

OFFER TO PURCHASE

March 8 2014

Darren K. Indyke, Esq.

Agent of Seller of capital stock of JEGE, Inc.

c/o 6100 Red Hook Qtr., B3

St Thomas, VI 00802-1348

Re: Boeing 727-100 Super serial number 20115

AL Research & Development, Inc. and or assigns (the "Buyer") hereby offers to purchase 100% of the capital stock of JEGE, Inc., a Delaware corporation (the "Company"), from the owner thereof (the "Seller"), which Company owns an FAR Part 125 Operating Certificate and one Boeing 727-100, bearing manufacturer's serial number 20115, currently registered in the United States as N908JE, together with two Pratt & Whitney JT8D-119 jet engines and one Pratt & Whitney JT8D-7B jet engine (the "Aircraft"), serial numbers to be provided in the Purchase Agreement (as hereinafter defined) and all aircraft documentation in the Company's possession, based on and pursuant to the following terms:

Purchase Price: The purchase price for 100% of the capital stock of the Company shall be Four Million Five Hundred Thousand US Dollars (\$4,500,000.00 USD).

Deposit: Together with the acceptance of this Offer, but in any case no later than by March 12, 2014, a refundable deposit in the amount of Five Hundred Thousand US Dollars (\$500,000.00 USD) (the "Deposit") shall have been made to the account of AIC Title Service, LLC, Oklahoma City, Oklahoma (the "Escrow Agent"), in accordance with the wire transfer instructions provided by the Escrow Agent. The Escrow fees shall be split equally between Seller and Buyer.

The Deposit shall only become non-refundable upon Buyer's written Technical Acceptance (defined below) of the Aircraft and the execution and delivery by each of Seller and Buyer of the mutually acceptable Purchase Agreement, and the Deposit shall be applied towards the purchase price for 100% of the capital stock of the Company pursuant to the provisions of the Purchase Agreement.

Condition of Aircraft: Upon Closing of the sale and purchase of the capital stock of the Company pursuant to the Purchase Agreement, the Aircraft shall be in airworthy condition under all FAA requirements; all aircraft systems and installed equipment and accessories shall be operating normally in accordance with manufacturers' specifications with no existing fuel leaks or corrosion outside of manufacturers limits; and with all maintenance and operating manuals and wiring diagrams in the Company's possession delivered with the Aircraft at closing. The Aircraft shall be current on its currently approved inspection program as of the date of closing and the Aircraft and engines shall be free of any liens or encumbrances. Seller shall reasonably cooperate with the Purchaser to cause all parts and service warranties, if any, applicable to the Aircraft, including the engines and airframe, to continue to exist, to the extent permissible under the terms of those warranties, in favor of the Company after the transfer ownership of the Company to Buyer Closing. The Aircraft is and will be US registered. All loose equipment, galley equipment and parts belonging to the Company and used on or with the Aircraft that are in the Company's possession, will be included in the definition of the Aircraft (collectively, the "Delivery Conditions").

Post-Closing Engine Inspection: Seller and Buyer agree that Six Hundred Thousand US Dollars (\$600,000.00 USD) of the Four Million Five Hundred Thousand US Dollars (\$4,500,000.00 USD) Purchase Price (the "Holdback Amount") to be delivered to Seller at Closing will be retained by the