

AIRCRAFT PURCHASE AGREEMENT

THIS AIRCRAFT PURCHASE AGREEMENT (this "Agreement") is entered into as of April 16, 2021, by and between HYPERION AIR, LLC, a U.S. Virgin Islands limited liability company, whose address is 9053 Estate Thomas, Suite 101, St. Thomas, U.S. Virgin Islands ("Seller"), and Industrial Integrity Solutions, LLC, a New Mexico limited liability company, whose address is 2151 E. Convention Center Way, Ste. 222, Ontario, CA 91764-5496 ("Purchaser").

RECITATIONS:

Subject to the terms and conditions set forth in this Agreement, Seller desires to sell, transfer, and deliver to Purchaser, and Purchaser desires to purchase from Seller, one used 2008 Keystone (Sikorsky) model S-76C++ helicopter, bearing manufacturer's serial number 760750, and currently registered with the United States Federal Aviation Administration (the "FAA") as N722JE, together with said aircraft's two (2) Turbomeca S.A. model Arriel 2S2 engines bearing Manufacturer's Serial Nos. 42285TE and 42286TEC, and with all avionics, equipment systems, furnishings and accessories installed on, contained in or attached to said aircraft and engines, all as is more particularly described on Exhibit A, and also including all airframe, engine and accessory logbooks, flight and operation manuals, maintenance and overhaul records, and all other records and paperwork relating to the above-described aircraft and engines in Seller's possession (collectively, the "Aircraft").

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the parties hereto agree as follows:

1. **Purchase Price; Payment.** Seller agrees to sell, and Purchaser agrees to purchase, the Aircraft for a total purchase price of One Million Eight Hundred Thousand U.S. Dollars (US \$1,800,000) (the "Purchase Price"), which shall be paid by Purchaser to Seller as follows:

(a) Purchaser shall wire transfer a deposit in the amount of One Hundred Thousand U.S. Dollars (US \$100,000.00) (the "Deposit") to AIC Title Service, LLC, Oklahoma City, Oklahoma, as escrow agent (the "Escrow Agent"), which Deposit shall be held in escrow and disbursed at the Closing (as hereinafter defined and described) pursuant to the conditions and requirements set forth in this Agreement; and

(b) The balance of the Purchase Price in the amount of One Million Seven Hundred Thousand U.S. Dollars (US\$1,700,000) (the "Purchase Price Balance") shall be paid at the Closing, said Purchase Price Balance to be wire transferred (as and when provided in Section 4(c) hereof) prior to the Closing into the Special Escrow Account (as defined below) of the Escrow Agent for its disbursement to Seller at the Closing upon the satisfaction of the conditions and requirements set forth in this Agreement.

1.1 **Establishment of Special Escrow Account.** The Deposit has been wire transferred to the general escrow account of the Escrow Agent maintained at JP Morgan Chase Bank N.A., 100 N. Broadway Avenue, Suite 401, Oklahoma City, OK 73102. Upon the execution of this Agreement, the Escrow Agent shall promptly cause the Deposit to be transferred to, and maintained in, a special escrow account at said Bank created and maintained solely and exclusively for the

purpose of this transaction (the "Special Escrow Account"); and the Escrow Agent shall thereupon provide Seller and Purchaser with the number of the Special Escrow Account and any other information pertinent thereto. The Deposit shall be held in escrow by the Escrow Agent in the Special Escrow Account, and shall be refundable to Purchaser unless the same becomes nonrefundable in accordance with the express provisions of this Agreement. The Escrow Agent shall not place or hold any funds in the Special Escrow Account except for the funds received in connection with this transaction (namely, the Deposit and the Purchase Price Balance).

2. Condition of the Aircraft.

(a) At the time of Seller's delivery to Purchaser of the Aircraft at the Closing, the Aircraft will be delivered to Purchaser: (a) with good and marketable title, free and clear of all liens and encumbrances, (b) with complete and continuous log books and maintenance records, (c) in an airworthy condition, subject, however, to the matters listed on Exhibit A-1, with a valid FAA standard airworthiness certificate, (d) subject to the matters listed on Exhibit A-1, with all airworthiness systems functioning in normal working order in accordance with the manufacturer's Operations Manual, (e) in compliance with the mandatory portions of all FAA airworthiness directives and mandatory service bulletins that have been issued with respect to the Aircraft with due dates on or prior to closing, (f) with all applicable remaining manufacturer's and/or vendor's warranties duly assigned by Seller to Purchaser, provided that such warranties are assignable and that any cost of assignment shall be borne solely by Purchaser, and (h) current, as of closing, on the manufacturer's recommended inspection and maintenance programs with all hourly, cycle and calendar inspections required under such program complied with without deferral. The Aircraft shall be deemed to be in "Delivery Condition" if it complies with the foregoing requirements.

3. Pre-Purchase Inspection.

(a) Purchaser, or its agent, shall have a right to perform a pre-purchase inspection of the Aircraft in accordance with this Section 3 (the "**Pre-Purchase Inspection**") at the Banyan FBO facility located at the Fort Lauderdale Executive Airport KFXE (the "**Inspection Facility**"). The Aircraft and its technical records have already been positioned at the Inspection Facility and are currently available for the Pre-Purchase Inspection as soon as Purchaser makes arrangements for the Pre-Purchase Inspection.

(b) The Pre-Purchase Inspection will be performed on behalf of Purchaser and at Purchaser's sole cost and expense in order to determine whether or not the Aircraft conforms to the Delivery Condition as provided in Section 2 of this Agreement.

(c) Purchaser shall cause the Pre-Purchase Inspection to be commenced at the Inspection Facility as soon as is reasonably practicable after the parties execute this Agreement, but in any event by no later than five (5) days after such execution.

(d) The scope and duration of the Pre-Purchase Inspection shall be as provided on Exhibit B hereto, incorporated by this reference as if fully provided herein.

(e) During the Pre-Purchase Inspection, Purchaser shall be entitled, to conduct an initial flight test of no more than sixty (60) minutes in duration to be flown by the Seller's pilots with

up to three (3) representatives of Purchaser accompanying the flight. All procedures to be adopted during such flight test shall be those that are reasonably requested by the Purchaser and agreed to by Seller prior to the commencement of such flight test or, if arising out of a condition or circumstance occurring during said flight test, those that may be reasonably requested by the Purchaser and agreed to by Seller during said flight test, subject, however, at all times to the discretion of the chief pilot who shall have absolute operational discretion and control over the Aircraft.

(f) Purchaser shall, in its sole discretion, accept or reject the Aircraft by not later than five (5) business days following the completion of the Pre-Purchase Inspection and the issuance of a written inspection report from the Purchaser's agent (the "**Inspection Report**"), copies of which shall be made available to the Seller. Any difference, discrepancy or defect in the Aircraft from any of the Delivery Condition requirements in Section 2 hereof that cause the Aircraft not to be in airworthy condition is referred to in this Agreement as a "**Discrepancy**". The Inspection Report shall note thereon each Discrepancy, if any, found during the Pre-Purchase Inspection (including, without limitation, during the test flight) and include written estimates of the costs to repair each Discrepancy so noted. At Purchaser's discretion, Purchaser shall accept the Aircraft in its "as-is", "where-is" and "with all faults" condition ("**Unconditional Acceptance**"), or reject the Aircraft ("**Rejection**"). Purchaser's Unconditional Acceptance of the Aircraft shall be evidenced by Purchaser's issuance to Seller, with a copy to the Escrow Agent, of a Certificate of Technical Acceptance in the form of Exhibit C attached hereto (the "**Certificate of Technical Acceptance**"). If there are one or more Discrepancies which cause Purchaser in its discretion to issue a Rejection, then, within such three (3) business day period, Purchaser shall deliver to Seller, with a copy to the Escrow Agent, written notice of Purchaser's termination of this Agreement in the form of Exhibit D hereof (a "**Termination Notice**").

(g) If Purchaser timely issues a Termination Notice in accordance with Section 3(f), the Escrow Agent shall refund the Deposit to Purchaser, whereupon all further obligations of Seller and Purchaser pursuant to this Agreement shall cease, except those relating to expenses and confidentiality as provided in Sections 12(n) and (o) hereof.

(h) If Purchaser issues a Certificate of Technical Acceptance indicating Purchaser's Unconditional Acceptance of the Aircraft, Purchaser shall wire transfer the Purchase Price Balance to Escrow Agent as provided in Section 1 hereof, and the parties shall proceed with Closing as hereinafter provided.

4. Closing and Delivery.

(a) The closing of this transaction ("the Closing") and delivery of the Aircraft to Purchaser shall take place at Fort Lauderdale Executive Airport KFXE, Florida ("the Closing Place") by not later than the Closing Date (as hereinafter defined), unless the parties subsequently agree upon a later date in writing, in which case such agreed upon date shall be deemed the "Closing Date". The Closing shall take place three (3) business days after: (i) Purchaser's delivery of the Certificate of Technical Acceptance indicating Purchaser's Unconditional Acceptance of the Aircraft in accordance with Sections 3(f) and (h) hereof; and (iv) confirmation from the Escrow Agent that the Escrow Agent has received the Purchase Price Balance from Purchaser and all Escrow Documents (as defined below), but in no event shall the Closing take place later than April 20, 2021 (the "**Closing Date**"). Seller and Purchaser hereby acknowledge that the passing of title, possession and delivery of the

Aircraft shall take place within the state in which the Closing Place is located. The fuel costs and the expenses of Seller's flight crew in flying the Aircraft from the Inspection Facility to the Closing Place shall be the sole responsibility of and paid for by Purchaser.

(b) At least 5 days prior to Closing Escrow Agent shall search FAA records and verify aircraft title is free and clear of all recorded liens, claims and encumbrances.

(c) Prior to the Closing, the following deliveries shall be made to the Escrow Agent by the responsible party indicated:

(i) At least two (2) days prior to the Closing Date, Seller shall deliver the following to Escrow Agent:

(A) A Warranty Bill of Sale in the form attached hereto as Exhibit E transferring title to the Aircraft to Purchaser duly executed by an authorized representative or the manager of Seller, with his or her title shown, but undated (the "**Warranty Bill of Sale**"); and

(B) An FAA Form Bill of Sale AC 8050-2 in proper form for recordation at the FAA Civil Aircraft Registry to transfer title to the Aircraft to Purchaser duly executed by an authorized representative or the manager of Seller, with his or her title shown, but undated ("**FAA Bill of Sale**").

(ii) Purchaser shall:

(A) On or before the Closing Date but prior to Closing, wire transfer the Purchase Price Balance into the Special Escrow Account of the Escrow Agent; and

(B) At least two (2) days prior to the Closing Date, deliver to the Escrow Agent an Application for Aircraft Registration (AC Form 8050-1) for the Aircraft duly executed by an authorized representative or the manager of Purchaser, but undated (the "**Application for Registration**").

The documents described in subparagraphs (i) and (ii) of this Section 4(b) are hereinafter referred to collectively as the "Escrow Documents".

(d) Prior to the Closing Date, each of Seller, Purchaser and the Escrow Agent shall notify each of the others in writing (either by correspondence, fax or e-mail) of the name or names and telephone number of each representative of the respective parties which is to participate in the conference call to be conducted in connection with the Closing (hereinafter the "**Closing Conference Call**"). The Closing Conference Call shall be originated by Purchaser on the Closing Date on or about 10:00 a.m., U.S. Central Daylight Time, so as to complete the Closing, including the filing of the Escrow Documents with the FAA Registry in Oklahoma City, Oklahoma, prior to the closing of that office on the Closing Date.

(e) At the Closing, and after the representatives of each of Seller, Purchaser and the Escrow Agent have announced their respective attendance on the Closing Conference Call, then the following shall occur:

(i) If (A) the records of the FAA then reflect that Seller is the record owner of the airframe of the Aircraft and that said airframe and the two (2) engines of the Aircraft are free and clear of all recorded liens, claims and encumbrances, and (B) the Escrow Agent has not otherwise received notice of any other lien, claim or encumbrance asserted by any third party with respect to the Aircraft, then the Escrow Agent shall so advise the participants on the Closing Conference Call and then, but only then, the Escrow Agent shall immediately wire the Purchase Price to Seller in accordance with wire transfer instructions which shall be provided to the Escrow Agent by Seller prior to the Closing Date, and simultaneously file with the FAA Registry for recordation, the FAA Bill of Sale, the Application for Registration and any other necessary Escrow Documents and, upon such filings being accomplished, shall then notify each of the participants on the Closing Conference Call of the time of filing of each such Escrow Documents. If the records of the FAA reflect there to be any lien on the Aircraft or Engines, this purchase agreement will be terminated, and the Escrow Agent shall refund the Deposit to Purchaser, whereupon all further obligations of Seller and Purchaser pursuant to this Agreement shall cease, except those relating to expenses and confidentiality as provided in Sections 12(n) and (o) hereof.

(ii) Immediately following the above, the following shall occur at the Closing Place:

(A) Seller's representative shall deliver possession of the Aircraft to Purchaser; and

(B) Purchaser shall execute and deliver to Seller a Delivery Receipt in the form attached hereto as Exhibit F.

(f) Following completion of the Closing as prescribed above, the Escrow Agent shall mail the Warranty Bill of Sale to the address specified by Purchaser.

(g) If all of the conditions and requirements specified in this Section 4 are not satisfied on or before the Closing Date (or such later date as Seller and Purchaser may agree upon in writing and provide to the Escrow Agent), then subject to the provisions of Section 9 hereof, with which the Escrow Agent shall comply, the Escrow Agent shall do the following:

(i) the Escrow Agent shall retain the Escrow Documents and the Purchase Price in escrow until Seller and Purchaser furnish the Escrow Agent with a written agreement which gives the Escrow Agent instructions for payment of said funds and release of the Escrow Documents, or, if the Escrow Agent is not furnished with such a written agreement, the Escrow Agent shall retain the Purchase Price and the Escrow Documents in escrow until the Escrow Agent is ordered to pay said

funds and release the Escrow Documents in accordance with the final order of a court of competent jurisdiction.

5. **Fee of Escrow Agent.** The fee of the Escrow Agent (which fee also includes any out-of-pocket expenses incurred by the Escrow Agent) for performing its duties specified herein shall be paid by each of Purchaser and Seller in equal portions. Their respective portions of said fee shall be paid by them to the Escrow Agent as and when required by the Escrow Agent. In addition to its duties specified above, the duties of the Escrow Agent shall also include delivering a written preliminary title and lien report with respect to the Aircraft, and also a written post-closing title and lien report with respect to the same to each of Purchaser and Seller.

6. **Taxes.** Purchaser shall be responsible for and shall pay, or reimburse Seller for, any and all sales, excise, gross receipts, use, personal property, transfer or similar taxes, assessments or duties including interest or penalties imposed thereon and any costs incurred in defense of the nonpayment thereof, including reasonable attorney's fees and expenses, arising out of, or incurred in connection with, the sale and delivery of the Aircraft to Purchaser or the use, ownership, possession, maintenance or operation of the Aircraft after the Closing, but specifically excluding any income, capital gains or other similar taxes based on the income of Seller or personal property or other similar taxes assessed or based upon Seller's ownership or use of the Aircraft prior to the Closing (which shall be Seller's responsibility). Each party hereto will be responsible for researching its own tax position in relation to the transactions contemplated hereby, and neither shall be deemed to have relied on any advice provided by the other party or such party's advisors and tax professionals. The provisions of this Section 6 shall survive Closing. The Parties have agreed that the Closing Place will be at Fort Lauderdale Executive Airport KFXE, Florida. Purchaser will provide Seller with completed Form GT-500002 to qualify for the fly-away sales tax exemption in the state of Florida and will fully comply with all requirements of Florida's fly-away sales tax exemption. Provided that Purchaser delivers this notarized form to Seller and fully complies with such requirements, Purchaser will not be required to pay any sales taxes resulting from this transaction.

7. (a) **Seller's Representations and Warranties.** Seller hereby represents and warrants to Purchaser the following:

(i) Seller has good and marketable title to the Aircraft and on the Closing Date Seller will convey to Purchaser good and marketable title to the Aircraft free and clear of any and all leases, liens, claims, rights to purchase and encumbrances of any kind or nature.

(ii) Seller is a limited liability company duly organized, validly existing, and in good standing under the laws of the United States Virgin Islands. Seller has full corporate power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder, and to consummate the transaction contemplated thereby. The execution, delivery and performance by Seller of this Agreement and the documents to be delivered hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Seller.

(iii) No broker, finder or investment banker will be entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Seller; provided, however, that Equus Global Aviation has been engaged by Seller as a broker for the Aircraft pursuant to a separate

agreement between Seller and said broker which governs the terms and conditions upon which any compensation may be due from Seller to said broker upon the sale of the Aircraft, and Purchaser shall not be responsible for any such compensation pursuant to such agreement.

(a) Purchaser's Representations and Warranties. Purchaser hereby represents and warrants to Seller the following:

(i) Purchaser is a limited liability company duly organized, validly existing, and in good standing under the laws of New Mexico. Purchaser has full corporate power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder, and to consummate the transaction contemplated thereby. The execution, delivery and performance by Purchaser of this Agreement and the documents to be delivered hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Purchaser.

(ii) No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Purchaser.

8. LIMITATION OF WARRANTIES. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLER EXPRESSLY SET FORTH IN SECTION 7 HEREOF OR IN THE WARRANTY BILL OF SALE (THE "EXPRESS CONTRACT WARRANTIES"), THE AIRCRAFT AND EACH PART THEREOF IS BEING SOLD TO PURCHASER HEREUNDER IN ITS "AS IS, WHERE IS" CONDITION AND "WITH ALL FAULTS" EFFECTIVE AT THE CLOSING. EXCEPT FOR THE EXPRESS CONTRACT WARRANTIES, NEITHER SELLER NOR ITS AGENTS, REPRESENTATIVES OR EMPLOYEES MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER TO PURCHASER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMER OF REPRESENTATIONS AND WARRANTIES, THERE IS (I) NO WARRANTY BY SELLER, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES AS TO THE AIRWORTHINESS OR PHYSICAL CONDITION OF THE AIRCRAFT; (II) NO IMPLIED WARRANTY BY SELLER, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE AIRCRAFT; (III) NO IMPLIED WARRANTY BY SELLER, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; AND (IV) NO WARRANTY BY SELLER, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES AGAINST PATENT INFRINGEMENT OR THE LIKE. IN NO EVENT SHALL EITHER PARTY HERETO BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND.

9. Purchaser's Breach and Remedies.

(a) Failure by Purchaser to pay the Purchase Price at Closing in accordance with this Agreement, to deliver any Closing documents required by this Agreement, or any other failure or refusal by Purchaser to perform any of its obligations under this Agreement, or any material misrepresentation by Purchaser pursuant to this Agreement, shall, upon the actual or offered performance by Seller of all its obligations, and the failure by Purchaser to cure such failure within seven (7) days after Seller gives Purchaser notice of such failure, constitute a breach of this Agreement

by Purchaser. Except as otherwise provided, the parties hereto expressly agree that in the event of such breach as a result of which the Closing does not take place, the Deposit shall be forfeited by Purchaser, and the Deposit shall be distributed by the Escrow Agent to Seller as liquidated damages and as its sole and exclusive remedy, all other remedies in such event, including but not limited to incidental and consequential damages, being hereby waived by Seller. The limitation of Seller's remedies as set forth in this Section 9(a) shall not be construed to limit or otherwise adversely affect Seller's post-closing remedies should the Closing occur, for breach of any express warranties by Purchaser set forth in this Agreement or the breach of any post-closing obligations of Purchaser set forth in this Agreement.

(b) If either party hereto commences a legal proceeding to enforce any of the provisions of this Agreement, the prevailing party in such action shall also have the right to recover reasonable attorneys' fees and costs from the other party to be fixed by the court in that same legal proceeding, notwithstanding any limiting provisions contained in Section 9(a) above.

10. Seller's Indemnification Regarding Title. Seller hereby agrees to defend, indemnify, and hold harmless Purchaser, its members, managers, officers, employees, agents, representatives, successors, and assigns, from and against any and all losses, liabilities, expenses, charges, fees, claims, causes of action, damages, obligation, judgments, and other costs, including but not limited to, reasonable attorneys' fees, arising out of or resulting Purchaser having to defend against a challenge by any third party to Purchaser's interest in the Aircraft.

11. Performance, Force Majeure and Risk of Loss. Notwithstanding anything to the contrary, the following shall apply:

(a) In the event that the Aircraft is destroyed or damaged prior to the Closing Date, this Agreement may be terminated in its entirety by either party without liability to the other party, except that the Purchase Price and the Application for Registration, if already delivered to the Escrow Agent, shall be promptly returned to Purchaser, and the FAA Bill of Sale and the Warranty Bill of Sale, if already delivered to the Escrow Agent, shall be promptly returned to Seller.

(b) Neither Seller nor Purchaser shall be responsible for any delay beyond the Closing Date due to any cause beyond its control, including but not limited to the following causes: civil wars, insurrections, strikes, riots, fires, floods, explosions, earthquakes, any act of government or governmental priorities, allocations, regulation, orders affecting materials, act of God, act of the public enemy, failure of transportation, epidemics, or labor trouble causing slowdown or interruption of work.

(c) Exclusive care, custody and control of the Aircraft and all risks of loss, damage or destruction to the Aircraft from any cause whatsoever, including but without limiting the generality of the foregoing, risks of damage to or loss or destruction of the Aircraft and liability to third parties for property damages, personal injury or death, shall pass to and be assumed by Purchaser upon the filing of the FAA Bill of Sale with the FAA and delivery of the Aircraft to Purchaser in accordance with the provisions of this Agreement. Upon delivery of the Aircraft to Purchaser hereunder, Seller disclaims and shall be fully relieved of, and Purchaser shall assume and, effective as of the completion of the Closing, hereby assumes, all responsibility in connection with, the Aircraft and all risks incident to ownership, maintenance, repair, use and modification thereof. Upon such delivery, Purchaser hereby indemnifies and holds harmless Seller, its managers, members, employees and agents from

and against any and all liability arising out of the care, custody, use and/or control of the Aircraft at all times from and after such delivery. The provisions of this Section 11(c) shall survive the Closing.

12. Other Matters.

(a) Each party hereto agrees to execute and deliver such additional documents and take such further actions as may be reasonably requested by the other party hereto to fully effectuate and carry out the purposes of this Agreement.

(b) Except as expressly provided herein, the provisions of this Agreement which by their terms are to be performed and observed after the Closing, and the several representations, warranties and agreements of the parties herein contained, shall survive the Closing.

(c) This Agreement sets forth the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements, arrangements and understandings relating to the subject matter hereof. No representation, promise, inducement or statement of intention has been made by either party which is not embodied in this Agreement, and neither party shall be bound by, or be liable for, any alleged representation, promise, inducement, or statement of intention not embodied herein.

(d) This Agreement may be executed in one or more counterparts, and all such counterparts shall constitute one and the same instrument.

(e) No modification or amendment of this Agreement shall be binding unless it is in writing and signed by each of the parties hereto.

(f) All notices required or permitted hereunder shall be in writing and, except as may otherwise be provided herein, shall be deemed to be given when delivered personally, or within three (3) business days after mailing, if mailed by registered or certified mail, return receipt requested, postage prepaid, or on the date of transmission, if sent by facsimile or e-mail (and written confirmation of transmission is provided), addressed to the other party for whom it is intended at the address, facsimile number, or email address set forth below, or to such other address as hereafter may be designated in writing by either party hereto to the other party hereto:

If to Seller:

HYPERION AIR, LLC
c/o [REDACTED]
5300 West Atlantic Avenue, Suite 602
Delray Beach, Florida 33484
Fax: [REDACTED]
Email: [REDACTED]

If to Purchaser:

INDUSTRIAL INTEGRITY SOLUTIONS, LLC
2151 E. Convention Center Way, Ste. 222
Ontario, CA 91764-5496

(g) Any signatures on this Agreement may be transmitted via facsimile or e-mail (in pdf format), which signatures shall be deemed originals for all purposes if transmitted in accordance with Section 12(f) above.

(h) Neither any failure nor any delay on the part of either party hereto in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial waiver or exercise of any right hereunder preclude any other future single or partial waiver or exercise of any right hereunder. No waiver hereof shall be effective unless it is writing signed by the party hereto to be charged with the same and then it shall only be effective as to the specific matter and in the specific instance stated in such writing.

(i) The descriptive headings of the several sections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

(j) This Agreement shall be construed and enforced in accordance with the laws of the U.S. Virgin Islands, excluding its conflicts of laws rules, and, to the extent applicable, the laws of the United States of America.

(k) If any clause, provision or section of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable for any reason whatsoever, such invalidity or unenforceability shall not in itself affect the remaining clauses, provisions and sections hereof, so long as the rights or obligations of the parties hereto shall not be materially and adversely affected thereby.

(l) All payments provided for in this Agreement are to be made in United States Dollars.

(m) Purchaser and Seller (for purposes of this clause, the "**Indemnifying Party**") each agree to indemnify and hold the other harmless in respect of any claims for brokerage fees, finders fees, agent's commissions or other similar payments or forms of compensation which may be made against the other party as a result of any contracts, understandings, arrangements, agreements or other actions of the Indemnifying Party in connection with the purchase or sale of the Aircraft.

(n) Except as otherwise expressly provided in this Agreement, each of Seller and Purchaser shall bear its own costs and expenses (including, but not limited to, the fees of its legal and tax advisors), incurred in the drafting and the negotiation of this Agreement and in connection with the Closing.

(o) Each of the parties hereto agree that the terms and provisions of this Agreement, including, but not limited to, the fact that discussions and negotiations have been conducted by the parties hereto, shall be deemed to be strictly confidential and shall not be disclosed to any third parties other than the parties respective employees, attorneys, accountants, tax advisors or other representatives for the purposes of effectuating the purchase and sale of the Aircraft contemplated by this Agreement, and except as may be required in connection with any applicable