

LETTER OF INTENT

October 3, 2011

Seminole Tribe of Florida
6300 Stirling Road
Hollywood, FL 33024

Re: 2002 Bell 430 Helicopter,
Serial No. 49091, U.S. Registration No. N557ST

Ladies and Gentlemen:

Freedom Air International, Inc. ("Purchaser") hereby expresses its intent to purchase from Seminole Tribe of Florida ("Seller") that certain 2002 Bell 430 helicopter bearing Manufacturer's Serial No. 49091 and U.S. Registration No. N557ST, together with its equipped engines and all avionics, equipment, systems, furnishings and accessories installed on, contained in or attached to said helicopter and engines, and also including all loose equipment that is normally or currently part of the helicopter and all aircraft records and documents associated with the helicopter, all as is to be more particularly described in the definitive Aircraft Purchase Agreement described below (collectively, the "Aircraft"), subject to the following terms and conditions:

1. The total consideration to be paid or delivered for the Aircraft shall be the sum of One Million U.S. Dollars (US\$1,000,000.00), plus the delivery and transfer to the Seller of Purchaser's 1999 Bell 407 helicopter, bearing Manufacturer's Serial No. 53375 and U.S. Registration No. N491GM, together with its equipped engine and all avionics, equipment, systems, furnishings and accessories installed on, contained in or attached to said helicopter and engine (the "Traded Aircraft"). Within three (3) business days after Seller's acceptance of this Letter of Intent ("LOI"), Purchaser shall wire transfer to Insured Aircraft Title Service, Inc., Oklahoma City, Oklahoma, Attn: Kirk Woford, President (the "Escrow Agent"), a fully refundable One Hundred Thousand U.S. Dollar (US\$100,000.00) deposit on the consideration to be paid for the Aircraft (the "Deposit"), which Deposit shall be held in escrow and disbursed in accordance with the terms and conditions set forth in the definitive written Aircraft Purchase Agreement described below (the "Purchase Agreement"). The balance of the consideration to be paid, transferred and delivered for the Aircraft, consisting of Nine Hundred Thousand U.S. Dollars (US\$900,000.00) and the Traded Aircraft, shall be paid, transferred and delivered at closing upon the satisfaction of the conditions and requirements to be set forth in the Purchase Agreement.

2. The Deposit and this LOI shall be subject to the execution of a definitive written Aircraft Purchase Agreement between Seller and Purchaser in form and substance mutually satisfactory to the parties, providing for the sale and purchase of the Aircraft on terms consistent with this LOI, 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. Purchaser shall provide an initial draft of the Purchase Agreement within seven (7) business days after the acceptance of this LOI by Seller, and Seller and Purchaser shall undertake to execute and deliver to each other the mutually acceptable Purchase Agreement within fifteen (15) business days after the acceptance of this LOI by Seller. The Purchase Agreement shall supersede this LOI in its entirety and if there should be any conflicts between the provisions of the Purchase Agreement and this LOI, the provisions of the Purchase Agreement shall control for all purposes. If the parties fail to enter into a Purchase Agreement within such fifteen (15) business day period, then, unless the parties agree in writing to extend the date for execution, the Escrow Agent shall, within one (1) business day, return the Deposit to Purchaser and neither Seller nor Purchaser shall have any further liability to the other party.

3. The Aircraft and the Traded Aircraft shall each be delivered with good and marketable title and free and clear of all liens, claims, demands and encumbrances.

4. The Aircraft and the Traded Aircraft shall each be delivered in an airworthy condition with a valid standard U.S. certificate of airworthiness and shall each comply in all respects with the Delivery Condition applicable thereto to be defined and specified in detail in the Purchase Agreement.

5. A pre-purchase inspection of each of the Aircraft and the Traded Aircraft shall be conducted at a facility to be specified in the Purchase Agreement and the scope of the pre-purchase inspection, including mechanical and records inspections, test flights and the like will also be specified in the Purchase Agreement. Closing on the purchase of the Aircraft shall be subject to Purchaser's satisfaction, in Purchaser's sole discretion, with the results of the pre-purchase inspection of the Aircraft and to Seller's satisfaction, in Seller's sole discretion, with the results of the pre-purchase inspection of the Traded Aircraft.

6. This LOI will remain in effect until 5:00 [REDACTED] EDT on October 7, 2011, after which, if not accepted by Seller, it shall expire and have no further force or effect. This LOI may be accepted by Seller's returning by facsimile transmission a copy hereof, signed by an authorized representative of Seller, to Darren K. Indyke, the Vice President of Purchaser, at facsimile no. [REDACTED] prior to that time.

FREEDOM AIR INTERNATIONAL, INC.

By: _____
Name: _____
Title: _____

ACCEPTED:

SEMINOLE TRIBE OF FLORIDA

By: _____

Name: _____

Title: _____

Date: _____