. Customer's use of the website, or purchase of Fuel or Services after such changes constitutes Customer's agreement to any such changes, amendments, modification or revisions. If viewing these Terms and Conditions on AEG's website, Customer is further advised to check each page you visit on this site. Some locations may have special additional Terms and Conditions that apply to use of or interaction with that location. The terms and conditions applicable to any given page on this site may also be changed at any time without notice. Your use of that location constitutes your acceptance of those special additional terms and conditions.

28. Binding Effect / Assignment

These General Terms and Conditions shall be binding upon AEG and its Customers, their associates, affiliates, representatives, sub-contractors, directors, officers, employees, agents and volunteers, successors and assigns. Customer shall not assign any right or obligation arising out of these Terms and Conditions without the prior written consent of AEG. Any attempt by Customer to assign or delegate any obligation hereunder shall be deemed null and void. AEG reserves the right to assign or pledge any amounts due from Customer, at any time, in AEG's sole discretion, without prior notice to, or consent of, Customer.

29. Headings

The headings used herein are for convenience only and shall not control or affect the meaning or construction or limit the scope or intent of any of the provisions hereunder.

30. Severability / Reformation

The invalidity or unenforceability, in whole or in part, of any covenant, promise or undertaking, or any section, subsection, paragraph, sentence, clause, phrase or word or of any provision hereunder by any tribunal sitting, in whole or in part, for that purpose, shall not affect the validity or enforceability of the remaining portions thereof. Moreover, the parties hereby agree that any invalid provision shall be reformed by the tribunal so as to be valid and enforceable to achieve as nearly as possible the original purpose and intentions of the parties.

31. Survival

Any termination of any part or whole of these General Terms and Conditions shall not affect the ongoing provisions of these General Terms and Conditions, which shall survive such termination in accordance with their terms.

EXHIBIT 3



April 17, 2024

VIA OVERNIGHT COURIER

FAA Aircraft Registry
6425 S. Denning
Registry Building, Room 118
Oklahoma City, Oklahoma 73169

RE: CLAIM OF LIEN – N305DG

Dear Sir or Madam:

Enclosed herewith for filing and recording is a Claim of Lien against the referenced aircraft. Also enclosed is our check in the amount of \$5.00 for the filing fees. This is being sent to you pursuant to Texas law, pursuant to a written agreement between the parties.

Please file this lien immediately upon receipt, and return the recording notice to W. Hunter Old, Aviation Law Center, 4805 Courthouse Street, Suite 201, Williamsburg, VA 23188. If you have any questions, please call Mr. Old at Aviation Law Center, (757) 229-0557.

Sincerely,

ASSOCIATED ENERGY GROUP, LLC

A handwritten signature in dark ink, appearing to read "Chris Clementi", written over a horizontal line.

Chris Clementi
CEO

Enclosures

cc: Aviation Law Center (via e-mail)

Prepared by:
W. Hunter Old, Esq.
Aviation Law Center
4805 Courthouse Street, Ste. 201
Williamsburg, Virginia 23188
Tel.: 757.229.0557

VERIFIED CLAIM OF LIEN
Pursuant to Texas Statutes

Associated Energy Group, LLC ("Claimant") hereby claims a lien in the following aircraft:

AIRCRAFT:	GULFSTREAM AEROSPACE G-IV
REGISTRATION NO.:	N305DG
SERIAL NUMBER:	1139
REGISTERED OWNER:	TBE AVIATION LLC
	4720 LAGUNA VISTA STREET
	LAS VEGAS, NV 89147-6043

This claim is for storage, fuel, repairs, maintenance work, improvements, enhancements, materials and labor, and/or services ("Services") furnished in the principal amount of **\$109,048.86**. This Claim of Lien also secures interest at the rate of 1.5% per month from November 30, 2024, together with attorney's fees, costs, and all assessments that accrue after the date of this lien. The date of last Services was October 31, 2024. Services were authorized by Arthur Ramey and others. Claimant is not currently in possession of the aircraft.

NOTICE: Pursuant to Texas law, Claimant may take possession of the Aircraft wherever it may be found until the total amount due is paid in full. Once in possession, Claimant may exercise its statutory right to sell the Aircraft at public auction and apply the proceeds against the total amount due. The lienholder shall pay any excess proceeds to the person entitled to them.

Claimant:

ASSOCIATED ENERGY GROUP LLC

c/o Aviation Law Center
4805 Courthouse Street, Ste. 201
Williamsburg, Virginia 23188

Under penalties of perjury, I declare that I have read the foregoing aircraft lien and that the facts stated in it are true.

By: _____

Title: CEO

Dated: April 17, 2025

State of Florida

County of Dade, to wit:

Subscribed and sworn to before me this 17th day of April, 2025.

Karla Garcia

Notary Public

My commission expires

3/25/29

