

**AMENDED AND RESTATED
AIRCRAFT MANAGEMENT AGREEMENT**

This Amended and Restated Aircraft Management Agreement (the "**Agreement**") is made and entered into as of August 31, 2013 by and among among (i) Jet Aviation Flight Services, Inc. ("**Manager**"), a Maryland corporation having its principal place of business at 112 Charles Lindbergh Drive, Teterboro, New Jersey 07608; (ii) Rance Acquisitions, LLC ("**Owner**"), a Delaware limited liability company; and (iii) Leon D. Black ("**Operator**").

RECITALS

A. Manager, Owner and Avioneta Holdings LLC entered into that certain Aircraft Management Agreement dated as of August 31, 2011 (the "**Original Agreement**").

B. Avioneta Holdings has withdrawn as a party to the Original Agreement, and the Operator desires to evidence his role as operator of the Aircraft (as identified herein).

C. Manager, Owner and Operator desire to amend and restate the Original Agreement in all respects, as more specifically set forth herein.

SPECIFIC TERMS SCHEDULE

I. Aircraft Identification

- Aircraft Make and Model: Gulfstream V
- Manufacturer's Serial Number: 681
- Aircraft Registration Number: N624N
- Registered Owner of the Aircraft: Rance Acquisitions, LLC
- Operator of the Aircraft: Leon D. Black
- Name and Address of Secured Party:
Banc of America Leasing & Capital, LLC
One Financial Plaza, 5th Floor
Providence, Rhode Island 02903
Attention: Director of Aircraft Operations

II. Aircraft Operating Base

- The Aircraft will be based at: Jet Aviation, Teterboro, NJ
- Hangar Lease shall be entered into by: Manager

III. Insurance

Aircraft shall be insured on Manager's Fleet Policy in accordance with Section 10 (all amounts specified in USD):

- Hull Stated Value: \$ 28,000,000
- Liability Limit: \$300,000,000
- War Risk: \$250,000,000

IV. Flight Support Personnel

The initial number of Flight Support Personnel assigned to the Aircraft is as follows:

- Pilots: Three (3)
- Maintenance Technicians: None
- Cabin Attendants: One (1)

V. Annual Management Fee, Operating Expense Fund, and Other Fees and Expenses

(Note: all amounts listed below are subject to adjustment as a result of Manager's review occurring each January, commencing January 2014.)

- Annual Management Fee: \$93,768.
 - Payable in monthly installments, on the 1st day of each month during the Term, in the amount of: \$7,814.00
- Annual Maintenance Coordination Fee: \$67,584.
 - Payable in monthly installments, on the 1st day of each month during the Term, in the amount of: \$5,632.
- Operating Expense Fund: \$522,539
- Operating Expenses and Non-recurring Expenses payable as provided in Section 9.6 of this Agreement.
- Hangar rent: \$27,040 per month

VI. Agreement Term Effective Date: August 31, 2013

- Initial Term: (the "**Initial Term**") Two years, subject to earlier termination as set forth in the Standard Terms and Conditions.

VII. Notifications

To Owner:

Rance Acquisitions, LLC
 c/o Wells Fargo Bank Northwest, N.A.,
 Owner Trustee, its sole member
 260 North Charles Lindbergh Drive
 MAC U1240-026
 Salt Lake City, Utah 84116
 Attn: Corporate Trust Services
 Facsimile: [REDACTED]

To Manager:

Jet Aviation Flight Services, Inc.
 112 Charles A. Lindbergh Drive
 Teterboro, NJ 07608
 Attn: Donald Haloburdo,
 VP & General Manager
 Facsimile: [REDACTED]

To Operator:

Mr. Leon D. Black
 c/o Mr. John J. Hannan
 9 W. 57th Street, 48th Floor
 New York, New York 10019
 Facsimile: [REDACTED]

VIII. Emergency Contact Information for Operator

The following person is hereby designated as the Operator's representative for Manager to contact in the unlikely event of an Aircraft or other emergency incident. The contact information provided by Operator will be kept confidential and used only in the event Manager cannot contact an Operator representative in the normal course of dealings.

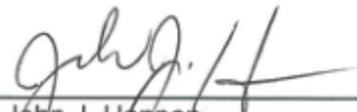
Name: Melanie Spinella
Title: Executive Assistant to Leon Black
Relationship to Operator: Employee
Cell phone with 24 hour availability: [REDACTED]
Alternate contact phone number: [REDACTED]
Fax: [REDACTED]
E-mail: [REDACTED]

By signing below, Operator acknowledges that Operator has received a copy of and reviewed the attached Jet Aviation Flight Services, Inc. Aircraft Management Agreement Standard Terms and Conditions. The parties agree that such Standard Terms and Conditions (a) are an integral part of this Agreement, (b) are binding upon and enforceable against each party, and (c) combined with the Specific Terms Schedule, shall constitute the Agreement and govern the rights and obligations of the parties with respect to the subject matter of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Aircraft Management Agreement as of the Effective Date set forth in Section VI above.

RANCE ACQUISITIONS, LLC

By: 
Name: John J. Hannan
Title: President

JET AVIATION FLIGHT SERVICES, INC.

By: 
Name: Donald Haloburdo
Title: Vice President/General Manager



Leon D. Black

JET AVIATION FLIGHT SERVICES, INC
AIRCRAFT MANAGEMENT AGREEMENT
STANDARD TERMS AND CONDITIONS

1. Management

- 1.1 In consideration of the Fees paid by Operator as set forth in Section V of the Specific Terms Schedule, Manager shall perform the following functions:
- (a) assist Operator to create a "Flight Program" for flight crew selection, monitoring, and training for the operation of the Aircraft by Operator under Part 91 of the Federal Aviation Administration's ("**FAA**") Federal Aviation Regulations ("**FARs**");
 - (b) employ and supervise flight and maintenance personnel assigned to Owner's Aircraft;
 - (c) schedule and oversee all Aircraft maintenance;
 - (d) monitor FAA directives and aircraft manufacturing bulletins to maintain compliance with the same;
 - (e) secure Aircraft hangar, office, and shop facilities at the Operating Base and other airport locations, as requested;
 - (f) provide record keeping, reporting, budgeting, payment of Aircraft-related invoices and other administrative requirements;
 - (g) schedule Aircraft, passenger, and Flight Support Personnel and provide travel support services (for the avoidance of doubt, Manager understands and agrees that during Operator Flights (as hereinafter defined), all Aircraft, passenger and Flight Support Personnel scheduling shall be controlled solely by Operator);
 - (h) provide management supervision of the operation and maintenance of the Aircraft; and
 - (i) coordinate certain rights and obligations of Operator under any separate Dry Lease (as defined in Section 6.1 below) between Manager and Operator, if any, with respect to the FAR Part 135 use, operation and maintenance of the Aircraft in accordance with such separate Dry Lease, including, without limitation, the provision of pilots and other Flight Support Personnel as an Authorized Representative of Operator.
- 1.2 The Aircraft will be maintained in accordance with FAR Part 91 and any other applicable parts of the FARs, Manager's published policies and procedures, and any other laws and rules pertaining to the FAR Part 91 operation of the Aircraft. If required pursuant to a Dry Lease, the Aircraft will be maintained in

accordance with the requirements of FAR Part 135 and as required under the terms of such Dry Lease.

2. Operational Control

- 2.1 Operator accepts and shall exercise Operational Control (as defined by 14 C.F.R. § 1.1) over all flights of the Aircraft by Operator during the term of this Agreement ("**Operator Flights**"), which flights shall be operated by Operator solely under FAR Part 91. Operator will, under the guidance of Manager, at Operator's cost, operate the Aircraft for all flights in compliance with all applicable FARs and other applicable laws, rules and regulations. Operator shall not dry lease the Aircraft to or allow the Aircraft to be operated by or on behalf of third parties under any dry lease, time share agreement or other arrangement permitted under the FARs, absent coordination with and the approval of Manager, such approval to not be unreasonably withheld. In no event shall Operator be considered in operational control of any flights operated by Manager in accordance with and under the provisions of any Dry Charter Lease, nor shall any flights conducted under this Agreement be operated as a charter flight by or for Operator. Operator shall provide reasonable advance notice to Manager of any and all operations of the Aircraft by or on behalf of Operator.
- 2.2 Owner and Operator acknowledge that Manager conducts all activities under a formal Safety Management System. Owner and Operator agree to support Manager's policies and procedures, regarding safe operations of the Aircraft and to inform Manager immediately of any issue or activity Owner or Operator observes which is prejudicial to the safety of passengers, crew or the Aircraft.

3. Flight Support Personnel

- 3.1 In the context of this Agreement, pilots (each of whom shall be dedicated to the Aircraft), cabin safety attendants employed by Manager and assigned to Owner's Aircraft are collectively referred to as "**Flight Support Personnel.**" Flight Support Personnel will be employed by Manager and carried on the payroll of Manager so long as they meet Manager's employment requirements and the other specific terms of their employment, if any. Flight Support Personnel will be appropriately certified, rated, and trained as required by the FARs and Manager policies.
- 3.2 Manager supervisory personnel will conduct required training and flight checks to observe Flight Support Personnel performance.
- 3.3 Manager shall conduct an annual performance review for all Flight Support Personnel. Owner may provide comprehensive commentary in connection with such performance review.
- 3.4 During the term of this Agreement, the Flight Support Personnel will remain employees of Manager and all of their compensation will be paid by Manager at a rate mutually agreed to by Manager and Operator. Operator shall reimburse Manager for all salary, payroll taxes, and benefits (per Section 3.5,) of Flight Support Personnel assigned to the Aircraft as specified in Section IV of the

Specific Terms Schedule (the "**Assigned Flight Support Personnel** "). All Flight Support Personnel and other employees performing services for the Aircraft or Operator shall comply with all applicable laws, including, but not limited to, those relating to substance abuse and workplace harassment. Subject to Section 3.6, Manager reserves the right to terminate or replace Assigned Flight Support Personnel for or without Cause. For purposes of this Agreement, "**Cause**" means a breach by one party of any of its duties or obligations hereunder, which breach extends beyond any applicable notice or cure periods. Operator reserves the right to request the termination of Flight Support Personnel for any reason not prohibited by law.

- 3.5 To cover the cost of benefits, Operator shall pay Manager 23% of the total salaries of the Flight Support Personnel (currently, 23% is the applicable benefit factor, and may be adjusted periodically by Manager based upon increases in benefit costs).
- 3.6 Upon expiration or termination of this Agreement, or upon termination of the employment or reassignment of any Flight Support Personnel:
- (a) pay Manager an amount equal to the accrued (through the date of the notice of termination) but unused paid time off for such Flight Support Personnel; and
 - (b) reimburse Manager an amount equal to the amount paid to the Flight Support Personnel as separation pay, severance pay or regular compensation (the "**Termination Compensation**"). The Termination Compensation amount shall be derived from Manager's current employee severance policy, which policy is subject to change at Manager's discretion.
- 3.7 Manager may from time-to-time, with prior notice to and consent of Operator, cross-utilize Flight Support Personnel to support its other management contracts, provided that such utilization shall not (a) affect the availability of the Aircraft to Operator, (b) result in any additional expense to Operator, or (c) compromise crew duty limits (whether imposed by the FARs or Manager's flight standards). Operator will be reimbursed by Manager for all such other use of Flight Support Personnel at the day rate established by Manager for such reimbursement; provided that no such reimbursement shall apply if Flight Support Personnel are utilized for any flights of the Aircraft operated by Manager pursuant to the terms of any Charter Lease of the Aircraft as contemplated in Section 6.1.
- 3.8 In the event one or more of the Flight Support Personnel is unable to operate a requested flight due to circumstances such as sickness, training, vacation, personal emergency, or crew duty limits (whether imposed by governing regulations or Manager's flight standards), Manager will use reasonable efforts to supply qualified, substitute Flight Support Personnel. The cost of qualified substitute Flight Support Personnel shall be invoiced to Operator as an Operating Expense in accordance with Section 9 and on a day rate basis established by Manager for such substitute Flight Support Personnel.

4. Flight Support Personnel Training and Qualification

- 4.1 Manager will conduct or contract for Flight Support Personnel training that meets or exceeds the requirements of Manager's published standards and the FARs governing the type of operation being conducted. Training will include, but not be limited to:

Pilots:

- (a) initial aircraft qualification, if required (at Manager approved training centers);
- (b) aircraft specific, recurrent training (at Manager approved training centers);
- (c) Manager/FAA policy and procedures recurrent training;
- (d) emergency situations training; and
- (e) annual, in-house, recurrent training in Manager's policy and procedures; and
- (f) professional qualifications enhancement training, as required, such as cockpit resource management, international operations, and cabin medical safety and any other Manager-recommended training.

Mechanics:

- (a) initial aircraft qualification, if required (at Manager approved training centers);
- (b) annual aircraft or system (engines, avionics, etc.), recurrent training (at Manager approved training centers);
- (c) annual, in-house, recurrent training and ongoing, supplemental training in Manager's policy and procedures; and
- (d) any training required by regulation or Manager's policy.

Cabin Safety Attendants:

- (a) initial qualification, if required;
- (b) annual, in-house, recurrent training and ongoing, supplemental training in policy and procedures recommended by Manager;
- (c) annual Emergency Procedures, Evacuation Procedures and In-flight Medical Procedures training; and
- (d) any training required by regulation or recommended by Manager.

- 4.2 Manager supervisory personnel will require a reasonable amount of Aircraft flight time to accomplish pilot training, proficiency checks, and line checks as

required by the FARs and Manager policy. Operator shall be responsible and pay for the cost of such training and flight time as an Operating Expense pursuant to Section 9.

- 4.3 Manager shall maintain a current training record for Flight Support Personnel documenting satisfactory completion of FAA and Manager training and currency requirements.
- 4.4 Flight Support Personnel shall be enrolled, as required, in a drug and alcohol testing program. Operator shall reimburse Manager for third-party fees related to the administration of the program with respect to the Flight Support Personnel, which shall be considered an Operating Expense and payable in accordance with Section 9.

5. Aircraft Maintenance

- 5.1 Manager shall enroll and maintain the Aircraft in an inspection program consistent with the rules under 14 C.F.R. §§ 91.409 or 135.411, as applicable, and will conduct, contract for, or supervise Aircraft maintenance services to comply with all applicable regulations.
- 5.2 Manager will obtain FAA authorization for use of the Minimum Equipment List ("**MEL**") for the Aircraft under the provisions of 14 C.F.R. §§ 91.213 or 135.179, as applicable.
- 5.3 Manager will maintain records on the Aircraft, engines and systems in accordance with the applicable FARs and Manager's published maintenance procedures. Such records will be considered part of the Aircraft and, as such, will remain the property of Owner. Manager may retain copies for its own records.
- 5.4 Manager will schedule Aircraft maintenance, and keep Operator apprised of the Aircraft's maintenance schedule and maintenance status.
- 5.5 On Operator's behalf, Manager will always attempt to obtain parts and services that may be available to Operator under the Aircraft's warranties and to negotiate with vendors to gain the most favorable prices for maintenance parts and services.

6. Dry Lease

- 6.1 Operator acknowledges that Owner and Manager, or an affiliate of Manager, may enter or may have entered into an Aircraft Dry Lease and Commercial Operations Agreement ("**Dry Lease**") pursuant to which Manager may operate charter flights of the Aircraft under FAR Part 135, including related non-charter flights as may be provided in such Dry Lease. Operator acknowledges that Manager may utilize Flight Support Personnel for such flights under the Dry Lease and that Manager will, on behalf of Owner, coordinate certain rights and obligations of the parties under the Dry Lease as applicable to the operation and maintenance of the Aircraft.

7. **Records and Administration**

- 7.1 Manager shall maintain facilities for storage of Flight Support Personnel records and Aircraft records, flight operations supervision, scheduling assistance, and accounting support.
- 7.2 Manager will supply Operator with an annual estimated budget and monthly reports summarizing financial and flight activity.
- 7.3 Manager will keep all flight, passenger, and cost records neat and up-to-date in accordance with good accounting practices.
- 7.4 All maintenance, flight, accounting and other records pertaining to the performance of Manager's services hereunder will be open for review and audit by Owner or Operator at Manager's Teterboro office upon not less than forty-eight (48) hours' notice throughout the term of this Agreement, and for the period ending two (2) years after the termination thereof. Manager will not destroy such records prior to the time when Owner or Operator's right to inspect and audit terminates. The provisions of this Section will survive the termination or expiration of this Agreement.

8. **Hangar and Office at Operating Base**

- 8.1 Manager shall provide appropriate hangar, office, and shop space for the Aircraft and Assigned Flight Personnel ("**Hangar Lease**") at appropriate airport locations.
- 8.2 Manager shall assist Operator in negotiation of such leases for space as are described in Section 8.1 above (each, a Hangar Lease, which shall be executed in Operator's name. Manager and Operator shall seek to minimize any potential liabilities to Operator and Manager, and shall acknowledge the authority of Manager to access such hangar, office and shop space as necessary to perform the duties and responsibilities of Manager under this Agreement. The legal review of the terms and conditions of any Hangar Lease shall be performed at Operator's cost by Operator's counsel. Operator acknowledges that each Hangar Lease must be approved by Manager's insurance carrier, and Operator agrees to supply Manager with a copy of such Hangar Lease promptly upon execution thereof.
- 8.3 If requested by Operator, Manager shall act as paying agent with respect to the rental amounts due in regard to any Hangar Lease and shall invoice Operator therefore as an Operating Expense in accordance with Section 9.3.
- 8.4 Manager shall provision the Operating Base to support the operation and maintenance of the Aircraft subject to budget approval by Operator and any necessary adjustment to the Operating Expense Fund.

9. Fees, Expenses, Operating Expense Fund and Billing Procedures

- 9.1 The annual Management Fee to be charged to Operator specified in Section VI of the Specific Terms Schedule will be invoiced to and payable by Operator in monthly installments in arrears.
- 9.2 Manager and Operator agree that the Annual Management Fee and Annual Maintenance Coordination Fee (including Maintenance Management fee, and any other fixed fees specified in this Agreement) shall be adjusted each January during the term of this Agreement including the Initial Term by multiplying the annual amount for the preceding year by the change in the Consumer Price Index for all Urban Wage Earners and Clerical Workers of the Bureau of Labor Statistics of the United States Department of Labor, for the New York-Northeastern New Jersey area (referred to as the "**CPI**") as published for the 12th month of the preceding year.

Example: $(1 + \% \text{ change in CPI}) * \text{Current Management Fee} = \text{Following year's Management Fee}$

- 9.3 Operating expenses payable by Operator in accordance with Section 9.6 shall be based on actual costs and include, but are not limited to, the following items incurred by Manager on Operator's behalf ("**Operating Expenses**"):
- (a) fuel, oil, and additives (Manager shall utilize the Jet Aviation Fuel Desk and attempt to obtain best fuel pricing at all fixed-base operators, not just those operated by Manager or its affiliates);
 - (b) replacement and consumable parts (including shipping costs and core charges for parts and components), maintenance labor (other than the cost of maintenance labor performed by Flight Support Personnel, or the maintenance coordinator), and third- party service fees for technical support of the Aircraft;
 - (c) engine and airframe maintenance service plan fees, as applicable, if requested by Operator;
 - (d) landing, parking, handling, customs, airways, and overflight fees, hangar fees and expenses at locations other than the Operating Base, and computer flight plans;
 - (e) navigation, operations, and maintenance publications;
 - (f) catering, supplies, and in-flight entertainment materials;
 - (g) Flight Support Personnel and Manager supervisory personnel travel expenses properly incurred in support of the operation of the Aircraft;
 - (h) communications charges and outside computer services related to Aircraft operations and maintenance;

- (i) charges from professional aviation search firms to recruit, test, and hire initial and replacement Assigned Flight Support Personnel;
- (j) substitute Flight Support Personnel;
- (k) required annual medical examinations, alcohol and drug testing of Flight Support Personnel;
- (l) Flight Support Personnel salaries (including all applicable payroll taxes), as provided in Section 3.4, including any Termination Compensation, as applicable;
- (m) Flight Support Personnel benefits, as provided in Section 3.5;
- (n) Operating Base hangar/office/shop rent, utilities and related expenses;
- (o) Medlink subscription at Manager's fleet discount cost;
- (p) Assigned Flight Support Personnel professional training in accordance with Section 4.1, and related travel expenses, including that required of Management supervisory personnel in accordance with Section 4.2;
- (q) all reasonable travel and other expenses for Manager employees, or contractors to conduct the certification and conformity inspection and Flight Support Personnel training. Initial certification training is for up to three (3) flight crewmembers and one (1) maintenance person. Additional training of new flight crewmembers, additional crewmembers above the three covered in the one-time fee, or replacement crewmembers on the account or maintenance personnel will be billed to the Operator at the rate of \$100.00 per hour/per person for all other personnel trained in addition to those listed above.
- (r) research and analysis as requested in writing by Operator will be charged at \$150 per hour, plus any reasonable related out-of-pocket expenses or as otherwise agreed between Operator and Manager. Manager's Client Vice Presidents supervise the preparation of annual budgets, approve related invoices, and respond to client account-related questions. The research and analysis referred to in this section relates to activities outside this normal level of service or beyond what is reasonable and provided as part of the monthly package.

9.4 Non-recurring expenses include, but are not limited to, such items as Aircraft paint and refurbishing, major maintenance items such as engine overhaul and airframe modifications, personnel relocation expenses, maintenance ground support equipment, initial spare parts provisioning and inventories, office and shop equipment, communications and computer equipment for Flight Support Personnel, as appropriate, and special training requirements ("**Non-recurring Expenses**"). Non-recurring Expenses will be invoiced to and payable by Operator in accordance with Section 9.6, except that any Non-recurring Expense in excess of \$25,000 may, at Manager's option, be required to be paid

by Operator directly to the vendor, or invoiced to Operator at Manager's net cost on a supplemental invoice which will be due upon receipt.

- 9.5 Notwithstanding anything to the contrary, Manager will make no expenditure hereunder in excess of \$25,000 without the prior approval of Operator, except that Manager shall have the authority to incur an expense greater than \$25,000 if the expense is reasonable and necessary and if Manager has attempted to contact Operator and the part/item or the immediate performance of the service to which such expense relates is required in order to perform any scheduled mission of the Aircraft or secure or return the Aircraft to the Operating Base. Except as otherwise specifically provided in this Agreement, all goods, support services, parts, labor, fuel, materials and any other items purchased by Manager to support Operator's flight activities will be passed on to Operator at Manager's actual cost, with no markup, rebate, commission or other fee received or retained by Manager. Manager shall attempt to secure discounts on all purchases made on behalf of Operator, and all such discounts will be credited in full to Operator's account.
- 9.6 Operating Expenses and, except as otherwise provided in Section 9.4, Non-recurring Expenses will first be paid by Manager on behalf of Operator, and then re-invoiced to Operator at Manager's net cost. Manager will issue to Operator an invoice detailing all charges to Operator's account for the preceding month. This invoice will be due 30 days from the invoice date.
- 9.7 Upon execution of the Original Agreement, Owner deposited funds into the Operating Expense Fund to cover the Aircraft's working capital requirements.
- (a) Operator and Manager will reset the amount of the Operating Expense Fund annually during the term of this Agreement (including renewal terms) so that the new Operating Expense Fund amount is equal to two (2) times the average budgeted monthly Aircraft expense, which is calculated by taking the aggregate budgeted operating expense for the forecasted twelve (12) months and dividing by six (6). Upon resetting the Operating Expense Fund, Operator shall transfer to Manager, or Manager shall refund to Operator, an amount equal to the difference between the amount calculated as the original or most recently calculated Operating Expense Fund and the newly reset Operating Expense Fund.
- (b) If at any time the amount in the Operating Expense Fund shall be less than \$25,000, Manager may notify Operator of that fact and request that Operator transfer to Manager an amount equal to the aggregate amount of all incurred but not invoiced operating and Non-recurring Expenses, plus any invoiced amounts which have not yet been paid. At no time will the Start-up Working Fund drop below zero, at which time, Manager reserves the right to cease the operation of the Aircraft until the Operating Expense Fund has been replenished in accordance with this Agreement. Notwithstanding the foregoing, if Manager in its reasonable judgment determines that the amount in the Operating Expense Fund will continue to drop below \$25,000 due to Aircraft usage or other factors, Manager may recalculate the Operating Expense Fund based on the provisions of Section 9.7(a) hereof and also request that Operator

transfer an additional amount equal to the difference between the amount calculated as the original or most recently calculated Operating Expense Fund and the newly reset Operating Expense Fund. Operator shall transfer amounts due under this paragraph to Manager within ten (10) business days of Manager's notice.

- 9.8 No later than ninety (90) days following the expiration or termination of this Agreement, Manager will provide Operator a final statement of the Operating Expense Fund and any Fees, Operating Expenses and Non-recurring Expenses to which funds from the Operating Expense Fund have been applied since the last statement provided by Manager. During such ninety (90) day period, and notwithstanding the termination or expiration of this Agreement, Manager may apply any available funds from the Operating Expense Fund to reimburse Manager for or directly pay (a) any Operating Expenses or Non-recurring Expenses incurred pursuant to this Agreement, and (b) any other unpaid amounts due Manager, including, without limitation, Annual Management Fees, Annual Maintenance Coordination Fees, and Maintenance Management Fees. Concurrently with the issuance of such final statement, Manager will refund to Operator the remaining balance of the Operating Expense Fund, if any. Notwithstanding the foregoing, upon receipt of invoice from Manager, Operator shall promptly reimburse or pay all Operating Expenses, Non-recurring Expenses, and any other unpaid amounts due Manager under this Agreement which exceed any remaining balance of the Operating Expense Fund, or which remain unpaid following issuance of the final statement and refund of any amounts in the Operating Expense Fund to Operator. For clarification, issuance of the final statement and refund of any remaining balance of the Operating Expense Fund shall not constitute a waiver of the right of Manager to collect, or the obligation of Operator to pay, any unpaid amounts due Manager under this Agreement, including any Operating Expenses or Non-recurring Expenses properly incurred by Manager on Operator's behalf pursuant to this Agreement. The provisions of this Section will survive the termination or expiration of this Agreement.
- 9.9 Any amount not paid by Operator when due under this Agreement shall bear interest at a rate equal to one and one-half percent (1 1/2%) per month.
- 9.10 Manager will pass through to Operator the benefit of discounts available to Manager and applicable to the Aircraft due to volume purchasing of flight training, fuel, OEM parts, insurance, and related services.

10. Insurance and Indemnity

- 10.1 Manager shall obtain, at Operator's sole cost and expense, aircraft and incidental airport premises liability insurance, including war and allied perils, for the benefit of Operator and Manager in connection with the use of the Aircraft. Such coverages shall be in such amounts and subject to such minimums as specified in Section III of the Specific Terms Schedule.
- 10.2 Manager shall obtain, at Operator's sole cost and expense, all risks ground and flight aircraft hull physical damage, including hull war risk and allied perils, insurance in the amount of the full replacement value of the Aircraft, which the

parties agree shall be in an amount specified as the Hull Value in Section III of the Specific Terms Schedule. Such insurance shall name Operator, Owner and any lessor or lien holder as loss payees as their interests may appear and include a waiver of subrogation clause in favor of the Manager and Jet Aviation Holdings USA, Inc., including their respective subsidiaries and affiliated companies as well as each of their respective officers, directors, shareholders, employees, and agents (collectively, "**Jet**"), and insure the interest of Owner, Operator and Jet regardless of any breach or violation by the other of any warranties, declarations, or conditions contained in such policies.

- 10.3 Each of Manager and Owner shall maintain Workers' Compensation insurance that provides applicable statutory benefits for all of its employees performing services under this Agreement and Employer's Liability insurance of not less than One Million United States Dollars (USD\$1,000,000.00) for bodily injury by accident or disease.
- 10.4 Owner and Manager agree to provide each other with certificates of insurance evidencing coverage as required herein upon execution of this Agreement and annually thereafter or immediately upon request at any time thereafter.
- 10.5 Such liability insurance coverage as required under Section 10.1 (a) shall name Owner and Operator, and their respective affiliates, successors and assigns, and Jet as named insureds, insure the interest of Owner, Operator and Jet regardless of any breach or violation by the other of any warranties, declarations, or conditions contained in such policies, (b) shall be primary without any right of contribution from any other insurance maintained by the parties, and (c) shall insure contractual liability as assumed herein as set out in Section 10.8 to the extent coverage is afforded under such liability insurance coverage. The geographic limits, if any, contained in each and every such policy of insurance shall include at a minimum all territories over which Manager, Owner or Operator will operate the Aircraft for which the insurance is placed. Each policy shall contain an agreement by the insurer to provide each party with thirty (30) days (or such lesser time as may be customary in the aviation industry in the case of war risk insurance, if such war risk insurance so requires, and no less than ten (10) days in the case of any nonpayment of premium) advance written notice of any deletion, cancellation, or adverse material change in coverage made by the Insurer.
- 10.6 Each insurance policy required under this Section 10 shall be issued by a company or companies who are qualified to do business in the United States and who (i) will submit to the jurisdiction of any competent state or federal court in the United States with regard to any dispute arising out of the policy of insurance or concerning the parties herein; and (ii) will respond to any claim or judgment against Owner or Operator in any competent state or federal court in the United States or its territories.
- 10.7 In the event an insurance policy satisfying all the requirements of this Section 10 cannot reasonably be obtained, the parties agree to amend the requirements of this Section 10 to the extent reasonably necessary to conform to the requirements of this Section 10 to the terms and conditions of available insurance. Unless otherwise agreed by the parties, any such amendment shall

only apply until insurance may again be reasonably obtained that satisfies the requirements of this Section 10 as of the Agreement Effective Date.

- 10.8 As among Owner, Operator and Manager, the insurance coverages to be provided pursuant to this Section 10 shall be the sole recourse and remedy of Owner, Operator and Manager, respectively, with respect to any and all loss or damage to the Aircraft or other property of Owner, Operator or Manager, or due to injury or death of persons, except in the case where such loss or damages (a) are not the subject of a covered claim under the applicable insurance coverages to be maintained hereunder, or (b) are a result of the gross negligence or willful misconduct of Owner, Operator or Manager, as applicable (collectively "**Excess Damages**"). Owner, Operator and Manager shall (each, an "**Indemnifying Party**") indemnify and hold harmless each other and their respective affiliates, officers, directors, managers, agents, servants, and employees (each, an "**Indemnified Party**") from and against any and all liabilities, claims, demands, suits, judgments, damages, losses, costs, and expenses (including reasonable legal expenses and attorneys' fees) (collectively, "**Indemnified Claims**") which constitute Excess Damages on account of or in any way connected with injury to or death of any third parties or loss of or damage to the property of any third party property and resulting from or arising out of the operation of the Aircraft when specified under this Agreement to be under the operational control of such Indemnifying Party.
- 10.9 EXCEPT AS SET FORTH IN SECTION 10.8, EACH PARTY WAIVES ANY RIGHT TO RECOVER ANY DAMAGE, LOSS, OR EXPENSE ARISING OUT OF THIS AGREEMENT. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR OR HAVE ANY DUTY FOR INDEMNIFICATION OR CONTRIBUTION TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY DAMAGES FOR LOSS OF USE, REVENUE, PROFIT (EXCLUDING DIRECT DAMAGES FOR FEES OR EXPENSES DUE MANAGER PURSUANT TO THIS AGREEMENT), BUSINESS OPPORTUNITIES AND THE LIKE, OR LOSS OR DAMAGE TO OR DEPRECIATION OF VALUE OF THE AIRCRAFT, OR INSURANCE DEDUCTIBLE, EVEN IF THE PARTY HAD BEEN ADVISED, OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
- 10.10 The provisions of Section 10.8 and 10.9 will survive the termination or expiration of this Agreement.

11. **Optional Charter Services**

- 11.1 In the event that Operator desires to receive charter air transportation services from Manager, Manager shall provide such services to Operator pursuant to the Charter Services Agreement incorporated herein as Exhibit A, the terms and conditions of which shall be binding upon Operator and Manager. Nothing in this Section 11.1 is intended to create any obligation for Operator to acquire charter air transportation services from Manager.

12. Duration and Termination

The Initial Term of this Agreement is as set forth in Section VI of the Specific Terms Schedule. Upon expiration of the Initial Term and any Successive Term (as hereafter defined), this Agreement will be automatically extended for an additional twelve (12) month term (each such period, a "**Successive Term**"), unless no later than sixty (60) days prior to the expiration of the Initial Term or the then current Successive Term, Operator provides Manager with irrevocable written notice of its intent to terminate the Agreement, whereupon this Agreement shall terminate at the end of the Initial Term or the then applicable Successive Term. Notwithstanding the foregoing, (a) Operator may terminate this Agreement at any time upon no less than sixty (60) days prior written notice to Manager, (b) in the event that Owner sells the Aircraft to a third party, Operator may terminate this agreement with thirty (30) days prior written notice to Manager, (c) without Cause, Manager may terminate this Agreement upon the earlier of (i) one hundred twenty (120) days written notice to the Owner and Operator, or (ii) the date that the Aircraft is subject to a management agreement with another air carrier and certificated for use by such air carrier in commercial charter for hire in accordance with Federal Aviation Regulations Part 135, or (d) any Party may terminate this Agreement upon written notice to the other Party if (i) the Aircraft suffers a total loss, or (ii) the Aircraft suffers damage requiring it to be out of service for repairs for more than sixty (60) days and Manager, Operator and Owner are unable, within ten (10) days of such written notice, to mutually agree upon revised terms and conditions in this Agreement during such repair.

- 12.1 This Agreement may be terminated upon written notice by either party (the "**Non-Defaulting Party**") if (a) the other party shall fail to make any payment due hereunder within ten (10) days of written notice from the Non-Defaulting Party that such payment is past due, (b) the other party shall fail or refuse to comply with and perform any other material agreement or obligation of such party set forth in this Agreement, or if Owner chooses not to accept Manager's recommendations hereunder which would otherwise render the aircraft non-airworthy, or (c) any representation or warranty of such party set forth in this Agreement shall fail at any time to be true and correct, which failure, refusal, breach or default, if curable, shall not be cured within thirty (30) days after receipt by such party of written notice from the Non-Defaulting Party specifying such failure, refusal, breach or default. In addition, this Agreement may be terminated upon written notice by the Non-Defaulting Party if (d) the other party becomes insolvent or is unable to pay its debts in the ordinary course of business, (e) the other party makes an assignment for the benefit of its creditors, (f) a receiver, liquidator, custodian, trustee or the like is appointed for the other party or its property, (g) the other party commences a voluntary case or consents to the entry of an order for relief in any involuntary case under any applicable bankruptcy or insolvency law, or (h) the other party fails to keep and maintain in full force and effect the insurance coverages required to be maintained by such party in accordance with this Agreement.
- 12.2 In the event that Operator fails to make any payment when due under this Agreement, such failure shall be deemed to be a material breach of this Agreement and Manager may, at its option and immediately following written

notice to Operator, suspend its obligations hereunder pending receipt of overdue payments, in addition to any right of termination of this Agreement in accordance with Section 12.2.

- 12.3 In addition to the termination rights of any party, Manager may terminate this Agreement immediately upon written notice to Operator, if (a) Operator shall be in default under any material term or condition of any Dry Lease with Manager, and such default shall not have been cured or waived under any applicable cure period provided in any such Dry Lease, (b) any other event or circumstance shall occur that shall permit Manager or any affiliate of Manager to terminate any Dry Lease with Manager, (c) the registration of the Aircraft shall be changed or become invalid, or the Aircraft shall be sold or leased by Owner to a third party, (d) any lease, operating or financing agreement applicable to Owner or the Aircraft shall be declared in default and any party to such Agreement other than Owner shall demand or request possession of the Aircraft or undertake any action to repossess or otherwise restrict or deny the use and operation of the Aircraft by Owner or Manager in accordance with this Agreement, or (e) Owner or Operator is in default under any other agreement between such party and Manager or any affiliate of Manager, which default permits Manager or such affiliate to terminate such agreement or seek other remedies thereunder.
- 12.4 In addition to the termination rights of either party, Operator may terminate this Agreement immediately upon written notice to Manager, if (a) Manager shall be in default under any material term or condition of any Dry Lease with Operator, and such default shall not have been cured or waived under any applicable cure period provided in any such Dry Lease; (b) any other event or circumstance shall occur that shall permit Operator or any affiliate of Operator to terminate any Dry Lease with Manager; (c) the registration of the Aircraft shall be changed or become invalid other than by reason of the acts or omissions of Operator (other than termination due to Manager's default under Section 12 or as permitted in Section 12.1), in which event Manager shall be entitled to the Annual Services Fee, Annual Maintenance Coordination Fee, and Maintenance Services Fee that Manager would have received for the remaining term of the Agreement; or (e) Manager is in default under any other agreement between Operator and Manager or any affiliate of Operator, which default permits Operator or such affiliates to terminate such agreement or seek other remedies thereunder. Each party shall remain liable for, and the termination of this Agreement shall not relieve party of, its respective rights or obligations accrued under this Agreement prior to the effective date of such termination. Manager shall have a lien upon and may retain possession of the Aircraft until all amounts due Manager under this Agreement have been paid in full.
- 12.5 In the event of any termination of this Agreement, Manager may require Operator to take immediate possession of the Aircraft, and if Operator shall fail to do so, Manager may at its option remove the Aircraft from any Manager hangar and/or otherwise park or store the Aircraft, for Operator's account and without further liability to Operator; provided that Operator shall be liable to and pay and reimburse Manager for reasonable parking and storage charges (as applicable) reasonably incurred by (or charged by) Manager in connection with

the care and custody of the Aircraft until Operator accepts possession of the Aircraft

13. Business Relationship

- 13.1 The parties hereto acknowledge that they will receive nonpublic information (in such capacity, the "**Receiving Party**") regarding each other's companies, affiliates, and customers that the other party (the "**Disclosing Party**") deems confidential ("**Confidential Information**"). Without limitation, such Confidential Information may include information in tangible or intangible form relating to and/or including the following:
- a. The terms of this Agreement,
 - b. The identity and service preferences of Manager's charter customers,
 - c. Manager's and its affiliates' business policies, plans, practices, manuals, and maintenance tracking capabilities, and
 - d. Operator's and its affiliates' business policies, plans, practices, services preferences, and travel itineraries.
- 13.2 Confidential Information shall not include any information that is or subsequently becomes publicly available without the Receiving Party's breach of an obligation owed to the Disclosing Party.
- 13.3 As to the Confidential Information, the Receiving Party shall:
- a. Take reasonable security precautions, as least as great as the precautions the Receiving Party takes to protect its own confidential information, but no less than reasonable care, to keep confidential the Confidential Information; and
 - b. Refrain from disclosing any Confidential Information to third parties, except as reasonably required in the performance of the Receiving Party's obligations under this Agreement, or as required by law (provided that the Receiving Party, if allowed by law, gives the Disclosing Party reasonable notice prior to such disclosure to allow Disclosing Party a reasonable opportunity to seek a protective order or equivalent).
- 13.4 The Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information by the Receiving Party, and must cooperate with the Disclosing Party in every reasonable way to help the Disclosing Party regain possession of the Confidential Information and prevent further unauthorized use or disclosure.
- 13.5 Receiving Party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that the Disclosing Party shall be entitled, without waiving any other rights or remedies, to

such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction. If the Disclosing Party employs attorneys to enforce any rights arising out of or relating to this section and prevails in its claim, the Disclosing Party shall be entitled to recover reasonable attorney's fees and costs from the Receiving Party.

- 13.6 Operator appoints Manager as its agent for the limited purpose of executing, for and on behalf of Operator, any maintenance program and maintenance inspection agreements as shall be necessary in order for Manager to fulfill its obligations under this Agreement. Operator agrees to comply with any and all reasonable obligations and limitations set forth in any such agreements, and will be responsible for any and all liabilities arising out of such agreements. Operator hereby agrees to indemnify, defend and hold Manager harmless from and against any claims, damages, losses or expenses (including reasonable legal fees and expenses) arising pursuant to any such maintenance program and maintenance inspection agreements.

14. Force Majeure

- 14.1 Neither party will be deemed to be in breach of its obligations hereunder or have any liability for any delay in performance hereunder, including any cancellation of a flight, or damage to the Aircraft, arising in whole or in part from any act of God, act of nature, acts of civil or military authority, strike or labor dispute, mechanical failure, lack of essential supplies or parts, or for any other cause beyond the reasonable control of such party.

15. Liens

- 15.1 Manager will ensure that no liens are created or placed against the Aircraft by third parties for claims against Manager, except for mechanic's liens to be discharged in the normal course of business or those arising out of any failure of Operator to pay or reimburse Manager for any fees and expenses as required herein.

16. Miscellaneous

- 16.1 This Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of law provisions. For any matter seeking injunctive or equitable relief, the parties hereto consent to the jurisdiction and venue of the United States District Court in New York, New York, where the matter in controversy meets the jurisdictional threshold requisites, or the state trial courts in New York, New York, where federal jurisdiction is not satisfied.
- 16.2 In the event of a dispute or controversy under or relating to this Agreement other than a dispute or controversy seeking injunctive or equitable relief, it shall be submitted to arbitration for resolution, which arbitration shall be conducted in New York, before one arbitrator, in accordance with the rules of the American Arbitration Association then in effect. The decision of the arbitrator shall be binding on the parties and judgment upon the award or arbitration rendered by the arbitrator may be entered in any court having jurisdiction thereof. The

arbitrator shall limit its judgment to the matters permitted to be submitted to it under the express terms of this Agreement. The expense of the arbitrator shall be borne equally between the parties hereto.

- 16.3 THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTELLIGENTLY WAIVE THEIR RIGHTS TO A JURY TRIAL IN ANY ACTION, SUIT, OR PROCEEDING RELATING TO, ARISING UNDER, OR IN CONNECTION WITH THIS AGREEMENT AND ANY OTHER DOCUMENT, AGREEMENT, OR INSTRUMENT EXECUTED AND DELIVERED IN CONNECTION WITH THE FOREGOING.
- 16.4 Nothing contained in this Agreement will in any way create or be construed to evidence the intention of the parties to constitute any association, partnership, or joint venture relationship between the parties.
- 16.5 The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision hereof.
- 16.6 In the event any arbitration proceeding or legal action, including an action seeking injunctive relief as provided herein, is instituted by either party for the purpose of interpreting or enforcing any term or provision of this Agreement, the prevailing party in such action shall be entitled to recovery of reasonable attorney's fees and expenses incurred in connection therewith, including investigative and expert fees and all other actual arbitration and court costs. The provisions of this Section will survive the termination or expiration of this Agreement.
- 16.7 Notification under this Agreement will be made by facsimile (with confirmation of transmission) or overnight delivery service to the addresses specified in Section VII of the Specific Terms Schedule (or such other address as may be provided to the other party in writing from time to time).
- 16.8 This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof, provided that this Agreement shall not supersede or control, but shall apply concurrently with, any Dry Lease applicable to the Aircraft. The terms of any such Dry Lease shall control with respect to any operations of the Aircraft by Manager pursuant to its Air Carrier Certificate in accordance with the terms of such Dry Lease. This Agreement may be amended only by a written instrument duly executed by an authorized representative of the parties hereto or their respective permitted assigns.
- 16.9 Neither Operator nor Manager may assign this Agreement, in whole or in part, without the prior written consent of the other, which will not be unreasonably withheld or delayed; *provided*, that the consent of Owner shall not be required in the event the rights and obligations of Manager are assigned to and assumed by an entity with which Manager may merge or consolidate, or which may acquire substantially all of the assets of Manager.
- 16.10 Each of the parties hereto represents to the other party that it has been represented by legal counsel in connection with the negotiation and execution

of the Agreement. In addition, Operator represents that it has retained its own tax advisor and is not relying in any way on Manager for tax advice.

- 16.11 The delay or omission in the exercise or enforcement of any right or remedy by either party shall not be construed as a waiver of such right or remedy.
- 16.12 The section headings in this Agreement are inserted only for convenience and do not affect the interpretation hereof.
- 16.13 A facsimile or electronically transmitted copy of an original signature to this Agreement shall be considered the same and effective as an executed original, and this Agreement may be executed in duplicate counterparts, each of which when fully signed shall constitute one and the same executed Agreement.
- 16.14 Operator, at its own expense, may at any time audit Manager's financial expense and maintenance records relating to the Aircraft, provided that such auditing activity must be requested in writing and must be conducted during normal business hours. As part of any such audit, Operator and its accountants, attorneys, and aviation technical advisors may make copies of the records, but solely for the purpose of the audit and not for distribution to third parties, other than as might be required by law.
- 16.15 Each party hereto shall execute and deliver all such further instruments and documents as may reasonably be requested by the other party in order to fully carry out the intent and accomplish the purposes of this Agreement as well as to comply with any change in any applicable rule, regulation or law.

EXHIBIT A

This Charter Services Agreement (this "**Agreement**") is made and effective on August 31, 2013 (the "**Effective Date**") by and between Jet Aviation Flight Services, Inc. (hereinafter "**Jet Charter**"), having an address of 112 Charles A. Lindbergh Drive, Teterboro Airport, Teterboro, NJ 07608 and Leon David Black, having an address of 9 W. 57th Street, 43rd Floor, New York, NY 10019 (hereinafter "**Client**"), and sets forth the terms and conditions that shall apply to charter air transportation services arranged for Client by Jet Charter in accordance with this Agreement.

Client wishes to engage Jet Charter on a NON-EXCLUSIVE basis to arrange charter air transportation and ancillary services for Client. Jet Charter, as agent for Client, will arrange for charter transportation and ancillary services on selected aircraft operated on a FAR Part 135 air carrier certificate issued by the Federal Aviation Administration ("**FAA**") and/or on selected aircraft operated on a valid and effective air operator certificate issued by the appropriate national aviation authority outside the United States (hereinafter "**Qualified Air Carrier**").

1. Term, Services Provided

This Agreement shall have a term of twelve (12) months, commencing on the Effective Date (the "**Initial Term**"), and shall automatically renew for additional twelve (12) month periods (each such twelve month renewal period, a "**Renewal Term**") unless terminated earlier as provided herein. This Agreement may be terminated by either Jet Charter or Client without Cause at any time with thirty (30) days prior written notice to the other party. Upon the expiration or termination of this Agreement for whatever reason, all undisputed amounts owed but unpaid under this Agreement shall be paid in full to the party to which they are due.

Jet Charter shall provide to or arrange for Client the following services, as requested or appropriate: (i) schedule and arrange flights with a Qualified Air Carrier, as applicable; (ii) passenger ground transportation; (iii) catering; and (iv) ground handling for domestic and international destinations.

2. Jet Charter as Agent

Client hereby appoints Jet Charter as its agent to arrange for charter transportation and ancillary services on Qualified Air Carrier aircraft. Each Qualified Air Carrier as well as any aircraft provided by such carrier will be reasonably selected by Jet Charter as agent for Client and will be approved by Jet Charter based on industry standards and criteria specifically determined by Jet Charter.

3. Operational Control

During all phases of flights conducted hereunder, the Qualified Air Carrier shall have and retain complete and exclusive operational control (as defined in FAR 135.77 and FAR 1.1) over the aircraft and the flight crew, and shall exercise sole authority over initiating, conducting or terminating any flight. In addition, the pilot-in-command of any flight provided hereunder may, in his or her discretion, terminate or refuse to commence any flight, or take any other flight-related action which, in the pilot-in-command's judgment, is necessary to ensure the safety of the aircraft, passengers or flight crew.

4. Rates

A verbal and written price quote not exceeding 95% of the retail charge for such itinerary ("**Quote**") setting forth the cost per flight hour for the selected aircraft and the estimated cost (including reasonable detail of all charges) for the flight shall be provided to the Authorized Client Representative who specifically requested such flight. When used herein, the term "**Authorized Client Representative**" shall mean any one of the individuals named in Section 5, and such individuals shall collectively be referred to as the "Authorized Client Representatives". In addition:

(a) All domestic flights are subject to federal excise tax (currently 7.5%) on passenger flights, and a domestic segment tax (currently \$3.90 per passenger per leg). International flights are subject to a federal departure tax. Client is responsible for all federal excise taxes and fees relating to charter flights provided hereunder.

(b) The amount owed by Client to Jet Charter may differ from the Quote if a deviation from the original itinerary is requested by Client and approved by Jet Charter; necessitated by Client's actions; required by weather conditions; or dictated by Air Traffic Control.

(c) Client understands that the Quote provided by Jet Charter shall include estimates for certain expenses, including but not limited to applicable taxes, over-flight permits, landing charges, handling and parking fees, customs fees, de-icing expenses, crew trip expenses, and similar out-of-pocket expenses relating to the services being provided hereunder. Client agrees to pay the amount thereof should these amounts be higher than the original Quote, plus applicable service fees.

5. Scheduling

Client shall notify Jet Charter of any travel request as far in advance as is reasonably possible. The Authorized Client Representative(s) for making reservations for travel under this Agreement is/are named below. Such notice shall include the following information: (i) departure and destination airports; (ii) departure date and time; (iii) full name of each passenger; (iv) nature and extent of baggage; and (v) such other information reasonably requested by Jet Charter or the Qualified Air Carrier. A tentative reservation shall not constitute a firm commitment by any Party. A tentative reservation must be converted by Client to a guaranteed reservation by telephonic notice to Jet Charter in accordance with the notice provisions outlined below.

If Client requests and Jet Charter provides a guaranteed reservation, Jet Charter shall decline requests from others to reserve the selected aircraft for the same time period. In the event Client cancels any domestic U.S. trip or part of such trip with less than 24 hours prior telephonic notice to Jet Charter, Client shall pay upon invoice (i) any amounts which may be due by reason of partial completion of the original itinerary, including positioning, and (ii) an amount equal to the hourly rate specified in the Quote multiplied by two. In the event no hourly rate was noted in the Quote, Jet Charter's and the Qualified Air Carrier's published price shall be used to establish the hourly rate. Cancellation policies may vary for international travel and peak travel days and will be detailed on the Quote provided by Jet Charter.

Authorized Client Representatives for Flight Reservations:

Name	Title	Phone	E-mail
Melanie Spinella	Executive Assistant	[REDACTED]	[REDACTED]

Name	Title	Phone	E-mail
Lisa Graziano	Executive Assistant	[REDACTED]	[REDACTED]

6. Invoices

Client shall be responsible for payment of services rendered in conjunction with this Agreement. A late fee of 1 ½% per month will be charged to any outstanding balances over thirty days (30) past due. The Client agrees to supply Jet Charter with all reasonable public credit information requested in order for Jet Charter to establish and determine a credit limit for the Client's use. At the signing of this Agreement, the Client is granted a Fifty Thousand dollar (\$50,000.00) line of credit towards aircraft charter. Jet Charter reserves the right to periodically review the client's credit record to determine continued credit worthiness.

The Client further agrees to promptly pay any undisputed amounts while Jet Charter and the Client apply their best efforts to resolve any differences of opinion related to the balance of the invoice. Jet Charter reserves the right to request deposits or full pre-payment in advance for any flights.

The Client shall be responsible for all reasonable costs of collections for past due invoices which include (but are not limited to) late fees, collection agency fees, attorney fees, legal fees and any other fees associated with collecting past due balances.

Invoices will be submitted to the client via electronic mail (e-mail) once all costs for the trip are calculated (unless otherwise instructed). Please provide the e-mail address of the responsible invoice contact in the space provided.

Billing Contact:

Name	Title	Phone	E-mail
Lisa Graziano	Executive Assistant	[REDACTED]	[REDACTED]

7. Force Majeure

Neither party shall be deemed to be in breach of its obligations (except duty to pay on time) hereunder or have any liability for any delay or cancellation caused in whole or in part from any acts of God, nature, civil or military authority, terrorism or threat thereof, strike or labor dispute, damage to or loss of aircraft, mechanical failure, lack of essential parts or supplies, or any cause beyond the control of such party; provided, however, that if a flight is terminated prior to completion, due in whole or in part to any such cause, then Jet Charter shall charge Client only the cost attributable to transportation theretofore arranged and performed by Qualified Air Carrier, and such transportation as may be necessary to return passengers to their original airports of departure. If Client's trip is terminated prior to completion, and Jet Charter arranges for Client another aircraft to continue Client's itinerary, Client shall reimburse Jet Charter for all additional costs incurred to provide the replacement aircraft.

8. Insurance

At Client's request, Jet Charter shall supply Client with certificate(s) of insurance evidencing liability coverage of at least \$50,000,000 per occurrence; \$25,000 medical payments coverage per passenger; \$25,000 personal baggage liability coverage per passenger; and \$500,000 cargo liability coverage per occurrence for loss or damage to cargo, designating Client as an additional insured for the term of this Agreement.

9. Damage to Aircraft

Client agrees to reimburse Jet Charter for all costs and expenses incurred by Jet Charter, the Qualified Air Carrier or the Aircraft's owner in connection with any loss or damage to the charter aircraft which is caused by the negligence or willful misconduct of Client, its employees, agents or guests; normal wear and tear excepted.

10. Indemnification

Each party shall indemnify, defend and hold harmless the other party and its affiliates, and its and their respective directors, officers, employees, partners, contractors or agents, from an against all claims, demands, suits, actions or other proceedings brought by third parties ("**Claims**"), and from and against all damages, payments made in settlement, and other liability payable to such third parties, and all costs and expenses incurred (including without limitation reasonable attorneys' fees and expenses), as a result of such Claims (collectively, "**Losses**"), to the extent such Claims arise out of or are or were caused by the indemnifying party's gross negligence or willful misconduct. An indemnifying party's obligations under this Section shall not apply to Claims or Losses to the extent such Claims or Losses result from, arise out of or are caused by the willful misconduct or gross negligence of the party being indemnified. This Section shall survive any termination or expiration of this Agreement for any reason.

11. Limitation of Liability

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY PUNITIVE, EXEMPLARY OR OTHER SPECIAL DAMAGES OR FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING UNDER OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF. THIS SECTION SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT FOR ANY REASON.

12. Miscellaneous

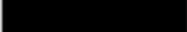
This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements. This Agreement shall be governed by the laws of the State of New York. This Agreement is subject to all applicable rules, regulations, approvals and certifications in effect from time to time including, but not limited to those promulgated by the FAA and the United States Department of Transportation. The parties consent to non-exclusive jurisdiction and venue in New Jersey. This Agreement binds the parties and their successors and assigns. Any amendments to, revisions of, or waivers of any provisions of this Agreement must be in writing and signed by the party against whom such amendments, revisions or waivers are sought to be enforced. Notices (including service of process) are sufficient if given to the address set forth above by overnight delivery with a nationally recognized carrier, or by facsimile or email transmission. If any provision of

this Agreement is held unenforceable by a court, the remainder of the Agreement shall remain effective. This Agreement may be executed in counterparts, each of which shall be deemed an original. Execution and delivery of this Agreement by facsimile signature shall have same force and an effect as a manually executed original.

13. Assignment

Client may not assign its rights or obligations under this Agreement without the express written consent of Jet Charter, which consent shall not be unreasonably withheld, conditioned or delayed.

Leon David Black

Signature: 
Address: 9 W. 57th Street
Address: 43rd Floor
Address: New York, NY 10019
Tel: 
Fax: 

Jet Aviation Flight Services, Inc.

Signature: 
Name: Christine Amos
Title: Vice President Charter Charter Sales
112 Charles A. Lindbergh Drive
Teterboro, NJ 07608
Tel: ; Fax: 