

## PASSENGER CHARTER AGREEMENT

This Passenger Charter Agreement is made and entered into as of this 30<sup>th</sup> day of October 2017, by and between AMERISTAR AIR CARGO, INC. doing business as AMERISTAR CHARTERS (Ameristar), a Texas corporation with a place of business at 4400 Glenn Curtiss Drive, Suite 202, Addison, Texas 75001, Telephone 972-248-2478 extension 11, Facsimile 972-931-6011 and Texas A&M University, a member of the Texas A&M University System, an agency of the State of Texas (the CHARTERER), an institution of higher education have a principal place of business at 750 Agronomy Road, Suite 3101, 6000 TAMU, College Station, Texas, 77843-6000, Telephone (979) 845-4556, Facsimile (979) 862-7130.

It is mutually agreed that Charterer shall purchase from Ameristar and Ameristar shall furnish to Charterer, charter air transportation (hereafter the Flight(s) or Charter), subject to the terms and conditions herein and Purchase Order number ABO325841. Ameristar is a United States certified Part 121 Air Carrier.

### AIRCRAFT, ROUTING, FLIGHT SCHEDULE, AND CHARGES

CHARTER TYPE: Full A/C TYPE: Boeing 737-200 SEATING CAPACITY: 60 first class seats per flight MAXIMUM LUGGAGE/PAX: See Par. 6 BASE FUEL PRICE: \$4 per gallon; FUEL VOLUME: 1,050 Gallons per Block Hour; MAXIMUM PAYLOAD 28,000 lbs. Per flight. NUMBER OF FLIGHTS: see Schedule A ITINERARY: see Schedule A BASE PRICE OF CONTRACT: \$976,500 USD DEP. / ARRIVAL CHARGES: included 7.5% DOMESTIC TAX: included FOREIGN TAX/CHARGES: not included USDA CHARGES: not included \$4 Per/LIVE LEG/Per PAX: included SECURITY SURCHARGE: included TERMINAL: not included PASSENGER FACILITY CHARGE (PFC): included CATERING SERVICE: snacks and soft drinks included LIQUOR SERVICE: not-included SUBJECT TO CHANGE/TOTAL PRICE: \$976,500 USD

ALL U.S. FEDERAL TAXES, U.S. DEPARTURE / ARRIVAL CHARGES AND PFC'S ARE TO BE PAID BY CHARTERER UNLESS INCLUDED IN THIS AGREEMENT. IF NOT INCLUDED IN CONTRACT, SEND W-9 FORM WITH SIGNED AGREEMENT.

THIS AGREEMENT IS NOT BINDING ON AMERISTAR UNTIL SIGNED BY ONE OF ITS AUTHORIZED PERSONNEL AND THE REQUIRED DEPOSIT RECEIVED. Prior to that time, this agreement is subject to crew and equipment availability. This offer of transportation must be completed with required deposit prior to 31 October 2017.

ALL PAGES OF THIS CONTRACT MUST BE INITIALED AND DATED AT TIME OF SIGNING.

### PAYMENT SCHEDULE

\$385,000 due 31 October 2017  
\$253,000 due 15 December 2017  
\$338,500 due 30 January 2018

ACCEPTED FOR CHARTERER:

BY: [Signature]  
PRINT NAME: Jerry R. Strawser  
TITLE: Executive Vice President and CFO  
DATE SIGNED: 11/14/17

ACCEPTED FOR AMERISTAR:

BY: [Signature]  
PRINT NAME: Stacy L. Muth  
TITLE: Vice President Operations  
DATE SIGNED: 12 November 2017

INITIALS: [Initials] DATE: 11/14/17

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1. SERVICES

- A. **Charter Services.** Ameristar shall provide and operate aircraft for the transportation of passengers, baggage, and cargo of Charterer in accordance with the schedule set forth on the cover page of this Agreement (the "Schedule"). No Schedule shall be binding on any party unless signed by both parties. Ameristar will perform this Agreement in accordance with all applicable laws, including but not limited to the Federal Aviation Regulations ("FARs") issued by the Federal Aviation Administration ("FAA"), regulations issued by the United States Department of Transportation ("DOT") and the laws of any country having jurisdiction. The equipment to be provided by Ameristar shall be a Boeing 737-200 aircraft (the "Aircraft") fully equipped for over water operations in accordance with FAR Part 121. In addition to the Aircraft, Ameristar shall provide the following: (i) a full cockpit crew and required cabin crew, (ii) flight following, (iii) public liability insurance, (iv) completed maintenance, overhaul, and repair of the Aircraft in accordance with FAR 121 and Ameristar's 737-200 maintenance program, (v) fuel, oil, and other fluids, (vi) passenger, baggage and cargo loading and off-loading, (vii) navigation and communication services, (viii) landing and parking fees, (ix) Aircraft ground costs at all points, (x) crew hotel, transport, crew expense, and per-diem, (xi) maintenance support if necessary, (xii) Aircraft security, and (xiii) catering or commissary as set forth in the cover page of this Agreement. Notwithstanding anything to the contrary, Charterer is not authorized to request any service or product from a third party for the account of Ameristar, and not previously authorized by Ameristar in writing in accordance with the terms of this agreement.
- B. **All Charters.** Charterer and its agents, passengers and contractors shall be deemed to have notice of, and shall comply in all respects with, Part 212 of the Economic Regulations of the DOT, 49 C.F.R. 175, 14 C.F.R., Part 121; (the "Charter Regulations"). Charterer acknowledges that it has read and understands the contents thereof. Charterer agrees that it and its agent and charter passengers have and shall act with regard to Ameristar in a manner wholly consistent with said Charter regulations. The Agreement and all transportation provided hereunder is subject to Ameristar's Conditions of Carriage contained in Ameristar's traffic documents, passenger ticket and baggage check issued pursuant and subject to this Agreement and the terms thereof are incorporated and made a part hereof insofar as they are applicable to the contracted transportation and not inconsistent with the terms of this Agreement. A copy of such Contract of Carriage may be inspected on request at the office of Ameristar and Charterer shall be deemed to have notice of their contents, whether or not either has inspected the document. To the extent applicable, the Charter Regulations shall govern the relations between the parties notwithstanding any provisions of this Agreement. Charterer acknowledges it has in its possession a copy of the Charter Regulations in effect the date hereof. In the event that Charterer or any passenger or prospective passenger on any Flight has failed to observe such Charter regulation, Ameristar shall have the power and right, at its option, to either cancel the flight upon such failure by Charterer or to refuse to board any passenger or prospective passenger for such Flight upon such failure by such passenger without any liability or penalty against Ameristar of any kind. Charterer hereby agrees, to the extent permitted by the Constitution and laws of the State of Texas, to indemnify and hold Ameristar harmless from and against any claim, loss, cost or expense paid or uncured by agent, tour operator, or other principal or agent involved with the charter to provide any information or certification required by the DOT in connection with the Flight.
- C. **Public Charters.** Charterer agrees to make necessary filings with the DOT required by Part 380 at its sole expense. Ameristar shall receive copies of the approved documents with the DOT Public Charter number assigned to the specific contracted Flight(s) herein prior to the commencement of the Flight(s).
- D. **Single Entity, Mixed or Pro Rate Charter.** Charterer shall cooperate and shall cause any travel agent involved in the charter to cooperate in the provision of information required by the Charter Regulation, including but not limited to the requirement for a Statement of Supporting Information pursuant to Section 212, 212.5, and Schedule B of the Charter Regulations.

2. CHARGES

- a. **Charter Price.** Charterer agrees to pay the charter price to Ameristar or its authorized agent in accordance with the Payment Schedule set forth on the front page of this Agreement. Ameristar shall advise Charterer as soon as practicable of any additional taxes, fees, or charges levied against Ameristar

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that are the responsibility of the Charterer. Such taxes, fees or charges shall be payable by Charterer within seven (7) days of receipt of the invoice.

- b. **Fuel Charges.** Charterer agrees and acknowledges that the Charter Price is directly related to the "Base Fuel Price per Gallon" specified on the cover page of this Agreement. The charter price is subject to increase by an amount (in U.S. dollars) equal to any sum that Ameristar must pay for fuel as the result of fuel prices higher than those stated on the cover page of this Agreement. Ameristar shall provide Charterer with documentation of such increase. The amount of the increase automatically will become due and payable within seven (7) days of receipt of the invoice.

3. **CANCELLATION**

- a. **Date of Cancellation.** The date of cancellation of a charter shall be the date on which Ameristar receives written or telegraphic notification from the Charterer, or the date on which Ameristar sends written or telegraphic notification to the Charterer that Ameristar is canceling the contract.
- b. **Cancellation Charges.** In the event: (i) the Agreement is voluntarily canceled at the request of the Charterer, (ii) the Agreement is canceled by Ameristar because of the Charterer's ineligibility for charter transportation under the provision of applicable Charter regulation, (iii) the Agreement is canceled by Ameristar because of the Charterer's failure to make payment by a due date in the payment schedule of (iv) Ameristar cancels all future charter Flights under this Agreement or other contracts with the Charterer because of the Charterer's failure to pay all cancellation charges due within 14 days of the cancellation of any other charter contract, or any portion thereof, the following charges will be assessed, as liquidated damage, with the cancellation occurs:

More than one hundred eighty (180) days before the first leg of charter is to commence from point of origin: Fifteen (15%) percent of the total charges as specified in this Agreement, per canceled Flight.

At least sixty-one (61) days but not more than one hundred eighty (180) days before the first leg of charter is to commence from point of origin: Twenty (20%) percent of the total charges as specified in this Agreement, per canceled Flight.

At least thirty-one (31) days but not more than sixty (60) days before the first leg of charter is to commence from point of origin: Thirty (30%) percent of the total charges as specified in this Agreement, per canceled Flight.

At least thirteen (13) days but not more than thirty (30) days before the first leg of charter is to commence from point of origin: Fifty (50%) percent of the total charges as specified in this Agreement, per canceled Flight.

Twelve days or less: One hundred (100%) percent of the total charges as specified in this Agreement, per canceled Flight.

If a charter for less than the entire capacity of an aircraft is canceled, (split charter), as described above less than thirty (30) days prior to the commencement of any portion of the transportation, in order to protect the Charterer(s) of the balance of the aircraft the cancellation charge shall be one hundred (100) percent of the total charter price as specified in this Agreement.

If cancellation of a Flight causes Ameristar to ferry any aircraft, Charterer shall pay to Ameristar on demand, in addition to the charters specified in paragraph 3(b) above, a charge equal to \$3,500.00 per hour (rounded up to the nearest whole hour) that such ferry flight operated, plus any applicable layover charges.

4. **OPERATIONS AND PERFORMANCE OF CHARTER FLIGHT**

- a. **Operations.** Departure times shall be established by Ameristar and Charterer and are subject to aircraft routing, gate space, weather conditions and other operational factors. Each party shall use commercially reasonable efforts to cause on-time departures. Ameristar shall use commercially reasonable efforts to carry the charter passengers and their baggage with reasonable dispatch, but Ameristar shall not be liable for failure of a Flight to depart or arrive according to any predetermined schedule or routing. Charterer agrees to the foregoing limitation of liability to the extent permitted by the Constitution and laws of the State of Texas. Ameristar shall determine the time of boarding and departure from the origin point and all intermediate points of a Flight. In the event that operational constraints and / or airport restrictions prohibit a departure time, Ameristar will affect a departure at the closest possible time thereafter. In the event that

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the Charterer does not have the passengers present themselves for loading at the time specified by Ameristar, the Flight may proceed without said passengers and Ameristar shall not be liable to the Charterer nor to the passengers for their transportation or expenses, nor shall Ameristar refund any portion of the charter price to the Charterer under such circumstances. . . Charterer agrees to the foregoing limitation of liability to the extent permitted by the Constitution and laws of the State of Texas if, for any reason in its sole discretion, Ameristar determines at anytime that the landing facilities at any point(s) on the itinerary of the charter are inadequate for safe operations or that landing is prohibited or restricted by law, Ameristar may substitute the nearest appropriate landing facilities.

- b. **Operating Rights and Compliance with Immigration and Customs Regulations.** This Agreement is conditioned on Charterer's timely compliance with, and Ameristar's timely receipt of, any consent and / or approvals of domestic or foreign governments and the timely grant of all landing rights required to operate the flight. Charterer shall be solely responsible for the timely compliance by it and its passengers with all requisite governmental requirements, including without limitation 49 U.S.C. 44909 (Advanced Passenger Information System.) Charterer shall comply with all Ameristar procedures and instructions related to compliance with governmental requirements. Charterer agrees, to the extent permitted by the Constitution and laws of the State of Texas, to indemnify and hold Ameristar harmless from and against any loss, cost or expense paid or incurred by Ameristar including any penalties or fines levied) and resulting from or related to any failure by Charterer or its passengers to comply with any governmental requirement or any Ameristar procedure relating to any governmental requirement. Notwithstanding the foregoing, Ameristar assumes no responsibility for compliance by passengers with immigration and customs laws of each country from, through, or to which a Flight is operated pursuant to this Agreement. Unless otherwise specified, Ameristar shall use commercially reasonable efforts to obtain all required governmental consents and approvals, but shall not have any liability, other than the return of any deposits received if any such consent or approval is not obtained in time for the operation of the contracted flight.
- c. **Ameristar Rules.** Charterer shall observe, and shall cause all passengers boarded at the request of Charterer to observe, all operating rules and regulations of Ameristar, DOT and FAA and comply with all instructions of Ameristar employees and agents. Charterer acknowledges that smoking is not permitted on any of the aircraft at any time. Charterer agrees that the aircraft and its crew will at all times be under the exclusive control of Ameristar and shall be commanded by the pilot-in-command, whose orders will be strictly complied with by the Charterer and all passengers. Ameristar may refuse to transport or may remove any passenger if such refusal or removal is reasonably necessary for the safety and comfort of the other passengers or if such passenger is creating a hazard to himself, to the Flight, or to other persons or to property. In the event of such refusal or removal, Ameristar shall not be required to refund any charges paid by Charterer. Material or consistent failure by Charterer or any passengers boarded at the request of Charterer to comply with the provision of this paragraph shall be deemed to be a material breach of this Agreement by Charterer entitling Ameristar to terminate this Agreement (and all other agreements with charterer at Ameristar's sole discretion) and collect the Cancellation charges due hereunder for all canceled flights.
- d. **Contact Person** Ameristar and Charterer agree to cooperate with each other for the successful completion of the flights contracted herein. In connection therewith, Charterer shall appoint a person (the "Contact Person") who shall be available to Ameristar on a twenty four (24) hour basis at the telephone numbers indicated for the purpose of coordinating Charterer's decisions with respect to the flights to be flown pursuant to this Agreement. Charterer hereby appoints the Contact Person as its attorney-in-fact for it and in its name, place and stead, to give all instructions which Charterer may legally give under the terms of this Agreement. If, within the 48 hours prior to the scheduled departure time of any particular flight, the Contact Person fails to respond to a call from Ameristar within 30 minutes (or shorter if the circumstances so require) Ameristar is hereby authorized to make such decisions on behalf of Charterer as are necessary for the safe and successful completion of the flights to be flown hereunder, and Charterer hereby expressly ratifies all such decisions and agrees, to the extent permitted by the Constitution and laws of the State of Texas, to hold Ameristar harmless from and against any loss, cost or expense paid or incurred by Charterer as a result of any such decision made by Ameristar. Charterer shall provide to Ameristar, in respect of the Contact Person, his name, telephone numbers, pager numbers, facsimile numbers, email addresses and U.S. mail addresses.
- e. **Use of Space** In the event that any space available to the Charterer will not be utilized by Charterer, Charterer consents to the use by Ameristar of such space, without refund or reduction of the charter prices, for the transport of passengers and property to the extent authorized by prevailing DOT regulations.
- f. **Substitute Aircraft** Ameristar reserves the right to substitute similar aircraft as reasonably required for all Flights. Ameristar at its option may substitute aircraft of a type different from that specified without penalty to Ameristar provided that any such substitution shall not result in an increase in the charter price payable by the Charterer. Any such subcontract shall be limited to air carriers authorized by the DOT and FAA to perform such services.

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- g. **Liquor.** No liquor may be brought on to the aircraft for consumption by individuals. Ameristar personnel must serve liquor purchased or boarded by Charterer to passengers.

5. **LIMITATION OF LIABILITY**

- a. **Force Majeure.** If Ameristar or the Charterer is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Agreement, other than the obligations to make money payments, such party as is prevented from performing shall be entitled to cancel, with such notice to the other party as is reasonable under the circumstances, any and all flights affected by such Force Majeure without being subject to or responsible for any penalties or damages for such cancellation (the "Canceling Party"). Furthermore, the obligations of Canceling Party, so far as they are affected by the Force Majeure, shall be suspended during the continuance of the Force Majeure. The Canceling Party shall use commercially reasonable efforts to remove the Force Majeure with all reasonable dispatch but shall not be required to settle strikes, lockout, or other labor difficulty contrary to its wishes and in its sole discretion. The term "Force Majeure" shall mean any event which is not reasonable within the control of the parties hereto which would prevent such party from fulfilling its obligation under this Agreement, including but not limited to acts of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, storm, flood, explosion, mechanical failure, governmental restraint, or any other occurrence beyond Ameristar's control that might place in danger the safety of the operation. Ameristar shall not be liable for loss, injury, damage or delay to or suffered by the Charterer or any passengers from landing at an airport at a destination other than contracted, failure to stop at any contracted intermediate airport, any flight interruption, delay or cancellation caused by mechanical difficulties, riots, wars, civil commotions, strikes, labor disputes, weather conditions, acts of God, public enemies, quarantine, the absences of any necessary government approvals, or any other Force Majeure event. In the event any of the foregoing shall occur, Ameristar shall have the right to cancel all or parts of this contract and shall give notice of such occurrence of the event and the cancellation to the Charterer and the rates and charges stated herein shall apply only to services actually performed prior to cancellation by Ameristar.
- b. **Limitation of Liability for Personal Injury or Death on International Flights.**
- (i) Ameristar agrees in accordance with Article 22(1) of the Convention for the Unification of Certain Rules Relating to International Transportation by Air signed at Warsaw, October 12, 1929, as amended by the Protocol signed at the Hague on October 28, 1955, and the Protocol No. 4 signed at Montreal on October 25, 1975 (the "Convention") that as to all international carriage or transportation hereunder as defined in the Convention:
- (ii) Ameristar shall not invoke the limitation in Article 22(1) of the Convention as to any claim for recoverable compensatory damages arising under Article 17 of the Convention.
- (iii) Ameristar shall not avail itself of any defense under Article 20(1) of the Convention with respect to that portion of such claim that does not exceed 100,000 SDRs (special drawing rights).
- (iv) Except as otherwise provided in subparagraphs (a) and (b) hereof, Ameristar reserves all defenses available under the Convention to such claims. With respect to third parties, Ameristar reserves all rights of recourse against any other person, including without limitation, rights of contribution and indemnity.
- (v) Ameristar agrees that subject to applicable law recoverable compensatory damages for such claims may be determined by reference to the law of the domicile or permanent residence of the passenger.

**"Advice to International Passengers on Carrier Liability"**

"Passengers on a journey involving an ultimate destination or stop in a country other than the country of departure are advised that a treaty known as the Warsaw Convention may apply to the entire journey, including any portion thereof entirely within a country. For such passengers, the Warsaw Convention, including special contracts of carriage embodied in applicable tariffs, govern the liability of the Carrier for death of or injury to passengers. The names of carrier parties to such special contracts are available at all ticket offices of such carriers and may be examined upon request."

**NOTE:** As a charter carrier, Ameristar is not required to file formal tariffs. See U.S. Department of Transportation Dockets OST-95-232 and OST-96-1607 for further information.

6. **BAGGAGE**

- a. **Baggage Checks.** Ameristar shall issue and deliver to each passenger its standard applicable form of baggage check for use and placement on each item of baggage to be accepted by Ameristar from such participant at check-in for transportation on the Flight.
- b. **Acceptable Baggage.** Ameristar will accept for transportation as baggage such personal property as is necessary or appropriate for the wear, use, or convenience of the passenger for the purpose of the trip, subject to the conditions set forth in this paragraph. Ameristar may refuse to transport or may remove at

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any point any baggage that the passenger refuses to allow Ameristar upon request to examine. Checked baggage is limited to 2 suitcases not to exceed 60" x 55" x 18" respectively in overall length, width and height per passenger. The total weight of all suitcases may not exceed 20 kilos (44 lbs). All payloads (passengers and baggage) will be subject to structural and performance limits of the aircraft. Charterer will be advised when baggage restrictions may be varied in order to provide non-stop service. There is no guarantee in the amount of baggage carried, as baggage will be carried according to the space and weight limitations of the aircraft. Any baggage that cannot be carried on the chartered aircraft, due to failure to meet the limitations of the bag or restrictions contained herein, will be forwarded by means requested by, and at the expense of the Charterer. Acceptability of carry-on luggage for storage in the bin is dependent on the weight and size of the item in the sole discretion of Ameristar. Carry-on property that cannot be stored under the seat (8" x 13" x 22") or in the overhead bin will be taken and stored at the passenger's risk.

- c. **Unacceptable Baggage.** Ameristar may refuse to accept for transportation, the articles identified in this paragraph (unless advance written arrangements have been made). Assembled firearms or ammunition could be acceptable only by previous arrangements and authorizations. Any other articles which cause annoyance to passengers or which cannot be carried in the baggage or cargo compartments of the aircraft are generally not acceptable. Any liquids, as baggage or otherwise or any other articles not suitably packed for transportation in the aircraft are generally not acceptable. Any article listed in the Official Air Transport Restricted Articles Tariff and revisions thereto or reissues thereof issued by Airline Tariff & Publishing Company, Agent, and such article will be accepted on conformity with the above named tariff. PERISHABLE OR FRAGILE ITEMS (including electronic, musical, ornamental, artistic, photographic, recreational, sporting and mechanical items, items made of or bottled in glass, items made of paper and liquids) will be accepted if they are appropriately packaged in an original factory sealed carton, cardboard mailing tube or container or case designed for shipping such items or packed with protective internal material. However, fragile items may be accepted without the appropriate packaging upon the execution of a release. Ameristar will supply a release which relieves Ameristar of liability for damage or destruction of checked baggage of the type identified above, which results solely from the unsuitability of such items as checked baggage and/or inadequacy of their packaging and not from Ameristar's failure to exercise the ordinary standard of care. Ameristar shall be held harmless from any liability for loss, damage, or delay of baggage or its contents except that stated expressly herein above. Ameristar will not be responsible for baggage interlined by another carrier.
- d. **Baggage Liability.** Charterer, to the extent permitted by the Constitution and laws of the state of Texas agrees Ameristar's liability for loss, delay or damage to baggage generally is limited as follows unless a higher value is declared and an extra charge is paid: (i) for travel wholly between points in the United States, to \$750.00 per passenger and (ii) for the most international travel (including domestic portions thereof), to approximately \$400.00 per passenger. Each passenger can purchase, on its own, additional insurance for values above the described limits of baggage liability. Special rules may apply. Furthermore, Ameristar will not accept a declared value on baggage in excess of \$500,000.00 per payload unless advance authorization has been obtained.

7. **MANIFESTS AND EMERGENCY DATA**

For all flight segments the Charterer is responsible to obtain and deliver to Ameristar a complete passenger list. For international flights originating or terminating in the United States, the Charterer is responsible for soliciting emergency contact data information from United States citizens. Emergency contact data will to be maintained by Ameristar until the flight is completed. The Charterer will, to the extent permitted by the Constitution and laws of the State of Texas, hold Ameristar harmless for: (i) any fines or penalties imposed by the Department of Transportation for violations of 14 CFR 243, (ii) or any claims by passengers. The foregoing indemnity shall include all fines, penalties, judgments rendered, settlements made, and legal fees incurred in defending same before the courts or governmental body with jurisdiction to adjudicate the violations or claims. Charterer will use its best efforts to obtain any documentation, evidentiary materials or witnesses that may aid Ameristar in the defense of all fines, penalties and claims.

8. **BASE FUEL PRICE**

Charterer agrees and acknowledges that the Charter price(s) is directly related to the "Base Fuel Price per Gallon" specified on the front page of this Agreement. A surcharge of the increase in cost of fuel in addition to the charter price(s) will be assessed to the Charterer in the event the base fuel price of Ameristar's fuel is increased. Documentation of such increase will be furnished to the Charterer. Such surcharge shall be the actual cost to Charterer as a result of the increase in fuel price. Charterer agrees to pay such fuel surcharge upon receipt of invoice by Ameristar.

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9. CHARTER PROSPECTUS AND ELIGIBILITY REQUIREMENTS

Charterer hereby agrees that upon execution of this Agreement, if this contract is for a Public Charter, it will file a public charter prospectus with DOT to the extent necessary to secure approval of the program contemplated by this Agreement and provide Ameristar with copies of all filings upon approval by DOT, and that enforceability of this Agreement by Charterer shall be contingent upon the acceptance and approval of such prospectus by the DOT. Charterer shall bear the expenses of such DOT filing. Except as otherwise provided herein, each party is responsible for its own compliance with all applicable laws and governmental rules and regulations, including but not limited to the obligation to establish and maintain its own public charter bonding and escrow bank accounts. Charterer represents that it is authorized under applicable laws and regulations to enter into this Agreement and to act as Charterer of the aircraft, and such laws and regulations as well as the term and conditions of this Agreement. Each flight participant shall be responsible for obtaining all necessary travel documents (passport, visa, tourist card, immunization certificate and any other documents as required) and for complying with the laws of each country from, through or to which he/she receives transportation. Charterer shall, to the extent permitted by the Constitution and laws of the State of Texas, indemnify Ameristar for any loss, damage or expense suffered or incurred by reason of any flight participant's failure to comply with this paragraph, unless caused by the gross negligence or willful misconduct of Ameristar. Ameristar shall have the right, without penalty, without return of deposits, and without payments of damages, to cancel a flight or refuse to board any passengers should Ameristar reasonably determine that Charterer, its agents or passengers have failed to comply with any applicable regulations and/or laws.

10. OPERATING AUTHORITY

Ameristar's performance of each flight provided for herein shall be subject to the timely issuance of such approvals, clearances, permits and operating authorities as may be required by any government, governmental agency or airport authority for the operation of such flight, including without limitation such landing, transit, over flight and uplift rights as may be necessary. Ameristar will use its best efforts to obtain all necessary approvals, clearances, permits and consents necessary to operate the flights covered by this Agreement. In the event that any government or governmental agency or airport authority shall fail or refuse to issue or grant the approvals, clearances, permits or operating authority referred to herein sufficiently in advance of scheduled departure to reasonably allow Ameristar to make required flight arrangements or shall, after issuance, revoke or rescind the same, Ameristar may elect to terminate this Agreement as to the affected flight(s) without liability for penalties or damages. Charterer agrees to the foregoing limitation of liability to the extent permitted by the Constitution and laws of the State of Texas. Upon such termination and unless the failure to obtain or maintain required governmental approvals was attributable to an act or omission of Charterer, Ameristar shall refund all sums received by it on account of the charter price, excepting: (i) nonrefundable government fees, and (ii) that portion of the Charter price attributable to transportation already performed by Ameristar and such remaining transportation as will be performed by Ameristar or by another carrier at Ameristar's direction. Charterer hereby acknowledges that it has not relied on any representation that the approvals, clearances, permits or operating authorities referred to herein have or will be obtained. Any such representation is hereby disavowed by Ameristar.

11. COMPLIANCE FAILURE

Failure of Charterer or any flight passenger to comply with applicable laws or regulations is a breach of this Agreement. In such event, and without limitation of other rights or remedies available to Ameristar, Ameristar shall have the right, at its election, to cancel any or all of the remaining flight(s).

12. AIRCRAFT SECURITY

Charterer agrees to cooperate with Ameristar in fulfilling any requirements pertaining to the security of the aircraft. Passengers are subject to search of their person and search or inspection of their property, including checked baggage, in accordance with security screening procedures, which can include an electronic detector with or without the passenger's consent or knowledge. Charterer agrees to abide and cooperate with the security procedures and inspections ordered by the U.S. Government or any foreign Government where the aircraft will operate to or from based on the schedule of flight(s) of this contract. Any passenger who does not consent to a search of his person or property will be refused transportation by Ameristar, and Ameristar will have no liability for an inconvenience, delay, loss, damage injury or refund to all passengers. Due to the security requirements dictated by the U.S Department of Homeland Security, Transportation Security Administration, in all international transportation to or from the U.S. certain data and information from every passenger has to be collected and processed. The Charterer is liable for the accuracy of legal passenger names, dates of birth, passport numbers, and any other information that may be required for travel. The

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Charterer will be solely responsible for the payments of any fine or fines imposed upon Ameristar due to the failure of Charterer's compliance.

13. SINGLE PLANE SERVICE

Ameristar does not guarantee nonstop or single-plane service.

14. INSURANCE

Ameristar shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to Charterer. By requiring such minimum insurance, Charterer shall not be deemed or construed to have assessed the risk that may be applicable to Ameristar under this Agreement. Ameristar shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Ameristar is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to Charterer at least ten days before the effective date of the cancellation.

Coverage

Limit

A. Worker's Compensation

Statutory Benefits (Coverage A)  
Employers Liability (Coverage B)

Statutory  
\$1,000,000 Each Accident  
\$1,000,000 Disease/Employee  
\$1,000,000 Disease/Policy Limit

Workers' Compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which work is to be performed for Charterer. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted

B. Automobile Liability

Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage;

C. Commercial General Liability

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$300,000
Medical Payments	\$5,000

The required commercial general liability policy will be issued on a form that insures Ameristar's or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

D. Aviation Liability

Throughout the term of the Agreement, Ameristar shall ensure that the Air Carriers maintain in effect the following insurance with respect to the aircraft and Charterer and its employees, agents, students, and representatives will be named as an additional insured under such insurance policies ("Additional Insured"). All insurance shall provide Waiver of Subrogation, Crew Liability and Severability of Interest. For each such policy of insurance, Ameristar shall cause a certificate of insurance, including the conditions set out above, to be issued to Charterer no less than ten (10) days prior to commencement of any trip hereunder, and from time to time thereafter as such parties may reasonably request. In addition, Ameristar

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shall cause Charterer to receive thirty (30) days prior written notice of cancellation or material change of any such policy of insurance. Ameristar will, at all times comply with, and ensure, that Air Carriers comply with all representations, warranties and other terms and conditions of each policy of insurance required hereunder.

1. Full all-risk coverage including Full War Risk, Hijacking and similar perils; Charterer acknowledges that Ameristar is self-insured for Full War Risk coverage.
2. Baggage and Cargo Liability Insurance;
3. Aviation Liability Insurance, Third Party Legal Liability, and Passenger Liability Insurance, including AVN-52, with a combined single limit of not less than one hundred million dollars (\$100,000,000) for any one accident or occurrence; and,
4. Such Insurance shall not be contributory with or excess over any insurance carried by the Additional Insured.

**Additional Endorsements**

The Auto, Aviation, and Commercial General Liability Policies shall name The Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System and Texas A&M University as additional insured's.

**E. Ameristar will deliver to Charterer:**

Evidence of Insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by Ameristar under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

All insurance policies, with the exception of worker's compensation and employer's liability will be endorsed and name The Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System and Texas A&M University as Additional Insureds up to the actual liability limits of the policies maintained by Ameristar. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

All insurance policies will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System, The Texas A&M University System and Texas A&M University. No policy will be canceled without unconditional written notice to Charterer at least ten days before the effective date of the cancellation. All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to Charterer ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this section.

Any deductible or self-insured retention must be declared to and approved by Charterer prior to the performance of any services by Ameristar under this Agreement. Ameristar is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, faxed, or emailed to the following Charterer contact:

Name:	Executive Director,
	Contract Administration
Address:	1182 TAMU
	College Station, TX 77843-1182
Facsimile Number:	(979) 862-7130
Email Address:	<a href="mailto:contracts@tamu.edu">contracts@tamu.edu</a>

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by Charterer in writing.

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15. MISCELLANEOUS

This Agreement is the sole and final agreement between Ameristar and the Charterer with respect to the Flights to which the Agreement pertains. The terms of the agreement may only be varied in writing by a document signed on behalf of both Ameristar and the Charterer. No oral agreement by or on behalf of Ameristar or the Charterer shall be effective in contradiction to the terms of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of law rules. Notwithstanding anything to the contrary herein provided, and to the extent permitted by the Constitution and laws of the state of Texas, Charterer agrees Ameristar shall not be liable or responsible for any consequential damages (including lost profits) that may be realized by Charterer or any of its affiliates, their respective directors, employees, and agents, or any passenger on any Flight operated pursuant to the terms of this Agreement. Any indemnification granted under this Agreement from Charterer to Ameristar shall also include Ameristar Charters and any substitute air carrier as an indemnity. Notice under this Agreement will be delivered in person or mailed by certified mail, return receipt requested, postage prepaid as follows:

Ameristar: Ameristar Charters  
4400 Glenn Curtiss Drive, Suite 202  
Addison, Texas 75001  
Care of: Stacy Muth  
Telephone 972-248-2478 Extension 9109  
Facsimile: 972-931-6011

Charterer: Texas A&M University  
Department of Contract Administration  
1182 TAMU  
College Station, TX 77843-1182  
979.845.0099 (P)  
979.862.7130 (F)

16. STATE CONTRACTING REQUIREMENTS.

A. Delinquent Child Support Obligations. Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

B. Franchise Tax Certification. If Ameristar is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then Continental certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Ameristar is exempt from the payment of franchise (margin) taxes.

C. Prohibited Bids and Agreements. Under Section 2155.004, *Texas Government Code*, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

D. State Auditor's Office. Ameristar understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. Ameristar agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Ameristar will include this provision in all contracts with permitted subcontractors.

E. Non-Waiver. Ameristar expressly acknowledges that Charterer is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Charterer of its right to claim such exemptions, privileges, and immunities as may be provided by law.

F. Dispute Resolution. The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Charterer and Ameristar to attempt to resolve any claim for breach of contract made by Ameristar that cannot be resolved in the ordinary course of business. Ameristar shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of Charterer, who shall examine Ameristar's claim and any counterclaim and negotiate with Ameristar in an effort to resolve the claim.

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SCHEDULE A

DATE	ROUTE	DEPARTURE TIME (local)	Flight Number
18 November 2017	CLL LGA*		AJ19473
21 November 2017	LGA* CLL		
25 November 2017	CLL LAX		AJ1 9474
26 November 2017	LAX CLL		
4 December 2017	CLL PHX		AJ1 9475
5 December 2017	PHX CLL		
29 December 2017	CLL TCL		AJ19477
30 December 2017	TCL CLL		
8 January 2018	CLL LEX		AJ19478
9 January 2018	LEX CLL		
12 January 2018	CLL TYS		AJ12479
13 January 2018	TYS CLL		
22 January 2018	CLL BTR		AJ12480
23 January 2018	BTR CLL		
26 January 2018	CLL FOE (for Lawrence KS)		AJ12476
27 January 2018	FOE CLL		
6 February 2018	CLL CSG (for Auburn AL)		AJ12481
7 February 2018	CSG CLL		
12 February 2018	CLL COU		AJ12482
13 February 2018	COU CLL		
16 February 2018	CLL XNA		AJ12483
17 February 2018	XNA CLL		
23 February 2018	CLL BNA		AJ12484
24 February 2018	BNA CLL		

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CONTRACT XW002473 DATE: 09/18/2017

27 February 2018	CLL AHN	AJI2485
28 February 2018	AHN CLL	
3- 5 March 2018	CLL STL	AJI2486
8 -11 March 2018	STL CLL	

\* Requires reservations / slots. If necessary, will use EWR.

SCHEDULE B

This is to verify that Texas A&M University, a member of the Texas A&M University System will be paying the total for the charter to Ameristar according to the Payment Schedule on Page 1. The passengers will not contribute directly or indirectly to this charter.

\* This is to advise that \_\_\_\_\_ N/A \_\_\_\_\_ (name of Broker / Agent) is authorized to sign on behalf of \_\_\_\_\_ (name of Charterer), the aircraft charter agreement XW002473.

\* This paragraph is only necessary if the Charterer is not working directly with the airline, and the agent or broker will be signing any documents on behalf of the Charterer.

SCHEDULE C

Payments may be made by check or wire transfer.

INSTRUCTIONS FOR WIRE TRANSFER

Wire payments directly to the escrow account. Remitter of funds should instruct their bank to wire in immediately available funds to:

Amegy Bank N.A.  
Houston, TX  
ABA/Routing: 113011258  
SWIFT: swbkus44  
For credit Ameristar Charters Escrow  
Acct 3772632  
Remarks: contract # XW002473

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INITIALS: C DATE: 11/14/17