**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, is pleased to offer, the following terms and conditions for the Lease of (6) ERJ 145 LR aircraft under a 5 year term (60 month), Lease Agreement.

Aircraft Six (6) ERJ 145LR, equipped with two (2) Rolls Royce AE 3007A1 engines, with Registration Numbers; N289MA, N290MA, N376MA, N410MA, N438MA, N443MA

Configured with 50Y interior configurations

Manufactured Years of 2000, 2001, and 2002

Lessor

Lessee \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lease Price I.A.W. Lease Terms & Conditions set forth below

Payment Terms Security Deposit of USD $350,000 (per aircraft), for a total payable upon 2 days of signature of this LOI of USD $2,100,000 (placed in Escrow)

Upon signature of the binding lease agreement, the Initial and Further Deposit (TBD), collectively the Deposits, shall be returned to Lessee at the end of the 60-month lease term unless;

1. The Aircraft become a total loss prior to re-delivery.
2. Lesser is unable to re-deliver the Aircraft in accordance with the Delivery conditions.
3. Lessee exercise its right to Purchase as described herein.

Lease Terms \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_agrees to pay Mission Air Support USD $70,000 (per month/per aircraft), for a total of USD $420,000 per month, for 60 months (6 Aircraft Lease for 5 Years)

Aircraft Reserves In addition to the monthly lease payments, the Lessor agrees to pay an additional USD $600 (per hour/per aircraft), for Aircraft Engines, Auxiliary Power Units (APUs), and Landing Gear Reserves with a minimum use of one hundred (100) hours per month.

Purchase Option \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ reserves the right to purchase the Six (6) ERJ 145LR Aircraft at the end of the 60-month lease for USD $875,000 (per aircraft), for a total due at the end of the lease of USD $5,250,000

Delivery Date On \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or as otherwise determined/agreed by the parties

Delivery Location Tulsa, OK, USA or as otherwise notified or agreed by the parties

Aircraft Inspection Lessee or its nominee shall have the right to inspect the Aircraft at Delivery Location and the Aircraft records at the Delivery Location prior to executing a binding lease agreement. Lessee will inspect Aircraft within ten (10) business days of executing this LOI

Delivery Procedure One week prior to Delivery Date, Lessee shall perform a final inspection of Aircraft and records at delivery location. As part of the final delivery inspection, Lessees shall have the right to carry out performance engine runs and demonstration flight not exceeding two (2) hours to confirm the Aircraft systems are serviceable at Lessee’s expense.

Lessor shall rectify airworthiness related discrepancies found during the final delivery inspection at Lessor’s own expense.

Once Lessee has executed the Aircraft acceptance Certificate at the Delivery Location, confirming its technical acceptance of the Aircraft, technical risk for the Aircraft shall transfer from the Lessor to the Lessee. Lessee shall then ferry the aircraft to its operational base at its own risk and expense.

Delivery Conditions 50 seat configuration

Aircraft shall be serviceable with a valid FAA Certificate of Airworthiness

Aircraft shall have received inspection in accordance with EASA regulations.

Engines shall be fully serviceable as demonstrated by a satisfactory inspection, performance engine runs and a delivery test flight

All calendar checks current

All ADs and other mandatory modifications currently due shall be terminated

All maintenance shall be in accordance with Embraer’s Maintenance program with no deferred maintenance

Costs The Lessor and Lessee shall be responsible for its own costs associated with the negotiation and drawing up of contractual documentation

Escrow Agent Powell Aircraft Title Service, Oklahoma City, Oklahoma

Confidential Nature This Letter of Intent is confidential between all Parties and shall not without the prior written consent of the other party be disclosed by either party in whole or in part to any other persons or body except insofar as may be necessary for either party to carry out its obligations under this Agreement. Either party may disclose the Letter of Intent as required by applicable laws, rules and regulations (including without limitation securities laws, rules and regulations) to its parent company, auditors, and professional advisors without the other party’s prior consent

Governing Law This Letter of Intent and any subsequent agreements shall be

 Constructed under the laws of the State of Virginia

Validity This proposal remains subject to;

1. This LOI being executed within 5 business days
2. A binding Lease Agreement executed no later than 30 days
3. Receipt of agreed upon deposits within 2 days of signing

**AGREED AND ACCEPTED ON BEHALF OF:**

**Lessor Lessee**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

By  By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title *President*  Title *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Date ……………………………………………………………. Date ……………………………………………………………