



MULTI-ENGINE AIRCRAFT RENTAL AGREEMENT ADDENDUM

THIS MULTI-ENGINE AIRCRAFT RENTAL AGREEMENT ADDENDUM (the "Agreement") is made and entered into this _____ day of _____, 2____ ("Effective Date") by and between Performance Aircraft Sales, Inc., d/b/a Performance Aircraft with its principal offices at 3431 Aviation Rd. Ste. 130, Lincoln, NE 68524 ("PERFORMANCE") and

_____, an individual whose address is

_____, _____, NE _____ ("PILOT").

PERFORMANCE operates a flight training school and owns and operates several aircrafts which may be rented to qualified and licensed pilots.

PILOT is or may become qualified to operate one or more of PERFORMANCE'S owned or leased aircrafts (collectively the "Aircraft"), and desires to lease the Aircraft from PERFORMANCE on the terms and conditions stated in this Agreement.

Therefore, in consideration of the above, the representations, warranties and covenants stated below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Aircraft. PILOT agrees to lease from PERFORMANCE, and PERFORMANCE agrees to lease to PILOT the Aircraft specifically identified on Exhibit "A" attached hereto and incorporated herein by this reference. PILOT assumes all responsibility and all liability during the Aircraft's operation.
2. Aircraft Rental Rate. PILOT agrees to pay PERFORMANCE for each hour of his/her use of the Aircraft or fraction thereof. PILOT's usage shall be recorded from the Aircraft's Hobbs meter. PILOT must keep a minimum of \$250 on a prepaid account with PERFORMANCE prior to leave of aircraft.

3. Certified Flight Instructor Day Rates. Certified Flight Instructors may have advertised day rates available for a PILOT to take advantage of. A day is defined as no more than 14 hours of duty and 8 hours of instruction given in a 24-hour period as regulated by the Federal Aviation Administration.
4. Payment Terms. PILOT shall complete and execute Exhibit "A" hereunder authorizing PERFORMANCE to charge PILOT's credit card for PILOT's use of the Aircraft and other services rendered. Upon returning the Aircraft to Lincoln Municipal Airport ("KLNK"), PILOT shall be billed based on the Aircraft's Hobbs meter subsequent to PILOT's use of the Aircraft and other services rendered. A receipt of the transaction will be made available to the PILOT.
5. Lawful Purpose. PILOT shall not operate or use the Aircraft for any unlawful purpose. The transport of hazardous or illegal substances is strictly prohibited. In PERFORMANCE's sole discretion, PERFORMANCE may terminate this Agreement if the Aircraft is operated for any apparent unlawful purpose, regardless if the purpose is later established as lawful.
6. Compliance with Laws; Operation of the Aircraft. PILOT shall operate the Aircraft in full compliance with the Federal Aviation Regulations ("FARs") and other laws, rules and regulations, and to comply with the Standard Operating Procedures of PERFORMANCE, a copy of which is attached hereto and incorporated herein this Agreement. PILOT shall be liable to PERFORMANCE for the loss of the Aircraft caused by the confiscation thereof by any public authority due to the illegal use thereof. The PILOT hereby assumes any and all risks and costs of fines associated with its operation of the Aircraft. Any proposed international flight shall be submitted for approval to PERFORMANCE at least ten (10) days prior to the planned departure and shall require the signed approval by PERFORMANCE management. Except for authorized and qualified PERFORMANCE personnel, only the PILOT shall operate the Aircraft.
7. Training. If the Aircraft is used for flight training, PILOT shall be instructed only by certified and current flight instructors employed by PERFORMANCE ("Certified Flight Instructor"). Unless a PERFORMANCE flight instructor has approved the PILOT for right seat operation of the Aircraft, PILOT shall operate the Aircraft only from the left front seat.
8. Student Pilots. In the event PILOT is training for a Private Pilot, Recreational Pilot or Sports Pilot certificate, PILOT shall not carry passengers, shall have written approval and necessary endorsement from his or her Certified Flight Instructor

to operate the Aircraft and shall make a full stop after landing the Aircraft, unless approved by the Certified Flight Instructor.

9. Scheduling Reservations. A part-time PILOT is restricted to scheduling no more than 40 hours with the Aircraft and Certified Flight Instructor. A full-time PILOT, as defined hereunder, is restricted to scheduling no more than 80 hours with the Aircraft and Certified Flight Instructor. A full-time PILOT is an individual that may operate an aircraft on any day of the week for at least 10 hours, during any time of day, and with only 24-hours advanced notice of schedule changes.

10. Late Shows or No-Shows. In the event PILOT is more than 15 minutes late for his or her scheduled time with the Aircraft, PERFORMANCE may lease the Aircraft to a third party and charge PILOT 10% of the scheduled Aircraft rate, multiplied by the length of reservation. In addition, if the PILOT was scheduled to fly with a PERFORMANCE Certified Flight Instructor during such time period, PERFORMANCE may also charge PILOT 50% of the scheduled PERFORMANCE Certified Flight Instructor rate, multiplied by the length of reservation.

11. Aircraft Hourly Minimums. Aircraft reservations with a length of less than 24-hours are not subject to minimums. Reservations greater than 24 hours in length are subject to a minimum number of rental hours billed per every full 24-hour reservation period.

12. No Smoking or Eating in the Aircraft. PILOT shall not and PILOT shall not allow his/her passengers, to smoke or eat in the Aircraft. The PILOT shall return the Aircraft to PERFORMANCE in at least as clean a condition as when PILOT checked out the Aircraft. In the event PERFORMANCE is required to clean the interior of the Aircraft after PILOT's use, PERFORMANCE may assess a cleaning fee of \$100.00.

13. Hangaring. In the event PILOT leaves the Aircraft overnight at an airport other than KLNK, the PILOT shall make every effort to secure overnight hangaring for the Aircraft. If such hangaring is not available, the PILOT shall ensure an adequate tie-down for the Aircraft with the control lock employed. The PILOT shall take similar measures in the event of adverse weather. PILOT is responsible for at all times for keeping passengers, himself or herself and the Aircraft safe from injury or damage due to adverse weather.

14. Fuel. Aircraft is rented on a "wet" basis, which includes the cost of fuel within the Aircraft rental rate. PERFORMANCE will reimburse the PILOT for off-base fuel

purchased by the PILOT, up to the current published Silverhawk Aviation per gallon price for 100LL fuel. PILOT must present an itemized receipt to receive reimbursement.

15. Fees at Other Airports. Except for Fuel, PILOT shall be solely responsible for the payment of all fees associated with landing, parking, tie-down, handling or any other fees incurred at any airport other than KLNK.

16. Unpaved Airports. PILOT shall not land or take-off from unpaved runways without prior permission of PERFORMANCE.

17. Stranded Aircraft. The PILOT must notify PERFORMANCE as soon as the Aircraft is known to be stranded. If the Aircraft is stranded within 75 miles of KLNK because of a mechanical issue only, then the PILOT is not responsible for transportation back to KLNK and PERFORMANCE will help arrange transportation back to KLNK. If the Aircraft becomes stranded within 75 miles of KLNK due to anything other than a mechanical issue or outside of 75 miles for any reason, including mechanical issues, the PILOT shall be fully responsible for any and all expenses incurred in transporting the Aircraft to KLNK, including but not limited to expenses for traveling to and from the location of the stranded Aircraft and labor. PILOT shall be invoiced for itemized expenses.

18. Accidents and Incidents. PILOT shall immediately report all accidents or incidents to PERFORMANCE, regardless of whether the PILOT deems them major or minor, immediately, along with any names and addresses of witnesses and involved parties. PILOT shall not allow the Aircraft to be moved unless expressly authorized by PERFORMANCE or proper authorities. PILOT will take all precautions to ensure that the Aircraft is protected from further loss or damage. PILOT will file all reports required by the Federal Aviation Administration and the National Transportation Safety Board.

19. Return of Aircraft to Performance. PILOT shall ensure the timely return of the Aircraft to PERFORMANCE, Late returns of 30 minutes or more are subject to a late return fee of \$100.00. PILOT shall return the Aircraft to PERFORMANCE in good repair, ordinary wear and tear resulting from proper use of the Aircraft excepted.

20. Maintenance. PERFORMANCE, at its own expense, shall maintain the Aircraft and keep it repaired to meet 14 C.F.R. Part 91 requirements. All maintenance discrepancies must be immediately reported to PERFORMANCE. All maintenance related action required away from PERFORMANCE's facilities in Lincoln, Nebraska shall require prior authorization from PERFORMANCE management.

21. Hull Insurance. PERFORMANCE, at its own expense, maintains hull insurance (e.g. physical damage insurance) on the Aircraft up to its estimated market value. The applicable insurance policy provides for a deductible of \$1,000.00 for all aircraft except a multi engine aircraft of which an applicable insurance policy provides for a deductible of \$1,000.00 not in motion and \$2,500.00 in motion. PILOT may be responsible for paying all loss or damage to the Aircraft. At a minimum, PILOT will be responsible to pay the above deductible amount if the Aircraft is damaged while in PILOT's care.

22. Liability Insurance. PERFORMANCE, at its own expense, maintains liability insurance for the operation of the Aircraft, up to a limit of \$1,000,000.00 per accident. The applicable insurance policy provides for a deductible of \$1,000.00 for all aircraft except a multi engine aircraft of which an applicable insurance policy provides for a deductible of \$1,000.00 not in motion and \$2,500.00 in motion. PILOT is responsible for payment of said deductible, damages exceeding the policy limits or for liability not covered by the policy. PILOT acknowledges such liability and his/her awareness of renter's insurance policies which may provide additional coverage.

23. Release; Indemnification. PILOT hereby releases, indemnifies and agrees to hold harmless PERFORMANCE, its parent, subsidiaries and affiliates and their officers, directors, shareholders, agents, servants and employees from and against any and all liabilities, claims, demands, suits, judgments, damages, losses, costs, liabilities and expenses (including reasonable legal expenses and attorneys' fees), known and unknown, which in any way relate to operation of the Aircraft or breach of this Agreement.

24. Pilot's Representation. By his/her operation of the Aircraft, the PILOT represents that he or she is current, by FAA rules, for the operation he or she is conducting and is qualified to operate the Aircraft.

25. Term and Termination. The term of this Agreement shall be indefinite, starting on the Effective Date. This Agreement may be amended in writing by both parties prior to becoming effective. Either party may terminate this Agreement by giving the other party thirty (30) days written notice. This Agreement may be terminated immediately without written notice upon the occurrence of any one or more of the following:

- (a) Failing to operate the Aircraft for a lawful purpose;
- (b) Violating the Federal Aviation Regulations and other laws, rules, and regulations;

- (c) Violating the Standard Operating Procedures of Performance;
- (d) Any late show or no-show of the Aircraft by the scheduled time with PERFORMANCE;
- (e) Any smoking or eating by any party in the Aircraft;
- (f) Landing or taking-off from any unpaved runway;
- (g) Abandoning the Aircraft in the event the Aircraft becomes stranded;
- (h) Returning the Aircraft in any condition other than good, in the sole discretion of PERFORMANCE;
- (i) Any material violation or breach by PILOT of any of the provisions hereof; or not other specifically set forth in this Section.

26. SOPs. PERFORMANCE maintains Standard Operating Procedures (SOPs) which may be modified from time to time. PILOT agrees to familiarize himself/herself and abide by the current SOPs and any changes thereto made and announced by PERFORMANCE management. It shall be PILOT's sole responsibility to remain current on updated SOPs. SOPs, as amended from time to time, are incorporated herein by this reference.

27. Entire Agreement. This Agreement is the entire agreement and full understanding between the parties and there are no other conditions, covenants, promises or understandings, oral or written, other than as set forth herein.

28. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Nebraska. The parties agree to jurisdiction over any claims related to this Agreement in a court of competent jurisdiction in either Lancaster or Douglas County, Nebraska.

29. Amendments. No amendment to or modification of any provision of this Agreement shall be binding upon either party unless in writing and signed by a duly authorized representative of each of the parties hereto. Neither the course of conduct between PILOT and PERFORMANCE nor trade usage shall modify or alter this Agreement.

30. Assignment. PILOT shall not assign its rights or obligations under this Agreement without the prior written consent of PERFORMANCE. Any attempt without such permission to assign any rights or delegate any duties or obligations, which arise under this Agreement, will be void.

31. Force Majeure. PERFORMANCE shall be relieved of its obligations hereunder in the event and to the extent that PERFORMANCE's performance is delayed,

prevented or otherwise adversely affected in any material way by any cause reasonably beyond PERFORMANCE's control, including but not limited to Force Majeure. For purposes of this Agreement, "**Force Majeure**" shall mean an act of God, strike or lockout or other labor dispute, unexpected crewmember unavailability, act of the public enemy, war (declared or undeclared), blockade, revolution, civil commotion, lightning, fire, storm, flood, earthquake, explosion, governmental restraint, embargo, weather, unexpected aircraft mechanical issues, and any other cause whether of the kind specifically enumerated above or otherwise, provided that in order for any of the foregoing to constitute Force Majeure, it must not be reasonably within the control of such party. For purposes of this Agreement "government restraint" as an instance of Force Majeure shall include, but not be limited to, Federal Aviation Administration interpretation, enforcement or other pronouncement in relation to subjects covered by or in any manner related to this Agreement that requires any modification or termination of this Agreement.

32. Invalidity. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, such provision shall be severed from this Agreement, and the remaining provisions hereof shall remain in full force and effect; provided, however, that in the event such severance shall cause this Agreement to fail of its essential purpose, PERFORMANCE may terminate this Agreement, in whole or in part, upon ten (10) days written notice to the other party.

33. Waivers. Failure or delay by PERFORMANCE to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition. No delay or failure by PERFORMANCE in exercising any right hereunder and no partial or single exercise thereof shall be deemed to constitute a waiver of such right or any other rights hereunder. Any consent by PERFORMANCE to any such waiver or breach of any expressed or implied term of this Agreement shall not constitute a consent or waiver or excuse of any subsequent breach.

34. Alternate Execution. In lieu of affixing my signature below, I may execute this agreement by clicking the "yes" box on the PERFORMANCE web-site and providing my assigned password with my submission. Such electronic execution of this Agreement shall have the same force and effect as though my signature were affixed below. Upon receipt of PILOT's electronic submission of his/her agreement with the terms of this Agreement, an authorized PERFORMANCE representative shall countersign this Agreement and maintain a copy thereof in PERFORMANCE's files. This Agreement may be executed in these counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Copied or facsimile signatures shall

be deemed originals. PILOT may request a copy at any time and PERFORMANCE may request that PILOT sign the printed copy of this Agreement at any time.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

“PILOT”	Performance Aircraft Sales, Inc. “PERFORMANCE”
(signature) _____	(signature) _____
(name) _____	(name) _____

EXHIBIT “A”
Performance Aircraft Payment Authorization Form

By signing this form, you authorize PERFORMANCE to charge your credit card as agreed to in the Agreement.

Please complete the information below.

I authorize PERFORMANCE to charge the credit card indicated below.

Name: _____

Phone: _____ Email: _____

CREDIT CARD

Name as it Appears on Card: _____ Credit Card Type: VISA or MasterCard

Credit Card #: _____ CVC#: _____ Exp. Date: _____

Billing Address: _____
