

The Agreement

between

AERONAUTICAL RADIO OF THAILAND LTD. and

This Agreement is made between **AERONAUTICAL RADIO OF THAILAND LTD.**, state-owned enterprise limited company organized under the laws of the Kingdom of Thailand, having its legal address at 102 Ngamduplee, Tungmahamek, Sathon, Bangkok 10120, Thailand, represented by(hereinafter called “the Company”) of the one part; and, a company organized under the law of....., having its registered office at....., and its place of business at....., taxpayer code and registration number in the Companies’ Register of , represented by(hereinafter called “the Airline”) of the other part, on, covering the rates to be charged by the former to the latter for the provision of aeronautical communications and Flight Information Region services.

Documents evidencing such registration of the Airline, the authority of the person signing on behalf of the Airline and the authorized agent acting on behalf of the Airline (if any) are attached hereto.

This Agreement is effective as of the(*the date of approval by the Executive Committee*).

Whereas the Company assesses the charges to member-airlines and to non-member airlines for the provision of aeronautical communications and Flight Information Region services on different bases.

And whereas the Airline is qualified, in accordance with the Company’s Articles of Association to become a member of the Company by taking up an allocation of shares.

And whereas it is not immediately expedient to allocate a block of shares to the Airline.

And whereas the Airline has deposited with the Company the sum of Baht (Baht.....) which is the estimated value of the shares the Airline would be required to take up in order to become a member.

Now therefore it is agreed between the Company and the Airline as follows:-

1. The Company agrees to allocate a block of shares to the Airline not later than the first day of August.....
2. The Company agrees, pending the said allocation of shares, to levy charges on the Airline in all respects as if the Airline were a member of the Company.
3. The Airline shall, at the time of executing the Agreement, deposit with the Company a Performance Security in cash according to the receipt No. or in the form of a letter of guarantee issued by a commercial bank in Thailand, as the case may be, as collateral security for any debts, arising from Air Navigation Service Charges, for the amount of Baht..... (BahtOnly) which is equivalent to three (3) months' charges of Air Navigation Service estimated from the numbers of scheduled flight operations as shown in the published timetable. The said Performance Security shall be valid from the effective date of the Agreement until the Airline is free from any obligations and liabilities under this Agreement.

The Performance Security shall also insure payment of overdue debts and any obligations for which the Airline may become liable to the Company and the Company may apply the Performance Security against all such charges immediately.

In case that value of Performance Security may be reduced by any charges as stated in paragraph 2, the Airline shall maintain the full amount of Performance Security according to paragraph 1 within thirty (30) days upon notification by the Company. In case of failure of the Airline to maintain the full amount within such period, the Airline shall be charged for the services at the same rate as non-member until the Performance Security is provided.

In case the Airline notifies the Company in writing that it no longer desires to be a member, the Performance Security shall be returned to the Airline, without interest, less charges payable to the Company and any indebtedness from financial participation that may be called for by the Company (if any) which occurred prior to the termination of being a shareholder.

4. The Airline agrees that it will have no voting rights in the direction of the Company's affairs until the Airline has received a block of shares.
5. The Airline agrees to accept, in addition to the monthly charges described in clause number 2 above, any financial participation that may be called for by the Company's Board of Directors from all members of the Company, said participation and conditions thereof to be determined in all respects as if the Airline were a member of the Company.
6. The Airline agrees that, in the event of liquidation of the Company before the said allocation is made, the Airline's claim on the Company's assets in respect of the aforementioned sum deposited shall have no priority over any Shareholder's claim in respect of his shareholding.
7. Should the Airline after executing this agreement, but before receiving a block of shares, notify the Company in writing that it no longer desires to become a member, the Company agrees to refund the deposit specified above, without penalty, less any unpaid charges payable to the Company. However, in case the Airline notifies the Company in writing, after receiving a block of shares, that it no longer desires to become a member, the Company agrees to refund the cost of shares. The Airline has to be responsible for the charges payable to the Company and any financial participation that may be called for by the Company as mentioned in clause number 5. (if any) which occurred prior to the termination of being a shareholder.

In both cases this Agreement shall be automatically terminated, effective on the first day of the month following the receipt by the Company of the Airline's notification without prejudice to each party's rights and obligations as set forth in the foregoing paragraph, and accordingly the Performance Security will be returned after the Airline has discharged all its obligations to the Company as set forth in clause number 3 paragraph 4.

8. The Airline agrees to pay any invoice within due date to be prescribed by the Company. Any overdue invoice shall be subject to an interest charge at the rate of Minimum Overdraft Rate: MOR of Krung Thai Bank Public Company Limited plus 2% (two percent) plus an administration fee of Baht 200 (Baht Two Hundred only) if the account is not settled by the said time.

IN WITNESS WHEREOF the parties hereto have set their hands.

On behalf of the Company :

On behalf of the Airline :

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_____Witness
(.....)
Date: _____

_____ Witness
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Date: _____