

FLIGHTLINE

Aircraft Rental Agreement

426th Aero Squadron, LLC DBA FLIGHTLINE Aircraft Rental, an Alabama limited liability company, located at 240 Airport Road Pell City, Alabama 35128 ("FLIGHTLINE") agrees to rent certain aircraft owned by FLIGHTLINE as described on Schedule 1, which may be replaced by FLIGHTLINE from time to time (each an "Aircraft") to the undersigned ("Renter") who agrees to the following terms and conditions:

General Provisions

1. This Rental Agreement shall commence on the date hereof and shall continue in effect on a non-continuous non-exclusive basis for a period of one (1) year under the terms and conditions set forth herein. This Rental Agreement shall automatically renew for additional one (1) year periods unless, not fewer than thirty (30) days before expiration of the applicable term, either party notifies the other in writing that this Rental Agreement shall not be extended. Notwithstanding the foregoing, Renter may terminate this Rental Agreement at any time after the Aircraft has been returned by Renter to Home Base at the end of a rental period, and FLIGHTLINE may terminate this Rental Agreement immediately. The initial term and each extension shall be collectively referred to herein as the "Term."
2. Renter agrees to be responsible for the Aircraft and its operation at all times when in Renter's possession.
3. Renter agrees to comply with FLIGHTLINE's Rental Policies at all times the Aircraft is in the Renter's possession and further agrees that FLIGHTLINE may modify its Rental Policies at any time at its sole discretion.
4. Renter acknowledges and agrees that the Aircraft is the property of FLIGHTLINE and is hangared at the St. Clair County Airport in Pell City, AL ("Home Base").
5. Renter agrees that all Aircraft operations shall be conducted under FAR Part 91 and that Renter will observe and follow all FARs and of the insurance policies relating to the Aircraft.
6. During the time in which Renter possesses and uses the Aircraft, Renter shall act as PIC and maintain full "Operational Control" (as defined in 14 C.F.R. § 1.1, applicable case law and applicable Federal Aviation Administration ("FAA") chief counsel interpretation letters) of the Aircraft at all such times in full compliance with the FAA's federal aviation regulations (as found at 14 C.F.R. Parts 1-199, the "FAR"), including without limitation, any applicable rules, regulations, and requirements of the U.S. Department of Transportation, the FAA, and any other federal, state, local and foreign jurisdiction with jurisdiction over such operations. Renter shall not allow any other person to manipulate the controls at any time.
7. Renter will return the Aircraft to its Home Base at or before the originally scheduled time. Renter shall immediately notify FLIGHTLINE if delayed.
8. In the event the Aircraft is abandoned away from its home base, the Renter will be charged direct operating costs, including pilot expenses, plus flight time at double normal posted rates to return the Aircraft to the Home Base.
9. Renter hereby agrees and acknowledges that the Aircraft may be repossessed, at Renter's sole cost and without notice, if it is not returned at the scheduled time, is illegally parked, is operated in violation of any federal, state or local law or regulation, is operated outside the scope of this Rental Agreement or if Renter is otherwise in breach or default of this Rental Agreement.
10. Renter will perform a thorough preflight inspection before flight and fly only if the Aircraft is deemed by the Renter to be airworthy. As the party exerting Operational Control over the Aircraft for each flight Renter

conducts on the Aircraft during each Rental Agreement Period, Renter acknowledges its responsibility to ensure that the Aircraft is in the condition required under the FARs for each such flight as required under the FARs.

11. Renter will confirm the presence in the Aircraft of all required Aircraft documents (airworthiness certificate, registration, POH, and weight and balance) before flight and fly the Aircraft only if all documents are present. The documents are to remain with the Aircraft at all times.
12. Renter, at Renter's expense, is required to protect the Aircraft from weather or other adverse conditions. Renter agrees to properly secure the Aircraft after each flight and to secure hangar space indoors for the Aircraft during inclement weather at Renter's expense, when Aircraft is in Renter's possession and away from Home Base.
13. Renter shall notify FLIGHTLINE of any accident or incident involving the Aircraft immediately after occurrence or as soon as possible thereafter, which notification shall specify (i) the time, place and nature of the accident or incident and the resulting damage, (ii) the names and contact information of parties involved, persons injured, witnesses and owners of properties damaged and (iii) such other information as may be known. Renter shall advise FLIGHTLINE of all correspondence, papers, notices and documents whatsoever received by Renter in connection with any claim or demand involving or relating to the Aircraft or its operation, and shall aid in any investigation instituted by FLIGHTLINE and in the recovery of damages from third persons liable therefor.
14. Renter agrees that the Aircraft shall not be used or operated:
 - By any person other than the Renter.
 - For any illegal purposes.
 - In any race or speed contest.
 - For purposes of receiving instruction.
 - For the transport of passengers or property for compensation or hire.
 - For towing objects while on the ground or in flight.
 - When actual and forecasted local and enroute weather conditions are below VFR conditions (ceiling of at least 3,000 feet and visibility 5 miles or greater).
 - On any unpaved runway, unless in an emergency.
 - On any runway less than 3,000 feet in length, unless in an emergency.
 - Outside of the Continental United States.
15. Renter shall enter into the Aircraft's rental records the information regarding each of Renter's flights immediately after the completion of each flight.
16. Renter shall not in any way alter, modify or make additions or improvements to the Aircraft without prior written approval from FLIGHTLINE. All alterations, modifications, additions and improvements shall become the property of FLIGHTLINE and shall be subject to the terms of this Rental Agreement.
17. Renter agrees to notify FLIGHTLINE immediately if Renter becomes aware of any maintenance issues concerning the Aircraft.
18. Renter agrees not to tamper with, molest, or attempt to repair any parts of the Aircraft or its engine or components, but will contact FLIGHTLINE for directions upon encountering mechanical malfunctions. No repair authorizations will be made to the Aircraft without the express consent of a FLIGHTLINE representative. The method of payment for repairs will be determined by FLIGHTLINE. If the Renter initially pays for any repairs, FLIGHTLINE will reimburse Renter for actual and direct out of pocket cost of the repairs only to the extent repairs and costs are pre-authorized by FLIGHTLINE. Failure to receive consent will result in the Renter being responsible for the entirety of the maintenance bill.

19. FLIGHTLINE will not reimburse the Renter for any overtime charges, callout fees or any other after-hours charges made by any maintenance facility incurred by the Renter without the prior consent of FLIGHTLINE. Other expenses incurred by the Renter as a result of mechanical delay such as rental cars, hotel rooms, meals, airline fare, etc. will not be reimbursed.
20. Renter agrees to permit FLIGHTLINE or any authorized agent of FLIGHTLINE to inspect the Aircraft at any reasonable time while the Aircraft is in the Renter's possession, and agrees to furnish any information that FLIGHTLINE may reasonably request with respect to the Aircraft and Renter's use.
21. Renter shall not maintain, use, operate or store the Aircraft (i) in violation of any law, rule, regulation or order of any government or governmental authority having jurisdiction (domestic or foreign) over the Aircraft, (ii) in violation of any airworthiness certificate, license or registration relating to the Aircraft or its use or, (iii) in violation or breach of any representation or warranty made with respect to the insurance on the Aircraft required hereunder or any term or condition of such insurance policy or (iv) in a manner that modifies or impairs any existing warranties of the Aircraft. Renter agrees that, as between FLIGHTLINE and Renter, Renter will be responsible for any fines, penalties, or forfeitures occasioned solely by any such violation by Renter while Renter is operating the Aircraft under this Rental Agreement.
22. Renter will not carry persons or property on board the Aircraft for compensation or hire or otherwise conduct commercial operations of the Aircraft.
23. The Aircraft will not be operated or located in any area excluded from coverage by the terms of any applicable insurance maintained pursuant to the terms of this Rental Agreement.
24. Renter shall not directly or indirectly create, incur, assume or suffer to exist any lien on or with respect to the Aircraft. Renter will promptly, at its expense, take such action or any part thereof as may be necessary to discharge any such lien.
25. It is expressly understood and agreed that (i) this is a rental contract and (ii) Renter acquires no ownership or title in or to the Aircraft, including its engines, accessories and equipment rented pursuant to this Rental Agreement.

Scheduling/Cancellations/Squawks

1. Aircraft reservations, cancellations and squawk reports must be made online at:
<https://www.flightcircle.com/v1/#/schedule>
2. Cancellations must be made within 24 hours before the scheduled flight for any reason other than weather. Failure to cancel an aircraft reservation in a timely manner will result in a no-show fee of 1 hour aircraft rental time per day that the Aircraft was reserved.
3. Renter agrees to immediately report any observed deficiencies (squawks) regarding the Aircraft. Squawk reports should be as specific as possible and reflect exactly what was observed and under what conditions. If a squawk develops away from Home Base and the Renter is uncertain of the Aircraft's airworthiness, the Renter shall contact FLIGHTLINE for clarification.
4. During the Term, Aircraft availability is subject to (i) FLIGHTLINE's approval, (ii) use by any other renters which is scheduled prior to any use request made by Renter and (iii) scheduled or unscheduled maintenance or inspections. In addition, Renter must meet all eligibility requirements of the FLIGHTLINE software for scheduling a rental period for available Aircraft (e.g. current medical, current renter insurance, credit card on file, current balance, etc.).

Checkouts

1. A Renter checkout must be accomplished on each model of aircraft a Renter will be authorized to fly. A checkout typically has no predetermined flying time and is at the discretion of the FLIGHTLINE Certified Flight Instructor designated by FLIGHTLINE to conduct the checkout.
2. All checkouts will be signed off by a FLIGHTLINE Certified Flight Instructor and maintained in the Renter's file.
3. Flight time for checkouts will be charged at the posted rate for the Aircraft being used plus the FLIGHTLINE Certified Flight Instructor's current hourly rate.
4. It is FLIGHTLINE policy that all radios, systems, buttons and devices have to be fully understood before flying the Aircraft. This includes GPS, alternate vacuum, autopilot, circuit breakers, emergency gear handle, etc.
5. If a Renter has not flown a type of FLIGHTLINE Aircraft in the previous 90 days, a further checkout may be required at the discretion of the FLIGHTLINE Certified Flight Instructor.

Fuel, Oil and other Operating Expenses

1. All Aircraft are rented with fuel from FLIGHTLINE. Renter is responsible for returning the Aircraft with full fuel tanks at the completion of a rental. Renter shall fuel the Aircraft at the self-serve fueling location at the Aircraft Home Base utilizing the FLIGHTLINE Fuel Card kept in the Aircraft for the purpose. Failure of the Renter to return the Aircraft with full tanks will result in a \$100.00 service fee plus the cost of the fuel.
2. If Renter finds it necessary to purchase fuel or oil away from the Aircraft's Home Base, reimbursement may be requested by uploading purchase receipts to the aircraft reservation record at the completion of the rental. The date, aircraft tail number, quantity of fuel/oil purchased and customer name must be visible on the receipt. FLIGHTLINE shall only reimburse the costs of fuel or oil up to the current self-serve pricing at the Aircraft's Home Base at the time the reimbursement is requested. All reimbursement requests must be submitted within 48 hours of rental completion. Failure to do so will result in loss of reimbursement.
3. Renter shall log any oil added in the Aircraft Reservation Record.
4. Renter shall chock the Aircraft and not engage the parking brake when fueling. Master and magneto switches must be off when an Aircraft is being fueled. No one is to be allowed inside the Aircraft during fueling procedures at any time.
5. Renter shall be responsible for all other operating expenses incurred in connection with its use of the Aircraft, including, but not limited to: (i) airport fees, landing fees, ramp fees, parking fees, hangar rental fees at locations away from the Home Base, food service, rental cars, and any expenses incurred while away from Home Base; and (ii) all assessments, fines, penalties, levies, attachments and any other governmental charges on or arising out of Renter's use or operation of the Aircraft.
6. Renter shall be responsible for flight following, dispatch, communications, and weather planning of the Aircraft for Renter flights hereunder.

Aircraft Renters Insurance

1. Renter agrees to carry aircraft renters insurance coverage in the following minimum amounts covering the Aircraft:
 - a. \$500,000 Third Party Bodily/Property Damage Liability.
 - b. \$20,000.00 Physical Damage Coverage.
2. 426th Aero Squadron, LLC dba FLIGHTLINE shall be listed in the policy as an additional insured.

3. Upon request, Renter shall provide FLIGHTLINE with a certificate of insurance and a copy of the insurance policy, evidencing the coverages required by this section.
4. Renter shall meet all requirements of the aircraft renters insurance and any other insurance policy on the Aircraft.

Payment

1. Renter expressly acknowledges personal liability to pay FLIGHTLINE on demand for the following:
 - a. Flight Time charges computed at the applicable posted rates from departure until the Aircraft is returned to its Home Base calculated in hours and tenths of hours accumulated on the aircraft's Hobbs Meter and based on FLIGHTLINE's posted rates and daily minimums.
 - b. Flight time for checkouts at the posted rate for the Aircraft being used plus the FLIGHTLINE Certified Flight Instructor's current hourly rate.
 - c. Any loss or damage to the Aircraft, its engine, components, parts or equipment from any cause other than mechanical failures outside of the Renter's control during the rental period.
 - d. Any taxes, assessments, and charges imposed by any national, state, municipal or other public or airport authority relating to Renter's use or operation of the Aircraft.
 - e. Any and all fines, penalties, forfeitures, court costs and other expenses for parking fees, landing fees, facility fees or any other legal violations assessed against FLIGHTLINE, the Aircraft or Renter related to the Renter's use of the Aircraft.
 - f. All expenses incurred to recover an abandoned Aircraft due to weather or any other cause other than mechanical failure. Renter will be charged flight time and any other related expenses to return the Aircraft to Home Base.
2. All charges are due and payable at the completion of the rental period.
3. A current debit or credit card for the Renter must be retained on file.
4. Payments can be made using debit cards or VISA, MASTERCARD, DISCOVER, and AMERICAN EXPRESS credit cards. A 3.5% surcharge shall be added for all credit cards.
5. Security deposits may be required for extended off base rentals as determined by FLIGHTLINE in its sole discretion.

Termination For Default

Renter acknowledges and agrees that if Renter defaults in the performance of any of his/her obligations under this Rental Agreement, FLIGHTLINE, at its option, and without further notice, shall have the right to terminate this Rental Agreement and to repossess the Aircraft without being deemed guilty of trespass, breach of peace, or forcible entry and detainer, and Renter hereby expressly waives the service of any notice. Exercise by FLIGHTLINE of the rights specified above shall not prejudice FLIGHTLINE's right to pursue any other remedy in law or equity.

Governing Law/Venue

1. This Agreement shall be construed, performed and enforced in accordance with, and governed by the Laws of the State of Alabama.
2. Any legal action or proceeding with respect to this Agreement shall be brought in the Courts of the State of Alabama sitting in St. Clair County, Alabama, and by execution and delivery of this Agreement, FLIGHTLINE and Renter consent to the exclusive Jurisdiction of said Court and irrevocably waive any objection, including any objection to venue or based on the grounds of forum non conveniens. Further, Seller, Buyer and the Company agree that should any legal action or proceeding with Respect to this Agreement be brought, that the prevailing party in any such action shall be entitled to their reasonable attorneys' fees and costs.

Waiver Of Trial By Jury

Flightline and Renter, each hereby waive, to the fullest extent permitted by the laws of the state of Alabama, any right to trial by jury of any claim, demand, action, or cause of action (i) arising under this agreement or (ii) in any way connected with or related or incidental to the dealings of the parties hereto (including surviving members of the parties) in respect of this agreement or any of the transactions related hereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity, or otherwise. The parties to this agreement hereby agree and consent that any such claim, demand, action or cause of action shall be decided by court trial without a jury, and this agreement may be filed as a fully executed original, or copy of fully executed agreement, or original or copy of counterparts as written evidence of the consent of the parties hereto to the waiver of their right to trial by jury.

Force Majeure

Renter agrees that FLIGHTLINE shall not be liable for its failure to perform under this Rental Agreement, for any loss, injury, damage, or delay of any nature whatsoever resulting therefrom, caused by any Act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond FLIGHTLINE's reasonable control.

Disclaimer Of Warranties

THE AIRCRAFT IS LEASED UNDER THIS LEASE "AS IS." FLIGHTLINE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, AND RENTER HEREBY DISCLAIAMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WHATSOEVER AS TO THE TITLE, AIRWORTHINESS, VALUE, DESIGN, OPERATION, FITNESS, WORKMANSHIP, DESIGN, CONDITION, OR MERCHANTABILITY OF THE AIRCRAFT, ITS FITNESS FOR ANY PARTICULAR USE OR PURPOSE, AS TO THE QUALITY OR THE QUALITY OR CAPACITY OF THE MATERIALS IN OR WORKMANSHIP OF THE AIRCRAFT, AS TO THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE, AS TO THE ABSENCE OF ANY INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT, AS TO THE ABSENCE OF OBLIGATIONS BASED ON STRICT LIABILITY IN TORT, OR AS TO ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE AIRCRAFT. EXCEPT FOR THE WARRANTIES STATED HEREIN, RENTER AGREES THAT RENTER HAS NOT RELIED UPON ANY REPRESENTATION, EXPRESSED OR IMPLIED, BY FLIGHTLINE, OR ANYONE ACTING ON FLIGHTLINE'S BEHALF, WITH RESPECT TO THE PHYSICAL CONDITION, MERCHANTABILITY OR FITNESS OF THE AIRCRAFT FOR ANY PARTICULAR USE OR PURPOSE.

Indemnification

1. Renter agrees to release, indemnify, and hold FLIGHTLINE, its members, managers, officers, and employees harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims and judgments of any kind whatsoever, including all costs, attorney's fees, and expenses incidental thereto, including personal injury, death or property damage claims, arising or in any manner occasioned by the operation or use of the Aircraft during the time in which Renter possesses the Aircraft, arising out of or by reason of any breach, violation, or nonperformance by Renter of any covenant or condition of this Rental Agreement, or arising by any act or failure to act on the part of the Renter.
2. Renter hereby agrees that under no circumstances shall FLIGHTLINE be liable for incidental, punitive, indirect, consequential, special, or exemplary damages, whether in contract or in tort (including strict liability and negligence) for any reason, including, but not limited to, failure to provide the Aircraft to Renter, loss of revenue or anticipated profits or other damage related to the renting of the Aircraft under this Rental Agreement.

Taxes

1. Renter shall pay all taxes associated with Renter's use of the Aircraft and the rental of the Aircraft under this Rental Agreement, including, without limitation, those assessed on the payments hereunder, landing fees and any other taxes or fees which may be assessed against a specific flight by Renter.

2. Renter shall assist and cooperate with FLIGHTLINE in reporting and remitting to the appropriate taxing authority(ies) any sales or use taxes with respect to the Aircraft and this Rental Agreement, including executing, acknowledging and delivering such further instruments and documents, and taking all such further acts as may be requested by FLIGHTLINE, in connection with FLIGHTLINE complying with applicable sales and use tax requirements.

Assignment

Renter shall not assign this Rental Agreement or any interest in the Aircraft, or sublet the Aircraft, without the prior written consent of FLIGHTLINE.

Severability

If any part, term or provision of this Agreement is held to be illegal, in conflict with any law or otherwise invalid, the remaining portion or portions shall be considered severable and not be affected by such determination, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provisions held to be illegal or invalid.

Form Of Agreement

1. This Agreement may be executed in Counterparts, each of which shall be deemed an original, and all of which shall constitute the same agreement.
2. This Agreement and any amendments hereto, to the extent signed and delivered by means of a photographic, photostatic, facsimile or similar reproduction of such signed writing using a facsimile machine or electronic mail (email) shall be treated in all manner and respects as an original Agreement or amendment and shall be considered to have the same binding legal effect as if it were an original signed version thereof delivered in person.

Renter agrees to all terms and conditions as stated in this Aircraft Rental Agreement and further agrees that FLIGHTLINE can rescind this agreement at any time, for any reason, with or without cause.

For Renter

X _____

Printed Name

Date: _____

Street Address _____

City _____ State _____ Zip _____

Phone _____ E-Mail _____

For FLIGHTLINE

X _____

Printed Name

I.E. Newton, III Date: _____

Street Address 426 Rock Inn Estates Road

City Cropwell State AL Zip 35054

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