

Seawind® Aircraft Sale Purchase Agreement

This Seawind Aircraft Sales Purchase Agreement (the "Purchase Agreement") is effective immediately (the "Effective Date") by and between the customer (the "BUYER") and Seawind as the seller, incorporated under the laws of Delaware ("SEAWIND").

BUYER and SEAWIND are also referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, subject to the terms and conditions set forth herein, the BUYER agrees to purchase and SEAWIND agrees to sell the selected amount of Seawind aircraft with the specifications described in Addendum 1 (the "Aircraft").

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, SEAWIND and the BUYER agree as follows:

1. ENTIRE AGREEMENT

This Purchase Agreement includes the following Exhibits and Addendum:

- i. EXHIBIT A – Related Party Transfer Agreement.
- ii. EXHIBIT B – Form of Aircraft Operating Agreement, where applicable. The Aircraft Operating Agreement is an agreement between SEAWIND, BUYER and the Managing Pilot (as defined in the Aircraft Operating Agreement and who may also be the BUYER or designated by the BUYER for the Aircraft). The Aircraft Operating Agreement must be executed and delivered when the Aircraft is handed over by SEAWIND to the BUYER (the "Closing Date" or "Closing").
- iii. ADDENDUM 1 – Purchase Price Sheet and Specifications. This addendum includes an Aircraft specifications, selected options and accessories, the purchase price, estimated closing date and the amounts of the pre-delivery payment(s) ("PDP") and any final payment and may be amended to other models, other specifications, other delivery dates, and other prices. Addendum 1 may be amended by SEAWIND from time to time as provided in this Purchase Agreement.
- iv. ADDENDUM 2 – Seawind Flight Training Transition Voucher, where applicable. This addendum contains the details of the transition training course included with the purchase of the Aircraft, including but not limited to terms and conditions, payment guidelines and training options. Addendum 2 may be amended by SEAWIND from time to time as provided in this Purchase Agreement.

Addendum 1 and Exhibit A are hereby incorporated by reference and made part of this Purchase Agreement.

This Purchase Agreement, together with the Addendums and Exhibits, constitutes the entire agreement among the Parties and supersedes all prior written or oral understandings, agreements, negotiations, representations, warranties and communications between the Parties concerning its subject matter.

BUYER expressly represents and agrees that the BUYER has not relied on any oral or written understandings, agreements, negotiations, representations, warranties or communications regarding the specifications or other attributes of the Aircraft or options (as defined herein) except as expressly stated in this Purchase Agreement.

2. PURCHASE AND SALE; OFFICIAL INFORMATION; POSITION LIST

Subject to the terms of this Purchase Agreement, BUYER agrees to purchase from SEAWIND and SEAWIND agrees to sell the Aircraft, together with the optional features, accessories and configurations described in Addendum 1 (collectively "Options"). The purchase price and payment schedule for the Aircraft and Options selected as of the Effective Date are set forth on Addendum 1 (the "Purchase Price").

The Purchase Price will be adjusted by SEAWIND from time to time to reflect any additional Options selected or

removed after the Effective Date in accordance with the terms of this Purchase Agreement.

3. PAYMENTS; TAXES

The Purchase Price will include a Pre-Delivery Payment(s) (each a "PDP") and will be due on the date(s) set forth. The Purchaser shall pay 10% (ten percent) of the purchase price as the first depository PDP (the "Deposit") as per the Option selected in Addendum 1 on signing this Purchase Agreement. The second PDP shall be the balance of the total Purchase Price selected less the Deposit and is due within ten (10 days) of signing this Purchase Agreement. All monies paid in accordance with this Purchase Agreement will be made by wire transfer. Except as specifically provided herein, any Deposit paid is non-refundable.

Periodic updates by SEAWIND to Addendum 1 (including the estimated Closing Date and changes to reflect Options and associated changes to the Purchase Price) will be made by email.

All payments will be made to SEAWIND by wire transfer or ACH transfer to an account designated by SEAWIND and in United States dollars, unless otherwise advised via email by SEAWIND. Payment will not be deemed to be received until the final funds have cleared the receiving bank. Any late payments by the BUYER will bear interest at the rate of 1.0% (one percent) per month from the date due until the date received. In the event the payment is more than fifteen (15) calendar days late, SEAWIND may terminate this Purchase Agreement for material breach as provided in Section 8.

The Purchase Price is exclusive of any sales or use tax, value-added taxes, duties, registration fees and any other charges or fees that may be levied by Governmental authorities in connection with the purchase, sale, transfer, use, registration, export or import of the Aircraft (collectively "Taxes"). The BUYER will be solely responsible for all Taxes. Taxes required by law to be charged at the point of sale will be paid by the BUYER and collected by SEAWIND. SEAWIND may, at its discretion, provide a copy of this Purchase Agreement in addition to other information to the respective taxing authorities.

Any PDP will be held in a SEAWIND bank account and earmarked towards the BUYER's purchase of the Aircraft. Any PDP held may be commingled with SEAWIND's operating capital or be used in operation of SEAWIND's business and will become the property of SEAWIND when cleared by SEAWIND until such time as this Purchase Agreement allows portions of the PDPs to become non-refundable, at which time the funds will become the property of SEAWIND and used by SEAWIND at its sole discretion. SEAWIND is entitled to any returns earned on any deposited funds.

BUYER agrees to provide information that may be requested to facilitate any PDP, including without limitation, information, to comply with state and federal laws against terrorism and money- laundering activities.

When this Purchase Agreement is terminated in accordance with its terms, SEAWIND will direct the release and return the refundable PDPs (less cancellation or other fees, as applicable under this Purchase Agreement) to the BUYER.

4. COMMUNICATION; BUYER INFORMATION

SEAWIND will contact the BUYER using the information provided by the BUYER, which is set forth in Section 4 herein.

- i. BUYER is responsible for ensuring SEAWIND has BUYER's current contact information at all times by emailing info@seawind.aero.
- ii. SEAWIND will send any notice to the BUYER under this Purchase Agreement by email.
- iii. SEAWIND's current contact information is available at www.seawind.aero.
- iv. Any notice to SEAWIND under this Purchase Agreement must be sent by email to info@seawind.aero.
- v. Each notice or demand to either Party will be deemed to have been given when actually received or twenty (24) hours after being sent, whichever occurs first.

BUYER represents and warrants that (i) BUYER's name and address is as set forth below and (ii) if applicable, BUYER is the party to this Purchase Agreement, or the BUYER party accepts to execute the Related Party Transfer Agreement in Exhibit A in favor of the BUYER.

BUYER:

(Name to appear on the Aircraft Title)

If an individual, shall give last name, first name, and middle initial)

5. AIRCRAFT OPERATING AGREEMENT; TRAINING REQUIRED PRIOR TO OPERATION

The Aircraft is sold subject to an Aircraft Operating Agreement that governs the on-going relationship among manufacturers, owners and pilots to promote the safe use and maintenance of the Aircraft and to reflect an agreement to use the Aircraft in the manner intended.

Prior to or at Closing, BUYER must deliver to SEAWIND the signed Aircraft Operating Agreement, the current form of which will be provided on the availability date executed by the BUYER and Managing Pilot. The Aircraft Operating Agreement requires, among other things, that the Managing Pilot has completed the SEAWIND approved training course (Pilot Course, Transition Course or Transition Course with seaplane rating or seaplane endorsement) prior to operating the Aircraft.

BUYER hereby acknowledges that BUYER has reviewed and understands the Operating Agreement and will provide an executed copy of the Operating Agreement as a condition to Closing and prior to handing over the Aircraft (the "Delivery Date")

The Aircraft Operating Agreement shall contain additional requirements regarding the operation of the Aircraft during BUYER's ownership of the Aircraft and requirements that apply to the sale or transfer of the Aircraft. These are intended to facilitate safe use and maintenance of the Aircraft and to limit SEAWIND's costs associated with legal disputes related to the use of the Aircraft. These requirements include representations and covenants of the BUYER and Managing Pilot as well as choice-of-law, venue and arbitration provisions that limit the BUYER's legal rights. The Aircraft Operating Agreement includes an option either to:

- (i) release certain claims against and agree not to sue SEAWIND and certain other released parties and provide certain indemnifications; or
- (ii) pay an additional \$10,000 (ten thousand US Dollars) to purchase the Aircraft outright. .

BUYER represents and warrants that the BUYER shall read and understand the provisions of the form of the Aircraft Operating Agreement, which will be provided on the Delivery Date of the aircraft.

As provided in this Section, one (1) SEAWIND Transition Training Course (the "Transition Training Voucher") is included in the Purchase Price of the Aircraft on the Delivery Date. The Transition Training Voucher is specifically designated for the Managing Pilot, as named on the Aircraft Operating Agreement; it is not permitted to be sold, auctioned or transferred. The Transition Training Voucher expires 6 (six) to 12 (twelve) months after the Closing date, has no cash value and is not redeemable for cash or gift cards, nor is it valid toward any other service or purchase. Void where prohibited or restricted by law. Participants must be 16 years of age or older and weigh no more than 250 pounds.

6. CLOSING; CLOSING WINDOW; ACCEPTANCE

Title and risk of loss of the Aircraft and Options will transfer at SEAWIND's facilities at the Closing on Ex-works delivery terms (Ex-works means insurance, delivery charges and risk of damage following the Closing are the BUYER's responsibility and not included in the Purchase Price of the Aircraft and Options). Delivery from SEAWIND's facilities to the BUYER is generally available for an additional fee.

Addendum 1 includes the estimated date of Closing (the "Estimated Closing Date") as of the Effective Date. The Estimated Closing Date may be modified by SEAWIND. SEAWIND will notify the BUYER via email of the date that the Aircraft and Options are available for BUYER's inspection (the "Availability Date"), which notice shall be sent at least two (2) weeks prior to the Availability Date. BUYER will have ten (10) calendar days after the Availability Date (the "Closing Window") to complete the BUYER's inspection (as provided in Section 6 herein), complete the required documentation and take delivery of the Aircraft. The date on which the Closing is completed is referred to herein as the "Closing Date."

In the event, the BUYER does not complete Closing during the Closing Window, then BUYER will (i) forfeit the

full Purchase Price payment as shown on the final Addendum 1 and (ii) pay SEAWIND for storage of the Aircraft at SEAWIND's facility, then daily storage rate beginning on the day after the Closing Window ends (such payments will be due monthly).

In the event BUYER fails to timely pay either of the foregoing amounts or fails to complete Closing within thirty (30) calendar days after the Closing Window, then SEAWIND may terminate this Purchase Agreement for breach by the BUYER pursuant to Section 8 in this Purchase Agreement.

To complete Closing, BUYER will deliver or have delivered the following to SEAWIND:

- i. Payment in full of the Purchase Price and all other amounts due to SEAWIND;
- ii. Completed FAA registration for the Aircraft in the BUYER's name;
- iii. Aircraft Operating Agreement executed by the BUYER and the Managing Pilot;
- iv. An acknowledgement of receipt of the Aircraft, the Pilot's Operating agreement and Handbook and other materials and information pertaining to the Aircraft; and
- v. All other acknowledgments, registration documents and other documents or items required to complete Closing or that may be reasonably requested by SEAWIND.

Within Thirty (30) days of full payment, SEAWIND will deliver to the BUYER: (i) Authentication Certificate with production number and (ii) an executed bill of sale.

Following the BUYER's inspection and during the Closing Window, BUYER must provide written notice to SEAWIND of any items BUYER believes do not conform to SEAWIND's internal quality specifications (the "Quality Standards"). Failure to provide such written notice during the Closing Window is a waiver by the BUYER of any non-conformities and BUYER will be deemed to have accepted the Aircraft as is.

If SEAWIND, in its reasonable discretion, determines that the items identified by the BUYER do not meet the Quality Standards, SEAWIND will correct such items at SEAWIND's expense prior to Closing and the Closing Window shall be automatically extended until such issues meet the Quality Standards as reasonably determined by SEAWIND. If such items are not resolved within thirty (30) calendar days, then BUYER may terminate this Purchase Agreement for breach by SEAWIND under Section as BUYER's sole and exclusive remedy.

SEAWIND aircraft are made of lightweight, aerospace composite structures that have a low resin-to-fiber content. As such, these high-performing structures are naturally prone to small surface variations and paint imperfections and will not have an automotive grade surface finish. It is understood and agreed that imperfections in paint or interior or otherwise identified by the BUYER do not constitute non-conformance with the Quality Standards. BUYER can opt to have surface variations or imperfections that do not constitute non-conformance with the Quality Standards corrected by SEAWIND after Closing at the BUYER's sole expense.

SEAWIND expects to offer storage and shipment/delivery services after Closing subject to availability.

BUYER is responsible for the cost of such services and any insurance during storage, shipping, or delivery.

After Closing is complete, SEAWIND may provide complimentary storage of the BUYER's closed Seawind for ten (10) calendar days after the Closing Date. BUYER must provide insurance for the BUYER's closed Seawind during any storage period at SEAWIND's facility.

BUYER will be charged the then current daily storage rate starting the eleventh (11th) calendar day after the Closing Date. BUYER may obtain the then current daily storage rate and temporary storage contract via email request to info@seawind.aero. Daily storage rate and temporary storage contract are subject to change at SEAWIND's sole discretion.

7. SPECIFICATIONS AND OPTIONS

The specifications for the Aircraft (including selected Options) are set forth in Addendum 1 (the "Specifications").

After the Effective Date, SEAWIND may, in its sole discretion, modify the Specifications to: (i) reflect modifications to the Aircraft between signing and that SEAWIND deems an improvement and (ii) add Options selected by the BUYER after the Effective Date.

It is understood that SEAWIND may make suitable adjustments and substitutions in its sole discretion to the

materials and components of the Aircraft and Options.

The Options selected by the BUYER as of the Effective Date are set forth in Addendum 1. If SEAWIND makes additional Options available to the BUYER and the BUYER timely accepts the additional Options, then SEAWIND will modify Addendum 1 to reflect the adjustments to the Specifications, Purchase Price and installment payments.

BUYER acknowledges that the Aircraft is a general aviation amphibian aircraft and is not suited or authorized for commercial transport or aerobatics.

8. TERMINATION

BUYER may terminate this Purchase Agreement for convenience by providing written notice to SEAWIND and completing the SEAWIND cancellation form at any time prior to the start of the Closing Window.

In the event of a termination for convenience under this Section: (i) this Purchase Agreement and all of the BUYER's rights hereunder and in and to the Aircraft, Options, and Position Number will immediately terminate and SEAWIND will be free to sell the Aircraft and Options and assign the Position Number to other purchasers free and clear of all liens, claims and encumbrances and (ii) SEAWIND will not return the PDPs or any payments made by BUYER through to the date of termination (such amount, the "Retention Amount") after the date of receipt of: 1) written notice of such termination and 2) receipt of the completed SEAWIND cancellation form. SEAWIND will be entitled to retain the Retention Amount as liquidated damages for BUYER's early termination.

BUYER may terminate this Purchase Agreement prior to Closing by written notice to SEAWIND for any SEAWIND material breach of the terms of this Purchase Agreement and by completing SEAWIND's cancellation form provided that SEAWIND has received written notice of the material breach and SEAWIND failed to cure such breach or failed to present the BUYER with a plan to cure such breach within thirty (30) calendar days after receiving the BUYER's notice of such breach.

In the event of termination by the BUYER under this Section, this Purchase Agreement and all rights and obligations of the Parties hereunder will immediately terminate. The BUYER's sole remedy and recourse will be SEAWIND's return of all PDPs made by the BUYER (including the Deposit) and reimbursement of the BUYER's costs of inspection made, if any, in each case without interest, within ninety (90) calendar days after the termination.

BUYER acknowledges that the return of any PDP (including the Deposit) and reimbursement of any inspection costs without interest, is BUYER's sole and exclusive remedy for breach or violation of this Purchase Agreement by SEAWIND

A termination notice from the BUYER that does not indicate it is being made for material breach will be deemed to be a termination for convenience under Section 8.

SEAWIND may terminate this Purchase Agreement for breach upon written notice to the BUYER, if SEAWIND, in its sole discretion, determines that any of the following apply:

- i. BUYER fails to make any required payment in a timely manner;
- ii. BUYER otherwise materially breaches the terms of this Purchase Agreement; provided that the BUYER has received written notice of the material breach and has failed to cure such breach within ten (10) calendar days; or
- iii. A proceeding under any law of bankruptcy, insolvency, receivership, reorganization or relief of debtors is instituted by or against the BUYER.

In the event of a termination by SEAWIND (i) this Purchase Agreement and all of the BUYER's rights hereunder and in and to the Aircraft, Options and Position Number will immediately terminate and SEAWIND will be free to sell the Aircraft and Options and assign the Position Number to other purchasers free and clear of all liens, claims and encumbrances; and (ii) SEAWIND will retain the Retention Amount and return all other PDPs made by BUYER through the date of termination, without interest, within thirty (30) calendar days after termination. SEAWIND will be entitled to retain the Retention Amount as liquidated damages for the BUYER's breach.

BUYER and SEAWIND agree that the cost to SEAWIND for BUYER's termination for convenience or the

damages for BUYER's breach are impractical or extremely difficult to determine and the Retention Amount constitutes a reasonable approximation, at the time this Purchase Agreement is entered into, of the harm and loss caused to SEAWIND, including the expense of finding a replacement buyer, possible storage of the Aircraft while a new buyer is located, the possible loss of an additional sale to the replacement buyer and other costs.

BUYER acknowledges and agrees that the foregoing liquidated damages provision is an important consideration to SEAWIND's willingness to enter into this Purchase Agreement and is not a penalty. BUYER consents to SEAWIND's retention of the Retention Amount and agrees that the Retention Amount will apply regardless of any mitigation of damages by SEAWIND or any alleged failure of SEAWIND to mitigate its damages.

SEAWIND may terminate this Purchase Agreement at any time for convenience. In the event of a termination by SEAWIND for convenience (i) this Purchase Agreement and all of the BUYER's rights hereunder and in and to the Aircraft, Options and Position Number will immediately terminate and SEAWIND will be free to sell the Aircraft and Options and assign the Position Number to other purchasers free and clear of all liens, claims and encumbrances; and (ii) SEAWIND will return all PDPs made by BUYER through the date of termination, without interest, within thirty (30) calendar days after termination. No interest will accrue or be paid to the BUYER on any refund or return of payments (including the Deposit).

9. TRANSFERABILITY; LIMITED ASSIGNMENT

The transfer provisions in this Section refer to a transfer of the Purchase Agreement, not to a transfer of the Aircraft after Closing.

BUYER will not sell, assign, encumber or otherwise transfer, whether voluntary, involuntary or by operation of law, this Purchase Agreement or any rights or obligations herein (including, without limitation, any PDP, the Deposit or the Position Number) without the prior written consent of SEAWIND, which consent may be withheld at SEAWIND's sole discretion, provided that SEAWIND will not unreasonably withhold consent for proposed transfers (i) to an entity wholly owned by the BUYER or (ii) in connection with a lease or finance arrangement for the Aircraft.

In any transfer permitted by SEAWIND, the transferee must execute a transfer agreement provided by SEAWIND and agree to be bound by this Purchase Agreement prior to such transfer becoming effective.

Any purported or attempted transfer of the Purchase Agreement without SEAWIND's prior written consent will be null and void.

BUYER will indemnify and hold harmless SEAWIND for all costs and expenses incurred (including, without limitation, reasonable attorneys' fees and costs) related to or arising from any purported or attempted transfer without SEAWIND's prior written consent. Subject to this Section, this Purchase Agreement will be binding upon and inure to the benefit of the Parties and their permitted successors, executors, personal representatives, heirs and assigns.

10. REPRESENTATIONS

BUYER hereby represents to SEAWIND that:

- i. BUYER is the "BUYER" party under the Deposit Agreement, if applicable;
- ii. BUYER will meet the requirements in the Aircraft Operating Agreement if applicable, and act as the Managing Pilot at Closing or will designate a Managing Pilot who meets those requirements. BUYER and the Managing Pilot will execute and deliver on or prior to Closing, the Aircraft Operating Agreement in its then-current form;
- iii. BUYER has the power and authority to enter into this Purchase Agreement and perform the transactions contemplated hereby. The person executing this Purchase Agreement has the authority to execute and deliver this Purchase Agreement on behalf of the BUYER; and
- iv. This Purchase Agreement constitutes a legal, valid and binding obligation of the BUYER enforceable against the BUYER in accordance with its terms.

SEAWIND hereby represents to the BUYER that:

- i. SEAWIND has the power and authority to enter into this Purchase Agreement and perform the transactions contemplated hereby. The person executing this Purchase Agreement has the authority to execute and deliver this Purchase Agreement on behalf of SEAWIND; and
- ii. This Purchase Agreement constitutes a legal, valid, and binding obligation of SEAWIND enforceable against SEAWIND in accordance with its terms.

11. LIMITED WARRANTY AND DISCLAIMER OF WARRANTIES

At Closing, BUYER will receive the then-current Seawind Limited Warranty provided by SEAWIND (the "Seawind Limited Warranty"). The then current Seawind Limited Warranty provided to BUYER at the time of Closing will apply to the Aircraft.

BUYER agrees that the liabilities of SEAWIND and the rights and remedies of the BUYER set forth are the sole and are in lieu of and the BUYER hereby waives and releases all other obligations, representations or liabilities, express or implied, and SEAWIND makes no other warranties, express or implied by law or equity, course or dealing, course of performance, usage of trade or otherwise, or as stated in any SEAWIND literature or other sales brochures.

SEAWIND expressly excludes and disclaims all implied warranties of merchantability and fitness for a particular purpose or use. All other obligations or liabilities of SEAWIND to anyone of any nature whatsoever, whether under a theory of negligence or strict liability, contract, tort or otherwise, arising out of or relating to the design, manufacture, sale, repair, lease, use or operation of the Aircraft or Options or otherwise are excluded by SEAWIND and hereby expressly waived by the BUYER, except as expressly set forth, the Aircraft and Options are being sold "as is".

12. LIMITATION OF LIABILITIES

Notwithstanding anything to the contrary, the maximum aggregate liability that SEAWIND will have to the BUYER for any breach of this Purchase Agreement or otherwise arising out of or relating to this Purchase Agreement or to the BUYER's ownership or operation of the Aircraft or Options will be an amount equal to the sums of all PDPs made by the BUYER, including the Deposit, and the BUYER's cost of inspection, if any.

In no event will SEAWIND be liable for any consequential loss, indirect, punitive, incidental, exemplary or special damages of any kind or nature under any circumstance or, without limiting the foregoing, for any lost profits or any other losses or damages for or arising out of any lack or loss of the use of the Aircraft or any Option, equipment, accessory or spare part for any reason.

13. CONTINUED OPERATIONAL SAFETY

BUYER understands that the Aircraft Operating Agreement, Pilot's Operating Handbook and Maintenance Manual will include certain obligations for continued operational safety and aircraft maintenance. BUYER further understands that (i) BUYER service bulletins may be frequent and (ii) SEAWIND's service network is not yet fully developed.

BUYER understands that the Aircraft's Maintenance Manual will require major service or overhauls on yearly or hourly requirements, which currently are expected to include the following:

- i. Engine overhaul - earlier of fifteen (15) years or two thousand (2,000) hours.
- ii. Airframe overhaul - every ten (10) years or two thousand (2,000) hours, whichever is sooner.

14. AUTHORIZED REGIONS AND SUPPORT REGIONS

BUYER acknowledges and agrees that the Aircraft may only be flown in jurisdictions where it has been specifically approved for operation by the applicable governmental authority ("Authorized Regions"). BUYER acknowledges that the Aircraft has been designed to meet U.S. Aircraft regulations for use in the United States

and requires an ongoing exemption from the FAA for operation in the U.S. While the rules have various levels of adoption globally and are evolving continually, BUYER understands that, due to SEAWIND's FAA exemption, each non-U.S. governmental authority must authorize the operation of the Aircraft within its jurisdiction even if such non-U.S. governmental authority generally allows registration of aircraft meeting U.S. FAA rules. Although SEAWIND intends to pursue authorization in additional jurisdictions, the timing and extent of those applications have not been determined and may never be determined, and the granting of such authorizations is outside of SEAWIND's control. Notwithstanding the foregoing, some jurisdictions allow U.S. registered aircraft to fly in their territory subject to certain conditions and this agreement does not prevent such flights if permitted by the local aviation authority.

BUYER understands and agrees that the United States and other jurisdictions where SEAWIND expands its support services are the only regions where the BUYER can obtain service and maintenance support from SEAWIND (the "Support Regions"). Updates to Authorized Regions and Support Regions may be announced via the SEAWIND website.

BUYER understands and agrees that operating the Aircraft outside of the Authorized Regions, except as permitted by local aviation authorities, will invalidate the Seawind Limited Warranty.

15. FLIGHT DATA RECORDER

BUYER understands and agrees that in the interest of safety of the BUYER and others in the SEAWIND pilot and owner community, the Aircraft will be equipped with a flight data recorder and that data regarding operation of the Aircraft will be collected by SEAWIND in accordance with its privacy policy. At this time, the flight data recorder collects basic data about the engine operation, GPS data, landing gear position and indicated air speed and can only be accessed via a physical connection to the Aircraft by SEAWIND or its designees.

In the future, SEAWIND may upgrade the flight data recorder in the Aircraft, at its own expense, to allow for wireless transmission of data to SEAWIND and/or to collect additional flight data; provided, however, that the upgrade will not include a cockpit recorder without the consent of the Aircraft's owner. Notwithstanding anything to the contrary herein, the flight data recorder and the data collected thereon is and remains after Closing the sole property of SEAWIND.

SEAWIND hereby grants to BUYER, effective upon Closing, the limited, non-transferable and non-exclusive right to use the flight data recorder in the Aircraft and data thereon for BUYER's own non-commercial purposes related to BUYER's operation of the Aircraft.

16. BINDING; MODIFICATIONS; SEVERABILITY; INTERPRETATION

The effectiveness of this Purchase Agreement is conditioned on SEAWIND's receipt of:

- i. the first PDP and the second PDP, less the first PDP; and
- ii. BUYER's signature on this Purchase Agreement.

BUYER acknowledges and agrees that the BUYER has read, understands and agrees to the provisions of the Purchase Agreement. prior to the BUYER's acceptance of this Purchase Agreement. The offer to enter into this Purchase Agreement is subject to change at SEAWIND's sole discretion at any time. There are no assurances by SEAWIND that the terms and conditions of this Purchase Agreement, including the Purchase Price, Specifications and Options, are or will be the same for all purchasers.

This Purchase Agreement may be amended or modified, and any of the terms, covenants, representations, warranties, or conditions may be waived, only by a written instrument executed by SEAWIND and the BUYER. Any waiver by any party of any condition or breach will not be deemed to be a further continuing waiver of any such condition or breach, or of the breach of any other provision of this Purchase Agreement.

In the event that any provision of this Purchase Agreement is determined by any court or arbitrator to be illegal, invalid or unenforceable under any present or future law, then (a) such provision will be fully severable and this Purchase Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof and the remaining provisions will remain in full force and effect and (b) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically, as a part of this Purchase

Agreement, a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

If an ambiguity or question of intent or interpretation arises, then this Purchase Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party to this Purchase Agreement by virtue of the authorship of any of the provisions. The article, section, and section titles and headings contained in this Purchase Agreement are inserted as a matter of convenience and for ease of reference only and will be disregarded for all other purposes, including the construction or enforcement of this Purchase Agreement or any of its provisions.

17. GOVERNING LAW AND VENUE; ARBITRATION; ATTORNEY'S FEES; COMPLIANCE WITH LAWS; EXPORT CONTROLS

This Purchase Agreement and any disputes arising out of or relating to it will be governed by the laws of the State of Delaware, regardless of the choice of law provisions of Delaware or any other jurisdiction.

Any and all disputes or claims arising out of or relating to this Purchase Agreement or otherwise arising out of or relating to the Parties' relationships will be resolved by final and binding arbitration by a single arbitrator administered by the American Arbitration Association in Delaware in accordance with the Commercial Arbitration Rules of the American Arbitration Association (rules can be found at www.adr.org/commercial).

This agreement to arbitration disputes waives any right to a jury trial of any claims arising out of or relating to this Purchase Agreement. If a dispute is arbitrated, the BUYER and the BUYER's affiliates and successors in interest give up any rights to participate as a class representative or class member on any class claim they may have against SEAWIND (or other released parties), including any right to class arbitration or any consolidation of individual arbitrations.

Consistent with and without waiving the foregoing, the Parties agree that any court action to enforce the arbitration clause, have judgment entered in conformity with the award rendered in the arbitration or otherwise in the unlikely event the arbitration provision is found to be unenforceable or otherwise inapplicable: (i) will be heard exclusively in the United States District Court for the State of Delaware if federal jurisdiction exists or an appropriate state court in the State of Delaware does not exist (collectively, the "Agreed Courts"); and (ii) the Parties acknowledge and agree that the Agreed Courts will have sole and exclusive jurisdiction and venue for all claims and disputes arising out of or relating to this Purchase Agreement or otherwise arising out of or relating to the Parties' relationships and SEAWIND and the BUYER hereby consent to the jurisdiction of the Agreed Courts and waive any and all objections that they may have to the jurisdiction and venue in the Agreed Courts, including any claim or defense that the Agreed Courts are an inconvenient forum.

Should any litigation or arbitration be commenced (including any proceedings in a bankruptcy court) among SEAWIND and the BUYER arising out of or relating to this Purchase Agreement or otherwise arising out of or relating to the Parties' relationships, the prevailing Party in any such proceedings, as determined by the court or arbitrator, will be entitled to reimbursement of its reasonable attorneys' fees, expenses (including but not limited to the fees of experts) and any and all arbitration and court costs, including the fees of the arbitrators, expenses and costs of any arbitration and judicial proceedings, including any appeals.

Each Party must comply with all applicable standards, provisions and stipulations of all foreign, federal, state and local laws, rules, regulations, ordinances and Executive Orders. In addition, each Party will, at all times, act in a lawful manner and will not use monies associated with this Order to bribe government officials.

SEAWIND is subject to U.S. export and import laws and regulations, including without limitation the Office of Foreign Assets Control (OFAC), 31 CFR Parts 500-599; the Export Administration Regulations (EAR), 15 CFR Parts 730-774 and the Foreign Trade Regulations (FTR), 15 CFR Part 30.

BUYER agrees that BUYER will not export, re-export, release or otherwise transfer, directly or indirectly, the Aircraft, goods, technical data and/or services provided by SEAWIND in violation of U.S. law.

BUYER is responsible for obtaining any necessary U.S. government authorization required to ensure compliance of the BUYER with U.S. law.

APPROVAL

IN WITNESS WHEREOF, the Buyer accepts the terms and conditions indicated in this agreement in its totality.

AIRCRAFT PURCHASE AGREEMENT EXHIBIT A:

Related Party Transfer Agreement

Deposit Holder represents and warrants that (a) it is the "BUYER" party under the Aircraft Deposit Agreement and (b) the BUYER under the foregoing Purchase Agreement is a Related Party of the Deposit Holder. Deposit Holder hereby transfers the Deposit Agreement and all rights therein to the BUYER effective immediately prior to the Effective Date and consents to termination of the Deposit Agreement and application of the Deposit Amount to the first PDP in accordance with the terms of the Purchase Agreement.

The term "Related Party" means (i) an entity that is majority owned or controlled by the Deposit Holder, or (ii) a trust for the exclusive benefit of Deposit Holder or Deposit Holder's immediate family for which Deposit Holder is a settlor and trustee.