

AIRCRAFT PURCHASE BROKERAGE AGREEMENT

This Agreement (the "Agreement") is by and between Fisher Jets LLC ("FISHER"), and _____ ("Buyer"), with offices at _____, ("Buyer"). Buyer is interested in purchasing A _____, (the "Aircraft"), and desires to have FISHER act as its exclusive broker and agent for the purpose of locating, researching, and helping Buyer to negotiate the purchase of the Aircraft (the "Services").

- 1) Upon execution of this Agreement FISHER shall begin to provide Buyer with the Services, and shall continue to provide Buyer with the Services for a period of six (6) months, or until Buyer purchases the Aircraft, whichever occurs first (the "Term").
- 2) For its services FISHER shall be paid by Buyer a fee in the amount of one and a half percent (1.5%) of the purchase price of the Aircraft (the "Brokerage Fee"). The Brokerage Fee shall be sent by Buyer to the escrow account specified by FISHER (the "Escrow Account") on or before the same date and time that the final portion of the Aircraft purchase price is required to be sent to escrow under the purchase agreement. At or before the Aircraft closing the Brokerage Fee shall be released from the Escrow Account to FISHER. Both parties agree that the Brokerage Fee is not a commission. FISHER reserves the right to receive a commission from the seller of the Aircraft.
- 3) If during the Term, Buyer purchases any aircraft meeting the description of the Aircraft, then Buyer shall pay FISHER the Brokerage Fee related to the purchase of that aircraft, regardless of whether or not FISHER was involved in the purchase of said aircraft. If during the eighteen (18) month period immediately following the Term, Buyer purchases any aircraft meeting the description of the Aircraft from a seller located by FISHER on Buyer's behalf during the Term, then Buyer shall pay FISHER the Brokerage Fee related to the purchase of that aircraft, regardless of whether or not FISHER was involved in the purchase of said aircraft. A seller shall be deemed to have been located by FISHER on Buyer's behalf, if during the Term, FISHER provides Buyer with written notice of the availability of such seller's aircraft.
- 4) In the event that Buyer purchases the Aircraft under this Agreement, and pays FISHER the Brokerage Fee, then FISHER agrees to aid Buyer in placing the Aircraft with a management company if requested.
- 5) The Brokerage Fee shall cover all expenses associated with locating an aircraft meeting the description of the Aircraft, researching said aircraft, negotiating the business points of the purchase of the Aircraft, and ensuring that the Aircraft and crew are recommended. All additional fees and expenses, including but not limited to attorney's fees, pre-purchase inspection costs, aircraft consultant fees, pilot expenses, and Buyer travel expenses, shall be paid by Buyer. Buyer agrees to indemnify and hold FISHER harmless against all such additional expenses.
- 6) Unless otherwise expressed in writing between Seller and Buyer agrees to establish an escrow with a minimum of one hundred thousand dollars (\$100,000) or 5% of the purchase price with INSURED AIRCRAFT TITLE SERVICE of Oklahoma at the time FISHER forwards aircraft information to the Buyer. The Escrow will be at the will of the Buyer and may be closed at any time at the Buyer's discretion.
- 7) Buyer shall indemnify, defend and hold FISHER harmless from any liability resulting from the sale or operation of the Aircraft, not resulting from FISHER's gross negligence or willful misconduct. FISHER IS A BROKER ONLY AND MAKES NO REPRESENTATIONS OR WARRANTIES, NOR ASSUMES ANY LIABILITY WHATSOEVER CONCERNING THE AIRWORTHINESS, CERTIFICATION OR OPERATION OF THIS AIRCRAFT. BUYER ACKNOWLEDGES AND AGREES THAT IT WILL MAKE THE FINAL DECISION TO ACCEPT AND/OR PURCHASE THE AIRCRAFT, OR TO USE THE SERVICES OF ANY PILOT, AND AGREES TO INDEMNIFY AND HOLD FISHER HARMLESS AGAINST ANY DAMAGES RESULTING FROM BUYER'S DECISION.
- 8) This is the entire Agreement between the parties, superseding any and all negotiations and may not be amended or modified except in writing, signed by the parties hereto. This Agreement shall be governed by the laws of New York, and shall be binding upon and inure to the benefit of the respective parties and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ___ day of ____, 2017.

BUYER: _____,

By: _____

Its: _____

FISHER JETS LLC
Diana Fisher, Managing Partner

By: _____

Its: _____

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