

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

In re:)	
)	
ADAM AIRCRAFT INDUSTRIES, INC.)	Case No. 08-11751 MER
EIN: 161643299,)	Chapter 7
)	
Debtor.)	

NOTICE OF SALE

Jeffrey A. Weinman, as Chapter 7 Trustee for the Adam Aircraft Industries, Inc. bankruptcy estate (the "Trustee"), states to the Court as follows:

1. On March 10, 2008, the Court entered its Order Granting Motion for Orders: (A) Authorizing and Scheduling an Auction to Solicit Bids for the Sale of Substantially All Assets of Debtor's Bankruptcy Estate, Free and Clear of Liens, Claims, Interests and Encumbrances; (B) Approving Bid and Auction Procedures; (C) Scheduling a Hearing to Consider Approval of the Sale; and (D) Establishing the Form and Manner of Notice (the "Sale Order").

2. The Sale Order approved, among other things, bidding procedures requiring any person or entity desiring to purchase the assets of the Debtor to submit a bid ("Bid") prior to 5:00 p.m., Mountain Time, on April 3, 2008 (the "Bid Deadline").

3. The Trustee received one qualified Bid by the Bid Deadline. A copy of the executed Asset Purchase Agreement is attached hereto as **Exhibit A**.

4. A final hearing to approve the Sale Motion is scheduled for **10:00 a.m. on April 9, 2008**. Pursuant to the Sale Order, any objections to the final approval of the Sale Motion must be filed and served no later than **April 7, 2008**.

Dated this 4th day of April, 2008.

LINDQUIST & VENNUM P.L.L.P.

By: 
/s/ Theodore J. Hartl

John C. Smiley, #16210

Harold G. Morris, Jr. #8409

Harrie F. Lewis, #10972

Theodore J. Hartl, #32409

600 17th Street, Suite 1800 South

Denver, CO, 80202-5441

Telephone: (303) 573-5900

Facsimile: (303) 573-1956

Email: jsmiley@lindquist.com

Counsel for Jeffrey A. Weinman, Chapter 7 Trustee

EXHIBIT A

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "**Agreement**") is entered into as of the 4th day of April 2008, by and between JEFFREY A. WEINMAN ("**Seller**"), in his capacity as Trustee for the bankruptcy estate of ADAM AIRCRAFT INDUSTRIES, INC. ("**Debtor**") in Bankruptcy Case No. 08-11751 MER ("**Bankruptcy Case**"), filed February 15, 2008 ("**Petition Date**"), and pending in the United States Bankruptcy Court for the District of Colorado ("**Bankruptcy Court**"); and AAI Acquisition, Inc., a Delaware corporation ("**Purchaser**").

WITNESSETH:

A. Debtor was engaged in the business of designing, manufacturing and selling advanced aircraft and/or parts and other items related thereto (the "**Business**").

B. Since the filing of the Bankruptcy Case, Seller has continued to operate the Business on a limited basis pursuant to Section 721 of Title 11, U.S.C. (the "**Bankruptcy Code**") and as authorized by the Bankruptcy Court.

C. Pursuant to the Sale Procedures Order (defined below), Seller requested bids for the purchase of substantially all the assets of Debtor's bankruptcy estate and thereafter determined Purchaser to be the Successful Offeror.

D. Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, the Acquired Assets (as hereinafter defined) on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, Seller and Purchaser hereby agree as follows:

ARTICLE 1 DEFINITIONS

Unless otherwise stated in this Agreement, the following terms shall have the following meanings, the following definitions to be equally applicable to both the singular and plural forms of any of the terms herein defined:

"Active Employees": All employees employed by Seller on the Closing Date including employees on temporary leave of absence, including family medical leave, military leave, temporary disability or sick leave, but excluding employees on long-term disability leave.

"Accounts Receivable": All Debtor's trade accounts receivable and other rights to payment from customers of Debtor and the full benefit of all security for such accounts or rights to payment, including all trade accounts receivable representing amounts receivable in respect of goods shipped or products sold or services rendered to Debtor's customers, all Debtor's other



accounts, credit card receivables and notes receivable and the full benefit of all security for such accounts, credit card receivables or notes, and any claim, remedy or other right related to any of the foregoing.

“Acquired Assets”: As defined in Section 2.1.

“Assigned Contracts”: As defined in Section 2.1.

“Assigned Leases”: As defined in Section 2.1.

“Assumed Liabilities”: As defined in Section 2.3(a).

“Approvals”: All consents and approvals required or contemplated to be obtained by Seller in connection with the Transaction, including, without limitation, any consents and approvals from state and federal regulatory agencies and entry of the Sale Approval Order by the Bankruptcy Court and any other approvals, including any approvals of airport authorities, required for the assignment to Purchaser of, or for Purchaser to continue the Business (as conducted prior to the Petition Date) not in breach of, the Assigned Leases and Assigned Contracts.

“Avoidance Actions”: All actions and rights of action under Bankruptcy Code §§ 544, 545, 546, 549 and 553(b), all preference claims pursuant to Bankruptcy Code § 547, all fraudulent transfer claims pursuant to Bankruptcy Code §§ 544 or 548, whether or not asserted or pending on the Closing Date.

“Bill of Sale”: As defined in Section 4.2.

“Closing”: As defined in Section 4.1.

“Closing Date”: As defined in Section 4.1.

“Closing Deadline”: 5:00 p.m., Denver time, on April 16, 2008. Seller may, in his discretion, or in the event of any stay of the effectiveness of the Sale Approval Order or other circumstances not within the parties’ control shall be required to, extend the Closing Deadline, but in no event shall the Closing Deadline be later than April 30, 2008.

“Cure Obligations”: As defined in Section 2.3(a).

“Deposit”: As defined in Section 3.1.

“Excluded Assets”: As defined in Section 2.2.

“Final Accepted Offer”: As defined in the Sale Procedures Order.

“Hired Active Employees”: As defined in Section 5.1(a).

“Governmental Body”: Any court or any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign.

Handwritten signatures in the bottom right corner of the page.

“Intellectual Property”: As defined in Section 2.1.

“Legal Requirement”: All applicable federal, state, local and foreign laws (statutory and administrative), ordinances, regulations and orders.

“Liabilities”: Any liability, indebtedness, obligation, commitment, expense, claim, guaranty or endorsement of or by any Person of any type, whether accrued, absolute, contingent, matured, unmatured or other.

“Lien”: A charge against or interest in property to secure payment of a debt or performance of an obligation.

“Liens, Liabilities, Claims and Interests”: Any and all Liens (including, without limitation, mechanics’, materialmen’s and other consensual and non-consensual Liens and statutory Liens), security interests, easements, encumbrances, claims, equity interests, reclamation claims, mortgages, pledges, restrictions, hypothecations, charges, indentures, loan agreements, instruments, leases, licenses, options, rights of first refusal, contracts, offsets, recoupment, rights of recovery, judgments, orders, claims for reimbursements, contribution, indemnity or exoneration, and decrees of any court or foreign or domestic governmental entity, interest, products liability, alter-ego, environmental, successor liability, tax and other Liabilities and claims, to the fullest extent of the law, in each case whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, or known or unknown, whether arising prior to, on, or subsequent to the Petition Date, whether imposed by agreement, understanding, law, equity or otherwise, except any of the above for the benefit of Purchaser or those that, upon the Transaction contemplated herein taking place, will be to the benefit of Purchaser.

“Non-Assumed Liabilities”: As defined in Section 2.3.

“Operative Documents”: This Agreement, the Bill of Sale, the Patent Assignment, the Trademark Assignment and all other instruments and documents to be executed and delivered by Seller or Purchaser at or before Closing pursuant to this Agreement.

“Patent Assignment”: As defined in Section 4.2.

“Permitted Lien”: (a) statutory Liens for taxes, assessments or other governmental charges not yet due and payable as of the Closing Date; and (b) Liens, Liabilities, Claims and Interests which are created by Purchaser.

“Person”: An individual, partnership, joint venture, corporation, limited liability company, bank, trust, unincorporated organization and/or a Governmental Body.

“Purchase Price”: As defined in Section 3.1.

“Purchaser Documents”: This Agreement and the other Operative Documents to be executed and delivered by Purchaser.

Handwritten signatures in black ink, appearing to be initials or a name, located in the bottom right corner of the page.

“Sale Approval Order”: The order conforming to the requirements of Section 10.4 entered by the Bankruptcy Court, which authorizes Seller to enter into and consummate this Agreement and the other Operative Documents, transfer the Acquired Assets free and clear of Liens, Liabilities, Claims and Interests, other than Permitted Liens, and approves the Transaction.

“Sale Procedures Order”: The order entered by the Bankruptcy Court on March 10, 2008 approving the bid procedures for the sale and purchase of the Acquired Assets.

“Seller Documents”: This Agreement and the other Operative Documents to be executed and delivered by Seller. It is agreed and understood that, aside from express warranties set forth in this Agreement, no Seller Documents shall contain any warranty of any kind, respecting title or any other matter, whether express or implied.

“Temporary Leases and Contracts”: Leases and contracts listed in Schedule 8.2 (as they may be extended or renewed, as applicable).

“Temporary Lease End Date”: As defined in Section 8.2.

“Trademark Assignment”: As defined in Section 4.2.

“Transaction”: The sale and purchase of the Acquired Assets as contemplated by this Agreement.

“Transition End Date”: May 30, 2008, provided that Purchaser may, by notice to Seller, extend the Transition End Date until June 14, 2008, provided that, in addition to rent, Purchaser shall be responsible for payment of premiums for liability insurance for such extension period.

ARTICLE 2 ACQUIRED ASSETS; ASSUMED LIABILITIES

2.1 Agreement to Purchase and Sell. On the terms and subject to the conditions set forth in this Agreement, Seller agrees to sell, assign, transfer, convey and deliver, or cause to be sold, assigned, transferred, conveyed and delivered, to Purchaser on the Closing Date, and Purchaser agrees to purchase from Seller on the Closing Date, free and clear of all Liens, Liabilities, Claims and Interests other than Permitted Liens and Assumed Liabilities (as hereinafter defined), all Seller’s and Debtor’s right, title, and interest in and to the following assets, properties, rights, privileges and claims used, usable and/or useful in or related to the Business, whether real, personal or mixed, tangible or intangible, absolute or contingent, and wherever located (other than the **Excluded Assets** (as hereinafter defined))(such assets being conveyed are hereinafter collectively referred to as the **“Acquired Assets”**):

(a) all inventory, supplies, and raw materials, including production aircraft, prototype aircraft, mock-up aircraft and partially built aircraft;

(b) all equipment, machinery, furniture, fixtures, computer equipment, spare parts, and tools;



(c) all software and databases, as well as related licenses;

(d) all foreign and domestic patents, patent applications, trademarks, trademark applications, servicemarks, servicemark applications and copyrights including, without limitation, the patents, patent applications, trademarks and trademark applications described on **Schedule 2.1(d)** hereto, all rights to pursue patent infringement and other similar claims, all trade names, domain names and trade secrets, all confidential and proprietary business information, all licenses, all financial and marketing business data, pricing and cost information, business and marketing plans, customer and suppliers lists, and all other intellectual property (the "**Intellectual Property**");

(e) all goodwill and other intangible assets associated with the Business, including the goodwill associated with the Intellectual Property;

(f) all of Seller's and Debtor's right, title and interest under the leases (including with respect to any leasehold improvements) listed on **Schedule 2.1(f)** hereto, as such Schedule may be modified pursuant to Section 2.5 (the "**Assigned Leases**"), said Assigned Leases to be assumed and assigned pursuant to Section 365 of the Bankruptcy Code;

(g) all of Seller's and Debtor's right, title and interest under the contracts listed on **Schedule 2.1(g)** hereto, as such Schedule may be modified pursuant to Section 2.5 (the "**Assigned Contracts**"), said Assigned Contracts to be assumed and assigned pursuant to Section 365 of the Bankruptcy Code;

(h) to the extent assignable, all permits (including all Approvals, authorizations, licenses, orders, registrations, certificates, variances, exemptions and other similar permits or rights), obtained from any Governmental Body and all pending applications therefor;

(i) any rights under or pursuant to all warranties, representations and guarantees including those made by suppliers, manufacturers and contractors to the extent relating to products sold, or services provided, to the extent affecting any Acquired Assets (including rights of payment for breach thereof), other than any warranties, representations and guarantees to the extent pertaining to any Excluded Assets or those issued, made or granted by Debtor;

(j) all rights or causes of action arising out of occurrences that take place after the date of this Agreement, whether before or after the Closing (as defined herein), and related to the Acquired Assets, and all rights to insurance and condemnation proceeds relating to the damage, destruction, taking or other impairment of the Acquired Assets which damage, destruction, taking or other impairment occurs after the date of this Agreement on or prior to the Closing; provided, however, that all Avoidance Actions shall constitute Excluded Assets;

(k) all books, records, ledgers, files, documents (including originally executed copies of written contracts), customer and supplier lists, correspondence, memoranda, forms, lists, documents relating to the Intellectual Property, advertising and promotional materials, studies, reports, sales and purchase correspondence, photographs, quality control records and procedures, equipment maintenance records, manuals and warranty information, research and

Handwritten signature and initials in the bottom right corner of the page.

development files, financial models, in each case, whether in hard copy or magnetic or electronic format and in each instance, subject to Seller's rights under Section 9.4 hereof;

(l) all rights and causes of action arising out of Debtor's and Seller's confidentiality, non-disclosure, non-compete and/or similar agreements and arrangements, if any, with any of its employees, former employees, Governmental Bodies and business and/or other counterparties (provided that nothing herein shall be interpreted to make any Liabilities of Debtor or Seller under such agreements Assumed Liabilities); and

(m) all other assets, rights and tangible and intangible items owned by Debtor immediately prior to the Petition Date, including but not limited to those listed in Schedule B - Personal Property of the Schedules of Assets and Liabilities filed with the United States Bankruptcy Court for the District of Colorado in Case No. 08-11751 at Docket Number 57 (to the extent Seller or Debtor has any right, title or interest thereto), except in each case for the Excluded Assets.

2.2 Assets Not to be Conveyed. Notwithstanding Section 2.1, the parties agree that the Acquired Assets do not and shall not include the following (the "**Excluded Assets**"):

(a) all cash and cash equivalents;

(b) all bank accounts, deposit accounts, lockbox accounts, securities accounts and other accounts, including the Flexible Spending/Health Reimbursement Account at Vectra Bank, account No. 5110808991;

(c) all accounts (other than books and records), Accounts Receivable, rights to payment, promissory notes, payment or negotiable documents or instruments;

(d) all credits, prepaid expenses, deferred charges, advance payments, security deposits and deposits owned, used or held for use, other than such assets under Assigned Leases, Assigned Contracts or software licenses;

(e) except as provided under Paragraph 2.1(j), all rights and claims under all insurance policies or pursuant to applicable law or order of the Bankruptcy Court and the Seller's rights to the proceeds thereof;

(f) all Avoidance Actions;

(g) (i) all books and records related to the Excluded Assets and Non-Assumed Liabilities, and (ii) records of the Bankruptcy Case;

(h) all executory contracts and unexpired leases other than the Assigned Contracts and Assigned Leases;

(i) all trust funds and contracts relating to any employee benefit plans;

(j) all tax claims, tax refunds, and tax attributes;

Handwritten signature and initials in the bottom right corner of the page.

(k) all legal rights and causes of action, and all defenses, rights of setoff, rights of recoupment, rights of contribution, and equitable rights and remedies arising out of occurrences that took place on or prior to the date of this Agreement other than to the extent specified in Section 2.1;

(l) the Purchase Price (as hereinafter defined) being delivered by Purchaser pursuant to this Agreement;

(m) shares or ownership interests in any subsidiaries of Debtor;

(n) Williams International Co., LLC Prototype Model FJ33 experimental engines, serial numbers 150002, 150008, 150010, 150017;

(o) equipment of Hartzell Propeller, Inc. described in Hartzell Propeller, Inc.'s Limited Objection to Trustee's Motion, filed March 6, 2008 in Bankruptcy Case Docket No. 71;

(p) Debtor's contract with Groen Brothers Aviation, Inc., and any technology developed thereunder; and

(q) equipment leased from Pure Waterworks & Coffee Co.

2.3 Assumed Liabilities.

(a) From and after the Closing, Purchaser agrees to (i) assume from Seller and be responsible for the discharge or performance when due of all liabilities and obligations that first accrue and are required to be performed after the Closing pursuant to the Assigned Leases and the Assigned Contracts and any and all liabilities of Debtor listed on **Schedule 2.3(a)** hereto (collectively, the "**Assumed Liabilities**"), and (ii) pay all cure obligations listed in Schedules 2.1(f) and 2.1(g) (the "**Cure Obligations**") and provide adequate assurances of future performance, each as is required in accordance with section 365 of the Bankruptcy Code with respect to all Assigned Leases and Assigned Contracts. This Section shall not limit any claims or defenses Purchaser may have against any party other than Seller.

(b) Other than the Assumed Liabilities, Purchaser shall not assume or be bound by or be obligated or responsible for any Liabilities, duties, responsibilities, commitments, expenses or obligations of Seller or Debtor or those relating to the Acquired Assets or the Business (or which may be asserted against or imposed upon Purchaser as a successor or transferee of Seller or Debtor, as an acquirer of the Acquired Assets or the Business, or otherwise as a matter of law) of any kind or nature, whether fixed or contingent, known or unknown (and including, but not limited to, warranty claims and employee benefit plan obligations or claims) (the "**Non-Assumed Liabilities**").

2.4 Taxes. (a) Seller shall be responsible for all taxes, charges, fees, levies, penalties or other assessments imposed by any federal, state, territorial, local or foreign taxing authority, including income, gross receipts, excise, property, sales, transfer, franchise, payroll, withholding, social security and other taxes, and shall include any interest, penalties or additions attributable thereto ("**Taxes**") in connection with, relating to or arising out of the Business or the ownership of the Acquired Assets attributable to taxable periods, or portions thereof, ending on or before



11:59 p.m. of the day immediately preceding the Closing, or relating to Debtor, Seller (including any Taxes on the Purchase Price) or Excluded Assets, which Taxes in each case shall be a Non-Assumed Liability.

(b) Purchaser shall be responsible for all Taxes in connection with, relating to or arising out of the ownership of the Acquired Assets attributable to taxable periods, or portions thereof, from and after 11:59 p.m. of the day immediately preceding the Closing.

(c) Purchaser shall pay to Seller any sales, stamp, recording, and use taxes and fees assessed and/or payable with respect to the Transaction, at such time after the Closing as such taxes are due under applicable law. Immediately upon the receipt of such amounts, Seller shall effect payment of such taxes and promptly provide proof of such payment to Purchaser.

2.5 Until the Bankruptcy Court enters the Sale Approval Order, Purchaser in its sole discretion, by delivery of a written notice to Seller, may modify Schedule 2.1(f) hereto (Assigned Leases), Schedule 2.1(g) hereto (Assigned Contracts) and Schedule 8.2 hereto (Temporary Leases and Contracts).

2.6 Waiver of Certain Avoidance Actions. Effective as of the Closing Date, Seller hereby waives any and all Avoidance Actions with respect to the Assigned Contracts and the Assigned Leases.

2.7 Export License Disclaimer. Purchaser acknowledges that certain of the Acquired Assets are or may be subject to Export Administration Regulations administered by the United States Department of Commerce and other United States Governmental Bodies. Seller makes no representations or warranties with respect to the ability of Purchaser to obtain a license or licenses to export such assets.

ARTICLE 3 PURCHASE PRICE

3.1 Purchase Price. The aggregate purchase price for the Acquired Assets (the "**Purchase Price**") is the sum of (i) Ten Million U.S. Dollars (\$10,000,000.00) in cash, and (ii) the Cure Obligations. Pursuant to the Sale Procedures Order, Purchaser made a non-refundable cash deposit with Seller in the amount of Two Hundred Fifty Thousand and no/100 U.S. Dollars (\$250,000.00) (the "**Deposit**"). The Deposit (with interest accrued thereon) shall be (a) credited toward the Purchase Price at the Closing, (b) retained by Seller if this Agreement is terminated pursuant to Section 12.1(c), or (c) promptly returned to Purchaser if this Agreement is terminated pursuant to any provision of Section 12.1 other than Section 12.1(c). The cash portion of the Purchase Price (less the Deposit with any interest accrued thereon) shall be paid to Seller at the Closing by wire transfer of immediately available funds.

3.2 Purchase Price Allocation. The Purchase Price shall be allocated among the Acquired Assets at Debtor's Centennial, Colorado, facilities, and those at its Pueblo, Colorado, facility, and otherwise in accordance with **Schedule 3.2**, to be agreed upon by Seller and

Handwritten signature and initials in the bottom right corner of the page.

Purchaser and attached hereto prior to the Closing. The parties agree to report on their respective tax returns the transactions which are subject to this Agreement in a manner consistent with the allocation set forth on **Schedule 3.2**. The parties acknowledge that the Purchase Price allocation is provided for tax purposes and purposes of the Bankruptcy Case.

3.3 Proration Items. Personal property taxes, utilities, rent, and other lease payments shall be apportioned between Seller and Purchaser, as of 11:59 p.m. of the date immediately preceding the Closing, and the parties agree to make the appropriate adjustment payment on the Closing Date as follows: to the extent Purchaser is obligated to and makes any payment following the Closing with respect to the items listed below, or items of a similar nature, Seller shall reimburse Purchaser (or if Seller prepaid any of the items listed below for the period following the Closing Date, Purchaser shall reimburse Seller), on a per diem basis to the extent such payment relates to Seller's or Debtor's ownership of the Acquired Assets or conduct of the Business or use of the premises on or prior to the Closing (and to the extent not included in the Cure Obligations listed in Schedules 2.1(f) and 2.1(g)):

- (i) personal, real property and other ad valorem taxes;
- (ii) water, sewer and other similar types of charges and/or taxes or assessments, and installments on special benefit assessments and any other assessments payable with respect to the Assigned Leases or any other real estate owned by Debtor;
- (iii) electric, fuel, gas, telephone and other utility charges;
- (iv) rentals and other charges under Assigned Leases or any other real estate owned by Debtor; and
- (v) fees under licenses or permits included in the Acquired Assets.

ARTICLE 4 CLOSING

4.1 Time and Place. The closing for the consummation of the Transaction (the "**Closing**") shall take place at the offices of Lindquist & Vennum P.L.L.P., 600 17th Street, Suite 1800 South, Denver, Colorado 80202, at 9:00 a.m. on the Closing Deadline or at such time on such earlier date as the parties hereto shall agree upon in writing (the "**Closing Date**"). The parties agree to use their commercially reasonable efforts to conduct the Closing on or before April 15, 2008.

4.2 Actions Taken at Closing by Seller. At Closing, Seller shall take the following actions, all of which shall constitute conditions precedent to Purchaser's obligation to close the Transaction:

- (a) Seller shall execute in a form to be agreed upon by Seller and Purchaser and deliver to Purchaser (i) a Trustee's Bill of Sale, Assignment and Assumption (the "**Bill of Sale**"), (ii) an Assignment of Patents (the "**Patent Assignment**"), (iii) an Assignment of Trademarks (the "**Trademark Assignment**") and other Intellectual Property assignments, and (iv) if so requested by Purchaser, separate assignments for each of the Assigned Leases;



(b) Seller shall deliver to Purchaser all books and records of Debtor and all other tangible Acquired Assets (excluding any such items that are Excluded Assets);

(c) Seller shall deliver to Purchaser full and complete originals (or, to the extent not available, copies) of all Assigned Leases and Assigned Contracts;

(d) Seller shall deliver to Purchaser possession of all of the real estate and leasehold interests under the Assigned Leases;

(e) Seller shall deliver to Purchaser title certificates to any aircraft and motor vehicles included in the Acquired Assets, duly executed by Seller (together with any other transfer forms necessary to transfer title to such aircraft and vehicles);

(f) Seller shall deliver to Purchaser copies of the Approvals;

(g) Seller shall demonstrate checks for payment of Cure Obligations to the relevant counterparties to the Assigned Leases and Assigned Contracts, and deliver to Purchaser copies thereof; and

(h) Seller shall execute and deliver to Purchaser such further assignments, conveyances and other assurances, documents and instruments of transfer, consistent with the terms of this Agreement, as Purchaser may reasonably request.

4.3 Actions Taken at Closing by Purchaser. At Closing, Purchaser shall take the following actions, all of which shall constitute conditions precedent to Seller's obligation to close the Transaction:

(a) Purchaser shall execute and deliver to Seller the Bill of Sale;

(b) Purchaser shall execute and deliver to Seller resolutions certified by its Secretary or other authorized officer, authorizing the execution and delivery of this Agreement and the other Purchaser Documents and the taking of all actions contemplated hereby and thereby;

(c) Purchaser shall execute and deliver to Seller such further certificates, closing statements, instruments, documents and papers, consistent with the terms of this Agreement, as Seller may reasonably request; and

(d) Purchaser shall wire transfer the Purchase Price (less the Deposit with any interest accrued thereon) to Seller.

4.4 Payment of Cure Obligations. Seller, upon receipt of such amount from Purchaser as part of Cure Obligations, shall put in a segregated interest-bearing Seller's account \$60,563.46 for the attorneys' fees referred to in Note 1 of Schedule 2.1(f), use commercially reasonable efforts to contest such amount, and shall promptly return to Purchaser any and all amounts in such account in excess of the amount of the attorneys' fees allowed by the Bankruptcy Court.

Handwritten signature and initials in the bottom right corner of the page.

4.5 Seller shall, immediately upon receipt of the Cure Obligations amounts from Purchaser, pay them to the relevant counterparties under the Assigned Leases and Assigned Contracts and promptly provide proof of such payment to Purchaser.

ARTICLE 5 EMPLOYEES

5.1 Employment of Active Employees.

(a) Purchaser is not obligated to hire any Active Employee but may interview all Active Employees. Purchaser will provide Seller with a list of Active Employees to whom Purchaser has made an offer of employment or consulting arrangement that has been accepted to be effective on or prior to the Closing Date (the “**Hired Active Employees**”). Subject to Legal Requirements and unless Seller and Purchaser agree in writing otherwise, effective immediately before the Closing, Seller will terminate the employment of all Hired Active Employees. Purchaser shall have full and absolute discretion in determining the terms, conditions and benefits relating to the employment of Hired Active Employees or any other persons, and nothing contained in this Agreement shall obligate Purchaser to offer employment to any Active Employee.

(b) Any offer of employment made by Purchaser pursuant to this Section 5.1 shall not constitute any commitment, contract or understanding (expressed or implied) or any obligation on the part of Purchaser to a post-Closing employment relationship of any fixed term or duration or upon any terms or conditions other than those that Purchaser may establish pursuant to individual offers of employment, and any employment offered by Purchaser is “at will” and may be terminated by Purchaser or by an employee at any time for any reason (subject to any written commitments to the contrary made by Purchaser or an employee and Legal Requirements). Nothing in this Agreement shall be deemed to prevent or restrict in any way the right of Purchaser to terminate, reassign, promote or demote any of the Hired Active Employees after the Closing or to change adversely or favorably the title, powers, duties, responsibilities, functions, locations, salaries, other compensation or terms or conditions of employment of such employees.

5.2 Salaries and Benefits. Purchaser shall not be responsible for (i) the payment of any wages, benefits or other remuneration due to any present or former employees or consultants of Seller or Debtor (including any Active Employees) with respect to their services as employees of Seller or Debtor; (ii) any termination or severance payments; (iii) any other amounts due to employees required under the Worker Adjustment and Retraining Notification Act; or (iv) any claims made or incurred by any present or former employees of Seller or Debtor and their qualified beneficiaries under any employee benefit plan.

ARTICLE 6 SELLER’S REPRESENTATIONS AND WARRANTIES

Seller represents and warrants to Purchaser as of the date hereof, and as of the date of Closing, as follows:

Handwritten signature and initials in the bottom right corner of the page.

6.1 Authority. Subject to Bankruptcy Court approval, Seller has the power and authority to execute and deliver this Agreement and the other Seller Documents and to carry out the terms and obligations hereof and thereof.

6.2 Execution and Delivery. This Agreement and the other Seller Documents have been duly executed by Seller, and, subject to obtaining the Approvals, constitute valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms and conditions.

ARTICLE 7 PURCHASER'S REPRESENTATIONS AND WARRANTIES

Purchaser represents and warrants to Seller as of the date hereof, and as of the date of Closing, as follows:

7.1 Organization and Standing. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

7.2 Authority. Purchaser has full power and authority (corporate and otherwise) to execute and deliver this Agreement and all of the other Purchaser Documents and to carry out the terms and obligations hereof and thereof. Purchaser has taken all corporate action necessary to authorize the execution, delivery and performance of this Agreement and all of the other Purchaser Documents.

7.3 Execution and Delivery. This Agreement and the other Purchaser Documents have been duly executed by Purchaser and constitute valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with their respective terms and conditions.

7.4 Compliance with Laws, Permits and Instruments. The execution and delivery of this Agreement by Purchaser shall not violate or be in conflict with, (a) any provision of the Articles of Incorporation or Bylaws of Purchaser or (b) any Legal Requirement applicable to Purchaser.

7.5 Consents. No approval, consent, authorization or action of or filing with any Governmental Body or other third party is required to be made or obtained by Purchaser for the execution, delivery or performance by Purchaser of this Agreement or the other Purchaser Documents, other than Approvals to be obtained by Seller.

7.6 Adequate Funds. Purchaser has adequate funds available to it in order to consummate the transactions contemplated by this Agreement and the Operative Documents and to perform its obligations hereunder and thereunder.

7.7 Adequate Assurances. At Closing, Purchaser shall be capable of satisfying the conditions contained in Section 365(b)(i)(C) and 365(f)(2)(B) of the Bankruptcy Code with respect to any Assigned Contracts and Assigned Leases.

Handwritten signature and initials in the bottom right corner of the page.

ARTICLE 8
SELLER'S COVENANTS

8.1 Diligent Pursuit. Seller shall, in good faith and in compliance with his fiduciary obligations, pursue entry of the Sale Approval Order, and use reasonable efforts to obtain the Approvals and cause the consummation of the Transaction contemplated by this Agreement in accordance with its terms and conditions. Without limiting the generality of the foregoing, Seller shall provide reasonable assistance to Purchaser in making a voluntary notification to and obtaining the respective approval for the Transaction from the Committee on Foreign Investment in the United States (CFIUS), including, to the extent requested by Purchaser, making such notification jointly in the form reasonably acceptable to the parties and CFIUS. The parties expressly acknowledge that such voluntary notification and respective approval are not a condition to Purchaser's obligation to close the Transaction. In the event the Acquired Assets are required to be returned to Seller in connection with the above notification, Seller shall resell them, using commercially reasonable efforts to maximize the price of such sale, and promptly return the proceeds of such sale, less Seller's reasonable costs, to Purchaser.

8.2 Leases and Contracts.

(a) Seller shall continue to make payments due under the Assigned Leases through the Closing Date. Seller shall also (i) continue to make payments due under the Temporary Leases and Contracts until the Transition End Date, or, as the case may be, an earlier date indicated for any Temporary Lease in Schedule 8.2 (the "**Temporary Lease End Date**") (with Purchaser reimbursing Seller for rental payments thereunder from the Closing Date until the Temporary Lease End Date), (ii) take reasonable efforts to extend or renew any such Temporary Leases and Contracts, to the extent they expire before the Temporary Lease End Date, until the Temporary Lease End Date, and (iii) provide reasonable assistance to Purchaser in any arrangements for moving any Acquired Assets from such locations to the locations of the Assigned Leases or otherwise as directed by Purchaser (it being agreed that transportation of the Acquired Assets shall be at Purchaser's expense).

(b) Without Purchaser's prior written consent, Seller shall not reject or breach any of the Assigned Leases or Assigned Contracts, nor until the Temporary Lease End Date the Temporary Leases, nor take any actions that may increase cure amounts under the Assigned Leases or Assigned Contracts (provided that Seller may contest cure amounts in good faith).

(c) During the period between the date hereof and the Transition End Date, Seller shall not reject, and shall use commercially reasonable efforts to transfer, including by way of motions to be filed with the Bankruptcy Court, to Purchaser, any computer software licenses or software licensing agreements of Debtor to the extent requested by Purchaser and to the extent permitted by the Bankruptcy Code and other applicable law.

8.3 Maintenance of Assets. Between the date hereof and the Closing Date, Seller shall take all prudent actions to safeguard and preserve the integrity of the Acquired Assets, maintain the Acquired Assets in their current state of repair, excepting normal wear and tear, in each case to the same extent Seller has been doing between the Petition Date and the date hereof.

Handwritten signature and initials in the bottom right corner of the page.

8.4 Access. Between the date hereof and the Closing Date, Seller grants to Purchaser and to Purchaser's duly authorized representatives including, but not limited to, Purchaser's employees, consultants, accountants and counsel, and to financial institutions (and their duly authorized representatives) providing or proposing to provide financing in connection with this Agreement and/or the Business, reasonable access during normal business hours to (i) all information concerning the Acquired Assets and/or the Business as Purchaser may reasonably request (unless otherwise agreed) and (ii) the Acquired Assets, premises under the Assigned Leases and Temporary Leases and to the Active Employees. As of the Closing, Seller hereby releases all such employees from any obligations of confidentiality or non-disclosure with regard to disclosures made by such employees to Purchaser in connection with the Transaction (provided that nothing herein shall be deemed as a waiver of attorney-client privilege).

8.5 Notices. At any time prior to the Closing, Seller shall provide to Purchaser prompt notice of (i) material developments relating to the Business and/or the Acquired Assets, and (ii) any material damage or destruction of any of the Acquired Assets or any material adverse effect with respect to the Acquired Assets.

8.6 Notice of Sale. Seller shall have given or will timely give notice of the sale to all parties who assert any Liens, Liabilities, Claims or Interests in or against any of the Acquired Assets, in addition to any non-Debtor party to any Assigned Lease or Assigned Contract. Seller shall ensure that such notice complies with and is or was served in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, any applicable local bankruptcy rules, and any applicable order of the Bankruptcy Court.

ARTICLE 9 PURCHASER'S COVENANTS

9.1 Consummation of Agreement. Purchaser agrees to use commercially reasonable efforts to cause the consummation of the Transaction contemplated by this Agreement in accordance with its terms and conditions.

9.2 Adequate Assurances. Purchaser shall provide adequate assurance of the future performance of each Assigned Contract and Assigned Lease by Purchaser. Purchaser shall promptly take all actions as are reasonably requested by Seller to assist in obtaining the Bankruptcy Court's entry of the Sale Approval Order, including, without limitation, furnishing affidavits, financial information or other documents or information for filing with the Bankruptcy Court and making a Purchaser's representative reasonably available to testify before the Bankruptcy Court.

9.3 Assumed Liabilities. From and after the Closing Date, Purchaser shall assume and be responsible to perform and discharge the Assumed Liabilities.

9.4 Access to Books and Records.

(a) From and after the Closing and until the later of two (2) years from the Closing, or the closing of the Bankruptcy Case, Purchaser shall afford Seller and his representatives reasonable access, during normal business hours, upon reasonable notice, to Seller's records (related solely to the period prior to the Closing Date) included in the Acquired Assets or related

Handwritten signature and initials in the bottom right corner of the page.

to the Bankruptcy Case. During such period Seller may, at his expense, make copies of any such records that he may reasonably need. Purchaser will not be required to keep any such records after the expiration of such period.

(b) From and after the Closing and until the later of six (6) months from the Closing or the closing of the Bankruptcy Case, Seller shall afford Purchaser and its representatives reasonable access, during normal business hours, upon reasonable notice, to Seller's and Debtor's records not included in the Acquired Assets and to records related to the Bankruptcy Case. During such period Purchaser may, at its expense, make copies of any such records that it may reasonably need. Seller shall not be required to keep any such records after the expiration of such period.

ARTICLE 10 PURCHASER'S CONDITIONS PRECEDENT

Except as may be waived in writing by Purchaser, and in addition to the conditions set forth in Section 4.2 of this Agreement, the obligations of Purchaser hereunder are subject to the fulfillment at or prior to Closing of each of the following conditions:

10.1 Representations and Warranties. The representations and warranties of Seller contained herein shall be true and correct as of Closing with the same effect as though such representations and warranties had been made on and as of such date, except as would not reasonably be expected to have a material adverse effect on any of the Acquired Assets, Assumed Liabilities, Seller's ability to perform hereunder and/or Purchaser.

10.2 Covenants. Seller shall have performed and complied with all covenants or conditions required by this Agreement to be performed and complied with by him on or prior to Closing, except as would not reasonably be expected to have a material adverse effect on any of the Acquired Assets, Assumed Liabilities, Seller's ability to perform hereunder and/or Purchaser.

10.3 Proceedings. No Governmental Body shall have issued an order, not subsequently vacated, restraining, enjoining or otherwise prohibiting the consummation of the Transaction.

10.4 Sale Approval Order. The Bankruptcy Court shall have entered the Sale Approval Order in a form reasonably acceptable to each party, which shall not be subject to any stay of its effectiveness, and which shall, among other things:

(a) authorize Seller to sell, transfer and assign the Acquired Assets to Purchaser, on an expedited basis, pursuant to this Agreement and Bankruptcy Code Sections 105, 363 and 365, as applicable, free and clear of all Liens, Liabilities, Claims and Interests;

(b) determine that Purchaser is a good faith purchaser under Section 363(m) of the Bankruptcy Code, that Purchaser has acted in good faith and is a bona fide purchaser for value, and that the Purchase Price is fair and reasonable;

(c) provide that the Assigned Contracts and the Assigned Leases are assigned to Purchaser effective as of Closing pursuant to Bankruptcy Code Section 365, that Purchaser

Handwritten signature and initials in the bottom right corner of the page.

assumes no liability for claims or cure amounts under the Assigned Contracts and the Assigned Leases prior to the Closing Date, except as provided in Section 2.3(a) of this Agreement, and that all Assigned Contracts and Assigned Leases are enforceable against the non-Debtor parties thereto;

(d) provide that the ten (10) day periods provided for in Federal Rules of Bankruptcy Procedure 6004(h) and 6006(d) are waived.

10.5 No Material Adverse Change. Since the date hereof there shall not have been a material adverse change in Acquired Assets, Assumed Liabilities, Assigned Contracts, Assigned Leases and/or Seller's ability to perform hereunder.

ARTICLE 11 SELLER'S CONDITIONS PRECEDENT

Except as may be waived in writing by Seller, and in addition to the conditions set forth in Section 4.3 of this Agreement, the obligations of Seller hereunder are subject to fulfillment at or prior to Closing of each of the following conditions:

11.1 Representations and Warranties. The representations and warranties of Purchaser contained herein shall be true and correct as of Closing with the same effect as though such representations and warranties had been made on and as of such date, except as would not reasonably be expected to have a material adverse effect on Purchaser's ability to perform hereunder and/or Seller.

11.2 Covenants. Purchaser shall have performed and complied with all covenants or conditions required by this Agreement to be performed and complied with by it on or prior to Closing, except as would not reasonably be expected to have a material adverse effect on Purchaser's ability to perform hereunder and/or Seller.

11.3 Proceedings. No Governmental Body shall have issued an order, not subsequently vacated, restraining, enjoining or otherwise prohibiting the consummation of the Transaction.

11.4 Sale Approval Order. The Bankruptcy Court shall have entered the Sale Approval Order in a form reasonably acceptable to each party, which shall not be subject to any stay of its effectiveness.

ARTICLE 12 TERMINATION; AMENDMENT; WAIVER

12.1 Termination. This Agreement and the transactions contemplated hereby may be terminated as follows:

(a) at any time prior to the Closing by the mutual consent of Purchaser and Seller;



(b) at any time prior to the Closing by Purchaser if Seller is in material breach of any covenant, representation, undertaking or warranty or if Seller fails to convey the Acquired Assets at the Closing free and clear of all Liens, Liabilities, Claims and Interests, except Permitted Liens;

(c) at any time prior to the Closing by Seller if Purchaser is in material breach of any covenant, representation, undertaking or warranty contained in this Agreement or if Purchaser fails to pay the Purchase Price at the Closing pursuant to the terms hereof;

(d) by Purchaser upon either (i) consummation of a transaction with a bidder other than Purchaser pursuant to the Final Accepted Offer, or (ii) Purchaser's offer not being deemed as the Final Accepted Offer on or before April 23, 2008;

(e) by either Purchaser or Seller if any court of competent jurisdiction in the United States of America or other Governmental Body shall have issued an order, decree or ruling or taken any other action restraining, enjoining or otherwise prohibiting the Transaction, and such order, decree, ruling or other action shall have become final and non-appealable; or

(f) by either Purchaser or Seller if the Closing shall not have occurred by the Closing Deadline, provided, however, that no party may terminate this Agreement pursuant to this subsection (f) if the failure to close by such date is the result of such party's breach of any covenant, representation, undertaking or warranty contained in this Agreement.

12.2 Effect of Termination.

(a) If this Agreement is terminated pursuant to Sections 12.1(a), (d), (e) or (f), this Agreement shall forthwith become void and have no effect without any liability to any party and the Deposit (plus accrued interest) will be promptly wire transferred to an account designated by Purchaser.

(b) If this Agreement is terminated pursuant to Section 12.1(b), (i) the Deposit (plus accrued interest) will be wire transferred to an account designated by Purchaser, and (ii) Seller shall have no liability for any damages of any kind or nature whatsoever. The return of the Deposit (plus accrued interest) shall be Purchaser's sole and exclusive remedy, whether at law or in equity, for any breach by Seller of the terms and conditions of this Agreement.

(c) In the event this Agreement is terminated pursuant to Section 12.1(c) the Deposit (plus accrued interest) will be retained by Seller. The Deposit shall be applied against Seller's actual damages arising from Purchaser's breach and shall not be in the nature of liquidated damages.

12.3 Extension; Waiver. At any time prior to the date of Closing, either party may (a) extend the time for the performance of any of the obligations or other acts of the non-waiving party, (b) waive any inaccuracies in the representations and warranties contained herein or in any document, certificate or writing delivered pursuant hereto by the non-waiving party, or (c) waive compliance with any of the agreements or conditions contained herein by the non-waiving party. Any agreement on the part of any party to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party.

Handwritten signature and initials in the bottom right corner of the page.

**ARTICLE 13
MISCELLANEOUS**

13.1 Confidentiality. Without the express written consent of Purchaser and Seller, each of Purchaser and Seller agrees to maintain in confidence and not disclose to any other Person the terms of the Transaction or the information delivered in connection with Purchaser's due diligence investigation (including with respect to the Excluded Assets), other than disclosures (a) required to obtain the Approvals, (b) to its affiliates and those professionals and advisors who have a need to know, and to financial institutions (and their duly authorized representatives) providing or proposing to provide financing in connection with this Agreement and/or the Acquired Assets, (c) of information already available to the public, (d) in connection with the Bankruptcy Case, (e) as provided in the Sale Procedures Order, (f) required by applicable law, or (g) by Purchaser following the Closing. In the event that Purchaser or Seller is at any time (other than Purchaser following the Closing) requested or required (by oral questions, interrogatories, request for information or documents, subpoena or other similar process) to disclose any information supplied to it in connection with the Transaction, such party agrees to provide the other party hereto prompt notice of such request so that an appropriate protective order may be sought and/or such other party may waive the first party's compliance with the terms of this Section 13.1. Except to the extent public disclosure is required by law, the timing and content of any announcements, press releases or other public statements concerning the Transaction shall occur upon, and be determined by, the mutual agreement of Purchaser and Seller (except that Purchaser may do any of the above without Seller's agreement following the Closing). For avoidance of doubt, Seller's confidentiality obligations set forth herein shall survive the Closing. Nothing in this Agreement shall be interpreted or applied to require Purchaser to disclose information that Purchaser reasonably deems to be confidential.

13.2 Notice. All notices, requests, claims, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given when delivered in person, by courier service, email transmission, telecopy, telex, facsimile, or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties as follows:

Seller: Jeffrey A. Weinman
730 17th Street
Suite 240
Denver CO 80202
Telephone: 303-572-1010
Facsimile: 303-572-1011
Email: jweinman@ecf.epiqsystems.com

with copy (that shall not constitute a notice) to:
John C. Smiley
Lindquist & Vennum P.L.L.P.
600 17th Street, Suite 1800 South
Denver, CO 80202-5441
Telephone: 303-573-5900
Facsimile: 303-573-1956
Email: jsmiley@linquist.com

Handwritten signature and initials in the bottom right corner of the page.

Purchaser: AAI Acquisition, Inc.
c/o Paul Zarnowiecki
Orrick, Herrington & Sutcliffe LLP
Columbia Center
1152 15th St. N.W.
Washington, DC 20005-1706
Attention: Paul Zarnowiecki
Telephone: 202-339-8452
Facsimile: 202-339-8500

with copy (that shall not constitute a notice) to:
Orrick, Herrington & Sutcliffe LLP
Columbia Center
1152 15th St. N.W.
Washington, DC 20005-1706
Attention: Olga N. Sirodova
Telephone: 202-339-8573
Facsimile: 202-339-8500

or such other individual and address as shall be supplied in writing to the other parties by any means specified above. All notices shall be deemed given on the date received by the party to whom such notices are directed, or on the date rejected as shown on the return receipt with respect to certified mail or on the tracking report with respect to overnight delivery.

13.3 Further Cooperation. Each party shall, at any time and from time to time after Closing, upon request by any other party and without further consideration, execute and deliver such instruments of transfer or other documents and take such further action as may be reasonably required in order to fully consummate the Transaction in accordance with this Agreement or to carry out and perform any undertaking made by the parties hereunder.

13.4 Severability. It is expressly understood and agreed that, to the extent permitted by applicable law, the provisions hereof are each several from the rest of this Agreement and shall be fully effective, operative and enforceable even though the remainder of any part of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction.

13.5 Amendment. This Agreement may be amended, modified or supplemented only by an instrument in writing executed by the party against which enforcement of the amendment, modification or supplement is sought.

13.6 Assignability. Neither of the parties shall assign its rights or obligations under this Agreement, by operation of law or otherwise, in whole or in part, without the prior written consent of the other party (except that Purchaser may assign its rights and benefits under this Agreement after the Closing).

13.7 Costs and Expenses. Purchaser and Seller shall each be responsible for their own costs and expenses in connection with the negotiation and execution of this Agreement and other Operative Documents and the Closing of the Transaction.

Handwritten signatures in black ink, appearing to be initials or names, located in the bottom right corner of the page.

13.8 Exhibits and Schedules. The Exhibits and Schedules (and any appendices thereto) referred to in this Agreement and attached hereto are and shall be incorporated herein and made a part hereof for all purposes.

13.9 Sections and Articles. All Sections and Articles referred to herein are sections and articles of this Agreement, and all Exhibits and Schedules referred to herein are exhibits and schedules, respectively, attached to this Agreement.

13.10 Entire Agreement. The Sale Approval Order, this Agreement and the other Operative Documents and instruments executed and delivered by the parties to each other at Closing constitute the full understanding of the parties, a complete allocation of risks between them and a complete and exclusive statement of the terms and conditions of their agreement relating to the subject matter hereof and supersede any and all prior agreements, whether written or oral. There are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as set forth specifically herein. Except as otherwise specifically provided in this Agreement, no conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain or supplement the terms or conditions of this Agreement shall be binding unless hereafter or contemporaneously herewith made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgment or acceptance of documents containing terms or conditions at variance with or in addition to those set forth in this Agreement. No waiver by any party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing signed by the party to be bound. Failure of any party to exercise any right shall not be deemed a waiver of such right in the future.

13.11 Headings. Headings as to the contents of particular articles and sections are for convenience only and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular articles or sections to which they refer.

13.12 Governing Law. Except to the extent inconsistent with the Bankruptcy Code, this Agreement and the Operative Documents shall be governed by and construed and enforced in accordance with the laws of the State of Colorado, without regard to its conflicts of law rules.

13.13 Jurisdiction. Each of the parties agrees that any proceeding brought to enforce the rights or obligations of any party under this Agreement or any Operative Document shall be commenced and maintained in the Bankruptcy Court, and the Bankruptcy Court shall have exclusive jurisdiction over any such proceeding. Each of the parties consents to the exercise of jurisdiction over it and its properties, in accordance with the terms of this Section 13.13, with respect to any proceeding arising out of or in connection with this Agreement, any Operative Document or the Transaction, or the enforcement of any rights under this Agreement or any Operative Document.

13.14 DISCLAIMER. SELLER IS NOT MAKING ANY REPRESENTATIONS OR WARRANTIES REGARDING THE ACQUIRED ASSETS, EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, PURCHASER ACKNOWLEDGES THAT THE

A handwritten signature in black ink, appearing to be 'J.S.', is located in the bottom right corner of the page.

ACQUIRED ASSETS ARE CONVEYED "AS IS", "WHERE IS" AND "WITH ALL FAULTS" (BUT FREE OF LIENS, LIABILITIES, CLAIMS AND INTERESTS OTHER THAN PERMITTED LIENS) AND THAT ALL WARRANTIES OF MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. FURTHERMORE, PURCHASER ACKNOWLEDGES THAT SELLER, HIS EMPLOYEES, AGENTS AND REPRESENTATIVES HAVE MADE NO REPRESENTATION OR WARRANTY CONCERNING (I) ANY USE TO WHICH THE ACQUIRED ASSETS MAY BE PUT, (II) ANY FUTURE REVENUES, COSTS, EXPENDITURES, CASH FLOW, RESULTS OF OPERATIONS, FINANCIAL CONDITION OR PROSPECTS THAT MAY RESULT FROM THE OWNERSHIP, USE OR SALE OF THE ACQUIRED ASSETS, (III) ANY OTHER INFORMATION OR DOCUMENTS WHATSOEVER THAT HAVE BEEN MADE AVAILABLE TO PURCHASER OR ITS AFFILIATES OR REPRESENTATIVES, OR (IV) THE CONDITION OF THE ACQUIRED ASSETS.

13.15 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective administrators, permitted assigns, and legal representatives.

13.16 Finders' Fees. Notwithstanding any other provision of this Agreement to the contrary, each party hereto shall be solely responsible for the fees of any broker, investment banker or third party who acted on behalf of such party as a broker or finder in connection with the Transaction.

13.17 Parties in Interest. Nothing in this Agreement or any Operative Document, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any Persons other than the parties hereto and their respective successors and permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third Persons to any party to this Agreement, nor shall any provision give any third Person any right of subrogation or action over or against any party to this Agreement.

13.18 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Any party may execute this Agreement by facsimile signature and the other parties shall be entitled to rely upon such facsimile signature as conclusive evidence that this Agreement has been duly executed by such party.

13.19 Number. Whenever used in this Agreement, the singular number shall include the plural and the plural number shall include the singular.

13.20 Construction. This Agreement has been drafted by all of the parties hereto and should not be construed against any of the parties hereto.

13.21 Survival of Representations and Warranties. None of the representations or warranties made by Seller or Purchaser in this Agreement, any Seller Document, any Purchaser Document or any Exhibit or Schedule delivered in connection with the Transaction shall survive the Closing.



13.22 Time of the Essence. Time is of the essence with respect to the transactions contemplated by this Agreement.


(Signature Page Follows)

Handwritten signature and initials in the bottom right corner of the page.

IN WITNESS WHEREOF, this Asset Purchase Agreement has been duly executed and delivered by the duly authorized officers of the parties hereto as of the date first hereinabove written.

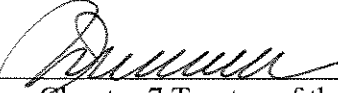
PURCHASER:

AAI ACQUISITION, INC.

By: 
Name: Dmitry Shokhin
Title: Vice President

SELLER:

JEFFREY A. WEINMAN

By: 
Title: Chapter 7 Trustee of the bankruptcy estate of Adam Aircraft Industries, Inc.



Schedule 2.1(d)
Patents and Trademarks

Each of the Patents, Trademarks, Patent Applications and Trademark Applications set forth on Exhibit E to Schedule B - Personal Property of the Schedules of Assets and Liabilities filed in the Bankruptcy Case, Docket No. 57.

Application No. 77/333,490 for A600 Trademark.

Trademark A700 ADAMJET (Registration No. 3,331,359).

Patent Application No. 60/373,986 (Hybrid Metal-Composite Seat).

Patent Application No. 60/378,195 (Hybrid Metal-Composite Seat).

Handwritten signature and initials, possibly 'DS'.

**Schedule 2.1(f)
Assigned Leases**

Assigned Lease	Cure Obligations
i. Lease Agreement, dated March 22, 2005, between Debtor and LIT Concord Distribution Center, LLC, as amended by the First Amendment to Lease Agreement, dated March 10, 2007, and the Second Amendment to Lease Agreement, dated April 18, 2007	\$13,635.00 *
ii. Standard Commercial Lease, dated September 8, 2000, between Debtor and Greenwood Plaza Partners, LLC, as amended by the First Amendment to Lease, dated April 22, 2005 between SCP Green Englewood, LLC and Debtor	See Note 1
iii. Sublease, dated March 1, 2007, between Debtor and Hamon, LLC (Parcel 63-7)	\$9,056.57 *
iv. Sublease, dated January 15, 2007, between Debtor and Willowbrook Park Leasing LLC (Parcel 63-10)	See Note 2 *
v. Sublease, dated January 15, 2007, between Debtor and Willowbrook Park Leasing LLC (Parcel 63-11)	See Note 2 *
vi. Lease Agreement, dated December 1, 2006, between WA Hangar, LLC and Debtor	\$8,713.37

Notes: Amounts marked by "*" are the subject of stipulations between Seller and applicable landlord.

1. The Cure Obligation for this lease consists of the total of the following items:

• Pre-petition February Rent: (14 days)	\$ 26,498.14
• Late Fee for February Rent	\$ 2,749.45
• Late Fee for March Rent	\$ 5,631.37
• Returned payment fee for February Rent	\$ 100.00
• Unpaid invoices for security system	\$ 1,961.87
• 2007 Real Property Taxes	\$ 198,378.44



(due April 30, 2008)

- Up to \$60,563.49 for landlord's attorneys fees, subject to Section 4.4 of the Agreement.
2. The Cure Obligations for the two subleases with Willowbrook Park Leasing LLC total, in the aggregate, \$26,907.32.

Handwritten signature and initials in the bottom right corner of the page.

**Schedule 2.1(g)
Assigned Contracts**

None.

Handwritten signature and initials in the bottom right corner of the page.

Schedule 2.3(a)
Assumed Liabilities

Liabilities described in Section 2.3(a).

Handwritten signature and initials in the bottom right corner of the page.

Schedule 3.2
Purchase Price Allocation

Centennial, CO, assets:

Tangible Assets:	\$
Inventory:	\$
Patents:	\$ _____

Pueblo, CO, assets: \$ _____

Total Purchase Price: \$ _____

Handwritten signature and initials, possibly "DS" or "SS", in the bottom right corner.

Schedule 8.2
Temporary Leases and Contracts

- i. Lease, dated February 1, 2003, between Debtor and Pueblo Development Foundation
- ii. Sublease Agreement, dated March 28, 2006, between Debtor and Willowbrook Park Leasing LLC (Parcel 63-5) (Seller to continue making payments until expiration of this Sublease on April 30, 2008).
- iii. Lease(s) for temporary storage with Pueblo Depot Activity Development Authority, Pueblo, Colorado.
- iv. Lease(s) for temporary storage, Denver Tech Center, Englewood, Colorado.
- v. Lease(s) for temporary storage, Bronco Parkway, Englewood, Colorado.

A handwritten signature in black ink, appearing to be 'DS' or similar, located in the bottom right corner of the page.