



5904 S. Western Ave. | Marion, IN 46953 | PH. 765-603-0900

STOFFER AIRCRAFT BROKERAGE AGREEMENT THIS AIRCRAFT BROKERAGE AGREEMENT ("Agreement"), dated 11/20/2024, is made and entered into by and between STOFFER AVIATION ("Aircraft Broker" or "Broker"), and Paul D. Burgeson ("Seller"). Seller and Broker agree as follows:

1. Appointment of Broker. Subject to and upon the terms and conditions of this Agreement, Seller hereby employs Broker as Seller's exclusive broker, and hereby grants to Broker the exclusive worldwide right to sell, broker and market the hereinafter described Aircraft, during the term of this Agreement. Seller cannot hold the Broker financially liable, and Seller shall not grant to any other entity or individual any rights whatsoever in connection with the sale of the Aircraft during the term of this Agreement. As used herein, "Aircraft" means and refers to the aircraft described.

2. Term. The term of this Agreement shall commence on the execution date of this Agreement and shall continue for a period of Sixty (60) days and shall thereafter automatically terminate without the giving of written notice to the other party, unless continuation of this Agreement is agreed by the parties by separate agreement. Notwithstanding the termination of the term of this Agreement, the compensation described shall be due and payable to Broker by Seller if, within the thirty (30) day period following the effective date of any termination of this Agreement, Seller sells or agrees to sell the Aircraft to any person or entity (including any associated company or affiliate thereof) introduced to Seller by Broker or any agent or representative of Broker during the term of this Agreement.

3. Seller's Representations and Covenants. Seller represents that it is the sole owner of the Aircraft free and clear of any claim thereto by or lien or encumbrance thereon in favor of any other person or entity and will deliver to the purchaser good and marketable title to the Aircraft free and clear of all claims, liens and encumbrances. If Seller withdraws the Aircraft from the market prior to the termination of the term of this Agreement, Seller will reimburse Broker for all advertising and selling costs relating to the Aircraft.

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4. Marketing and Sale of Aircraft. (a) Seller agrees to sell Aircraft upon acceptance of a purchase offer, payable in U.S. currency at closing, from a financially responsible party, so long as a mutually acceptable sale and purchase agreement is executed by the prospective purchaser and submitted to Seller with reasonable promptness after the offer is made. The sale and purchase agreement shall specify that the purchaser shall pay any applicable sales, use and/or other transfer taxes that relate to the Aircraft as a result of the transaction. The purchase offer must be accompanied by an earnest money deposit (cash or certified funds in U.S. currency) of US one-thousand dollars (\$1,000.00), which shall be held by Broker until closing of such sale. Seller reserves the right to accept or reject any lesser offer that may be submitted. (b) THE AIRCRAFT IS TO BE SOLD "AS IS", "WHERE IS" AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE. NEITHER SELLER NOR BROKER SHALL BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES INCURRED BY ANY PURCHASER OR ANYONE CLAIMING THROUGH SUCH PURCHASER EVEN IF IT HAS BEEN ADVISED IN ADVANCE ABOUT THE POSSIBILITY OF SUCH DAMAGES.

5. Broker's Compensation. Broker's compensation will be five percent (5.00%), of the final sale and/or purchase price, excluding any applicable sales or use taxes, payable at the time of the closing of the sale by bank wire transfer or other means of remittance acceptable to Broker. Broker's compensation as set forth herein shall be payable in respect of (a) any sale of the Aircraft consummated during the term hereof or within the 30 day period immediately following termination of the term of this Agreement as described in Section 2, or (b) any offer obtained by Broker in accordance with the terms set forth herein that is not accepted by Seller.

6. Escrow. It is agreed that within 5 business days following execution of this Agreement by all parties, an escrow account will be established. The funds for the purchase price, the Agent's sales commission, and the following documents shall be transmitted through escrow if required: (a) An Aircraft Bill of Sale transferring title from Seller to Buyer; (b) The Buyer's Application for Aircraft Registration; (c) Any other documents required by the escrow service. The transfer of any other funds called for under this Agreement shall be handled outside of escrow. Buyer will pay 100% of the fees for the escrow service. Unless otherwise required by the escrow service, Buyer's portion of the escrow fee, if any, shall be paid upon establishment of the escrow account. Seller's portion of the escrow fee if any shall be decided upon if at the time the escrow service requires seller portion fees. Seller has the right to accept or deny the fee. The parties agree to transmit to the escrow service any Escrow Instructions required by the escrow service. If, under the terms of this Agreement, the parties agree to change the Purchase Price from that set forth herein, the parties shall notify the escrow service in writing.

7. Indemnification. Seller agrees to indemnify, hold harmless and defend Broker from and against any and all claims, demands, liabilities and/or damages resulting or arising from this Agreement, Broker's actions pursuant hereto and/or the sale of the Aircraft, including any claims, demands, liabilities and/or damages arising from any representations or warranties made by Seller in connection with said sale.

8. Notices. Any and all notices, elections or demands permitted or required to be made under this Agreement shall be in writing and shall be delivered personally, telecopied or sent by nationally recognized courier service (such as Federal Express) or by certified mail to the other party at the address set forth below, or such other address as may be supplied in writing and of which receipt has been acknowledged in writing. The date of personal delivery or telecopy, the day after the date of delivery to such courier service, or the third (3rd) day after the date of mailing, as the case may be, shall be the date of such notice, election or demand, and rejection, refusal to accept or inability to deliver because of a changed address of which no notice was sent shall not affect the validity of any notice, election or demand given in accordance with the provisions of this Agreement.

The address of Seller is:

8064 Whitelick Dr.,

Brownsburg, IN 46112

The address of Broker is:

5904 S. Western Ave. Marion, IN 46953

Entire Agreement; Binding Effect. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes any other discussions or agreements relating to the subject of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, successors-in-title and assigns, as the case may be.

9. Amendments and Modifications. Neither this Agreement nor any provision hereof may be enlarged, altered, amended, modified or changed orally, but may be so altered, amended, modified or changed only by an instrument in writing signed by the party against whom enforcement of such alteration, amendment, modification or change is sought. 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 employee of either party, which are not contained in this written contract, shall be valid or binding.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or have caused this Agreement to be executed as of the date first above written.

DocuSigned by:
SELLER: Paul D. Burgeson Signature: **Paul Donald Burgeson**
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Date: 11/20/2024 Phone number: 317-203-9169

E-mail: paulburgeson@gmail.com

BROKER: STOFFER AVIATION By: Josh Stoffer

DocuSigned by:
Signature: *Joshua Stoffer*
FF0705906DD44C...

Phone number: 765-603-0900 E-mail: Josh@StofferAviation.Com

EXHIBIT A

Description of Aircraft: 1965 Piper Cherokee C, Single-Engine Piston, Passenger Aircraft

Manufacturer / Year: 1965

Model: Piper Cherokee C

Serial Number: 28-2803

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