

# **Aircraft Purchase Agreement**



## ICON A5® Aircraft Purchase Agreement

This AIRCRAFT PURCHASE AGREEMENT (this "Purchase Agreement") is effective as of the last signature date indicated below (the "Effective Date") by and between the undersigned buyer ("Buyer") and ICON Aircraft, Inc., a corporation incorporated under the laws of the State of Delaware ("ICON"). Buyer and ICON are also referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, subject to the terms and conditions set forth herein, Buyer agrees to purchase and ICON agrees to sell one ICON A5 aircraft with the specifications described on Addendum 1 (the "Aircraft").

WHEREAS, the Parties have previously entered into that certain Aircraft Deposit Agreement as referenced on Exhibit A (the "Deposit Agreement"), which sets forth, among other things, the amount of the deposit (the "Deposit") and delivery position number (the "Position Number"). This Purchase Agreement supersedes the Deposit Agreement. If Buyer is a Related Party of the deposit holder (as defined in Exhibit A), then Buyer has delivered a related party transfer agreement executed by the deposit holder in accordance with Exhibit A.

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

### 1. ENTIRE AGREEMENT

- a. This Purchase Agreement includes the following Exhibits and Addendum:
  - i. EXHIBIT A – Deposit Agreement Information – If applicable, among other things, this exhibit identifies the Deposit Agreement, identifies the Deposit, and includes the Related Party Transfer Agreement.
  - ii. EXHIBIT B – Form of Aircraft Operating Agreement – The Aircraft Operating Agreement is an agreement between ICON, Buyer, and the Managing Pilot (as defined in the Aircraft Operating Agreement and who may also be Buyer) designated by Buyer for the Aircraft that must be executed and delivered at Closing.
  - iii. ADDENDUM 1 – Purchase Price Sheet and Specifications – This addendum includes the Aircraft Specifications, selected options and accessories, the Purchase Price, Estimated Closing Date, and the timing and amounts of the pre-delivery payment(s) and final payment due at Closing. Addendum 1 may be amended by ICON from time to time as provided in this Purchase Agreement.
- b. Addendum 1 and Exhibits A & B are hereby incorporated by reference and made part of this Purchase Agreement. This Purchase Agreement, together with the Addendum 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, including the Deposit Agreement. Buyer expressly represents and agrees that 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

- a. Subject to the terms of this Purchase Agreement, Buyer agrees to purchase from ICON and ICON agrees to sell to Buyer the Aircraft, together with the optional features, accessories, and configurations described on Addendum 1 (collectively "Options"). The purchase price and payment schedule for the Aircraft and Options selected as of the Effective Date is set forth on Addendum 1 (the "Purchase Price"). The Purchase Price will be adjusted by ICON from time to time to reflect additional Options selected or removed after the Effective Date in accordance with the terms of this Purchase Agreement.

### 3. PAYMENTS; TAXES

- a. The Purchase Price will consist of Pre-Delivery Payment(s) (each a "PDP") and will be due on the date(s) set forth on Addendum 1. The Aircraft and Options will be delivered and the transaction closed (the "Closing"), after the Purchase Price has been paid in full and Buyer has complied with its obligations in this Agreement. **Except as specifically provided herein, the Deposit and the first PDP ("PDP 1"), are non-refundable.**
- b. Periodic updates by ICON to Addendum 1, including to the Estimated Closing Date and changes to reflect Options (and associated changes to the Purchase Price and the timing and amount of the installment payments), will be made, if applicable, by email or via ICON's owners center portal (currently at <https://my.iconaircraft.com>) (the "ICON Owners Center").
- c. All payments will be made to ICON by wire transfer or ACH transfer to an account designated by ICON and in United States dollars. ICON may, in its discretion, accept payment from Buyer by personal check or cashiers' check; provided that payment by check will not be deemed received until final funds have cleared the issuing bank. Any late payments by Buyer will bear interest at the rate of 1.0% per month



from the date due. In the event a payment is more than 15 calendar days late, ICON may terminate this Purchase Agreement for material breach as provided in Paragraph 8.c.

d. 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"). Buyer will be solely responsible for all Taxes. Taxes required by law to be charged at the point of sale will be paid by Buyer and collected by ICON. ICON may, in its discretion, provide a copy of this Purchase Agreement in addition to other information to taxing authorities.

e. The PDPs will be held in a Holding Account, currently with Silicon Valley Bank ("Holding Agent"), and earmarked toward Buyer's purchase of the Aircraft. Buyer's PDPs in the Holding Account will not be comingled with ICON's operating capital or be used in operation of ICON's business, and will not become the property of ICON until such time as this Purchase Agreement allows portions of the PDPs to become non-refundable, at which time the funds will become property of ICON, be transferred out of the Holding Account, and used by ICON at its sole discretion. ICON is responsible for the costs of the Holding Account and is entitled to any interest earned on deposited funds. The Holding Agent may be changed by ICON in its discretion. Buyer agrees to provide information that may be requested by the Holding Agent, including without limitation, information to confirm the Holding Agent's compliance with state and federal laws against terrorism and money-laundering activities. The holding agreement requires the Holding Agent to comply with ICON's written instructions concerning the deposited funds. The Holding Agent is only authorized to accept instructions from ICON. When this Purchase Agreement is terminated in accordance with its terms, ICON will direct the release and return the refundable PDPs (less cancellation or other fees, as applicable under this Purchase Agreement) to the Buyer. When the Closing occurs, as defined in this Purchase Agreement, ICON will direct the release of the PDPs in the Holding Account to ICON to be applied toward the Purchase Price as provided in this Purchase Agreement. The PDPs will not become the property of ICON unless the Closing occurs or when such PDPs become non-refundable under this Purchase Agreement.

#### **4. COMMUNICATION; BUYER INFORMATION**

a. ICON will contact Buyer using the information contained in Buyer's profile in the ICON Owners Center, which is set forth in Paragraph 4.e herein. Buyer is responsible for ensuring ICON has Buyer's current contact information at all times by updating the contact information in the ICON Owners Center.

b. Except for materials sent via the Owners Center, ICON will send any notice to Buyer under this Purchase Agreement by email or by pre-paid overnight delivery to the contact information last provided by Buyer in the ICON Owners Center.

c. ICON's current contact information is available at [www.iconaircraft.com/contact.html](http://www.iconaircraft.com/contact.html). Any notice to ICON under this Purchase Agreement must be sent by email to [contracts@iconaircraft.com](mailto:contracts@iconaircraft.com) or by pre-paid overnight delivery to ICON's headquarters at the address listed at the web address above, attention: Contracts Administration.

d. Each notice or demand to either party will be deemed to have been given when actually received or twenty-four (24) hours after being sent, whichever occurs first.



e. Buyer represents and warrants that (i) Buyer's name and address is as set forth below and (ii) Buyer is the "Buyer" party to the Deposit Agreement or the "Buyer" party to the Deposit Agreement has executed the Related Party Transfer Agreement in Exhibit A in favor of Buyer.

\_\_\_\_\_  
Buyer (Name to Appear on Aircraft Title; if Individual, give last name, first name, and middle initial)

\_\_\_\_\_  
Authorized Signor (if Buyer is not an individual)

\_\_\_\_\_  
Title of Signor (if Buyer is not an individual)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State/Province

\_\_\_\_\_  
Country

\_\_\_\_\_  
Zip/Postal Code

\_\_\_\_\_  
Phone (Mobile)

\_\_\_\_\_  
Phone (Home/Office)

\_\_\_\_\_  
Email

**5. AIRCRAFT OPERATING AGREEMENT; TRAINING REQUIRED PRIOR TO OPERATION**

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

b. Prior to or at Closing, Buyer must deliver to ICON the Aircraft Operating Agreement, the current form of which is attached and also available in the ICON Owners Center, executed by Buyer and the Managing Pilot. The Aircraft Operating Agreement requires, among other things, that the Managing Pilot has completed an ICON-approved training course (Sport Pilot Course, Transition Course, or Transition Course with seaplane rating or LSA seaplane endorsement) prior to operating the Aircraft. The cost of any training is not included in the Purchase Price. 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.

c. The Aircraft Operating Agreement also contains 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 ICON'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 Buyer's legal rights. The Aircraft Operating Agreement includes an option either to: (i) release certain claims against and agree not to sue ICON and certain other released parties, and provide certain indemnifications; OR (ii) pay an additional \$10,000 to purchase the Aircraft. Buyer represents and warrants that Buyer has read and understands the provisions of the form of Aircraft Operating Agreement attached as Exhibit B prior to executing this Purchase Agreement.**

**6. CLOSING; CLOSING WINDOW; ACCEPTANCE**

a. Title and risk of loss of the Aircraft and Options will transfer at ICON's facilities in Vacaville, California at the Closing on Ex-works delivery terms (Ex-works means insurance and delivery charges and risk of damage following the Closing are Buyer's responsibility and not included in the Purchase Price of the Aircraft and Options). Delivery from ICON's facilities to Buyer is generally available for an additional fee. Addendum 1 includes the estimated date of Closing ("Estimated Closing Date") as of the Effective Date. The Estimated Closing Date may be modified by ICON from time to time to reflect production and manufacturing timing, changes to Options, and other factors. If, however, ICON modifies the Estimated Closing Date to delay it by more than 30 calendar days, ICON will make a corresponding change to any remaining PDP due dates.

b. ICON will notify 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 weeks prior to the Availability Date. Buyer will have 10 calendar days after the Availability Date (such 10-day period, the "Closing Window") to complete Buyer's inspection (as provided in Paragraph 6.e herein), complete the required documentation, make the final payment, and take delivery of the Aircraft. The date on which Closing is completed is referred to herein as the "Closing Date." In the event Buyer does not complete Closing during the Closing Window, then Buyer will (i) pay in full the Purchase Price that would be due at Closing as shown on the final Addendum 1 on or before the end of the Closing Window, and (ii) pay ICON for storage of the

**5.b  
Buyer  
Initials**



Aircraft at ICON's facility at ICON's 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 30 calendar days after the Closing Window, then ICON may terminate this Purchase Agreement for breach by Buyer pursuant to Paragraph 8.c.

- c. To complete Closing, Buyer will deliver or have delivered the following to ICON:
  - i. Payment in full of the Purchase Price and all other amounts due to ICON;
  - ii. Completed FAA registration for the Aircraft in Buyer's name on form 8050-1;
  - iii. Aircraft Operating Agreement executed by Buyer and the Managing Pilot;
  - iv. An acknowledgement of receipt of the Aircraft, the Pilot's Operating 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 ICON.
- d. At Closing, ICON will deliver to Buyer: (i) an executed bill of sale on FAA form 8050-2 or its equivalent, (ii) counterpart signature to the Aircraft Operating Agreement, (iii) the then-current A5 Limited Warranty, and (iv) possession of the Aircraft and Options.
- e. Following Buyer's inspection and during the Closing Window, Buyer must provide written notice to ICON of any items Buyer believes do not conform to ICON's internal quality specifications (the "Quality Standards"). Failure to provide such written notice during the Closing Window is a waiver by Buyer of any non-conformities and Buyer will be deemed to have accepted the Aircraft as is. If ICON, in its reasonable discretion, determines that the items identified by Buyer do not meet the Quality Standards, ICON will correct such items at ICON's expense prior to Closing and the Closing Window shall be automatically extended until such issues meet the Quality Standards as reasonably determined by ICON. If such items are not resolved within 30 calendar days, then Buyer may terminate this Purchase Agreement for breach by ICON under Paragraph 8.b as Buyer's sole and exclusive remedy. ICON aircraft are made of light-weight, 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 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 ICON after Closing at Buyer's sole expense.
- f. ICON 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.

## **7. SPECIFICATIONS AND OPTIONS**

- a. The specifications for the Aircraft (including selected Options) are set forth in Addendum 1 (the "Specifications"). After the Effective Date, ICON may, in its sole discretion, modify the Specifications to: (i) reflect modifications to the Aircraft between signing and Closing that ICON deems an improvement; and (ii) add Options selected by Buyer after the Effective Date. It is understood that ICON may make suitable adjustments and substitutions in its sole discretion to the materials and components of the Aircraft and Options.
- b. The Options selected by Buyer as of the Effective Date are set forth on Addendum 1. If ICON makes additional Options available to Buyer and Buyer timely accepts the additional Options, then ICON will modify Addendum 1 to reflect the adjustments to the Specifications, Purchase Price, and installment payments.
- c. In the event Buyer opts out of Section 4 of the Aircraft Operating Agreement as provided therein, ICON will modify Addendum 1 to reflect the \$10,000 increase to Purchase Price.
- d. Buyer acknowledges that the Aircraft is a general aviation light sport aircraft, is not a FAR Part 23 certified aircraft, and is not suited or authorized for commercial transport or aerobatics.

## **8. TERMINATION**

- a. Buyer may terminate this Purchase Agreement for convenience by providing written notice to ICON and completing ICON's cancellation form at any time prior to the start of the Closing Window. In the event of a termination for convenience under this Paragraph 8.a: (i) this Purchase Agreement and all of Buyer's rights hereunder and in and to the Aircraft, Options, and Position Number will immediately terminate and ICON 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) ICON will return all PDPs made by Buyer through the date of termination, without interest, less the Deposit and PDP1 (such amount, the "Retention Amount") by check or wire transfer within 90 calendar days after the date of receipt of: 1) written notice of such termination and 2) receipt of the completed ICON cancellation form. ICON will be entitled to retain the Retention Amount as liquidated damages for Buyer's early termination.
- b. Buyer may terminate this Purchase Agreement prior to Closing by written notice to ICON for ICON's material breach of the terms of this Purchase Agreement and by completing ICON's cancellation form; provided that ICON has received written notice of the material breach and ICON failed to cure such breach or failed to present Buyer with a plan to cure such breach within 30 calendar days after receiving Buyer's notice of such breach. In the event of a termination by Buyer under this Paragraph 8.b, this Purchase Agreement and all rights and obligations

of the Parties hereunder will immediately terminate, and Buyer's sole remedy and recourse will be ICON's return of all PDPs made by Buyer (including the Deposit) and reimbursement of Buyer's costs of inspection made under Paragraph 6.e, if any, in each case without interest, within 90 calendar days after the termination. **BUYER ACKNOWLEDGES THAT THE RETURN OF THE PRE-DELIVERY PAYMENTS (INCLUDING THE DEPOSIT) TO BUYER AND REIMBURSEMENT OF BUYER'S INSPECTION COSTS, WITHOUT INTEREST, IS BUYER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OR VIOLATION OF THIS PURCHASE AGREEMENT BY ICON.** A termination notice from Buyer that does not indicate it is being made for material breach under Paragraph 8.b will be deemed to be a termination for convenience under Paragraph 8.a.

c. ICON may terminate this Purchase Agreement for breach upon written notice to Buyer, if ICON, 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 Buyer has received written notice of the material breach and has failed to cure such breach within 10 calendar days; or
- iii. A proceeding under any law of bankruptcy, insolvency, receivership, reorganization, or relief of debtors is instituted by or against Buyer.

d. In the event of a termination by ICON under Paragraph 8.c, (i) this Purchase Agreement and all of Buyer's rights hereunder and in and to the Aircraft, Options, and Position Number will immediately terminate and ICON 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) ICON will retain the Retention Amount and return all other PDPs made by Buyer through the date of termination, without interest, within 30 calendar days after termination. ICON will be entitled to retain the Retention Amount as liquidated damages for Buyer's breach.

e. Buyer and ICON agree that the cost to ICON for Buyer's termination for convenience or the damages for Buyer's breach are impractical or extremely difficult to determine and that the Retention Amount constitutes a reasonable approximation, at the time this Purchase Agreement is entered into, of the harm and loss caused to ICON, including the expense of finding a replacement buyer, possible storage of the Aircraft while a 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 ICON's willingness to enter into this Purchase Agreement and is not a penalty. Buyer consents to ICON's retention of the Retention Amount and agrees that the Retention Amount will apply regardless of any mitigation of damages by ICON or any alleged failure of ICON to mitigate its damages.

f. ICON may terminate this Purchase Agreement at any time for convenience. In the event of a termination by ICON for convenience, (i) this Purchase Agreement and all of Buyer's rights hereunder and in and to the Aircraft, Options, and Position Number will immediately terminate and ICON 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) ICON will return all PDPs made by Buyer through the date of termination, without interest, within 30 calendar days after termination.

g. No interest will accrue, or be paid, to Buyer on any refund or return of payments (including the Deposit).

## **9. TRANSFERABILITY; LIMITED ASSIGNMENT**

a. The transfer provisions in this Section 9 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 (including the Deposit) or the Position Number) without the prior written consent of ICON (which consent may be withheld in ICON's sole discretion); provided that ICON will not unreasonably withhold consent for proposed transfers (i) to an entity wholly owned by Buyer, or (ii) in connection with a lease or finance arrangement for the Aircraft. In any transfer permitted by ICON, the transferee must execute a transfer agreement provided by ICON and agree to be bound by this Agreement prior to such transfer becoming effective.

b. Any purported or attempted transfer of the Purchase Agreement without ICON's prior written consent will be null and void. Buyer will indemnify and hold harmless ICON 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 ICON's prior written consent. Subject to this Section 9, 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**

a. Buyer hereby represents to ICON that:

- i. Buyer is the "Buyer" party under the Deposit Agreement or a Related Party thereof who has completed the Related Party Agreement on Exhibit A;
- ii. Buyer will meet the requirements in the Aircraft Operating Agreement for, and act as, 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 Buyer; and
- iv. This Purchase Agreement constitutes a legal, valid, and binding obligation of Buyer enforceable against Buyer in accordance with its terms.
- b. ICON hereby represents to Buyer that:
  - i. ICON 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 ICON; and
  - ii. This Purchase Agreement constitutes a legal, valid, and binding obligation of ICON enforceable against ICON in accordance with its terms.

#### **11. LIMITED WARRANTY AND DISCLAIMER OF WARRANTIES**

a. At Closing, Buyer will receive the then-current A5 Limited Warranty provided by ICON (the "A5 Limited Warranty"). Buyer acknowledges that concurrent with this Purchase Agreement Buyer received a copy of the A5 Limited Warranty in its current form. Updated versions of the A5 Limited Warranty prior to Closing will be posted to the ICON Owners Center. The then-current A5 Limited Warranty provided to Buyer at the time of Closing will apply to the Aircraft.

**B. BUYER AGREES THAT THE WARRANTY OBLIGATIONS AND LIABILITIES OF ICON AND THE RIGHTS AND REMEDIES OF BUYER SET FORTH IN THE A5 LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES AND ARE IN LIEU OF, AND BUYER HEREBY WAIVES AND RELEASES, ALL OTHER WARRANTIES, OBLIGATIONS, REPRESENTATIONS OR LIABILITIES, EXPRESS OR IMPLIED, AND ICON MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED BY LAW OR EQUITY, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, OR AS STATED IN ANY ICON LITERATURE OR OTHER SALES BROCHURES. ICON EXPRESSLY EXCLUDES AND DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE. ALL OTHER OBLIGATIONS OR LIABILITIES OF ICON 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, OR USE OR OPERATION OF THE AIRCRAFT OR OPTIONS, OR OTHERWISE, ARE EXCLUDED BY ICON AND HEREBY EXPRESSLY WAIVED BY BUYER. EXCEPT AS EXPRESSLY SET FORTH IN THE A5 LIMITED WARRANTY, THE AIRCRAFT AND OPTIONS ARE BEING SOLD "AS IS."**

#### **12. LIMITATION OF LIABILITIES**

**A. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE MAXIMUM AGGREGATE LIABILITY ICON WILL HAVE TO BUYER FOR ANY BREACH OF THIS PURCHASE AGREEMENT OR OTHERWISE ARISING OUT OF OR RELATING TO THIS PURCHASE AGREEMENT OR TO BUYER'S OWNERSHIP OR OPERATION OF THE AIRCRAFT OR OPTIONS WILL BE AN AMOUNT EQUAL TO THE SUM OF THE PRE-DELIVERY PAYMENTS MADE BY BUYER (INCLUDING THE DEPOSIT) AND BUYER'S COSTS OF INSPECTION MADE UNDER PARAGRAPH 6.E (IF ANY). IN NO EVENT WILL ICON BE LIABLE FOR ANY CONSEQUENTIAL, 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 USE OF THE AIRCRAFT OR ANY OPTION, EQUIPMENT, ACCESSORY, OR SPARE PART FOR ANY REASON.**

#### **13. CONTINUED OPERATIONAL SAFETY; EARLY PRODUCTION RUN**

a. Buyer understands that the Aircraft Operating Agreement, Pilot's Operating Handbook, and Maintenance Manual include certain obligations for continued operational safety and aircraft maintenance. Buyer further understands that (i) Buyer is receiving an early production run aircraft and, as a result, service bulletins may initially be frequent, and (ii) ICON's service network is not yet fully developed.

b. 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 15 years or 2,000 hours.
- ii. Ballistic recovery system parachute repack - every 7.5 years.
- iii. Ballistic recovery system rocket replacement - every 15 years.
- iv. Airframe overhaul - every 10 years or 2,000 hours (whichever is sooner).

#### **14. AUTHORIZED REGIONS AND SUPPORT REGIONS**

a. 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. Light Sport Aircraft regulations for use in the United States and requires an ongoing exemption from the FAA for operation in the U.S. (FAA-



2012-0514). While the LSA rules have various levels of adoption globally and are evolving continually, Buyer understands that, due to ICON'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. LSA rules. Although ICON 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 ICON'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.

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

c. Buyer understands and agrees that operating the Aircraft outside of the Authorized Regions, except as permitted by local aviation authorities, invalidates the A5 Limited Warranty.

#### **15. FLIGHT DATA RECORDER**

Buyer understands and agrees that in the interest of safety of Buyer and others in the ICON 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 ICON in accordance with its privacy policy (available in the ICON Owners Center). At this time, the flight data recorder collects basic data about the engine operation, GPS data, landing gear position, and indicated airspeed and can only be accessed via a physical connection to the Aircraft by ICON or its designees. In the future, ICON may upgrade the flight data recorder in the Aircraft, at its own expense, to allow for wireless transmission of data to ICON 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 ICON. ICON hereby grants to Buyer, effective upon Closing, the limited, non-transferable, 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**

a. The effectiveness of this Purchase Agreement is conditioned on ICON's receipt of the first PDP.

b. Buyer acknowledges and agrees that Buyer has read, understands, and agrees to the provisions of the Purchase Agreement. Prior to Buyer's acceptance of this Purchase Agreement, the offer of entering into this Purchase Agreement is subject to change in ICON's sole discretion at any time. There are no assurances by ICON 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.

c. 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 ICON and 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.

d. 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.

e. 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 paragraph 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**

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

b. 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 San Francisco, California in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect (which rules can be found at [www.adr.org/commercial](http://www.adr.org/commercial)). **THIS AGREEMENT TO ARBITRATE DISPUTES WAIVES ANY RIGHT TO A JURY TRIAL OF ANY CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT. IF A DISPUTE IS ARBITRATED, BUYER AND 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 ICON (OR OTHER RELEASED PARTIES), INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**





c. 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 Eastern District of California if federal jurisdiction exists or an appropriate state court located in Solano County in the State of California if federal jurisdiction 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 ICON and 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.

d. Should any litigation or arbitration be commenced (including any proceedings in a bankruptcy court) among ICON and 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.

e. 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. ICON 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 ICON in violation of U.S. law. Buyer is responsible for obtaining any necessary U.S. government authorization required to ensure compliance of Buyer with U.S. law.

**IN WITNESS WHEREOF**, the Parties have caused this Purchase Agreement to be executed by their duly authorized representatives.

**Buyer:**

**ICON:**

**ICON Aircraft, Inc.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**AIRCRAFT PURCHASE AGREEMENT**

**EXHIBIT A: Deposit Agreement Information**

The following information identifies the Deposit Agreement:

**Deposit Holder:** \_\_\_\_\_

**Effective Date:** \_\_\_\_\_

**Position Number:** \_\_\_\_\_

**Deposit Amount (\$):** \_\_\_\_\_

**Deposit Holding Account:** \_\_\_\_\_

If Buyer participated in ICON's Move-Up Program, then Buyer acknowledges and agrees: (i) the Position Number is the newly assigned position number from the Move-Up Program and the Aircraft and Options are those associated with the Position Number; (ii) all of Buyer's rights in and to the Former Position Number (identified below) automatically terminate and ICON will be free to assign the Former Position Number to other purchasers free and clear of all liens, claims, and encumbrances.

**Former Position Number:** \_\_\_\_\_

If Buyer is a Related Party (as defined below) of the Deposit Holder, then Buyer will deliver at or prior to the Effective Date the Related Party Transfer Agreement executed by the Deposit Holder.



**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 Deposit Holder. Deposit Holder hereby transfers the Deposit Agreement and all rights therein to 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.

**Deposit Holder:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

\_\_\_\_\_  
Date: \_\_\_\_\_