

Aircraft Purchase Agreement

By and Between

Buyers Name Goes Here

and

**NSA/CWF Flying Activity DBA
Fort Meade Flying Activity**

Aircraft Purchase Agreement

This Agreement dated June 5, 2018 is between Buyers Name Goes Here having its principal address at Buyers Address Goes Here USA (Purchaser) and NSA/CWF Flying Activity DBA Fort Meade Flying Activities having its principal address at 7509 General Aviation Drive Hangar 80 Fort Meade Maryland 20755 USA (Seller) (the "Agreement").

WHEREAS, Seller is the legal and beneficial owner and has legal authority to sell the aircraft described herein; and

WHEREAS, Seller and Purchaser desires to appoint Rivanna Aircraft Sales, LLC (Rivanna) to act as their Closing Agent; and

WHEREAS, Seller and Purchaser desires to appoint Powell Aircraft Title Services (Escrow Agent) to act as their Escrow Agent; and

WHEREAS, Purchaser desires to purchase the aircraft pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises made herein, Purchaser and Seller agree as follows:

Description of Aircraft

One (1) Cessna 172P bearing the manufacturer's serial number 17274448 and registration number N781FM (Aircraft), including Airworthiness Certificate and historical logbooks / records as required by the Federal Aviation Administration.

Delivery of Aircraft

"Delivery" shall mean delivery of the Aircraft to Purchaser at the Delivery Location in conformance with other terms and conditions herein stated and on the Delivery Date.

Delivery Location will be Fort Meade (KFME) Maryland USA and Delivery Date shall mean on or before Four (4) business days from the end of the auction.

If the Delivery Date is exceeded by the Purchaser, Seller may void the Aircraft Purchase Agreement.

SAMPLE Aircraft Purchase Agreement

Price & Payment

The Purchase Price for the Aircraft shall be Thirty-One Thousand United States Dollars (\$ 31,000.00 USD), (the Purchase Price) which shall be due and payable by Purchaser as follows:

- Purchaser will furnish a nonrefundable Deposit into escrow in the amount of One Thousand United States Dollars (\$ 1,000.00 USD) to be paid at the end of the auction via wire transfer (Exhibit A) of immediately available United States funds.
- The balance of the Purchase Price, in the amount of Thirty Thousand United States Dollars (\$ 30,000.00 USD) shall be paid into escrow on or before the Delivery Date of the Aircraft via wire transfer (Exhibit A) of immediately available United States funds.

Upon Escrow Agent's receipt of the Purchase Price, Purchaser shall authorize Escrow Agent to close the escrow in accordance with (Exhibit B) and disburse funds to Seller upon receipt of documentation necessary to transfer free and clear title into the name of Purchaser.

Closing Agent / Escrow Agent Transaction Fee

The Purchaser and Seller hereby appoints and designates Rivanna Aircraft Sales and Powell Aircraft Title Services as the Closing Agent and Escrow Agent for the purpose of drafting and holding the Agreement, Filing Escrow / FAA Documents and Holding Funds in escrow as specified herein, and the Closing Agent & Escrow Agent accepts such appointment and designation.

Purchaser agrees to pay a Transaction Fee of One Thousand Three Hundred Fifty United States Dollars (\$ 1,350.00.00 USD). Purchaser will forward their additional amount with the Purchase Price into escrow.

Transfer of Title

Immediately upon Escrow Agent's receipt of Purchaser's Authorization to Close Escrow (Exhibit B) signed by the Purchaser, the Seller shall authorize Escrow Agent to close the escrow in accordance with Seller's Authorization to Close Escrow (Exhibit C) and Seller shall deliver documentation to convey Title of the Aircraft from Seller to Purchaser through the execution and delivery of Aircraft Bill of Sale FAA AC Form 8050-2.

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Taxes & Wiring Transfer Fees

Purchaser shall be responsible for any of their taxes and wiring transfer fees resulting from the purchase of Aircraft.

Limited Warranties and Disclaimers of Seller, Rivanna and Escrow Agent

The aircraft is being sold and delivered to Purchaser “as is” and “where is” and without any representation, guarantee or warranty of Seller, Rivanna, Escrow Agent or beneficiary, express or implied, of any kind, arising by law or otherwise; and

Without limiting the generality of the foregoing, Seller, Rivanna, and Escrow Agent specifically disclaim, exclude herefrom (i) any warranty as to the airworthiness or condition of the aircraft, (ii) any express or implied representation or warranty of merchantability or fitness for a particular purpose, (iii) any express or implied representation or warranty of freedom from any rightful claim by way of infringement of the like, (iv) any implied representation or warranty arising from course of performance, course of dealing or usage of trade, and (v) any obligation or liability of Seller arising in tort, whether or not arising from the negligence of Seller, Rivanna, Escrow Agent, actual or imputed, or in strict liability, related to loss of use, revenue or profit with respect to the Aircraft. No agreement altering or extending Seller’s, Rivanna’s, and Escrow Agent’s liability for warranties shall be binding upon Seller, Rivanna, Escrow Agent unless in writing and executed by a duly authorized officer. Except that Seller represents and warrants as follows, which representations and warranties shall survive the closing of this transaction:

- Title to Aircraft is free and clear of all liens, security interests, charges and encumbrances.
- Seller has full power and authority to sell the Aircraft and no governmental or other approval or consent is required to consummate the sale and transfer of good and marketable title to the Aircraft to Purchaser.

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Indemnification

Purchaser agrees to indemnify, defend and hold harmless Seller, Rivanna, and Escrow Agent their partners, directors, officers, employees, shareholders, affiliates, agents and representatives (the "Indemnitees") from any and all liabilities, damages, losses, expenses, demands, proceedings, claims, actions, suits, judgments, costs and expenses, including but not limited to reasonable attorney's fees, for death of, or bodily injury to , any person, and for the loss of, damage to, or destruction of any property, in any manner arising out of the Aircraft , or any defect therein, or the care, control, ownership, maintenance, use or operation of the Aircraft after Delivery to Purchaser and while Purchaser is performing their Aircraft Acceptance Inspection. Purchaser obligations hereunder shall not apply to any death, injury, loss, damage or destruction which was caused by the gross negligence or willful misconduct of such Indemnitees.

Notices

Any notices required or permitted to be given hereunder shall be in writing and shall be given to the parties at their respective addresses below, or to such other address as either party may subsequently notify the other:

If to Purchaser

Buyers Name Goes Here
Buyers Address Goes Here

Phone:
Email:

If to Seller

NSA/CWF Flying Activity DBA Fort Meade Flying Activities
7509 General Aviation Drive
Hangar 80
Fort Meade, MD 20755 USA
Attention:
Phone:
Email:

If to Rivanna

Rivanna Aircraft Sales, LLC
3379 Cesford Grange
Keswick, VA 22947 USA
Office: 434.964.0082
Email: johndecker@rivannaaircraftsales.com

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If to Escrow Agent

Powell Aircraft Title Services
10005 South Pennsylvania Avenue
Suite A
Oklahoma City, OK 73159 USA
Attention: Kim Thompson
Phone: 405.685.4858
Email: kim@airtitle.com

Alterations

This Agreement shall be effective only when duly signed by all parties hereto. It constitutes the entire understanding between the parties and may not be changed, modified or altered, nor any of its provisions waived, except by an agreement in writing signed by the parties hereto. All prior agreements or understandings between the parties in connection with the subject matter of this Agreement are superseded hereby and the waiver of any term of condition herein by either party shall not be deemed a waiver of any subsequent term or condition thereof.

Further Assurances

Seller and Purchaser shall execute any and all further assurances, including without limitation, any conveyance, deed, transfer, assignment or other instrument in writing as may, in the reasonable opinion of either party, be necessary or desirable to give effect to the transaction contemplated by this Agreement.

Counterparts

This Agreement may be executed simultaneously in two or more counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. A facsimile signature on any counterpart hereto shall be deemed an original for all purposes.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first written by their duly authorized officers.

For and on Behalf of:

Buyers Name Goes Here

Signed by: _____

Name: _____

Title: _____

Date: _____

NSA/CWF Flying Activity DBA Fort Meade Flying Activities

Signed by: _____

Name: _____

Title: _____

Date: _____

SAMPLE Aircraft Purchase Agreement

Exhibit A

Escrow Agent Wiring Instructions

ABA / Routing: 026009593

Credit Bank: Bank of America
8909 S. Western
Oklahoma City, OK 73159

Beneficiary Account: 00-28680-48493

Beneficiary Name: Powell Aircraft Title Service
10005 South Pennsylvania Avenue
Suite A
Oklahoma City, OK 73159
Attention: Kim Thompson
Phone: (405) 685-4858
Email: kim@airtitle.com

Reference Escrow Number: N781FM

Swift Code: BOFAUS3N

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Exhibit B

Authorization to Close Escrow

TO: Kim Thompson / Powell Aircraft Title Services
Fax: (405) 759-2287
Email: kim@airtitle.com

FROM: Buyers Name Goes Here

REF: One (1) Cessna 172P bearing the manufacturer's serial number
17274448 and registration number N781FM

THIS WILL SERVE AS YOUR IRREVOCABLE AUTHORIZATION TO RELEASE
THE BALANCE OF THE PURCHASE PRICE FOR THE PURCHASE OF THE
ABOVE DESCRIBED AIRCRAFT, UPON RECEIPT OF DOCUMENTATION
NECESSARY TO TRANSFER FREE AND CLEAR TITLE INTO THE NAME OF:

For and on Behalf of:

Buyers Name Goes Here

Signed by: _____

Name: _____

Title: _____

Date: _____

SAMPLE Aircraft Purchase Agreement

Exhibit C

Authorization to Close Escrow

TO: Kim Thompson / Powell Aircraft Title Services
Fax: (405) 759-2287
Email: kim@airtitle.com

FROM: NSA/CWF Flying Activity DBA Fort Meade Flying Activities

RE: One (1) Cessna 172P bearing the manufacturer's serial number
17274448 and registration number N781FM

THIS WILL SERVE AS YOUR AUTHORIZATION TO RELEASE THE BILL OF
SALE FROM ESCROW TO THE PURCHASER UPON RELEASE OF ESCROW
FUNDS IN THE AMOUNT OF \$ 31,000.00

For and on Behalf of:

NSA/CWF Flying Activity DBA Fort Meade Flying Activities

Signed by: _____

Name: _____

Title: _____

Date: _____