

SCHOOL PARTNERSHIP

— APPLICATION FORM



<https://stratus.finance>
lending@stratus.finance
855-301-3335

SCHOOL INFORMATION

Name of School	ExcelAir8, LLC		
Type of School	<input checked="" type="checkbox"/> Flight School	<input type="checkbox"/> Others: Please Specify	N/A
Do you provide Part 61 or Part 141 instruction?	<input checked="" type="checkbox"/> Part 61	<input type="checkbox"/> Part 141	<input type="checkbox"/> Both Part 61 and Part 141
School Address	3570 E outer rd moberly mo 65270		
Telephone Number(s)	5734243487,5027247304		
E-mail Address(es)	Excelair8@gmail.com		
Website	www.xcelair8.com		
Name of School Owner / President	Braden Tyrer	Birth Month	9
School's Foundation Date	April 2022		
Number of Students Enrolled per annum	80		
School/Student Relationship Contact (Name & Title)	Kolton James		
Finance/Accounting Contact (Name & Title)	Cameron Phillips		
Contact Number(s)	5734243487		

CERTIFICATION AND TRAINING OFFERED

Please check all that apply:

<input checked="" type="checkbox"/> Private Pilot Certificate	<input checked="" type="checkbox"/> Multi-Engine Rating	<input checked="" type="checkbox"/> Multi-Engine Instructor Certificate
<input checked="" type="checkbox"/> Instrument Rating	<input checked="" type="checkbox"/> Flight Instructor Certificate	<input type="checkbox"/> Airline Transport Pilot Certificate
<input checked="" type="checkbox"/> Commercial Pilot Certificate	<input checked="" type="checkbox"/> Instrument Instructor Certificate	
<input type="checkbox"/> Others: Please Specify	N/A	

Do you have all aircraft needed for the ratings which you will be training students for? Yes No

How many aircraft do you own or lease? 6

SCHOOL/ORGANIZATION AFFILIATIONS

Name of Affiliation	Date Valid
N/A	N/A

COMMITMENT

I hereby certify that the above information is true and correct to the best of my knowledge.

I understand that failure to satisfy any of the conditions mentioned above and any false statements/information herein may be grounds for Stratus Financial to disapprove my application for partnership.

Cameron Phillips

Printed Name

Cameron Phillips

Signature

8/9/23

Date

LIST OF REQUIREMENTS

Properly filled out and digitally signed:

- School Partnership Application Form
- School Approval and Obligations Agreement
- NDA

Submit a copy of the following documents:

- Rate Sheet
- Refund Policy
- 141 Certificate (If applicable)
- List of Training Packages
- Syllabi Used (per certificate or rating)
- Jpeg/PNG School Logo (If applicable)

FOR STRATUS FINANCIAL USE ONLY

Date Received:

8/9/23

Processed by:

8/9/23

Date Processed:

8/9/23

Status of Application:

Approved

Denied

Pending

Remarks:

Approved By:

Gustavo Sanchez Sorondo

Name

School Relationship Manager

Position / Title

08 / 11 / 2023

Date

[Signature]

Signature



Telephone No.: 855-301-3335

SCHOOL APPROVAL AND OBLIGATIONS AGREEMENT

This School Approval and Obligations Agreement (this “Agreement”) is entered into as of _____, by and between _____, a flight school which provides flight training for students who wish to obtain their pilot’s certificate(s) (hereinafter, “School”) and Stratus Financial, LLC, a California limited liability company (“Stratus”).

RECITALS

- A. Stratus is in the business of providing financing to students who are in the process of obtaining their pilot’s certificate.
- B. As part of Stratus’ standard business practices, Stratus reviews flight schools to determine whether they should be approved for financing by Stratus.
- C. School has applied to Stratus to be approved to have their students potentially financed by Stratus.
- D. Upon executing this Agreement, the School will be approved to submit students to Stratus for potentially financing them and Stratus will extend financing to those Schools’ students who Stratus approves in its sole and absolute discretion.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained therein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed and covenanted by and between the parties to this Agreement, as follows:

1. **Approval.** Upon execution of this Agreement, the School is approved to submit the School’s students to Stratus for the possibility of financing them. By signing this Agreement, School agrees to be bound to the terms, obligations and conditions herein.

2. **Changes in Rates.** School has provided its rates and fees of its program to Stratus in order to get approved to offer financing. If Stratus approved a student of the School for financing (“Approved Student”), School agrees that no changes to its rates will be made for the Approved Student. Any updates School provides to Stratus will be effective for each subsequent student that Stratus approves. The school may request changes as their pricing changes and Stratus will allow changes on a case by case basis to be approved in writing from Stratus. Fuel surcharges are an exception.

3. **School Representations and Warranties.** For each student School sends to Stratus for approval, School represents and warrants the following:

- a. That the student is validly enrolled in the School and is ready, willing and able to learn at the school.
- b. That the student is able to take flying lessons validly approved and authorized by the US government and is a natural person.
- c. The school will help student obtain or the student has obtained a Student Pilot certificate issued by the U.S. Federal Aviation Authority.

- d. The student has obtained at least a 2nd Class Medical Certificate or 3rd Class Medical Certificate if applying for less than a Professional Pilot loan such as only Private Pilot loan.
- e. When School requests funding from Stratus, that it re-certifies that (i) Approved Student is continuing to take flight lessons, (ii) Student is progressing at a level that Student will complete the program in the time outlined in the Student Approval and (iii) all funds paid by Stratus are solely to be used to pay School for the Approved Student's training with School and its program details.

4. **Student Funding Processes and Procedures.** For every Approved Student who is funded by Stratus, Stratus will set aside the approved amount to be paid to the School. By this Agreement, School requests Stratus to hold funds on behalf of Student and to be paid as follows:

Hourly or Fixed Fee Program. If the School is on a hourly or fixed fee arrangement with the Approved Student, School will submit billing statements as the student hits hourly milestones as defined in the school's disbursement agreement during the training program:

- a) First payment within 7 days of the start of the Approved Student's training program;
- b) In accordance with the disbursement agreement document signed by the school after Stratus Financial approves the school as a partner
- c) Stratus will pay School within 3 business days of request from Approved Student's funds via ACH or Check depending on which the school chooses
- d) Should Student withdraw or otherwise terminate full time enrolment in the program prior to graduation, the School will issue a refund of any unused Student funds directly to Stratus, on behalf of the Approved Student, in accordance with the School's published refund policy.

I certify under penalty and perjury under the laws of State of California for everything that I certify that above is true and correct and I agree to be bound by the terms and conditions set forth by this agreement.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, both parties affix their signatures hereto.

Cameron Phillips (signatures)

 (signatures)

Name of School:

ExcelAir8, LLC

STRATUS FINANCIAL, LLC

By:

By:

Title:

Title:

Dated: 08 / 11 / 2023

Dated: 08 / 11 / 2023

MUTUAL HOLD HARMLESS AGREEMENT

This Mutual Hold Harmless Agreement (this “Agreement”) is made effective on 08 / 11 / 2023 by and between Stratus Financial, LLC (“Stratus”), and ExcelAir8, LLC (“Flight School”). Both are sometimes individually referred to as “Party” and collectively referred to as the “Parties.”

WHEREAS, each Party desires to hold each other harmless from any claims and/or litigation arising out of the other Party’s actions in connection with Stratus providing loans to student pilots of Flight School,

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, both hereby agree as follows:

TERMS

1. Hold Harmless.

Each Party shall fully defend, indemnify, and hold harmless the other Party from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of the other Party, its officers, owners, personnel, employees, agents, contractors, invitees, or volunteers. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys’ fees, and related costs or expenses, and any reimbursements for all legal fees, expenses, and costs incurred by it. Indemnification is constrained to actions (or inactions) tied to the business of Stratus Financial LLC providing financing to ExcelAir8, LLC students only.

2. Authority to Enter Agreement.

Each Party warrants that the individuals who have signed this Agreement have the actual legal power, right, and authority to make this Agreement and bind each respective Party.

3. Amendment; Modification.

No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

4. Waiver.

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service is voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

5. Attorneys' Fees and Costs.

If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled. In the event that it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.

6. Entire Agreement.

This Agreement contains the entire agreement between the Parties related to the matters specified herein and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

7. Enforceability, Severability, and Reformation.

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Parties is to provide as broad an indemnification as possible under California law. In the event that any aspect of

this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under [insert state] law.

8. Applicable Law.

This Agreement shall be governed exclusively by the laws of California, without regard to conflict of law provisions.

9. Exclusive Venue and Jurisdiction.

Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the federal and state courts of Orange County, California. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

10. Signatures.

By signing below, each Party agrees to be bound by the above by the date listed below.

Cameron Phillips

By: Cameron Phillips
Name: Cameron Phillips
Its: CFO

Date: 08 / 11 / 2023






Stratus Financial

By: 
Name: Gustavo Sanchez Sorondo
Its: School Relationship Manager

Date: 08 / 11 / 2023




Title	Next Step - Stratus Financial Digital Documents for...
File name	Next_Step_-_Strat...for_Signature.pdf
Document ID	0501fe2b363f3eb57e4ca9ef0a7ebf40e28854db
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History

 SENT	08 / 03 / 2023 16:56:46 UTC	Sent for signature to Cameron Phillips (info@excelair8.com) from camille@stratus.finance IP: 181.215.182.184
 VIEWED	08 / 03 / 2023 17:00:59 UTC	Viewed by Cameron Phillips (info@excelair8.com) IP: 67.237.177.23
 E-SIGN DISCLOSURE ACCEPTED	08 / 03 / 2023 17:01:07 UTC	Electronic record and signature disclosure accepted by (info@excelair8.com) IP: 67.237.177.23 GUID: 85ff9c3e9c9c7475ff7b5c83210c814ac1ee60c6
 SIGNED	08 / 09 / 2023 21:26:28 UTC	Signed by Cameron Phillips (info@excelair8.com) IP: 67.6.66.23
 COMPLETED	08 / 09 / 2023 21:26:28 UTC	The document has been completed.

Title	School Approval and Obligations Agreement
File name	Next_Step_-_Strat...excelair8.com.pdf
Document ID	e98195e07551feef80fb557a82c632869baf97f3
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History

 <small>E-SIGN DISCLOSURE ACCEPTED</small>	08 / 03 / 2023 17:01:07 UTC	Electronic record and signature disclosure accepted by (info@excelair8.com) IP: 67.237.177.23 GUID: 85ff9c3e9c9c7475ff7b5c83210c814ac1ee60c6
 <small>E-SIGN DISCLOSURE ACCEPTED</small>	08 / 07 / 2023 15:10:07 UTC	Electronic record and signature disclosure accepted by Gustavo Sanchez Sorondo (gustavo@stratus.finance) IP: 47.197.4.101 GUID: da8f304e6c895303a1b5d984f88b1edf9cdf006e
 <small>SENT</small>	08 / 09 / 2023 23:23:27 UTC	Sent for signature to Cameron Phillips (info@excelair8.com) and Gustavo Sanchez Sorondo (gustavo@stratus.finance) from gustavo@stratus.finance IP: 47.197.4.101
 <small>VIEWED</small>	08 / 10 / 2023 00:20:33 UTC	Viewed by Cameron Phillips (info@excelair8.com) IP: 172.59.169.27

Title	School Approval and Obligations Agreement
File name	Next_Step_-_Strat...excelair8.com.pdf
Document ID	e98195e07551feef80fb557a82c632869baf97f3
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



08 / 11 / 2023
15:47:02 UTC

Signed by Cameron Phillips (info@excelair8.com)
IP: 67.6.66.23



08 / 11 / 2023
22:10:53 UTC

Viewed by Gustavo Sanchez Sorondo (gustavo@stratus.finance)
IP: 47.197.4.101



08 / 11 / 2023
22:11:29 UTC

Signed by Gustavo Sanchez Sorondo (gustavo@stratus.finance)
IP: 47.197.4.101



08 / 11 / 2023
22:11:29 UTC

The document has been completed.