



4790 HOLDINGS LLC

OFFER LETTER

From: 4790 Holdings, LLC, a Florida limited liability company, with an address at 4790 Tropicana Avenue, Cooper City, FL 3333 (Buyer)

To: Equus Global Aviation, LLC (“Seller on behalf of aircraft owner”)

Re: Offer Letter to purchase aircraft Boeing B727-100RE MSN 20115, Registration N908JE.

Buyer hereby issues its Offer Letter to purchase the above-referenced aircraft for the amount of Two Million (\$2,000,000.00) U.S. Dollars, subject to the following:

1. This offer is for the aircraft, engines and all spare parts and electronics on or in said aircraft or held elsewhere for use on said aircraft.
2. The aircraft shall be delivered in airworthy condition at the Seller’s expense, as follows:
 - a. With all systems and avionics functioning normally and in accordance with the manufacturer’s recommendations;
 - b. With a current US Certificate of Airworthiness and Registration;
 - c. Current on maintenance programs with no deferrals or extensions;
 - d. With all air worthiness directives and mandatory service bulletins complied with by Seller;
 - e. With all records, consecutive logbooks, flight manuals, STC’s and maintenance records from the date of manufacture, including manuals and wiring diagrams;
 - f. With all accessories to the aircraft in owner’s possession including spare parts, if any;
 - g. Free and clear of all liens or encumbrances; and
 - h. With no corrosion or damage history.
3. The Buyer shall have the right to conduct an initial “pre-inspection” at a mutually agreeable time and location, consisting of internal and external visual inspection, including but not limited to test of select electrical, hydraulic, pneumatic and auxiliary power systems. Buyer shall have the right after the “pre-inspection” to continue to a formal Letter of Intent, place a refundable deposit in escrow and perform pre-purchase inspection, or reject the aircraft at it sole discretion. The formal pre-purchase inspection may include, but is not limited to, a demonstration flight not to exceed one (1) hours with Buyer paying the actual cost for fuel only, and a detail physical inspection of the aircraft and its records, at Buyer’s sole expense. Acceptance or rejection of aircraft will occur within three business days after completion of the aircraft formal pre-purchase inspection. If the Buyer rejects

the aircraft then the Seller shall immediately return the deposit to Buyer, the agreement will terminate and neither party shall have any further liability to the other. If the Buyer accepts the aircraft then the parties shall negotiate a purchase agreement for the aircraft and the deposit shall be applied to the purchase price.

4. This Offer Letter shall be valid until November 11th at 5:00 [REDACTED] Eastern Standard Time.
5. That all terms and conditions of this Offer Letter are to be held in strictest confidence and should not be disclosed to any other person by either party without written approval from the other.
6. This Offer Letter is subject to and will be interpreted in accordance with the laws of the United States of America, Broward County, Ft Lauderdale, FL.

THE UNDERSIGNED HEREBY WARRANT AND AGREE THAT THEY HAVE THE AUTHORITY TO EXECUTE THIS AGREEMENT. THIS SHALL BE A BINDING AGREEMENT WITH BOTH PARTIES ACKNOWLEDGING ANY CHANGES TO THIS AGREEMENT MUST BE IN WRITING.

4790 HOLDINGS LLC

EQUUS GLOBAL AVIATION, LLC



Date: November 4, 2013 (Buyer)

Date: _____ (Seller)