HAWAIIAN ODYSSEY TOURS, INC. 1411 Fourth Avenue Bldg. Seattle 1, Washington November 1, 1961

Mr. Shields Craft Standard Airways Lockheed Air Terminal Burbank, California

Dear Mr. Craft:

Pursuant to our negotiations this letter shall be considered as setting forth the terms of the agreement between Standard Airways Inc. and Hawaiian Odyssey Tours, Inc.

Standard Airways agrees to schedule and operate roundtrip flights between Seattle and Portland and Honolulu, Hawaii
once every 14 days for the entire period that Odyssey is
Standard's general agent. The first such round-trip flight
departing Seattle and Portland on Friday evening December 22,
1961, and returning from Honolulu to Seattle and Portland
fifteen days later, and a flight departing Seattle, Washington,
Portland, Oregon to Honolulu each and every alternate friday
evening thereafter for the life of the agreement. All such
flights shall return to Seattle and Portland from Honolulu
fifteen days after the respective commencement.

Standard agrees that on all such flights it shall use an 81 passenger Lockheed Constellation or other suitable acceptable type aircraft and the service provided to the passengers on each flight shall be what is generally accepted as first-class service including, but not limited to, hot meals, and all such services shall be at Standard's expense. Standard agrees to assume responsibility for the handling of the passengers and baggage upon passenger arrival at any air terminal.

Standard shall exert every effort to avoid delay and to adhere to the established schedule; however, Standard shall not be responsible for delay or prevention of the completion of any flight arising from any of the following; riots, strike, walkouts, civil commotions, interference by any government authority, acts, of war, blockade, acts of God, fire, flood, fog, forst, ice, storms (including unusually severe weather conditions) epidemics, quarantines, requisition of the aircraft for cargo, breakdown or accident to the aircraft not resulting from the lack of due diligence, for any other cause beyond the control of the carrier. However, notwithstanding the foregoing, in the event of the inability of the carrier for any reason to perform or complete any flight, journey or service contemplated by this agreement, in accordance with the schedule, the carrier will provide adequate housing and meals for the delayed passengers, reasonable telephone and telegraphic communication necessary to inform their families of their situation, and the carrier shall be under a duty to provide substitue transportation of equal quality in

the event of the carrier's inability to perform any flight.

The parties agree that Standard may cancel any one-way portion of any round-trip flight scheduled when the net revenue to be received by Standard shall be less than \$5,516.10 for the one-way leg, or the net revenue to be received by Standard for a round-trip flight shall be less than \$11,032.20.

Should any part of this agreement violate any law or CAB regulation, that part of the agreement shall become null and void or should the implementation of any portion of the terms of this agreement violate any law or CAB regulation, both the carrier and agent agree to cease any such illegal or void implementation immediately.

STANDARD AIRWAYS, INC. Burbank, California

Seattle 1, Washington

by A Siel Eisenberg, President

date Morenber 1,1961

HAWAIIAN ODYSSEY TOURS, INC.

1411 Fourth Avenue Bldg.