

WEIGHTS: Gross Weight : 2500 Lbs
 Empty Weight: 1619.19
 Usefull Load: 880.1 Lbs

REMARKS: Engine removed and overhauled by Flightline Aviation October
 1995 to their Sapphire Overhaul standard which included new
 Cylinders.
 Aircraft imported into NZ 1995
 Tidy, well maintained 4 seat cruiser. GPS is coupled to Fuel flow indicator
 Always Hangared.

PRICE: NZ\$149,500.00 inclusive of GST (if any).
 Ask about the Export price of this aircraft

DELIVERY: Immediate/ As arranged with Fresh Inspection

View Photo's, information and additional aircraft on www.DtiAircraftSales.com

All specifications subject to verification on inspection and change without notice. Dennis Thompson International Ltd has not conducted a detailed inspection of this aircraft to verify mechanical condition, airworthiness or accuracy of specifications and documents. Prospective purchasers are encouraged to conduct their own independent pre-purchase inspection as Dennis Thompson International Ltd makes no representations as to the airworthiness of the aircraft or the accuracy of the above information. E and OE. Above aircraft offered subject to remaining unsold or withdrawal from sale.

AGREEMENT AND AUTHORITY TO SELL AN AIRCRAFT ON BEHALF OF A VENDOR
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DATED THIS _____ day of February 2025

BETWEEN: G.A. Drinkrow
40/12 Selwyn Road TEL: _____
Howick FAX: _____
Auckland MOB 0274 594 219
EMAIL: grant.drinkrow@gmail.com

GST NO: _____
(Hereinafter called the "VENDOR")

AND: **DENNIS THOMPSON INTERNATIONAL LIMITED ("DTI")** a duly incorporated company having its registered office at Unit E2, 17 Corinthian Dr, Albany, Auckland, New Zealand engaged in the business of buying and selling aircraft both within New Zealand and overseas.

APPOINTMENT: The VENDOR as full & absolute owner of the aircraft described below ("AIRCRAFT"), does hereby appoint & authorise DTI to act as sales agents to market & sell the AIRCRAFT on behalf of the VENDOR for the fee ("the FEE") set out below & pursuant to the terms and conditions of this Agreement.

Aircraft Type Cessna 177B REGN: ZK-JDJ
Serial Number 177-02472 (The Aircraft)
For the price of \$149,500.00 (including GST if any)

1 PRICE

- 1.1 The VENDOR agrees that the PRICE (including any deposit) will be payable to DTI upon completion of the sale of the AIRCRAFT.
- 1.2 The VENDOR agrees to pay DTI and authorises DTI to deduct and retain from the PRICE the FEE and any other amounts payable to DTI under this Agreement, including without limitation, all costs, legal fees, loss, damage and other matters referred to in clause 5.1(a) to (c) of this Agreement.
- 1.3 DTI will provide a statement to the VENDOR showing all sums deducted from the PRICE on payment of the balance of the PRICE to the VENDOR.
- 1.4 Any alteration of the PRICE shall be subject to agreement in writing between the VENDOR and DTI.

2 FEES

- 2.1 Subject to clause 2.2, the VENDOR will become liable to pay the FEE to DTI immediately upon the execution of an agreement for sale and purchase of the AIRCRAFT ("the Agreement for Sale and Purchase") or upon the sale of the Aircraft whichever first occurs.
- 2.2 The FEE shall be 7.5% of the Price plus GST. The FEE shall not be payable if no sale is completed.
- 2.3 The VENDOR agrees that the FEE shall be payable by the Vendor to DTI as if DTI had effected the sale of the AIRCRAFT if any agreement to sell or otherwise commit the AIRCRAFT is effected by any party other than DTI (including the VENDOR):
 - (a) During the term of this Agreement; or
 - (b) Within 120 days after the termination of this Agreement, with any party who was (directly or indirectly) contacted by, demonstrated to or otherwise made aware of the AIRCRAFT'S availability through DTI's efforts.

3 AGENCY TERM

- 3.1 This Agreement shall operate for a minimum of 90 days from the date hereof and shall continue thereafter until terminated by one month's written notice given by either party to the other.

- 3.2 The VENDOR agrees that DTI shall have sole and exclusive rights to sell the AIRCRAFT during the term of this Agreement.
- 3.3 The VENDOR agrees that it will not during the term of this Agreement enter into any private negotiations to sell or otherwise commit the AIRCRAFT and that it will refer any private enquiries or offers for the AIRCRAFT to DTI immediately.
- 3.4 The VENDOR authorises DTI to enter into and execute an Agreement for Sale and Purchase as agent for the VENDOR on the terms of this Agreement.
- 4 CAPACITY**
- 4.1 The VENDOR hereby declares that the VENDOR is lawfully entitled to enter into this Agreement as full and absolute owner (or as nominee (if disclosed) of the full and absolute owner) of the AIRCRAFT. The VENDOR authorises DTI to execute DTI's Agreement for Sale and Purchase of the AIRCRAFT on its behalf and to accept and properly account for all monies and deposits received pursuant to the Agreement for Sale and Purchase.
- 4.2 The VENDOR warrants and represents that all details and specifications relating to the AIRCRAFT as provided to DTI are true and accurate and that no material information or data relevant to the sale of the AIRCRAFT has been or will be withheld.
- 4.3 The VENDOR warrants and unconditionally undertakes that free and unencumbered title to the AIRCRAFT will transfer to the purchaser upon completion of the sale of the AIRCRAFT in accordance with the terms of the Agreement for Sale and Purchase and that the VENDOR has full power and lawful authority to transfer title of the AIRCRAFT to the purchaser, free from mortgages, charges or other encumbrances.
- 5 INDEMNITY**
- 5.1 The VENDOR indemnifies and will keep indemnified DTI against:
- (a) Any costs which DTI incurs on the VENDOR's behalf including, without limitation, the costs of sales and demonstration flights, engineering fees, repairs, all costs associated with recording the change of ownership of the AIRCRAFT with the Civil Aviation Authority or other organisation and all other costs agreed with the Vendor;
 - (b) All legal fees and costs incurred by DTI (on a solicitor client basis) in connection with this Agreement, including in connection with the preparation, negotiation, execution, completion and enforcement of any Agreement for Sale and Purchase of Aircraft and any action taken by DTI to enforce its rights under this Agreement; and
 - (c) Any loss damage or liability (whether criminal or civil) suffered or incurred (together with legal fees on a solicitor client basis) by DTI resulting from any failure by the VENDOR to ensure the AIRCRAFT is airworthy and in good saleable condition and any claim made by any person against DTI which relates in any way whatsoever to the AIRCRAFT or the sale or any proposed sale thereof, provided that such liability has not been incurred through any wilful misconduct or negligent act, omission or statement of DTI.
- 6 DELIVERY**
- 6.1 The VENDOR agrees to deliver the AIRCRAFT immediately upon completion of the sale in terms of the Agreement for Sale and Purchase in an airworthy condition with a valid Certification of Airworthiness or a new Release to Service following a 50 hour, 100 hour or routine inspection, and all logbooks and records relating to the AIRCRAFT.
- 7 CONSIGNMENT - DEMONSTRATION - INSPECTION**
- 7.1 The VENDOR agrees to make the AIRCRAFT available to DTI on consignment at Ardmore Airport (or such other location as may be agreed between the parties) for display, demonstration, inspection and sale purposes. The VENDOR agrees to meet all those costs of demonstration and sales flights save for those direct costs of fuel, oil, landing and airways charges which shall be the responsibility of DTI.
- 8 INSURANCE**
- 8.1 The VENDOR agrees to keep the AIRCRAFT comprehensively insured at all times whilst in the care of and operated by DTI and to notify insurers of this Agreement. DTI may at the request of the VENDOR insure the AIRCRAFT under DTI's dealer cover at the VENDOR's cost.
- 9 LIEN**
- 9.1 From the time that DTI receives into its custody the Aircraft or any certificates, logbooks and records relating to the AIRCRAFT, DTI will have a particular lien and a general lien in respect of the AIRCRAFT and all certificates, logbooks and records relating to the AIRCRAFT ("Lien"), for the FEE and any other sums due and owing to DTI under this Agreement.
- 9.2 The VENDOR agrees that DTI, at its discretion, may exercise the Lien without notice in respect of any due and unpaid sums under this Agreement and may detain the AIRCRAFT and/or certificates, logbooks and records relating to the AIRCRAFT while in possession of the same until the VENDOR makes payment of all sums due and owing to DTI under this Agreement. DTI may charge the VENDOR for storage for the period in which the AIRCRAFT is detained by DTI under this clause 9.2 and for all costs incurred by DTI in exercising the Lien, including all costs associated with detaining and storing the AIRCRAFT and related documentation.

10 THIS AGREEMENT contains all terms of the arrangement between the VENDOR and DTI and supersedes and extinguishes all prior agreements, discussions and arrangements between the parties with respect to the matters covered herewith. This Agreement is governed by, and construed in accordance with, the laws of New Zealand. The parties submit to the exclusive jurisdiction of the courts of New Zealand in respect of any dispute or proceeding arising out of or in connection with this Agreement. The undersigned acknowledge they have read and fully understand the obligations one to the other of this Agreement.

Signed for the VENDOR by:

In the presence of:

_____ G.A. Drinkrow

_____ Witness Name
_____ Witness Signature
_____ Witness Occupation
_____ Witness Address

Signed for & on behalf of DTI (Agent):

In the presence of:

_____ D A THOMPSON

_____ Bradley Thompson Witness Name
_____ Witness Signature
_____ Administration Witness Occupation
_____ Auckland Witness Address

DATED this: _____ day of _____ February _____ 2025