

ASI WINGS, LLC
151 Farmington Avenue
Hartford, Connecticut 06156

July 26, 2011

Freedom Air International, Inc.
103 Foulk Road, Suite 202
Wilmington, DE 19803
Attn: Darren K. Indyke

Insured Aircraft Title Service, Inc.
4848 S.W. 36th Street
Oklahoma City, OK 73179
Attn: Joan Roberts, Vice President

Re: Sikorsky S-76C Helicopter,
Manufacturer's Serial No. 760472,
U.S. Registration No. N162AE
and
Two (2) Turbomeca Arriel 2S1 Engines
Bearing Manufacturer's Serial Nos.
20040 and 20533 TEC

Ladies and Gentleman:

Reference is hereby made to that certain Aircraft Purchase Agreement dated as of July 18, 2011, between ASI Wings, LLC, as Seller, and Freedom Air International, Inc., as Purchaser, and under and pursuant to which Insured Aircraft Title Service, Inc. is serving as the Escrow Agent (the "Escrow Agent"). Capitalized terms used herein shall have the meanings assigned to said terms in the above-described Aircraft Purchase Agreement (the "Purchase Agreement").

Pursuant to the Purchase Agreement, Purchaser is placing a total purchase price of \$1,500,000.00 with the Escrow Agent, consisting of a deposit of \$100,000.00 previously placed with the Escrow Agent and a Purchase Price Balance of \$1,400,000.00 being placed with the Escrow Agent by wire transfer prior to the Closing. The primary purpose of this letter agreement is to provide that \$25,000.00 of the Purchase Price Balance which would otherwise be distributed to the Purchaser at the Closing shall, instead, be retained by the Escrow Agent (the "\$25,000.00 Retained Funds"), and shall subsequently be distributed by the Escrow Agent in accordance with the provisions of this Letter Agreement.

With respect to the above, Seller is awaiting a letter from Turbomeca S.A. (hereinafter "Turbomeca") stating that Turbomeca will extend the life of the pressure turbine blades in Module M04 of engine no. 1 (MSN 20040) by 300 hours or more.

With respect to the above, the parties understand and agree that the \$25,000.00 Retained Funds will be retained in escrow by the Escrow Agent until the earliest of the following occurs, when the Escrow Agent shall take the action indicated:

- (1) If Turbomeca provides the letter to Seller, with a copy to Purchaser, stating that Turbomeca will extend the life of the pressure turbine blades in Module M04 of engine no. 1 by 300 hours or more, in which event Escrow Agent shall immediately wire the \$25,000.00 Retained Funds to Seller in accordance with the wire instructions previously provided by Seller to Escrow Agent;
- (2) If Turbomeca produces a service letter applicable to all Arriel 2S1 engines stating that the pressure turbine blades in all such engines have been granted an extension of said engines' life limit of 300 hours or more, in which event Escrow Agent shall immediately wire the \$25,000.00 Retained Funds to Seller in accordance with the wire instructions previously provided by Seller to Escrow Agent; or
- (3) If the date of September 30, 2011 arrives and neither item (1) nor (2) above has occurred, in which event the \$25,000.00 Retained Funds shall be immediately wired by Escrow Agent to Purchaser in accordance with wire instructions previously provided by Purchaser to Escrow Agent. If the \$25,000.00 Retained Funds are wired by Escrow Agent to Purchaser in accordance with this item (3), then Seller shall have no further responsibility or liability to Purchaser with respect to extending the life of the above described pressure turbine blades and Purchaser shall not pursue Seller for any other remedies with respect thereto.

Any signatures on this letter agreement may be transmitted via facsimile or e-mail (in pdf format), which signatures shall be deemed originals for all purposes. This letter agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which counterparts when executed and delivered shall be an original but all of which shall together constitute one and the same instrument.

If each of you concur with the above and foregoing provisions of this letter agreement, please acknowledge your approval by signing in the spaces provided below.

Sincerely yours,
ASI WINGS, LLC

By: AETNA INC., Managing Member

By: Melinda Westbrook
Name: Melinda Westbrook
Title: Assistant Corporate Secretary

The above letter agreement dated July 26, 2011, is hereby approved and agreed to by each of the following:

PURCHASER: FREEDOM AIR INTERNATIONAL, INC.

By: _____
Name: _____
Title: _____

ESCROW AGENT: INSURED AIRCRAFT TITLE SERVICE, INC.

By: _____
Name: _____
Title: _____