

AIR CHARTER CONTRACT

TERMS AND CONDITIONS

The following **AIR CHARTER CONTRACT TERMS AND CONDITIONS** is part of the Contract pursuant to which charter air transportation services are provided by **Hillwood Airways, LLC**, a Texas limited liability company located at 13537 Heritage Parkway, Fort Worth, Texas 76177 (“**HWA**”):

1. **Air Carrier Authority.** HWA is the holder of air carrier certificate number 4TXA995N, issued by the FAA under 14 C.F.R. Part 121.
2. **Charterer’s and Passengers’ Compliance with Certain Charter Regulations.**
 - (a) Charterer will comply with and will cause its agents, passengers and contractors to comply with various regulations applicable to the Contract and the Flights, including those regulations and related policy statements issued by DOT as found in or related to FAR Parts 212, 372, 380 and 399 (with those specific regulations and policy statements being referred to collectively as the “**Charter Regulations**”). To the extent applicable, the Charter Regulations will govern the relations between the Parties notwithstanding any provisions of the Contract. The type of charter to be conducted under the Contract is designated in the Base Document, which is one of the following, as each is further defined in the Charter Regulations and further described in the Base Document. Charterer will comply with the requirements for each type of charter as applicable:
 - (i) **Single Entity, Mixed or Pro Rata Charter.** When a Flight is to be performed as a “single entity” charter, Charterer represents and warrants to HWA that Charterer will pay the total consideration due to HWA in respect of such Flights and that the passengers have not and will not contribute, directly or indirectly, to the costs incurred by Charterer. When a Flight is to be performed as an “affinity”, “pro rata” or “mixed” charter, Charterer will provide to HWA certification that all passengers are eligible for transportation under the eligibility criteria of FAR Part 212.5 (titled “Operation of affinity (pro rata) charters”).
 - (ii) **Public Charters or Cruise Line Waivers.** If the Flights are “Public Charters” (other than Public Charters that have been organized directly by HWA pursuant to FAR Part 212.7) or are being operated pursuant to a “Cruise Line Waiver,” as such terms are defined by the DOT, Charterer will make all filings with the DOT required by FAR Part 380 at its sole expense. If HWA is mentioned in its advertising, Charterer will comply with 49 U.S.C. §41712 and the Charter Regulations implementing that statutory prohibition against unfair or deceptive practices or unfair methods of competition in air transportation.

- (iii) ***Gambling Junket Charter.*** When a Flight is to be performed as a “gambling junket charter,” Charterer specifically certifies that the charter meets the criteria established by FAR Part 212.6 (titled “Operation of gambling junket charters”).
 - (iv) ***Overseas Military Personnel Charters.*** When a Flight is to be performed as an “overseas military personnel charter,” Charterer specifically certifies that the charter will comply with the requirements of Part 372 of the Charter Regulations.
- (b) Charterer will be solely responsible for determining that the charter is the applicable type of charter described in Section 2(a) and, upon request, will provide HWA with evidence of compliance with the applicable Charter Regulations. Charterer will indemnify and hold the HWA Indemnified Parties harmless from and against any loss, cost or expense paid or incurred by HWA as a result of Charterer’s failure to comply with the requirements imposed with respect to the applicable type of charter. Charterer will cooperate in HWA’s efforts to verify compliance with applicable DOT filing requirements and security arrangements under the Charter Regulations. Charterer will, and will cause its agents and representatives to, cooperate with and provide to HWA any information or certification required by HWA or by the FAA, the DOT or any other applicable governmental agency in connection with the Flights or other Services.

3. Air Charter Transportation Services.

- (a) HWA will provide and operate the Aircraft for the transportation of Charterer and the passengers in accordance with the Contract and in conformance with the Air Carrier Certificate, the FARs and other Applicable Law. HWA will provide or arrange for, in addition to the Aircraft: (i) the cockpit crew and the cabin crew determined by HWA as appropriate for the Flights; (ii) flight dispatch and flight following; (iii) maintenance, overhaul and repair of the Aircraft in accordance with applicable FAA requirements and the Aircraft manufacturer’s maintenance program; (iv) fuel, oil and other fluids (excluding de-ice and anti-ice fluids – see below); (v) baggage and cargo loading and off-loading; (vi) flight plans and navigational arrangements; (vii) Aircraft ground handling; (viii) wi-fi and satellite phone service to the extent set forth on the Trip Summary, (ix) aircraft de-icing/anti-icing to the extent set forth on the Trip Summary; (x) crew hotel, transportation and per-diem; and (xi) Catering as described on the Trip Summary. HWA will have no obligation to perform or provide any services other than those set forth in this Section 3. The Flights, together with the Services, constitutes a single contract of carriage.
- (b) Charterer will provide to HWA, within a reasonable time frame specified by HWA, information that HWA requests as necessary for obtaining applicable Approvals. Subject to Charterer delivering to HWA information requested by

HWA as necessary to obtain the Approvals, HWA will use commercially reasonable efforts to obtain, prior to the first Flight, the Approvals required for all of the Flights. If the Approvals for any Flight are not obtained in time to enable that Flight to operate, that Flight will be deemed cancelled (as well as subsequent Flights that cannot be taken as the result of the cancellation of that Flight), and HWA will notify Charterer of such cancellation as promptly as reasonably possible. Unless the failure to obtain the Approvals for a Flight is a result of Charterer's failure to deliver to HWA the requested information regarding the Approvals within the time frame specified by HWA, HWA will refund to Charterer the portion of the prepaid Air Charter Charge and any prepaid Air Charter Charge Adjustments for that Flight (and subsequent Flights, if applicable) as Charterer's sole and exclusive remedy.

4. Air Charter Charge.

- (a) ***Air Charter Charge.*** Charterer will pay to HWA the Air Charter Charge in accordance with the Payment Schedule and as provided in Section 5.
- (b) ***Air Charter Charge Adjustments.*** The Air Charter Charge will be increased or decreased (as provided below) by HWA for the following Air Charter Charge Adjustments (cost increases payable by Charterer to HWA as provided in Section 5, and cost decreases to be refunded by HWA to Charterer upon final reconciliation by HWA):
 - (i) Increased for any additional Block Time (such increase to include Additional Expenses incurred by HWA due to such additional Block Time):
 - (A) at the Hourly Block Time Charge for any additional Block Time due to (1) any changes in the Flight Schedule requested by Charterer and approved by HWA in its sole and absolute discretion, or (2) resulting from any acts of Charterer or any acts or circumstances of any of the passengers, including the health condition of a passenger or the failure of a passenger to comply with the *Notice to Passengers*; and
 - (B) at 50% of the Hourly Block Time Charge for any additional Block Time resulting from events of Force Majeure;
 - (ii) Increased if a change in the Flight Schedule, requested by Charterer and approved by HWA in its sole and absolute discretion, results in the delay of any departure date and time of more than 24 hours later than the applicable scheduled departure date and time shown in the Flight Schedule, in the amount of \$15,000.00 USD for each such 24-hour period (prorated for delays of less than 24 hours following the initial 24-hour

delay), plus any Additional Expenses incurred by HWA due to such delays;

- (iii) Increased for any additional cost of HWA's insurance coverages (different from those set forth in the *Insurance Requirements*) requested by Charterer and approved by HWA in its sole and absolute discretion;
- (iv) Increased if the Fuel Surcharge exceeds the Estimated Fuel Surcharge shown on the Trip Summary;
- (v) Increased if the wi-fi or satellite phone usage exceeds the respective estimated usage shown on the Trip Summary;
- (vi) Increased if the cost of any changes in the Catering, requested by Charterer and approved by HWA in its sole and absolute discretion, exceeds the cost of the Catering described on the Trip Summary;
- (vii) Increased or decreased, as applicable, if the cost of de-icing/anti-icing (for such fluids and/or related services) exceeds or is less than the costs of the Estimated De-Icing/Anti-Icing shown on the Trip Summary;
- (viii) Increased if there are Additional Expenses in excess of the amount shown on the Trip Summary;
- (ix) Increased for any (A) out-of-pocket costs resulting from Charterer or any passenger not timely delivering to HWA or providing information as required in Section 2(b) or Section 8, (B) out-of-pocket costs incurred by HWA resulting from non-compliance by Charterer or any passenger with any provision of the Contract or as a result of HWA's termination of the Contract under Section 7(g), and (C) other amounts owed by Charterer as provided in the Contract; and
- (x) Increased or decreased, as applicable, for any changes to applicable Federal Excise Taxes or Other Taxes from the amounts shown on the Trip Summary.

5. Payments by Charterer to HWA.

- (a) Charterer will pay to HWA the following amounts by wire transfer to the depository bank identified on the Trip Summary:
 - (i) The percentages of the Air Charter Charge payable at the times specified in the Payment Schedule and any Air Charter Charge Adjustments invoiced to Charterer by the relevant Payment Schedule payment date;

- (ii) Any Air Charter Charge Adjustments invoiced to Charterer subsequent to the last payment date in the Payment Schedule but before the first Flight, payable to HWA no later than one business day before the first Flight; and
 - (iii) Notwithstanding the above, if the Effective Date is the day of the first Flight, 100% of the Air Charter Charge and any Air Charter Charge Adjustments invoiced to Charterer, payable to HWA prior to the departure of the first Flight.
- (b) HWA will invoice Charterer for any Air Charter Charge Adjustments not previously invoiced to Charterer and for any other amounts owed to HWA by Charterer as provided in the Contract, which charges may be reflected in multiple invoices. All payments for such Air Charter Charge Adjustments will be made by Charterer to HWA within 14 calendar days after the applicable invoice date without deduction or setoff.
 - (c) Charterer will reimburse HWA for all out-of-pocket costs reasonably incurred by HWA related to all efforts to collect amounts due to HWA by Charterer under the Contract, including court costs, reasonable legal fees and other related expenses, such reimbursement to be paid within 14 calendar days after Charterer's receipt of HWA's invoice therefor. There may be multiple invoices.
 - (d) Charterer will be in default under the Contract if any amounts due under the Contract by Charterer to First Western Trust or HWA are not paid and received by First Western Trust or HWA by the applicable due date as specified in Sections 5(a)-(c) and which remain unpaid for three days after HWA gives Charterer notice of such non-payment. Any such payments that are not received by HWA within such three-day period will accrue, and Charterer will pay to HWA, interest from the initial due date until paid at a rate of 1.5% per month or the highest rate allowed by law, whichever is less, until paid in full.
 - (e) **All payments due by Charterer to First Western Trust or HWA under the Contract will be made in USD.**
 - (f) **All payments by Charterer under Section 5(a) will be held and distributed by the depository bank identified on the Trip Summary in accordance with FAR Part 212.8 and the Direct Air Carrier Depository Agreement which has been made available for Charterer's review on the "Legal" link on the HWA website www.hillwoodairways.com prior to the Effective Date. The payments to First Western Trust will be apportioned among the Flights based on the Block Time for each Flight reflected on the Trip Summary, a copy of which will be provided by HWA to First Western Trust.**
 - (g) **All payments due to HWA under Sections 5(b), 5(c) or 5(d) are to be paid by wire transfer to HWA as set forth in the Trip Summary.**

6. Cancellation of the Contract by Charterer.

- (a) ***Consideration to HWA for Charterer's Limited Cancellation Right.*** In consideration to HWA of the amounts payable to and retained by HWA as provided in this Section 6. Charterer has the right to cancel the Contract in the limited circumstances set forth in this Section 6.
- (b) ***Cancellation by Charterer.*** Charterer will be deemed to have exercised such right to cancel the Contract if (i) Charterer does not make any payment due as provided in Section 5(a), and such payment remains unpaid for three days after HWA gives notice of non-payment to Charterer, or (ii) Charterer does not take the first Flight. If such deemed cancellation occurs before Charterer has made the first payment due as provided in Section 5(a), Charterer will reimburse HWA for all actual out-of-pocket costs incurred by HWA up until the date of such cancellation in connection with HWA's performance under the Contract, multiplied by a factor of 1.25. If such cancellation occurs after Charterer has paid any of the amounts as provided in Section 5(a), HWA will retain all such amounts previously paid by Charterer, and Charterer will reimburse HWA for all actual out-of-pocket costs incurred by HWA up until the date of such cancellation in excess of such retained amounts, multiplied by a factor of 1.25.

7. HWA'S Additional Rights, Obligations and Responsibilities.

- (a) ***Exclusive Control and Performance.*** HWA will have the exclusive authority to exercise operational control over initiating, conducting and terminating any and all Flights and will have the exclusive right to exercise direction and control over the Aircraft, its crew and the passengers, as well as the loading, securing and unloading of all baggage and cargo on board the Aircraft as provided in Section 10; provided, however, HWA will have no responsibility for any misdirection or failure in the delivery of baggage or cargo by any airport terminal or FBO that controls delivery of baggage or cargo to or from the Aircraft for loading or unloading. HWA is not obligated to conduct Flights over any particular route or routes and will, in its discretion, select the routes to be flown and deviate therefrom as necessary for safety or operational reasons. HWA will undertake to provide the Services with due diligence but does not guarantee any speed, route, departure or arrival time or date.
- (b) ***Subcontracting.*** HWA may subcontract any part of Services so long as the subcontractor provides reasonably equivalent services that would have been provided by HWA; provided, however, HWA will not subcontract for another aircraft in substitution for the Aircraft without the prior written approval of Charterer in its sole and absolute discretion. As part of the provision of the Services, HWA may engage others (but not engaged as subcontractors) to supply some of the Services not related to the operation of or the flight crew for the Aircraft, such as, by example, fueling, catering and FBO services).

- (c) ***Substitute Aircraft if the Aircraft is not Available.*** In the event that the Aircraft is not available for any Flight or Flights due to an event of Force Majeure or any other reason not caused by Charterer or any of the passengers, HWA will (i) refund to Charterer the prepaid portion of the Air Charter Charge for the Flights that would have been performed by HWA if the Aircraft had been available as Charterer's sole and exclusive remedy, and (ii) if requested by Charterer, use commercially reasonable efforts to arrange for a substantially similar aircraft to be available to provide Charterer the charter air transportation for the performance of the segments of the Flight Schedule in lieu of the Flights that would have been performed by HWA if the Aircraft had been available. The acceptance of the substitute aircraft to perform such flights will be at the sole and absolute discretion of Charterer. Charterer will contract directly with the air carrier of such approved substitute aircraft and will be solely responsible for all charges, costs and other obligations associated with the use of the approved substitute aircraft. If the Aircraft is not available for any Flight as the result of an act or omission of Charterer or any of its passengers, HWA will have no obligation to refund to Charterer all or any portion of the prepaid Air Charter Charge or the Air Charter Charge Adjustments for that Flight or to attempt to arrange for substitute charter air transportation.
- (d) ***Liberties.***
- (i) HWA may make Flight route diversions and interim stops for fuel, supplies and repairs and other reasons deemed necessary or appropriate by HWA or the flight crew and to take whatever actions HWA or the flight crew deems necessary or appropriate for the protection of passengers, flight crew, itself or the Aircraft. Such actions will include those resulting from sickness, illness or health condition of a passenger or from any behavior or acts of a passenger or non-compliance by a passenger with any provisions of the *Notice to Passengers*, and the costs resulting from such sickness, illness or health condition of a passenger or from such behavior, acts or non-compliance by a passenger will be paid by Charterer.
 - (ii) HWA may transport on any Flight (A) persons required by a regulatory authority, including the DOT, the FAA or the TSA, or (B) any HWA personnel for safety or operational purposes at the sole and absolute discretion of HWA. The onboard seating location of such persons will be specified by the applicable regulatory authority or by HWA at its discretion. Charterer will not be responsible for acts and omissions of any such persons referenced in (A) or (B) above.
- (e) ***Right of Refusal.*** HWA may refuse to carry any passengers on any Flight (i) whose name and other information are not on the passenger manifest delivered to HWA as provided in the Base Document; (ii) who fails to comply with the requirements set forth in Section 8(c) or in the *Notice to Passengers*; (iii) who

HWA otherwise determines in its sole and absolute discretion to be detrimental to the other passengers, the crew, the baggage, the cargo or the Aircraft; or (iv) who likely will not be admitted into a destination country; provided, however, that: (A) HWA will have no liability if it fails to recognize that a passenger will not or may not be admitted to a destination country, as making such determination will be the sole responsibility of Charterer; and (B) HWA will bear no responsibility for any delays to or cancellations of any Flight that are caused, directly or indirectly, by the delay or failure of any passenger, baggage or cargo security screenings, whether required by HWA or the TSA or any other domestic or foreign governmental agency. HWA may also refuse carriage of any baggage or cargo that fails to meet the requirements set forth in Section 10.

- (f) ***Cancellation of a Flight or Flights by HWA.*** HWA may cancel one or more Flights if (i) Charterer fails to comply with any of its obligations under the Contract or any passenger fails to comply with the provisions of the *Notice to Passengers*; or (ii) HWA, in its sole and absolute discretion, determines that transportation would be unsafe or in violation of any Applicable Law, the Contract or any Approvals or that the Flight or Flights cannot be completed due to an event of Force Majeure. HWA will provide Charterer with prompt notice of any such cancellation(s). In the alternative and without waiving any of HWA's rights or remedies under the Contract, in the event HWA determines in its sole and absolute discretion that Charterer's or the passenger's actions or failure to act have violated any provision of the Contract or the *Notice to Passengers*, but that HWA can perform such obligations or rectify or otherwise correct such actions, and elects to do so in order for HWA to otherwise be able to provide the Services, then HWA reserves the right to do so, and Charterer will promptly reimburse HWA for all of its costs and expenses with respect to performing or rectifying Charterer's or the passenger's acts or omissions. In the event HWA does cancel one or more Flights due to the cause set forth in Section 7(f)(i), Charterer will not be entitled to any refunds related to such cancellation(s). If such cancellation(s) are due to a cause set forth in Section 7(f)(ii) not resulting from an act or omission of Charterer or any of the passengers, then Charterer's sole and exclusive remedy for said cancellation(s) will be a refund of the prepaid Air Charter Charge for such cancelled Flight or a pro rata portion of the prepaid Air Charter Charge, as reasonably determined by HWA, for such uncompleted portions of the cancelled Flight.
- (g) ***Termination of Entire Contract.*** HWA may terminate the Contract in its entirety by written notice to Charterer if, after the first Flight has commenced, Charterer does not take a Flight or if Charterer or any of its passengers fails to comply with any of its obligations under or breaches any provision of the Contract, Applicable Law or the *Notice to Passengers*. If HWA terminates the Contract as provided in this Section 7(g), Charterer will not be entitled to any refunds of amounts previously paid to HWA as provided in the Contract.

8. Charterer's Additional Rights, Obligations and Responsibilities.

- (a) **General.** Charterer will not take any action or omit to take any action that would be a breach of or non-compliance with any obligation of Charterer under the Contract. Charterer will be responsible for the acts and omissions of the passengers.
- (b) **Delivery of the Notice to Passengers.** Carriage by HWA of the passengers and their baggage will be subject to each passenger conforming to the requirements set forth in the *Notice to Passengers*. Any Flight performed by HWA which involves carriage by HWA of Charterer's passengers and their baggage in international travel will be further subject to the limitations of liability and other matters set forth in the *Advice to International Passengers on Limitation of Liability* that is part of the *Notice to Passengers*.
- (c) **TSA and Passenger Security.**
 - (i) **TSA.** Federal regulations require the positive identification of each passenger and a security check with the TSA. Charterer will provide to HWA, by no later than the time specified by HWA before departure for each Flight, a manifest for each Flight as provided in Section 1(e) of the Base Document with the name, gender and identification type for each passenger (including driver's license number and state of issuance, as well as passport number for international flights), indicating each Flight on which that passenger will fly. Any changes to the passenger manifest must be provided by Charterer to HWA as soon as possible. At the time of boarding, each passenger over the age of 16 years will be required to present a valid government-issued photo ID for positive identification. With respect to international travel, each passenger must have: (A) a valid passport; (B) a valid visa (if applicable); and (C) proof of required vaccination(s) (as applicable). Passengers will not be permitted to board without the above required documentation. Providing passenger information late may result in Flight delays, which delays will not be considered events of Force Majeure and may result in additional costs incurred by HWA which Charterer will pay to HWA. HWA may require by notice to Charterer, and Charterer will provide within a reasonable time frame requested by HWA, additional information that HWA determines is necessary or required by Applicable Law. HWA does not assume, and Charterer will pay and be responsible for, any financial or other liability of HWA, Charterer or any passenger associated with international charges, customs and immigration charges and other fees or fines. HWA will have no liability whatsoever for the failure of any passenger to have the items listed in this Section 8(c) or to comply with any other governmental requirements, as it is the sole responsibility of Charterer to ensure such compliance.

- (ii) ***Passenger Security, Safety and Health Risks.*** Some destinations expose passengers to heightened risks of safety and security, including crime, violence and terrorism, and to certain health/disease risks. Information regarding those risks can be obtained at <http://www.state.gov>, <http://cia.gov> and <http://cdc.gov>. **Charterer will inform its passengers of the applicable risks. Charterer will indemnify and defend HWA for any claims made against HWA by passengers related to such passenger security, safety, health risks or similar matters.**
- (d) ***Passengers.*** Charterer will ensure that each passenger is in possession of all documents enabling him or her to comply with all Applicable Law regarding passengers on the Flights and their entry into destination countries. HWA requests that Charterer provide to HWA any special passenger requests for any Flight, such as any special assistance needs, at least 48 hours prior to the scheduled departure of the first Flight. **Charterer will comply with, and will ensure that each of its passengers fully complies with, the Charter Regulations, the *Notice to Passengers* and the requirements set forth in Sections 8(c), as well as the obligations regarding baggage set forth in Section 10.** The failure of any passenger to comply with any provision of the *Notice to Passengers* will be a deemed default of Charterer under the Contract.
- (e) ***Indemnification by Charterer.*** **CHARTERER WILL BE RESPONSIBLE FOR, AND WILL DEFEND, INDEMNIFY AND HOLD THE HWA INDEMNIFIED PARTIES HARMLESS FROM AND AGAINST, ALL COSTS, EXPENSES, FINES, PENALTIES, CLAIMS, LAWSUITS AND OTHER LIABILITIES OF ANY NATURE RESULTING FROM:**
- (I) LOSS OR DAMAGE TO THE AIRCRAFT OR OTHER PROPERTY AND PERSONAL INJURY TO THE CREW, PASSENGERS OR OTHER PERSONS CAUSED BY OR RESULTING FROM (A) ANY PASSENGER'S HEALTH STATUS, (B) THE ACTS OR OMISSIONS OF CHARTERER OR ANY OF THE PASSENGERS, OR (C) THE CARGO OR ANY OF THE PASSENGERS' BAGGAGE OR PERSONAL EFFECTS;**
- (II) ANY FAILURE OF CHARTERER OR ANY OF ITS PASSENGERS TO COMPLY WITH THE CHARTER REGULATIONS AND OTHER APPLICABLE LAW, EITHER DOMESTIC OR FOREIGN;**
- (III) ANY ACTS OR OMISSIONS OF CHARTERER OR ANY OF THE PASSENGERS WHICH ARE A BREACH OF OR NON-COMPLIANCE WITH THE TERMS OF THE CONTRACT, INCLUDING THE *NOTICE TO PASSENGERS*; AND**
- (IV) ANY CLAIM BY A PASSENGER FOR A LIABILITY OF HWA GREATER THAN AS PROVIDED IN THE CONTRACT OR THE**

LIMITATIONS OF HWA's LIABILITY AS PROVIDED IN THE *NOTICE TO PASSENGERS*.

THE INDEMNITIES IN THIS SECTION 8(e) ARE IN ADDITION TO THE INDEMNITY OBLIGATIONS SET FORTH ELSEWHERE IN THE CONTRACT.

- (f) ***Disclaimer and Waiver of Certain Damages.*** TO THE EXTENT ALLOWED BY APPLICABLE LAW, HWA HEREBY EXPRESSLY DISCLAIMS, FOR THE HWA INDEMNIFIED PARTIES, LIABILITY FOR, AND CHARTERER ON BEHALF OF ITSELF AND ANY CHARTERER PARTY HEREBY EXPRESSLY WAIVES ANY CLAIM FOR, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND SUFFERED BY ANY CHARTERER PARTY.
- (g) Charterer will not be liable for any of the following to the extent resulting from an act or omission of HWA in its possession, use, maintenance or operation of the Aircraft: (i) loss of or damage to the Aircraft; (ii) delay, injury or death suffered by any passenger or any other person carried on the Aircraft; (iii) any, loss, damage, destruction or delay of or to any cargo, baggage, personal effects or other property carried on the Aircraft; or (iv) any injury to or death of any person not carried on the Aircraft (the "***Covered Events***"). Charterer will be liable for any of the Covered Events to the extent resulting from an act or omission of Charterer or any of the passengers. HWA will indemnify, hold harmless and defend the Charterer Party from and against all liabilities, costs, losses, damages, claims, demands, expenses (including reasonable legal fees), suits, judgments or actions arising out of any of the Covered Events to the extent resulting from an act or omission of HWA. This indemnity will not apply to any of the Covered Events to the extent arising from an act or omission of Charterer or any of the passengers.
- (h) Any person or entity claiming a right of indemnity under any indemnity in the Contract (the "***Indemnatee***") with respect to a claim covered by such indemnity (the "***Claim***") must give written notice of the Claim to the indemnifying entity (the "***Indemnitor***") promptly after the Indemnatee first becomes aware of the Claim. The Indemnatee will cooperate with the Indemnitor in the defense of the Claim at no material cost to the Indemnatee and as reasonably requested by the Indemnitor. The Indemnatee will take no action that prejudices the defense of the Claim by the Indemnitor. The Indemnitor will not settle any Claim without the prior written consent of the Indemnatee, not to be unreasonably withheld.
9. **Insurance.** HWA and Charterer will at all times during the effectiveness of the Contract, at their own expense, maintain in effect or cause to be maintained in effect the insurance policies set forth in the *Insurance Requirements* with respect to HWA and to Charterer, all of which policies will comply with the terms and conditions set forth in the *Insurance Requirements*. HWA and Charterer will comply with the terms and conditions of each of their respective policies and will not do, consent or agree to any act or omission which

invalidates or may invalidate any policy or renders or may render void or voidable the whole or any part of any policy.

10. Limitations of Liability and Carriage of Baggage and Cargo.

(a) **General Terms and Conditions Regarding Baggage and Cargo.** The following provisions are applicable to baggage and cargo, as specified:

(i) **Baggage and Cargo Generally:** Charterer will ensure that each passenger is in possession of all documents enabling him or her to comply with all formalities and regulations under Applicable Law, the Trip Summary and the provisions of the Contract with respect to his or her baggage. Charterer will have in its possession all such documents referenced in the immediately preceding sentence with respect to the cargo. Charterer is responsible for all related duties, fees and charges related to cargo and baggage. The cargo will not contain, and Charterer will ensure that no passengers carry onto the Aircraft in carry-on or checked baggage or otherwise, any hazardous materials or substances or illegal drugs under Applicable Law of the United States of America or any country in which the Aircraft will land. Weapons, explosives and ammunition of any nature (e.g. firearms, knives, martial arts weapons, etc.) are prohibited on board the Aircraft, in cargo or checked or carry-on baggage, unless specifically approved in writing by HWA. Charterer is responsible at its sole cost (A) for the delivery to HWA or its designee of all cargo and baggage to be checked and loaded for transport on the Aircraft, and (B) for removal of all cargo and baggage after HWA or its designee has unloaded it from the Aircraft.

(ii) **The Notice to Passengers and the Cargo Provisions:** Any act or omission of any passenger that is not in compliance with the *Notice to Passengers* will be a default of Charterer under the Contract. The *Notice to Passengers* sets forth, and Charterer is responsible for notifying its passengers of, the specific requirements, restrictions, rights of HWA and limitations of HWA's liability applicable to Charterer's passengers. Charterer will ensure and will be responsible for the passengers' compliance with the *Notice to Passengers* and that such baggage meets the requirements of the Contract. Charterer will comply with the *Cargo Provisions*.

(b) **Additional Terms Regarding International Carriage of Passengers and Limitation of Liability.** Charterer acknowledges that HWA's liability relating to the carriage of passengers and their baggage involving a destination or stop in a country other than the country of departure is governed and limited by the Convention as set forth in the *Notice to Passengers*. Such limitations set forth in the Convention may be modified from time to time pursuant to the terms of the Convention.

- 11. Force Majeure.** HWA may deviate, divert, re-route, delay or cancel any Flight without being liable whatsoever to Charterer or any passenger (except for the refund to Charterer referenced below, if applicable) in the event that a Flight cannot be performed or completed or is delayed due to any event of Force Majeure. HWA, as soon as reasonably practical, will provide written notice to Charterer's Contact Person and/or Broker's Contact Person if HWA re-routes, delays or cancels a Flight due to an event of Force Majeure. If an event of Force Majeure causes the departure time for a Flight to be delayed for more than four hours beyond the Flight Schedule departure time for that Flight, that Flight and any subsequent Flights will be deemed cancelled unless HWA and Charterer agree otherwise in writing. In the event of the cancellation of a Flight as provided in this Section 11, as Charterer's sole and exclusive remedy, HWA will refund to Charterer the portion of the prepaid Air Charter Charge for that cancelled Flight and those subsequent cancelled Flights. Charterer will not be liable to HWA for any damages or losses (including consequential losses and direct or indirect losses) suffered by HWA to the extent resulting from any event of Force Majeure.
- 12. Contact Person; Notices.**
- (a) **Contact Persons.** The Contact Person identified in the Trip Summary for each of Charterer and Broker is the representative of Charterer and Broker, respectively, and one or both will be available to HWA on a 24-hour/seven-day basis at the telephone numbers indicated for the purpose of coordinating Charterer's decisions with respect to the Flights and to act on behalf of Charterer to give and receive all instructions and communications with respect to Flights and other matters under the Contract. If, within 48 hours prior to the scheduled departure time of any Flight, neither Contact Person responds to a call from HWA within 30 minutes (or shorter if the circumstances so require), HWA is authorized to make such decisions as HWA determines are necessary for the safe and successful completion of the Flight, and Charterer expressly ratifies all such decisions and will indemnify and hold the HWA Indemnified Parties harmless from and against any loss, cost or expense paid or incurred by Charterer as a result of any such decision made by HWA.
- (b) **Notices.** Notices under the Contract must be in writing and will be delivered in person, sent via E-mail or delivered by courier as follows:
- (i) If to HWA, attention Michael Tate:
If by E-mail: michaelt@hillwoodairways.com
If by commercial delivery/courier: 13537 Heritage Parkway
Fort Worth, Texas 76177
- (ii) If to Charterer or Broker: To the respective Contact Person at the contact information set forth in the Trip Summary.

Notices will be effective and deemed delivered upon the earliest of: (A) if by personal delivery, on the date of the personal delivery; (B) if by E-mail, on the date stated in the electronic confirmation, delivered during normal business hours (8:00 a.m. to 5:00 p.m. at recipient's location), and, if not delivered during normal business hours, on the next business day following delivery; or (C) if by commercial delivery by express courier, on the date signed for or rejected as reflected in the courier's delivery log. Either Party may change its above notice information by delivering notice of such change to the other Party in accordance with the terms of this Section 12(b).

- 13. No Assignment of Contract.** Neither Party will assign in whole or in part the Contract or any of its rights or obligations under the Contract without the express consent in writing of the other Party.
- 14. Law, Jurisdiction, Legal Fees and Execution.** The Contract will be governed by the laws and regulations of the United States and its agencies or departments and otherwise by the laws of the State of Texas, notwithstanding any choice of law provision arising thereunder, and any dispute arising out of or in connection with the Contract and/or the transportation of passengers, baggage or cargo hereunder will be brought in state or federal court located in Dallas County or Tarrant County, Texas, with the substantially prevailing party being entitled to recover from the other party its reasonable legal fees and costs. The illegality or non-validity of any provision in the Contract will not affect or invalidate any other such provisions. The Contract may be executed in one or more counterparts, each of which will be deemed to be an original, and all of which together will constitute one and the same Contract.
- 15. Survival of Certain Provisions and Remedies.** All provisions for payments due or to be made under the Contract and for indemnification, remedies (and limitation of remedies), liabilities and limitation of liability and release under the Contract will survive the termination or cancellation of the Contract. Remedies set forth in the Contract, except as otherwise specifically provided herein, are not exclusive but are cumulative together with all other available remedies at law or in equity.
- 16. Authority.** Charterer and HWA each hereby represents and warrants that the execution, delivery and performance by Charterer or HWA, as applicable, of the Contract have been duly authorized by all necessary action on behalf of Charterer or HWA, as applicable; the person executing the Contract on behalf of Charterer or HWA, as applicable, has full power and authority to do so; and the Contract constitutes the legal, valid and binding obligations of Charterer or HWA, as applicable, and is enforceable against Charterer or HWA, as applicable, in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws of general application relating to or affecting the enforcement of creditors' rights and by general equitable principles.

17. **Brokers; Other Third Parties.** Each Party represents that it has not entered into any agreement for consulting fees, commissions, brokerage fees or similar fees to be paid in connection with the transactions contemplated by the Contract that could become the obligation of the other Party. Further, each Party agrees to indemnify and hold the other Party harmless for any commissions, consulting fees, brokerage fees, agency fees or similar fees claimed against one Party, but allegedly arising from or through a relationship of the other Party. In no event will HWA be obligated to any form of commission or brokerage or other fee of any kind to Broker pursuant to the Contract, the payment of which will be the sole responsibility of Charterer. There are no third-party beneficiaries of the Contract.
18. **Integration and Interpretation.** The Contract, which consists of the Trip Summary, the Base Document and the following documents available for review on HWA's website - the *Terms and Conditions*, the *Defined Terms*, the *Notice to Passengers*, the *Insurance Requirements* and the *Cargo Provisions*, constitutes the entire agreement between the Parties with respect to the air transportation of passengers, baggage and cargo for the Flights, superseding and negating all prior or contemporaneous discussions, negotiations or agreements, whether written and oral. The Contract may not be modified or amended except by written document signed by both Parties. No E-mail will result in any amendment or modification of the Contract. The Section titles and headings used in the Contract are for convenience only, are not substantive and will not be used to interpret the Contract. No rule that a contract be construed against the drafter will be applied in interpreting the Contract. The term "including" as used in the Contract will be deemed to be followed by "without limitation." The terms "in the Contract," "hereunder" and similar as used in the Contract mean the Contract as a whole, and the terms "below" and "above" will be deemed to be followed by "in the Contract" or "in the Base Document", as applicable. References in the Contract to "Sections" mean the Sections in the *Terms and Conditions* or, if specifically noted, in the Base Document. References in the Contract to "business days" means calendar days other than days on which U.S. national banks are closed. If the day specified in the Contract for a certain action, such as a payment, is not a business day, such action will be taken on the next following calendar day that is a business day, unless otherwise provided.

END.