

FRICK AVIATION, INC.

Aircraft Sales and Acquisitions

LARRY FRICK
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AIRCRAFT SALES MANAGEMENT AGREEMENT

THIS AGREEMENT is made on _____, 2005 by and between Frick Aviation, Inc. whose address is 1349 National Drive Mount Pleasant, SC 29466, hereinafter referred to as **FA**, and

_____ and their Assigns and associates, hereinafter referred to as **CLIENT**.

CLIENT owns or has right to sell the following aircraft: _____.

FA agrees to undertake a worldwide promotional sales effort directed toward the sale of **Client's** aircraft. **FA** will prepare literature, brochures, mailers, and technical specifications and will distribute all such materials as it deems necessary. **FA** will provide a worldwide network of international associates, and by such other advertising methods, as it deems necessary. **FA** will pay costs of all such marketing and advertising activities incurred by **FA**. **FA** will negotiate directly with all prospective purchasers on **Client's** behalf.

In consideration of the above undertaking of **FA**, **Client** hereby selects **FA** to manage the sale of the above aircraft, giving **FA** exclusive right to sell said aircraft for a period of 180 days starting _____. **Client** agrees that in the event of a sale is made then **FA** shall be paid a commission of ___% of the total sales price at time of closing. Should **FA** purchase the aircraft for its own accord or in order to facilitate any transaction, then no commission shall be payable to **FA** by **Client** and **Client** shall receive net proceeds of such sale to **FA**.

Client will assist **FA** by making the aircraft available for inspection with all information regarding the aircraft and its equipment. **Client** will provide **FA** with pictures and/or negatives of the interior and exterior of the aircraft.

Client 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 inquires to **FA**.

If **Client** (a) fails to close after receipt from **FA** of an offer in accordance with the above terms or (b) terminates this agreement prior to termination date or (c) directly or indirectly sells or leases the aircraft within 6 months after termination of the above exclusive agreement to any customer initiated, procured or contacted by **FA** during said period, then and in any of said events, **Client** agrees to pay **FA** a commission of ___% of the net sales price. In the event of a Lease, **FA** shall be paid a sum equal to two (2) monthly payments at time of closing from **Client**. **Client** and **FA** agree that the terms of this agreement and any resulting sale or lease shall remain confidential.

Upon delivery of the airworthy aircraft to the new owner, **Client** will include with the aircraft all flight manuals, all airframe and engine logbooks and records, all support equipment, spare parts and components pertaining to the aircraft.

FRICK AVIATION, INC.

CLIENT

1349 NATIONAL DRIVE MOUNT PLEASANT, SC 29466 USA