

ENTERED

April 14, 2026

Nathan Ochsner, Clerk

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

SAKS GLOBAL ENTERPRISES LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 26-90103 (ARP)

(Jointly Administered)

**ORDER (I) AUTHORIZING THE SALE OF
ASSET TO JONES AVIATIONS LLC, (II) AUTHORIZING
PAYMENT OF BROKER FEES, AND (III) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the Global Debtors in the above-captioned chapter 11 cases (collectively, the “Chapter 11 Cases”) pursuant to sections 105 and 363 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.*, as amended (the “Bankruptcy Code”) and rules 2002 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and 9013-1 of the Bankruptcy Local Rules (the “Local Rules”) for the United States Bankruptcy Court for the Southern District of Texas (this “Court”) and the Procedures for Complex Cases in the Southern District of Texas seeking entry of an order (the “Sale Order”) (i) authorizing the sale of the Asset to Jones Aviations LLC, (ii) approving payment of fees of the Broker, and (iii) granting related relief; and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. § 1334(b), and the *Order of Reference to Bankruptcy Judges* from the United States

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.stretto.com/Saks>. The location of Debtor Saks Global Enterprises LLC’s corporate headquarters and the Debtors’ service address in these chapter 11 cases is 225 Liberty Street, 31st Floor, New York, NY 10281. Bradley Arant Boult Cummings LLP is counsel for the following Debtors: Saks OFF 5TH Holdings LLC, Saks OFF 5TH LLC, Saks OFF 5TH Midco Partner Inc., and Luxury Outlets USA, LLC (collectively, the “SO5 Digital Debtors”). Haynes and Boone, LLP and Willkie Farr & Gallagher LLP are counsel for the remaining Debtors (collectively, the “Global Debtors”).

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion or the APA, as applicable.

District Court for the Southern District of Texas, entered May 24, 2012; and this Court having found that venue of these Chapter 11 Cases and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that notice of the Motion has been given as set forth in the Motion and that such notice is appropriate under the circumstances and no other or further notice need be given; and this Court having determined that it may enter an order consistent with Article III of the United States Constitution; and upon consideration of the First Day Declaration; and upon the record in these Chapter 11 Cases and all of the proceedings had before this Court; and this Court having found and determined that the relief sought in the Motion is in the best interests of the Global Debtors, their estates, and their creditors; and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,³

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. The transactions contemplated by that certain Aircraft Purchase and Sale Agreement, by and among Wilmington Trust Company, not in its individual capacity but solely as owner trustee, Saks Global Enterprises LLC, and Jones Aviations LLC, a substantially final copy of which is attached hereto as Exhibit A (the “APA”), are APPROVED as set forth in this Sale Order.
3. The APA and all of the terms and conditions thereof, and the Sale contemplated thereby, including the Purchase Price, are hereby approved in all respects.

³ The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

4. The Global Debtors are authorized to pay the fees of the Broker upon entry of this Sale Order.

5. Pursuant to section 363 of the Bankruptcy Code, the Global Debtors, acting by and through their existing agents, representatives, and officers, are authorized and empowered to take any and all actions necessary and appropriate to: (a) execute the APA; (b) consummate and close the Sale pursuant to and in accordance with the terms and conditions of this Sale Order and the APA; (c) transfer and assign all right, title, and interest to the Asset, in accordance with the terms and conditions of this Sale Order and the APA; (d) execute and deliver, perform under, consummate, and implement this Sale Order, the APA, and all additional instruments and documents that may be reasonably necessary or desirable to implement this Sale Order, the APA, including any other ancillary documents; and (e) pay the fees to the Broker. In the event of any conflict or inconsistency with the Motion, the APA, or any ancillary document executed in connection therewith, the terms of this Sale Order shall control.

6. In accordance with section 363(f) of the Bankruptcy Code, the Global Debtors have either (a) met the requirements set forth in the DIP Credit Agreements (as defined in the *Final Order (I) Authorizing the Global Debtors to Obtain Postpetition Financing, (II) Granting Liens and Providing Superpriority Administrative Expense Claims, (III) Authorizing the Use of Cash Collateral, (IV) Granting Adequate Protection to the Prepetition Secured Parties, (V) Modifying the Automatic Stay, and (VI) Granting Related Relief* [Docket No. 917] (the “DIP Order”)) to effectuate the Sale, or, in the alternative, (b) have received the consent of the Required SGUS DIP Lenders (as defined in the DIP Order) to effectuate the Sale.

7. The sale process engaged in by the Global Debtors and the Purchaser including, without limitation, the negotiation of the APA, was at arm’s-length, non-collusive, in good faith, and

substantively and procedurally fair to all parties in interest. Neither the Global Debtors nor the Purchaser including their respective management, agents, advisors and representatives have engaged in any conduct that would cause or permit the APA or the Sale to be avoided, or costs or damages to be imposed, under section 363(n) of the Bankruptcy Code.

8. The Global Debtors and the Purchaser each has complied, in good faith and in all respects with Bankruptcy Rule 6004(f) in connection with the Sale.

9. The APA has been negotiated and executed, and the transactions contemplated in the APA, including, without limitation, the Sale, are and have been undertaken, by the Global Debtors, the Purchaser and their respective representatives at arm's-length, without collusion and in "good faith," as such term is defined in section 363(m) of the Bankruptcy Code. Accordingly, the Purchaser is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code, and is therefore entitled to the full protection of that provision in respect of the Sale and each term of this Sale Order. Therefore, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale or any term of the APA, and shall not permit the unwinding of the Sale.

10. None of the Purchaser or its affiliates, successors, assigns, equity holders, employees or professionals will have or incur any liability to, or be subject to any action by the Global Debtors or their estates, predecessors, successors, or assigns, arising out of the negotiation, investigation, preparation, execution, delivery of the APA and the entry into and consummation of the sale of the Asset, except as expressly provided in the APA and this Sale Order.

11. Pursuant to sections 105(a) and 363 of the Bankruptcy Code, upon closing of the Sale, and pursuant to and except as otherwise set forth in the APA, the Global Debtors', Owner Trustee's and the Trust's rights, title, and interests in and to the Asset will be transferred to the Purchaser.

12. Nothing in this Sale Order or the APA shall modify, impair, waive, or otherwise affect any of the rights, remedies, protections, obligations, or priorities of any party under the DIP Credit Agreements or the DIP Order, all of which are expressly preserved. For the avoidance of doubt, all applicable liens, claims, encumbrances, and other interests created in the DIP Order shall attach to the proceeds of the Sale, as applicable.

13. Pursuant to 11 U.S.C. §§ 363(b) and 363(f), the sale of the Asset to the Purchaser shall be free and clear of all liens, mortgages, security interests, leases or other defects in title, charge or encumbrances or claims or rights of others, including, without limitation, rights of others under any engine or parts interchange, loan, lease, or pooling agreement in accordance with section 363(f) of the Bankruptcy Code. Any and all such liens, claims, encumbrances, and other interests shall attach to the net proceeds of the Sale with the same validity, priority, force, and effect as they had against the Asset immediately prior to the closing of the Sale.

14. Subject to the terms, conditions, and provisions of this Sale Order, all persons and entities are hereby forever prohibited and barred from taking any action that would adversely affect or interfere, or that would be inconsistent with (a) the ability of the Global Debtors to sell and transfer the Asset to the Purchaser in accordance with the terms of the APA and this Sale Order, and/or (b) the ability of the Purchaser to acquire, take possession of, use and operate the Asset in accordance with the terms of the APA and this Sale Order. Notwithstanding the foregoing or anything to the contrary in the APA, nothing in the APA or this Sale Order shall release, discharge, transfer or otherwise dispose of any causes of action of the Debtors or their estates, including but not limited to (a) any causes of actions of any Debtor or its estate against any current or former directors, officers, members, partners, shareholders, managers, advisors, or other professionals of such Debtor and (b) all actual and/or potential claims and causes of action under Sections 502(d),

544, 545, 547, 548, 549, 550, and 553 of the Bankruptcy Code, or any other avoidance actions under the Bankruptcy Code or any similar actions under any other applicable law, in each case, whether related to the Asset prior to the Closing of the Sale or otherwise. As used herein, “causes of actions” means any and all actions, claims, causes of action, suits, or judgments belonging to the Debtors or their estates of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or noncontingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law.

15. The Global Debtors have demonstrated good, sufficient, and sound business purposes and justifications for entry into the APA and consummation of the Sale, pursuant to section 363(b) of the Bankruptcy Code. The Purchase Price is the highest and best offer for the Asset. The consideration to be provided by the Purchaser pursuant to the APA is fair and reasonable and constitutes reasonably equivalent value and fair consideration for the Asset.

16. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rules 2002(a)(2) and 6004(a) and the Bankruptcy Local Rules are satisfied by such notice.

17. Notwithstanding any Bankruptcy Rule to the contrary, this Order shall take effect immediately upon its entry.

18. The Global Debtors are authorized and empowered to take any and all further actions as may be reasonably necessary or appropriate to give effect to this Sale Order.

19. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Sale Order.

Signed: April 14, 2026

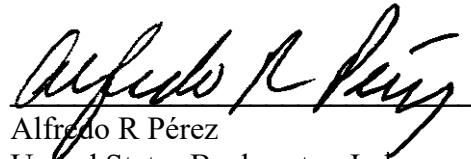

Alfredo R Pérez
United States Bankruptcy Judge

EXHIBIT A

AIRCRAFT PURCHASE AND SALE AGREEMENT

This **AIRCRAFT PURCHASE AGREEMENT** (this “**Agreement**”) is made and entered into as of the ____ day of April 2026 (the “**Effective Date**”), by and among Wilmington Trust Company, not in its individual capacity but solely as owner trustee (“**Owner Trustee**”) under the Amended and Restated Trust Agreement dated January 16, 2018, between Owner Trustee and Beneficial Owner, as trustor (as amended, supplemented, and assigned from time to time) (“**Trust Agreement**”), for the benefit of Saks Global Enterprises LLC, Saks Global Enterprises LLC (“**Beneficial Owner**”, together with Owner Trustee, “**Seller**”), and Jones Aviations LLC (“**Purchaser**”).

WITNESSETH:

WHEREAS, Seller desires to sell the Aircraft to Purchaser, and Purchaser desires to purchase the Aircraft from Seller;

WHEREAS, Owner Trustee holds title to the Aircraft pursuant to 49 U.S.C. 44102 under the Trust Agreement (defined below) and pursuant to FAR Section 47.7(c) enters into this Agreement to convey the Aircraft to Purchaser at Seller’s direction, in its capacity as trustor under the Trust Agreement; and

NOW, THEREFORE, in consideration of these premises and the mutual covenants and agreements herein contained, the parties agree as follows:

ARTICLE I. DEFINITIONS

1.1 The following terms shall have the following meanings for all purposes of this Agreement:

“**Additional Items**” means any and all appurtenances, appliances, parts, instruments, components, accessions, and furnishings, pertaining to the Aircraft which are in Seller’s possession or control but not otherwise installed on the Aircraft as specifically listed on the Aircraft Specification.

“**Aircraft**” means the Airframe, Engines, APU, Additional Items, and the Aircraft Documents.

“**Aircraft Documents**” means (i) all documents and records in Seller’s possession or control and required to be maintained with respect to the Aircraft and its Part 91 operation (provided, however, that certain of the documents may be only in electronic or digital format or provided through paid subscriptions), including without limitation, all airframe, engine, and accessory logbooks, manuals, flight records, checklists, 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 (if any), engine warranties (if any), avionics warranties (if any), wiring diagrams, drawings, data, all issued FAA Form 337s (if any), but excluding passenger manifests, flight logs, tax, financial and other similar confidential or proprietary records that are not required by Purchaser to be able to document the on-going maintenance history of the Aircraft.

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

“**Aircraft Registration Application**” means an FAA AC Form 8050-1 Aircraft Registration Application.

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

“**Airframe**” means that certain Gulfstream Aerospace model G-IV (G400) aircraft described on the International Registry with manufacturer designation: GULFSTREAM, model designation: Gulfstream G-IV (G400) bearing manufacturer’s serial number 1504 and United States Registration Number N704SG, together with its Incorporated Parts and as further described in the Aircraft Specification.

“**Airworthy**” or “**Airworthiness**” means that the Aircraft: (a) is in a condition suitable to hold a valid United States Standard Airworthiness Certificate (as defined by Appendix I of FAA Order 8130.2K), as determined by the Inspection Facility, and (b) has been returned to service by the Inspection Facility.

“**Anti-Money Laundering Laws**” means those laws, regulations and sanctions, state and federal, criminal and civil, that (a) limit the use of and/or seek the forfeiture of proceeds from illegal transactions; or (b) 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; which include but are not limited to the Patriot Act (Pub. L. No. 107-56, 115 Stat. 272 (2001)), the Bank Secrecy Act (Pub. L. No. 91-508, 84 Stat. 1114 (1970)), the Trading with the Enemy Act (50 U.S.C. App. Section 1 et seq), the International Emergency Economic Powers Act (50 U.S.C. Section 1701 et seq), and the sanction regulations promulgated pursuant thereto by OFAC, as well as laws relating to prevention and detection of money laundering in 18 U.S.C. Sections 1956 and 1957.

“**APU**” means the Honeywell model GTCP36-100G auxiliary power unit bearing manufacturer’s serial number P812 together with its Incorporated Parts and as further described in the Aircraft Specification.

“**Bankruptcy Code**” means title 11 of the United States Code, 11 U.S.C. §§ 101–1532.

“**Bankruptcy Court**” means the United States Bankruptcy Court for the Southern District of Texas.

“**Bankruptcy Sale Order**” means the order entered by the Bankruptcy Court authorizing the Seller to sell the Aircraft pursuant to section 363 of the Bankruptcy Code, which shall be reasonably acceptable in form and substance to Purchaser and Seller, and which shall include a finding that (A) Purchaser is a “good faith” purchaser and entitled to the protections under section 363(m) of the Bankruptcy Code, (B) the negotiation of the Agreement, was at arm’s-length, non-collusive, in good faith, and substantively and procedurally fair to all parties in interest in accordance with section 363(n) of the Bankruptcy Code, (C) the sale of the Assets to Purchaser on the terms set forth in this Agreement is free and clear of all liens, mortgages, security interests, leases or other defects in title, charge or encumbrances or claims or rights of others, including, without limitation, rights of others under any engine or parts interchange, loan, lease, or pooling agreement in accordance with section 363(f) of the Bankruptcy Code, and (D) the Purchaser and Seller each has complied, in good faith and in all respects with Bankruptcy Rule 6004(f) in connection with the private sale of the Asset.

“**Bill of Sale**” means a Warranty Bill of Sale for the Aircraft in the form of EXHIBIT C attached hereto.

“**BIS**” means Bureau of Industry and Security of the U.S. Department of Commerce.

“**Business Day**” means any day of the year in which banks are not authorized or required to close in the States of Oklahoma and New York, and in which the FAA Registry Public Documents Room is open for filing documents.

“**Cape Town Convention**” means, collectively, the Convention, Aircraft Protocol and International Registry Procedures and International Registry Regulations.

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

“**Closing Date**” means the date the Closing occurs.

“**Contract of Sale**” has the meaning given to it in the Cape Town Convention.

“**Control Technology Laws**” means all applicable laws which prohibit export or diversion of certain technical products, data or services, including the Export Administration Regulations (EAR, 15 C.F.R. Parts 730–774), the International Traffic in Arms Regulations (ITAR, 22 C.F.R. Parts 120–130) if applicable, and OFAC sanctions.

“**Convention**” means the official English language text of the Convention on International Interests in Mobile Equipment adopted on 16 November 2001 at a diplomatic conference in Cape Town, South Africa.

“**Delivery Condition**” means the condition precedent to Purchaser’s obligation to take delivery of the Aircraft in which Purchaser may confirm the Aircraft is in the following condition:

1. free and clear of all Liens;
2. in an Airworthy condition (suitable for operations under FAR Part 91);
3. registered with the FAA Aircraft Registry and with a U.S Certificate of Airworthiness in the Standard Category without exceptions or deviations;
4. materially equipped as specified in the Aircraft Specification and in the same condition as at the completion of the Inspection, normal wear and tear excepted;
5. with each Engine and all systems and installed equipment operating in Normal Working Order (and excluding Obsolete Items);
6. with all Aircraft Documents, printed or published in English, and maintained in accordance with the FAR;
7. with no Material Damage or Material Corrosion;
8. in compliance with all Airworthiness Directives, Mandatory Aircraft Service Changes and Mandatory Service Bulletins (or manufacturers equivalent) due as of the date of Closing;
9. with any and all parts, loose equipment, tool kits and other accessories relating to the Aircraft in Seller’s possession or control;
10. with all company names or logos of Seller and any operator removed or deleted from the interior and exterior of the Aircraft;

11. with all assignable third-party warranties and the Maintenance Service Programs (including navigation database, publications and chart services) (if any) pertaining to the Aircraft shall at the time of Closing:

- a. be valid and in full effect;
- b. have zero or positive account balances;
- c. be fully paid by Seller up to the date of closing, including but not limited to usage and renewal payments, deferred payment obligations or hours, and a pro rata portion of annual minimum usage requirements (if applicable), and
- d. be transferred to Purchaser upon Delivery (including the assignment of any positive account balances). Seller shall not diminish the value of such programs by transferring any balances or contracts. The foregoing shall not apply to any amounts owed by Seller that are subject to the Seller's bankruptcy case provided that such obligations of Seller do not impact Purchaser's ability to maintain or obtain such warranties, programs and/or subscriptions at no additional cost to Purchaser (other than customary transfer fees).

The Delivery Condition is not a warranty or representation on behalf of Seller, but rather represents a condition precedent to Purchaser's obligation to take delivery and Purchaser is solely responsible to determine that the Delivery Condition has been met.

"Delivery Costs" mean the Flight Costs associated with the Delivery Flight.

"Delivery Flight" means the flight necessary to relocate the Aircraft from the Inspection Facility to the Delivery Location, if necessary.

"Delivery Location" means the Inspection Facility, or another mutually agreeable, tax friendly location within the 48 contiguous United States mutually agreed to by Purchaser and Seller.

"Delivery Receipt" means an Aircraft Delivery Receipt in the form of EXHIBIT B attached hereto.

"Deposit" means a purchase money deposit in the amount of Two Hundred Fifty United States Dollars (US\$250,000.00), which shall be deposited with the Escrow Agent prior to the Effective Date.

"Discrepancy" means any item discovered during the Inspection or prior to Closing by the Inspection Facility, in their sole and absolute discretion, which the Inspection Facility reasonably deems necessary to be corrected or repaired in order for Seller to deliver the Aircraft to Purchaser at Closing in the Delivery Condition; provided that Seller shall not be obligated to correct or repair any Obsolete Item except that, at Purchaser's request, Seller shall be responsible for the disablement, deactivation, or removal of any Obsolete Item that is not functioning normally. Purchaser hereby acknowledges that the Heads Up Display Overhead Unit ("**HUD**") is not functioning and the HUD, and anything non-Airworthy related to the inoperability of the HUD, shall not be considered a Discrepancy.

"Engines" means and two (2) Rolls-Royce Deutschland Ltd & Co KG model Tay 611-8 aircraft engines (described on the International Registry with manufacturer's designation: ROLLS ROYCE, model designation: TAY611) bearing manufacturer's serial numbers 18143 and 18144, together with their Incorporated Parts and as further described in the Aircraft Specification.

"Escrow Agent" means Gilchrist Aviation Law, 1200 NW 63rd St., Oklahoma City, Oklahoma 73116; Attention: Jack Gilchrist; Telephone: (405) 252-8888, email: jgilchrist@gilchristaviation.com.

"Escrow Fees" means an amount equal to Seven Thousand Five Hundred United States Dollars (US\$7,500).

“Excluded Country” means any state, country or jurisdiction that is the target of Sanctions or Anti-Money Laundering Laws including but not limited to Cuba, Iran, North Korea, Afghanistan, Syria, Russia, Belarus, or any Covered Region. “Covered Region” means the Crimea region of Ukraine, the so-called Donetsk People’s Republic, the so-called Luhansk People’s Republic, the Kherson Region of Ukraine, the Zaporizhzhia Region of Ukraine, and any other region that is hereafter designated by the United States Department of the Treasury, in consultation with the United States Department of State, as a region subject to comprehensive territorial sanctions or similar restrictions..

“Excluded Person” means any person or entity that is or has been subject to Sanctions or Anti-Money Laundering Laws including but not limited to the following: (i) whose property or interests in property are blocked or subject to blocking pursuant to Section 1 of Executive Order 13224 of September 24, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)); (ii) on the OFAC list of “Specially Designated Nationals” and “Blocked Persons” or subject to the limitations or prohibitions under any OFAC regulation or executive order; (iii) U.S. Department of Commerce BIS Denied Persons List and Entity List, (iv) the U.S. Department of State’s Debarred Parties List, (v) who is the subject of a United Nations sanction, the EU Sanctions List, the Consolidated List of Financial Sanctions Targets and the Investment Ban List maintained by Her Majesty’s Treasury or whose assets have been frozen by enabling legislation of the same in the European Union or any of its member state, the United Kingdom, the United States of America, Canada, Japan or Australia; (vi) whose funds or economic resources are frozen or subject to a prohibition to make funds and economic resources available pursuant to Council Regulation (EU) No 269/2014 of 17 March 2014; (vii) the EU Consolidated List, EU Arms Embargoes List, or to any other entity lists published by the EU or the UK or Australian or Japanese or Canadian government or (vi) who is “owned or controlled” (as such term is defined under any Sanctions) by a person meeting any of the criteria set forth above. Purchaser also acknowledges.

“Excluded Transaction” means any transaction which would be prohibited for Purchaser or Seller by reason of being: (i) a violation Sanctions, (ii) a violations of Anti-Money Laundering Laws, (iii) a violation of Control Technology Laws or (iv) involving an Excluded Person.

“FAA” means the Federal Aviation Administration.

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

“FAR” or **“FARs”** means the Aeronautics Regulations of Title 14, Parts 1 to 399 of the United States Code of Federal Regulations, as amended.

“Flight Costs” means a rate of Six Thousand One Hundred Twenty Four U.S. Dollars (\$6,124.00 USD) per flight hour (measured from the time the Aircraft takes off at the beginning of a flight, to the time the Aircraft lands at the end of a flight) recorded by the Aircraft flight management system and documented in the Aircraft flight logs and allocated on a one-tenth (1/10th) of an hour basis, not to exceed the amount permitted by FAR 91.501.

“Governmental Entity” means any nation or government; any state, province, territory, municipality or other political subdivision; any supranational body (including the EU), and any agency, authority, department, board, bureau, commission, court, tribunal, arbitral body (to the extent having jurisdiction by law), central bank, taxation authority, or instrumentality thereof; any quasi-governmental or self-regulatory organization to the extent it has or asserts jurisdiction over a Party or the transactions

contemplated (including airport authorities and air navigation service providers); and any successor to any of the foregoing..

“Incorporated Parts” means all appurtenances, appliances, parts, avionics, instruments, components, accessions, equipment and furnishings (other than complete Engines, or APU) incorporated or installed in, or attached to the Airframe, the Engines or the APU (other than the complete Engines or APU) which are incorporate or installed on, or attached to, the Airframe, Engines or APU.

“Inspection” means Purchaser’s pre-purchase inspection of the Aircraft, which shall include the following: (i) a records review, (ii) the Inspection work scope set forth on Annex 1 hereto; and (iii) the Test Flight.

“Inspection Facility” means Clay Lacy in Oxford, CT (KOXC), or such other inspection facility mutually agreed to by Seller and Purchaser.

“Inspection Report” means the final written report issued by the Inspection Facility describing the results of the Inspection and which specifically identifies any Discrepancies, which shall be released to both Purchaser and Seller upon completion of the Inspection.

“International Interest” has the meaning given to it in the Convention.

“International Registry” means the International Registry located in Dublin, Ireland, established pursuant to the Cape Town Convention.

“International Registry Procedures” means the official English language text of the Procedures of the International Registry issued by the supervisory authority thereof pursuant to the Cape Town Convention.

“International Registry Regulations” means the official English language text of the Regulations of the International Registry issued by the supervisory authority thereof pursuant to the Cape Town Convention.

“Lien(s)” means any lien, mortgage, security interest, lease, cloud or defect on title or other charge or encumbrance, or claim or right of others, including without limitation, rights of others under any engine or parts interchange, loan, lease, or pooling agreement and any International Interests, but not including any encumbrance of any kind caused by Purchaser’s own actions or failure to act.

“Maintenance Aircraft Program(s)” means, collectively, HONEYWELL MAINTENANCE SERVICE PLAN (MSP) AGREEMENT FOR ENROLLED AIRCRAFT Honeywell MSP Avionics and/or MSP Mechanical Components Number 440077876.

“Material Corrosion” means corrosion beyond limits or tolerances permitted by the original equipment manufacturer that cannot be repaired, rectified or terminated on a non-recurring basis such that the Aircraft can be returned to service without a requirement of repetitive or recurring inspections which deviate from the manufacturer’s normal maintenance procedures or required modifications to the normal component life limitations, overhaul and/or inspection intervals for the Aircraft.

“Material Damage” means any damage to the Aircraft or any part thereof that (i) requires, required or would have required the issuance of an FAA Form 337 (or its equivalent) (whether or not the form has actually been issued) or (ii) an alteration or repair, which alteration or repair constituted or would constitute a “major repair” or “major alteration” as such term is defined in 14 C.F.R. Part 43, Appendix A,

subparagraph (b) and/or recorded in a manner prescribed by 14 C.F.R. Part 43, Appendix B, or (iii) that requires or required any deviation from the original approved manufacturer's aircraft build specification, standard production configuration, normal component life limitations, overhaul and/or inspection intervals.

"Normal Working Order" means a condition which (i) is functioning within the manufacturer's standard specifications, limitations, tolerances and requirements, (ii) is good, but not necessarily perfect, it being understood and agreed that normal wear and tear within the manufacturer's maintenance manual limitations for normal use which does not materially impair performance of the unit or prevent return to service by the Inspection Facility shall be acceptable; and (iii) does not require a modification to the normal life limitation, overhaul or inspection interval of the unit.

"OFAC" means the Office of Foreign Assets Control of the U.S. Department of Treasury.

"Obsolete Items" means any equipment that is not required for the Aircraft to be deemed Airworthy which is: (a) a merely cosmetic item, or (b) obsolete equipment for which parts are not commercially available, or for which the manufacturer of such obsolete system or equipment no longer provides support or parts. The Inspection Facility or manufacturer, as applicable, shall determine whether any equipment constitutes an Obsolete Item.

"Purchase Price" means the amount of Six Million United States Dollars (US\$6,000,000.00), not including and exclusive of all applicable Taxes related to the sale, delivery, or transfer of the Aircraft.

"Purchase Price Balance" means the Purchase Price less the Deposit plus any other amounts payable by Purchaser under this Agreement.

"Purchaser Documents" means any and all documents necessary to register the Aircraft in Purchaser's name with the FAA Registry, including but not limited to (i) the Aircraft Registration Application, (ii) the Delivery Receipt, and (iii) any other documents required to support registration in the name of Purchaser.

"Sale" has the meaning given to it in the Cape Town Convention.

"Sanctions" means any applicable trade, economic or financial sanctions, laws, regulations/embargoes or restrictive measures administered, enacted or enforced by the Security Council of the United Nations, the United States of America, the European Union, the United Kingdom, Australia, Japan or Canada, or any other country in which the Aircraft is habitually based from time to time including, without limitation, OFAC, BIS, and the U.S. Department of State; which, in each case, (a) is applicable to (x) Purchaser or Seller or (y) the ownership, leasing, financing or operation of the Aircraft, and (b) has the effect of prohibiting or restricting aviation activities to, from or within such country, for so long as Sanctions remain in effect.

"Seller Documents" means (i) all documents necessary to release any Liens against the Aircraft, (ii) the Bill of Sale and a corresponding FAA AC Form 8050-2 Aircraft Bill of Sale, (iii) the Bankruptcy Sale Order, and (iv) the Assignment of Warranties and Other Rights in the form of EXHIBIT E attached to this Agreement.

"Significant Findings" means the following or a history of the following: (i) the discovery of Material Corrosion or Material Damage; or (ii) the Aircraft cannot be placed in the Delivery Condition.

“**Taxes**” any and all taxes, levies, duties, imposts, fees, charges, or withholdings of any nature, however denominated, including sales, use, value-added (VAT/GST), goods and services, transaction privilege, gross receipts, property (real or personal), stamp, registration, documentary, transfer, fuel, excise, environmental, customs, import, export, and withholding taxes, and any interest, additions to tax, penalties, fines, or assessments related thereto, in each case imposed by any Governmental Entity and whether now or hereafter imposed, contested or not, and whether direct or indirect..

“**Technical Acceptance Letter**” means a Technical Acceptance Letter in the form of EXHIBIT B attached hereto.

“**Test Flight**” means any flight conducted as part of the Inspection under the command and operational control of Seller of not more than two (2) hours in duration in which Purchaser may have up to three (3) representatives on board and in which the pilot-in-command shall have final and complete authority to postpone or cancel any test flight for any reason or condition that, in his or her judgment, will compromise the safety of the flight.

“**Test Flight Costs**” means the Flight Costs associated with the Test Flight.

“**Total Loss**” means, with respect to the Aircraft (including for the purpose of this definition, the Airframe and Engines), the total loss or the loss of the use of the Aircraft due to theft, disappearance, destruction or the requisition or taking of use of the Aircraft or any substantial part of the Aircraft by any Governmental Entity; and/or any damage to the Aircraft or any part of the Aircraft to any extent which, in the opinion of the insurers with which the Aircraft is insured, renders repair impractical or uneconomic; and/or any other event which is treated by the insurers with which the Aircraft is insured, or by Seller or any Governmental Entity having applicable jurisdiction, as a total loss of the Aircraft.

ARTICLE II. AGREEMENT TO BUY AND SELL

2.1 **Agreement.** For and in consideration of the Purchase Price, on the Closing Date, Seller shall sell and deliver the Aircraft to Purchaser, and Purchaser shall purchase and accept delivery of the Aircraft from Seller, on and subject to the terms and conditions set forth herein.

2.2 **Deposit.** Purchaser has transferred the Deposit to the Escrow Agent by wire transfer in immediately available funds. 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. The Deposit is nonrefundable to Purchaser, except as otherwise set forth herein and subject to Seller’s performance of its obligations hereunder. The Deposit shall be held strictly under the terms of this Agreement, and not under the terms of any other purchase agreement.

2.3 **Bankruptcy.** The Seller has obtained a Bankruptcy Sale Order approving the Sale of the Aircraft in accordance with this Purchase Agreement. The execution of this Agreement and sale of the Aircraft shall be subject to the entry of the Bankruptcy Sale Order; provided, however, if Seller defaults in the performance of its obligations under this Agreement and the sale does not occur, Seller shall reimburse Purchaser for: (i) its actual out-of-pocket cost of the Inspection, (ii) Purchaser’s Flight Costs paid or reimbursed to Seller, and (iii) all reasonable documented costs, expenses and fees (including fees of consultants and attorneys) incurred by Purchaser in connection with the transactions contemplated by this Agreement, which additional costs, expenses, and fees in (iii) shall not exceed \$50,000.00, within five (5) business days of written demand by Purchaser and approval from the Bankruptcy Court.

ARTICLE III. AIRCRAFT CONDITION AND INSPECTION

3.1 **Delivery Condition.** Unless otherwise agreed to by Purchaser or as otherwise provided herein, it shall be a condition precedent to Purchaser's obligation to consummate the transaction contemplated hereby that the Aircraft shall be in the Delivery Condition on the Closing Date at the Delivery Location. If Purchaser delivers the Technical Acceptance Letter to Seller pursuant to Section 3.5.1 or 3.5.2, Purchaser shall be responsible for the first \$50,000.00 USD of the cost to repair any Discrepancies discovered during the Inspection by the Inspection Facility, and the remaining costs to correct any Discrepancies required to be corrected pursuant to this Agreement shall be borne by Seller's at its sole cost prior to or at Closing (subject to agreement by Inspection Facility to be paid from proceeds at Closing), but for the avoidance of doubt Seller is making no express or implied representation or warranty as to the condition of the Aircraft, and Purchaser is relying entirely on the Inspection of the Aircraft as to the condition of the Aircraft. Purchaser's acceptance of the Aircraft shall be deemed confirmation the Aircraft is in the Delivery Condition and any discrepancies from the Delivery Conditions are expressly waived by Purchaser at the time of such technical acceptance.

3.2 **Visual Inspection.** Purchaser undertook a visual inspection of the Aircraft, and Purchaser found the Aircraft acceptable.

3.3 **Inspection Authority.** The Purchaser will conduct the Inspection through the Inspection Facility. The Inspection shall be at Purchaser's sole cost and expense. Prior to the commencement of the Inspection, Purchaser shall arrange for and pre-pay all costs and expenses of the Inspection, including any Test Flight, and shall provide proof of same to Seller.

3.4 **Inspection Location and Commencement.** The Inspection shall be performed at the Inspection Facility. Seller shall cause the delivery of the Aircraft and the Aircraft Documents to the Inspection Facility on or about the scheduled commencement date for the Inspection. The Aircraft is currently located in Oxford, CT (KOXC) and will be positioned at the Inspection Facility located at the same airport. 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 the Delivery Location as required hereby or to minimize any potential loss or damage that may result from any event or potential event of Force Majeure.

3.5 **Technical Acceptance.** Within three (3) Business Days after completion of the Inspection and Purchaser's receipt of the Inspection Report from the Inspection Facility, Purchaser shall execute and deliver to Seller the Technical Acceptance Letter and shall therein indicate:

3.5.1 Purchaser's acceptance of the Aircraft "as-is," "where-is," and "with all faults";

3.5.2 Purchaser's acceptance of the Aircraft, subject to Seller's correction of all Discrepancies documented in writing by the Inspection Facility; or

3.5.3 Purchaser's rejection of the Aircraft, which shall be permitted if, any only if, the Inspection Report indicates that the Inspection Facility has identified one or more Significant Findings. In the event of rejection of the Aircraft, Purchaser shall bear the cost of the Inspection, and Test Flight Costs, if any, and the Deposit shall be returned by the Escrow Agent to Purchaser (less Purchaser's share of the Escrow Fees).

3.5.4 With respect to a Significant Finding, the Parties understand and agree that a Significant Finding shall be grounds for Purchaser, and Purchaser shall be entitled, to reject the Aircraft, but such Significant Finding shall not constitute a breach by Seller of this Agreement, nor shall Seller have any

obligation to remedy or attempt to remedy such Significant Finding if the Aircraft is rejected by Purchaser. Furthermore, for clarity, Purchaser is not obligated to reject the Aircraft in case of one or more Significant Findings and may, at Purchaser's sole and absolute discretion, elect instead to waive any such Significant Findings as a rejection right (subject to Seller's obligations with respect to such Significant Findings as described below), and, in such case, Purchaser may, at Purchaser's sole and absolute discretion, elect to accept the Aircraft, subject to Seller causing the correction of Discrepancies (including any Significant Findings which by their nature are correctable and which are required to be corrected in order for the Aircraft to satisfy the Delivery Condition).

3.6 Failure to Deliver Technical Acceptance Letter. If Purchaser does not deliver a completed Technical Acceptance Letter to Seller within the time period set forth above, Purchaser shall be deemed to have accepted the Aircraft under this section subject to the repair of any Discrepancies.

3.7 Acceptance and Correction of Discrepancies. As soon as reasonably practicable after Purchaser's Technical Acceptance of the Aircraft in accordance with Section 3.5 above, (i) Purchaser shall pay the initial cost, up to a maximum of \$50,000, to the Inspection Facility for the repair of any Discrepancies, and (ii) Seller and Purchaser shall diligently cause to be corrected all Discrepancies (if any) in accordance with the cost-splitting described in Section 3.1 herein. Time is of the essence in the commencement and completion of repair work to correct the Discrepancies. A logbook entry or maintenance transaction report returning the Aircraft to service by the Inspection Facility acknowledges correction and/or repair of all such Discrepancies.

ARTICLE IV. CLOSING PROCEDURES

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4.1 Pre-Closing Obligations. As soon as practical after the Aircraft is returned to service following the correction and/or repair of all Discrepancies, or if no such Discrepancies are discovered, after Purchaser executes and delivers to Seller a Technical Acceptance Letter indicating Purchaser's acceptance of the Aircraft in accordance with Section 3.4 above, but in no event later than three (3) Business Days after such events ("**Pre-Closing Period**"):

4.1.1 Seller shall (or shall cause the Owner Trustee, as applicable):

4.1.1.1 cause the Aircraft to be delivered to the Delivery Location, if necessary, and Purchaser shall bear the Delivery Costs associated therewith. Purchaser may have three (3) representatives onboard the Delivery Flight, as observers only, to confirm the Aircraft is in proper operational order. The scope of the Delivery Flight will be limited solely to what is necessary for the Seller to position the Aircraft at the Delivery Location.

4.1.1.2 pre-position or cause to be pre-positioned with the Escrow Agent undated, but otherwise fully executed, Seller Documents;

4.1.1.3 procure for the benefit of Purchaser a statement of account from each Maintenance Service Program confirming in each case that the relevant account has been paid in full, with no account deficit;

4.1.1.4 register as a Transacting User Entity and designate the Escrow Agent as its Professional User Entity on the International Registry.

4.1.2 Purchaser shall:

4.1.2.1 pre-position or cause to be pre-positioned with the Escrow Agent undated, but otherwise fully executed, Purchaser Documents;

4.1.2.2 register as a Transacting User Entity and designate the Escrow Agent as its Professional User Entity on the International Registry.

4.1.3 The pre-positioning of any document, instruction, or the Purchase Price Balance with the Escrow Agent is for the convenience of the Parties only so that they may be released at the oral or written direction of the depositing Parties following the satisfaction of the condition contained in this Agreement, and will not be construed as or imply acceptance of the Aircraft or conveyance of title thereto, which may only occur as specifically provided in this Agreement.

4.2 Conditions Precedent to Seller's Obligations. Seller's obligation to sell and deliver the Aircraft to Purchaser on the Closing Date shall be subject to the following conditions precedent:

4.2.1 Purchaser shall not be in breach or default of this Agreement.

4.2.2 Purchaser shall have performed and complied with all of the material obligations, terms, conditions and covenants required by this Agreement to be performed or complied with by it prior to or at the Closing, and all Purchaser's representations and warranties provided herein shall be true and accurate.

4.2.3 Purchaser shall have paid any cost owed to the Inspection Facility for Purchaser's account, and all other costs agreed to be paid by Purchaser in this Agreement.

4.2.4 Purchaser shall have complied with its Pre-Closing Obligations in Section 4.1 above.

4.3 Conditions Precedent to Purchaser's Obligations. Purchaser's obligation to purchase and accept delivery of the Aircraft from Seller on the Closing Date shall be subject to the following conditions precedent:

4.3.1 The Aircraft is in the Delivery Condition and located at the Delivery Location.

4.3.2 At Closing, the Owner Trustee shall own exclusive, legal, beneficial, good and marketable title to the Aircraft, free and clear of all Liens (except for any Liens to be released at Closing pursuant to the terms hereunder and those created by or through Purchaser).

4.3.3 Seller shall not be in breach or default of this Agreement.

4.3.4 Seller shall have paid any cost owed to the Inspection Facility for Purchaser's account, and all other costs agreed to be paid by Purchaser in this Agreement.

4.3.5 Seller shall have performed and complied with all of the material obligations, terms, conditions and covenants required by this Agreement to be performed or complied with by it prior to or at the Closing, and all Seller's representations and warranties provided herein shall be true and accurate.

4.3.6 Seller shall have complied with its Pre-Closing Obligations in Section 4.1 above.

4.4 **Closing.** The 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:

4.4.1 Purchaser shall position with the Escrow Agent the Purchase Price Balance, Purchaser's share of the Escrow Agent's fee, and any other costs for which it is responsible pursuant to this Agreement (including but not limited to the Test Flight Costs and Delivery Costs, or any unpaid cost owed to the Inspection Facility for which Purchaser is responsible), and the Escrow Agent shall confirm receipt of the same.

4.4.2 Escrow Agent shall confirm it is fully funded as required under this Agreement.

4.4.3 Escrow Agent shall confirm that it has received the items set forth in Section 4.1.

4.4.4 Purchaser shall confirm to Seller and Escrow Agent in writing via email that the conditions precedent to Purchaser's obligations as set forth in Section 4.3 have been satisfied or waived and shall instruct Escrow Agent to proceed with the actions contemplated in Sections 4.4.6 and 4.4.7 below.

4.4.5 Seller shall confirm to Purchaser and Escrow Agent in writing via email that the conditions precedent to Seller's obligations as set forth in Section 4.2 have been satisfied or waived and, conditioned only upon receipt of the federal reference or Fedwire confirmation pursuant to Section 4.4.7.1 below, shall instruct Escrow Agent to proceed with the actions contemplated in Sections 4.4.6 and 4.4.7 below.

4.4.6 Upon receipt of the confirmations provided in Sections 4.4.4 and 4.4.5 above, Escrow Agent shall wire transfer any amounts necessary to pay any prior lender or lienholder.

4.4.7 Upon confirmation from any prior lender or lienholder that is has received the necessary funds, Escrow Agent will perform the following actions simultaneously:

4.4.7.1 release the balance of the Purchase Price and any other costs owed by Purchaser to Seller, less Seller's share of the Escrow Fees (pursuant to instructions to be provided by Seller to Escrow Agent prior to Closing);

4.4.7.2 date, deliver, and file, as applicable, the Seller Documents and the Purchaser Documents with the FAA and to the Parties;

4.4.7.3 register any necessary discharges on the International Registry and the sale of the Aircraft on the International Registry from Seller to Purchaser; and

4.4.7.4 Seller shall deliver the Aircraft to Purchaser at the Delivery Location and Purchaser shall accept delivery of the Aircraft from Seller at the Delivery Location.

ARTICLE V. REPRESENTATIONS AND WARRANTIES

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5.1 **Seller's Representations and Warranties.** Seller hereby represents and warrants as follows (as applicable):

5.1.1 Beneficial Owner is a duly formed, validly existing limited liability company and in good standing under the laws of State of Delaware, having the capacity to sue and be sued in its own

name, subject to the automatic stay pursuant to section 362 of the Bankruptcy Code, having full power, legal right and authority to carry on its business as currently conducted, and to execute, deliver and perform the provisions of this Agreement.

5.1.2 Owner Trustee Owner is a duly formed, validly existing corporation and in good standing under the laws of State of Utah, having the capacity to sue and be sued in its own name, having full power, legal right and authority to carry on its business as currently conducted, and to execute, deliver and perform the provisions of this Agreement.

5.1.3 The execution, delivery, and performance by each of Beneficial Owner and Owner Trustee of this Agreement and the sale of the Aircraft has been duly authorized by all necessary action on behalf of Beneficial Owner and Owner Trustee (as applicable) and does not conflict with or result in any breach of any of the terms or constitute a default under any document, instrument, or agreement to which Beneficial Owner or Owner Trustee (as applicable) is a party.

5.1.4 No action, suit or proceeding is pending or threatened against Beneficial Owner or Owner Trustee (or its respective owners, members, managers or officers) before any court, administrative agency, or other governmental authority which brings into question the validity of, or might in any way impair, the execution, delivery or performance by Beneficial Owner or Owner Trustee (as applicable) of this Agreement.

5.1.5 The person executing this Agreement on behalf of each of Beneficial Owner and Owner Trustee has full power and authority to do so.

5.1.6 Neither Beneficial Owner nor Owner Trustee has entered into any other agreements under which it has agreed to sell or lease or otherwise encumber the Aircraft or any part thereof, other than this Agreement or any Liens that are to be discharged at Closing.

5.1.7 This Agreement constitutes the legal, valid and binding obligations of each of Beneficial Owner and Owner Trustee and is enforceable against the same in accordance with its terms subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and similar laws affecting the enforceability of contractual obligations and creditors' rights generally and by the application of equitable principles by courts of competent jurisdiction sitting at law or in equity.

5.1.8 Owner Trustee, at the time of Closing, shall and convey to Purchaser good and marketable title to the Aircraft, free and clear of all Liens, and Beneficial Owner will warrant and defend such title forever against all claims and demands whatsoever. Beneficial Owner agrees and acknowledges that it will be a condition precedent to Purchaser's obligation to accept delivery of the Aircraft and complete the Closing that Owner Trustee can deliver such title at closing.

5.1.9 Beneficial Owner has not entered into any agreement (other than this Agreement) pursuant to which Beneficial Owner is or may be contractually and/or legally obligated to sell, lease, assign or otherwise transfer the Aircraft or any interest in the Aircraft to any party other than Purchaser.

5.1.10 Owner Trustee is the registered owner of the Aircraft on the FAA Registry and owns the full legal title to the Aircraft.

5.1.11 Seller has not entered into any agreement for commissions, brokerage fees or similar fees to be paid upon transfer of the Aircraft that would become the obligation of Purchaser or a lien on the Aircraft nor does Seller have any agreement or arrangement to pay any consideration whatsoever, directly or indirectly, to any employee, agent or independent contractor of Purchaser.

5.1.12

5.1.13 Beneficial Owner is not an Excluded Person, nor acting on behalf, or for the benefit, of an Excluded Person or any person from an Excluded Country.

5.1.14 The Aircraft has been based and primarily used in the United States of America and the Beneficial Owner has not exported the Aircraft by completing an Electronic Export Information (EEI) submission through the Automated Export System (AES).

5.1.15 Seller shall provide Purchaser with information necessary for Purchaser to complete its “know your customer” due diligence on the Seller.

5.1.16 Seller agrees to indemnify, defend, and hold harmless Purchaser from and against any and all claims or demands for any broker’s commission or other similar fee from any person or entity claiming a commission from or through Seller.

5.2 Purchaser’s Representations and Warranties. Purchaser hereby represents and warrants as follows:

5.2.1 Purchaser is a duly organized, validly existing limited liability company and in good standing under the laws of Delaware having the capacity to sue and be sued in its own name, having full power, legal right and authority to carry on its business as currently conducted, and to execute, deliver and perform the provisions of this Agreement.

5.2.2 The execution, delivery, and performance by Purchaser of this Agreement and the acquisition of the Aircraft has been duly authorized by all necessary action on behalf of Purchaser and does not conflict with or result in any breach of any of the terms or constitute a default under any document, instrument, or agreement to which Purchaser is a party.

5.2.3 No action, suit or proceeding is pending or threatened against Purchaser before any court, administrative agency, or other Governmental Entity which brings into question the validity of, or might in any way impair, the execution, delivery or performance by Purchaser of this Agreement.

5.2.4 The person executing this Agreement on behalf of Purchaser has full power and authority to do so.

5.2.5 This Agreement constitutes the legal, valid and binding obligations of Purchaser and is enforceable against Purchaser in accordance with its terms subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting the enforceability of contractual obligations and creditors’ rights generally and by the application of equitable principles by courts of competent jurisdiction sitting at law or in equity.

5.2.6 Upon execution of the Delivery Receipt at Closing, Purchaser acknowledges that the Aircraft is being purchased at Closing in its “AS-IS, WHERE-IS,” “WITH ALL FAULTS” condition, as described in Article VI and subject to the limitations and exceptions set forth therein, in the Delivery Receipt, and in the Bill of Sale.

5.2.7 Prior to completion of the Closing, Purchaser (i) shall not assert a possessory lien or any type of Lien, legal order, attachment or judgment encumbering the Aircraft, and (ii) shall not allow or suffer to exist, and shall immediately discharge at its sole cost and expense, any mechanic’s lien, possessory lien or any other type of Lien, legal order, attachment or judgment encumbering the Aircraft

arising or purportedly arising out of Purchaser's acts or omissions, and Purchaser's obligations under this Section 5.2.7 shall survive any termination of this Agreement.

5.2.8 Purchaser has not entered into any agreement for commissions, brokerage fees or similar fees to be paid upon transfer of the Aircraft that would become the obligation of Seller or a lien on the Aircraft nor does Purchaser have any agreement or arrangement to pay any consideration whatsoever, directly or indirectly, to any employee, agent or independent contractor of Seller.

5.2.9 Purchaser is not an Excluded Person, nor acting on behalf, or for the benefit, of an Excluded Person or any person from an Excluded Country.

5.2.10 No portion of the Purchase Price is derived from activities regulated or prohibited by Anti-Money Laundering Laws.

5.2.11 The Aircraft will be based and primarily used in the United States of America as its ultimate destination. Purchaser understands that Seller has acted in reliance with respect to the foregoing to determine that the Aircraft is exempt from the Electronic Export Information ("EEI") Filing Requirement pursuant to 15 C.F.R. 30.36. In the event the export is not exempt from the EEI filing requirement pursuant to 15 CFR 30.36, Purchaser shall be solely responsible for the cost of any corrective or retroactive EEI filing and shall indemnify and hold Seller harmless in connection with same and any fines, penalties or other enforcement actions relating to same.

5.2.12 Purchaser shall provide Seller with information necessary for Seller to complete its "know your customer" due diligence on the Purchaser, which may include, but shall not be limited to: (i) name, permanent address and nationality of Purchaser; (ii) name, permanent address and nationality of the proposed operator (if different from Purchaser); (iii) if Purchaser or operator is an entity, the Name, permanent address and nationality of the owner(s), officers and directors of the entity; (iv) proposed country of Aircraft registration; (v) the location of the primary base for the Aircraft after Closing; (vi) name of Aircraft manager, if any; and (vii) confirmation that there is no current plan of Purchaser to sell, lease or otherwise dispose of the Aircraft to any Excluded Person.

5.2.13 Purchaser agrees to indemnify, defend, and hold harmless Seller from and against any and all claims or demands for any broker's commission or other similar fee from any person or entity claiming a commission from or through Purchaser.

ARTICLE VI. DISCLAIMER

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6.1 **DISCLAIMER AND LIMITATION OF LIABILITY.** EXCEPT AS TO TITLE, FREEDOM FROM LIENS, AND THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 5.1, THE AIRCRAFT IS BEING SOLD AND DELIVERED TO PURCHASER IN "AS-IS," "WHERE-IS," "WITH ALL FAULTS" CONDITION AT TIME OF DELIVERY, WITHOUT ANY REPRESENTATION, WARRANTY OR GUARANTY OF ANY KIND BEING MADE OR GIVEN BY SELLER, ITS MEMBERS, MANAGERS, OFFICERS, AGENTS, EMPLOYEES, ATTORNEYS OR ASSIGNS, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE. THE SELLER IS NOT A MANUFACTURER OF AIRCRAFT, INCLUDING THE AIRCRAFT, AND THE PURCHASER IS SOLELY RESPONSIBLE FOR ANY DECISION AS TO WHETHER OR NOT TO ENTER INTO THIS AGREEMENT OR ANY OTHER TRANSACTION OR ARRANGEMENT IN RELATION TO THE AIRCRAFT. THE SELLER HAS NOT AND SHALL NOT BE DEEMED OR REQUIRED TO HAVE MADE ANY DISCLOSURE, REPRESENTATION, WARRANTY OR GUARANTEE AS TO THE

AIRCRAFT (OTHER THAN AS TO TITLE AND AS SET FORTH IN SECTION 5.1) INCLUDING AS TO THE DESCRIPTION, AIRWORTHINESS, DESIGN, MANUFACTURE, FITNESS, CONDITION, OPERATION, QUALITY, DURABILITY, FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE OR USE INTENDED BY THE PURCHASER OR ANY OTHER PERSON, AS TO THE EXISTENCE, SUFFICIENCY OR QUALITY OF ANY PRIOR REPAIR OR MAINTENANCE OF THE AIRCRAFT, AS TO THE ABSENCE OF LATENT, INHERENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE) IN THE AIRCRAFT, AS TO THE COMPLETENESS OR CONDITION OF THE AIRCRAFT OR ITS RECORDS, INCLUDING THE RECORDS, OR AS TO THE ABSENCE OF ANY INFRINGEMENT OF ANY PATENT, COPYRIGHT OR DESIGN OR OTHER PROPRIETARY RIGHTS OR IN RESPECT OF ANY CONSEQUENCES TO THE PURCHASER OR ANY OTHER PERSON, ITS OR THEIR ASSOCIATES OR NOMINEES THAT MIGHT ARISE OUT OF THE SALE AND/OR PURCHASE OR FAILURE TO MAKE ANY SALE OR PURCHASE OF THE AIRCRAFT UNDER THIS AGREEMENT OR OTHERWISE, OR AS TO ANY OTHER MATTER OR THING WHATSOEVER (SAVE AS TO TITLE AND AS AFORESAID) AND ANY WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES IMPLIED WHETHER ARISING IN CONTRACT, TORT OR THE OPERATION OF LAW, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE OR ARISING OUT OF CUSTOMARY TRADE USAGE OR PRIOR COURSE OF DEALING OR WITH RESPECT TO THE FOREGOING IN RESPECT OF THE AIRCRAFT OR ANY PART THEREOF OR OTHERWISE ARE, TO THE FULLEST EXTENT PERMITTED BY LAW, EXCLUDED FROM THIS AGREEMENT AND THE SALE AND/OR PURCHASE OF THE AIRCRAFT TO AND BY THE PURCHASER, ITS ASSOCIATES OR NOMINEES. SUBJECT TO THE EXPRESS PROVISIONS OF THIS AGREEMENT THE AIRCRAFT IS SOLD AND PURCHASED HEREUNDER "AS-IS," "WHERE-IS," "WITH ALL FAULTS." THE PURCHASER CONFIRMS HAS RESEARCHED AND IS AWARE OF ANY MAINTENANCE OR OPERATIONAL ISSUES ASSOCIATED WITH THIS MAKE AND MODEL OF AIRCRAFT.

6.2 UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR LOST PROFITS, LOSS OF BUSINESS, LOSS OF USE OR ANY OTHER INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR RELATED TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, OR ANY DELAY IN CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED HEREBY, AND EACH PARTY HEREBY WAIVES ANY RIGHT IT MAY HAVE TO SUCH DAMAGES.

6.3 The provisions of this Article VI shall survive Closing without limit as to time.

ARTICLE VII. MISCELLANEOUS

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7.1 **Taxes.**

7.1.1 Purchaser shall bear, and shall defend, indemnify and hold harmless Seller and its affiliates and their officers, directors, managers, members and permitted assigns for and against all Taxes arising as a result of the sale, delivery, or transfer of the Aircraft to Purchaser, or the ownership, possession, use, leasing, financing or storage of the Aircraft after the Closing, except for any taxes imposed on or measured by Seller's income or related to a period (or portion thereof) ending on or prior to the Closing. Purchaser shall provide to Seller a properly completed certificate of exemption (or equivalent), if any, prescribed by the state in which the Delivery Location is located that certifies that no Taxes are due upon the sale or delivery of the Aircraft, and, in reliance thereon, unless

otherwise required by law, no Taxes will be added to the Purchase Price. In the event Seller receives written notice of any audit, claim, assessment or proposed assessment of any tax for which Purchaser may be responsible under this Subsection, Seller shall notify Purchaser within ten (10) Business Days thereof, and Purchaser shall have the right, at Purchaser's expense, to control, manage and/or defend any such audit, claim, assessment or proposed assessment. Seller's failure to notify Purchaser shall not relieve Purchaser of its responsibilities under this Subsection except to the extent Purchaser's ability to defend any such claim was prejudiced or precluded thereby. Seller shall reasonably cooperate with Purchaser (at Purchaser's expense) so as to mitigate or avoid the imposition of any sales taxes on Purchaser in connection with the transactions contemplated hereby.

7.1.2 Seller agrees to pay promptly when due, assume responsibility for, and indemnify and hold Purchaser and its affiliates and their officers, directors, managers, members and permitted assigns harmless on a full indemnity basis, from all Taxes: (A) imposed on, or measured by, the net income, gross revenue, margin or capital gains of Seller in connection with the sale of the Aircraft; (B) becoming due as a result of Seller's purchase sale, ownership, lease, delivery, transfer, possession, use, storage, operation maintenance, consumption or registration of the Aircraft with respect to any period prior to the Closing; and (C) any and all taxes charges levied, assessed or imposed on expenditures made to correct any Discrepancies. In the event Purchaser receives written notice of any audit, claim, assessment or proposed assessment of any Tax for which Seller may be responsible under this Subsection, Purchaser shall notify Seller within ten (10) Business Days thereof, and Seller shall have the right, at Seller's expense, to control, manage and/or defend any such audit, claim, assessment or proposed assessment. Purchaser's failure to notify Seller shall not relieve Seller of its responsibilities wlder this Subsection except to the extent Seller's ability to defend any such claim was prejudiced or precluded thereby.

7.1.3 The obligations of the parties under this Article VII shall survive the delivery of the Aircraft and transfer of title to Purchaser or the termination of this Agreement.

7.2 **Warranty Contracts.** To the extent that any warranties and/or indemnities from manufacturers, prior owners of the Aircraft, 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 Purchaser effective at the time of the Closing. Seller shall assist Purchaser in maintaining continuity of and transferring any such warranties and/or indemnities and shall execute whatever documents or agreements may be necessary or convenient to vest all rights under such warranties in Purchaser and to permit Purchaser to assert or process claims thereunder. Seller, however, shall have no liability to the Purchaser if consent or approval to the assignment of any warranties and/or indemnities from manufacturers, prior owners of the Aircraft, service providers or suppliers, or the entering into of the contracts or performance of the aforementioned, is refused or not otherwise given or is given subject to any condition, restriction or term, provided Seller not in breach or default of such warranties and/or indemnities; however, the foregoing shall not apply to any breach or default related to amounts owed by Seller that are subject to the Seller's bankruptcy case provided that such obligations of Seller do not impact Purchaser's ability to maintain or obtain such warranties or indemnities at no additional cost to Purchaser (other than customary transfer fees). Without limiting the generality of the foregoing, effective upon the Closing, Seller hereby assigns to Purchaser:

7.2.1 all rights to enforce or compel performance under any such warranty and or indemnities;

7.2.2 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

7.2.3 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.

7.3 **Pre-Existing Warranty Claims.** Notwithstanding the foregoing, Seller reserves the right to assert claims under any such warranties to the extent that the same relates to facts and circumstances arising prior to the Closing Date to the extent that Seller shall have incurred financial responsibility for such claims.

7.4 **Risk of Loss, Damage or Destruction of Aircraft.**

7.4.1 **Risk of Loss.** Title to and risk of loss, injury, destruction or damage to the Aircraft shall pass from Seller to Purchaser at the time the Purchase Price is released to Seller.

7.4.2 **Total Loss.** Notwithstanding any contrary provision of this Agreement, if at any time prior to the Delivery, the Aircraft is destroyed or damaged in such a manner that constitutes a Total Loss, the Deposit shall immediately be refunded to Purchaser (less any amount owed by Purchaser), and this Agreement shall terminate and be of no further force or effect. In the event of any Material Damage or Material Corrosion discovered following the technical acceptance of the Aircraft, Seller shall promptly notify Purchaser in writing of such damage and Purchaser shall, within five (5) Business Days, notify Seller in writing (such notice, the "**Damage Election**") whether it desires (i) that the Aircraft be repaired by Seller in anticipation of the Closing, or (ii) to terminate this Agreement. In the event that Purchaser elects to terminate this Agreement as a result of damage in accordance with this Section, (a) the Escrow Agent shall refund the Deposit immediately to Purchaser (less any amounts owed by Purchaser), and (b) this Agreement shall terminate as if Purchaser rejected the Aircraft under Section 3.5 hereunder, and the Agreement shall be of no further force or effect. If Purchaser elects to have Seller repair the Aircraft, Seller may elect either (x) to undertake such repairs, or (y) to terminate this Agreement, whereupon, in the case of subclause (y), the Escrow Agent shall promptly refund the Deposit to Purchaser (less Seller's share of the Escrow Agreement) and Seller shall reimburse Purchaser for (i) its actual out-of-pocket cost of the Inspection and any amounts paid by Purchaser to repair the Discrepancies, (ii) Purchaser's Flight Costs paid or reimbursed to Seller, and (iii) all reasonable documented out-of-pocket costs, expenses and fees (including fees of consultants and attorneys) incurred by Purchaser in connection with the transactions contemplated by this Agreement, which additional costs, expenses, and fees in (iii) shall not exceed \$50,000, within five (5) business days of written demand by Purchaser and approval from the Bankruptcy Court, and this Agreement shall be of no further force or effect.

7.5 **Default.**

7.5.1 **Seller's Default.** This Agreement may be terminated by Purchaser in the event of a material breach by Seller of any provision of this Agreement which breach is not cured within five (5) Business Days of the delivery to Seller of written notice thereof from Purchaser, or immediately for a material breach which by its nature cannot be cured prior to Closing (provided that such breach is not the

result of Significant Findings or an event of Force Majeure). If Purchaser elects to terminate this Agreement under this Section, the Deposit shall be immediately refunded to Purchaser within five (5) Business Days following Purchaser's written demand for the same. Additionally, Seller shall reimburse Purchaser upon Purchaser's demand for (i) its actual out-of-pocket cost of the Inspection and any amounts paid by Purchaser to repair the Discrepancies, (ii) Purchaser's Flight Costs paid or reimbursed to Seller, and (iii) all reasonable documented costs, expenses and fees (including fees of consultants and attorneys) incurred by Purchaser in connection with the transactions contemplated by this Agreement, which additional costs, expenses, and fees in (iii) shall not exceed \$50,000, within five (5) business days of written demand by Purchaser and approval from the Bankruptcy Court, and this Agreement shall be of no further force or effect. Purchaser and Seller acknowledge that the above-referenced damages and reimbursements are a reasonable estimate of the damages that would be incurred by Purchaser in the event Seller defaults under this Agreement and are not a penalty. Purchaser's rights to receive the above-referenced amounts shall be the sole and exclusive remedy available to Purchaser in the event Seller defaults on Seller's obligations under this Agreement, and Purchaser waives any other remedies that may be available to Purchaser at law or in equity.

7.5.2 Purchaser's Default. This Agreement may be terminated by Seller in the event of a material breach by Purchaser of any provision of this Agreement which breach is not cured within five (5) Business Days of the delivery to Purchaser of written notice thereof from Seller, or immediately for a material breach which by its nature cannot be cured prior to Closing. If Seller elects to terminate this Agreement under this Section, Purchaser shall pay for the Inspection (excluding any amounts paid to the Inspection Facility for repair of Discrepancies), any Flight Costs and Escrow Agent shall pay the Deposit to Seller as liquidated damages, and this Agreement shall be of no further force or effect. Seller and Purchaser acknowledge that the liquidated damages amount provided for in this Section is a reasonable estimate of the damages that would be incurred by Seller in the event Purchaser defaults on Purchaser's obligations under this Agreement and are not a penalty. Seller's rights to receive the Deposit as liquidated damages shall be the sole and exclusive remedy available to Seller in the event Purchaser defaults under this Agreement, and Seller waives any other remedies that may be available to Seller at law or in equity.

7.5.3 Force Majeure. The term "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, pandemic, epidemic, acts of terrorism, war or other outbreak of hostilities, civil commotion, strikes, lockouts, and labor disputes; provided, however, that Force Majeure will not include economic hardship, changes in market conditions or insufficiency of funds. 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 should such nonperformance extend beyond thirty (30) days, the unaffected party may at its option terminate this Agreement upon written notice to the other party. In such event, the Escrow Agent shall: (i) deduct from the Deposit and pay to itself one-half of any agreed upon Escrow Fees payable to the Escrow Agent, and (ii) remit the balance of the Deposit to Purchaser. Thereafter, neither party shall have any obligation or liability to the other with respect to the subject matter of this Agreement, except that Purchaser shall remain liable for the cost of the Inspection and any Flight Costs (as a matter of clarification, excluding the cost of any repairs or improvements made on the Aircraft necessary to correct Discrepancies).

7.6 Amendments. The provisions of this Agreement may not be waived, altered, modified, amended, supplemented or terminated in any manner whatsoever except by written instrument signed by both parties hereto.

7.7 **Severability.** Any provision of this Agreement that may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

7.8 **Assignment.** This Agreement may not be assigned by a Party without the prior written consent of the other Party, which shall not be unreasonably withheld, except that Purchaser shall be entitled to assign this Agreement in whole or in part (i) to an entity controlled by or under common control with Purchaser, (ii) to any entity that may provide financing to Purchaser in connection with the acquisition of the Aircraft or (iii) to a reputable entity providing owner trust services for the purpose of the registration of the Aircraft at the Closing with the FAA Civil Aviation Registry, provided that any such assignee meets Seller's Know Your Customer requirements and the representations and warranties set forth in Section 7.23 and does not violate the provisions of this Agreement. In the case of any of the foregoing assignments, Purchaser shall remain primarily obligated for its assignee's payment and performance of Purchaser's obligations hereunder. Any permitted assignment of this Agreement by Purchaser shall include an express assignment of the Deposit.

7.9 **Successor and Assigns.** This Agreement shall inure to the benefit of and be binding upon each of the parties hereto and their respective successors and permitted assigns.

7.10 **Headings and References.** The division of this Agreement into articles and the insertion of headings is for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

7.11 **Counterparts.** This Agreement may be fully executed in two or more counterparts by each of the parties hereto, such counterparts together constituting but one and the same instrument. Such counterparts may be exchanged via email or other electronic transmission.

7.12 **Notices.** All communications, declarations, demands, consents, directions, approvals, instructions, requests and notices required or permitted by this Agreement shall be in writing and shall be deemed to have been duly given or made when delivered personally or transmitted electronically by facsimile or email, receipt acknowledged, or in the case of documented overnight delivery service or registered or certified mail, return receipt requested, delivery charge or postage prepaid, on the date shown on the receipt therefor, in each case at the address set forth below:

If to Purchaser:

Entity:	Jones Aviations LLC
Attention:	Dr. Sohail Masood
Physical Address:	405 Waltham Street PMB #326
Address:	Lexington, MA 02421-7934
Phone:	
Email:	smasood@KABAFUSION.COM

With a copy to:

Entity:	Lewis Brisbois Bisgaard & Smith LLP
Attention:	David Shannon

Physical Address: 110 SE 6th Street, Suite 2600
Fort Lauderdale, FL 33301
Phone: 954-728-1280
Email: David.Shannon@lewisbrisbois.com

If to Seller:

Entity: Saks Global Enterprises LLC
Attention: Andrew Woodworth, Chief Legal Officer & Secretary
Physical Address: 225 Liberty Street, 31st Floor, New York, NY 10281
Email: andrew.woodworth@saksglobal.com

With a copy to:

Entity: McAfee & Taft P.C.
Attention: J.D. Brown
Physical Address: 8th Floor, Two Leadership Square
211 N Robinson Ave
Phone: 405-270-6028
Email: John.brown@mcafeetaft.com

7.13 **Attorney Fees.** In the event it becomes necessary to enforce the terms of this Agreement, together with by litigation or otherwise, the prevailing party shall be entitled to recover its reasonable attorney fees and court costs, including any such fees or costs arising from subsequent appeals and efforts to execute on any judgment; provided, however, that each Party will pay its own legal fees and expenses arising out of a determination of whether a Force Majeure Event has occurred.

7.14 **Non-Waiver.** Any failure at any time of either party to enforce any provision of this Agreement shall not constitute a waiver of such provision or prejudice the right of such party to enforce such provision at any subsequent time.

7.15 **Entire Agreement.** The parties agree that the terms and conditions of this Agreement, together with all Schedules and Exhibits, constitute the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes all prior agreements between the parties, express or implied including, without limitation, any offer to purchase or letter of intent.

7.16 **Transaction Costs and Expenses.** Except as otherwise set forth herein, each party to this Agreement shall bear its own transaction costs and expenses, including, without limitation, any brokers' commissions and/or attorneys' fees. Each party hereto agrees to indemnify and hold the other harmless from and against any claims made by any broker or other party claiming an interest in the Aircraft or the Purchase Price arising from an actual or alleged relationship or agreement with the indemnifying party. Purchaser and Seller shall each pay one-half (½) of Escrow Agent's Escrow Fees and expenses relating to the transactions contemplated hereby.

7.17 **Survival.** The representations, warranties, and indemnification obligations of Purchaser and Seller shall survive the Closing in perpetuity; provided, however, that any of the same pertaining to the

condition of the Aircraft, if any, shall terminate at Closing. The representations, warranties, covenants, indemnification obligations and agreements of the Parties set forth in Section 5.1, 5.2, the Warranty Bill of Sale or otherwise specifically designated to survive Closing or termination shall survive Closing or termination of this Agreement if Closing or termination occurs. Notwithstanding the foregoing, or any provision contrary in this Agreement, no provision of the Agreement pertaining to the Delivery Condition or physical condition of the Aircraft shall survive Closing.

7.18 **Time Is of the Essence.** Time shall be of the essence for all events contemplated hereunder.

7.19 **Further Assurances.** Each of the parties hereto covenants and agrees to execute such other and further documents relating to the matters set forth herein and to take or cause to be taken such other and further actions as may be reasonably necessary or appropriate to carry out the purposes and intent of this Agreement and to consummate the transactions contemplated hereby.

7.20 **Governing Law.** This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transaction contemplated hereby and thereby shall be governed by the laws of the State of New York, without reference to rules regarding conflicts of law provisions thereof (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law). Each of the parties irrevocably and unconditionally: (a) agrees that any suit, action or legal proceeding arising out of or relating to this Agreement shall be brought in the courts of the State of New York in New York County or the District Court of the United States having jurisdiction over New York County, New York; (b) consents to the jurisdiction and court rules in New York; (c) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts; and (d) agrees that service of any court paper may be effected on such party by mail, or in such other manner as may be provided under applicable laws or court rules in New York.

7.21 **Reserved.**

7.22 **Cape Town Convention.**

7.22.1 Prior to the closing, Purchaser and Seller each shall become a “transacting user entity” with the International Registry at its own expense.

7.22.2 Each party shall provide to the other, as a condition to Closing, evidence that it has been approved by the International Registry as a “transacting user entity” and has duly registered with, is authorized to make filings with and has received all approvals from the International Registry, and has appointed an “administrator” (as such term is defined and used in the International Registry Procedures and International Registry Regulations).

7.22.3 Each party shall, as a condition to closing, authorize Escrow Agent to act as, and shall designate Escrow Agent or another mutually agreed party as, its “professional user entity” (as such term is defined and used in the International Registry Procedures and International Registry Regulations) to effect, amend, discharge and consent to registrations with respect to the Aircraft on its behalf. Neither Seller nor Purchaser shall revoke such authorization until after the earlier to occur of (i) discharge of any International Interests and registration of a Contract of Sale of the Aircraft with the International Registry following the filing with the FAA of the Bill of Sale conveying the Aircraft from Seller to Purchaser, or (ii)

termination of this Agreement in accordance with its terms. Without Seller's prior written consent, Purchaser and Purchaser's lender shall not effect or cause to effect a prospective International Interest on the Aircraft (including the airframe and the related engines) and shall upon such registration of any such prospective International Interest take all necessary actions to discharge or cause to discharge such registration at Purchaser's sole cost and expense.

7.22.4 Purchaser and Seller shall cooperate to cause Escrow Agent, as a professional user entity, to register a Contact of Sale of the Aircraft with the International Registry immediately after filing of the Bill of Sale with the FAA, and each hereby expressly consents to the registration of the Contract of Sale with respect to the Aircraft.

7.22.5 Immediately prior to Closing, the Escrow Agent shall obtain a Priority Search Certificate (as such term is defined and used in the International Registry Procedures and the International Registry Regulations) from the International Registry with respect to the Airframe and the Engines confirming that no prior International Interest exists that will not be otherwise discharged at Closing with respect to the Aircraft. Any Priority Search Certificate obtained by the Escrow Agent from the International Registry with respect to the Aircraft shall identify Purchaser and Seller as having the benefit of the search.

7.22.6 Notwithstanding anything in this Agreement to the contrary, Purchaser and the Escrow Agent hereby agree that in the event of termination of this Agreement for any reason whatsoever (which termination shall in no event be effective until the requirements of this Section 7.21.6 have been satisfied), the Escrow Agent shall not return any portion of the Deposit to Purchaser unless and until the Escrow Agent has searched the International Registry and determined that no International Interest, Prospective International Interest, Contract of Sale, Prospective Sale or other interest has been filed or registered against any portion or all of the Aircraft as a result of the acts or omissions of Purchaser, or by Purchaser or any person claiming by, through or under Purchaser or consented to by Purchaser. Purchaser shall pay all costs and expenses to search the International Registry pursuant to this Section 7.21.6.

7.22.7 If, in the event of termination of this Agreement for any reason whatsoever, any International Interest, Prospective International Interest, Contract of Sale, Prospective Contract of Sale or other interest has been filed or registered against the Aircraft as a result of the acts or omissions of Purchaser, or by Purchaser or any person claiming by, through or under Purchaser or consented to by Purchaser, Purchaser hereby irrevocable authorized and directs the Escrow Agent to cause the discharge of any such filing or registration not later than one (1) Business Day after the Escrow Agents becomes aware of any such filing or registration. Seller shall have all of the rights available to it under law or in equity, including the right of specific performance, to enforce Purchaser's performance of its obligations under this Section 7.21.7. Notwithstanding anything in this Agreement to the contrary, Purchaser agrees to be responsible for and upon demand to indemnify Seller and to hold Seller harmless from and against any and all claims, demands, liabilities, damages, losses and judgments, including legal fees and all expenses, arising out of any breach by Purchaser of any of its obligations under Section 7.21.6 or this Section 7.21.7. Purchaser hereby authorizes and directs the Escrow Agent to apply any portion or all of the entire Deposit toward Purchaser's obligations hereunder (but Purchaser's liability for breaches of Section 7.21.6 or this Section 7.21.7 shall in no event be limited to the amount of the entire Deposit). This indemnity obligation and all of Purchaser's other obligations under Section 7.21.6 or this Section 7.21.7 shall survive the termination of this Agreement for any reason.

7.22.8 Purchaser shall have no right to and hereby agrees that it will not register, consent to or allow any third party claiming by, through or under Purchaser to register or consent to any Contract of Sale, Prospective Sale, International Interest or Prospective International Interest with respect to the Aircraft until title to the Aircraft has been conveyed to Purchaser at the Closing. Seller shall have no obligation to register or consent to any registration of any Contract of Sale, Prospective Sale, International Interest or Prospective International Interest with respect to the Aircraft until title to the Aircraft has been conveyed to Purchaser at the Closing.

7.23 **Deposit Refund Procedures.** If this Agreement is terminated by Purchaser prior to Purchaser accepting or conditionally accepting the Aircraft by execution and delivery of the Technical Acceptance Letter, and at no fault of Seller, the Deposit shall be refunded to Purchaser upon compliance with the following conditions: (i) Seller and Escrow Agent shall have received a certification from the Inspection Facility confirming that all amounts owed by Purchaser to the Inspection Facility have been paid and that no liens or claims have been placed on the Aircraft arising out of or relating to the Inspection (assuming Seller is not otherwise obligated to pay for the Inspection hereunder); (ii) Escrow Agent shall have received a notice from Seller that Seller has received payment of all amounts and reimbursements due or payable by Purchaser hereunder; and (iii) Escrow Agent, at Purchaser's cost, shall have confirmed that there have been no registrations at the International Registry against the Aircraft (or any part thereof) by Purchaser or any person claiming by, through, under or in connection with Purchaser (each, an "IR Filing"). In the event Purchaser shall have failed to pay the Inspection Facility, has caused or suffered a lien to exist or be asserted against the Aircraft, has failed to pay or reimburse Seller any amount(s) due hereunder, or has filed or registered or permitted to be filed or registered any IR Filing, Escrow Agent shall apply the Deposit to the payment due to the Inspection Facility, the removal of such lien(s) and all costs associated therewith, the payment to Seller of all amounts due to Seller hereunder and/or the removal of the IR Filing. Any remaining portion of the Deposit shall be refunded to Purchaser, whereupon this Agreement shall terminate, and neither party shall have any obligation to the other under this Agreement. Pending full compliance with the foregoing provisions of this Section, Escrow Agent shall not return the Deposit to Purchaser. In the event the Deposit is insufficient to cover any amounts due or payable to Purchaser hereunder, Purchaser shall remain solely liable therefor.

7.24 **Agreement Negotiated.** The parties to this Agreement are sophisticated and have been represented or had the opportunity to be represented in connection with the negotiation and performance of this Agreement. The parties agree that no presumptions relating to the interpretation of contracts against the drafter of any particular clause should or may be applied in this case and, therefore, waive their effects.

7.25 **Confidentiality.** The terms and conditions of this Agreement, and all writings, discussions, and negotiations in connection with the transaction contemplated by this Agreement (including, without limitation, the fact that discussions and negotiations have been conducted by the parties), shall remain strictly confidential and shall not be disclosed by either party, without the prior written consent of the other party, except that each party shall be entitled to disclose the terms and conditions of this Agreement (i) as may be required by law or legal process; (ii) to such party's attorneys, accountants, consultants, lenders, and other advisors performing services for such party with respect to or affected by the transaction contemplated by this Agreement including Escrow Agent and Inspection Facility and their personnel; (iii) to each party's employees with a need to know; (iv) as may be required to permit such party to pursue all available remedies for breach of this Agreement by the other party; and (v) to any entity that may provide financing to Purchaser in connection with the acquisition of the Aircraft. In the event that a Party is served with any notice or demand under color of law for a copy of this Agreement from any person not a Party to

this Agreement, the Party receiving the notice or demand will promptly transmit a copy of the notice or demand to the other Party (to the extent permitted by law), to afford the other Party the opportunity to contest the disclosure of the Agreement.

7.26 **Electronic Signatures.** The Parties agree this Agreement and amendment or other documents specifically related thereto may be submitted and received electronically through an e-signature vendor that is acceptable to the FAA for filing of documents on the U.S. civil aircraft registry, and each Party agrees to accept communications from such an e-signature vendor proposed by the other Party.

7.27 **No Shop.** The Aircraft shall be subject to Purchaser's exclusive right to purchase on the terms and conditions set forth herein. From the Effective Date until the earlier to occur of the Closing or the date of the termination of this Agreement in accordance with its terms, Seller and its agents will cease all marketing of the Aircraft, and neither Seller nor any agent or other person acting on its behalf will directly or indirectly solicit or entertain offers from any person other than Purchaser relating to the acquisition, through purchase, lease or otherwise, of the Aircraft or any interest therein. To the extent Seller or its agents receive unsolicited offers, Seller and its agents will inform all such prospective purchasers and their agents or other representatives that the Aircraft is "under contract."

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned parties have caused this Aircraft Purchase Agreement to be executed, delivered and effective as of the date first above written.

Seller:

Saks Global Enterprises LLC

By: _____

Name:

Title:

Purchaser:

Jones Aviations LLC

By: _____

Name:

Title:

AGREEMENT OF ESCROW AGENT

Jones Aviations LLC (“**Purchaser**”), Wilmington Trust Company, not in its individual capacity but solely as owner trustee (“**Owner Trustee**”), and Saks Global Enterprises LLC (“**Beneficial Owner**”, collectively with Owner Trustee, “**Seller**”), hereby appoint Escrow Agent as document holder and stakeholder for the sale and purchase of the Aircraft pursuant to that certain **AIRCRAFT PURCHASE AGREEMENT** (the “**Purchase Agreement**”) made and entered into as of the _____ day of April 2026. The parties acknowledge that Escrow Agent is acting as a document holder and stakeholder only, its duties being purely ministerial, at their request and for their convenience, that Escrow Agent shall not be deemed to be the agent or trustee for either of the parties, and that Escrow Agent shall not be liable to either of the parties for any act or omission unless it involves willful misconduct or negligence on its part.

_____ hereby agrees to and accepts the terms and conditions of this Escrow Agreement and agrees to perform and discharge all of the duties and obligations of the Escrow Agent hereunder and the Agreement strictly in accordance with the terms hereof and thereof, this _____ day of _____, 2026.

Escrow Agent:
Gilchrist Aviation Law

By: _____

Name:

Title:

EXHIBIT A

AIRCRAFT SPECIFICATION *

Engines: Rolls Royce TAY611-8

EngNo. 1 Time Since New (s/n 18143): 6,227.4 hrs.

EngNo. 2 Time Since New (s/n 18144): 6,164.4 hrs.

Interior

This Thirteen (13) Passenger Floor Plan Features a Three-zone Cabin With an Aft Galley, Aft Passenger Lavatory, and a Forward Crew Lavatory

Refurbished Passenger Seats, Headliner, Woodwork, Sidewalls, Carpet, and Cockpit in 2012 at Duncan (Battle Creek)

Forward Cabin: 4-Place Club Seating Arrangement With Two Fold-Out Side Ledge Tables

Mid Cabin: 3-place Berthable Divan Opposite 2 Club Seats

Aft Cabin: 4-place Club Opposite a Credenza

Airframe

Status as of February 25th 2026

Total Time: 6,408.2 Hours

Landings: 3,491 Cycles

Connectivity

Plane Simple KU Internet

APU: Honeywell GTCP36-100G

APU Time Since New (s/n P812): 4,842 hrs.

Avionics: Honeywell 6 Tube (Plane Deck DU-885 Displays)

AIRDATA COMPUTER: Dual Honeywell ADCs

AUTOMATIC DIRECTION FINDER: Dual Collins ADF-462

COCKPIT VOICE RECORDER: L3 Harris FA2100 CVR

COMMUNICATIONS: Dual Collins HF-9034A Transceivers

CONTROL DISPLAY UNITS: Dual Honeywell CD-820's

DATA LOADER: Honeywell DL-1000 Data Loader

DISTANCE MEASURING EQUIPMENT: Dual Collins DME-442

EMERGENCY LOCATOR TRANSMITTER: Artex C406-2

FLIGHT DATA RECORDER: L3 Harris F2100 FDR

FLIGHT MANAGEMENT SYSTEM: Dual Honeywell FMS NZ-2000

LONG RANGE NAVIGATION: Triple Honeywell Laseref IV IRU Systems

NAVIGATION: Dual Collins VIR-432 NAV Receivers

RADIO ALTIMETER: Dual Honeywell RT-300 Radio Altimeters

SELCAL: Avtech CSD-714 SELCAL Decoder

TAWS: Honeywell Mark V EGPWS

TCAS: ACSS RT-951 with change 7.1

TRANSPONDER: Dual Collins TDR-94D Mode S Transponders

VHF: Triple Collins VHF-422 Transceivers

WEATHER RADAR: XM Weather Receiver

*** Notwithstanding anything to the contrary herein or in the Agreement, the Aircraft Specification detailed in this Exhibit A are provided as introductory information only and do not constitute representations and warranties. Verification of specifications remains the sole responsibility of the Purchaser.**

EXHIBIT B

TECHNICAL ACCEPTANCE LETTER

Date: _____, 2026

Saks Global Enterprises LLC
Attn: Andrew Woodworth
225 Liberty Street, 31st Floor
New York, NY 10281
Email: andrew.woodworth@saksglobal.com

Re: Completion of Pre-Purchase Inspection

Ladies and Gentlemen:

Pursuant to that certain Aircraft Purchase Agreement (the “**Agreement**”) dated as April ____, 2026 by and among Wilmington Trust Company, not in its individual capacity but solely as owner trustee (“**Owner Trustee**”), Saks Global Enterprises LLC (“**Beneficial Owner**”, collectively with Owner Trustee, “**Seller**”) and Jones Aviations LLC (“**Purchaser**”) pertaining to that certain one (1) Gulfstream Aerospace model G-IV (G400) aircraft bearing manufacturer’s serial number 1504 and United States Registration Number N704SG, and two (2) Rolls-Royce Deutschland Ltd & Co KG model Tay 611-8 aircraft engines bearing manufacturer’s serial numbers 18143 and 18144 (collectively, the “**Aircraft**”), this letter confirms that Purchaser 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 “as-is,” “where-is,” and “with all faults.”
- Subject to correction or repair by Seller, at Seller’s sole cost and expense, of all Discrepancies (as such term is defined in the Agreement) listed on “**Annex A**” hereto and satisfaction of the Delivery Condition at Closing (unless waived in writing by Purchaser), the technical condition of the Aircraft is hereby accepted in accordance with the terms of the Agreement.
- The technical condition of the Aircraft is hereby rejected because there exists one or more Significant Findings (as such term is defined in the Agreement).

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Purchaser:
Jones Aviations LLC

Acknowledged and Agreed by Seller:
Saks Global Enterprises LLC

By: _____

By: _____

Name:
Title:

Name:
Title:

ANNEX A TO EXHIBIT B

DISCREPANCIES TO BE CORRECTED

EXHIBIT C

AIRCRAFT DELIVERY RECEIPT

Jones Aviations LLC (“**Purchaser**”) hereby acknowledges acceptance of delivery of that certain one (1) Gulfstream Aerospace model G-IV (G400) (described on the International Registry Manufacturer’s List as GULFSTREAM model Gulfstream G-IV (G400)) aircraft bearing manufacturer’s serial number 1504 and United States Registration Number N704SG, and two (2) Rolls-Royce Deutschland Ltd & Co KG model Tay 611-8 (described on the International Registry Manufacturer’s List as ROLLS ROYCE model TAY611) aircraft engines bearing manufacturer’s serial numbers 18143 and 18144 (collectively, the “**Aircraft**”) from Wilmington Trust Company, not in its individual capacity but solely as owner trustee (“**Owner Trustee**”) and Saks Global Enterprises LLC (“**Beneficial Owner**”, collectively with Owner Trustee, “**Seller**”), at _____ o’clock [am / pm] Central [Savings / Daylight] Time on April ____, 2026, at _____.

TOTAL TIME AIRFRAME AT DELIVERY: _____ hours

TOTAL TIME ENGINES AT DELIVERY:

Left Engine: _____ hours

Right Engine: _____ hours

TOTAL LANDINGS AT DELIVERY: _____

PURCHASER IRREVOCABLY ACKNOWLEDGES AND AGREES THAT (I) IT HAS CONDUCTED TO ITS SATISFACTION, PRIOR TO CLOSING, ITS OWN INDEPENDENT INVESTIGATION OF THE AIRCRAFT AND ENGINES, AND HAS RELIED ON THE RESULTS OF SUCH INVESTIGATION IN DETERMINING WHETHER TO PROCEED WITH THE CLOSING, AND (II) THE SCOPE OF THE INSPECTION, AND THE TIME TO COMPLETE THE SAME, WERE SUFFICIENT. PURCHASER AGREES THAT, BY AND THROUGH PURCHASER ACCEPTANCE OF THE AIRCRAFT AND PURCHASER’S ISSUANCE OF THIS AIRCRAFT DELIVERY RECEIPT, PURCHASER HEREBY IRREVOCABLY AFFIRMS AND AGREES THAT IT HAS INSPECTED THE AIRCRAFT AND FOUND IT TO BE DULY ASSEMBLED, AND IN GOOD WORKING ORDER AND CONDITION AND ACCEPTABLE TO PURCHASER, AND FULLY IN ACCORDANCE WITH THE AGREEMENT, AND PURCHASER HEREBY IRREVOCABLY WAIVES ANY RIGHT TO OBJECT THERETO. PURCHASER ACKNOWLEDGES AND AGREES TO ALL DISCLAIMERS SET FORTH IN THE AGREEMENT. EXCLUDING SELLER OBLIGATIONS THAT SURVIVE CLOSING AS SET FORTH IN THE AGREEMENT, PURCHASER FURTHER IRREVOCABLY ACKNOWLEDGES AND AGREES THAT SELLER HAS COMPLIED WITH, OR PURCHASER HAS WAIVED, EACH AND EVERY OBLIGATION OF SELLER WITH RESPECT TO THE ACCEPTANCE AND DELIVERY OF THE AIRCRAFT ARISING UNDER THE AIRCRAFT PURCHASE AGREEMENT BETWEEN PURCHASER AND SELLER.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Purchaser:

Jones Aviations LLC

By: _____

Name:

Title:

EXHIBIT D

WARRANTY BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

Wilmington Trust Company, not in its individual capacity but solely as owner trustee (“**Owner Trustee**”), and Saks Global Enterprises LLC (“**Beneficial Owner**”, collectively with Owner Trustee, “**Seller**”), in consideration of the sum of \$10.00 and other good and valuable consideration in hand paid by Jones Aviations LLC (“**Purchaser**”), the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, conveys, transfers and sets over unto said Purchaser pursuant to the Aircraft Purchase Agreement dated as of April ____, 2026 (the “**Agreement**”), between Seller and Purchaser, all of its respective right, title and interest in and to the following described aircraft, as further described in the Agreement (the “**Aircraft**”):

One (1) Gulfstream Aerospace model G-IV (G400) (described on the International Registry Manufacturer’s List as GULFSTREAM model Gulfstream G-IV (G400)) aircraft bearing manufacturer’s serial number 1504 and United States Registration Number N704SG, and two (2) Rolls-Royce Deutschland Ltd & Co KG model Tay 611-8 (described on the International Registry Manufacturer’s List as ROLLS ROYCE model TAY611) aircraft engines bearing manufacturer’s serial numbers 18143 and 18144, one (1) Honeywell model GTCP36-100G auxiliary power unit bearing manufacturer’s serial number P812, and all Aircraft Documents (as defined in the Agreement).

with all rights and privileges of ownership thereof.

Seller does hereby assign and make available to Purchaser any and all assignable rights which Seller may have under any warranties and/or indemnities from manufacturers and maintenance and overhaul agencies with respect to the Aircraft.

Seller hereby warrants to Purchaser, its successors and assigns, that there is hereby conveyed to Purchaser on the date hereof good and marketable title to the Aircraft, and the Aircraft is free and clear of all liens, encumbrances, defects in title and interests of others, except liens arising through or under Purchaser, and Seller agrees for the benefit of Purchaser and its successors and assigns that they will warrant and defend such title forever against all claims and demands whatsoever.

DISCLAIMER AND LIMITATION OF LIABILITY. EXCEPT AS TO TITLE, FREEDOM FROM LIENS, AND THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 5.1 OF THE AGREEMENT, THE AIRCRAFT IS BEING SOLD AND DELIVERED TO PURCHASER IN “AS-IS,” “WHERE-IS,” “WITH ALL FAULTS” CONDITION AT TIME OF DELIVERY, WITHOUT ANY REPRESENTATION, WARRANTY OR GUARANTY OF ANY KIND BEING MADE OR GIVEN BY SELLER, ITS MEMBERS, MANAGERS, OFFICERS, AGENTS, EMPLOYEES, ATTORNEYS OR ASSIGNS, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE. THE SELLER IS NOT A MANUFACTURER OF AIRCRAFT, INCLUDING THE AIRCRAFT, AND THE PURCHASER IS SOLELY RESPONSIBLE FOR ANY DECISION AS TO WHETHER OR NOT TO ENTER INTO THIS AGREEMENT OR ANY OTHER TRANSACTION OR ARRANGEMENT IN RELATION TO THE AIRCRAFT. THE SELLER HAS NOT AND SHALL NOT BE DEEMED TO HAVE MADE ANY REPRESENTATION, WARRANTY OR GUARANTEE AS TO THE AIRCRAFT (OTHER THAN AS TO TITLE) INCLUDING AS TO THE DESCRIPTION, AIRWORTHINESS, DESIGN,

MANUFACTURE, FITNESS, CONDITION, OPERATION, QUALITY, DURABILITY, FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE OR USE INTENDED BY THE PURCHASER OR ANY OTHER PERSON, AS TO THE ABSENCE OF LATENT, INHERENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE) IN THE AIRCRAFT, AS TO THE COMPLETENESS OR CONDITION OF THE AIRCRAFT OR ITS RECORDS, INCLUDING THE RECORDS, OR AS TO THE ABSENCE OF ANY INFRINGEMENT OF ANY PATENT, COPYRIGHT OR DESIGN OR OTHER PROPRIETARY RIGHTS OR IN RESPECT OF ANY CONSEQUENCES TO THE PURCHASER OR ANY OTHER PERSON, ITS OR THEIR ASSOCIATES OR NOMINEES THAT MIGHT ARISE OUT OF THE SALE AND/OR PURCHASE OR FAILURE TO MAKE ANY SALE OR PURCHASE OF THE AIRCRAFT UNDER THIS AGREEMENT OR OTHERWISE, OR AS TO ANY OTHER MATTER OR THING WHATSOEVER (SAVE AS TO TITLE AND AS AFORESAID) AND ANY WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES IMPLIED WHETHER ARISING IN CONTRACT, TORT OR THE OPERATION OF LAW, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE OR ARISING OUT OF CUSTOMARY TRADE USAGE OR PRIOR COURSE OF DEALING OR WITH RESPECT TO THE FOREGOING IN RESPECT OF THE AIRCRAFT OR ANY PART THEREOF OR OTHERWISE ARE, TO THE FULLEST EXTENT PERMITTED BY LAW, EXCLUDED FROM THIS AGREEMENT AND THE SALE AND/OR PURCHASE OF THE AIRCRAFT TO AND BY THE PURCHASER, ITS ASSOCIATES OR NOMINEES. SUBJECT TO THE EXPRESS PROVISIONS OF THIS AGREEMENT THE AIRCRAFT IS SOLD AND PURCHASED HEREUNDER "AS-IS," "WHERE-IS," "WITH ALL FAULTS."

UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR LOST PROFITS, LOSS OF BUSINESS, LOSS OF USE OR ANY OTHER INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR RELATED TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, OR ANY DELAY IN CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED HEREBY, AND EACH PARTY HEREBY WAIVES ANY RIGHT IT MAY HAVE TO SUCH DAMAGES.

This Warranty Bill of Sale shall be governed by the laws of the State of New York without regard to any conflicts of law rules which might result in the application of the laws of any other jurisdiction.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Warranty Bill of Sale has been duly executed this _____, 2026.

Seller:

Wilmington Trust Company, as Owner Trustee

By: _____

Name:

Title:

Saks Global Enterprises LLC, as Trustor and Beneficial Owner

By: _____

Name:

Title:

EXHIBIT E

ASSIGNMENT OF WARRANTIES AND OTHER RIGHTS

Pursuant to that certain Aircraft Purchase Agreement (the “**Agreement**”) entered into on April __, 2026 (the “**Effective Date**”) by and among Jones Aviations LLC (“**Purchaser**”), Wilmington Trust Company, not in its individual capacity but solely as owner trustee (“**Owner Trustee**”), and Saks Global Enterprises LLC (“**Beneficial Owner**”, collectively with Owner Trustee, “**Seller**”) (each a “**Party**” and collectively the “**Parties**”), Seller hereby assigns to Purchaser such rights as Seller may have under (a) any and all manufacturer warranties with respect to the following aircraft (all of the following items are collectively referred to herein as “**Aircraft**”):

Aircraft Make and Model:	Gulfstream Aerospace model G-IV (G400)
Aircraft Registration No.:	N704SG
Aircraft Serial Number:	1504
Engine Make & Model:	Rolls-Royce Deutschland Ltd & Co KG model Tay 611-8
Engine Serial Numbers:	18143 and 18144
APU Make and Model:	Honeywell model GTCP36-100G
APU Serial Number:	P812

as further described and defined in the Agreement and (b) any and all warranties from any service providers or suppliers with respect to the Aircraft, in each case to the extent the same currently exist in favor of Seller and are capable of being assigned by Seller to Purchaser (collectively, the “Assigned Rights”). Purchaser will be responsible for any transfer fees or other costs payable in connection with such assignment. Seller further agrees to execute and deliver to Purchase all documentation necessary to cause any and all existing maintenance programs and/or warranties applicable to the Aircraft that are still in effect and by their terms assignable, to be assigned to Purchaser in conjunction with this Assignment of Warranties.

Seller hereby acknowledges Purchaser’s right to enforce in its own name such Assigned Rights as Seller may have with respect to the Aircraft to the extent assigned to Purchaser by Seller hereunder.

Capitalized terms used herein and not otherwise defined herein will have the meaning ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, Seller has caused this instrument to be executed by its duly authorized officer this __ day of _____, 2026.

Seller:
Saks Global Enterprises LLC

Wilmington Trust Company, not in its individual capacity but solely as owner trustee

By: _____

By: _____

Name:
Title:

Name:
Title:

ANNEX 1

[APPROVED WORK SCOPE TO BE ATTACHED]