

2019 FRAMEWORK AGREEMENT

This Framework Agreement is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between, NETJETS AVIATION, INC, collectively referred to herein as "NetJets," "NJA," the "Company," or the "Employer," and TEAMSTERS, AIRLINE DIVISION, LOCAL 284, hereinafter referred to as the "Union."

WHEREAS, the Union and the Company are parties to the 2015 Collective Bargaining Agreement ("2015 Agreement");

WHEREAS, the Union and the Company confirm that the 2015 Agreement remains acceptable to both parties without any changes, and they agree that neither party is obligated to consider any changes to the 2015 Agreement during its term, the Union and the Company nonetheless wish to voluntarily explore the possibility of mutually agreeable amendments to specific subsections of the 2015 Agreement for the benefit of operations and flight attendants;

WHEREAS, the Union and the Company will use their best efforts to reach agreements on amendments of the type described above; however, if they do not reach agreement on some or any amendments to the 2015 Agreement, it will not negatively impact the labor-management relationship, but instead the parties will consider the effort itself as an example of their mutual desire to work cooperatively toward common goals, and both parties will communicate this understanding to their constituencies;

WHEREAS, any amendments to the 2015 Agreement under this Framework Agreement are subject to Union membership ratification; and

NOW, THEREFORE, the parties agree as follows:

1. Negotiations pursuant to this Framework Agreement are voluntary and are not conducted under Section 6 of the Railway Labor Act. Nothing in this Framework Agreement will give rise to any right to serve a notice under Section 6 of the Railway Labor Act. The permitted subjects of bargaining are set forth in Attachment A of this Framework Agreement.
2. Proposals, counter-proposals, presentations, exhibits, notes, discussions and communications arising from or related to negotiations pursuant to this Framework Agreement are inadmissible in any grievance, System Board of Adjustment, arbitration or other legal proceeding. The aforementioned prohibition does not apply to proposals, counter-proposals, presentations, exhibits, notes, discussions or communications related to ratified amendments to the Agreement. The parties agree that their proposals during this negotiations process do not constitute an admission or waiver of any rights under, or any interpretation of, the 2015 Agreement.

3. The parties will conduct all discussions and negotiations in good faith and based on mutual respect.
4. The parties may agree to use non-traditional bargaining techniques, including but not limited to interest-based discussions, joint writing, small/subject matter expert working groups, joint studies, joint costing and joint analysis of proposals and counterproposals.
5. Section 18.6 of the 2015 Agreement applies to the Union representative releases, compensation and travel expenses for negotiations conducted pursuant to this Framework Agreement.
6. Meetings shall be held in Columbus, OH or another location chosen by mutual agreement of the parties.
7. Unless extended by the parties in writing negotiations pursuant this Framework Agreement shall end at 5:00 PM on July 12, 2019.
8. Tentative agreements shall not take effect unless ratified by the membership of the Union. Tentative agreements shall be presented and ratified as a single package and not on an individual Section or subsection basis, unless the parties agree otherwise. If the flight attendants do not ratify a proposed tentative agreement that is submitted to them for ratification, the 2015 Agreement shall remain in effect without change in accordance with its terms.
9. Negotiations conducted pursuant to this Framework Agreement are voluntary. Upon written notice, either party may terminate negotiations; provided, termination shall not affect a tentative agreement submitted to the flight attendants for ratification prior to the date the notice of termination is received by the other party. For purposes of this Paragraph, "submitted" means the date flight attendants may commence voting.
10. This Framework Agreement shall become effective on the date it is signed by the parties.

11. This Framework Agreement shall terminate on the earliest of the following: (a) thirty (30) days after a ratification vote by the membership of Union; (b) thirty (30) days after expiration of negotiations described in Paragraph 7; (c) the date a party receives written notice of termination in accordance with Paragraph 9; or (d) any other date mutually agreed to by the parties.

TEAMSTERS, AIRLINE/DIV., LOCAL 284

NETJETS AVIATION, INC.

By: Mark V. [Signature]

By: Brian Ferrell [Signature]

Its: President

Its: EVP and General Counsel

Date: MAY 3, 2019

Date: 5/8/2019

Attachment A

Permitted Subjects of Bargaining

1. Incentive Pay
2. Pay Scale Construction (role of seniority, fleet, cross-training, etc.)
3. Base Salary
4. Basing
5. Signing Bonus
6. Staffing and Ratios
7. Contract Duration
8. Buyout/Separation Program
9. Other subjects by mutual agreement

All amendments to the 2015 Agreement related to some or all of the permitted subjects of bargaining set forth above shall be by mutual agreement. In addition, the effective dates of all amendments and implementation rules shall be by mutual agreement.