

AIRCRAFT ACQUISITION AGREEMENT

This Agreement is made between the undersigned parties as to the date of its execution. Client agrees to retain Dallas Aircraft Sales hereinafter referred to as Agent, to assist Client in the location, selection and acquisition or lease of a corporate aircraft, and accordingly grants to Agent the exclusive right to locate and manage the acquisition of an aircraft suitable to Client.

Agent agrees to conduct a worldwide research effort to aid Client in the location and acquisition of a suitable aircraft. To this end Agent will prepare such material as letters, faxes, mailers and a summary of technical requirements indicating the specific needs of the Client and will distribute such to sellers or lessors of aircraft. Such distribution will be made to persons on Agent's proprietary mailing lists and to other prospective sellers in the manner deemed most appropriate by Agent.

Client agrees that it will not directly or indirectly purchase or lease, or in any manner attempt to negotiate the purchase or lease of any aircraft during the term of this Agreement except through the services of Agent and will inform Agent of any aircraft offered to them by any third party.

Any offer or contract to purchase an aircraft shall be between Client and the seller of the aircraft, unless Dallas Aircraft Sales is specifically requested to act as intermediary and make said offer on behalf of Client. Agent shall review, consult and advise as required, but is not authorized by this Agreement to make or fulfill any contracts or Agreements on behalf of Client unless specifically instructed to do so in writing, wherein it is clearly defined that Client is solely responsible for meeting the terms and conditions of any offer or contract made. All funds to be utilized for the acquisition of an aircraft will be handled through the escrow agent Aero Space Reports Title Service in Oklahoma City, OK.

Client agrees to pay Agent a fee for its services in the amount of 2.0% (Two Percent) of the gross purchase price and/or 10% (Ten Percent) for lease rentals of any aircraft Client purchases or leases during the term of this Agreement, or within six months after termination of this Agreement if such purchase or lease is made from any party which was contacted by Agent on Client's behalf. Client further agrees to compensate Agent for any and all expenses incurred as a direct result of the acquisition process conducted on behalf of the Client. Client agrees to pay Agent through escrow any and all commissions and expenses owed, at time of closing.

This Agreement will remain in effect for a period of 30 days from the date hereof. This Agreement will be automatically renewed on a month-to-month basis unless written notice of termination is given by either Party at least 10 days prior to the expiration of the initial term hereof or prior to the expiration of any renewal term hereof, if applicable.

The terms and conditions of this Agreement are to remain confidential and known only to the parties to this transaction as information contained within is regarded as proprietary.

CLIENT: **DALLAS AIRCRAFT SALES L.L.C.**
AGENT:

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____