



TRAVEL CLUB MEMBERSHIP AGREEMENT

This **Travel Club Agreement** (the "Agreement") is made by and between Beskapes, Inc. (d/b/a Manifest), (the "Company") and the Travel Club Member ("Member") as set forth on the signature page below.

The Travel Club is a private member-based club (the "Travel Club") that provides private jet flights and other services to its members pursuant the terms and conditions set forth in the Flight Services Agreement, attached hereto and thereby incorporated into this Agreement (the "Flight Services Agreement").

Membership Levels:

The Travel Club provides for two levels of memberships (each, a "Level") which shall require annual dues (the "Annual Dues") as follows:

Premium – Annual Dues of \$2,500

Elite – Annual Dues of \$5,000

Each Level determines the respective charter rates the Member is charged for each flight as set forth in the Flight Services Agreement.

Member Dues and Charges:

Following the execution of this Agreement, the Member shall deposit the required funds based on the applicable Level. Upon the Annual Dues being received and cleared by the Company's bank account, the Member's membership in the Travel Club (the "Club Membership") shall become effective as of that date.

The Member may make payments by check, wire, or ACH transfer, or by using an authorized credit card.

Any payments made with a credit card will be subject to a 4% administration fee.

Deposits will be deemed as received by the Company:

- a) If paid by check, once the check is processed and irrevocably cleared by the Company's bank account,
- b) If paid by wire or ACH transfer, once the funds are received in the Company's bank account,
- c) If paid by credit card, once the credit card charge is processed by the applicable credit card company and irrevocably credited to the Company's bank account.

Member Initials: _____

Manifest Initials: _____



Annual Dues:

There is an annual dues fee every 365 days for each level. This fee will be billed on the first day after the initial first year membership is up, and will be as follows per level:

Premium – Annual Dues of \$2,500

Elite – Annual Dues of \$5,000

Change of Membership Level:

A Member may at any time purchase a new Level by delivering a Membership Level Upgrade Form (supplied upon request) to the Company and making an additional payment sufficient to increase the Member to the next level (going from \$2,500 to \$5,000). The Member will then have access to the next Level's current charter rates and related terms and conditions.

Expiration of Membership:

Unless otherwise terminated in accordance with the following sentence, the Club Membership shall continue into perpetuity. This Agreement shall automatically terminate in the event that the Flight Services Agreement is terminated in accordance with its terms.

Member information:

The Member acknowledges that they will need to provide information for flights and other purposes. The Member agrees to accurately and timely provide any requested or required information.

Transferability:

The Club Membership may be transferred to an immediate family member or trust upon written notice to the Company and the written approval by the Company acknowledging the transfer. No other transfers are permitted without the written consent of the Company.

Disputes:

Any disputes, controversies, or claims arising out of or relating to this Agreement that cannot be resolved between the parties shall be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect. The venue for arbitration shall be Denver County, Colorado. No class arbitration shall be permissible.

Entire agreement:

This Agreement and the other documents referred to and incorporated herein, contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements, and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties.



IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date first written below.

MEMBER

Member Name: _____

Signature: _____

Name: _____

Date: _____

Membership Level: _____

Initial Dues: \$ _____

BESKAPES, INC. D/B/A MANIFEST

Signature: _____

Name: _____

Title: _____

Date: _____

Member Initials: _____

Manifest Initials: _____



Flight Services Agreement for Manifest Travel Club Members

This **Flight Services Agreement** (the "FSA") is made and entered into by and between Beskapes, Inc. (d/b/a/ Manifest) (the "**Company**") and the Travel Club Member ("**Member**") set forth on the signature page below in connection with that certain Travel Club Membership Agreement (the "**TCMA**") by and between Company and the Member dated as of the date hereof. This FSA is effective as of the date of the TCMA (the "**Effective Date**") and sets forth the terms and conditions for the Member's Club Membership (as defined in the TCMA). This FSA is entered into in connection with the TCMA and is incorporated therein by reference. In the event of any conflict between this FSA and the TCMA, the terms and conditions of the TCMA shall prevail. Capitalized terms used herein, but not defined herein, shall have the meaning set forth in the TCMA.

Preliminary Statements

Member desires to become a member of the Travel Club and Company desires for Member to become a member of the Travel Club. In connection therewith, Company desires to provide jet flight services in the aircraft cabin categories and at the rates set forth on Schedule A services to Member and Member desires to receive such services, in each case subject to the terms and conditions set forth herein. As such, Member and Company agree to the terms and conditions set forth below:

Terms and Conditions

- 1) **Deposit of Annual Dues**
 - a) The Member has agreed to make the annual dues payment in order to begin the Membership.
 - b) Member is also responsible for any related incidental expenses including, but not limited to, charges for aircraft damage or excess cleaning needed because of the Members' or Member's guest use of the aircraft, which shall be deducted from the Member's Account Balance in accordance with the general terms and conditions below.
 - c) Member shall provide a credit card on file for any flight charges and incidentals and other charges not included in the hourly rate. All credit cards charges shall be subject to a 4% administration fee. Member shall provide a credit card authorization to the Company as shown in Exhibit A.
- 2) **Level Changes.** Member may at any time purchase an upgrade in membership Level by completing and submitting to Company the Membership Level Upgrade form (supplied to Member upon request) and making the additional payment to qualify for the next level.
- 3) **Cabin categories.** For any given trip, the Member may select from "Light", "Mid", "Super-Mid" and "Heavy" cabin categories. A Light cabin jet has a minimum of 6 seats available. Mid-cabin jets and Super-Mid cabin jets have a minimum of 8 seats available. Heavy cabin jets have a minimum of 10 seats available. These seats may be a bench seat, or divan, unless otherwise noted.

Note: All private jets, regardless of cabin category are limited in baggage capacity and it is recommended that soft sided bags are used, and the intended baggage load be discussed prior to booking the flight.

 - a) The Company is not responsible for any baggage that cannot be carried due to space or payload constraints in the aircraft.



- b) Member may not utilize multiple cabin sizes within one reservation.
- c) Once within four days of the applicable flight, cabin category selection cannot be changed without incurring the applicable Short Notice Fee. (Flights booked within 4 days of the Trip Day are hereinafter referred to as Short Notice Flights and subject to a “Short Notice Fee” as described in Section 9 and Schedule A.)
- 4) **Aircraft.** The Company will provide the requested service utilizing an aircraft which meets or exceeds the size and specification agreed upon utilizing an aircraft operated by a FAR part 135 certified Air Carrier that meets ARG/US gold standards or better. For more information, visit <https://www.argus.aero/air-charter-operators/>
- 5) **Available seating.** The aircraft provided for a given flight will have a minimum available seating as shown in Schedule A. There may, from time to time, be additional seats in the aircraft, but for payload reasons they may not all be available to be occupied for any given flight. Infants in arms, under 2 years of age on the date of travel, may be carried subject to the availability of additional required safety equipment and the prior approval of the Company at its sole discretion.
- 6) **Non-stop range.** Non-stop range is the maximum distance in statute miles that the aircraft can typically fly without stopping for fuel. Non-stop range will be impacted by requested payload, runway performance, routing and meteorological conditions at both departure and destination airports. The final determinations of whether a trip can be accomplished non-stop will be made by the Pilot in Command, in his or her sole discretion.
- 7) **Multi-leg itineraries.** All multi-leg itineraries planned within the same Trip Day must be contiguous. Any repositioning legs between live segments within the same reservation will be charged as if occupied. Trips requiring a stop *en route* for any reason will be treated as two segments and subject to standard pricing including taxi time as detailed below.
- 8) **Rate per occupied hour & booking notice.** The hourly rate for each occupied flight hour or part thereof plus taxi time is subject to the aircraft cabin category and jet fuel prices as specified in Schedule A (the “**Hourly Rates**”). An additional Short Notice Fee will apply in the event a flight is booked on three or less days’ notice. Such Short Notice Fees are determined based on the Member’s Level and aircraft cabin category as shown in Schedule A.



- a) The booking notice given is computed from when written confirmation of the trip was received by the Company relative to the first flight of the Trip Day.
 - b) For purposes of calculating Short Notice Fees, notice shall be deemed to have been given on the calendar day it is given with the entire following calendar day being the next day, the day after that being the second day, etc. For example, if notice is given at 12:01 am for a flight the following day at 11:59 pm, such notice will still be deemed to have been given 1 day prior to departure despite the time period being in excess of 24 hours.
 - c) Member initiated changes of trip dates will be treated as new reservations for the purpose of notice computation.
 - d) Member is responsible for applicable Federal Excise Taxes and Segment Fees.
 - e) The Company does not charge for positioning flights before or after the flight other than as described in sections 16 and section 20 below.
 - f) The billable flight time rounded to the nearest tenth of an hour is measured from the time the wheels leave the ground to the time they touch down as recorded in the pilot's flight logs plus 12 minutes of taxi time for each flight segment, regardless of the actual taxi time.
 - g) Flight times for a given segment may vary according to route of flight, weather, air traffic control and other factors.
- 9) **Trip Charge/Hourly Charge.** The "Trip Charge" is the combination of the flight time multiplied by the Hourly Rate specified in Schedule A plus (iii) any additional charges to be applied pursuant hereto (e.g. taxi time, special services, applicable taxes, Short Notice Fees, etc.). There is no limit to the number of segments the Member may fly in a given day, except each segment is subject to the addition of 12 minutes of taxi time.
- 10) **Annual Increase.** The Hourly Rates and other components of the Trip Charges are subject to an annual increase for each calendar year and implemented on February 1st of each year. Annually Hourly Rates will increase based on the annual increase in the Consumer Price Index or 3%, whichever is greater. The All-Urban Consumers index (CPI-U) will be used in the calculation and based on that index as of 12-31-2022. Hourly Rate may be adjusted as frequently as monthly on the 1st of the month in the event of unique market conditions which necessitate such adjustment to align the rates to reflect the base rate, with increases, as contemplated in the Program Agreements as of the Effective Date.
- 11) **Fuel.** The Hourly Rates indicated in Schedule A are inclusive of Jet Fuel at a base price listed in Schedule A and, in addition to the annual increases set forth in Section 11, shall be adjusted to reflect increases or decreases in the operating cost of the aircraft because of changes in the price of jet fuel per barrel as follows:
- a) Fuel price rate adjustments shall be made on the first day of each month.
 - b) Light, Mid, Super-Mid, and Heavy categories Hourly Rates will increase or decrease by \$50, \$65, \$85, and \$100 respectively based on the fuel price bracket, as set forth on Schedule A that the actual applicable jet fuel price falls within. For purposes of determining the applicable jet fuel price for any given month, the jet fuel per barrel price is the average of the closing prices per barrel of the last two (2) Fridays of the preceding month (the "**Barrel Price**"). For the avoidance of doubt, and by way of illustration, if the Barrel Price is



\$128, the \$120 bracket will apply for Hourly Rate purposes and if the Barrel Price is \$131, the \$130 bracket will apply for Hourly Rate purposes.

c) The source data for the current jet fuel prices shall be the IATA Jet Fuel Price Monitor North America Rates which can be found at <https://www.iata.org/en/publications/economics/fuel-monitor/>.

12) **Fees and Daily/Segment Minimums.** The hourly rates indicated in Schedule A are inclusive of all fees known as of the Effective Date with the exception of Federal Excise Taxes and Segment Fees, which will be added to the Trip Charges at the applicable rate charges for each trip. For each charter, there will be a minimum segment charge of the one-hour rate. For example, if you charter an aircraft for a 30-minute flight, you will be charged the one hour rate plus the 12 minute taxi time detailed in Section 9.

13) **Advance notice and Reservations**

a) To make a reservation, the Member must provide advance notification via e-mail to charter@manifestescapes.com. Telephone bookings are not firm bookings until written confirmation is received. To have guaranteed aircraft availability, written notification must be received no later than the advance times indicated in Schedule A.

b) Passenger and pet names and weights, details of proposed baggage, and any other information requested by the Company are required at time of reservation.

14) **Peak / High-Demand Dates.** Additional charges for a “Peak Date” and “High-Demand Date” (as described in Section 15) apply as shown in Schedule A and will be added to the applicable Trip Charges. In addition to the surcharge shown in Schedule A, to accommodate Peak Date or High-Demand Date trip, a Member’s requested flight schedules are required to be flexible +/- 240 minutes at the Company’s discretion. When booking a Peak Date or High-Demand Date trip, Members must provide a morning slot or an afternoon slot. Morning is defined as 7 a.m. – 12 p.m. and Afternoon is defined as 12 p.m. - 7 p.m., and the Company reserves the right to apply the +/- 240-minute departure time from the requested slot and time.

15) **The Current Peak Dates are as follows:**

Peak Dates

- January 1st and 2nd
- Friday immediately prior to Presidents’ Day and Tuesday immediately following Presidents’ Day
- Friday immediately prior to Memorial Day and Tuesday immediately following Memorial Day
- Friday immediately prior to Labor Day and Tuesday immediately following Labor Day
- Wednesday immediately prior to Thanksgiving Day and Friday through the Monday immediately following Thanksgiving Day inclusive
- December 24th and 26th through the 31st inclusive



High-Demand Dates

- January 3rd
- Friday and Saturday immediately prior to the Super Bowl, Super Bowl Sunday and Monday immediately following the Super Bowl
- Thursday immediately prior to Presidents' Day and Wednesday immediately following Presidents' Day
- Friday and Saturday of Easter weekend, Easter Sunday, and the Monday immediately following Easter
- Friday, Saturday, and Sunday of the Masters tournament weekend, and the Monday immediately following the Masters tournament
- Friday prior to the Kentucky Derby, Saturday of the Kentucky Derby and Sunday immediately following the Kentucky Derby
- July 3rd and 5th
- Thursday immediately prior to Labor Day and Wednesday immediately following Labor Day
- Tuesday prior to Thanksgiving Day and Tuesday immediately following Thanksgiving Day
- December 23rd

In the event that a Peak Date and a High-Demand Date occur on the same date then the date will be considered a Peak Date. In the event that a date is a High-Demand Date for two separate reasons, such date will be considered a Peak Date. For example, if the Masters Tournament occurs on the same date as Easter, both High-Demand Dates will be considered one Peak Date and the Peak Date rates will apply. The Company reserves the right to increase or decrease the number and dates of High-Demand Dates and Peak Dates based on anticipated demand.

- 16) **Scheduled departure and late passenger arrivals.** The trip itinerary, including planned departure time, will be confirmed with the Member on the evening prior to the flight. Delays caused by passengers of more than 60 minutes later than the planned departure time will be charged at the rate of \$1,000 per additional 30 minutes, up to a maximum total delay of 120 minutes, at which point the flight may be canceled and billed as if flown in its entirety with all Trip Charges being deducted from the Member's Account Balance.
- 17) **International flights.** Members may utilize their membership to fly to any customs capable international destination with an operationally suitable aircraft, provided that either the start point, or the end point of a single day itinerary is located within the contiguous United States (Lower 48). However, the guaranteed hourly rates indicated in Schedule A do not apply to international flights. Please contact Manifest to discuss your international flight needs.
- a) All over water flights must be reserved in the cabin category that is capable of operating the requested flight segment, which may mean a larger cabin than the Member may think is required to carry the number of passengers they have.
 - b) International positioning charges apply as indicated in Schedule A and will be added to the applicable Trip Charges for that day.
 - c) International positioning flight charges will be calculated by using the estimated flight time to or from the nearest US (lower 48) customs airport to or from the international location on each trip segment.



- d) Members may utilize their membership to fly to any customs capable international destination with an operationally suitable aircraft, provided that either the start point, or the end point of a single day itinerary is located within the contiguous United States (Lower 48), and subject to any foreign operational rules or laws governing travel.
- 18) **Cancellation.** Once a reserved trip is within the applicable period set forth as follows, a cancellation fee will apply if the flight is canceled.
 - a) For standard reservations (Not High-Demand, Peak Dates, or international reservations), the cancellation penalty will be 25% of the estimated Trip Charge from 72 to 24 hours prior to the planned departure time of the first leg, and 100% of the estimated flight charges if canceled less than 24 hours prior to the planned departure time of the first leg.
 - b) For Peak Date, High-Demand Date and international reservations, the cancellation penalty will be 50% of the estimated Flight Charges up to 48 hours prior to the planned departure time of the first leg, and 100% of the estimated Flight Charges if canceled less than 48 hours prior to the planned departure of the first leg.
 - c) For international flights, in addition to the above cancellation penalties, any international fees incurred by the Company in respect of a canceled flight will be the responsibility of the Member. To the extent sufficient, the Company may satisfy each cancellation from the Member's Account Balance.
- 19) **Late Night / Early Morning Charges.** For Trip Days starting or concluding between 10 p.m. and 7 a.m., an additional Late Night / Early Morning charge as outlined in Schedule A will be applied.
 - Light \$3,000
 - Midsize \$4,000
 - Super-Midsize \$6,000
 - Heavy \$8,000
- 20) **Standard Amenities.** All aircraft utilized will have on board an assortment of snacks, soft drinks and limited alcoholic beverages. Special catering orders can be arranged on request and will be charged at cost plus 15%.
- 21) **Incidental charges.** Incidental expenses including, but not limited to, catering and ground transportation, will be charged to the Member at cost plus a service fee of 15%.. Wi-Fi is available at no charge but not guaranteed and should be noted that depending on location could become out of range.
- 22) **FBO's.** The Company will select FBO's (Fixed Base Operators) at all airports. Non-preferred FBOs, if utilized at the request of the Member, will be subject to an additional fee of \$500 per instance and will be charged to the Member.
- 23) **Credit Card Authorization.** Member agrees to provide in advance, a credit card and authorization (See Exhibit A) for the Company to charge the credit card for any balance due.
- 24) **Smoking, cleaning, and damage to the aircraft.** Smoking, e-cigarettes, and vaping devices are not permitted on any flight. Any damage to the aircraft interior or equipment or excess soiling of the aircraft arising from the actions of the passengers, their baggage, or pets (which must be secured) shall be the responsibility of the Member and shall be charged to the credit card on file.
- 25) **Transportation taxes.** All domestic and international excise taxes, passenger segment fees and international taxes will be charged in addition to the Hourly Rates indicated in Schedule A at the rates in effect on the date of the flight activity.



- 26) **Partial completion of flights.** In the event a flight cannot be completed due to reasons beyond the Company's reasonable control ("**Force Majeure**") including but not limited to mechanical issues, crew sickness, airline delays, airport or airspace restrictions, the Member will be responsible only for the portion of the itinerary completed. In the event that weather causes a trip to be terminated prior to completion, the charges for the trip will be adjusted to reflect incurred expenses, actual flight hours and/or any minimum charges that might apply.
- 27) **Security.** Member will provide a complete passenger manifest for each flight segment detailing passenger names and dates of birth as shown on their IDs. All passengers and crew are subject to search of their baggage and person prior to entry of any airport secured area. Local airport regulations may also restrict the access to the ramp by ground transportation. All passengers and crew are required to carry valid government issued photo identification plus applicable travel documents, and any government and/or CDC required documentation, for international flights and failure to provide required documentation may result in delay or cancellation of the flight with penalty. For a list of restricted items that may not be carried onboard the aircraft see www.tsa.gov. Hazardous materials (HAZMAT) may not be transported aboard any flight, for details reference <http://www.phmsa.dot.gov/hazmat/info-center>.
- 28) **Pilot in Command.** The captain of the Aircraft (the "**Pilot in Command**") is the final authority for the safe and secure operation of the aircraft and as such shall have complete discretion concerning the acceptability of passengers or baggage, preparation of the aircraft for flight, whether a flight shall be undertaken, route of flight, fuel stops, diversion, and termination of the flight. The Member shall accept as final and binding all decisions of the captain on all matters relating to the operation of the Aircraft, including any deviation from proposed route or where landing shall be made.
- 29) **Operational Control.** Member acknowledges that an explanation of factors bearing on operational control and pertinent federal aviation regulations can be provided to Member upon request from Company.
- 30) **Subcontracting.** The Company may subcontract any flights (or segments) to FAR Part 135 air carriers on behalf of any Member, in which case the subcontracted air carrier shall have full operational control over all aspects of any such flight.
- 31) **Limits of liability.** The Company, its agents, or assigns, shall not be liable for:
 - a) Any injury, damage, loss, expense, or other irregularity caused by the defect of any vehicle or conveyance,
 - b) The negligence of any company or person engaged in conveying the passenger or carrying out the arrangements for a trip,
 - c) Accident, delay, flight schedule, change, cancellation, sickness, weather, strikes, war, quarantine, or any similar cause,
 - d) Any event to the Member or passengers or any other person for special or consequential damages. The Company's liability shall be in any case limited to the amount charged for the effected or related trip.
- 32) **Terms subject to change.** All terms and conditions herein are subject to change by the Company upon 30 days written notice to the Member by the Company.



- 33) **Termination.** The Company reserves the right to terminate this FSA at its discretion by written notice to the Member. The Company may terminate the FSA “for cause” or for any reason not deemed “for cause.” For the purposes of the termination, “for cause” shall mean a termination due to (i) a Member’s material breach of this FSA that is not, to the extent curable, cured within thirty (30) days’ written notice to the Member of such breach or (ii) a pattern of behavior by such Member that materially interferes with the Company’s business (including repeated missed flights, damage to aircraft, or similar behavior).
- 34) **Re-sale prohibited.** Services may only be provided to the Member or the Member’s invited guests and reservations may only be made by those listed in Exhibit B. Member may not re-sell or re-market or derive commerce and/or receive payment from its interest in this FSA or the right to travel under this FSA to any 3rd party person or entity.
- 35) **Agreement Negotiated.** The parties to this FSA are sophisticated and have been represented or had the opportunity to be represented by counsel in connection with the negotiation and performance of this FSA. The parties agree that no presumptions relating to the interpretation of contracts against the drafter of any particular clause should or may be applied in this case and, therefore, waive their effects.
- 36) **Governing Law/Disputes.** This FSA shall be governed by Colorado law. Any disputes, controversies, or claims arising out of or relating to this contract that cannot be resolved between the parties shall be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect. The venue for arbitration shall be Denver County, Colorado.
- 37) **Attorney Fees.** In the event it becomes necessary to enforce the terms of this FSA, the prevailing party shall be entitled to recover its reasonable attorney fees and costs, including any such fees or costs arising from subsequent efforts to collect.
- 38) **Severability.** Any provision of this FSA that may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
- 39) **Entire agreement.** This FSA, the TCMA, and the Exhibits A, B and C and Schedule A attached hereto and thereto contain the entire agreement of the parties with respect to the subject matter of this FSA, and supersede all prior negotiations, agreements, and understandings with respect thereto. This FSA may only be amended by a written document duly executed by all parties.

The remainder of this page is intentionally left blank.



THE UNDERSIGNED HEREBY AGREE TO THE TERMS AND CONDITIONS OF THIS FLIGHT SERVICES AGREEMENT.

MEMBER

Member Name: _____

By: _____

Signature: _____

Date: _____

BESKAPES, INC. D/B/A MANIFEST

Signature: _____

Title: _____

Date: _____

Member Initials: _____

Manifest Initials: _____



Exhibit A

Member may make payment by either Wire or ACH Transfer or check, made payable to Manifest.

Wire & ACH Transfer Instructions:
Beskapes, Inc (d/b/a Manifest)
BOKF NA
1600 N. Broadway
Denver, CO 80202
ABA Routing #: 102000607
Acct: 8095884219

Address for Checks:
Manifest
Attn: Accounts Receivable
3001 Brighton Blvd., Ste 359
Denver, CO 80216

** If you are sending payment by wire & ACH, please verify with Manifest the proper wiring instructions as described above prior to and following transaction. Manifest will never ask you to send a wire to a different address without verbal verification of the change.

Member must also provide a valid credit card on file per the FSA.

CREDIT CARD TYPE _____

NAME ON CARD _____

CARD NUMBER _____

EXPIRATION DATE _____

SECURITY CODE _____

BILLING ADDRESS _____

CITY _____

STATE / PROVINCE _____

ZIP / POSTAL CODE _____

COUNTRY _____

EMAIL ADDRESS _____

PRIMARY PHONE _____

By execution of this FSA the Member authorizes the Company to bill the Member's card on file for any/all flight and related charges as described herein not covered by the Deposit.

Member Initials: _____

Manifest Initials: _____



Exhibit B

Company will plan trips out of the Member's account only by those individuals authorized below as the primary and secondary authorizers of record.

Member Name: _____

Authorizer Name: _____

Secondary Authorizers: _____

Member Initials: _____

Manifest Initials: _____



SCHEDULE A

Annual Dues:				
Level 1			\$2,500	
Level 2			\$5,000	
Cabin Category	Light	Mid Jet	Super-Mid Jet	Heavy Jet
Available Seating	6	8	8	10
Minimum Hours to Book Flights:				
Standard Notice	96	96	96	96
Peak Day Notice	120	120	120	120
International Notice	120	120	120	120
Short Notice Fees for Guaranteed Aircraft Availability:				
4 Days	\$0	\$0	\$0	\$0
3 Days	\$4,000	\$4,500	\$6,500	\$8,000
2 Days	\$6,000	\$6,500	\$8,500	\$10,500
1 Day	\$8,000	\$8,500	\$10,500	\$13,000
Late Night/Early Morning Charges:	\$3,000	\$4,000	\$6,000	\$8,000
High Demand Days (Subject to conversion to Peak Day):			25	
Annual Peak Days			20	
Hourly Rate Increase for High Demand Days	\$2,000	\$3,000	\$4,000	\$5,000
Hourly Rate Increase for Annual Peak Days	\$4,000	\$6,000	\$8,000	\$10,000
Ability to Flex Departure Times:	Plus or minus 4 hours on Peak and High Demand Days			
Service Area Classification:	U.S. mainland (lower 48 states) is considered Domestic and all other destinations are considered International			
Cancellation Fees:				
From 96-72 Hours	0% of Estimated Flight			
From 72-24 Hours	25% of Estimated Flight Charge			
From 24-0 Hours	100% of Estimated Flight Charge			
Taxes and Fees:	Federal Excise Taxes (FET) and Segment Fees are not included in rates shown above and will be added to the flight charges at the applicable rate			
Catering:	Onboard snacks are included			

Member Initials: _____

3001 Brighton Blvd., Ste. 359, Denver, CO 80216

Manifest Initials: _____



SCHEDULE A (Cont'd)

Hourly Rate Based on Jet Fuel Price Per Barrel (Premium)														Rate Change per \$10 Change in Fuel
Aircraft Type	\$40	\$50	\$60	\$70	\$80	\$90	\$100	\$110	\$120	\$130	\$140	\$150	\$160	
Light Jet	\$6,700	\$6,750	\$6,800	\$6,850	\$6,900	\$6,950	\$7,000	\$7,050	\$7,100	\$7,150	\$7,200	\$7,250	\$7,300	\$50
Mid Jet	\$8,610	\$8,675	\$8,740	\$8,805	\$8,870	\$8,935	\$9,000	\$9,065	\$9,130	\$9,195	\$9,260	\$9,325	\$9,390	\$65
Super-Mid Jet	\$11,490	\$11,575	\$11,660	\$11,745	\$11,830	\$11,915	\$12,000	\$12,085	\$12,170	\$12,255	\$12,340	\$12,425	\$12,510	\$85
Heavy Jet	\$14,400	\$14,500	\$14,600	\$14,700	\$14,800	\$14,900	\$15,000	\$15,100	\$15,200	\$15,300	\$15,400	\$15,500	\$15,600	\$100

Hourly Rate Based on Jet Fuel Price Per Barrel (Elite)														Rate Change per \$10 Change in Fuel
Aircraft Type	\$40	\$50	\$60	\$70	\$80	\$90	\$100	\$110	\$120	\$130	\$140	\$150	\$160	
Light Jet	\$6,200	\$6,250	\$6,300	\$6,350	\$6,400	\$6,450	\$6,500	\$6,550	\$6,600	\$6,650	\$6,700	\$6,750	\$6,800	\$50
Mid Jet	\$8,110	\$8,175	\$8,240	\$8,305	\$8,370	\$8,435	\$8,500	\$8,565	\$8,630	\$8,695	\$8,760	\$8,825	\$8,890	\$65
Super-Mid Jet	\$10,990	\$11,075	\$11,160	\$11,245	\$11,330	\$11,415	\$11,500	\$11,585	\$11,670	\$11,755	\$11,840	\$11,925	\$12,010	\$85
Heavy Jet	\$13,900	\$14,000	\$14,100	\$14,200	\$14,300	\$14,400	\$14,500	\$14,600	\$14,700	\$14,800	\$14,900	\$15,000	\$15,100	\$100

Member Initials: _____

3001 Brighton Blvd., Ste. 359, Denver, CO 80216

Manifest Initials: _____