

BusinessJet Class Conditions of Carriage

This document outlines in general terms our commitment to customer service standards as well as specific policies and procedures. BusinessJet Class is an automated marketing and distribution system for private jet charter. Our General Conditions of Carriage are made in accordance with the recommended practice of International Air Transport Association (IATA) and reflect the general conditions set forth by our Carriers. If any provision of these Conditions of Carriage is invalid under any applicable law, the other provisions shall nevertheless remain valid.

Our Carriers operate under Federal Aviation Regulations (FAR §135) and have been selected by us for their platinum and gold rating by ARG/US (Aviation Research Group/US), a leading authority on aviation safety. ARG/US delivers on-site, multi-day audit verification applied against rigorous safety and operational standards. They also provide ongoing, real-time audits and assessments of every operator, aircraft and pilot in our program.

DEFINITIONS

"We", "our", "ourselves", and "us" mean BusinessJet Class LLC.

"You", "your", and "yourself", "passenger", means any person, expect members of crew, carried, or to be carried in an aircraft pursuant to a paid reservation.

"Reservation", confirmed travel segment or segments booked on BusinessJet Class by BusinessJet Class or an authorized representative.

Carrier, operator of aircraft holding valid FAA's FAR §135 certificate.

"PIC" means Pilot in Command appointed by the carrier for the flight.

"Authorized Agent", a passenger sales agent who has been appointed by us to represent us in the sale of air transportation.

"Lead Passenger", the passenger who has paid for the reservation or the passenger directly representing the payer.

1. FINAL AUTHORITY - The Pilot in Command (PIC) appointed by the Carrier has overriding authority concerning all operational decisions for the flight.

2. PASSENGER VALIDATION REQUIREMENTS - Carrier will provide carriage only to the Passenger(s) named in the reservation, and they will be required to produce appropriate identification.

A Reservation is not transferable. All passengers must be named correctly on the reservation. If other passengers present themselves for boarding, any ensuing delays and any additional costs, will be the sole responsibility of the lead passenger named on the reservation.

The PIC may deny boarding in case of non compliance with this rule, in which case the lead passenger will be assessed a 20% penalty for trip cancellation.

3. FARES APPLICABILITY - Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination. Unless otherwise expressly stated, fares do not include ground transport service between airports, between

airports and town terminals, onboard catering and onboard use of electronic/telecommunications equipment.

4. TAXES AND CHARGES - Applicable taxes or charges imposed by government or other authority, or by the operator of an airport, and in effect on the date of travel, shall be payable by the lead passenger and are included in the fare.

5. MINIMUM CHARGE - The Carrier determines a minimum number of hours to be charged per day. If the total flight time is less than the minimum, the minimum will be charged. The fare calculation will account for this charge, unless otherwise expressly stated.

6. CANCELATIONS - Cancellation within 24 Hours of departure is subject to 20% penalty.

7. CHANGES - Each time the itinerary is changed, a recalculation of the fare is made and charged accordingly. There are no penalties for changes of itinerary or departure time if the scheduled departure day remains unchanged and the mission is still possible with the same equipment. If changes in departure date or itinerary result in the cancellation of the reservation or require a different aircraft and the change is made within 24 hours of departure, a 20% penalty will apply.

8. FORM OF PAYMENT - The American Express Card, certified checks, and wire transfers are the only forms of payment currently accepted. Credit card payments are subject to authorization by credit card holder bank. The authorization must return a full match on the card holder address, and Card Security Code. Voice confirmation for the charge may be requested prior to confirmation of the booking. Final confirmation of reservation will occur when payment is guaranteed or credited to our account.

9. PERSONAL DATA - You recognize that personal data has been given to us for the purposes of; making a reservation, obtaining ancillary services, developing and providing services, facilitating immigration and entry procedures, and making available such data to government agencies, in connection with your travel. For these purposes, you authorize us to retain and use such data and to transmit it to our own offices, Authorized Agents, government agencies, other Carriers or the providers of the above-mentioned services.

10. SAFETY AND SECURITY - The Federal Aviation Agency (FAA) and Transportation Security Administration (TSA) may from time to time issue safety and security recommendations and/or regulations. The Aircraft Operator will inform the Passenger(s) of these recommendations and/or regulations at the time of departure. If the passenger(s) refuse to comply with these directives, the Aircraft Operator reserves the right to cancel the trip and charge a 20% cancellation fee to the passenger.

11. RIGHT TO REFUSE CARRIAGE - In the exercise of its discretion, Carrier may refuse to carry you or your baggage if we have notified you in writing, or by way of remark entered in the reservation record, that we would not carry you on flights booked on our systems or, if one or more of the following have occurred or may occur:

11.1. such action is necessary in order to comply with any applicable government laws, regulations, or orders;

11.2. the carriage of you or your baggage may endanger the safety, health, comfort or convenience of other passengers or crew;

11.3. your mental or physical state, including your impairment from alcohol or drugs, presents a hazard or risk to yourself, to crew, or to property;

11.4. you have committed misconduct on a previous flight, and we have reason to believe that such conduct may be repeated;

11.5. you have refused to submit to a security check;

11.6. you have not paid the applicable fare, taxes or charges;

11.7. you do not appear to have valid travel documents, may seek to enter a country through which you may be in transit, or for which you do not have valid travel documents, destroy your documentation during flight or refuse to surrender your travel documents to the flight crew, against receipt, when so requested;

11.8. you present yourself for the flight but can not show proper identification.

11.9. you fail to observe our instructions with respect to safety or security;

11.10. you have previously committed one of the acts or omissions referred to above.

12. SPECIAL ASSISTANCE - Acceptance for carriage of unaccompanied children, incapacitated persons, pregnant women, persons with illness or other people requiring special assistance is subject to prior arrangement with Carrier. Passengers with disabilities who have advised us of the disability and any special requirements they may have at the time of reservation, and been accepted by Carrier, shall not subsequently be refused carriage on the basis of such disability or special requirements.

13. ITEMS UNACCEPTABLE AS BAGGAGE - Aircraft cabin size and legal takeoff weight determines the ultimate limit on passenger luggage. Typically luggage compartment will hold 200 lbs of luggage. If transporting pets in the passenger cabin, ask that a remark be inserted in the reservation record at least 48 hours prior to departure date. The Carrier will then advise the procedure for the safe transport of the pet. Although the pilot in command (PIC) and crew will do their best to accommodate the passenger(s), the PIC always has the final say on what goes on board the aircraft. If the passenger(s) refuse to comply with the PIC's recommendations or directives, the Carrier reserves the right to cancel the trip and charge a 20% cancellation fee.

You must not include in your Baggage:

13.1. Items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations, and in the Carriers specific regulations (further information is available from us on request);

13.2. Items the carriage of which is prohibited by the applicable laws, regulations, or orders of any state to be flown from, to or over;

13.3. Items which are considered by the Carrier to be unsuitable for carriage by reason of their weight, size, shape or character, or which are fragile or perishable.

14. RIGHT OF SEARCH - For reasons of safety and security Carrier may request that you permit a search, x-ray or other type of scan be made of your person and baggage. If you are not available, your baggage may be searched in your absence for the purpose of determining whether you are in possession of or

whether your baggage contains any item described in paragraph 13 or any firearms, ammunition or weapons. If you are unwilling to comply with such request Carrier may refuse to carry you and your baggage. In the event an x-ray or other scan causes damages to you or your Baggage, we will not be liable for such damage.

15. ANIMALS - Animals will be accepted for carriage only on the following conditions:

15.1 You must ensure that animals such as dogs, cats, household birds and other pets, are properly crated and accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of entry or transit failing which, they will not be accepted for carriage. Such carriage may be subject to additional conditions specified by us, which are available on request.

15.2. Neither BusinessJet Class nore Carrier are responsible for injury to or loss, sickness or death of an animal, or in the event that it is refused entry into, or passage through any country, state or territory.

16. SCHEDULES, DELAYS, CANCELLATION OF FLIGHTS

16.1 SCHEDULES - Carrier undertakes to use its best efforts to carry you and your baggage with reasonable dispatch and to adhere to the agreed schedule. However, to do so, carrier may need to use a substitute aircraft and/or the services of another carrier. Carrier may also be obliged to change the time of flights, often for reasons beyond its control.

16.2 CANCELLATION, REROUTING, DELAYS, ETC.

16.2.1. Carrier reserves the right to substitute an alternative carrier and/or aircraft. If the carrier cancels a flight, fails to operate a flight reasonably according to the schedule, fails to stop at your destination or stopover destination, we shall, with your agreement, either:

16.2.1.1. Carry you on another operator without additional charge; or

16.2.1.2. Re-route you to the destination shown on your itinerary by another carrier, or by other mutually agreed means and class of transportation. If the fare and charges for the revised routing are lower than what you have paid, we shall refund the difference;

16.2.1.3. If neither of the above alternatives is acceptable to you, we will make a refund in accordance with the provisions of Article 17.2 and we shall have no further liability to you.

16.2.2. If we are unable to provide a previously confirmed flight, we shall provide compensation pursuant to the provisions of Article 17.2.

17. REFUNDS - We will refund a flight, in accordance with the applicable fare rules or tariff, as follows:

17.1 Except as otherwise provided in this Article, we shall be entitled to make refund either to the person named in the reservation or, to the person who has paid for the reservation, upon presentation of satisfactory proof of such payment.

If a flight has been paid for by a person other than the passenger named in the reservation, and the reservation indicates that there is a restriction on refund, we shall make a refund only to the person who paid for the reservation, or to that person's order.

17.2 INVOLUNTARY REFUNDS

17.2.1. If Carrier cancels a flight, fails to operate a flight reasonably according to schedule, fails to stop at your destination

or stopover, or cause you to miss a connecting flight on which you hold a reservation, the amount of the refund shall be:

17.2.1.1. If no portion of the reservation has been flown, an amount equal to the fare paid;

17.2.1.2. If a portion of the reservation has been flown, the refund will be not less than the difference between the fare paid and the fare for the transportation used.

17.3 VOLUNTARY REFUNDS

17.3.1. If you are entitled to a refund of your reservation for reasons other than those set out in 17.2, the amount of the refund shall be:

17.3.1.1 If no portion of the reservation has been flown, an amount equal to the fare paid, less any applicable service charges or cancellation fees;

17.3.1.2 If a portion of the reservation has been flown, the refund will be an amount equal to the difference between the fare paid and the applicable fare for travel between the points for which the reservation has been flown, less any applicable service charges or cancellation fees.

18. CONDUCT ABOARD AIRCRAFT - If in our opinion you conduct yourself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstruct the crew in the performance of their duties, or fail to comply with any instructions of the crew including but not limited to those with respect to smoking, alcohol or drug consumption, or behave in a manner which causes discomfort, inconvenience, damage or injury to other passengers or the crew, we may take such measures as we deem necessary to prevent continuation of such conduct, including restraint. You may be disembarked and refused onward carriage at any point, and may be prosecuted for offences committed on board the aircraft.

19. ARRANGEMENTS FOR ADDITIONAL SERVICES - Subject to applicable law, if in the course of concluding the contract of carriage by air, we also agree to make arrangements for the provision of additional services, we shall have no liability to you for such services.

If we are also providing surface transportation to you, other conditions may apply to such surface transportation. Such conditions are available from us upon request.

20. ADMINISTRATIVE FORMALITIES

20.1 You are responsible for obtaining all required travel documents and visas and for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or through which you transit. We shall not be liable for the consequences to any passenger resulting from his or her failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

20.2 TRAVEL DOCUMENTS - Prior to travel, you must present all exit, entry, health and other documents required by law, regulation, order, demand or other requirement of the countries concerned, and permit us or Carrier to take and retain copies thereof. Carrier reserves the right to refuse carriage if you have not complied with these requirements, or your travel documents do not appear to be in order.

20.3 REFUSAL OF ENTRY

If you are denied entry into any country, you will be responsible to pay any fine or charge assessed against Carrier by the Government concerned and for the cost of transporting you from that country. The fare collected for carriage to the point of refusal or denied entry will not be refunded by us.

20.4 PASSENGER RESPONSIBLE FOR FINES, DETENTION COSTS, ETC.

If we or Carrier are required to pay any fine or penalty or to incur any expenditure by reason of your failure to comply with laws, regulations, orders, demands or other travel requirements of the countries concerned or to produce the required documents, you shall reimburse us and/or Carrier on demand, any amount so paid or expenditure so incurred. We or Carrier may apply towards such payment or expenditure the value of any unused carriage on your reservation, or any of your funds in our possession.

20.5 CUSTOMS INSPECTION - If required, you shall attend inspection of your Baggage, by customs or other Government officials. We are not liable to you for any loss or damage suffered by you in the course of such inspection or through your failure to comply with this requirement.

20.6 SECURITY INSPECTION - You shall submit to any security checks by Governments, airport officials, Carriers or by us.

21. LIMITATION OF LIABILITY

21.1 The liability of BusinessJet Class, its authorized agents, directors, and employees, is limited to the validation of the actual reservation of the aircraft and transfer of payment to the carrier. As a condition of entering into this carriage agreement, you agree that:

21.1.1 BusinessJet Class, its authorized agents, directors, and employees will not be liable for any loss, claim or damage caused in whole or in part by the negligence, gross negligence, or willful misconduct of the Carrier, or by events beyond the control of BusinessJet Class.

21.1.2 BusinessJet Class, its authorized agents, directors, and employees, will not be held accountable under any theory of liability of any form of action (including negligence) for any incidental, special, punitive, exemplary, or consequential damages under any circumstances, including but not limited to profits, revenue or savings, loss of opportunity, or the loss of use of any data, even if its authorized agents, directors, and employees, had been advised of, knew, or should have known, of the possibility thereof.

22. TIME LIMITATION ON ACTIONS

Any right to damages shall be extinguished if an action is not brought within two weeks of the date of arrival at destination, or the date on which the aircraft was scheduled to arrive, or the date on which the carriage stopped. The method of calculating the period of limitation shall be determined by the law of the court where the case is heard.

23. MODIFICATION AND WAIVER

None of our Authorized Agents, employees or representatives has authority to alter, modify or waive any provision of these Conditions of Carriage.