

FOR AND IN CONSIDERATION OF \$ 1.00 & OTHER VALUABLE CONSIDERATIONS THE UNDERSIGNED OWNER(S) OF AN UNDIVIDED INTEREST IN THE LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:

UNITED STATES
 REGISTRATION NUMBER **N901RL**

AIRCRAFT MANUFACTURER & MODEL **BELL 430**

AIRCRAFT SERIAL No. **49078**

DOES THIS DAY OF **23**, 2012
 HEREBY SELL GRANT, TRANSFER AND DELIVER ALL RIGHTS,
 TITLE, AND INTERESTS IN AND TO AN UNDIVIDED 100%
 INTEREST IN SUCH AIRCRAFT UNTO:

**COPY OF ORIGINAL DOCUMENT
 ORIGINAL IN ESCROW AT
 INSURED AIRCRAFT TITLE SERVICE
 DATE: 2/23/12
 AGENT: JOAN ROBERTS, V.P.**

Do Not Write in This Block
FOR FAA USE ONLY

PURCHASER

NAME AND ADDRESS
 (IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL.)

**HYPERION AIR INC
 103 FOULK ROAD
 SUITE 202
 WILMINGTON
 DELAWARE
 19803
 USA**

**OWNING
 an undivided 100% Interest**

DEALER CERTIFICATE NUMBER

AND BY SELLERS ADMINISTRATION, AND ASSIGNS TO HAVE AND TO HOLD SINGULARLY THE SAID AIRCRAFT FOREVER, AND WARRANTS THE TITLE THEREOF
its successors

IN TESTIMONY WHEREOF WE HAVE SET OUR HAND AND SEAL THIS DAY OF **23**, 2012

	NAME (S) OF SELLER (TYPE OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN)	TITLE (TYPED OR PRINTED)
SELLER	BOVALE DEVELOPMENTS INC (OWNER TRUSTEE)		Director
		William P Merriam Jr	

ACKNOWLEDGEMENT (NOT REQUIRED FOR PURPOSES OF FAA RECORDING; HOWEVER, MAY BE REQUIRED BY LOCAL LAW FOR VALIDITY OF THE INSTRUMENT.)

ORIGINAL: TO FAA

COPY OF ORIGINAL DOCUMENT
ORIGINAL IN ESCROW AT
INSURED AIRCRAFT TITLE SERVICE
DATE: 2/23/12
AGENT: JOAN ROBERTS, V.P.

EXHIBIT B

WARRANTY BILL OF SALE

The undersigned, Bovale Developments, Inc., Trustee, a Delaware corporation and Bovale Developments, Trustor, a Irish company (together the "Seller"), is the owner of the full legal and beneficial title in and to the Bell 430 helicopter bearing Manufacturer's Serial No. 49078 and U.S. Registration No. N901RL, together with two (2) Rolls Royce model 250-C40B engines bearing Manufacturer's Serial Nos. CAE 844167 and CAE 844169, and all avionics, equipment, systems, furnishings and accessories installed on, contained in or attached to said aircraft and engines, and also including all loose equipment that is normally or currently part of or associated with said aircraft and engines, and all aircraft records and documents associated with said aircraft, engines, avionics, equipment (including loose equipment), systems, furnishing and/or accessories, all as is more particularly described in Exhibit A and Exhibit A-1 attached to that certain Aircraft Purchase Agreement dated February __, 2012 by and between Seller and Hyperion Air, Inc., a Delaware corporation ("Purchaser"), 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 in Seller's possession relating to the above-described aircraft, engines, avionics, equipment (including loose equipment), systems, furnishings and/or accessories (collectively, the "Aircraft").

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby grant, bargain, sell, convey, transfer and deliver unto Purchaser, all of Seller's right, title and interest in and to the Aircraft.

Seller hereby warrants to Purchaser, its successors and assigns, that Seller is the legal owner of the Aircraft and that there is hereby conveyed to Purchaser good and marketable title to the Aircraft, free and clear of any and 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, and Seller will warrant and defend such title forever, at the sole expense of Seller, against all claims and demands whatsoever. EXCEPT FOR THE WARRANTIES OF SELLER SET FORTH IN THE PRECEDING SENTENCE, THE AIRCRAFT IS HEREBY SOLD TO PURCHASER IN ITS "AS IS, WHERE IS" CONDITION AND "WITH ALL FAULTS."

IN WITNESS WHEREOF, Seller has caused this Warranty Bill of Sale to be executed by its duly authorized officer, as of this ____ day of _____, 2012.

BOVALE DEVELOPMENTS. TRUSTOR
By: _____
Name: _____
Title: _____

BOVALE DEVELOPMENTS, INC., TRUSTEE
By: JL
Name: John Wright
Title: Secretary