

Aircraft Purchase/Sales Agreement

THIS AGREEMENT, is entered into this ____ day of _____, 20__, by and between _____, (the "Buyer"), an individual, whose principal address is _____; and H. Paul Shuch, DBA Microcomm Consulting (the "Seller"), a sole proprietorship, whose principal address is 121 Florence Drive, Cogan Station, PA 17728-9309:

IN WITNESS WHEREOF, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Sale of Aircraft. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the following Aircraft (the "Aircraft"):

Aircraft Make: Beechcraft
Aircraft Model: Sierra A-24/R
Aircraft Year: 1971
Aircraft Registration Number: N66TX
Aircraft Serial Number: MC-42

Seller warrants that Seller holds legal title to the Aircraft and that title will be transferred to Buyer free and clear of any liens, claims, charges, or encumbrances. Upon delivery of the Aircraft and payment of the balance of the purchase price, in accordance with this Agreement, Seller shall execute a bill of sale granting good and marketable title to the Aircraft.

2. Consideration. It is agreed that the price of the Aircraft is Sixty Nine Thousand, Nine Hundred Dollars (\$69,900.00 USD) and is due on delivery of the Aircraft. All monies paid in accordance with this Agreement will be made by direct wire transfer to a bank account of the Seller's choosing.

3. Deposit. The Buyer shall pay, by direct wire transfer to a bank account of the Seller's choosing, a deposit of Seven Thousand Dollars (\$7,000.00 USD) The deposit is non-refundable unless otherwise stipulated in this agreement. The deposit shall be credited to the purchase price of the Aircraft.

4. Pre-purchase Inspection. After the signing of this Agreement and the payment of the deposit, the Buyer shall have the right, and is encouraged, to perform a pre-purchase inspection of the Aircraft. Such inspection shall be at the Buyer's expense and may be performed by an individual(s) of Buyer's choice, so long as he/she/they hold current Airframe and Powerplant mechanic certificates issued by the US Federal Aviation Administration. The inspection shall be performed at Piper Memorial Airport (LHV). Upon completion of this inspection, Buyer shall present to the Seller any list of discrepancies compiled. The Seller shall have ten (10) business days to review the list and to notify the Buyer of Seller's decision: (a) to pay to have repaired only those discrepancies rendering the aircraft unairworthy, at Seller's expense, and to complete the sale; or (b) to decline to pay the costs of repairs and to terminate the Agreement. If Seller declines to pay the cost of repairs, Seller shall refund, or have refunded, the Buyer's deposit less any applicable bank transfer charges and currency exchange fees.

5. Aircraft Delivery. It is agreed that the Aircraft and its logbooks shall be delivered on or before _____, 20__ at Piper Memorial Airport (LHV). Payment in full, as described above, is a condition of delivery. Title and risk of loss or damage to the Aircraft shall pass to Buyer at the time of delivery. The Aircraft will be delivered to Buyer in its present condition, normal wear and tear excepted, with a valid FAA Certificate of Airworthiness.

6. Warranties. Except as provided otherwise in this agreement, this Aircraft is sold "as is." There are no warranties, either express or implied with respect to merchantability or fitness applicable to the Aircraft or any equipment applicable thereto including warranties as to the accuracy of the Aircraft's logbooks, made by Seller. Buyer agrees that no warranty has been expressed or implied by Seller and that Buyer has inspected the Aircraft and understands that it is being purchased "as is." Buyer hereby expressly waives any claim against Seller for incidental or consequential damages, including damages resulting in personal injury.

7. 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 less any applicable bank transfer charges and currency exchange fees, 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.

8. Buyer's Inability to Perform. If, for any reason, the Buyer is unable to pay the purchase price of the Aircraft, as specified in this Agreement, the Seller shall return all payments to the Buyer except for the deposit less any applicable bank transfer charges and currency exchange fees.

9. Taxes. The Buyer shall pay any sales or use tax, title transfer fee, or registration fee imposed by any federal, state or local government, which results from the sale of the Aircraft.

10. Assignment. This Agreement may not be transferred or assigned without written authorization signed by Seller and Buyer.

11. Notice. All notices and requests required or authorized under this Agreement shall be given in writing by certified mail, return receipt requested. The date on which any such notice is received by the addressee shall be deemed the date of notice.

12. Governing Law. This Agreement is a contract executed under and to be construed under the laws of the State of Pennsylvania.

13. Attorney Fees. In the event any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party a reasonable sum for the successful party's attorney's fees.

14. 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.

15. Severability. The invalidity of any portion of the Agreement shall not affect the validity of the remaining portions thereof.

16. 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.

17. Entire Agreement. This Agreement constitutes the entire Agreement between the parties. No statements, promises, or inducements made by any party to this Agreement, or any agent or employees of either party, which are not contained in this written contract shall be valid or binding. This Agreement may not be enlarged, modified, or altered except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

SELLER

BUYER