

This Agreement may be used as a resource for customized contract development although it is recommended that this be supported by independent research on the suitability of its content for the specific requirements of implementers. It is not intended to provide legal advice and must not be relied upon as such. THIS LEASE IS PROVIDED "AS IS" AND WITHOUT WARRANTIES (WHETHER EXPRESS OR IMPLIED), AND ANY DAMAGES RESULTING FROM ITS USE ARE DISCLAIMED.

AIRCRAFT MANAGEMENT AGREEMENT

THIS AIRCRAFT MANAGEMENT AGREEMENT ("Agreement"), dated _____, is made and entered into on the terms and conditions hereinafter set forth, by and between _____, a _____ corporation ("Lessee") and _____, a _____ corporation ("Manager").

RECITALS:

Lessee is one of multiple lessees with respect to the non-exclusive lease of the several aircraft described in Exhibit A attached hereto and made a part hereof (individually and collectively the "Aircraft"), pursuant to one or more "Aircraft Shared Lease Agreements" of even date herewith (collectively the "Leases"), and subject to and in accordance with the terms and conditions set forth herein (i) Lessee desires to engage the services of Manager to manage its use of the Aircraft for its benefit and at its direction, and (ii) Manager is willing to manage the use of the Aircraft for the benefit and at the direction of Lessee.

AGREEMENTS:

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements of the parties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Agreement Regarding Provision of Management Services. Subject to and upon all of the terms, conditions and provisions of this Agreement, Manager hereby agrees to provide management services, including the furnishing of qualified flight personnel and management services, for the benefit of the Lessee, and Lessee hereby engages Manager to provide such services.

2. Term. The term of this Agreement shall be for an initial period of one (1) year, commencing upon the date of execution of this Agreement and ending at 11:59 p.m., _____ time, on the day prior to the anniversary of this Agreement. This Agreement may be terminated by either party without cause upon ninety (90) days' written notice to the other party; *provided* that (a) this Agreement may not be terminated unless the Leases have also been terminated, and

(b) any obligations or liabilities arising prior to termination shall survive such termination. Notwithstanding the foregoing, this Agreement shall automatically renew for subsequent one (1) year terms unless earlier terminated by either party as provided herein.

3. Services Provided by Manager.

(a) Basic Services.

(i) Manager shall provide scheduling and dispatch services for the Aircraft, using commercially reasonable efforts to accommodate scheduling of Lessee and other lessees with similar Aircraft Shared Lease Agreements.

(ii) No later than the 15th day of each month, Manager shall provide Lessee with a monthly report detailing the operation of the Aircraft for the prior month and year to date, including all usage of the Aircraft under all Leases by calendar date.

(b) Flight Crews. Manager shall, as set forth in Exhibit A and herein, make available to Lessee professionally trained and qualified pilots, possessing current and active commercial pilot certificates with appropriate type ratings for the Aircraft to be operated, who meet all applicable Federal Aviation Administration ("FAA") requirements and any requirements imposed by the insurance carrier for the Aircraft.

(c) Maintenance Services.

(i) Manager shall cause to be maintained on behalf of the Aircraft owner(s) and Lessee, pursuant to the provisions of the Leases and other applicable requirements, all records, logs and other materials required by the FAA to be maintained in respect of the Aircraft. Lessee may, upon reasonable notice to Manager and at Lessee's expense, inspect and copy any such records, logs and other materials at such times during Manager's business hours as shall not unreasonably interfere with the performance by Manager of its business. Any other records relating to the services provided by Manager hereunder, other than records, logs and other materials required by the FAA, will remain the exclusive property of Manager, but any such records that are not proprietary or confidential shall be available to Lessee for a reasonable time after termination of this Agreement so long as Lessee has paid all amounts owed to Manager under this Agreement.

(ii) Manager shall arrange for the Aircraft to be inspected, maintained, serviced, repaired, overhauled and tested by duly qualified and competent personnel in accordance with approved maintenance and preventive repair programs therefore, including the requirements, standards and guidelines established by the FAA and either the manufacturer's recommended maintenance schedule or an approved aircraft inspection program (an "AAIP"), as needed to maintain the Aircraft in good operating condition, ordinary wear and tear

excepted, and in such condition as may be necessary to maintain in good standing the airworthiness certification of the Aircraft, including compliance with any airworthiness directives, mandatory service bulletins and FAA Part 91 (and, if applicable, Part 135) requirements applicable to the Aircraft.

(iii) With respect to the maintenance and repair of the Aircraft, Manager shall arrange for compliance with all applicable requirements of insurance, all applicable rules and regulations of the FAA and all applicable laws and regulations affecting the Aircraft. Where work is performed by third-party vendors, Manager will review all invoices as to the reasonableness thereof, and cause Manager personnel to inspect such work when the Aircraft returns to _____ Airport to confirm that it complies with industry standards.

(iv) Upon Lessee's request, but not more frequently than semi-annually, Manager shall certify by letter to Lessee that to Manager's knowledge, Manager has complied with its obligations under 3(c)(i)-(iii) hereof during the period from the date of the previous such certification (if none, then from the date of this Agreement) through the date of such letter.

(d) Aircraft Cleaning Services. Lessee shall not be charged for routine vacuuming and trash removal; however, any extraordinary cleaning such as stain removal shall be invoiced to Lessee as set forth in Exhibit A.

(e) Insurance. Manager shall arrange for and obtain the insurance coverage specified in Section 7.

(f) Recordkeeping and Reporting. Manager shall maintain full and accurate records of the usage of the Aircraft (including, where applicable, lease revenues and expenses), shall permit Lessee to examine same upon reasonable request during business hours and shall provide monthly reports to Lessee with respect thereto.

Except as specifically provided to the contrary herein or in the Leases, all of the above services shall be performed at no additional cost to the Lessee beyond the Management Fee set forth below and the Rent payable pursuant to the Leases.

4. Compensation and Reimbursement.

(a) As compensation for the basic services to be performed by Manager hereunder, Lessee hereby agrees to pay to Manager a Monthly Management Fee in the amount set forth in Exhibit A, payable in advance on the first day of each month throughout the term of this Agreement. If this Agreement commences on a day other than the first day of a calendar month, or terminates on a day other than the last day of a calendar month, the Monthly Management Fee shall be prorated accordingly. In the event the Monthly Management Fee or other amounts due to Manager hereunder shall not be promptly paid when due, Lessee shall pay interest on such amounts from the date due

until paid at the rate of twelve percent (12%) per annum (but not in excess of the maximum rate permitted by law).

(b) Lessee shall be and remain responsible for any and all costs relating to Lessee's use of the Aircraft, including landing permits and fees, head taxes, departure taxes, immigration, customs, handling, overflight, navigation and airspace fees and similar charges, including associated interest and penalties.

(c) Lessee shall, with respect to its use of the Aircraft, pay all reasonable lodging, ground transportation and other expenses incurred by the pilots assigned to the Aircraft from the time the Aircraft departs the _____ Airport until such time as the Aircraft returns to the _____ Airport. Pilot expenses may be charged at an expense increase as indicated in Exhibit A.

(d) Lessee shall pay or reimburse Manager for the cost of fuel as set forth in Exhibit A.

(e) Manager will provide to Lessee a monthly billing statement for the Monthly Management Fee, the previous month's charges for fuel and for labor and parts, if any, and the pilot base fee and added days, if any. The statement will reflect a summary of trade time in other aircraft if applicable.

5. Additional Responsibilities of Lessee. Lessee agrees:

(a) not to operate the Aircraft or allow the Aircraft to be operated or located in any area excluded from coverage by any insurance required by the terms of this Agreement;

(b) to designate a Lessee's Designated Representative authorized to make decisions on behalf of the Lessee with respect to the Aircraft; and

(c) not to sublease the Aircraft to or permit operation of the Aircraft by any third parties except as approved by Manager and Owner.

6. Availability and Operation of Aircraft.

(a) If and to the extent that the Aircraft is leased to third parties, Lessee will cooperate with Manager and any lessee(s) in scheduling use of the Aircraft to as to avoid conflicts.

(b) Lessee will provide Manager with a flight schedule as far in advance as is reasonably possible, and will provide Manager with the following information for each proposed flight:

(i) proposed departure point;

- (ii) destination;
- (iii) date and time of flight;
- (iv) the number of passengers;
- (v) the full name and weight of each passenger;
- (vi) the nature and extent of luggage to be carried;
- (vii) the date and time of a return flight, if any; and

(viii) any other information concerning the proposed flight that may be pertinent or is reasonably required by Manager.

(c) The Aircraft shall be available at any airport suitable for takeoff and landing in accordance with the FAA regulations under which the Aircraft is then being operated and for which a landing slot can be obtained and provided the same does not violate the terms of applicable insurance coverage or any U.S. laws, regulations or applicable policies. In addition, any operations outside the contiguous U.S. shall be subject to all applicable laws, regulations and insurance policies.

7. Insurance.

(a) Manager shall arrange for and obtain (i) all-risk aircraft hull insurance with respect to the Aircraft, against any loss, theft or damage to the Aircraft (including any engines or parts while removed from the Aircraft); and (ii) liability insurance for bodily injury and property damage for the Aircraft in an amount not less than \$_____ (_____) or \$_____ (_____ and _____) combined single limit liability coverage, and Lessee, Manager and such other parties as may be mutually agreed shall be insured. The insurance required hereunder shall be subject to Lessee's approval, not to be withheld unreasonably, and maintained in full force and effect throughout the term hereof. All such insurance shall waive any right of the insurer to any subrogation, setoff, recoupment, counterclaim or any other deduction in respect of any liability of Manager and contain a thirty (30) day notice of cancellation to Lessee and Manager. Subject to compliance with the foregoing, it is understood and agreed that the requirements of this Agreement regarding insuring the Aircraft may be satisfied by including the Aircraft in Manager's fleet policy coverage. From time to time upon Lessee's request, Manager shall furnish, or cause to be furnished, to Lessee such evidence of the insurance required hereunder as Lessee shall reasonably request (including the policy or policies or duplicate originals thereof). Lessee, in its sole discretion and at its expense, may obtain (but shall not be obligated to obtain) such other and further insurance coverage as Lessee may elect. Lessee's right to obtain additional insurance coverage shall not relieve Manager of any obligation regarding insurance under this Agreement.

(b) LESSEE AGREES THAT SO LONG AS NO EVENT OF DEFAULT HAS OCCURRED AND IS CONTINUING UNDER SECTION 11(a), THE PROCEEDS OF MANAGER'S INSURANCE TO WHICH IT IS ENTITLED, IF ANY, SHALL BE DEEMED TO BE ACCEPTED AS LESSEE'S SOLE RECOURSE AGAINST MANAGER FOR ANY LOSS OR DAMAGE TO LESSEE OR THE AIRCRAFT EXCEPT TO THE EXTENT CAUSED BY OR DUE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF MANAGER.

8. Force Majeure. Manager shall have no liability for delay or failure in furnishing any services contemplated by this Agreement when such delay is caused by Force Majeure. Lessee and Manager agree that when, in the reasonable view of Lessee, Manager or the pilots of the Aircraft, safety may be compromised, Lessee, Manager or the pilots may terminate a flight, refuse to commence a flight or take other action necessitated by such safety considerations without liability for loss, injury, damage or delay. For purposes of this Agreement, "Force Majeure" shall mean an act of God, strike or lockout or other labor dispute, act of the public enemy, war (declared or undeclared), blockade, revolution, civil commotion, lightning, fire, storm, flood, earthquake, explosion, governmental restraint, embargo, sudden or unexpected aircraft mechanical failure, crew illness, inability to obtain or delay in obtaining equipment or transport, inability to obtain or delay in obtaining governmental approvals, permits, licenses or allocations and any other cause whether of the kind specifically enumerated above or otherwise, *provided* that in order for any of the foregoing to constitute "Force Majeure," it must not be reasonably within the control of the Manager or otherwise caused by Manager's negligence.

9. Events of Default by Lessee. The occurrence and continuation of any of the following shall constitute an "Event of Default" by Lessee under this Agreement:

(a) The failure of Lessee to pay when due any amount required to be paid by Lessee hereunder;

(b) The breach by Lessee of any other material provision of this Agreement or any other material agreement with Manager, which breach shall continue for thirty (30) days after written notice to Lessee by Manager (given according to Section 18) to correct such breach and describing the breach complained of; *provided* that if such breach cannot be cured within thirty (30) days and Lessee is diligently attempting to cure such breach, such breach shall not be deemed a default of Lessee unless such breach shall not be cured at the end of sixty (60) days from the giving of the said notice or within such other delay as Manager and Lessee may agree;

(c) Lessee shall:

(i) admit in writing its inability to pay, or fail to pay, its debts generally as they become due;

(ii) make a general assignment for the benefit of its creditors;

(iii) consent to the appointment of, or possession by, a custodian for itself or for the whole or substantially all of its property;

(iv) file a petition or answer seeking reorganization or arrangement or other aid or relief under any bankruptcy or insolvency laws or any other law for the relief of debtors or file an answer admitting, or failing to deny, the material allegations of a petition filed against it for any such relief;

(d) A court of competent jurisdiction shall enter an order, judgment or decree appointing, without the consent of Lessee, a custodian for Lessee or the whole or substantially all of its property, or approving a petition filed against it seeking reorganization or arrangement of Lessee under any bankruptcy or insolvency laws or any other law for the relief of debtors, and such order, judgment or decree shall not be vacated or set aside or stayed within sixty days from the date of entry thereof, or

(e) Under the provision of any law for the relief of debtors, any court of competent jurisdiction or custodian shall assume custody or control of Lessee or of the whole or a substantial part of its property without the consent of Lessee, and such custody or control shall not be terminated or stayed within sixty (60) days from the date of assumption of such custody or control.

10. Remedies for Event of Default by Lessee. Upon the occurrence of an Event of Default by Lessee, Manager may at its option terminate this Agreement and exercise any other remedies provided for herein or otherwise available to Manager at law or in equity.

11. Events of Default by Manager. The occurrence and continuation of any of the following shall constitute an "Event of Default" by Manager under this Agreement;

(a) The failure by Manager to maintain in full force and effect during the term of this Agreement the insurance required by Section 7 for any reason other than a failure by the person(s) responsible therefore to pay the premium due or to comply with the terms of the insurance; or

(b) The breach by Manager of any other material provision of this Agreement or any other material agreement with Lessee, which breach shall continue for thirty (30) days after written notice to Manager by Lessee (given according to Section 18) to correct such breach and describing the breach complained of; *provided* that if such breach cannot be cured within thirty (30) days and Manager is diligently attempting to cure such breach, such breach shall not be deemed a default of Manager unless such breach shall not be cured at the end of sixty (60) days from the giving of the said notice or within such other delay as Lessee and Manager may agree.

(c) Manager shall:

(i) admit in writing its inability to pay, or fail to pay, its debts generally as they become due;

- (ii) make a general assignment for the benefit of its creditors;
 - (iii) consent to the appointment of, or possession by, a custodian for itself or for the whole or substantially all of its property;
 - (iv) file a petition or answer seeking reorganization or arrangement or other aid or relief under any bankruptcy or insolvency laws or any other law for the relief of debtors or file an answer admitting, or failing to deny, the material allegations of a petition filed against it for any such relief;
- (d) A court of competent jurisdiction shall enter an order, judgment or decree appointing, without the consent of Manager, a custodian for Manager or the whole or substantially all of its property, or approving a petition filed against it seeking reorganization or arrangement of Manager under any bankruptcy or insolvency laws or any other law for the relief of debtors, and such order, judgment or decree shall not be vacated or set aside or stayed within sixty days from the date of entry thereof, or
- (e) Under the provision of any law for the relief of debtors, any court of competent jurisdiction or custodian shall assume custody or control of Manager or of the whole or a substantial part of its property without the consent of Manager, and such custody or control shall not be terminated or stayed within sixty (60) days from the date of assumption of such custody or control.

12. Remedies for Event of Default by Manager; Return of Aircraft. In addition to any other remedies provided for herein or otherwise available to Lessee at law or in equity, upon the occurrence of an Event of Default by Manager, Lessee may at its option terminate this Agreement.

13. Operational Control; Limitation of Liability.

(a) Notwithstanding any provision hereof to the contrary, it is understood and agreed that Lessee has possession, command and operational control of the Aircraft for all operations conducted by, on behalf of or for the benefit of Lessee. In no event does Manager have possession, command or operational control for any Aircraft operations unless otherwise expressly agreed in writing by Manager for a specific operation.

(b) Neither party shall be liable to the other for any indirect, special or consequential damages arising by virtue of either party's breach of this Agreement, including loss of use or diminution of value, delay or failure to furnish the Aircraft.

14. Indemnification.

(a) Lessee hereby assumes liability for, and hereby agrees to indemnify and hold Manager, its assignees, successors or transferees and their respective employees,

members, managers, officers, directors and agents (individually and collectively, "Indemnified Persons"), harmless from and against any and all liabilities, damages, penalties, claims, suits, costs, expenses and disbursements, including reasonable legal fees and expenses, of any kind and nature ("Claims"), imposed on, incurred by or asserted against any Indemnified Person arising out of the storage, possession, leasing, subleasing, use or operation of the Aircraft by Lessee during the term of this Agreement, or any accident or occurrence in connection therewith, except as otherwise expressly provided in this Agreement; *provided, however*, that Lessee shall not be required to indemnify an Indemnified Person for: (i) any Claim covered by the insurance maintained pursuant to Section 7, (ii) if Manager has failed to maintain insurance as provided in Section 7, any Claim that would have been covered by such insurance had such insurance been in effect, or (iii) any Claim resulting from acts that result from the willful misconduct or gross negligence of such Indemnified Person. Likewise, Manager hereby assumes liability for, and hereby agrees to indemnify and hold Lessee and its officers, members, governors/directors and agents, harmless from and against any and all Claims related to items (ii) and (iii) above. If any Claim is made against Lessee or Manager, the party receiving notice of such Claim shall promptly notify the other.

(b) EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, LESSEE AGREES THAT MANAGER SHALL NOT BE LIABLE TO LESSEE FOR ANY CLAIM CAUSED DIRECTLY OR INDIRECTLY BY THE INADEQUACY OF THE AIRCRAFT OR ANY PART THEREOF FOR ANY PURPOSE OR ANY DEFICIENCY OR DEFECT THEREIN OR THE USE OR MAINTENANCE THEREOF OR ANY REPAIRS, SERVICING OR ADJUSTMENTS THERETO OR ANY DELAY IN PROVIDING OR FAILURE TO PROVIDE ANY REPAIRS, SERVICING OR ADJUSTMENTS THEREOF OR ANY INTERRUPTION OR LOSS OF SERVICE OR USE THEREOF, ANY INTERRUPTION OR LOSS OF SERVICE OR USE OF THE AIRCRAFT OR ANY LOSS OF BUSINESS, ALL OF WHICH SHALL BE THE SOLE RISK AND RESPONSIBILITY OF LESSEE, EXCEPT IN THE CASE OF CLAIMS ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF OR BREACH OF THE TERMS OF THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO SECTION 3(c)) BY MANAGER.

(c) Notwithstanding any expiration or termination (whether voluntary or as the result of an Event of Default or otherwise) of this Agreement, the liability of each party to indemnify the other party pursuant to this Section 14 shall continue to exist until such indemnity payments are made in full and received by the Indemnified Persons.

15. Third Party Beneficiaries. Lessee and Manager acknowledge and agree that there are no third party beneficiaries of this Agreement.

16. Independent Contractor. Manager is not the agent of Lessee, and the relationship of Manager to Lessee hereunder is that of an independent contractor. In no event shall this Agreement be construed as creating a joint venture, partnership or other form of association or cooperative arrangement between the parties.

17. Assignments.

(a) This Agreement shall not be assigned by Lessee without the prior written consent of Manager.

(b) This Agreement shall not be assigned by Manager to any person other than an affiliate of Manager without the prior written consent of Lessee.

(c) Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their representatives, successors and permitted assigns.

18. Notices. Any and all notices or other communications permitted or required to be made under this Agreement shall be in writing and shall be delivered personally or sent by facsimile transmission, mail or nationally recognized courier service (such as Federal Express) using the intended recipient's address set forth below, or such other address as may have been supplied in writing by the intended recipient and of which receipt has been acknowledged in writing. Unless otherwise expressly provided herein, notices or other communications shall be deemed to have been duly given or made (a) upon personal delivery, (b) when sent by facsimile (confirmation of receipt received), (c) on the third (3rd) day after the date of mailing, or (d) on the day after the date of delivery to such courier service, as the case may be. Rejection, refusal to accept or inability to deliver because of a changed address of which no notice was given shall not affect the validity of any notice or other communication given in accordance with the provisions of this Agreement. For purposes of this Agreement:

The address of Lessee is:

The address of Manager is:

19. Counterparts. This Agreement may be executed in multiple counterparts or copies, each of which shall be deemed an original hereof for all purposes. One or more counterparts or copies of this Agreement may be executed by one or more of the parties hereto,

and some different counterparts or copies executed by one or more of the other parties. Each counterpart or copy hereof executed by any party hereto shall be binding upon the party executing same even though other parties may execute one or more different counterparts or copies, and all counterparts or copies hereof so executed shall constitute but one and the same agreement. Each party hereto, by execution of one or more counterparts or copies hereof, expressly authorizes and directs any other party hereto to detach the signature pages and any corresponding acknowledgment, attestation, witness or similar pages relating thereto from any such counterpart or copy hereof executed by the authorizing party and affix same to one or more other identical counterparts or copies hereof so that upon execution of multiple counterparts or copies hereof by all parties hereto, there shall be one or more counterparts or copies hereof to which is(are) attached signature pages containing signatures of all parties hereto and any corresponding acknowledgment, attestation, witness or similar pages relating thereto.

20. Severability. Any provision of this Agreement that is prohibited or unenforceable with respect to any person or circumstance or in any jurisdiction shall, as to such person, circumstance or jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision with respect to other persons or circumstances or in any other jurisdiction.

21. Prior Management Agreement. Effective as of the date hereof, this Agreement amends, restates, supersedes and replaces the Aircraft Management Agreement dated _____, by and between Lessee and Manager, as the same heretofore may have been amended or modified.

22. Miscellaneous Provisions.

(a) This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and there are no representations, warranties, conditions, covenants or agreements with respect to the subject matter hereof other than as set forth expressly herein.

(b) This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of _____, without reference to the conflicts or choice of law principles thereof.

(c) 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.

(d) The headings in this Agreement and the usage herein of defined terms are for convenience of reference only, and shall not be construed as amplifying, limiting or otherwise affecting the substantive provisions hereof.

(e) Any reference herein to any instrument, document or agreement, by whatever terminology used, shall be deemed to include any and all past, present or future amendments, restatements, modifications, supplements, extensions, renewals or replacements thereof, as the context may require.

(f) All references herein to the preamble, the recitals or sections, paragraphs, subparagraphs, annexes or exhibits are to the preamble, recitals, sections, paragraphs, subparagraphs, annexes and exhibits of or to this Agreement unless otherwise specified. The words "hereof", "herein" and "hereunder" and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement.

(g) When used herein, (1) the singular shall include the plural, and vice versa, and the use of the masculine, feminine or neuter gender shall include all other genders, as appropriate, (2) "include", "includes" and "including" shall be deemed to be followed by "without limitation" regardless of whether such words or words of like import in fact follow same, and (3) unless the context clearly indicates otherwise, the disjunctive "or" shall include the conjunctive "and".

(h) Any reference herein to any law shall be a reference to such law as in effect from time to time and shall include any rules and regulations promulgated or published thereunder and published interpretations thereof.

[This space left blank intentionally; signatures appear next page]

IN WITNESS WHEREOF, each of Lessee and Manager has caused this Agreement to be executed by a duly authorized officer, manager or other representative thereof as of the date first above written.

LESSEE:

By:

MANAGER:

By:

EXHIBIT A

Aircraft: Year Make Model Serial Number

FAA Registration Nos.: N_____

Lessee's Designated Representative: _____

Insurance Estimate: as provided by insurance carrier. Lessee will be added as an additional insured under Manager's policy of insurance and provided with a certificate of insurance.

Monthly Management Fee: \$_____

Flight Crew Charges: \$_____ per day (two pilots) for N_____ and N_____, \$_____ per day (one pilot) or \$_____ per day (two pilots) for N_____ and N_____. Minimum charge of ___ days per year, or \$---00 – paid in 12 equal monthly payments of \$_____. Days in excess of the ___ day minimum will be invoiced in arrears when usage exceeds 7 days per month.

Fuel Rates: Fuel charges that are not invoiced directly to Lessee by the provider shall be invoiced by Manager monthly.

Aircraft Cleaning Services: Aircraft cleaning services shall be invoiced at Manager's standard rates.