

AVIATION ASSET BROKERAGE & REMARKETING AGREEMENT

Note: This is a 'Sample Agreement' for guidance

Date of Agreement:

In consideration of services to be performed by Jet Classified, a UK based entity, hereinafter called the 'Broker', for:

Name:

Address:

hereinafter called the Owner or Owners, the owner (s), does hereby grant to the broker the exclusive right to sell the asset as described below according to the following terms and conditions included in this agreement.

Meanings:

'Broker' – Jet Classified

'Owner(s)' – Seller of the asset – including all affiliated companies and subsidiary companies

'Asset(s)' – Aircraft / Aircraft Engine / APU

'Services' – Brokerage, remarketing, advertising, administration

Asset Information:

Aircraft Type:

MSN:

YOM:

Engine Type:

ESN:

APU Type:

ESN:

S/N:

Overview of the Agreement

The owner(s) grants to the 'broker', the exclusive right for a minimum period of 90 days from the above date to remarket "For Sale or Lease" the asset on behalf of the owner(s), with the intent to secure a buyer or lessee for the owner(s).

- 1) The 'broker' shall act on behalf of the owner(s) in securing a buyer or lessor for the asset.
- 2) The 'broker' takes no responsibility for the asset at any material time, either during the remarketing period, or thereafter in terms of the asset's management, maintenance, insurance, storage, or other. The owner(s) of the asset(s) agree that the 'broker' has no liability in any way whatsoever for the asset(s). The asset(s) liability is that of the owner(s).
- 3) The 'broker' is only acting in the capacity of seeking and securing an interested party/person(s) that may be a potential candidate to acquire the asset(s) either by purchase or lease.
- 4) The 'owner(s)' agree and understand:
 - a) The 'broker' is only acting in a remarketing role and has no liability for the asset in any way.
 - b) The 'owner(s)' are responsible for the asset(s) and its/their liabilities for the duration of this agreement.
- 5) Whilst the 'broker' shall take all reasonable steps to vet and carry out the necessary security checks upon a potential buyer or lessee for the asset(s), the 'owner(s)' understand that it is ultimately the 'owner(s)' responsibility to carry out security checks on the buyer and lessee, including KYC and countries of sanctions.

6) The Brokers Responsibilities:

- a) To remarket the asset at our time and expense. We have a range of ways that we may choose to remarket an asset, typically, these will include, contacting parties that we identify whom may have an interest in such an asset, highlighting the asset in our regular newsletters, and other marketing methods that we may choose to apply.
- b) We (the 'broker') will send the 'owner(s)' a weekly report of how things are progressing with the remarketing of their asset(s). Typically, these will include a list of all the prospective buyers/lessee's we have approached and any feedback from the potential candidates.
- c) Once we have presented a short list of what we view in our opinion to be reliable potential candidates for purchasing or leasing the asset, and we are satisfied they have passed our vetting process, we shall present the list to the owners of the asset(s) for further consideration. At such time, subject to the owners being satisfied with their chosen buyer, the owners will be responsible to take over the transaction and proceeding to close it.
- d) In the event the transaction is unable to close with a buyer/lessee that we have introduced to the owner, then we (the 'broker') will be prepared to remarket the asset(s) again.

7) The 'Owners / Seller's Responsibilities:

- a) Upon signing of this agreement, the 'owner(s)' will allow the 'broker' an exclusive period with a minimum of 90 days, to remarket the asset(s).
- b) The 'owner(s)' understand that the 'broker's' only role is to seek either a buyer or lessee for the asset, and that the 'broker' is in no way responsible for the asset(s) beyond that (of seeking a buyer or lessee).
- c) The 'owner(s)' shall agree to also sign a 'Non-Circumvention Non-Disclosure Agreement' (NCNDA) with the 'broker', so that the 'broker' shall be protected against any direct or in-direct approaches to its potential buyer's/lessee's of the asset(s) that may have been demonstrated in its weekly progress reports to the 'Owner'.

- d) The 'owner(s)' shall furnish and supply the 'broker' with all information available on the asset(s) as and when required. This could include (depending upon which type of asset) *Aircraft Specifications, Engine Records, Maintenance Records, etc.*
- e) The 'Owner(s)' agree that upon a successful closing of the asset(s), the fees due to the 'broker' for its 'services' in seeking and introducing a buyer/lessee, shall be paid in full within 10 days (unless there is a written agreement stating a longer period between the owner and the broker).

8) Fee Agreement

- a) The owner agrees to the following terms of the sale:
- b) A brokerage fee of _____ will be charged to the owner/seller.
- c) If the owner is/was speaking to a potential buyer or lessee ahead of instructing the 'broker' to remarket the asset, then these companies must be named and listed below in the 'Exclusions' section.
- d) By listing the names in the 'Exclusions' section at the time of signing this agreement, shall ensure the 'owner(s)' are not liable for any 'broker' fees should the 'owner(s)' sell or lease the asset to any of the names in the 'Exclusions' section *only after* the time the agreement is in force.
- e) In the event the owner sells or leases the asset to a named individual (on the Exclusions list) during the period of the current agreement, then the agreed fee (in section 8.b) shall become payable to the 'broker' by the 'owner(s)'.
f) Upon expiry of the agreement, and for a 30-day period thereafter, if there is a sale to any individual or company other than those named as Exclusions below, it shall be considered as a sale by the broker.

EXCLUSIONS:

- 1)
- 2)
- 3)
- 4)

JetClassified.Com

Capital Place 120 Bath Road Heathrow Middlesex UB3 5AN United Kingdom

Email: info@jetclassified.com Tel: +44 (0) 333 577 7476

The owner (s) through the execution of this agreement hereby acknowledges receipt of a copy of this agreement and certifies that all information contained herein is accurate to the best of their knowledge and belief.

I/We confirm that I/We understand and agree with all the terms of this remarketing agreement, as set out.

Owner(s) / Seller:

Company:

Name:

Job Title:

Contact No:

Signed:

Dated:

Company Seal:

Broker:

Company: Jet Classified

Name:

Job Title:

Contact No:

Signed:

Dated:

Company Seal: