

(Full entity name and address)

Viva Energy Aviation Pty Ltd
("Viva Energy")

ABN 29167761453

Level 6

720 Bourke Street

Docklands VIC 3008

("Customer")

RELEASE & INDEMNITY

Dear Customer

Australian Airports — Utilisation of Customer Drums and Fuel Quality

I understand that the Customer (and/or its related body corporates) may from time to time request or require Viva Energy (and/or its related body corporates/ agent/ contractors ("Agents")) to use the Customer provided drums for refuelling of Viva Energy fuel by Viva Energy (and/or its Agents) at one or more Australian airports for drum filling ("the Activity").

Viva Energy (or its Agent) may permit the Activity at the time of refuelling on the basis that:

- (a) the Customer warrants and covenants that it shall ensure that any drum provided by the Customer used in the Activity and any equipment provided by the Customer is not defective, is not contaminated (including but not limited to contaminated with water), or otherwise pose a risk of harm to any person, property (including aircraft) or contamination to the environment;
- (b) to the extent permitted by law, where fuel is filled into Customer provided drums, the Customer accepts full responsibility for the Activity and for the quality of the fuel following its supply, Customer shall ensure that the fuel will be protected from contamination by other fuels, water, dirt or other material that may degrade the quality of the fuel and the Customer shall not use any fuel which it knows or reasonable suspects to be off-specification or contaminated. To the extent permitted by law, Viva Energy makes no guarantees, warranties or conditions about the quality of the fuel once filled into Customer provided drums; and
- (c) the Customer agrees to these terms and provides the release and indemnity set out in this letter agreement by returning a signed and dated copy of this letter agreement to Viva Energy.

This letter agreement applies whenever the Activity occurs at any airport in Australia in connection with fuel supply by Viva Energy. Any permission granted by Viva Energy (or its agent) is for the particular refuelling in question and does not constitute permission for any other refuellings/airports.

Release and Indemnity

In consideration of the supply by Viva Energy of aviation fuel in connection with the Customer (and/or its related body corporates) engaging in the Activity, and Viva Energy permitting the Activity, the Customer releases, holds Viva Energy (its Agents and related body corporates) harmless, and indemnifies Viva Energy (its agents and related body corporates), its related body corporates and their respective directors, officers and employees to the extent permitted by law from and against all claims, damages, losses, costs, penalties, fines and expenses including but not limited to with respect to any personal injury or death, loss of or damage to any property, ground or water pollution and any clean up thereof, and any other loss or damage whatsoever arising in connection with or as a result of the Activity. This release and indemnity shall apply in the case of the negligence of Viva Energy, its related body corporates and/or their directors, officers and employees but shall not apply to the extent any claims, damages, losses, costs and expenses are caused by the gross negligence or wilful misconduct of Viva Energy, its related body corporates and/or their directors, officers and employees.



Customer Drum Filling

("Release and Indemnity")

Viva Energy holds the benefit of the Release and Indemnity on behalf of itself, and as agent and trustee for the benefit of its related body corporates, Agents, and their respective directors, officers and employees so that the benefit of the release and indemnity extends to all such persons.

Viva Energy excludes all guarantees, warranties or conditions in relation to the Activity to the extent permitted by law. To the extent Viva Energy is not permitted by law to exclude any guarantees, warranties or conditions, Viva Energy's liability shall be limited in the case of a supply of goods, to the supply of equivalent goods and in the case of a supply of services, to the resupply of the services.

The Customer signs this letter agreement in its own capacity and in its capacity as trustee for any trust for which it is trustee. If you accept the above terms and conditions, kindly sign and return to Viva Energy a copy of this letter agreement.

Yours faithfully,

P Wade
Charleville Agent
Viva Energy Australia

Accepted for and on behalf of Customer by the individual named below who warrants that s/he has authority to bind Customer to the terms of this letter agreement:

Individual:

Signature: _____

Print Name _____

Print Address _____

Date _____ / _____ / _____

Company (if applicable):

Date of Power of Attorney _____

Title of Signatory (Director/Secretary) _____