

MARKETING AGREEMENT

AIRCRAFT: MD 530FF

S/N: 0717FF

Whereas **City of Columbus ("Owner")** desires to sell the above referenced aircraft ("Aircraft") and appoints **Air Flite, Inc. ("Air")** as its exclusive marketing agent, the parties agree as follows:

- 1. Marketing Campaign:** Air shall conduct an advertising and marketing campaign for the Aircraft. Qualified prospects will be identified through Air's market data systems and the daily contact of its marketing professionals. Air will prepare and distribute sales brochures for the Aircraft, including photographs and technical specifications. Air will absorb all costs incurred for the foregoing marketing efforts.
- 2. Market Updates & Consultation:** Air shall provide Owner regular updates on relevant market activity, and at Owner's request, will render advice on any area of Air's expertise. Owner will be forwarded with all offers, along with Air's recommendation, for consideration.
- 3. Aircraft Data:** Owner shall provide the following: (a) current specifications and equipment lists; (b) current inspection schedule status; (c) interior and exterior photographs, if available; (d) Aircraft access with prior notice.
- 4. Representations and Authority:** Air is hereby selected to exclusively manage the sale of the Aircraft and is directed to represent the Aircraft as being free and clear of liens and encumbrances. Air shall market and represent the Aircraft as being in "as is" condition. Owner shall include with the sale of the Aircraft all available logbooks, manuals and records. Any contract for sale of the Aircraft between Air as agent of Owner and Buyer and shall contain the following limitation of liability clause without exception:

THE WARRANTY, OBLIGATIONS AND LIABILITIES OF SELLER AND THE RIGHTS AND REMEDIES OF BUYER SET FORTH IN THE AGREEMENT ARE EXCLUSIVE AND ARE IN LIEU OF AND BUYER HEREBY WAIVES AND RELEASES ALL OTHER WARRANTIES, OBLIGATIONS, REPRESENTATIONS OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW, IN CONTRACT, CIVIL LIABILITY OR IN TORT, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO A) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, AND B) ANY OTHER OBLIGATION OR LIABILITY ON THE PART OF SELLER TO ANYONE OF ANY NATURE WHATSOEVER BY REASON OF THE DESIGN, MANUFACTURE, SALE, REPAIR, LEASE OR USE OF THE AIRCRAFT OR RELATED PRODUCTS AND SERVICES DELIVERED OR RENDERED HEREUNDER OR OTHERWISE. SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL AND/OR PUNITIVE DAMAGES OF ANY KIND OR NATURE UNDER ANY CIRCUMSTANCES OR, WITHOUT LIMITING THE FOREGOING, FOR ANY LOST PROFITS OR ANY OTHER LOSSES OR DAMAGES FOR OR ARISING OUT

OF ANY LACK OR LOSS OF USE OF ANY AIRCRAFT, ANY EQUIPMENT, ANY ACCESSORY OF ANY SPARE PART FOR ANY REASON. THE PARTIES HERETO HEREBY ACKNOWLEDGE AND AGREE THAT THE LIMITED WARRANTIES AND THE LIMITATION OF LIABILITY PROVISIONS CONTAINED HEREIN AND, IN THE SPECIFICATION, HAVE BEEN EXPRESSLY AGREED TO IN CONSIDERATION OF THE PURCHASE PRICE AND OTHER PROVISIONS OF THIS AGREEMENT. TO THE EXTENT APPLICABLE LAWS DO NOT ALLOW THE LIMITATIONS SET OUT HEREIN, SUCH LIMITATIONS SHALL NOT BE APPLIED OR INVOKED."

5. General Terms:

Asking Price: \$US 2,250,000.00 Commission: \$US 3.0% of Sales Price

Deposit Required: N/A Term: 180 days

6. After closing, Air will invoice Owner for the commission of 3.0% of the sales price of which the total amount shall not exceed \$67,500.00 as authorized by City Ordinance. Escrow Fees shall not exceed \$6,000.00, of which will be split 50/50 between the Owner and the Buyer. Air will invoice these fees after closing. Any forfeited deposits shall be split equally between Owner and Air up to the full commission amount. Legal expenses from commission collection shall be reimbursable. Should Air purchase the Aircraft for its own account, this Agreement shall terminate, and no commission shall be due.

7. Any signed Agreement sent via fax or email shall be considered the same as an original.

8. Owner authorizes its exclusive agent, Air, to be the sole contact regarding any inquiries.

9. Air will release the City of Columbus from all and any liability upon the sale of the aircraft.

City of Columbus ("Owner")

Air Flite, Inc. ("Air")

By:
Title:
Date:



By: Mark White
Title: President
Date: 02/25/2026