

SALE REPRESENTATION AGREEMENT
March 12th 2014

Between: **JEGE, LLC** with its principal place of business located at 6100 Red Hook Quarter, B3 St. Thomas 00802 Virgin Islands (U.S.) (hereinafter, the "**Client**");

And: **ACASS Canada Limited** whose principal place of business is 6700 Cote-de-Liesse, suite 206, Montreal, Quebec, H4T 2B5, Canada (hereinafter, the "**Broker**").

The Client and Broker hereby agree as follows:

1. The Client hereby appoints the Broker as its sole and exclusive broker, representative and agent for the marketing and sale (hereinafter, the "**Sale**" or "**Sold**") of a Gulfstream G-IV aircraft, bearing serial number 1085 and current registration N212JE (hereinafter, the "**Aircraft**"), at a fair market value to be accepted by Client.
2. Notwithstanding the actual ownership structure of the Aircraft described herein above, the Client hereby confirms and acknowledges that it is for all intents and purposes the beneficial owner of the Aircraft and that the Client has the moral and legal authority to arrange for the Sale and to enter into the present binding agreement with the Broker and that in any event the Aircraft is Sold, the Client will pay and/or cause to be paid the Commission (as defined herein below) to the Broker.
3. In any event the Aircraft is Sold, whether the Sale is facilitated, coordinated or negotiated in whole or in part by the Broker or directly by the Client or any third-party or if the Aircraft is traded-in, the Client agrees, promises and covenants to pay the Broker a flat fee of US \$175,000 without any set off, holdback or deductions, as a commission (the "**Commission**"), under reserve of section 10 herein. The Broker will use reasonable efforts to coordinate the Aircraft Sale, but it is not a prerequisite of this Agreement.
4. Client agrees and promises to cooperate fully with Broker to facilitate the Sale.
5. Client hereby authorizes Broker to promote the Aircraft on pre-approved demo-flights to interested buyers. Direct operating costs of such demo-flights will be at such interested buyer's expense.
6. All legitimate written offers will be submitted to the Client for consideration and approval. Client shall not refuse such legitimate offer without a serious reason to be communicated to Broker prior to the expiration of such offer.
7. The Commission shall be paid to the Broker via wire transfer directly from Escrow, simultaneously with the closing of the Sale, even if such closing actually occurs at a date after the term of this Agreement. This Agreement will be provided to the escrow agent in charge of handling the closing.

8. The Commission is due and payable upon the Sale of the Aircraft to any party, including affiliates and/or related parties to Client.
9. Broker will prepare and distribute marketing materials, advertise the whole at Client's cost and expense, subject to Client pre-approval for individual amounts exceeding US \$2,500 which shall be invoiced to Client on a monthly basis.
10. Notwithstanding any other provision herein, in the event that the Client decides to either no longer Sell the Aircraft prior to the expiry of this Agreement, for any reason whatsoever, the Client agrees to reimburse Broker all out of pocket costs and expenses incurred by the Broker in the pursuit of this mandate, including the aforementioned marketing and advertising costs. A minimum, non-refundable mandatory fee of US \$25,000 shall be payable to the Broker upon execution of this Agreement and will be deducted from the payment of the Commission upon closing.
11. For the purpose of this Agreement, the Client includes its affiliated and subsidiary companies, (if any) as well as any of the Client's assignee and/or designate and their directors, officers, members, managers, employees, agents and advisers.
12. This Agreement will be for a term of twelve (12) months, beginning on the date first mentioned hereinabove (the "Term").
13. Notwithstanding the preceding section, this Agreement shall automatically be renewed for the same period, unless the party who wished to terminate the Agreement sends a written notice to that effect to the other party, at least forty-five (45) days prior to the expiration of the Term.
14. Notwithstanding the expiration or termination of this Agreement for any reason, the Commission will also be due and payable to Broker should the Aircraft be Sold to any prospective buyer submitted to Client during the Term, if such Sale intervenes within twelve (12) months from the date of the expiration or termination.
15. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties concerning the subject matter herein. Further, this Agreement shall not be modified or amended except by written instrument dated subsequent to the date hereof and executed by all parties hereto.
16. This Agreement is confidential between the parties and shall not without the prior written consent of the other party, be disclosed by the other party in whole or in part except to their respective legal counsel and financier and as may be necessary by either party to carry out their obligations under this Agreement.
17. All notices provided to be given under this Agreement by mail should be given by Fax or e-mail, addressed to the proper party at the coordinates hereinbelow set out. Either party may change their respective coordinates by written notice to the other party.

- 18. This Agreement is deemed to have been executed in Montreal, Quebec, Canada and is governed by the laws of Quebec and those of Canada applicable therein, without regard to conflict of law provisions.
- 19. The parties have requested that this agreement be written in English only. *Les parties aux présentes ont choisi que ce contrat soit rédigé en anglais seulement.*

CLIENT: JEJE, LLC

BROKER: ACASS Canada Ltd

Per:
Title:
Email address:
Fax:

Per: Andre Khury
Title: President
Email address:
Fax:

Appendix A to SALE REPRESENTATION Agreement dated *March, 12, 2014*

The text hereunder is to be printed on Client letterhead and returned to ACASS, duly completed and signed, along with the executed brokerage agreement.

To Whom It May Concern

March, 12, 2014

Re: ACASS Canada Ltd - Aircraft Sale Representation acknowledgement

Sir, Madam,

This letter acknowledges and confirms that ACASS Canada Ltd ("**ACASS**") is our acting authorized, exclusive agent and broker for the sale of our Gulfstream G-IV aircraft bearing serial number 1085.

Sincerely,

JEGE, LLC

Per:

Title: