

AIRCRAFT SALE AGREEMENT

dated as of September 10, 2018

-between-

AERO CARE SERVICES, L.L.C.

as Seller

-and –

TREKKER HOLDINGS, LLC

as Buyer

One (1) Used Beech B200 (commercial designation King Air) Aircraft
Manufacturer's Serial Number BB-1209,
U.S. Registration Number N728WE
Two (2) Pratt Whitney Canada PT6A-61 Engines
Manufacturer's Serial Numbers PCE-HA0165 and PCE-HA0166
Two (2) Hartzell/Raisbeck Quiet Turbofan HC-D4N-3A Propellers
Manufacturer's Serial Numbers FY3715 and FY3717

AIRCRAFT SALE AGREEMENT

THIS AIRCRAFT SALE AGREEMENT, dated as of September 10, 2018 (this “**Agreement**”), is made between **AERO CARE SERVICES, L.L.C.**, a New Jersey limited liability company (“**Seller**”) and **TREKKER HOLDINGS, LLC**, a Florida limited liability company (“**Buyer**”).

WHEREAS, Seller is the owner of the Aircraft (as defined below); and

WHEREAS, Seller wishes to sell the Aircraft, and Buyer wishes to purchase the Aircraft, on the terms and conditions set forth in this Agreement and the other Sale Documents (as defined below).

NOW, THEREFORE, in consideration of the mutual covenants and premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

SECTION 1. Definitions and Construction.

1.01 **Defined Terms.** The following terms, when capitalized as below, shall have the following meanings when used in this Agreement:

“**Acknowledgment of Delivery**” means the Acknowledgment of Delivery in the form attached hereto as Exhibit C.

“**Affiliate**” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person, including, without limitation, any limited partnership or grantor trust of which such Person or any Affiliate of such Person is the sole or co-general partner or managing agent and any trustee of a trust of which the beneficiary is such Person, any Affiliate of such Person, such a limited partnership, or such a grantor trust.

“**Aircraft**” means (i) that certain Beech B200 (commercial designation King Air) aircraft bearing manufacturer’s serial number BB-1209 (described on the International Registry Manufacturer’s List as BEECH AIRCRAFT CORPORATION model B200 with serial number BB-1209) and FAA registration number N728WE (“**Airframe**”), together with two (2) Pratt & Whitney Canada model PT6A-61 engines bearing, respectively, manufacturer’s serial numbers HA0165 and HA0166 (described on the International Registry Manufacturer’s List as PRATT & WHITNEY CANADA model PT6A SERIES with serial numbers PCE-HA0165 and PCE-HA0166 (the “**Engines**”), and two (2) Hartzell/Raisbeck Quiet Turbofan HC-D4N-3A propellers bearing, respectively, hub assembly manufacturer’s serial numbers FY3715 and FY3717 (“**Propellers**”), (ii) all appurtenances, accessories, appliances, parts, avionics, instruments, components, accessions and furnishings pertaining thereto or in Seller’s possession, (iii) engine covers, wiring diagrams, loose equipment and other items, if any, specifically included on the Aircraft Specification or in Seller’s possession, and (iv) all Aircraft Documentation.

“**Airframe**” has the meaning set forth in the definition of “Aircraft” herein.

“Aircraft Documentation” means all document records relating to the mechanical condition of the Aircraft, including without limitation, any of the following to the extent in Seller’s possession or control, the U.S. Standard Airworthiness Certificate, all airframe, engine, propellers and accessory logbooks, daily use logs, manuals, flight records, aircraft operating manuals, checklists issued by manufacturer, weight and balance manuals, tags, technical records, traceability records, task cards, information, overhaul records, maintenance records, maintenance contracts, computerized maintenance programs, airframe and aircraft component warranties, engine warranties, avionics warranties, wiring diagrams, drawings, data, and all issued FAA Form 337s.

“Aircraft Specification” means the Aircraft Specification set forth in Annex A attached hereto.

“Airworthiness Discrepancies” means any item discovered during the Inspection or prior to Closing that affects the airworthiness of the Aircraft, as determined by the Inspection Facility, which discrepancies must be corrected or repaired by Seller in order for Seller to deliver the Aircraft to Buyer at Closing in the Delivery Condition.

“Applicable Law” means, without limitation, all applicable laws, treaties, international agreements, decisions and orders of any court, arbitration or governmental agency or authority and rules, regulations, statutes, orders, directives, licenses and permits of any governmental body, instrumentality, agency or authority.

“Bills of Sale” means the Warranty Bill of Sale and the FAA Bill of Sale.

“Business Day” means any day other than a Saturday, Sunday or day on which commercial banking institutions in Miami, Florida or Oklahoma City, Oklahoma are authorized or required by law to be closed.

“Buyer” has the meaning set forth in the preamble hereto.

“Buyer Breach” means a material breach by Buyer of its obligations or its representations and warranties under this Agreement or the Sale Documents.

“Buyer Indemnitees” means Buyer, any Affiliate of Buyer, and their respective successors and assigns and each of their members, managers, partners, shareholders, managers, directors, agents, employees and attorneys-in-fact.

“Cape Town Treaty” means, collectively, the official English language text of the Convention of International Interests in Mobile Equipment and the Protocol to the Convention on International Interests in Mobile Equipment on Matters specific to Aircraft Equipment each adopted on November 16, 2001 at a diplomatic conference in Cape Town, South Africa.

“Closing” means the consummation of the purchase and sale transaction contemplated by this Agreement.

“Closing Date” means the date when Closing occurs.

“Delivery Condition” means the Aircraft will be in the following condition:

1. free and clear of all Liens except those arising by, through or under Buyer at the time title is transferred to Buyer at Closing;
2. equipped as specified in the Aircraft Specification and in materially the same condition as at the completion of the Inspection, normal wear and tear excepted; provided, that if any Airworthiness Discrepancies or Good Working Order Discrepancies are noted by Buyer in accordance with this Agreement, then all Airworthiness Discrepancies and Good Working Order Discrepancies shall have also been corrected by Seller;
3. with all existing log books, technical manuals and records;
4. have a current and valid U.S. Standard Airworthiness Certificate without exceptions;
5. in an airworthy condition suitable for operations under Part 91 of the FARs;
6. with all equipment, systems, avionics, components, accessories and other installed equipment to the extent any of the foregoing affect the airworthiness of the Aircraft operating in Good Working Order;
7. with each Engine able to produce its rated takeoff power (static thrust sea level, lbs.) in accordance with all engine manufacturer maintenance manuals in a ground power run;
8. current on all manufacturers' recommended maintenance programs and inspection schedules (including all calendar and hourly inspections) with no extensions or deferrals, and in compliance with all applicable FAA airworthiness directives and mandatory service bulletins (or manufacturers' equivalent) that have been issued with respect to the Aircraft and its systems, components, accessories or equipment which are due to be completed on or before the Closing Date;
9. with no parts, systems or components installed in the Aircraft on a temporary, loan or temporary exchange basis;
10. with (i) complete and consecutive log books (which shall be original) and records that are required to be maintained with the Aircraft by the FARs for operations under Part 91, all of which shall be maintained in compliance with the FARs; and (ii) all other Aircraft Documentation; and
11. with the registration number N522TG painted on the Aircraft with N728WE as a decal over it.

“Delivery Location” means a mutually agreeable location in Indiana.

“Deposit” means One Hundred Thousand Dollars (\$100,000).

“**Dollars**” and the sign “**\$**” means the lawful currency of the United States of America.

“**Engines**” has the meaning set forth in the definition of “Aircraft” herein.

“**Escrow Agent**” means Insured Aircraft Title Service, LLC, located at 21 East Main, Suite 100, Oklahoma City, OK, 73104, acting in the capacity of escrow agent on behalf of the parties hereunder for purposes of holding funds and certain documents in escrow and filing or distributing same upon Closing.

“**Event of Default**” shall have the meaning given to such term in Section 7.01.

“**Event of Loss**” means (i) the actual or constructive total loss of the Aircraft (including any damage to the Aircraft which results in an insurance settlement on the basis of a total loss, or requisition for use or hire which results in an insurance settlement on the basis of a total loss); or (ii) the Aircraft being destroyed, damaged beyond economic repair or permanently rendered unfit for normal use for any reason whatsoever; or (iii) the requisition of title or other compulsory acquisition of title for any reason of the Aircraft by the government of the United States of America or any other authority (whether *de jure* or *de facto*); or (iv) the hijacking, theft, disappearance, condemnation, confiscation, seizure, detention or requisition for use or hire of the Aircraft which deprives Seller or any person permitted by Seller to have possession and/or use of the Airframe or its possession.

“**FAA**” means the Federal Aviation Administration.

“**FAA Bill of Sale**” means an Aircraft Bill of Sale on FAA AC Form 8050-2.

“**FAA Registry**” means the FAA Civil Aviation Registry, Aircraft Registration Branch, Mike Monroney Aeronautical Center, 6500 South MacArthur Boulevard, Oklahoma City, Oklahoma 73169.

“**FARs**” means the Federal Aviation Regulations of the United States of America.

“**Final Closing Date**” means November 14, 2018, or such other date as the parties shall mutually agree in writing which date is not subject to extension due to an event of Force Majeure.

“**Force Majeure**” means any cause beyond a party's reasonable control that prevents a party from meeting its obligations under this Agreement, including but not limited to, acts of God or the public enemy, acts of terrorism, war or other outbreak of hostilities, civil commotion, strikes, lockouts, labor disputes and delay of the Inspection Facility in correcting any discrepancies. A party shall promptly notify the other party that it will be unable to perform its obligations hereunder due to a Force Majeure. In such event, the time for such party's performance shall be extended for the pendency of such event; provided, however, that (i) the Final Closing Date shall not be extended and (ii) should such nonperformance extend beyond thirty (30) days, then either party may at its option terminate this Agreement upon written notice to the other party. Force Majeure shall not apply to the inability of a party to make payments required under this Agreement unless such inability is caused by a system-wide failure of the banking industry.

“**Good Working Order**” means in respect to an item, that such item is duly performing the functions that it is intended to perform in accordance with the applicable manufacturer specifications, or in the case of a subsequent certified modification, in accordance with the specifications of such certified modifications.

“**Good Working Order Discrepancies**” means any item discovered during the Inspection or prior to Closing, to not be in Good Working Order, as determined by the Inspection Facility, which discrepancies must be corrected or repaired by Seller in order for Seller to deliver the Aircraft to Buyer at Closing in the Delivery Condition.

“**Governmental Body**” means and includes (i) any national government, political subdivision thereof or local jurisdiction therein, (ii) any lawfully established board, commission, department, division, instrumentality, court, exchange control authority or agency of any thereof, and (iii) any association, organization or institution of which any thereof is a member.

“**Inspection**” shall have the meaning given to such term in Section 2.05.

“**Inspection Facility**” means Stevens Aviation located in Dayton, Ohio.

“**Inspection Location**” shall mean the Stevens Aviation facilities in Dayton, Ohio or such other location as the parties shall mutually agree in writing.

“**International Interest**” has the meaning given to it in the Cape Town Treaty.

“**Lien**” includes any mortgage, pledge, lien, charge, assignment, hypothecation, security interest, undischarged International Interest, lease, title retention, preferential right or trust arrangement, or other arrangement or agreement the effect of which is the creation of security, any cloud or defect on title, or other encumbrance, or claim or right of others, including without limitation, rights of others under any engine or parts interchange, loan, lease, or pooling agreement.

“**Material Corrosion**” means corrosion to the Aircraft (i) outside of the manufacturer’s maintenance manual limits; or (ii) that cannot be repaired, rectified or terminated on a non-recurring basis; or (iii) the repair of which would constitute a “major repair” with the meaning of 14 C.F.R. Part 43; or (iv) requires modifications to the normal component life limitations, overhaul and/or inspection intervals for the Aircraft; or (v) that would have an adverse effect on the value of the Aircraft.

“**Material Damage**” means any damage to the Aircraft (i) which required, requires or would have required an FAA Form 337 to be completed in respect of the repair if completed by a repair station other than the manufacturer; or (ii) which would constitute a major repair or alternation as defined by 14 C.F.R. Part 43, Appendix A; or (iii) that cannot be repaired, rectified or terminated on a non-recurring basis; or (iv) beyond manufacturer’s maintenance manual tolerances or limits; or (v) that would have an adverse effect on the value of the Aircraft.

“**Person**” means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Body or other entity of whatever nature.

“Pre-Closing Period” shall have the meaning given to such term in Section 3.03.

“Propellers” shall have the meaning set forth in the definition of “Aircraft” herein.

“Purchase Price” means the amount of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00).

“Sale Documents” means this Agreement, the Bills of Sale and the Acknowledgment of Delivery.

“Seller” has the meaning set forth in the preamble hereto.

“Seller Breach” means a material breach by Seller of its obligations or its representations and warranties under this Agreement or the Sale Documents. For the avoidance of doubt, a “Seller Breach” shall include, without limitation, failure of the Aircraft to be in the Delivery Condition at the Delivery Location on the Closing Date unless caused by an event of Force Majeure.

“Seller Indemnitees” means Seller, any Affiliate of Seller, and their respective successors and assigns and each of their members, partners, shareholders, managers, directors, agents, employees and attorneys-in-fact.

“Surviving Rights and Obligations” means the rights, obligations and liabilities of the parties under any of, Section 2.03 (Deposit), Section 8 (Broker’s Commissions), Section 9 (Expenses), Section 10.04 (Governing Law; Jurisdiction), Section 10.12 (Confidentiality), Section 10.13 (Survival of Representations, Warranties and Indemnities) and Section 10.15 (Jury Trial Waiver).

“Technical Acceptance/Rejection Certificate” means the Technical Acceptance/Rejection Certificate, substantially in the form attached hereto as Exhibit A.

“Transacting User Entity” means the transacting user entity named in a registration concerning an International Interest pursuant to the Cape Town Treaty.

“Transfer Taxes” means all sales, use, goods and services, harmonized sales, value added, stamp, excise and other transfer taxes by whatever name as well as any related penalties, interest and attorneys’ fees, whether federal, provincial, state or local, domestic or foreign, imposed with respect to any transaction or performance contemplated or provided for herein.

“Warranty Bill of Sale” means the Warranty Bill of Sale, in the form attached hereto as Exhibit B.

1.02 **Construction**. Any agreement referred to in this Section 1 means such agreement as from time to time modified, supplemented and amended in accordance with its terms. References to sections, exhibits and the like refer to those in or attached to this Agreement unless otherwise specified. **“Including”** means “including but not limited to” and **“herein”**, **“hereof”**, **hereunder”**, etc. mean in, of, or under, etc. this Agreement (and not merely in, of, under, etc. the section or provision where that reference appears).

SECTION 2. Agreement to Sell and Purchase.

2.01 Sale of Aircraft. Subject to the terms and conditions set forth in this Agreement, Seller shall sell the Aircraft to Buyer on the Closing Date. Buyer shall purchase and accept delivery of the Aircraft from Seller on the Closing Date in accordance with and subject to the terms and conditions set forth in this Agreement.

2.02 [Reserved]

2.03 Deposit. Buyer caused the Deposit to be delivered to the Escrow Agent, which Deposit shall be held in accordance with the terms of this Agreement. The Deposit shall be held by the Escrow Agent and shall be applied towards the Purchase Price at the Closing except as otherwise set forth herein. Upon delivery by Buyer to Seller of the Technical Acceptance/Rejection Letter accepting or conditionally accepting the Aircraft, the Deposit shall be nonrefundable, except as otherwise set forth herein.

2.04 Title and Risk of Loss. Title and risk of loss, injury, destruction or damage with respect to the Aircraft shall pass irrevocably from Seller to Buyer at the time that the FAA Bill of Sale is filed with the FAA Registry.

2.05 Inspections. The parties agree that the Buyer shall have the right to inspect the Aircraft as follows:

(a) Seller shall make the Aircraft available for Inspection at the Inspection Location on the date hereof. Seller shall cooperate with Buyer and its representatives in order to permit the Inspection Facility to carry out those inspections and tests set forth in Exhibit D, attached hereto (the “**Inspection**”) and any additional flights and/or inspections required by Inspection Facility to confirm the correction of one or more Airworthiness Discrepancy and/or Good Working Order Discrepancy. The Inspection shall be performed by the Inspection Facility. Buyer will begin the Inspection within three (3) Business Days of the date hereof. The Inspection shall be completed within fifteen (15) Business Days of commencement, unless the Inspection Facility requires additional time for unexpected reasons. The costs associated with the Inspection pursuant to this Section will be prepaid by Buyer to the Inspection Facility. Buyer will cause the Inspection Facility to generate an inspection report (the “**Inspection Report**”) that will specifically identify any Airworthiness Discrepancies and Good Working Order Discrepancies and provide the report to Seller. After completion of the Inspection and until Closing or earlier termination of this Agreement, Seller shall not operate the Aircraft for any purpose whatsoever; provided, however, that Seller shall be permitted to fly the Aircraft to confirm the correction of one or more Airworthiness Discrepancies and/or Good Working Order Discrepancies, if necessary, to fly the Aircraft to the Delivery Location as required hereby, and to minimize any potential loss or damage that may result from any event or potential event of *Force Majeure*.

(b) Within three (3) Business Days after completion of the Inspection and Buyer’s receipt of the Inspection Report, Buyer shall execute and deliver to Seller the Technical Acceptance/Rejection Letter and shall therein indicate:

(i) Buyer's acceptance of the Aircraft “as is”; or

(ii) Buyer's acceptance of the Aircraft subject solely to Seller's correction of all Airworthiness Discrepancies and Good Working Order Discrepancies documented in writing by the Inspection Facility and payment by Seller of all amounts owed in connection with the correction of such discrepancies; or

(iii) Buyer's rejection of the Aircraft. In the event of rejection of the Aircraft, the Buyer shall bear the cost of the Inspection, the Deposit shall be promptly returned by the Escrow Agent to the Buyer and neither party shall have any further obligation to the other.

Buyer may accept or reject the Aircraft at Buyer's sole discretion. If (A) Buyer rejects the Aircraft pursuant to the Technical Acceptance/Rejection Letter; or (B) Buyer does not deliver a completed Technical Acceptance/Rejection Letter to Seller within the time period set forth above, Buyer shall be deemed to have rejected the Aircraft under this section, at which time this Agreement shall terminate without further action of the parties, the Deposit shall be promptly returned by the Escrow Agent to the Buyer and neither party shall have any further obligation to the other.

2.06 Correction of Discrepancies. As soon as reasonably practicable after Buyer's acceptance of the Aircraft "as is", or acceptance of the Aircraft subject solely to Seller's correction of Airworthiness Discrepancies and Good Working Order Discrepancies and Seller's payment of all amounts owed in connection with the correction of such discrepancies, Seller shall diligently cause to be corrected all Airworthiness Discrepancies and Good Working Order Discrepancies at Seller's cost and expense prior to the Final Closing Date. Time is of the essence in the commencement and completion of repair work to correct the Airworthiness Discrepancies and Good Working Order Discrepancies. A log book entry or maintenance transaction report returning the Aircraft to service by the Inspection Facility acknowledges completion of the remedial work.

2.07 Delivery Flight; Place of Delivery and Closing. Following the rectification of the Airworthiness Discrepancies and Good Working Order Discrepancies, the Seller shall cause the Aircraft to be delivered to the Delivery Location. It is the intent that the Delivery Location will be the Inspection Location. However, to the extent that the Delivery Location is any location other than the Inspection Location, the reasonable costs associated with the relocation of the Aircraft to the Delivery Location will be paid by Buyer to Seller at Closing. The Buyer may accompany the Aircraft to the Delivery Location. Actual delivery and Closing of the Aircraft shall occur on the Closing Date at the Delivery Location.

SECTION 3. Conditions Precedent; Closing.

3.01 Seller's Conditions Precedent. The obligation of Seller to consummate the transactions contemplated hereby shall be subject only to the following conditions precedent, unless, in any case, waived in writing by Seller, in its sole discretion:

(i) Escrow Agent shall have received and hold in escrow and Buyer shall place in escrow the Purchase Price, Buyer's share of the Escrow Agent's escrow fees and any other costs owed by Buyer to Seller hereunder;

(ii) Escrow Agent shall have received and hold in escrow and Buyer shall place in escrow the following documents from Buyer, signed undated: Acknowledgment of Delivery; Aircraft Registration Application, any documentation reasonably necessary in order for the Aircraft to be registered with the FAA and any exemption certificate required by Section 6.01;

(iii) The representations and warranties of Buyer contained in Sections 4 and 5 hereof shall be true and accurate in all material respects on and as of the Closing Date as though made on and as of such date except to the extent that such representations and warranties relate solely to an earlier date (in which event such representations and warranties shall have been true and accurate on and as of such earlier date);

(iv) No Event of Loss shall have occurred;

(v) No Buyer Breach shall have occurred and be continuing;

(vi) No change shall have occurred after the date of this Agreement under any Applicable Law which would make it illegal for any of Buyer or Seller to perform any of their respective obligations under the Sale Documents; and

(vii) Buyer shall be registered as a Transacting User Entity.

3.02 Buyer's Conditions Precedent. The obligation of Buyer to consummate the transactions contemplated hereby shall be subject only to the following conditions precedent unless, in any case, waived in writing by Buyer in its sole discretion:

(i) Escrow Agent shall have received and hold in escrow and Seller shall place in escrow, the following documents from Seller, signed but undated: the Bills of Sale; releases or terminations of all Liens except those arising by, through or under Buyer, if any, affecting title to the Aircraft, including without limitation, the Engines or Propellers, and such other documents, if any, as may be required by the Escrow Agent to transfer to Buyer good and marketable legal and beneficial title to the Aircraft free and clear of all Liens, except Liens arising by, through or under Buyer;

(ii) no Event of Loss shall have occurred;

(iii) the Aircraft is in the Delivery Condition;

(iv) the representations and warranties of Seller contained in Section 4 and 5 hereof shall be true and accurate in all material respects on and as of the Closing Date as though made on and as of such date except to the extent that such representations and warranties relate solely to an earlier date (in which event such representations and warranties shall have been true and accurate on and as of such earlier date);

(v) the Aircraft, including without limitation, the Engines and Propellers, shall be free and clear of all Liens of any kind whatsoever (or the Escrow Agent shall hold all necessary releases or terminations and shall be in position to make all filings or take other actions with the appropriate authorities to release and discharge such Liens

upon Closing), including any Liens in favor of parties that worked on the correction of the Airworthiness Discrepancies or Working Order Discrepancies, except Liens arising by, through or under Buyer, and Seller shall have and be able to convey good and marketable title to the Aircraft, including without limitation, the Engines and Propellers, to Buyer;

(vi) the Buyer shall have received from the Escrow Agent FAA title searches and International Registry searches to show that the Aircraft is free and clear of all Liens (or the Escrow Agent shall hold, and Seller shall place in escrow, all necessary releases or terminations and shall be in position to make all filings or take other actions with the appropriate authorities to release and discharge such Liens upon Closing), except Liens arising by, through or under Buyer;

(vii) No Seller Breach shall have occurred and be continuing;

(viii) No change shall have occurred after the date of this Agreement under any Applicable Law which would make it illegal for any of Buyer or Seller to perform any of their respective obligations under the Sale Documents;

(ix) The Aircraft shall be located at the Delivery Location; and

(x) Seller shall be registered as a Transacting User Entity.

3.03 Closing. As soon as practical after the Aircraft is returned to service following the repair and/or correction of all Airworthiness Discrepancies and Good Working Order Discrepancies, or if no such discrepancies are discovered, after Buyer executes and delivers to Seller a Technical Acceptance/Rejection Letter indicating Buyer's acceptance of the Aircraft as is, but in no event later than five (5) Business Days after such events (“**Pre-Closing Period**”), the Seller and the Buyer shall each satisfy their respective conditions precedent as described in Section 3.01 and 3.02 respectively. Closing shall occur before the end of the Pre-Closing Period. At the time of the Closing, the parties shall perform the following closing deliveries in the order presented, all of which collectively shall constitute the Closing:

(i) Escrow Agent shall confirm that it has received and holds the required funds and documents;

(ii) Buyer shall confirm that all conditions precedent to Buyer's obligation to purchase the Aircraft have been satisfied by Seller or waived by Buyer;

(iii) Seller shall confirm that all conditions precedent to the Seller obligation to sell the Aircraft have been satisfied by Buyer or waived by Seller;

(iv) Seller shall deliver the Aircraft to Buyer at the Delivery Location;

(v) Buyer shall accept delivery of the Aircraft from Seller at the Delivery Location and shall simultaneously deliver to Seller a fully executed Delivery Receipt (with the time of delivery to be the time of the Escrow Agent's filing of the FAA Bill of Sale with the FAA); and

(vi) Escrow Agent shall wire transfer the Purchase Price to Seller (and/or any lienholder of Seller, as applicable, as Seller instructs), less Seller's portion of Escrow Agent's fees, in accordance with the written wire transfer instructions delivered to Escrow Agent;

(vii) Upon confirmation of receipt of funds by the lienholder, the Escrow Agent shall date and file the releases and termination of Liens (except Liens arising by, through or under Buyer), FAA Bill of Sale, the Aircraft Registration Application and any documentation reasonably necessary in order for the Aircraft to be registered with the FAA (subject to any instructions to the Escrow Agent by any lien holder, but which instructions shall not in any event relieve Seller of its obligation to transfer the Aircraft to Buyer free and clear of Liens other than those arising by, through or under Buyer); and

(viii) Escrow Agent shall register the sale of the Airframe and Engines on the International Registry as a sale.

The transaction shall be closed and the Closing shall have concluded upon completion of all actions in this Section 3.03. The Escrow Agent shall thereafter distribute to the appropriate party any documents not otherwise filed with the FAA Registry or other authorities.

SECTION 4. Representations and Warranties of Each Party.

4.01 Each of Seller and Buyer severally in regard to itself only represents at execution of this Agreement, and on the Closing Date, that: (a) it is duly organized or incorporated, validly existing, and in good standing under the laws of the jurisdiction of its organization or incorporation; (b) it has full power, authority and legal right to enter into and perform this Agreement, the Sale Documents to which it is a party and the transactions herein described; (c) its execution, delivery and performance of this Agreement and the Sale Documents to which it is a party and the transactions herein described have been duly authorized by all necessary action on its part, and do not require any approvals or consents except such approvals and consents as have heretofore been duly obtained; (d) its execution, delivery and performance of this Agreement, the documents relating hereto and the transactions herein described do not contravene its certificate of organization or incorporation or operating agreement or by-laws, any law, statute, rule, regulation, judgment, order, injunction or decree binding on it or applicable to the Aircraft or contravene any agreement to which it is a party or by which it is bound; (e) it is not a party to any agreement or instrument or subject to any other restriction which will materially adversely affect its ability to perform its obligations under this Agreement and the agreements herein described; (f) this Agreement constitutes, and the other Sale Documents to which it is a party when executed and delivered by it will constitute, its legal, valid, and binding obligation, enforceable against it in accordance with their respective terms; (g) its execution, delivery and performance of this Agreement, the other Sale Documents to which it is a party and the transactions contemplated hereby do not require any filings or registrations with any Governmental Body except that the FAA Bill of Sale will be filed with the FAA Registry and the sale registered under the Cape Town Treaty; (h) no person who owns a controlling interest in or otherwise controls it is or shall be (i) listed on the Specially Designated Nationals and Blocked Person List maintained by OFAC, Department of the Treasury and/or any other similar lists maintained by OFAC pursuant to any authorizing statute, Executive Order or regulation, (ii) a person designated under Section 1(b), (c)

or (d) of Executive Order No. 13224 (September 23, 2001), any related enabling legislation or any other similar Executive Orders or (iii) is a person with whom a U.S. person is prohibited from transacting business of the type contemplated by this Agreement and (i) it is in compliance with any and all applicable provisions of the USA PATRIOT Act of 2001, Pub. L. No. 107-56.

4.02 Buyer represents at execution of this Agreement, and on the Closing Date, that no portion of the Purchase Price is derived from activities prohibited under or in violation of Anti-Money Laundering Laws, meaning those laws, regulations and sanctions, state and federal, criminal and civil, that (i) limit the use of and/or seek the forfeiture of proceeds from illegal transactions; (ii) limit commercial transactions with designated countries or individuals believed to be terrorists, narcotics dealers or otherwise engaged in activities contrary to the interests of the United States; (iii) require identification and documentation of the parties with whom a financial institution conducts business; or (iv) are designed to disrupt the flow of funds to terrorist organizations.

SECTION 5. Warranties, Covenants, and Acknowledgments.

5.01 Warranties. Seller hereby warrants to Buyer at execution of this Agreement, and on the Closing Date, that, upon delivery of the Bills of Sale by Seller to Buyer, Seller shall transfer full good and marketable legal and beneficial title to the Aircraft to Buyer free and clear of all Liens other than those arising by, through or under Buyer.

5.02 Certification. Seller confirms that the representations and warranties contained in Section 4 and 5 are true and accurate on and as of the Closing Date. Buyer confirms that its representations and warranties contained in Section 4 are true and accurate on and as of the Closing Date.

5.03 Limitation of Warranties and Agreements. EXCEPT AS SET FORTH IN SECTIONS 4.01 AND 5.01 OF THIS AGREEMENT AND THE BILLS OF SALE, THE AIRCRAFT IS BEING SOLD, CONVEYED AND DELIVERED TO BUYER "AS IS", "WHERE IS", AND "WITH ALL FAULTS", WITHOUT ANY REPRESENTATION, GUARANTY OR WARRANTY OF SELLER, EXPRESS OR IMPLIED, OF ANY KIND, ARISING BY LAW OR OTHERWISE. EXCEPT FOR A BREACH OF A REPRESENTATION OR WARRANTY SET FORTH IN SECTIONS 4.01 AND 5.01 OF THIS AGREEMENT OR THE BILLS OF SALE, SELLER SPECIFICALLY DISCLAIMS, AND EXCLUDES HEREFROM, AND BUYER SPECIFICALLY WAIVES (A) ANY REPRESENTATION OR WARRANTY AS TO THE AIRWORTHINESS, PRODUCTIVENESS, DESIGN, VALUE, SUITABILITY, USE, QUALITY, CAPACITY OR CONDITION OF THE AIRCRAFT, THE ACCURACY, VALIDITY OR TRACEABILITY OF ANY RECORDS, LOGBOOKS OR OTHER DOCUMENTS RELATED TO THE AIRCRAFT PROVIDED THEREWITH, OR THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE, WITH RESPECT THERETO, (B) ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS OR ADEQUACY FOR A PARTICULAR PURPOSE, (C) ANY REPRESENTATION OR WARRANTY OF FREEDOM FROM ANY CLAIM BY WAY OF INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR THE LIKE, (D) ANY REPRESENTATION OR WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE, AND (E) ANY

OBLIGATION OR LIABILITY OF SELLER ARISING IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF SELLER, ACTUAL OR IMPUTED, OR IN STRICT LIABILITY, INCLUDING ANY OBLIGATION OR LIABILITY FOR LOSS OF USE, REVENUE, PROFIT OR DIMINUTION IN VALUE WITH RESPECT TO THE AIRCRAFT OR FOR ANY LIABILITY OF BUYER TO ANY THIRD PARTY FOR ANY OTHER DIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGE WHATSOEVER.

5.04 Negotiated Agreement. Buyer acknowledges that this Section 5 has been the subject of discussion and negotiation and is fully understood by Buyer, that it has placed no reliance on any statement or representation, whether oral or written, made by Seller or its representatives or on their behalf, during the negotiations prior to the execution and delivery of this Agreement, and it has satisfied itself, through its own practice, and by taking appropriate legal advice, and in the light of the Purchase Price, that this Section 5 is reasonable.

5.05 EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES. OTHER THAN AGREED DAMAGES IN SECTION 7.02, NEITHER PARTY SHALL HAVE ANY OBLIGATION OR LIABILITY TO THE OTHER PARTY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT OR OTHERWISE, FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO THE AIRCRAFT OR ANY OTHER TANGIBLE OR INTANGIBLE THING PROVIDED UNDER THIS AGREEMENT.

SECTION 6. Transfer Taxes; Indemnity.

6.01 Transfer Taxes.

(a) Buyer and Seller shall cooperate with each other in all reasonable respects to lawfully mitigate or eliminate the imposition of Transfer Taxes that may be imposed on Seller or Buyer by any Governmental Body in any jurisdiction as a result of the sale or purchase of the Aircraft under this Agreement. The Purchase Price does not include the amount of any Transfer Taxes that may be imposed by any Governmental Body in any jurisdiction as a result of the sale of the Aircraft under this Agreement. Buyer shall be solely responsible for and promptly pay when due, and will on demand indemnify and hold harmless each Seller Indemnitee on a full indemnity, after-tax basis from and against, all Transfer Taxes, excluding such taxes based upon Seller Indemnitees' gross or net income. In addition, Buyer shall be responsible for, and agrees to indemnify Seller against, the payment or imposition of any and all taxes, fees or duties as well as any related penalties, interest and attorneys' fees, imposed by any jurisdiction as a result of ownership, possession or usage of the Aircraft after Closing. To the extent that Buyer claims exemption from sales tax, Buyer shall provide Seller prior to Closing documentation and/or evidence, including but not limited to a certificate of exemption, sufficient to evidence Buyer's qualification for an exemption from sales tax. If a certificate of exemption is necessary, Buyer shall position an original of the same with the Escrow Agent to be released to Seller at Closing.

(b) Seller shall be responsible for, and agrees to indemnify Buyer against, the payment or imposition of any and all taxes, fees or duties as well as any related penalties, interest and attorneys' fees, imposed by any jurisdiction as (i) a result of ownership, possession or usage of the Aircraft prior to Closing or (ii) any Transfer Taxes on Seller Indemnitees' gross or net income.

6.02 Survival. The parties further agree and confirm that their obligations and agreements with respect to indemnification set forth herein shall survive the execution and delivery of this Agreement and the payment of the Purchase Price for the Aircraft hereunder.

SECTION 7. Events of Default and Termination

7.01 Events of Default. If any one of the following events of default occur (each, an “**Event of Default**”), the non-defaulting party may terminate this Agreement by delivering written notice to the other party:

(a) If a party fails to observe or perform any of the covenants, conditions or provisions of this Agreement and that failure continues for more than five (5) Business Days after a non-defaulting party gives the other party notice of that delinquency;

(b) If a party files a voluntary petition in bankruptcy, or is adjudicated as bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, composition, readjustment, liquidation or similar relief for itself under any present or future statutes, law or regulation, or seeks or consents to or acquiesces in, the appointment of any trustee, or shall make any general assignment for the benefit of its creditors, or admits in writing its inability to pay debts as they become due;

(c) If a petition is filed against a party seeking a reorganization, composition, readjustment, liquidation or similar relief under any present or future statute, law or regulation and remains undismissed or unstayed for an aggregate of thirty (30) days (whether or not consecutive), or if any trustee, receiver or liquidator of a party is appointed and that appointment remains unvacated or unstayed for an aggregate of thirty (30) days (whether or not consecutive) or;

(d) If any representation or warranty made by a party under this Agreement or made in any statement or certificate furnished or required under this Agreement, or in connection with the execution and delivery of this Agreement proves untrue in any material respect as of the date of the issuance.

7.02 Termination

(a) Buyer’s Breach. Upon Seller’s termination of this Agreement in accordance with Section 7.01 hereof, (i) neither Seller nor Buyer shall have any further rights, obligations or liabilities under this Agreement, other than the Surviving Rights and Obligations; and (ii) Seller shall be entitled to retain the Deposit as liquidated damages for such breach. Seller understands and confirms that (i) retention of the Deposit is Seller’s sole remedy for such breach, and (ii) the amount of actual damages that Seller may incur are (and will be at the time of such breach) difficult to ascertain, and the Deposit is reasonably proportionate to the expected probable loss resulting from any such breach.

(b) Seller’s Breach. Upon Buyer’s termination of this Agreement in accordance with Section 7.01 hereof, (i) neither Seller nor Buyer shall have any further rights, obligations or liabilities under this Agreement, other than the Surviving Rights and Obligations; (ii) the Deposit shall be promptly returned to Buyer; and (iii) Seller shall promptly reimburse Buyer for the cost of the Inspection paid to the Inspection Facility and any other reasonable and

documented costs and expenses incurred by Buyer in connection with this Agreement or the transactions contemplated by this Agreement with such other costs not to exceed ten thousand USD (\$10,000.00). Buyer understands and confirms that return of the Deposit and the reimbursement set forth in this Section 7.02(b) are Buyer's sole remedies for such breach.

(c) Inspection. Upon Buyer's termination of this Agreement in accordance with Section 2.05(b)(iii) hereof, (i) neither Seller nor Buyer shall have any further rights, obligations or liabilities under this Agreement, other than the Surviving Rights and Obligations; and (ii) the Deposit shall be promptly returned to Buyer.

(d) Force Majeure. If either Buyer or Seller terminates this Agreement as a result of a Force Majeure event in accordance with the terms of this Agreement, (i) neither Seller nor Buyer shall have any further rights, obligations or liabilities under this Agreement, other than the Surviving Rights and Obligations; and (ii) the Deposit shall be promptly returned to Buyer.

(e) Expiration Final Closing Date – Seller. If for any reason, the Closing has not taken place by the Final Closing Date other than as a result of a Seller Breach, Seller may at any time thereafter terminate this Agreement by delivering written notice to Buyer. Upon such termination, (i) neither Seller nor Buyer shall have any further rights, obligations or liabilities under this Agreement, other than the Surviving Rights and Obligations; and (ii) the Deposit shall be promptly returned to Buyer.

(f) Expiration Final Closing Date – Buyer. If for any reason, the Closing has not taken place by the Final Closing Date other than as a result of a Buyer Breach, Buyer may at any time thereafter terminate this Agreement by delivering written notice to Seller. Upon such termination, (i) neither Seller nor Buyer shall have any further rights, obligations or liabilities under this Agreement, other than the Surviving Rights and Obligations; and (ii) the Deposit shall be promptly returned to Buyer.

(g) Event of Loss. In the Aircraft suffers an Event of Loss prior to the Closing then either party may at any time thereafter terminate this Agreement by delivering written notice to the other party. Upon such termination, (i) neither Seller nor Buyer shall have any further rights, obligations or liabilities under this Agreement, other than the Surviving Rights and Obligations; and (ii) the Deposit shall be promptly returned to Buyer.

SECTION 8. Broker's Commissions. Seller represents that (i) except for Leading Edge Aviation Services, it has not directly or indirectly employed or otherwise procured any broker in connection with the sale of the Aircraft; and (ii) Seller is solely responsible for the payment of all commissions or amounts owed to Leading Edge Aviation Services. Buyer represents that it has not directly or indirectly employed or otherwise procured any broker in connection with the sale of the Aircraft. Each party hereto agrees that should any claim be made for commissions or other amounts by any broker or brokers by or through or on account of actions of that party, that party shall hold the other parties free and harmless from any and all claims and liabilities and expenses in connection therewith.

SECTION 9. Expenses. Except as otherwise provided herein, each party hereto will bear and be responsible for its own costs and expenses incurred in connection with this Agreement

and the transactions contemplated hereby. Buyer shall be responsible for all fees and expenses of the change of registration of the Aircraft; provided, however, that any escrow fee charged by the Escrow Agent will be paid equally by Buyer and Seller.

SECTION 10. Miscellaneous.

10.01 Notice. All notices required or permitted hereunder shall be in writing and may be sent by nationally recognized overnight courier service for overnight delivery or by email or personal delivery addressed as follows:

If to Seller:

Aero Care Services, L.L.C.
P.O. Box 421
Oldwick, NJ 08858
Attn: Kim Mell
Email: mellfamily5@gmail.com

with a copy to:

Barbera & Watkins, LLC
6701 W. 64th St., Suite 315
Overland Park, KS 66202
Attention: Dawn Watkins
Email: dwatkins@bwaerolaw.com

If to Buyer:

Trekker Holdings, LLC
12601 W. Okeechobee Road
Hialeah Gardens, Florida 33018
Attention: Jose Cestero Ramirez
Email: jcestero@treknergroun.com

with a copy to:

Avila Rodriguez Hernandez Mena & Ferri, LLP
2525 Ponce de Leon Blvd, Suite 1225
Coral Gables, Florida 33134
Attention: Asnardo Garro
E-mail: agarro@arhmf.com

or to such other address as either party advises the other from time to time through a notice given in accordance with the provisions of this Section 10.01. Any such notice shall be effective and shall be deemed to have been given (i) if delivered by email or by hand to the addressee or to an officer of the addressee, on the date of delivery if receipt is confirmed or, (ii) if sent by nationally

recognized overnight courier service for overnight delivery, on the day following delivery to such overnight courier service.

10.02 Counterparts. This Agreement may be executed in counterparts (including electronic counterparts), and each counterpart shall be an original, and all counterparts together shall be but one and the same Agreement.

10.03 Assignment. Neither party may assign its rights or obligations under this Agreement to any other Person without the prior written consent of the other party, which consent will not be unreasonably withheld, delayed or denied by the other party; provided, however, that upon reasonable advance notice from Buyer, Seller will consent to Buyer's assignment of this Agreement to (i) an owner trust of which Buyer is the beneficiary, (ii) any financial institution financing the purchase of the Aircraft, or (iii) an Affiliate of Buyer; provided such assignee can meet all representations of Buyer. Notwithstanding any permitted assignment, each party shall remain fully and solely liable to the other party for all of such party's representations, warranties, covenants, agreements and other obligations expressly set forth in this Agreement. Any assignment of this Agreement by Buyer shall include an express assignment of the Deposit to the assignee.

10.04 Governing Law; Jurisdiction.

(a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, U.S.A. APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE WITHOUT REGARD FOR CONFLICT OF LAW PRINCIPLES OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

(b) The parties agree that the federal and state courts located in New York, New York are to have exclusive jurisdiction to settle any disputes in connection with this Agreement and the other documents related hereto and submit to the jurisdiction of such courts in connection with this Agreement and the other documents related hereto.

(c) Each party hereto:

(i) waives objection to such courts on grounds of inconvenient forum, venue or otherwise as regards proceedings in connection with this Agreement and other documents related hereto; and

(ii) agrees that (subject to permitted appeals) a judgment or order of such a court in connection with this Agreement or the other documents related hereto is conclusive and binding on it and may be enforced against them in the courts of any other jurisdiction.

(d) Nothing in this Section 10.04 limits the right of either party to bring proceedings in connection with this Agreement or any other document related hereto:

(i) in any other court of competent jurisdiction to which the opposing party is subject to jurisdiction; or

(ii) concurrently in more than one jurisdiction.

10.05 Time of the Essence. Time shall be of the essence in the performance of the duties of the parties hereto.

10.06 Captions and Paragraph Headings. Captions and paragraph headings used herein are for convenience only and are not a part of this Agreement and shall not be used in construing it.

10.07 Severability. In the event that any one or more of the provisions of this Agreement shall be invalid, illegal or unenforceable in any respect or in any jurisdiction, the validity, legality and enforceability of the remaining provisions contained herein or of the same provisions in any other jurisdiction shall not, in any way, be affected or impaired thereby.

10.08 Further Assurances. Seller and Buyer will promptly, at any time and from time to time, execute and deliver to each other such further instruments and documents and take such further action as may be required by law or as they may each reasonably request to establish, maintain and protect their respective rights and remedies and to carry out the intent of the parties under this Agreement.

10.09 Written Changes Only. No term or provision of this Agreement may be changed or waived orally, but only by an instrument in writing signed by the parties hereto.

10.10 Exclusiveness. This Agreement and the other Sale Documents are the complete and exclusive statement of the parties hereto with respect to the subject matter hereof and supersede all prior oral and written communications, proposals, agreements, representations, statements, negotiations and undertakings, whether express or implied, between the parties hereto with respect to the subject matter hereof.

10.11 Terms and Definitions. The terms and definitions, as herein contained, shall include the singular and/or plural, masculine, feminine and/or neuter, successors and/or permitted assigns wherever the context so requires or admits.

10.12 Confidentiality. This Agreement and the terms and conditions contained herein shall be and remain strictly privileged and confidential between the parties, and shall not be discussed, revealed, disseminated or divulged to the media or general public, or to any other third party, without the express prior written consent of the other party, which consent shall not be unreasonably withheld; except that (i) Buyer may disclose this Agreement to a financial institution for the purpose of financing the purchase of the Aircraft or any technical data to any potential purchaser of the Aircraft from Buyer; (ii) Buyer may disclose any relevant term to its insurers for the purpose of insuring the Aircraft; (iii) any party may disclose this Agreement to any of its Affiliates; (iv) any party may make any disclosure required by generally accepted accounting principles, by Applicable Law or by any order or rule of a court or other Governmental Body; (v)

any party may make any disclosure in connection with any litigation; (vi) any party make disclosures to its professional advisors, and any party or their professional advisors, may make any disclosure to any of its agents, employees, auditors, lawyers, any Governmental Body having jurisdiction over it or any other person which it in good faith determines has reason to have knowledge of such information; (vii) any party may make any disclosure to the extent such information is publicly available through no fault of the party making the disclosure; and (viii) any party may make any disclosure to the extent such disclosure is necessary to carry out its obligations hereunder.

10.13 Survival of Representations, Warranties and Indemnities. Each of the representations, warranties and indemnities of the parties hereto shall survive the execution and delivery of this Agreement and the delivery of the Aircraft hereunder; provided, however that any of the same pertaining to the physical condition of the Aircraft, if any, shall terminate at Closing.

10.14 Cape Town Treaty. Once the FAA Bill of Sale has been filed with the FAA Registry, Seller will consent to the registration at the International Registry (as defined in the Cape Town Treaty) of a contract of sale registration in respect of the Airframe and each Engine.

10.15 JURY TRIAL WAIVER. EACH OF SELLER AND BUYER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT, DOCUMENT OR INSTRUMENT EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH PARTY EXECUTING THIS AGREEMENT AND ENTERING INTO THE TRANSACTIONS CONTEMPLATED HEREBY.

10.16 Warranties and Maintenance Program Contracts. To the extent that any warranties and/or indemnities from manufacturers, service providers or suppliers with respect to the Aircraft are still in effect and are assignable, all rights under such warranties and/or indemnities are hereby assigned and transferred to Buyer effective at the time of the Closing. Seller shall reasonably assist Buyer in maintaining continuity of and transferring any such warranties and/or indemnities, and shall execute whatever documents or agreements may be necessary to vest all rights under such warranties in Buyer and to permit Buyer to assert or process claims thereunder. Without limiting the generality of the foregoing, effective upon the Closing, Seller hereby assigns to Buyer:

(i) all rights to enforce or compel performance under any such warranty and or indemnities;

(ii) all rights to receive any services, property, or moneys accruing or becoming due after the Closing Date pursuant to any such warranty and/or indemnities, and to receive proceeds of any indemnity, guaranty or collateral security with respect to any such warranty and indemnities; and

(iii) all claims for damages arising out of or for breach or default under any such warranty, and all rights to exercise any remedy for breach or default under any

such warranty that may be available under such warranty and/or indemnities at law or in equity.

Any assignment or transfer fees shall be the responsibility of Buyer. Notwithstanding the foregoing, Seller reserves the right to assert claims under any such warranties and/or indemnities to the extent that the same relates to facts and circumstances arising prior to the Closing Date.

10.17 Seller's Retention of Registration Number. Buyer acknowledges and agrees that Seller wishes to retain the current registration number of the Aircraft of N728WE. Buyer agrees to apply for a new registration number for the Aircraft at Closing. Buyer and Seller agree to use their commercially reasonable efforts to assist each other with respect to obtaining Buyer's new registration number for the Aircraft and Seller's retention and obtaining the current registration number for Seller's own use. After Closing, Seller shall reimburse Purchaser for any reasonable out-of-pocket costs of changing the registration number other than repainting the Aircraft (as this was performed and paid as a Delivery Condition), including, without limitation, costs of applying for a new registration number for the Aircraft and costs of making the necessary physical changes to the Aircraft to effectuate such change, such reimbursement not to exceed US\$750.00; provided, however, that if Buyer purchases a new transponder as part of its post-Closing work then such reimbursement shall not exceed US\$300.00. Notwithstanding any provision in this Agreement or any other agreement or instrument to the contrary, the provisions of this Section 10.17 shall survive the consummation of the Closing.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Aircraft Sale Agreement through their respective duly authorized officers, as of the date and year first above written.

AERO CARE SERVICES, L.L.C.

By: Kimberly R. Mell, Manager

Name: Kimberly Mell

Title: Manager

TREKKER HOLDINGS, LLC

By: Trekker Distributor, Inc., its Managing Member

By: _____

Name: Jose Cestero Ramirez

Title: President

The undersigned hereby states and advises the Escrow Agent that the Deposit placed with the Escrow Agent by the undersigned was paid on behalf of Buyer and is subject to the terms and conditions of this Agreement.

Trekker Distributor, Inc.

By: _____

Name: Jose Cestero Ramirez

Title: President

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Aircraft Sale Agreement through their respective duly authorized officers, as of the date and year first above written.

AERO CARE SERVICES, L.L.C.

By: _____

Name: Kimberly Mell

Title: Manager

TREKKER HOLDINGS, LLC

By: Trekker Distributor, Inc., its Managing Member

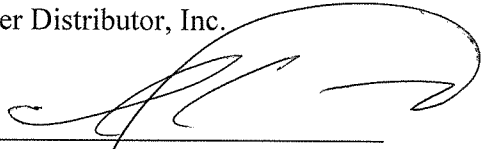
By:  _____

Name: Jose Cestero Ramirez

Title: President

The undersigned hereby states and advises the Escrow Agent that the Deposit placed with the Escrow Agent by the undersigned was paid on behalf of Buyer and is subject to the terms and conditions of this Agreement.

Trekker Distributor, Inc.

By:  _____

Name: Jose Cestero Ramirez

Title: President

ANNEX A

AIRCRAFT SPECIFICATION



1985 King Air B200 **Serial Number BB-1209, N728WE**

As of July 10, 2018

Airframe: 11,409 Total Time Hours 9,356 Landings

Engines: Upgraded Pratt & Whitney PT6A-81

Left: S/N: PCE-HA0165	1,720 Hrs TSN	578 Cycles	0 Hrs SHOT
Right: S/N: PCE-HA0166	1,720 Hrs TSN	578 Cycles	0 Hrs SHOT

Props: Hartzell/Raisbeck Quiet Turbofan Props HC-D4N-3A

Left: S/N: FY3715	1,938 Hrs TSN	0 Since Overhaul	8/2018
Right: S/N: FY3717	1,938 Hrs TSN	0 Since Overhaul	8/2018

Avionics: Installed 2.2017 by Stevens Aviation

Garmin	G1000 (STV) w/ Full Integrated Glass Panel Package
AHRS:	Dual Garmin GTS-77
ADC:	Dual Garmin GDC-74B
COMM / NAV:	Dual Garmin GIA-63W (WAAS)
A/PANEL:	Dual Garmin GMA-1347D
TPDR:	Dual Garmin GTX-33
PFD / MFD	Garmin G1000 (STV) w/ GCU 477 FMS Keypad Control
A/PILOT:	Garmin GFC-710 AP/FD
RADAR:	Garmin GWX-68
DATALINK	Garmin GDL-69A WX Weather & XM Radio
STORMSCOPE	WX500
TAWS:	Garmin TAWS B
TCAS	L-3 Communications SKY497 Traffic Advisory System
RAD ALT	ALT-50A
DME	42
ADF	60A
ELT	Artex 406 MHz ELT w/Remote Switch

Additional Features:

- L-3 Communications A100 Infrared Imaging System (IRIS)
- Raisbeck Dual Aft Body Strakes
- Raisbeck Ram Air Recovery
- Raisbeck Enhanced Performance Leading Edges
- DATALINK RECEIVER Heads Up XMD076-01 Datalink Receiver
- Frakes Exhaust Stacks
- PAV-80 Entertainment System, including DVD/CD Player, 3 Video Displays
- Emergency Battery
- Standby Altitude Indicator

Maintenance:

Phase 1 c/w 1/2016 at 11,272 TT
Phase 2 Inspection c/w 8/2018 at 11,409 TT
Phase 3 & 4 Inspections c/w 8/2017 at 11,164 TT
5 Year Wing Bolt Inspection c/w 9/17/2015
5 Year Brake Hoses c/w 1/13/2015
5 Year Engine Flammable Hoses c/w 1/5/2017

Interior: Partial Refurbishment February 2014 by Stevens Aviation

Eight passenger interior with a forward 2-place right side divan opposite a small galley and aft-facing executive seat. The aft cabin has a 4-place club arrangement with two pull out tables. There are also two portable jump seats including seat belts for use in the aft baggage compartment. All seating is upholstered in a creamy beige leather and the woodwork, cabinetry, and forward and aft bulkheads are executed in a warm brown burl-like patterned veneer. The headliner is a cream Ultra leather and the sidewalls are covered in a tan fabric. The cabin is further complemented by gold toned plating and mariner blue carpeting. Behind the aft seats a rear bulkhead with sliding door provides privacy to the aft belted pilot seat. The rear of the aircraft has a large baggage area with a coat closet. Aft of the pilot's seat is a storage unit for Jeppesens and in the aft-side arm of the divan is another small storage unit.

Exterior: New Paint June 2013 by Stevens Aviation

Overall Matterhorn White with Ming Blue metallic lower fuselage and stripes along with Ice Silver metallic accent stripes.

EXHIBIT A

TECHNICAL ACCEPTANCE/REJECTION CERTIFICATE

Date: _____, 2018

Aero Care Services, L.L.C.
P.O. Box 421
Oldwick, NJ 08858
Attn: Kimberly Mell
Email: mellfamily5@gmail.com

Re: Completion of Inspection

Ladies and Gentlemen:

Pursuant to that certain Aircraft Sale Agreement (the "**Agreement**") dated as of the 10th day of September, 2018, by and between Aero Care Services, L.L.C., as seller ("**Seller**") and Trekker Holdings, LLC, as buyer ("**Buyer**"), pertaining to that certain Beech B200 (commercial designation King Air) aircraft bearing manufacturer's serial number BB-1209 and FAA registration number N728WE, and the engines, propellers, and other equipment as further described in the Agreement (the "**Aircraft**"), this letter confirms that Buyer has completed its Inspection (as such term is defined in the Agreement) of the Aircraft.

CHECK ONE:

- _____ The technical condition of the Aircraft is hereby accepted, and the Deposit is nonrefundable subject to Seller's performance of its obligations under the Agreement.
- _____ Subject to correction or repair by Seller, at Seller's sole cost and expense, of all Airworthiness Discrepancies and/or Good Working Order Discrepancies (as such terms are defined in the Agreement) listed on "**Annex A**" hereto, the technical condition of the Aircraft is hereby accepted in accordance with the terms of the Agreement, and the Deposit is nonrefundable subject to Seller's repair of the Airworthiness Discrepancies and Good Working Order Discrepancies and Seller's performance of its other obligations under the Agreement.
- _____ The technical condition of the Aircraft is hereby rejected and the Deposit shall be promptly returned to the Buyer.

Agreed and Acknowledged by:

Trekker Holdings, LLC

Aero Care Services, L.L.C.

By: Trekker Distributor, Inc., its Managing Member

By: _____
Name: Jose Cestero Ramirez
Title: President

By: _____
Name: Kimberly Mell
Title: Manager

EXHIBIT B

WARRANTY BILL OF SALE

_____, 2018

AERO CARE SERVICES, L.L.C. (“**Seller**”) owns full legal and beneficial title to the following described Aircraft and Aircraft Documentation:

(i) “**Aircraft**” means (i) that certain Beech B200 (commercial designation King Air) aircraft bearing manufacturer’s serial number BB-1209 (described on the International Registry Manufacturer’s List as BEECH AIRCRAFT CORPORATION model B200 with serial number BB-1209) and FAA registration number N728WE (“**Airframe**”), together with two (2) Pratt & Whitney Canada model PT6A-61 engines bearing, respectively, manufacturer’s serial numbers PCE-HA0165 and PCE-HA0166 (described on the International Registry Manufacturer’s List as PRATT & WHITNEY CANADA model PT6A SERIES with serial numbers HA0165 and HA0166) (the “**Engines**”), and two (2) Hartzell/Raisbeck Quiet Turbofan HC-D4N-3A propellers bearing, respectively, hub assembly manufacturer’s serial numbers FY3715 and FY3717 (“**Propellers**”), (ii) all appurtenances, accessories, appliances, parts, avionics, instruments, components, accessions and furnishings pertaining thereto or in Seller’s possession, (iii) engine covers, wiring diagrams, loose equipment and other items, if any, specifically included on the Aircraft Specification, attached hereto as **Annex A**, or in Seller’s possession, and (iv) all Aircraft Documentation; and

(ii) “**Aircraft Documentation**” means all document records relating to the mechanical condition of the Aircraft, including without limitation, any of the following to the extent delivered with the Aircraft, the U.S. Standard Airworthiness Certificate, all airframe, engine, propellers and accessory logbooks, daily use logs, manuals, flight records, aircraft operating manuals, checklists issued by manufacturer, weight and balance manuals, tags, technical records, traceability records, task cards, information, overhaul records, maintenance records, maintenance contracts, computerized maintenance programs, airframe and aircraft component warranties, engine warranties, avionics warranties, wiring diagrams, drawings, data, and all issued FAA Form 337s.

with all rights and privileges of ownership thereof.

For good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, grants, conveys, transfers and delivers to TREKKER HOLDINGS, LLC (“**Buyer**”) all of Seller’s right, title, and interest in and to the Aircraft free and clear of any mortgage, pledge, lien, charge, assignment, hypothecation, security interest, undischarged International Interest, lease, title retention, preferential right or trust arrangement, or other arrangement or agreement the effect of which is the creation of security, any cloud or defect on title, or other encumbrance, or claim or right of others, including without limitation, rights of others under any engine or parts interchange, loan, lease, or pooling agreement (“**Liens**”), except Liens arising by, through or under Buyer.

This Warranty Bill of Sale is delivered pursuant to the Aircraft Sale Agreement dated as of September 10, 2018 (the “**Sale Agreement**”) between Seller and Buyer.

The undersigned hereby warrants to Buyer (and Buyer’s successors and assigns) that Seller conveys to Buyer good and marketable legal and beneficial title to the Aircraft and all right, title and interest of Seller in the Aircraft Documentation, free and clear of all Liens, except Liens arising by, through or under Buyer, and that Seller shall warrant and defend such title against any Liens except those arising by, through or under Buyer.

EXCEPT AS SET FORTH IN SECTIONS 4.01 AND 5.01 OF THE SALE AGREEMENT AND THE BILLS OF SALE (AS DEFINED IN THE SALE AGREEMENT), THE AIRCRAFT IS BEING SOLD, CONVEYED AND DELIVERED TO BUYER “AS IS”, “WHERE IS”, AND “WITH ALL FAULTS”, WITHOUT ANY REPRESENTATION, GUARANTY OR WARRANTY OF SELLER, EXPRESS OR IMPLIED, OF ANY KIND, ARISING BY LAW OR OTHERWISE. EXCEPT FOR A BREACH OF A REPRESENTATION OR WARRANTY SET FORTH IN SECTIONS 4.01 AND 5.01 OF THE SALE AGREEMENT OR THE BILLS OF SALE, SELLER SPECIFICALLY DISCLAIMS, AND EXCLUDES HEREFROM, AND BUYER SPECIFICALLY WAIVES (A) ANY REPRESENTATION OR WARRANTY AS TO THE AIRWORTHINESS, PRODUCTIVENESS, DESIGN, VALUE, SUITABILITY, USE, QUALITY, CAPACITY OR CONDITION OF THE AIRCRAFT, THE ACCURACY, VALIDITY OR TRACEABILITY OF ANY RECORDS, LOGBOOKS OR OTHER DOCUMENTS RELATED TO THE AIRCRAFT PROVIDED THEREWITH, OR THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE, WITH RESPECT THERETO, (B) ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS OR ADEQUACY FOR A PARTICULAR PURPOSE, (C) ANY REPRESENTATION OR WARRANTY OF FREEDOM FROM ANY CLAIM BY WAY OF INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR THE LIKE, (D) ANY REPRESENTATION OR WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE, AND (E) ANY OBLIGATION OR LIABILITY OF SELLER ARISING IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF SELLER, ACTUAL OR IMPUTED, OR IN STRICT LIABILITY, INCLUDING ANY OBLIGATION OR LIABILITY FOR LOSS OF USE, REVENUE, PROFIT OR DIMINUTION IN VALUE WITH RESPECT TO THE AIRCRAFT OR FOR ANY LIABILITY OF BUYER TO ANY THIRD PARTY FOR ANY OTHER DIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGE WHATSOEVER.

THIS WARRANTY BILL OF SALE IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, U.S.A. APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE WITHOUT REGARD FOR CONFLICT OF LAW PRINCIPLES OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

[Signature page follows]

IN WITNESS WHEREOF, Seller has caused this Warranty Bill of Sale to be executed in its name as of the date first written above.

AERO CARE SERVICES, L.L.C.

By: _____

Name: _____

Title: _____

ANNEX A
to Warranty Bill of Sale



1985 King Air B200
Serial Number BB-1209, N728WE

As of July 10, 2018

Airframe: 11,409 Total Time Hours 9,356 Landings

Engines: Upgraded Pratt & Whitney PT6A-61

Left: S/N: PCE-HA0165	1,720 Hrs TSN	578 Cycles	0 Hrs SHOT
Right: S/N: PCE-HA0166	1,720 Hrs TSN	578 Cycles	0 Hrs SHOT

Props: Hartzell/Raisbeck Quiet Turbofan Props HC-D4N-3A

Left: S/N: FY3715	1,938 Hrs TSN	0 Since Overhaul	8/2018
Right: S/N: FY3717	1,938 Hrs TSN	0 Since Overhaul	8/2018

Avionics:

Installed 2.2017 by Stevens Aviation

Garmin	G1000 (STV) w/ Full Integrated Glass Panel Package
AHRS	Dual Garmin GTS-77
ADC	Dual Garmin GDC-74B
COMM / NAV:	Dual Garmin GIA-63W (WAAS)
AP/PANEL	Dual Garmin GMA-1347D
TPDR	Dual Garmin GTX-33
PF/D / MFD	Garmin G1000 (STV) w/ GCU 477 FMS Keypad Control
A/PILOT:	Garmin GFC-710 AP/FD
RADAR:	Garmin GWX-68
DATALINK	Garmin GDL-69A WX Weather & XM Radio
STORMSCOPE	WX500
TAWS:	Garmin TAWS B
TCAS	L-3 Communications SKY497 Traffic Advisory System
RAD.ALT	ALT-50A
DME	42
ADF	60A
ELT	Artex 406 MHz ELT w/Remote Switch

Additional Features:

L-3 Communications A100 Infrared Imaging System (IRIS)
Raisbeck Dual Aft Body Strakes
Raisbeck Ram Air Recovery
Raisbeck Enhanced Performance Leading Edges
DATALINK RECEIVER Heads Up XMD076-01 Datalink Receiver
Frakes Exhaust Stacks
PAV-80 Entertainment System, including DVD/CD Player, 3 Video Displays
Emergency Battery
Standby Altitude Indicator

Maintenance:

Phase 1 c/w 1/2016 at 11,272 TT
Phase 2 Inspection c/w 8/2018 at 11,409 TT
Phase 3 & 4 Inspections c/w 8/2017 at 11,164 TT
5 Year Wing Bolt Inspection c/w 9/17/2015
5 Year Brake Hoses c/w 1/13/2015
5 Year Engine Flammable Hoses c/w 1/5/2017

Interior: Partial Refurbishment February 2014 by Stevens Aviation

Eight passenger interior with a forward 2-place right side divan opposite a small galley and aft-facing executive seat. The aft cabin has a 4-place club arrangement with two pull out tables. There are also two portable jump seats including seat belts for use in the aft baggage compartment. All seating is upholstered in a creamy beige leather and the woodwork, cabinetry, and forward and aft bulkheads are executed in a warm brown burl-like patterned veneer. The headliner is a cream Ultra leather and the sidewalls are covered in a tan fabric. The cabin is further complemented by gold toned plating and mariner blue carpeting. Behind the aft seats a rear bulkhead with sliding door provides privacy to the aft belted pilot seat. The rear of the aircraft has a large baggage area with a coat closet. Aft of the pilot's seat is a storage unit for Jeppesens and in the aft-side arm of the divan is another small storage unit.

Exterior: New Paint June 2013 by Stevens Aviation

Overall Matterhorn White with Ming Blue metallic lower fuselage and stripes along with Ice Silver metallic accent stripes.

EXHIBIT C
ACKNOWLEDGMENT OF DELIVERY

By this Acknowledgment, **AERO CARE SERVICES, L.L.C.** (“**Seller**”) and **TREKKER HOLDINGS, LLC** (“**Buyer**”) acknowledge that pursuant to the Aircraft Sale Agreement, dated as of September 10, 2018 between Seller and Buyer (the “**Sale Agreement**”), Seller did on _____, 2018 deliver to Buyer the following described Aircraft and Aircraft Documentation:

(i) “**Aircraft**” means (i) that certain Beech B200 (commercial designation King Air) aircraft bearing manufacturer’s serial number BB-1209 (described on the International Registry Manufacturer’s List as BEECH AIRCRAFT CORPORATION model B200 with serial number BB-1209) and FAA registration number N728WE (“**Airframe**”), together with two (2) Pratt & Whitney Canada model PT6A-61 engines bearing, respectively, manufacturer’s serial numbers PCE-HA0165 and PCE-HA0166 (described on the International Registry Manufacturer’s List as PRATT & WHITNEY CANADA model PT6A SERIES with serial numbers HA0165 and HA0166) (the “**Engines**”), and two (2) Hartzell/Raisbeck Quiet Turbofan HC-D4N-3A propellers bearing, respectively, hub assembly manufacturer’s serial numbers FY3715 and FY3717 (“**Propellers**”), (ii) all appurtenances, accessories, appliances, parts, avionics, instruments, components, accessions and furnishings pertaining thereto or in Seller’s possession, (iii) engine covers, wiring diagrams, loose equipment and other items, if any, specifically included on the Aircraft Specification, attached hereto as **Annex A**, or in Seller’s possession, and (iv) all Aircraft Documentation; and

(ii) “**Aircraft Documentation**” means all document records relating to the mechanical condition of the Aircraft, including without limitation, any of the following to the extent delivered with the Aircraft, the U.S. Standard Airworthiness Certificate, all airframe, engine, propellers and accessory logbooks, daily use logs, manuals, flight records, aircraft operating manuals, checklists issued by manufacturer, weight and balance manuals, tags, technical records, traceability records, task cards, information, overhaul records, maintenance records, maintenance contracts, computerized maintenance programs, airframe and aircraft component warranties, engine warranties, avionics warranties, wiring diagrams, drawings, data, and all issued FAA Form 337s.

The Aircraft was received by Buyer at the time, date and location set forth below, and having the hours, cycles, time, and landings set forth below.

The Seller hereby warrants to Buyer (and Buyer’s successors and assigns) that Seller conveys to Buyer good and marketable legal and beneficial title to the Aircraft and all right, title and interest of Seller in the Aircraft Documentation, free and clear of all Liens (as defined in the Sale Agreement), except Liens arising by, through or under Buyer, and that Seller shall warrant and defend such title against any Liens except those arising by, through or under Buyer.

EXCEPT AS SET FORTH IN SECTIONS 4.01 AND 5.01 OF THE SALE AGREEMENT AND THE BILLS OF SALE (AS DEFINED IN THE SALE AGREEMENT), THE AIRCRAFT IS BEING SOLD, CONVEYED AND DELIVERED TO BUYER “AS IS”, “WHERE IS”, AND

“WITH ALL FAULTS”, WITHOUT ANY REPRESENTATION, GUARANTY OR WARRANTY OF SELLER, EXPRESS OR IMPLIED, OF ANY KIND, ARISING BY LAW OR OTHERWISE. EXCEPT FOR A BREACH OF A REPRESENTATION OR WARRANTY SET FORTH IN SECTIONS 4.01 AND 5.01 OF THE SALE AGREEMENT OR THE BILLS OF SALE, SELLER SPECIFICALLY DISCLAIMS, AND EXCLUDES HEREFROM, AND BUYER SPECIFICALLY WAIVES (A) ANY REPRESENTATION OR WARRANTY AS TO THE AIRWORTHINESS, PRODUCTIVENESS, DESIGN, VALUE, SUITABILITY, USE, QUALITY, CAPACITY OR CONDITION OF THE AIRCRAFT, THE ACCURACY, VALIDITY OR TRACEABILITY OF ANY RECORDS, LOGBOOKS OR OTHER DOCUMENTS RELATED TO THE AIRCRAFT PROVIDED THEREWITH, OR THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE, WITH RESPECT THERETO, (B) ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS OR ADEQUACY FOR A PARTICULAR PURPOSE, (C) ANY REPRESENTATION OR WARRANTY OF FREEDOM FROM ANY CLAIM BY WAY OF INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR THE LIKE, (D) ANY REPRESENTATION OR WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE, AND (E) ANY OBLIGATION OR LIABILITY OF SELLER ARISING IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF SELLER, ACTUAL OR IMPUTED, OR IN STRICT LIABILITY, INCLUDING ANY OBLIGATION OR LIABILITY FOR LOSS OF USE, REVENUE, PROFIT OR DIMINUTION IN VALUE WITH RESPECT TO THE AIRCRAFT OR FOR ANY LIABILITY OF BUYER TO ANY THIRD PARTY FOR ANY OTHER DIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGE WHATSOEVER.

TIME OF DELIVERY: _____ o'clock (am / pm), _____ Daylight Time

DATE OF DELIVERY: _____, 2018

LOCATION: _____

TOTAL TIME AIRFRAME AT DELIVERY: _____ hours

TOTAL TIME ENGINES AT DELIVERY:

Engine serial number HA0165: _____ hours

Engine serial number HA0166: _____ hours

TOTAL LANDINGS AT DELIVERY: _____ landings

This Acknowledgment of Delivery may be signed in one or more counterparts (including electronic counterparts) with the same effect as if the signatures to each counterpart were upon a single instrument. All counterparts shall be considered an original.

IN WITNESS WHEREOF, the undersigned have duly executed this Acknowledgment of Delivery as of this ____, day of _____, 2018.

TREKKER HOLDINGS, LLC

By: Trekker Distributor, Inc., its Managing Member

By: _____

Name: Jose Cestero Ramirez

Title: President

AERO CARE SERVICES, LLC

By: _____

Name: _____

Title: _____

ANNEX A
to Acknowledgement of Delivery



1985 King Air B200
Serial Number BB-1209, N728WE

As of July 10, 2018

Airframe: 11,409 Total Time Hours 9,356 Landings

Engines: Upgraded Pratt & Whitney PT6A-61

Left: S/N: PCE-HA0165	1,720 Hrs TSN	578 Cycles	0 Hrs SHOT
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Props: Hartzell/Raisbeck Quiet Turbofan Props HC-D4N-3A

Left: S/N: FY3715	1,938 Hrs TSN	0 Since Overhaul	8/2018
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TPDR	Dual Garmin GTX-33
PFD / MFD	Garmin G1000 (STV) w/ GCU 477 FMS Keypad Control
A/PILOT:	Garmin GFC-710 AP/FD
RADAR:	Garmin GWX-68
DATALINK	Garmin GDL-69A WX Weather & XM Radio
STORMSCOPE	WX500
TAWS:	Garmin TAWS B
TCAS	L-3 Communications SKY497 Traffic Advisory System
RAD.ALT	ALT-50A
DME	42
ADF	60A
ELT	Artex 406 MHz ELT w/Remote Switch

Additional Features:

L-3 Communications A100 Infrared Imaging System (IRIS)
Raisbeck Dual Aft Body Strakes
Raisbeck Ram Air Recovery
Raisbeck Enhanced Performance Leading Edges
DATALINK RECEIVER Heads Up XMD076-01 Datalink Receiver
Frakes Exhaust Stacks
PAV-80 Entertainment System, including DVD/CD Player, 3 Video Displays
Emergency Battery
Standby Altitude Indicator

Maintenance:

Phase 1 c/w 1/2016 at 11,272 TT
Phase 2 Inspection c/w 8/2018 at 11,409 TT
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5 Year Brake Hoses c/w 1/13/2015
5 Year Engine Flammable Hoses c/w 1/5/2017

Interior: Partial Refurbishment February 2014 by Stevens Aviation

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Exterior: New Paint June 2013 by Stevens Aviation

Overall Matterhorn White with Ming Blue metallic lower fuselage and stripes along with Ice Silver metallic accent stripes.

EXHIBIT D
INSPECTION SCOPE

Logbooks research

Boroscopic inspection on each Engine

Engine power checks

Fuel system check

Complete corrosion inspection

Environmental & Pressurization check

Anti-ice & de-ice systems check

Complete G1000 & avionics check

Propeller balancing check

VOR Antennae at tail section inspection. Non-approved repair method and corrosion inspection.

Non-approved repair method and corrosion inspection

Landing gear and emergency operation inspection

Lighting system check

Electrical system check (battery-generators)

Flight control system check

Rain water leak check

Toilet flushing & hand wash station operations check

Wash station ops check

Passenger cabin and cabinetry check

Any other inspection or check reasonably determined by the Inspection Facility to be necessary to adequately check the underlying items for the foregoing inspections.