

Callie Meier

From:

Sent:

To:

Cc:

Subject:

[REDACTED]
Thursday, May 6, 2021 12:16 PM

[REDACTED]
[REDACTED]
You have been added to a Digital Signature Transaction. (vMIK)

AIC Digital Signature Transaction



Hi LARRY! You have been added to a Digital Signature transaction.

To be held in escrow for closing.

THIS DOCUMENT WAS PROVIDED TO AIC BY ONE OF THE PARTIES, OR A REPRESENTATIVE OF ONE OF THE PARTIES, TO THE TRANSACTION AND IS BEING SENT TO YOU FOR DIGITAL SIGNATURE PURPOSES ONLY. AIC IS NOT RESPONSIBLE FOR THE TERMS, CONTENT, OR ACCURACY OF ANY INFORMATION CONTAINED IN THIS DOCUMENT. ANY CHANGES, MODIFICATIONS, OR ALTERATIONS TO THE DOCUMENT MUST BE OBTAINED FROM ITS AUTHOR AND NOT AIC.

Please click **CONTINUE** to view the transaction.

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<https://aircraftclosingroom.com/Dsign2f/Resp?sgs=EAH1nvJQeHKdCVwt9Hn1rcON+T/880XE9hSh4PwPP0d/zc5cBt5zTfsvPdfRU9bWD9FItOHgpXccSFGJ0A+peSyTqDD+y6/EPdsDOEknCw83d2xXXq6+2cPe4cmU2trKDojswYC3Pmjkm7EHYScpLb7DZEpqldL3ZAd3QbsTHjBx8B+NI4RKwYIweyY3w4Q9m40bWYvVNsBAo7iAI1fugjACF7POWAUrt0zxNxycfe2T+dUfd3TFsgUPoqb0d3AgU8INTxLD1vKofzvUDFUOLgfnGQb8d0MH+cdXVR4yQRfwL3eiRxXT1btYH+L3pEhOxw==>



+1 (800) 288-2519

AIC Title Service, LLC



Callie Meier

From: Gary Anzalone <[REDACTED]> on behalf of Gary Anzalone
Sent: Monday, April 19, 2021 1:39 PM
To: Melissa Koboldt; Sherry Cannon
Subject: N722JE - Sikorsky S76C++ sn 760750
Attachments: Seller Countersigned Signature page from APA dated April 16, 2021.pdf; signed by purchaser.pdf; Exhibit C acceptance.pdf

Hi Melissa

Attached you will find the executed and counter executed APA between Hyperion Air LLC and Industrial Integrity Solutions LLC for Sikorsky S76C++ sn 760750, N722JE.

Additionally, I have attached the Exhibit C Technical acceptance making the deposit hereby non refundable.

At your convenience, can you please return a copy of the APA with your executed Consent and Joinder?

I expect you have already spoken with Rich Munkvold of Industrial Integrity Solutions with respect to lien searches, IR etc, but I will differ to him with respect to the timing of the closing.

I am fairly certain there are no plans to close this week. Let me know what he tells you in this respect.

Sincerely,



Gary Anzalone
Managing Partner



Callie Meier

From: [REDACTED] on behalf of [REDACTED]
Sent: Thursday, May 6, 2021 1:15 PM
To: [REDACTED]
Subject: International Registry - Authorisation Approved

Your request for authorisation to work on the aircraft object(s) below has been granted by Industrial Integrity Solutions, LLC.

Manufacturer: TURBOMECA
Model: ARRIEL 2S2
Manufacturer's Serial Number: 42285

Manufacturer: SIKORSKY
Model: S-76
Manufacturer's Serial Number: 760750

Manufacturer: TURBOMECA
Model: ARRIEL 2S2
Manufacturer's Serial Number: 42286

For queries, please contact the International Registry helpdesk at:

Email: [REDACTED]

Phone: [REDACTED]

Callie Meier

From: [REDACTED] on behalf of [REDACTED]
Sent: Thursday, May 6, 2021 12:29 PM
To: [REDACTED]
Subject: International Registry - Authorisation Request - Action Required

A request for authorisation to work on an aircraft object(s) on behalf of Industrial Integrity Solutions, LLC has been received from the following user:

Name: Suzanne Pruitt
Entity: AIC Title Service
Role: PUE User

Manufacturer: SIKORSKY
Model: S-76
Manufacturer's Serial Number: 760750

Manufacturer: TURBOMECA
Model: ARRIEL 2S2
Manufacturer's Serial Number: 42285

Manufacturer: TURBOMECA
Model: ARRIEL 2S2
Manufacturer's Serial Number: 42286

Please login to the International Registry and select the 'Register' option to review the request and verify if it should be authorised.

For queries, please contact the International Registry helpdesk at:

Email: [REDACTED]

Phone: [REDACTED]

Callie Meier

From: Melissa Koboldt
Sent: Friday, April 16, 2021 4:58 PM
To: 'Gary Anzalone'; 'Sherry Cannon'
Subject: RE: Deposit

\$100k has been received.

Thanks,
Melissa Koboldt
Escrow agent

[REDACTED]
AIC Title Service [REDACTED]
Tel: [REDACTED] or [REDACTED] X [REDACTED] Fax: [REDACTED]
Skype: [REDACTED] www.aictitle.com

-----Original Message-----

From: Gary Anzalone [mailto:[REDACTED]]
Sent: Friday, April 16, 2021 1:39 PM
To: Melissa Koboldt <[REDACTED]>; Sherry Cannon <[REDACTED]>
Subject: Deposit

Did you get a deposit from Rich Munkvold for Sikorsky 760750?

Gary Anzalone
Equus Aviation
[REDACTED]

Callie Meier

From: Melissa Koboldt
Sent: Friday, April 16, 2021 4:57 PM
To: 'Rich Munkvold'
Subject: RE: New Escrow

\$100,000.00 deposit has been received.

Thanks,

Melissa Koboldt

Escrow agent

AIC Title Service

Tel: [REDACTED] or [REDACTED] X [REDACTED] Fax: [REDACTED]

Skype: [REDACTED] www.aictitle.com



From: Rich Munkvold [mailto:[REDACTED]]
Sent: Thursday, April 15, 2021 2:26 PM
To: Melissa Koboldt <[REDACTED]>
Subject: New Escrow

Melissa,

We are going to be wiring a deposit to you for a helicopter. I want to confirm that the proper wiring instructions should be into the -4465 account.

The helicopter is a 2008 Sikorsky S/N 760750 with a tail number of N722JE.

Please let me know.

Thanks!

Callie Meier

From: Darzhane Gresham <[REDACTED]> on behalf of Darzhane Gresham
Sent: Friday, April 16, 2021 3:37 PM
To: Melissa Koboldt
Subject: N722JE - Is this yours?

Amount: 100,000.00 USD

Account: 100001105 [REDACTED]

Bank Reference: [REDACTED]

Customer Reference: [REDACTED]

Text: W [REDACTED]

R [REDACTED]

IN [REDACTED]

9 [REDACTED]

T [REDACTED]

N [REDACTED]

Callie Meier

From: [REDACTED] on behalf of [REDACTED]
Sent: Thursday, May 6, 2021 4:48 PM
To: [REDACTED]
Subject: International Registry - Authorisation Approved

Your request for authorisation to work on the aircraft object(s) below has been granted by Hyperion Air, LLC.

Manufacturer: TURBOMECA
Model: ARRIEL 2S2
Manufacturer's Serial Number: 42286

Manufacturer: TURBOMECA
Model: ARRIEL 2S2
Manufacturer's Serial Number: 42285

Manufacturer: SIKORSKY
Model: S-76
Manufacturer's Serial Number: 760750

For queries, please contact the International Registry helpdesk at:

Email: [REDACTED]

Phone: [REDACTED]

Callie Meier

From: Rich Munkvold <[REDACTED]> on behalf of Rich Munkvold
Sent: Thursday, May 6, 2021 10:58 AM
To: registryofficials
Cc: Suzanne Pruitt; Becky Carmichael; Tonya Campbell; Tia Goodman; Melissa Koboldt
Subject: RE: International Registry - Back-Up Contact Reply Outstanding - Industrial Integrity Solutions, LLC IRM:002440117

Rich Munkvold
[REDACTED]

Chief Financial Officer

From: registryofficials <[REDACTED]>
Sent: Thursday, May 6, 2021 8:55 AM
To: Rich Munkvold <[REDACTED]>
Cc: Suzanne Pruitt <[REDACTED]>
Subject: International Registry - Back-Up Contact Reply Outstanding - Industrial Integrity Solutions, LLC IRM:002440117

Dear Richard,

An Administrator application has been received to the International Registry of International Interests in Aircraft Equipment for Industrial Integrity Solutions, LLC.

You are the designated Back-Up Contact as defined in the statutes of the International Registry for Industrial Integrity Solutions, LLC.

Please respond to this email confirming your:

Name	[REDACTED]
Phone Number	[REDACTED]
Job Title	[REDACTED]

The application is on hold until we receive a response from you containing your Name, Telephone number and Position held with Industrial Integrity Solutions, LLC.

As the designated Back-Up Contact you will be contacted if a security issue arises with the administrator's account and you must contact the International Registry if the administrator ceases to be the appointed administrator.

For full details on your duties and powers as the Back-Up Contact, please refer to the Regulations and Procedures of the International Registry and in particular to Procedures Sections 4.d and 5.12. For your convenience, we attach here a link to the current Regulations and Procedures:

<https://www.internationalregistry.aero/ir-web/common/documentDownload?locale=en&documentId=4>

All statutes of the International Registry are available at <https://www.internationalregistry.aero>.

Please contact [REDACTED] with any questions.

Please contact us immediately if any of the above is incorrect.

Data Protection Notice:

The International Registry has been provided with personal details about you as part of the application above. The detail stored electronically include, your name, phone number, position held within Industrial Integrity Solutions, LLC and email address.

Please refer to our Privacy Policy as set-out on our web site at the link provided below.

<https://www.internationalregistry.aero/ir-web/common/documentDownload?locale=en&documentId=8>

If you do not wish this information to be stored by us and hence do not wish to be the back-up contact for Industrial Integrity Solutions, LLC please contact us by email or phone. Contact details are available on our web site.

Kind Regards,

Tomas

The International Registry
International Registry of International Interests in Aircraft Equipment
Direct Line: + [REDACTED]
Fax: + [REDACTED]
www.internationalregistry.aero

Follow us on Twitter @IntlRegNews

See our training videos on YouTube <http://www.youtube.com/user/IntlRegistry>

Aviareto Limited - Managers of the International Registry of International Interests in Aircraft Equipment

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REGISTRATION NOT TRANSFERABLE

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION CERTIFICATE OF AIRCRAFT REGISTRATION		This certificate must be in the air- craft when operated.	
NATIONALITY AND REGISTRATION MARKS N 262WH		AIRCRAFT SERIAL NO. 1639	
MANUFACTURER AND MANUFACTURER'S DESIGNATION OF AIRCRAFT CIRRUS DESIGN CORP SR22T			
ICAO Aircraft Address Code: 50504147			
I S J-BUCKLE AVIATION LLC S S [REDACTED] U E D T O			
This certificate is issued for registration purposes only and is not a certificate of title. The Federal Aviation Administration does not determine rights of ownership as between private persons.			
LLC			
 It is certified that the above described aircraft has been entered on the register of the Federal Aviation Administration, United States of America, in accordance with the Convention on International Civil Aviation dated December 7, 1944, and with Title 49, United States Code, and regulations issued thereunder.			
DATE OF ISSUE EXPIRATION DATE	August 2, 2021 August 31, 2024	TO:	AC Form 8050-3 (10/2010) Supersedes previous editions
<i>Steve D.</i>		TO: J-BUCKLE AVIATION LLC 17300 HENDRY DR MORGAN HILL CA 95037-9710	AC Form 8050-3 (10/2010) Supersedes previous editions

AC Form 8050-3 (10/2010) Supersedes previous editions

EFTA00022804

EFFECT OF REGISTRATION
Title 49 U. S. C. 44103(c)(2) provides: "A certificate of registration issued under this section is not evidence of ownership of aircraft in a proceeding in which ownership is or may be in issue." THIS CERTIFICATE MUST BE SIGNED AND RETURNED BY THE REGISTERED OWNER WITHIN 21 DAYS WHEN IT IS NO LONGER IN EFFECT FOR ANY REASON UNDER 14 C.F.R. 47.41(a)(1) through (7). Registration is canceled at the request of the owner for one of the following reasons: (Must check and/or complete Block a,b,c,d or e.)

a. The aircraft is totally destroyed or scrapped.

e. The ownership of the aircraft is transferred to:

b. United States citizenship has

been lost, or the owner's status as a resident alien has changed (unless changed to that of a U.S. citizen).

c. Thirty days have elapsed since the death of the registered owner (estate representative should sign).

d. The aircraft is to be registered under the laws of a foreign country.

(NAME OF FOREIGN COUNTRY)

(SIGNATURE)

(TITLE)

(DATE)

This certificate must be returned to:

AIRCRAFT REGISTRATION BRANCH, P.O. BOX 25504, OKLAHOMA CITY, OKLAHOMA 73125-0504

RETAIN THIS INFORMATION FOR FUTURE REFERENCE
CHANGE OF ADDRESS
Federal Aviation Regulations require that the registered owner of the aircraft shall report in writing within 30 days any change in permanent mailing address. A revised Certificate of Registration will be issued without charge. The Application for Registration AC Form 8050-1 may be used to report a change of address.

REPLACEMENT OF CERTIFICATE

If this certificate is lost, destroyed, or mutilated, a replacement may be obtained at the written request of the holder. Send your request and \$2.00 replacement fee (check or money order made payable to the Federal Aviation Administration) to:

Aircraft Registration Branch
P.O. Box 25504
Oklahoma City, Oklahoma 73125-0504

NOTE: All correspondence should include the registration N-Number, manufacturer, model, and serial number of the aircraft.

To offer your feedback regarding the aircraft registration process, please visit our website at <http://registry.faa.gov/aircraft/>

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 [REDACTED] ("Seller"), and Industrial Integrity Solutions, LLC, a New Mexico limited liability company, whose address is [REDACTED] ("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 Darren K. Indyke

Fax: [REDACTED]

Email: [REDACTED]

If to Purchaser:

INDUSTRIAL INTEGRITY SOLUTIONS, LLC

Email: [REDACTED]

(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

probate laws or by applicable federal, state, territorial and local laws of the United States of America and its territories and possessions.

IN WITNESS WHEREOF, the parties to this Aircraft Purchase Agreement have caused it to be executed by their duly authorized representatives.

SELLER:

HYPERION AIR, LLC

By: _____

Name: Darren K. Indyke

Title: Authorized Representative

PURCHASER:

INDUSTRIAL INTEGRITY SOLUTIONS,
LLC

By: _____

Name: Rich Munkvold

Title: *CFO*

CONSENT AND JOINDER:

The undersigned, AIC Title Service, LLC, ("Escrow Agent") does hereby consent to and join in the foregoing Agreement hereby agreeing to act as Escrow Agent in accordance with the provisions of the Agreement applicable to Escrow Agent in exchange for an escrow fee of _____ U.S. Dollars (US \$ _____).

Escrow Agent confirms that the Deposit is being held and at all times shall continue to be held in escrow exclusively with respect to the sale of the Aircraft by Seller to Purchaser as contemplated by this Agreement and for no other transaction, person, entity, or purpose, including, without limitation, any planned or subsequent sale of the Aircraft by Purchaser. Escrow Agent further confirms that any funds constituting the Deposit or the Purchase Price have been or will be deposited with Escrow Agent from Purchaser's account or, if such funds originate from an account other than in the name of Purchaser, such funds have been or will be unconditionally and irrevocably assigned by the depositor for use as the Deposit or the Purchase Price, as applicable, solely in connection with this Agreement.

Escrow Agent's agreement to serve as the "Escrow Agent" is conditioned on the following limitation. Notwithstanding the provisions contained in Section 12(j) this Agreement or any provision contained in any other agreement between Purchaser and Seller, the competent courts of the State of Oklahoma or the United States District Court for the Western District of Oklahoma shall have exclusive jurisdiction to hear all disputes against Escrow Agent and no other courts shall have any jurisdiction whatsoever in respect of such disputes against Escrow Agent. Should a dispute arise between Purchaser and Seller relating to any funds or other items which are in the possession of Escrow Agent, Escrow Agent shall be entitled to interplead any funds or other items in its possession with the competent courts of the State of Oklahoma or the United States District Court for the Western District of Oklahoma. The foregoing shall not affect the governing law and jurisdiction provisions contained in Section 12(j) to the extent that any dispute is between only Purchaser and Seller and does not involve Escrow Agent in any manner.

Escrow Agent:
AIC Title Service, LLC

By: _____
Name: _____
Title: _____

EXHIBIT A

TO

AIRCRAFT PURCHASE AGREEMENT

BY AND BETWEEN HYPERION AIR, LLC AND INDUSTRIAL INTEGRITY SOLUTIONS, LLC

SPECIFICATIONS

2008 KEYSTONE (SIKORSKY) S-76C++ HELICOPTER

**Manufacturer's Serial No. 760750
U.S. Registration No. N722JE**

(See Attached)

EXHIBIT A AIRCRAFT SPECIFICATIONS

Total Time: 2,586.2 Landings: 5,357

Engines: (2) Turbomeca Arriel 2s2 Engines

Engine Times: 2,586.2 / 2,586.2 Engine Cycles: 3,755 / 3,782

Stunning New Custom Refurbishment By Eric Roth's INTERNATIONAL JET INTERIORS - 2019

ADS-B-Out Compliant	Iridium Phone System
XM Satellite Radio	Emergency Flotation System
Enhanced Cabin Soundproofing	LED Wash Lighting
Keith Electric Air-Conditioning System	Enrolled On Sikorsky Power Assurance Program

Interior – New 2019 Vip Interior - Executive Eight Passenger Interior Features Dual Four Person Divans. A Fold-Down Center Armrest In The Aft Divan Features A Slide-Out Drawer With XM Radio Remote. Bose Headset Jacks In Each Seat Location Allows For Intercom, As Well As XM Radio Entertainment, For All Passengers.

Led Wash Lighting Illuminated Cabin Entry Steps Iridium Phone Handset

(4) 110v Ac Outlets

Overhead Led Reading Lights And Gasper Vents Cabin Controllers In Headliner

Elegant Wood Veneer Side Ledges

(4) 12v Dc Outlets (Cigarette Outlets) Exterior – Stunning Custom Phantom Grey

Avionics: Honeywell Primus II Avionics Suite

Air Data Computer: Dual Air Data Computers

Attitude Heading Reference System: Dual Litef LCR-92s AHRS

Automatic Direction Finder: Single Collins ADF-462 ADF Receiver

Cockpit Voice Recorder: Universal CVR-120

Communications: Dual Collins VHF-22a VHF Radios

Distance Measuring Equipment: Dual Collins Dme-42 DME Transceivers

Electronic Flight Instrumentation System: Honeywell Ed-800 EFIS System

Emergency Locator Transmitter: Artex C406-N ELT With Nav Interface

Flight Control System / Autopilot: Dual Honeywell FZ-706 Flight Control Computers Flight

Management System: Universal Uns-1fw

Global Positioning System: Universal Uns-1fw WAAS/LPV

Multi-Function Display: Garmin Gmx-200 Moving Map And Graphical Weather Display

Navigation: Dual Collins Vir-32 Vhf Navigation System

Radio Altimeter: Single Collins Alt-55a Radio Altimeter System

Radio Management Unit: Dual Collins Rtu-4200 Radio Control Heads

Traffic Collision Avoidance System: Bendix King Tpu-66a TCAS 1 Processor Transponder: Dual Collins Tdr-94d Transponders With Ads-B Out Version 2

Terrain Awareness And Warning System: Honeywell Mark XXII EGPWS

Standby Indicator: Aerosonic Standby Airspeed And Altitude Indicators

Stormscope: Honeywell Lp-850 Lightning Detection System

Weather Radar: Honeywell Primus Wu-880 Weather Radar
XM Graphical Weather: Garmin Gdl-69 XM Weather Receiver

Communications - Iridium Phone System Passenger Addressing System

Entertainment - XM Satellite Radio

Additional Features

Dual Retractable Steps Pulse Light System

Halogen Search Light

Led Recognition Lights

Emergency Flotation System

Dual Crew Flashlights

Manual Rotor Brake System Maintenance

& Inspections

Sikorsky Power Assurance Program Phone Handset In

Cabin

Bose Headset Jacks For Each Seat Location Nose Landing

Gear Doors

Led Landing Lights

Upper / Lower Led Anti-Collision Lights

Keith Electric Air-Conditioned

Cockpit And Cabin First Aid Kit

Heated Windshields / Windshield Wiper

System Tinted Cabin Windows

Maintenance Tracking By Sikorsky HeliTrac

Inspection Status 36 Month C/W June 2019, Fresh Annual Jan 2021

EXHIBIT A-1

TO

AIRCRAFT PURCHASE AGREEMENT

BY AND BETWEEN HYPERION AIR, LLC AND INDUSTRIAL INTEGRITY SOLUTIONS, LLC

Purchaser will purchase the Aircraft in its as-is, where-is condition and subject to the following matters, for which Seller shall have no responsibility and which Purchaser agrees do not cause the Aircraft to violate the Delivery Condition provided for in Section 2 (a) of the Aircraft Purchase Agreement:

- 1 - Paint tailboom, remove old tail number, and install Decal N Number
This also includes cleaning minor corrosion by lower antennas.
- 2 - CoPilots EFIS tube needs to be exchanged.
- 3 - re/wire passenger headsets to communicate with Pilots.
(Previous owner: Aetna Insurance did not want Pilots to hear Passenger conversation for some reason).
- 4 - clean up current minor inspections and 60 day future Maintenance.

EXHIBIT B

TO

AIRCRAFT PURCHASE AGREEMENT

BY AND BETWEEN HYPERION AIR, LLC AND INDUSTRIAL INTEGRITY SOLUTIONS, LLC

SCOPE OF PRE-PURCHASE INSPECTION

2008 KEYSTONE (SIKORSKY) S-76C++ HELICOPTER

**Manufacturer's Serial No. 760750
U.S. Registration No. N722JE**

(See Attached)

EXHIBIT C

TO

AIRCRAFT PURCHASE AGREEMENT

BY AND BETWEEN HYPERION AIR, LLC AND INDUSTRIAL INTEGRITY SOLUTIONS, LLC

CERTIFICATE OF TECHNICAL ACCEPTANCE

2008 KEYSTONE (SIKORSKY) S-76C++ HELICOPTER

**Manufacturer's Serial No. 760750
U.S. Registration No. N722JE**

(See Attached)

EXHIBIT C

TO

AIRCRAFT PURCHASE AGREEMENT

BY AND BETWEEN HYPERION AIR, LLC AND INDUSTRIAL INTEGRITY SOLUTIONS, LLC

Certificate of Technical Acceptance

2008 KEYSTONE (SIKORSKY) S-76C++ HELICOPTER

Manufacturer's Serial No. 760750
U.S. Registration No. N722JE

Reference is made to the provisions of Sections 3(f) and (h) of the Aircraft Purchase Agreement dated April ___, 2021 (the "Agreement") by and between HYPERION AIR, LLC, a U.S. Virgin Islands limited liability company ("Seller"), and INDUSTRIAL INTEGRITY SOLUTIONS, LLC, a New Mexico limited liability company, a _____ ("Purchaser"), relating to the purchase and sale of 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"). Capitalized terms used but not otherwise defined in this Certificate shall have the meanings ascribed to such terms in the Agreement. This is to Certify as follows:

Unconditional Acceptance:

____ Purchaser hereby certifies that Purchaser has completed its Pre-Purchase Inspection of the Aircraft in accordance with the provisions of the Agreement on the date written below, and Purchaser has Technically Accepted the Aircraft in its "as is", "where-is" and "with all faults" condition. The Deposit has become non-refundable and may be disbursed only as and when provided in the Agreement. This confirmation constitutes Purchaser's Unconditional Acceptance as provided in Sections 3(f) and (h) of the Agreement;

Dated:

INDUSTRIAL INTEGRITY SOLUTIONS, LLC

By: _____

Name:

Title:

EXHIBIT D

TO

AIRCRAFT PURCHASE AGREEMENT

BY AND BETWEEN HYPERION AIR, LLC AND INDUSTRIAL INTEGRITY SOLUTIONS, LLC

TERMINATION NOTICE

2008 KEYSTONE (SIKORSKY) S-76C++ HELICOPTER

**Manufacturer's Serial No. 760750
U.S. Registration No. N722JE**

Reference is made to the provisions of Sections 3(f) and (g) of the Aircraft Purchase Agreement dated April ___, 2021 (the "Agreement") by and between HYPERION AIR, LLC, a U.S. Virgin Islands limited liability company ("Seller"), and INDUSTRIAL INTEGRITY SOLUTIONS, LLC, a New Mexico limited liability company ("Purchaser"), relating to the purchase and sale of 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"). Capitalized terms used but not otherwise defined in this Certificate shall have the meanings ascribed to such terms in the Agreement.

Purchaser hereby confirms that Purchaser has completed its Pre-Purchase Inspection of the Aircraft in accordance with the provisions of the Agreement on the date written below, and Purchaser has rejected the Aircraft. This shall constitute Purchaser's Termination Notice in accordance with Sections 3(f) and (g) of the Agreement. The Escrow Agent is directed to return the Deposit to Purchaser, whereupon all further obligations of Seller and Purchaser pursuant to the Agreement shall cease, except those relating to expenses and confidentiality as provided in Sections 12(n) and (o) of the Agreement.

Dated:

[NAME OF PURCHASER]

By: _____

Name:

Title:

EXHIBIT E

TO

AIRCRAFT PURCHASE AGREEMENT

BY AND BETWEEN HYPERION AIR, LLC AND INDUSTRIAL INTEGRITY SOLUTIONS, LLC

WARRANTY BILL OF SALE

2008 KEYSTONE (SIKORSKY) S-76C++ HELICOPTER

**Manufacturer's Serial No. 760750
U.S. Registration No. N722JE**

(See Attached)

WARRANTY BILL OF SALE

Pursuant to that certain Aircraft Purchase Agreement, dated April ___, 2021 (the "Agreement"), by and between HYPERION AIR, LLC, a U.S. Virgin Islands limited liability company ("Seller"), and INDUSTRIAL INTEGRITY SOLUTIONS, LLC, a New Mexico limited liability company ("Purchaser"), 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 by Seller, and being the owner of the full legal and beneficial title in and to that certain 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"),

Seller does hereby grant, bargain, sell, convey, transfer and deliver unto Purchaser, its successors and assigns, 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 lawful full legal, record and beneficial owner of 100% 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 leases, liens, claims, encumbrances and rights of third parties whatsoever, 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 SET FORTH IN THE IMMEDIATELY PRECEDING PARAGRAPH (THE "EXPRESS 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 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.

[Signature on following page]

IN WITNESS WHEREOF, Seller has caused this Warranty Bill of Sale to be executed by its duly authorized representative, this ____ day of April, 2021.

HYPERION AIR, LLC

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT F

TO

AIRCRAFT PURCHASE AGREEMENT

BY AND BETWEEN HYPERION AIR, LLC AND INDUSTRIAL INTEGRITY SOLUTIONS, LLC

DELIVERY RECEIPT

2008 KEYSTONE (SIKORSKY) S-76C++ HELICOPTER

**Manufacturer's Serial No. 760750
U.S. Registration No. N722JE**

(See Attached)

DELIVERY RECEIPT

2008 KEYSTONE (SIKORSKY) S-76C++ HELICOPTER

**Manufacturer's Serial No. 760750
U.S. Registration No. N722JE**

Pursuant to provisions of that certain Aircraft Purchase Agreement dated April ___, 2021 (the "Agreement") by and between HYPERION AIR, LLC, a U.S. Virgin Islands limited liability company ("Seller"), and INDUSTRIAL INTEGRITY SOLUTIONS, LLC, a New Mexico limited liability company ("Purchaser"), Purchaser hereby acknowledges the delivery and acceptance of 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").

Purchaser accepts the Aircraft at _____ p.m., on _____, 2021 in an "As Is, Where Is" condition and "With all Faults" at _____, Florida and subject to the waivers and disclaimers set forth in the Agreement.

TOTAL TIME ON AIRFRAME AT DELIVERY: _____ hours

TOTAL TIME ON ENGINES AT DELIVERY:

Engine No. 1 (MSN 42285TEC): _____ hours/cycles
Engine No. 2 (MSN 42286TEC): _____ hours/cycles

TOTAL LANDINGS AT DELIVERY: _____

INDUSTRIAL INTEGRITY SOLUTIONS, LLC

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____)) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021
by _____, as the _____ of _____, a
_____, on behalf of said _____.

NOTARY PUBLIC, STATE OF

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 [REDACTED] ("Seller"), and Industrial Integrity Solutions, LLC, a New Mexico limited liability company, whose address is [REDACTED] ("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 Darren K. Indyke
[REDACTED]

Fax: [REDACTED]

Email: [REDACTED]

If to Purchaser:

INDUSTRIAL INTEGRITY SOLUTIONS, LLC
[REDACTED]

(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

probate laws or by applicable federal, state, territorial and local laws of the United States of America and its territories and possessions.

IN WITNESS WHEREOF, the parties to this Aircraft Purchase Agreement have caused it to be executed by their duly authorized representatives.

SELLER:

HYPERION AIR, LLC

By: _____

Name: Darren K. Indyke

Title: Authorized Representative

PURCHASER:

INDUSTRIAL INTEGRITY SOLUTIONS,
LLC

By: _____

Name: Rich Munkvold

Title: *CFO*

CONSENT AND JOINDER:

The undersigned, AIC Title Service, LLC, ("Escrow Agent") does hereby consent to and join in the foregoing Agreement hereby agreeing to act as Escrow Agent in accordance with the provisions of the Agreement applicable to Escrow Agent in exchange for an escrow fee of One thousand eight U.S. Dollars (US \$ 1,800.00).

Escrow Agent confirms that the Deposit is being held and at all times shall continue to be held in escrow exclusively with respect to the sale of the Aircraft by Seller to Purchaser as contemplated by this Agreement and for no other transaction, person, entity, or purpose, including, without limitation, any planned or subsequent sale of the Aircraft by Purchaser. Escrow Agent further confirms that any funds constituting the Deposit or the Purchase Price have been or will be deposited with Escrow Agent from Purchaser's account or, if such funds originate from an account other than in the name of Purchaser, such funds have been or will be unconditionally and irrevocably assigned by the depositor for use as the Deposit or the Purchase Price, as applicable, solely in connection with this Agreement.

Escrow Agent's agreement to serve as the "Escrow Agent" is conditioned on the following limitation. Notwithstanding the provisions contained in Section 12(j) this Agreement or any provision contained in any other agreement between Purchaser and Seller, the competent courts of the State of Oklahoma or the United States District Court for the Western District of Oklahoma shall have exclusive jurisdiction to hear all disputes against Escrow Agent and no other courts shall have any jurisdiction whatsoever in respect of such disputes against Escrow Agent. Should a dispute arise between Purchaser and Seller relating to any funds or other items which are in the possession of Escrow Agent, Escrow Agent shall be entitled to interplead any funds or other items in its possession with the competent courts of the State of Oklahoma or the United States District Court for the Western District of Oklahoma. The foregoing shall not affect the governing law and jurisdiction provisions contained in Section 12(j) to the extent that any dispute is between only Purchaser and Seller and does not involve Escrow Agent in any manner.

Escrow Agent:
AIC Title Service, LLC

By: *Melissa Koboldt*
Name: Melissa Koboldt
Title: Escrow agent

EXHIBIT A

TO

AIRCRAFT PURCHASE AGREEMENT

BY AND BETWEEN HYPERION AIR, LLC AND INDUSTRIAL INTEGRITY SOLUTIONS, LLC

SPECIFICATIONS

2008 KEYSTONE (SIKORSKY) S-76C++ HELICOPTER

Manufacturer's Serial No. 760750
U.S. Registration No. N722JE

(See Attached)

EXHIBIT A AIRCRAFT SPECIFICATIONS

Total Time: 2,586.2 Landings: 5,357

Engines: (2) Turbomeca Arriel 2s2 Engines

Engine Times: 2,586.2 / 2,586.2 Engine Cycles: 3,755 / 3,782

Stunning New Custom Refurbishment By Eric Roth's INTERNATIONAL JET INTERIORS - 2019

ADS-B-Out Compliant

Iridium Phone System

XM Satellite Radio

Emergency Flotation System

Enhanced Cabin Soundproofing

LED Wash Lighting

Keith Electric Air-Conditioning System

Enrolled On Sikorsky Power Assurance Program

Interior – New 2019 Vip Interior - Executive Eight Passenger Interior Features Dual Four Person Divans. A Fold-Down Center Armrest In The Aft Divan Features A Slide-Out Drawer With XM Radio Remote. Bose Headset Jacks In Each Seat Location Allows For Intercom, As Well As XM Radio Entertainment, For All Passengers.

Led Wash Lighting Illuminated Cabin Entry Steps Iridium Phone Handset

(4) 110v Ac Outlets

Overhead Led Reading Lights And Gasper Vents Cabin Controllers In Headliner

Elegant Wood Veneer Side Ledges

(4) 12v Dc Outlets (Cigarette Outlets) Exterior – Stunning Custom Phantom Grey

Avionics: Honeywell Primus II Avionics Suite

Air Data Computer: Dual Air Data Computers

Attitude Heading Reference System: Dual Litef LCR-92s AHRS

Automatic Direction Finder: Single Collins ADF-462 ADF Receiver

Cockpit Voice Recorder: Universal CVR--120

Communications: Dual Collins VHF-22a VHF Radios

Distance Measuring Equipment: Dual Collins Dme-42 DME Transceivers

Electronic Flight Instrumentation System: Honeywell Ed-800 EFIS System

Emergency Locator Transmitter: Artex C406-N ELT With Nav Interface

Flight Control System / Autopilot: Dual Honeywell FZ-706 Flight Control Computers

Flight Management System: Universal Uns-1fw

Global Positioning System: Universal Uns-1fw WAAS/LPV

Multi-Function Display: Garmin Gmx-200 Moving Map And Graphical Weather Display

Navigation: Dual Collins Vir-32 Vhf Navigation System

Radio Altimeter: Single Collins Alt-55a Radio Altimeter System

Radio Management Unit: Dual Collins Rtu-4200 Radio Control Heads

Traffic Collision Avoidance System: Bendix King Tpu-66a TCAS 1 Processor Transponder: Dual Collins Tdr-94d Transponders With Ads-B Out Version 2

Terrain Awareness And Warning System: Honeywell Mark XXII EGPWS

Standby Indicator: Aerosonic Standby Airspeed And Altitude Indicators

Stormscope: Honeywell Lp-850 Lightning Detection System

Weather Radar: Honeywell Primus Wu-880 Weather Radar

XM Graphical Weather: Garmin Gdl-69 XM Weather Receiver

Communications - Iridium Phone System Passenger Addressing System

Entertainment - XM Satellite Radio

Additional Features

Dual Retractable Steps Pulse Light System

Halogen Search Light

Led Recognition Lights

Emergency Flotation System

Dual Crew Flashlights

Manual Rotor Brake System Maintenance

& Inspections

Sikorsky Power Assurance Program Phone Handset In

Cabin

Bose Headset Jacks For Each Seat Location Nose Landing

Gear Doors

Led Landing Lights

Upper / Lower Led Anti-Collision Lights

Keith Electric Air-Conditioned

Cockpit And Cabin First Aid Kit

Heated Windshields / Windshield Wiper

System Tinted Cabin Windows

Maintenance Tracking By Sikorsky HeliTrac

Inspection Status 36 Month C/W June 2019, Fresh Annual Jan 2021

EXHIBIT A-1

TO

AIRCRAFT PURCHASE AGREEMENT

BY AND BETWEEN HYPERION AIR, LLC AND INDUSTRIAL INTEGRITY SOLUTIONS, LLC

Purchaser will purchase the Aircraft in its as-is, where-is condition and subject to the following matters, for which Seller shall have no responsibility and which Purchaser agrees do not cause the Aircraft to violate the Delivery Condition provided for in Section 2 (a) of the Aircraft Purchase Agreement:

- 1 - Paint tailboom, remove old tail number, and install Decal N Number
This also includes cleaning minor corrosion by lower antennas.
- 2 - CoPilots EFIS tube needs to be exchanged.
- 3 - re/wire passenger headsets to communicate with Pilots.
(Previous owner: Aetna Insurance did not want Pilots to hear Passenger conversation for some reason).
- 4 - clean up current minor inspections and 60 day future Maintenance.

EXHIBIT B

TO

AIRCRAFT PURCHASE AGREEMENT

BY AND BETWEEN HYPERION AIR, LLC AND INDUSTRIAL INTEGRITY SOLUTIONS, LLC

SCOPE OF PRE-PURCHASE INSPECTION

2008 KEYSTONE (SIKORSKY) S-76C++ HELICOPTER

Manufacturer's Serial No. 760750
U.S. Registration No. N722JE

(See Attached)

EXHIBIT C

TO

AIRCRAFT PURCHASE AGREEMENT

BY AND BETWEEN HYPERION AIR, LLC AND INDUSTRIAL INTEGRITY SOLUTIONS, LLC

CERTIFICATE OF TECHNICAL ACCEPTANCE

2008 KEYSTONE (SIKORSKY) S-76C++ HELICOPTER

Manufacturer's Serial No. 760750
U.S. Registration No. N722JE

(See Attached)

EXHIBIT C

TO

AIRCRAFT PURCHASE AGREEMENT

BY AND BETWEEN HYPERION AIR, LLC AND INDUSTRIAL INTEGRITY SOLUTIONS, LLC

Certificate of Technical Acceptance

2008 KEYSTONE (SIKORSKY) S-76C++ HELICOPTER

Manufacturer's Serial No. 760750
U.S. Registration No. N722JE

Reference is made to the provisions of Sections 3(f) and (h) of the Aircraft Purchase Agreement dated April , 2021 (the "Agreement") by and between HYPERION AIR, LLC, a U.S. Virgin Islands limited liability company ("Seller"), and INDUSTRIAL INTEGRITY SOLUTIONS, LLC, a New Mexico limited liability company, a ("Purchaser"), relating to the purchase and sale of 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"). Capitalized terms used but not otherwise defined in this Certificate shall have the meanings ascribed to such terms in the Agreement. This is to Certify as follows:

Unconditional Acceptance:

 Purchaser hereby certifies that Purchaser has completed its Pre-Purchase Inspection of the Aircraft in accordance with the provisions of the Agreement on the date written below, and Purchaser has Technically Accepted the Aircraft in its "as is", "where-is" and "with all faults" condition. The Deposit has become non-refundable and may be disbursed only as and when provided in the Agreement. This confirmation constitutes Purchaser's Unconditional Acceptance as provided in Sections 3(f) and (h) of the Agreement;

Dated:

INDUSTRIAL INTEGRITY SOLUTIONS, LLC

By: _____

Name:

Title:

EXHIBIT D

TO

AIRCRAFT PURCHASE AGREEMENT

BY AND BETWEEN HYPERION AIR, LLC AND INDUSTRIAL INTEGRITY SOLUTIONS, LLC

TERMINATION NOTICE

2008 KEYSTONE (SIKORSKY) S-76C++ HELICOPTER

Manufacturer's Serial No. 760750
U.S. Registration No. N722JE

Reference is made to the provisions of Sections 3(f) and (g) of the Aircraft Purchase Agreement dated April ___, 2021 (the "Agreement") by and between HYPERION AIR, LLC, a U.S. Virgin Islands limited liability company ("Seller"), and INDUSTRIAL INTEGRITY SOLUTIONS, LLC, a New Mexico limited liability company ("Purchaser"), relating to the purchase and sale of 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"). Capitalized terms used but not otherwise defined in this Certificate shall have the meanings ascribed to such terms in the Agreement.

Purchaser hereby confirms that Purchaser has completed its Pre-Purchase Inspection of the Aircraft in accordance with the provisions of the Agreement on the date written below, and Purchaser has rejected the Aircraft. This shall constitute Purchaser's Termination Notice in accordance with Sections 3(f) and (g) of the Agreement. The Escrow Agent is directed to return the Deposit to Purchaser, whereupon all further obligations of Seller and Purchaser pursuant to the Agreement shall cease, except those relating to expenses and confidentiality as provided in Sections 12(n) and (o) of the Agreement.

Dated:

[NAME OF PURCHASER]

By: _____
Name: _____
Title: _____

EXHIBIT E

TO

AIRCRAFT PURCHASE AGREEMENT

BY AND BETWEEN HYPERION AIR, LLC AND INDUSTRIAL INTEGRITY SOLUTIONS, LLC

WARRANTY BILL OF SALE

2008 KEYSTONE (SIKORSKY) S-76C++ HELICOPTER

Manufacturer's Serial No. 760750
U.S. Registration No. N722JE

(See Attached)

WARRANTY BILL OF SALE

Pursuant to that certain Aircraft Purchase Agreement, dated April ___, 2021 (the "Agreement"), by and between HYPERION AIR, LLC, a U.S. Virgin Islands limited liability company ("Seller"), and INDUSTRIAL INTEGRITY SOLUTIONS, LLC, a New Mexico limited liability company ("Purchaser"), 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 by Seller, and being the owner of the full legal and beneficial title in and to that certain 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"),

Seller does hereby grant, bargain, sell, convey, transfer and deliver unto Purchaser, its successors and assigns, 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 lawful full legal, record and beneficial owner of 100% 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 leases, liens, claims, encumbrances and rights of third parties whatsoever, 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 SET FORTH IN THE IMMEDIATELY PRECEDING PARAGRAPH (THE "EXPRESS 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 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.

[Signature on following page]

IN WITNESS WHEREOF, Seller has caused this Warranty Bill of Sale to be executed by its duly authorized representative, this ____ day of April, 2021.

HYPERION AIR, LLC

By: _____
Name: _____
Title: _____
Date: _____