Attorney or Party Name, Address, Telephone & FAX Numbers, and California State Bar Number

RON BENDER (SBN 143364)
J.P. FRITZ (SBN 245240)
LEVENE, NEALE, BENDER, YOO & BRILL L.L.P.
10250 Constellation Boulevard, Suite 1700
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FOR COURT USE ONLY

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA

In re:
SUNQUEST EXECUTIVE AIR CHARTER, LLC

Debtor(s).

CASE NO.: 1:15-bk-13090VK

NOTICE OF SALE OF ESTATE PROPERTY

Sale Date: 1/13/16	**Time:** 10 a.m.
Location: Levene, Neale, Bender, Yoo & Brill L.L.P., 10250 Constellation Blvd. Suite 1700, Los Angeles, CA	

Type of Sale: ☐ Public ☑ Private

Last date to file objections: 12/31/15

Description of Property to be Sold: Please see attached pleading for details. Most of Debtor's personal property and business as a going concern, including FAA air carrier certificate

Terms and Conditions of Sale: Please see attached pleading for details.
Free and clear of liens and interests, subject to Bankruptcy Court approval.
Asset purchase agreement in substantially the same form as attached hereto
Auction open to bidders; no stalking horse bid.

Proposed Sale Price: $50,000 minimum bid with $5,000 incremental overbids

Overbid Procedure (If Any): Please see attached pleading for details. opening bid at $50,000
Subsequent overbids of $5,000. Deposit of $10,000 and evidence of financial ability to close due by 1/11/16 at 6:00 p.m.

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

Contact Person for Potential Bidders (include name, address, telephone, fax and/or e:mail address):

Sale Hearing: January 14, 2016, at 2:00 p.m.
Courtroom 301, 21041 Burbank Blvd., Woodland Hills, CA
Contact: J.P. Fritz, Esq. - 310-229-1234 or
Andrew De Camara, investment banker - 818-230-8350

Date: 12/24/15

RON BENDER (State Bar No. 143364)
J.P. FRITZ (State Bar No. 245240)
LEVENE, NEALE, BENDER, YOO & BRILL L.L.P.
10250 Constellation Boulevard, Suite 1700
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Attorneys for Chapter 11Debtor
and Debtor in Possession

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
SAN FERNANDO VALLEY DIVISION

In re: SUNQUEST EXECUTIVE AIR CHARTER, LLC, Debtor and Debtor in Possession,	Case No.: 1:15-bk-13090-VK Chapter 11 Case Small Business Case – 11 U.S.C. §101(51C) **NOTICE OF AUCTION, BIDDING PROCEDURES AND PROPOSED SALE** <u>Hearing on Sale Procedures</u>: Date: December 30, 2015 Time: 1:30 p.m. Place: Courtroom 301 21041 Burbank Blvd. Woodland Hills, CA 91367 <u>Auction</u>: Date: January 13, 2016 Time: 10:00 a.m. Place: Levene, Neale, Bender, Yoo & Brill 10250 Constellation Blvd., Suite 1700, 17th Floor Los Angeles, CA 90067 <u>Hearing on Proposed Sale</u>: Date: January 14, 2016 Time: 2:00 p.m. Place: Courtroom 301 21041 Burbank Blvd. Woodland Hills, CA 91367

PLEASE TAKE NOTICE that the Honorable Victoria S. Kaufman, United States Bankruptcy Judge for the Central District of California (the "Court") will hold a hearing (the "Hearing") on December 30, 2015, at 1:30 p.m. in Courtroom 301 of the United States Bankruptcy Courthouse located at 21041 Burbank Blvd., Woodland Hills, California, to consider the *Debtor's Motion for an Order: (1) Approving Auction Sale Format and Bidding Procedures; and (2) Approving Form of Asset Purchase Agreement* (the "Sale Procedures Motion") [docket entry no. 59] filed by SunQuest Executive Air Charter, LLC (the "Debtor"), the debtor and debtor in possession in the above-referenced chapter 11 case.

By way of the Sale Procedures Motion, the Debtor seeks approval of certain auction, sale, and bid procedures and approval of a form asset purchase agreement in connection with the sale of its business as a going concern. The Debtor is a private jet charter flight company founded in 2011 and operating in Van Nuys, California. The Debtor's most valuable asset may be its air carrier certificate, which is required to operate a business of this nature. It would take approximately five years to obtain such a certificate if a new company wanted to start from scratch, and the entire process usually costs around $150,000. Therefore, there is value in the Debtor's business, maintaining the business and operations, and preserving the certificate.

PLEASE TAKE FURTHER NOTICE that the Debtor will conduct an Auction of its assets and business as a going concern on **January 13, 2016, commencing at 10:00 a.m.** at the offices of Levene, Neale, Bender, Yoo & Brill L.L.P., 10250 Constellation Blvd., Suite 1700, 17th Floor, Los Angeles, California, 90067. The bidding deadline is **6:00 p.m. Pacific Time on January 11, 2016**. All bids must be made in writing and sent to the Debtor's counsel, J.P. Fritz, Esq., at Levene, Neale, Bender, Yoo & Brill L.L.P., 10250 Constellation Blvd., Suite 1700, 17th Floor, Los Angeles, California, 90067; email: JPF@LNBYB.COM.

ASSETS FOR SALE

PLEASE TAKE FURTHER NOTICE that the Assets to be sold at the Auction are as set forth in the Asset Purchase Agreement attached as Exhibit "1" hereto. A description of the assets to be purchased by Purchaser free and clear of all Encumbrances (defined as the "Purchased Assets") is set forth in Section 2.1 of the APA. As set forth therein, the Purchased

Assets consist of certain of the Debtor's contacts and leases (including but not limited to executory contracts and unexpired leases) that Purchaser elects to acquire (the "Assumed Contracts") and substantially all of the Debtor's personal property assets with the exception of the Debtor's cash and certain other assets, which are defined as the "Excluded Assets" in Section 2.2 of the APA. The "Excluded Assets" include all avoidance causes of action of the Debtor's bankruptcy estate, including potential causes of action against Bank of America for improperly freezing the Debtor's bank accounts in October 2015, which harmed its operations.

The most important assets of the Purchased Assets are the Debtor's air carrier certificate (the "Certificate") from the FAA, the aircraft lease (the "Lease") with Chino-Euclid LLC for the Lear 35A aircraft with registration number N352TV (the "Aircraft"), and the exclusive sales agreement (the "Exclusive Sales Agreement") with Trans-Pacific Air Services, LLC, all of which allow the Purchaser to continue to maintain the Certificate and operate during transition. Because of financial uncertainties and concerns related to the Debtor filing for bankruptcy, Chino-Euclid moved the financial services for the Aircraft to Trans-Pacific Air Services, which sells all of the flights on the Aircraft, collects all the money, pays all the bills for the Aircraft, and transfers the remainder of funds to the Debtor pursuant to the Exclusive Sales Agreement. The Aircraft must remain on the Lease with the Debtor in order for the Aircraft to operate as a commercial aircraft under the Debtor's Certificate. Thus, the Debtor continues to exert operational control over the Aircraft, Chino-Euclid continues to own the Aircraft, and Trans-Pacific Air Services handles the finances of the Aircraft.

FOR MORE INFORMATION

PLEASE TAKE FURTHER NOTICE that parties interested in making an offer and participating in the Auction may receive more information by contacting: (i) counsel for the Debtor, J.P. Fritz, whose contact information appears in the top-left corner of the first page of this Notice; or (ii) Andrew De Camara, Sherwood Partners, Inc., financial advisor and sales agent to the Debtor, telephone: 818-230-8350, email: adecamara@shrwood.com.

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PROCEDURES FOR BIDDING, AUCTION & SALE

Auction: The Assets will be offered at auction on January 13, 2016, commencing at 10:00 a.m. Pacific Standard Time, at Levene, Neale, Bender, Yoo & Brill L.L.P., 10250 Constellation Blvd., Suite 1700, Los Angeles, CA 90067. In the event of a change in the time or location of the Auction, the Debtor will use its reasonable best efforts to notify all Qualifying Bidders who have timely submitted Qualifying Bids by the Auction Deadline (as such terms are defined below).

Bidding Process: The Debtor shall consider qualified bids for the Assets ("Qualifying Bids") at the Auction, but shall not consider proposed bids that are not Qualifying Bids. In order for a proposed bid to be deemed a Qualifying Bid, a proposed bid must meet each of the criteria set forth below:

i. Timing. Bids are due and must actually be received by the Debtor no later than 6:00 p.m. Pacific Standard Time two (2) days prior to the Auction (the "Bid Deadline"). Bids shall be submitted in writing either (i) by regular or overnight mail or personal delivery to J.P. Fritz, Esq., Levene, Neale, Bender, Yoo & Brill L.L.P., 10250 Constellation Blvd., Suite 1700, Los Angeles, California 90067 or (ii) by electronic mail to JPF@LNBYB.COM.

ii. Form and content of bid and related requirements: Each potential bidder (a "Potential Bidder") must deliver to the Debtor the following: (i) an executed asset purchase agreement in substantially the same form as the APA attached as Exhibit "1" to this Notice (the "Form APA"); (ii) a deposit in an amount equal to $10,000 to be submitted to the Debtor in the form of a cashier's check, or to the Debtor's counsels' escrow account in the form of wired funds; (iii) financial statements showing that the Potential Bidder has ample and present ability to fulfill its obligations pursuant to the Form APA; (iv) assigned statement acknowledging that the sale of the Assets is as-is, where-is, with no due

diligence contingencies or financing contingencies of any kind whatsoever; and (v) a signed statement acknowledging the prohibition against collusive bidding.

A "Bid" is an asset purchase agreement in substantially the same form as the Form APA from a Potential Bidder stating that: (i) the Potential Bidder offers to purchase the Assets upon the same or better terms and conditions as set forth in the Form APA, clearly marked to show any and all amendments and modification to the Form APA, including, but not limited to, purchase price and contact information of the Potential Bidder; (ii) the Potential Bidder agrees to purchase the Assets for at least the Minimum Bid Amount relating to the Assets; (iii) the Potential Bidder is prepared to enter into and consummate the transaction by the Closing Date; and (iv) the offer is irrevocable until the later of (a) the Auction has taken place and it not selected as either the Successful Bidder or Back-Up Bidder, in which case the Deposit will be refunded unless otherwise forfeited as a result of a breach, or (b) a sale of the Assets has been consummated to another Successful Bidder or Back-Up Bidder.

Qualified Bidder: A "Qualified Bidder" is a Potential Bidder that submits a Qualified Bid and, in the Debtor's reasonable discretion, is determined to have demonstrated the financial capability to consummate the purchase of the Assets that is the subject of its Qualified Bid.

Qualification and Disqualification of Bids: If the Debtor determines that a Potential Bidder is not a Qualified Bidder, the Debtor will return the Deposit to the Potential Bidder within a period of five (5) business days of such determination.

Auction If Qualifying Bids: If the Debtor determines that there is one or more Qualifying Bid, the Debtor shall hold an Auction. The minimum bids shall be fifty-thousand dollars ($50,000) for the Assets (the "Minimum Bid Amount").

At the Auction, bidding will begin at the applicable Minimum Bid Amount or such higher amount that a Qualified Bidder may bid prior to the Auction. All subsequent offers must exceed such amount by not less than $5,000. Qualified Bidders may bid in increments higher than $5,000 – but all denominations shall be consistent with the incremental amounts (i.e. an

overbid of $10,000 (2 x $5,000) is acceptable, but an overbid of $7,000 is not acceptable). Bidding at the Auction shall continue until such time as the highest and best bid is determined.

The Auction will be conducted as follows: (i) Qualified Bidders and/or their representatives may make a bid at the Auction in person with bidding starting at the amount of the Minimum Bid Amount or the highest Qualifying Bid received for the Assets; (ii) a certified shorthand reporter shall be present to create a record of the Auction; (iii) the Auction will be an open bid process, with all bids stated orally and on the record; (iv) the Debtor may recess the Auction at any time; and (v) Qualified Bidders may ask for a reasonable time for a recess during the bidding, which requests the Debtor may grant in its discretion.

Selection of Winning Bid: Upon completion of the Auction, the Debtor, in its discretion, shall select the Qualifying Bid that will maximize the value of the Assets, and is in the best interest of the Debtor, its bankruptcy estate and its creditors (the "Successful Bid"). The Debtor will then submit the Successful Bid for approval by the Bankruptcy Court. The Deposit for a Qualified Bidder that submitted the Successful Bid will be non-refundable upon the conclusion of the Auction. Upon the failure to consummate a sale because of a breach or failure on the part of a Qualified Bidder who submitted the Successful Bid, the Debtor may select in its business judgment the next highest or otherwise best Qualified Bidder to be the Successful Bidder as approved in a final sale order, without further order of the Bankruptcy Court.

Back-up Bidders: At the conclusion of the Auction, the Debtor may designate a "Back-up Bidder" or multiple Back-up Bidders. If a Back-up Bidder is selected, such Back-up Bidder's Deposit shall be released upon the later to occur of (a) the closing of a transaction with the Successful Bidder, or other Back-up Bidder; or (b) thirty (30) days after the entry of a final sale order. If the Successful Bidder does not close the transaction, then the Back-up Bidder's Deposit shall be non-refundable and the Debtor shall close the transaction upon the terms of the Back-up Bidder's last and highest bid at the Auction.

Closing: The closing of a sale of the Assets to the Successful Bidder (the "Closing") shall be held in the office of counsel for the Debtor, or such other location as is

agreed to by the parties, no later than five (5) days following the final sale order becoming final and no longer appealable.

Asset Purchase Agreement: The proposed form asset purchase agreement is attached as Exhibit "1" to hereto.

PLEASE TAKE FURTHER NOTICE that any opposition or response to the Sale Procedures Motion must be made in writing and filed with the Court and served on counsel for the Debtor no later than 5:00 p.m. on December 29, 2015. The failure to file a timely written opposition or response to the Sale Procedures Motion may be deemed by the Court to be consent to the granting of relief requested in the Motion.

PLEASE TAKE NOTICE that the Court will hold a hearing on January 14, 2016, at 2:00 p.m. in Courtroom 301 of the United States Bankruptcy Courthouse located at 21041 Burbank Blvd., Woodland Hills, California, to consider the *Debtor's Motion for an Order: (1) Approving Sale of Substantially All of the Debtor's Assets Free and Clear of All Liens, Claims and Interests; (2) Approving of Debtor's Assumption and Assignment of Unexpired Leases and Executory Contracts and Determining Cure Amounts; (3) Waiving the 14-Day Stay Periods Set Forth in Bankruptcy Rules 6004(h) and 6006(d); and (4) Granting Related Relief* (the "Sale Motion") filed by the Debtor. The Sale Motion seeks Court approval of the sale to the Purchaser to be decided at the Auction.

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PLEASE TAKE FURTHER NOTICE that the Debtor has set the Sale Motion for hearing on regular 21-day notice under the Local Rules. Pursuant to Local Rule 9013-1(f), any response or opposition to the Sale Motion must be made in writing and filed no later than December 31, 2015. Pursuant to Local Rule 9013-1(h), the failure to file a timely written response may be deemed by the Court to be consent to the granting of relief requested in the Sale Motion.

Dated: December 24, 2015

SUNQUEST EXECUTIVE AIR CHARTER, LLC

By: *\/s/ John-Patrick M. Fritz*
RON BENDER
JOHN-PATRICK M. FRITZ
LEVENE, NEALE, BENDER, YOO
& BRILL L.L.P.
Attorneys for Chapter 11 Debtor and Debtor in Possession

EXHIBIT “1”

ASSET PURCHASE AGREEMENT

BY AND AMONG

SUNQUEST EXECUTIVE AIR CHARTER, LLC (“SELLER”)

AND

_____(”PURCHASER”)

DATED: January ____, 2016

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is made and entered into this ___ day of January 2016, by and among SUNQUEST EXECUTIVE AIR CHARTER, LLC, a California limited liability company ("Seller") and _____ ("Purchaser") with reference to the following:

WHEREAS, Seller is a private jet charter company headquartered in Van Nuys, California (the "Business"). Seller's primary asset is its air carrier certificate from the Federal Aviation Administration (the "FAA"). Seller is in a month-to-month lease of an aircraft with Euclid-Chino LLC and in a sales agreement with Transpacific Air Services. The certificate is needed to conduct the business, and an ownership or lease of an aircraft must be linked to the certificate;

WHEREAS, on September 16, 2015, Seller commenced its bankruptcy case (the "Bankruptcy Case") by filing a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. Section 101 et seq. (the "Bankruptcy Code") in the United States Bankruptcy Court for the Central District of California, San Fernando Valley Division (the "Bankruptcy Court"). Since the commencement of the Bankruptcy Case, Seller has operated the Business and maintained possession of its assets as a debtor and debtor in possession; and

WHEREAS, Seller desires to sell the Purchased Assets and Purchaser desires to purchase the Purchased Assets and to assume all of the Assumed Liabilities, upon the terms and subject to the conditions set forth herein and pursuant to Sections 105, 363 and 365 of the Bankruptcy Code.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE I

Definitions.

1.1 Definitions. All capitalized terms not otherwise defined elsewhere in this Agreement shall have the meanings ascribed to such terms in this Section 1.1.

"Agreement" means this Asset Purchase Agreement, including all Exhibits and Schedules hereto, as it may be amended, modified or supplemented from time to time in accordance with its terms.

"Aircraft" means the Lear 35A aircraft with registration number N352TV owned by Chino-Euclid LLC.

"Alternative Transaction" means any sale of the Business or the Purchased Assets to a buyer other than Purchaser.

"Approval" means any authorization, approval, consent, ratification, or any extension, modification, amendment or waiver of any of the foregoing.

"Auction" means the auction conducted by Seller on _____, 2016, at 10:00 a.m. at the offices of Seller's counsel, Levene, Neale, Bender, Yoo & Brill L.L.P, 10250 Constellation Blvd., Suite 1700, Los Angeles, California 90067.

"Business" has the meaning as ascribed in the preamble of this Agreement.

"Business Day" means a day other than a Saturday, a Sunday or a day on which commercial banks are authorized or required to be closed in the State of California.

"Certificate" means the FAA air carrier certificate, number 1QUA578N.

"Closing" means the consummation of the Transactions.

"Closing Date" means the date on which the Closing occurs.

"Contract" means, with respect to any entity, any legally binding contract, agreement, lease, license, commitment, understanding, right or other instrument or consensual obligation, which pertains to such entity or any material assets of such entity.

"Exclusive Sales Agreement" means the Contract between Seller and Trans-Pacific Air Service LLC for exclusive sales and marketing entered into on December 10, 2015 as a rereqeuisite for the continued use of the Aircraft by Seller.

"Lease" means the Contract between Seller and Chino-Euclid LLC for the Aircraft.

"Knowledge" means the actual knowledge, information and belief of the directors and officers of Seller.

"Operating Manual" means the operations manual used by Seller.

"Order" means an order of the Bankruptcy Court or such other court exercising jurisdiction over the Bankruptcy Case.

"Purchase Price" has the meaning as ascribed in section 3.1 of this Agreement.

"Purchased Assets" has the meaning as ascribed in section 2.1 of this Agreement.

"Purchaser" has the meaning as ascribed in the preamble of this Agreement.

"Seller" has the meaning as ascribed in the preamble of this Agreement.

"Transactions" means, collectively, the transactions contemplated by this Agreement.

ARTICLE II

Sale and Transfer of Assets.

2.1 Purchased Assets. Upon the terms and subject to the conditions of this Agreement, at the Closing, Seller shall transfer, assign, convey and deliver to Purchaser, and Purchaser shall purchase, free and clear of all liens, claims and interests, the following selected

assets and properties of Seller which relate to the Business, other than the Excluded Assets, as the same shall exist on the Closing Date (collectively referred to herein as the "Purchased Assets"):

(a) all equipment, accessories, machinery, apparatus and furniture owned by Seller and all rights in the Aircraft, Lease, Certificate, Exclusive Sales Agreement, and Operating Manual owned by Seller and identified on Schedule 2.1(a) attached hereto;

(b) all inventory and supplies owned by Seller;

(c) to the extent assignable under applicable legal requirements, all permits necessary for or incident to the operation of the Business;

(d) all of Seller's rights under the Contracts listed or described on Schedule 2.1(d) (the "Assumed Contracts"), including all of Seller's rights under the Exclusive Sales Agreement;

(e) all of Seller's rights under the Lease listed or described on Schedule 2.1(e) (the "Assumed Lease");

(f) all of Seller's accounts receivable existing at the Closing;

(g) all of the intangible rights and property of Seller associated with the Business, including Seller's intellectual property rights (including, specifically, all trade names and marks related to the Business), telephone and telecopy listings, websites and domain names, going concern value and goodwill;

(h) with respect to the Business, all existing documents of sales and service information, customer lists, payor and supplier lists, inventory records, machinery and equipment records, mailing lists, sales and purchasing materials, employee policy manuals, books of account, customer records, employment and personnel records, purchase orders, correspondence, sales, brochures, advertising materials, samples and display materials;

(i) all claims of Seller against third parties relating to the Purchased Assets, whether choate or inchoate, known or unknown, contingent or non-contingent, but excluding claims relating to Excluded Assets; and

(j) all rights of Seller relating to deposits and prepaid expenses paid by Seller to third parties relating to the Business.

2.2 Excluded Assets. Notwithstanding the provisions of Section 2.1, the Purchased Assets shall not include any of the right, title or interest of Seller in, to and under the following (herein referred to as the "Excluded Assets"): (a) all cash, bank deposits and cash equivalents of Seller; (b) Seller's minute books, stock books and other corporate records having to do with the corporate organization and capitalization of Seller; (c) any Contracts other than Assumed Contracts; (d) any Existing Leases other than Assumed Leases; (e) all of Seller's rights under this Agreement; (f) all insurance policies and claims thereunder of Seller, claims for and rights to receive tax refunds, all tax returns of Seller relating to the Business and any notes, worksheets, files or documents relating thereto, and any legal files or other documents covered by an

evidentiary privilege that are not related to the Assumed Liabilities; (g) all rights under any director and officer insurance policies; (h) all of Seller's rights and causes of action against third parties not related to the Purchased Assets, including but not limited to actions against Bank of America; (i) all bankruptcy avoidance causes of action including those arising out of any of Sections 544-553 of the Bankruptcy Code; (j) any customer deposits which are no longer in Seller's possession; (k) any asset of Seller that would constitute a Purchased Asset (if owned by Seller at the Closing) that is conveyed or otherwise disposed of during the period from the date hereof until the Closing either in the ordinary course of business, at the direction of the Bankruptcy Court or as otherwise permitted by the terms of this Agreement; and (l) all of the assets listed on Schedule 2.2 attached hereto.

2.3 Assumption of Liabilities.

(a) Subject to the terms and conditions of this Agreement, at the Closing, Purchaser shall assume and pay when due (i) all liabilities of Seller under the Assumed Contracts arising after the Closing Date; (ii) all liabilities of Seller under the Assumed Leases arising after the Closing Date; (iii) all liabilities due to the operation of the Business after the Closing; (iv) all accrued paid time off owing to Seller's employees as of the Closing in accordance with Schedule 2.3(a) hereto; (v) all of Seller's sales tax liability relating to Seller's sales during the thirty-day period prior to the Closing; (vi) all of Seller's liability relating to Seller's sales during the thirty-day period prior to the Closing; and (vii) those Liabilities identified in Schedule 2.3(a) hereto ("Assumed Liabilities").

2.4 Assumption and Assignment of Contracts.

(a) The Sale Order (or a separate Bankruptcy Court order) shall provide that, as of the Closing, Seller shall (i) assume the Assumed Contracts and the Assumed Leases in the Bankruptcy Case and (ii) assign the Assumed Contracts and the Assumed Leases to Purchaser.

(b) Notwithstanding anything to the contrary herein, this Agreement shall not constitute an agreement to assign or transfer any interest in any Assumed Contract or Assumed Lease or any claim or right arising thereunder if such assignment or transfer cannot occur under the Bankruptcy Code without the approval of a third party. In the event any such required approval is not obtained prior to the Closing, Seller shall continue to use its commercially reasonable efforts to cooperate with Purchaser to attempt to obtain any such required approval after the Closing, recognizing that obtaining any such required approval is not a condition of Purchaser's obligation to consummate the Transactions herein.

ARTICLE III

Purchase Price.

3.1 The Purchase Price. The purchase price to be paid by Purchaser for the Purchased Assets (the "Purchase Price") shall be an amount equal to _____ Dollars ($_____) plus the pro rations identified in Section 7.10 below. There will be no adjustment to the Purchase Price at the Closing (whether for working capital or otherwise).

3.2 Deposit. Concurrently with the execution and delivery of this Agreement by Purchaser and Seller, Purchaser shall deposit into an escrow account (the "Escrow Account") an

amount equal to Ten-Thousand Dollars ($10,000) (the "Deposit"). Seller's bankruptcy counsel, Levene, Neale, Bender, Yoo & Brill L.L.P. ("LNBYB"), shall serve as escrow agent ("Escrow Agent"). Escrow Agent shall not disburse any of the Purchase Price or Deposit except in accordance with an order of the Bankruptcy Court. The Deposit shall be deemed non-refundable and forfeited to Seller if (i) Purchaser is deemed to be the Winning Bidder at the Auction, (ii) the conditions to Purchaser's obligation to consummate the Transactions have been satisfied, and (iii) Purchaser fails to consummate the Transactions.

3.3 Payment of the Purchase Price. The Purchase Price shall be paid by Seller as follows:

(a) At the Closing, Purchaser shall pay into the Escrow Account by wire transfer the difference between the amount of the Purchase Price (including Purchaser's portion of any prorations owing) and the amount of the Deposit. At the Closing, the entire Purchase Price shall become the property of Seller.

3.4 Allocation of Purchase Price. The parties hereto agree to the allocation of the Purchase Price among the Purchased Assets as indicated on Schedule 3.4 attached hereto for tax reporting purposes (the "Allocation Schedule"). Seller and Purchaser shall report, act and file all tax returns in all respects and for all purposes consistent with the Allocation Schedule (as such Allocation Schedule may be adjusted. Neither Purchaser nor Seller shall file any tax returns in a manner that is inconsistent with such allocation.

ARTICLE IV

Closing.

4.1 Closing. The Closing shall be consummated at 10:00 a.m., local time, at the offices of LNBYB, 10250 Constellation Blvd., Suite 1700, Los Angeles, California 90067 within five Business Days after entry of the Sale Order; provided, that, all conditions set forth in Article VIII and Article IX have been satisfied or waived (other than conditions that by their terms are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions), or on such other date or at such other place or time as is mutually agreed upon by the parties hereto. The Closing shall be effective for economic and accounting purposes as of the close of business local time for Seller on the Closing Date. The Closing can happen electronically if agreed to by the parties hereto.

4.2 Closing Actions and Deliveries. All actions to be taken and all documents to be executed and delivered in connection with the consummation of the Transactions shall be reasonably satisfactory in form and substance to the parties and their respective counsel. All actions to be taken and all documents to be executed and delivered by the parties at the Closing shall be deemed to have been taken and executed simultaneously, and no action shall be deemed taken nor any document executed and delivered until all have been taken, executed and delivered.

4.3 Seller's Closing Deliveries. Subject to the fulfillment or waiver of the conditions set forth in Article IX, at the Closing, Seller shall deliver to Purchaser the following:

(a) Seller's customer list;

(b) Any reasonable lease assignment agreements related to the Assumed Lease prepared by Purchaser and delivered to Seller, duly executed by Seller;

(c) Any reasonable Contract assignment agreements related to the Assumed Contracts prepared by Purchaser and delivered to Seller, duly executed by Seller;

(d) A bill of sale prepared by Purchaser and delivered to Seller, duly executed by Seller;

(e) to the extent in Seller's possession, keys for the Aircraft and the access codes for operation of the Aircraft;

(f) the Operating Manual;

(g) the FAA Certificate; and

(h) such other bills of sale, assignments and other instruments of transfer or conveyance, duly executed by Seller, as may be reasonably requested by Purchaser and prepared by Purchaser and delivered to Seller to effectuate the sale, conveyance and delivery of the Purchased Assets to Purchaser.

4.4 Purchaser's Closing Deliveries. Subject to the fulfillment or waiver of the conditions set forth in Article VIII, at the Closing, Purchaser shall deliver to Seller:

(a) the remaining portion of the Purchase Price due and payable to Seller in accordance with Section 3.3(a) including any required prorations; and

(b) As of the Closing Date there may be located on any of the Leased Premises certain Excluded Assets. Prior to the Closing, Seller and Purchaser shall agree on reasonable procedures to transfer such Excluded Assets to Seller at such location or locations as shall be determined by Seller, it being understood that the cost of transferring such Excluded Assets shall be borne by Seller. After the Closing, Purchaser shall grant Seller and its representatives reasonable access to such Leased Premises, during normal business hours and upon reasonable notice, in order to permit Seller and its representatives to remove such Excluded Assets and to take such other necessary or appropriate action with respect thereto as Seller may reasonably determine.

ARTICLE V

Representations and Warranties of Seller.

Seller hereby makes the following representations and warranties to Purchaser as of the date hereof and as of the Closing Date:

5.1 Due Authorization. Subject to the entry of the Sale Order or other requirements of the Bankruptcy Court, this Agreement, and all other agreements, certificates and documents executed or to be executed in connection herewith, constitute or, when executed and delivered, shall constitute a legal, valid and binding Contract of Seller, enforceable against Seller in accordance with its terms.

5.2 Ordinary Course. From the date of this Agreement through the Closing, Seller will operate the Business only in the ordinary course of business.

5.3 Title to Assets; Condition.

(a) To the best of Seller's Knowledge, Seller has good and marketable title to all of the Purchased Assets, and, pursuant to the terms of the Sale Order, shall deliver title to the Purchased Assets to Purchaser at the Closing free and clear of all liens, claims and interests except for those liens identified in Schedule 5.3(a) hereto ("Permitted Liens"), which Permitted Liens shall remain liens against the Purchased Assets in the same manner as such Permitted Liens existed immediately prior to the Closing.

(b) The Purchased Assets will be delivered to Purchaser at the Closing on an "AS IS" "WHERE IS" basis with no representation or warranty as to the condition or working order of the Purchased Assets.

ARTICLE VI

Representations and Warranties of Purchaser.

Purchaser hereby makes the following representations and warranties to Seller as of the date hereof and as of the Closing Date:

6.1 Due Authorization. Subject to the entry of the Sale Order or other requirements of the Bankruptcy Court, this Agreement, and all other agreements, certificates and documents executed or to be executed in connection herewith, constitute or, when executed and delivered, shall constitute a legal, valid and binding Contract of Purchaser, enforceable against Purchaser in accordance with its terms.

6.3 No Financing Contingency. Purchaser currently has (and at the Closing will have) sufficient funds available to it to enable Purchaser to consummate the Transactions and to pay the entire amount of the Purchase Price to Seller. Purchaser's ability to consummate the Transactions and to pay the entire amount of the Purchase Price to Seller is therefore not subject to any financing contingency.

6.5 Adequate Assurances Regarding Assumed Contracts and Assumed Lease. Purchaser is and shall be capable of satisfying the conditions contained in sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Assumed Contracts and Assumed Lease. Purchaser shall coordinate with Seller in respect of any filings with the Bankruptcy Court or delivery of information to other parties to Assumed Contracts and Assumed Lease to assist Seller to obtain a Bankruptcy Court order approving of Seller's assumption and assignment to Purchaser of the Assumed Contracts and Assumed Lease.

ARTICLE VII

Covenants and Agreements

7.1 Purchaser's Investigation.

(a) Purchaser acknowledges that it has had adequate time and opportunity to conduct all of its due diligence prior to the Auction and neither needs nor has any right to any further investigation or due diligence once the Auction commences.

7.2 Bankruptcy Matters; Bidding Process.

(a) Seller and Purchaser acknowledge that this Agreement and the Transactions are subject to Bankruptcy Court approval. Seller and Purchaser acknowledge that (i) to obtain such Bankruptcy Court approval, Seller must demonstrate that it has taken reasonable steps to obtain the highest or otherwise best offer possible for the Purchased Assets, including, but not limited to, giving notice of the Transactions to creditors and certain other interested parties as ordered by the Bankruptcy Court, and conducting an Auction of the Purchased Assets, and (ii) Seller must cure all defaults and Purchaser must provide adequate assurance of future performance with respect to the Assumed Contracts and Assumed Lease.

(b) Seller has filed with the Bankruptcy Court a motion (the "Bid Procedures Motion") seeking the Bankruptcy Court's issuance of an order approving the process respecting the sale of the Purchase Assets (the "Sale Procedures Order"), including:

(i) That the Auction be held on January 13, 2016 at the offices of LNBYB,

(ii) The hearing on approval of the sale of the Purchased Assets be held on January 14, 2016, at 2:00 p.m.,

(iii) A bid deadline for overbids of three business days prior to the Auction,

(iv) Overbid requirements of submitting an executed asset purchase agreement substantially in the form of this Agreement, submitting a cashier's check or wired funds to Escrow for the Deposit, submitting financial statements showing eth ability to fulfill obligations of a buyer under the Agreement, submitting a signed statement acknowledging that the sale is AS IS, WHERE IS with no due diligence contingencies or financing contingencies of any kind whatsoever, and submitting a signed statement acknowledging the prohibition against collusive bidding,

(v) A minimum bid of Fifty-Thousdand Dollars ($50,000) and minimum overbids in whole increments of Five-Thousand Dollar ($5,000) denominations,

(c) Seller has filed with the Bankruptcy Court a motion (the "Sale Motion") seeking the Bankruptcy Court's issuance of: an order approving the sale of the Purchased Assets (the "Sale Order"), and

(d) The hearing to approve the Sale shall occur by January ____, 2016, and the Closing shall occur as set forth in Section 4.1 of this Agreement. Without in any way limiting the foregoing, the Sale Order shall:

(i) authorize Seller's sale of the Purchased Assets to Purchaser free and clear of all liens, claims and interests under and pursuant to Section 363(f) of the Bankruptcy Code; and

(ii) authorize the assumption by Seller and assignment to Purchaser of the Assumed Contracts and Assumed Leases as of the Closing Date, and otherwise in accordance with the terms of this Agreement.

7.3 Operations of the Business Prior to the Closing. From the date of this Agreement through the Closing Date, Seller shall operate the Business in the ordinary course of business.

7.4 Purchaser's Cooperation with Seller's Sale Efforts. Purchaser shall promptly take all actions as are reasonably requested by Seller to assist Seller to obtain the Bankruptcy Court's entry of the Sale Order, including furnishing affidavits, financial information or other documents or information for filing with the Bankruptcy Court and making Purchaser's employees and representatives available to testify before the Bankruptcy Court.

7.5 Adequate Assurances Regarding Assumed Contracts and Assumed Leases. With respect to each Assumed Contract and Assumed Lease, to the extent requested by the Bankruptcy Court, Seller or the counterparty to such Contract or Existing Lease, Purchaser shall provide the Bankruptcy Court, Seller or such counterparty, as the case may be, adequate assurance of the future performance of such Assumed Contract or Assumed Lease by Purchaser.

7.6 Satisfaction of Closing Conditions. Seller and Purchaser shall, and shall cause their respective representatives to, use commercially reasonable efforts to take all of the actions necessary to consummate the Transactions.

7.7 Employee Matters.

(a) Purchaser shall have the right (in its sole and absolute discretion), but not the obligation, to offer employment, effective as of the Closing, to any or all employees of Seller. In no event shall Purchaser be obligated to hire or retain any employee of Seller for any period following the Closing. Purchaser shall provide Seller with a written list of those employees that Purchaser intends to offer employment at least five (5) Business Days prior to the Closing.

(b) Except as expressly provided in this Agreement, nothing herein shall be construed as transferring to Purchaser (i) any Contract with any current or former employee of Seller or for the employment of any person or engagement of any independent contractor by Seller or (ii) any rights or obligations Seller may owe to or be owed by any current or former employee, officer, consultant, independent contractor or agent of Seller.

7.8 Adequate Assurances Regarding Assumed Contracts and Assumed Leases. With respect to each Assumed Contract and each Assumed Lease, Purchaser shall use commercially reasonable efforts to provide adequate assurance as required under the Bankruptcy Code of the future performance by Purchaser of each such Assumed Contract and Assumed Lease. Purchaser and Seller agree that they shall promptly take all commercially reasonable actions required to assist in obtaining a Bankruptcy Court finding that all defaults have been cured and there has been a demonstration of adequate assurance of future performance under the Assumed Contracts and Assumed Leases, such as furnishing affidavits, financial information or other documents or

information for filing with the Bankruptcy Court and making the respective employees and representatives of Purchaser and Seller available to testify before the Bankruptcy Court as necessary.

7.9 Cure Amounts. Seller shall pay all of the costs required to be paid pursuant to Bankruptcy Code Section 365(b) to cure any default on the part of Seller under Assumed Contracts and Assumed Lease to enable Seller to assume and assign the Assumed Contracts and Assumed Lease to Purchaser.

7.10 Prorations; Tax Cooperation.

(a) Personal property, ad valorem, use and intangible taxes and assessments, common area maintenance charges, utility charges and rental payments with respect to the Purchased Assets and the Assumed Contracts and Assumed Lease (collectively, "Charges") shall be prorated on a per diem basis and apportioned on a calendar year basis between Seller and Purchaser as of the Closing Date. Seller shall be liable for that portion of such Charges relating to, or arising in respect of, periods on or prior to the Closing Date, and Purchaser shall be liable for that portion of such Charges relating to, or arising in respect of, any period after the Closing Date.

(b) Purchaser and Seller shall cooperate, as and to the extent reasonably requested by any other party, in connection with the filing and preparation of tax returns related to the Purchased Assets and any tax proceeding related thereto.

ARTICLE VIII

Conditions to Performance by Purchaser.

The obligations of Purchaser to consummate the Closing is subject to the fulfillment of each of the following conditions:

8.1 Bankruptcy Court Order. The Bankruptcy Court shall have entered the Sale Order by March 1, 2016.

8.2 Deliveries. Seller shall have made all of the deliveries required by Section 4.3.

ARTICLE IX

Conditions to Performance by Seller.

The obligations of Seller to consummate the Closing is subject to the fulfillment of each of the following conditions:

9.1 Bankruptcy Court Order. The Bankruptcy Court shall have entered the Sale Order by March 1, 2016.

9.2 Deliveries. Purchaser shall have made all of the deliveries required by Section 4.4.

ARTICLE X

Termination.

10.1 Termination. Notwithstanding anything contained in this Agreement to the contrary, this Agreement may be terminated at any time prior to the Closing:

(a) by the mutual written consent of Purchaser and Seller;

(b) by Purchaser, in the event of the dismissal of the Bankruptcy Case or conversion of the Bankruptcy Case to a proceeding under Chapter 7 of the Bankruptcy Code, or the appointment of a trustee under Chapter 11 of the Bankruptcy Code;

(c) by Purchaser, in the event the Bankruptcy Court approves an Alternative Transaction or an Alternative Transaction is consummated by Seller;

(d) by Purchaser, if the Sale Order has not been entered by the Bankruptcy Court by March 1, 2016; provided, that no party may terminate this Agreement pursuant to this Section 10.1 if such party's breach of this Agreement or failure to fulfill any obligation under this Agreement shall have been a principal cause of or resulted in the failure of the Closing to be consummated.

10.2 Notice of Termination; Effect of Termination.

(a) The party desiring to terminate this Agreement pursuant to Section 10.1 shall give written notice of such termination to the other party specifying the provision or provisions hereof pursuant to which such termination is effected.

(b) If this Agreement is terminated pursuant to Section 10.1, Purchaser and Seller shall promptly deliver a joint written instruction to the Escrow Agent directing the Escrow Agent to return the Deposit to Purchaser. Purchaser and Seller agree that (i) the amount of the Deposit is a reasonable estimate of the damages which Seller would be likely to incur in the event of a breach by Purchaser of this Agreement, and that such amount is their best estimate under the circumstances of such likely damages, not a penalty or forfeiture of any sort, and (ii) if Purchaser breaches this Agreement and fails to consummate the Transactions, Seller shall be entitled to retain the Deposit as liquidated damages to compensate Seller for its loss arising from such breach by Purchaser, but Seller may also pursue the remedy of specific performance.

10.3 Return of Documentation. Following termination of this Agreement, Purchaser shall return or destroy (and provide written proof of such destruction of) all agreements, documents, contracts, instruments, books, records, materials and other information (in any format) regarding Seller or the Business provided to Purchaser or its representatives in connection with the Transactions contemplated hereunder other than as reasonably necessary to enforce its rights under this Agreement.

ARTICLE XI

Termination of Representation, Warranties and Covenants.

11.1 Termination of Representations, Warranties and Covenants. All representations and warranties contained in this Agreement shall terminate upon the Closing.

ARTICLE XII

General Provisions.

12.1 Expenses. Whether or not the Transactions contemplated herein are consummated, except as otherwise expressly provided herein, the parties hereto shall pay their own respective expenses incident to the preparation of this Agreement and to the consummation of the Transactions. All transfer, documentary, sales, use, stamp, registrations and other such Taxes and fees applicable to, imposed upon or arising out of the Transactions shall be borne by Seller.

12.2 Entire Agreement; No Third Party Beneficiaries; Amendment. This Agreement, together with the Exhibits and Schedules hereto, embodies all of the representations, warranties and agreements of the parties hereto with respect to the subject matter hereof, and all prior understandings, representations and warranties (whether oral or written) with respect to such matters are superseded. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the parties hereto any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may not be amended, modified, waived, discharged or orally terminated except by an instrument in writing signed by the party or a duly authorized officer of a party against whom enforcement of the change, waiver, discharge or termination is sought.

12.3 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. Furthermore, in lieu of such invalid or unenforceable provisions there shall be added automatically as a part of this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible and be valid and enforceable.

12.4 Waiver. Any party to this Agreement may, by written notice to the other party hereto, waive any provision of this Agreement from which such party is entitled to receive a benefit. The waiver by any party hereto of a breach by another party of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by such other party of such provision or any other provision of this Agreement.

12.5 Successors and Assigns. This Agreement shall not be assignable by any party hereto without the prior written consent of the other parties; provided, however, Purchaser may, upon written notice to Seller, assign this Agreement in whole or in part to any affiliate of Purchaser, provided that such assignment shall not relieve Purchaser of its obligations hereunder. This Agreement shall be binding upon, and shall inure to the benefit of, and be enforceable by, the parties and their respective legal representatives, successors and assigns.

12.6 Notice. All notices or other communications required or permitted hereunder shall be in writing and shall be delivered personally or sent by registered or certified mail, by reputable overnight delivery or courier or by facsimile transmission, addressed as follows:

To Seller:	SunQuest Executive Air Charter, LLC c/o Ryan Frost, Director of Operations Van Nuys, CA Email: operations@sunquestexec.com
With a copy to (which shall not constitute notice):	Levene, Neale, Bender, Yoo & Brill L.L.P. 10250 Constellation Boulevard, Suite 1700 Los Angeles, CA 90067 Email: JPF@LNBYB.COM Attn: John-Patrick Fritz, Esq.
To Purchaser:	[ ]

and in any case at such other address as the parties shall have specified by written notice to the other. Notice of change of address shall be effective only upon receipt thereof. All such other notices and communications shall be deemed effective (a) if by personal delivery, upon receipt, (b) if by registered or certified mail, on the fifth Business Day after the date of mailing thereof, (c) if by reputable overnight delivery or courier, on the first Business Day after the date of mailing or (d) if by facsimile transmission, immediately upon receipt of a transmission confirmation, provided notice is sent on a Business Day between the hours of 9:00 a.m. and 5:00 p.m., recipient's time, but if not then upon the following Business Day.

12.7 Section Headings; Counterparts; Facsimile Signatures. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same instrument. The exchange of executed copies of this Agreement by facsimile transmission or other electronic transmission shall constitute effective execution and delivery of this Agreement.

12.8 Governing Law. The laws of the State of California (without giving effect to its conflicts of law principles) and, to the extent applicable, the Bankruptcy Code, govern this Agreement and all matters arising out of or relating to this Agreement and any of the Transactions contemplated hereby, including its negotiation, execution, validity, interpretation, construction, performance and enforcement.

12.9 Jurisdiction. During the pendency of the Bankruptcy Case, any proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may only be brought against any of the parties in the Bankruptcy Court, and each of the parties consents to the jurisdiction of the Bankruptcy Court (and the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. At any time following the pendency of the Bankruptcy Case, the parties hereto hereby irrevocably submit to the exclusive jurisdiction of the State of California (or any federal court sitting in the State of

California) over any action or proceeding arising out of or relating to this Agreement or any of the Transactions contemplated hereby and each party hereto hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such courts. The parties hereto hereby irrevocably waive any objection which they may now or hereafter have to the laying of venue of any action or proceeding brought in such court or any claim that such action or proceeding brought in such court has been brought in an inconvenient forum. Each of the parties hereto agrees that a judgment in such action or proceeding may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

12.10 Interpretation. The use of the masculine, feminine or neuter gender or the singular or plural form of words used herein (including defined terms) shall not limit any provision of this Agreement. The terms "include," "includes" and "including" are not intended to be limiting and shall be deemed to be followed by the words "without limitation" (whether or not they are in fact followed by such words) or words of like import. The term "or" has the inclusive meaning represented by the phrase "and/or." Reference to a particular party includes such party's successors and assigns to the extent such successors and assigns are permitted by the terms of this Agreement. Reference to a particular agreement (including this Agreement), document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof. The terms "dollars" and "$" mean United States Dollars. The Exhibits and Schedules identified in this Agreement are incorporated into this Agreement by reference and made a part hereof. The Article, Section, paragraph and Exhibit contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. References to Articles, Sections, paragraphs, clauses, Exhibits or Schedules shall refer to those portions of this Agreement. The use of the terms "hereunder," "hereof," "hereto" and words of similar import shall refer to this Agreement as a whole and not to any particular Article, Section, paragraph or clause of, or Exhibit or Schedule to, this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement as of the day and year first above written.

PURCHASER: **[ ]**

By: _____
Name: _____
Its:_____

SELLER: **SUNQUEST EXECUTIVE AIR CHARTER, LLC**

By: _____
Name: _____
Its:_____

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 10250 Constellation Boulevard, Suite 1700, Los Angeles, CA 90067

A true and correct copy of the **NOTICE OF SALE OF ESTATE PROPERTY** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)**: Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **December 24, 2015**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- **Ron Bender rb@lnbyb.com**
- **Russell Clementson russell.clementson@usdoj.gov**
- **Anthony A Friedman aaf@lnbyb.com**
- **John-Patrick M Fritz jpf@lnbyb.com, JPF.LNBYB@ecf.inforuptcy.com**
- **Lindsey L Smith lls@lnbyb.com, lls@ecf.inforuptcy.com**
- **United States Trustee (SV) ustpregion16.wh.ecf@usdoj.gov**

2. SERVED BY UNITED STATES MAIL: On **December 24, 2015**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☒ *Service information continued on attached page*

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **December 24, 2015**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Served via Overnight Mail
The Honorable Victoria Kaufman
U.S. Bankruptcy Court
21041 Burbank Blvd., #312
Woodland Hills, CA 91367

Served via Email
Trans-Pacific Air Service LLC: operations@transpacjets.com; operations@sunquestexec.com
Chino-Euclid LLC: chasepartners@yahoo.com
World Fuel Services: jryan@wfscorp.com

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

December 24, 2015	Stephanie Reichert	*/s/ Stephanie Reichert*
Date	*Type Name*	*Signature*

SunQuest Executive Air Charter LLC
MML
File No. 7607

SunQuest Executive Air Charter LLC
7415 Hayvenhurst Place
Van Nuys, CA 91406

AEROLEASE WEST LLC
ROBERT M SCHOLNICK
GRIMM & SCHOLNICK
PO BOX 7255
VAN NUYS, CA 91409-7255

U.S. Trustee San Fernando Valley
915 Wilshire Blvd.
Suite 1850
Los Angeles, CA 90017

Aerlex Law Group
2800 28th St. Ste 200
Santa Monica, CA 90405

Aerolease
3333 E. Spring St.
Long Beach, CA 90806

Affordable Avionics, Inc.
7000 Merrill Ave. #18
Chino, CA 91710

American Express
200 Vesey St.
New York, NY 10285

AMS Structures
1119 Columbia St.
Redlands, CA 92374

David Burke
27407 Pacific Coast Hwy.
Malibu, CA 90265

Castle & Cooke Aviation
7415 Hayvenhurst Pl.
Van Nuys, CA 91406

Chino-Euclid LLC
6444 San Fernando rd.
Glendale, CA 91221

Internal Revenue Service
Insolvency I Stop 5022
300 N. Los Angeles St., #4062
Los Angeles, CA 90012-9903

Employment Development Dept.
Bankruptcy Group MIC 92E
P.O. Box 826880
Sacramento, CA 94280-0001

ICCS Mexico
Ave Sante-Fe 505 – 20th Floor
Col. Cruz Manca, Santa-Fe
C.P. 05349 Mexico City,

MaxQuest, Inc.
39 Appaloosa Ln.
Bell Canyon, CA 91307

Los Angeles County Tax Collector
225 N. Hill Street, Rm 106
Los Angeles, CA 90012

Moreno Aviation
5501 West 119th St.
Inglewood, CA 90304

Prudential Overall Supply
5300 Gabbert Rd.
Moorpark, CA 93021

Mexican Dir Gral Civil Aeronautics
Ave. Xola esq con Eje Central S/N
Col. Narvarte, Del. Benito Juarez
Distrito Federal, CP 03020

Los Angeles County Treasurer and Tax Collect
PO Box 54110
Los Angeles, CA 90054-0110

FRANCHISE TAX BOARD
BANKRUPTCY SECTION MS A340
PO BOX 2952
SACRAMENTO CA 95812-2952

<u>Equity Security Holder</u>
Baltimore Clipper
27407 Pacific Coast Highway
Malibu, CA 90265 -
Phone: (310) 589-5225

<u>Equity Security Holder</u>
Mark Smith
1183 Lansbur Cir.
Westlake Village, CA 91361

<u>Equity Security Holder</u>
Jambro Inc.
7415 Hayvenhurst Pl.
Van Nuys, CA 91406

<u>Utility</u>
AT&T
Bankruptcy Department
P.O. Box 769
Arlington, TX 76004

Giovanni Orantes (RSN)
The Orantes Law Firm, A Professional Corp
3435 wilshire blvd #2920
Los Angeles, Ca 90010

World Fuel Services
Julia Ryan – Senior Mgr, Credit & Risk
3000 Baypoint Dr. Ste. 470
Tampa, FL 33607

Trans-Pacific Air Service LLC
99 Nakolo Pl.
Honolulu, HI 96819

Chino-Euclid LLC
6444 San Fernando Rd. #3944
Glendale, CA 91221-0944

Chino Euclid LLC's Registered Agent*
GKL Corporate/Search, Inc.
Clint Congdon
One Capitol Mall, Ste 660
Sacramento, CA 95814

Baltimore Clipper Inc.'s Registered Agent*
David J Burke
27407 Pacific Coast Hwy
Malibu, CA 90265

World Fuel Services' Registered Agent*
C T Corporation System
818 West Seventh St, Ste 930
Los Angeles, CA 90017

Trans-Pacific Air Services Registered Agent*
Ryan Frost
99 Nakolo Pl
Honolulu, Hawaii 96819

***Served by Certified Mail**