

AIRCRAFT BILL OF SALE

This Bill of Sale (this "Agreement") is entered into and made effective as of (the "Effective Date"), by and between [SELLER NAME], with an address of [SELLER ADDRESS] ("Seller"), and [BUYER NAME], with an address of [BUYER ADDRESS] ("Buyer"). Seller and Buyer are each a "Party" and together the "Parties." Where any notice required under this Agreement is tendered in writing, the Party delivering it shall retain proof of delivery.

1. Sale of Property

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby sell, transfer, assign, and convey to Buyer, and Buyer does hereby purchase and accept from Seller, all of Seller's right, title, and interest in and to the property described in Section 2 (the "Property"), together with their respective heirs, successors, permitted assignees, and personal representatives bound by the terms of this Agreement.

2. Description of Property

Seller transfers to Buyer the following aircraft (the "Aircraft"):

- **Year of Manufacture:** [AIRCRAFT YEAR]
- **Make / Manufacturer:** [AIRCRAFT MAKE]
- **Model:** [AIRCRAFT MODEL]
- **FAA Registration Number (N-number):** [N-NUMBER]
- **Airframe Serial Number:** [AIRFRAME SERIAL]
- **Total Airframe Hours:** [AIRFRAME HOURS]
- **Engine:** [ENGINE DETAILS] Buyer understands that title transfer must be recorded with the FAA Civil Aviation Registry under 49 U.S.C. §44107, and that an FAA Bill of Sale (AC Form 8050-2) may need to be filed separately.

3. Consideration and Payment

The total purchase price is **** () (the "Purchase Price").

Buyer shall pay the Purchase Price to Seller in full on the Effective Date, by cash, certified funds, or other method mutually acceptable to the Parties. Title to the Property shall transfer upon Seller's receipt of payment in full.

4. Representations and Warranties of Seller

Seller represents and warrants to Buyer as follows:

1. Seller is the sole lawful owner of the Property and has full right, power, and authority to sell it.
2. The Property is free and clear of any liens, security interests, encumbrances, or third-party claims, except as may be expressly disclosed in writing to Buyer before the Effective Date.
3. Seller has not entered into any other agreement to sell or transfer the Property.
4. To Seller's actual knowledge, all information provided about the Property in this Agreement is true and complete.

5. "AS-IS" Sale — No Warranties

EXCEPT AS EXPRESSLY STATED IN SECTION 4, THE PROPERTY IS SOLD "AS-IS," "WHERE-IS," AND "WITH ALL FAULTS." Seller makes no warranty, express or implied, regarding the condition, merchantability, fitness for a particular purpose, safety, or any other aspect of the Property. Buyer acknowledges having inspected the Property (or having had the opportunity to do so) and accepts it in its present condition. To the fullest extent permitted by law, Buyer waives all claims against Seller arising from the condition of the Property, including claims for implied warranty under Uniform Commercial Code §2-316 or its state equivalents.

Fraud exception. This "as-is" disclaimer does **not** waive or bar any claim by Buyer for fraud, intentional misrepresentation, or active concealment of a known material defect. Seller remains liable for any material defect that Seller knew of and deliberately failed to disclose, even after the sale closes.

6. State-Specific Notices

General Provisions

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE], without regard to its conflict-of-laws rules.

Entire Agreement. This Agreement constitutes the Entire Agreement of the parties and supersedes all prior and contemporaneous understandings, whether written or oral, regarding its subject matter.

Amendments. This Agreement may be amended only by a writing signed by both Parties.

Severability. If any provision of this Agreement is held unenforceable, the remainder shall continue in full force and effect.

Assignment. Buyer may not assign this Agreement before taking possession of the Property without Seller's prior written consent.

Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original. Electronic and digital signatures shall be treated as original signatures for all purposes.

Binding Effect. This Agreement shall bind and benefit the Parties and their respective heirs, successors, permitted assignees, and personal representatives.

Signatures

The Parties have executed this Bill of Sale on the Effective Date.

Seller

_____ PRINTED NAME

_____ SIGNATURE

_____ DATE

Buyer

_____ PRINTED NAME

_____ SIGNATURE

_____ DATE