

Hyperion Air Inc.
Larry Visoski
3800 Southern Blvd Suite 204
West Palm Beach, FL 33406

BELL HELICOPTER REFURBISHMENT PROPOSAL – Bell 430 N901RL

Dear Sir:

Jet Center Interiors is pleased to provide Larry Visoski with the following price quotation to refurbish (1) Bell Helicopter 430 Registration # N901RL-. Terms and conditions are attached hereto:

Removal and Re-Installation of the Interior: shall commence on or about June 1, 2012

Duration of the Refurbishment of the Interior: Approx. thirty (30) days

Required Lead Time for Materials: Leather and Fabric thirty (30) days and/ Carpet, two weeks (TBD) but no later than eight (8) weeks from the time the sample is approved.

1. Recover seats, forward and aft bulkheads, lower side panels, & cockpit side doors with Customer approved leather. Re-Do cockpit seats in Leather and Matching sheepskins. — Re-web seat belts to match inserts on seats and obtain Re-web certifications
2. New Carpet and padding throughout per Customer approved design
3. Exclusive Pininfarina edition design— Pininfarina is the world renowned design house for Ferrari, Bentley and Maserati
4. Engineering, tagging and seat certification services and Fireblock and vertical burn certifications for seats and panels
5. Install wood Drink Ledges.
6. Install middle forward facing seat with full down armrest. Item may be placard as inop at Delivery with Certification paperwork to follow shortly thereafter.
7. Repaint Registration Number and Change Exterior Stripe Color to Satin Black

65.8

Terms:

75% Down payment upon signed acceptance of this Agreement

25% Due at Delivery of Aircraft, upon receipt by Jet Center Interiors of written acceptance of the completed work by Hypererian Air Inc in their sole discretion.

AGREED PRICE: \$~~150,046,800.00~~ USD

IN WITNESS WHEREOF, the undersigned party has caused this **Agreement** to be duly executed, delivered and effective as of the date herein written.

Hyperion Air Inc. _____ **Jet Center Interiors**



By: _____ By: _____
Print: _____ Print: Gary Anzalone
Date: ~~May~~~~April~~, 2012 _____ Date: May 21, 2012 _____

STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions of ~~the sale of~~ Jet Center Interiors (hereinafter the "Supplier"), together with the terms of sale set forth on ~~the our~~-signed proposal ("Proposal") submitted to you, will be the only terms of sale applicable to ~~the our~~ provision of servicing ("Services") of ~~the interior of~~ your aircraft and ~~interior~~ parts thereof ("Equipment") described in the Proposal and will comprise the entire agreement ("Agreement") for these Services. In this Agreement "you" and "your" refer to the Customer identified in the Proposal and "we," "us," and "our" refer to Supplier.

General Procedures. Supplier will perform Services on your Equipment as ~~required in your work scope and~~ stated in the attached Proposal. Our prices for Services are stated in U.S. Dollars and shall be payable in a timely manner at the rates and dates quoted to you in the Proposal.

Force Majeure. Supplier shall not be liable for any failure of, or delay in the performance of, its obligations hereunder, or in the ~~Re-D~~elivery of the Aircraft to the Customer, for the period that such failure or delay is due to: -Acts of God or the public enemy; war, insurrection or riots; fires; governmental actions; strikes or labor disputes; inability to obtain aircraft materials, accessories, equipment or parts from vendors; mechanical failures; or any other cause beyond Supplier's reasonable control. Upon the occurrence of any such event, the time required for performance by Supplier of its obligations arising under this Agreement, shall be extended by a period equal to the duration of such event.

Warranty. Supplier warrants that for a period of one (1) Year after the date of Re-Delivery of the work performed under this Agreement on the Equipment, the work performed will be free from defects in workmanship excluding normal wear and tear. Supplier agrees to repair a defective item upon its reasonable determination that the work performed does not meet this warranty.

Indemnification. Customer shall indemnify and hold Supplier and its affiliates, and each of their respective officers, directors, shareholders, agents and employees (each an “Indemnitee”) harmless from and against (and, to the extent so requested by Supplier, defend the Indemnitees against), any and all third-party claims, demands, damages, losses, liabilities, obligations, suits, judgments, causes of action, legal proceedings (whether criminal, administrative or civil), penalties and fines, together with all fees, costs and expenses, of any nature whatsoever, incurred in investigating and/or defending against the same (including, but not limited to, reasonable legal fees and expenses) which result from, pertain to, or arise out of the ownership negligent, use, leasing and/or operation of the Equipment by Customer (or anyone claiming by, through or under Customer) from and after the Re-Delivery of the Equipment but only to the extent that it is found by a final judgement of a court of competent jurisdiction such third party claims were proximately caused by Customer's actual negligence in the use, maintenance and/or operation of the Equipment. The foregoing indemnity shall not apply to any act of omission directly attributable to Supplier which is the proximate cause of any such third party claim(s).

Information, Trademarks. Unless otherwise agreed in writing, any information shared with each other shall be held in confidence and may not be disclosed to others. This does not apply to information which is or becomes part of the general public knowledge other than as a result of breach of any confidentiality obligation or which was known prior to receipt from the non-disclosing party. This Agreement does not give either party the right to use the trademarks of the other or grant any rights to any patent owned or licensed by the other party.

Governing Law. This Agreement has been negotiated and delivered in the State of Florida and shall, in all respects, be governed by, and construed in accordance with, the laws of ~~Broward County~~, the State of Florida, including all matters of construction, validity and performance, without giving effect to its conflict of laws provisions. Venue for all matters directly or indirectly related hereto, or arising hereunder, shall lie exclusively in a state court of competent jurisdiction situated in Broward County, Florida to the exclusion of all other forums, and each party waives any defense of lack of jurisdiction or inconvenient forum.

Entire Agreement. The parties agree that the terms and conditions of this Agreement constitute the entire agreement between the parties with respect to the subject matter of this agreement. This Agreement supersedes all prior understandings and/or agreements between the parties, express or implied.

