

CHARTER AIR TRANSPORT SERVICE AGREEMENT

No.....of

Between:

S.C. EUROJET ROMANIA S.R.L, registered with the Registry of Companies under no. J40/419/2004, fiscal code RO 16039694, **IBAN NO. RO38 BACX 0000 0000 7046 7320 opened with Unicredit Tiriac Bank**, with registered address in Bucharest, 61-63 Ion Ionescu de la Brad Street, telephone 40318600384, fax 021/269 33 79, represented by **Lupes Gheorghe- General Manager and Eduard Rosianu – Financial Manager**, hereinafter referred to as "**Provider**",

and

..... registered with the Company Fiscal Registration..... ,
IBANopened atBANK with
registered address in, represented byhereinafter
referred to as „**Beneficiary**”

The contracting parties agreed on the following terms and conditions:

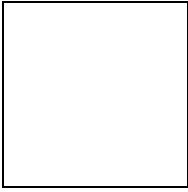
Chapter 1 - DEFINITIONS

For the purposes hereof the following definitions shall be used:

- 1.1 "Provider"** – company **EUROJET ROMANIA S.R.L** – appointed to perform the passenger charter flights, in compliance with the internal and international air laws and according to the provisions hereof.
- 1.2 "Beneficiary"** – company
- 1.3 "Charter"** – flight operation, as performed by Provider upon Beneficiary’s request.
- 1.4 "Ground services"** – all the operations required for the technical assistance provided to aircraft on airport such as: technical equipment, luggage loading / unloading, transfer of passengers from / into aircraft, ticketing, embankment card, security and information desk etc.;
- 1.5 "Force majeure"** – as defined by the Romanian law.

Chapter 2 – SCOPE OF AGREEMENT

The scope here of is the performance by the Provider of the flight: by use of an "executive" type aircraft as configured with a 8/9/10 VIP seats, transporting a number of max passengers delegated by the Beneficiary. The flight is planned to be performed by use of a Cessna Citation Encore/ Cessna Citation Excel/ Bombardier Challenger 604 aircraft, operated by S.C. EUROJET ROMANIA S.R.L as Provider.



Chapter 3 – RESPONSABILITIES

3.1 Provider

3.1.1. The Provider shall perform the flight according to the International Air Law and all Rules and Regulations imposed by the Air Authorities with respect to charter flights.

3.1.2. Provider, prior to commencement of flight operations, shall take all the steps required to obtain the operating permits.

3.1.3. Provider shall be responsible of the ground assistance on the departure/arrival airports with respect to:

- transfer of passengers from aircraft to airport building;
- luggage assistance;
- airport assistance;
- flight-related general information;
- other operational responsibilities, if required.

3.1.4. Provider shall perform the said flights in compliance with the provisions of Chapter 2 hereof and for the destinations requested by Beneficiary provided Beneficiary places a steady order and pays the equivalent value of the fare according to the stipulations of Chapter 4.

3.1.5. Provider shall be responsible of flight organization, complying with the timetable required by Beneficiary and the stipulations of Chapter 2.

3.1.6. Provider shall liaise with the agents and the service providers for the

purpose of the acceptable performance of the planned flight, and with Beneficiary, having an operative input for dealing with the technical matters related to the flight schedule.

3.1.7. Provider shall notify Beneficiary, whenever the flight schedule changes, of

the factors that caused such situation (instructions of the delegation's head, take-off/landing congestions; slots; adverse weather conditions etc.) and the steps that were instructed to deal with such situation.

3.1.8. Provider shall hold control over how the flight will be achieved, and will be the only entity entitled, in the event of objective circumstances, to demand to have the flight rescheduled.

3.1.9. Provider shall not be responsible:

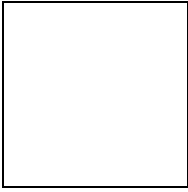
- In case flight permits from authorities are not obtained for reasons that do not depend on the Provider;
- In case of delays due to reasons that are not imputable to the provider.
- In case passengers do not accomplish legal conditions, immigrations formalities, customs formalities, medical check requirements at destination or transit countries.

SC Eurojet Romania SRL

61-63, Ion Ionescu de la Brad Street, 013812, Bucharest, Romania

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3.2 Beneficiary

3.2.1. Beneficiary shall be responsible for:

- confirmation of flight by means of a steady order placed by 18th of June, 2009.
- confirmation of the "Passengers' List", to be transmitted to Provider no later than 8 hours prior to each flight;
- notification of Carrier in case of each delay affecting the schedule initially communicated.

Chapter 4 – PAYMENT TERMS AND CONDITIONS

4.1. Beneficiary shall pay for the flight on, a price of

4.2. The payment shall be made the latest, untilUTC as a condition for flight performance.

4.3 The payment shall be made in EUR as per the invoice issued for providing the services by the Provider.

4.4. A copy of the payment order shall be transmitted to Provider by fax, immediately after the payment has been instructed.

4.5. The price specified under Art. 4.1. does not include de-icing, royalty taxes or taxes levied by the authorities in operation countries. Said expenses shall be reimbursed upon justifying invoices from third party services suppliers within 5 working days from flight.

4.6. Cancellation Terms:

- 25% of the total amount in case of cancellation 72-48 hours before departure date
- 50% of the total amount in case of cancellation 48-24 hours before departure date
- 100% of total amount in the case of cancellation with less than 24 hours before departure time.

Chapter 5 - TERMS

This agreement shall become enforceable upon its execution by both Parties and shall continue to be in effect until the ordered charter flight has been completed and all the financial matters have been settled.

Cap. 6 – FORCE MAJEURE

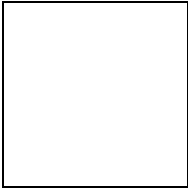
6.1. None of the contracting parties shall be held liable for failure to execute on time or/and for total or partial inappropriate performance of whatever obligation arising from this Contract, in the event that such failure to perform or inappropriate performance was caused by a force majeure situation (technical literature defines force majeure as a situation arising after conclusion of agreement, independent of the parties' will, as a result of unusual, absolutely unpredictable, and insurmountable events).

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6.2 The party invoking force majeure shall notify the other party within 5 days from the event date and shall take all possible measures aimed at limiting consequences. Evidence as to the force majeure situation shall be communicated to the co-contractor within no more than 10 days subsequent to occurrence. Such evidence shall be certified by the Chamber of Commerce and Industry of Romania.

6.3 In the event that within 30 days from occurrence said event does not cease, the parties shall have the right to notify each other legal termination of this contract, and none of the parties hereto may demand compensation.

Cap. 7 – NOTIFICATIONS

7.1. Notifications or communications sent by one of the parties to the other shall be deemed valid if transmitted at the address specified in this contract or to an address communicated via registered letter with confirmation upon receipt.

7.2. In the event notification is done via mail, it shall be transmitted via registered letter with confirmation upon receipt and shall be deemed received by addressee on the date specified by the receiving post office on said confirmation document.

7.3. Communication done via fax/telex/electronic mail shall be deemed received on the first work day following dispatch day.

7.4. Verbal communications/notifications shall not be considered by the parties if not confirmed via means provided under preceding paragraphs.

Cap. 8 – LITIGATIONS

8.1. The parties agree to have all disagreements in regard to the validity of this Contract or arising from the interpretation, execution, or cessation hereto, to be settled amicably by their reps.

8.2. In the event amicable litigation settlement is not possible, the parties hereto shall approach competent courts of law.

Cap. 9 – FINAL PROVISIONS

This contract represents the entire Contract and replaces all previous agreements between the parties hereto. Any subsequent amendment to this Contract shall be made in writing. The clauses of this Contract may be amended jointly, upon written approval of the parties hereto. No party hereto may be assigned to a third party in the absence of written approval of the other party.

Signed today, in English, in 2 (two) copies having equal legal power, one for each party hereto.

On behalf of,

On behalf of,

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