

# CHARTERED CARRIER CONTRACT FOR BEIJING CAPITAL AIRLINES CO., LTD INDIVIDUAL CLIENTS

Contract No.: SMD-C—Year Month—0000

The CARRIER: Beijing Capital Airlines Co.,LtdCompany Address: 1/F,China Xinhua Airlines Operation Base, North of Fengjiaying Village, Shunyi District, Beijing, China, 101300Tel: +86 10 4000-666-888Fax: +86 10 5781 7085

Account Information of the CARRIER			
RMB Funds		USD Funds	
Account Name	北京首都航空有限公司	Account Name	Beijing Capital Airlines Co.,Ltd
Account Bank	光大银行长虹桥支行	Account Bank	BANK OF CHINA LIMITED,BEIJING SHOUDUJICHANG SUB-BRANCH
Account No.:	35200188000061734	Account No.:	800712835908091014 SWIFT CODE: BKCHCNBJ110

The CHARTERER: \_\_\_\_\_

Company Address: \_\_\_\_\_ (Postcode \_\_\_\_\_)

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

The CARRIER and CHARTERER have entered into the Contract through friendly consultation on an equal and voluntary basis. The CARRIER, as the unit designated by the CHARTERER undertaking charter flight and related services, should provide paid charter flight and related services for the CHARTERER. Both parties should abide by the following provisions:

## 1. Information of Jet Type

Jet Type	Maximum Number of Seats	Maximum Luggage Weight	Maximum Luggage Size
Gulfstream-200 B8086/B8120	8	898kg	Length: 1.4m Width: 1.05m Content: 3.53m <sup>3</sup>

## 2. Flight Schedule

Date of Flight	Departure Time	Mission Flight Leg
Oct.16 <sup>th</sup> 2012	1300	Shanghai Pudong-Seoul Gimpo

--	--	--

3. Total charter expense is \$ 66,718.00USD (SAY RMB 420,324.00 YUAN ONLY).

This expense excludes ad hoc requests of CHARTERER or passengers for other services;

4. Payment Terms: bank telegraphic transfer, check (only in Beijing) and cash (only in Beijing);
5. If the charter contract is signed more than fifteen days (including the fifteenth day) in advance of the date of first flight, the charter shall pay 30% of the total freight as down payment within three business days after signing the contract, and pay the remaining freight within three days before the date of first flight or on the date of first flight.
6. If the charter contract is signed less than fifteen days (excluding the fifteenth day) in advance of the date of first flight, the charter shall pay full freight within three days before the date of first flight or on the date of first flight.
7. If the charter contract is signed within three days (including the third day) before the date of first flight, the charter shall pay full freight before 16:00 of the business day before the date of first flight, and provide payment voucher.
8. If the charter does not pay freight before canceling the scheduled flight, the charter shall pay cancellation fee to the carrier within three business days (including the third day) after signing the cancellation contract. If the charter fails to pay such cancellation fee on time, overdue penalty will be charged in accordance with the charter contract.
9. If the charter fails to pay freight on time, it shall be deemed that the charter cancels the flight, and the carrier shall be entitled to charge the charter for any cancellation fee in accordance with the articles specified in the contract on change and cancellation of flights, and require the charter to pay penalty in accordance with the contract.
10. The CHARTERER shall pay the overdue expense. In the event that any expenses remain unpaid after the due date, the CARRIER shall be entitled to collect overdue fine at 0.5% of the unpaid expense for every day in arrears, commencing on the first day of default.
11. All passengers of charter flight will be provided with the complimentary insurance of RMB 2000,000 yuan/flight leg. Provided that the CHARTERER proposes to increase insurance amount, the CARRIER may assist but all expenses thus incurred shall be borne by the CHARTERER;
12. Upon the request of the CARRIER and Insurance Company, the CHARTERER shall provide detailed information on passengers taking charter flights no later than 16:00 on the day before the first day of flight so as to file an application for the complimentary insurance. The CARRIER does not guarantee the complimentary insurance, provided that the CHARTERER fails to provide detailed passenger information or add or amend passenger list before taking off. The CHARTERER will be held responsible for all legal consequences arising therefrom.
13. Where provisions are not involved in the Contract, *Charter Flight Regulation —SMD-P—201206 —00001-* (hereinafter referred to as the "Regulation") shall prevail. The Regulation shall be deemed to be construed as part of this Contract. The facsimile is regarded as the original contract and have the same legal effect.

14. Passengers carrying luggage and articles should be strictly in accordance with relevant laws and regulations; in particular, those entering into China should be strict compliance with standards of the Customs inspection and release. For details, refer to Article 97, Chapter 17 of the Regulation.
15. Affairs not covered in the Contract and Regulation shall be dealt with in accordance with related civil aviation and regulations of the People's Republic of China. All disputes should be settled through friendly negotiation. Should no settlement be reached through negotiation, a lawsuit brought on the contract dispute shall be under the jurisdiction of the people's court of the place where the CARRIER is located. The Carrier shall be exempt from responsibilities, providing that violations of related laws and regulations of China have been caused by the charterer.
16. The terms hereof shall not be modified without mutual agreement, during the performance of this Contract.
17. The Contract shall, effective upon signature by both parties, be valid from \_\_\_\_\_(month) (day)\_\_\_\_\_ (year).
18. The Contract is signed in duplicate. Each party shall hold one copy with equal legal effect.

Signature (Seal) by the CHARTERER's  
Representative:

Signature (Seal) by the CARRIER's  
Representative:

Date:

Date: