

AIRCRAFT PURCHASE AGREEMENT

THIS AIRCRAFT PURCHASE AGREEMENT (the "Agreement") is made and entered into as of this 27th day of September, 2017, by and between **JEGE, INC.**, a Delaware corporation with an address at 103 Foulk Road, Suite 202, Wilmington, DE 19803-3742 ("**Seller**"), and **CSDS AIRCRAFT SALES & LEASING, INC.**, a _____ with an address at 609 Deep Valley Drive, Suite 200, Rolling Hills Estates, CA 90274 ("**Purchaser**"), with respect to the fuselage, the auxiliary power unit and all equipment, materials, furniture, furnishings, parts, and components that presently exist on and comprise that certain 1969 Boeing 727-31 Aircraft, Serial Number 20115, U.S. Registration Number N908JE, all equipment, materials, furniture, furnishings, parts, and components accompanying said aircraft and all related installation manuals, books and records relating to the same, but only to the extent that the foregoing is specified on Schedule A attached to this Agreement, and specifically excluding any and all aircraft engines and cowls (hereinafter referred to as the "Aircraft").

NOW, THEREFORE, in consideration of the mutual covenants hereafter contained, the parties hereto agree as follows:

1. Seller hereby agrees to sell, assign, transfer and deliver to Purchaser, and Purchaser hereby agrees to purchase from Seller, upon, subject to, and in accordance with the terms and conditions hereinafter set forth, the Aircraft.
2. The sales price for the Aircraft shall be Two Hundred Thousand United States Dollars (U.S. \$200,000.00) (the "**Sales Price**"), payable to Seller by Purchaser net of any and all applicable Transfer Taxes (as defined in Section 17 hereof), if any, which Transfer Taxes, if any, shall be paid by Purchaser in addition to the Sales Price.
3. Within two (2) business days after the execution of this Agreement by both Seller and Purchaser, Purchaser shall remit to Seller, by wire transfer in accordance with wire transfer instructions delivered in writing by Seller to Purchaser, the full amount of the Sales Price, plus any and all applicable Transfer Taxes that may be payable in respect of sale and purchase of the Aircraft at the Delivery Location (as defined in Section 4 hereof), which funds shall be held and retained by Seller against the delivery to Purchaser of the Aircraft and title to the same at the closing of the purchase and sale thereof as hereinafter provided (the "**Closing**").
4. Purchaser has performed a visual inspection of the Aircraft at the facilities of Purchaser in Brunswick, Georgia (the "**Delivery Location**") and acknowledges and agrees that Purchaser is fully satisfied with the condition thereof and accepts the Aircraft in the current "AS-IS, WHERE-IS" and "WITH ALL FAULTS" condition thereof.
5. Purchaser acknowledges and agrees that upon payment of the Sales Price to Seller in accordance with the provisions of Section 3 hereof, the Sales Price and any such additional funds paid in respect of Transfer Taxes due in connection with the purchase and sale of the Aircraft shall become non-refundable and the Closing shall occur on a date, mutually acceptable to Seller and Purchaser, but in no event after than the later of ten (10) business days following the date of such payment and the date on which the FAA issues a new U.S. Registration number for the Aircraft, as described in Section 18 hereof (the "**Closing Date**").
6. Not later than one (1) business day before the Closing Date: (a) Seller shall deliver to Purchaser (i) an FAA Bill of Sale ("FAA Bill of Sale") and warranty Bill of Sale in the form of Exhibit B attached hereto sufficient to convey a clear, free and marketable title to the Aircraft ("Warranty Bill of Sale"), executed by a duly authorized representative of Seller, and (ii) possession of the Aircraft at the Delivery Location; and (b) Purchaser shall (i) deliver to Seller a Delivery Receipt, executed by a duly authorized representative of Purchaser, in the form of Exhibit C attached hereto, to acknowledge acceptance of the tendered delivery of the Aircraft at the Delivery Location (the "**Delivery Receipt**"). To the extent that any Transfer Taxes may be due and payable to any taxing authority in connection with the sale and purchase contemplated hereunder at the Delivery Location, not later than one (1) business day prior to

the Closing Date, each party hereto shall complete any and all Transfer Tax returns and other documents required of such party, executed by a duly authorized representative of such party, and all such returns shall be retained by Seller for filing with the appropriate taxing authorities for the Delivery Location.

7. Risk of loss, damage, or destruction of the Aircraft shall pass from Seller to Purchaser upon delivery by Seller to Purchaser of the FAA Bill of Sale and the Warranty Bill of Sale as provided in Section 6(a) hereof.
8. Seller warrants that it has good and merchantable title to the Aircraft and that, upon delivery of the same by delivery of the FAA Bill of Sale and the Warranty Bill of Sale at the Closing, the Aircraft be free and clear of all liens, claims, and encumbrances.
9. *EXCEPT FOR THE WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE REGARDING THE AIRCRAFT, WHICH IS DELIVERED HEREUNDER IN AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" CONDITION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER DISCLAIMS ALL OTHER WARRANTIES, GUARANTEES OR LIABILITIES, WHETHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY AND ALL OF THE SAME WITH RESPECT TO THE CONDITION OR COMPLETENESS OF THE AIRCRAFT, THE DESIGN THEREOF, THE QUALITY OF WORKMANSHIP OR MATERIALS THEREOF, THE MERCHANTABILITY THEREOF OR FITNESS THEREOF FOR A PARTICULAR PURPOSE.*
10. Neither party hereto shall be liable to the other for any failure to perform (other than with respect to the payment of money) under this Agreement due to force majeure which shall include accidents, acts of God, fire, explosion, riot, looting, civil commotion, failure of machinery or plant, shortages of materials, restrictions by government or any competent authority or any other similar circumstances of whatsoever kind and howsoever caused beyond control of the party claiming the force majeure.
11. Each of Seller and Purchaser agrees to indemnify and forever hold the other harmless from and against any claims for brokers' compensations, fees, or commissions arising out of the indemnifying party's actions.
12. Purchaser 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 Interior and the Interior Records hereunder (except any taxes payable in respect of Seller's income or which relates to the period prior to the Closing) (collectively herein referred to as "**Transfer Taxes**") to any federal or state and/or provincial government or other agency or authority in the jurisdiction in which Purchaser is incorporated or tax resident and any jurisdiction of which such jurisdiction is a part and, if different, the jurisdiction in which the Delivery Location is situated and shall obtain any consents, licenses or authorizations that may be required in connection with the sale and purchase of the Interior and the Interior Records.
13. This Agreement sets forth the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all previous communications, representations, understandings, promises or agreements, whether oral or written, between the parties hereto with respect to the subject matter hereof.
14. This Agreement may be amended only by a written instrument executed by both parties hereto.
15. Seller and Purchaser each warrant to the other that the execution, delivery, and performance of this Agreement has been authorized and approved by all required corporate action, and each of the signatories to this Agreement warrants his authority to so bind the party hereto on behalf of which such signatory has executed this Agreement.
16. This Agreement may be executed in counterparts, each of which shall be deemed an original, and shall be effective when at least one counterpart (even if not the same counterpart) has been executed by each party. Pdf transmission of executed copies of this Agreement shall have the same effect as delivery of executed originals.

17. This contract shall be deemed to have been made in, and governed by, the laws of the State of Delaware.
18. Seller has begun the process with the FAA of changing the U.S. Registration number for the Aircraft from N908JE to another registration number. Closing will take place only after the FAA issues the new U.S. Registration number for the Aircraft.
19. The provisions of Sections 4, 5, 7, 8, 9, 11, 12, 13, 15, 17 and 18 shall survive the Closing of the sale and purchase contemplated by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, the day and year set forth below.

SELLER:

JEGE, Inc.

By: _____
Print: Darren K. Indyke
Title: Vice President
Date: October __, 2017

PURCHASER:

CSDS Aircraft Sales & Leasing, Inc.

By: _____
Print: Benedict Sirimanne
Title: President
Date: October __, 2017

EXHIBIT A

SCHEDULE OF AIRCRAFT AND ACCOMPANYING ITEMS SOLD UNDER THIS AGREEMENT

EXHIBIT B

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

THAT JEGE, Inc., a Delaware corporation with its principal place of business at 103 Foulk Road, Suite 202, Wilmington, DE 19803-3742 ("Seller"), is the sole owner of the full legal title to the following described property:

The fuselage, the auxiliary power unit and all equipment, materials, furniture, furnishings, parts, and components that presently exist on and comprise that certain 1969 Boeing 727-31 Aircraft, Serial Number 20115, U.S. Registration Number N908JE, all equipment, materials, furniture, furnishings, parts, and components accompanying said aircraft and all related installation manuals, books and records relating to the same, but only to the extent that the foregoing are specified on Schedule A attached to that certain Aircraft Purchase Agreement dated as of the 27th day of September, 2017 (the "Aircraft Purchase Agreement") by and between Seller and CSDS Aircraft Sales & Leasing, Inc., a _____ with an address at 609 Deep Valley Drive, Suite 200, Rolling Hills Estates, CA 90274 ("Purchaser"), and specifically excluding any and all aircraft engines and engine cowls (hereinafter referred to as the "Aircraft")

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 the Aircraft Purchase Agreement, Seller does hereby grant, convey, transfer and sell, deliver and set over, as of the date hereof, all of Seller's right, title and interest in and to the Aircraft, unto Purchaser, its successors and assigns, forever, by delivery of this Bill of Sale, and delivery of the Aircraft in accordance with the provisions of the Aircraft Purchase Agreement.

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

EXCEPT FOR THE WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE REGARDING THE AIRCRAFT, WHICH IS DELIVERED HEREUNDER IN AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" CONDITION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER DISCLAIMS ALL WARRANTIES, GUARANTEES OR LIABILITIES, WHETHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMINATION, ANY AND ALL OF THE SAME WITH RESPECT TO THE CONDITION OR COMPLETENESS OF THE AIRCRAFT, THE DESIGN THEREOF, THE QUALITY OF WORKMANSHIP OR MATERIALS THEREOF, THE MERCHANTABILITY THEREOF OR FITNESS THEREOF FOR A PARTICULAR PURPOSE.

THIS Bill of Sale is delivered by Seller to Purchaser in the State of Georgia and is governed by the laws of the State of Delaware.

IN WITNESS WHEREOF, Seller has caused this instrument to be executed by its duly authorized officer this ____ day of _____, 2017.

SIGNED by for and on behalf of
JEGE, Inc.

Name: DARREN K. INDYKE

Title: VICE PRESIDENT

EXHIBIT C

DELIVERY RECEIPT

In accordance with the provisions of Section 6 of that certain Aircraft Purchase Agreement, dated the ___ day of _____, 2017 (the "Purchase Agreement"), by and between JEJE, Inc., a Delaware corporation, as Seller ("Seller"), and CSDS Aircraft Sales & Leasing, Inc., a _____ with an address at 609 Deep Valley Drive, Suite 200, Rolling Hills Estates, CA 90274 ("Purchaser"), acknowledgement is hereby made that the following property:

The fuselage, the auxiliary power unit and all equipment, materials, furniture, furnishings, parts, and components that presently exist on and comprise that certain 1969 Boeing 727-31 Aircraft, Serial Number 20115, U.S. Registration Number N908JE, all equipment, materials, furniture, furnishings, parts, and components accompanying said aircraft and all related installation manuals, books and records relating to the same, but only to the extent that the foregoing are specified on Schedule A attached to the Purchase Agreement, and specifically excluding any and all aircraft engines and cowls (hereinafter referred to as the "Aircraft")

has been delivered as herein provided and is hereby accepted by Purchaser at: Brunswick, Georgia this ____ day of _____, 2017.

Purchaser irrevocably acknowledges and agrees that the Aircraft has been delivered to Purchaser in an "AS-IS, WHERE-IS" and "WITH ALL FAULTS" condition. Purchaser further irrevocably acknowledges and agrees that Seller has complied with all terms and conditions of, and each and every obligation of Seller under, the Purchase Agreement.

PURCHASER ACKNOWLEDGES THAT THE AIRCRAFT IS BEING SOLD AND DELIVERED TO PURCHASER IN "AS-IS, WHERE-IS" AND "WITH ALL FAULTS" CONDITION WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER DISCLAIMS ALL WARRANTIES, GUARANTEES OR LIABILITIES, WHETHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY AND ALL OF THE SAME WITH RESPECT TO THE CONDITION OR COMPLETENESS OF THE AIRCRAFT, THE DESIGN THEREOF, THE QUALITY OF WORKMANSHIP OR MATERIALS THEREOF, THE MERCHANTABILITY THEREOF OR FITNESS THEREOF FOR A PARTICULAR PURPOSE.

CSDS AIRCRAFT SALES & LEASING, INC.

By: _____
Print: Benedict Sirimanne
Title: President