

AGAMC A.V.V

Dominicanessenstraat 24 Oranjestad

Aruba

28th September 2017

To: Nanshan Jet, China (SPC: Shandong Satisfying Force Electric Power Co Ltd.)
c/o Jetcraft Corporation
920 2nd Avenue South, Suite 935
Minneapolis, Minnesota 55402
United States of America

Re: One (1) Boeing Business Jet BBJ 1 aircraft bearing MSN 41658 and Current Registration Mark B-5286 (the "Aircraft")

AGAMC A.V.V. or its designee ("*Buyer*") offers to purchase from Nanshan Jet, China ("*Seller*") the Aircraft, as more fully described in Schedule 1 hereto, for a purchase price of Fifty Million United States dollars (U.S. \$ 50,000,000) as hereinafter provided. Upon acceptance of this offer to purchase by Seller, Buyer shall, within seven (7) days of the date thereof, lodge a good-faith deposit of Five Hundred Thousand United States dollars (U.S. \$ 500,000) with Donald H. Bunker and Associates in Dubai, United Arab Emirates. Buyer shall cause Donald H. Bunker and Associates to advise Seller of its receipt of such deposit.

This offer to purchase is subject to the following conditions:

1. The Aircraft shall be substantially as described in Schedule 1 hereto and the definitive Aircraft Purchase Agreement;
2. The Aircraft shall be delivered by Seller at its sole cost and expense, at a mutually acceptable tax neutral location in a clean, airworthy and serviceable delivery condition, as more particularly described in the definitive Aircraft Purchase Agreement, with: (i) all applicable airworthiness directives and alert services bulletins complied with, and all required time and calendar actions completed without deferment or extension or increased frequency of inspections, whether cycles, calendar or hours and recommendations thereof, in each such case through to the delivery date and fully compliant with the current maintenance and inspection requirements of the relevant manufacturer's approved maintenance program and recommendations thereof; (ii) all systems, engines and installed equipment serviceable and functioning in a normal operating condition in accordance with the relevant manufacturer's maintenance and operating manuals and specifications; (iii) all manuals, records, logbooks up-to-date, complete from the date of manufacture through to the delivery date, true and correct and in English; (iv) all existing and assignable warranties, engine and APU maintenance service plans, service life policies and patent indemnities, of manufacturers and maintenance and overhaul agencies relating to the Aircraft including enrollment on any relevant maintenance service program assigned to Buyer and remaining credits transferred to Buyer; (v) no damage history that would require a FAA Form 337 (or EASA equivalent) or material corrosion reflected in the aircraft documentation from the time of first delivery by the manufacturer through to delivery date; and (vi) confirmation of deregistration from its current state of registration and possessing an Export Certificate of Airworthiness to Aruba;
3. On the delivery date, Seller shall convey, with full title guarantee, good, legal and valid title to the Aircraft to Buyer free and clear of all liens, charges, pledges, encumbrances, security interests and rights of others;
4. Following acceptance of this offer to purchase by Seller, Buyer shall be entitled to conduct, at Buyer's sole cost and expense, a pre-contract visual inspection of Aircraft and documents review at the Aircraft's base (or such other mutually acceptable location) and attend on demonstration flights of the Aircraft, such flights to be charged to Buyer at direct operating cost without mark-up;

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5. Following completion of Buyer's pre-contract visual inspection of the Aircraft, documents review and demonstration flights as aforesaid, the results of which are satisfactory to Buyer at its sole and absolute discretion, Buyer will arrange for an initial draft Aircraft Purchase Agreement to be prepared by its counsel, within seven (7) days thereof, incorporating the terms of this offer to purchase and other terms customary for a transaction of this nature including but not limited to taxes pre- and post-sale to be borne by Seller and Buyer respectively (subject to customary exceptions), a pre-purchase inspection and test flight of the Aircraft and full documents review to be completed at Buyer's cost and expense and performed at the facility of ~~MNG Jet (Istanbul, Turkey)~~ or such other mutually acceptable Boeing Approved/Authorized Service facility with Seller bearing the cost and expense of positioning the Aircraft at such facility. *Jet Aviation Curaçao*

Each of the parties agrees that it will use reasonable endeavors to settle the terms of and enter into a definitive Aircraft Purchase Agreement by no later than 15th November 2017 (or such later date as may be agreed in writing between the parties). In the event that the parties do not, for any reason whatsoever, enter into a definitive Aircraft Purchase Agreement on or before the aforementioned date, this offer to purchase shall automatically terminate, Buyer shall be entitled to a return of its good-faith deposit and thereafter neither party shall have any further liability to the other at law or in equity in relation to this offer to purchase or the Aircraft;

6. Subject to the parties entering into a definitive Aircraft Purchase Agreement, the good-faith deposit shall be transferred to Insured Aircraft Title Service, LLC, as escrow agent, to be regarded as a deposit under such Aircraft Purchase Agreement and applied towards the purchase price of the Aircraft in accordance with the terms thereof. Seller's title documents including but not limited to an original warranty bill of sale shall similarly be lodged with such escrow agent. The fees and costs of such escrow agent shall be borne by the parties equally. Once lodged into escrow, the deposit under the Aircraft Purchase Agreement shall be non-refundable except as otherwise provided therein (e.g. upon a total loss of the Aircraft prior to delivery, an extended excusable delay (force majeure) event or a Seller event of default);
7. During the period from the date of acceptance of this offer to purchase by Seller until the earlier of: (i) the date of entry into a definitive Aircraft Purchase Agreement by the parties; and (ii) the termination of this offer to purchase in accordance with Article 5 hereof, Seller shall remove the Aircraft from the market and not, either directly or through any broker therefore, solicit offers to purchase the Aircraft from any third party or accept any such offers;
8. The terms and conditions of this offer to purchase and any definitive Aircraft Purchase Agreement shall remain strictly confidential and shall not be disclosed by either party (other than to its legal, financial, insurance or other professional advisors or as required by applicable law) without the prior written consent of the other party; and
9. Seller shall be solely responsible for the payment of all commissions, consulting fees, brokerage fees, agency fees or similar fees due to Jetcraft Corporation and any parent company, subsidiary, affiliate or agent thereof in relation to the sale of the Aircraft to Buyer as contemplated hereby and in any definitive Aircraft Purchase Agreement.

The foregoing outlines the basic terms and conditions that would form the basis of any definitive Aircraft Purchase Agreement and which shall also include provisions customary for transactions of the nature

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contemplated herein. Such terms and conditions are subject to modification and/or amplification by each party's legal counsel in the context of the Aircraft Purchase Agreement negotiations. The parties acknowledge that this offer to purchase is a statement of the intention of the parties and is not intended to be binding.

This offer to purchase, the Aircraft Purchase Agreement and all operative documents shall be governed by and construed in accordance with the laws of England and the parties shall submit to the non-exclusive jurisdiction of the courts of England in connection herewith and therewith.

This offer to purchase is available for acceptance by Seller on or before 18:00h (GMT) on 15th October 2017 failing which, this offer to purchase shall lapse and neither party shall have any further liability to the other at law or in equity in relation to this offer to purchase or the Aircraft.

BUYER: AGAMC A.V.V.

Per: Wael Sobeh
Name: Wael Sobeh
Title: Portfolio Manager

AGREED TO AND ACCEPTED BY:

SELLER: NANSHAN JET, CHINA
(SPC: Shandong Satisfying Force Electric Power Co Ltd.)

Per: [Signature]
Name: 宋作文
Title: The chairman of Nanshan
Date: 15th October 2017

SCHEDULE 1

[insert Aircraft Specifications]