

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).  
hundred

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: \_\_\_\_\_

**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 \_\_\_\_\_.

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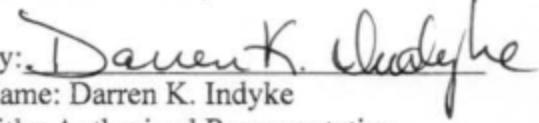
NOTARY PUBLIC, STATE OF

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: 

## AIRCRAFT PURCHASE AGREEMENT

THIS AIRCRAFT PURCHASE AGREEMENT (this "Agreement") is entered into as of April 16, 2021, by and between HYPERION AIR, LLC, a U.S. Virgin Islands limited liability company, whose address is 9053 Estate Thomas, Suite 101, St. Thomas, U.S. Virgin Islands ("Seller"), and Industrial Integrity Solutions, LLC, a New Mexico limited liability company, whose address is [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]

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

EXHIBIT C

TO

AIRCRAFT PURCHASE AGREEMENT

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

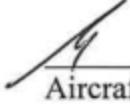
Certificate of Technical Acceptance

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 16, 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. 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: Richard Munoz  
Title: CFO

## **FIRST AMENDMENT TO AIRCRAFT PURCHASE AGREEMENT**

This **FIRST AMENDMENT TO AIRCRAFT PURCHASE AGREEMENT** (this "Amendment") is made and entered into as of the 20<sup>th</sup> day of April, 2021 (the "Effective Date"), by and between **Hyperion Air, LLC** ("Seller") and **Industrial Integrity Solutions, LLC** ("Purchaser"), and amends that certain Aircraft Purchase Agreement by and between Seller and Purchaser entered into as of April 16, 2021 (the "Agreement") governing the purchase and the sale of that certain 2008 Keystone Helicopter (Sikorsky) model S-76C++ aircraft, bearing manufacturer's serial number 760750, and currently registered with the United States Federal Aviation Administration as N722JE (the "Aircraft"). All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to those terms in the Agreement.

**WHEREAS**, Section 4(a) of the Agreement provides in relevant part that ". . . in no event shall the Closing take place later than April 20, 2021 (the "Closing Date");

**WHEREAS**, the Parties desire to extend the April 20, 2021 Closing deadline provided for in Section 4(a) until May 7, 2021, so that May 7, 2021 is the absolute latest date by which Purchaser must close under the Agreement;

**NOW, THEREFORE**, in consideration of these premises and the mutual covenants and agreements herein contained, the parties agree as follows:

**1.** Section 4(a) of the Agreement is hereby amended in its entirety to read as follows:

(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 promptly 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 (2) 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 May 7, 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, if any, in flying the Aircraft from the Inspection Facility to the Closing Place shall be the sole responsibility of and paid for by Purchaser.

**2.** In the event of any inconsistencies between the provisions of the Agreement and the provisions of this Amendment, the provisions of this Amendment shall control in all respects. Except as expressly amended hereby, the provisions of the Agreement shall remain unchanged, valid and in full force and effect.

3. This Amendment may be fully executed in separate counterparts by each of the parties hereto. Any signatures on this Amendment may be transmitted via facsimile or e-mail (in pdf format), which signatures shall be deemed originals for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this **FIRST AMENDMENT TO AIRCRAFT PURCHASE AGREEMENT** as of the day and year first written above.

**Seller:**

Hyperion Air, LLC

By: Darren Indyke  
Print: Darren Indyke  
Title: Authorized Representative

**Purchaser:**

Industrial Integrity Solutions, LLC

By:   
Print: Rick Munkvold  
Title: Chief Financial Officer

ARAUTP18

AIRCRAFT REGISTRATION SYSTEM

04/21/21

ARAUTM23 POA, RESLTN, GUARDN, RCVRSHP, BNKRPTCY, LLC NAME SELECTION 07:45

----- Page 1 of 1 -----

Name : HYPERION AIR LLC		Total Names: 1			
===== Name Range		1 thru	1	=====	
PKT	Name	Type	Eff Date	Trans	Status WIP
1.	HYPERION AIR LLC (VI)	GRANTOR	10/19/12	LLC	ACCEPT
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					

Enter Line Number for Name Selection:

Enter-PF1---PF2---PF3---PF4---PF5---PF6---PF7---PF8---PF9---PF10---PF11---PF12---

CONT HELP MAIN

PREV

EFTA00022901

ARAUTP22  
ARAUTM30

AIRCRAFT REGISTRATION SYSTEM  
LIMITED LIABILITY INQUIRY

04/21/21  
07:45

Phase : -----

Name : HYPERION AIR LLC (VI)  
Effective Date : 10/19/2012  
Expire Date :  
Limit/Restrictions :

Authorized Signer

1. MANAGER
- 2.
- 3.
- 4.

Accept Date : 09/06/2013  
Accepting Examiner : Crystal Kelley  
Enter-PF1---PF2---PF3---PF4---PF5---PF6---PF7---PF8---PF9---PF10---PF11---PF12---  
OPT MAIN PREV

ARAUTS03  
ARAUTM83

AIRCRAFT REGISTRATION SYSTEM  
AUTHORIZATION IMAGE INQUIRY

04/21/21  
07:45

----- Page 1 of 1 -----

Status : ACCEPT

	Document Description	Paper	Document Date
*	1. POWER OF ATTORNEY	YES	08/13/2013
	2.		
	3.		
	4.		
	5.		
	6.		
	7.		
	8.		
	9.		
	10.		

WINDOW 1 :

Enter-PF1---PF2---PF3---PF4---PF5---PF6---PF7---PF8---PF9---PF10--PF11--PF12---  
PRINT MAIN BATCH PREV

EFTA00022903

**At a Glance - Summary Report**Registration Number: **N722JE**

Present Registered Owner

**Hyperion Air LLC**

6100 Red Hook Quarter B3, St. Thomas, U.S. Virgin Islands 00802

**No Liens / Encumbrances (0) ** (Open all)**Airframe (KEYSTONE HELICOPTER, S-76C, 760750) **

Make	Model	Serial No
KEYSTONE HELICOPTER	S-76C	760750

**LIEN STATUS****No Liens of Record****Engine (TURBOMECA S.A., ARRIEL 2S2, 42286TEC) **

Make	Model	Serial No
TURBOMECA S.A.	ARRIEL 2S2	42286TEC

**LIEN STATUS****No Record Found - Engine****Engine (TURBOMECA S.A., ARRIEL 2S2, 42285TE) **

Make	Model	Serial No
TURBOMECA S.A.	ARRIEL 2S2	42285TE

**LIEN STATUS****No Record Found - Engine**

## ATTACHED DOCUMENT

 [FAA 337's – Airworthiness](#)



### International Registry Airframe & Engine Lien Search

#### Airframe (KEYSTONE HELICOPTER, S-76C, 760750)

Aircraft Object has been searched at the International Registry as SIKORSKY, model S-76, SN: 760750, which description matches the current Manufacturer's List. Priority Search Certificate Number: 1492287, created on 21 Apr 2021 at 14:53:48 GMT, reflects no undischarged registrations and the below-described sale(s).

No Liens of Record

#### Sale

File #: 732496

Date: 26 Jul 2011  
Fractional or Partial Interest: 100.000000%  
Seller: Freedom Air International, Inc.\*  
Buyer: ASI Wings, LLC

Time (GMT): 18:01:37

#### Sale

File #: 1644795

Date: 13 Jun 2019  
Fractional or Partial Interest: 100.000000%  
Seller: ASI Wings, LLC  
Buyer: Hyperion Air, LLC

Time (GMT): 16:03:01

#### IR Priority Search\* - Engine (TURBOMECA S.A., ARRIEL 2S2, 42285TE)

Aircraft Object has been searched at the International Registry as TURBOMECA, model ARRIEL 2S2, SN: 42285, which description does not match the current Manufacturer's List. Priority Search Certificate Number: 1492288, created on 21 Apr 2021 at 14:53:48 GMT, reflects no undischarged registrations and the below-described sale(s).

No Liens of Record

#### Sale

File #: 732506

Date: 26 Jul 2011  
Fractional or Partial Interest: 100.000000%  
Seller: Freedom Air International, Inc.\*  
Buyer: ASI Wings, LLC

Time (GMT): 18:06:15

#### Sale

File #: 1644797

Date: 13 Jun 2019  
Fractional or Partial Interest: 100.000000%  
Seller: ASI Wings, LLC  
Buyer: Hyperion Air, LLC

Time (GMT): 16:17:01

## IR Priority Search\* - Engine (TURBOMECA S.A., ARRIEL 2S2, 42286TEC)

Aircraft Object has been searched at the International Registry as TURBOMECA, model ARRIEL 2S2, SN: 42286, which description does not match the current Manufacturer's List. Priority Search Certificate Number: 1492289, created on 21 Apr 2021 at 14:53:48 GMT, reflects no undischarged registrations and the below-described sale(s).

No Liens of Record

### Sale

Date: 26 Jul 2011

Fractional or Partial Interest: 100.000000%

Seller: Freedom Air International, Inc.\*

Buyer: ASI Wings, LLC

File #: 732512

Time (GMT): 18:11:56

### Sale

Date: 13 Jun 2019

Fractional or Partial Interest: 100.000000%

Seller: ASI Wings, LLC

Buyer: Hyperion Air, LLC

File #: 1644796

Time (GMT): 16:03:04

### Detailed Reports▼

≡ FAA and International Registry Airframe Lien Search (S-76C, 760750)

≡ FAA And International Research Engine Lien Search (ARRIEL 2S2, 42286TEC)

≡ FAA And International Research Engine Lien Search (ARRIEL 2S2, 42285TE)

### ATTACHED LLC DOCUMENT

 [HYPERION AIR LLC](#)



#### FOR: AIC Title Service, LLC

Order#: 152973 Registration #: N722JE Certified By: *Bryan Vaughan* on 4/21/2021

[Print Summary Report](#)

(82792)

In preparing this order, we are (i) subject to the availability and accuracy of the Federal Aviation Administration ("FAA") and the International Registry ("IR"), including their employees, agents, and computer systems, in the filing, registering, indexing, cross-referencing and recording of instruments filed with the FAA and IR and (ii) subject to the accuracy of the information contained in the IR Priority Search Certificates, if applicable. We have relied on you to provide us with an accurate, complete and exact description of any Aircraft, Engines, and Propellers, for this search.

AIC Title Service, LLC - REDACTED  
Ph: REDACTED or REDACTED  
Fx: REDACTED  
Email: REDACTED

Prepared For:  
**Equus Global Aviation LLC**

Sherry Cannon



**FAA LIEN SEARCH AND  
INTERNATIONAL REGISTRY PRIORITY SEARCH  
ENGINE REPORT**

Make	Model	Serial No
TURBOMECA S.A.	ARRIEL 2S2	42285TE

A review of the pre-automated and/or automated FAA records, as those records pertain to that certain Engine described above, revealed the state of the record with respect to lien status is as follows:

**LIEN STATUS**

**FAA has no record of the engine as described. There are no pending documents indexed under the engine as described appearing on the FAA collateral indices of in-process documents.**

**Disclaimer:** By this report we undertake to provide only information from the records of aircraft maintained by the FAA Aircraft Registry, which constitutes those records received, examined and made a part of the public record by that office, on the particular aircraft described above at **7:29 AM CT on 04/21/2021**.

**INTERNATIONAL REGISTRY SEARCH CRITERIA**

Aircraft Object has been searched at the International Registry as TURBOMECA, model ARRIEL 2S2, SN: 42285, which description does not match the current Manufacturer's List. Priority Search Certificate Number: 1492288, created on 21 Apr 2021 at 14:53:48 GMT, reflects no undischarged registrations and the below-described sale(s).

**INTERNATIONAL REGISTRY STATUS**

No Liens of Record

**Sale**

Date: 26 Jul 2011

Fractional or Partial Interest: 100.000000%

Seller: Freedom Air International, Inc.\*

Buyer: ASI Wings, LLC

**File #: 732506**

Time (GMT): 18:06:15

**Sale****File #: 1644797**

Date: 13 Jun 2019

Time (GMT): 16:17:01

Fractional or Partial Interest: 100.000000%

Seller: ASI Wings, LLC

Buyer: Hyperion Air, LLC

**FOR: AIC Title Service, LLC**Order#: 152973 Certified By: *Bryan Vaughan* on 04/21/2021

In preparing this order, we are (i) subject to the availability and accuracy of the Federal Aviation Administration ("FAA") and the International Registry ("IR"), including their employees, agents, and computer systems, in the filing, registering, indexing, cross-referencing and recording of instruments filed with the FAA and IR and (ii) subject to the accuracy of the information contained in the IR Priority Search Certificates, if applicable. We have relied on you to provide us with an accurate, complete and exact description of any Aircraft, Engines, and Propellers, for this search.

**AIC Title Service, LLC - [REDACTED]**

Ph: [REDACTED] or [REDACTED]

Fx: [REDACTED]

Email: [REDACTED]

Prepared For:  
**Equus Global Aviation LLC**

Sherry Cannon



**FAA LIEN SEARCH AND  
INTERNATIONAL REGISTRY PRIORITY SEARCH  
ENGINE REPORT**

Make	Model	Serial No
TURBOMECA S.A.	ARRIEL 2S2	42286TEC

A review of the pre-automated and/or automated FAA records, as those records pertain to that certain Engine described above, revealed the state of the record with respect to lien status is as follows:

**LIEN STATUS**

**FAA has no record of the engine as described. There are no pending documents indexed under the engine as described appearing on the FAA collateral indices of in-process documents.**

**Disclaimer:** By this report we undertake to provide only information from the records of aircraft maintained by the FAA Aircraft Registry, which constitutes those records received, examined and made a part of the public record by that office, on the particular aircraft described above at **7:29 AM CT on 04/21/2021**.

**INTERNATIONAL REGISTRY SEARCH CRITERIA**

Aircraft Object has been searched at the International Registry as TURBOMECA, model ARRIEL 2S2, SN: 42286, which description does not match the current Manufacturer's List. Priority Search Certificate Number: 1492289, created on 21 Apr 2021 at 14:53:48 GMT, reflects no undischarged registrations and the below-described sale(s).

**INTERNATIONAL REGISTRY STATUS**

No Liens of Record

**Sale**

Date: 26 Jul 2011

Fractional or Partial Interest: 100.000000%

Seller: Freedom Air International, Inc.\*

Buyer: ASI Wings, LLC

**File #: 732512**

Time (GMT): 18:11:56

**Sale****File #: 1644796**

Date: 13 Jun 2019

Time (GMT): 16:03:04

Fractional or Partial Interest: 100.000000%

Seller: ASI Wings, LLC

Buyer: Hyperion Air, LLC

**FOR: AIC Title Service, LLC**Order#: 152973 Certified By: *Bryan Vaughan* on 04/21/2021

In preparing this order, we are (i) subject to the availability and accuracy of the Federal Aviation Administration ("FAA") and the International Registry ("IR"), including their employees, agents, and computer systems, in the filing, registering, indexing, cross-referencing and recording of instruments filed with the FAA and IR and (ii) subject to the accuracy of the information contained in the IR Priority Search Certificates, if applicable. We have relied on you to provide us with an accurate, complete and exact description of any Aircraft, Engines, and Propellers, for this search.

**AIC Title Service, LLC - [REDACTED]**

Ph: [REDACTED] or [REDACTED]

Fx: [REDACTED]

Email: [REDACTED]

Prepared For:  
**Equus Global Aviation LLC**

Sherry Cannon



**FAA TITLE SEARCH and  
INTERNATIONAL REGISTRY PRIORITY SEARCH  
AIRFRAME REPORT**

Registration No	Formerly	Make	Model	Serial No
N722JE	N750A	KEYSTONE HELICOPTER	S-76C	760750

**Present Registered Owner**

Hyperion Air LLC



Owner Type: Limited Liability Company

Signed By: Lawrence P. Visoski, Jr.

Title: Manager

Acquired By: Bill of Sale

Executed: 6-13-19

FAA Filed: 6-13-19

FAA Recorded: 7-17-19

FAA Document#: JD020475

**LIEN STATUS**

**No Liens of Record**

**Disclaimer:** By this report we undertake to provide only information from the records of aircraft maintained by the FAA Aircraft Registry, which constitutes those records received, examined and made a part of the public record by that office, on the particular aircraft described above at 7:29 AM CT on 04/21/2021.

**INTERNATIONAL REGISTRY SEARCH CRITERIA**

Aircraft Object has been searched at the International Registry as SIKORSKY, model S-76, SN: 760750, which description matches the current Manufacturer's List. Priority Search Certificate Number: 1492287, created on 21 Apr 2021 at 14:53:48 GMT, reflects no undischarged registrations and the below-described sale(s).

**INTERNATIONAL REGISTRY STATUS**

No Liens of Record

**Sale****File #: 732496**

Date: 26 Jul 2011

Time (GMT): 18:01:37

Fractional or Partial Interest: 100.000000%

Seller: Freedom Air International, Inc.\*

Buyer: ASI Wings, LLC

**Sale****File #: 1644795**

Date: 13 Jun 2019

Time (GMT): 16:03:01

Fractional or Partial Interest: 100.000000%

Seller: ASI Wings, LLC

Buyer: Hyperion Air, LLC

**FOR: AIC Title Service, LLC**Order#: 152973 Registration #: N722JE Certified By: *Bryan Vaughan* on 04/21/2021

In preparing this order, we are (i) subject to the availability and accuracy of the Federal Aviation Administration ("FAA") and the International Registry ("IR"), including their employees, agents, and computer systems, in the filing, registering, indexing, cross-referencing and recording of instruments filed with the FAA and IR and (ii) subject to the accuracy of the information contained in the IR Priority Search Certificates, if applicable. We have relied on you to provide us with an accurate, complete and exact description of any Aircraft, Engines, and Propellers, for this search.

**AIC Title Service, LLC - [REDACTED]**

Ph: [REDACTED] or [REDACTED]

Fx: [REDACTED]

Email: [REDACTED]

**At a Glance - Summary Report**Registration Number: **N722JE**

Present Registered Owner

**Hyperion Air LLC**

6100 Red Hook Quarter B3, St. Thomas, U.S. Virgin Islands 00802

**No Liens / Encumbrances (0) ** (Open all)**Airframe (KEYSTONE HELICOPTER, S-76C, 760750) **

Make	Model	Serial No
KEYSTONE HELICOPTER	S-76C	760750

**LIEN STATUS****No Liens of Record****Engine (TURBOMECA S.A., ARRIEL 2S2, 42286TEC) **

Make	Model	Serial No
TURBOMECA S.A.	ARRIEL 2S2	42286TEC

**LIEN STATUS****No Record Found - Engine****Engine (TURBOMECA S.A., ARRIEL 2S2, 42285TE) **

Make	Model	Serial No
TURBOMECA S.A.	ARRIEL 2S2	42285TE

**LIEN STATUS****No Record Found - Engine**

## ATTACHED DOCUMENT

 [FAA 337's – Airworthiness](#)



### International Registry Airframe & Engine Lien Search ▾

#### Airframe (KEYSTONE HELICOPTER, S-76C, 760750)

Aircraft Object has been searched at the International Registry as SIKORSKY, model S-76, SN: 760750, which description matches the current Manufacturer's List. Priority Search Certificate Number: 1492287, created on 21 Apr 2021 at 14:53:48 GMT, reflects no undischarged registrations and the below-described sale(s).

No Liens of Record

#### Sale

File #: 732496

Date: 26 Jul 2011  
Fractional or Partial Interest: 100.000000%  
Seller: Freedom Air International, Inc.\*  
Buyer: ASI Wings, LLC

Time (GMT): 18:01:37

#### Sale

File #: 1644795

Date: 13 Jun 2019  
Fractional or Partial Interest: 100.000000%  
Seller: ASI Wings, LLC  
Buyer: Hyperion Air, LLC

Time (GMT): 16:03:01

#### IR Priority Search\* - Engine (TURBOMECA S.A., ARRIEL 2S2, 42286TEC)

Aircraft Object has been searched at the International Registry as TURBOMECA, model ARRIEL 2S2, SN: 42286, which description does not match the current Manufacturer's List. Priority Search Certificate Number: 1492289, created on 21 Apr 2021 at 14:53:48 GMT, reflects no undischarged registrations and the below-described sale(s).

No Liens of Record

#### Sale

File #: 732512

Date: 26 Jul 2011  
Fractional or Partial Interest: 100.000000%  
Seller: Freedom Air International, Inc.\*  
Buyer: ASI Wings, LLC

Time (GMT): 18:11:56

#### Sale

File #: 1644796

Date: 13 Jun 2019  
Fractional or Partial Interest: 100.000000%  
Seller: ASI Wings, LLC  
Buyer: Hyperion Air, LLC

Time (GMT): 16:03:04

## IR Priority Search\* - Engine (TURBOMECA S.A., ARRIEL 2S2, 42285TE)

Aircraft Object has been searched at the International Registry as TURBOMECA, model ARRIEL 2S2, SN: 42285, which description does not match the current Manufacturer's List. Priority Search Certificate Number: 1492288, created on 21 Apr 2021 at 14:53:48 GMT, reflects no undischarged registrations and the below-described sale(s).

No Liens of Record

### Sale

Date: 26 Jul 2011

Fractional or Partial Interest: 100.000000%

Seller: Freedom Air International, Inc.\*

Buyer: ASI Wings, LLC

File #: 732506

Time (GMT): 18:06:15

### Sale

Date: 13 Jun 2019

Fractional or Partial Interest: 100.000000%

Seller: ASI Wings, LLC

Buyer: Hyperion Air, LLC

File #: 1644797

Time (GMT): 16:17:01

### Detailed Reports▼

≡ FAA and International Registry Airframe Lien Search (S-76C, 760750)

≡ FAA And International Research Engine Lien Search (ARRIEL 2S2, 42286TEC)

≡ FAA And International Research Engine Lien Search (ARRIEL 2S2, 42285TE)

### ATTACHED LLC DOCUMENT

 [HYPERION AIR LLC](#)



#### FOR: AIC Title Service, LLC

Order#: 152973 Registration #: N722JE Certified By: *Bryan Vaughan* on 4/21/2021

[Print Summary Report](#)

(82792)

In preparing this order, we are (i) subject to the availability and accuracy of the Federal Aviation Administration ("FAA") and the International Registry ("IR"), including their employees, agents, and computer systems, in the filing, registering, indexing, cross-referencing and recording of instruments filed with the FAA and IR and (ii) subject to the accuracy of the information contained in the IR Priority Search Certificates, if applicable. We have relied on you to provide us with an accurate, complete and exact description of any Aircraft, Engines, and Propellers, for this search.

AIC Title Service, LLC - REDACTED  
Ph: REDACTED or REDACTED  
Fx: REDACTED  
Email: REDACTED

Prepared For:

**Plan D LLC**

Darren Indyke

**FAA LIEN SEARCH AND  
INTERNATIONAL REGISTRY PRIORITY SEARCH  
ENGINE REPORT**

Make	Model	Serial No
TURBOMECA S.A.	ARRIEL 2S2	42285TE

A review of the pre-automated and/or automated FAA records, as those records pertain to that certain Engine described above, revealed the state of the record with respect to lien status is as follows:

**LIEN STATUS**

**FAA has no record of the engine as described. There are no pending documents indexed under the engine as described appearing on the FAA collateral indices of in-process documents.**

**Disclaimer:** By this report we undertake to provide only information from the records of aircraft maintained by the FAA Aircraft Registry, which constitutes those records received, examined and made a part of the public record by that office, on the particular aircraft described above at **7:29 AM CT on 04/21/2021**.

**INTERNATIONAL REGISTRY SEARCH CRITERIA**

Aircraft Object has been searched at the International Registry as TURBOMECA, model ARRIEL 2S2, SN: 42285, which description does not match the current Manufacturer's List. Priority Search Certificate Number: 1492288, created on 21 Apr 2021 at 14:53:48 GMT, reflects no undischarged registrations and the below-described sale(s).

**INTERNATIONAL REGISTRY STATUS**

No Liens of Record

**Sale**

Date: 26 Jul 2011

Fractional or Partial Interest: 100.000000%

Seller: Freedom Air International, Inc.\*

Buyer: ASI Wings, LLC

**File #: 732506**

Time (GMT): 18:06:15

**Sale****File #: 1644797**

Date: 13 Jun 2019

Time (GMT): 16:17:01

Fractional or Partial Interest: 100.000000%

Seller: ASI Wings, LLC

Buyer: Hyperion Air, LLC

**FOR: AIC Title Service, LLC**Order#: 152973 Certified By: *Bryan Vaughan* on 04/21/2021

In preparing this order, we are (i) subject to the availability and accuracy of the Federal Aviation Administration ("FAA") and the International Registry ("IR"), including their employees, agents, and computer systems, in the filing, registering, indexing, cross-referencing and recording of instruments filed with the FAA and IR and (ii) subject to the accuracy of the information contained in the IR Priority Search Certificates, if applicable. We have relied on you to provide us with an accurate, complete and exact description of any Aircraft, Engines, and Propellers, for this search.

**AIC Title Service, LLC - [REDACTED]**

Ph: [REDACTED] or [REDACTED]

Fx: [REDACTED]

Email: [REDACTED]

Prepared For:

**Plan D LLC**

Darren Indyke

**FAA LIEN SEARCH AND  
INTERNATIONAL REGISTRY PRIORITY SEARCH  
ENGINE REPORT**

Make	Model	Serial No
TURBOMECA S.A.	ARRIEL 2S2	42286TEC

A review of the pre-automated and/or automated FAA records, as those records pertain to that certain Engine described above, revealed the state of the record with respect to lien status is as follows:

**LIEN STATUS**

**FAA has no record of the engine as described. There are no pending documents indexed under the engine as described appearing on the FAA collateral indices of in-process documents.**

**Disclaimer:** By this report we undertake to provide only information from the records of aircraft maintained by the FAA Aircraft Registry, which constitutes those records received, examined and made a part of the public record by that office, on the particular aircraft described above at **7:29 AM CT on 04/21/2021**.

**INTERNATIONAL REGISTRY SEARCH CRITERIA**

Aircraft Object has been searched at the International Registry as TURBOMECA, model ARRIEL 2S2, SN: 42286, which description does not match the current Manufacturer's List. Priority Search Certificate Number: 1492289, created on 21 Apr 2021 at 14:53:48 GMT, reflects no undischarged registrations and the below-described sale(s).

**INTERNATIONAL REGISTRY STATUS**

No Liens of Record

**Sale**

Date: 26 Jul 2011

Fractional or Partial Interest: 100.000000%

Seller: Freedom Air International, Inc.\*

Buyer: ASI Wings, LLC

**File #: 732512**

Time (GMT): 18:11:56

**Sale****File #: 1644796**

Date: 13 Jun 2019

Time (GMT): 16:03:04

Fractional or Partial Interest: 100.000000%

Seller: ASI Wings, LLC

Buyer: Hyperion Air, LLC

**FOR: AIC Title Service, LLC**Order#: 152973 Certified By: *Bryan Vaughan* on 04/21/2021

In preparing this order, we are (i) subject to the availability and accuracy of the Federal Aviation Administration ("FAA") and the International Registry ("IR"), including their employees, agents, and computer systems, in the filing, registering, indexing, cross-referencing and recording of instruments filed with the FAA and IR and (ii) subject to the accuracy of the information contained in the IR Priority Search Certificates, if applicable. We have relied on you to provide us with an accurate, complete and exact description of any Aircraft, Engines, and Propellers, for this search.

**AIC Title Service, LLC - [REDACTED]**

Ph: [REDACTED] or [REDACTED]

Fx: [REDACTED]

Email: [REDACTED]

Prepared For:  
**Plan D LLC**

Darren Indyke

**FAA TITLE SEARCH and  
ONAL REGISTRY PRIORITY SEARCH  
AIRFRAME REPORT**

Registration No	Formerly	Make	Model	Serial No
N722JE	N750A	KEYSTONE HELICOPTER	S-76C	760750

**Present Registered Owner**

Hyperion Air LLC

Owner Type: Limited Liability Company

Signed By: Lawrence P. Visoski, Jr.

Title: Manager

Acquired By: Bill of Sale

Executed: 6-13-19

FAA Filed: 6-13-19

FAA Recorded: 7-17-19

## LIEN STATUS

### No Liens of Record

**Disclaimer:** By this report we undertake to provide only information from the records of aircraft maintained by the FAA Aircraft Registry, which constitutes those records received, examined and made a part of the public record by that office, on the particular aircraft described above at 7:29 AM CT on 04/21/2021.

## INTERNATIONAL REGISTRY SEARCH CRITERIA

Aircraft Object has been searched at the International Registry as SIKORSKY, model S-76, SN: 760750, which description matches the current Manufacturer's List. Priority Search Certificate Number: 1492287, created on 21 Apr 2021 at 14:53:48 GMT, reflects no undischarged registrations and the below-described sale(s).

#### INTERNATIONAL REGISTRY STATUS

**No Liens of Record**

**Sale****File #: 732496**

Date: 26 Jul 2011

Time (GMT): 18:01:37

Fractional or Partial Interest: 100.000000%

Seller: Freedom Air International, Inc.\*

Buyer: ASI Wings, LLC

**Sale****File #: 1644795**

Date: 13 Jun 2019

Time (GMT): 16:03:01

Fractional or Partial Interest: 100.000000%

Seller: ASI Wings, LLC

Buyer: Hyperion Air, LLC

**FOR: AIC Title Service, LLC**Order#: 152973 Registration #: N722JE Certified By: *Bryan Vaughan* on 04/21/2021

In preparing this order, we are (i) subject to the availability and accuracy of the Federal Aviation Administration ("FAA") and the International Registry ("IR"), including their employees, agents, and computer systems, in the filing, registering, indexing, cross-referencing and recording of instruments filed with the FAA and IR and (ii) subject to the accuracy of the information contained in the IR Priority Search Certificates, if applicable. We have relied on you to provide us with an accurate, complete and exact description of any Aircraft, Engines, and Propellers, for this search.

**AIC Title Service, LLC - [REDACTED]**

Ph: [REDACTED] or [REDACTED]

Fx: [REDACTED]

Email: [REDACTED]

**LLC STATEMENT IN SUPPORT  
OF REGISTRATION**

**HYPERION AIR, LLC** is a limited liability company of a United States Citizen and is eligible to register aircraft in its name. In this regard, we make the following representations:

1. The full name of the Applicant LLC is **HYPERION AIR, LLC** (the "LLC").
2. The jurisdiction in which the LLC is lawfully organized is the United States Virgin Islands.
3. The effective date of the LLC is October 19, 2012.
4. The name of each of the sole Member of the LLC and the type of entity of the sole Member (i.e., individual, corporation, partnership, etc.) is:

<u>NAME</u>	<u>TYPE OF ENTITY</u>	<u>U.S. CITIZENSHIP VERIFICATION</u>
Jeffrey E. Epstein	Individual	YES <u>X</u> NO _____

5. The LLC is managed by a Manager.
6. The managers, members or officers of this LLC may act independently YX N
7. The name of the sole Manager of the LLC and the type of entity of the sole Manager (i.e., individual, corporation, partnership, etc.) is:

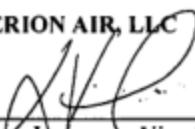
<u>NAME</u>	<u>TYPE OF ENTITY</u>	<u>U.S. CITIZENSHIP VERIFICATION</u>
Lawrence Visoski	Individual	YES <u>X</u> NO _____

The undersigned certifies that he understands that an LLC is eligible to register aircraft in its name provided that:

- (1) at least 2/3rds of the managers or managing members are "U.S. Citizens" within the meaning of 49 U.S.C. Section 40102(a)(15)(C) and;
- (2) at least 75% of the voting interest or units is owned or controlled by persons who are "U.S. citizens" or citizens of one of its possessions; and specifically that AN LLC CANNOT REGISTER AS A NON-CITIZEN CORPORATION.

If any member of this LLC is not a United States Citizen as defined in 40102(a)(15)(C) an explanation appears below to support the certification that this LLC is a "U.S. Citizen" as required by 49 U.S.C. Section 40102(a)(15)(C).

The undersigned hereby also certifies that the information given herein is true and correct and meets all citizenship specifications as required by the Federal Aviation Administration.

HYPERION AIR, LLC  
 By   
 Lawrence Visoski  
 Manager

OKLAHOMA CITY  
OKLAHOMA  
2013 AUG 13 AM 7 39  
AIRCRAFT REGISTRATION: DR  
FILED WITH FAA

\*\*\* NO RECORDS FOUND \*\*\*

ARAUTP18	AIRCRAFT REGISTRATION SYSTEM	05/05/21
ARAUTM85	POA, RESLTN, GUARDN, RCVRSHP, BNKRPTCY, LLC	14:46

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Name : INDUSTRIAL INTEGRITY SOLUTIONS LLC

---

OPTIONAL

Effective Date / /

N-Number

TYPE

Display Expired N (POA Only)

Enter-PF1---PF2---PF3---PF4---PF5---PF6---PF7---PF8---PF9---PF10--PF11--PF12---

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\*\*\* NO RECORDS FOUND \*\*\*

ARAUTP18	AIRCRAFT REGISTRATION SYSTEM	05/05/21
ARAUTM85	POA, RESLTN, GUARDN, RCVRSHP, BNKRPTCY, LLC	14:47

---

Name : INDUSTRIAL INTEGRITY SOLUTIONS

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OPTIONAL

Effective Date / /

N-Number

TYPE

Display Expired N (POA Only)

Enter-PF1---PF2---PF3---PF4---PF5---PF6---PF7---PF8---PF9---PF10--PF11--PF12---

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\*\*\* NO RECORDS FOUND \*\*\*

ARAUTP18	AIRCRAFT REGISTRATION SYSTEM	05/05/21
ARAUTM85	POA, RESLTN, GUARDN, RCVRSHP, BNKRPTCY, LLC	14:47

---

Name : INDUSTRIAL INTEGRITY

---

OPTIONAL

Effective Date / /

N-Number

TYPE

Display Expired N (POA Only)

Enter-PF1---PF2---PF3---PF4---PF5---PF6---PF7---PF8---PF9---PF10--PF11--PF12---  
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ARAUTP18

AIRCRAFT REGISTRATION SYSTEM

05/05/21

ARAUTM23 POA, RESLTN, GUARDN, RCVRSHP, BNKRPTCY, LLC NAME SELECTION 14:47

----- Page 1 of 3 -----

Name : INDUSTRIAL			Total Names: 32			
===== Name Range			1 thru	32	=====	
PKT	Name	Type	Eff Date	Trans	Status	WIP
1.	INDUSTRIAL AEROBOTICS LLC (AZ)	(EFF GRANTOR	11/07/07	LLC	ACCEPT	
2.	INDUSTRIAL AIRCRAFT CORPORATION	GRANTOR	11/30/73	POA	CONVERT	
3.	INDUSTRIAL AVIATION LLC	GRANTOR	12/18/95	LLC	ACCEPT	
4.	INDUSTRIAL BANK	GRANTOR	04/25/94	POA	CONVERT	
5.	INDUSTRIAL COMMERCIAL REALTY LLC (P	GRANTOR	12/20/04	LLC	ACCEPT	
6.	INDUSTRIAL CONTRACTING SERVICES LLC	GRANTOR	04/10/00	LLC	ACCEPT	
7.	INDUSTRIAL EQUILITES AIRCRAFT LEASI	GRANTOR		LLC	REQ/REJ	
8.	INDUSTRIAL EQUIPMENT LEASING LLC (D	GRANTOR	10/05/10	LLC	ACCEPT	
9.	INDUSTRIAL EQUIPMENT SERVICES LLC (	GRANTOR	09/22/06	LLC	ACCEPT	
10.	INDUSTRIAL EQUITIES AIRCRAFT LEASIN	GRANTOR	06/14/17	LLC	ACCEPT	
11.	INDUSTRIAL GROUP II LLC (NC)	GRANTOR	01/09/06	LLC	ACCEPT	
12.	INDUSTRIAL HELICOPTERS LLC (LA)	GRANTOR	10/06/11	LLC	ACCEPT	

Enter Line Number for Name Selection:

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ARAUTP18

AIRCRAFT REGISTRATION SYSTEM

05/05/21

ARAUTM23 POA, RESLTN, GUARDN, RCVRSHP, BNKRPTCY, LLC NAME SELECTION 14:47

----- Page 2 of 3 -----

Name : INDUSTRIAL			Total Names: 32			
===== Name Range			1 thru 32	=====		
PKT	Name	Type	Eff Date	Trans	Status	WIP
1.	INDUSTRIAL INTERNATIONAL AVIATION	GRANTOR	08/29/77	POA	CONVERT	
2.	INDUSTRIAL MARINE TECHNOLOGY LLC	GRANTOR	10/12/04	POA	ACCEPT	
3.	INDUSTRIAL MARINE TECHNOLOGY LLC	GRANTOR	07/24/00	POA	ACCEPT	
4.	INDUSTRIAL MARINE TECHNOLOGY LLC	GRANTOR	02/17/00	POA	ACCEPT	
5.	INDUSTRIAL MARINE TECHNOLOGY LLC	GRANTOR	12/29/99	LLC	ACCEPT	
6.	INDUSTRIAL NATIONAL BANK OF RHODE I	GRANTOR	08/17/78	POA	CONVERT	
7.	INDUSTRIAL NETWORKS LLC (MA)	GRANTOR	04/10/18	LLC	ACCEPT	
8.	INDUSTRIAL REALTY GROUP LLC	GRANTOR	01/21/15	POA	ACCEPT	
9.	INDUSTRIAL REALTY GROUP LLC	AGENT	03/01/13	POA	ACCEPT	
10.	INDUSTRIAL REALTY GROUP LLC	GRANTOR	03/09/12	POA	ACCEPT	
11.	INDUSTRIAL REALTY GROUP LLC (NV)	GRANTOR	05/05/99	LLC	ACCEPT	
12.	INDUSTRIAL SITE SERVICES INC	GRANTOR		POA	REQ/REJ	

Enter Line Number for Name Selection:

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ARAUTP18

AIRCRAFT REGISTRATION SYSTEM

05/05/21

ARAUTM23 POA, RESLTN, GUARDN, RCVRSHP, BNKRPTCY, LLC NAME SELECTION 14:47

----- Page 3 of 3 -----

Name : INDUSTRIAL			Total Names: 32			
===== Name Range			1 thru	32	=====	
PKT	Name	Type	Eff Date	Trans	Status	WIP
1.	INDUSTRIAL SYSTEMS & SERVICES CO LL GRANTOR		04/10/09	POA	ACCEPT	
2.	INDUSTRIAL SYSTEMS & SERVICES COMPA GRANTOR		06/06/05	POA	ACCEPT	
3.	INDUSTRIAL SYSTEMS & SERVICES COMPA GRANTOR		01/01/05	LLC	ACCEPT	
4.	INDUSTRIAL TERMINALS MANAGEMENT LLC GRANTOR		05/31/06	POA	ACCEPT	
5.	INDUSTRIAL TERMINALS MANAGEMENT LLC GRANTOR		10/06/04	LLC	ACCEPT	
6.	INDUSTRIAL TRANSPORTATION & DISTRIB GRANTOR		02/22/11	LLC	ACCEPT	
7.	INDUSTRIAL WASTE GROUP LLC (DE)	GRANTOR	09/19/00	LLC	ACCEPT	
8.	INDUSTRIAL-COMMERCIAL REALTY LLC (P	GRANTOR	01/01/05	LLC	ACCEPT	
9.						
10.						
11.						
12.						

Enter Line Number for Name Selection:

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\*\*\* NO RECORDS FOUND \*\*\*

ARAUTP18	AIRCRAFT REGISTRATION SYSTEM	05/05/21
ARAUTM85	POA, RESLTN, GUARDN, RCVRSHP, BNKRPTCY, LLC	14:46

---

Name : INDUSTRIAL INTEGRITY SOLUTIONS LLC

---

OPTIONAL

Effective Date / /

N-Number

TYPE

Display Expired N (POA Only)

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\*\*\* NO RECORDS FOUND \*\*\*

ARAUTP18	AIRCRAFT REGISTRATION SYSTEM	05/05/21
ARAUTM85	POA, RESLTN, GUARDN, RCVRSHP, BNKRPTCY, LLC	14:47

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Name : INDUSTRIAL INTEGRITY SOLUTIONS

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OPTIONAL

Effective Date / /

N-Number

TYPE

Display Expired N (POA Only)

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CONT MAIN PREV

\*\*\* NO RECORDS FOUND \*\*\*

ARAUTP18	AIRCRAFT REGISTRATION SYSTEM	05/05/21
ARAUTM85	POA, RESLTN, GUARDN, RCVRSHP, BNKRPTCY, LLC	14:47

---

Name : INDUSTRIAL INTEGRITY

---

OPTIONAL

Effective Date / /

N-Number

TYPE

Display Expired N (POA Only)

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ARAUTP18

AIRCRAFT REGISTRATION SYSTEM

05/05/21

ARAUTM23 POA, RESLTN, GUARDN, RCVRSHP, BNKRPTCY, LLC NAME SELECTION 14:47

----- Page 1 of 3 -----

Name : INDUSTRIAL			Total Names: 32			
===== Name Range			1 thru	32	=====	
PKT	Name	Type	Eff Date	Trans	Status	WIP
1.	INDUSTRIAL AEROBOTICS LLC (AZ) (EFF	GRANTOR	11/07/07	LLC	ACCEPT	
2.	INDUSTRIAL AIRCRAFT CORPORATION	GRANTOR	11/30/73	POA	CONVERT	
3.	INDUSTRIAL AVIATION LLC	GRANTOR	12/18/95	LLC	ACCEPT	
4.	INDUSTRIAL BANK	GRANTOR	04/25/94	POA	CONVERT	
5.	INDUSTRIAL COMMERCIAL REALTY LLC (P	GRANTOR	12/20/04	LLC	ACCEPT	
6.	INDUSTRIAL CONTRACTING SERVICES LLC	GRANTOR	04/10/00	LLC	ACCEPT	
7.	INDUSTRIAL EQUILITES AIRCRAFT LEASI	GRANTOR		LLC	REQ/REJ	
8.	INDUSTRIAL EQUIPMENT LEASING LLC (D	GRANTOR	10/05/10	LLC	ACCEPT	
9.	INDUSTRIAL EQUIPMENT SERVICES LLC (	GRANTOR	09/22/06	LLC	ACCEPT	
10.	INDUSTRIAL EQUITIES AIRCRAFT LEASIN	GRANTOR	06/14/17	LLC	ACCEPT	
11.	INDUSTRIAL GROUP II LLC (NC)	GRANTOR	01/09/06	LLC	ACCEPT	
12.	INDUSTRIAL HELICOPTERS LLC (LA)	GRANTOR	10/06/11	LLC	ACCEPT	

Enter Line Number for Name Selection:

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ARAUTP18

AIRCRAFT REGISTRATION SYSTEM

05/05/21

ARAUTM23 POA, RESLTN, GUARDN, RCVRSHP, BNKRPTCY, LLC NAME SELECTION 14:47

----- Page 2 of 3 -----

Name : INDUSTRIAL			Total Names: 32			
===== Name Range			1 thru	32	=====	
PKT	Name	Type	Eff Date	Trans	Status	WIP
1.	INDUSTRIAL INTERNATIONAL AVIATION	GRANTOR	08/29/77	POA	CONVERT	
2.	INDUSTRIAL MARINE TECHNOLOGY LLC	GRANTOR	10/12/04	POA	ACCEPT	
3.	INDUSTRIAL MARINE TECHNOLOGY LLC	GRANTOR	07/24/00	POA	ACCEPT	
4.	INDUSTRIAL MARINE TECHNOLOGY LLC	GRANTOR	02/17/00	POA	ACCEPT	
5.	INDUSTRIAL MARINE TECHNOLOGY LLC	GRANTOR	12/29/99	LLC	ACCEPT	
6.	INDUSTRIAL NATIONAL BANK OF RHODE I	GRANTOR	08/17/78	POA	CONVERT	
7.	INDUSTRIAL NETWORKS LLC (MA)	GRANTOR	04/10/18	LLC	ACCEPT	
8.	INDUSTRIAL REALTY GROUP LLC	GRANTOR	01/21/15	POA	ACCEPT	
9.	INDUSTRIAL REALTY GROUP LLC	AGENT	03/01/13	POA	ACCEPT	
10.	INDUSTRIAL REALTY GROUP LLC	GRANTOR	03/09/12	POA	ACCEPT	
11.	INDUSTRIAL REALTY GROUP LLC (NV)	GRANTOR	05/05/99	LLC	ACCEPT	
12.	INDUSTRIAL SITE SERVICES INC	GRANTOR		POA	REQ/REJ	

Enter Line Number for Name Selection:

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ARAUTP18

AIRCRAFT REGISTRATION SYSTEM

05/05/21

ARAUTM23 POA, RESLTN, GUARDN, RCVRSHP, BNKRPTCY, LLC NAME SELECTION 14:47

----- Page 3 of 3 -----

Name : INDUSTRIAL Total Names: 32

PKT	Name	Type	Eff Date	Trans	Status	WIP
1.	INDUSTRIAL SYSTEMS & SERVICES CO LL GRANTOR		04/10/09	POA	ACCEPT	
2.	INDUSTRIAL SYSTEMS & SERVICES COMPA GRANTOR		06/06/05	POA	ACCEPT	
3.	INDUSTRIAL SYSTEMS & SERVICES COMPA GRANTOR		01/01/05	LLC	ACCEPT	
4.	INDUSTRIAL TERMINALS MANAGEMENT LLC GRANTOR		05/31/06	POA	ACCEPT	
5.	INDUSTRIAL TERMINALS MANAGEMENT LLC GRANTOR		10/06/04	LLC	ACCEPT	
6.	INDUSTRIAL TRANSPORTATION & DISTRIB GRANTOR		02/22/11	LLC	ACCEPT	
7.	INDUSTRIAL WASTE GROUP LLC (DE)	GRANTOR	09/19/00	LLC	ACCEPT	
8.	INDUSTRIAL-COMMERCIAL REALTY LLC (P	GRANTOR	01/01/05	LLC	ACCEPT	
9.						
10.						
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12.						

Enter Line Number for Name Selection:

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EFTA00022935

**WIRE INSTRUCTIONS  
(TOTAL BUSINESS CHECKING)**

**EQUUS GLOBAL AVIATION, LLC**

[REDACTED]

**JP MORGAN CHASE**

[REDACTED]

**WIRE ACCOUNT #:** [REDACTED]

**ROUTING#:** [REDACTED]

**SWIFT CODE:** [REDACTED]

## Visoski Wire Info

Bank of America

[REDACTED]  
[REDACTED]  
[REDACTED]

Flying V Aviation, LLC c/o Lawrence Visoski

Account [REDACTED]

Routing Wire: [REDACTED]

Flying V Aviation, LLC c/o Lawrence Visoski

Bank of America, [REDACTED]

Phone [REDACTED]

Account [REDACTED] / Routing Wire: [REDACTED]





# OneSpan Sign Electronic Evidence Summary

## **Signing Ceremony ID:**

ID: fcb4Y4hMWofiPY2i5Tjg62n-P38=  
Name: N722JE N722JE BOS (FInWSCn)  
Created: 2021-May-06 17:14:44 (GMTZ) GMT  
Completed: 2021-May-06 19:51:34 (GMTZ) GMT  
Summary document generated: 2021-May-06 19:51:36 (GMTZ) GMT

## **Sender:**

Name: Melissa Koboldt  
mko [REDACTED] om

## **Documents:**

Electronic Disclosures and Signatures Consent	2 pages
N722JE N722JE BOS (FInWSCn)	1 page
N722JE WBOS	2 pages
OneSpan Sign Electronic Evidence Summary	2 pages

## **Recipients:**

<b>Name:</b>	<b>Melissa Koboldt</b>
Email:	mko [REDACTED] om
Role:	Owner
ID:	42EC2utgPCID
<b>Name:</b>	<b>LARRY VISOSKI</b>
Email:	[REDACTED]
Role:	Larry_Visoski
ID:	Larry_Visoski
Electronic Disclosures and Signatures Consent	1 accept
N722JE N722JE BOS (FInWSCn)	1 signature
N722JE WBOS	1 signature
<b>Name:</b>	<b>DARREN INDYKE</b>
Email:	[REDACTED]
Role:	Darren_Indyke_FqpTq3N
ID:	Darren_Indyke_FqpTq3N

## **Audit Trail:**

Date and Time	Recipient	Action	Document	IP	Other
2021-May-06 17:40:01 (GMTZ) GMT	LARRY VISOSKI	Signing Session For Recipient	N/A	174.194.139.168	Signing session for recipient: [REDACTED] (LARRY VISOSKI)
2021-May-06 17:40:11 (GMTZ) GMT	LARRY VISOSKI	View	Electronic Disclosures and Signatures Consent	174.194.139.168	
2021-May-06 17:42:36 (GMTZ) GMT	LARRY VISOSKI	Accept	Electronic Disclosures and Signatures Consent	174.194.139.168	Approval: 8e81c72a-d851-47ec-bf2a-f81d7ac10f67
2021-May-06 17:42:37 (GMTZ) GMT	LARRY VISOSKI	Confirm	Electronic Disclosures and Signatures Consent	174.194.139.168	
2021-May-06 17:42:47 (GMTZ) GMT	LARRY VISOSKI	View	N722JE N722JE BOS (FInWSCn)	174.194.139.168	
2021-May-06 17:44:04 (GMTZ) GMT	LARRY VISOSKI	Click To Sign	N722JE N722JE BOS (FInWSCn)	174.194.139.168	Approval: XiW1KKxDUP8U
2021-May-06 19:47:50 (GMTZ) GMT	LARRY VISOSKI	Signing Session For Recipient	N/A	174.195.144.56	Signing session for recipient: [REDACTED] (LARRY VISOSKI)
2021-May-06 19:47:53 (GMTZ) GMT	LARRY VISOSKI	View	N722JE N722JE BOS (FInWSCn)	174.195.144.56	
2021-May-06 19:50:49 (GMTZ) GMT	LARRY VISOSKI	Signing Session For Recipient	N/A	64.183.118.170	Signing session for recipient: [REDACTED] (LARRY VISOSKI)
2021-May-06 19:50:55 (GMTZ) GMT	LARRY VISOSKI	View	N722JE N722JE BOS (FInWSCn)	64.183.118.170	
2021-May-06 19:51:17 (GMTZ) GMT	LARRY VISOSKI	Confirm	N722JE N722JE BOS (FInWSCn)	64.183.118.170	
2021-May-06 19:51:22 (GMTZ) GMT	LARRY VISOSKI	View	N722JE WBOS	64.183.118.170	
2021-May-06 19:51:30 (GMTZ) GMT	LARRY VISOSKI	Click To Sign	N722JE WBOS	64.183.118.170	Approval: vDOPyjwxfsUO
2021-May-06 19:51:34 (GMTZ) GMT	LARRY VISOSKI	Confirm	N722JE WBOS	64.183.118.170	

**AIRCRAFT BILL OF SALE**

FOR AND IN CONSIDERATION OF \$ 1.00 + OVC THE  
UNDERSIGNED OWNER(S) OF THE FULL LEGAL  
AND BENEFICIAL TITLE OF THE AIRCRAFT  
DESCRIBED AS FOLLOWS:

UNITED STATES  
REGISTRATION NUMBER

**N722JE**

AIRCRAFT MANUFACTURER & MODEL  
KEYSTONE HELICOPTER S-76C

AIRCRAFT SERIAL No.  
760750

DOES THIS DAY OF May , 2021  
HEREBY SELL, GRANT, TRANSFER AND  
DELIVER ALL RIGHTS, TITLE, AND INTERESTS  
IN AND TO SUCH AIRCRAFT UNTO:

Do Not Write In This Block  
FOR FAA USE ONLY

**PURCHASER**

**NAME AND ADDRESS**

(IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL.)

Industrial Integrity Solutions , LLC

DEALER CERTIFICATE NUMBER

AND TO **ITS SUCCESSORS** EXECUTORS, ADMINISTRATORS, AND ASSIGNS TO HAVE AND TO HOLD  
SINGULARLY THE SAID AIRCRAFT FOREVER, AND WARRANTS THE TITLE THEREOF:

<b>SELLER</b>	IN TESTIMONY WHEREOF I NAME(S) OF SELLER (TYPED OR PRINTED)	HAVE SET MY SIGNATURE(S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	HAND AND SEAL THIS TITLE (TYPED OR PRINTED)	DAY OF May, 2021
	Hyperion Air LLC	Digitally signed by LARRY VISOSKI id:VR8ThTqAWMgMxRPZlAf94SdVjyks	Manager	

ACKNOWLEDGMENT (NOT REQUIRED FOR PURPOSES OF FAA RECORDING: HOWEVER, MAY BE REQUIRED BY LOCAL LAW FOR  
VALIDITY OF THE INSTRUMENT.)

**ORIGINAL: TO FAA:**

AC Form 8050-2 (01/12) (NSN 0052-00-629-0003)

## **WARRANTY BILL OF SALE**

Pursuant to that certain Aircraft Purchase Agreement, dated April 16, 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~~  
~~May~~, 2021.

HYPERION AIR, LLC

Digitally signed by LARRY VISOSKI  
id:VuXAujANXDLWE3Dg9mxqlo8yBqxb

By: \_\_\_\_\_  
Name: Lawrence Visoski  
Title: Manager  
Date: \_\_\_\_\_

## UNITED STATES OF AMERICA – DEPARTMENT OF TRANSPORTATION

FEDERAL AVIATION ADMINISTRATION – MIKE MONRONEY AERONAUTICAL CENTER

## AIRCRAFT REGISTRATION APPLICATION

1) UNITED STATES REGISTRATION NUMBER	N 722JE	4) TYPE OF REGISTRATION  (Check one box.)	<input type="checkbox"/> 1. Individual <input type="checkbox"/> 2. Partnership <input type="checkbox"/> 3. Corporation <input type="checkbox"/> 4. Co-Owner <input type="checkbox"/> 5. Government <input checked="" type="checkbox"/> 7. Limited Liability Company (LLC) <input type="checkbox"/> 8. Non-Citizen Corporation <input type="checkbox"/> 9. Non-Citizen Corporation Co-Owner
2) AIRCRAFT MANUFACTURER AND MODEL	KEYSTONE HELICOPTER S-76C		
3) AIRCRAFT SERIAL NUMBER	760750		
5) NAME(S) OF APPLICANT(S) (Person(s) shown on evidence of ownership. If individual, give last name, first name and middle initial.) Industrial Integrity Solutions, LLC			
6) TELEPHONE NUMBER: ( [ ] ) [ ]			
7) MAILING ADDRESS (Permanent mailing address for first applicant on list.)  NUMBER AND STREET: [ ]  RURAL ROUTE: _____ P.O. BOX _____  CITY: [ ] STATE: [ ] ZIP: [ ]			
8) PHYSICAL ADDRESS/LOCATION (IF PO BOX, MAIL, DROP OR RURAL ROUTE BOX USED FOR MAILING ADDRESS)  NUMBER AND STREET: _____ DESCRIPTION OF LOCATION: _____  CITY: _____ STATE: _____ ZIP: _____			
9) <input type="checkbox"/> <b>CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS</b>			
10) <b>CERTIFICATION</b>			
I/WE CERTIFY:			
(1) That the above aircraft is owned by the undersigned applicant who is: <b>(MUST CHECK AND/OR COMPLETE a, b, c, or d)</b>			
<input checked="" type="checkbox"/> a. A citizen of the United States as defined by 49 USC 40102(a)(15); <input type="checkbox"/> b. A resident alien with alien registration (Form 1-551) No. _____ <input type="checkbox"/> c. A non-citizen corporation organized and doing business under the laws of (state) _____ and said aircraft is based and primarily used in the United States. Records of flight hours are available for inspection at (provide complete physical address) <input type="checkbox"/> d. A corporation using a voting trust to qualify. Enter name of trustee _____			
(2) If box c or d above is checked, I, the below signed, certify that I am authorized, by the applicant shown above, to sign corporate documents and to seek aircraft registration on behalf of the entity and that I will provide the same authorization if requested;			
(3) That the aircraft is not registered under the laws of any foreign country; and			
(4) That legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.			
<b>ANY AND ALL SIGNATORIES OF THIS APPLICATION MUST READ THE FOLLOWING AND UNDERSTAND THAT, BY APPLYING A SIGNATURE TO THIS DOCUMENT, THEY ARE SUBJECT TO THE REFERENCED STATUTES AND ASSOCIATED PENALTIES.</b>			
I/we hereby certify that the information provided in, and in any attachments to, this application for aircraft registration is true, accurate and correct to the best of my/our knowledge and belief. I/we understand that the FAA administrator will rely on the information I/we provide in determining my/our qualification for aircraft registration. I/we understand that whoever, in any matter within the jurisdiction of any department or agency of the United States, knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device any material fact(s), statement(s), representation(s) or entry(ies) may be fined up to \$500,000 or imprisoned for not more than five (5) years or both (18 U.S.C. §§ 1001 and 3571). I/we understand that knowingly and willfully: a) falsify or conceal a material fact; or b) use a document knowing it contains a false, fictitious or fraudulent statement/entry; or c) provide any inaccurate, false statement/information can subject me to criminal prosecution (49 U.S.C. § 46306), and the registration of the subject aircraft may be delayed, denied and/or revoked.			
NOTE: If executed for co-ownership, all applicants must sign. Use next page and add page(s) if necessary.			
11)	SIGNATURE: Digitally signed by RICHARD MUNKVOLD id:L7wsUUsFLu1nEahgqwKIS474sW TYPED/PRINTED NAME: Richard Munkvold		DATE: _____
12)	SIGNATURE: _____ TYPED/PRINTED NAME: _____		TITLE: CFO of Frontier Finance Co its Member DATE: _____

NOTE: Except when the most recent registration of the subject aircraft is expired or cancelled, 14 CFR 47.31(c) provides for an airworthy U.S. aircraft to be operated for up to 90 days within the United States when a copy of the signed aircraft registration application is carried in the aircraft while awaiting issuance and receipt of the new registration certificate.



# OneSpan Sign Electronic Evidence Summary

## **Signing Ceremony ID:**

ID: WknY7ZSaRdcO6AQmLkg13h1KGvQ=  
Name: N722JE Aircraft Registration Application (ZDnBaHD)  
Created: 2021-May-06 20:22:26 (GMTZ) GMT  
Completed: 2021-May-06 20:31:18 (GMTZ) GMT  
Summary document generated: 2021-May-06 20:31:19 (GMTZ) GMT

## **Sender:**

Name: Melissa Koboldt  
[REDACTED]

## **Documents:**

Electronic Disclosures and Signatures Consent	2 pages
N722JE 8050-1 ARA o44814eAIC Title_VohMXLY	1 page
OneSpan Sign Electronic Evidence Summary	2 pages

## **Recipients:**

Name:	Melissa Koboldt [REDACTED]
Email:	
Role:	Owner
ID:	42EC2utgPCID
Name:	RICHARD MUNKVOLD [REDACTED]
Email:	
Role:	Richard_Munkvold- CFO_of_Frontier_Finance_Co_its_Member
ID:	Richard_Munkvold- CFO_of_Frontier_Finance_Co_its_Member
Electronic Disclosures and Signatures Consent	1 accept
N722JE 8050-1 ARA o44814eAIC Title_VohMXLY	1 signature

## **Audit Trail:**

Date and Time	Recipient	Action	Document	IP	Other
2021-May-06 20:30:27 (GMTZ) GMT	RICHARD MUNKVOLD	Signing Session For Recipient	N/A	47.176.71.230	Signing session for recipient: [REDACTED] RICHARD MUNKVOLD)

2021-May-06 20:30:33 (GMTZ) GMT	RICHARD MUNKVOLD	View	Electronic Disclosures and Signatures Consent	47.176.71.230	
2021-May-06 20:30:44 (GMTZ) GMT	RICHARD MUNKVOLD	Accept	Electronic Disclosures and Signatures Consent	47.176.71.230	Approval: d65214a0-5f98-4db1-b219-89e7bac45ce4
2021-May-06 20:30:45 (GMTZ) GMT	RICHARD MUNKVOLD	Confirm	Electronic Disclosures and Signatures Consent	47.176.71.230	
2021-May-06 20:30:48 (GMTZ) GMT	RICHARD MUNKVOLD	View	N722JE 8050-1 ARA o44814eAIC Title_VohMXLY	47.176.71.230	
2021-May-06 20:31:10 (GMTZ) GMT	RICHARD MUNKVOLD	Click To Sign	N722JE 8050-1 ARA o44814eAIC Title_VohMXLY	47.176.71.230	Approval: signatureId1
2021-May-06 20:31:18 (GMTZ) GMT	RICHARD MUNKVOLD	Confirm	N722JE 8050-1 ARA o44814eAIC Title_VohMXLY	47.176.71.230	



## ORIGINAL INVOICE

Page 1 of 1

SIKORSKY COMMERCIAL INC\*

Invoice Number: 8117788  
Invoice Date: February 04, 2021

<b>Customer No.</b>	<b>Sales Order</b>	<b>Sales Order Date</b>	<b>Customer Contract or P/O No.</b>
301290	22278585	February 04, 2021	S76D12297PAP

**Remit To:** SIKORSKY COMMERCIAL INC  
LOCKHEED MARTIN CORPORATION  
EFT/ACH/WIRE CITIBANK ABA  
CITIBANK ACCT [REDACTED] SWIFT  
CHECKS JP MORGAN CHASE  
[REDACTED]

**Ultimate End User:** HYPERION AIR, LLC  
[REDACTED]

**Ship To:** HYPERION AIR, LLC  
[REDACTED]

**Payment will Be made by:** HYPERION AIR, LLC  
[REDACTED]

**Terms:** Net 30 days**Airway Bill Number:**

Shipped from: , on: Via: CAU Bill of Lading: FCA:sellers place

<b>Item No.</b>	<b>Stock/Part No.</b>	<b>Description</b>	<b>Condition</b>	<b>Quantity</b>	<b>Unit</b>	<b>UnitPrice(USD)</b>	<b>NetAmount(USD)</b>
	76C_MAIN_GEAR_BOX	76C_Main_Gear_Box		8.30	EA	137.49	1,141.17
	AIRCRAFT SN 760750						
	Reporting Date: December 31, 2020						
	76C_INTER_GEAR_BOX	76C_Inter_Gear_Box		8.30	EA	9.24	76.69
	AIRCRAFT SN 760750						
	Reporting Date: December 31, 2020						
	76C_TAIL_GEAR_BOX	76C_Tail_Gear_Box		8.30	EA	18.48	153.38
	AIRCRAFT SN 760750						
	Reporting Date: December 31, 2020						

SUBTOTAL:	1,371.24
TAXES:	0.00
NET TOTAL:	1,371.24
<b>TOTAL AMOUNT DUE:</b>	<b>1,371.24</b>

---

The following Wire/High Value Payment Incoming transactions for the current business day were reported at 12:06 PM CDT on  
05/07/2021.

Amount: 100,000.00 USD

Account: [REDACTED]

Bank Reference: [REDACTED]

Customer Reference: 0507367040

Text: [REDACTED]



**Suggested Format for Affidavit for Exemption of Aircraft Sold for Removal from the State of Florida by a Nonresident Purchaser**

GT-500002  
N. 05/02

The following is a suggested format of an affidavit to be completed by the purchaser and furnished to the selling dealer. In order to satisfy the requirements for exemption, the affidavit must contain all of this information and be completed in full.

STATE OF Florida COUNTY OF Broward

**\*\*\* READ CAREFULLY BEFORE SIGNING \*\*\***

Before me this day appeared the affiant named below, who being duly sworn, states that:

1. I have read Rule 12A-1.007(10), Florida Administrative Code, and § 212.05, Florida Statutes; and
2. I am not a resident of the State of Florida and did not make my permanent place of abode in Florida at the time of taking delivery of the aircraft described below; and
3. I am not engaged in Florida in any employment, trade, business, or profession for which the described aircraft will be used in Florida; and
4. I do not represent a corporation which has any **officer** or **director** who is a resident of Florida, or makes his or her permanent place of abode in Florida; and
5. I do not represent an artificial entity other than a corporation which has any individual vested with authority to participate in the management, direction, or control of the affairs of the entity who is a resident of Florida or makes his or her permanent place of abode in Florida; and
6. I agree to furnish the Florida Department of Revenue (within 30 days of the date of departure) written proof that this aircraft was licensed, titled, or registered outside Florida; and
7. I agree to furnish the Florida Department of Revenue (within 10 days of the date of departure) invoices for fuel, tie-down or hangar charges, repairs, or other similar documentation issued by an out-of-state vendor or supplier which identifies this aircraft and its timely removal (including the FAA registration number).

**PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION:**

If purchaser is a corporation or partnership, list officers or partners

## TIN

Purchaser's permanent address (Street)

(City) \_\_\_\_\_ (State/Country) \_\_\_\_\_ (ZIP) \_\_\_\_\_

Purchaser's daytime telephone number (  )  D.O.B. 

Purchaser's driver's license number and state of issuance \_\_\_\_\_

Purchaser's passport or visa number \_\_\_\_\_

NA

Name of selling dealer or broker \_\_\_\_\_

Address of selling dealer (Street) \_\_\_\_\_

(City) \_\_\_\_\_ (State/Country) \_\_\_\_\_ (ZIP) \_\_\_\_\_

Selling dealer or broker's Florida certificate of registration number \_\_\_\_\_

Selling dealer or broker's telephone number (        ) \_\_\_\_\_

Date of sale (Month) MAY (Day)        (Year) 2021

*(continued on reverse side)*

**Description of Aircraft**

Make SIKORSKY Model S76C++ Year 2008  
Serial number 760750 FAA registration number N722JE  
(Check one) New  Used   
Purchase price \$ 1,800,000.00 Trade-in \$ \_\_\_\_\_ Net purchase price \$ \_\_\_\_\_  
Primary location of aircraft while in Florida KFXE AIRPORT

I claim exemption from Florida sales and use tax on the purchase price of the aircraft described herein under s. 212.05(1)(a)2, Florida Statutes, for the following reason (check one):

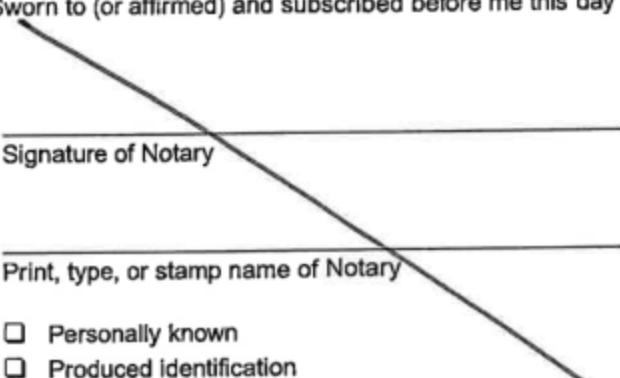
The aircraft will be removed from Florida within 10 days of the date of purchase.  
 The aircraft requires repairs, additions, or alterations and it will immediately be taken to a repair facility and will be removed from Florida within 20 days (excluding tolled days) after completion of the work.

*Under penalty of perjury, I declare that I have read the foregoing and the facts alleged are true to the best of my knowledge and belief. I understand that if I fail to comply with the requirements of this affidavit, I will be liable for payment of the tax and a mandatory penalty equal to the tax.*



Signature of affiant/purchaser

Sworn to (or affirmed) and subscribed before me this day of \_\_\_\_\_, \_\_\_\_\_.

  
Signature of Notary

Print, type, or stamp name of Notary

Personally known  
 Produced identification  
Type of Identification: \_\_\_\_\_

  
See ATTACHED**Distribution of Documents**

The original affidavit and a copy of the sales invoice, bill of sale, or closing document must be sent to the Florida Department of Revenue, Aircraft Enforcement Unit, P.O. Box 6417, Tallahassee FL 32314-6417 within five (5) days of the date of sale.

A copy of the affidavit must be retained by the selling dealer and made a part of the dealer's records.

The selling dealer or broker should provide the purchaser with a copy.

**Notice To Dealers**

Affidavits not filed within five (5) days of the date of sale may not be accepted by the Department of Revenue and the selling dealer or broker may be billed for tax, penalty, and interest due.

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SAN BERNARDINO )

On MAY 7, 2021 before me, JULIAN CARLOS GONZALES, Notary Public  
(insert name and title of the officer)

personally appeared RICHARD MUNKVOLD  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

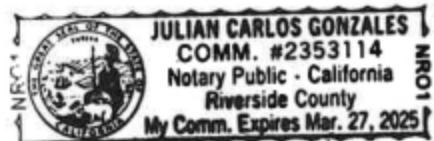
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



## **SECOND AMENDMENT TO AIRCRAFT PURCHASE AGREEMENT**

This **SECOND AMENDMENT TO AIRCRAFT PURCHASE AGREEMENT** (this “Second Amendment”) is made and entered into as of the 7<sup>th</sup> day of May, 2021 (the “Effective Date”), by and between **Hyperion Air, LLC** (“Seller”) and **Industrial Integrity Solutions, LLC** (“Purchaser”), and amends that certain Aircraft Purchase Agreement by and between Seller and Purchaser entered into as of April 16, 2021 (the “Original Agreement”), as the same was previously amended by that certain First Amendment to Aircraft Purchase Agreement by and between Seller and Purchaser made and entered into as of April 20, 2021 (said Original Agreement, as so amended, the “Agreement”), governing the purchase and the sale of that certain 2008 Keystone Helicopter (Sikorsky) model S-76C++ aircraft, bearing manufacturer’s serial number 760750, and currently registered with the United States Federal Aviation Administration as N722JE. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to those terms in the Agreement.

**WHEREAS**, Section 4(a) of the Agreement provides in relevant part that “. . . in no event shall the Closing take place later than May 7, 2021 (the “Closing Date”);

**WHEREAS**, the Parties desire to extend the May 7, 2021 Closing deadline provided for in Section 4(a) until May 13, 2021, so that May 13, 2021 is the absolute final and latest date by which Purchaser must close under the Agreement; and

**WHEREAS**, Seller is willing to extend the May 7, 2021 Closing deadline until May 13, 2021, effective when and on the condition that immediately upon execution of this Second Amendment Purchaser increases the Deposit by delivering to the Escrow Agent an additional One Hundred Thousand Dollars (\$100,000), and provided further that Purchaser agrees herein that the full amount of the Deposit, as so increased, is non-refundable and immediately, absolutely, and unconditionally due and payable to Seller regardless of whether or not the Closing occurs, and immediately instructs Escrow Agent to disburse the Deposit, as so increased, to Seller in accordance with Seller’s disbursement instructions;

**NOW, THEREFORE**, in consideration of these premises and the mutual covenants and agreements herein contained, the parties agree as follows:

1. Subject to the provisions of Paragraph 2 of this Second Amendment and effective if and only if Purchaser fully complies with such provisions, Section 4(a) of the Agreement is hereby amended in its entirety to read as follows:

(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 promptly 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 (2) 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 May 13, 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, if any, in flying the Aircraft from the Inspection Facility to the Closing Place shall be the sole responsibility of and paid for by Purchaser.

2. Immediately following Purchaser's and Seller's execution of this Second Amendment, Purchaser shall increase the amount of the Deposit by delivering an additional One Hundred Thousand Dollars (\$100,000) to the Escrow Agent, whereupon the full amount of the Deposit, as so increased (*i.e.*, Two Hundred Thousand Dollars (\$200,000), hereinafter referred to as the "Increased Deposit"), shall be non-refundable and immediately, absolutely and unconditionally due and payable to Seller, regardless of whether or not a Closing shall thereafter occur. Concurrently with Purchaser's delivery of the additional amount of the Deposit to the Escrow Agent, Purchaser shall deliver to the Escrow Agent (and send a copy of the same to Seller) a signed written instruction directing the Escrow Agent to immediately disburse the Increased Deposit to Seller in accordance with Seller's disbursement directions, without any further writing or approval from Purchaser being required and without any requirement that a Closing occur. If and only if Seller receives the full amount of the Increased Deposit in accordance with Seller's disbursement instructions, the amount of the Purchase Price Balance required to be paid by Purchaser under the Agreement shall decrease to One Million Six Hundred Thousand Dollars (\$1,600,000). The provisions of Paragraph 1 of this Second Amendment will not be effective unless and until Seller receives the full amount of the Deposit in accordance with Seller's disbursement instructions.

3. In the event of any inconsistencies between the provisions of the Agreement and the provisions of this Second Amendment, the provisions of this Second Amendment shall control in all respects. Except as expressly amended hereby, the provisions of the Agreement shall remain unchanged, valid and in full force and effect.

4. This Second Amendment may be fully executed in separate counterparts by each of the parties hereto. Any signatures on this Second Amendment may be transmitted via facsimile or e-mail (in pdf format), which signatures shall be deemed originals for all purposes.

[Signatures on the following page]

**IN WITNESS WHEREOF**, the parties hereto have executed this **SECOND AMENDMENT TO AIRCRAFT PURCHASE AGREEMENT** as of the day and year first written above.

**Seller:**

Hyperion Air, LLC

By: \_\_\_\_\_

Print: Darren Indyke

Title: Authorized Representative

**Purchaser:**

Industrial Integrity Solutions, LLC

By: \_\_\_\_\_

Print: Rich Munkvold

Title: Chief Financial Officer

## **SECOND AMENDMENT TO AIRCRAFT PURCHASE AGREEMENT**

This **SECOND AMENDMENT TO AIRCRAFT PURCHASE AGREEMENT** (this "Second Amendment") is made and entered into as of the 7<sup>th</sup> day of May, 2021 (the "Effective Date"), by and between **Hyperion Air, LLC** ("Seller") and **Industrial Integrity Solutions, LLC** ("Purchaser"), and amends that certain Aircraft Purchase Agreement by and between Seller and Purchaser entered into as of April 16, 2021 (the "Original Agreement"), as the same was previously amended by that certain First Amendment to Aircraft Purchase Agreement by and between Seller and Purchaser made and entered into as of April 20, 2021 (said Original Agreement, as so amended, the "Agreement"), governing the purchase and the sale of that certain 2008 Keystone Helicopter (Sikorsky) model S-76C++ aircraft, bearing manufacturer's serial number 760750, and currently registered with the United States Federal Aviation Administration as N722JE. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to those terms in the Agreement.

**WHEREAS**, Section 4(a) of the Agreement provides in relevant part that ". . . in no event shall the Closing take place later than May 7, 2021 (the "Closing Date");

**WHEREAS**, the Parties desire to extend the May 7, 2021 Closing deadline provided for in Section 4(a) until May 13, 2021, so that May 13, 2021 is the absolute final and latest date by which Purchaser must close under the Agreement; and

**WHEREAS**, Seller is willing to extend the May 7, 2021 Closing deadline until May 13, 2021, effective when and on the condition that immediately upon execution of this Second Amendment Purchaser increases the Deposit by delivering to the Escrow Agent an additional One Hundred Thousand Dollars (\$100,000), and provided further that Purchaser agrees herein that the full amount of the Deposit, as so increased, is non-refundable and immediately, absolutely, and unconditionally due and payable to Seller regardless of whether or not the Closing occurs, and immediately instructs Escrow Agent to disburse the Deposit, as so increased, to Seller in accordance with Seller's disbursement instructions;

**NOW, THEREFORE**, in consideration of these premises and the mutual covenants and agreements herein contained, the parties agree as follows:

1. Subject to the provisions of Paragraph 2 of this Second Amendment and effective if and only if Purchaser fully complies with such provisions, Section 4(a) of the Agreement is hereby amended in its entirety to read as follows:

(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 promptly 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 (2) 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 May 13, 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, if any, in flying the Aircraft from the Inspection Facility to the Closing Place shall be the sole responsibility of and paid for by Purchaser.

**2.** Immediately following Purchaser's and Seller's execution of this Second Amendment, Purchaser shall increase the amount of the Deposit by delivering an additional One Hundred Thousand Dollars (\$100,000) to the Escrow Agent, whereupon the full amount of the Deposit, as so increased (*i.e.*, Two Hundred Thousand Dollars (\$200,000), hereinafter referred to as the "Increased Deposit"), shall be non-refundable and immediately, absolutely and unconditionally due and payable to Seller, regardless of whether or not a Closing shall thereafter occur. Concurrently with Purchaser's delivery of the additional amount of the Deposit to the Escrow Agent, Purchaser shall deliver to the Escrow Agent (and send a copy of the same to Seller) a signed written instruction directing the Escrow Agent to immediately disburse the Increased Deposit to Seller in accordance with Seller's disbursement directions, without any further writing or approval from Purchaser being required and without any requirement that a Closing occur. If and only if Seller receives the full amount of the Increased Deposit in accordance with Seller's disbursement instructions, the amount of the Purchase Price Balance required to be paid by Purchaser under the Agreement shall decrease to One Million Six Hundred Thousand Dollars (\$1,600,000). The provisions of Paragraph 1 of this Second Amendment will not be effective unless and until Seller receives the full amount of the Deposit in accordance with Seller's disbursement instructions.

*[Increased]*

**3.** In the event of any inconsistencies between the provisions of the Agreement and the provisions of this Second Amendment, the provisions of this Second Amendment shall control in all respects. Except as expressly amended hereby, the provisions of the Agreement shall remain unchanged, valid and in full force and effect.

**4.** This Second Amendment may be fully executed in separate counterparts by each of the parties hereto. Any signatures on this Second Amendment may be transmitted via facsimile or e-mail (in pdf format), which signatures shall be deemed originals for all purposes.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this **SECOND AMENDMENT TO AIRCRAFT PURCHASE AGREEMENT** as of the day and year first written above.

**Seller:**

Hyperion Air, LLC

By: Darren Indyke  
Print: Darren Indyke  
Title: Authorized Representative

**Purchaser:**

Industrial Integrity Solutions, LLC

By: Rich Munkvold  
Print: Rich Munkvold  
Title: Chief Financial Officer