

THIS AGREEMENT, made this _____ day of _____ 20_____ by GRANDVIEW AVIATION, and (the "Client") sets forth the terms and conditions of any and all charter flights conducted by air carriers for the Client, either in GrandView Aviation's aircraft or by subcontractors to GrandView Aviation. This Agreement shall remain in force until canceled in writing by either party, and does not constitute a commitment on the part of either party for any particular charter flight unless and until a specific aircraft charter confirmation is provided to the Client by GrandView Aviation.

1. CHARTER QUOTES AND CONFIRMATION. GrandView Aviation will provide written price quotes for specific trip itineraries at the request of the Client. All quotes are based on availability of aircraft and do not represent a commitment on the part of GrandView Aviation to provide a specific aircraft or price. Upon acceptance of the quote by the Client, GrandView Aviation will confirm the details of the charter flight by fax or electronic mail. This written trip confirmation shall include the times, dates, itinerary, aircraft type and quoted price of the charter flight. Any deviations from the confirmed itinerary, times, dates, or aircraft type may cause a change in the confirmed price. GrandView Aviation quotes are based on certain estimated costs and occasionally the final billing price may differ from the quoted price.

2. CHARTER RATES AND TARIFF. (A). The Client agrees to pay for charter services according to the rates in effect at the time of the confirmation as enumerated on the corresponding Charter Quote. (B).The standard rates for charter are subject to change without notice to the Client and, therefore, the verbal or written quote shall supersede any published rates. (C). The Client agrees to pay for any expenses that are necessary for the safe and expeditious operation of the charter. These include, but are not limited to, applicable taxes, airport usage fees, overflight permits, de-icing, hangarage, international handling fees, catering, crew trip expenses, or other similar charges. (D). Federal Excise Tax (FET), which is currently 7.5% plus \$4.20 per passenger per segment on domestic passenger flights and 6.25% on domestic cargo flights, will be collected at the rate in effect at the time on all charters of applicable aircraft. Amounts for FET will be enumerated on the invoice for each trip. In cases where GrandView Aviation's services are being resold to an end user, the Client agrees to provide evidence of the Client's authorization to collect FET and further agrees to pay all applicable FET. The Client agrees to hold harmless and indemnify GrandView Aviation against any actions that arise due to the failure by the Client to collect and pay the appropriate FET.

3. AUTHORIZED PERSONNEL. The Client hereby authorizes the following persons to confirm or cancel charter flights:
NAME _____
TITLE _____
TELEPHONE _____

GrandView Aviation may require the Client's authorized personnel to sign and return the written trip confirmation prior to the performance of the charter flight.

4. CANCELLATION OF CONFIRMED FLIGHTS BY THE CLIENT. Upon the acceptance of the written confirmation by the Client, the flight is considered confirmed and GrandView Aviation agrees to deny any other requests for trips that will conflict with the confirmed itinerary. A confirmed charter flight may be cancelled verbally by an authorized person 7 days prior to departure with a 25% cancellation fee, between 24-48 hours with a 50% cancellation fee, less than 24 hours with a 75% cancellation fee. A full 100% cancellation fee will apply to a no notice/no show flight.

5. ACCOUNTING AND BILLING. (A). Unless prior credit arrangements exist, the quoted price for a specific flight shall be paid in advance of the departure date in immediately available funds. GrandView Aviation has no obligation to perform any charter flight unless the agreed payment has been remitted in full by the Client. (B). GrandView Aviation will invoice credit approved Clients upon completion of the charter flight. Payment shall be due upon receipt of this invoice. Such payment shall be made without notice, demand, counterclaim, set-off or deduction whatsoever. (C). If the Client named herein is a corporation, limited liability company, partnership or similar entity and credit terms are approved, then the Client and the signatory to this Agreement acknowledge and agree that in consideration of the granting of credit, both the entity named herein and the individual signatory personally guarantee all extensions of credit hereunder. If credit terms are approved, all charges shall be paid subject to the credit limit assigned and any other credit terms and conditions imposed by GrandView Aviation. Non-compliance with terms of payment shall operate as a breach of this Agreement and shall entitle GrandView Aviation to pursue its remedies for such breach including without limitation reimbursement for cost of collection and attorney's fees. (D). Client shall pay interest at the rate of one and one half percent per month on all invoice amounts outstanding for more than thirty days after the invoice date. If the Client account should be referred to collection, or if Client otherwise breaches the terms, conditions, or provisions of this Agreement, the Client shall be responsible for the reasonable costs of GrandView Aviation to pursue its remedies, including attorney's fees, expenses, and interest charges hereunder.

6. DISCLAIMER OF RESPONSIBILITY FOR DELAY OR CANCELLATION. (A). GrandView Aviation shall not be liable for any delay or failure to perform in connection with any flight or in the performance of any obligation hereunder, if such delay

or failure is due to or in any manner caused by acts of God, rebellion, riots, hijacking, insurrection, civil commotion, strikes or labor disputes, fires, floods, laws, regulations, acts, demands, and orders of any government or agency, seizure of the aircraft under legal process, adverse weather conditions, inability to obtain fuel, aircraft damage or loss, lack of essential parts or supplies, mechanical discrepancy, illness or incapacitation of crew members, denial of operating or landing approvals, clearances or permits by governmental authority, or any other cause which is beyond the control of GrandView Aviation. GrandView Aviation is hereby released from any claim or demand for any direct consequential damages arising out of failure to perform as a result of a force majeure event whether or not herein enumerated. (B).At the time of written trip confirmation, GrandView Aviation will reserve the aircraft for the Client. In the event that the reserved aircraft subsequently becomes unavailable for the Client's trip due to unforeseen circumstances such as mechanical problems or other events beyond the control of GrandView Aviation, GrandView Aviation will make every effort to provide equivalent aircraft at the quoted price. If an equivalent replacement aircraft cannot be found, GrandView Aviation makes no guarantee of the original price quote, and may offer the Client a suitable aircraft at its appropriate rate.

7. LIMITATION OF LIABILITY. (A). GrandView Aviation 's liability for loss or damage to any property (including baggage, personal effects or cargo) of the Client shall be limited to \$500 per passenger. If requested by the Client, and upon reasonable notice, GrandView Aviation may provide higher liability coverage for the property of Client in consideration of an additional charge to be imposed hereunder. (B).Under no circumstances shall either party be liable for any consequential, indirect, or special damages whether in contract, strict liability, or negligence. Client shall be responsible for any damage to the aircraft caused directly or indirectly by an employee, guest, or agent of the Client.

8. SUBSTITUTE AGREEMENT. (A).Unless a substitute written agreement is executed hereafter; all flights conducted by GrandView Aviation for the Client shall be governed by the terms of this Agreement. The parties agree that GrandView Aviation shall be permitted to subcontract aircraft charter services hereunder. (B). This Agreement may not be assigned by the Client without the prior written consent of GrandView Aviation.

9. GOVERNING LAW. This Agreement is subject to the provisions of the Federal Aviation Act of 1958, as amended, and the terms, conditions, limitations, rules and regulations set forth in applicable governing regulations or other approvals as may be required. This Agreement shall be governed by the laws of the State of Maryland, and the Client agrees to jurisdiction in that state.

Client Name: _____
Company: _____
Address: _____

Signature: _____ Date: _____

I, _____ (Client) hereby authorize and empower GrandView Aviation personnel to use my credit card for aircraft charter and related trip

charges, as set forth in the Charter Quote Number _____

Charter Date(s): _____

Destination(s): _____

Card Type: MC VISA DISCOVER AMEX

Name on Credit Card: _____

Credit Card Number: _____

Credit Card Expiration Date: _____

Security Code on front or back of credit card: _____

Billing Address (Street/City/ST/ZIP)

_____ This credit card may be used for the full amount of charges due.

_____ Check here if you will wire funds 5 days prior to the trip. If payment is not received within 5 days before the departure date, GrandView Aviation will charge my card for the total amount due (subject to 3% credit card fee). I understand and agree to abide by the terms and conditions set forth above and by the credit card issuing company.

ALL FLIGHTS MUST BE PAID IN FULL PRIOR TO DEPARTURE.

Signature of Client: _____

Date: _____

Operating Authority:

All aircraft are operated under the authority of GrandView Aviation

By accepting this quote, you are certifying you have reviewed and acknowledge GrandView Aviation's Prohibited Item List and will not bring any prohibited items on board our aircraft. This list is available at: <http://flygv.com/wp-content/uploads/2018/03/GVA-Prohibited-Items-List1.pdf>

WIRE TRANSFER INSTRUCTIONS

Wire routing # 031310086

For Credit To: IBW Air Services, LLC DBA GrandView Aviation LLC

Account # 1250013649

People's Bank, A Codorus Valley Co., 105 Leader Heights Road, York, PA 17403

Please reference Quote Number with wire transfers and email remittance advice to: cathyf@flygv.com