

**MARQUIS JET CARD
TERMS AND CONDITIONS**

A. Nature of These Terms and Conditions.

1. These Marquis Jet Card Terms and Conditions (“Terms and Conditions”) are the foundational contract of carriage for flights operated by NetJets Aviation, Inc. (“NJA”) in connection with the Marquis Jet Card Program provided by NJA, NetJets Services, Inc. (NJA and NetJets Services, Inc. collectively, “NetJets”), and Marquis Jet Partners, Inc. (“MJ”).

2. These Terms and Conditions are incorporated by reference into each Marquis Jet Card Agreement entered into by the customer named therein (“Card Holder”). In the event such agreement has expired or is otherwise not in effect, and NetJets nevertheless permits Card Holder to take an additional flight, (for example, as part of the NetJets Referral Appreciation Program), Card Holder agrees that such flights shall be conducted pursuant to the standard Marquis Jet Card Agreement, a copy of which is located at www.netjets.com/mjcardagreement. The applicable agreement as described above is referred to herein as the “Agreement.”

3. These Terms and Conditions are available to Card Holder at www.netjets.com/mjcardterms. Card Holder may request a paper copy from MJ at any time by contacting your Sales Executive, Account Executive, or Owner Services Team.

4. In the event of any conflict between these Terms and Conditions and the main text of the Agreement, the language of the main text of the Agreement will govern.

B. Marquis Jet Card Program.

1. Card Holder shall hold a one-thirty-second (1/32) leasehold interest (twenty-five (25) Occupied Flight Hours) in a NetJets program aircraft of the type specified in the Agreement, and may participate as a lessee, sub-lessee, or lessor in the Aircraft Interchange Schedule.

2. Entering into the Agreement entitles Card Holder to the number of Occupied Flight Hours specified in Schedule 1 of the Agreement. This Agreement does not entitle Card Holder to, and Card Holder agrees that it will not: (i) register any interest in or against any specific Aircraft, (ii) assign its interest in the Occupied Flight Hours; or (iii) charge others or accept compensation from others for transportation on a flight operated by NJA.

3. Any hours not used by the Card Holder during the term of the Agreement (including any grace periods) will automatically expire. But if during the term of the Agreement (including any grace periods), or within six (6) months of the end thereof, the Card Holder enters into a follow-on Marquis Jet Card agreement with MJ or into a fractional aircraft ownership purchase or lease with NetJets, then Card Holder’s remaining hours will be converted to the then-current rates, but if NJ/MJ is no longer operating the aircraft type, then the hours will be converted dollar for dollar to the most similar aircraft type being operated by NJ/MJ, and the term extended to coincide with the follow-on Marquis Jet Card.

4. Card Holder may request the use of another type of aircraft in the NetJets fleet according to the following Aircraft Interchange Schedule. Requests for a downgrade from the Aircraft are guaranteed (except on a Peak Period Day (PPD)) and requests for upgrades from the Aircraft are subject to operational availability as determined by NetJets in its sole discretion. Card Holder shall be deemed to have used the number of hours equal to the actual hours used for such flight multiplied by the relevant ratio specified in the Aircraft Interchange Schedule.

(The below Interchange Schedule is Effective as of May 1, 2017).

AIRCRAFT INTERCHANGE SCHEDULE*							
FROM AIRCRAFT TYPE							
	Citation Encore+/ Encore	Citation XLS/Excel	Hawker 900XP/800 XP	Citation Sovereign	Citation X	Falcon 2000EX/ 2000	Gulfstream G450/ G400/GIV-SP
Citation Encore+/ Encore	--	0.90:1	0.85:1	0.75:1	0.70:1	0.62:1	0.55:1
Citation XLS/Excel	1.44:1	--	0.95:1	0.90:1	0.84:1	0.74:1	0.64:1
Hawker 900XP/800XP	1.56:1	1.25:1	--	0.95:1	0.89:1	0.79:1	0.69:1
Citation Sovereign	1.72:1	1.43:1	1.36:1	--	0.95:1	0.85:1	0.75:1
Citation X	1.89:1	1.57:1	1.52:1	1.32:1	--	0.90:1	0.81:1
Falcon 2000EX/ 2000	2.16:1	1.79:1	1.73:1	1.50:1	1.35:1	--	0.90:1
Gulfstream G450/G400/ GIV-SP	2.90:1	2.39:1	2.31:1	1.99:1	1.81:1	1.59:1	--
Gulfstream G550/ GV	3.40:1	2.85:1	2.65:1	2.29:1	2.07:1	1.82:1	1.52:1

* MJ reserves the right in its sole discretion to amend the above percentages on sixty (60) days prior written notice.
 **Indicates a NetJets fleet that contains a limited number of aircraft. Requested interchanges to these fleets are not guaranteed. Owners wishing to request an interchange to one of these fleets should contact their Owner Services team and NetJets will work with them to find a mutually acceptable solution.

As of November 1, 2017, exchange to the Citation Encore/Encore + and Hawker 800XP/800XPC/900XP will no longer be available

C. Flight Services.

1. Generally.

a. NJA shall maintain, crew, and operate the Aircraft for Card Holder and in compliance with applicable law and the provisions of the Agreement.

b. All flights under the Agreement will be conducted pursuant to 14 C.F.R. Part 135. NetJets shall be in operational control of all flights conducted under the Agreement, except those flights conducted on non-NetJets aircraft pursuant to Section C.2.h herein. "Operational Control" with respect to a flight means the exercise of authority over initiating, conducting or terminating a flight (14 C.F.R.§ 1.1).

2. Flight Scheduling.

a. In order to facilitate the provision of services by MJ and NetJets, Card Holder agrees to provide its desired flight schedule and related information as far in advance as reasonably possible and, in any event, to provide the flight schedule and related information no later than the Minimum Advanced Notice specified in the Agreement.

b. For scheduling purposes, "Peak Period Day" (or "PPD") shall mean the dates set forth in the Peak Period Days schedule page:

c. Cancellations and Delays.

i. By Card Holder. There shall be no charge to Card Holder in the event Card Holder is late or cancels a scheduled flight; except that (i) the Aircraft shall be permitted to leave in the event Card Holder is more than one (1) hour late for the flight and has not notified NetJets that Card Holder will be late and (ii) if NetJets has scheduled an aircraft specifically for such flight, Card Holder shall reimburse NetJets for all crew and aircraft repositioning expenses (not to exceed the estimated cost of the canceled trip) unless it has given NetJets notice of any such cancellation at least forty-eight (48) hours prior notice for domestic trips and international trips (or longer, for certain international trips involving an extraordinary amount of flight planning on the part of NetJets). Additionally, in any event of a cancellation, NetJets reserves the right to pass through any actual, reasonable, and documented third party fees incurred by NetJets associated with the cancelled flight for catering, permitting, ground transportation, or similar services.

ii. By NetJets. NetJets shall have no liability for delay or failure to furnish the Aircraft and pilots pursuant to these T&Cs when such failure is caused by operation of law, by the action or inaction of any government or airport authority, by sudden or unexpected mechanical difficulty, by Air Traffic Control or weather delays, or by a force majeure event as described below.

d. To be eligible for aircraft usage during certain PPD's, MJ must have received the Marquis Jet Card Purchase Price (specified in the Agreement) from a new Owner by:

Must purchase on or prior to:	To fly on PPD's:
January 31 st	March 1 st and after
March 31 st	May 1 st and after
May 31 st	July 1 st and after
July 31 st	September 1 st and after
August 31 st	October 1 st and after
October 31 st	December 1 st and after
December 31 st	February 1 st and after

e. On any PPD, NetJets may, at its sole discretion, (i) accelerate or delay Card Holder's requested departure times by up to three (3) hours, and/or (ii) provide a substitute corresponding aircraft for the Aircraft within the aircraft categories defined herein which Aircraft shall be capable of providing non-stop service to Card Holder's destination provided the Aircraft could make such trip non-stop (such substitute aircraft shall be referred to as "Mission Capable Aircraft"). If a Mission Capable Aircraft is provided and it has an Interchange Rate less than the Aircraft then Card Holder will be charged at the Aircraft Interchange Rate. If a Mission Capable Aircraft has an Interchange Rate greater than the Aircraft then there shall be no Interchange Rate Charge. For the purpose of this Section, a non-exclusive list of the aircraft in each category is as follows: Category I: Citation Excel/XLS and Citation Encore+; Category II:, Citation X, Citation Sovereign, and Hawker 900XP.; and Category III: Gulfstream GV, Gulfstream G550, Gulfstream GIV, Gulfstream GIV-SP, Gulfstream G400, Gulfstream, G450, and Falcon 2000.

f. Subject to the conditions of this section, Card Holder is only guaranteed the use of one (1) NetJets program aircraft per calendar day, including both under this Agreement and/or any other Agreement for the purchase of another Marquis Jet Card. The aircraft type guaranteed will be the largest type in which Card Holder has an active card contract, except that during any grace period following the initial term of the Agreement, use of the aircraft shall be subject to availability in NetJets' sole discretion. Additionally, if Card Holder has purchased a card in conjunction with another card purchase (commonly referred to and marked as "Combo" cards), then the aircraft type guaranteed will be the smaller of the two aircraft types. In the event Card Holder also owns or leases a NetJets fractional share, Card Holder may use the number of aircraft per day specified in the relevant NetJets fractional program agreements provided, however, that Card Holder may request the use of additional NetJets program aircraft per calendar day and such additional use shall be subject to availability and scheduling as determined by NetJets in its sole discretion.

g. To ensure the availability of NetJets program aircraft and pilots to Card Holder, other card holders, and to NetJets fractional owners, all requests for flights originating or terminating more than 1,000 miles outside of the continental United States shall be subject to availability as determined by NJA in its sole discretion.

h. Card Holder agrees and acknowledges that in the event the Aircraft and all aircraft under the exchange program are unavailable at any given time, NJA will arrange at NJA's sole cost and expense to provide for Card Holder's use a comparable, mission capable, aircraft, including amenities and configuration, which may or may not be the same make and model as the Aircraft. MJ will advise Card Holder in advance whenever a non-NetJets program aircraft is being substituted for a NetJets program aircraft and Card Holder will have the option to accept the flight on a non-NetJets Program aircraft or wait until NetJets can provide a NetJets aircraft. If Card Holder elects to wait for a NetJets aircraft, then MJ and NetJets shall have no liability for the delay to Card Holder's requested departure time. If Card Holder accepts that non-NetJets aircraft, then Card Holder acknowledges that the flight will be operated by the direct air carrier under the FAR applicable to such operations. Any aircraft so provided by NJA shall be deemed the Aircraft when used by Card Holder for the purpose of the Agreement and these Terms and Conditions.

i. MJ or its affiliates may make available to Card Holder an electronic flight scheduling and account information system accessible to Card Holder through the internet or other electronic means. The terms and conditions of use for such system, as they may be amended from time to time, are hereby incorporated into these Terms and Conditions by reference, and all use of such system shall additionally be subject to the terms and conditions of these Terms and Conditions.

D. Payments.

1. Other Payments. Card Holder shall pay MJ for the following within ten (10) days after receiving an invoice from MJ.

a. Card Holder agrees that it shall be solely responsible for payment of the following additional expenses (the "Additional Expenses").

i. Fuel Charges. Card Holder may be invoiced a fuel charge for each hour billed hereunder. The fuel charge is the product of multiplying (a) the Fuel Variable Rate listed in Schedule 1 of the Agreement by (b) each \$.01 that NJA's average current cost of fuel and administration of its fuel program exceeds the established rate per gallon of fuel of \$1.60. An example of the Fuel Charge calculation is set forth below:

<u>Example</u>
Assumptions: Current Cost of Fuel: \$4.79 as of August, 2013 (this number is adjusted monthly) Fuel Variable Rate: 4.20 (This is the rate for the Citation XLS. Other aircraft types vary and are listed in Schedule 1 of your Agreement).
Sample Fuel Fee Calculation for Illustration: Hourly Fuel Fee for flights taken on the Citation XLS in August, 2013 would be: [(\$4.79-\$1.60)/ \$.01] x 4.20 = \$1,339.80

ii. Ferry Charges.

- (a) There will be no charge to ferry (position) the aircraft for any flight segment which (i) both originates and terminates in the Collective Service Area (as defined below), or (ii) takes place between airports in the Collective Service Area and in the Ferry Waiver Zone for the Card Holder's Aircraft. Card Holders are not eligible for the Ferry Waiver Zone on (1) Peak Period Days or (2) departures before 9:00am (location of departure) the day after a Peak Period Day except Marquis Jet Gulfstream G450/G400 (GIVSP) Card Holders who do not have any Peak Period Day restrictions for the NetJets Ferry Waiver Program.
- (b) The Collective Service Area includes (i) all approved airports within the Continental United States, (ii) Ontario Airports with the airport codes of CYHM (Hamilton Airport), CYGK (Kingston), CYKF (Kitchener/Waterloo), CYXU (London), CYQA (Muskoka), CYOW (Ottawa/MacDonald-Cartier), CYPQ (Peterborough), CYZR (Sarnia-Hadfield), CYSN (St. Catharines/Niagara), CYQS (St. Thomas), CNM4 (Stratford), CYYZ (Toronto/Pierson International), CYKZ (Toronto/Buttonsville Municipal), and CYQG (Windsor), (iii) Quebec airports with airport codes of CYUL (Montreal/Pierre-Elliott-Trudeau) and CYHU (Montreal-St. Hubert) and (iii) the British Columbia Airport with the code of CYVR (Vancouver International).
- (c) The Ferry Waiver Zones are set forth below in the Ferry Waiver Zones schedule below.
- (d) In the event Card Holder requests a smaller aircraft than the Card Holder's aircraft type specified in the Agreement and the requested aircraft is available for interchange, then that flight segment shall be eligible for the ferry waiver zone for the aircraft type requested.
- (e) In the event Card Holder requests and is granted a larger aircraft than the Card Holder's aircraft type specified in the Agreement then that flight segment shall be eligible for the larger aircraft type flown.

- (f) In the event the flight segment does not meet the requirements of this Section, Card Holder shall be invoiced for the then current NetJets ferry fee for the applicable aircraft type (including the applicable hourly fuel fee) that would be required to ferry the aircraft to or from such location to or from the nearest suitable international airport within the Continental United States (without regard to the location from which NetJets actually ferries the aircraft) (the “Hourly Ferry Fee”). As an alternative to paying the Hourly Ferry Fee, in those instances where Card Holder’s itinerary for a trip both originates and terminates in the Collective Service Area, but has one or more flight segments within the trip itinerary wherein the Hourly Ferry Fee would be assessed, Owner can elect to pay (and deem as used) the greater of (i) an average of three (3) Occupied Flight Hours per day for the duration of the trip (including day of departure and day of return) or (ii) the number of Occupied Flight Hours per day actually used for the duration of the trip.

iii. International Travel. For permitted international flight segments that do not originate and terminate in the continental United States, Card Holder will be charged for the following:

- (a) The Hourly Ferry Fee as described above.
- (b) International Crew Fees for overnight expenses if the flight’s duration is equal to or exceeds four and one-half (4½) hours. The International Crew Fees are as listed on the International Crew Fee schedule below.
- (c) International Handling Fees for any and all foreign permit, communication, handling, overflight, navigation, and air space, customs, head taxes and similar assessments relating to the ownership, operation, maintenance or the use of the Aircraft by Card Holder.
- (d) For certain international locations, International Flat Fees may be invoiced to Card Holder in lieu of the International Handling Fees for certain international locations. Such fees are based on NJA’s average costs of traveling to such locations. The International Flat Fees are as listed below on the International Flat Fees schedule and may change from time to time.
- (e) In the event Card Holder’s trip itinerary includes a destination or enroute destinations without reasonably available approved aircraft maintenance facilities or when an additional crew member is sent due to the duration of the trip, Card Holder’s request, or other reasons, Card Holder will be surcharged \$346 per day per additional employee sent (such amount to be escalated on January 1 of each year based upon the greater of CPI or 2%) plus expenses; and
- (f) The actual transportation costs (business class for overseas travel, coach for the Continental United States travel) and room and board expenses for the positioning and repositioning of each crew member affected when Card Holder has either requested that the Aircraft be operated with multiple crews or Card Holder’s itinerary would require the crew to exceed a fourteen (14) hour duty day.

iv. Minimum Flight Segments.

a. a. Flights shall be deemed to commence at the time of take-off and shall terminate when such aircraft lands (“Flight Segment”). In addition, two-tenths (2/10) of an hour shall be added to each Flight Segment to account for taxi time for take-off and landing.

b. If Card Holder’s Aircraft specified in the Agreement is a light cabin aircraft, then the minimum flight segment duration shall not apply to any flight segment occurring on a calendar day during which Card Holder’s use of the Aircraft equals at least four (4) Allotted Hours. If Card Holder’s Aircraft specified in the Agreement is a midsize or large cabin aircraft, then the minimum flight segment duration shall not apply to any flight segment that is solely the result of a government regulation such as a Customs stop; rather, Card Holder shall be charged for the actual Passenger Occupied Hours plus a flat fee (\$200 for midsize cabin, \$500 for large cabin).

v. Miscellaneous. Card Holder shall be and shall remain responsible for: (i) ground transportation services provided at Card Holder’s request; (ii) catering services provided at Card Holder’s request (excepting reasonable catering and beverages and snacks stocked on the aircraft and available for consumption free of additional charge), (iii) any concierge-related services provided at Card Holder’s request, (iv) additional insurance provided at Card Holder’s request, (v) fuel charge; (vi) additional costs incurred by MJ or NetJets due to the Card Holder’s improper use of the aircraft and services provided under the Agreement, and (vii) any federal, state and local taxes, charges, fees, imposts, excise taxes, duties and costs (including for the avoidance of doubt user fees, access fees, emissions fees (trading and offsets) and similar charges imposed by any governmental authority associated with Card Holder’s use of the aircraft and the services provided to Card Holder under the Agreement.

3. Failure to make Payment. If Card Holder fails to pay outstanding amounts within ten (10) days after they are due, MJ may pursue all remedies available to it at law and in equity and may also deduct from the Card Holder’s remaining hours, if any, the number of hours needed to cover the outstanding amounts due MJ. Card Holder shall reimburse MJ for any collection costs that MJ incurs, including attorneys’ fees and costs. MJ reserves the right to refuse to provide any services to Card Holder during any period that payment is overdue.

E. Insurance.

1. NJA hereby agrees to arrange, with insurers of recognized reputation, responsibility and having at least an A.M. Best rating of an “A” or better:

i. aircraft physical damage insurance (excluding war risk coverage and other allied perils coverage) as commercially available with respect to the Aircraft, against loss, theft or damage, extended coverage with respect to any engines or parts while removed from the Aircraft, as defined in the terms and conditions of the aircraft hull and liability policy, for the fair market value of the Aircraft naming NJA loss payee in the event of an actual or constructive total loss.

ii. passenger and third party liability insurance (excluding war risk coverage and other allied perils coverage) as commercially available for the Aircraft which it operates in an amount not less than the amount listed in Schedule 1 of the Agreement combined single limit liability coverage naming Card Holder as an additional insured.

2. NJA hereby agrees to arrange for and obtain as commercially available, War Risk and Other Allied Perils Coverage for aircraft physical damage in an amount not less than the fair market value of the Aircraft, passenger liability in an amount not less than One Hundred Million Dollars (\$100,000,000) combined single limit liability coverage and third party liability in an amount not less than One Hundred Million Dollars (\$100,000,000) annual aggregate.

3. Copies of such policies and certificates of Insurance shall be furnished to the Card Holder promptly upon the request of Card Holder. Such Insurance shall be maintained by NJA in full force and effect throughout the term hereof and the insurer shall provide Card Holder thirty (30) days advance notice of cancellation or material alteration, provided, however, Card Holder notification for War Risk and Other Allied Perils coverage are as set forth in the terms and conditions of the policy. All such insurance shall contain a Breach of Warranty Endorsement in favor of Card Holder.

4. Sole Recourse for Liabilities. CARD HOLDER, MJ, AND NETJETS AGREE TO ACCEPT THE PROCEEDS OF THE LIABILITY INSURANCE REQUIRED HEREUNDER AS THEIR SOLE RECOURSE AGAINST EACH OTHER IN THE EVENT OF ANY CLAIM RELATING TO A TYPE OF INJURY, DEATH, OR PROPERTY DAMAGE FOR WHICH SUCH INSURANCE IS BEING PROVIDED HEREUNDER. THE PRECEDING SENTENCE SHALL NOT OPERATE TO LIMIT ONE PARTY'S RECOURSE AGAINST ANOTHER PARTY TO THE EXTENT THAT INSURANCE PROCEEDS ARE WITHHELD OR REDUCED DUE TO THE ACTIONS OR INACTIONS OF SUCH OTHER PARTY.

F. Termination Rights.

1. Termination for Interference with Crew, Criminal Behavior, or Safety or Security Violations. MJ may immediately terminate this Agreement by giving Card Holder written notice in the event any person designated by Card Holder to be a passenger on a NetJets program aircraft does any of the following: (1) interfere with, threaten, assault, or fail to comply with the safety directions of a NJA crewmember; or (2) violate the criminal laws or aviation safety or security laws of the United States or any jurisdiction in which NJA has placed an aircraft at Card Holder's direction.

2. Termination for Nonpayment. In the event that Card Holder breaches this Agreement by failing to make any payment within ten (10) days after being given notice that its payment is overdue, MJ may terminate this Agreement by giving the Card Holder written notice. MJ reserves the right to refuse to provide any services under this Agreement during any period that Card Holder's account is overdue.

3. Termination for Insolvency, Bankruptcy, or Receivership. In the event either Party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, is insolvent or the subject of a bankruptcy or receivership proceeding, or in the event any substantial part of the Party's property is or becomes subject to any levy, seizure, assignment or sale for or by any creditor or governmental agency without being released or satisfied within ten (10) days thereafter, then the other Party may terminate this Agreement by giving the other Party written notice.

4. Termination for Uncured Breach. In the event that either Party is in breach of any material provision of this Agreement (excluding breaches covered by Sections F.1-F.3 above), and that breach continues uncured for a period of thirty (30) days after written notice thereof, then the non-breaching Party may terminate this Agreement by giving the other Party written notice.

5. Termination for Operations Problems. In the event of any of the following, Card Holder may terminate this Agreement by giving MJ written notice: (i) the NetJets Program experiences three (3) or more separate events in any twelve (12) month period that are reportable to the National Transportation Safety Board ("NTSB") as an accident (as that term is defined by the NTSB), and as a result of these events the Federal Aviation Administration ("FAA") revokes or suspends NJA'S management specifications or air carrier certificate and operations specifications; or (ii) the insurance required to be maintained by NetJets hereunder is voided or otherwise not in effect. In the event of a termination under this Section F.5, MJ shall promptly return to Card Holder the monetary value of Card Holder's remaining Allotted Hours, based on the per hour value of the Purchase Price.

G. Miscellaneous.

1. Amendment. No amendment or waiver of this Agreement will be effective unless it is in writing and duly signed by all of the parties.

2. Assignment. No party may assign its rights or responsibilities under the Agreement or these Terms and Conditions without the prior written consent of the other parties. Any attempted assignment not approved by the other parties, as provided in this Section, shall be null and void. Notwithstanding the preceding sentence, MJ and NetJets may at any time after providing advance written notice to Card Holder (but without having to obtain Card Holder's consent) assign their rights and obligations under the Agreement and these Terms and Conditions, in whole or in part to a parent, affiliate, or subsidiary. Subject to the foregoing, the Agreement and these Terms and Conditions shall be binding upon and inure to the benefit of Card Holder, MJ and NetJets and their respective successors and permitted assigns.

3. Notice. Any notice, request or other communication to either party by the other hereunder shall be given in writing and shall be deemed given on the earlier of the date the same is (i) personally delivered with receipt acknowledged, or (ii) telecopied at time of transmission or (iii) three (3) days after mailed by certified mail, return receipt requested, postage prepaid and addressed to the party for which it is intended at the address as set forth on the signature page to the Agreement, together with a copy of any addressee as may be designated by a party by notice hereunder. The place to which notices or copies of notices are to be given to either party may be changed from time to time by such party by written notice to the other party. No party may object to the form of notice which was actually received.

4. Confidentiality. The parties agree (on behalf of themselves and each of their respective affiliates, directors, officers, members, employees and representatives) to keep confidential, the terms of the Agreement and any nonpublic information supplied to it by another

party(ies) pursuant to the Agreement, provided that nothing herein shall limit the disclosure of any such information (a) to the extent required by law or to carry out a party's obligations under the Agreement or these Terms and Conditions, (b) to a party's counsel, accountants, or auditors, (c) to NetJets' affiliates, (d) to a third party providing subcontract transportation services at NJA's direction, (e) in connection with any litigation involving a party, or (f) which has been publicly disclosed by someone other than a party to the Agreement.

5. Entire Agreement. The Agreement and these Terms and Conditions contains the entire understanding between the parties with respect to the subject matter herein and supersedes all previous communications, representations, and agreements, whether oral or written, between the parties.

6. Force Majeure. No party shall be liable for any failure or delay in performance under the Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, provided that, as a condition to the claim that a party is not liable, the party experiencing the difficulty shall give the other prompt notice, with full details following the occurrence of the cause relied upon.

7. Further Assurances. Each party hereto shall execute and deliver all such further instruments and documents as may reasonably be requested by the other party in order to fully carry out the intent and accomplish the purposes of the Agreement as well as to comply with any change in any applicable law.

8. Indemnification. Card Holder shall indemnify, defend, and hold harmless MJ and NetJets (including their parent, sister, and subsidiary companies and all of their respective shareholders or members or partners, directors, officers, employees, agents, and counsel) from and against any and all claims, actions, suits, proceedings, judgments, administrative agency civil penalties, damages, costs, and expenses (including, without limitation, reasonable and documented attorneys' fees and costs) to the extent they are due to: (a) Card Holder's gross negligence, willful misconduct, or violation of any law applicable to aviation security, customs, immigration, or quarantine; or (b) Card Holder's charging others or accepting compensation from others for transportation on the Aircraft other than as allowed by 14 C.F.R. § 91.321 or § 91.501 or other applicable law.

9. Offer Validity. The receipt of the Agreement from MJ represents an offer to sell certain flight services on the terms and conditions as stated therein and in these T&C's. Such offer shall be valid for a period of fifteen (15) days from receipt of the Agreement following which it is subject to reapproval by MJ. Notwithstanding the foregoing, MJ adjusts its prices periodically, and all offers pending as of such adjustment are subject to price adjustment to current rates, except that during a grace period of five (5) days from the date of such adjustment, MJ will honor the prior period's pricing, provided that the Card Holder both (i) signs and returns the Agreement and (ii) pays the Purchase Price in full within the grace period.

10. Severability. In the event that any one or more of the provisions of the Agreement or these Terms and Conditions shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of the Agreement and these Terms and Conditions shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable provision, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

11. Third-Party Beneficiaries. There are no third-party beneficiaries of this Agreement.

H. Schedules

INTERNATIONAL CREW FEES*			
Aircraft with no Flight Attendant (2 Crew members)		Aircraft with Flight Attendant (3 Crew members)	
<u>Passenger Occupied Hour</u>	<u>Charge</u>	<u>Passenger Occupied Hour</u>	<u>Charge</u>
0-4.4 hours	No charge	0-4.4 hours	No charge
4.5-9.4 hours	\$640	4.5-9.4 hours	\$952
9.5 hours and greater	\$1,279	9.5 -15 hours	\$1,906
		15 hours and greater	\$2,858
* Rates escalate annually by the greater of the CPI or 2%, or upon 30 days' notice.			

Currently Identified Peak Period Days		
Day of the Week	Date	Description / Holiday
Saturday	January 1, 2017	New Years
Monday	January 2, 2017	New Years
Friday	January 13, 2017	Martin Luther King, Jr. Day
Monday	January 16, 2017	Martin Luther King, Jr. Day
Thursday	February 16, 2017	Presidents Day
Friday	February 17, 2017	Presidents Day
Monday	February 20, 2017	Presidents Day
Tuesday	February 21, 2017	Presidents Day
Thursday	March 9, 2017	Spring Break
Friday	March 10, 2017	Spring Break
Sunday	March 12, 2017	Spring Break
Thursday	March 16, 2017	Spring Break
Friday	March 17, 2017	Spring Break
Sunday	March 19, 2017	Spring Break
Sunday	March 26, 2017	Spring Break
Thursday	April 13, 2017	Easter
Sunday	April 16, 2017	Easter
Monday	April 17, 2017	Easter
Thursday	May 25, 2017	Memorial Day
Friday	May 26, 2017	Memorial Day
Friday	June 30, 2017	Independence Day
Sunday	July 9, 2017	Independence Day
Tuesday	November 21, 2017	Thanksgiving
Wednesday	November 22, 2017	Thanksgiving
Sunday	November 26, 2017	Thanksgiving
Monday	November 27, 2017	Thanksgiving
Friday	December 22, 2017	Christmas
Saturday	December 23, 2017	Christmas
Tuesday	December 26, 2017	Christmas
Wednesday	December 27, 2017	Christmas
<p><i>Updated copies of this list may be requested at any time from your Sales Executive or Owner Services Team. Any changes or additions to the above list will be published and distributed by NetJets with at least forty-five days' notice.</i></p>		

2017 NetJets Elite™ Card Peak Period Days		
<u>Day of the Week</u>	<u>Date</u>	<u>Description/ Holiday</u>
Sunday	January 1, 2017	New Year's
Monday	January 2, 2017	New Year's
Friday	January 13, 2017	Martin Luther King Jr. Day
Monday	January 16, 2017	Martin Luther King Jr. Day
Thursday	February 16, 2017	President's Day
Friday	February 17, 2017	President's Day
Monday	February 20, 2017	President's Day
Tuesday	February 21, 2017	President's Day
Thursday	March 9, 2017	Spring Break
Friday	March 10, 2017	Spring Break
Sunday	March 12, 2017	Spring Break
Thursday	March 16, 2017	Spring Break
Friday	March 17, 2017	Spring Break
Sunday	March 19, 2017	Spring Break
Sunday	March 26, 2017	Spring Break
Thursday	April 13, 2017	Easter
Sunday	April 16, 2017	Easter
Monday	April 17, 2017	Easter
Thursday	May 25, 2017	Memorial Day
Friday	May 26, 2017	Memorial Day
Thursday	June 29, 2017	Fourth of July
Friday	June 30, 2017	Fourth of July
Wednesday	July 5, 2017	Fourth of July
Sunday	July 9, 2017	Fourth of July
Monday	September 4, 2017	Labor Day
Thursday	October 5, 2017	Columbus Day
Friday	October 6, 2017	Columbus Day
Monday	October 9, 2017	Columbus Day
Friday	November 17, 2017	Thanksgiving
Tuesday	November 21, 2017	Thanksgiving
Wednesday	November 22, 2017	Thanksgiving
Saturday	November 25, 2017	Thanksgiving
Sunday	November 26, 2017	Thanksgiving
Monday	November 27, 2017	Thanksgiving
Friday	December 15, 2017	Christmas
Saturday	December 16, 2017	Christmas
Friday	December 22, 2017	Christmas
Saturday	December 23, 2017	Christmas
Tuesday	December 26, 2017	Christmas
Wednesday	December 27, 2017	Christmas

FERRY WAIVER ZONES

NetJets Ferry Waiver Zone Locations		
ZONE I – Citation Encore/Encore+ / Citation Excel/XLS / Phenom 300		
<u>AIRCRAFT *</u> •Citation Encore+/Encore •Citation XLS/ Excel •Phenom 300 <u>FERRY WAIVER ZONE</u> •Alaska •Bermuda •Canada •Caribbean Islands: Anguilla Antigua Aruba Bahamian Islands: -Abaco Islands -Acklins Island -Andros	-Berry Islands -Bimini -Cat Island -Eleuthera -Grand Bahama -Great Exuma -Nassau/Paradise Island -San Salvador British Virgin Islands: -Tortola Barbados Cayman Islands: -Cayman Brac -Grand Cayman •Mexico Dominica Dominican Republic Grenada	Guadeloupe Jamaica Martinique Netherlands Antilles: Bonaire Curacao St. Eustatius St. Martin/ St. Maarten Puerto Rico St. Kitts St. Lucia St. Vincent & The Grenadines Trinidad & Tobago Turks & Caicos U.S. Virgin Islands: St. Croix St. Thomas
ZONE II – Hawker 900XP/800XPC / Citation Sovereign		
<u>AIRCRAFT *</u> • Hawker 900XP/800XP • Citation Sovereign	<u>FERRY WAIVER ZONE</u> • All locations in Zone I • Central America: Belize Costa Rica	El Salvador Guatemala Honduras Nicaragua Panama
ZONE III – Citation X, Challenger 350		
<u>AIRCRAFT *</u> • Citation X • Challenger 350	<u>FERRY WAIVER ZONE</u> • All locations in Zones I and II • Hawaii	
ZONE IV – Falcon 2000EX/2000 / Gulfstream G450/G400/GIV-SP / Gulfstream G550/GV / Global 5000		
<u>AIRCRAFT *</u> • Falcon 2000EX/2000 • Gulfstream G450/G400 (GIVSP) • Gulfstream G550/GV • Global 5000 <u>FERRY WAIVER ZONE</u> All locations in Zones I, II, and III Cyprus (Greek) European Region: Albania Kosovo Austria Latvia Azores Lithuania Belgium Luxembourg Bosnia & Macedonia	Herzegovina Madeira Bulgaria Germany Slovakia Gibraltar Slovenia Greece Malta Canary Islands Montenegro Croatia Netherlands Czech Republic Norway Denmark Poland Estonia Portugal	Finland Romania France Serbia Spain Hungary Sweden Ireland Switzerland Italy United Kingdom Greenland Iceland Israel Morocco (cities north of 33° North Latitude plus cities of Agadir and Marrakech) Russia/Belarus/Ukraine cities of Moscow, St. Petersburg, Minsk, Kiev, and L`viv Turkey (cities west of 35° East Longitude)
ZONE V – Global 6000		
<u>AIRCRAFT *</u> • Global 6000 <u>FERRY WAIVER ZONE</u> • All locations in Zones I, II, III and IV Columbia Venezuela	Ecuador Guyana Suriname French Guiana Peru Brazil Uruguay	Argentina China India Bolivia Chile Paraguay
Due to regulations, safety concerns, weather, or other limitations, it may not be possible to go into all airports in these areas for all aircraft in the respective zone. Applicable International Fees and Crew Fees are not waived. See Payments section for more details on how these fees are charged.		

INTERNATIONAL FLAT FEES

Location	Airport	Citation Encore/+ Citation Excel/XLS Phenom 300	H800XP H900XP Sovereign	Citation X Challenger 350	Falcon 2000/2000EX	GIV-SP/450 500/GV G5000 / G6000
<u>Alaska</u>						
Anchorage	PANC	\$524	\$524	\$524	\$594	\$734
All Other Locations		\$559	\$559	\$559	\$814	\$934
<u>Bahamian Islands</u>						
Nassau	MYNN	\$664	\$684	\$684	\$709	\$769
All Other Locations		\$1,159	\$1,174	\$1,174	\$1,299	\$1,434
<u>Bermuda</u>						
	TXKF	\$1,284	\$1,334	\$1,334	\$1,359	\$1,534
<u>Canada</u>						
Gander	CYQX	\$621	\$621	\$621	\$836	\$1,086
All Other Locations		\$446	\$556	\$556	\$586	\$1,256
<u>Caribbean</u>						
Anguilla	TQPF	\$1,634	\$1,839	\$1,839	\$1,909	\$1,909
Antigua & Barbuda	TAPA	\$1,424	\$1,509	\$1,509	\$1,584	\$1,539
Aruba	TNCA	\$1,454	\$1,944	\$1,944	\$2,044	\$2,234
Aruba	TNCB	\$1,370	\$1,860	\$1,860	\$1,960	\$1,960
Aruba	TNCC	\$1,370	\$1,860	\$1,860	\$1,960	\$2,150
Barbados	TBPB	\$1,754	\$1,994	\$1,994	\$2,084	\$2,084
British Virgin Islands	TUJ	\$1,359	\$1,359	n/a	n/a	n/a
Cayman Islands	MWCB, MWCR	\$1,589	\$1,664	\$1,664	\$1,684	\$2,059
Dominica	All Airports	\$1,284	\$1,334	\$1,334	\$1,359	\$1,359
Dominican Republic	All Airports	\$1,684	\$1,684	\$1,684	\$2,029	\$2,234
Grenada	TGPY	\$1,459	\$1,459	\$1,459	\$1,459	\$1,909
Guadeloupe	TFFR	\$2,159	\$2,159	\$2,159	\$2,159	\$2,159
Jamaica	MKJP,MKJS	\$2,059	\$2,059	\$2,059	\$2,159	\$2,909
Martinique	All Airports	\$1,559	\$1,709	\$1,709	\$1,859	\$1,859
Puerto Rico	All Airports	\$1,114	\$1,399	\$1,399	\$1,859	\$2,084
St. Kitts & Nevis	TKPK	\$1,234	\$1,234	\$1,234	\$1,234	\$1,234
St. Lucia	TLPC,TLPL	\$1,534	\$1,534	\$1,534	\$1,534	\$1,534
St. Martin/Maarten	TNCM	\$1,594	\$1,804	\$1,804	\$1,994	\$2,159
St. Vincent & The Grenadines	All Airports	\$1,384	\$1,984	\$1,984	\$1,984	\$1,984
Trinidad & Tobago	TTPP	\$1,684	\$1,834	\$1,834	\$2,074	\$1,984
Turks & Caicos	MBPV,MBGT	\$1,134	\$1,259	\$1,259	\$1,284	\$1,609
U.S. Virgin Islands	TISX,TIST	\$919	\$944	\$944	\$959	\$1,009
<u>Central America</u>						
Belize	MZBZ	\$1,459	\$1,934	\$1,934	\$1,984	\$2,484
Costa Rica	MROC,MRLB	\$2,804	\$3,274	\$3,274	\$3,274	\$4,079
Guatemala	All Airports	\$2,134	\$2,134	\$2,134	\$2,134	\$2,134
Honduras	All Airports	\$1,859	\$2,559	\$2,559	\$2,609	\$2,609
Nicaragua	All Airports	\$2,359	\$2,359	\$2,359	\$3,534	\$3,534
Panama	MPTO,MPHO	\$2,669	\$2,734	\$2,734	\$3,689	\$5,309
<u>Hawaii</u>						
All Locations	All Airports	n/a	n/a	\$609	\$734	\$734
<u>Mexico</u>						
Acapulco	MMAA	\$2,534	\$3,104	\$3,104	\$3,134	\$3,134
Cancun	MMUN	\$2,229	\$2,544	\$2,544	\$2,634	\$2,834
Puerto Vallarta	MMPR	\$2,334	\$2,509	\$2,509	\$2,609	\$2,759
Los Cabos Int'l Airport	MMSD	\$1,909	\$2,109	\$2,109	\$2,259	\$2,559
Cabo San Lucas	MMSL	\$2,009	\$2,109	\$2,109	\$2,359	\$2,409
Toluca	MMTO	\$2,214	\$2,369	\$2,369	\$2,669	\$3,009
All Other Locations		\$2,059	\$2,109	\$2,109	\$2,269	\$2,559
<p>*For each departure and arrival at certain airports an all-inclusive flat fee that is aircraft and airport specific will be charged. **International Flat Fees may be changed (increased or decreased) without notice at any time based upon actual invoices NJA receives as necessary to reflect actual costs ***Surcharges may be added to specific airports to recover short term price increases due to specific events. ****Flat fees will be invoiced at the same time as related flight activity. *****All other destinations requests will be charged actual expenses on service invoice.</p>						