



Date: _____

Ref. JCS-LOI-S _____

LETTER OF INTENT · JET CREW SERVICES TO SELLER

Letter of Intent to Purchase Aircraft

To (Seller)

Company _____

Attention _____

Address _____

Email / phone _____

From (Purchaser)

Company _____

Jet Crew Services LLC, on behalf of itself and/or its nominated purchaser

Nominated purchaser _____

Signatory _____

Email / phone _____

Re: Offer to purchase one (1) _____ aircraft, manufacturer's serial number _____, for US\$_____.

Dear Sirs,

Jet Crew Services LLC ("JCS"), a Wyoming limited liability company, on behalf of itself and/or its nominated purchaser (together, the "Purchaser"), offers to purchase the Aircraft described below from _____ (the "Seller") on the following terms.

1 AIRCRAFT

Manufacturer _____

Model _____

Year of manufacture _____

Serial number (MSN) _____

Registration _____

Engines _____

JCS inventory no. _____

The Aircraft includes its engines, APU, avionics, installed and loose equipment, and all logbooks, manuals and maintenance records (together, the "Aircraft"). Any serial number or registration not stated above will be disclosed on acceptance of this Letter of Intent and stated in the Aircraft Purchase Agreement.

2 PURCHASE PRICE

The purchase price is US\$ _____
(_____ United States Dollars), payable in cleared funds through the Escrow Agent at Closing, less the Deposit.

3 DEPOSIT

Within _____ business days of the Seller's acceptance of this Letter of Intent, the Purchaser will wire a refundable deposit of US\$ _____ (the "Deposit") to AEROtitle, 1200 Metropolitan Ave., Oklahoma City, OK 73108, USA, Attention: Ms. Adele Rihard, or another escrow agent agreed in writing (the "Escrow Agent"). The Deposit is held in escrow, is fully refundable until the Purchaser's written technical acceptance of the Aircraft, and is applied to the purchase price at Closing. The Purchaser will confirm the wire instructions by telephone directly with the Escrow Agent before sending funds. Escrow fees are shared equally by the Purchaser and the Seller.

4 AIRCRAFT PURCHASE AGREEMENT

The parties will negotiate in good faith and sign a definitive Aircraft Purchase Agreement within _____ business days of the Seller's acceptance of this Letter of Intent. The Aircraft Purchase Agreement will replace this Letter of Intent.

5 PRE-PURCHASE INSPECTION

The Purchaser may carry out a pre-purchase inspection of the Aircraft and its records, at its own cost, at _____, or a manufacturer's factory-owned or authorized service center agreed by the parties. The inspection may include a full records review, a borescope inspection of the engines and APU, and a demonstration flight of up to two (2) hours. The inspection will begin within ten (10) business days of signing the Aircraft Purchase Agreement. The Seller pays for positioning the Aircraft to the inspection facility.

6 ACCEPTANCE OR REJECTION

Within five (5) business days of completing the inspection, the Purchaser will, in writing, either:

- (a) accept the Aircraft as is;
- (b) accept the Aircraft subject to the Seller correcting airworthiness discrepancies at the Seller's cost; or
- (c) reject the Aircraft, in which case the Deposit is returned to the Purchaser in full.

7 DELIVERY CONDITION

At Closing the Aircraft will be delivered:

- in airworthy condition, with all systems functioning normally;
- with a valid Certificate of Airworthiness, or eligible for one in the Purchaser's state of registration;

- with all mandatory Airworthiness Directives and manufacturer's mandatory Service Bulletins complied with;
- with any engine, APU and airframe maintenance programs in good standing and transferred to the Purchaser where transferable;
- with complete, original and continuous logbooks and maintenance records since new;
- with no damage history, unless disclosed in writing before the Aircraft Purchase Agreement is signed; and
- with good and marketable title, free of all liens, claims and encumbrances, including any interests registered on the International Registry.

8 CLOSING AND DELIVERY

Closing will take place within _____ business days of technical acceptance, at a location agreed by the parties. Title and risk pass to the Purchaser at Closing against release of the purchase price by the Escrow Agent. The Seller arranges deregistration from its current registry; the Purchaser arranges its new registration and any import.

9 TAXES AND COSTS

The Purchaser pays any sales, use, import or similar taxes and duties arising from the sale, other than taxes on the Seller's income. Each party pays its own legal and advisory costs.

10 CONDITIONS

This offer is subject to:

- the Purchaser's satisfactory pre-purchase inspection of the Aircraft and its records;
- the Seller providing evidence of its title to the Aircraft and of its authority to sell;
- signature of an Aircraft Purchase Agreement acceptable to both parties; and
- the Aircraft remaining available and unsold at the time of the Seller's acceptance.

11 CONFIDENTIALITY AND NON-CIRCUMVENTION

Each party will keep the terms of this Letter of Intent, and all information about the Aircraft and its owner, confidential, except to its advisers, financiers and the Escrow Agent. The Seller will deal with the Purchaser only through Jet Crew Services LLC and will not approach the Purchaser's principals, financiers or advisers directly, or otherwise circumvent JCS in this or any related transaction.

12 NON-BINDING EFFECT

This Letter of Intent is a statement of intent only and creates no obligation to buy or sell the Aircraft. Only Sections 3 (as to the refund of the Deposit), 11, 12, 13 and 15 are binding. Binding obligations to buy and sell arise only under a signed Aircraft Purchase Agreement.

13 GOVERNING LAW

The binding sections of this Letter of Intent are governed by the laws of the State of Wyoming, USA.

14 EXPIRY AND ACCEPTANCE

This offer lapses if it has not been accepted in writing by 5:00 pm (US Mountain Time) on _____. The Seller accepts it by signing below and returning a copy to Jet Crew Services LLC.

15 COUNTERPARTS AND COPIES

This Letter of Intent may be signed in counterparts. A signed copy delivered by email (PDF) or other electronic means has the same effect as an original.

We look forward to working with you to complete this transaction.

Yours faithfully,

OFFERED FOR THE PURCHASER

Jet Crew Services LLC

Signature _____

Name _____

Title _____

Date _____

Seal _____

ACCEPTED BY THE SELLER

Seller: _____

Signature _____

Name _____

Title _____

Date _____

Seal _____