

FULL CHARTER AGREEMENT

This aircraft Full Charter agreement made on xx xx xx between:

ARIANA AFGHAN AIRLINES, a corporation organized and existing under the laws of Afghanistan, having its principle office at Chahr Rahi Shahid, Shahr-e-Naw, Kabul-Afghanistan, hereinafter called “**Lessor**” and

Xx xx xx xx , having its principle office at xx xx xx xx , hereinafter called “**Lessee**”, and together with Lessor “**The Parties**”

THEREFORE, in consideration of the mutual covenants, agreements, terms, conditions, and considerations hereinafter set forth, LESSOR and LESSEE agree as follows:

1. Application

Lessor will provide one B737-400 passenger type aircraft with seating configuration 132 Y class and 8 C class with duly licensed crew on Full Charter bases which shall include both passenger and cargo to operate weekly one flight in KBL – URC – KBL sector.

Lessor shall determine the day and time of flight, and shall give (24) hours prior written notice to the Lessee about any changes in weekday and time of flight.

2. Price & Payment

2.1: The following will cover price of one turn-around flight of KBL- URC –KBL:

- a. USD xx xx per turn around flight in first month of operation.
- b. USD xx xx per turn around flight in second month of operation.
- c. USD xx xx per turn around flight in third month of operation.
- d. USD xx xx per turn around flight from fourth month of operation on.
- e. USD xx xx per any turn around flight in case the load factor reaches to (75% or above) of the aircraft's seat capacity.

2.2: Above prices are subject to current fuel prices in aviation market obtained from Platt's, an increase above 20% of fuel prices the Lessee shall be liable to pay per ton price difference¹ that will be added on the figures set forth in this article 2.1(a, b, c, d, e), Lessor is obliged to provide Lessee with supporting document while fuel prices from Platt's sources gets increased.

2.3: Lessee will make per turn-around flight payment in advance to Lessor Banks account not less than 72 hours before commencement of each flight.

¹ e.g: Current price per ton: USD XXX, Total round trip flight duration: 7 block hours, Per hour consumption: 3 tons, Hence, Total consumption : 7x3=21 tons, Total cost: 21xXXX = XXX USD
20% Increase: XXXx20/100=180+XXX=XXX USD – Not chargeable,
25% Increase: XXXx25/100=225+XXX= XXXUSD, So: XXX-XXX= XXXUSD/ton, chargeable –
i.e. 25%-20%=5% chargeable, Therefore; XXXx21=XXXX USD to be paid by the Lessee.

2.4: Lessee shall also be liable to pay office rent, transportation, and residence rent of Lessor's one staff in Urumqi city for (USD or CNY xx xx xx) . And all other direct expenses relating to this operation including but not limited to fuel, landing, overflying, handling crew accommodation, taxes, and insurance will be paid by the Lessor.

2.5: For any payment under this agreement Lessor will prepare and send related invoices to Lessee.

3. Baggage Allowance

3.1: Lessee shall have the right to utilize available passenger seats of the aircraft with 30kgs maximum free baggage allowance for each passenger.

3.2: Subject to Lessor's Operation Department approval:

- a. The Lessee has the right to charge and collect Excess baggage revenue if any.
- b. The Lessee has the right to take cargo as per aircraft configuration and dimension,
- c. Revenue from cargo carriage will not have effect on calculating of Load Factor Percentage set forth in article 2.1.e.

4. Ground Time

Standard free ground time will be granted at all airports, in case ground time due to passenger and baggage related issues exceed the standard free ground time hours, per each ground hour charges shall be paid by the Lessee to the Lessor.

5. Dangerous/Prohibited Goods

No article shall be permitted on board the aircraft, either as baggage or otherwise which can not be transported in accordance with the Lessor's published regulations and applicable laws and Government regulations, or which, in opinion of the Lessor would endanger the safety of the flight or would not be suitable for transportation on the aircraft. In case of any damage caused to Lessor by the Lessee from this act, Lessee will be responsible to compensate and Lessor will not have any responsibility.

6. Modification

6.1: No office, agency representative, or employee of the Lessee is authorized to alter, modify, or waive any provision of this agreement.

6.2: This agreement may be amended at any time by written agreement of the parties. No variation to this agreement shall be effective unless in writing signed by a duly authorized officer of each party.

7. Guarantee/Security Deposit

7.1: Upon signing this agreement not later than 2 working days, Lessee will give Bank Performance Guarantee or pay a non-interest Security Deposit amount of USD **xx xx** , to the Lessor's below bank account:

Lessor's Bank Account:

Title of Account	ARIANA AFGHAN AIRLINES
Account No	1001201030162 AFN 1001202095379 USD
Bank Name	BANK-E-MILLIE AFGHAN
Swift Code	BMAFAFKA
Address	Ibn Sina Avenue, Kabul – Afghanistan

7.2: The parties will do reconciliation every 15 days, Security Deposit can be refunded to Lessee bank account upon expiration of the agreement OR its premature termination but subject to fulfillment of Lessee's obligations under this full charter agreement.

8. Applicable law (Jurisdiction)

This agreement shall be governed by and interpreted in all respects in accordance with the laws of Afghanistan.

9. Validity & Termination

9.1: This agreement is valid for (xx xx) years, effective from the date written above.

9.2: This agreement will be valid after obtaining necessary approval from both Lessor's and Lessee's CAA.

9.3: If the chartered aircraft is not available for flight operations due to shortage of equipment, maintenance problem, or any other reason beyond control of the Lessor, the Lessor shall make its best efforts to provide another aircraft within maximum 48 hours.

9.4: Termination with cause: Either party shall have the right to terminate this agreement with the following circumstances by giving written (30) thirty days' written notice to the other party:

- a. If the other party is declared insolvent
- b. If other party is declared bankrupt
- c. If the other party deemed in breach of terms and condition of this agreement

9.5: Termination without cause: Each party can terminate this agreement by giving (60) sixty days prior written notice to the other party to terminate this agreement without any further obligation, while the Lessee shall fulfill its already occurred obligation under this agreement.

10. Force Majeure

The Lessor shall not be liable for any failure or delay in connection with the charter flight or in doing any act to be performed by its pursuant to this agreement if such failure or delay shall be due or in manner caused by laws, regulations, acts, demands, orders, or interposition of any Government, natural disaster, strikes, fire, flood, weather, war, rebellion, or any other causes beyond its control, whether similar or dissimilar to the causes herein enumerated.

11. Miscellaneous

11.1: Dangerous goods are not allowed in the aircraft for delivery.

11.2: The Lessor's regulation of FOC (Free of Cost) tickets shall apply for the Lessor's staff travelling from Kabul to Urumqi or Urumqi to Kabul. (Maximum 5/- tickets per flight), and the same shall apply to Lessee's staff which will not have effect on calculating load factor.

11.3: The Lessee has the right to utilize Lessor's sales system (Ariana Net) to set ticket price, and ticket sale.

11.4: This agreement contains all the terms which the parties have made in relation to the subject matter of this agreement and supersede any prior written or oral agreements, representations or understandings between the parties relating to such subject matters.

11.5: If any clause or part of this agreement is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision shall, to the extent required, be severed from this agreement and shall be ineffective without, as far as is possible, modifying any other clause or part of this agreement and this shall not affect any other provisions of this agreement which shall remain in full force and effect.

11.6: Any translation of this agreement will be just for information purpose, and the agreement will be only be construed under the original English language.

11.7: The Lessee will guarantee to perform one weekly flight in above agreed sector, if the Lessee fails to perform its obligation of one weekly flight, or cancels the flight due to any reason, the Lessee shall be liable to pay cost of turn around flight to the Lessor as agreed in article 2 of this agreement.

12. Conflict Resolution

12.1: If a dispute arises out of this agreement, including any question regarding its existence, validity or termination, the parties shall follow this procedure:

- a. Shall seek to resolve it on an amicable basis.
- b. In the event that it cannot be settled on amicable basis the parties shall consider the appointment of a mediator to assist in that resolution
- c. If the dispute is not settled by mediation, the dispute shall be referred to and finally resolved by arbitration under the Arbitration Rules of the Commercial

Code of Afghanistan, which Rules are deemed to be incorporated by reference into this clause.

- d. The decision should be final and it should be binding on the parties otherwise the issue shall be forwarded courts of Afghanistan for dispute resolution.

13. Notice

Any notice or other communication required or permitted to be given herein shall be sufficient if sent by mail, courier letter, telegram or telefax by one party to the other, as follows:

- i. Xx xx xx xx xxx
Xxx xxx xxx xxx xxx

- ii. Ariana Afghan Airlines:
Chahr Rahi Shaheed, Shahr-e-Naw, Kabul, Afghanistan
Email: kabul@flyariana.com
Phone: 0093 777071333

14. Confidentiality

Except in any proceeding to enforce the provisions of this agreement, neither party will disclose to any third party the financial terms of this agreement or any other confidential information of either party, including orders, forecasts, financial or marketing plan, nor any data processing programs or procedures related to this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first below written

For and Behalf of

For and on Behalf of

Ariana Afghan Airlines

XXXXXX

Date:

Date: