

[BUYER LETTERHEADING]

[REDACTED] Date

[Addressee]

Dear Sirs,

OFFER TO PURCHASE: SUBJECT TO CONTRACT

AIRCRAFT [REDACTED]

SERIAL NUMBER [REDACTED]

[REDACTED] hereby offers to purchase the above aircraft (the 'Aircraft'), based on data supplied to date and to the following:

1. Contractual Buyer is [REDACTED], or an assignee or its designee. Seller is the current recorded owner of the Aircraft.
2. Purchase price offered for the Aircraft is [REDACTED] In Words] United States Dollars (US\$ [REDACTED] in numbers) net cash upon completion, *subject to contract* and to definitive Purchase Agreement. Buyer is in principle able and willing to proceed promptly to execution of such Purchase Agreement following acceptance of this Offer.
3. Delivery of Aircraft de-registered from the [nationality register] register complete with Certificate of Airworthiness for Export to [REDACTED], with transfer of clear title, free and clear of all liens and encumbrances, including related engines and components, and with all log books and associated records 100% back to birth (in English), operating and maintenance manuals to current revision, onboard equipment, etc., in Seller's possession complete.
4. Aircraft delivered as represented and with all systems functioning in accordance with the manufacturers specifications, required current maintenance performed, all Airworthiness Directives and mandatory/recommended Service Bulletins complied with, at Seller's sole risk and expense. Aircraft shall be fully paid up on respective airframe and engine programmes as referenced in attached specification (if any), same to fully transferable to Buyer. It is understood that the Aircraft has no damage history, has no non-factory-approved repairs incorporated, no [non-FAA/EASA]-approved modifications installed, and no PMA primary parts installed.
5. Upon acceptance of this Offer by Seller, Buyer shall immediately make arrangements to deposit in good faith the sum of US\$ [REDACTED] (the "Deposit") with an agreed bonded Oklahoma City escrow agent, namely [REDACTED], (hereinafter 'Escrow Agent'). Upon confirmation that the Deposit has been received by the Escrow Agent, Seller shall remove the Aircraft from market pending physical pre-buy inspection by Buyer (per para. 6 hereof) provided that Seller will not be required to discontinue any advertisements or similar notices (including in newspapers, magazines and/or the internet) that have already been arranged. A Purchase Agreement shall be executed by the parties hereto within fourteen (14) days of receipt by the Escrow Agent of such Deposit. The aforementioned Deposit is to remain fully refundable to us at our sole instruction and bear interest, if any, for our account until the Aircraft condition is verified to Buyer's satisfaction at such pre-buy inspection.

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Once Buyer is satisfied with Aircraft condition, the Deposit shall become non-refundable, subject to Seller delivery of the Aircraft in accordance with the terms and conditions of an executed Purchase Agreement. In the event that no such Purchase Agreement is executed as provided for above, any agreement between the parties related to the subject aircraft shall be null and void and the parties shall have no obligation or recourse to each other and the Deposit shall be refunded to the remitter in full.

6. Prior to delivery, Buyer shall have the right to complete a physical inspection of Aircraft and engine maintenance history and component records to Buyer's satisfaction, at a facility of Buyer's choice (reasonably acceptable to Seller) and at Buyer's sole cost. Buyer shall have the further right to complete a physical acceptance check including full systems check, boroscope inspections of engines, and test flight (of no more than two hours' duration) also at Buyer's sole expense. Seller shall have the option to correct all discrepancies discovered as a result of these inspections at no cost to Buyer, however may withdraw from a transaction in the event that costs to Seller for such rectification exceed **US\$50,000**. Buyer may withdraw from transaction in event that Aircraft is either deemed unacceptable at inspection or should required rectification exceed **US\$ 50,000** and not be met in full by Seller.
7. Closing will occur as soon as possible and in any event within fourteen (14) days of the later of completion of the inspections referenced in (6) above and correction of discrepancies (if any). At closing, the Aircraft shall be delivered in a tax-neutral jurisdiction mutually agreeable to Buyer and Seller in which no Federal or State Sales Tax applies to the transaction contemplated hereby. Seller shall be responsible for costs of ferrying Aircraft from place of storage or maintenance to place of delivery.
8. This offer is made *subject to contract* as defined in English law and is valid for acceptance until close of business 1800 hours UTC _____ **[Date]**. The terms hereof shall not be binding on either party and shall be subject to the execution of a definitive Purchase Agreement by the parties on or before [_____ **Date]**. Either party may withdraw from the transaction contemplated hereby, without reason or recourse, at any time prior to execution of said Purchase Agreement.

It is understood that time is of the essence in this matter, and we confirm that we are prepared to proceed immediately and with a view to completion at the earliest mutually convenient date. This is a cash purchase and not conditional on any financing, trade-in or prior sale/disposal.

Yours faithfully,

By _____

Its _____

Via e-mail