

## PARTNERSHIP AGREEMENT

### Grob Astir CS Sailplane -- NXXXXXX

- 1) This is a partnership agreement among Owner 1, Owner 2, and Owner 3. The agreement goes into effect when signed by all three parties ("the partners"). By their signatures, the partners declare that they are each owner of one-third interest in the above listed aircraft ("the sailplane") and its accompanying trailer and parachute.
- 2) If any partner should decide to sell his share of the sailplane, the remaining partners, jointly, shall have the right of "first refusal". If they should decide not to exercise that right, and the selling partner should seek an outside buyer, each of the other partners shall have the right to veto the selection of any such prospective purchaser.
- 3) In the event that the partners wish to sell the sailplane and thus terminate the partnership, they must agree on an offering price and a minimum acceptable selling price. If an agreement cannot be reached, then two appraisals must be obtained. The higher price will be used as the offering price and the average of the two appraisals will be used as the minimum selling price. Any offer that falls within these two levels will automatically be accepted and the sale completed.
- 4) In the event of the death of one of the partners, the others agree to purchase his proportional share of the ownership of the sailplane from his estate. If the remaining partners and the decedent's executors cannot agree on a purchase price, two written appraisals shall be obtained and the price shall be the average of the two.
- 5) The partners must agree before any other person is permitted to fly the sailplane. Prior to flying the sailplane, this non-partner must be named as a pilot on the sailplane insurance policy, and meet all requirements specified by the insurance carrier. In addition, one partner must be designated in writing prior to flight as the "sponsoring partner". The "sponsoring partner" will be responsible for filing insurance claims and ensuring that the sailplane is repaired in the event that any damage occurs as described in article ten of this agreement.
- 6) The sailplane is presently based at the Van Sant airport in Erwinna, Pennsylvania. Any change in the basing location of the sailplane must be agreed to by all partners currently residing in the geographic area.
- 7) Any partner may take the sailplane away from its home base for a many as 14 consecutive days during any calendar year so long as he gives the other partners at least 30 days notice of his intention to do so. Removing the sailplane for a longer period of time requires the agreement of all affected partners.

- 8) The partners agree to maintain the sailplane, parachute, and trailer in a fully airworthy and roadworthy condition. The partners agree to share all costs connected with the repair and maintenance of the sailplane, parachute, and trailer. Any improvements to either the sailplane, parachute, or trailer (i.e., adding new equipment or replacing existing equipment with improved equipment) can only be made on a shared-cost basis with the agreement of all three partners. Otherwise, the costs of improvements will be borne by the partner(s) who choose(s) to contribute to them.
- 9) The partners agree to share the costs of annual inspections of the sailplane in accordance with FAA regulations. They also agree to keep the sailplane insured up to its full hull value, and to share equally the costs of insuring the sailplane and trailer against both damage and liability claims.
- 10) In the event of damage to the sailplane and/or trailer, the partners agree that whoever the pilot in command, driver, or partner who designates a driver of the vehicle towing the sailplane and trailer at the time that the damage takes place, shall be liable for paying the part of the cost of repair to the sailplane and/or trailer that is deductible under the insurance policy. In addition, that partner shall be responsible for arranging, on an urgent basis, for all repairs necessary to put the sailplane and/or trailer back into full operating condition as soon as possible. In the event that damage should occur to either the sailplane or trailer when the sailplane is inside the trailer and the trailer is not in transit, the partners shall jointly and equally be responsible for paying that amount not covered under the insurance policy.
- 11) Before any flight in the sailplane, each partner shall assure that he, and any pilot that he may sponsor, is in compliance with existing Federal Aviation Regulations and is qualified by insurance.
- 12) The partners agree to share equally the privilege of flying the sailplane. They are aware that the fact that they are three in number is likely to demand special consideration and courtesy by each to the others so that each will feel that he has reasonable access to the sailplane. With that in mind, they agree to the following provisions regarding access:
  - I. Cross-country flights shall have the first priority, and the partner making a cross-country flight shall not be required to curtail that flight in order to make the sailplane available to another partner. But any partner wishing to make a cross-country flight must make a good faith effort to give the others at least 48 hours notice of his intention of doing so. And he must return the sailplane to its base within 24 hours of the completion of the flight if any other partner requests that he do so. The partners recognize the desirability of scheduling cross-country flights on weekdays rather than weekends whenever possible, and they agree to make all reasonable efforts to do so.

II. In circumstances other than those of a pre-announced cross-country flight, the sailplane will be available on the following basis:

- (a) On weekdays, availability will be on a first-come basis. Any partner wishing to fly on a weekday shall make a reasonable effort to give the other partners advance notice of his intention.
- (b) On weekends, those partners wishing to fly the sailplane will make every effort to assure that each, over the course of time, has equal access to the aircraft.
- (c) In the event that any partner expresses dissatisfaction with such an informal arrangement, the partners agree to establish formal rules governing access.

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Owner 1

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Owner 2

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Owner 3