

Aviapool Head Office
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 sales@aviapool.com
 www.aviapool.com



RENTAL AGREEMENT

ADDRESS Sample Airline-MRO 123 Sample Street Anywhere, USA 99999 World	SHIP TO Sample Airline-MRO 123 Sample Street Anywhere, USA 99999 World	RENTAL # SO116291-2 DATE 2016-05-10
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SHIP DATE 2016-02-10	SHIP VIA K+N	CUST. PO PO12345	PAYMENT TERMS see below
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ITEM	AMOUNT
(rental) ABC12345 Sample Maintenance Tool - s/n ZZZZZ DAILY rental rate, 11 @ USD 250.00	2,750.00
Initial Term The initial Term of this rental shall commence on 2016-05-10 and end on 2016-05-20 "Agreement Term"	0.00
C of C We certify that this/these part(s) shipped to you conform(s) to all requirements of the Purchase Order. Each part on the above referenced Purchase Order is supplied as an original, new and unused item. The item(s) are supplied as an exact match to the quantity ordered. Our company maintains records which will prove these materials are sourced by the correct manufacturer, or wholesale source of the correct manufacturer. This part(s) was not subject to conditions of extreme stress, heat or environment. This part(s) have been inspected and have passed all quality standards established by the requirements of Aviation Tool Pooling LLC.	0.00
Collection and Return to address: Aviapool - contact Stefan Fletcher 7 Oaktree Place, Matford Exeter, Devon EX2 8WA UK ph +44 (0)2392 581338 (ext 902)	
Agreed Value Market value of rented item \$35,000 USD- see Terms and Conditions below for more detail.	
Security Deposit received from customer 1 @ USD 5,000.00	5,000.00
Admin charge re-inspection fee upon item return, 1 @ USD 250.00	250.00
	Subtotal: 8,000.00

Rental payment terms

Payment is due immediately with execution of this rental agreement/invoice for amount specified herewith; amounts incurred after initial term will be billed and immediately upon item return or at end of calendar month end (which ever is sooner)

Rental ST&C sec 1-7

0.00

Section 1: Description of Rented Equipment: per face of this invoice

Section 2: Acceptance; Delivery & Redelivery: By taking delivery of the Equipment, Customer warrants to Aviapool that (a) Aviapool has made no representations or warranties regarding the Equipment and its condition, (b) Customer has inspected the Equipment, (c) the Equipment is in satisfactory condition for Customer use, (d) Customer accepts All responsibility for any damage to or loss of the Equipment, however caused, or not caused and regardless if caused by negligence, acts or omissions, and (e) Customer, and not Aviapool, is responsible for All damage to any engine, aircraft or other property caused through the use of the Eqpt.

The Equipment will be delivered to customer ExWorks (Incoterms 2000 Edition) from an Aviapool designated facility, (described above by Aviapool or its assigns tender of lease equipment to a common carrier for shipment . At end of the Agreement Term , the equipment will be redelivered to Aviapool to such location as Aviapool and Customer mutually agree at Customer's cost.

Section 3: Agreement Term: per the face of this invoice: This Agreement shall commence on the shipment detailed above and shall end on the expected re-delivery date listed above. In the event the Customer fails to return any tool by the date agreed by the Parties at the start of the rental Period, AVIAPOOL reserves the right to increase the charge by 50% for the first seven days & by 100% thereafter. Section 4: Security Deposit: per the face of this invoice: All of Customer s interest in and to the Security Deposit payment or any other monies or assets held or possessed by AVIAPOOL are hereby pledged to AVIAPOOL, and Customer hereby grants a general lien on and a security interest in, any assets of Customer in the possession of AVIAPOOL as security for the performance of this Lease or to satisfy any obligation owed by Customer to AVIAPOOL under any agreement without liability for interest thereon to Customer.

Section 5: Agreed Value; Risk of Loss; Failure to Return: per the face of this invoice: All risk of loss of the Equipment passes to Customer upon delivery of the Equipment to Customer and shall remain with Customer until the Equipment is returned in accordance with this Agreement. If any of the Equipment is damaged or destroyed, then Customer shall pay Aviapool the Agreed Value for such Equipment. If any Equipment is not returned at the end of the Agreement Term (unless extended by Aviapool) at the Return Location, then Customer shall purchase such Equipment at a price equal to 200% of the Agreed Value (Unless other value is mutually agreed upon), which payment shall be immediately payable against which Aviapool may apply the Deposit.

Section 6: Insurance Requirements: At all times during this agreement CUSTOMER shall maintain in full force and effect policies of insurance protecting AVIAPOOL and the Equipment of AVIAPOOL providing: Comprehensive General Liability Insurance and/or Comprehensive Airline Liability Insurance and/or Comprehensive Aviation Insurance to cover the liability exposures of the CUSTOMER from any and all occurrences with limits of not less than US\$20,000,000 any one occurrence and in the aggregate with respect of Products and Personal Injury. Aviapool may require a certificate of insurance.

Section 7: Taxes: All sales, use, value added, and similar taxes and any customs, duties and similar charges (all of the foregoing collectively referred to as Taxes) arising from the transaction described in this Agreement shall be for the account of CUSTOMER. CUSTOMER shall indemnify AVIAPOOL for all such Taxes and charges against AVIAPOOL for which CUSTOMER is responsible under this provision, including AVIAPOOL s attorney s fees and costs of defending against such taxes and charges where necessitated as a result of CUSTOMER s failure to ensure timely payment of any such Taxes or charges.

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Section 8: Release and Indemnity: Customer hereby waives and releases and discharges, and agrees to indemnify, defend and hold harmless Aviapool and its members, managers, employees, lenders, lessors, agents, successors and assigns (the Indemnitees), in any and all capacities, from any and all Adverse Consequences (as defined below) of whatever nature, whether known or unknown, relating to or arising in connection with the Equipment, the use of the Equipment or the Lease, except to the extent arising from the gross negligence or willful misconduct of Aviapool. For purposes of this Lease, the term Adverse Consequences means any and all actions, suits, proceedings, hearings, investigations, charges, complaints, claims, demands, injunctions, judgments, orders, decrees, rulings, damages, dues, penalties, fines, costs, amounts paid in settlement, liabilities, obligations, taxes liens, losses, expenses, fee, court costs and reasonable attorneys fees and expenses.

WARRANTY DISCLAIMER; Limitation of Damages: AVIAPOOL EXPRESSLY DISCLAIMS AND MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, THE SELECTION, CAPACITY, AGE, AIRWORTHINESS, DESCRIPTION, CONFORMITY TO THE DESCRIPTION IN THIS LEASE, QUALITY, OR CONDITION. AVIAPOOL EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. AVIAPOOL SHALL IN NO EVENT BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, DIRECTLY OR INDIRECTLY CAUSED BY THE EQUIPMENT OR ANY INADEQUACY OR DEFECT OF THE EQUIPMENT, OR FOR ANY BREACH OF THIS LEASE BY AVIAPOOL.

Section 9: Default: The occurrence of any of the following shall constitute an event of default under this Lease (each an Event of Default): (a) Customer fails to make a payment due under this Lease within five days after the date such payment was due; (b) Customer fails to observe or perform any of its other obligations under this Lease and shall fail to cure the same within five days of written notice from Aviapool; (c) if Customer either temporarily or permanently discontinues business or sells substantially all of its assets; (d) if Customer shall (i) become insolvent, (ii) be generally not paying its debts as they become due, (iii) file or consent by answer or otherwise to the filing against it of, a petition of relief or reorganization or arrangement or any other petition in bankruptcy, for liquidation or to take advantage of any bankruptcy or insolvency law of any jurisdiction, (iv) make an assignment of the benefit of creditors, (v) the appointment of a custodian, receiver, trustee or other officer with similar powers over any substantial part of Customers property, or (vi) take corporate action for the purpose of any of the foregoing.

Rental ST&C Section 10+

Section 10: Remedies: Following an Event of Default, Aviapool may, in its sole discretion, elect to exercise one or more of the following remedies to the extent permitted by laws: (a) cure the Event of Default and recover from Customer all costs associated with such cure (including reasonable attorneys fees), including application of the Deposit; (b) proceed by appropriate court action or actions to enforce performance by Customer of this Lease and/or to recover damages and expenses (including reasonable attorneys fees) arising from the Event of Default; (c) cancel Customers right of possession of the Equipment and any and all leases between Customer and Aviapool; and (d) demand Customer, in which case Customer shall, return the Equipment immediately to Aviapool at the Return Location free of all rights and claims in the condition required by this Lease; or Aviapool and its agents may enter upon the premises where the Equipment is located (if permitted by law) and take immediate possession of and remove the Equipment by summary proceedings or otherwise, without liability of any kind to Customer arising from such repossession. Customer shall reimburse or pay Aviapool upon demand for all costs and expenses, including reasonable attorneys fees, incurred by Aviapool for enforcing its remedies under this Lease.

Section 11: No Assignment or Subleasing: Customer may not assign this Lease or any rights under this Lease and may not sublease the Equipment without the prior written consent of Aviapool, which Aviapool may grant or withhold in its sole discretion.

Section 12: Lesser Payment; Interest: Acceptance by Aviapool of a payment of less than the full amount due shall not be deemed a waiver of any default or release Customer from its obligation to pay all remaining amounts due. Any sum owed by Customer to Aviapool that is not received by Aviapool within five days of the due date shall begin to accrue interest at the rate of 12% per annum, or the highest legal rate, whichever is less, until paid.

Entire Agreement. This Lease constitutes the entire agreement between the parties regarding its subject matter and supersedes all previous and contemporaneous discussions, understandings, representations, communications or agreements. This Lease may only be amended by a written instrument signed by both parties. No provision in this Lease shall be construed against Aviapool as the drafter of this Lease.

Notices. All notices required by this Lease shall be in writing and shall be given (a) by personal delivery, (b) by first class certified mail, return receipt requested, or (c) by an overnight courier (i.e, Federal Express or UPS), to the partys address first set forth above, or at such other address as a party may give written notice of. Notices given by personal deliver shall be deemed delivered when given, if given by first class mail, then five days after deposit in the mail, and if by overnight courier, then the next business day.

Governing Law; Jurisdiction. This Lease shall be governed by the laws of the State of Michigan, USA. The parties consent to the jurisdiction of the courts of the State of Michigan, USA. In the event of any dispute under this Lease, the parties agree that all claims and causes of action shall be brought in the appropriate court for the State of Michigan in Kent County, Michigan or in the Federal Court for the Western District of Michigan.

Accepted by Customer

by:

0.00

Name, Title, Date

For acknowledgments headed "Proforma Invoice," we will need payment in advance.

You may pay via credit card up to \$5,000.00 USD, by obtaining a secure link email. Please just do a return email and ask for it.

Or via bank transfer for any amount:

Traditional Wires: Bank of America, Tampa FL 33622 USA: Swift code: BOFAUS3N; ABA routing nbr 0260009593; a/c number 22904 769 5013.

Domestic (USA) ACH direct payments: ABA routing number 063100277, a/c number 22904 769 5013

Thanks for your business!

Aviapool Sales Team

TOTAL

USD 8,000.00

Accepted By

Accepted Date