

AIRCRAFT PURCHASE AGREEMENT

THIS AIRCRAFT PURCHASE AGREEMENT (this "Agreement") is entered into as of February ___, 2012 (the "Effective Date"), by and between Bovale Developments, Inc., Trustee, a Delaware corporation, whose address is 2711 Centerville Road, Suite 400, Wilmington, DE 19808 and Bovale Developments, Trustor, a Irish company (together the "Seller"), and Hyperion Air, Inc., a Delaware corporation, whose address is 103 Foulk Road, Suite 202, Wilmington, DE 19803 ("Purchaser").

RECITATIONS:

Subject to the terms and conditions set forth in this Agreement, Seller desires to sell, transfer, and deliver to Purchaser, and Purchaser desires to purchase, one Bell 430 helicopter bearing Manufacturer's Serial No. [REDACTED] and U.S. Registration No. [REDACTED] together with its equipped engines and all avionics, equipment, systems, furnishings and accessories installed on, contained in or attached to said helicopter and engines, and also including all loose equipment that is normally or currently part of the helicopter and all aircraft records and documents associated with the helicopter, all as is to be more particularly described in Exhibit A and Exhibit A-1 attached hereto, and also including all airframe, engine and accessory logbooks, flight and operation manuals, maintenance and overhaul records, checklists, drawings, any issued FAA Form 337's, warranty documents, and all other records and paperwork relating to the above-described aircraft in Seller's possession (collectively, the "Aircraft").

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the parties hereto agree as follows:

1. Purchase Price; Payment. Seller agrees to sell, and Purchaser agrees to purchase, the Aircraft for a total purchase price of One Million Six Hundred Thousand U.S. Dollars (US\$1,600,000.00) (the "Purchase Price"), which shall be paid as follows:

(a) Purchaser has placed a deposit of One Hundred Thousand U.S. Dollars (US\$100,000.00) (the "Deposit") with Insured Aircraft Title Service, Inc., Oklahoma City, Oklahoma, as escrow agent (the "Escrow Agent"), which Deposit shall be held in escrow and disbursed at the Closing (as hereinafter defined and described) pursuant to the conditions and requirements set forth in this Agreement; and

(b) The balance of the Purchase Price in the amount of One Million Five Hundred Thousand U.S. Dollars (US\$1,500,000.00) (the "Purchase Price Balance") shall be paid at the Closing, said Purchase Price Balance to be wire transferred prior to the Closing into the Special Escrow Account (as defined below) of the Escrow Agent for its disbursement to Seller at the Closing upon the satisfaction of the conditions and requirements set forth in this Agreement.

1.1 Establishment of Special Escrow Account. The Deposit has been wire transferred to the general escrow account of Escrow Agent maintained at International Bank of Commerce, 3817 N.W. Expressway, Suite 100, Oklahoma City, Oklahoma 73112. Upon the execution of this Agreement, the Escrow Agent shall promptly cause the Deposit to be transferred to, and maintained in, a special escrow account at said Bank created and maintained solely and exclusively for the purpose of this transaction (the "Special Escrow Account"); and Escrow Agent shall thereupon provide Seller and Purchaser with the number of the Special Escrow Account and any other information pertinent thereto. The Deposit shall be held in escrow by Escrow Agent in the Special Escrow Account, and shall be non-refundable to Purchaser, except as otherwise expressly provided in this Agreement. The Escrow Agent shall not place or hold any funds in the Special Escrow Account except for the funds received in connection with this transaction (namely, the Deposit and the Purchase Price Balance).

2. Condition of the Aircraft.

(a) At the time of Seller's delivery of the Aircraft at the Closing, the Aircraft shall be in the following condition (the "Delivery Condition"):

(i) Subject to the limitation of warranties provided in Section 9 hereof, the Aircraft shall be delivered with a U.S. Certificate of Airworthiness, and with all systems, components, installed equipment, and engines functioning in a manner, and in an operating condition, acceptable to the Purchaser in Purchaser's discretion; provided, however, that Purchaser understands and agrees that, in connection with the closing, Seller shall have no obligation to make any repairs to the Aircraft whatsoever, including, but not limited to, any repairs necessary to put the Aircraft in an airworthy condition.

(ii) The Aircraft shall have no accidents or material damage history.

(iii) Title to the Aircraft shall be free and clear of all Liens (as defined in Section 5(b) below) at the time title is transferred at the Closing with Seller able to convey good and marketable title to the Aircraft.

(iv) The Aircraft shall have current, complete and continuous logbooks in English from the date of manufacture to the Closing Date, and with all manuals, data, technical records, task cards and information back-to-manufacturer on all life limited parts of the Aircraft.

(v) The Aircraft shall conform to the items and specifications set forth on Exhibit A and Exhibit A-1 attached hereto.

(vi) The Aircraft shall be registered on the United States Civil Aviation

Registry.

(vii) At the time of Closing the Aircraft shall not have been exported out of the United States or imported into the United Kingdom and, upon transport of the Aircraft after Closing to the United States, no importation into the United States of the Aircraft shall be required and no export or import duties, excise taxes or similar payments shall be due and payable to any United States or United Kingdom government authority in respect of the Aircraft or any part thereof.

3. Satisfactory Inspection. Purchaser confirms that it has completed to its satisfaction an inspection of the Aircraft and confirms that Purchaser will accept delivery of the Aircraft in the Delivery Condition at Closing in accordance with the provisions of this Agreement, and Seller agrees to deliver the Aircraft at Closing in accordance with the provisions of this Agreement.

4. International Registry. At least one (1) day prior to the Closing, Seller and Purchaser shall have each, at Purchaser's expense, obtained approval on the International Registry at <https://www.internationalregistry.acro> to be a Transacting User Entity and such approvals shall be a condition for closing. Prior to the Closing, Seller and Purchaser shall each designate the Escrow Agent as Seller's and Purchaser's Professional User Entity for purposes of requesting and providing consent to the registration of a searchable Contract of Sale (Bill of Sale) evidencing the transfer of title to the Aircraft from Seller to Purchaser.

5. Closing and Delivery.

(a) The closing of this transaction ("the Closing") and delivery of the Aircraft to Purchaser shall take place at the facility of Premier Aircraft at Blackbushe Airport, Camberly Surrey, United Kingdom ("the Closing Place"), within _____ () days after the Effective Date, unless the parties subsequently agree upon a later date in writing ("the Closing Date").

(b) Prior to the Closing, the following deliveries shall be made to the Escrow Agent by the responsible party indicated:

(i) At least two (2) days prior to the Closing Date, Seller shall deliver the following to Escrow Agent:

(A) An FAA Form Bill of Sale AC 8050-2 in proper form for recordation at the FAA Civil Aircraft Registry to transfer title to the Aircraft to Purchaser duly executed by an officer or manager of Seller, with his or her title shown, but undated ("FAA Bill of Sale");

(B) A Warranty Bill of Sale in the form attached hereto as Exhibit B transferring title to the Aircraft to Purchaser duly executed by an officer or

manager of Seller, with his or her title shown, but undated (the "Warranty Bill of Sale"); and

(C) All releases of liens, terminations or other documents, if any, including, without limitation, the invoice from PremiAir Global in the amount of \$186,300, which the parties agree will be paid by the Escrow Agent out of the Purchase Price Balance, and written evidence from PremiAir Global, acceptable to Purchaser, that upon payment of said invoice all amounts due and payable by Seller to PremiAir Global in respect of the Aircraft will have been fully satisfied and paid in full (the "Curative Documents"), which may be necessary to enable Seller to transfer good and marketable title to the Aircraft to Purchaser free and clear of all claims, leases, trusts, liens, security interests, mortgages, encumbrances, Prospective International Interests, International Interests, Contracts of Sale, Prospective Sales and any other rights of others, including, without limitation, any outstanding or delinquent taxes or fees or duties attributable to or imposed on or asserted against the Aircraft by any taxing jurisdiction (collectively, "Liens").

(ii) On or before the Closing Date, Purchaser shall deliver or cause to be delivered to Escrow Agent the following:

(A) The Purchase Price Balance, which Purchase Price Balance shall be wire transferred into the Special Escrow Account of Escrow Agent in accordance with wire transfer instructions to be provided to Purchaser by Escrow Agent prior to the Closing Date; and

(B) An Application for Aircraft Registration (AC Form 8050-1) covering the airframe of the Aircraft duly executed by Purchaser but undated (the "Application for Registration").

(iii) In addition to the documents described above, Seller and/or Purchaser may deliver or cause to be delivered to Escrow Agent such other documents and with such instructions as may be subsequently agreed upon in writing by the parties hereto and the Escrow Agent.

The documents described in subparagraphs (i), (ii) and (iii) of this paragraph 5(b) are hereinafter referred to collectively as the "Escrow Documents".

(c) Prior to the Closing Date, each of Seller, Purchaser and Escrow Agent shall notify each of the others in writing (either by correspondence, fax or e-mail) of the name or names and telephone number of each representative of the respective parties which is to participate in the conference call to be conducted in connection with the Closing (hereinafter the "Closing Conference

Call"). The Closing Conference Call shall be originated by Purchaser on the Closing Date on or about 10:00 a.m., U.S. Central Daylight Time, so as to complete the Closing, including the filing of the Escrow Documents with the FAA Registry in Oklahoma City, Oklahoma, prior to the closing of that office on the Closing Date.

(d) At the Closing, and after the representatives of each of Seller, Purchaser and Escrow Agent have each announced their attendance on the Closing Conference Call, then the following shall occur:

(i) If (A) the records of the FAA then reflect that Seller is the record owner of the Aircraft and that said Aircraft is free and clear of all Liens (or will be upon the filing of the Curative Documents held by the Escrow Agent, which Curative Documents Escrow Agent shall have authorization to release and/or file in accordance with this Agreement), (B) the records of the International Registry do not reflect the registration of any Liens against the Aircraft, and there are no registrations on the International Registry reflecting ownership of the Aircraft or any part thereof in the name of any third party, and (C) Escrow Agent has not otherwise received notice of any other Lien asserted by any third party with respect to the Aircraft, then Escrow Agent shall so advise the participants on the Closing Conference Call and then, but only then, Escrow Agent shall immediately wire the Purchase Price as directed by Seller in accordance with wire transfer instructions which shall be provided to Escrow Agent by Seller prior to the Closing Date and simultaneously file with the FAA Registry for recordation the FAA Bill of Sale and any other necessary Escrow Documents and, upon doing so, shall then notify each of the participants on the Closing Conference Call of the time of filing of each such Escrow Document. Immediately following the above, the following shall occur at the Closing Place:

(A) Seller's representative shall deliver possession of the Aircraft to Purchaser; and

(B) Purchaser shall execute and deliver to Seller a Delivery Receipt in the form attached hereto as Exhibit C.

(ii) Immediately following the above, the Escrow Agent, as the Professional User Entity for each of Seller and Purchaser, shall electronically initiate and consent to the registrations with the International Registry of the interests created by the Warranty Bill of Sale (the same being referred to as a contract of sale for purposes of the International Registry) with respect to the Aircraft.

(e) Following completion of the Closing as prescribed above, Escrow Agent shall mail the Warranty Bill of Sale to the address specified by Purchaser.

(f) In the event of a breach of this Agreement by Purchaser as a result of which

the Closing does not occur by, or if all of the conditions and requirements specified in this Section 5 are not satisfied on or before, March __, 2012 (or such later date as Seller and Purchaser may agree upon in writing and provide to Escrow Agent), then Escrow Agent shall do the following:

(i) If earlier received by Escrow Agent, the Purchase Price Balance shall be returned to Purchaser, or in accordance with Purchaser's instructions be retained by Escrow Agent; and

(ii) Escrow Agent shall retain any Escrow Documents and the Deposit until Seller and Purchaser furnish Escrow Agent with a written agreement which gives Escrow Agent instructions for payment of said funds and release of the Escrow Documents, or, if Escrow Agent is not furnished with such a written agreement, Escrow Agent shall retain the Deposit and Escrow Documents until Escrow Agent is ordered to pay said funds and release the Escrow Documents in accordance with the final order of a court of competent jurisdiction.

(g) The escrow requirements and procedures set forth in this Section 5 shall be subject to such reasonable modifications as may be required by any recognized financial institutional lender to Seller or Purchaser, or by any recognized financial institutional holder of a lien upon the Aircraft, and which are subsequently agreed upon by the parties hereto and the Escrow Agent.

(h) To the extent assignable upon Closing, Seller will transfer such right, title and interest (if any) it has in and to any warranty or undertaking provided by any manufacturer, or maintenance performer in respect to the Aircraft or any part thereof to Purchaser. Seller agrees to notify manufacturers and support program providers of the sale of the Aircraft and shall reasonably cooperate with Purchaser in effecting the assignment to Purchaser or establishment in Purchaser's name of any such support programs that Purchaser wishes to continue. Seller's obligations under this paragraph shall survive Closing.

6. Fee of Escrow Agent. The fee of the Escrow Agent (which fee also includes any out-of-pocket expenses incurred by the Escrow Agent) for performing its duties specified herein shall be in the amount of \$2,140.00 USD and shall be borne equally by Purchaser and Seller, the seller's proportion to be drawn from sale proceeds before other disbursement. Their respective portions of said fee shall be paid by them to the Escrow Agent as and when required by the Escrow Agent. In addition to its duties specified above, the duties of the Escrow Agent shall also include (a) delivering a written preliminary title and lien report and also a written post-closing title and lien report to each of Purchaser and Seller, and (b) as Seller's and Purchaser's Professional User Entity, making registrations with the International Registry of the Warranty Bill of Sale (Contract of Sale) with respect to the transfer of title to the Aircraft from the Seller to the Purchaser, and obtaining and providing Seller and Purchaser with post-closing Priority Search Certificates issued by the International Registry with respect to the Aircraft.

7. Taxes.

(a) Seller warrants that there are no outstanding or delinquent taxes or duties attributable to the Aircraft as of the Closing Date. Seller shall be responsible for, and hereby agrees upon demand to indemnify Purchaser from and to hold Purchaser harmless against any payment, assessment, fees, duties, billing or other imposition of any taxes (including, without limitation, any sales taxes, use taxes, value added taxes, property taxes and excise taxes) imposed by any jurisdiction other than one in the United States, and any income, capital gains or other taxes based on Seller's income imposed by any taxing jurisdiction wherever located, as well as any penalties, interest and attorneys' fees relating thereto (collectively, "Seller Taxes").

(b) As between Seller and Purchaser, Purchaser shall be responsible for and shall pay, or reimburse Seller for, any and all sales, excise, gross receipts, use, personal property, transfer or similar taxes, assessments or duties imposed by any taxing authority in the United States including interest or penalties imposed thereon and any costs incurred in defense of the nonpayment thereof, including reasonable attorney's fees and expenses, arising out of, or incurred in connection with, the sale and delivery of the Aircraft to Purchaser or the use, ownership, possession, maintenance or operation of the Aircraft after the Closing, but specifically excluding Seller Taxes.

(c) The provisions of this Section 7 shall survive Closing.

8. Representations and Warranties.

(a) Seller's Representations and Warranties. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall survive the Closing:

(i) Seller has good and marketable title to the Aircraft and on the Closing Date Seller will convey to Purchaser good and marketable title to the Aircraft free and clear of any and all Liens and with no leased or loaner equipment.

(ii) Seller is duly organized, existing and in good standing under the laws of the State of Delaware and Ireland and has full power and authority to execute and deliver this Agreement, to transfer title of the Aircraft to Purchaser, and to perform all of the other actions contemplated hereby, and this Agreement does not conflict with, result in a breach of, constitute a default under or result in the creation of a Lien or encumbrance under any other agreement or instrument to which Seller is a party.

(iii) There are no judgments, actions, suits, claims or legal, administrative, arbitration or other proceedings or governmental investigations or examinations pending or threatened or injunctions or orders entered, pending or threatened against Seller or its members or managers or its business, property or assets, at law or in equity, before or by any federal, state, municipal or other governmental department, court, commission, board, bureau, agency or instrumentality, domestic or foreign, to restrain or prohibit the consummation of the transaction

contemplated hereby or to obtain damages which if decided adversely would adversely affect the ability of Seller to consummate the transaction provided for in this Agreement.

(b) Purchaser's Representations and Warranties. Purchaser hereby represents and warrants to Seller as follows, which representations and warranties shall survive the Closing:

(i) Purchaser is duly organized, existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement, to take title of the Aircraft from Seller, and to perform all of the other actions contemplated hereby, and this Agreement does not conflict with, result in a breach of, constitute a default under or result in the creation of a lien or encumbrance under, any other agreement or instrument to which Purchaser is a party.

9. LIMITATION OF WARRANTIES. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLER SET FORTH IN SECTION 8, ELSEWHERE IN THIS AGREEMENT OR IN THE WARRANTY BILL OF SALE (THE "EXPRESS CONTRACT WARRANTIES"), THE AIRCRAFT AND EACH PART THEREOF IS BEING SOLD TO PURCHASER HEREUNDER IN ITS "AS IS, WHERE IS" CONDITION AND "WITH ALL FAULTS" EFFECTIVE AT THE CLOSING. EXCEPT FOR THE EXPRESS CONTRACT WARRANTIES, NEITHER SELLER NOR ITS AGENTS, REPRESENTATIVES OR EMPLOYEES MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER TO PURCHASER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMER OF REPRESENTATIONS AND WARRANTIES, THERE IS (I) NO WARRANTY BY SELLER, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES AS TO THE AIRWORTHINESS OR PHYSICAL CONDITION OF THE AIRCRAFT, (II) NO IMPLIED WARRANTY BY SELLER, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE AIRCRAFT, (III) NO IMPLIED WARRANTY BY SELLER, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, AND (IV) NO WARRANTY BY SELLER, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES AGAINST PATENT INFRINGEMENT OR THE LIKE. IN NO EVENT SHALL EITHER PARTY HERETO BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND.

10. Breaches and Remedies.

(a) (a) Failure by Purchaser to pay the Purchase Price at Closing in accordance with this Agreement, to deliver any Closing documents required by this Agreement, or any other failure or refusal by Purchaser to perform any of its obligations under this Agreement, or any material misrepresentation by Purchaser pursuant to this Agreement, shall, upon the actual or offered performance by Seller of all its obligations, and the failure by Purchaser to cure such failure within 15 days after Seller gives Purchaser notice of such failure, constitute a breach of this

Agreement by Purchaser.

(b) Failure by Seller to deliver the Aircraft in the condition required by this Agreement, the Warranty Bill of Sale or any other Closing documents required by this Agreement, or any other failure or refusal by Seller to perform any of its obligations under this Agreement, or any material misrepresentation by Seller pursuant to this Agreement, shall, upon the actual or offered performance by Purchaser of all of its obligations, and the failure by Seller to cure such failure within 15 days after Purchaser gives Seller notice of such failure, constitute a breach of this Agreement by Seller. In the event of such a breach by Seller, promptly upon the request of Purchaser, Escrow Agent shall return the Deposit to Purchaser, and, without limiting any remedies that may be available at law or in equity, all of which are hereby expressly reserved, Seller agrees to reimburse Purchaser for all costs incurred by Purchaser for travel, inspection costs and for reasonable attorneys fees incurred in connection with the inspection of the aircraft, the negotiation of this Agreement and the transaction contemplated by this Agreement.

(c) In the event of such a breach of this Agreement, each party hereto hereby reserves and shall have such rights and remedies as are available to such party at law or in equity as a result of the breach of this Agreement by the other party hereto; provided, however, that no party hereto shall be entitled to recover any incidental or consequential damages (which are hereby expressly waived by the parties hereto) as a result of the breach of this Agreement by either party hereto. If either party hereto commences a legal proceeding to enforce any of the terms of this Agreement, the prevailing party in such action shall also have the right to recover reasonable attorneys' fees and costs from the other party to be fixed by the court in the same action, notwithstanding the limitations in Sections 10(a) and 10(b) above.

11. Performance, Force Majeure and Risk of Loss.

(a) In the event that the Aircraft is destroyed or damaged prior to the Closing Date, this Agreement may be terminated in its entirety by either party without liability to the other party, except that the Deposit shall be promptly refunded to Purchaser.

(b) Neither Seller nor Purchaser shall be responsible for any delay beyond the Closing Date due to any cause beyond its control, including but not limited to the following causes: civil wars, insurrections, strikes, riots, fires, floods, explosions, earthquakes, any act of government or governmental priorities, allocations, regulation, or orders affecting materials, act of God, or the public enemy, failure of transportation, epidemics, or labor trouble causing slowdown or interruption of work.

(c) Exclusive care, custody and control of the Aircraft and all risks of loss, damage or destruction to the Aircraft and any other property sold hereunder from any cause whatsoever, including but without limiting the generality of the foregoing, risks of damage to or loss or destruction of the Aircraft and liability to third parties for property damages, personal injury or