

LETTER OF INTENT

**THIS AIRCRAFT LETTER OF INTENT** is made as of April 15<sup>th</sup> , 2015

**BETWEEN**

- (1) **WINDSTAR CAPITAL CORPORATION**, a company organized and existing under the laws of the Cayman Islands , together with it's successors and/or assigns (the "SELLER") and
- (2) **JEGE Inc**, a company organized and existing under the laws of the State of New York, USA (the "BUYER")

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, **IT IS AGREED** as follows.

Subject to the Parties executing a definitive Aircraft Purchase and Sale Agreement, Seller desires to sell, and Buyer desires to purchase the Boeing BBJ aircraft, Production number YD-404 , Registration Number OE-ILX together with two (2) GE CFM56-7B27 engines, serial numbers 888428 and 888429 and Honeywell GTCP131-9B APU, serial number P-5991, and all avionics and accessories therein, including, without limitation, Four (4) auxiliary fuel tanks installed by PATS, together with all aircraft maintenance records, pilot's operation handbook, engine and airframe logbook and auxiliary power unit logbook, all of which shall be current, complete and continuous from the date of manufacture through the date of closing of the Aircraft sale and purchase transaction between the Parties ("Closing"), including any and all equipment specified in that certain Purchase Agreement No. \_\_\_\_\_ between The Boeing Company and Seller dated as of \_\_\_\_\_, and all side letters and letter agreements thereto (the "Boeing Contract") (collectively referred to as the "Aircraft" ). The purchase price to be paid for the Aircraft shall be U.S. \$31,500,000 (Thirty-One Million Five hundred thousand U.S. Dollars) inclusive of the Full Deposit (as defined below) PLUS Clear Title to Boeing 727-100 S/N 20115 Registration No: N-908JE ( The trade-In aircraft ) Seller and Buyer agree that Seller shall have the obligation to sell and that Buyer shall have the obligation to purchase the Aircraft on the terms and conditions hereinafter set forth and subject to the execution of a definitive Aircraft Purchase and Sale Agreement between the Parties:

1. Upon execution of this LOI, but no later than April 16<sup>th</sup> , 2015 at 3 p.m. Central Time, Buyer shall deposit the sum of US\$1,000,000 (One Million U.S. Dollars) (the "Initial Deposit") at Insured Aircraft Title Service inc., Oklahoma City, Oklahoma ("Escrow Agent"). Seller shall provide Buyer with a draft Aircraft Purchase and Sale Agreement, containing the terms and conditions herein and terms and conditions customary for transactions of the nature contemplated hereby, which the Parties shall execute no later than April 28th, 2015. Escrow fees shall be split equally between Buyer and Seller. The Initial Deposit shall be fully refundable to Buyer, at its sole discretion, until the execution of a definitive Aircraft Purchase and Sale Agreement between the Parties in respect of the Aircraft. Subject to the Parties executing such Aircraft Purchase and Sale Agreement, the Initial Deposit shall be increased by US\$3,000,000 (Three Million

U.S. Dollars) (the "Full Deposit"). The Full Deposit of US\$4,000,000 (Four Million U.S. Dollars) by shall become non-refundable by the end of business, Eastern Time, on April 28th, 2015 except as otherwise provided therein including, without limitation, in the event of a total loss of the Aircraft prior to Closing.

2. Buyer will have the option to inspect the Aircraft in Basel Switzerland on or prior to May 8<sup>th</sup>, 2015.
3. Closing no later than May 18th, 2015, or such other later date as may be agreed in writing between the Parties, in exchange for delivery at \_\_\_\_\_ of, and transfer of title to, the Aircraft from Seller to Buyer:
  - (a) As is, where is, and subject to a Pre-Purchase Inspection to be at Buyers sole cost and whereas Seller agrees to fix any and all Airworthiness discrepancies. Pre-Purchase Inspection to be carried out at Jet Aviation in Basel, Switzerland on or before May 8<sup>th</sup>, 2015. Aircraft to be made available for Pre-Purchase Inspection at Jet Aviation in Basel Switzerland by no later than April 28<sup>th</sup>, 2015.
  - (b) With a FAA Bill of Sale and warranty Bill of Sale from Seller in favour of Buyer in a form to be agreed in the definitive Aircraft Purchase and Sale Agreement conveying good, legal, and valid title, free and clear of all liens and encumbrances, placed with the Escrow Agent, and
  - (c) To the extent they are in Seller's possession, with all original engine and airframe logbooks and records, true and complete, continuous, up to date and accurate, wiring diagrams, life vests, life rafts, spare parts and loose equipment and with all mandatory Service Bulletins and Airworthiness Directives compiled with, and including any and all equipment specified in the Boeing Contract, and the documents and/or materials delivered by Boeing and PATS, and
  - (d) With the executed delivery receipt, and
  - (e) At Buyer's expense, with a current U.S. Registration, a Austrian Certificate of Airworthiness for Export to a country to be designated by Buyer and all documents necessary to effect the Austrian deregistration of the Aircraft;
  - (f) To the extent they are in Seller's possession, a complete copy of the documentation for the installation and future operation of the auxiliary fuel tanks by PATS shall be provided to Buyer and assignment and transfer of any and all transferable warranties related thereto by PATS,
4. Upon the Buyer's Initial Deposit of US\$1,000,000 (One Million U.S. Dollars), Seller will remove the Aircraft from the market and will not market or advertise, or permit any other person or entity to market or advertise, the Aircraft as being available for purchase to any person or entity including prospective buyers.

5. The terms and conditions of this LOI shall remain confidential and Seller and Buyer agree not to divulge any terms or conditions of this LOI to any parties other than the contractual partners and their respective lawyers, bankers, accountants and agents either prior or subsequent to the delivery of the Aircraft, except to the extent required to perform each of their respective obligations as contained herein or as required by applicable law.
6. The terms and conditions contained in this LOI are intended to be an outline of each Party's proposed requirements for the contemplated purchase and sale transaction covering the Aircraft. The obligations of Buyer and Seller are subject to the execution of a definitive purchase agreement acceptable to both parties. The execution of a definitive Aircraft Purchase and Sale Agreement between the Parties in respect of the Aircraft in form and substance satisfactory in all respects to Buyer and Seller (and each of its respective counsel). Each of the Parties acknowledges and agrees that in the event that a definitive Aircraft Purchase and Sale Agreement in respect of the Aircraft is not, for whatever reason, executed by the Parties within Fourteen days of the date hereof unless mutually extended by written agreement, the validity of this LOI shall lapse and thereafter neither Party shall have any liability to the other Party at law or in equity in relation to the LOI or the Aircraft.
7. Upon execution of this LOI, the Seller will provide the Buyer with all technical specifications of the Aircraft.
8. This LOI shall be governed by, and construed in accordance with, the laws of the State of Switzerland and the Parties agree to the non-exclusive jurisdiction of the Courts of the city of Geneva, in order to resolve and settle any and all disputes which may arise under this LOI and which may not have been able to be amicably solved by and between the Parties.

This LOI may be executed simultaneously in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same LOI. Delivery of an executed counterpart of this LOI by facsimile transmission shall be deemed effective delivery of an originally executed counterpart. Any Party delivering an executed counterpart of this Agreement by facsimile transmission shall also deliver an originally executed counterpart; provided however, the failure of any Party to deliver an originally executed counterpart of this Agreement shall not affect the validity or effectiveness of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this LOI to be executed by representatives as of the day and year first above written.

For the Seller :

WINDSTAR CAPITAL CORPORATION

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By:

Its:

For the Buyer:

JEGE Inc

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By:

Authorized Signatory