



3700 Airport Road – Suite 304 • Boca Raton, Florida 33431

January 14, 2019

Mr. Gary Anzalone
Equus Global Aviation
Coral Springs, FL

Dear Mr. Anzalone:

Global Wings, LLC, acting as the exclusive Acquisition Agent on behalf of our client (hereinafter "Purchaser") hereby offers JEGE LLC, (hereinafter "Seller"), to purchase one (1) 1988 Gulfstream GIV, bearing the manufacturer's s/n: 1085; and US Registration: N-120JE (hereinafter "Aircraft"), for the sum of Two Million Eight Hundred Thousand U.S. Dollars (\$2,800,000.00) subject to the following terms and conditions:

1. The Aircraft shall be delivered in an airworthy condition, with a US Certificate of Airworthiness with no exceptions, restrictions, or limitations, and with all systems, installed equipment, and engines operating within the manufacturer's specifications.
2. The Aircraft shall be in compliance with all US FAA Airworthiness Directives and manufacturer's Mandatory Service Bulletins, with no outstanding engineering dispositions or deviations requiring non-standard inspection intervals, with all deferred maintenance items cleared, and without any additional operating limitations or restrictions assigned to the Aircraft.
3. The Aircraft shall be current on the manufacturer's maintenance tracking program through the date of delivery and eligible for transfer to Purchaser.
4. The Aircraft Engines and APU shall be enrolled in the Manufacturers' Engine Maintenance Program, and the avionics shall be enrolled in the Manufacturer's Avionics Maintenance Program. All programs shall be fully paid (with no proration or deferral) up through the hours at time of delivery.
5. The Aircraft shall have clear title, free and clear of all liens and encumbrances.
6. The Aircraft shall be free of damage and with no material corrosion.
7. Upon Seller's acceptance of this Aircraft Offer to Purchase, Seller shall immediately make available to Purchaser all records related to the recent scheduled maintenance events and inspections for the Aircraft completed at Gulfstream Westfield:
 - 72 Month Inspection completed July 2018
 - Pre-Purchase Inspection completed November 2018

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8. Upon Purchaser's review and acceptance of the above mentioned records, Purchaser will transfer a refundable deposit of Two Hundred Fifty Thousand U.S. Dollars (\$250,000.00) to Insured Aircraft Title Service, Inc., who will be acting as Escrow Agent for the deposit.
9. Seller, upon receiving confirmation that the refundable deposit was paid, agrees to make the Aircraft available for Purchaser's Technical Inspection and Evaluation at a mutually agreed upon inspection facility on or before January 25, 2019 or such other date as the inspection facility has the earliest availability.
10. Purchaser's Technical Inspection and Evaluation may consist of the following:
 - a. Gulfstream Maintenance Evaluation
 - b. Pilot's & Co-Pilot's Windshields (Heating; Airworthy Defects; De-Lamination)
 - c. Complete Avionics Systems Function Check
 - d. Completed Aircraft Systems Function Check to include Pressurization, Air Conditioning and Heating, Ice Protection, Lighting (interior & exterior), and Cabin Entertainment Systems and Amenities
 - e. Corrosion Inspection
 - f. Borescope inspection of the engines and APU
 - g. Log Book Review
 - h. And any additional investigation deemed in the interest of Purchaser as a result for previous findings.
 - i. A test flight not to exceed two (2) hours in duration.
11. Upon completion of the Pre-Purchase Inspection, Purchaser shall notify Seller of its decision to accept or reject the aircraft, and this decision shall be at Purchaser's sole discretion. If the Aircraft is rejected, all deposit monies will be returned to Purchaser. If the Aircraft is accepted, Seller will immediately authorize all required maintenance as per paragraph 12.
12. Defects found as a result of the Pre-Purchase inspection, which affect the airworthiness of the Aircraft or prevent the functioning of any installed equipment, systems or engines in accordance with the manufacturers' specifications will be corrected by Seller at Seller's expense prior to final delivery.
13. The Aircraft shall have all cabin windows free of any visual defects.
14. Seller shall deliver the Aircraft to Purchaser and Purchaser shall accept delivery at a mutually acceptable location within five (5) business days after completion of the Pre-Purchase Inspection and the correction of defects which affect the airworthiness of the Aircraft or prevent the functioning of any installed equipment, systems, or engines in accordance with manufacturers' specification, has been completed at Seller's expense, and as evidenced by a return to service log book entry.

15. The Aircraft shall be delivered with all log books (complete and continuous since new in English –official/certified translation accepted), flight manuals, maintenance manuals, maintenance records, wiring diagrams, engine inlet covers, pitot-tube covers, and any other records, paperwork or loose equipment as normally is considered part of the Aircraft.
16. Other than as specified in Section 17 below, this offer does not constitute a binding obligation of either party to purchase or sell the Aircraft. A binding commitment to purchase the Aircraft will exist only on the execution and delivery of a mutually acceptable, binding, written and definitive Aircraft Purchase Agreement which the parties will work to have executed within seven (7) business days of the execution of this offer ("Aircraft Purchase Agreement"), subject to the terms and conditions contained therein. The first draft of the Aircraft Purchase Agreement will be provided by the Purchaser. Both parties agree that unless and until such Aircraft Purchase Agreement has been executed and delivered, none of Seller's or Purchaser's agents, brokers or any of their directors, officers, employees, stockholders or owners has any legal obligation of any kind or liability to the other with respect to this offer or the purchase or sale of the Aircraft other than the confidentiality obligation specified in Section 17 below..
17. The entire contents of this offer shall remain confidential between all parties named in this offer, except either party may disclose the contents of this offer (i) to such party's accountants, auditors, lawyers, consultants and lenders, provided that such third parties agree to confidentiality insofar as may be necessary for either party to carry out its obligations or enforce its rights under this offer, (ii) to the Escrow Agent and (iii) as required by law.
18. This offer shall expire at 17:00 EST on January 15, 2019.

Please indicate your acceptance by signing below and returning via fax to 1-561-391-3914.

Purchaser

Seller:

Global Wings, LLC

JEGE, LLC

By:



By:

Printed: Nick Schneider

Printed: _____

Title: President

Title: _____

Date: January 14, 2019

Date: _____