



3361 Enterprise Way
Miramar, FL 33025

Checklist

Mandatory documents:

- A completed credit application form.
- Terms and Conditions Acknowledgement Form.
- Authorization to release bank information document
- End User certification form.



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Account Application and Agreement

Established in 1959, VSE Corporation (NASDAQ: VSEC) is a diversified products and services company providing logistics solutions with integrity, agility, and value. VSE is dedicated to making federal and commercial clients successful by delivering innovative solutions for vehicle, ship, and aircraft sustainment, supply chain management, platform modernization, mission enhancement, program management, and providing energy, IT, and consulting services. VSE conducts business operations through our Federal Services Group and wholly-owned subsidiaries, including Wheeler Bros., Inc., VSE Aviation, Inc., Akimeka LLC and Energetics Incorporated.

VSE Aviation, Inc. is a family of companies specializing in maintenance, repair and overhaul (MRO) services and parts supply for corporate, regional and airline aircraft. Services focus on turbine engines, engine components and accessories, and avionics and electronics. Wholly-owned subsidiary member companies of VSE Aviation, Inc. include: APSCO, 1st Choice Aerospace, Kansas Aviation LLC, VSE Aviation GmbH, VSE Aviation Singapore PTE LTD.





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CREDIT APPLICATION AND AGREEMENT

I. Company Information:

Business Name: _____

Type of Business: _____

Telephone number: _____

Fax Number: _____

Invoice Address: _____

Ship To Address: _____

E-mail address: _____

Privately Held Corporation: Yes () No () Publicly Held Corporation: Yes () No ()

Partnership: Yes () No () Sole Proprietorship: Yes () No () Other: Yes () No ()

Name of Parent Company (If Applicable): _____

Country/State of Incorporation: _____

Year of incorporation: _____

FEIN/SSN: _____ Resale #: _____ W-9#: _____

(Int.) VAT I.D.# _____

Estimated value of monthly purchases your company will be making with VSE Aviation: _____

Accounting Department Information:

Contact: _____

Title: _____

Accounts Payable Email: _____

Telephone Number: _____



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1. Has there been any filings of litigation or is there any litigation pending against you or your company at this time? Yes () No ()
 - a. If yes, explain on a separate page.
2. Have any federal or state tax liens ever been filed against your company? Yes () No ()
 - a. If yes, have the liens been satisfied? Yes () No ()
3. Has your company, or if a partnership; any partner or the proprietor, filed for bankruptcy within the last seven (7) years? Yes () No ()
 - a. If yes: Chapter VII () or Chapter XI ()
 - b. State Name of Bankruptcy Court: _____

II. Names and addresses of any affiliated companies:

Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Relationship: _____

Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Relationship: _____

Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Relationship: _____



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Credit References:

Company Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Contact Person: _____

Email: _____

Company Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Contact Person: _____

Email: _____

Company Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Contact Person: _____

Email: _____



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Bank Reference:

Name: _____

Account Name: _____

Contact Person: _____

Account Number: _____

Telephone Number: _____

Fax: _____



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Credit Agreement:

The undersigned (hereinafter referred to as "Customer") hereby makes this application for credit to VSE Aviation, Inc. (hereinafter referred to as "VAI") a Texas Corporation. VAI, in its sole discretion, shall have the right to terminate any credit availability extended to Customer at any time. Customer authorizes VAI and/or its affiliates to investigate the foregoing credit references and agrees that VAI may utilize outside credit reporting services and may obtain and submit additional information on the Customer. Customer understands that the continued solvency of the Customer is a precondition to any sale(s) or services(s) by VAI and agrees to provide VAI a statement that the Customer is and remains solvent. The Customer agrees to provide VAI, upon request, with an updated VAI Credit Application and financial information as a condition to further extensions of credit.

CUSTOMER ACKNOWLEDGES THAT HE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS STATED ON THE FOLLOWING PAGES HEREIN, WHICH TERMS AND CONDITIONS ARE EXPRESSLY INCORPORATED HEREIN AND AGREES TO BE LEGALLY BOUND THEREBY.

Customer acknowledges that the information furnished to VAI in connection with this application in oral or written form will be relied upon by VAI in extending credit to Customer and represents and warrants that such information is true, accurate and complete to the best of its knowledge, information and belief.

Company Name

Name of Officer

Title

Signature of Officer

Date



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THIS CREDIT APPLICATION AND AGREEMENT IS SUBJECT TO ARBITRATION UNDER THE PROVISIONS OF THE UNIFORM ARBITRATION ACT

TERMS AND CONDITIONS

1. VSE Aviation, Inc. ("VAI") hereby agrees to provide parts, labor and other goods and or services ("Services") as may be requested by Customer up to the credit ceiling approved by VAI. Upon receipt and review of Customer's application and financial information, VAI will notify Customer in writing as to the credit ceiling approved by VAI. Customer in consideration of receiving such parts, labor and other goods and or Services agrees to pay VAI for the same in accordance with the terms and condition set forth herein. VAI, at its sole option, may extend credit for Services beyond the specified credit ceiling provided that Customer executes any additional documents required by VAI, including but not limited to a personal note and or personal guarantee of the principle or principles.
2. Customer understands and agrees that the persons listed on the Credit Application and Agreement ("the Credit Agreement") and all persons who may be authorized by such persons, shall be deemed to be Customers agent for the purposes of extension of credit hereunder.
3. Customer agrees to pay VAI at the address designated on its invoice within 30 (thirty) days of the date of invoice, the full amount of all obligations incurred there under. Any invoices remaining unpaid after forty-five (45) days shall incur a 1-1/2% per month late fee until paid in full. If any past due amount becomes delinquent, Customer agrees to pay together with the amounts due, **all costs of collection, including attorney's fees**. Customer acknowledges and agrees that title to all parts and other goods delivered by VAI, remains with VAI until such time that full payment is received by VAI from Customer.
4. Subject to any applicable law, VAI may, at any time, change any and all of the terms and conditions of this credit agreement. Any change shall be effective upon mailing notice thereof to Customer. Subject to federal and state law, any change may only affect amounts owed on the date the change is effective as well as amounts for services rendered after such change.
5. It is the policy of VAI to notify customers promptly upon the shipment of parts, or with the provision of VAI labor and other goods and or Services to the Customer. Written notice, ordinarily in the form of an invoice, will be mailed, faxed, or electronically transmitted to the Customer's address given herein within 3 days of shipment of parts, goods or completion of services requested by Customer shall be delivered F.O.B., shipping point. Accordingly, parts or goods in transit to Customer shall be deemed in possession or control of Customer.
6. Pursuant to applicable state law, VAI may exercise any appropriate lien available upon Customer's property to secure payment for Services rendered at Customer's request. The lien means that VAI has the right to retain possession of, and may ultimately have the right to resell, Customers property until all amounts due and owing hereunder are paid in full. VAI reserves the right to exercise these rights if, in its sole opinion the



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customer's credit worthiness has become questionable or impaired. VAI reserves the right to exercise any and all other remedies, whether by law or equity, available to it in enforcing or pursuing its rights under this Agreement.

7. This Credit Agreement is made in and shall be governed by and construed in accordance with the laws of the State of Texas. Customer expressly submits and consents to the jurisdiction and venue of State and federal courts of the State of Texas and agrees that such courts shall have sole and exclusive jurisdiction in any case of dispute or controversy arising hereunder or by reason hereof.
8. Customer acknowledges that this Credit Agreement and the terms and conditions contained herein only concern VAI's extension of credit to Customer and the terms of payment thereof. By extending credit hereunder, VAI makes no representations or warranties concerning any parts or Services provided by VAI, but instead, any warranties or limitations thereof shall be governed by the terms of any purchase order completed at the time Customer requests parts, labor and other goods and/or Services to be delivered or performed.
9. If requested to do so in writing by Customer and agreed to in writing by VAI, VAI shall deliver parts to a third party under the condition that Customer will be primarily liable for payment thereon.
10. Unless expressly stated in writing by VAI at the request of the Customer, no parts delivered or Services performed by VAI on any part, no statement, written or oral, and no action on the part of any officer, employee or agent of VAI shall be taken as representation or certification that any part delivered to Customer is "airworthy".
11. If any provision of the Credit Agreement is or becomes void or unenforceable by force of operation of law, the other provisions shall remain valid and enforceable.
12. Failure of VAI to insist upon strict compliance by the Customer with any of the provisions of this Credit Agreement or with any of his obligations hereunder shall not constitute a waiver of such conditions in the future or waiver of any other condition or obligation hereunder.
13. The Credit Agreement supersedes any and all previous agreements between the parties hereunto and contains the full agreement of the parties hereto.
14. **Arbitration.** Customer agrees that any and all claims and disputes with may arise in connection with the parts, and other goods and or Services provided and/or this Agreement, shall be decided by arbitration in accordance with the Texas Uniform Arbitration Act, as amended from time to time, ("the Act"), except as otherwise provided herein or otherwise mutually agreed to by both parties in writing. This agreement to arbitrate shall be specifically enforceable there under. The award rendered by the arbitrators shall be final and binding on the parties. Nothing contained in this requirement for arbitration shall preclude VAI from filing and perfecting a lien or judgment in accordance with the laws then in effect.



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All arbitration hearings shall be held at a place designated by the arbitrators in the County of Tarrant, State of Texas and shall be conducted in the English language.

Customer agrees that any arbitration hearings demanded hereunder shall be heard by: Three (3) arbitrators if the claim involves \$50,000.00 USD or more, such arbitrators to be selected in accordance with the Act; or (1) arbitrator if the claim involves less than \$50,000.00 USD, such arbitrator to be mutually selected by the Customer and VAI, or in the event Customer cannot agree on one arbitrator, three (3) arbitrators selected in accordance with the Act. In each case, however, each arbitrator shall be between the age of thirty (30) and sixty-five (65) years of age and have 1. an FAA Mechanics license with Airframe and Power plant ratings, 2. an FAA Inspection Authorization, and 3. no less than seven (7) years' experience in the Commercial Aviation aircraft service and maintenance industry.

The provisions governing discovery under the Federal rules of Civil Procedures, as amended, shall apply to any arbitration proceeding. The parties agree to cooperate with one another by furnished, within fifteen (15) days after receiving a request for production of documents, subject to limitation on availability of reproduction facilities, any business records, correspondence and the documents reasonably related to the subject matter of the arbitration which are not the proper subject of privilege or protection under the Federal Rules of Civil Procedure. Duplication costs shall be borne by the party requesting the documents.

Demand for arbitration must be made in writing to the party. In no event shall arbitration or other legal recourse be available to either party based on any claim that would be barred by any statute of limitations of the State of Texas.



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Authorization to Release Bank Information

I authorize my bank to release to VSE Aviation, Inc. the pertinent information requested for my Application for Credit.

Company Name

Authorized Signature

Date

Print Name

Bank Name

Account Number



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**END USE / END USER
CERTIFICATION**

This End Use Certification must be completed and returned to VSE Aviation, Inc. before your order can be processed.

It is VSE Aviation, Inc. policy to verify the end use and end user in all sales of all products to ensure compliance with U.S. Export Control laws and regulations. Because the products you are purchasing are, or may be, for export outside the United States, please confirm the following:

1. I (We) will not export or re-export any products, technology or software to the following destinations without authorization: CUBA, IRAN, IRAQ, NORTH KOREA, RWANDA, or SYRIA or any other country to which shipment is prohibited.
2. I (We) will not sell, transfer, export or re-export any of these products for use in activities which involve the development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use these products in any facilities which are engaged in activities related to such weapons.
3. I (We) acknowledge the U.S. Law prohibits sale, transfer, export or re-export or other participation in any export transaction involving products with individuals or companies listed in the U.S. Commerce Department's Table of Denial Orders, the U.S. Treasury Department Lists of Specially Designated Nationals (SDNs) and Specially Designated Terrorists (SDTs), or the U.S. Department of State's list of individuals debarred from receiving Munitions List items.
4. I (We) will abide by all applicable U.S. export control laws and regulations for any products purchased from VSE Aviation, Inc. and will obtain any licenses or prior approvals required by the U.S. Government prior to export or re-export of VSE Aviation, Inc. items.

Please provide detailed information regarding the end use of the goods being ordered including part number(s) being purchased; P/N of higher assembly/unit; the applicable engine application and the aircraft type.

<p>Your company name: _____</p> <p>P/N being purchased: _____</p>

Disposition or use of items by your company:

(A) If the good(s) are to be used in a repair and/or incorporated on a higher assembly/unit:

<p>P/N of higher assembly/unit: _____</p> <p>Engine application and aircraft type: _____</p>
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(B) If the good(s) and/or higher assembly/unit are to be reexported/resold:

Name of your customer:

Complete address:

Nature of business (Intermediate Consignee/End User/Owner/Operator/Foreign Government, etc.):

If your customer is not the ultimate end user, list any additional parties to this transaction below:

*Please list any additional parties to this transaction on a separate page, If required.

We certify that all of the facts contained in this statement are true and correct to the best of our knowledge; we are importing the commodities listed on our purchase order _____ for the end user and end use described herein.

Signature of Company representative

Print Name and Title

Date