

AIRCRAFT LISTING AGREEMENT

THIS AGREEMENT is made of this ___ day of July, 2013 (the "Effective Date") by and between, Hyperion Air, Inc., having an address at 6100 Red Hook Qtr, B3, St. Thomas, USVI 00802; Telephone: 917-868-6145 (the "Seller"), and Florida Jet Sales, Inc., a Florida corporation, having principle offices at 1516 Perimeter Road, Suite 201, West Palm Beach, FL 33406; Telephone: 561-615-8231 ("FJSI").

WITNESSETH:

WHEREAS, Seller is the owner of the following aircraft (the "Aircraft"):

Make and Model:	Gulfstream IIB
Serial Number:	151
Registration Number:	N909JE;

WHEREAS, FJSI is engaged in the business of marketing and selling corporate jet aircraft and has the necessary capabilities to perform the functions incidental to this business;

WHEREAS, Seller desires to sell the Aircraft; and

WHEREAS, Seller and FJSI desire to enter into an Agreement, pursuant to which FJSI will promote and market the sale of the Aircraft;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements contained herein, the Seller and FJSI, intending to be legally bound, do hereby agree as follows:

- 1) SCOPE OF AGREEMENT: Seller hereby appoints FJSI, and FJSI accepts such appointment and agrees to act, as Seller's exclusive broker during the term of this Agreement to promote and market the sale of the Aircraft upon, subject to and in accordance with the provisions of this Agreement.

- 2) OBLIGATION AND COOPERATION OF PARTIES: FJSI represents that it has the necessary and appropriate capabilities, skill and resources to, and it shall, conduct a continuous marketing campaign for the sale of the Aircraft for the international corporate, business and executive transportation markets, and will actively pursue the promotion and marketing for sale of the Aircraft in those markets. Seller represents that it owns the Aircraft free and clear of all liens and encumbrances or will produce good and marketable title to the Aircraft at the time of transfer. Seller agrees to make the Aircraft available for visual inspection upon reasonable advance written notice and to reasonably cooperate with FJSI in FJSI's

marketing and promotional efforts; provided, however, that no such inspection and no other requests by FJSI for Seller's cooperation shall interfere with Seller's operations, maintenance requirements or any travel plans or itineraries of Seller or Seller's owner. During the term, Seller agrees to refer prospective buyers of the Aircraft to FJSI, and not to intentionally interfere with FJSI's promotional and marketing efforts with respect to the Aircraft.

- 3) SALE AND PRICE OF AIRCRAFT: FJSI will advertise and promote the sale of this aircraft at the following price: 750,000.00. All offers will be submitted to Seller for acceptance or rejection, which will be within Seller's sole and absolute discretion. In addition, any acceptance by Seller of an offer to purchase the Aircraft will be subject to Seller and the prospective buyer executing a mutually acceptable written purchase and sales agreement with respect to the Aircraft.
- 4) COMPENSATION: FJSI shall be entitled to be paid a fee of \$50,000.00 which shall be due and payable at time of closing from escrow if and only if there is: (a) a closing on the sale of the Aircraft during the term of this Agreement, or (b) a closing within 60 days after the expiration of the term of this Agreement on the sale of the Aircraft to any purchaser introduced to Seller by FJSI during the term of this Agreement;
- 5) TERM: The term of this Agreement shall commence on the Effective Date and shall continue for 180 days. Following such 180-day period, the term of this Agreement (or of any extended term of this Agreement) may be extended upon mutual agreement of the parties prior to the expiration of the original term (or any extended term) of this Agreement. FJSI shall advise Seller of all prospective buyers. Should the Seller close the sale of the Aircraft to one of said prospects during the term or within a 60 day period after this Agreement terminates, FJSI shall be entitled to be paid its \$50,000.00 at time of closing from escrow.
- 6) ADDITIONAL PROVISIONS: Seller will provide FJSI with the current time on major components and all other pertinent data and details as to the condition of the aircraft within Seller's knowledge and possession in order to enable FJSI to advertise and market the sale of the Aircraft properly. Demonstrations and pre-buy inspections of the Aircraft will be limited in scope (it is anticipated that inspections will generally be limited to visual and log book inspections, though Seller may in its sole discretion agree to a substantially limited pre-buy inspection) and made only when and if approved by Seller in Seller's sole discretion. In all cases, expenses for such demonstrations and inspections will be paid by the prospective purchaser. Anything to the contrary provided in this Agreement notwithstanding, no compensation shall be due to FJSI with respect to the sale of less than the entire Aircraft (i.e., the sale of various parts, components and equipment from the aircraft in separate transactions), even to a prospect introduced to Seller by FJSI.
- 7) HOLD HARMLESS: As between Seller and FJSI, Seller will assume all liability of any nature whatsoever arising out of the use, demonstration or possession of the Aircraft and

agrees to indemnify, protect, defend and save harmless FJSI, it's officers, directors and employees with respect to any third-party claim, suit, action or judgment of any kind arising out of Seller's negligence or willful misconduct in connection with such use, demonstration or possession. Notwithstanding the foregoing to the contrary, FJSI agrees to indemnify and hold Seller its affiliates and their officers, directors and employees harmless from its willful or negligent acts or such acts of its employees or agents.

- 8) REPRESENTATION: It is understood and agreed that FJSI shall be construed as an independent contractor for the purpose of this Agreement and not an agent or employee of Seller or it's affiliates or divisions and that FJSI is not authorized to bind Seller or its affiliates or divisions and that no legal obligation of the parties shall become an obligation of FJSI by reason of this Agreement.
- 9) ASSIGNMENT: The Agreement may not be assigned by either party without the prior written consent of the other.
- 10) NOTICES: All notices and requests under this Agreement shall be given in writing to the appropriate party.
- 11) ADVERTISING: FJSI will advertise the aircraft via websites and media magazine at its sole cost. In the event the Aircraft is withdrawn from sale or made unmarketable by voluntary act of Seller, for no reason attributable to negligence, breach of this agreement or other misconduct by FJSI, during the term of this Agreement or any extension of said term, Seller agrees to reimburse FJSI for the reasonable and documented advertising expenses incurred in connection with this Agreement.
- 12) STATUS AND MODIFICATIONS: This Agreement is the entire Agreement between the parties and supersedes all previous arrangements between the parties hereto concerning the subject matter hereof, whether oral or written. This Agreement shall not be modified or amended except by an instrument in writing signed by the duly authorized officers of Seller and FJSI.

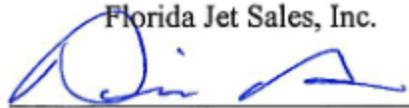
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

Hyperion Air, Inc.

By

Title

Florida Jet Sales, Inc.



Dennis Andersen
President