



European Management Group

AGENCY AGREEMENT FOR THE PURCHASE OF AIRCRAFT

This Agreement, dated the _____ day of _____, 200_, is made By and Between _____ whose address is _____, (hereinafter referred to as "Buyer"),

AND

European Management Group (UK) Ltd. (EMG), whose registered address is Cariocca Business Park, 2 Sawley Road, Manchester, Greater Manchester M40 8 BB England (hereinafter referred to as "**EMG**").

1. Buyer hereby appoints **EMG** as the sole and exclusive agent for the purchase of the aircraft(s) identified in Attachment "A" hereto. (Hereinafter referred to as the "Aircraft").
2. **EMG** is appointed as the Buyers sole worldwide Aircraft Purchasing Agent for the purchase or lease of the Aircraft(s) set forth in Attachment A. The appointment of **EMG** is exclusive from the date of the execution of this Agreement for a period of twelve months. Upon the expiration of this term, the Parties hereto agree to negotiate, in good faith, for an extension of this Agreement.
3. The duties of **EMG** will consist of the following:
 - (a) To contact operators and/or owners of the Aircraft(s) type throughout the world to determine the interest in the selling or leasing of the Aircraft(s);
 - (b) In consequence to paragraph 3(a), to request specifications, price and delivery information of the Aircraft(s) to potential sellers;
 - (c) To complete an assessment of the available Aircraft(s) on the market to establish a "Fair Market Purchase Price";
 - (d) To arrange for inspections of the Aircraft(s);
 - (e) To commence negotiations with Sellers, if so instructed by Buyer, with respect to a particular Aircraft(s);
 - (f) To assist in the preparation of contracts for the purchase or lease of the Aircraft(s) in a form and content satisfactory to Buyer;
4. Upon locating a Seller, **EMG** shall act as the intermediary in communicating the Seller's offer to Buyer. Any offer or proposal shall only be accepted by Buyer with written notification to **EMG**.
5. The Agency, constituted by this Agreement, confers upon **EMG**, during its term, the exclusive right to make offers for the purchase or lease of the Aircraft(s) type specified in Attachment "A" of this Agreement on behalf of the Buyer. For the avoidance of doubt, Buyer undertakes not to make direct offers for the Aircraft(s) during the term of the Agent's Agreement.

Initials _

6. In consideration of **EMG's** services under this Agreement, Buyer shall pay **EMG** Three percent (3%) of the final purchase price of the Aircraft and all related spares items or maintenance, if any, payable upon execution of the Purchase Agreement, or not later than seven (7) days from date of closing. The commission shall be paid for any purchase of Aircraft(s) during the time the Agent is soliciting offers for Aircraft(s) for purchase or lease by Seller or, thereafter, if the acquisition is from a seller contacted by **EMG** during the term of this Agreement or six months thereafter.
7. If the Aircraft(s) are leased by the Buyer during the term of this Agency Agreement or six months thereafter, Buyer shall pay to **EMG** a fee of Three percent (3%) commission on each lease rental payment paid by the Buyer, payable monthly in arrears, during the entire term of the lease agreement. If the Aircraft(s) is leased with an option to purchase, Buyer shall pay to **EMG** a fee of Three percent (3%) of the purchase price of the Aircraft(s).
8. The Buyer shall pay to **EMG** a monthly retainer in the amount of Five Thousand US Dollars (US-\$ 5,000) upon execution of this Agreement. Upon the Buyer's purchase or lease of the Aircraft(s), the amount of retainer payments shall be deducted from the final commission due to the Agent as stated in paragraphs 6 and 7 above.
9. **EMG** shall bill Buyer for any extraordinary expenses (excluding normal day to day Agency expenses), such as; air fare, hotel, per diem, incurred by **EMG** in connection with the purchase or lease of a specific Aircraft(s). These expenses will be billed on a monthly basis and will not exceed \$ 2,000 without prior approval from Seller.
10. During the term of this Agreement, Buyer agrees to make available to **EMG** all reasonable information and assistance required in the Agent's solicitation efforts.
11. In the event this Agreement is terminated for any reason by Buyer, or if Buyer should reverse its decision to purchase or lease the Aircraft(s) during the period of this Agreement, Buyer shall reimburse the Agent for any and all documented expenses directly related to the Agent's duties as stated in this Agreement. The reimbursement of expenses shall be paid within ten days of receipt of the expense invoice.

This Agreement is accepted and consented to as of the date first written above.

Witnessed or Attested by:

"SELLER"

"AGENT"

EUROPEAN MANAGEMENT GROUP

By:

By:

Title:

Date:

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