

October 1, 2013

Ref: **Gulfstream IIB** S/N **151** Registration **N909JE** ("Aircraft")

Dear Sirs:

Intercontinental Partners, Inc. or their assigns ("Purchaser") hereby offers to purchase the above referenced aircraft from Hyperion Air, Inc. ("Seller"), subject to the following:

1. **Purchase Price:** The purchase price shall be Three Hundred Thousand US Dollars (\$300,000 USD) payable at time of Closing.

2. **Deposit:** Within one business day of Seller's acceptance of this Offer, a deposit of \$25,000 USD will be placed at AEROTitle. Should Purchaser elect to proceed with the transaction following their inspections, the deposit shall be non-refundable subject to the terms of this Offer and shall be applied to the purchase price at time of Closing.

3. **Inspection:** This Offer is subject to Purchaser's sole satisfaction with an inspection to occur at Aircraft's location and shall include a record review and visual and systems inspection. Said inspections shall commence within five (5) business days of Seller's acceptance of this Offer. Purchaser shall give written notice of its intent to proceed with the transaction or rejection of the Aircraft within two (2) days of completion of Purchaser's inspection. All costs of movement and inspections of the Aircraft shall be at Purchaser's expense. The Aircraft shall not be flown, except for any maintenance/delivery flight, following completion of the inspections.

4. **Condition:** Aircraft shall be delivered free and clear of all liens or other encumbrances, in an As Is, Where Is condition with a current valid FAA Certificate of Airworthiness. Aircraft shall be delivered with all logbooks, flight manuals, wiring diagrams and any spare parts or accessories in Seller's possession.

5. **Delivery & Closing:** The Aircraft shall be delivered by Seller at a mutually agreeable location within five (5) business days of Purchaser's acceptance and Purchaser shall pay for Aircraft. Prior to Closing, the parties agree to execute an FAA Bill of Sale which will be placed with the escrow agent for filing with the FAA and mutually agreeable Aircraft Sales Agreement. Purchaser and Seller shall share equally any escrow fees incurred.

6. **Confidentiality:** The terms and conditions of this Offer shall remain confidential. Seller and Purchaser agree not to divulge any terms or conditions of this Offer to any third parties either prior or subsequent to delivery of the Aircraft. This Offer is null and void should there be any evidence that this Offer is used in any way to attempt to attract or negotiate other offers.

7. **Original:** For purposes of negotiating and finalizing this Offer, any signed document transmitted by fax machine shall be treated in all manner and respects as an original document with an original signature and shall be considered to have the same binding legal effect as an original document. At the request of either party, any fax document shall be re-executed by both parties in an original form.

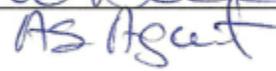
5. **Commission:** At time of closing, Seller shall pay a commission in the amount of \$10,000 USD to Private Jet Trading from the escrow proceeds.

Very truly yours,



By:

Its:



Agreed and accepted this _____ day of October, 2013:

Hyperion Air, Inc. as Seller

By:

Its: