

## **AIRCRAFT PURCHASE AGREEMENT**

THIS AIRCRAFT PURCHASE AGREEMENT (this "**Agreement**") is entered into as of December \_\_\_\_, 2016, by and between ROYAL JET LLC, a United Arab Emirates limited liability company having an address at P.O. Box 60666, Abu Dhabi, United Arab Emirates ("**Seller**"), and PLAN D, LLC, a U.S. Virgin Islands limited liability company having an address at 6100 Red Hook Quarter, B3, St. Thomas, U.S. Virgin Islands 00802 ("**Purchaser**").

### **RECITATIONS:**

Subject to the terms and conditions set forth in this Agreement, Seller desires to sell, transfer, and deliver to Purchaser, and Purchaser desires to purchase from Seller, one used 2000 Boeing BBJ aircraft bearing manufacturer's serial number 30884 and United Arab Emirates registration number A6-DFR, equipped with Engine 1 and Engine 2 (as defined in Section 1.2 hereof) (together, the "**Engines**"), and a Honeywell GTCP 131-9B 3800702-1 auxiliary power unit bearing manufacturer's serial number P-5505 (the "**APU**"), together with all avionics, equipment (including available loose equipment which includes without limitation two auxiliary fuel tanks described on Exhibit A), systems, furnishings and accessories installed on, contained in or attached to said aircraft, the Engines and the APU, all as is more particularly described in Exhibit A, and also including all airframe, engine, auxiliary power unit and accessory logbooks, flight and operation manuals, maintenance and overhaul records, checklists, drawings, and all other records and paperwork in Seller's possession relating to the above-described aircraft, the Engines and the APU (collectively, the "**Aircraft**").

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Purchase Price; Payment; Engines Selection. Seller agrees to sell, and Purchaser agrees to purchase, the Aircraft for a total purchase price of Seventeen Million Five Hundred Thousand U.S. Dollars (US \$17,500,000.00) (the "**Purchase Price**"), which shall be paid as follows:

(a) Purchaser has placed a deposit of One Million U.S. Dollars (US \$1,000,000.00) (the "**Deposit**") with AIC Title Service, LLC, 6350 W. Reno, Oklahoma City, Oklahoma 73127, as escrow agent ("**Escrow Agent**"), which Deposit shall be held in escrow and disbursed in accordance with the terms, conditions and requirements set forth in this Agreement; and

(b) The balance of the Purchase Price in the amount of Sixteen Million Five Hundred Thousand U.S. Dollars (US \$16,500,000.00) (the "**Purchase Price Balance**") shall be paid at the Closing (as hereinafter defined), said Purchase Price Balance to be wire transferred prior to the Closing into the Special Escrow Account (as defined below) of Escrow Agent for its disbursement to Seller at the Closing upon the satisfaction of the conditions and requirements set forth in this Agreement.

1.1 Establishment of Special Escrow Account. The Deposit has been wire transferred to the general escrow account of Escrow Agent maintained at JP Morgan Chase

Bank, N.A., 100 N. Broadway Avenue, Suite 401, Oklahoma City, Oklahoma 73102. Upon the execution of this Agreement, Escrow Agent shall promptly cause the Deposit to be transferred to, and maintained in, a special escrow account at said bank created and maintained solely and exclusively for the purpose of this transaction (the "**Special Escrow Account**"); and Escrow Agent shall thereupon provide Seller and Purchaser with the number of the Special Escrow Account and any other information pertinent thereto. The Deposit shall be held in escrow by Escrow Agent in the Special Escrow Account, and shall be refundable to Purchaser or nonrefundable and payable to Seller in accordance with the express provisions of this Agreement. Escrow Agent shall not place or hold any funds in the Special Escrow Account except for the funds received in connection with the transactions contemplated by this Agreement.

1.2 Engines Selection. For the purposes of this Agreement:

"**Engine 1**" shall mean, at the option of the Purchaser, either: (a) one (1) CFM56-7-B27 engine bearing manufacturer's serial number 876170 ("**E1A**"); or (b) one (1) CFM56-7-B27 engine bearing manufacturer's serial number 888148 ("**E1B**"); and

"**Engine 2**" shall mean one (1) CFM56-7-B27 engine bearing manufacturer's serial number 889151.

In relation to ~~Engine 1, the Engines,~~ Purchaser shall as soon as practicable after the date of this Agreement, ~~carry out~~ arrange for boroscopic examinations to be carried out on each of E1A ~~and~~, E1B and Engine 2 at Purchaser's sole cost and expense at Seller's facility. Within two (2) business days following such boroscopic examinations and prior to commencement of the Pre-Purchase Inspection, Purchaser, to follow the acceptance, technical acceptance and rejection procedures set out in Section 3(h) hereof, shall:

(a) if either of E1A or E1B and Engine 2 is in the Delivery Condition (as such Delivery Condition is applicable to the Engines), notify Seller in writing of its acceptance of either E1A or E1B and Engine 2; or

(b) if either of E1A or E1B and Engine 2 is not in the Delivery Condition (as such Delivery Condition is applicable to the Engines), either:

(i) notify Seller in writing of its technical acceptance of either E1A or E1B and Engine 2 subject to rectification of all Discrepancies noted during the boroscopic examinations; or

(ii) reject the Engines.

Purchaser's acceptance or technical acceptance of either E1A or E1B and Engine 2 pursuant to Sections (a) and (b)(i) above (as applicable) shall be irrevocable and, as part of such acceptance or technical acceptance, Purchaser shall irrevocably select which of E1A and E1B it requires to be installed on the Aircraft and notify Seller in writing of its selection. Following such notification, whichever of E1A and E1B is selected by Purchaser shall irrevocably be considered Engine 1 for the purposes of this Agreement.

The rectification of any Discrepancies required pursuant to Section (b)(i) above shall follow the same process at the same time as for the Aircraft as per Sections 3(i), (j), (k) and (l) hereof.

Upon the rejection of the Engines pursuant to Section b(ii) above, Purchaser shall deliver to Seller a Termination Notice pursuant to Section 3(i)(2) hereof.

2. Condition of the Aircraft.

(a) At the time of Seller's delivery to Purchaser of the Aircraft at the Closing, the Aircraft shall be in the following condition (the "**Delivery Condition**"):

(i) the Aircraft shall be airworthy;

(ii) the Aircraft shall have undergone a completed C1 Inspection as part of the Pre-Purchase Inspection (both as hereinafter defined);

(iii) in addition to and without limiting the requirements of Section 2(a)(ii) hereof, the Aircraft shall be current through the Closing Date (as hereinafter defined) on all due hourly, cycle-based and calendar inspections not otherwise included as part of the C1 Inspection with a compliance date on or before the Closing Date;

(iv) in addition to and without limiting the requirements of Sections 2(a)(ii) and 2(a)(iii) hereof, the Aircraft shall be current through the Closing Date on the manufacturers' recommended maintenance program with all items (including, but not limited to, life limited items) with a compliance date on or before the Closing Date on the maintenance due list complied with and completed, and all components, installed equipment, the Engines, the APU and all systems, including, but not limited to, flight, airworthiness, operating, mechanical, electrical, plumbing and all other systems, operating fully, in good working condition and within the manufacturers' published specifications;

(v) all mandatory Airworthiness Directives (ADs) applicable to the Aircraft issued by the United Arab Emirates General Civil Aviation Authority ("GCAA") or the United States Federal Aviation Administration ("FAA") through and including the Closing and all mandatory Boeing Service Bulletins (SBs) applicable to the Aircraft issued through and including the Closing shall have been complied with and completed prior to Delivery where the same have a compliance date on or before 30 June 2017;

(vi) there shall have been issued by the GCAA with respect to the Aircraft a current, valid Certificate of Airworthiness and Airworthiness Review Certificate (including a Certificate of Release to Service);

(vii) there shall have been issued by the GCAA, in form and substance satisfactory to the FAA, as determined by a duly authorized Designated Airworthiness Representative of the FAA selected by Purchaser in its discretion (the "**DAR**"), an Export Certificate of Airworthiness with respect to the Aircraft (the "**Export Certificate of Airworthiness**");

(viii) the Aircraft shall be free of scratches and dents outside of manufacturer's acceptable tolerances, free of any history of material damage outside of manufacturer's acceptable tolerances and requiring corrective action, and free of any corrosion outside manufacturer's acceptable tolerances;

(ix) the two auxiliary fuel tanks included with the Aircraft and listed on Exhibit A shall have been removed and stored through the date of Closing in accordance with the requirements of the Aircraft's maintenance manuals and be in airworthy condition;

(x) title to the Aircraft shall be free and clear of all liens, claims and encumbrances at the time title is transferred at the Closing, with Seller able to convey good and marketable title to the Aircraft;

(xi) the Aircraft shall have current, complete and continuous logbooks from the date of manufacture to the Closing Date, and with all manuals, data, technical records, task cards and information back-to-manufacturer on all life limited parts of the Aircraft (said logbooks, manuals, data, technical records, task cards, information and any other records relating to the Aircraft hereinafter being referred to as the "**Records**");

(xii) the Aircraft shall be in a condition that the DAR determines will enable the Aircraft to be registered with the FAA and to be issued a U.S. Certificate of Airworthiness immediately following Delivery, including, without limitation, the Records being in substance and a format, and containing all information and data, that the DAR determines fully complies with the requirements of the FAA;

(xiii) the Aircraft shall be in complete conformity with the specifications set forth on Exhibit A attached hereto; and

(xiv) the Aircraft shall be in substantially the same condition as it shall have been in upon completion of the Pre-Purchase Inspection (as such term is hereinafter defined) and after correction of any Discrepancies (as such term is hereinafter defined).

### 3. Pre-Purchase Inspection.

(a) Purchaser, or its agents, shall have a right to perform a pre-purchase inspection of the Aircraft in accordance with this Section 3 at the facility of Etihad Airways

Engineering, Abu Dhabi International Airport, United Arab Emirates (the "**Inspection Facility**"). Seller shall position the Aircraft to the Inspection Facility not later than two (2) business days prior to the Inspection Date (as hereinafter defined).

(b) The Pre-Purchase Inspection will be performed on behalf of Purchaser and at Purchaser's cost and expense in order to determine whether or not the Aircraft conforms to the Delivery Condition as provided in Section 2 of this Agreement.

(c) Purchaser shall cause the Pre-Purchase Inspection to be commenced at the Inspection Facility by not later than December 18, 2016 (unless the Inspection Facility is unavailable, in which case Purchaser shall cause the Pre-Purchase Inspection to be commenced at the Inspection Facility as soon as possible thereafter subject to the availability of the Inspection Facility) (the "**Inspection Date**").

(d) The duration of the Pre-Purchase Inspection shall be limited to thirty (30) days from and including the date on which it commences, unless extended at the request of the Inspection Facility in order to properly complete any portion of the Pre-Purchase Inspection or unless extended by the mutual written agreement of Purchaser and Seller. The scope of the Pre-Purchase Inspection shall be the full C1 inspection described on Exhibit B hereto (the "**C1 Inspection**"), a full boroscopic examination of ~~Engine 2 and~~ the APU (but excluding any further boroscopic examination of the Engines), oil analyses of the Engines and the APU, a power assurance check of the Engines, an in-depth historical records review, and one or more flight tests as described in Section 3(e) below and such other inspections and evaluations as may be requested by the DAR in order to qualify the Aircraft for issuance of a U.S. Certificate of Airworthiness immediately following Delivery provided such other inspections and evaluations are mutually agreed between Seller and Purchaser in writing. Purchaser's representatives shall be entitled to provide non-binding input and participate in the Pre-Purchase Inspection (which participation shall not include actually performing any physical labor required for the Pre-Purchase Inspection), the review and discussion of all items identified as potential Discrepancies in connection with the Pre-Purchase Inspection, and the meetings and discussions related to the corrective action necessary to be implemented with respect to all items ultimately determined to be Discrepancies, subject to the presence of and overall supervision (but not control over the determinations of the Inspection Facility) by Seller's technical representatives. Purchaser shall, at its cost and expense, arrange for the DAR to observe the Pre-Purchase Inspection to the extent the DAR requires such observation. The DAR shall have full access to and be permitted to perform the in-depth historical review of all Records and all records and documentation with respect to the Pre-Purchase Inspection, including all such records and documentation relating to all Discrepancies and corrective actions in connection with such Discrepancies.

(e) During the Pre-Purchase Inspection, Purchaser shall be entitled, at its cost and expense, to conduct an initial flight test not exceeding three (3) hours to be flown by Seller's pilots with up to five (5) representatives of Purchaser, including the DAR, accompanying the flight. At least one of Seller's pilots during the initial and any subsequent flight tests (see below) shall have had substantial experience in the completion of a Boeing BBJ Flight Check. Seller's pilots shall maintain command and control of the Aircraft at all times during each flight test. All procedures to be adopted during such flight test shall be according to the Boeing BBJ Flight Check procedures. In addition to the initial flight test, one or more additional flight tests of such duration as is reasonably necessary or appropriate, at Seller's cost and expense, shall be undertaken if such flight tests are reasonably necessary

to ensure the correction of any Discrepancies discovered during the Pre-Purchase Inspection and are required pursuant to the manufacturer's maintenance manual to enable the release of the Aircraft into service following the correction of any Discrepancies discovered during the Pre-Purchase Inspection. Should such flight tests not be required pursuant to the manufacturer's maintenance manual to enable such release of the Aircraft into service, Purchaser may still, at its option, require one or more additional flight tests of such duration as is reasonably necessary or appropriate if such flight tests are reasonably necessary to ensure the correction of any Discrepancies, but such flight tests shall be at Purchaser's cost and expense.

(f) Purchaser shall take all reasonable steps to procure that the Inspection Facility provides a written inspection report in relation to the Pre-Purchase Inspection (the "**Inspection Report**") to Purchaser and Seller as soon as is reasonably practicable after the completion of the Pre-Purchase Inspection ~~(provided that the Inspection Report is provided, at the latest, within five (5) business days after the completion of the Pre-Purchase Inspection).~~

(g) Purchaser shall, accept, technically accept or reject the Aircraft in accordance with Section 3(h) hereof within five (5) business days after the completion of the Pre-Purchase Inspection and Purchaser's and Seller's receipt of the Inspection Report. If Purchaser fails to so accept, technically accept or reject the Aircraft within such time period, Purchaser shall be deemed to have technically accepted the Aircraft subject to rectification of Discrepancies. Any difference, discrepancy or defect in the Aircraft from any of the Delivery Condition requirements in Section 2 hereof is referred to in this Agreement as a "**Discrepancy**". Cosmetic and non-airworthiness items shall not be considered a Discrepancy (in particular, Purchaser hereby confirms that the condition of the Aircraft's woodwork shall not be considered a Discrepancy and that such woodwork is, in all respects, acceptable to Purchaser). The Inspection Report shall note thereon each Discrepancy found during the Pre-Purchase Inspection (including, without limitation, during the initial test flight) and include written estimates of the costs to repair each Discrepancy so noted.

(h) Purchaser shall:

- (i) if the Aircraft is in the Delivery Condition, accept the Aircraft;
- (ii) if the Aircraft is not in the Delivery Condition, either:
  - (A) technically accept the Aircraft subject to the rectification of all Discrepancies noted during the Pre-Purchase Inspection; or
  - (B) reject the Aircraft.

(i) Purchaser's acceptance, technical acceptance or rejection of the Aircraft pursuant to Section 3(h) hereof shall be evidenced by Purchaser's issuance to Seller of a Certificate of Technical Acceptance (with or without Discrepancies noted thereon) in the form of Exhibit C attached hereto (the "**Certificate of Technical Acceptance**"). If there are one or more Discrepancies which either (1) Seller cannot, refuses to, or fails to, rectify within the period required in accordance with Section 3(j) hereof, or (2) cause Purchaser to reject the Aircraft in accordance with Section 3(h)(ii)(B) hereof, Purchaser shall deliver to Seller written notice of Purchaser's termination of this Agreement (a "**Termination Notice**").

(j) If Purchaser has issued the Certificate of Technical Acceptance with Discrepancies noted thereon in accordance with Section 3(i) hereof, then, unless otherwise agreed between Seller and Purchaser, Seller shall either:

- (A) if the cost and expense of rectifying the Discrepancies is not more than Five Hundred Thousand U.S. Dollars (US \$500,000.00) (the "**Threshold**"), at Seller's cost and expense, arrange for such Discrepancies to be rectified at the Inspection Facility as soon as reasonably practicable after receipt of Purchaser's signed Certificate of Technical Acceptance but in any event within ninety (90) days after receipt thereof, or by such later date as may hereafter be agreed between Seller and Purchaser (the "**Completion Deadline**"); or
- (B) if the cost and expense of rectifying the Discrepancies is more than the Threshold, by notice to Purchaser within five (5) business days following Seller's receipt from Purchaser of the Certificate of Technical Acceptance, Seller shall give Purchaser notice of Seller's election to either:
  - (1) at Seller's cost and expense, arrange for such Discrepancies to be rectified at the Inspection Facility as soon as reasonably practicable after receipt of Purchaser's signed Certificate of Technical Acceptance but in any event by the Completion Deadline; or
  - (2) elect not to arrange for such Discrepancies to be rectified (a "**Refusal Notice**").

(k) If Purchaser has issued a Termination Notice in accordance with Section 3(i) or if Purchaser has issued the Certificate of Technical Acceptance in accordance with section 3(i) but Seller issues a Refusal Notice to Purchaser, or Seller fails to rectify any Discrepancies as required in accordance with Section 3(i), Escrow Agent shall refund the Deposit and the Purchase Price Balance, if already received, to Purchaser, whereupon all further obligations of Seller and Purchaser pursuant to this Agreement shall cease; provided, however, that if Purchaser has issued the Certificate of Technical Acceptance in accordance with Section 3(i) and the cost to Seller to rectify the Discrepancies noted thereon is not more than the Threshold, but Seller issues a Refusal Notice to Purchaser, or Seller fails to rectify such Discrepancies within such period, then in addition to the refund of the Deposit and the Purchase Price Balance, if already received, Seller shall promptly reimburse Purchaser for all of Purchaser's reasonably incurred properly documented costs and expenses in conducting the Pre-Purchase Inspection (including, without limitation, the costs and expenses of the DAR and the costs and expenses of the initial flight test).

(l) If Purchaser accepts or technically accepts the Aircraft, as evidenced by either Purchaser's execution and delivery of the Certificate of Technical Acceptance to Seller pursuant to Section 3(i) hereof or by Purchaser's failure to accept, technically accept or reject the Aircraft within five (5) business days after the completion of the Pre-Purchase Inspection and Purchaser's and Seller's receipt of the Inspection Report pursuant to Section 3(g) hereof, the Deposit shall become nonrefundable to Purchaser except as provided in Section 11(b) below and subject to Seller's causing to be corrected at Seller's sole cost and expense at the

Inspection Facility all of the Discrepancies noted in Purchaser's Certificate of Technical Acceptance.

4. International Registry. At least one (1) day prior to the Closing, Seller and Purchaser each, at its own cost and expense, shall have obtained approval on the International Registry at <https://www.internationalregistry.aero> to be a Transacting User Entity and such approvals shall be a condition precedent to the Closing. Prior to the Closing, Seller and Purchaser shall each designate Escrow Agent as Seller's and Purchaser's Professional User Entity for purposes of requesting and providing consent to the registration of a searchable Contract of Sale (Bill of Sale) evidencing the transfer of title to the Aircraft from Seller to Purchaser.

5. Closing and Delivery.

(a) The closing of the transactions contemplated by this Agreement (the "**Closing**") and the delivery of the Aircraft to Purchaser shall take place at Abu Dhabi International Airport, United Arab Emirates or at such other place as the parties hereto may subsequently agree upon in writing (the "**Closing Place**"), within three (3) business days after the Completion Deadline, unless the parties hereto subsequently agree upon a later date in writing (the "**Closing Date**"). Seller and Purchaser hereby acknowledge that the passing of title, possession and delivery of the Aircraft shall take place within the state in which the Closing Place is located.

(b) Prior to the Closing, the following deliveries shall be made to Escrow Agent by the responsible party indicated:

(i) On or before the Closing Date, Seller shall deliver the following to Escrow Agent:

(A) A Warranty Bill of Sale in the form attached hereto as Exhibit D transferring title to the Aircraft to Purchaser duly executed by an officer or manager of Seller, with his or her title shown, but undated (the "**Warranty Bill of Sale**"); and

(B) An FAA Bill of Sale for the Aircraft duly executed by an officer or manager of Seller, with his or her title shown, but undated (the "**FAA Bill of Sale**").

(ii) On or before the Closing Date, Purchaser shall deliver or cause to be delivered to Escrow Agent the following:

(A) The Purchase Price Balance, which Purchase Price Balance shall be wire transferred into the Special Escrow Account of Escrow Agent in accordance with wire transfer instructions to be provided to Purchaser by Escrow Agent prior to the Closing Date; and

(B) A copy of an insurance certificate evidencing compliance with Section 14 hereto.

(iii) In addition to the documents described above, Seller and/or Purchaser may deliver or cause to be delivered to Escrow Agent such other documents and with such instructions as may be subsequently agreed upon in writing by the parties hereto and Escrow Agent.

The documents described in subparagraphs (i), (ii) and (iii) of this Section 5(b) are hereinafter referred to collectively as the "**Escrow Documents**".

(c) Prior to the Closing Date, Seller shall make an application to the GCAA for the Export Certificate of Airworthiness. Seller shall bear all costs and expenses in doing the same. Seller and Purchaser shall consult with one another for the purposes of obtaining the Export Certificate of Airworthiness.

(d) Prior to the Closing Date, each of Seller, Purchaser and Escrow Agent shall notify each of the others in writing (either by correspondence or e-mail) of the name or names and telephone number of each representative of the respective parties hereto which is to participate in the conference call to be conducted in connection with the Closing (hereinafter the "**Closing Conference Call**"). The Closing Conference Call shall be originated by Purchaser on the Closing Date at a time to be agreed between Purchaser and Seller, so as to complete the Closing, including the filing of the Escrow Documents with the FAA Registry in Oklahoma City, Oklahoma, prior to the closing of that office on the Closing Date.

(e) At the Closing, and after the representatives of each of Seller, Purchaser and Escrow Agent have each announced their attendance on the Closing Conference Call, provided that all of the requirements of Sections 5(b), (c) and (d) have been complied with, then the following shall occur:

(i) If the records of the International Registry do not reflect the registration of any liens, claims or encumbrances against the Aircraft, and there are no registrations on the International Registry reflecting ownership of the Aircraft or any part thereof in the name of any third party, and Escrow Agent has not otherwise received notice of any other bona fide lien, claim or encumbrance asserted by any third party with respect to the Aircraft, then Escrow Agent shall so advise the participants on the Closing Conference Call and then, but only then, Escrow Agent shall immediately wire the Purchase Price to Seller in accordance with wire transfer instructions which shall be provided to Escrow Agent by Seller prior to the Closing Date. As promptly as possible, Escrow Agent shall obtain and provide the participants with the Federal Reference Number for said wire and, immediately thereafter, Seller shall procure the filing of an application for the deregistration of the Aircraft at the GCAA in the United Arab Emirates and request the GCAA to deregister the Aircraft from the GCAA Aircraft Register and transmit the Deregistration Telex to the FAA. Seller shall cause the GCAA to provide a copy of the Deregistration Telex to Escrow Agent if possible, or, if not, Seller shall provide said copy to Escrow Agent. In addition, Seller shall release the Export Certificate of Airworthiness to Purchaser or its order, and Escrow Agent shall date the signed but undated Warranty Bill of Sale and FAA Bill of Sale and file the signed and dated FAA Bill of Sale and any other necessary Escrow Documents with the FAA Registry for recordation and, upon doing so, shall

then notify each of the participants on the Closing Conference Call of the time of filing of each such Escrow Document. Escrow Agent shall also email to Purchaser a pdf of the signed and dated Warranty Bill of Sale and the signed and dated FAA Bill of Sale. Immediately following the above, the following shall occur at the Closing Place:

(Y) Seller's representative shall deliver possession of the Aircraft to Purchaser; and

(Z) Purchaser shall complete, execute and deliver to Seller a Delivery Receipt in the form attached hereto as Exhibit E.

(ii) Immediately following the above, Escrow Agent, as the Professional User Entity for each of Seller and Purchaser, shall electronically initiate and consent to the registrations with the International Registry of the interests created by the Warranty Bill of Sale (the same being referred to as a contract of sale for purposes of the International Registry) with respect to the Aircraft.

(f) Following completion of the Closing as prescribed above, Escrow Agent shall mail the hard copy original of the Warranty Bill of Sale to Purchaser at an address specified by Purchaser.

(g) If all of the conditions and requirements specified in this Section 5 are not satisfied on or before the Closing Date (or such later date as Seller and Purchaser may agree upon in writing and provide to Escrow Agent), then, except as otherwise expressly provided in this Agreement, Escrow Agent shall do the following:

(i) Escrow Agent shall return to Seller those Escrow Documents theretofore delivered to Escrow Agent by Seller and any other documents which may be held on behalf of Seller by Escrow Agent, and Escrow Agent shall return to Purchaser those Escrow Documents theretofore delivered to Escrow Agent by Purchaser and any other documents which may be held by Escrow Agent on behalf of Purchaser;

(ii) If earlier received by Escrow Agent, the Purchase Price Balance shall be returned to Purchaser, or otherwise handled in accordance with Purchaser's instructions to Escrow Agent; and

(iii) Escrow Agent shall retain the Deposit until Seller and Purchaser furnish Escrow Agent with a written agreement which gives Escrow Agent instructions for payment of said funds or, if Escrow Agent is not furnished with such a written agreement, Escrow Agent shall retain the Deposit until Escrow Agent is ordered to pay said funds in accordance with the final order of a court of competent jurisdiction.

If Closing occurs on or before December 31<sup>st</sup>, 2016, the Purchase Price shall be reduced by One Hundred Thousand U.S. Dollars (US \$100,000.00).

6. Fee of Escrow Agent. The fee of Escrow Agent (which fee also includes any out-of-pocket expenses incurred by Escrow Agent) for performing its duties

specified herein shall be in the amount of Fifteen Thousand U.S. Dollars (US \$15,000.00), and shall be paid by Purchaser and Seller in equal portions of Seven Thousand Five Hundred U.S Dollars (\$7,500.00) each. Their respective portions of said fee shall be paid by them to Escrow Agent as and when required by Escrow Agent. In addition to its duties specified above, the duties of Escrow Agent shall also include (a) delivering a written preliminary title and lien report with respect to the Aircraft's airframe, the Engines and the APU, and also a written post-closing title and lien report with respect to the same to each of Purchaser and Seller, and (b) as Seller's and Purchaser's Professional User Entity, making registrations with the International Registry of the Warranty Bill of Sale (Contract of Sale) with respect to the transfer of title to the Aircraft from Seller to Purchaser, and obtaining and providing Seller and Purchaser with post-closing Priority Search Certificates issued by the International Registry with respect to the Aircraft.

7. Taxes.

(a) Seller warrants that there are no outstanding or delinquent taxes or duties attributable to the Aircraft as of the Closing Date. Seller shall be responsible for and shall pay, or reimburse Purchaser for, any and all excise, gross receipts, use, personal property, transfer or similar taxes, assessments or duties, including interest or penalties imposed thereon, and any costs incurred in defense of the nonpayment thereof, including reasonable attorney's fees and expenses, arising out of, or incurred in connection with the use, ownership, possession, maintenance or operation of the Aircraft prior to the Closing including, without limitation, any income, capital gains or other similar taxes based on the income of Seller or personal property or other similar taxes assessed or based upon Seller's ownership or use of the Aircraft.

(b) Purchaser shall be responsible for and shall pay, or reimburse Seller for, any and all sales, excise, gross receipts, use, personal property, transfer or similar taxes, assessments or duties including interest or penalties imposed thereon and any costs incurred in defense of the nonpayment thereof, including reasonable attorney's fees and expenses, arising out of, or incurred in connection with, the sale and delivery of the Aircraft to Purchaser or the use, ownership, possession, maintenance or operation of the Aircraft after the Closing, but specifically excluding any income, capital gains or other similar taxes based on the income of Seller or personal property or other similar taxes assessed or based upon Seller's ownership or use of the Aircraft prior to the Closing.

(c) The provisions of this Section 7 shall survive Closing.

8. Seller's Representations and Warranties. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall survive the Closing:

(a) To the best of Seller's knowledge, all Records and all entries thereon are true, correct, complete and up to date;

(b) Seller has good and marketable title to the Aircraft and on the Closing Date Seller will convey to Purchaser good and marketable title to the Aircraft free and clear of any and all leases, liens, claims, rights to purchase and encumbrances of any kind or nature.

(c) Seller is duly organized, existing and in good standing under the laws of the United Arab Emirates and has full power and authority to execute and deliver this Agreement, to transfer title of the Aircraft to Purchaser, and to perform all of the other actions contemplated hereby, and this Agreement does not conflict with, result in a breach of, constitute a default under or result in the creation of a lien or encumbrance under, any other agreement or instrument to which Seller is a party or all or any portion of the Aircraft is subject.

(d) There are no judgments, actions, suits, claims or legal, administrative, arbitration or other proceedings or governmental investigations or examinations pending or threatened or injunctions or orders entered, pending or threatened against Seller or its members or managers or its business, property or assets (including, without limitation, the Aircraft), at law or in equity, before or by any national, federal, state, municipal or other governmental department, court, commission, board, bureau, agency or instrumentality, domestic or foreign, to restrain or prohibit the consummation of the transactions contemplated hereby or to obtain damages which if decided adversely would adversely affect the ability of Seller to consummate the transactions provided for in this Agreement.

9. Purchaser's Representations and Warranties. Purchaser hereby represents and warrants to Seller as follows, which representations and warranties shall survive the Closing:

(a) Purchaser is duly organized, existing and in good standing under the laws of the U.S. Virgin Islands and has full power and authority to execute and deliver this Agreement, to purchase the Aircraft from Seller, and to perform all of the other actions contemplated hereby, and this Agreement does not conflict with, result in a breach of or constitute a default under any other agreement or instrument to which Purchaser is a party.

(b) There are no judgments, actions, suits, claims or legal, administrative, arbitration or other proceedings or governmental investigations or examinations pending or threatened or injunctions or orders entered, pending or threatened against Purchaser or its members or managers or its business, property or assets, at law or in equity, before or by any national, federal, state, municipal or other governmental department, court, commission, board, bureau, agency or instrumentality, domestic or foreign, to restrain or prohibit the consummation of the transactions contemplated hereby or to obtain damages which if decided adversely would adversely affect the ability of Purchaser to consummate the transactions provided for in this Agreement.

10. LIMITATION OF WARRANTIES. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLER SET FORTH IN SECTION 8 HEREOF, ELSEWHERE IN THIS AGREEMENT OR IN THE WARRANTY BILL OF SALE (THE "**EXPRESS CONTRACT WARRANTIES**"), THE AIRCRAFT AND EACH PART THEREOF IS BEING SOLD TO PURCHASER HEREUNDER IN ITS "AS IS, WHERE IS" CONDITION AND "WITH ALL FAULTS" EFFECTIVE AT THE CLOSING. EXCEPT FOR THE EXPRESS CONTRACT WARRANTIES, NEITHER SELLER NOR ITS AGENTS, REPRESENTATIVES OR EMPLOYEES MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER TO PURCHASER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMER OF REPRESENTATIONS AND WARRANTIES, THERE IS (I) NO

WARRANTY BY SELLER, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES AS TO THE DESCRIPTION, AIRWORTHINESS OR PHYSICAL CONDITION OF THE AIRCRAFT, (II) NO IMPLIED WARRANTY BY SELLER, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES OF MERCHANTABILITY, VALUE, CONDITION, DESIGN, OPERATION OR FITNESS FOR A PARTICULAR PURPOSE OF THE AIRCRAFT, (III) NO IMPLIED WARRANTY BY SELLER, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, AND (IV) NO WARRANTY BY SELLER, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES AGAINST PATENT INFRINGEMENT OR THE LIKE. IN NO EVENT SHALL EITHER PARTY HERETO BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND.

11. Breaches and Remedies.

(a) Failure by Purchaser to pay the Purchase Price at Closing in accordance with this Agreement, or any other failure or refusal by Purchaser to perform any of its obligations under this Agreement after notice of the same from Seller and an opportunity to cure the same within five (5) days after receipt of such notice, or any material misrepresentation by Purchaser pursuant to this Agreement, as a result of which the Closing does not take place, shall, upon the actual or offered performance by Seller of all its obligations hereunder, constitute a breach of this Agreement by Purchaser and the parties hereto expressly agree that in the event of such breach, the Deposit shall be forfeited by Purchaser, and the Deposit shall be distributed by Escrow Agent to Seller as liquidated damages. Purchaser and Seller hereby agree that actual damages, if any, to Seller would be speculative and difficult to ascertain, and the Deposit shall serve as complete liquidated damages to Seller, and that the Deposit amount is a reasonable forecast of Seller's actual damages in such event, and Purchaser shall have no further or other liability in connection herewith. The foregoing remedy shall be Seller's sole and exclusive remedy, all other remedies, including but not limited to direct monetary damages, as well as incidental and consequential damages, being hereby WAIVED by Seller, and Purchaser shall have no further or other liability in connection with such breach. The limitation of Seller's remedies as set forth in this Section 11(a) shall not be construed to limit or otherwise adversely affect Seller's post-closing remedies, should the Closing occur, for breach of any express warranties by Purchaser set forth in this Agreement or the breach of any post-closing obligations of Purchaser set forth in this Agreement.

(b) Failure by Seller to deliver to Purchaser in accordance with this Agreement the Aircraft in the Delivery Condition, or to deliver in accordance with this Agreement the Warranty Bill of Sale, the FAA Bill of Sale, or any other Closing documents required hereby, or any other failure or refusal by Seller to perform any of its obligations under this Agreement after notice of the same from Purchaser and an opportunity to cure the same within five (5) days after receipt of such notice, or any material misrepresentation by Seller pursuant to this Agreement, as a result of which the Closing does not take place, shall, upon the actual or offered performance by Purchaser of all of its obligations hereunder, constitute a breach of this Agreement by Seller. The parties hereto expressly agree that in the event of such breach, Purchaser shall be entitled to the immediate return of the Deposit and, if already delivered to Escrow Agent, the Purchase Price Balance, and the return and the reimbursement of Purchaser's costs and expenses as provided for in Section 3(k) hereof. The foregoing remedies, including those set forth in Section 3(k) hereof, shall be Purchaser's sole

and exclusive remedies, all other remedies, including but not limited to direct monetary damages, as well as incidental and consequential damages, being hereby WAIVED by Purchaser, and Seller shall have no further or other liability in connection with such breach. The limitation of Purchaser's remedies as set forth in this Section 11(b) shall not be construed to limit or otherwise adversely affect Purchaser's post-closing remedies, should the Closing occur, for breach of Seller's title warranties and other Express Contract Warranties or the breach of any post-closing obligations of Seller set forth in this Agreement.

(c) Anything to the contrary provided in this Section 11 notwithstanding, if either party hereto commences a legal proceeding to enforce any of the terms of this Agreement, the prevailing party in such action shall also have the right to recover reasonable attorneys' fees and costs from the other party to be fixed by the court in the same action, notwithstanding the limitations in Sections 11(a) and 11(b) above.

## 12. Performance, Force Majeure and Risk of Loss.

(a) In the event that the Aircraft is destroyed or damaged prior to the Closing Date, this Agreement may be terminated in its entirety by either party without liability to the other party, except that the Deposit and the Purchase Price Balance, if already delivered to Escrow Agent, shall be promptly refunded to Purchaser.

(b) Neither Seller nor Purchaser shall be responsible for any delay beyond the Closing Date due to any cause beyond its control, including but not limited to the following causes: civil wars, insurrections, strikes, riots, fires, floods, explosions, earthquakes, any act of government or governmental priorities, allocations, regulation, or orders affecting materials, act of God, or the public enemy, failure of transportation, epidemics, or labor trouble causing slowdown or interruption of work.

(c) Exclusive care, custody and control of the Aircraft and all risks of loss, damage or destruction to the Aircraft and any other property sold hereunder from any cause whatsoever, including but without limiting the generality of the foregoing, risks of damage to or loss or destruction of the Aircraft and liability to third parties for property damages, personal injury or death, shall pass to and be assumed by Purchaser upon the dating of the signed but undated Warranty Bill of Sale and the FAA Bill of Sale by Escrow Agent and delivery of the Aircraft to Purchaser in accordance with the provisions of this Agreement. Upon delivery of the Aircraft in accordance with the provisions of this Agreement, Purchaser shall assume and, effective as of the completion of the Closing, hereby assumes, all responsibility in connection with the Aircraft and all risks incident to ownership, maintenance, repair, use and modification thereof.

## 13. Assignment of Warranties.

To the extent that they are assignable, Seller agrees that all existing and unexpired manufacturers' warranties and other warranties pertaining to the Aircraft are hereby assigned to Purchaser effective as of the completion of the Closing. Seller shall, at Purchaser's cost and expense, use its reasonable efforts to assist Purchaser in maintaining continuity of such warranties for Purchaser's benefit and, at the request of Purchaser, give written notice of each assignment to the relevant counterparty and use its reasonable efforts to procure acknowledgment of such notice and to obtain the counterparty's consent to such assignment.

14. Insurance and Indemnity.

(a) Purchaser undertakes that with effect from Closing and for the next two (2) years following Closing to maintain or procure in respect of the Aircraft third party, passenger, baggage, cargo, mail and aviation general third party (including products and war and allied risks) legal liability insurance for a combined single limit (bodily injury/property damage) of ~~{•} U.S. Dollars (US-\${•})~~ an amount standard in the international insurance market for aircraft of the same type as the Aircraft any one occurrence, but in the aggregate in respect of products and war and allied risks legal liability. Such insurance shall: (i) include Seller and its shareholders, members, officers, directors, employees, servants, representatives and agents as additional insured ("**Seller Indemnitee(s)**"); (ii) provide that such insurance shall operate in all respects as if a separate policy had been issued covering each party insured thereunder. Notwithstanding the foregoing, the total liability of insurers in respect of any and all insureds shall not exceed the limits of liability stated in the policy(ies); (iii) provide that such insurance shall be primary and without right of contribution from any other insurance which may be available to the Seller Indemnitees; (iv) provide that the coverage afforded to each Seller Indemnitee by such insurance shall not be invalidated by any act or omission (including misrepresentation and non-disclosure) of any other person or party which results in a breach of any term, condition or warranty of the policy(ies) provided that the Seller Indemnitee so protected has not caused, contributed to or knowingly condoned the said act or omission; (v) provide that the Seller Indemnitee(s) shall have no responsibility for premium and insurers shall waive any right of set off or counterclaim against the Seller Indemnitee(s); and (vi) provide that the coverage afforded by such insurance may only be cancelled or materially altered in a manner adverse to the Seller Indemnitee(s) by the giving of not less than thirty (30) days (seven (7) days or such lesser period as may be available in respect of war and allied perils) notice in writing to Seller. Purchaser shall produce to Seller at Closing (and on each insurance renewal date for two (2) years following Closing) an insurance certificate evidencing compliance with this Section 14(a).

(b) Except for matters attributable to the gross negligence or wilful misconduct of Seller, Purchaser agrees to indemnify and hold harmless the Seller Indemnitees from and against all losses, costs, expenses, payments, charges, demands, liabilities, claims, actions, proceedings, penalties, fines, damages, judgments orders or other sanctions relating to, or arising directly or indirectly in any manner or for any cause or reason whatsoever out of, the condition, testing, delivery, design, manufacture, purchase, import, export, registration, ownership, possession, control, leasing, sub-leasing, operation, use, insurance, maintenance, repair, refurbishment, service, storage, modification, overhaul, replacement, removal or disposal of the Aircraft, or loss of or damage to the Aircraft after the transfer of title in the Aircraft from Seller to Purchaser pursuant to this Agreement, or otherwise in connection with the Aircraft or relating to loss or destruction of or damage to any property, or death or injury of, or other loss of whatsoever nature suffered by, any person caused by, relating to, or arising from or out of (in each case whether directly or indirectly) any of the foregoing matters at any time after the transfer of title in the Aircraft from Seller to Purchaser pursuant to this Agreement.

(c) Except for matters attributable to the gross negligence or wilful misconduct of Purchaser, Seller agrees to indemnify and hold harmless the Purchaser from

~~† Note: Purchaser to confirm this amount.~~

and against all losses, costs, expenses, payments, charges, demands, liabilities, claims, actions, proceedings, penalties, fines, damages, judgments orders or other sanctions relating to, or arising directly or indirectly in any manner or for any cause or reason whatsoever out of, the condition, testing, delivery, design, manufacture, purchase, import, export, registration, ownership, possession, control, leasing, sub-leasing, operation, use, insurance, maintenance, repair, refurbishment, service, storage, modification, overhaul, replacement, removal or disposal of the Aircraft, or loss of or damage to the Aircraft prior to the transfer of title in the Aircraft from Seller to Purchaser pursuant to this Agreement, or otherwise in connection with the Aircraft or relating to loss or destruction of or damage to any property, or death or injury of, or other loss of whatsoever nature suffered by, any person caused by, relating to, or arising from or out of (in each case whether directly or indirectly) any of the foregoing matters at any time prior to the transfer of title in the Aircraft from Seller to Purchaser pursuant to this Agreement.

15. Other Matters.

(a) Neither party hereto may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party.

(b) Except as expressly provided herein, the provisions of this Agreement which by their terms are to be performed and observed after the Closing, and the several representations, warranties and agreements of the parties hereto herein contained, shall survive the Closing.

(c) This Agreement sets forth the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements, arrangements and understandings relating to the subject matter hereof. No representation, promise, inducement or statement of intention has been made by either party which is not embodied in this Agreement, and neither party shall be bound by, or be liable for, any alleged representation, promise, inducement, or statement of intention not embodied herein.

(d) This Agreement may be executed in one or more counterparts, and all such counterparts shall constitute one and the same instrument.

(e) No modification or amendment of this Agreement shall be binding unless it is in writing and signed by each of the parties hereto.

(f) All notices required or permitted hereunder shall be in writing and, except as may otherwise be provided herein, shall be deemed to be given when delivered personally, or within three (3) business days after mailing, if mailed by courier, return receipt requested, postage prepaid, or on the date of transmission, if sent by e-mail (and written confirmation of receipt is provided), addressed to the other party for whom it is intended at the address or email address set forth below, or to such other address as may hereafter be designated in writing by either party hereto to the other party hereto:

If to ~~Purchaser~~Seller:

Royal Jet LLC  
P.O. Box 60666  
Abu Dhabi, United Arab Emirates

Attention: Ashok Kumar  
Email: akumar@royaljetgroup.com

With a copy to:

Clyde & Co LLP  
Level 15, Rolex Tower  
Sheikh Zayed Road  
PO Box 7001  
Dubai  
United Arab Emirates  
Attention: Michael Nelson  
Email: Michael.Nelson@clydeco.ae

If to ~~Seller~~[Purchaser](#):

Plan D, LLC  
6100 Red Hook Quarter, B3  
St. Thomas, USVI 00802  
Attention: Larry Visoksi, Manager  
Email: lvjet@aol.com

With a copy to:

Darren K. Indyke  
Darren K. Indyke, PLLC  
575 Lexington Avenue, 4<sup>th</sup>  
New York, New York 10022  
Email: dkiesq@aol.com

(g) Any signatures on this Agreement may be transmitted via e-mail (in pdf format), which signatures shall be deemed originals for all purposes if transmitted in accordance with Section 15(f) above.

(h) Neither any failure nor any delay on the part of either party hereto in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial waiver or exercise of any right hereunder preclude any other future single or partial waiver or exercise of any right hereunder. No waiver hereof shall be effective unless it is writing signed by the party hereto to be charged with the same and then it shall only be effective as to the specific matter and in the specific instance stated in such writing.

(i) The descriptive headings of the several sections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

(j) All terms, covenants and conditions contained herein are, and shall be, binding upon, and inure to the benefit of, the respective parties hereto and their respective legal representatives, successors and permitted assigns.

(k) This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or

claims) will be governed by and construed in accordance with the laws of England and Wales. The parties hereto irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims)

(l) If any clause, provision or section of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable for any reason whatsoever, such invalidity or unenforceability shall not in itself affect the remaining clauses, provisions and sections hereof, so long as the rights or obligations of the parties hereto shall not be materially and adversely affected thereby.

(m) All payments provided for in this Agreement are to be made in United States Dollars.

(n) In connection with any litigation arising out of this Agreement, the prevailing party in such litigation shall be entitled to recover all reasonable costs incurred therein from the other party, including, without limitation, reasonable attorney's fees.

(o) A person who is not a party hereto has no right to enforce or enjoy the benefit of any term of this Agreement.

(Signature Blocks Appear on Following Pages)

IN WITNESS WHEREOF, the parties to this Aircraft Purchase Agreement have caused it to be executed by their duly authorized representatives.

SELLER:

ROYAL JET LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PURCHASER:

PLAN D, LLC

By: \_\_\_\_\_

Name: Larry Visoki

Title: Manager

\_\_\_\_\_

AIC Title Service, LLC hereby acknowledges receipt of the Deposit in the amount of \$1,000,000.00 USD and an executed copy of this Aircraft Purchase Agreement, and agrees to hold and dispose of the Deposit and, if received by it, the Purchase Price Balance and to perform the other duties specified in the various provisions of this Agreement in accordance with said provisions, including, without limitation, the provisions of Sections 1.1, 3, 4, 5, 6 and 11 hereof.

Dated this \_\_\_\_\_ day of December, 2016.

AIC TITLE SERVICE, LLC

By: \_\_\_\_\_

Name:

Title:

**EXHIBIT A~~2~~**

**TO**

**AIRCRAFT PURCHASE AGREEMENT**

**BY AND BETWEEN ROYAL JET LLC AND PLAN D, LLC**

**DATED DECEMBER \_\_, 2016**

**Aircraft Specifications**

(See Attached)

~~**2 Note:** Spec sent to Purchaser directly by Royal Jet.~~

**EXHIBIT B3**

**TO**

**AIRCRAFT PURCHASE AGREEMENT**

**BY AND BETWEEN ROYAL JET LLC AND PLAN D, LLC**

**DATED DECEMBER \_\_, 2016**

**Scope of C1 Inspection**

(See Attached)

~~**Note:** Scope sent to Purchaser directly by Royal Jet.~~

**EXHIBIT C**

**TO**

**AIRCRAFT PURCHASE AGREEMENT**

**BY AND BETWEEN ROYAL JET LLC AND PLAN D, LLC**

**DATED DECEMBER \_\_, 2016**

**Certificate of Technical Acceptance**

**2000 Boeing BBJ**

**Manufacturer's Serial No. 30884**

**UAE Registration No. A6-DFR**

Pursuant to provisions of Section 3(f) of the Aircraft Purchase Agreement dated December \_\_, 2016 (the "**Agreement**") by and between Royal Jet LLC, a United Arab Emirates limited liability company ("**Seller**"), and Plan D, LLC, a U.S. Virgin Islands limited liability company ("**Purchaser**"), Purchaser hereby confirms that Purchaser has completed its Pre-Purchase Inspection of the Aircraft (as defined in the Agreement) in accordance with the provisions of the Agreement on the date written below, and Purchaser has (check one):

\_\_\_\_\_ Accepted the Aircraft as is.

\_\_\_\_\_ Technically accepted the Aircraft subject to Seller's rectifying the Discrepancies (as defined in the Agreement) itemized on the attachment to this Certificate of Technical Acceptance.

\_\_\_\_\_ Rejected the Aircraft, and this shall constitute Purchaser's Termination Notice (as defined in the Agreement).

PLAN D, LLC

By: \_\_\_\_\_

Name: Lawrence Visoski

Title: Manager

Date: \_\_\_\_\_

**EXHIBIT D**

**TO**

**AIRCRAFT PURCHASE AGREEMENT**

**BY AND BETWEEN ROYAL JET LLC AND PLAN D, LLC**

**DATED DECEMBER \_\_, 2016**

**Warranty Bill of Sale**

(See Attached)

## WARRANTY BILL OF SALE

The undersigned, ROYAL JET LLC, a United Arab Emirates limited liability company ("**Seller**"), is the owner of the full legal and beneficial title in and to that certain used 2000 Boeing BBJ aircraft bearing manufacturer's serial number 30884, and formerly registered with the General Civil Aviation Authority of the United Arab Emirates with the registration number A6-DFR, equipped with two CFM56-7-B27 engines bearing manufacturer's serial numbers [876170] / [888148] and 889151 (the "**Engines**"), and a Honeywell GTCP 131-9B 3800702-1 auxiliary power unit bearing manufacturer's serial number P-5505 (the "**APU**"), together with all avionics, equipment (including available loose equipment which includes without limitation the two auxiliary fuel tanks described on Exhibit A hereto), systems, furnishings and accessories installed on, contained in or attached to said aircraft, the Engines and the APU, and also including all airframe, engine, auxiliary power unit and accessory logbooks, flight and operation manuals, maintenance and overhaul records, checklists, drawings, and all other records and paperwork in Seller's possession relating to the above-described aircraft, the Engines and the APU (collectively, the "**Aircraft**").

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller, Seller does hereby grant, bargain, sell, convey, transfer and deliver unto Purchaser, all of Seller's right, title and interest in and to the Aircraft.

Seller hereby warrants to Purchaser, its successors and assigns, that, at the time of delivery of the Aircraft to the Purchaser, Seller is the lawful full legal, record and beneficial owner of 100% of the Aircraft and that there is hereby conveyed to Purchaser good and marketable title to the Aircraft, free and clear of any and all leases, liens, claims, encumbrances and rights of third parties whatsoever, and Seller will warrant and defend such title forever, at the sole expense of Seller, against all claims and demands whatsoever.

EXCEPT FOR THE WARRANTIES SET FORTH IN THE IMMEDIATELY PRECEDING PARAGRAPH (THE "**EXPRESS WARRANTIES**"), THE AIRCRAFT AND EACH PART THEREOF IS BEING SOLD TO PURCHASER HEREUNDER IN ITS "AS IS, WHERE IS" CONDITION AND "WITH ALL FAULTS" EFFECTIVE AT THE CLOSING. EXCEPT FOR THE EXPRESS WARRANTIES, NEITHER SELLER NOR ITS AGENTS, REPRESENTATIVES OR EMPLOYEES MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER TO PURCHASER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMER OF REPRESENTATIONS AND WARRANTIES, THERE IS (I) NO WARRANTY BY SELLER, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES AS TO THE DESCRIPTION, AIRWORTHINESS OR PHYSICAL CONDITION OF THE AIRCRAFT, (II) NO IMPLIED WARRANTY BY SELLER, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES OF MERCHANTABILITY, VALUE, CONDITION, DESIGN, OPERATION OR FITNESS FOR A PARTICULAR PURPOSE OF THE AIRCRAFT, (III) NO IMPLIED WARRANTY BY SELLER, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, AND (IV) NO WARRANTY BY SELLER, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES AGAINST PATENT INFRINGEMENT OR THE LIKE.

This Warranty Bill of Sale shall be governed by, and construed in accordance with, the laws of England and Wales.

IN WITNESS WHEREOF, Seller has caused this Warranty Bill of Sale to be executed by its duly authorized officer, this \_\_\_\_ day of \_\_\_\_\_, 2016.

ROYAL JET LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT E**

**TO**

**AIRCRAFT PURCHASE AGREEMENT**

**BY AND BETWEEN ROYAL JET LLC AND PLAN D, LLC**

**DATED DECEMBER \_\_, 2016**

**Delivery Receipt**

(See Attached)

**DELIVERY RECEIPT**

**2000 Boeing BBJ**

**Manufacturer's Serial No. 30884**

Pursuant to the Aircraft Purchase Agreement (the "**Agreement**") dated December \_\_\_\_, 2016 by and between ROYAL JET LLC, a United Arab Emirates limited liability company ("**Seller**"), and PLAN D, LLC, a U.S. Virgin Islands limited liability company ("**Purchaser**"), Purchaser hereby unconditionally and irrevocably acknowledges the delivery and acceptance of one used 2000 Boeing BBJ aircraft, bearing manufacturer's serial number 30884, and formerly registered with the General Civil Aviation Authority of the United Arab Emirates as A6-DFR, equipped with two CFM56-7-B27 engines bearing manufacturer's serial numbers [876170] / [888148] and 889151, and one Honeywell GTCP 131-9B 3800702-1 auxiliary power unit bearing manufacturer's serial number P-5505, together with all avionics, equipment (including available loose equipment which includes without limitation the two auxiliary fuel tanks described in Exhibit A hereto), systems, furnishings and accessories installed on, contained in or attached to said aircraft, engines and auxiliary power unit, and also including all airframe, engine, auxiliary power unit and accessory logbooks, flight and operation manuals, maintenance and overhaul records, and all other records and paperwork relating to the above-described aircraft, engines and auxiliary power unit in Seller's possession (collectively, the "**Aircraft**").

Purchaser accepts the Aircraft at \_\_\_\_\_ hrs., on \_\_\_\_\_, 2016 in an "As Is, Where Is" condition and "With all Faults" at \_\_\_\_\_, \_\_\_\_\_ and subject to the waivers and disclaimers set forth in the Agreement.

The abovementioned acceptance shall be deemed to constitute unconditional and irrevocable acceptance of the Aircraft under the Agreement and, accordingly, the Aircraft has been delivered fully in compliance with the requirements of the Agreement.

TOTAL TIME ON AIRFRAME AT DELIVERY: \_\_\_\_\_ hours

TOTAL TIME ON ENGINES AT DELIVERY:

Engine No. 1 (MSN [876170] / [888148]): \_\_\_\_\_ hours/cycles

Engine No. 2 (MSN 889151): \_\_\_\_\_ hours/cycles

APU (MSN P-5505): \_\_\_\_\_ hours/cycles

TOTAL LANDINGS AT DELIVERY: \_\_\_\_\_

PLAN D, LLC

By: \_\_\_\_\_  
Name: Lawrence Visoski  
Title: Manager  
Date: \_\_\_\_\_



Document comparison by Workshare Professional on 07 December 2016  
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