

Brokerage Agreement

This Agreement (the "Agreement") is made and effective as of the date last signed below between Global Enterprise ELL, Inc., a Florida corporation with its principal place of business at 1986 NW 82nd Avenue, Doral, Florida 33126 hereinafter referred to as "Broker," and _____, whose address is _____, hereinafter referred to as "Client."

W I T N E S S E T H:

WHEREAS, Client sells, or buys aircraft, aircraft parts, materials, components (hereinafter referred to as "Articles" or "Article") and/or provides repair services for aircraft parts, materials, components and wishes to engage Broker to assist in the sale, or purchase of such parts, materials, components or provides repair services through a sales, or purchase representative in accordance with the terms and conditions set forth in this Agreement and for the term provided in this Agreement; and

WHEREAS Broker has expressed his willingness to become a broker for Client in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in exchange for the mutual covenants exchanged herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Client appoints Broker as its exclusive authorized sales and purchase representative as it applies for the period and in accordance with the terms and conditions set forth in this Agreement.
2. Broker is hereby authorized to locate and present to Client potential buyers, or sellers for Client's Articles and/or repair services.
3. Broker is intended to be, as it applies, an exclusive sales and purchase broker for Client and is not limited to any geographical area or areas.
4. This Broker Representation Agreement shall remain in effect for a period of three (3) years, unless extended or terminated as set forth herein, beginning on date last signed below. Either party may terminate this Agreement by providing the other party with at least sixty (60) days advance written notice of the date of termination. Upon termination or expiration of this Agreement, Broker shall be entitled to a commission on the sale of any Articles and/or provides repair services by Client and which Client sells to a buyer identified by Broker within one year of the effective date of the termination of this Agreement.
5. During the term of this Agreement, Broker agrees to actively pursue potential buyers, or sellers of, or for Client's Articles, as applicable, or repair services and to this end will:

A. Promote the purchase, or sale of the Articles through a sales, or purchase program including internet-based sales, or may purchase advertising as well as personal and mail solicitation of known buyers, or sellers and prospective buyers, or sellers;

B. Regularly report to Client the status of sales, or purchases and sales, or purchase potential; and

C. Assist in Client's preparation of documents, closing, and delivery or receipt of the Articles and/or provision repair services to a buyer or seller.

6. Broker is to be paid by Client, at the closing of the sale or purchase transaction of the Article(s) or conclusion of the repair services, a commission equal to _____ Percent (___%) of the gross sales or purchase price, plus reimbursement of Broker's expenses incurred in promoting the purchase or sale of the Client's Article or repair services. In the event that the consideration given by a Client shall be comprised of real, personal, tangible or intangible property, Broker's commission shall be based upon the fair market value of all such consideration given or received by the Client.

7. Within ten (10) days of execution of this Agreement by Client, Client shall provide Broker with a complete list of all persons, firms, or entities that are buyers and/or sellers with whom Client has had a business transaction within the last twelve (12) months from the date of Client's execution of this Agreement. Broker shall not be entitled to a commission of the sale or purchase of Client's Articles or repair services to such persons, firms, or entities unless agreed otherwise by all parties as set forth herein this agreement. Failure of Client to provide such a list of potential Clients shall entitle Broker to a commission as it applies from the sale or purchase of Client's Article or repair services to any buyer or seller introduced to Client by Broker. Client affirmatively agrees not to, or attempt to, circumvent Broker's entitlement to a commission on sales and/or purchases generated by Broker for Client.

9. Upon termination or expiration of this agreement, Broker may as requested, provide Client with the name and address of all potential buyers and/or sellers which Broker has procured or sold, and, in the event Client consummates a sale or purchase of Articles or provides repair services to any such potential Client within one (1) year of the termination or expiration of this Agreement, Broker shall be entitled to a commission as set forth herein.

10. Client agrees to hold Broker harmless, defend, and to indemnify Broker from any and all liability, claims, damages, losses, or expenses, including reasonable attorneys fees incurred by Broker in connection with the sale or purchase of Client's Article(s) or repair services, including but not limited to taxes (excluding taxes assessed to Broker based upon its annual income), breach of any sales or purchase agreement for sale or purchase of or for the Article(s) to or for Client, or that may occur as a result of the Broker's acts or omissions under this Agreement, or otherwise resulting from the sale or purchase of the Article(s) of or for Client.

11. Client shall pay when due all license and registration and recording fees, assessments, and use, gross receipts, withholding, personal property and other taxes, levies, imposts, duties, charges or any fees now or hereafter imposed by the Country of Registration or any governing authority (together with all penalties, fines or interest thereon) arising in connection with the execution of this agreement, the payments due thereunder, and the sale or purchase of Client's

Article(s) or provides repair services. "Taxes" includes all forms of taxation, levy, impost, duty or charge of similar nature and any amount treated as such whenever created or imposed and whether of the Country of Registration or the United States of America or elsewhere and whether imposed by a local, municipal, governmental, state, federal or other body and shall include, without limitation, all fines, penalties, costs, charges and expenses payable in connection with any failure to pay or delay in paying the same (except and to the extent that any such fines, penalties, costs, charges and expenses arise solely as a result of acts or omissions or delay of Broker) and references to "tax" and "taxes" shall be construed accordingly.

12. The parties acknowledge that the contacts, potential buyers, potential sellers and all their related information shared between the parties, as well as the commercial and financial information contained in this Agreement is considered confidential. The parties agree that it will treat the contents and subject matter of this Agreement as confidential and will not, without the prior written consent of the other, disclose this Agreement or the subject matter hereof to any third party except to their respective affiliates and its directors, officers, employees, professional advisors, insurance brokers, auditors, or other agents or as may be required by applicable law. Upon disclosure in accordance with the terms hereof, such disclosing party shall use its commercially reasonable efforts to secure confidential treatment from all recipients of such privileged and confidential information.

13. OFAC. Client represents and warrants that it is familiar with, and conducts its business in compliance with: (i) applicable U.S. export controls administered by the United States Department of Commerce's Bureau of Industry and Security (the "BIS") and the United States Department of State's Directorate of Defense Trade Controls ("DDTC"), and (ii) applicable United States economic sanctions administered by the United States Department of Treasury's Office of Foreign Assets Control ("OFAC"). Client specifically acknowledges that the Article(s) is/are subject to ongoing BIS or DDTC export licensing requirements which can restrict the sale, purchase, lease, brokering or exportation of the Article(s) and the parts related thereto. Any sale, purchase, lease, brokering, or use of an Article(s) to or in certain countries, presently including Cuba, Iran, North Korea, Sudan, Libya, Syria or the Crimea Region of Ukraine (or to an entity located in one of those countries or regions, as the case may be or as found in any of the U.S. governmental departments mentioned herein) is prohibited without first obtaining a license from BIS's Export Administration Regulations and providing a copy of said license to Broker. Further, any export, sale, purchase, lease or brokering of an Article(s) or component that is regulated pursuant to the DDTC's International Traffic in Arms Regulations will require a license or other authorization from DDTC and providing a copy of said license or authorization to Broker. Client further acknowledges that United States economic sanctions programs prohibit the resale or leasing of an aircraft and its engines or other parts (i) to the government of, or for operation in or to, certain countries or territories presently including Cuba, Libya, Iran, North Korea, Sudan, and the Crimea Region of Ukraine or (ii) the persons listed on OFAC's Specially Designated Nationals and Blocked Persons List ("SDN List") at the time of sale or at any time during the term of a lease. The SDN List can be viewed at: <http://www.treas.gov/offices/enforcement/ofac/sdn/index.html>. Client represents that it will comply with all applicable requirements administered by BIS, DDTC and OFAC and all other applicable law in its use or disposition of the Article(s) and the parts related thereto. Client represents and warrants that the U.S. Government has not imposed restrictions on dealing with Client pursuant to U.S. sanctions or export control regulations, including those

administered by OFAC and the BIS. Without limiting the foregoing, Client represents and warrants that it is not owned (at 50% or greater ownership interest, directly or indirectly, individually or collectively) or controlled by any government of, or any person or entity organized, established, domiciled or otherwise located in, any country or region subject to OFAC comprehensive sanctions or designated on a U.S. restricted party list, including OFAC's SDNs, FSEs, or SSIs.

14. Miscellaneous.

A. Benefits and Assignments. This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and their respective successors and assigns.

B. Choice of Law. This agreement shall in all respects be governed by, and construed in accordance with, the laws of the State of Florida, including all matters of construction, validity and performance, without reference to principles of conflicts of laws.

C. Jurisdiction. The courts of Miami-Dade County Florida shall have exclusive jurisdiction to resolve any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement). The parties agree that the courts of Florida are the most appropriate and convenient courts to settle disputes and accordingly neither party will argue to the contrary.

D. Service of Process. Client hereby consents to service of process or any other paper upon it by certified or registered mail, return receipt requested, or by recognized courier service (FedEx, UPS, DHL, etc.) at its address first set forth above and agrees that such service shall be deemed good, proper and effective service upon it in any legal action, suit or proceeding and shall, to the fullest extent permitted by law. Any party may also serve any other party to this Agreement by any method recognized by the court where the action is brought.

E. Waiver of Jury Trial. **THE BROKER AND THE CLIENT HEREBY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING TO WHICH THEY ARE PARTIES INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

F. Costs and Expenses. Each party shall bear its own fees, costs and expenses in connection with the preparation, negotiation and completion of this Agreement and performance of the transactions contemplated hereby, except as expressly provided herein. In the event of any dispute between the parties arising from or related to this agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and cost of litigation including any appeals.

G. Waiver. Waiver by Broker of any breach of any terms, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained.

H. Time Is Of The Essence. Time is of the essence in this Agreement.

I. Unenforceability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or

unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction.

J. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereunder and supersedes all previous communications, representations or agreements, either oral or written, heretofore made between the parties regarding the subject matter hereof. The Agreement shall not be varied in its term by an oral agreement or representation or otherwise than by an instrument in writing of even or subsequent date hereto executed by both parties by their duly authorized representatives.

K. Captions. The captions to the articles and subparagraphs contained herein are solely for the convenience of the parties and do not in any way affect the meaning of the terms thereof.

L. Counterparts and Facsimile. This Agreement may be executed in any number of separate counterparts by the parties and may be delivered in original or by facsimile or e-mail, and each counterpart shall when executed and delivered be an original document, but all counterparts shall together constitute one and the same instrument.

M. Representations. The parties hereto each represent and warrant to the other that (i) this Agreement has been duly authorized by all necessary corporate action on its part and does not require any approval, and (ii) this Agreement has been duly executed and delivered by it and constitutes its legal, valid and binding obligation enforceable against it in accordance with its terms.

IN WITNESS WHEREOF the parties hereto have executed this Agreement in Miami, Dade County, Florida on the date 1st signed below.

CLIENT:

By: _____

Date: _____

BROKER:

Global Enterprise ELL, Inc.

Carlos A. Llorens, President

Date: _____