

OFFER TO PURCHASE

March 8, 2019

Darren K. Indyke, Esq.
Agent of Seller of capital stock of JEGE, LLC
575 Lexington Avenue, 4th Floor
New York, NY 10022
Email: [REDACTED]

Re: 1988 Gulfstream G-IV serial number 1085

Aviation Development Group and its president, Thomas Huff, jointly and severally, hereby confirm their understanding and agreement to the terms and conditions set forth below (the "Principals"). The Principals' affiliate, Blue Sky Charter, LLC a Georgia limited liability company (the "Buyer"), is considering extending an offer to purchase 100% of the membership interests of JEGE, LLC, a U.S. Virgin Islands corporation (the "Company"), from the owner thereof (the "Seller"), which Company owns one Gulfstream G-IV, bearing manufacturer's serial number 1085, currently registered in the United States as N120JE, together with two Rolls Royce Tay 611-8 jet engines bearing manufacturer's serial numbers 16291 and 16292 (the "Aircraft"). In connection with the said offer, which offer subsequently will be memorialized by letter to you, as Seller's agent, the Principals have requested and agreed to accept a demonstration flight of the Aircraft (the "Demo Flight"), upon, subject to, and in accordance with the following provisions:

1. The Principals will pay a One Hundred Thousand US Dollar (\$100,000.00 USD) non-refundable deposit (the "Deposit") to the Company by wire transfer to an account designated by the Seller and in accordance with wire transfer instructions to be provided by the Seller to the Principals.
2. The Seller shall make the Aircraft available to the Principals at a mutually agreeable date and time for the Demo Flight, which will last no more than 4 hours, including ferry time from the Aircraft's home base in West Palm Beach, Florida to pick up the Principals' passengers at a departure location to which the Seller and the Principals shall mutually agree, and will be to a destination to which the Seller and the Principals shall mutually agree and then back to the Aircraft's home base in West Palm Beach, Florida. The Principals shall provide to the Seller the names and U.S. Passport information (including copies of said passports) of all passengers on the Demo Flight not less than 24 hours in advance of the Demo Flight.
3. The Company's pilots and flight crew shall operate the Aircraft during the Demo Flight and the Company's chief pilot shall have full and complete operational control and decision making with respect to the Aircraft and any and all matters pertaining to the Demo Flight.
4. The Principals agree to fully indemnify, defend and hold harmless the Company, the Seller (including, but not limited to, the Seller's agent identified above), the entire flight crew of the Aircraft and the agents, representatives and employees of the Company and the Seller, from and against any and all liability with respect to any and all matters related to, arising out of or in any way connected with the Demo Flight.
5. The Deposit is completely non-refundable; provided, however, that in the event that the Buyer closes within 45 days after the date hereof (or by such later time to which the Buyer and Seller shall mutually agree) on the purchase from the Seller of 100% of the Membership Interests in the

Company, which is intended to include the Company's right, title and interest in and to 100% of the Aircraft, the full amount of the Deposit shall be applied towards the purchase price in connection with that purchase, and the Seller will bear all costs and expenses, including, but not limited to fuel costs, landing fees, pilot expenses and engine reserves, associated with the Demo Flight.

6. Nothing provided in this letter is intended or shall be interpreted to require, or shall be understood as any agreement by, the Seller, the Company, the Buyer and/or the Principals to enter into any transaction for the purchase and/or sale of the membership interests of the Company or of the Aircraft.

Please confirm your agreement with the foregoing terms by signing this letter in the space provided below.

With best regards,

AVIATION DEVELOPMENT GROUP

By: _____
Thomas Huff
President

THOMAS HUFF

Address:
Facsimile No.:
Email:

ACCEPTED AND AGREED:

Darren K. Indyke
Agent for the Seller
And JEGER, LLC

Address: 575 Lexington Avenue, 4th Fl, New York,
NY 10022

Facsimile No.: [REDACTED]
Email: [REDACTED]