

LETTER OF INTENT TO PURCHASE AN AIRCRAFT

AIRCRAFT: _____ **S/N:** _____ **Registration:** _____ (the "Aircraft")

_____ ('Buyer') hereby offers to purchase the above referenced Aircraft subject to the following terms and conditions:

1. Purchase Price: The purchase price shall be \$ _____ payable in US dollars at time of closing through the escrow company. The escrow fees shall be split equally 50% - 50% between Buyer and Seller.

2. Deposit: Within two business days of Seller's acceptance of this Letter of Intent (LOI), Buyer shall place a refundable escrow deposit in the amount of \$ _____ USD (the "Deposit") to the following escrow agent: _____ – Oklahoma, City, OK (the "Escrow Agent").

3. Aircraft Purchase Agreement: Within three business days upon the Deposit by the Escrow Agent, the Buyer and Seller shall enter into a mutually agreeable Aircraft Purchase Agreement ("APA") which shall be initially drafted by the Seller and which shall contain the entire terms of the proposed transaction.

4. Inspection: Within five business days, the Buyer shall conduct an inspection of the Aircraft, logbooks, engines and avionics including a test flight of at least one hour (the "Inspection") at _____ (the "Inspection Facility") to determine the Aircraft is in compliance with Paragraph 8 below.

5. Inspection Expenses: Buyer expressly agrees that all expenses of the Inspection or any test flight shall be for Buyer's account and prepaid in advance. The Aircraft shall not be flown, except for delivery, following the Inspection.

6. Acceptance or Rejection: Upon completion of the Inspection, Buyer shall accept or reject the Aircraft, subject to Seller's remediation of any required repairs to deliver the Aircraft in airworthy condition. If accepted, the deposit shall become non refundable subject only to Seller's delivery of the Aircraft in accordance with the APA.

7. Repair Expenses: Seller shall deliver the aircraft in the following condition:

- In an Airworthy condition
- With systems and avionics required for flight functioning normally and current on it's maintenance program
- With all Airworthiness Directives (AD's) accomplished that are due at time of closing
- With logbooks, flight manuals, and other records in owners possession
- Free and clear of all liens or other encumbrances on the aircraft or any of its components
- With a FAA 8050-2 and Warranty Bill of Sale conveying clear title to the Aircraft

8. Closing preparation: Within three business days subsequent to Seller's completion of any required repairs and prior to the Delivery Flight to Buyer, the Buyer shall wire transfer the balance of the required purchase price to the escrow company pending the delivery flight by the seller.

9. Delivery Flight: Upon completion of all requirements of the APA, the Seller shall fly the Aircraft to the Buyer's delivery location at the Buyer's expense. The Buyer may be on board this flight.

10. Closing: Upon successful delivery of the Aircraft to the Buyer's location without any hard landing or other damage incident, the Buyer shall accept delivery of the Aircraft is AS-IS and WHERE IS condition and immediately release the entire purchase price, escrow fees other expenses due to the Seller. The escrow company shall simultaneously file all required documentation to transfer clear title to the Aircraft to the benefit of the Buyer.

This Letter of Intent, the APA and all negotiations shall remain confidential.

SELLER:

BUYER:

(Signature)
Title: _____
Date: _____

(Signature)
Title: _____
Date: _____