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Attorneys for Kenneth S. Eiler,
Chapter 11 Trustee

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF OREGON**

In re

Aircraft Investor Resources, LLC, as
consolidated with *In re Epic Air, LLC* (09-
40041-rld7) and *In re Aircraft Completion
Services, LLC* (10-30185-rld7),

Debtor.

Case No. 09-38458-rld11

**NOTICE OF (1) AUCTION AND
BIDDING PROCEDURES FOR SALE
OF SUBSTANTIALLY ALL OF
DEBTOR'S ASSETS FREE AND
CLEAR OF LIENS, INTERESTS AND
ENCUMBRANCES; (2) MOTION TO
APPROVE SALE TO HARLOW AERO
OR HIGHER AND BETTER BIDDER
AT AUCTION; AND (3) HEARING RE
SALE APPROVAL ON MARCH 30,
2010**

PLEASE TAKE NOTICE that on March 4, 2010, the Court granted the Trustee's Motion for Order (I) Approving Bidding Procedures in Connection with the Sale of Assets; (II) Approving a Breakup Fee; (III) Authorizing and Scheduling an Auction on March 26, 2010 in Connection with the Sale; (IV) Confirming March 30, 2010 Hearing for Final Approval of Sale; and (V) Approving Notice of Auction and Sale Hearing. The Court will enter an order (the "Sale Procedures Order") shortly. Pursuant to the Sale Procedures Order, the Trustee will conduct an auction at which the Trustee will sell, subject to the Court's approval, substantially all assets of the substantively consolidated estates of Aircraft Investor Resources, LLC, Epic Air, LLC, and Aircraft Completion Services, LLC (together the "Debtor") free and clear of liens, interests and encumbrances. The auction is scheduled for March 26, 2010, at 10:00 a.m. Pacific Time. The Sale Procedures Order also establishes bidding procedures in connection with the auction. Additional information regarding the auction and the bidding procedures may be obtained by contacting David W. Criswell, telephone number (503) 228-2525 or email at dcriswell@balljanik.com. Competing bidders are required to submit competing bids and

**Page 1 - NOTICE OF (1) AUCTION AND BIDDING PROCEDURES; (2) MOTION TO
APPROVE SALE FREE AND CLEAR; AND (3) HEARING RE SALE
APPROVAL**

otherwise qualify as bidders in accordance with the approved bidding procedures no later than March 24, 2010, at 3:00 p.m. Pacific Time. Additional information about the contemplated sale transaction is set forth in the attached Exhibit A, and a copy of the Purchase Agreement is attached as Exhibit B.

PLEASE TAKE FURTHER NOTICE that the Trustee has requested approval to sell substantially all of the Debtor's assets to Harlow Aerostructures LLC ("Harlow"), on the terms and subject to the conditions set forth in the Asset Purchase Agreement dated as of February 22, 2010 (the "Purchase Agreement"), if there are no higher and better offers from qualified bidders at the auction. Under the Purchase Agreement, Harlow has agreed to purchase substantially all of the assets used in Debtor's business for \$2,000,000, payable in cash on closing. The transferred assets include contracts to be designated by Harlow, all intellectual property, all equipment and certain other assets. The sale will be free and clear of all liens, interests and encumbrances.

PLEASE TAKE FURTHER NOTICE that the hearing on the proposed sale to Harlow or any higher and better bidder will be held on March 30, 2010, at 9:30 a.m. Pacific Time at the U.S. Bankruptcy Court for the District of Oregon, Courtroom No. 3, 1001 SW 5th Avenue, #700, Portland, Oregon 97204. Any objections to the proposed sale must be filed on or before 5:00 p.m. Pacific Time on March 22, 2010.

DATED: March 5, 2010

BALL JANIK LLP

By: /s/ David W. Criswell

David W. Criswell
101 SW Main Street, Suite 1100
Portland, OR 97204
Attorneys for Kenneth S. Eiler,
Chapter 11 Trustee

EXHIBIT A

The following information is provided to comply with LBR 2002-1(2)(A)-(G):

(a) The assets to be sold consist of substantially all of the assets of the Debtor.

(b) Harlow, or another entity owned and controlled by Harlow or Phillip Friedman for the purposes of acquiring the Debtor's assets, will be the buyer under the Purchase Agreement. Neither Harlow nor Mr. Friedman is related to or has any connections with the Debtor.

(c) A description of the Debtor's assets may be obtained by contacting David Criswell at telephone number (503) 228-2525 or by email at dcriswell@balljanik.com.

(d) The terms and conditions of submitting bids, conditions imposed on competing bidders, and the time, place and terms and conditions of the auction will be set forth in the Sale Procedures Order.

(e) The Debtor's bankruptcy schedules value the assets at approximately \$20,295,000. Except for the marketing efforts undertaken by the Trustee resulting in the Harlow offer, no other valuation of the assets has been conducted.

(f) The Trustee estimates that the sale will result in \$2 million or more in proceeds available to the estate. The Trustee believes the proposed sale is in the best interests of the estate for the following reasons: (i) the sale will preserve the Debtor's business enterprise as a going concern, albeit under new ownership; (ii) the sale may result in employment for some of the Debtor's former employees; (iii) the sale will result in a greater overall distribution to creditors in general than a piecemeal liquidation; and (iv) the Trustee faces an April 8, 2010 deadline to assume or reject the several leases pertaining to its Nelson Road, Bend, Oregon facility.

(g) The Trustee is proposing the sale in advance of approval of a plan of reorganization because (i) under the terms of the Purchase Agreement, Harlow has the right to terminate the Purchase Agreement if the sale does not close on or before April 1, 2010, and (ii) the Trustee faces an April 8, 2010 deadline to assume or reject the several non-residential real property leases at its Nelson Road, Bend location.

ASSET PURCHASE AGREEMENT

BETWEEN

**AIRCRAFT INVESTOR RESOURCES, LLC; EPIC AIR, LLC;
AND AIRCRAFT COMPLETION SERVICES, LLC
AS SELLER**

AND

**HARLOW AEROSTRUCTURES LLC
AS BUYER**

FEBRUARY 22, 2010

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this “**Agreement**”), dated as of February 22, 2010, is among Aircraft Investor Resources, LLC, a Nevada limited liability company (“**AIR**”), Epic Air, LLC, a Delaware limited liability company (“**Epic**”), Aircraft Completion Services, LLC, a Delaware limited liability company (“**ACS**”), and Harlow Aerostructures LLC, a Kansas limited liability company, or its affiliated nominee (the “**Buyer**”).

RECITALS

A. AIR is involved in the business of the design, manufacture and assembly of general aviation aircraft. AIR participates in the experimental aircraft market through its subsidiary Epic, which manufactures airframe kits, and ACS, which assists amateur builders in the assembly of aircraft. The aviation business generally carried on by AIR, Epic and ACS will be collectively referred to as the “**Business**”. AIR, Epic and ACS will be collectively referred to as the “**Seller**”.

B. The Seller carried on the Business at a manufacturing facility located at 22590 Nelson Road, Bend, OR 97701 (“the “**Nelson Road Facility**”). The Seller owns equipment, furniture and trade fixtures, tooling, molds, plugs, inventory, intellectual property, and miscellaneous intangible and tangible assets used in connection with the operation of the Business.

C. On September 10, 2009, AIR filed a voluntarily petition in bankruptcy under Chapter 11 in the United States Bankruptcy Court for the District of Nevada. Venue for the case was subsequently transferred to the District of Oregon, where the case is currently pending as No. 09-38458-rld11 (“**AIR Bankruptcy Case**”).

D. On October 16, 2009, ACS filed a voluntary petition in bankruptcy under Chapter 7 in the United States Bankruptcy Court for the District of Nevada. Venue for the case was subsequently transferred to the District of Oregon, where the case is currently pending as No. 10-31085-rld7 (“**ACS Bankruptcy Case**”).

E. On October 23, 2009, Epic filed a voluntary petition in bankruptcy under Chapter 7 in the United States Bankruptcy Court for the District of Delaware. Venue for the case was subsequently transferred to the District of Oregon, where the case is currently pending as No. 09-40041-rld7 (“**Epic Bankruptcy Case**”).

F. Pursuant to the AIR Bankruptcy Case, a Chapter 11 trustee has been appointed (the “**AIR Trustee**”). The AIR Trustee has filed a motion to consolidate the Epic Bankruptcy Case and the ACS Bankruptcy Case with the AIR Bankruptcy Case so as to substantively consolidate all three bankruptcy cases.

G. At the time of filing of the AIR Bankruptcy Case, certain aircraft owned by amateur builders were in various stages of construction at the Nelson Road Facility. Some of the

partially completed aircraft remain at the Nelson Road Facility. Such partially completed aircraft, owned by amateur builders, will be referred to as “**WIP**”.

H. The Trustee and LT Builders Group, LLC have entered into a term sheet dated January 6, 2010 regarding the filing of a reorganization plan providing for the purchase of AIR and the provision of interim financing (the “**LT Builder’s Offer**”). This Agreement is a competing offer to the LT Builder’s Offer and any other third party offers for the purchase of all or part of the Business.

I. The Buyer desires to acquire substantially all the assets used or useful, or intended to be used, in the operation of the Seller’s Business, and the Seller desires to sell such assets to the Buyer. The Buyer intends to acquire the assets through a purchase under Section 363(f) of the United States Bankruptcy Code, free and clear of any interest in such property of an entity other than the bankrupt estate.

AGREEMENT

The parties agree as follows:

SECTION 1. ASSETS PURCHASED; NO LIABILITIES ASSUMED

1.1 Assets Purchased. The Seller agrees to sell to the Buyer and the Buyer agrees to purchase from the Seller, on the terms and conditions set forth in this Agreement, the assets described on **Schedule 1.1** attached hereto and incorporated herein (the “**Assets**”).

1.2 No Liabilities Assumed. The Buyer will not assume and will not be liable for any liabilities of the Seller, known or unknown, contingent or absolute, accrued or other, and the Assets will be free of all liabilities, obligations, liens, and encumbrances. Without limiting the generality of the foregoing and except as otherwise provided above, the Buyer will not be responsible for any of the following:

(a) Liabilities, obligations, or debts of the Seller, whether fixed, contingent, or mixed and whether based on events occurring before or after the Closing, including without limitation those based on tort, contract, statutory, or other claims or involving fines or penalties payable to any governmental authority;

(b) Liabilities, obligations, or debts of the Seller for any federal, state, or local tax, penalty, fee, interest, assessment or any other related types of charges or obligations, including without limitation federal income taxes, penalties or fees, state income and excise taxes, penalties or fees, state and local real and personal property taxes, penalties or fees, and federal, state, and local withholding and payroll taxes, penalties or fees;

(c) Liabilities or obligations of the Seller to employees for salaries, bonuses, or health and welfare benefits or with respect to any profit-sharing, stock bonus, pension, retirement, stock purchase, option, bonus, or deferred compensation plan or for any other benefits or

compensation (including without limitation accrued vacation, severance or termination payment);

(d) Liabilities or obligations of Seller (including any entity in which Seller is a member or shareholder) under that certain lease agreement with ER1, LLC relating to the Nelson Road Facility or that certain Ground Lease with the City of Bend on which the Nelson Road Facility is sited.

(e) Liabilities or obligations associated with any aircraft or aircraft components manufactured by Seller or any liability or obligation associated with completion assistance provided to any amateur builder.

SECTION 2. EXCLUDED ASSETS

Excluded from this sale and purchase are the following:

2.1 Claims Against AIR Members or ER1, LLC. Except as set forth in clause (n) of Schedule 1.1, the Assets do not include, and the Seller specifically retains, any and all claims, demands or causes of action of any kind, known and unknown, under any legal theory, that Seller may have against (i) any of the members of AIR, Epic or ACS, or the members, officers, trustees, employees, or agents of such members, or their spouses, or any entity affiliated with such member; or (ii) ER1, LLC, or its members, officers, employees or agents, arising out of or resulting from any fact, circumstance or event occurring prior to the Closing; provided, however, that if any such fact, circumstance or event continues after the Closing, then any claim, demand or cause of action arising out of or resulting from the continuity or occurrence of such fact, circumstance or event after the Closing shall not be excluded from the sale and purchase of the Assets hereunder.

2.2 Farnborough Joint Venture. Except as set forth in clause (j) of Schedule 1.1, the Assets do not include, and Seller specifically retains, the interest of the Seller in the joint venture or co-development arrangement with Farnborough Aircraft Corporation, Limited.

2.3 Nelson Road Facility. The Assets do not include any leasehold or other possessory rights to the Nelson Road Facility, and Buyer shall be solely responsible, at Buyer's expense, for negotiating a lease for ongoing use of the Nelson Road Facility or removing the Assets from the Nelson Road Facility upon Closing.

SECTION 3. ALLOCATION OF PURCHASE PRICE

The Purchase Price will be allocated among the Assets in accordance with Schedule 3. Schedule 3 shall be prepared by the Buyer and shall be subject to the Seller's approval, which approval shall not be unreasonably withheld by Seller. The Buyer and the Seller will be bound by the allocation set forth in Schedule 3 in reporting the transactions contemplated by this Agreement to any governmental authority (including without limitation the Internal Revenue Service).

SECTION 4. PURCHASE PRICE

4.1 Purchase Price. The purchase price for the Assets (the “**Total Purchase Price**”) will be the sum of TWO MILLION US DOLLARS (USD \$2,000,000).

SECTION 5. PAYMENT OF PURCHASE PRICE

The Total Purchase Price will be payable as follows:

5.1 Earnest Money. The Earnest Money Deposit (as defined below) will be made as provided for in Section 5.3 and will be applied to the Total Purchase Price at Closing.

5.2 Remaining Balance. The remaining balance of the Total Purchase Price will be paid in cash at Closing.

5.3 Earnest Money. Within three (3) business days of the execution and delivery of this Agreement by Buyer and Seller, Buyer shall deliver by wire transfer to the law firm representing the AIR Trustee, to be held in such firm’s client trust account, as a deposit and partial payment for the Assets, the sum of Fifty Thousand US Dollars (USD \$50,000.00) (“**Earnest Money Deposit**”). Buyer acknowledges that such law firm does not represent Buyer and is not acting in the capacity as a neutral escrow agent (but solely as the AIR Trustee’s agent) in connection with the receipt of such Earnest Money Deposit.

5.4 Return of Earnest Money Deposit. The Earnest Money Deposit will be promptly returned to Buyer upon the earlier to occur of the following: (i) if the Closing has not occurred by April 1, 2010 and the failure to close is not due to the breach of this Agreement by Buyer, (ii) if the transaction contemplated by this Agreement is not approved in the AIR Bankruptcy Case, the Epic Bankruptcy Case and the ACS Bankruptcy Case, or the consolidated case; or (iii) written notice from Buyer to Seller that a condition precedent to Buyer’s obligations is not met and the Buyer in good faith determines that it will not or cannot be timely satisfied.

SECTION 6. OTHER AGREEMENTS

At the Closing, one or more of the parties will execute the following additional agreements (the “**Related Agreements**”): The Bill of Sale, substantially in the form attached as **Exhibit A**.

SECTION 7. SELLER’S REPRESENTATIONS AND WARRANTIES

Subject to, and except as disclosed by the Seller in the Schedule of Exceptions in a numbered paragraph that corresponds to the section for which disclosure is made, the Seller represents and warrants to the Buyer as follows:

7.1 Valid Organization. Each of AIR, Epic and ACS are limited liability companies duly organized under the laws of the state of their organization.

7.2 Authorization. The execution, delivery, and performance of this Agreement and all other agreements contemplated by this Agreement to which the AIR, Epic and ACS is a party have been duly authorized and approved. This Agreement and the Related Agreements, when executed and delivered by the parties thereto, will constitute the legal, valid, and binding obligation of each of AIR, Epic and ACS, as the case may be, enforceable against AIR, Epic and ACS, as the case may be, in accordance with their respective terms except as the enforceability thereof may be limited by the application of bankruptcy, insolvency, moratorium, or similar laws affecting the rights of creditors generally or judicial limits on the right of specific performance. Except as set forth on the Schedule of Exceptions and contingent upon approval of the transaction contemplated by this Agreement in the AIR Bankruptcy Case, the Epic Bankruptcy Case and the ACS Bankruptcy Case, or the consolidated case, the execution and delivery by each of AIR, Epic and ACS of this Agreement and the Related Agreements to which any of such entities are parties, and the fulfillment of and compliance with the respective terms hereof and thereof by the Seller, do not and will not (a) conflict with or result in a breach of the terms, conditions, or provisions of, or constitute a default under, any contract to which AIR, Epic or ACS is a party, (b) result in the creation of any lien, security interest, charge, or encumbrance on the Assets, (c) result in a violation of the charter or bylaws of any of AIR, Epic or ACS or any law, statute, rule, or regulation to which any of AIR, Epic or ACS is subject, or any order, judgment, or decree to which any of AIR, Epic or ACS is subject, or (d) require any authorization, consent, approval, exemption, or other action by or notice to any court or administrative or governmental body.

7.3 Brokers and Finders. The Seller has not employed any broker or finder in connection with the transactions contemplated by this Agreement, or taken action that would give rise to a valid claim against any party for a brokerage commission, finder's fee, or other like payment.

7.4 Transfer Not Subject to Encumbrances or Third-Party Approval. Except for approval of the court in the AIR Bankruptcy Case, the Epic Bankruptcy Case and the ACS Bankruptcy Case, or the consolidated case, the execution and delivery of this Agreement and the Related Agreements by the Seller, and the consummation of the contemplated transactions, will not result in the creation or imposition of any valid lien, charge, or encumbrance on any of the Assets, and will not require the authorization, consent, or approval of any third party, including any governmental subdivision or regulatory agency.

7.5 Intellectual Property. The Seller owns all its intellectual property set forth in Schedule 1.1 ("**Intellectual Property**") free and clear of all liens, claims, and encumbrances. To the extent that there is any claim that Intellectual Property is owned, or claimed to be owned, by (i) any of the members of AIR, Epic or ACS, or the members, officers, trustees, employees, or agents of such members, or their spouses, or any entity affiliated with such member, including without limitation Rick Schramek, Annette Elder, Quick-Turn Technologies, LLC, Quick-Turn Aerospace, LLC, or (ii) any employee, contractor, consultant or partner of AIR, Epic or ACS, including without limitation any joint venture partner or co-developer, Buyer will acquire the Intellectual Property free and clear of any such interests or claims of ownership under Section 363 of the United States Bankruptcy Code. To the Seller's knowledge, the Seller's use of its

Intellectual Property does not create any conflict with or infringe on any rights of any other person and no claims of conflict or infringement have been asserted against the Seller.

7.6 Title to and Condition of Assets.

7.6.1 The Seller owns (and at Closing the Buyer will acquire) all the Assets free and clear of all mortgages, pledges, security interests, options, claims, charges, or other encumbrances or restrictions of any kind.

7.6.2 The Seller has (and at Closing the Buyer will acquire) good and marketable title to the Assets.

7.7 Accuracy of Representations and Warranties. None of the representations or warranties of the Seller contain or will contain any untrue statement of a material fact or omit or will omit or misstate a material fact necessary in order to make statements in this Agreement not misleading.

SECTION 8. REPRESENTATIONS OF BUYER

The Buyer represents and warrants to the Seller as follows:

8.1 Corporate Existence. The Buyer is a limited liability company duly organized and legally existing under the laws of the state of Kansas. The Buyer has all requisite corporate or individual power and authority to enter into this Agreement and the Related Agreements and to perform its obligations under them.

8.2 Authorization. The execution, delivery, and performance of this Agreement and the Related Agreements have been duly authorized and approved by the Buyer. This Agreement and the Related Agreements constitute valid and binding agreements of the Buyer, enforceable in accordance with their terms, except as enforceability may be limited by bankruptcy, reorganization, insolvency, or similar laws affecting the enforcement of creditors' rights or by the application of general principles of equity.

8.3 Brokers and Finders. Buyer has not employed any broker or finder in connection with the transactions contemplated by this Agreement and has taken no action that would give rise to a valid claim against any party for a brokerage commission, finder's fee, or other like payment.

8.4 No Conflict with Other Instruments or Agreements. The execution, delivery, and performance by the Buyer of this Agreement and the Related Agreements will not result in a breach or violation of, or constitute a default under, the Buyer's Articles of Incorporation or Bylaws or any material agreement to which the Buyer is a party or by which the Buyer is bound.

8.5 No Governmental Consent or Violation of Laws. No consent or approval of, notice to, or filing with any governmental authority is required to be made by Buyer in order to permit Buyer to lawfully purchase the Assets, and Buyer's execution of this Agreement and

acquisition of the Assets will not result in a violation of any federal, state or local laws, rules or regulations applicable to Buyer.

8.6 Patriot Act Compliance.

8.6.1 Neither Buyer nor, to Buyer's knowledge, its affiliates, (A) is in violation of any laws relating to terrorism or money laundering or the Uniting and Strengthening America by Proving Appropriate Tools Required to Intercept and Obstruct Terrorism Action of 2001, Public Law 107-56 or Executive Order No. 13224 (Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism) (the "Executive Order") (collectively, the "Anti-Money Laundering and Anti-Terrorism Laws"); (B) is or has, directly or indirectly, acted on behalf of terrorists, terrorist organizations or narcotics traffickers, including those persons or entities that appear on the Annex to the Executive Order, or are included on any relevant lists maintained by the Office of Foreign Assets Control of U.S. Department of Treasury, U.S. Department of State, or other U.S. government agencies, all as may be amended from time to time; or (C) in any capacity in connection with the purchase of the Property (1) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any person included in the lists set forth in the preceding clause (B); (2) deals in, or otherwise engages in any transaction relating to any property or interests in property blocked pursuant to the Executive Order; or (3) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Money Laundering and Anti-Terrorism Laws.

8.6.2 Buyer understands and acknowledges that Seller may become subject to further anti-money laundering regulations, and agrees, at Seller's sole cost and expense, to cooperate reasonably to execute instruments, provide information, and perform any other acts as may reasonably be requested by Seller, for the purpose of: (A) carrying out due diligence as may be required by Applicable Law to establish Buyer's identity and source of funds; (B) maintaining records of such identities and sources of funds, or verifications or certifications as to the same; and (C) taking any other actions as may be required to comply with and remain in compliance with all Anti-Money Laundering and Anti-Terrorism laws and regulations applicable to Seller and Buyer; provided however, that Buyer shall not disclose the name of its limited partners.

8.6.3 Neither Buyer, nor any person controlling or controlled by Buyer, is a country, a territory, individual or entity named on a Government List, and the monies used in connection with this Agreement and amounts committed with respect thereto, were not and are not derived from any activities that contravene any applicable Anti-Money Laundering and Anti-Terrorism Laws or anti-bribery laws and regulations (including funds being derived from any person, entity, country or territory on a Government List or engaged in any unlawful activity defined under Title 18 of the United States Code, Section 1956(c)(7)). For purposes of this paragraph "Government List" means any of (A) the two lists maintained by the United States Department of Commerce (Denied Persons and Entities), (B) the list maintained by the United States Department of Treasury (Specially Designated Nationals and Blocked Persons), and

(C) the two lists maintained by the United States Department of State (Terrorist Organizations and Debarred Parties).

8.7 As-Is Purchase of Assets. Buyer has entered into this Agreement on the basis of its own examination, personal knowledge, and opinion of the value of the Assets, and Buyer has not relied on any representations made by Seller other than those specified in this Agreement. Buyer is acquiring the Assets in their “AS-IS, WHERE-IS” condition without any implied or express representation or warranty of any kind.

8.8 Accuracy of Representations and Warranties. None of the representations or warranties of the Buyer contain or will contain any untrue statement of a material fact or omit or will omit or misstate a material fact necessary in order to make the statements contained herein not misleading.

SECTION 9. COVENANTS OF SELLER

9.1 Access to Premises and Information. At reasonable times before the Closing, the Seller will provide the Buyer and its representatives with reasonable access during business hours to the assets, titles, contracts, and records of the Seller and furnish such additional information concerning the Business as the Buyer from time to time may reasonably request (to the extent such items and/or information are in the custody or control of the AIR Trustee or its agents).

9.2 Change of Name. At or after the Closing, upon the request of the Buyer, the Seller will take all action necessary or appropriate to permit the Buyer to legally commence using the name “Epic” and “Aircraft Completion Services”, and if required will change the names of Epic Air, LLC and Aircraft Completion Services, LLC and document such changes with the Secretary of State’s office in Delaware and Oregon.

9.3 Commercially Reasonable Efforts. The Seller will use commercially reasonable efforts to effectuate the transactions contemplated by this Agreement and the Related Agreements and to fulfill all the conditions of their obligations under this Agreement and the Related Agreements, and will do all commercially reasonable acts and things as may be required to carry out their respective obligations under this Agreement and the Related Agreements, provided, however, that the Buyer understands and acknowledges that the LT Builder’s Offer has been made and the Seller may consider and pursue that offer, and that under the requirements of the AIR Bankruptcy Case, the Epic Bankruptcy Case and the ACS Bankruptcy Case, or the consolidated case, the Seller and the AIR Trustee may be required to consider and address other competing offers. The Seller, through the AIR Trustee, agrees to submit a motion submitting this Agreement for approval under Section 363(f) of the United States Bankruptcy Code.

9.4 Expense Reimbursement. In the event the transaction contemplated by this Agreement is terminated for any reason other than a material breach of the terms of this Agreement by the Buyer, then the Seller will pay to the Buyer, in addition to the return of the Earnest Money Deposit, no later than three (3) business days after the date of such termination, as a “break-up fee” an amount (the “**Break-Up Fee**”) equal to the lesser of (a) an amount equal

to four percent (4%) of the Total Purchase Price and (b) the aggregate amount of the Buyer's actual out-of-pocket costs and expenses (including legal and accounting fees and expenses) incurred in connection with its due diligence investigation of the Seller, its preparation and negotiation of this Agreement and all other agreements, documents and instruments required to consummate the transactions contemplated herein. The Seller shall pay the Break-Up Fee by wire transfer of immediately available funds to a bank account designated in writing by the Buyer, and the Seller expressly acknowledges and agrees that the obligations of the Seller to pay the Break-up Fee shall survive the termination of this Agreement. Seller agrees to cause the AIR Trustee to seek approval of this fee as an administrative expense.

SECTION 10. COVENANTS OF BUYER

10.1 Commercially Reasonable Efforts. The Buyer will use commercially reasonable efforts to effectuate the transactions contemplated by this Agreement and the Related Agreements and to fulfill all the conditions of the Buyer's obligations under this Agreement and the Related Agreements, and will do all commercially reasonable acts and things as may be required to carry out the Buyer's obligations and to consummate this Agreement and the Related Agreements.

SECTION 11. CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS

The obligation of the Buyer to purchase the Assets is subject to the fulfillment, before or at the Closing, of each of the following conditions:

11.1 Representations, Warranties, and Covenants of Seller. All representations and warranties made in this Agreement by the Seller will be true in all material respects as of the Closing and the Seller will not have violated or will not have failed to perform in accordance with any covenant contained in this Agreement or the Related Agreements.

11.2 Licenses and Permits. The Buyer will have obtained all licenses and permits from public authorities necessary to authorize the ownership and operation of a business using the Assets.

11.3 Substantive Consolidation. The Epic Bankruptcy Case and the ACS Bankruptcy Case shall have been substantively consolidated with the AIR Bankruptcy Case.

11.4 Consent in the AIR Bankruptcy Case. The Seller will have obtained approval of the consummation of the transaction contemplated by this Agreement in the AIR Bankruptcy Case as a Section 363(f) sale, and such approval will not have required any change to the terms and conditions of this Agreement other than changes consented to in writing by the Buyer.

11.5 Buyer's Inspection of Assets. The Buyer will have inspected the Assets on or before the Closing Date and be satisfied, in the exercise of its sole and absolute discretion, that all tangible Assets owned by the Seller are complete, at the Nelson Road Facility and are in good condition.

The conditions set forth in this Section 11 are solely for the benefit of the Buyer and may be waived only by the Buyer. A waiver by the Buyer of any condition shall not relieve the Seller of any liability or obligation with respect to any representation, warranty, covenant or agreement of the Seller. Neither the Seller nor the Buyer will fail to act for the purpose of permitting or causing any condition to fail (except to the extent the Buyer, in its sole and absolute discretion, exercises its right to disapprove any items or matters).

SECTION 12. CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLER

The obligations of the Seller to consummate the transactions contemplated by this Agreement and the Related Agreements are subject to the fulfillment, before or at the Closing, of each of the following conditions:

12.1 Representation, Warranties, and Covenants of Buyer. All representations and warranties made in this Agreement by the Buyer will be true in all material respects as of the Closing, and the Buyer will have neither violated nor failed to perform in accordance with any covenant contained in this Agreement or the Related Agreements.

12.2 No Proceeding or Litigation. No action, suit, or proceeding before any court or any governmental or regulatory authority will have been commenced and be continuing, and no investigation by any governmental or regulatory authority will have been commenced and be continuing, and no action, investigation, suit, or proceeding will be threatened at the time of the Closing, against the Seller or the Buyer or any of their affiliates, associates, officers, or directors, seeking to restrain or prevent questioning the validity of the transactions contemplated by this Agreement or the Related Agreements.

12.3 Substantive Consolidation. The Epic Bankruptcy Case and the ACS Bankruptcy Case shall have been substantively consolidated with the AIR Bankruptcy Case.

12.4 Consent in the AIR Bankruptcy Case. The Seller will have obtained approval of the consummation of the transaction contemplated by this Agreement in the AIR Bankruptcy Case as a Section 363(f) sale, and such approval will not have required any change to the terms and conditions of this Agreement.

The conditions set forth in this Section 12 are solely for the benefit of the Seller and may be waived only by the Seller. A waiver by the Seller of any condition shall not relieve the Buyer of any liability or obligation with respect to any representation, warranty, covenant or agreement of the Buyer. Neither the Seller nor the Buyer will fail to act for the purpose of permitting or causing any condition to fail.

SECTION 13. INDEMNIFICATION AND SURVIVAL

13.1 Survival of Representations and Warranties. All representations and warranties made in this Agreement will survive the Closing of this Agreement. The representations and warranties in this Agreement will terminate two (2) years after the Closing, and such representations or warranties will thereafter be without force or effect, except for any

claim with respect to which notice has been given to the potentially indemnifying party before such expiration date.

13.2 Seller's Indemnification.

13.2.1 The Seller hereby agrees to indemnify, defend, and hold the Buyer, its successors, and assigns harmless from and against any and all claims, liabilities, obligations, costs, and expenses, including reasonable attorney fees, (collectively, "**Damages**") arising out of or related to:

(a) Any breach or inaccuracy of any representation or warranty of the Seller made in this Agreement or any Related Agreement; and

(b) Any failure by the Seller to perform any covenant required to be performed by it pursuant to this Agreement or any Related Agreement.

13.2.2 If any claim is asserted against the Buyer that would give rise to a claim by the Buyer against the Seller for indemnification under Section 13.2, then the Buyer will promptly give written notice to the Seller concerning such claim and the Seller will, at no expense to the Buyer, defend the claim.

13.3 Buyer's Indemnification. The Buyer agrees to defend, indemnify, and hold harmless the Seller from and against all Damages arising out of or related to:

(a) Any breach or inaccuracy of any representation or warranty of the Buyer made in this Agreement; and

(b) Any failure by the Buyer to perform any covenant required to be performed by it pursuant to this Agreement.

SECTION 14. CLOSING

14.1 Time and Place. This Agreement will be closed at the offices of Ball Janik LLP, at 101 SW Main, Ste. 1100, Portland, OR 97204, within ten (10) business days after approval of the consummation of the transaction contemplated by this Agreement in the AIR Bankruptcy Case as a Section 363(f) sale, or at such other time as the parties may agree in writing (the "**Closing**").

14.2 Obligations of Seller at Closing. At the Closing, the Seller will deliver to the Buyer the following:

(a) Bills of sale, assignments, properly endorsed certificates of title, and other instruments of transfer, in form and substance reasonably satisfactory to counsel for the Buyer, necessary to transfer and convey all of the Assets to the Buyer;

(b) Possession of the Assets; and

(c) Such other certificates and documents as may be called for by the provisions of this Agreement.

14.3 Buyer's Obligations at Closing. At the Closing, the Buyer will deliver to the AIR Trustee the following:

(a) A cashier's check, certified check, or wire transfer in the amount of the remaining balance of the Total Purchase Price specified in Section 4.1; and

(b) Such other certificates and documents as may be called for by the provisions of this Agreement.

SECTION 15. TERMINATION OF AGREEMENT

15.1 Right of Parties to Terminate.

15.1.1 This Agreement may be terminated by the Buyer, by written notice to the Seller, if:

(a) Any of the conditions set forth in Section 11 have not been fulfilled or waived in writing by Buyer; or

(b) The Seller breaches any of its obligations under this Agreement in any material respect.

15.1.2 This Agreement may be terminated by the Seller, by written notice to the Buyer, if:

(a) Any of the conditions set forth in Section 12 have not been fulfilled or waived in writing by Buyer; or

(b) The Buyer breaches any of its obligations under this Agreement in any material respect.

15.1.3 This Agreement may be terminated by the Buyer, by written notice to the Seller, if the Closing fails to occur on or before April 1, 2010; however, the right of the Buyer to terminate this Agreement under this Section 15.1.3 will not be available if the Buyer's failure to fulfill or perform any obligation under this Agreement has been the cause of, or resulted in, the failure of the Closing to occur on or before such date.

15.1.4 This Agreement may be terminated by the Buyer or the Seller, by written notice to the other, if, at or prior to the Bankruptcy Court hearing approving the sale of the Assets in accordance with the terms of this Agreement, an alternative bid for the purchase of the Assets, or the competing LT Builder's Offer, is accepted or approved by the Bankruptcy Court.

15.2 Effect of Termination. If either the Buyer or the Seller decides to terminate this Agreement pursuant to Section 15.1, such party will promptly give written notice to the other party to this Agreement of such decision. In the event of a termination of this Agreement, the parties to this Agreement will be released from all liabilities and obligations arising under this Agreement with respect to the matters contemplated by this Agreement, other than (i) for damages arising from a breach of this Agreement; (ii) the obligation to return the Earnest Money Deposit, under the terms described in Section 5.4; and (iii) liability for the expense reimbursement under the terms described in Section 9.4.

SECTION 16. MISCELLANEOUS PROVISIONS

16.1 Assignment; Binding Effect. Buyer may not assign this Agreement without Seller's prior written consent. Notwithstanding the foregoing, Buyer may contemplate assigning its interest in this Agreement to one or more affiliated entities, and Seller will not unreasonably withhold consent to any such assignment(s) so long as Buyer's affiliated assignee(s) assume in writing Buyer's obligations hereunder, including, without limitation, the representations and warranties of Buyer herein. No assignment shall release Buyer of its obligations or liabilities under this Agreement. This Agreement will be binding on and inure to the benefit of the parties and their respective successors, and permitted assigns.

16.2 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or will be construed to confer on any person, other than the parties to this Agreement, any right, remedy, or claim under or with respect to this Agreement.

16.3 Notices. All notices and other communications under this Agreement must be in writing and will be deemed to have been given if delivered personally, mailed by certified mail, or delivered by an overnight delivery service (with confirmation) to the parties at the following addresses (or at such other address as a party may designate by like notice to the other party):

To Seller: Kenneth S. Eiler PC
 Chapter 11 Trustee
 PMB 810
 515 NW Saltzman Rd.
 Portland, OR. 97229

With a copy to: David Criswell
 Ball Janik LLP
 101 SW Main, Ste. 1100
 Portland, OR 97204

To Buyer: Phillip C. Friedman
 Harlow Aerostructures LLC
 1501 South McLean Boulevard
 Wichita, KS 67213

With a Copy to: Kenneth R. Benbassat

Loeb & Loeb LLP
10100 Santa Monica Boulevard, Suite 2200
Los Angeles, CA 90067

Any notice or other communication will be deemed to be given (a) on the date of personal delivery, (b) at the expiration of the 3rd day after the date of deposit in the United States mail, or (c) on the date of confirmed delivery by overnight delivery service.

16.4 Amendments. This Agreement may be amended only by an instrument in writing executed by all the parties, which writing must refer to this Agreement.

16.5 Construction. The captions used in this Agreement are provided for convenience only and will not affect the meaning or interpretation of any provision of this Agreement. All references in this Agreement to "Section" or "Sections" without additional identification refer to the Section or Sections of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Whenever the words include or including are used in this Agreement, they will be deemed to be followed by the words without limitation.

16.6 Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement.

16.7 Scanned or Facsimile Signatures. Facsimile transmission or electronic transmission of a scan of any signed original document, and retransmission of any signed facsimile transmission or electronic transmission of a scan, will be the same as delivery of an original. At the request of any party, the parties will confirm facsimile or electronically transmitted signatures by signing an original document.

16.8 Further Assurances. Each party agrees (a) to execute and deliver such other documents and (b) to do and perform such other acts and things, as any other party may reasonably request, to carry out the intent and accomplish the purposes of this Agreement.

16.9 Time of Essence. Time is of the essence with respect to all dates and time periods set forth or referred to in this Agreement.

16.10 Expenses. Except as provided in Section 9.4, each party to this Agreement will bear the party's own expenses in connection with the preparation, execution, and performance of this Agreement and the transactions contemplated by this Agreement.

16.11 Waiver. Any provision or condition of this Agreement may be waived at any time, in writing, by the party entitled to the benefit of such provision or condition. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

16.12 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of Oregon, without regard to conflict-of-laws principles.

Any disputes arising hereunder shall be heard by the U.S. Bankruptcy Court for the District of Oregon.

16.13 Attorney Fees. If any arbitration, suit, or action is instituted to interpret or enforce the provisions of this Agreement, to rescind this Agreement, or otherwise with respect to the subject matter of this Agreement, the party prevailing on an issue will be entitled to recover with respect to such issue, in addition to costs, reasonable attorney fees incurred in the preparation, prosecution, or defense of such arbitration, suit, or action as determined by the arbitrator or trial court, and if any appeal is taken from such decision, reasonable attorney fees as determined on appeal.

16.14 Schedules and Exhibits. The schedules and exhibits referenced in this Agreement are part of this Agreement as if fully set forth in this Agreement.

16.15 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision and this Agreement shall be modified, construed and enforced as if such invalid, illegal or unenforceable provisions had never been contained herein so long as the purpose of the contract and the intent of the parties can be realized; provided, if the invalid, illegal or unenforceable clause can instead be modified to make it valid, legal and enforceable to partially realize its objective, the clause shall instead be so modified.

16.16 Entire Agreement. This Agreement (including the documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.

16.17 Bankruptcy Court Approval. Notwithstanding any other provision of this Agreement to the contrary, this Agreement is expressly contingent upon entry of an Order from the Bankruptcy Court approving the sale of the Assets in accordance with the terms of this Agreement. Buyer acknowledges that the sale of the Assets will be subject to notice and overbid requirements. If there is an overbid, Buyer shall have the right, but not the obligation, to participate in any further bid proceeding. In the event the Bankruptcy Court does not approve the sale of the Assets in accordance with the terms of this Agreement including the purchase price, and Buyer has complied with all terms and conditions of this Agreement, then the Earnest Money shall be returned to Buyer and, except as otherwise provided in Section 9.4 of this Agreement, the parties shall have no liability to one another arising out of this Agreement or proposed transaction. In the event of a bidding procedure, any bid by Buyer, apart from this Agreement, shall be on the terms set by the Seller at the time of bidding. THE PARTIES ARE AWARE THAT THE SELLER MAY SELL THE ASSETS ONLY AFTER APPROVAL OF THE U.S. BANKRUPTCY COURT AS TO THIS SALE AND ITS TERMS. THE PARTIES AGREE THAT THIS SALE IS CONTINGENT UPON RECEIVING SUCH APPROVAL FROM THE U.S. BANKRUPTCY COURT.

[Remainder of Page Left Blank]

The parties enter into this Agreement as of the date first written above.

Seller:
Aircraft Investor Resources, LLC
By: Kenneth S. Eiler, PC
Chapter 11 Trustee
No. 09-38458-rld11

By: _____
Kenneth S. Eiler, Trustee

Epic Air, LLC
By: Kenneth S. Eiler, PC
Chapter 11 Trustee
No. 09-38458-rld11

By: _____
Kenneth S. Eiler, Trustee

Aircraft Completion Services, LLC
By: Kenneth S. Eiler, PC
Chapter 11 Trustee
No. 09-38458-rld11

By: _____
Kenneth S. Eiler, Trustee

Buyer:
Harlow Agrostructures LLC

By: 
Phillip C. Friedman, Chief Executive Officer

Schedules:

- Schedule 1.1 – Assets
- Schedule 3 – Allocation of Purchase Price
- Schedule of Exceptions

Exhibits:

- A – Form of Bill of Sale

The parties enter into this Agreement as of the date first written above.

Seller:

Aircraft Investor Resources, LLC

By: Kenneth S. Eiler, PC

Chapter 11 Trustee

No. 09-38458-rld11

By:


Kenneth S. Eiler, Trustee

Epic Air, LLC

By: Kenneth S. Eiler, PC

Chapter 11 Trustee

No. 09-38458-rld11

By:


Kenneth S. Eiler, Trustee

Aircraft Completion Services, LLC

By: Kenneth S. Eiler, PC

Chapter 11 Trustee

No. 09-38458-rld11

By:


Kenneth S. Eiler, Trustee

Buyer:

Harlow Aerostructures LLC

By:

Phillip C. Friedman, Chief Executive Officer

Schedules:

Schedule 1.1 – Assets

Schedule 3 – Allocation of Purchase Price

Schedule of Exceptions

Exhibits:

A – Form of Bill of Sale

The parties enter into this Agreement as of the date first written above.

Seller:

Aircraft Investor Resources, LLC

By: Kenneth S. Eiler, PC

Chapter 11 Trustee

No. 09-38458-rld11

By:

Kenneth S. Eiler, Trustee

Epic Air, LLC

By: Kenneth S. Eiler, PC

Chapter 11 Trustee

No. 09-38458-rld11

By:

Kenneth S. Eiler, Trustee

Aircraft Completion Services, LLC

By: Kenneth S. Eiler, PC

Chapter 11 Trustee

No. 09-38458-rld11

By:

Kenneth S. Eiler, Trustee

Buyer:

Harlow Aerostructures LLC

By:

Phillip C. Friedman, Chief Executive Officer

Schedules:

Schedule 1.1 – Assets

Schedule 3 – Allocation of Purchase Price

Schedule of Exceptions

Exhibits:

A – Form of Bill of Sale

**SCHEDULE 1.1
ASSETS PURCHASED**

(a) All equipment, furniture, trade fixtures, tooling, molds, plugs, hand tools and other tangible personal property owned by the Seller, wherever located, including without limitation all of such property at the Nelson Road Facility other than WIP on the Closing Date;

(b) All inventories of supplies, raw materials, parts, and finished goods inventory owned by the Seller, including without limitation all of such property at the Nelson Road Facility other than WIP on the Closing Date;

(c) All of Seller's correspondence, engineering records, plant records, purchasing records, material or component testing information, customer lists, customer agreements, vendor agreements, maintenance records, construction logs, equipment or aircraft servicing records and all other similar business records and files, including all electronic files on Seller's server held by the Trustee, including without limitation all of such property at the Nelson Road Facility other than WIP on the Closing Date;

(d) All of Seller's intangible intellectual property, including all aircraft designs (LT, Dynasty, Elite, Escape, Victory, Polar, Genesis, Elegance Twin and any other aircraft or aircraft component design created by the Seller), engineering work product, tooling technology, manufacturing processes and technology, copyrighted material, branding, drawings, and photographic images, and any intellectual property owned by Seller derived from any joint venture in which Seller was a participant;

(e) The Seller's rights and goodwill in the name and branding known as "LT" "Epic LT", "Dynasty", "Epic Dynasty", "Epic", "Elite", "Epic Elite", "Victory", "Epic Victory", "Escape", "Epic Escape", "Polar", "Genesis" and "Elegance Twin";

(f) All patents, trademarks, trade names, copyrights, service marks, and domain names of the Seller used in the operation of the Business, all registrations for them, all applications pending for them, and all other proprietary rights and intangible property of the Seller not covered by subsections (d) and (e), including trade secrets, inventions, technology, software, operating systems, customer relationships, customer understandings, drawings, blueprints, know-how, formulae, slogans, processes, and operating rights and all other similar items and all such items owned or acquired by the Seller or coming into existence on or before the Closing Date;

(g) To the extent transferable, all approvals, entitlements, authorizations, consents, licenses, permits, franchises, tariffs, orders, and other registrations of any federal, state, or local court or other governmental department, commission, board, bureau, agency, or instrumentality held by the Seller and required, useful or appropriate for the conduct of the Business and all such items granted or received on or before the Closing Date;

(h) All rights and benefits of Seller to enforce nondisclosure agreements, confidentiality agreements or similar agreements of which AIR, Epic or ACS was a party relating to the protection of confidential information and trade secrets.

(i) All interest, legal or equitable, of the Seller in the joint venture with Larry Carter, including any interest in RL4U, LLC, and including any rights of the Seller in the Victory or Escape aircraft and related intellectual property.

(j) All of Seller's rights in and to the cross-license to use all existing intellectual property relating to the common elements of the Epic and F1 prototype(s), and all other rights

and benefits awarded to the respondent, subject to all restrictions and limitations as provided for therein, as awarded in that certain Arbitrator's Findings and Award in Case No. 05-1202-2, Farnborough Aircraft Corporation, Limited v. Aircraft Investors Resources, LLC and Rick Schramek, including all supplemental orders.

(k) All interest, legal or equitable, of the Seller in Tam Air, Inc. and the joint venture or co-development arrangement with Tbilaviamsheni Ltd.

(l) All interest, legal or equitable, of the Seller in Aircraft Resources Canada, Ltd.

(m) To the extent assignable, all of the Seller's rights under all supply contracts to which the Seller is a party, subject to the Buyer having the right to accept or reject each of such contracts and, with respect to each contract which the Buyer accepts, the Buyer shall be liable for all cure obligations (pursuant to Section 365 of the United States Bankruptcy Code) with respect thereto.

(n) All of the Seller's claims, demands and causes of action, if any, with respect to any tangible Assets (i) taken or seized prior to the Closing by any of the members of AIR, Epic or ACS, or any of the members, officers, trustees, employees, or agents of such members, or their spouses, or any entity affiliated with such member, including without limitation Rick Schramek, Annette Elder, Quick-Turn Technologies, LLC and Quick-Turn Aerospace, LLC, or (ii) transferred by, under the direction of or to any of the foregoing individuals or entities prior to the Closing.

**SCHEDULE 3
ALLOCATION OF THE PURCHASE PRICE**

[to be provided]

SCHEDULE OF EXCEPTIONS

Exhibit A

BILL OF SALE

Pursuant to that certain Asset Purchase Agreement dated _____, 2010 (the "Agreement"), AIRCRAFT INVESTOR RESOURCES, LLC; EPIC AIR, LLC; AND AIRCRAFT COMPLETION SERVICES, LLC ("Seller"), hereby grants, sells and delivers to _____ ("Buyer"), all of the Assets described in the Agreement, including the equipment, furnishings, trade fixtures and other personal property described on the attached Exhibit A. Capitalized terms not otherwise defined in this Bill of Sale shall have the meanings set forth in the Agreement, which is incorporated herein by reference.

Except for representations and warranties of Seller expressly set forth in the Agreement, Seller is selling the Assets "AS-IS, WHERE-IS" and hereby disclaims all warranties, express or implied, including the implied warranties of merchantability and fitness for a particular purpose.

DATED this ____ day of _____, 2010.

Aircraft Investor Resources, LLC
By: Kenneth S. Eiler, PC
Chapter 11 Trustee
No. 09-38458-rld11

By: _____
Kenneth S. Eiler, President

Epic Air, LLC
By: Kenneth S. Eiler, PC
Chapter 11 Trustee
No. 09-38458-rld11

By: _____
Kenneth S. Eiler, President

Aircraft Completion Services, LLC
By: Kenneth S. Eiler, PC
Chapter 11 Trustee
No. 09-38458-rld11

By: _____
Kenneth S. Eiler, President