



Attachment A

FINANCIAL STANDARDS AGREEMENT - CANADA CARGO
(EXECUTED IN DUPLICATE)

Complete boxed areas only

THIS AGREEMENT made the _____ day of _____
AMONG

insert date this agreement signed.

Insert names of all shareholders.

(hereinafter called the "Shareholders")

OF THE FIRST PART

AND:

insert name of company.

a company duly incorporated under the laws of _____ and conducting business in _____

Insert address.

(hereinafter called the "Company")

OF THE SECOND PART

AND: INTERNATIONAL AIR TRANSPORT ASSOCIATION, 800 Place Victoria, Montreal, Quebec H4Z 1M1, on behalf of its Member Airlines and the Agency Administrator of IATA.

(hereinafter called "IATA")

OF THE THIRD PART

WHEREAS:

A By a Cargo Sales Agency Agreement (hereinafter called the "Agency Agreement") made between the Company and IATA, the Company agrees to sell air cargo transportation on behalf of the Members of IATA, and the Members agree to pay commission thereon when the Company has received approval to so represent IATA and its Member Airlines.

B All the issued and outstanding shares of the Company are held by:

insert names of shareholders

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and of the covenants and conditions hereinafter contained, the parties hereto agree amongst themselves as follows:

1. The Shareholders represent and warrant to IATA that they are the registered and/or beneficial owners of all the issued and outstanding shares in the Company, and that they have a good and marketable title to such shares free and clear of liens, claims, encumbrances and restrictions of any kind.
2. The shareholders represent, warrant, covenant and agree that they will not permit or cause the Company to and the Company agrees that it will not:
 - (a) declare or pay any dividends on the issued and outstanding shares in the Company;

- (b) make any payments to any shareholder on account of any loan from, interest in, or indebtedness of the Company, whether secured or otherwise;
- (c) purchase or redeem any share in the Company;
- (d) distribute capital or make any payment to any shareholder based on the shares owned or held by such shareholder;
- (e) issue, grant or sell any additional shares, warrants, bonds or debentures of the Company.

If the effect of any of the foregoing transactions would jeopardize or reduce the Working Capital or the Tangible Net Worth of the Company below such amounts established from time to time by IATA and which maybe required by IATA for appointment or retention as Registered Cargo Agent. For the purpose of this agreement Working Capital shall be defined as the excess of the current assets of the Company over the current liabilities of the Company. Tangible Net Worth shall be defined as the equity of the Shareholders of the Company calculated by summing common and preferred stock, paid-in/contributed capital, long term shareholder loans, plus or minus, net income/loss, retained earnings (deficit); less, intangible assets such as but not limited to, goodwill, franchise fees, customer lists, covenants not to compete.

3 If any of the goods and chattels of the Company shall be at any time seized or taken in execution or attachment or if the Company shall make an assignment for the benefit of creditors or shall become bankrupt or insolvent, or become subject to any legislative enactments relating to liquidation or winding-up, whether voluntary or compulsory, then and in any such event, the shareholders covenant and agree that they will not request or accept any payment from the Company, its liquidator, trustee, receiver or manager on account of any indebtedness to the Shareholder unless and until all amounts owing to the Member Airlines of IATA pursuant to the Agency Agreement are paid in full. In WITNESS WHEREOF the parties hereto have executed this Agreement as of the date and year first above written.

SIGNED, SEALED, AND DELIVERED

Shareholders: _____ Witness: _____

Company: (Type Name)

The Corporate Seal (if required)

was hereunto affixed in the presence of:

all shareholders
to sign;
signatures
to be
witnessed;

insert
company
name and
affix seal.

IATA on behalf of its Member Airlines and the Agency Administrator of IATA.

by: _____
(Title)

_____ Witness