

Offer to Purchase

January , 2020

 (SELLER)

 (PURCHASER)

Offer to Purchase **( YEAR, MAKE, MODEL )** s/n and registration number N together with two engines bearing serial numbers and and all avionics, instruments, components, APU, and accessories installed thereon *(Aircraft)*.

 (PURCHASER) offers to purchase the above referenced Aircraft subject to the following terms and conditions:

1. Total purchase price is **(PRICE)** U.S. Dollars ($\_\_\_,\_\_\_\_\_,000.00).

2. Upon acceptance of this offer by both parties, Purchaser will transfer $\_\_\_0,000.00 to (**TITLE COMPANY NAME)**, **(CITY, ST)**. These funds will be held in escrow as a fully refundable deposit, and pursuant to the terms of this offer. Escrow fees will be shared equally by the Purchaser and Seller.

3. The Aircraft will be delivered with all logs and records in Sellers possession, all systems in an airworthy and normal operational condition, with a current Certificate of Airworthiness, all calendar and hourly inspections accomplished and current, all Airworthiness Directives and Mandatory Service Bulletins complied with, and the engine maintenance programs fully paid and transferable. Aircraft is understood to have no major damage history and complete and continuous records since new.

4. At closing the title shall be free and clear of all liens and encumbrances.

5. Purchaser will have an opportunity for a visual inspection of the Aircraft at Airport in . Purchaser will then be authorized to perform a pre-purchase inspection at its expense at . Inspection criteria shall consist of a survey inspection, engine borescopes, and verification of specifications, history, and maintenance status of the Aircraft. Purchaser will be provided an opportunity for a test flight with Seller's flight crew of up to one-hour duration. The cost to move the Aircraft to the inspection facility and the cost of the test flight shall be paid by the Purchaser shall be limited to the cost of fuel, the engine and APU program hourly rates, and flight crew day and travel expenses. Purchaser will be responsible for the cost of the inspections; Seller will be responsible for correcting all discrepancies affecting airworthiness and for assuring all systems are in normal working order. Acceptance or rejection of the Aircraft is at the sole discretion of the Purchaser, and will occur within two days of completion of the inspection. If the aircraft is accepted in writing then the deposit will become non-refundable and payable to the Seller at closing or upon Purchasers default, to be wired from Insured Aircraft Title Service, Inc per the Sellers instructions; if rejected then the deposit will be returned to the Purchaser less an amount equal to the actual cost to return the Aircraft to its home base, to be wired from Insured Aircraft Title Service, Inc per the Purchasers instructions, the Aircraft will be returned to its condition as delivered to the inspection facility, and neither party will have any further obligation to the other.

6. After a satisfactory pre-purchase inspection has been accomplished and paragraph 3 and 4 above have been complied with, and placement of the Bill of Sale, Deregistration, and Lien Releases in escrow, full payment for the aircraft will be transferred through escrow for closing. Closing shall occur within five days of acceptance and compliance with all terms of this agreement. Closing documents and the full purchase price shall be held by Title Service in Oklahoma City, OK. Upon approval from both Purchaser and Seller the title company shall simultaneously wire transfer the purchase price per the Seller’s instructions and file the closing documents with the FAA.

7. Except for terms listed above, the offer for the aircraft is in an "as is" condition.

8. This offer and the obligations of Purchaser and Seller herein shall be subject to the execution of a mutually acceptable purchase and sale agreement by both parties on or before

 , 2020.

9. If this offer is acceptable please sign below and return. This Offer shall remain in effect until 5:00 pm EST , 2020 after which time if not accepted it shall expire, having no further force or effect.

**PURCHASER: SELLER:**

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By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name and Title Name and Title

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_