



**U.S. Customs and
Border Protection**

Hyperion Air Inc.
C/O Universal Weather & Aviation inc.
8787 Tallyho
Houston, TX 77061

Re: Visa Waiver Program application of Hyperion Air Inc.

Mr. Farid;

The application for renewal of the Visa Waiver Program (VWP) contract for Hyperion Air Inc. has been received and processed. An examination of CBP records reveals the carrier was initially accepted into the VWP on January 22, 2003. In addition, a review of the carrier's record showed no evidence the previous contract was terminated. Accordingly, an approved CBP Form I-775 and Form I-420 are enclosed with this letter. Pursuant to paragraph 14, this contract will be valid for 7 years from the date of execution by CBP.

Continued participation in this program is contingent upon the carrier's adherence to applicable statutes and regulations. The carrier must not have outstanding user fee or carrier fines debt with the agency. The carrier will be liable for administrative fines and/or liquidated damages where applicable. The attached agreement is subject to cancellation if all the provisions are not met.

If you have any questions concerning this matter, you may call a member of my staff at

[REDACTED]
Sincerely,

[REDACTED]
Director
Fines, Penalties & Forfeitures Division

Enclosure

DEPARTMENT OF HOMELAND SECURITY
U.S. Customs and Border Protection

VISA WAIVER PROGRAM AGREEMENT

OMB No. 1651-0110
Expires 06-30-2013

AN AGREEMENT
Between

HYPERION AIR, INC.

A Carrier operating between foreign territory and the United States of America

and

The United States of America

Entered into pursuant to Sections 103 and 217
Immigration and Nationality Act

07-20-10
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WHEREAS, Section 217 of the Immigration and Nationality Act of 1952, as amended, [Title 8, United States Code, Section 1187]¹ authorizes the establishment of a Visa Waiver Program and requires agreements between carriers and the Commissioner of Customs and Border Protection², on behalf of the United States of America, in conjunction with the transport of certain nonimmigrant visitors to the United States and the waiver of the requirement of nonimmigrant visas for the admission of such nonimmigrant visitors into the United States under a Visa Waiver Program;

WHEREAS, the Secretary for the Department of Homeland Security and the Secretary of State have established a Visa Waiver Program pursuant to Section 217 of the Immigration and Nationality Act of 1952, as amended;

1. a. The carrier will not transport to the United States any alien for admission as a nonimmigrant visitor under the Visa Waiver Program unless such alien: (a) is a national of and is in possession of a valid passport issued by a country listed in Section 217.2 of Title 8 of the Code of Federal Regulations; (b) has been provided with a Visa Waiver Information Form; (c) seeks admission into the United States for ninety (90) days or less; (d) has a valid, roundtrip, nontransferable, nonrefundable tickets (except in the country of issuance or nationality or residence of the alien), that is valid for one year for purposes of deportation or exclusion, issued by a carrier signatory on Form I-775, Visa Waiver Program Carrier Agreement, or by authorized agents who are sub-contractors to such a carrier, and guaranteeing transportation from the United States; (e) agrees that the return portion of each ticket may be used to effect his or her removal from the United States based on a finding of excludability or deportability under 8 CFR 217.4; (f) appears otherwise admissible to the United States.

b. The carrier will unconditionally honor and transport from the United States any alien presenting a ticket as set forth in subparagraph (d) of paragraph 1 of this Agreement and 8 CFR 231 and 217 (a).
2. The carrier will transport to the United States nonimmigrant aliens intending to travel by air or sea under the Visa Waiver Program who have received, prior to embarking on an air or sea carrier for travel to the United States as per 8 CFR 217.7(b), a travel authorization via the ESTA. So the carrier has the capability to determine ESTA status of each intending VWP traveler, prior to the signing of this agreement by all parties to this agreement, the carrier will be certified by CBP as having met the requirements for ESTA compliance. The carrier will comply with the ESTA requirements.
3. The carrier will issue only tickets that are roundtrip, nontransferable, nonrefundable (except in the country of issuance or nationality or residence of the alien), that are valid for one year for purposes of deportation and exclusion and guaranteeing transportation from the United States to aliens seeking transportation to and admission into the United States under the Visa Waiver Program;

Until such time that CBP Form I-94W is automated, at the time of departure from the United States, the carrier will lift the Form I-94-W, Nonimmigrant Visa Waiver Arrival/Departure Record of all departing passengers who were admitted to the United States under the Visa Waiver Program; will annotate the required departure data on each Form I-94-W; and will submit the collected I-94W daily to the U.S. Customs and Border Protection at the place of departure.

4. The carrier will remove from the United States (on the first available means of transportation to the alien's point of departure to the United States) any alien transported by the carrier to the United States for admission under the Visa Waiver Program in the event that the alien is determined by a U.S. Customs and Border Protection officer at the Port of Entry to be not admissible to the United States or is determined by a U.S. Customs and Border Protection officer to have remained unlawfully in the United States beyond the 90-day period of admission under the Visa Waiver Program. The carrier will carry out the responsibilities under this paragraph in a manner that does not impose on the United States expenses related to the transportation of such alien from the point of arrival in the U.S.

¹Section 101(a) of Public Law 106-396, dated October 30, 2000, provided numerous technical amendments by removing "Pilot" wherever that term appeared, and by removing paragraph (f) and redesignating paragraph (g) as (f).

²Department of Homeland Security Delegation Number 7010.3 vests in the Commissioner of U.S. Customs and Border Protection the authority to enforce and administer the immigration laws (including but not limited to 8 U.S.C. § 1187) relating to the Visa Waiver Program.

³"Round trip ticket" includes any return trip transportation ticket issued by a participating carrier, electronic ticket record, airline employee passes indicating return passage, individual vouchers for return passage, and group vouchers for return passage for charter flights.

5. The carrier will reimburse within 30 days of notice (not pay as a penalty) the Department of Homeland Security for any and all costs and expenses incurred in the transportation (from the point of arrival in the United States) of an alien described in paragraph 4 of this Agreement in the event that the carrier fails to abide by said paragraph 4.
6. The U.S. Customs and Border Protection will notify the carrier as quickly as possible and within 24 hours following a determination that an alien is to be removed from the United States under paragraph 4 of this Agreement.
7. The initial transporting carrier is not relieved of any obligations or responsibilities should an alien admitted under the Visa Waiver Program depart temporarily for a visit to foreign contiguous territory or an adjacent island during his or her visit to the U.S. under the program.
8. The carrier will provide evidence demonstrating that all User Fee accounts are current with U.S. Customs and Border Protection and that any administratively final penalties have been paid which was the result of violations of the Immigration and Nationality Act, or U.S. Customs laws.
9. A bond is required of the carrier signing this Visa Waiver Program Agreement, sufficient to cover the penalty amounts imposed for violations which the carrier incurred during the previous fiscal year.
10. This Agreement cancels and supersedes any prior agreements between the parties hereto with respect to the subject matter but does not alter or affect any rights and liabilities already accrued under any prior agreements between the parties.
11. This Agreement is subject to termination by the Secretary of Homeland Security on five (5) days written notice for failure of the carrier to abide by the provisions of this agreement, but such termination shall neither alter nor affect any liabilities or responsibilities of the carrier that have already accrued under this Agreement.
12. This Agreement will become null and void whenever the carrier ceases operations into the United States and, if the carrier intends to renew operations into the United States, the Carrier will need to obtain a new Agreement with U.S. Customs and Border Protection prior to beginning such operations.
13. This Agreement shall be subject to cancellation by either party for any reason upon fifteen day's notice in writing to the other party, but such cancellation shall not terminate any rights or liabilities already accrued under this Agreement.
14. This Agreement must be renewed seven years after the effective date when this Agreement will become null and void.
15. This Agreement shall be effective upon the date of execution hereof by the Commissioner of U.S. Customs and Border Protection.

Signed this 5 day of July, 2011

At: New York, New York

Hyperion Air, Inc.

(Name of Transportation Line)

103 Foulk Road, Suite 202

Wilmington, DE 19803

(Address of Transportation Line)

By: [Signature]

Signature

Jeffrey Epstein

Printed Name

President

Title

Signed this 28th day of October, 2011

At: Washington, DC

For the
United States of America

By: [Redacted]

Commissioner
U.S. Customs and Border Protection

Paperwork Reduction Act Statement: An agency may not conduct or sponsor an information collection and a person is not required to respond to this information unless it displays a current valid OMB control number and an expiration date. The control number for this collection is 1651-0110. The estimated average time to complete this application is 30 minutes. If you have any comments regarding the burden estimate you can write to U.S. Customs and Border Protection, Office of Regulations and Rulings, 799 9th Street, NW., Washington DC 20229.

AGREEMENT
Between
HYPERION AIR, INC.

2011 AUG 18 AM 11:41
OFFICE OF THE
EXECUTIVE ASSOCIATE COMMISSIONER

A Carrier operating between foreign territory or adjacent islands and the United States
and
The United States of America
Entered into pursuant to Section 233(a)
Immigration and Nationality Act

WHEREAS, by virtue of the authority contained in Section 233(a) of the Immigration and Nationality Act and in Section 233.2 of Title 8 of the Code of Federal Regulations, the Executive Associate Commissioner for Operations of the Immigration and Naturalization Service is empowered to enter into contracts with transportation lines for the entry and inspection of aliens coming to the United States from foreign territory or adjacent islands, and whereas no such transportation line is permitted to land any such alien in the United States until it has entered into such a contract.

NOW, THEREFORE, the undersigned transportation line, hereinafter called "the line" and the undersigned Executive Associate Commissioner for Operations of Immigration and Naturalization, hereinafter called "the Executive Associate Commissioner for Operations", hereby agree:

1. That, regarding aliens brought by it from WORLDWIDE to the United States; the line shall submit to and comply with all the requirements of the Immigration and Nationality Act, or as such Act may be amended during the term of this agreement, and any Presidential Proclamations, Executive Orders, or regulations prescribed pursuant thereto which are or may be published in the Federal Register and compiled in the Code of Federal Regulations.
2. That the line shall, in accordance with supplemental agreements to be entered into by it or on its behalf with the Executive Associate Commissioner for Operations or a District Director of the Immigration and Naturalization Service, acting on his behalf, provide and maintain at its own expense, and make available to the United States immigration officers suitable landing stations at ports of entry in the United States, providing adequate access to aliens and proper segregation of such aliens from the public until inspection and other requirements of the law and regulations are completed, and convenient facilities and office space.
3. That whenever aliens brought to the United States by the line are detained in the United States pending completion of their inspection or other requirements of the law the expense of their maintenance shall be borne by the line in accordance with the law and regulations applicable thereto.
4. That nothing in this agreement shall be construed as altering, revoking, or in any way affecting or modifying the liability under the law of either party for the payment of extra compensation for overtime services of officers and employees of the Immigration and Naturalization Service.
5. That this agreement, which it is understood and mutually agreed by the parties hereto cancels and supersedes any prior agreement between the parties hereto with respect to the subject-matter hereof (but not as to any rights or liabilities already accrued under any prior agreement), shall take effect immediately upon approval by the Executive Associate Commissioner for Operations of the Immigration and Naturalization Service, or on _____, This agreement shall be subject to cancellation by either party upon sixty days' notice in writing to the other party but such cancellation shall not terminate any rights or liabilities already accrued under this agreement.

Signed this 5TH day of July, 2011

At: New York, New York

By: [Signature]
HYPERION AIR, INC.

President
TITLE

Signed this 28th day of October, 2011

At: Washington, DC
UNITED STATES OF AMERICA

By: [Redacted Signature]
Executive Associate Commissioner for Operations,
Customs and Border Protection
Department of Homeland Security