

**Terms of Business effective January 2008
PAD Aviation Service GmbH (Hereafter "PADA VIATION")**

Operation

Flughafenstrasse 33 / GAT

33142 Bueren

Germany

The following Terms of Business of PADA VIATION are a constituent part of an order confirmation. Any deviations therefrom shall be valid only if confirmed in writing by PADA VIATION.

The transportation services offered shall be provisional, subject to availability of the aircraft and crew, until PADA VIATION sends written confirmation thereof to the charterer. Thereafter, the order placed shall be subject to technical feasibility, granting of air traffic rights, slots, and other miscellaneous clearances by the authorities.

Services

Following acceptance of an order by PADA VIATION, the charterer shall be granted the right to transportation for itself and any third party it designates. The transportation contract shall also encompass the baggage of passengers, unless otherwise specified.

Contract fulfillment

PADA VIATION shall be entitled to subcontract its contractual obligations in part or in whole to a third party. If PADA VIATION cancels a charter contract after the flight has commenced, as a result of technical problems with the aircraft or for operational grounds or for events beyond its control, the charterer shall compensate PADA VIATION for the pro rata share of the charter fee based on the ratio of actual time flown versus the total planned flying time.

Transportation of dangerous goods

No dangerous goods that may endanger the aircraft or passengers shall be carried on board. Passengers shall, prior to boarding the aircraft, check their hand and checked baggage

versus the list of forbidden goods provided. Passengers carrying any dangerous goods on their person or in their baggage, as defined under §27 par. 4 of LuftVG (Air Traffic Act), especially weapons or similar objects, shall notify the captain accordingly before boarding the aircraft. The captain shall rule on how these goods are to be transported.

Captain's authority

The captain of the aircraft is authorized to take all necessary safety precautions. Accordingly, the captain is fully competent to decide on the payload, seating capacity, passengers, their belongings, and the loading, unloading, or distribution of baggage and freight. The captain shall similarly decide on if and how the flight is to be flown, deviations from the flight plan, and where to land. Furthermore, the captain may refuse to carry passengers without reservations, or cancel or divert a flight if the conduct of a passenger(s) is deemed to adversely affect the safety and personal rights of other passengers. In such an event, the charterer shall pay the contractual charter fee plus any extra costs incurred for measures taken to address the situation at hand.

Aircraft De-Icing

The charterer has to pay the fees due to possible necessary deicing of the aircraft. PADA VIATION will this invoice cost to the charterer.

Transportation and travel documents

PADA VIATION shall organize the transportation documents. The charterer shall submit correct and complete information due to PADA VIATION, and also ensure that the passengers hold and fulfill all travel documents / requirements such as passports, visas, vaccinations, etc. The charterer shall bear the costs for any damage arising from incorrect, incomplete, delayed, or improper information provided to PADA VIATION.

Payment

Unless otherwise agreed the invoice shall be payable in full immediately upon receipt. PADA VIATION may revoke the charter contract, if the invoice is not paid on time. The

charterer shall not be entitled to offset this amount against other receivables from PADA VIATION.

Delays

PADA VIATION shall be liable for flight delays or other malfunctions of the aircraft for causes attributable to PADA VIATION, whereby the provisions of the Warsaw Convention, as applicable, shall remain in effect.

The Charterer shall compensate PADA VIATION for demurrage charges incurred at the respective airport and extra fees for ground time and block time, if the chartered aircraft is kept waiting beyond the contractually scheduled departure time because the booked passengers, their baggage, or freight shipments are not available on time for the scheduled departure, or if the appropriate travel or other necessary documents are missing or lacking because of acts or omission by the charterer or its employees or agents or the passengers.

Cancellation / Rebooking

The charterer shall pay a cancellation fee based on the sliding scale below, if it cancels a contract for flight booked with a PADA VIATION aircraft, before scheduled departure:

After booking: EUR 1000

From 168 hrs before the 1st scheduled departure: 20 % of charter fee at least 1000 EUR

From 96 hrs before the 1st scheduled departure: 40 % of charter fee

From 72 hrs before the 1st scheduled departure: 60 % of charter fee

From 48 hrs before the 1st scheduled departure: 80 % of charter fee

From 24 hrs before the 1st scheduled departure: 100 % of charter fee

These cancellation fees are lump-sum amounts, whereby PADA VIATION expressly reserves the right to file additional claims. In case the charterer cancels a third-party aircraft that PADA VIATION has organized, the applicable fee of the third-party shall be invoiced in full to the charterer. A notice of cancellation must be submitted in writing to PADA VIATION, and the time of its receipt shall govern the applicable charge.

A flight may be rebooked free of charge up to 24 hours before the scheduled departure, and thereafter for a rebooking fee of EUR 500. Rebooking shall be subject to availability of the aircraft and the granting of landing permits and slots. The fee for cancellation of a rebooked flight shall be a minimum of 40 % of the charter fee.

Special services

PADAVIATION shall invoice the charterer for any special services rendered or organized, such as VIP service, special catering, onboard telecommunications via satellite phones, etc.

Liability

PADAVIATION shall not be liable for cancellation or delay of a flight arising especially from events beyond its control, hindrances caused by the authorities or third parties, strikes, lockouts, and war or warlike situations, unless PADAVIATION is directly responsible for the cancellation / delay or has acted in a grossly negligent manner. Furthermore, PADAVIATION shall not be liable for actions of other airlines, security clearance and handling firms and their vicarious agents, or for personal belongings left onboard by the passengers. The charterer shall be held fully liable for any damage caused to the inside or outside of the aircraft by the passengers or by any member of the crew it employs.

Governing law, Jurisdiction

The charter services provided shall be governed by the Laws of Germany, with special reference to provisions of the Air Traffic Act, regulations of the Montreal Convention, and PADAVIATION's Terms of Business for transportation services. Passengers shall be compensated and assisted in the event of denied boarding and of cancellation or long delay of flights, in accordance with the EC Regulation No. 261/2004. Jurisdiction for any disputes that arise shall be exclusively in Herford, Germany.

Miscellaneous

If any provision of these Terms of Business is declared or becomes void, the remaining provisions shall continue in full force and effect.