

AIRCRAFT OFFER TO PURCHASE

AIRCRAFT: _____ **Serial Number** _____ **(the Aircraft”)**

_____ and/or it’s assigns (“Buyer”) hereby offers to purchase the Aircraft from the Seller subject to the following terms and conditions:

1. **Purchase Price:** The purchase price shall be \$_____ USD payable via wire transfer to _____ – Oklahoma City, OK (the “Escrow”). The Escrow shall act as a neutral 3rd party with all funds and title transferring through the Escrow. Buyer and Seller shall share escrow fees equally 50%-50%.

2. **Deposit:** Upon the Seller’s written acceptance of this Offer to Purchase, Buyer shall wire transfer a deposit in the amount of \$_____ USD (the “Deposit”) to the Escrow to be held pending the delivery and closing. Jurisdiction for the Deposit prior to the closing shall be in Oklahoma.

3. **Aircraft Inspection:** This offer is subject to the Buyer’s satisfaction with a technical pre-purchase inspection (the “Inspection”) of the Aircraft at _____ (the “Inspection Facility”). The Inspection shall commence within seven (7) business days (subject to Inspection Facility availability) after ratification of a mutually agreeable Aircraft Purchase Agreement containing the terms herein. The Inspection is to determine that the Aircraft is in the Delivery Condition listed below. The Inspection may continue for up to ten (10) business days and include inspection of the Aircraft, nondestructive testing, inspection of engines, inspection of logbooks & records, ground systems checks, engine power runs, non-pressurized fuel leak checks and a test flight of up to 90 minutes. All direct costs of aircraft movement, Inspection and any test flight cost shall be at the expense of the Buyer.

4. **Acceptance:** Upon completion of the Inspection, the Buyer shall either ACCEPT or REJECT the Aircraft. In the event that the Buyer ACCEPTS the Aircraft, the deposit shall become nonrefundable subject to Seller’s delivery of the Aircraft in the Delivery Condition. If the Buyer REJECTS the Aircraft, the Deposit shall be returned to the Buyer after payment for any movement, Inspection or test flight expenses due under this Agreement or the APA.

5. **Delivery Condition:** The Aircraft shall be delivered as follows (the “Delivery Condition”):

- (1) In an airworthy condition current on its maintenance program according to U.S. FAA Part 91
- (2) Without corrosion beyond manufacturers allowable limits
- (3) Without any undisclosed damage or damage history
- (4) With all airworthy required systems installed on the Aircraft functioning normally
- (5) With all calendar and hourly inspections current through the date of Delivery
- (6) With airframe and engine log books, records, manuals pertaining to the Aircraft
- (7) With all loose equipment and engine covers in the Seller’s possession
- (8) With all FAA Airworthiness Directives complied with
- (9) With remaining vendor warranties transferable to the Buyer, to the extent transferable
- (10) With clear title including a Warranty Bill of Sale and executed FAA Form 8050-2
- (11) Delivered free & clear of liens or encumbrances on the Aircraft or its engines.

6. **Aircraft Purchase Agreement:** Buyer and Seller agree to execute a mutually agreeable Aircraft Purchase Agreement (“APA”) to be provided by the Seller and containing the same terms herein within seven (7) business days from the acceptance of this Offer to Purchase and prior to the Inspection or this Offer to Purchase and all rights created therein shall expire and the Deposit returned.

7. **Closing:** The Aircraft’s payment and delivery (the “Closing”) shall occur within five (5) business days upon the Aircraft’s “Return to Service” and in the Delivery Condition. Prior to the Closing, the Buyer shall transfer to Escrow: A) the balance of the Purchase Price; B) the Commission; and C) ½ of the Escrow fees and D) delivery movement cost (if any). The Escrow shall hold all funds, title, Bill of Sale and closing documents. Upon all funds in place and the Aircraft in the Delivery Condition, the closing shall occur within three (3) business days following the “Return to Service” of the Aircraft in the Delivery Condition. The Aircraft shall be flown from the Inspection Facility to the Buyer’s choice of tax-friendly delivery location at the Buyers expense. The risk of loss shall transfer at the Closing.

AGREED AND ACCEPTED

BUYER:

SELLER:

By: _____

By: _____

Title:

Title:

Date:

Date: