

FLIGHT TRAINING AGREEMENT

Created by and between

Spartan Education, LLC
d/b/a

Spartan College of Aeronautics and Technology

a Tulsa Oklahoma, United States Company

and

Trafalgar Holdings Group U.S.A & Latin America

Dated as of 4 March, 2021

Flight Training Agreement

Table of Content

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
	Recitals	3
One	Training Services	3
Two	Compensation and Fees	8
Three	Logistic Services	11
Four	Terms and Termination	13
Five	Representations and Warranties	14
Six	Indemnification	14
Seven	Confidentiality	15
Eight	Notices	15
Nine	Dispute Over Agreement	15
Ten	Miscellaneous Provisions	16
	Signatures	17
<u>Exhibit A</u>	Course Fee and Summary of Key Features	18
<u>Exhibit B</u>	Supplement Training Fees and Recheck Fees	20
<u>Exhibit C</u>	Course Specifics	21
<u>Exhibit D</u>	Student Insurance Coverage	23
<u>Exhibit E</u>	Certificate of Insurance	24

Flight Training Agreement

This Flight Training Agreement (the “**Agreement**”), is entered into and effective on [date], 2021 (the “**Effective Date**”), by and between Spartan Education, LLC d/b/a Spartan College of Aeronautics and Technology with its principal place of business at 8820 East Pine Street, Tulsa, Oklahoma, 74132, U.S. (the “**Spartan**”), and Trafalgar Holdings Group U.S.A & Latin America., (the “**Trafalgar**”) a consulting and training company (individually, a “**Party**” and collectively, the “**Parties**”).

Recitals

WHEREAS, Spartan is a leader in international aviation education and training with a Federal Aviation Administration (the “**FAA**”) Approved Part 141 flight training college in Tulsa, OK, United States, which offers *ab initio* pilot training and other pilot training programs to individual students, commercial airlines and contract customers worldwide; and

WHEREAS, Spartan has designed the Spartan Professional Pilot Certification Course (the “**Course**”), which strives to prepare flight students recruited by Trafalgar with the judgment and aeronautical piloting skills necessary to successfully complete the Spartan Professional Pilot Certification Course; and

WHEREAS, Trafalgar is a consultancy seeking to recruit pilot candidates in specific markets for training at the Spartan campus; and

WHEREAS, Trafalgar seeks to retain the services of Spartan for training of students, and to utilize the customized *ab initio* and other undergraduate pilot training programs developed by Spartan; and

WHEREAS, Spartan intends to support the specific *ab initio* and other pilot training requirements of Trafalgar according to the terms and conditions of this Agreement;

NOW THEREFORE IN CONSIDERATION of the reciprocal promises and agreements herein, the Parties hereto, intending to become legally bound, hereby agree as follows:

Professional Pilot Agreement

Section One – Training Services

- 1.1 *Initial Selection.* Trafalgar agrees to recruit and screen candidates to receive *ab initio* and other pilot training from Spartan at a Spartan flight campus in the U.S. Trafalgar will organize these candidates into student cohorts of a size to be agreed between the Parties. Trafalgar will confirm the number of students for each class no later than two (2) months prior to the planned class start date, subject to agreement by Spartan as to the size and scheduling. Spartan will evaluate and select candidates for admission at its sole discretion. It shall not be a default of Trafalgar or Spartan if the number of students selected by Spartan is less than the planned number for the cohort.

- 1.2 *Course Overview.* For accepted candidates, Spartan agrees to provide the students with the Course which consists of English, among other things, aviation ground training, and flight training, in both flight training devices and aircraft, and FAA check flights, meeting or exceeding minimum FAA part 141 standards and requirements. Spartan will train the selected students so that upon completion of English and aviation ground training, flight training, and check flights, each student will train to obtain the U.S. FAA Commercial Pilot License with Airplane, Single, Multi-engine Land and Instrument Ratings, and English Proficiency endorsement. The Course is designed to normally be completed in sixty-five (65) weeks of time in the U.S. The Program for the Spartan Professional Pilot Certification Course is projected as set forth in Exhibit C (subject to change). Changes in FAA student pilot requirements may warrant additional English Training, which would extend the expected period of training at Spartan’s sole discretion. At the end of the Course, Spartan will issue a certificate of completion. This is not a degree-granting course and a student will not be granted a degree from Spartan College upon completion.

- 1.3 *Student Visa Information.* Trafalgar agrees to provide Spartan with the necessary advanced biographical and background information for each candidate selected by Spartan, in order for Spartan to issue visa-eligibility documentation for each candidate to obtain permission to enter the U.S., and for the U.S. Department of Homeland Security (the “**DHS**”) clearance for each candidate to receive flight training in the U.S.

- 1.4 *English Requirement.* The FAA requires each student to achieve ICAO Level 4 prior to commencing flight training. When a student passes the FAA English test within the first two (2) weeks after arriving in the U.S., he will receive four (4) weeks of English training concurrent with the Student’s private pilot ground school training. If a Student does not pass the initial FAA enrollment English test, the Student may need additional time for additional English training as described in Section 1.6.

- 1.5 *Additional English.* Spartan may, but is not required to, accept certain students into the Course who are close to achieving sufficient English proficiency, but show some correctable areas. For such students, Spartan will provide additional English training in the U.S. to assist them at no additional cost for such training to Trafalgar, but if the requirement for additional English training extends the stay of a student in the U.S. beyond sixty-five (65) weeks, students will be required to pay the additional costs of Accommodation as set forth in Exhibit B. for such extended period and will not otherwise penalize Spartan for such extension.
- 1.6 *Final English Proficiency.* Upon successful completion of the Course, each student will be expected to demonstrate English competency sufficient to meet ICAO Level 4 English Standard and/or FAA English proficiency requirement.
- 1.7 *Ground Instruction.* The aviation ground school instruction portion of the Course consists of 1,000 hours of classroom aviation instruction as specifically set forth in Exhibit C. This ground instruction is embedded into the High Performance curriculum approved by the FAA.
- 1.8 *Flight Instruction.* The flight instruction portion, including flight training device and aircraft, of the Course consists of a minimum of two hundred and thirty (230) hours of flight instruction as set forth in Exhibit C.
- 1.9 *Regular Schedule.* A student will normally be afforded two (2) days off per week and will receive holidays as per the Spartan official catalog. Spartan reserves the flexibility, however, to conduct school six (6) days a week and/or over designated Spartan holidays to satisfy program target length requirements, if delays would otherwise result from inclement weather or other conditions.
- 1.10 *Remedial Training.* Remedial training enables a student to successfully complete the Course. Spartan will notify Trafalgar whenever it estimates that a student will be unable to meet the minimum requirements of a U.S. FAA Commercial Pilot License and/or Instrument Airplane Rating and/or Airline Transport Pilot Ground Course utilizing the normal training procedures as agreed elsewhere in this Agreement. Upon such evaluation, Spartan will determine whether its remedial and supplemental training outside of the Course syllabus would such remedial training as reasonable.
 - 1.10.1 Spartan will make a preliminary assessment of each student in the initial forty (40) flight training (aircraft) hours. For students who remain in the Course thereafter, Spartan will provide its “initial washout” assessment at or before sixty (60) flight training (aircraft) hours.

- 1.10.2 At any time that Course termination or additional training is recommended by Spartan, Trafalgar will determine whether a student should be terminated from the Course or should continue in training, and whether additional training, if recommended by Spartan, is acceptable. Trafalgar shall communicate its decisions regarding continued, additional, or terminated training to Spartan in writing within ten (10) working days after receiving Spartan's assessment.
- 1.11 *Instructional Materials.* Spartan will provide all necessary reference materials, flight manuals, aircraft handbooks, Anywhere Education Program or similar program, and an Apple iPad as required for the Course, which the student may retain in his or her possession to take home to their country of origin upon completion of the Course.
- 1.12 *Uniforms.* Spartan will issue the official flight training campus uniform (the "**Official Uniform**") to each student, which will be the mandatory dress requirement for the students enrolled in the Course. The Official Uniform will include two (2) long-sleeved shorts, two (2) short-sleeved shirts, three (3) pants, four (4) sets of Flight Lapels and other required flight school insignia, and one (1) multi-weather flight jacket.
- 1.13 *Test/Check Failures.*
- 1.13.1 Spartan will provide for the facilities and cost of the following training test/examination items for each applicable phase of the Course for all students enrolled in the training:
- Initial required FAA medical examination (2nd Class Medical Certificate) and drug test fees.
 - Initial FAA certification written tests and initial Spartan stage written tests.
 - Initial and one re-take of FAA check flights and Spartan stage check flights. In the event that a student fails an FAA check ride two (2) consecutive times, the student will accept the third attempt and all subsequent attempts billable at an additional charge as per the financial arrangement between Spartan and Trafalgar.
 - All ground school stage and FAA tests will allow each student to have the initial test and one retake. There will be an additional charge for any subsequent retakes billable as per the financial arrangement between Spartan and Trafalgar.
 - If a student fails a second retake, Spartan must communicate with Trafalgar management and may recommend the termination of that student.

Any further training test/examination items beyond those listed above must be approved by Trafalgar. The student, as determined by Trafalgar, shall pay the appropriate fee as set forth in Exhibit B for any further re-checks or tests beyond those listed above. If the fee is to be paid by the Student, it must be paid in advance of the subsequent test/examination. Spartan shall be compensated for additional training required to prepare the Student for a further FAA re-test or check, or for the time to provide an additional Spartan stage check, as approved by Trafalgar according to Section 1.14.2 if the Student has already exhausted fifteen (15) additional hours for the Course.

- 1.13.2 If the student fails on a first attempt, Trafalgar will be notified. If the student fails on a subsequent attempt, the student will be grounded immediately, and Spartan will notify Trafalgar management within three (3) business days and wait for the final decision from Trafalgar management, which shall be provided to Spartan within ten (10) business days after receiving Spartan's notification. The final decision whether to terminate the student's training or to give additional remedial training and an opportunity for any further re-take of a test or check flight is based on the mutual agreement of both Spartan and Trafalgar.
- 1.13.3 An FAA Check Ride consists of two parts; an oral examination and a practical flight examination. However, these are conducted at the same time and any failure of the oral or the practical flight skills check results in one (1) failed attempt. For the purpose of this Agreement, the oral and practical flight are treated equally.
- 1.14 *Progress Reports.* Spartan will issue "Student Progress Reports" each month to Trafalgar, which will document each Trafalgar Student's progression through the Course. These reports shall highlight students who are not on pace toward graduation within the timelines specified in this Agreement.
- 1.15 *Drug Testing.* Students enrolled in the Course are to be subject to the drug testing policies of Spartan. Students found in violation of Spartan's "drug free" environment will be automatically expelled from the Course, and any costs incurred in connection with the expulsion will be the responsibility of the Trafalgar.
- 1.16 *Standards of Conduct.* Students enrolled in this program must adhere to the personal conduct standards as outlined in the Spartan Student Manual, which may change from time to time as Spartan determines. Failure to comply may result in discipline up to and including expulsion from the Course.
- 1.17 *Air Transportation.* Students will be provided air transportation between Tulsa, OK and their home country by Trafalgar, and at Trafalgar's sole expense, within five (5) calendar days of termination or completion of the Course.

SECTION TWO – COMPENSATION AND FEES

- 2.1 *Course Fees.* As compensation for providing students with the training and other services associated with the Course, Trafalgar agrees to pay Spartan the sum per student as reflected in Exhibit A of the agreement (the “**Course Fee**”). The Course fee is earned incrementally as the Trafalgar Student completes the phase of the Course and is provided with training and services.
- 2.2 All payments made to Spartan will be sent via wire transfer in U.S. dollars. The account information required is listed under Exhibit F.
- 2.3 *Payment Schedule.* Trafalgar will make Course Fee payments to Spartan in accordance with the following payment schedule:
- (a) 50% upon admittance into the Course by Spartan, acceptance by the student, and prior to the arrival at Spartan;
 - (b) 15% upon 80% of eligible Students completing their private pilot training;
 - (c) 15% upon 80% of eligible Students completing their single engine instrument training;
 - (d) 15% upon 80% of eligible Students completing the multi-engine stage 6 commercial training;
 - (e) 5% upon 80% of eligible Students completing the Course
- 2.4 *Student Withdrawal.* If a student’s enrollment in the Course is terminated for whatever reason as stipulated in this Agreement, before the student completes the Course, Trafalgar will pay for training and associated services, including any fees for medical, immigration, TSA, FAA, training materials, uniforms, living expenses or any cost incurred by that student or that were provided to that student through the time of termination. Spartan will provide Trafalgar with an individual invoice for each Trafalgar Student that is terminated before completing the Course. Applicable rates for training activities and housing are set forth in Exhibit B (prior installment payments will be credited against the total). Accommodation for that Student shall be paid through the end of the calendar month in which the student departs from Spartan’s accommodations.
- 2.5 *FAA Regulatory Changes.* If changes in FAA regulations that become effective after this Agreement are executed and such change will cause an increase in training length or cost to provide, the Parties shall meet to consider how to approach changes to the curriculum.
- 2.6 *Delays.* If the training program length is changed for any reason, Spartan shall give a written notice to Trafalgar as soon as Spartan has knowledge of such modification.

- 2.6.1 Spartan shall not be responsible for any delays or failure to provide all or part of the training described herein due to causes beyond its control including, but not limited to the following: inclement weather, student illness, war or terrorism, strikes, government action, and/or any accident or any other material adverse change. Spartan will continue to provide such training, or parts thereof, as reasonable during such and will resume full training services when feasible.
- 2.6.2 If the delay has been caused solely by Spartan, Spartan agrees to provide Trafalgar with the additional training services (including Accommodation) for the student to complete the program after the sixty-five (65) week target without payment of fees by Trafalgar other than the Course Fee for services provided (and any approved additional training fees, and fuel surcharges that may apply pursuant to the terms of this Agreement). For purposes of clarity in this Section 2.6 of the Agreement, Spartan shall not be considered to have been the sole cause of a delay if (a) the health of the student adversely affects the student's ability to complete the assigned schedule in a reasonable manner, (b) the student fails one or more check rides or knowledge tests, (c) inclement weather, (d) payment delay by Trafalgar, (e) English deficiency on the part of the student, or (f) similar causes outside the control of Spartan.

Trafalgar agrees to pay any additional expenses incurred by Spartan for any delays caused by Trafalgar or the students. If such delay or delay from the causes set forth in Paragraph 2.6.1 causes the Course to extend beyond the standard sixty-five (65) weeks, or requires services outside the standard Course syllabus, the additional services (including Accommodation beyond sixty-five (65) weeks) will be provided at the rates set forth in Exhibit B.

- 2.7 *Invoicing.* Spartan will submit invoices to Trafalgar pursuant to Section 2.2 above. Any credits to Trafalgar or additional fees due from Trafalgar in connection with an individual student shall be reported in a final invoice or credit memorandum issued upon the student's completion of or withdrawal from the Course. Payments by Trafalgar shall be due no later than thirty (30) days from the date of the invoice. Spartan shall be permitted to submit invoices up to thirty (30) days prior to achieving each milestone listed in Section 2.2 above based on its reasonable estimate of when the milestone will be achieved.
- 2.8 *Late Payment.* Late payments shall incur interest at the rate of 7.5% per annum commencing after a grace period of fifteen (15) days from the due date, calculated on a daily basis. Application of interest by Spartan to late payments shall not affect any other rights Spartan may have, including but not limited to termination of the Agreement per Paragraph 4.2 if payments are not made in accordance with this section.

SECTION THREE – LOGISTIC SERVICES

The Course Fee noted in Exhibit A include all specific training defined above, and is also inclusive of the following:

- 3.1 *Immigration and security.* Spartan will issue each Trafalgar student a Form I-20 for M-1 Visa and will obtain TSA Security Screening and TSA approval for the Student to receive flight training in the United States with Spartan at the Spartan campus. Spartan will pay the department of Homeland security SEVIS Program Fee (Form I-901) for each student and the United States Customs and Immigration service standard fee for any extension of stay application that is required for a student (Form I-539). Spartan will also cover the normally required routine processing costs related to TSA approval and security screening. Trafalgar will provide Spartan all necessary advance personal information related to the students to enable Spartan to prepare the required documentation.
- 3.2 *Transportation.* Air Transportation for the students from home country to/from Tulsa International Airport, OK, U.S., at the beginning and end of training, shall be provided by Trafalgar at its sole expense. Spartan will provide ground transportation for the students from Tulsa International Airport to the Spartan flight campus or residence halls, as appropriate, at the beginning and end of the Course. While in training, Spartan will provide ground transportation for students to and from the location of accommodation and the Spartan flight campus, for routine medical care, if necessary, and for periodic shopping as needed.
- 3.3 *Housing.* Once a student arrives in the United States and enrolls in the Course, Spartan will provide the Student with accommodation with no greater than double occupancy per room for a period of sixty-five (65) weeks (or more as agreed between the Parties or as necessitated by delays as governed by Paragraph 2.6 above). Trafalgar shall reimburse Spartan for any damages caused by any Trafalgar student to the premises during the tenure of their stay in Housing and noticed to Spartan by the management of such Housing.
- 3.4 *Meals/Per Diem.* Each student will be provided with 5 meals per week by Spartan during the duration of their training. Students are also responsible for any damage the student causes to the housing or to property and equipment provided to the students by Spartan (including lost property). Spartan will charge Trafalgar directly for the costs of any such damage, and Spartan will provide receipts to verify the damages and cost of repairs.
- 3.5 *Medical Insurance.* Spartan will provide accident and illness coverage equivalent or substantially similar to coverage described in Exhibit D for all

students for the duration of the Course (coverage commencing when Student begins the United States portion of the Course).

- 3.6 *AD&D Insurance.* Spartan will provide accidental death and dismemberment coverage for each Student while the Student is attending the United States portion of the Course. The insurance shall in general provide life insurance coverage of a minimum of \$100,000.00 per student.
- 3.7 *Liability Insurance.* Spartan will carry the Aggregate Limits of Liability at no less than US \$1,000,000.00 for light weight training aircraft while Trafalgar students receive training at Spartan. Furthermore, Trafalgar will be secondarily insured in the same policy. Trafalgar will be entitled to any benefit paid pursuant to the policy. Spartan will provide Trafalgar with verification of the enrollment of students in the insurance described herein. In addition, Spartan will provide property and casualty insurance sufficient to cover claims in the event of disability or death.
- 3.8 Upon request by Trafalgar, Spartan will provide Trafalgar, on an annual basis, with original certificates of insurance, such certificates to reflect the endorsements specified above, for review by Trafalgar. Spartan shall provide at least thirty (30) days notice to Trafalgar of any cancellation or modification of the insurance.

SECTION FOUR – TERM AND TERMINATION

Commencement Date. This Agreement will remain in effect for cohorts starting from the Effective Date and will expire with completion of the training of the last cohort of students accepted by Spartan. The Parties may modify or amend this Agreement by a written addendum signed by both Parties.

Events of Termination. Without prejudice to such other rights as such Party may have, either party may terminate this Agreement training immediately upon the occurrence of any of the following events: by providing the other party with sixty (60) days advance written notice.

- 4.1.1 The other Party has materially violated the provisions of this Agreement and failed to remedy such violation within thirty (30) days of a written notice from the other party to remedy such violation;
- 4.1.2 The other Party has failed to make timely pursuant to the Agreement after written notice and (15) days to provide the payment;
- 4.2 *Continuing Obligation.* Unless this Agreement is terminated immediately pursuant to Paragraph 4.1, the Course shall continue during the sixty (60) day

notice period, and Course Fees incurred during such notice period shall continue to be paid, unless Trafalgar and Spartan mutually agree to a different date for the termination of training services. Any incurred but unpaid fees owed to Spartan shall also survive the termination of the Agreement for any reason.

- 4.3 *Market Exclusivity.* Spartan grants Trafalgar exclusivity in Pakistan for calendar year 2021. In addition to students sourced by Trafalgar, Spartan will direct all Pakistani flight training students (non-academic) to Trafalgar. Should Trafalgar provide Spartan with one (1) cohort of at least 15 students in 2021, then Trafalgar will maintain market exclusivity in Pakistan for calendar year 2022.

Spartan grants Trafalgar exclusivity in Bangladesh for calendar year 2021. In addition to students sourced by Trafalgar, Spartan will direct all Bangladeshi flight training students (non-academic) to Trafalgar. Should Trafalgar provide Spartan with one (1) cohort of at least 15 students in 2021, then Trafalgar will maintain market exclusivity in Pakistan for calendar year 2022.

In calendar year 2022, should Trafalgar provide Spartan with two (2) or more cohorts of at least 15 flight training students, Trafalgar will maintain market exclusivity in Pakistan and/or Bangladesh for calendar year 2023. This model of exclusivity will continue for the term of this Agreement and any renewals thereof.

SECTION FIVE – REPRESENTATIONS AND WARRANTIES

- 5.1 *Approved Curriculum.* Spartan represents and warrants that the FAA has approved the standard curriculum of Spartan’s Flight Training Program – the Professional Pilot Certification Course. Further, any future curriculum changes to the PPCC will continue to be approved during the term of this Agreement by the FAA and will lead to the FAA Certifications the curriculum outlines in “Training Services” in Section 1 above.
- 5.2 *FAA Standards.* Spartan shall maintain the high training and safety standards required to maintain FAA Part 141 Certification.

SECTION SIX – INDEMNIFICATION

- 6.1 *Spartan Indemnification.* Trafalgar agrees to release, defend, indemnify and hold harmless Spartan, its officers, directors, employees, instructors, service representatives and agents from and against any and all claims, demands, suits, judgments, damages, liabilities, and losses, including costs, and expenses in connection therewith or incidental thereto for the death or injury to any

persons including any of Trafalgar employees, designees or students as a result of or in connection with the training provided herein, however, that the foregoing indemnification shall not apply to any such claims resulting from the gross negligence or the willful misconduct of Spartan or to claim for death or injury of Spartan employees.

- 6.2 *Trafalgar Indemnification.* Spartan agrees to release, defend, indemnify and hold harmless Trafalgar, its officers, directors, employees, students, service representatives, and agents, from and against any and all claims, demands, suits, judgments damages, liabilities, and losses, including costs, and expenses in connection therewith or incidental thereto, for the destruction of property (including without limitation, aircraft) by Spartan employees or designees and based upon any claim arising out of or in connection with any action taken, or omitted, to be taken, by Spartan employees or designees as a result of or in connection with said training provided, however, that the foregoing indemnification shall not apply to any such claims resulting from the gross negligence or willful misconduct of Trafalgar or a student.
- 6.3 *Survival.* The obligations set forth in this Section shall survive the termination of this Agreement.

SECTION SEVEN – CONFIDENTIALITY

Trafalgar agrees that it shall not disclose and shall direct its employees or Students not to disclose, any information about the Course syllabus, Spartan methods, Course Fees or the contents of this Agreement, except when so required by law, court order, administrative or regulatory authority or with the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Trafalgar may provide such information to its legal or financial advisors, bankers, lenders or their auditors. Additionally, the parties recognize and acknowledge that they may from time to time gain information regarding another party's confidential business plans, business practices and policies including manuals and other policies and procedures. Both parties hereby undertake not to disclose any of the foregoing confidential information to and person, firm, corporation, association or any other entity for any reason or purpose whatsoever, save as required by law, court order, administrative or regulatory authority or with the other party's prior written consent, provided the receiving party was notified in advance of the confidential nature of the information.

SECTION EIGHT – NOTICES

Any communication or notice to be given hereunder shall be duly given when delivered by electronic mail, in writing by airmail or when sent by facsimile transmission (to be confirmed in writing) as follows:

Spartan College of Aeronautics and Technology	Trafalgar Holdings Group
8820 East Pine Street, Tulsa, Oklahoma 74158 United States	<i>[Address]</i>

Attention:	Robert Polston	Attention:
Title:	Chief Executive Officer	Title:
Phone:	1 (918) 831-5202	Phone:
Email:	rob.polston@spartan.edu	Email:

SECTION NINE – DISPUTE OVER AGREEMENT

- 9.1 Any disputes arising from or in connection with this agreement, including its existence, validity or termination, shall be submitted to arbitration in English before a single arbitrator in Oklahoma, U.S.
- 9.2 The arbitrator is not empowered to award damages that exceed the actual damages.
- 9.3 The Parties shall share equally the fees of the arbitrator and any costs associated with the arbitration hearing, subject to such other apportionment of arbitration fees and costs as the arbitrator may determine is reasonable based on the circumstances of the case. The prevailing Party shall be entitled to recover its attorneys’ fees, (including the reasonable value of in-house counsel, if any), and disbursements and costs other than those paid for the arbitration itself.
- 9.4 Notwithstanding the foregoing, each party shall have the right to petition the court of competent jurisdiction for immediate injunctive relief in connection with any violation of a provision of this Agreement regarding Confidential Information.

SECTION TEN – MISCELLANEOUS PROVISIONS

- 10.1 *Entire Agreement.* This Agreement contains the entire Agreement of the parties, and all promises, representations, understandings, arrangements and prior agreements are merged herein and superseded hereby. The provision of this Agreement may not be amended, except by an agreement in writing signed by both parties.
- 10.2 *No Waiver of Breach.* The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of the first party of any subsequent breach by the other party.
- 10.3 *Governing Law.* The laws of the State of Oklahoma, USA, shall govern the interpretation and effect of this Agreement.
- 10.4 *Limitation of Liability.* Spartan's liability for breach of contract shall be limited to the direct contract damages of Trafalgar and shall not include special, indirect, or consequential damages. Spartan's liability in any other type of claim shall be limited by the amount of insurance available to pay the claim or in the event no insurance applies to the claim, to 5% of the Course Fee for the Student or Students to whom the claim pertains. The price stated for the training is a consideration limiting Spartan's liability. No action, regardless of the form, may be brought against Spartan more than one year after the cause of action has accrued.
- 10.5 *Severability.* If any provision of this Agreement is found to be invalid or unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement.
- 10.6 *Assignment.* The Contract shall inure to the benefit of and be binding upon each of the Parties hereto and its respective successors and assignees and may be assigned by either Party with written notice to the other party.

IN WITNESS WHEREOFF, the parties hereto have entered into this Agreement as of the date and year first above written.

**SPARTAN COLLEGE OF AERONAUTICS TRAFALGAR LTD
AND TECHNOLOGY**

BY: _____

BY: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

SPARTAN COLLEGE OF AERONAUTICS AND TECHNOLOGY PROFESSIONAL PILOT CERTIFICATION COURSE

COURSE FEE

Per Student Fe: USD \$110,000 per Student

This price includes additional training up to 15 hours as necessary and is applicable to students who commence the Course from the contract signing date until December 31, 2022. Minimum class size is 15 students with a maximum cohort of 25 at which time a new cohort must be formed.

SUMMARY OF KEY FEATURES

The items listed below in this Exhibit A will be provided by Spartan in accordance with the Agreement for the price specified above. This list is provided as a summary of key features and reflects Spartan's commitment to provide high quality training and experiences for every student. Detailed descriptions of these items are contained in the Agreement; the terms, conditions and provisions in the Agreement shall control over any inconsistent terms, conditions and provisions contained in the summary below:

- Training required to be eligible to take FAA exams for PPL, IR and certificates
- Flipped education program with multiple educational instructional modalities
- iPad loaded with software, curriculum and relevant materials
- Access to US Airline weather system (WSI)
- Electronic Flight Bag (EFB) with relevant charts and maps
- 1000 hours of ground school instruction within the curriculum
- Integration of students into selected components of Spartan's domestic pilot program for cultural exchange and English language training
- ESL Instructors on staff to help with English language barriers
- Access to 40+ aircraft dedicated to flight training
- Instructor to student ratio no more than 6 to 1
- Initial FAA written and flight check rides (including one retake at no extra charge)
- Diploma issued by Spartan College upon completion of the program and an opportunity to participate in a graduation ceremony
- Housing for up to 65 weeks
- Steady supply of flight instructors to train international and domestic students (Spartan trains most of its own flight instructors)
- Student Medical Insurance with limited deductibles paid by Spartan

- AD&D insurance with at least \$100,000 of coverage
- 5 meals per week
- Transportation provided for food and recreational activities
- Student trips to sporting events and other Tulsa and Oklahoma attractions
- Winter and summer uniforms
- FAA 2nd Class Medical Check
- I20 Process and Fees (includes 1 M1 visa renewal)
- TSA Fees for PVT, IR and CPL

EXHIBIT B

SUPPLEMENTAL TRAINING FEES AND RECHECK FEES

1. Supplemental Accommodation, Instructor, and aircraft Training Activity Fees associated with training extensions and withdrawals:

<u>Training</u>	<u>Rate USD</u>
Accommodation*	US \$450 per month
Spartan Stage Check	US \$400 per re-take
Instructor Time	US \$75 per hour
FTD Usage (any type)	US \$165 per hour
Aircraft Usage Piper Archer PA28	US \$205 per hour
Aircraft Usage Piper Seminole PA44	US \$328 per hour

Note: Aircraft time, FTD time and instructor time are billed separately.

* Monthly rate applicable to any whole or partial month of supplemental accommodation.

2. Re-takes of FAA Written and Practical Tests (Charged to Student)

All ground school stage and FAA tests will allow each student to have the initial test and one retake. Trafalgar/Student will pay for the third retake and above of any tests.

FAA Written Test	US \$250 per re-take
FAA Check Ride	US \$1000 per re-take

EXHIBIT C

COURSE SEPCIFICS

1. Projected Course Program:

Week	Phase of Training
1 to 4	English Training/Private Pilot
5 to 30	Private Pilot
31 to 48	Instrument/Commercial Phase-Single Engine
49 to 65	Commercial Pilot Phase – Multi Engine

2. Ground School (Classroom Instruction) of 1000 hours

Phase	Hours
Phase I (Piston)	1000

EXHIBIT C (continued)

3. Flight Instruction Hours:

Individual Course Summaries										
	Total Training Time	A/C SE Land	A/C ME Land	Night	Instr.	FTD	Cross Country	Solo /SUP PIC	PDPIC	Dual Airplane
PPL Course Total	58.0	50.0	0	3.0	3.0	8.0	11.5	5.5	0	44.5
IR Course Total	52.0	31.6	0	0	31.6	20.4	10.4	0	1.5	31.6
CASEL Course Total	80.0	64.0	0	7.0	11.5	16.0	30.5	10.0	1.5	54.0
CMEL Add on Course Total	12.0	0	12.0	2.0	0	0	4.5	0	1.5	12.0
Program Total	202.0	145.6	12.0	12.0	51.1	44.4	56.9	15.5	4.5	142.1

Individual Aircraft Summaries					
	Total Training Time		PA-28-180	PA-44	FTD
PPL Course Total	58.0		50.0	0.0	8.0
Instrument Course Total	52.0		31.6	0.0	20.4
CASEL	80.0		64.0	0	16.0
CMEL Add On	12.0		0.0	12.0	0.0
Program Total	202.0	0	145.6	12.0	44.4

EXHIBIT D

Student Medical Insurance Coverage

Spartan College of Aeronautics and Technology has elected Travel Guard Worldwide, Inc., a wholly-owned company of AIG, to provide the necessary insurance coverage for students. Spartan reserves the right to substitute such insurance with a policy of similar coverage at any time at its discretion.

EXHIBIT E

Certificate of Insurance

Upon arrival of students, Spartan College of Aeronautics and Technology will provide a certificate of Insurance that will include:

- AD&D with a minimum of \$100,000 benefit when it meets underwriter requirements.
- Liability Insurance will be provided after contract signing
- A verification that Trafalgar Airlines is secondary insured on the policy will be provided after contract signing

EXHIBIT F

Incoming Wire Transfer Instructions

For wires sent in US Dollars:

Beneficiary Bank: Flatirons Bank
Routing Number: 107006839

Beneficiary Name: Spartan Education Group, LLC
Account Number: 1223676

Beneficiary Bank: Flatirons Bank
1095 Canyon Blvd., Suite 100
Boulder, CO 80302
ABA # 107006839

Beneficiary: Spartan Education Group LLC
1 N. Franklin
Suite 2125
Chicago, IL 60606
Account # 1223676