

LETTER OF INTENT

May 11, 2016

Jetran, LLC
[REDACTED]

Horseshoe Bay, TX
Attention: Doug Jaffe, CEO

Re: **Boeing 727-31, Serial Number 20115**
Registration N908JE ("Aircraft")

Ladies and Gentlemen:

JEGE, Inc., a Delaware corporation ("Seller"), hereby expresses its intent to sell to Jetran, LLC ("Purchaser"), all of Seller's right, title and interest in and to that certain Boeing 727-31 jet aircraft, bearing Manufacturer's Serial No. 20115 and U.S. Registration No. N908JE, together with its equipped engines (Engine #1 – 726121; Engine #2 – 654373; and Engine #3 – 726122) and all avionics, equipment, systems, furnishings and accessories installed on, contained in or attached to said aircraft and engines, and all aircraft records and documents associated with said aircraft, all as is to be more particularly described in the definitive written Aircraft Purchase Agreement described below (collectively, the "Aircraft"), subject to the following terms and conditions:

1. The total purchase price for the Aircraft shall be the sum of One Million Five Hundred Thousand U.S. Dollars (US \$1,500,000.00), payable as follows:

- (a) Within two (2) business days after Purchaser's acceptance of this Letter of Intent ("LOI"), Purchaser shall wire transfer a fully refundable One Hundred Thousand U.S. Dollars (US\$100,000.00) deposit (the "Deposit") to McAfee & Taft, Oklahoma City, Oklahoma (the "Escrow Agent"), which Deposit shall be held in escrow and disbursed in accordance with the terms and conditions set forth in this Letter of Intent and in the definitive written Aircraft Purchase Agreement described below (the "Purchase Agreement"); and
- (b) The balance of the purchase price for the Aircraft in the amount of One Million Four Hundred Thousand U.S. Dollars (US \$1,400,000.00) shall be paid at the closing provided for in the Purchase Agreement (the "Closing"), said purchase price balance to be wire transferred prior to the Closing into a special escrow account of the Escrow Agent for its disbursement to Seller at the Closing upon the

satisfaction of the conditions and requirements to be set forth in the Purchase Agreement.

2. The Deposit and this Letter of Intent shall be subject to the execution of a definitive written Aircraft Purchase Agreement between Seller and Purchaser in form and substance mutually satisfactory to Seller and Purchaser, providing for the sale and purchase of the Aircraft on terms consistent with this Letter of Intent, such other terms as are typically found in transactions of the type contemplated herein and such other terms and conditions as may be mutually agreeable to the parties. Said definitive written Aircraft Purchase Agreement shall herein be referred to as the "Purchase Agreement". Seller shall provide to Purchaser an initial draft of the Purchase Agreement within three (3) business days after the acceptance of this Letter of Intent by Purchaser and the Escrow Agent's receipt of the Deposit from Purchaser, and Seller and Purchaser shall undertake to execute and deliver to each other the mutually acceptable Purchase Agreement within five (5) business days after Seller's delivery of the initial draft of the Purchase Agreement to Purchaser. The Purchase Agreement shall supersede this Letter of Intent in its entirety, and, if there should be any conflicts between the provisions of the Purchase Agreement and this Letter of Intent, the provisions of the Purchase Agreement shall control for all purposes. If the parties fail to enter into the Purchase Agreement within five (5) business days after Seller's delivery to Purchaser of the initial draft of the Purchase Agreement, then, unless the parties agree in writing to extend the date for execution, the Escrow Agent shall, within one (1) business day after the expiration of such five (5) business day period, return the Deposit to Purchaser, and neither Seller nor Purchaser shall have any further liability to the other party.

3. At Closing, the Aircraft is to be sold and delivered to Purchaser with good title and free and clear of all liens, claims, and encumbrances.

4. At Closing, the Aircraft is to be sold and delivered to Purchaser, without any express or implied warranties (other than a warranty of good title), in "AS-IS, WHERE-IS and WITH ALL FAULTS" condition; provided, however, that Purchaser shall have no obligation to close unless the Aircraft is delivered at Closing with a current, valid standard U.S. Certificate of Airworthiness, with all then due Airworthiness Directives and Mandatory Service Bulletins complied with, and with current, complete and continuous logbooks in English from the date of manufacture to the Closing Date.

5. Purchaser is entitled to perform, at Purchaser's cost and expense, an inspection (in scope that is acceptable to Seller) of the Aircraft and its systems and a review of its records and log books (the "Records") at Atlantic Aviation in West Palm Beach, Florida (the "Inspection Location"). Purchaser's inspection shall commence by not later than ten (10) days after Purchaser's execution and delivery of this Letter of Intent. Upon the completion of the inspection, Purchaser shall provide written notice to Seller of either Purchaser's acceptance of the Aircraft, which shall be unconditional, or Purchaser's rejection of the Aircraft, not later than two (2) business days after completion of the inspection (the "Acceptance Deadline"). If Purchaser rejects the Aircraft by the Acceptance Deadline, the Deposit shall be returned by the Escrow Agent to Purchaser and neither party shall have any further obligation or liability to the other under this Agreement. If Purchaser accepts the Aircraft or fails to reject the Aircraft by the Acceptance Deadline

("Purchaser's Acceptance"), the Deposit shall become non-refundable and the Closing shall occur as soon as is reasonably practicable after Purchaser's Acceptance on a date mutually acceptable to Purchaser and Seller (the "Closing Date").

6. The Closing of the sale of the Aircraft by Seller to Purchaser shall take place on the Closing Date at a location hereafter to be agreed upon in writing by Seller and Purchaser (the "Delivery Location").

7. This LOI will remain in effect until 5:00 [REDACTED] EDT on May 13, 2016, after which, if not accepted by Purchaser, it shall expire and have no further force or effect. This LOI may be accepted by Purchaser's returning by facsimile transmission a copy hereof, signed by an authorized representative of Purchaser, to Darren K. Indyke, the Vice President of Purchaser, at facsimile no. 646-350-0378 prior to that time.

JEGE, INC.

By: _____
Darren K. Indyke
Vice President

AGREED TO AND ACCEPTED BY:

PURCHASER:

ESCROW AGENT:

JETRAN, LLC

MCAFEE & TAFT

By: _____
Name: Doug Jaffe
Title: Chief Executive Officer
Date: _____

By: _____
Name: _____
Title: _____
Date: _____