

# Corporate Business Agreement



This is an annual corporate business agreement to purchase air transportation services from Point2Point Airways, LLC ("Point2Point") by:

North Dakota Public Service Commission ("Customer")

Beginning: 8-21-06 ("Effective Date")  
subject to the following terms and conditions.

- 1. Aircraft:** Customer can purchase flights on any Point2Point aircraft at published market rates, marketed promotional rates or the rates published in Appendix A of this business agreement.
- 2. Pricing:** All flights are priced by the flight mile for the trip - based on the published flight distance between the trip itinerary's airport of origin and destination airport. Trip cost is calculated as the total flight miles for all flight legs multiplied by the per-mile price. By signing this agreement, the customer is eligible to fly at the *Corporate Base Price* for each aircraft type in Appendix A of this business agreement.
- 3. Payment:** Customer will pay for all flights at the time the flight is reserved using credit card or method of payment accepted by Point2Point. Acceptance of any payment method other than a credit card is at the sole discretion of Point2Point.
- 4. Flying Obligations:** By signing this agreement Customer is obligated to take one (1) flight with Point2Point over the initial term of the business agreement.
- 5. Initial Term:** The initial term of this business agreement is one (1) year. At the end of the initial term, the business agreement will automatically renew for an additional 1 year period.
- 6. Contract Cancellation:** This business agreement can be cancelled at any time by either party.
- 7. Flight Cancellation:** Customers may cancel flights reservations without penalty up to 24 hours prior to the departure time. Customer will receive two (2) "last minute" cancellation passes per contract term. After two (2) "last minute" cancellations per contract term, Customer will be charged a \$300 cancellation fee for each flight cancelled

within 24 hours of scheduled departure. In addition, Point2Point reserves the right to cancel any flight due to weather, mechanical or any other problem that may prevent Point2Point from safely completing the flight. Further, Customer agrees and Point2Point expressly states that it makes no warranty as to its ability to complete scheduled flights. In the event Point2Point cancels a flight for any reason, Customer will receive a full refund for any cancelled portion of the Customer's reserved flight itinerary.

**8. Frequent Flyer Discounts:** The customer will be eligible to receive per-mile discounts based on passing accumulated annual flight mile thresholds in any given contract term. Discount rates earned in the current contract term will carry over into the subsequent contract terms, until such time as any higher discount threshold is reached. Discounts are applied to the per-mile Corporate Customer base rate according to the schedule indicated in Appendix A.

**9. Other Terms & Conditions:** This contract constitutes the entire agreement between the parties. Statements, promises or inducements not apart of this agreement but that may be made by either party, or any agent or employees of either party, shall not be binding. This Agreement may not be transferred or assigned without the signed, written authorization of both parties. Finally both parties agree this contract is executed under the laws of the State of North Dakota, and any disputes relating in any way to this Agreement will be subject to the jurisdiction of that State.

**10. Aircraft Positioning:** Point2Point reserves the right to impose a positioning fee for flights originating outside of the Bismarck, Fargo, Grand Forks, Minneapolis region.

Authorized Customer Signature:

A handwritten signature in black ink that reads "Tony Clark". The signature is written in a cursive style and is positioned above a horizontal line.

Authorized Point2Point Signature

---

# Corporate Business Agreement



## SCHEDULE A

<b>3 Passenger Turbo Prop</b>	<b>Annual Miles Flown Discount Threshold</b>	<b>Per Mile Rate</b>	<b>Discount %</b>
Walk-Up	0	\$ 2.89	0%
Corporate Base Price	0	\$ 2.50	13%
Corp Frequent Flier Tier 1	10,000	\$ 2.29	21%
Corp Frequent Flier Tier 2	20,000	\$ 2.19	24%
Corp Frequent Flier Tier 3	30,000	\$ 2.09	28%
VIP Corp Frequent Flier Tier 4	50,000	\$ 1.99	31%
VIP Corp Frequent Flier Tier 5	75,000	\$ 1.89	35%
VIP Corp Frequent Flier Tier 6	100,000	\$ 1.79	38%