

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (the "*Agreement*") is made and entered into as of August __, 2015 by and between Jeffrey Epstein with an address at 6100 Red Hook Quarter, B3, St. Thomas, USVI 00802 (the "*Seller*"), and _____, a _____ with an address at _____ (the "*Purchaser*").

RECITALS

WHEREAS, the Seller is the sole owner of all of the issued and outstanding shares of the capital stock (the "*Stock*") of JEGE, INC., a Delaware corporation (the "*Company*"); and

WHEREAS, the Company owns all of the right, title and interest in and to that certain Boeing 727-100 aircraft, bearing manufacturer's serial number 20115, and currently registered with the United States Federal Aviation Agency (the "*FAA*") as N908JE, together with said aircraft's two Pratt and Whitney JT8D-219 engines and one Pratt and Whitney JT8D-7B engine (the "*Aircraft*");

WHEREAS, the Company holds a current Part 125 Certificate with respect to the Aircraft (the "*125 Certificate*"); and

WHEREAS, the Seller desires to sell, transfer and convey to the Purchaser, and the Purchaser desires to purchase from the Seller, all of the Seller's right, title and interest in and to the Stock, so that, upon consummation of such sale and purchase, the Purchaser shall become the beneficial owner of the Aircraft and, subject to applicable law and regulations, the rights and obligations under the 125 Certificate, said purchase and sale to be made upon, subject to, and in accordance with the provisions of this Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, representations, warranties, and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. AGREEMENT TO SELL AND PURCHASE.

1.1 Upon, subject to and in accordance with provisions contained herein, at the Closing (as hereinafter defined) the Seller shall sell, transfer and convey to the Purchaser, and the Purchaser shall purchase from the Seller, all of the Seller's right, title and interest in and to the Stock at a purchase price of Three Million Nine Hundred Fifty Thousand Dollars (\$3,950,000).

1.2 Within three (3) days after the date hereof, the Purchaser shall place a deposit of _____ Dollars (US \$ _____) (the "*Deposit*") with Tammi

Bear at AIC Title Service, LLC, 6350 West Reno, Oklahoma City, OK 73127 (the "**Escrow Agent**"), which Deposit shall be held in escrow and disbursed at the Closing (as hereinafter defined and described) pursuant to the conditions and requirements set forth in this Agreement. The balance of the Purchase Price in the amount of _____ Dollars (US \$ _____) (the "**Purchase Price Balance**", and together with the Deposit, the "**Purchase Price**") shall be paid to the Escrow Agent on or before _____, 2015 in accordance with the provisions of Section 3.1 (a)(i) hereof.

1.3 It is the intention of the parties hereto that as a result of the sale and the purchase of the Stock as provided herein, the Purchaser, through its sole ownership of all of the issued and outstanding capital stock of the Company, will acquire all right, title and interest in and to the Aircraft, the Aircraft Assets (as hereinafter defined), the Aircraft Documents (as hereinafter defined), and subject to applicable law and regulations, the 125 Certificate Documents (as hereinafter defined) and the rights and obligations of the Company under the 125 Certificate (collectively the "**Specified Assets**").

1.4 For purposes of this Agreement, when used herein, the following capitalized terms shall have the meanings ascribed to them below:

- "**Aircraft Assets**" shall mean all avionics, equipment, systems, furnishings and accessories installed on, contained in or attached to the Aircraft, and also including all loose equipment that is normally or currently part of the Aircraft and any spares specifically acquired for the Aircraft that are in the Company's possession.
- "**Aircraft Documents**" shall mean all airframe, engine and accessory logbooks, flight and operation manuals, maintenance and overhaul records, checklists, drawings, and other records and paperwork relating to the Aircraft, excluding the 125 Certificate Documents as defined below.
- "**125 Certificate Documents**" shall mean the General Operations Manual, General Maintenance Manual and Minimum Equipment List submitted by the Company in connection with its application for and the FAA's issuance to the Company of a Part 125 Certificate relating to the Aircraft.

1.5 Anything to the contrary provided in this Agreement notwithstanding, the parties hereto understand and agree that the Company neither owns nor controls nor has any rights in respect of any other material assets other than the Specified Assets, and that as a result of the sale and purchase of the Stock as provided herein, the Purchaser, through its sole ownership of all of the issued and outstanding Stock as provided herein, will not be entitled to acquire, nor shall it acquire, any right, title or interest in and to any material asset other than the Stock, and, subject to applicable law and regulations, the Specified Assets.

2. INSPECTION; CONDITION OF SPECIFIED ASSETS.

2.1 No later than _____ () days after the date hereof, the Purchaser shall dispatch an evaluation team to the Aircraft's current location at Stanbaugh Aviation in Brunswick, Georgia, to review and inspect the condition of the Specified Assets (the "Inspection"). The Inspection shall consist of such visual inspections, tests, and other inspections as shall be agreed to by the Seller and the Purchaser. Within two (2) business days after completing the Inspection, Buyer will provide the Seller with either a written acceptance of the Specified Assets and election to proceed with the Closing of the purchase of the Stock, which will include the Specified Assets in their "as-is, where-is" condition, which Closing will take place at the time provided in and in accordance with the provisions of this Agreement, or, if the Purchaser elects not to proceed for any reason following the Inspection, the Purchaser will notify the Seller of rejection of the Specified Assets, and of its election to terminate this Agreement, whereupon the Deposit will be returned to the Purchaser and neither party will have any further obligation to the other under this Agreement. The Purchaser's failure to notify the Seller of rejection within such two (2) business day period shall be deemed to be the Purchaser's acceptance of the Specified Assets in their "as-is, where-is" condition and election to proceed with the Closing when, where and in accordance with the provisions of this Agreement.

2.2 In no event shall the Purchaser have the right to request that the Seller cause the Company to correct any claimed defect in any Specified Assets.

2.3 The Closing shall take place on a date to be agreed to by the Seller and the Purchaser, but in no event later than _____, 2015 (the "Closing Date"). The Specified Assets shall conform to the following conditions at Closing (the "**Delivery Conditions**"):

(a) The Specified Assets shall be in substantially the same condition as at the time of the Purchaser's acceptance after the Inspection;

(b) There shall be a current U.S. Certificate of Airworthiness in effect for the Aircraft;

(c) The Aircraft shall be delivered with the current and valid 125 Certificate issued to the Company and relating to the Aircraft, together with the 125 Certificate Documents;

(d) Title to the Specified Assets shall be free and clear of all liens, claims and encumbrances; and

(e) The Aircraft shall be delivered with all log books and maintenance records in Company's possession current and up to date through the date of Closing.

3. PRE-CLOSING REQUIREMENTS; CLOSING; AND DELIVERY.

3.1 **Pre-Closing.** Prior to the Closing Date, the following deliveries shall be made:

(a) The Purchaser shall have delivered to the Escrow Agent the following (“*Purchaser’s Pre-Closing Deliveries*”):

(i) The full purchase price of Three Million Nine Hundred Fifty Thousand Dollars (US \$3,950,000.00) by wire transfer to the Escrow Agent in immediately available funds; and

(ii) Purchaser’s Acknowledgement in the form annexed hereto as Exhibit A, signed by a duly authorized representative of the Purchaser.

(b) The Seller shall deliver to the Escrow Agent the following (“*Seller’s Pre-Closing Deliveries*”):

(i) A Stock Certificate of the Seller, representing all of the shares of the Stock, with the stock power on the reverse side thereof executed by the Seller in blank;

(ii) A separate irrevocable stock power evidencing the transfer of the Stock from the Seller to the Purchaser;

(iii) The Seller’s Acknowledgement in the form annexed hereto as Exhibit B, signed by the Seller;

(iv) An undated resignation of the Seller as sole Director and the President of the Company;

(v) An undated resignation of Darren K. Indyke, the sole remaining officer of the Company, as the Vice President and the Secretary of the Company; and

(vi) The 125 Certificate.

3.2 Closing. The closing of the sale and purchase of the Stock under this Agreement (the “*Closing*”) shall take place at 1:00 [REDACTED] on the Closing Date at such place as the Seller and the Purchaser may mutually agree.

3.3 Delivery. At the Closing, subject to the terms and conditions hereof, the Escrow Agent will deliver (i) to the Seller the Purchaser’s Pre-Closing Deliveries by wiring the Purchase Price in accordance with wire transfer instructions provided by the Seller to the Escrow Agent on or prior to the Closing Date and by emailing and mailing to the Seller the Purchaser’s Acknowledgement; and (ii) to the Purchaser all of the Seller’s Pre-Closing Deliveries in the manner requested in writing by the Purchaser on or prior to the Closing Date. In addition, at the Closing, delivery to the Purchaser, as the sole owner of the Company, of custody of the Aircraft shall take place at the Inspection Facility or such other location agreed to by the Seller and the Purchaser, and delivery to the Purchaser, as the sole owner of the Company, of custody of the Specified Assets not otherwise provided for in this Section 3.3 shall be made at Atlantic Aviation in West Palm Beach, Florida.

4. REPRESENTATIONS AND WARRANTIES OF THE SELLER.

The Seller hereby represents and warrants to the Purchaser, as of the date of this Agreement (*provided that* such representations and warranties do not lessen or obviate the representations and warranties of the Purchaser set forth in this Agreement), that to the Seller's knowledge:

4.1 Organization and Standing; Authorization. The Company is a corporation duly organized and existing under the laws of the State of Delaware. The execution, delivery, and performance of this agreement has been authorized and approved by all required corporate action, and the individual executing this document on behalf of the Seller has authority to execute the same.

4.2 Capitalization; Voting Rights. As of the date hereof and immediately prior to the Closing, the Seller is the sole owner of the Stock, and the Stock represents all of the issued and outstanding shares of the capital stock of the Company.

4.3 Consents. No consent, approval, qualification, order or authorization of, or filing with, any governmental authority is required in connection with the Seller's valid execution, delivery or performance of this Agreement or the consummation of the transactions contemplated hereby.

4.4 Title to Specified Assets. As of the Closing, the Company will have exclusive and good title to the Specified Assets, subject to no mortgage, pledge, lien, security interest, conditional sale agreement, encumbrance or charge, other than as may be imposed by this Agreement and other than such restrictions on the Aircraft Documents and the 125 Certificate Documents as may be imposed by applicable law, rule and regulation..

5. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER.

The Purchaser hereby represents and warrants to the Company, as of the date of this Agreement (*provided that* such representations and warranties do not lessen or obviate the representations and warranties of the Seller set forth in this Agreement), that to the Purchaser's knowledge:

5.1 Organization and Standing; Authorization. The Purchaser is a _____ duly organized and existing under the laws of _____. The execution, delivery, and performance of this agreement has been authorized and approved by all required action, and the individual executing this document on behalf of the Purchaser has authority to execute the same on the Purchaser's .

5.2 Consents. No consent, approval, qualification, order or authorization of, or filing with, any governmental authority is required in connection with the Purchaser's valid execution, delivery or performance of this Agreement or the consummation of the transactions contemplated hereby.

6. CONDITIONS TO CLOSING.

6.1 Conditions to the Purchaser's Obligations at the Closing. The Purchaser's obligations to purchase the Stock at the Closing are subject to the satisfaction, on or prior to the Closing Date, of the following conditions:

(a) **Representations and Warranties True.** The representations and warranties made by the Seller in Section 4 hereof shall be true and correct in all material respects as of the Closing Date with the same force and effect as if they had been made on the Closing Date.

(b) **Performance of Obligations.** The Seller shall have performed all obligations and conditions herein required to be performed or complied with by him on or prior to the Closing, and all of the Delivery Conditions shall have been satisfied or waived by the Purchaser.

(c) **Escrow Agent Confirms Good Title.** The Escrow Agent shall have confirmed that the records of the FAA then reflect that the Company is the record owner of the Aircraft and that the Aircraft is free and clear of all recorded liens, claims and encumbrances.

(d) **Seller's Pre-Closing Deliveries.** The Escrow Agent shall have confirmed timely receipt by the Closing Date and continued possession of the Seller's Pre-Closing Deliveries.

6.2 Conditions to Obligations of the Seller. The Seller's obligation to sell and transfer the Stock to the Purchaser is subject to the satisfaction, on or prior to the Closing Date, of the following conditions:

(a) **Representations and Warranties True.** The representations and warranties made by the Purchaser in Section 5 hereof shall be true and correct in all material respects as of the Closing Date with the same force and effect as if they had been made on the Closing Date.

(b) **Performance of Obligations.** The Purchaser shall have performed all obligations and conditions herein required to be performed or complied with by the Purchaser on or prior to the Closing, and all of the Delivery Conditions shall have been satisfied or waived by the Purchaser.

(c) **Purchaser's Pre-Closing Deliveries.** The Escrow Agent shall have confirmed timely receipt by the Closing Date and continued possession of the Purchaser's Pre-Closing Deliveries.

7. ADDITIONAL PROVISIONS.

7.1 Taxes. As between the Seller and the Purchaser, the Purchaser shall be responsible for and shall pay, or reimburse the Seller for, any and all sales, excise, gross receipts, use, personal property, transfer, stamp or similar taxes, assessments or duties, including interest or penalties imposed thereon and any costs incurred in defense of the nonpayment thereof, including reasonable attorney's fees and expenses, arising out of, or incurred in connection with, the sale and delivery of the Stock to the Purchaser or the use, ownership, possession, maintenance or operation of the Aircraft upon and after the closing, but specifically excluding any income, capital gains or other similar taxes based on the income of the Seller. The provisions of this Section 7.1 shall survive the Closing.

7.2 Enforcement. After the Seller's full and complete compliance with the terms and conditions contained herein, should the Purchaser fail to close or interfere with the Closing for any reason, then the Seller shall be entitled to pursue any and all remedies available at law and in equity, and the Escrow Agent shall retain the Seller's Pre-Closing Deliveries and the Purchaser's Pre-Closing Deliveries in escrow until such time as it receives either (a) written joint instructions signed by both the Seller and the Purchaser, or (b) an order from a court of competent jurisdiction, in either case directing the disbursement of the Seller's Pre-Closing Deliveries and the Purchaser's Pre-Closing Deliveries. If either party hereto commences a legal proceeding to enforce any of the terms of this Agreement, the prevailing party in such action shall also have the right to recover reasonable attorneys' fees, disbursements and costs from the other party, all of which shall be fixed by the court in the same action.

7.3 Confidentiality. No party to this Agreement shall disclose the price or terms of this Agreement to any third party except to such party's attorneys, accountants, employees, agents and advisors with the need to know the same, or except as required to complete the purchase and sale hereunder, or as may be otherwise required by law. In the event that either party breaches or threatens to breach the provisions of this Agreement, in addition to being entitled to injunctive relief against the breaching party hereto to prevent such threatened breach, the aggrieved party hereto shall be entitled to recover from the breaching party hereto all losses and damages sustained by the aggrieved party which are reasonably attributable to said breach.

7.4 Risk of Loss. Risk of loss, damage, or destruction of the Aircraft shall pass from the Seller to the Purchaser at the Closing.

7.5 Limitation of Warranties. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 4 OF THIS AGREEMENT, EACH OF THE STOCK, THE COMPANY AND EACH OF THE SPECIFIED ASSETS IS BEING SOLD TO THE PURCHASER IN ITS "AS IS, WHERE IS" CONDITION EFFECTIVE AT THE CLOSING. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 4 OF THIS AGREEMENT, NEITHER THE SELLER, NOR THE COMPANY, NOR ANY OF THE AGENTS, REPRESENTATIVES OR EMPLOYEES THEREOF MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR

NATURE WHATSOEVER TO THE PURCHASER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMER OF REPRESENTATIONS AND WARRANTIES, THERE IS (I) NO REPRESENTATION OR WARRANTY BY THE SELLER, THE COMPANY OR THE AGENTS, REPRESENTATIVES OR EMPLOYEES THEREOF AS TO THE AIRWORTHINESS OR PHYSICAL CONDITION OF THE AIRCRAFT OR ANY SPECIFIED ASSETS, (II) NO IMPLIED WARRANTY BY THE SELLER, THE COMPANY OR THE AGENTS, REPRESENTATIVES OR EMPLOYEES THEREOF OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE STOCK, THE COMPANY OR ANY OF THE SPECIFIED ASSETS, (III) NO IMPLIED WARRANTY BY THE SELLER, THE COMPANY OR THE AGENTS, REPRESENTATIVES OR EMPLOYEES THEREOF ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, (IV) NO REPRESENTATION OR WARRANTY BY THE SELLER, THE COMPANY OR THE AGENTS, REPRESENTATIVES OR EMPLOYEES THEREOF AGAINST PATENT INFRINGEMENT OR THE LIKE, AND (V) NO REPRESENTATION OR WARRANTY BY THE SELLER, THE COMPANY OR THE AGENTS, REPRESENTATIVES OR EMPLOYEES THEREOF REGARDING THE UTILITY OF THE 125 CERTIFICATE. IN NO EVENT SHALL EITHER PARTY HERETO BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND.

7.6 Force Majeure. The Seller shall not be liable for any failure to perform under this agreement due to force majeure, which shall include accidents, acts of God, fire, explosion, riot, looting, civil commotion, failure of machinery or plant, shortages of materials, restrictions by government or any competent authority or any other similar circumstances of whatsoever kind and howsoever caused beyond control of the Seller. If, due to force majeure, the Seller is unable to deliver the Aircraft as provided herein, the time for performance under this Agreement shall be extended for the duration and to the full extent of the force majeure; provided, however, that in the event the force majeure event lasts for sixty (60) or more days, then at any time after the expiration of sixty (60) days while the force majeure event is continuing, either party hereto may terminate this Agreement upon notice to the other party hereto and the Escrow Agent, whereupon the Escrow Agent shall return the Purchaser's Pre-Closing Deliveries to the Purchaser and the Seller's Pre-Closing Deliveries to the Seller, and thereafter neither party hereto shall have any obligation to the other party hereto under this Agreement, except as provided in Section 7.16 hereof.

7.7 Brokers. The Seller and the Purchaser each agrees to indemnify and forever hold the other harmless from and against any claims for brokers' compensation, fees, or commissions arising out of the indemnifying party's agreement with any broker or agent for the payment of the same with respect to the transaction contemplated by this Agreement. The provisions of this Section 7.7 shall survive the Closing.

7.8 Further Indemnification. As of the Closing, there shall be no due or payable material obligations of the Company, except as may be expressly provided in this Agreement. The Seller agrees to indemnify and forever hold the Purchaser harmless from and

against any and liabilities, costs, fees and expenses (including, without limitation, for reasonable attorneys fees and disbursements) of the Company arising out of liabilities or claims pertaining to periods prior to the Closing, and the Purchaser agrees to indemnify and forever hold the Seller harmless from and against any liabilities, costs, fees and expenses (including, without limitation, for reasonable attorneys fees and disbursements) of the Company arising out of liabilities or claims pertaining to periods arising from and after the Closing. The provisions of this Section 7.8 shall survive the Closing.

7.9 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Delaware in all respects as such laws are applied to agreements among Delaware residents entered into and performed entirely within Delaware.

7.10 Successors and Assigns. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon the parties hereto and their respective successors, heirs, executors, administrators and permitted assigns. Neither party shall assign this Agreement nor any right or obligation hereunder without the prior written consent of the other party hereto. For purposes of this Section 7.10, a merger, consolidation, or sale of ownership interests of the Purchaser, or any other form of direct or indirect transfer of the rights and obligations hereunder to persons who are not currently the beneficial owners of the existing ownership interests of the Purchaser shall be deemed an assignment subject to the prohibitions contained in this Section 7.10. Any subsequent transfer of the Stock by the Purchaser (other than a transfer which results in no change in beneficial ownership) within ninety (90) days after the Closing Date shall also be deemed an assignment subject to the prohibitions contained in this Section 7.10.

7.11 Entire Agreement. This Agreement and the exhibits hereto constitute the full and entire understanding and agreement between the parties hereto with regard to the subjects hereof and no party hereto shall be liable or bound to any other in any manner by any oral or written representations, warranties, covenants and agreements except as specifically set forth herein and therein. Each party hereto expressly represents and warrants that it is not relying on any oral or written representations, warranties, covenants or agreements outside of this Agreement and the exhibits hereto.

7.12 Amendment. This Agreement may be amended or modified only upon a written consent signed by each of the Seller and the Purchaser.

7.13 Waiver. It is agreed that no delay or omission to exercise any right, power or remedy accruing to any party hereto, upon any breach, default or noncompliance by another party hereto under this Agreement shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such breach, default or noncompliance, or any acquiescence therein, or of or in any similar breach, default or noncompliance thereafter occurring. It is further agreed that any waiver, permit, consent or approval of any kind or character on the part of any party hereto of any breach, default or noncompliance under this Agreement, or any waiver on such party's part of any provisions or conditions of this Agreement, must be in writing signed by both of the Seller and the Purchaser and shall be

effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement, by law, or otherwise afforded to any party, shall be cumulative and not alternative.

7.14 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party hereto to be notified, (ii) when sent by confirmed electronic mail, telex or facsimile if sent during normal business hours of the recipient, if not, then on the next business day, (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the Seller at the address set forth on the signature page hereof and to the Purchaser at the address set forth on the signature page hereof or at such other address or electronic mail address as the Seller or the Purchaser may designate by notice to the other party hereto in accordance with the provisions hereof.

7.15 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic means by either of the parties to the other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

7.16 Escrow Agent Fees. Each of the Seller and the Purchaser shall be responsible for and shall pay to the Escrow Agent fifty percent (50%) of the Escrow Agent's fee for serving as escrow agent as provided in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Stock Purchase Agreement as of the date set forth in the first paragraph hereof.

THE SELLER:

JEFFREY EPSTEIN

Signature: _____

Address: 6100 Red Hook Quarter, B3
St. Thomas, USVI 00802
Telecopier: 646-350-0378
Email: [REDACTED]

THE PURCHASER

NAME:

Signature: _____

Title: _____

Address:
Telecopier:
Email:

LIST OF EXHIBITS

Purchaser's Acknowledgement

Exhibit A

Seller's Acknowledgement

Exhibit B

EXHIBIT A

Purchaser's Acknowledgement

In connection with the closing of the sale and purchase of all of the issued and outstanding shares of capital stock (the "Stock") of JEGE, Inc., a Delaware corporation (the "Company"), upon, subject to, and in accordance with the provisions of that certain Stock Purchase Agreement, dated August __, 2015 (the "Stock Purchase Agreement"), by and between Jeffrey Epstein, as the Seller (the "Seller"), and _____, as the Purchaser (the "Purchaser"), as of the date hereof, the Purchaser acknowledges and agrees as follows (all capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Stock Purchase Agreement):

1. The purchase and sale of the Stock upon, subject to and in accordance with the provisions of the Stock Purchase Agreement has been consummated, so that the Purchaser now is the record and beneficial owner of the Stock. The Purchaser has taken possession, custody and control of the Specified Assets (as defined in the Stock Purchase Agreement) on behalf of the Company.
2. The Purchaser has not relied on any representations, warranties, covenants, promises, agreements, undertakings or understandings, whether written or oral, other than the express representations, warranties and agreements provided in the Stock Purchase Agreement and the Seller's Acknowledgement.
3. Any and all such express representations, warranties and agreements have been fully satisfied and all obligations and requirements under the Stock Purchase Agreement, other than those expressly stated in the Stock Purchase Agreement to survive the Closing, that were imposed on or to be performed by the Seller or the Company have been fully performed and discharged by the Seller and the Company. Only the express representations and warranties of the Seller and the Purchaser, set forth in Sections 4 and 5, respectively, of the Stock Purchase Agreement and the provisions of Sections 7.1, 7.7, 7.8 and 7.16 of the Stock Purchase Agreement survive from and after the date hereof.
4. The Aircraft fully conforms to and is in compliance with the Delivery Conditions set forth in Section 2.4 of the Stock Purchase Agreement.
5. The Purchaser has accepted the Aircraft, the Aircraft Assets, the Aircraft Documents, the 125 Certificate and the 125 Certificate Documents, each in its "as-is, where-is" condition as of the date hereof.
6. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 4 OF THE STOCK PURCHASE AGREEMENT, NEITHER THE SELLER, NOR THE COMPANY, NOR ANY OF THE AGENTS, REPRESENTATIVES OR EMPLOYEES THEREOF HAVE MADE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER TO THE PURCHASER. WITHOUT

LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMER OF REPRESENTATIONS AND WARRANTIES, THERE IS (I) NO REPRESENTATION OR WARRANTY BY THE SELLER, THE COMPANY OR THE AGENTS, REPRESENTATIVES OR EMPLOYEES THEREOF AS TO THE AIRWORTHINESS OR PHYSICAL CONDITION OF THE AIRCRAFT OR ANY SPECIFIED ASSETS, (II) NO IMPLIED WARRANTY BY THE SELLER, THE COMPANY OR THE AGENTS, REPRESENTATIVES OR EMPLOYEES THEREOF OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE STOCK, THE COMPANY OR ANY OF THE SPECIFIED ASSETS, (III) NO IMPLIED WARRANTY BY THE SELLER, THE COMPANY OR THE AGENTS, REPRESENTATIVES OR EMPLOYEES THEREOF ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, (IV) NO REPRESENTATION OR WARRANTY BY THE SELLER, THE COMPANY OR THE AGENTS, REPRESENTATIVES OR EMPLOYEES THEREOF AGAINST PATENT INFRINGEMENT OR THE LIKE, AND (V) NO WARRANTY BY THE SELLER, THE COMPANY OR THE AGENTS, REPRESENTATIVES OR EMPLOYEES THEREOF REGARDING THE UTILITY OF THE 125 CERTIFICATE. IN NO EVENT SHALL EITHER PARTY HERETO BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND.

7. The Seller has relied upon and has been induced by the provisions of this Purchaser's Acknowledgement in consummating the purchase and sale of the Stock with the Purchaser upon, subject to and in accordance with the provisions of the Stock Purchase Agreement.

IN WITNESS WHEREOF, the Purchaser has executed this Purchaser's Acknowledgement on the date set forth below.

PURCHASER:

By: _____

Name:

Title

Dated: _____

EXHIBIT B

Seller's Acknowledgement

In connection with the closing of the sale and purchase of all of the issued and outstanding shares of capital stock (the "Stock") of JEGE, Inc., a Delaware corporation (the "Company"), upon, subject to, and in accordance with the provisions of that certain Stock Purchase Agreement, dated August __, 2015 (the "Stock Purchase Agreement"), by and between Jeffrey Epstein, as the Seller (the "Seller"), and _____, as the Purchaser (the "Purchaser"), as of the date hereof, the Seller acknowledges and agrees as follows (all capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Stock Purchase Agreement):

1. The purchase and sale of the Stock upon, subject to and in accordance with the provisions of the Stock Purchase Agreement has been consummated, so that the Purchaser now is the record and beneficial owner of the Stock. The Purchaser has taken possession, custody and control of the Specified Assets (as defined in the Stock Purchase Agreement) on behalf of the Company.
2. The Seller has not relied on any representations, warranties, covenants, promises, agreements, undertakings or understandings, whether written or oral, other than the express representations, warranties and agreements provided in the Stock Purchase Agreement and the Purchaser's Acknowledgement.
3. Any and all such express representations, warranties and agreements have been fully satisfied and all obligations and requirements under the Stock Purchase Agreement, other than those expressly stated in the Stock Purchase Agreement to survive the Closing, that were imposed on or to be performed by the Purchaser have been fully performed and discharged by the Purchaser. Only the express representations and warranties of the Seller and the Purchaser, set forth in Sections 4 and 5, respectively, of the Stock Purchase Agreement and the provisions of Sections 7.1, 7.7, 7.8 and 7.16 of the Stock Purchase Agreement survive from and after the date hereof.
4. The Purchaser has relied upon and has been induced by the provisions of this Seller's Acknowledgement in consummating the purchase and sale of the Stock with the Seller upon, subject to and in accordance with the provisions of the Stock Purchase Agreement.

IN WITNESS WHEREOF, the Seller has executed this Seller's Acknowledgement on the date set forth below.

SELLER:

Dated: _____