OPEN SKY
DRONE LIGHT SHOWS

Show Contract

Open Sky Productions, LLC (the "Company")
922 S 500 W STE F
Salt Lake City, UT 84101
801-996-4857

Date: 4/292026

Project Reference: After Five Event
To: City of Lincolnton (the "Client")
Address: PO Box 617 Lincolnton, NC 28093

Show Date(s): 6/18/26
Launch Time: Between 10:00PM-10:30PM
Show Size: 200 drones
Venue Name & Address: 225 W. Water Street Lincolnton, NC 28092

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1) Company Services:
   a) Subject to the terms of this Agreement the Company will provide the following services (the "**Services**"):
      i) FAA flight authorization
      ii) Launch site check (as applicable)
      iii) Standard show design with up to 4 custom animations approved by Client
      iv) Programmed music soundtrack
      v) Duration of show: 11-13 minutes
      vi) Staff travel and expenses
      vii) Equipment freight and logistics expenses
      viii) Set up, installation, dismantle of equipment
   b) The Company will be responsible for providing the Special Flight Operations Certificate from the FAA and any other necessary flight authorizations, if required (the "**Company Permits**"). All permits licenses and authorizations other than the Company Permits will be the sole responsibility of the Client.

2) Client Responsibilities:
   a) Access and permission to use the location specified for the show, in such form as the Company may require, in order to obtain the Company Permits and for event coordination, which must be provided at least seven (7) days prior to the scheduled event date
   b) An appropriate site for the Services to be performed. Approval and confirmation of the Latitude and Longitude for the event site must be confirmed by the Client in writing upon signing this Agreement, as the site location and characteristics may influence the design and performance of the Services
   c) All necessary security services to ensure the safety of Company equipment and personnel
   d) All permits, licenses, and authorizations necessary for the event and Services, save and except for the Company Permits.

3) Price Includes:
   a) The Services described above
   b) The Company Permits

Schedule "A" - Terms and Conditions

1. ***Deposits.*** A non-refundable deposit equal to fifty percent (50%) of the total price (the "Deposit") is required upon execution of this Agreement to secure your booking. If a show is booked within two weeks (14 days) of the required date, then full payment is required upon booking.
2. ***Payment.*** All payments shall be made by way of a money transfer, wire transfer, or other form of immediately available funds. Any amounts not paid when due hereunder shall accrue interest at the rate of 12% per annum, compounding monthly.
3. ***FAA Approval.*** Drone shows are subject to the Company obtaining the Company Permits. In the event such Company Permits are not obtained for any reason (other than the failure of the Client to provide any information reasonably requested by the Company to obtain such Company Permits), this Agreement shall terminate, and the sole right and remedy of the Client shall be a refund of any prepaid amounts. In the event such Company Permits are not obtained due to the failure of the Client to provide any information reasonably requested by the Company, this Agreement shall terminate, without liability of the Company to the Client, and the Company shall be entitled to retain the Deposit as liquidated damages, which amount the parties agree is a reasonable estimate of the Company's damages in such circumstance.
4. ***Performance.*** The Client acknowledges that performance of the Services are subject to reasonable technical or other errors, and that the Services shall be deemed to be fully performed provided that at least 90% of the drones function substantially in the manner intended for the Services.
5. ***Limited Warranty.*** All Services to be provided hereunder will be provided in a good and professional manner and in accordance with applicable laws. The Company will not knowingly infringe upon the intellectual property rights of third parties.
6. ***Disclaimer of Warranties.*** The Company makes no representation or warranty whatsoever either expressed or implied, statutory, or otherwise other than as expressly set forth herein and the Client hereby waives the benefit of any such expressed or implied, statutory or other representations or warranties.
7. ***Force Majeure.*** The Company shall not be liable for any modification of the Services or any failure to perform or delay in performance under this Agreement if such modification, failure, or delay is due to any strike, lockout, riot, civil commotion, sabotage, embargo, epidemic, inclement weather, act of government, war, act of God or other cause beyond its reasonable control (each a **"Force Majeure Event"**). Without limiting the foregoing, the Client acknowledges that the performance of the Services and the safety of all person's present is dependent upon suitable weather conditions on the day of the event. The Company will have the sole discretion to determine if weather conditions are suitable for performance of the Services, and may delay, modify, or cancel the Services in their sole discretion.
8. ***Cancellations.*** The Client acknowledges that the Company will spend considerable time and resources in planning the Services, traveling to the event venue and in setting up to perform the Services. In the event of cancellation due to a Force Majeure Event or failure of client to fulfill their contractual obligations, the Client will be issued a credit (the "Credit") equal to the amount of the Deposit less any expenses incurred prior to cancellation, including but not limited to labor costs, fees for Company Permits and other expenses. The Credit may be applied to a future event to be scheduled within one (1) year of the date of the original event date. Future event dates will be scheduled based on availability at the time of booking. Any unused credits will expire one (1) year following the date of the original event. The foregoing credit shall be the Client's sole right in the case of any Force Majeure Event and in no case will the Client be entitled to any refund of any amounts paid.
9. ***Insurance.*** The parties will each maintain and keep in force during the term of this Agreement general or aviation liability insurance including coverage for personal injury, products liability, and contractual liability, in the amount equivalent to at least USD $5,000,000.00
10. ***Limitation of Liability.*** Limitation of Liability. The aggregate liability of the respective parties, and their officers, directors, employees, agents, and consultants (who shall collectively be included in the definition of the "Company" or "Client" for purposes of this section), whether arising under this agreement, contract, tort, negligence, statutory liability or other legal theory, shall be limited to the direct and actual money damages effectively incurred by the indemnified party.
11. ***Mutual Indemnity.*** Mutual Indemnity. The Company agrees to defend, indemnify and hold harmless the Client, its' employees, agents, invitees and/or volunteers from any claims, demands, causes of action, liability, loss, property damage or any type of damage and/or injury (to property or person, including without limitation 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 government body or agency, arising out the services provided by the Company. The Client agrees to defend, indemnify and hold harmless the Company, its' employees, agents, invitees and/or volunteers from any claims, demands, causes of action, liability, loss, property damage or any type of damage and/or injury (to property or person, including without limitation 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 government body or agency, arising out of or incident to any acts, omissions, negligence, or conduct of the Client, its personnel, employees, agents, contractors, or volunteers in connection with or arising out of the Client's negligence, or intentional acts or failure to act, arising out of this Agreement.
12. ***Termination.*** Without limiting any other rights or remedies available at law or in equity or otherwise, the Company may terminate this Agreement if:
    (a) the Client is in breach or default of any of its obligations under this Agreement and such breach or default continues unrectified for fifteen (15) days following the provision of written notice of such breach or default.
    (b) the Client enters into proceedings in bankruptcy or insolvency, makes an assignment for the benefit of its creditors, is adjudged to be bankrupt or insolvent, a petition is filed against the Client under a bankruptcy law, corporate reorganization law, or any other law for the relief of debtors or similar law or a receiver, trustee or similar person is appointed with respect to the Consultant's assets; or
    (c) the Client ceases to carry on its business.
13. ***Assignment.*** Neither the Company nor the Client shall have the right to transfer or assign this Agreement or any rights, remedies, obligations or benefits hereunder without the prior written permission from the other party.
14. ***Waiver.*** The waiver of one breach or default shall not constitute the waiver of any subsequent breach or default and shall not act to amend or negate the rights of any party.
15. ***Severability.*** Any provision of this Agreement prohibited by or unlawful or unenforceable under any applicable law shall, at the sole option of the Company, be ineffective without invalidating the remaining provisions of this Agreement; provided, however, that to the extent that the provisions of any such applicable law can be waived, they are hereby waived by the Client.
16. ***Relationship.*** The relationship between the Company and the Client will, at all times be one of independent contractors and nothing herein shall be construed as implying a partnership or joint venture relationship.
17. ***Headings.*** The inclusion in this Agreement of headings and subheadings is for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
18. ***Applicable Laws.*** This Agreement shall be governed by the laws of the State of Utah. Jurisdiction and venue shall be the courts of Utah in and for Salt Lake County.
19. ***Entire Agreement.*** This Agreement contains the entire understanding between the parties and other than as expressly set forth herein there are no other terms, conditions, representations, or warranties of any kind. This Agreement may not be modified except by another agreement, in writing, signed by both parties to this agreement.