

## **SUPER SEAWIND, N71RJ PURCHASE OPTIONS.**

### **OVERVIEW:**

The purpose of this document is to provide flexibility in timing and purchase price pertaining to the transfer of this “Experimental Airplane Sale” to the buyer. **This is NOT a deposit. It is a NONREFUNDABLE OPTION TO PURCHASE this “Aircraft” known as N71RJ** for a known *price* for a certain number of calendar days. It is in the purchaser’s, AKA Buyer’s, interest to lock in the most days available at a fixed purchase price. This locks out other offers and provides sufficient time to complete a prepurchase inspection of records and see N71RJ yourself in accordance with the Purchase and Sales Agreement, as amended marked “PnS”.

### **BUYER RISKS:**

Like a mortgage offer, an option locks in a price for a certain and mutually agreed number of days. It locks out competitors and it prevents the seller from accepting other offers to purchase for a given number of days. Also, if the option reaches its expiration date, it expires totally worthless, and the buyer will have nothing to show for it. Before signing and purchasing this option be certain that N71RJ is right for you. Do your research!

### **SELLER RISKS:**

- Removing N71RJ from the market and turning away other offers.
- Work and time involved in preparing and showing N71RJ for a sale.
- Financial uncertainty in the sales process such as the prospective purchaser failing to obtain sufficient financing.
- Continuing ongoing expenses such as storage and maintenance fees.
- Potential for loss of a creditable sale from another purchaser.
- No compensation for time spent supporting potential purchasers with records and expertise.

Therefore, it is in the interest of both parties to have a purchase date and price lock option.

**Lock in your price and right-to-buy option of \$197,000** from the list below – and with a legally executed Purchase and Sales Agreement, you qualify for a \$16,000 rebate ten days later! Please address your payment to “Turbine Seawind, LLC.” Email or call Steve for details.

### **Please circle your desired option.**

1. Purchase and sale are completed within 7 CALENDAR DAYS of signing. Option Price: \$998. This option includes an annual condition inspection that otherwise might cost thousands of dollars.
2. Purchase and sale are completed within 14 CALENDAR DAYS of signing. Option Price: \$1,990. This option unlocks cloud-based maintenance logs and history. It permits any A&P anywhere in the world to evaluate the condition of N71RJ – again saving a bundle of cash associated with on-site related inspection costs such as food and lodging.
3. Purchase and sale are completed within 21 CALENDAR DAYS of signing. Option Price: \$2,990. In addition to the above, this option includes 100 gallons of fuel that may be applied to transition training.

**Remember:** Your deposit is fully refundable while your option agreement is in force.

- I. Purchaser shall defend, indemnify, and hold the Seller harmless from each claim made against the Seller because of Purchaser's due to an interpretation of this agreement other than expressly stated starting on the date of this Agreement. This Agreement shall be binding upon the agents, servants, employees, officers, directors, successors, assigns, heirs, next of kin, and personal representatives of both Seller and Purchaser.
- II. This Agreement shall be governed by and construed in accordance with the laws of the State of Massachusetts. In any action brought to enforce or to interpret this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees including, without limitation, attorneys' fees incurred in connection with any appeal proceeding, and the sole and exclusive venue of any such action shall be in the Court of appropriate jurisdiction for the County of Middlesex State of Massachusetts or in the United States District Court for the judicial district serving the County of Middlesex, State of Massachusetts. Seller and Purchaser renounce and waive any right to have any such controversy litigated in any other place whether pursuant to the doctrine of forum non-convenience or otherwise. Seller and Purchaser renounce and waive any right whatsoever to a trial by jury.
- III. This Agreement shall not be modified, revised, or amended except by an instrument in writing agreed to and signed by both Seller and Purchaser.
- IV. If any part of this Agreement shall prove to be invalid or void, it shall in no manner affected or impair any of the remaining provisions of the Agreement which can be given effect without the invalid or void part.
- V. Purchaser of this option agreement is under no legal disability and has relied upon the advice and representation of an attorney of his own selection, or has had the opportunity to do so, prior to executing this Agreement. Purchaser executes this Agreement for himself, his heirs, and assigns. Further, Purchaser affirms that Purchaser has read and fully understands this Agreement and has been fully advised as to the legal effects thereof or has had the opportunity to do so, prior to executing this Agreement.

Sale completion occurs only when both the buyer and the seller legally execute a purchase and sale agreement AND the buyer funds have been verified received to the seller's designated bank account.

Signature of buyer \_\_\_\_\_ DATE \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

SIGNED BEFORE A NOTARY