

## AIRCRAFT PURCHASE AGREEMENT

THIS AIRCRAFT PURCHASE AGREEMENT (this "Agreement") is entered into as of February \_\_, 2019, by and between JEJE, LLC, a U.S. Virgin Islands limited liability company, whose address is 6100 Red Hook Quarter, B3, St. Thomas, U.S. Virgin Islands ("Seller"), and The 2GP Group LLC, a \_\_\_\_\_ limited liability company, whose address is \_\_\_\_\_ ("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, one used 1988 Gulfstream G-IV aircraft, bearing manufacturer's serial number 1085, and currently registered with the United States Federal Aviation Agency (the "FAA") as N120JE, together with said aircraft's two engines, and with all avionics, equipment systems, furnishings and accessories installed on, contained in or attached to said aircraft and engines, and also including all airframe, engine and accessory logbooks, flight and operation manuals, maintenance and overhaul records, and all other records and paperwork relating to the above-described aircraft and engines in Seller's possession (collectively, the "Aircraft").

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the parties hereto agree as follows:

1. Purchase Price; Payment. Seller agrees to sell, and Purchaser agrees to purchase, the Aircraft for a total purchase price of Three Million Two Hundred Forty Thousand U.S. Dollars (US \$3,240,000.00) (the "Purchase Price"), which shall be paid by Purchaser to Seller as follows:

(a) Three Million U.S. Dollars (US \$3,000,000.00) (the "Cash Purchase Price Payment") shall be paid at the Closing, said Cash Purchase Price Payment to be wire transferred not later than two days prior to the Closing into the Escrow Account (as defined below) maintained with Insured Aircraft Title Service (the "Escrow Agent"), 21 E. Main Street, Suite 100, Oklahoma City, OK 73104, Attention: Joan Roberts, Reference: N120JE, for its disbursement to Seller at the Closing upon the satisfaction of the conditions and requirements set forth in this Agreement. Reasonably promptly following the parties' execution and delivery of this Agreement, the Escrow Agent shall provide the parties with wire transfer instructions for the escrow account to which payments required hereunder are to be wired (the "Escrow Account").

(b) Two Hundred Forty Thousand U.S. Dollars (US \$240,000.00) of the Purchase Price shall be paid in twenty-four (24) equal consecutive monthly installments of Ten Thousand U.S. Dollars (US \$10,000.00) each, commencing one month after the Closing Date (as hereinafter defined). Purchaser's obligation to make said payments shall be evidenced by a Promissory Note by Purchaser payable to the order of Seller in the Form of Exhibit A hereto (the "Promissory Note"), said Promissory Note to be executed and delivered to the Escrow Agent not later than two days prior to the Closing, for its delivery to Seller at the Closing upon the satisfaction of the conditions and requirements set forth in this Agreement. Purchaser's

obligations under the provisions of the Promissory Note are to be personally and unconditionally guaranteed by \_\_\_\_\_, upon, subject to and in accordance with the provisions of an Unconditional Personal Guaranty in the form of Exhibit B hereto (the "Guaranty"), said Guaranty to be executed and delivered to the Escrow Agent not later than two days prior to the Closing, for its delivery to Seller at the Closing upon the satisfaction of the conditions and requirements set forth in this Agreement.

2. Condition of the Aircraft.

(a) At the time of Seller's delivery to Purchaser of the Aircraft at the Closing, the Aircraft will be delivered to Purchaser: (a) with good and marketable title, free and clear of all liens and encumbrances, (b) with complete and continuous log books and maintenance records, (c) in an airworthy condition with a valid FAA standard airworthiness certificate, (d) with all components and systems in normal working order, (e) with no damage history, (f) in compliance with the mandatory portions of all FAA airworthiness directives and mandatory service bulletins that have been issued with respect to the Aircraft with due dates on or prior to closing, (g) current, as of closing on the manufacturer's recommended inspection and maintenance programs with all hourly, cycle and calendar inspections required under such program complied with without deferral, and (h) with all engine, APU, and other enrolled programs fully paid up through the date of Closing.

3. Pre-Purchase Inspection.

(a) Purchaser has heretofore reviewed the results of a recently completed pre-buy inspection of the Aircraft and review of its records and log books (the "Records"), and Purchaser has performed all further inspections and reviews of the Aircraft and its systems and the Records as Purchaser deems necessary. Purchaser has determined and agrees that it will require no further inspections or reviews of the Aircraft and its systems and the Records, and that it hereby accepts the Aircraft and its systems and the Records in the current condition thereof, "as-is, where-is and with all faults." As a result of Purchaser's acceptance of the Aircraft and its systems and the Records, Purchaser agrees that the Closing shall occur by not later than February 25, 2019 (the "Closing Deadline").

4. International Registry. At least one (1) day prior to the Closing, Seller and Purchaser each, at its own 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 this transaction ("the Closing") and delivery of the Aircraft to Purchaser shall take place at such location in the State of Delaware as the parties shall agree

upon in writing ("the Closing Place") by not later than the Closing Deadline, unless the parties subsequently agree upon a later date in writing. The date of such Closing shall hereinafter be referred to as 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. The fuel costs and the expenses of Seller's flight crew in flying the Aircraft from PBI to the Closing Place shall be the sole responsibility of and paid for by Purchaser.

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

(i) At least two (2) days prior to 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 Form Bill of Sale AC 8050-2 in proper form for recordation at the FAA Civil Aircraft Registry to transfer title to the Aircraft to Purchaser duly executed by an officer of Seller, with his or her title shown, but undated ("**FAA Bill of Sale**").

(ii) Purchaser shall deliver the following to Escrow Agent:

(A) Within two (2) days prior to the Closing, Purchaser shall wire transfer the Cash Purchase Price Payment into the Escrow Account of the Escrow Agent, and shall deliver to the Escrow Agent the Promissory Note, duly executed by an officer of Purchaser, but undated, the Guaranty, duly executed by the Guarantor, but undated, and an Application for Aircraft Registration (AC Form 8050-1) for the Aircraft duly executed by Purchaser, but undated (the "Application for Registration").

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

(c) Prior to the Closing Deadline, each of Seller, Purchaser and the Escrow Agent shall notify each of the others in writing (either by correspondence, fax or e-mail) of the name or names and telephone number of each representative of the respective parties 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 on or about 10:00 a.m., U.S. Central Daylight Time, 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.

(d) 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, then the following shall occur:

(i) If (A) the records of the FAA then reflect that Seller is the record owner of the airframe of the Aircraft and that said airframe and the two (2) engines of the Aircraft are free and clear of all recorded liens, claims and encumbrances, (B) the records of the International Registry do not reflect the registration of any liens, claims or encumbrances against the airframe of the Aircraft or against the two (2) engines, and there are no registrations on the International Registry reflecting ownership of the airframe of the Aircraft or of either of the engines in the name of any third party, and (C) Escrow Agent has not otherwise received notice of any other 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 Cash Purchase Price Payment to Seller in accordance with wire transfer instructions which shall be provided to Escrow Agent by Seller prior to the Closing Date, date the Promissory Note and Guaranty and email to Seller pdfs of the signed and dated Promissory Note and the signed and dated Guaranty and simultaneously file with the FAA Registry for recordation, the FAA Bill of Sale, the Application for Registration any other necessary Escrow Documents and, upon such filings being accomplished, shall then notify each of the participants on the Closing Conference Call of the time of filing of each such Escrow Document.

(ii) Immediately following the above, the following shall occur at the Closing Place:

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

(B) Purchaser shall execute and deliver to Seller a Delivery Receipt in the form attached hereto as Exhibit D.

(iii) Immediately following the above, the 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 airframe of the Aircraft and each of the two (2) engines.

(e) Following completion of the Closing as prescribed above, Escrow Agent shall mail the Warranty Bill of Sale to the address specified by Purchaser and the Promissory Note and the Guaranty to the address specified by the Seller.

(f) 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 Escrow Agent shall do the following:

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

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 paid by each of Purchaser and Seller in equal portions. 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, 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 the Seller to the 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. 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. The provisions of this Section 7 shall survive Closing.

8. Seller's Representations and Warranties. Seller hereby represents and warrants to Purchaser that 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.

9. LIMITATION OF WARRANTIES. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLER EXPRESSLY SET FORTH IN SECTION 8 HEREOF 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 AIRWORTHINESS OR PHYSICAL CONDITION OF THE AIRCRAFT, (II) NO IMPLIED WARRANTY BY SELLER, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES OF MERCHANTABILITY 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.

10. 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 the Cash Purchase Price Payment, the Promissory Note, the Guaranty, and the Application for Registration, if already delivered to Escrow Agent, shall be promptly returned to Purchaser, and the FAA Bill of Sale and the Warranty Bill of Sale, if already delivered to the Escrow Agent, shall be promptly returned to Seller .

(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 filing of the FAA Bill of Sale with the FAA and delivery of the Aircraft to Purchaser in accordance with the provisions of this Agreement. Upon delivery of the Aircraft to Purchaser hereunder, Seller disclaims and shall be fully relieved of, and 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. Upon such delivery, Purchaser hereby indemnifies and holds harmless Seller, its managers, members, employees and agents from and against any and all liability arising out of the care, custody, use and/or control of the

Aircraft at all times from and after such delivery. The provisions of this Section 10(c) shall survive the Closing.

11. Post-Closing Consulting. Purchaser shall have the right to engage Pete Rawson, who currently works as a mechanic for Seller (the "Consultant"), as a part-time consultant to Purchaser for a term of two (2) years, to provide to Purchaser general consulting services within the scope of the Consultant's actual knowledge, skill and experience with respect to the maintenance and repair of the Aircraft. Purchaser shall pay the Consultant on a monthly basis for such consulting services in the amount of Sixteen Thousand U.S. Dollars (US \$16,000.00) per month. Purchaser shall indemnify and hold harmless the Consultant from and against any and all liability to purchaser or any other person or entity, as well as any and all damages, costs, fees and expenses (including, without limitation, reasonable attorneys fees and expenses), howsoever arising, in any way related to, arising out of, or connected with, the Consultant's performing such consulting services for Purchaser as provided herein. Purchaser understands and agrees that any consulting relationship between the Consultant and Purchaser shall be exclusively and strictly between them, that Seller makes no representations or warranties whatsoever regarding the Consultant or his knowledge, skills or experience, and that Seller shall have no liability to Purchaser or any other person or entity with respect to the performance or non-performance by the Consultant of any and all consulting services described herein or otherwise.

12. Other Matters.

(a) Each party hereto agrees to execute and deliver such additional documents and take such further actions as may be reasonably requested by the other party hereto to fully effectuate and carry out the purposes of this Agreement.

(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 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 registered or certified mail, return receipt requested, postage prepaid, or on the date of transmission, if sent by facsimile or e-mail (and written confirmation of transmission is provided), addressed to the other party for whom it is intended at the address, facsimile number, 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 Seller:

JEGE, LLC  
c/o Darren K. Indyke  
5300 West Atlantic Avenue, Suite 602  
Delray Beach, Florida 33484  
Fax: (646) 350-0378  
Email: dkiesq@aol.com

If to Purchaser:

The 2GP Group LLC  
[Insert address, fax and email information]

(g) Any signatures on this Agreement may be transmitted via facsimile or e-mail (in pdf format), which signatures shall be deemed originals for all purposes if transmitted in accordance with Section 12(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) This Agreement shall be construed and enforced in accordance with the laws of the U.S. Virgin Islands, excluding its conflicts of laws rules, and, to the extent applicable, the laws of the United States of America.

(k) 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.

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

(m) 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.

(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:

JEGE, LLC

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

Name: Darren K. Indyke

Title: Authorized Representative

PURCHASER:

THE 2GP GROUP LLC

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

Name:

Title:

**EXHIBIT A**

**TO**

**AIRCRAFT PURCHASE AGREEMENT**

**BY AND BETWEEN JEGE, LLC AND THE 2GP GROUP LLC**

**PROMISSORY NOTE OF PURCHASER**

**1988 Gulfstream G-IV**

**Manufacturer's Serial No. 1085**

**U.S. Registration No. N120JE**

(See Attached)

## PROMISSORY NOTE

\$240,000

February \_\_, 2019

**FOR VALUE RECEIVED**, the undersigned, The 2GP Group LLC, a \_\_\_\_\_ limited liability company (the "**Purchaser**"), hereby promises to pay to the order of JEJE, LLC, a U.S. Virgin Islands limited liability company (the "**Seller**"), the principal sum of Two Hundred Forty Thousand Dollars (\$240,000) (the "**Principal Sum**"), payable as and when hereafter provided. Capitalized terms used hereinafter without definition have the meanings set ascribed to such terms below.).

The Purchaser hereby promises to pay the Principal Sum in twenty-four (24) equal consecutive monthly installments of Ten Thousand Dollars (\$10,000) each (each, an "**Installment**" and collectively, the "**Installments**"), with the first such Installment due and payable on March \_\_, 2019, and each successive Installment due on the \_\_\_ day of each of the twenty-three (23) consecutive months thereafter. In the event the Purchaser fails to pay any Installment or any other amount required to be paid hereunder as and when the same is due and payable hereunder (whether at stated maturity, by acceleration or otherwise), interest shall immediately begin to accrue on such unpaid amount at the rate of fifteen percent (15%) per annum (the "**Default Interest Rate**") until such overdue amount is paid in full. The unpaid interest accrued on each overdue amount in accordance with the foregoing terms of this paragraph shall become absolutely due and payable by the Purchaser to the holder hereof on demand by the holder of this Note at any time. Interest on each overdue amount will continue to accrue, as provided by the foregoing terms of this paragraph, until the obligations of the Purchaser in respect of the payment of such overdue amount shall be discharged (whether before or after judgment). All computations of interest payable as provided in this Note shall be based on the actual number of days elapsed divided by a year of 365 or 366 days, as the case may be. The Seller shall make all computations (which computations shall, absent manifest error, be conclusive and binding upon the holder(s) and the Purchaser) of the interest accrued for any period for which interest is then being determined.

Each payment of principal, interest or other sums payable on or in respect of this Note or the indebtedness evidenced hereby shall be made by the Purchaser directly to the Seller in United States Dollars by wire transfer to the Seller's Account, not later than 5:00 p.m., Eastern Standard Time, on the due date of such payment, and in immediately available and freely transferable funds.

This Note evidences the obligations of the Purchaser (a) to repay the principal amount hereof as provided herein, (b) to pay interest, as herein provided, on the principal amount hereof remaining unpaid from time to time, and (c) to pay other amounts, which may become due and payable hereunder as herein provided (collectively, such obligations are the "**Obligations**").

All Obligations of the Purchaser under this Note (including the obligation to pay principal, interest, professional fees, costs, charges, and expenses) shall be paid as provided in this Note when due, without defense, offset, reduction or counterclaim. All Obligations of the the

Purchaser arising under this Note are guaranteed by \_\_\_\_\_ (the "**Guarantor**") pursuant to the terms of an Unconditional Personal Guaranty dated as of even date herewith by the Guarantor in favor of the Seller, a true and correct copy of which is attached as Exhibit A to this Note (the "**Guaranty**").

For all purposes of this Note, the following terms shall have the respective meanings set forth below:

(a) "**Bankruptcy Code**" means Title 11, United States Code, as now and hereafter in effect, or any successor statute.

(b) "**Business Day**" means a day on which the Seller is open for business on the Island of St. Thomas in the U.S. Virgin Islands.

(c) "**holder**" means, at any time of determination, the Seller or any other person who is at such time a lawful holder in possession of all or any portion of this Note.

(d) "**Seller's Account**" means an account to be hereafter designated to the Purchaser in writing by the Seller.

(e) "**Person**" means and includes natural persons, corporations, limited partnerships, general partnerships, limited liability companies, limited liability partnerships, joint stock companies, joint ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other organizations, whether or not legal entities, and government authorities.

Any partial payment of the indebtedness evidenced by this Note shall be applied by the holder hereof (a) first, to the payment of all of the interest due and payable on the unpaid principal of this Note at the time of such partial payment, (b) then, to the payment of all (if any) other amounts (except principal) due and payable at the time of such partial payment on or in respect of this Note or the indebtedness evidenced by this Note, and (c) finally, to the prepayment of the unpaid principal of this Note.

If any sum would, but for the provisions of this paragraph, become due and payable on or in respect of this Note or the indebtedness evidenced hereby on a day which is not a Business Day, then such sum shall become due and payable on the Business Day next succeeding the day on which such sum would otherwise have become due and payable hereunder, and interest payable hereunder to the holder hereof shall be adjusted by the holder hereof accordingly.

The Purchaser hereby agrees, at its own expense, to execute and deliver, from time to time, any and all further, instruments and documents, and to perform such further acts, as the Seller may reasonably request to effect the transactions contemplated by this Note and to provide to the Seller the benefits of all rights, authorities and remedies conferred upon the Seller by the terms of this Note.

If any of the following conditions or events (each, an "**Event of Default**") shall occur:

(1) Failure by the Purchaser to pay any Installment, interest or any other amount due under this, in each case when due, whether at stated maturity, by

acceleration, or otherwise; or

(II) Any written representation, warranty, certification or other statement made by the Purchaser in this Note or in connection herewith or therewith, shall be false in any material respect on the date as of which made; or

(III) The Purchaser shall otherwise default in the performance of or compliance with any term contained in this Note; or

(IV) Any event of default under the Guaranty which is not otherwise an Event of Default hereunder.

(V) The Purchaser shall terminate or cease to conduct business in the ordinary course, the sale of all or substantially all of the assets of the Purchaser's business, or the merger, consolidation or reorganization of the Purchaser; or

(VI) The commencement, whether voluntarily or involuntarily, of any bankruptcy, reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency, receivership or liquidation or similar proceeding in any jurisdiction relating to the Purchaser or the Guarantor, or any part of the assets or properties of the Purchaser or the Guarantor, whether under the Bankruptcy Code or any other applicable federal or state law, statute, rule or regulation; or

(VII) The Purchaser or the Guarantor shall be unable, or admit in writing its or his inability, to pay its or his debts generally as they mature; or

(VIII) The Purchaser shall be dissolved or liquidated; or

(IX) The Purchaser or the Guarantor shall become insolvent (as such term may be defined or interpreted under any applicable statute), or the Purchaser shall sell or otherwise dispose of any of its material assets outside the ordinary course of business; or

(X) the death or incompetency of the Guarantor; or

(XI) At any time after the execution and delivery hereof, (i) this Note, or the Guaranty shall cease to be in full force and effect (other than by reason of the payment in full of the Obligations, and the resulting termination of this Note and the Guaranty in accordance with the terms hereof and thereof) or shall be declared null and void, or (ii) the Purchaser or the Guarantor shall contest the validity or enforceability of this Note and/or the Guaranty in writing or deny in writing that it or he has any further liability under this Note and/or the Guaranty, as the case may be; or

(XII) Any event or change shall occur after the date hereof that has caused or evidences, either in any case or in the aggregate, the impairment of the ability of the Purchaser to perform, or of the Seller to enforce, the Obligations:

**THEN**, upon the occurrence and during the continuation of any Event of Default, the unpaid principal amount of this Note and all Obligations shall automatically become immediately due and payable, without presentment, demand, protest or other requirements of any kind, all of which are hereby expressly waived by the Purchaser.

The enumeration of the foregoing rights and remedies is not intended to be exhaustive and the exercise of any right or remedy shall not preclude the exercise of any other rights or remedies, all of which shall be cumulative and not alternative.

The Purchaser absolutely and unconditionally agrees to reimburse the Seller and any holder of all or any portion of this Note, on demand, for all out-of-pocket expenses incurred in connection with the enforcement of this Note and the transactions contemplated hereby, including but not limited to all attorney's fees and disbursements and the fees and disbursements of other professionals relating to the enforcement of any obligations under and of this Note or the satisfaction of any indebtedness of the Purchaser hereunder. Upon incurrence of any such out-of-pocket expenses, such out-of-pocket expenses will automatically be added to the principal amount of this Note and, as a result, begin to accrue interest as provided herein. No delay or omission on the part of the Seller or any holder hereof in exercising any right hereunder shall operate as a waiver of such right or of any other rights of the Seller or such holder, nor shall any delay, omission or waiver on any one occasion be deemed a bar or waiver of the same or any other right on any further occasion.

Except as otherwise expressly provided in this Note, all notices and other communications made or required to be given pursuant to this Note shall be in writing and shall be delivered in hand, mailed by United States registered or certified first class mail, postage prepaid, sent by overnight courier, or sent by telegraph, telecopy, facsimile or telex and confirmed by delivery via courier or postal service, addressed as follows: (a) if to the Purchaser, to the notice address beneath the Purchaser's signature hereto, and (b) if to the Seller, to it at 6100 Red Hook Quarter, B3, St. Thomas, USVI 00802, facsimile no. 340-775-2528, with a copy to Darren K. Indyke, Esq., email: dkiesq@aol.com, or at such other address for notice as the Seller shall last have furnished in writing to the Person giving the notice.

This Note shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the Seller and the Purchaser, provided that the Purchaser may not assign or transfer any of his obligations hereunder without the prior written consent of the Seller and/or each holder, which consent may be granted or withheld in the Seller's and each holder's sole and absolute discretion.

Neither this Note nor any provision hereof may be amended, supplemented, waived or otherwise modified except pursuant to an agreement or agreements in writing entered into by the Purchaser and the Seller. No waiver of any provision of this Note or consent to any departure by the Purchaser herefrom shall in any event be effective unless the same shall be permitted by the preceding sentence, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.

The Purchaser and every endorser of this Note or the obligations represented hereby waive presentment, demand, notice, protest and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Note, and assent to any extension or postponement of the time of payment or any other indulgence, and to the addition or release of any other party or person primarily or secondarily liable. No provision of this Note shall impair the obligations of the Purchaser, which are absolute and unconditional, to pay the

principal of and interest on this Note at the place, at the respective times, and in the currency herein prescribed.

**ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST THE PURCHASER ARISING OUT OF OR RELATING TO THIS NOTE OR THE GUARANTY, OR ANY OBLIGATIONS HEREUNDER OR THEREUNDER, SHALL BE BROUGHT IN THE SUPERIOR COURT OR A FEDERAL COURT IN THE UNITED STATES VIRGIN ISLANDS. BY EXECUTING AND DELIVERING THIS NOTE, PURCHASER, FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, IRREVOCABLY (I) ACCEPTS GENERALLY AND UNCONDITIONALLY THE EXCLUSIVE JURISDICTION AND VENUE OF SUCH COURTS; (II) WAIVES ANY DEFENSE OF *FORUM NON CONVENIENS*; (III) AGREES THAT SERVICE OF ALL PROCESS IN ANY SUCH PROCEEDING IN ANY SUCH COURT MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE PURCHASER AT THE PURCHASER'S ADDRESS PROVIDED IN ACCORDANCE WITH THE TERMS OF THIS NOTE; (IV) AGREES THAT, SERVICE AS PROVIDED IN CLAUSE (III) ABOVE IS SUFFICIENT TO CONFER PERSONAL JURISDICTION OVER THE PURCHASER IN ANY SUCH PROCEEDING IN ANY SUCH COURT, AND OTHERWISE CONSTITUTES EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT; (V) AGREES THAT THE SELLER RETAINS THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW; AND (VI) AGREES THAT THE PROVISIONS OF THIS PARAGRAPH RELATING TO JURISDICTION AND VENUE SHALL BE BINDING AND ENFORCEABLE TO THE FULLEST EXTENT PERMISSIBLE BY LAW.**

**THE PURCHASER HEREBY AGREES TO WAIVE ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS NOTE, THE GUARANTY, OR ANY DEALINGS BETWEEN THE PURCHASER AND THE HOLDER RELATING HERETO OR THERETO. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS PARAGRAPH AND EXECUTED BY EACH OF THE PURCHASER AND THE SELLER), AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS NOTE. IN THE EVENT OF LITIGATION, THIS NOTE MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.**

**THIS NOTE AND THE RIGHTS AND OBLIGATIONS HEREUNDER OF PURCHASER AND ANY HOLDER(S) HEREOF SHALL FOR ALL PURPOSES BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE UNITED STATES VIRGIN ISLANDS, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THAT WOULD REQUIRE APPLICATION OF ANOTHER LAW.**

[SIGNATURE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Purchaser has duly executed and duly delivered this Note as of the day and year first above written.

**THE 2GP GROUP LLC,**  
as the Purchaser

BY: \_\_\_\_\_

Print Name:

Title:

Address:

Facsimile No.:

STATE OF                                    )  
  ) ss.:  
COUNT OF                                )

On February \_\_, 2019, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as \_\_\_\_\_ of \_\_\_\_\_, the Purchaser herein, and that by his signature on the instrument, the said Purchaser executed the instrument.

\_\_\_\_\_  
Notary Public

**EXHIBIT B**

**TO**

**AIRCRAFT PURCHASE AGREEMENT**

**BY AND BETWEEN JEGE, LLC AND THE 2GP GROUP LLC**

**UNCONDITIONAL PERSONAL GUARANTY**

**1988 Gulfstream G-IV**

**Manufacturer's Serial No. 1085**

**U.S. Registration No. N120JE**

(See Attached)

## UNCONDITIONAL PERSONAL GUARANTY

WHEREAS, on the date hereof, THE 2GP GROUP LLC, a \_\_\_\_\_ limited liability company (the "Purchaser"), purchased from JEJE, LLC, a U.S. Virgin Islands limited liability company (the "Seller"), a certain Gulfstream G-IV aircraft, bearing manufacturer's serial number 1085 (the "Aircraft"), upon the terms and conditions of an Aircraft Purchase Agreement dated February \_\_, 2019 by and between the Purchaser and the Seller (the "Purchase Agreement");

WHEREAS pursuant to the provisions of the Purchase Agreement, \$240,000 of the purchase price for the Aircraft is payable by the Purchaser to the Seller in 24 equal consecutive monthly installments of \$10,000 each, and the Purchaser's obligation to make said installment payments is evidenced by that certain Promissory Note dated of even date herewith payable by the Purchaser to the order of the Seller in the principal amount of \$240,000.00 (the "Note"); and

WHEREAS, in order to induce the Seller to accept the Note from the Purchaser in payment of a portion of the purchase price for the Aircraft under the provisions of the Purchase Agreement, the undersigned, \_\_\_\_\_ (the "Guarantor"), agreed to unconditionally personally guarantee the payment and performance of the Purchaser's obligations under the Note; and

WHEREAS, the Guarantor represents that he expects to derive advantage from the Purchaser's purchase of the Aircraft from the Seller;

NOW, THEREFORE, for valuable consideration, the receipt of which by the Guarantor is hereby acknowledged, and to induce the Seller accept the Note from the Purchaser as payment of a portion of the purchase price for the Aircraft under the provisions of the Purchase Agreement, the Guarantor agrees as follows:

### 1. REPRESENTATIONS AND WARRANTIES

The Guarantor makes the following representations and warranties, which shall survive the execution and delivery of this Guaranty:

1.1 Binding Obligations. This Guaranty is, and when delivered will be, a legal, valid and binding obligation of Guarantor enforceable against Guarantor in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency and other similar laws affecting creditors' rights generally.

1.2 Proper Execution. The execution, delivery and performance by the Guarantor of this Guaranty will not: (i) violate any provision of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to the Guarantor; nor (ii) result in a breach of, or constitute a default under, any indenture or loan or credit agreement or any other agreement, lease or instrument to which Guarantor is a party or by which he or his properties may be bound or affected, and the Guarantor is not in default under

any such law, rule, regulation, order, writ, judgment, injunction, decree, determination or award or any such indenture, agreement, lease or instrument.

## 2. UNCONDITIONAL GUARANTY

2.1 The Guarantor hereby unconditionally guarantees to the Seller, irrespective of the validity, regularity or enforceability of any instrument, writing or arrangement relating to or the subject of any financial accommodation, including but not limited to, that arising under the Note (each such instrument, writing or arrangement being hereinafter referred to as, a "Credit Arrangement") or of the liabilities, indebtedness, or obligation thereunder and irrespective of any present or future law or order of any government (whether of right or in fact and whether the Seller shall have consented thereto) or of any agency thereof purporting to reduce, amend, restructure or otherwise affect any obligation of the Purchaser or other obligor or to vary the terms of payment, that the Purchaser will promptly perform and observe every agreement and condition in any Credit Arrangement to be performed or observed by the Purchaser, that all sums stated to be payable in or which become payable under any Credit Arrangement, and all other sums which may be owing by the Purchaser to the Seller now or hereafter, will be promptly paid in full when due, whether at maturity or earlier by reason of acceleration or otherwise, together with interest and any and all legal and other costs and expenses paid or incurred in connection therewith by the Seller, and, in cases of one or more extensions of time of payment or renewals, in whole or in part, of any Credit Arrangement or obligation, that the same will be promptly paid or performed when due, according to each such extension or renewal, whether at maturity or earlier by reason of acceleration or otherwise.

2.2 The Guarantor agrees that, as between the Guarantor and the Seller, the obligations, liabilities and indebtedness of the Purchaser guaranteed hereunder may be declared to be due and payable for purposes of this Guaranty notwithstanding any stay, injunction, or other prohibition which may prevent, delay or vitiate any such declaration as against the Purchaser, and that, in the event of any such declaration or attempted declaration, such obligations, whether or not due and payable by the Purchaser, shall forthwith become due and payable by the Guarantor for purposes of this Guaranty. The Guarantor further guarantees that all payments made by the Purchaser to the Seller on any obligation hereby guaranteed will, when made, be final and agrees that if any such payment is recovered from, or repaid by, the Seller in whole or in part in any bankruptcy, insolvency or similar proceeding instituted by or against the Purchaser, this Guaranty shall continue to be fully applicable to such obligation to the same extent as though the payment so recovered or repaid had never been originally made on such obligation. This is a guaranty of payment and not of collection only. In the event of default or an Event of Default, the Seller shall not be required to institute or complete any efforts of collection against Purchaser prior to proceeding against the Guarantor.

2.3 The Guarantor hereby consents that from time to time, without notice to or further consent of the Guarantor, the performance or observance by the Purchaser of any Credit Arrangement or obligation may be waived or the time of performance thereof extended by the Seller, and payment of any obligation hereby guaranteed may be accelerated in accordance with any agreement between the Seller and any party liable with respect thereto, or may be extended, or any Credit Arrangement may be renewed in whole or in part, or the terms of any Credit

Arrangement or any part thereof may be changed, including increase or decrease in the rate of interest thereon, or any collateral therefor may be exchanged, surrendered or otherwise dealt with as the Seller may determine, and any of the acts mentioned in any Credit Arrangement may be done, all without affecting the liability of the Guarantor hereunder. The Guarantor hereby waives presentment of any instrument, demand of payment, protest and notice of non-payment or protest thereof, and any requirement that the Seller exhaust any right, power or remedy or proceed against Purchaser under any Credit Arrangement or against any other person under any other guaranty of, or security for, any of the obligations guaranteed hereunder. The Guarantor hereby further waives any defense whatsoever which might constitute a defense available to, or discharge of, the Purchaser or a guarantor. No payment by the Guarantor pursuant to any provision hereunder shall entitle the Guarantor, by subrogation to the rights of the Seller or otherwise, to any payment by the Purchaser (or out of the property of the Purchaser) except after payment in full of all sums (including interest, costs and expenses) which may be or become payable by the Purchaser to the Seller at any time or from time to time; provided however, in the event the Seller is required to relinquish or return any payments, collateral or the proceeds thereof, in whole or in part, which had been previously applied to or retained for application against any obligation owing under any Credit Arrangement, by reason of a proceeding arising under the Bankruptcy Code, or for any other reason, this Guaranty shall automatically continue to be effective notwithstanding any previous cancellation or release effected by the Seller.

3. CONTINUING GUARANTY. This Guaranty shall be a continuing guaranty and any other party liable upon or in respect of any obligation hereby guaranteed may be released without affecting the liability of the Guarantor, and the Seller may continue to act in reliance hereon.

4. ASSIGNMENT. The Seller may assign this Guaranty or any of its rights and powers hereunder, with all or any of the obligations hereby guaranteed, and, in the event of such assignment, the assignee hereof or of such rights and, shall have the same rights and remedies as if originally named herein in place of the Seller.

5. DEFAULT. In the event of default under this Guaranty and/or the Note, the Guarantor will pay to the Seller all expenses (including reasonable attorneys' fees and legal expenses incurred by the Seller) of, or incidental to, asserting the claims of the Seller in respect thereof, by litigation or otherwise; and all such expenses shall be liabilities, indebtedness or obligations of the Guarantor hereunder.

6. NO MODIFICATION. No provision of this Guaranty may be modified or waived without the prior written consent of the Seller.

7. JURISDICTION. This Guaranty and all rights, obligations and liabilities arising hereunder shall be governed by and construed according to the laws of the Territory of the U.S. Virgin Islands. The Guarantor hereby irrevocably submits to the jurisdiction of any federal court or the Superior Court in the Territory of the U.S. Virgin Islands in any action or proceeding arising out of or relating to this Guaranty, and the Guarantor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in any such federal

court or the Superior Court. The Guarantor irrevocably consents to the service of any and all process in any such action or proceeding by the mailing of copies of such process to the Guarantor at its address specified on the signature page hereof. This Guaranty and all rights, obligations and liabilities arising hereunder shall be governed by and construed according to the laws of the Territory of the U.S. Virgin Islands. The Guarantor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this paragraph shall affect the right of the Seller to serve legal process in any other manner permitted by law or affect the right of the Seller to bring any action or proceeding against the Guarantor or its property in the courts of any other jurisdiction. To the extent that the Guarantor has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether from service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, the Guarantor hereby irrevocably waives such immunity in respect of its obligations under this Guaranty.

8. WAIVER OF TRIAL BY JURY. **The Guarantor hereby irrevocably waives all right to trial by jury in any action or proceeding, including, but not limited to, actions sounding in tort, "bad-faith," fraud or otherwise, arising because of or in any way relating to this Guaranty or the Note, or any other document executed in connection herewith or the transactions contemplated hereby.**

9. CUMULATIVE RIGHTS. The rights, powers and remedies granted to the Seller herein shall be cumulative and in addition to any rights, powers and remedies to which the Seller may be entitled either by operation of law or pursuant to any other document or instrument delivered or from time to time to be delivered to the Seller in connection with this Guaranty.

10. MISCELLANEOUS PROVISIONS. Notice of acceptance of this Guaranty and of the incurring of any and all of the obligations of the Purchaser hereinbefore mentioned is hereby waived.

11. SEVERABILITY. Any provision of this Guaranty which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction.

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty this \_\_\_\_ day of February, 2019.

**WITNESSES:**

**THE GUARANTOR:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name:  
Address:  
Email:  
Fax:

**STATE OF**

)

**COUNTY OF**

) **SS:**

)

The foregoing instrument was acknowledged before me this \_\_\_ day of February, 2019 by \_\_\_\_\_ as the Guarantor hereunder.

\_\_\_\_\_  
**NOTARY PUBLIC**  
My Commission Expires

**EXHIBIT C**

**TO**

**AIRCRAFT PURCHASE AGREEMENT**

**BY AND BETWEEN JEJE, LLC AND THE 2GP GROUP LLC**

**WARRANTY BILL OF SALE**

**1988 Gulfstream G-IV**

**Manufacturer's Serial No. 1085**

**U.S. Registration No. N120JE**

(See Attached)

## WARRANTY BILL OF SALE

Pursuant to that certain Aircraft Purchase Agreement, dated February \_\_, 2019 (the "Agreement"), by and between JEGE, LLC, U.S. Virgin Islands limited liability company ("Seller"), and THE 2GP GROUP LLC, a \_\_\_\_\_ limited liability company ("Purchaser"), 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, and being the owner of the full legal and beneficial title in and to that certain used 1988 Gulfstream G-IV aircraft, bearing manufacturer's serial number 1085, and currently registered with the United States Federal Aviation Agency as N120JE, together with said aircraft's two engines, and with all avionics, equipment systems, furnishings and accessories installed on, contained in or attached to said aircraft and engines, and also including all airframe, engine and accessory logbooks, flight and operation manuals, maintenance and overhaul records, and all other records and paperwork relating to the above-described aircraft and engines in Seller's possession (collectively, the "Aircraft"),

Seller does hereby grant, bargain, sell, convey, transfer and deliver unto Purchaser, its successors and assigns, all of Seller's right, title and interest in and to the Aircraft.

Seller hereby warrants to Purchaser, its successors and assigns, that 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 AIRWORTHINESS OR PHYSICAL CONDITION OF THE AIRCRAFT, (II) NO IMPLIED WARRANTY BY SELLER, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES OF MERCHANTABILITY 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 WITNESS WHEREOF, Seller has caused this Warranty Bill of Sale to be executed by its duly authorized officer, this \_\_\_\_ day of February, 2019.

JEGE, LLC

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

**EXHIBIT D**

**TO**

**AIRCRAFT PURCHASE AGREEMENT**

**BY AND BETWEEN JEGE, LLC AND THE 2GP GROUP LLC**

**Delivery Receipt**

**1988 Gulfstream G-IV**

**Manufacturer's Serial No. 1085**

**U.S. Registration No. N120JE**

(See Attached)

**DELIVERY RECEIPT**

**1988 Gulfstream G-IV**

**Manufacturer's Serial No. 1085**

**U.S. Registration No. N120JE**

Pursuant to provisions of that certain Aircraft Purchase Agreement dated September \_\_, 2018 (the "Agreement") by and between JEGER, LLC, a U.S. Virgin Islands limited liability company ("Seller"), and THE 2GP GROUP LLC, a \_\_\_\_\_ limited liability company ("Purchaser"), Purchaser hereby acknowledges the delivery and acceptance of one used 1988 Gulfstream G-IV aircraft, bearing manufacturer's serial number 1085, and currently registered with the United States Federal Aviation Agency as N120JE, together with said aircraft's two engines, and with all avionics, equipment systems, furnishings and accessories installed on, contained in or attached to said aircraft and engines, and also including all airframe, engine and accessory logbooks, flight and operation manuals, maintenance and overhaul records, and all other records and paperwork relating to the above-described aircraft and engines in Seller's possession (collectively, the "Aircraft").

Purchaser accepts the Aircraft at \_\_\_\_\_ p.m., on February \_\_, 2019 in an "As Is, Where Is" condition and "With all Faults" at \_\_\_\_\_, Delaware and subject to the waivers and disclaimers set forth in the Agreement.

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

TOTAL TIME ON ENGINES AT DELIVERY:

Engine No. 1 (MSN \_\_\_\_\_): \_\_\_\_\_ hours/cycles  
Engine No. 2 (MSN \_\_\_\_\_): \_\_\_\_\_ hours/cycles  
APU (MSN \_\_\_\_\_): \_\_\_\_\_ hours/cycles

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

THE 2GP GROUP LLC

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

STATE OF DELAWARE                    )  
  ) ss:  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2018 by \_\_\_\_\_, as the \_\_\_\_\_ of [Name of Purchaser] a  
\_\_\_\_\_, on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF DELAWARE