

AIRCRAFT PURCHASE OFFER

_____ SN _____ **REGISTRATION:** _____ (the "Aircraft")

_____ and/or it's assigns ("Buyer") hereby offers to purchase the Aircraft Seller subject to the following terms and conditions:

1. Purchase Price: The purchase price shall be \$ _____ USD payable via wire transfer to _____ Escrow Company – Oklahoma City, OK (the "Escrow Company").

2. Deposit and Escrow: Upon Seller's written acceptance of this Offer to Purchase, Buyer shall wire transfer a refundable deposit in the amount of \$ _____ USD (the "Deposit") to _____ Escrow Company - Oklahoma City, OK – USA ("Escrow Agent"). Buyer and Seller shall share escrow fees equally 50%-50%.

3. Aircraft Inspection: This offer is subject to Buyer's sole satisfaction with a pre-purchase inspection of the Aircraft, engines, logbooks, records and may include but is not limited to: engine power / temperature runs, systems operational checks, a test flight of up to 60 minutes (the "Inspection") at _____ or other mutually agreeable inspection facility. The cost of the Inspection and any test flight shall be for the Buyer. The Seller shall make all maintenance records available to the Buyer.

4. Aircraft Acceptance: Upon completion of the Inspection, the Buyer shall either accept or reject the Aircraft in writing within two (2) business days. If the Aircraft is accepted, the Buyer and Seller shall prepare for closing subject to Sellers delivery in the Aircraft Condition below. If the Aircraft is rejected, Buyer shall be entitled to return of the escrow deposit after payment for any outstanding Inspection or test flight costs.

5. Delivery Condition: The Deposit shall remain refundable and the Buyer shall not be required to close the transaction until the Aircraft is in a condition ready for delivery to the Buyer as follows (the "Delivery Condition"):

- (1) In an airworthy condition (all airworthy related systems functioning normally)
- (2) Current on its factory recommended maintenance program without extensions or deferrals
- (3) Complete logbooks and records
- (4) Free & clear of liens on the Aircraft or its engines.
- (5) With a Warranty Bill of Sale and an executed FAA Form 8050-2 Bill of Sale
- (6) With no loaner parts
- (7) _____
- (8) _____

5. Closing: Upon the Aircraft's "Return to Service" and in the Delivery Condition (as stated in Section 5 above, the Buyer shall transfer the balance of the Purchase Price to the Escrow Agent. The Aircraft shall be delivered free and clear of any liens or encumbrances on the Aircraft or engines (the "Delivery"). The final payment and Closing shall occur at _____. The costs of movement for delivery shall be for the Buyer and payable at closing.

6. Aircraft Purchase Agreement: This Offer shall be super-ceded by a mutually agreeable Aircraft Purchase Agreement ("APA") to be drafted within seven (7) business days. This agreement and all negotiations shall remain confidential.

BUYER:

SELLER:

By:

By:

Title:

Title:

Date:

Date: