

DEFINITIONS:

Agreement means the executed Quote and any amendments thereto, and the terms and conditions set forth herein.

Charter Company means the company providing the service(s) set forth in the Quote, and related written agreements, if any, known as "Superior Transportation Associates, Inc.", DBA, "STAjets."

Client means the individual and/or entity contracting for the usage of the aircraft.

international flights means a trip that includes at least one segment that lands at an airport outside the contiguous United States.

Payment means the amount due from the Client.

Quote means the estimated amount of fees and costs, and the terms and conditions, as set forth herein, to contract for the usage of the referenced aircraft, including any modified or amended Quote(s).

Schedule means the date(s), flight itinerary, and time(s) referenced in the Quote that the Client anticipates for the usage of the referenced aircraft.

GENERAL:

The Quote is aircraft specific for the Schedule. Should the need arise to change the aircraft or Schedule for any reason whatsoever, the Quote may change. In the event of a modification to the Schedule or type of aircraft, for any reason whatsoever, or request and addition of other goods, services or both not referenced in the Quote (e.g., ground transportation or catering), the Client shall be solely responsible for the associated increase in the Quote. The Client shall be informed of any such change(s) as soon practicable. However, the Client's use of an alternative aircraft, modified Schedule, and/or additional goods and services not reflected in the original Quote, shall be deemed acceptance and agreement for such modifications and increased costs and Additional Expenses associated therewith.

SUBSTITUTION OR SUBCHARTER:

The Charter Company reserves the right to provide the Client at the Charter Company's sole discretion with an equivalent or superior aircraft type from the Charter Company's fleet (Substitution Aircraft) at no additional cost to the Client.

In the event that a Substitution Aircraft is not available for the Schedule (or any part thereof), the Charter Company shall advise the Client without delay and provide a revised Quote with revised pricing to reflect the provision for an alternative aircraft (Alternative Aircraft) from the Charter Company's fleet or from another carrier. In the event that the Client does not agree to the provision of such Alternative Aircraft, the Charter Company shall have the right to sub-charter the specific aircraft type requested by the Client as set out in the original Quote or an equivalent or superior aircraft from another carrier (Subcharter Aircraft) and the Client shall remain liable to pay to the Charter Company the fees and charges set out in the original Quote. Substitution or Subcharter may occur en-route during the performance of the Schedule.

PASSENGER CONDUCT:

The Client agrees to act in a safe, respectful, legal, and professional manner at all times while traveling as set forth in the Quote. The Client shall comply with all requirements and instructions of the flight crew. Furthermore, the Client shall not cause any damage to the aircraft. If damage occurs, the Client is solely responsible for damage to the aircraft, including but not limited to, cleaning or repair of damaged or soiled aircraft surfaces, components, appliances or accessories, as a result of the Client's actions in addition to the actions of any individual(s) accompanying or otherwise traveling with the Client. In the event that the Client or those traveling with the Client during the trip cause any damage to the aircraft, or act in a manner the flight crew or the Charter Company deems in its sole discretion to be unsafe, dangerous, illegal, or inappropriate, the Charter Company may cancel the Agreement, including termination of the remaining legs of the trip. In the event of a cancellation of the Agreement for the reasons set forth herein, the Client shall remain responsible for the payment of the Quote and any consequential damages determined by the Charter Company.

PROHIBITED ITEMS:

Passengers have responsibility to comply with Transportation Security Agency (TSA) and Federal Aviation Administration (FAA) regulations regarding prohibited items. In advance of the departure time, passengers shall review TSA and FAA websites for prohibited items: www.tsa.gov/travelers/airtravel/prohibited/permitted-prohibited-items.shtm and <http://www.faa.gov/go/packsafe>. Examples of prohibited items not allowed on aircraft include, but are not limited to: firearms, ammunition, knives, fireworks, and flammable liquids, gels, or aerosols, as well as items with lithium battery powered products, such as Hover Boards/Gravity Boards/Balance Boards,* Battery-powered E-cigarettes, vaporizing, vape pens, atomizers, and electronic nicotine delivery systems are prohibited in stowed baggage, may only be carried on a person, and may not be used or charged on the aircraft, pursuant to the FAA directives. Spare lithium batteries are prohibited in stowed baggage and may only be carried on a person. Clients should check the TSA and FAA websites for a current list of prohibited items. Pursuant to TSA and FAA regulations, the Charter Company shall abide by these regulations to maintain its Charter Certificate. No later than 24 hours in advance of the departure time, the Client shall notify the Charter Company that a passenger wishes to bring a firearm, ammunition, or both on the aircraft, as well as the description of each firearm and type of ammunition. The flight crew will secure the weapon and ammunition through use of a cable lock or locked container prior to departure depending on the aircraft. The flight crew shall follow TSA rules in transporting firearms and ammunition aboard an aircraft, including securing the firearm as unloaded and physically separated from the ammunition. Each passenger may only bring one case of ammunition. A passenger may also not carry concealed weapons onboard an aircraft, unless approved by the Charter Company prior to departure. Concealed weapon requests must be requested to the Charter Company at least 24 hours before the flight to allow verification of credentials. Only Federal Law Enforcement Officers or Air Marshals are allowed to carry concealed weapons on board an aircraft. The Pilot in Command has final authority on whether any of these or

other items are allowed on the aircraft.

*Due to the recent FAA Statement on the Samsung Galaxy Note 7 device, the Charter Company will not allow this device on board any flight, including in stowed baggage.

Without prior approval from the Pilot in Command, photography and filming of the interior and exterior of the aircraft is strictly prohibited.

The Charter Company maintains a "Zero Tolerance" policy regarding illegal drugs and/or smuggling. The Charter Company reserves the right to inspect any bags or luggage brought to the aircraft by the Client or any person travelling with the Client, and may deny boarding of certain items deemed unsafe and/or illegal. If any illegal activity occurs, the flight will be grounded. For international flights, the Charter Company will return to an airport within the United States to ground the flight. In addition, the Charter Company will alert customs authorities to any illegal activity. In any such event, the Client will be charged 100% of the Quote, plus actual expenses incurred for the grounded flight.

SMOKING:

All STAjets aircraft are **NON-SMOKING**.

PETS:

Clients traveling with pets shall disclose this information at the time of quotation, and are subject to approval of the Charter Company. The Quote requires this disclosure for determining the aircraft, as some aircraft do not accommodate pets. For international and offshore travel, federal and foreign government agencies may impose quarantine restrictions on pets. While the Charter Company may provide guidance as to such guidelines, it is the responsibility of the Client to familiarize the Client with the necessary rules and regulations. Pets not previously approved may be denied boarding of the aircraft. Should the Client cancel a flight as a result of the presentation at the time of boarding of a pet not previously approved by the Charter Company, the Client shall pay the full quoted price for the cancelled trip. An interior cleaning fee will be charged for pets on all flights.

QUOTE AND ADDITIONAL EXPENSES:

The Quote is valid for 14 days from the date quoted, unless revised or amended by a subsequent quote. The Quote does not include Additional Expenses, which are costs related to or arising from other and additional services, including, but not limited to:

- Additional flight time due to ATC re-routing, inclement weather, or any other circumstance outside the control of the Charter Company
- De-icing costs or hangar costs that may be associated with weather conditions
- APU usage in excess of 1 hour from scheduled departure (\$300/hr)
- Applicable taxes in addition to taxes itemized in the Quote
- International WiFi Usage
- Catering ordered by Client, or requested by passengers, beyond standard stock
- Requested use of non-preferred FBO locations
- Damage beyond normal wear and tear caused by passengers
- Passenger ground transportation paid for or arranged by Charter Company
- VIP handling services requested by Client

The Quote is for the listed segments only. Any non-listed segments are the property of the Charter Company and cannot be utilized by the Client unless specifically agreed upon, in writing, by both parties.

The Quote includes FBO selections based on STAjets preferred network.

CANCELLATION POLICY:

All cancellations must be submitted in writing via email to: charter@stajets.com

DOMESTIC:

Within 48 hours of the scheduled departure: 50% of quoted total

Within 24 hours of the scheduled departure: 100% of quoted total

INTERNATIONAL/PEAK TRAVEL:

72 hours prior to departure: 50% of quoted total

48 hours prior to departure: 100% of quoted total

ONE WAY: Any itinerary that does not start and end at the same airport is considered a One Way for Cancellation purposes - any cancellation: 100% of quoted total

PEAK TRAVEL PERIODS*:

November 20th - December 7th

December 18th - January 10th

July 1st through July 8th

* Other special events may be considered Peak Travel. Should the itinerary contain dates/events that are considered special events a notation will be made to the Agreement. Please contact your Charter Sales Executive for more information.

PAYMENT:

Full payment via wire transfer is due no less than 24 hours prior to departure for domestic flights and 48 hours prior to international flights. Payment of any additional charges shall be made within 5 business days of receipt of the invoice.

The quoted price reflects a five percent (5%) cash discount. If a credit card is used for payment, the 5% cash discount will be forfeited.

The Client shall provide the Charter Company with copies of the front and back of both a valid credit card and valid government photo identification of the cardholder. Such credit card may be used by the Charter Company to secure payments for services provided. Additionally, the Charter Company shall authorize the Client's credit card for five percent (5%) of the quoted amount of each trip to secure payment for Additional Expenses.

INTERRUPTION OF SERVICE:

If a flight does not reach its destination due to force majeure, weather or mechanical interruption, the Client agrees to pay all charges for the completed portion of the Schedule. Any third-party costs (such as with outside handling agents for permits) that are associated with the original scheduled flight itinerary will still be charged. While the Charter Company shall use commercially reasonable efforts to minimize any delays, and attempt to locate a suitable alternate aircraft in the event of a mechanical interruption or crewing situation beyond the control of the Charter Company, the Charter Company cannot guarantee that a comparable alternate aircraft will be available, and that the Client will not incur additional charges for an alternate aircraft (whether an alternate aircraft is sourced from the Charter Company's own fleet or from another carrier).

ITINERARY CHANGE AND TRANSMITTAL OF CHANGES:

Schedule changes are permitted, but subject to aircraft and crew availability and Quote modification. Notification of changes and/or cancellations must be made directly to Charter Company's dispatch (not to crew members), in writing, by email at charter@stajets.com. In the event of a change to the Schedule, the Quote shall no longer be applicable and a new Quote, if practicable, will need to be signed by Client prior to departure. The Charter Company can also allow, at its sole discretion, the amended quote to be signed any time after the initial departure of the trip. Notwithstanding the foregoing, the Client agrees and acknowledges that proceeding with any flight, even those with different aircraft or modified Schedules, shall be deemed acceptance of the Quote, regardless if executed, and Client shall be responsible for the full payment.

INDEMNIFICATION:

The Client shall indemnify, defend, and hold harmless the Charter Company, and all of its officers, directors, shareholders, members, employees, legal representatives, and other agents, successors and assigns, and aircraft owners and aircrew (Indemnified Parties) from and against any and all liabilities, losses, damages, penalties, costs (including reasonable attorneys' fees, court costs, expenses and disbursements from the date of first notice) and expenses on account of any claim, suit, cause of action, governmental action or proceeding, or other investigation, demand, proceeding, or anything of a similar nature made or brought against any of the Indemnified Parties as a result of the Client's violation of the Agreement or as a result of the services performed hereunder to the Client. Such indemnity shall include any and all liability resulting from bodily injuries (including death), property damage or any breach of contract damages, except when such indemnified losses arise from the gross negligence or intentional misconduct of the Indemnified Parties.

LIMITATION OF LIABILITY:

The Charter Company, aircraft owners and aircrew shall not be liable or responsible for delay, cancellation, bodily injury, death, property damage, or failure to furnish any service to be provided to the Client, whether caused by mechanical difficulty, weather conditions, acts of god, war, civil commotion, strikes or labor disputes, government regulation, law, rule or authority, unavailability of aircraft or aircrew, or any causes whatsoever, except when such claims are due to the gross negligence or intentional misconduct of the Charter Company. To that end, the Client shall hold harmless the Charter Company, aircraft owners and aircrew from any losses, damages, or costs sustained as a result of any of the events set forth in this paragraph. Furthermore, the Client agrees to hold harmless the Charter Company, aircraft owners and aircrew from any damages, injury, losses, or costs, of any kind, sustained as the result of any acts or products provided by a third party provider, including an aircraft owner and its aircrew.

IN NO EVENT WILL THE CHARTER COMPANY, AIRCRAFT OWNERS AND AIRCREW BE LIABLE FOR ANY TYPE OF INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER ARISING IN CONTRACT OR IN TORT, INCLUDING, BUT NOT LIMITED TO, LOST REVENUES, LOST PROFIT, LOSS OF PROSPECTIVE ECONOMIC ADVANTAGE, LOSS OF REPUTATION, OR EXPENSES DUE TO REPLACEMENT TRAVEL ARRANGEMENTS, EXCEPT WHEN SUCH CLAIMS ARE DUE TO THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF THE CHARTER COMPANY, AIRCRAFT OWNERS OR AIRCREW, EVEN IF THE CLIENT HAD BEEN ADVISED, OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE CLIENT WILL INDEMNIFY AND HOLD THE CHARTER COMPANY, AIRCRAFT OWNERS AND AIRCREW HARMLESS AGAINST ANY LOSS, DAMAGE OR EXPENSE INCURRED BY THE CHARTER COMPANY BY REASON OF ANY ACTION OR OMISSION OF THE CLIENT, ITS EMPLOYEES, AGENTS AND GUESTS.

The Charter Company and aircraft owners will not be held liable for the negligent actions or omissions of a cabin attendant or other support personnel not provided by the Charter Company.

The Charter Company makes no representations or warranties of any kind, either express or implied, as to any matter limited to implied warranties of fitness for a particular purpose, merchantability or otherwise.

If the Client's Schedule involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention may be applicable, and the Warsaw Convention governs, and in most cases limits, the liability of the carrier for death or personal injury and for loss of or damage to baggage.

If the Charter Company provides a Quote on behalf of another air carrier for a contracted aircraft, then the Client understands that the Charter Company has not represented itself as a direct air carrier nor an indirect air carrier, but is acting solely as agent of the air carrier that provides the contracted aircraft, which will result in the Client having to look to the other air carrier for a legal remedy.

OPERATIONAL:

Aircraft owned or leased by the Charter Company are operated under the Charter Company's own Charter Certificate. Contracted aircraft are operated under their respective FAA Part 135 Air Carrier Certificates.

REQUIRED TRAVEL DOCUMENTATION:

Valid active government issued photo IDs are required to be presented to the pilot of the aircraft prior to flight departure. Additional travel documents may be required for international travel and travel with minors. Such documentation is the sole responsibility of each passenger. Prior to the departure time, Clients are required to present written permission from the non-travelling parent(s) or guardian(s) to allow any minor children to travel without one or both parents. If required travel documents, including written permission from non-traveling parent(s) or guardian(s), for a minor are not presented, the Client will be charged 100% of the Quote, plus actual expenses, regardless of cancellation by the Client or the Charter Company.

Upon request, and strictly as a courtesy to the Client, the Charter Company may attempt to assist the Client to secure such travel documents but does not guarantee success. The Charter Company shall not be liable or responsible for any damages and/or costs the Client incurs as a result of being denied entry to any country or jurisdiction.

APPLICABLE LAW:

The Agreement shall be governed by, and construed in accordance with, the laws of the State of California, including all matters of construction, validity and performance, without giving effect to its conflict of laws provisions.

ATTORNEYS' FEES:

In the event it becomes necessary to enforce the terms of the Agreement by litigation or otherwise, the prevailing party shall be entitled to recover its reasonable attorney fees and court costs, including any such fees or costs arising from subsequent appeals and efforts to execute on any judgment.

ENTIRE AGREEMENT:

The parties agree that the terms and conditions of the Agreement constitute the entire agreement between the parties. The Agreement supersedes all prior agreements between the parties, express or implied, written and oral.

ASSIGNMENT:

The Agreement may not be assigned nor transferred by the Client without the prior written consent of the Charter Company. Any purported assignment in violation of this paragraph shall be void and of no effect.

NON-WAIVER:

Any failure at any time of either party to enforce any provision of the Agreement shall not constitute a waiver of such provision or prejudice the right of such party to enforce such provision at any subsequent time.

SEVERABILITY:

If any provision in the Agreement is found to be invalid or unenforceable in any respect in any jurisdiction:

- (a) the validity or enforceability of such provision shall not in any way be affected in respect of any other jurisdiction and the validity and enforceability of the remaining provisions shall not be affected, unless the Agreement reasonably fails in its essential purpose; and
- (b) the parties shall substitute such provision by a valid and enforceable provision approximating to the greatest extent possible the essential purpose of the invalid or unenforceable provision.