

Dated this 29th day of September, 2016

JEGE, INC.
('Seller')

and

FJ TURBINE POWER, INC.
('Buyer')

EQUIPMENT SALE AGREEMENT

in respect of

Two Pratt & Whitney (2) JT8D-219 engines, bearing manufacturer's serial number 726121 and 726122 and one (1) Pratt & Whitney JT8D-7B engine bearing manufacturer's serial number 654373
Located in Brunswick, GA

THIS EQUIPMENT SALE AGREEMENT is made this 29th day of September, 2016 (this "Agreement")
BETWEEN:

- (1) **JEGE, INC.**, a Delaware corporation with its address at at 103 Foulk Road, Suite 202, Wilmington, DE 19803-3742 ("**Seller**"); and
- (2) **FJ TURBINE POWER, INC.**, a Florida corporation with its address at 8195 West 20th Ave, Hialeah FL 33014 ("**Buyer**").

NOW, IT IS HEREBY AGREED as follows:

The Parties have agreed that Buyer shall buy from Seller and Seller shall sell to Buyer the Equipment (as hereinafter defined) free from Encumbrances on the Delivery Date for the Purchase Price (as hereinafter defined) and upon, subject to and in accordance with the other terms and conditions of this Agreement.

1. DEFINITIONS

- 1.1 In this Agreement, unless the context otherwise requires, the following terms shall have the meanings specified herein:

Acceptance Certificate: means an acceptance certificate substantially in the form of Schedule 3;

Bill of Sale: means a bill of sale substantially in the form of Schedule 2;

Agreement: means this Equipment Sale Agreement together with the Schedules attached hereto;

Delivery Condition: means the condition of the Equipment as more particularly described in Schedule 1;

Business Day: means a day on which banks are open for the transaction of business of the nature required by this Agreement in New York, New York, U.S.A.

Currency: means United States Dollars;

Cycle: means one take-off and landing of any aircraft on which the Equipment are then installed;

Delivery: means the time at which Buyer shall obtain title to the Equipment in accordance with this Agreement;

Delivery Date: means on or before October 5, 2016.

Delivery Location: means the facilities of Stambaugh Aviation in Brunswick, Georgia.

Encumbrance: means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, security interest, title retention or other encumbrance of any kind securing, or any right conferring a priority of payment in respect of, any obligation of any party;

Equipment: means

- (i) the engines described in Schedule 1;
- (ii) renewed and replacement Parts incorporated or installed in or on the Equipment; and
- (iii) the Equipment Technical Records relating to the items described in clauses (i) and (ii) above;

and references to the "**Equipment**" shall be deemed to include any of the component parts of this definition (unless the context otherwise requires);

Equipment Technical Records: means all records, logs, manuals, technical data and other materials and documents within Seller's possession or control relating to the Equipment or any part thereof as are specified in Schedule 1;

Governing Law: means the laws of the State of Florida, United States of America;

Module: means an assembly of Parts which is the subject of separate record keeping as evidenced by the Equipment Technical Records at Delivery;

Parts: means all appliances, accessories, Modules, components and other items of equipment as are installed in or on the Equipment at Delivery;

Party: means Buyer or Seller as the context may require and "Parties" shall mean both of them;

Purchase Price: means US \$810,000.

Transaction Documents: means this Agreement, the Bill of Sale, the Acceptance Certificates and any written agreement amending this Agreement.

2. REPRESENTATIONS AND WARRANTIES

2.1 The Parties each represent and warrant to each other that:

- 2.1.1 they are duly incorporated in their respective jurisdictions of incorporation and are validly existing under the laws of such jurisdictions and have the power and authority to own their assets and carry as presently carried on;
- 2.1.2 they have full power, authority and legal rights under the laws of their respective jurisdictions and have taken all necessary corporate action to enter into, deliver and perform the Transaction Documents;
- 2.1.3 the Transaction Documents constitute, or when executed will constitute, legal valid and binding obligations of the Parties enforceable in accordance with their respective terms except to the extent that such enforceability may be limited by bankruptcy, insolvency or similar laws respecting creditors rights generally;
- 2.1.4 the execution and delivery of, the performance of their obligations under, and compliance with the provisions of, the Transaction Documents will in no way exceed the powers granted to them by, or violate in any respect any provision of:
 - 2.1.4.1 any law or regulation or any order or decree of any governmental authority, agency or court of either Party's country of generally accepted interpretation thereof or any judgment, decree or permit of any such governmental authority, agency or court to which the Parties are subject, or
 - 2.1.4.2 the constitutional documents of the parties or any resolution of the directors or shareholders of the Parties, or
 - 2.1.4.3 any mortgage, charge, deed, contract or other undertaking or instrument to which the Parties are a party or which is binding on them or any of their assets nor will it result in the creation of any Encumbrance;

- 2.1.5 every consent, authorization, license or approval of, or registration with, or declaration to, governmental or public bodies or authorities or courts required by the Parties in connection with the execution, delivery, validity or enforceability (or as of the Delivery Date the admissibility in evidence) of the Transaction Documents or the performance by the parties of their obligations under the Transaction Documents has been obtained or made and is in full force and effect, and there has been no default in connection with same;
- 2.2 Seller further represents to Buyer that as of the Delivery Date, Seller shall be the legal and beneficial owner of, and shall deliver the Equipment to Buyer free from any Encumbrances.

3. INSPECTION, DELIVERY AND ACCEPTANCE

- 3.1 Buyer confirms that as of the date of Delivery it has had the opportunity to inspect the Equipment, or that it has waived its right to do so, and in each and every respect the Equipment are deemed to be acceptable to Buyer in conformity with the requirements of this Agreement, including, without limitation, Schedule 1.
- 3.2 On the Delivery Date, Buyer shall pay Purchase Price to Seller by wire transfer (as directed in Section 4.1), and shall deliver to Seller an executed Acceptance Certificate in respect of the Equipment. Seller shall upon receipt of the Purchase Price and the executed Acceptance Certificate deliver title to the Equipment to Buyer by delivering to Buyer by email transmission pdf copies of the Bill of Sale in respect of the Equipment on the Delivery Date, followed by delivery of the original manually executed originals of the same by overnight courier for delivery on the next business day to a physical address designated by Buyer on or prior to the Delivery Date. At Delivery, the Equipment shall be installed on Seller's Boeing 727, U.S. Registration No. N908JE (the "Aircraft"), and Seller shall sign an irrevocable written instruction to the representatives of Stambaugh Aviation's facility at Brunswick, Georgia, directing the facility to remove the Equipment from the Aircraft and place the same on engine stands provided by Buyer at Buyer's sole cost and expense (the "Removal Instruction"). The cost of such removal by Stambaugh Aviation shall be divided and paid equally by and between Seller and Buyer.
- 3.3 Delivery of the Equipment shall take place on the Delivery Date by way of Seller's email transmission to Buyer and Stambaugh Aviation of a pdf copy of the Removal Instruction, which shall include Seller's written signed acknowledgement of Buyer's ownership of the Equipment. Each of Seller and Buyer shall confirm by email to the representatives of Stambaugh Aviation that Seller and Buyer shall each pay 50% of the costs of removing the Equipment and placing the same on Buyer's engine stands.
- 3.4 Upon Delivery by email transmission to Buyer of the pdf copy of the executed Bill of Sale for the Equipment and the Removal Instruction, title to and all risk in the Equipment shall pass unconditionally from Seller to Buyer.
- 3.5 The Parties hereby agree that:
 - 3.5.1 no condition, warranty or representation of any kind, except that of clear unencumbered and marketable title, is or has been given by or on behalf of Seller in respect of the Equipment, and accordingly Buyer confirms that in entering into this Agreement Buyer has not relied on any condition, warranty or representation by Seller in respect of the Equipment, express or implied, whether arising by law or otherwise, including, without limitation, warranties or representations as to the description, airworthiness, merchantability, fitness for any purposes, value, condition, quality of materials or workmanship, design or operation of any kind or nature of the Equipment and the benefit of each and any such condition, warranty or representation by Seller is hereby irrevocably and unconditionally waived;

- 3.5.2 Seller makes no representation as to what use or application may be made of the Equipment in the condition in which the Equipment are delivered. Further Seller makes no representation as to whether the Equipment comply with, or are capable of being modified so as to comply with, any present or future environmental restrictions or requirements imposed by any governmental entity, including, but not limited to, requirements with respect to noise abatement and emission control.
- 3.6 If the Seller fails, for reasons other than force majeure, to deliver the Equipment by the Delivery Date then Buyer may at its option terminate this Agreement and any obligation on the part of the Buyer to purchase the Equipment shall be extinguished.

4. PAYMENT OF THE PURCHASE PRICE

- 4.1 The Purchase Price shall be paid by Buyer to Seller on the Delivery Date in accordance with Clause 3.2. Payment shall be made for value by no later than the Delivery Date by Buyer's wire transfer of the full amount of the Purchase Price (\$810,000) to an account at a financial institution designated in writing by Seller to Buyer on or before the Delivery Date.
- 4.2 Payments to be made by Buyer under this Agreement shall be made in US Dollars, without any set-off or counter claim whatsoever or any deduction or withholding for or in respect of taxes.

5. "AS IS, WHERE IS" CONDITION OF EQUIPMENT; EXCLUSION OF WARRANTIES AND GUARANTEES.

- 5.1 EXCEPT FOR SELLER'S REPRESENTATION OF CLEAR UNENCUMBERED AND MARKETABLE TITLE CONTAINED IN THE BILL OF SALE IN RESPECT OF THE EQUIPMENT, THE EQUIPMENT ARE SOLD IN "AS IS WHERE IS" CONDITION AND SELLER MAKES NO WARRANTIES, GUARANTEES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE EQUIPMENT OR ANY PART THEREOF, INCLUDING, BUT NOT LIMITED TO, THE CONDITION, OPERATION AND AIRWORTHINESS THEREOF, AND BUYER HEREBY WAIVES ALL REMEDIES, WARRANTIES AND LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE EQUIPMENT OR ANY PART THEREOF, INCLUDING, BUT NOT LIMITED TO: (1) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, (2) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, (3) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM SELLER'S NEGLIGENCE, ACTUAL OR IMPUTED, (4) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO THE EQUIPMENT, AN AIRCRAFT OR ANY OTHER PROPERTY, FOR LOSS OF USE, REVENUE OR PROFIT WITH RESPECT TO THE EQUIPMENT, AN AIRCRAFT OR ANY OTHER PROPERTY AND (5) ANY LIABILITY OF BUYER TO ANY THIRD PARTY, OR FOR ANY OTHER DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER. THIS DISCLAIMER SHALL NOT BE MODIFIED EXCEPT BY WRITTEN AGREEMENT SIGNED ON BEHALF OF SELLER AND BUYER BY THEIR DULY AUTHORIZED REPRESENTATIVES.
- 5.2 Neither party shall under any circumstances be liable to the other for any incidental or consequential damages.

6. LOSS OR DAMAGE PRIOR TO DELIVERY

If, before Delivery, the Equipment are lost or destroyed, or suffer substantial damage which renders the Equipment uneconomical to repair, Buyer shall promptly notify Seller of such occurrence, whereupon neither party shall have any further obligation or liability to the other under this Agreement in respect of

the Equipment and in particular, Buyer shall be under no obligation to buy the Equipment from Seller.

7. COST AND EXPENSES

- 7.1 Buyer shall pay and indemnify, defend and hold harmless Seller from any import or export duties or any levies and assessments, sales, capital gains, stamp duty or other taxes which may be payable in respect of the sale and purchase of the Equipment hereunder (except any taxes payable in respect of Seller's income or which relates to the period prior to Delivery) to any federal, state, local, provincial or foreign government or other agency or authority in any jurisdiction and shall obtain any consents, licenses or authorizations that may be required in connection with the sale and purchase of the Equipment hereunder in those jurisdictions.
- 7.2 Each Party shall be responsible for and pay for its own expenses in connection with the negotiation, preparation, and execution of the Transaction Documents and the sale of the Equipment.

8. INDEMNITY AND INSURANCE

- 8.1 Buyer shall indemnify, defend, and hold harmless Seller and its affiliates and any of their directors, officers, employees or agents ("Seller Indemnified Parties") from and against any and all third party claims, damages, losses, liabilities and judgments of every kind and nature (including, but not limited to, reasonable attorney's fees and expenses), any obligation or liability due to loss of use or any other incidental or consequential damages, any liability, allegation or claim in tort whether or not arising from the negligence of the Seller Indemnified Parties and without regard to whether or not such negligence is sole, joint, concurrent, comparative, active, passive or imputed, and all fees and expenses incurred by the Seller in establishing the right to indemnification hereunder, arising out of or connected to the Equipment to the extent that such claims, damages, losses, liabilities and judgments arise from and after Delivery of the Equipment hereunder.
- 8.2 Seller shall be responsible for and shall indemnify and hold harmless the Buyer, its employees, officers, directors and agents ("Buyer Indemnified Parties") from and against any and all third party claims, damages, losses, liabilities and judgments of every kind and nature (including, but not limited to, reasonable attorney's fees and expenses), any obligation or liability due to loss of use or any other incidental or consequential damages, any liability, allegation or claim in tort whether or not arising from the negligence of the Buyer Indemnified Parties and without regard to whether or not such negligence is sole, joint, concurrent, comparative, active, passive or imputed, and all fees and expenses incurred by the Buyer Indemnified Parties in establishing the right to indemnification hereunder, arising out of or connected to the Equipment to the extent that such claims, damages, losses, liabilities and judgments arose prior to Delivery of the Equipment hereunder.

9 FORCE MAJEURE

- 9.1 Neither party to this Agreement shall be liable for delay or failure to perform under this Agreement which results from any occurrence or event which could not have been reasonably avoided including, but not limited to, accident, action of the elements, acts of God, civil commotion, enemy action, epidemic, explosion, fire, flood, insurrection, natural catastrophe, war, act, demand or requirement of laws of the Government of the United States of America or any other competent governmental authority, or any other similar cause beyond such party's control, if the party invoking this provision makes reasonable efforts to remove or overcome the effects of such occurrence or event. If a Party believes that anyone or more of the above occurrences or events shall cause a delay or prevent its performance hereunder, it shall promptly notify the other in writing of such fact. In the event that an event of force majeure continues for a period in excess of 30 calendar days, the party not subject to the event of force majeure may by giving written

notice to the other terminate this Agreement and all rights, obligation and liabilities hereunder shall be extinguished.

10 MISCELLANEOUS

- 10.1 The Transaction Documents contain the entire agreement between the Parties with respect to the sale of the Equipment and the Transaction Documents shall not be varied otherwise than by an instrument in writing executed by both Parties, whereupon such instrument shall become a Transaction Document.
- 10.2 Any right of the Parties under this Agreement may be exercised, as often as such Party considers appropriate, whether in respect of a single aspect of this Agreement or the Agreement as a whole and are in addition to such Party's rights under applicable law. The rights of each of the Parties (whether arising under this Agreement or applicable law) shall not, as against or in favour of the other Party, be capable of being waived or varied otherwise than by an express waiver or variation in writing signed by the Party charged with such waiver or variance, and in particular any failure to exercise or any delay in exercising any of such rights shall not operate as a waiver or variation of that or any other such right, any defective or partial exercise of any of such rights shall not preclude any other or further exercise of that or any other such rights, and no act of conduct or negotiation on its part or on its behalf shall in any way preclude a Party from exercising any such right or constitute a suspension or any variation of any such right.
- 10.3 This Agreement may be executed in any number of counterparts, including by facsimile or portable document format (pdf), each of which shall be an original but such counterparts shall together constitute but one and the same instrument.
- 10.4 Neither Party has appointed or used any broker or agent in connection with this Agreement and the transactions contemplated herein for which the other Party could be liable and each Party agrees to indemnify the other for liability for fees, commissions or other claims made upon it out of such claim caused by the other.
- 10.5 Each Party agrees from time to time to do and perform such other and further acts and execute and deliver any and all such other and further instruments as may be required by law or reasonably requested in writing by the other Party to establish, maintain and protect the respective rights and remedies of the Parties and to carry out the intent and purpose of this Agreement.
- 10.6 If any of the provisions of this Agreement become invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired and the Parties shall consult together to assess whether such invalidity, illegality or unenforceability may be cured and if so in what manner.
- 10.7 This Agreement is and shall remain strictly confidential and neither Party shall disclose to any third party any provision hereof save to their respective professional advisors or corporate affiliates or when otherwise required by applicable law, or where such disclosure has been expressly agreed in writing by the Parties.

11. GOVERNING LAW

- 11.1 This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, which shall have non-exclusive jurisdiction over any suit, action or judicial proceeding instituted against the Seller or the Buyer or any of their respective officers, agents, directors, affiliates, employees and assigns arising out of or connected with this Agreement. All parties hereto consent to the jurisdiction of the courts of the State of Florida.

12. NOTICES

- 12.1 Each communication to be made hereunder shall be made in writing, but, unless otherwise stated, may be made by facsimile, e-mail or registered letter with acknowledgement of receipt.
- 12.2 Any communications to be made by one Party to the other shall (unless such other Party has by fifteen days' written notice to the other specified another address or facsimile number) be made or delivered to the notice address specified herein and shall be deemed to have been made or delivered (in the case of any communication made by facsimile or email) when dispatched (providing that receipt has been confirmed by verifiable transmission report) or (in the case of any communication made by registered letter) on the date written in the acknowledgement of receipt.
- 12.3 Each communication or document made or delivered by pursuant to this Agreement shall be in the English language.

13. U.S. PATRIOT ACT

- 13.1 Seller and Purchaser each represent to the other that: (1) its property interests are not blocked by Executive Order No. 13224, 66 Fed. Reg. 49079; (2) it is not a person listed on the Specially Designated Nationals and Blocked Persons list of the Office of Foreign Assets Control of the United States Department of the Treasury; and (3) it is not acting for or on behalf of any person on that list.

14. UNETHICAL OR ILLEGAL BUSINESS PRACTICES

- 14.1 Purchaser shall not engage, nor be involved in any manner, in any unethical or illegal business practices or transactions with any person of entity. Nor shall Purchaser engage in business with any country, entity, or person that supports terrorism or with which the United States government does not approve conducting business. Without limiting the generality of the foregoing, Purchaser represents and warrants that neither Purchaser nor any person or entity who owns a direct interest in Purchaser, nor any of its subsidiaries, affiliates, directors, officers, agents, or employees is a terrorist, international narcotics trafficker, person engaged in the proliferation of weapons of mass destruction or person with whom Seller may be prohibited from doing business under laws, regulations, or executive orders administered by the Office of Foreign Assets Control ("OFAC») of the U.S. Treasury Department. If any of the foregoing representations is no longer true at any time prior to the Delivery Date, Purchaser shall immediately notify Seller.

IN WITNESS WHEREOF this Agreement has been executed on the day and year first above written.

SIGNED by for and on behalf of
JEGE, Inc.

Address for Notices and Other Communications
c/o Darren K. Indyke,
Darren K. Indyke, PLLC
575 Lexington Avenue, 4th FL
New York, NY 10022
Facsimile: 646-350-0378
Email address: [REDACTED]

SIGNED by for and on behalf of

FJ Turbine Power, Inc.

Address for Notices and Other Communications

Manny Castañedo, Vice President

FJ Turbine Power, Inc.

8195 West 20th Ave

Hialeah, FL 33014

Facsimile: 305-820-8495

Email address: [REDACTED]

SCHEDULE 1

DESCRIPTION AND CONDITION OF EQUIPMENT

Two Pratt & Whitney (2) JT8D-219 Engines, bearing manufacturer's serial number 726121 and 726122 and one (1) Pratt & Whitney JT8D-7B bearing manufacturer's serial number 654373 with Full Boeing 727 QEC, located at the facilities of Stambaugh Aviation in Brunswick, GA

All available historical records within Seller's possession or control in respect of the Equipment

SCHEDULE 2

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

THAT JEGE, Inc. ("Seller"), a Delaware corporation with its address at 103 Foulk Road, Suite 202, Wilmington, DE 19803-3742, is the owner of the full legal and beneficial title (except as set forth below) to the following described Equipment:

- (1) Two Pratt & Whitney (2) JT8D-219 engines, bearing manufacturer's serial number 726121 and 726122 and one (1) Pratt & Whitney JT8D-7B engine bearing manufacturer's serial number 654373.
- (2) all parts, appliances, accessories and other items of equipment which are connected to or installed in the above described engines; and
- (3) all records, logs, operational and technical data and other materials and documents relating to such engines, parts, appliances, accessories and other items of equipment described in clauses (1) and (2) above (the items described in clauses (1) and (2) above and in this clause (3), collectively, the "Equipment")

THAT by, for and in consideration of the payment of \$10.00 (receipt of which is hereby acknowledged by Seller) and for other valuable consideration bargained for and agreed under an Equipment Sale Agreement made September 29, 2016 between Seller and FJ Turbine Power, Inc. ("Buyer"), a Florida corporation with its address at 8195 West 20th Ave, Hialeah FL 33014, Seller did at Brunswick, Georgia on October __, 2016, grant, convey, transfer and sell, deliver and set over all of Seller's right, title and interest in and to the Equipment, unto Buyer by delivery of the same in accordance with and as provided in the above mentioned Engine Sale Agreement.

THAT Seller hereby warrants to Buyer, its successors and assigns, that there was conveyed to Buyer at the time of delivery referred to above, good title to the Equipment, free and clear of all liens, encumbrances and rights of others. Seller agrees with Buyer and its successors and assigns that Seller will warrant and defend such title forever against all claims and demands whatsoever.

EXCEPT FOR SELLER'S WARRANTY HEREIN REGARDING TITLE TO THE EQUIPMENT, THE EQUIPMENT ARE SOLD IN "AS IS WHERE IS" CONDITION AND SELLER MAKES NO WARRANTIES, GUARANTEES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE EQUIPMENT OR ANY PART THEREOF, INCLUDING, BUT NOT LIMITED TO, THE CONDITION, OPERATION AND AIRWORTHINESS THEREOF, AND BUYER HEREBY WAIVES ALL REMEDIES, WARRANTIES AND LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE EQUIPMENT OR ANY PART THEREOF, INCLUDING, BUT NOT LIMITED TO: (1) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, (2) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, (3) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM SELLER'S NEGLIGENCE, ACTUAL OR IMPUTED, (4) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO THE EQUIPMENT, AN AIRCRAFT OR ANY OTHER PROPERTY, FOR LOSS OF USE, REVENUE OR PROFIT WITH RESPECT TO THE EQUIPMENT, AN AIRCRAFT OR ANY OTHER PROPERTY AND (5) ANY LIABILITY OF BUYER TO ANY THIRD PARTY, OR FOR ANY OTHER DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER.

This Bill of Sale is governed by the laws of the State of Florida.

IN WITNESS WHEREOF, Seller has caused this instrument to be executed by its duly authorized officer this ____ day of October, 2016.

SIGNED by for and on behalf of
JEGE, Inc.

SCHEDULE 3

ACCEPTANCE CERTIFICATE

This Acceptance Certificate is hereby executed and delivered by FJ Turbine Power, Inc., a Florida corporation ("Buyer"), with respect to the following described equipment and materials relating thereto (collectively, the "Equipment"):

- (1) Two Pratt & Whitney (2) JT8D-219 engines, bearing manufacturer's serial number 726121 and 726122 and one (1) Pratt & Whitney JT8D-7B engine bearing manufacturer's serial number 654373.
- (2) all parts, appliances, accessories and other items of equipment which are connected to or installed in the above described engines; and
- (3) all records, logs, operational and technical data and other materials and documents relating to such engines, parts, appliances, accessories and other items of equipment described in clauses (1) and (2) above.

With respect to the Equipment, Buyer hereby confirms and acknowledges that all of the terms and conditions set forth in that certain Equipment Sale Agreement dated September ____, 2016 by and between JEGE, Inc., a Delaware corporation, and Buyer (the "Agreement") have been fully performed and satisfied, that the Equipment conforms in every respect with the specifications and requirements set forth in the Agreement, including, but not limited to, Schedule 1 thereto, and in accordance with the provisions of the Agreement, on this ____ day of October, 2016, Buyer unconditionally and irrevocably accepted delivery of title to, possession of, responsibility for, and risk of loss with respect to the Equipment.

Dated this ____ day of October, 2016

SIGNED by
for and on behalf of
FJ Turbine Power, Inc.
