



AIRCRAFT AGENCY AGREEMENT "EXCLUSIVE RIGHT TO REPRESENT"

Manufacturer: _____ Model: _____ Year : _____ N-Number: _____ Serial Number: _____

THIS AIRCRAFT BROKERAGE AGREEMENT ("Agreement"), dated **1/1/2025** is made and entered into by and between _____ ("Seller"), and JS Aviation, Inc., an Ohio corporation ("Broker").

Seller and Broker Agree as Follows:

Appointment of Broker. Subject to and upon the terms and conditions of this Agreement, Seller hereby employs Broker as Seller's exclusive broker, and hereby grants to Broker the exclusive worldwide right to sell, broker and market the hereinafter-described Aircraft, during the term of this Agreement. Seller shall not grant to any other entity or individual any rights whatsoever in connection with the sale of the Aircraft during the term of this Agreement. As used herein, "Aircraft" means and refers to the aircraft as described above.

Term. The term of this Agreement shall commence on the date of this Agreement and shall continue for a period of three (3) months and thereafter. Notwithstanding the termination of the term of this Agreement, the compensation described in Section 6 shall be due and payable to Broker by Seller if, within the ninety (90) day period following the effective date of any termination of this Agreement, Seller sells or agrees to sell the Aircraft to any person or entity (including any associated company or affiliate thereof) introduced to Seller by Broker or any agent or representative of Broker during the term of this Agreement.

Broker's Representations and Covenants. Broker is engaged in the business of selling corporate turbine-powered, jet and piston aircraft and has the capabilities reasonably necessary to perform the services contemplated by this Agreement. Broker has adequate capabilities to conduct a continuous sales campaign for the sale of the Aircraft and will actively pursue the representation and sale of the Aircraft.

Seller's Representations and Covenants. Seller represents that it is the sole owner of the Aircraft free and clear of any claim thereto by or lien or encumbrance thereon in favor of any other person or entity, and will deliver to the purchaser good and marketable title to the Aircraft free and clear of all claims, liens and encumbrances. If Seller withdraws the Aircraft from the market prior to the termination of the term of this Agreement, Seller will reimburse Broker for all reasonable advertising and selling costs relating to the Aircraft.

Marketing and Sale of Aircraft. Seller agrees to sell Aircraft upon acceptance of a purchase offer, payable in cash in U.S. currency at closing. Seller agrees that at the time of sale Seller shall provide Aircraft to Buyer in airworthy condition free and clear of all liens and encumbrances. Seller reserves the right to accept or reject any offer that may be submitted. Marketing and Advertising will be done at the total expense and discretion of the Broker. Should the seller decide to remove the aircraft from the market at any time before the listing period has expired, JS Aviation is owed costs of advertising and media limited to \$2000.

THE AIRCRAFT IS TO BE SOLD "AS IS", "WHERE IS" AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE. NEITHER SELLER NOR BROKER SHALL BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES INCURRED BY ANY PURCHASER

OR ANYONE CLAIMING THROUGH SUCH PURCHASER EVEN IF IT HAS BEEN ADVISED IN ADVANCE ABOUT THE POSSIBILITY OF SUCH DAMAGES.

It is agreed that in the case of a dispute the prevailing party shall have the right to collect from the other party its reasonable costs and attorney fees incurred in enforcing this agreement. It is agreed that the laws of the State of Ohio will govern this agreement.

To indemnify and hold harmless Agent from any liability, claims, damages, causes of actions or suits arising out of, or relating to, the sale or use of the Aircraft, including failure of Seller to disclose any material information to Agent relating to the Aircraft, the misrepresentation by Seller to any prospective buyer regarding the Aircraft or its condition, or the incorrect use of any form used in the transaction by any party to the transaction, including the Agent.

Broker's Compensation. Broker's compensation will be **four percent (4%)** of the contracted sale price prior to any concessions for inspection discrepancies and excluding any applicable sales or use taxes, payable at the time of the closing of the sale by bank wire transfer or other means of remittance acceptable to Broker. The seller agrees to pay a non-refundable deposit of **\$150** to initiate the listing process with JS Aviation. Broker's compensation as set forth herein shall be payable in respect of any sale of the Aircraft consummated during the term hereof or within the 90 day period immediately following the termination of the term of this Agreement as described in Section 2.

Entire Agreement; Binding Effect. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes any other discussions or agreements relating to the subject of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, successors-in-title and assigns, as the case may be.

Amendments Modifications and Notifications. Neither this Agreement nor any provision hereof may be altered, amended, modified or changed orally, but may be so altered, amended, modified or changed only by an instrument in writing signed by the party against whom enforcement of such alteration, amendment, modification or change is sought.

It is agreed by both parties that electronic signatures and electronic copies of documents are acceptable for all aspects of this transaction. IN WITNESS WHEREOF, the parties hereto have executed this Agreement or have caused this Agreement to be executed as of the date first above written.

Seller's Signature

Date

1/1/2025

Broker's Signature (JS Aviation)

Date