

EASTERN AIR LINES GROUP, INC.
CONDITIONS OF CARRIAGE FOR PASSENGER CHARTERS
Effective June 1, 2015 (17 pages)

1. General Terms

1.1. General Definitions. "EASTERN" means Eastern Air Lines Group, Inc. "CHARTERER" means a person or entity with whom or which Eastern has a Charter Agreement to carry Passengers; when EASTERN is offering charter seats directly to the public, EASTERN is acting as the CHARTERER and no Charter Agreement will exist. "PASSENGER" means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Travel Document or otherwise with Eastern's consent. "TRAVEL DOCUMENT" means a document or documents of carriage that Eastern or a Charterer, or an agent of either, issues to a Passenger that contains the Passenger's name, flight information (including the particular places between which the Passenger is entitled to travel), and notices of these Conditions of Carriage and other terms. These documents, which include statements contained in or delivered with such documents and those delivered separately to the Passenger, should be retained. "APPLICABLE LAW" means all applicable laws and governmental regulations, whether they be federal, state, local, foreign, or international operating laws, rules, regulations, directives, or requirements, or judicial decisions or orders, including, but not limited to, those of the Federal Aviation Administration ("FAA"), the U.S. Department of Transportation ("DOT"), the Transportation Security Administration ("TSA"), Customs and Border Protection ("CBP") and similar governmental agencies with authority at the airports at which services are performed or with other regulatory authority over the flights or the charter. "DAMAGE" means death or wounding of a Passenger, or any other bodily injury suffered by a Passenger, caused by an accident on board the aircraft or during any of the operations of embarking or disembarking. It also means damage sustained in the event of the destruction or the total or partial loss of or damage to Baggage which occurs during carriage by air or incidental handling by Carrier. Additionally, it means damage occasioned by delay in the carriage by air of Passengers or Baggage.

1.2. These Conditions of Carriage apply on all passenger charter flights operated by or on behalf of Eastern to the carriage of Passengers and their Baggage (defined in section 9); they also apply in any case where Eastern has a legal liability to a person in relation to a passenger charter flight, including free or reduced-price carriage. Eastern may amend or modify these Conditions of Carriage at any time without prior notice. However, neither a Charterer nor any of its or Eastern's agents, employees or representatives has authority to alter, modify or waive them unless authorized in writing by a corporate officer of Eastern.

1.3. Eastern incorporates these Conditions of Carriage by reference in Charter Agreements and in the Travel Documents issued to Passengers. Provisions of Tariffs (that is, published fares, charges, and/or related conditions of carriage of an airline which have been filed, where required, with the appropriate authorities), Applicable Law and the relevant Charter Agreement supersede any inconsistent provisions in these Conditions of Carriage. In turn, these Conditions of Carriage supersede any inconsistent rules or policies of Eastern that are in effect on the date of the commencement of carriage and that govern the carriage of Passengers and Baggage.

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1.4. Eastern is only responsible for air transportation, as described in a Charter Agreement, from the airport at the point of origin to the airport at the point of final destination, unless otherwise expressly stated. Eastern does not provide land or maritime transport service between airports and between airports and in-town terminals or other points of embarkation/debarkation. If Eastern makes arrangements with any third party to provide any services, including transportation, or if Eastern issues a ticket or voucher relating to transportation or services provided by a third party, in doing so Eastern acts only as an agent. The terms and conditions of the third party service provider will apply, and Eastern assumes no responsibility for the acts or omissions of such third party.

1.5. By accepting air transportation on services covered by these Conditions of Carriage, Passengers agree to adhere to, and to assist Eastern and Charterer in adhering to, Applicable Law.

2. Reservations

2.1. Eastern does not set the prices Passengers pay for air transportation, which may include charges, surcharges, fees and taxes imposed by governments, airport operators, or other authorities. Eastern will not refund, to the person named in a Travel Document or to any other person under any circumstances, any amount a Passenger pays a Charterer for air transportation.

2.2. Reservations will be made and recorded by a Charterer or its agent and documented by a Travel Document (see section 3) that includes travel information. Policies set by a Charterer may limit or exclude the right to change or cancel reservations. Passengers should check the commercial terms and conditions set by a Charterer, and Eastern (unless it also acts as Charterer) accepts no responsibility for their contents or for the failure to do so.

2.3. Eastern applies special rules to children as Passengers.

(a) A child (an individual 13 years of age or under) may travel if accompanied by a responsible individual at least 14 years of age so long as that individual is a parent or legal guardian or such responsible individual has notarized documentation from the parent or legal guardian giving specific permission for the child to travel with the named individual on the specific flight and date. Eastern reserves the right to refuse transportation if in its opinion the documentation appears to be of questionable authenticity.

(b) A child under 6 years of age may not travel unaccompanied. A child 6 years of age or older may travel unaccompanied only if the child: (i) is escorted to departure by a responsible adult who remains until boarding and the aircraft has departed the gate; and (ii) will be met at arrival by a parent, legal guardian or responsible adult with notarized documentation from the parent or legal guardian authorizing discharge of the child to the custody of the responsible adult. Eastern will assume no financial or guardianship responsibilities for unaccompanied children beyond those applicable to an adult passenger.

(c) An infant under 2 years of age may occupy a separate seat with a separate reservation, traveling in a child restraint system (e.g., a car seat) labeled as FAA-approved for air travel. The child restraint system must be provided by the accompanying Passenger or that Passenger's designee.

(d) Eastern will not transport infants of 7 days old or younger.

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2.4. Seats normally will be assigned by a Charterer or at the airport upon check-in. Eastern reserves the right to assign or re-assign seats at any time, even after Passengers board the aircraft. This may be necessary for operational, safety, regulatory, health, or security reasons. Eastern will make reasonable seating accommodations for Passengers with disabilities.

2.5. Charterers may arrange for special onboard services, such as religious or dietary meals, to be available to Passengers. Eastern will not, however, be liable for loss, expense, breach of contract or other damage should it, for any reason, be unable to supply such service. For operational reasons, Eastern does not guarantee the provision/availability of: in-flight entertainment equipment and advertised programs; special meals or any other type of meals; or other in-flight services.

2.6. By providing Eastern or a Charterer with personal information, Passengers authorize Eastern to retain such information, to use it to provide Passengers with transportation and related services and facilities, and to disclose it as required by Applicable Law, at government or law enforcement request, or in a good faith belief that disclosure is necessary or advisable.

3. Travel Documents

3.1. Eastern will only carry Passengers who are named in Travel Documents and who provide positive identification. Passengers generally will receive Travel Documents from a Charterer, which must be contacted to make any changes in the transportation shown thereon. The Travel Document may abbreviate Eastern's name to its airline designator code ("EE"), and Eastern's address shall be deemed to be the airport of departure indicated for the first flight segment.

3.2. Travel Documents are limited in the following ways. They are:

- (a) Valid only for transportation shown thereon that Eastern provides, from the airport of departure via any Agreed Stopping Places to the final destination.
- (b) Valid only if the underlying Charter Agreement is in force and the flight has not been cancelled pursuant to that agreement.
- (c) Valid only for the term and to the extent specified by a Charterer, except as otherwise provided in the Travel Document, these Conditions of Carriage, or applicable Tariffs (which may limit the validity of a Travel Document, in which case the limitation will be shown thereon).
- (d) Not valid if the flights mentioned therein are not used in the sequence provided as, for example, where a Passenger begins a journey at any Agreed Stopping Place.
- (e) Not valid if a Passenger fails to board the aircraft prior to the departure of any flight for which a Travel Document has been issued.
- (f) Not transferable to another individual.
- (g) Not endorsable to any other airline for transportation.

3.3. A Travel Document will be accepted for transportation in a single seat in the class of service on the date and flight for which space has been reserved. Passengers who are unable to fit into a single seat in the assigned cabin, to properly buckle the seatbelt using a single seatbelt extender or to put the seat's armrests down when seated, must obtain an additional seat from a Charterer.

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4. Passengers with Disabilities

4.1. Eastern seeks to provide Passengers with disabilities dignified, professional, and courteous service at all times. For purposes of these Conditions of Carriage, Passengers with disabilities are those who have: a physical or mental impairment that, on a permanent or temporary basis, substantially limits one or more major life activities; have a record of such an impairment; or are regarded as having such an impairment. The U.S. Air Carrier Access Act and implementing regulations, 14 C.F.R. Part 382, further define this term.

4.2. Passengers with a disability who require any special assistance should inform a Charterer or its agent at the time of booking so Eastern has adequate time to make appropriate arrangements. To receive the following services and accommodations, Passengers must provide at least 48 hours' advance notice, and check in one hour before the general public:

- (a) Authorization to use a self-powered ventilator, respirator, CPAP machine or FAA-approved portable oxygen concentrator that meets applicable FAA requirements for medical portable electronic devices and is so labeled, provided that the device is stowed and used in the passenger cabin consistent with applicable government regulations;
- (b) Provision of hazardous materials packaging for batteries or other assistive devices that are required to have such packaging;
- (c) Accommodation for a group of ten or more qualified individuals with a disability who make reservations and travel as a group;
- (d) Transportation of an emotional support or psychiatric service animal in the cabin;
- (e) Transportation of a service animal on a flight scheduled to take eight (8) hours or more; or
- (f) Accommodation of a Passenger who has both severe vision and hearing impairments.

4.3. Eastern may require that a Passenger with a disability travel with an attendant if it is essential for safety and: (i) because of a mental disability, the Passenger is unable to comprehend or respond appropriately to safety instructions from carrier personnel; (ii) the Passenger has a mobility impairment so severe that the Passenger is unable to physically assist in the Passenger's own evacuation of the aircraft; or (iii) the Passenger has both severe hearing and severe visual impairments, and cannot establish some means of communication with carrier personnel that is adequate both to permit transmission of a safety briefing and to assist in the Passenger's own evacuation of the aircraft.

4.4. Eastern blocks a limited number of seats on each aircraft to accommodate Passengers who identify themselves as having a qualified disability. Adjacent seats are provided, under certain circumstances, for Passengers with disabilities who must travel with a companion for assistance.

4.5. Eastern accepts motorized and non-motorized assistive devices for transport. When necessary, Eastern will disassemble and reassemble wheelchairs or assistive devices for Passengers with Disabilities when they travel.

- (a) Eastern provide storage for one Passenger's collapsible, manual wheelchair in the cabin of each aircraft on a first-come, first served basis and with priority over carry-on Baggage belonging to other Passengers who board at the same city, provided the Passenger follows the pre-boarding procedure. In-cabin stowage space for assistive devices cannot be pre-reserved, but Eastern accept carry-on wheelchairs, provided they collapse to fit in an overhead bin or under a seat.

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(b) Non-collapsible wheelchairs/scooters are accepted as Checked Baggage, and these items can be checked at the main ticket counter or the departure gate.

(c) Assistive devices approved for cabin transport do not count towards the combined number of Checked and Unchecked Baggage items a Passenger is allowed free of charge, nor do they count towards the limit on carry-on items that may be brought on board.

4.6. Pre-boarding assistance will be provided to Passengers with a disability upon request, allowing them the opportunity to be seated prior to general boarding. A special aisle chair is available to assist if a Passenger is unable to walk, and Eastern's aircraft are equipped with specially designed seats that feature moveable aisle armrests to help make seating easier.

4.7. At airports Eastern serves, trained complaint resolution officials ("CROs") are available during Eastern operating hours to respond to complaints. A corporate complaint resolution official is available to assist these airport personnel 24 hours per day, seven days per week.

4.8. Medical oxygen, stretcher, and incubator services are not available on Eastern aircraft.

5. Right to Refuse Transportation

5.1. In the reasonable exercise of its discretion, Eastern may refuse to carry a Passenger or Baggage (even with a valid Travel Document or boarding pass) if Eastern has notified the Passenger in writing that it would not at any time after the date of such notice carry the Passenger on its flights.

Eastern may also refuse to carry a Passenger or his or her Baggage if one or more of the following has occurred, or if Eastern reasonably believes it may occur:

- (a) such action is necessary in order to comply with Applicable Law;
- (b) the Passenger refuses Eastern's requests for information, including information required by governments;
- (c) the Passenger is barefoot or inadequately or improperly clothed;
- (d) the Passenger has a communicable disease or infection that poses a direct threat to the health or safety of others;
- (e) unless a suitable medical certificate is provided, the Passenger's medical condition is such that there is reasonable doubt that the Passenger can complete the flight safely without requiring extraordinary medical assistance during the flight;
- (f) the mental or physical state (including impairment from alcohol or drugs, disorderly, abusive, or violent conduct, or malodorous condition) of a Passenger presents a safety or health hazard or risk to the Passenger or other Passengers, to crew, or to property or may materially affect the comfort of other Passengers or crew (however, Eastern will make reasonable accommodations for Passengers with disabilities in accordance with Applicable Law);
- (g) the Passenger has refused to submit to a security check, fails to provide satisfactory answers to security questions at check-in or at the boarding gate, fails a security profiling assessment/analysis, or tampers with or removes any security seals on Baggage or a boarding pass;
- (h) a Travel Document is presented that: has been acquired unlawfully; has been purchased from an entity other than a Charterer its agent or has been reported as being lost or stolen; is counterfeit; or bears a name other than that of the person presenting it;

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- (i) the Passenger is a prisoner (traveling with or without restraints) or otherwise escorted by law enforcement personnel;
- (j) the Passenger fails to comply with the Travel Document requirements set forth above or presents a Travel Document that Eastern, a Charterer, or its agent did not issue or alter;
- (k) the Passenger fails to observe Eastern's instructions with respect to safety or security; or
- (l) the Passenger has previously committed one of the acts or omissions referred to above.

5.2. If Eastern has, in the exercise of reasonable discretion, refused to carry a Passenger or removed the Passenger en route, for any of the reasons listed in subsection 5.1, then Eastern cancel any remaining unused portion of the Travel Document; the Passenger will not be entitled to further carriage or to compensation for any consequential loss or damage alleged due to any such refusal to carry or removal en route. Further, Eastern may require that the Passenger indemnify it in full against any losses arising out of such behavior, conduct or condition and such refusal or removal, including Eastern's costs of diverting the flight and costs incurred in respect of death, injury, loss, damage or delay to other persons or to property.

5.3. If Eastern believes that the aircraft weight limitation or seating capacity would otherwise be exceeded, Eastern will decide in its reasonable discretion, and subject to these Conditions of Carriage and any Applicable Law, which Passengers or articles shall be carried.

5.4. Eastern will not be responsible for, nor have any liability in respect of, items removed from Baggage by airport security personnel acting in accordance with international or government regulations, whether or not any such items are subsequently retained or destroyed by such airport security personnel, or are passed by such airport security personnel to Eastern.

6. Check-In and Boarding

6.1. Eastern sets a "CHECK-IN DEADLINE" for each flight. In order to board the aircraft, Passengers must complete check-in and receive a boarding pass no later than the Check-in Deadline and complete government formalities or other departure procedures so as to arrive at the gate not later than a time Eastern or a Charterer specify. Eastern may refuse to carry a Passenger, or allow a Passenger to board, if the Passenger does not meet the Check-In Deadline or arrive at the gate at the time specified.

6.2. Unless otherwise specified in a Travel Document, check-in opens two (2) hours before estimated/scheduled time of departure ("ETD") for departures from the United States, and the Check-in Deadline is one (1) hour before ETD. For departures from outside the United States, check-in opens four (4) hours before ETD and the Check-in Deadline is two (2) hours before ETD.

6.3. Passengers must be present at the designated boarding gate for the flight not later than the time Eastern specifies when checking in. Eastern may cancel the reservations of Passengers who fail to arrive at the boarding gate in time or who fail to present required documents.

6.4. Eastern will not be liable for any loss or expense suffered by a Passenger who fails to meet Check-in Deadlines, to appear for check-in on time, or to be at the boarding gate on time.

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7. Schedules; Delayed and Canceled Flights

7.1. Eastern will endeavor to carry Passengers and Baggage with reasonable dispatch, but times shown in timetables, Travel Documents, and elsewhere are not guaranteed.

(a) The scheduled flight time in effect at the time when a flight is booked will be shown on the Travel Document. It is possible Eastern may need to change the scheduled flight time subsequent to issuance of a Travel Document. If contact information is provided, Eastern, a Charterer, or an agent of either will endeavor to notify the Passenger of such changes.

(b) The flight times shown in timetables may change between the date of publication and the date of travel. Eastern does not guarantee them. Eastern is not responsible or liable for making connections.

7.2. Eastern will take all appropriate measures in an attempt to avoid delay in carrying Passengers and Baggage. In the exercise of these measures and in order to prevent a flight cancellation, in exceptional circumstances, Eastern may arrange for a flight to be operated on its behalf by an alternative carrier and/or aircraft. Nonetheless, Eastern may, without notice and for any reason, cancel, terminate, divert, postpone or delay any flight or the right of carriage or reservation of traffic accommodations without any liability except as otherwise provided in section 11 or in Applicable Law.

7.3. Eastern has a separate Contingency Plan for Lengthy Tarmac Delays available on its website.

7.4. Unless otherwise provided under a Charter Agreement, Eastern is under no obligation to provide any compensation, amenities, or benefits to Passengers in the event of delayed or cancelled flights.

8. Conduct Aboard Aircraft

8.1. If, in Eastern's opinion, a Passenger endangers the aircraft or any person or property on board, obstructs the crew in the performance of their duties, fails to comply with any instruction of the crew (including but not limited to those with respect to sitting down and fastening a seatbelt, smoking, alcohol or drug consumption), or behaves in a manner which causes discomfort, inconvenience, damage or injury to other Passengers or the crew, Eastern may take such measures as Eastern deems reasonably necessary to prevent continuation of such conduct, including restraint. Passengers who conduct themselves in a manner described in this section may be disembarked, refused onward carriage at any point, and prosecuted under criminal law and will be required to indemnify Eastern for all claims or losses, including, but not limited to, all costs arising from the diversion of the aircraft for the purpose of offloading the Passenger and all losses suffered or incurred by Eastern, its agents, employees, independent contractors, Passengers and any third party in respect of death, injury, loss, damage, or delay to other persons or to property, arising from the misconduct.

8.2. Passengers are not allowed to consume alcohol aboard Eastern's aircraft (whether purchased as duty free from Eastern or someone else or otherwise obtained) unless Eastern has served it. Eastern has the right, at any time for any reason, to refuse to serve alcohol or to withdraw alcohol which has been served.

8.3. Smoking is prohibited on Eastern's Flights. Federal law prohibits tampering with, disabling, or destroying any smoke detector installed in an aircraft lavatory.

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8.4. Certain portable electronic devices are prohibited for safety or legal reasons aboard Eastern aircraft, and Eastern may forbid or limit their operation aboard the aircraft. This covers electronic equipment including, but not limited to, cellular telephones, laptop computers, portable recorders, portable radios, MP3, cassette and CD players, electronic games, laser products, or transmitting devices including remote or radio controlled toys and walkie-talkies. Passengers must not use these items when Eastern has announced that they are not permitted to be used. Operation of hearing aids and heart pacemakers is permitted. If a Passenger fails to comply with these requirements, Eastern may retain such electronic devices until the termination of the flight or until such other time as Eastern considers appropriate.

9. Baggage

9.1. Definitions. "BAGGAGE" means personal property that accompanies a Passenger in connection with a trip and that is necessary or appropriate for wear, use, comfort, or convenience in connection with that trip. Unless otherwise specified, it includes both Checked and Unchecked Baggage. "CHECKED BAGGAGE" means Baggage of which Eastern takes sole custody and for which Eastern has issued a Baggage Identification Tag. "UNCHECKED BAGGAGE" means any Baggage other than Checked Baggage, including all items brought into the aircraft cabin. "BAGGAGE IDENTIFICATION TAG" means a document issued to identify each piece of Checked Baggage.

9.2. Eastern will carry some Baggage without additional charges. The free Baggage allowance is shown on Travel Documents and is based on the following limits:

Checked Baggage: Maximum 2 pieces. No article carried as part of a free Checked Baggage allowance may exceed 50 pounds/23kg or have outside dimensions of more than 62 linear inches (length + height + depth).

Unchecked Baggage: One piece of carry-on Baggage that can fit under a seat, has maximum outside dimensions of 56 linear inches (length + height + depth), weighs no more than 40 pounds/18kg, and will not endanger the safety of the flight or interfere with the safety or comfort of other Passengers. The following articles may also be brought aboard: one personal item such as a purse, briefcase, or laptop; outer garments; an FAA-approved child safety seat for each child Passenger; and assistive devices for Passengers with a disability. A violin, guitar, or other small musical instrument may also be carried aboard if it can be stowed safely in a suitable baggage compartment or under a passenger seat and there is space for such stowage at the time the Passenger boards the aircraft.

9.3. Eastern will carry as Baggage large musical instruments that exceed the free allowance in section 9.2 above under the following conditions:

A Passenger may purchase an additional seat for a large musical instrument and carry it onboard as Unchecked Baggage if: it is contained in a case or covered so as to avoid injury to other passengers; it weighs less than 165 pounds/75kg or the applicable weight restriction for the aircraft; it can be stowed properly in the cabin; and neither the instrument nor the case contains any object not otherwise permitted to be carried in the cabin because of Applicable Law.

Eastern will carry, subject to the fees in section 9.4 below, as Checked Baggage a musical instrument that is the property of a Passenger if the instrument with case: does not have outside dimensions of

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more than 150 linear inches (length + height + depth); does not weigh more than 165 pounds/75kg; and does not exceed applicable size, weight, or stowage restrictions for the aircraft.

9.4. Eastern may refuse to carry items that exceed the allowances described above for any reason. If Eastern does accept such items, they may be subject to additional charges. Eastern may offload excess Baggage from the aircraft to accommodate items included in another Passenger's free allowance or for any other reason; Eastern also may elect to transport excess Baggage on a subsequent flight rather than on the Passenger's flight. Acceptance of any such items shall be subject to the following limitations: Excess Baggage: maximum of four (4) pieces per Passenger, with a charge payable to Eastern of \$25 per piece of excess baggage.

Overweight Baggage: maximum of 100 pounds/45kg per piece, with a charge payable to Eastern of \$75. Embargoes: Excess, Overweight, and/or Oversized Baggage may not be accepted on flights to/from certain cities during certain specified dates. Contact Eastern for details.

Unless advance arrangements for its carriage have been made, Eastern may carry on later flights Baggage which is in excess of the applicable free allowance.

9.5. The following items are unacceptable as Baggage, and Passengers must not include them in Baggage:

- (a) Items which do not constitute Baggage as defined in these Conditions of Carriage.
- (b) Items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air, the International Air Transport Association (IATA) Dangerous Goods Regulations, or applicable hazardous materials laws.
- (c) Items, the carriage of which is prohibited by Applicable Law;
- (d) Items which Eastern reasonably considers to be unsuitable for carriage because they are dangerous or unsafe, because of their weight, size, shape or character, or because they are fragile, perishable, or highly valuable and are not accepted by Eastern pursuant to subsections 9.7 and 9.8.
- (e) Firearms and ammunition other than for hunting and sporting purposes. Firearms and ammunition for hunting and sporting purposes may be accepted only as Checked Baggage; firearms must be unloaded, with the safety catch on, and suitably packed. Carriage of ammunition is subject to ICAO and IATA regulations and may be subject to applicable government regulation.
- (f) Weapons such as antique firearms, swords, knives and similar items, except when accepted, at Eastern's discretion, as Checked Baggage.
- (g) Items that are not properly and securely packed in suitable containers.

9.6. Eastern will refuse to carry as Baggage the items described in section 9.5, and Eastern may refuse further carriage of any such items upon discovery. Eastern may refuse to carry as Baggage any item because of its size, shape, weight, contents, or character, or for safety or operational reasons, or for the comfort and convenience of other Passengers. Eastern may refuse to accept Baggage for carriage unless it is properly packed in suitable containers. If, despite being prohibited, any items referred to in section 9.5 are included in Baggage, Eastern shall not be responsible for any loss or damage to such items to the extent permitted by Applicable Law.

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9.7. Fragile and perishable items must be identified at time of check-in. If properly packed, Eastern may elect to accept such items as Baggage, but such acceptance is within Eastern's sole discretion. These items include, but are not limited to the following: art and artistic items; electronic and mechanical items; glassware and china; musical instruments and equipment; photographic and cinematographic equipment; jewelry; and perishable items such as fruits, vegetables, meats, fish, poultry, cut flowers, plants, and similar items of a perishable nature.

9.8. Eastern will not accept in Checked Baggage highly valuable items, including, without limitation, cash, cash equivalents, securities, negotiable instruments, irreplaceable documents, jewelry, silverware, precious metals, works of art and any other items that cannot easily be replaced if lost or damaged.

9.9. Eastern will only carry pet animals (other than service animals described above) at its sole discretion; Eastern intends to limit the number of animals it carries and may decline to accept an animal for any reason. If Eastern agrees to carry an animal, a Passenger must:

- (a) Make a reservation for the animal at least 72 hours prior to scheduled flight departure.
- (b) Ensure that animals are properly crated, accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of entry or transit, failing which such animals will not be accepted for carriage. Eastern will have no liability in respect of any such animal not having all of the necessary exit, entry, health and other documents with respect to the animal's entry into or passage through any country, state or territory.
- (c) Pay excess Baggage charges for the animal, together with its container and food; these shall not be included in the free Baggage allowance.

9.10. Passengers are prohibited from accepting parcels, materials or items of any kind from third parties for transportation on flights, whether as Checked Baggage, Unchecked Baggage or otherwise. If Eastern observes a Passenger receiving such an item from a third party, Eastern is required to report the Passenger to security officials and the Transportation Security Administration. Eastern has the right in its sole discretion to deny a Passenger boarding for failure to comply with this requirement.

9.11. Eastern will not be liable for Damage to Baggage resulting from the inherent defect, quality or vice of the Baggage or for fair wear and tear of Baggage resulting from the usual and normal rigors of transportation by air. Further, Eastern will not be liable for injury to you or for Damage to your Baggage caused by property contained in your Baggage. You are responsible for any damage caused by you or your Baggage to other people and their property, and you shall indemnify Eastern for all losses and expenses incurred as a result thereof.

9.12. Checked Baggage must be delivered to Eastern no later than the check-in deadlines set in section 6 above. When each piece of Checked Baggage is timely delivered to Eastern, Eastern will take custody of it and issue a Baggage Identification Tag. Checked Baggage must have the Passenger's name or other personal identification affixed to it, and whenever possible, Eastern will carry it on the same aircraft, unless Eastern decide for safety, security, or operational reasons to carry it on an alternative flight. If Checked Baggage is carried on a subsequent flight Eastern will deliver it to the Passenger unless Applicable Law requires the Passenger to be present for customs clearance.

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9.13. For reasons of safety and security Eastern may request that Passengers permit a search and scan of the Passenger and a search, scan or x-ray of Baggage; Passengers and Baggage are subject to inspection with an electronic detector with or without consent or knowledge. Baggage may be searched in a Passenger's absence for the purpose of determining whether the Passenger possesses, or Baggage contains, any item described in section 9.5. Eastern may refuse to carry Passengers unwilling to comply with such requests or their Baggage. In the event a search, x-ray, or scan causes Damage to a Passenger or Baggage, Eastern shall not be liable for such Damage unless due to Eastern's fault or negligence. This right of search imposes no obligation on Eastern, nor does it constitute an express or implied agreement to carry items within Baggage which would otherwise be precluded from carriage.

9.14. Passengers must collect Checked Baggage as soon as it is made available at the destination.

(a) Passengers may be responsible for a storage fee if they do not collect Checked Baggage within a reasonable time, and if it is not claimed within three (3) weeks from the time it is made available, Eastern may dispose of it without any liability or notice.

(b) Only the bearer of a Baggage Identification Tag is entitled to delivery of Checked Baggage. If a person claiming the Baggage is unable to identify the Baggage by means of a Baggage Identification Tag, Eastern will deliver the Baggage to such person only if he or she establishes to Eastern's satisfaction his or her right to the Baggage.

(c) Acceptance of Baggage by the bearer of the Baggage Identification Tag without complaint at the time of delivery shall constitute sufficient evidence that the has been delivered in good condition and in accordance with these Conditions of Carriage.

9.15. For travel wholly within the United States (see section 11 for other travel), the following limitations on Eastern's liability for loss of, damage to, or delay in the delivery of Baggage apply:

(a) Eastern's liability, except for wheelchairs, mobility aids, and assistive devices used by a Qualified Individual with a Disability, is limited to the proven amount of damage or loss, but in no event shall be greater than \$3,400 (\$3,500 effective August 25, 2015) per Passenger pursuant to 14 CFR § 254.4 except as provided by paragraph (b). Eastern will compensate the Passenger for reasonable, documented damages incurred as a direct result of the loss of, damage to, or substantially delayed delivery of such Baggage up to the limit of liability, provided the Passenger has exercised reasonable efforts and good judgment to minimize the amount of damage. Actual value for reimbursement of lost or damaged property shall be determined by the documented original purchase price less depreciation for prior usage. Eastern does not assume liability for claims of missing or damaged articles if a Passenger's Checked Baggage is not damaged, delayed, or lost.

(b) Eastern assumes no responsibility and will not be liable for: (a) loss of or damage to personal property carried onboard an aircraft by a Passenger; or (b) highly valuable items described in section 9.8 whether in Checked Baggage, Unchecked Baggage, or otherwise.

(c) Eastern will not entertain a Baggage claim unless Passenger completes the following steps:

(i) notify Eastern of the claim and receive a Baggage report number not later than four hours after either arrival of the flight on which the loss, damage, or delay is alleged to have occurred or receipt of the Baggage, whichever is applicable to the claim;

(ii) submit, not later than 21 days after the occurrence of the event giving rise to the claim, either a completed Lost/Delayed Report Receipt form provided by Eastern or written correspondence that includes the Baggage report number to the Carrier; and

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(iii) in the case of lost Baggage, submit a completed Property Loss Claim form to Eastern within 30 days after the form is issued by Eastern upon receipt of written notice of the claim under paragraph (d)(ii) above.

10. Special International Travel Requirements

10.1. Passengers must check the relevant exit requirements for any country they leave and entry requirements for any country they will visit. They must present to Eastern all required passport, visas, health certificates and other documents needed for the journey. Passengers also must obey Applicable Law. Eastern will not be liable to a Passenger who: (i) does not have the necessary passports, visas, health certificates and other similar documents; (ii) has invalid or out-of-date documents; or (iii) has not obeyed all Applicable Law.

10.2. Prior to travel, Passengers must present to Eastern all exit, entry, health and other documents including passports and visas required by the countries concerned. Eastern may refuse carriage for failure to comply with these requirements or if such documents do not appear to be in order.

10.3. If a Passenger is denied entry into any country, Eastern will not be responsible to pay the cost of transporting the Passenger from that country or to pay or deposit any fine or penalty or to incur any expenditure by reason of the failure to comply with Applicable Law or travel requirements of the countries concerned or to produce the required documents.

10.4. If required, Passengers shall attend inspection of Baggage by customs or other government officials. Eastern is not liable for any loss or damage suffered in the course of such inspection or through a failure to comply with this requirement.

11. Liability and Claims in International Travel

For the purposes of international carriage governed by the Montreal Convention or the Warsaw Convention, whichever may apply, the liability rules set out in the applicable Convention as implemented by this section 11 are fully incorporated by reference in these Conditions of Carriage and shall supersede any other provisions which may be inconsistent with those rules.

11.1. Definitions.

“SPECIAL DRAWING RIGHT” or “SDR” means the widely-recognized international unit of account created by the International Monetary Fund and based upon the values of several leading currencies. The currency values of the SDR fluctuate and are re-calculated each banking day.

“AGREED STOPPING PLACES” means those places, except the place of departure and the place of final destination, set forth in the Travel Document or shown in timetables as scheduled stopping places on a route as contractually agreed stopping places.

“WARSAW CONVENTION” means whichever of the following instruments are applicable: The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929; or the Warsaw Convention as amended at The Hague on 28 September 1955; or the Warsaw Convention as amended at The Hague and by Additional Protocol No. 4 of Montreal (1975).

“MONTREAL CONVENTION” means the Montreal Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Montreal, 28 May 1999.

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“DAYS” means calendar days, including all seven days of the week; provided that, for the purpose of notification, the day upon which notice is dispatched shall not be counted; and provided further that for purposes of determining duration of validity the day upon which the Travel Document is issued, or the flight commenced, shall not be counted.

11.2. Eastern (in this section, “the Carrier”) shall be liable under Article 17 of the Warsaw Convention or Montreal Convention, whichever may apply, for recoverable compensatory damages sustained in the case of death or bodily injury of a Passenger, as provided in the following subsections:

- (a) The Carrier shall not be able to exclude or limit its liability for damages not exceeding 113,100 Special Drawing Rights for each Passenger.
- (b) The Carrier shall not be liable for damages to the extent that they exceed 113,100 Special Drawing Rights for each Passenger if the Carrier proves that: (i) such damage was not due to the negligence or other wrongful act or omission of the Carrier or its servants or agents; or (ii) such damage was solely due to the negligence or other wrongful act or omission of a third party.
- (c) The Carrier reserves all other defenses and limitations available under the Warsaw Convention or the Montreal Convention, whichever may apply, to such claims including, but not limited to, the exoneration defense of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention, except that the Carrier shall not invoke Articles 20 and 22(1) of the Warsaw Convention in a manner inconsistent with subsections (a) and (b) hereof.
- (d) With respect to third parties, the Carrier reserves all rights of recourse against any other person, including without limitation, rights of contribution and indemnity.
- (e) The Carrier agrees that, subject to Applicable Law, recoverable compensatory damages for such claims may be determined by reference to the laws of the country of the domicile or country of permanent residence of the Passenger.

11.3. In cases of bodily injury or death subject to the Montreal Convention or Warsaw Convention, the Carrier shall make an advance payment where the Carrier determines it is necessary to meet the immediate economic needs of, and hardship suffered by, a Passenger as provided in the following subsections:

- (a) Unless a dispute arises over the identity of the person to whom an advance payment shall be made, the Carrier shall, without delay, make the advance payment to the Passenger in an amount or amounts determined by the Carrier in its sole discretion. In the event of death of a Passenger, the amount of the advance payment shall not be less than 16,000 Special Drawing Rights, which shall be paid to a representative of the Passenger's next of kin eligible to receive such advance payment as determined by the Carrier in its sole discretion.
- (b) The Carrier shall make the advance payment as an advance against the Carrier's liability under the Warsaw Convention, or the Montreal Convention, whichever may apply. An advance payment shall not constitute recognition of liability. An advance payment shall be offset against, or deducted from the payment of, any settlement or judgment with respect to any claim for compensation on behalf of the Passenger.
- (c) The Carrier, in making an advance payment, does not waive any rights, defenses, or limitations available under the Warsaw Convention, or the Montreal Convention, whichever may apply, to any claim, nor shall acceptance of an advance payment constitute a release of any claim, whatsoever, by any person.

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(d) The Carrier, in making an advance payment, preserves its right to seek contribution or indemnity from any other person for such payment, which shall not be deemed to be a voluntary contribution or contractual payment on the part of the Carrier.

(e) The Carrier may recover an advance payment from any person where it is proven that the Carrier is not liable for any damage sustained by the Passenger, or where it is proven that the person was not entitled to receive the payment, or where and to the extent that it is proven that the person who received the advance payment caused, or contributed to, the damage.

11.4 The Carrier shall be liable for damage occasioned by delay in the carriage of Passengers by air, as provided in the following subsections:

(a) The Carrier shall not be liable if it proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage, or that it was impossible for it or them to take such measures.

(b) Airport, air traffic control, security, and other facilities or personnel, whether public or private, not under the control and direction of the Carrier are not servants or agents of the Carrier, and the Carrier is not liable to the extent the delay is caused by these kinds of facilities or personnel.

(c) Damages occasioned by delay are subject to the terms, limitations and defenses set forth in the Warsaw Convention and the Montreal Convention, whichever may apply. They include foreseeable compensatory damages sustained by a Passenger and do not include mental injury damages.

(d) The Carrier reserves all defenses and limitations available under the Warsaw Convention or the Montreal Convention, whichever may apply to claims for damage occasioned by delay, including, but not limited to, the exoneration defense of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention. Under the Montreal Convention, the liability of the Carrier for damage caused by delay is limited to 4,694 Special Drawing Rights per Passenger. The limits of liability shall not apply in cases described in Article 25 of the Warsaw Convention or Article 22(5) of the Montreal Convention, whichever may apply.

11.5 The Carrier is liable for damages sustained in the case of destruction or loss of, damage to, or delay of Checked and Unchecked Baggage, as provided in the following subsections:

(a) Except as provided below, the liability of the Carrier is limited to 1,131 Special Drawing Rights for each Passenger in the case of destruction, loss, damage, or delay of Baggage, whether Checked or Unchecked, under the Warsaw Convention or the Montreal Convention, whichever may apply. Unless the Passenger proves otherwise: (i) all Baggage checked by a Passenger shall be considered to be the property of that Passenger; (ii) a particular piece of Baggage, Checked or Unchecked, shall not be considered to be the property of more than one Passenger; and (iii) Unchecked Baggage, including personal items, shall be considered to be the property of the Passenger in possession of the Baggage at the time of embarkation.

(b) If a Passenger makes, at the time Checked Baggage is handed to the Carrier, a special declaration of interest and has paid a supplementary sum, if applicable, the Carrier will be liable for destruction, loss, damage, or delay of such Checked Baggage in an amount not exceeding the declared amount, unless the Carrier proves that the declared amount is greater than the Passenger's actual interest in delivery at destination. The declared amount, and the Carrier's liability, shall not exceed the total amount of declaration permissible under the Carrier's

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regulations, inclusive of the limitation of subsection (a) hereof. In the case of transportation under the Warsaw Convention, no supplementary sum shall apply unless the declared amount exceeds 19 Special Drawing Rights per kilogram of the total recorded weight of the Checked Baggage at the time the Baggage is handed to the Carrier. Nevertheless, the Carrier may impose charges for pieces of Baggage in excess of any free allowance the Carrier may provide.

(c) In the case of Unchecked Baggage, the Carrier is liable only to the extent the damage resulted from its fault, or that of its servants or agents.

(d) The Carrier is not liable for destruction, loss, damage, or delay of Baggage not in the charge of the Carrier, including Baggage undergoing security inspections or measures not under the control and direction of the Carrier.

(e) The Carrier reserves all defenses and limitations available under the Warsaw Convention and the Montreal Convention, whichever may apply to such claims including, but not limited to, the defense of Article 20 of the Warsaw Convention and Article 19 of the Montreal Convention, and the exoneration defense of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention, except that the Carrier shall not invoke Article 22(2) and (3) of the Warsaw Convention in a manner inconsistent with subsection (a) hereof. The limits of liability shall not apply in cases described in Article 25 of the Warsaw Convention or Article 22(5) of the Montreal Convention, whichever may apply.

11.6 Under the Warsaw Convention and the Montreal Convention, whichever may apply, an action for damages must be brought within two years, and a complaint must be made to the Carrier within seven calendar days in the case of damage to Baggage, and 21 calendar days in the case of delay thereof.