

AIRCRAFT MARKETING AGREEMENT

AIRCRAFT TYPE

REGISTRATION NO.

SERIAL NO.

This Agreement is made this ____ day of _____, 2004 by and between Bristol Associates, Inc., a District of Columbia corporation having its principal address at Suite 1100, 1023 15th Street, N.W., Washington, D.C. 20005, Telephone: 202-682-4000, Telefax: 202-682-1809 (hereinafter referred to as "Bristol") and _____, a _____ corporation having its principal address at _____, Telephone: _____, Telefax: _____ (hereinafter referred to as "Owner").

In consideration of the mutual covenants set forth below, the parties hereby agree as follows:

1. Owner owns all right, title, and interest in and to, and has, or may acquire, the exclusive right to sell, transfer and convey one (1) **Aircraft Type**, serial number ____, including spare engines and spare parts (if any), such engines and spare parts hereinafter referred to as the "Aircraft".
2. Bristol will undertake and manage a worldwide marketing effort directed toward the sale of the Aircraft. Bristol will seek to identify qualified prospects through all means available to it including, without limitation, the circulation of information and details regarding the Aircraft to the international network of aircraft dealers, the placing of advertisements in newspapers and direct mailings to prospective purchasers.

All out-of-pocket costs and expenses associated with the advertising of the Aircraft as well as travel and entertainment expenses associated with marketing the aircraft will be for the account of the Owner. Such expenses shall be reimbursed when supported by a monthly report submitted by Bristol and expenses in excess of \$7,500.00 shall not be incurred without prior approval of Owner. Total marketing expenses shall not exceed \$50,000.00 without prior approval.

3. In consideration of Bristol's undertaking the foregoing marketing and sales effort, Owner hereby agrees that Bristol shall have the exclusive right worldwide to sell the Aircraft for a period commencing on the date of the execution by Owner of this Agreement and continuing thereafter until the Aircraft is sold or leased or Owner gives Bristol thirty (30) days written notice of termination of this Agreement as set forth in the next sentence hereof (the "Exclusive Period") provided, however, that the Exclusive Period shall be automatically extended to include

the original term of any lease agreement plus sixty days executed pursuant to Section 5(b) hereof. Owner may terminate this Agreement at any time and for any reasons after the later of: (i) (usually one year from signing), or (ii) the date of the expiration of the original term of any lease executed pursuant to Section 5(b) hereof, upon thirty (30) days prior written notice from Owner to Bristol.

4. Bristol will negotiate the terms of any sale or lease directly with the prospective client on behalf of Owner.

5. (a) Owner agrees that, in the event a sale is made, then Bristol shall be paid a commission of five percent (5.0%) of the gross sales price of the Aircraft, in cash, at closing.

(b) Owner agrees in the event of a lease whose term is less than twenty four (24) months, Bristol shall be due a commission of \$25,000.00 upon signing of the lease and five percent (5.0%) of the gross proceeds from the lease payments and reserves over the term and any extensions thereof as such payments are received by the Owner. If the lease term equals or exceeds 24 months, then Bristol shall be due a commission of \$50,000.00 at closing, and five percent (5.0%) of payments over the term and any extensions thereof as with the shorter term lease.

(c) In the event the Aircraft is leased and then subsequently sold, subject to the lease, to another party or to Lessee, then Bristol will be due a commission per section (a) and any remaining payments under (b) above relating to the lease shall be forgiven.

(d) If the Aircraft is damaged or destroyed during the term of a lease such that it becomes an event of loss for insurance purposes, then such event of loss shall be considered a sale for commission purposes. The commission to be paid to Bristol shall be computed per Section 5(a) above using the insured amount as the sale price. Bristol's fee shall be paid upon receipt by Owner of such insured amount.

6. Owner agrees to assist Bristol by making the Aircraft available for inspection upon reasonable notice and by furnishing Bristol with any available photographs of the interior and the exterior of the Aircraft, together with all available information about the Aircraft and its equipment.

7. Owner agrees that it will not, directly or indirectly, sell or in any manner attempt to negotiate the sale of the Aircraft during the term of this Agreement and will refer all inquiries regarding the sale of the Aircraft to Bristol.

8. If Owner (a) fails or refuses for any reason to close the sale transaction after receipt from Bristol of a bona fide offer in accordance with the above terms or (b) directly or indirectly sells or leases the Aircraft during the term of this Agreement to any person or (c) directly or indirectly sells or leases the Aircraft within one year after termination of this Agreement to any customer or prospect initiated, procured or contacted by Bristol during the term of this Agreement, then Owner agrees to pay Bristol a commission as defined in paragraph 5 of this Agreement.

9. Owner and Bristol agree that the terms of this Agreement and any resulting sale or lease shall be kept confidential.

10. Owner agrees to hold Bristol harmless from and against all liabilities, claims, losses, costs, damages and expenses which Bristol may incur, sustain or be liable for in consequence of Owner's (a) failure or refusal for any reason to close the sale or lease transaction after receipt from Bristol of a bona fide offer in accordance with the above terms or (b) termination of this Agreement or withdrawal of the Aircraft from sale or lease, with the exception of liabilities and claims resulting from gross negligence or willful misconduct on the part of Bristol.

11. Upon delivery of the Aircraft to its new owner, Owner will include with the Aircraft all manuals (flight, maintenance and parts), all airframe and engine logbooks and records, and all support equipment, spare parts and components which pertain to the Aircraft. Owner, its parent, affiliates, or subsidiaries may operate the Aircraft during the term of the Agreement.

12. This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia.

13. All notices and other communications between the parties hereto shall be in writing and shall be deemed to have been duly given upon receipt or ten days after being deposited in the mails, postage prepaid, return receipt requested, and addressed to Owner or Bristol at their respective addresses set forth above, and in the case of notice sent over a facsimile machine, when receipt of transmission has been acknowledged by the receiving party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on the day and year first above written.

_____ ("Owner")

By: _____

Title: _____ v

Date: _____

BRISTOL ASSOCIATES, INC. ("Bristol")

By: _____

Title: _____

Date: _____