

Below is a boilerplate purchase agreement for this aircraft.

To make an offer, please complete the agreement and send to us one of the following ways:

1. Scan and email the completed agreement to:
aircraft@flyperformance.com.
2. Fax the completed agreement to: [402-475-1720](tel:402-475-1720).
3. If you would like us to send you an agreement via DocuSign that can be completed electronically, please send your **first name, last name**, and **email address** to: aircraft@flyperformance.com.

If you have any questions about this aircraft or making an offer, please call us at [402-475-6000](tel:402-475-6000).

AIRCRAFT PURCHASE AGREEMENT

This agreement is made _____ between:

Seller: N128CV LLC
57 East Dr. #1
Amherst, MA 01002-1782

Buyer: _____ or Assigned

WITNESSETH:

1. Buyer agrees to purchase, and Seller agrees to sell, the aircraft described as follows:

Make and Model: 2013 Cirrus Design Corp SR22

Registration Number: N128CV

Serial Number: 3949

(Hereafter the "Aircraft")

2. Buyer presents this Offer to Seller for purchase of the Aircraft, priced as follows:

\$ _____ .00 USD

Upon execution of this Agreement, Buyer agrees to make a deposit within 2 business days in the amount of **\$25,000.00 USD** to AIC Title Service, LLC (Val Brasel as Escrow Agent). Buyer and Seller will equally share any escrow fees incurred (typically \$800). Said deposit shall be applied toward the purchase price at closing. Upon confirmation of deposit from AIC Title Service, LLC, Aircraft will not be flown by Seller without authorization from the Buyer.

3. Pre-Purchase Inspection: Upon execution of this Agreement and receipt of the deposit set forth in Paragraph 2, Buyer will have the right to inspect the Aircraft at Buyer's sole cost and expense prior to purchase, at a facility within 70 miles of Lincoln, NE. Seller shall make the Aircraft available for such Pre-Purchase Inspection. Such inspection should include verification of equipment, installed options and features listed on Seller's sales advertising or sales literature, which Seller believes is accurate, but is subject to Buyer's verification. Buyer shall complete its inspection no later than fourteen (14) calendar days following execution of this Agreement. In the event that airworthiness discrepancies are found in the Pre-Purchase Inspection, then Seller shall have the option to fix the airworthiness discrepancies at Seller's expense, or work with Buyer to achieve a mutually satisfactory resolution. If a mutually satisfactory resolution cannot be reached within three (3) business days of the discovery of the airworthiness discrepancy, Buyer and Seller hereby agree to terminate this Agreement and Seller agrees to return the deposit held in escrow. During the course of the Inspection, if Buyer is not satisfied with the Aircraft, for any reason related to the Inspection, Buyer shall have the right to terminate this Agreement and the deposit will be returned.
4. Buyer and Seller agree that Seller will retain the registration N #: N128CV.
5. Closing: Closing shall take place as soon as possible upon successful completion of Pre-Purchase Inspection per paragraph 3. If this transaction is not closed on or before twenty one (21) calendar days following the execution of this Agreement, then this transaction and Agreement will be cancelled. Upon payment of the balance of the purchase price, in accordance with this Agreement, Seller shall execute a bill of sale granting title of the Aircraft to the Buyer. All available logbooks and other similar records relating to the operating and maintenance history of the aircraft shall be delivered with the aircraft. The risk of loss, injury, destruction or damage to the Aircraft from any cause whatsoever shall be assumed by the Buyer at the time of closing.

Seller's Initials: _____ Buyer's Initials: _____

6. Seller's Inability to Perform. (a) If the Aircraft is destroyed or in Seller's opinion damaged beyond repair, or is seized by the United States Government, Seller shall promptly notify Buyer. On receipt of such notification, this Agreement will be terminated and the Seller shall return to Buyer all payments made in accordance with this Agreement, and Seller will be relieved of any obligation to replace or repair the Aircraft. (b) Seller will not be responsible or deemed to be in default for delays in performance of this Agreement due to causes beyond Seller's control and not caused by Seller's fault or negligence.
7. Buyer's Inability to Perform. If the Buyer is unable to take delivery and pay for the Aircraft for any reasons other than an unsatisfactory pre-purchase inspection or failure of the Seller to satisfy his requirements herein, Seller at its option, may retain the deposit described in paragraph 2 above.
8. Taxes. Buyer will be responsible for any sales or use tax, registration fee or assessments due to the sale of Aircraft. The purchase price is exclusive of any sales or use tax, value added taxes, duties, registration fees or any charges that may be levied against Buyer by various governmental authorities in connections with the purchase, sale, transfer, use, registration, export, or import of the Aircraft. Buyer is aware that Seller has the option to qualify this transaction as an Internal Revenue Code Section 1031 tax deferred exchange. Seller requests Buyer cooperate, and Buyer agrees to cooperate, in effecting such a 1031 exchange. Seller agrees to hold Buyer harmless from any and all claims, liabilities, and cost arising from such an exchange.
9. Attorney Fees. In the event any action is filed in relation to this Agreement, each party shall be responsible for his/her/its own attorney's fees.
10. Waiver. Either party's failure to enforce any provision of this Agreement against the other party shall not be construed as a waiver thereof so as to excuse the other party from future performance of that provision or any other provision.
11. Severability. The invalidity of any portion of the Agreement shall not affect the validity of the remaining portions thereof.
12. Paragraph Headings. The headings to the paragraphs to this Agreement are solely for convenience and have no substantive effect on the Agreement nor are they to aid in the interpretation of the Agreement.
13. Seller warrants that at the time of closing, it has good and merchantable title to the Aircraft, and that the Aircraft upon delivery will be free and clear of all liens, claims, and encumbrances whatsoever, except those created by the Buyer.
14. **EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN PARAGRAPH 13 HEREIN, "SELLER" MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE REGARDING THE "AIRCRAFT" OR RECORDS, WHICH ARE DELIVERED HEREUNDER IN AN "AS IS, WHERE IS" CONDITION EXCEPT FOR ANY REMAINING MANUFACTURER'S WARRANTIES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, "SELLER" DISCLAIMS ALL OTHER WARRANTIES, GUARANTEES OR LIABILITIES, WHETHER EXPRESS OR IMPLIED OR STATUTORY, SUCH AS THE CONDITION OF THE "AIRCRAFT" OR RECORDS, DESIGN, QUALITY OF WORKMANSHIP OR MATERIALS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. "BUYER" ACKNOWLEDGES THAT "AIRCRAFT" IS A SOPHISTICATED AIRCRAFT, REQUIRING AIRCRAFT SPECIFIC INITIAL AND RECURRENT TRAINING, CONDUCTED BY A QUALIFIED FLIGHT INSTRUCTOR (CFI) OR FLIGHT TRAINING CENTER. "BUYER" WILL OBTAIN SUCH TRAINING AS MAY BE APPROPRIATE FOR THE INTENDED USE(S) BY "BUYER".**

Seller's Initials: _____ Buyer's Initials: _____

15. This Agreement shall be governed by the laws of the United States of America and the State of Massachusetts regardless of the site of actual signing and/or performance. Each party agrees to be responsible for its own actions under this agreement, and to hold the other harmless from third party claims or actions. The parties hereto agree that a signed facsimile of this agreement shall have the same force and effect as a signed original. The agreement may be modified only in writing signed by both parties. Time is the essence of the Agreement. This Agreement shall be binding upon the heirs, legatees, devisee's personal representatives, successors and assigns of the parties hereto; provided however, that neither party shall assign its interest in this Agreement without the prior written consent of the other party. Notice from either party to the other may be accomplished by registered or certified mail to the party intended at the address specified in the heading of this Agreement.

APPROVED BY SELLER(S):

APPROVED BY BUYER(S):
