

**Statement in Support of Registration of a United States Civil Aircraft
in the Name of a Limited Liability Company**

Complete name of the Applicant: Industrial Integrity Solutions, LLC
State in which LLC is organized: New Mexico
Effective date of formation of the LLC: October 7, 2016

Name of each member of the LLC:

<u>Name of Member:</u>	<u>Type of Entity</u> (ie: individual, corporation, partnership, etc.)	<u>U.S. Citizenship Verification</u>	
<u>James L. Previti</u>	<u>Individual</u>	Y <input type="checkbox"/>	N <input type="checkbox"/>
<u>Frontier Finance Co.</u>	<u>California Corp.</u>	Y <input type="checkbox"/>	N <input type="checkbox"/>
_____	_____	Y <input type="checkbox"/>	N <input type="checkbox"/>

(Please use additional sheets if additional space is required)

LLC is managed by: ☐ Manager(s) ☒ Member(s) ☐ Officer(s)

If LLC is managed by Manager(s)/Officer(s)

<u>Name of Manager(s)</u> <u>Officer(s)</u>	<u>Type of Entity</u> (ie: individual, corporation, partnership, etc.)	<u>U.S. Citizenship Verification</u>	
_____	_____	Y <input type="checkbox"/>	N <input type="checkbox"/>
_____	_____	Y <input type="checkbox"/>	N <input type="checkbox"/>


(Please use additional sheets if additional space is required)

Can the managers, members or officers of this LLC act independently? Y ☒ N ☐

The undersigned certifies that the Applicant is a citizen of the United States since, to the best knowledge and belief of the undersigned, at least 2/3rds of the managers, officers or managing members qualify as citizens of the United States as defined in 49 U.S.C. 40101(a)(15) and at least 75% of the voting interest or units is owned or controlled by persons who qualify as citizens of the United States as defined in 49 U.S.C. 40102(a)(15).

49 U.S.C. Section (a)(15): Citizen of the United States means: (1) An individual who is a citizen of the United States or one of its possessions; or (2) A partnership of which each member is such an individual; or (3) A corporation or association created or organized under the laws of the United States or of any State, Territory, or possession of the United States, of which the president and 2/3 or more of the board of directors and other managing officers thereof are such individuals and in which at least 75% of the voting interest is owned or controlled by persons who are citizens of the United States or of one of its possessions.

If any member, officer or manager of the LLC is not a citizen of the United States as defined in U.S.C. 40102(a)(15) please attach an additional sheet for explanation to substantiate that the LLC qualifies as a citizen of the United States.

By: 
Its: CHIEF FINANCIAL OFFICER
(title)
Dated: 5-6-21

AIRCRAFT PURCHASE AGREEMENT

THIS AIRCRAFT PURCHASE AGREEMENT (this "Agreement") is entered into as of April __, 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~~ ~~Previt-Brothers-Charter-Services~~, LLC, a ~~California-New Mexico~~ limited liability company, whose address is 2151 E. Convention Center Way, Ste. 222, Ontario, CA 91764-5496 ("Purchaser").

RECITATIONS:

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

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

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

(a) Purchaser shall wire transfer a deposit in the amount of Two Hundred Thousand U.S. Dollars (US \$200,000.00) (the "Deposit") to ~~Insured-AircraftAIC~~ 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 Six Hundred Thousand U.S. Dollars (US\$1,600,000) (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 ~~Bank of AmericaJP~~

Morgan Chase Bank N.A., 241 N Robinson Avenue, Oklahoma City, Oklahoma 73104100 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, in _____, 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 in Fort Lauderdale Executive, 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 ~~California~~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
5300 West Atlantic Avenue, Suite 602
Delray Beach, Florida 33484
Fax: [REDACTED]
Email: [REDACTED]

If to Purchaser:

~~PREVITI BROTHERS CHARTER SERVICES, LLC~~ INDUSTRIAL
INTEGRITY SOLUTIONS, LLC
2151 E. Convention Center Way, Ste. 222
Ontario, CA 91764-5496
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:

~~PREVITI BROTHERS CHARTER~~
~~SERVICES, LLC~~
INDUSTRIAL
INTEGRITY SOLUTIONS, LLC

By: _____

Name: Rich Munkvold

Title:

CONSENT AND JOINDER:

The undersigned, ~~Insured-AircraftAIC~~ 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: ~~(Signed subject to attached IATS Terms and Conditions.)~~

~~Insured-AircraftAIC~~ Title Service, LLC

By: _____

Name: _____

Title: _____

EXHIBIT A

TO

AIRCRAFT PURCHASE AGREEMENT

BY AND BETWEEN HYPERION AIR, LLC AND ~~PREVITI BROTHERS CHARTER SERVICES, LLC~~ 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

Formatted: Font: (Default) Times New Roman

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

ADSB-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

Formatted: Font: (Default) Times New Roman

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

Formatted: Font: (Default) Times New Roman

Entertainment - XM Satellite Radio

Formatted: Font: (Default) Times New Roman

Additional Features

Formatted: Font: (Default) Times New Roman

<u>Dual Retractable Steps Pulse Light System</u>	<u>Halogen Search Light</u>
<u>Led Recognition Lights</u>	<u>Emergency Flotation System</u>
<u>Dual Crew Flashlights</u>	<u>Manual Rotor Brake System</u>
<u>Maintenance & Inspections</u>	<u>Sikorsky Power Assurance Program</u>
<u>Phone Handset In Cabin</u>	<u>Bose Headset Jacks For Each Seat</u>
<u>Location Nose Landing Gear Doors</u>	<u>Led Landing Lights</u>
<u>Upper / Lower Led Anti-Collision Lights</u>	<u>Keith Electric Air-Conditioned</u>
<u>Cockpit And Cabin First Aid Kit</u>	<u>Heated Windshields / Windshield</u>
<u>Wiper System Tinted Cabin Windows</u>	

Formatted: Font: (Default) Times New Roman

Maintenance Tracking By Sikorsky HeloTrac

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

Formatted: Font: (Default) Times New Roman

Formatted: Font: (Default) Times New Roman

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 ~~PREVITI BROTHERS CHARTER SERVICES, LLC~~ 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 ~~PREVITI BROTHERS CHARTER~~
~~SERVICES, LLC~~ 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 ~~PREVITI BROTHERS CHARTER SERVICES, LLC~~ 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~~March __, 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:

~~PREVITI BROTHERS CHARTER SERVICES, LLC~~ INDUSTRIAL INTEGRITY SOLUTIONS, LLC

By: _____
Name:

Title:

EXHIBIT D

TO

AIRCRAFT PURCHASE AGREEMENT

BY AND BETWEEN HYPERION AIR, LLC AND ~~PREVITI BROTHERS CHARTER SERVICES, LLC~~ 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 ~~March-April~~, 2021 (the "Agreement") by and between HYPERION AIR, LLC, a U.S. Virgin Islands limited liability company ("Seller"), and ~~PREVITI BROTHERS CHARTER SERVICES, LLC~~ INDUSTRIAL INTEGRITY SOLUTIONS, LLC, a ~~California~~ 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 ~~PREVITI BROTHERS CHARTER SERVICES, LLC~~ 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 ~~PREVITI BROTHERS CHARTER SERVICES, LLC~~ INDUSTRIAL INTEGRITY SOLUTIONS, LLC, a ~~California~~ 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 ~~PREVITI BROTHERS CHARTER SERVICES, LLC~~ 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 ~~PREVITI BROTHERS CHARTER SERVICES, LLC~~ INDUSTRIAL INTEGRITY SOLUTIONS, LLC, a ~~California~~ 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: _____

~~PREVITI BROTHERS CHARTER SERVICES,~~
~~LLC~~ INDUSTRIAL INTEGRITY SOLUTIONS,
LLC

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____)
) ss:
COUNTY OF _____)

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

NOTARY PUBLIC, STATE OF

AIRCRAFT PURCHASE AGREEMENT

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

RECITATIONS:

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

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

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

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

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

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

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

2. Condition of the Aircraft.

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

3. Pre-Purchase Inspection.

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

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

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

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

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

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

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

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

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

4. Closing and Delivery.

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

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

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

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

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

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

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

(ii) Purchaser shall:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Purchaser's Breach and Remedies.

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

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

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

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

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

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

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

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

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

12. Other Matters.

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

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

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

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

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

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

If to Seller:

HYPERION AIR, LLC
c/o Darren K. Indyke
5300 West Atlantic Avenue, Suite 602
Delray Beach, Florida [REDACTED]
[REDACTED]
Email: [REDACTED]

If to Purchaser:

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

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 One thousand eight hundred U.S. Dollars (US \$ 1,800.00).

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

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

Escrow Agent:
AIC Title Service, LLC

By: [REDACTED]
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

ADSB-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 Litel 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
& Inspections	Sikorsky Power Assurance Program	Maintenance 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 HeloTrac

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

20

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



INTERNATIONAL REGISTRY PROFESSIONAL ADMINISTRATION SERVICES AGREEMENT

This agreement is between Industrial Integrity Solutions, LLC as Transacting User Entity ("TUE") and AIC TITLE SERVICE, LLC, as Professional Administrator ("PA").

- TUE anticipates registering interests with the International Registry ("IR") created pursuant to the Convention on International Interests in Mobile Equipment (the "**Convention**"), the Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment ("**Protocol**"), both signed in Cape Town, South Africa on November 16, 2001, together with the Regulations for the International Registry ("**Regulations**"), the International Registry Procedures ("**Procedures**"), the International Registry Website Terms and Conditions ("**Terms and Conditions**") and all other rules, amendments, supplements, and revisions (collectively the "**CTT**").
- PA is an approved Professional User Entity under the CTT and PA and its employees and agents providing services under this agreement have each been or will be approved as a Professional User of PA.
- PA has agreed to assist TUE with establishing TUE as an approved Transacting User Entity and with registering interests on the IR.

The parties agree as follows:

1. Services. TUE appoints PA as its agent and authorizes PA to perform the following services:
 - a. Establish an account in the name of the TUE as a Transacting User Entity on the IR
 - b. Appoint an employee or agent of PA as the TUE's Administrator to communicate with the IR on behalf of the TUE;
 - c. Appoint or assist TUE with appointing one or more (i) Transacting Users, as may be designated from time to time by TUE, or (ii) Professional Users (which may be one or more employees or agents of TUE) to act for TUE when delegated authority by the Administrator;
 - d. PA's employees or agents as an Administrator or Professional User for TUE, shall be authorized to perform any and all functions of an Administrator or Professional User as contemplated and authorized under the CTT, including initiating or consenting to the registration of international interests, sale or contracts of sale with the IR (including amending, subordinating, subrogating, discharging or assigning said registrations) or specifically delegating the authority to make such registrations with the IR to another Transacting User or Professional User;
 - e. Obtain Priority Search Certificates, Informational Searches, or Contracting State Search Certificates from the IR as requested by the TUE or as necessary in the discretion of PA or its employees or agents acting reasonably;
 - f. PA's employees or agents acting as Administrator or Professional User for TUE shall not take any action with respect to the IR on behalf of the TUE until TUE specifically authorized in writing (which may include email or fax instructions);
 - g. If at any time PA's employees or agents acting as Administrator or Professional User for TUE are not certain how to proceed, for any reason, they may refuse to take any action until they receives written instructions from TUE in a form and with content acceptable to PA.
2. Authority and Binding Actions.
 - a. Any actions by PA's employees or agents on behalf of TUE when dealing with the IR will be subject to the most current Regulations, Procedures and Terms and Conditions set forth on the IR website, <https://www.internationalregistry.aero>.
 - b. TUE is also bound by the Regulations, Procedures, Terms and Conditions, shall ratify any actions PA's employees or agents performance in accordance with the terms of this Agreement, and shall complete the TUE Information Form attached and incorporated by reference as Exhibit A.



- c. TUE shall execute and return to PA the Confirmation of Entitlement to Act ("CEA") form attached as Exhibit B. **This form is required by and must be submitted by PA to the IR**, must be signed by an officer or senior manager of the TUE (the TUE is called the "Entity" on this form), notes the Back-Up Contact appointed by the TUE, **and may not be altered in any way.**
- d. PA's employees or agents acting as Administrator or Professional User for TUE shall, upon receipt of direction from the individual authorized to act on behalf of TUE as provided in Exhibit A (the "Backup Contact") in form acceptable to Agent, be authorized to perform any and all functions of an Administrator or Professional User as contemplated and authorized under the CTT,

3. Fees. PA shall charge the fees and costs as set forth below:

Service	Total Fees
1. Assist parties with establishing a TUE and Agent acts as Administrator for a TUE. Renewal fees are the same price.	\$400 (1 year)
2. Make registrations with the IR as Administrator or as a designated PUE per one (1) airframe and two (2) associated engines Assist.	\$300 for each registration
3. As Administrator, specifically delegate authority to make registrations to another PUE or TUE.	\$25 / aircraft object
4. Obtain IR search certificates ----- per aircraft and two associated engines.	\$300

- a. TUE shall pay all PA's fees and costs in advance of services rendered, by either wire transfer or credit card.
 - b. PA's fees may be modified from time to time upon PA sending TUE a revised fee schedule.
4. Limitation on PA's Liability.
- a. TUE acknowledges that PA's employees and agents acting as Administrator or Professional User for TUE are acting as representatives of PA and not in any individual capacity.
 - b. PA and its employees and agents acting as Administrator or Professional User will not be responsible or liable for any matters relating to or arising from the failure of the IR or the failure or malfunction of any of the IR's or PA's computers or computer systems.
 - c. PA and its employees and agents acting as Administrator or Professional User for TUE shall be entitled to rely, without investigation, upon any document, instrument, instruction, notice, consent, certificate, statement, signature or writing (collectively, a "Communication") delivered to them (whether email, facsimile or otherwise) that purports to have been signed, executed or sent by TUE or any person acting by or for TUE, as conclusive evidence that the person or entity signing, executing or sending any such Communication had full and complete authority to do so on behalf of TUE.
 - d. TUE agrees to indemnify and hold PA and its employees and agents acting as Administrator or Professional User for TUE harmless from all losses, costs, damages, expenses and attorneys' fees suffered or incurred by them arising from their acts or omissions related to or in the good faith performance of this Agreement, except such acts or omissions as may be the result of their willful misconduct or gross negligence.



5. Term. This agreement will terminate by either party giving ten (10) days written notice to the other. Upon termination of this Agreement, and upon payment of all fees owed to PA, PA will promptly appoint TUE Contact (or such other person as designated in writing by TUE Contact) as the Administrator for TUE.
6. Notices. Any notice or communication shall be given in writing by serving the same upon the party to whom the notice is addressed by telecopy/facsimile, email, via overnight courier service, or by certified mail, return receipt requested, at the following addresses:

PA:

AIC TITLE SERVICE, LLC
6350 West Reno Avenue
Oklahoma City, OK 73127
Phone: (800) 288-2519
Phone: [REDACTED]
Fax: [REDACTED]
Email: [REDACTED]
Attention: Suzanne Pruitt

TUE: As provided in the TUE Information form (Exhibit A)

7. Governing Law Venue. This agreement shall be construed in accordance with, and all actions arising under or in connection with this agreement shall be governed by, the internal laws of the State of Oklahoma (without reference to conflict of law principles). Any suit, action or other legal proceeding arising out of or relating to this Agreement shall be brought exclusively in the United States District Court for the Western District of Oklahoma or the District Court for Oklahoma County. The parties agree to submit to personal jurisdiction in the foregoing courts and to venue in those courts.
8. Fax and Email Delivery and Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The exchange of copies of this Agreement by facsimile transmission or email shall constitute effective execution and delivery and may be used in lieu of the original Agreement for all purposes.
9. Assignment. This Agreement may not be assigned, transferred or otherwise disposed of by either party without consent of the parties.
10. Entire Agreement. This agreement and the attached exhibits contain the entire agreement of the parties with respect to the subject matter of this agreement, and supersede all prior negotiations, agreements and understandings. This agreement may only be amended by a written document duly executed by all parties.
11. Effectiveness; Date. This agreement will become effective when all the parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.

TUE: Industrial Integrity Solutions, LLC a New Mexico Limited Liability Company

Printed Name: Richard Munkvold

Signature: _____

Title: Chief Financial Officer

Date: 5-5-21

PA: AIC Title Service, LLC

Signature: _____

Title: International Registry Specialist

Date: _____



Exhibit A

TUE INFORMATION FORM

TUE Information:

Company Name: Industrial Integrity Solutions, LLC a New Mexico Limited Liability Company

Street Address: 2151 E. Convention Center Way #222

Street Address: _____

P.O. Box: _____

City: Ontario

State: Ca

Zip Code: 91764

Country: USA

BACKUP CONTACT Information:

Backup Contact: Rich Munkvold

Title: Chief Financial Officer

Phone: [REDACTED]

Fax: _____

Email: [REDACTED]

Alternate Backup Contact: Tia Goodman

Title: Controller

Phone: [REDACTED]

Email: tgoodman@frontier-enterprises.com

Return the following with this form and your completed CEA form (Exhibit B) to PA:

1. If TUE is a corporation or limited liability company, a copy of a certificate of incorporation or formation, as applicable.
2. If the TUE is an individual, a legible copy of your driver's license and/or passport.

CONFIRMATION OF ENTITLEMENT TO ACT FORM

TO: The Registrar of International Registry of International Interests in Aircraft Equipment

AT: Email: registryofficials@aviareto.aero OR Fax no: +353 1 829 3508

FORM

Administrator: Suzanne Pruitt
Back-Up Contact: Rich Munkvold
Entity: Industrial Integrity Solutions
Entity Postal Address: 2151 E. Convention Center Way #222
Ontario, Ca 91764
Entity State of Incorporation: New Mexico

Relation of Administrator to Entity (select one)

- ☐ Employee of
☐ Attorney for
☒ Agent of
☐ Natural person acting in own capacity
☐ Other. Please describe: _____

Entity Type (select one)

- ☒ A legal entity
☐ Legal entities acting jointly
☐ A natural person
☐ Natural persons acting jointly
☐ Other. Please describe: _____

DECLARATION

I confirm that the details noted in the Form above are correct and that, when approved by the Registrar, the Administrator has authority to act as administrator for the Entity in accordance with the Regulations and Procedures for the International Registry and to:

(a) effect, amend, discharge, transfer the right to discharge or consent to registrations on the International Registry in which the Entity is a named party or is authorized to act for a named party; and

(b) carry out all other functions of an administrator and assume all of the powers, obligations and responsibilities of an administrator set out in the Regulations and Procedures for the International Registry.

I confirm that the Back-Up Contact noted above is the "back-up contact" as described in the Regulations and Procedures for the International Registry.

I confirm that I have the power to act on behalf of the Entity in confirming the above nominations, authorisations, undertakings and details.

If signing electronically, please acknowledge the following:

- ☐ I confirm that I am permitted to sign documents using an electronic signature and that I have personally attached my electronic signature to this document, in accordance with the Entity's prevailing policies and guidance.

Signature 

(cannot be signed by the Administrator)

Name (Please Print) Richard Munkvold

TITLE (Please Print) Chief Financial Officer

DATE (DD-MMM-YYYY) 5-5-2021

Complete name of the Applicant: Industrial Integrity Solutions, LLC

State in which LLC is organized: New Mexico

Effective date of formation of the LLC: October 7, 2016

N 

Officer(s)

N ☐

N ☐

EFTA00022765



State of California Secretary of State

S

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. CORPORATE NAME

FRONTIER FINANCE CO.

2. CALIFORNIA CORPORATE NUMBER

C2557295

G889060

FILED

In the office of the Secretary of State
of the State of California

AUG-27 2019

This Space for Filing Use Only

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

☐ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

	CITY	STATE	ZIP CODE
4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE 2151 EAST CONVENTION CENTER WAY STE 222, ONTARIO, CA 91764			
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY 2151 EAST CONVENTION CENTER WAY STE 222, ONTARIO, CA 91764			
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4			

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

	ADDRESS	CITY	STATE	ZIP CODE
7. CHIEF EXECUTIVE OFFICER/ JAMES L PREVITI	2151 EAST CONVENTION CENTER WAY STE 222, ONTARIO, CA 91764			
8. SECRETARY RICHARD MUNKVOLD	2151 EAST CONVENTION CENTER WAY STE 222, ONTARIO, CA 91764			
9. CHIEF FINANCIAL OFFICER/ RICHARD MUNKVOLD	2151 EAST CONVENTION CENTER WAY STE 222, ONTARIO, CA 91764			

Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

	ADDRESS	CITY	STATE	ZIP CODE
10. NAME JAMES L PREVITI	2151 EAST CONVENTION CENTER WAY STE 222, ONTARIO, CA 91764			
11. NAME				
12. NAME				

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS
PARACORP INCORPORATED

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL. CITY STATE ZIP CODE

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
FINANCING & REAL ESTATE

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

08/27/2019 MICHAEL MONTGOMERY

COUNSEL

DATE

TYPE/PRINT NAME OF PERSON COMPLETING FORM

TITLE

SIGNATURE



State of California Secretary of State

S

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. CORPORATE NAME

FRONTIER FINANCE CO.

2. CALIFORNIA CORPORATE NUMBER

C2557295

G889060

FILED

In the office of the Secretary of State
of the State of California

AUG-27 2019

This Space for Filing Use Only

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

☐ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

	CITY	STATE	ZIP CODE
4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE 2151 EAST CONVENTION CENTER WAY STE 222, ONTARIO, CA 91764			
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY 2151 EAST CONVENTION CENTER WAY STE 222, ONTARIO, CA 91764			
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4			

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

	ADDRESS	CITY	STATE	ZIP CODE
7. CHIEF EXECUTIVE OFFICER/ JAMES L PREVITI	2151 EAST CONVENTION CENTER WAY STE 222, ONTARIO, CA 91764			
8. SECRETARY RICHARD MUNKVOLD	2151 EAST CONVENTION CENTER WAY STE 222, ONTARIO, CA 91764			
9. CHIEF FINANCIAL OFFICER/ RICHARD MUNKVOLD	2151 EAST CONVENTION CENTER WAY STE 222, ONTARIO, CA 91764			

Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

	ADDRESS	CITY	STATE	ZIP CODE
10. NAME JAMES L PREVITI	2151 EAST CONVENTION CENTER WAY STE 222, ONTARIO, CA 91764			
11. NAME				
12. NAME				

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS
PARACORP INCORPORATED

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL. CITY STATE ZIP CODE

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
FINANCING & REAL ESTATE

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

08/27/2019 MICHAEL MONTGOMERY

COUNSEL

DATE

TYPE/PRINT NAME OF PERSON COMPLETING FORM

TITLE

SIGNATURE



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:

Name of purchaser Industrial Integrity Solutions, LLC SSN _____

If purchaser is a corporation or partnership, list officers or partners _____ T.I.N. _____

Purchaser's permanent address (Street) 2151 E Convention Center Way Ste 222,
(City) Ontario (State/Country) CA (ZIP) 91764

Purchaser's daytime telephone number (000) 000000 D.O.B. _____

Purchaser's driver's license number and state of issuance _____

Purchaser's passport or visa number _____

Name of selling dealer or broker N/A

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: _____

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.

SEE ATTACHED 

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, [REDACTED], Notary Public
(insert name and title of the officer)

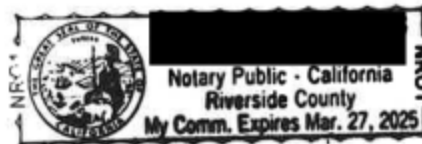
personally appeared [REDACTED]
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their 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 [REDACTED]

(Seal)





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:

Name of purchaser Industrial Integrity Solutions, LLC SSN _____

If purchaser is a corporation or partnership, list officers or partners _____ T.I.N. _____

Purchaser's permanent address (Street) 2151 E Convention Center Way Ste 222,
(City) Ontario (State/Country) CA (ZIP) 91764

Purchaser's daytime telephone number (000) 000000 D.O.B. _____

Purchaser's driver's license number and state of issuance _____

Purchaser's passport or visa number _____

Name of selling dealer or broker N/A

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: _____

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.

SEE ATTACHED 

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)

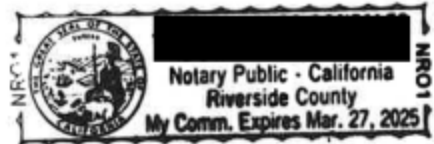
On MAY 7, 2021 before me, [REDACTED], Notary Public
(insert name and title of the officer)

personally appeared [REDACTED]
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 [REDACTED] (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 7th 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 7th 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 7th 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 7th 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 7th 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

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: CFO
Date: 5-13-21

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 FortLauderdale Executive airport KFXE, Florida and subject to the waivers and disclaimers set forth in the Agreement.

TOTAL TIME ON AIRFRAME AT DELIVERY: 2641.9 hours

TOTAL TIME ON ENGINES AT DELIVERY:

Engine No. 1 (MSN 42285TEC):	<u>2641.9</u> hours/cycles
Engine No. 2 (MSN 42286TEC):	<u>2641.9</u> hours/cycles

TOTAL LANDINGS AT DELIVERY: 5472

INDU  TIONS, LLC

By: _____
Name: _____
Title: CFO
Date: 5-13-21

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):	<u>2641.9</u> <small>Total</small> <small>Cycle: N1=3852.6 / N2=3188.2</small> hours/cycles
Engine No. 2 (MSN 42286TEC):	<u>2641.9</u> <small>Cycles: N1=3879.7 / N2=3197.4</small> hours/cycles

TOTAL LANDINGS AT DELIVERY: 5472

INDUSTRIAL INTEGRITY SOLUTIONS, LLC

By: _____
Name: _____
Title: CFO
Date: 5-13-21

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: CFO

Date: 5-13-21