

**OFFER TO PURCHASE
U.S. TREASURY VESSELS & AIRCRAFT**



READ CAREFULLY

This form is required to make an offer to purchase a particular vessel or aircraft being sold on behalf of the United States Department of Treasury, as identified by National Liquidators. All offers are binding upon potential purchaser, in accordance with the terms described herein, and must be countersigned by the United States Department of Treasury, or its designee(s), as seller, in order to be considered accepted and binding upon the seller.

Upon completion, this form should be submitted to National Liquidators, via facsimile to (954) 321-2273, or by scan and email directly to the National Liquidators Sales Agent representing purchaser.

PURCHASER INFORMATION
complete all fields

Name: _____ an individual a business entity

E-Mail: _____ Daytime phone: _____

Address: _____ City: _____ State: _____ Zip: _____

National Liquidators Sales Agent: _____

ALL OFFERS MUST BE ACCOMPANIED BY A COPY OF PURCHASER'S VALID DRIVERS LICENSE, PASSPORT OR GOVERNMENT-ISSUED IDENTIFICATION.

VESSEL/AIRCRAFT INFORMATION

STOCK# YEAR MAKE/MODEL \$ OFFER AMOUNT (excluding taxes, if any)

BANK ACCOUNT INFORMATION

for return of deposit, account name must match name of Purchaser from above

BANK NAME BANK ADDRESS ABA ROUTING # ACCOUNT #

TERMS & CONDITIONS

THIS IS A BINDING OFFER TO PURCHASE. Absolutely no contingencies are allowed. Inspection of vessel or aircraft must be completed prior to submitting this offer. The subject vessel or aircraft is being sold "as is, where is", with any and all faults both known and unknown, and without any warranty of merchantability or fitness for any particular purpose. Any and all information provided to purchaser, whether online, in print, verbally or otherwise, may or may not be accurate. It is purchaser's responsibility to verify vessel or aircraft's condition prior to making this offer.

ALL OFFERS MUST BE ACCOMPANIED BY THE ENTIRE PURCHASE OFFER AMOUNT. Offers submitted without the required payment will not be processed. Acceptable forms of payment are certified check, cash or bank wire. The required payment must clear into National Liquidators' bank account prior to offer's submission to the United States Department of Treasury for consideration. Should the United States Department of Treasury accept the offer, the entire payment will be deemed immediately earned and non-refundable for any reason whatsoever. Should the United States Department of Treasury reject the offer, the entire payment will be refunded within 5 business days after the offer is rejected.

INCOMING BANK WIRE INSTRUCTIONS. All purchaser bank wires should be submitted as follows:

Paradise Bank
2420 North Federal Highway
Boca Raton, FL 33431
ABA #067015795
BIC Code PAADUS31
FBO National Liquidators
Account #221001100
Reference: Purchaser Name/Stock #

PRESENTATION OF OFFERS. National Liquidators is serving only and solely as the exclusive agent of The United States Department of Treasury (as seller) for this transaction. Qualifying offers are accumulated on a weekly basis through each Monday at 4:00 PM Eastern Time. At that particular time, the highest offer for the week is submitted to the United States Department of Treasury. The United States Department of Treasury (as seller), at its sole and complete discretion, may accept or reject the offer. Notices of acceptance or rejection of offers are typically received from The United States Department of Treasury within 5 business days. The United States Department of Treasury reserves the right to withdraw the subject vessel or aircraft from sale at any time prior to accepting a particular offer.

TRANSFER OF OWNERSHIP RIGHTS AND RESPONSIBILITIES. Immediately upon receipt by purchaser of a copy of this offer, countersigned by the United States Department of Treasury, or its designees(s), as seller, purchaser enjoys all rights of ownership and becomes responsible for all costs and liability relating to subject vessel or aircraft. Also, at the same time, the United States Department of Treasury shall no longer be responsible for the subject vessel or aircraft whatsoever. After receipt of a countersigned copy of this offer, purchaser must remove vessel or aircraft from existing storage facility within 1 business day or make their own storage arrangements with storage facility. For subject vessels or aircraft stored at National Liquidators facilities, storage charges will accrue at our standard rate, unless alternate arrangements are made in advance.

NOTICE TO CUSTOMERS REGARDING TITLING OR DOCUMENTATION. Acceptance of an offer does not bind other agencies to issue licenses, registrations, releases, or certificates, and the subsequent failure to obtain such documentation shall not entitle the purchaser to obtain cancellation of the sale. Purchasers will receive a certified bill of sale to complete the transfer process within 30 days. National Liquidators can provide complete state title transfer, USCG documentation or FAA titling services for an additional fee. Please contact National Liquidator's title department for additional information and pricing.

IMPORTANT INFORMATION REGARDING SALES TAX. At time of acceptance of offer and in advance of release of custody of the purchased vessel or aircraft, purchaser will remit to National Liquidators sales tax at the current approved rate in the respective state of purchaser's residence, as determined by purchaser's valid driver's license, or deliver an out-of-state affidavit indicating that purchaser will pay the respective sales tax, or that it is exempt from such tax. Purchasers that are Ohio or Florida residents can not remit tax on their own. All dealer-purchasers that are claiming exemption from sales tax will be required to provide a state sale tax number, valid dealer's certificate and sign a resale certificate or Statement for Exemption of Purchase.

DISPUTES AND REFUND REQUESTS. In accordance with the “*Sale of Government Property General Sale Terms and Conditions*” <http://www.treasury.gov/auctions/treasury/gp/termsandconditions.pdf> to make an initial dispute in writing send a formal letter within 30 calendar days of the date of property removal to:

Department of the Treasury Contract
ATTN: Sales & Marketing Department
2550 Huntington Avenue
Alexandria, VA 22303-1499

Dispute and refund requests can also be submitted via email to:

auctions@vsecorp.com

Subject Line: Dispute/Refund Request

NOTICE TO BUYERS OF IRS-CI. In accordance with 18 USC Section 1963(f) and 21 USC Section 853(h) of the Comprehensive Crime Control Act of 1984 and U.S. Department of the Treasury policy, forfeited property will not be sold to the defendant or person(s) acting as his/her agent. Buyers of IRS-CI property need to be aware that IRS has up to 3 business days to approve purchases.

PURCHASER ACKNOWLEDGEMENT. By making this offer to purchase, and for valuable consideration, I **RELEASE AND WILL FOREVER HOLD HARMLESS** National Liquidators, its affiliates, officers and employees, and the United States Department of Treasury from any and all claims I may hold now or in the future, or which I may claim to hold now or in the future, for defects or damage to the vessel or aircraft, her engines and equipment, including any personal property located on such vessel or aircraft at the time of delivery, whether arising in contract or in tort or otherwise. For the same consideration, I further agree to **INDEMNIFY AND HOLD HARMLESS** National Liquidators, its affiliates, officers and employees, and the United States Department of Treasury for all liabilities, losses, damages, expenses, and costs incurred by them in any action that may arise subsequent to the sale of the vessel or aircraft for any alleged defect or damage to the vessel or aircraft existing at the time of sale, whether known or unknown at the time of sale. If litigation arising out of or relating to either this offer, any forfeited deposit, or a sale, if commenced, the prevailing party is entitled to recover its reasonable attorneys’ fees and costs

I further certify that I am not (1) under the age of 18; (2) an employee or agent of VSE Corp., or their family members; (3) any employee of the U.S. Department of Treasury/Department of Homeland Security or their immediate family members prohibited from bidding on property/merchandise by policy, regulation, statute or contract; (4) a VSE Corp. subcontractor/vendor, their agents and employees who have access to information concerning the property to be sold at a U.S. Treasury/Homeland Security auction that is not generally available to the public; (5) presently debarred or declared ineligible for the award of contracts by any Federal agency in accordance with 41 CFR 101-45.6; (6) or the party or representing the parties from whom the property was seized. VSE Corp. subcontractors further may not act as agent for a third party in purchasing U. S. Treasury property/merchandise that is or has been in their custody or control. For breach of this warranty, VSE Corp. shall have the right to cancel any purchase contract without liability. Further, I agree that should I be named the successful bidder my registered name, the property description, and winning bid amount will be published on the U.S. Department of Treasury auction website. Electronic Freedom of Information Act Amendments of 1996 (5 U.S.C. 552 (2000)).

ADDITIONAL TERMS AND CONDITIONS. This document contains selected Terms and Conditions of Sale. Please see “*Sale of Government Property General Sale Terms and Conditions*” for the complete terms and conditions of this sale online at: <http://www.treasury.gov/auctions/treasury/gp/termsandconditions.pdf>

I HAVE THOROUGHLY READ, UNDERSTAND AND AGREE TO ALL THE TERMS AND CONDITIONS CONTAINED HEREIN AND ON THE WEBSITE <http://www.treasury.gov/auctions/treasury/gp/termsandconditions.pdf> :

PURCHASER SIGNATURE: _____ DATE: _____

PURCHASER’S OFFER ACCEPTED IN ACCORDANCE WITH THE TERMS HEREIN:

US DEPARTMENT OF TREASURY: _____ DATE: _____