



PURCHASE AGREEMENT

This agreement is entered into this ____ day of _____, 2024, by and between Leslie 'Pete' Petersen, hereinafter referred to as "Seller"; GOLDEN EAGLE AVIATORS INC., a Utah corporation, hereinafter referred to as "Owner"; Leslie 'Pete' Petersen, hereinafter referred to as "Manager"; and _____, hereinafter referred to as "Buyer."

RECITALS

A. WHEREAS: Owner shall purchase or has purchased aircraft for use by stakeholders, specifically

a. A 2006 Mooney M20M Bravo GX Aircraft, Tail Number N69MB (will transition to Tail Number N251MB), VIN 27-0353, and

B. WHEREAS: Owner has issued shares of its stock, as payment for use of said aircraft; and

C. WHEREAS: Owner desires to sell the shares of Golden Eagle Aviators Inc., stock to ten (10) buyers in 1,000 share blocks, and

D. WHEREAS: The purchaser of any 1,000 shares of Golden Eagle Aviators Inc. stock is entitled to use the above-described Aircraft, available on a first-come basis and after having complied with all Rules And Regulations Of Golden Eagle Aviators Inc. and after having provided Manager with proof of currency, including any needed type training, at hourly rates defined in the Golden Eagle Aviators Inc. Rules and Regulations attached herein based on the Hobbs Meter, if the time so requested has not been reserved by other stakeholders of Golden Eagle Aviators Inc., and

E. WHEREAS: Buyer desires to purchase one block of 1,000 shares of Golden Eagle Aviators Inc. stock from Seller;

NOW, THEREFORE, the undersigned parties mutually agree and covenant, for the consideration hereafter set forth and for other good and valuable consideration, as follows:

1. Upon purchase of the aircraft, Owner shall have free and clear title to said aircraft in section A described above; subject only to a lien evidenced by the stock in Golden Eagle Aviators Inc. and to financing until initial buyers/stakeholders are in place.

2. Seller hereby sells to Buyer, and Buyer hereby purchases from Seller one block of 1,000 shares of Golden Eagle Aviators Inc. stock for the sum of \$ 47,000.00 for each 1,000 shares, for a total of \$47,000.00.

3. Upon payment of said \$ 47,000.00 in full, Seller shall release to Buyer one block of 1,000 stock share issued by Golden Eagle Aviators Inc.

4. The first 1,000 shares of Golden Eagle Aviators Inc. stock, evidenced by stock certificate # _____, shall entitle Buyer to use said aircraft in section A described above, owned by Golden Eagle Aviators Inc., on a first-come basis.

5. In addition to the amount paid to purchase the one block of 1,000 shares of Golden Eagle Aviators Inc. stock, Buyer shall pay, no later than January 31st of each year, a maintenance fee of \$ 3,900.00 for each block of 1,000 shares or such other annual fee as may be determined by a majority of the stakeholders of Golden Eagle Aviators Inc., plus an hourly user fee as described in the Golden Eagle Aviators Inc. Rules and Regulation, and other assessments as determined by a majority of the stakeholders. Rules and Regulations attached herein based on the Hobbs Meter, or such other hourly user fee as may be determined by a majority of the stakeholders of Golden Eagle Aviators Inc., which fees shall be used for the licensing, registration, maintenance, repairs, insurance, hanger fees, and other aircraft related expenses.

6. Said money shall be paid to the Manager, which shall hold all sums paid in a central corporate account and shall only authorize disbursement for the purposes above stated.

7. The Manager shall, pursuant to the agreement between it and Golden Eagle Aviators Inc., act as the management company for the Aircraft and shall schedule the costs of maintenance, repairs, insurance, hanger, licensing, registration, etc., of the Aircraft. Should the Manager cease, for any reason whatsoever, to act as Manager for the aircraft, the Manager shall transfer to the succeeding Manager and/or Golden Eagle Aviators Inc., all monies in its corporate account held for the benefit of Golden Eagle Aviators Inc.

8. Buyer shall obey all rules and regulations approved by the officers of Golden Eagle Aviators Inc., as now existing, or as may be established and approved by a majority of the stakeholders of Golden Eagle Aviators Inc. Buyer further agrees that the violation of any such rules and regulations may result in the cancellation or termination of the rights of Buyer to use the aircraft above described.

9. The amounts required to be paid by Buyer, pursuant to this contract, shall be paid as follows:

Purchase Amount	\$47,000.00
First Year Maintenance Fee	\$Included
Share of annual maint fee	\$0.00
TOTAL	\$47,000.00
Amount Paid	\$47,000.00
BALANCE DUE	\$0.00

The BALANCE set forth above shall be paid on or before the ____ day of _____, 2024.

10. Buyer acknowledges that the purchase of shares of Golden Eagle Aviators Inc. stock is made, not for the purpose of an investment or to make a profit; but rather for the sole purpose of obtaining access to and use of said aircraft in section A described above Golden Eagle Aviators Aircraft.

I/WE agree that any controversy or claim arising out of or relating to this agreement or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

DATED this ___ day of _____, 2024.

OWNER

Golden Eagle Aviators Inc.

By: _____
Its: Secretary/Treasurer

BUYER

New stakeholder name

Buyer Signature

MANAGER

By: _____
Its: Manager

Birthdate Age

UT

SELLER

Drivers License # State

Seller's Signature

Total Hours: _____

Any Losses or FAA Actions: Y / N

Any alcohol or drug-related
charges on either your Pilot's Y / N
or Driver's License?

Print Seller's Name

(Explain fully on a separate paper.)

PURCHASE PROPOSAL

I hereby offer to purchase one block of 1,000 shares interest in Golden Eagle Aviators Inc. for the sum of \$47,000.00 each, for a total of \$47,000.00, excluding tax and including maintenance fees for 2024.

I tender with this proposal the sum of \$47,000.00 , as () purchase price in full or
(X) partial payment for the above interest.

I understand that my purchase funds will be used to release one block of 1,000 shares of stock of Golden Eagle Aviators Inc., detailed in its Rules and Regulations herein attached. I understand that by purchasing said stock, I am acquiring an interest in Golden Eagle Aviators Inc., which shall purchase, or which owns the aircraft in question, based upon shares of said corporation, and that my interest in Golden Eagle Aviators Inc. will allow me to fly and use said aircraft in accordance with the Rules and Regulations of Golden Eagle Aviators Inc.

I understand that there will be an annual maintenance fee, an hourly use fee, and possible assessments as detailed in the Rules and Regulations of Golden Eagle Aviators Inc., or such other annual, periodic, and hourly fee as may be determined by the majority of the stakeholders and approved by the Board of Directors of Golden Eagle Aviators Inc. to provide for the payment of insurance, storage, registration, licensing and maintenance of the aircraft and other related costs of operating Golden Eagle Aviators Inc. and aircraft owned by Golden Eagle Aviators Inc. If the annual maintenance and hourly fees are insufficient to pay the necessary expenses for a given year, an additional assessment will be made to each stakeholder. I agree that all maintenance fees will be due by January 31st of each year, and hourly user fees for each Hobbs Meter hour I use the aircraft owned by Golden Eagle Aviators Inc. will be due within five (5) days of receipt of the monthly bill.

I HAVE READ AND AGREE TO THE RULES AND REGULATIONS FOR THE AIRCRAFT, FURTHERMORE, I AGREE THAT ANY VIOLATION OF THESE RULES AND REGULATIONS WILL RESULT IN THE REVOCATION OF MY RIGHT TO USE THE AIRCRAFT ABOVE DESCRIBED AND POSSIBLE TERMINATION OF MY INTEREST IN GOLDEN EAGLE AVIATORS INC.

I shall use said aircraft at my own risk, and hold Golden Eagle Aviators Inc., as well as the other stakeholders and Board of Directors harmless for any injury or damage that might occur while I am using and/or flying the aircraft in question.

I agree that any controversy or claim arising out of or relating to this agreement or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

DATED this ___ day of _____, 2024.

STAKEHOLDER'S SIGNATURE _____

STAKEHOLDER'S NAME _____ PHONE # _____

ADDRESS _____ CITY _____ STATE Utah ZIP _____

License Number _____ Business Phone _____

Purchase Amount	\$ 47,000.00	
Maintenance Fee	\$ included	
T O T A L	\$ 47,000.00	
Amount Paid	\$ 47,000.00	
BALANCE DUE	\$ 0.00	Date Due _____

Golden Eagle Aviators Inc. _____ Authorized Signature

PERSONAL INFORMATION & CHECK LIST

NAME: _____
First Middle Initial Last

ADDRESS: _____

CITY/ST/ZIP: _____
City State Zip

PHONE: Home/Evening: _____

Bus/Day _____

Cell/Other _____

LICENSES: Pilot's # _____

Driver's # _____ State Utah

EXPERIENCE: Total Hours: _____ Years: _____

Ratings: _____

Have you ever had an aircraft accident? YES / NO

Have you, within the last three (3) years, had your pilot's license revoked or suspended or any formal action taken by the FAA for any reason? YES / NO

Have you, within the last three (3) years, had your Driver's License revoked or suspended or any civil action taken that was alcohol or drug related? YES / NO

Explain any YES answer fully on another page.

FILE RECORD: Contract: Original on file: YES / NO
Copy to Stakeholder: YES / NO
Stock certificate issued: Number: _____ YES / NO
Door/lock keys issued - Two (2): YES / NO
Copy of Pilot's License on file: YES / NO
Copy of Driver's License on file: YES / NO
Copy of one (1) hour check ride in N69MB on file: YES / NO
Copy of current FAA Medical on file: YES / NO
Copy of current Biennial Flight Review on file: YES / NO

TOPICS TO DISCUSS - Buyer

- 1) Stepped Flight Fees
- 2) Currency Requirements on File
- 3) Any D.U.I.s or F.A.A. Actions
- 4) No Cash Reserves On-Hand
- 5) Engine Reserve
- 6) Propeller Replacement
- 7) Special Assessments
- 8) Current Financial Position
- 9) Not Considered an Investment Stock
- 10) Three Reservation Limit
- 11) Overnight Reservation Limits
- 12) Discuss Selling Methods
- 13) Buying Stock in Golden Eagle Aviators Inc., not title to aircraft
- 14) Stakeholder Meetings and Voting
- 15) Quarterly Billing – Maintenance Fee
- 16) Explain Airport Pass
- 17) One Hour Minimum CFI check-ride sign-off

BUYER ISSUES

Copy To File:

- 1) Pilot's Certificate
- 2) Medical Certificate
- 3) BFR
- 4) One Hour check-ride
- 5) Driver's License

To Buyer:

- 1) Copy of Completed Purchase Agreement
- 2) Stock Certificate
- 3) Aircraft Keys (2)

SELLER ISSUES

- 1) Seller - Sign Purchase Agreement
- 2) Return Aircraft Keys
- 3) Return Airport Pass
- 4) Return Stock Certificate
- 5) Prorate Current Fiscal Year Maintenance Fee
- 6) Resolve All Unpaid Invoices
- 7) Issue Check to Seller for Purchase

MANAGER ISSUES

- 1) Buyer Orientation
- 2) Complete Seller Issues
- 3) Return Airport Pass
- 4) Complete Forms for Issuing Buyer Airport Pass
- 5) Copy And Deposit Purchase Funds
- 6) Distribute Purchase Funds
- 7) Remove Seller Files
- 8) Create Buyer Files