



OFFER TO PURCHASE

From:

To: Western Aviation, Inc.

Re: Aircraft Description Serial No. \_\_\_\_\_ Registration # \_\_\_\_\_

This Aircraft Offer to Purchase is made and entered into on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between \_\_\_\_\_ (buyer) and Western Aviation, Inc. (seller)

1. **Purchase Price:** The purchase price shall be \$ \_\_\_\_\_ USD
2. **DEPOSIT:** Upon ratification of this offer, Purchaser shall make an immediate refundable escrow deposit in the amount of \$ \_\_\_\_\_ USD to \_\_\_\_\_ (“Escrow Agent”). Deposit shall become non refundable after satisfactory visual inspection and a letter of acceptance is then signed. This initial letter of acceptance is to be signed within 24 hours of the visual inspection. This letter of acceptance may be contingent on the pre-purchase inspection being completed and the seller agreeing to the terms of the inspection (see item No. 4 Inspection). Purchaser and seller shall share equally any escrow fees incurred.
3. **Capable Buyer:** Purchaser represents that they are legally and financially capable of entering into this agreement and understand that upon acceptance of this offer, the aircraft will be removed from the market on their behalf. As such, the deposit paid is dependent as much on both parties being accurate in their abilities to buy and sell (as applicable) this aircraft.
4. **Inspection:** This offer is subject to “purchaser’s” satisfaction with the Pre-Purchase inspection of the “Aircraft”, Aircraft and Engine Logbooks, Airframe, Engines, and Avionics including a test flight of at least 30 minutes, to be commenced within 3 days of this document being executed (unless otherwise mutually agreed) at a mutually agreed upon facility to determine the “aircraft” is in compliance with Paragraph 5 below. Seller shall repair airworthy items only. Prior to rectification of any discrepancies found during the Pre-purchase inspection as outlined below, “Purchaser” shall provide a final acceptance or reject the aircraft in writing within 24 hours days following completion of the Pre-purchase inspection per Service Manual. Pre-Purchase inspection shall be conducted at a mutually agreeable facility. If the seller agrees to repair airworthy items at a certified FAA repair station within 10 days of completion of the pre-purchase inspection, or agrees to a mutually agreeable price reduction for the repairs, the only reason the aircraft can be rejected is for misrepresentation of the aircraft regarding undisclosed damage history or undisclosed inaccurate log books. Within 24 hours of completion of the inspection and repairs or monetary price adjustment, purchaser shall sign a” letter of acceptance and delivery” and proceed to funding as per paragraph No. 8 of this agreement.
5. This document serves as the sales contract, however if required by either party, the parties may agree to execute an Aircraft Sales Agreement incorporating these terms.
6. **Expenses:** “Purchaser” agrees that all costs of the Pre-purchase inspection shall be for “purchaser’s” account and that they may be deducted from the deposit in place with the “escrow agent”. The “Aircraft” shall not be flown, except for delivery, following the inspection.
7. **Condition:** Aircraft shall be delivered at the “sellers” expense.
  - a) with all systems and avionics functioning normally and with an FAA Airworthiness Certificate
  - b) Current on maintenance program with no deferrals or extensions
  - c) With All AD’s and All SB’s accomplished.
  - d) With all records, logbooks, flight manuals, and accessories in owners possession.
  - e) Free and Clear of all Liens or other encumbrances.

8. **Delivery & Closing:** Final payment and delivery for the “Aircraft” shall occur simultaneously at \_\_\_\_\_ USA within 2 days following “Sellers” compliance with Paragraph 5 above through the “Escrow Agent”. Prior to delivery, “Seller” shall execute and place an FAA Bill of Sale with the “Escrow Agent”. This contract and all negotiations shall remain strictly confidential.
9. **Compliance with Cape Town Treaty.** If applicable, Buyer and Seller agree to timely register, and to cause their lenders and/or lessees, if any, to timely register, as users of the International Registry established pursuant to the Cape Town Convention on International Interests in Mobile Equipment and the Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment (collectively the “Cape Town Treaty”) and to make, or cause to be made, all filings and consents to filings required to perfect Buyer’s ownership interest, and the lienhold interest of Buyer’s lender, in the Aircraft pursuant to the Cape Town Treaty, concurrent with the Closing.
10. **Jurisdiction:** This Agreement is subject to and will be interpreted in accordance with the laws of the United States of America, Harris County, Houston, TX.

11. **Signatures:**

\_\_\_\_\_ (buyer)

Western Aviation, Inc. (seller)

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

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

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