



Sky Way Aircraft, Inc.
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AGENCY AGREEMENT

Sky Way Aircraft, Inc. (“Agent”) will search the market and purchase for _____ (“Buyer”) an aircraft that specifically meets the buyer's needs. Agent and Buyer will work together to determine what make, model, equipment, and price range of aircraft to explore.

By signing this Agreement on this ____ day of _____, 2014, Buyer accepts the following terms and conditions. The Term of this Agreement is 90 days from Date of Signing, with the option to be renewed by mutual agreement of Buyer and Agent.

This agreement establishes an Exclusive Agency whereby Buyer agrees and represents that no other Agent has been or will be engaged in pursuit of the Transaction Aircraft. The undersigned hereby acknowledge and accept the Terms and Conditions included on this Agreement, as provided by paragraphs one through seventeen on pages 2 and 3. This agreement will be signed in duplicate, with an original retained by both parties, and will always be transmitted or conveyed including all 3 pages.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their duly authorized representations, effective as of the Effective Date set forth above.

AUTHORIZED REPRESENTATIVES

Larry Peters
 Sky Way Aircraft, Inc. (Agent)
 341 8th Avenue, Southeast
 St. Petersburg, Florida 33701
 Tel: (727) 895-5385
 Fax: (727) 898-8690
 Email: skywayaircraft@aol.com

(Buyer)

 Tel:
 Fax:
 Email:

TERMS AND CONDITIONS

While each transaction is unique, and specific schedule milestones may vary among transactions, the **Agency Process** described below is consistent and predictable.

[01] Consultation | Agent will be available, as needed, to evaluate Buyer's mission profile and establish a target aircraft. After decades of experience as Buyer and Seller, Agent brings perspective and broad market knowledge to recommendations.

[02] Agency Fee and Expenses | Once there is a "Defined Transaction," Buyer will pay a 50% Deposit of the agreed fee. There is a limited list of qualified expenses, and each will be approved by Buyer before being incurred, including; Transportation expenses to inspect the aircraft and/or aircraft Fuel, Pre-purchase charges, Title search fees, FAA registration fees, Expenses associated with delivery of the aircraft. Total Fees per Transaction: The minimum consulting fee is \$10,000. Agent charges 7% of the purchase price for aircraft from \$145,000 to \$249,000; 6% of the purchase price from \$250,000 to \$499,000; 5% of the purchase price for aircraft from \$500,000 to \$1,000,000. Agent's fee is negotiable for purchases of aircraft over \$1,000,000. The Agency Fee deposit, transportation and other approved expenses incurred by Agent are not refundable and/or dependent upon closure for a particular aircraft. Expenses are payable monthly or at transaction closing, whichever is first.

[03] Market Research and Matrix | Agent will prepare a survey of available aircraft, within the bounds of the Defined Transaction, which will include communication with sellers and assessment of market activity around the target aircraft.

[04] Recommended Aircraft Profile | Once a Matrix has been established for the Defined Transaction, a search target will be narrowly defined. Desired aircraft history, status, equipment, and documentation are included in the Profile, and together represent the measure by which available aircraft will be evaluated.

[05] Opportunity for Review/Redirection | If Buyer reviews the Profile and available aircraft and judges the direction will not ultimately be a fit for Buyer's mission and preferences, then this is the point to redirect the process. After this point, all parties will be focused on closing the transaction. Of course, Buyer may redirect the Aircraft Profile at any time prior to closing, but after this point in the process Buyer is committing to the full Agency fee **with the agreed Aircraft Profile**. Later redirection will include an additional deposit of 50% of the original deposit (25% total Agency fee) to move forward with a new Profile.

[06] Qualification and Negotiation | To the extent possible, all documentation will be reviewed prior to travel. This will include Agent's expert review of all aircraft logs, engine logs, prop logs, AD compliance, rigging and avionics, and any other information that bears upon airworthiness of the aircraft and suitability according to the approved Aircraft Profile. Agent will travel as required for the pre-buy inspection, and flight test. If pre-buy inspection and flight test confirm no issues, transaction will close. The Transaction Aircraft will be purchased from the seller at the best possible "Dealer Net Price." Buyer pays only the Agency Fee to Agent; all other savings that Agent can obtain will lower the total transaction cost to Buyer. Buyer pre-approves each offer. Buyer will make funds available for transaction in a designated account. The active nature of today's aircraft market means that the most desirable transactions are completed only by those who have funds ready and available. Fully refundable deposits will be placed (after Buyer's approval) to facilitate inspection and evaluation of conditional items.

[07] Inspection and Closure of Conditional Contract Items | Individual elements needing attention may be identified during the pre-buy inspection or other evaluations. Agent will verify that elements identified as a condition of sale have been closed. To the extent required by the FAA and other authorities, every aircraft will convey with its document history as relied upon for establishment of airworthiness, compliance to all directives, bulletins or other government and manufacturer published guidelines.

[08] Settlement and Delivery | Aircraft purchase transactions are settled via Wire Transfer payments. Any aircraft transport will be arranged subsequent to receipt of final balance of payments from the Buyer to the Seller, and required aircraft sale documentation provided by Seller to Agent. Agent will transmit copies of sale documentation to Buyer prior to transport.

[09] Balance of Agency Fee | Settlement of the aircraft is documentation of fulfillment of the terms of this Agreement. Wire transfer of the Fee Balance and any un-reimbursed expenses is required prior to aircraft delivery to Buyer.

[10] Severability | If a provision of this Agreement is or becomes unenforceable in any jurisdiction, that shall not affect: 1. the validity or enforceability in that jurisdiction of any other provision of this Agreement; or 2. the validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

[11] Does not Establish Employment | Work completed by Agent on behalf of Buyer under the terms of this Agreement does not establish an Employment Relationship between Agent and Buyer. Satisfaction of the terms of this Agreement terminates the Agreement and any relationship between Agent and Buyer.

[12] Jurisdiction | Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement shall be brought against any of the parties only in the courts of the State of Florida or, if it has or can acquire jurisdiction, in the courts of the United States of America located in Pinellas County, Florida, and each of the parties hereto consents to the exclusive jurisdiction of such courts (and appellate courts) in any such action or proceeding, waives any objection to venue laid therein and agrees not to plead or claim in any such courts that such proceeding has been brought in any inconvenient forum.

[13] Non-Payment | Buyer shall assume responsibility for all collection and legal fees necessitated by default in payment as well as interest at 1-1/2% per month. Responsibility for payment is not bound to the Transaction Aircraft, but will be satisfied by any moneys and/or assets of Buyer.

[14] Hold Harmless | Buyer is fully aware of and understands the risks which may be associated with ownership and operation of the Transaction Aircraft. Agent, its employees and associates are hereby indemnified and held harmless by Buyer for any injury, liability, or expense resulting from Buyer's use or resale of any Aircraft.

[15] Legal Use | Buyer warrants that the Transaction Aircraft will be used solely for legal personal and/or business purposes in all jurisdictions of the United States, and in compliance with all FAA and other regulatory controls of civil aviation.

[16] Non-Disclosure/Non-Compete and Intellectual Property | The nature of this Agreement and normal communication between Buyer and Agent will require transmission and retention of some proprietary information. Each party does hereby commit to hold private any and all information received from the other party in the implementation of this Agreement, including; financial information, personal information, the terms and contents of this Agreement, the Agency Process, Market Research / Matrix, the Recommended Aircraft Profile, and other presentations by Agent to Buyer. For any information exchanged between Buyer and Agent, all personal, financial and other information, analysis, discussions and reports, are all held to be the intellectual property of the creator and/or sender of that information.

[17] Entirety of Agreement | This Agreement supersedes any prior understandings or agreements, whether written or oral, and any contemporaneous oral agreements, between the Parties hereto in regard to the subject matter hereof. This Agreement may not be modified orally, but only by an agreement, in writing, signed by all parties.