

EXCLUSIVE AIRCRAFT ACQUISITION AGREEMENT

This **EXCLUSIVE AIRCRAFT ACQUISITION AGREEMENT** (hereinafter the "AGREEMENT") is entered into this ___ day of _____ 2005, by and between **OPUS AERONAUTICS LIMITED** (hereinafter "REPRESENTATIVE"), a Monaco S.A.R.L. corporation, with its principal office at 10 Avenue Grande Bretagne, Monte Carlo, Monaco 98000 and _____ (hereinafter "BUYER") a corporation, with its principal office at _____,

Telephone Number: (____) _____, Facsimile Number: (____) _____

In consideration of services to be performed by REPRESENTATIVE as provided for herein, BUYER hereby appoints REPRESENTATIVE to act as BUYER's exclusive representative in connection with the purchase of Boeing BBJ S/N 30884 Reg: No: A6-DFR (hereinafter the "AIRCRAFT") for BUYER.

1. The term of this AGREEMENT shall be from the date hereof until the 15th May 2017 or until the AIRCRAFT is purchased and/or leased or until terminated by either party upon thirty (30) days written notice but except for a sale and/or lease, in no event for less than twelve (12) months. BUYER and REPRESENTATIVE agree that they will keep confidential the terms of this AGREEMENT and of any resulting purchase and/or lease.

(b) REPRESENTATIVE shall on behalf of the BUYER negotiate the terms of the purchase and/or lease and shall provide all correspondence pertaining to the transaction to the BUYER.

2. In the event an AIRCRAFT is purchased, BUYER agrees to pay REPRESENTATIVE an aircraft brokerage fee by wire transfer in U.S. Dollars immediately upon the earlier of:

- (a) Passing of title or,
- (b) Transfer of possession of the AIRCRAFT or,
- (c) Receipt by seller of payment of the sales price of the AIRCRAFT and/or in the case of a lease, receipt by the lessor of the initial lease rental for the AIRCRAFT. REPRESENTATIVE's aircraft brokerage fee shall be

3. REPRESENTATIVE shall be entitled to its aircraft brokerage fee hereunder as follows: The purchase and/or lease of an AIRCRAFT entered into by BUYER directly or indirectly within six (6) months of termination of this AGREEMENT under the terms of Section 1 and REPRESENTATIVE had contacted the prospective seller and/or lessor prior to termination of this AGREEMENT. "Contact" shall include, but not be limited to, telephone conversations, personal visits and correspondence by letter, facsimile, electronic mail, modem, telex and direct mail with the seller and/or lessor.

4.

Representative will organize, help, complete and provide a predelivery inspection (physical) of the aircraft and the aircraft records. Although Buyer may wish to reserve the right to appoint an independent technical third party to do this inspection. Representative will review the purchase contract and aid Buyers to assist in making the deal happen e.g. attend any meetings etc.help resolve issues etc.

5. BUYER indemnifies and holds REPRESENTATIVE, its parent, subsidiaries, affiliates, directors, officers, employees and representatives, harmless from liability or responsibility arising out of or connected with:

(a) The previous and ongoing inspection, maintenance and operation of the AIRCRAFT ,

(b) Errors and inaccuracies in the inspection, maintenance and flight records of the AIRCRAFT ,

(c) The flight demonstration of the AIRCRAFT ,

(d) The purchase and operation of the AIRCRAFT and any trade-in aircraft pursuant to this AGREEMENT. BUYER shall cause its underwriters to:

(i) Add REPRESENTATIVE, its parent, subsidiaries, affiliates, directors, officers, employees and representatives as additional named insureds on BUYER's Aircraft Hull and Liability Insurance Policies (including any Products Liability endorsement) and any renewals thereto,

(ii) Waive its rights of subrogation against REPRESENTATIVE, its parent, subsidiaries, affiliates, directors, officers, employees and representatives and,

(iii) Provide REPRESENTATIVE with underwriters' certification evidencing said coverages, which certificates shall include thirty (30) days notice to REPRESENTATIVE of any modification or cancellation of said coverages and,

(d) REPRESENTATIVE's performance under this AGREEMENT.

6. In the event that the AIRCRAFT suffers a total and/or constructive total loss prior to the sale and/or lease of the AIRCRAFT and BUYER has made a written offer that has been accepted by the OWNER in writing for the sale and/or lease of the AIRCRAFT, BUYER hereby agrees to immediately pay REPRESENTATIVE its entire brokerage fee as agreed in Section 4 above.

7. This AGREEMENT shall be binding upon all successors and assigns of the

BUYER and may be only amended in writing and shall be construed in accordance with and governed by the laws of England exclusively. Any notices required or permitted by this **AGREEMENT** shall be given as follows. To **REPRESENTATIVE**: Attention Mr. Robert Peerless. To **BUYER**: Attention _____, Amendments and Notices provided for herein are to be in writing. Notices shall be made by certified mail or express delivery or by facsimile transmission.

OPUS AERONAUTICS SARL

(BUYER)

By: _____

By: _____

Name: Robert Peerless

Name: _____

Title: Aircraft Consultant

Title: _____