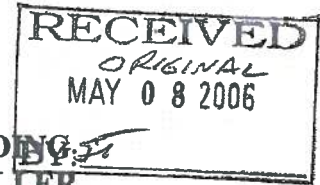


5/08/2006



**AGREEMENT FOR PILOT PROGRAM REGARDING  
INSTALLATION OF NOISE REDUCING PROPELLER**

WHEREAS, the Truckee Tahoe Airport District ("District") is an airport district organized and existing pursuant to Public Utilities Code Section 22001, and

WHEREAS, Soar Truckee, Inc. (hereafter "Soar Truckee") is a Delaware corporation, authorized to conduct business in the state of California, and

WHEREAS, Soar Truckee conducts tow glider operations at District from May 1 through October 15 under a lease agreement with the District and also leases three hangars on an annual basis (hangars: A28, B14, K01), and

WHEREAS, the airport, which is operated by District, is in a noise sensitive area, and

WHEREAS, the operations of Soar Truckee represents approximately 30% of the total annual operations conducted at the airport, even though Soar Truckee normally only operates in a 5-month period and

WHEREAS, Soar Truckee currently owns three Piper Pawnee aircraft and

WHEREAS, Soar Truckee has made the District aware of a Hoffman multi-blade propeller HO4/27BHM-185 (hereafter "Hoffman propeller") which has a Supplemental Type Certificate for the Piper Pawnee aircraft operated by Soar Truckee at District and that modification reportedly reduces propeller noise by approximately 20 db, and

WHEREAS, Soar Truckee is willing to purchase and install the Hoffman propeller on one of its Pawnee aircraft provided certain financial considerations (described below) are provided to Soar Truckee by District all as set forth below,

NOW, THEREFORE, it is agreed as follows:

1. Soar Truckee agrees to purchase and have installed a Hoffman propeller on its Piper

Pawnee tow plane, N7516Z. Said purchase, installation and any inspections, approvals or other costs associated with the purchase, installation or use of the propeller shall be borne by Soar Truckee and there shall be no obligation on the part of District to pay for or contribute to those costs, except as specifically set forth below.

2. Soar Truckee agrees to utilize the aircraft with the Hoffman propeller at Truckee-Tahoe Airport on a priority basis from May 1, 2006 through October 15, 2006 and all subsequent years of operations at District, meaning that if that aircraft is available for towing operations, it shall be utilized before any other of Soar Truckee's aircraft are utilized.

3. For each month that Soar Truckee utilizes the aircraft with the Hoffman propeller at the Truckee-Tahoe Airport, pursuant to the terms of this Agreement, Soar Truckee shall receive a credit for the lease of the tow-glider operations, currently \$824 per month and the rental of the three hangers, currently \$719 per month (either of which may be adjusted by the Consumer Price Index), up to a maximum amount of the cost of the purchase, installation and FAA inspection or approvals required for the initial installation.

4. For any time during the term of this Agreement (5-1-06 through 10-15-06) in which the equipped aircraft is not utilized pursuant to the terms of this Agreement, the hangar rent/lease shall be prorated for the days in which it is not so used pursuant to this Agreement based upon a 30-day month.

5. Nothing in this Agreement shall otherwise modify the leases between Soar Truckee and District for the glider area located generally to the east of the landing runway 19 or the three hangars except as specifically set forth in this Agreement.

6. District shall have no ownership interest in the Hoffman propeller, the aircraft equipped with the propeller, or in Soar Truckee. Any and all liability resulting from the use of

the Hoffman propeller or Soar Truckee operations continues to remain with Soar Truckee. Soar Truckee agrees to protect, indemnify and hold harmless and defend District, its directors, officials, officers, employees and agents from and against any and all suits, actions, judgments, legal or administrative proceedings, arbitrations, claims, demands, causes of action, damages, liabilities, interest, attorney's fees, fines, penalties, losses, costs and expenses of whatsoever kind and nature, including but not limited to those arising out of injury to or death of any person or damage or destruction to any property or claims for nuisance or taking of property, whether directly or indirectly caused or contributed to in whole or in part or claimed to be caused or contributed to in whole or in part by reason of any act, omission, fault, or willful misconduct, whether active or passive, of Soar Truckee, its employees, agents, or independent contractors arising out of, in connection with, or instrumental to the performance of their duties, activities, or operations under this Agreement. Soar Truckee's aforesaid indemnity, defense and hold harmless obligations or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, of the party indemnified to the fullest extent permitted by law.

7. This Agreement shall be binding on and inure to the benefit of the successors and assigns of each party. All of the provisions in this Agreement are non-transferable and non-assignable without the prior written consent of the other party. Consent to one assignment or transfer shall not be construed as consent to any other assignment or transfer.

8. This Agreement is governed by the laws of the State of California and any questions arising under this Agreement shall be construed or determined according to such law. Time is of the essence of this Agreement. All provisions, whether covenants or conditions, on the part of District and Soar Truckee shall be deemed both covenants and conditions.

9. In the event that any arbitration, litigation, other action or proceeding of any nature between the parties hereto becomes necessary to enforce or interpret all or any portion of this Agreement or because of an alleged breach by either party of any of the terms hereof, it is mutually agreed that the losing or defaulting party shall pay the prevailing party's reasonable attorney's fees, costs and expenses incurred in connection with the prosecution or defense of such action or proceeding.

10. This writing constitutes the entire Agreement between the parties relative to the matters specified herein, and no modifications hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Agreement. There are no understandings, agreements, conditions, representations, warranties or promises with respect to the subject matter of this Agreement except those contained in or referred to in this writing.

11. If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

12. Any waiver at any time by either party hereto of its rights with respect to a breach or default, or any other matters arising in connection with this Agreement shall not be deemed to be a waiver with respect to any other breach, default or matter.

13. All notices, statements, reports, approvals or requests or other communications that are required either expressly or by implication to be given by either party to the other under this Agreement shall be in writing and signed for each party by such officers as each may, from time to time, authorize in writing to so act. All such notices shall be deemed to have been received on the date of delivery if delivered personally or three days after mailing if enclosed in a properly addressed and stamped envelope and deposited in a United States Post Office for delivery. Unless and until formally notified otherwise, all notices shall be addressed to the

parties at their addresses shown below:

Truckee Tahoe Airport District  
10356 Truckee Airport Road  
Truckee, CA 96161-3330

Soar Truckee, Inc.  
c/o Dean Aldinger  
6850 Red Maple Way  
Citrus Heights, CA 95810

14. The parties acknowledge that each has reviewed, negotiated and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any document executed and delivered by any party in connection with the transactions contemplated by this Agreement; rather, this Agreement shall be construed fairly and neutrally.

IN WITNESS WHEREOF the parties hereto execute this Agreement following any necessary approval by their respective Board of Directors and each party has the authority to enter into such Agreement.

TRUCKEE TAHOE AIRPORT DISTRICT

Dated: 5-10-06

By: Steve Swigard  
Steve Swigard, President of Board of Directors

SOAR TRUCKEE, INC.

Dated: 5-8-06

By: Dean Aldinger  
Dean Aldinger, President