



MASTER USED AIRCRAFT PURCHASE AGREEMENT, 2012

Template Document prepared jointly by AWG and IATA

Release Date: October 2012

PREPARATORY NOTES

This template document was jointly prepared by AWG – IATA for permissive use by the aviation industry. It is designated as a template document and is intended as a mid-market text which could be used as such or as a framework for efficient negotiations, as the transaction parties deem fit. It may be used by any transaction party, whether or not a member of AWG or IATA.

Neither AWG nor IATA express a view on whether this template document should be used in a particular transaction or on whether the positions reflected in the template are appropriate for any particular transaction parties.

If used, this template document may be amended in any manner deemed appropriate by the transaction parties.

The structure of this template document is that of a master agreement – which is not signed – but rather is incorporated by reference in a particular transaction through an individually executed ‘Purchase Agreement’ which is annexed hereto. It may also be used in connection with the Master Aircraft Lease Assignment, Assumption and Amendment Agreement (2012), a similar AWG – IATA prepared template document.

Transaction parties electing to make use of this template document should consult the User’s Guide and Commentary (2012) prepared in connection herewith.

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MASTER USED AIRCRAFT PURCHASE AGREEMENT, 2012 (“Master Agreement”) applies to used aircraft sale and purchase arrangements contemplated hereby between one party (“**Seller**”) and another party (“**Purchaser**”).

RECITALS

WHEREAS this standardized form has been developed to facilitate the sale and purchase of used aircraft and associated equipment; and

WHEREAS Purchaser and Seller (individually a “**Party**” and collectively the “**Parties**”) wish to use this Master Agreement for specific transactions (“**Purchase Agreements**”) on the terms hereof as modified thereby.

IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

The definitions and rules of interpretation specified in **annex 1** shall apply hereto and to any Purchase Agreement.

2. TERMS OF SALE AND PURCHASE

2.1 Terms of Purchase Agreement

2.1.1 This Master Agreement governs the sale of any used aircraft (the “**Aircraft**”) described in a Purchase Agreement specifically incorporating the terms hereof.

2.1.2 A Purchase Agreement modifies the terms hereof in respect of the Aircraft described therein. Where a Purchase Agreement is executed, this Master Agreement as so modified, together with the Purchase Agreement to which it is incorporated, shall be **(i)** read as a single independent contract applicable to such Aircraft and **(ii)** referred to herein as “**this Agreement**”.

2.1.3 A Purchase Agreement shall take the form of **annex 2**.

2.2 Agreement to Sell and Purchase

2.2.1 Subject to the provisions of this Agreement, Seller agrees to sell the Aircraft to Purchaser, and Purchaser agrees to purchase the Aircraft from Seller, on the Delivery Date, in an “**as is, where is**” condition.

2.2.2 Subject to the provisions of this Agreement, Seller shall pass to Purchaser upon Delivery good title to the Aircraft, free and clear of any Liens other than **(i)** Permitted Liens, and **(ii)** if a Lease is specified in **Part I, point 4** of the **Purchase Agreement**, the Lease.

2.2.3 Risk of loss or destruction of the Aircraft or damage to the Aircraft shall pass from Seller to Purchaser upon Delivery.

2.3 Conditions Precedent

2.3.1 Seller's obligation to sell the Aircraft is conditional on satisfaction of, or discretionary waiver by Seller of, the conditions precedent (the "***Seller Conditions Precedent***") (i) specified in **Part A of annex 3** and (ii) if any, specified in **Part I, point 7A** of the **Purchase Agreement**.

2.3.2 Purchaser agrees to use commercially reasonable efforts to procure the satisfaction of the Seller Conditions Precedent specified in 1-3 of **Part A** of **annex 3** and such other Seller Conditions Precedent specified in **Part I, point 7A** of the **Purchase Agreement** to which this 2.3.2 is expressed to apply.

2.3.3 Purchaser's obligation to purchase the Aircraft is conditional on satisfaction of, or discretionary waiver by Purchaser of, the conditions precedent (the "***Purchaser Conditions Precedent***") (i) specified in **Part B** of **annex 3** and (ii) if any, specified in **Part I, point 7B** of the **Purchase Agreement**.

2.3.4 Seller agrees to use commercially reasonable efforts to procure the satisfaction of the Purchaser Conditions Precedent specified in 1-3 of **Part B** of **annex 3** and such other Purchaser Conditions Precedent specified in **Part I, point 7B** of the **Purchase Agreement** to which this 2.3.4 is expressed to apply.

3. PURCHASE PRICE, DEPOSIT AND TAXES

3.1 Amount of Purchase Price The purchase price for the Aircraft is specified in **Part I, point 8** of the **Purchase Agreement** (the "***Purchase Price***") and shall be paid to the Seller in accordance with the terms hereof.

3.2 Deposit To the extent not already paid to Seller by Purchaser, Purchaser shall pay to Seller a deposit (the "***Deposit***"), if any, in the amount set out in **Part I, point 9** of the **Purchase Agreement**, upon execution of the **Purchase Agreement**.

3.2.2 The Deposit (with or without interest as specified in **Part I, point 10** of the **Purchase Agreement**) shall be refunded promptly by Seller to Purchaser if:

- (i) this Agreement is terminated as described in **10.1(i)**;
- (ii) this Agreement is terminated as described in **10.1(ii)**, but only if the Purchaser is the Terminating Party and it is not in breach of any of its material obligations hereunder; or
- (iii) this Agreement is terminated as described in **10.1(iii)**, but only if the Purchaser is not then in breach of any of its material obligations hereunder.

In all other circumstances the Deposit shall not be refundable.

3.3 Time for Payment; Adjustment to Purchase Price Subject to the provisions of this Agreement, on or before Delivery, Purchaser shall pay or cause to be paid to Seller an amount (the "**Net Purchase Amount**") equal to the Purchase Price of the Aircraft as (i) increased or reduced, as applicable, by the Delivery Adjustments, if specified in **Part I, point 11** of the **Purchase Agreement**, (ii) reduced by any applicable Deposit; and (iii) reduced in accordance with 5.1 if applicable.

3.4 Payments Generally

3.4.1 The Net Purchase Amount and the Deposit shall be paid in Dollars to Seller's Bank Account.

3.4.2 All payments shall be paid in immediately available funds by wire transfer for credited receipt on the due date therefor, if a Business Day, or, if not, the next Business Day.

3.5 Taxes

3.5.1 Seller and Purchaser will co-operate in ensuring that the Delivery Location for the Aircraft and, if applicable, each Engine, shall be in a jurisdiction where no Taxes will be imposed upon any of Seller, Purchaser or the Aircraft arising out of the sale of the Aircraft pursuant to this Agreement. Unless otherwise specified in **Part 1, point 13** of the **Purchase Agreement**, the remaining provisions of this 3.5 shall apply.

3.5.2 All payments to be made by Purchaser under this Agreement shall be made on an After Tax Basis.

3.5.3 Purchaser will indemnify and hold Seller harmless from any and all Taxes and expenses assessed by any Government Entity against Seller in respect of the sale of the Aircraft or any part thereof hereunder or attributable to any payment made by Purchaser pursuant to this Agreement other than:

- (i) any Taxes imposed on the overall income, profits or gains of Seller;
- (ii) any Taxes imposed as a result of Seller's failure to comply with this Agreement, or non-performance in relation to any applicable laws governing Seller's obligations hereunder; and
- (iii) any Taxes arising as a result of the Gross Negligence or willful misconduct of Seller.

4. PRE-DELIVERY INSPECTION

Either 4.1 or 4.2 shall apply, as specified in **Part I, point 14** of the **Purchase Agreement**.

4.1 Inspection (Option A)

Purchaser has inspected the Aircraft and the relevant Aircraft Documents to its satisfaction and is satisfied with the physical condition of the Aircraft.

4.2 Inspection (Option B)

4.2.1 Purchaser, at its cost and expense, shall be entitled to inspect the Aircraft on or before the Delivery Date in order to satisfy itself that the Aircraft meets the Delivery Condition Requirements. Unless otherwise specified in **Part I, point 14** of the **Purchase Agreement**, such inspection (the "**Inspection**") shall be made at a time and place to be notified by Seller, but in any event within 10 days after the date of this Agreement. The Inspection shall include:

- (i) a physical inspection of the relevant Aircraft Documents;
- (ii) a physical inspection of the Aircraft and Parts; and
- (iii) unless otherwise specified in **Part I, point 14** of the **Purchase Agreement**:
 - (a) completion of a full video borescope inspection of (A) the low pressure and high pressure compressors and (B) the turbine area of the Engines and a full video borescope of the APU, with the Party selecting the inspector and bearing the cost of the inspection being as specified in **Part I, point 14** of the **Purchase Agreement**;
 - (b) completion of engine condition runs in accordance with the applicable maintenance manual;
 - (c) inspecting the Aircraft for existence of structural repairs and the conformity of those repairs to the Manufacturer's Structural Repair Manual or Manufacturer's Recommendations, as applicable; and
 - (d) completion of a demonstration flight in accordance with the procedure agreed between Seller and Purchaser (with the Party bearing the cost of the flight, the maximum duration of the flight, the procedure agreed to by Purchaser and Seller for the flight and number of Purchaser's representatives permitted as on board observers being as specified in **Part I, point 14** of the **Purchase Agreement**).

4.2.2 If on completion of the Inspection, Purchaser is not satisfied that the Aircraft meets the Delivery Condition Requirements, Purchaser shall provide prompt notice to Seller in writing thereof, specifying in reasonable detail the items which do not conform to the Delivery Condition Requirements. Upon such provision of notice, 5.1 shall apply.

4.2.3 Purchaser will indemnify and hold harmless Seller, its directors, officers, employees, agents and subcontractors from and against all Claims and Losses arising from death or injury to any representative or any employee of Purchaser in connection with any demonstration flight or inspection of the Aircraft hereunder unless caused by the Gross Negligence or willful misconduct of the Seller.

4.2.4 Seller will indemnify and hold harmless Purchaser, its directors, officers, employees, agents and subcontractors from and against all Claims and Losses arising from death or injury to any representative or any employee of Seller in connection with any demonstration flight or inspection of the Aircraft hereunder unless caused by the Gross Negligence or willful misconduct of the Purchaser.

4.2.5 Unless otherwise specified in **Part I, point 14** of the **Purchase Agreement**, in addition to its rights under 4.2.1, Purchaser or its representatives shall be entitled to a "walk around" inspection of the Aircraft prior to the Delivery Date in order to confirm continued compliance with the Delivery Condition Requirements, and if such compliance is not confirmed 4.2.2 shall apply.

5. NON-COMPLIANCE, DAMAGE OR FAULT OR TOTAL LOSS BEFORE DELIVERY

5.1 Non-compliance with Delivery Condition Requirements; damage or fault before Delivery

If before Delivery the Aircraft suffers damage or a fault in the Aircraft occurs which (in either case) does not constitute a Total Loss or if 4.2 (*Option B*) is selected and discrepancies from the Delivery Condition Requirements are found, then the following provisions shall apply:

- (i) if a Lease is specified in **Part I, point 4** of the **Purchase Agreement**:
 - (a) if the estimated cost of repairs would not exceed the Damage Threshold then Delivery shall proceed, subject to the terms hereof, notwithstanding such damage, fault or discrepancy;

(b) if the estimated cost of repairs would exceed the Damage Threshold then Purchaser may by notice to Seller, to be given within ten (10) Business Days of receipt of the repair estimate, elect to proceed to Delivery, subject to the terms hereof, notwithstanding such damage, fault or discrepancy; or

(c) if neither of the foregoing (a) or (b) apply, then either Party may by notice to the other terminate this Agreement, whereupon this Agreement shall terminate and 10 shall apply;

(ii) if no Lease is specified in **Part 1, point 4** of the **Purchase Agreement**, then:

(a) if the estimated cost of repairs would not exceed the Damage Threshold then Seller may notify Purchaser, to be given within ten (10) Business Days of receipt of the repair estimate, that it intends to repair such damage, fault or discrepancy prior to the Final Delivery Date and if the repairs are completed to the satisfaction of Purchaser prior to the Final Delivery Date then Delivery shall proceed, subject to the terms hereof and any other arrangement then agreed between Seller and Purchaser; or

(b) if (ii)(a) does not apply, and if the Parties so agree, Delivery shall proceed subject to the terms hereof, with the Purchase Price being reduced by the estimated amount of the cost of such repairs as agreed by the Parties or with such other arrangements as agreed by the Parties; or

(c) if neither of the foregoing (a) or (b) apply, then either Party may by notice to the other terminate this Agreement, whereupon this Agreement shall terminate and 10 shall apply.

5.2 Total Loss before Delivery

5.2.1 If before Delivery the Aircraft suffers a Total Loss, then either Party may by notice to the other terminate this Agreement, whereupon this Agreement shall terminate and 10 shall apply.

5.2.2 If before Delivery an event occurs which with the passage of time and/or a relevant determination would constitute a Total Loss of the Aircraft, then either Party may by notice to the other terminate this Agreement, whereupon this Agreement shall terminate and 10 shall apply.

6. DELIVERY

6.1 Delivery

6.1.1 Subject to satisfaction, or discretionary waiver, as relevant, of the Seller Conditions Precedent and the Purchaser Conditions Precedent, and subject to 4 and 5, Seller shall effect the transfer of title to the Aircraft to Purchaser on the Delivery Date by duly executing and delivering the Bill of Sale to Purchaser and Purchaser shall confirm its acceptance of the Aircraft on the Delivery Date by duly executing and delivering the Acceptance Certificate to Seller.

6.1.2 The Acceptance Certificate shall be conclusive evidence (as between Purchaser and Seller) of the matters stated therein.

6.1.3 This clause shall apply unless excluded in **Part I, point 18** of the **Purchase Agreement**. Purchaser acknowledges that, notwithstanding 6.1.1, physical possession of the Aircraft shall remain with Lessee.

6.2 Delivery Date

Seller and Purchaser currently anticipate that Delivery of the Aircraft will take place on the Scheduled Delivery Date and each shall use commercially reasonable efforts to ensure that such Delivery takes place on such Scheduled Delivery Date.

6.3 Delivery Location

Delivery shall occur while the Aircraft is located in one of the following locations (the "**Delivery Location**"):

- (i) the location specified in **Part I, point 20** of the **Purchase Agreement**; or
- (ii) if agreed in writing by the parties, international airspace; or
- (iii) if agreed in writing by the Parties, another jurisdiction, provided that in the case of this paragraph (iii) (a) the Lex Situs Opinion is issued to Seller and Purchaser on or prior to Delivery; and (b) Seller and Purchaser are satisfied that no Taxes will be imposed upon Seller, Purchaser, or the Aircraft, as a result of the transfer of title from Seller to Purchaser while the Aircraft is located in such jurisdiction, other than any Taxes which Seller or Purchaser may agree in writing to bear.

If agreed in writing by the Parties, Delivery may take place with the Airframe and one or more Engines in different Delivery Locations and at different times and dates.

Seller shall give or shall cause Lessee (if applicable) to give the Purchaser written confirmation of the location of the Airframe and each Engine at the time of Delivery.

7. DISCLAIMERS AND WAIVERS

WITHOUT PREJUDICE TO 2.2.2, 2.2.3, 4 AND 5, THE AIRCRAFT IS TO BE SOLD AND PURCHASED HEREUNDER "AS IS, WHERE IS".

SAVE AS EXPRESSLY STATED IN THIS AGREEMENT, PARTIES UNCONDITIONALLY AGREE AS FOLLOWS, IT BEING EMPHASIZED THAT THE FOLLOWING IS FUNDAMENTAL TO THE TERMS OF THIS AGREEMENT:

(i) UPON DELIVERY, PURCHASER SHALL BE DEEMED TO HAVE CONFIRMED THAT IT HAS BEEN GIVEN THE OPPORTUNITY TO INSPECT THE AIRCRAFT, THE AIRCRAFT DOCUMENTS AND, IF APPLICABLE, THE LEASE DOCUMENTS TO ITS FULL SATISFACTION PRIOR TO DELIVERY. PURCHASER ACKNOWLEDGES AND REPRESENTS TO SELLER THAT IT IS RELYING ON ITS OWN INSPECTION AND KNOWLEDGE OF THE AIRCRAFT, THE AIRCRAFT DOCUMENTS AND, IF APPLICABLE, THE LEASE DOCUMENTS AND NOT ON ANY INSPECTION, REPRESENTATION OR LEGAL RESPONSIBILITY ON THE PART OF SELLER. DELIVERY OF THE ACCEPTANCE CERTIFICATE BY PURCHASER TO SELLER WILL BE CONCLUSIVE PROOF AS BETWEEN SELLER AND PURCHASER THAT THE AIRCRAFT, THE AIRCRAFT DOCUMENTS AND, IF APPLICABLE, THE LEASE DOCUMENTS ARE IN EVERY WAY SATISFACTORY TO PURCHASER AND IN COMPLIANCE WITH ALL REQUIREMENTS HEREOF;

(ii) THE AIRCRAFT IS BEING SOLD TO PURCHASER AND ACCEPTED BY PURCHASER HEREUNDER "AS-IS, WHERE-IS," WITH ALL FAULTS. PURCHASER UNCONDITIONALLY ACKNOWLEDGES THAT SELLER HAS NOT MADE ANY PROMISE, GUARANTY, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE DESCRIPTION, AIRWORTHINESS,

SERVICEABILITY, VALUE, CONDITION, DESIGN, COMPLIANCE WITH SPECIFICATIONS, AGE, OPERATION, PERFORMANCE, MERCHANTABILITY, FITNESS FOR USE OR FOR ANY PARTICULAR PURPOSE OF THE AIRCRAFT OR ANY PART THEREOF OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE AIRCRAFT OR ANY PART THEREOF OR AS TO THE CONFORMITY OF THE AIRCRAFT TO THE DESCRIPTION OR CONDITIONS SET FORTH HEREIN OR OTHERWISE PROVIDED TO PURCHASER, OR AS TO THE ADEQUACY OF ANY AIRCRAFT DOCUMENTS, OR AS TO THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE AND WHETHER KNOWN OR UNKNOWN, OR AS TO THE ABSENCE OF ANY INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE AIRCRAFT OR ANY PART THEREOF OR THE AIRCRAFT DOCUMENTS, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED AND EXTINGUISHED; AND

(iii) PURCHASER WAIVES, AS AGAINST SELLER ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND AFFILIATES, ALL RIGHTS, REMEDIES AND DAMAGES, INCLUDING INCIDENTAL AND CONSEQUENTIAL DAMAGES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH REGARD TO THE AIRCRAFT, AND SELLER IN THAT CAPACITY (AND, FOR THE AVOIDANCE OF DOUBT, ITS INSURERS) SHALL HAVE NO LIABILITY THEREFOR.

NOTHING IN 7 SHALL AFFECT THE LEGAL LIABILITY OF SELLER, IF ANY, UNDER LAW ARISING FROM ITS WILLFUL MISCONDUCT OR GROSS NEGLIGENCE PROVIDED THAT NEITHER THE TERMS OF THIS AGREEMENT NOR SELLER'S CAPACITY HEREUNDER SHALL ITSELF EXPAND ANY SUCH LIABILITY.

For the purposes of 7, the term "SELLER" shall have the meaning set out in **Part I, point 22** of the **Purchase Agreement**.

8. MANUFACTURER'S WARRANTIES

Subject to the rights of the Lessee in cases where a Lease is specified in **Part I, point 4** of the **Purchase Agreement**, with effect from Delivery Seller hereby assigns to Purchaser all of Seller's rights, title and interest (to the extent that such assignment is permitted by the terms thereof) in all product warranties and service life policies relating to the Aircraft arising under any agreement between Seller and the Manufacturer, the Engine Manufacturer, and any other supplier, vendor, repairer or servicer. Seller agrees on request by Purchaser to give notice of such assignment to the relevant provider of such warranty or service life policy. Seller shall execute and deliver appropriate instruments (including a Warranty Assignment for each of the Aircraft and Engines) and take such other action as Purchaser may reasonably request and as may be reasonably necessary to secure such rights and protection for Purchaser. Where applicable, the specific agreements that will be subject to a Warranty Assignment will be specified in **Part I, point 23** of the **Purchase Agreement**.

9. INDEMNITIES AND LIABILITY INSURANCE

9.1 Indemnities

Part I, point 24 of the **Purchase Agreement** shall specify the extent, if any, to which either Party shall indemnify the other for operational or other matters in respect of the Aircraft.

9.2 Liability Insurances

9.2.1 Purchaser shall maintain or procure that liability insurance is maintained in respect of the Aircraft with Seller and its affiliates, officers, directors, employees and agents as additional insureds, during the period commencing on the Delivery Date and ending on the earlier of:

- (a)** the second anniversary of the Delivery Date; and

(b) the date of completion of the next major check (“D Check” or equivalent) in respect of the Aircraft.

9.2.2 The amount of cover shall be not less than the amount specified in **Part I, point 25** of the **Purchase Agreement** for each and every loss (but in the aggregate in respect of products and personal injury liability) and such insurances shall be on terms that are standard for airline liability insurance for the time being maintained by prudent airlines in respect of aircraft of the same model and series as the Aircraft engaged in the same operations on the same or similar routes as the Aircraft.

9.2.3 Purchaser shall cause the aircraft hull and hull war insurers to agree not to assert rights of subrogation against Seller and its affiliates, officers, directors, employees and agents without the consent of the relevant person such consent not to be unreasonably withheld or delayed.

9.2.4 On or before the Delivery Date, and promptly following each renewal date, Purchaser shall deliver or procure that there is delivered to Seller a certificate issued by the relevant insurers, in respect of the insurance referred to in 9.2 and an insurance brokers letter of undertaking in form and substance acceptable to Seller, acting reasonably.

10. TERMINATION

10.1 Termination Events

This Agreement shall terminate in the following circumstances:

(i) if notice of termination is given by either Party pursuant to 5, then neither Party shall have any further obligation or liability to the other under this Agreement except as expressly provided in 3.2 and 13.13; or

(ii) if any of the following occur prior to Delivery with respect to either Party:

(a) an Insolvency Event occurs with respect to such Party; or

(b) any other event or circumstance, if any, with respect to that Party which is specified in **Part I, point 26** of the **Purchase Agreement**,

then the other Party (the “**Terminating Party**”) may by notice to that Party (the “**Relevant Party**”) terminate this Agreement, whereupon clause 10.2 shall apply; or

(iii) if the Delivery has not occurred on or before the Final Delivery Date, then either Party (the “**Terminating Party**”) may (if it is not in breach of any of its material obligations hereunder) by notice to the other Party (the “**Relevant Party**”) terminate this Agreement, whereupon neither Party shall have any further obligation or liability to the other under this Agreement except as expressly provided in 3.2 and 13.13 unless the Relevant Party shall have breached any of its material obligations hereunder, in which case 10.2 shall apply.

10.2 Rights and Remedies

If this Agreement is terminated and the relevant provision specifies that this 10.2 applies, the circumstances referred to in the relevant provision (other than the circumstances referred to 10.1(ii)(a)) are a repudiation (and the circumstances in 10.1(ii)(a) are deemed a repudiation) of this Agreement by the Relevant Party, and, in any such case, the Terminating Party reserves all rights and remedies it may have under this Agreement and applicable Law.

11. REPRESENTATIONS AND WARRANTIES

11.1 General Representations

Each Party represents to the other that as at the date hereof the following are true in all material respects:

- (i) it is duly organized and validly existing under the Laws of the jurisdiction of its organization or incorporation, and, if relevant under such Laws, in good standing;
- (ii) it has the power to execute, deliver and perform its obligations under this Agreement and documents contemplated hereby, and that execution, delivery and performance have been properly authorized;
- (iii) such execution, delivery and performance do not violate or conflict with (a) any provisions of its constitutional documents, (b) Laws applicable to it, (c) order or judgment of any court or other Government Entity applicable to it, or (d) any contractual restriction binding on or affecting it or any of its assets;
- (iv) all Consents that it is required to obtain with respect to this Agreement, the documents and transactions contemplated hereby (a) have been (or will on or before the Delivery Date have been) obtained and (b) are (or will on or before the Delivery Date be) in force, with all its conditions complied with;
- (v) its obligations under this Agreement and the documents contemplated hereby constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to (a) applicable insolvency law and (b) as to enforceability, equitable principles of general application and other customary limitations under the Laws selected to govern this Agreement under 13.6; and
- (vi) it is subject to civil and commercial Laws, and not entitled to any jurisdictional or enforcement immunity (based on theories of sovereign immunity or otherwise), with respect to its obligations under this Agreement and the documents and transactions contemplated hereby.

11.2 Specific Representations

Seller represents to Purchaser as at the date of this Agreement that the matters specified in **Part I, point 27A** of the **Purchase Agreement** are true in all material respects. Purchaser represents to Seller as at the date of this Agreement that the matters specified in **Part I, point 27B** of the **Purchase Agreement** are true in all material respects.

12. CAPE TOWN CONVENTION

12.1 Consent to Registration

If the Cape Town Convention is applicable, the parties shall register interests in the Airframe and each Engine as a "contract of sale" (as defined in the Cape Town Convention) during the Delivery procedures or, if not commercially practicable, promptly thereafter, upon confirmation that the Purchase Price has been paid.

13. MISCELLANEOUS PROVISIONS

13.1 Annexes are Integral

The annexes form an integral part of this Agreement. Any reference to hereto or thereto includes the annexes.

13.2 Entire Agreement

This Agreement constitutes the entire agreement and understanding of Parties with respect to its subject matter, superseding any agreements or understandings relating to the purchase of the Aircraft.

13.3 Amendments in Writing

No amendment, modification or waiver in respect of this Agreement will be effective unless in writing.

13.4 No Waiver of Rights

A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver.

13.5 Notices

Any notices or other communication hereunder shall be in English. They **(a)** shall be in writing, **(b)** may be given in any manner specified in **Part I, point 28** of the **Purchase Agreement**, and **(c)** will be deemed effective as indicated:

13.5.1 if in writing and delivered in person or by courier, on the date it is delivered;

13.5.2 if sent by facsimile transmission, on the date that transmission is received in legible form;

13.5.3 if sent by certified or registered mail (airmail, if overseas) or the equivalent (return receipt requested), on the date that mail is delivered; or

13.5.4 if sent by electronic messaging system, on the date that an electronic message is received,

unless the date of that delivery or that receipt, as applicable, is not a Business Day or that communication is delivered or received, as applicable, after 5pm local time on a Business Day in the location specified for the recipient in **Part I, point 28** of the **Purchase Agreement**, in which case that communication shall be deemed given and effective on the first following day that is a Business Day for the recipient.

13.6 Governing Law

This Agreement shall be construed in accordance with, and this Agreement and all matters arising out of or relating in any way whatsoever to this Agreement (whether in contract, tort or otherwise) shall be governed by, the law of the State of New York. The Parties hereby expressly agree to exclude and disclaim the application of the provisions of the United Nations Convention on Contracts for the International Sale of Goods, and any successor convention or legislation, to this Agreement

13.7 Jurisdiction

13.7.1 With respect to any suit, action, proceedings or dispute arising out of or in connection with this Agreement (including claims for set-off and counterclaims and disputes arising out of or in connection with the creation, validity, effect, interpretation, performance or non-performance of, or the legal relationships established by, this Agreement or any non-contractual obligations arising out of or in connection with this Agreement) ("**Proceedings**"), each Party irrevocably:

(i) submits to the jurisdiction of the Supreme Court of the State of New York sitting in the Borough of Manhattan and the United States District Court for the Southern District of New York, and any appellate court from any thereof, on an exclusive or nonexclusive basis, as specified in **Part I, point 30** of the **Purchase Agreement**; and

(ii) waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum, waives the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over such Party, and further waives any right to assert sovereign immunity with respect to jurisdiction or enforcement (including in accordance with Article 51 of the Cape Town Convention, if applicable).

13.7.2 If a nonexclusive basis is specified in **Part I, point 30** of the **Purchase Agreement** then it is agreed that nothing in this Agreement precludes either Party from bringing Proceedings in any other jurisdiction, nor will the bringing of Proceedings in any one or more jurisdictions preclude the bringing of Proceedings in any other jurisdiction.

13.7.3 EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDINGS. Each of the parties hereby (a) certifies that no representative, agent or attorney of any other parties has represented, expressly or otherwise, that such other parties would not, in the event of a Proceeding, seek to enforce the foregoing waiver and (b) acknowledges that it has been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this paragraph.

13.8 Service of Process

If the Parties agree to designate, appoint and empower any process agent to receive, for and on their behalf, service of the writ of summons and other legal process in any Proceedings, a letter from such process agent confirming that designation, appointment and empowerment shall be delivered to the other Party prior to the Delivery Date.

13.9 Severability

If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the legality, validity or enforceability:

(i) in that jurisdiction of any other provision of this Agreement or

(ii) in any other jurisdiction of that or any other provision of this Agreement.

13.10 Counterparts

13.10.1 A Purchase Agreement may be executed and delivered in any number of counterparts, and by each Party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument.

13.10.2 Whether a Purchase Agreement may be executed and delivered by facsimile and/or an electronic media shall be specified in **Part I, point 31** of the **Purchase Agreement**, and, if so, shall include what addresses and procedures shall be employed in connection therewith.

13.11 Costs and Expenses

Unless otherwise specified in **Part I, point 32** of the **Purchase Agreement**, each Party shall bear its own fees, costs and expenses in connection with the preparation, negotiation and completion of this Agreement and performance of the transactions contemplated hereby, except as expressly provided herein.

13.12 Further Assurances

The Parties agree to take all actions reasonably requested by the other to carry out the intent of this Agreement.

13.13 Confidentiality

Each Party undertakes to the other to keep this Agreement and non-public information relating to this Agreement provided to it by the other Party confidential, provided that disclosure may be made **(i)** to affiliates and permitted assignees, **(ii)** to professional advisers or auditors, **(iii)** as required by law, including filing and registration requirements, and **(iv)** with the prior consent of the other Party. Any Party making a disclosure under (i), (ii) or (iv) shall be responsible for ensuring that the person to whom disclosure has been made also maintains confidentiality in accordance with the terms hereof in relation to the disclosed information.

13.14 Assignment

13.14.1 The Parties may not assign or transfer any of their respective rights or obligations under this Agreement without the prior consent of the other, provided that Purchaser may so assign or transfer to an affiliate on terms where Purchaser remains liable hereunder unless, in Seller's reasonable judgment, that affiliate-assignee is not sufficiently creditworthy to bear responsibility therefor.

13.14.2 No assignment under *13.14.1* may materially increase the obligations of Seller hereunder. Seller shall cooperate with Purchaser in connection with any such assignment, provided that, where, upon review of a description thereof provided by Purchaser, Seller reasonably believes it will incur material costs in so cooperating, Purchaser agrees to bear responsibility therefor.

13.14.3 This Agreement is binding on and inures to the benefit of its successors and assignees permitted hereunder.

14. TIME OF ESSENCE

The time stipulated in this Agreement for all payments and performance by either Party under this Agreement is of the essence in this Agreement.

15. NO BROKERS OR OTHER THIRD PARTIES

Each of the Parties hereby represents and warrants to the other that it has not paid, agreed to pay or caused to be paid directly or indirectly in any form, any commission, percentage, contingent fee, brokerage or other similar payments of any kind, in connection with the establishment or operation of this Agreement, to any person (other than fees payable by each Party to its legal advisers).

[ANNEXES FOLLOW]

Annex 1 - Definitions and Rules of Interpretation

Definitions

Acceptance Certificate means a certificate taking the form of **Appendix A** to the **Purchase Agreement**.

Aircraft means the Aircraft described in **Part I, point 1** of the **Purchase Agreement** (which term includes, where the context admits, a separate reference to all Engines, Parts and Aircraft Documents).

Aircraft Documents means all logbooks, aircraft records, manuals and other documents specified in **Part 1, point 3** of the **Purchase Agreement**, and all additions, renewals and replacements made thereto prior to Delivery.

Airframe means the Aircraft excluding the Engines and Aircraft Documents.

After Tax Basis means the payment of amounts necessary to ensure that (after giving effect to any deductions or withholding Tax, including on any additional payments) the full amount owing hereunder is received by the recipient.

Assignment, Assumption and Amendment Agreement means, if applicable, an aircraft assignment, assumption and amendment agreement in respect of the Lease entered into between Seller, as Existing Lessor, Purchaser as New Lessor and Lessee.

Aviation Authority means the civil aviation authority of the State of Registration.

Bill of Sale means a bill of sale taking the form of **Appendix B** to the **Purchase Agreement**.

Business Day means any day, other than a Saturday or Sunday, on which banks are open for business in all the cities specified in **Part I, point 33** of the **Purchase Agreement**.

Cape Town Convention means the Convention as modified by the Protocol.

Claims and Losses means any and all **(i)** claims, suits, judgments and orders and **(ii)** losses, accrued liabilities, damages, costs and expenses (however described, characterized or classified), including reasonable professional fees and expenses, in each case incurred or binding and regardless of **(a)** the legal theory or economic assumptions on which they are based, **(b)** whether they are described as penalties and/or fines, and/or **(c)** whether they are susceptible to appeal or mitigation.

Consents means any consent, approval, action, authorization, exemption, license or permit of any kind, given made or issued by a Government Entity.

Convention means the Convention on International Interests in Mobile Equipment signed in Cape Town on 16 November 2001.

Damage Threshold means the amount specified in **Part I, point 16** of the **Purchase Agreement**.

Delivery means the transfer of title of the Aircraft by Seller to Purchaser hereunder.

Delivery Adjustments means the financial adjustments to the Purchase Price calculated in accordance with **Part I, point 11** of the **Purchase Agreement**.

Delivery Condition Requirements means the requirements specified in **Part I, point 15** of the **Purchase Agreement**.

Delivery Date means the date, being a Business Day, on which Delivery of the Aircraft occurs.

Delivery Location has the meaning specified in 6.3.

Deposit has the meaning specified in 3.2.

Engines means the Engines specified in **Part I, point 2** of the **Purchase Agreement** or any other engines which Seller and Purchaser agree in writing will be substituted therefor together with all Parts, equipment and accessories belonging to, installed in, or appurtenant to, such Engines.

Engine Manufacturer has the meaning specified in **Part I, point 2** of the **Purchase Agreement**.

Final Delivery Date has the meaning specified in **Part I, point 21** of the **Purchase Agreement**, or such later date as the Parties may agree.

Government Entity means any international, national or local executive, legislative, judicial or administrative authority (however described, characterized or classified), including courts and agencies.

Gross Negligence means recklessness coupled with knowledge that damage would probably result.

Insolvency Event with respect to a Party, means that such Party:

(i) is deemed to be or states in writing that it is insolvent;

(ii) is subject to any types of insolvency or collective judicial or administrative proceedings, including interim proceedings, in which its assets are subject to control or supervision by any court or other Government Entity for purposes of dissolving, liquidating or reorganizing such party or its assets;

(iii) suspends or declares in writing its intention to suspend payments to creditors generally or any class thereof, or suspends or ceases all or substantially all of its business; or

(iv) takes steps, or is subject to actions, analogous to the items specified in (i)-(iii) above,

provided that, in the case of (ii) and (iv), no right to terminate in favor of the other Party shall arise under 10 for the a period of sixty (60) days from the commencement of the relevant proceedings, where the proceedings (1) were initiated by a third party and (2) are being contested in good faith by appropriate proceedings by the affected Party.

Inspection has the meaning specified in 4.2.

Law means all legal rules and regulations (regardless of its source), including judicial or administrative interpretation thereof, in force from time to time.

Lease means, if applicable, the aircraft lease agreement between Seller, as lessor, and Lessee relating to the Aircraft together with all supplements, amendments, security, agreements, documents and undertakings given in respect thereof or entered into in connection therewith, as specified in **Part I, point 4** of the **Purchase Agreement**.

Lessee means, if applicable, the entity specified in **Part I, point 5** of the **Purchase Agreement**.

Lex Situs Opinion means an opinion of counsel acceptable to Seller and Purchaser in the jurisdiction in which the Aircraft is located at Delivery, covering efficacy of title transfer and the imposition of Taxes, in form and substance satisfactory to Seller and Purchaser.

Lien means any mortgage, lien, charge, encumbrance, hypothecation, lease, or other claim, right or interest in any property, whether that right or interest (i) arises by contract or operation of Law and/or (ii) is possessory or nonpossessory in nature.

Manufacturer is specified in **Part I, point 1** of the **Purchase Agreement**.

Net Purchase Amount has the meaning specified in 3.3.

Part means, whether or not installed on the Aircraft, any component, furnishing or equipment (other than a complete Engine) furnished with the Aircraft on the Delivery Date.

Partial Loss means loss or damage to the Aircraft which is not a Total Loss.

Permitted Liens means (i) any Lien created by or resulting from debts or liabilities or actions of Purchaser, and (ii) if a Lease is specified in **Part I, point 4** of the **Purchase Agreement**, (a) any Lien permitted under the Lease other than any Lien created by, through or under Seller (b) and any Lien in respect of which the Lessee is obliged to indemnify the lessor in accordance with the terms of Lease.

Proceedings has the meaning specified in 13.7.1.

Protocol means the Protocol to the Convention on Matters Specific to Aircraft Equipment.

Purchaser Conditions Precedent has the meaning specified in 2.3.3.

Purchase Price has the meaning specified in 3.1.

Requisition of the Aircraft means any act (however described, characterized or classified) by a Government Entity which asserts a right or entitlement to own, acquire or alter property rights in, control, possess, or use or hire the Aircraft, or that has any of these effects.

Sale Documents means this Agreement, the Bill of Sale, the Acceptance Certificate, if a Lease is specified in **Part I, point 4** of the **Purchase Agreement**, the Assignment, Assumption and Amendment Agreement and any agreement amending or supplementing any of the foregoing documents or any other agreement specified in **Part I, point 34** of the **Purchase Agreement**.

Scheduled Delivery Date means the date specified in **Part I, point 19** of the **Purchase Agreement**.

Seller's Bank Account means the account specified in **Part I, point 9** of the **Purchase Agreement**.

Seller Conditions Precedent has the meaning specified in 2.3.1.

State of Registration has the meaning specified in **Part I, point 6** of the **Purchase Agreement**.

Taxes means any taxes or other governmental assessments, duties, charges or fees of any kind (however described, characterized or classified and including any value added, goods and services, sales, use, excise, transactional, property asset or similar tax and any stamp, documentary, registration or similar tax), whether direct or by way of withholding or deduction, and including any penalties, fines and interest arising from non-payment of the foregoing.

Total Loss, as specified in **Part I, point 17** of the **Purchase Agreement**, either (a) has the meaning given to such term (or to the term casualty occurrence or event of loss) in the Lease, or (b) has the following meaning (including for the purposes of this definition the Aircraft airframe): any of the following events: (i) damage or any other event which constitutes a total loss or constructive total loss (however described, characterized or described) of the Aircraft under the hull or hull war risk Insurance, (ii) the Aircraft being destroyed, damaged beyond economic repair or rendered permanently unfit for normal use, for any reason, (iii) the loss of possession of the Aircraft due to theft, disappearance or hijacking, for a period of (A) more than 30 days or (B) if earlier, a period ending on the Final Delivery Date, (iv) the Requisition of the Aircraft for a period of 30 days (or more) for the sole purpose of use or hire, without any further rights, or (v) the Requisition of title to the Engine.

US\$ and **Dollars** means the lawful currency of the United States of America, and (in relation to all payments in dollars to be made under this Agreement) same day funds.

Warranty Assignment means an assignment of warranties and consent in form and substance acceptable to Seller and Purchaser, acting reasonably.

Rules of Interpretation

Headings are inserted for convenience only and lack legal effect. Words denoting the singular include the plural and vice versa. References to documents or instruments are to the same as modified from time to time. A reference to any person includes a reference to the successors in interest and permitted assigns of that person, and, in the case of a Government Entity, a person succeeding to any of its functions. The word "including" is construed as "including without limitation". Save where the context otherwise requires, references to an or the **Aircraft** are to the Aircraft described in the subject Purchase Agreement. References to matters "hereunder" are to those under this "Agreement", as defined.

Annex 2 - Form of Purchase Agreement

Purchase Agreement msn [insert MSN]

This Purchase Agreement is made as of _____ between _____ a [insert type of business entity] organized and existing under the laws of [insert jurisdiction] (“**Seller**”) and _____ a [insert type of business entity] organized and existing under the laws of [insert jurisdiction] (“**Purchaser**”). It refers to and incorporates the terms of the Master Used Aircraft Purchase Agreement, 2012 (“**Master Agreement**”).

This Purchase Agreement modifies the Master Agreement, and, as so modified, constitutes a single contract applicable to the purchasing of the Aircraft (defined below), as contemplated by clause 2.1.2 of the Master Agreement.

Part I – Referenced Provisions

For purposes of the Master Agreement ("N/A" denotes non-applicability):

<p>1. Aircraft (annex 1, definition) [specify Manufacturer, make, model, generic model, manufacturer's serial number, nationality and registration marks, other particulars] and the Engines, Parts and Aircraft Documents and, where a Lease is applicable, as more particularly defined in the Lease.</p>	<p>2. Engines (annex 1, definition) [specify Engine Manufacturer, make, model, generic model, manufacturer's serial number, other particulars] and, where a Lease is applicable, as more particularly defined in the Lease.</p>
<p>3. Aircraft Documents (annex 1, definition) [specify by listing in attachment or by cross-reference] <u>or</u> [cross refer to Lease]</p>	<p>4. Lease (annex 1, definition) [specify lease documents including amendments] <u>or</u> [indicate if N/A]</p>
<p>5. Lessee (annex 1, definition) [specify] <u>or</u> [indicate if N/A]</p>	<p>6. State of Registration (annex 1, definition) [specify]</p>
<p>7A Additional Conditions Precedent to Seller's Obligations to sell the Aircraft (clauses 2.3.1, 2.3.2, Part A of annex 3) [specify] <u>or</u> [indicate if N/A] 7B Additional Conditions Precedent to Purchaser's Obligations to buy the Aircraft (clauses 2.3.3, 2.3.4, Part B of annex 3) [specify] <u>or</u> [indicate if N/A]</p>	<p>8. Purchase Price (clause 3.1, annex 1, definition) [specify]</p>
<p>9. Deposit (clause 3.2.1, annex 1, definition) [specify] <u>or</u> [indicate if N/A]</p>	<p>10. Interest on Deposit (clause 3.2.2) [specify] of [indicate if N/A]</p>

<p>11. Delivery Adjustments (clause 3.3, annex 1, definition) [specify] <u>or</u> [indicate if N/A]</p>	<p>12. Seller's Bank Account (annex 1, definition) [specify]</p>
<p>13. Additional Provisions relating to Taxes (clause 3.5) [specify exclusions, variations or additions] <u>or</u> [indicate if N/A]</p>	<p>14. Inspection (clauses 4.1 and 4.2) [specify 4.1 <u>or</u> 4.2] [specify which Party selects inspector and bears cost] [specify exclusions, variations or additions] [specify details of demonstration flight]</p>
<p>15. Delivery Condition Requirements (annex 1, definition) [specify]</p>	<p>16. Damage Threshold (clause 5.1) [specify] <u>or</u> [indicate if N/A]</p>
<p>17. Total Loss (annex 1, definition) [specify (a) <u>or</u> (b)]</p>	<p>18. Possession (clause 6.1.3) [indicate if N/A]</p>
<p>19. Scheduled Delivery Date (annex 1, definition) [specify]</p>	<p>20. Delivery Location (clause 6.3; annex 1, definition) [specify]</p>
<p>21. Final Delivery Date (annex 1, definition) [specify]</p>	<p>22. Seller (for purposes of clause 7) [specify]</p>
<p>23. Manufacturer's Warranties (clause 8) [specify any particular warranties to be assigned by way of a Warranty Assignment] or [indicate if N/A]</p>	<p>24. Indemnities (clause 9.1) [specify] <u>or</u> [indicate if N/A]</p>
<p>25. Liability Insurance (clause 9.2.2) [specify amount] <u>or</u> [refer to Minimum Liability Coverage in the Lease, if applicable]</p>	<p>26. Additional Termination Events (clause 10) [specify] <u>or</u> [indicate if N/A]</p>
<p>27A. Additional Representations and Warranties of Seller (clause 11) [specify] <u>or</u> [indicate if N/A]</p> <p>27B. Additional Representations and Warranties of Purchaser (clause 11) [specify] <u>or</u> [indicate if N/A]</p>	<p>28. Notices (clause 13.5) [specify permissible means and addresses]</p>
<p>29. [Intentionally Omitted]</p>	<p>30. Jurisdiction (clause 13.7) [Specify exclusive / nonexclusive]</p>

<p>31. Contracting by Fax/Electronic Writing (clause 13.10.2)</p> <p>[specify permissibility and addresses/protocol] <u>or</u> [indicate if N/A]</p>	<p>32. Costs and Expenses (clause 13.11)</p> <p>[specify whether one Party will bear the other's costs]</p> <p>[specify whether one of Parties will bear the Lessee's costs, or whether these will be split between the Parties (and on what basis such costs will be shared)]</p> <p>[specify which Party bears local counsel expenses / Lex Situs Opinion expenses or whether these are shared]</p>
<p>33. Business Day (annex 1, definition)</p> <p>[specify relevant cities]</p>	<p>34. Sale Documents (annex 1, definition)</p> <p>[specify]</p>

Part II – Other Modification to Master Agreement

As regards this Purchase Agreement, the Master Agreement is further modified as follows (“N/A” denotes non-applicability):

Part III – Appendices

Appendix A hereto is the form of **Acceptance Certificate**.

Appendix B hereto is the form of **Bill of Sale**.

IN WITNESS whereof, Parties have executed this Purchase Agreement on the respective dates specified below.

SELLER	PURCHASER
By: _____	By: _____
Name:	Name:
Title:	Title:
Date:	Date:

Annex 2, Appendix A – Acceptance Certificate

relating to one _____ (Generic Model _____) Aircraft,
manufacturer's serial number _____ (the "**Aircraft**")

_____ (the "**Purchaser**") hereby certifies that pursuant to the purchase agreement dated
_____, 20__ between _____ (the "**Seller**") and Purchaser in respect of the Aircraft
(the "**Purchase Agreement**"):

- (a) Purchaser has inspected the Aircraft, and the Aircraft conforms with the description and is in the condition and equipped as required by the Purchase Agreement.
- (b) Purchaser has accepted delivery of the Aircraft.
- (c) Purchaser has inspected, found to be complete and satisfactory to it and received all of the Aircraft Documents.
- (d) The Delivery Location (as defined in the Purchase Agreement) is _____ and the time of Delivery (as defined in the Purchase Agreement) is _____.

Date _____, 20__

By: _____

Name:

Title:

Witness:

Annex 2, Appendix B - Bill of Sale

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, _____ ("**Seller**"), owner of the full legal and beneficial title to the aircraft, engines, equipment and documents described below (the "**Aircraft**"):

1. one _____ (Generic Model _____) Aircraft bearing manufacturer's serial number _____;
2. two _____ (Generic Model _____) Engines bearing manufacturer's serial numbers _____ and _____;
3. all equipment, accessories and parts belonging to, installed in or appurtenant to such aircraft or engines; and
4. the Aircraft Documents,

does hereby sell, grant, transfer and deliver all right, title and interest in and to the Aircraft, to _____ ("**Purchaser**") under and in accordance with the terms of a purchase agreement dated _____, 20____ and made between Seller and Purchaser in respect of the Aircraft (the "**Purchase Agreement**"), to have and to hold the Aircraft forever. Seller hereby warrants to Purchaser, and its successors and assigns, that there is hereby conveyed to Purchaser good title to the Aircraft, free and clear of any Liens other than (i) Permitted Liens, and (ii) if a Lease is specified in **Part I, point 4** of the **Purchase Agreement**, the Lease, and that the Seller shall defend such title forever.

The terms "**Liens**", "**Permitted Liens**" and "**Aircraft Documents**" shall have the same meanings in this Bill of Sale as in the Purchase Agreement.

This Bill of Sale shall be construed in accordance with, and this Bill of Sale and all matters arising out of or relating in any way whatsoever to this Bill of Sale (whether in contract, tort or otherwise) shall be governed by, the law of the State of New York. The Seller hereby expressly agrees to exclude and disclaim the application of the provisions of the United Nations Convention on Contracts for the International Sale of Goods, and any successor convention or legislation, to this Bill of Sale.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be duly executed as of this _____ day of _____ 20_____.

SELLER

By: _____

Name:

Title:

Date

Annex 3 - Conditions Precedent

PART A - SELLER CONDITIONS PRECEDENT

1. Seller shall have received each of the following documents and evidence, on or prior to Delivery, subject to any additions in **Part I, point 7A** of the **Purchase Agreement**:
 - (a) an original of each Sale Document, duly executed by the parties thereto other than Seller;
 - (b) evidence of acceptance of appointment by Purchaser's process agent in respect of the Sale Documents;
 - (c) evidence of the corporate authorization of Purchaser to enter into and perform under the Sale Documents;
 - (d) legal opinion, in form and substance acceptable to Seller acting reasonably, from Purchaser's counsel, in relation to the Sale Documents;
 - (e) if Delivery occurs while the Aircraft is not located in either the location specified in 6.3(i) or in international airspace, the Lex Situs Opinion duly signed by the counsel providing the same;
 - (f) the insurance certificate and brokers letter of undertaking referred to in 9.2.3.
2. The representations given by Purchaser in 11 shall be true and accurate on the Delivery Date;
3. Purchaser shall not be in default of its obligations under the Sale Documents;
4. Seller shall be satisfied that the Delivery Location, and the arrangements described in 6, do not give rise to any Taxes;
5. No change shall have occurred after the date of this Agreement in any applicable law which would make it illegal for Seller to perform any of its obligations under this Agreement (and any other documents to be entered into pursuant hereto);
6. If a Lease is specified in **Part I, point 4** of the **Purchase Agreement**, all of the conditions precedent listed in the Assignment, Assumption and Amendment Agreement will have been satisfied or waived by each party for whose benefit they were to have been given; and
7. Seller shall have received the Net Purchase Amount.

PART B - PURCHASER CONDITIONS PRECEDENT

1. Purchaser shall have received each of the following documents and evidence on or prior to Delivery, subject to any additions in **Part I, point 7B** of the **Purchase Agreement**:
 - (a) an original of each Sale Document, duly executed by the parties thereto other than Purchaser;
 - (b) evidence of acceptance of appointment by Seller's process agent in respect of this Agreement;

(c) evidence of the corporate authorization of Seller to enter into and perform under the Sale Documents;

(d) legal opinion, in form and substance acceptable to Purchaser acting reasonably, from Seller's counsel, in relation to the Sale Documents;

(e) if Delivery occurs while the Aircraft is not located in either the location specified in 6.3(i) or international airspace, the Lex Situs Opinion duly signed by the counsel providing the same;

(f) a Warranty Assignment in respect of each of any Airframe and Engine warranties, duly executed by Seller together with a consent to such assignment duly executed by the Manufacturer and the Engine Manufacturer, as applicable, and an extract from the relevant agreement between Seller and the relevant Manufacturer and, if applicable, Engine Manufacturer as to the warranties given in relation to the Aircraft and Engines;

(g) copies of the bill of sale or chain of bills of sale demonstrating title transfer from the Manufacturer to Seller;

(h) a copy of the current and valid certificate of airworthiness in respect of the Aircraft and, if specified in **Part I, point 7** of the **Purchase Agreement**, an export certificate of airworthiness;

(i) a copy of the current and valid certificate of registration in respect of the Aircraft, together with any documentation required to register the title transfer with the Aviation Authority; and

(j) if a Lease is specified in **Part I, point 4** of the **Purchase Agreement**, copies of the other condition precedent documents supplied by Lessee to Seller in connection with the Delivery of the Aircraft pursuant to the Lease;

2. The representations given by Seller in *11* shall be true and accurate on the Delivery Date;

3. Seller shall not be in default of its obligations under the Sale Documents;

4. Purchaser shall be satisfied that the Delivery Location, and the arrangements described in *6*, do not give rise to any Taxes;

5. No change having occurred after the date of this Agreement in any applicable law which would make it illegal for Purchaser to perform any of its obligations under this Agreement (and any other documents to be entered into pursuant hereto);

6. If a Lease is specified in **Part I, point 4** of the **Purchase Agreement**, all of the conditions precedent listed in the Assignment, Assumption and Amendment Agreement will have been satisfied or waived by each party for whose benefit they were to have been given;

7. No event specified in Clause 5.2 of the Agreement shall have occurred with respect to the Aircraft or with respect to any Engine unless, in the case of an Engine, Seller and Purchaser have agreed to arrangements in relation to the sale of a replacement Engine.