AMENDMENT No. 1 TO S-76 NEW HELICOPTER SALES AGREEMENT

THIS AMENDMENT, dated as of the Acceptance Date stated below, is made by and between the Sikorsky Contracting Entity ("Sikorsky") named below and the Buyer named below in respect of the S-76 New Helicopter Sales Agreement (the "Agreement") executed by the parties on or about December 17, 2007.

1. ***Definitions / Information for this Amendment***

Buyer: Air Ghislaine, Inc.

Sikorsky Contracting Entity: Sikorsky Aircraft Corporation

Sikorsky Contract No: 76TD6167A

Amendment No.: 1

2. ***Preamble to the Amendment*** – The parties desire to amend the Agreement for the following purposes:

i. To change the Scheduled Presentation Date for the Baseline Helicopter and the Completion Services; and
ii. To change the Scheduled Presentation Date Completion Services and Delivery Date Completion Services.

3. ***Amendment*** - Sikorsky and Buyer, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, do hereby agree as follows:

A. Amend Article I of the Agreement as follows:

1.B ***Scheduled Presentation Date Baseline Helicopter***
Delete: December 2008, or earlier as may be practical at Sikorsky's option
Add: June 2009, or earlier as may be practical at Sikorsky's option

1.C. ***Scheduled Presentation Date Completion Services***
Delete: July 2009, or earlier as may be practical at Sikorsky's option
Add: November 2009, or earlier as may be practical at Sikorsky's option

1.D. ***Scheduled Delivery Date Completion Services***
Delete: July 2009, or earlier as may be practical at Sikorsky's option
Add: November 2009, or earlier as may be practical at Sikorsky's option

CWA			
DATE	10/14/08	PROGRAM	S76
PROPOSAL NO.		76TD6167A	
AUTHENTICATOR		E. Stefus	

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

SDNY_GM_00220698

EFTA_00261730

EFTA02727497

AMENDMENT No. 1 TO
S-76 NEW HELICOPTER SALES AGREEMENT

4. ***Reaffirmation:*** Except as modified above, all of the provisions of the Agreement remain the same, and the Agreement, as modified hereby, is reaffirmed.

IN WITNESS WHEREOF, this Amendment has been executed by each party's authorized representative.

Air Ghislaine, Inc.	**Sikorsky Aircraft Corporation**
By: Darren Indyke	**By:** Vicki Conant
Name: Darren Indyke	**Name:** Vicki Conant
Title: Vice President	**Title:** Manager, CBO
Date: Oct 8, 2008	**Acceptance Date:** Oct. 14, 2008

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

SDNY_GM_00200002

EFTA_00261751

EFTA02727498

AMENDMENT No. 2 TO
S-76 NEW HELICOPTER SALES AGREEMENT

THIS AMENDMENT, dated as of the Acceptance Date stated below, is made by and between the Sikorsky Contracting Entity ("Sikorsky") named below and the Buyer named below in respect of the S-76 New Helicopter Sales Agreement (the "Agreement") executed by the parties on or about December 17, 2007.

1. ***Definitions / Information for this Amendment***

Buyer: Air Ghislaine, Inc.

Sikorsky Contracting Entity: Sikorsky Aircraft Corporation

Sikorsky Contract No: 76TD6167A

Amendment No.: 2

2. ***Preamble to the Amendment*** – The parties desire to amend the Agreement for the following purposes:

   i. To change the Scheduled Presentation Date for the Baseline Helicopter and the Completion Services; and
   ii. To change the Scheduled Presentation Date Completion Services and Delivery Date Completion Services.

3. ***Amendment*** - Sikorsky and Buyer, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, do hereby agree as follows:

A. Amend Article I of the Agreement as follows:

1.B *Scheduled Presentation Date Baseline Helicopter*
Delete: June 2009, or earlier as may be practical at Sikorsky's option
Add: December 2008, or earlier as may be practical at Sikorsky's option

1.C. *Scheduled Presentation Date Completion Services*
Delete: November 2009, or earlier as may be practical at Sikorsky's option
Add: September 2009, or earlier as may be practical at Sikorsky's option

1.D. *Scheduled Delivery Date Completion Services*
Delete: November 2009, or earlier as may be practical at Sikorsky's option
Add: September 2009, or earlier as may be practical at Sikorsky's option

CWA			
DATE	11/3/08	PROGRAM	S76
PROPOSAL NO.		76TD6167A	
AUTHENTICATOR		E. Stefani	

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA02727499

4. ***Reaffirmation:*** Except as modified above, all of the provisions of the Agreement remain the same, and the Agreement, as modified hereby, is reaffirmed.

IN WITNESS WHEREOF, this Amendment has been executed by each party's authorized representative.

Air Ghislaine, Inc.	**Sikorsky Aircraft Corporation**
By: Darren K. Indyke	**By:** Vicki Conant
Name: Darren K. Indyke	**Name:** Vicki Conant
Title: Vice President	**Title:** Manager, CBO
Date: 10/31/08	**Acceptance Date:** November 3, 2008

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA02727500

AMENDMENT No. 3 TO S-76 NEW HELICOPTER SALES AGREEMENT

THIS AMENDMENT, dated as of the Acceptance Date stated below, is made by and between the Sikorsky Contracting Entity ("Sikorsky") named below and the Buyer named below in respect of the S-76 New Helicopter Sales Agreement (the "Agreement") executed by the parties on or about December 17, 2007, as amended.

1. ***Definitions / Information for this Amendment***

Buyer: Air Ghislaine, Inc.

Sikorsky Contracting Entity: Sikorsky Aircraft Corporation

Sikorsky Contract No: 76TD6167A

Amendment No.: 3

2. ***Preamble to the Amendment*** N The parties desire to amend the Agreement for the following purposes:

i. To revise the configuration of the Deluxe Executive Helicopter; and
ii. As a result of the following changes, to revise the price and scheduled payments under this Agreement; and
iii. To change the Scheduled Presentation Date Completion Services and the Scheduled Delivery Date Completion Services; and
iv. To amend Article V, Standard Terms and Conditions to add Paragraph 8, Late Delivery.

3. ***Amendment*** - Sikorsky and Buyer, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, do hereby agree as follows:

i. Paragraphs C, D, F, G, H and I.5 of Article I are hereby deleted and replaced with the following:

C. Scheduled Presentation Date Completion Services		***December 7, 2009***
D. Scheduled Delivery Date Completion Services		***December 7, 2009***
F. Completion Services Unit Price:	***US$***	***3,100,000***

CWA | PROGRAM S-76 | DATE 8/3/09 | PROPOSAL NO. E. Stefan | AUTHENTICATOR 76TD 6167A

SDNY_GM_00003095

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261734

EFTA02727501

AMENDMENT No. 3 TO S-76 NEW HELICOPTER SALES AGREEMENT

G. Deluxe Executive Helicopter Unit Price:	***US$***	***11,700,000***
H. Total Contract Price:	***US$***	***11,700,000***
I. Payments:		
1. Advance Payment	***US$ 2,330,000***	
2. Baseline Helicopter Final Payment	***US$ 6,880,000***	
3. Completion Services Interim Payment	***US$ 1,220,000***	
5. Completion Services Final Payment:	***US$ 1,270,000***	

ii. Paragraph 1.d of Article III is hereby deleted and replaced with the following:

d. *Completion Services Final Payment* N in the amount of One Million Two Hundred Seventy Thousand USD (US$1,270,000) per Helicopter is due on the date of Buyer's acceptance of the Completion Services. If Buyer does not make itself available for presentation and acceptance of the Helicopter, the Baseline Helicopter Final Payment shall be due within ten (10) days following receipt by Buyer of written notification that the Helicopter is ready for presentation and acceptance. If Buyer's failure to make itself available is attributable to causes that would be an Excusable Delay as defined in ArticleVI.1, then, without impairing any of Sikorsky's rights under Article VI.2, Buyer shall be afforded such time as may be reasonably required to remove such causes.

iii. Modify Exhibit A Part 2 as follows:

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261735

EFTA02727502

AMENDMENT No. 3 TO S-76 NEW HELICOPTER SALES AGREEMENT

Add:

Code	Description
35065	FMS, Universal UNS-1Fw (WAAS FMS) with LPV Monitor (assumes 1st)
80082	Enhanced Door Pins, Cockpit
85037	Anti-Collision LED Light, Red, Top
85039	Anti-Collision LED Light, Red, Bottom
85040	LED Position Lights
90022	Customize ceiling reading lights. Relocate one reading light from each group to the outboard area of the ceiling, to be centered on outboard passenger seats.
90024	Relocate the reading light switches to the overhead area, adjacent to the reading lights. Relocate the dome light switches on the same panel as the relocated outboard lights, in the outboard position.
90025	ICG satellite phone system with NobMail WiFi Server to support Blackberry email. Includes cabin handset and cockpit dialer.
90029	LED Landing Lights, left and right, with pulse capability
90030	LED Recognition Lights, with pulse capability
90031	Garmin GDL-69A XM weather receiver with XM radio receive capability. XM radio audio output will be connected to cabin headsets only (Ref. Option 90039).
90032	Four 110 Volt AC outlets in cabin, powered by 1000 VA converter hooked to AC generator. Outlets to include flip covers.
90033	Four 12 Volt DC automotive-type jacks in cabin, with covers
90034	Modify cabin interior door handle lighting per customer preference. Remove the standard strip of LED lights and replace with single, concealed light source to provide a uniform illumination of the handle area
90036	Cabin ICS system with 8 Bose headset jacks, with Call function. Headsets not connectable to satellite phone.
90037	Connection of audio from the #1 VHF radio (COM 1) to the cabin ICS circuit, with on/off switch in cockpit
90039	Cabin Entertainment System with: - 3 Audio sources: iPod dock, auxiliary stereo audio input, and XM Radio from Garmin GDL-69A (with remote control) - Switch panels (qty 4) with Source Select and Call button - Audio plays over headsets only, not speakers
90040	Redesign Forward cabin Bulkhead to extend lower than the bottom of the standard narrow windows
90042	Custom Cabin Interior
90044	Custom Cabin Headset Hooks (Quantity 8)
90045	Shoe-cleaning Mat on Boarding Steps LH/RH
90046	HEEDS Bottle Mounts on Cockpit Side Posts (similar to a/c 696 & 700)
90047	Umbrella Holders on Inside of Baggage Compartment Doors (similar to a/c 696)
90048	Custom Aft-Facing Bench Seat, Three to Four Place, with Shortened Single Center Fold-Down Padded Arm Rest
90049	Custom Forward-Facing Bench Seat, Three to Four Place, with Shortened Single Center Fold-Down Padded Arm Rest
90050	LED Logo Lights

SDNY_GM_00003097

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261736

EFTA02727503

AMENDMENT No. 3 TO S-76 NEW HELICOPTER SALES AGREEMENT

Delete:

Code	Description
30061	Cabin ICS
30093	Cabin Call System
32024	Satellite Communications System, AirCell ST3100
35053	FMS – Universal UNS-1F w/Go Around Switch wired to the Collective
63000	VIP Interior (Credit)
63013	Aft Facing Bench - 3/4 Place
63065	Cabin Coat Hooks, Two
80090	Vertical Pylon Access Panels, CSN 76-207
83055	Remove LH Accessory Drive - CSN 76-205
85036	Anti-Collision Light, Red – Bottom
85061	Landing Light – LH Main Gear
85061	Recognition Lights – Forward Facing
85063	Logo Lights
85071	Pulselight System
85072	Pulse Landing Lights
85073	Pulse Recognition Lights
90004	Relocate reading lights from center cabin ceiling to above outboard passenger system
90005	Eight Bose headset jacks for use with the cabin ICS in the cabin (custom locations)
90006	Satcom System to be installed without the cockpit intercom capability (ref. code 32024)
90009	Audio input jack in cabin for Ipod type device. Entertainment audio to be heard in all cabin Bose headsets. No other controls, volume controlled via IPod device
90012	Boarding Steps to Be Surfaced With Coarse Non-Skid
90013	Fwd facing bench seat, 3-4 passenger, W/wide single fold down armrest for right hand passenger. Armrest shall be shortened from the standard length and provide storage inside under lid for IPOD/Cell phone jacks (reference 90021 & 90009) and holders for cu
90015	Sheep skin throw carpet for cabin floor.
90016	Headset Hangers
90017	Customer Cabin Interior Materials Customer Furnished Materials (Leather, Carpet, Sheepskin, Panel Covering) Custom Upholstery Work
90017	Materials Credit for Code 63000 due to Customer Furnished Interior Materials
90021	Cell phone interface into the cabin ICS system. Connection to be in the fold down armrest of the 90013 fwd facing bench seat with ability to select the cell phone connection for any occupant on the fwd facing bench seat (4) positions. Tied to Weight-on-Wh

iv. The following is added as Paragraph 8 of Article V, Standard Terms and Conditions:

8. *Late Delivery* – In the event Buyer does not accept the Completion Services by December 15, 2009 due to Buyer not being satisfied that the Completion Services presented on the Completion Services Presentation Date have been satisfactory completed and the Helicopter as previously accepted by Buyer, is in airworthy condition with all systems functional and in proper working order and with no damage incurred, pursuant to Paragraph 5 of Article II, Presentation of Completion Services for Acceptance of this Agreement, Sikorsky shall establish for Buyer a spares credit in the amount of $50,000, as liquidated damage for such delay.

The spares credit shall be established at a Sikorsky's wholly owned subsidiary Helicopter Support, Inc. and must be used within three (3) years of the Scheduled Presentation Date Completion Services. In the event that any amount of the spares credit has not been used

SDNY_GM_00003098

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261737

EFTA02727504

AMENDMENT No. 3 TO
S-76 NEW HELICOPTER SALES AGREEMENT

or
otherwise committed by Buyer within such time, the spares credit shall expire and Sikorsky shall have no further obligation to Buyer hereunder.

4. ***Reaffirmation:*** Except as modified above, all of the provisions of the Agreement remain the same, and the Agreement, as modified hereby, is reaffirmed.

IN WITNESS WHEREOF, this Amendment has been executed by each party's authorized representative.

Air Ghislaine, Inc.		**Sikorsky Aircraft Corporation**	
By:	Darren Indyke	**By:**	
Name:	Darren Indyke	**Name:**	Michael Loschiavo
Title:	Vice President	**Title:**	Program Manager - Comm
Date:	7/31/09	**Acceptance Date:**	7/31/09

SDNY_GM_00003099

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261738

EFTA02727505

AMENDMENT No. 4 TO S-76 NEW HELICOPTER SALES AGREEMENT

THIS AMENDMENT, dated as of the Acceptance Date stated below, is made by and between the Sikorsky Contracting Entity ("Sikorsky") named below and the Buyer named below in respect of the S-76 New Helicopter Sales Agreement (the "Agreement") executed by the parties on or about December 17, 2007, as amended.

1. ***Definitions / Information for this Amendment***

Buyer:	Shmitka Air, Inc. (formerly known as Air Ghislaine, Inc.)
Sikorsky Contracting Entity:	Sikorsky Aircraft Corporation
Sikorsky Contract No:	76TD6167A
Amendment No.:	4

2. ***Preamble to the Amendment*** – The parties desire to amend the Agreement for the following purposes:

   i. To acknowledge that Air Ghislaine, Inc. has changed its name to Shmitka Air, Inc., that other than the change in name, the Buyer's legal identity, existence and status has not changed, and that, except as modified by this Amendment, the respective rights and obligations of the parties under the Agreement continue in full force and effect after the name change to the same extent that they existed immediately prior to the name change;
   ii. To change the Scheduled Presentation Date Completion Services and the Scheduled Delivery Date Completion Services;
   iii. To provide the Buyer with a credit of $175,000 toward the purchase of goods and services from Sikorsky's subsidiary, Associated Aircraft Group, Inc. ("AAG");
   iv. To revise the configuration of the Deluxe Executive Helicopter;
   v. To amend Article VI, Standard Terms and Conditions, to revise paragraph 8, Late Delivery.
   vi. To delete Sikorsky's obligation to provide twenty (20) hours of charter time from AAG as originally set forth in the Agreement; and
   vii. To reduce the Completion Services Unit Price, Deluxe Executive Helicopter Unit Price, Total Contract Price and Completion Services Final Payment by US$20,000.

3. ***Amendment*** - Sikorsky and Buyer, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, do hereby agree as follows:

   i. Sikorsky acknowledges that pursuant to a separate letter agreement dated on or around the date of this Amendment 4 to the Agreement, it recognized that Air Ghislaine, Inc. changed

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261739

EFTA02727506

AMENDMENT No. 4 TO
S-76 NEW HELICOPTER SALES AGREEMENT

its name to Shmitka Air, Inc. and that, except for the change in its name, the Buyer's legal identity, existence and status has not changed as a result of the name change. Accordingly,

Sikorsky acknowledges and agrees that, except as modified hereby, the respective rights and obligations of Sikorsky and Buyer or Customer (now known as Shmitka Air, Inc.) continue in full force and effect after the name change to the same extent they existed immediately prior to the name change.

ii. Paragraphs C and D of Article I of the Agreement are hereby deleted and replaced with the following:

C. Scheduled Presentation Date Completion Services	***March 2010***
D. Scheduled Delivery Date Completion Services	***March 2010***

iii. In consideration of the Buyer's acceptance of the revised Scheduled Presentation Date Completion Services and Scheduled Delivery Date Completion Services, Sikorsky agrees to provide Buyer with a credit of US$175,000 (the "Credit") toward the purchase of goods and services offered by Sikorsky's subsidiary, AAG, in the ordinary course of AAG's business. The Credit may be applied to such goods and services offered by AAG, which include, without limitation: (a) charter services for charters of S-76 aircraft out of any location at which AAG offers charter services at AAG's published charter rate, less a discount of ten percent (10%); (b) labor charges at AAG's standard rates for the performance of scheduled and unscheduled maintenance; (c) the provision of spare parts at AAG's standard published prices; and (d) any other services or products offered by AAG from time to time (at the standard rates and prices therefore). If so requested by the Buyer, all or some of the Credit may be applied toward the Buyer's purchase of pilot training services from Flight Safety, Inc. (at the standard rates and terms therefore). The Credit shall be valid for forty-eight (48) months from the date on which Buyer accepts the Completion Services performed on the Helicopter.

iv. In consideration of the Buyer's acceptance of the revised Scheduled Presentation Date Completion Services and Scheduled Delivery Date Completion Services, Sikorsky agrees to revise the configuration of the Deluxe Executive Helicopter as provided herein at no additional charge. Accordingly, Exhibit A Part 2 of this Agreement is modified as follows:

SDNY_GM_00003100

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261740

EFTA02727507

AMENDMENT No. 4 TO S-76 NEW HELICOPTER SALES AGREEMENT

Add:

63010	Aft Facing Bench, Three/Four Passenger w/ 3 Under-Seat Storage Drawers
90052	Custom Forward-Facing Bench Seat, Three to Four Place with Single Center Custom Fold-Down Arm Rest with Custom Storage Compartments
90053	Custom Upholstery Modification to Forward and Aft Seat Benches, as well as Additional Outboard Cushion Styling
90054	Move pilot seat aft slightly 1.5 inches
90037	Connection of audio from the #2 VHF radio (COM 1) to the cabin ICS circuit, with on/off switch in cockpit
90039	Cabin Entertainment System with: ~4 Audio sources: iPod dock, auxiliary stereo audio input, XM Radio from Garmin, GDL-69A (with remote control), and ATC audio from VHF #2, ~Audio source selection switch panel and call pilot switch panel, ~Audio plays over headsets only, not speakers, Keystone to revise locations of Bose cabin headset hooks as per discussion with customer in FL and layouts provided Oct. 29, 09
90057	Registration number changes from N908GM to N722JE, Number will be painted in Sherwin Williams Jet Glo, Nebula 08452, lettering will be in "plain round".

90055	Three neck cushions for rear bench seat
90056	Fabricate cockpit maintenance floor runners to match color of leather on cockpit door storage compartments

Please be advised that option code numbers 90055 and ~~9056~~ 90056 will be installed on the Buyer's Helicopter at Sikorsky's facility located in Coatesville, Pennsylvania (or at AAG's facility located in Wappingers Falls, NY) on a date and time that is mutually agreed between Sikorsky and Buyer.

Buyer also has the option to have Sikorsky replace the fabric behind the Helicopter's rear bench with a mirror (or mirror-like material). If so requested, this replacement and installation will take place at Buyer's next annual inspection for the Helicopter, and will take place at Sikorsky's facility located in Coatesville, Pennsylvania (or at AAG's facility located in Wappingers Falls, NY) on a date and time that is mutually agreed between Sikorsky and Buyer.

SDNY_GM_00003102

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261741

EFTA02727508

[redacted]

AMENDMENT No. 4 TO
S-76 NEW HELICOPTER SALES AGREEMENT

Delete:

90048	Custom Aft-Facing Bench Seat, Three to Four Place, with Shortened Single Center Fold-Down Padded Arm Rest
90049	Custom Forward-Facing Bench Seat, Three to Four Place with shortened Single Center Fold-Down Padded Arm Rest
90037	Connection of audio from the #1 VHF radio (COM 1) to the cabin ICS circuit, with on/off switch in cockpit
90039	Cabin Entertainment System with: - 3 Audio sources: IPod dock, auxiliary stereo audio input, and XM Radio from Garmin GDL-69A (with remote control) - Switch panels (qty 4) with Source Select and Call button - Audio plays over headsets only, not speakers

v. Paragraph 8 (Late Delivery) of Article VI (Standard Terms and Conditions) of the Agreement, is hereby deleted in its entirety and replaced with the following:

8. ***Late Delivery*** – Sikorsky's providing the Buyer with (a) a US$175,000 credit with AAG and other benefits described in Section 3iii of Amendment No. 4 to this Agreement, (b) the revised configuration at no additional charge to the Buyer, and (c) a US$20,000 reduction in the Completion Services Final Payment as described in Sections 3vii and 3viiii of Amendment No. 4 to this Agreement, shall be the exclusive remedies to the Buyer for the delivery delay under the Agreement.

vi. Paragraph 7 (Charter Time) of Article II (Description of Sale) is hereby deleted in its entirety

vii. Paragraph F. (Completion Services Unit Price), Paragraph G. (Deluxe Executive Helicopter Unit Price), Paragraph H. (Total Contract Price) and Paragraph I.5. (Completion Services Final Payment) of Article I (Definitions/Information for this Agreement) are hereby deleted and replaced with the following:

F. Completion Services Unit Price:	US$3,080,000
G. Deluxe Executive Helicopter Unit Price:	US$11,680,000
H. Total Contract Price:	US$11,680,000
I. Payments:	
5. Completion Services Final Payment:	US$1,250,000

SDNY_GM_00003103

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261742

EFTA02727509

AMENDMENT No. 4 TO
S-76 NEW HELICOPTER SALES AGREEMENT

viii. Paragraph 1.d (Completion Services Final Payment) of Article III (Prices/Payment Schedule) is hereby deleted and replaced with the following:

d. *Completion Services Final Payment* – in the amount of One Million Two Hundred Fifty Thousand USD (US$1,250,000) per Helicopter is due on the date of Buyer's acceptance of the Completion Services. If Buyer does not make itself available for presentation and acceptance of the Helicopter, the Completion Services Final Payment shall be due within ten (10) days following receipt by Buyer of written notification that the Helicopter is ready for presentation and acceptance. If Buyer's failure to make itself available is attributable to causes that would be an Excusable Delay as defined in Article VI.1, then, without impairing any of Sikorsky's rights under Article VI.2., Buyer shall be afforded such time as may be reasonably required to remove such causes.

4. ***Reaffirmation:*** Except as modified above, all of the provisions of the Agreement remain the same, and the Agreement, as modified hereby, is reaffirmed.

IN WITNESS WHEREOF, this Amendment has been executed by each party's authorized representative.

Shmitka Air, Inc.

Sikorsky Aircraft Corporation

By:	Darren K. Indyke	**By:**	Vicki Conant
Name:	Darren K. Indyke	**Name:**	Vicki Conant
Title:	Vice President	**Title:**	manager, CBO
Date:	March 9, 2010	**Acceptance Date:**	March 9, 2010

SDNY_GM_00003104

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261743

EFTA02727510

Perrault, Ted **SIK**

From: Shurkus, Christopher R SIK
Sent: Tuesday, March 30, 2010 4:47 PM
To: Perrault, Ted SIK
Subject: FW: A/C 750

Importance: High

You can CWA

From: Darren Indyke [mailto:dkiesq@aol.com]
Sent: Tuesday, March 30, 2010 4:38 PM
To: Shurkus, Christopher R SIK
Subject: Re: A/C 750
Importance: High

Thought that I already confirmed. Sorry. I confirm that I accept the correction of the inadvertent typo relating to the option code, and approve the change of that typo from 9056 to 90056. thanks.

Darren

On Mar 30, 2010, at 3:37 PM, Shurkus, Christopher R SIK wrote:

Hi Darren,

Could you please respond back to the email I sent you last week regarding the e-mail that you accept SAC's manual change to page 3 of the Amendment (striking the reference to option code 9056, and replacing it with 90056).

Thanks,

Chris Shurkus
S-76 Program Manager
Sikorsky Aircraft Corp
[redacted]
6900 Main Street
Mail Stop S358A
Stratford, CT 06615

The information in this transmission is privileged and confidential and is meant to be read and used only by the intended recipient. If you have received this transmission in error, please notify me immediately by telephone or e-mail and delete the original message and all attachments. Any review, use, dissemination, distribution or copying of this transmittal by an unintended recipient is strictly prohibited, and may be a violation of law subject to penalty.

SDNY_GM_00003105

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261744

EFTA02727511

AMENDMENT No. 5 TO
S-76 C++ NEW HELICOPTER SALES AGREEMENT

THIS AMENDMENT, dated as of the Acceptance Date stated below, is made by and between the Sikorsky Contracting Entity named below ("Sikorsky") and the Buyer named below in respect of the S-76C++ New Helicopter Sales Agreement No. 76TD6167A between the parties, as amended (the "Agreement").

1. ***Definitions / Information for this Amendment***

Buyer:	Freedom Air International, Inc. (f/k/a Shmitka Air, Inc.)
Sikorsky Contracting Entity:	Sikorsky Aircraft Corporation
Contract No:	76TD6167A
Amendment No.:	5

2. ***Preamble to the Amendment*** N The parties desire to amend the Agreement for the following purposes:

A. To acknowledge that Shmitka Air, Inc. has changed its name to Freedom Air International, Inc.; that other than the change in name, the Buyer's legal identity, existence and status has not changed; and that, except as modified by this Amendment, the respective rights and obligations of the parties under the Agreement continue in full force and effect after the name change to the same extent that they existed immediately prior to the name change.

3. ***Amendment*** - Sikorsky and Buyer, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, do hereby agree as follows:

A. Sikorsky hereby recognizes that effective July 6, 2010, Shmitka Air, Inc. changed its name to Freedom Air International, Inc. and that, except for the change in its name, the Buyer's legal identity, existence and status have not changed as a result of the name change. Accordingly, Sikorsky acknowledges and agrees that, except as modified hereby, the respective rights and obligations of Sikorsky and Buyer (now known as Freedom Air International, Inc.) continue in full force and effect after the name change to the same extent they existed immediately prior to the name change.

4. ***Reaffirmation:*** Except as modified above, all of the provisions of the Agreement remain the same, and the Agreement, as modified hereby, is reaffirmed.

[*signature page follows*]

CWA	
DATE 8/12/10	PROGRAM S-76
PROPOSAL NO.	
AUTHENTICATOR	H. Caudill

SDNY_GM_00003106

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261745

EFTA02727512

IN WITNESS WHEREOF, this Amendment has been executed by each party's authorized representative.

Freedom Air International, Inc.	**Sikorsky International Operations, Inc.**
By: Darren K. Indyke	**By:** Kenneth C. Bates
Name: Darren K. Indyke	**Name:** KENNETH C. BATES
Title: Vice President	**Title:** PROGRAM MANAGER
Date: July 30, 2010	**Acceptance Date:** 7/30/10

SDNY_GM_00003107

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261746

EFTA02727513

AMENDMENT 2 TO
S-76C++ NEW HELICOPTER SALES AGREEMENT

THIS AMENDMENT, dated as of the Acceptance Date stated below, is made by and between the Sikorsky Contracting Entity ("Sikorsky") named below and the Buyer named below in respect of the S-76 New Helicopter Sales Agreement (the "Agreement") between the parties.

1. ***Definitions / Information for this Amendment***

Buyer:	Air Ghislane, Inc.
Sikorsky Contracting Entity:	Sikorsky Aircraft Corporation
Sikorsky Contract No:	S76TD6167
Amendment No.:	2

2. ***Preamble to the Amendment*** – The parties desire to amend the Agreement for the following purposes:

   i. To modify the configuration of the Helicopter as set forth in this Amendment.

3. ***Amendment*** – Amend Attachment A Part 2 of the Agreement as follows:

Add

Code	Description
90022	Move pilot seat aft slightly.

4. ***Reaffirmation:*** Except as modified above, all of the provisions of the Agreement remain the same, and the Agreement, as modified hereby, is reaffirmed.

IN WITNESS WHEREOF, this Amendment has been executed by each party's authorized representative.

Air Ghislane, Inc.

By: Darren K. Indyke

Name: Darren K. Indyke

Title: Vice President

Date: 9-26-07

Sikorsky Aircraft Corporation:

By: [signature]

Name: KENNETH C. BATES

Title: S-76 PROGRAM MGR

Acceptance Date: 9/27/07

9/5/2007
Amendment 2

CWA			
DATE	10-10-07	PROGRAM	S-76
PROPOSAL NO.	S76TD6167		
AUTHENTICATOR	[signature]		

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

AMENDMENT 2 TO S-76C++ NEW HELICOPTER SALES AGREEMENT

THIS AMENDMENT, dated as of the Acceptance Date stated below, is made by and between the Sikorsky Contracting Entity ("Sikorsky") named below and the Buyer named below in respect of the S-76 New Helicopter Sales Agreement (the "Agreement") between the parties.

1. ***Definitions / Information for this Amendment***

Buyer: Air Ghislane, Inc.

Sikorsky Contracting Entity: Sikorsky Aircraft Corporation

Sikorsky Contract No: S76TD6167

Amendment No.: 2

2. ***Preamble to the Amendment*** – The parties desire to amend the Agreement for the following purposes:

   i. To modify the configuration of the Helicopter as set forth in this Amendment.

3. ***Amendment*** – Amend Attachment A Part 2 of the Agreement as follows:

Add

Code	Description
90022	Move pilot seat aft slightly.

4. ***Reaffirmation:*** Except as modified above, all of the provisions of the Agreement remain the same, and the Agreement, as modified hereby, is reaffirmed.

IN WITNESS WHEREOF, this Amendment has been executed by each party's authorized representative.

Air Ghislane, Inc.

By: Darren K. Indyke

Name: Darren K. Indyke

Title: Vice President

Date: 9-26-07

Sikorsky Aircraft Corporation:

By: [signature]

Name: KENNETH C. BATES

Title: S-76 PROGRAM MGR

Acceptance Date: 9/27/07

SDNY_GM_00006108

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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EFTA02727515

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

AMENDMENT 1 TO
S-76C++ NEW HELICOPTER SALES AGREEMENT

THIS AMENDMENT, dated as of the Acceptance Date stated below, is made by and between the Sikorsky Contracting Entity ("Sikorsky") named below and the Buyer named below in respect of the S-76 New Helicopter Sales Agreement (the "Agreement") between the parties.

1. ***Definitions / Information for this Amendment***

Buyer:	Air Ghislane, Inc.
Sikorsky Contracting Entity:	Sikorsky Aircraft Corporation
Sikorsky Contract No:	S76TD6167
Amendment No.:	1

2. ***Preamble to the Amendment*** – The parties desire to amend the Agreement for the following purposes:

   i. To modify the configuration of the Deluxe Executive Helicopter as set forth in this Amendment; and
   ii. To increase the price of, and adjust the Completion Services Interim Payment and Completion Services Final Payment applicable to, the Deluxe Executive Helicopter as a result of the configuration modifications.

3. ***Amendment*** – Amend the Agreement as follows:

A. The below-identified provisions of Article I (DEFINITIONS/INFORMATION FOR THIS AGREEMENT) to the Agreement are amended as follows:

Completion Services Unit Price
Delete: US$ 2,300,000
Substitute: US$ 2,365,650

Deluxe Executive Helicopter Unit Price
Delete: US$ 10,300,000
Substitute: US$ 10,365,650

Total Contract Price
Delete: US$ 10,300,000
Substitute: US$ 10,365,650

Payments
Completion Services Interim Payment
Delete: US$ 920,000

CWA			
DATE	3/30/07	PROGRAM	S76
PROPOSAL NO.		S76TD6167	
AUTHENTICATOR			

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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Substitute: US$ 952,825

Completion Services Final Payment
Delete: US$ 920,000
Substitute: US$ 952,825

B. Subsections (c) and (d) to Section 1 (Price/Payment Schedule) to Article III. (PRICE PAYMENT SCHEDULE) to the to the Agreement are hereby deleted in their entirety and the following new subsections (c) and (d) are substituted in lieu thereof:

"c. *Completion Services Interim Payment* – In the amount of Nine Hundred Fifty Two Thousand Eight Hundred Twenty Five USD ($952,825) is due on the date of Buyer's acceptance of the Helicopter.

d. *Completion Services Final Payment* – In the amount of Nine Hundred Fifty Two Thousand Eight Hundred Twenty Five USD ($952,825) is due on the date of Buyer's acceptance of the Completion Services. If Buyer does not make itself available for presentation and acceptance of the Completion Services, the Completion Services Final Payment shall be due within ten (10) days following receipt by Buyer of written notification that the Completion Services of the Deluxe Executive Helicopter are ready for presentation and acceptance. If Buyer's failure to make itself available is attributable to causes that would be an Excusable Delay as defined in Article VI.1, then, without impairing any of Sikorsky's rights under Article VI.2, buyer shall be afforded such time as may be reasonably required to remove such causes. If Buyer's failure to make itself available is attributable to a material breach on the part of Sikorsky, Sikorsky shall be afforded such time as may be reasonably required to cure such breach."

C. Amend Exhibit A to the Agreement as follows:

Add

Code	Description
36104	GMX-200 Multi Function Display, Garmin
36105	Chartview for GMX-200 MFD
86017	Console Storage Bin-Small
90012	Boarding steps to be surfaced with coarse non-skid
90013	Fwd facing bench seat, 3-4 passenger, W/ wide single fold down armrest for right hand passenger. Armrest shall be shortened from the standard length and provide storage inside under lid for IPOD/Cell phone jacks (reference 90021& 90009) and holders for customer furnished IPOD/Cell phone.
90015	Sheep skin throw carpet for cabin floor
90016	Headset hangers located at ceiling level above all 8 cabin seats against forward/aft bulkheads
90017	Custom Cabin Interior Materials Customer Furnished Materials (Leather, Carpet, Sheepskin, Panel Covering) Custom Upholstery Work
90019	Do not install the 63000 magazine storage in lower cabin doors
90020	Custom upholstery/cushion fabrication requiring customer approval via pre-production prototype.
90021	Cell phone interface into the cabin ICS system. Connection to be in the fold down armrest of the 90013 fwd facing bench seat with ability to select the cell phone connection for any occupant on the fwd facing bench seat (4) positions. Tied to Weight-on-Wheels switch to disable in-flight use.

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261751

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AMENDMENT 1 TO
S-76C++ NEW HELICOPTER SALES AGREEMENT

Delete

36102	Multi-Function/Moving Map Display,UPS at Apollo MX-20
36103	Chart View Option for the UPS at MX-20
63036	Fwd Facing Divan - 3/4 Place w/Table and Armrests
90008	Cell Phone interface in cabin to allow cell phone to be plugged in and communication enabled through cabin Bose headsets (ref. Headset Companion Audio Interface # 4149A, Sporty's Pilot Shop)

4. ***Reaffirmation:*** Except as modified above, all of the provisions of the Agreement remain the same, and the Agreement, as modified hereby, is reaffirmed.

IN WITNESS WHEREOF, this Amendment has been executed by each party's authorized representative.

Air Ghislane, Inc.

By: Darren Indyke

Name: Darren Indyke

Title: Vice President

Date: March 26, 2007

Sikorsky Aircraft Corporation:

By:

Name: Michael Loschiavo

Title: S76 Program Manage

Acceptance Date: March 29, 2007

SDNY_GM_00023

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261752

EFTA02727519

S-76C++ NEW HELICOPTER SALES AGREEMENT

THIS S-76C++ NEW HELICOPTER SALES AGREEMENT, dated as of the Acceptance Date stated below, is made by and between the Sikorsky Contracting Entity ("Sikorsky") named below and the Buyer named below.

I. ***DEFINITIONS / INFORMATION FOR THIS AGREEMENT***

Buyer:	Air Ghislaine, Inc.
Sikorsky Contracting Entity:	Sikorsky Aircraft Corporation
Sikorsky Contract No:	S76TD6167
A. Deluxe Executive Helicopter Quantity:	One
B. Scheduled Presentation Date Baseline Helicopter:	April 5, 2007, or earlier as may be practical at seller's option
C. Scheduled Presentation Date Completion Services:	September 30, 2007, or earlier as may be practical at seller's option
D. Scheduled Delivery Date Completion Services:	October 3, 2007, or earlier as may be practical at seller's option
E. Baseline Helicopter Unit Price:	US$ 8,000,000
F. Completion Services Unit Price:	US$ 2,300,000
G. Deluxe Executive Helicopter Unit Price:	US$ 10,300,000
H. Total Contract Price:	US$ 10,300,000
I. Payments:	
1. Deposit	US $ $100,000
2. Advance Payment	US$ 2,060,000 (20% of Total Contract Price inclusive of the $100,000 paid by Buyer prior to the date of this Agreement, receipt of which is hereby acknowledged by Sikorsky)
3. Baseline Helicopter Final Payment:	US$6,400,000 (80% of the Baseline Helicopter Unit Price)
4. Completion Services Interim Payment::	US$920,000 (40% of the Helicopter Completion Services Unit Price)

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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5. Completion Services Final Payment:	US$920,000 (40% of the Helicopter Completion Services Unit Price)
Buyer's Contact for Technical Issues:	Mr. Larry Visoski Jet Aviation 1514 Perimeter Rd. West Palm Beach, Fl. 33406
Buyer's Address for Invoices and Legal Notices:	Darren K. Indyke The Villard House 457 Madison Avenue New York New York 10022 Fax:212 750-0381
Designated Completion Center	Keystone Helicopter Corporation

II. ***DESCRIPTION OF SALE***

1. ***Sale*** - Sikorsky shall sell and deliver to the Buyer, and the Buyer shall purchase from Sikorsky, the Quantity of one new Sikorsky Model S-76C Helicopters with new Turbomeca 2S2 engines (known as the S-76C++) and equipped with the items of additional equipment specified in Exhibit A, Part 1 (the "Helicopter"). In addition, Sikorsky shall sell and perform the Completion Services for Buyer and Buyer shall purchase the Completion Services on the Helicopter, which will then be equipped with the items of additional equipment specified in Exhibit A, Part 2, (the Deluxe Executive Helicopter"). Notwithstanding anything to the contrary contained herein, during the performance of the Completion Services, the configuration items specified in Annex 1 to Exhibit A shall be removed from the Helicopter and retained as property of Sikorsky. These configuration items shall be either deleted or replaced by the customized options chosen by Buyer in Exhibit A, Part 2 as part of the Completion Services.

2. ***Presentation of Helicopter for Acceptance*** - The Helicopter shall be presented for acceptance at the Sikorsky designated facility in Connecticut (the "Designated Facility") on the Scheduled Presentation Dates. Upon Buyer's request for a demonstration flight of the Helicopter, Sikorsky shall conduct a demonstration flight at the Designated Facility during such presentation, which flight shall be approximately one (1) hour in duration or longer as may reasonably be necessary. Buyer's obligation to purchase the Helicopter is conditioned upon and subject to Buyer being satisfied that the Helicopter is in airworthy condition with all flight critical systems functional and in proper working order, and has been manufactured in accordance with the specifications of this Agreement and that the Helicopter has no damage, corrosion or other defects.

3. ***Acceptance and Title Transfer*** - After presentation of the Helicopter, Buyer shall evidence its acceptance of the Helicopter by executing a Certificate of Helicopter Acceptance. Upon Buyer's execution of the Certificate of Helicopter Acceptance, and

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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payment of the Baseline Helicopter Final Payment pursuant to Section III.1.b., Sikorsky shall transfer title to Buyer at the Designated Facility. Following title transfer, Sikorsky shall provide to Buyer a FAA Certificate of Airworthiness, a Bill of Sale and a Warranty Bill of Sale (Exhibit C). Sikorsky shall retain custody of the Helicopter for the purpose of the performance of the Completion Services. As part of the Completion Services, Sikorsky will transport the Helicopter, at Sikorsky's expense, from Connecticut, to Sikorsky's designated completion center (the "Completion Center") via ferry flight. Upon its arrival at the Completion Center, the Helicopter shall be inducted into the facility in order to allow the performance of the Completion Services.

4. ***Risk of Loss*** – Sikorsky shall have risk of loss of the Helicopter, subsequent to the transfer of title through Buyer's acceptance of the Completion Services. In the event that the Helicopter is damaged or the functionality is in any way compromised during the conduct of the Completion Services, Sikorsky shall be required, as a part of the Completion Services, to repair such damage or restore such functionality to as good condition as new. Buyer agrees that any insurance proceeds for such repair shall be paid directly to Sikorsky. In the event the Helicopter is lost or destroyed or damaged beyond economic repair at any time prior to Buyer's acceptance, Buyer shall have the right to either (i) purchase the next available S-76 C++ Helicopter in Sikorsky's production sequence (the "Replacement Helicopter") on the same terms and conditions as set forth in this Agreement, (however Sikorsky reserves the right to make changes in the Exhibit A configuration and Helicopter Unit Price of the Replacement Helicopter required due to obsolescence, FAA requirements, or as a result of changes in the manufacture of the Helicopter), or (ii) terminate this Agreement. Buyer shall notify Sikorsky of its decision within fifteen (15) days of receipt by Buyer of written notice from Sikorsky of the loss or destruction of or damage beyond economic repair to the Helicopter, which notice shall include the projected delivery date of the Replacement Helicopter.

5. ***Presentation of Completion Services for Acceptance*** – Upon the completion of the Completion Services, the Deluxe Executive Helicopter shall be presented for technical acceptance of the work performed at the Completion Center on the Scheduled Presentation Date Completion Services. Upon Buyer's request for an inspection and demonstration flight of the Deluxe Executive Helicopter, Sikorsky shall conduct a demonstration flight of the Deluxe Executive Helicopter, at the Completion Center during such inspection and presentation, which flight shall be approximately one (1) hour in duration or longer as may reasonably be necessary. Buyer's obligation to accept the Deluxe Executive Helicopter is conditioned upon and subject to Buyer being satisfied that the Completion Services have been satisfactorily completed and that the Helicopter as previously accepted by Buyer, is in airworthy condition with all systems functional and in proper working order and with no damage incurred.

6. ***Acceptance of Completion Services*** – After the completion of the inspection, the Deluxe Executive Helicopter shall be presented to Buyer for final acceptance of the Completion Services at the Designated Facility. Buyer shall evidence its acceptance of the Completion Services by executing a Certificate of Acceptance of the Completion Services (Exhibit

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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C). Thereafter, upon the receipt of the Completion Services Final Payment pursuant to Article III. 1.d. below, Sikorsky shall provide to Buyer a FAA return to service certification and the Deluxe Executive Helicopter shall then be at Buyer's risk.

7. ***Charter Time*** –As an added benefit of an S-76C++ Deluxe Executive Helicopter acquisition, Sikorsky shall provide to Buyer twenty (20) hours of S-76 charter time in the metropolitan New York area through Sikorsky's subsidiary, Associated Aircraft Group ("AAG"). The benefit of these services may be used by Buyer upon reasonable request, subject to AAG's standard terms and conditions of service, and will remain on account with AAG for two years after execution of this Agreement.

8. ***Termination*** - If on or before and no later than April 10, 2006, Buyer notifies Sikorsky in writing that Buyer has obtained advice from its tax counsel ("Tax Advice") that the transactions contemplated in this Article II will impose any Tax(es) (as such term is defined in Article VI.3 of this Agreement) on the Baseline Helicopter or the Deluxe Executive Helicopter, based on the delivery and acceptance of either at the Designated Facility (i.e, Connecticut), then Buyer may, at its option, terminate this Agreement. Any termination by Buyer shall be made solely on the basis of, and in good faith reliance on, the Tax Advice. In the event this Agreement is not terminated, this paragraph shall have no effect on Buyer's obligation in Article VI.3 of this Agreement.

III. *PRICE/PAYMENT SCHEDULE*

1. ***Price/Payment Schedule*** - The Buyer shall pay to Sikorsky the Advance Payment and the Progress Payment set forth below by wire transfer to Sikorsky's Account No. 57-56685 ABA No. 071-000013 SWIFT:FNBCUS44 at BANKONE N.A., 1 Bank One Plaza, Chicago, IL 60670.

   a. *Advance Payment* – in the amount of Two Million Sixty Thousand USD (US$2,060,000) inclusive of the One Hundred Thousand USD (US$100,000) previously paid by Buyer to Sikorsky prior to the date of this Agreement, with the balance of such payment in the amount of One Million Nine Hundred Sixty Thousand USD (US$ 1,960,000) being due on the date Buyer signs this Agreement, receipt of which is hereby acknowledged by Sikorsky. This Agreement shall not become effective until such payment is received by Sikorsky.

   b. *Baseline Helicopter Final Payment* – in the amount Six Million Four Thousand USD (US$6,400,000) per Helicopter is due on the date of Buyer's acceptance of the Helicopter at the Designated Facility. If Buyer does not make itself available for presentation and acceptance of the Helicopter, the Baseline Helicopter Final Payment shall be due within ten (10) days following receipt by Buyer of written notification that the Helicopter is ready for presentation and acceptance. If Buyer's failure to make itself available is attributable to causes that would be an Excusable Delay as defined in ArticleVI.1, then, without impairing any of Sikorsky's rights

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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under Article VI.2, Buyer shall be afforded such time as may be reasonably required to remove such causes. If Buyer's failure to make itself available is attributable to a material breach on the part of Sikorsky, Sikorsky shall be afforded such time as may be reasonably required to cure such breach.

c. *Completion Services Interim Payment* – in the amount of Nine Hundred Twenty Thousand USD (US$920,000) per Helicopter is due on the date of Buyer's acceptance of the Completion Services.

d. *Completion Services Final Payment* – in the amount of Nine Hundred Twenty Thousand USD (US$920,000) per Helicopter is due on the date of Buyer's acceptance of the Completion Services. If Buyer does not make itself available for presentation and acceptance of the Helicopter, the Baseline Helicopter Final Payment shall be due within ten (10) days following receipt by Buyer of written notification that the Helicopter is ready for presentation and acceptance. If Buyer's failure to make itself available is attributable to causes that would be an Excusable Delay as defined in ArticleVI.1, then, without impairing any of Sikorsky's rights under Article VI.2, Buyer shall be afforded such time as may be reasonably required to remove such causes. If Buyer's failure to make itself available is attributable to a material breach on the part of Sikorsky, Sikorsky shall be afforded such time as may be reasonably required to cure such breach.

IV. ***CONFIGURATION FINALIZATION***

1. ***Finalization Dates*** - The parties acknowledge that the Helicopter/Deluxe Executive Helicopter configuration set forth in Exhibit A is not yet finalized and therefore agree to finalize the following portions of the configuration by not later than one hundred fifty (150) days from the Acceptance Date of this Agreement:

   Aircraft System Specification
   Interior General Arrangement
   Audio Proposal
   Interior Rendering Board
   Aircraft Registration Number
   Exterior Paint Rendering
   Paint Scheme
   Other

2. ***Amendment*** - For this purpose, the Buyer's Contact for Technical Issues shall have complete authority on behalf of the Buyer to discuss configuration issues and amend this Agreement accordingly, with associated technical, price and/or delivery changes. If the above dates are not met, Sikorsky may delay the Scheduled Presentation Date(s) and/or increase the Total Contract Price due to Sikorsky's additional costs associated with such delay and/or terminate this Agreement.

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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3. ***Suitability of Configuration*** - The Buyer is responsible for having ensured that the helicopter configuration, defined herein, meets all the operational requirements of the country of destination/registration as they relate to the specific intended usage of the Deluxe Executive Helicopter. If requested, Sikorsky shall make a good faith attempt to assist in the determination of this configuration. If required for import/registration requirements in the foreign country, Sikorsky shall endeavor to obtain that country's design approval of the configuration items not already approved. In the event that Sikorsky cannot achieve approval after reasonable effort, both parties shall be released from any further obligations of this Agreement.

V. ***WARRANTIES*** – Sikorsky's warranties and Buyer's remedies are set forth in Exhibit B Deluxe Executive Helicopter Warranty.

VI. ***STANDARD TERMS AND CONDITIONS***

1. ***Excusable Delays*** - Buyer acknowledges that the goods called for hereunder are to be manufactured for Buyer to fulfill this Agreement and that the delivery dates are based on the assumption that there will be no delay due to causes beyond the reasonable control of Sikorsky. Sikorsky shall not be charged with any liability for delay or non-delivery when due to delays of suppliers, acts of God or the public enemy, compliance in good faith with any applicable foreign or domestic governmental regulation or order whether or not it proves to be invalid, fires, riots, labor disputes, unusually severe weather, or any other cause beyond the reasonable control of Sikorsky. To the extent that such causes actually retard deliveries on the part of Sikorsky, the time for Sikorsky's performance shall be extended for as many days beyond the delivery date as are reasonably required to obtain removal of such causes. This provision shall not, however, relieve Sikorsky from using reasonable efforts to avoid or remove such causes and continue performance with reasonable dispatch whenever such causes are removed.

2. ***Inability Or Refusal To Pay*** - If Buyer is unable or refuses to make payment to Sikorsky in accordance with any of its obligations to Sikorsky, Sikorsky may, at its option, terminate this Agreement by giving to Buyer written notice of its intention to terminate. Upon such termination, Sikorsky shall be relieved of any further obligations to Buyer and Buyer shall reimburse Sikorsky for its reasonable termination costs and expenses for labor and material and a reasonable allowance for profit. All sums paid to Sikorsky from whatever sources may be retained by Sikorsky and applied toward any amount owed to Sikorsky. In addition, Sikorsky shall have the right to reduce and set-off against any amounts payable by Sikorsky to Buyer or against Buyer's property in Sikorsky's possession any indebtedness or other claim which Sikorsky may have against Buyer. The excess, if any, of such sums over the total termination amount shall be returned to the Buyer by Sikorsky.

3. ***Taxes*** - In addition to the Total Contract Price, the Buyer shall be responsible for payment of any and all taxes, tariffs, customs or duties (including but not limited to any sales and use tax, gross receipts tax, license, or fee, but not including Sikorsky's income

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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taxes) ("Taxes"), which may be imposed by any taxing authority arising from this Agreement. If Sikorsky is held responsible by any taxing authority for collection or payment, either on its own behalf or that of the Buyer, Buyer shall pay all such Taxes to Sikorsky upon receipt by Buyer from Sikorsky of its bill therefor. If any of the items covered under this Agreement are exempt or excluded from taxation, Buyer shall provide pertinent exemption and related certificates to Sikorsky at least thirty (30) days prior to the Scheduled Presentation Date of the Helicopter and/or Completion Services. Buyer's obligations under this Paragraph 3 shall survive delivery hereunder.

4. ***Limitation Of Liability*** - With respect to any Helicopter/Deluxe Executive Helicopter, part or service purchased under this Agreement and alleged to be the direct or indirect cause of any loss or damage to the Buyer, the sum equal to the invoiced price of such Helicopter/Deluxe Executive Helicopter, part or service shall be the ceiling limit on Sikorsky's or any of its affiliate's liability whether founded in contract or tort (including negligence, strict tort liability or breach of warranty), arising out of or resulting from (i) this Agreement or the performance or breach thereof, or (ii) the design, manufacture, delivery, sale, repair, replacement, or any use of such Helicopter/Deluxe Executive Helicopter, or (iii) the furnishing of any such service. In no event shall Sikorsky or any of its affiliates have any liability for any incidental or consequential damages.

5. ***Assignment/Construction/Merger*** - This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto, but it may not be voluntarily assigned, wholly or in part, by either party hereto without the prior written consent of the other party; provided however that either party shall have the right to assign this Agreement to its controlled subsidiary or affiliate who shall remain primarily liable for the obligations of the assigning party. This Agreement shall be interpreted in accordance with the plain English meaning of its terms, and the construction thereof shall be governed by the laws of the State of New York, United States of America. The parties further agree to submit to the jurisdiction of both the state and federal courts of New York. The terms and conditions contained in this Agreement constitute the entire agreement between the parties hereto and shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, and no agreement or understanding varying or extending the same will be binding upon either party hereto unless in writing, signed by a duly authorized officer or representative thereof.

6. ***Notices*** - All notices or communications of any kind under and with respect to this Agreement shall be in the English language. All legal notices shall be given by hand delivery, registered mail or facsimile transmission and, if to the Buyer, shall be addressed as indicated in Article 1; and if to Sikorsky, shall be addressed to Sikorsky Aircraft Corporation, 6900 Main Street, P. O. Box 9729, Stratford, Connecticut 06615-9129, U.S.A., Attention: Vice President - General Counsel (203) 386-6646. The effective date of each such notice shall be the date it is received.

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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7. ***Non Disclosure***-With exception for the existence of this Agreement, the parties hereby agree that neither party shall disclose to any third party the contents of this Agreement without the prior written approval of the other party other than each party's officers, directors, employees, agents or professional advisors with a need to know the same, except as may be required in the performance of this Agreement.

VII. ***HELICOPTER RELATED PROVISIONS***

1. ***Type Design and Production Approval*** - The Federal Aviation Administration ("FAA") has granted Sikorsky Type Certificate H1NE for the S-76C++. The Helicopter is manufactured in accordance with the U. S. Department of Transportation, FAA Regulation Part 21.

2. ***Publications*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall furnish or offer to the Buyer certain publications under this paragraph for use by the Buyer and its contractors in operating and supporting the Deluxe Executive Helicopter. Sikorsky shall provide the Buyer with two paper copies of the Pilot's Flight Operating Manual and one copy each of the Sikorsky Maintenance Manual, Illustrated Parts Catalog, Wiring Manual, Engine Operating and Maintenance Manual and Engine Illustrated Parts Breakdown, and all revisions to each Sikorsky manual for three (3) years after delivery of each Deluxe Executive Helicopter at no additional cost to the Buyer. In addition, the Buyer may elect to receive S-76 Interactive Electronic Technical Manuals (IETMs) contained on one (1) CD-ROM computer disk and/or via Internet access from a Sikorsky-provided web site for accessing the information contained in the S-76 Maintenance Manual, Illustrated Parts Catalog and Airworthiness Limitations and Inspection Requirements Manuals (Chapters 4 and 5). The IETMs shall be subject to Sikorsky's standard IETM software license agreement terms. The Buyer also shall receive all revisions to the Sikorsky IETMs for three (3) years after delivery of the Deluxe Executive Helicopter at no additional cost to the Buyer. In addition, Sikorsky shall provide one copy of the operational and maintenance manuals of options, system schematics for the Deluxe Executive Helicopter normally available from Sikorsky and aviation subcontractors.

3. ***Special Flight Tests*** - Flight test work required for prototyping of any components or system detailed in Paragraph VII.5 below, functional checkout, or qualification of any additional equipment contracted may be performed by Sikorsky on the Helicopter and the Deluxe Executive Helicopter prior to title transfer thereto or final delivery thereof, respectively, to the Buyer. The delivery of the Helicopter or the Deluxe Executive Helicopter may be delayed to the extent necessary to accomplish the flight test work objectives without any liability on the part of Sikorsky for any such delay. In the event the Helicopter or Deluxe Executive Helicopter is destroyed during the period of such flight tests, such destruction arising from any cause whatsoever, Sikorsky shall be under no obligation to furnish a substitute Helicopter or Deluxe Executive Helicopter but shall rather be relieved of all obligations with respect to the delivery of such Helicopter or Deluxe Executive Helicopter so destroyed, except that Sikorsky or the insurance company

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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shall promptly refund to Buyer all amounts theretofore paid by Buyer with respect to the purchase price thereof.

4. ***Buyer's Changes to Configuration and Additional Equipment*** - In the event that Buyer desires to change the Helicopter/Deluxe Executive Helicopter configuration and/or obtain additional equipment for the Helicopter/Deluxe Executive Helicopter, the parties must agree to a mutually acceptable amendment to this Agreement reflecting such technical changes and setting forth any changes in the price and/or delivery schedule. For this purpose, the Buyer hereby appoints the Buyer's Contact for Technical Issues as set forth in Article I, which person has authority to negotiate any such changes with Sikorsky and execute a legally binding Amendment reflecting such technical, price and/or delivery changes.

5. ***Unqualified Equipment*** – [*If applicable*] The following Buyer-specific equipment has not yet been approved for installation on the Deluxe Executive Helicopter by the appropriate regulatory authority:

Nomenclature	System	Supplier
None		

In order to support the Scheduled Presentation Date Completion Services, the equipment supplier must provide substantiating data and/or analysis to Sikorsky in a timely manner to accomplish the qualification approval. If the supplier is not capable or willing to provide this substantiation in a timely manner to support delivery of the Deluxe Executive Helicopter, the Deluxe Executive Helicopter will be delivered with space and power provisions, as applicable, with the equipment furnished on delivery as loose equipment. The Buyer will be offered the alternative of having Sikorsky perform necessary tests, without guaranty of results, for an additional price.

6. ***Helotrac***™ - With each Helicopter sold and delivered hereunder, Sikorsky shall make available to Buyer a one year subscription to this service.

VIII. *TRAINING PROVISIONS*

1. ***Initial Pilot Training Services*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall make available to three (3) Buyer pilots an S-76 initial pilot training course approximately ten (10) days in duration, consisting of a Visual Flight Rules ("VFR") transition segment and, as required, an Instrument Flight Rules ("IFR") transition segment. Each of the segments is programmed to provide emphasis on helicopter familiarization, classroom instruction on systems operation and instruction in both the S-76 Simulator and the S-76 Cockpit Trainer. In addition, each Buyer pilot will receive two and one half (2.5) hours of flight with an instructor pilot. Each Buyer pilot must have a current U.S. commercial helicopter certificate or equivalent, and for the IFR segment, each Buyer pilot must have a current commercial certificate helicopter

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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instrument rating, or equivalent. All flight training shall be conducted on the Deluxe Executive Helicopter to be delivered hereunder, following acceptance by the Buyer and transfer of title to the Buyer.

2. ***Initial Maintenance or Electrical Training Services*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall make available to three (3) Buyer mechanics an initial S-76 maintenance training course approximately fifteen (15) days in duration or, at Buyer's option, an S-76 electrical training course approximately ten (10) days in duration. Either course includes inspection and maintenance troubleshooting and use of a maintenance trainer. Each mechanic must have background experience in one or more of the following categories: certified (by the FAA or by an equivalent airworthiness authority) airframe mechanic with one (1) year practical experience as a rated aircraft mechanic; one (1) year experience as an active mechanic on a commercial or military helicopter; or three (3) years general experience as a commercial or military aircraft mechanic.

3. ***Engine Training Services*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall make available to three (3)Buyer mechanics, an engine maintenance course at the engine manufacturer's facility. This course is approximately five (5) days in duration.

4. ***Scheduling*** - Within thirty days of Buyer's execution of the Agreement, the Buyer shall provide Sikorsky written notice as to whether the Buyer's personnel or designees are going to attend the S-76 pilot training and/or maintenance/electrical training courses. Sikorsky will, if practical, schedule the ground school portion of the pilot training course and the maintenance/electrical training course so that completion will be accomplished immediately prior to the delivery of the Deluxe Executive Helicopter to Buyer. If the Buyer elects to have three (3)pilots attend the S-76 pilot training course, both pilots must, unless Sikorsky agrees otherwise, attend the course concurrently. Sikorsky shall notify the Buyer as to the location of the training courses. In any event the training services in Paragraphs (1), (2) and (3) above must be scheduled and completed within twelve (12) months of the Helicopter delivery to which such services are allocable, in default of which Buyer shall no longer be entitled to such services. The training services provided in accordance with Paragraphs (1), (2) and (3) above will be conducted in the English language. The Buyer is responsible for all travel and expenses associated with their personnel attending such training sessions. The Buyer shall provide all documentation, and personal information on the pilots to be trained, and cooperation for pilot training as requested by Sikorsky to assure compliance with U. S. A. laws and applicable policies and regulations in force at the time of training.

5. ***Hold Harmless and Indemnification*** - In consideration of Sikorsky making training services available to the Buyer hereunder, the Buyer, as the Deluxe Executive Helicopter owner whose employees or designees will be the recipient of such training services, shall secure and protect itself and shall indemnify Sikorsky, FlightSafety International, Inc., their affiliates and their respective directors, officers, employees, service representatives,

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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and agents, from any liability, claim of liability, expense, cause of action, loss or damage whatsoever, whether arising in tort or otherwise, for any injury, including death, to any person or property whatsoever (including the Buyer's Deluxe Executive Helicopter(s)), arising out of or in conjunction with the performance of such training services.

6. ***Insurance Requirements*** - Toward effectuating the security, protection and indemnification of Paragraph 5 above, and in addition to Buyer's obligations under such Paragraph 5, Buyer agrees to carry as a minimum on each Deluxe Executive Helicopter purchased under this Agreement the following insurance prior to the commencement of the flight training services provided hereunder:

   a. Aircraft Public Liability, Bodily Injury and Property Damage and Passenger Legal Liability Insurance, including Contractual Liability Insurance to cover the liabilities herein assumed by Buyer, with a limit of not less than $50,000,000.00 for a single occurrence.

   b. Aircraft Hull All Risk Loss or Damage Insurance covering the Deluxe Executive Helicopter in the amount of the Deluxe Executive Helicopter Unit Price.

   All of the insurance policies shall be issued by companies satisfactory to Sikorsky, shall be in form and substance reasonably satisfactory to Sikorsky, shall name Sikorsky, FlightSafety International, Inc. and their respective affiliates as additional insureds, shall contain a provision prohibiting cancellation except upon at least ten (10) days prior written notice to Sikorsky and FlightSafety International, Inc., shall contain a complete waiver of subrogation by the insurer against Sikorsky, FlightSafety International, Inc., and their respective affiliates, and shall be primary and non-contributory with respect to any insurance carried by Sikorsky and/or FlightSafety International, Inc. Buyer shall furnish to Sikorsky either certified copies of such policies or certificates evidencing such insurance and waiver. Such copies or certificates shall be presented to Sikorsky thirty (30) days prior to the scheduled commencement of the flight training.

7. ***Further Understandings*** - Sikorsky assumes no liability for any expense of the Buyer, including those of Buyer's personnel, directly or indirectly connected with the furnishing of training services provided for herein or for any expenses for the operation or maintenance of the Buyer's Deluxe Executive Helicopter(s). The parties expressly understand and agree that the responsibility of Sikorsky in the furnishing of the training services described above is limited to the furnishing of such and shall not extend to the results thereof. The parties further understand and agree that, in the event Buyer elects not to take all or any portion of the training services provided for herein, no refund or other financial adjustment of the Total Contract Price will be made.

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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IN WITNESS WHEREOF, this Agreement has been executed by each party's authorized representative.

Air Ghislaine, Inc.:

By: Darren K. Indyke

Name: Darren K. Indyke

Title: Vice President

Date: March 31, 2006

Sikorsky Aircraft Corporation

By:

Name: MARC B. POLAND

Title: DIRECTOR - BUSINESS OPERATIONS

Acceptance Date: MARCH 31, 2006

Exhibit A	Helicopter Configuration
Exhibit B	Warranty
Exhibit C	Acceptance Documents

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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HELICOPTER CONFIGURATION

The following items of standard and optional equipment as described below, which have been selected by the Buyer, shall be installed on the Helicopter to be delivered under the Agreement.

Part 1:

BASELINE AIRCRAFT

Features of the S-76C++ Aircraft Code 0102:

Dynamic System - Two Turbomeca Arriel 2S2 engines, and a four blade articulated main rotor system with dual controls.
Cockpit – An Integrated Instrument Display System (IIDS), with an easy to upgrade avionics package. There is a Bleed Air Heating Defogging system and dual windshield wipers. The Pilot and Copilot seats come with a five point Restraint system.
Cabin – A large cabin that can be configured for four different missions and a 38 cubic foot baggage compartment
Other – Retractable landing gear, and 281 gallons of usable fuel

Baseline Avionics Package Includes:

Collins Proline II: Dual Collins VHF 22A Comms and VIR 32 Navs, single ADF 462 ADF, TDR 90 Transponder, DME 42 DME with IND 42A Indicator, ALT 55B Radio Altimeter with Expanded Scale ALI 55A Indicator.
Honeywell EFIS/DAFCS: 4-Tube Honeywell EDZ 756 EFIS with 5" x 6" Indicators Displaying Airspeed, Altitude and Vertical Speed, Dual Litef AHRS, Dual Penny and Giles Air Data Computers, Dual Honeywell Digital SPZ 7600 Automatic Flight Control System, Altitude Alert.
Electrical: 28 Volt Electrical System with two 200 Amp Starter/Generators, 10 KVA AC Generator, Dual Static Inverters, Avionics and EFIS Master Switches.
Audio: Dual dB Systems Audio control panels with ICS and VOX plus three maintenance jacks, one in the cabin and two in the baggage compartment. This also includes dual 45° pedestal mounted ICS foot switches, three David Clark Headsets, one six-foot walk-around cord and two 30-foot walk-around cords, Cabin PA/Chime System, and a Passenger Briefing System - PBS 250
Backup/Safety Systems: Enhanced Ground Proximity Warning System, Universal 120 CVR, 3" Backup Airspeed Indicator and Altimeter, ADI-335D Standby Attitude Indicator with Nav1/Nav2 Select, ELT 406-NHM w/ Satellite Frequency, Electric Door Locks – Cabin, Cabin/Cockpit and FD DCPL Chime/Annunciator
Weather Related Systems: Wx Avoidance Radar - Primus 440, Windshield Washer System, Heated Glass Windshields, and Engine Inlet Barrier Filter

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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PART 2
DELUXE EXECUTIVE COMPLETION SERVICES

ADDITIONAL AVIONICS ITEMS

07025 **Delete PBS 250 Passenger Briefing System**
11002 **Radio Tuning Units - RTU 4200**
11028 **Dual - Mode S Transponders w/Diversity TDR 94D**
11037 **DME, 2nd - DME 42**
30061 **Cabin ICS**
30012 **Audio Jacks - Emergency** *(Std/Bose)*
30020 **Audio Jacks, Cockpit - Bose**
30093 **Cabin Call System**
31021 **Speakers - Door, Two**
32001 **Cellular Phone Base and Charger**
32024 **Satellite Communications System, AirCell ST 3100**
34053 **Nav/LRN Switch for ADI 335D**
34081 **Vertical Card Standby Compass**
35053 **FMS - Universal UNS 1F w/Go Around Switch wired to the Collective**
36044 **Lightning Strike Sensor - LSZ 860 w/LU 860**
36065 **Wx Avoidance Radar - Primus 880,** *exchange for Primus 440*
36102 **Multi-Function/Moving Map Display, Garmin AT MX-20**
36103 **Chart View Option for the Garmin AT MX-20**
36120 **Honeywell Multi Function Radar Display (MFRD) displays Radar, Flight Plan, & Checklists**
37011 **TCAS I System - CAS 66A**
37017 **TCAS Control Panel - CP 66B**
37025 **TCAS I TA/VSI Display, Dual -IVA 81A**

PAINTS & FINISHES

50002 **VIP Interior Paint Prep & Finish**
50012 **VIP Exterior Paint Preparation & Finish**

INTERIORS

63000 **Deluxe VIP Interior Group,** featuring: Silencer airframe isolated interior wall panel system, high performance airframe mounted secondary acoustic package, Ultraleather or Ultrasuede interior panel upholstery, ECS ducting, cockpit/cabin divider bulkhead with left hand and right hand sliding windows, leather seat upholstery, general cabin lighting, emergency cabin lighting, reading lights (8) and air outlets (8), cabin door threshold lighting, membrane switch panels to control cabin systems, tinted interior cabin windows, decorative plating in cabin, illuminated ordinance signs, emergency/informational signage, emergency exit signs, cabin and cockpit carpet with spare, wood veneer/leather/decorative metal details, integral magazine racks on cabin doors, storage cabinet forward of raised fuel deck, seat maintenance covers, cabin floor runners, molded baggage compartment floor liner, Stain Guard Protection, Nut Plates fittings for all Opera Windows and Removal of unused tie down fittings.

63013 **Aft Facing Bench – ¾ Place**
63036 **Fwd Facing Divan – ¾ Place w/Fold Down Center Table and fold down Arm Rests**
63071 **Bulkhead Storage Compartment - Crew** *(Aft Facing Bench)*
63085 **Cabin Coat Hooks, Two**
63098 **Acoustic Noise Reduction - Bay Blanket Kit, Lightweight**

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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INTERIORS (Continued)

70016 Sheepskin Seating - Crew Seats
70052 Seat Belt Extension
72063 Flight Manual Storage, LH Controls Closet
76017 Cabin Door Vents, Remove
77034 Single Action Door Release

AIRCRAFT ITEMS

80001 Boarding Step, Retractable - LH
80002 Boarding Step, Retractable -RH
80082 Engine Inlet Covers Storage *(S-76C++)*
80086 Maintenance Covers - Exterior
80090 Vertical Pylon Access Panels, CSN 76-207
83001 Annunciator - "FUEL X-FEED" ON
83051 Hydraulic Quick Disconnect Relocation
83055 Remove LH Accessory Drive - CSN 76-205
83065 Pulsed Electric Engine Chip Detector System, Eaton 1K7707
84051 C^4 Environmental System
85001 Annunciator - "Land LT ON"
85002 Annunciator - "Search LT ON"
85012 Gooseneck Map Lights
85036 Anti-Collision Light, Red - Bottom
85051 Landing Light - LH Main Gear
85061 Recognition Lights - Forward Facing
85063 Logo Lights
85071 Pulselight System
85072 Pulse Landing Lights
85073 Pulse Recognition Lights
86001 Approach Plate Holder, Lighted - Pilot
86002 Approach Plate Holder, Lighted - Copilot
86016 Pencil Holder
86026 Sun Tint - Windshield
86050 Overhead Lateral Absorber
86052 Bifilar 5P
86054 Track and Balance Accelerometers Installed in Fuel Cell Extension
86060 Rotor Pedals Lube Kit
87001 Annunciator - "Pitot Heat" On
87002 Annunciator - "W/S Heat On"
88051 Floats Completion
88061 Single Pilot IFR
90001 Cabin reading light master ON/OFF switch in the cockpit
90002 Clear Coat Exterior Paint (over metallic)
90003 Replace exterior fairing/access panel hardware with stainless steel hardware
90004 Relocate reading lights from center cabin ceiling to above outboard passenger system
90005 Eight Bose headset jacks for use with the cabin ICS in the cabin (custom locations)
90006 Satcom System to be installed without the cockpit intercom capability (ref. code 32024)
90007 MX20 display to be installed on the right and the MFRD on the left
90008 Cell Phone interface in cabin to allow cell phone to be plugged in and communication enabled through cabin Bose headsets (ref. Headset Companion Audio Interface # 4149A, Sporty's Pilot Shop)

SDNY_GM_00006038

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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90009 **Audio input jack in cabin for ipod type device. Entertainment audio to be heard in all cabin Bose headsets. No other controls, volume controlled via iPod device**
90010 **Audio input jack in cockpit for ipod type device. Entertainment audio to be heard in both cockpit Bose headsets only. No other controls, volume controlled via ipod device.**

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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ANNEX 1

CODE	Option Name	P/N	NOMENCLATURE	QTY
0102	**Standard Aircraft**	250-2 AC/3A	Exit Sign	2
		33776-52598-041	Curtain Assy	1
		33776-57574-042	Duct Assy.	1
		33776-57574-045	Ceiling Panel Assy	1
		33776-64732-104	Ballast	18
		76500-00701-041	Plate Assy	1
		33776-64732-103	Retainer	3
		Door Seals		4
11002	**(RTU) Radio Tuning Units**	622-6521-015	NAV Control Head (CTL 32)	2
		622-6520-007	COMM Control Head (CTL 92)	2
		622-6523-203	Transponder Control Head (CTL 92)	1
		622-6522-007	ADF Control Head	1
		33776-44352-045	Mounting Plates	3
11028	**Dual Mode S XPNDR -TDR 94**	622-1270-001	TDR-90 Transponder RT	1
		622-5211-003	TDR-90 Tray	1
		622-6590-002	CAD 62 Adapter	1
		653-9015-001	CAD 62 Adapter Tray	1
		622-6523-203	Transponder Control Head	1
34081	**Vertical Card for Standby Compass**	MS17983-4	Standby Compass	1
36044	**Lighting Strike Sensor - LSZ 860 w/LU860**	7007700-104	Weather Radar Indicator	1
36120	**Honeywell Multi Function Radar Display (MFRD)**	7007700-104	Weather Radar Indicator	1
84051	**C4 Environmental System**	SS49TA824-4D16V	Restrictor	1
		129580-2	Duct Tee	1
		129632-1	Sensor	1
		3166037-1	Tee Assy	1
		3166037-4	Tee	1
		3214102-2	Pressure Transducer	1
		33776-54210-041	Suppressor	1

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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S-76 NEW HELICOPTER SALES AGREEMENT
EXHIBIT A

CODE	Option Name	P/N	NOMENCLATURE	QTY
		76306-07004-578	Tube Assy	1
		76306-07004-080	Tube	3
		76307-03006-047	Tube	1
		76307-03006-071	Tube	1
		76307-03006-072	Tube	1
		76450-01042-041	Panel Assy	1
		76500-07075-042	Adapter Assy	2
		76500-07901-103	Blower	1
		76500-07905-103	Suppressor	1
		76306-07004-057	Tube Assy	1
		76306-07004-068	Tube Assy	1
		76307-03006-049	Tube Assy	1
		76307-03006-082	Tube Assy	1
		76307-03006-083	Tube Assy	1
		76307-03006-084	Tube Assy	1
		76500-07054-043	Duct Assy	1
		76500-07068-042	Adapter Assy	1
		76500-07900-104	Valve	1
		76500-07068-102	Adapter	1
		76212-03004-044	Heat Duct Assy	1
		76212-03004-043	Heat Plenum	1
		76212-01016-101	Cockpit Defrost Duct	1
		76212-03005-101	Cockpit Defrost Duct	1
		76212-03004-051	Duct Assy. Upper L/H	1
		76212-03004-042	Duct Assy	1
		76212-03004-041	Duct Assy	1
		76500-07512-042	Assy	1
		33776-64058-041	Switch Box Assy, LH	1
		1482-03	LH NACA Duct Valve Assy	1
		1482-04	RH NACA Duct Valve Assy	1
		76207-01136-101	Panel	4
		1613-01	Vent Panel Assy	1
		1613-02	Vent Panel Assy	1
		82405	Diffuser	4
85012	**Gooseneck Map Lights (EX)**	15-0007-127	Grimes Utility Lights	2

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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S-76 NEW HELICOPTER SALES AGREEMENT
EXHIBIT B

1. WARRANTY

Sikorsky warrants to Buyer that each new helicopter sold by it, the parts and accessories installed thereon (except for the engines and engine accessories that are covered by the engine manufacturer's separate warranty, as well as Buyer supplied equipment), and new spare parts shall be free from defects in material and workmanship under normal use and service for the periods outlined below. Normal Use and Service shall mean the operation and maintenance of the Helicopter, sub-assemblies, and parts in accordance with Supplier's Flight, Maintenance, or Overhaul Manuals and Operating Instructions.

2. DURATION

CATEGORY	PERIOD OF COVERAGE
New Aircraft	3 years or 1000 hours of operation after delivery of the Deluxe Executive Helicopter to Buyer, whichever occurs first
New Spare Parts & GSE (if applicable)	1 year from date of shipment from Sikorsky

3. SIKORSKY OBLIGATIONS

A. REPAIR/REPLACEMENT

Sikorsky shall be obligated under this warranty to the repair or replacement of the defective item with a new, overhauled or serviceable replacement item during the applicable term of the warranty. The decision to repair or replace the defective item is solely at the discretion of Sikorsky exercised with reasonable care.

Replacement parts that are life limited shall have hourly, calendar or cycle lives remaining equal or greater than the hourly, calendar or cycle lives remaining of the parts being replaced (whichever is applicable, and if more than one is applicable, whichever is greater), unless otherwise agreed by the parties. If Helicopter Support, Inc (HSI) does not have a part whose life is equal to or less than the one removed, HSI shall contact Buyer and it would be the Buyer's option whether to accept an exchange or to arrange for a loaner while Buyer's is being repaired.

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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B. LABOR

Sikorsky will cover Labor associated with the direct repair of a warranted item. Labor associated with troubleshooting, gaining access to, the removing and reinstalling a warranted item, or testing of the repaired or replaced item is not covered under this warranty.

4. BUYER'S OBLIGATIONS

A. The Buyer must notify Sikorsky in writing of any defect occurring within the warranty period, within sixty (60) days after its discovery. Such notification will be accomplished by completing a Sikorsky RSA (Return to Sikorsky Aircraft, SA Form 7859 and submitting it either via telefax or email.

B. If Sikorsky elects to replace or exchange rather than repair and return the warranted item the Buyer must return the defective part reasonably requested to Sikorsky or its designated repair facility within 30 days (domestic) or 60 days (international) of receipt of a replacement/ exchange item, if so requested by Sikorsky. Any defective item that is replaced or exchanged by Sikorsky shall automatically become the property of Sikorsky.

C. If requested by Sikorsky, the Buyer must furnish Sikorsky with copies of pertinent Deluxe Executive Helicopter operational and maintenance records. Such records may include any and all those prepared during the entire warranty period immediately preceding the discovery as well as records of any incident, accident, or unusual event encountered by the Deluxe Executive Helicopter at any time prior to the discovery of the defect.

5. TRANSPORTATION

Transportation charges relating to approved warranty claims for the return of defective goods to Sikorsky, their reshipment to Buyer, and the risk of loss thereof, up to and including the average cost of Federal Express P1 or equivalent, will be borne by Sikorsky if returned in accordance with written shipping instructions from Sikorsky. Transportation charges do not include taxes, duties, loans, lease charges, exchange fees, warehousing charges, handling charges, or administrative charges when charged by a party other than Sikorsky or a Sikorsky subcontractor. Any premium transportation costs shall be borne by the Buyer.

6. WARRANTY ON REPLACEMENT PARTS

Parts repaired, replaced, or exchanged (newly manufactured, repaired or overhauled) on a valid warranty claim are warranted for the remainder of the original warranty

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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period associated with the discrepant part removed unless the warranted part is provided with less than thirty days of the expiration of the original warranty period, in that instance the parts repaired, replaced, or exchanged (newly manufactured, repaired or overhauled) shall have a warranty that extends for ninety days beyond the original warranty expiration date.

7. EXCLUSIONS

This warranty does not apply and Sikorsky shall be relieved of its obligations and liability with respect to any claim under the Warranty if such claim results from any of the following:

A. Deluxe Executive Helicopters which are not maintained, operated or repaired in accordance with the governing or applicable provisions of Sikorsky's, its subcontractors, the FAA or DOT, as applicable, Approved Flight Manual, Maintenance Manual and Service Bulletins, and as each thereof may be amended from time to time by Sikorsky, and/or

B. Deluxe Executive Helicopters which undergo structural modifications, repairs, and/or engine retrofits without the express written approval and technical guidance of Sikorsky, and which are determined to be the cause or a contributing cause of the defect, and/or

C. Deluxe Executive Helicopters or parts which have been subject to abuse, misuse, negligence, combat damage, incident or accident, and/or

D. Deluxe Executive Helicopters or parts which have been subject to direct foreign object damage, ingestion of foreign material, or any corrosive or erosive agent, and/or

E. Standard consumable and expendable items such as, but not limited to, seals, filters, gaskets, tires, hoses, bulbs, switches, batteries, bearings, brake pads and general hardware, and/or

F. Normal wear and tear, including normal wear and tear to exterior paint and interior items such as, but not limited to, seats, sidewall and headliner coverings, woodwork, plating and other soft trim appearance items, and/or

G. Parts and accessories whose manufacturer's identification tag has been removed or obliterated or cannot otherwise be identified as having been installed on the helicopter at delivery, and/or

H. Failures that result from external contamination such as contaminated fuel, oil, hydraulic fluids and the like, and/or

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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I. Costs identified as commercial losses, or profits due to loss of use of the aircraft, and/or

J. Damage to the Deluxe Executive Helicopter or other property without limitation, incidental, and consequential damages.

8. DISCLAIMER

A. TITLE

Sikorsky warrants to Buyer that it will convey good title to the Helicopter and parts sold hereunder. Sikorsky's liability and Buyer's remedy under this warranty are limited to the removal of any title defect or at the election of Sikorsky to the replacement of the Deluxe Executive Helicopter or parts thereof which are defective in title; provided, however, that the right and remedies of the parties with respect to patent infringement shall be limited to the provisions of Paragraph 8B below.

B. PATENT INFRINGEMENT

Sikorsky shall conduct, at its own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use or resale by Buyer or any subsequent purchaser or user of any Deluxe Executive Helicopter or part delivered hereunder directly infringes any United States patent, but only on the conditions that (A) Sikorsky receives prompt written notice of such suit, or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to Buyer and defendant for such defense; (B) said Deluxe Executive Helicopter or part is made according to a specification or design furnished by Sikorsky or, if a process patent is involved, the process performed by the Deluxe Executive Helicopter(s) is recommended in writing by Sikorsky; and (C) the suit, or action is brought against Buyer or one expressly indemnified by Buyer. Provided all of the foregoing conditions have been met, Sikorsky shall, at its own expense, either settle said suit, or action or shall pay all damages, and, if the use or resale of such Deluxe Executive Helicopter or part is finally enjoined, Sikorsky shall, at Sikorsky's option: (i) procure for defendant the right to use or resell the Deluxe Executive Helicopter or part, (ii) replace them with an equivalent non-infringing Helicopter or part, (iii) modify them so they become non-infringing but equivalent, or (iv) remove them and refund the purchase price (less a reasonable allowance for use, damage, and obsolescence).

If a suit, or action is based on a design or specification furnished by Buyer, or on the performance of a process not recommended in writing by Sikorsky, or on the

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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use or sale of the Deluxe Executive Helicopter or parts delivered hereunder in combination with other helicopter parts not delivered to Buyer by Sikorsky, Buyer

TER SALES AGREEMENT

S-76C++ NEW HELICOP

(40% of the Helicopter Completion Price)

arry Visoski
iation
Perimeter Rd.
Palm Beach, Fl. 33406

n K. Indyke
Villard House
Madison Avenue
York New York 10022
12 750-0381
one Helicopter Corporation

5. Completion Services Final Payment:	US$920.000 Services Unit
Buyer's Contact for Technical Issues:	Mr. La Jet Av 1514 I West I
Buyer's Address for Invoices and Legal Notices:	Darre The V 457 M New Fax:2
Designated Completion Center	Keyst

Buyer, and the Buyer shall purchase from y Model S-76C Helicopters with new 6C++) and equipped with the items of Part 1 (the "Helicopter"). In addition, ion Services for Buyer and Buyer shall copter, which will then be equipped with Exhibit A, Part 2, (the Deluxe Executive he contrary contained herein, during the onfiguration items specified in Annex 1 to ter and retained as property of Sikorsky, ed or replaced by the customized options the Completion Services.

- The Helicopter shall be presented for in Connecticut (the "Designated Facility") yer's request for a demonstration flight of nstration flight at the Designated Facility approximately one (1) hour in duration or 's obligation to purchase the Helicopter is atisfied that the Helicopter is in airworthy onal and in proper working order, and has cifications of this Agreement and that the efects

II. ***DESCRIPTION OF SALE***

1. ***Sale*** - Sikorsky shall sell and deliver to the E Sikorsky, the Quantity of one new Sikorsk Turbomeca 2S2 engines (known as the S-7 additional equipment specified in Exhibit A. Sikorsky shall sell and perform the Complet purchase the Completion Services on the Heli the items of additional equipment specified in Helicopter"). Notwithstanding anything to tl performance of the Completion Services, the c Exhibit A shall be removed from the Helicop These configuration items shall be either delet chosen by Buyer in Exhibit A, Part 2 as part of

2. ***Presentation of Helicopter for Acceptance*** acceptance at the Sikorsky designated facility i on the Scheduled Presentation Dates. Upon Bu the Helicopter, Sikorsky shall conduct a demc during such presentation, which flight shall be longer as may reasonably be necessary. Buyer conditioned upon and subject to Buyer being s condition with all flight critical systems functi been manufactured in accordance with the spe Helicopter has no damage, corrosion or other de

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

S-76 NEW HELICOPTER SALES AGREEMENT
EXHIBIT C

ACCEPTANCE DOCUMENTS

Helicopter
Inspection and Acceptance
Certificate

Pursuant to the S-76 New Helicopter Sales Agreement Number _____, dated _____, between Sikorsky Aircraft Corporation and _____,:

Inspection - _____ hereby acknowledges that he has thoroughly inspected the helicopter described below and has found it to be acceptable and in accordance with the requirements of the above referenced Agreement:

and

Acceptance – _____ hereby accepts delivery and title of the helicopter described below in on the ____ day of _____ at _____ __m. hours local time.

Aircraft Description –

Sikorsky S-76C with Turbomeca Arriel 2S2 Engines (commonly referred to as S-76C++
Serial Number
Registration Number
Engine Numbers

IN WITNESS WHEREOF, _____. has caused this Certificate to be executed

this ____ day of _____.

Customer Name

Signature: _____

Name: _____
Title: _____

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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S-76 NEW HELICOPTER SALES AGREEMENT
EXHIBIT C

Warranty Bill of Sale

KNOW ALL MEN BY THESE PRESENTS:

THAT SIKORSKY AIRCRAFT CORPORATION ("Sikorsky"). is the lawful owner of the full legal and beneficial title to the following tangible personal property:

that certain Sikorsky S-76C++ helicopter. manufacturer's serial number 760___ and United States registration number _____. together with two (2) two Turbomeca Arriel 2S2 engines bearing manufacturer's serial numbers _____ and _____. as more fully described in Exhibit A to that certain S76C++ New Helicopter Sales Agreement (number _____) by and between Buyer (as defined below) and Sikorsky dated as of the ____ day of _____. 200_ as amended and assigned to _____ (the **"Helicopter"**).; and

all documents and records relating or required to be maintained with respect to the Helicopter, including. without limitation. all flight manuals, maintenance manuals. engine log books, airframe log book. weight and balance data, flight records, maintenance records, . airframe and aircraft component warranties. engines warranties. avionics warranties. and any and all other records related to the Helicopter (the **"Helicopter Documents"**).

THAT. for good and valuable consideration of the sum of One and 00/100 dollars ($1.00). receipt and adequacy of which is hereby acknowledged. Sikorsky does as of the date provided below, grant. convey. transfer. deliver and set over all right. title and interest in and to the Helicopter and the Helicopter Documents unto _____ ("Buyer"). and unto Buyer's successors and assigns forever.

THAT. Sikorsky hereby represents that there is hereby conveyed to Buyer on the date hereof. all legal. beneficial. record. good. equitable. exclusive. and marketable title to the Helicopter and the Helicopter Documents free and clear of any and all mortgages, liens. claims. encumbrances and rights of others. and Sikorsky will warrant and defend such title forever against all claims and demands whatsoever.

IN WITNESS WHEREOF, Sikorsky has caused this instrument to be executed and delivered by its duly authorized signatory as of this ____ day of _____ 200_.

SIKORSKY AIRCRAFT CORPORATION

Signature: _____

Print: _____

Title: _____

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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Certificate of Acceptance of the Completion Services

Pursuant to the S-76 New Helicopter Sales Agreement Number _____, dated _____,

between Sikorsky Aircraft Corporation and _____,:

Inspection - _____ hereby acknowledges that he has thoroughly inspected the helicopter described below and has found it to be acceptable and in accordance with the requirements of the above referenced Agreement:

and

Acceptance –_____ hereby accepts delivery of the helicopter described below on the ____ day of _____ 2007 at _____ __m. hours local time.

Aircraft Description –
Sikorsky S-76C with Turbomeca Arriel 2S2 Engines (Commonly known as S-76 C++)
Serial Number
Registration Number
Engine Numbers

IN WITNESS WHEREOF, _____, has caused this Certificate to be executed

this ____ day of _____ 2007.

Customer Name_____

Signature:

_____

Name: _____

Title: _____

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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Assignment of Warranties and Training and Manufacturer's Consent

This Assignment of Warranties and Training and Manufacturer's Consent (this "Assignment") is made and entered into as of the date last executed, by and between Air Ghislane, Inc. (the "Assignor"), and Five Star Holding Company LLC (the "Assignee"), and Sikorsky Aircraft Corporation (the "Manufacturer" or "Sikorsky").

WHEREAS, pursuant to the Sales Agreement No. S76TD6167 dated March 31, 2006, between Sikorsky and the Assignor (as amended, modified and supplemented from time to time) (the "Agreement"), the Assignor purchased a certain Sikorsky S76C++ helicopter bearing Manufacturer's Serial No. 760667 (the "Aircraft"). A copy of the Agreement and all amendments exercised to date are attached hereto as Exhibit A. Under the Agreement, Assignor has, among others, certain rights with respect to remainder of training and warranty related to the Aircraft. Assignor now wishes to assign to Assignee, and Assignee wishes to accept the assignment of the remainder of the Assignor's interest in the warranties and training under the Agreement (the "Warranties and Training").

WHEREAS, Sikorsky agrees to consent to the Assignment (as defined herein).

NOW THEREFORE, in consideration for the mutual covenants and agreements herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Assignor hereby assigns to the Assignee all of Assignor's remaining rights and interest in the Warranties and Training. The Assignee hereby accepts such assignment, assumes all of the duties and obligations of the Assignor in respect of the Warranties and Training, and agrees to be bound by the terms of the Agreement in respect of the Warranties and Training in every way as if Assignee had been party to the Agreement as the "Customer" or the "Buyer" as at the date it was executed.

2. For the avoidance of doubt, the Assignee agrees in exercising its rights under the Warranties and Training or in making any claim with respect to the Aircraft or other things delivered or to be delivered in connection therewith, it is bound by and will comply with all applicable terms, conditions, and limitations of the Agreement.

3. The Assignor authorizes the Assignee to exercise, to the exclusion of the Assignor, all rights and powers of the Assignor with respect to the Warranties and Training under the Agreement. With respect to the rights, powers, duties and obligations of the Assignor in respect of the Warranties and Training, all actions taken by the Assignee are final and binding on the Assignor.

4. The Assignor confirms for the benefit of Sikorsky and the Assignee that it owns and controls the rights it purports to assign herein.

5. The Assignor and the Assignee acknowledge and agree that Sikorsky's consent to the Assignment is only for the purpose of accommodating their separate business arrangement and that the parties do not intend to expand Sikorsky's risk or liability obligations further than already present under the terms of the Agreement. Nothing contained herein shall subject Sikorsky to any liability to which it would not otherwise be subject under the Agreement or modify or waive in any respect the contract rights of Sikorsky thereunder, or constitute Sikorsky's consent to any further assignment or any obligations or rights therein by the parties hereto.

6. The Assignee confirms for the benefit of Sikorsky that in exercising any rights of making any claims, including but not limited to those identified in this Assignment, the terms and conditions of the Agreement will apply and be binding on the Assignee, and Sikorsky shall have all the rights and defenses available to it in response to Assignee's exercise of such rights or making of such claims, to the same extent as if Assignee had been an original party thereto.

CWA			
DATE	11/14/08	PROGRAM	S76
PROPOSAL NO.	S76TD6167		
AUTHENTICATOR	E. Stc		

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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7. Notwithstanding anything to the contrary in this Assignment, the Assignee expressly agrees and acknowledges that save only as provided in the Agreement, no condition, warranty or representation is given by or on behalf of Sikorsky in respect of the Aircraft.

8. Without prejudice to any other method of service of notices and communications provided by law, every notice, request or demand or other communication under this Assignment shall:

(a) be in writing delivered personally or by first-class prepaid letter (airmail if available), facsimile transmission or email;

(b) be deemed to have been received, subject as otherwise provided in this Assignment, in the case of a facsimile, upon confirmation of safe receipt thereof, and in the case of a letter when delivered personally or five (5) days after it has been put in the post and in the case of an e-mail, when the sender receives a read receipt from the addressee: and

be sent:

to Assignor: Air Ghislaine, Inc.
c/o Darren K. Indyke, V.P.
457 Madison Avenue, 9th. Floor
New York, New York
Fax:
Attention [redacted]

to Assignee :Five Star Holding Company LLC
26500 Curtiss Wright Parkway
Highland Heights, Ohio 44143

Fax: 216-928-7340
Attention: Douglas Jacobs, Treasurer

to Sikorsky:

Sikorsky Aircraft Corporation
6900 Main Street
Stratford
Connecticut
06497-9129, USA

Attention: Vice President – Contracts and General Counsel
Fax: +1 (203) 386 6646.

8. This Assignment may be executed in any number of counterparts, and by each of the parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all of which shall constitute but one and the same instrument. Delivery of an executed counterpart of this Assignment by facsimile shall be equally as effective as delivery of a manually executed counterpart of this Assignment. Any party delivering an executed counterpart of this Assignment by facsimile also shall deliver a manually executed counterpart of this Assignment, but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability or binding effect of this Assignment.

9. THIS ASSIGNMENT AND THE LEGAL RELATIONS OF THE PARTIES HERETO SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CONNECTICUT. THE PARTIES HERETO HEREBY CONSENT AND SUBMIT TO THE JURISDICTION OF THE COURTS OF THE STATE OF CONNECTICUT AND THE FEDERAL DISTRICT COURT FOR THE STATE OF CONNECTICUT FOR THE PURPOSES OF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF THEIR RESPECTIVE OBLIGATIONS HEREUNDER, AND EXPRESSLY WAIVE ANY OBJECTIONS THAT THEY MAY HAVE TO THE

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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VENUE OF SUCH COURTS. THE PARTIES HERETO HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION BROUGHT ON OR WITH RESPECT TO THIS ASSIGNMENT.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered as of the date first written above.

Air Ghislane, Inc.
By
Its Vice President
Dated 10/31/08

Five Star Holding Company LLC
By
Its Treasurer / CFO
Dated 10/30/08

Approved by:

Sikorsky Aircraft Corporation

By
Its PROGRAM MANAGER
Dated 10/31/08

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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CROWE&DUNLEVY
A PROFESSIONAL CORPORATION
Attorneys and Counselors at Law
Founded 1902

J. Robert Kalsu
Direct Tel: (405) 239-6622
Direct Fax: (405) 272-5243

bob.kalsu@crowedunlevy.com

August 9, 2007

Michael Loschiavo
S-76 Program Manager
Sikorsky Aircraft Corporation
6900 Main Street
P.O. Box 9729
Stratford, Connecticut 06615-9129

RE: Sikorsky model S-76C aircraft with manufacturer's serial number 760667 and United States nationality and registration marks N908GM (the "Aircraft")

Dear Mike:

This letter confirms that we filed with the Federal Aviation Administration (the "FAA") on June 18, 2007, at 1:31 P.M., C.D.T., the AC Form 8050-2 Aircraft Bill of Sale dated June 18, 2007 (the "FAA Bill of Sale") by Sikorsky Aircraft Corporation to Air Ghislaine, Inc. (the "Company") and the AC Form 8050-1 Aircraft Registration Application dated June 18, 2007, by the Company, both covering the Aircraft. This letter also confirms that the FAA Bill of Sale was recorded by the FAA on June 27, 2007, as Conveyance No. K043163. Enclosed herewith is the original of the FAA Bill of Sale bearing the FAA's stamp showing the recording data. Please note that a registration on the International Registry was not made as previously discussed. If you now desire that an international interest registration be made, please advise and we will be happy to assist with same.

Very truly yours,

J. ROBERT KALSU
For the Firm

JRK:sdh
Enclosure

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

FORM APPROVED
OMB NO. 2120-0042

AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF $ 1&OVC THE UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:

RECORDED
Federal Aviation Administration
Date 6-27-07 Time 11:03
Conveyance Number K043163
By Crystal Kelley

UNITED STATES REGISTRATION NUMBER N908GM

AIRCRAFT MANUFACTURER & MODEL Sikorsky Aircraft S-76C-2

AIRCRAFT SERIAL No. 760667

DOES THIS 18th DAY OF June, 2007, HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:

Do Not Write In This Block
FOR FAA USE ONLY

PURCHASER

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

Air Ghislaine, Inc.
103 Foulk Road, #202
Wilmington, DE 19803

DEALER CERTIFICATE NUMBER

AND TO its successors ~~XXXXXXXXXXXXXXXXXX~~ AND ASSIGNS TO HAVE AND TO HOLD SINGULARLY THE SAID AIRCRAFT FOREVER, AND WARRANTS THE TITLE THEREOF.

IN TESTIMONY WHEREOF I HAVE SET MY HAND AND SEAL THIS 18th DAY OF June, 2007.

SELLER

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN)	TITLE (TYPED OR PRINTED)
Sikorsky Aircraft Corporation	Michael Loschiavo	S-76 Program Manager

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

ORIGINAL: TO FAA

AC Form 8050-2 (9/92) (NSN 0052-00-629-0003) Supersedes Previous Edition

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

PROGRAM WORK AUTHORIZATION	RELEASE	REV NO	REV DATE	PWA NUMBER
	10/22/07	4	10/15/07	F006-S76-004
			PAGE	1 of 11

STANDARD DISTRIBUTION	PROGRAM NAME		B.D.M. NO.
	S76		
	CONTRACT NUMBER		C.W.A. NO.
	S76TD6167		
	CONTRACT DATE	THROUGH CONTRACT AMENDMENT	
THIS INFORMATION IS COMPANY PRIVATE.	4/13/06	2 Dated 10/10/07	

SUBJECT Completion of S-76C++ Aircraft 760~~655~~ ~~658~~ 667 Air Ghislaine, Inc.

STATEMENT OF WORK (SCOPE & SCHEDULE)					
MODEL:	S76C++				
SPEC / REV:					
SERIAL NUMBER:	~~655~~ ~~658~~ 667				
SIKORSKY ACCEPTANCE:					
SCHEDULED PRESENTATION DATE:	Apr 2007				
SCHEDULED PRESENTATION DATE COMPLETION SERVICES:	Sep 2007				

DETAIL WORK DESCRIPTION ATTACHED: Release aircraft 760~~655~~ ~~658~~ 667 the Keystone Completion Center.

Revision		Change Explanation			
Number	Notes	Schedule	Budget	Configuration	Other
0	Release. Contract Details	X	X	X	X
1	Swapping of aircraft from 760655 to 760658 per Program Manager's direction.				X
~~1~~ 2	Configuration changes per amend 1 and revise FSI value to reflect 2007 price.		X	X	
3	Swapping of aircraft from 760658 to 760667 per Program Manager's direction and revise KHC value to include NRE for silencer.		X		X
4	Helicopter configuration changes per amend 2		X	X	X
Period of Performance:	April, 2006 thru October, 2007				

APPROVALS & ENDORSEMENTS					
	Name	Date		Name	Date
Program Manager	Chris Sharkas	10/22/07	Finance	L. Zhog on behalf of L. Misiewez	10/22/07

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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PROGRAM WORK AUTHORIZATION	RELEASE	REV NO	REV DATE	PWA NUMBER
	10/22/07	4	10/15/07	F006-S76-004
			PAGE	2 of 11

Statement of Work:

This PWA authorizes the design, planning, procurement, and construction of Executive Trop configuration at the Keystone S-76 Completion Center. This PWA authorizes Purchasing to direct Keystone to complete the aircraft under Purchase Order from Sikorsky. The following are the specific actions authorized under this PWA:

Purchase Order Instructions:

Purchasing is to issue Purchase Order authorization to Keystone to commence design, planning, and completion for the aircraft listed in the cover page and the configuration shown here in, with additional responsibilities as defined in the Sikorsky-Keystone Completion Center agreement.

Total Budget:

WBS (S/N: 655, 658)	Description (S/N: 667)	Hrs	Total
AC-S04.1.01.0A	~~Pre-Ticket Flight Test and Support~~ Post Ticket Ferry/Accept Flts	140	$ 30,470
AC-S04.1.01.1B	ACB	40	$ 4,066
AC-S04.1.01.1C	Engineering- Avionics	313	$ 33,029
AC-S04.1.01.1D	Engineering-Interiors	315	$ 34,397
AC-S04.1.01.1E	Engineering-Flight Sciences	100	$ 10,164
AC-S04.1.01.2A	Keystone Completion		$ 1,838,801
AC-S04.1.01.2B	SAS Materials-Completion		$ 95,119
AC-S04.1.01.3A	Technical Publications		$ 15,758
AC-S04.1.01.4A	FSI Standard Training		$ 66,460
AC-S04.1.01.4C	Additional Training-1 pilot 1 mechanic		$ 36,855
AC-S04.1.01.6A	Customer Gift Certificate		$ 2,000
AC-S04.1.01.6D	AAG SUPPORT (20 HRS)		$ 100,980
AC-S04.1.01.6E	Management Reserve		$ 50,000
AC-S04.1.01.6H	Helotrac		$ 10,455
AC-S04.1.01.8A	Extended Warranty		$ 49,928
AC-S04.1.01.9A	Strip List		$ (126,058)
	Total		$ 2,252,422

SAS Material per completed aircraft:

OH Lateral Absorber	P/N 76080-20501-043
Bifilar 5P	P/N 76107-08100-042
Float Kit	P/N 76016-02002-018

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

- ***AAG - Charter Time*** – ***Charter Time*** –Sikorsky shall provide to Buyer twenty (20) hours of S-76 charter time in the metropolitan New York area through Sikorsky's subsidiary, Associated Aircraft Group ("AAG"). The benefit of these services may be used by Buyer upon reasonable request, subject to AAG's standard terms and conditions of service, and will remain on account with AAG for two years after execution of this Agreement.

Action – Purchasing (R. Dunlap/G. Kalfayan)

Please inform Turbomeca that the following S76C++ aircraft s/n 760655 ~~658~~ 667 with following Turbomeca Engines was sold to the following customer:

Air Ghislaine, Inc. *(Jet Aviation)*
1514 Perimeter Rd.
West Palm Beach, Fl. 33406
Mr. Larry Visoski

Aircraft S/N 760655 ~~658~~ 667 with Turbomeca Engines **S/N TBD (LH)** and **S/N TBD (RH)**

The following commitments are specified in the S76C++ New Helicopter Sales Agreement (S76TD6167). The information specified in this PWA is only a highlight of the requirements. Please see the released Sales Agreement for more details regarding these commitments.

Action – Information Technologies (D. Blackmore)

- Create a MyCompletion Website, username and password for the customer listed on this PWA.
- Point of Contact (POC):
  - Mike Loschiavo – S76 Program Manager (203) 386-4536
  - Dan Dennis – Customer Service Manager (203) 416-4241
  - Howard Germon– Regional Sales (203) 267-7208

Action – M. Mariotti (should be charge to an expense P.O.)

- Place purchase order for (Six) 6 display models with Microwest, 1312 West Collins Ave Orange, CA 92867, (714) 771-2521. These models are to be painted in the customer unique paint scheme including customer registration number. Have the completed models shipped to SAC, attention Mike Loschiavo.
- Order customer gift certificate from GBG, The Corp Gift Source, 204 Spring Hill Road, Trumbull, CT 06611, (203) 459-4424 in the amount of $2,000.00, made out to **Attn: Mr. Larry Visoski**
- Order metal plaque from GBG, The Corp Gift Source, 204 Spring Hill Road, Trumbull, CT 06611, (203) 459-4424 -customer gift box. This plaque should state the following

  To commemorate the delivery of Aircraft S/N 760655 ~~658~~ 667 Air Ghislaine, Inc on the specified delivery date.

Action – Engineering (T. McTaggart , Charlie Hayden)

IV - CONFIGURATION FINALIZATION

- ***Finalization Dates*** – The parties acknowledge that the Helicopter/Deluxe Executive Helicopter configuration set forth in Exhibit A is not yet finalized and therefore agree to finalize

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

the following portions of the configuration by not later than one hundred fifty (150) days from the Acceptance Date of this Agreement:

Aircraft System Specification
Interior General Arrangement
Audio Proposal
Interior Rendering Board
Aircraft Registration Number
Exterior Paint Rendering
Paint Scheme
Other

Action – G. Wall, D. Carew, T. Sandberg, P. Perschbacher

VII - HELICOPTER RELATED PROVISIONS

- ***Type Design and Production Approval*** –The Federal Aviation Administration ("FAA") has granted Sikorsky Type Certificate H1NE for the S-76C++. The Helicopter is manufactured in accordance with the U. S. Department of Transportation, FAA Regulation Part 21.

Action – Customer Service (K. Perry, C. Baker, T. Shield, D. McCory, M. Pavia):

V. *WARRANTIES*

- ***Warranties*** - Sikorsky's warranties and Buyer's remedies are set forth in Exhibit B Executive Helicopter Warranty (3 years or 1000 hours of operation after delivery of the Deluxe Executive Helicopter to Buyer, whichever occurs first).

VII - HELICOPTER RELATED PROVISIONS

- ***Publications*** – With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall furnish or offer to the Buyer certain publications under this paragraph for use by the Buyer and its contractors in operating and supporting the Deluxe Executive Helicopter. Sikorsky shall provide the Buyer with two paper copies of the Pilot's Flight Operating Manual and one copy each of the Sikorsky Maintenance Manual, Illustrated Parts Catalog, Wiring Manual, Engine Operating and Maintenance Manual and Engine Illustrated Parts Breakdown, and all revisions to each Sikorsky manual for three (3) years after delivery of each Deluxe Executive Helicopter at no additional cost to the Buyer. In addition, the Buyer may elect to receive S-76 Interactive Electronic Technical Manuals (IETMs) contained on one (1) CD-ROM computer disk and/or via Internet access from a Sikorsky-provided web site for accessing the information contained in the S-76 Maintenance Manual, Illustrated Parts Catalog and Airworthiness Limitations and Inspection Requirements Manuals (Chapters 4 and 5). The IETMs shall be subject to Sikorsky's standard IETM software license agreement terms. The Buyer also shall receive all revisions to the Sikorsky IETMs for three (3) years after delivery of

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

the Deluxe Executive Helicopter at no additional cost to the Buyer. In addition, Sikorsky shall provide one copy of the operational and maintenance manuals of options, system schematics for the Deluxe Executive Helicopter normally available from Sikorsky and aviation subcontractors.

- **Helotrac™** - With each Helicopter sold and delivered hereunder, Sikorsky shall make available to Buyer a one year subscription to this service.

VIII - TRAINING PROVISIONS

1. ***Training*** – With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall make available to three (3) Buyer pilots an S-76 initial pilot training course approximately ten (10) days in duration, consisting of a Visual Flight Rules ("VFR") transition segment and, as required, an Instrument Flight Rules ("IFR") transition segment. Each of the segments is programmed to provide emphasis on helicopter familiarization, classroom instruction on systems operation and instruction in both the S-76 Simulator and the S-76 Cockpit Trainer. In addition, each Buyer pilot will receive two and one half (2.5) hours of flight with an instructor pilot. Each Buyer pilot must have a current U.S. commercial helicopter certificate or equivalent, and for the IFR segment, each Buyer pilot must have a current commercial certificate helicopter instrument rating, or equivalent. All flight training shall be conducted on the Deluxe Executive Helicopter to be delivered hereunder, following acceptance by the Buyer and transfer of title to the Buyer.

2. ***Initial Maintenance or Electrical Training Services*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall make available to three (3) Buyer mechanics an initial S-76 maintenance training course approximately fifteen (15) days in duration or, at Buyer's option, an S-76 electrical training course approximately ten (10) days in duration. Either course includes inspection and maintenance troubleshooting and use of a maintenance trainer. Each mechanic must have background experience in one or more of the following categories: certified (by the FAA or by an equivalent airworthiness authority) airframe mechanic with one (1) year practical experience as a rated aircraft mechanic; one (1) year experience as an active mechanic on a commercial or military helicopter; or three (3) years general experience as a commercial or military aircraft mechanic.

3. ***Engine Training Services*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall make available to three (3)Buyer mechanics, an engine maintenance course at the engine manufacturer's facility. This course is approximately five (5) days in duration.

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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HELICOPTER CONFIGURATION

The following items of standard and optional equipment as described below, which have been selected by the Buyer, shall be installed on the Helicopter to be delivered under the Agreement.

Part 1:
BASELINE AIRCRAFT

Features of the S-76C++ Aircraft:

Dynamic System - Two Turbomeca Arriel 2S2 engines, and a four blade articulated main rotor system with dual controls.
Cockpit – An Integrated Instrument Display System (IIDS), with an easy to upgrade avionics package. There is a Bleed Air Heating Defogging system and dual windshield wipers. The Pilot and Copilot seats come with a five point Restraint system.
Cabin – A large cabin that can be configured for four different missions and a 38 cubic foot baggage compartment
Other – Retractable landing gear, and 281 gallons of usable fuel

Baseline Avionics Package Includes:

Collins Proline II: Dual Collins VHF 22A Comms and VIR 32 Navs, single ADF 462 ADF, TDR 90 Transponder, DME 42 DME with IND 42A Indicator, ALT 55B Radio Altimeter with Expanded Scale ALI 55A Indicator.
Honeywell EFIS/DAFCS: 4-Tube Honeywell EDZ 756 EFIS with 5" x 6" Indicators Displaying Airspeed, Altitude and Vertical Speed, Dual Litef AHRS, Dual Penny and Giles Air Data Computers, Dual Honeywell Digital SPZ 7600 Automatic Flight Control System, Altitude Alert.
Electrical: 28 Volt Electrical System with two 200 Amp Starter/Generators, 10 KVA AC Generator, Dual 375 VA Static Inverters, Avionics and EFIS Master Switches.
Audio: Dual dB Systems Audio control panels with ICS and VOX plus three maintenance jacks, one in the cabin and two in the baggage compartment. This also includes dual 45° pedestal mounted ICS foot switches, three David Clark Headsets, one six-foot walk-around cord and two 30-foot walk-around cords, Cabin PA/Chime System, and a Passenger Briefing System - PBS 250
Backup/Safety Systems: Enhanced Ground Proximity Warning System, Universal 120 CVR, 3" Backup Airspeed Indicator and Altimeter, ADI-335D Standby Attitude Indicator with Nav1/Nav2 Select, ELT 406-NHM w/ Satellite Frequency, Electric Door Locks – Cabin, Single Action Door Release, Cabin/Cockpit and FD DCPL Chime/Annunciator
Weather Related Systems: Wx Avoidance Radar - Primus 440, Windshield Washer System, Heated Glass Windshields, and Engine Inlet Barrier Filter

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

PART 2
DELUXE EXECUTIVE COMPLETION SERVICES

ADDITIONAL AVIONICS ITEMS

07025 **Delete PBS 250 Passenger Briefing System**
11002 **Radio Tuning Units - RTU 4200**
11028 **Dual - Mode S Transponders w/Diversity TDR 94D**
11037 **DME, 2nd - DME 42**
30061 **Cabin ICS**
30012 **Audio Jacks - Emergency** *(Std/Bose)*
30020 **Audio Jacks, Cockpit - Bose**
30093 **Cabin Call System**
31021 **Speakers - Door, Two**
32001 **Cellular Phone Base and Charger**
32024 **Satellite Communications System, AirCell ST 3100**
34053 **Nav/LRN Switch for ADI 335D**
34081 **Vertical Card Standby Compass**
35053 **FMS - Universal UNS 1F w/Go Around Switch wired to the Collective**
36044 **Lightning Strike Sensor - LSZ 860 w/LU 860**
36065 **Wx Avoidance Radar - Primus 880,** *exchange for Primus 440*
~~36102 Multi-Function/Moving Map Display, Garmin AT MX-20~~ *(Delete per amend 1)*
~~36103 Chart View Option for the Garmin AT MX-20~~*(Delete per amend 1)*
36104 **GMX-200 Multi Function Display, Garmin** *(Added per amend 1)*
36105 **Charterview for GMX-200 MFD** *(Added per amend 1)*
36120 **Honeywell Multi Function Radar Display (MFRD) displays Radar, Flight Plan, & Checklists**
37011 **TCAS I System - CAS 66A**
37017 **TCAS Control Panel - CP 66B**
37025 **TCAS I TA/VSI Display, Dual -IVA 81A**

PAINTS & FINISHES

50002 **VIP Interior Paint Prep & Finish**
50012 **VIP Exterior Paint Preparation & Finish**

INTERIORS

63000 **Deluxe VIP Interior Group,** featuring: Silencer airframe isolated interior wall panel system, high performance airframe mounted secondary acoustic package, Ultraleather or Ultrasuede interior panel upholstery, ECS ducting, cockpit/cabin divider bulkhead with left hand and right hand sliding windows, leather seat upholstery, general cabin lighting, emergency cabin lighting, reading lights (8) and air outlets (8), cabin door threshold lighting, membrane switch

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

panels to control cabin systems, tinted interior cabin windows, decorative plating in cabin, illuminated ordinance signs, emergency/informational signage, emergency exit signs, cabin and cockpit carpet with spare, wood veneer/leather/decorative metal details, integral magazine racks on cabin doors, storage cabinet forward of raised fuel deck, seat maintenance covers, cabin floor runners, molded baggage compartment floor liner, Stain Guard Protection, Nut Plates fittings for all Opera Windows and Removal of unused tie down fittings.

63013 **Aft Facing Bench – ¾ Place**
~~63036 **Fwd Facing Divan – ¾ Place w/Fold Down Center Table and fold down Arm Rests**~~
(Delete per amend 1)
63071 **Bulkhead Storage Compartment - Crew** *(Aft Facing Bench)*
63085 **Cabin Coat Hooks, Two**
63098 **Acoustic Noise Reduction - Bay Blanket Kit, Lightweight**

INTERIORS (Continued)

70016 **Sheepskin Seating - Crew Seats**
70052 **Seat Belt Extension**
72063 **Flight Manual Storage, LH Controls Closet**
76017 **Cabin Door Vents, Remove**
77034 **Single Action Door Release**

AIRCRAFT ITEMS

80001 **Boarding Step, Retractable - LH**
80002 **Boarding Step, Retractable -RH**
80082 **Engine Inlet Covers Storage** *(S-76C++)*
80086 **Maintenance Covers - Exterior**
80090 **Vertical Pylon Access Panels, CSN 76-207**
83001 **Annunciator - "FUEL X-FEED" ON**
83051 **Hydraulic Quick Disconnect Relocation**
83055 **Remove LH Accessory Drive - CSN 76-205**
83065 **Pulsed Electric Engine Chip Detector System, Eaton 1K7707**
84051 **C^4 Environmental System**
85001 **Annunciator - "Land LT ON"**
85002 **Annunciator - "Search LT ON"**
85012 **Gooseneck Map Lights**
85036 **Anti-Collision Light, Red - Bottom**
85051 **Landing Light - LH Main Gear**
85061 **Recognition Lights - Forward Facing**
85063 **Logo Lights**
85071 **Pulselight System**
85072 **Pulse Landing Lights**
85073 **Pulse Recognition Lights**

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

86001 Approach Plate Holder, Lighted - Pilot
86002 Approach Plate Holder, Lighted - Copilot
86016 Pencil Holder
86017 Console Storage Bin-Small *(Added per amend 1)*
86026 Sun Tint - Windshield
86050 Overhead Lateral Absorber
86052 Bifilar 5P
86054 Track and Balance Accelerometers Installed in Fuel Cell Extension
86060 Rotor Pedals Lube Kit
87001 Annunciator - "Pitot Heat" On
87002 Annunciator - "W/S Heat On"
88051 Floats Completion
88061 Single Pilot IFR
90001 Cabin reading light master ON/OFF switch in the cockpit
90002 Clear Coat Exterior Paint (over metallic)
90003 Replace exterior fairing/access panel hardware with stainless steel hardware
90004 Relocate reading lights from center cabin ceiling to above outboard passenger system
90005 Eight Bose headset jacks for use with the cabin ICS in the cabin (custom locations)
90006 Satcom System to be installed without the cockpit intercom capability (ref. code 32024)
90007 MX20 display to be installed on the right and the MFRD on the left
~~90008 Cell Phone interface in cabin to allow cell phone to be plugged in and communication enabled through cabin Bose headsets (ref. Headset Companion Audio Interface # 4149A, Sporty's Pilot Shop)~~ *(Delete per amend 1)*
90009 Audio input jack in cabin for Ipod type device. Entertainment audio to be heard in all cabin Bose headsets. No other controls, volume controlled via iPod device
90010 Audio input jack in cockpit for Ipod type device. Entertainment audio to be heard in both cockpit Bose headsets only. No other controls, volume controlled via Ipod devise
90012 Boarding steps to be surfaced with coarse non-skid *(Added per amend 1)*
90013 Fwd facing bench seat, 3-4 passenger, W/wide single fold down armrest for right hand passenger. Armrest shall be shortened from the standard length and provide storage inside under lid for IPOD/Cell phone jacks (reference 90021 & 90009) and holders for customer furnished IPOD/Cell phone. *(Added per amend 1)*
90015 Sheep skin throw carpet for cabin floor. *(Added per amend 1)*
90016 Headset hangers located at ceiling level above all 8 cabin seats against forward/aft bulkheads *(Added per amend 1)*
90017 Customer Cabin Interior Materials
Customer Furnished Materials
(Leather, Carpet, Sheepskin, Panel Covering)
Custom Upholstery Work *(Added per amend 1)*
90019 Do not install the 63000 magazine storage in lower cabin doors *(Added per amend 1)*
90020 Custom upholstery/cushion fabrication requiring customer approval via pre-production prototype. *(Added per amend 1)*

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

90021 Cell phone interface into the cabin ICS system. Connection to be in the fold down armrest of the 90013 fwd facing bench seat with ability to select the cell phone connection for any occupant on the fwd facing bench seat (4) positions. Tied to Weight-on-Wheels switch to disable in-flight use. *(Added per amend 1)*

90022 Move pilot seat aft slightly *(Added per amend 2)*

Strip List: **Removal of the baseline Production Aircraft parts listed below (for each aircraft) shall be accomplished under Sikorsky Quality Assurance supervision. The parts will be stored in a bonded storeroom and returned to Sikorsky Aircraft upon direction. These parts must be removed upon receipt of the aircraft at Keystone and before induction into the Part 145**

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

operation. Component removals (Strip List) shall be performed per Sikorsky Aircraft Process Procedure PR: 03-02-087 - Baseline Production Aircraft
Part(s) Removal.

CODE	Option Name	P/N	Owner	NOMENCLATURE	QTY	Stock LOC	Std Cost	Total Value
0725	PBS 250	Unknown		**Passenger Briefer System**	1			
		PBS250-1-S5	AERO	Briefer Computer	1	3WPN	1,964.00	1,964.00
		PBS250-2-B5	AERO	Briefing Controller	1	3WPN	893.86	893.86
0102	Standard Aircraft	76COL-51000-011		**Baseline Interior Package**				
		33776-52167-011	SAC	**Marking Install**				
		250-2 AC/3A	SAC	Exit Sign	2	P60N	79.36	158.72
		33776-52598-011	SAC	**Curtain Install**				
		33776-52598-041	SAC	Curtain Assy	1	P60N	256.00	256.00
		33776-57574-011	SAC	**Ceiling Install**				
		33776-57574-042	SAC	Duct Assy.	1	3STN	390.00	390.00
		33776-57574-045	SAC	Ceiling Panel Assy	1	P74N	7,763.02	7,763.02
	Ballast Weights	76500-00701-011	SAC	**Ballast Install**				
		33776-64732-104	SAC	Ballast	18	P60N	57.00	1,026.00
		76500-00701-041	SAC	Plate Assy	1	P60N	1,336.53	1,336.53
		33776-64732-103	SAC	Retainer	3	P60N	78.84	236.52
	Door Seals				4			
11002	(RTU) Radio Tuning Units							
		622-6521-015	AERO	NAV Control Head (CTL 32)	2	P74N	2,195.10	4,390.20
		622-6520-007	AERO	COMM Control Head (CTL 92)	2	P74N	2,195.10	4,390.20
		622-6523-203	AERO	Transponder Control Head (CTL 9	1	P74N	2,538.00	2,538.00
		622-6522-007	AERO	ADF Conrtol Head	1	P74N	2,294.54	2,294.54
		33776-44352-045	AERO	Mounting Plates	3	P74N	193.47	580.41
11028	Dual Mode S XPNDR -TDR 94							
		622-1270-001	AERO	TDR-90 Transponder RT	1	P60N	6,733.80	6,733.80
		622-5211-003	AERO	TDR-90 Tray	1	3STN	0.00	0.00
		622-6580-002	AERO	CAD 62 Adapter	1	P60N	705.00	705.00
		653-9015-001	AERO	CAD 62 Adapter Tray	1	P60N	0.00	0.00
		622-6523-203	AERO	Transponder Control Head	1	P74N	2,538.00	2,538.00
34081	Vertical Card for Standby Compass							
		MS17983-4	AERO	Standby Compass	1	P60N	668.25	668.25
36065	Wx Avoidance/Search Radar - Primus 880							
		7021450-401	AERO	WU440 TRA	1	P74N	18,560.00	18,560.00
		7007700-104	AERO	Weather Radar Indicator	1	P74N	10,707.00	10,707.00
36120	Honeywell Multi Function Radar Display (MFRD							
		7007700-104	AERO	Weather Radar Indicator	1	P74N	10,707.00	10,707.00
84051	C4 Environmental System							
		76500-07050-018	AERO	**Heat Vent Install**				
		SS49TA824-4D16V	AERO	Restrictor	1	P60N	0.00	0.00
		129580-2	AERO	Duct Tee	1	P60N	1,359.00	1,359.00
		129632-1	AERO	Sensor	1	P74N	7,670.00	7,670.00
		31166037-1	AERO	Tee Assy	1	P74N	0.00	0.00
		31166037-4	AERO	Tee	1	P74N	0.00	0.00
		3214102-2	AERO	Pressure Transducer	1	P74N	600.00	600.00
		33776-54210-041	AERO	Suppressor	1	3STN	10,407.23	10,407.23
		76306-07004-578	AERO	Tube Assy	1	P74N	0.00	0.00
		76306-07004-080	AERO	Tube	3	P74N	0.00	0.00
		76307-03006-047	AERO	Tube	1	P74N	66.64	66.64
		76307-03006-071	AERO	Tube	1	P74N	86.26	86.26
		76307-03006-072	AERO	Tube	1	P74N	68.55	68.55
		76450-01043-011	AERO	**Panel Install**				
		76450-01042-041	AERO	Panel Assy	1	P74N	1,919.38	1,919.38
		76500-07075-042	AERO	Adapter Assy	2	P74N	181.07	362.14
		76500-07901-103	AERO	Blower	1	P60N	6,167.00	6,167.00
		76500-07905-103	AERO	Suppressor	1	P74N	7,814.00	7,814.00
		76500-07050-019	AERO	**Heat Vent Install**				
		76306-07004-057	AERO	Tube Assy	1	P74N	42.63	42.63
		76306-07004-068	AERO	Tube Assy	1	P74N	57.31	57.31
		76307-03006-049	AERO	Tube Assy	1	P74N	70.63	70.63
		76307-03006-082	AERO	Tube Assy	1	P74N	51.82	51.82
		76307-03006-083	AERO	Tube Assy	1	P74N	76.67	76.67
		76307-03006-084	AERO	Tube Assy	1	P74N	63.40	63.40
		76500-07054-043	AERO	Duct Assy	1	P79N	0.00	0.00
		76500-07068-042	AERO	Adapter Assy	1	P74N	200.14	200.14
		76500-07900-104	AERO	Valve	1	P74N	5,613.00	5,613.00
		76500-07068-102	AERO	Adapter	1	P60N	890.00	890.00
		76212-03004-044	AERO	Heat Duct Assy	1	P74N	987.00	987.00
		76212-03004-043	SAC	Heat Plenum	1	P74N	0.00	0.00
		76212-01016-101	AERO	Cockpit Defrost Duct	1	P74N	0.00	0.00
		76212-03005-101	AERO	Cockpit Defrost Duct	1	P74N	0.00	0.00
		76212-03004-051	AERO	Duct Assy, Upper L/H	1	P74N	1,029.00	1,029.00
		76212-03004-042	SAC	Duct Assy	1	P74N	0.00	0.00
		76212-03004-041	SAC	Duct Assy	1	P74N	0.00	0.00
		76500-07512-042	SAC	Assy	1	P04N	0.00	0.00
		33776-64058-019	AERO	**ICS Install**				
		33776-64058-041	AERO	Switch Box Assy, LH	1	P64N	0.00	0.00
		33776-84625-011/-012	H.S.I.	**NACA Door Vents (Removal)**				
		1482-03	SAC/PSC	LH NACA Duct Valve Assy	1	3WPN	0.00	0.00
		1482-04	SAC/PSC	RH NACA Duct Valve Assy	1	3WPN	0.00	0.00
		76207-01136-101	AERO	Panel	4	P60N	PAPO	PAPO
		1613-01	AERO	Vent Panel Assy	1	3STN	PAPO	PAPO
		1613-02	AERO	Vent Panel Assy	1	3STN	PAPO	PAPO
		82405	AERO	Diffuser	4	3STN	120.95	483.80
85012	Gooseneck Map Lights (EX)							
		15-0007-127	AERO	Grimes Utility Lights	2	P74N	567.63	1,135.26
							Total	126,057.91

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

PROGRAM WORK AUTHORIZATION	RELEASE	REV NO	REV DATE	PWA NUMBER
	4/16/07	3	4/13/07	F006-S76-004
			PAGE	1 of 11

STANDARD DISTRIBUTION	PROGRAM NAME		B.D.M. NO.
	S76		
	CONTRACT NUMBER		C.W.A. NO.
	S76TD6167		
	CONTRACT DATE	THROUGH CONTRACT AMENDMENT	
THIS INFORMATION IS COMPANY PRIVATE.	4/13/06	1 Dated 3/30/07	

SUBJECT Completion of S-76C++ Aircraft 760~~655~~ ~~658~~ **667** Air Ghislaine, Inc.

STATEMENT OF WORK (SCOPE & SCHEDULE)					
MODEL:	S76C++				
SPEC / REV:					
SERIAL NUMBER:	~~655~~ ~~658~~ 667				
SIKORSKY ACCEPTANCE:					
SCHEDULED PRESENTATION DATE:	Apr 2007				
SCHEDULED PRESENTATION DATE COMPLETION SERVICES:	Sep 2007				

DETAIL WORK DESCRIPTION ATTACHED: Release aircraft 760~~655~~ ~~658~~ **667** the Keystone Completion Center.

Revision Number	Notes	Change Explanation: Schedule	Budget	Configuration	Other
0	Release. Contract Details	X	X	X	X
1	Swapping of aircraft from 760655 to **760658** per Program Manager's direction.				X
~~1~~ **2**	Configuration changes per amend 1 and revise FSI value to reflect 2007 price.		X	X	
3	Swapping of aircraft from 760658 to **760667** per Program Manager's direction and revise KHC value to include NRE for silencer.		X		X
Period of Performance:	April, 2006 thru October, 2007				

APPROVALS & ENDORSEMENTS

	Name	Date		Name	Date
Program Manager	*M. Loschiavo*	4/16/07	Finance	*L. Zfog on behalf of W. Schlenk*	4/16/07

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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Statement of Work:

This PWA authorizes the design, planning, procurement, and construction of Executive Trop configuration at the Keystone S-76 Completion Center. This PWA authorizes Purchasing to direct Keystone to complete the aircraft under Purchase Order from Sikorsky. The following are the specific actions authorized under this PWA:

Purchase Order Instructions:

Purchasing is to issue Purchase Order authorization to Keystone to commence design, planning, and completion for the aircraft listed in the cover page and the configuration shown here in, with additional responsibilities as defined in the Sikorsky-Keystone Completion Center agreement.

Total Budget:

WBS (S/N: 655, 658)	Description (S/N: 667)	Hrs	Total
AC-S04.1.01.0A	~~Pre-Ticket Flight Test and Support~~ Post Ticket Ferry/Accept Flts	140	$ 30,470
AC-S04.1.01.1B	ACB	40	$ 4,066
AC-S04.1.01.1C	Engineering- Avionics	313	$ 33,029
AC-S04.1.01.1D	Engineering-Interiors	315	$ 34,397
AC-S04.1.01.1E	Engineering-Flight Sciences	100	$ 10,164
AC-S04.1.01.2A	Keystone Completion		$ 1,836,029
AC-S04.1.01.2B	SAS Materials-Completion		$ 95,119
AC-S04.1.01.3A	Technical Publications		$ 15,758
AC-S04.1.01.4A	FSI Standard Training		$ 66,460
AC-S04.1.01.4C	Additional Training-1 pilot 1 mechanic		$ 36,855
AC-S04.1.01.6A	Customer Gift Certificate		$ 2,000
AC-S04.1.01.6D	AAG SUPPORT (20 HRS)		$ 100,980
AC-S04.1.01.6E	Management Reserve		$ 50,000
AC-S04.1.01.6H	Helotrac		$ 10,455
AC-S04.1.01.8A	Extended Warranty		$ 49,928
AC-S04.1.01.9A	Strip List		$ (124,094)
	Total		$ 2,251,614

SAS Material per completed aircraft:

OH Lateral Absorber	P/N 76080-20501-043
Bifilar 5P	P/N 76107-08100-042
Float Kit	P/N 76016-02002-018

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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EFTA02727564

- ***AAG - Charter Time*** – ***Charter Time*** –Sikorsky shall provide to Buyer twenty (20) hours of S-76 charter time in the metropolitan New York area through Sikorsky's subsidiary, Associated Aircraft Group ("AAG"). The benefit of these services may be used by Buyer upon reasonable request, subject to AAG's standard terms and conditions of service, and will remain on account with AAG for two years after execution of this Agreement.

Action – Purchasing (R. Dunlap/G. Kalfayan)

Please inform Turbomeca that the following S76C++ aircraft s/n 760655 ~~658~~ 667 with following Turbomeca Engines was sold to the following customer:

Air Ghislaine, Inc. *(Jet Aviation)*
1514 Perimeter Rd.
West Palm Beach, Fl. 33406
Mr. Larry Visoski

Aircraft S/N 760655 ~~658~~ 667 with Turbomeca Engines **S/N TBD (LH)** and **S/N TBD (RH)**

The following commitments are specified in the S76C++ New Helicopter Sales Agreement (S76TD6167). The information specified in this PWA is only a highlight of the requirements. Please see the released Sales Agreement for more details regarding these commitments.

Action – Information Technologies (D. Blackmore)

- Create a MyCompletion Website, username and password for the customer listed on this PWA.
- Point of Contact (POC):
  - Mike Loschiavo – S76 Program Manager (203) 386-4536
  - Dan Dennis – Customer Service Manager (203) 416-4241
  - Howard Germon– Regional Sales (203) 267-7208

Action – M. Mariotti (should be charge to an expense P.O.)

- Place purchase order for (Six) 6 display models with Microwest, 1312 West Collins Ave Orange, CA 92867, (714) 771-2521. These models are to be painted in the customer unique paint scheme including customer registration number. Have the completed models shipped to SAC, attention Mike Loschiavo.
- Order customer gift certificate from GBG, The Corp Gift Source, 204 Spring Hill Road, Trumbull, CT 06611, (203) 459-4424 in the amount of $2,000.00, made out to **Attn: Mr. Larry Visoski**
- Order metal plaque from GBG, The Corp Gift Source, 204 Spring Hill Road, Trumbull, CT 06611, (203) 459-4424 -customer gift box. This plaque should state the following

  To commemorate the delivery of Aircraft S/N 760655 ~~658~~ 667 Air Ghislaine, Inc on the specified delivery date.

Action – Engineering (T. McTaggart , Charlie Hayden)

IV - CONFIGURATION FINALIZATION

- ***Finalization Dates*** – The parties acknowledge that the Helicopter/Deluxe Executive Helicopter configuration set forth in Exhibit A is not yet finalized and therefore agree to finalize

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

the following portions of the configuration by not later than one hundred fifty (150) days from the Acceptance Date of this Agreement:

Aircraft System Specification
Interior General Arrangement
Audio Proposal
Interior Rendering Board
Aircraft Registration Number
Exterior Paint Rendering
Paint Scheme
Other

Action – G. Wall, D. Carew, T. Sandberg, P. Perschbacher

VII - HELICOPTER RELATED PROVISIONS

- ***Type Design and Production Approval*** –The Federal Aviation Administration ("FAA") has granted Sikorsky Type Certificate H1NE for the S-76C++. The Helicopter is manufactured in accordance with the U. S. Department of Transportation, FAA Regulation Part 21.

Action – Customer Service (K. Perry, C. Baker, T. Shield, D. McCory, M. Pavia):

V. *WARRANTIES*

- ***Warranties*** - Sikorsky's warranties and Buyer's remedies are set forth in Exhibit B Executive Helicopter Warranty (3 years or 1000 hours of operation after delivery of the Deluxe Executive Helicopter to Buyer, whichever occurs first).

VII - HELICOPTER RELATED PROVISIONS

- ***Publications*** – With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall furnish or offer to the Buyer certain publications under this paragraph for use by the Buyer and its contractors in operating and supporting the Deluxe Executive Helicopter. Sikorsky shall provide the Buyer with two paper copies of the Pilot's Flight Operating Manual and one copy each of the Sikorsky Maintenance Manual, Illustrated Parts Catalog, Wiring Manual, Engine Operating and Maintenance Manual and Engine Illustrated Parts Breakdown, and all revisions to each Sikorsky manual for three (3) years after delivery of each Deluxe Executive Helicopter at no additional cost to the Buyer. In addition, the Buyer may elect to receive S-76 Interactive Electronic Technical Manuals (IETMs) contained on one (1) CD-ROM computer disk and/or via Internet access from a Sikorsky-provided web site for accessing the information contained in the S-76 Maintenance Manual, Illustrated Parts Catalog and Airworthiness Limitations and Inspection Requirements Manuals (Chapters 4 and 5). The IETMs shall be subject to Sikorsky's standard IETM software license agreement terms. The Buyer also shall receive all revisions to the Sikorsky IETMs for three (3) years after delivery of

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

the Deluxe Executive Helicopter at no additional cost to the Buyer. In addition, Sikorsky shall provide one copy of the operational and maintenance manuals of options, system schematics for the Deluxe Executive Helicopter normally available from Sikorsky and aviation subcontractors.

- **Helotrac™** - With each Helicopter sold and delivered hereunder, Sikorsky shall make available to Buyer a one year subscription to this service.

VIII - TRAINING PROVISIONS

1. ***Training*** – With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall make available to three (3) Buyer pilots an S-76 initial pilot training course approximately ten (10) days in duration, consisting of a Visual Flight Rules ("VFR") transition segment and, as required, an Instrument Flight Rules ("IFR") transition segment. Each of the segments is programmed to provide emphasis on helicopter familiarization, classroom instruction on systems operation and instruction in both the S-76 Simulator and the S-76 Cockpit Trainer. In addition, each Buyer pilot will receive two and one half (2.5) hours of flight with an instructor pilot. Each Buyer pilot must have a current U.S. commercial helicopter certificate or equivalent, and for the IFR segment, each Buyer pilot must have a current commercial certificate helicopter instrument rating, or equivalent. All flight training shall be conducted on the Deluxe Executive Helicopter to be delivered hereunder, following acceptance by the Buyer and transfer of title to the Buyer.

2. ***Initial Maintenance or Electrical Training Services*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall make available to three (3) Buyer mechanics an initial S-76 maintenance training course approximately fifteen (15) days in duration or, at Buyer's option, an S-76 electrical training course approximately ten (10) days in duration. Either course includes inspection and maintenance troubleshooting and use of a maintenance trainer. Each mechanic must have background experience in one or more of the following categories: certified (by the FAA or by an equivalent airworthiness authority) airframe mechanic with one (1) year practical experience as a rated aircraft mechanic; one (1) year experience as an active mechanic on a commercial or military helicopter; or three (3) years general experience as a commercial or military aircraft mechanic.

3. ***Engine Training Services*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall make available to three (3)Buyer mechanics, an engine maintenance course at the engine manufacturer's facility. This course is approximately five (5) days in duration.

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

HELICOPTER CONFIGURATION

The following items of standard and optional equipment as described below, which have been selected by the Buyer, shall be installed on the Helicopter to be delivered under the Agreement.

Part 1:
BASELINE AIRCRAFT

Features of the S-76C++ Aircraft:

Dynamic System - Two Turbomeca Arriel 2S2 engines, and a four blade articulated main rotor system with dual controls.
Cockpit – An Integrated Instrument Display System (IIDS), with an easy to upgrade avionics package. There is a Bleed Air Heating Defogging system and dual windshield wipers. The Pilot and Copilot seats come with a five point Restraint system.
Cabin – A large cabin that can be configured for four different missions and a 38 cubic foot baggage compartment
Other – Retractable landing gear, and 281 gallons of usable fuel

Baseline Avionics Package Includes:

Collins Proline II: Dual Collins VHF 22A Comms and VIR 32 Navs, single ADF 462 ADF, TDR 90 Transponder, DME 42 DME with IND 42A Indicator, ALT 55B Radio Altimeter with Expanded Scale ALI 55A Indicator.
Honeywell EFIS/DAFCS: 4-Tube Honeywell EDZ 756 EFIS with 5" x 6" Indicators Displaying Airspeed, Altitude and Vertical Speed, Dual Litef AHRS, Dual Penny and Giles Air Data Computers, Dual Honeywell Digital SPZ 7600 Automatic Flight Control System, Altitude Alert.
Electrical: 28 Volt Electrical System with two 200 Amp Starter/Generators, 10 KVA AC Generator, Dual 375 VA Static Inverters, Avionics and EFIS Master Switches.
Audio: Dual dB Systems Audio control panels with ICS and VOX plus three maintenance jacks, one in the cabin and two in the baggage compartment. This also includes dual 45° pedestal mounted ICS foot switches, three David Clark Headsets, one six-foot walk-around cord and two 30-foot walk-around cords, Cabin PA/Chime System, and a Passenger Briefing System - PBS 250
Backup/Safety Systems: Enhanced Ground Proximity Warning System, Universal 120 CVR, 3" Backup Airspeed Indicator and Altimeter, ADI-335D Standby Attitude Indicator with Nav1/Nav2 Select, ELT 406-NHM w/ Satellite Frequency, Electric Door Locks – Cabin, Single Action Door Release, Cabin/Cockpit and FD DCPL Chime/Annunciator
Weather Related Systems: Wx Avoidance Radar - Primus 440, Windshield Washer System, Heated Glass Windshields, and Engine Inlet Barrier Filter

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

PART 2
DELUXE EXECUTIVE COMPLETION SERVICES

ADDITIONAL AVIONICS ITEMS

07025 **Delete PBS 250 Passenger Briefing System**
11002 **Radio Tuning Units - RTU 4200**
11028 **Dual - Mode S Transponders w/Diversity TDR 94D**
11037 **DME, 2nd - DME 42**
30061 **Cabin ICS**
30012 **Audio Jacks - Emergency** *(Std/Bose)*
30020 **Audio Jacks, Cockpit - Bose**
30093 **Cabin Call System**
31021 **Speakers - Door, Two**
32001 **Cellular Phone Base and Charger**
32024 **Satellite Communications System, AirCell ST 3100**
34053 **Nav/LRN Switch for ADI 335D**
34081 **Vertical Card Standby Compass**
35053 **FMS - Universal UNS 1F w/Go Around Switch wired to the Collective**
36044 **Lightning Strike Sensor - LSZ 860 w/LU 860**
36065 **Wx Avoidance Radar - Primus 880,** *exchange for Primus 440*
~~36102 Multi-Function/Moving Map Display, Garmin AT MX-20~~ *(Delete per amend 1)*
~~36103 Chart View Option for the Garmin AT MX-20~~*(Delete per amend 1)*
36104 **GMX-200 Multi Function Display, Garmin** *(Added per amend 1)*
36105 **Charterview for GMX-200 MFD** *(Added per amend 1)*
36120 **Honeywell Multi Function Radar Display (MFRD) displays Radar, Flight Plan, & Checklists**
37011 **TCAS I System - CAS 66A**
37017 **TCAS Control Panel - CP 66B**
37025 **TCAS I TA/VSI Display, Dual -IVA 81A**

PAINTS & FINISHES

50002 **VIP Interior Paint Prep & Finish**
50012 **VIP Exterior Paint Preparation & Finish**

INTERIORS

63000 **Deluxe VIP Interior Group,** featuring: Silencer airframe isolated interior wall panel system, high performance airframe mounted secondary acoustic package, Ultraleather or Ultrasuede interior panel upholstery, ECS ducting, cockpit/cabin divider bulkhead with left hand and right hand sliding windows, leather seat upholstery, general cabin lighting, emergency cabin lighting, reading lights (8) and air outlets (8), cabin door threshold lighting, membrane switch

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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panels to control cabin systems, tinted interior cabin windows, decorative plating in cabin, illuminated ordinance signs, emergency/informational signage, emergency exit signs, cabin and cockpit carpet with spare, wood veneer/leather/decorative metal details, integral magazine racks on cabin doors, storage cabinet forward of raised fuel deck, seat maintenance covers, cabin floor runners, molded baggage compartment floor liner, Stain Guard Protection, Nut Plates fittings for all Opera Windows and Removal of unused tie down fittings.

63013 **Aft Facing Bench – ¾ Place**
~~63036 **Fwd Facing Divan – ¾ Place w/Fold Down Center Table and fold down Arm Rests**~~
(Delete per amend 1)
63071 **Bulkhead Storage Compartment - Crew** *(Aft Facing Bench)*
63085 **Cabin Coat Hooks, Two**
63098 **Acoustic Noise Reduction - Bay Blanket Kit, Lightweight**

INTERIORS (Continued)

70016 **Sheepskin Seating - Crew Seats**
70052 **Seat Belt Extension**
72063 **Flight Manual Storage, LH Controls Closet**
76017 **Cabin Door Vents, Remove**
77034 **Single Action Door Release**

AIRCRAFT ITEMS

80001 **Boarding Step, Retractable - LH**
80002 **Boarding Step, Retractable -RH**
80082 **Engine Inlet Covers Storage** *(S-76C++)*
80086 **Maintenance Covers - Exterior**
80090 **Vertical Pylon Access Panels, CSN 76-207**
83001 **Annunciator - "FUEL X-FEED" ON**
83051 **Hydraulic Quick Disconnect Relocation**
83055 **Remove LH Accessory Drive - CSN 76-205**
83065 **Pulsed Electric Engine Chip Detector System, Eaton 1K7707**
84051 **C^4 Environmental System**
85001 **Annunciator - "Land LT ON"**
85002 **Annunciator - "Search LT ON"**
85012 **Gooseneck Map Lights**
85036 **Anti-Collision Light, Red - Bottom**
85051 **Landing Light - LH Main Gear**
85061 **Recognition Lights - Forward Facing**
85063 **Logo Lights**
85071 **Pulselight System**
85072 **Pulse Landing Lights**
85073 **Pulse Recognition Lights**

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

86001 Approach Plate Holder, Lighted - Pilot
86002 Approach Plate Holder, Lighted - Copilot
86016 Pencil Holder
86017 Console Storage Bin-Small *(Added per amend 1)*
86026 Sun Tint - Windshield
86050 Overhead Lateral Absorber
86052 Bifilar 5P
86054 Track and Balance Accelerometers Installed in Fuel Cell Extension
86060 Rotor Pedals Lube Kit
87001 Annunciator - "Pitot Heat" On
87002 Annunciator - "W/S Heat On"
88051 Floats Completion
88061 Single Pilot IFR
90001 Cabin reading light master ON/OFF switch in the cockpit
90002 Clear Coat Exterior Paint (over metallic)
90003 Replace exterior fairing/access panel hardware with stainless steel hardware
90004 Relocate reading lights from center cabin ceiling to above outboard passenger system
90005 Eight Bose headset jacks for use with the cabin ICS in the cabin (custom locations)
90006 Satcom System to be installed without the cockpit intercom capability (ref. code 32024)
90007 MX20 display to be installed on the right and the MFRD on the left
~~90008 Cell Phone interface in cabin to allow cell phone to be plugged in and communication enabled through cabin Bose headsets (ref. Headset Companion Audio Interface # 4149A, Sporty's Pilot Shop)~~ *(Delete per amend 1)*
90009 Audio input jack in cabin for Ipod type device. Entertainment audio to be heard in all cabin Bose headsets. No other controls, volume controlled via iPod device
90010 Audio input jack in cockpit for Ipod type device. Entertainment audio to be heard in both cockpit Bose headsets only. No other controls, volume controlled via Ipod devise
90012 Boarding steps to be surfaced with coarse non-skid *(Added per amend 1)*
90013 Fwd facing bench seat, 3-4 passenger, W/wide single fold down armrest for right hand passenger. Armrest shall be shortened from the standard length and provide storage inside under lid for IPOD/Cell phone jacks (reference 90021 & 90009) and holders for customer furnished IPOD/Cell phone. *(Added per amend 1)*
90015 Sheep skin throw carpet for cabin floor. *(Added per amend 1)*
90016 Headset hangers located at ceiling level above all 8 cabin seats against forward/aft bulkheads *(Added per amend 1)*
90017 Customer Cabin Interior Materials
Customer Furnished Materials
(Leather, Carpet, Sheepskin, Panel Covering)
Custom Upholstery Work *(Added per amend 1)*
90019 Do not install the 63000 magazine storage in lower cabin doors *(Added per amend 1)*
90020 Custom upholstery/cushion fabrication requiring customer approval via pre-production prototype. *(Added per amend 1)*

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

PROGRAM WORK AUTHORIZATION	RELEASE	REV NO	REV DATE	PWA NUMBER
	4/16/07	3	4/13/07	F006-S76-004
			PAGE	10 of 11

90021 Cell phone interface into the cabin ICS system. Connection to be in the fold down armrest of the 90013 fwd facing bench seat with ability to select the cell phone connection for any occupant on the fwd facing bench seat (4) positions. Tied to Weight-on-Wheels switch to disable in-flight use. *(Added per amend 1)*

Strip List: Removal of the baseline Production Aircraft parts listed below (for each aircraft) shall be accomplished under Sikorsky Quality Assurance supervision. The parts will be stored in a bonded storeroom and returned to Sikorsky Aircraft upon direction. These parts must be removed upon receipt of the aircraft at Keystone and before induction into the Part 145

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

operation. Component removals (Strip List) shall be performed per Sikorsky Aircraft Process Procedure PR: 03-02-087 - Baseline Production Aircraft
Part(s) Removal.

CODE	Option Name	P/N	Owner	NOMENCLATURE	QTY	Stock LOC	Std Cost	Total Value
0725	PBS 250	Unknown		**Passenger Briefer System**	1			
		PBS250-1-S5	AERO	Briefer Computer	1	3WPN	1,964.00	1,964.00
		PBS250-2-85	AERO	Briefing Controller	1	3WPN	893.86	893.86
0102	Standard Aircraft	76COL-51000-011		**Baseline Interior Package**				
		33776-52167-011	SAC	**Marking Install**				
		250-2 AC/3A	SAC	Exit Sign	2	P60N	79.36	158.72
		33776-52598-011	SAC	**Curtain Install**				
		33776-52598-041	SAC	Curtain Assy	1	P60N	256.00	256.00
		33776-57574-011	SAC	**Ceiling Install**				
		33776-57574-042	SAC	Duct Assy	1	3STN	390.00	390.00
		33776-57574-045	SAC	Ceiling Panel Assy	1	P74N	7,763.02	7,763.02
	Ballast Weights	76500-00701-011	SAC	**Ballast Install**				
		33776-64732-104	SAC	Ballast	18	P60N	57.00	1,026.00
		76500-00701-041	SAC	Plate Assy	1	P60N	1,336.53	1,336.53
		33776-64732-103	SAC	Retainer	3	P60N	78.84	236.52
	Door Seals				4			
11002	(RTU) Radio Tuning Units	622-6521-015	AERO	NAV Control Head (CTL 32)	2	P74N	2,195.10	4,390.20
		622-6520-007	AERO	COMM Control Head (CTL 92)	2	P74N	2,195.10	4,390.20
		622-6523-203	AERO	Transponder Control Head (CTL 92	1	P74N	2,538.00	2,538.00
		622-6522-007	AERO	ADF Control Head	1	P74N	2,294.54	2,294.54
		33776-44352-045	AERO	Mounting Plates	3	P74N	193.47	580.41
11028	Dual Mode S XPNDR -TDR 94	622-1270-001	AERO	TDR-90 Transponder RT	1	P60N	6,733.80	6,733.80
		622-5211-003	AERO	TDR-90 Tray	1	3STN	0.00	0.00
		622-6590-002	AERO	CAD 62 Adapter	1	P60N	705.00	705.00
		653-9015-001	AERO	CAD 62 Adapter Tray	1	P60N	0.00	0.00
		622-6523-203	AERO	Transponder Control Head	1	P74N	2,538.00	2,538.00
34061	Vertical Card for Standby Compass	MS17983-4	AERO	Standby Compass	1	P60N	668.25	668.25
36065	Wx Avoidance/Search Radar - Primus 880	7021450-401	AERO	WU440 TRA	1	P74N	18,560.00	18,560.00
		7007700-104	AERO	Weather Radar Indicator	1	P74N	10,707.00	10,707.00
36120	Honeywell Multi Function Radar Display (MFRD	7007700-104	AERO	Weather Radar Indicator	1	P74N	10,707.00	10,707.00
84051	C4 Environmental System	76500-07050-018	AERO	**Heat Vent Install**				
		SS49TA824-4D16V	AERO	Restrictor	1	P60N	0.00	0.00
		129580-2	AERO	Duct Tee	1	P60N	1,359.00	1,359.00
		129632-1	AERO	Sensor	1	P74N	7,670.00	7,670.00
		3166037-1	AERO	Tee Assy	1	P74N	0.00	0.00
		3166037-4	AERO	Tee	1	P74N	0.00	0.00
		3214102-2	AERO	Pressure Transducer	1	P74N	600.00	600.00
		33776-54210-041	AERO	Suppressor	1	3STN	10,407.23	10,407.23
		76306-07004-578	AERO	Tube Assy	1	P74N	0.00	0.00
		76306-07004-080	AERO	Tube	3	P74N	0.00	0.00
		76307-03006-047	AERO	Tube	1	P74N	66.64	66.64
		76307-03006-071	AERO	Tube	1	P74N	86.26	86.26
		76307-03006-072	AERO	Tube	1	P74N	68.55	68.55
		76450-01043-011	AERO	**Panel Install**				
		76450-01042-041	AERO	Panel Assy	1	P74N	1,919.38	1,919.38
		76500-07075-042	AERO	Adapter Assy	2	P74N	181.07	362.14
		76500-07901-103	AERO	Blower	1	P60N	6,167.00	6,167.00
		76500-07905-103	AERO	Suppressor	1	P74N	7,814.00	7,814.00
		76500-07050-019	AERO	**Heat Vent Install**				
		76306-07004-057	AERO	Tube Assy	1	P74N	42.63	42.63
		76306-07004-058	AERO	Tube Assy	1	P74N	57.31	57.31
		76307-03006-049	AERO	Tube Assy	1	P74N	70.63	70.63
		76307-03006-082	AERO	Tube Assy	1	P74N	51.82	51.82
		76307-03006-083	AERO	Tube Assy	1	P74N	76.67	76.67
		76307-03006-084	AERO	Tube Assy	1	P74N	63.40	63.40
		76500-07054-043	AERO	Duct Assy	1	P79N	0.00	0.00
		76500-07068-042	AERO	Adapter Assy	1	P74N	200.14	200.14
		76500-07900-104	AERO	Valve	1	P74N	5,613.00	5,613.00
		76500-07068-102	AERO	Adapter	1	P60N	890.00	890.00
		76212-03004-044	AERO	Heat Duct Assy	1	P74N	987.00	987.00
		76212-03004-043	SAC	Heat Plenum	1	P74N	0.00	0.00
		76212-01016-101	AERO	Cockpit Defrost Duct	1	P74N	0.00	0.00
		76212-03005-101	AERO	Cockpit Defrost Duct	1	P74N	0.00	0.00
		76212-03004-051	AERO	Duct Assy, Upper L/H	1	P74N	1,029.00	1,029.00
		76212-03004-042	SAC	Duct Assy	1	P74N	0.00	0.00
		76212-03004-041	SAC	Duct Assy	1	P74N	0.00	0.00
		76500-07512-042	SAC	Assy	1	P04N	0.00	0.00
		33776-64058-019	AERO	**ICS Install**				
		33776-64058-041	AERO	Switch Box Assy, LH	1	P64N	0.00	0.00
		33776-84625-011/-012	R.S.I.	**NACA Door Vents (Removal)**				
		1482-03	SAC/PSC	LH NACA Duct Valve Assy	1	3WPN	0.00	0.00
		1482-04	SAC/PSC	RH NACA Duct Valve Assy	1	3WPN	0.00	0.00
		76207-01136-101	AERO	Panel	4	P60N	PAPO	PAPO
		1613-01	AERO	Vent Panel Assy	1	3STN	PAPO	PAPO
		1613-02	AERO	Vent Panel Assy	1	3STN	PAPO	PAPO
		82405	AERO	Diffuser	4	3STN	120.95	483.80
85012	Gooseneck Map Lights (EX)	15-0007-127	AERO	Grimes Utility Lights	2	P74N	567.63	1,135.26
							Total	124,093.91

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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PROGRAM WORK AUTHORIZATION	RELEASE	REV NO	REV DATE	PWA NUMBER
	4/9/07	2	4/2/07	F006-S76-004
			PAGE	1 of 11

STANDARD DISTRIBUTION	PROGRAM NAME		B.D.M. NO.
	S76		
	CONTRACT NUMBER		C.W.A. NO.
	S76TD6167		
	CONTRACT DATE	THROUGH CONTRACT AMENDMENT	
THIS INFORMATION IS COMPANY PRIVATE.	4/13/06	1 Dated 3/30/07	

SUBJECT Completion of S-76C++ Aircraft 760~~655~~ 658 Air Ghislaine, Inc.

STATEMENT OF WORK (SCOPE & SCHEDULE)					
MODEL:	S76C++				
SPEC / REV:					
SERIAL NUMBER:	~~655~~ 658				
SIKORSKY ACCEPTANCE:					
SCHEDULED PRESENTATION DATE:	Apr 2007				
SCHEDULED PRESENTATION DATE COMPLETION SERVICES:	Sep 2007				

DETAIL WORK DESCRIPTION ATTACHED: Release aircraft **760655 658** the Keystone Completion Center.

Revision		Change Explanation			
Number	Notes	Schedule	Budget	Configuration	Other
0	Release. Contract Details	X	X	X	X
1	Swapping of aircraft from 760655 to **760658** per Program Manager's direction.				X
1	Configuration changes per amend 1 and revise FSI value to reflect 2007 price.		X	X	

Period of Performance:	April, 2006 thru October, 2007

APPROVALS & ENDORSEMENTS					
	Name	Date		Name	Date
Program Manager	M. Loschiavo	4/5/07	Finance	W. Schlenk	4/9/07

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Statement of Work:

This PWA authorizes the design, planning, procurement, and construction of Executive Trop configuration at the Keystone S-76 Completion Center. This PWA authorizes Purchasing to direct Keystone to complete the aircraft under Purchase Order from Sikorsky. The following are the specific actions authorized under this PWA:

Purchase Order Instructions:

Purchasing is to issue Purchase Order authorization to Keystone to commence design, planning, and completion for the aircraft listed in the cover page and the configuration shown here in, with additional responsibilities as defined in the Sikorsky-Keystone Completion Center agreement.

Total Budget:

~~WBS (S/N: 655)~~	Description (S/N: 658)	Hrs	Total
AC-S04.1.01.0A	~~Pre Ticket Flight Test and Support~~ **Post Ticket Ferry/Accept Flts**	140	$ 30,470
AC-S04.1.01.1B	ACB	40	$ 4,066
AC-S04.1.01.1C	Engineering- Avionics	313	$ 33,029
AC-S04.1.01.1D	Engineering-Interiors	315	$ 34,397
AC-S04.1.01.1E	Engineering-Flight Sciences	100	$ 10,164
AC-S04.1.01.2A	Keystone Completion		$ 1,797,229
AC-S04.1.01.2B	SAS Materials-Completion		$ 95,119
AC-S04.1.01.3A	Technical Publications		$ 15,758
AC-S04.1.01.4A	FSI Standard Training		$ 66,460
AC-S04.1.01.4C	Additional Training-1 pilot 1 mechanic		$ 36,855
AC-S04.1.01.6A	Customer Gift Certificate		$ 2,000
AC-S04.1.01.6D	AAG SUPPORT (20 HRS)		$ 100,980
AC-S04.1.01.6E	Management Reserve		$ 50,000
AC-S04.1.01.6H	Helotrac		$ 10,455
AC-S04.1.01.8A	Extended Warranty		$ 49,928
AC-S04.1.01.9A	Strip List		$ (124,094)
	Total		$ 2,212,814

SAS Material per completed aircraft:

OH Lateral Absorber	P/N 76080-20501-043
Bifilar 5P	P/N 76107-08100-042
Float Kit	P/N 76016-02002-018

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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- ***AAG - Charter Time – Charter Time*** –Sikorsky shall provide to Buyer twenty (20) hours of S-76 charter time in the metropolitan New York area through Sikorsky's subsidiary, Associated Aircraft Group ("AAG"). The benefit of these services may be used by Buyer upon reasonable request, subject to AAG's standard terms and conditions of service, and will remain on account with AAG for two years after execution of this Agreement.

Action – Purchasing (R. Dunlap/G. Kalfayan)

Please inform Turbomeca that the following S76C++ aircraft s/n 760**655 658** with following Turbomeca Engines was sold to the following customer:

Air Ghislaine, Inc. *(Jet Aviation)*
1514 Perimeter Rd.
West Palm Beach, Fl. 33406
Mr. Larry Visoski

Aircraft S/N 760655 658 with Turbomeca Engines **S/N TBD (LH)** and **S/N TBD (RH)**

The following commitments are specified in the S76C++ New Helicopter Sales Agreement (S76TD6167). The information specified in this PWA is only a highlight of the requirements. Please see the released Sales Agreement for more details regarding these commitments.

Action – Information Technologies (D. Blackmore)

- Create a MyCompletion Website, username and password for the customer listed on this PWA.
- Point of Contact (POC):
  - Mike Loschiavo – S76 Program Manager (203) 386-4536
  - Dan Dennis – Customer Service Manager (203) 416-4241
  - Howard Germon– Regional Sales (203) 267-7208

Action – M. Mariotti (should be charge to an expense P.O.)

- Place purchase order for (Six) 6 display models with Microwest, 1312 West Collins Ave Orange, CA 92867, (714) 771-2521. These models are to be painted in the customer unique paint scheme including customer registration number. Have the completed models shipped to SAC, attention Mike Loschiavo.
- Order customer gift certificate from GBG, The Corp Gift Source, 204 Spring Hill Road, Trumbull, CT 06611, (203) 459-4424 in the amount of $2,000.00, made out to **Attn: Mr. Larry Visoski**
- Order metal plaque from GBG, The Corp Gift Source, 204 Spring Hill Road, Trumbull, CT 06611, (203) 459-4424 -customer gift box. This plaque should state the following

  To commemorate the delivery of Aircraft S/N 760**655 658** Air Ghislaine, Inc on the specified delivery date.

Action – Engineering (T. McTaggart , Charlie Hayden)

IV - CONFIGURATION FINALIZATION

- ***Finalization Dates*** – The parties acknowledge that the Helicopter/Deluxe Executive Helicopter configuration set forth in Exhibit A is not yet finalized and therefore agree to finalize

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

the following portions of the configuration by not later than one hundred fifty (150) days from the Acceptance Date of this Agreement:

Aircraft System Specification
Interior General Arrangement
Audio Proposal
Interior Rendering Board
Aircraft Registration Number
Exterior Paint Rendering
Paint Scheme
Other

Action – G. Wall, D. Carew, T. Sandberg, P. Perschbacher

VII - HELICOPTER RELATED PROVISIONS

- ***Type Design and Production Approval*** –The Federal Aviation Administration ("FAA") has granted Sikorsky Type Certificate H1NE for the S-76C++. The Helicopter is manufactured in accordance with the U. S. Department of Transportation, FAA Regulation Part 21.

Action – Customer Service (K. Perry, C. Baker, T. Shield, D. McCory, M. Pavia):

V. ***WARRANTIES***

- ***Warranties*** - Sikorsky's warranties and Buyer's remedies are set forth in Exhibit B Executive Helicopter Warranty (3 years or 1000 hours of operation after delivery of the Deluxe Executive Helicopter to Buyer, whichever occurs first).

VII - HELICOPTER RELATED PROVISIONS

- ***Publications*** – With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall furnish or offer to the Buyer certain publications under this paragraph for use by the Buyer and its contractors in operating and supporting the Deluxe Executive Helicopter. Sikorsky shall provide the Buyer with two paper copies of the Pilot's Flight Operating Manual and one copy each of the Sikorsky Maintenance Manual, Illustrated Parts Catalog, Wiring Manual, Engine Operating and Maintenance Manual and Engine Illustrated Parts Breakdown, and all revisions to each Sikorsky manual for three (3) years after delivery of each Deluxe Executive Helicopter at no additional cost to the Buyer. In addition, the Buyer may elect to receive S-76 Interactive Electronic Technical Manuals (IETMs) contained on one (1) CD-ROM computer disk and/or via Internet access from a Sikorsky-provided web site for accessing the information contained in the S-76 Maintenance Manual, Illustrated Parts Catalog and Airworthiness Limitations and Inspection Requirements Manuals (Chapters 4 and 5). The IETMs shall be subject to Sikorsky's standard IETM software license agreement terms. The Buyer also shall receive all revisions to the Sikorsky IETMs for three (3) years after delivery of

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

the Deluxe Executive Helicopter at no additional cost to the Buyer. In addition, Sikorsky shall provide one copy of the operational and maintenance manuals of options, system schematics for the Deluxe Executive Helicopter normally available from Sikorsky and aviation subcontractors.

- **Helotrac™** - With each Helicopter sold and delivered hereunder, Sikorsky shall make available to Buyer a one year subscription to this service.

VIII - TRAINING PROVISIONS

1. ***Training*** – With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall make available to three (3) Buyer pilots an S-76 initial pilot training course approximately ten (10) days in duration, consisting of a Visual Flight Rules ("VFR") transition segment and, as required, an Instrument Flight Rules ("IFR") transition segment. Each of the segments is programmed to provide emphasis on helicopter familiarization, classroom instruction on systems operation and instruction in both the S-76 Simulator and the S-76 Cockpit Trainer. In addition, each Buyer pilot will receive two and one half (2.5) hours of flight with an instructor pilot. Each Buyer pilot must have a current U.S. commercial helicopter certificate or equivalent, and for the IFR segment, each Buyer pilot must have a current commercial certificate helicopter instrument rating, or equivalent. All flight training shall be conducted on the Deluxe Executive Helicopter to be delivered hereunder, following acceptance by the Buyer and transfer of title to the Buyer.

2. ***Initial Maintenance or Electrical Training Services*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall make available to three (3) Buyer mechanics an initial S-76 maintenance training course approximately fifteen (15) days in duration or, at Buyer's option, an S-76 electrical training course approximately ten (10) days in duration. Either course includes inspection and maintenance troubleshooting and use of a maintenance trainer. Each mechanic must have background experience in one or more of the following categories: certified (by the FAA or by an equivalent airworthiness authority) airframe mechanic with one (1) year practical experience as a rated aircraft mechanic; one (1) year experience as an active mechanic on a commercial or military helicopter; or three (3) years general experience as a commercial or military aircraft mechanic.

3. ***Engine Training Services*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall make available to three (3)Buyer mechanics, an engine maintenance course at the engine manufacturer's facility. This course is approximately five (5) days in duration.

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

HELICOPTER CONFIGURATION

The following items of standard and optional equipment as described below, which have been selected by the Buyer, shall be installed on the Helicopter to be delivered under the Agreement.

Part 1:
BASELINE AIRCRAFT

Features of the S-76C++ Aircraft:

Dynamic System - Two Turbomeca Arriel 2S2 engines, and a four blade articulated main rotor system with dual controls.
Cockpit – An Integrated Instrument Display System (IIDS), with an easy to upgrade avionics package. There is a Bleed Air Heating Defogging system and dual windshield wipers. The Pilot and Copilot seats come with a five point Restraint system.
Cabin – A large cabin that can be configured for four different missions and a 38 cubic foot baggage compartment
Other – Retractable landing gear, and 281 gallons of usable fuel

Baseline Avionics Package Includes:

Collins Proline II: Dual Collins VHF 22A Comms and VIR 32 Navs, single ADF 462 ADF, TDR 90 Transponder, DME 42 DME with IND 42A Indicator, ALT 55B Radio Altimeter with Expanded Scale ALI 55A Indicator.
Honeywell EFIS/DAFCS: 4-Tube Honeywell EDZ 756 EFIS with 5" x 6" Indicators Displaying Airspeed, Altitude and Vertical Speed, Dual Litef AHRS, Dual Penny and Giles Air Data Computers, Dual Honeywell Digital SPZ 7600 Automatic Flight Control System, Altitude Alert.
Electrical: 28 Volt Electrical System with two 200 Amp Starter/Generators, 10 KVA AC Generator, Dual 375 VA Static Inverters, Avionics and EFIS Master Switches.
Audio: Dual dB Systems Audio control panels with ICS and VOX plus three maintenance jacks, one in the cabin and two in the baggage compartment. This also includes dual 45° pedestal mounted ICS foot switches, three David Clark Headsets, one six-foot walk-around cord and two 30-foot walk-around cords, Cabin PA/Chime System, and a Passenger Briefing System - PBS 250
Backup/Safety Systems: Enhanced Ground Proximity Warning System, Universal 120 CVR, 3" Backup Airspeed Indicator and Altimeter, ADI-335D Standby Attitude Indicator with Nav1/Nav2 Select, ELT 406-NHM w/ Satellite Frequency, Electric Door Locks – Cabin, Single Action Door Release, Cabin/Cockpit and FD DCPL Chime/Annunciator
Weather Related Systems: Wx Avoidance Radar - Primus 440, Windshield Washer System, Heated Glass Windshields, and Engine Inlet Barrier Filter

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

PART 2
DELUXE EXECUTIVE COMPLETION SERVICES

ADDITIONAL AVIONICS ITEMS

07025 **Delete PBS 250 Passenger Briefing System**
11002 **Radio Tuning Units - RTU 4200**
11028 **Dual - Mode S Transponders w/Diversity TDR 94D**
11037 **DME, 2nd - DME 42**
30061 **Cabin ICS**
30012 **Audio Jacks - Emergency** *(Std/Bose)*
30020 **Audio Jacks, Cockpit - Bose**
30093 **Cabin Call System**
31021 **Speakers - Door, Two**
32001 **Cellular Phone Base and Charger**
32024 **Satellite Communications System, AirCell ST 3100**
34053 **Nav/LRN Switch for ADI 335D**
34081 **Vertical Card Standby Compass**
35053 **FMS - Universal UNS 1F w/Go Around Switch wired to the Collective**
36044 **Lightning Strike Sensor - LSZ 860 w/LU 860**
36065 **Wx Avoidance Radar - Primus 880,** *exchange for Primus 440*
~~36102 Multi-Function/Moving Map Display, Garmin AT MX-20~~ *(Delete per amend 1)*
~~36103 Chart View Option for the Garmin AT MX-20~~*(Delete per amend 1)*
36104 **GMX-200 Multi Function Display, Garmin** *(Added per amend 1)*
36105 **Charterview for GMX-200 MFD** *(Added per amend 1)*
36120 **Honeywell Multi Function Radar Display (MFRD) displays Radar, Flight Plan, & Checklists**
37011 **TCAS I System - CAS 66A**
37017 **TCAS Control Panel - CP 66B**
37025 **TCAS I TA/VSI Display, Dual -IVA 81A**

PAINTS & FINISHES

50002 **VIP Interior Paint Prep & Finish**
50012 **VIP Exterior Paint Preparation & Finish**

INTERIORS

63000 **Deluxe VIP Interior Group,** featuring: Silencer airframe isolated interior wall panel system, high performance airframe mounted secondary acoustic package, Ultraleather or Ultrasuede interior panel upholstery, ECS ducting, cockpit/cabin divider bulkhead with left hand and right hand sliding windows, leather seat upholstery, general cabin lighting, emergency cabin lighting, reading lights (8) and air outlets (8), cabin door threshold lighting, membrane switch

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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panels to control cabin systems, tinted interior cabin windows, decorative plating in cabin, illuminated ordinance signs, emergency/informational signage, emergency exit signs, cabin and cockpit carpet with spare, wood veneer/leather/decorative metal details, integral magazine racks on cabin doors, storage cabinet forward of raised fuel deck, seat maintenance covers, cabin floor runners, molded baggage compartment floor liner, Stain Guard Protection, Nut Plates fittings for all Opera Windows and Removal of unused tie down fittings.

63013 **Aft Facing Bench – ¾ Place**

~~63036 Fwd Facing Divan – ¾ Place w/Fold Down Center Table and fold down Arm Rests~~

(Delete per amend 1)

63071 **Bulkhead Storage Compartment - Crew** *(Aft Facing Bench)*

63085 **Cabin Coat Hooks, Two**

63098 **Acoustic Noise Reduction - Bay Blanket Kit, Lightweight**

INTERIORS (Continued)

70016 **Sheepskin Seating - Crew Seats**

70052 **Seat Belt Extension**

72063 **Flight Manual Storage, LH Controls Closet**

76017 **Cabin Door Vents, Remove**

77034 **Single Action Door Release**

AIRCRAFT ITEMS

80001 **Boarding Step, Retractable - LH**

80002 **Boarding Step, Retractable -RH**

80082 **Engine Inlet Covers Storage** *(S-76C++)*

80086 **Maintenance Covers - Exterior**

80090 **Vertical Pylon Access Panels, CSN 76-207**

83001 **Annunciator - "FUEL X-FEED" ON**

83051 **Hydraulic Quick Disconnect Relocation**

83055 **Remove LH Accessory Drive - CSN 76-205**

83065 **Pulsed Electric Engine Chip Detector System, Eaton 1K7707**

84051 **C^4 Environmental System**

85001 **Annunciator - "Land LT ON"**

85002 **Annunciator - "Search LT ON"**

85012 **Gooseneck Map Lights**

85036 **Anti-Collision Light, Red - Bottom**

85051 **Landing Light - LH Main Gear**

85061 **Recognition Lights - Forward Facing**

85063 **Logo Lights**

85071 **Pulselight System**

85072 **Pulse Landing Lights**

85073 **Pulse Recognition Lights**

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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86001 Approach Plate Holder, Lighted - Pilot
86002 Approach Plate Holder, Lighted - Copilot
86016 Pencil Holder
86017 Console Storage Bin-Small *(Added per amend 1)*
86026 Sun Tint - Windshield
86050 Overhead Lateral Absorber
86052 Bifilar 5P
86054 Track and Balance Accelerometers Installed in Fuel Cell Extension
86060 Rotor Pedals Lube Kit
87001 Annunciator - "Pitot Heat" On
87002 Annunciator - "W/S Heat On"
88051 Floats Completion
88061 Single Pilot IFR
90001 Cabin reading light master ON/OFF switch in the cockpit
90002 Clear Coat Exterior Paint (over metallic)
90003 Replace exterior fairing/access panel hardware with stainless steel hardware
90004 Relocate reading lights from center cabin ceiling to above outboard passenger system
90005 Eight Bose headset jacks for use with the cabin ICS in the cabin (custom locations)
90006 Satcom System to be installed without the cockpit intercom capability (ref. code 32024)
90007 MX20 display to be installed on the right and the MFRD on the left
~~90008 Cell Phone interface in cabin to allow cell phone to be plugged in and communication enabled through cabin Bose headsets (ref. Headset Companion Audio Interface # 4149A, Sporty's Pilot Shop)~~ *(Delete per amend 1)*
90009 Audio input jack in cabin for Ipod type device. Entertainment audio to be heard in all cabin Bose headsets. No other controls, volume controlled via iPod device
90010 Audio input jack in cockpit for Ipod type device. Entertainment audio to be heard in both cockpit Bose headsets only. No other controls, volume controlled via Ipod devise
90012 Boarding steps to be surfaced with coarse non-skid *(Added per amend 1)*
90013 Fwd facing bench seat, 3-4 passenger, W/wide single fold down armrest for right hand passenger. Armrest shall be shortened from the standard length and provide storage inside under lid for IPOD/Cell phone jacks (reference 90021 & 90009) and holders for customer furnished IPOD/Cell phone. *(Added per amend 1)*
90015 Sheep skin throw carpet for cabin floor. *(Added per amend 1)*
90016 Headset hangers located at ceiling level above all 8 cabin seats against forward/aft bulkheads *(Added per amend 1)*
90017 Customer Cabin Interior Materials
Customer Furnished Materials
(Leather, Carpet, Sheepskin, Panel Covering)
Custom Upholstery Work *(Added per amend 1)*
90019 Do not install the 63000 magazine storage in lower cabin doors *(Added per amend 1)*
90020 Custom upholstery/cushion fabrication requiring customer approval via pre-production prototype. *(Added per amend 1)*

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

90021 Cell phone interface into the cabin ICS system. Connection to be in the fold down armrest of the 90013 fwd facing bench seat with ability to select the cell phone connection for any occupant on the fwd facing bench seat (4) positions. Tied to Weight-on-Wheels switch to disable in-flight use. *(Added per amend 1)*

Strip List: Removal of the baseline Production Aircraft parts listed below (for each aircraft) shall be accomplished under Sikorsky Quality Assurance supervision. The parts will be stored in a bonded storeroom and returned to Sikorsky Aircraft upon direction. These parts must be removed upon receipt of the aircraft at Keystone and before induction into the Part 145

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

operation. Component removals (Strip List) shall be performed per Sikorsky Aircraft Process Procedure PR: 03-02-087 - Baseline Production Aircraft Part(s) Removal.

CODE	Option Name	P/N	Owner	NOMENCLATURE	QTY	Stock LOC	Std Cost	Total Value
0725	PBS 250	Unknown		Passenger Briefer System	1			
		PBS250-1-55	AERO	Briefer Computer	1	3WPN	1,964.00	1,964.00
		PBS250-2-B5	AERO	Briefing Controller	1	3WPN	893.86	893.86
0102	Standard Aircraft	76COL-51000-011		Baseline Interior Package				
		33776-52167-011	SAC	Marking Install				
		250-2 AC/3A	SAC	Exit Sign	2	P60N	79.36	158.72
		33776-52598-011	SAC	Curtain Install				
		33776-52598-041	SAC	Curtain Assy	1	P60N	256.00	256.00
		33776-57574-011	SAC	Ceiling Install				
		33776-57574-042	SAC	Duct Assy.	1	3STN	390.00	390.00
		33776-57574-045	SAC	Ceiling Panel Assy	1	P74N	7,763.02	7,763.02
	Ballast Weights	76500-00701-011	SAC	Ballast Install				
		33776-64732-104	SAC	Ballast	18	P60N	57.00	1,026.00
		76500-00701-041	SAC	Plate Assy	1	P60N	1,336.53	1,336.53
		33776-64732-103	SAC	Retainer	3	P60N	78.84	236.52
	Door Seals				4			
11002	(RTU) Radio Tuning Units							
		622-6521-015	AERO	NAV Control Head (CTL 32)	2	P74N	2,195.10	4,390.20
		622-6520-007	AERO	COMM Control Head (CTL 92)	2	P74N	2,195.10	4,390.20
		622-6523-203	AERO	Transponder Control Head (CTL 9	1	P74N	2,538.00	2,538.00
		622-6522-007	AERO	ADF Control Head	1	P74N	2,294.54	2,294.54
		33776-44352-045	AERO	Mounting Plates	3	P74N	193.47	580.41
11028	Dual Mode S XPNDR -TDR 94							
		622-1270-001	AERO	TDR-90 Transponder RT	1	P60N	6,733.80	6,733.80
		622-5211-003	AERO	TDR-90 Tray	1	3STN	0.00	0.00
		622-6590-002	AERO	CAD 62 Adapter	1	P60N	705.00	705.00
		653-9015-001	AERO	CAD 62 Adapter Tray	1	P60N	0.00	0.00
		622-6523-203	AERO	Transponder Control Head	1	P74N	2,538.00	2,538.00
34081	Vertical Card for Standby Compass							
		MS17983-4	AERO	Standby Compass	1	P60N	668.25	668.25
36065	Wx Avoidance/Search Radar - Primus 880							
		7021450-401	AERO	WU440 TRA	1	P74N	18,560.00	18,560.00
		7007700-104	AERO	Weather Radar Indicator	1	P74N	10,707.00	10,707.00
36120	Honeywell Multi Function Radar Display (MFRD							
		7007700-104	AERO	Weather Radar Indicator	1	P74N	10,707.00	10,707.00
84051	C4 Environmental System							
		76500-07050-018	AERO	Heat Vent Install				
		SS49TA824-4D16V	AERO	Restrictor	1	P60N	0.00	0.00
		129580-2	AERO	Duct Tee	1	P60N	1,359.00	1,359.00
		129632-1	AERO	Sensor	1	P74N	7,670.00	7,670.00
		3166037-1	AERO	Tee Assy	1	P74N	0.00	0.00
		3166037-4	AERO	Tee	1	P74N	0.00	0.00
		3214102-2	AERO	Pressure Transducer	1	P74N	600.00	600.00
		33776-54210-041	AERO	Suppressor	1	3STN	10,407.23	10,407.23
		76306-07004-578	AERO	Tube Assy	1	P74N	0.00	0.00
		76306-07004-080	AERO	Tube	3	P74N	0.00	0.00
		76307-03006-047	AERO	Tube	1	P74N	66.64	66.64
		76307-03006-071	AERO	Tube	1	P74N	86.26	86.26
		76307-03006-072	AERO	Tube	1	P74N	68.55	68.55
		76450-01043-011	AERO	Panel Install				
		76450-01042-041	AERO	Panel Assy	1	P74N	1,919.38	1,919.38
		76500-07075-042	AERO	Adapter Assy	2	P74N	181.07	362.14
		76500-07901-103	AERO	Blower	1	P60N	6,167.00	6,167.00
		76500-07905-103	AERO	Suppressor	1	P74N	7,814.00	7,814.00
		76500-07050-019	AERO	Heat Vent Install				
		76306-07004-057	AERO	Tube Assy	1	P74N	42.63	42.63
		76306-07004-068	AERO	Tube Assy	1	P74N	57.31	57.31
		76307-03006-049	AERO	Tube Assy	1	P74N	70.63	70.63
		76307-03006-082	AERO	Tube Assy	1	P74N	51.82	51.82
		76307-03006-083	AERO	Tube Assy	1	P74N	76.67	76.67
		76307-03006-084	AERO	Tube Assy	1	P74N	63.40	63.40
		76500-07054-043	AERO	Duct Assy	1	P79N	0.00	0.00
		76500-07068-042	AERO	Adapter Assy	1	P74N	200.14	200.14
		76500-07900-104	AERO	Valve	1	P74N	5,613.00	5,613.00
		76500-07068-102	AERO	Adapter	1	P60N	890.00	890.00
		76212-03004-044	AERO	Heat Duct Assy	1	P74N	987.00	987.00
		76212-03004-043	SAC	Heat Plenum	1	P74N	0.00	0.00
		76212-01016-101	AERO	Cockpit Defrost Duct	1	P74N	0.00	0.00
		76212-03005-101	AERO	Cockpit Defrost Duct	1	P74N	0.00	0.00
		76212-03004-051	AERO	Duct Assy, Upper L/H	1	P74N	1,029.00	1,029.00
		76212-03004-042	SAC	Duct Assy	1	P74N	0.00	0.00
		76212-03004-041	SAC	Duct Assy	1	P74N	0.00	0.00
		76500-07512-042	SAC	Assy	1	P04N	0.00	0.00
		33776-64058-019	AERO	ICS Install				
		33776-64058-041	AERO	Switch Box Assy, LH	1	P64N	0.00	0.00
		33776-84625-011/-012	H.S.I.	NACA Door Vents (Removal)				
		1482-03	SAC/PSC	LH NACA Duct Valve Assy	1	3WPN	0.00	0.00
		1482-04	SAC/PSC	RH NACA Duct Valve Assy	1	3WPN	0.00	0.00
		76207-01136-101	AERO	Panel	4	P60N	PAPO	PAPO
		1613-01	AERO	Vent Panel Assy	1	3STN	PAPO	PAPO
		1613-02	AERO	Vent Panel Assy	1	3STN	PAPO	PAPO
		82405	AERO	Diffuser	4	3STN	120.95	483.80
85012	Gooseneck Map Lights (EX)							
		15-0007-127	AERO	Grimes Utility Lights	2	P74N	567.63	1,135.26
							Total	124,093.91

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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PROGRAM WORK AUTHORIZATION	RELEASE	REV NO	REV DATE	PWA NUMBER
	1/22/07	1	1/21/07	F006-S76-004
			PAGE	1 of 10

STANDARD DISTRIBUTION	PROGRAM NAME		B.D.M. NO.
	S76		
	CONTRACT NUMBER		C.W.A. NO.
	S76TD6167		
	CONTRACT DATE	THROUGH CONTRACT AMENDMENT	
THIS INFORMATION IS COMPANY PRIVATE.	4/13/06		

SUBJECT Completion of S-76C++ Aircraft 760655 658 Air Ghislaine, Inc.

STATEMENT OF WORK (SCOPE & SCHEDULE)					
MODEL:	S76C++				
SPEC / REV:					
SERIAL NUMBER:	~~655~~ 658				
SIKORSKY ACCEPTANCE:					
SCHEDULED PRESENTATION DATE:	Apr 2007				
SCHEDULED PRESENTATION DATE COMPLETION SERVICES:	Sep 2007				

DETAIL WORK DESCRIPTION ATTACHED: Release aircraft **760655 658** the Keystone Completion Center.

Revision		Change Explanation			
Number	Notes	Schedule	Budget	Configuration	Other
0	Release. Contract Details	X	X	X	X
1	Swapping of aircraft from 760655 to **760658** per Program Manager's direction.				X
Period of Performance:	April, 2006 thru October, 2007				

APPROVALS & ENDORSEMENTS					
	Name	Date		Name	Date
Program Manager	*Mike Loschiavo*	1/22/06	Finance	*W. Schlook*	1/22/07

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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Statement of Work:

This PWA authorizes the design, planning, procurement, and construction of Executive Trop configuration at the Keystone S-76 Completion Center. This PWA authorizes Purchasing to direct Keystone to complete the aircraft under Purchase Order from Sikorsky. The following are the specific actions authorized under this PWA:

Purchase Order Instructions:

Purchasing is to issue Purchase Order authorization to Keystone to commence design, planning, and completion for the aircraft listed in the cover page and the configuration shown here in, with additional responsibilities as defined in the Sikorsky-Keystone Completion Center agreement.

Total Budget:

WBS (S/N: 655)	Description	Hrs	Total
AC-S04.1.01.0A	~~Pre-Ticket Flight Test and Support~~ **Post Ticket Ferry/Accept Flts**	140	$ 30,470
AC-S04.1.01.1B	ACB	40	$ 4,066
AC-S04.1.01.1C	Engineering- Avionics	313	$ 33,029
AC-S04.1.01.1D	Engineering-Interiors	315	$ 34,397
AC-S04.1.01.1E	Engineering-Flight Sciences	100	$ 10,164
AC-S04.1.01.2A	Keystone Completion		$ 1,754,803
AC-S04.1.01.2B	SAS Materials-Completion		$ 95,119
AC-S04.1.01.3A	Technical Publications		$ 15,758
AC-S04.1.01.4A	FSI Standard Training		$ 59,604
AC-S04.1.01.4C	Additional Training-1 pilot 1 mechanic		$ 36,855
AC-S04.1.01.6A	Customer Gift Certificate		$ 2,000
AC-S04.1.01.6D	AAG SUPPORT (20 HRS)		$ 100,980
AC-S04.1.01.6E	Management Reserve		$ 50,000
AC-S04.1.01.6H	Helotrac		$ 10,455
AC-S04.1.01.8A	Extended Warranty		$ 49,928
AC-S04.1.01.9A	Strip List		$ (124,094)
	Total		$ 2,163,532

SAS Material per completed aircraft:

OH Lateral Absorber	P/N 76080-20501-043
Bifilar 5P	P/N 76107-08100-042
Float Kit	P/N 76016-02002-018

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

- ***AAG - Charter Time – Charter Time*** –Sikorsky shall provide to Buyer twenty (20) hours of S-76 charter time in the metropolitan New York area through Sikorsky's subsidiary, Associated Aircraft Group ("AAG"). The benefit of these services may be used by Buyer upon reasonable request, subject to AAG's standard terms and conditions of service, and will remain on account with AAG for two years after execution of this Agreement.

Action – Purchasing (R. Dunlap/G. Kalfayan)

Please inform Turbomeca that the following S76C++ aircraft s/n 760**655 658** with following Turbomeca Engines was sold to the following customer:

Air Ghislaine, Inc. *(Jet Aviation)*
1514 Perimeter Rd.
West Palm Beach, Fl. 33406
Mr. Larry Visoski

Aircraft S/N 760655- 658 with Turbomeca Engines **S/N TBD (LH)** and **S/N TBD (RH)**

The following commitments are specified in the S76C++ New Helicopter Sales Agreement (S76TD6167). The information specified in this PWA is only a highlight of the requirements. Please see the released Sales Agreement for more details regarding these commitments.

Action – Information Technologies (D. Blackmore)

- Create a MyCompletion Website, username and password for the customer listed on this PWA.
- Point of Contact (POC):
  - Mike Loschiavo – S76 Program Manager (203) 386-4536
  - Dan Dennis – Customer Service Manager (203) 416-4241
  - Howard Germon– Regional Sales (203) 267-7208

Action – M. Mariotti (should be charge to an expense P.O.)

- Place purchase order for (Six) 6 display models with Microwest, 1312 West Collins Ave Orange, CA 92867, (714) 771-2521. These models are to be painted in the customer unique paint scheme including customer registration number. Have the completed models shipped to SAC, attention Mike Loschiavo.
- Order customer gift certificate from GBG, The Corp Gift Source, 204 Spring Hill Road, Trumbull, CT 06611, (203) 459-4424 in the amount of $2,000.00, made out to **Attn: Mr. Larry Visoski**
- Order metal plaque from GBG, The Corp Gift Source, 204 Spring Hill Road, Trumbull, CT 06611, (203) 459-4424 -customer gift box. This plaque should state the following

  To commemorate the delivery of Aircraft S/N 760**655 658** Air Ghislaine, Inc on the specified delivery date.

Action – Engineering (T. McTaggart , Charlie Hayden)

IV - CONFIGURATION FINALIZATION

- ***Finalization Dates*** – The parties acknowledge that the Helicopter/Deluxe Executive Helicopter configuration set forth in Exhibit A is not yet finalized and therefore agree to finalize

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

the following portions of the configuration by not later than one hundred fifty (150) days from the Acceptance Date of this Agreement:

Aircraft System Specification
Interior General Arrangement
Audio Proposal
Interior Rendering Board
Aircraft Registration Number
Exterior Paint Rendering
Paint Scheme
Other

Action – G. Wall, D. Carew, T. Sandberg, P. Perschbacher

VII - HELICOPTER RELATED PROVISIONS

- ***Type Design and Production Approval*** –The Federal Aviation Administration ("FAA") has granted Sikorsky Type Certificate H1NE for the S-76C++. The Helicopter is manufactured in accordance with the U. S. Department of Transportation, FAA Regulation Part 21.

Action – Customer Service (K. Perry, C. Baker, T. Shield, D. McCory, M. Pavia):

V. *WARRANTIES*

- ***Warranties*** - Sikorsky's warranties and Buyer's remedies are set forth in Exhibit B Executive Helicopter Warranty (3 years or 1000 hours of operation after delivery of the Deluxe Executive Helicopter to Buyer, whichever occurs first).

VII - HELICOPTER RELATED PROVISIONS

- ***Publications*** – With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall furnish or offer to the Buyer certain publications under this paragraph for use by the Buyer and its contractors in operating and supporting the Deluxe Executive Helicopter. Sikorsky shall provide the Buyer with two paper copies of the Pilot's Flight Operating Manual and one copy each of the Sikorsky Maintenance Manual, Illustrated Parts Catalog, Wiring Manual, Engine Operating and Maintenance Manual and Engine Illustrated Parts Breakdown, and all revisions to each Sikorsky manual for three (3) years after delivery of each Deluxe Executive Helicopter at no additional cost to the Buyer. In addition, the Buyer may elect to receive S-76 Interactive Electronic Technical Manuals (IETMs) contained on one (1) CD-ROM computer disk and/or via Internet access from a Sikorsky-provided web site for accessing the information contained in the S-76 Maintenance Manual, Illustrated Parts Catalog and Airworthiness Limitations and Inspection Requirements Manuals (Chapters 4 and 5). The IETMs shall be subject to Sikorsky's standard IETM software license agreement terms. The Buyer also shall receive all revisions to the Sikorsky IETMs for three (3) years after delivery of

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

the Deluxe Executive Helicopter at no additional cost to the Buyer. In addition, Sikorsky shall provide one copy of the operational and maintenance manuals of options, system schematics for the Deluxe Executive Helicopter normally available from Sikorsky and aviation subcontractors.

- **Helotrac™** - With each Helicopter sold and delivered hereunder, Sikorsky shall make available to Buyer a one year subscription to this service.

VIII - TRAINING PROVISIONS

1. ***Training*** – With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall make available to three (3) Buyer pilots an S-76 initial pilot training course approximately ten (10) days in duration, consisting of a Visual Flight Rules ("VFR") transition segment and, as required, an Instrument Flight Rules ("IFR") transition segment. Each of the segments is programmed to provide emphasis on helicopter familiarization, classroom instruction on systems operation and instruction in both the S-76 Simulator and the S-76 Cockpit Trainer. In addition, each Buyer pilot will receive two and one half (2.5) hours of flight with an instructor pilot. Each Buyer pilot must have a current U.S. commercial helicopter certificate or equivalent, and for the IFR segment, each Buyer pilot must have a current commercial certificate helicopter instrument rating, or equivalent. All flight training shall be conducted on the Deluxe Executive Helicopter to be delivered hereunder, following acceptance by the Buyer and transfer of title to the Buyer.

2. ***Initial Maintenance or Electrical Training Services*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall make available to three (3) Buyer mechanics an initial S-76 maintenance training course approximately fifteen (15) days in duration or, at Buyer's option, an S-76 electrical training course approximately ten (10) days in duration. Either course includes inspection and maintenance troubleshooting and use of a maintenance trainer. Each mechanic must have background experience in one or more of the following categories: certified (by the FAA or by an equivalent airworthiness authority) airframe mechanic with one (1) year practical experience as a rated aircraft mechanic; one (1) year experience as an active mechanic on a commercial or military helicopter; or three (3) years general experience as a commercial or military aircraft mechanic.

3. ***Engine Training Services*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall make available to three (3)Buyer mechanics, an engine maintenance course at the engine manufacturer's facility. This course is approximately five (5) days in duration.

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

HELICOPTER CONFIGURATION

The following items of standard and optional equipment as described below, which have been selected by the Buyer, shall be installed on the Helicopter to be delivered under the Agreement.

Part 1:
BASELINE AIRCRAFT

Features of the S-76C++ Aircraft:

Dynamic System - Two Turbomeca Arriel 2S2 engines, and a four blade articulated main rotor system with dual controls.
Cockpit – An Integrated Instrument Display System (IIDS), with an easy to upgrade avionics package. There is a Bleed Air Heating Defogging system and dual windshield wipers. The Pilot and Copilot seats come with a five point Restraint system.
Cabin – A large cabin that can be configured for four different missions and a 38 cubic foot baggage compartment
Other – Retractable landing gear, and 281 gallons of usable fuel

Baseline Avionics Package Includes:

Collins Proline II: Dual Collins VHF 22A Comms and VIR 32 Navs, single ADF 462 ADF, TDR 90 Transponder, DME 42 DME with IND 42A Indicator, ALT 55B Radio Altimeter with Expanded Scale ALI 55A Indicator.
Honeywell EFIS/DAFCS: 4-Tube Honeywell EDZ 756 EFIS with 5" x 6" Indicators Displaying Airspeed, Altitude and Vertical Speed, Dual Litef AHRS, Dual Penny and Giles Air Data Computers, Dual Honeywell Digital SPZ 7600 Automatic Flight Control System, Altitude Alert.
Electrical: 28 Volt Electrical System with two 200 Amp Starter/Generators, 10 KVA AC Generator, Dual 375 VA Static Inverters, Avionics and EFIS Master Switches.
Audio: Dual dB Systems Audio control panels with ICS and VOX plus three maintenance jacks, one in the cabin and two in the baggage compartment. This also includes dual 45° pedestal mounted ICS foot switches, three David Clark Headsets, one six-foot walk-around cord and two 30-foot walk-around cords, Cabin PA/Chime System, and a Passenger Briefing System - PBS 250
Backup/Safety Systems: Enhanced Ground Proximity Warning System, Universal 120 CVR, 3" Backup Airspeed Indicator and Altimeter, ADI-335D Standby Attitude Indicator with Nav1/Nav2 Select, ELT 406-NHM w/ Satellite Frequency, Electric Door Locks – Cabin, Single Action Door Release, Cabin/Cockpit and FD DCPL Chime/Annunciator
Weather Related Systems: Wx Avoidance Radar - Primus 440, Windshield Washer System, Heated Glass Windshields, and Engine Inlet Barrier Filter

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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PART 2
DELUXE EXECUTIVE COMPLETION SERVICES

ADDITIONAL AVIONICS ITEMS

07025 **Delete PBS 250 Passenger Briefing System**
11002 **Radio Tuning Units - RTU 4200**
11028 **Dual - Mode S Transponders w/Diversity TDR 94D**
11037 **DME, 2nd - DME 42**
30061 **Cabin ICS**
30012 **Audio Jacks - Emergency** *(Std/Bose)*
30020 **Audio Jacks, Cockpit - Bose**
30093 **Cabin Call System**
31021 **Speakers - Door, Two**
32001 **Cellular Phone Base and Charger**
32024 **Satellite Communications System, AirCell ST 3100**
34053 **Nav/LRN Switch for ADI 335D**
34081 **Vertical Card Standby Compass**
35053 **FMS - Universal UNS 1F w/Go Around Switch wired to the Collective**
36044 **Lightning Strike Sensor - LSZ 860 w/LU 860**
36065 **Wx Avoidance Radar - Primus 880,** *exchange for Primus 440*
36102 **Multi-Function/Moving Map Display, Garmin AT MX-20**
36103 **Chart View Option for the Garmin AT MX-20**
36120 **Honeywell Multi Function Radar Display (MFRD) displays Radar, Flight Plan, & Checklists**
37011 **TCAS I System - CAS 66A**
37017 **TCAS Control Panel - CP 66B**
37025 **TCAS I TA/VSI Display, Dual -IVA 81A**

PAINTS & FINISHES

50002 **VIP Interior Paint Prep & Finish**
50012 **VIP Exterior Paint Preparation & Finish**

INTERIORS

63000 **Deluxe VIP Interior Group,** featuring: Silencer airframe isolated interior wall panel system, high performance airframe mounted secondary acoustic package, Ultraleather or Ultrasuede interior panel upholstery, ECS ducting, cockpit/cabin divider bulkhead with left hand and right hand sliding windows, leather seat upholstery, general cabin lighting, emergency cabin lighting, reading lights (8) and air outlets (8), cabin door threshold lighting, membrane switch panels to control cabin systems, tinted interior cabin windows, decorative plating in cabin, illuminated ordinance signs, emergency/informational signage, emergency exit signs, cabin

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

and cockpit carpet with spare, wood veneer/leather/decorative metal details, integral magazine racks on cabin doors, storage cabinet forward of raised fuel deck, seat maintenance covers, cabin floor runners, molded baggage compartment floor liner, Stain Guard Protection, Nut Plates fittings for all Opera Windows and Removal of unused tie down fittings.

63013 **Aft Facing Bench – ¾ Place**
63036 **Fwd Facing Divan – ¾ Place w/Fold Down Center Table and fold down Arm Rests**
63071 **Bulkhead Storage Compartment - Crew** *(Aft Facing Bench)*
63085 **Cabin Coat Hooks, Two**
63098 **Acoustic Noise Reduction - Bay Blanket Kit, Lightweight**

INTERIORS (Continued)

70016 **Sheepskin Seating - Crew Seats**
70052 **Seat Belt Extension**
72063 **Flight Manual Storage, LH Controls Closet**
76017 **Cabin Door Vents, Remove**
77034 **Single Action Door Release**

AIRCRAFT ITEMS

80001 **Boarding Step, Retractable - LH**
80002 **Boarding Step, Retractable -RH**
80082 **Engine Inlet Covers Storage** *(S-76C++)*
80086 **Maintenance Covers - Exterior**
80090 **Vertical Pylon Access Panels, CSN 76-207**
83001 **Annunciator - "FUEL X-FEED" ON**
83051 **Hydraulic Quick Disconnect Relocation**
83055 **Remove LH Accessory Drive - CSN 76-205**
83065 **Pulsed Electric Engine Chip Detector System, Eaton 1K7707**
84051 **C^4 Environmental System**
85001 **Annunciator - "Land LT ON"**
85002 **Annunciator - "Search LT ON"**
85012 **Gooseneck Map Lights**
85036 **Anti-Collision Light, Red - Bottom**
85051 **Landing Light - LH Main Gear**
85061 **Recognition Lights - Forward Facing**
85063 **Logo Lights**
85071 **Pulselight System**
85072 **Pulse Landing Lights**
85073 **Pulse Recognition Lights**
86001 **Approach Plate Holder, Lighted - Pilot**
86002 **Approach Plate Holder, Lighted - Copilot**

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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86016 Pencil Holder
86026 Sun Tint - Windshield
86050 Overhead Lateral Absorber
86052 Bifilar 5P
86054 Track and Balance Accelerometers Installed In Fuel Cell Extension
86060 Rotor Pedals Lube Kit
87001 Annunciator - "Pitot Heat" On
87002 Annunciator - "W/S Heat On"
88051 Floats Completion
88061 Single Pilot IFR
90001 Cabin reading light master ON/OFF switch in the cockpit
90002 Clear Coat Exterior Paint (over metallic)
90003 Replace exterior fairing/access panel hardware with stainless steel hardware
90004 Relocate reading lights from center cabin ceiling to above outboard passenger system
90005 Eight Bose headset jacks for use with the cabin ICS in the cabin (custom locations)
90006 Satcom System to be installed without the cockpit intercom capability (ref. code 32024)
90007 MX20 display to be installed on the right and the MFRD on the left
90008 Cell Phone interface in cabin to allow cell phone to be plugged in and communication enabled through cabin Bose headsets (ref. Headset Companion Audio Interface # 4149A, Sporty's Pilot Shop)
90009 Audio input jack in cabin for Ipod type device. Entertainment audio to be heard in all cabin Bose headsets. No other controls, volume controlled via iPod device
90010 Audio input jack in cockpit for Ipod type device. Entertainment audio to be heard in both cockpit Bose headsets only. No other controls, volume controlled vi

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

PROGRAM WORK AUTHORIZATION	RELEASE	REV NO	REV DATE	PWA NUMBER
	1/22/07	1	1/21/07	F006-S76-004
			PAGE	10 of 10

Strip List: **Removal of the baseline Production Aircraft parts listed below (for each aircraft) shall be accomplished under Sikorsky Quality Assurance supervision. The parts will be stored in a bonded storeroom and returned to Sikorsky Aircraft upon direction. These parts must be removed upon receipt of the aircraft at Keystone and before induction into the Part 145 operation. Component removals (Strip List) shall be performed per Sikorsky Aircraft Process Procedure PR: 03-02-087 - Baseline Production Aircraft**
Part(s) Removal.

CODE	Option Name	P/N	Owner	NOMENCLATURE	QTY	Stock LOC	Std Cost	Total Value
0725	PBS 250	Unknown		Passenger Briefer System	1			
		PBS250-1-55	AERO	Briefer Computer	1	3WPN	1,964.00	1,964.00
		PBS250-2-55	AERO	Briefing Controller	1	3WPN	893.86	893.86
0102	Standard Aircraft	76COL-51000-011		Baseline Interior Package				
		33776-52167-011	SAC	Marking Install				
		250-2 AC/3A	SAC	Exit Sign	2	P60N	79.36	158.72
		33776-52598-011	SAC	Curtain Install				
		33776-52598-041	SAC	Curtain Assy	1	P60N	256.00	256.00
		33776-57574-011	SAC	Ceiling Install				
		33776-57574-042	SAC	Duct Assy.	1	3STN	390.00	390.00
		33776-57574-045	SAC	Ceiling Panel Assy	1	P74N	7,763.02	7,763.02
	Ballast Weights	76500-00701-011	SAC	Ballast Install				
		33776-64732-104	SAC	Ballast	18	P60N	57.00	1,026.00
		76500-00701-041	SAC	Plate Assy	1	P60N	1,336.53	1,336.53
		33776-64732-103	SAC	Retainer	3	P60N	78.84	236.52
	Door Seals				4			
11002	(RTU) Radio Tuning Units							
		622-6521-015	AERO	NAV Control Head (CTL 32)	2	P74N	2,195.10	4,390.20
		622-6520-007	AERO	COMM Control Head (CTL 92)	2	P74N	2,195.10	4,390.20
		622-6523-203	AERO	Transponder Control Head (CTL 92	1	P74N	2,538.00	2,538.00
		622-6522-007	AERO	ADF Control Head	1	P74N	2,294.54	2,294.54
		33776-44352-045	AERO	Mounting Plates	3	P74N	193.47	580.41
11028	Dual Mode S XPNDR -TDR 94							
		622-1270-001	AERO	TDR-90 Transponder RT	1	P60N	6,733.80	6,733.80
		622-5211-003	AERO	TDR-90 Tray	1	3STN	0.00	0.00
		622-6590-002	AERO	CAD 62 Adapter	1	P60N	705.00	705.00
		653-9015-001	AERO	CAD 62 Adapter Tray	1	P60N	0.00	0.00
		622-6523-203	AERO	Transponder Control Head	1	P74N	2,538.00	2,538.00
34081	Vertical Card for Standby Compass							
		MS17983-4	AERO	Standby Compass	1	P60N	668.25	668.25
36065	Wx Avoidance/Search Radar - Primus 880							
		7021450-401	AERO	WU440 TRA	1	P74N	18,560.00	18,560.00
		7007700-104	AERO	Weather Radar Indicator	1	P74N	10,707.00	10,707.00
36120	Honeywell Multi Function Radar Display (MFRD							
		7007700-104	AERO	Weather Radar Indicator	1	P74N	10,707.00	10,707.00
84051	C4 Environmental System							
		76500-07050-018	AERO	Heat Vent Install				
		SS49TA824-4D16V	AERO	Restrictor	1	P60N	0.00	0.00
		129580-2	AERO	Duct Tee	1	P60N	1,359.00	1,359.00
		129632-1	AERO	Sensor	1	P74N	7,670.00	7,670.00
		3166037-1	AERO	Tee Assy	1	P74N	0.00	0.00
		3166037-4	AERO	Tee	1	P74N	0.00	0.00
		3214102-2	AERO	Pressure Transducer	1	P74N	600.00	600.00
		33776-54210-041	AERO	Suppressor	1	3STN	10,407.23	10,407.23
		76306-07004-578	AERO	Tube Assy	1	P74N	0.00	0.00
		76306-07004-080	AERO	Tube	3	P74N	0.00	0.00
		76307-03006-047	AERO	Tube	1	P74N	66.64	66.64
		76307-03006-071	AERO	Tube	1	P74N	86.26	86.26
		76307-03006-072	AERO	Tube	1	P74N	68.55	68.55
		76450-01043-011	AERO	Panel Install				
		76450-01042-041	AERO	Panel Assy	1	P74N	1,919.38	1,919.38
		76500-07075-042	AERO	Adapter Assy	2	P74N	181.07	362.14
		76500-07901-103	AERO	Blower	1	P60N	6,167.00	6,167.00
		76500-07905-103	AERO	Suppressor	1	P74N	7,814.00	7,814.00
		76500-07050-019	AERO	Heat Vent Install				
		76306-07004-057	AERO	Tube Assy	1	P74N	42.63	42.63
		76306-07004-068	AERO	Tube Assy	1	P74N	57.31	57.31
		76307-03006-049	AERO	Tube Assy	1	P74N	70.63	70.63
		76307-03006-082	AERO	Tube Assy	1	P74N	51.82	51.82
		76307-03006-083	AERO	Tube Assy	1	P74N	76.67	76.67
		76307-03006-084	AERO	Tube Assy	1	P74N	63.40	63.40
		76500-07054-043	AERO	Duct Assy	1	P79N	0.00	0.00
		76500-07068-042	AERO	Adapter Assy	1	P74N	200.14	200.14
		76500-07900-104	AERO	Valve	1	P74N	5,613.00	5,613.00
		76500-07068-102	AERO	Adapter	1	P60N	890.00	890.00
		76212-03004-044	AERO	Heat Duct Assy	1	P74N	987.00	987.00
		76212-03004-043	SAC	Heat Plenum	1	P74N	0.00	0.00
		76212-01016-101	AERO	Cockpit Defrost Duct	1	P74N	0.00	0.00
		76212-03005-101	AERO	Cockpit Defrost Duct	1	P74N	0.00	0.00
		76212-03004-051	AERO	Duct Assy. Upper U/H	1	P74N	1,029.00	1,029.00
		76212-03004-042	SAC	Duct Assy	1	P74N	0.00	0.00
		76212-03004-041	SAC	Duct Assy	1	P74N	0.00	0.00
		76500-07512-042	SAC	Assy	1	P04N	0.00	0.00
		33776-64058-019	AERO	ICS Install				
		33776-64058-041	AERO	Switch Box Assy. LH	1	P64N	0.00	0.00
		33776-84625-011/-012	H.S.I.	NACA Door Vents (Removal)				
		1482-03	SAC/PSC	LH NACA Duct Valve Assy	1	3WPN	0.00	0.00
		1482-04	SAC/PSC	RH NACA Duct Valve Assy	1	3WPN	0.00	0.00
		76207-01136-101	AERO	Panel	4	P60N	PAPO	PAPO
		1613-01	AERO	Vent Panel Assy	1	3STN	PAPO	PAPO
		1613-02	AERO	Vent Panel Assy	1	3STN	PAPO	PAPO
		82405	AERO	Diffuser	4	3STN	120.95	483.80
85012	Gooseneck Map Lights (EX)							
		15-0007-127	AERO	Grimes Utility Lights	2	P74N	567.63	1,135.26
							Total	124,093.91

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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PROGRAM WORK AUTHORIZATION	RELEASE	REV NO	REV DATE	PWA NUMBER
	5/23/06			F006-S76-004
			PAGE	1 of 10

STANDARD DISTRIBUTION	PROGRAM NAME		B.D.M. NO.
	S76		
	CONTRACT NUMBER		C.W.A. NO.
	S76TD6167		
	CONTRACT DATE	THROUGH CONTRACT AMENDMENT	
THIS INFORMATION IS COMPANY PRIVATE.	4/13/06		

SUBJECT Completion of S-76C++ Aircraft 760655 Air Ghislaine, Inc.

STATEMENT OF WORK (SCOPE & SCHEDULE)					
MODEL:	S76C++				
SPEC / REV:					
SERIAL NUMBER:	655				
SIKORSKY ACCEPTANCE:					
SCHEDULED PRESENTATION DATE:	Apr 2007				
SCHEDULED PRESENTATION DATE COMPLETION SERVICES:	Sep 2007				

DETAIL WORK DESCRIPTION ATTACHED: Release aircraft **760655** the Keystone Completion Center.

Revision		Change Explanation			
Number	Notes	Schedule	Budget	Configuration	Other
0	Release. Contract Details	X	X	X	X
Period of Performance:	April, 2006 thru October, 2007				

APPROVALS & ENDORSEMENTS					
	Name	Date		Name	Date
Program Manager	M. Lecchiavo	5/23/06	Finance	W. Schlenk	5/23/06

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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EFTA02727595

PROGRAM WORK AUTHORIZATION	RELEASE	REV NO	REV DATE	PWA NUMBER
	5/23/06			F006-S76-004
			PAGE	2 of 10

Statement of Work:

This PWA authorizes the design, planning, procurement, and construction of Executive Trop configuration at the Keystone S-76 Completion Center. This PWA authorizes Purchasing to direct Keystone to complete the aircraft under Purchase Order from Sikorsky. The following are the specific actions authorized under this PWA:

Purchase Order Instructions:

Purchasing is to issue Purchase Order authorization to Keystone to commence design, planning, and completion for the aircraft listed in the cover page and the configuration shown here in, with additional responsibilities as defined in the Sikorsky-Keystone Completion Center agreement.

Total Budget:

WBS (S/N: 655)	Description	Hrs	Total
AC-S04.1.01.0A	Pre-Ticket Flight Test and Support	140	$ 30,470
AC-S04.1.01.1B	ACB	40	$ 4,066
AC-S04.1.01.1C	Engineering- Avionics	313	$ 33,029
AC-S04.1.01.1D	Engineering-Interiors	315	$ 34,397
AC-S04.1.01.1E	Engineering-Flight Sciences	100	$ 10,164
AC-S04.1.01.2A	Keystone Completion		$ 1,754,803
AC-S04.1.01.2B	SAS Materials-Completion		$ 95,119
AC-S04.1.01.3A	Technical Publications		$ 15,758
AC-S04.1.01.4A	FSI Standard Training		$ 59,604
AC-S04.1.01.4C	Additional Training-1 pilot 1 mechanic		$ 36,855
AC-S04.1.01.6A	Customer Gift Certificate		$ 2,000
AC-S04.1.01.6D	AAG SUPPORT (20 HRS)		$ 100,980
AC-S04.1.01.6E	Management Reserve		$ 50,000
AC-S04.1.01.6H	Helotrac		$ 10,455
AC-S04.1.01.8A	Extended Warranty		$ 49,928
AC-S04.1.01.9A	Strip List		$ (124,094)
	Total		$ 2,163,532

SAS Material per completed aircraft:

OH Lateral Absorber	P/N 76080-20501-043
Bifilar 5P	P/N 76107-08100-042
Float Kit	P/N 76016-02002-018

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

- ***AAG - Charter Time – Charter Time*** –Sikorsky shall provide to Buyer twenty (20) hours of S-76 charter time in the metropolitan New York area through Sikorsky's subsidiary, Associated Aircraft Group ("AAG"). The benefit of these services may be used by Buyer upon reasonable request, subject to AAG's standard terms and conditions of service, and will remain on account with AAG for two years after execution of this Agreement.

Action – Purchasing (R. Dunlap/G. Kalfayan)

Please inform Turbomeca that the following S76C++ aircraft s/n 760**655** with following Turbomeca Engines was sold to the following customer:

Air Ghislaine, Inc. *(Jet Aviation)*
1514 Perimeter Rd.
West Palm Beach, Fl. 33406
Mr. Larry Visoski

Aircraft S/N 760655 with Turbomeca Engines **S/N TBD (LH)** and **S/N TBD (RH)**

The following commitments are specified in the S76C++ New Helicopter Sales Agreement (S76TD6167). The information specified in this PWA is only a highlight of the requirements. Please see the released Sales Agreement for more details regarding these commitments.

Action – Information Technologies (D. Blackmore)

- Create a MyCompletion Website, username and password for the customer listed on this PWA.
- Point of Contact (POC):
  - Mike Loschiavo – S76 Program Manager (203) 386-4536
  - Dan Dennis – Customer Service Manager (203) 416-4241
  - Howard Germon– Regional Sales (203) 267-7208

Action – M. Mariotti (should be charge to an expense P.O.)

- Place purchase order for (Six) 6 display models with Microwest, 1312 West Collins Ave Orange, CA 92867, (714) 771-2521. These models are to be painted in the customer unique paint scheme including customer registration number. Have the completed models shipped to SAC, attention Mike Loschiavo.
- Order customer gift certificate from GBG, The Corp Gift Source, 204 Spring Hill Road, Trumbull, CT 06611, (203) 459-4424 in the amount of $2,000.00, made out to **Attn: Mr. Larry Visoski**
- Order metal plaque from GBG, The Corp Gift Source, 204 Spring Hill Road, Trumbull, CT 06611, (203) 459-4424 -customer gift box. This plaque should state the following

  To commemorate the delivery of Aircraft S/N 760**655** Air Ghislaine, Inc on the specified delivery date.

Action – Engineering (T. McTaggart , Charlie Hayden)

IV - CONFIGURATION FINALIZATION

- ***Finalization Dates*** – The parties acknowledge that the Helicopter/Deluxe Executive Helicopter configuration set forth in Exhibit A is not yet finalized and therefore agree to finalize

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

the following portions of the configuration by not later than one hundred fifty (150) days from the Acceptance Date of this Agreement:

Aircraft System Specification
Interior General Arrangement
Audio Proposal
Interior Rendering Board
Aircraft Registration Number
Exterior Paint Rendering
Paint Scheme
Other

Action – G. Wall, D. Carew, T. Sandberg, P. Perschbacher

VII - HELICOPTER RELATED PROVISIONS

- ***Type Design and Production Approval*** –The Federal Aviation Administration ("FAA") has granted Sikorsky Type Certificate H1NE for the S-76C++. The Helicopter is manufactured in accordance with the U. S. Department of Transportation, FAA Regulation Part 21.

Action – Customer Service (K. Perry, C. Baker, T. Shield, D. McCory, M. Pavia):

V. *WARRANTIES*

- ***Warranties*** - Sikorsky's warranties and Buyer's remedies are set forth in Exhibit B Executive Helicopter Warranty (3 years or 1000 hours of operation after delivery of the Deluxe Executive Helicopter to Buyer, whichever occurs first).

VII - HELICOPTER RELATED PROVISIONS

- ***Publications*** – With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall furnish or offer to the Buyer certain publications under this paragraph for use by the Buyer and its contractors in operating and supporting the Deluxe Executive Helicopter. Sikorsky shall provide the Buyer with two paper copies of the Pilot's Flight Operating Manual and one copy each of the Sikorsky Maintenance Manual, Illustrated Parts Catalog, Wiring Manual, Engine Operating and Maintenance Manual and Engine Illustrated Parts Breakdown, and all revisions to each Sikorsky manual for three (3) years after delivery of each Deluxe Executive Helicopter at no additional cost to the Buyer. In addition, the Buyer may elect to receive S-76 Interactive Electronic Technical Manuals (IETMs) contained on one (1) CD-ROM computer disk and/or via Internet access from a Sikorsky-provided web site for accessing the information contained in the S-76 Maintenance Manual, Illustrated Parts Catalog and Airworthiness Limitations and Inspection Requirements Manuals (Chapters 4 and 5). The IETMs shall be subject to Sikorsky's standard IETM software license agreement terms. The Buyer also shall receive all revisions to the Sikorsky IETMs for three (3) years after delivery of

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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the Deluxe Executive Helicopter at no additional cost to the Buyer. In addition, Sikorsky shall provide one copy of the operational and maintenance manuals of options, system schematics for the Deluxe Executive Helicopter normally available from Sikorsky and aviation subcontractors.

- **Helotrac™** - With each Helicopter sold and delivered hereunder, Sikorsky shall make available to Buyer a one year subscription to this service.

VIII - TRAINING PROVISIONS

1. ***Training*** – With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall make available to three (3) Buyer pilots an S-76 initial pilot training course approximately ten (10) days in duration, consisting of a Visual Flight Rules ("VFR") transition segment and, as required, an Instrument Flight Rules ("IFR") transition segment. Each of the segments is programmed to provide emphasis on helicopter familiarization, classroom instruction on systems operation and instruction in both the S-76 Simulator and the S-76 Cockpit Trainer. In addition, each Buyer pilot will receive two and one half (2.5) hours of flight with an instructor pilot. Each Buyer pilot must have a current U.S. commercial helicopter certificate or equivalent, and for the IFR segment, each Buyer pilot must have a current commercial certificate helicopter instrument rating, or equivalent. All flight training shall be conducted on the Deluxe Executive Helicopter to be delivered hereunder, following acceptance by the Buyer and transfer of title to the Buyer.

2. ***Initial Maintenance or Electrical Training Services*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall make available to three (3) Buyer mechanics an initial S-76 maintenance training course approximately fifteen (15) days in duration or, at Buyer's option, an S-76 electrical training course approximately ten (10) days in duration. Either course includes inspection and maintenance troubleshooting and use of a maintenance trainer. Each mechanic must have background experience in one or more of the following categories: certified (by the FAA or by an equivalent airworthiness authority) airframe mechanic with one (1) year practical experience as a rated aircraft mechanic; one (1) year experience as an active mechanic on a commercial or military helicopter; or three (3) years general experience as a commercial or military aircraft mechanic.

3. ***Engine Training Services*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall make available to three (3)Buyer mechanics, an engine maintenance course at the engine manufacturer's facility. This course is approximately five (5) days in duration.

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

HELICOPTER CONFIGURATION

The following items of standard and optional equipment as described below, which have been selected by the Buyer, shall be installed on the Helicopter to be delivered under the Agreement.

Part 1:
BASELINE AIRCRAFT

Features of the S-76C++ Aircraft:

Dynamic System - Two Turbomeca Arriel 2S2 engines, and a four blade articulated main rotor system with dual controls.
Cockpit – An Integrated Instrument Display System (IIDS), with an easy to upgrade avionics package. There is a Bleed Air Heating Defogging system and dual windshield wipers. The Pilot and Copilot seats come with a five point Restraint system.
Cabin – A large cabin that can be configured for four different missions and a 38 cubic foot baggage compartment
Other – Retractable landing gear, and 281 gallons of usable fuel

Baseline Avionics Package Includes:

Collins Proline II: Dual Collins VHF 22A Comms and VIR 32 Navs, single ADF 462 ADF, TDR 90 Transponder, DME 42 DME with IND 42A Indicator, ALT 55B Radio Altimeter with Expanded Scale ALI 55A Indicator.
Honeywell EFIS/DAFCS: 4-Tube Honeywell EDZ 756 EFIS with 5" x 6" Indicators Displaying Airspeed, Altitude and Vertical Speed, Dual Litef AHRS, Dual Penny and Giles Air Data Computers, Dual Honeywell Digital SPZ 7600 Automatic Flight Control System, Altitude Alert.
Electrical: 28 Volt Electrical System with two 200 Amp Starter/Generators, 10 KVA AC Generator, Dual 375 VA Static Inverters, Avionics and EFIS Master Switches.
Audio: Dual dB Systems Audio control panels with ICS and VOX plus three maintenance jacks, one in the cabin and two in the baggage compartment. This also includes dual 45° pedestal mounted ICS foot switches, three David Clark Headsets, one six-foot walk-around cord and two 30-foot walk-around cords, Cabin PA/Chime System, and a Passenger Briefing System - PBS 250
Backup/Safety Systems: Enhanced Ground Proximity Warning System, Universal 120 CVR, 3" Backup Airspeed Indicator and Altimeter, ADI-335D Standby Attitude Indicator with Nav1/Nav2 Select, ELT 406-NHM w/ Satellite Frequency, Electric Door Locks – Cabin, Single Action Door Release, Cabin/Cockpit and FD DCPL Chime/Annunciator
Weather Related Systems: Wx Avoidance Radar - Primus 440, Windshield Washer System, Heated Glass Windshields, and Engine Inlet Barrier Filter

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

PART 2
DELUXE EXECUTIVE COMPLETION SERVICES

ADDITIONAL AVIONICS ITEMS

07025 **Delete PBS 250 Passenger Briefing System**
11002 **Radio Tuning Units - RTU 4200**
11028 **Dual - Mode S Transponders w/Diversity TDR 94D**
11037 **DME, 2nd - DME 42**
30061 **Cabin ICS**
30012 **Audio Jacks - Emergency** *(Std/Bose)*
30020 **Audio Jacks, Cockpit - Bose**
30093 **Cabin Call System**
31021 **Speakers - Door, Two**
32001 **Cellular Phone Base and Charger**
32024 **Satellite Communications System, AirCell ST 3100**
34053 **Nav/LRN Switch for ADI 335D**
34081 **Vertical Card Standby Compass**
35053 **FMS - Universal UNS 1F w/Go Around Switch wired to the Collective**
36044 **Lightning Strike Sensor - LSZ 860 w/LU 860**
36065 **Wx Avoidance Radar - Primus 880,** *exchange for Primus 440*
36102 **Multi-Function/Moving Map Display, Garmin AT MX-20**
36103 **Chart View Option for the Garmin AT MX-20**
36120 **Honeywell Multi Function Radar Display (MFRD) displays Radar, Flight Plan, & Checklists**
37011 **TCAS I System - CAS 66A**
37017 **TCAS Control Panel - CP 66B**
37025 **TCAS I TA/VSI Display, Dual -IVA 81A**

PAINTS & FINISHES

50002 **VIP Interior Paint Prep & Finish**
50012 **VIP Exterior Paint Preparation & Finish**

INTERIORS

63000 **Deluxe VIP Interior Group,** featuring: Silencer airframe isolated interior wall panel system, high performance airframe mounted secondary acoustic package, Ultraleather or Ultrasuede interior panel upholstery, ECS ducting, cockpit/cabin divider bulkhead with left hand and right hand sliding windows, leather seat upholstery, general cabin lighting, emergency cabin lighting, reading lights (8) and air outlets (8), cabin door threshold lighting, membrane switch panels to control cabin systems, tinted interior cabin windows, decorative plating in cabin,

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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illuminated ordinance signs, emergency/informational signage, emergency exit signs, cabin and cockpit carpet with spare, wood veneer/leather/decorative metal details, integral magazine racks on cabin doors, storage cabinet forward of raised fuel deck, seat maintenance covers, cabin floor runners, molded baggage compartment floor liner, Stain Guard Protection, Nut Plates fittings for all Opera Windows and Removal of unused tie down fittings.

63013 **Aft Facing Bench – ¾ Place**
63036 **Fwd Facing Divan – ¾ Place w/Fold Down Center Table and fold down Arm Rests**
63071 **Bulkhead Storage Compartment - Crew** *(Aft Facing Bench)*
63085 **Cabin Coat Hooks, Two**
63098 **Acoustic Noise Reduction - Bay Blanket Kit, Lightweight**

INTERIORS (Continued)

70016 **Sheepskin Seating - Crew Seats**
70052 **Seat Belt Extension**
72063 **Flight Manual Storage, LH Controls Closet**
76017 **Cabin Door Vents, Remove**
77034 **Single Action Door Release**

AIRCRAFT ITEMS

80001 **Boarding Step, Retractable - LH**
80002 **Boarding Step, Retractable -RH**
80082 **Engine Inlet Covers Storage** *(S-76C++)*
80086 **Maintenance Covers - Exterior**
80090 **Vertical Pylon Access Panels, CSN 76-207**
83001 **Annunciator - "FUEL X-FEED" ON**
83051 **Hydraulic Quick Disconnect Relocation**
83055 **Remove LH Accessory Drive - CSN 76-205**
83065 **Pulsed Electric Engine Chip Detector System, Eaton 1K7707**
84051 **C^4 Environmental System**
85001 **Annunciator - "Land LT ON"**
85002 **Annunciator - "Search LT ON"**
85012 **Gooseneck Map Lights**
85036 **Anti-Collision Light, Red - Bottom**
85051 **Landing Light - LH Main Gear**
85061 **Recognition Lights - Forward Facing**
85063 **Logo Lights**
85071 **Pulselight System**
85072 **Pulse Landing Lights**
85073 **Pulse Recognition Lights**
86001 **Approach Plate Holder, Lighted - Pilot**

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

86002 Approach Plate Holder, Lighted - Copilot
86016 Pencil Holder
86026 Sun Tint - Windshield
86050 Overhead Lateral Absorber
86052 Bifilar 5P
86054 Track and Balance Accelerometers Installed in Fuel Cell Extension
86060 Rotor Pedals Lube Kit
87001 Annunciator - "Pitot Heat" On
87002 Annunciator - "W/S Heat On"
88051 Floats Completion
88061 Single Pilot IFR
90001 Cabin reading light master ON/OFF switch in the cockpit
90002 Clear Coat Exterior Paint (over metallic)
90003 Replace exterior fairing/access panel hardware with stainless steel hardware
90004 Relocate reading lights from center cabin ceiling to above outboard passenger system
90005 Eight Bose headset jacks for use with the cabin ICS in the cabin (custom locations)
90006 Satcom System to be installed without the cockpit intercom capability (ref. code 32024)
90007 MX20 display to be installed on the right and the MFRD on the left
90008 Cell Phone interface in cabin to allow cell phone to be plugged in and communication enabled through cabin Bose headsets (ref. Headset Companion Audio Interface # 4149A, Sporty's Pilot Shop)
90009 Audio input jack in cabin for Ipod type device. Entertainment audio to be heard in all cabin Bose headsets. No other controls, volume controlled via iPod device
90010 Audio input jack in cockpit for Ipod type device. Entertainment audio to be heard in both cockpit Bose headsets only. No other controls, volume controlled vi

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

PROGRAM WORK AUTHORIZATION	RELEASE	REV NO	REV DATE	PWA NUMBER
	5/23/06			F006-S76-004
			PAGE	10 of 10

Strip List: **Removal of the baseline Production Aircraft parts listed below (for each aircraft) shall be accomplished under Sikorsky Quality Assurance supervision. The parts will be stored in a bonded storeroom and returned to Sikorsky Aircraft upon direction. These parts must be removed upon receipt of the aircraft at Keystone and before induction into the Part 145 operation. Component removals (Strip List) shall be performed per Sikorsky Aircraft Process Procedure PR: 03-02-087 - Baseline Production Aircraft**
Part(s) Removal.

CODE	Option Name	P/N	Owner	NOMENCLATURE	QTY	Stock LOC	Std Cost	Total Value
0725	PBS 250	Unknown		Passenger Briefer System	1			
		PBS250-1-85	AERO	Briefer Computer	1	3WPN	1,964.00	1,964.00
		PBS250-2-85	AERO	Briefing Controller	1	3WPN	893.86	893.86
0102	Standard Aircraft	76COL-51000-011		Baseline Interior Package				
		33776-52167-011	SAC	Marking Install				
		250-2 AC/3A	SAC	Exit Sign	2	P60N	79.36	158.72
		33776-52598-011	SAC	Curtain Install				
		33776-52598-041	SAC	Curtain Assy	1	P60N	256.00	256.00
		33776-57574-011	SAC	Ceiling Install				
		33776-57574-042	SAC	Duct Assy	1	3STN	390.00	390.00
		33776-57574-045	SAC	Ceiling Panel Assy	1	P74N	7,763.02	7,763.02
	Ballast Weights	76500-00701-011	SAC	Ballast Install				
		33776-64732-104	SAC	Ballast	18	P60N	57.00	1,026.00
		76500-00701-041	SAC	Plate Assy	1	P60N	1,336.53	1,336.53
		33776-64732-103	SAC	Retainer	3	P60N	78.84	236.52
	Door Seals				4			
11002	(RTU) Radio Tuning Units							
		622-6521-015	AERO	NAV Control Head (CTL 32)	2	P74N	2,195.10	4,390.20
		622-6520-007	AERO	COMM Control Head (CTL 92)	2	P74N	2,195.10	4,390.20
		622-6523-203	AERO	Transponder Control Head (CTL 9	1	P74N	2,538.00	2,538.00
		622-6522-007	AERO	ADF Control Head	1	P74N	2,294.54	2,294.54
		33776-44352-045	AERO	Mounting Plates	3	P74N	193.47	580.41
11028	Dual Mode S XPNDR -TDR 94							
		622-1270-001	AERO	TDR-90 Transponder RT	1	P60N	6,733.80	6,733.80
		622-5211-003	AERO	TDR-90 Tray	1	3STN	0.00	0.00
		622-6590-002	AERO	CAD 62 Adapter	1	P60N	705.00	705.00
		653-9015-001	AERO	CAD 62 Adapter Tray	1	P60N	0.00	0.00
		622-6523-203	AERO	Transponder Control Head	1	P74N	2,538.00	2,538.00
34081	Vertical Card for Standby Compass							
		MS17983-4	AERO	Standby Compass	1	P60N	668.25	668.25
36065	Wx Avoidance/Search Radar - Primus 880							
		7021450-401	AERO	WU440 TRA	1	P74N	18,560.00	18,560.00
		7007700-104	AERO	Weather Radar Indicator	1	P74N	10,707.00	10,707.00
36120	Honeywell Multi Function Radar Display (MFRD							
		7007700-104	AERO	Weather Radar Indicator	1	P74N	10,707.00	10,707.00
84051	C4 Environmental System							
		76500-07050-018	AERO	Heat Vent Install				
		55491A824-4D16V	AERO	Restrictor	1	P60N	0.00	0.00
		129580-2	AERO	Duct Tee	1	P60N	1,359.00	1,359.00
		129632-1	AERO	Sensor	1	P74N	7,670.00	7,670.00
		3166037-1	AERO	Tee Assy	1	P74N	0.00	0.00
		3166037-4	AERO	Tee	1	P74N	0.00	0.00
		3214102-2	AERO	Pressure Transducer	1	P74N	600.00	600.00
		33776-54210-041	AERO	Suppressor	1	3STN	10,407.23	10,407.23
		76306-07004-578	AERO	Tube Assy	1	P74N	0.00	0.00
		76306-07004-060	AERO	Tube	3	P74N	0.00	0.00
		76307-03006-047	AERO	Tube	1	P74N	66.64	66.64
		76307-03006-071	AERO	Tube	1	P74N	86.26	86.26
		76307-03006-072	AERO	Tube	1	P74N	68.55	68.55
		76450-01043-011	AERO	Panel Install				
		76450-01042-041	AERO	Panel Assy	1	P74N	1,919.38	1,919.38
		76500-07075-042	AERO	Adapter Assy	2	P74N	181.07	362.14
		76500-07901-103	AERO	Blower	1	P60N	6,167.00	6,167.00
		76500-07905-103	AERO	Suppressor	1	P74N	7,814.00	7,814.00
		76500-07050-019	AERO	Heat Vent Install				
		76306-07004-057	AERO	Tube Assy	1	P74N	42.63	42.63
		76306-07004-058	AERO	Tube Assy	1	P74N	57.31	57.31
		76307-03006-049	AERO	Tube Assy	1	P74N	70.63	70.63
		76307-03006-082	AERO	Tube Assy	1	P74N	51.82	51.82
		76307-03006-083	AERO	Tube Assy	1	P74N	76.67	76.67
		76307-03006-084	AERO	Tube Assy	1	P74N	63.40	63.40
		76500-07054-043	AERO	Duct Assy	1	P79N	0.00	0.00
		76500-07068-042	AERO	Adapter Assy	1	P74N	200.14	200.14
		76500-07900-104	AERO	Valve	1	P74N	5,613.00	5,613.00
		76500-07068-102	AERO	Adapter	1	P60N	890.00	890.00
		76212-03004-044	AERO	Heat Duct Assy	1	P74N	987.00	987.00
		76212-03004-043	SAC	Heat Plenum	1	P74N	0.00	0.00
		76212-01016-101	AERO	Cockpit Defrost Duct	1	P74N	0.00	0.00
		76212-03005-101	AERO	Cockpit Defrost Duct	1	P74N	0.00	0.00
		76212-03004-051	AERO	Duct Assy. Upper L/H	1	P74N	1,029.00	1,029.00
		76212-03004-042	SAC	Duct Assy	1	P74N	0.00	0.00
		76212-03004-041	SAC	Duct Assy	1	P74N	0.00	0.00
		76500-07512-042	SAC	Assy	1	P04N	0.00	0.00
		33776-64058-019	AERO	ICS Install				
		33776-64058-041	AERO	Switch Box Assy, LH	1	P64N	0.00	0.00
		33776-84625-011/-012	H.S.I.	NACA Door Vents (Removal)				
		1482-03	SAC/PSC	LH NACA Duct Valve Assy	1	3WPN	0.00	0.00
		1482-04	SAC/PSC	RH NACA Duct Valve Assy	1	3WPN	0.00	0.00
		76207-01136-101	AERO	Panel	4	P60N	PAPO	PAPO
		1613-01	AERO	Vent Panel Assy	1	3STN	PAPO	PAPO
		1613-02	AERO	Vent Panel Assy	1	3STN	PAPO	PAPO
		82405	AERO	Diffuser	4	3STN	120.95	483.80
85012	Gooseneck Map Lights (EX)							
		15-0007-127	AERO	Grimes Utility Lights	2	P74N	567.63	1,135.26
							Total	124,093.91

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Sikorsky
A United Technologies Company

Sikorsky Aircraft Corporation
6900 Main Street • P.O. Box 9729
Stratford, Connecticut 06614-9129
PM-121407-001

December 31, 2007

Mr. Darren K. Indyke
Air Ghislaine, Inc.
The Villard House
457 Madison Avenue
New York, NY 10022

Attention: Mr. Darren K. Indyke

RE: Delivery of Sikorsky S-76C++ Helicopters Serial Number 760667 pursuant to Sales Agreement S76TD6167 dated March 31, 2006.

Dear Mr. Indyke:

Your new S-76C++ helicopter is nearing completion of flight acceptance by Keystone Helicopter. The aircraft will be ready on or about Monday, January 7, 2008 for title transfer. The following closing documents are provided for your review and signature prior to that day:

1. **Sikorsky Invoice (RMS 156456C)** attached "Request for Material Shipment" (RMS) is a company document that establishes the shipment to a customer of inventory at a defined value. This document shows a payment of US $952,825.00 for this aircraft calculated as follows:

Helicopter Price	$10,365,650.00
Less Advance Payment	($2,060,000.00)
Less Interim Payment	($7,352,825.00)
Total Due (at completion services)	**$952,825.00**

The final payment should be made by wire transfer to Sikorsky's Account 57-56685 ABA No. 021-000021 SWIFT: CHASUS33 at JP Morgan Chase, 1 Chase Tower, Chicago, Illinois 60670. This invoice will be provided by Sikorsky at the closing, signed by Sikorsky in the designated places; and signed by your authorized representative.

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

2. **Helicopter Inspection and Acceptance Certificate** -- A copy is enclosed for your review. Typically, you or the designated representative accepts the aircraft signs this document prior to the closing.

3. **Authorized Representative Appointment Letter** - Should you plan to have a designated representative with your authorization sign the above documents, please furnish us, with a delegation letter similar to the enclosed sample.

Thank you for your assistance, and please do not hesitate to call me at (203) 386-5558 if you have any questions.

Very truly yours,

Sikorsky Aircraft Corporation

Christopher R. Shurkus
S76 Program Manager

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

RMS No. 156456C

Sikorsky Aircraft Corporation
6900 Main Street - P.O. Box 9729
Stratford, Connecticut 06615-9129
(203) 386-4000
Sales Agreement S76TD6167 dated March 31, 2006 as amended

SHIP TO:
Fly-away

SOLD TO:
Air Ghislaine, Inc.
The Villard House
457 Madison Avenue
New York, NY 10022

INVOICE NO.:
INVOICE DATE:
OUR ORDER NO.:
PA NO.:
DATE SHIPPED:
B/L NO.:
SHIPPED VIA: Flyaway from Keystone Helicopter, PA
SHIPPED FROM: Keystone Helicopter, Coatesville, PA
F.O.B.: Keystone Helicopter, Coatesville, PA USA
SHEET NO. 1 of 2

TERMS: PER CONTACT

ITEM	QUANTITY SHIPPED DOLLARS	PART NO.	DESCRIPTION	QUANTITY BILLED	UNIT BALANCE	AMOUNTS IN U.S.
1			Sikorsky S-76C++ Helicopter		AMOUNT:	US$ 10,365,650
					DEPOSIT PAID	(2,060,000)
					ADVANCE PAID	(7,352,825)
			Sikorsky Model S-76C++ Helicopter, with Turbomeca Arriel 2S2 Engines. Aircraft Serial No. 760667 - Registration No. N908GM in accordance with Sikorsky Aircraft Detail Specification SRS-760024 Revision 0 dated 9/94. The two Turbomeca Engines installed are serial numbers 42117 and 42118 along with additional equipment as described in Exhibit A to the Sales Agreement.		Completion Services	US$ 952,825
					Credit	US$ (75,000)
					Withhold	US$ (100,000)
					Subject to Deposit reconciliation	US$ (100,000)
					Total Due	US$ 677,825
					AMOUNT RECEIVED:	$677,825

Signature [signature] Date 12/31/07

Payment may be remitted by wire transfer to JP Morgan Chase, 1 Chase Tower Chicago, Illinois 60670 Account #57-56685, ABA No. 021-000021 SWIFT:CHASUS33.

THANK YOU

THIS AIRCRAFT MATERIAL HAS BEEN INSPECTED TO SIKORSKY AIRCRAFT QUALITY CONTROLS STANDARDS AS APPROVED UNDER THE FEDERAL AVIATION ADMINISTRATION REQUIREMENTS FOR COMMERCIAL AIRCRAFT AND MIL Q-9858A FOR UNITED STATES MILITARY AIRCRAFT AND IS IN ACCORDANCE WITH APPLICABLE CONTRACTUAL REQUIREMENTS, ANY ITEMS HEREON WHICH APPEAR ON THE U.S. FEDERAL AVIATION ADMINISTRATION DRAWING LIST WERE MANUFACTURED UNDER FEDERAL AVIATION AGENCY PRODUCTION CERTIFICATE NO. 105.

SPECIAL MARKINGS
THIS COMMODITY LICENSED

APPROVED - INSPECTOR [signature] SIKORSKY 455

FOR ULTIMATE DESTINATION
NET WT

DIVERSION CONTRARY TO U.S. LAW IS PROHIBITED

BOX NO.	CONTAINER	LENGTH	WIDTH	HEIGHT	CUBIC	GROSS WT

RFS ORIGINATOR C Shurkus – S33030 DEPT 8326W EXT 65558 M/S 5358A

SDNY_GM_00206200

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Sikorsky Aircraft Corporation
6900 Main Street - P.O. Box 9729
Stratford, Connecticut 06615-9129
(203) 386-4000

RMS No. 156456C

Sales Agreement #76TD03033A, dated, June 23, 2003 as amended

SHIPPED TO:
Fly-away

INVOICE NO.:
INVOICE DATE:

OUR ORDER NO.:

SHEET NO. 2 of 2

ITEM	QUANTITY SHIPPED	PART NO.	DESCRIPTION	QUANTITY BILLED	UNIT BALANCE	AMOUNTS IN U.S. DOLLARS
			CERTIFICATION INVOICE AND ORIGIN CERTIFICATION: "We certify that this invoice is, in all respects, correct and true, both as regards to the price and to the description of the goods referred to therein, and that the countries of origin or manufacture of the goods are the United States of America and Canada" ACCEPTANCES: BY SIKORSKY QUALITY ASSURANCE SUPERVISOR BY CUSTOMER: SIKORSKY AIRCRAFT HELICOPTER MODEL S-76C++, SERIAL NO. 760667, REGISTRATION N908QM AS DEFINED ABOVE, IS HEREBY ACCEPTED AT Sikorsky Aircraft Stratford, CT USA NAME: Darren K. [illegible] TITLE: Vice President DATE: 12/31/07			

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Helicopter
Inspection and Acceptance
Certificate

Pursuant to the S-76 New Helicopter Sales Agreement Number S76TD6167 dated March 31, 2006, between Sikorsky Aircraft Corporation and Air Ghislaine, Inc.; and subject to the provisions found in the attached email from Chris Shurkus to Larry Visoski and Lance Calloway dated December 30, 2007;

Inspection – Larry Visoski, on behalf of Air Ghislaine, Inc., hereby acknowledges that he has thoroughly inspected the helicopter described below and has found it to be acceptable and in accordance with the requirements of the above referenced Agreement;

and

Acceptance - Darren Indyke, on behalf of Air Ghislaine, Inc., hereby accepts delivery and title of the helicopter described below on the 31 day of December 2007 at 2000 p.m. hours local time.

Aircraft Description -

Sikorsky S-76C with Ariel 2S2 Engines (Commonly referred to as S76C++)
Serial Number 760667
Registration Number N908GM
Turbomeca Engine Numbers 42117 and 42118

IN WITNESS WHEREOF, Air Ghislaine, Inc. has caused this certificate to be executed this 31 day of December 2007.

Air Ghislaine, Inc.

By: Darren K. Indyke

Name: Darren K. Indyke

Title: Vice President

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

(On your Company Letterhead)
Authorized Representative
Designation

Air Ghislaine, Inc. hereby designates Darren K. Indyke as its authorized representative for the purpose of accepting delivery and title to the helicopters described below in respect of the completion aircraft delivery in accordance with the S-76 New Helicopter Sales Agreement Number S76TD6167 dated March 31, 2006, as amended, assigned and novated to Air Ghislaine, Inc. regarding the helicopter described below with Sikorsky Aircraft Corporation and to take all necessary actions and execute all necessary documents pertaining thereto:

Sikorsky S-76C with Ariel 2S2 Engines (Commonly referred to as S76C++)
Serial Number 760667
Registration Number N908GM
Turbomeca Engine Numbers 42117 and 42118

IN WITNESS WHEREOF, Air Ghislaine, Inc.has caused this designation to be executed this 31 day of December 2007.

Air Ghislaine, Inc.
By: Darren K. Indyke
Name: Darren K. Indyke
Title: Vice President

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

From: Shurkus, Christopher R SIK
Sent: Sunday, December 30, 2007 4:11 PM
To: [redacted]
Cc: Darren Indyke; Poland, Marc B SIK; Shurkus, Christopher R SIK
Subject: S-76 Delivery Arrangements
Importance: High

Lance, could you please give this email and the attached documents to Mr. Epstein.

Mr. Epstein,

Sikorsky agrees to fix the items identified during the prior inspection as listed on our pink sheets included as attachment to this email. All items on the pink sheets either have been, or will be fixed by Monday January 7th, and will be reviewed with the inspection team. Photos of the armrest repair will be sent tomorrow in the AM. Further to our prior communication, Sikorsky would agree to a $100k withhold on the payment tomorrow, pending the opportunity of your team to verify that this commitment has been satisfied. Please see the bullet below that has been added. I have also attached the new delivery documents with the $75k credit included. 100k withheld subject to pending deposit reconciliation. Total payment as of December 31, 2007 will be $677,825.

Thank you

Pink Sheets and delivery documents:

Fax-Dec-28-200 -17-37-06-18982

Delivery ...ments 667 (Air

Air Ghislaine, Inc (AGI) and Sikorsky Aircraft Corp. (SAC) agree as follows;

Inspection and Acceptance:

- AGI has inspected the completion services performed by SAC and has noted a list of technical discrepancies ('pink sheets').
- SAC has agreed to rectify all noted technical discrepancies that were identified during the inspection process.
- Since AGI's inspection, SAC has corrected all but one of the technical discrepancies (Audio level in the ICS).

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

- AGI will accept the completion services not later than Monday, December 31, 2007 by signing the acceptance of completion services and delivery documents.
- Any technical discrepancies found by AGI (upon return visit) to have been inadequately addressed by Sikorsky will be rectified at no cost to AGI.
- SAC will provide to AGI a credit of $75k to be applied to the completion services invoice.
- AGI will send payment of completion services (net of $75k credit) via wire transfer on **Monday, December 31st**.
- The payment for completion services to be transferred on Monday, Dec. 31, 2007, may be reduced by a $100k hold-back. This hold-back is not a credit against the price of completion services and will be paid by AGI upon the follow-up inspection (described below as during the week of January 7) being satisfactorily completed. The aircraft will not be released by SAC prior to receipt of this final payment.

and an additional $100K held back subject to deposit reconciliation

The first

The second holdback will be paid at the same time as the first if it is verified that no initial $100K deposit was paid on this aircraft and the balance due need not be reduced by $100K to reflect any such initial deposit.

Obligations Surviving Acceptance:

- SAC has agreed to lower the aft facing bench seat so that the bulkhead windows are more visible to the passengers at no cost to AGI.
- SAC has agreed to supply both the synthetic lamb's wool carpet and the original throw carpet at no cost to AGI.
- All obligations of SAC under the New Helicopter Sales Agreement which survive delivery of these completion services (e.g. training, warranty) will be considered transferable by SAC to a subsequent purchaser of the aircraft in an anticipated resale by AGI.
- AGI will return to KHC to inspect and accept the aircraft discrepancies the week of January 7th. AGI will then fly the aircraft away.

Sikorsky Aircraft: _____ 12/31/2007

Air Ghislaine Inc.: _____ 12/31/2007

DKI

SDNY_GM_00003206

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Sikorsky Aircraft Corporation
6900 Main Street - P.O. Box 9729
Stratford, Connecticut 06615-9129
(203) 386-4000

RMS No. 156456

Sales Agreement 76TD6167 dated April 13 2006

SHIP TO:

Fly-away

SOLD TO:

Air Ghislaine, Inc.
103 Foulk Rd.
Wilmington, DE #202
19803

INVOICE NO:
INVOICE DATE:

OUR ORDER NO.:
PA NO.:
DATE SHIPPED:
B/L NO.:

SHIPPED VIA: Flyaway from Sikorsky Aircraft Stratford
SHIPPED FROM: Sikorsky Aircraft Stratford, CT
F.O.B.: Sikorsky Aircraft, Stratford, CT USA
SHEET NO. 1 of 2

TERMS: PER CONTACT

ITEM	QUANTITY SHIPPED DOLLARS	PART NO.	DESCRIPTION	QUANTITY BILLED	UNIT BALANCE	AMOUNTS IN U.S.
1			Sikorsky S-76C++ Helicopter		AMOUNT:	US$ 10,365,650
					DEPOSIT AND ADVANCE PAID	(2.060,000)
			Sikorsky Model S-76C++ Helicopter, with Turbomeca Arriel 2S2 Engines. Aircraft Serial No. 760667			
			Registration No. N908GM in accordance with Sikorsky Aircraft Detail Specification SES-760024 Revision 0 dated 9/94. The two Turbomeca Engines installed are serial nos. 42117 and 42118 along with additional equipment as described in Exhibit A to the Sales Agreement.		**DUE at GREEN A/C TRANSFER**	US$ **7,352,825**
					DUE AT ACCEPTANCE OF COMPLETIONS SERVICES	US$ 952.825
					AMOUNT RECEIVED:	US$ 7,352,825
					Signature	6/18/07 Date

Payment may be remitted by wire transfer to JP Morgan Chase, N.A., Chicago, Illinois.
Account #57-56685 ABA No. 071-000013.

THANK YOU

THIS AIRCRAFT MATERIAL HAS BEEN INSPECTED TO SIKORSKY AIRCRAFT QUALITY CONTROLS STANDARDS AS APPROVED UNDER THE FEDERAL AVIATION ADMINISTRATION REQUIREMENTS FOR COMMERCIAL AIRCRAFT AND MIL Q-9858A FOR UNITED STATES MILITARY AIRCRAFT AND IS IN ACCORDANCE WITH APPLICABLE CONTRACTUAL REQUIREMENTS. ANY ITEMS HEREON WHICH APPEAR ON THE U.S. FEDERAL AVIATION ADMINISTRATION DRAWING LIST WERE MANUFACTURED UNDER FEDERAL AVIATION AGENCY PRODUCTION CERTIFICATE NO. 105.

SPECIAL MARKINGS
THIS COMMODITY LICENSED

APPROVED - INSPECTOR

FOR ULTIMATE DESTINATION
NET WT

DIVERSION CONTRARY TO U.S. LAW IS PROHIBITED

BOX NO.	CONTAINER	LENGTH	WIDTH	HEIGHT	CUBIC	GROSS WT

RFS ORIGINATOR M. Loschiavo – S27368 DEPT 8325W EXT. 64536 M/S S358A

SDNY_GM_00206107

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Sikorsky Aircraft Corporation
6900 Main Street - P.O. Box 9729
Stratford, Connecticut 06615-9129
(203) 386-4000

RMS No. 156456

Sales Agreement 76TD6167 dated April 13, 2006

SHIPPED TO:
Fly-Away

INVOICE NO.:
INVOICE DATE:

OUR ORDER NO.:

SHEET NO. 2 of 2

ITEM	QUANTITY SHIPPED	PART NO.	DESCRIPTION	QUANTITY BILLED	UNIT BALANCE	AMOUNTS IN U.S. DOLLARS

CERTIFICATION:

INVOICE AND ORIGIN CERTIFICATION:

"We certify that this invoice is, in all respects, correct and true, both as regards to the price and to the description of the goods referred to therein, and that the countries of origin or manufacture of the goods are the United States of America and Canada."

GREEN AIRCRAFT ACCEPTANCES:

BY SIKORSKY QUALITY ASSURANCE:

SUPERVISOR

BY CUSTOMER:

SIKORSKY AIRCRAFT HELICOPTER MODEL S-76C (with Arriel 2S2 engines (commonly referred to as S76C++) .
SERIAL NO. 760667 Registration Number N908GM AS DEFINED ABOVE, IS HEREBY ACCEPTED AT Sikorsky Aircraft Stratford, CT USA

NAME:

TITLE: Vice President

DATE: June 18, 2007

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Sikorsky
A United Technologies Company

Sikorsky Aircraft Corporation
6900 Main Street • P.O. Box 9729
Stratford, Connecticut 06614-9129
PM-061907-001

June 11, 2007

Mr. Darren K. Indyke
The Villard House
457 Madison Ave.
New York, NY
10022

Attention: Mr. Indyke

RE: Delivery of Sikorsky S-76C++ Helicopter Serial Number 760667 pursuant to Sales Agreement 76TD6167 dated April 13, 2006.

Dear Mr. Indyke:

As you are aware, Sikorsky Aircraft is working hard to complete and title transfer you're your new S-76C++ helicopter in June, 2007. In preparation for that transfer of ownership the following closing documents are provided for your review and comment prior to that date.

1. **Sikorsky Invoice (RMS 156456)** The attached "Request for Material Shipment" (RMS) is a company document that establishes the shipment to a customer of inventory at a defined value. This document shows a payment of **US$ 7,352,825.00** (at title transfer on June___, 2007) calculated as follows:

Helicopter Price (Total)	$10,365,650.00
Less Advance Payment	$2,060,000.00
Total Due (at Green Delivery)	**$7,352,825.00**
Balance (At Comp Serices)	$ 952,825.00

The final payment should be made by wire transfer to Sikorsky's Account 57-56685 ABA No. 071-000013 SWIFT:CHASUS33 at JP Morgan Chase, 1 Chase Tower, Chicago, Illinois 60670. This invoice will be provided by Sikorsky at the closing, signed by Sikorsky in the designated places; and signed by your authorized representative.

2. **Bill of Sale (FAA form 8050-2)** - Original not part of this package. This form has been signed and sent to our agent, Crowe & Dunlevy in Oklahoma City. Upon final acceptance, our agent will make the filing with the FAA to show ownership transfer.

3. **Aircraft Registration Application (FAA form 8050-1)** – Not part of this package. Please send the original back to my office in advance of the acceptance. This form along with the Bill of Sale is required for aircraft registration.

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

4. **Helicopter Inspection and Acceptance Certificate** -- A copy is enclosed for your review. Typically, you or the designated representative who inspects the aircraft signs this document at the closing (at final acceptance).

5. **Authorized Representative Appointment Letter** - Should you plan to send a designated representative with your authorization to sign the above documents, please furnish us, in advance of delivery, with a delegation letter similar to the enclosed sample.

6. **Affidavit SUT-16a-3-** State of Connecticut, Department of Revenue Services Exemption Certificate. A copy is enclosed for your review. If required, we will sign and have notarized at or shortly after transfer of the aircraft.

7. **Keystone Authorization (Customer)** – This signed and notarized letter is required for Keystone to act on your behalf after aircraft title transfer. Used the attached as a sample for creating this authorization

Thank you for your assistance, and please do not hesitate to call me at (203) 386-5558 if you have any questions.

Very truly yours,

Sikorsky Aircraft Corporation

Christopher Shurkus
S76 Deputy Program Manager

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

AC Form 8050-2 (1992) NSN 0052-00-629-0003) Supersedes Previous Edition

UNITED STATES OF AMERICA
U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

OMB NO. 2120-0042

AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF $ 1 &OVC THE UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS

UNITED STATES REGISTRATION NUMBER N908GM

AIRCRAFT MANUFACTURER & MODEL Sikorsky Aircraft S-76C-2

AIRCRAFT SERIAL No. 760667

DOES THIS 18 DAY OF June 2007 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTEREST IN AND TO SUCH AIRCRAFT UNTO:

Do Not Write in This Block FOR FAA USE ONLY

PURCHASER

NAME AND ADDRESS

Air Ghislane, Inc.
103 Foulk Road
Wilmington, DE 19803
#202

SELLER CERTIFICATE NUMBER

AND TO Its Successors AND ASSIGNS TO HAVE AND TO HOLD SHALL WARRANT THE SAID AIRCRAFT FOREVER AND WARRANTS THE TITLE THEREOF

IN TEST WHEREOF I HAVE SET MY HAND AND SEAL THIS 18 DAY OF June 2007

SELLER

NAME(S) OF SELLER (TYPED OR PRINTED)	SIGNATURE(S) (IN INK - REQUIRED FOR FAA RECORDING)	TITLE (IF SIGNING FOR A CORP.)
Sikorsky Aircraft Corporation		S-76 Program Manager
	Michael Loschiavo	

ACKNOWLEDGMENT (NOT REQUIRED FOR INDIVIDUALS OR PARTNERSHIPS IN A RECORDABLE CONDITION, BUT MAY BE REQUIRED BY LOCAL AUTHORITIES)

2:31 PM EDT

ORIGINAL: TO FAA

AC Form 8050-2 (1992) NSN 0052-00-629-0003) Supersedes Previous Edition

SDNY_GM_00206220

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261850

EFTA02727617

FORM APPROVED
OMB No. 2120-00

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION-MIKE MONRONEY AERONAUTICAL CENTER
AIRCRAFT REGISTRATION APPLICATION

CERT. ISSUE DATE

UNITED STATES REGISTRATION NUMBER: N 906GM

AIRCRAFT MANUFACTURER & MODEL: Sikorsky Aircraft S-76C-2

AIRCRAFT SERIAL No.: 760667

FOR FAA USE ONLY

TYPE OF REGISTRATION (Check one box)

☐ 1. Individual ☐ 2. Partnership ☒ 3. Corporation ☐ 4. Co-owner ☐ 5. Gov't. ☐ 8. Non-Citizen Corporation

NAME OF APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.)

Air Ghislaine, Inc.

TELEPHONE NUMBER: (XXX) XXX-XXXX (302) 656-1950

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: 103 Foulk Road

Rural Route: P.O. Box #202

CITY	STATE	ZIP CODE
Wilmington	DE	19803

☐ **CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS**

ATTENTION! Read the following statement before signing this application. This portion MUST be completed.

A false or dishonest answer to any question in this application may be grounds for punishment by fine and / or imprisonment (U.S. Code, Title 18, Sec. 1001)

CERTIFICATION

I/WE CERTIFY:

(1) That the above aircraft is owned by the undersigned applicant, who is a citizen (including corporations) of the United States.

(For voting trust, give name of trustee: _____); or:

CHECK ONE AS APPROPRIATE:

a. ☐ A resident alien, with alien registration (Form 1-151 or Form 1-551) No. _____

b. ☐ A non-citizen corporation organized and doing business under the laws of (state) _____ and said aircraft is based and primarily used in the United States. Records or flight hours are available for inspection at _____

(2) That the aircraft is not registered under the laws of any foreign country; and

(3) That legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.

NOTE: If executed for co-ownership all applicants must sign. Use reverse side if necessary.

TYPE OR PRINT NAME BELOW SIGNATURE

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.

SIGNATURE	TITLE	DATE
[signature]	Vice President	6/18/07
SIGNATURE	TITLE	DATE
SIGNATURE	TITLE	DATE

NOTE: Pending receipt of the Certificate of Aircraft Registration, the aircraft may be operated for a period not in excess of 90 days, during which time the PINK copy of this application must be carried in the aircraft.

AC Form 8050-1 (12/90) (0052-00-628-9007) Supersedes Previous Edition

SDNY_GM_00206222

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261851

EFTA02727618

Helicopter Acceptance Certificate

Pursuant to the S-76C++ New Helicopter Sales Agreement 76TD6167 dated March 31, 2006, as amended, between Sikorsky Aircraft Corporation and Air Ghislaine, Inc.

Green Delivery Acceptance – Air Ghislaine, Inc. hereby accepts delivery and title of the helicopter described below on the 18th day of June 2007 at 2:15 P m. hours local time.

Aircraft Description -

Sikorsky S-76C with Arriel 2S2 Engines (commonly referred to as S76C++)
Serial Number 760667
Registration Number N908GM
Turbomeca Engine Numbers 42117 and 42118

IN WITNESS WHEREOF, Air Ghislaine, Inc., has caused this certificate to be executed this 18th day of June, 2007.

Air Ghislaine, Inc

Signature: Darren K. Indyke

Name: Darren K. Indyke

Title: Vice President

SDNY_GM_00006123

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261852

EFTA02727619

Warranty Bill of Sale

KNOW ALL MEN BY THESE PRESENTS:

THAT SIKORSKY AIRCRAFT CORPORATION ("Sikorsky"), is the lawful owner of the full legal and beneficial title to the following tangible personal property:

that certain Sikorsky S-76C++ helicopter, manufacturer's serial number 760667 and United States registration number N908GM, together with two (2) two Turbomeca Arriel 2S2 engines bearing manufacturer's serial numbers 42117 and 42118, as more fully described in Exhibit A to that certain S76C++ New Helicopter Sales Agreement (number S76TD6167) by and between Buyer (as defined below) and Sikorsky dated as of the 31st day of March, 2006 as amended (by amendment 1 dated the 29th March, 2007) (the **"Helicopter"**); and

all documents and records relating or required to be maintained with respect to the Helicopter, including, without limitation, all flight manuals, maintenance manuals, engine log books, airframe log book, weight and balance data, flight records, maintenance records, airframe and aircraft component warranties, engines warranties, avionics warranties, and any and all other records related to the Helicopter (the **"Helicopter Documents"**).

THAT, for good and valuable consideration of the sum of One and 00/100 dollars ($1.00), receipt and adequacy of which are hereby acknowledged. Sikorsky does as of the date provided below, grant, convey, transfer, deliver and set over all right, title and interest in and to the Helicopter and the Helicopter Documents unto Air Ghislaine, Inc. ("Buyer"), and unto Buyer's successors and assigns forever.

THAT, Sikorsky hereby represents that there is hereby conveyed to Buyer on the date hereof, all legal, beneficial, record, good, equitable, exclusive, and marketable title to the Helicopter and the Helicopter Documents free and clear of any and all mortgages, liens, claims, encumbrances and rights of others, and Sikorsky will warrant and defend such title forever against all claims and demands whatsoever.

IN WITNESS WHEREOF, Sikorsky has caused this instrument to be executed and delivered by its duly authorized signatory as of this 18 day of June 2007.

SIKORSKY AIRCRAFT CORPORATION

Signature: _____

Print: Michael D. Loschiavo

Title: S76 Program Manager

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

AFFIDAVIT SUT-16a-3

STATE OF CONNECTICUT
DEPARTMENT OF REVENUE SERVICES

EXEMPTION CERTIFICATE
AIRPLANE MANUFACTURED BY AND PURCHASED FROM A CONNECTICUT AIRPLANE MANUFACTURER WITHIN THE STATE OF CONNECTICUT FOR USE EXCLUSIVELY WITHOUT THE STATE OF CONNECTICUT

This form shall be filed with the sales and use tax return of the retailer for the period during which the exemption is claimed. The retailer shall retain a copy with its records.

RETAILER INFORMATION

Name of Manufacturer: SIKORSKY AIRCRAFT CORPORATION **Tax Registration Number:** 0567214-003

Address: 6900 MAIN STREET, P.O. BOX 9729 **MAILSTOP**: S427A **PHONE**. (203) 386 3864

Date of Sale: June 18, 2007.

PURCHASER INFORMATION

Name of Purchaser: **Air Ghislaine, Inc., 103 Foulk Rd., Wilmington, DE, #202 19803**

AIRPLANE IDENTIFICATION DATA

Make: Sikorsky Aircraft Corporation **Model:** S-76C++ **Year**: 2007

Manufacturer Serial Number: 760667 **FAA Registration Number**: N908GM **Sales Price:** $ 10,365,650.00

AFFIDAVIT OF PURCHASER

I HEREBY CERTIFY UNDER PENALTY OF FALSE STATEMENT that the above-captioned airplane was manufactured by and purchased from the above mentioned airplane manufacturer for use exclusively outside of the State of Connecticut. I am a resident of the State of Delaware.

FOR THE PURCHASER: Air Ghislaine, Inc. By [signature] Vice President
(Signature) (Title)

Sworn to and subscribed before me this 18th day of JUNE 2007

Notary Public; My commission expires the 31st day of JANUARY 2012
My Commission Exp. Jan. 31, 2012

AFFIDAVIT OF RETAILER

I HEREBY CERTIFY UNDER PENALTY OF FALSE STATEMENT that I have examined this certificate and, to the best of my knowledge and belief, the information contained herein is true, accurate and complete.

FOR THE RETAILER: [signature] S76 Program Manager
(Signature) (Title)

Sworn to and subscribed before me this 18th day of JUNE 2007.

Notary Public; My commission expires the 31st day of JANUARY 2012
My Commission Exp. [illegible]

SDNY_GM_00006125

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

AIR GHISLAINE, INC.

Authorized Representative Designation

Air Ghislaine, Inc., hereby designates Larry Visoski as its authorized representative, for the purpose of accepting delivery and title to the helicopter described below in accordance with the S-76C++ New Helicopter Sales Agreement S76TD6761 dated April 13, 2006, as amended, with Sikorsky Aircraft Corporation and to take all necessary actions and execute all necessary documents pertaining thereto:

Sikorsky S-76C with Ariel 2S2 Engines (commonly referred to as S76C++)
Serial Number 760667
Registration Number N908GM
Turbomeca Engine Numbers 42117 and 42118

IN WITNESS WHEREOF, Air Ghislaine, Inc., has caused this Designation to be executed this 11th day of June 2007.

Air Ghislaine, Inc.

Signature: Darren K. Indyke

Name: Darren K. Indyke

Title: Vice President

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

AIR GHISLAINE, INC.

June 11, 2007

Mr. Franz J. Dobler
Quality Assurance Manager and Chief Inspector
Keystone Helicopter Corporation
110 Stewart-Huston Drive
Coatesville, PA 19320

Attention: Mr. Franz J. Dobler

Re: Authorization from Air Ghislaine, Inc. to Keystone Helicopter Corporation, aircraft Serial Numbers 760667 pursuant to the S76C++ New Helicopter Sales Agreement number 76TD6167 dated April 13, 2006.

Dear Mr. Dobler:

This letter authorizes Keystone Helicopter Corporation of 110 Stewar-Huston Drive in Coatesville, PA 19320 to act on behalf of Air Ghislaine , Inc.. This authorization is to submit the necessary FAA aaplication(s) to request Special Flight Authorizations for the purposes of conducting Aircraft test, acceptance, and training flights. The authorization is extended to S76C++ aircraft registration number N908GM.

Best regards,

Darren K. Indyke
Vice President
Air Ghislaine, Inc.

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION--FEDERAL AVIATION ADMINISTRATION

STANDARD AIRWORTHINESS CERTIFICATE

1 NATIONALITY AND REGISTRATION MARKS	2 MANUFACTURER AND MODEL	3 AIRCRAFT SERIAL NUMBER	4 CATEGORY
N908GM	Sikorsky S-76C	760667	Transport

5 AUTHORITY AND BASIS FOR ISSUANCE
This airworthiness certificate is issued pursuant to the Federal Aviation Act of 1958 and certifies that as of the date of issuance the aircraft to which issued has been inspected and found to conform to the type certificate thereto in he in condition for safe operation and has been shown to meet the requirments of the applicable comprehensive and detailed airworthiness code as provided by Annex 8 to the Convention on International Civil Aviation except as noted herein
Exceptions

NONE

6 TERMS AND CONDITIONS
Unless sooner surrendered suspended revoked or a termination date is otherwise established by the Administrator this airworthiness certificate is effective as long as the maintenance preventative maintenance and alterations are performed in accordance with Parts 21 43 and 91 of the Federal Aviation Regulations as appropriate and the aircraft is registered in the United States

DATE OF ISSUANCE	FAA REPRESENTATIVE	DESIGNATION NUMBER
6-16-2007	Kurt Sutter	ODAR F800001NE

Any alteration reproduction or misuse of this certificate may be punishable by a fine not exceeding $1 000 or imprisonment not exceeding 3

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

SIKORSKY CLUB, INC.
MERCHANDISE REQUEST FORM

Person Requesting: **C. Shurkus** Date: **20 Dec 07**

Department: **S76 Programs** OAT Number: AC-504.1.01.6J

Items Required: **Delivery**

ITEM	QUANTITY	PRICE	
Leather Jacket (brown)	1	119.95	119.95
Leather Jacket (black)	1	119.95	119.95
Prez Hats	2	17.00	34.00
Polo shirt	1	36.00	36.00
Prez Sweat Shirts	2	35.00	70.00
Fleece	1	58.00	58.00
Zip Sweatshirt	1	55.00	55.00
Leather Jacket (brown) 2X	1	126.95	126.95
Leather Jacket	1	119.95	119.95

Subtotal: 739.80
Sales Tax: 36.00
Total: 739.80

Authorized Department Approval Required Before Merchandise is taken.

Department Approver (print) Signature Date 1/9/08

Picked up by: **C Shurkus** Date: **20 Dec 07**

Club Store Verification: **C.Dunn** Date: **20 Dec 07**

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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Air Ghislaine S-76C++

APPROVAL LOG

In order for Sikorsky to assure the custom layout and operation of various instruments and systems in your aircraft, we are providing you a log of the various drawings and system proposals required to accomplish this task.

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1. ***SYSTEM SPECIFICATION, SYS76-00058, Rev. B, February 23, 2007***

   APPROVAL: L. Visoski DATE: 3/3/07

2. ***INTERIOR CONFIGURATION DOCUMENT, SK337-00485, Rev. C, Nov. 29, 2006***

   APPROVAL: As per L. Visoski DATE: 2/2/2007

   INTERIOR CONFIGURATION DOCUMENT, SK337-00485, Rev. D, March 23, 2007

   APPROVAL: L. Visoski DATE: 3/30/07

3. ***INTERIOR MATERIAL BOARD: #843***

   APPROVAL: L. Visoski DATE: 3/30/07

4. ***UPHOLSTERY STYLE: #1, #2, #3, #4, #5 (Custom as per Customer Requirements)***

   APPROVAL: Custom as per L. Visoski DATE: 2/2/2007

5. ***AIRCRAFT REGISTRATION NUMBER:***

   Custom Registration No.: ***N908GM***

   APPROVAL: ? DATE:

6. ***EXTERIOR PAINT RENDERING, #3278 Rev-A***

   APPROVAL: L. Visoski DATE: 3/30/07

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7. ***PAINT SCHEME DRAWING***

DWG No. XXXXX-XXXXX Rev –

To be submitted upon approval of paint rendering.

APPROVAL: J. Visoski DATE: 3/30/07

Air Ghislaine Inc.
103 Foulk Road Suite 202
Wilmington DE 19803

FOR AIRCRAFT REG. / COFA.

J. Visoski

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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12/14/2007 15:19 [redacted]

CWA			
DATE	12/20/07	PROGRAM	S76
PROPOSAL NO.		S76TD6167A	
AUTHENTICATOR		Elvira Stefani	

S-76C++ NEW HELICOPTER SALES AGREEMENT

THIS S-76C++ NEW HELICOPTER SALES AGREEMENT, dated as of the Acceptance Date stated below, is made by and between the Sikorsky Contracting Entity ("Sikorsky") named below and the Buyer named below.

I. *DEFINITIONS / INFORMATION FOR THIS AGREEMENT*

Buyer:	Air Ghislaine, Inc.
Sikorsky Contracting Entity:	Sikorsky Aircraft Corporation
Sikorsky Contract No:	S76TD6167A
A. Deluxe Executive Helicopter Quantity:	One
B. Scheduled Presentation Date Baseline Helicopter:	December 2008, or earlier as may be practical at seller's option
C. Scheduled Presentation Date Completion Services:	July 2009, or earlier as may be practical at seller's option
D. Scheduled Delivery Date Completion Services:	July 2009, or earlier as may be practical at seller's option
E. Baseline Helicopter Unit Price:	US$ 8,600,000
F. Completion Services Unit Price:	US$ 3,050,000
G. Deluxe Executive Helicopter Unit Price:	US$ 11,650,000
H. Total Contract Price:	US$ 11,650,000
I. Payments:	
2. Advance Payment	US$ 2,330,000 (20% of Total Contract)
3. Baseline Helicopter Final Payment:	US$6,880,000 (80% of the Baseline Helicopter Unit Price)
4. Completion Services Interim Payment::	US$1,220,000 (40% of the Helicopter Completion Services Unit Price)
5. Completion Services Final Payment:	US$1,220,000 (40% of the Helicopter Completion Services Unit Price)

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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S-76C++ NEW HELICOPTER SALES AGREEMENT

Buyer's Contact for Technical Issues:	Mr. Larry Visoski Jet Aviation 3800 Southern Boulevard Suite 204. West Palm Beach, Fl. 33406
Buyer's Address for Invoices and Legal Notices:	Darren K. Indyke The Villard House 457 Madison Avenue New York New York 10022 [redacted]
Designated Completion Center	Keystone Helicopter Corporation

II. *DESCRIPTION OF SALE*

1. ***Sale*** - Sikorsky shall sell and deliver to the Buyer, and the Buyer shall purchase from Sikorsky, the Quantity of one new Sikorsky Model S-76C Helicopters with new Turbomeca 2S2 engines (known as the S-76C++) and equipped with the items of additional equipment specified in Exhibit A, Part 1 (the "Helicopter"). In addition, Sikorsky shall sell and perform the Completion Services for Buyer and Buyer shall purchase the Completion Services on the Helicopter, which will then be equipped with the items of additional equipment specified in Exhibit A, Part 2, (the Deluxe Executive Helicopter"). Notwithstanding anything to the contrary contained herein, during the performance of the Completion Services, the configuration items specified in Annex 1 to Exhibit A shall be removed from the Helicopter and retained as property of Sikorsky. These configuration items shall be either deleted or replaced by the customized options chosen by Buyer in Exhibit A, Part 2 as part of the Completion Services.

2. ***Presentation of Helicopter for Acceptance*** - The Helicopter shall be presented for acceptance at the Sikorsky designated facility in Connecticut (the "Designated Facility") on the Scheduled Presentation Dates. Upon Buyer's request for a demonstration flight of the Helicopter, Sikorsky shall conduct a demonstration flight at the Designated Facility during such presentation, which flight shall be approximately one (1) hour in duration or longer as may reasonably be necessary. Buyer's obligation to purchase the Helicopter is conditioned upon and subject to Buyer being satisfied that the Helicopter is in airworthy condition with all flight critical systems functional and in proper working order, and has been manufactured in accordance with the specifications of this Agreement and that the Helicopter has no damage, corrosion or other defects.

3. ***Acceptance and Title Transfer*** - After presentation of the Helicopter, Buyer shall evidence its acceptance of the Helicopter by executing a Certificate of Helicopter Acceptance. Upon Buyer's execution of the Certificate of Helicopter Acceptance, and payment of the Baseline Helicopter Final Payment pursuant to Section III.1.b., Sikorsky shall transfer title to Buyer at the Designated Facility. Following title transfer, Sikorsky shall provide to Buyer a FAA Certificate of Airworthiness, a Bill of Sale and a Warranty

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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S-76C++ NEW HELICOPTER SALES AGREEMENT

Bill of Sale (Exhibit C). Sikorsky shall retain custody of the Helicopter for the purpose of the performance of the Completion Services. As part of the Completion Services, Sikorsky will transport the Helicopter, at Sikorsky's expense, from Connecticut, to Sikorsky's designated completion center (the "Completion Center") via ferry flight. Upon its arrival at the Completion Center, the Helicopter shall be inducted into the facility in order to allow the performance of the Completion Services.

4. ***No Prospective Registration of Interest*** - Prior to the transfer of title as provided in this Agreement, Buyer, without the prior written consent of Sikorsky, shall neither register nor consent to the ability of any person to register any interest in the Helicopter or its engines on the International Registry, including without limitation, any prospective international interest, pursuant to that body of law known as the Cape Town Treaty Convention on International Interests in Mobile Equipment and the Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment (hereinafter the "Cape Town Treaty"). Any consent by Sikorsky to registration of any interest in the Helicopter or its engines shall be subject to, among other things at Sikorsky's sole discretion, receipt by Sikorsky of all payments due under this Agreement at the time of title transfer of the Helicopter to Buyer. Registration of any interest under the Cape Town Treaty in violation of this paragraph shall be deemed ineffective as against Sikorsky and Buyer shall immediately upon request of Sikorsky and at Buyer's expense, take all required action to remove any such interest or other encumbrance on the Helicopter in connection therewith.

5. ***Risk of Loss*** – Sikorsky shall have risk of loss of the Helicopter, subsequent to the transfer of title through Buyer's acceptance of the Completion Services. In the event that the Helicopter is damaged or the functionality is in any way compromised during the conduct of the Completion Services, Sikorsky shall be required, as a part of the Completion Services, to repair such damage or restore such functionality to as good condition as new. Buyer agrees that any insurance proceeds for such repair shall be paid directly to Sikorsky. In the event the Helicopter is lost or destroyed or damaged beyond economic repair at any time prior to Buyer's acceptance, Buyer shall have the right to either (i) purchase the next available S-76 C++ Helicopter in Sikorsky's production sequence (the "Replacement Helicopter") on the same terms and conditions as set forth in this Agreement, (however Sikorsky reserves the right to make changes in the Exhibit A configuration and Helicopter Unit Price of the Replacement Helicopter required due to obsolescence, FAA requirements, or as a result of changes in the manufacture of the Helicopter), or (ii) terminate this Agreement. Buyer shall notify Sikorsky of its decision within fifteen (15) days of receipt by Buyer of written notice from Sikorsky of the loss or destruction of or damage beyond economic repair to the Helicopter, which notice shall include the projected delivery date of the Replacement Helicopter.

5. ***Presentation of Completion Services for Acceptance*** – Upon the completion of the Completion Services, the Deluxe Executive Helicopter shall be presented for technical acceptance of the work performed at the Completion Center on the Scheduled

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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S-76C++ NEW HELICOPTER SALES AGREEMENT

Presentation Date Completion Services. Upon Buyer's request for an inspection and demonstration flight of the Deluxe Executive Helicopter, Sikorsky shall conduct a demonstration flight of the Deluxe Executive Helicopter, at the Completion Center during such inspection and presentation, which flight shall be approximately one (1) hour in duration or longer as may reasonably be necessary. Buyer's obligation to accept the Deluxe Executive Helicopter is conditioned upon and subject to Buyer being satisfied that the Completion Services have been satisfactorily completed and that the Helicopter as previously accepted by Buyer, is in airworthy condition with all systems functional and in proper working order and with no damage incurred.

6. ***Acceptance of Completion Services*** – After the completion of the inspection, the Deluxe Executive Helicopter shall be presented to Buyer for final acceptance of the Completion Services at the Designated Facility. Buyer shall evidence its acceptance of the Completion Services by executing a Certificate of Acceptance of the Completion Services (Exhibit C). Thereafter, upon the receipt of the Completion Services Final Payment pursuant to Article III. 1.d. below, Sikorsky shall provide to Buyer a FAA return to service certification and the Deluxe Executive Helicopter shall then be at Buyer's risk.

7. ***Charter Time*** –As an added benefit of an S-76C++ Deluxe Executive Helicopter acquisition, Sikorsky shall provide to Buyer twenty (20) hours of S-76 charter time in the metropolitan New York area through Sikorsky's subsidiary, Associated Aircraft Group ("AAG"). The benefit of these services may be used by Buyer upon reasonable request, subject to AAG's standard terms and conditions of service, and will remain on account with AAG for two years after execution of this Agreement.

III. ***PRICE/PAYMENT SCHEDULE***

1. ***Price/Payment Schedule*** - The Buyer shall pay to Sikorsky the Advance Payment and the progress payments set forth below by wire transfer to Sikorsky, Account No. 57-56685; Routing No. 021000021; SWIFT Code: CHASUS33 at JP Morgan Chase, New York, NY 10004.

   a. *Advance Payment* – in the amount of Two Million Three Hundred Thirty Thousand USD (US$2,330,000) being due on the date Buyer signs this Agreement, receipt of which is hereby acknowledged by Sikorsky. This Agreement shall not become effective until such payment is received by Sikorsky.

   b. *Baseline Helicopter Final Payment* – in the amount Six Million Eight Hundred Eighty Thousand USD (US$6,880,000) per Helicopter is due on the date of Buyer's acceptance of the Helicopter at the Designated Facility. If Buyer does not make itself available for presentation and acceptance of the Helicopter, the Baseline Helicopter Final Payment shall be due within ten (10) days following receipt by Buyer of written notification that the Helicopter is ready for presentation and acceptance. If Buyer's failure to make itself available is

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

attributable to causes that would be an Excusable Delay as defined in ArticleVI.1, then, without impairing any of Sikorsky's rights under Article VI.2, Buyer shall be afforded such time as may be reasonably required to remove such causes. If Buyer's failure to make itself available is attributable to a material breach on the part of Sikorsky, Sikorsky shall be afforded such time as may be reasonably required to cure such breach.

c. *Completion Services Interim Payment* – in the amount of One Million Two Hundred Twenty Thousand USD (US$1,220,000) per Helicopter is due on the date of Buyer's acceptance of the Helicopter.

d. *Completion Services Final Payment* – in the amount of One Million Two Hundred Twenty Thousand USD (US$1,220,000) per Helicopter is due on the date of Buyer's acceptance of the Completion Services. If Buyer does not make itself available for presentation and acceptance of the Helicopter, the Baseline Helicopter Final Payment shall be due within ten (10) days following receipt by Buyer of written notification that the Helicopter is ready for presentation and acceptance. If Buyer's failure to make itself available is attributable to causes that would be an Excusable Delay as defined in ArticleVI.1, then, without impairing any of Sikorsky's rights under Article VI.2, Buyer shall be afforded such time as may be reasonably required to remove such causes. If Buyer's failure to make itself available is attributable to a material breach on the part of Sikorsky, Sikorsky shall be afforded such time as may be reasonably required to cure such breach.

IV. ***CONFIGURATION FINALIZATION***

1. ***Finalization Dates*** - The parties acknowledge that the Helicopter/Deluxe Executive Helicopter configuration set forth in Exhibit A is not yet finalized and therefore agree to finalize the following portions of the configuration by not later than one hundred fifty (150) days from the Acceptance Date of this Agreement:

   Aircraft System Specification
   Interior General Arrangement
   Audio Proposal
   Interior Rendering Board
   Aircraft Registration Number
   Exterior Paint Rendering
   Paint Scheme
   Other

2. ***Amendment*** - For this purpose, the Buyer's Contact for Technical Issues shall have complete authority on behalf of the Buyer to discuss configuration issues and amend this Agreement accordingly, with associated technical, price and/or delivery changes. If the above dates are not met, Sikorsky may delay the Scheduled Presentation Date(s) and/or

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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increase the Total Contract Price due to Sikorsky's additional costs associated with such delay and/or terminate this Agreement.

3. ***Suitability of Configuration*** - The Buyer is responsible for having ensured that the helicopter configuration, defined herein, meets all the operational requirements of the country of destination/registration as they relate to the specific intended usage of the Deluxe Executive Helicopter. If requested, Sikorsky shall make a good faith attempt to assist in the determination of this configuration. If required for import/registration requirements in the foreign country, Sikorsky shall endeavor to obtain that country's design approval of the configuration items not already approved. In the event that Sikorsky cannot achieve approval after reasonable effort, both parties shall be released from any further obligations of this Agreement.

V. ***WARRANTIES*** – Sikorsky's warranties and Buyer's remedies are set forth in Exhibit B Deluxe Executive Helicopter Warranty.

1. ***Engine Warranty*** – The engine manufacturer warranties and Buyer's remedies are set forth in Exhibit C. As a matter accommodation to Buyer Sikorsky shall obtain from the engine manufacturer, Turbomeca, a warranty extension of one year beyond the standard two years, for a total duration of three years or 1,000 flight hours as defined in paragraph 1.1 of Exhibit C, Turbomeca Arriel 2S2 Turboshaft Engine, that is attached hereto for reference. For the avoidance of doubt, the engine remains warranted by the engine manufacturer and all other terms and conditions of the engine manufacturer warranty shall remain unchanged.

VI. ***STANDARD TERMS AND CONDITIONS***

1. ***Excusable Delays*** - Buyer acknowledges that the goods called for hereunder are to be manufactured for Buyer to fulfill this Agreement and that the delivery dates are based on the assumption that there will be no delay due to causes beyond the reasonable control of Sikorsky. Sikorsky shall not be charged with any liability for delay or non-delivery when due to delays of suppliers, acts of God or the public enemy, compliance in good faith with any applicable foreign or domestic governmental regulation or order whether or not it proves to be invalid, fires, riots, labor disputes, unusually severe weather, or any other cause beyond the reasonable control of Sikorsky. To the extent that such causes actually retard deliveries on the part of Sikorsky, the time for Sikorsky's performance shall be extended for as many days beyond the delivery date as are reasonably required to obtain removal of such causes. This provision shall not, however, relieve Sikorsky from using reasonable efforts to avoid or remove such causes and continue performance with reasonable dispatch whenever such causes are removed.

2. ***Inability Or Refusal To Pay*** - If Buyer is unable or refuses to make payment to Sikorsky in accordance with any of its obligations to Sikorsky, Sikorsky may, at its option, terminate this Agreement by giving to Buyer written notice of its intention to terminate. Upon such termination, Sikorsky shall be relieved of any further obligations to Buyer and

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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Buyer shall reimburse Sikorsky for its reasonable termination costs and expenses for labor and material and a reasonable allowance for profit. All sums paid to Sikorsky from whatever sources may be retained by Sikorsky and applied toward any amount owed to Sikorsky. In addition, Sikorsky shall have the right to reduce and set-off against any amounts payable by Sikorsky to Buyer or against Buyer's property in Sikorsky's possession any indebtedness or other claim which Sikorsky may have against Buyer. The excess, if any, of such sums over the total termination amount shall be returned to the Buyer by Sikorsky.

3. ***Taxes*** - In addition to the Total Contract Price, the Buyer shall be responsible for payment of any and all taxes, tariffs, customs or duties (including but not limited to any sales and use tax, gross receipts tax, license, or fee, but not including Sikorsky's income taxes) ("Taxes"), which may be imposed by any taxing authority arising from this Agreement. If Sikorsky is held responsible by any taxing authority for collection or payment, either on its own behalf or that of the Buyer, Buyer shall pay all such Taxes to Sikorsky upon receipt by Buyer from Sikorsky of its bill therefor. If any of the items covered under this Agreement are exempt or excluded from taxation, Buyer shall provide pertinent exemption and related certificates to Sikorsky at least thirty (30) days prior to the Scheduled Presentation Date of the Helicopter and/or Completion Services. Buyer's obligations under this Paragraph 3 shall survive delivery hereunder.

4. ***Limitation Of Liability*** - With respect to any Helicopter/Deluxe Executive Helicopter, part or service purchased under this Agreement and alleged to be the direct or indirect cause of any loss or damage to the Buyer, the sum equal to the invoiced price of such Helicopter/Deluxe Executive Helicopter, part or service shall be the ceiling limit on Sikorsky's or any of its affiliate's liability whether founded in contract or tort (including negligence, strict tort liability or breach of warranty), arising out of or resulting from (i) this Agreement or the performance or breach thereof, or (ii) the design, manufacture, delivery, sale, repair, replacement, or any use of such Helicopter/Deluxe Executive Helicopter, or (iii) the furnishing of any such service. In no event shall Sikorsky or any of its affiliates have any liability for any incidental or consequential damages.

5. ***Assignment/Construction/Merger*** - This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto, but it may not be voluntarily assigned, wholly or in part, by either party hereto without the prior written consent of the other party; provided however that either party shall have the right to assign this Agreement to its controlled subsidiary or affiliate who shall remain primarily liable for the obligations of the assigning party. This Agreement shall be interpreted in accordance with the plain English meaning of its terms, and the construction thereof shall be governed by the laws of the State of New York, United States of America. The parties further agree to submit to the jurisdiction of both the state and federal courts of New York. The terms and conditions contained in this Agreement constitute the entire agreement between the parties hereto and shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, and no agreement or understanding varying or

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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extending the same will be binding upon either party hereto unless in writing, signed by a duly authorized officer or representative thereof.

6. ***Notices*** - All notices or communications of any kind under and with respect to this Agreement shall be in the English language. All legal notices shall be given by hand delivery, registered mail or facsimile transmission and, if to the Buyer, shall be addressed as indicated in Article 1; and if to Sikorsky, shall be addressed to Sikorsky Aircraft Corporation, 6900 Main Street, P. O. Box 9729, Stratford, Connecticut 06615-9129, U.S.A., Attention: Vice President - General Counsel (203) 386-6646. The effective date of each such notice shall be the date it is received.

7. ***Non Disclosure***-With exception for the existence of this Agreement, the parties hereby agree that neither party shall disclose to any third party the contents of this Agreement without the prior written approval of the other party other than each party's officers, directors, employees, agents or professional advisors with a need to know the same, except as may be required in the performance of this Agreement.

VII. ***HELICOPTER RELATED PROVISIONS***

1. ***Type Design and Production Approval*** - The S-76 helicopter and all of its variants has been granted Type Certification by the U.S. Federal Aviation Administration ("FAA") under Federal Aviation Regulation ("FAR") Title 14 CFR Part 21. The certification basis of the S-76 as defined by Type Certificate H1NE, is FAR Title 14 CFR Part 29, "Airworthiness Standards: Transport Category Rotorcraft". Manufacture of the S-76C++ helicopter is approved under Sikorsky's Production Certificate PC-105 granted in accordance with FAR Title 14 CFR Part 21. Sikorsky as Type Certificate Holder, in the course and conduct of its business may at its sole discretion, seek FAA approval for the manufacture of the Helicopter under Sikorsky's Type Certificate at any facility approved for such manufacture by FAA.

2. ***Publications*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall furnish or offer to the Buyer certain publications under this paragraph for use by the Buyer and its contractors in operating and supporting the Deluxe Executive Helicopter. Sikorsky shall provide the Buyer with two paper copies of the Pilot's Flight Operating Manual and one copy each of the Sikorsky Maintenance Manual, Illustrated Parts Catalog, Wiring Manual, Engine Operating and Maintenance Manual and Engine Illustrated Parts Breakdown, and all revisions to each Sikorsky manual for three (3) years after delivery of each Deluxe Executive Helicopter at no additional cost to the Buyer. In addition, the Buyer may elect to receive S-76 Interactive Electronic Technical Manuals (IETMs) contained on one (1) CD-ROM computer disk and/or via Internet access from a Sikorsky-provided web site for accessing the information contained in the S-76 Maintenance Manual, Illustrated Parts Catalog and Airworthiness Limitations and Inspection Requirements Manuals (Chapters 4 and 5). The IETMs shall be subject to Sikorsky's standard IETM software license agreement terms. The Buyer also shall receive all revisions to the Sikorsky IETMs for three (3) years after delivery of the Deluxe

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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S-76C++ NEW HELICOPTER SALES AGREEMENT

Executive Helicopter at no additional cost to the Buyer. In addition, Sikorsky shall provide one copy of the operational and maintenance manuals of options, system schematics for the Deluxe Executive Helicopter normally available from Sikorsky and aviation subcontractors.

3. ***Special Flight Tests*** - Flight test work required for prototyping of any components or system detailed in ParagraphVII.5 below, functional checkout, or qualification of any additional equipment contracted may be performed by Sikorsky on the Helicopter and the Deluxe Executive Helicopter prior to title transfer thereto or final delivery thereof, respectively, to the Buyer. The delivery of the Helicopter or the Deluxe Executive Helicopter may be delayed to the extent necessary to accomplish the flight test work objectives without any liability on the part of Sikorsky for any such delay. In the event the Helicopter or Deluxe Executive Helicopter is destroyed during the period of such flight tests, such destruction arising from any cause whatsoever, Sikorsky shall be under no obligation to furnish a substitute Helicopter or Deluxe Executive Helicopter but shall rather be relieved of all obligations with respect to the delivery of such Helicopter or Deluxe Executive Helicopter so destroyed, except that Sikorsky or the insurance company shall promptly refund to Buyer all amounts theretofore paid by Buyer with respect to the purchase price thereof.

4. ***Buyer's Changes to Configuration and Additional Equipment*** - In the event that Buyer desires to change the Helicopter/Deluxe Executive Helicopter configuration and/or obtain additional equipment for the Helicopter/Deluxe Executive Helicopter, the parties must agree to a mutually acceptable amendment to this Agreement reflecting such technical changes and setting forth any changes in the price and/or delivery schedule. For this purpose, the Buyer hereby appoints the Buyer's Contact for Technical Issues as set forth in Article I, which person has authority to negotiate any such changes with Sikorsky and execute a legally binding Amendment reflecting such technical, price and/or delivery changes.

5. ***Unqualified Equipment*** – [*If applicable*] The following Buyer-specific equipment has not yet been approved for installation on the Deluxe Executive Helicopter by the appropriate regulatory authority:

Nomenclature	System	Supplier
None		

In order to support the Scheduled Presentation Date Completion Services, the equipment supplier must provide substantiating data and/or analysis to Sikorsky in a timely manner to accomplish the qualification approval. If the supplier is not capable or willing to provide this substantiation in a timely manner to support delivery of the Deluxe Executive Helicopter, the Deluxe Executive Helicopter will be delivered with space and power provisions, as applicable, with the equipment furnished on delivery as loose

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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equipment. The Buyer will be offered the alternative of having Sikorsky perform necessary tests, without guaranty of results, for an additional price.

6. ***Helotrac™*** - With each Helicopter sold and delivered hereunder, Sikorsky shall make available to Buyer a one year subscription to this service.

VIII. *TRAINING PROVISIONS*

1. ***Initial Pilot Training Services*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall make available to three (3) Buyer pilots an S-76 initial pilot training course approximately ten (10) days in duration, consisting of a Visual Flight Rules ("VFR") transition segment and, as required, an Instrument Flight Rules ("IFR") transition segment. Each of the segments is programmed to provide emphasis on helicopter familiarization, classroom instruction on systems operation and instruction in both the S-76 Simulator and the S-76 Cockpit Trainer. In addition, each Buyer pilot will receive two and one half (2.5) hours of flight with an instructor pilot. Each Buyer pilot must have a current U.S. commercial helicopter certificate or equivalent, and for the IFR segment, each Buyer pilot must have a current commercial certificate helicopter instrument rating, or equivalent. All flight training shall be conducted on the Deluxe Executive Helicopter to be delivered hereunder, following acceptance by the Buyer and transfer of title to the Buyer.

2. ***Initial Maintenance or Electrical Training Services*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall make available to three (3) Buyer mechanics an initial S-76 maintenance training course approximately fifteen (15) days in duration or, at Buyer's option, an S-76 electrical training course approximately ten (10) days in duration. Either course includes inspection and maintenance troubleshooting and use of a maintenance trainer. Each mechanic must have background experience in one or more of the following categories: certified (by the FAA or by an equivalent airworthiness authority) airframe mechanic with one (1) year practical experience as a rated aircraft mechanic; one (1) year experience as an active mechanic on a commercial or military helicopter; or three (3) years general experience as a commercial or military aircraft mechanic.

3. ***Engine Training Services*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall make available to three (3) Buyer mechanics, an engine maintenance course at the engine manufacturer's facility. This course is approximately five (5) days in duration.

4. ***Scheduling*** - Within thirty days of Buyer's execution of the Agreement, the Buyer shall provide Sikorsky written notice as to whether the Buyer's personnel or designees are going to attend the S-76 pilot training and/or maintenance/electrical training courses.

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S-76C++ NEW HELICOPTER SALES AGREEMENT

Sikorsky will, if practical, schedule the ground school portion of the pilot training course and the maintenance/electrical training course so that completion will be accomplished immediately prior to the delivery of the Deluxe Executive Helicopter to Buyer. If the Buyer elects to have three (3) pilots attend the S-76 pilot training course, both pilots must, unless Sikorsky agrees otherwise, attend the course concurrently. Sikorsky shall notify the Buyer as to the location of the training courses. In any event the training services in Paragraphs (1), (2) and (3) above must be scheduled and completed within twelve (12) months of the Helicopter delivery to which such services are allocable, in default of which Buyer shall no longer be entitled to such services. The training services provided in accordance with Paragraphs (1), (2) and (3) above will be conducted in the English language. The Buyer is responsible for all travel and expenses associated with their personnel attending such training sessions. The Buyer shall provide all documentation, and personal information on the pilots to be trained, and cooperation for pilot training as requested by Sikorsky to assure compliance with U. S. A. laws and applicable policies and regulations in force at the time of training.

5. ***Hold Harmless and Indemnification*** - In consideration of Sikorsky making training services available to the Buyer hereunder, the Buyer, as the Deluxe Executive Helicopter owner whose employees or designees will be the recipient of such training services, shall secure and protect itself and shall indemnify Sikorsky, FlightSafety International, Inc., their affiliates and their respective directors, officers, employees, service representatives, and agents, from any liability, claim of liability, expense, cause of action, loss or damage whatsoever, whether arising in tort or otherwise, for any injury, including death, to any person or property whatsoever (including the Buyer's Deluxe Executive Helicopter(s)), arising out of or in conjunction with the performance of such training services.

6. ***Insurance Requirements*** - Toward effectuating the security, protection and indemnification of Paragraph 5 above, and in addition to Buyer's obligations under such Paragraph 5, Buyer agrees to carry as a minimum on each Deluxe Executive Helicopter purchased under this Agreement the following insurance prior to the commencement of the flight training services provided hereunder:

   a. Aircraft Public Liability, Bodily Injury and Property Damage and Passenger Legal Liability Insurance, including Contractual Liability Insurance to cover the liabilities herein assumed by Buyer, with a limit of not less than $50,000,000.00 for a single occurrence.

   b. Aircraft Hull All Risk Loss or Damage Insurance covering the Deluxe Executive Helicopter in the amount of the Deluxe Executive Helicopter Unit Price.

All of the insurance policies shall be issued by companies satisfactory to Sikorsky, shall be in form and substance reasonably satisfactory to Sikorsky, shall name Sikorsky, FlightSafety International, Inc. and their respective affiliates as additional insureds, shall contain a provision prohibiting cancellation except upon at least ten (10) days prior written notice to Sikorsky and FlightSafety International, Inc., shall contain a complete

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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S-76C++ NEW HELICOPTER SALES AGREEMENT

waiver of subrogation by the insurer against Sikorsky, FlightSafety International, Inc., and their respective affiliates, and shall be primary and non-contributory with respect to any insurance carried by Sikorsky and/or FlightSafety International, Inc. Buyer shall furnish to Sikorsky either certified copies of such policies or certificates evidencing such insurance and waiver. Such copies or certificates shall be presented to Sikorsky thirty (30) days prior to the scheduled commencement of the flight training.

7. ***Further Understandings*** - Sikorsky assumes no liability for any expense of the Buyer, including those of Buyer's personnel, directly or indirectly connected with the furnishing of training services provided for herein or for any expenses for the operation or maintenance of the Buyer's Deluxe Executive Helicopter(s). The parties expressly understand and agree that the responsibility of Sikorsky in the furnishing of the training services described above is limited to the furnishing of such and shall not extend to the results thereof. The parties further understand and agree that, in the event Buyer elects not to take all or any portion of the training services provided for herein, no refund or other financial adjustment of the Total Contract Price will be made.

IN WITNESS WHEREOF, this Agreement has been executed by each party's authorized representative.

Air Ghislaine, Inc.:

By: Darren K. Indyke

Name: Darren K. Indyke

Title: Vice President

Date: 12-14-07

Sikorsky Aircraft Corporation

By: Vicki Conant

Name: Vicki Conant

Title: Manager, CBO

Acceptance Date: 12/17/07

Exhibit A	Helicopter Configuration
Exhibit B	Warranty
Exhibit C	Acceptance Documents

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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Air Ghislaine
DELUXE EXECUTIVE AIRCRAFT

ATTACHMENT A

HELICOPTER CONFIGURATION

The following items of standard and optional equipment as described below, which have been selected by the Buyer, shall be installed on the Helicopter to be delivered under the Agreement.

Part 1:

BASELINE AIRCRAFT

Features of the S-76C++ Aircraft Code 0102:

Dynamic System - Two Turbomeca Arriel 2S2 engines, and a four blade articulated main rotor system with dual controls.
Cockpit – An Integrated Instrument Display System (IIDS), with an easy to upgrade avionics package. There is a Bleed Air Heating Defogging system and dual windshield wipers. The Pilot and Copilot seats come with a five point Restraint system.
Cabin – A large cabin that can be configured for four different missions and a 38 cubic foot baggage compartment
Other – Retractable landing gear, and 281 gallons of usable fuel

Baseline Avionics Package Includes:

Collins Proline II: Dual Collins VHF 22A Comms and VIR 32 Navs, single ADF 462 ADF, TDR 90 Transponder, DME 42 DME with IND 42A Indicator, ALT 1000 Radio Altimeter with Expanded Scale ALI 55A Indicator.
Honeywell EFIS/DAFCS: 4-Tube Honeywell EDZ 756 EFIS with 5" x 6" Indicators Displaying Airspeed, Altitude and Vertical Speed, Dual Litef AHRS, Dual Penny and Giles Air Data Computers, Dual Honeywell Digital SPZ 7600 Automatic Flight Control System, Altitude Alert.
Electrical: 28 Volt Electrical System with two 200 Amp Starter/Generators, 10 KVA AC Generator, Dual Static Inverters, Avionics and EFIS Master Switches.
Audio: Dual dB Systems Audio control panels with ICS and VOX plus three maintenance jacks, one in the cabin and two in the baggage compartment. This also includes dual 45° pedestal mounted ICS foot switches, three David Clark Headsets, one six-foot walk-around cord and two 30-foot walk-around cords, Cabin PA/Chime System, and a Passenger Briefing System - PBS 250
Backup/Safety Systems: Enhanced Ground Proximity Warning System, Universal 120 CVR, 3" Backup Airspeed Indicator and Altimeter, ADI-335D Standby Attitude Indicator with Nav1/Nav2 Select, ELT 406-NHM w/ Satellite Frequency, Electric Door Locks – Cabin, Cabin/Cockpit and FD DCPL Chime/Annunciator
Weather Related Systems: Wx Avoidance Radar - Primus 440, Windshield Washer System, Heated Glass Windshields, and Engine Inlet Barrier Filter

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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S-76 NEW HELICOPTER SALES AGREEMENT
EXHIBIT A

PART 2
DELUXE EXECUTIVE COMPLETION SERVICES

ADDITIONAL AVIONICS ITEMS

07025 Delete PBS 250 Passenger Briefing System
11002 Radio Tuning Units - RTU 4200
11028 Dual - Mode S Transponders w/Diversity TDR 94D
11037 DME, 2nd - DME 42
30061 Cabin ICS
30012 Audio Jacks - Emergency *(Std/Bose)*
30020 Audio Jacks, Cockpit - Bose
30093 Cabin Call System
31021 Speakers - Door, Two
32001 Cellular Phone Base and Charger
32024 Satellite Communications System, AirCell ST 3100
34053 Nav/LRN Switch for ADI 335D
34081 Vertical Card Standby Compass
35053 FMS - Universal UNS 1F w/Go Around Switch wired to the Collective
36044 Lightning Strike Sensor - LSZ 860 w/LU 860
36065 Wx Avoidance Radar - Primus 880, *exchange for Primus 440*
36104 GMX-200 Multi Function Display, Garmin
36105 Jepp View for GMX-200 MFD)
36120 Honeywell Multi Function Radar Display (MFRD) displays Radar, Flight Plan, & Checklists
37011 TCAS I System - CAS 66A
37017 TCAS Control Panel - CP 66B
37025 TCAS I TA/VSI Display, Dual -IVA 81D

PAINTS & FINISHES

50002 VIP Interior Paint Prep & Finish
50012 VIP Exterior Paint Preparation & Finish

INTERIORS

63000 Deluxe VIP Interior Group, featuring: Silencer airframe isolated interior wall panel system, high performance airframe mounted secondary acoustic package, Ultraleather or Ultrasuede interior panel upholstery, ECS ducting, cockpit/cabin divider bulkhead with left hand and right hand sliding windows, leather seat upholstery, general cabin lighting, emergency cabin lighting, reading lights (8) and air outlets (8), cabin door threshold lighting, membrane switch panels to control cabin systems, tinted interior cabin windows, decorative plating in cabin, illuminated ordinance signs, emergency/informational signage, emergency exit signs, cabin and cockpit carpet with spare, wood veneer/leather/decorative metal details, integral magazine racks on cabin doors, storage cabinet forward of raised fuel deck, seat maintenance covers, cabin floor runners, molded baggage compartment floor liner, Stain Guard Protection, Nut Plates fittings for all Opera Windows and Removal of unused tie down fittings.
63013 Aft Facing Bench – ¾ Place
63071 Bulkhead Storage Compartment - Crew *(Aft Facing Bench)*
63085 Cabin Coat Hooks, Two
63098 Acoustic Noise Reduction - Bay Blanket Kit, Lightweight
70016 Sheepskin Seating - Crew Seats
70052 Seat Belt Extension
72063 Flight Manual Storage, LH Controls Closet

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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S-76 NEW HELICOPTER SALES AGREEMENT
EXHIBIT A

INTERIORS (Continued)

76017 Cabin Door Vents, Remove
77034 Single Action Door Release

AIRCRAFT ITEMS

80001 Boarding Step, Retractable - LH
80002 Boarding Step, Retractable -RH
80082 Engine Inlet Covers Storage *(S-76C++)*
80086 Maintenance Covers - Exterior
80090 Vertical Pylon Access Panels, CSN 76-207
83001 Annunciator - "FUEL X-FEED" ON
83051 Hydraulic Quick Disconnect Relocation
83055 Remove LH Accessory Drive - CSN 76-205
83065 Pulsed Electric Engine Chip Detector System, Eaton 1K7707
84051 C4 Environmental System
85001 Annunciator - "Land LT ON"
85002 Annunciator - "Search LT ON"
85012 Gooseneck Map Lights
85036 Anti-Collision Light, Red - Bottom
85051 Landing Light - LH Main Gear
85061 Recognition Lights - Forward Facing
85063 Logo Lights
85071 Pulselight System
85072 Pulse Landing Lights
85073 Pulse Recognition Lights
86001 Approach Plate Holder, Lighted - Pilot
86002 Approach Plate Holder, Lighted - Copilot
86016 Pencil Holder
86017 Console Storage Bin-Small *(Added per amend 1)*
86026 Sun Tint - Windshield
86050 Overhead Lateral Absorber
86052 Bifilar 5P
86054 Track and Balance Accelerometers Installed in Fuel Cell Extension
86060 Rotor Pedals Lube Kit
87001 Annunciator - "Pitot Heat" On
87002 Annunciator - "W/S Heat On"
88051 Floats Completion
88061 Single Pilot IFR
90001 Cabin reading light master ON/OFF switch in the cockpit
90002 Clear Coat Exterior Paint (over metallic)
90003 Replace exterior fairing/access panel hardware with stainless steel hardware
90004 Relocate reading lights from center cabin ceiling to above outboard passenger system
90005 Eight Bose headset jacks for use with the cabin ICS in the cabin (custom locations)
90006 Satcom System to be installed without the cockpit intercom capability (ref. code 32024)
90007 GMX200 display to be installed on the right and the MFRD on the left
90009 Audio input jack in cabin for ipod type device. Entertainment audio to be heard in all cabin Bose headsets. No other controls, volume controlled via IPod device
90010 Audio input jack in cockpit for ipod type device. Entertainment audio to be heard in both cockpit Bose headsets only. No other controls, volume controlled via ipod device

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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S-76 NEW HELICOPTER SALES AGREEMENT
EXHIBIT A

AIRCRAFT ITEMS (continued)

90012 Boarding steps to be surfaced with coarse non-skid
90013 Fwd facing bench seat, 3-4 passenger, W/wide single fold down armrest for right hand passenger. Armrest shall be shortened from the standard length and provide storage inside under lid for IPOD/Cell phone jacks (reference 90021 & 90009) and holders for customer furnished IPOD/Cell phone.
90015 Sheep skin throw carpet for cabin floor.
90016 Headset hangers located at ceiling level above all 8 cabin seats against forward/aft bulkheads
90017 Customer Cabin Interior Materials
Customer Furnished Materials
(Leather, Carpet, Sheepskin, Panel Covering)
Custom Upholstery Work
90019 Do not install the 63000 magazine storage in lower cabin doors *(Added per amend 1)*
90020 Custom upholstery/cushion fabrication requiring customer approval via pre-production prototype. 90021 Cell phone interface into the cabin ICS system. Connection to be in the fold down armrest of the 90013 fwd facing bench seat with ability to select the cell phone connection for any occupant on the fwd facing bench seat (4) positions. Tied to Weight-on-Wheels switch to disable in-flight use.

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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S-76 NEW HELICOPTER SALES AGREEMENT
EXHIBIT A

ANNEX 1

CODE	Option Name	P/N	NOMENCLATURE	QTY
0102	Standard Aircraft	250-2 AC/3A	Exit Sign	2
		33776-52598-041	Curtain Assy	1
		33776-57574-042	Duct Assy.	1
		33776-57574-045	Ceiling Panel Assy	1
		33776-64732-104	Ballast	18
		76500-00701-041	Plate Assy	1
		33776-64732-103	Retainer	3
		Door Seals		4
07025	Delete PBS 250 Passenger Briefing System		PBS-250	1
11002	(RTU) Radio Tuning Units	622-6521-015	NAV Control Head (CTL 32)	2
		622-6520-007	COMM Control Head (CTL 92)	2
		622-6523-203	Transponder Control Head (CTL 92)	1
		622-6522-007	ADF Control Head	1
		33776-44352-045	Mounting Plates	3
11028	Dual Mode S XPNDR -TDR 94	622-1270-001	TDR-90 Transponder RT	1
		622-5211-003	TDR-90 Tray	1
		622-6590-002	CAD 62 Adapter	1
		653-9015-001	CAD 62 Adapter Tray	1
		622-6523-203	Transponder Control Head	1
34081	Vertical Card for Standby Compass	MS17983-4	Standby Compass	1
36065	Primus 880 Weather Radar	7021450-401	WU440 TRA	
36120	Honeywell Multi Function Radar Display (MFRD)	80-5214-2-2	Radar Only Display	1
84051	C4 Environmental System	SS49TA824-4D16V	Restrictor	1
		129580-2	Duct Tee	1
		129632-1	Sensor	1
		3166037-1	Tee Assy	1
		3166037-4	Tee	1
		3214102-2	Pressure Transducer	1
		33776-54210-041	Suppressor	1

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261877

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S-76 NEW HELICOPTER SALES AGREEMENT
EXHIBIT A

CODE	Option Name	P/N	NOMENCLATURE	QTY
		76306-07004-578	Tube Assy	1
		76306-07004-080	Tube	3
		76307-03006-047	Tube	1
		76307-03006-071	Tube	1
		76307-03006-072	Tube	1
		76450-01042-041	Panel Assy	1
		76500-07075-042	Adapter Assy	2
		76500-07901-103	Blower	1
		76500-07905-103	Suppressor	1
		76306-07004-057	Tube Assy	1
		76306-07004-068	Tube Assy	1
		76307-03006-049	Tube Assy	1
		76307-03006-082	Tube Assy	1
		76307-03006-083	Tube Assy	1
		76307-03006-084	Tube Assy	1
		76500-07054-043	Duct Assy	1
		76500-07068-042	Adapter Assy	1
		76500-07900-104	Valve	1
		76500-07068-102	Adapter	1
		76212-03004-044	Heat Duct Assy	1
		76212-03004-043	Heat Plenum	1
		76212-01016-101	Cockpit Defrost Duct	1
		76212-03005-101	Cockpit Defrost Duct	1
		76212-03004-051	Duct Assy. Upper L/H	1
		76212-03004-042	Duct Assy	1
		76212-03004-041	Duct Assy	1
		76500-07512-042	Assy	1
		33776-64058-041	Switch Box Assy, LH	1
		1482-03	LH NACA Duct Valve Assy	1
		1482-04	RH NACA Duct Valve Assy	1
		76207-01136-101	Panel	4
		1613-01	Vent Panel Assy	1
		1613-02	Vent Panel Assy	1
		82405	Diffuser	4
85012	Gooseneck Map Lights (EX)	15-0007-127	Grimes Utility Lights	2

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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S-76 NEW HELICOPTER SALES AGREEMENT
EXHIBIT B

1. WARRANTY

Sikorsky warrants to Buyer that each new helicopter sold by it, the parts and accessories installed thereon (except for the engines and engine accessories that are covered by the engine manufacturer's separate warranty, as well as Buyer supplied equipment), and new spare parts shall be free from defects in material and workmanship under normal use and service for the periods outlined below. Normal Use and Service shall mean the operation and maintenance of the Helicopter, sub-assemblies, and parts in accordance with Supplier's Flight, Maintenance, or Overhaul Manuals and Operating Instructions.

2. DURATION

CATEGORY	PERIOD OF COVERAGE
New Aircraft	3 years or 1000 hours of operation after delivery of the Deluxe Executive Helicopter to Buyer, whichever occurs first
New Spare Parts & GSE (if applicable)	1 year from date of shipment from Sikorsky

3. SIKORSKY OBLIGATIONS

A. REPAIR/REPLACEMENT

Sikorsky shall be obligated under this warranty to the repair or replacement of the defective item with a new, overhauled or serviceable replacement item during the applicable term of the warranty. The decision to repair or replace the defective item is solely at the discretion of Sikorsky exercised with reasonable care.

Replacement parts that are life limited shall have hourly, calendar or cycle lives remaining equal or greater than the hourly, calendar or cycle lives remaining of the parts being replaced (whichever is applicable, and if more than one is applicable, whichever is greater), unless otherwise agreed by the parties. If Helicopter Support, Inc (HSI) does not have a part whose life is equal to or less than the one removed, HSI shall contact Buyer and it would be the Buyer's option whether to accept an exchange or to arrange for a loaner while Buyer's is being repaired.

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S-76 NEW HELICOPTER SALES AGREEMENT
EXHIBIT B

B. LABOR

Sikorsky will cover Labor associated with the direct repair of a warranted item. Labor associated with troubleshooting, gaining access to, the removing and reinstalling a warranted item, or testing of the repaired or replaced item is not covered under this warranty.

4. BUYER'S OBLIGATIONS

A. The Buyer must notify Sikorsky in writing of any defect occurring within the warranty period, within sixty (60) days after its discovery. Such notification will be accomplished by completing a Sikorsky RSA (Return to Sikorsky Aircraft, SA Form 7859 and submitting it either via telefax or email.

B. If Sikorsky elects to replace or exchange rather than repair and return the warranted item the Buyer must return the defective part reasonably requested to Sikorsky or its designated repair facility within 30 days (domestic) or 60 days (international) of receipt of a replacement/ exchange item, if so requested by Sikorsky. Any defective item that is replaced or exchanged by Sikorsky shall automatically become the property of Sikorsky.

C. If requested by Sikorsky, the Buyer must furnish Sikorsky with copies of pertinent Deluxe Executive Helicopter operational and maintenance records. Such records may include any and all those prepared during the entire warranty period immediately preceding the discovery as well as records of any incident, accident, or unusual event encountered by the Deluxe Executive Helicopter at any time prior to the discovery of the defect.

5. TRANSPORTATION

Transportation charges relating to approved warranty claims for the return of defective goods to Sikorsky, their reshipment to Buyer, and the risk of loss thereof, up to and including the average cost of Federal Express P1 or equivalent, will be borne by Sikorsky if returned in accordance with written shipping instructions from Sikorsky. Transportation charges do not include taxes, duties, loans, lease charges, exchange fees, warehousing charges, handling charges, or administrative charges when charged by a party other than Sikorsky or a Sikorsky subcontractor. Any premium transportation costs shall be borne by the Buyer.

6. WARRANTY ON REPLACEMENT PARTS

Parts repaired, replaced, or exchanged (newly manufactured, repaired or overhauled) on a valid warranty claim are warranted for the remainder of the original warranty

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261880

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period associated with the discrepant part removed unless the warranted part is provided with less than thirty days of the expiration of the original warranty period, in that instance the parts repaired, replaced, or exchanged (newly manufactured, repaired or overhauled) shall have a warranty that extends for ninety days beyond the original warranty expiration date.

7. EXCLUSIONS

This warranty does not apply and Sikorsky shall be relieved of its obligations and liability with respect to any claim under the Warranty if such claim results from any of the following:

A. Deluxe Executive Helicopters which are not maintained, operated or repaired in accordance with the governing or applicable provisions of Sikorsky's, its subcontractors, the FAA or DOT, as applicable, Approved Flight Manual, Maintenance Manual and Service Bulletins, and as each thereof may be amended from time to time by Sikorsky, and/or

B. Deluxe Executive Helicopters which undergo structural modifications, repairs, and/or engine retrofits without the express written approval and technical guidance of Sikorsky, and which are determined to be the cause or a contributing cause of the defect, and/or

C. Deluxe Executive Helicopters or parts which have been subject to abuse, misuse, negligence, combat damage, incident or accident, and/or

D. Deluxe Executive Helicopters or parts which have been subject to direct foreign object damage, ingestion of foreign material, or any corrosive or erosive agent, and/or

E. Standard consumable and expendable items such as, but not limited to, seals, filters, gaskets, tires, hoses, bulbs, switches, batteries, bearings, brake pads and general hardware, and/or

F. Normal wear and tear, including normal wear and tear to exterior paint and interior items such as, but not limited to, seats, sidewall and headliner coverings, woodwork, plating and other soft trim appearance items, and/or

G. Parts and accessories whose manufacturer's identification tag has been removed or obliterated or cannot otherwise be identified as having been installed on the helicopter at delivery, and/or

H. Failures that result from external contamination such as contaminated fuel, oil, hydraulic fluids and the like, and/or

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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S-76 NEW HELICOPTER SALES AGREEMENT
EXHIBIT B

I. Costs identified as commercial losses, or profits due to loss of use of the aircraft, and/or

J. Damage to the Deluxe Executive Helicopter or other property without limitation, incidental, and consequential damages.

8. DISCLAIMER

A. TITLE

Sikorsky warrants to Buyer that it will convey good title to the Helicopter and parts sold hereunder. Sikorsky's liability and Buyer's remedy under this warranty are limited to the removal of any title defect or at the election of Sikorsky to the replacement of the Deluxe Executive Helicopter or parts thereof which are defective in title; provided, however, that the right and remedies of the parties with respect to patent infringement shall be limited to the provisions of Paragraph 8B below.

B. PATENT INFRINGEMENT

Sikorsky shall conduct, at its own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use or resale by Buyer or any subsequent purchaser or user of any Deluxe Executive Helicopter or part delivered hereunder directly infringes any United States patent, but only on the conditions that (A) Sikorsky receives prompt written notice of such suit, or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to Buyer and defendant for such defense; (B) said Deluxe Executive Helicopter or part is made according to a specification or design furnished by Sikorsky or, if a process patent is involved, the process performed by the Deluxe Executive Helicopter(s) is recommended in writing by Sikorsky; and (C) the suit, or action is brought against Buyer or one expressly indemnified by Buyer. Provided all of the foregoing conditions have been met, Sikorsky shall, at its own expense, either settle said suit, or action or shall pay all damages, and, if the use or resale of such Deluxe Executive Helicopter or part is finally enjoined, Sikorsky shall, at Sikorsky's option: (i) procure for defendant the right to use or resell the Deluxe Executive Helicopter or part, (ii) replace them with an equivalent non-infringing Helicopter or part, (iii) modify them so they become non-infringing but equivalent, or (iv) remove them and refund the purchase price (less a reasonable allowance for use, damage, and obsolescence).

If a suit, or action is based on a design or specification furnished by Buyer, or on the performance of a process not recommended in writing by Sikorsky, or on the

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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use or sale of the Deluxe Executive Helicopter or parts delivered hereunder in combination with other helicopter parts not delivered to Buyer by Sikorsky, Buyer shall indemnify and save Sikorsky harmless therefrom.

C. EXCLUSIVE WARRANTIES & REMEDIES

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF (i) ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND (ii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN CONTRACT OR TORT, WHETHER OR NOT ARISING FROM SIKORSKY'S OR ANY OF ITS AFFILIATE'S NEGLIGENCE, ACTUAL OR IMPUTED, STRICT TORT LIABILITY OR BREACH OF WARRANTY. THE REMEDIES OF THE BUYER SHALL BE LIMITED TO THOSE PROVIDED HEREIN TO THE EXCLUSION OF ANY OTHER REMEDIES INCLUDING, WITHOUT LIMITATION, INCIDENTAL OR CONSEQUENTIAL DAMAGES. NO AGREEMENT VARYING OR EXTENDING THE FOREGOING WARRANTIES, REMEDIES, OR THIS LIMITATION WILL BE BINDING UPON SIKORSKY OR ANY OF ITS AFFILIATES UNLESS IN WRITING, SIGNED BY A DULY AUTHORIZED OFFICER OF SIKORSKY OR SUCH AFFILIATES.

9. GENERAL

A. This warranty may not be assigned or otherwise transferred to any other party without the advance, written consent of Sikorsky, such consent shall not to be unreasonably withheld.

B. Warranties covering the engines and engine accessories installed on the Deluxe Executive Helicopter are made separately to the Buyer by the engine manufacturer. All warranty claims pertaining to those items must be made directly to the manufacturer in question, provided that Sikorsky, as a matter of accommodation, will process the claim on behalf of the Buyer to the appropriate manufacturer if so requested.

SDNY_GM_00003284

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261883

EFTA02727650

S-76 NEW HELICOPTER SALES AGREEMENT
EXHIBIT C

ACCEPTANCE DOCUMENTS

Helicopter
Inspection and Acceptance
Certificate

Pursuant to the S-76 New Helicopter Sales Agreement Number _____, dated _____, between Sikorsky Aircraft Corporation and _____;

Inspection - _____ hereby acknowledges that he has thoroughly inspected the helicopter described below and has found it to be acceptable and in accordance with the requirements of the above referenced Agreement;

and

Acceptance – _____ hereby accepts delivery and title of the helicopter described below in on the ____ day of _____ at _____ __m. hours local time.

Aircraft Description –

Sikorsky S-76C with Turbomeca Arriel 2S2 Engines (commonly referred to as S-76C++
Serial Number
Registration Number
Engine Numbers

IN WITNESS WHEREOF, _____. has caused this Certificate to be executed

this ____ day of _____.

Customer Name

Signature: _____

Name: _____
Title: _____

SDNY_GM_00006135

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

S-76 NEW HELICOPTER SALES AGREEMENT
EXHIBIT C

Warranty Bill of Sale

KNOW ALL MEN BY THESE PRESENTS:

THAT SIKORSKY AIRCRAFT CORPORATION ("Sikorsky"), is the lawful owner of the full legal and beneficial title to the following tangible personal property:

that certain Sikorsky S-76C++ helicopter, manufacturer's serial number 760___ and United States registration number _____, together with two (2) two Turbomeca Arriel 2S2 engines bearing manufacturer's serial numbers _____ and _____, as more fully described in Exhibit A to that certain S76C++ New Helicopter Sales Agreement (number _____) by and between Buyer (as defined below) and Sikorsky dated as of the ____ day of _____ __, 200_ as amended and assigned to __ _____ (the "**Helicopter**"); and

all documents and records relating or required to be maintained with respect to the Helicopter, including, without limitation, all flight manuals, maintenance manuals, engine log books, airframe log book, weight and balance data, flight records, maintenance records, , airframe and aircraft component warranties, engines warranties, avionics warranties, and any and all other records related to the Helicopter (the "**Helicopter Documents**").

THAT, for good and valuable consideration of the sum of One and 00/100 dollars ($1.00), receipt and adequacy of which is hereby acknowledged, Sikorsky does as of the date provided below, grant, convey, transfer, deliver and set over all right, title and interest in and to the Helicopter and the Helicopter Documents unto _____ ("Buyer"), and unto Buyer's successors and assigns forever.

THAT, Sikorsky hereby represents that there is hereby conveyed to Buyer on the date hereof, all legal, beneficial, record, good, equitable, exclusive, and marketable title to the Helicopter and the Helicopter Documents free and clear of any and all mortgages, liens, claims, encumbrances and rights of others, and Sikorsky will warrant and defend such title forever against all claims and demands whatsoever.

IN WITNESS WHEREOF, Sikorsky has caused this instrument to be executed and delivered by its duly authorized signatory as of this ____ day of _____ 200_.

SIKORSKY AIRCRAFT CORPORATION

Signature: _____

Print: _____

Title: _____

SDNY_GM_00003286

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261885

EFTA02727652

S-76 NEW HELICOPTER SALES AGREEMENT
EXHIBIT C

Certificate of Acceptance of the Completion Services

Pursuant to the S-76 New Helicopter Sales Agreement Number _____, dated _____,

between Sikorsky Aircraft Corporation and _____ _____;

Inspection - _____ hereby acknowledges that he has thoroughly inspected the helicopter described below and has found it to be acceptable and in accordance with the requirements of the above referenced Agreement;

and

Acceptance – _____ hereby accepts delivery of the helicopter described below on the ____ day of _____ 2007 at _____ __m. hours local time.

Aircraft Description –
Sikorsky S-76C with Turbomeca Arriel 2S2 Engines (Commonly known as S-76 C++)
Serial Number
Registration Number
Engine Numbers

IN WITNESS WHEREOF, _____, has caused this Certificate to be executed

this ____ day of _____ 200_.

Customer Name_____

Signature:

_____

Name: _____

Title: _____

SDNY_GM_00006256

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Sikorsky Aircraft Corporation.
6900 Main Street
Stratford, Connecticut 06615
(203) 386-4000

Sikorsky
A United Technologies Company

January 11, 2005

SPB6167

Air Ghislaine
Care of:
Mr. Larry Visoski
Jet Aviation
1514 Perimeter Rd.
West Palm Beach, Fl. 33406

Re: Proposal for a new S-76C++ Deluxe Executive Helicopter

Dear Mr. Visoski

Thank you very much for your interest in Sikorsky's S-76C++ helicopter (the "S-76C++"). We are pleased to provide you with the following proposal for an S-76C++ in a Deluxe Executive configuration. The S-76 helicopter offers operators the most reliable, efficient and cost efficient helicopter in its class. An upgraded version of the proven S-76C helicopter, the S-76C++ will combine the rugged S-76B helicopter airframe with the more capable, FADEC-controlled Turbomeca Arriel 2S2 engines. All of Sikorsky's commercially offered aircraft are equipped with the Honeywell MARK XXII Enhanced Ground Proximity Warning System ("EPGWS") and the Universal 120 Cockpit voice data recorder. The EGPWS provides a real-time situational awareness of surrounding terrain and obstacles in relation to the aircraft's altitude and flight path. The system is designed to visually and aurally alert the flight crew to potential trouble ahead.

More Fortune 100 companies select the S-76 helicopter over our competition due to:

Comfort – a roomy cabin more akin to a corporate jet than any other helicopter.
Performance – the best combination of speed, range, payload and single engine performance.
Proven safety – with over 20 years of operating experience and nearly three million fleet hours.
Reliability – dual digital autopilot, integrated avionics system, flight management system and an all-glass cockpit; allowing flight in almost any weather.

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

1. **Sikorsky Proposal**:

S-76C++	Deluxe Executive Helicopter, as defined in Attachment A
Quantity:	One (1)
Baseline Helicopter Unit Price:	US $ 8,000,000 as defined in Attachment A Part 1
Deluxe Executive Helicopter Completion Services Unit Price:	US $ 2,500,000 as defined in Attachment A Part 2
Deluxe Executive Helicopter Unit Price:	US $10,500,000 as defined in Attachment A Parts 1 and 2
Total Contract Price:	US $10,500,000
Title Transfer:	2007
Completion Services:	2007

2. **Delivery** – For the proposed configuration and based on current backlog, the Deluxe Executive Helicopter could be completed approximately eighteen to twenty months after execution of a New Helicopter Sales Agreement containing Sikorsky's standard terms and conditions of sale ("Sales Agreement"). Sikorsky reserves the right to adjust this lead-time based on a customer's configuration requirements and the current manufacturing backlog.

3. **Payment** - An initial payment of 20% of the Total Contract Price is due upon execution of a Sales Agreement. A payment of 80% of the Baseline Helicopter Unit Price, is due upon acceptance by the customer and title transfer of the Baseline Helicopter (proposal Attachment A, Part 1), which shall occur prior to induction of the Baseline Helicopter into Sikorsky's completion center (approximately six months prior to delivery). A Completion Services Interim Payment (40% of the Deluxe Executive Helicopter Completion Services Unit Price) is due upon induction of the Baseline Helicopter into Sikorsky's completion center. A Completion Services Final Payment (40% of the Deluxe Executive Helicopter Completion Services Unit Price) is due upon final acceptance of the Deluxe Executive Helicopter (proposal Attachment A, Part 2).

4. **Publications** – Sikorsky shall furnish with the Deluxe Executive Helicopter a copy of the Pilot's Flight Operating Manual, Maintenance Manual, Illustrated Parts Catalog, Wiring Manual, Engine Operating and Maintenance Manual and Engine Illustrated Parts Breakdown, and all revisions to each manual for two years after delivery of the Deluxe Executive Helicopter.

5. **Training** – Also included in the price of the Deluxe Executive Helicopter, Sikorsky will provide pilot and maintenance training for two pilots and two maintainers at FlightSafety International, in West Palm Beach, FL as well as engine maintenance training at Turbomeca's engine facility in Grand Prairie, TX for two engine maintainers. Travel costs to and from the learning centers, and accommodation and local transportation during training will be at the customer's expense. All classes and training materials are in the English language.

6. **Warranty** - Sikorsky provides a comprehensive warranty that provides coverage for a period of two years or 1,000 hours (whichever occurs first), without pro-ration.

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

7. **Airworthiness Certification** – The S-76C++ helicopter is designed and certified to the Federal Aviation Administration FAR Part 29 Transport Category Standard, the most stringent FAA category for rotorcraft.

8. **Charter Time** - As an added benefit of an S-76 Deluxe Executive Helicopter acquisition, Sikorsky is pleased to provide ten hours of S-76 charter time in the metropolitan New York area with our subsidiary, Associated Aircraft Group (AAG), at no charge. Availability of charter time is subject to standard terms and conditions of AAG. The credit for these services may be used at your convenience and will remain on account with AAG for two years after execution of the Sales Agreement.

9. **Disclosure** – This document is provided with the express understanding that the document contains technical, business, and/or financial information which is submitted in confidence; and no disclosure or use of this information is permissible without express written consent of Sikorsky except by Air Fleet Leasing and Management Company, Inc. within Air Fleet Leasing and Management Company, Inc. as necessary for the evaluation of this document.

10. **Offer Acceptance** - - Except where modified by the Attachment (B) S76-C++ Deposit Agreement, this proposal shall remain valid for sixty days from the date of this letter and is subject to execution of a Sales Agreement containing Sikorsky standard terms and conditions of sale. Prior to execution of a Sales Agreement, the delivery position for the Deluxe Executive Helicopter is subject to prior sale.

Your interest in the S-76 helicopter program is certainly recognized and appreciated by the entire Sikorsky team. We look forward to discussing this potential transaction in greater detail at your convenience. In the meantime, please do not hesitate to contact Mr. John Sartor, Regional Sales Manager, at telephone (904) 529-9884 if you have questions. Please also visit our website at WWW.SIKORSKY.COM for further information and pictures of our aircraft.

Very truly yours,

SIKORSKY AIRCRAFT CORPORATION

Marc B. Poland
Director - Proposal Operations

Enclosure: Attachment (A) S-76C++ Deluxe Executive Configuration

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

BASELINE AIRCRAFT – PART 1

Features of the S-76C++ Aircraft Code 0102:

Dynamic System - Two Turbomeca Arriel 2S2 engines, and a four blade articulated main rotor system with dual controls.
Cockpit – An Integrated Instrument Display System (IIDS), with an easy to upgrade avionics package. There is a Bleed Air Heating Defogging system and dual windshield wipers. The Pilot and Copilot seats come with a five point Restraint system.
Cabin – A large cabin that can be configured for four different missions and a 38 cubic foot baggage compartment
Other – Retractable landing gear, and 281 gallons of usable fuel

Baseline Avionics Package Includes:

Collins Proline II: Dual Collins VHF 22A Comms and VIR 32 Navs, single ADF 462 ADF, TDR 90 Transponder, DME 42 DME with IND 42A Indicator, ALT 55B Radio Altimeter with Expanded Scale ALI 55A Indicator.
Honeywell EFIS/DAFCS: 4-Tube Honeywell EDZ 756 EFIS with 5" x 6" Indicators Displaying Airspeed, Altitude and Vertical Speed, Dual Litef AHRS, Dual Penny and Giles Air Data Computers, Dual Honeywell Digital SPZ 7600 Automatic Flight Control System, Altitude Alert.
Electrical: 28 Volt Electrical System with two 200 Amp Starter/Generators, 10 KVA AC Generator, Dual Static Inverters, Avionics and EFIS Master Switches.
Audio: Dual dB Systems Audio control panels with ICS and VOX plus three maintenance jacks, one in the cabin and two in the baggage compartment. This also includes dual 45° pedestal mounted ICS foot switches, three David Clark Headsets, one six-foot walk-around cord and two 30-foot walk-around cords, Cabin PA/Chime System, and a Passenger Briefing System - PBS 250
Backup/Safety Systems: Enhanced Ground Proximity Warning System, Universal 120 CVR, 3" Backup Airspeed Indicator and Altimeter, ADI-335D Standby Attitude Indicator with Nav1/Nav2 Select, ELT 406-NHM w/ Satellite Frequency, Electric Door Locks – Cabin, Single Action Door Release, Cabin/Cockpit and FD DCPL Chime/Annunciator
Weather Related Systems: Wx Avoidance Radar - Primus 440, Windshield Washer System, Heated Glass Windshields, and Engine Inlet Barrier Filter

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261890

EFTA02727657

PART 2
DELUXE EXECUTIVE COMPLETION SERVICES

ADDITIONAL AVIONICS ITEMS

11002 Radio Tuning Units - RTU 4200
11028 Dual - Mode S Transponders w/Diversity TDR 94D
11037 DME, 2nd - DME 42
30012 Audio Jacks - Emergency *(Std/Bose)*
30020 Audio Jacks, Cockpit - Bose
30093 Cabin Call System
31022 Speakers - Door, Four
32001 Cellular Phone Base and Charger
32024 Satellite Communications System, AirCell ST 3100
34053 Nav/LRN Switch for ADI 335D
34081 Vertical Card Standby Compass
35053 FMS - Universal UNS 1F w/Go Around Switch wired to the Collective
36044 Lightning Strike Sensor - LSZ 860 w/LU 860
36065 Wx Avoidance Radar - Primus 880, *exchange for Primus 440*
36102 Multi-Function/Moving Map Display, Garmin AT MX-20
36103 Chart View Option for the Garmin AT MX-20
36120 Honeywell Multi Function Radar Display (MFRD) displays Radar, Flight Plan, & Checklists
37011 TCAS I System - CAS 66A
37017 TCAS Control Panel - CP 66B
37025 TCAS I TA/VSI Display, Dual -IVA 81A

PAINTS & FINISHES

50002 VIP Interior Paint Prep & Finish
50012 VIP Exterior Paint Preparation & Finish

INTERIORS

63000 **Deluxe VIP Interior Group,** featuring: Silencer airframe isolated interior wall panel system, high performance airframe mounted secondary acoustic package, Ultraleather or Ultrasuede interior panel upholstery, ECS ducting, cockpit/cabin divider bulkhead with left hand and right hand sliding windows, leather seat upholstery, general cabin lighting, emergency cabin lighting, reading lights (8) and air outlets (8), cabin door threshold lighting, membrane switch panels to control cabin systems, tinted interior cabin windows, decorative plating in cabin, illuminated ordinance signs, emergency/informational signage, emergency exit signs, cabin and cockpit carpet with spare, wood veneer/leather/decorative metal details, integral magazine racks on cabin doors, storage cabinet forward of raised fuel deck, seat maintenance covers, cabin floor runners, molded baggage compartment floor liner, Stain Guard Protection, Nut Plates fittings for all Opera Windows and Removal of unused tie down fittings.

63003 Captains Swivel Chairs - Forward Facing
63008 Refreshment Cabinet - Low Profile Aft Cabin
63014 Aft Facing Bench - 3 Place Outboard Arm Rests, Fold down Table and Storage draws

SDNY_GM_00003262

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

INTERIORS (Continued)

63071 Bulkhead Storage Compartment - Crew *(Aft Facing Bench)*
63085 Cabin Coat Hooks, Two
63091 Cabin Cup Holder Set
63098 Acoustic Noise Reduction - Bay Blanket Kit, Lightweight
70016 Sheepskin Seating - Crew Seats
70052 Seat Belt Extension
72063 Flight Manual Storage, LH Controls Closet
76017 Cabin Door Vents, Remove

AIRCRAFT ITEMS

80001 Boarding Step, Retractable - LH
80002 Boarding Step, Retractable -RH
80082 Engine Inlet Covers Storage *(S-76C++)*
80086 Maintenance Covers - Exterior
80090 Vertical Pylon Access Panels, CSN 76-207
83001 Annunciator - "FUEL X-FEED" ON
83051 Hydraulic Quick Disconnect Relocation
83055 Remove LH Accessory Drive - CSN 76-205
83065 Pulsed Electric Engine Chip Detector System, Eaton 1K7707
84051 C^4 Environmental System
85001 Annunciator - "Land LT ON"
85002 Annunciator - "Search LT ON"
85012 Gooseneck Map Lights
85036 Anti-Collision Light, Red - Bottom
85051 Landing Light - LH Main Gear
85061 Recognition Lights - Forward Facing
85063 Logo Lights
85071 Pulselight System
85072 Pulse Landing Lights
85073 Pulse Recognition Lights
86001 Approach Plate Holder, Lighted - Pilot
86002 Approach Plate Holder, Lighted - Copilot
86016 Pencil Holder
86026 Sun Tint - Windshield
86050 Overhead Lateral Absorber
86052 Bifilar 5P
86054 Track and Balance Accelerometers Installed in Fuel Cell Extension
86060 Rotor Pedals Lube Kit
87001 Annunciator - "Pitot Heat" On
87002 Annunciator - "W/S Heat On"
88051 Floats Completion

SDNY_GM_00003263

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Air Ghislaine
S-76C++ Deposit Agreement

ATTACHMENT B

THIS S-76 DEPOSIT AGREEMENT (Deposit Agreement), dated as of _____, is made by and between Sikorsky Aircraft Corporation ("Sikorsky") and the Customer named below.

1. Specific Terms -

Customer:	Air Ghislaine Inc.
Helicopter Final Configuration:	S76-C++
Baseline Helicopter Delivery Date:	April, 2007, or earlier as may be practical at seller's option
Completion Services Date:	October, 2007, or earlier as may be practical at seller's option
Deposit:	US$100,000.00
Buyer's Contact:	Name: Mr. Larry Visoski Address: Jet Aviation 1514 Perimeter Rd. West Palm Beach, Fl. 33406

2. Intent – Customer wishes to purchase one (1) Helicopter from Sikorsky in accordance with the terms and conditions of Sikorsky Proposal No. SPB6167 dated January 11, 2006 except as specifically modified by the delivery dates in this Deposit Agreement.

3. Deposit - In consideration of Sikorsky's commitment to reserve the above delivery dates for Customer, Customer shall immediately pay Sikorsky the Deposit. The payment shall be made by wire transfer to Sikorsky, Account No. 57-56685, ABA No. 071-000013 at BANKONE, 1 Bank One Plaza, Chicago, Illinois 60670.

4. Sales Agreement – By January 31, 2006, Customer shall (i) execute a S-76 New Helicopter Sales Agreement for the purchase of the Helicopter and (ii) pay to Sikorsky an initial payment of 20% of the Total Contract Price less the amount of the deposit upon contract signing. Payment method is by wire transfer to Sikorsky's designated bank. If such events do not occur by such time, this Deposit Agreement shall be deemed terminated and Sikorsky shall be entitled to retain the Deposit.

5. Non-Assignable – This Deposit Agreement may not be assigned, wholly or in part, by either party without the prior written consent of the other party.

SDNY_GM_00003264

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261893

EFTA02727660

6. Effectivity – This Deposit Agreement shall not be considered effective until the Deposit has been received in accordance with paragraph 3 above. Prior to such effectivity, all new helicopter delivery positions and the above-defined delivery/completion dates are subject to prior sale.

IN WITNESS WHEREOF, the parties have executed this Deposit Agreement.

Air Ghislaine Inc.

By: _____
Name:
Title:
Date:

Sikorsky Aircraft Corporation

By: _____
Name:
Title:
Date:

SDNY_GM_00003168

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261894

EFTA02727661

Air Calculations

→ Registrations #

~~No~~ Pain-Less Retainers

→ 3/4 Place off facing beard
3/4 Place fluid facing beard

→ Brushed Plating (Nickel)

→ Deluxe deke

Training → 3 pilots } 2 pilots/2 medics
→ 3 mechanics } in place of

Warranty → additional year
→ 3 years/1,000 hours
" Power-by-the-hour

" 20 hours of access to AAG Aircraft
in Metropolitan area

Interior Reading before contract is signed

Maintenance Items as specified.

iPad jack → Listen to music in headsets
→ need amplifier

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

DHL EXPRESS

1-800-CALL DHL

1-800-225-5345
www.dhl-usa.com
DO NOT SEND CASH, CASH EQUIVALENT OR JEWELRY
DHL CANNOT DELIVER TO P.O. BOXES

EXTREMELY URGENT

...l services provided by ...HL's Express are subject ... DHL Terms and Conditions ... of Carriage as published at ... www.dhl-usa.com and on ... the DHL Waybill*. ... DHL's liability shall not exc... US $100. Shipment Value ... Protection may be arrange... upon request. If this shipm... involves an ultimate stop ir... country other than the cou... of departure, the Warsaw ... Convention may be applic...

*Subject to change without notice.

PLEASE TYPE OR PRINT

FOR SHIPMENTS WITHIN U.S. ONLY

1 Sender Account Number: [illegible] Preprint Format No.: 34692371

FROM (Company): SIKORSKY AIRCRAFT

Street Address: [illegible] MAIN ST

City: STRATFORD State: CT ZIP CODE (Required): 06614

Sent by (Name/Dept): Ray Whittaker Bus UPS Phone (Required): 203 386 4417

2 To (Company) PLEASE PRINT NEATLY: NEW YORK STRATEGY GROUP

Street Address: 457 MADISON AVE 4th Floor

City: NEW YORK State: NY ZIP CODE (Required): 10022

Attention: (Name/Dept) D. INDYKE Phone (Required): 2127501176

Description: TRAFFIC DEPT

Shipper's Signature: [signature] Date: 4/17/06

DHL Signature Date

3 Payment: Shipper will be billed unless quoted otherwise

Bill to: Receiver 3rd Party

Paid in Advance Check No. Amount

Billing Reference (will appear on invoice): 8326A

Origin: NWK Waybill Number: 29035559140

8 # of Pkgs 9 Weight (LBS): 1 7 Packaging (One box must be checked): Express Envelope ☑ Express Pak ☐ Other Packaging ☐

Special Instructions

Saturday Delivery Extra charge. Not available for all services and locations. ☐ Hold at DHL ☐

Lab Pack Service ☐

Shipment Valuation

Shipment Value Protection ☐ $ .00

Payment Details (Credit Card)

No.

Type Expires

Auth.

4 Service Type (One box must be checked. Assume noon unless noted. 10:30 am Extra charge.)

*Next Day 10:30 ☐

*Next Day 12:00 ☐

*Next Day 3:00 ☐

*2nd Day ☐

* Service may vary by destination, visit www.dhl-usa.com

ABSENT A HIGHER SHIPMENT VALUATION, CARRIER'S LIABILITY IS LIMITED TO $100 PER PACKAGE, OR ACTUAL VALUE, WHICHEVER IS LESS. SPECIAL OR CONSEQUENTIAL DAMAGES ARE NOT RECOVERABLE. SEE TERMS AND CONDITIONS ON REVERSE SIDE OF THIS NON-NEGOTIABLE WAYBILL.

DHL EXPRESS

DHL Worldwide Express, Inc.
1200 South Pine Island Road
Plantation, FL 33324
1 800 CALL DHL

SENDER'S COPY

...(USA), Inc.
1200 South Pine Island
Plantation, FL 33324

© 2005 All rights reserved.

Place Waybill Pouch or peel and place Waybill in this area.

DOC #10000416 (5/05) BL

Larry

4/7 @ 10:33 by MATTHEW L28

[redacted]

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Shurkus, Christopher R SIK

From: Shurkus, Christopher R SIK
Sent: Sunday, December 30, 2007 4:11 PM
To: lvjet@aol.com; Lancecalloway@gmail.com
Cc: Darren Indyke; Poland, Marc B SIK; Shurkus, Christopher R SIK
Subject: S-76 Delivery Arrangements

Importance: High

Attachments: Fax-Dec-28-2007-17-37-06-189827.pdf; Delivery Documents 667 (Air Ghislaine) (Completion).doc

Lance, could you please give this email and the attached documents to Mr. Epstein.

Mr. Epstein,

Sikorsky agrees to fix the items identified during the prior inspection as listed on our pink sheets included as attachment to this email. All items on the pink sheets either have been, or will be fixed by Monday January 7th, and will be reviewed with the inspection team. Photos of the armrest repair will be sent tomorrow in the AM. Further to our prior communication, Sikorsky would agree to a $100k withhold on the payment tomorrow, pending the opportunity of your team to verify that this commitment has been satisfied. Please see the bullet below that has been added. I have also attached the new delivery documents with the $75k credit included.

Thank you

Pink Sheets and delivery documents:

Fax-Dec-28-200
-17-37-06-18982

Delivery
ıments 667 (Air (

Air Ghislaine, Inc (AGI) and Sikorsky Aircraft Corp. (SAC) agree as follows;

Inspection and Acceptance:

- AGI has inspected the completion services performed by SAC and has noted a list of technical discrepancies ('pink sheets').
- SAC has agreed to rectify all noted technical discrepancies that were identified during the inspection process.
- Since AGI's inspection, SAC has corrected all but one of the technical discrepancies (Audio level in the ICS).

- AGI will accept the completion services not later than Monday, December 31, 2007 by signing the acceptance of completion services and delivery documents.
- Any technical discrepancies found by AGI (upon return visit) to have been inadequately addressed by Sikorsky will be rectified at no cost to AGI.
- SAC will provide to AGI a credit of $75k to be applied to the completion services invoice.

SDNY_GM_00003253

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

- AGI will send payment of completion services (net of $75k credit) via wire transfer on Monday, December 31st.
- The payment for completion services to be transferred on Monday, Dec. 31, 2007, may be reduced by a $100k hold-back. This hold-back is not a credit against the price of completion services and will be paid by AGI upon the follow-up inspection (described below as during the week of January 7) being satisfactorily completed. The aircraft will not be released by SAC prior to receipt of this final payment.

Obligations Surviving Acceptance:

- SAC has agreed to lower the aft facing bench seat so that the bulkhead windows are more visible to the passengers at no cost to AGI.
- SAC has agreed to supply both the synthetic lamb's wool carpet and the original throw carpet at no cost to AGI.
- All obligations of SAC under the New Helicopter Sales Agreement which survive delivery of these completion services (e.g. training, warranty) will be considered transferable by SAC to a subsequent purchaser of the aircraft in an anticipated resale by AGI.
- AGI will return to KHC to inspect and accept the aircraft discrepancies the week of January 7th. AGI will then fly the aircraft away.

SDNY_GM_00261898

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261898

EFTA02727665

[redacted]

Shurkus, Christopher R SIK

From: Shurkus, Christopher R SIK
Sent: Sunday, December 30, 2007 3:13 PM
To: Poland, Marc B SIK
Subject: RE: S-76 Delivery Arrangements

Attachments: Fax-Dec-28-2007-17-37-06-189827.pdf

Gentlemen,

SAC agrees to fix all items listed on our pink sheets that are attached. We are still in the process of completing the audio level in the ICS and have agreed to lower the aft facing head rest so that window looking into the cockpit are more visible. All items on the pink sheets will be fixed by Monday January 7th, and will be reviewed with the inspection team. SAC/KHC will send photos of the armrest tomorrow in the AM, Larry can look at it during the inspection next week and we will still fix any minor issues with the upholstery. The 75k was given in good faith regarding the quality of the interior, if you would like it all done over then SAC/KHC will rescind the 75k credit and use it towards new seats. I have also attached items that Larry had concerns with, this was sent to SAC in an email and we have answered these questions below. Most of the items are currently being worked and they will be inspected next week at acceptance. Some items are part of our standard interior and cannot be changed at this point without a major overhaul of the interior. Please let us know if this is acceptable and this is only agreed upon that payment is made by COB December 31st and the Acceptance of Completions is signed tomorrow also.

Please see the responses to the questions below.

item 1- interior rendering notes side panel nickel trim, at this time it is not installed (only doors have nickel plating installed). Per Interior Sec Rev H pages 14-16 show plating on cabin doors only & nothing on fwd & aft sidewalls.

item 2 - aft facing seat does not match the rendering, seat is at least 4 inches to high. Presently looking at options to improve look & comfort of seat & request customer input.

item 3 - fold down VIP arm rest is unacceptable in functionality and appearance (starting with the retractable cord to poor stitching. Needs to be redesigned and completed. Presently reworking the upholstered portion of armrest & options of how to connect / store Ipod & phone cables

item 4 - complete interior stitching to simply say is un professional. Interior headliners & some other areas required more than standard seams due to the yield in customer supplied calf hydes.

Item 5 - Volumne for IPod and cell phones is low and requires amplifier installed. KHC has optimized volumes & are researching additional ways to improve the volume control.

Item 6 - Lamb carpet as requested in spec was not supplied. Vendor claims sheepskin throw only available in "gray". Further attempt to fabricate in house are being investigated.

Item 7 - interior rendering notes the appearance of solid indirect lighting,,,Mr. Epstein did not like the LED lights and appearance of the DOT effect noted on the exposed lighting, including the entrance handle that reflected the light DOT's...please refer to rendering and then look at completed product. it appears as a cheap limo looking light effect. to quote Mr. Epstein.
If these items are out sourced to another vender for a VIP quality interior, may I suggest I.J.I. Interiors. (International Jet Interiors, Eric Roth, owner), he has completed our Gulfstream and Boeing Interiors with the quality stitching we are looking for. The LED lighting is standard on all SILENCER interiors to date.
Item 8 - reading lights lumens are very low, The reading lights also have been standard on all SILENCER interiors to date.

Item 9 - replace all cockpit Avionic face plates due to over spray and improper cleaning of surface, We are presently looking at options to resolve this issue.

Item 10 - headset hangers un presentable to owner, need new engineering. These were designed with

SDNY_GM_00005239

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

customer input & are willing to review with customer for alternate improvements.

Item 11 - aft facing seat bottom contour does not match fwd facing seat, correct contours is aft facing seat. The seat cushions are identical & positioning on fuel cell may be an option.

Item 12 - leather is not attached to seat foam,,,it vibrates if not being sat in. We can adhere covers to cushions to eliminate the vibrating covers.

Item 13 - Boarding step non skid should be black (NOT WHITE). These can be painted any color.

Item 14 - Need improved tracking, Mr. Epstein rated the ride a B+. We have invite customer rep to fly & improve the ride & agreed that ride was acceptable & can review options with SAC vibration specialist if needed.
Item 15 - Replace R/H cabin window by VIP seat due to distortion. This window can be replaced.

Item 16 - need reading lights in center section of bench seats (overhead),,,and increased Lumens for indirect lights. night operation, cabin lighting is LOW. These lights were installed per Interior Spec & customer input.

Fax-Dec-28-200
-17-37-06-18982

Air Ghislaine, Inc (AGI) and Sikorsky Aircraft Corp. (SAC) agree as follows;

Inspection and Acceptance:

- AGI has inspected the completion services performed by SAC and has noted a list of technical discrepancies ('pink sheets').
- SAC has agreed to rectify all noted technical discrepancies that were identified during the inspection process.
- Since AGI's inspection, SAC has corrected all but one of the technical discrepancies (Audio level in the ICS).

- AGI will accept the completion services not later than Monday, December 31, 2007 by signing the acceptance of completion services and delivery documents.
- Any technical discrepancies found by AGI (upon return visit) to have been inadequately addressed by Sikorsky will be rectified at no cost to AGI.
- SAC will provide to AGI a credit of $75k to be applied to the completion services invoice.
- AGI will send payment of completion services (net of $75k credit) via wire transfer on Monday, December 31st.

Obligations Surviving Acceptance:

- SAC has agreed to lower the aft facing bench seat so that the bulkhead windows are more visible to the passengers at no cost to AGI.
- SAC has agreed to supply both the synthetic lamb's wool carpet and the original throw carpet at no cost to AGI.
- All obligations of SAC under the New Helicopter Sales Agreement which survive delivery of these completion services (e.g. training, warranty) will be considered transferable by SAC to a subsequent purchaser of the aircraft in an anticipated resale by AGI.
- AGI will return to KHC to inspect and accept the aircraft discrepancies the week of January 7th. AGI will then fly the aircraft away.

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261900

EFTA02727667

[redacted]

Tracking:	Recipient		Read
	Poland, Marc B	SIK	Read: 12/30/2007 3:14 PM

SDNY_GM_00012752

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261901

EFTA02727668

Sikorsky
A United Technologies Company

Page:
Aircraft Model:
Serial Number:
Registration No:

CUSTOMER ACCEPTANCE INSPECTION NOTES

Item No.	Date	Description	Action Taken	Date	Shop	Insp.
1	12/19	Cabin Seat Cushions Final Fit	Fit Seat Cushions	12-20-07	uph	RH
2	12/19	Cabin Door Panels Secured	Secured Cabin Door Panels	12-20-07	uph	RH
3	12/19	Door Handles Doorsill Lamps	Secured Doorsill Lamps	12-20-07	uph	RH
4	12/19	Jack Pad Covers	Installed	12/19/07	SM	RH
5	12/19	Throw Rug Securing	Added foam & non skid	12-20-07	uph	RH
6	12/19	Ink Stains in Cabin	Cleaned & Touched up	12-20-07	uph	RH
7	12/19	Pax Bonding Jack Detail & Touch	Polished.	12/19/07	HH	RH
8	12/19	Alien Piping on Seat Cushions	Set Alignment of Rpvs	12-20-07	uph	RH
9	12/19	Aquatic Float System	Activated float system	12/19/07	JCS	RH
10	12/19	Cockpit Door Seals	Bonded	12/19/07	SM	RH
11	12/19	Remove Ribs Guard	Removed	12/19/07	SM	RH

SA 118-5 Rev 1

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Sikorsky
A United Technologies Company

CUSTOMER ACCEPTANCE INSPECTION NOTES

Page: 1
Aircraft Model: S-76
Serial Number: 760687
Registration No:

Item No.	Date	Description	Action Taken	Date	Shop	Insp.	
1	12/18	CABIN DOOR EMER. EXIT COVER	Added relined Jo screws	12-20-07	uph	RH	
2	12/18	ADJUSTMENT OF ENG. COWL	ADJUSTED PROP RODS & CATCHES	12/20/07	BCS		
3	12/18	PAINT OVERSPRAY IN COCKPIT	Removed overspray w/ thinner	12/19/07	HAK	RH	
4	12/18	ECU EXHAUST DRAIN HOLES	DRILLED HOLE	12-19-07	gmc	RH	
5	12/18	RIGHT CABIN DOOR LOCK INOP	Cleaned lockbolt hole.	12/19	RF		
6	12/18	CO PILOT DOOR LOCK INOP	Enlarged lock bolt hole	12/19/7	RM	RH	
7	12/18	ADJUST/ALIGN P. ENG. COWL CATCHES	OK	12/19	RF		
8	12/18	FIT COCKPIT FOUNDRESS/ ATTACHING PLATES	Added Tie down features	12-20-07 RM	uph	RH	
9	12/18	ALIGNMENT OF LED CABIN LIGHTS	REALIGNED LED CABIN LIGHTS	12-20-07	uph		Not
10	12/18	POLISH ENG. COWL LATCHES	Polished latches -	12-20-07	ABC		
M 11	12/18	STAINLESS STEEL HARDWARE RK	Replaced Hardware	12/20/07	HP		
12	12/18	Access panel in baggage comp. above battery access cracked	Repaired cracked area	12/19/7	RM	RH	
M 13	12/18	Right baggage door seal coming loose bottom, fwd.	RESECURED BAGGAGE DOOR SEAL AT BOTTOM, FWD.	12-20-07	RM	RH	Glue Line
F 14	12/18	Hardware access between ECU intake and exhaust	DRILLED HOLE	12-19-07	gmc	RH	
15	12/18	Need cover and drain pan over electronics under A/C duct	(TBD)				
M 16	12/18	Change out hardware to stainless	Replaced Hardware Item #11 12/18	12/20/07	BP	RH	
M 17	12/18	Pilot and Copilots door seal not attached at door bottoms	(A) Previously Completed Item #10 12/19	12/20/07	BP	RH	
P 18	12/18	Change tail numbers to specs.	changed tail numbers [illegible]	12/20/07	[illegible]	[illegible]	
M 19	12/18	MLG schrader valve covers missing	(A) Previously Completed Item #4 12/19	12/20/07	BP	RH	
M 20	12/18	Flotation system not hooked up.	Previously Completed Item #9 12/19	12/20/07	BP	RH	
M 21	12/18	Explosive link safety not secured R&L MLG.	Previously Completed Item #7 12/19	12/20/07	BP	RH	

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SDNY_GM_00005264

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Sikorsky
(A United Technologies Company)

Pages: 2
Aircraft Model: S-76
Serial Number: 760667
Registration No:

CUSTOMER ACCEPTANCE INSPECTION NOTES

Item No.	Date	Description	Action Taken	Date	Shop	Insp.
22	12/18	Retractable step leading edges need cleaning and polishing.	COMPLETED See Part Owed 12/19			
P 23	12/18	Door locks pins on cabin doors not painted red.	RED PAINT ON DOOR LOCK PINS ON CABIN DOOR'S (PAINTED)	12-20-07	INT.	RH
	12/18	Ink marks on side panel aft right side	CLEANED and Touched up (Painted) WK	12-20-07	UPH	RH
P 24	1					
P 25	12/18	Ink mark on overhead center panel fwd right.	CLEANED and Touched up	RM 12/21/07	UPH	Still There
X 26	12/18	Cabin door panels not secured (loose)	SECURED CABIN DOOR PANELS	12-19-07	INT.	RH
P 27	12/18	Tape residue or overspray fwd of right recog light	removed tape residue	12/20/07	RH	DB
A 28	12/18	Right intake, wire bundle need repositioning, interferes with door strut	Tie wires away from the door strut	RSW 12/26/07	MAC	RH
A 29	12/18	Pilot Rear Inboard Hinge Has Paint Behind Fitting	REPLACE?			
I 30	12/18	Pilot & Copilots shoulder harnesses won't retract	TRimmed foam from Shoulder harness Area	12-20-07	UPH	RH
M 31	12/18	Multi-per Vibe (4P) felt at speeds over 120Kts	C/us RS REQUIRED	12/19	RF	RH
A 32	12/18	Ext. Power door switch broken	ADJUSTED	12-19-07	MAC	RH
I 33	12/18	Aft seat cushion doesn't appear level	Adjusted foam level at Track	RM 12-19-07	UPH	RH
M 34	12/18	Track appears split	C/us TRACK REPLACE	12/19	RF	RH
M 35	12/18	ICS volume - Ipod - Telephone needs balancing	? to AMP ?			
F 36	12/18	Doors in cabin won't close with maint liner installed				

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SDNY_GM_00003755

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Sikorsky
A United Technologies Company

Page: 3
Aircraft Model: S-76
Serial Number: 760667
Registration No.:

CUSTOMER ACCEPTANCE INSPECTION NOTES

Item No.	Date	Description	Action Taken	Date	Shop	Insp.
33	12/18	Inboard windows on cockpit slider need knobs	Window do not [illegible] per Gordon	12/18/07	Shop	RH
34	12/18	Other Auto RFM	C/W	12/19	BF	RH
35	12/18	Courtesy Flashlights Need Batteries	Installed Batteries in Both Lights	12/18/07	Shop	RH
M 36	12/18	LDA Blow Down Cable Proximity To Left Pitot	ROUTINE CLEANING CLEARANCE GOOD	12/19	BF	RH
		[illegible]	[illegible]			
P 37	12/19	Paint Eng. Cowl Bracket	-Polished per customer	12-20-07	M.K.	DSR
F 38	12/19	Replace Right Rear Cabin Window				

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SDNY_GM_00003755

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Shurkus, Christopher R SIK

From: [redacted]
Sent: Monday, March 05, 2007 6:21 PM
To: Shurkus, Christopher R SIK
Subject: Air Ghislaine contact info:

Chris,
please call Darren Indyke at our NYC office
[redacted]
to review this invoice
Thanks,
Larry Visoski

AOL now offers free email to everyone. Find out more about what's free from AOL at **AOL.com**.

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REGISTRATION NOT TRANSFERABLE

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION
CERTIFICATE OF AIRCRAFT REGISTRATION

This certificate must be in the aircraft when operated.

NATIONALITY AND REGISTRATION MARKS: N908GM

AIRCRAFT SERIAL NO.: 760667

MANUFACTURER AND MANUFACTURER'S DESIGNATION OF AIRCRAFT

SIKORSKY S-76C-2

ICAO Aircraft Address Code: 53106606

AIR GHISLANE INC
PO BOX 202
WILMINGTON DE 19803

CORPORATION

This certificate is issued for registration purposes only and is not a certificate of title. The Federal Aviation Administration does not determine rights of ownership as between private persons.

Is certified that the above described aircraft has been entered on the register of the ederal Aviation Administration, United States of America, in accordance with the Convention e International Civil Aviation dated December 7, 1944, and with Title 49, United States Code, nd regulations issued thereunder.

DATE OF ISSUE: June 27, 2007

ADMINISTRATOR

U.S. Department of Transportation
Federal Aviation Administration

AC Form 8050-3(10/2003) Supersedes previous editions

(CUT ON DOTTED LINE)

U.S. Department of Transportation
Federal Aviation Administration

Civil Aviation Registry
P.O. Box 25504
Oklahoma City, OK 73125-0504

Official Business
Penalty for Private Use $300

AC Form 8050-3(10/2003) Supersedes previous editions 908GM

TO: AIR GHISLANE INC
PO BOX 202
WILMINGTON DE 19803

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Sikorsky
A United Technologies Company

Page: _____
Aircraft Model: S76C
Serial Number: 760658
Registration No: 658A

CUSTOMER ACCEPTANCE INSPECTION NOTES

Item No.	Date	Description	Action Taken	Date	Shop	Insp.
1.	12/16/07	Eng logbook #1 and 2 have White-out in engine installation entry.				
2.	12/16/07	Aux DC Junction Box in tailboom has cannon Plug engaged improperly.				
3.	12/16/07	R/H upper static port on tailboom has Polishing Compound in ports.				
4.	12/16/07	R/H Vertical tail Access panel Missing Pro-seal				
5.	12/16/07	Pro-seal Missing around Aft Antenna lower Tailboom				
6.	12/16/07	Small dents R/H Belly Approx STA. 230.				
7.	12/16/07	Exposed Bare Metal around Antenna at Approx STA. 130 L/H side Belly.				
8.	12/16/07	Exposed Bare Metal around SKYTRAC and GPS Antennas on driveshaft Cowl.				
9.	12/16/07	Pro-seal Missing on Belly Panel Approx STA 83				
10.	12/16/07	L/H Fuel Valve Access Panel has White paint showing through.				
11.	12/16/07	Masking Tape inside ELT Water Activation Switch.				
12.	12/16/07	Paint Scratched L/H side Approx STA. 255 W.L. 109 (Orange Paint).				

SDNY_GM_00003259

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261908

EFTA02727675

Sikorsky
A United Technologies Company

Page: _____
Aircraft Model: S76C
Serial Number: 760658
Registration No: 6581A

CUSTOMER ACCEPTANCE INSPECTION NOTES

	Item No.	Date	Description	Action Taken	Date	Shop	Insp.
*	13.	12/14/07	Pro-Seal Missing on Tail boom both side Approx. STA. 470 W.L. 80.				
*	14.	12/14/07	#1 Eng. Oil Leak at Power Tube to Acc. Gearbox and Front Support to Acc. gearbox.				
*	15.	12/14/07	Eng Cowl L/H side Fwd latch Area has torn Seal.				
	16.	12/14/07	Passenger Cabin L/H door scuff Plate Missing				
	17.	12/14/07	R/H Cockpit door lower edge has paint chipped.				
	18.	12/14/07	GNS 530 Placard Missing on Instrument Panel.				
	19.	12/14/07	R/H Engine Inlet Cowl Hard to latch and has a paint chip on aft upper edge.				
	20.	12/14/07	L/H and R/H Cockpit door interior access panels have loose screws.				
	21.	12/14/07	Concord Battery Not installed and Associated Placards Missing.				
	22.	12/14/07	Aux Fuel Placards on Cargo Compartment door Missing.				
	23.	12/14/07	Tie downs on Main Landing Gear too tight.				

SDNY_GM_00006289

SA 118-5 Rev 1

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Sikorsky
A United Technologies Company

CUSTOMER ACCEPTANCE INSPECTION NOTES

Page: _____
Aircraft Model: S 76C
Serial Number: 760658
Registration No: 658A

Item No.	Date	Description	Action Taken	Date	Shop	Insp.
* 24.	12/16/07	Tail Rotor Blade S/N 812 has Pit on Root of Paddle.				
25.	12/16/07	Trim Tail Rotor Gearbox Cowl around Out-put Shaft.				
* 26.	12/16/07	Tail Rotor Blade 811 Cracks at Trailing edge of Tip.				
27.	12/16/07	Float Bottles need to be Re-connected.				
28.	12/16/07	No Safety WIRE on Explosive Link Cannon plugs L/H side and R/H				

SDNY_GM_00006280

SA 118-5 Rev 1

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261910

EFTA02727677

Sikorsky
A United Technologies Company

CUSTOMER ACCEPTANCE INSPECTION NOTES

Page: _____
Aircraft Model: S 76 C
Serial Number: 760658
Registration No: 658A

Item No.	Date	Description	Action Taken	Date	Shop	Insp.
1	12/14/07	Cabin Briefer Pot missing Placard.				

SDNY_GM_00006282

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261911

EFTA02727678

S-76C+ Flyaway Kit Inventory
P/N 76700-00106-016

COMPONENT	NOMENCLATURE	QTY	REC	SHORT	NOTES
H10-26, ALTERNATE PN H10-86	HEADSET/MICROPHONE	3	3		
0401275740	EXHAUST COVER, ENGINE, LEFT	1	1		
0401275750	EXHAUST COVER, ENGINE, RIGHT	1	1		
76600-01106-042	WALK-AROUND CORD, ICS, 30 FEET	2	2		
76600-01106-041	WALK-AROUND CORD, ICS, 6 FEET	1	1		
33776-84252-042	ADAPTER, ENGINE WASH TANK	1	1		
76552-02119-041	JUMPER ASSY, IIDS MAINTENANCE, P2294	1	1		
76700-20021-042	PIN ASSY, MLG	2	2		
76700-20021-044	PIN ASSY, NLG	1	1		
76700-20024-052	SHIELD ASSY, ENGINE INLET, R/H	1	1		
76700-20024-053	SHIELD ASSY, ENGINE INLET, L/H	1	1		
76700-20024-054	SHIELD ASSY, IGB INLET, R/H	1	1		
76700-20024-055	SHIELD ASSY, IGB INLET, L/H	1	1		
76700-20024-056	SHIELD ASSY, AFT COWL INLET, R/H	1	1		
76700-20024-057	SHIELD ASSY, AFT COWL INLET, L/H	1	1		
76700-20040-041	COVER ASSY, PITOT TUBE	1 (2)	1		
76700-20041-043	TIE DOWN, MAIN ROTOR BLADE (4 per Set)	1 SET	1		
76700-20260-041	COVER ASSY, ACCEL BLEED VALVE TUBE	2	2		
951-0386-001	EGPWS Smart Cable	1	1		

ZERO

NOTES:
1. P/N 33776-62978-047 cord provided in lieu of P/N 76600-01106-042
2. P/N 33776-62978-048 cord provided in lieu of P/N 76600-01106-041

A/C: 760667

	Name	Date
Inventoried by Keystone:		12/17/07
Inventoried by Sikorsky:		12/17/07
Inventoried by Customer:		12/17/07

KCC-FM-PD-06J

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Shurkus, Christopher R SIK

From: Loschiavo, Michael D SIK
Sent: Thursday, February 01, 2007 9:21 AM
To: Shurkus, Christopher R SIK
Subject: FW: Air Ghislaine add/delete

From: McTaggart, Thomas S SIK
Sent: Saturday, October 07, 2006 10:17 AM
To: Loschiavo, Michael D SIK
Cc: Basile, Carmelo S SIK; Hayden, Charles L SIK; Schmidt-Lange, Thomas SIK
Subject: RE: Air Ghislaine add/delete

Mike,
The following are the adds/deleted for Air Ghislain based on the 10/3/2006 meeting in NY.

From: Schmidt-Lange, Thomas SIK
Sent: Wednesday, October 04, 2006 5:46 PM
To: McTaggart, Thomas S SIK
Cc: Basile, Carmelo S SIK; Loschiavo, Michael D SIK
Subject: Air Ghislaine add/delete

Tom,

Here is my shot at adds/deletes for Air Ghislaine based on yesterday's meeting. I'm sure I missed some interiors things. Please modify as you see fit.

Thanks

Tom

Add:

86017 **Console Storage Bin - Small**
76088 **Cabin Window Shades, Electro Chromatic, Six**, with control in (4) cabin positions.
90011 **Cellular Phone Swivel Charging Base, Power Supply and Antenna. Phone to be on Battery Bus and interfaced with Plt/Cplt Baseline Audio Controllers**
90012 **Boarding steps to be surfaced with** coarse non-skid
90013 Fwd facing bench seat, 3-4 passenger, W/ wide single fold down armrest for right hand passenger. Armrest shall be shortened from the standard length and provide storage inside under lid for IPOD/Cell phone jacks (reference 90021& 90009) and holders for customer furnished IPOD/Cell phone.
90014 Replace 63000 standard rigid cabin pull handles with retractable, flush mount, design. Cover handles in leather.
90015 Sheep skin throw carpet for cabin floor
90016 **Headset hangers** located at ceiling level **above all 8 cabin seats** against forward/aft bulkheads
90017 **Custom cabin interior materials** either using the exact authentic materials from the customer's Bentley or providing match in color/quality (leather/wood/carpet/sheepskin/headliner).
90018 Provide additional under seat drawer divisions over the standard (3) drawers for the 63013 aft facing bench seat
90019 Do not install the 63000 magazine storage in lower cabin doors
90020 Custom upholstery/cushion fabrication requiring customer approval via pre-production prototype.
90021 Cell phone interface into the cabin ICS system. Connection to be in the fold down armrest of the 90013 fwd facing bench seat with ability to select the cell phone connection for any occupant on the fwd facing bench seat ((4) positions)

Delete:

32001 **Cellular Phone Base and Charger**

SDNY_GM_00206284

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261913

EFTA02727680

63036 Fwd Facing Bench seat, 3-4 passenger, w/ fold down armrests and center table
90008 Cell phone interface

Tom Schmidt-Lange
Preliminary Design
Sikorsky Aircraft
Phone 203.386.3830
eFax 860.998.6659
tschmidtlange@sikorsky.com

SDNY_GM_00206285

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Shurkus, Christopher R SIK

From: Loschiavo, Michael D SIK
Sent: Friday, February 02, 2007 12:40 PM
To: Shurkus, Christopher R SIK
Subject: FW: Air Ghislaine Cell phone installations

Send to Customer.
Larry Visoski

From: Schmidt-Lange, Thomas SIK [mailto:TSchmidtLange@SIKORSKY.COM]
Sent: Tuesday, January 30, 2007 12:51 PM
To: Loschiavo, Michael D SIK
Cc: Hayden, Charles L SIK
Subject: Air Ghislaine Cell phone installations

Mike,

below is a draft email to Air Ghislaine to explain why we can't install a cell phone in the cockpit of their S-76 in the way we had discussed with them. Sorry this took so long....I've had a lot of discussion/negotiation/etc. with Keystone to make sure we have a solid solution. Please review, modify as appropriate and send to the customer so we can get their OK and have Keystone quote a new solution.

Thanks
Tom

Below are the cell phone and iPod options currently contracted for the Air Ghislaine S-76C++ configuration, including some comments and recommendations about these. We would appreciate your response to these so we can update the quotation and complete design work. Please provide your approval of the recommendations, or an alternate recommendation.

32001 Cellular Phone Base and Charger
Surface mount in cockpit or cabin area, a customer supplied cellular phone charging base. Installation includes: surface mounting of phone base to cockpit floor or bulkhead; 28 vdc to 14 vdc voltage converter; circuit breaker; mounting hardware; aircraft wiring; etc. Custom built-in mounting of charger base is available at an additional charge and must be quoted on an individual basis. Cellular phones are not permitted to be used while airborne.

Comments: At the configuration meeting, we understood your desire to have the cockpit cell phone integrated into the cockpit audio control panels in order to enable direct use of the cell phone through the cockpit headsets. After further investigation of this type of installation, our completion center, Keystone Helicopter, provided the rationale below for avoiding this approach:

> Keystone Statement:
>
> Keystone Helicopter Corporation (KHC) no longer accepts work to modify existing aircraft or new aircraft with integrated cell phones into the cockpit. Historically mobile phones have been installed in the cockpit and integrated into the ICS system with the understanding that system can not be used inflight due to FCC and FAA guidelines. Recent guidelines within the FAA have forced a review of these installations as to the environmental qualifications of the equipment and a failure hazard assessment of the install. Typically, customers request their current phones which rarely meet any environmental qualification (i.e. DO-160, mil-std 810…) or have been evaluated for their MTBF in a helicopter environment. Failure of the system may directly effect other cockpit flight equipment and increase pilot workload.

Recommendation: Keep the cell phone base and charger as currently in the contracted configuration (described above in 32001). The ability to make cell phone calls through the headsets can be achieved by purchase of a commercially available headset-cell phone interface unit.

SDNY_GM_00006286

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261915

EFTA02727682

90008 Cell Phone interface in cabin to allow cell phone to be plugged in and communication enabled through cabin Bose headsets

Comments: Will function as described in option title above. FAA regulations prohibit use of cell phones while airborne, therefore the cabin cell phone interface will be disabled in flight through a link to the weight-on-wheels switch.

90009 Audio input jack in cabin for Ipod type device. Entertainment audio to be heard in all cabin Bose headsets. No other controls, volume controlled via iPod device

Comments: No issues.

90010 Audio input jack in cockpit for Ipod type device. Entertainment audio to be heard in both cockpit Bose headsets only. No other controls, volume controlled via iPod device

Comments: No issues.

Regards,

Tom Schmidt-Lange
Preliminary Design
Sikorsky Aircraft
[redacted]

SDNY_GM_00206286

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261916

EFTA02727683

Loschiavo, Michael D SIK

From: Loschiavo, Michael D SIK
Sent: Tuesday, October 10, 2006 8:51 AM
To: Sam; Jones, Darrell L. SIK
Subject: FW: Air Ghislaine add/delete

Can someone quote this in Breck's absence? I need this pretty quick

---

From: Loschiavo, Michael D SIK
Sent: Tuesday, October 10, 2006 8:49 AM
To: Campbell, Breck SIK
Cc: Dioguardi, Cheryl SIK; Bergan, William SIK; Schmidt-Lange, Thomas SIK; McTaggart, Thomas S SIK; Basile, Carmelo S SIK
Subject: FW: Air Ghislaine add/delete

Breck- See below for proposed changes to the Air Ghislaine specification. Please provide a quotation for implementing these into the Air Ghis contract.

Cheryl- I will need a contract amendment to give to the customer

Bill- I will also need a new W and Balance Est. for these changes

thx

From: McTaggart, Thomas S SIK
Sent: Saturday, October 07, 2006 10:17 AM
To: Loschiavo, Michael D SIK
Cc: Basile, Carmelo S SIK; Hayden, Charles L SIK; Schmidt-Lange, Thomas SIK
Subject: RE: Air Ghislaine add/delete

Mike,
The following are the adds/deleted for Air Ghislain based on the 10/3/2006 meeting in NY.

From: Schmidt-Lange, Thomas SIK
Sent: Wednesday, October 04, 2006 5:46 PM
To: McTaggart, Thomas S SIK
Cc: Basile, Carmelo S SIK; Loschiavo, Michael D SIK
Subject: Air Ghislaine add/delete

Tom,

Here is my shot at adds/deletes for Air Ghislaine based on yesterday's meeting. I'm sure I missed some interiors things. Please modify as you see fit.

Thanks

Tom

Add:

86017 **Console Storage Bin - Small**
76088 **Cabin Window Shades, Electro Chromatic, Six**, with control in (4) cabin positions.
90011 **Cellular Phone Swivel Charging Base, Power Supply and Antenna. Phone to be on Battery Bus and interfaced with Plt/Cplt Baseline Audio Controllers**
90012 **Boarding steps to be surfaced with** coarse non-skid
90013 Fwd facing bench seat, 3-4 passenger, W/ wide single fold down armrest for right hand passenger. Armrest shall be shortened from the standard length and provide storage inside under lid for IPOD/Cell phone jacks (reference 90021& 90009) and holders for customer furnished IPOD/Cell phone.
90014 Replace 63000 standard rigid cabin pull handles with retractable, flush mount, design. Cover handles in leather.
90015 Sheep skin throw carpet for cabin floor

SDNY_GM_00003288

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

90016 **Headset hangers** located at ceiling level **above all 8 cabin seats** against forward/aft bulkheads
90017 **Custom cabin interior materials** either using the exact authentic materials from the customer's Bentley or providing match in color/quality (leather/wood/carpet/sheepskin/headliner).
90018 Provide additional under seat drawer divisions over the standard (3) drawers for the 63013 aft facing bench seat
90019 Do not install the 63000 magazine storage in lower cabin doors
90020 Custom upholstery/cushion fabrication requiring customer approval via pre-production prototype.
90021 Cell phone interface into the cabin ICS system. Connection to be in the fold down armrest of the 90013 fwd facing bench seat with ability to select the cell phone connection for any occupant on the fwd facing bench seat ((4) positions)

Delete:
32001 **Cellular Phone Base and Charger**
63036 Fwd Facing Bench seat, 3-4 passenger, w/ fold down armrests and center table
90008 Cell phone interface

Tom Schmidt-Lange
Preliminary Design
Sikorsky Aircraft
[redacted]

SDNY_GM_00003289

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261918

EFTA02727685

Prepared	NAME	DATE	SIKORSKY AIRCRAFT	Page	TEMP	PERM
Checked			TITLE	Model		
Drawing						

9/3/06

Single Armrest

⇒ A passenger (Each side) ⇒ 8 total

⇒ ICS jacks (Eight) up high

⇒ Ipod jacks

⇒ Bulkhead ∆

⇒ No skid (thick)

Ground Support Equipment

↳ Lamy

↳ Customer Source

SDNY_GM_00206299

SA 169 REV. A REMINDER: ANY PATENT INTEREST? ..... CALL EXT. 6-4380

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Rev -
VOID

Air Ghislaine

Per: Air Ghislaine _SPB6167 Configuration and Add/Delete list 3/14/06 Charlie H. 3/15/06

Year 2005		
Labor Rate	$	81.14
Mat Mark-Up	$	1.15
Mat Esc.		1.043
Eng. Rate	$	95.32
Discount		5.0%

KEYSTONE HELICOPTER
1420 PHOENIXVILLE PIKE • WEST CHESTER, PA 19380

Code	Description	Labor Hours	Labor Sell	Material 2005	Material Sell	Total Sell 2005	Discounted Sell 2005	Total Sell 2004	Discounted Sell 2004	NRE
	Market Segment Deletions									
07025	Delete, PBS 250 Passenger Briefing system	20	$ 1,623	$ -	$ -	$ 1,623	$ 1,482	$ 1,568	$ 1,505	$ -
		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Additional Avionics									
11002	Radio Tuning Units, Collins RTU 4200 (Dual Xpndrs)	226	$ 18,338	$ 35,094	$ 40,358	$ 58,696	$ 53,600	$ 56,867	$ 54,592	$ -
11028	(2)Dual Transponders, Collins Mode S w/Diversity (Qty 2 TDR 94D)	146	$ 11,846	$ 52,413	$ 60,275	$ 72,121	$ 65,955	$ 67,384	$ 64,689	$ -
11037	DME, 2nd, Collins DME 42 System	73	$ 5,923	$ 14,765	$ 16,980	$ 22,903	$ 20,922	$ 22,003	$ 21,123	$ -
30012	Audio Jacks, Emergency/Single Pilot IFR (Std/Bose)	35	$ 2,840	$ 2,006	$ 2,307	$ 5,147	$ 4,701	$ 4,956	$ 4,758	$ -
30020	Audio Jacks, Cockpit, Bose (No Headsets) (Qty 2)	54	$ 4,382	$ 2,006	$ 2,307	$ 6,688	$ 6,109	$ 6,446	$ 6,188	$ -
30061	Cabin ICS System	75	$ 6,086	$ 10,029	$ 11,533	$ 17,619	$ 16,095	$ 16,939	$ 16,262	$ -
30093	Cabin Call System	56	$ 4,544	$ 2,485	$ 2,858	$ 7,402	$ 6,761	$ 7,131	$ 6,846	$ -
31021	Speakers, Door, (2)	8	$ 649	$ 430	$ 495	$ 1,144	$ 1,045	$ 1,101	$ 1,057	$ -
32001	Cellular Phone Base and Charger	85	$ 6,897	$ 396	$ 455	$ 7,352	$ 6,715	$ 7,102	$ 6,818	$ -
32024	SATCOM, Aircell ST 3100 w/ Handset & NAT Dialer	240	$ 19,474	$ 24,707	$ 28,413	$ 47,887	$ 43,741	$ 46,060	$ 44,217	$ -
34053	NAV/LRN Switch for ADI 335D	28	$ 2,272	$ 679	$ 781	$ 3,053	$ 2,788	$ 2,944	$ 2,826	$ -
34081	Vertical Card Standby Compass	19	$ 1,542	$ 649	$ 746	$ 2,288	$ 2,090	$ 2,205	$ 2,117	$ -
35053	FMS, Universal UNS 1F	240	$ 19,474	$ 65,864	$ 75,744	$ 95,217	$ 87,143	$ 87,195	$ 83,707	$ -
36044	Lightning Strike Sensor - LSZ 860 w/LU 860	104	$ 8,439	$ 16,520	$ 18,998	$ 27,437	$ 25,063	$ 26,369	$ 25,315	$ -
36065	Wx Avoidance Radar, Primus 880, ex for Primus 440	65	$ 5,274	$ 87,316	$ 100,413	$ 105,688	$ 96,619	$ 99,586	$ 95,603	$ -
36102	MX-20 Multi Function Display, Garmin	125	$ 10,143	$ 10,868	$ 12,498	$ 22,641	$ 20,681	$ 21,784	$ 20,913	$ -
36103	Chartview for Garmin MX-20 MFD	0	$ -	$ 2,641	$ 3,037	$ 3,037	$ 2,774	$ 2,912	$ 2,795	$ -
36120	Honeywell Multi Function Radar Display (MFRD) Displays Radar, Flight Plan, & Checklist (OBDS.com)	60	$ 4,868	$ 43,175	$ 49,651	$ 54,520	$ 49,805	$ 52,309	$ 50,216	$ -
37011	TCAS I System, CAS 66A	276	$ 22,395	$ 60,691	$ 69,795	$ 92,189	$ 84,195	$ 89,075	$ 85,512	$ -
37017	TCAS Control Panel, CP 66B	10	$ 811	$ 3,755	$ 4,318	$ 5,130	$ 4,686	$ 4,924	$ 4,727	$ -
37025	TCAS I TA Display, Dual, IVA 81D	30	$ 2,434	$ 49,890	$ 57,374	$ 59,808	$ 54,612	$ 58,043	$ 55,722	$ -
		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Paints & Finishes									
50002	Paint, Prep & Finish, VIP Interior	220	$ 17,851	$ -	$ -	$ 17,851	$ 16,303	$ 17,250	$ 16,560	$ -
50012	Paint, Prep & Finish, VIP Exterior	675	$ 54,770	$ 4,527	$ 5,206	$ 59,976	$ 54,776	$ 57,918	$ 55,601	$ -
		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Interiors									
63000	Silencer Interior, Deluxe VIP	1,238	$ 100,451	$ 71,782	$ 82,549	$ 183,001	$ 173,851	$ -	$ -	$ -
KHC	Silencer Interior Panel System (Fabrication)(KHC)	585	$ 47,467	$ 35,048	$ 40,305	$ 87,772	$ 83,383	$ -	$ -	$ -
63013	Bench, Aft Facing, 3/4 Place	80	$ 6,491	$ 35,360	$ 40,664	$ 47,155	$ 43,078	$ 45,260	$ 43,450	$ -
63036	Divan, Fwd Facing, 3/4 Place w/ Table, w/ Armrests	114	$ 9,250	$ 21,480	$ 24,702	$ 33,952	$ 31,232	$ 26,914	$ 25,838	$ -
63071	Bulkhead Storage Compartment - Crew (Protrudes into Cabin Behind Aft Facing Bench Seat)	60	$ 4,868	$ 1,069	$ 1,229	$ 6,098	$ 5,569	$ 5,883	$ 5,648	$ -
63098	Acoustic Noise Reduction, Bay Blanket Kit, Lightweight	100	$ 8,114	$ 2,829	$ 3,253	$ 11,367	$ 10,382	$ 10,960	$ 10,521	$ -
70016	Sheepskin Seating, Crew Seats	70	$ 5,680	$ 1,132	$ 1,302	$ 6,982	$ 6,377	$ 6,736	$ 6,467	$ -
70052	Seat Belt Extension	0	$ -	$ 79	$ 91	$ 91	$ 83	$ 87	$ 84	$ -
72063	Flight Manual Storage, L/H Controls Closet	16	$ 1,298	$ 56	$ 64	$ 1,363	$ 1,244	$ 1,317	$ 1,264	$ -
76017	Cabin Door Vents, Removal	48	$ 3,895	$ 226	$ 260	$ 4,155	$ 3,795	$ 4,013	$ 3,853	$ -
77034	Single Action Door Release, Cabin/Cockpit Doors	82	$ 6,653	$ 13,156	$ 15,129	$ 21,783	$ 19,898	$ 20,936	$ 20,098	$ -
		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261920

EFTA02727687

Code	Description	Labor Hours	Labor Sell	Material 2005	Material Sell	Total Sell 2005	Discounted Sell 2005	Total Sell 2004	Discounted Sell 2004	NRE
	Aircraft Items									
80001	Boarding Step, Retractable, L/H (Keystone Steps)	75	$ 6,086	$ 18,155	$ 20,878	$ 26,964	$ 24,631	$ 25,898	$ 24,862	$ -
80002	Boarding Step, Retractable, R/H (Keystone Steps)	75	$ 6,086	$ 18,155	$ 20,878	$ 26,964	$ 24,631	$ 25,898	$ 24,862	$ -
80082	Engine Inlet Covers Storage (S-76C+)	24	$ 1,947	$ 7,214	$ 8,296	$ 10,243	$ 9,358	$ 9,836	$ 9,443	$ -
80086	Maintenance Covers, Exterior	30	$ 2,434	$ 284	$ 327	$ 2,761	$ 2,521	$ 2,665	$ 2,558	$ -
80090	Access Panels, Tail Boom & Vertical Pylon, CSN 76-207	55	$ 4,463	$ 679	$ 781	$ 5,244	$ 4,789	$ 5,061	$ 4,859	$ -
83001	Annunicator, "FUEL X-FEED" On	45	$ 3,651	$ 1,358	$ 1,562	$ 5,213	$ 4,761	$ 5,026	$ 4,825	$ -
83051	Hydraulic Quick Disconnects, Relocation	45	$ 3,651	$ 2,557	$ 2,941	$ 6,592	$ 6,021	$ 6,348	$ 6,094	$ -
83055	Remove L/H Accessory Drive, CSN 76-205	4	$ 325	$ 675	$ 776	$ 1,101	$ 1,005	$ 1,058	$ 1,015	$ -
83065	Engine Fuzz Burner, Eaton 1K7707	60	$ 4,868	$ 5,867	$ 6,747	$ 11,615	$ 10,610	$ 11,173	$ 10,726	$ -
84051	C4 Environmental System (Incl. Duct Kit & Deflecter)	588	$ 47,710	$ 107,581	$ 123,718	$ 171,428	$ 156,432	$ 169,087	$ 162,324	$ -
85001	Annunicator, "LAND LT ON"	14	$ 1,136	$ 679	$ 781	$ 1,917	$ 1,752	$ 1,846	$ 1,773	$ -
85002	Annunicator, "SEARCH LT ON"	14	$ 1,136	$ 679	$ 781	$ 1,917	$ 1,752	$ 1,846	$ 1,773	$ -
85012	Gooseneck Map Lights (EX)	32	$ 2,596	$ 2,052	$ 2,360	$ 4,956	$ 4,527	$ 4,771	$ 4,580	$ -
85036	Anti-Collision Light, Red, Lower	56	$ 4,544	$ 2,829	$ 3,253	$ 7,797	$ 7,121	$ 7,510	$ 7,209	$ -
85051	Landing Light, L/H Main Gear	61	$ 4,950	$ 2,829	$ 3,253	$ 8,203	$ 7,493	$ 7,902	$ 7,586	$ -
85061	Recognition Lights, Forward Facing	92	$ 7,465	$ 3,195	$ 3,674	$ 11,139	$ 10,175	$ 10,736	$ 10,307	$ -
85063	Logo Lights	76	$ 6,167	$ 1,328	$ 1,527	$ 7,694	$ 7,027	$ 7,423	$ 7,126	$ -
85071	Pulselight System	85	$ 6,897	$ 7,355	$ 8,458	$ 15,355	$ 14,026	$ 14,775	$ 14,184	$ -
85072	Pulse Landing Lights (reference only part of 8571)		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
85073	Pulse Recognition Lights	145	$ 11,765	$ 10,960	$ 12,604	$ 24,369	$ 22,260	$ 23,454	$ 22,516	$ -
86001	Approach Plate Holder, Lighted, Pilot	14	$ 1,136	$ 679	$ 781	$ 1,917	$ 1,752	$ 1,846	$ 1,773	$ -
86002	Approach Plate Holder, Lighted, Copilot	14	$ 1,136	$ 679	$ 781	$ 1,917	$ 1,752	$ 1,846	$ 1,773	$ -
86016	Pencil holder	2	$ 162	$ 56	$ 64	$ 227	$ 207	$ 219	$ 210	$ -
86026	Sun Tint, Windshield	32	$ 2,596	$ -	$ -	$ 2,596	$ 2,372	$ 2,509	$ 2,409	$ -
86050	Overhead Lateral Absorber	30	$ 2,434	$ 376	$ 432	$ 2,867	$ 2,619	$ 2,755	$ 2,645	$ -
86052	Bifilar 5P	8	$ 649	$ 921	$ 1,059	$ 1,708	$ 1,566	$ 1,496	$ 1,436	$ -
86054	Accelerometers (2) fuel cell ext cabinet	30	$ 2,434	$ 3,087	$ 3,550	$ 5,984	$ 5,467	$ 5,756	$ 5,526	$ -
86060	Rotor Pedal Lube Kit	20	$ 1,623	$ 198	$ 228	$ 1,851	$ 1,690	$ 1,787	$ 1,715	$ -
87001	Annunicator, "PITOT HEAT ON"	30	$ 2,434	$ 679	$ 781	$ 3,215	$ 2,936	$ 3,101	$ 2,977	$ -
87002	Annunicator, "WSHIELD HEAT ON"	30	$ 2,434	$ 679	$ 781	$ 3,215	$ 2,936	$ 3,101	$ 2,977	$ -
88051	Floats Completion	120	$ 9,737	$ 4,331	$ 4,981	$ 14,717	$ 13,465	$ 13,596	$ 13,052	$ -
88061	Single Pilot IFR	32	$ 2,596	$ 411	$ 473	$ 3,069	$ 2,804	$ 2,962	$ 2,844	$ -
		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261921

EFTA02727688

Code	Description	Labor Hours	Labor Sell	Material 2005	Material Sell	Total Sell 2005	Discounted Sell 2005	Total Sell 2004	Discounted Sell 2004	NRE
	Customer Options									
90001	Cabin reading light master ON/OFF switch in the cockpit	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,766
90002	Clear Coat Exterior Paint (over metallic)	60	$ 4,868	$ 601	$ 691	$ 5,560	$ 5,282	$ -	$ -	$ -
90003	Replace exterior fairing/access panel hardware with stainless steel hardware	4	$ 325	$ 290	$ 334	$ 658	$ 625	$ -	$ -	$ 1,906
90004	Relocate reading lights from center cabin ceiling to above outboard passenger system	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,719
90005	Eight Bose headset jacks for use with the cabin ICS in the cabin (custom locations)	120	$ 9,737	$ 9,472	$ 10,893	$ 20,630	$ 19,598	$ -	$ -	$ 4,766
90006	Satcom System to be installed without the cockpit intercom capability (ref. code 32024)		$ -	$ -	$ -	$ -	No Charge	$ -	$ -	$ -
90007	MX20 display to be installed on the right and the MFRD on the left		$ -	$ -	$ -	$ -	No Charge	$ -	$ -	$ -
90008	Cell Phone interface in cabin to allow cell phone to be plugged in and communication enabled through cabin Bose headsets (ref. Headset Companion Audio Interface # 4149A, Sporty's Pilot Shop)	20	$ 1,623	$ 650	$ 748	$ 2,370	$ 2,252	$ -	$ -	$ 9,532
90009	Audio input jack in cabin for Ipod type device. Entertainment audio to be heard in all cabin Bose headsets. No other controls, volume controlled via iPod device (ref. Headset Companion Audio Interface # 4149A, Sporty's Pilot Shop)	20	$ 1,623	$ 650	$ 748	$ 2,370	$ 2,252	$ -	$ -	$ 3,813
90010	Audio input jack in cockpit for Ipod type device. Entertainment audio to be heard in both cockpit Bose headsets only. No other controls, volume controlled via Ipod device. (ref. Headset Companion Audio Interface # 4149A, Sporty's Pilot Shop)	20	$ 1,623	$ 350	$ 403	$ 2,025	$ 1,924	$ -	$ -	$ 3,813
		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Sub Total	7,445	$ 604,087	$ 891,663	$ 1,025,412	$ 1,629,500	$ 1,499,942	$ 1,265,465	$ 1,214,851	$ 34,315

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261922

EFTA02727689

Code	Description	Labor Hours	Labor Sell	Material 2005	Material Sell	Total Sell 2005	Discounted Sell 2005	Total Sell 2004	Discounted Sell 2004	NRE
Note	*Subject to 2006 & 2007 escalation*									

Configuration Total (Discounted)	$	1,499,942
Non-Discounted Pricing	$	-
Amortized NRE Silencer Interior (Over 10 A/C)	$	29,500 Rev
NRE (Discounted)	$	32,599
Sub Total	$	1,562,041
Additional Contract Requirements:		
Export C of A (per A/C, if required)	$	4,766
Export Support - Ferry Flight	$	5,000
Extended Warranty (Per A/C)	$	8,487
S/A Req'd Add'l Config. Mgt. / Cust. Delivery Docs (Per A/C)	$	7,500
Sikorsky Program Liaison (Per A/C)	$	12,500
Changes Pool (Per A/C)	$	25,000
Flight Testing & Acceptance	$	46,652
Recurring Engineering	$	47,660
Compatibility Analysis	$	13,194
Total Additional Contract Requirements	$	170,759
Grand Total	**$**	**1,732,800**

Code	Description	Labor Hours	Labor Sell	Material 2005	Material Sell	Total Sell 2005	Discounted Sell 2005	Total Sell 2004	Discounted Sell 2004	NRE
	Separate Consideration Items									
36010	Dual Universal UCD Electronic Flight Bags	60	$ 4,868	$ 46,607	$ 53,598	$ 58,466	$ 53,411	$ 56,094	$ 53,850	$ -
81051	100 VAC, 60Hz, Cabin Outlet/Inverter, 250 VA (Qty 1)	62	$ 5,031	$ 4,407	$ 5,068	$ 10,099	$ 9,224	$ 9,720	$ 9,331	$ -
		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Sub Total	122	$ 9,899	$ 51,014	$ 58,666	$ 68,565	$ 62,636	$ 65,814	$ 63,181	$ -

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261923

EFTA02727690

Rev A
VOID

Air Ghislaine

Per: Air Ghislaine _SPB6167 Configuration and Add/Delete list 3/14/06 Charlie H.
6/19/06
2006 Rates

Year 2006	
Labor Rate	$ 83.09
Mat Mark-Up	$ 1.15
Mat Esc.	1.044
Eng. Rate	$ 97.61
Discount	4.0%

KEYSTONE HELICOPTER
1420 PHOENIXVILLE PIKE WEST CHESTER, PA 19380

Code	Description	Labor Hours	Labor Sell	Material 2006	Material Sell	Total Sell 2006	Discounted Sell 2006	Total Sell 2005	Discounted Sell 2005	NRE
	Market Segment Deletions									
07025	Delete, PBS 250 Passenger Briefing system	20	$ 1,662	$ -	$ -	$ 1,662	$ 1,460	$ 1,623	$ 1,482	$ -
		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Additional Avionics									
11002	Radio Tuning Units, Collins RTU 4200 (Dual Xpndrs)	226	$ 18,778	$ 36,838	$ 42,134	$ 60,912	$ 53,583	$ 58,696	$ 53,600	$ -
11028	(2)Dual Transponders, Collins Mode S w/Diversity (Qty 2 TDR 94D)	146	$ 12,131	$ 54,719	$ 62,927	$ 75,058	$ 66,136	$ 72,121	$ 65,955	$ -
11037	DME, 2nd, Collins DME 42 System	73	$ 6,066	$ 15,415	$ 17,727	$ 23,793	$ 20,939	$ 22,903	$ 20,922	$ -
30012	Audio Jacks, Emergency/Single Pilot IFR (Std/Bose)	35	$ 2,908	$ 2,094	$ 2,408	$ 5,316	$ 4,676	$ 5,147	$ 4,701	$ -
30020	Audio Jacks, Cockpit, Bose (No Headsets) (Qty 2)	54	$ 4,487	$ 2,094	$ 2,408	$ 6,895	$ 6,063	$ 6,688	$ 6,109	$ -
30061	Cabin ICS System	75	$ 6,232	$ 10,470	$ 12,041	$ 18,272	$ 16,078	$ 17,619	$ 16,095	$ -
30093	Cabin Call System	56	$ 4,653	$ 2,594	$ 2,983	$ 7,636	$ 6,715	$ 7,402	$ 6,761	$ -
31021	Speakers, Door, (2)	8	$ 665	$ 449	$ 516	$ 1,181	$ 1,039	$ 1,144	$ 1,045	$ -
32001	Cellular Phone Base and Charger	85	$ 7,063	$ 413	$ 475	$ 7,538	$ 6,824	$ 7,352	$ 6,715	$ -
32024	SATCOM, Aircell ST 3100 w/ Handset & NAT Dialer	240	$ 19,942	$ 25,794	$ 29,663	$ 49,605	$ 43,641	$ 47,887	$ 43,741	$ -
34053	NAV/LRN Switch for ADI 335D	28	$ 2,327	$ 709	$ 815	$ 3,142	$ 2,762	$ 3,053	$ 2,788	$ -
34081	Vertical Card Standby Compass	19	$ 1,579	$ 678	$ 780	$ 2,358	$ 2,074	$ 2,288	$ 2,090	$ -
35053	FMS, Universal UNS 1F	240	$ 19,942	$ 68,762	$ 79,076	$ 99,018	$ 87,306	$ 95,217	$ 87,143	$ -
36044	Lightning Strike Sensor - LSZ 860 w/LU 860	104	$ 8,641	$ 17,247	$ 19,834	$ 28,475	$ 25,058	$ 27,437	$ 25,063	$ -
36065	Wx Avoidance Radar, Primus 880, ex for Primus 440	65	$ 5,401	$ 91,158	$ 104,832	$ 110,233	$ 97,118	$ 105,688	$ 96,619	$ -
36102	MX-20 Multi Function Display, Garmin	125	$ 10,386	$ 11,346	$ 13,048	$ 23,434	$ 20,616	$ 22,641	$ 20,681	$ -
36103	Chartview for Garmin MX-20 MFD	0	$ -	$ 2,757	$ 3,171	$ 3,171	$ 2,791	$ 3,037	$ 2,774	$ -
36120	Honeywell Multi Function Radar Display (MFRD) Displays Radar, Flight Plan, & Checklist (OBDS.com)	60	$ 4,985	$ 45,075	$ 51,836	$ 56,822	$ 50,023	$ 54,520	$ 49,805	$ -
37011	TCAS I System, CAS 66A	276	$ 22,933	$ 63,361	$ 72,865	$ 95,798	$ 84,292	$ 92,189	$ 84,195	$ -
37017	TCAS Control Panel, CP 66B	10	$ 831	$ 3,920	$ 4,508	$ 5,339	$ 4,699	$ 5,130	$ 4,686	$ -
37025	TCAS I TA Display, Dual, IVA 81D	30	$ 2,493	$ 52,085	$ 59,898	$ 62,390	$ 54,907	$ 59,808	$ 54,612	$ -
		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Paints & Finishes									
50002	Paint, Prep & Finish, VIP Interior	220	$ 18,280	$ -	$ -	$ 18,280	$ 16,062	$ 17,851	$ 16,303	$ -
50012	Paint, Prep & Finish, VIP Exterior	675	$ 56,086	$ 4,726	$ 5,435	$ 61,521	$ 54,068	$ 59,976	$ 54,776	$ -
		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Interiors									
63000	Silencer Interior, Deluxe VIP (amort NRE $31,500)		$ -	$ -	$ -	$ -	$ 176,218	'04 Fixed Price (25 A/C)		$ -
6300x	Silencer Interior Panel System (Fabrication)		$ -	$ -	$ -		$ 84,514	'04 Fixed Price (25 A/C)		$ -
63013	Bench, Aft Facing, 3/4 Place	80	$ 6,647	$ 36,916	$ 42,453	$ 49,101	$ 44,873	$ 47,155	$ 44,797	$ -
63036	Divan, Fwd Facing, 3/4 Place w/ Table, w/ Armrests	114	$ 9,472	$ 22,425	$ 25,789	$ 35,261	$ 31,239	$ 33,952	$ 31,232	$ -
63071	Bulkhead Storage Compartment - Crew (Protrudes into Cabin Behind Aft Facing Bench Seat)	60	$ 4,985	$ 1,116	$ 1,283	$ 6,269	$ 5,511	$ 6,098	$ 5,569	$ -
63098	Acoustic Noise Reduction, Bay Blanket Kit, Lightweight	100	$ 8,309	$ 2,953	$ 3,396	$ 11,705	$ 10,291	$ 11,367	$ 10,382	$ -
70016	Sheepskin Seating, Crew Seats	70	$ 5,816	$ 1,182	$ 1,359	$ 7,176	$ 6,308	$ 6,982	$ 6,377	$ -
70052	Seat Belt Extension	0	$ -	$ 82	$ 94	$ 94	$ 83	$ 91	$ 83	$ -
72063	Flight Manual Storage, L/H Controls Closet	16	$ 1,329	$ 58	$ 67	$ 1,396	$ 1,227	$ 1,363	$ 1,244	$ -
76017	Cabin Door Vents, Removal	48	$ 3,988	$ 236	$ 271	$ 4,260	$ 3,744	$ 4,155	$ 3,795	$ -
77034	Single Action Door Release, Cabin/Cockpit Doors	82	$ 6,813	$ 13,735	$ 15,795	$ 22,609	$ 19,894	$ 21,783	$ 19,896	$ -
		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

SDNY_GM_00005295

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261924

EFTA02727691

Code	Description	Labor Hours	Labor Sell	Material 2006	Material Sell	Total Sell 2006	Discounted Sell 2006	Total Sell 2005	Discounted Sell 2005	NRE
	Aircraft Items									
80001	Boarding Step, Retractable, L/H (Keystone Steps)	75	$ 6,232	$ 18,954	$ 21,797	$ 28,029	$ 24,669	$ 26,964	$ 24,631	$ -
80002	Boarding Step, Retractable, R/H (Keystone Steps)	75	$ 6,232	$ 18,954	$ 21,797	$ 28,029	$ 24,669	$ 26,964	$ 24,631	$ -
80082	Engine Inlet Covers Storage (S-76C+)	24	$ 1,994	$ 7,531	$ 8,661	$ 10,655	$ 9,379	$ 10,243	$ 9,358	$ -
80086	Maintenance Covers, Exterior	30	$ 2,493	$ 296	$ 340	$ 2,833	$ 2,490	$ 2,761	$ 2,521	$ -
80090	Access Panels, Tail Boom & Vertical Pylon, CSN 76-207	55	$ 4,570	$ 709	$ 815	$ 5,385	$ 4,734	$ 5,244	$ 4,789	$ -
83001	Annunicator, "FUEL X-FEED" On	45	$ 3,739	$ 1,418	$ 1,631	$ 5,370	$ 4,721	$ 5,213	$ 4,761	$ -
83051	Hydraulic Quick Disconnects, Relocation	45	$ 3,739	$ 2,670	$ 3,071	$ 6,810	$ 5,989	$ 6,592	$ 6,021	$ -
83055	Remove L/H Accessory Drive, CSN 76-205	4	$ 332	$ 705	$ 811	$ 1,143	$ 1,005	$ 1,101	$ 1,005	$ -
83065	Engine Fuzz Burner, Eaton 1K7707	60	$ 4,985	$ 6,125	$ 7,044	$ 12,029	$ 10,583	$ 11,615	$ 10,610	$ -
84051	C4 Environmental System (Incl. Duct Kit & Deflecter)	588	$ 48,857	$ 112,315	$ 129,162	$ 178,019	$ 156,502	$ 171,428	$ 156,432	$ -
85001	Annunicator, "LAND LT ON"	14	$ 1,163	$ 709	$ 815	$ 1,979	$ 1,741	$ 1,917	$ 1,752	$ -
85002	Annunicator, "SEARCH LT ON"	14	$ 1,163	$ 709	$ 815	$ 1,979	$ 1,741	$ 1,917	$ 1,752	$ -
85012	Gooseneck Map Lights (EX)	32	$ 2,659	$ 2,142	$ 2,463	$ 5,122	$ 4,505	$ 4,956	$ 4,527	$ -
85036	Anti-Collision Light, Red, Lower	56	$ 4,653	$ 2,953	$ 3,396	$ 8,049	$ 7,078	$ 7,797	$ 7,121	$ -
85051	Landing Light, L/H Main Gear	61	$ 5,068	$ 2,953	$ 3,396	$ 8,464	$ 7,444	$ 8,203	$ 7,493	$ -
85061	Recognition Lights, Forward Facing	92	$ 7,644	$ 3,336	$ 3,836	$ 11,481	$ 10,096	$ 11,139	$ 10,175	$ -
85063	Logo Lights	76	$ 6,315	$ 1,386	$ 1,594	$ 7,909	$ 6,952	$ 7,694	$ 7,027	$ -
85071	Pulselight System	85	$ 7,063	$ 7,679	$ 8,831	$ 15,894	$ 13,982	$ 15,355	$ 14,026	$ -
85072	Pulse Landing Lights (reference only part of 8571)		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
85073	Pulse Recognition Lights	145	$ 12,048	$ 11,442	$ 13,158	$ 25,206	$ 22,173	$ 24,369	$ 22,260	$ -
86001	Approach Plate Holder, Lighted, Pilot	14	$ 1,163	$ 709	$ 815	$ 1,979	$ 1,741	$ 1,917	$ 1,752	$ -
86002	Approach Plate Holder, Lighted, Copilot	14	$ 1,163	$ 709	$ 815	$ 1,979	$ 1,741	$ 1,917	$ 1,752	$ -
86016	Pencil holder	2	$ 166	$ 58	$ 67	$ 233	$ 204	$ 227	$ 207	$ -
86026	Sun Tint, Windshield	32	$ 2,659	$ -	$ -	$ 2,659	$ 2,337	$ 2,596	$ 2,372	$ -
86050	Overhead Lateral Absorber	30	$ 2,493	$ 393	$ 452	$ 2,945	$ 2,589	$ 2,867	$ 2,619	$ -
86052	Bifilar 5P	8	$ 665	$ 962	$ 1,106	$ 1,771	$ 1,563	$ 1,708	$ 1,566	$ -
86054	Accelerometers (2) fuel cell ext cabinet	30	$ 2,493	$ 3,223	$ 3,706	$ 6,199	$ 5,454	$ 5,984	$ 5,467	$ -
86060	Rotor Pedal Lube Kit	20	$ 1,662	$ 207	$ 238	$ 1,900	$ 1,669	$ 1,851	$ 1,690	$ -
87001	Annunicator, "PITOT HEAT ON"	30	$ 2,493	$ 709	$ 815	$ 3,308	$ 2,908	$ 3,215	$ 2,936	$ -
87002	Annunicator, "WSHIELD HEAT ON"	30	$ 2,493	$ 709	$ 815	$ 3,308	$ 2,908	$ 3,215	$ 2,936	$ -
88051	Floats Completion	120	$ 9,971	$ 4,522	$ 5,200	$ 15,171	$ 13,362	$ 14,717	$ 13,465	$ -
88061	Single Pilot IFR	32	$ 2,659	$ 429	$ 493	$ 3,152	$ 2,771	$ 3,069	$ 2,804	$ -
		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Code	Description	Labor Hours	Labor Sell	Material 2006	Material Sell	Total Sell 2006	Discounted Sell 2006	Total Sell 2005	Discounted Sell 2005	NRE
	Customer Options									
90001	Cabin reading light master ON/OFF switch in the cockpit	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,881
90002	Clear Coat Exterior Paint (over metallic)	60	$ 4,985	$ 627	$ 721	$ 5,706	$ 5,211	$ 5,560	$ 5,282	$ -
90003	Replace exterior fairing/access panel hardware with stainless steel hardware	4	$ 332	$ 303	$ 348	$ 681	$ 622	$ 658	$ 625	$ 1,952
90004	Relocate reading lights from center cabin ceiling to above outboard passenger system	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,857
90005	Eight Bose headset jacks for use with the cabin ICS in the cabin (custom locations)	120	$ 9,971	$ 9,889	$ 11,372	$ 21,343	$ 19,499	$ 20,630	$ 19,598	$ 4,881
90006	Satcom System to be installed without the cockpit intercom capability (ref. code 32024)		$ -	$ -	$ -	$ -	No Charge	$ -	$ -	$ -
90007	MX20 display to be installed on the right and the MFRD on the left		$ -	$ -	$ -	$ -	No Charge	$ -	$ -	$ -
90008	Cell Phone interface in cabin to allow cell phone to be plugged in and communication enabled through cabin Bose headsets (ref. Headset Companion Audio Interface # 4149A, Sporty's Pilot Shop)	20	$ 1,662	$ 679	$ 781	$ 2,443	$ 2,231	$ 2,370	$ 2,252	$ 9,761
90009	Audio input jack in cabin for Ipod type device. Entertainment audio to be heard in all cabin Bose headsets. No other controls, volume controlled via iPod device (ref. Headset Companion Audio Interface # 4149A, Sporty's Pilot Shop)	20	$ 1,662	$ 679	$ 781	$ 2,443	$ 2,231	$ 2,370	$ 2,252	$ 3,904
90010	Audio input jack in cockpit for Ipod type device. Entertainment audio to be heard in both cockpit Bose headsets only. No other controls, volume controlled via Ipod device. (ref. Headset Companion Audio Interface # 4149A, Sporty's Pilot Shop)	20	$ 1,662	$ 365	$ 420	$ 2,082	$ 1,901	$ 2,025	$ 1,924	$ 3,904
		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Sub Total	5,622	$ 467,132	$ 819,365	$ 942,270	$ 1,409,402	$ 1,504,030	$ 1,358,727	$ 1,244,427	$ 35,140

Note ***Subject to 2007 escalation***

Configuration Total (Discounted)	$ 1,504,030
Amortized NRE Silencer Interior (Over 10 A/C)	$ 31,500
Non-Discounted Pricing	$ -
NRE (Discounted)	$ 33,734
Sub Total	$ 1,569,264
Additional Contract Requirements:	
Export C of A (per A/C, if required)	$ 4,881
Export Support - Ferry Flight	$ 5,000
Extended Warranty (Per A/C)	$ 8,861
S/A Req'd Addl Config. Mgt. / Cust. Delivery Docs (Per A/C)	$ 7,680
Sikorsky Program Liaison (Per A/C)	$ 12,800
Changes Pool (Per A/C)	$ 25,000
Flight Testing & Acceptance	$ 47,908
Recurring Engineering	$ 48,805
Compatibility Analysis	$ 13,511
Total Additional Contract Requirements	$ 174,446
Grand Total	**$ 1,743,710**

Code	Description	Labor Hours	Labor Sell	Material 2006	Material Sell	Total Sell 2006	Discounted Sell 2006	Total Sell 2005	Discounted Sell 2005	NRE
	Separate Consideration Items									
36010	Dual Universal UCD Electronic Flight Bags	60	$ 4,985	$ 48,658	$ 55,957	$ 60,942	$ 53,651	$ 58,466	$ 53,411	$ -
81051	100 VAC, 60Hz, Cabin Outlet/Inverter, 250 VA (Qty 1)	62	$ 5,152	$ 4,601	$ 5,291	$ 10,443	$ 9,186	$ 10,099	$ 9,224	$ -
		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Sub Total	122	$ 10,137	$ 53,259	$ 61,248	$ 71,385	$ 62,837	$ 68,565	$ 62,636	$ -

SDNY_GM_00005287

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261926

EFTA02727693

VOID

Air Ghislaine

8/8/06

Year 2006		
Labor Rate	$	83.09
Mat Mark-Up	$	1.15
Mat Esc.		1.044
Eng. Rate	$	97.61
Discount		4.0%

1420 PHOENIXVILLE PIKE • WEST CHESTER, PA 19380

Deletions

Code	Description	Labor Hours	Labor Sell	Material 2006	Material Sell	Total Sell 2006	Discounted Sell 2006	Total Sell 2005	Discounted Sell 2005	NRE
36102	MX-20 Multi Function Display, Garmin	125	$ 10,386	$ 11,346	$ 13,048	$ 23,434	$ 20,616	$ 22,641	$ 20,681	$ -
36103	Chartview for Garmin MX-20 MFD	0	$ -	$ 2,757	$ 3,171	$ 3,171	$ 2,791	$ 3,037	$ 2,774	$ -
		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Total Deletions	**(125)**	**$ (10,386)**	**$ (14,103)**	**$ (16,218)**	**$ (26,605)**	**$ (23,407)**	**$ (25,678)**	**$ (23,455)**	**$ -**

Additions

Code	Description	Labor Hours	Labor Sell	Material 2006	Material Sell	Total Sell 2006	Discounted Sell 2006	Total Sell 2005	Discounted Sell 2005	NRE
36104	GMX-200 Multi Function Display, Garmin (011-01466-00)	125	$ 10,386	$ 11,346	$ 13,048	$ 23,434	$ 22,497	$ -	$ -	$ -
36105	Chartview for GMX-200 MFD	0	$ -	$ 2,757	$ 3,171	$ 3,171	$ 2,791	$ 3,037	$ 2,774	$ -
		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Total Additions	**125**	**$ 10,386**	**$ 14,103**	**$ 16,218**	**$ 26,605**	**$ 25,288**	**$ 3,037**	**$ 2,774**	**$ -**
	Add/Delete Delta	**0**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,881**	**$ (22,641)**	**$ (20,681)**	**$ -**

Note ***Subject to 2007 escalation***

SDNY_GM_00005198

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261927

EFTA02727694

Rev B

Air Ghislaine

Per: Air Ghislaine configuration (7/28/06)

8/14/06

Year 2006	
Labor Rate	$ 83.09
Mat Mark-Up	$ 1.15
Mat Esc.	1.044
Eng. Rate	$ 97.61
Discount	4.0%

1420 PHOENIXVILLE PIKE • WEST CHESTER, PA 19380

Note: Quote also matches Attach A Rev 1 (1/26/07)

Code	Description	Labor Hours	Labor Sell	Material 2006	Material Sell	Total Sell 2006	Discounted Sell 2006	Total Sell 2005	Discounted Sell 2005	NRE
	Market Segment Deletions									
07025	Delete, PBS 250 Passenger Briefing system	20	$ 1,662	$ -	$ -	$ 1,662	$ 1,460	$ 1,623	$ 1,482	$ -
	Additional Avionics									
11002	Radio Tuning Units, Collins RTU 4200 (Dual Xpndrs)	226	$ 18,778	$ 36,638	$ 42,134	$ 60,912	$ 53,583	$ 58,696	$ 53,600	$ -
11028	(2)Dual Transponders, Collins Mode S w/Diversity (Qty 2 TDR 94D)	146	$ 12,131	$ 54,719	$ 62,927	$ 75,058	$ 66,136	$ 72,121	$ 65,955	$ -
11037	DME, 2nd, Collins DME 42 System	73	$ 6,066	$ 15,415	$ 17,727	$ 23,793	$ 20,939	$ 22,903	$ 20,922	$ -
30012	Audio Jacks, Emergency/Single Pilot iFR (Std/Bose)	35	$ 2,908	$ 2,094	$ 2,408	$ 5,316	$ 4,676	$ 5,147	$ 4,701	$ -
30020	Audio Jacks, Cockpit, Bose (No Headsets) (Qty 2)	54	$ 4,487	$ 2,094	$ 2,408	$ 6,895	$ 6,063	$ 6,688	$ 6,109	$ -
30061	Cabin ICS System	75	$ 6,232	$ 10,470	$ 12,041	$ 18,272	$ 16,078	$ 17,619	$ 16,095	$ -
30093	Cabin Call System	56	$ 4,653	$ 2,594	$ 2,983	$ 7,636	$ 6,715	$ 7,402	$ 6,761	$ -
31021	Speakers, Door, (2)	8	$ 665	$ 449	$ 516	$ 1,181	$ 1,039	$ 1,144	$ 1,045	$ -
32001	Cellular Phone Base and Charger	85	$ 7,063	$ 413	$ 475	$ 7,538	$ 6,624	$ 7,352	$ 6,715	$ -
32024	SATCOM, Aircell ST 3100 w/ Handset & NAT Dialer	240	$ 19,942	$ 25,794	$ 29,663	$ 49,605	$ 43,641	$ 47,887	$ 43,741	$ -
34053	NAV/LRN Switch for ADI 335D	28	$ 2,327	$ 709	$ 815	$ 3,142	$ 2,762	$ 3,053	$ 2,788	$ -
34081	Vertical Card Standby Compass	19	$ 1,579	$ 678	$ 780	$ 2,358	$ 2,074	$ 2,288	$ 2,090	$ -
35053	FMS, Universal UNS 1F	240	$ 19,942	$ 68,762	$ 79,076	$ 99,018	$ 87,306	$ 95,217	$ 87,143	$ -
36044	Lightning Strike Sensor - LSZ 860 w/LU 860	104	$ 8,641	$ 17,247	$ 19,834	$ 28,475	$ 25,058	$ 27,437	$ 25,063	$ -
36065	Wx Avoidance Radar, Primus 880, ex for Primus 440	65	$ 5,401	$ 91,158	$ 104,832	$ 110,233	$ 97,118	$ 105,688	$ 96,619	$ -
36104	GMX-200 Multi Function Display, Garmin (011-01466-00)	125	$ 10,386	$ 11,346	$ 13,048	$ 23,434	$ 22,497	$ -	$ -	$ -
36105	Chartview for GMX-200 MFD	0	$ -	$ 2,757	$ 3,171	$ 3,171	$ 2,791	$ 3,037	$ 2,774	$ -
36120	Honeywell Multi Function Radar Display (MFRD) Displays Radar, Flight Plan, & Checklist (OBDS.com)	60	$ 4,985	$ 45,075	$ 51,836	$ 56,822	$ 50,023	$ 54,520	$ 49,805	$ -
37011	TCAS I System, CAS 66A	276	$ 22,933	$ 63,361	$ 72,865	$ 95,798	$ 84,292	$ 92,189	$ 84,195	$ -
37017	TCAS Control Panel, CP 66B	10	$ 831	$ 3,920	$ 4,508	$ 5,339	$ 4,699	$ 5,130	$ 4,686	$ -
37025	TCAS I TA Display, Dual, IVA 81D	30	$ 2,493	$ 52,085	$ 59,898	$ 62,390	$ 54,907	$ 59,808	$ 54,612	$ -
	Paints & Finishes									
50002	Paint, Prep & Finish, VIP Interior	220	$ 18,280	$ -	$ -	$ 18,280	$ 16,062	$ 17,851	$ 16,303	$ -
50012	Paint, Prep & Finish, VIP Exterior	675	$ 56,086	$ 4,726	$ 5,435	$ 61,521	$ 54,068	$ 59,976	$ 54,776	$ -
	Interiors									
63000	Silencer Interior, Deluxe VIP (amort NRE $31,500)		$ -	$ -	$ -	$ 176,218	$ 176,218	'04 Fixed Price (25 A/C)		$ -
6300x	Silencer Interior Panel System (Fabrication)		$ -	$ -	$ -	$ 84,514	$ 84,514	'04 Fixed Price (25 A/C)		$ -
63013	Bench, Aft Facing, 3/4 Place	80	$ 6,647	$ 36,916	$ 42,453	$ 49,101	$ 44,873	$ 47,155	$ 44,797	$ -
63036	Divan, Fwd Facing, 3/4 Place w/ Table, w/ Armrests	114	$ 9,472	$ 22,425	$ 25,789	$ 35,261	$ 31,239	$ 33,952	$ 31,232	$ -
63071	Bulkhead Storage Compartment - Crew (Protrudes into Cabin Behind Aft Facing Bench Seat)	60	$ 4,985	$ 1,116	$ 1,283	$ 6,269	$ 5,511	$ 6,098	$ 5,569	$ -
63085	Cabin Coat Hooks, (2)	8	$ 665	$ 118	$ 136	$ 800	$ 704	$ 779	$ 712	$ -
63098	Acoustic Noise Reduction, Bay Blanket Kit, Lightweight	100	$ 8,309	$ 2,953	$ 3,396	$ 11,705	$ 10,291	$ 11,367	$ 10,382	$ -
70016	Sheepskin Seating, Crew Seats	70	$ 5,816	$ 1,182	$ 1,359	$ 7,176	$ 6,308	$ 6,982	$ 6,377	$ -
70052	Seat Belt Extension	0	$ -	$ 82	$ 94	$ 94	$ 83	$ 91	$ 83	$ -
72063	Flight Manual Storage, L/H Controls Closet	16	$ 1,329	$ 58	$ 67	$ 1,396	$ 1,227	$ 1,363	$ 1,244	$ -
76017	Cabin Door Vents, Removal	48	$ 3,988	$ 236	$ 271	$ 4,260	$ 3,744	$ 4,155	$ 3,795	$ -
77034	Single Action Door Release, Cabin/Cockpit Doors	82	$ 6,813	$ 13,735	$ 15,795	$ 22,609	$ 19,894	$ 21,783	$ 19,898	$ -
	Aircraft Items									
80001	Boarding Step, Retractable, L/H (Keystone Steps)	75	$ 6,232	$ 18,954	$ 21,797	$ 28,029	$ 24,669	$ 26,964	$ 24,631	$ -
80002	Boarding Step, Retractable, R/H (Keystone Steps)	75	$ 6,232	$ 18,954	$ 21,797	$ 28,029	$ 24,669	$ 26,964	$ 24,631	$ -
80082	Engine Inlet Covers Storage (S-76C+)	24	$ 1,994	$ 7,531	$ 8,661	$ 10,655	$ 9,379	$ 10,243	$ 9,358	$ -
80086	Maintenance Covers, Exterior	30	$ 2,493	$ 296	$ 340	$ 2,833	$ 2,490	$ 2,726	$ 2,490	$ -

SDNY_GM_00005799

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261928

EFTA02727695

Code	Description	Labor Hours	Labor Sell	Material 2006	Material Sell	Total Sell 2006	Discounted Sell 2006	Total Sell 2005	Discounted Sell 2005	NRE
80090	Access Panels, Tail Boom & Vertical Pylon, CSN 76-207	55	$ 4,570	$ 709	$ 815	$ 5,385	$ 4,734	$ 5,244	$ 4,789	$ -
83001	Annunicator, "FUEL X-FEED" On	45	$ 3,739	$ 1,418	$ 1,631	$ 5,370	$ 4,721	$ 5,213	$ 4,761	$ -
83051	Hydraulic Quick Disconnects, Relocation	45	$ 3,739	$ 2,670	$ 3,071	$ 6,810	$ 5,989	$ 6,592	$ 6,021	$ -
83055	Remove L/H Accessory Drive, CSN 76-205	4	$ 332	$ 705	$ 811	$ 1,143	$ 1,005	$ 1,101	$ 1,005	$ -
83065	Engine Fuzz Burner, Eaton 1K7707	60	$ 4,985	$ 6,125	$ 7,044	$ 12,029	$ 10,583	$ 11,615	$ 10,610	$ -
84051	C4 Environmental System (Incl. Duct Kit & Deflecter)	588	$ 48,857	$ 112,315	$ 129,162	$ 178,019	$ 156,502	$ 171,428	$ 156,432	$ -
85001	Annunicator, "LAND LT ON"	14	$ 1,163	$ 709	$ 815	$ 1,979	$ 1,741	$ 1,917	$ 1,752	$ -
85002	Annunicator, "SEARCH LT ON"	14	$ 1,163	$ 709	$ 815	$ 1,979	$ 1,741	$ 1,917	$ 1,752	$ -
85012	Gooseneck Map Lights (EX)	32	$ 2,659	$ 2,142	$ 2,463	$ 5,122	$ 4,505	$ 4,956	$ 4,527	$ -
85036	Anti-Collision Light, Red, Lower	56	$ 4,653	$ 2,953	$ 3,396	$ 8,049	$ 7,078	$ 7,797	$ 7,121	$ -
85051	Landing Light, L/H Main Gear	61	$ 5,068	$ 2,953	$ 3,396	$ 8,464	$ 7,444	$ 8,203	$ 7,493	$ -
85061	Recognition Lights, Forward Facing	92	$ 7,644	$ 3,336	$ 3,836	$ 11,481	$ 10,096	$ 11,139	$ 10,175	$ -
85063	Logo Lights	76	$ 6,315	$ 1,386	$ 1,594	$ 7,909	$ 6,952	$ 7,694	$ 7,027	$ -
85071	Pulselight System	85	$ 7,063	$ 7,679	$ 8,831	$ 15,894	$ 13,982	$ 15,355	$ 14,026	$ -
85072	Pulse Landing Lights (reference only part of 8571)		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
85073	Pulse Recognition Lights	145	$ 12,048	$ 11,442	$ 13,158	$ 25,206	$ 22,173	$ 24,369	$ 22,260	$ -
86001	Approach Plate Holder, Lighted, Pilot	14	$ 1,163	$ 709	$ 815	$ 1,979	$ 1,741	$ 1,917	$ 1,752	$ -
86002	Approach Plate Holder, Lighted, Copilot	14	$ 1,163	$ 709	$ 815	$ 1,979	$ 1,741	$ 1,917	$ 1,752	$ -
86016	Pencil holder	2	$ 166	$ 58	$ 67	$ 233	$ 204	$ 227	$ 207	$ -
86026	Sun Tint, Windshield	32	$ 2,659	$ -	$ -	$ 2,659	$ 2,337	$ 2,596	$ 2,372	$ -
86050	Overhead Lateral Absorber	30	$ 2,493	$ 393	$ 452	$ 2,945	$ 2,589	$ 2,867	$ 2,619	$ -
86052	Bifilar 5P	8	$ 665	$ 962	$ 1,106	$ 1,771	$ 1,563	$ 1,708	$ 1,566	$ -
86054	Accelerometers (2) fuel cell ext cabinet	30	$ 2,493	$ 3,223	$ 3,706	$ 6,199	$ 5,454	$ 5,984	$ 5,467	$ -
86060	Rotor Pedal Lube Kit	20	$ 1,662	$ 207	$ 238	$ 1,900	$ 1,669	$ 1,851	$ 1,690	$ -
87001	Annunicator, "PITOT HEAT ON"	30	$ 2,493	$ 709	$ 815	$ 3,308	$ 2,908	$ 3,215	$ 2,936	$ -
87002	Annunicator, "WSHIELD HEAT ON"	30	$ 2,493	$ 709	$ 815	$ 3,308	$ 2,908	$ 3,215	$ 2,936	$ -
88051	Floats Completion	120	$ 9,971	$ 4,522	$ 5,200	$ 15,171	$ 13,362	$ 14,717	$ 13,465	$ -
88061	Single Pilot IFR	32	$ 2,659	$ 429	$ 493	$ 3,152	$ 2,771	$ 3,069	$ 2,804	$ -
		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261929

EFTA02727696

Code	Description	Labor Hours	Labor Sell	Material 2006	Material Sell	Total Sell 2006	Discounted Sell 2006	Total Sell 2005	Discounted Sell 2005	NRE
	Customer Options									
90001	Cabin reading light master ON/OFF switch in the cockpit	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,881
90002	Clear Coat Exterior Paint (over metallic)	60	$ 4,985	$ 627	$ 721	$ 5,706	$ 5,211	$ 5,560	$ 5,282	$ -
90003	Replace exterior fairing/access panel hardware with stainless steel hardware	4	$ 332	$ 303	$ 348	$ 681	$ 622	$ 658	$ 625	$ 1,952
90004	Relocate reading lights from center cabin ceiling to above outboard passenger system	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,857
90005	Eight Bose headset jacks for use with the cabin ICS in the cabin (custom locations)	120	$ 9,971	$ 9,889	$ 11,372	$ 21,343	$ 19,499	$ 20,630	$ 19,598	$ 4,881
90006	Satcom System to be installed without the cockpit intercom capability (ref. code 32024)		$ -	$ -	$ -	$ -	No Charge	$ -	$ -	$ -
90007	GMX-200 display to be installed on the right and the MFRD on the left		$ -	$ -	$ -	$ -	No Charge	$ -	$ -	$ -
90008	Cell Phone interface in cabin to allow cell phone to be plugged in and communication enabled through cabin Bose headsets (ref. Headset Companion Audio Interface # 4149A, Sporty's Pilot Shop)	20	$ 1,662	$ 679	$ 781	$ 2,443	$ 2,231	$ 2,370	$ 2,252	$ 9,761
90009	Audio input jack in cabin for Ipod type device. Entertainment audio to be heard in all **cabin** Bose headsets. No other controls, volume controlled via iPod device (ref. Headset Companion Audio Interface # 4149A, Sporty's Pilot Shop)	20	$ 1,662	$ 679	$ 781	$ 2,443	$ 2,231	$ 2,370	$ 2,252	$ 3,904
90010	Audio input jack in cockpit for Ipod type device. Entertainment audio to be heard in both **cockpit** Bose headsets only. No other controls, volume controlled via Ipod device. (ref. Headset Companion Audio Interface # 4149A, Sporty's Pilot Shop)	20	$ 1,662	$ 365	$ 420	$ 2,082	$ 1,901	$ 2,025	$ 1,924	$ 3,904
		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Sub Total	5,630	$ 467,797	$ 819,483	$ 942,405	$ 1,670,934	$ 1,506,615	$ 1,336,865	$ 1,224,458	$ 35,140

760658		
Configuration Total (Discounted)	$	1,506,615
Amortized NRE Silencer Interior (Over 10 A/C)	$	38,800
Non-Discounted Pricing	$	-
NRE (Discounted)	$	33,734
Sub Total	$	1,579,149
Additional Contract Requirements:		
Export C of A (per A/C, if required)	$	4,881
Export Support - Ferry Flight	$	5,000
Extended Warranty (Per A/C)	$	8,861
S/A Req'd Add'l Config. Mgt. / Cust. Delivery Docs (Per A/C)	$	7,680
Sikorsky Program Liaison (Per A/C)	$	12,800
Changes Pool (Per A/C)	$	25,000
Flight Testing & Acceptance	$	47,908
Recurring Engineering	$	48,805
Compatibility Analysis	$	13,511
Total Additional Contract Requirements	$	174,446
Grand Total	**$**	**1,753,595**

Rev 8/14/06

SDNY_GM[illegible]005290

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Air Ghislaine

VOID Refer to tab "Rev to Add-Delete 11-17-06" for changes

Per: Mike L e-mail 10/10/06
11/17/06
revised 11/27/2006

Year 2006	
Labor Rate	$ 83.09
Mat Mark-Up	$ 1.15
Mat Esc.	1.044
Eng. Rate	$ 97.61
Discount	4.0%

KEYSTONE HELICOPTER
1420 PHOENIXVILLE PIKE WEST CHESTER, PA 19380

Deletions

Code	Description	Labor Hours	Labor Sell	Material 2006	Material Sell	Total Sell 2006	Discounted Sell 2006	Total Sell 2005	Discounted Sell 2005	NRE
32001	Cellular Phone Base and Charger	85	$ 7,063	$ 413	$ 475	$ 7,538	$ 6,624	$ 7,352	$ 6,715	$ -
63036	Divan, Fwd Facing, 3/4 Place w/ Table, w/ Armrests	114	$ 9,472	$ 22,425	$ 25,789	$ 35,261	$ 31,239	$ 33,952	$ 31,232	$ -
90008	Cell Phone interface in cabin to allow cell phone to be plugged in and communicaiton enabled through cabin Bose headsets (ref. Headset Companion Audio Interface # 4149A, Sporty's Pilot Shop)	20	$ 1,662	$ 679	$ 781	$ 2,443	$ 2,231	$ 2,370	$ 2,252	$ 9,761
		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Total Deletions	(219)	$ (18,197)	$ (23,517)	$ (27,045)	$ (45,241)	$ (40,094)	$ (43,675)	$ (40,198)	$ (9,761)

Additions

Code	Description	Labor Hours	Labor Sell	Material 2006	Material Sell	Total Sell 2006	Discounted Sell 2006	Total Sell 2005	Discounted Sell 2005	NRE	
76088	Cabin Window Shades, Electro Chromatic Polarizing Film (Qty 6) (InspecTech I-Shade)	48	$ 3,988	$ 29,359	$ 33,763	$ 37,751	$ 34,502	$ 36,235	$ 34,423	$ 39,044	STC
86017	Console Storage Bin - Small	8	$ 665	$ 141	$ 162	$ 827	$ 728	$ 804	$ 735	$ -	
90011	Cellular Phone Swivel Charging Base, Power Supply and Antenna. Phone to be on Battery Bus and interfaced with PII/CpII Baseline Audio Controllers	164	$ 13,627	$ 1,669	$ 1,919	$ 15,546	$ 13,612	$ 15,769	$ 14,402	$ -	Cannot Certify
90012	Boarding steps to be surfaced with coarse non-skid	0	$ -	$ -	$ -	$ -	No Charge	$ -	$ -	$ -	
90013	Fwd facing bench seat, 3-4 passenger, W/ wide single fold down armrest for right hand passenger. Armrest shall be shortened from the standard length and provide storage inside under lid for IPOD/Cell phone jacks (reference 90021& 90009) and holders for customer furnished IPOD/Cell phone.	220	$ 18,280	$ 22,425	$ 33,246	$ 51,526	$ 49,465	$ -	$ -	$ 4,880	Lifeport will have to redo their design and we will design a storage compartment in the armrest.
90013A	Vendor NRE for Seat Design		$ -	$ -	$ -	$ -	$ 25,000	$ -	$ -	$ -	
90014	Replace 63000 standard rigid cabin pull handles with retractable, flush mount, design. Cover handles in leather.	125	$ 10,386	$ 5,438	$ 6,254	$ 16,640	$ 15,974	$ -	$ -	$ 19,522	STC Amendment
90015	Sheep skin throw carpet for cabin floor	8	$ 665	$ 962	$ 1,106	$ 1,771	$ 1,700	$ -	$ -	$ -	
90016	Headset hangers located at ceiling level above all 8 cabin seats against forward/aft bulkheads	32	$ 2,659	$ 526	$ 605	$ 3,264	$ 3,133	$ -	$ -	$ -	
90017	Custom cabin interior materials either using the exact authentic materials from the customer's Bentley or providing match in color/quality (leather/wood/carpet/sheepskin/headliner). (Assume Customer Supplied Leather Hides)	175	$ 14,541	$ 17,500	$ 20,125	$ 34,666	$ 33,279	$ -	$ -	$ -	
90018	Provide addisonal under seat drawer divisions over the standard (3) drawers for the 63013 aft facing bench seat	15	$ 1,246	$ 200	$ 230	$ 1,476	$ 1,417	$ -	$ -	$ 4,880	
90019	Do not install the 63000 magazine storage in lower cabin doors	-12	$ (997)	$ (1,300)	$ (1,495)	$ (2,492)	$ (2,392)	$ -	$ -	$ -	
90020	Custom upholstery/cushion fabrication requiring customer approval via pre-production prototype.	25	$ 2,077	$ 350	$ 403	$ 2,480	$ 2,381	$ -	$ -	$ -	
90021	Cell phone interface into the cabin ICS system. Connection to be in the fold down armrest of the 90013 fwd facing bench seat with ability to select the cell phone connection for any occupant on the fwd facing bench seat (4) positions)	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	Cannot Certify
		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	Total Additions	808	$ 67,137	$ 77,270	$ 96,318	$ 163,454	$ 178,798	$ 52,808	$ 49,560	$ 68,326	
	Add/Delete Delta	589	$ 48,940	$ 53,753	$ 69,273	$ 118,213	$ 138,704	$ 9,133	$ 9,362	$ 58,565	

Note *Suggest Customer select AirCell System vs Cell Phone Interface to ICS*

SDNY_GM_00005292

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Air Ghislaine

Per: Mike L e-mail 10/10/06
and Chris S e-mail 2/7/07
2/8/07

Year 2006	
Labor Rate	$ 83.09
Mat Mark-Up	$ 1.15
Mat Esc.	1.044
Eng. Rate	$ 97.61
Discount	4.0%

KEYSTONE HELICOPTER
1420 PHOENIXVILLE PIKE • WEST CHESTER, PA 19380

Deletions

Code	Description	Labor Hours	Labor Sell	Material 2006	Material Sell	Total Sell 2006	Discounted Sell 2006	Total Sell 2005	Discounted Sell 2005	NRE
32001	Cellular Phone Base and Charger	85	$ 7,063	$ 413	$ 475	$ 7,538	$ 6,624	$ 7,352	$ 6,715	$ -
63036	Divan, Fwd Facing, 3/4 Place w/ Table, w/ Armrests	114	$ 9,472	$ 22,425	$ 25,789	$ 35,261	$ 31,239	$ 33,952	$ 31,232	$ -
90008	Cell Phone interface in cabin to allow cell phone to be plugged in and communication enabled through cabin Bose headsets (ref. Headset Companion Audio Interface # 4148A, Sporty's Pilot Shop)	20	$ 1,662	$ 679	$ 781	$ 2,443	$ 2,231	$ 2,370	$ 2,252	$ 9,761
		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Total Deletions	(219)	$ (18,197)	$ (23,517)	$ (27,045)	$ (45,241)	$ (40,094)	$ (43,675)	$ (40,198)	$ (9,761)

Additions

Code	Description	Labor Hours	Labor Sell	Material 2006	Material Sell	Total Sell 2006	Discounted Sell 2006	Total Sell 2005	Discounted Sell 2005	NRE	
76088	Cabin Window Shades, Electro Chromatic Polarizing Film (Qty 6) (InspecTech I-Shade)	48	$ 3,988	$ 29,359	$ 33,763	$ 37,751	$ 34,502	$ 36,235	$ 34,423	$ 39,044	STC
66017	Console Storage Bin - Small	8	$ 665	$ 141	$ 162	$ 827	$ 728	$ 804	$ 735	$ -	
90011	Cellular Phone Swivel Charging Base, Power Supply and Antenna. Phone to be on Battery Bus and interfaced with Plt/Cplt Baseline Audio Controllers	164	$ 13,627	$ 1,669	$ 1,919	$ 15,546	$ 13,612	$ 15,769	$ 14,402	$ -	Cannot Certify
90012	Boarding steps to be surfaced with coarse non-skid	-	$ -	$ -	$ -	$ -	No Charge	$ -	$ -	$ -	
90013	Fwd facing bench seat, 3-4 passenger, W/ wide single fold down armrest for right hand passenger. Armrest shall be shortened from the standard length and provide storage inside under lid for IPOD/Cell phone jacks (reference 90021& 90009) and holders for customer furnished IPOD/Cell phone.	220	$ 18,280	$ 22,425	$ 33,246	$ 51,526	$ 49,465	$ -	$ -	$ 4,880	Lifeport will have to redo their design and we will design a storage compartment in the armrest.
90013A	Vendor NRE for Seat Design		$ -	$ -	$ -	$ -	$ 25,000	$ -	$ -	$ -	
90014	Replace 63000 standard rigid cabin pull handles with retractable, flush mount, design. Cover handles in leather.	38	$ 3,157	$ 5,438	$ 6,254	$ 9,411	$ 9,035	$ -	$ -	$ 19,522	STC Amendment
90015	Sheep skin throw carpet for cabin floor	8	$ 665	$ 962	$ 1,106	$ 1,771	$ 1,700	$ -	$ -	$ -	
90016	Headset hangers located at ceiling level above all 8 cabin seats against forward/aft bulkheads	16	$ 1,329	$ 526	$ 605	$ 1,934	$ 1,857	$ -	$ -	$ -	
90017	Custom cabin interior materials either using the exact authentic materials from the customer's Bentley or providing match in color/quality (leather/wood/carpet/sheepskin/headliner). **(Assume Customer Supplied Leather Hides)**	175	$ 14,541	$ 3,996	$ 4,595	$ 19,136	$ 18,371	$ -	$ -	$ -	Customer Supplied Leather Est Value $7,600. Handling Fee $570. Additional material Upgrades $3,500
90018	Provide additional under seat drawer divisions over the standard (3) drawers for the 63013 aft facing bench seat		$ -	$ -	$ -	$ -	No Charge	$ -	$ -	$ 4,880	
90019	Do not install the 63000 magazine storage in lower cabin doors	-12	$ (997)	$ (1,300)	$ (1,495)	$ (2,492)	$ (2,392)	$ -	$ -	$ -	
90020	Custom upholstery/cushion fabrication requiring customer approval via pre-production prototype.	25	$ 2,077	$ 350	$ 403	$ 2,480	$ 2,381	$ -	$ -	$ -	
90021	Cell phone interface into the cabin ICS system. Connection to be in the fold down armrest of the 90013 fwd facing bench seat with ability to select the cell phone connection for any occupant on the fwd facing bench seat (4) positions)		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	Cannot Certify
		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	Total Additions	690	$ 57,332	$ 63,566	$ 80,558	$ 137,890	$ 154,257	$ 52,808	$ 49,560	$ 68,326	
	Add/Delete Delta	471	$ 39,135	$ 40,049	$ 53,514	$ 92,649	$ 114,162	$ 9,133	$ 9,362	$ 68,565	

Note *Suggest Customer select AirCell System vs Cell Phone Interface to ICS*

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Air Ghislaine

Per: Chris S e-mail 2/15/07

2/21/07

Year 2006		
Labor Rate	$	83.09
Mat Mark-Up	$	1.15
Mat Esc.		1.044
Eng. Rate	$	97.61
Discount		4.0%

KEYSTONE HELICOPTER
1420 PHOENIXVILLE PIKE WEST CHESTER, PA 19380

Deletions

Code	Description	Labor Hours	Labor Sell	Material 2006	Material Sell	Total Sell 2006	Discounted Sell 2006	Total Sell 2005	Discounted Sell 2005	NRE	
90021	Cell phone interface into the cabin ICS system. Connection to be in the fold down armrest of the 90013 fwd facing bench seat with ability to select the cell phone connection for any occupant on the fwd facing bench seat (4) positions)		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	Cannot Ce
		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	Total Deletions	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	

Additions

Code	Description	Labor Hours	Labor Sell	Material 2006	Material Sell	Total Sell 2006	Discounted Sell 2006	Total Sell 2005	Discounted Sell 2005	NRE
90021.1	Cell phone interface into the cabin ICS system. Connection to be in the fold down armrest of the 90013 fwd facing bench seat with ability to select the cell phone connection for any occupant on the fwd facing bench seat (4) positions. **Tied to Weight-on-Wheels switch to disable in-flight use.**	80	$ 6,647	$ 4,360	$ 5,014	$ 11,661	$ 11,195	$ -	$ -	$ 19,522
90023	Upholstered and padded cabin sidewall drink rails		$ -	$ -	$ -	$ -	No Charge	$ -	$ -	$ -
		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Total Additions	80	$ 6,647	$ 4,360	$ 5,014	$ 11,661	$ 11,195	$ -	$ -	$ 19,522
	Add/Delete Delta	80	$ 6,647	$ 4,360	$ 5,014	$ 11,661	$ 11,195	$ -	$ -	$ 19,522

Note:

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261933

EFTA02727700

Air Ghislaine

Per: Chris S e-mail 2/15/07

2/21/07
Revised 2/28/07

Year 2006		
Labor Rate	$	83.09
Mat Mark-Up	$	1.15
Mat Esc.		1.044
Eng. Rate	$	97.61
Discount		4.0%

KEYSTONE HELICOPTER
1420 PHOENIXVILLE PIKE • WEST CHESTER, PA 19380

Deletions

Code	Description	Labor Hours	Labor Sell	Material 2006	Material Sell	Total Sell 2006	Discounted Sell 2006	Total Sell 2005	Discounted Sell 2005	NRE	
90021	Cell phone interface into the cabin ICS system. Connection to be in the fold down armrest of the 90013 fwd facing bench seat with ability to select the cell phone connection for any occupant on the fwd facing bench seat (4) positions)		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	Cannot Certify
		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	Total Deletions	**0**	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	

Additions

Code	Description	Labor Hours	Labor Sell	Material 2006	Material Sell	Total Sell 2006	Discounted Sell 2006	Total Sell 2005	Discounted Sell 2005	NRE	
90021.1	Cell phone interface into the cabin ICS system. Connection to be in the fold down armrest of the 90013 fwd facing bench seat with ability to select the cell phone connection for any occupant on the fwd facing bench seat (4) positions. **Tied to Weight-on-Wheels switch to disable in-flight use.**	80	$ 6,647	$ 4,360	$ 5,014	$ 11,661	$ 11,195	$ -	$ -	$ 19,522	
90023	Upholstered cabin sidewall drink rails		$ -	$ -	$ -	$ -	No Charge	$ -	$ -	$ -	
63091	Cup Holder Set, Cabin	8	$ 665	$ 148	$ 170	$ 835	$ 734	$ 812	$ 742	$ -	
90024	Upholstered cabin interior panels with leather	100	$ 8,309	$ 15,000	$ 17,250	$ 25,559	$ 24,537	$ -	$ -	$ -	2/28/2007
		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	2/28/2007
	Total Additions	**188**	$ 15,621	$ 19,508	$ 22,434	$ 38,055	$ 36,466	$ 812	$ 742	$ 19,522	
	Add/Delete Delta	**188**	$ 15,621	$ 19,508	$ 22,434	$ 38,055	$ 36,466	$ 812	$ 742	$ 19,522	

Note:

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261934

EFTA02727701

Air Ghislaine

Per: Mike L

3/13/07

Year 2006		
Labor Rate	$	83.09
Mat Mark-Up	$	1.15
Mat Esc.		1.044
Eng. Rate	$	97.61
Discount		4.0%

KEYSTONE HELICOPTER
1420 PHOENIXVILLE PIKE • WEST CHESTER, PA 19380

Deletions

Code	Description	Labor Hours	Labor Sell	Material 2006	Material Sell	Total Sell 2006	Discounted Sell 2006	Total Sell 2005	Discounted Sell 2005	NRE	
90017	Custom cabin interior materials either using the exact authentic materials from the customer's Bentley or providing match in color/quality (leather/wood/carpet/sheepskin/headliner). **(Assume Customer Supplied Leather Hides)**	175	$ 14,541	$ 3,996	$ 4,595	$ 19,136	$ 18,371	$ -	$ -	$ -	**Customer Supplied Leather Est Value $7,600. Handling Fee $570. Additional material Upgrades $3,500**
		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	Total Deletions	(175)	$ (14,541)	$ (3,996)	$ (4,595)	$ (19,136)	$ (18,371)	$ -	$ -	$ -	

Additions

Code	Description	Labor Hours	Labor Sell	Material 2006	Material Sell	Total Sell 2006	Discounted Sell 2006	Total Sell 2005	Discounted Sell 2005	NRE	
90017	Custom Cabin Interior Materials Customer Furnished Materials (Leather, Carpet, Sheepskin, Panel Covering) Custom Upholstery Work	175	$ 14,541	$ 5,217	$ 6,000	$ 20,540	$ 19,719	$ -	$ -	$ -	**Customer Supplied Material Est Value $40,000. Handling Fee $6000.**
90017.1	**Materials Credit for Code 63000 due to Customer Furnished Interior Materials**		$ -	$ -	$ -	$ -	$ (17,500)	$ -	$ -	$ -	
		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	Total Additions	175	$ 14,541	$ 5,217	$ 6,000	$ 20,540	$ 2,219	$ -	$ -	$ -	
	Add/Delete Delta	0	$ -	$ 1,221	$ 1,404	$ 1,404	$ (16,152)	$ -	$ -	$ -	

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261935

EFTA02727702

Air Ghislaine

Per: Telecon Mike L 3/21/07

3/21/07

Year 2006		
Labor Rate	$	83.09
Mat Mark-Up	$	1.15
Mat Esc.		1.044
Eng. Rate	$	97.61
Discount		4.0%

KEYSTONE HELICOPTER
1420 PHOENIXVILLE PIKE • WEST CHESTER, PA 19380

Deletions

Code	Description	Labor Hours	Labor Sell	Material 2006	Material Sell	Total Sell 2006	Discounted Sell 2006	Total Sell 2005	Discounted Sell 2005	NRE	
90017	Custom cabin interior materials either using the exact authentic materials from the customer's Bentley or providing match in color/quality (leather/wood/carpet/sheepskin/headliner). (Assume Customer Supplied Leather Hides)	175	$ 14,541	$ 3,996	$ 4,595	$ 19,136	$ 18,371	$ -	$ -	$ -	Customer Supplied Leather Est Value $7,800. Handling Fee $570. Additional material Upgrades $3,500
		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	Total Deletions	(175)	$ (14,541)	$ (3,996)	$ (4,595)	$ (19,136)	$ (18,371)	$ -	$ -	$ -	

Additions

Code	Description	Labor Hours	Labor Sell	Material 2006	Material Sell	Total Sell 2006	Discounted Sell 2006	Total Sell 2005	Discounted Sell 2005	NRE	
90017	Custom Cabin Interior Materials Customer Furnished Materials (Leather, Carpet, Sheepskin, Panel Covering) Custom Upholstery Work	275	$ 22,850	$ 5,217	$ 6,000	$ 28,849	$ 27,695	$ -	$ -	$ -	Customer Supplied Material Est Value $40,000. Handling Fee $6000.
90017.1	Materials Credit for Code 63000 due to Customer Furnished Interior Materials		$ -	$ -	$ -	$ -	$ (17,500)	$ -	$ -	$ -	
		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
	Total Additions	275	$ 22,850	$ 5,217	$ 6,000	$ 28,849	$ 10,195	$ -	$ -	$ -	
	Add/Delete Delta	100	$ 8,309	$ 1,221	$ 1,404	$ 9,713	$ (8,175)	$ -	$ -	$ -	

Code 90024 SOW now part of 90017

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261936

EFTA02727703

Aero Records & Title Co.

POST OFFICE BOX 19246
OKLAHOMA CITY, OK 73144

PHONE: (405) 239-2507
TOLL-FREE: 1-(800) 654-7202
Fax: (405) 685-2269

NIKKI WOOD
SPECIAL SERVICES
ADMINISTRATIVE ASSISTANT

For Courier Deliveries Only
3300 S. Lakeside Drive
Oklahoma City, OK 73179

TELEFAX TRANSMITTAL SHEET

DATE: 5-7-07

ATTN: Mike Loschiavo [redacted]

FROM: Jennifer Gerner

We are transmitting 2 page(s). including this cover page.
PLEASE HAND TO ADDRESSEE AS SOON AS POSSIBLE. IF FOR ANY REASON YOU DO NOT RECEIVE THE FULL TRANSMISSION. PLEASE CALL US.

Re: N908GM
Enclosed please find:

____ temporary certificate by wire ____ wire for N# assignment

X manufacturer's N# assignment ____ Form 8050-64 (N# change approval)

____ copy of correspondence to FAA ____ Declaration of Int'l Operations

____ confirmation of reservation of special registration number
____ This is a reservation only – Please call our office if you wish to have the number assigned to an aircraft.

____ Assignment of this number has been requested through our office. We will call you when approved by FAA.

____ Documentation for you to complete & return. Return by _____

____ Registration Number Research. Numbers ending _____

____ Other N# research: _____

____ Other: _____

Message (if any): Jennifer Gerner

AERO RECORDS & TITLE CO.

SDNY_GM_00208

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

U.S. Department
of Transportation
Federal Aviation Administration

Flight Standards Service
Aircraft Registration Branch, AFS-750

P.O. Box 25504
Oklahoma City, Oklahoma 73125-0504
(405) 954-4206
Toll Free: 1-866-704-4715
WEB Address: http://registry.faa.gov

May 4, 2007

SIKORSKY AIRCRAFT CORP
6900 MAIN ST
STRATFORD CT 06614-1385

Dear Sirs:

United States identification mark N908GM has been assigned to Sikorsky Aircraft Corp., Model S-76C-2, serial number 760667, Mode S Transponder Code 53106606 as requested by you. This manufacturer's assignment of special registration number cannot be used as an authorization for a number change.

If we may be of further assistance, please contact the Aircraft Registration Branch at (405) 954-4206 or toll free 1-866-704-4715.

Sincerely,

[redacted]

AFS-750-SUPPORT-5 (04/06)

SDNY_GM_00006298

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261938

EFTA02727705

[redacted]

AIRCRAFT TITLE SEARCHES
RECORDING SERVICES
AIRMEN RECORD INFORMATION

PHONE: (405) 239-2507
TOLL-FREE: 1-(800) 654-7202
FAX: (405) 681-2047

Aero Records & Title Co.

POST OFFICE BOX 19246 OKLAHOMA CITY, OK 73144

In account with:
Sikorsky Aircraft Corporation
6900 Main Street, MS S358A
Stratford, CT 06615-9129
Attention: Mike Loschiavo

INVOICE NO: SPC172757
Please pay from this invoice - No statement sent - Terms: Net 15
Date: May 01, 2007

RE: Sikorsky S76c-2, Serial No. 760667

Assignment of special registration number N908GM to above aircraft	98.00
Total Due	98.00

Phone: 860/386-4536

ok'd on 5/9/07
[redacted]

Please return one copy of this invoice with payment! Thank You!

SDNY_GM_00206290

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261939

EFTA02727706

AFFIDAVIT SUT-16a-3

STATE OF CONNECTICUT
DEPARTMENT OF REVENUE SERVICES

EXEMPTION CERTIFICATE
AIRPLANE MANUFACTURED BY AND PURCHASED FROM A CONNECTICUT AIRPLANE MANUFACTURER WITHIN THE STATE OF CONNECTICUT FOR USE EXCLUSIVELY WITHOUT THE STATE OF CONNECTICUT

This form shall be filed with the sales and use tax return of the retailer for the period during which the exemption is claimed. The retailer shall retain a copy with its records.

RETAILER INFORMATION

Name of Manufacturer: SIKORSKY AIRCRAFT CORPORATION **Tax Registration Number:** 0567214-003

Address: 6900 MAIN STREET, P.O. BOX 9729 **MAILSTOP**: S427A **PHONE**. (203) 386 3864

Date of Sale: June 18, 2007.

PURCHASER INFORMATION

Name of Purchaser: **Air Ghislaine, Inc., 103 Foulk Rd., Wilmington, DE, #202 19803**

AIRPLANE IDENTIFICATION DATA

Make: Sikorsky Aircraft Corporation **Model:** S-76C++ **Year**: 2007

Manufacturer Serial Number: 760667 **FAA Registration Number**: **N908GM** **Sales Price: $ 10,365,650.00**

AFFIDAVIT OF PURCHASER

I HEREBY CERTIFY UNDER PENALTY OF FALSE STATEMENT that the above-captioned airplane was manufactured by and purchased from the above mentioned airplane manufacturer for use exclusively outside of the State of Connecticut. I am a resident of the State of Delaware.

FOR THE PURCHASER: Air Ghislaine, Inc. By: [signature] (Signature) Vice President (Title)

Sworn to and subscribed before me this 18TH day of JUNE 2007

Notary Public; My commission expires the 31ST day of JANUARY 2012
My Commission Exp. Jan. 31, 2012

AFFIDAVIT OF RETAILER

I HEREBY CERTIFY UNDER PENALTY OF FALSE STATEMENT that I have examined this certificate and, to the best of my knowledge and belief, the information contained herein is true, accurate and complete.

FOR THE RETAILER: [signature] (Signature) S76 Program Manager (Title)

Sworn to and subscribed before me this 18TH day of JUNE 2007.

Notary Public; My commission expires the 31ST day of JANUARY 2012
My Commission Exp. Jan. 31, 2012

SDNY_GM_00003300

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

AFFIDAVIT SUT-16a-3

STATE OF CONNECTICUT
DEPARTMENT OF REVENUE SERVICES

EXEMPTION CERTIFICATE
AIRPLANE MANUFACTURED BY AND PURCHASED FROM A CONNECTICUT AIRPLANE MANUFACTURER WITHIN THE STATE OF CONNECTICUT FOR USE EXCLUSIVELY WITHOUT THE STATE OF CONNECTICUT

This form shall be filed with the sales and use tax return of the retailer for the period during which the exemption is claimed. The retailer shall retain a copy with its records.

RETAILER INFORMATION

Name of Manufacturer: SIKORSKY AIRCRAFT CORPORATION **Tax Registration Number:** 0567214-003

Address: 6900 MAIN STREET, P.O. BOX 9729 **MAILSTOP**: S427A **PHONE**. (203) 386 3864

Date of Sale: June 18, 2007.

PURCHASER INFORMATION

Name of Purchaser: Air Ghislaine, Inc., 103 Foulk Rd., Wilmington, DE, #202 19803

AIRPLANE IDENTIFICATION DATA

Make: Sikorsky Aircraft Corporation **Model:** S-76C++ **Year:** 2007

Manufacturer Serial Number: 760667 **FAA Registration Number: N908GM** **Sales Price: $ 10,365,650.00**

AFFIDAVIT OF PURCHASER

I HEREBY CERTIFY UNDER PENALTY OF FALSE STATEMENT that the above-captioned airplane was manufactured by and purchased from the above mentioned airplane manufacturer for use exclusively outside of the State of Connecticut. I am a resident of the State of Delaware.

FOR THE PURCHASER: Air Ghislaine, Inc. By [signature] (Signature) Vice President (Title)

Sworn to and subscribed before me this 18TH day of JUNE 2007

Notary Public; My commission expires the 31ST day of JANUARY 2012
My Commission Exp. Jan. 31, 2012

AFFIDAVIT OF RETAILER

I HEREBY CERTIFY UNDER PENALTY OF FALSE STATEMENT that I have examined this certificate and, to the best of my knowledge and belief, the information contained herein is true, accurate and complete.

FOR THE RETAILER: [signature] (Signature) S76 Program Manager (Title)

Sworn to and subscribed before me this 18TH day of JUNE 2007.

Notary Public; My commission expires the 31ST day of JANUARY 2012
My Commission Exp. Jan. 31, 2012

SDNY_GM_00003102

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

SIKORSKY CLUB, INC.
MERCHANDISE REQUEST FORM

Person Requesting: **Chris Shurkus**
Department: **S76 Marketing**

Date: **18 Jun 07**
OAT Number: AC → 504.1.01.6E

Reason for Request:

Items Required:

ITEM	QUANTITY	PRICE	
Jacket – B/H	1	100.00	100.00
Sweatshirt – Pres	1	35.00	35.00
T shirt	1	13.50	13.50
Golf shirt	1	45.00	45.00
T shirt	1	15.00	15.00
Dress Shirt – S76	1	39.00	39.00
Flt Jacket	2	126.00	252.00
Decals	10	1.50	15.00
Golf Tools	2	7.00	14.00

Subtotal: 528.50

Sales Tax: 31.71

Total: 560.21

Authorized Department Approval Required Before Merchandise is taken.

Michael Loschiavo — Department Approver (print)

Signature

6/25/07 — Date

Picked up by: **C. Shurkus** Date: **18 Jun 07**

Club Store Verification: **Pogy** Date: **18 Jun 07**

SDNY_GM_00206303

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

FedEx. US Airbill
Express

[redacted]

1798968

Form ID No. 0200

Sender's Copy

1 From Please print and press hard.

Date 6/19/07 Sender's FedEx Account Number

Sender's Name Mike Laschiave Phone [redacted]

Company Sikorsky Aircraft

Address 6900 Main St

Dept./Floor/Suite/Room

City Stratford State CT ZIP 06904

Your Internal Billing Reference Cindy Smith OPTIONAL
First 24 characters will appear on invoice.

2 To
Recipient's Name Larry Visoski Phone [redacted]

Company

Recipient's Address 1131 Pine Point Rd
We cannot deliver to P.O. boxes or P.O. ZIP codes.

Dept./Floor/Suite/Room

Address
To request a package be held at a specific FedEx location, print FedEx address here.

City Singer Island State FL ZIP 33404

Ship and track packages at fedex.com
Simplify your shipping. Manage your account. Access all the tools you need.

4a Express Package Service — Packages up to 150 lbs.

- [ ] FedEx Priority Overnight — Next business morning.* Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- [X] FedEx Standard Overnight — Next business afternoon.* Saturday Delivery NOT available.
- [ ] FedEx First Overnight — Earliest next business morning delivery to select locations.* Saturday Delivery NOT available.
- [ ] FedEx 2Day — Second business day.* Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- [ ] FedEx Express Saver — Third business day.* Saturday Delivery NOT available.

FedEx Envelope rate not available. Minimum charge: One-pound rate.

* To most locations.

4b Express Freight Service — Packages over 150 lbs.

- [ ] FedEx 1Day Freight* — Next business day.** Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- [ ] FedEx 2Day Freight — Second business day.** Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- [ ] FedEx 3Day Freight — Third business day.** Saturday Delivery NOT available.

* Call for Confirmation.

** To most locations.

5 Packaging

- [ ] FedEx Envelope*
- [ ] FedEx Pak* — Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak.
- [X] FedEx Box
- [ ] FedEx Tube
- [ ] Other

* Declared value limit $500.

6 Special Handling — Include FedEx address in Section 3.

- [ ] SATURDAY Delivery — NOT Available for FedEx Standard Overnight, FedEx First Overnight, FedEx Express Saver, or FedEx 3Day Freight.
- [ ] HOLD Weekday at FedEx Location — NOT Available for FedEx First Overnight.
- [ ] HOLD Saturday at FedEx Location — Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations.

Does this shipment contain dangerous goods? One box must be checked.

- [X] No
- [ ] Yes — As per attached Shipper's Declaration.
- [ ] Yes — Shipper's Declaration not required.
- [ ] Dry Ice — Dry Ice, 9, UN 1845 ____ x ____ kg

Dangerous goods (including dry ice) cannot be shipped in FedEx packaging.

- [ ] Cargo Aircraft Only

7 Payment Bill to:

- [ ] Sender — Acct. No. in Section 1 will be billed.
- [X] Recipient
- [ ] Third Party
- [ ] Credit Card
- [ ] Cash/Check

Enter FedEx Acct. No. or Credit Card No. below.

FedEx Acct. No. or Credit Card No. 1144 20816 Exp. Date

Total Packages	Total Weight	Total Declared Value†
1	2	$ .00

† Our liability is limited to $100 unless you declare a higher value. See back for details. By using this Airbill you agree to the service conditions on the back of this Airbill and in the current FedEx Service Guide, including terms that limit our liability.

FedEx Use Only

8 NEW Residential Delivery Signature Options — If you require a signature, check Direct or Indirect.

- [X] No Signature Required — Package may be left without obtaining a signature for delivery.
- [ ] Direct Signature — Anyone at recipient's address may sign for delivery. Fee applies.
- [ ] Indirect Signature — If no one is available at recipient's address, anyone at a neighboring address may sign for delivery. Fee applies.

520

Rev. Date 6/05 Part #158280 ©1994–2005 FedEx PRINTED IN U.S.A. SRF

SDNY_GM_00206304

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261943

EFTA02727710

FedEx Kinko's
Office and Print Center

707 Bridgeport Ave
SHELTON, CT 06484

Location: OXCK
Device ID: OXCK-POS1
Employee: [redacted]
Transaction: [redacted]

STANDARD OVERNIGHT
857327969210 1.90 lb (S) ***

Bill Recipient/Third Party

*** See payer invoice

M = Weight entered manually
S = Weight read from scale
T = Taxable item

Subject to additional charges. See FedEx Service Guide
at fedex.com for details. All merchandise sales final.

Visit us at: fedex.com
Or call 1.800.GoFedEx
1.800.463.3339

June 19, 2007 5:18:21 PM

SDNY_GM[redacted]

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261944

EFTA02727711

AIRCRAFT TITLE SEARCHES

RECORDING SERVICES

AIRMEN RECORD INFORMATION

PHONE: (405) 239-2507

TOLL-FREE: 1-(800) 654-7202

FAX: (405) 681-2047

Aero Records & Title Co.

POST OFFICE BOX 19246 OKLAHOMA CITY, OK 73144

In account with:

Sikorsky Aircraft Corporation
6900 Main Street, MS S358A
Stratford, CT 06615-9129
Attention: Chris Shurkus

RE: N908GM

INVOICE NO: SPC181880

Please pay from this invoice - No statement sent - Terms: Net 15

Date: December 23, 2008

Reservation of special registration number	98.00
Cash advanced to FAA for the reservation	10.00
Total Due	108.00

email: cshurkus@sikorsky.com

Approved by [signature] WBS: AC-571.1.01.25

Please return one copy of this invoice with payment! Thank You!

SDNY_GM_00205206

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

U.S. Department
of Transportation

Federal Aviation Administration

Flight Standards Service
Aircraft Registration Branch,
AFS-750

P.O. Box 25504
Oklahoma City, Oklahoma 73125-0504
(405) 954-3116
Toll Free: 1-866-762-9434
WEB Address: http://registry.faa.gov

January 7, 2009

OPERATION OF AN UNREGISTERED AIRCRAFT IS A VIOLATION AND MAY BE SUBJECT TO CIVIL PENALTIES.

AIR GHISLAINE INC
103 FOULK RD #202
WILMINGTON DE 19803

A certificate of registration may be issued in your name for KEYSTONE HELICOPTER S-76C S/N 760750, N750A upon your compliance with items checked below:

- ☐ Include legal name of owner in purchaser's block on enclosed bill of sale. _____
- ☒ Submit completed Aircraft Registration Application, signed in INK, including typed or printed name of signer in signature block. Form enclosed.
- ☐ Bill of sale must be signed in INK by _____ _____. Carbon signatures are not acceptable.
- ☐ Show corporate title of person signing for _____.
- ☐ A physical location or physical address must also be shown on the application in addition to the post office box.
- ☐ Check Type of Registration block (must agree with title of signer). _____
- ☐ Clarify title of signer (must agree with Type of Registration checked). _____
- ☐ Show _____
- ☐ Show complete description of aircraft. _____
- ☐ Submit documentary evidence of ownership, (bill of sale, etc.) signed in INK by the seller(s) for each change in ownership from _____ _____
  to _____ _____.
- ☐ Submit registration fee of $_____. Please return this letter with remittance.
- ☐ Submit authorization for _____ _____.
- ☐ Submit copy of Articles of Organization, Operating Agreement,or written representation statement. The document submitted must include the items identified in the attached L.L.C. information sheet.
- ☐ Submit certified true copy of Resolution of the Board of Directors _____
- ☐ Submit notarized affidavit signed by trustee(s) certifying citizenship of each beneficiary, and each person who may have a security interest incorporated in the trust.
- ☐ See Item(s) _____ on enclosed sheet.

If you do not wish to register the aircraft, please notify the Civil Aviation Registry in writing, stating the specific reason for the cancellation (i.e., scrapped, destroyed, etc.,). Evidence of ownership must accompany the request if not previously submitted.

[redacted]

AFS-750-42-21 (01/08)

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

U.S. Department
of Transportation
**Federal Aviation
Administration**

Flight Standards Service
Aircraft Registration Branch, AFS-750

P.O. Box 25504
Oklahoma City, Oklahoma 73125-0504
(405) 954-4206
Toll Free: 1-866-704-4715
WEB Address: http://registry.faa.gov

December 30, 2008

AIR GHISLAINE INC
103 FOULK RD #202
WILMINGTON DE 19803

CONFIRMATION OF RESERVATION
OF UNITED STATES REGISTRATION NUMBERS

United States Registration number N908GM has been reserved for a one-year period beginning Dec 30, 2008. This number is in a reserve status only. It is not assigned to an aircraft and may not be painted on an aircraft until approval is received from this office. To obtain approval for assignment, send a written request describing the aircraft by manufacturer, model and serial number to the Civil Aviation Registry, P.O. Box 25504, Oklahoma City, Oklahoma 73125-0504.

If assignment has not been requested and approval granted prior to the end of the one-year period, the reservation will expire. The reservations may be renewed each year upon request and payment of the $10 reservation fee.

Corresponding ICAO Aircraft Address Code 53106606.

[redacted]

AFS-750-RESPONSE-1 (7/04)

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Shurkus, Christopher R SIK

From: George Reenstra [redacted]
Sent: Thursday, January 29, 2009 4:46 PM
To: Shurkus, Christopher R SIK
Subject: FW: S-76 C++ Position

Look at this list, may want to do Larry's 76 this way can you ballpark the price, ballpark delivery

George Reenstra
Aircraft Services Group Inc
300 Corporate Drive, Suite 2
Mahwah, NJ 07430
Tel (201) 995-9570
Fax (201) 995-9504
g.reenstra@yourjet.com

The customer is interested in the position. The equipment requirements list is as follows:

AFDS
Air Conditioning System
Approach Plate Holder Lighted Copilot
Approach Plate Holder Lighted Pilot
Cabin ICS
Cargo Hook Provisions
CVR/FDR - Multi purpose Flight Recorder (MPFR)
Door Release single action
EVXP Kit
EVXP System
Exterior Paint
External Rafts - Reversible Type
Floats Completion
FM Radio NPX
Fwd facing bench
Fwd facing divan
Garmin GPS - 500W Moving Map/GPS
HEEL Lighting
HF Radio - Honeywell
Hoist Provisions
Pilot's collective stick
Pulse Electric Engine Chip Detector System
Push-out Cabin Windows (Aft)
Push-out Cabin Windows (Fwd)
Push-out Cabin Windows (Hinged door LH)
Rotor Pedals Lube kit
Sliding Cabin Door RH
Speakers - Headliner, Six
Utility Exterior Pain prep
Utility Interior Group

How long will it take to quote it?

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

IMPORTANT NOTICE

Pursuant to the March 23, 2004, notice published in the Federal Register, effective June 1, 2004, the Federal Aviation Administration will no longer accept Aircraft Registration Applications, AC Form 8050-1, unless the printed or typed name of the signer is included in the signature block.

Additionally, the Aircraft Registration Application will not be accepted if altered using whiteouts, or by the use of strikethroughs, line-outs, or other means that obscure previously included information.

AFS-NOTICE-1 (06/08)

SDNY_GM_00005220

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261949

EFTA02727716

CPSW-2008-003Form
Rev 2, Nov. 11, 2008

Part Removal Authorization

Sikorsky Commercial Programs

For Administrator Use Only (upon approval):

PRA Number: _____ Date _____

Donor Aircraft S/N: _____ Customer: _____

This form is used in conjunction with standard work procedure CPSW-2008-003 when requesting authorization to remove a part from an aircraft in the completion center. No part may be removed without this form completed and signed by the Vice President of Operations of the Completion Center and the Program Manager responsible for the delivery of the donor aircraft. **Violation of standard work procedure CPSW-2008-003 is subject to disciplinary action for those individuals involved.**

Requested Part Information:

Request Originator/Organization: JOEL KNOWLES / HSD Phone: 484-784-4753

Part Number: 76552-23800-103 Part Description: STATIC INVERTER

Recipient Aircraft S/N: 760713 Proposed Donor Aircraft S/N: 760750

Justification for Removal Request: UNABLE TO GET ORIGINAL PART REPAIRED AND RETURNED IN TIME FOR CUSTOMER DELIVERY, NEW PART IS NOT A LONG LEAD TIME.

HSI Contact History:

RSA Number: 93610 Date: 1/19/09 Person: THEODORE KUBIERAWSKI

I certify that this part removal request is submitted in accordance with standard work procedure document CPSW-2008-003 and hereby request the above part.

Signed: _____ Date: 2/4/09

Vice President of Operations
Completion Center

Customer Authorization:

Customer Name: AIR CHRISTIANE II Donor Aircraft S/N: 760750

I certify that the customer of the donor aircraft has been contacted in accordance with standard work procedure document CPSW-2008-003 and authorizes the removal of the part for the above stated purpose.

Signed: _____ Date: 2/9/09

Program Manager

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

CROWE&DUNLEVY
A PROFESSIONAL CORPORATION
Attorneys and Counselors at Law
Founded 1902

J. ROBERT KALSU
[redacted]
bob.kalsu@crowedunlevy.com

April 7, 2009

Mr. Kenneth Bates
S-76 Program Manager - Civil Programs
Sikorsky Aircraft Corporation
6900 Main Street
Mail Stop S614A
Stratford, Connecticut 06615-9129

RE: Keystone Helicopter model S-76C aircraft with manufacturer's serial number 760750 and United States nationality and registration marks N750A (the "Aircraft")

Dear Ken:

This letter confirms that we filed the following described instruments with the Federal Aviation Administration (the "FAA") on the dates and at the respective times as noted below;

(a) AC Form 8050-2 Aircraft Bill of Sale dated December 30, 2008 (the "Seller's Bill of Sale") by Keystone Helicopter Corporation to Sikorsky Aircraft Corporation (the "Seller") covering the Aircraft, was filed on December 30, 2008, at 3:40 P.M., C.S.T.;

(b) AC Form 8050-2 Aircraft Bill of Sale dated December 30, 2008 (the "FAA Bill of Sale") by Seller to Air Ghislaine, Inc. (the "Company"), covering the Aircraft, was filed on December 30, 2008, at 3:40 P.M., C.S.T; and

(c) AC Form 8050-1 Aircraft Registration Application by the Company dated December 29, 2008, covering the Aircraft, was filed February 17, 2009, at 2:08 P.M., C.S.T.

This letter also confirms that the Seller's Bill of Sale was recorded by the FAA on January 7, 2009, as Conveyance No. PH001656 and the FAA Bill of Sale was recorded on the same date as Conveyance No. PH001657. Enclosed herewith are the original recorded instruments bearing the FAA's stamp showing the recording data. Please note that registrations were not made on the International Registry as previously discussed. If you now desire that Contract of Sale registrations be made, please advise and we will be happy to assist with same.

Should you have any questions or concerns, please feel free to contact me.

Very truly yours,

J. ROBERT KALSU
For the Firm

JRK:kg
Enclosures

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

UNITED STATES OF AMERICA
U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE

FORM APPROVED
OMB NO. 2120-0042
08/31/2008

RECORDED BY
Federal Aviation Administration
Civil Aviation Registry
Date 01/07/09 Time 11:43
Conveyance Number PI400165?

FOR AND IN CONSIDERATION OF $ 1 + OVC THE UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:

UNITED STATES REGISTRATION NUMBER **N750A**

AIRCRAFT MANUFACTURER & MODEL
Sikorsky Aircraft S-76C-2

AIRCRAFT SERIAL No.
760750

DOES THIS 30th DAY OF December, 2008 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:

Do Not Write In This Block
FOR FAA USE ONLY

PURCHASER

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

Air Ghislaine, Inc.,
103 Foulk Rd., #202
Wilmington, DE,
19803

DEALER CERTIFICATE NUMBER

AND TO its successors ~~EXECUTORS, ADMINISTRATORS~~, AND ASSIGNS TO HAVE AND TO HOLD SINGULARLY THE SAID AIRCRAFT FOREVER AND WARRANTS THE TITLE THEREOF:

IN TESTIMONY WHEREOF I HAVE SET My HAND AND SEAL THIS 30th DAY OF December, 2008

SELLER

NAME(S) OF SELLER (TYPED OR PRINTED)	SIGNATURE(S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
Sikorsky Aircraft Corporation	Chris Shurkus	S-76 Program Manager

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

ORIGINAL: TO FAA:

AC Form 8050-2 (9/92) (NSN 0052-00-629-0003) Supersedes Previous Edition

B

SDNY_GM_00006223

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

UNITED STATES OF AMERICA
U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

FORM APPROVED
OMB NO. 2120-0042
08/31/2008

AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF $ 1 and Ove THE UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:

RECORDED BY Federal Aviation Administration Civil Aviation Registry
Date 01/07/09 Time 11:36
Conveyance No. P1001656
Do Not Write in This Block
FOR FAA USE ONLY

UNITED STATES REGISTRATION NUMBER **N750A**

AIRCRAFT MANUFACTURER & MODEL
Keystone Helicopter Corporation S-76C

AIRCRAFT SERIAL No.
760750

DOES THIS 30th DAY OF Dec., 2008, HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:

PURCHASER

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

Sikorsky Aircraft Corporation
6900 Main Street
Stratford, CT 06614

DEALER CERTIFICATE NUMBER

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

IN TESTIMONY WHEREOF I HAVE SET my HAND AND SEAL THIS 30th DAY OF Dec., 2008.

SELLER

NAME(S) OF SELLER (TYPED OR PRINTED)	SIGNATURE(S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
Keystone Helicopter Corporation	David A. Ford	President
	David A. Ford	

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

ORIGINAL: TO FAA:

AC Form 8050-2 (9/92) (NSN 0052-00-629-0003) Supersedes Previous Edition

A

SDNY_GM_00005224

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Delete	Description	Total Price	
		$ (317,697)	
30061	Cabin ICS		
30093	Cabin Call System		
32024	Satellite Communications System, AirCell ST3100	$ (72,560)	
35053	FMS – Universal UNS-1F w/Go Around Switch wired to the Collective	$ (143,160)	
63013	Aft Facing Bench - 3/4 Place		
63085	Cabin Coat Hooks, Two	$ (1,150)	
80090	Vertical Pylon Access Panels, CSN 76-207		
83055	Remove LH Accessory Drive - CSN 76-205		
85036	Anti-Collision Light, Red – Bottom	$ (11,610)	
85051	Landing Light – LH Main Gear	$ (12,200)	
85061	Recognition Lights – Forward Facing	$ (16,560)	
85063	Logo Lights	$ (11,400)	
85071	Pulselight System	$ (22,930)	
85072	Pulse Landing Lights	$ -	
85073	Pulse Recognition Lights	$ (36,350)	
90004	Relocate reading lights from center cabin ceiling to above outboard passenger system	$ -	
90005	Eight Bose headset jacks for use with the cabin ICS in the cabin (custom locations)	$ (25,606)	
90006	Satcom System to be installed without the cockpit intercom capability (ref. code 32024)		
90009	Audio input jack in cabin for Ipod type device. Entertainment audio to be heard in all cabin Bose headsets. No other controls, volume controlled via IPod device	$ (2,890)	
90012	Boarding Steps to Be Surfaced With Coarse Non-Skid		
90013	Fwd facing bench seat, 3-4 passenger, W/wide single fold down armrest for right hand passenger. Armrest shall be shortened from the standard length and provide storage inside under lid for IPOD/Cell phone jacks (reference 90021 & 90009) and holders for customer furnished IPOD/Cell phone.	$ (53,053)	
90015	Sheep skin throw carpet for cabin floor.	$ (2,170)	
90016	Headset Hangers		
90017	Customer Cabin Interior Materials Customer Furnished Materials (Leather, Carpet, Sheepskin, Panel Covering) Custom Upholstery Work		
90021	Cell phone interface into the cabin ICS system. Connection to be in the fold down armrest of the 90013 fwd facing bench seat with ability to select the cell phone connection for any occupant on the fwd facing bench seat (4) positions. Tied to Weight-on-Wheels switch to disable in-flight use	$ (26,891)	
ADD:			
35055	FMS, Universal UNS-1Fw (WAAS FMS) with LPV Monitor		
80092	Enhanced Door Pins, Cockpit	$ 3,130	
85037	Anti-Collision LED Light, Red, Top	$ 5,140	
85039	Anti-Collision LED Light, Red, Bottom	$ 5,140	
85040	LED Position Lights	$ 8,900	
90022	Customize ceiling reading lights. Relocate one reading light from each group to the outboard area of the ceiling, to be centered on outboard passenger seats.		Need Quote
90024	Relocate the reading light switches to the overhead area, adjacent to the reading lights. Relocate the dome light switches on the same panel as the relocated outboard lights, in the outboard position.		Need Quote
90025	ICG satellite phone system with NxtMail WiFi Server to support Blackberry email. Includes cabin handset and cockpit dialer. (Note: there is significant technical and certification risk with the WiFi portion of this installation. If WiFi function has to be abandoned, only the satellite phone portion will be installed)		Need Quote
90029	LED Landing Lights, left and right, with pulse capability		Need Quote
90030	LED Recognition Lights, with pulse capability		Need Quote
90031	Garmin GDL-69A XM weather receiver with XM radio receive capability. XM radio audio output will be connected to cabin headsets only (Ref. Option 90039).	$ 15,278	
90032	Four 110 Volt AC outlets in cabin, powered by 1000 VA converter hooked to AC generator. Outlets to include flip covers.		Need Quote
90033	Four 12 Volt DC automotive-type jacks in cabin, with covers		Need Quote
90034	Modify cabin interior door handle lighting per customer preference. Remove the standard strip of LED lights and replace with single, concealed light source to provide a uniform illumination of the handle area		Need Quote
90036	Cabin ICS system with 8 Bose headset jacks, with Call function. Headsets not connectable to satellite phone.		Need Quote
90037	Connection of audio from the #1 VHF radio (COM 1) to the cabin ICS circuit, with on/off switch in cockpit		Need Quote
90039	Cabin Entertainment System with: - 3 Audio sources: iPod dock, auxiliary stereo audio input, and XM Radio from Garmin GDL-69A (with remote control) - Switch panels (qty 4) with Source Select and Call button - Audio plays over headsets only, not speakers		Need Quote
90040	Redesign Forward cabin Bulkhead to extend lower the bottom of the standard narrow windows		Need Quote
90041	New Custom cabin upholstery style		Need Quote
90042	Custom Cabin Interior Materials (Leather, Carpet, Panel Covering) The customer will specify, in a timely manner, the custom leather and carpet of their choice. The Completion Center will furnish all the interior materials and finishes for the aircraft. The Completion Center will furnish SAC and the customer, samples for color approval. The customer-selected leather will be used to upholster the cabin seat upholstery, interior headliners, sidewall panels, aft and forward bulkheads and other incidental trim. In some areas, some exposed stitching seams will be evident.		Need Quote
90043	Custom Ferrari color exterior metallic paint		Need Quote
90044	Custom Cabin Headset Hooks (Quantity 8)		Need Quote
90045	Shoe-cleaning Mat on Boarding Steps LH/RH		Need Quote
90046	HEEDS Bottle Mounts on Cockpit Side Posts (similar to a/c 698 & 700)		
90047	Umbrella Holders on Inside of Baggage Compartment Doors (similar to a/c 698)		
90048	Custom Aft-Facing Bench Seat, Three to Four Place, with Shortened Single Center Fold-Down Padded Arm Rest		
90049	Custom Forward-Facing Bench Seat, Three to Four Place, with Shortened Single Center Fold-Down Padded Arm Rest		
90050	LED Logo Lights		

Notes for Keystone

- Rockwell-Collins READ light switch, p/n 2501-1-009, Qty 4
- Rockwell-Collins READ/CABIN light switch panels, p/n 2501-x-xxx, Qty 2
- Rockwell-Collins CABIN/READ light switch panels, p/n 2501-x-xxx, Qty 2
- these READ/CABIN and CABIN/READ light switch panels are two new switch panels that are mirror images of each other. Each has one READ light on/off switch and one CABIN light up/down switch
- NRE to Rockwell-Collins for development of two new switch panels: READ/CABIN and CABIN/READ

See parts quote from ICG. Also, add cost for a satellite antenna. Will require Keystone STC. System consists of: ICS-200 dual-channel Iridium satcom system, NxtMail Server, Sigma7 Handset, Cockpit dialer, antenna. Handset will be located in aft *left* window reveal.

simple system with annunciator/switch labeled "CABIN ATC ON/OFF", or similar

-XM radio is a function of the GDL-69A, option 90031. This is just connecting that output to the cabin headsets, and includes TWO Garmin GRC-10 remote controls enabling the passengers to control the XM.
-Dock is surface mounted on aft right side wall
-Two new switch panel designs are required from Rockwell-Collins:
- Aux stereo input (qty 1 required): single 3.5mm stereo input jack labeled "AUX IN"
- Headset switch panel with two buttons: "SOURCE" and "CALL", with overall label "HEADSET"

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Add/Delete List to be Quoted by Keystone
for S-76 A/C 750 Air Ghislaine
January 27, 2009

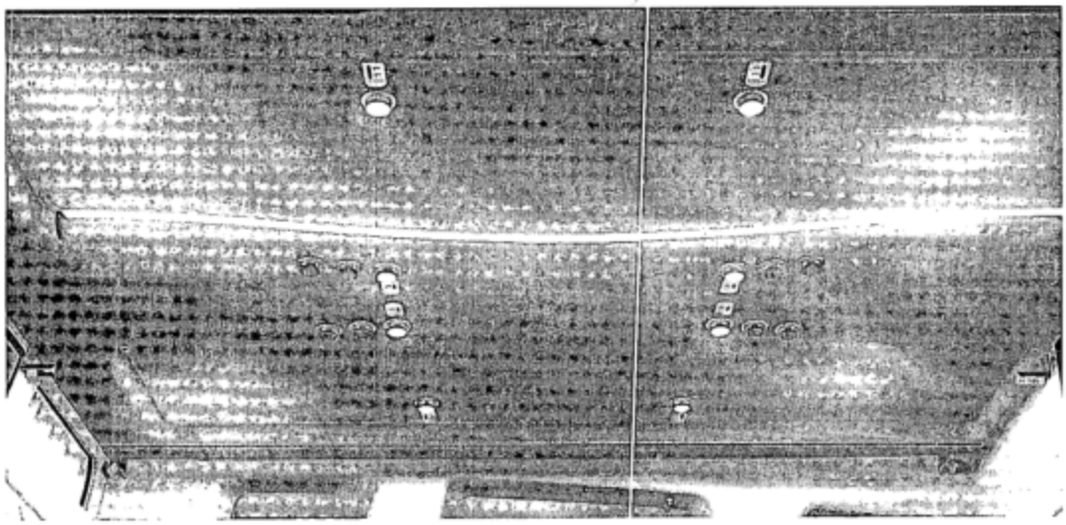
Delete:

32024 Satellite Communications System, AirCell ST3100
35053 FMS – Universal UNS-1F w/Go Around Switch wired to the Collective
63085 Cabin Coat Hooks, Two
85036 Anti-Collision Light, Red – Bottom
85051 Landing Light – LH Main Gear
85061 Recognition Lights – Forward Facing
85063 Logo Lights
85071 Pulselight System
85072 Pulse Landing Lights
85073 Pulse Recognition Lights
90004 Relocate reading lights from center cabin ceiling to above outboard passenger system
90005 Eight Bose headset jacks for use with the cabin ICS in the cabin (custom locations)
90009 Audio input jack in cabin for Ipod type device. Entertainment audio to be heard in all cabin Bose headsets. No other controls, volume controlled via iPod device
90013 Fwd facing bench seat, 3-4 passenger, W/wide single fold down armrest for right hand passenger. Armrest shall be shortened from the standard length and provide storage inside under lid for IPOD/Cell phone jacks (reference 90021 & 90009) and holders for customer furnished IPOD/Cell phone.
90015 Sheep skin throw carpet for cabin floor.
90021 Cell phone Interface into the cabin ICS system. Connection to be in the fold down armrest of the 90013 fwd facing bench seat with ability to select the cell phone connection for any occupant on the fwd facing bench seat (4) positions. Tied to Weight-on-Wheels switch to disable in-flight use

Add:

41030 Entertainment Package 2: Audio & Moving Map
80092 Enhanced Door Pins, Cockpit
85037 Anti-Collision LED Light, Red, Top
85039 Anti-Collision LED Light, Red, Bottom
85040 LED Position Lights
90022 Customize ceiling reading lights and air vents arrangement.
See rendering below. Swap location of reading lights and gaspers in each lights/gaspers group in the ceiling. Also relocate one reading light from each group to the outboard area of the ceiling, to be centered on outboard passenger seats

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17



90023 Forward-Facing Bench Seat, 3-4 passengers with single, standard-width fold-down arm rest. Provide the same aft RH seat width as per aircraft 760667.

90024 Relocate the reading light switches to the overhead area, adjacent to the reading lights. Relocate the dome light switches on the same panel as the relocated outboard lights, in the outboard position.

(Refer to rendering above)

- Rockwell-Collins READ light switch, p/n 2501-1-009, Qty 4
- Rockwell-Collins READ/CABIN light switch panels, p/n 2501-x-xxx, Qty 2
- Rockwell-Collins CABIN/READ light switch panels, p/n 2501-x-xxx, Qty 2
  - these READ/CABIN and CABIN/READ light switch panels are two new switch panels that are mirror images of each other. Each has one READ light on/off switch and one CABIN light up/down switch
- NRE to Rockwell-Collins for development of two new switch panels: READ/CABIN and CABIN/READ

90025 ICG Satellite phone system with support of Blackberry email

See parts quote from ICG. Also, add cost for a satellite antenna.
Will require Keystone STC
System consists of: ICS-200 dual-channel Iridium sitcom system, NxtMail Server, Sigma7 Handset, Cockpit dialer, antenna. Handset will be located in aft right window reveal.

90026 Universal UNS-1Fw FMS

90027 Provisions for FMS WAAS upgrade

90028 Completion of FMS WAAS upgrade

90029 LED Landing Lights, left and right, with pulse capability

90030 LED Recognition Lights, with pulse capability

90031 Garmin GDL-69A XM weather receiver with XM radio receive capability

90032 Four 110 Volt AC outlets in cabin, powered by 1000 VA converter hooked to AC generator

90033 Four 12 Volt DC automotive-type jacks in cabin

90034 Modify cabin interior door handle lighting per customer preference

Remove the standard strip of LED lights and replace with single, concealed light source to provide a uniform illumination of the handle area

90035 Add second 15-inch LCD cabin monitor

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

760750

EXECUTIVE AIR
49 MARY BRIDGE RD
DANBURY, CT 06816
[redacted]

HOST NAME: SPS
DLR#: 1000024271A TIDM FHIL

xxxxxxxxxx0029 MULTISERVE EXP 00/00

CHARGE

PRODUCT	QTY	PRICE	AMOUNT
JET /FULL	60.00	$3.950	$237.00

TOTAL $237.00

DATE: 12/29/00 TXN#: 002931
TIME: 14:46:43 SEQ#: 000305
AUTH: 1414 ORIG#:

TAIL#: 756A

SIGN: X Todd Farwell

CUSTOMER ACKNOWLEDGES RECEIPT OF PRODUCT AND AGREES TO PERFORM THE OBLIGATIONS SET FORTH IN THE CARD ISSUER AGREEMENT.

MERCHANT COPY

SDNY_GM_00006228

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION
CERTIFICATE OF AIRCRAFT REGISTRATION

This certificate must be in the aircraft when operated.

NATIONALITY AND REGISTRATION MARKS **N** 750A

AIRCRAFT SERIAL NO.
760750

MANUFACTURER AND MANUFACTURER'S DESIGNATION OF AIRCRAFT
KEYSTONE HELICOPTER S-76C
ICAO Aircraft Address Code: 52415011

AIR GHISLAINE INC
103 FOULK RD
WILMINGTON DE 19803-3742

CORPORATION

This certificate is issued for registration purposes only and is not a certificate of title. The Federal Aviation Administration does not determine rights of ownership as between private persons.

is certified that the above described aircraft has been entered on the register of the ederal Aviation Administration, United States of America, in accordance with the Convention n International Civil Aviation dated December 7, 1944, and with Title 49, United States Code, nd regulations issued thereunder.

U.S. Department of Transportation
Federal Aviation Administration

ATE OF ISSUE
February 27, 2009

ACTING ADMINISTRATOR

AC Form 8050-3 (5/2008) Supersedes previous editions

(CUT ON DOTTED LINE)

U.S. Department of Transportation
Federal Aviation Administration

Civil Aviation Registry
P.O. Box 25504
Oklahoma City, OK 73125-0504

Official Business
Penalty for Private Use $300

AC Form 8050-3 (5/2008) Supersedes previous editions 750A

TO:
AIR GHISLAINE INC
103 FOULK RD
WILMINGTON DE 19803-3742

SDNY_GM_00003229

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261958

EFTA02727725

Shurkus, Christopher R SIK

From: Basile, Carmelo S SIK
Sent: Monday, November 10, 2008 11:47 AM
To: Schmidt-Lange, Thomas SIK
Cc: Shurkus, Christopher R SIK
Subject: Air Ghislaine Interior ADDS/DELETES

Tom,

Sorry so late on these.

DELETE:

- ~~90021~~ 90013
- 90004 Relocate reading lights.... Bou
- 90009 Audio input jack...???
- 90013 Forward-Facing Bench Seat...
- 90021 Cell phone interface....???
- 63085 Cabin Coat Hooks, Two
- ~~32024 Aircell Phone~~
- ~~90015~~

ADD:

- 9XXXX Window Shade
- 9XXXX Relocate single aft LH/RH reading lights outboard, to be centered on outboard passenger seats
- 9XXXX Forward-Facing Bench Seat, 3-4 passengers with single, standard-width fold-down arm rest. Provide the same aft RH seat width as per aircraft 760667.
- 9XXXX Relocate the reading light switches to the overhead area, adjacent to the reading lights. Relocate the dome light switches on the same panel as the relocated outboard lights, in the outboard position.
- ~~9XXXX TrueNorth Phone~~

Other considerations:

- Current aircraft (760667) decorative plating is oxidizing. Confirm the decorative plating of new aircraft will not do so. (CB)
- Confirm lower forward bench seat back will allow larger forward bulkhead window viewing area. (CB)
- Lower door decorative panels (magazine rack area) are loose and detach. Prevent this on next aircraft. (CB)
- Door lock pin trim is loose on current aircraft. Prevent this on next aircraft. (CB)
- Decorative metal trim is loose on current aircraft. Prevent this on next aircraft. (CB)
- Leather aft drink rails have scuffs from opening and closing doors. Prevent this on next aircraft. (CB)

Mr. Carmen Basile
Senior Interior Designer
Air Vehicle Design

Sikorsky Aircraft Corporation
6900 Main Street
Mail Stop S313A
Stratford, Connecticut 06615
USA
[redacted]

WARNING:
THIS DOCUMENT, OR AN EMBODIMENT OF IT IN ANY MEDIA, DISCLOSES INFORMATION WHICH IS PROPRIETARY, IS THE PROPERTY OF SIKORSKY AIRCRAFT CORPORATION, IS AN UNPUBLISHED WORK PROTECTED UNDER APPLICABLE COPYRIGHT LAWS, AND IS

SDNY_GM_00005230

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261959

EFTA02727726

DELIVERED ON THE EXPRESS CONDITION THAT IT IS NOT TO BE USED, DISCLOSED, OR REPRODUCED, IN WHOLE OR IN PART (INCLUDING REPRODUCTION AS A DERIVATIVE WORK), OR USED FOR MANUFACTURE FOR ANYONE OTHER THAN SIKORSKY AIRCRAFT CORPORATION WITHOUT ITS WRITTEN CONSENT, AND THAT NO RIGHT IS GRANTED TO DISCLOSE OR SO USE ANY INFORMATION CONTAINED THEREIN. ALL RIGHTS RESERVED. ANY ACT IN VIOLATION OF APPLICABLE LAW MAY RESULT IN CIVIL AND CRIMINAL PENALTIES.

SDNY_GM_00005330

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261960

EFTA02727727

AMENDMENT No. 2 TO
S-76 NEW HELICOPTER SALES AGREEMENT

THIS AMENDMENT, dated as of the Acceptance Date stated below, is made by and between the Sikorsky Contracting Entity ("Sikorsky") named below and the Buyer named below in respect of the S-76 New Helicopter Sales Agreement (the "Agreement") executed by the parties on or about December 17, 2007.

1. ***Definitions / Information for this Amendment***

Buyer:	Air Ghislaine, Inc.
Sikorsky Contracting Entity:	Sikorsky Aircraft Corporation
Sikorsky Contract No:	76TD6167A
Amendment No.:	2

2. ***Preamble to the Amendment*** – The parties desire to amend the Agreement for the following purposes:

   i. To change the Scheduled Presentation Date for the Baseline Helicopter and the Completion Services; and
   ii. To change the Scheduled Presentation Date Completion Services and Delivery Date Completion Services.

3. ***Amendment*** - Sikorsky and Buyer, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, do hereby agree as follows:

   A. Amend Article I of the Agreement as follows:

   1.B *Scheduled Presentation Date Baseline Helicopter*
   Delete: June 2009, or earlier as may be practical at Sikorsky's option
   Add: December 2008, or earlier as may be practical at Sikorsky's option

   1.C. *Scheduled Presentation Date Completion Services*
   Delete: November 2009, or earlier as may be practical at Sikorsky's option
   Add: September 2009, or earlier as may be practical at Sikorsky's option

   1.D. *Scheduled Delivery Date Completion Services*
   Delete: November 2009, or earlier as may be practical at Sikorsky's option
   Add: September 2009, or earlier as may be practical at Sikorsky's option

CWA			
DATE	11/3/08	PROGRAM	S76
PROPOSAL NO.		76TD6167A	
AUTHENTICATOR		E. Stefan	

SDNY_GM_00005232

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261961

EFTA02727728

AMENDMENT No. 2 TO
S-76 NEW HELICOPTER SALES AGREEMENT

4. ***Reaffirmation:*** Except as modified above, all of the provisions of the Agreement remain the same, and the Agreement, as modified hereby, is reaffirmed.

IN WITNESS WHEREOF, this Amendment has been executed by each party's authorized representative.

Air Ghislaine, Inc.		**Sikorsky Aircraft Corporation**	
By:	Darren K. Indyke	**By:**	Vicki Conant
Name:	Darren K. Indyke	**Name:**	Vicki Conant
Title:	Vice President	**Title:**	Manager, CBO
Date:	10/31/08	**Acceptance Date:**	November 3, 2008

SDNY_GM_00006233

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261962

EFTA02727729

AMENDMENT No. 1 TO S-76 NEW HELICOPTER SALES AGREEMENT

THIS AMENDMENT, dated as of the Acceptance Date stated below, is made by and between the Sikorsky Contracting Entity ("Sikorsky") named below and the Buyer named below in respect of the S-76 New Helicopter Sales Agreement (the "Agreement") executed by the parties on or about December 17, 2007.

1. ***Definitions / Information for this Amendment***

Buyer: Air Ghislaine, Inc.

Sikorsky Contracting Entity: Sikorsky Aircraft Corporation

Sikorsky Contract No: 76TD6167A

Amendment No.: 1

2. ***Preamble to the Amendment*** – The parties desire to amend the Agreement for the following purposes:

   i. To change the Scheduled Presentation Date for the Baseline Helicopter and the Completion Services; and
   ii. To change the Scheduled Presentation Date Completion Services and Delivery Date Completion Services.

3. ***Amendment*** - Sikorsky and Buyer, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, do hereby agree as follows:

A. Amend Article I of the Agreement as follows:

1.B *Scheduled Presentation Date Baseline Helicopter*
Delete: December 2008, or earlier as may be practical at Sikorsky's option
Add: June 2009, or earlier as may be practical at Sikorsky's option

1.C. *Scheduled Presentation Date Completion Services*
Delete: July 2009, or earlier as may be practical at Sikorsky's option
Add: November 2009, or earlier as may be practical at Sikorsky's option

1.D. *Scheduled Delivery Date Completion Services*
Delete: July 2009, or earlier as may be practical at Sikorsky's option
Add: November 2009, or earlier as may be practical at Sikorsky's option

CWA	
DATE 10/14/08	PROGRAM S76
PROPOSAL NO.	76TD6167A
AUTHENTICATOR	E. Stefanus

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

AMENDMENT No. 1 TO
S-76 NEW HELICOPTER SALES AGREEMENT

4. ***Reaffirmation:*** Except as modified above, all of the provisions of the Agreement remain the same, and the Agreement, as modified hereby, is reaffirmed.

IN WITNESS WHEREOF, this Amendment has been executed by each party's authorized representative.

Air Ghislaine, Inc.	**Sikorsky Aircraft Corporation**
By: Darren Indyke	**By:** Vicki Conant
Name: Darren Indyke	**Name:** Vicki Conant
Title: Vice President	**Title:** Manager, CBO
Date: Oct 8, 2008	**Acceptance Date:** Oct. 14, 2008

SDNY_GM_00236

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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DATE	12/00/07	PROGRAM	S76
PROPOSAL NO.		S76TD6167A	
AUTHENTICATOR		Elvira Stefani	

S-76C++ NEW HELICOPTER SALES AGREEMENT

THIS S-76C++ NEW HELICOPTER SALES AGREEMENT, dated as of the Acceptance Date stated below, is made by and between the Sikorsky Contracting Entity ("Sikorsky") named below and the Buyer named below.

I. *DEFINITIONS / INFORMATION FOR THIS AGREEMENT*

Buyer:	Air Ghislaine, Inc.
Sikorsky Contracting Entity:	Sikorsky Aircraft Corporation
Sikorsky Contract No:	S76TD6167A
A. Deluxe Executive Helicopter Quantity:	One
B. Scheduled Presentation Date Baseline Helicopter:	December 2008, or earlier as may be practical at seller's option
C. Scheduled Presentation Date Completion Services:	July 2009, or earlier as may be practical at seller's option
D. Scheduled Delivery Date Completion Services:	July 2009, or earlier as may be practical at seller's option
E. Baseline Helicopter Unit Price:	US$ 8,600,000
F. Completion Services Unit Price:	US$ 3,050,000
G. Deluxe Executive Helicopter Unit Price:	US$ 11,650,000
H. Total Contract Price:	US$ 11,650,000
I. Payments:	
2. Advance Payment	US$ 2,330,000 (20% of Total Contract)
3. Baseline Helicopter Final Payment:	US$6,880,000 (80% of the Baseline Helicopter Unit Price)
4. Completion Services Interim Payment::	US$1,220,000 (40% of the Helicopter Completion Services Unit Price)
5. Completion Services Final Payment:	US$1,220,000 (40% of the Helicopter Completion Services Unit Price)

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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EFTA02727732

S-76C++ NEW HELICOPTER SALES AGREEMENT

Buyer's Contact for Technical Issues:	Mr. Larry Visoski Jet Aviation 3800 Southern Boulevard Suite 204. West Palm Beach, Fl. 33406
Buyer's Address for Invoices and Legal Notices:	Darren K. Indyke The Villard House 457 Madison Avenue New York New York 10022 [redacted]
Designated Completion Center	Keystone Helicopter Corporation

II. *DESCRIPTION OF SALE*

1. ***Sale*** - Sikorsky shall sell and deliver to the Buyer, and the Buyer shall purchase from Sikorsky, the Quantity of one new Sikorsky Model S-76C Helicopters with new Turbomeca 2S2 engines (known as the S-76C++) and equipped with the items of additional equipment specified in Exhibit A, Part 1 (the "Helicopter"). In addition, Sikorsky shall sell and perform the Completion Services for Buyer and Buyer shall purchase the Completion Services on the Helicopter, which will then be equipped with the items of additional equipment specified in Exhibit A, Part 2, (the Deluxe Executive Helicopter"). Notwithstanding anything to the contrary contained herein, during the performance of the Completion Services, the configuration items specified in Annex 1 to Exhibit A shall be removed from the Helicopter and retained as property of Sikorsky. These configuration items shall be either deleted or replaced by the customized options chosen by Buyer in Exhibit A, Part 2 as part of the Completion Services.

2. ***Presentation of Helicopter for Acceptance*** - The Helicopter shall be presented for acceptance at the Sikorsky designated facility in Connecticut (the "Designated Facility") on the Scheduled Presentation Dates. Upon Buyer's request for a demonstration flight of the Helicopter, Sikorsky shall conduct a demonstration flight at the Designated Facility during such presentation, which flight shall be approximately one (1) hour in duration or longer as may reasonably be necessary. Buyer's obligation to purchase the Helicopter is conditioned upon and subject to Buyer being satisfied that the Helicopter is in airworthy condition with all flight critical systems functional and in proper working order, and has been manufactured in accordance with the specifications of this Agreement and that the Helicopter has no damage, corrosion or other defects.

3. ***Acceptance and Title Transfer*** - After presentation of the Helicopter, Buyer shall evidence its acceptance of the Helicopter by executing a Certificate of Helicopter Acceptance. Upon Buyer's execution of the Certificate of Helicopter Acceptance, and payment of the Baseline Helicopter Final Payment pursuant to Section III.1.b., Sikorsky shall transfer title to Buyer at the Designated Facility. Following title transfer, Sikorsky shall provide to Buyer a FAA Certificate of Airworthiness, a Bill of Sale and a Warranty

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Bill of Sale (Exhibit C). Sikorsky shall retain custody of the Helicopter for the purpose of the performance of the Completion Services. As part of the Completion Services, Sikorsky will transport the Helicopter, at Sikorsky's expense, from Connecticut, to Sikorsky's designated completion center (the "Completion Center") via ferry flight. Upon its arrival at the Completion Center, the Helicopter shall be inducted into the facility in order to allow the performance of the Completion Services.

4. ***No Prospective Registration of Interest*** - Prior to the transfer of title as provided in this Agreement, Buyer, without the prior written consent of Sikorsky, shall neither register nor consent to the ability of any person to register any interest in the Helicopter or its engines on the International Registry, including without limitation, any prospective international interest, pursuant to that body of law known as the Cape Town Treaty Convention on International Interests in Mobile Equipment and the Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment (hereinafter the "Cape Town Treaty"). Any consent by Sikorsky to registration of any interest in the Helicopter or its engines shall be subject to, among other things at Sikorsky's sole discretion, receipt by Sikorsky of all payments due under this Agreement at the time of title transfer of the Helicopter to Buyer. Registration of any interest under the Cape Town Treaty in violation of this paragraph shall be deemed ineffective as against Sikorsky and Buyer shall immediately upon request of Sikorsky and at Buyer's expense, take all required action to remove any such interest or other encumbrance on the Helicopter in connection therewith.

5. ***Risk of Loss*** – Sikorsky shall have risk of loss of the Helicopter, subsequent to the transfer of title through Buyer's acceptance of the Completion Services. In the event that the Helicopter is damaged or the functionality is in any way compromised during the conduct of the Completion Services, Sikorsky shall be required, as a part of the Completion Services, to repair such damage or restore such functionality to as good condition as new. Buyer agrees that any insurance proceeds for such repair shall be paid directly to Sikorsky. In the event the Helicopter is lost or destroyed or damaged beyond economic repair at any time prior to Buyer's acceptance, Buyer shall have the right to either (i) purchase the next available S-76 C++ Helicopter in Sikorsky's production sequence (the "Replacement Helicopter") on the same terms and conditions as set forth in this Agreement, (however Sikorsky reserves the right to make changes in the Exhibit A configuration and Helicopter Unit Price of the Replacement Helicopter required due to obsolescence, FAA requirements, or as a result of changes in the manufacture of the Helicopter), or (ii) terminate this Agreement. Buyer shall notify Sikorsky of its decision within fifteen (15) days of receipt by Buyer of written notice from Sikorsky of the loss or destruction of or damage beyond economic repair to the Helicopter, which notice shall include the projected delivery date of the Replacement Helicopter.

5. ***Presentation of Completion Services for Acceptance*** – Upon the completion of the Completion Services, the Deluxe Executive Helicopter shall be presented for technical acceptance of the work performed at the Completion Center on the Scheduled

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Presentation Date Completion Services. Upon Buyer's request for an inspection and demonstration flight of the Deluxe Executive Helicopter, Sikorsky shall conduct a demonstration flight of the Deluxe Executive Helicopter, at the Completion Center during such inspection and presentation, which flight shall be approximately one (1) hour in duration or longer as may reasonably be necessary. Buyer's obligation to accept the Deluxe Executive Helicopter is conditioned upon and subject to Buyer being satisfied that the Completion Services have been satisfactorily completed and that the Helicopter as previously accepted by Buyer, is in airworthy condition with all systems functional and in proper working order and with no damage incurred.

6. ***Acceptance of Completion Services*** – After the completion of the inspection, the Deluxe Executive Helicopter shall be presented to Buyer for final acceptance of the Completion Services at the Designated Facility. Buyer shall evidence its acceptance of the Completion Services by executing a Certificate of Acceptance of the Completion Services (Exhibit C). Thereafter, upon the receipt of the Completion Services Final Payment pursuant to Article III. 1.d. below, Sikorsky shall provide to Buyer a FAA return to service certification and the Deluxe Executive Helicopter shall then be at Buyer's risk.

7. ***Charter Time*** –As an added benefit of an S-76C++ Deluxe Executive Helicopter acquisition, Sikorsky shall provide to Buyer twenty (20) hours of S-76 charter time in the metropolitan New York area through Sikorsky's subsidiary, Associated Aircraft Group ("AAG"). The benefit of these services may be used by Buyer upon reasonable request, subject to AAG's standard terms and conditions of service, and will remain on account with AAG for two years after execution of this Agreement.

III. ***PRICE/PAYMENT SCHEDULE***

1. ***Price/Payment Schedule*** - The Buyer shall pay to Sikorsky the Advance Payment and the progress payments set forth below by wire transfer to Sikorsky, Account No. 57-56685; Routing No. 021000021; SWIFT Code: CHASUS33 at JP Morgan Chase, New York, NY 10004.

   a. *Advance Payment* – in the amount of Two Million Three Hundred Thirty Thousand USD (US$2,330,000) being due on the date Buyer signs this Agreement, receipt of which is hereby acknowledged by Sikorsky. This Agreement shall not become effective until such payment is received by Sikorsky.

   b. *Baseline Helicopter Final Payment* – in the amount Six Million Eight Hundred Eighty Thousand USD (US$6,880,000) per Helicopter is due on the date of Buyer's acceptance of the Helicopter at the Designated Facility. If Buyer does not make itself available for presentation and acceptance of the Helicopter, the Baseline Helicopter Final Payment shall be due within ten (10) days following receipt by Buyer of written notification that the Helicopter is ready for presentation and acceptance. If Buyer's failure to make itself available is

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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attributable to causes that would be an Excusable Delay as defined in ArticleVI.1, then, without impairing any of Sikorsky's rights under Article VI.2, Buyer shall be afforded such time as may be reasonably required to remove such causes. If Buyer's failure to make itself available is attributable to a material breach on the part of Sikorsky, Sikorsky shall be afforded such time as may be reasonably required to cure such breach.

c. *Completion Services Interim Payment* – in the amount of One Million Two Hundred Twenty Thousand USD (US$1,220,000) per Helicopter is due on the date of Buyer's acceptance of the Helicopter.

d. *Completion Services Final Payment* – in the amount of One Million Two Hundred Twenty Thousand USD (US$1,220,000) per Helicopter is due on the date of Buyer's acceptance of the Completion Services. If Buyer does not make itself available for presentation and acceptance of the Helicopter, the Baseline Helicopter Final Payment shall be due within ten (10) days following receipt by Buyer of written notification that the Helicopter is ready for presentation and acceptance. If Buyer's failure to make itself available is attributable to causes that would be an Excusable Delay as defined in ArticleVI.1, then, without impairing any of Sikorsky's rights under Article VI.2, Buyer shall be afforded such time as may be reasonably required to remove such causes. If Buyer's failure to make itself available is attributable to a material breach on the part of Sikorsky, Sikorsky shall be afforded such time as may be reasonably required to cure such breach.

IV. ***CONFIGURATION FINALIZATION***

1. ***Finalization Dates*** - The parties acknowledge that the Helicopter/Deluxe Executive Helicopter configuration set forth in Exhibit A is not yet finalized and therefore agree to finalize the following portions of the configuration by not later than one hundred fifty (150) days from the Acceptance Date of this Agreement:

Aircraft System Specification
Interior General Arrangement
Audio Proposal
Interior Rendering Board
Aircraft Registration Number
Exterior Paint Rendering
Paint Scheme
Other

2. ***Amendment*** - For this purpose, the Buyer's Contact for Technical Issues shall have complete authority on behalf of the Buyer to discuss configuration issues and amend this Agreement accordingly, with associated technical, price and/or delivery changes. If the above dates are not met, Sikorsky may delay the Scheduled Presentation Date(s) and/or

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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increase the Total Contract Price due to Sikorsky's additional costs associated with such delay and/or terminate this Agreement.

3. ***Suitability of Configuration*** - The Buyer is responsible for having ensured that the helicopter configuration, defined herein, meets all the operational requirements of the country of destination/registration as they relate to the specific intended usage of the Deluxe Executive Helicopter. If requested, Sikorsky shall make a good faith attempt to assist in the determination of this configuration. If required for import/registration requirements in the foreign country, Sikorsky shall endeavor to obtain that country's design approval of the configuration items not already approved. In the event that Sikorsky cannot achieve approval after reasonable effort, both parties shall be released from any further obligations of this Agreement.

V. ***WARRANTIES*** – Sikorsky's warranties and Buyer's remedies are set forth in Exhibit B Deluxe Executive Helicopter Warranty.

1. ***Engine Warranty*** – The engine manufacturer warranties and Buyer's remedies are set forth in Exhibit C. As a matter accommodation to Buyer Sikorsky shall obtain from the engine manufacturer, Turbomeca, a warranty extension of one year beyond the standard two years, for a total duration of three years or 1,000 flight hours as defined in paragraph 1.1 of Exhibit C, Turbomeca Arriel 2S2 Turboshaft Engine, that is attached hereto for reference. For the avoidance of doubt, the engine remains warranted by the engine manufacturer and all other terms and conditions of the engine manufacturer warranty shall remain unchanged.

VI. ***STANDARD TERMS AND CONDITIONS***

1. ***Excusable Delays*** - Buyer acknowledges that the goods called for hereunder are to be manufactured for Buyer to fulfill this Agreement and that the delivery dates are based on the assumption that there will be no delay due to causes beyond the reasonable control of Sikorsky. Sikorsky shall not be charged with any liability for delay or non-delivery when due to delays of suppliers, acts of God or the public enemy, compliance in good faith with any applicable foreign or domestic governmental regulation or order whether or not it proves to be invalid, fires, riots, labor disputes, unusually severe weather, or any other cause beyond the reasonable control of Sikorsky. To the extent that such causes actually retard deliveries on the part of Sikorsky, the time for Sikorsky's performance shall be extended for as many days beyond the delivery date as are reasonably required to obtain removal of such causes. This provision shall not, however, relieve Sikorsky from using reasonable efforts to avoid or remove such causes and continue performance with reasonable dispatch whenever such causes are removed.

2. ***Inability Or Refusal To Pay*** - If Buyer is unable or refuses to make payment to Sikorsky in accordance with any of its obligations to Sikorsky, Sikorsky may, at its option, terminate this Agreement by giving to Buyer written notice of its intention to terminate. Upon such termination, Sikorsky shall be relieved of any further obligations to Buyer and

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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Buyer shall reimburse Sikorsky for its reasonable termination costs and expenses for labor and material and a reasonable allowance for profit. All sums paid to Sikorsky from whatever sources may be retained by Sikorsky and applied toward any amount owed to Sikorsky. In addition, Sikorsky shall have the right to reduce and set-off against any amounts payable by Sikorsky to Buyer or against Buyer's property in Sikorsky's possession any indebtedness or other claim which Sikorsky may have against Buyer. The excess, if any, of such sums over the total termination amount shall be returned to the Buyer by Sikorsky.

3. ***Taxes*** - In addition to the Total Contract Price, the Buyer shall be responsible for payment of any and all taxes, tariffs, customs or duties (including but not limited to any sales and use tax, gross receipts tax, license, or fee, but not including Sikorsky's income taxes) ("Taxes"), which may be imposed by any taxing authority arising from this Agreement. If Sikorsky is held responsible by any taxing authority for collection or payment, either on its own behalf or that of the Buyer, Buyer shall pay all such Taxes to Sikorsky upon receipt by Buyer from Sikorsky of its bill therefor. If any of the items covered under this Agreement are exempt or excluded from taxation, Buyer shall provide pertinent exemption and related certificates to Sikorsky at least thirty (30) days prior to the Scheduled Presentation Date of the Helicopter and/or Completion Services. Buyer's obligations under this Paragraph 3 shall survive delivery hereunder.

4. ***Limitation Of Liability*** - With respect to any Helicopter/Deluxe Executive Helicopter, part or service purchased under this Agreement and alleged to be the direct or indirect cause of any loss or damage to the Buyer, the sum equal to the invoiced price of such Helicopter/Deluxe Executive Helicopter, part or service shall be the ceiling limit on Sikorsky's or any of its affiliate's liability whether founded in contract or tort (including negligence, strict tort liability or breach of warranty), arising out of or resulting from (i) this Agreement or the performance or breach thereof, or (ii) the design, manufacture, delivery, sale, repair, replacement, or any use of such Helicopter/Deluxe Executive Helicopter, or (iii) the furnishing of any such service. In no event shall Sikorsky or any of its affiliates have any liability for any incidental or consequential damages.

5. ***Assignment/Construction/Merger*** - This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto, but it may not be voluntarily assigned, wholly or in part, by either party hereto without the prior written consent of the other party; provided however that either party shall have the right to assign this Agreement to its controlled subsidiary or affiliate who shall remain primarily liable for the obligations of the assigning party. This Agreement shall be interpreted in accordance with the plain English meaning of its terms, and the construction thereof shall be governed by the laws of the State of New York, United States of America. The parties further agree to submit to the jurisdiction of both the state and federal courts of New York. The terms and conditions contained in this Agreement constitute the entire agreement between the parties hereto and shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, and no agreement or understanding varying or

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

extending the same will be binding upon either party hereto unless in writing, signed by a duly authorized officer or representative thereof.

6. ***Notices*** - All notices or communications of any kind under and with respect to this Agreement shall be in the English language. All legal notices shall be given by hand delivery, registered mail or facsimile transmission and, if to the Buyer, shall be addressed as indicated in Article 1; and if to Sikorsky, shall be addressed to Sikorsky Aircraft Corporation, 6900 Main Street, P. O. Box 9729, Stratford, Connecticut 06615-9129, U.S.A., Attention: Vice President - General Counsel (203) 386-6646. The effective date of each such notice shall be the date it is received.

7. ***Non Disclosure***-With exception for the existence of this Agreement, the parties hereby agree that neither party shall disclose to any third party the contents of this Agreement without the prior written approval of the other party other than each party's officers, directors, employees, agents or professional advisors with a need to know the same, except as may be required in the performance of this Agreement.

VII. ***HELICOPTER RELATED PROVISIONS***

1. ***Type Design and Production Approval*** - The S-76 helicopter and all of its variants has been granted Type Certification by the U.S. Federal Aviation Administration ("FAA") under Federal Aviation Regulation ("FAR") Title 14 CFR Part 21. The certification basis of the S-76 as defined by Type Certificate H1NE, is FAR Title 14 CFR Part 29, "Airworthiness Standards: Transport Category Rotorcraft". Manufacture of the S-76C++ helicopter is approved under Sikorsky's Production Certificate PC-105 granted in accordance with FAR Title 14 CFR Part 21. Sikorsky as Type Certificate Holder, in the course and conduct of its business may at its sole discretion, seek FAA approval for the manufacture of the Helicopter under Sikorsky's Type Certificate at any facility approved for such manufacture by FAA.

2. ***Publications*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall furnish or offer to the Buyer certain publications under this paragraph for use by the Buyer and its contractors in operating and supporting the Deluxe Executive Helicopter. Sikorsky shall provide the Buyer with two paper copies of the Pilot's Flight Operating Manual and one copy each of the Sikorsky Maintenance Manual, Illustrated Parts Catalog, Wiring Manual, Engine Operating and Maintenance Manual and Engine Illustrated Parts Breakdown, and all revisions to each Sikorsky manual for three (3) years after delivery of each Deluxe Executive Helicopter at no additional cost to the Buyer. In addition, the Buyer may elect to receive S-76 Interactive Electronic Technical Manuals (IETMs) contained on one (1) CD-ROM computer disk and/or via Internet access from a Sikorsky-provided web site for accessing the information contained in the S-76 Maintenance Manual, Illustrated Parts Catalog and Airworthiness Limitations and Inspection Requirements Manuals (Chapters 4 and 5). The IETMs shall be subject to Sikorsky's standard IETM software license agreement terms. The Buyer also shall receive all revisions to the Sikorsky IETMs for three (3) years after delivery of the Deluxe

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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Executive Helicopter at no additional cost to the Buyer. In addition, Sikorsky shall provide one copy of the operational and maintenance manuals of options, system schematics for the Deluxe Executive Helicopter normally available from Sikorsky and aviation subcontractors.

3. ***Special Flight Tests*** - Flight test work required for prototyping of any components or system detailed in ParagraphVII.5 below, functional checkout, or qualification of any additional equipment contracted may be performed by Sikorsky on the Helicopter and the Deluxe Executive Helicopter prior to title transfer thereto or final delivery thereof, respectively, to the Buyer. The delivery of the Helicopter or the Deluxe Executive Helicopter may be delayed to the extent necessary to accomplish the flight test work objectives without any liability on the part of Sikorsky for any such delay. In the event the Helicopter or Deluxe Executive Helicopter is destroyed during the period of such flight tests, such destruction arising from any cause whatsoever, Sikorsky shall be under no obligation to furnish a substitute Helicopter or Deluxe Executive Helicopter but shall rather be relieved of all obligations with respect to the delivery of such Helicopter or Deluxe Executive Helicopter so destroyed, except that Sikorsky or the insurance company shall promptly refund to Buyer all amounts theretofore paid by Buyer with respect to the purchase price thereof.

4. ***Buyer's Changes to Configuration and Additional Equipment*** - In the event that Buyer desires to change the Helicopter/Deluxe Executive Helicopter configuration and/or obtain additional equipment for the Helicopter/Deluxe Executive Helicopter, the parties must agree to a mutually acceptable amendment to this Agreement reflecting such technical changes and setting forth any changes in the price and/or delivery schedule. For this purpose, the Buyer hereby appoints the Buyer's Contact for Technical Issues as set forth in Article I, which person has authority to negotiate any such changes with Sikorsky and execute a legally binding Amendment reflecting such technical, price and/or delivery changes.

5. ***Unqualified Equipment*** – [*If applicable*] The following Buyer-specific equipment has not yet been approved for installation on the Deluxe Executive Helicopter by the appropriate regulatory authority:

Nomenclature	System	Supplier
None		

In order to support the Scheduled Presentation Date Completion Services, the equipment supplier must provide substantiating data and/or analysis to Sikorsky in a timely manner to accomplish the qualification approval. If the supplier is not capable or willing to provide this substantiation in a timely manner to support delivery of the Deluxe Executive Helicopter, the Deluxe Executive Helicopter will be delivered with space and power provisions, as applicable, with the equipment furnished on delivery as loose

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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equipment. The Buyer will be offered the alternative of having Sikorsky perform necessary tests, without guaranty of results, for an additional price.

6. ***Helotrac™*** - With each Helicopter sold and delivered hereunder, Sikorsky shall make available to Buyer a one year subscription to this service.

VIII. *TRAINING PROVISIONS*

1. ***Initial Pilot Training Services*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall make available to three (3) Buyer pilots an S-76 initial pilot training course approximately ten (10) days in duration, consisting of a Visual Flight Rules ("VFR") transition segment and, as required, an Instrument Flight Rules ("IFR") transition segment. Each of the segments is programmed to provide emphasis on helicopter familiarization, classroom instruction on systems operation and instruction in both the S-76 Simulator and the S-76 Cockpit Trainer. In addition, each Buyer pilot will receive two and one half (2.5) hours of flight with an instructor pilot. Each Buyer pilot must have a current U.S. commercial helicopter certificate or equivalent, and for the IFR segment, each Buyer pilot must have a current commercial certificate helicopter instrument rating, or equivalent. All flight training shall be conducted on the Deluxe Executive Helicopter to be delivered hereunder, following acceptance by the Buyer and transfer of title to the Buyer.

2. ***Initial Maintenance or Electrical Training Services*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall make available to three (3) Buyer mechanics an initial S-76 maintenance training course approximately fifteen (15) days in duration or, at Buyer's option, an S-76 electrical training course approximately ten (10) days in duration. Either course includes inspection and maintenance troubleshooting and use of a maintenance trainer. Each mechanic must have background experience in one or more of the following categories: certified (by the FAA or by an equivalent airworthiness authority) airframe mechanic with one (1) year practical experience as a rated aircraft mechanic; one (1) year experience as an active mechanic on a commercial or military helicopter; or three (3) years general experience as a commercial or military aircraft mechanic.

3. ***Engine Training Services*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall make available to three (3) Buyer mechanics, an engine maintenance course at the engine manufacturer's facility. This course is approximately five (5) days in duration.

4. ***Scheduling*** - Within thirty days of Buyer's execution of the Agreement, the Buyer shall provide Sikorsky written notice as to whether the Buyer's personnel or designees are going to attend the S-76 pilot training and/or maintenance/electrical training courses.

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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S-76C++ NEW HELICOPTER SALES AGREEMENT

Sikorsky will, if practical, schedule the ground school portion of the pilot training course and the maintenance/electrical training course so that completion will be accomplished immediately prior to the delivery of the Deluxe Executive Helicopter to Buyer. If the Buyer elects to have three (3) pilots attend the S-76 pilot training course, both pilots must, unless Sikorsky agrees otherwise, attend the course concurrently. Sikorsky shall notify the Buyer as to the location of the training courses. In any event the training services in Paragraphs (1), (2) and (3) above must be scheduled and completed within twelve (12) months of the Helicopter delivery to which such services are allocable, in default of which Buyer shall no longer be entitled to such services. The training services provided in accordance with Paragraphs (1), (2) and (3) above will be conducted in the English language. The Buyer is responsible for all travel and expenses associated with their personnel attending such training sessions. The Buyer shall provide all documentation, and personal information on the pilots to be trained, and cooperation for pilot training as requested by Sikorsky to assure compliance with U. S. A. laws and applicable policies and regulations in force at the time of training.

5. ***Hold Harmless and Indemnification*** - In consideration of Sikorsky making training services available to the Buyer hereunder, the Buyer, as the Deluxe Executive Helicopter owner whose employees or designees will be the recipient of such training services, shall secure and protect itself and shall indemnify Sikorsky, FlightSafety International, Inc., their affiliates and their respective directors, officers, employees, service representatives, and agents, from any liability, claim of liability, expense, cause of action, loss or damage whatsoever, whether arising in tort or otherwise, for any injury, including death, to any person or property whatsoever (including the Buyer's Deluxe Executive Helicopter(s)), arising out of or in conjunction with the performance of such training services.

6. ***Insurance Requirements*** - Toward effectuating the security, protection and indemnification of Paragraph 5 above, and in addition to Buyer's obligations under such Paragraph 5, Buyer agrees to carry as a minimum on each Deluxe Executive Helicopter purchased under this Agreement the following insurance prior to the commencement of the flight training services provided hereunder:

   a. Aircraft Public Liability, Bodily Injury and Property Damage and Passenger Legal Liability Insurance, including Contractual Liability Insurance to cover the liabilities herein assumed by Buyer, with a limit of not less than $50,000,000.00 for a single occurrence.

   b. Aircraft Hull All Risk Loss or Damage Insurance covering the Deluxe Executive Helicopter in the amount of the Deluxe Executive Helicopter Unit Price.

All of the insurance policies shall be issued by companies satisfactory to Sikorsky, shall be in form and substance reasonably satisfactory to Sikorsky, shall name Sikorsky, FlightSafety International, Inc. and their respective affiliates as additional insureds, shall contain a provision prohibiting cancellation except upon at least ten (10) days prior written notice to Sikorsky and FlightSafety International, Inc., shall contain a complete

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261975

EFTA02727742

S-76C++ NEW HELICOPTER SALES AGREEMENT

waiver of subrogation by the insurer against Sikorsky, FlightSafety International, Inc., and their respective affiliates, and shall be primary and non-contributory with respect to any insurance carried by Sikorsky and/or FlightSafety International, Inc. Buyer shall furnish to Sikorsky either certified copies of such policies or certificates evidencing such insurance and waiver. Such copies or certificates shall be presented to Sikorsky thirty (30) days prior to the scheduled commencement of the flight training.

7. ***Further Understandings*** - Sikorsky assumes no liability for any expense of the Buyer, including those of Buyer's personnel, directly or indirectly connected with the furnishing of training services provided for herein or for any expenses for the operation or maintenance of the Buyer's Deluxe Executive Helicopter(s). The parties expressly understand and agree that the responsibility of Sikorsky in the furnishing of the training services described above is limited to the furnishing of such and shall not extend to the results thereof. The parties further understand and agree that, in the event Buyer elects not to take all or any portion of the training services provided for herein, no refund or other financial adjustment of the Total Contract Price will be made.

IN WITNESS WHEREOF, this Agreement has been executed by each party's authorized representative.

Air Ghislaine, Inc.:

By: Darren K. Indyke
Name: Darren K. Indyke
Title: Vice President
Date: 12-14-07

Sikorsky Aircraft Corporation

By: Vicki Conant
Name: Vicki Conant
Title: Manager, CBO
Acceptance Date: 12/17/07

Exhibit A	Helicopter Configuration
Exhibit B	Warranty
Exhibit C	Acceptance Documents

SDNY_GM_00003346

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Air Ghislaine
DELUXE EXECUTIVE AIRCRAFT

ATTACHMENT A

HELICOPTER CONFIGURATION

The following items of standard and optional equipment as described below, which have been selected by the Buyer, shall be installed on the Helicopter to be delivered under the Agreement.

Part 1:

BASELINE AIRCRAFT

Features of the S-76C++ Aircraft Code 0102:

Dynamic System - Two Turbomeca Arriel 2S2 engines, and a four blade articulated main rotor system with dual controls.
Cockpit – An Integrated Instrument Display System (IIDS), with an easy to upgrade avionics package. There is a Bleed Air Heating Defogging system and dual windshield wipers. The Pilot and Copilot seats come with a five point Restraint system.
Cabin – A large cabin that can be configured for four different missions and a 38 cubic foot baggage compartment
Other – Retractable landing gear, and 281 gallons of usable fuel

Baseline Avionics Package Includes:

Collins Proline II: Dual Collins VHF 22A Comms and VIR 32 Navs, single ADF 462 ADF, TDR 90 Transponder, DME 42 DME with IND 42A Indicator, ALT 1000 Radio Altimeter with Expanded Scale ALI 55A Indicator.
Honeywell EFIS/DAFCS: 4-Tube Honeywell EDZ 756 EFIS with 5" x 6" Indicators Displaying Airspeed, Altitude and Vertical Speed, Dual Litef AHRS, Dual Penny and Giles Air Data Computers, Dual Honeywell Digital SPZ 7600 Automatic Flight Control System, Altitude Alert.
Electrical: 28 Volt Electrical System with two 200 Amp Starter/Generators, 10 KVA AC Generator, Dual Static Inverters, Avionics and EFIS Master Switches.
Audio: Dual dB Systems Audio control panels with ICS and VOX plus three maintenance jacks, one in the cabin and two in the baggage compartment. This also includes dual 45° pedestal mounted ICS foot switches, three David Clark Headsets, one six-foot walk-around cord and two 30-foot walk-around cords, Cabin PA/Chime System, and a Passenger Briefing System - FBS 250
Backup/Safety Systems: Enhanced Ground Proximity Warning System, Universal 120 CVR, 3" Backup Airspeed Indicator and Altimeter, ADI-335D Standby Attitude Indicator with Nav1/Nav2 Select, ELT 406-NHM w/ Satellite Frequency, Electric Door Locks – Cabin, Cabin/Cockpit and FD DCPL Chime/Annunciator
Weather Related Systems: WX Avoidance Radar - Primus 440, Windshield Washer System, Heated Glass Windshields, and Engine Inlet Barrier Filter

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261977

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S-76 NEW HELICOPTER SALES AGREEMENT
EXHIBIT A

PART 2
DELUXE EXECUTIVE COMPLETION SERVICES

ADDITIONAL AVIONICS ITEMS

07025 Delete PBS 250 Passenger Briefing System
11002 Radio Tuning Units - RTU 4200
11028 Dual - Mode S Transponders w/Diversity TDR 94D
11037 DME, 2nd - DME 42
30061 Cabin ICS
30012 Audio Jacks - Emergency *(Std/Bose)*
30020 Audio Jacks, Cockpit - Bose
30093 Cabin Call System
31021 Speakers - Door, Two
32001 Cellular Phone Base and Charger
32024 Satellite Communications System, AirCell ST 3100
34053 Nav/LRN Switch for ADI 335D
34081 Vertical Card Standby Compass
35053 FMS - Universal UNS 1F w/Go Around Switch wired to the Collective
36044 Lightning Strike Sensor - LSZ 860 w/LU 860
36065 Wx Avoidance Radar - Primus 880, *exchange for Primus 440*
36104 GMX-200 Multi Function Display, Garmin
36105 Jepp View for GMX-200 MFD)
36120 Honeywell Multi Function Radar Display (MFRD) displays Radar, Flight Plan, & Checklists
37011 TCAS I System - CAS 66A
37017 TCAS Control Panel - CP 68B
37025 TCAS I TA/VSI Display, Dual -IVA 31D

PAINTS & FINISHES

50002 VIP Interior Paint Prep & Finish
50012 VIP Exterior Paint Preparation & Finish

INTERIORS

63000 Deluxe VIP Interior Group, featuring: Silencer airframe isolated interior wall panel system, high performance airframe mounted secondary acoustic package, Ultraleather or Ultrasuede interior panel upholstery, ECS ducting, cockpit/cabin divider bulkhead with left hand and right hand sliding windows, leather seat upholstery, general cabin lighting, emergency cabin lighting, reading lights (8) and air outlets (8), cabin door threshold lighting, membrane switch panels to control cabin systems, tinted interior cabin windows, decorative plating in cabin, illuminated ordinance signs, emergency/informational signage, emergency exit signs, cabin and cockpit carpet with spare, wood veneer/leather/decorative metal details, integral magazine racks on cabin doors, storage cabinet forward of raised fuel deck, seat maintenance covers, cabin floor runners, molded baggage compartment floor liner, Stain Guard Protection, Nut Plates fittings for all Opera Windows and Removal of unused tie down fittings.
63013 Aft Facing Bench – ¾ Place
63071 Bulkhead Storage Compartment - Crew *(Aft Facing Bench)*
63085 Cabin Coat Hooks, Two
63098 Acoustic Noise Reduction - Bay Blanket Kit, Lightweight
70016 Sheepskin Seating - Crew Seats
70052 Seat Belt Extension
72063 Flight Manual Storage, LH Controls Closet

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261978

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S-76 NEW HELICOPTER SALES AGREEMENT
EXHIBIT A

INTERIORS (Continued)

76017 Cabin Door Vents, Remove
77034 Single Action Door Release

AIRCRAFT ITEMS

80001 Boarding Step, Retractable - LH
80002 Boarding Step, Retractable -RH
80082 Engine Inlet Covers Storage *(S-76C++)*
80086 Maintenance Covers - Exterior
80090 Vertical Pylon Access Panels, CSN 76-207
83001 Annunciator - "FUEL X-FEED" Off
83051 Hydraulic Quick Disconnect Relocation
83055 Remove LH Accessory Drive - CSN 76-205
83065 Pulsed Electric Engine Chip Detector System, Eaton 1K7707
84051 C4 Environmental System
85001 Annunciator - "Land LT ON"
85002 Annunciator - "Search LT ON"
85012 Gooseneck Map Lights
85036 Anti-Collision Light, Red - Bottom
85051 Landing Light - LH Main Gear
85061 Recognition Lights - Forward Facing
85063 Logo Lights
85071 Pulselight System
85072 Pulse Landing Lights
85073 Pulse Recognition Lights
86001 Approach Plate Holder, Lighted - Pilot
86002 Approach Plate Holder, Lighted - Copilot
86016 Pencil Holder
86017 Console Storage Bin-Small *(Added per amend 1)*
86026 Sun Tint - Windshield
86050 Overhead Lateral Absorber
86052 Bifilar 5P
86054 Track and Balance Accelerometers Installed in Fuel Cell Extension
86060 Rotor Pedals Lube Kit
87001 Annunciator - "Pitot Heat" On
87002 Annunciator - "W/S Heat On"
88051 Floats Completion
88061 Single Pilot IFR
90001 Cabin reading light master ON/OFF switch in the cockpit
90002 Clear Coat Exterior Paint (over metallic)
90003 Replace exterior fairing/access panel hardware with stainless steel hardware
90004 Relocate reading lights from center cabin ceiling to above outboard passenger system
90005 Eight Bose headset jacks for use with the cabin ICS in the cabin (custom locations)
90006 Satcom System to be installed without the cockpit intercom capability (ref. code 32024)
90007 GMX200 display to be installed on the right and the MFRD on the left
90009 Audio input jack in cabin for Ipod type device. Entertainment audio to be heard in all cabin Bose headsets. No other controls, volume controlled via IPod device
90010 Audio input jack in cockpit for Ipod type device. Entertainment audio to be heard in both cockpit Bose headsets only. No other controls, volume controlled via Ipod device

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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S-76 NEW HELICOPTER SALES AGREEMENT
EXHIBIT A

AIRCRAFT ITEMS (continued)

90012 Boarding steps to be surfaced with coarse non-skid
90013 Fwd facing bench seat, 3-4 passenger, W/wide single fold down armrest for right hand passenger. Armrest shall be shortened from the standard length and provide storage inside under lid for IPOD/Cell phone jacks (reference 90021 & 90009) and holders for customer furnished IPOD/Cell phone.
90015 Sheep skin throw carpet for cabin floor.
90016 Headset hangers located at ceiling level above all 8 cabin seats against forward/aft bulkheads
90017 Customer Cabin Interior Materials
Customer Furnished Materials
(Leather, Carpet, Sheepskin, Panel Covering)
Custom Upholstery Work
90019 Do not install the 63000 magazine storage in lower cabin doors *(Added per amend 1)*
90020 Custom upholstery/cushion fabrication requiring customer approval via pre-production prototype. 90021 Cell phone interface into the cabin ICS system. Connection to be in the fold down armrest of the 90013 fwd facing bench seat with ability to select the cell phone connection for any occupant on the fwd facing bench seat (4) positions. Tied to Weight-on-Wheels switch to disable in-flight use.

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261980

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S-76 NEW HELICOPTER SALES AGREEMENT
EXHIBIT A

ANNEX 1

CODE	Option Name	P/N	NOMENCLATURE	QTY
0102	Standard Aircraft	250-2 AC/3A	Exit Sign	2
		33776-52598-041	Curtain Assy	1
		33776-57574-042	Duct Assy.	1
		33776-57574-045	Ceiling Panel Assy	1
		33776-64732-104	Ballast	18
		76500-00701-041	Plate Assy	1
		33776-64732-103	Retainer	3
		Door Seals		4
07025	Delete PBS 250 Passenger Briefing System		PBS-250	1
11002	(RTU) Radio Tuning Units	622-6521-015	NAV Control Head (CTL 32)	2
		622-6520-007	COMM Control Head (CTL 92)	2
		622-6523-203	Transponder Control Head (CTL 92)	1
		622-6522-007	ADF Control Head	1
		33776-44352-045	Mounting Plates	3
11028	Dual Mode S XPNDR -TDR 94	622-1270-001	TDR-90 Transponder RT	1
		622-5211-003	TDR-90 Tray	1
		622-6590-002	CAD 62 Adapter	1
		653-9015-001	CAD 62 Adapter Tray	1
		622-6523-203	Transponder Control Head	1
34081	Vertical Card for Standby Compass	MS17983-4	Standby Compass	1
36065	Primus 880 Weather Radar	7021450-401	WU440 TRA	
36120	Honeywell Multi Function Radar Display (MFRD)	80-5214-2-2	Radar Only Display	1
84051	C4 Environmental System	SS49TA824-4D16V	Restrictor	1
		129580-2	Duct Tee	1
		129632-1	Sensor	1
		3166037-1	Tee Assy	1
		3166037-4	Tee	1
		3214102-2	Pressure Transducer	1
		33776-54210-041	Suppressor	1

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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S-76 NEW HELICOPTER SALES AGREEMENT
EXHIBIT A

CODE	Option Name	P/N	NOMENCLATURE	QTY
		76306-07004-578	Tube Assy	1
		76306-07004-080	Tube	3
		76307-03006-047	Tube	1
		76307-03006-071	Tube	1
		76307-03006-072	Tube	1
		76450-01042-041	Panel Assy	1
		76500-07075-042	Adapter Assy	2
		76500-07901-103	Blower	1
		76500-07905-103	Suppressor	1
		76306-07004-057	Tube Assy	1
		76306-07004-068	Tube Assy	1
		76307-03006-049	Tube Assy	1
		76307-03006-082	Tube Assy	1
		76307-03006-083	Tube Assy	1
		76307-03006-084	Tube Assy	1
		76500-07054-043	Duct Assy	1
		76500-07068-042	Adapter Assy	1
		76500-07900-104	Valve	1
		76500-07068-102	Adapter	1
		76212-03004-044	Heat Duct Assy	1
		76212-03004-043	Heat Plenum	1
		76212-01016-101	Cockpit Defrost Duct	1
		76212-03005-101	Cockpit Defrost Duct	1
		76212-03004-051	Duct Assy. Upper L/H	1
		76212-03004-042	Duct Assy	1
		76212-03004-041	Duct Assy	1
		76500-07512-042	Assy	1
		33776-64058-041	Switch Box Assy, LH	1
		1482-03	LH NACA Duct Valve Assy	1
		1482-04	RH NACA Duct Valve Assy	1
		76207-01136-101	Panel	4
		1613-01	Vent Panel Assy	1
		1613-02	Vent Panel Assy	1
		82405	Diffuser	4
85012	**Gooseneck Map Lights (EX)**	15-0007-127	Grimes Utility Lights	2

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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S-76 NEW HELICOPTER SALES AGREEMENT
EXHIBIT B

1. WARRANTY

Sikorsky warrants to Buyer that each new helicopter sold by it, the parts and accessories installed thereon (except for the engines and engine accessories that are covered by the engine manufacturer's separate warranty, as well as Buyer supplied equipment), and new spare parts shall be free from defects in material and workmanship under normal use and service for the periods outlined below. Normal Use and Service shall mean the operation and maintenance of the Helicopter, sub-assemblies, and parts in accordance with Supplier's Flight, Maintenance, or Overhaul Manuals and Operating Instructions.

2. DURATION

CATEGORY	PERIOD OF COVERAGE
New Aircraft	3 years or 1000 hours of operation after delivery of the Deluxe Executive Helicopter to Buyer, whichever occurs first
New Spare Parts & GSE (if applicable)	1 year from date of shipment from Sikorsky

3. SIKORSKY OBLIGATIONS

A. REPAIR/REPLACEMENT

Sikorsky shall be obligated under this warranty to the repair or replacement of the defective item with a new, overhauled or serviceable replacement item during the applicable term of the warranty. The decision to repair or replace the defective item is solely at the discretion of Sikorsky exercised with reasonable care.

Replacement parts that are life limited shall have hourly, calendar or cycle lives remaining equal or greater than the hourly, calendar or cycle lives remaining of the parts being replaced (whichever is applicable, and if more than one is applicable, whichever is greater), unless otherwise agreed by the parties. If Helicopter Support, Inc (HSI) does not have a part whose life is equal to or less than the one removed, HSI shall contact Buyer and it would be the Buyer's option whether to accept an exchange or to arrange for a loaner while Buyer's is being repaired.

SDNY_GM_00005284

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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S-76 NEW HELICOPTER SALES AGREEMENT
EXHIBIT B

B. LABOR

Sikorsky will cover Labor associated with the direct repair of a warranted item. Labor associated with troubleshooting, gaining access to, the removing and reinstalling a warranted item, or testing of the repaired or replaced item is not covered under this warranty.

4. BUYER'S OBLIGATIONS

A. The Buyer must notify Sikorsky in writing of any defect occurring within the warranty period, within sixty (60) days after its discovery. Such notification will be accomplished by completing a Sikorsky RSA (Return to Sikorsky Aircraft, SA Form 7859 and submitting it either via telefax or email.

B. If Sikorsky elects to replace or exchange rather than repair and return the warranted item the Buyer must return the defective part reasonably requested to Sikorsky or its designated repair facility within 30 days (domestic) or 60 days (international) of receipt of a replacement/ exchange item, if so requested by Sikorsky. Any defective item that is replaced or exchanged by Sikorsky shall automatically become the property of Sikorsky.

C. If requested by Sikorsky, the Buyer must furnish Sikorsky with copies of pertinent Deluxe Executive Helicopter operational and maintenance records. Such records may include any and all those prepared during the entire warranty period immediately preceding the discovery as well as records of any incident, accident, or unusual event encountered by the Deluxe Executive Helicopter at any time prior to the discovery of the defect.

5. TRANSPORTATION

Transportation charges relating to approved warranty claims for the return of defective goods to Sikorsky, their reshipment to Buyer, and the risk of loss thereof, up to and including the average cost of Federal Express P1 or equivalent, will be borne by Sikorsky if returned in accordance with written shipping instructions from Sikorsky. Transportation charges do not include taxes, duties, loans, lease charges, exchange fees, warehousing charges, handling charges, or administrative charges when charged by a party other than Sikorsky or a Sikorsky subcontractor. Any premium transportation costs shall be borne by the Buyer.

6. WARRANTY ON REPLACEMENT PARTS

Parts repaired, replaced, or exchanged (newly manufactured, repaired or overhauled) on a valid warranty claim are warranted for the remainder of the original warranty

SDNY_GM_00005288

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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period associated with the discrepant part removed unless the warranted part is provided with less than thirty days of the expiration of the original warranty period, in that instance the parts repaired, replaced, or exchanged (newly manufactured, repaired or overhauled) shall have a warranty that extends for ninety days beyond the original warranty expiration date.

7. EXCLUSIONS

This warranty does not apply and Sikorsky shall be relieved of its obligations and liability with respect to any claim under the Warranty if such claim results from any of the following:

A. Deluxe Executive Helicopters which are not maintained, operated or repaired in accordance with the governing or applicable provisions of Sikorsky's, its subcontractors, the FAA or DOT, as applicable, Approved Flight Manual, Maintenance Manual and Service Bulletins, and as each thereof may be amended from time to time by Sikorsky, and/or

B. Deluxe Executive Helicopters which undergo structural modifications, repairs, and/or engine retrofits without the express written approval and technical guidance of Sikorsky, and which are determined to be the cause or a contributing cause of the defect, and/or

C. Deluxe Executive Helicopters or parts which have been subject to abuse, misuse, negligence, combat damage, incident or accident, and/or

D. Deluxe Executive Helicopters or parts which have been subject to direct foreign object damage, ingestion of foreign material, or any corrosive or erosive agent, and/or

E. Standard consumable and expendable items such as, but not limited to, seals, filters, gaskets, tires, hoses, bulbs, switches, batteries, bearings, brake pads and general hardware, and/or

F. Normal wear and tear, including normal wear and tear to exterior paint and interior items such as, but not limited to, seats, sidewall and headliner coverings, woodwork, plating and other soft trim appearance items, and/or

G. Parts and accessories whose manufacturer's identification tag has been removed or obliterated or cannot otherwise be identified as having been installed on the helicopter at delivery, and/or

H. Failures that result from external contamination such as contaminated fuel, oil, hydraulic fluids and the like, and/or

SDNY_GM_00005286

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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EFTA02727752

I. Costs identified as commercial losses, or profits due to loss of use of the aircraft, and/or

J. Damage to the Deluxe Executive Helicopter or other property without limitation, incidental, and consequential damages.

8. DISCLAIMER

A. TITLE

Sikorsky warrants to Buyer that it will convey good title to the Helicopter and parts sold hereunder. Sikorsky's liability and Buyer's remedy under this warranty are limited to the removal of any title defect or at the election of Sikorsky to the replacement of the Deluxe Executive Helicopter or parts thereof which are defective in title; provided, however, that the right and remedies of the parties with respect to patent infringement shall be limited to the provisions of Paragraph 8B below.

B. PATENT INFRINGEMENT

Sikorsky shall conduct, at its own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use or resale by Buyer or any subsequent purchaser or user of any Deluxe Executive Helicopter or part delivered hereunder directly infringes any United States patent, but only on the conditions that (A) Sikorsky receives prompt written notice of such suit, or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to Buyer and defendant for such defense; (B) said Deluxe Executive Helicopter or part is made according to a specification or design furnished by Sikorsky or, if a process patent is involved, the process performed by the Deluxe Executive Helicopter(s) is recommended in writing by Sikorsky; and (C) the suit, or action is brought against Buyer or one expressly indemnified by Buyer. Provided all of the foregoing conditions have been met, Sikorsky shall, at its own expense, either settle said suit, or action or shall pay all damages, and, if the use or resale of such Deluxe Executive Helicopter or part is finally enjoined, Sikorsky shall, at Sikorsky's option: (i) procure for defendant the right to use or resell the Deluxe Executive Helicopter or part, (ii) replace them with an equivalent non-infringing Helicopter or part, (iii) modify them so they become non-infringing but equivalent, or (iv) remove them and refund the purchase price (less a reasonable allowance for use, damage, and obsolescence).

If a suit, or action is based on a design or specification furnished by Buyer, or on the performance of a process not recommended in writing by Sikorsky, or on the

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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use or sale of the Deluxe Executive Helicopter or parts delivered hereunder in combination with other helicopter parts not delivered to Buyer by Sikorsky, Buyer shall indemnify and save Sikorsky harmless therefrom.

C. EXCLUSIVE WARRANTIES & REMEDIES

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF (i) ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND (ii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN CONTRACT OR TORT, WHETHER OR NOT ARISING FROM SIKORSKY'S OR ANY OF ITS AFFILIATE'S NEGLIGENCE, ACTUAL OR IMPUTED, STRICT TORT LIABILITY OR BREACH OF WARRANTY. THE REMEDIES OF THE BUYER SHALL BE LIMITED TO THOSE PROVIDED HEREIN TO THE EXCLUSION OF ANY OTHER REMEDIES INCLUDING, WITHOUT LIMITATION, INCIDENTAL OR CONSEQUENTIAL DAMAGES. NO AGREEMENT VARYING OR EXTENDING THE FOREGOING WARRANTIES, REMEDIES, OR THIS LIMITATION WILL BE BINDING UPON SIKORSKY OR ANY OF ITS AFFILIATES UNLESS IN WRITING, SIGNED BY A DULY AUTHORIZED OFFICER OF SIKORSKY OR SUCH AFFILIATES.

9. GENERAL

A. This warranty may not be assigned or otherwise transferred to any other party without the advance, written consent of Sikorsky, such consent shall not to be unreasonably withheld.

B. Warranties covering the engines and engine accessories installed on the Deluxe Executive Helicopter are made separately to the Buyer by the engine manufacturer. All warranty claims pertaining to those items must be made directly to the manufacturer in question, provided that Sikorsky, as a matter of accommodation, will process the claim on behalf of the Buyer to the appropriate manufacturer if so requested.

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

S-76 NEW HELICOPTER SALES AGREEMENT
EXHIBIT C

ACCEPTANCE DOCUMENTS

Helicopter Inspection and Acceptance Certificate

Pursuant to the S-76 New Helicopter Sales Agreement Number _____, dated _____, between Sikorsky Aircraft Corporation and _____;

Inspection - _____ hereby acknowledges that he has thoroughly inspected the helicopter described below and has found it to be acceptable and in accordance with the requirements of the above referenced Agreement;

and

Acceptance – _____ hereby accepts delivery and title of the helicopter described below in on the ____ day of _____ at _____ __m. hours local time.

Aircraft Description –

Sikorsky S-76C with Turbomeca Arriel 2S2 Engines (commonly referred to as S-76C++
Serial Number
Registration Number
Engine Numbers

IN WITNESS WHEREOF, _____, has caused this Certificate to be executed this ____ day of _____.

Customer Name

Signature: _____

Name: _____
Title: _____

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

S-76 NEW HELICOPTER SALES AGREEMENT
EXHIBIT C

Warranty Bill of Sale

KNOW ALL MEN BY THESE PRESENTS:

THAT SIKORSKY AIRCRAFT CORPORATION ("Sikorsky"), is the lawful owner of the full legal and beneficial title to the following tangible personal property:

that certain Sikorsky S-76C++ helicopter, manufacturer's serial number 760___ and United States registration number _____, together with two (2) two Turbomeca Arriel 2S2 engines bearing manufacturer's serial numbers _____ and _____, as more fully described in Exhibit A to that certain S76C++ New Helicopter Sales Agreement (number _____) by and between Buyer (as defined below) and Sikorsky dated as of the ____ day of _____ __, 200_ as amended and assigned to __ _____ (the **"Helicopter"**).; and

all documents and records relating or required to be maintained with respect to the Helicopter, including, without limitation, all flight manuals, maintenance manuals, engine log books, airframe log book, weight and balance data, flight records, maintenance records, , airframe and aircraft component warranties, engines warranties, avionics warranties, and any and all other records related to the Helicopter (the **"Helicopter Documents"**).

THAT, for good and valuable consideration of the sum of One and 00/100 dollars ($1.00), receipt and adequacy of which is hereby acknowledged, Sikorsky does as of the date provided below, grant, convey, transfer, deliver and set over all right, title and interest in and to the Helicopter and the Helicopter Documents unto _____ __ ("Buyer"), and unto Buyer's successors and assigns forever.

THAT, Sikorsky hereby represents that there is hereby conveyed to Buyer on the date hereof, all legal, beneficial, record, good, equitable, exclusive, and marketable title to the Helicopter and the Helicopter Documents free and clear of any and all mortgages, liens, claims, encumbrances and rights of others, and Sikorsky will warrant and defend such title forever against all claims and demands whatsoever.

IN WITNESS WHEREOF, Sikorsky has caused this instrument to be executed and delivered by its duly authorized signatory as of this ____ day of _____ 200_.

SIKORSKY AIRCRAFT CORPORATION

Signature: _____

Print: _____

Title: _____

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

S-76 NEW HELICOPTER SALES AGREEMENT
EXHIBIT C

Certificate of Acceptance of the Completion Services

Pursuant to the S-76 New Helicopter Sales Agreement Number _____, dated _____,

between Sikorsky Aircraft Corporation and _____ _____;

Inspection - _____ _____ hereby acknowledges that he has thoroughly inspected the helicopter described below and has found it to be acceptable and in accordance with the requirements of the above referenced Agreement;

and

Acceptance – _____ _____ hereby accepts delivery of the helicopter described below on the ____ day of _____ 2007 at _____ __m. hours local time.

Aircraft Description –
Sikorsky S-76C with Turbomeca Arriel 2S2 Engines (Commonly known as S-76 C++)
Serial Number
Registration Number
Engine Numbers

IN WITNESS WHEREOF, _ _____. has caused this Certificate to be executed

this ____ day of _____ 200_.

Customer Name_____

Signature:

_____

Name: _____

Title: _____

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261990

EFTA02727757

AMENDMENT No. 3 TO
S-76 NEW HELICOPTER SALES AGREEMENT

THIS AMENDMENT, dated as of the Acceptance Date stated below, is made by and between the Sikorsky Contracting Entity ("Sikorsky") named below and the Buyer named below in respect of the S-76 New Helicopter Sales Agreement (the "Agreement") executed by the parties on or about December 17, 2007, as amended.

1. ***Definitions / Information for this Amendment***

Buyer: Air Ghislaine, Inc.

Sikorsky Contracting Entity: Sikorsky Aircraft Corporation

Sikorsky Contract No: 76TD6167A

Amendment No.: 3

2. ***Preamble to the Amendment*** N The parties desire to amend the Agreement for the following purposes:

i. To revise the configuration of the Deluxe Executive Helicopter; and
ii. As a result of the following changes, to revise the price and scheduled payments under this Agreement; and
iii. To change the Scheduled Presentation Date Completion Services and the Scheduled Delivery Date Completion Services; and
iv. To amend Article V, Standard Terms and Conditions to add Paragraph 8, Late Delivery.

3. ***Amendment*** - Sikorsky and Buyer, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, do hereby agree as follows:

i. Paragraphs C, D, F, G, H and I.5 of Article I are hereby deleted and replaced with the following:

C. Scheduled Presentation Date Completion Services		***December 7, 2009***
D. Scheduled Delivery Date Completion Services		***December 7, 2009***
F. Completion Services Unit Price:	***US$***	***3,100,000***

SDNY_GM_00003262

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261991

EFTA02727758

G. Deluxe Executive Helicopter Unit Price:	***US$***	***11,700,000***
H. Total Contract Price:	***US$***	***11,700,000***
I. Payments:		
1. Advance Payment	***US$ 2,330,000***	
2. Baseline Helicopter Final Payment	***US$ 6,880,000***	
3. Completion Services Interim Payment	***US$ 1,220,000***	
5. Completion Services Final Payment:	***US$ 1,270,000***	

ii. Paragraph 1.d of Article III is hereby deleted and replaced with the following:

d. *Completion Services Final Payment* N in the amount of One Million Two Hundred Seventy Thousand USD (US$1,270,000) per Helicopter is due on the date of Buyer's acceptance of the Completion Services. If Buyer does not make itself available for presentation and acceptance of the Helicopter, the Baseline Helicopter Final Payment shall be due within ten (10) days following receipt by Buyer of written notification that the Helicopter is ready for presentation and acceptance. If Buyer's failure to make itself available is attributable to causes that would be an Excusable Delay as defined in ArticleVI.1, then, without impairing any of Sikorsky's rights under Article VI.2, Buyer shall be afforded such time as may be reasonably required to remove such causes.

iii. Modify Exhibit A Part 2 as follows:

SDNY_GM_00003263

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261992

EFTA02727759

Add:

Code	Description
35055	FMS, Universal UNS-1Fw (WAAS FMS) with LPV Monitor (assumes 1st)
80092	Enhanced Door Pins, Cockpit
85037	Anti-Collision LED Light, Red, Top
85039	Anti-Collision LED Light, Red, Bottom
85040	LED Position Lights
90022	Customize ceiling reading lights. Relocate one reading light from each group to the outboard area of the ceiling, to be centered on outboard passenger seats.
90024	Relocate the reading light switches to the overhead area, adjacent to the reading lights. Relocate the dome light switches on the same panel as the relocated outboard lights, in the outboard position.
90025	ICG satellite phone system with NxtMail WiFi Server to support Blackberry email. Includes cabin handset and cockpit dialer.
90029	LED Landing Lights, left and right, with pulse capability
90030	LED Recognition Lights, with pulse capability
90031	Garmin GDL-69A XM weather receiver with XM radio receive capability. XM radio audio output will be connected to cabin headsets only (Ref. Option 90039).
90032	Four 110 Volt AC outlets in cabin, powered by 1000 VA converter hooked to AC generator. Outlets to include flip covers.
90033	Four 12 Volt DC automotive-type jacks in cabin, with covers
90034	Modify cabin interior door handle lighting per customer preference. Remove the standard strip of LED lights and replace with single, concealed light source to provide a uniform illumination of the handle area
90036	Cabin ICS system with 8 Elose headset jacks, with Call function. Headsets not connectable to satellite phone.
90037	Connection of audio from the #1 VHF radio (COM 1) to the cabin ICS circuit, with on/off switch in cockpit
90039	Cabin Entertainment System with: - 3 Audio sources: iPod dock, auxiliary stereo audio input, and XM Radio from Garmin GDL-69A (with remote control) - Switch panels (qty 4) with Source Select and Call button - Audio plays over headsets only, not speakers
90040	Redesign Forward cabin Bulkhead to extend lower than the bottom of the standard narrow windows
90042	Custom Cabin Interior
90044	Custom Cabin Headset Hooks (Quantity 8)
90045	Shoe-cleaning Mat on Boarding Steps LH/RH
90046	HEEDS Bottle Mounts on Cockpit Side Posts (similar to a/c 698 & 700)
90047	Umbrella Holders on Inside of Baggage Compartment Doors (similar to a/c 698)
90048	Custom Aft-Facing Bench Seat, Three to Four Place, with Shortened Single Center Fold-Down Padded Arm Rest
90049	Custom Forward-Facing Bench Seat, Three to Four Place, with Shortened Single Center Fold-Down Padded Arm Rest
90050	LED Logo Lights

SDNY_GM_00003264

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261993

EFTA02727760

Delete:

Code	Description
30061	Cabin ICS
30093	Cabin Call System
32024	Satellite Communications System, AirCell ST3100
35053	FMS – Universal UNS-1F w/Go Around Switch wired to the Collective
63000	VIP Interior (Credit)
63013	Aft Facing Bench - 3/4 Place
63085	Cabin Coat Hooks, Two
80090	Vertical Pylon Access Panels, CSN 76-207
83055	Remove LH Accessory Drive - CSN 76-205
85036	Anti-Collision Light, Red – Bottom
85051	Landing Light – LH Main Gear
85061	Recognition Lights – Forward Facing
85063	Logo Lights
85071	Pulselight System
85072	Pulse Landing Lights
85073	Pulse Recognition Lights
90004	Relocate reading lights from center cabin ceiling to above outboard passenger system
90005	Eight Bose headset jacks for use with the cabin ICS in the cabin (custom locations)
90006	Satcom System to be installed without the cockpit intercom capability (ref. code 32024)
90009	Audio input jack in cabin for Ipod type device. Entertainment audio to be heard in all cabin Bose headsets. No other controls, volume controlled via iPod device
90012	Boarding Steps to Be Surfaced With Coarse Non-Skid
90013	Fwd facing bench seat, 3-4 passenger, W/wide single fold down armrest for right hand passenger. Armrest shall be shortened from the standard length and provide storage inside under lid for IPOD/Cell phone jacks (reference 90021 & 90009) and holders for cu
90015	Sheep skin throw carpet for cabin floor.
90016	Headset Hangers
90017	Customer Cabin Interior Materials Customer Furnished Materials (Leather, Carpet, Sheepskin, Panel Covering) Custom Upholstery Work
90017	Materials Credit for Code 63000 due to Customer Furnished Interior Materials
90021	Cell phone interface into the cabin ICS system. Connection to be in the fold down armrest of the 90013 fwd facing bench seat with ability to select the cell phone connection for any occupant on the fwd facing bench seat (4) positions. Tied to Weight-on-Wh

iv. The following is added as Paragraph 8 of Article V, Standard Terms and Conditions:

8. *Late Delivery* – In the event Buyer does not accept the Completion Services by December 15, 2009 due to Buyer not being satisfied that the Completion Services presented on the Completion Services Presentation Date have been satisfactory completed and the Helicopter as previously accepted by Buyer, is in airworthy condition with all systems functional and in proper working order and with no damage incurred, pursuant to Paragraph 5 of Article II, Presentation of Completion Services for Acceptance of this Agreement, Sikorsky shall establish for Buyer a spares credit in the amount of $50,000, as liquidated damage for such delay.

The spares credit shall be established at a Sikorsky's wholly owned subsidiary Helicopter Support, Inc. and must be used within three (3) years of the Scheduled Presentation Date Completion Services. In the event that any amount of the spares credit has not been used

SDNY_GM_00003265

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261994

EFTA02727761

or
otherwise committed by Buyer within such time, the spares credit shall expire and Sikorsky shall have no further obligation to Buyer hereunder.

4. ***Reaffirmation:*** Except as modified above, all of the provisions of the Agreement remain the same, and the Agreement, as modified hereby, is reaffirmed.

IN WITNESS WHEREOF, this Amendment has been executed by each party's authorized representative.

Air Ghislaine, Inc.		**Sikorsky Aircraft Corporation**	
By:	Darren Indyke	**By:**	
Name:	Darren Indyke	**Name:**	
Title:	Vice President	**Title:**	
Date:	7/31/09	**Acceptance Date:**	

SDNY_GM_00003266

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261995

EFTA02727762

Darren K. Indyke

Darren K. Indyke PLLC

301 East 66th Street, Suite 10B

New York, New York 10065

[redacted]

To: Chris Shurkus

From: Darren Indyke

Date: March 9, 2010

To follow are 15 pages

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

AMENDMENT No. 4 TO
S-76 NEW HELICOPTER SALES AGREEMENT

THIS AMENDMENT, dated as of the Acceptance Date stated below, is made by and between the Sikorsky Contracting Entity ("Sikorsky") named below and the Buyer named below in respect of the S-76 New Helicopter Sales Agreement (the "Agreement") executed by the parties on or about December 17, 2007, as amended.

1. ***Definitions / Information for this Amendment***

Buyer:	Shmitka Air, Inc. (formerly known as Air Ghislaine, Inc.)
Sikorsky Contracting Entity:	Sikorsky Aircraft Corporation
Sikorsky Contract No:	76TD6167A
Amendment No.:	4

2. ***Preamble to the Amendment*** – The parties desire to amend the Agreement for the following purposes:

   i. To acknowledge that Air Ghislaine, Inc. has changed its name to Shmitka Air, Inc., that other than the change in name, the Buyer's legal identity, existence and status has not changed, and that, except as modified by this Amendment, the respective rights and obligations of the parties under the Agreement continue in full force and effect after the name change to the same extent that they existed immediately prior to the name change;
   ii. To change the Scheduled Presentation Date Completion Services and the Scheduled Delivery Date Completion Services;
   iii. To provide the Buyer with a credit of $175,000 toward the purchase of goods and services from Sikorsky's subsidiary, Associated Aircraft Group, Inc. ("AAG");
   iv. To revise the configuration of the Deluxe Executive Helicopter;
   v. To amend Article VI, Standard Terms and Conditions, to revise paragraph 8, Late Delivery.
   vi. To delete Sikorsky's obligation to provide twenty (20) hours of charter time from AAG as originally set forth in the Agreement; and
   vii. To reduce the Completion Services Unit Price, Deluxe Executive Helicopter Unit Price, Total Contract Price and Completion Services Final Payment by US$20,000.

3. ***Amendment*** - Sikorsky and Buyer, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, do hereby agree as follows:

   i. Sikorsky acknowledges that pursuant to a separate letter agreement dated on or around the date of this Amendment 4 to the Agreement, it recognized that Air Ghislaine, Inc. changed

SDNY_GM_00003268

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261997

EFTA02727764

its name to
Shmitka Air, Inc. and that, except for the change in its name, the Buyer's legal identity, existence and status has not changed as a result of the name change. Accordingly,

Sikorsky acknowledges and agrees that, except as modified hereby, the respective rights and obligations of Sikorsky and Buyer or Customer (now known as Shmitka Air, Inc.) continue in full force and effect after the name change to the same extent they existed immediately prior to the name change.

ii. Paragraphs C and D of Article I of the Agreement are hereby deleted and replaced with the following:

C. Scheduled Presentation Date Completion Services ***March 2010***

D. Scheduled Delivery Date Completion Services ***March 2010***

iii. In consideration of the Buyer's acceptance of the revised Scheduled Presentation Date Completion Services and Scheduled Delivery Date Completion Services, Sikorsky agrees to provide Buyer with a credit of US$175,000 (the "Credit") toward the purchase of goods and services offered by Sikorsky's subsidiary, AAG, in the ordinary course of AAG's business. The Credit may be applied to such goods and services offered by AAG, which include, without limitation: (a) charter services for charters of S-76 aircraft out of any location at which AAG offers charter services at AAG's published charter rate, less a discount of ten percent (10%); (b) labor charges at AAG's standard rates for the performance of scheduled and unscheduled maintenance; (c) the provision of spare parts at AAG's standard published prices; and (d) any other services or products offered by AAG from time to time (at the standard rates and prices therefore). If so requested by the Buyer, all or some of the Credit may be applied toward the Buyer's purchase of pilot training services from Flight Safety, Inc. (at the standard rates and terms therefore). The Credit shall be valid for forty-eight (48) months from the date on which Buyer accepts the Completion Services performed on the Helicopter.

iv. In consideration of the Buyer's acceptance of the revised Scheduled Presentation Date Completion Services and Scheduled Delivery Date Completion Services, Sikorsky agrees to revise the configuration of the Deluxe Executive Helicopter as provided herein at no additional charge. Accordingly, Exhibit A Part 2 of this Agreement is modified as follows:

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261998

EFTA02727765

Add:

Code	Description
63010	Aft Facing Bench, Three/Four Passenger w/ 3 Under-Seat Storage Drawers
90052	Custom Forward-Facing Bench Seat, Three to Four Place with Single Center Custom Fold-Down Arm Rest with Custom Storage Compartments
90053	Custom Upholstery Modification to Forward and Aft Seat Benches, as well as Additional Outboard Cushion Styling
90054	Move pilot seat aft slightly 1.5 inches
90037	Connection of audio from the #2 VHF radio (COM 1) to the cabin ICS circuit, with on/off switch in cockpit
90039	Cabin Entertainment System with: ~4 Audio sources: iPod dock, auxiliary stereo audio input, XM Radio from Garmin, GDL-69A (with remote control), and ATC audio from VHF #2, ~Audio source selection switch panel and call pilot switch panel, ~Audio plays over headsets only, not speakers, Keystone to revise locations of Bose cabin headset hooks as per discussion with customer in FL and layouts provided Oct. 29, 09
90057	Registration number changes from N908GM to N722JE, Number will be painted in Sherwin Williams Jet Glo, Nebula 08452, lettering will be in "plain round".

90055	Three neck cushions for rear bench seat
90056	Fabricate cockpit maintenance floor runners to match color of leather on cockpit door storage compartments

Please be advised that option code numbers 90055 and 9056 will be installed on the Buyer's Helicopter at Sikorsky's facility located in Coatesville, Pennsylvania (or at AAG's facility located in Wappingers Falls, NY) on a date and time that is mutually agreed between Sikorsky and Buyer.

Buyer also has the option to have Sikorsky replace the fabric behind the Helicopter's rear bench with a mirror (or mirror-like material). If so requested, this replacement and installation will take place at Buyer's next annual inspection for the Helicopter, and will take place at Sikorsky's facility located in Coatesville, Pennsylvania (or at AAG's facility located in Wappingers Falls, NY) on a date and time that is mutually agreed between Sikorsky and Buyer.

SDNY_GM_00005359

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261999

EFTA02727766

Delete:

Code	Description
90048	Custom Aft-Facing Bench Seat, Three to Four Place, with Shortened Single Center Fold-Down Padded Arm Rest
90049	Custom Forward-Facing Bench Seat, Three to Four Place with shortened Single Center Fold-Down Padded Arm Rest
90037	Connection of audio from the #1 VHF radio (COM 1) to the cabin ICS circuit, with on/off switch in cockpit
90039	Cabin Entertainment System with: - 3 Audio sources: iPod dock, auxiliary stereo audio input, and XM Radio from Garmin GDL-69A (with remote control) - Switch panels (qty 4) with Source Select and Call button - Audio plays over headsets only, not speakers

v. Paragraph 8 (Late Delivery) of Article VI (Standard Terms and Conditions) of the Agreement, is hereby deleted in its entirety and replaced with the following:

8. ***Late Delivery*** – Sikorsky's providing the Buyer with (a) a US$175,000 credit with AAG and other benefits described in Section 3iii of Amendment No. 4 to this Agreement, (b) the revised configuration at no additional charge to the Buyer, and (c) a US$20,000 reduction in the Completion Services Final Payment as described in Sections 3vii and 3viiii of Amendment No. 4 to this Agreement, shall be the exclusive remedies to the Buyer for the delivery delay under the Agreement.

vi. Paragraph 7 (Charter Time) of Article II (Description of Sale) is hereby deleted in its entirety

vii. Paragraph F. (Completion Services Unit Price), Paragraph G. (Deluxe Executive Helicopter Unit Price), Paragraph H. (Total Contract Price) and Paragraph I.5. (Completion Services Final Payment) of Article I (Definitions/Information for this Agreement) are hereby deleted and replaced with the following:

F. Completion Services Unit Price: US$3,080,000

G. Deluxe Executive Helicopter Unit Price: US$11,680,000

H. Total Contract Price: US$11,680,000

I. Payments:

5. Completion Services Final Payment: US$1,250,000

SDNY_GM_00003250

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262000

EFTA02727767

viii. Paragraph 1.d (Completion Services Final Payment) of Article III (Prices/Payment Schedule) is hereby deleted and replaced with the following:

d. *Completion Services Final Payment* – in the amount of One Million Two Hundred Fifty Thousand USD (US$1,250,000) per Helicopter is due on the date of Buyer's acceptance of the Completion Services. If Buyer does not make itself available for presentation and acceptance of the Helicopter, the Completion Services Final Payment shall be due within ten (10) days following receipt by Buyer of written notification that the Helicopter is ready for presentation and acceptance. If Buyer's failure to make itself available is attributable to causes that would be an Excusable Delay as defined in Article VI.1, then, without impairing any of Sikorsky's rights under Article VI.2., Buyer shall be afforded such time as may be reasonably required to remove such causes.

4. ***Reaffirmation:*** Except as modified above, all of the provisions of the Agreement remain the same, and the Agreement, as modified hereby, is reaffirmed.

IN WITNESS WHEREOF, this Amendment has been executed by each party's authorized representative.

Shmitka Air, Inc.

Sikorsky Aircraft Corporation

By: Darren K. Indyke

Name: Darren K. Indyke

Title: Vice President

Date: March 9, 2010

By: _____

Name: _____

Title: _____

Acceptance Date: _____

SDNY_GM_00003752

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262001

EFTA02727768

AMENDMENT No. 4 TO
S-76 NEW HELICOPTER SALES AGREEMENT

THIS AMENDMENT, dated as of the Acceptance Date stated below, is made by and between the Sikorsky Contracting Entity ("Sikorsky") named below and the Buyer named below in respect of the S-76 New Helicopter Sales Agreement (the "Agreement") executed by the parties on or about December 17, 2007, as amended.

1. ***Definitions / Information for this Amendment***

Buyer:	Shmitka Air, Inc. (formerly known as Air Ghislaine, Inc.)
Sikorsky Contracting Entity:	Sikorsky Aircraft Corporation
Sikorsky Contract No:	76TD6167A
Amendment No.:	4

2. ***Preamble to the Amendment*** – The parties desire to amend the Agreement for the following purposes:

   i. To acknowledge that Air Ghislaine, Inc. has changed its name to Shmitka Air, Inc., that other than the change in name, the Buyer's legal identity, existence and status has not changed, and that, except as modified by this Amendment, the respective rights and obligations of the parties under the Agreement continue in full force and effect after the name change to the same extent that they existed immediately prior to the name change;
   ii. To change the Scheduled Presentation Date Completion Services and the Scheduled Delivery Date Completion Services;
   iii. To provide the Buyer with a credit of $175,000 toward the purchase of goods and services from Sikorsky's subsidiary, Associated Aircraft Group, Inc. ("AAG");
   iv. To revise the configuration of the Deluxe Executive Helicopter;
   v. To amend Article VI, Standard Terms and Conditions, to revise paragraph 8, Late Delivery.
   vi. To delete Sikorsky's obligation to provide twenty (20) hours of charter time from AAG as originally set forth in the Agreement; and
   vii. To reduce the Completion Services Unit Price, Deluxe Executive Helicopter Unit Price, Total Contract Price and Completion Services Final Payment by US$20,000.

3. ***Amendment*** - Sikorsky and Buyer, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, do hereby agree as follows:

   i. Sikorsky acknowledges that pursuant to a separate letter agreement dated on or around the date of this Amendment 4 to the Agreement, it recognized that Air Ghislaine, Inc. changed

SDNY_GM_00006363

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262002

EFTA02727769

its name to
Shmitka Air, Inc. and that, except for the change in its name, the Buyer's legal identity, existence and status has not changed as a result of the name change. Accordingly,

Sikorsky acknowledges and agrees that, except as modified hereby, the respective rights and obligations of Sikorsky and Buyer or Customer (now known as Shmitka Air, Inc.) continue in full force and effect after the name change to the same extent they existed immediately prior to the name change.

ii. Paragraphs C and D of Article I of the Agreement are hereby deleted and replaced with the following:

C. Scheduled Presentation Date Completion Services	***March 2010***
D. Scheduled Delivery Date Completion Services	***March 2010***

iii. In consideration of the Buyer's acceptance of the revised Scheduled Presentation Date Completion Services and Scheduled Delivery Date Completion Services, Sikorsky agrees to provide Buyer with a credit of US$175,000 (the "Credit") toward the purchase of goods and services offered by Sikorsky's subsidiary, AAG, in the ordinary course of AAG's business. The Credit may be applied to such goods and services offered by AAG, which include, without limitation: (a) charter services for charters of S-76 aircraft out of any location at which AAG offers charter services at AAG's published charter rate, less a discount of ten percent (10%); (b) labor charges at AAG's standard rates for the performance of scheduled and unscheduled maintenance; (c) the provision of spare parts at AAG's standard published prices; and (d) any other services or products offered by AAG from time to time (at the standard rates and prices therefore). If so requested by the Buyer, all or some of the Credit may be applied toward the Buyer's purchase of pilot training services from Flight Safety, Inc. (at the standard rates and terms therefore). The Credit shall be valid for forty-eight (48) months from the date on which Buyer accepts the Completion Services performed on the Helicopter.

iv. In consideration of the Buyer's acceptance of the revised Scheduled Presentation Date Completion Services and Scheduled Delivery Date Completion Services, Sikorsky agrees to revise the configuration of the Deluxe Executive Helicopter as provided herein at no additional charge. Accordingly, Exhibit A Part 2 of this Agreement is modified as follows:

SDNY_GM_00003764

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262003

EFTA02727770

Add:

Cod	Descriptio
6301	Aft Facing Bench, Three/Four Passenger w/ 3 Under-Seat Storage
9005	Custom Forward-Facing Bench Seat, Three to Four Place with Single Center Custom Down Arm Rest with Custom Storage
9005	Custom Upholstery Modification to Forward and Aft Seat Benches, as well as Outboard Cushion
90054	Move pilot seat aft slightly 1.5
9003	Connection of audio from the #2 VHF radio (COM 1) to the cabin ICS circuit, with switch in
9003	Cabin Entertainment System with: ~4 Audio sources: iPod dock, auxiliary stereo audio XM Radio from Garmin, GDL-69A (with remote control), and ATC audio from VHF ~Audio source selection switch panel and call pilot switch panel, ~Audio plays over only, not speakers, Keystone to revise locations of Bose cabin headset hooks as per with customer in FL and layouts provided Oct. 29,
9005	Registration number changes from N908GM to N722JE, Number will be painted in Williams Jet Glo, Nebula 08452, lettering will be in "plain

90055	Three neck cushions for rear bench seat
90056	Fabricate cockpit maintenance floor runners to match color of leather on cockpit door storage compartments

Please be advised that option code numbers 90055 and 9056 will be installed on the Buyer's Helicopter at Sikorsky's facility located in Coatesville, Pennsylvania (or at AAG's facility located in Wappingers Falls, NY) on a date and time that is mutually agreed between Sikorsky and Buyer.

Buyer also has the option to have Sikorsky replace the fabric behind the Helicopter's rear bench with a mirror (or mirror-like material). If so requested, this replacement and installation will take place at Buyer's next annual inspection for the Helicopter, and will take place at Sikorsky's facility located in Coatesville, Pennsylvania (or at AAG's facility located in Wappingers Falls, NY) on a date and time that is mutually agreed between Sikorsky and Buyer.

SDNY_GM_00003758

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262004

EFTA02727771

Delete:

Code	Descripti on
90048	Custom Aft-Facing Bench Seat, Three to Four Place, with Shortened Single Center Fold-Down Padded Arm Rest
90049	Custom Forward-Facing Bench Seat, Three to Four Place with shortened Single Center Fold-Down Padded Arm Rest
90037	Connecti on of audio from the #1 VHF radio (COM 1) to the cabin ICS circuit, with on/off switch in cockpit
90039	Cabin Entertainment System with: - 3 Audio sources: iPod dock, auxiliary stereo audio input, and XM Radio from Garmin GDL-69A (with remote control) - Switch panels (qty 4) with Source Select and Call butt on - Audio plays over headsets only, not speakers

v. Paragraph 8 (Late Delivery) of Article VI (Standard Terms and Conditions) of the Agreement, is hereby deleted in its entirety and replaced with the following:

8. ***Late Delivery*** – Sikorsky's providing the Buyer with (a) a US$175,000 credit with AAG and other benefits described in Section 3iii of Amendment No. 4 to this Agreement, (b) the revised configuration at no additional charge to the Buyer, and (c) a US$20,000 reduction in the Completion Services Final Payment as described in Sections 3vii and 3viiii of Amendment No. 4 to this Agreement, shall be the exclusive remedies to the Buyer for the delivery delay under the Agreement.

vi. Paragraph 7 (Charter Time) of Article II (Description of Sale) is hereby deleted in its entirety

vii. Paragraph F. (Completion Services Unit Price), Paragraph G. (Deluxe Executive Helicopter Unit Price), Paragraph H. (Total Contract Price) and Paragraph I.5. (Completion Services Final Payment) of Article I (Definitions/Information for this Agreement) are hereby deleted and replaced with the following:

F. Completion Services Unit Price: US$3,080,000

G. Deluxe Executive Helicopter Unit Price: US$11,680,000

H. Total Contract Price: US$11,680,000

I. Payments:

5. Completion Services Final Payment: US$1,250,000

SDNY_GM_00003276

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262005

EFTA02727772

viii. Paragraph 1.d (Completion Services Final Payment) of Article III (Prices/Payment Schedule) is hereby deleted and replaced with the following:

d. *Completion Services Final Payment* – in the amount of One Million Two Hundred Fifty Thousand USD (US$1,250,000) per Helicopter is due on the date of Buyer's acceptance of the Completion Services. If Buyer does not make itself available for presentation and acceptance of the Helicopter, the Completion Services Final Payment shall be due within ten (10) days following receipt by Buyer of written notification that the Helicopter is ready for presentation and acceptance. If Buyer's failure to make itself available is attributable to causes that would be an Excusable Delay as defined in Article VI.1, then, without impairing any of Sikorsky's rights under Article VI.2., Buyer shall be afforded such time as may be reasonably required to remove such causes.

4. ***Reaffirmation:*** Except as modified above, all of the provisions of the Agreement remain the same, and the Agreement, as modified hereby, is reaffirmed.

IN WITNESS WHEREOF, this Amendment has been executed by each party's authorized representative.

Shmitka Air, Inc.

Sikorsky Aircraft Corporation

By:	Darren K. Indyke	**By:**	
Name:	Darren K. Indyke	**Name:**	
Title:	Vice President	**Title:**	
Date:	March 9, 2010	**Acceptance Date:**	

SDNY_GM_00006366

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262006

EFTA02727773

SHMITKA AIR, INC.
Authorized Representative
Designation

Shmitka Air, Inc., formerly known as Air Ghislaine, Inc., hereby designates Lawrence P. Visoski as its authorized representative for the purpose of accepting delivery and title to the helicopter described below in respect of the completion aircraft delivery in accordance with the S-76 New Helicopter Sales Agreement Number S76TD6167A dated December 17, 2007, as amended, regarding the helicopter described below with Sikorsky Aircraft Corporation and to take all necessary actions and execute all necessary documents pertaining thereto:

Sikorsky S-76C with Ariel 2S2 Engines (Commonly referred to as S76C++)
Serial Number 760750
Registration Number N750A (N722JE)
Turbomeca Engine Numbers 42285 and 42286

IN WITNESS WHEREOF, Shmitka Air, Inc. has caused this designation to be executed this 9 day of March 2010.

Shmitka Air, Inc.

By: Darren K. Indyke

Name: Darren K. Indyke

Title: Vice President

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

SHMITKA AIR, INC.

Sikorsky Aircraft Corporation
6900 Main Street
Stratford,CT 06615
Attn: Christopher Shurkus

March 8, 2010

Subject: Notification of Name Change

Dear Chris,

Please be advised that on or about February 12, 2010, Air Ghislaine, Inc. filed an amendment to its Certificate of Incorporation with the Delaware Secretary of State, changing its name from "Air Ghislaine, Inc." to "Shmitka Air, Inc." Because the Secretary of State was closed on February 11, 2010, when the document was submitted to the corporate service company a request was made for the filing to be effective on February 11, 2010. In any event, this corporate name change is now effective.

The change of the corporate name of Air Ghislaine, Inc. was a change of name only; it did nothing to effect the valid and existing legal identity, existence or status of this corporate entity. It did not in any way change or modify any of the corporate entity's rights or obligations under any existing agreements that the corporate entity entered into prior to the name change, including without limitation, that certain S-76C++ New Helicopter Sales Agreement between Assignor and Sikorsky Aircraft Corporation dated on or about December 17, 2007, as amended (the "Sales Agreement"), related to the sale of that certain S-76C++ helicopter with manufacturer's serial number 760750. Thus, the rights and obligations of this corporate entity under the Sales Agreement remain in full force and effect after the name change to the same extent that they existed immediately prior to the name change, with the exception that moving forward any and all agreements, amendments, designations, acceptances, communications or other documents to be addressed to or executed by this corporate entity in connection with the Sales Agreement shall be addressed to or executed by the corporate entity in the name of Shmitka Air, Inc. with the same effect as if they were addressed to or executed in the name of Air Ghislaine, Inc.

Sincerely

Darren K. Indyke
Title: Vice President

SDNY_GM_00003369

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262008

EFTA02727775

Acknowledged & Agreed:

Sikorsky Aircraft Corporation

Name: CHRIS SHURKUS
Title: S-76 Deputy PM

SDNY_GM_00005280

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262009

EFTA02727776

CERTIFICATE OF HELICOPTER ACCEPTANCE

Pursuant to the S-76C++ New Helicopter Sales Agreement 76TD6167A dated December 17, 2007, as **amended, between Sikorsky Aircraft Corporation and Air Ghislaine, Inc. (now known as Shmitka Air, Inc.)**

Completion Acceptance – Lawrence P. Visoski, for and on behalf of Shmitka Air, Inc. hereby accepts delivery and title of the helicopter described below on the 9th day of March 2010 at 4:30 p.m. hours local time.

Aircraft Description -

Sikorsky S-76C with Arriel 2S2 Engines (commonly referred to as S76C++)
Serial Number 760750
Registration Number N750A (N722JE)
Turbomeca Engine Numbers 42285 and 42286

IN WITNESS WHEREOF, Shmitka Air, Inc., (f/k/a Air Ghislaine, Inc.), has caused this certificate to be executed this 9 day of March, 2010.

SHMITKA AIR, INC.

Signature: L.V.P.

Name: LAWRENCE VISOSKI JR.

Title: DIRECTOR of OPERATIONS

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Sikorsky Aircraft Corporation
6900 Main Street - P.O. Box 9729
Stratford, Connecticut 06615-9129
(203) 386-4000

RMS No. 156552C

Sales Agreement 76TD6167A dated December 17, 2007

SHIPPED TO:
Fly-Away

INVOICE NO.:
INVOICE DATE:

OUR ORDER NO.:

SHEET NO. 2 of 2

ITEM	QUANTITY SHIPPED	PART NO.	DESCRIPTION	QUANTITY BILLED	UNIT BALANCE	AMOUNTS IN U.S. DOLLARS
		CERTIFICATION:				
		INVOICE AND ORIGIN CERTIFICATION: "We certify that this invoice is, in all respects, correct and true, both as regards to the price and to the description of the goods referred to therein, and that the countries of origin or manufacture of the goods are the United States of America a."				
		GREEN AIRCRAFT ACCEPTANCES: BY SIKORSKY QUALITY ASSURANCE:				
		SUPERVISOR BY CUSTOMER: SIKORSKY AIRCRAFT HELICOPTER MODEL S-76C (with Arriel 2S2 engines (commonly referred to as S76C++), SERIAL NO. 760750 Registration Number N750A (N722JE) AS DEFINED ABOVE, IS HEREBY ACCEPTED AT Sikorsky Aircraft Stratford, CT USA NAME: LAWRENCE VISOSKI DOO TITLE: DIRECTOR OF OPERATIONS DATE: 03-09-2010				

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

CERTIFICATE OF HELICOPTER ACCEPTANCE

Pursuant to the S-76C++ New Helicopter Sales Agreement 76TD6167A dated December 17, 2007, as **amended, between Sikorsky Aircraft Corporation and Air Ghislaine, Inc. (now known as Shmitka Air, Inc.)**

Completion Acceptance – Lawrence P. Visoski, for and on behalf of Shmitka Air, Inc. hereby accepts delivery and title of the helicopter described below on the 9th day of March 2010 at 1600 hrs. hours local time.

Aircraft Description -

Sikorsky S-76C with Arriel 2S2 Engines (commonly referred to as S76C++)
Serial Number 760750
Registration Number N750A (N722JE)
Turbomeca Engine Numbers 42285 and 42286

IN WITNESS WHEREOF, Shmitka Air, Inc., (f/k/a Air Ghislaine, Inc.), has caused this certificate to be executed this ____ day of March, 2010.

SHMITKA AIR, INC.

Signature: _____

Name: Lawrence Visoski Jr.

Title: Director of Operations

SDNY_GM_00005283

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Sikorsky Aircraft Corporation
6900 Main Street - P.O. Box 9729
Stratford, Connecticut 06615-9129
(203) 386-4000

RMS No. 156552C

Sales Agreement 76TD6167A dated December 17, 2007

SHIPPED TO:
Fly-Away

INVOICE NO.:
INVOICE DATE:

OUR ORDER NO.:

SHEET NO. 2 of 2

ITEM	QUANTITY SHIPPED	PART NO.	DESCRIPTION	QUANTITY BILLED	UNIT BALANCE	AMOUNTS IN U.S. DOLLARS
		CERTIFICATION: INVOICE AND ORIGIN CERTIFICATION: "We certify that this invoice is, in all respects, correct and true, both as regards to the price and to the description of the goods referred to therein, and that the countries of origin or manufacture of the goods are the United States of America a.."				
		GREEN AIRCRAFT ACCEPTANCES: BY SIKORSKY QUALITY ASSURANCE:				
		SUPERVISOR BY CUSTOMER: SIKORSKY AIRCRAFT HELICOPTER MODEL S-76C (with Arriel 2S2 engines (commonly referred to as S76C++) , SERIAL NO. 760750 Registration Number N750A (N722JE) AS DEFINED ABOVE, IS HEREBY ACCEPTED AT Sikorsky Aircraft Stratford, CT USA NAME: LAWRENCE VISOSKI DOD TITLE: DIRECTOR OF OPERATIONS DATE: 03-09-2010			

SDNY_GM_00006284

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262013

EFTA02727780

Completion Change Directive
Sikorsky Commercial Programs

(This document is originated by Sikorsky Program Management to direct urgent changes to contracted aircraft completions statement of work in advance of formal PWA flowdown. Keystone Program Management provides acknowledgement of the direction and may define consequential implications, if known)

Applicability: S-76 Customer: Air Ghislaine II
Aircraft Serial Number: 760750

Action Description:

Delete
90048 Custom Aft-Facing Bench Seat, Three to Four Place, with Shortened Single Center Fold-Down Padded Arm Rest
90049 Custom Forward-Facing Bench Seat, Three to Four Place with shortened Single Center Fold-Down Padded Arm Rest

Add
63010 Aft Facing Bench, Three/Four Passenger w/ 3 Under-Seat Storage Drawers
90052 Custom Forward-Facing Bench Seat, Three to Four Place with Single Center Custom Fold-Down Arm Rest with Custom Storage Compartments
90053 Custom Upholstery Modification to Forward and Aft Seat Benches, as well as Additional Outboard Cushion Styling
90054 Move pilot seat aft slightly 1.5 inches

Change
In 90037, change "#1 VHF" to "#2 VHF"
In 90039, change description to:
90039 Cabin Entertainment System with:
~4 Audio sources: iPod dock, auxiliary stereo audio input, XM Radio from Garmin GDL-69A (with remote control), and ATC audio from VHF #2
~Audio source selection switch panel and call pilot switch panel
~Audio plays over headsets only, not speakers
Registration number changes from N908CM to N722JE. Number will be painted in Sherwin Williams Jet Glo, Nebula 08452, lettering will be in "plain round"
Keystone to revise locations of Bose cabin headset hooks as per discussion with customer in FL and layouts provided Oct. 29, 09

SDNY_GM_00006385

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262014

EFTA02727781

Effectivity: ■ Immediate Action
☐ Calendar Date

Authorized by: _____ Date: 10/26/09
Sikorsky Program Manager

Acknowledged by: _____ Date:
Keystone Program Manager

Implications if known:

_____

_____

_____

_____

SDNY_GM_00006286

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Completion Change Directive
Sikorsky Commercial Programs

(This document is originated by Sikorsky Program Management to direct urgent changes to contracted aircraft completions statement of work in advance of formal PWA flowdown. Keystone Program Management provides acknowledgement of the direction and may define consequential implications, if known)

Applicability: S-76 Customer: Air Ghislaine II
Aircraft Serial Number: 760750

Action Description:
Attached are the add/deletes for the latest amendment. Revised specs will be sent to SGH, amendment will be signed the week of June 22nd. Please move forward with ordering these parts, the customer has accepted a December delivery. Please see the attached for the add/deletes.

Effectivity: ☒ Immediate Action
☐ Calendar Date

Authorized by: _____ Date: 6/19/09
Sikorsky Program Manager

Acknowledged by: _____ Date:
Keystone Program Manager

Implications if known:

_____
_____
_____
_____

SDNY_GM_00006287

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

ID	Task Name	Actual Start	Actual Finish	Start	Finish	% Complete	Duration	Deadline
1	760750 Air Ghislaine	NA	NA	10/22/09	1/5/10	0%	63 days	NA
2	Parts	NA	NA	10/22/09	10/22/09	0%	1 day	NA
3	C4 (Motor Assbly)	NA	NA	10/22/09	10/22/09	0%	1 day	NA
4	Engineering	NA	NA	10/22/09	10/22/09	0%	1 day	NA
5	Various Engineering Drawings	NA	NA	10/22/09	10/22/09	0%	1 day	11/11/09
6	Paint	NA	NA	10/22/09	11/11/09	0%	18 days	NA
7	A/C Structure Paint Cycle	NA	NA	10/22/09	11/11/09	0%	15 days	NA
8	Avionics	NA	NA	11/12/09	12/12/09	0%	24 days	NA
9	Terminate	NA	NA	11/12/09	11/20/09	0%	8 days	NA
10	Ringouts	NA	NA	11/21/09	11/30/09	0%	5 days	NA
11	Power Checks	NA	NA	12/1/09	12/1/09	0%	1 day	NA
12	Close	NA	NA	12/2/09	12/8/09	0%	6 days	NA
13	Dress & Clamp	NA	NA	12/2/09	12/8/09	0%	6 days	NA
14	Populate	NA	NA	12/2/09	12/5/09	0%	4 days	NA
15	Ground ATPs	NA	NA	12/9/09	12/12/09	0%	4 days	NA
16	Avionics Backshop	NA	NA	10/22/09	10/24/09	0%	3 days	NA
17	Backshop Components	NA	NA	10/22/09	10/24/09	0%	3 days	11/24/09
18	Fabrication	NA	NA	10/23/09	10/26/09	0%	3 days	NA
19	C4	NA	NA	10/23/09	10/26/09	0%	3 days	NA
20	Interiors	NA	NA	12/14/09	12/18/09	0%	5 days	NA
21	Final Install	NA	NA	12/14/09	12/18/09	0%	5 days	NA
22	Upholstery	NA	NA	12/17/09	12/18/09	0%	2 days	NA
23	Installation	NA	NA	12/17/09	12/18/09	0%	2 days	NA
24	Mechanical	NA	NA	11/12/09	12/14/09	0%	24.5 days	NA
25	Recowling	NA	NA	11/12/09	11/12/09	0%	1 day	NA
26	Flight Controls	NA	NA	12/14/09	12/14/09	0%	0.5 days	NA
27	Rig Checks	NA	NA	12/14/09	12/14/09	0%	0.5 days	NA
28	Gear Swing	NA	NA	12/14/09	12/14/09	0%	0.5 days	NA
29	C4 Testing	NA	NA	12/9/09	12/12/09	0%	4 days	NA
30	KHC Inspection	NA	NA	12/14/09	12/14/09	0%	0.5 days	NA
31	FDC	NA	NA	12/15/09	1/8/10	0%	16 days	NA
32	RTS	NA	NA	12/19/09	12/23/09	0%	4 days	NA
33	STC Testing	NA	NA	12/26/09	12/28/09	0%	2 days	NA
34	Wi-Fi Testing	NA	NA	12/26/09	12/28/09	0%	2 days	NA
35	Flights	NA	NA	12/29/09	1/4/10	0%	5 days	NA
36	Source Inspection	NA	NA	12/29/09	12/29/09	0%	0.5 days	NA
37	SAC/VIP Interior Inspection	NA	NA	12/29/09	12/30/09	0%	2 days	NA
38	Customer Acceptance Begins	NA	NA	1/5/10	1/5/10	0%	1 day	12/15/09
39	*Customer Acceptance*	*NA*	*NA*	*1/5/10*	*1/9/10*	*0%*	*5 days*	*NA*

SDNY_GM_00003288

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262017

EFTA02727784

Shurkus, Christopher R SIK

From: Fain, Teresa A SGH
Sent: Tuesday, November 10, 2009 5:04 PM
To: Shurkus, Christopher R SIK
Cc: Cawley, Brendan SGH; D'Angelo, Paul SIK; Dioguardi, Cheryl SIK
Subject: RE: Air Ghislaine Margin reduction

Hi Chris: Here is where the financials stand on Air Ghislaine – both Stratford and Coatesville.

Air Ghislaine - A/C 750

Stratford Completion LE:	
Revenue	$ 3,586.19
COS	$ 3,109.89
Margin	$ 476.30
Coatesville Completion LE	
Revenue	$ 2,498.43
COS	$ 2,915.27
Margin	$ (416.83)
Total Margin:	$ 59.47
Available Management Reserve:	$ 47.00

I thought this might be helpful for tomorrow's meeting. I have also forwarded your invite to Brendan Cawley since he is working on the quote.

Regards,
Terry

Terry Fain
S76 Program - Financial Control
Sikorsky Global Helicopters
110 E. Stewart Huston Drive
Coatesville, PA 19320
[redacted]

-----Original Appointment-----
From: Shurkus, Christopher R SIK
Sent: Tuesday, November 10, 2009 1:21 PM
To: Dioguardi, Cheryl SIK; D'Angelo, Paul SIK; Fain, Teresa A SGH; Shurkus, Christopher R SIK; Cawley, Brendan SGH
Subject: Air Ghislaine Margin reduction
When: Wednesday, November 11, 2009 1:00 PM-2:00 PM (GMT-05:00) Eastern Time (US & Canada).
Where: telecom
Importance: High

SDNY_GM_00003289

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262018

EFTA02727785

December 2009

December 2009

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January 2010

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Monday	Tuesday	Wednesday	Thursday	Friday	Sat/Sun
	December 1	2	3	4	5
	JJI				6
7	8	9	10	11	12
	Law 9 Visit				13
14	15	16	17	18	19
	FDC →		This week		20
21	22	23	24	25	26
					27
28	29	30	31		

[redacted] SGH 1 11/17/2009 11:10 AM

SDNY_GM_00003290

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

January 2010

January 2010

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 2010

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

Monday	Tuesday	Wednesday	Thursday	Friday	Sat/Sun
				January 1, 2010	2
					3
4	5	6	7	8	9
Air Done	Source,	Comm/TSL			10
11	12	13	14	15	16
LV Arrive				Depart	17
18	19	20	21	22	23
					24
25	26	27	28	29	30
					31

[redacted]

SGH 2 11/17/2009 11:10 AM

SDNY_GM_00003280

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Code	Description
	ADDITIONS
35055	FMS, Universal UNS-1Fw (WAAS FMS) with LPV Monitor (assumes 1st)
80092	Enhanced Door Pins, Cockpit
85037	Anti-Collision LED Light, Red, Top
85039	Anti-Collision LED Light, Red, Bottom
85040	LED Position Lights
90022	Customize ceiling reading lights. Relocate one reading light from each group to the outboard area of the ceiling, to be centered on outboard passenger seats.
90024	Relocate the reading light switches to the overhead area, adjacent to the reading lights. Relocate the dome light switches on the same panel as the relocated outboard lights, in the outboard position.
90025	Satellite phone system with WiFi Server to support Blackberry email. Includes cabin handset and cockpit dialer. (Note: there is significant technical and certification risk with the WiFi portion of this installation. If WiFi function has to be abandoned, only the satellite phone portion will be installed)
90029	LED Landing Lights, left and right, with pulse capability
90030	LED Recognition Lights, with pulse capability
90031	Garmin GDL-69A XM weather receiver with XM radio receive capability. XM radio audio output will be connected to cabin headsets only (Ref. Option 90039).
90032	Four 110 Volt AC outlets in cabin, powered by 1000 VA converter hooked to AC generator. Outlets to include flip covers.
90033	Four 12 Volt DC automotive-type jacks in cabin, with covers
90034	Modify cabin interior door handle lighting per customer preference. Remove the standard strip of LED lights and replace with single, concealed light source to provide a uniform illumination of the handle area
90036	Cabin ICS system with 8 Bose headset jacks, with Call function. Headsets not connectable to satellite phone.
90037	Connection of audio from the #1 VHF radio (COM 1) to the cabin ICS circuit, with on/off switch in cockpit
90039	Cabin Entertainment System with: - 3 Audio sources: iPod dock, auxiliary stereo audio input, and XM Radio from Garmin GDL-69A (with remote control) - Switch panels (qty 4) with Source Select and Call button - Audio plays over headsets only, not speakers
90040	Redesign Forward cabin Bulkhead to extend lower than the bottom of the standard narrow windows
90042	Custom Cabin Interior
90044	Custom Cabin Headset Hooks (Quantity 8)
90045	Shoe-cleaning Mat on Boarding Steps LH/RH
90046	HEEDS Bottle Mounts on Cockpit Side Posts (similar to a/c 698 & 700)
90047	Umbrella Holders on Inside of Baggage Compartment Doors (similar to a/c 698)
90048	Custom Aft-Facing Bench Seat, Three to Four Place, with Shortened Single Center Fold-Down Padded Arm Rest

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Code	Description
	ADDITIONS
90049	Custom Forward-Facing Bench Seat, Three to Four Place, with Shortened Single Center Fold-Down Padded Arm Rest
90050	LED Logo Lights
90051	Custom Carpet, Patterned throughout
	Subtotal

Code	Description
	DELETIONS
30061	Cabin ICS
30093	Cabin Call System
32024	Satellite Communications System, AirCell ST3100
35053	FMS – Universal UNS-1F w/Go Around Switch wired to the Collective
63013	Aft Facing Bench - 3/4 Place
63085	Cabin Coat Hooks, Two
80090	Vertical Pylon Access Panels, CSN 76-207
83055	Remove LH Accessory Drive - CSN 76-205
85036	Anti-Collision Light, Red – Bottom
85051	Landing Light – LH Main Gear
85061	Recognition Lights – Forward Facing
85063	Logo Lights
85071	Pulselight System
85072	Pulse Landing Lights
85073	Pulse Recognition Lights
90004	Relocate reading lights from center cabin ceiling to above outboard passenger system
90005	Eight Bose headset jacks for use with the cabin ICS in the cabin (custom locations)
90006	Satcom System to be installed without the cockpit intercom capability (ref. code 32024)
90009	Audio input jack in cabin for Ipod type device. Entertainment audio to be heard in all cabin Bose headsets. No other controls, volume controlled via iPod device
90012	Boarding Steps to Be Surfaced With Coarse Non-Skid

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Code	Description
	ADDITIONS
90013	Fwd facing bench seat, 3-4 passenger, W/wide single fold down armrest for right hand passenger. Armrest shall be shortened from the standard length and provide storage inside under lid for IPOD/Cell phone jacks (reference 90021 & 90009) and holders for customer furnished IPOD/Cell phone.
90015	Sheep skin throw carpet for cabin floor.
90016	Headset Hangers
90017	Customer Cabin Interior Materials Customer Furnished Materials (Leather, Carpet, Sheepskin, Panel Covering) Custom Upholstery Work
90021	Cell phone Interface into the cabin ICS system. Connection to be in the fold down armrest of the 90013 fwd facing bench seat with ability to select the cell phone connection for any occupant on the fwd facing bench seat (4) positions. Tied to Weight-on-Wheels switch to disable in-flight use

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

S-92	Completion Option Pricing						
Customer	Air Ghislaine						
S/N	760750						
Date	05/14/09						
Prepared:	Brendan Cawley						
Proposal:	C Shurkus RFQ	1,008,911	38,228	47,785	1,031,848	166,961	366,746

	Description	Price		Incurred Cost	Incurred Price on Deleted Items	Price To customer		
35085	(assumes 1st)	145,173	$	-		145,173	116,139	145,173
90002	Enhanced Door Pins, Cockpit	3,243	$	-		3,243	2,595	3,243
90037	Anti-Collision LED Light, Red, Top	4,610	$	-		4,610	3,688	4,610
90039	Anti-Collision LED Light, Red, Bottom	4,610	$	-		4,610	3,688	4,610
90040	LED Position Lights	6,324	$	-		6,324	5,060	6,324
90022	Customize ceiling reading lights. Relocate one reading light from each group to the outboard area of the ceiling, to be centered on outboard passenger seats.	26,521	$	-		26,521	12,260	15,249
90024	Relocate the reading light switches to the overhead area, adjacent to the reading lights. Relocate the dome light switches on the same panel as the relocated outboard lights, in the outboard position.	80,393	$	-		80,393	36,981	46,226
90026	ICG satelite phone system with NetMail WiFi Server to support Blackberry email. Includes cabin handset and cockpit dialer. (Note: there is significant technical and certification risk with the WiFi portion of this installation. If WiFi function fails to	278,224	$	-		278,224	128,603	156,284
90028	LED Landing Lights, left and right, with pulse capability	8,580	$	-		8,580	3,947	4,933
90030	LED Recognition Lights, with pulse capability	31,629	$	-		31,629	14,553	18,129
90031	Garmin GDL-69A XM weather receiver with XM radio receive capability. XM radio audio output will be connected to cabin headsets only (Ref. Option 90030).	12,837	$	-		12,837	5,905	7,361
90032	Four 115 Volt AC outlets in cabin, powered by 1000 VA converter hooked to AC generator. Outlets to include flip covers.	20,809	$	-		20,809	9,572	11,985
90033	Four 12 Volt DC automotive-type jacks in cabin, with covers.	44,621	$	-		44,621	20,526	25,697
90034	Modify cabin interior door handle lighting per customer preference. Remove the standard strip of LED lights and replace with single, concealed light source to provide a uniform illumination of the handle area.	6,780	$	-		6,780	3,119	3,899
90036	Cabin ICS system with 8 Bose headset jacks, with Call function. Headsets not connectable to satellite phone.	68,782	$	-		68,782	31,639	39,538
90037	Connection of audio from the #1 VHF radio (COM 1) to the cabin ICS circuit, with on/off switch in cockpit.	14,287	$	-		14,287	6,572	8,215
90038	Cabin Entertainment System with: - 3 Audio sources: iPod dock, auxiliary stereo audio input, and XM Radio from Garmin GDL-69A (with remote control) - Switch panels (qty 4) with Source Select and Call button - Audio plays over headsets only, not speakers	29,099	$	-		29,099	13,386	16,732
90040	Redesign Forward cabin bulkhead to extend lower lip on the bottom of the standard narrow windows.	17,107	$	-		17,107	7,869	9,838
90042	Custom Cabin Interior	842,217	$	-		842,217	349,420	311,776
90044	Custom Cabin Headset Hooks (Quantity 8)	7,788	$	-		7,788	3,672	4,486
90046	Door Cleaning Mat on Stairway Steps (LH/RH)	2,989	$	-		2,989	2,375	2,989
90045	HEADS Boom Mounts on Cockpit Side Posts (similar to a/c 698 & 700)	2,984	$	-		2,984	2,372	2,984
90047	Umbrella Holders on Inside of Baggage Compartment Doors (similar to a/c 698)	3,153	$	-		3,153	2,622	3,153
90048	Custom Aft-Facing Bench Seat, Three to Four Place, with Reclined Single Center Fold-Down Padded Arm Rest	110,773	$	-		110,773	56,632	69,539
90049	Custom Forward-Facing Bench Seat, Three to Four Place, with Shortened Single Center Fold-Down Padded Arm Rest	110,773	$	-		110,773	56,632	69,539
90050	LED Logo Lights	19,171	$	-		19,171	8,818	11,033
90051	Custom Carpet, Patterned throughout	89,485	$	-		89,485	41,140	51,425
		-	$	-		-	-	-
		-	$	-		-	-	-
			$	-		-	-	-
	Subtotal	1,991,738		-	-	1,991,738	847,982	1,060,838
	Margin							

SDNY_GM_00003285

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

S-92	Completion Option Pricing						
Customer	Air Ghislaine						
S/N	760750						
Date	05/14/09						
Prepared	Brendan Cawley						
Requested	C. Shurkus RFQ	1,008,611	38,229	47,785	1,031,640	166,961	398,746

Code	Description	Price	Incurred Cost	Incurred Price on Deleted Items	Price To customer		
	ADDITIONS						
Code	Description	Contracted Price	Incurred Cost	Incurred Price on Deleted Items	Price To customer		
	DELETIONS						
30061	Cabin ICS	$ (25,640)	$ -		(25,640)	(25,640)	(25,640)
30093	Cabin Call System	$ (9,590)			(9,590)	(9,590)	(9,590)
32024	Satellite Communications System, AirCell ST3100	$ (62,340)	$ 18,588	$ 23,808	(38,732)	(38,732)	(38,732)
38053	FMS – Universal UNS-1F w/Go Around Switch wired to the Collective	$ (124,720)			(124,720)	(124,720)	(124,720)
63000	Full Interior Outfit	-150000			-150000	(150,000)	(150,000)
63013	Aft Facing Bench - 3/4 Place	$ (69,460)			(69,460)	(69,460)	(69,460)
63085	Cabin Coat Hooks, Two	$ (1,010)			(1,010)	(1,010)	(1,010)
80090	Vertical Pylon Access Panels, CSN 76-007	$ (6,760)			(6,760)	(6,760)	(6,760)
83066	Remove LH Accessory Drive - CSN 76-206	$ (1,820)			(1,820)	(1,820)	(1,820)
85035	Anti-Collision Light, Red – Bottom	$ (10,110)			(10,110)	(10,110)	(10,110)
85061	Landing Light – LH Main Gear	$ (10,830)	$ 2,166	$ 2,507	(6,123)	(6,123)	(6,123)
85061	Recognition Lights – Forward Facing	$ (14,420)	$ 2,520	$ 2,782	(11,638)	(11,638)	(11,638)
85063	Logo Lights	$ (9,930)	$ 1,994	$ 2,330	(7,600)	(7,600)	(7,600)
85071	Pulselight System	$ (19,870)	$ 3,874	$ 4,593	(15,378)	(15,378)	(15,378)
85072	Pulse Landing Lights	$ -	$ 3,874	$ 4,592	4,592	4,592	4,592
85073	Pulse Recognition Lights	$ (31,680)	$ 3,874	$ 7,374	(24,306)	(24,306)	(24,306)
90004	Relocate reading lights from center cabin ceiling to above outboard passenger sytlem	$ -			-	-	-
90005	Eight Bose headset jacks for use with the cabin ICS in the cabin (custom locations)	$ (27,413)			(27,413)	(27,413)	(27,413)
90006	Satcom System to be installed without the cockpit intercom capability (ref. code 32024)	$ -			-	-	-
90008	Audio input jack in cabin for Ipod type device. Entertainment audio to be heard in all cabin Bose headsets. No other controls, volume controlled via IPod device	$ (3,139)			(3,139)	(3,139)	(3,139)
90012	Grinding Steps to Be Surfaced With Coarse Non-Skid	$ -			-	-	-
90013	Fwd facing bench seat, 3-4 passenger, Whelen single fold down armrest for right hand passenger. Armrest shall be shortened from the standard length and provide storage inside under lid for iPOD/Cell phone jacks (reference 90021 & 90008) and holders for cu	$ (69,550)			(69,550)	(69,550)	(69,550)
90016	Supply skin throw carpet for cabin floor.	$ (2,390)			(2,390)	(2,390)	(2,390)
90018	Headset Hangers	$ (2,610)			(2,610)	(2,610)	(2,610)
90017	Customer Cabin Interior Materials Customer Furnished Materials (Leather, Carpet, Sheepskin, Panel Covering) Custom Upholstery Work	$ (38,940)			(38,940)	(38,940)	(38,940)
90017	Materials Credit for Code 63000 due to Customer Furnished Interior Materials	$ 22,796			-	-	-
90021	Cell phone interface into the cabin ICS system. Connection to be in the fold down armrest of the 90013 fwd facing bench seat with ability to select the cell phone connection for any occupant on the fwd facing bench seat (6) positions. Tied to Weight-on-Wh	$ (16,737)			(16,737)	(16,737)	(16,737)
					-	-	-
					-	-	-
					-	-	-
	Subtotal	(665,117)	38,229	47,785	(580,052)	(580,052)	(580,052)
	Margin						
	TOTAL Price	1,008,611	38,229	47,785	1,031,640	166,961	398,746

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

S-92 **Completion Option Pricing** — SIKORSKY GLOBAL HELICOPTERS

Customer: Air Ghislaine
S/N: 760750
Date: 06/14/09
Prepared: Brendan Cawley
Requested: C. Shuttus RFQ

	Description											Price	Incurred Cost	Increased Price on Deleted Items	Price To Customer		
00005	Monitor (upgrade to)	288	18,464	97,875	116,339		-	116,339	145,173	145,173	20%	80	145,173	$ -		145,173	116,139	145,173
00007	Enhanced Door Pins, Cockpit	14	898	1,097	2,595		-	2,595	3,243	3,243	20%	30	3,243	$ -		3,243	2,595	3,243
00017	Anti-Collision LED Light, Red, Top	43	2,757	931	3,688		-	3,688	4,610	4,610	20%	62	4,610	$ -		4,610	3,688	4,610
00018	Anti-collision LED Light, Red, Bottom	43	2,757	931	3,688		-	3,688	4,610	4,610	20%	62	4,610	$ -		4,610	3,688	4,610
00019	Led Position Lights	69	3,250	1,454	4,704		-	4,704	5,880	5,880	20%	67	5,880	$ -		5,880	4,704	5,880
00022	Customize ceiling reading lights. Relocate one reading light from each group to the outboard area of the ceiling, to be centered on outboard passenger seats	45	2,757	-	2,757	130	9,445	12,202	28,521	28,521	57%		28,521	$ -		28,521	12,202	16,319
00024	Relocate the reading light switches to the overhead sites, adjacent to the reading lights. Relocate the courtesy light switches on the stereo panel as the relocated outboard lights, in the outboard position.	42	2,621	27,648	30,269	60	6,255	36,524	60,389	60,389	40%		60,389	$ -		60,389	36,524	45,336
00026	IDS satellite phone system with NetMod WiFi Server to support Blackberry email. Includes cabin handset and cockpit duster (Note: there is significant technical and certification risk with the WiFi portion of this installation. If WiFi function has to	341	19,442	46,727	66,169	780	60,434	126,603	275,234	275,234	54%		275,234	$ -		275,234	126,603	155,264
00029	LED Landing Lights, left and right, with pulse capability	24	1,536	2,408	3,943		-	3,943	8,580	8,580	54%		8,580	$ -		8,580	3,943	4,836
00030	LED Recognition Lights, with pulse capability	139	8,060	6,948	14,809		-	14,809	31,629	31,629	54%		31,629	$ -		31,629	14,809	16,820
00031	Garmin GDL-69A XM weather receiver with XM radio receive capability. XM radio audio output will be connected to cabin headsets only (Ref. Option 00029)	30	2,306	3,897	5,906		-	5,906	12,837	12,837	54%		12,837	$ -		12,837	5,906	7,281
00032	Four 110 Volt AC outlets in cabin, powered by 1000 VA converter hooked to AC generator. Outlets to include flip covers	16	4,744	3,384	7,968	36	1,574	9,572	20,809	20,809	54%		20,809	$ -		20,809	9,572	11,065
00033	Four 12 Volt DC automotive-type outlets in cabin, with covers	100	12,083	4,699	16,748	40	3,777	20,525	44,621	44,621	54%		44,621	$ -		44,621	20,525	25,727
00034	Modify cabin stepper door handle lighting per customer preference. Remove the standard strip of LED lights and replace with single, concealed light source to provide a uniform illumination of the handle area	0	513	88	601	30	2,518	3,119	6,780	6,780	54%		6,780	$ -		6,780	3,119	3,660
00035	L-3SR SLS system with a push-to-press panel, with Call function. Headsets not connected to satellite phone	269	19,464	11,988	30,572	90	1,239	31,811	69,762	69,762	54%		69,762	$ -		69,762	31,811	38,030
00037	Connection of audio from the #1 VHF radio (COM 1) to the cabin ICS circuit, with on/off switch in cockpit	20	1,601	249	1,851	60	4,721	6,572	14,287	14,287	54%		14,287	$ -		14,287	6,572	8,215
00039	Cabin Entertainment System with - 3 Audio sources: iPod dock, auxiliary stereo audio input, and XM Radio from Garmin GDL 69A (with remote control) - Switch panel (qty 4) with Source Select and Call button - Audio amps over headsets only, and speakers	62	5,257	3,497	8,754	80	4,721	13,385	29,099	29,099	54%		29,099	$ -		29,099	13,385	16,732
00040	Redesign Forward cabin bulkhead to extend lower than the bottom of the standard narrow windows	-	-	-	-	160	7,888	7,888	17,167	17,167	54%		17,167	$ -		17,167	7,888	9,836
00042	Custom Cabin Interior	-	-	249,420	249,420	-	-	249,420	542,217	542,217	54%		542,217	$ -		542,217	249,420	311,775
00044	Custom Cabin Headliner Panels (Quantity 3)	16	1,028	599	1,627	30	1,850	3,477	7,561	7,561	54%		7,561	$ -		7,561	3,477	4,085
00045	Floor cleaning kit on Baggage Shelf LH/RH	3	193	264	457	26	1,380	2,376	5,167	2,969	20%		2,969	$ -		2,969	2,376	2,969
00046	HEEDS Seats (Quantity as Cockpit Seat Pairs (plastic to s/n 64k & 700)	31	2,082	290	2,372		-	2,372	2,964	2,964	20%		2,964	$ -		2,964	2,372	2,964
00047	Umbrella holders on inside of baggage Compartment Doors (standard on s/n 699)	30	1,282	1,240	2,522		-	2,522	3,153	3,153	54%		3,153	$ -		3,153	2,522	3,153
00048	Custom Aft Facing Bench Seat, Three to Four Place, with Shortened Single Center Fold-Down Padded Arm Rest	90	6,150	41,488	47,788	100	7,888	55,676	120,836	120,836	54%		110,773	$ -		110,773	55,676	69,596
00049	Custom Forward-Facing Bench Seat, Three to Four Place, with Shortened Single Center Fold-Down Padded Arm Rest	91	6,156	41,488	47,787	100	7,888	55,675	120,836	120,836	54%		110,773	$ -		110,773	55,675	69,596
00050	Door Logo Light	40	2,600	2,168	4,918		-	4,918	10,171	10,171	52%		10,171	$ -		10,171	4,918	11,028
00051	Custom Cabin, Partitioned Arrangement	-	-	40,149	41,149		-	41,149	89,436	89,436	54%		89,436	$ -		89,436	41,149	51,435
														$ -				
														$ -				
														$ -				
	Subtotal	2,054	139,691	664,364	794,054	1,850	131,197	925,252	1,910,000	1,910,000			1,681,726	-	-	1,681,726	917,952	1,488,438
	Margin								40%									

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA02727793

EFTA_00262026

SDNY_GM_00003388

EFTA_00262027

EFTA02727794

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

S-92	Completion Option Pricing		Change Acceptance Date ->				SIKORSKY GLOBAL HELICOPTERS											
Customer:	Mr Ghislaine		Original Green Delivery	Original Final Delivery	Add'l Time This Quote	Days												
S/N	60750		12/2009	12/2009	Lead Time	60												
Date	05/14/09				Install	20		Price Basis:		Escalation								
Prepared:	Brendan Cawley				Delay Impact	7												
Requested:	Mr. Shurbus RFQ		Fuel Basis					Price Basis:										
			Labor Rate				Mat'l Rate											
	Description													Price	Incurred Cost	Incurred Price on Deleted Items	Price To	
	Description				MFE Hours									Contracted Price	Incurred Cost	Incurred Price on Deleted Items	Price To customer	
92001	Cabin VCR	119	5,808	2,398	17,207	-	17,207	16,078	a	17,207	0%			$ (26,849)	$ -		(26,849)	(26,849)
92004	Cabin Call System	221	14,141	8,779	22,920	-	22,920	6,716	a	7,200	-214%			$ (6,500)			(6,500)	(6,500)
92004	Satcom Communications System, AirCell STC100	383	18,442	20,376	40,818	-	40,818	43,661	a	47,252	14%	PWA Rev 0		$ (38,732)	$ 10,000	$ 25,000	(38,732)	(38,732)
92083	WS – Universal UNS-1F w/Go Around Switch wired to the Collectives	364	20,125	65,548	85,672	-	85,672	87,305	a	94,450	9%			$ (124,720)			(124,720)	(124,720)
92000	Key Inserts (Kidd)																-150000	(150,000)
92115	Aft Facing Divan - 9G Rated	389	-	49,274	49,274	-	49,274	44,613	a	48,268	17%			$ (69,460)			(69,460)	(69,460)
92086	Cabin Coat Hooks, Twp	2	151	859	907	-	907	799	a	864	-30%			$ (1,010)			(1,010)	(1,010)
92090	Vertical Pylon Access Panels, CSN 78-007	10	5,558	700	4,235	-	4,235	4,723	a	5,110	17%			$ (6,760)			(6,760)	(6,760)
92055	Remove LH Accessory Drop - CSN 78-200	4	266	195	961	-	961	1,065	a	1,007	13%			$ (1,620)			(1,620)	(1,620)
92098	Add/Relocate Light, Red - Bottom	66	5,712	977	6,126	-	6,126	7,909	a	7,956	19%			$ (10,110)			(10,110)	(10,110)
92061	Landing Light – LH Main Gear	119	7,005	4,899	11,840	-	11,840	7,444	a	8,051	-48%	PWA Rev 0		$ (10,130)	$ 2,805	$ 2,567	(9,129)	(9,129)
92061	Recognition Lights – Forward Facing	182	10,364	8,826	18,994	-	18,994	10,000	a	10,819	-48%	PWA Rev 0		$ (14,200)	$ 2,200	$ 2,782	(11,636)	(11,636)
92083	Logo Lights	66	-	3,000	3,066	-	3,066	5,000	a	7,500	59%	PWA Rev 0		$ (9,500)	$ 1,864	$ 2,336	(7,500)	(7,500)
92071	Floodlight System	66	5,279	5,492	11,791	-	11,791	13,000	a	15,123	22%	PWA Rev 0		$ (19,579)	$ 3,674	$ 4,593	(15,179)	(15,179)
92072	Pulse Landing Lights	27	1,740	5,453	7,192	-	7,192	-	a			PWA Rev 0		$ -	$ 3,674	$ 4,502	4,502	4,502
92073	Pulse Recognition Lights	27	1,740	11,022	12,762	-	12,762	22,173	a	23,663	47%	PWA Rev 0		$ (31,500)	$ 1,000	$ 7,374	(24,500)	(24,500)
92004	Relocate reading lights from center cabin ceiling to above outboard passenger system	-	-	-	-	-	-	-	a	-				$ -			-	-
92005	Eight Bose headset jacks for use with the cabin ICS in the cabin (custom locations)	120	7,993	9,850	17,583	-	17,552	19,491	a	21,080	17%			$ (27,413)			(27,413)	(27,413)
92008	Satcom System to be installed without the cockpit telephone assembly (ref code 22008)	-	-	-	-	-	-	-	a					$ -			-	-
92009	Audio input jack in cabin for ipod type device. Entertainment audio to be heard in all cabin Bose headsets. No other controls, volume controlled via iPod device	39	-	579	579	-	579	2,251	a	2,413	72%			$ (3,139)			(3,139)	(3,139)
92012	Boarding Steps to Be Surfaced With Coarse Non-Skid		-	-	-	-	-	-	a					$ -			-	-
92013	Fwd facing bench seat, 3-4 passenger. W/wide single fold down armrest for right hand passenger. Armrest shall be shortened from the standard length and provide storage recess under lid for iPOD/Cell phone jacks (reference 92021 & 92008) and holders for cu	219	14,104	22,425	36,529	-	36,529	40,456	a	43,501	16%			$ (59,550)			(59,550)	(59,550)
92015	Sheep skin Bose carpet for cabin floor	6	513	862	1,475	-	1,475	1,388	a	1,500	26%			$ (2,350)			(2,350)	(2,350)
92016	Headset Hangers	10	1,020	939	1,962	-	1,957	1,957	a	2,000	33%			$ (2,910)			(2,910)	(2,910)
92017	Customer Cabin Interior Materials Customer Furnished Materials (Leather, Carpet, Sheepskin, Panel Covering) Custom Upholstery Work	226	17,830	5,217	22,947	-	22,947	27,000	a	29,053	34%			$ (39,943)			(39,943)	(39,943)
	[redacted] Cabin 63000 due to Customer [redacted] Materials				17,50						22%			$ 22,750			-	-
92021	Cell phone interface into the cabin ICS system. Connection to be at the fold down armrest of the (9001) fwd facing bench seat with ability to select the cell phone connection for any occupant on the fwd facing bench seat (4) positions. Test to Weight-on-Wh	89	5,128	4,280	9,489	-	9,489	11,166	a	12,109	22%			$ (16,737)			(16,737)	(16,737)

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S-92	*Completion Option Pricing*		Change Acceptance Date - >		05/26/09			*SIKORSKY GLOBAL HELICOPTERS*			
Customer	Air Ghislaine	TYPE	Original Green Delivery	Original Final Delivery	Add'l Time This Quote	*Days*	[redacted]				
S/N	760750	VIP	12/08/08	12/15/09	Lead Time	90	[redacted]			Escalation	
Date	05/28/09				Install	20			Price Basis A	[redacted]	
Prepared:	Brendan Cawley				Deliv Impact	7				108.16%	
Requested:	C. Shurkus RFQ	[redacted]	Cost Basis						Price Basis B	[redacted]	
		[redacted]	Labor Rate			[redacted]	NRE Rate			100.00%	
Code	Description	Labor Hours	Labor Cost	Material Cost	Sub-Total Cost	NRE Hours	NRE Cost	TOTAL Cost	Base Price	TOTAL Price	Margin
	ADDITIONS		$	$	$		$	$	$	Escalated $	%
35055	FMS, Universal UNS-1Fw (WAAS FMS) with LPV Monitor (assumes 1st)	288	18,464	97,675	116,139		-	116,139	145,173	145,173	20%
80092	Enhanced Door Pins, Cockpit	14	898	1,697	2,595		-	2,595	3,243	3,243	20%
85037	Anti-Collision LED Light, Red, Top	43	2,757	931	3,688		-	3,688	4,610	4,610	20%
85039	Anti-Collision LED Light, Red, Bottom	43	2,757	931	3,688		-	3,688	4,610	4,610	20%
85040	LED Position Lights	50	3,206	3,454	6,660		-	6,660	8,324	8,324	20%
90022	Customize ceiling reading lights. Relocate one reading light from each group to the outboard area of the ceiling, to be centered on outboard passenger seats.	43	2,757	-	2,757	120	9,443	12,200	26,521	26,521	54%
90024	Relocate the reading light switches to the overhead area, adjacent to the reading lights. Relocate the dome light switches on the same panel as the relocated outboard lights, in the outboard position.	42	2,693	27,993	30,686	80	6,295	36,981	80,393	80,393	54%
90025	ICG satellite phone system with NxtMail WIFi Server to support Blackberry email. Includes cabin handset and cockpit dialer. (Note: there is significant technical and certification risk with the WiFi portion of this installation. If WiFi function has to be abandoned, only the satellite phone portion will be installed)	303	19,442	46,727	66,169	768	60,434	126,603	275,224	275,224	54%
90029	LED Landing Lights, left and right, with pulse capability	24	1,539	2,408	3,947		-	3,947	8,580	8,580	54%
90030	LED Recognition Lights, with pulse capability	135	8,655	5,849	14,503		-	14,503	31,529	31,529	54%
90031	Garmin GDL-69A XM weather receiver with XM radio receive capability. XM radio audio output will be connected to cabin headsets only (Ref. Option 90039).	36	2,308	3,597	5,905		-	5,905	12,837	12,837	54%
90032	Four 110 Volt AC outlets in cabin, powered by 1000 VA converter hooked to AC generator. Outlets to include flip covers.	74	4,744	3,254	7,998	20	1,574	9,572	20,809	20,809	54%
90033	Four 12 Volt DC automotive-type jacks in cabin, with covers	188	12,053	4,696	16,749	48	3,777	20,526	44,621	44,621	54%
90034	Modify cabin interior door handle lighting per customer preference. Remove the standard strip of LED lights and replace with single, concealed light source to provide a uniform illumination of the handle area	8	513	88	601	32	2,518	3,119	6,780	6,780	54%
90036	Cabin ICS system with 8 Bose headset jacks, with Call function. Headsets not connectable to satellite phone.	288	18,464	11,908	30,372	16	1,259	31,631	68,762	68,762	54%

SDNY_GM_00005289

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

S-92	Completion Option Pricing		Change Acceptance Date - >		05/26/09			SIKORSKY GLOBAL HELICOPTERS				
Customer	Air Ghislaine	TYPE	Original Green Delivery	Original Final Delivery	Add'l Time This Quote	Days						
S/N	760750	[redacted]	12/08/08	12/15/09	Lead Time	90	[redacted]					
Date	05/28/09				Install	20				Price Basis	A	Escalation
Prepared:	Brendan Cawley				Deliv Impact	7						108.16%
Requested:	C. Shurkus RFQ	[redacted]	Cost Basis							Price Basis	B	[redacted]
		[redacted]	Labor Rate			[redacted]	NRE Rate					100.00%

Code	Description	Labor Hours	Labor Cost	Material Cost	Sub-Total Cost	NRE Hours	NRE Cost	TOTAL Cost	Base Price		TOTAL Price	Margin
	ADDITIONS		$	$	$		$	$	$			%
90037	Connection of audio from the #1 VHF radio (COM 1) to the cabin ICS circuit, with on/off switch in cockpit	25	1,603	248	1,851	60	4,721	6,572	14,287		14,287	54%
90039	Cabin Entertainment System with: - 3 Audio sources: iPod dock, auxiliary stereo audio input, and XM Radio from Garmin GDL-69A (with remote control) - Switch panels (qty 4) with Source Select and Call button - Audio plays over headsets only, not speakers	82	5,257	3,407	8,664	60	4,721	13,385	29,099		29,099	54%
90040	Redesign Forward cabin Bulkhead to extend lower than the bottom of the standard narrow windows	-	-	-	-	100	7,869	7,869	17,107		17,107	54%
90042	Custom Cabin Interior	-	-	249,420	249,420		-	249,420	542,217		542,217	54%
90044	Custom Cabin Headset Hooks (Quantity 8)	16	1,026	658	1,683	24	1,889	3,572	7,765		7,765	54%
90045	Shoe-cleaning Mat on Boarding Steps LH/RH	3	192	294	486	24	1,889	2,375	2,969		2,969	20%
90046	HEEDS Bottle Mounts on Cockpit Side Posts (similar to a/c 698 & 700)	32	2,052	320	2,372		-	2,372	2,964		2,964	20%
90047	Umbrella Holders on Inside of Baggage Compartment Doors (similar to a/c 698)	20	1,282	1,240	2,522		-	2,522	3,153		3,153	20%
90048	Custom Aft-Facing Bench Seat, Three to Four Place, with Shortened Single Center Fold-Down Padded Arm Rest	96	6,155	36,932	43,087	100	7,869	50,956	110,773		110,773	54%
90049	Custom Forward-Facing Bench Seat, Three to Four Place, with Shortened Single Center Fold-Down Padded Arm Rest	96	6,155	36,932	43,087	100	7,869	50,956	110,773		110,773	54%
90050	LED Logo Lights	88	5,662	3,156	8,818		-	8,818	19,171		19,171	54%
90051	Custom Carpet, Patterned throughout	-	-	41,140	41,140		-	41,140	89,435		89,435	54%
			-		-		-	-			-	
			-		-		-	-			-	
											-	
	Subtotal	2,038	130,629	584,954	715,584	1,552	122,127	837,710	1,691,728		1,691,728	Quote
	Margin										50%	

Code	Description	Labor Hours	Labor Cost	Material Cost	Sub-Total Cost	NRE Hours	NRE Cost	TOTAL Cost	Base Price		TOTAL Price	Margin
	DELETIONS								$			%
30061	Cabin ICS	150	9,608	2,356	11,964		-	11,964	16,078	a	17,390	31%
30093	Cabin Call System	221	14,147	8,675	22,822		-	22,822	6,715	a	7,263	-214%
32024	Satellite Communications System, AirCell ST3100	303	19,442	30,176	49,618		-	49,618	43,641	a	47,202	-5%
35053	FMS – Universal UNS-1F w/Go Around Switch wired to the Collective	314	20,123	65,449	85,572		-	85,572	87,306	a	94,430	9%

SDNY_GM_00005389

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262029

EFTA02727796

S-92	Completion Option Pricing		Change Acceptance Date - >		05/26/09			SIKORSKY GLOBAL HELICOPTERS				
Customer	Air Ghislaine	TYPE	Original Green Delivery	Original Final Delivery	Add'l Time This Quote	Days						
S/N	760750	VIP	12/08/08	12/15/09	Lead Time	90					Escalation	
Date	05/28/09				Install	20			Price Basis	A		
Prepared:	Brendan Cawley				Deliv Impact	7					108.16%	
Requested:	C. Shurkus RFQ		Cost Basis						Price Basis	B		
			Labor Rate				NRE Rate				100.00%	
Code	Description	Labor Hours	Labor Cost	Material Cost	Sub-Total Cost	NRE Hours	NRE Cost	TOTAL Cost	Base Price		TOTAL Price	Margin
	ADDITIONS		$	$	$		$	$	$			%
63013	Aft Facing Bench - 3/4 Place	359	-	40,274	40,274		-	40,274	44,873	a	48,535	17%
63085	Cabin Coat Hooks, Two	2	151	686	837		-	837	704	a	762	-10%
80090	Vertical Pylon Access Panels, CSN 76-207	55	3,526	709	4,235		-	4,235	4,733	a	5,119	17%
83055	Remove LH Accessory Drive - CSN 76-205	4	256	705	961		-	961	1,005	a	1,087	12%
85036	Anti-Collision Light, Red – Bottom	89	5,712	617	6,329		-	6,329	7,078	a	7,656	17%
85051	Landing Light – LH Main Gear	110	7,035	4,605	11,640		-	11,640	7,444	a	8,051	-45%
85061	Recognition Lights – Forward Facing	162	10,364	5,570	15,934		-	15,934	10,096	a	10,919	-46%
85063	Logo Lights	98	-	3,006	3,006		-	3,006	6,952	a	7,520	60%
85071	Pulselight System	98	6,279	5,452	11,731		-	11,731	13,982	a	15,123	22%
85072	Pulse Landing Lights	27	1,740	5,452	7,192		-	7,192	-	a	-	
85073	Pulse Recognition Lights	27	1,740	11,022	12,762		-	12,762	22,173	a	23,982	47%
90004	Relocate reading lights from center cabin ceiling to above outboard passenger system	-	-	-	-		-	-	-	a	-	
90005	Eight Bose headset jacks for use with the cabin ICS in the cabin (custom locations)	120	7,693	9,889	17,582		-	17,582	19,499	a	21,090	17%
90006	Satcom System to be installed without the cockpit intercom capability (ref. code 32024)		-	-	-		-	-	-	a		
90009	Audio input jack in cabin for ipod type device. Entertainment audio to be heard in all cabin Bose headsets. No other controls, volume controlled via iPod device	20	-	679	679		-	679	2,231	a	2,413	72%
90012	Boarding Steps to Be Surfaced With Coarse Non-Skid		-	-	-		-	-	-	a		
90013	Fwd facing bench seat, 3-4 passenger, W/wide single fold down armrest for right hand passenger. Armrest shall be shortened from the standard length and provide storage inside under lid for IPOD/Cell phone jacks (reference 90021 & 90009) and holders for customer furnished IPOD/Cell phone.	220	14,104	22,425	36,529		-	36,529	49,465	a	53,501	32%
90015	Sheep skin throw carpet for cabin floor.	8	513	962	1,475		-	1,475	1,700	a	1,839	20%
90016	Headset Hangers	16	1,026	526	1,552		-	1,552	1,857	a	2,008	23%
90017	Customer Cabin Interior Materials Customer Furnished Materials (Leather, Carpet, Sheepskin, Panel Covering) Custom Upholstery Work	275	17,630	5,217	22,847		-	22,847	27,695	a	29,955	24%

SDNY_GM_00200390

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262030

EFTA02727797

S-92	*Completion Option Pricing*		Change Acceptance Date - >		05/26/09			*SIKORSKY GLOBAL HELICOPTERS*				
Customer	Air Ghislaine	TYPE	Original Green Delivery	Original Final Delivery	Add'l Time This Quote	*Days*	[redacted]					
S/N	760750	VIP	12/08/08	12/15/09	Lead Time	90	[redacted]				Escalation	
Date	05/28/09				Install	20			Price Basis	A	[redacted]	
Prepared:	Brendan Cawley				Deliv Impact	7					108.16%	
Requested:	C. Shurkus RFQ	[redacted]	Cost Basis						Price Basis	B	[redacted]	
		[redacted]	Labor Rate			[redacted]	NRE Rate				100.00%	
Code	Description	Labor Hours	Labor Cost	Material Cost	Sub-Total Cost	NRE Hours	NRE Cost	TOTAL Cost	Base Price		TOTAL Price	Margin
	ADDITIONS		$	$	$		$	$	$			%
90021	Cell phone interface into the cabin ICS system. Connection to be in the fold down armrest of the 90013 fwd facing bench seat with ability to select the cell phone connection for any occupant on the fwd facing bench seat (4) positions. Tied to Weight-on-Wheels switch to disable in-flight use	80	5,129	4,360	9,489		-	9,489	11,195	a	12,108	22%

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

S-76 **Completion Option Pricing**

SIKORSKY GLOBAL HELICOPTERS

			Change Acceptance Date - >	04/28/09		
Customer	**Air Ghislaine**	TYPE	Original Green Delivery	Original Final Delivery	Add'l Time This Quote / Days	Quote Final Delivery
S/N	**760750**	VIP	12/08/08	12/15/09	Lead Time 0	12/15/09
Date	04/07/09				Install 0	
Prepared:	Brendan Cawley				Deliv Impact 0	
Requested:	C. Shurkus RFQ					

Escalation

Price Basis A: 2006 — 108.16%

Price Basis B: 2009 (ADJ) — 105.00%

2009 RP Cost Basis

64.11 Labor Rate

78.69 NRE Rate

Code	Description	Labor Hours	Labor Cost	Material Cost	Sub-Total Cost	NRE Hours	NRE Cost	TOTAL Cost	Base Price	TOTAL Price	Margin
	ADDITIONS		$	$	$		$	$	$	Escalated $	%
35055	FMS, Universal UNS-1Fw (WAAS FMS) with LPV Monitor (assumes 1st)	288	18,464	97,675	116,139		-	116,139	145,173	145,173	20%
80092	Enhanced Door Pins, Cockpit	14	898	1,697	2,595		-	2,595	3,243	3,243	20%
85037	Anti-Collision LED Light, Red, Top	43	2,757	931	3,688		-	3,688	4,610	4,610	20%
85039	Anti-Collision LED Light, Red, Bottom	43	2,757	931	3,688		-	3,688	4,610	4,610	20%
85040	LED Position Lights	50	3,206	3,454	6,660		-	6,660	8,324	8,324	20%
90022	Customize ceiling reading lights. Relocate one reading light from each group to the outboard area of the ceiling, to be centered on outboard passenger seats. Relocate the reading light switches to the overhead area, adjacent to the reading lights. Relocate the dome light switches on the same panel as the relocated	43	2,757	-	2,757	120	9,443	12,200	26,521	26,521	54%
90024	outboard lights, in the outboard position.	42	2,693	-	2,693	80	6,295	8,988	19,539	19,539	54%
90025	ICG satellite phone system with NxtMail WiFi Server to support Blackberry email. Includes cabin handset and cockpit dialer. **(Note: there is significant technical and certification risk with the WiFi portion of this installation. If WiFi function has to be abandoned, only the satellite phone portion will be installed)**	303	19,442	46,727	66,169	768	60,434	126,603	275,224	275,224	54%
90029	LED Landing Lights, left and right, with pulse capability	24	1,539	2,408	3,947		-	3,947	8,580	8,580	54%
90030	LED Recognition Lights, with pulse capability	135	8,655	5,849	14,503		-	14,503	31,529	31,529	54%
90031	Garmin GDL-69A XM weather receiver with XM radio receive capability. XM radio audio output will be connected to cabin headsets only (Ref. Option 90039).	36	2,308	3,597	5,905		-	5,905	12,837	12,837	54%
90032	Four 110 Volt AC outlets in cabin, powered by 1000 VA converter hooked to AC generator. Outlets to include flip covers.	74	4,744	3,254	7,998	20	1,574	9,572	20,809	20,809	54%
90033	Four 12 Volt DC automotive-type jacks in cabin, with covers	188	12,053	4,696	16,749	48	3,777	20,526	44,621	44,621	54%
90034	Modify cabin interior door handle lighting per customer preference. Remove the standard strip of LED lights and replace with single, concealed light source to provide a uniform illumination of the handle area	8	513	88	601	32	2,518	3,119	6,780	6,780	54%

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

S-76 **Completion Option Pricing**

SIKORSKY GLOBAL HELICOPTERS

		TYPE	Original Green Delivery	Original Final Delivery	Add'l Time This Quote	Days	Quote Final Delivery
Customer	Air Ghislaine						
S/N	760750	VIP	12/08/08	12/15/09	Lead Time	0	12/15/09
Date	04/07/09				Install	0	
Prepared:	Brendan Cawley				Deliv Impact	0	
Requested:	C. Shurkus RFQ						

Change Acceptance Date - > 04/28/09

Escalation

Price Basis A: 2006 — 108.16%

Price Basis B: 2009 (ADJ) — 105.00%

2009 RP Cost Basis

64.11 Labor Rate

78.69 NRE Rate

Code	Description	Labor Hours	Labor Cost	Material Cost	Sub-Total Cost	NRE Hours	NRE Cost	TOTAL Cost	Base Price	TOTAL Price	Margin
	ADDITIONS		$	$	$		$	$	$	Escalated $	%
90036	Cabin ICS system with 8 Bose headset jacks, with Call function. Headsets not connectable to satellite phone.	288	18,464	11,908	30,372	16	1,259	31,631	68,762	68,762	54%
90037	Connection of audio from the #1 VHF radio (COM 1) to the cabin ICS circuit, with on/off switch in cockpit	25	1,603	248	1,851	60	4,721	6,572	14,287	14,287	54%
90039	Cabin Entertainment System with: - 3 Audio sources: iPod dock, auxiliary stereo audio input, and XM Radio from Garmin GDL-69A (with remote control) - Switch panels (qty 4) with Source Select and Call button - Audio plays over headsets only, not speakers	42	2,693	3,407	6,100	60	4,721	10,821	23,524	23,524	54%
90040	Redesign Forward cabin Bulkhead to extend lower than the bottom of the standard narrow windows	4	256	34,854	35,110	100	7,869	42,979	93,434	93,434	54%
90041	New Custom cabin upholstery style	-	-	74,800	74,800		-	74,800	162,609	162,609	54%
90043	Custom Ferrari color exterior metallic paint	-	-	-	-		-	-	-	-	#DIV/0!
90044	Custom Cabin Headset Hooks (Quantity 8)	16	1,026	658	1,683	24	1,889	3,572	7,765	7,765	54%
90045	Shoe-cleaning Mat on Boarding Steps LH/RH	3	192	175	367	24	1,889	2,256	2,820	2,820	20%
90046	HEEDS Bottle Mounts on Cockpit Side Posts (similar to a/c 698 & 700)	32	2,052	320	2,372		-	2,372	2,964	2,964	20%
90047	Umbrella Holders on Inside of Baggage Compartment Doors (similar to a/c 698)	20	1,282	1,240	2,522		-	2,522	3,153	3,153	20%
90048	Custom Aft-Facing Bench Seat, Three to Four Place, with Shortened Single Center Fold-Down Padded Arm Rest	96	6,155	41,608	47,763	100	7,869	55,632	120,938	120,938	54%
90049	Custom Forward-Facing Bench Seat, Three to Four Place, with Shortened Single Center Fold-Down Padded Arm Rest	96	6,155	41,608	47,763	100	7,869	55,632	120,938	120,938	54%
90050	LED Logo Lights	88	5,662	3,156	8,818		-	8,818	19,171	19,171	54%
90051	Custom Carpet, Patterned throughout	34	2,180	74,800	76,980		-	76,980	167,347	167,347	54%
90052	Custom Carpet, patterned between bench seats only	34	2,180	33,000	35,180		-	35,180	76,478	76,478	54%
			-		-		-	-		-	
	Subtotal	2,070	132,681	493,088	625,769	1,552	122,127	747,896	1,496,589	1,496,589	
	Margin									50%	

Code	Description	Labor Hours	Labor Cost	Material Cost	Sub-Total Cost	NRE Hours	NRE Cost	TOTAL Cost	Base Price	TOTAL Price	Margin

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

S-76 **Completion Option Pricing**

SIKORSKY GLOBAL HELICOPTERS

			Change Acceptance Date - >		04/28/09		
Customer	Air Ghislaine	TYPE	Original Green Delivery	Original Final Delivery	Add'l Time This Quote	Days	Quote Final Delivery
S/N	760750	VIP	12/08/08	12/15/09	Lead Time	0	12/15/09
Date	04/07/09				Install	0	
Prepared:	Brendan Cawley				Deliv Impact	0	
Requested:	C. Shurkus RFQ						

Escalation

Price Basis A: 2006 — 108.16%

Price Basis B: 2009 (ADJ) — 105.00%

		2009 RP	Cost Basis								
		64.11	Labor Rate			78.69	NRE Rate				
Code	Description	Labor Hours	Labor Cost	Material Cost	Sub-Total Cost	NRE Hours	NRE Cost	TOTAL Cost	Base Price	TOTAL Price	Margin
	ADDITIONS		$	$	$		$	$	$	Escalated $	%
	DELETIONS		$	$	$	$	$	$	$	Escalated $	%
30061	Cabin ICS	150	9,608	2,356	11,964		-	11,964	16,078	16,078	26%
30093	Cabin Call System	221	14,147	8,675	22,822		-	22,822	6,715	6,715	-240%
32024	Satellite Communications System, AirCell ST3100	303	19,442	30,176	49,618		-	49,618	43,641	43,641	-14%
35053	FMS – Universal UNS-1F w/Go Around Switch wired to the Collective	314	20,123	65,449	85,572		-	85,572	87,306	87,306	2%
63013	Aft Facing Bench - 3/4 Place	359	22,998	40,274	63,272		-	63,272	44,873	44,873	-41%
63085	Cabin Coat Hooks, Two	2	151	686	837		-	837	704	704	-19%
80090	Vertical Pylon Access Panels, CSN 76-207	55	3,526	709	4,235		-	4,235	4,733	4,733	11%
83055	Remove LH Accessory Drive - CSN 76-205	4	256	705	961		-	961	1,005	1,005	4%
85036	Anti-Collision Light, Red – Bottom	89	5,712	617	6,329		-	6,329	7,078	7,078	11%
85051	Landing Light – LH Main Gear	110	7,035	4,605	11,640		-	11,640	7,444	7,444	-56%
85061	Recognition Lights – Forward Facing	162	10,364	5,570	15,934		-	15,934	10,096	10,096	-58%
85063	Logo Lights	98	6,279	3,006	9,285		-	9,285	6,952	6,952	-34%
85071	Pulselight System	98	6,279	5,452	11,731		-	11,731	13,982	13,982	16%
85072	Pulse Landing Lights	27	1,740	5,452	7,192		-	7,192	-	-	
85073	Pulse Recognition Lights	27	1,740	11,022	12,762		-	12,762	22,173	22,173	42%
90004	Relocate reading lights from center cabin ceiling to above outboard passenger system	-	-	-	-		-	-	-	-	
90005	Eight Bose headset jacks for use with the cabin ICS in the cabin (custom locations)	120	7,693	9,889	17,582		-	17,582	19,499	19,499	10%
90006	Satcom System to be installed without the cockpit intercom capability (ref. code 32024)		-	-	-		-	-	-	-	
90009	Audio input jack in cabin for Ipod type device. Entertainment audio to be heard in all cabin Bose headsets. No other controls, volume controlled via iPod device	20	1,282	679	1,961		-	1,961	2,231	2,231	12%
90012	Boarding Steps to Be Surfaced With Coarse Non-Skid		-	-	-		-	-	-	-	
90013	Fwd facing bench seat, 3-4 passenger, W/wide single fold down armrest for right hand passenger. Armrest shall be shortened from the standard length and provide storage inside under lid for IPOD/Cell phone jacks (reference 90021 & 90009) and holders for customer furnished IPOD/Cell phone.	220	14,104	22,425	36,529		-	36,529	49,465	49,465	26%
90015	Sheep skin throw carpet for cabin floor.	8	513	962	1,475		-	1,475	1,700	1,700	13%
90016	Headset Hangers	16	1,026	526	1,552		-	1,552	1,857	1,857	16%

SDNY_GM_00006395

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262034

EFTA02727801

S-76 ***Completion Option Pricing***

SIKORSKY GLOBAL HELICOPTERS

			Change Acceptance Date - >		04/28/09			
Customer	Air Ghislaine	TYPE	Original Green Delivery	Original Final Delivery	Add'l Time This Quote	Days	Quote Final Delivery	
S/N	760750	VIP	12/08/08	12/15/09	Lead Time	0	12/15/09	
Date	04/07/09				Install	0		
Prepared:	Brendan Cawley				Deliv Impact	0		
Requested:	C. Shurkus RFQ	2009 RP	Cost Basis					
		64.11	Labor Rate		78.69	NRE Rate		

Escalation

Price Basis A 2006 — 108.16%

Price Basis B 2009 (ADJ) — 105.00%

Code	Description	Labor Hours	Labor Cost	Material Cost	Sub-Total Cost	NRE Hours	NRE Cost	TOTAL Cost	Base Price	TOTAL Price	Margin
	ADDITIONS		$	$	$		$	$	$	Escalated $	%
90017	Customer Cabin Interior Materials Customer Furnished Materials (Leather, Carpet, Sheepskin, Panel Covering) Custom Upholstery Work	275	17,630	5,217	22,847		-	22,847	27,695	27,695	18%
90021	Cell phone interface into the cabin ICS system. Connection to be in the fold down armrest of the 90013 fwd facing bench seat with ability to select the cell phone connection for any occupant on the fwd facing bench seat (4) positions. Tied to Weight-on-Wheels switch to disable in-flight use	80	5,129	4,360	9,489		-	9,489	11,195	11,195	15%

SDNY_GM_00003396

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262035

EFTA02727802

5-76 **Completion Option Pricing** **Sikorsky Global Helicopters**

2009

		Customer Acceptance Date				
Customer	Air Ghislaine #2	Green Delivery	Original Final Delivery	Add'l Time this Quote	Days	Quote Final Delivery
Tail #	760750			Lead Time		
Type:	DVIP			Install		
Prepared By:	**Brendan Cawley**			Deliv. Impact		
Requested:	**Chris Shurkus**					
Date:	**11/09/09**					

Labor Rate: 64.11 **Engineering Rate** 78.69

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Code	**Description**	**Labor Hours**	**Labor Cost**	**Material Cost**	**Sub-Total Cost**	**NRE Hours**	**NRE Cost**	**Total Cost**
	ADDITIONS		$	$	$		$	$
60010	Aft Facing Bench, Three/Four Passenger w/ 3 Under-Seat Storage Drawers	96	6,155	50,492	56,647		-	56,647
90052	Custom Forward-Facing Bench Seat, Three to Four Place with Single Center Custom Fold-Down Arm Rest with Custom Storage Compartments	96	6,155	41,808	47,763	60	4,721	52,484
90053	Custom Upholstery Modification to Forward and Aft Seat Benches, as well as Additional Outboard Cushion Styling	-	-	23,190	23,190	60	4,721	27,911
90054	Move pilot seat aft slightly 1.5 inches	58	3,718	217	3,935		-	3,935
90037	Connection of audio from the #2 VHF radio (COM 1) to the cabin ICS circuit, with on/off switch in cockpit	25	1,603	248	1,851	60	4,721	6,572
90039	Cabin Entertainment System with: -4 Audio sources: iPod dock, auxiliary stereo audio input, XM Radio from Garmin, GDL-69A (with remote control), and ATC audio from VHF #2. -Audio source selection switch panel and call pilot switch panel. -Audio plays over headsets only, not speakers. Keystone to revise locations of three cabin headset hooks as per discussion with customer in #1, and layouts provided Oct. 29, 09	82	5,257	26,435	31,692	100	7,889	39,581
900xx	Registration number changes from N908GM to N722JL. Number will be painted in Sherwin Williams Jet Glo, Nebula 08452, lettering will be in "plain round".					40	3,148	3,148
	SUBTOTAL	**357**	**22,887**	**142,390**	**165,077**	**320**	**25,181**	**190,258**

1								
Code	**Description**	**Labor Hours**	**Labor Cost**	**Material Cost**	**Sub-Total Cost**	**NRE Hours**	**NRE Cost**	**Total Cost**
	DELETIONS		$	$	$		$	$
90048	Custom Aft-Facing Bench Seat, Three to Four Place, with Shortened Single Center Fold-Down Padded Arm Rest	96	6,155	41,808	47,763	100	7,869	55,632
90049	Custom Forward-Facing Bench Seat, Three to Four Place with shortened Single Center Fold-Down Padded Arm Rest	96	6,155	41,808	47,763	100	7,869	55,632
90037	Connection of audio from the #1 VHF radio (COM 1) to the cabin ICS circuit, with on/off switch in cockpit	25	1,603	248	1,851	60	4,721	6,572
90039	Cabin Entertainment System with: - 3 Audio sources: iPod dock, auxiliary stereo audio input, and XM Radio from Garmin GDL-69A (with remote control) - Switch panels (qty 4) with Source Select and Call button - Audio plays over headsets only, not speakers	82	5,257	3,407	8,664	60	4,721	13,385
	0	-	-	-	-		-	-
	0	-	-	-	-		-	-
	SUBTOTAL	**(299)**	**(19,169)**	**(86,871)**	**(106,040)**	**(320)**	**(25,181)**	**(131,221)**

Total (NET)	**Labor Hours**	**Labor Cost**	**Material Cost**	**Cost w/o NRE**	**NRE Hours**	**NRE Cost**	**Total Cost**
	656	**3,718**	**55,319**	**59,037**	-	-	**59,037**

SDNY_GM_00003397

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262036

EFTA02727803

Sikorsky
A United Technologies Company

Sikorsky Aircraft Corporation
6900 Main Street • P.O. Box 9729
Stratford, Connecticut 06614-9129
PM-030810-001

March 8, 2010

Mr. Darren K. Indyke, Vice President
Shmitka Air, Inc.
c/o Darren K. Indyke, PLLC
301 East 66th Street, 10B
New York, New York 10065

Attention: Mr. Indyke

RE: Delivery of Sikorsky S-76C++ Helicopter Serial Number 760750 pursuant to Sales Agreement 76TD6167A dated December 17, 2007.

Dear Mr. Indyke:

This letter is to inform you that your S-76C++ helicopter will be ready for acceptance on or about March 8, 2010. The following closing documents are provided for your review and comment, if necessary, prior to that date:

1. **Sikorsky Invoice (RMS 156552C)** The attached "Request for Material Shipment" (RMS) is a company document that establishes the shipment to a customer of inventory at a defined value. This document shows a payment of **US$ 1,250,000.00** (at title completion on March 8, 2010) calculated as follows:

Helicopter Price (Total)	$11,680,000.00
Less Advance Payment	$2,330,000.00
at Green Delivery	$8,100,000.00
Balance (At Comp Serices)	$1,250,000.00

The payment should be made by wire transfer to Sikorsky's Account 57-56685 ABA No. 021-000021 SWIFT:CHASUS at JP Morgan Chase, New York, NY 10004. This invoice will be provided by Sikorsky at the closing, signed by Sikorsky in the designated places; and signed by your authorized representative.

2. **Helicopter Inspection and Acceptance Certificate** – A copy is enclosed for your review. Typically, you or the designated representative who inspects the aircraft signs this document at the closing (at final acceptance).

3. **Authorized Representative Appointment Letter** - Should you plan to send a designated representative with your authorization to sign the above documents, please furnish us, in advance of delivery, with a delegation letter similar to the enclosed sample.

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Thank you for your assistance, and please do not hesitate to call me at (203) 386-5558 if you have any questions.

Very truly yours,

Sikorsky Aircraft Corporation

Chris Shurkus

Christopher Shurkus
S76 Deputy Program Manager

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Sikorsky Aircraft Corporation
6900 Main Street - P.O. Box 9729
Stratford, Connecticut 06615-9129
(203) 386-4000

RMS No. 156552C

Sales Agreement 76TD6167A dated December 17, 2007

SHIP TO:

Fly-away

SOLD TO:

Shmitka Air, Inc. (f/k/a Air Ghislaine, Inc.)
103 Foulk Rd.
Wilmington, DE #202
19803

INVOICE NO:
INVOICE DATE:

OUR ORDER NO.:
PA NO.:
DATE SHIPPED:
B/L NO.:

SHIPPED VIA: Flyaway from Sikorsky Aircraft Stratford
SHIPPED FROM: Sikorsky Aircraft Stratford, CT
F.O.B.: Sikorsky Aircraft, Stratford, CT USA
SHEET NO. 1 of 2

TERMS: PER CONTACT

ITEM	QUANTITY SHIPPED DOLLARS	PART NO.	DESCRIPTION	QUANTITY BILLED	UNIT BALANCE	AMOUNTS IN U.S.
1			Sikorsky S-76C++ Helicopter		AMOUNT:	US$ 11,700,000
					DEPOSIT AND ADVANCE PAID	(2,330,000)
			Sikorsky Model S-76C++ Helicopter, with Turbomeca Arriel 2S2 Engines. Aircraft Serial No. 760750			
			Registration No. N750A (N722JE) in accordance with Sikorsky Aircraft Detail Specification SES-760024 Revision 0 dated 9/94. The two Turbomeca Engines installed are serial nos. 42285 and 42286 along with additional equipment as described in Exhibit A to the Sales Agreement.		DUE at GREEN A/C TRANSFER	US$ 8,100,000
					DUE AT ACCEPTANCE OF COMPLETIONS SERVICES	US$ 1,270,000
					AMOUNT RECEIVED:	US$ $0
					Signature	Date 3/9/10

Payment to Sikorsky's Account 57-56685 ABA No. 021-000021 SWIFT:CHASUS at JP Morgan Chase, New York, NY 10004

THANK YOU

THIS AIRCRAFT MATERIAL HAS BEEN INSPECTED TO SIKORSKY AIRCRAFT QUALITY CONTROLS STANDARDS AS APPROVED UNDER THE FEDERAL AVIATION ADMINISTRATION REQUIREMENTS FOR COMMERCIAL AIRCRAFT AND MIL Q-9858A FOR UNITED STATES MILITARY AIRCRAFT AND IS IN ACCORDANCE WITH APPLICABLE CONTRACTUAL REQUIREMENTS, ANY ITEMS HEREON WHICH APPEAR ON THE U.S. FEDERAL AVIATION ADMINISTRATION DRAWING LIST WERE MANUFACTURED UNDER FEDERAL AVIATION AGENCY PRODUCTION CERTIFICATE NO. 105.

SPECIAL MARKINGS
THIS COMMODITY LICENSED

APPROVED - INSPECTOR SIKORSKY 685

FOR ULTIMATE DESTINATION
NET WT

DIVERSION CONTRARY TO U.S. LAW IS PROHIBITED

BOX NO.	CONTAINER	LENGTH	WIDTH	HEIGHT	CUBIC	GROSS WT

RFS ORIGINATOR M. Loschiavo – S27368 DEPT 8325W EXT. 64536 M/S S358A

SDNY_GM_00003390

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Sikorsky Aircraft Corporation
6900 Main Street - P.O. Box 9729
Stratford, Connecticut 06615-9129
(203) 386-4000

RMS No. 156552C

Sales Agreement 76TD6167A dated December 17, 2007

SHIPPED TO:
Fly-Away

INVOICE NO.:
INVOICE DATE:

OUR ORDER NO.:

SHEET NO. 2 of 2

ITEM	QUANTITY SHIPPED	PART NO.	DESCRIPTION	QUANTITY BILLED	UNIT BALANCE	AMOUNTS IN U.S. DOLLARS
		CERTIFICATION: INVOICE AND ORIGIN CERTIFICATION: "We certify that this invoice is, in all respects, correct and true, both as regards to the price and to the description of the goods referred to therein, and that the countries of origin or manufacture of the goods are the United States of America a.."				
		GREEN AIRCRAFT ACCEPTANCES: BY SIKORSKY QUALITY ASSURANCE: SUPERVISOR BY CUSTOMER: SIKORSKY AIRCRAFT HELICOPTER MODEL S-76C (with Arriel 2S2 engines (commonly referred to as S76C++), SERIAL NO. 760750 Registration Number N750A (N722JE) AS DEFINED ABOVE, IS HEREBY ACCEPTED AT Sikorsky Aircraft Stratford, CT USA NAME: _____ TITLE: _____ DATE: _____			

SDNY_GM_00003100

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Sikorsky Aircraft Corporation
6900 Main Street - P.O. Box 9729
Stratford, Connecticut 06615-9129
(203) 386-4000

RMS No. 156552C

Sales Agreement 76TD6167A dated December 17, 2007

SHIPPED TO:
Fly-Away

INVOICE NO.:
INVOICE DATE:

OUR ORDER NO.:

SHEET NO. 2 of 2

ITEM	QUANTITY SHIPPED	PART NO.	DESCRIPTION	QUANTITY BILLED	UNIT BALANCE	AMOUNTS IN U.S. DOLLARS
		CERTIFICATION:				
		INVOICE AND ORIGIN CERTIFICATION:				
		"We certify that this invoice is, in all respects, correct and true, both as regards to the price and to the description of the goods referred to therein, and that the countries of origin or manufacture of the goods are the United States of America a."				
		3/9/2010				
		GREEN AIRCRAFT ACCEPTANCES:				
		BY SIKORSKY QUALITY ASSURANCE:				
		SUPERVISOR				
		BY CUSTOMER:				
		SIKORSKY AIRCRAFT HELICOPTER MODEL S-76C (with Arriel 2S2 engines (commonly referred to as S76C++), SERIAL NO. 760750 Registration Number N750A (N722JE) AS DEFINED ABOVE, IS HEREBY ACCEPTED AT Sikorsky Aircraft Stratford, CT USA				
		NAME: LAWRENCE VISOSKI DOO				
		TITLE: Director of Operations				
		DATE: 03-09-2010				

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

CERTIFICATE OF HELICOPTER ACCEPTANCE

Pursuant to the S-76C++ New Helicopter Sales Agreement 76TD6167A dated December 17, 2007, as amended, between Sikorsky Aircraft Corporation and Air Ghislaine, Inc. (now known as Shmitka Air, Inc.)

Completion Acceptance – Lawrence P. Visoski, for and on behalf of Shmitka Air, Inc. hereby accepts delivery and title of the helicopter described below on the 9th day of March 2010 at 4:30 p.m. hours local time.

Aircraft Description -

Sikorsky S-76C with Arriel 2S2 Engines (commonly referred to as S76C++)
Serial Number 760750
Registration Number N750A (N722JE)
Turbomeca Engine Numbers 42285 and 42286

IN WITNESS WHEREOF, Shmitka Air, Inc., (f/k/a Air Ghislaine, Inc.), has caused this certificate to be executed this 9 day of March, 2010.

SHMITKA AIR, INC.

Signature: L.V.P.

Name: LAWRENCE VISOSKI JOO.

Title: DIRECTOR of OPERATIONS

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

SHMITKA AIR, INC.

Authorized Representative
Designation

Shmitka Air, Inc., formerly known as Air Ghislaine, Inc., hereby designates Lawrence P. Visoski as its authorized representative for the purpose of accepting delivery and title to the helicopter described below in respect of the completion aircraft delivery in accordance with the S-76 New Helicopter Sales Agreement Number S76TD6167A dated December 17, 2007, as amended, regarding the helicopter described below with Sikorsky Aircraft Corporation and to take all necessary actions and execute all necessary documents pertaining thereto:

Sikorsky S-76C with Ariel 2S2 Engines (Commonly referred to as S76C++)
Serial Number 760750
Registration Number N750A (N722JE)
Turbomeca Engine Numbers 42285 and 42286

IN WITNESS WHEREOF, Shmitka Air, Inc. has caused this designation to be executed this 9 day of March 2010.

Shmitka Air, Inc.

By: Darren K. Indyke

Name: Darren K. Indyke

Title: Vice President

SDNY_GM_00003404

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262043

EFTA02727810

SHMITKA AIR, INC.

Sikorsky Aircraft Corporation
6900 Main Street
Stratford,CT 06615
Attn: Christopher Shurkus

March 8, 2010

Subject: Notification of Name Change

Dear Chris,

Please be advised that on or about February 12, 2010, Air Ghislaine, Inc. filed an amendment to its Certificate of Incorporation with the Delaware Secretary of State, changing its name from "Air Ghislaine, Inc." to "Shmitka Air, Inc." Because the Secretary of State was closed on February 11, 2010, when the document was submitted to the corporate service company a request was made for the filing to be effective on February 11, 2010. In any event, this corporate name change is now effective.

The change of the corporate name of Air Ghislaine, Inc. was a change of name only; it did nothing to effect the valid and existing legal identity, existence or status of this corporate entity. It did not in any way change or modify any of the corporate entity's rights or obligations under any existing agreements that the corporate entity entered into prior to the name change, including without limitation, that certain S-76C++ New Helicopter Sales Agreement between Assignor and Sikorsky Aircraft Corporation dated on or about December 17, 2007, as amended (the "Sales Agreement"), related to the sale of that certain S-76C++ helicopter with manufacturer's serial number 760750. Thus, the rights and obligations of this corporate entity under the Sales Agreement remain in full force and effect after the name change to the same extent that they existed immediately prior to the name change, with the exception that moving forward any and all agreements, amendments, designations, acceptances, communications or other documents to be addressed to or executed by this corporate entity in connection with the Sales Agreement shall be addressed to or executed by the corporate entity in the name of Shmitka Air, Inc. with the same effect as if they were addressed to or executed in the name of Air Ghislaine, Inc.

Sincerely

Darren K. Indyke
Title: Vice President

SDNY_GM_00003405

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262044

EFTA02727811

Acknowledged & Agreed:

Sikorsky Aircraft Corporation

Name: CHRIS SMUIZKUS
Title: S-76 Deputy PM

SDNY_GM_00003406

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262045

EFTA02727812

Sikorsky
A United Technologies Company

Sikorsky Aircraft Corporation
6900 Main Street • P.O. Box 9729
Stratford, Connecticut 06614-9129
PM-122308-001

December 23, 2008

Mr. Darren K. Indyke
The Villard House
457 Madison Ave.
New York, NY
10022

Attention: Mr. Indyke

RE: Delivery of Sikorsky S-76C++ Helicopter Serial Number 760750 pursuant to Sales Agreement 76TD6167A dated December 17, 2007.

Dear Mr. Indyke:

As you are aware, Sikorsky Aircraft is working hard to complete and title transfer you're your new S-76C++ helicopter in December 29, 2008. In preparation for that transfer of ownership the following closing documents are provided for your review and comment prior to that date.

1. **Sikorsky Invoice (RMS 156552)** The attached "Request for Material Shipment" (RMS) is a company document that establishes the shipment to a customer of inventory at a defined value. This document shows a payment of **US$ 8,100,000.00** (at title transfer on December 30, 2008) calculated as follows:

Helicopter Price (Total)	$11,650,000.00
Less Advance Payment	$2,330,000.00
Total Due (at Green Delivery)	**$8,100,000.00**
Balance (At Comp Serices)	$1,220,000.00

The payment should be made by wire transfer to Sikorsky's Account 57-56685 ABA No. 021-000021 SWIFT:CHASUS at JP Morgan Chase, New York, NY 10004. This invoice will be provided by Sikorsky at the closing, signed by Sikorsky in the designated places; and signed by your authorized representative.

2. **Bill of Sale (FAA form 8050-2)** - Original not part of this package. This form has been signed and sent to our agent, Crowe & Dunlevy in Oklahoma City. Upon final acceptance, our agent will make the filing with the FAA to show ownership transfer.

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

3. **Aircraft Registration Application (FAA form 8050-1)** – Not part of this package. Please send the original back to my office in advance of the acceptance. This form along with the Bill of Sale is required for aircraft registration.

4. **Helicopter Inspection and Acceptance Certificate** -- A copy is enclosed for your review. Typically, you or the designated representative who inspects the aircraft signs this document at the closing (at final acceptance).

5. **Authorized Representative Appointment Letter** - Should you plan to send a designated representative with your authorization to sign the above documents, please furnish us, in advance of delivery, with a delegation letter similar to the enclosed sample.

Thank you for your assistance, and please do not hesitate to call me at (203) 386-5558 if you have any questions.

Very truly yours,

Sikorsky Aircraft Corporation

Chris Shurkus

Christopher Shurkus
S76 Deputy Program Manager

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Sikorsky Aircraft Corporation
6900 Main Street - P.O. Box 9729
Stratford, Connecticut 06615-9129
(203) 386-4000
Sales Agreement 76TD6167A dated December 17, 2007

RMS No. 156552

SHIP TO:

Fly-away

SOLD TO:

Air Ghislaine, Inc.
103 Foulk Rd.
Wilmington, DE #202
19803

INVOICE NO:
INVOICE DATE:

OUR ORDER NO.:
PA NO.:
DATE SHIPPED:
B/L NO.:

SHIPPED VIA: Flyaway from Sikorsky Aircraft Stratford
SHIPPED FROM: Sikorsky Aircraft Stratford, CT
F.O.B.: Sikorsky Aircraft, Stratford, CT USA
SHEET NO. 1 of 2

TERMS: PER CONTACT

ITEM	QUANTITY SHIPPED DOLLARS	PART NO.	DESCRIPTION	QUANTITY BILLED	UNIT BALANCE	AMOUNTS IN U.S.
1			Sikorsky S-76C++ Helicopter		AMOUNT:	US$ 11,650,000
					DEPOSIT AND ADVANCE PAID	(2,330,000)
			Sikorsky Model S-76C++ Helicopter, with Turbomeca Aniel 2S2 Engines. Aircraft Serial No. 760750			
			Registration No. N750A in accordance with Sikorsky Aircraft Detail Specification SES-760024 Revision 0 dated 9/94. The two Turbomeca Engines installed are serial nos. 42285 and 42286 along with add tional equipment as described in Exhibit A to the Sales Agreement.		**DUE at GREEN A/C TRANSFER**	US$ **8,100,000**
					DUE AT ACCEPTANCE OF COMPLETIONS SERVICES	US$ 1,220,000
					AMOUNT RECEIVED:	US$ 0
					Signature	Date 12/30/08

Payment to Sikorsky's Account 57-56685 ABA No. 021-000021 SWIFT:CHASUS at JP Morgan Chase, New York, NY 10004

THANK YOU

THIS AIRCRAFT MATERIAL HAS BEEN INSPECTED TO SIKORSKY AIRCRAFT QUALITY CONTROLS STANDARDS AS APPROVED UNDER THE FEDERAL AVIATION ADMINISTRATION REQUIREMENTS FOR COMMERCIAL AIRCRAFT AND MIL Q-9858A FOR UNITED STATES MILITARY AIRCRAFT AND IS IN ACCORDANCE WITH APPLICABLE CONTRACTUAL REQUIREMENTS, ANY ITEMS HEREON WHICH APPEAR ON THE U.S. FEDERAL AVIATION ADMINISTRATION DRAWING LIST WERE MANUFACTURED UNDER FEDERAL AVIATION AGENCY PRODUCTION CERTIFICATE NO. 105.

SPECIAL MARKINGS
THIS COMMODITY LICENSED

APPROVED - INSPECTOR SIKORSKY 1019

FOR ULTIMATE DESTINATION
NET WT

DIVERSION CONTRARY TO U.S. LAW IS PROHIBITED

BOX NO.	CONTAINER	LENGTH	WIDTH	HEIGHT	CUBIC	GROSS WT

RFS ORIGINATOR M. Loschiavo – S27368 DEPT 8325W EXT. 64536 M/S S358A

SDNY_GM_00263408

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262048

EFTA02727815

Sikorsky Aircraft Corporation
6900 Main Street - P.O. Box 9729
Stratford, Connecticut 06615-9129
(203) 386-4000

RMS No. 156552

Sales Agreement 76TD6167A dated December 17, 2007

SHIPPED TO:
Fly-Away

INVOICE NO.:
INVOICE DATE:

OUR ORDER NO.:

SHEET NO. 2 of 2

ITEM	QUANTITY SHIPPED	PART NO.	DESCRIPTION	QUANTITY BILLED	UNIT BALANCE	AMOUNTS IN U.S. DOLLARS
		CERTIFICATION:				
		INVOICE AND ORIGIN CERTIFICATION:				
		"We certify that this invoice is, in all respects, correct and true, both as regards to the price and to the description of the goods referred to therein, and that the countries of origin or manufacture of the goods are the United States of America a.." 12/30/08				
		GREEN AIRCRAFT ACCEPTANCES:				
		BY SIKORSKY QUALITY ASSURANCE: Stamp 101c				
		SUPERVISOR				
		BY CUSTOMER:				
		SIKORSKY AIRCRAFT HELICOPTER MODEL S-76C (with Arriel 2S2 engines (commonly referred to as S76C++), SERIAL NO. 760750 Registration Number N750A AS DEFINED ABOVE, IS HEREBY ACCEPTED AT Sikorsky Aircraft Stratford, CT USA				
		NAME: [illegible] Visoski				
		TITLE: Director of Aviation				
		DATE: 12/30/08				

SDNY_GM_00003420

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262049

EFTA02727816

Helicopter Acceptance Certificate

Pursuant to the S-76C++ New Helicopter Sales Agreement 76TD6167A dated December 17, 2007, as

amended, between Sikorsky Aircraft Corporation and Air Ghislaine, Inc.

Green Delivery Acceptance – Larry Visoski hereby accepts delivery and title of the helicopter described below on the 30th day of December 2008 at 4:11 p.m. hours local time.

Aircraft Description -

Sikorsky S-76C with Arriel 2S2 Engines (commonly referred to as S76C++)
Serial Number 760750
Registration Number N750A
Turbomeca Engine Numbers 42285 and 42286

IN WITNESS WHEREOF, Air Ghislaine, Inc., has caused this certificate to be executed this 30th day of December, 2008.

Air Ghislaine, Inc

Signature: L.V.

Name: LAWRENCE VISOSKI

Title: Director of Aviation

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

(On your Company Letterhead)
Authorized Representative
Designation

Air Ghislaine, Inc. hereby designates Larry Visoski as its authorized representative for the purpose of accepting delivery and title to the helicopters described below in respect of the completion aircraft delivery in accordance with the S-76 New Helicopter Sales Agreement Number S76TD6167A dated December 17, 2007, as amended, assigned and novated to Air Ghislaine, Inc. regarding the helicopter described below with Sikorsky Aircraft Corporation and to take all necessary actions and execute all necessary documents pertaining thereto:

Sikorsky S-76C with Ariel 2S2 Engines (Commonly referred to as S76C++)
Serial Number 760750
Registration Number N750A
Turbomeca Engine Numbers 42285 and 42286

IN WITNESS WHEREOF, Air Ghislaine, Inc.has caused this designation to be executed this 30th day of December 2008.

Air Ghislaine, Inc.

By: _____

Name: Lawrence Visoski

Title: Director of Aviation

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

UNITED STATES OF AMERICA
U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE

FORM APPROVED
OMB NO. 2120-0042
08/31/2008

FOR AND IN CONSIDERATION OF $ 1+OVC THE UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:

UNITED STATES REGISTRATION NUMBER **N750A**

AIRCRAFT MANUFACTURER & MODEL
Sikorsky Aircraft S-76C-2

AIRCRAFT SERIAL No.
760750

DOES THIS 30th DAY OF December, 2008 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:

Do Not Write In This Block
FOR FAA USE ONLY

PURCHASER

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

Air Ghislaine, Inc.,
103 Foulk Rd., #202
Wilmington, DE,
19803

DEALER CERTIFICATE NUMBER

AND TO its successors [redacted], AND ASSIGNS TO HAVE AND TO HOLD SINGULARLY THE SAID AIRCRAFT FOREVER AND WARRANTS THE TITLE THEREOF:

IN TESTIMONY WHEREOF I HAVE SET My HAND AND SEAL THIS 30th DAY OF December, 2008

SELLER

NAME(S) OF SELLER (TYPED OR PRINTED)	SIGNATURE(S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
Sikorsky Aircraft Corporation	Chris Shurkus	S-76 Program Manager

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

ORIGINAL: TO FAA:

AC Form 8050-2 (9/92) (NSN 0052-00-629-0003) Supersedes Previous Edition

SDNY_GM_00005423

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

UNITED STATES OF AMERICA
U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

FORM APPROVED
OMB NO. 2120-0042
08/31/2008

AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF $ 1 and love THE UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:

UNITED STATES REGISTRATION NUMBER **N750A**

AIRCRAFT MANUFACTURER & MODEL
Keystone Helicopter Corporation S-76C

AIRCRAFT SERIAL No.
760750

DOES THIS 30th DAY OF Dec., 2008, HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:

Do Not Write In This Block
FOR FAA USE ONLY

PURCHASER

NAME AND ADDRESS
(IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL.)
Sikorsky Aircraft Corporation
6900 Main Street
Stratford, CT 06614

DEALER CERTIFICATE NUMBER

AND TO its successors ~~EXECUTORS, ADMINISTRATORS~~, AND ASSIGNS TO HAVE AND TO HOLD SINGULARLY THE SAID AIRCRAFT FOREVER AND WARRANTS THE TITLE THEREOF:

IN TESTIMONY WHEREOF I HAVE SET my HAND AND SEAL THIS 30th DAY OF Dec., 2008.

SELLER

NAME(S) OF SELLER (TYPED OR PRINTED)	SIGNATURE(S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
Keystone Helicopter Corporation	David A Ford	President
	David A. Ford	

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

ORIGINAL: TO FAA:
AC Form 8050-2 (9/92) (NSN 0052-00-629-0003) Supersedes Previous Edition

SDNY_GM_00006224

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2008 DEC 30 PM 3 40
OKLAHOMA CITY
OKLAHOMA

12/30/2008 15:50 FAX 4056816517 c&d/faa 0006/0008

SDNY_GM_00003425

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION—FEDERAL AVIATION ADMINISTRATION

STANDARD AIRWORTHINESS CERTIFICATE

1 NATIONALITY AND REGISTRATION MARKS	2 MANUFACTURER AND MODEL	3 AIRCRAFT SERIAL NUMBER	4 CATEGORY
N750A	Keystone Helicopter Corporation S-76C	760750	Transport

5 AUTHORITY AND BASIS FOR ISSUANCE

This airworthiness certificate is issued pursuant to the Federal Aviation Act of 1958 and certifies that, as of the date of issuance, the aircraft to which issued has been inspected and found to conform to the type certificate therefor, to be in condition for safe operation, and has been shown to meet the requirements of the applicable comprehensive and detailed airworthiness code as provided by Annex 8 to the Convention on International Civil Aviation, except as noted herein.

Exceptions

NONE

6 TERMS AND CONDITIONS

Unless sooner surrendered, suspended, revoked, or a termination date is otherwise established by the Administrator, this airworthiness certificate is effective as long as the maintenance, preventative maintenance, and alterations are performed in accordance with Parts 21, 43, and 91 of the Federal Aviation Regulations, as appropriate, and the aircraft is registered in the United States.

DATE OF ISSUANCE	FAA REPRESENTATIVE	DESIGNATION NUMBER
Dec 08, 2008 Dec	Dean K. Gladfelter Dean K.Gladfelter	DARF844001NE

Any alteration, reproduction, or misuse of this certificate may be punishable by a fine not exceeding $1,000, or imprisonment not exceeding 3 years, or both. THIS CERTIFICATE MUST BE DISPLAYED IN THE AIRCRAFT IN ACCORDANCE WITH APPLICABLE FEDERAL AVIATION REGULATIONS.

FAA Form 8100-2 (8-82) GPO U.S. GOVERNMENT PRINTING OFFICE 2006-553-543

SDNY_GM_00003326

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262055

EFTA02727822

FORM [redacted] APPROVED
OMB [redacted] 20-0042

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION-MIKE MONRONEY AERONAUTICAL CENTER
AIRCRAFT REGISTRATION APPLICATION

CERT. ISSUE DATE

UNITED STATES REGISTRATION NUMBER N 750A

AIRCRAFT MANUFACTURER & MODEL ~~Sikorsky Aircraft S-76C-2~~ Keystone Helicopter

AIRCRAFT SERIAL No. 760750

FOR FAA USE ONLY

TYPE OF REGISTRATION (Check one box)

☐ 1. Individual ☐ 2. Partnership ☒ 3. Corporation ☐ 4. Co-owner ☐ 5. Gov't. ☐ 8. Non-Citizen Corporation

NAME OF APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.)

Air Ghislaine, Inc.

TELEPHONE NUMBER: (302) 636-1956

ADDRESS (Permanent mailing address for first applicant listed.) (If P.O. BOX is used, physical address must also be shown.)

Number and street: 103 Faulk Road

Rural Route: P.O. Box:

CITY	STATE	ZIP CODE
Wilmington	DE	19803

☐ **CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS**

ATTENTION! Read the following statement before signing this application. This portion MUST be completed.

A false or dishonest answer to any question in this application may be grounds for punishment by fine and / or imprisonment (U.S. Code, Title 18, Sec. 1001).

CERTIFICATION

I/WE CERTIFY:

(1) That the above aircraft is owned by the undersigned applicant who is a citizen (including corporations) of the United States.

(For voting trust, give name of trustee: _____), or:

CHECK ONE AS APPROPRIATE:

a. ☐ A resident alien, with alien registration (Form 1-151 or Form 1-551) No. _____

b. ☐ A non-citizen corporation organized and doing business under the laws of (state) _____ and said aircraft is based and primarily used in the United States. Records or flight hours are available for inspection at _____

(2) That the aircraft is not registered under the laws of any foreign country; and

(3) That legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.

NOTE: If executed for co-ownership all applicants must sign. Use reverse side if necessary.

TYPE OR PRINT NAME BELOW SIGNATURE

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.

SIGNATURE	TITLE	DATE
Larry Visoski	Director of Aviation	12/29/08
SIGNATURE	TITLE	DATE
SIGNATURE	TITLE	DATE

NOTE Pending receipt of the Certificate of Aircraft Registration, the aircraft may be operated for a period not in excess of 90 days, during which time the PINK copy of this application must be carried in the aircraft.

AC Form 8050-1 (5/03) (0052-00-628-9007)

SCANNED AND ATTACHED BY DEFENDANT

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Warranty Bill of Sale

KNOW ALL MEN BY THESE PRESENTS:

THAT SIKORSKY AIRCRAFT CORPORATION ("Sikorsky"), is the lawful owner of the full legal and beneficial title to the following tangible personal property:

> that certain Sikorsky S-76C++ helicopter, manufacturer's serial number 760750 and United States registration number N750A, together with two (2) two Turbomeca Arriel 2S2 engines bearing manufacturer's serial numbers 42285 and 42286, as more fully described in Exhibit A to that certain S76C++ New Helicopter Sales Agreement (number S76TD6167A) by and between Buyer (as defined below) and Sikorsky dated as of the 17th day of December, 2007 as amended (by amendment 2 dated the 3rd November, 2008) (the **"Helicopter"**); and
>
> all documents and records relating or required to be maintained with respect to the Helicopter, including, without limitation, all flight manuals, maintenance manuals, engine log books, airframe log book, weight and balance data, flight records, maintenance records, airframe and aircraft component warranties, engines warranties, avionics warranties, and any and all other records related to the Helicopter (the **"Helicopter Documents")**.

THAT, for good and valuable consideration of the sum of One and 00/100 dollars ($1.00), receipt and adequacy of which are hereby acknowledged. Sikorsky does as of the date provided below, grant, convey, transfer, deliver and set over all right, title and interest in and to the Helicopter and the Helicopter Documents unto Air Ghislaine, Inc. ("Buyer"), and unto Buyer's successors and assigns forever.

THAT, Sikorsky hereby represents that there is hereby conveyed to Buyer on the date hereof, all legal, beneficial, record, good, equitable, exclusive, and marketable title to the Helicopter and the Helicopter Documents free and clear of any and all mortgages, liens, claims, encumbrances and rights of others, and Sikorsky will warrant and defend such title forever against all claims and demands whatsoever.

IN WITNESS WHEREOF, Sikorsky has caused this instrument to be executed and delivered by its duly authorized signatory as of this 30th day of December 2008.

SIKORSKY AIRCRAFT CORPORATION

Signature: _____

Print: Chris Shurkus

Title: S-76 Program Manager

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Sikorsky
A United Technologies Company

Sikorsky Aircraft Corporation
6900 Main Street • P.O. Box 9729
Stratford, Connecticut 06614-9129
PM-030810-001

March 8, 2010

Mr. Darren K. Indyke, Vice President
Shmitka Air, Inc.
c/o Darren K. Indyke, PLLC
301 East 66th Street, 10B
New York, New York 10065

Attention: Mr. Indyke

RE: Delivery of Sikorsky S-76C++ Helicopter Serial Number 760750 pursuant to Sales Agreement 76TD6167A dated December 17, 2007.

Dear Mr. Indyke:

This letter is to inform you that your S-76C++ helicopter will be ready for acceptance on or about March 8, 2010. The following closing documents are provided for your review and comment, if necessary, prior to that date:

1. **Sikorsky Invoice (RMS 156552C)** The attached "Request for Material Shipment" (RMS) is a company document that establishes the shipment to a customer of inventory at a defined value. This document shows a payment of **US$ 1,250,000.00** (at title completion on March 8, 2010) calculated as follows:

Helicopter Price (Total)	$11,680,000.00
Less Advance Payment	$2,330,000.00
at Green Delivery	$8,100,000.00
Balance (At Comp Serices)	$1,250,000.00

The payment should be made by wire transfer to Sikorsky's Account 57-56685 ABA No. 021-000021 SWIFT:CHASUS at JP Morgan Chase, New York, NY 10004. This invoice will be provided by Sikorsky at the closing, signed by Sikorsky in the designated places; and signed by your authorized representative.

2. **Helicopter Inspection and Acceptance Certificate** -- A copy is enclosed for your review. Typically, you or the designated representative who inspects the aircraft signs this document at the closing (at final acceptance).

3. **Authorized Representative Appointment Letter** - Should you plan to send a designated representative with your authorization to sign the above documents, please furnish us, in advance of delivery, with a delegation letter similar to the enclosed sample.

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Thank you for your assistance, and please do not hesitate to call me at (203) 386-5558 if you have any questions.

Very truly yours,

Sikorsky Aircraft Corporation

Chris Shurkus

Christopher Shurkus
S76 Deputy Program Manager

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Sikorsky Aircraft Corporation
6900 Main Street - P.O. Box 9729
Stratford, Connecticut 06615-9129
(203) 386-4000
Sales Agreement 76TD6167A dated December 17, 2007

RMS No. 156552C

SHIP TO:

Fly-away

SOLD TO:

Shmitka Air, Inc. (f/k/a Air Ghislaine, Inc.)
103 Foulk Rd.
Wilmington, DE #202
19803

INVOICE NO:
INVOICE DATE:

OUR ORDER NO.:
PA NO.:
DATE SHIPPED:
B/L NO.:

SHIPPED VIA: Flyaway from Sikorsky Aircraft Stratford
SHIPPED FROM: Sikorsky Aircraft Stratford, CT
F.O.B.: Sikorsky Aircraft, Stratford, CT USA
SHEET NO. 1 of 2

TERMS: PER CONTACT

ITEM	QUANTITY SHIPPED DOLLARS	PART NO.	DESCRIPTION	QUANTITY BILLED	UNIT BALANCE	AMOUNTS IN U.S.
1			Sikorsky S-76C++ Helicopter		AMOUNT:	US$ 11,700,000
					DEPOSIT AND ADVANCE PAID	(2,330,000)
			Sikorsky Model S-76C++ Helicopter, with Turbomeca Ariel 2S2 Engines. Aircraft Serial No. 760750			
			Registration No. N750A (N722JE) in accordance with Sikorsky Aircraft Detail Specification SES-760024 Revision 0 dated 9/94. The two Turbomeca Engines installed are serial nos. 42285 and 42286 along with additional equipment as described in Exhibit A to the Sales Agreement.		DUE at GREEN A/C TRANSFER	US$ 8,100,000
					DUE AT ACCEPTANCE OF COMPLETIONS SERVICES	US$ 1,270,000
					AMOUNT RECEIVED:	US$ 0
					Signature	Date 3/9/10

Payment to Sikorsky's Account 57-56685 ABA No. 021-000021 SWIFT:CHASUS at JP Morgan Chase, New York, NY 10004

THANK YOU

THIS AIRCRAFT MATERIAL HAS BEEN INSPECTED TO SIKORSKY AIRCRAFT QUALITY CONTROLS STANDARDS AS APPROVED UNDER THE FEDERAL AVIATION ADMINISTRATION REQUIREMENTS FOR COMMERCIAL AIRCRAFT AND MIL Q-9858A FOR UNITED STATES MILITARY AIRCRAFT AND IS IN ACCORDANCE WITH APPLICABLE CONTRACTUAL REQUIREMENTS, ANY ITEMS HEREON WHICH APPEAR ON THE U.S. FEDERAL AVIATION ADMINISTRATION DRAWING LIST WERE MANUFACTURED UNDER FEDERAL AVIATION AGENCY PRODUCTION CERTIFICATE NO. 105.

SPECIAL MARKINGS
THIS COMMODITY LICENSED

APPROVED - INSPECTOR SIKORSKY 685

FOR ULTIMATE DESTINATION
NET WT

DIVERSION CONTRARY TO U.S. LAW IS PROHIBITED

BOX NO.	CONTAINER	LENGTH	WIDTH	HEIGHT	CUBIC	GROSS WT

RFS ORIGINATOR M. Loschiavo – S27368 DEPT 8325W EXT. 64536 M/S S358A

SDNY_GM_00006330

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262060

EFTA02727827

Sikorsky Aircraft Corporation
6900 Main Street - P.O. Box 9729
Stratford, Connecticut 06615-9129
(203) 386-4000

RMS No. 156552C

Sales Agreement 76TD6167A dated December 17, 2007

SHIPPED TO:
Fly-Away

INVOICE NO.:
INVOICE DATE:

OUR ORDER NO.:

SHEET NO. 2 of 2

ITEM	QUANTITY SHIPPED	PART NO.	DESCRIPTION	QUANTITY BILLED	UNIT BALANCE	AMOUNTS IN U.S. DOLLARS
		CERTIFICATION: INVOICE AND ORIGIN CERTIFICATION: "We certify that this invoice is, in all respects, correct and true, both as regards to the price and to the description of the goods referred to therein, and that the countries of origin or manufacture of the goods are the United States of America a.."				
		GREEN AIRCRAFT ACCEPTANCES: BY SIKORSKY QUALITY ASSURANCE: SUPERVISOR				
		BY CUSTOMER: SIKORSKY AIRCRAFT HELICOPTER MODEL S-76C (with Arriel 2S2 engines (commonly referred to as S76C++) , SERIAL NO. 760750 Registration Number N750A (N722JE) AS DEFINED ABOVE, IS HEREBY ACCEPTED AT Sikorsky Aircraft Stratford, CT USA NAME: _____ TITLE: _____ DATE: _____				

SDNY_GM_00006332

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Sikorsky Aircraft Corporation
6900 Main Street - P.O. Box 9729
Stratford, Connecticut 06615-9129
(203) 386-4000

RMS No. 156552C

Sales Agreement 76TD6167A dated December 17, 2007

SHIPPED TO:
Fly-Away

INVOICE NO.:
INVOICE DATE:

OUR ORDER NO.:

SHEET NO. 2 of 2

ITEM	QUANTITY SHIPPED	PART NO.	DESCRIPTION	QUANTITY BILLED	UNIT BALANCE	AMOUNTS IN U.S. DOLLARS
			CERTIFICATION: INVOICE AND ORIGIN CERTIFICATION: "We certify that this invoice is, in all respects, correct and true, both as regards to the price and to the description of the goods referred to therein, and that the countries of origin or manufacture of the goods are the United States of America a." 3/9/10 GREEN AIRCRAFT ACCEPTANCES: BY SIKORSKY QUALITY ASSURANCE: SUPERVISOR BY CUSTOMER: SIKORSKY AIRCRAFT HELICOPTER MODEL S-76C (with Arriel 2S2 engines (commonly referred to as S76C++), SERIAL NO. 760750 Registration Number N750A (N722JE) AS DEFINED ABOVE, IS HEREBY ACCEPTED AT Sikorsky Aircraft Stratford, CT USA NAME: LAWRENCE Visoski DOO TITLE: Director of Operations DATE: 03-09-2010			

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

CERTIFICATE OF HELICOPTER ACCEPTANCE

Pursuant to the S-76C++ New Helicopter Sales Agreement 76TD6167A dated December 17, 2007, as amended, between Sikorsky Aircraft Corporation and Air Ghislaine, Inc. (now known as Shmitka Air, Inc.)

Completion Acceptance – Lawrence P. Visoski, for and on behalf of Shmitka Air, Inc. hereby accepts delivery and title of the helicopter described below on the 9th day of March 2010 at 4:30 p.m. hours local time.

Aircraft Description -

Sikorsky S-76C with Arriel 2S2 Engines (commonly referred to as S76C++)
Serial Number 760750
Registration Number N750A (N722JE)
Turbomeca Engine Numbers 42285 and 42286

IN WITNESS WHEREOF, Shmitka Air, Inc., (f/k/a Air Ghislaine, Inc.), has caused this certificate to be executed this 9 day of March, 2010.

SHMITKA AIR, INC.

Signature: L.V.P.

Name: LAWRENCE VISOSKI JOO.

Title: DIRECTOR of OPERATIONS

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

SHMITKA AIR, INC.

Sikorsky Aircraft Corporation
6900 Main Street
Stratford,CT 06615
Attn: Christopher Shurkus

March 8, 2010

Subject: Notification of Name Change

Dear Chris,

Please be advised that on or about February 12, 2010, Air Ghislaine, Inc. filed an amendment to its Certificate of Incorporation with the Delaware Secretary of State, changing its name from "Air Ghislaine, Inc." to "Shmitka Air, Inc." Because the Secretary of State was closed on February 11, 2010, when the document was submitted to the corporate service company a request was made for the filing to be effective on February 11, 2010. In any event, this corporate name change is now effective.

The change of the corporate name of Air Ghislaine, Inc. was a change of name only; it did nothing to effect the valid and existing legal identity, existence or status of this corporate entity. It did not in any way change or modify any of the corporate entity's rights or obligations under any existing agreements that the corporate entity entered into prior to the name change, including without limitation, that certain S-76C++ New Helicopter Sales Agreement between Assignor and Sikorsky Aircraft Corporation dated on or about December 17, 2007, as amended (the "Sales Agreement"), related to the sale of that certain S-76C++ helicopter with manufacturer's serial number 760750. Thus, the rights and obligations of this corporate entity under the Sales Agreement remain in full force and effect after the name change to the same extent that they existed immediately prior to the name change, with the exception that moving forward any and all agreements, amendments, designations, acceptances, communications or other documents to be addressed to or executed by this corporate entity in connection with the Sales Agreement shall be addressed to or executed by the corporate entity in the name of Shmitka Air, Inc. with the same effect as if they were addressed to or executed in the name of Air Ghislaine, Inc.

Sincerely

Darren K. Indyke
Title: Vice President

SDNY_GM_00006335

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262064

EFTA02727831

Acknowledged & Agreed:

Sikorsky Aircraft Corporation

Name: CHRIS SMURKUS
Title: S-76 Deputy PM

SDNY_GM_00006336

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262065

EFTA02727832

SHMITKA AIR, INC.
Authorized Representative Designation

Shmitka Air, Inc., formerly known as Air Ghislaine, Inc., hereby designates Lawrence P. Visoski as its authorized representative for the purpose of accepting delivery and title to the helicopter described below in respect of the completion aircraft delivery in accordance with the S-76 New Helicopter Sales Agreement Number S76TD6167A dated December 17, 2007, as amended, regarding the helicopter described below with Sikorsky Aircraft Corporation and to take all necessary actions and execute all necessary documents pertaining thereto:

Sikorsky S-76C with Ariel 2S2 Engines (Commonly referred to as S76C++)
Serial Number 760750
Registration Number N750A (N722JE)
Turbomeca Engine Numbers 42285 and 42286

IN WITNESS WHEREOF, Shmitka Air, Inc. has caused this designation to be executed this 9 day of March 2010.

Shmitka Air, Inc.

By: Darren K. Indyke

Name: Darren K. Indyke

Title: Vice President

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

PROGRAM WORK AUTHORIZATION	RELEASE DATE	REV NO	REV DATE	PWA NUMBER
	12/17/07	05	08/17/09	F008-S76-002
			PAGE	1 of 15

STANDARD DISTRIBUTION	PROGRAM NAME		B.D.M. NO.
	S76		
	CONTRACT NUMBER		C.W.A. NO.
	S76TD6167A		
	CONTRACT DATE	THROUGH CONTRACT AMENDMENT 3	
THIS INFORMATION IS COMPANY PRIVATE.	12/17/07	Date: 8/3/09	

SUBJECT Completion of S-76C++ Aircraft 760~~746 771~~ 750(eff: ~~286 311~~ 290)

Customer: **Air Ghislaine, Inc.**

STATEMENT OF WORK (SCOPE & SCHEDULE)					
MODEL:	S76C++				
SPEC / REV:					
SERIAL NUMBER:	~~746 771~~ 750				
SIKORSKY ACCEPTANCE:					
SCHEDULED PRESENTATION DATE:	~~Dec 2008~~	~~June 2009~~	Dec 2008		
SCHEDULED PRESENTATION DATE COMPLETION SERVICES:	~~Jul 2009~~	~~Nov. 2009~~	~~Sep. 2009~~	Dec. 7 2009	
SCHEDULED DELIVERY DATE COMPLETION SERVICES:	~~Jul 2009~~	~~Nov 2009~~	~~Sep. 2009~~	Dec. 7 2009	

DETAIL WORK DESCRIPTION ATTACHED: Release the above aircraft to the Keystone Completion Center.

Revision Number	Notes	Change Explanation: Schedule	Budget	Configuration	Other
0	Release. Contract Details	X	X	X	X
1	Revised to reflect change in serial number and presentation date per Amend. #1	X			
2	Change in presentation and delivery dates	X			
3	Change in tail number				X
4	Add 200 hours to engineering – interiors budget		X		
5	Change in schedule, change in config, change in KHC PO value, add late delivery terms	X	X	X	X

Period of Performance: December 2007 thru ~~July 2009~~ December 2009

APPROVALS & ENDORSEMENTS					
	Name: Chris Shurkus	Date		Name: Irene Milewski	Date
Program Manager	*Chris Shurkus*	8/13/09	Finance	*Irene Milewski*	8/17/09

SDNY_GM_00003338

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262067

EFTA02727834

Statement of Work:

This PWA authorizes the design, planning, procurement, and construction of ~~Executive Troop~~ Deluxe Executive configuration at the Keystone S-76 Completion Center. This PWA authorizes Purchasing to direct Keystone to complete the aircraft under Purchase Order from Sikorsky. The following are the specific actions authorized under this PWA:

Purchase Order Instructions:

Purchasing is to issue Purchase Order authorization to Keystone to commence design, planning, and completion for the aircraft listed in the cover page and the configuration shown here in, with additional responsibilities as defined in the Sikorsky-Keystone Completion Center agreement.

Total Budget:

Air Ghislaine, Inc.

Description	Hrs	PWA Total	AC 750
Green Aircraft Manufacture * *For internal use only*		$ 5,876,000	Planning purpose ONLY
Pre-Ticket Flight Test and Support	161	26,116	AC-062.1.49.0A
Post RMS Activities		10,781	AC-062.1.49.0B
*Technical Publications		17,306	AC-062.1.49.0C
*TSI Standard Training		69,967	AC-062.1.49.0D
*Customer Gift Certificate		2,000	AC-062.1.49.0E
*Fleet Mgt Services		14,871	AC-062.1.49.0F
*FOGI (Baseline)		7,000	AC-062.1.49.0G
*Other-SAC OH		3,350	Planning purpose ONLY
Total Job Order Baseline	**161**	**151,392**	
Commission-(Baseline)		217,939	
Keystone Completion **REV 5**		2,498,433	AC-S71.1.01.2A
Keystone Completion O/H		84,947	Planning purpose ONLY
Pilot Support/AC acceptance @ CC	140	19,143	AC-S71.1.01.2C
ACB	40	4,219	AC-S71.1.01.2F
Engineering- Avionics	296	33,626	AC-S71.1.01.2G
Engineering-Interiors **REV 4**	498	55,187	AC-S71.1.01.2H
Engineering-Flight Sciences	100	11,549	AC-S71.1.01.2I
Management Reserve		50,000	AC-S71.1.01.2J
***FOGI (Completion)**		8,000	AC-S71.1.01.2K
***Additional Training**		38,698	AC-S71.1.01.2M
***AAG SUPPORT-VIP only(20hrs)**		106,521	AC-S71.1.01.2N
*Other-SAC OH		4,647	Planning purpose ONLY
Extended Warranty		60,000	AC-S71.1.01.2R
Strip List		(126,058)	AC-S71.1.01.2S
Total Completion	**1,074**	**2,848,912**	
Commission-(Completion)		73,238	
Grand Total incl. Commission	1,235	9,167,481	

Charter Time –As an added benefit of an S-76C++ Deluxe Executive Helicopter acquisition, Sikorsky shall provide to Buyer twenty (20) hours of S-76 charter time in the metropolitan New York area through Sikorsky's subsidiary, Associated Aircraft Group ("AAG"). The benefit of these services may be used by Buyer upon reasonable request, subject to AAG's standard terms and

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

conditions of service, and will remain on account with AAG for two years after execution of this Agreement.

Action – Purchasing (D. McCory/S. Monteiro)

Please inform Turbomeca that the following S76C++ aircraft s/n (760~~746 771~~ 750) with Turbomeca Engines was sold to the following customer:

Air Ghislaine, Inc. (Jet Aviation)
3800 Southern Boulevard
Suite 204
West Palm Beach, Fl. 33406
Mr. Larry Visoski

Engine Certification for the country of US is required in time to support aircraft delivery. If certification has not already been obtain in this country, have Turbomeca promptly initiate certification activity with the appropriate authorities and inform us of this action.

Engine Maintenance Manuals are also required to be sent directly to the customer by the aircraft delivery date.

The following additional engine related commitments are also specified in the S76C++ New Helicopter Sales Agreement (**S76TD6167A**): NONE

Additional Requirement for Completion Center

The completion center is responsible for ensuring the documentation that is delivered to the customer reflects the delivered configuration. The documents to be delivered with the helicopter include, but are not limited to: Pilot guides for cockpit equipment, Electrical Load Analysis Report, Weight & Balance Report, 1p and 4p Vibration Report, Aircraft Equipment Inventory Listing, Certificate of Airworthiness, Return to Service, CVR/FDR Reasonability Check Report, Option Data Package for continued airworthiness for all equipment installed by the Completion Center which is not covered in the Aircraft Maintenance Manual.

All Transponders, ELT's and other programmable devices are to be programmed with appropriate information to be provided by Customer.

All aircraft equipment Software and databases are to be updated/loaded by the completion center prior to delivery. Completion Center will also submit a subscription application to each supplier for a minimum of 12 months software/database subscription. Additionally, all data transfer cables and special equipment necessary to perform these functions will be provided to the customer. This includes, but is not limited to: **EGPWS, FMS, Garmin GMX 200.**

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Aircraft is to be flown into retorque window and all retorques are to be accomplished prior to delivery. Helicopter will be delivered with sufficient flight time available to enable ferry flight to customer's home base without need for retorque or scheduled maintenance or inspections.

All open and/or applicable ASB's and AD's are to be complied with prior to delivery. CSN's complied with at the direction of the Program Manager.

No part used in the completion of the S-76 helicopter will be installed if its remaining life at time of delivery will be less that 75% of its published life. Also, parts that are subject to periodic inspections shall not be installed as part of the S-76 completion if the inspection interval remaining on the part is less than 12 months or at least 75% of the published inspection interval remains at time of delivery.

Action – Information Technologies (D. Blackmore)

- Create a MyCompletion Website, username and password for the customer listed on this PWA.
- Point of Contact (POC):
  - Chris Shurkus - S76 Program Manager (203) 386-5558
  - Ken Pike – Customer Service Manager (203) 416-4241
  - Howard Germon –Regional Sales (203) 267-7208

Action – M. Mariotti (should be charge to an expense P.O.)

- Place purchase order for (Eight) 8 display models with Microwest, 1312 West Collins Ave Orange, CA 92867, (714) 771-2521. These models are to be painted in the customer unique paint scheme including customer registration number. Have the completed models shipped to SAC, attention Chris Shurkus
- Order customer gift certificate from GBG, The Corp Gift Source, 204 Spring Hill Road, Trumbull, CT 06611, (203) 459-4424 in the amount of $2,000.00, made out to Attn: Mr. Larry Visoski

Action – Program Manager (C. Shurkus)

DESCRIPTION OF SALE

1. ***Sale*** - Sikorsky shall sell and deliver to the Buyer, and the Buyer shall purchase from Sikorsky, the Quantity of one new Sikorsky Model S-76C Helicopters with new Turbomeca 2S2 engines (known as the S-76C++) and equipped with the items of additional equipment specified in Exhibit A, Part 1 (the "Helicopter"). In addition, Sikorsky shall sell and perform the Completion Services for Buyer and Buyer shall purchase the Completion Services on the Helicopter, which will then be equipped with the items of additional equipment specified in Exhibit A, Part 2, (the Deluxe Executive Helicopter"). Notwithstanding anything to the contrary contained herein, during the performance of the Completion Services, the configuration items specified in Annex 1 to Exhibit A shall be removed from the Helicopter and retained as property of Sikorsky. These configuration items shall be either deleted or replaced by the customized options chosen by Buyer in Exhibit A, Part 2 as part of the Completion Services.

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

2. ***Presentation of Helicopter for Acceptance*** **-** The Helicopter shall be presented for acceptance at the Sikorsky designated facility in Connecticut (the "Designated Facility") on the Scheduled Presentation Dates. Upon Buyer's request for a demonstration flight of the Helicopter, Sikorsky shall conduct a demonstration flight at the Designated Facility during such presentation, which flight shall be approximately one (1) hour in duration or longer as may reasonably be necessary. Buyer's obligation to purchase the Helicopter is conditioned upon and subject to Buyer being satisfied that the Helicopter is in airworthy condition with all flight critical systems functional and in proper working order, and has been manufactured in accordance with the specifications of this Agreement and that the Helicopter has no damage, corrosion or other defects.

3. ***Acceptance and Title Transfer*** **-** After presentation of the Helicopter, Buyer shall evidence its acceptance of the Helicopter by executing a Certificate of Helicopter Acceptance. Upon Buyer's execution of the Certificate of Helicopter Acceptance, and payment of the Baseline Helicopter Final Payment pursuant to Section III.1.b., Sikorsky shall transfer title to Buyer at the Designated Facility. Following title transfer, Sikorsky shall provide to Buyer a FAA Certificate of Airworthiness, a Bill of Sale and a Warranty Bill of Sale (Exhibit C). Sikorsky shall retain custody of the Helicopter for the purpose of the performance of the Completion Services. As part of the Completion Services, Sikorsky will transport the Helicopter, at Sikorsky's expense, from Connecticut, to Sikorsky's designated completion center (the "Completion Center") via ferry flight. Upon its arrival at the Completion Center, the Helicopter shall be inducted into the facility in order to allow the performance of the Completion Services.

4. ***No Prospective Registration of Interest-*** Prior to the transfer of title as provided in this Agreement, Buyer, without the prior written consent of Sikorsky, shall neither register nor consent to the ability of any person to register any interest in the Helicopter or its engines on the International Registry, including without limitation, any prospective international interest, pursuant to that body of law know as the Cape Town Treaty Convention on International Interests in Mobile Equipment and the Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment (hereinafter the "Cape Town Treaty"). Any consent by Sikorsky to registration of any interest in the Helicopter or its engines shall be subject to among other things at Sikorsky's sole discretion, receipt by Sikorsky of all payments due under this Agreement at the time of title transfer of the Helicopter to Buyer. Registration of any interest under the Cape Town Treaty in violation of this paragraph shall be deemed ineffective as against Sikorsky and Buyer shall immediately upon request of Sikorsky and at Buyer's expense, take all required action to remove any such interest or other encumbrance on the Helicopter in connection therewith.

5. ***Risk of Loss*** – Sikorsky shall have risk of loss of the Helicopter, subsequent to the transfer of title through Buyer's acceptance of the Completion Services. In the event that the Helicopter is damaged or the functionality is in any way compromised during the conduct of the Completion Services, Sikorsky shall be required, as a part of the Completion Services, to repair such damage or restore such functionality to as good condition as new. Buyer agrees that any insurance proceeds for such repair shall be paid directly to Sikorsky. In the event

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

the Helicopter is lost or destroyed or damaged beyond economic repair at any time prior to Buyer's acceptance, Buyer shall have the right to either (i) purchase the next available S-76 C++ Helicopter in Sikorsky's production sequence (the "Replacement Helicopter") on the same terms and conditions as set forth in this Agreement, (however Sikorsky reserves the right to make changes in the Exhibit A configuration and Helicopter Unit Price of the Replacement Helicopter required due to obsolescence, FAA requirements, or as a result of changes in the manufacture of the Helicopter), or (ii) terminate this Agreement. Buyer shall notify Sikorsky of its decision within fifteen (15) days of receipt by Buyer of written notice from Sikorsky of the loss or destruction of or damage beyond economic repair to the Helicopter, which notice shall include the projected delivery date of the Replacement Helicopter.

5. ***Presentation of Completion Services for Acceptance*** – Upon the completion of the Completion Services, the Deluxe Executive Helicopter shall be presented for technical acceptance of the work performed at the Completion Center on the Scheduled Presentation Date Completion Services. Upon Buyer's request for an inspection and demonstration flight of the Deluxe Executive Helicopter, Sikorsky shall conduct a demonstration flight of the Deluxe Executive Helicopter, at the Completion Center during such inspection and presentation, which flight shall be approximately one (1) hour in duration or longer as may reasonably be necessary. Buyer's obligation to accept the Deluxe Executive Helicopter is conditioned upon and subject to Buyer being satisfied that the Completion Services have been satisfactorily completed and that the Helicopter as previously accepted by Buyer, is in airworthy condition with all systems functional and in proper working order and with no damage incurred.

6. ***Acceptance of Completion Services*** – After the completion of the inspection, the Deluxe Executive Helicopter shall be presented to Buyer for final acceptance of the Completion Services at the Designated Facility. Buyer shall evidence its acceptance of the Completion Services by executing a Certificate of Acceptance of the Completion Services (Exhibit C). Thereafter, upon the receipt of the Completion Services Final Payment pursuant to Article III. 1.d. below, Sikorsky shall provide to Buyer a FAA return to service certification and the Deluxe Executive Helicopter shall then be at Buyer's risk.

Add per Amend. 3

7. ***Late Delivery*** -The event Buyer does not accept the Completion Services by December 15, 2009 due to Buyer not being satisfied that the Completion Services presented on the Completion Services Presentation Date have been satisfactory completed and the Helicopter as previously accepted by Buyer, is in airworthy condition with all systems functional and in proper working order and with no damage incurred, pursuant to Paragraph 5 of Article II, Presentation of Completion Services for Acceptance of this Agreement, Sikorsky shall establish for Buyer a spares credit in the amount of $50,000, as liquidated damage for such delay.

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

The spares credit shall be established at a Sikorsky's wholly owned subsidiary Helicopter Support, Inc. and must be used within three (3) years of the Scheduled Presentation Date Completion Services. In the event that any amount of the spares credit has not been used or otherwise committed by Buyer within such time, the spares credit shall expire and Sikorsky shall have no further obligation to Buyer hereunder.

Action – Engineering (T. McTaggart , Charlie Hayden)

IV - CONFIGURATION FINALIZATION

1. ***Finalization Dates*** - The parties acknowledge that the Helicopter/Deluxe Executive Helicopter configuration set forth in Exhibit A is not yet finalized and therefore agree to finalize the following portions of the configuration by not later than one hundred fifty (150) days from the Acceptance Date of this Agreement:

   Aircraft System Specification
   Interior General Arrangement
   Audio Proposal
   Interior Rendering Board
   Aircraft Registration Number
   Exterior Paint Rendering
   Paint Scheme
   Other

2. ***Amendment*** - For this purpose, the Buyer's Contact for Technical Issues shall have complete authority on behalf of the Buyer to discuss configuration issues and amend this Agreement accordingly, with associated technical, price and/or delivery changes. If the above dates are not met, Sikorsky may delay the Scheduled Presentation Date(s) and/or increase the Total Contract Price due to Sikorsky's additional costs associated with such delay and/or terminate this Agreement.

Action – (D. Carew, P. Perschbacher, K. Ohrenberger)
VI - HELICOPTER RELATED PROVISIONS

1. ***Type Design and Production Approval*** - The S-76 helicopter and all of its variants has been granted Type Certification by the U.S. Federal Aviation Administration ("FAA") under Federal Aviation Regulation ("FAR") Title 14 CFR Part 21. The certification basis of the S-76 as defined by Type Certificate H1NE, is FAR Title 14 CFR Part 29, "Airworthiness Standards: Transport Category Rotorcraft". Manufacture of the S-76C++ helicopter is approved under Sikorsky's Production Certificate PC-105 granted in accordance with FAR Title 14 CFR Part 21. Sikorsky as Type Certificate Holder, in the course and conduct of its business may at its sole discretion, seek FAA approval for the manufacture of the Helicopter under Sikorsky's Type Certificate at any facility wholly owned and controlled by Sikorsky and approved for such manufacture by FAA.

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

2. ***Special Flight Tests*** - Flight test work required for prototyping of any components or system detailed in ParagraphVII.5 below, functional checkout, or qualification of any additional equipment contracted may be performed by Sikorsky on the Helicopter and the Deluxe Executive Helicopter prior to title transfer thereto or final delivery thereof, respectively, to the Buyer. The delivery of the Helicopter or the Deluxe Executive Helicopter may be delayed to the extent necessary to accomplish the flight test work objectives without any liability on the part of Sikorsky for any such delay. In the event the Helicopter or Deluxe Executive Helicopter is destroyed during the period of such flight tests, such destruction arising from any cause whatsoever, Sikorsky shall be under no obligation to furnish a substitute Helicopter or Deluxe Executive Helicopter but shall rather be relieved of all obligations with respect to the delivery of such Helicopter or Deluxe Executive Helicopter so destroyed, except that Sikorsky or the insurance company shall promptly refund to Buyer all amounts theretofore paid by Buyer with respect to the purchase price thereof.

Action – Customer Service (K. Perry, T. Wollenberg, J. Hutchinson):

V. *WARRANTIES*

Warranties - Sikorsky's warranties and Buyer's remedies are set forth in Exhibit B Deluxe Executive Helicopter Warranty.

1. ***Engine Warranty***- The engine manufacturer warranties and Buyer's remedies are set forth in Exhibit C. As a matter accommodation to Buyer Sikorsky shall obtain from the engine manufacturer, Turbomeca, a warranty extension of one year beyond the standard two years, for a total duration of three years or 1,000 flight hours as defined in paragraph 1.1 of Exhibit C, Turbomeca Arriel 2S2 Turboshaft Engine, that is attached hereto for reference. For the avoidance of doubt, the engine remains warranted by the engine manufacturer and all other terms and conditions of the engine manufacturer warranty shall remain unchanged.

VI - HELICOPTER RELATED PROVISIONS

3. ***Publications*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall furnish or offer to the Buyer certain publications under this paragraph for use by the Buyer and its contractors in operating and supporting the Deluxe Executive Helicopter. Sikorsky shall provide the Buyer with two paper copies of the Pilot's Flight Operating Manual and one copy each of the Sikorsky Maintenance Manual, Illustrated Parts Catalog, Wiring Manual, Engine Operating and Maintenance Manual and Engine Illustrated Parts Breakdown, and all revisions to each Sikorsky manual for three (3) years after delivery of each Deluxe Executive Helicopter at no additional cost to the Buyer. In addition, the Buyer may elect to receive S-76 Interactive Electronic Technical Manuals (IETMs) contained on one (1) CD-ROM computer disk and/or via Internet access from a Sikorsky-provided web site for accessing the information contained in the S-76 Maintenance Manual, Illustrated Parts Catalog and Airworthiness Limitations and Inspection Requirements Manuals (Chapters 4 and 5). The IETMs shall be subject to Sikorsky's standard IETM software license agreement terms. The Buyer also shall receive all revisions to the Sikorsky IETMs for three (3) years after delivery of

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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the Deluxe Executive Helicopter at no additional cost to the Buyer. In addition, Sikorsky shall provide one copy of the operational and maintenance manuals of options, system schematics for the Deluxe Executive Helicopter normally available from Sikorsky and aviation subcontractors.

- ***Helotrac***™ - With each Helicopter sold and delivered hereunder, Sikorsky shall make available to Buyer a one-year subscription to this service.

VII - TRAINING PROVISIONS

1. ***Initial Pilot Training Services*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall make available to three (3) Buyer pilots an S-76 initial pilot training course approximately ten (10) days in duration, consisting of a Visual Flight Rules ("VFR") transition segment and, as required, an Instrument Flight Rules ("IFR") transition segment. Each of the segments is programmed to provide emphasis on helicopter familiarization, classroom instruction on systems operation and instruction in both the S-76 Simulator and the S-76 Cockpit Trainer. In addition, each Buyer pilot will receive two and one half (2.5) hours of flight with an instructor pilot. Each Buyer pilot must have a current U.S. commercial helicopter certificate or equivalent, and for the IFR segment, each Buyer pilot must have a current commercial certificate helicopter instrument rating, or equivalent. All flight training shall be conducted on the Deluxe Executive Helicopter to be delivered hereunder, following acceptance by the Buyer and transfer of title to the Buyer.

2. ***Initial Maintenance or Electrical Training Services*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall make available to three (3) Buyer mechanics an initial S-76 maintenance training course approximately fifteen (15) days in duration or, at Buyer's option, an S-76 electrical training course approximately ten (10) days in duration. Either course includes inspection and maintenance troubleshooting and use of a maintenance trainer. Each mechanic must have background experience in one or more of the following categories: certified (by the FAA or by an equivalent airworthiness authority) airframe mechanic with one (1) year practical experience as a rated aircraft mechanic; one (1) year experience as an active mechanic on a commercial or military helicopter; or three (3) years general experience as a commercial or military aircraft mechanic.

3. ***Engine Training Services*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall make available to three (3) Buyer mechanics, an engine maintenance course at the engine manufacturer's facility. This course is approximately five (5) days in duration.

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

HELICOPTER CONFIGURATION EXHIBIT A

The following items of standard and optional equipment as described below, which have been selected by the Buyer, shall be installed on the Helicopter to be delivered under the Agreement.

Part 1:

BASELINE AIRCRAFT

Features of the S-76C++ Aircraft Code 0102:

Dynamic System - Two Turbomeca Arriel 2S2 engines, and a four blade articulated main rotor system with dual controls.

Cockpit – An Integrated Instrument Display System (IIDS), with an easy to upgrade avionics package. There is a Bleed Air Heating Defogging system and dual windshield wipers. The Pilot and Copilot seats come with a five point Restraint system.

Cabin – A large cabin that can be configured for four different missions and a 38 cubic foot baggage compartment

Other – Retractable landing gear, and 281 gallons of usable fuel

Baseline Avionics Package Includes:

Collins Proline II: Dual Collins VHF 22A Comms and VIR 32 Navs, single ADF 462 ADF, TDR 90 Transponder, DME 42 DME with IND 42A Indicator, ALT 1000 Radio Altimeter with Expanded Scale ALI 55A Indicator.

Honeywell EFIS/DAFCS: 4-Tube Honeywell EDZ 756 EFIS with 5" x 6" Indicators Displaying Airspeed, Altitude and Vertical Speed, Dual Litef AHRS, Dual Penny and Giles Air Data Computers, Dual Honeywell Digital SPZ 7600 Automatic Flight Control System, Altitude Alert.

Electrical: 28 Volt Electrical System with two 200 Amp Starter/Generators, 10 KVA AC Generator, Dual Static Inverters, Avionics and EFIS Master Switches.

Audio: Dual dB Systems Audio control panels with ICS and VOX plus three maintenance jacks, one in the cabin and two in the baggage compartment. This also includes dual 45° pedestal mounted ICS foot switches, three David Clark Headsets, one six-foot walk-around cord and two 30-foot walk-around cords, Cabin PA/Chime System, and a Passenger Briefing System - PBS 250

Backup/Safety Systems: Enhanced Ground Proximity Warning System, Universal 120 CVR, 3" Backup Airspeed Indicator and Altimeter, ADI-335D Standby Attitude Indicator with Nav1/Nav2 Select, ELT 406-NHM w/ Satellite Frequency, Electric Door Locks – Cabin, Cabin/Cockpit and FD DCPL Chime/Annunciator

Weather Related Systems: Wx Avoidance Radar - Primus 440, Windshield Washer System, Heated Glass Windshields, and Engine Inlet Barrier Filter

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

PART 2
DELUXE EXECUTIVE COMPLETION SERVICES

ADDITIONAL AVIONICS ITEMS

07025 Delete PBS 250 Passenger Briefing System
11002 Radio Tuning Units - RTU 4200
11028 Dual - Mode S Transponders w/Diversity TDR 94D
11037 DME, 2nd - DME 42
~~30061 Cabin ICS~~ DELETE PER AMEND 3
30012 Audio Jacks - Emergency *(Sid/Bose)*
30020 Audio Jacks, Cockpit - Bose
~~30093 Cabin Call System~~ DELETE PER AMEND 3
31021 Speakers - Door, Two
32001 Cellular Phone Base and Charger
~~32024 Satellite Communications System, AirCell ST 3100~~ DELETE PER AMEND 3
34053 Nav/LRN Switch for ADI 335D
34081 Vertical Card Standby Compass
~~35053 FMS - Universal UNS 1F w/Go Around Switch wired to the Collective~~ DELETE PER AMEND 3
36044 Lightning Strike Sensor - LSZ 860 w/LU 860
36065 Wx Avoidance Radar - Primus 880, *exchange for Primus 440*
36104 GMX-200 Multi Function Display, Garmin
36105 JeppView for GMX-200 MFD
36120 Honeywell Multi Function Radar Display (MFRD) displays Radar, Flight Plan, & Checklists
37011 TCAS I System - CAS 66A
37017 TCAS Control Panel - CP 66B
37025 TCAS I TA/VSI Display, Dual -IVA 81D

PAINTS & FINISHES

50002 VIP Interior Paint Prep & Finish
50012 VIP Exterior Paint Preparation & Finish

INTERIORS

~~63000 Deluxe VIP Interior Group,~~ ~~featuring: Silencer airframe isolated interior wall panel system, high performance airframe mounted secondary acoustic package, Ultraleather or Ultrasuede interior panel upholstery, ECS ducting, cockpit/cabin divider bulkhead with left hand and right hand sliding windows, leather seat upholstery, general cabin lighting, emergency cabin lighting, reading lights (8) and air outlets (8), cabin door threshold lighting, membrane switch panels to control cabin systems, tinted interior cabin windows, decorative plating in cabin, illuminated ordinance signs, emergency/informational signage, emergency exit signs, cabin and cockpit carpet with spare, wood veneer/leather/decorative metal details, integral magazine racks on cabin doors, storage cabinet forward of raised fuel deck, seat maintenance covers, cabin floor runners, molded baggage compartment floor liner, Stain~~

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

~~Guard Protection, Nut Plates fittings for all Opera Windows and Removal of unused tie down fittings.~~ **DELETE PER AMEND 3**

~~**63013 Aft Facing Bench – ¾ Place**~~ **DELETE PER AMEND 3**
63071 Bulkhead Storage Compartment - Crew *(Aft Facing Bench)*
~~**63085 Cabin Coat Hooks, Two**~~ **DELETE PER AMEND 3**
63098 Acoustic Noise Reduction - Bay Blanket Kit, Lightweight
70016 Sheepskin Seating - Crew Seats
70052 Seat Belt Extension
72063 Flight Manual Storage, LH Controls Closet

INTERIORS (Continued)

76017 Cabin Door Vents, Remove
77034 Single Action Door Release

AIRCRAFT ITEMS

80001 Boarding Step, Retractable - LH
80002 Boarding Step, Retractable -RH
80082 Engine Inlet Covers Storage *(S-76C++)*
80086 Maintenance Covers - Exterior
~~**80090 Vertical Pylon Access Panels, CSN 76-207**~~ **DELETE PER AMEND 3**
83001 Annunciator - "FUEL X-FEED" ON
83051 Hydraulic Quick Disconnect Relocation
~~**83055 Remove LH Accessory Drive - CSN 76-205**~~ **DELETE PER AMEND 3**
83065 Pulsed Electric Engine Chip Detector System, Eaton 1K7707
84051 C4 Environmental System
85001 Annunciator - "Land LT ON"
85002 Annunciator - "Search LT ON"
85012 Gooseneck Map Lights
~~**85036 Anti-Collision Light, Red - Bottom**~~ **DELETE PER AMEND 3**
85051 Landing Light - LH Main Gear
~~**85061 Recognition Lights - Forward Facing**~~ **DELETE PER AMEND 3**
~~**85063 Logo Lights**~~ **DELETE PER AMEND 3**
~~**85071 Pulselight System**~~ **DELETE PER AMEND 3**
~~**85072 Pulse Landing Lights**~~ **DELETE PER AMEND 3**
~~**85073 Pulse Recognition Lights**~~ **DELETE PER AMEND 3**
86001 Approach Plate Holder, Lighted - Pilot
86002 Approach Plate Holder, Lighted - Copilot
86016 Pencil Holder
86017 Console Storage Bin-Small *(Added per amend 1)*
86026 Sun Tint - Windshield
86050 Overhead Lateral Absorber
86052 Bifilar 5P
86054 Track and Balance Accelerometers Installed in Fuel Cell Extension
86060 Rotor Pedals Lube Kit

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

87001 Annunciator - "Pitot Heat" On
87002 Annunciator - "W/S Heat On"
88051 Floats Completion
88061 Single Pilot IFR
90001 Cabin reading light master ON/OFF switch in the cockpit
90002 Clear Coat Exterior Paint (over metallic)
90003 Replace exterior fairing/access panel hardware with stainless steel hardware
~~90004 Relocate reading lights from center cabin ceiling to above outboard passenger system~~ DELETE PER AMEND 3
~~90005 Eight Bose headset jacks for use with the cabin ICS in the cabin (custom locations)~~ DELETE PER AMEND 3
~~90006 Satcom System to be installed without the cockpit intercom capability (ref. code 32024)~~ DELETE PER AMEND 3
90007 GMX200 display to be installed on the right and the MFRD on the left
~~90009 Audio input jack in cabin for Ipod type device. Entertainment audio to be heard in all cabin Bose headsets. No other controls, volume controlled via iPod device~~ DELETE PER AMEND 3
90010 Audio input jack in cockpit for Ipod type device. Entertainment audio to be heard in both cockpit Bose headsets only. No other controls, volume controlled via Ipod devise
~~90012 Boarding steps to be surfaced with coarse non-skid~~ DELETE PER AMEND 3
~~90013 Fwd facing bench seat, 3-4 passenger, W/wide single fold down armrest for right hand passenger. Armrest shall be shortened from the standard length and provide storage inside under lid for IPOD/Cell phone jacks (reference 90021 & 90009) and holders for customer furnished IPOD/Cell phone.~~ DELETE PER AMEND 3
~~90015 Sheep skin throw carpet for cabin floor.~~ DELETE PER AMEND 3
~~90016 Headset hangers located at ceiling level above all 8 cabin seats against forward/aft bulkheads~~ DELETE PER AMEND 3
~~90017 Customer Cabin Interior Materials~~
~~Customer Furnished Materials~~
~~(Leather, Carpet, Sheepskin, Panel Covering)~~
~~Custom Upholstery Work~~ DELETE PER AMEND 3
90019 Do not install the 63000 magazine storage in lower cabin doors (Added per amend 1)
90020 Custom upholstery/cushion fabrication requiring customer approval via pre-production prototype.
~~90021Cell phone Interface into the cabin ICS system. Connection to be in the fold down armrest of the 90013 fwd facing bench seat with ability to select the cell phone connection for any occupant on the fwd facing bench seat (4) positions. Tied to Weight-on-Wheels switch to disable in-flight use.~~ DELETE PER AMEND 3

ADD PER AMEND 3
35055 FMS, Universal UNS-1 Fw (WAAS FMS) with LPV Monitor (assumes 1st)
80082 Enhance Door Pins, Cockpit
85037 Anti-Collision LED Light, Red, Top

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

85039 Anti-Collision LED Light, Red, Bottom
85040 LED Position Lights
90022 Customize calling reading lights. Reallocate one reading light from each group to the outboard area of the calling, to be centered on outboard passenger seats
90024 Relocate the reading switches to the overhead area, adjacent to the reading lights. Relocate the dome light switches on the same panel as the relocated outboard lights in the outboard position
90025 CG satellite phone system with NxtMail WiFi Server to support Blackberry email, includes cabin headset and cockpit dialer
90029 LED Landing Lights, left and right, with pulse capacity
90030 LED Recognition Lights, with pulse capacity
90031 Garmin GDL-69A XM weather receiver with XM radio receive capability. XM radio audio output will be connected to cabin headsets only (Ref. Option 90039)
90032 Four 110 Volt AC outlets in cabin powered by 1000 VA converter hooked to AC generator. Outlets to include flip covers
90033 Four 12 Volt DC automotive-type jacks in cabin, with covers
90034 Modify cabin interior door handle lighting per customer preference. Remove the standard strip of LED lights and replace with single, concealed light source to provide a uniform illumination of the handle area
90036 Cabin ICS system with 8 Bose headset jacks, with Call function. Headsets not connectable to satellite phone
90037 Connection of audio from the #1 VHF radio (CDM 1) to the cabin ICS circuit, with on/off switch in cockpit
90039 Cabin Entertainment System with:tainment System with:
~3 Audio sources: IPod dock, auxiliary stereo audio input, and XM Radio from Garmin GDL-69A (with remote control)
~Switch panels(qty 4) with Source Select and Call button
~Audio plays over headsets only, not speakers
90040 Redesign Forward cabin bulkhead to extend lower than the bottom of the standard narrow windows
90042 Custom Cabin Interior
90044 Custom Cabin Headset Hooks (Quantity 8)
90045 Shoe-cleaning Mat on Boarding Steps LH/RH
90046 HEEDS Bottle Mounts on Cockpit side posts (similar to a/c 696 & 700)
90047 Umbrella Holders on Inside of Baggage Compartment Doors (similar to a/c 696)
90048 Custom Aft-Facing Bench Seat, Three to Four Place, with Shortened Single Center Fold-Down Padded Arm Rest
90049 Custom Forward-Facing Bench Seat, Three to Four Place with shortened Single Center Fold-Down Padded Arm Rest
90050 LED Logo Lights

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

PROGRAM WORK AUTHORIZATION	RELEASE DATE	REV NO	REV DATE	PWA NUMBER
	12/17/07	05	08/17/09	F008-S76-002
			PAGE	15 of 15

Strip List:

Removal of the baseline Production Aircraft parts listed below (for each aircraft) shall be accomplished under Sikorsky Quality Assurance supervision. The parts will be stored in a bonded storeroom and returned to Sikorsky Aircraft upon direction. These parts must be removed upon receipt of the aircraft at Keystone and before induction into the Part 145 operation. Component removals (Strip List) shall be performed per Sikorsky Aircraft Process Procedure PR: 03-02-087 - Baseline Production Aircraft Part(s) Removal.

CODE	Option Name	P/N	Owner	NOMENCLATURE	QTY	Stock LOC	Std Cost	Total Value
0725	PBS 260	Unknown		Passenger Briefer System	1			
		PBS250-1-SS	AERO	Briefer Computer	1	3WPN	1,964.00	1,964.00
		PBS250-2-BS	AERO	Briefing Controller	1	3WPN	893.86	893.86
0102	Standard Aircraft	76COL-61000-011		Baseline Interior Package				
		33776-62167-011	SAC	Marking Install				
		250-2 AC/3A	SAC	Exit Sign	2	P60N	79.36	158.72
		33776-62690-011	SAC	Curtain Install				
		33776-52598-041	SAC	Curtain Assy	1	P60N	256.00	256.00
		33776-67674-011	AERO	Ceiling Install				
		33776-57574-042	AERO	Duct Assy.	1	3STN	390.00	390.00
		33776-57574-045	AERO	Ceiling Panel Assy	1	P74N	7,763.02	7,763.02
	Ballast Weights	76500-00701-011	SAC	Ballast Install				
		33776-64732-104	SAC	Ballast	18	P60N	57.00	1,026.00
		76500-00701-041	SAC	Plate Assy	1	P60N	1,336.53	1,336.53
		33776-64732-103	SAC	Retainer	3	P60N	78.84	236.52
	Door Seals				4			
11002	(RTU) Radio Tuning Units							
		622-6521-015	AERO	NAV Control Head (CTL 32)	2	P74N	2,195.10	4,390.20
		622-6520-007	AERO	COMM Control Head (CTL 92)	2	P74N	2,195.10	4,390.20
		622-6523-203	AERO	Transponder Control Head (CTL 92)	1	P74N	2,638.00	2,638.00
		622-6522-007	AERO	ADF Control Head	1	P74N	2,294.64	2,294.64
		33776-44352-045	AERO	Mounting Plates	3	P74N	193.47	580.41
11028	Dual Mode S XPNDR -TDR 94							
		622-1270-001	AERO	TDR-90 Transponder RT	1	P60N	6,733.80	6,733.80
		622-5211-003	AERO	TDR-90 Tray	1	3STN	0.00	0.00
		622-6590-002	AERO	CAD 62 Adapter	1	P60N	705.00	705.00
		553-9015-001	AERO	CAD 62 Adapter Tray	1	P60N	0.00	0.00
		622-6523-203	AERO	Transponder Control Head	1	P74N	2,638.00	2,638.00
34081	Vertical Card for Standby Compass							
		MS17983-4	AERO	Standby Compass	1	P60N	668.25	668.26
36065	Wx Avoidance/Search Radar - Primus 880							
		7021450-401	AERO	WU440 TRA	1	P74N	18,560.00	18,560.00
		7007700-104	AERO	Weather Radar Indicator	1	P74N	10,707.00	10,707.00
36120	Honeywell Multi Function Radar Display (MFRD							
		7007700-104	AERO	Weather Radar Indicator	1	P74N	10,707.00	10,707.00
84051	C4 Environmental System							
		76600-07060-018	AERO	Heat Vent Install				
		SS49TA824-4D16V	AERO	Restrictor	1	P60N	0.00	0.00
		129580-2	AERO	Duct Tee	1	P60N	1,359.00	1,359.00
		129632-1	AERO	Sensor	1	P74N	7,670.00	7,670.00
		3166037-1	AERO	Tee Assy	1	P74N	0.00	0.00
		3166037-4	ALRO	Tee	1	P74N	0.00	0.00
		3214102-2	AERO	Pressure Transducer	1	P74N	600.00	600.00
		33776-54210-041	AERO	Suppressor	1	3STN	10,407.23	10,407.23
		76306-07004-578	AERO	Tube Assy	1	P74N	0.00	0.00
		76306-07004-080	AERO	Tube	3	P74N	0.00	0.00
		76307-03006-047	AERO	Tube	1	P74N	66.64	66.64
		76307-03006-071	AERO	Tube	1	P74N	86.26	86.26
		76307-03006-072	AERO	Tube	1	P74N	68.55	68.66
		76450-01043-011	AERO	Panel Install				
		76450-01042-041	AERO	Panel Assy	1	P74N	1,919.38	1,919.38
		76500-07075-042	AERO	Adapter Assy	2	P74N	181.07	362.14
		76500-07901-103	AERO	Blower	1	P60N	6,167.00	6,167.00
		76500-07905-103	AERO	Suppressor	1	P74N	7,814.00	7,814.00
		76500-07060-019	AERO	Heat Vent Install				
		76306-07004-057	AERO	Tube Assy	1	P74N	42.63	42.63
		76306-07004-068	AERO	Tube Assy	1	P74N	57.31	57.31
		76307-03006-049	AERO	Tube Assy	1	P74N	70.63	70.63
		76307-03006-082	AERO	Tube Assy	1	P74N	51.82	61.82
		76307-03006-083	AERO	Tube Assy	1	P74N	76.67	76.67
		76307-03006-084	AERO	Tube Assy	1	P74N	63.40	63.40
		76500-07054-043	AERO	Duct Assy	1	P74N	0.00	0.00
		76500-07068-042	AERO	Adapter Assy	1	P74N	200.14	200.14
		76500-07900-104	AERO	Valve	1	P74N	5,613.00	5,613.00
		76500-07068-102	AERO	Adapter	1	P60N	890.00	890.00
		76212-03004-044	AERO	Heat Duct Assy	1	P74N	987.00	987.00
		76212-03004-043	SAC	Heat Plenum	1	P74N	0.00	0.00
		76212-01016-101	AERO	Cockpit Defrost Duct	1	P74N	0.00	0.00
		76212-03005-101	AERO	Cockpit Defrost Duct	1	P74N	0.00	0.00
		76212-03004-051	AERO	Duct Assy. Upper L/H	1	P74N	1,029.00	1,029.00
		76212-03004-042	SAC	Duct Assy	1	P74N	0.00	0.00
		76212-03004-041	SAC	Duct Assy	1	P74N	0.00	0.00
		76500-07512-042	SAC	Assy	1	P04N	0.00	0.00
		33776-64068-019	AERO	ICS Install				
		33776-64058-041	AERO	Switch Box Assy, LH	1	P64N	0.00	0.00
		33776-64626-011/-012	H.S.I.	NACA Door Vents (Removal)				
		1482-03	SAC/PSOR	LH NACA Duct Valve Assy	1	3WPN	0.00	0.00
		1482-04	SAC/PSOR	RH NACA Duct Valve Assy	1	3WPN	0.00	0.00
		76207-01136-101	AERO	Panel	4	P60N	PAPO	PAPO
		1613-01	AERO	Vent Panel Assy	1	3STN	PAPO	PAPO
		1613-02	AERO	Vent Panel Assy	1	3STN	PAPO	PAPO
		82405	AERO	Diffuser	4	3STN	120.95	483.80
85012	Gooseneck Map Lights (EX)							
		15-0007-127	AERO	Grimes Utility Lights	2	P74N	567.63	1,136.26
							Total	126,058

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

PROGRAM WORK AUTHORIZATION	RELEASE DATE	REV NO	REV DATE	PWA NUMBER
	12/17/07	03	12/15/08	F008-S76-002
			PAGE	1 of 14

STANDARD DISTRIBUTION	PROGRAM NAME		B.D.M. NO.
	S76		
	CONTRACT NUMBER		C.W.A. NO.
	S76TD6167A		
	CONTRACT DATE	THROUGH CONTRACT AMENDMENT	
THIS INFORMATION IS COMPANY PRIVATE.	12/17/07	2 Date: 11/3/2008	

SUBJECT Completion of S-76C++ Aircraft 760~~746 771~~ 750(eff: ~~286 311~~ 290)

Customer: Air Ghislaine, Inc.

STATEMENT OF WORK (SCOPE & SCHEDULE)					
MODEL:	S76C++				
SPEC / REV:					
SERIAL NUMBER:	~~746 771~~ 750				
SIKORSKY ACCEPTANCE:					
SCHEDULED PRESENTATION DATE:	~~Dec 2008~~	~~June 2009~~	Dec 2008		
SCHEDULED PRESENTATION DATE COMPLETION SERVICES:	~~Jul 2009~~	~~Nov. 2009~~	Sep. 2009		
SCHEDULED DELIVERY DATE COMPLETION SERVICES:	~~Jul 2009~~	~~Nov 2009~~	Sep. 2009		

DETAIL WORK DESCRIPTION ATTACHED: Release the above aircraft to the Keystone Completion Center.

Revision		Change Explanation			
Number	Notes	Schedule	Budget	Configuration	Other
0	Release. Contract Details	X	X	X	X
1	Revised to reflect change in serial number and presentation date per Amend. #1	X			
2	Change in presentation and delivery dates	X			
3	Change in tail number				X

Period of Performance: December 2007 thru ~~July 2009~~ September 2009

APPROVALS & ENDORSEMENTS					
	Name	Date		Name	Date
Program Manager	*Chris Shurkus*	12/16/08	Finance	*Frank A. Misiewicz*	12/16/08

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Statement of Work:

This PWA authorizes the design, planning, procurement, and construction of Executive Trop configuration at the Keystone S-76 Completion Center. This PWA authorizes Purchasing to direct Keystone to complete the aircraft under Purchase Order from Sikorsky. The following are the specific actions authorized under this PWA:

Purchase Order Instructions:

Purchasing is to issue Purchase Order authorization to Keystone to commence design, planning, and completion for the aircraft listed in the cover page and the configuration shown here in, with additional responsibilities as defined in the Sikorsky-Keystone Completion Center agreement.

Total Budget:

Air Ghislaine, Inc.

Description	Hrs	PWA Total	WBS AC 771
Green Aircraft Manufacture *For internal use only		$ 5,876,000	Planning purpose ONLY
Pre-ticket Flight Test and Support	161	26,116	AC-062.1.49.0A
Post RMS Activities		10,781	AC-062.1.49.0B
Technical Publications		17,306	AC-062.1.49.0C
ESI Standard Training		69,967	AC-062.1.49.0D
Customer Gift Certificate		2,000	AC-062.1.49.0E
Fleet Mgt Services		14,871	AC-062.1.49.0F
FOGI (Baseline)		7,000	AC-062.1.49.0G
Other-SAC OH		3,350	Planning purpose ONLY
Total Job Order Baseline	161	151,392	
Commission-(Baseline)		217,939	
Keystone Completion		2,235,040	AC-S71.1.01.2A
Keystone Completion O/H		71,521	Planning purpose ONLY
Pilot Support/AC acceptance @ CC	140	19,143	AC-S71.1.01.2C
ACB	40	4,219	AC-S71.1.01.2F
Engineering- Avionics	296	33,626	AC-S71.1.01.2G
Engineering-Interiors	298	34,089	AC-S71.1.01.2H
Engineering-Flight Sciences	100	11,549	AC-S71.1.01.2I
Management Reserve		50,000	AC-S71.1.01.2J
***FOGI (Completion)**		8,000	AC-S71.1.01.2K
***Additional Training**		38,698	AC-S71.1.01.2M
***AAG SUPPORT-VIP only(20hrs)**		106,521	AC-S71.1.01.2N
*Other-SAC OH		4,647	Planning purpose ONLY
Extended Warranty		57,600	AC-S71.1.01.2R
Strip List		(126,058)	AC-S71.1.01.2S
Total Completion	874	2,548,596	
Commission-(Completion)		73,238	
Grand Total Incl. Commission	1,035	8,867,165	

Charter Time –As an added benefit of an S-76C++ Deluxe Executive Helicopter acquisition, Sikorsky shall provide to Buyer twenty (20) hours of S-76 charter time in the metropolitan New York area through Sikorsky's subsidiary, Associated Aircraft Group ("AAG"). The benefit of these

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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services may be used by Buyer upon reasonable request, subject to AAG's standard terms and conditions of service, and will remain on account with AAG for two years after execution of this Agreement.

Action – Purchasing (D. McCory/S. Monteiro)

Please inform Turbomeca that the following S76C++ aircraft s/n (760~~746 771~~ 750) with Turbomeca Engines was sold to the following customer:

Air Ghislaine, Inc. (Jet Aviation)
3800 Southern Boulevard
Suite 204
West Palm Beach, Fl. 33406
Mr. Larry Visoski

Engine Certification for the country of US is required in time to support aircraft delivery. If certification has not already been obtain in this country, have Turbomeca promptly initiate certification activity with the appropriate authorities and inform us of this action.

Engine Maintenance Manuals are also required to be sent directly to the customer by the aircraft delivery date.

The following additional engine related commitments are also specified in the S76C++ New Helicopter Sales Agreement (**S76TD6167A**): NONE

Additional Requirement for Completion Center

The completion center is responsible for ensuring the documentation that is delivered to the customer reflects the delivered configuration. The documents to be delivered with the helicopter include, but are not limited to: Pilot guides for cockpit equipment, Electrical Load Analysis Report, Weight & Balance Report, 1p and 4p Vibration Report, Aircraft Equipment Inventory Listing, Certificate of Airworthiness, Return to Service, CVR/FDR Reasonability Check Report, Option Data Package for continued airworthiness for all equipment installed by the Completion Center which is not covered in the Aircraft Maintenance Manual.

All Transponders, ELT's and other programmable devices are to be programmed with appropriate information to be provided by Customer.

All aircraft equipment Software and databases are to be updated/loaded by the completion center prior to delivery. Completion Center will also submit a subscription application to each supplier for a minimum of 12 months software/database subscription. Additionally, all data transfer cables and special equipment necessary to perform these functions will be provided to the customer. This includes, but is not limited to: **EGPWS, FMS, Garmin GMX 200.**

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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Aircraft is to be flown into retorque window and all retorques are to be accomplished prior to delivery. Helicopter will be delivered with sufficient flight time available to enable ferry flight to customer's home base without need for retorque or scheduled maintenance or inspections.

All open and/or applicable ASB's and AD's are to be complied with prior to delivery. CSN's complied with at the direction of the Program Manager.

No part used in the completion of the S-76 helicopter will be installed if its remaining life at time of delivery will be less that 75% of its published life. Also, parts that are subject to periodic inspections shall not be installed as part of the S-76 completion if the inspection interval remaining on the part is less than 12 months or at least 75% of the published inspection interval remains at time of delivery.

Action – Information Technologies (D. Blackmore)

- Create a MyCompletion Website, username and password for the customer listed on this PWA.
- Point of Contact (POC):
  - Chris Shurkus - S76 Program Manager (203) 386-5558
  - Ken Pike – Customer Service Manager (203) 416-4241
  - Howard Germon –Regional Sales (203) 267-7208

Action – M. Mariotti (should be charge to an expense P.O.)

- Place purchase order for (Eight) 8 display models with Microwest, 1312 West Collins Ave Orange, CA 92867, (714) 771-2521. These models are to be painted in the customer unique paint scheme including customer registration number. Have the completed models shipped to SAC, attention Chris Shurkus
- Order customer gift certificate from GBG, The Corp Gift Source, 204 Spring Hill Road, Trumbull, CT 06611, (203) 459-4424 in the amount of $2,000.00, made out to Attn: Mr. Larry Visoski

Action – Program Manager (C. Shurkus)

DESCRIPTION OF SALE

1. ***Sale*** - Sikorsky shall sell and deliver to the Buyer, and the Buyer shall purchase from Sikorsky, the Quantity of one new Sikorsky Model S-76C Helicopters with new Turbomeca 2S2 engines (known as the S-76C++) and equipped with the items of additional equipment specified in Exhibit A, Part 1 (the "Helicopter"). In addition, Sikorsky shall sell and perform the Completion Services for Buyer and Buyer shall purchase the Completion Services on the Helicopter, which will then be equipped with the items of additional equipment specified in Exhibit A, Part 2, (the Deluxe Executive Helicopter"). Notwithstanding anything to the contrary contained herein, during the performance of the Completion Services, the configuration items specified in Annex 1 to Exhibit A shall be removed from the Helicopter and retained as property of Sikorsky. These configuration items shall be either deleted or replaced by the customized options chosen by Buyer in Exhibit A, Part 2 as part of the Completion Services.

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

2. ***Presentation of Helicopter for Acceptance*** - The Helicopter shall be presented for acceptance at the Sikorsky designated facility in Connecticut (the "Designated Facility") on the Scheduled Presentation Dates. Upon Buyer's request for a demonstration flight of the Helicopter, Sikorsky shall conduct a demonstration flight at the Designated Facility during such presentation, which flight shall be approximately one (1) hour in duration or longer as may reasonably be necessary. Buyer's obligation to purchase the Helicopter is conditioned upon and subject to Buyer being satisfied that the Helicopter is in airworthy condition with all flight critical systems functional and in proper working order, and has been manufactured in accordance with the specifications of this Agreement and that the Helicopter has no damage, corrosion or other defects.

3. ***Acceptance and Title Transfer*** - After presentation of the Helicopter, Buyer shall evidence its acceptance of the Helicopter by executing a Certificate of Helicopter Acceptance. Upon Buyer's execution of the Certificate of Helicopter Acceptance, and payment of the Baseline Helicopter Final Payment pursuant to Section III.1.b., Sikorsky shall transfer title to Buyer at the Designated Facility. Following title transfer, Sikorsky shall provide to Buyer a FAA Certificate of Airworthiness, a Bill of Sale and a Warranty Bill of Sale (Exhibit C). Sikorsky shall retain custody of the Helicopter for the purpose of the performance of the Completion Services. As part of the Completion Services, Sikorsky will transport the Helicopter, at Sikorsky's expense, from Connecticut, to Sikorsky's designated completion center (the "Completion Center") via ferry flight. Upon its arrival at the Completion Center, the Helicopter shall be inducted into the facility in order to allow the performance of the Completion Services.

4. ***No Prospective Registration of Interest-*** Prior to the transfer of title as provided in this Agreement, Buyer, without the prior written consent of Sikorsky, shall neither register nor consent to the ability of any person to register any interest in the Helicopter or its engines on the International Registry, including without limitation, any prospective international interest, pursuant to that body of law know as the Cape Town Treaty Convention on International Interests in Mobile Equipment and the Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment (hereinafter the "Cape Town Treaty"). Any consent by Sikorsky to registration of any interest in the Helicopter or its engines shall be subject to among other things at Sikorsky's sole discretion, receipt by Sikorsky of all payments due under this Agreement at the time of title transfer of the Helicopter to Buyer. Registration of any interest under the Cape Town Treaty in violation of this paragraph shall be deemed ineffective as against Sikorsky and Buyer shall immediately upon request of Sikorsky and at Buyer's expense, take all required action to remove any such interest or other encumbrance on the Helicopter in connection therewith.

5. ***Risk of Loss*** – Sikorsky shall have risk of loss of the Helicopter, subsequent to the transfer of title through Buyer's acceptance of the Completion Services. In the event that the Helicopter is damaged or the functionality is in any way compromised during the conduct of the Completion Services, Sikorsky shall be required, as a part of the Completion Services, to repair such damage or restore such functionality to as good condition as new. Buyer agrees that any insurance proceeds for such repair shall be paid directly to Sikorsky. In the event

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

the Helicopter is lost or destroyed or damaged beyond economic repair at any time prior to Buyer's acceptance, Buyer shall have the right to either (i) purchase the next available S-76 C++ Helicopter in Sikorsky's production sequence (the "Replacement Helicopter") on the same terms and conditions as set forth in this Agreement, (however Sikorsky reserves the right to make changes in the Exhibit A configuration and Helicopter Unit Price of the Replacement Helicopter required due to obsolescence, FAA requirements, or as a result of changes in the manufacture of the Helicopter), or (ii) terminate this Agreement. Buyer shall notify Sikorsky of its decision within fifteen (15) days of receipt by Buyer of written notice from Sikorsky of the loss or destruction of or damage beyond economic repair to the Helicopter, which notice shall include the projected delivery date of the Replacement Helicopter.

5. ***Presentation of Completion Services for Acceptance*** – Upon the completion of the Completion Services, the Deluxe Executive Helicopter shall be presented for technical acceptance of the work performed at the Completion Center on the Scheduled Presentation Date Completion Services. Upon Buyer's request for an inspection and demonstration flight of the Deluxe Executive Helicopter, Sikorsky shall conduct a demonstration flight of the Deluxe Executive Helicopter at the Completion Center during such inspection and presentation, which flight shall be approximately one (1) hour in duration or longer as may reasonably be necessary. Buyer's obligation to accept the Deluxe Executive Helicopter is conditioned upon and subject to Buyer being satisfied that the Completion Services have been satisfactorily completed and that the Helicopter as previously accepted by Buyer, is in airworthy condition with all systems functional and in proper working order and with no damage incurred.

6. ***Acceptance of Completion Services*** – After the completion of the inspection, the Deluxe Executive Helicopter shall be presented to Buyer for final acceptance of the Completion Services at the Designated Facility. Buyer shall evidence its acceptance of the Completion Services by executing a Certificate of Acceptance of the Completion Services (Exhibit C). Thereafter, upon the receipt of the Completion Services Final Payment pursuant to Article III. 1.d. below, Sikorsky shall provide to Buyer a FAA return to service certification and the Deluxe Executive Helicopter shall then be at Buyer's risk.

Action – Engineering (T. McTaggart , Charlie Hayden)

IV - CONFIGURATION FINALIZATION

1. ***Finalization Dates*** - The parties acknowledge that the Helicopter/Deluxe Executive Helicopter configuration set forth in Exhibit A is not yet finalized and therefore agree to finalize the following portions of the configuration by not later than one hundred fifty (150) days from the Acceptance Date of this Agreement:

Aircraft System Specification

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Interior General Arrangement
Audio Proposal
Interior Rendering Board
Aircraft Registration Number
Exterior Paint Rendering
Paint Scheme
Other

2. ***Amendment*** - For this purpose, the Buyer's Contact for Technical Issues shall have complete authority on behalf of the Buyer to discuss configuration issues and amend this Agreement accordingly, with associated technical, price and/or delivery changes. If the above dates are not met, Sikorsky may delay the Scheduled Presentation Date(s) and/or increase the Total Contract Price due to Sikorsky's additional costs associated with such delay and/or terminate this Agreement.

Action – (D. Carew, P. Perschbacher, K. Ohrenberger)

VI - HELICOPTER RELATED PROVISIONS

1. ***Type Design and Production Approval*** - The S-76 helicopter and all of its variants has been granted Type Certification by the U.S. Federal Aviation Administration ("FAA") under Federal Aviation Regulation ("FAR") Title 14 CFR Part 21. The certification basis of the S-76 as defined by Type Certificate H1NE, is FAR Title 14 CFR Part 29, "Airworthiness Standards: Transport Category Rotorcraft". Manufacture of the S-76C++ helicopter is approved under Sikorsky's Production Certificate PC-105 granted in accordance with FAR Title 14 CFR Part 21. Sikorsky as Type Certificate Holder, in the course and conduct of its business may at its sole discretion, seek FAA approval for the manufacture of the Helicopter under Sikorsky's Type Certificate at any facility wholly owned and controlled by Sikorsky and approved for such manufacture by FAA.

2. ***Special Flight Tests*** - Flight test work required for prototyping of any components or system detailed in ParagraphVII.5 below, functional checkout, or qualification of any additional equipment contracted may be performed by Sikorsky on the Helicopter and the Deluxe Executive Helicopter prior to title transfer thereto or final delivery thereof, respectively, to the Buyer. The delivery of the Helicopter or the Deluxe Executive Helicopter may be delayed to the extent necessary to accomplish the flight test work objectives without any liability on the part of Sikorsky for any such delay. In the event the Helicopter or Deluxe Executive Helicopter is destroyed during the period of such flight tests, such destruction arising from any cause whatsoever, Sikorsky shall be under no obligation to furnish a substitute Helicopter or Deluxe Executive Helicopter but shall rather be relieved of all obligations with respect to the delivery of such Helicopter or Deluxe Executive Helicopter so destroyed, except that Sikorsky or the insurance company shall promptly refund to Buyer all amounts theretofore paid by Buyer with respect to the purchase price thereof.

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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Action – Customer Service (K. Perry, T. Wollenberg, J. Hutchinson):

V. *WARRANTIES*

Warranties - Sikorsky's warranties and Buyer's remedies are set forth in Exhibit B Deluxe Executive Helicopter Warranty.

1. ***Engine Warranty***- The engine manufacturer warranties and Buyer's remedies are set forth in Exhibit C. As a matter accommodation to Buyer Sikorsky shall obtain from the engine manufacturer, Turbomeca, a warranty extension of one year beyond the standard two years, for a total duration of three years or 1,000 flight hours as defined in paragraph 1.1 of Exhibit C, Turbomeca Arriel 2S2 Turboshaft Engine, that is attached hereto for reference. For the avoidance of doubt, the engine remains warranted by the engine manufacturer and all other terms and conditions of the engine manufacturer warranty shall remain unchanged.

VI - HELICOPTER RELATED PROVISIONS

3. ***Publications*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall furnish or offer to the Buyer certain publications under this paragraph for use by the Buyer and its contractors in operating and supporting the Deluxe Executive Helicopter. Sikorsky shall provide the Buyer with two paper copies of the Pilot's Flight Operating Manual and one copy each of the Sikorsky Maintenance Manual, Illustrated Parts Catalog, Wiring Manual, Engine Operating and Maintenance Manual and Engine Illustrated Parts Breakdown, and all revisions to each Sikorsky manual for three (3) years after delivery of each Deluxe Executive Helicopter at no additional cost to the Buyer. In addition, the Buyer may elect to receive S-76 Interactive Electronic Technical Manuals (IETMs) contained on one (1) CD-ROM computer disk and/or via Internet access from a Sikorsky-provided web site for accessing the information contained in the S-76 Maintenance Manual, Illustrated Parts Catalog and Airworthiness Limitations and Inspection Requirements Manuals (Chapters 4 and 5). The IETMs shall be subject to Sikorsky's standard IETM software license agreement terms. The Buyer also shall receive all revisions to the Sikorsky IETMs for three (3) years after delivery of the Deluxe Executive Helicopter at no additional cost to the Buyer. In addition, Sikorsky shall provide one copy of the operational and maintenance manuals of options, system schematics for the Deluxe Executive Helicopter normally available from Sikorsky and aviation subcontractors.

- ***Helotrac™*** - With each Helicopter sold and delivered hereunder, Sikorsky shall make available to Buyer a one-year subscription to this service.

VII - TRAINING PROVISIONS

1. ***Initial Pilot Training Services*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall make available to three (3) Buyer pilots an S-76 initial pilot training course approximately ten (10) days in duration, consisting of a Visual Flight Rules ("VFR") transition segment and, as required, an Instrument Flight Rules ("IFR") transition segment.

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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Each of the segments is programmed to provide emphasis on helicopter familiarization, classroom instruction on systems operation and instruction in both the S-76 Simulator and the S-76 Cockpit Trainer. In addition, each Buyer pilot will receive two and one half (2.5) hours of flight with an instructor pilot. Each Buyer pilot must have a current U.S. commercial helicopter certificate or equivalent, and for the IFR segment, each Buyer pilot must have a current commercial certificate helicopter instrument rating, or equivalent. All flight training shall be conducted on the Deluxe Executive Helicopter to be delivered hereunder, following acceptance by the Buyer and transfer of title to the Buyer.

2. ***Initial Maintenance or Electrical Training Services*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall make available to three (3) Buyer mechanics an initial S-76 maintenance training course approximately fifteen (15) days in duration or, at Buyer's option, an S-76 electrical training course approximately ten (10) days in duration. Either course includes inspection and maintenance troubleshooting and use of a maintenance trainer. Each mechanic must have background experience in one or more of the following categories: certified (by the FAA or by an equivalent airworthiness authority) airframe mechanic with one (1) year practical experience as a rated aircraft mechanic; one (1) year experience as an active mechanic on a commercial or military helicopter; or three (3) years general experience as a commercial or military aircraft mechanic.

3. ***Engine Training Services*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall make available to three (3) Buyer mechanics, an engine maintenance course at the engine manufacturer's facility. This course is approximately five (5) days in duration.

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

HELICOPTER CONFIGURATION — EXHIBIT A

The following items of standard and optional equipment as described below, which have been selected by the Buyer, shall be installed on the Helicopter to be delivered under the Agreement.

Part 1:

BASELINE AIRCRAFT

Features of the S-76C++ Aircraft Code 0102:

Dynamic System - Two Turbomeca Arriel 2S2 engines, and a four blade articulated main rotor system with dual controls.

Cockpit – An Integrated Instrument Display System (IIDS), with an easy to upgrade avionics package. There is a Bleed Air Heating Defogging system and dual windshield wipers. The Pilot and Copilot seats come with a five point Restraint system.

Cabin – A large cabin that can be configured for four different missions and a 38 cubic foot baggage compartment

Other – Retractable landing gear, and 281 gallons of usable fuel

Baseline Avionics Package Includes:

Collins Proline II: Dual Collins VHF 22A Comms and VIR 32 Navs, single ADF 462 ADF, TDR 90 Transponder, DME 42 DME with IND 42A Indicator, ALT 1000 Radio Altimeter with Expanded Scale ALI 55A Indicator.

Honeywell EFIS/DAFCS: 4-Tube Honeywell EDZ 756 EFIS with 5" x 6" Indicators Displaying Airspeed, Altitude and Vertical Speed, Dual Litef AHRS, Dual Penny and Giles Air Data Computers, Dual Honeywell Digital SPZ 7600 Automatic Flight Control System, Altitude Alert.

Electrical: 28 Volt Electrical System with two 200 Amp Starter/Generators, 10 KVA AC Generator, Dual Static Inverters, Avionics and EFIS Master Switches.

Audio: Dual dB Systems Audio control panels with ICS and VOX plus three maintenance jacks, one in the cabin and two in the baggage compartment. This also includes dual 45° pedestal mounted ICS foot switches, three David Clark Headsets, one six-foot walk-around cord and two 30-foot walk-around cords, Cabin PA/Chime System, and a Passenger Briefing System - PBS 250

Backup/Safety Systems: Enhanced Ground Proximity Warning System, Universal 120 CVR, 3" Backup Airspeed Indicator and Altimeter, ADI-335D Standby Attitude Indicator with Nav1/Nav2 Select, ELT 406-NHM w/ Satellite Frequency, Electric Door Locks – Cabin, Cabin/Cockpit and FD DCPL Chime/Annunciator

Weather Related Systems: Wx Avoidance Radar - Primus 440, Windshield Washer System, Heated Glass Windshields, and Engine Inlet Barrier Filter

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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PART 2
DELUXE EXECUTIVE COMPLETION SERVICES

ADDITIONAL AVIONICS ITEMS

07025 Delete PBS 250 Passenger Briefing System
11002 Radio Tuning Units - RTU 420D
11028 Dual - Mode S Transponders w/Diversity TDR 94D
11037 DME, 2nd - DME 42
30061 Cabin ICS
30012 Audio Jacks - Emergency *(Stc/Bose)*
30020 Audio Jacks, Cockpit - Bose
30093 Cabin Call System
31021 Speakers - Door, Two
32001 Cellular Phone Base and Charger
32024 Satellite Communications System, AirCell ST 3100
34053 Nav/LRN Switch for ADI 335D
34081 Vertical Card Standby Compass
35053 FMS - Universal UNS 1F w/Go Around Switch wired to the Collective
36044 Lightning Strike Sensor - LSZ 860 w/LU 860
36065 Wx Avoidance Radar - Primus 880, *exchange for Primus 440*
36104 GMX-200 Multi Function Display, Garmin
36105 JeppView for GMX-200 MFD
36120 Honeywell Multi Function Radar Display (MFRD) displays Radar, Flight Plan, & Checklists
37011 TCAS I System - CAS 66A
37017 TCAS Control Panel - CP 66B
37025 TCAS I TA/VSI Display, Dual -IVA 81D

PAINTS & FINISHES

50002 VIP Interior Paint Prep & Finish
50012 VIP Exterior Paint Preparation & Finish

INTERIORS

63000 Deluxe VIP Interior Group, featuring: Silencer airframe isolated interior wall panel system, high performance airframe mounted secondary acoustic package, Ultraleather or Ultrasuede interior panel upholstery, ECS ducting, cockpit/cabin divider bulkhead with left hand and right hand sliding windows, leather seat upholstery, general cabin lighting, emergency cabin lighting, reading lights (8) and air outlets (8), cabin door threshold lighting, membrane switch panels to control cabin systems, tinted interior cabin windows, decorative plating in cabin, illuminated ordinance signs, emergency/informational signage, emergency exit signs, cabin and cockpit carpet with spare, wood veneer/leather/decorative metal details, integral magazine racks on cabin doors, storage cabinet forward of raised fuel deck, seat maintenance covers, cabin floor runners, molded baggage compartment floor liner, Stain Guard Protection, Nut Plates fittings for all Opera Windows and Removal of unused tie down fittings.

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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63013 Aft Facing Bench – ¾ Place
63071 Bulkhead Storage Compartment - Crew *(Aft Facing Bench)*
63085 Cabin Coat Hooks, Two
63098 Acoustic Noise Reduction - Bay Blanket Kit, Lightweight
70016 Sheepskin Seating - Crew Seats
70052 Seat Belt Extension
72063 Flight Manual Storage, LH Controls Closet

INTERIORS (Continued)

76017 Cabin Door Vents, Remove
77034 Single Action Door Release

AIRCRAFT ITEMS

80001 Boarding Step, Retractable - LH
80002 Boarding Step, Retractable - RH
80082 Engine Inlet Covers Storage *(S-76C++)*
80086 Maintenance Covers - Exterior
80090 Vertical Pylon Access Panels, CSN 76-207
83001 Annunciator - "FUEL X-FEED" ON
83051 Hydraulic Quick Disconnect Relocation
83055 Remove LH Accessory Drive - CSN 76-205
83065 Pulsed Electric Engine Chip Detector System, Eaton 1K7707
84051 C4 Environmental System
85001 Annunciator - "Land LT ON"
85002 Annunciator - "Search LT ON"
85012 Gooseneck Map Lights
85036 Anti-Collision Light, Red - Bottom
85051 Landing Light - LH Main Gear
85061 Recognition Lights - Forward Facing
85063 Logo Lights
85071 Pulselight System
85072 Pulse Landing Lights
85073 Pulse Recognition Lights
86001 Approach Plate Holder, Lighted - Pilot
86002 Approach Plate Holder, Lighted - Copilot
86016 Pencil Holder
86017 Console Storage Bin-Small *(Added per amend 1)*
86026 Sun Tint - Windshield
86050 Overhead Lateral Absorber
86052 Bifilar 5P
86054 Track and Balance Accelerometers Installed in Fuel Cell Extension
86060 Rotor Pedals Lube Kit
87001 Annunciator - "Pitot Heat" On
87002 Annunciator - "W/S Heat On"

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262093

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88051 Floats Completion
88061 Single Pilot IFR
90001 Cabin reading light master ON/OFF switch in the cockpit
90002 Clear Coat Exterior Paint (over metallic)
90003 Replace exterior fairing/access panel hardware with stainless steel hardware
90004 Relocate reading lights from center cabin ceiling to above outboard passenger system
90005 Eight Bose headset jacks for use with the cabin ICS in the cabin (custom locations)
90006 Satcom System to be installed without the cockpit intercom capability (ref. code 32024)
90007 GMX200 display to be installed on the right and the MFRD on the left
90009 Audio input jack in cabin for Ipod type device. Entertainment audio to be heard in all cabin Bose headsets. No other controls, volume controlled via iPod device
90010 Audio input jack in cockpit for Ipod type device. Entertainment audio to be heard in both cockpit Bose headsets only. No other controls, volume controlled via Ipod devise
90012 Boarding steps to be surfaced with coarse non-skid
90013 Fwd facing bench seat, 3-4 passenger, W/wide single fold down armrest for right hand passenger. Armrest shall be shortened from the standard length and provide storage inside under lid for IPOD/Cell phone jacks (reference 90021 & 90009) and holders for customer furnished IPOD/Cell phone.
90015 Sheep skin throw carpet for cabin floor.
90016 Headset hangers located at ceiling level above all 8 cabin seats against forward/aft bulkheads
90017 Customer Cabin Interior Materials
Customer Furnished Materials
(Leather, Carpet, Sheepskin, Panel Covering)
Custom Upholstery Work
90019 Do not install the 63000 magazine storage in lower cabin doors (Added per amend 1)
90020 Custom upholstery/cushion fabrication requiring customer approval via pre-production prototype. 90021Cell phone Interface into the cabin ICS system. Connection to be in the fold down armrest of the 90013 fwd facing bench seat with ability to select the cell phone connection for any occupant on the fwd facing bench seat (4) positions. Tied to Weight-on-Wheels switch to disable in-flight use.

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

PROGRAM WORK AUTHORIZATION	RELEASE DATE	REV NO	REV DATE	PWA NUMBER
	12/17/07	03	12/15/08	F008-S76-002
			PAGE	14 of 14

Strip List:

Removal of the baseline Production Aircraft parts listed below (for each aircraft) shall be accomplished under Sikorsky Quality Assurance supervision. The parts will be stored in a bonded storeroom and returned to Sikorsky Aircraft upon direction. These parts must be removed upon receipt of the aircraft at Keystone and before induction into the Part 145 operation. Component removals (Strip List) shall be performed per Sikorsky Aircraft Process Procedure PR: 03-02-087 - Baseline Production Aircraft Part(s) Removal.

CODE	Option Name	P/N	Owner	NOMENCLATURE	QTY	Stock LOC	Std Cost	Total Value
0725	PBS 260	Unknown		Passenger Briefer System	1			
		PBS250-1-S5	AERO	Briefer Computer	1	3WPN	1,964.00	1,964.00
		PBS250-2-B5	AERO	Briefing Controller	1	3WPN	893.86	893.86
0102	Standard Aircraft	76COL-61000-011		Baseline Interior Package				
		33776-62187-011	SAC	Marking Install				
		250-2 AC/3A	SAC	Exit Sign	2	P60N	79.36	158.72
		33776-62598-011	SAC	Curtain Install				
		33776-52596-041	SAC	Curtain Assy	1	P60N	266.00	266.00
		33776-67574-011	AERO	Ceiling Install				
		33776-57574-042	AERO	Duct Assy.	1	3STN	390.00	390.00
		33776-57574-045	AERO	Ceiling Panel Assy	1	P74N	7,763.02	7,763.02
	Ballast Weights	76500-00701-011	SAC	Ballast Install				
		33776-64732-104	SAC	Ballast	18	P60N	57.00	1,026.00
		76500-00701-041	SAC	Plate Assy	1	P60N	1,338.53	1,338.53
		33776-64732-103	SAC	Retainer	3	P60N	78.84	236.52
	Door Seals				4			
11002	(RTU) Radio Tuning Units							
		622-6521-015	AERO	NAV Control Head (CTL 32)	2	P74N	2,195.10	4,390.20
		622-6520-007	AERO	COMM Control Head (CTL 92)	2	P74N	2,195.10	4,390.20
		622-6523-203	AERO	Transponder Control Head (CTL 92)	1	P74N	2,538.00	2,538.00
		622-6522-007	AERO	ADF Control Head	1	P74N	2,294.54	2,294.54
		33776-44352-045	AERO	Mounting Plates	3	P74N	193.47	580.41
11028	Dual Mode S XPNDR -TDR 94							
		622-1270-001	AERO	TDR-90 Transponder RT	1	P60N	6,733.80	6,733.80
		622-5211-003	AERO	TDR-90 Tray	1	3STN	0.00	0.00
		622-8580-002	AERO	CAD 62 Adapter	1	P60N	705.00	705.00
		653-9015-001	AERO	CAD 62 Adapter Tray	1	P60N	0.00	0.00
		622-6523-203	AERO	Transponder Control Head	1	P74N	2,538.00	2,538.00
34081	Vertical Card for Standby Compass							
		MS17983-4	AERO	Standby Compass	1	P60N	668.25	668.26
36065	Wx Avoidance/Search Radar - Primus 880							
		7021450-401	AERO	WU440 TRA	1	P74N	18,560.00	18,560.00
		7007700-104	AERO	Weather Radar Indicator	1	P74N	10,707.00	10,707.00
36120	Honeywell Multi Function Radar Display (MFRD							
		7007700-104	AERO	Weather Radar Indicator	1	P74N	10,707.00	10,707.00
84051	C4 Environmental System							
		76500-07060-019	AERO	Heat Vent Install				
		SS49TA824-4D16V	AERO	Restrictor	1	P60N	0.00	0.00
		129580-2	AERO	Duct Tee	1	P60N	1,359.00	1,359.00
		129632-1	AERO	Sensor	1	P74N	7,670.00	7,670.00
		3166037-1	AERO	Tee Assy	1	P74N	0.00	0.00
		3166037-4	AERO	Tee	1	P74N	0.00	0.00
		3214102-2	AERO	Pressure Transducer	1	P74N	600.00	600.00
		33776-54210-041	AERO	Suppressor	1	3STN	10,407.23	10,407.23
		76306-07004-578	AERO	Tube Assy	1	P74N	0.00	0.00
		76306-07004-080	AERO	Tube	3	P74N	0.00	0.00
		76307-03006-047	AERO	Tube	1	P74N	66.64	66.64
		76307-03006-071	AERO	Tube	1	P74N	86.26	86.26
		76307-03006-072	AERO	Tube	1	P74N	69.55	69.55
		76450-01043-011	AERO	Panel Install				
		76450-01042-041	AERO	Panel Assy	1	P74N	1,919.38	1,919.38
		76500-07075-042	AERO	Adapter Assy	2	P74N	181.07	362.14
		76500-07901-103	AERO	Blower	1	P60N	6,167.00	6,167.00
		76500-07805-103	AERO	Suppressor	1	P74N	7,614.00	7,614.00
		76500-07060-019	AERO	Heat Vent Install				
		76306-07004-057	AERO	Tube Assy	1	P74N	42.63	42.63
		76306-07004-068	AERO	Tube Assy	1	P74N	57.31	57.31
		76307-03006-049	AERO	Tube Assy	1	P74N	70.63	70.63
		76307-03006-082	AERO	Tube Assy	1	P74N	51.82	51.82
		76307-03006-083	AERO	Tube Assy	1	P74N	76.67	76.67
		76307-03006-084	AERO	Tube Assy	1	P74N	63.40	63.40
		76500-07054-043	AERO	Duct Assy	1	P79N	0.00	0.00
		76500-07066-042	AERO	Adapter Assy	1	P74N	200.14	200.14
		76500-07900-104	AERO	Valve	1	P74N	5,613.00	5,613.00
		76500-07066-102	AERO	Adapter	1	P60N	890.00	890.00
		76212-03004-044	AERO	Heat Duct Assy	1	P74N	997.00	997.00
		76212-03004-043	SAC	Heat Plenum	1	P74N	0.00	0.00
		76212-01018-101	AERO	Cockpit Defrost Duct	1	P74N	0.00	0.00
		76212-03005-101	AERO	Cockpit Defrost Duct	1	P74N	0.00	0.00
		76212-03004-051	AERO	Duct Assy. Upper L/H	1	P74N	1,029.00	1,029.00
		76212-03004-042	SAC	Duct Assy	1	P74N	0.00	0.00
		76212-03004-041	SAC	Duct Assy	1	P74N	0.00	0.00
		76500-07512-042	SAC	Assy	1	P04N	0.00	0.00
		33776-64056-019	AERO	IC9 Install				
		33776-64056-041	AERO	Switch Box Assy, LH	1	P64N	0.00	0.00
		33776-64626-011/-0	2 H.S.I.	NACA Door Vents (Removal)				
		1482-03	SAC/PSOR	LH NACA Duct Valve Assy	1	3WPN	0.00	0.00
		1482-04	SAC/PSOR	RH NACA Duct Valve Assy	1	3WPN	0.00	0.00
		76207-01136-101	AERO	Panel	4	P60N	PAPO	PAPO
		1613-01	AERO	Vent Panel Assy	1	3STN	PAPO	PAPO
		1613-02	AERO	Vent Panel Assy	1	3STN	PAPO	PAPO
		82405	AERO	Diffuser	4	3STN	120.95	483.80
85012	Gooseneck Map Lights (EX)							
		15-0007-127	AERO	Grimes Utility Lights	2	P74N	567.63	1,136.26
							Total	126,059

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

PROGRAM WORK AUTHORIZATION	RELEASE DATE	REV NO	REV DATE	PWA NUMBER
	1/25/08	00	1/18/08	F008-S76-002
			PAGE	1 of 15

STANDARD DISTRIBUTION	PROGRAM NAME		B.D.M. NO.
	S76		
	CONTRACT NUMBER		C.W.A. NO.
	S76TD6167A		
	CONTRACT DATE	THROUGH CONTRACT AMENDMENT	
THIS INFORMATION IS COMPANY PRIVATE.	12/17/07		

SUBJECT Completion of S-76C++ Aircraft 760746 (eff: 286)

Customer: Air Ghislaine, Inc.

STATEMENT OF WORK (SCOPE & SCHEDULE)					
MODEL:	S76C++				
SPEC / REV:					
SERIAL NUMBER:	746				
SIKORSKY ACCEPTANCE:					
SCHEDULED PRESENTATION DATE:	Dec 2008				
SCHEDULED PRESENTATION DATE COMPLETION SERVICES:	Jul 2009				

DETAIL WORK DESCRIPTION ATTACHED: Release the above aircraft to the Keystone Completion Center.

Revision		Change Explanation			
Number	Notes	Schedule	Budget	Configuration	Other
0	Release. Contract Details	X	X	X	X

Period of Performance: December 2007 thru July 2009

APPROVALS & ENDORSEMENTS					
	Name	Date		Name	Date
Program Manager	Chris Sharkus	1/25/08	Finance		1/25/08

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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PROGRAM WORK AUTHORIZATION	RELEASE DATE	REV NO	REV DATE	PWA NUMBER
	1/25/08	00	1/18/08	F008-S76-002
			PAGE	2 of 15

Statement of Work:

This PWA authorizes the design, planning, procurement, and construction of Executive Trop configuration at the Keystone S-76 Completion Center. This PWA authorizes Purchasing to direct Keystone to complete the aircraft under Purchase Order from Sikorsky. The following are the specific actions authorized under this PWA:

Purchase Order Instructions:

Purchasing is to issue Purchase Order authorization to Keystone to commence design, planning, and completion for the aircraft listed in the cover page and the configuration shown here in, with additional responsibilities as defined in the Sikorsky-Keystone Completion Center agreement.

Total Budget:

Air Ghislaine, Inc.

Description	Hrs	PWA Total	WBS AC 746
Pre-Ticket Flight Test and Support	161	26,116	AC-062.1.49.0A
Post RMS Activities		10,781	AC-062.1.49.0B
*Technical Publications		17,306	AC-062.1.49.0C
*FSI Standard Training		69,967	AC-062.1.49.0D
*Customer Gift Certificate		2,000	AC-062.1.49.0E
*Fleet Mgt Services		14,871	AC-062.1.49.0F
*FOGI (Baseline)		7,000	AC-062.1.49.0G
*Other-SAC OH		3,350	Planning purpose ONLY
Total Job Order Baseline	**161**	**151,392**	
Commission-(Baseline)		217,939	
Keystone Completion		2,235,040	AC-S71.1.01.2A
Keystone Completion O/H		71,521	Planning purpose ONLY
Pilot Support/AC acceptance @ CC	140	19,143	AC-S71.1.01.2C
ACB	40	4,219	AC-S71.1.01.2F
Engineering- Avionics	296	33,626	AC-S71.1.01.2G
Engineering-Interiors	298	34,089	AC-S71.1.01.2H
Engineering-Flight Sciences	100	11,549	AC-S71.1.01.2I
Management Reserve		50,000	AC-S71.1.01.2J
***FOGI (Completion)**		8,000	AC-S71.1.01.2K
***Additional Training**		38,698	AC-S71.1.01.2M
***AAG SUPPORT-VIP only(20hrs)**		106,521	AC-S71.1.01.2N
*Other-SAC OH		4,647	Planning purpose ONLY
Extended Warranty		57,600	AC-S71.1.01.2R
Strip List		(126,058)	AC-S71.1.01.2S
Total Completion	**874**	**2,548,596**	
Commission-(Completion)		73,238	
Grand Total incl. Commission	1,035	2,991,165	

Charter Time –As an added benefit of an S-76C++ Deluxe Executive Helicopter acquisition, Sikorsky shall provide to Buyer twenty (20) hours of S-76 charter time in the metropolitan New York area through Sikorsky's subsidiary, Associated Aircraft Group ("AAG"). The benefit of these services may be used by Buyer upon reasonable request, subject to AAG's standard terms and conditions of service, and will remain on account with AAG for two years after execution of this Agreement.

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Action – Purchasing (D. McCory/S. Monteiro)

Please inform Turbomeca that the following S76C++ aircraft s/n (760746) with Turbomeca Engines was sold to the following customer:

Air Ghislaine, Inc. (Jet Aviation)
3800 Southern Boulevard
Suite 204
West Palm Beach, Fl. 33406
Mr. Larry Visoski

Engine Certification for the country of US is required in time to support aircraft delivery. If certification has not already been obtain in this country, have Turbomeca promptly initiate certification activity with the appropriate authorities and inform us of this action.

Engine Maintenance Manuals are also required to be sent directly to the customer by the aircraft delivery date.

The following additional engine related commitments are also specified in the S76C++ New Helicopter Sales Agreement (**S76TD6167A**): NONE

Additional Requirement for Completion Center

The completion center is responsible for ensuring the documentation that is delivered to the customer reflects the delivered configuration. The documents to be delivered with the helicopter include, but are not limited to: Pilot guides for cockpit equipment, Electrical Load Analysis Report, Weight & Balance Report, 1p and 4p Vibration Report, Aircraft Equipment Inventory Listing, Certificate of Airworthiness, Return to Service, CVR/FDR Reasonability Check Report, Option Data Package for continued airworthiness for all equipment installed by the Completion Center which is not covered in the Aircraft Maintenance Manual.

All Transponders, ELT's and other programmable devices are to be programmed with appropriate information to be provided by Customer.

All aircraft equipment Software and databases are to be updated/loaded by the completion center prior to delivery. Completion Center will also submit a subscription application to each supplier for a minimum of 12 months software/database subscription. Additionally, all data transfer cables and special equipment necessary to perform these functions will be provided to the customer. This includes, but is not limited to: **EGPWS, FMS, Garmin GMX 200.**

Aircraft is to be flown into retorque window and all retorques are to be accomplished prior to delivery. Helicopter will be delivered with sufficient flight time available to enable ferry flight to customer's home base without need for retorque or scheduled maintenance or inspections.

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

All open and/or applicable ASB's and AD's are to be complied with prior to delivery. CSN's complied with at the direction of the Program Manager.

No part used in the completion of the S-76 helicopter will be installed if its remaining life at time of delivery will be less that 75% of its published life. Also, parts that are subject to periodic inspections shall not be installed as part of the S-76 completion if the inspection interval remaining on the part is less than 12 months or at least 75% of the published inspection interval remains at time of delivery.

Action – Information Technologies (D. Blackmore)

- Create a MyCompletion Website, username and password for the customer listed on this PWA.
- Point of Contact (POC):
  - Chris Shurkus - S76 Program Manager (203) 386-5558
  - Dan Dennis – Customer Service Manager (203) 416-4241
  - Howard Germon –Regional Sales (203) 267-7208

Action – M. Mariotti (should be charge to an expense P.O.)

- Place purchase order for (Five) 5 display models with Microwest, 1312 West Collins Ave Orange, CA 92867, (714) 771-2521. These models are to be painted in the customer unique paint scheme including customer registration number. Have the completed models shipped to SAC, attention Chris Shurkus
- Order customer gift certificate from GBG, The Corp Gift Source, 204 Spring Hill Road, Trumbull, CT 06611, (203) 459-4424 in the amount of $2,000.00, made out to Attn: Mr. Larry Visoski

Action – Program Manager (C. Shurkus)

DESCRIPTION OF SALE

1. ***Sale*** - Sikorsky shall sell and deliver to the Buyer, and the Buyer shall purchase from Sikorsky, the Quantity of one new Sikorsky Model S-76C Helicopters with new Turbomeca 2S2 engines (known as the S-76C++) and equipped with the items of additional equipment specified in Exhibit A, Part 1 (the "Helicopter"). In addition, Sikorsky shall sell and perform the Completion Services for Buyer and Buyer shall purchase the Completion Services on the Helicopter, which will then be equipped with the items of additional equipment specified in Exhibit A, Part 2, (the Deluxe Executive Helicopter"). Notwithstanding anything to the contrary contained herein, during the performance of the Completion Services, the configuration items specified in Annex 1 to Exhibit A shall be removed from the Helicopter and retained as property of Sikorsky. These configuration items shall be either deleted or replaced by the customized options chosen by Buyer in Exhibit A, Part 2 as part of the Completion Services.

2. ***Presentation of Helicopter for Acceptance*** - The Helicopter shall be presented for acceptance at the Sikorsky designated facility in Connecticut (the "Designated Facility") on the Scheduled Presentation Dates. Upon Buyer's request for a demonstration flight of the Helicopter, Sikorsky shall conduct a demonstration flight at the Designated Facility during such presentation, which flight shall be approximately one (1) hour in duration or longer as

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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may reasonably be necessary. Buyer's obligation to purchase the Helicopter is conditioned upon and subject to Buyer being satisfied that the Helicopter is in airworthy condition with all flight critical systems functional and in proper working order, and has been manufactured in accordance with the specifications of this Agreement and that the Helicopter has no damage, corrosion or other defects.

3. ***Acceptance and Title Transfer*** - After presentation of the Helicopter, Buyer shall evidence its acceptance of the Helicopter by executing a Certificate of Helicopter Acceptance. Upon Buyer's execution of the Certificate of Helicopter Acceptance, and payment of the Baseline Helicopter Final Payment pursuant to Section III.1.b., Sikorsky shall transfer title to Buyer at the Designated Facility. Following title transfer, Sikorsky shall provide to Buyer a FAA Certificate of Airworthiness, a Bill of Sale and a Warranty Bill of Sale (Exhibit C). Sikorsky shall retain custody of the Helicopter for the purpose of the performance of the Completion Services. As part of the Completion Services, Sikorsky will transport the Helicopter, at Sikorsky's expense, from Connecticut, to Sikorsky's designated completion center (the "Completion Center") via ferry flight. Upon its arrival at the Completion Center, the Helicopter shall be inducted into the facility in order to allow the performance of the Completion Services.

4. ***No Prospective Registration of Interest***- Prior to the transfer of title as provided in this Agreement, Buyer, without the prior written consent of Sikorsky, shall neither register nor consent to the ability of any person to register any interest in the Helicopter or its engines on the International Registry, including without limitation, any prospective international interest, pursuant to that body of law know as the Cape Town Treaty Convention on International Interests in Mobile Equipment and the Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment (hereinafter the "Cape Town Treaty"). Any consent by Sikorsky to registration of any interest in the Helicopter or its engines shall be subject to among other things at Sikorsky's sole discretion, receipt by Sikorsky of all payments due under this Agreement at the time of title transfer of the Helicopter to Buyer. Registration of any interest under the Cape Town Treaty in violation of this paragraph shall be deemed ineffective as against Sikorsky and Buyer shall immediately upon request of Sikorsky and at Buyer's expense, take all required action to remove any such interest or other encumbrance on the Helicopter in connection therewith.

5. ***Risk of Loss*** – Sikorsky shall have risk of loss of the Helicopter, subsequent to the transfer of title through Buyer's acceptance of the Completion Services. In the event that the Helicopter is damaged or the functionality is in any way compromised during the conduct of the Completion Services, Sikorsky shall be required, as a part of the Completion Services, to repair such damage or restore such functionality to as good condition as new. Buyer agrees that any insurance proceeds for such repair shall be paid directly to Sikorsky. In the event the Helicopter is lost or destroyed or damaged beyond economic repair at any time prior to Buyer's acceptance, Buyer shall have the right to either (i) purchase the next available S-76 C++ Helicopter in Sikorsky's production sequence (the "Replacement Helicopter") on the same terms and conditions as set forth in this Agreement, (however Sikorsky reserves the right to make changes in the Exhibit A configuration and Helicopter Unit Price of the Replacement Helicopter required due to obsolescence, FAA requirements, or as a result of

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

changes in the manufacture of the Helicopter), or (ii) terminate this Agreement. Buyer shall notify Sikorsky of its decision within fifteen (15) days of receipt by Buyer of written notice from Sikorsky of the loss or destruction of or damage beyond economic repair to the Helicopter, which notice shall include the projected delivery date of the Replacement Helicopter.

5. ***Presentation of Completion Services for Acceptance*** – Upon the completion of the Completion Services, the Deluxe Executive Helicopter shall be presented for technical acceptance of the work performed at the Completion Center on the Scheduled Presentation Date Completion Services. Upon Buyer's request for an inspection and demonstration flight of the Deluxe Executive Helicopter, Sikorsky shall conduct a demonstration flight of the Deluxe Executive Helicopter, at the Completion Center during such inspection and presentation, which flight shall be approximately one (1) hour in duration or longer as may reasonably be necessary. Buyer's obligation to accept the Deluxe Executive Helicopter is conditioned upon and subject to Buyer being satisfied that the Completion Services have been satisfactorily completed and that the Helicopter as previously accepted by Buyer, is in airworthy condition with all systems functional and in proper working order and with no damage incurred.

6. ***Acceptance of Completion Services*** – After the completion of the inspection, the Deluxe Executive Helicopter shall be presented to Buyer for final acceptance of the Completion Services at the Designated Facility. Buyer shall evidence its acceptance of the Completion Services by executing a Certificate of Acceptance of the Completion Services (Exhibit C). Thereafter, upon the receipt of the Completion Services Final Payment pursuant to Article III. 1.d. below, Sikorsky shall provide to Buyer a FAA return to service certification and the Deluxe Executive Helicopter shall then be at Buyer's risk.

Action – Engineering (T. McTaggart , Charlie Hayden)

IV - CONFIGURATION FINALIZATION

1. ***Finalization Dates*** - The parties acknowledge that the Helicopter/Deluxe Executive Helicopter configuration set forth in Exhibit A is not yet finalized and therefore agree to finalize the following portions of the configuration by not later than one hundred fifty (150) days from the Acceptance Date of this Agreement:

Aircraft System Specification
Interior General Arrangement
Audio Proposal
Interior Rendering Board
Aircraft Registration Number
Exterior Paint Rendering
Paint Scheme

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Other

2. ***Amendment*** - For this purpose, the Buyer's Contact for Technical Issues shall have complete authority on behalf of the Buyer to discuss configuration issues and amend this Agreement accordingly, with associated technical, price and/or delivery changes. If the above dates are not met, Sikorsky may delay the Scheduled Presentation Date(s) and/or increase the Total Contract Price due to Sikorsky's additional costs associated with such delay and/or terminate this Agreement.

Action – (D. Carew, P. Perschbacher, K. Ohrenberger)

VI - HELICOPTER RELATED PROVISIONS

1. ***Type Design and Production Approval*** - The S-76 helicopter and all of its variants has been granted Type Certification by the U.S. Federal Aviation Administration ("FAA") under Federal Aviation Regulation ("FAR") Title 14 CFR Part 21. The certification basis of the S-76 as defined by Type Certificate H1NE, is FAR Title 14 CFR Part 29, "Airworthiness Standards: Transport Category Rotorcraft". Manufacture of the S-76C++ helicopter is approved under Sikorsky's Production Certificate PC-105 granted in accordance with FAR Title 14 CFR Part 21. Sikorsky as Type Certificate Holder, in the course and conduct of its business may at its sole discretion, seek FAA approval for the manufacture of the Helicopter under Sikorsky's Type Certificate at any facility wholly owned and controlled by Sikorsky and approved for such manufacture by FAA.

2. ***Special Flight Tests*** - Flight test work required for prototyping of any components or system detailed in ParagraphVII.5 below, functional checkout, or qualification of any additional equipment contracted may be performed by Sikorsky on the Helicopter and the Deluxe Executive Helicopter prior to title transfer thereto or final delivery thereof, respectively, to the Buyer. The delivery of the Helicopter or the Deluxe Executive Helicopter may be delayed to the extent necessary to accomplish the flight test work objectives without any liability on the part of Sikorsky for any such delay. In the event the Helicopter or Deluxe Executive Helicopter is destroyed during the period of such flight tests, such destruction arising from any cause whatsoever, Sikorsky shall be under no obligation to furnish a substitute Helicopter or Deluxe Executive Helicopter but shall rather be relieved of all obligations with respect to the delivery of such Helicopter or Deluxe Executive Helicopter so destroyed, except that Sikorsky or the insurance company shall promptly refund to Buyer all amounts theretofore paid by Buyer with respect to the purchase price thereof.

Action – Customer Service (K. Perry, A. Wunderlich, J. Hutchinson):

V. ***WARRANTIES***

Warranties - Sikorsky's warranties and Buyer's remedies are set forth in Exhibit B Deluxe Executive Helicopter Warranty.

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

1. ***Engine Warranty***- The engine manufacturer warranties and Buyer's remedies are set forth in Exhibit C. As a matter accommodation to Buyer Sikorsky shall obtain from the engine manufacturer, Turbomeca, a warranty extension of one year beyond the standard two years, for a total duration of three years or 1,000 flight hours as defined in paragraph 1.1 of Exhibit C, Turbomeca Arriel 2S2 Turboshaft Engine, that is attached hereto for reference. For the avoidance of doubt, the engine remains warranted by the engine manufacturer and all other terms and conditions of the engine manufacturer warranty shall remain unchanged.

VI - HELICOPTER RELATED PROVISIONS

3. ***Publications*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall furnish or offer to the Buyer certain publications under this paragraph for use by the Buyer and its contractors in operating and supporting the Deluxe Executive Helicopter. Sikorsky shall provide the Buyer with two paper copies of the Pilot's Flight Operating Manual and one copy each of the Sikorsky Maintenance Manual, Illustrated Parts Catalog, Wiring Manual, Engine Operating and Maintenance Manual and Engine Illustrated Parts Breakdown, and all revisions to each Sikorsky manual for three (3) years after delivery of each Deluxe Executive Helicopter at no additional cost to the Buyer. In addition, the Buyer may elect to receive S-76 Interactive Electronic Technical Manuals (IETMs) contained on one (1) CD-ROM computer disk and/or via Internet access from a Sikorsky-provided web site for accessing the information contained in the S-76 Maintenance Manual, Illustrated Parts Catalog and Airworthiness Limitations and Inspection Requirements Manuals (Chapters 4 and 5). The IETMs shall be subject to Sikorsky's standard IETM software license agreement terms. The Buyer also shall receive all revisions to the Sikorsky IETMs for three (3) years after delivery of the Deluxe Executive Helicopter at no additional cost to the Buyer. In addition, Sikorsky shall provide one copy of the operational and maintenance manuals of options, system schematics for the Deluxe Executive Helicopter normally available from Sikorsky and aviation subcontractors.

- ***Helotrac™*** - With each Helicopter sold and delivered hereunder, Sikorsky shall make available to Buyer a one-year subscription to this service.

VII - TRAINING PROVISIONS

1. ***Initial Pilot Training Services*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall make available to three (3) Buyer pilots an S-76 initial pilot training course approximately ten (10) days in duration, consisting of a Visual Flight Rules ("VFR") transition segment and, as required, an Instrument Flight Rules ("IFR") transition segment. Each of the segments is programmed to provide emphasis on helicopter familiarization, classroom instruction on systems operation and instruction in both the S-76 Simulator and the S-76 Cockpit Trainer. In addition, each Buyer pilot will receive two and one half (2.5) hours of flight with an instructor pilot. Each Buyer pilot must have a current U.S. commercial helicopter certificate or equivalent, and for the IFR segment, each Buyer pilot must have a current commercial certificate helicopter instrument rating, or equivalent. All flight training shall be

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

conducted on the Deluxe Executive Helicopter to be delivered hereunder, following acceptance by the Buyer and transfer of title to the Buyer.

2. ***Initial Maintenance or Electrical Training Services*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall make available to three (3) Buyer mechanics an initial S-76 maintenance training course approximately fifteen (15) days in duration or, at Buyer's option, an S-76 electrical training course approximately ten (10) days in duration. Either course includes inspection and maintenance troubleshooting and use of a maintenance trainer. Each mechanic must have background experience in one or more of the following categories: certified (by the FAA or by an equivalent airworthiness authority) airframe mechanic with one (1) year practical experience as a rated aircraft mechanic; one (1) year experience as an active mechanic on a commercial or military helicopter; or three (3) years general experience as a commercial or military aircraft mechanic.

3. ***Engine Training Services*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall make available to three (3) Buyer mechanics, an engine maintenance course at the engine manufacturer's facility. This course is approximately five (5) days in duration.

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

HELICOPTER CONFIGURATION — EXHIBIT A

The following items of standard and optional equipment as described below, which have been selected by the Buyer, shall be installed on the Helicopter to be delivered under the Agreement.

Part 1:

BASELINE AIRCRAFT

Features of the S-76C++ Aircraft Code 0102:

Dynamic System - Two Turbomeca Arriel 2S2 engines, and a four blade articulated main rotor system with dual controls.

Cockpit – An Integrated Instrument Display System (IIDS), with an easy to upgrade avionics package. There is a Bleed Air Heating Defogging system and dual windshield wipers. The Pilot and Copilot seats come with a five point Restraint system.

Cabin – A large cabin that can be configured for four different missions and a 38 cubic foot baggage compartment

Other – Retractable landing gear, and 281 gallons of usable fuel

Baseline Avionics Package Includes:

Collins Proline II: Dual Collins VHF 22A Comms and VIR 32 Navs, single ADF 462 ADF, TDR 90 Transponder, DME 42 DME with IND 42A Indicator, ALT 1000 Radio Altimeter with Expanded Scale ALI 55A Indicator.

Honeywell EFIS/DAFCS: 4-Tube Honeywell EDZ 756 EFIS with 5" x 6" Indicators Displaying Airspeed, Altitude and Vertical Speed, Dual Litef AHRS, Dual Penny and Giles Air Data Computers, Dual Honeywell Digital SPZ 7600 Automatic Flight Control System, Altitude Alert.

Electrical: 28 Volt Electrical System with two 200 Amp Starter/Generators, 10 KVA AC Generator, Dual Static Inverters, Avionics and EFIS Master Switches.

Audio: Dual dB Systems Audio control panels with ICS and VOX plus three maintenance jacks, one in the cabin and two in the baggage compartment. This also includes dual 45° pedestal mounted ICS foot switches, three David Clark Headsets, one six-foot walk-around cord and two 30-foot walk-around cords, Cabin PA/Chime System, and a Passenger Briefing System - PBS 250

Backup/Safety Systems: Enhanced Ground Proximity Warning System, Universal 120 CVR, 3" Backup Airspeed Indicator and Altimeter, ADI-335D Standby Attitude Indicator with Nav1/Nav2 Select, ELT 406-NHM w/ Satellite Frequency, Electric Door Locks – Cabin, Cabin/Cockpit and FD DCPL Chime/Annunciator

Weather Related Systems: Wx Avoidance Radar - Primus 440, Windshield Washer System, Heated Glass Windshields, and Engine Inlet Barrier Filter

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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EFTA02727872

PART 2
DELUXE EXECUTIVE COMPLETION SERVICES

ADDITIONAL AVIONICS ITEMS

07025 Delete PBS 250 Passenger Briefing System
11002 Radio Tuning Units - RTU 420)
11028 Dual - Mode S Transponders w/Diversity TDR 94D
11037 DME, 2nd - DME 42
30061 Cabin ICS
30012 Audio Jacks - Emergency *(Std/Bose)*
30020 Audio Jacks, Cockpit - Bose
30093 Cabin Call System
31021 Speakers - Door, Two
32001 Cellular Phone Base and Charger
32024 Satellite Communications System, AirCell ST 3100
34053 Nav/LRN Switch for ADI 335D
34081 Vertical Card Standby Compass
35053 FMS - Universal UNS 1F w/Go Around Switch wired to the Collective
36044 Lightning Strike Sensor - LSZ 860 w/LU 860
36065 Wx Avoidance Radar - Primus 880, *exchange for Primus 440*
36104 GMX-200 Multi Function Display, Garmin
36105 JeppView for GMX-200 MFD
36120 Honeywell Multi Function Radar Display (MFRD) displays Radar, Flight Plan, & Checklists
37011 TCAS I System - CAS 66A
37017 TCAS Control Panel - CP 66B
37025 TCAS I TA/VSI Display, Dual -IVA 81D

PAINTS & FINISHES

50002 VIP Interior Paint Prep & Finish
50012 VIP Exterior Paint Preparation & Finish

INTERIORS

63000 Deluxe VIP Interior Group, featuring: Silencer airframe isolated interior wall panel system, high performance airframe mounted secondary acoustic package, Ultraleather or Ultrasuede interior panel upholstery, ECS ducting, cockpit/cabin divider bulkhead with left hand and right hand sliding windows, leather seat upholstery, general cabin lighting, emergency cabin lighting, reading lights (8) and air outlets (8), cabin door threshold lighting, membrane switch panels to control cabin systems, tinted interior cabin windows, decorative plating in cabin, illuminated ordinance signs, emergency/informational signage, emergency exit signs, cabin and cockpit carpet with spare, wood veneer/leather/decorative metal details, integral magazine racks on cabin doors, storage cabinet forward of raised fuel deck, seat maintenance covers, cabin floor runners, molded baggage compartment floor liner, Stain Guard Protection, Nut Plates fittings for all Opera Windows and Removal of unused tie down fittings.

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262106

EFTA02727873

63013 Aft Facing Bench – ¾ Place
63071 Bulkhead Storage Compartment - Crew *(Aft Facing Bench)*
63085 Cabin Coat Hooks, Two
63098 Acoustic Noise Reduction - Bay Blanket Kit, Lightweight
70016 Sheepskin Seating - Crew Seats
70052 Seat Belt Extension
72063 Flight Manual Storage, LH Controls Closet

INTERIORS (Continued)

76017 Cabin Door Vents, Remove
77034 Single Action Door Release

AIRCRAFT ITEMS

80001 Boarding Step, Retractable - LH
80002 Boarding Step, Retractable -RH
80082 Engine Inlet Covers Storage *(S-76C++)*
80086 Maintenance Covers - Exterior
80090 Vertical Pylon Access Panels, CSN 76-207
83001 Annunciator - "FUEL X-FEED" ON
83051 Hydraulic Quick Disconnect Relocation
83055 Remove LH Accessory Drive - CSN 76-205
83065 Pulsed Electric Engine Chip Detector System, Eaton 1K7707
84051 C4 Environmental System
85001 Annunciator - "Land LT ON"
85002 Annunciator - "Search LT ON"
85012 Gooseneck Map Lights
85036 Anti-Collision Light, Red - Bottom
85051 Landing Light - LH Main Gear
85061 Recognition Lights - Forward Facing
85063 Logo Lights
85071 Pulselight System
85072 Pulse Landing Lights
85073 Pulse Recognition Lights
86001 Approach Plate Holder, Lighted - Pilot
86002 Approach Plate Holder, Lighted - Copilot
86016 Pencil Holder
86017 Console Storage Bin-Small *(Added per amend 1)*
86026 Sun Tint - Windshield
86050 Overhead Lateral Absorber
86052 Bifilar 5P
86054 Track and Balance Accelerometers Installed in Fuel Cell Extension
86060 Rotor Pedals Lube Kit
87001 Annunciator - "Pitot Heat" On
87002 Annunciator - "W/S Heat On"

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

88051 Floats Completion
88061 Single Pilot IFR
90001 Cabin reading light master ON/OFF switch in the cockpit
90002 Clear Coat Exterior Paint (over metallic)
90003 Replace exterior fairing/access panel hardware with stainless steel hardware
90004 Relocate reading lights from center cabin ceiling to above outboard passenger system
90005 Eight Bose headset jacks for use with the cabin ICS in the cabin (custom locations)
90006 Satcom System to be installed without the cockpit intercom capability (ref. code 32024)
90007 GMX200 display to be installed on the right and the MFRD on the left
90009 Audio input jack in cabin for Ipod type device. Entertainment audio to be heard in all cabin Bose headsets. No other controls, volume controlled via iPod device
90010 Audio input jack in cockpit for Ipod type device. Entertainment audio to be heard in both cockpit Bose headsets only. No other controls, volume controlled via Ipod devise
90012 Boarding steps to be surfaced with coarse non-skid
90013 Fwd facing bench seat, 3-4 passenger, W/wide single fold down armrest for right hand passenger. Armrest shall be shortened from the standard length and provide storage inside under lid for IPOD/Cell phone jacks (reference 90021 & 90009) and holders for customer furnished IPOD/Cell phone.
90015 Sheep skin throw carpet for cabin floor.
90016 Headset hangers located at ceiling level above all 8 cabin seats against forward/aft bulkheads
90017 Customer Cabin Interior Materials
Customer Furnished Materials
(Leather, Carpet, Sheepskin, Panel Covering)
Custom Upholstery Work
90019 Do not install the 63000 magazine storage in lower cabin doors (Added per amend 1)
90020 Custom upholstery/cushion fabrication requiring customer approval via pre-production prototype. 90021Cell phone Interface into the cabin ICS system. Connection to be in the fold down armrest of the 90013 fwd facing bench seat with ability to select the cell phone connection for any occupant on the fwd facing bench seat (4) positions. Tied to Weight-on-Wheels switch to disable in-flight use.

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

PROGRAM WORK AUTHORIZATION	RELEASE DATE	REV NO	REV DATE	PWA NUMBER
	1/25/08	00	1/18/08	F008-S76-002
			PAGE	14 of 15

Strip List:

Removal of the baseline Production Aircraft parts listed below (for each aircraft) shall be accomplished under Sikorsky Quality Assurance supervision. The parts will be stored in a bonded storeroom and returned to Sikorsky Aircraft upon direction. These parts must be removed upon receipt of the aircraft at Keystone and before induction into the Part 145 operation. Component removals (Strip List) shall be performed per Sikorsky Aircraft Process Procedure PR: 03-02-087 - Baseline Production Aircraft Part(s) Removal.

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

PROGRAM WORK AUTHORIZATION	RELEASE DATE	REV NO	REV DATE	PWA NUMBER
	1/25/08	00	1/18/08	F008-S76-002
			PAGE	15 of 15

CODE	Option Name	P/N	Owner	NOMENCLATURE	QTY	Stock LOC	Std Cost	Total Value
0725	PBS 250	Unknown		Passenger Briefer System	1			
		PBS250-1-S5	AERO	Briefer Computer	1	3WPN	1,964.00	1,964.00
		PBS250-2-B5	AERO	Briefing Controller	1	3WPN	893.86	893.86
0102	Standard Aircraft	76COL-61000-011		Baseline Interior Package				
		33776-62167-011	SAC	Marking Install				
		250-2 AC/3A	SAC	Exit Sign	2	P60N	79.36	158.72
		33776-62598-011	SAC	Curtain Install				
		33776-52598-041	SAC	Curtain Assy	1	P60N	256.00	256.00
		33776-67574-011	AERO	Ceiling Install				
		33776-57574-042	AERO	Duct Assy	1	3STN	390.00	390.00
		33776-57574-045	AERO	Ceiling Panel Assy	1	P74N	7,763.02	7,763.02
	Ballast Weights	76500-00701-011	SAC	Ballast Install				
		33776-64732-104	SAC	Ballast	18	P60N	57.00	1,026.00
		76500-00701-041	SAC	Plate Assy	1	P60N	1,336.53	1,336.53
		33776-64732-103	SAC	Retainer	3	P60N	78.84	236.52
	Door Seals				4			
11002	(RTU) Radio Tuning Units							
		622-6521-015	AERO	NAV Control Head (CTL 32)	2	P74N	2,195.10	4,390.20
		622-6520-007	AERO	COMM Control Head (CTL 92)	2	P74N	2,195.10	4,390.20
		622-6523-203	AERO	Transponder Control Head (CTL 92)	1	P74N	2,538.00	2,538.00
		622-6522-007	AERO	ADF Control Head	1	P74N	2,294.54	2,294.54
		33776-44352-045	AERO	Mounting Plates	3	P74N	193.47	580.41
11026	Dual Mode S XPNDR -TDR 94							
		622-1270-001	AERO	TDR-90 Transponder RT	1	P60N	6,733.80	6,733.80
		622-5211-003	AERO	TDR-90 Tray	1	3STN	0.00	0.00
		622-6590-002	AERO	CAD 62 Adapter	1	P60N	705.00	705.00
		653-9015-001	AERO	CAD 62 Adapter Tray	1	P60N	0.00	0.00
		622-6523-203	AERO	Transponder Control Head	1	P74N	2,538.00	2,538.00
34081	Vertical Card for Standby Compass							
		MS17983-4	AERO	Standby Compass	1	P60N	668.25	668.25
36065	Wx Avoidance/Search Radar - Primus 880							
		7021450-401	AERO	WU440 TRA	1	P74N	18,560.00	18,560.00
		7007700-104	AERO	Weather Radar Indicator	1	P74N	10,707.00	10,707.00
36120	Honeywell Multi Function Radar Display (MFRI)							
		7007700-104	AERO	Weather Radar Indicator	1	P74N	10,707.00	10,707.00
84051	C4 Environmental System							
		76500-07050-018	AERO	Heat Vent Install				
		SS49TA824-4D16V	AERO	Restrictor	1	P60N	0.00	0.00
		129580-2	AERO	Duct Tee	1	P60N	1,359.00	1,359.00
		129632-1	AERO	Sensor	1	P74N	7,670.00	7,670.00
		3166037-1	AERO	Tee Assy	1	P74N	0.00	0.00
		3166037-4	AERO	Tee	1	P74N	0.00	0.00
		3214102-2	AERO	Pressure Transducer	1	P74N	600.00	600.00
		33776-54210-041	AERO	Suppressor	1	3STN	10,407.23	10,407.23
		76306-07004-578	AERO	Tube Assy	1	P74N	0.00	0.00
		76306-07004-080	AERO	Tube	3	P74N	0.00	0.00
		76307-03006-047	AERO	Tube	1	P74N	66.64	66.64
		76307-03006-071	AERO	Tube	1	P74N	86.26	86.26
		76307-03006-072	AERO	Tube	1	P74N	68.55	68.55
		76450-01043-011	AERO	Panel Install				
		76450-01042-041	AERO	Panel Assy	1	P74N	1,919.38	1,919.38
		76500-07075-042	AERO	Adapter Assy	2	P74N	181.07	362.14
		76500-07901-103	AERO	Blower	1	P74N	6,167.00	6,167.00
		76500-07905-103	AERO	Suppressor	1	P74N	7,814.00	7,814.00
		76500-07050-019	AERO	Heat Vent Install				
		76306-07004-057	AERO	Tube Assy	1	P74N	42.63	42.63
		76306-07004-068	AERO	Tube Assy	1	P74N	57.31	57.31
		76307-03006-049	AERO	Tube Assy	1	P74N	70.63	70.63
		76307-03006-082	AERO	Tube Assy	1	P74N	51.82	51.82
		76307-03006-083	AERO	Tube Assy	1	P74N	76.67	76.67
		76307-03006-084	AERO	Tube Assy	1	P74N	63.40	63.40
		76500-07054-043	AERO	Duct Assy	1	P74N	0.00	0.00
		76500-07068-042	AERO	Adapter Assy	1	P74N	200.14	200.14
		76500-07900-104	AERO	Valve	1	P74N	5,613.00	5,613.00
		76500-07068-102	AERO	Adapter	1	P60N	890.00	890.00
		76212-03004-044	AERO	Heat Duct Assy	1	P74N	987.00	987.00
		76212-03004-043	SAC	Heat Plenum	1	P74N	0.00	0.00
		76212-01016-101	AERO	Cockpit Defrost Duct	1	P74N	0.00	0.00
		76212-03005-101	AERO	Cockpit Defrost Duct	1	P74N	0.00	0.00
		76212-03004-051	AERO	Duct Assy, Upper L/H	1	P74N	1,029.00	1,029.00
		76212-03004-042	SAC	Duct Assy	1	P74N	0.00	0.00
		76212-03004-041	SAC	Duct Assy	1	P74N	0.00	0.00
		76500-07512-042	SAC	Assy	1	P04N	0.00	0.00
		33776-64058-019	AERO	ICS Install				
		33776-64058-041	AERO	Switch Box Assy, LH	1	P84N	0.00	0.00
		33776-84625-011/-012	H.S.I.	NACA Door Vents (Removal)				
		1482-03	SAC/PSOR	LH NACA Duct Valve Assy	1	3WPN	0.00	0.00
		1482-04	SAC/PSOR	RH NACA Duct Valve Assy	1	3WPN	0.00	0.00
		76207-01136-101	AERO	Panel	4	P60N	PAPO	PAPO
		1613-01	AERO	Vent Panel Assy	1	3STN	PAPO	PAPO
		1613-02	AERO	Vent Panel Assy	1	3STN	PAPO	PAPO
		82405	AERO	Diffuser	4	3STN	120.95	483.80
85012	Gooseneck Map Lights (EX)							
		15-0007-127	AERO	Grimes Utility Lights	2	P74N	567.63	1,135.26
							Total	126,068

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

PROGRAM WORK AUTHORIZATION	RELEASE DATE	REV NO	REV DATE	PWA NUMBER
	10/22/2008	01	10/14/2008	F008-S76-002
			PAGE	1 of 14

STANDARD DISTRIBUTION	PROGRAM NAME		B.D.M. NO.
	S76		
	CONTRACT NUMBER		C.W.A. NO.
	S76TD6167A		
	CONTRACT DATE	THROUGH CONTRACT AMENDMENT	
THIS INFORMATION IS COMPANY PRIVATE.	12/17/07	1 Date: 10/14/2008	

SUBJECT Completion of S-76C++ Aircraft 760746 771 (eff: ~~286~~ 311)

Customer: Air Ghislaine, Inc.

STATEMENT OF WORK (SCOPE & SCHEDULE)					
MODEL:	S76C++				
SPEC / REV:					
SERIAL NUMBER:	~~746~~ 771				
SIKORSKY ACCEPTANCE:					
SCHEDULED PRESENTATION DATE:	~~Dec 2008~~	June 2009			
SCHEDULED PRESENTATION DATE COMPLETION SERVICES:	~~Jul 2009~~	Nov. 2009			

DETAIL WORK DESCRIPTION ATTACHED: Release the above aircraft to the Keystone Completion Center.

Revision		Change Explanation			
Number	Notes	Schedule	Budget	Configuration	Other
0	Release. Contract Details	X	X	X	X
1	Revised to reflect change in serial number and presentation date per Amend. #1	X			

Period of Performance: December 2007 thru ~~July 2009~~ November 2009

APPROVALS & ENDORSEMENTS					
	Name	Date		Name	Date
Program Manager	*Chris Shurkus*	10/20/08	Finance	*Frank A. Misiewicz*	10/22/08

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Statement of Work:

This PWA authorizes the design, planning, procurement, and construction of Executive Trop configuration at the Keystone S-76 Completion Center. This PWA authorizes Purchasing to direct Keystone to complete the aircraft under Purchase Order from Sikorsky. The following are the specific actions authorized under this PWA:

Purchase Order Instructions:

Purchasing is to issue Purchase Order authorization to Keystone to commence design, planning, and completion for the aircraft listed in the cover page and the configuration shown here in, with additional responsibilities as defined in the Sikorsky-Keystone Completion Center agreement.

Total Budget:

Air Ghislaine, Inc.

Description	Hrs	PWA Total	WBS AC 771
Green Aircraft Manufacture * *For internal use only*		$ 5,901,000	AC-070.1.18.18
Pre-Ticket Flight Test and Support	161	26,116	AC-062.1.49.0A
Post RMS Activities		10,781	AC-062.1.49.0B
*Technical Publications		17,306	AC-062.1.49.0C
*FSI Standard Training		69,967	AC-062.1.49.0D
*Customer Gift Certificate		2,000	AC-062.1.49.0E
*Fleet Mgt Services		14,871	AC-062.1.49.0F
*FOGI (Baseline)		7,000	AC-062.1.49.0G
*Other-SAC OH		3,350	Planning purpose ONLY
Total Job Order Baseline	161	151,392	
Commission-(Baseline)		217,939	
Keystone Completion		2,235,040	AC-S71.1.01.2A
Keystone Completion O/H		71,521	Planning purpose ONLY
Pilot Support/AC acceptance @ CC	140	19,143	AC-S71.1.01.2C
ACB	40	4,219	AC-S71.1.01.2F
Engineering- Avionics	296	33,626	AC-S71.1.01.2G
Engineering-Interiors	298	34,089	AC-S71.1.01.2H
Engineering-Flight Sciences	100	11,549	AC-S71.1.01.2I
Management Reserve		50,000	AC-S71.1.01.2J
***FOGI (Completion)**		8,000	AC-S71.1.01.2K
***Additional Training**		38,698	AC-S71.1.01.2M
***AAG SUPPORT-VIP only(20hrs)**		106,521	AC-S71.1.01.2N
*Other-SAC OH		4,647	Planning purpose ONLY
Extended Warranty		57,600	AC-S71.1.01.2R
Strip List		(126,058)	AC-S71.1.01.2S
Total Completion	874	2,548,596	
Commission-(Completion)		73,238	
Grand Total incl. Commission	1,035	8,892,165	

Charter Time –As an added benefit of an S-76C++ Deluxe Executive Helicopter acquisition, Sikorsky shall provide to Buyer twenty (20) hours of S-76 charter time in the metropolitan New York area through Sikorsky's subsidiary, Associated Aircraft Group ("AAG"). The benefit of these

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

services may be used by Buyer upon reasonable request, subject to AAG's standard terms and conditions of service, and will remain on account with AAG for two years after execution of this Agreement.

Action – Purchasing (D. McCory/S. Monteiro)

Please inform Turbomeca that the following S76C++ aircraft s/n (760~~746~~ 771) with Turbomeca Engines was sold to the following customer:

Air Ghislaine, Inc. (Jet Aviation)
3800 Southern Boulevard
Suite 204
West Palm Beach, Fl. 33406
Mr. Larry Visoski

Engine Certification for the country of US is required in time to support aircraft delivery. If certification has not already been obtain in this country, have Turbomeca promptly initiate certification activity with the appropriate authorities and inform us of this action.

Engine Maintenance Manuals are also required to be sent directly to the customer by the aircraft delivery date.

The following additional engine related commitments are also specified in the S76C++ New Helicopter Sales Agreement (**S76TD6167A**): NONE

Additional Requirement for Completion Center

The completion center is responsible for ensuring the documentation that is delivered to the customer reflects the delivered configuration. The documents to be delivered with the helicopter include, but are not limited to: Pilot guides for cockpit equipment, Electrical Load Analysis Report, Weight & Balance Report, 1p and 4p Vibration Report, Aircraft Equipment Inventory Listing, Certificate of Airworthiness, Return to Service, CVR/FDR Reasonability Check Report, Option Data Package for continued airworthiness for all equipment installed by the Completion Center which is not covered in the Aircraft Maintenance Manual.

All Transponders, ELT's and other programmable devices are to be programmed with appropriate information to be provided by Customer.

All aircraft equipment Software and databases are to be updated/loaded by the completion center prior to delivery. Completion Center will also submit a subscription application to each supplier for a minimum of 12 months software/database subscription. Additionally, all data transfer cables and special equipment necessary to perform these functions will be provided to the customer. This includes, but is not limited to: **EGPWS, FMS, Garmin GMX 200.**

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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Aircraft is to be flown into retorque window and all retorques are to be accomplished prior to delivery. Helicopter will be delivered with sufficient flight time available to enable ferry flight to customer's home base without need for retorque or scheduled maintenance or inspections.

All open and/or applicable ASB's and AD's are to be complied with prior to delivery. CSN's complied with at the direction of the Program Manager.

No part used in the completion of the S-76 helicopter will be installed if its remaining life at time of delivery will be less that 75% of its published life. Also, parts that are subject to periodic inspections shall not be installed as part of the S-76 completion if the inspection interval remaining on the part is less than 12 months or at least 75% of the published inspection interval remains at time of delivery.

Action – Information Technologies (D. Blackmore)

- Create a MyCompletion Website, username and password for the customer listed on this PWA.
- Point of Contact (POC):
  - Chris Shurkus - S76 Program Manager (203) 386-5558
  - Ken Pike – Customer Service Manager (203) 416-4241
  - Howard Germon –Regional Sales (203) 267-7208

Action – M. Mariotti (should be charge to an expense P.O.)

- Place purchase order for (Eight) 8 display models with Microwest, 1312 West Collins Ave Orange, CA 92867, (714) 771-2521. These models are to be painted in the customer unique paint scheme including customer registration number. Have the completed models shipped to SAC, attention Chris Shurkus
- Order customer gift certificate from GBG, The Corp Gift Source, 204 Spring Hill Road, Trumbull, CT 06611, (203) 459-4424 in the amount of $2,000.00, made out to Attn: Mr. Larry Visoski

Action – Program Manager (C. Shurkus)

DESCRIPTION OF SALE

1. ***Sale*** - Sikorsky shall sell and deliver to the Buyer, and the Buyer shall purchase from Sikorsky, the Quantity of one new Sikorsky Model S-76C Helicopters with new Turbomeca 2S2 engines (known as the S-76C++) and equipped with the items of additional equipment specified in Exhibit A, Part 1 (the "Helicopter"). In addition, Sikorsky shall sell and perform the Completion Services for Buyer and Buyer shall purchase the Completion Services on the Helicopter, which will then be equipped with the items of additional equipment specified in Exhibit A, Part 2, (the Deluxe Executive Helicopter"). Notwithstanding anything to the contrary contained herein, during the performance of the Completion Services, the configuration items specified in Annex 1 to Exhibit A shall be removed from the Helicopter and retained as property of Sikorsky. These configuration items shall be either deleted or replaced by the customized options chosen by Buyer in Exhibit A, Part 2 as part of the Completion Services.

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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2. ***Presentation of Helicopter for Acceptance*** - The Helicopter shall be presented for acceptance at the Sikorsky designated facility in Connecticut (the "Designated Facility") on the Scheduled Presentation Dates. Upon Buyer's request for a demonstration flight of the Helicopter, Sikorsky shall conduct a demonstration flight at the Designated Facility during such presentation, which flight shall be approximately one (1) hour in duration or longer as may reasonably be necessary. Buyer's obligation to purchase the Helicopter is conditioned upon and subject to Buyer being satisfied that the Helicopter is in airworthy condition with all flight critical systems functional and in proper working order, and has been manufactured in accordance with the specifications of this Agreement and that the Helicopter has no damage, corrosion or other defects.

3. ***Acceptance and Title Transfer*** - After presentation of the Helicopter, Buyer shall evidence its acceptance of the Helicopter by executing a Certificate of Helicopter Acceptance. Upon Buyer's execution of the Certificate of Helicopter Acceptance, and payment of the Baseline Helicopter Final Payment pursuant to Section III.1.b., Sikorsky shall transfer title to Buyer at the Designated Facility. Following title transfer, Sikorsky shall provide to Buyer a FAA Certificate of Airworthiness, a Bill of Sale and a Warranty Bill of Sale (Exhibit C). Sikorsky shall retain custody of the Helicopter for the purpose of the performance of the Completion Services. As part of the Completion Services, Sikorsky will transport the Helicopter, at Sikorsky's expense, from Connecticut, to Sikorsky's designated completion center (the "Completion Center") via ferry flight. Upon its arrival at the Completion Center, the Helicopter shall be inducted into the facility in order to allow the performance of the Completion Services.

4. ***No Prospective Registration of Interest-*** Prior to the transfer of title as provided in this Agreement, Buyer, without the prior written consent of Sikorsky, shall neither register nor consent to the ability of any person to register any interest in the Helicopter or its engines on the International Registry, including without limitation, any prospective international interest, pursuant to that body of law know as the Cape Town Treaty Convention on International Interests in Mobile Equipment and the Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment (hereinafter the "Cape Town Treaty"). Any consent by Sikorsky to registration of any interest in the Helicopter or its engines shall be subject to among other things at Sikorsky's sole discretion, receipt by Sikorsky of all payments due under this Agreement at the time of title transfer of the Helicopter to Buyer. Registration of any interest under the Cape Town Treaty in violation of this paragraph shall be deemed ineffective as against Sikorsky and Buyer shall immediately upon request of Sikorsky and at Buyer's expense, take all required action to remove any such interest or other encumbrance on the Helicopter in connection therewith.

5. ***Risk of Loss*** – Sikorsky shall have risk of loss of the Helicopter, subsequent to the transfer of title through Buyer's acceptance of the Completion Services. In the event that the Helicopter is damaged or the functionality is in any way compromised during the conduct of the Completion Services, Sikorsky shall be required, as a part of the Completion Services, to repair such damage or restore such functionality to as good condition as new. Buyer agrees that any insurance proceeds for such repair shall be paid directly to Sikorsky. In the event

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

the Helicopter is lost or destroyed or damaged beyond economic repair at any time prior to Buyer's acceptance, Buyer shall have the right to either (i) purchase the next available S-76 C++ Helicopter in Sikorsky's production sequence (the "Replacement Helicopter") on the same terms and conditions as set forth in this Agreement, (however Sikorsky reserves the right to make changes in the Exhibit A configuration and Helicopter Unit Price of the Replacement Helicopter required due to obsolescence, FAA requirements, or as a result of changes in the manufacture of the Helicopter), or (ii) terminate this Agreement. Buyer shall notify Sikorsky of its decision within fifteen (15) days of receipt by Buyer of written notice from Sikorsky of the loss or destruction of or damage beyond economic repair to the Helicopter, which notice shall include the projected delivery date of the Replacement Helicopter.

5. ***Presentation of Completion Services for Acceptance*** – Upon the completion of the Completion Services, the Deluxe Executive Helicopter shall be presented for technical acceptance of the work performed at the Completion Center on the Scheduled Presentation Date Completion Services. Upon Buyer's request for an inspection and demonstration flight of the Deluxe Executive Helicopter, Sikorsky shall conduct a demonstration flight of the Deluxe Executive Helicopter, at the Completion Center during such inspection and presentation, which flight shall be approximately one (1) hour in duration or longer as may reasonably be necessary. Buyer's obligation to accept the Deluxe Executive Helicopter is conditioned upon and subject to Buyer being satisfied that the Completion Services have been satisfactorily completed and that the Helicopter as previously accepted by Buyer, is in airworthy condition with all systems functional and in proper working order and with no damage incurred.

6. ***Acceptance of Completion Services*** – After the completion of the inspection, the Deluxe Executive Helicopter shall be presented to Buyer for final acceptance of the Completion Services at the Designated Facility. Buyer shall evidence its acceptance of the Completion Services by executing a Certificate of Acceptance of the Completion Services (Exhibit C). Thereafter, upon the receipt of the Completion Services Final Payment pursuant to Article III. 1.d. below, Sikorsky shall provide to Buyer a FAA return to service certification and the Deluxe Executive Helicopter shall then be at Buyer's risk.

Action – Engineering (T. McTaggart , Charlie Hayden)

IV - CONFIGURATION FINALIZATION

1. ***Finalization Dates*** - The parties acknowledge that the Helicopter/Deluxe Executive Helicopter configuration set forth in Exhibit A is not yet finalized and therefore agree to finalize the following portions of the configuration by not later than one hundred fifty (150) days from the Acceptance Date of this Agreement:

Aircraft System Specification

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Interior General Arrangement
Audio Proposal
Interior Rendering Board
Aircraft Registration Number
Exterior Paint Rendering
Paint Scheme
Other

2. ***Amendment*** - For this purpose, the Buyer's Contact for Technical Issues shall have complete authority on behalf of the Buyer to discuss configuration issues and amend this Agreement accordingly, with associated technical, price and/or delivery changes. If the above dates are not met, Sikorsky may delay the Scheduled Presentation Date(s) and/or increase the Total Contract Price due to Sikorsky's additional costs associated with such delay and/or terminate this Agreement.

Action – (D. Carew, P. Perschbacher, K. Ohrenberger)

VI - HELICOPTER RELATED PROVISIONS

1. ***Type Design and Production Approval*** - The S-76 helicopter and all of its variants has been granted Type Certification by the U.S. Federal Aviation Administration ("FAA") under Federal Aviation Regulation ("FAR") Title 14 CFR Part 21. The certification basis of the S-76 as defined by Type Certificate H1NE, is FAR Title 14 CFR Part 29, "Airworthiness Standards: Transport Category Rotorcraft". Manufacture of the S-76C++ helicopter is approved under Sikorsky's Production Certificate PC-105 granted in accordance with FAR Title 14 CFR Part 21. Sikorsky as Type Certificate Holder, in the course and conduct of its business may at its sole discretion, seek FAA approval for the manufacture of the Helicopter under Sikorsky's Type Certificate at any facility wholly owned and controlled by Sikorsky and approved for such manufacture by FAA.

2. ***Special Flight Tests*** - Flight test work required for prototyping of any components or system detailed in ParagraphVII.5 below, functional checkout, or qualification of any additional equipment contracted may be performed by Sikorsky on the Helicopter and the Deluxe Executive Helicopter prior to title transfer thereto or final delivery thereof, respectively, to the Buyer. The delivery of the Helicopter or the Deluxe Executive Helicopter may be delayed to the extent necessary to accomplish the flight test work objectives without any liability on the part of Sikorsky for any such delay. In the event the Helicopter or Deluxe Executive Helicopter is destroyed during the period of such flight tests, such destruction arising from any cause whatsoever, Sikorsky shall be under no obligation to furnish a substitute Helicopter or Deluxe Executive Helicopter but shall rather be relieved of all obligations with respect to the delivery of such Helicopter or Deluxe Executive Helicopter so destroyed, except that Sikorsky or the insurance company shall promptly refund to Buyer all amounts theretofore paid by Buyer with respect to the purchase price thereof.

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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Action – Customer Service (K. Perry, A. Wunderlich, J. Hutchinson):

V. *WARRANTIES*

Warranties - Sikorsky's warranties and Buyer's remedies are set forth in Exhibit B Deluxe Executive Helicopter Warranty.

1. ***Engine Warranty***- The engine manufacturer warranties and Buyer's remedies are set forth in Exhibit C. As a matter accommodation to Buyer Sikorsky shall obtain from the engine manufacturer, Turbomeca, a warranty extension of one year beyond the standard two years, for a total duration of three years or 1,000 flight hours as defined in paragraph 1.1 of Exhibit C, Turbomeca Arriel 2S2 Turboshaft Engine, that is attached hereto for reference. For the avoidance of doubt, the engine remains warranted by the engine manufacturer and all other terms and conditions of the engine manufacturer warranty shall remain unchanged.

VI - HELICOPTER RELATED PROVISIONS

3. ***Publications*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall furnish or offer to the Buyer certain publications under this paragraph for use by the Buyer and its contractors in operating and supporting the Deluxe Executive Helicopter. Sikorsky shall provide the Buyer with two paper copies of the Pilot's Flight Operating Manual and one copy each of the Sikorsky Maintenance Manual, Illustrated Parts Catalog, Wiring Manual, Engine Operating and Maintenance Manual and Engine Illustrated Parts Breakdown, and all revisions to each Sikorsky manual for three (3) years after delivery of each Deluxe Executive Helicopter at no additional cost to the Buyer. In addition, the Buyer may elect to receive S-76 Interactive Electronic Technical Manuals (IETMs) contained on one (1) CD-ROM computer disk and/or via Internet access from a Sikorsky-provided web site for accessing the information contained in the S-76 Maintenance Manual, Illustrated Parts Catalog and Airworthiness Limitations and Inspection Requirements Manuals (Chapters 4 and 5). The IETMs shall be subject to Sikorsky's standard IETM software license agreement terms. The Buyer also shall receive all revisions to the Sikorsky IETMs for three (3) years after delivery of the Deluxe Executive Helicopter at no additional cost to the Buyer. In addition, Sikorsky shall provide one copy of the operational and maintenance manuals of options, system schematics for the Deluxe Executive Helicopter normally available from Sikorsky and aviation subcontractors.

- ***Helotrac***™ - With each Helicopter sold and delivered hereunder, Sikorsky shall make available to Buyer a one-year subscription to this service.

VII - TRAINING PROVISIONS

1. ***Initial Pilot Training Services*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall make available to three (3) Buyer pilots an S-76 initial pilot training course approximately ten (10) days in duration, consisting of a Visual Flight Rules ("VFR") transition segment and, as required, an Instrument Flight Rules ("IFR") transition segment.

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Each of the segments is programmed to provide emphasis on helicopter familiarization, classroom instruction on systems operation and instruction in both the S-76 Simulator and the S-76 Cockpit Trainer. In addition, each Buyer pilot will receive two and one half (2.5) hours of flight with an instructor pilot. Each Buyer pilot must have a current U.S. commercial helicopter certificate or equivalent, and for the IFR segment, each Buyer pilot must have a current commercial certificate helicopter instrument rating, or equivalent. All flight training shall be conducted on the Deluxe Executive Helicopter to be delivered hereunder, following acceptance by the Buyer and transfer of title to the Buyer.

2. ***Initial Maintenance or Electrical Training Services*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall make available to three (3) Buyer mechanics an initial S-76 maintenance training course approximately fifteen (15) days in duration or, at Buyer's option, an S-76 electrical training course approximately ten (10) days in duration. Either course includes inspection and maintenance troubleshooting and use of a maintenance trainer. Each mechanic must have background experience in one or more of the following categories: certified (by the FAA or by an equivalent airworthiness authority) airframe mechanic with one (1) year practical experience as a rated aircraft mechanic; one (1) year experience as an active mechanic on a commercial or military helicopter; or three (3) years general experience as a commercial or military aircraft mechanic.

3. ***Engine Training Services*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall make available to three (3) Buyer mechanics, an engine maintenance course at the engine manufacturer's facility. This course is approximately five (5) days in duration.

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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HELICOPTER CONFIGURATION EXHIBIT A

The following items of standard and optional equipment as described below, which have been selected by the Buyer, shall be installed on the Helicopter to be delivered under the Agreement.

Part 1:

BASELINE AIRCRAFT

Features of the S-76C++ Aircraft Code 0102:

Dynamic System - Two Turbomeca Arriel 2S2 engines, and a four blade articulated main rotor system with dual controls.

Cockpit – An Integrated Instrument Display System (IIDS), with an easy to upgrade avionics package. There is a Bleed Air Heating Defogging system and dual windshield wipers. The Pilot and Copilot seats come with a five point Restraint system.

Cabin – A large cabin that can be configured for four different missions and a 38 cubic foot baggage compartment

Other – Retractable landing gear, and 281 gallons of usable fuel

Baseline Avionics Package Includes:

Collins Proline II: Dual Collins VHF 22A Comms and VIR 32 Navs, single ADF 462 ADF, TDR 90 Transponder, DME 42 DME with IND 42A Indicator, ALT 1000 Radio Altimeter with Expanded Scale ALI 55A Indicator.

Honeywell EFIS/DAFCS: 4-Tube Honeywell EDZ 756 EFIS with 5" x 6" Indicators Displaying Airspeed, Altitude and Vertical Speed, Dual Litef AHRS, Dual Penny and Giles Air Data Computers, Dual Honeywell Digital SPZ 7600 Automatic Flight Control System, Altitude Alert.

Electrical: 28 Volt Electrical System with two 200 Amp Starter/Generators, 10 KVA AC Generator, Dual Static Inverters, Avionics and EFIS Master Switches.

Audio: Dual dB Systems Audio control panels with ICS and VOX plus three maintenance jacks, one in the cabin and two in the baggage compartment. This also includes dual 45° pedestal mounted ICS foot switches, three David Clark Headsets, one six-foot walk-around cord and two 30-foot walk-around cords, Cabin PA/Chime System, and a Passenger Briefing System - PBS 250

Backup/Safety Systems: Enhanced Ground Proximity Warning System, Universal 120 CVR, 3" Backup Airspeed Indicator and Altimeter, ADI-335D Standby Attitude Indicator with Nav1/Nav2 Select, ELT 406-NHM w/ Satellite Frequency, Electric Door Locks – Cabin, Cabin/Cockpit and FD DCPL Chime/Annunciator

Weather Related Systems: Wx Avoidance Radar - Primus 440, Windshield Washer System, Heated Glass Windshields, and Engine Inlet Barrier Filter

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

PART 2
DELUXE EXECUTIVE COMPLETION SERVICES

ADDITIONAL AVIONICS ITEMS

07025 Delete PBS 250 Passenger Briefing System
11002 Radio Tuning Units - RTU 4200
11028 Dual - Mode S Transponders w/Diversity TDR 94D
11037 DME, 2nd - DME 42
30061 Cabin ICS
30012 Audio Jacks - Emergency *(Std/Bose)*
30020 Audio Jacks, Cockpit - Bose
30093 Cabin Call System
31021 Speakers - Door, Two
32001 Cellular Phone Base and Charger
32024 Satellite Communications System, AirCell ST 3100
34053 Nav/LRN Switch for ADI 335D
34081 Vertical Card Standby Compass
35053 FMS - Universal UNS 1F w/Go Around Switch wired to the Collective
36044 Lightning Strike Sensor - LSZ 860 w/LU 860
36065 Wx Avoidance Radar - Primus 880, *exchange for Primus 440*
36104 GMX-200 Multi Function Display, Garmin
36105 JeppView for GMX-200 MFD
36120 Honeywell Multi Function Radar Display (MFRD) displays Radar, Flight Plan, & Checklists
37011 TCAS I System - CAS 66A
37017 TCAS Control Panel - CP 66B
37025 TCAS I TA/VSI Display, Dual - IVA 81D

PAINTS & FINISHES

50002 VIP Interior Paint Prep & Finish
50012 VIP Exterior Paint Preparation & Finish

INTERIORS

63000 Deluxe VIP Interior Group, featuring: Silencer airframe isolated interior wall panel system, high performance airframe mounted secondary acoustic package, Ultraleather or Ultrasuede interior panel upholstery, ECS ducting, cockpit/cabin divider bulkhead with left hand and right hand sliding windows, leather seat upholstery, general cabin lighting, emergency cabin lighting, reading lights (8) and air outlets (8), cabin door threshold lighting, membrane switch panels to control cabin systems, tinted interior cabin windows, decorative plating in cabin, illuminated ordinance signs, emergency/informational signage, emergency exit signs, cabin and cockpit carpet with spare, wood veneer/leather/decorative metal details, integral magazine racks on cabin doors, storage cabinet forward of raised fuel deck, seat maintenance covers, cabin floor runners, molded baggage compartment floor liner, Stain Guard Protection, Nut Plates fittings for all Opera Windows and Removal of unused tie down fittings.

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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63013 Aft Facing Bench – ¾ Place
63071 Bulkhead Storage Compartment - Crew *(Aft Facing Bench)*
63085 Cabin Coat Hooks, Two
63098 Acoustic Noise Reduction - Bay Blanket Kit, Lightweight
70016 Sheepskin Seating - Crew Seats
70052 Seat Belt Extension
72063 Flight Manual Storage, LH Controls Closet

INTERIORS (Continued)

76017 Cabin Door Vents, Remove
77034 Single Action Door Release

AIRCRAFT ITEMS

80001 Boarding Step, Retractable - LH
80002 Boarding Step, Retractable -RH
80082 Engine Inlet Covers Storage *(S-76C++)*
80086 Maintenance Covers - Exterior
80090 Vertical Pylon Access Panels, CSN 76-207
83001 Annunciator - "FUEL X-FEED" ON
83051 Hydraulic Quick Disconnect Relocation
83055 Remove LH Accessory Drive - CSN 76-205
83065 Pulsed Electric Engine Chip Detector System, Eaton 1K7707
84051 C4 Environmental System
85001 Annunciator - "Land LT ON"
85002 Annunciator - "Search LT ON"
85012 Gooseneck Map Lights
85036 Anti-Collision Light, Red - Bottom
85051 Landing Light - LH Main Gear
85061 Recognition Lights - Forward Facing
85063 Logo Lights
85071 Pulselight System
85072 Pulse Landing Lights
85073 Pulse Recognition Lights
86001 Approach Plate Holder, Lighted - Pilot
86002 Approach Plate Holder, Lighted - Copilot
86016 Pencil Holder
86017 Console Storage Bin-Small *(Added per amend 1)*
86026 Sun Tint - Windshield
86050 Overhead Lateral Absorber
86052 Bifilar 5P
86054 Track and Balance Accelerometers Installed in Fuel Cell Extension
86060 Rotor Pedals Lube Kit
87001 Annunciator - "Pitot Heat" On
87002 Annunciator - "W/S Heat On"

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

88051 Floats Completion
88061 Single Pilot IFR
90001 Cabin reading light master ON/OFF switch in the cockpit
90002 Clear Coat Exterior Paint (over metallic)
90003 Replace exterior fairing/access panel hardware with stainless steel hardware
90004 Relocate reading lights from center cabin ceiling to above outboard passenger system
90005 Eight Bose headset jacks for use with the cabin ICS in the cabin (custom locations)
90006 Satcom System to be installed without the cockpit intercom capability (ref. code 32024)
90007 GMX200 display to be installed on the right and the MFRD on the left
90009 Audio input jack in cabin for Ipod type device. Entertainment audio to be heard in all cabin Bose headsets. No other controls, volume controlled via iPod device
90010 Audio input jack in cockpit for Ipod type device. Entertainment audio to be heard in both cockpit Bose headsets only. No other controls, volume controlled via Ipod devise
90012 Boarding steps to be surfaced with coarse non-skid
90013 Fwd facing bench seat, 3-4 passenger, W/wide single fold down armrest for right hand passenger. Armrest shall be shortened from the standard length and provide storage inside under lid for IPOD/Cell phone jacks (reference 90021 & 90009) and holders for customer furnished IPOD/Cell phone.
90015 Sheep skin throw carpet for cabin floor.
90016 Headset hangers located at ceiling level above all 8 cabin seats against forward/aft bulkheads
90017 Customer Cabin Interior Materials
Customer Furnished Materials
(Leather, Carpet, Sheepskin, Panel Covering)
Custom Upholstery Work
90019 Do not install the 63000 magazine storage in lower cabin doors (Added per amend 1)
90020 Custom upholstery/cushion fabrication requiring customer approval via pre-production prototype. 90021Cell phone Interface into the cabin ICS system. Connection to be in the fold down armrest of the 90013 fwd facing bench seat with ability to select the cell phone connection for any occupant on the fwd facing bench seat (4) positions. Tied to Weight-on-Wheels switch to disable in-flight use.

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

PROGRAM WORK AUTHORIZATION	RELEASE DATE	REV NO	REV DATE	PWA NUMBER
	10/22/2008	01	10/14/2008	F008-S76-002
			PAGE	14 of 14

Strip List:

Removal of the baseline Production Aircraft parts listed below (for each aircraft) shall be accomplished under Sikorsky Quality Assurance supervision. The parts will be stored in a bonded storeroom and returned to Sikorsky Aircraft upon direction. These parts must be removed upon receipt of the aircraft at Keystone and before induction into the Part 145 operation. Component removals (Strip List) shall be performed per Sikorsky Aircraft Process Procedure PR: 03-02-087 - Baseline Production Aircraft Part(s) Removal.

CODE	Option Name	P/N	Owner	NOMENCLATURE	QTY	Stock LOC	Std Cost	Total Value
0725	PBS 260	Unknown		Passenger Briefer System	1			
		PBS250-1-S5	AERO	Briefer Computer	1	3WPN	1,964.00	1,964.00
		PBS250-2-B5	AERO	Briefing Controller	1	3WPN	893.86	893.86
0102	Standard Aircraft	76COL-61000-011		Baseline Interior Package				
		33776-62167-011	SAC	Marking Install				
		250-2 AC/3A	SAC	Exit Sign	2	P60N	79.36	158.72
		33776-62598-011	SAC	Curtain Install				
		33776-52598-041	SAC	Curtain Assy	1	P60N	266.00	266.00
		33776-57574-011	AERO	Ceiling Install				
		33776-57574-042	AERO	Duct Assy	1	3STN	390.00	390.00
		33776-57574-045	AERO	Ceiling Panel Assy	1	P74N	7,763.02	7,763.02
	Ballast Weights	76600-00701-011	SAC	Ballast Install				
		33776-64732-104	SAC	Ballast	18	P60N	57.00	1,026.00
		76500-00701-041	SAC	Plate Assy	1	P60N	1,336.53	1,336.53
		33776-64732-103	SAC	Retainer	3	P60N	78.84	236.52
	Door Seals				4			
11002	(RTU) Radio Tuning Units							
		622-6521-015	AERO	NAV Control Head (CTL 32)	2	P74N	2,195.10	4,390.20
		622-6520-007	AERO	COMM Control Head (CTL 92)	2	P74N	2,195.10	4,390.20
		622-6523-203	AERO	Transponder Control Head (CTL 92)	1	P74N	2,538.00	2,538.00
		622-6522-007	AERO	ADF Control Head	1	P74N	2,294.54	2,294.54
		33776-44352-045	AERO	Mounting Plates	3	P74N	193.47	580.41
11028	Dual Mode S XPNDR -TDR 94							
		622-1270-001	AERO	TDR-90 Transponder RT	1	P60N	6,733.80	6,733.80
		622-5211-003	AERO	TDR-90 Tray	1	3STN	0.00	0.00
		622-6590-002	AERO	CAD 62 Adapter	1	P60N	705.00	705.00
		653-9015-001	AERO	CAD 62 Adapter Tray	1	P60N	0.00	0.00
		622-6523-203	AERO	Transponder Control Head	1	P74N	2,538.00	2,538.00
34081	Vertical Card for Standby Compass							
		MS17983-4	AERO	Standby Compass	1	P60N	668.25	668.25
36065	Wx Avoidance/Search Radar - Primus 880							
		7021450-401	AERO	WXR40 TRA	1	P74N	18,560.00	18,560.00
		7007700-104	AERO	Weather Radar Indicator	1	P74N	10,707.00	10,707.00
36120	Honeywell Multi Function Radar Display (MFRD							
		7007700-104	AERO	Weather Radar Indicator	1	P74N	10,707.00	10,707.00
84051	C4 Environmental System							
		76600-07060-018	AERO	Heat Vent Install				
		SS49TA824-4D16V	AERO	Restrictor	1	P60N	0.00	0.00
		129580-2	AERO	Duct Tee	1	P60N	1,359.00	1,359.00
		129632-1	AERO	Sensor	1	P74N	7,670.00	7,670.00
		3166037-1	AERO	Tee Assy	1	P74N	0.00	0.00
		3166037-4	AERO	Tee	1	P74N	0.00	0.00
		3214102-2	AERO	Pressure Transducer	1	P74N	600.00	600.00
		33776-54210-041	AERO	Suppressor	1	3STN	10,407.23	10,407.23
		76306-07004-578	AERO	Tube Assy	1	P74N	0.00	0.00
		76306-07004-080	AERO	Tube	3	P74N	0.00	0.00
		76307-03006-047	AERO	Tube	1	P74N	66.64	66.64
		76307-03006-071	AERO	Tube	1	P74N	86.26	86.26
		76307-03006-072	AERO	Tube	1	P74N	68.55	68.55
		76450-01043-011	AERO	Panel Install				
		76450-01042-041	AERO	Panel Assy	1	P74N	1,919.38	1,919.38
		76500-07075-042	AERO	Adapter Assy	2	P74N	181.07	362.14
		76500-07901-103	AERO	Blower	1	P60N	6,167.00	6,167.00
		76500-07905-103	AERO	Suppressor	1	P74N	7,814.00	7,814.00
		76600-07060-019	AERO	Heat Vent Install				
		76306-07004-057	AERO	Tube Assy	1	P74N	42.63	42.63
		76306-07004-058	AERO	Tube Assy	1	P74N	57.31	57.31
		76307-03006-049	AERO	Tube Assy	1	P74N	70.63	70.63
		76307-03006-082	AERO	Tube Assy	1	P74N	51.82	51.82
		76307-03006-083	AERO	Tube Assy	1	P74N	76.67	76.67
		76307-03006-084	AERO	Tube Assy	1	P74N	63.40	63.40
		76500-07054-043	AERO	Duct Assy	1	P79N	0.00	0.00
		76500-07068-042	AERO	Adapter Assy	1	P74N	200.14	200.14
		76500-07900-104	AERO	Valve	1	P74N	5,613.00	5,613.00
		76500-07068-102	AERO	Adapter	1	P60N	890.00	890.00
		76212-03004-044	AERO	Heat Duct Assy	1	P74N	987.00	987.00
		76212-03004-043	SAC	Heat Plenum	1	P74N	0.00	0.00
		76212-01018-101	AERO	Cockpit Defrost Duct	1	P74N	0.00	0.00
		76212-03005-101	AERO	Cockpit Defrost Duct	1	P74N	0.00	0.00
		76212-03004-051	AERO	Duct Assy, Upper L/H	1	P74N	1,029.00	1,029.00
		76212-03004-042	SAC	Duct Assy	1	P74N	0.00	0.00
		76212-03004-041	SAC	Duct Assy	1	P74N	0.00	0.00
		76500-07512-042	SAC	Assy	1	P04N	0.00	0.00
		33776-64060-019	AERO	ICS Install				
		33776-64058-041	AERO	Switch Box Assy, LH	1	P64N	0.00	0.00
		33776-64626-011/-012	H.S.I.	NACA Door Vents (Removal)				
		1482-03	SAC/PSOR	LH NACA Duct Valve Assy	1	3WPN	0.00	0.00
		1482-04	SAC/PSOR	RH NACA Duct Valve Assy	1	3WPN	0.00	0.00
		76207-01136-101	AERO	Panel	4	P60N	PAPO	PAPO
		1613-01	AERO	Vent Panel Assy	1	3STN	PAPO	PAPO
		1613-02	AERO	Vent Panel Assy	1	3STN	PAPO	PAPO
		82405	AERO	Diffuser	4	3STN	120.95	483.80
85012	Gooseneck Map Lights (EX)							
		15-0007-127	AERO	Grimes Utility Lights	2	P74N	567.63	1,135.26
							Total	126,058

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262124

EFTA02727891

PROGRAM WORK AUTHORIZATION	RELEASE DATE	REV NO	REV DATE	PWA NUMBER
	11/7/2008	02	11/7/08	F008-S76-002
			PAGE	1 of 14

STANDARD DISTRIBUTION	PROGRAM NAME		B.D.M. NO.
	S76		
	CONTRACT NUMBER		C.W.A. NO.
	S76TD6167A		
	CONTRACT DATE	THROUGH CONTRACT AMENDMENT	
THIS INFORMATION IS COMPANY PRIVATE.	12/17/07	2 Date: 11/3/2008	

SUBJECT Completion of S-76C++ Aircraft 760746 771 (eff: 286 311)

Customer: Air Ghislaine, Inc.

STATEMENT OF WORK (SCOPE & SCHEDULE)					
MODEL:	S76C++				
SPEC / REV:					
SERIAL NUMBER:	~~746~~ 771				
SIKORSKY ACCEPTANCE:					
SCHEDULED PRESENTATION DATE:	~~Dec 2008~~	~~June 2009~~	Dec 2008		
SCHEDULED PRESENTATION DATE COMPLETION SERVICES:	~~Jul 2009~~	~~Nov. 2009~~	Sep. 2009		
SCHEDULED DELIVERY DATE COMPLETION SERVICES:	~~Jul 2009~~	~~Nov 2009~~	Sep. 2009		

DETAIL WORK DESCRIPTION ATTACHED: Release the above aircraft to the Keystone Completion Center.

Revision Number	Notes	Change Explanation: Schedule	Budget	Configuration	Other
0	Release. Contract Details	X	X	X	X
1	Revised to reflect change in serial number and presentation date per Amend. #1	X			
2	Change in presentation and delivery dates	X			

Period of Performance: December 2007 thru ~~July 2009~~ September 2009

APPROVALS & ENDORSEMENTS					
	Name	Date		Name	Date
Program Manager	*Chris Sharkus*	11/7/08	Finance	*Frank A. Misiewicz*	11/7/08

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Statement of Work:

This PWA authorizes the design, planning, procurement, and construction of Executive Trop configuration at the Keystone S-76 Completion Center. This PWA authorizes Purchasing to direct Keystone to complete the aircraft under Purchase Order from Sikorsky. The following are the specific actions authorized under this PWA:

Purchase Order Instructions:

Purchasing is to issue Purchase Order authorization to Keystone to commence design, planning, and completion for the aircraft listed in the cover page and the configuration shown here in, with additional responsibilities as defined in the Sikorsky-Keystone Completion Center agreement.

Total Budget:

Air Ghislaine, Inc.

Description	Hrs	PWA Total	WBS AC 771
Green Aircraft Manufacture * *For internal use only*		$ 5,901,000	AC-070.1.18.18
Pre-Ticket Flight Test and Support	161	26,116	AC-062.1.49.0A
Post RMS Activities		19,781	AC-062.1.49.0B
*Technical Publications		17,306	AC-062.1.49.0C
*FSI Standard Training		69,967	AC-062.1.49.0D
*Customer Gift Certificate		2,000	AC-062.1.49.0E
*Fleet Mgt Services		14,871	AC-062.1.49.0F
*FOGI (Baseline)		7,000	AC-062.1.49.0G
*Other-SAC OH		3,350	Planning purpose ONLY
Total Job Order Baseline	**161**	**151,392**	
Commission-(Baseline)		217,939	
Keystone Completion		2,235,040	AC-S71.1.01.2A
Keystone Completion O/H		71,521	Planning purpose ONLY
Pilot Support/AC acceptance @ CC	140	19,143	AC-S71.1.01.2C
ACB	40	4,219	AC-S71.1.01.2F
Engineering- Avionics	296	33,626	AC-S71.1.01.2G
Engineering-Interiors	298	34,089	AC-S71.1.01.2H
Engineering-Flight Sciences	100	11,549	AC-S71.1.01.2I
Management Reserve		50,000	AC-S71.1.01.2J
***FOGI (Completion)**		8,000	AC-S71.1.01.2K
***Additional Training**		38,698	AC-S71.1.01.2M
***AAG SUPPORT-VIP only(20hrs)**		106,521	AC-S71.1.01.2N
*Other-SAC OH		4,647	Planning purpose ONLY
Extended Warranty		57,600	AC-S71.1.01.2R
Strip List		(126,058)	AC-S71.1.01.2S
Total Completion	**874**	**2,548,596**	
Commission-(Completion)		73,238	
Grand Total incl. Commission	1,035	8,892,165	

Charter Time –As an added benefit of an S-76C++ Deluxe Executive Helicopter acquisition, Sikorsky shall provide to Buyer twenty (20) hours of S-76 charter time in the metropolitan New York area through Sikorsky's subsidiary, Associated Aircraft Group ("AAG"). The benefit of these

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

services may be used by Buyer upon reasonable request, subject to AAG's standard terms and conditions of service, and will remain on account with AAG for two years after execution of this Agreement.

Action – Purchasing (D. McCory/S. Monteiro)

Please inform Turbomeca that the following S76C++ aircraft s/n (760~~746~~ 771) with Turbomeca Engines was sold to the following customer:

Air Ghislaine, Inc. (Jet Aviation)
3800 Southern Boulevard
Suite 204
West Palm Beach, Fl. 33406
Mr. Larry Visoski

Engine Certification for the country of US is required in time to support aircraft delivery. If certification has not already been obtain in this country, have Turbomeca promptly initiate certification activity with the appropriate authorities and inform us of this action.

Engine Maintenance Manuals are also required to be sent directly to the customer by the aircraft delivery date.

The following additional engine related commitments are also specified in the S76C++ New Helicopter Sales Agreement (**S76TD6167A**): NONE

Additional Requirement for Completion Center

The completion center is responsible for ensuring the documentation that is delivered to the customer reflects the delivered configuration. The documents to be delivered with the helicopter include, but are not limited to: Pilot guides for cockpit equipment, Electrical Load Analysis Report, Weight & Balance Report, 1p and 4p Vibration Report, Aircraft Equipment Inventory Listing, Certificate of Airworthiness, Return to Service, CVR/FDR Reasonability Check Report, Option Data Package for continued airworthiness for all equipment installed by the Completion Center which is not covered in the Aircraft Maintenance Manual.

All Transponders, ELT's and other programmable devices are to be programmed with appropriate information to be provided by Customer.

All aircraft equipment Software and databases are to be updated/loaded by the completion center prior to delivery. Completion Center will also submit a subscription application to each supplier for a minimum of 12 months software/database subscription. Additionally, all data transfer cables and special equipment necessary to perform these functions will be provided to the customer. This includes, but is not limited to: **EGPWS, FMS, Garmin GMX 200.**

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Aircraft is to be flown into retorque window and all retorques are to be accomplished prior to delivery. Helicopter will be delivered with sufficient flight time available to enable ferry flight to customer's home base without need for retorque or scheduled maintenance or inspections.

All open and/or applicable ASB's and AD's are to be complied with prior to delivery. CSN's complied with at the direction of the Program Manager.

No part used in the completion of the S-76 helicopter will be installed if its remaining life at time of delivery will be less that 75% of its published life. Also, parts that are subject to periodic inspections shall not be installed as part of the S-76 completion if the inspection interval remaining on the part is less than 12 months or at least 75% of the published inspection interval remains at time of delivery.

Action – Information Technologies (D. Blackmore)

- Create a MyCompletion Website, username and password for the customer listed on this PWA.
- Point of Contact (POC):
  - Chris Shurkus - S76 Program Manager (203) 386-5558
  - Ken Pike – Customer Service Manager (203) 416-4241
  - Howard Germon –Regional Sales (203) 267-7208

Action – M. Mariotti (should be charge to an expense P.O.)

- Place purchase order for (Eight) 8 display models with Microwest, 1312 West Collins Ave Orange, CA 92867, (714) 771-2521. These models are to be painted in the customer unique paint scheme including customer registration number. Have the completed models shipped to SAC, attention Chris Shurkus
- Order customer gift certificate from GBG, The Corp Gift Source, 204 Spring Hill Road, Trumbull, CT 06611, (203) 459-4424 in the amount of $2,000.00, made out to Attn: Mr. Larry Visoski

Action – Program Manager (C. Shurkus)

DESCRIPTION OF SALE

1. ***Sale*** - Sikorsky shall sell and deliver to the Buyer, and the Buyer shall purchase from Sikorsky, the Quantity of one new Sikorsky Model S-76C Helicopters with new Turbomeca 2S2 engines (known as the S-76C++) and equipped with the items of additional equipment specified in Exhibit A, Part 1 (the "Helicopter"). In addition, Sikorsky shall sell and perform the Completion Services for Buyer and Buyer shall purchase the Completion Services on the Helicopter, which will then be equipped with the items of additional equipment specified in Exhibit A, Part 2, (the Deluxe Executive Helicopter"). Notwithstanding anything to the contrary contained herein, during the performance of the Completion Services, the configuration items specified in Annex 1 to Exhibit A shall be removed from the Helicopter and retained as property of Sikorsky. These configuration items shall be either deleted or replaced by the customized options chosen by Buyer in Exhibit A, Part 2 as part of the Completion Services.

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262128

EFTA02727895

2. ***Presentation of Helicopter for Acceptance*** - The Helicopter shall be presented for acceptance at the Sikorsky designated facility in Connecticut (the "Designated Facility") on the Scheduled Presentation Dates. Upon Buyer's request for a demonstration flight of the Helicopter, Sikorsky shall conduct a demonstration flight at the Designated Facility during such presentation, which flight shall be approximately one (1) hour in duration or longer as may reasonably be necessary. Buyer's obligation to purchase the Helicopter is conditioned upon and subject to Buyer being satisfied that the Helicopter is in airworthy condition with all flight critical systems functional and in proper working order, and has been manufactured in accordance with the specifications of this Agreement and that the Helicopter has no damage, corrosion or other defects.

3. ***Acceptance and Title Transfer*** - After presentation of the Helicopter, Buyer shall evidence its acceptance of the Helicopter by executing a Certificate of Helicopter Acceptance. Upon Buyer's execution of the Certificate of Helicopter Acceptance, and payment of the Baseline Helicopter Final Payment pursuant to Section III.1.b., Sikorsky shall transfer title to Buyer at the Designated Facility. Following title transfer, Sikorsky shall provide to Buyer a FAA Certificate of Airworthiness, a Bill of Sale and a Warranty Bill of Sale (Exhibit C). Sikorsky shall retain custody of the Helicopter for the purpose of the performance of the Completion Services. As part of the Completion Services, Sikorsky will transport the Helicopter, at Sikorsky's expense, from Connecticut, to Sikorsky's designated completion center (the "Completion Center") via ferry flight. Upon its arrival at the Completion Center, the Helicopter shall be inducted into the facility in order to allow the performance of the Completion Services.

4. ***No Prospective Registration of Interest***- Prior to the transfer of title as provided in this Agreement, Buyer, without the prior written consent of Sikorsky, shall neither register nor consent to the ability of any person to register any interest in the Helicopter or its engines on the International Registry, including without limitation, any prospective international interest, pursuant to that body of law know as the Cape Town Treaty Convention on International Interests in Mobile Equipment and the Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment (hereinafter the "Cape Town Treaty"). Any consent by Sikorsky to registration of any interest in the Helicopter or its engines shall be subject to among other things at Sikorsky's sole discretion, receipt by Sikorsky of all payments due under this Agreement at the time of title transfer of the Helicopter to Buyer. Registration of any interest under the Cape Town Treaty in violation of this paragraph shall be deemed ineffective as against Sikorsky and Buyer shall immediately upon request of Sikorsky and at Buyer's expense, take all required action to remove any such interest or other encumbrance on the Helicopter in connection therewith.

5. ***Risk of Loss*** – Sikorsky shall have risk of loss of the Helicopter, subsequent to the transfer of title through Buyer's acceptance of the Completion Services. In the event that the Helicopter is damaged or the functionality is in any way compromised during the conduct of the Completion Services, Sikorsky shall be required, as a part of the Completion Services, to repair such damage or restore such functionality to as good condition as new. Buyer agrees that any insurance proceeds for such repair shall be paid directly to Sikorsky. In the event

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

the Helicopter is lost or destroyed or damaged beyond economic repair at any time prior to Buyer's acceptance, Buyer shall have the right to either (i) purchase the next available S-76 C++ Helicopter in Sikorsky's production sequence (the "Replacement Helicopter") on the same terms and conditions as set forth in this Agreement, (however Sikorsky reserves the right to make changes in the Exhibit A configuration and Helicopter Unit Price of the Replacement Helicopter required due to obsolescence, FAA requirements, or as a result of changes in the manufacture of the Helicopter), or (ii) terminate this Agreement. Buyer shall notify Sikorsky of its decision within fifteen (15) days of receipt by Buyer of written notice from Sikorsky of the loss or destruction of or damage beyond economic repair to the Helicopter, which notice shall include the projected delivery date of the Replacement Helicopter.

5. ***Presentation of Completion Services for Acceptance*** – Upon the completion of the Completion Services, the Deluxe Executive Helicopter shall be presented for technical acceptance of the work performed at the Completion Center on the Scheduled Presentation Date Completion Services. Upon Buyer's request for an inspection and demonstration flight of the Deluxe Executive Helicopter, Sikorsky shall conduct a demonstration flight of the Deluxe Executive Helicopter, at the Completion Center during such inspection and presentation, which flight shall be approximately one (1) hour in duration or longer as may reasonably be necessary. Buyer's obligation to accept the Deluxe Executive Helicopter is conditioned upon and subject to Buyer being satisfied that the Completion Services have been satisfactorily completed and that the Helicopter as previously accepted by Buyer, is in airworthy condition with all systems functional and in proper working order and with no damage incurred.

6. ***Acceptance of Completion Services*** – After the completion of the inspection, the Deluxe Executive Helicopter shall be presented to Buyer for final acceptance of the Completion Services at the Designated Facility. Buyer shall evidence its acceptance of the Completion Services by executing a Certificate of Acceptance of the Completion Services (Exhibit C). Thereafter, upon the receipt of the Completion Services Final Payment pursuant to Article III. 1.d. below, Sikorsky shall provide to Buyer a FAA return to service certification and the Deluxe Executive Helicopter shall then be at Buyer's risk.

Action – Engineering (T. McTaggart , Charlie Hayden)

IV - CONFIGURATION FINALIZATION

1. ***Finalization Dates*** - The parties acknowledge that the Helicopter/Deluxe Executive Helicopter configuration set forth in Exhibit A is not yet finalized and therefore agree to finalize the following portions of the configuration by not later than one hundred fifty (150) days from the Acceptance Date of this Agreement:

Aircraft System Specification

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Interior General Arrangement
Audio Proposal
Interior Rendering Board
Aircraft Registration Number
Exterior Paint Rendering
Paint Scheme
Other

2. ***Amendment*** - For this purpose, the Buyer's Contact for Technical Issues shall have complete authority on behalf of the Buyer to discuss configuration issues and amend this Agreement accordingly, with associated technical, price and/or delivery changes. If the above dates are not met, Sikorsky may delay the Scheduled Presentation Date(s) and/or increase the Total Contract Price due to Sikorsky's additional costs associated with such delay and/or terminate this Agreement.

Action – (D. Carew, P. Perschbacher, K. Ohrenberger)

VI - HELICOPTER RELATED PROVISIONS

1. ***Type Design and Production Approval*** - The S-76 helicopter and all of its variants has been granted Type Certification by the U.S. Federal Aviation Administration ("FAA") under Federal Aviation Regulation ("FAR") Title 14 CFR Part 21. The certification basis of the S-76 as defined by Type Certificate H1NE, is FAR Title 14 CFR Part 29, "Airworthiness Standards: Transport Category Rotorcraft". Manufacture of the S-76C++ helicopter is approved under Sikorsky's Production Certificate PC-105 granted in accordance with FAR Title 14 CFR Part 21. Sikorsky as Type Certificate Holder, in the course and conduct of its business may at its sole discretion, seek FAA approval for the manufacture of the Helicopter under Sikorsky's Type Certificate at any facility wholly owned and controlled by Sikorsky and approved for such manufacture by FAA.

2. ***Special Flight Tests*** - Flight test work required for prototyping of any components or system detailed in ParagraphVII.5 below, functional checkout, or qualification of any additional equipment contracted may be performed by Sikorsky on the Helicopter and the Deluxe Executive Helicopter prior to title transfer thereto or final delivery thereof, respectively, to the Buyer. The delivery of the Helicopter or the Deluxe Executive Helicopter may be delayed to the extent necessary to accomplish the flight test work objectives without any liability on the part of Sikorsky for any such delay. In the event the Helicopter or Deluxe Executive Helicopter is destroyed during the period of such flight tests, such destruction arising from any cause whatsoever, Sikorsky shall be under no obligation to furnish a substitute Helicopter or Deluxe Executive Helicopter but shall rather be relieved of all obligations with respect to the delivery of such Helicopter or Deluxe Executive Helicopter so destroyed, except that Sikorsky or the insurance company shall promptly refund to Buyer all amounts theretofore paid by Buyer with respect to the purchase price thereof.

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Action – Customer Service (K. Perry, A. Wunderlich, J. Hutchinson):

V. ***WARRANTIES***

Warranties - Sikorsky's warranties and Buyer's remedies are set forth in Exhibit B Deluxe Executive Helicopter Warranty.

1. ***Engine Warranty***- The engine manufacturer warranties and Buyer's remedies are set forth in Exhibit C. As a matter accommodation to Buyer Sikorsky shall obtain from the engine manufacturer, Turbomeca, a warranty extension of one year beyond the standard two years, for a total duration of three years or 1,000 flight hours as defined in paragraph 1.1 of Exhibit C, Turbomeca Arriel 2S2 Turboshaft Engine, that is attached hereto for reference. For the avoidance of doubt, the engine remains warranted by the engine manufacturer and all other terms and conditions of the engine manufacturer warranty shall remain unchanged.

VI - HELICOPTER RELATED PROVISIONS

3. ***Publications*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall furnish or offer to the Buyer certain publications under this paragraph for use by the Buyer and its contractors in operating and supporting the Deluxe Executive Helicopter. Sikorsky shall provide the Buyer with two paper copies of the Pilot's Flight Operating Manual and one copy each of the Sikorsky Maintenance Manual, Illustrated Parts Catalog, Wiring Manual, Engine Operating and Maintenance Manual and Engine Illustrated Parts Breakdown, and all revisions to each Sikorsky manual for three (3) years after delivery of each Deluxe Executive Helicopter at no additional cost to the Buyer. In addition, the Buyer may elect to receive S-76 Interactive Electronic Technical Manuals (IETMs) contained on one (1) CD-ROM computer disk and/or via Internet access from a Sikorsky-provided web site for accessing the information contained in the S-76 Maintenance Manual, Illustrated Parts Catalog and Airworthiness Limitations and Inspection Requirements Manuals (Chapters 4 and 5). The IETMs shall be subject to Sikorsky's standard IETM software license agreement terms. The Buyer also shall receive all revisions to the Sikorsky IETMs for three (3) years after delivery of the Deluxe Executive Helicopter at no additional cost to the Buyer. In addition, Sikorsky shall provide one copy of the operational and maintenance manuals of options, system schematics for the Deluxe Executive Helicopter normally available from Sikorsky and aviation subcontractors.

- ***Helotrac™*** - With each Helicopter sold and delivered hereunder, Sikorsky shall make available to Buyer a one-year subscription to this service.

VII - TRAINING PROVISIONS

1. ***Initial Pilot Training Services*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall make available to three (3) Buyer pilots an S-76 initial pilot training course approximately ten (10) days in duration, consisting of a Visual Flight Rules ("VFR") transition segment and, as required, an Instrument Flight Rules ("IFR") transition segment.

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Each of the segments is programmed to provide emphasis on helicopter familiarization, classroom instruction on systems operation and instruction in both the S-76 Simulator and the S-76 Cockpit Trainer. In addition, each Buyer pilot will receive two and one half (2.5) hours of flight with an instructor pilot. Each Buyer pilot must have a current U.S. commercial helicopter certificate or equivalent, and for the IFR segment, each Buyer pilot must have a current commercial certificate helicopter instrument rating, or equivalent. All flight training shall be conducted on the Deluxe Executive Helicopter to be delivered hereunder, following acceptance by the Buyer and transfer of title to the Buyer.

2. ***Initial Maintenance or Electrical Training Services*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall make available to three (3) Buyer mechanics an initial S-76 maintenance training course approximately fifteen (15) days in duration or, at Buyer's option, an S-76 electrical training course approximately ten (10) days in duration. Either course includes inspection and maintenance troubleshooting and use of a maintenance trainer. Each mechanic must have background experience in one or more of the following categories: certified (by the FAA or by an equivalent airworthiness authority) airframe mechanic with one (1) year practical experience as a rated aircraft mechanic; one (1) year experience as an active mechanic on a commercial or military helicopter; or three (3) years general experience as a commercial or military aircraft mechanic.

3. ***Engine Training Services*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall make available to three (3) Buyer mechanics, an engine maintenance course at the engine manufacturer's facility. This course is approximately five (5) days in duration.

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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HELICOPTER CONFIGURATION EXHIBIT A

The following items of standard and optional equipment as described below, which have been selected by the Buyer, shall be installed on the Helicopter to be delivered under the Agreement.

Part 1:

BASELINE AIRCRAFT

Features of the S-76C++ Aircraft Code 0102:

Dynamic System - Two Turbomeca Arriel 2S2 engines, and a four blade articulated main rotor system with dual controls.

Cockpit – An Integrated Instrument Display System (IIDS), with an easy to upgrade avionics package. There is a Bleed Air Heating Defogging system and dual windshield wipers. The Pilot and Copilot seats come with a five point Restraint system.

Cabin – A large cabin that can be configured for four different missions and a 38 cubic foot baggage compartment

Other – Retractable landing gear, and 281 gallons of usable fuel

Baseline Avionics Package Includes:

Collins Proline II: Dual Collins VHF 22A Comms and VIR 32 Navs, single ADF 462 ADF, TDR 90 Transponder, DME 42 DME with IND 42A Indicator, ALT 1000 Radio Altimeter with Expanded Scale ALI 55A Indicator.

Honeywell EFIS/DAFCS: 4-Tube Honeywell EDZ 756 EFIS with 5" x 6" Indicators Displaying Airspeed, Altitude and Vertical Speed, Dual Litef AHRS, Dual Penny and Giles Air Data Computers, Dual Honeywell Digital SPZ 7600 Automatic Flight Control System, Altitude Alert.

Electrical: 28 Volt Electrical System with two 200 Amp Starter/Generators, 10 KVA AC Generator, Dual Static Inverters, Avionics and EFIS Master Switches.

Audio: Dual dB Systems Audio control panels with ICS and VOX plus three maintenance jacks, one in the cabin and two in the baggage compartment. This also includes dual 45° pedestal mounted ICS foot switches, three David Clark Headsets, one six-foot walk-around cord and two 30-foot walk-around cords, Cabin PA/Chime System, and a Passenger Briefing System - PBS 250

Backup/Safety Systems: Enhanced Ground Proximity Warning System, Universal 120 CVR, 3" Backup Airspeed Indicator and Altimeter, ADI-335D Standby Attitude Indicator with Nav1/Nav2 Select, ELT 406-NHM w/ Satellite Frequency, Electric Door Locks – Cabin, Cabin/Cockpit and FD DCPL Chime/Annunciator

Weather Related Systems: Wx Avoidance Radar - Primus 440, Windshield Washer System, Heated Glass Windshields, and Engine Inlet Barrier Filter

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

PART 2
DELUXE EXECUTIVE COMPLETION SERVICES

ADDITIONAL AVIONICS ITEMS

07025 Delete PBS 250 Passenger Briefing System
11002 Radio Tuning Units - RTU 4200
11028 Dual - Mode S Transponders w/Diversity TDR 94D
11037 DME, 2nd - DME 42
30061 Cabin ICS
30012 Audio Jacks - Emergency *(Std/Bose)*
30020 Audio Jacks, Cockpit - Bose
30093 Cabin Call System
31021 Speakers - Door, Two
32001 Cellular Phone Base and Charger
32024 Satellite Communications System, AirCell ST 3100
34053 Nav/LRN Switch for ADI 335D
34081 Vertical Card Standby Compass
35053 FMS - Universal UNS 1F w/Go Around Switch wired to the Collective
36044 Lightning Strike Sensor - LSZ 860 w/LU 860
36065 Wx Avoidance Radar - Primus 880, *exchange for Primus 440*
36104 GMX-200 Multi Function Display, Garmin
36105 JeppView for GMX-200 MFD
36120 Honeywell Multi Function Radar Display (MFRD) displays Radar, Flight Plan, & Checklists
37011 TCAS I System - CAS 66A
37017 TCAS Control Panel - CP 66B
37025 TCAS I TA/VSI Display, Dual - IVA 81D

PAINTS & FINISHES

50002 VIP Interior Paint Prep & Finish
50012 VIP Exterior Paint Preparation & Finish

INTERIORS

63000 Deluxe VIP Interior Group, featuring: Silencer airframe isolated interior wall panel system, high performance airframe mounted secondary acoustic package, Ultraleather or Ultrasuede interior panel upholstery, ECS ducting, cockpit/cabin divider bulkhead with left hand and right hand sliding windows, leather seat upholstery, general cabin lighting, emergency cabin lighting, reading lights (8) and air outlets (8), cabin door threshold lighting, membrane switch panels to control cabin systems, tinted interior cabin windows, decorative plating in cabin, illuminated ordinance signs, emergency/informational signage, emergency exit signs, cabin and cockpit carpet with spare, wood veneer/leather/decorative metal details, integral magazine racks on cabin doors, storage cabinet forward of raised fuel deck, seat maintenance covers, cabin floor runners, molded baggage compartment floor liner, Stain Guard Protection, Nut Plates fittings for all Opera Windows and Removal of unused tie down fittings.

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

63013 Aft Facing Bench – ¾ Place
63071 Bulkhead Storage Compartment - Crew *(Aft Facing Bench)*
63085 Cabin Coat Hooks, Two
63098 Acoustic Noise Reduction - Bay Blanket Kit, Lightweight
70016 Sheepskin Seating - Crew Seats
70052 Seat Belt Extension
72063 Flight Manual Storage, LH Controls Closet

INTERIORS (Continued)

76017 Cabin Door Vents, Remove
77034 Single Action Door Release

AIRCRAFT ITEMS

80001 Boarding Step, Retractable - LH
80002 Boarding Step, Retractable -RH
80082 Engine Inlet Covers Storage *(S-76C++)*
80086 Maintenance Covers - Exterior
80090 Vertical Pylon Access Panels, CSN 76-207
83001 Annunciator - "FUEL X-FEED" ON
83051 Hydraulic Quick Disconnect Relocation
83055 Remove LH Accessory Drive - CSN 76-205
83065 Pulsed Electric Engine Chip Detector System, Eaton 1K7707
84051 C4 Environmental System
85001 Annunciator - "Land LT ON"
85002 Annunciator - "Search LT ON"
85012 Gooseneck Map Lights
85036 Anti-Collision Light, Red - Bottom
85051 Landing Light - LH Main Gear
85061 Recognition Lights - Forward Facing
85063 Logo Lights
85071 Pulselight System
85072 Pulse Landing Lights
85073 Pulse Recognition Lights
86001 Approach Plate Holder, Lighted - Pilot
86002 Approach Plate Holder, Lighted - Copilot
86016 Pencil Holder
86017 Console Storage Bin-Small *(Added per amend 1)*
86026 Sun Tint - Windshield
86050 Overhead Lateral Absorber
86052 Bifilar 5P
86054 Track and Balance Accelerometers Installed in Fuel Cell Extension
86060 Rotor Pedals Lube Kit
87001 Annunciator - "Pitot Heat" On
87002 Annunciator - "W/S Heat On"

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

88051 Floats Completion
88061 Single Pilot IFR
90001 Cabin reading light master ON/OFF switch in the cockpit
90002 Clear Coat Exterior Paint (over metallic)
90003 Replace exterior fairing/access panel hardware with stainless steel hardware
90004 Relocate reading lights from center cabin ceiling to above outboard passenger system
90005 Eight Bose headset jacks for use with the cabin ICS in the cabin (custom locations)
90006 Satcom System to be installed without the cockpit intercom capability (ref. code 32024)
90007 GMX200 display to be installed on the right and the MFRD on the left
90009 Audio input jack in cabin for Ipod type device. Entertainment audio to be heard in all cabin Bose headsets. No other controls, volume controlled via iPod device
90010 Audio input jack in cockpit for Ipod type device. Entertainment audio to be heard in both cockpit Bose headsets only. No other controls, volume controlled via Ipod devise
90012 Boarding steps to be surfaced with coarse non-skid
90013 Fwd facing bench seat, 3-4 passenger, W/wide single fold down armrest for right hand passenger. Armrest shall be shortened from the standard length and provide storage inside under lid for IPOD/Cell phone jacks (reference 90021 & 90009) and holders for customer furnished IPOD/Cell phone.
90015 Sheep skin throw carpet for cabin floor.
90016 Headset hangers located at ceiling level above all 8 cabin seats against forward/aft bulkheads
90017 Customer Cabin Interior Materials
Customer Furnished Materials
(Leather, Carpet, Sheepskin, Panel Covering)
Custom Upholstery Work
90019 Do not install the 63000 magazine storage in lower cabin doors (Added per amend 1)
90020 Custom upholstery/cushion fabrication requiring customer approval via pre-production prototype. 90021Cell phone Interface into the cabin ICS system. Connection to be in the fold down armrest of the 90013 fwd facing bench seat with ability to select the cell phone connection for any occupant on the fwd facing bench seat (4) positions. Tied to Weight-on-Wheels switch to disable in-flight use.

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

PROGRAM WORK AUTHORIZATION	RELEASE DATE	REV NO	REV DATE	PWA NUMBER
	11/7/2008	02	11/7/08	F008-S76-002
			PAGE	14 of 14

Strip List:

Removal of the baseline Production Aircraft parts listed below (for each aircraft) shall be accomplished under Sikorsky Quality Assurance supervision. The parts will be stored in a bonded storeroom and returned to Sikorsky Aircraft upon direction. These parts must be removed upon receipt of the aircraft at Keystone and before induction into the Part 145 operation. Component removals (Strip List) shall be performed per Sikorsky Aircraft Process Procedure PR: 03-02-087 - Baseline Production Aircraft Part(s) Removal.

CODE	Option Name	P/N	Owner	NOMENCLATURE	QTY	Stock LOC	Std Cost	Total Value
0725	PBS 260	Unknown		Passenger Briefer System	1			
		PBS250-1-S5	AERO	Briefer Computer	1	3WPN	1,964.00	1,964.00
		PBS250-2-B5	AERO	Briefing Controller	1	3WPN	893.86	893.86
0102	Standard Aircraft	76COL-61000-011		Baseline Interior Package				
		33776-52167-011	SAC	Marking Install				
		250-2 AC/3A	SAC	Exit Sign	2	P60N	79.36	158.72
		33776-52698-011	SAC	Curtain Install				
		33776-52598-041	SAC	Curtain Assy	1	P60N	256.00	256.00
		33776-57574-011	AERO	Ceiling Install				
		33776-57574-042	AERO	Duct Assy	1	3STN	390.00	390.00
		33776-57574-045	AERO	Ceiling Panel Assy	1	P74N	7,763.02	7,763.02
	Ballast Weights	76600-00701-011	SAC	Ballast Install				
		33776-64732-104	SAC	Ballast	18	P60N	57.00	1,026.00
		76500-00701-041	SAC	Plate Assy	1	P60N	1,336.53	1,336.53
		33776-64732-103	SAC	Retainer	3	P60N	78.84	236.52
	Door Seals				4			
11002	(RTU) Radio Tuning Units							
		622-6521-015	AERO	NAV Control Head (CTL 32)	2	P74N	2,195.10	4,390.20
		622-6520-007	AERO	COMM Control Head (CTL 92)	2	P74N	2,195.10	4,390.20
		622-6523-203	AERO	Transponder Control Head (CTL 92)	1	P74N	2,538.00	2,538.00
		622-6522-007	AERO	ADF Conrtol Head	1	P74N	2,294.54	2,294.54
		33776-44352-045	AERO	Mounting Plates	3	P74N	193.47	580.41
11028	Dual Mode S XPNDR -TDR 94							
		622-1270-001	AERO	TDR-90 Transponder RT	1	P60N	6,733.80	6,733.80
		622-5211-003	AERO	TDR-90 Tray	1	3STN	0.00	0.00
		622-6590-002	AERO	CAD 62 Adapter	1	P60N	705.00	705.00
		653-9015-001	AERO	CAD 62 Adapter Tray	1	P60N	0.00	0.00
		622-6523-203	AERO	Transponder Control Head	1	P74N	2,538.00	2,538.00
34081	Vertical Card for Standby Compass							
		MS17283-4	AERO	Standby Compass	1	P60N	668.25	668.25
36065	Wx Avoidance/Search Radar - Primus 880							
		7021450-401	AERO	WU440 TRA	1	P74N	18,660.00	18,660.00
		7007700-104	AERO	Weather Radar Indicator	1	P74N	10,707.00	10,707.00
36120	Honeywell Multi Function Radar Display (MFID							
		7007700-104	AERO	Weather Radar Indicator	1	P74N	10,707.00	10,707.00
84051	C4 Environmental System							
		76600-07050-010	AERO	Heat Vent Install				
		SS49TA824-4D16V	AERO	Restrictor	1	P60N	0.00	0.00
		129580-2	AERO	Duct Tee	1	P60N	1,359.00	1,359.00
		129632-1	AERO	Sensor	1	P74N	7,670.00	7,670.00
		3166037-1	AERO	Tee Assy	1	P74N	0.00	0.00
		3166037-4	AERO	Tee	1	P74N	0.00	0.00
		3214102-2	AERO	Pressure Transducer	1	P74N	600.00	600.00
		33776-54210-041	AERO	Suppressor	1	3STN	10,407.23	10,407.23
		76306-07004-578	AERO	Tube Assy	1	P74N	0.00	0.00
		76306-07004-080	AERO	Tube	3	P74N	0.00	0.00
		76307-03006-047	AERO	Tube	1	P74N	66.64	66.64
		76307-03006-071	AERO	Tube	1	P74N	86.26	86.26
		76307-03006-072	AERO	Tube	1	P74N	68.55	68.66
		76450-01043-011	AERO	Panel Install				
		76450-01042-041	AERO	Panel Assy	1	P74N	1,919.38	1,919.38
		76500-07075-042	AERO	Adapter Assy	2	P74N	181.07	362.14
		76500-07901-103	AERO	Blower	1	P60N	6,167.00	6,167.00
		76500-07905-103	AERO	Suppressor	1	P74N	7,814.00	7,814.00
		76600-07050-019	AERO	Heat Vent Install				
		76306-07004-057	AERO	Tube Assy	1	P74N	42.63	42.63
		76306-07004-068	AERO	Tube Assy	1	P74N	57.31	57.31
		76307-03006-049	AERO	Tube Assy	1	P74N	70.63	70.63
		76307-03006-082	AERO	Tube Assy	1	P74N	51.82	61.02
		76307-03006-083	AERO	Tube Assy	1	P74N	76.67	76.67
		76307-03006-084	AERO	Tube Assy	1	P74N	63.40	63.40
		76500-07054-043	AERO	Duct Assy	1	P79N	0.00	0.00
		76500-07068-042	AERO	Adapter Assy	1	P74N	200.14	200.14
		76500-07900-104	AERO	Valve	1	P74N	5,613.00	5,613.00
		76500-07068-102	AERO	Adapter	1	P60N	890.00	890.00
		76212-03004-044	AERO	Heat Duct Assy	1	P74N	987.00	987.00
		76212-03004-043	SAC	Heat Plenum	1	P74N	0.00	0.00
		76212-01016-101	AERO	Cockpit Defrost Duct	1	P74N	0.00	0.00
		76212-03005-101	AERO	Cockpit Defrost Duct	1	P74N	0.00	0.00
		76212-03004-051	AERO	Duct Assy, Upper L/H	1	P74N	1,029.00	1,029.00
		76212-03004-042	SAC	Duct Assy	1	P74N	0.00	0.00
		76212-03004-041	SAC	Duct Assy	1	P74N	0.00	0.00
		76500-07512-042	SAC	Assy	1	P04N	0.00	0.00
		33776-64068-019	AERO	ICS Install				
		33776-64068-041	AERO	Switch Box Assy, LH	1	P64N	0.00	0.00
		33776-64626-011/-012	H.S.I.	NACA Door Vents (Removal)				
		1482-03	SAC/PSOR	LH NACA Duct Valve Assy	1	3WPN	0.00	0.00
		1482-04	SAC/PSOR	RH NACA Duct Valve Assy	1	3WPN	0.00	0.00
		76207-01136-101	AERO	Panel	4	P60N	PAPO	PAPO
		1613-01	AERO	Vent Panel Assy	1	3STN	PAPO	PAPO
		1613-02	AERO	Vent Panel Assy	1	3STN	PAPO	PAPO
		82405	AERO	Diffuser	4	3STN	120.95	483.80
85012	Gooseneck Map Lights (6X)							
		16-0007-127	AERO	Grimes Utility Lights	2	P74N	567.63	1,136.26
							Total	126,050

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

PROGRAM WORK AUTHORIZATION	RELEASE DATE	REV NO	REV DATE	PWA NUMBER
	12/17/07	03	12/15/08	F008-S76-002
			PAGE	1 of 14

STANDARD DISTRIBUTION	PROGRAM NAME		B.D.M. NO.
	S76		
	CONTRACT NUMBER		C.W.A. NO.
	S76TD6167A		
	CONTRACT DATE	THROUGH CONTRACT AMENDMENT	
THIS INFORMATION IS COMPANY PRIVATE.	12/17/07	2 Date: 11/3/2008	

SUBJECT Completion of S-76C++ Aircraft 760~~746 771~~ 750(eff: ~~286 311~~ 290)

Customer: **Air Ghislaine, Inc.**

STATEMENT OF WORK (SCOPE & SCHEDULE)					
MODEL:	S76C++				
SPEC / REV:					
SERIAL NUMBER:	~~746 771~~ 750				
SIKORSKY ACCEPTANCE:					
SCHEDULED PRESENTATION DATE:	~~Dec 2008~~	~~June 2009~~	Dec 2008		
SCHEDULED PRESENTATION DATE COMPLETION SERVICES:	~~Jul 2009~~	~~Nov. 2009~~	Sep. 2009		
SCHEDULED DELIVERY DATE COMPLETION SERVICES:	~~Jul 2009~~	~~Nov 2009~~	Sep. 2009		

DETAIL WORK DESCRIPTION ATTACHED: Release the above aircraft to the Keystone Completion Center.

Revision		Change Explanation			
Number	Notes	Schedule	Budget	Configuration	Other
0	Release. Contract Details	X	X	X	X
1	Revised to reflect change in serial number and presentation date per Amend. #1	X			
2	Change in presentation and delivery dates	X			
3	Change in tail number				X

Period of Performance: December 2007 thru ~~July 2009~~ September 2009

APPROVALS & ENDORSEMENTS					
	Name	Date		Name	Date
Program Manager	*Chris Shurkus*	12/16/08	Finance	*Frank A. Misiewicz*	12/16/08

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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EFTA02727906

PROGRAM WORK AUTHORIZATION	RELEASE DATE	REV NO	REV DATE	PWA NUMBER
	12/17/07	03	12/15/08	F008-S76-002
			PAGE	2 of 14

Statement of Work:

This PWA authorizes the design, planning, procurement, and construction of Executive Trop configuration at the Keystone S-76 Completion Center. This PWA authorizes Purchasing to direct Keystone to complete the aircraft under Purchase Order from Sikorsky. The following are the specific actions authorized under this PWA:

Purchase Order Instructions:

Purchasing is to issue Purchase Order authorization to Keystone to commence design, planning, and completion for the aircraft listed in the cover page and the configuration shown here in, with additional responsibilities as defined in the Sikorsky-Keystone Completion Center agreement.

Total Budget:

Air Ghislaine, Inc.

Description	Hrs	PWA Total	WBS AC 771
Green Aircraft Manufacture * For internal use only		$ 5,876,000	Planning purpose ONLY
Pre-Ticket Flight Test and Support	161	26,116	AC-062.1.49.0A
Post RMS Activities		10,781	AC-062.1.49.0B
Technical Publications		17,306	AC-062.1.49.0C
ESI Standard Training		69,967	AC-062.1.49.0D
Customer Gift Certificate		2,000	AC-062.1.49.0E
Fleet Mgt Services		14,871	AC-062.1.49.0F
FOGI (Baseline)		7,000	AC-062.1.49.0G
Other-SAC OH		3,350	Planning purpose ONLY
Total Job Order Baseline	161	151,392	
Commission-(Baseline)		217,939	
Keystone Completion		2,235,040	AC-S71.1.01.2A
Keystone Completion O/H		71,521	Planning purpose ONLY
Pilot Support/AC acceptance @ CC	140	19,143	AC-S71.1.01.2C
ACB	40	4,219	AC-S71.1.01.2F
Engineering- Avionics	296	33,626	AC-S71.1.01.2G
Engineering-Interiors	298	34,089	AC-S71.1.01.2H
Engineering-Flight Sciences	100	11,549	AC-S71.1.01.2I
Management Reserve		50,000	AC-S71.1.01.2J
*FOGI (Completion)		8,000	AC-S71.1.01.2K
*Additional Training		38,698	AC-S71.1.01.2M
*AAG SUPPORT-VIP only(20hrs)		106,521	AC-S71.1.01.2N
*Other-SAC OH		4,647	Planning purpose ONLY
Extended Warranty		57,600	AC-S71.1.01.2R
Strip List		(126,058)	AC-S71.1.01.2S
Total Completion	874	2,548,596	
Commission-(Completion)		73,238	
Grand Total incl. Commission	1,035	8,867,165	

Charter Time –As an added benefit of an S-76C++ Deluxe Executive Helicopter acquisition, Sikorsky shall provide to Buyer twenty (20) hours of S-76 charter time in the metropolitan New York area through Sikorsky's subsidiary, Associated Aircraft Group ("AAG"). The benefit of these

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

services may be used by Buyer upon reasonable request, subject to AAG's standard terms and conditions of service, and will remain on account with AAG for two years after execution of this Agreement.

Action – Purchasing (D. McCory/S. Monteiro)

Please inform Turbomeca that the following S76C++ aircraft s/n (760~~746-771~~ 750) with Turbomeca Engines was sold to the following customer:

Air Ghislaine, Inc. (Jet Aviation)
3800 Southern Boulevard
Suite 204
West Palm Beach, Fl. 33406
Mr. Larry Visoski

Engine Certification for the country of US is required in time to support aircraft delivery. If certification has not already been obtain in this country, have Turbomeca promptly initiate certification activity with the appropriate authorities and inform us of this action.

Engine Maintenance Manuals are also required to be sent directly to the customer by the aircraft delivery date.

The following additional engine related commitments are also specified in the S76C++ New Helicopter Sales Agreement (**S76TD6157A**): NONE

Additional Requirement for Completion Center

The completion center is responsible for ensuring the documentation that is delivered to the customer reflects the delivered configuration. The documents to be delivered with the helicopter include, but are not limited to: Pilot guides for cockpit equipment, Electrical Load Analysis Report, Weight & Balance Report, 1p and 4p Vibration Report, Aircraft Equipment Inventory Listing, Certificate of Airworthiness, Return to Service, CVR/FDR Reasonability Check Report, Option Data Package for continued airworthiness for all equipment installed by the Completion Center which is not covered in the Aircraft Maintenance Manual.

All Transponders, ELT's and other programmable devices are to be programmed with appropriate information to be provided by Customer.

All aircraft equipment Software and databases are to be updated/loaded by the completion center prior to delivery. Completion Center will also submit a subscription application to each supplier for a minimum of 12 months software/database subscription. Additionally, all data transfer cables and special equipment necessary to perform these functions will be provided to the customer. This includes, but is not limited to: **EGPWS, FMS, Garmin GMX 200.**

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Aircraft is to be flown into retorque window and all retorques are to be accomplished prior to delivery. Helicopter will be delivered with sufficient flight time available to enable ferry flight to customer's home base without need for retorque or scheduled maintenance or inspections.

All open and/or applicable ASB's and AD's are to be complied with prior to delivery. CSN's complied with at the direction of the Program Manager.

No part used in the completion of the S-76 helicopter will be installed if its remaining life at time of delivery will be less that 75% of its published life. Also, parts that are subject to periodic inspections shall not be installed as part of the S-76 completion if the inspection interval remaining on the part is less than 12 months or at least 75% of the published inspection interval remains at time of delivery.

Action – Information Technologies (D. Blackmore)

- Create a MyCompletion Website, username and password for the customer listed on this PWA.
- Point of Contact (POC):
  - Chris Shurkus - S76 Program Manager (203) 386-5558
  - Ken Pike – Customer Service Manager (203) 416-4241
  - Howard Germon –Regional Sales (203) 267-7208

Action – M. Mariotti (should be change to an expense P.O.)

- Place purchase order for (Eight) 8 display models with Microwest, 1312 West Collins Ave Orange, CA 92867, (714) 771-2521. These models are to be painted in the customer unique paint scheme including customer registration number. Have the completed models shipped to SAC, attention Chris Shurkus
- Order customer gift certificate from GBG, The Corp Gift Source, 204 Spring Hill Road, Trumbull, CT 06611, (203) 459-4424 in the amount of $2,000.00, made out to Attn: Mr. Larry Visoski

Action – Program Manager (C. Shurkus)

DESCRIPTION OF SALE

1. ***Sale*** - Sikorsky shall sell and deliver to the Buyer, and the Buyer shall purchase from Sikorsky, the Quantity of one new Sikorsky Model S-76C Helicopters with new Turbomeca 2S2 engines (known as the S-76C++) and equipped with the items of additional equipment specified in Exhibit A, Part 1 (the "Helicopter"). In addition, Sikorsky shall sell and perform the Completion Services for Buyer and Buyer shall purchase the Completion Services on the Helicopter, which will then be equipped with the items of additional equipment specified in Exhibit A, Part 2, (the Deluxe Executive Helicopter"). Notwithstanding anything to the contrary contained herein, during the performance of the Completion Services, the configuration items specified in Annex 1 to Exhibit A shall be removed from the Helicopter and retained as property of Sikorsky. These configuration items shall be either deleted or replaced by the customized options chosen by Buyer in Exhibit A, Part 2 as part of the Completion Services.

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

2. ***Presentation of Helicopter for Acceptance*** - The Helicopter shall be presented for acceptance at the Sikorsky designated facility in Connecticut (the "Designated Facility") on the Scheduled Presentation Dates. Upon Buyer's request for a demonstration flight of the Helicopter, Sikorsky shall conduct a demonstration flight at the Designated Facility during such presentation, which flight shall be approximately one (1) hour in duration or longer as may reasonably be necessary. Buyer's obligation to purchase the Helicopter is conditioned upon and subject to Buyer being satisfied that the Helicopter is in airworthy condition with all flight critical systems functional and in proper working order, and has been manufactured in accordance with the specifications of this Agreement and that the Helicopter has no damage, corrosion or other defects.

3. ***Acceptance and Title Transfer*** - After presentation of the Helicopter, Buyer shall evidence its acceptance of the Helicopter by executing a Certificate of Helicopter Acceptance. Upon Buyer's execution of the Certificate of Helicopter Acceptance, and payment of the Baseline Helicopter Final Payment pursuant to Section III.1.b., Sikorsky shall transfer title to Buyer at the Designated Facility. Following title transfer, Sikorsky shall provide to Buyer a FAA Certificate of Airworthiness, a Bill of Sale and a Warranty Bill of Sale (Exhibit C). Sikorsky shall retain custody of the Helicopter for the purpose of the performance of the Completion Services. As part of the Completion Services, Sikorsky will transport the Helicopter, at Sikorsky's expense, from Connecticut, to Sikorsky's designated completion center (the "Completion Center") via ferry flight. Upon its arrival at the Completion Center, the Helicopter shall be inducted into the facility in order to allow the performance of the Completion Services.

4. ***No Prospective Registration of Interest-*** Prior to the transfer of title as provided in this Agreement, Buyer, without the prior written consent of Sikorsky, shall neither register nor consent to the ability of any person to register any interest in the Helicopter or its engines on the International Registry, including without limitation, any prospective international interest, pursuant to that body of law know as the Cape Town Treaty Convention on International Interests in Mobile Equipment and the Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment (hereinafter the "Cape Town Treaty"). Any consent by Sikorsky to registration of any interest in the Helicopter or its engines shall be subject to among other things at Sikorsky's sole discretion, receipt by Sikorsky of all payments due under this Agreement at the time of title transfer of the Helicopter to Buyer. Registration of any interest under the Cape Town Treaty in violation of this paragraph shall be deemed ineffective as against Sikorsky and Buyer shall immediately upon request of Sikorsky and at Buyer's expense, take all required action to remove any such interest or other encumbrance on the Helicopter in connection therewith.

5. ***Risk of Loss*** – Sikorsky shall have risk of loss of the Helicopter, subsequent to the transfer of title through Buyer's acceptance of the Completion Services. In the event that the Helicopter is damaged or the functionality is in any way compromised during the conduct of the Completion Services, Sikorsky shall be required, as a part of the Completion Services, to repair such damage or restore such functionality to as good condition as new. Buyer agrees that any insurance proceeds for such repair shall be paid directly to Sikorsky. In the event

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

the Helicopter is lost or destroyed or damaged beyond economic repair at any time prior to Buyer's acceptance, Buyer shall have the right to either (i) purchase the next available S-76 C++ Helicopter in Sikorsky's production sequence (the "Replacement Helicopter") on the same terms and conditions as set forth in this Agreement, (however Sikorsky reserves the right to make changes in the Exhibit A configuration and Helicopter Unit Price of the Replacement Helicopter required due to obsolescence, FAA requirements, or as a result of changes in the manufacture of the Helicopter), or (ii) terminate this Agreement. Buyer shall notify Sikorsky of its decision within fifteen (15) days of receipt by Buyer of written notice from Sikorsky of the loss or destruction of or damage beyond economic repair to the Helicopter, which notice shall include the projected delivery date of the Replacement Helicopter.

5. ***Presentation of Completion Services for Acceptance*** – Upon the completion of the Completion Services, the Deluxe Executive Helicopter shall be presented for technical acceptance of the work performed at the Completion Center on the Scheduled Presentation Date Completion Services. Upon Buyer's request for an inspection and demonstration flight of the Deluxe Executive Helicopter, Sikorsky shall conduct a demonstration flight of the Deluxe Executive Helicopter, at the Completion Center during such inspection and presentation, which flight shall be approximately one (1) hour in duration or longer as may reasonably be necessary. Buyer's obligation to accept the Deluxe Executive Helicopter is conditioned upon and subject to Buyer being satisfied that the Completion Services have been satisfactorily completed and that the Helicopter as previously accepted by Buyer, is in airworthy condition with all systems functional and in proper working order and with no damage incurred.

6. ***Acceptance of Completion Services*** – After the completion of the inspection, the Deluxe Executive Helicopter shall be presented to Buyer for final acceptance of the Completion Services at the Designated Facility. Buyer shall evidence its acceptance of the Completion Services by executing a Certificate of Acceptance of the Completion Services (Exhibit C). Thereafter, upon the receipt of the Completion Services Final Payment pursuant to Article III. 1.d. below, Sikorsky shall provide to Buyer a FAA return to service certification and the Deluxe Executive Helicopter shall then be at Buyer's risk.

Action – Engineering (T. McTaggart , Charlie Hayden)

IV - CONFIGURATION FINALIZATION

1. ***Finalization Dates*** - The parties acknowledge that the Helicopter/Deluxe Executive Helicopter configuration set forth in Exhibit A is not yet finalized and therefore agree to finalize the following portions of the configuration by not later than one hundred fifty (150) days from the Acceptance Date of this Agreement:

Aircraft System Specification

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Interior General Arrangement
Audio Proposal
Interior Rendering Board
Aircraft Registration Number
Exterior Paint Rendering
Paint Scheme
Other

2. ***Amendment*** - For this purpose, the Buyer's Contact for Technical Issues shall have complete authority on behalf of the Buyer to discuss configuration issues and amend this Agreement accordingly, with associated technical, price and/or delivery changes. If the above dates are not met, Sikorsky may delay the Scheduled Presentation Date(s) and/or increase the Total Contract Price due to Sikorsky's additional costs associated with such delay and/or terminate this Agreement.

Action – (D. Carew, P. Perschbacher, K. Ohrenberger)

VI - HELICOPTER RELATED PROVISIONS

1. ***Type Design and Production Approval*** - The S-76 helicopter and all of its variants has been granted Type Certification by the U.S. Federal Aviation Administration ("FAA") under Federal Aviation Regulation ("FAR") Title 14 CFR Part 21. The certification basis of the S-76 as defined by Type Certificate H1NE, is FAR Title 14 CFR Part 29, "Airworthiness Standards: Transport Category Rotorcraft". Manufacture of the S-76C++ helicopter is approved under Sikorsky's Production Certificate PC-105 granted in accordance with FAR Title 14 CFR Part 21. Sikorsky as Type Certificate Holder, in the course and conduct of its business may at its sole discretion, seek FAA approval for the manufacture of the Helicopter under Sikorsky's Type Certificate at any facility wholly owned and controlled by Sikorsky and approved for such manufacture by FAA.

2. ***Special Flight Tests*** - Flight test work required for prototyping of any components or system detailed in ParagraphVII.5 below, functional checkout, or qualification of any additional equipment contracted may be performed by Sikorsky on the Helicopter and the Deluxe Executive Helicopter prior to title transfer thereto or final delivery thereof, respectively, to the Buyer. The delivery of the Helicopter or the Deluxe Executive Helicopter may be delayed to the extent necessary to accomplish the flight test work objectives without any liability on the part of Sikorsky for any such delay. In the event the Helicopter or Deluxe Executive Helicopter is destroyed during the period of such flight tests, such destruction arising from any cause whatsoever, Sikorsky shall be under no obligation to furnish a substitute Helicopter or Deluxe Executive Helicopter but shall rather be relieved of all obligations with respect to the delivery of such Helicopter or Deluxe Executive Helicopter so destroyed, except that Sikorsky or the insurance company shall promptly refund to Buyer all amounts theretofore paid by Buyer with respect to the purchase price thereof.

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Action – Customer Service (K. Perry, T. Wollenberg, J. Hutchinson):

V. *WARRANTIES*

Warranties - Sikorsky's warranties and Buyer's remedies are set forth in Exhibit B Deluxe Executive Helicopter Warranty.

1. ***Engine Warranty***- The engine manufacturer warranties and Buyer's remedies are set forth in Exhibit C. As a matter accommodation to Buyer Sikorsky shall obtain from the engine manufacturer, Turbomeca, a warranty extension of one year beyond the standard two years, for a total duration of three years or 1,000 flight hours as defined in paragraph 1.1 of Exhibit C, Turbomeca Arriel 2S2 Turboshaft Engine, that is attached hereto for reference. For the avoidance of doubt, the engine remains warranted by the engine manufacturer and all other terms and conditions of the engine manufacturer warranty shall remain unchanged.

VI - HELICOPTER RELATED PROVISIONS

3. ***Publications*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall furnish or offer to the Buyer certain publications under this paragraph for use by the Buyer and its contractors in operating and supporting the Deluxe Executive Helicopter. Sikorsky shall provide the Buyer with two paper copies of the Pilot's Flight Operating Manual and one copy each of the Sikorsky Maintenance Manual, Illustrated Parts Catalog, Wiring Manual, Engine Operating and Maintenance Manual and Engine Illustrated Parts Breakdown, and all revisions to each Sikorsky manual for three (3) years after delivery of each Deluxe Executive Helicopter at no additional cost to the Buyer. In addition, the Buyer may elect to receive S-76 Interactive Electronic Technical Manuals (IETMs) contained on one (1) CD-ROM computer disk and/or via Internet access from a Sikorsky-provided web site for accessing the information contained in the S-76 Maintenance Manual, Illustrated Parts Catalog and Airworthiness Limitations and Inspection Requirements Manuals (Chapters 4 and 5). The IETMs shall be subject to Sikorsky's standard IETM software license agreement terms. The Buyer also shall receive all revisions to the Sikorsky IETMs for three (3) years after delivery of the Deluxe Executive Helicopter at no additional cost to the Buyer. In addition, Sikorsky shall provide one copy of the operational and maintenance manuals of options, system schematics for the Deluxe Executive Helicopter normally available from Sikorsky and aviation subcontractors.

- ***Helotrac™*** - With each Helicopter sold and delivered hereunder, Sikorsky shall make available to Buyer a one-year subscription to this service.

VII - TRAINING PROVISIONS

1. ***Initial Pilot Training Services*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall make available to three (3) Buyer pilots an S-76 initial pilot training course approximately ten (10) days in duration, consisting of a Visual Flight Rules ("VFR") transition segment and, as required, an Instrument Flight Rules ("IFR") transition segment.

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Each of the segments is programmed to provide emphasis on helicopter familiarization, classroom instruction on systems operation and instruction in both the S-76 Simulator and the S-76 Cockpit Trainer. In addition, each Buyer pilot will receive two and one half (2.5) hours of flight with an instructor pilot. Each Buyer pilot must have a current U.S. commercial helicopter certificate or equivalent, and for the IFR segment, each Buyer pilot must have a current commercial certificate helicopter instrument rating, or equivalent. All flight training shall be conducted on the Deluxe Executive Helicopter to be delivered hereunder, following acceptance by the Buyer and transfer of title to the Buyer.

2. ***Initial Maintenance or Electrical Training Services*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall make available to three (3) Buyer mechanics an initial S-76 maintenance training course approximately fifteen (15) days in duration or, at Buyer's option, an S-76 electrical training course approximately ten (10) days in duration. Either course includes inspection and maintenance troubleshooting and use of a maintenance trainer. Each mechanic must have background experience in one or more of the following categories: certified (by the FAA or by an equivalent airworthiness authority) airframe mechanic with one (1) year practical experience as a rated aircraft mechanic; one (1) year experience as an active mechanic on a commercial or military helicopter; or three (3) years general experience as a commercial or military aircraft mechanic.

3. ***Engine Training Services*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall make available to three (3) Buyer mechanics, an engine maintenance course at the engine manufacturer's facility. This course is approximately five (5) days in duration.

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

HELICOPTER CONFIGURATION — EXHIBIT A

The following items of standard and optional equipment as described below, which have been selected by the Buyer, shall be installed on the Helicopter to be delivered under the Agreement.

Part 1:

BASELINE AIRCRAFT

Features of the S-76C++ Aircraft Code 0102:

Dynamic System - Two Turbomeca Arriel 2S2 engines, and a four blade articulated main rotor system with dual controls.

Cockpit – An Integrated Instrument Display System (IIDS), with an easy to upgrade avionics package. There is a Bleed Air Heating Defogging system and dual windshield wipers. The Pilot and Copilot seats come with a five point Restraint system.

Cabin – A large cabin that can be configured for four different missions and a 38 cubic foot baggage compartment

Other – Retractable landing gear, and 281 gallons of usable fuel

Baseline Avionics Package Includes:

Collins Proline II: Dual Collins VHF 22A Comms and VIR 32 Navs, single ADF 462 ADF, TDR 90 Transponder, DME 42 DME with IND 42A Indicator, ALT 1000 Radio Altimeter with Expanded Scale ALI 55A Indicator.

Honeywell EFIS/DAFCS: 4-Tube Honeywell EDZ 756 EFIS with 5" x 6" Indicators Displaying Airspeed, Altitude and Vertical Speed, Dual Litef AHRS, Dual Penny and Giles Air Data Computers, Dual Honeywell Digital SPZ 7600 Automatic Flight Control System, Altitude Alert.

Electrical: 28 Volt Electrical System with two 200 Amp Starter/Generators, 10 KVA AC Generator, Dual Static Inverters, Avionics and EFIS Master Switches.

Audio: Dual dB Systems Audio control panels with ICS and VOX plus three maintenance jacks, one in the cabin and two in the baggage compartment. This also includes dual 45° pedestal mounted ICS foot switches, three David Clark Headsets, one six-foot walk-around cord and two 30-foot walk-around cords, Cabin PA/Chime System, and a Passenger Briefing System - PBS 250

Backup/Safety Systems: Enhanced Ground Proximity Warning System, Universal 120 CVR, 3" Backup Airspeed Indicator and Altimeter, ADI-335D Standby Attitude Indicator with Nav1/Nav2 Select, ELT 406-NHM w/ Satellite Frequency, Electric Door Locks – Cabin, Cabin/Cockpit and FD DCPL Chime/Annunciator

Weather Related Systems: Wx Avoidance Radar - Primus 440, Windshield Washer System, Heated Glass Windshields, and Engine Inlet Barrier Filter

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

PART 2
DELUXE EXECUTIVE COMPLETION SERVICES

ADDITIONAL AVIONICS ITEMS

07025 Delete PBS 250 Passenger Briefing System
11002 Radio Tuning Units - RTU 420
11028 Dual - Mode S Transponders w/Diversity TDR 94D
11037 DME, 2nd - DME 42
30061 Cabin ICS
30012 Audio Jacks - Emergency *(Std/Bose)*
30020 Audio Jacks, Cockpit - Bose
30093 Cabin Call System
31021 Speakers - Door, Two
32001 Cellular Phone Base and Charger
32024 Satellite Communications System, AirCell ST 3100
34053 Nav/LRN Switch for ADI 335D
34081 Vertical Card Standby Compass
35053 FMS - Universal UNS 1F w/Go Around Switch wired to the Collective
36044 Lightning Strike Sensor - LSZ 860 w/LU 860
36065 Wx Avoidance Radar - Primus 880, *exchange for Primus 440*
36104 GMX-200 Multi Function Display, Garmin
36105 JeppView for GMX-200 MFD
36120 Honeywell Multi Function Radar Display (MFRD) displays Radar, Flight Plan, & Checklists
37011 TCAS I System - CAS 66A
37017 TCAS Control Panel - CP 66B
37025 TCAS I TA/VSI Display, Dual - IVA 81D

PAINTS & FINISHES

50002 VIP Interior Paint Prep & Finish
50012 VIP Exterior Paint Preparation & Finish

INTERIORS

63000 Deluxe VIP Interior Group, featuring: Silencer airframe isolated interior wall panel system, high performance airframe mounted secondary acoustic package, Ultraleather or Ultrasuede interior panel upholstery, ECS ducting, cockpit/cabin divider bulkhead with left hand and right hand sliding windows, leather seat upholstery, general cabin lighting, emergency cabin lighting, reading lights (8) and air outlets (8), cabin door threshold lighting, membrane switch panels to control cabin systems, tinted interior cabin windows, decorative plating in cabin, illuminated ordinance signs, emergency/informational signage, emergency exit signs, cabin and cockpit carpet with spare, wood veneer/leather/decorative metal details, integral magazine racks on cabin doors, storage cabinet forward of raised fuel deck, seat maintenance covers, cabin floor runners, molded baggage compartment floor liner, Stain Guard Protection, Nut Plates fittings for all Opera Windows and Removal of unused tie down fittings.

SDNY_GM_00003420

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262149

EFTA02727916

63013 Aft Facing Bench – ¾ Place
63071 Bulkhead Storage Compartment - Crew *(Aft Facing Bench)*
63085 Cabin Coat Hooks, Two
63098 Acoustic Noise Reduction - Bay Blanket Kit, Lightweight
70016 Sheepskin Seating - Crew Seats
70052 Seat Belt Extension
72063 Flight Manual Storage, LH Controls Closet

INTERIORS (Continued)

76017 Cabin Door Vents, Remove
77034 Single Action Door Release

AIRCRAFT ITEMS

80001 Boarding Step, Retractable - LH
80002 Boarding Step, Retractable -RH
80082 Engine Inlet Covers Storage *(S-76C++)*
80086 Maintenance Covers - Exterior
80090 Vertical Pylon Access Panels, CSN 76-207
83001 Annunciator - "FUEL X-FEED" ON
83051 Hydraulic Quick Disconnect Relocation
83055 Remove LH Accessory Drive - CSN 76-205
83065 Pulsed Electric Engine Chip Detector System, Eaton 1K7707
84051 C4 Environmental System
85001 Annunciator - "Land LT ON"
85002 Annunciator - "Search LT ON"
85012 Gooseneck Map Lights
85036 Anti-Collision Light, Red - Bottom
85051 Landing Light - LH Main Gear
85061 Recognition Lights - Forward Facing
85063 Logo Lights
85071 Pulselight System
85072 Pulse Landing Lights
85073 Pulse Recognition Lights
86001 Approach Plate Holder, Lighted - Pilot
86002 Approach Plate Holder, Lighted - Copilot
86016 Pencil Holder
86017 Console Storage Bin-Small *(Added per amend 1)*
86026 Sun Tint - Windshield
86050 Overhead Lateral Absorber
86052 Bifilar 5P
86054 Track and Balance Accelerometers Installed in Fuel Cell Extension
86060 Rotor Pedals Lube Kit
87001 Annunciator - "Pitot Heat" On
87002 Annunciator - "W/S Heat On"

SDNY_GM_00006420

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262150

EFTA02727917

88051 Floats Completion
88061 Single Pilot IFR
90001 Cabin reading light master ON/OFF switch in the cockpit
90002 Clear Coat Exterior Paint (over metallic)
90003 Replace exterior fairing/access panel hardware with stainless steel hardware
90004 Relocate reading lights from center cabin ceiling to above outboard passenger system
90005 Eight Bose headset jacks for use with the cabin ICS in the cabin (custom locations)
90006 Satcom System to be installed without the cockpit intercom capability (ref. code 32024)
90007 GMX200 display to be installed on the right and the MFRD on the left
90009 Audio input jack in cabin for Ipod type device. Entertainment audio to be heard in all cabin Bose headsets. No other controls, volume controlled via iPod device
90010 Audio input jack in cockpit for Ipod type device. Entertainment audio to be heard in both cockpit Bose headsets only. No other controls, volume controlled via Ipod devise
90012 Boarding steps to be surfaced with coarse non-skid
90013 Fwd facing bench seat, 3-4 passenger, W/wide single fold down armrest for right hand passenger. Armrest shall be shortened from the standard length and provide storage inside under lid for IPOD/Cell phone jacks (reference 90021 & 90009) and holders for customer furnished IPOD/Cell phone.
90015 Sheep skin throw carpet for cabin floor.
90016 Headset hangers located at ceiling level above all 8 cabin seats against forward/aft bulkheads
90017 Customer Cabin Interior Materials
Customer Furnished Materials
(Leather, Carpet, Sheepskin, Panel Covering)
Custom Upholstery Work
90019 Do not install the 63000 magazine storage in lower cabin doors (Added per amend 1)
90020 Custom upholstery/cushion fabrication requiring customer approval via pre-production prototype. 90021Cell phone Interface into the cabin ICS system. Connection to be in the fold down armrest of the 90013 fwd facing bench seat with ability to select the cell phone connection for any occupant on the fwd facing bench seat (4) positions. Tied to Weight-on-Wheels switch to disable in-flight use.

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

PROGRAM WORK AUTHORIZATION	RELEASE DATE	REV NO	REV DATE	PWA NUMBER
	12/17/07	03	12/15/08	F008-S76-002
			PAGE	14 of 14

Strip List:

Removal of the baseline Production Aircraft parts listed below (for each aircraft) shall be accomplished under Sikorsky Quality Assurance supervision. The parts will be stored in a bonded storeroom and returned to Sikorsky Aircraft upon direction. These parts must be removed upon receipt of the aircraft at Keystone and before induction into the Part 145 operation. Component removals (Strip List) shall be performed per Sikorsky Aircraft Process Procedure PR: 03-02-087 - Baseline Production Aircraft Part(s) Removal.

CODE	Option Name	P/N	Owner	NOMENCLATURE	QTY	Stock LOC	Std Cost	Total Value
0725	PBS 260	Unknown		Passenger Briefer System	1			
		PBS250-1-S5	AERO	Briefer Computer	1	3WPN	1,984.00	1,984.00
		PBS250-2-S5	AERO	Briefing Controller	1	3WPN	693.86	693.86
0102	Standard Aircraft	76COL-61000-011		Baseline Interior Package				
		33776-62167-011	SAC	Marking Install				
		250-2 AC/3A	SAC	Exit Sign	2	P60N	79.36	158.72
		33776-62598-011	SAC	Curtain Install				
		33776-52598-041	SAC	Curtain Assy	1	P60N	266.00	266.00
		33776-57574-011	AERO	Ceiling Install				
		33776-57574-042	AERO	Duct Assy.	1	3STN	390.00	390.00
		33776-57574-045	AERO	Ceiling Panel Assy	1	P74N	7,763.02	7,763.02
	Ballast Weights	76500-00701-011	SAC	Ballast Install				
		33776-64732-104	SAC	Ballast	18	P60N	57.00	1,026.00
		76500-00701-041	SAC	Plate Assy	1	P60N	1,338.53	1,338.53
		33776-64732-103	SAC	Retainer	3	P60N	78.84	236.52
	Door Seals				4			
11002	(RTU) Radio Tuning Units							
		822-8521-015	AERO	NAV Control Head (CTL 32)	2	P74N	2,195.10	4,390.20
		822-8520-007	AERO	COMM Control Head (CTL 92)	2	P74N	2,195.10	4,390.20
		822-8523-203	AERO	Transponder Control Head (CTL 82)	1	P74N	2,538.00	2,538.00
		822-8522-007	AERO	ADF Control Head	1	P74N	2,294.54	2,294.54
		33776-44352-045	AERO	Mounting Plates	3	P74N	193.47	580.41
11028	Dual Mode S XPNDR -TDR 94							
		822-1270-001	AERO	TDR-90 Transponder RT	1	P60N	6,733.60	6,733.60
		822-5211-003	AERO	TDR-90 Tray	1	3STN	0.00	0.00
		822-8590-002	AERO	CAD 82 Adapter	1	P60N	705.00	705.00
		653-9015-001	AERO	CAD 82 Adapter Tray	1	P60N	0.00	0.00
		822-8523-203	AERO	Transponder Control Head	1	P74N	2,538.00	2,538.00
34061	Vertical Card for Standby Compass							
		MS17983-4	AERO	Standby Compass	1	P60N	666.25	666.25
38065	Wx Avoidance/Search Radar - Primus 880							
		7021450-401	AERO	WU440 TRA	1	P74N	18,560.00	18,560.00
		7007700-104	AERO	Weather Radar Indicator	1	P74N	10,707.00	10,707.00
39120	Honeywell Multi Function Radar Display (MFD							
		7007700-104	AERO	Weather Radar Indicator	1	P74N	10,707.00	10,707.00
84051	C4 Environmental System							
		76500-07060-018	AERO	Heat Vent Install				
		SS497A824-4D16V	AERO	Restrictor	1	P60N	0.00	0.00
		129580-2	AERO	Duct Tee	1	P60N	1,359.00	1,359.00
		12w832-1	AERO	Sensor	1	P74N	7,670.00	7,670.00
		3166037-1	AERO	Tee Assy	1	P74N	0.00	0.00
		3166037-4	AERO	Tee	1	P74N	0.00	0.00
		3214102-2	AERO	Pressure Transducer	1	P74N	600.00	600.00
		33776-54210-041	AERO	Suppressor	1	3STN	10,407.23	10,407.23
		76306-07004-578	AERO	Tube Assy	1	P74N	0.00	0.00
		76306-07004-080	AERO	Tube	3	P74N	0.00	0.00
		76307-03006-047	AERO	Tube	1	P74N	66.64	66.64
		76307-03006-071	AERO	Tube	1	P74N	66.26	66.26
		76307-03006-072	AERO	Tube	1	P74N	66.55	66.55
		76450-01043-011	AERO	Panel Install				
		76450-01042-041	AERO	Panel Assy	1	P74N	1,919.39	1,919.39
		76500-07075-042	AERO	Adapter Assy	2	P74N	181.07	362.14
		76500-07901-103	AERO	Blower	1	P60N	6,167.00	6,167.00
		76500-07905-103	AERO	Suppressor	1	P74N	7,614.00	7,614.00
		76500-07060-019	AERO	Heat Vent Install				
		76306-07004-057	AERO	Tube Assy	1	P74N	42.63	42.63
		76306-07004-086	AERO	Tube Assy	1	P74N	57.31	57.31
		76307-03006-049	AERO	Tube Assy	1	P74N	70.63	70.63
		76307-03006-082	AERO	Tube Assy	1	P74N	61.62	61.62
		76307-03006-083	AERO	Tube Assy	1	P74N	76.67	76.67
		76307-03006-084	AERO	Tube Assy	1	P74N	63.40	63.40
		76500-07054-043	AERO	Duct Assy	1	P74N	0.00	0.00
		76500-07068-042	AERO	Adapter Assy	1	P74N	200.14	200.14
		76500-07900-104	AERO	Valve	1	P74N	5,613.00	5,613.00
		76500-07068-102	AERO	Adapter	1	P60N	890.00	890.00
		76212-03004-044	AERO	Heat Duct Assy	1	P74N	997.00	997.00
		76212-03004-043	SAC	Heat Plenum	1	P74N	0.00	0.00
		76212-01016-101	AERO	Cockpit Defrost Duct	1	P74N	0.00	0.00
		76212-03005-101	AERO	Cockpit Defrost Duct	1	P74N	0.00	0.00
		76212-03004-051	AERO	Duct Assy, Upper L/H	1	P74N	1,029.00	1,029.00
		76212-03004-042	SAC	Duct Assy	1	P74N	0.00	0.00
		76212-03004-041	SAC	Duct Assy	1	P74N	0.00	0.00
		76500-07512-042	SAC	Assy	1	P04N	0.00	0.00
		33776-64058-019	AERO	IC9 Install				
		33776-64056-041	AERO	Switch Box Assy, LH	1	P84N	0.00	0.00
		33776-64826-011/-01	H.S.I.	NACA Door Vents (Removal)				
		1482-03	SAC/PSOR	LH NACA Duct Valve Assy	1	3WPN	0.00	0.00
		1482-04	SAC/PSOR	RH NACA Duct Valve Assy	1	3WPN	0.00	0.00
		76207-01136-101	AERO	Panel	4	P60N	PAPO	PAPO
		1613-01	AERO	Vent Panel Assy	1	3STN	PAPO	PAPO
		1613-02	AERO	Vent Panel Assy	1	3STN	PAPO	PAPO
		82405	AERO	Diffuser	4	3STN	120.95	483.80
85012	Gooseneck Map Lights (EX)							
		15-0007-127	AERO	Grimes Utility Lights	2	P74N	567.63	1,135.26
							Total	126,066

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

PROGRAM WORK AUTHORIZATION	RELEASE DATE	REV NO	REV DATE	PWA NUMBER
	10/22/2008	01	10/14/2008	F008-S76-002
			PAGE	1 of 14

STANDARD DISTRIBUTION	PROGRAM NAME		B.D.M. NO.
	S76		
	CONTRACT NUMBER		C.W.A. NO.
	S76TD6167A		
	CONTRACT DATE	THROUGH CONTRACT AMENDMENT	
THIS INFORMATION IS COMPANY PRIVATE.	12/17/07	1 Date: 10/14/2008	

SUBJECT Completion of S-76C++ Aircraft 760746 771 (eff: ~~286~~ 311)

Customer: **Air Ghislaine, Inc.**

STATEMENT OF WORK (SCOPE & SCHEDULE)					
MODEL:	S76C++				
SPEC / REV:					
SERIAL NUMBER:	~~746~~ 771				
SIKORSKY ACCEPTANCE:					
SCHEDULED PRESENTATION DATE:	~~Dec 2008~~	June 2009			
SCHEDULED PRESENTATION DATE COMPLETION SERVICES:	~~Jul 2009~~	Nov. 2009			

DETAIL WORK DESCRIPTION ATTACHED: Release the above aircraft to the Keystone Completion Center.

Revision		Change Explanation			
Number	Notes	Schedule	Budget	Configuration	Other
0	Release. Contract Details	X	X	X	X
1	Revised to reflect change in serial number and presentation date per Amend. #1	X			
Period of Performance:	December 2007 thru ~~July 2009~~ November 2009				

APPROVALS & ENDORSEMENTS					
	Name	Date		Name	Date
Program Manager	*Chris Shurkus*	10/20/08	Finance	*Frank A. Misiewicz*	10/22/08

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Statement of Work:

This PWA authorizes the design, planning, procurement, and construction of Executive Trop configuration at the Keystone S-76 Completion Center. This PWA authorizes Purchasing to direct Keystone to complete the aircraft under Purchase Order from Sikorsky. The following are the specific actions authorized under this PWA:

Purchase Order Instructions:

Purchasing is to issue Purchase Order authorization to Keystone to commence design, planning, and completion for the aircraft listed in the cover page and the configuration shown here in, with additional responsibilities as defined in the Sikorsky-Keystone Completion Center agreement.

Total Budget:

Air Ghislaine, Inc.

Description	Hrs	PWA Total	WBS AC 771
Green Aircraft Manufacture * *For internal use only*		$ 5,901,000	AC-070.1.18.18
Pre-Ticket Flight Test and Support	161	26,116	AC-062.1.49.0A
Post RMS Activities		10,781	AC-062.1.49.0B
*Technical Publications		17,306	AC-062.1.49.0C
*FSI Standard Training		69,967	AC-062.1.49.0D
*Customer Gift Certificate		2,000	AC-062.1.49.0E
*Fleet Mgt Services		14,871	AC-062.1.49.0F
*FOGI (Baseline)		7,000	AC-062.1.49.0G
*Other-SAC OH		3,350	Planning purpose ONLY
Total Job Order Baseline	**161**	**151,392**	
Commission-(Baseline)		217,939	
Keystone Completion		2,235,040	AC-S71.1.01.2A
Keystone Completion O/H		71,521	Planning purpose ONLY
Pilot Support/AC acceptance @ CC	140	19,143	AC-S71.1.01.2C
ACB	40	4,219	AC-S71.1.01.2F
Engineering- Avionics	296	33,626	AC-S71.1.01.2G
Engineering-Interiors	298	34,089	AC-S71.1.01.2H
Engineering-Flight Sciences	100	11,549	AC-S71.1.01.2I
Management Reserve		50,000	AC-S71.1.01.2J
***FOGI (Completion)**		8,000	AC-S71.1.01.2K
***Additional Training**		38,698	AC-S71.1.01.2M
***AAG SUPPORT-VIP only(20hrs)**		106,521	AC-S71.1.01.2N
*Other-SAC OH		4,647	Planning purpose ONLY
Extended Warranty		57,600	AC-S71.1.01.2R
Strip List		(126,058)	AC-S71.1.01.2S
Total Completion	**874**	**2,548,596**	
Commission-(Completion)		73,238	
Grand Total incl. Commission	1,035	8,892,165	

Charter Time –As an added benefit of an S-76C++ Deluxe Executive Helicopter acquisition, Sikorsky shall provide to Buyer twenty (20) hours of S-76 charter time in the metropolitan New York area through Sikorsky's subsidiary, Associated Aircraft Group ("AAG"). The benefit of these

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

services may be used by Buyer upon reasonable request, subject to AAG's standard terms and conditions of service, and will remain on account with AAG for two years after execution of this Agreement.

Action – Purchasing (D. McCory/S. Monteiro)

Please inform Turbomeca that the following S76C++ aircraft s/n (760~~746~~ 771) with Turbomeca Engines was sold to the following customer:

Air Ghislaine, Inc. (Jet Aviation)
3800 Southern Boulevard
Suite 204
West Palm Beach, Fl. 33406
Mr. Larry Visoski

Engine Certification for the country of US is required in time to support aircraft delivery. If certification has not already been obtain in this country, have Turbomeca promptly initiate certification activity with the appropriate authorities and inform us of this action.

Engine Maintenance Manuals are also required to be sent directly to the customer by the aircraft delivery date.

The following additional engine related commitments are also specified in the S76C++ New Helicopter Sales Agreement (**S76TD6167A**): NONE

Additional Requirement for Completion Center

The completion center is responsible for ensuring the documentation that is delivered to the customer reflects the delivered configuration. The documents to be delivered with the helicopter include, but are not limited to: Pilot guides for cockpit equipment, Electrical Load Analysis Report, Weight & Balance Report, 1p and 4p Vibration Report, Aircraft Equipment Inventory Listing, Certificate of Airworthiness, Return to Service, CVR/FDR Reasonability Check Report, Option Data Package for continued airworthiness for all equipment installed by the Completion Center which is not covered in the Aircraft Maintenance Manual.

All Transponders, ELT's and other programmable devices are to be programmed with appropriate information to be provided by Customer.

All aircraft equipment Software and databases are to be updated/loaded by the completion center prior to delivery. Completion Center will also submit a subscription application to each supplier for a minimum of 12 months software/database subscription. Additionally, all data transfer cables and special equipment necessary to perform these functions will be provided to the customer. This includes, but is not limited to: **EGPWS, FMS, Garmin GMX 200.**

SDNY_GM_00003426

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262155

EFTA02727922

Aircraft is to be flown into retorque window and all retorques are to be accomplished prior to delivery. Helicopter will be delivered with sufficient flight time available to enable ferry flight to customer's home base without need for retorque or scheduled maintenance or inspections.

All open and/or applicable ASB's and AD's are to be complied with prior to delivery. CSN's complied with at the direction of the Program Manager.

No part used in the completion of the S-76 helicopter will be installed if its remaining life at time of delivery will be less that 75% of its published life. Also, parts that are subject to periodic inspections shall not be installed as part of the S-76 completion if the inspection interval remaining on the part is less than 12 months or at least 75% of the published inspection interval remains at time of delivery.

Action – Information Technologies (D. Blackmore)

- Create a MyCompletion Website, username and password for the customer listed on this PWA.
- Point of Contact (POC):
  - Chris Shurkus - S76 Program Manager (203) 386-5558
  - Ken Pike – Customer Service Manager (203) 416-4241
  - Howard Germon –Regional Sales (203) 267-7208

Action – M. Mariotti (should be charge to an expense P.O.)

- Place purchase order for (Eight) 8 display models with Microwest, 1312 West Collins Ave Orange, CA 92867, (714) 771-2521. These models are to be painted in the customer unique paint scheme including customer registration number. Have the completed models shipped to SAC, attention Chris Shurkus
- Order customer gift certificate from GBG, The Corp Gift Source, 204 Spring Hill Road, Trumbull, CT 06611, (203) 459-4424 in the amount of $2,000.00, made out to Attn: Mr. Larry Visoski

Action – Program Manager (C. Shurkus)

DESCRIPTION OF SALE

1. ***Sale*** - Sikorsky shall sell and deliver to the Buyer, and the Buyer shall purchase from Sikorsky, the Quantity of one new Sikorsky Model S-76C Helicopters with new Turbomeca 2S2 engines (known as the S-76C++) and equipped with the items of additional equipment specified in Exhibit A, Part 1 (the "Helicopter"). In addition, Sikorsky shall sell and perform the Completion Services for Buyer and Buyer shall purchase the Completion Services on the Helicopter, which will then be equipped with the items of additional equipment specified in Exhibit A, Part 2, (the Deluxe Executive Helicopter"). Notwithstanding anything to the contrary contained herein, during the performance of the Completion Services, the configuration items specified in Annex 1 to Exhibit A shall be removed from the Helicopter and retained as property of Sikorsky. These configuration items shall be either deleted or replaced by the customized options chosen by Buyer in Exhibit A, Part 2 as part of the Completion Services.

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

2. ***Presentation of Helicopter for Acceptance*** - The Helicopter shall be presented for acceptance at the Sikorsky designated facility in Connecticut (the "Designated Facility") on the Scheduled Presentation Dates. Upon Buyer's request for a demonstration flight of the Helicopter, Sikorsky shall conduct a demonstration flight at the Designated Facility during such presentation, which flight shall be approximately one (1) hour in duration or longer as may reasonably be necessary. Buyer's obligation to purchase the Helicopter is conditioned upon and subject to Buyer being satisfied that the Helicopter is in airworthy condition with all flight critical systems functional and in proper working order, and has been manufactured in accordance with the specifications of this Agreement and that the Helicopter has no damage, corrosion or other defects.

3. ***Acceptance and Title Transfer*** - After presentation of the Helicopter, Buyer shall evidence its acceptance of the Helicopter by executing a Certificate of Helicopter Acceptance. Upon Buyer's execution of the Certificate of Helicopter Acceptance, and payment of the Baseline Helicopter Final Payment pursuant to Section III.1.b., Sikorsky shall transfer title to Buyer at the Designated Facility. Following title transfer, Sikorsky shall provide to Buyer a FAA Certificate of Airworthiness, a Bill of Sale and a Warranty Bill of Sale (Exhibit C). Sikorsky shall retain custody of the Helicopter for the purpose of the performance of the Completion Services. As part of the Completion Services, Sikorsky will transport the Helicopter, at Sikorsky's expense, from Connecticut, to Sikorsky's designated completion center (the "Completion Center") via ferry flight. Upon its arrival at the Completion Center, the Helicopter shall be inducted into the facility in order to allow the performance of the Completion Services.

4. ***No Prospective Registration of Interest-*** Prior to the transfer of title as provided in this Agreement, Buyer, without the prior written consent of Sikorsky, shall neither register nor consent to the ability of any person to register any interest in the Helicopter or its engines on the International Registry, including without limitation, any prospective international interest, pursuant to that body of law know as the Cape Town Treaty Convention on International Interests in Mobile Equipment and the Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment (hereinafter the "Cape Town Treaty"). Any consent by Sikorsky to registration of any interest in the Helicopter or its engines shall be subject to among other things at Sikorsky's sole discretion, receipt by Sikorsky of all payments due under this Agreement at the time of title transfer of the Helicopter to Buyer. Registration of any interest under the Cape Town Treaty in violation of this paragraph shall be deemed ineffective as against Sikorsky and Buyer shall immediately upon request of Sikorsky and at Buyer's expense, take all required action to remove any such interest or other encumbrance on the Helicopter in connection therewith.

5. ***Risk of Loss*** – Sikorsky shall have risk of loss of the Helicopter, subsequent to the transfer of title through Buyer's acceptance of the Completion Services. In the event that the Helicopter is damaged or the functionality is in any way compromised during the conduct of the Completion Services, Sikorsky shall be required, as a part of the Completion Services, to repair such damage or restore such functionality to as good condition as new. Buyer agrees that any insurance proceeds for such repair shall be paid directly to Sikorsky. In the event

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

the Helicopter is lost or destroyed or damaged beyond economic repair at any time prior to Buyer's acceptance, Buyer shall have the right to either (i) purchase the next available S-76 C++ Helicopter in Sikorsky's production sequence (the "Replacement Helicopter") on the same terms and conditions as set forth in this Agreement, (however Sikorsky reserves the right to make changes in the Exhibit A configuration and Helicopter Unit Price of the Replacement Helicopter required due to obsolescence, FAA requirements, or as a result of changes in the manufacture of the Helicopter), or (ii) terminate this Agreement. Buyer shall notify Sikorsky of its decision within fifteen (15) days of receipt by Buyer of written notice from Sikorsky of the loss or destruction of or damage beyond economic repair to the Helicopter, which notice shall include the projected delivery date of the Replacement Helicopter.

5. ***Presentation of Completion Services for Acceptance*** – Upon the completion of the Completion Services, the Deluxe Executive Helicopter shall be presented for technical acceptance of the work performed at the Completion Center on the Scheduled Presentation Date Completion Services. Upon Buyer's request for an inspection and demonstration flight of the Deluxe Executive Helicopter, Sikorsky shall conduct a demonstration flight of the Deluxe Executive Helicopter, at the Completion Center during such inspection and presentation, which flight shall be approximately one (1) hour in duration or longer as may reasonably be necessary. Buyer's obligation to accept the Deluxe Executive Helicopter is conditioned upon and subject to Buyer being satisfied that the Completion Services have been satisfactorily completed and that the Helicopter as previously accepted by Buyer, is in airworthy condition with all systems functional and in proper working order and with no damage incurred.

6. ***Acceptance of Completion Services*** – After the completion of the inspection, the Deluxe Executive Helicopter shall be presented to Buyer for final acceptance of the Completion Services at the Designated Facility. Buyer shall evidence its acceptance of the Completion Services by executing a Certificate of Acceptance of the Completion Services (Exhibit C). Thereafter, upon the receipt of the Completion Services Final Payment pursuant to Article III. 1.d. below, Sikorsky shall provide to Buyer a FAA return to service certification and the Deluxe Executive Helicopter shall then be at Buyer's risk.

Action – Engineering (T. McTaggart , Charlie Hayden)

IV - CONFIGURATION FINALIZATION

1. ***Finalization Dates*** - The parties acknowledge that the Helicopter/Deluxe Executive Helicopter configuration set forth in Exhibit A is not yet finalized and therefore agree to finalize the following portions of the configuration by not later than one hundred fifty (150) days from the Acceptance Date of this Agreement:

Aircraft System Specification

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Interior General Arrangement
Audio Proposal
Interior Rendering Board
Aircraft Registration Number
Exterior Paint Rendering
Paint Scheme
Other

2. ***Amendment*** - For this purpose, the Buyer's Contact for Technical Issues shall have complete authority on behalf of the Buyer to discuss configuration issues and amend this Agreement accordingly, with associated technical, price and/or delivery changes. If the above dates are not met, Sikorsky may delay the Scheduled Presentation Date(s) and/or increase the Total Contract Price due to Sikorsky's additional costs associated with such delay and/or terminate this Agreement.

Action – (D. Carew, P. Perschbacher, K. Ohrenberger)

VI - HELICOPTER RELATED PROVISIONS

1. ***Type Design and Production Approval*** - The S-76 helicopter and all of its variants has been granted Type Certification by the U.S. Federal Aviation Administration ("FAA") under Federal Aviation Regulation ("FAR") Title 14 CFR Part 21. The certification basis of the S-76 as defined by Type Certificate H1NE, is FAR Title 14 CFR Part 29, "Airworthiness Standards: Transport Category Rotorcraft". Manufacture of the S-76C++ helicopter is approved under Sikorsky's Production Certificate PC-105 granted in accordance with FAR Title 14 CFR Part 21. Sikorsky as Type Certificate Holder, in the course and conduct of its business may at its sole discretion, seek FAA approval for the manufacture of the Helicopter under Sikorsky's Type Certificate at any facility wholly owned and controlled by Sikorsky and approved for such manufacture by FAA.

2. ***Special Flight Tests*** - Flight test work required for prototyping of any components or system detailed in ParagraphVII.5 below, functional checkout, or qualification of any additional equipment contracted may be performed by Sikorsky on the Helicopter and the Deluxe Executive Helicopter prior to title transfer thereto or final delivery thereof, respectively, to the Buyer. The delivery of the Helicopter or the Deluxe Executive Helicopter may be delayed to the extent necessary to accomplish the flight test work objectives without any liability on the part of Sikorsky for any such delay. In the event the Helicopter or Deluxe Executive Helicopter is destroyed during the period of such flight tests, such destruction arising from any cause whatsoever, Sikorsky shall be under no obligation to furnish a substitute Helicopter or Deluxe Executive Helicopter but shall rather be relieved of all obligations with respect to the delivery of such Helicopter or Deluxe Executive Helicopter so destroyed, except that Sikorsky or the insurance company shall promptly refund to Buyer all amounts theretofore paid by Buyer with respect to the purchase price thereof.

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Action – Customer Service (K. Perry, A. Wunderlich, J. Hutchinson):

V. ***WARRANTIES***

Warranties - Sikorsky's warranties and Buyer's remedies are set forth in Exhibit B Deluxe Executive Helicopter Warranty.

1. ***Engine Warranty***- The engine manufacturer warranties and Buyer's remedies are set forth in Exhibit C. As a matter accommodation to Buyer Sikorsky shall obtain from the engine manufacturer, Turbomeca, a warranty extension of one year beyond the standard two years, for a total duration of three years or 1,000 flight hours as defined in paragraph 1.1 of Exhibit. C, Turbomeca Arriel 2S2 Turboshaft Engine, that is attached hereto for reference. For the avoidance of doubt, the engine remains warranted by the engine manufacturer and all other terms and conditions of the engine manufacturer warranty shall remain unchanged.

VI - HELICOPTER RELATED PROVISIONS

3. ***Publications*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall furnish or offer to the Buyer certain publications under this paragraph for use by the Buyer and its contractors in operating and supporting the Deluxe Executive Helicopter. Sikorsky shall provide the Buyer with two paper copies of the Pilot's Flight Operating Manual and one copy each of the Sikorsky Maintenance Manual, Illustrated Parts Catalog, Wiring Manual, Engine Operating and Maintenance Manual and Engine Illustrated Parts Breakdown, and all revisions to each Sikorsky manual for three (3) years after delivery of each Deluxe Executive Helicopter at no additional cost to the Buyer. In addition, the Buyer may elect to receive S-76 Interactive Electronic Technical Manuals (IETMs) contained on one (1) CD-ROM computer disk and/or via Internet access from a Sikorsky-provided web site for accessing the information contained in the S-76 Maintenance Manual, Illustrated Parts Catalog and Airworthiness Limitations and Inspection Requirements Manuals (Chapters 4 and 5). The IETMs shall be subject to Sikorsky's standard IETM software license agreement terms. The Buyer also shall receive all revisions to the Sikorsky IETMs for three (3) years after delivery of the Deluxe Executive Helicopter at no additional cost to the Buyer. In addition, Sikorsky shall provide one copy of the operational and maintenance manuals of options, system schematics for the Deluxe Executive Helicopter normally available from Sikorsky and aviation subcontractors.

- ***Helotrac***™ - With each Helicopter sold and delivered hereunder, Sikorsky shall make available to Buyer a one-year subscription to this service.

VII - TRAINING PROVISIONS

1. ***Initial Pilot Training Services*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall make available to three (3) Buyer pilots an S-76 initial pilot training course approximately ten (10) days in duration, consisting of a Visual Flight Rules ("VFR") transition segment and, as required, an Instrument Flight Rules ("IFR") transition segment.

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Each of the segments is programmed to provide emphasis on helicopter familiarization, classroom instruction on systems operation and instruction in both the S-76 Simulator and the S-76 Cockpit Trainer. In addition, each Buyer pilot will receive two and one half (2.5) hours of flight with an instructor pilot. Each Buyer pilot must have a current U.S. commercial helicopter certificate or equivalent, and for the IFR segment, each Buyer pilot must have a current commercial certificate helicopter instrument rating, or equivalent. All flight training shall be conducted on the Deluxe Executive Helicopter to be delivered hereunder, following acceptance by the Buyer and transfer of title to the Buyer.

2. ***Initial Maintenance or Electrical Training Services*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall make available to three (3) Buyer mechanics an initial S-76 maintenance training course approximately fifteen (15) days in duration or, at Buyer's option, an S-76 electrical training course approximately ten (10) days in duration. Either course includes inspection and maintenance troubleshooting and use of a maintenance trainer. Each mechanic must have background experience in one or more of the following categories: certified (by the FAA or by an equivalent airworthiness authority) airframe mechanic with one (1) year practical experience as a rated aircraft mechanic; one (1) year experience as an active mechanic on a commercial or military helicopter; or three (3) years general experience as a commercial or military aircraft mechanic.

3. ***Engine Training Services*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall make available to three (3) Buyer mechanics, an engine maintenance course at the engine manufacturer's facility. This course is approximately five (5) days in duration.

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

HELICOPTER CONFIGURATION **EXHIBIT A**

The following items of standard and optional equipment as described below, which have been selected by the Buyer, shall be installed on the Helicopter to be delivered under the Agreement.

Part 1:

BASELINE AIRCRAFT

Features of the S-76C++ Aircraft Code 0102:

Dynamic System - Two Turbomeca Arriel 2S2 engines, and a four blade articulated main rotor system with dual controls.

Cockpit – An Integrated Instrument Display System (IIDS), with an easy to upgrade avionics package. There is a Bleed Air Heating Defogging system and dual windshield wipers. The Pilot and Copilot seats come with a five point Restraint system.

Cabin – A large cabin that can be configured for four different missions and a 38 cubic foot baggage compartment

Other – Retractable landing gear, and 281 gallons of usable fuel

Baseline Avionics Package Includes:

Collins Proline II: Dual Collins VHF 22A Comms and VIR 32 Navs, single ADF 462 ADF, TDR 90 Transponder, DME 42 DME with IND 42A Indicator, ALT 1000 Radio Altimeter with Expanded Scale ALI 55A Indicator.

Honeywell EFIS/DAFCS: 4-Tube Honeywell EDZ 756 EFIS with 5" x 6" Indicators Displaying Airspeed, Altitude and Vertical Speed, Dual Litef AHRS, Dual Penny and Giles Air Data Computers, Dual Honeywell Digital SPZ 7600 Automatic Flight Control System, Altitude Alert.

Electrical: 28 Volt Electrical System with two 200 Amp Starter/Generators, 10 KVA AC Generator, Dual Static Inverters, Avionics and EFIS Master Switches.

Audio: Dual dB Systems Audio control panels with ICS and VOX plus three maintenance jacks, one in the cabin and two in the baggage compartment. This also includes dual 45° pedestal mounted ICS foot switches, three David Clark Headsets, one six-foot walk-around cord and two 30-foot walk-around cords, Cabin PA/Chime System, and a Passenger Briefing System - PBS 250

Backup/Safety Systems: Enhanced Ground Proximity Warning System, Universal 120 CVR, 3" Backup Airspeed Indicator and Altimeter, ADI-335D Standby Attitude Indicator with Nav1/Nav2 Select, ELT 406-NHM w/ Satellite Frequency, Electric Door Locks – Cabin, Cabin/Cockpit and FD DCPL Chime/Annunciator

Weather Related Systems: Wx Avoidance Radar - Primus 440, Windshield Washer System, Heated Glass Windshields, and Engine Inlet Barrier Filter

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

PART 2
DELUXE EXECUTIVE COMPLETION SERVICES

ADDITIONAL AVIONICS ITEMS

07025 Delete PBS 250 Passenger Briefing System
11002 Radio Tuning Units - RTU 4200
11028 Dual - Mode S Transponders w/Diversity TDR 94D
11037 DME, 2nd - DME 42
30061 Cabin ICS
30012 Audio Jacks - Emergency *(Std/Bose)*
30020 Audio Jacks, Cockpit - Bose
30093 Cabin Call System
31021 Speakers - Door, Two
32001 Cellular Phone Base and Charger
32024 Satellite Communications System, AirCell ST 3100
34053 Nav/LRN Switch for ADI 335D
34081 Vertical Card Standby Compass
35053 FMS - Universal UNS 1F w/Go Around Switch wired to the Collective
36044 Lightning Strike Sensor - LSZ 860 w/LU 860
36065 Wx Avoidance Radar - Primus 880, *exchange for Primus 440*
36104 GMX-200 Multi Function Display, Garmin
36105 JeppView for GMX-200 MFD
36120 Honeywell Multi Function Radar Display (MFRD) displays Radar, Flight Plan, & Checklists
37011 TCAS I System - CAS 66A
37017 TCAS Control Panel - CP 66E
37025 TCAS I TA/VSI Display, Dual - IVA 81D

PAINTS & FINISHES

50002 VIP Interior Paint Prep & Finish
50012 VIP Exterior Paint Preparation & Finish

INTERIORS

63000 Deluxe VIP Interior Group, featuring: Silencer airframe isolated interior wall panel system, high performance airframe mounted secondary acoustic package, Ultraleather or Ultrasuede interior panel upholstery, ECS ducting, cockpit/cabin divider bulkhead with left hand and right hand sliding windows, leather seat upholstery, general cabin lighting, emergency cabin lighting, reading lights (8) and air outlets (8), cabin door threshold lighting, membrane switch panels to control cabin systems, tinted interior cabin windows, decorative plating in cabin, illuminated ordinance signs, emergency/informational signage, emergency exit signs, cabin and cockpit carpet with spare, wood veneer/leather/decorative metal details, integral magazine racks on cabin doors, storage cabinet forward of raised fuel deck, seat maintenance covers, cabin floor runners, molded baggage compartment floor liner, Stain Guard Protection, Nut Plates fittings for all Opera Windows and Removal of unused tie down fittings.

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

63013 Aft Facing Bench – ¾ Place
63071 Bulkhead Storage Compartment - Crew *(Aft Facing Bench)*
63085 Cabin Coat Hooks, Two
63098 Acoustic Noise Reduction - Bay Blanket Kit, Lightweight
70016 Sheepskin Seating - Crew Seats
70052 Seat Belt Extension
72063 Flight Manual Storage, LH Controls Closet

INTERIORS (Continued)

76017 Cabin Door Vents, Remove
77034 Single Action Door Release

AIRCRAFT ITEMS

80001 Boarding Step, Retractable - LH
80002 Boarding Step, Retractable -RH
80082 Engine Inlet Covers Storage *(S-76C++)*
80086 Maintenance Covers - Exterior
80090 Vertical Pylon Access Panels, CSN 76-207
83001 Annunciator - "FUEL X-FEED" ON
83051 Hydraulic Quick Disconnect Relocation
83055 Remove LH Accessory Drive - CSN 76-205
83065 Pulsed Electric Engine Chip Detector System, Eaton 1K7707
84051 C4 Environmental System
85001 Annunciator - "Land LT ON"
85002 Annunciator - "Search LT ON"
85012 Gooseneck Map Lights
85036 Anti-Collision Light, Red - Bottom
85051 Landing Light - LH Main Gear
85061 Recognition Lights - Forward Facing
85063 Logo Lights
85071 Pulselight System
85072 Pulse Landing Lights
85073 Pulse Recognition Lights
86001 Approach Plate Holder, Lighted - Pilot
86002 Approach Plate Holder, Lighted - Copilot
86016 Pencil Holder
86017 Console Storage Bin-Small *(Added per amend 1)*
86026 Sun Tint - Windshield
86050 Overhead Lateral Absorber
86052 Bifilar 5P
86054 Track and Balance Accelerometers Installed in Fuel Cell Extension
86060 Rotor Pedals Lube Kit
87001 Annunciator - "Pitot Heat" On
87002 Annunciator - "W/S Heat On"

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

88051 Floats Completion
88061 Single Pilot IFR
90001 Cabin reading light master ON/OFF switch in the cockpit
90002 Clear Coat Exterior Paint (over metallic)
90003 Replace exterior fairing/access panel hardware with stainless steel hardware
90004 Relocate reading lights from center cabin ceiling to above outboard passenger system
90005 Eight Bose headset jacks for use with the cabin ICS in the cabin (custom locations)
90006 Satcom System to be installed without the cockpit intercom capability (ref. code 32024)
90007 GMX200 display to be installed on the right and the MFRD on the left
90009 Audio input jack in cabin for Ipod type device. Entertainment audio to be heard in all cabin Bose headsets. No other controls, volume controlled via iPod device
90010 Audio input jack in cockpit for Ipod type device. Entertainment audio to be heard in both cockpit Bose headsets only. No other controls, volume controlled via Ipod devise
90012 Boarding steps to be surfaced with coarse non-skid
90013 Fwd facing bench seat, 3-4 passenger, W/wide single fold down armrest for right hand passenger. Armrest shall be shortened from the standard length and provide storage inside under lid for IPOD/Cell phone jacks (reference 90021 & 90009) and holders for customer furnished IPOD/Cell phone.
90015 Sheep skin throw carpet for cabin floor.
90016 Headset hangers located at ceiling level above all 8 cabin seats against forward/aft bulkheads
90017 Customer Cabin Interior Materials
Customer Furnished Materials
(Leather, Carpet, Sheepskin, Panel Covering)
Custom Upholstery Work
90019 Do not install the 63000 magazine storage in lower cabin doors (Added per amend 1)
90020 Custom upholstery/cushion fabrication requiring customer approval via pre-production prototype. 90021Cell phone Interface into the cabin ICS system. Connection to be in the fold down armrest of the 90013 fwd facing bench seat with ability to select the cell phone connection for any occupant on the fwd facing bench seat (4) positions. Tied to Weight-on-Wheels switch to disable in-flight use.

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

PROGRAM WORK AUTHORIZATION	RELEASE DATE	REV NO	REV DATE	PWA NUMBER
	10/22/2008	01	10/14/2008	F008-S76-002
			PAGE	14 of 14

Strip List:

Removal of the baseline Production Aircraft parts listed below (for each aircraft) shall be accomplished under Sikorsky Quality Assurance supervision. The parts will be stored in a bonded storeroom and returned to Sikorsky Aircraft upon direction. These parts must be removed upon receipt of the aircraft at Keystone and before induction into the Part 145 operation. Component removals (Strip List) shall be performed per Sikorsky Aircraft Process Procedure PR: 03-02-087 - Baseline Production Aircraft Part(s) Removal.

CODE	Option Name	P/N	Owner	NOMENCLATURE	QTY	Stock LOC	Std Cost	Total Value
0725	PBS 260	Unknown		Passenger Briefer System	1			
		PBS250-1-S5	AERO	Briefer Computer	1	3WPN	1,964.00	1,964.00
		PBS250-2-B5	AERO	Briefing Controller	1	3WPN	893.86	893.86
0102	Standard Aircraft	76COL-61000-011		Baseline Interior Package				
		33776-62167-011	SAC	Marking Install				
		250-2 AC/3A	SAC	Exit Sign	2	P60N	79.36	158.72
		33776-62598-011	SAC	Curtain Install				
		33776-62598-041	SAC	Curtain Assy	1	P60N	266.00	266.00
		33776-57574-011	AERO	Ceiling Install				
		33776-57574-042	AERO	Duct Assy	1	3STN	390.00	390.00
		33776-57574-045	AERO	Ceiling Panel Assy	1	P74N	7,763.02	7,763.02
	Ballast Weights	76600-00701-011	SAC	Ballast Install				
		33776-64732-104	SAC	Ballast	18	P60N	57.00	1,026.00
		76500-00701-041	SAC	Plate Assy	1	P60N	1,336.53	1,336.53
		33776-64732-103	SAC	Retainer	3	P60N	78.84	236.52
	Door Seals				4			
11002	(RTU) Radio Tuning Units							
		622-6521-015	AERO	NAV Control Head (CTL 32)	2	P74N	2,195.10	4,390.20
		622-6520-007	AERO	COMM Control Head (CTL 92)	2	P74N	2,195.10	4,390.20
		622-6523-203	AERO	Transponder Control Head (CTL 92)	1	P74N	2,538.00	2,538.00
		622-6522-007	AERO	ADF Control Head	1	P74N	2,294.54	2,294.54
		33776-44352-045	AERO	Mounting Plates	3	P74N	193.47	580.41
11028	Dual Mode S XPNDR -TDR 94							
		622-1270-001	AERO	TDR-90 Transponder RT	1	P60N	6,733.80	6,733.80
		622-5211-003	AERO	TDR-90 Tray	1	3STN	0.00	0.00
		622-6590-002	AERO	CAD 62 Adapter	1	P60N	705.00	705.00
		653-9015-001	AERO	CAD 62 Adapter Tray	1	P60N	0.00	0.00
		622-6523-203	AERO	Transponder Control Head	1	P74N	2,538.00	2,538.00
34081	Vertical Card for Standby Compass							
		MS17983-4	AERO	Standby Compass	1	P60N	668.25	668.26
36065	Wx AvoidancerSearch Radar - Primus 880							
		7021450-401	AERO	WU440 TRA	1	P74N	18,560.00	18,560.00
		7007700-104	AERO	Weather Radar Indicator	1	P74N	10,707.00	10,707.00
36120	HoneyWell Multi Function Radar Display (MFRD							
		7007700-104	AERO	Weather Radar Indicator	1	P74N	10,707.00	10,707.00
84051	C4 Environmental System							
		76500-07060-019	AERO	Heat Vent Install				
		SS49TA824-4D16V	AERO	Restrictor	1	P60N	0.00	0.00
		129580-2	AERO	Duct Tee	1	P60N	1,359.00	1,359.00
		129832-1	AERO	Sensor	1	P74N	7,670.00	7,670.00
		3166037-1	AERO	Tee Assy	1	P74N	0.00	0.00
		3166037-4	AERO	Tee	1	P74N	0.00	0.00
		3214102-2	AERO	Pressure Transducer	1	P74N	600.00	600.00
		33776-54210-041	AERO	Suppressor	1	3STN	10,407.23	10,407.23
		76306-07004-578	AERO	Tube Assy	1	P74N	0.00	0.00
		76306-07004-080	AERO	Tube	3	P74N	0.00	0.00
		76307-03006-047	AERO	Tube	1	P74N	66.64	66.64
		76307-03006-071	AERO	Tube	1	P74N	86.26	86.26
		76307-03006-072	AERO	Tube	1	P74N	68.55	68.66
		76450-01043-011	AERO	Panel Install				
		76450-01042-041	AERO	Panel Assy	1	P74N	1,919.38	1,919.38
		76500-07075-042	AERO	Adapter Assy	2	P74N	181.07	362.14
		76500-07201-103	AERO	Blower	1	P60N	6,167.00	6,167.00
		76500-07905-103	AERO	Suppressor	1	P74N	7,814.00	7,814.00
		76500-07060-019	AERO	Heat Vent Install				
		76306-07004-057	AERO	Tube Assy	1	P74N	42.63	42.63
		76306-07004-068	AERO	Tube Assy	1	P74N	57.31	57.31
		76307-03006-049	AERO	Tube Assy	1	P74N	70.63	70.63
		76307-03006-082	AERO	Tube Assy	1	P74N	51.82	51.82
		76307-03006-083	AERO	Tube Assy	1	P74N	76.67	76.67
		76307-03006-084	AERO	Tube Assy	1	P74N	63.40	63.40
		76500-07054-043	AERO	Duct Assy	1	P79N	0.00	0.00
		76500-07068-042	AERO	Adapter Assy	1	P74N	200.14	200.14
		76500-07900-104	AERO	Valve	1	P74N	5,613.00	5,613.00
		76500-07068-102	AERO	Adapter	1	P60N	890.00	890.00
		76212-03004-044	AERO	Heat Duct Assy	1	P74N	997.00	997.00
		76212-03004-043	SAC	Heat Plenum	1	P74N	0.00	0.00
		76212-01016-101	AERO	Cockpit Defrost Duct	1	P74N	0.00	0.00
		76212-03005-101	AERO	Cockpit Defrost Duct	1	P74N	0.00	0.00
		76212-03004-051	AERO	Duct Assy, Upper L/H	1	P74N	1,029.00	1,029.00
		76212-03004-042	SAC	Duct Assy	1	P74N	0.00	0.00
		76212-03004-041	SAC	Duct Assy	1	P74N	0.00	0.00
		76500-07512-042	SAC	Assy	1	P04N	0.00	0.00
		33776-64068-019	AERO	ICS Install				
		33776-64058-041	AERO	Switch Box Assy, LH	1	P64N	0.00	0.00
		33776-64626-011/-012	H.S.I.	NACA Door Vents (Removal)				
		1482-03	SAC/PSOR	LH NACA Duct Valve Assy	1	3WPN	0.00	0.00
		1482-04	SAC/PSOR	RH NACA Duct Valve Assy	1	3WPN	0.00	0.00
		76207-01136-101	AERO	Panel	4	P60N	PAPO	
		1613-01	AERO	Vent Panel Assy	1	3STN	PAPO	PAPO
		1613-02	AERO	Vent Panel Assy	1	3STN	PAPO	PAPO
		82405	AERO	Diffuser	4	3STN	120.95	483.00
85012	Gooseneck Map Lights (EX)							
		15-0007-127	AERO	Grimes Utility Lights	2	P74N	567.63	1,136.26
							Total	126,050

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Assignment of Warranties and Training and Manufacturer's Consent

This Assignment of Warranties and Training and Manufacturer's Consent (this "Assignment") is made and entered into as of the date last executed, by and between Air Ghislane, Inc. (the "Assignor"), and Five Star Holding Company LLC (the "Assignee"), and Sikorsky Aircraft Corporation (the "Manufacturer" or "Sikorsky").

WHEREAS, pursuant to the Sales Agreement No. S76TD6167 dated March 31, 2006, between Sikorsky and the Assignor (as amended, modified and supplemented from time to time) (the "Agreement"), the Assignor purchased a certain Sikorsky S76C++ helicopter bearing Manufacturer's Serial No. 760667 (the "Aircraft"). A copy of the Agreement and all amendments exercised to date are attached hereto as Exhibit A. Under the Agreement, Assignor has, among others, certain rights with respect to remainder of training and warranty related to the Aircraft. Assignor now wishes to assign to Assignee, and Assignee wishes to accept the assignment of the remainder of the Assignor's interest in the warranties and training under the Agreement (the "Warranties and Training").

WHEREAS, Sikorsky agrees to consent to the Assignment (as defined herein).

NOW THEREFORE, in consideration for the mutual covenants and agreements herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Assignor hereby assigns to the Assignee all of Assignor's remaining rights and interest in the Warranties and Training. The Assignee hereby accepts such assignment, assumes all of the duties and obligations of the Assignor in respect of the Warranties and Training, and agrees to be bound by the terms of the Agreement in respect of the Warranties and Training in every way as if Assignee had been party to the Agreement as the "Customer" or the "Buyer" as at the date it was executed.

2. For the avoidance of doubt, the Assignee agrees in exercising its rights under the Warranties and Training or in making any claim with respect to the Aircraft or other things delivered or to be delivered in connection therewith, it is bound by and will comply with all applicable terms, conditions, and limitations of the Agreement.

3. The Assignor authorizes the Assignee to exercise, to the exclusion of the Assignor, all rights and powers of the Assignor with respect to the Warranties and Training under the Agreement. With respect to the rights, powers, duties and obligations of the Assignor in respect of the Warranties and Training, all actions taken by the Assignee are final and binding on the Assignor.

4. The Assignor confirms for the benefit of Sikorsky and the Assignee that it owns and controls the rights it purports to assign herein.

5. The Assignor and the Assignee acknowledge and agree that Sikorsky's consent to the Assignment is only for the purpose of accommodating their separate business arrangement and that the parties do not intend to expand Sikorsky's risk or liability obligations further than already present under the terms of the Agreement. Nothing contained herein shall subject Sikorsky to any liability to which it would not otherwise be subject under the Agreement or modify or waive in any respect the contract rights of Sikorsky thereunder, or constitute Sikorsky's consent to any further assignment or any obligations or rights therein by the parties hereto.

6. The Assignee confirms for the benefit of Sikorsky that in exercising any rights of making any claims, including but not limited to those identified in this Assignment, the terms and conditions of the Agreement will apply and be binding on the Assignee, and Sikorsky shall have all the rights and defenses available to it in response to Assignee's exercise of such rights or making of such claims, to the same extent as if Assignee had been an original party thereto.

CWA			
DATE	11/14/08	PROGRAM	S76
PROPOSAL NO.	S76TD6167		
AUTHENTICATOR	E.Stc/Pns		

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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7. Notwithstanding anything to the contrary in this Assignment, the Assignee expressly agrees and acknowledges that save only as provided in the Agreement, no condition, warranty or representation is given by or on behalf of Sikorsky in respect of the Aircraft.

8. Without prejudice to any other method of service of notices and communications provided by law, every notice, request or demand or other communication under this Assignment shall:

(a) be in writing delivered personally or by first-class prepaid letter (airmail if available), facsimile transmission or email;

(b) be deemed to have been received, subject as otherwise provided in this Assignment, in the case of a facsimile, upon confirmation of safe receipt thereof, and in the case of a letter when delivered personally or five (5) days after it has been put in the post and in the case of an e-mail, when the sender receives a read receipt from the addressee: and

be sent:

to Assignor: Air Ghislaine, Inc.
c/o Darren K. Indyke, V P
457 Madison Avenue, 4th Floor
Fax:
Attentio [redacted]

to Assignee :Five Star Holding Company LLC
26500 Curtiss Wright Parkway
Highland Heights, Ohio 44143

Fax: 216-928-7340
Attention: Douglas Jacobs, Treasurer

to Sikorsky:

Sikorsky Aircraft Corporation
6900 Main Street
Stratford
Connecticut
06497-9129, USA

Attention: Vice President – Contracts and General Counsel
Fax: +1 (203) 386 6646.

8. This Assignment may be executed in any number of counterparts, and by each of the parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all of which shall constitute but one and the same instrument. Delivery of an executed counterpart of this Assignment by facsimile shall be equally as effective as delivery of a manually executed counterpart of this Assignment. Any party delivering an executed counterpart of this Assignment by facsimile also shall deliver a manually executed counterpart of this Assignment, but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability or binding effect of this Assignment.

9. THIS ASSIGNMENT AND THE LEGAL RELATIONS OF THE PARTIES HERETO SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CONNECTICUT. THE PARTIES HERETO HEREBY CONSENT AND SUBMIT TO THE JURISDICTION OF THE COURTS OF THE STATE OF CONNECTICUT AND THE FEDERAL DISTRICT COURT FOR THE STATE OF CONNECTICUT FOR THE PURPOSES OF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF THEIR RESPECTIVE OBLIGATIONS HEREUNDER, AND EXPRESSLY WAIVE ANY OBJECTIONS THAT THEY MAY HAVE TO THE

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
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EFTA02727935

VENUE OF SUCH COURTS. THE PARTIES HERETO HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION BROUGHT ON OR WITH RESPECT TO THIS ASSIGNMENT.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered as of the date first written above.

Air Ghislane, Inc.
By
Its Vice President
Dated 10/31/08

Five Star Holding Company LLC
By
Its Treasurer / CFO
Dated 10/30/08

Approved by:

Sikorsky Aircraft Corporation

By
Its PROGRAM MANAGER
Dated 10/31/08

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Sikorsky
A United Technologies Company

Sikorsky Aircraft Corporation
6900 Main Street • P.O. Box 9729
Stratford, Connecticut 06614-9129
PM-030810-001

March 8, 2010

Mr. Darren K. Indyke, Vice President
Shmitka Air, Inc.
c/o Darren K. Indyke, PLLC
301 East 66th Street, 10B
New York, New York 10065

Attention: Mr. Indyke

RE: Delivery of Sikorsky S-76C++ Helicopter Serial Number 760750 pursuant to Sales Agreement 76TD6167A dated December 17, 2007.

Dear Mr. Indyke:

This letter is to inform you that your S-76C++ helicopter will be ready for acceptance on or about March 8, 2010. The following closing documents are provided for your review and comment, if necessary, prior to that date:

1. **Sikorsky Invoice (RMS 156552C)** The attached "Request for Material Shipment" (RMS) is a company document that establishes the shipment to a customer of inventory at a defined value. This document shows a payment of **US$ 1,250,000.00** (at title completion on March 8, 2010) calculated as follows:

Helicopter Price (Total)	$11,680,000.00
Less Advance Payment	$2,330,000.00
at Green Delivery	$8,100,000.00
Balance (At Comp Serices)	$1,250,000.00

The payment should be made by wire transfer to Sikorsky's Account 57-56685 ABA No. 021-000021 SWIFT:CHASUS at JP Morgan Chase, New York, NY 10004. This invoice will be provided by Sikorsky at the closing, signed by Sikorsky in the designated places; and signed by your authorized representative.

2. **Helicopter Inspection and Acceptance Certificate** -- A copy is enclosed for your review. Typically, you or the designated representative who inspects the aircraft signs this document at the closing (at final acceptance).

3. **Authorized Representative Appointment Letter** - Should you plan to send a designated representative with your authorization to sign the above documents, please furnish us, in advance of delivery, with a delegation letter similar to the enclosed sample.

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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Thank you for your assistance, and please do not hesitate to call me at (203) 386-5558 if you have any questions.

Very truly yours,

Sikorsky Aircraft Corporation

Chris Shurkus

Christopher Shurkus
S76 Deputy Program Manager

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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EFTA02727938

Sikorsky Aircraft Corporation
6900 Main Street - P.O. Box 9729
Stratford, Connecticut 06615-9129
(203) 386-4000
Sales Agreement 76TD6167A dated December 17, 2007

RMS No. 156552C

SHIP TO:

Fly-away

SOLD TO:

Shmitka Air, Inc. (f/k/a Air Ghislaine, Inc.)
103 Foulk Rd.
Wilmington, DE #202
19803

INVOICE NO:
INVOICE DATE:

OUR ORDER NO.:
PA NO.:
DATE SHIPPED:
B/L NO.:

SHIPPED VIA: Flyaway from Sikorsky Aircraft Stratford
SHIPPED FROM: Sikorsky Aircraft Stratford, CT
F.O.B.: Sikorsky Aircraft, Stratford, CT USA
SHEET NO. 1 of 2

TERMS: PER CONTACT

ITEM	QUANTITY SHIPPED DOLLARS	PART NO.	DESCRIPTION	QUANTITY BILLED	UNIT BALANCE	AMOUNTS IN U.S.
1			Sikorsky S-76C++ Helicopter		AMOUNT:	US$ 11,680,000
					DEPOSIT AND ADVANCE PAID	(2,330,000)
			Sikorsky Model S-76C++ Helicopter, with Turbomeca Arriel 2S2 Engines. Aircraft Serial No. 760750			
			Registration No. N750A (N722JE) in accordance with Sikorsky Aircraft Detail Specification SES-760024 Revision 0 dated 9/94. The two Turbomeca Engines installed are serial nos. 42285 and 42286 along with additional equipment as described in Exhibit A to the Sales Agreement.		DUE at GREEN A/C TRANSFER	US$ 8,100,000
					DUE AT ACCEPTANCE OF COMPLETIONS SERVICES	US$ 1,250,000
					AMOUNT RECEIVED:	US$
					Signature	Date

Payment to Sikorsky's Account 57-56685 ABA No. 021-000021 SWIFT:CHASUS at JP Morgan Chase, New York, NY 10004

THANK YOU

THIS AIRCRAFT MATERIAL HAS BEEN INSPECTED TO SIKORSKY AIRCRAFT QUALITY CONTROLS STANDARDS AS APPROVED UNDER THE FEDERAL AVIATION ADMINISTRATION REQUIREMENTS FOR COMMERCIAL AIRCRAFT AND MIL Q-9858A FOR UNITED STATES MILITARY AIRCRAFT AND IS IN ACCORDANCE WITH APPLICABLE CONTRACTUAL REQUIREMENTS, ANY ITEMS HEREON WHICH APPEAR ON THE U.S. FEDERAL AVIATION ADMINISTRATION DRAWING LIST WERE MANUFACTURED UNDER FEDERAL AVIATION AGENCY PRODUCTION CERTIFICATE NO. 105.

SPECIAL MARKINGS
THIS COMMODITY LICENSED

APPROVED - INSPECTOR

FOR ULTIMATE DESTINATION
NET WT

DIVERSION CONTRARY TO U.S. LAW IS PROHIBITED

BOX NO.	CONTAINER	LENGTH	WIDTH	HEIGHT	CUBIC	GROSS WT

RFS ORIGINATOR M. Loschiavo – S27368 DEPT 8325W EXT. 64536 M/S S358A

SDNY_GM_00005483

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Sikorsky Aircraft Corporation
6900 Main Street - P.O. Box 9729
Stratford, Connecticut 06615-9129
(203) 386-4000

RMS No. 156552C

Sales Agreement 76TD6167A dated December 17, 2007

SHIPPED TO:
Fly-Away

INVOICE NO.:
INVOICE DATE:

OUR ORDER NO.:

SHEET NO. 2 of 2

ITEM	QUANTITY SHIPPED	PART NO.	DESCRIPTION	QUANTITY BILLED	UNIT BALANCE	AMOUNTS IN U.S. DOLLARS
		CERTIFICATION: INVOICE AND ORIGIN CERTIFICATION: "We certify that this invoice is, in all respects, correct and true, both as regards to the price and to the description of the goods referred to therein, and that the countries of origin or manufacture of the goods are the United States of America a.."				
		GREEN AIRCRAFT ACCEPTANCES: BY SIKORSKY QUALITY ASSURANCE:				
		SUPERVISOR BY CUSTOMER: SIKORSKY AIRCRAFT HELICOPTER MODEL S-76C (with Arriel 2S2 engines (commonly referred to as S76C++) , SERIAL NO. 760750 Registration Number N750A (N722JE) AS DEFINED ABOVE, IS HEREBY ACCEPTED AT Sikorsky Aircraft Stratford, CT USA NAME: _____ TITLE: _____ DATE: _____				

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262173

EFTA02727940

CERTIFICATE OF HELICOPTER ACCEPTANCE

Pursuant to the S-76C++ New Helicopter Sales Agreement 76TD6167A dated December 17, 2007, as **amended, between Sikorsky Aircraft Corporation and Air Ghislaine, Inc. (now known as Shmitka Air, Inc.)**

Completion Acceptance – Lawrence P. Visoski, for and on behalf of Shmitka Air, Inc. hereby accepts delivery and title of the helicopter described below on the ____ day of March 2010 at _____ __m. hours local time.

Aircraft Description -

Sikorsky S-76C with Arriel 2S2 Engines (commonly referred to as S76C++)
Serial Number 760750
Registration Number N750A (N722JE)
Turbomeca Engine Numbers 42285 and 42286

IN WITNESS WHEREOF, Shmitka Air, Inc., (f/k/a Air Ghislaine, Inc.), has caused this certificate to be executed this ____ day of March, 2010.

SHMITKA AIR, INC.

Signature:_____

Name: _____

Title: _____

SDNY_GM_00005435

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

SHMITKA AIR, INC.
Authorized Representative
Designation

Shmitka Air, Inc., formerly known as Air Ghislaine, Inc., hereby designates Lawrence P. Visoski as its authorized representative for the purpose of accepting delivery and title to the helicopter described below in respect of the completion aircraft delivery in accordance with the S-76 New Helicopter Sales Agreement Number S76TD6167A dated December 17, 2007, as amended, regarding the helicopter described below with Sikorsky Aircraft Corporation and to take all necessary actions and execute all necessary documents pertaining thereto:

Sikorsky S-76C with Ariel 2S2 Engines (Commonly referred to as S76C++)
Serial Number 760750
Registration Number N750A (N722JE)
Turbomeca Engine Numbers 42285 and 42286

IN WITNESS WHEREOF, Shmitka Air, Inc. has caused this designation to be executed this_____day of March 2010.

Shmitka Air, Inc.

By:_____

Name: _____

Title: _____

SDNY_GM_00005436

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Sikorsky Aircraft Corporation
6900 Main Street • P. O. Box 9729
Stratford, Connecticut 06615-9129
(203) 386-4000

Sikorsky
A United Technologies Company

PM-020107-001

2/1/07

Mr. Michael R. Suldo
Air Logistics, LLC.
224 Rue de Jean
Lafayette, LA 70508

Attention: Mr. Michael R. Suldo

RE: Delivery of Sikorsky S-76C++ Helicopter Serial Number 760656 pursuant to Sales Agreement S76TD02065 dated December 23, 2002 through Amendment 15

Dear Mike:

This letter is to inform you that your next S-76C++ helicopter will be ready for acceptance and title transfer on or about February 14, 2007. The following closing documents are provided for your review and comment, if necessary, prior to that date:

1. **Sikorsky Invoice (RMS)** The attached "Request for Material Shipment" is a company document that establishes the shipment to a customer of inventory at a defined value. This document shows an acceptance payment of **US$ 4,688,491.00** calculated as follows:

Helicopter Price Including Amendments	$7,318,062.00
Advance Payment	$ 713,188.00
Acceptance Payment	**$4,688,491.00**
Completion Payment	$1,916,383.00

The acceptance payment should be made by wire transfer to Sikorsky's Account 57-56685 ABA No. 071-000013 SWIFT:CHAS at JP Morgan Chase, 1 Chase Tower, Chicago, Illinois 60670. Please sign on page 2 of the RMS.

2. **Certificate of Helicopter Acceptance** -- A copy is enclosed for your review and signature.

3. **CT State Sales Tax Exemption Form** – copy is enclosed for your review, signature and **notarization**. Please forward the original to me.

SDNY_GM_00003437

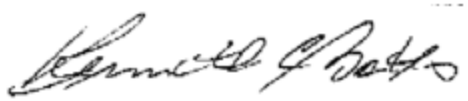
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Please sign the documents (BUT DO NOT DATE) as you have in the past and then fax them to me at Sikorsky (860-998-7426).

Thank you for your assistance, and please do not hesitate to call me at (203) 386-7387 if you have any questions.

Very truly yours,

SIKORSKY AIRCRAFT CORPORATION.



Kenneth C. Bates
S76 Program Manager

SDNY_GM_00005438

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262177

EFTA02727944

Sikorsky Aircraft Corporation
6900 Main Street - P.O. Box 9729
Stratford, Connecticut 06615-9129
(203) 386-4000

RMS No. 15644

Sales Agreement #76TD02065 DATED December 23, 2002
Amendment 15

SHIP TO:

Air Logistics, LLC.
224 Rue de Jean
Lafayette, LA 70508

SOLD TO:

Air Logistics, LLC.
224 Rue de Jean
Lafayette, LA 70508

INVOICE NO.:
INVOICE DATE:

OUR ORDER NO.:
PA NO.:
DATE SHIPPED:
B/L NO.:

SHIPPED VIA: Flyaway from Sikorsky Aircraft Stratford
SHIPPED FROM: Sikorsky Aircraft Stratford, CT
F.O.B.: Sikorsky Aircraft, Stratford, CT USA
SHEET NO. 1 of 2
TERMS: PER CONTACT

ITEM	QUANTITY SHIPPED DOLLARS	PART NO.	DESCRIPTION	QUANTITY BILLED	UNIT BALANCE	AMOUNTS IN U.S.
1			Sikorsky S-76C++ Helicopter		AMOUNT:	US$ 7,318,062
			Sikorsky Model S-76C++ Helicopter, with Turbomeca Arriel 2S2 Engines. Aircraft Serial No. 760656		ADVANCE PAID	US$ (713,188)
			Registration No Nxxxxx in accordance with Sikorsky Aircraft Detail Specification SES-760024 Revision 0 dated 9/94. The two Turbomeca Engines installed are serial nos. 420xx and 420xx along with additional equipment as described in Exhibit A to the Sales Agreement.		AMOUNT DUE ON ACCEPTANCE	US$ **4,688,491**
					BALANCE DUE FOR COMPLETION	US$ 1,916,383
					AMOUNT RECEIVED:	US$
				Signature		Date

Payment may be remitted by wire transfer to JP Morgan Chase, 1 Chase Tower, Chicago, Illinois 60670, Account #57-56685, ABA No. 071-000013.

THANK YOU

THIS AIRCRAFT MATERIAL HAS BEEN INSPECTED TO SIKORSKY AIRCRAFT QUALITY CONTROLS STANDRADS AS APPROVED UNDER THE FEDERAL AVIATION ADMINISTRATION REQUIREMENTS FOR COMMERCIAL AIRCRAFT AND MIL Q-9858A FOR UNITED STATES MILITARY AIRCRAFT AND IS IN ACCORDANCE WITH APPLICABLE CONTRACTUAL REQUIREMENTS, ANY ITEMS HEREON WHICH APPEAR ON THE U.S. FEDERAL AVIATION ADMINISTRATION DRAWING LIST WERE MANUFACTURED UNDER FEDERAL AVIATION AGENCY PRODUCTION CERTIFICATE NO. 105.

SPECIAL MARKINGS
THIS COMMODITY LICENSED

APPROVED - INSPECTOR

FOR ULTIMATE DESTINATION
NET WT

DIVERSION CONTRARY TO U.S. LAW IS PROHIBITED

BOX NO.	CONTAINER	LENGTH	WIDTH	HEIGHT	CUBIC	GROSS WT

RFS ORIGINATOR K. Bates – S29186 DEPT 8326W EXT. 67387 M/S S358A

Sikorsky Aircraft Corporation
6900 Main Street - P.O. Box 9729

RMS No. 15644

SDNY_GM_00003438

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Stratford, Connecticut 06615-9129
(203) 386-4000

Sales Agreement #76TD02065 DATED December 23, 2002

SHIPPED TO:

Air Logistics, LLC.
224 Rue de Jean
Lafayette, LA 70508

INVOICE NO.:
INVOICE DATE:

OUR ORDER NO.:

ITEM	QUANTITY SHIPPED	PART NO.	DESCRIPTION	QUANTITY BILLED	UNIT BALANCE	AMOUNTS IN U.S. DOLLARS
		CERTIFICATION: INVOICE AND ORIGIN CERTIFICATION: "We certify that this invoice is, in all respects, correct and true, both as regards to the price and to the description of the goods referred to therein, and that the countries of origin or manufacture of the goods are the United States of America and Canada."				
		ACCEPTANCES: BY SIKORSKY QUALITY ASSURANCE:				
		SUPERVISOR BY CUSTOMER: SIKORSKY AIRCRAFT HELICOPTER MODEL S-76C++, SERIAL NO. 760656, REGISTRATION Nxxxxx AS DEFINED ABOVE, IS HEREBY ACCEPTED AT Sikorsky Aircraft Stratford, CT USA NAME: Michael R. Suldo TITLE: President DATE:				

SDNY_GM_00030459

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Certificate of Helicopter Acceptance

Pursuant to the S-76 New Helicopter Sales Agreement Number 76TD02065, dated 23-Dec-02, between Sikorsky Aircraft Corporation and Offshore Logistics, Inc.;

Acceptance – Michael R. Suldo hereby accepts delivery and title of the helicopter described below in accordance with the requirements of the above referenced Agreement on the ____ day of _____ 2006 at _____ __m. hours local time.

Aircraft Description –

Sikorsky S-76C with Turbomeca Arriel 2S2 engines (commonly called S-76C++)
Serial Number 760656
Registration Number Nxxxxx
Engine Numbers 420xx and 420xx

IN WITNESS WHEREOF, Air Logistics, LLC. has caused this Certificate to be executed this ____ day of _____ 2007.

Air Logistics, LLC.

Signature:_____

Name: Michael R. Suldo

Title: President

SDNY_GM_00003480

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262180

EFTA02727947

AFFIDAVIT SUT-16a-3

STATE OF CONNECTICUT
DEPARTMENT OF REVENUE SERVICES

EXEMPTION CERTIFICATE
AIRPLANE MANUFACTURED BY AND PURCHASED FROM A CONNECTICUT AIRPLANE MANUFACTURER WITHIN THE STATE OF CONNECTICUT FOR USE EXCLUSIVELY WITHOUT THE STATE OF CONNECTICUT

This form shall be filed with the sales and use tax return of the retailer for the period during which the exemption is claimed. The retailer shall retain a copy with its records.

RETAILER INFORMATION

Name of Manufacturer: SIKORSKY AIRCRAFT CORPORATION **Tax Registration Number:** 0567214-003

Address: 6900 MAIN STREET, P.O. BOX 9729 **MAILSTOP**: S427A **PHONE**. (203) 386 3864

Date Of Sale _____.

PURCHASER INFORMATION

Name of Purchaser: Air Logistics, LLC. 224 Rue de Jean, Lafayette, LA 70508

AIRPLANE IDENTIFICATION DATA

Make: Sikorsky Aircraft Corporation **Model:** S76C-2 (S76C++) **Year**: 2007

Manufacturer Serial Number: 760656 FAA Registration Number: **Nxxxxx Sales Price : $7,213,062.00**

AFFIDAVIT OF PURCHASER

I HEREBY CERTIFY UNDER PENALTY OF FALSE STATEMENT that the above-captioned airplane was manufactured by and purchased from the above mentioned airplane manufacturer for use exclusively without the State of Connecticut. I am not a resident of the State of Connecticut. I am a resident of the State of Louisiana. The airplane was purchased for use principally in the State of Louisiana. The airplane was not purchased for use in the State of Connecticut.

FOR THE PURCHASER:_____ President
(Signature) (Title)

Sworn to and subscribed before me this _____day of _____2007

Notary Public; My commission expires the _____day of _____ 200_.

AFFIDAVIT OF RETAILER

I HEREBY CERTIFY UNDER PENALTY OF FALSE STATEMENT that I have examined this certificate and, to the best of my knowledge and belief, the information contained herein is true, accurate and complete.

FOR THE RETAILER: _____ _____
(Signature) (Title)

Sworn to and subscribed before me this _____day of _____ 2007

Notary Public; My commission expires the _____day of _____ 200_.

SDNY_GM_00005452

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262181

EFTA02727948

Sikorsky
A United Technologies Company

Sikorsky Aircraft Corporation
6900 Main Street • P.O. Box 9729
Stratford, Connecticut 06614-9129
PM-121407-001

December 31, 2007

Mr. Darren K. Indyke
Air Ghislaine, Inc.
The Villard House
457 Madison Avenue
New York, NY 10022

Attention: Mr. Darren K. Indyke

RE: Delivery of Sikorsky S-76C++ Helicopters Serial Number 760667 pursuant to Sales Agreement S76TD6167 dated March 31, 2006.

Dear Mr. Indyke:

Your new S-76C++ helicopter is nearing completion of flight acceptance by Keystone Helicopter. The aircraft will be ready on or about Monday, January 7, 2008 for title transfer. The following closing documents are provided for your review and signature prior to that day:

1. **Sikorsky Invoice (RMS 156456C)** attached "Request for Material Shipment" (RMS) is a company document that establishes the shipment to a customer of inventory at a defined value. This document shows a payment of US $952,825.00 for this aircraft calculated as follows:

Helicopter Price	$10,365,650.00
Less Advance Payment	($2,060,000.00)
Less Interim Payment	($7,352,825.00)
Total Due (at completion services)	**$952,825.00**

The final payment should be made by wire transfer to Sikorsky's Account 57-56685 ABA No. 021-000021 SWIFT: CHASUS33 at JP Morgan Chase, 1 Chase Tower, Chicago, Illinois 60670. This invoice will be provided by Sikorsky at the closing, signed by Sikorsky in the designated places; and signed by your authorized representative.

SDNY_GM_00263483

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262182

EFTA02727949

2. **Helicopter Inspection and Acceptance Certificate** -- A copy is enclosed for your review. Typically, you or the designated representative accepts the aircraft signs this document prior to the closing.

3. **Authorized Representative Appointment Letter** - Should you plan to have a designated representative with your authorization sign the above documents, please furnish us, with a delegation letter similar to the enclosed sample.

Thank you for your assistance, and please do not hesitate to call me at (203) 386-5558 if you have any questions.

Very truly yours,

Sikorsky Aircraft Corporation

Christopher R. Shurkus
S76 Program Manager

SDNY_GM_00005484

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262183

EFTA02727950

Sikorsky Aircraft Corporation
6900 Main Street - P.O. Box 9729
Stratford, Connecticut 06615-9129
(203) 386-4000
Sales Agreement S76TD6167 dated March 31, 2006 as amended

RMS No. 156456C

SHIP TO:
Fly-away

SOLD TO:
Air Ghislaine, Inc.
The Villard House
457 Madison Avenue
New York, NY 10022

INVOICE NO.:
INVOICE DATE:
OUR ORDER NO.:
PA NO.:
DATE SHIPPED:
B/L NO.:
SHIPPED VIA: Flyaway from Keystone Helicopter, PA
SHIPPED FROM: Keystone Helicopter, Coatesville, PA
F.O.B.: Keystone Helicopter, Coatesville, PA USA
SHEET NO. 1 of 2

TERMS: PER CONTACT

ITEM	QUANTITY SHIPPED DOLLARS	PART NO.	DESCRIPTION	QUANTITY BILLED	UNIT BALANCE	AMOUNTS IN U.S.
1			Sikorsky S-76C++ Helicopter		AMOUNT:	US$ 10,365,650
					DEPOSIT PAID ADVANCE PAID	(2,060,000) (7,352,825)
			Sikorsky Model S-76C++ Helicopter, with Turbomeca Arriel 2S2 Engines. Aircraft Serial No. 760667 - Registration No. N908GM in accordance with Sikorsky Aircraft Detail Specification SES-760024 Revision 0 dated 9/94. The two Turbomeca Engines installed are serial numbers 42117 and 42118 along with additional equipment as described in Exhibit A to the Sales Agreement.		Completion Services	US$ **952,825**
					Credit	US$ **(75,000)**
					Withhold	US$ **(100,000)**
					Subject to Deposit reconciliation	US$ **(100,000)**
					Total Due	US$ **677,825**
				AMOUNT RECEIVED:		
				Signature		Date

Payment may be remitted by wire transfer to JP Morgan Chase, 1 Chase Tower
Chicago, Illinois 60670 Account #57-56685, ABA No. 021-000021 SWIFT:CHASUS33.

THANK YOU

THIS AIRCRAFT MATERIAL HAS BEEN INSPECTED TO SIKORSKY AIRCRAFT QUALITY CONTROLS STANDARDS AS APPROVED UNDER THE FEDERAL AVIATION ADMINISTRATION REQUIREMENTS FOR COMMERCIAL AIRCRAFT AND MIL Q-9858A FOR UNITED STATES MILITARY AIRCRAFT AND IS IN ACCORDANCE WITH APPLICABLE CONTRACTUAL REQUIREMENTS, ANY ITEMS HEREON WHICH APPEAR ON THE U.S. FEDERAL AVIATION ADMINISTRATION DRAWING LIST WERE MANUFACTURED UNDER FEDERAL AVIATION AGENCY PRODUCTION CERTIFICATE NO. 105.

SPECIAL MARKINGS
THIS COMMODITY LICENSED

APPROVED - INSPECTOR

FOR ULTIMATE DESTINATION
NET WT

DIVERSION CONTRARY TO U.S. LAW IS PROHIBITED

BOX NO.	CONTAINER	LENGTH	WIDTH	HEIGHT	CUBIC	GROSS WT

RFS ORIGINATOR C. Shurkus – S33030 DEPT 8326W EXT. 65558 M/S S358A

SDNY_GM_00005455

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Sikorsky Aircraft Corporation
6900 Main Street - P.O. Box 9729
Stratford, Connecticut 06615-9129
(203) 386-4000

RMS No. 156456C

Sales Agreement #76TD03033A, dated, June 23, 2003 as amended

SHIPPED TO:
Fly-away

INVOICE NO.:
INVOICE DATE:

OUR ORDER NO.:

SHEET NO. 2 of 2

ITEM	QUANTITY SHIPPED	PART NO.	DESCRIPTION	QUANTITY BILLED	UNIT BALANCE	AMOUNTS IN U.S. DOLLARS
		CERTIFICATION: INVOICE AND ORIGIN CERTIFICATION: "We certify that this invoice is, in all respects, correct and true, both as regards to the price and to the description of the goods referred to therein, and that the countries of origin or manufacture of the goods are the United States of America and Canada."				
		ACCEPTANCES: BY SIKORSKY QUALITY ASSURANCE:				
		SUPERVISOR BY CUSTOMER: SIKORSKY AIRCRAFT HELICOPTER MODEL S-76C++, SERIAL NO. 760667, REGISTRATION N908GM AS DEFINED ABOVE, IS HEREBY ACCEPTED AT Sikorsky Aircraft Stratford, CT USA NAME: _____ TITLE: _____ DATE: _____				

SDNY_GM_00005456

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Helicopter
Inspection and Acceptance
Certificate

Pursuant to the S-76 New Helicopter Sales Agreement Number S76TD6167 dated March 31, 2006, between Sikorsky Aircraft Corporation and Air Ghislaine, Inc.; and subject to the provisions found in the attached email from Chris Shurkus to Larry Visoski and Lance Calloway dated December 30, 2007;

Inspection – _____, on behalf of Air Ghislaine, Inc., hereby acknowledges that he has thoroughly inspected the helicopter described below and has found it to be acceptable and in accordance with the requirements of the above referenced Agreement;

and

Acceptance - _____, on behalf of Air Ghislaine, Inc., hereby accepts delivery and title of the helicopter described below on the ____ day of _____2007 at _____ __m. hours local time.

Aircraft Description -

Sikorsky S-76C with Ariel 2S2 Engines (Commonly referred to as S76C++)
Serial Number 760667
Registration Number N908GM
Turbomeca Engine Numbers 42117 and 42118

IN WITNESS WHEREOF, Air Ghislaine, Inc. has caused this certificate to be executed

this ____ day of _____ 2007.

Air Ghislaine, Inc.

By: _____

Name: _____

Title: _____

SDNY_GM_00005487

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

(On your Company Letterhead)

Authorized Representative
Designation

Air Ghislaine, Inc. hereby designates _____ as its authorized representative for the purpose of accepting delivery and title to the helicopters described below in respect of the completion aircraft delivery in accordance with the S-76 New Helicopter Sales Agreement Number S76TD6167 dated March 31, 2006, as amended, assigned and novated to Air Ghislaine, Inc. regarding the helicopter described below with Sikorsky Aircraft Corporation and to take all necessary actions and execute all necessary documents pertaining thereto:

Sikorsky S-76C with Ariel 2S2 Engines (Commonly referred to as S76C++)
Serial Number 760667
Registration Number N908GM
Turbomeca Engine Numbers 42117 and 42118

IN WITNESS WHEREOF, Air Ghislaine, Inc.has caused this designation to be executed this_____day of December 2007.

Air Ghislaine, Inc.

By:_____

Name: _____

Title: _____

SDNY_GM_00005488

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262187

EFTA02727954

Sikorsky
A United Technologies Company

Sikorsky Aircraft Corporation
6900 Main Street • P.O. Box 9729
Stratford, Connecticut 06614-9129
PM-061907-001

June 12, 2007

Mr. Darren K. Indyke
The Villard House
457 Madison Ave.
New York, NY
10022

Attention: Mr. Indyke

RE: Delivery of Sikorsky S-76C++ Helicopter Serial Number 760667 pursuant to Sales Agreement 76TD6167 dated April 13, 2006.

Dear Mr. Indyke:

As you are aware, Sikorsky Aircraft is working hard to complete and title transfer you're your new S-76C++ helicopter in June, 2007. In preparation for that transfer of ownership the following closing documents are provided for your review and comment prior to that date.

1. **Sikorsky Invoice (RMS 156456)** The attached "Request for Material Shipment" (RMS) is a company document that establishes the shipment to a customer of inventory at a defined value. This document shows a payment of **US$ 7,352,825.00** (at title transfer on June___, 2007) calculated as follows:

Helicopter Price (Total)	$10,365,650.00
Less Advance Payment	$2,060,000.00
Total Due (at Green Delivery)	**$7,352,825.00**
Balance (At Comp Serices)	$ 952,825.00

The final payment should be made by wire transfer to Sikorsky's Account 57-56685 ABA No. 071-000013 SWIFT:CHASUS33 at JP Morgan Chase, 1 Chase Tower, Chicago, Illinois 60670. This invoice will be provided by Sikorsky at the closing, signed by Sikorsky in the designated places; and signed by your authorized representative.

2. **Bill of Sale (FAA form 8050-2)** - Original not part of this package. This form has been signed and sent to our agent, Crowe & Dunlevy in Oklahoma City. Upon final acceptance, our agent will make the filing with the FAA to show ownership transfer.

3. **Aircraft Registration Application (FAA form 8050-1)** – Not part of this package. Please send the original back to my office in advance of the acceptance. This form along with the Bill of Sale is required for aircraft registration.

SDNY_GM_00005498
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

4. **Helicopter Inspection and Acceptance Certificate** -- A copy is enclosed for your review. Typically, you or the designated representative who inspects the aircraft signs this document at the closing (at final acceptance).

5. **Authorized Representative Appointment Letter** - Should you plan to send a designated representative with your authorization to sign the above documents, please furnish us, in advance of delivery, with a delegation letter similar to the enclosed sample.

6. **Affidavit SUT-16a-3-** State of Connecticut, Department of Revenue Services Exemption Certificate. A copy is enclosed for your review. If required, we will sign and have notarized at or shortly after transfer of the aircraft.

7. **Keystone Authorization (Customer)** – This signed and notarized letter is required for Keystone to act on your behalf after aircraft title transfer. Used the attached as a sample for creating this authorization

Thank you for your assistance, and please do not hesitate to call me at (203) 386-5558 if you have any questions.

Very truly yours,

Sikorsky Aircraft Corporation

Christopher Shurkus
S76 Deputy Program Manager

SDNY_GM_00005489

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262189

EFTA02727956

Sikorsky Aircraft Corporation
6900 Main Street - P.O. Box 9729
Stratford, Connecticut 06615-9129
(203) 386-4000
Sales Agreement 76TD6167 dated April 13, 2006

RMS No. 156456

SHIP TO:

Fly-away

SOLD TO:

Air Ghislaine, Inc.
103 Foulk Rd.
Wilmington, DE #202
19803

INVOICE NO:
INVOICE DATE:

OUR ORDER NO.:
PA NO.:
DATE SHIPPED:
B/L NO.:

SHIPPED VIA: Flyaway from Sikorsky Aircraft Stratford
SHIPPED FROM: Sikorsky Aircraft Stratford, CT
F.O.B.: Sikorsky Aircraft, Stratford, CT USA
SHEET NO. 1 of 2

TERMS: PER CONTACT

ITEM	QUANTITY SHIPPED DOLLARS	PART NO.	DESCRIPTION	QUANTITY BILLED	UNIT BALANCE	AMOUNTS IN U.S.
1			Sikorsky S-76C++ Helicopter		AMOUNT:	US$ 10,365,650
					DEPOSIT AND ADVANCE PAID	(2,060,000)
			Sikorsky Model S-76C++ Helicopter, with Turbomeca Arriel 2S2 Engines. Aircraft Serial No. 760667			
			Registration No. N908GM in accordance with Sikorsky Aircraft Detail Specification SES-760024 Revision 0 dated 9/94. The two Turbomeca Engines installed are serial nos. 42117 and 42118 along with additional equipment as described in Exhibit A to the Sales Agreement.		**DUE at GREEN A/C TRANSFER**	US$ **7,352,825**
					DUE AT ACCEPTANCE OF COMPLETIONS SERVICES	US$ 952,825
					AMOUNT RECEIVED:	US$
					Signature	Date

Payment may be remitted by wire transfer to JP Morgan Chase, N.A., Chicago, Illinois.
Account #57-56685 ABA No. 071-000013.

THANK YOU

THIS AIRCRAFT MATERIAL HAS BEEN INSPECTED TO SIKORSKY AIRCRAFT QUALITY CONTROLS STANDARDS AS APPROVED UNDER THE FEDERAL AVIATION ADMINISTRATION REQUIREMENTS FOR COMMERCIAL AIRCRAFT AND MIL Q-9858A FOR UNITED STATES MILITARY AIRCRAFT AND IS IN ACCORDANCE WITH APPLICABLE CONTRACTUAL REQUIREMENTS, ANY ITEMS HEREON WHICH APPEAR ON THE U.S. FEDERAL AVIATION ADMINISTRATION DRAWING LIST WERE MANUFACTURED UNDER FEDERAL AVIATION AGENCY PRODUCTION CERTIFICATE NO. 105.

SPECIAL MARKINGS
THIS COMMODITY LICENSED

APPROVED - INSPECTOR

FOR ULTIMATE DESTINATION
NET WT

DIVERSION CONTRARY TO U.S. LAW IS PROHIBITED

BOX NO.	CONTAINER	LENGTH	WIDTH	HEIGHT	CUBIC	GROSS WT

RFS ORIGINATOR M. Loschiavo – S27368 DEPT 8325W EXT. 64536 M/S S358A

Sikorsky Aircraft Corporation

RMS No. 156456

SDNY_GM_00003460

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262190

EFTA02727957

6900 Main Street - P.O. Box 9729
Stratford, Connecticut 06615-9129
(203) 386-4000

Sales Agreement 76TD6167 dated April 13, 2006

SHIPPED TO:
Fly-Away

INVOICE NO.:
INVOICE DATE:

OUR ORDER NO.:

SHEET NO. 2 of 2

ITEM	QUANTITY SHIPPED	PART NO.	DESCRIPTION	QUANTITY BILLED	UNIT BALANCE	AMOUNTS IN U.S. DOLLARS
		CERTIFICATION: INVOICE AND ORIGIN CERTIFICATION: "We certify that this invoice is, in all respects, correct and true, both as regards to the price and to the description of the goods referred to therein, and that the countries of origin or manufacture of the goods are the United States of America and Canada." GREEN AIRCRAFT ACCEPTANCES: BY SIKORSKY QUALITY ASSURANCE: SUPERVISOR BY CUSTOMER: SIKORSKY AIRCRAFT HELICOPTER MODEL S-76C (with Arriel 2S2 engines (commonly referred to as S76C++) , SERIAL NO. 760667 Registration Number N908GM AS DEFINED ABOVE, IS HEREBY ACCEPTED AT Sikorsky Aircraft Stratford, CT USA NAME: _____ TITLE: _____ DATE: _____				

SDNY_GM_00003462

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

AC Form 8050-2 (9/92) (NSN 0052-00-629-0003) Supersedes Previous Edition

FORM APPROVED
OMB NO. 2120-0042

UNITED STATES OF AMERICA
U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF $ 1&OVC THE UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:

UNITED STATES REGISTRATION NUMBER N908GM

AIRCRAFT MANUFACTURER & MODEL Sikorsky Aircraft S-76C-2

AIRCRAFT SERIAL No. 760667

DOES THIS DAY OF 2007 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:

Do Not Write In This Block
FOR FAA USE ONLY

PURCHASER

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

Air Ghislane, Inc.
103 Foulk Road
Wilmington, DE 19803
#202

DEALER CERTIFICATE NUMBER

AND TO its successors [redacted] AND ASSIGNS TO HAVE AND TO HOLD SINGULARLY THE SAID AIRCRAFT FOREVER, AND WARRANTS THE TITLE THEREOF.

IN TESTIMONY WHEREOF I HAVE SET MY HAND AND SEAL THIS DAY OF 2007

SELLER

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP ALL MUST SIGN)	TITLE (TYPED OR PRINTED)
Sikorsky Aircraft Corporation	Michael Loschiavo	S-76 Program Manager

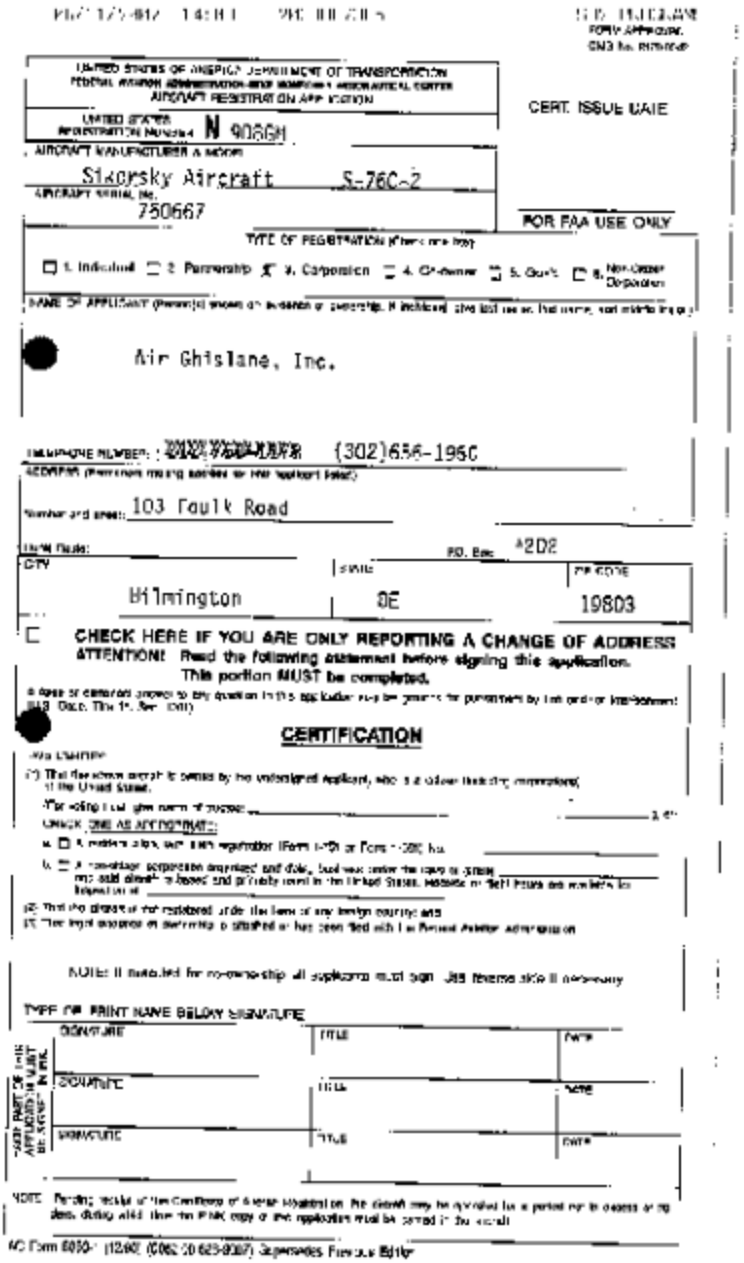
ACKNOWLEDGMENT (NOT REQUIRED FOR PURPOSES OF FAA RECORDING. HOWEVER, MAY BE REQUIRED BY LOCAL LAW FOR VALIDITY OF THE INSTRUMENT.)

ORIGINAL: TO FAA

AC Form 8050-2 (9/92) (NSN 0052-00-629-0003) Supersedes Previous Edition

SDNY_GM_00005463

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17



UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION MIKE MONRONEY AERONAUTICAL CENTER
AIRCRAFT REGISTRATION APPLICATION

CERT. ISSUE DATE

UNITED STATES REGISTRATION NUMBER: N 906GH

AIRCRAFT MANUFACTURER & MODEL: Sikorsky Aircraft S-76C-2

AIRCRAFT SERIAL NO.: 760667

FOR FAA USE ONLY

TYPE OF REGISTRATION (Check one box)

☐ 1. Individual ☐ 2. Partnership ☒ 3. Corporation ☐ 4. Co-owner ☐ 5. Gov't ☐ 6. Non-Citizen Corporation

NAME OF APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.)

Air Ghislaine, Inc.

TELEPHONE NUMBER: [redacted] (302)656-1960

ADDRESS (Permanent mailing address for this applicant (Use)

Number and street: 103 Foulk Road

Apt. No.: P.O. Box: #202

CITY: Wilmington STATE: DE ZIP CODE: 19803

☐ CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS

ATTENTION! Read the following statement before signing this application. This portion MUST be completed.

A false or dishonest answer to any question in this application may be grounds for punishment by fine and/or imprisonment (18 U.S.C. 1001, and/or revocation of any certificate issued under the Act (49 U.S.C. 44703).

CERTIFICATION

I/We CERTIFY:

(1) That the above aircraft is owned by the undersigned applicant, who is a citizen (including corporations) of the United States.

The voting trustee is (give name of trustee): _____

UNDER ONE AS APPROPRIATE:

a. ☐ A natural person (Not a U.S. registration (Form 1-57) or Form 1-58) for _____

b. ☒ A corporation organized and doing business under the laws of (State) _____ and said aircraft is based and primarily used in the United States. Documents evidencing U.S. citizenship are attached to this Application as _____

(2) That the aircraft is not registered under the laws of any foreign country; and

(3) That this Application for Aircraft Registration is attached or has been filed with the Federal Aviation Administration.

NOTE: If marked for co-ownership all applicants must sign. Use reverse side if necessary.

TYPE OR PRINT NAME BELOW SIGNATURE

SIGNATURE _____ TITLE _____ DATE _____

SIGNATURE _____ TITLE _____ DATE _____

SIGNATURE _____ TITLE _____ DATE _____

KEEP COPY OF THIS APPLICATION IN AIRCRAFT AT ALL TIMES

NOTE: Penalty: Section 37.12(a) of the Certificate of Aircraft Registration (the aircraft may be operated for a period not to exceed 90 days during which time the original copy of this application must be carried in the aircraft.

AC Form 8050-1 (12/00) (OMB 2120-0042) Supersedes Previous Edition

SDNY_GM_00003464

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262193

EFTA02727960

Helicopter Acceptance Certificate

Pursuant to the S-76C++ New Helicopter Sales Agreement 76TD6167 dated March 31, 2006, as amended, between Sikorsky Aircraft Corporation and Air Ghislaine, Inc.

Green Delivery Acceptance – _____ hereby accepts delivery and title of the helicopter described below on the ____ day of June 2007 at _____ __m. hours local time.

Aircraft Description -

Sikorsky S-76C with Arriel 2S2 Engines (commonly referred to as S76C++)
Serial Number 760667
Registration Number N908GM
Turbomeca Engine Numbers 42117 and 42118

IN WITNESS WHEREOF, Air Ghislaine, Inc., has caused this certificate to be executed this ____ day of June, 2007.

Air Ghislaine, Inc

Signature:_____

Name: _____

Title: _____

SDNY_GM_00005465
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

AFFIDAVIT SUT-16a-3

STATE OF CONNECTICUT
DEPARTMENT OF REVENUE SERVICES

EXEMPTION CERTIFICATE
AIRPLANE MANUFACTURED BY AND PURCHASED FROM A CONNECTICUT AIRPLANE MANUFACTURER WITHIN THE STATE OF CONNECTICUT FOR USE EXCLUSIVELY WITHOUT THE STATE OF CONNECTICUT

This form shall be filed with the sales and use tax return of the retailer for the period during which the exemption is claimed. The retailer shall retain a copy with its records.

RETAILER INFORMATION

Name of Manufacturer: SIKORSKY AIRCRAFT CORPORATION **Tax Registration Number:** 0567214-003

Address: 6900 MAIN STREET, P.O. BOX 9729 **MAILSTOP**: S427A **PHONE**. (203) 386 3864

Date of Sale: June , 2007.

PURCHASER INFORMATION

Name of Purchaser: **Air Ghislaine, Inc., 103 Foulk Rd., Wilmington, DE, #202 19803**

AIRPLANE IDENTIFICATION DATA

Make: Sikorsky Aircraft Corporation **Model:** S-76C++ **Year**: 2007

Manufacturer Serial Number: 760667 **FAA Registration Number**: **N908GM** **Sales Price: $ 10,365,650.00**

AFFIDAVIT OF PURCHASER

I HEREBY CERTIFY UNDER PENALTY OF FALSE STATEMENT that the above-captioned airplane was manufactured by and purchased from the above mentioned airplane manufacturer for use exclusively outside of the State of Connecticut. I am a resident of the State of _____.

FOR THE PURCHASER:_____ _____
(Signature) (Title)

Sworn to and subscribed before me this _____day of _____

Notary Public; My commission expires the _____day of _____

AFFIDAVIT OF RETAILER

I HEREBY CERTIFY UNDER PENALTY OF FALSE STATEMENT that I have examined this certificate and, to the best of my knowledge and belief, the information contained herein is true, accurate and complete.

FOR THE RETAILER: _____ _____
(Signature) (Title)

Sworn to and subscribed before me this _____day of _____ .

Notary Public; My commission expires the _____day of _____

SDNY_GM_00005466

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Sikorsky
A United Technologies Company

Sikorsky Aircraft Corporation
6900 Main Street • P.O. Box 9729
Stratford, Connecticut 06614-9129
PM-061907-001

June 12, 2007

Mr. Darren K. Indyke
The Villard House
457 Madison Ave.
New York, NY
10022

Attention: Mr. Indyke

RE: Delivery of Sikorsky S-76C++ Helicopter Serial Number 760667 pursuant to Sales Agreement 76TD6167 dated April 13, 2006.

Dear Mr. Indyke:

As you are aware, Sikorsky Aircraft is working hard to complete and title transfer you're your new S-76C++ helicopter in June, 2007. In preparation for that transfer of ownership the following closing documents are provided for your review and comment prior to that date.

1. **Sikorsky Invoice (RMS 156456)** The attached "Request for Material Shipment" (RMS) is a company document that establishes the shipment to a customer of inventory at a defined value. This document shows a payment of **US$ 7,352,825.00** (at title transfer on June___, 2007) calculated as follows:

Helicopter Price (Total)	$10,365,650.00
Less Advance Payment	$2,060,000.00
Total Due (at Green Delivery)	**$7,352,825.00**
Balance (At Comp Serices)	$ 952,825.00

The final payment should be made by wire transfer to Sikorsky's Account 57-56685 ABA No. 071-000013 SWIFT:CHASUS33 at JP Morgan Chase, 1 Chase Tower, Chicago, Illinois 60670. This invoice will be provided by Sikorsky at the closing, signed by Sikorsky in the designated places; and signed by your authorized representative.

2. **Bill of Sale (FAA form 8050-2)** - Original not part of this package. This form has been signed and sent to our agent, Crowe & Dunlevy in Oklahoma City. Upon final acceptance, our agent will make the filing with the FAA to show ownership transfer.

3. **Aircraft Registration Application (FAA form 8050-1)** – Not part of this package. Please send the original back to my office in advance of the acceptance. This form along with the Bill of Sale is required for aircraft registration.

SDNY_GM_00005467

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262196

EFTA02727963

4. **Helicopter Inspection and Acceptance Certificate** -- A copy is enclosed for your review. Typically, you or the designated representative who inspects the aircraft signs this document at the closing (at final acceptance).

5. **Authorized Representative Appointment Letter** - Should you plan to send a designated representative with your authorization to sign the above documents, please furnish us, in advance of delivery, with a delegation letter similar to the enclosed sample.

6. **Affidavit SUT-16a-3-** State of Connecticut, Department of Revenue Services Exemption Certificate. A copy is enclosed for your review. If required, we will sign and have notarized at or shortly after transfer of the aircraft.

7. **Keystone Authorization (Customer)** – This signed and notarized letter is required for Keystone to act on your behalf after aircraft title transfer. Used the attached as a sample for creating this authorization

Thank you for your assistance, and please do not hesitate to call me at (203) 386-5558 if you have any questions.

Very truly yours,

Sikorsky Aircraft Corporation

Christopher Shurkus
S76 Deputy Program Manager

SDNY_GM_00005468

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262197

EFTA02727964

Sikorsky Aircraft Corporation
6900 Main Street - P.O. Box 9729
Stratford, Connecticut 06615-9129
(203) 386-4000
Sales Agreement 76TD6167 dated April 13, 2006

RMS No. 156456

SHIP TO:

Fly-away

SOLD TO:

Air Ghislaine, Inc.
103 Foulk Rd.
Wilmington, DE #202
19803

INVOICE NO:
INVOICE DATE:

OUR ORDER NO.:
PA NO.:
DATE SHIPPED:
B/L NO.:

SHIPPED VIA: Flyaway from Sikorsky Aircraft Stratford
SHIPPED FROM: Sikorsky Aircraft Stratford, CT
F.O.B.: Sikorsky Aircraft, Stratford, CT USA
SHEET NO. 1 of 2

TERMS: PER CONTACT

ITEM	QUANTITY SHIPPED DOLLARS	PART NO.	DESCRIPTION	QUANTITY BILLED	UNIT BALANCE	AMOUNTS IN U.S.
1			Sikorsky S-76C++ Helicopter		AMOUNT:	US$ 10,365,650
					DEPOSIT AND ADVANCE PAID	(2,060,000)
			Sikorsky Model S-76C++ Helicopter, with Turbomeca Arriel 2S2 Engines. Aircraft Serial No. 760667			
			Registration No. N908GM in accordance with Sikorsky Aircraft Detail Specification SES-760024 Revision 0 dated 9/94. The two Turbomeca Engines installed are serial nos. 42117 and 42118 along with additional equipment as described in Exhibit A to the Sales Agreement.		**DUE at GREEN A/C TRANSFER**	US$ **7,352,825**
					DUE AT ACCEPTANCE OF COMPLETIONS SERVICES	US$ 952,825
					AMOUNT RECEIVED:	US$
					Signature	Date

Payment may be remitted by wire transfer to JP Morgan Chase, N.A., Chicago, Illinois.
Account #57-56685 ABA No. 071-000013.

THANK YOU

THIS AIRCRAFT MATERIAL HAS BEEN INSPECTED TO SIKORSKY AIRCRAFT QUALITY CONTROLS STANDARDS AS APPROVED UNDER THE FEDERAL AVIATION ADMINISTRATION REQUIREMENTS FOR COMMERCIAL AIRCRAFT AND MIL Q-9858A FOR UNITED STATES MILITARY AIRCRAFT AND IS IN ACCORDANCE WITH APPLICABLE CONTRACTUAL REQUIREMENTS, ANY ITEMS HEREON WHICH APPEAR ON THE U.S. FEDERAL AVIATION ADMINISTRATION DRAWING LIST WERE MANUFACTURED UNDER FEDERAL AVIATION AGENCY PRODUCTION CERTIFICATE NO. 105.

SPECIAL MARKINGS
THIS COMMODITY LICENSED

APPROVED - INSPECTOR

FOR ULTIMATE DESTINATION
NET WT

DIVERSION CONTRARY TO U.S. LAW IS PROHIBITED

BOX NO.	CONTAINER	LENGTH	WIDTH	HEIGHT	CUBIC	GROSS WT

RFS ORIGINATOR M. Loschiavo – S27368 DEPT 8325W EXT. 64536 M/S S358A

Sikorsky Aircraft Corporation

RMS No. 156456

SDNY_GM_00003468

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

6900 Main Street - P.O. Box 9729
Stratford, Connecticut 06615-9129
(203) 386-4000

Sales Agreement 76TD6167 dated April 13, 2006

SHIPPED TO:
Fly-Away

INVOICE NO.:
INVOICE DATE:

OUR ORDER NO.:

SHEET NO. 2 of 2

ITEM	QUANTITY SHIPPED	PART NO.	DESCRIPTION	QUANTITY BILLED	UNIT BALANCE	AMOUNTS IN U.S. DOLLARS
		CERTIFICATION: INVOICE AND ORIGIN CERTIFICATION: "We certify that this invoice is, in all respects, correct and true, both as regards to the price and to the description of the goods referred to therein, and that the countries of origin or manufacture of the goods are the United States of America and Canada."				
		GREEN AIRCRAFT ACCEPTANCES: BY SIKORSKY QUALITY ASSURANCE:				
		SUPERVISOR BY CUSTOMER: SIKORSKY AIRCRAFT HELICOPTER MODEL S-76C (with Arriel 2S2 engines (commonly referred to as S76C++) , SERIAL NO. 760667 Registration Number N908GM AS DEFINED ABOVE, IS HEREBY ACCEPTED AT Sikorsky Aircraft Stratford, CT USA NAME: _____ TITLE: _____ DATE: _____				

SDNY_GM_00003479

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

AC Form 8050-2 (9/92) (NSN 0052-00-629-0003) Supersedes Previous Edition

UNITED STATES OF AMERICA
U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

FORM APPROVED
OMB NO. 2120-0042

AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF $ 1&OVC THE UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:

UNITED STATES REGISTRATION NUMBER N908GM

AIRCRAFT MANUFACTURER & MODEL Sikorsky Aircraft S-76C-2

AIRCRAFT SERIAL No. 760667

DOES THIS DAY OF 2007 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:

Do Not Write In This Block
FOR FAA USE ONLY

PURCHASER

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

Air Ghislane, Inc.
103 Foulk Road
Wilmington, DE 19803
#202

DEALER CERTIFICATE NUMBER

AND TO its successors [redacted] AND ASSIGNS TO HAVE AND TO HOLD SINGULARLY THE SAID AIRCRAFT FOREVER, AND WARRANTS THE TITLE THEREOF.

IN TESTIMONY WHEREOF I HAVE SET MY HAND AND SEAL THIS DAY OF 2007

SELLER

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP ALL MUST SIGN)	TITLE (TYPED OR PRINTED)
Sikorsky Aircraft Corporation	Michael Loschiavo	S-76 Program Manager

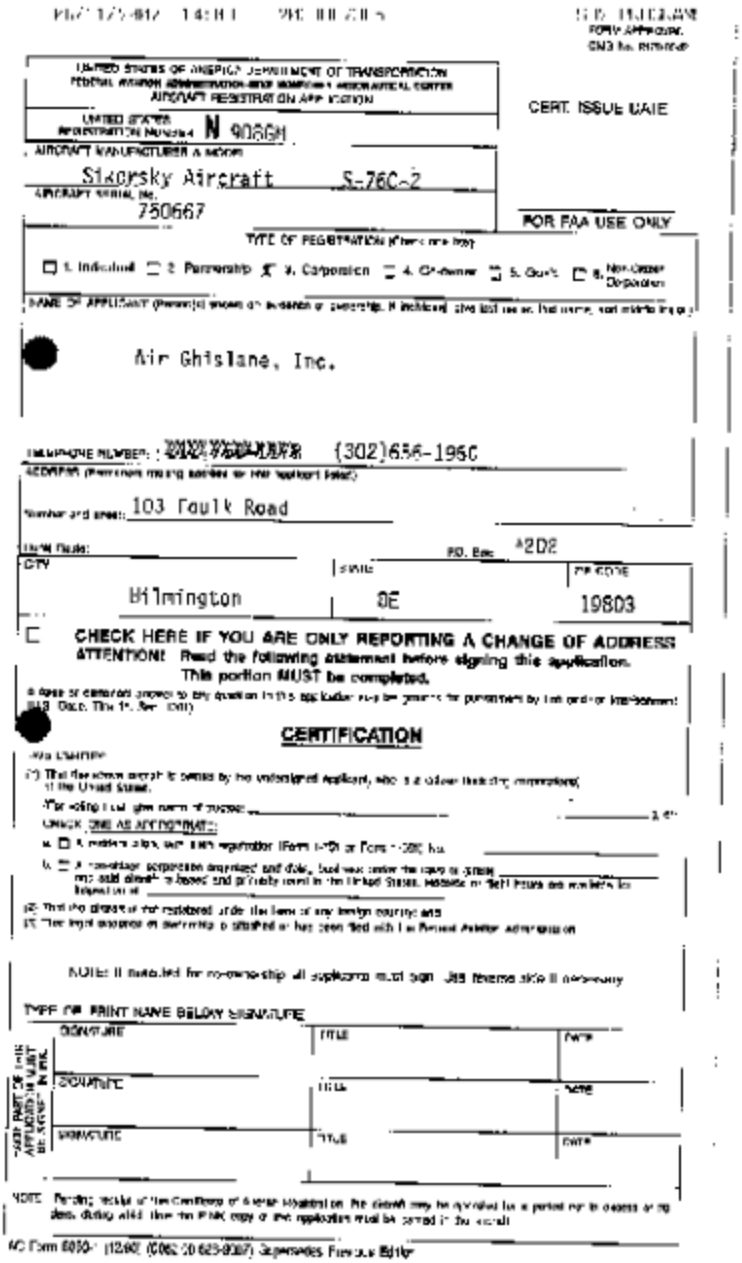
ACKNOWLEDGMENT (NOT REQUIRED FOR PURPOSES OF FAA RECORDING. HOWEVER, MAY BE REQUIRED BY LOCAL LAW FOR VALIDITY OF THE INSTRUMENT.)

ORIGINAL: TO FAA

AC Form 8050-2 (9/92) (NSN 0052-00-629-0003) Supersedes Previous Edition

SDNY_GM_00054760

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17



UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRCRAFT REGISTRATION APPLICATION

CERT. ISSUE DATE

UNITED STATES REGISTRATION NUMBER: N 906GH

AIRCRAFT MANUFACTURER & MODEL: Sikorsky Aircraft S-76C-2

AIRCRAFT SERIAL NO.: 760667

FOR FAA USE ONLY

TYPE OF REGISTRATION (Check one box)

☐ 1. Individual ☐ 2. Partnership ☒ 3. Corporation ☐ 4. Co-owner ☐ 5. Gov't ☐ 6. Non-Citizen Corporation

NAME OF APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.)

Air Ghislaine, Inc.

TELEPHONE NUMBER: [redacted] (302)656-1960

ADDRESS (Permanent mailing address for this applicant (Use)

Number and street: 103 Foulk Road

Apt. No.: A202

CITY: Wilmington

STATE: DE

ZIP CODE: 19803

☐ CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS

ATTENTION! Read the following statement before signing this application.
This portion MUST be completed.

A false or dishonest answer to any question in this application may be grounds for punishment by fine and/or imprisonment (U.S. Code, Title 18, Sec. 1001).

CERTIFICATION

I/We CERTIFY:

(1) That the above aircraft is owned by the undersigned applicant, who is a citizen (including corporations) of the United States.

The voting trust agreement dated _____, 19__, if any, has been filed with the FAA Aeronautical Center.

UNDER ONE AS APPROPRIATE:

a. ☐ A resident alien, with alien registration (Form I-151 or Form I-551) No. _____

b. ☐ A non-citizen corporation organized and doing business under the laws of (State) _____, and said aircraft is based and primarily used in the United States. Records on file will show any additional information.

(2) That the aircraft is not registered under the laws of any foreign country; and

(3) That this instrument does not convey title, conditional or otherwise, or a security interest in the aircraft unless (a) the conveyance has been approved by the Federal Aviation Administration or (b) the conveyance is subject to a security interest that has been filed and approved by the Federal Aviation Administration.

NOTE: If more than one co-owner, all applicants must sign. Use reverse side if necessary.

TYPE OR PRINT NAME BELOW SIGNATURE

SIGNATURE | TITLE | DATE

SIGNATURE | TITLE | DATE

SIGNATURE | TITLE | DATE

KEEP PART OF THIS APPLICATION WITH AIRCRAFT AT ALL TIMES

NOTE: Penalty: Violation of the Certificate of Aircraft Registration Act could result in suspension or revocation of any pilot certificate held by the violator.

AC Form 8050-1 (12/80) (OMB 20-0625-0007) Supersedes Previous Edition

SDNY_GM_00345[illegible]

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Helicopter Acceptance Certificate

Pursuant to the S-76C++ New Helicopter Sales Agreement 76TD6167 dated April 13, 2006, as amended, between Sikorsky Aircraft Corporation and Air Ghislaine, Inc.

Green Delivery Acceptance – _____ hereby accepts delivery and title of the helicopter described below on the ____ day of June 2007 at _____ __m. hours local time.

Aircraft Description -

Sikorsky S-76C with Arriel 2S2 Engines (commonly referred to as S76C++)
Serial Number 760667
Registration Number N908GM
Turbomeca Engine Numbers 42117 and 42118

IN WITNESS WHEREOF, Air Ghislaine, Inc., has caused this certificate to be executed this ____ day of June, 2007.

Air Ghislaine, Inc

Signature:_____

Name: _____

Title: _____

SDNY_GM_00005453

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262202

EFTA02727969

(On your Company Letterhead)

Authorized Representative
Designation

Air Ghislaine, Inc., hereby designates _____as its authorized representative, for the purpose of accepting delivery and title to the helicopter described below in accordance with the S-76C++ New Helicopter Sales Agreement S76TD6761 dated April 13, 2006, as amended, with Sikorsky Aircraft Corporation and to take all necessary actions and execute all necessary documents pertaining thereto:

Sikorsky S-76C with Ariel 2S2 Engines (commonly referred to as S76C++)
Serial Number 760667
Registration Number N908GM
Turbomeca Engine Numbers 42117 and 42118

IN WITNESS WHEREOF, Air Ghislaine, Inc., has caused this Designation to be executed this_____day of June 2007.

Air Ghislaine, Inc.

Signature:_____

Name: _____

Title:_____

SDNY_GM_00005734

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

AFFIDAVIT SUT-16a-3

STATE OF CONNECTICUT
DEPARTMENT OF REVENUE SERVICES

EXEMPTION CERTIFICATE
AIRPLANE MANUFACTURED BY AND PURCHASED FROM A CONNECTICUT AIRPLANE MANUFACTURER WITHIN THE STATE OF CONNECTICUT FOR USE EXCLUSIVELY WITHOUT THE STATE OF CONNECTICUT

This form shall be filed with the sales and use tax return of the retailer for the period during which the exemption is claimed. The retailer shall retain a copy with its records.

RETAILER INFORMATION

Name of Manufacturer: SIKORSKY AIRCRAFT CORPORATION **Tax Registration Number:** 0567214-003

Address: 6900 MAIN STREET, P.O. BOX 9729 **MAILSTOP**: S427A **PHONE**. (203) 386 3864

Date of Sale: June , 2007.

PURCHASER INFORMATION

Name of Purchaser: **Air Ghislaine, Inc., 103 Foulk Rd., Wilmington, DE, #202 19803**

AIRPLANE IDENTIFICATION DATA

Make: Sikorsky Aircraft Corporation **Model:** S-76C++ **Year**: 2007

Manufacturer Serial Number: 760667 **FAA Registration Number**: **N908GM** **Sales Price: $ 10,365,650.00**

AFFIDAVIT OF PURCHASER

I HEREBY CERTIFY UNDER PENALTY OF FALSE STATEMENT that the above-captioned airplane was manufactured by and purchased from the above mentioned airplane manufacturer for use exclusively outside of the State of Connecticut. I am a resident of the State of _____.

FOR THE PURCHASER:_____ _____
(Signature) (Title)

Sworn to and subscribed before me this _____day of _____

Notary Public; My commission expires the _____day of _____

AFFIDAVIT OF RETAILER

I HEREBY CERTIFY UNDER PENALTY OF FALSE STATEMENT that I have examined this certificate and, to the best of my knowledge and belief, the information contained herein is true, accurate and complete.

FOR THE RETAILER: _____ _____
(Signature) (Title)

Sworn to and subscribed before me this _____day of _____ .

Notary Public; My commission expires the _____day of _____

(On Customer Letterhead)

SDNY_GM_00005475

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Notarized

June 15, 2007

Mr. Tim Chop
Quality Assurance Manager and Chief Inspector
Keystone Helicopter Corporation
110 Stewart-Huston Drive
Coatesville, PA 19320

Attention: Mr. Tim Chop

RE: Authorization from Air Ghislaine, Inc. to Keystone Helicopter Corporation, aircraft Serial Numbers 760667 pursuant to the S76C++ New Helicopter Sales Agreement number 76TD6167 dated April 13, 2006.

Dear Mr. Chop:

This letter authorizes Keystone Helicopter Corporation of 110 Stewart-Huston Drive in Coatesville, PA 19320 to act on behalf of Air Ghislaine, Inc.. This authorization is to submit the necessary FAA application(s) to request Special Flight Authorizations for the purposes of conducting Aircraft test, acceptance, and training flights. The authorization is extended to S76C++ aircraft registration number N908GM.

Best regards,

Darren Indyke
Vice President
Air Ghislaine, Inc.

SDNY_GM_00005736

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Sikorsky
A United Technologies Company

Sikorsky Aircraft Corporation
6900 Main Street • P.O. Box 9729
Stratford, Connecticut 06614-9129
PM-021110-001

February 11, 2010

Mr. Darren K. Indyke
The Villard House
457 Madison Ave.
New York, NY
10022

Attention: Mr. Indyke

RE: Delivery of Sikorsky S-76C++ Helicopter Serial Number 760750 pursuant to Sales Agreement 76TD6167A dated December 17, 2007.

Dear Mr. Indyke:

This letter is to inform you that your S-76C++ helicopter will be ready for acceptance on or about February 11, 2010. The following closing documents are provided for your review and comment, if necessary, prior to that date:

1. **Sikorsky Invoice (RMS 156552C)** The attached "Request for Material Shipment" (RMS) is a company document that establishes the shipment to a customer of inventory at a defined value. This document shows a payment of **US$ 1,270,000.00** (at title completion on February 12, 2010) calculated as follows:

Helicopter Price (Total)	$11,700,000.00
Less Advance Payment	$2,330,000.00
at Green Delivery	$8,100,000.00
Balance (At Comp Serices)	$1,270,000.00

The payment should be made by wire transfer to Sikorsky's Account 57-56685 ABA No. 021-000021 SWIFT:CHASUS at JP Morgan Chase, New York, NY 10004. This invoice will be provided by Sikorsky at the closing, signed by Sikorsky in the designated places; and signed by your authorized representative.

2. **Helicopter Inspection and Acceptance Certificate** -- A copy is enclosed for your review. Typically, you or the designated representative who inspects the aircraft signs this document at the closing (at final acceptance).

3. **Authorized Representative Appointment Letter** - Should you plan to send a designated representative with your authorization to sign the above documents, please furnish us, in advance of delivery, with a delegation letter similar to the enclosed sample.

SDNY_GM_00005736

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262206

EFTA02727973

Thank you for your assistance, and please do not hesitate to call me at (203) 386-5558 if you have any questions.

Very truly yours,

Sikorsky Aircraft Corporation

Chris Shurkus

Christopher Shurkus
S76 Deputy Program Manager

SDNY_GM_00003468

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262207

EFTA02727974

Sikorsky Aircraft Corporation
6900 Main Street - P.O. Box 9729
Stratford, Connecticut 06615-9129
(203) 386-4000
Sales Agreement 76TD6167A dated December 17, 2007

RMS No. 156552C

SHIP TO:

Fly-away

SOLD TO:

Air Ghislaine, Inc.
103 Foulk Rd.
Wilmington, DE #202
19803

INVOICE NO:
INVOICE DATE:

OUR ORDER NO.:
PA NO.:
DATE SHIPPED:
B/L NO.:

SHIPPED VIA: Flyaway from Sikorsky Aircraft Stratford
SHIPPED FROM: Sikorsky Aircraft Stratford, CT
F.O.B.: Sikorsky Aircraft, Stratford, CT USA
SHEET NO. 1 of 2

TERMS: PER CONTACT

ITEM	QUANTITY SHIPPED DOLLARS	PART NO.	DESCRIPTION	QUANTITY BILLED	UNIT BALANCE	AMOUNTS IN U.S.
1			Sikorsky S-76C++ Helicopter		AMOUNT:	US$ 11,700,000
					DEPOSIT AND ADVANCE PAID	(2,330,000)
			Sikorsky Model S-76C++ Helicopter, with Turbomeca Arriel 2S2 Engines. Aircraft Serial No. 760750			
			Registration No. N750A (N722JE) in accordance with Sikorsky Aircraft Detail Specification SES-760024 Revision 0 dated 9/94. The two Turbomeca Engines installed are serial nos. 42285 and 42286 along with additional equipment as described in Exhibit A to the Sales Agreement.		DUE at GREEN A/C TRANSFER	US$ 8,100,000
					DUE AT ACCEPTANCE OF COMPLETIONS SERVICES	US$ 1,270,000
					AMOUNT RECEIVED:	US$
					Signature	Date

Payment to Sikorsky's Account 57-56685 ABA No. 021-000021 SWIFT:CHASUS at JP Morgan Chase, New York, NY 10004

THANK YOU

THIS AIRCRAFT MATERIAL HAS BEEN INSPECTED TO SIKORSKY AIRCRAFT QUALITY CONTROLS STANDARDS AS APPROVED UNDER THE FEDERAL AVIATION ADMINISTRATION REQUIREMENTS FOR COMMERCIAL AIRCRAFT AND MIL Q-9858A FOR UNITED STATES MILITARY AIRCRAFT AND IS IN ACCORDANCE WITH APPLICABLE CONTRACTUAL REQUIREMENTS, ANY ITEMS HEREON WHICH APPEAR ON THE U.S. FEDERAL AVIATION ADMINISTRATION DRAWING LIST WERE MANUFACTURED UNDER FEDERAL AVIATION AGENCY PRODUCTION CERTIFICATE NO. 105.

SPECIAL MARKINGS
THIS COMMODITY LICENSED

APPROVED - INSPECTOR

FOR ULTIMATE DESTINATION
NET WT

DIVERSION CONTRARY TO U.S. LAW IS PROHIBITED

BOX NO.	CONTAINER	LENGTH	WIDTH	HEIGHT	CUBIC	GROSS WT

RFS ORIGINATOR M. Loschiavo – S27368 DEPT 8325W EXT. 64536 M/S S358A

Sikorsky Aircraft Corporation
6900 Main Street - P.O. Box 9729
Stratford, Connecticut 06615-9129

RMS No. 156552C

SDNY_GM_00003478

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262208

EFTA02727975

(203) 386-4000

Sales Agreement 76TD6167A dated December 17, 2007

SHIPPED TO:

Fly-Away

INVOICE NO.:
INVOICE DATE:

OUR ORDER NO.:

SHEET NO. 2 of 2

ITEM	QUANTITY SHIPPED	PART NO.	DESCRIPTION	QUANTITY BILLED	UNIT BALANCE	AMOUNTS IN U.S. DOLLARS
		CERTIFICATION: INVOICE AND ORIGIN CERTIFICATION: "We certify that this invoice is, in all respects, correct and true, both as regards to the price and to the description of the goods referred to therein, and that the countries of origin or manufacture of the goods are the United States of America a.."				
		GREEN AIRCRAFT ACCEPTANCES: BY SIKORSKY QUALITY ASSURANCE:				
		SUPERVISOR BY CUSTOMER: SIKORSKY AIRCRAFT HELICOPTER MODEL S-76C (with Arriel 2S2 engines (commonly referred to as S76C++) , SERIAL NO. 760750 Registration Number N750A (N722JE) AS DEFINED ABOVE, IS HEREBY ACCEPTED AT Sikorsky Aircraft Stratford, CT USA NAME: _____ TITLE: _____ DATE: _____				

SDNY_GM_00005480

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Certificate of Helicopter Acceptance

Pursuant to the S-76C++ New Helicopter Sales Agreement 76TD6167A dated December 17, 2007, as

amended, between Sikorsky Aircraft Corporation and Air Ghislaine, Inc.

Completion Acceptance – _____ hereby accepts delivery and title of the helicopter described below on the ____ day of February 2010 at _____ __m. hours local time.

Aircraft Description -

Sikorsky S-76C with Arriel 2S2 Engines (commonly referred to as S76C++)
Serial Number 760750
Registration Number N750A (N722JE)
Turbomeca Engine Numbers 42285 and 42286

IN WITNESS WHEREOF, Air Ghislaine, Inc., has caused this certificate to be executed this ____ day of February, 2010.

Air Ghislaine, Inc

Signature:_____

Name: _____

Title: _____

SDNY_GM_00005870

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

(On your Company Letterhead)

Authorized Representative
Designation

Air Ghislaine, Inc. hereby designates _____ as its authorized representative for the purpose of accepting delivery and title to the helicopters described below in respect of the completion aircraft delivery in accordance with the S-76 New Helicopter Sales Agreement Number S76TD6167A dated December 17, 2007, as amended, assigned and novated to Air Ghislaine, Inc. regarding the helicopter described below with Sikorsky Aircraft Corporation and to take all necessary actions and execute all necessary documents pertaining thereto:

Sikorsky S-76C with Ariel 2S2 Engines (Commonly referred to as S76C++)
Serial Number 760750
Registration Number N750A (N722JE)
Turbomeca Engine Numbers 42285 and 42286

IN WITNESS WHEREOF, Air Ghislaine, Inc.has caused this designation to be executed this_____day of February 2010.

Air Ghislaine, Inc.

By:_____

Name: _____

Title: _____

SDNY_GM_00005482

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262211

EFTA02727978

From: Shurkus, Christopher R SIK

To: Loschiavo, Michael D SIK; Andrews, Bruce SIK; Small, Anthony M SIK; Bates, Kenneth C SIK; Belko, Betty SIK; BLOMSTRANN, Rick E SIK; Cadoret, Robert E SIK; Chaffee, William E SIK; Maynard, Chuck SIK; Jones, Darrell L. SIK; Powell, David SIK; McCory, Duncan SIK; Hansen, Eric K SIK; Fiorito, Sue SIK; Bonomo, Francis B SIK; Gallo, Thomas A SIK; Garbien, David A SIK; Higgins, John SIK; Hutchinson, James M SIK; "Hutton, Tom C SIK"; Aspinwall, James SIK; Bohan, James P SIK; O"Connor, Jennifer S SIK; Bredenbeck, Kevin SIK; Sutter, Kurt SIK; Ung, Leng Cheak SIK; Lin, Jessica C SIK; Poland, Marc B SIK; Martone, Cheryl T SIK; Maurer, Mick SIK; Inguanti, Paul C SIK; Peters, David E SIK; Washington, Philip O SIK; Piech, Jerry; Piekarz, Robert F SIK; Pierpont, Richard J SIK; Pogany, Pogy SIK; Whittaker, Raymond V SIK; Cozzolino, Richard W SIK; "Ryan, Patty P SIK"; Stroby, Robert SIK; Gallo, Thomas A SIK; Schlenk, William F SIK; Peters, David E SIK; Zottola, John M SIK

Subject: Delivery notification S/N 760667 (Air Ghislaine)

Date: Monday, June 18, 2007 4:39:13 PM

Aircraft S/N 760667 (Air Ghislaine) -- Final payment received and title was transferred to Air Ghislaine at 2:31 PM (EDT), Monday, June 18, 2007. The aircraft was ferry flown to Keystone this afternoon, to begin completion process. Signed delivery documents will be distributed in the morning.

The customer complemented the manufacturing team for their good work and hospitality.

Thank you,

Chris Shurkus

S-76 Deputy Program Manager

Sikorsky Aircraft Corp.

[redacted]

6900 Main Street

Mail Stop S358A

Stratford, CT 06615

The information in this transmission is privileged and confidential and is meant to be read and used only by the intended recipient. If you have received this transmission in error, please notify me immediately by telephone or e-mail and delete the original message and all attachments. Any review, use, dissemination, distribution or copying of this transmittal by an unintended recipient is strictly prohibited, and may be a violation of law subject to penalty.

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

CWA
Date: 11/19/19 Program: S-76
Proposal Number: N/A
Authorization: Shannon M. Pace

AMENDMENT 1 TO POWERTRAIN ASSURANCE PROGRAM AGREEMENT

THIS AMENDMENT 1 (this "Amendment"), is dated as of the Acceptance Date stated below and made by and between **HELICOPTER SUPPORT, INC. d/b/a SIKORSKY COMMERCIAL, INC.** ("Sikorsky") and **HYPERION AIR, LLC** ("Customer") in respect of the Powertrain Assurance Program Agreement, No. S76D37526PAP, dated as of October 10, 2019, by and between Sikorsky and Customer (the "Agreement"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

WITNESSETH:

WHEREAS, Sikorsky and Customer entered into the Agreement pursuant to which Sikorsky agreed to provide an extended support plan for the gear boxes, known as the Powertrain Assurance Program ("PAP"), for its owned and/or operated S-76® aircraft;

WHEREAS, pursuant to its terms, the Agreement will expire on December 31, 2019; and

WHEREAS, Sikorsky and Customer wish to amend the Agreement to, among other things, extend the term of the Agreement by six (6) months and establish the flight hour fee for such extension;

NOW THEREFORE, the parties intending to be legally bound, do hereby agree as follows:

1. **Purchase Date.** The defined term "Purchase Date" is corrected to mean "June 13, 2019."

2. **Article I, "Sikorsky Point of Contact (Program Matters),"** is deleted in its entirety and replaced with the following:

Sikorsky Point of Contact:
(Program Matters)

Timothy Sprau
Program Management Manager
Sikorsky Commercial, Inc.
124 Quarry Road M/S K100A
Trumbull, Connecticut 06611-4816
Office: +1 484-785-5099
Mobile: +1 484-798-3798
Email: timothy.j.sprau@lmco.com

3. **Article I, "Flight Hour Fee,"** is deleted in its entirety and replaced with the following:

Flight Hour Fee:

S-76A™ Helicopter	2017	2018	2019	2020
Main Gear Box (MGB)	$ 126.84	$ 133.18	$ 139.84	$ 146.83
Intermediate Gear Box (IGB)	$ 8.13	$ 8.54	$ 8.96	$ 9.41
Tail Gear Box (TGB)	$ 16.59	$ 17.42	$ 18.29	$ 19.20

S-76® is a registered trademark of Sikorsky Aircraft Corporation.
This document does not contain export controlled technical data. SDNY_GM_00003434
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00262213
EFTA02727980

S-76B/C/D™ Helicopter	2017	2018	2019	2020
Main Gear Box (MGB)	$ 118.77	$ 124.71	$ 130.94	$ 137.49
Intermediate Gear Box (IGB)	$ 7.98	$ 8.38	$ 8.80	$ 9.24
Tail Gear Box (TGB)	$ 15.96	$ 16.76	$ 17.60	$ 18.48

4. **Article I, "Agreement Expiration,"** is deleted in its entirety and replaced with the following:

   Agreement Expiration Date: June 30, 2020

5. **Component Identification.** Upon signature of this Amendment, for each Component installed on the helicopter covered under the Agreement, Customer shall identify the serial number and time since new or time since overhaul (if the Component was previously overhauled) as of the Sale Date by completing the table set forth in Exhibit A attached hereto. Accordingly, Exhibit A to the Agreement is deleted in its entirety and replaced with Exhibit A attached hereto.

6. **Reaffirmation.** Except as modified above, all of the provisions of the Agreement remain the same, and the Agreement, as modified hereby, is reaffirmed.

[Signature Page Follows]

This document does not contain export controlled technical data. SDNY_GM_00003435

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262214

EFTA02727981

IN WITNESS WHEREOF, this Amendment has been executed by each party's authorized representative.

HYPERION AIR, LLC

By: _____

Name: Lawrence Visoski

Title: Manager

Date: 11/19/19

HELICOPTER SUPPORT, INC. d/b/a SIKORSKY COMMERICAL, INC.

By: _____

Name: Shannon M. Palaia

Title: Contracts Negotiator

Acceptance Date: November 19, 2019

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262215

EFTA02727982

Exhibit A

Covered Components –
Helicopter Serial Number and Component Serial Number and Time Since New or Overhaul

			Main Gear Box / Quiet MGB			Intermediate Gear Box		Tail Gear Box	
	Helicopter Serial No.	Model	Serial No.	Check if Quiet[1]	TSO/N	Serial No.	TSO/N	Serial No.	TSO/N
1	760750	S-76C	A231-00485	X	2629.6	A242-00472	2629.6	A239-00477	2629.6

"TSO/N" means the time since new and time since overhaul (if the Component was previously overhauled).

For each Component, Customer shall identify the Component serial number and TSO/N upon signature of this Agreement and any amendment hereto. Customer shall further identify if a Component is a Main Gear Box with Quiet Technology.

[1] For the S-76B/C model helicopters, the main gear boxes with part numbers 76351-09600-045 and 76351-09600-047 are 'quiet.' All main gear boxes for the S-76D model helicopter are 'quiet' (part numbers 76351-09600-046 and 76351-09600-050).

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SDNY_GM_00006487

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262216

EFTA02727983

AMENDMENT 1 TO
POWERTRAIN ASSURANCE PROGRAM AGREEMENT

THIS AMENDMENT 1 (this "Amendment"), is dated as of the Acceptance Date stated below and made by and between **HELICOPTER SUPPORT, INC. d/b/a SIKORSKY COMMERCIAL, INC.** ("Sikorsky") and **HYPERION AIR, LLC** ("Customer") in respect of the Powertrain Assurance Program Agreement, No. S76D37526PAP, dated as of October 10, 2019, by and between Sikorsky and Customer (the "Agreement"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

WITNESSETH:

WHEREAS, Sikorsky and Customer entered into the Agreement pursuant to which Sikorsky agreed to provide an extended support plan for the gear boxes, known as the Powertrain Assurance Program ("PAP"), for its owned and/or operated S-76® aircraft;

WHEREAS, pursuant to its terms, the Agreement will expire on December 31, 2019; and

WHEREAS, Sikorsky and Customer wish to amend the Agreement to, among other things, extend the term of the Agreement by six (6) months and establish the flight hour fee for such extension;

NOW THEREFORE, the parties intending to be legally bound, do hereby agree as follows:

1. **Purchase Date.** The defined term "Purchase Date" is corrected to mean "June 13, 2019."

2. **Article I, "Sikorsky Point of Contact (Program Matters),"** is deleted in its entirety and replaced with the following:

Sikorsky Point of Contact:
(Program Matters)

Timothy Sprau
Program Management Manager
Sikorsky Commercial, Inc.
124 Quarry Road M/S K100A
Trumbull, Connecticut 06611-4816
Office: +1 484-785-5099
Mobile: +1 484-798-3798
Email: timothy.j.sprau@lmco.com

3. **Article I, "Flight Hour Fee,"** is deleted in its entirety and replaced with the following:

Flight Hour Fee:

S-76A™ Helicopter	2017	2018	2019	2020
Main Gear Box (MGB)	$ 126.84	$ 133.18	$ 139.84	$ 146.83
Intermediate Gear Box (IGB)	$ 8.13	$ 8.54	$ 8.96	$ 9.41
Tail Gear Box (TGB)	$ 16.59	$ 17.42	$ 18.29	$ 19.20

S-76® is a registered trademark of Sikorsky Aircraft Corporation.
This document does not contain export controlled technical data. SDNY_GM_00003438
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00262217
EFTA02727984

S-76B/C/D™ Helicopter	2017	2018	2019	2020
Main Gear Box (MGB)	$ 118.77	$ 124.71	$ 130.94	$ 137.49
Intermediate Gear Box (IGB)	$ 7.98	$ 8.38	$ 8.80	$ 9.24
Tail Gear Box (TGB)	$ 15.96	$ 16.76	$ 17.60	$ 18.48

4. **Article I, "Agreement Expiration,"** is deleted in its entirety and replaced with the following:

   Agreement Expiration Date: June 30, 2020

5. **Component Identification.** Upon signature of this Amendment, for each Component installed on the helicopter covered under the Agreement, Customer shall identify the serial number and time since new or time since overhaul (if the Component was previously overhauled) as of the Sale Date by completing the table set forth in Exhibit A attached hereto. Accordingly, Exhibit A to the Agreement is deleted in its entirety and replaced with Exhibit A attached hereto.

6. **Reaffirmation.** Except as modified above, all of the provisions of the Agreement remain the same, and the Agreement, as modified hereby, is reaffirmed.

[Signature Page Follows]

This document does not contain export controlled technical data. SDNY_GM_00439

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262218

EFTA02727985

IN WITNESS WHEREOF, this Amendment has been executed by each party's authorized representative.

HYPERION AIR, LLC

By: _____

Name: Lawrence Visoski

Title: Manager

Date: 11/19/19

HELICOPTER SUPPORT, INC. d/b/a SIKORSKY COMMERICAL, INC.

By: _____

Name: Shannon M. Palaia

Title: Contracts Negotiator

Acceptance Date: November 19, 2019

This document does not contain export controlled technical data. SDNY_GM_00490

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262219

EFTA02727986

Exhibit A

Covered Components –
Helicopter Serial Number and Component Serial Number and Time Since New or Overhaul

			Main Gear Box / Quiet MGB			Intermediate Gear Box		Tail Gear Box	
	Helicopter Serial No.	Model	Serial No.	Check if Quiet[1]	TSO/N	Serial No.	TSO/N	Serial No.	TSO/N
1	760750	S-76C	A231-00485	X	2629.6	A242-00472	2629.6	A239-00477	2629.6

"TSO/N" means the time since new and time since overhaul (if the Component was previously overhauled).

For each Component, Customer shall identify the Component serial number and TSO/N upon signature of this Agreement and any amendment hereto. Customer shall further identify if a Component is a Main Gear Box with Quiet Technology.

[1] For the S-76B/C model helicopters, the main gear boxes with part numbers 76351-09600-045 and 76351-09600-047 are 'quiet.' All main gear boxes for the S-76D model helicopter are 'quiet' (part numbers 76351-09600-046 and 76351-09600-050).

This document does not contain export controlled technical data.

SDNY_GM_00006480

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262220

EFTA02727987

CWA
Date: 7/28/20 Program: S-76
Proposal Number: N/A
Authorization: Shannon M. Palaia

AMENDMENT 2 TO POWERTRAIN ASSURANCE PROGRAM AGREEMENT

THIS AMENDMENT 2 (this "Amendment"), is dated as of the Acceptance Date stated below and made by and between **HELICOPTER SUPPORT, INC. d/b/a SIKORSKY COMMERCIAL, INC.** ("Sikorsky") and **HYPERION AIR, LLC** ("Customer") in respect of the Powertrain Assurance Program Agreement, No. S76D37526PAP, dated as of October 10, 2019, by and between Sikorsky and Customer (as amended from time to time, the "Agreement"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

WITNESSETH:

WHEREAS, Sikorsky and Customer entered into the Agreement pursuant to which Sikorsky agreed to provide an extended support plan for the gear boxes, known as the Powertrain Assurance Program ("PAP"), for its owned and/or operated S-76® aircraft;

WHEREAS, pursuant to its terms, the Agreement will expire on June 30, 2020; and

WHEREAS, Sikorsky and Customer wish to amend the Agreement to, among other things, extend the term of the Agreement by three (3) months;

NOW THEREFORE, the parties intending to be legally bound, do hereby agree as follows:

1. **Article I, "Agreement Expiration,"** is deleted in its entirety and replaced with the following:

   Agreement Expiration Date: September 30, 2020

2. **Component Identification.** Upon signature of this Amendment, for each Component installed on the helicopter covered under the Agreement, Customer shall identify the serial number and time since new or time since overhaul (if the Component was previously overhauled) by completing the table set forth in Exhibit A attached hereto. Accordingly, Exhibit A to the Agreement is deleted in its entirety and replaced with Exhibit A attached hereto.

3. **Effective Date.** If the Acceptance Date of this Amendment occurs on or after July 1, 2020, this Amendment shall have retroactive effect from June 30, 2020.

4. **Reaffirmation.** Except as modified above, all of the provisions of the Agreement remain the same, and the Agreement, as modified hereby, is reaffirmed.

[Signature Page Follows]

S-76® is a registered trademark of Sikorsky Aircraft Corporation.
This document does not contain export controlled technical data. SDNY_GM_00009482
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00262221
EFTA02727988

IN WITNESS WHEREOF, this Amendment has been executed by each party's authorized representative.

HYPERION AIR, LLC

By: _____

Name: Lawrence Visoski

Title: Manager

Date: 07/28/20

HELICOPTER SUPPORT, INC. d/b/a SIKORSKY COMMERICAL, INC.

By: _____

Name: Shannon M. Palaia

Title: Contracts Negotiator

Acceptance Date: July 28, 2020

This document does not contain export controlled technical data. SDNY_GM_00003483

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262222

EFTA02727989

Exhibit A

Covered Components –
Helicopter Serial Number and Component Serial Number and Time Since New or Overhaul

			Main Gear Box / Quiet MGB			Intermediate Gear Box		Tail Gear Box	
	Helicopter Serial No.	Model	Serial No.	Check if Quiet[1]	TSO/N	Serial No.	TSO/N	Serial No.	TSO/N
1	760750	S-76C	A231-00485	✓	TSO: TSN: 2630.1	A242-00472	TSO: TSN: 2630.1	A239-00477	TSO: TSN: 2630.1

"TSO/N" means the time since new and time since overhaul (if the Component was previously overhauled).

For each Component, Customer shall identify the Component serial number and TSO/N upon signature of this Agreement and any amendment hereto. Customer shall further identify if a Component is a Main Gear Box with Quiet Technology.

[1] For the S-76B/C model helicopters, the main gear boxes with part numbers 76351-09600-045 and 76351-09600-047 are 'quiet.' All main gear boxes for the S-76D model helicopter are 'quiet' (part numbers 76351-09600-046 and 76351-09600-050).

This document does not contain export controlled technical data.

SDNY_GM_00000484

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262223

EFTA02727990

AMENDMENT 2 TO
POWERTRAIN ASSURANCE PROGRAM AGREEMENT

THIS AMENDMENT 2 (this "Amendment"), is dated as of the Acceptance Date stated below and made by and between **HELICOPTER SUPPORT, INC. d/b/a SIKORSKY COMMERCIAL, INC.** ("Sikorsky") and **HYPERION AIR, LLC** ("Customer") in respect of the Powertrain Assurance Program Agreement, No. S76D37526PAP, dated as of October 10, 2019, by and between Sikorsky and Customer (as amended from time to time, the "Agreement"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

WITNESSETH:

WHEREAS, Sikorsky and Customer entered into the Agreement pursuant to which Sikorsky agreed to provide an extended support plan for the gear boxes, known as the Powertrain Assurance Program ("PAP"), for its owned and/or operated S-76® aircraft;

WHEREAS, pursuant to its terms, the Agreement will expire on June 30, 2020; and

WHEREAS, Sikorsky and Customer wish to amend the Agreement to, among other things, extend the term of the Agreement by three (3) months;

NOW THEREFORE, the parties intending to be legally bound, do hereby agree as follows:

1. **Article I, "Agreement Expiration,"** is deleted in its entirety and replaced with the following:

   Agreement Expiration Date: September 30, 2020

2. **Component Identification.** Upon signature of this Amendment, for each Component installed on the helicopter covered under the Agreement, Customer shall identify the serial number and time since new or time since overhaul (if the Component was previously overhauled) by completing the table set forth in Exhibit A attached hereto. Accordingly, Exhibit A to the Agreement is deleted in its entirety and replaced with Exhibit A attached hereto.

3. **Effective Date.** If the Acceptance Date of this Amendment occurs on or after July 1, 2020, this Amendment shall have retroactive effect from June 30, 2020.

4. **Reaffirmation.** Except as modified above, all of the provisions of the Agreement remain the same, and the Agreement, as modified hereby, is reaffirmed.

[Signature Page Follows]

S-76® is a registered trademark of Sikorsky Aircraft Corporation.
This document does not contain export controlled technical data.
SDNY_GM_00003485
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00262224
EFTA02727991

IN WITNESS WHEREOF, this Amendment has been executed by each party's authorized representative.

HYPERION AIR, LLC

By: _____

Name: Lawrence Visoski

Title: Manager

Date: 07/28/20

HELICOPTER SUPPORT, INC. d/b/a SIKORSKY COMMERICAL, INC.

By: _____

Name: Shannon M. Palaia

Title: Contracts Negotiator

Acceptance Date: July 28, 2020

This document does not contain export controlled technical data. SDNY_GM_00003486

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262225

EFTA02727992

Exhibit A

Covered Components –
Helicopter Serial Number and Component Serial Number and Time Since New or Overhaul

			Main Gear Box / Quiet MGB			Intermediate Gear Box		Tail Gear Box	
	Helicopter Serial No.	Model	Serial No.	Check if Quiet[1]	TSO/N	Serial No.	TSO/N	Serial No.	TSO/N
1	760750	S-76C	A231-00485	✓	TSO: TSN: 2630.1	A242-00472	TSO: TSN: 2630.1	A239-00477	TSO: TSN: 2630.1

"TSO/N" means the time since new and time since overhaul (if the Component was previously overhauled).

For each Component, Customer shall identify the Component serial number and TSO/N upon signature of this Agreement and any amendment hereto. Customer shall further identify if a Component is a Main Gear Box with Quiet Technology.

[1] For the S-76B/C model helicopters, the main gear boxes with part numbers 76351-09600-045 and 76351-09600-047 are 'quiet.' All main gear boxes for the S-76D model helicopter are 'quiet' (part numbers 76351-09600-046 and 76351-09600-050).

This document does not contain export controlled technical data.

SDNY_GM_00200487

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262226

EFTA02727993

CWA
Date: 10/15/20 Program: S-76
Proposal Number: N/A
Authorization: Shannon M Palaia

WERTRAIN ASSURANCE PROGRAM AGREEMENT

THIS POWERTRAIN ASSURANCE PROGRAM AGREEMENT (this "Agreement"), dated as of the Acceptance Date set forth on the signature page hereto, is made by and between **HELICOPTER SUPPORT, INC. D/B/A SIKORSKY COMMERCIAL, INC.**, a Connecticut corporation with a place of business at 124 Quarry Road, Trumbull, Connecticut 06611, United States ("Sikorsky"), and **HYPERION AIR, LLC** ("Customer"). Within this Agreement, Sikorsky and/or Customer shall each be a "Party" and collectively shall be the "Parties."

WHEREAS, Sikorsky provides parts, service and support for owners and operators of Sikorsky Aircraft Corporation helicopters throughout the world;

WHEREAS, pursuant to a Powertrain Assurance Program Agreement that will expire by its terms on September 30, 2020, Customer purchased from Sikorsky an extended support plan for the gear boxes, known as the Powertrain Assurance Program ("PAP"), for its owned and/or operated S-76® aircraft; and

WHEREAS, Customer desires to enter into this Agreement to continue PAP coverage for such aircraft;

NOW THEREFORE, for valid consideration mutually acknowledged by their signatures hereon, the Parties agree as follows:

I. INFORMATION AND DEFINITIONS FOR THIS AGREEMENT

Sikorsky Contract Number:	**S76D38751PAP**
Customer:	**HYPERION AIR, LLC**
Customer Point of Contact:	6100 Red Hook Quarter B3 St. Thomas, USVI 00802 Attn: Larry Visoski, Manager Phone: 917-868-6145 Fax: 646-350-0954 Email: LVJet@aol.com
Sikorsky Point of Contact: **(Program Matters)**	Timothy Sprau Program Management Manager Sikorsky Commercial, Inc. 124 Quarry Road M/S K100A Trumbull, Connecticut 06611-4816 Office: +1 484-785-5099 Mobile: +1 484-798-3798 Email: timothy.j.sprau@lmco.com

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Sikorsky Point of Contact: (Orders) Customer portal at www.sikorsky360.com

Sikorsky Point of Contact: (Flight Time Reporting & Billing) fleet_program_finance.gr-sik@lmco.com

Helicopter & Coverage Description(s): See Exhibit A attached. Customer shall identify Component serial numbers and times on Exhibit A upon signature of this Agreement and any amendment hereto.

Flight Hour Fee:

S-76A™ Helicopter	2020	2021	2022	2023
Main Gear Box (MGB)	$ 146.83	$ 185.00	$ 194.25	$ 203.96
Intermediate Gear Box (IGB)	$ 9.41	$ 10.00	$ 10.50	$ 11.03
Tail Gear Box (TGB)	$ 19.20	$ 20.00	$ 21.00	$ 22.05
S-76B/C/D™ Helicopter	**2020**	**2021**	**2022**	**2023**
Main Gear Box (MGB)	$ 137.49	$ 185.00	$ 194.25	$ 203.96
Intermediate Gear Box (IGB)	$ 9.24	$ 10.00	$ 10.50	$ 11.03
Tail Gear Box (TGB)	$ 18.48	$ 20.00	$ 21.00	$ 22.05

Minimum Utilization Flight Hours: 120 hours per calendar year, per aircraft (pro-rated for any partial year coverage)

Agreement Effective Date: If the Acceptance Date of this Agreement occurs on or after October 1, 2020, this Agreement shall have retroactive effect from September 30, 2020.

Agreement Expiration Date: December 31, 2023

Attachments: Exhibit A – Covered Components
Exhibit B – Form of Cancellation or Transfer Request

DEFINITIONS

a) "AOG" means a Helicopter cannot fly in its current state solely as a result of a Component's failure; provided, however, that such failure or the absence of a replacement Component is not due to Customer's failure to comply with the terms and conditions of this Agreement.

b) "Component" means those gear boxes identified as "covered" in Exhibit A.

c) "CPL" means the most recent Sikorsky price list for certain parts used on the Helicopter, which is published by Sikorsky and typically updated at the beginning of each calendar year.

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d) "Dollars" or "US$" means the lawful currency of the United States of America.

e) "External Lift Cycle" means the Helicopter's performance of the following sequence of flight-related activity: external load lift, enroute travel, approach to hover, and, release of load and land, or, release of load and depart.

f) "Flight Time" means the time that commences when a helicopter moves under its own power for the purposes of flight and ends when the helicopter comes to rest after landing. A "Flight Hour" means sixty (60) minutes of Flight Time.

g) "Owner" means the record title owner of the Helicopter(s).

h) "Repetitive External Lift" means when the average number of External Lift Cycles exceeds six (6) per Flight Hour during any 250-Flight Hour period based on a moving average, calculated at intervals not to exceed fifty (50) Flight Hours of operation.

i) "Time Between Overhaul" or "TBO" means the maximum number of Flight Hours that may be logged on a component before requiring removal for overhaul as specified in the then-current Helicopter maintenance manual.

II. PROGRAM DESCRIPTION

1. **Sikorsky's Obligation –**

   a) When a Component covered by this Agreement requires overhaul or replacement (rendering it a "Non-Operational Component") during the term of this Agreement, Sikorsky shall, in its sole discretion, either (i) provide Customer with a new, overhauled or repaired Component of the same part number (a "Replacement Component"); or (ii) provide material and/or labor to repair the Non-Operational Component at the location of the Helicopter. A Replacement Component becomes a "Component" for purposes of this Agreement upon installation on the Helicopter for which it was provided. Only Components listed in Exhibit A or Replacement Components will be covered under this Agreement. Any other related or connected parts will not be covered by this Agreement; provided, however, that Sikorsky may, in its sole discretion, elect to provide a part or labor service to prevent an unscheduled removal of a covered Component.

   b) For a Main Gear Box with Quiet Technology, strictly in the event of an AOG situation, Sikorsky may, in its sole discretion, provide Customer with a Main Gear Box without the Quiet Technology in exchange for the Non-Operational Component to support the AOG.

2. **Ordering and Shipment of Replacement Components** – To obtain a Replacement Component for a scheduled exchange requirement, Customer must issue a purchase order to Sikorsky a minimum of one hundred twenty (120) days prior to the requested delivery date. Purchase orders received by Sikorsky within less than one hundred twenty (120) days of the requested delivery date may be subject to additional delays. Each purchase order shall state shipping instructions and a requested delivery date. Sikorsky will ship Replacement

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Components to Customer at Customer's expense, FCA Sikorsky's designated facility (Incoterms 2010). Sikorsky and Customer expressly agree that any additional terms and conditions set forth in Customer's purchase order shall have no effect and that the terms and conditions of this Agreement shall govern all purchase orders issued by Customer to Sikorsky hereunder. In the case of an unscheduled exchange requirement, Sikorsky shall use commercially reasonable efforts to deliver the Replacement Component as soon as possible.

3. **Exchange/Return of Non-Operational Component** – Customer shall, at its own expense, return the Non-Operational Component to Sikorsky within thirty (30) days of Sikorsky's shipment of the Replacement Component and shall provide documentation to Sikorsky to confirm return shipment details. If Customer fails to provide documentation that the shipment of a Non-Operational Component has been initiated within such time period, Customer shall pay to Sikorsky a late return fee of one hundred sixty dollars ($160.00USD) per Component, per day in excess of the thirty (30) day return period. If Sikorsky has not received a Non-Operational Component within six (6) months from the date of Sikorsky's shipment of the Replacement Component, then Customer shall pay to Sikorsky the price for the Replacement Component as listed in Sikorsky's CPL (the "Non-Return Fee"). Should Sikorsky subsequently receive the Non-Operational Component, Sikorsky shall credit to Customer's account an amount equal to ninety percent (90%) of the Non-Return Fee. The Non-Operational Component should be packed in the same container(s) (or Sikorsky-approved equivalent) in which the Replacement Component was received. Customer shall be responsible for any additional repair costs due to damage associated with an improperly packaged Non-Operational Component and/or any damage caused by Customer at the time of removal of the Non-Operational Component. Customer shall provide Sikorsky with a copy of the Non-Operational Component log card prior to shipment, and shall include the original log card in the return container with the Non-Operational Component. Customer shall also retain a copy of the Non-Operational Component log card.

4. **Title Transfer/Risk of Loss** – Title and risk of loss for each Replacement Component supplied to Customer under this Agreement shall be deemed to have been transferred to Customer upon shipment from Sikorsky's facility. Title and risk of loss for each Non-Operational Component shall be deemed to have been transferred to Sikorsky upon delivery to Sikorsky's facility. Customer represents and warrants that, at the time title to any Non-Operational Component is transferred to Sikorsky (thereby constituting a sale), Customer will have full power, authority and legal right to sell such Non-Operational Component to Sikorsky, and such Non-Operational Component will be free and clear of any liens, charges and encumbrances created by or against Customer or arising out of the ownership, possession, operation or use of such Non-Operational Component. Customer hereby indemnifies and holds Sikorsky harmless from any breach of the foregoing representation and warranty.

III. CUSTOMER'S OBLIGATIONS

1. **Administration of Agreement by Customer** – If Customer is not also the Owner of a Helicopter, without releasing Customer from any contractual obligations hereunder, Customer represents and warrants that it is authorized by the Owner to operate and maintain the Helicopter, to administer this Agreement and to be the primary point of contact for billing,

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technical support, logistics support, reporting, and other administrative matters pertaining to the Helicopter and arising under this Agreement. Customer shall save, indemnify, defend and hold harmless Sikorsky and its corporate parents and subsidiaries from and against all claims, losses, damages, costs (including legal costs), expenses and liabilities arising from or relating to disputes between Customer and Owner pertaining to this Agreement. Upon request, Customer shall provide to Sikorsky the Owner's written acknowledgment of the foregoing in a form reasonably acceptable to Sikorsky.

2. **Flight Time Reporting** – Within fifteen (15) days after the end of each month, Customer shall e-mail to Sikorsky a statement, signed by Customer, reporting the Component serial numbers installed on each Helicopter, the time since new and time since overhaul (if the Component was previously overhauled) for each Component, and the total Flight Hours (reporting should be to the nearest tenth of an hour) for each Helicopter during the prior month (the "Flight Time Report") to fleet_program_finance.gr-sik@lmco.com.

   Customer warrants to Sikorsky that all data reported will be correct, and further agrees to grant Sikorsky or its designated representative access to Helicopter records upon reasonable request. If the Flight Time Report is not received within fifteen (15) days after the end of each month, Sikorsky shall notify Customer of such delinquency. If the Flight Time Report is not received within thirty (30) days after providing of such notification, Sikorsky may terminate this Agreement or remove the Helicopter from coverage hereunder in accordance with the termination provisions of Article V.

   Electronic Flight Time Reports will be updated annually and can be provided to Customer upon request, reflecting the Flight Hour Fee for the current calendar year.

3. **Identification and Condition of Components upon Commencement of Agreement** – At the time of signature of this Agreement or any amendment to this Agreement, for each Component installed on a Helicopter, Customer shall identify the serial number and time since new and time since overhaul (if the Component was previously overhauled) by completing the table set forth on Exhibit A attached hereto. Customer represents and warrants that the information contained in Exhibit A attached hereto is correct and that the Components are in good working condition with no known defects. Upon request, Customer shall provide copies of the Component log cards for Sikorsky's review. Sikorsky may refuse coverage for a Component if, in its sole discretion, such Component has not been used or maintained in accordance with the terms or conditions of this Agreement or a preceding PAP agreement.

4. **Use, Operation and Maintenance of Components** – Customer shall use Components solely for the operation of a Helicopter covered under this Agreement. Customer shall obtain Sikorsky's written approval prior to removal of a Component from a PAP-covered Helicopter and installation of such removed Component into any other helicopter, whether or not such helicopter is covered by this Agreement. If Sikorsky discovers that Customer removed a Component from a PAP-covered Helicopter and installed such Component on any other helicopter without Sikorsky's prior approval, Sikorsky may, in its sole discretion, invoice Customer for $5,000.00 USD per occurrence as reimbursement for associated administrative costs.

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Customer further covenants that: (a) Components and other parts and equipment for the applicable Helicopter shall be properly installed; (b) the Components and the applicable Helicopter shall be operated and maintained in accordance with the then-current recommendations or instructions of Sikorsky Aircraft Corporation, as contained in its maintenance manuals, operating instructions, Alert Service Bulletins or as otherwise stated in writing by a duly authorized representative of Sikorsky or Sikorsky Aircraft Corporation; (c) Components shall not be repaired or overhauled by anyone other than Sikorsky without Sikorsky's prior written authorization; and (d) a Helicopter shall not be used for any service other than transport, including but not limited to for Repetitive External Lift, which results or may result in substantially greater wear and tear of any Component than that which occurs on Components under standard transport operating conditions.

Customer acknowledges and agrees that Customer is responsible for complying with all scheduled inspections and other maintenance tasks set forth in the maintenance manuals, operating instructions, Alert Service Bulletins, and other documentation issued by Sikorsky or Sikorsky Aircraft Corporation with respect to maintaining the Components and the applicable Helicopter. Customer shall ensure that reasonable and commercially customary maintenance efforts are made to troubleshoot and fix/adjust Components prior to requesting a replacement.

5. **Metal Contamination** – Customer shall immediately report Component failure due to metal contamination to Sikorsky, and shall comply with Sikorsky's requests for supporting data and/or samples.

6. **Removal of Components** - Customer shall not remove a Component from a Helicopter prior to its TBO without prior authorization from the Sikorsky Point of Contact for Program Matters identified in Article I (or such individual's successor or delegate).

7. **New Helicopter Warranty Waiver for S-76D™ Helicopters** – In the case of a S-76D™ model helicopter, with respect to any Component installed at the time of acceptance of the Helicopter from Sikorsky or its affiliate, Customer waives the original helicopter warranty set forth in the Helicopter's sales agreement for such Component until such time as this Agreement is terminated or expires. In the event that this Agreement is terminated prior to the scheduled expiration of the original warranty set forth in such sales agreement, such original warranty for each Component will be reinstated and Customer shall be entitled only to the remaining or unexpired duration and terms of such original warranty in accordance with the terms and conditions of the sales agreement. With respect to each Component, the provisions of this Agreement, while in effect, operate as a substitute for the original warranty for such Component waived. If Customer is not the only party with the right to exercise the original helicopter warranty, Customer shall provide Sikorsky with such party or parties' written waiver(s) of the original warranty promptly following the Acceptance Date.

IV. PAYMENT AND ADDITIONAL CHARGES

1. **Entry Payment** – With respect to each Component, added to coverage under this Agreement after the Acceptance Date, upon execution of the amendment adding such Component to

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coverage hereunder, Customer agrees to pay to Sikorsky an entry payment for each such Component equal to the applicable Flight Hour Fee set forth in Article I multiplied by the number of Flight Hours accrued on such Component since the Component was new or overhauled (as the case may be) at the time of entry into coverage hereunder.

2. **Flight Hour Fee; Minimum Utilization Flight Hours** – Customer shall pay monthly for each Component an amount equal to the applicable Flight Hour Fee set forth in Article I multiplied by the actual Flight Hours of operation for the applicable Helicopter, as set forth in the Flight Time Report. Customer shall calculate the total Flight Hour Fee for each month (even when zero (0) hours are flown) via the Flight Time Report no later than fifteen (15) days following the end of the month. Sikorsky shall generate an invoice for the total monthly Flight Hour Fee. Customer may also use the Flight Time Report as a self-generated invoice document.

   After the end of each calendar year and upon termination, expiration or transfer of this Agreement, Sikorsky shall invoice Customer for each Component an amount equal to (i) the difference, if any, between the Minimum Utilization Flight Hours set forth in Article I and the actual Flight Hours flown, multiplied by (ii) the applicable Flight Hour Fee set forth in Article I. For calendar year 2020, Flight Hours reported and paid under the Powertrain Assurance Program Agreement that expired by its terms on September 30, 2020 will count toward the 2020 Minimum Utilization Flight Hours under this Agreement.

3. **Unused Hour Charge** – Except in the case of an unscheduled exchange requirement removed pursuant to Article III.6 above, if Customer removes a Component prior to the approved TBO for such Component with at least one hundred (100) Flight Hours remaining (the difference between the TBO and the hours at removal referred to as the "Unused Hours"), Customer shall pay to Sikorsky an amount equal to: (A) the applicable Flight Hour Fee set forth in Article I, multiplied by (B) the difference between the number of Unused Hours less one hundred (100).

4. **Upgradeable Component Charge** – Upon election of a Component upgrade in the future, Sikorsky shall invoice and Customer shall pay the mutually agreed price for such upgrade.

5. **Overhaul Charge** – For any Components not covered by a preceding PAP agreement, Sikorsky may, in its sole discretion, charge Customer additional amounts related to repair work required to place the Component into overhauled condition in accordance with the applicable overhaul and repair manual and Sikorsky's quality standards.

6. **Other Charges** – Customer shall pay all shipping costs related to shipment of Replacement Components to Customer. In the event that a Non-Operational Component has, in Sikorsky's sole discretion, been subject to use or conditions constituting more than ordinary wear or tear (including, but not limited to, accident, lightning, sudden stoppage, corrosion, hard landing, deficient or improper maintenance not in accordance with operator and maintenance manuals, or overtorque), Customer shall be liable to Sikorsky for any and all evaluation, replacement or repair costs relating to the defective Component.

   An additional charge may apply for a S-76B™ model Helicopter. Sikorsky will supply a -044 configuration gear box or newer under this Agreement. In addition to the Flight Hour Fee, an

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additional charge may apply for any such Helicopter for the purchase of the Main Mod Kit #76070-35010-011 if required to install the MGB #76351-09600-044 on a covered Helicopter.

7. **Payment Terms** – All amounts are payable to Sikorsky in U.S. Dollars by no later than thirty (30) days from the date of Sikorsky's invoice to Customer. Interest equivalent to a rate of one and one half percent (1.5%) per month will be charged on all past due amounts. All payments shall be considered interim pending audit of Customer's logbooks by Sikorsky.

   Customers located outside the United States shall make payment by wire transfer to:

   Account No. 31079882
   Account Name: Helicopter Support, Inc.
   Routing No. 021000089
   SWIFT Code: CITIUS33
   Citibank
   399 Park Avenue
   New York, NY 10043

   Customers located in the United States shall make payment by Automated Clearing House (ACH) or Electronic Funds Transfer (EFT) per the above instructions or shall mail payment payable to "Helicopter Support, Inc." at the following address:

   If sent via U.S. postal service,
   JP Morgan Chase Bank
   Attn: Helicopter Support, Inc.
   P.O. Box 26149
   Chicago, IL 60673-6149

   If sent via courier service commercial carrier (FedEx, DHL, etc.),
   JP Morgan Chase Bank
   Attn: Helicopter Support, Inc. Lockbox #26149
   131 S. Dearborn, 6th Floor
   Chicago, IL 60603

   Twenty-four (24) hours before payment, Customer shall e-mail a statement detailing the payment amounts and invoice numbers to sci_ar.gr-sik@lmco.com.

8. **Taxes** – Customer shall pay to Sikorsky any and all taxes (not including any income taxes), fees or duties which may be imposed by any taxing authority arising from the transactions contemplated by this Agreement (including, without limitation, excise and value added taxes, and any import or export duties), and for which Sikorsky may be held responsible for collection or payment, either on its own behalf or that of Customer, upon receipt by Customer of Sikorsky's invoice therefor. Customer shall minimize, to the greatest extent possible, any taxes that may be imposed on Sikorsky. If the transactions contemplated by this Agreement are exempt or excluded from taxation, Customer shall provide tax indemnification to Sikorsky, via a written statement in the format required by the laws of the jurisdiction for which Customer

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is asserting said exemption or exclusion, that the transaction is exempt. Said statement must be provided promptly following execution of this Agreement or Customer will be deemed to have conceded the applicability of said taxes and as such authorizes Sikorsky to collect and remit them to the relevant jurisdiction(s).

V. CANCELLATION, EXPIRATION, TRANSFER OF BENEFITS, TERMINATION AND WARRANTY

1. **Sikorsky's Right to Terminate; Remedies in the Event of Termination** – Sikorsky may, in its sole discretion, terminate this Agreement or remove a Helicopter or a Component from coverage under this Agreement, if any of the following events occur:

   a) If a Helicopter suffers an accident rendering the Helicopter and/or a Component unsalvageable (a total loss).

   b) If a Component is repaired or overhauled by anyone other than Sikorsky without Sikorsky's prior written authorization.

   c) If a Helicopter is used for any service other than transport, including but not limited to for Repetitive External Lift, which results or may result in substantially greater wear and tear of any Component than that which occurs on Components under standard transport operating conditions.

   d) If Replacement Components are used for any purpose other than for the Helicopter(s) covered under this Agreement without Sikorsky's prior written approval.

   e) If Customer attempts to transfer this Agreement or the benefits hereunder to a third party without Sikorsky's written approval, as set forth in Article V.3 below.

   f) If Customer is in default of any other provision of this Agreement and remains in default for a period of thirty (30) days after notice by Sikorsky.

   g) If Customer becomes insolvent or performs or permits any act of bankruptcy, liquidation, reorganization or if a receiver, trustee, or custodian is appointed.

   h) In addition to any rights or remedies otherwise available at law or equity to Sikorsky, or as specifically set forth elsewhere in this Agreement, Sikorsky shall be entitled to the following remedies in the event of a full or partial termination of this Agreement as set forth above:

      i) Customer shall forfeit, and Sikorsky may retain, any credits which would be otherwise owed to Customer, including its successors or assigns, had the Agreement not been fully or partially terminated; and

      ii) Customer shall be liable to Sikorsky for the costs and expenses incurred by Sikorsky arising from or relating to such termination, including but not limited to labor, transportation, removal, disassembly, failure analysis, fault isolation, assembly,

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reinstallation, re-inspection, and retrofit.

2. **Cancellation by Customer; Post-Cancellation Component Limited Warranty**

a) Customer may cancel this Agreement or remove any Component or Helicopter from coverage hereunder at any time following thirty (30) days written notice to Sikorsky and subsequent mutual written agreement of the Parties as to the date of cancellation. Customer's written cancellation notice must include the following information:

(i) The requested effective date of the cancellation (if greater than thirty days from the date of the notice);

(ii) The serial number for each Component;

(iii) The Helicopter serial number on which each Component is installed; and

(iv) The time since new and time since overhaul (if the Component was previously overhauled) for each Component.

A form of cancellation notice is attached as Exhibit B. If Sikorsky identifies any discrepancy between the information contained in Customer's written cancellation notice and Sikorsky's records (including but not limited to a Component serial number, time since new or time since overhaul, etc.), Sikorsky shall notify Customer of such and the parties will work to resolve the discrepancy as promptly as possible.

b) Performance of all obligations of the Parties under this Agreement, including payment of all amounts due to Sikorsky and resolution of any reporting discrepancies, shall be completed up to the date of cancellation. Upon Customer's return to Sikorsky of all Non-Operational Components, if any, and payment of all amounts due to Sikorsky, Customer shall be entitled to a credit to its account at Sikorsky (the "Termination Credit") for each Component installed on a Helicopter as of the date of cancellation. If the Component had been provided to Customer under this Agreement, the Termination Credit is equal to seventy-five percent (75%) of the amounts paid by Customer for such Component since the date such Component was provided to Customer under this Agreement. Otherwise, the Termination Credit for a Component is equal to seventy-five percent (75%) of (A) the amounts paid by Customer for such Component under this Agreement since the Acceptance Date plus (B) any amounts credited to this Agreement for such Component pursuant to a preceding PAP agreement.

c) For any Replacement Component provided to Customer by Sikorsky pursuant to this Agreement within one (1) year prior to the date of cancellation, provided that Customer has returned all Non-Operational Components in accordance with Article II.3 above, Sikorsky warrants to Customer that, for one (1) year after the date of Sikorsky's shipment of the Replacement Component to Customer, such Component shall be free from defects in material and workmanship; provided that Customer provides Sikorsky written notice of any defect within sixty (60) days of Customer's discovery of the defect. Sikorsky's liability

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and Customer's remedy under this limited warranty is limited to the repair or replacement, at Sikorsky's election, of a Component which is determined by Sikorsky to be defective in material or workmanship. Customer shall not return any such item until it has provided written notice of the defect to Sikorsky, and Customer shall include a copy of such written notice with the shipment. Transportation charges (excluding related import and export charges) for the return of such Components to Sikorsky and its reshipment to Customer and the risk of loss thereof will be borne by Sikorsky only if returned in accordance with Sikorsky's written shipping instructions. Repaired or replaced items are warranted for the remainder of the applicable one (1) year limited warranty period. This limited warranty shall not apply to any Components which in Sikorsky's judgment (i) have been repaired or altered outside of Sikorsky's facilities in any way so as to affect the safety, function or reliability of the Component, or (ii) has been subject to misuse, negligence, accident or other abuse. This limited warranty is the sole and exclusive warranty provided by Sikorsky to Customer under this Agreement, in accordance with the provisions of Article VI.7 below.

3. **Transfer of Benefits** – Customer may request, and Sikorsky may agree, to transfer this Agreement or the amounts paid under this Agreement with respect to any or all Components (the "Transfer Credit") to a new owner or operator of the Helicopter(s) under the following conditions:

   a) Customer must notify Sikorsky at least thirty (30) days prior to the intended date of transfer and provide a written request for such transfer to include the following information:

      (i) Full legal name, mailing address, and contact information of the intended transferee;

      (ii) Description of the transaction giving rise to the transfer (e.g., sale, lease, merger, etc.); and

      (iii) Description of the requested scope of the transfer (i.e., entire agreement, partial for specific helicopter only, etc.).

      A form of transfer request is attached as Exhibit B.

   b) Sikorsky will review and approve the party to whom Customer intends to transfer this Agreement, including but not limited to financial stability and intended use of the Helicopter by that third party. Customer shall permit or facilitate any and all requests of Sikorsky to inspect the Helicopter(s) and shall provide Sikorsky with any and all log books and other requested documentation relating to the operation, use, and maintenance of the Helicopter(s). Sikorsky's consent to the requested transfer shall be in its sole discretion and must be in writing. Such consent is conditioned upon the transferee assuming, in writing, all of Customer's obligations under this Agreement and may be conditioned upon renegotiation with the transferee of other terms and conditions of this Agreement or the transferee's execution of a separate PAP agreement (in which case, Sikorsky shall credit the Transfer Credit to such agreement).

   c) Customer must be current in payment of all amounts due to Sikorsky up to and including

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the requested date of transfer, or actual date of transfer if later than requested, including but not limited to, for each Component, an amount equal to (i) the difference, if any, between the Minimum Utilization Flight Hours set forth in Article I (pro-rated up to the date of transfer) and the actual Flight Hours flown, multiplied by (ii) the applicable Flight Hour Fee set forth in Article I.

d) If Customer does not notify Sikorsky at least thirty (30) days prior to the intended date of transfer or Sikorsky receives a transfer request after a Helicopter has been sold, Sikorsky may, in its sole discretion, invoice Customer for $1,000.00 as reimbursement for associated administrative costs.

4. **Expiration of Agreement –** Provided that Customer is not in default, upon expiration of this Agreement, Customer will receive a credit to its account at Sikorsky, determined as follows.

a) If this Agreement is renewed, extended or replaced by a superseding PAP agreement, Customer shall be entitled to a credit applied to the new agreement for each Component installed on a Helicopter as of the date of expiration equal to either: (i) if the Component had been provided to Customer under this Agreement, one hundred percent (100%) of the amounts paid by Customer for such Component since the date such Component was provided to Customer under this Agreement; or (ii) one hundred percent (100%) of the amounts paid by Customer for such Component under this Agreement since the Acceptance Date plus any amounts credited to this Agreement for such Component pursuant a preceding PAP agreement.

b) If this Agreement is not renewed, extended or replaced by a superseding PAP agreement, Customer shall be entitled to a credit to its account at Sikorsky for each Component installed on a Helicopter as of the date of expiration equal to either: (i) if the Component had been provided to Customer under this Agreement, seventy-five percent (75%) of the amounts paid by Customer for such Component since the date such Component was provided to Customer under this Agreement; or (ii) seventy-five percent (75%) of (A) the amounts paid by Customer for such Component under this Agreement since the Acceptance Date plus (B) any amounts credited to this Agreement for such Component pursuant a preceding agreement.

VI. STANDARD TERMS AND CONDITIONS

1. **Excusable Delay and Force Majeure** – Neither Party shall be charged with any liability for failure or delay in performing under this Agreement when such failure or delay is due to causes beyond such Party's reasonable control, the delayed Party has exercised commercially reasonable efforts to mitigate the failure or delay, and has provided the other Party with reasonable notice and periodic updates ("Excusable Delay"). Acts or events which may cause or contribute to an Excusable Delay include but are not limited to acts of God or the public enemy, delays of suppliers, compliance in good faith with any applicable foreign or domestic governmental regulation or order whether or not it proves to be invalid, fires, civil unrest or disobedience, war, terrorism, riots, strikes, lockouts, labor disputes, or unusually severe weather ("Force Majeure"). Notwithstanding the foregoing, Customer shall not be entitled to

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claim Excusable Delay or the occurrence of a Force Majeure with regard to Customer's payment obligations under this Agreement.

2. **Export Licenses** – Customer will, on Sikorsky's request, assist Sikorsky in Sikorsky's efforts to obtain any U.S. government export license or similar authorization which may be required now or hereafter for export of Replacement Components or related data. The Parties acknowledge that this Agreement is conditioned upon the ability of the Parties to conform to the laws and regulations of the United States and its various cognizant departments regarding performance under this Agreement. Customer also agrees that this Agreement is conditioned on Customer's agreement to not re-transfer, re-export or divert any export-controlled Components or other parts, services, or related data if such re-transfer, re-export or diversion would be a violation of any U.S. export or sanctions laws. Any technical data or defense service exported from the United States in support of this Agreement may not be used for the production or manufacture of any defense article and shall not be transferred to a person in a third country or to a national of a third country unless the prior written approval of the U.S. government has been obtained. The foregoing obligation will remain binding on Customer after the termination of this Agreement.

3. **Import Licenses** – With respect to any import laws and other regulations of the country of destination and its various cognizant departments regarding the import of the parts hereunder, Customer shall be solely responsible for advance notification to Sikorsky and obtaining and complying with any and all import licenses or other authorizations which may be required for such activity.

4. **Assignment** – Subject to Article V.3, Transfer of Benefits, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto, but it may not be voluntarily assigned, wholly or in part, by either Party without the prior written consent of the other Party; provided however, that Sikorsky shall have the right to assign this Agreement to Sikorsky Aircraft Corporation or one of its subsidiaries or affiliates without Customer's prior consent. Assignments made in violation of this Paragraph 4 shall be deemed null and void.

5. **Notices** – All notices or communications of any kind under and with respect to this Agreement shall be in the English language. All legal notices pertaining to this Agreement shall be given by hand delivery, registered mail, or commercial carrier (FedEx, DHL, etc.) and addressed as follows: if to Customer, the notice shall be addressed as indicated in Article I; and if to Sikorsky, the notice shall be addressed to: Helicopter Support, Inc. dba Sikorsky Commercial, Inc., c/o Sikorsky Aircraft Corporation, 6900 Main Street, P.O. Box 9729, Stratford, Connecticut 06615, Attn: Vice President – General Counsel. Any legal notice sent by one party to the other shall be effective on the date upon which receipt can be confirmed by the receiving party.

6. **EXCLUSIVE REMEDIES AND WARRANTIES – THE REMEDIES AND WARRANTIES PROVIDED BY SIKORSKY UNDER THIS AGREEMENT ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF (i) ANY AND ALL OTHER REMEDIES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING**

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WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH SUCH WARRANTIES AND ANY OTHER WARRANTIES BEING EXPRESSLY DISCLAIMED HEREBY; AND (ii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN CONTRACT OR TORT, INCLUDING ALL REMEDIES UNDER THE CONNECTICUT PRODUCT LIABILITY ACT WHETHER OR NOT ARISING FROM SIKORSKY'S OR ANY OF ITS CORPORATE PARENTS' OR AFFILIATES' NEGLIGENCE, ACTUAL OR IMPUTED, STRICT TORT LIABILITY OR BREACH OF WARRANTY. NO AGREEMENT VARYING OR EXTENDING THE FOREGOING WARRANTIES, REMEDIES, OR THIS LIMITATION WILL BE BINDING UPON SIKORSKY OR ANY OF ITS CORPORATE PARENTS OR AFFILIATES UNLESS IN WRITING, SIGNED BY A DULY AUTHORIZED OFFICER OF SUCH ENTITY.

7. **Limitation of Liability** – With respect to any item or service provided under this Agreement and alleged to be the cause of any loss or damage to Customer, the sum equal to Sikorsky's established selling price for such item or service shall be the ceiling limit on Sikorsky's or any of its corporate parents' or affiliates' liability, whether founded in contract or tort (including negligence, strict tort liability or breach of warranty), arising out of or resulting from (i) this Agreement or the performance or breach thereof or (ii) the design, manufacture, delivery, sale, repair, replacement, use or furnishing of any item or service. In no event shall Sikorsky or any of its corporate parents or affiliates have any liability for any indirect, incidental, consequential or special damages.

8. **Patent Infringement** – Sikorsky shall indemnify and hold harmless and conduct, at its own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use or resale by Customer of any part or service delivered hereunder directly infringes any United States patent or design but only on the condition that (A) Sikorsky receives prompt written notice of such claim, suit, or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to Customer and defendant for such defense; (B) said part is made according to a specification or design furnished by Sikorsky or, if a process patent is involved, the process performed by the part(s) is recommended in writing by Sikorsky; and (C) the claim, suit, or action is brought against Customer. Provided all of the foregoing conditions have been met, Sikorsky shall, at its own expense, either settle said claim, suit, or action or shall pay all damages excluding consequential damages, and, if the use or resale of such part is finally enjoined, Sikorsky shall promptly, at Sikorsky's option: (i) procure for defendant the right to use or resell the part, (ii) replace the part with an equivalent non-infringing part, or (iii) modify the part so that it becomes non-infringing but equivalent, or (iv) provided that an equivalent non-infringing part is available, remove the part and refund the selling price (less a reasonable allowance for use, damage, and obsolescence).

   If a claim, suit, or action is based on a design or specification furnished by Customer, or on the performance of a process not recommended in writing by Sikorsky, or on the use or sale of the parts delivered hereunder in combination with other helicopter parts not delivered to Customer by Sikorsky, Customer shall indemnify and save Sikorsky and its parent companies harmless

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therefrom.

9. **Disputes** – Prior to a Party initiating a formal legal proceeding relating to a dispute under this Agreement, that Party must provide the other Party(ies) with a written request for dispute resolution. Should the Parties fail to reach agreement on the subject of the dispute within thirty (30) days of the request, either Party may pursue the rights and remedies available to it at law or equity. Notwithstanding the foregoing, either Party may resort to a formal legal proceeding for equitable relief at any time, and/or may institute litigation in order to avoid the expiration of any applicable limitations period or to preserve a superior position with respect to creditors.

10. **Governing Law** – This Agreement shall be interpreted in accordance with the plain English meaning of its terms, and the construction thereof shall be governed by the laws of the State of Connecticut, United States of America, excluding Connecticut's choice of law provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods. All disputes, controversies, claims, or suits brought in connection with this Agreement shall be resolved exclusively in a court of competent jurisdiction residing in Connecticut.

11. **Entire Agreement** – The terms and conditions contained in this Agreement constitute the entire agreement between the Parties hereto and shall supersede all previous communications, representations or agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof, and no agreement or understanding varying or extending the same will be binding upon any Party unless in writing, signed by a duly authorized officer or representative thereof.

12. **Non – Disclosure –** With exception for the existence of this Agreement, the Parties hereby agree that neither Party shall disclose to any third party the contents of this Agreement without the prior written approval of the other party except as may be required in the performance of this Agreement.

13. **Counterparts** - This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signature Page Follows]

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

CUSTOMER:	**SIKORSKY:**
HYPERION AIR, LLC	**HELICOPTER SUPPORT, INC. d/b/a SIKORSKY COMMERCIAL, INC.**
By: _____	By: _____
Name: Lawrence Visoski	Name: Shannon M. Palaia
Title: Manager	Title: Contracts Negotiator
Date: 10/13/20	Acceptance Date: October 15, 2020

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Exhibit A

Covered Components –
Helicopter Serial Number and Component Serial Number and Time Since New or Overhaul

			Main Gear Box / Quiet MGB			Intermediate Gear Box		Tail Gear Box	
	Helicopter Serial No.	**Model**	**Serial No.**	**Check if Quiet[1]**	**TSO/N**	**Serial No.**	**TSO/N**	**Serial No.**	**TSO/N**
1	760750	S-76C	A231-00485	X	TSN: 2630.5 TSO: N/A	A242-00472	TSN: 2630.5 TSO: N/A	A239-00477	TSN: 2630.5 TSO: N/A

"TSO/N" means the time since new and time since overhaul (if the Component was previously overhauled).

For each Component, Customer shall identify the Component serial number and TSO/N upon signature of this Agreement and any amendment hereto. Customer shall further identify if a Component is a Main Gear Box with Quiet Technology.

[1] For the S-76B/C model helicopters, the main gear boxes with part numbers 76351-09600-045 and 76351-09600-047 are 'quiet.' All main gear boxes for the S-76D model helicopter are 'quiet' (part numbers 76351-09600-046 and 76351-09600-050).

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Exhibit B

Form of Cancellation or Transfer Request

[TO BE ON CUSTOMER LETTERHEAD]

[DATE]

VIA E-MAIL

Sikorsky Commercial, Inc.
124 Quarry Road M/S K100A
Trumbull, Connecticut 06611-4816

Attention: Timothy Sprau, Program Management Manager
Email: timothy.j.sprau@lmco.com

RE: Powertrain Assurance Program Agreement, Sikorsky Contract No. [_____], [CANCELLATION/TRANSFER] Request

[APPLICABLE TO A CANCELLATION REQUEST]
The undersigned hereby requests cancellation of the above-referenced contract. Pertinent details are as follows:

(i) The requested effective date of cancellation is [_____].

(ii) The Helicopter serial number(s), Component serial numbers, and time since new (TSN) and time since overhaul (TSO) are:

Helicopter S/N	[_____]					
Main Gearbox	S/N	[_____]	TSN	[___]	TSO	[___]
Intermediate Gearbox	S/N	[_____]	TSN	[___]	TSO	[___]
Tail Gearbox	S/N	[_____]	TSN	[___]	TSO	[___]

[APPLICABLE TO A TRANSFER REQUEST]
The undersigned hereby requests transfer of the above-referenced contract. Pertinent details are as follows:

(i) The anticipated effective date of transfer is [_____].

(iii)The Helicopter serial number(s), Component serial numbers, and time since new (TSN) and time since overhaul (TSO) are:

Helicopter S/N	[_____]					
Main Gearbox	S/N	[_____]	TSN	[___]	TSO	[___]

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Intermediate Gearbox	S/N	[_____]	TSN	[___]	TSO	[___]
Tail Gearbox	S/N	[_____]	TSN	[___]	TSO	[___]

(ii) The transferee's information is:

Full legal name [_____]
Mailing address [_____]
[_____]
[_____]

Point of Contact
Name [_____]
Title [_____]
Phone number [_____]
Email address [_____]

(iii)[Insert description of the transaction giving rise to the transfer (e.g., sale, lease, merger, etc.).]

[CUSTOMER NAME]

By: _____

Name: _____

Title: _____

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POWERTRAIN ASSURANCE PROGRAM AGREEMENT

THIS POWERTRAIN ASSURANCE PROGRAM AGREEMENT (this "Agreement"), dated as of the Acceptance Date set forth on the signature page hereto, is made by and between **HELICOPTER SUPPORT, INC. D/B/A SIKORSKY COMMERCIAL, INC.**, a Connecticut corporation with a place of business at 124 Quarry Road, Trumbull, Connecticut 06611, United States ("Sikorsky"), and **HYPERION AIR, LLC** ("Customer"). Within this Agreement, Sikorsky and/or Customer shall each be a "Party" and collectively shall be the "Parties."

WHEREAS, Sikorsky provides parts, service and support for owners and operators of Sikorsky Aircraft Corporation helicopters throughout the world;

WHEREAS, pursuant to a Powertrain Assurance Program Agreement that will expire by its terms on September 30, 2020, Customer purchased from Sikorsky an extended support plan for the gear boxes, known as the Powertrain Assurance Program ("PAP"), for its owned and/or operated S-76® aircraft; and

WHEREAS, Customer desires to enter into this Agreement to continue PAP coverage for such aircraft;

NOW THEREFORE, for valid consideration mutually acknowledged by their signatures hereon, the Parties agree as follows:

I. INFORMATION AND DEFINITIONS FOR THIS AGREEMENT

Sikorsky Contract Number:	**S76D38751PAP**
Customer:	**HYPERION AIR, LLC**
Customer Point of Contact:	6100 Red Hook Quarter B3 St. Thomas, USVI 00802 Attn: Larry Visoski, Manager Phone: 917-868-6145 Fax: 646-350-0954 Email: LVJet@aol.com
Sikorsky Point of Contact: **(Program Matters)**	Timothy Sprau Program Management Manager Sikorsky Commercial, Inc. 124 Quarry Road M/S K100A Trumbull, Connecticut 06611-4816 Office: +1 484-785-5099 Mobile: +1 484-798-3798 Email: timothy.j.sprau@lmco.com

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Sikorsky Point of Contact: (Orders) Customer portal at www.sikorsky360.com

Sikorsky Point of Contact: (Flight Time Reporting & Billing) fleet_program_finance.gr-sik@lmco.com

Helicopter & Coverage Description(s): See Exhibit A attached. Customer shall identify Component serial numbers and times on Exhibit A upon signature of this Agreement and any amendment hereto.

Flight Hour Fee:

S-76A™ Helicopter	2020	2021	2022	2023
Main Gear Box (MGB)	$ 146.83	$ 185.00	$ 194.25	$ 203.96
Intermediate Gear Box (IGB)	$ 9.41	$ 10.00	$ 10.50	$ 11.03
Tail Gear Box (TGB)	$ 19.20	$ 20.00	$ 21.00	$ 22.05
S-76B/C/D™ Helicopter	**2020**	**2021**	**2022**	**2023**
Main Gear Box (MGB)	$ 137.49	$ 185.00	$ 194.25	$ 203.96
Intermediate Gear Box (IGB)	$ 9.24	$ 10.00	$ 10.50	$ 11.03
Tail Gear Box (TGB)	$ 18.48	$ 20.00	$ 21.00	$ 22.05

Minimum Utilization Flight Hours: 120 hours per calendar year, per aircraft (pro-rated for any partial year coverage)

Agreement Effective Date: If the Acceptance Date of this Agreement occurs on or after October 1, 2020, this Agreement shall have retroactive effect from September 30, 2020.

Agreement Expiration Date: December 31, 2023

Attachments: Exhibit A – Covered Components
Exhibit B – Form of Cancellation or Transfer Request

DEFINITIONS

a) "AOG" means a Helicopter cannot fly in its current state solely as a result of a Component's failure; provided, however, that such failure or the absence of a replacement Component is not due to Customer's failure to comply with the terms and conditions of this Agreement.

b) "Component" means those gear boxes identified as "covered" in Exhibit A.

c) "CPL" means the most recent Sikorsky price list for certain parts used on the Helicopter, which is published by Sikorsky and typically updated at the beginning of each calendar year.

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d) "Dollars" or "US$" means the lawful currency of the United States of America.

e) "External Lift Cycle" means the Helicopter's performance of the following sequence of flight-related activity: external load lift, enroute travel, approach to hover, and, release of load and land, or, release of load and depart.

f) "Flight Time" means the time that commences when a helicopter moves under its own power for the purposes of flight and ends when the helicopter comes to rest after landing. A "Flight Hour" means sixty (60) minutes of Flight Time.

g) "Owner" means the record title owner of the Helicopter(s).

h) "Repetitive External Lift" means when the average number of External Lift Cycles exceeds six (6) per Flight Hour during any 250-Flight Hour period based on a moving average, calculated at intervals not to exceed fifty (50) Flight Hours of operation.

i) "Time Between Overhaul" or "TBO" means the maximum number of Flight Hours that may be logged on a component before requiring removal for overhaul as specified in the then-current Helicopter maintenance manual.

II. PROGRAM DESCRIPTION

1. **Sikorsky's Obligation –**

   a) When a Component covered by this Agreement requires overhaul or replacement (rendering it a "Non-Operational Component") during the term of this Agreement, Sikorsky shall, in its sole discretion, either (i) provide Customer with a new, overhauled or repaired Component of the same part number (a "Replacement Component"); or (ii) provide material and/or labor to repair the Non-Operational Component at the location of the Helicopter. A Replacement Component becomes a "Component" for purposes of this Agreement upon installation on the Helicopter for which it was provided. Only Components listed in Exhibit A or Replacement Components will be covered under this Agreement. Any other related or connected parts will not be covered by this Agreement; provided, however, that Sikorsky may, in its sole discretion, elect to provide a part or labor service to prevent an unscheduled removal of a covered Component.

   b) For a Main Gear Box with Quiet Technology, strictly in the event of an AOG situation, Sikorsky may, in its sole discretion, provide Customer with a Main Gear Box without the Quiet Technology in exchange for the Non-Operational Component to support the AOG.

2. **Ordering and Shipment of Replacement Components** – To obtain a Replacement Component for a scheduled exchange requirement, Customer must issue a purchase order to Sikorsky a minimum of one hundred twenty (120) days prior to the requested delivery date. Purchase orders received by Sikorsky within less than one hundred twenty (120) days of the requested delivery date may be subject to additional delays. Each purchase order shall state shipping instructions and a requested delivery date. Sikorsky will ship Replacement

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Components to Customer at Customer's expense, FCA Sikorsky's designated facility (Incoterms 2010). Sikorsky and Customer expressly agree that any additional terms and conditions set forth in Customer's purchase order shall have no effect and that the terms and conditions of this Agreement shall govern all purchase orders issued by Customer to Sikorsky hereunder. In the case of an unscheduled exchange requirement, Sikorsky shall use commercially reasonable efforts to deliver the Replacement Component as soon as possible.

3. **Exchange/Return of Non-Operational Component** – Customer shall, at its own expense, return the Non-Operational Component to Sikorsky within thirty (30) days of Sikorsky's shipment of the Replacement Component and shall provide documentation to Sikorsky to confirm return shipment details. If Customer fails to provide documentation that the shipment of a Non-Operational Component has been initiated within such time period, Customer shall pay to Sikorsky a late return fee of one hundred sixty dollars ($160.00USD) per Component, per day in excess of the thirty (30) day return period. If Sikorsky has not received a Non-Operational Component within six (6) months from the date of Sikorsky's shipment of the Replacement Component, then Customer shall pay to Sikorsky the price for the Replacement Component as listed in Sikorsky's CPL (the "Non-Return Fee"). Should Sikorsky subsequently receive the Non-Operational Component, Sikorsky shall credit to Customer's account an amount equal to ninety percent (90%) of the Non-Return Fee. The Non-Operational Component should be packed in the same container(s) (or Sikorsky-approved equivalent) in which the Replacement Component was received. Customer shall be responsible for any additional repair costs due to damage associated with an improperly packaged Non-Operational Component and/or any damage caused by Customer at the time of removal of the Non-Operational Component. Customer shall provide Sikorsky with a copy of the Non-Operational Component log card prior to shipment, and shall include the original log card in the return container with the Non-Operational Component. Customer shall also retain a copy of the Non-Operational Component log card.

4. **Title Transfer/Risk of Loss** – Title and risk of loss for each Replacement Component supplied to Customer under this Agreement shall be deemed to have been transferred to Customer upon shipment from Sikorsky's facility. Title and risk of loss for each Non-Operational Component shall be deemed to have been transferred to Sikorsky upon delivery to Sikorsky's facility. Customer represents and warrants that, at the time title to any Non-Operational Component is transferred to Sikorsky (thereby constituting a sale), Customer will have full power, authority and legal right to sell such Non-Operational Component to Sikorsky, and such Non-Operational Component will be free and clear of any liens, charges and encumbrances created by or against Customer or arising out of the ownership, possession, operation or use of such Non-Operational Component. Customer hereby indemnifies and holds Sikorsky harmless from any breach of the foregoing representation and warranty.

III. CUSTOMER'S OBLIGATIONS

1. **Administration of Agreement by Customer** – If Customer is not also the Owner of a Helicopter, without releasing Customer from any contractual obligations hereunder, Customer represents and warrants that it is authorized by the Owner to operate and maintain the Helicopter, to administer this Agreement and to be the primary point of contact for billing,

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technical support, logistics support, reporting, and other administrative matters pertaining to the Helicopter and arising under this Agreement. Customer shall save, indemnify, defend and hold harmless Sikorsky and its corporate parents and subsidiaries from and against all claims, losses, damages, costs (including legal costs), expenses and liabilities arising from or relating to disputes between Customer and Owner pertaining to this Agreement. Upon request, Customer shall provide to Sikorsky the Owner's written acknowledgment of the foregoing in a form reasonably acceptable to Sikorsky.

2. **Flight Time Reporting** – Within fifteen (15) days after the end of each month, Customer shall e-mail to Sikorsky a statement, signed by Customer, reporting the Component serial numbers installed on each Helicopter, the time since new and time since overhaul (if the Component was previously overhauled) for each Component, and the total Flight Hours (reporting should be to the nearest tenth of an hour) for each Helicopter during the prior month (the "Flight Time Report") to fleet_program_finance.gr-sik@lmco.com.

   Customer warrants to Sikorsky that all data reported will be correct, and further agrees to grant Sikorsky or its designated representative access to Helicopter records upon reasonable request. If the Flight Time Report is not received within fifteen (15) days after the end of each month, Sikorsky shall notify Customer of such delinquency. If the Flight Time Report is not received within thirty (30) days after providing of such notification, Sikorsky may terminate this Agreement or remove the Helicopter from coverage hereunder in accordance with the termination provisions of Article V.

   Electronic Flight Time Reports will be updated annually and can be provided to Customer upon request, reflecting the Flight Hour Fee for the current calendar year.

3. **Identification and Condition of Components upon Commencement of Agreement** – At the time of signature of this Agreement or any amendment to this Agreement, for each Component installed on a Helicopter, Customer shall identify the serial number and time since new and time since overhaul (if the Component was previously overhauled) by completing the table set forth on Exhibit A attached hereto. Customer represents and warrants that the information contained in Exhibit A attached hereto is correct and that the Components are in good working condition with no known defects. Upon request, Customer shall provide copies of the Component log cards for Sikorsky's review. Sikorsky may refuse coverage for a Component if, in its sole discretion, such Component has not been used or maintained in accordance with the terms or conditions of this Agreement or a preceding PAP agreement.

4. **Use, Operation and Maintenance of Components** – Customer shall use Components solely for the operation of a Helicopter covered under this Agreement. Customer shall obtain Sikorsky's written approval prior to removal of a Component from a PAP-covered Helicopter and installation of such removed Component into any other helicopter, whether or not such helicopter is covered by this Agreement. If Sikorsky discovers that Customer removed a Component from a PAP-covered Helicopter and installed such Component on any other helicopter without Sikorsky's prior approval, Sikorsky may, in its sole discretion, invoice Customer for $5,000.00 USD per occurrence as reimbursement for associated administrative costs.

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Customer further covenants that: (a) Components and other parts and equipment for the applicable Helicopter shall be properly installed; (b) the Components and the applicable Helicopter shall be operated and maintained in accordance with the then-current recommendations or instructions of Sikorsky Aircraft Corporation, as contained in its maintenance manuals, operating instructions, Alert Service Bulletins or as otherwise stated in writing by a duly authorized representative of Sikorsky or Sikorsky Aircraft Corporation; (c) Components shall not be repaired or overhauled by anyone other than Sikorsky without Sikorsky's prior written authorization; and (d) a Helicopter shall not be used for any service other than transport, including but not limited to for Repetitive External Lift, which results or may result in substantially greater wear and tear of any Component than that which occurs on Components under standard transport operating conditions.

Customer acknowledges and agrees that Customer is responsible for complying with all scheduled inspections and other maintenance tasks set forth in the maintenance manuals, operating instructions, Alert Service Bulletins, and other documentation issued by Sikorsky or Sikorsky Aircraft Corporation with respect to maintaining the Components and the applicable Helicopter. Customer shall ensure that reasonable and commercially customary maintenance efforts are made to troubleshoot and fix/adjust Components prior to requesting a replacement.

5. **Metal Contamination** – Customer shall immediately report Component failure due to metal contamination to Sikorsky, and shall comply with Sikorsky's requests for supporting data and/or samples.

6. **Removal of Components** - Customer shall not remove a Component from a Helicopter prior to its TBO without prior authorization from the Sikorsky Point of Contact for Program Matters identified in Article I (or such individual's successor or delegate).

7. **New Helicopter Warranty Waiver for S-76D™ Helicopters** – In the case of a S-76D™ model helicopter, with respect to any Component installed at the time of acceptance of the Helicopter from Sikorsky or its affiliate, Customer waives the original helicopter warranty set forth in the Helicopter's sales agreement for such Component until such time as this Agreement is terminated or expires. In the event that this Agreement is terminated prior to the scheduled expiration of the original warranty set forth in such sales agreement, such original warranty for each Component will be reinstated and Customer shall be entitled only to the remaining or unexpired duration and terms of such original warranty in accordance with the terms and conditions of the sales agreement. With respect to each Component, the provisions of this Agreement, while in effect, operate as a substitute for the original warranty for such Component waived. If Customer is not the only party with the right to exercise the original helicopter warranty, Customer shall provide Sikorsky with such party or parties' written waiver(s) of the original warranty promptly following the Acceptance Date.

IV. PAYMENT AND ADDITIONAL CHARGES

1. **Entry Payment** – With respect to each Component, added to coverage under this Agreement after the Acceptance Date, upon execution of the amendment adding such Component to

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coverage hereunder, Customer agrees to pay to Sikorsky an entry payment for each such Component equal to the applicable Flight Hour Fee set forth in Article I multiplied by the number of Flight Hours accrued on such Component since the Component was new or overhauled (as the case may be) at the time of entry into coverage hereunder.

2. **Flight Hour Fee; Minimum Utilization Flight Hours** – Customer shall pay monthly for each Component an amount equal to the applicable Flight Hour Fee set forth in Article I multiplied by the actual Flight Hours of operation for the applicable Helicopter, as set forth in the Flight Time Report. Customer shall calculate the total Flight Hour Fee for each month (even when zero (0) hours are flown) via the Flight Time Report no later than fifteen (15) days following the end of the month. Sikorsky shall generate an invoice for the total monthly Flight Hour Fee. Customer may also use the Flight Time Report as a self-generated invoice document.

   After the end of each calendar year and upon termination, expiration or transfer of this Agreement, Sikorsky shall invoice Customer for each Component an amount equal to (i) the difference, if any, between the Minimum Utilization Flight Hours set forth in Article I and the actual Flight Hours flown, multiplied by (ii) the applicable Flight Hour Fee set forth in Article I. For calendar year 2020, Flight Hours reported and paid under the Powertrain Assurance Program Agreement that expired by its terms on September 30, 2020 will count toward the 2020 Minimum Utilization Flight Hours under this Agreement.

3. **Unused Hour Charge** – Except in the case of an unscheduled exchange requirement removed pursuant to Article III.6 above, if Customer removes a Component prior to the approved TBO for such Component with at least one hundred (100) Flight Hours remaining (the difference between the TBO and the hours at removal referred to as the "Unused Hours"), Customer shall pay to Sikorsky an amount equal to: (A) the applicable Flight Hour Fee set forth in Article I, multiplied by (B) the difference between the number of Unused Hours less one hundred (100).

4. **Upgradeable Component Charge** – Upon election of a Component upgrade in the future, Sikorsky shall invoice and Customer shall pay the mutually agreed price for such upgrade.

5. **Overhaul Charge** – For any Components not covered by a preceding PAP agreement, Sikorsky may, in its sole discretion, charge Customer additional amounts related to repair work required to place the Component into overhauled condition in accordance with the applicable overhaul and repair manual and Sikorsky's quality standards.

6. **Other Charges** – Customer shall pay all shipping costs related to shipment of Replacement Components to Customer. In the event that a Non-Operational Component has, in Sikorsky's sole discretion, been subject to use or conditions constituting more than ordinary wear or tear (including, but not limited to, accident, lightning, sudden stoppage, corrosion, hard landing, deficient or improper maintenance not in accordance with operator and maintenance manuals, or overtorque), Customer shall be liable to Sikorsky for any and all evaluation, replacement or repair costs relating to the defective Component.

   An additional charge may apply for a S-76B™ model Helicopter. Sikorsky will supply a -044 configuration gear box or newer under this Agreement. In addition to the Flight Hour Fee, an

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additional charge may apply for any such Helicopter for the purchase of the Main Mod Kit #76070-35010-011 if required to install the MGB #76351-09600-044 on a covered Helicopter.

7. **Payment Terms** – All amounts are payable to Sikorsky in U.S. Dollars by no later than thirty (30) days from the date of Sikorsky's invoice to Customer. Interest equivalent to a rate of one and one half percent (1.5%) per month will be charged on all past due amounts. All payments shall be considered interim pending audit of Customer's logbooks by Sikorsky.

   Customers located outside the United States shall make payment by wire transfer to:

   Account No. 31079882
   Account Name: Helicopter Support, Inc.
   Routing No. 021000089
   SWIFT Code: CITIUS33
   Citibank
   399 Park Avenue
   New York, NY 10043

   Customers located in the United States shall make payment by Automated Clearing House (ACH) or Electronic Funds Transfer (EFT) per the above instructions or shall mail payment payable to "Helicopter Support, Inc." at the following address:

   If sent via U.S. postal service,
   JP Morgan Chase Bank
   Attn: Helicopter Support, Inc.
   P.O. Box 26149
   Chicago, IL 60673-6149

   If sent via courier service commercial carrier (FedEx, DHL, etc.),
   JP Morgan Chase Bank
   Attn: Helicopter Support, Inc. Lockbox #26149
   131 S. Dearborn, 6th Floor
   Chicago, IL 60603

   Twenty-four (24) hours before payment, Customer shall e-mail a statement detailing the payment amounts and invoice numbers to sci_ar.gr-sik@lmco.com.

8. **Taxes** – Customer shall pay to Sikorsky any and all taxes (not including any income taxes), fees or duties which may be imposed by any taxing authority arising from the transactions contemplated by this Agreement (including, without limitation, excise and value added taxes, and any import or export duties), and for which Sikorsky may be held responsible for collection or payment, either on its own behalf or that of Customer, upon receipt by Customer of Sikorsky's invoice therefor. Customer shall minimize, to the greatest extent possible, any taxes that may be imposed on Sikorsky. If the transactions contemplated by this Agreement are exempt or excluded from taxation, Customer shall provide tax indemnification to Sikorsky, via a written statement in the format required by the laws of the jurisdiction for which Customer

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is asserting said exemption or exclusion, that the transaction is exempt. Said statement must be provided promptly following execution of this Agreement or Customer will be deemed to have conceded the applicability of said taxes and as such authorizes Sikorsky to collect and remit them to the relevant jurisdiction(s).

V. CANCELLATION, EXPIRATION, TRANSFER OF BENEFITS, TERMINATION AND WARRANTY

1. **Sikorsky's Right to Terminate; Remedies in the Event of Termination** – Sikorsky may, in its sole discretion, terminate this Agreement or remove a Helicopter or a Component from coverage under this Agreement, if any of the following events occur:

   a) If a Helicopter suffers an accident rendering the Helicopter and/or a Component unsalvageable (a total loss).

   b) If a Component is repaired or overhauled by anyone other than Sikorsky without Sikorsky's prior written authorization.

   c) If a Helicopter is used for any service other than transport, including but not limited to for Repetitive External Lift, which results or may result in substantially greater wear and tear of any Component than that which occurs on Components under standard transport operating conditions.

   d) If Replacement Components are used for any purpose other than for the Helicopter(s) covered under this Agreement without Sikorsky's prior written approval.

   e) If Customer attempts to transfer this Agreement or the benefits hereunder to a third party without Sikorsky's written approval, as set forth in Article V.3 below.

   f) If Customer is in default of any other provision of this Agreement and remains in default for a period of thirty (30) days after notice by Sikorsky.

   g) If Customer becomes insolvent or performs or permits any act of bankruptcy, liquidation, reorganization or if a receiver, trustee, or custodian is appointed.

   h) In addition to any rights or remedies otherwise available at law or equity to Sikorsky, or as specifically set forth elsewhere in this Agreement, Sikorsky shall be entitled to the following remedies in the event of a full or partial termination of this Agreement as set forth above:

      i) Customer shall forfeit, and Sikorsky may retain, any credits which would be otherwise owed to Customer, including its successors or assigns, had the Agreement not been fully or partially terminated; and

      ii) Customer shall be liable to Sikorsky for the costs and expenses incurred by Sikorsky arising from or relating to such termination, including but not limited to labor, transportation, removal, disassembly, failure analysis, fault isolation, assembly,

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reinstallation, re-inspection, and retrofit.

2. **Cancellation by Customer; Post-Cancellation Component Limited Warranty**

a) Customer may cancel this Agreement or remove any Component or Helicopter from coverage hereunder at any time following thirty (30) days written notice to Sikorsky and subsequent mutual written agreement of the Parties as to the date of cancellation. Customer's written cancellation notice must include the following information:

(i) The requested effective date of the cancellation (if greater than thirty days from the date of the notice);

(ii) The serial number for each Component;

(iii) The Helicopter serial number on which each Component is installed; and

(iv) The time since new and time since overhaul (if the Component was previously overhauled) for each Component.

A form of cancellation notice is attached as Exhibit B. If Sikorsky identifies any discrepancy between the information contained in Customer's written cancellation notice and Sikorsky's records (including but not limited to a Component serial number, time since new or time since overhaul, etc.), Sikorsky shall notify Customer of such and the parties will work to resolve the discrepancy as promptly as possible.

b) Performance of all obligations of the Parties under this Agreement, including payment of all amounts due to Sikorsky and resolution of any reporting discrepancies, shall be completed up to the date of cancellation. Upon Customer's return to Sikorsky of all Non-Operational Components, if any, and payment of all amounts due to Sikorsky, Customer shall be entitled to a credit to its account at Sikorsky (the "Termination Credit") for each Component installed on a Helicopter as of the date of cancellation. If the Component had been provided to Customer under this Agreement, the Termination Credit is equal to seventy-five percent (75%) of the amounts paid by Customer for such Component since the date such Component was provided to Customer under this Agreement. Otherwise, the Termination Credit for a Component is equal to seventy-five percent (75%) of (A) the amounts paid by Customer for such Component under this Agreement since the Acceptance Date plus (B) any amounts credited to this Agreement for such Component pursuant to a preceding PAP agreement.

c) For any Replacement Component provided to Customer by Sikorsky pursuant to this Agreement within one (1) year prior to the date of cancellation, provided that Customer has returned all Non-Operational Components in accordance with Article II.3 above, Sikorsky warrants to Customer that, for one (1) year after the date of Sikorsky's shipment of the Replacement Component to Customer, such Component shall be free from defects in material and workmanship; provided that Customer provides Sikorsky written notice of any defect within sixty (60) days of Customer's discovery of the defect. Sikorsky's liability

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and Customer's remedy under this limited warranty is limited to the repair or replacement, at Sikorsky's election, of a Component which is determined by Sikorsky to be defective in material or workmanship. Customer shall not return any such item until it has provided written notice of the defect to Sikorsky, and Customer shall include a copy of such written notice with the shipment. Transportation charges (excluding related import and export charges) for the return of such Components to Sikorsky and its reshipment to Customer and the risk of loss thereof will be borne by Sikorsky only if returned in accordance with Sikorsky's written shipping instructions. Repaired or replaced items are warranted for the remainder of the applicable one (1) year limited warranty period. This limited warranty shall not apply to any Components which in Sikorsky's judgment (i) have been repaired or altered outside of Sikorsky's facilities in any way so as to affect the safety, function or reliability of the Component, or (ii) has been subject to misuse, negligence, accident or other abuse. This limited warranty is the sole and exclusive warranty provided by Sikorsky to Customer under this Agreement, in accordance with the provisions of Article VI.7 below.

3. **Transfer of Benefits** – Customer may request, and Sikorsky may agree, to transfer this Agreement or the amounts paid under this Agreement with respect to any or all Components (the "Transfer Credit") to a new owner or operator of the Helicopter(s) under the following conditions:

   a) Customer must notify Sikorsky at least thirty (30) days prior to the intended date of transfer and provide a written request for such transfer to include the following information:

      (i) Full legal name, mailing address, and contact information of the intended transferee;

      (ii) Description of the transaction giving rise to the transfer (e.g., sale, lease, merger, etc.); and

      (iii) Description of the requested scope of the transfer (i.e., entire agreement, partial for specific helicopter only, etc.).

      A form of transfer request is attached as Exhibit B.

   b) Sikorsky will review and approve the party to whom Customer intends to transfer this Agreement, including but not limited to financial stability and intended use of the Helicopter by that third party. Customer shall permit or facilitate any and all requests of Sikorsky to inspect the Helicopter(s) and shall provide Sikorsky with any and all log books and other requested documentation relating to the operation, use, and maintenance of the Helicopter(s). Sikorsky's consent to the requested transfer shall be in its sole discretion and must be in writing. Such consent is conditioned upon the transferee assuming, in writing, all of Customer's obligations under this Agreement and may be conditioned upon renegotiation with the transferee of other terms and conditions of this Agreement or the transferee's execution of a separate PAP agreement (in which case, Sikorsky shall credit the Transfer Credit to such agreement).

   c) Customer must be current in payment of all amounts due to Sikorsky up to and including

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the requested date of transfer, or actual date of transfer if later than requested, including but not limited to, for each Component, an amount equal to (i) the difference, if any, between the Minimum Utilization Flight Hours set forth in Article I (pro-rated up to the date of transfer) and the actual Flight Hours flown, multiplied by (ii) the applicable Flight Hour Fee set forth in Article I.

d) If Customer does not notify Sikorsky at least thirty (30) days prior to the intended date of transfer or Sikorsky receives a transfer request after a Helicopter has been sold, Sikorsky may, in its sole discretion, invoice Customer for $1,000.00 as reimbursement for associated administrative costs.

4. **Expiration of Agreement –** Provided that Customer is not in default, upon expiration of this Agreement, Customer will receive a credit to its account at Sikorsky, determined as follows.

a) If this Agreement is renewed, extended or replaced by a superseding PAP agreement, Customer shall be entitled to a credit applied to the new agreement for each Component installed on a Helicopter as of the date of expiration equal to either: (i) if the Component had been provided to Customer under this Agreement, one hundred percent (100%) of the amounts paid by Customer for such Component since the date such Component was provided to Customer under this Agreement; or (ii) one hundred percent (100%) of the amounts paid by Customer for such Component under this Agreement since the Acceptance Date plus any amounts credited to this Agreement for such Component pursuant a preceding PAP agreement.

b) If this Agreement is not renewed, extended or replaced by a superseding PAP agreement, Customer shall be entitled to a credit to its account at Sikorsky for each Component installed on a Helicopter as of the date of expiration equal to either: (i) if the Component had been provided to Customer under this Agreement, seventy-five percent (75%) of the amounts paid by Customer for such Component since the date such Component was provided to Customer under this Agreement; or (ii) seventy-five percent (75%) of (A) the amounts paid by Customer for such Component under this Agreement since the Acceptance Date plus (B) any amounts credited to this Agreement for such Component pursuant a preceding agreement.

VI. STANDARD TERMS AND CONDITIONS

1. **Excusable Delay and Force Majeure** – Neither Party shall be charged with any liability for failure or delay in performing under this Agreement when such failure or delay is due to causes beyond such Party's reasonable control, the delayed Party has exercised commercially reasonable efforts to mitigate the failure or delay, and has provided the other Party with reasonable notice and periodic updates ("Excusable Delay"). Acts or events which may cause or contribute to an Excusable Delay include but are not limited to acts of God or the public enemy, delays of suppliers, compliance in good faith with any applicable foreign or domestic governmental regulation or order whether or not it proves to be invalid, fires, civil unrest or disobedience, war, terrorism, riots, strikes, lockouts, labor disputes, or unusually severe weather ("Force Majeure"). Notwithstanding the foregoing, Customer shall not be entitled to

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claim Excusable Delay or the occurrence of a Force Majeure with regard to Customer's payment obligations under this Agreement.

2. **Export Licenses** – Customer will, on Sikorsky's request, assist Sikorsky in Sikorsky's efforts to obtain any U.S. government export license or similar authorization which may be required now or hereafter for export of Replacement Components or related data. The Parties acknowledge that this Agreement is conditioned upon the ability of the Parties to conform to the laws and regulations of the United States and its various cognizant departments regarding performance under this Agreement. Customer also agrees that this Agreement is conditioned on Customer's agreement to not re-transfer, re-export or divert any export-controlled Components or other parts, services, or related data if such re-transfer, re-export or diversion would be a violation of any U.S. export or sanctions laws. Any technical data or defense service exported from the United States in support of this Agreement may not be used for the production or manufacture of any defense article and shall not be transferred to a person in a third country or to a national of a third country unless the prior written approval of the U.S. government has been obtained. The foregoing obligation will remain binding on Customer after the termination of this Agreement.

3. **Import Licenses** – With respect to any import laws and other regulations of the country of destination and its various cognizant departments regarding the import of the parts hereunder, Customer shall be solely responsible for advance notification to Sikorsky and obtaining and complying with any and all import licenses or other authorizations which may be required for such activity.

4. **Assignment** – Subject to Article V.3, Transfer of Benefits, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto, but it may not be voluntarily assigned, wholly or in part, by either Party without the prior written consent of the other Party; provided however, that Sikorsky shall have the right to assign this Agreement to Sikorsky Aircraft Corporation or one of its subsidiaries or affiliates without Customer's prior consent. Assignments made in violation of this Paragraph 4 shall be deemed null and void.

5. **Notices** – All notices or communications of any kind under and with respect to this Agreement shall be in the English language. All legal notices pertaining to this Agreement shall be given by hand delivery, registered mail, or commercial carrier (FedEx, DHL, etc.) and addressed as follows: if to Customer, the notice shall be addressed as indicated in Article I; and if to Sikorsky, the notice shall be addressed to: Helicopter Support, Inc. dba Sikorsky Commercial, Inc., c/o Sikorsky Aircraft Corporation, 6900 Main Street, P.O. Box 9729, Stratford, Connecticut 06615, Attn: Vice President – General Counsel. Any legal notice sent by one party to the other shall be effective on the date upon which receipt can be confirmed by the receiving party.

6. **EXCLUSIVE REMEDIES AND WARRANTIES – THE REMEDIES AND WARRANTIES PROVIDED BY SIKORSKY UNDER THIS AGREEMENT ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF (i) ANY AND ALL OTHER REMEDIES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING**

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WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH SUCH WARRANTIES AND ANY OTHER WARRANTIES BEING EXPRESSLY DISCLAIMED HEREBY; AND (ii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN CONTRACT OR TORT, INCLUDING ALL REMEDIES UNDER THE CONNECTICUT PRODUCT LIABILITY ACT WHETHER OR NOT ARISING FROM SIKORSKY'S OR ANY OF ITS CORPORATE PARENTS' OR AFFILIATES' NEGLIGENCE, ACTUAL OR IMPUTED, STRICT TORT LIABILITY OR BREACH OF WARRANTY. NO AGREEMENT VARYING OR EXTENDING THE FOREGOING WARRANTIES, REMEDIES, OR THIS LIMITATION WILL BE BINDING UPON SIKORSKY OR ANY OF ITS CORPORATE PARENTS OR AFFILIATES UNLESS IN WRITING, SIGNED BY A DULY AUTHORIZED OFFICER OF SUCH ENTITY.

7. **Limitation of Liability** – With respect to any item or service provided under this Agreement and alleged to be the cause of any loss or damage to Customer, the sum equal to Sikorsky's established selling price for such item or service shall be the ceiling limit on Sikorsky's or any of its corporate parents' or affiliates' liability, whether founded in contract or tort (including negligence, strict tort liability or breach of warranty), arising out of or resulting from (i) this Agreement or the performance or breach thereof or (ii) the design, manufacture, delivery, sale, repair, replacement, use or furnishing of any item or service. In no event shall Sikorsky or any of its corporate parents or affiliates have any liability for any indirect, incidental, consequential or special damages.

8. **Patent Infringement** – Sikorsky shall indemnify and hold harmless and conduct, at its own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use or resale by Customer of any part or service delivered hereunder directly infringes any United States patent or design but only on the condition that (A) Sikorsky receives prompt written notice of such claim, suit, or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to Customer and defendant for such defense; (B) said part is made according to a specification or design furnished by Sikorsky or, if a process patent is involved, the process performed by the part(s) is recommended in writing by Sikorsky; and (C) the claim, suit, or action is brought against Customer. Provided all of the foregoing conditions have been met, Sikorsky shall, at its own expense, either settle said claim, suit, or action or shall pay all damages excluding consequential damages, and, if the use or resale of such part is finally enjoined, Sikorsky shall promptly, at Sikorsky's option: (i) procure for defendant the right to use or resell the part, (ii) replace the part with an equivalent non-infringing part, or (iii) modify the part so that it becomes non-infringing but equivalent, or (iv) provided that an equivalent non-infringing part is available, remove the part and refund the selling price (less a reasonable allowance for use, damage, and obsolescence).

   If a claim, suit, or action is based on a design or specification furnished by Customer, or on the performance of a process not recommended in writing by Sikorsky, or on the use or sale of the parts delivered hereunder in combination with other helicopter parts not delivered to Customer by Sikorsky, Customer shall indemnify and save Sikorsky and its parent companies harmless

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therefrom.

9. **Disputes** – Prior to a Party initiating a formal legal proceeding relating to a dispute under this Agreement, that Party must provide the other Party(ies) with a written request for dispute resolution. Should the Parties fail to reach agreement on the subject of the dispute within thirty (30) days of the request, either Party may pursue the rights and remedies available to it at law or equity. Notwithstanding the foregoing, either Party may resort to a formal legal proceeding for equitable relief at any time, and/or may institute litigation in order to avoid the expiration of any applicable limitations period or to preserve a superior position with respect to creditors.

10. **Governing Law** – This Agreement shall be interpreted in accordance with the plain English meaning of its terms, and the construction thereof shall be governed by the laws of the State of Connecticut, United States of America, excluding Connecticut's choice of law provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods. All disputes, controversies, claims, or suits brought in connection with this Agreement shall be resolved exclusively in a court of competent jurisdiction residing in Connecticut.

11. **Entire Agreement** – The terms and conditions contained in this Agreement constitute the entire agreement between the Parties hereto and shall supersede all previous communications, representations or agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof, and no agreement or understanding varying or extending the same will be binding upon any Party unless in writing, signed by a duly authorized officer or representative thereof.

12. **Non – Disclosure –** With exception for the existence of this Agreement, the Parties hereby agree that neither Party shall disclose to any third party the contents of this Agreement without the prior written approval of the other party except as may be required in the performance of this Agreement.

13. **Counterparts** - This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signature Page Follows]

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

CUSTOMER:	**SIKORSKY:**
HYPERION AIR, LLC	**HELICOPTER SUPPORT, INC. d/b/a SIKORSKY COMMERCIAL, INC.**
By: _____	By: _____
Name: Lawrence Visoski	Name: Shannon M. Palaia
Title: Manager	Title: Contracts Negotiator
Date: 10/13/20	Acceptance Date: October 15, 2020

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Exhibit A

Covered Components –
Helicopter Serial Number and Component Serial Number and Time Since New or Overhaul

			Main Gear Box / Quiet MGB			Intermediate Gear Box		Tail Gear Box	
	Helicopter Serial No.	**Model**	**Serial No.**	**Check if Quiet[1]**	**TSO/N**	**Serial No.**	**TSO/N**	**Serial No.**	**TSO/N**
1	760750	S-76C	A231-00485	X	TSN: 2630.5 TSO: N/A	A242-00472	TSN: 2630.5 TSO: N/A	A239-00477	TSN: 2630.5 TSO: N/A

"TSO/N" means the time since new and time since overhaul (if the Component was previously overhauled).

For each Component, Customer shall identify the Component serial number and TSO/N upon signature of this Agreement and any amendment hereto. Customer shall further identify if a Component is a Main Gear Box with Quiet Technology.

[1] For the S-76B/C model helicopters, the main gear boxes with part numbers 76351-09600-045 and 76351-09600-047 are 'quiet.' All main gear boxes for the S-76D model helicopter are 'quiet' (part numbers 76351-09600-046 and 76351-09600-050).

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Exhibit B

Form of Cancellation or Transfer Request

[TO BE ON CUSTOMER LETTERHEAD]

[DATE]

VIA E-MAIL

Sikorsky Commercial, Inc.
124 Quarry Road M/S K100A
Trumbull, Connecticut 06611-4816

Attention: Timothy Sprau, Program Management Manager
Email: timothy.j.sprau@lmco.com

RE: Powertrain Assurance Program Agreement, Sikorsky Contract No. [_____], [CANCELLATION/TRANSFER] Request

[APPLICABLE TO A CANCELLATION REQUEST]
The undersigned hereby requests cancellation of the above-referenced contract. Pertinent details are as follows:

(i) The requested effective date of cancellation is [_____].

(ii) The Helicopter serial number(s), Component serial numbers, and time since new (TSN) and time since overhaul (TSO) are:

Helicopter S/N	[_____]					
Main Gearbox	S/N	[_____]	TSN	[___]	TSO	[___]
Intermediate Gearbox	S/N	[_____]	TSN	[___]	TSO	[___]
Tail Gearbox	S/N	[_____]	TSN	[___]	TSO	[___]

[APPLICABLE TO A TRANSFER REQUEST]
The undersigned hereby requests transfer of the above-referenced contract. Pertinent details are as follows:

(i) The anticipated effective date of transfer is [_____].

(iii)The Helicopter serial number(s), Component serial numbers, and time since new (TSN) and time since overhaul (TSO) are:

Helicopter S/N	[_____]					
Main Gearbox	S/N	[_____]	TSN	[___]	TSO	[___]

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Intermediate Gearbox	S/N	[_____]	TSN	[___]	TSO	[___]
Tail Gearbox	S/N	[_____]	TSN	[___]	TSO	[___]

(ii) The transferee's information is:

Full legal name [_____]
Mailing address [_____]
[_____]
[_____]

Point of Contact
Name [_____]
Title [_____]
Phone number [_____]
Email address [_____]

(iii)[Insert description of the transaction giving rise to the transfer (e.g., sale, lease, merger, etc.).]

[CUSTOMER NAME]

By: _____

Name: _____

Title: _____

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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CWA
Date: 10/10/19 Program: S-76
Proposal Number: N/A
Authorization:
Shannon M. P

POWERTRAIN ASSURANCE PROGRAM AGREEMENT

THIS POWERTRAIN ASSURANCE PROGRAM AGREEMENT (this "Agreement"), dated as of the Acceptance Date set forth on the signature page hereto, is made by and between **HELICOPTER SUPPORT, INC. D/B/A SIKORSKY COMMERCIAL, INC.**, a Connecticut corporation with a place of business at 124 Quarry Road, Trumbull, Connecticut 06611, United States ("Sikorsky"), and **HYPERION AIR LLC**, a company with a place of business at 6100 Red Hook, Quarter B3, St. Thomas, United States Virgin Islands 00802 ("Customer"). Within this Agreement, Sikorsky and/or Customer shall each be a "Party" and collectively shall be the "Parties."

WHEREAS, Sikorsky provides parts, service and support for owners and operators of Sikorsky Aircraft Corporation helicopters throughout the world, including an extended support plan for the gear boxes for the S-76® helicopter, known as the Powertrain Assurance Program ("PAP");

WHEREAS, on or about July 13, 2019 (the "Purchase Date"), Customer purchased from the owner the S-76 helicopter with serial number 760750;

WHEREAS, Sikorsky was providing PAP for the gear boxes of such helicopter pursuant to the Powertrain Assurance Program Agreement (Contract No. S76I12260PAP), dated as of July 1, 2017, by and between Sikorsky and the helicopter's manager, Executive Jet Management, Inc. (the "Seller Contract");

WHEREAS, as a result of the sale, the manager has authorized, or intends to authorize, the transfer to Customer of all accruals under the Seller Contract as of the Sale Date in respect to such helicopter (the "Seller Authorization"); and

WHEREAS, Customer desires to enter into this Agreement with Sikorsky to continue PAP coverage of such helicopter;

NOW THEREFORE, for valid consideration mutually acknowledged by their signatures hereon, the Parties agree as follows:

I. INFORMATION AND DEFINITIONS FOR THIS AGREEMENT

Sikorsky Contract Number:	S76D37526PAP
Customer:	**Hyperion Air LLC**
Customer Point of Contact:	6100 Red Hook Quarter B3 St. Thomas, USVI 00802 Attn: [Larry Visoski] Phone: [917-868-6145] Fax: [646-350-0954] E-mail: [ ] LVJET@aol.com

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Sikorsky Point of Contact:
(Program Matters)

Tim Bshara
Business Development Manager
Sikorsky Commercial, Inc.
6 Corporate Drive, 8th Floor
Shelton, CT 06484
Office: 203-944-3851
Fax: 860-660-9461
Email: tim.j.bshara@lmco.com

Sikorsky Point of Contact:
(Orders)

Customer portal at www.sikorsky360.com

Sikorsky Point of Contact:
(Flight Time Reporting & Billing)

fleet_program_finance.gr-sik@lmco.com

Helicopter & Coverage Description(s): See Exhibit A attached. Customer shall identify Component serial numbers and times on Exhibit A upon signature of this Agreement and any amendment hereto.

Flight Hour Fee:

S-76A™ Helicopter	**2019**
Main Gear Box (MGB)	**$ 139.84**
Intermediate Gear Box (IGB)	**$ 8.96**
Tail Gear Box (TGB)	**$ 18.29**
S-76B/C/D™ Helicopter	**2019**
Main Gear Box (MGB)	**$ 130.94**
Intermediate Gear Box (IGB)	**$ 8.80**
Tail Gear Box (TGB)	**$ 17.60**

Minimum Utilization Flight Hours: 120 hours per calendar year, per aircraft (pro-rated for any partial year coverage)

Agreement Expiration Date: December 31, 2019

Attachment: Exhibit A – Covered Components

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DEFINITIONS

a) "AOG" means a Helicopter cannot fly in its current state solely as a result of a Component's failure; provided, however, that such failure or the absence of a replacement Component is not due to Customer's failure to comply with the terms and conditions of this Agreement.

b) "Component" means those gear boxes identified as "covered" in Exhibit A.

c) "CPL" means the most recent Sikorsky price list for certain parts used on the Helicopter, which is published by Sikorsky and typically updated at the beginning of each calendar year.

d) "Dollars" or "US$" means the lawful currency of the United States of America.

e) "External Lift Cycle" means the Helicopter's performance of the following sequence of flight-related activity: external load lift, enroute travel, approach to hover, and, release of load and land, or, release of load and depart.

f) "Flight Time" means the time that commences when a helicopter moves under its own power for the purposes of flight and ends when the helicopter comes to rest after landing. A "Flight Hour" means sixty (60) minutes of Flight Time.

g) "Owner" means the record title owner of the Helicopter(s).

h) "Repetitive External Lift" means when the average number of External Lift Cycles exceeds six (6) per Flight Hour during any 250-Flight Hour period based on a moving average, calculated at intervals not to exceed fifty (50) Flight Hours of operation.

i) "Time Between Overhaul" or "TBO" means the maximum number of Flight Hours that may be logged on a component before requiring removal for overhaul as specified in the then-current Helicopter maintenance manual.

II. PROGRAM DESCRIPTION

1. **Sikorsky's Obligation –**

   a) When a Component covered by this Agreement requires overhaul or replacement (rendering it a "Non-Operational Component") during the term of this Agreement, Sikorsky shall, in its sole discretion, either (i) provide Customer with a new, overhauled or repaired Component of the same part number (a "Replacement Component"); or (ii) provide material and/or labor to repair the Non-Operational Component at the location of the Helicopter. A Replacement Component becomes a "Component" for purposes of this Agreement upon installation on the Helicopter for which it was provided.

   b) For a Main Gear Box with Quiet Technology, strictly in the event of an AOG situation, Sikorsky may, in its sole discretion, provide Customer with a Main Gear Box without the Quiet Technology in exchange for the Non-Operational Component to support the AOG.

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2. **Ordering and Shipment of Replacement Components** – To obtain a Replacement Component for a scheduled exchange requirement, Customer must issue a purchase order to Sikorsky a minimum of one hundred twenty (120) days prior to the requested delivery date. Purchase orders received by Sikorsky within less than one hundred twenty (120) days of the requested delivery date may be subject to additional delays. Each purchase order shall state shipping instructions and a requested delivery date. Sikorsky will ship Replacement Components to Customer at Customer's expense, FCA Sikorsky's designated facility (Incoterms 2010). Sikorsky and Customer expressly agree that any additional terms and conditions set forth in Customer's purchase order shall have no effect and that the terms and conditions of this Agreement shall govern all purchase orders issued by Customer to Sikorsky hereunder. In the case of an unscheduled exchange requirement, Sikorsky shall use commercially reasonable efforts to deliver the Replacement Component as soon as possible.

3. **Exchange/Return of Non-Operational Component** – Customer shall, at its own expense, return the Non-Operational Component to Sikorsky within thirty (30) days of Sikorsky's shipment of the Replacement Component and shall provide documentation to Sikorsky to confirm return shipment details. If Customer fails to provide documentation that the shipment of a Non-Operational Component has been initiated within such time period, Customer shall pay to Sikorsky a late return fee of one hundred sixty dollars ($160.00USD) per Component, per day in excess of the thirty (30) day return period. If Sikorsky has not received a Non-Operational Component within six (6) months from the date of Sikorsky's shipment of the Replacement Component, then Customer shall pay to Sikorsky the price for the Replacement Component as listed in Sikorsky's CPL (the "Non-Return Fee"). Should Sikorsky subsequently receive the Non-Operational Component, Sikorsky shall credit to Customer's account an amount equal to ninety percent (90%) of the Non-Return Fee. The Non-Operational Component should be packed in the same container(s) (or Sikorsky-approved equivalent) in which the Replacement Component was received. Customer shall be responsible for any additional repair costs due to damage associated with an improperly packaged Non-Operational Component and/or any damage caused by Customer at the time of removal of the Non-Operational Component. Customer shall provide Sikorsky with a copy of the Non-Operational Component log card prior to shipment, and shall include the original log card in the return container with the Non-Operational Component. Customer shall also retain a copy of the Non-Operational Component log card.

4. **Title Transfer/Risk of Loss** – Title and risk of loss for each Replacement Component supplied to Customer under this Agreement shall be deemed to have been transferred to Customer upon shipment from Sikorsky's facility. Title and risk of loss for each Non-Operational Component shall be deemed to have been transferred to Sikorsky upon delivery to Sikorsky's facility. Customer represents and warrants that, at the time title to any Non-Operational Component is transferred to Sikorsky (thereby constituting a sale), Customer will have full power, authority and legal right to sell such Non-Operational Component to Sikorsky, and such Non-Operational Component will be free and clear of any liens, charges and encumbrances created by or against Customer or arising out of the ownership, possession, operation or use of such Non-Operational Component. Customer hereby indemnifies and holds Sikorsky harmless from any breach of the foregoing representation and warranty.

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5. **Transportation and Labor Costs for Failures within One Hundred Hours** – If a Replacement Component from Sikorsky fails upon installation or within one hundred (100) hours of installation, Sikorsky's sole and exclusive obligation shall be to reimburse Customer: (i) the actual and documented transportation costs for the return of the Non-Operational Component to Sikorsky and shipment of the Replacement Component to Customer; (ii) up to, but not exceeding, four thousand dollars ($4,000.00USD) for labor costs associated with removal of a Main Gear Box; and (iii) up to, but not exceeding, seven hundred fifty dollars ($750.00USD) for labor costs associated with removal of other Components covered by this Agreement. Customer shall be responsible for all other transportation and labor costs in excess of the amounts noted herein.

III. CUSTOMER'S OBLIGATIONS

1. **Administration of Agreement by Customer** – If Customer is not also the Owner of a Helicopter, without releasing Customer from any contractual obligations hereunder, Customer represents and warrants that it is authorized by the Owner to operate and maintain the Helicopter, to administer this Agreement and to be the primary point of contact for billing, technical support, logistics support, reporting, and other administrative matters pertaining to the Helicopter and arising under this Agreement. Customer shall save, indemnify, defend and hold harmless Sikorsky and its corporate parents and subsidiaries from and against all claims, losses, damages, costs (including legal costs), expenses and liabilities arising from or relating to disputes between Customer and Owner pertaining to this Agreement. Upon request, Customer shall provide to Sikorsky the Owner's written acknowledgment of the foregoing in a form reasonably acceptable to Sikorsky.

2. **Flight Time Reporting** – Within fifteen (15) days after the end of each month, Customer shall e-mail to Sikorsky a statement, signed by Customer, reporting the Component serial numbers installed on each Helicopter, the time since new and time since overhaul (if the Component was previously overhauled) for each Component, and the total Flight Hours (reporting should be to the nearest tenth of an hour) for each Helicopter during the prior month (the "Flight Time Report") to fleet_program_finance.gr-sik@lmco.com. Alternatively, Customer may use Sikorsky's customer portal at www.sikorsky360.com to report monthly Flight Hours via the Online Flight Time Report.

   Customer warrants to Sikorsky that all data reported will be correct, and further agrees to grant Sikorsky or its designated representative access to Helicopter records upon reasonable request. If the Flight Time Report is not received within fifteen (15) days after the end of each month, Sikorsky shall notify Customer of such delinquency. If the Flight Time Report is not received within thirty (30) days after providing of such notification, Sikorsky may terminate this Agreement or remove the Helicopter from coverage hereunder in accordance with the termination provisions of Article V.

   Electronic Flight Time Reports will be updated annually and can be provided to Customer upon request, reflecting the Flight Hour Fee for the current calendar year.

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3. **Identification and Condition of Components upon Commencement of Agreement** – At the time of signature of this Agreement or any amendment to this Agreement, for each Component installed on a Helicopter, Customer shall identify the serial number and time since new and time since overhaul (if the Component was previously overhauled) by completing the table set forth on Exhibit A attached hereto. Customer represents and warrants that the information contained in Exhibit A attached hereto is correct and that the Components are in good working condition with no known defects. Upon request, Customer shall provide copies of the Component log cards for Sikorsky's review. Sikorsky may refuse coverage for a Component if, in its sole discretion, such Component has not been used or maintained in accordance with the terms or conditions of this Agreement or a preceding PAP agreement.

4. **Use, Operation and Maintenance of Components –** Customer shall use Components solely for the operation of a Helicopter covered under this Agreement. Customer shall obtain Sikorsky's written approval prior to removal of a Component from a PAP-covered Helicopter and installation of such removed Component into any other helicopter, whether or not such helicopter is covered by this Agreement.

   Customer further covenants that: (a) Components and other parts and equipment for the applicable Helicopter shall be properly installed; (b) the Components and the applicable Helicopter shall be operated and maintained in accordance with the then-current recommendations or instructions of Sikorsky Aircraft Corporation, as contained in its maintenance manuals, operating instructions, Alert Service Bulletins or as otherwise stated in writing by a duly authorized representative of Sikorsky or Sikorsky Aircraft Corporation; (c) Components shall not be repaired or overhauled by anyone other than Sikorsky without Sikorsky's prior written authorization; and (d) a Helicopter shall not be used for any service other than transport, including but not limited to for Repetitive External Lift, which results or may result in substantially greater wear and tear of any Component than that which occurs on Components under standard transport operating conditions.

5. **Metal Contamination** – Customer shall immediately report Component failure due to metal contamination to Sikorsky, and shall comply with Sikorsky's requests for supporting data and/or samples.

6. **Removal of Components** - Customer shall not remove a Component from a Helicopter prior to its TBO without prior authorization from a Sikorsky Field Service Representative.

7. **New Helicopter Warranty Waiver for S-76D™ Helicopters** – In the case of a S-76D™ model helicopter, with respect to any Component installed at the time of acceptance of the Helicopter from Sikorsky or its affiliate, Customer waives the original helicopter warranty set forth in the Helicopter's sales agreement for such Component until such time as this Agreement is terminated or expires. In the event that this Agreement is terminated prior to the scheduled expiration of the original warranty set forth in such sales agreement, such original warranty for each Component will be reinstated and Customer shall be entitled only to the remaining or unexpired duration and terms of such original warranty in accordance with the terms and conditions of the sales agreement. With respect to each Component, the provisions of this Agreement, while in effect, operate as a substitute for the original warranty for such

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Component waived. If Customer is not the only party with the right to exercise the original helicopter warranty, Customer shall provide Sikorsky with such party or parties' written waiver(s) of the original warranty promptly following the Acceptance Date.

IV. PAYMENT AND ADDITIONAL CHARGES

1. **Entry Payment** –

   (a) With respect to each Component, upon execution of this Agreement, Customer agrees to pay to Sikorsky an entry payment for each such Component equal to the applicable Flight Hour Fee set forth in Article I multiplied by the number of Flight Hours accrued on such Component between the Sale Date and the Acceptance Date of this Agreement (if any).

   (b) With respect to any Component added to coverage after the Acceptance Date of this Agreement, upon of the, upon execution of an amendment adding such Component to coverage hereunder, Customer agrees to pay to Sikorsky an entry payment for each such Component equal to the applicable Flight Hour Fee set forth in Article I multiplied by the number of Flight Hours accrued on such Component since the Component was new or overhauled (as the case may be) at the time of entry into coverage hereunder.

2. **Flight Hour Fee** – Customer shall pay monthly for each Component an amount equal to the applicable Flight Hour Fee set forth in Article I multiplied by the actual Flight Hours of operation for the applicable Helicopter, as set forth in the Flight Time Report. Customer shall calculate the total Flight Hour Fee for each month (even when zero (0) hours are flown) via the Flight Time Report no later than fifteen (15) days following the end of the month. Sikorsky shall generate an invoice for the total monthly Flight Hour Fee. Customer may also use the Flight Time Report as a self-generated invoice document.

   After the end of each calendar year and upon termination, expiration or transfer of this Agreement, Sikorsky shall invoice Customer for each Component an amount equal to (i) the difference, if any, between the Minimum Utilization Flight Hours set forth in Article I and the actual Flight Hours flown, multiplied by (ii) the applicable Flight Hour Fee set forth in Article I.

3. **Unused Hour Charge** – Except in the case of an unscheduled exchange requirement removed pursuant to Article III.6 above, if Customer removes a Component prior to the approved TBO for such Component with at least one hundred (100) Flight Hours remaining (the difference between the TBO and the hours at removal referred to as the "Unused Hours"), Customer shall pay to Sikorsky an amount equal to: (A) the applicable Flight Hour Fee set forth in Article I, multiplied by (B) the difference between the number of Unused Hours less one hundred (100).

4. **Upgradeable Component Charge –** Upon election of a Component upgrade in the future, Sikorsky shall invoice and Customer shall pay the mutually agreed price for such upgrade.

5. **Overhaul Charge** – For any Components not covered by a preceding PAP agreement, Sikorsky may, in its sole discretion, charge Customer additional amounts related to repair work

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required to place the Component into overhauled condition in accordance with the applicable overhaul and repair manual and Sikorsky's quality standards.

6. **Other Charges** – Customer shall pay all shipping costs related to shipment of Replacement Components to Customer. In the event that a Non-Operational Component has, in Sikorsky's sole discretion, been subject to use or conditions constituting more than ordinary wear or tear (including, but not limited to, accident, lightning, sudden stoppage, corrosion, hard landing, deficient or improper maintenance not in accordance with operator and maintenance manuals, or overtorque), Customer shall be liable to Sikorsky for any and all evaluation, replacement or repair costs relating to the defective Component.

   An additional charge may apply for a S-76B™ model Helicopter. Sikorsky will supply a -044 configuration gear box or newer under this Agreement. In addition to the Flight Hour Fee, an additional charge may apply for any such Helicopter for the purchase of the Main Mod Kit #76070-35010-011 if required to install the MGB #76351-09600-044 on a covered Helicopter.

7. **Payment Terms** – All amounts are payable to Sikorsky in U.S. Dollars by no later than thirty (30) days from the date of Sikorsky's invoice to Customer. Interest equivalent to a rate of one and one half percent (1.5%) per month will be charged on all past due amounts. All payments shall be considered interim pending audit of Customer's logbooks by Sikorsky.

   Customers located outside the United States shall make payment by wire transfer to:

   Account No. 31079882
   Account Name: Helicopter Support, Inc.
   Routing No. 021000089
   SWIFT Code: CITIUS33
   Citibank
   399 Park Avenue
   New York, NY 10043

   Customers located in the United States shall make payment by Automated Clearing House (ACH) or Electronic Funds Transfer (EFT) per the above instructions or shall mail payment payable to "Helicopter Support, Inc." at the following address:

   If sent via U.S. postal service,
   JP Morgan Chase Bank
   Attn: Helicopter Support, Inc.
   P.O. Box 26149
   Chicago, IL 60673-6149

   If sent via courier service commercial carrier (FedEx, DHL, etc.),
   JP Morgan Chase Bank
   Attn: Helicopter Support, Inc. Lockbox #26149
   131 S. Dearborn, 6th Floor
   Chicago, IL 60603

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Twenty-four (24) hours before payment, Customer shall e-mail a statement detailing the payment amounts and invoice numbers to sci_ar.gr-sik@lmco.com.

8. **Taxes** – Customer shall pay to Sikorsky any and all taxes (not including any income taxes), fees or duties which may be imposed by any taxing authority arising from the transactions contemplated by this Agreement (including, without limitation, excise and value added taxes, and any import or export duties), and for which Sikorsky may be held responsible for collection or payment, either on its own behalf or that of Customer, upon receipt by Customer of Sikorsky's invoice therefor. Customer shall minimize, to the greatest extent possible, any taxes that may be imposed on Sikorsky. If the transactions contemplated by this Agreement are exempt or excluded from taxation, Customer shall provide tax indemnification to Sikorsky, via a written statement in the format required by the laws of the jurisdiction for which Customer is asserting said exemption or exclusion, that the transaction is exempt. Said statement must be provided promptly following execution of this Agreement or Customer will be deemed to have conceded the applicability of said taxes and as such authorizes Sikorsky to collect and remit them to the relevant jurisdiction(s).

V. CANCELLATION, EXPIRATION, TRANSFER OF BENEFITS, TERMINATION AND WARRANTY

1. **Sikorsky's Right to Terminate; Remedies in the Event of Termination** – Sikorsky may, in its sole discretion, terminate this Agreement or remove a Helicopter or a Component from coverage under this Agreement, if any of the following events occur:

   a) If a Helicopter suffers an accident rendering the Helicopter and/or a Component unsalvageable (a total loss).

   b) If a Component is repaired or overhauled by anyone other than Sikorsky without Sikorsky's prior written authorization.

   c) If a Helicopter is used for any service other than transport, including but not limited to for Repetitive External Lift, which results or may result in substantially greater wear and tear of any Component than that which occurs on Components under standard transport operating conditions.

   d) If Replacement Components are used for any purpose other than for the Helicopter(s) covered under this Agreement without Sikorsky's prior written approval.

   e) If Customer attempts to transfer this Agreement or the benefits hereunder to a third party without Sikorsky's written approval, as set forth in Article V.3 below.

   f) If Customer is in default of any other provision of this Agreement and remains in default for a period of thirty (30) days after notice by Sikorsky.

   g) If Customer becomes insolvent or performs or permits any act of bankruptcy, liquidation, reorganization or if a receiver, trustee, or custodian is appointed.

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h) In addition to any rights or remedies otherwise available at law or equity to Sikorsky, or as specifically set forth elsewhere in this Agreement, Sikorsky shall be entitled to the following remedies in the event of a full or partial termination of this Agreement as set forth above:

i) Customer shall forfeit, and Sikorsky may retain, any credits which would be otherwise owed to Customer, including its successors or assigns, had the Agreement not been fully or partially terminated; and

ii) Customer shall be liable to Sikorsky for the costs and expenses incurred by Sikorsky arising from or relating to such termination, including but not limited to labor, transportation, removal, disassembly, failure analysis, fault isolation, assembly, reinstallation, re-inspection, and retrofit.

2. **Cancellation by Customer; Post-Cancellation Component Limited Warranty**

a) Customer may cancel this Agreement or remove any Component or Helicopter from coverage hereunder at any time following thirty (30) days written notice to Sikorsky and subsequent mutual written agreement of the Parties as to the date of cancellation. Customer's written cancellation notice must include the following information:

(i) The requested effective date of the cancellation (if greater than thirty days from the date of the notice);

(ii) The serial number for each Component;

(iii)The Helicopter serial number on which each Component is installed; and

(iv)The time since new and time since overhaul (if the Component was previously overhauled) for each Component.

If Sikorsky identifies any discrepancy between the information contained in Customer's written cancellation notice and Sikorsky's records (including but not limited to a Component serial number, time since new or time since overhaul, etc.), Sikorsky shall notify Customer of such and the parties will work to resolve the discrepancy as promptly as possible.

b) Performance of all obligations of the Parties under this Agreement, including payment of all amounts due to Sikorsky and resolution of any reporting discrepancies, shall be completed up to the date of cancellation. Upon Customer's return to Sikorsky of all Non-Operational Components, if any, and payment of all amounts due to Sikorsky, Customer shall be entitled to a credit to its account at Sikorsky (the "Termination Credit") for each Component installed on a Helicopter as of the date of cancellation. If the Component had been provided to Customer under this Agreement, the Termination Credit is equal to seventy-five percent (75%) of the amounts paid by Customer for such Component since the date such Component was provided to Customer under this Agreement. Otherwise, the

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Termination Credit for a Component is equal to seventy-five percent (75%) of (A) the amounts paid by Customer for such Component under this Agreement since the Acceptance Date plus (B) any amounts credited to this Agreement for such Component pursuant to a preceding PAP agreement.

c) For any Replacement Component provided to Customer by Sikorsky pursuant to this Agreement within one (1) year prior to the date of cancellation, provided that Customer has returned all Non-Operational Components in accordance with Article II.3 above, Sikorsky warrants to Customer that, for one (1) year after the date of Sikorsky's shipment of the Replacement Component to Customer, such Component shall be free from defects in material and workmanship; provided that Customer provides Sikorsky written notice of any defect within sixty (60) days of Customer's discovery of the defect. Sikorsky's liability and Customer's remedy under this limited warranty is limited to the repair or replacement, at Sikorsky's election, of a Component which is determined by Sikorsky to be defective in material or workmanship. Customer shall not return any such item until it has provided written notice of the defect to Sikorsky, and Customer shall include a copy of such written notice with the shipment. Transportation charges (excluding related import and export charges) for the return of such Components to Sikorsky and its reshipment to Customer and the risk of loss thereof will be borne by Sikorsky only if returned in accordance with Sikorsky's written shipping instructions. Repaired or replaced items are warranted for the remainder of the applicable one (1) year limited warranty period. This limited warranty shall not apply to any Components which in Sikorsky's judgment (i) have been repaired or altered outside of Sikorsky's facilities in any way so as to affect the safety, function or reliability of the Component, or (ii) has been subject to misuse, negligence, accident or other abuse. This limited warranty is the sole and exclusive warranty provided by Sikorsky to Customer under this Agreement, in accordance with the provisions of Article VI.7 below.

3. **Transfer of Benefits** – Customer may request, and Sikorsky may agree, to transfer this Agreement or the amounts paid under this Agreement with respect to any or all Components (the "Transfer Credit") to a new owner or operator of the Helicopter(s) under the following conditions:

a) Customer must notify Sikorsky at least thirty (30) days prior to the intended date of transfer and provide a written request for such transfer to include the following information:

(i) Full legal name, mailing address, and contact information of the intended transferee;

(ii) Description of the transaction giving rise to the transfer (e.g., sale, lease, merger, etc.);

(iii) Description of the requested scope of the transfer (i.e., entire agreement, partial for specific helicopter only, etc.); and

(iv) A written statement by the intended transferee of its intent to continue PAP coverage.

b) Sikorsky will review and approve the party to whom Customer intends to transfer this

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Agreement, including but not limited to financial stability and intended use of the Helicopter by that third party. Customer shall permit or facilitate any and all requests of Sikorsky to inspect the Helicopter(s) and shall provide Sikorsky with any and all log books and other requested documentation relating to the operation, use, and maintenance of the Helicopter(s). Sikorsky's consent to the requested transfer shall be in its sole discretion. Such consent is conditioned upon the transferee assuming all of Customer's obligations under this Agreement and may be conditioned upon renegotiation with the transferee of other terms and conditions of this Agreement or the transferee's execution of a separate PAP agreement (in which case, Sikorsky shall credit the Transfer Credit to such agreement).

c) Customer must be current in payment of all amounts due to Sikorsky up to and including the requested date of transfer, or actual date of transfer if later than requested, including but not limited to, for each Component, an amount equal to (i) the difference, if any, between the Minimum Utilization Flight Hours set forth in Article I (pro-rated up to the date of transfer) and the actual Flight Hours flown, multiplied by (ii) the applicable Flight Hour Fee set forth in Article I.

4. **Expiration of Agreement** – Provided that Customer is not in default, upon expiration of this Agreement, Customer will receive a credit to its account at Sikorsky, determined as follows.

a) If this Agreement is renewed, extended or replaced by a superseding PAP agreement, Customer shall be entitled to a credit applied to the new agreement for each Component installed on a Helicopter as of the date of expiration equal to either: (i) if the Component had been provided to Customer under this Agreement, one hundred percent (100%) of the amounts paid by Customer for such Component since the date such Component was provided to Customer under this Agreement; or (ii) one hundred percent (100%) of the amounts paid by Customer for such Component under this Agreement since the Acceptance Date plus any amounts credited to this Agreement for such Component pursuant a preceding PAP agreement.

b) If this Agreement is not renewed, extended or replaced by a superseding PAP agreement, Customer shall be entitled to a credit to its account at Sikorsky for each Component installed on a Helicopter as of the date of expiration equal to either: (i) if the Component had been provided to Customer under this Agreement, seventy-five percent (75%) of the amounts paid by Customer for such Component since the date such Component was provided to Customer under this Agreement; or (ii) seventy-five percent (75%) of (A) the amounts paid by Customer for such Component under this Agreement since the Acceptance Date plus (B) any amounts credited to this Agreement for such Component pursuant a preceding agreement.

VI. STANDARD TERMS AND CONDITIONS

1. **Excusable Delay and Force Majeure** – Neither Party shall be charged with any liability for failure or delay in performing under this Agreement when such failure or delay is due to causes beyond such Party's reasonable control, the delayed Party has exercised commercially

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reasonable efforts to mitigate the failure or delay, and has provided the other Party with reasonable notice and periodic updates ("Excusable Delay"). Acts or events which may cause or contribute to an Excusable Delay include but are not limited to acts of God or the public enemy, delays of suppliers, compliance in good faith with any applicable foreign or domestic governmental regulation or order whether or not it proves to be invalid, fires, civil unrest or disobedience, war, terrorism, riots, strikes, lockouts, labor disputes, or unusually severe weather ("Force Majeure"). Notwithstanding the foregoing, Customer shall not be entitled to claim Excusable Delay or the occurrence of a Force Majeure with regard to Customer's payment obligations under this Agreement.

2. **Export Licenses –** Customer will, on Sikorsky's request, assist Sikorsky in Sikorsky's efforts to obtain any U.S. government export license or similar authorization which may be required now or hereafter for export of Replacement Components or related data. The Parties acknowledge that this Agreement is conditioned upon the ability of the Parties to conform to the laws and regulations of the United States and its various cognizant departments regarding performance under this Agreement. Customer also agrees that this Agreement is conditioned on Customer's agreement to not re-transfer, re-export or divert any export-controlled Components or other parts, services, or related data if such re-transfer, re-export or diversion would be a violation of any U.S. export or sanctions laws. Any technical data or defense service exported from the United States in support of this Agreement may not be used for the production or manufacture of any defense article and shall not be transferred to a person in a third country or to a national of a third country unless the prior written approval of the U.S. government has been obtained. The foregoing obligation will remain binding on Customer after the termination of this Agreement.

3. **Import Licenses** – With respect to any import laws and other regulations of the country of destination and its various cognizant departments regarding the import of the parts hereunder, Customer shall be solely responsible for advance notification to Sikorsky and obtaining and complying with any and all import licenses or other authorizations which may be required for such activity.

4. **Assignment** – Subject to Article V.3, Transfer of Benefits, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto, but it may not be voluntarily assigned, wholly or in part, by either Party without the prior written consent of the other Party; provided however, that Sikorsky shall have the right to assign this Agreement to Sikorsky Aircraft Corporation or one of its subsidiaries or affiliates without Customer's prior consent. Assignments made in violation of this Paragraph 4 shall be deemed null and void.

5. **Notices** – All notices or communications of any kind under and with respect to this Agreement shall be in the English language. All legal notices pertaining to this Agreement shall be given by hand delivery, registered mail, or commercial carrier (FedEx, DHL, etc.) and addressed as follows: if to Customer, the notice shall be addressed as indicated in Article I; and if to Sikorsky, the notice shall be addressed to: Helicopter Support, Inc. dba Sikorsky Commercial, Inc., c/o Sikorsky Aircraft Corporation, 6900 Main Street, P.O. Box 9729, Stratford, Connecticut 06615, Attn: Vice President – General Counsel. Any legal notice sent by one party

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to the other shall be effective on the date upon which receipt can be confirmed by the receiving party.

6. **EXCLUSIVE REMEDIES AND WARRANTIES – THE REMEDIES AND WARRANTIES PROVIDED BY SIKORSKY UNDER THIS AGREEMENT ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF (i) ANY AND ALL OTHER REMEDIES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH SUCH WARRANTIES AND ANY OTHER WARRANTIES BEING EXPRESSLY DISCLAIMED HEREBY; AND (ii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN CONTRACT OR TORT, INCLUDING ALL REMEDIES UNDER THE CONNECTICUT PRODUCT LIABILITY ACT WHETHER OR NOT ARISING FROM SIKORSKY'S OR ANY OF ITS CORPORATE PARENTS' OR AFFILIATES' NEGLIGENCE, ACTUAL OR IMPUTED, STRICT TORT LIABILITY OR BREACH OF WARRANTY. NO AGREEMENT VARYING OR EXTENDING THE FOREGOING WARRANTIES, REMEDIES, OR THIS LIMITATION WILL BE BINDING UPON SIKORSKY OR ANY OF ITS CORPORATE PARENTS OR AFFILIATES UNLESS IN WRITING, SIGNED BY A DULY AUTHORIZED OFFICER OF SUCH ENTITY.**

7. **Limitation of Liability** – With respect to any item or service provided under this Agreement and alleged to be the cause of any loss or damage to Customer, the sum equal to Sikorsky's established selling price for such item or service shall be the ceiling limit on Sikorsky's or any of its corporate parents' or affiliates' liability, whether founded in contract or tort (including negligence, strict tort liability or breach of warranty), arising out of or resulting from (i) this Agreement or the performance or breach thereof or (ii) the design, manufacture, delivery, sale, repair, replacement, use or furnishing of any item or service. In no event shall Sikorsky or any of its corporate parents or affiliates have any liability for any indirect, incidental, consequential or special damages.

8. **Patent Infringement** – Sikorsky shall indemnify and hold harmless and conduct, at its own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use or resale by Customer of any part or service delivered hereunder directly infringes any United States patent or design but only on the condition that (A) Sikorsky receives prompt written notice of such claim, suit, or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to Customer and defendant for such defense; (B) said part is made according to a specification or design furnished by Sikorsky or, if a process patent is involved, the process performed by the part(s) is recommended in writing by Sikorsky; and (C) the claim, suit, or action is brought against Customer. Provided all of the foregoing conditions have been met, Sikorsky shall, at its own expense, either settle said claim, suit, or action or shall pay all damages excluding consequential damages, and, if the use or resale of such part is finally enjoined, Sikorsky shall promptly, at Sikorsky's option: (i) procure for defendant the right to use or resell the part, (ii) replace the part with an equivalent non-infringing part, or (iii) modify the part so that it becomes non-infringing but equivalent, or (iv) provided that an equivalent

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non-infringing part is available, remove the part and refund the selling price (less a reasonable allowance for use, damage, and obsolescence).

If a claim, suit, or action is based on a design or specification furnished by Customer, or on the performance of a process not recommended in writing by Sikorsky, or on the use or sale of the parts delivered hereunder in combination with other helicopter parts not delivered to Customer by Sikorsky, Customer shall indemnify and save Sikorsky and its parent companies harmless therefrom.

9. **Disputes** – Prior to a Party initiating a formal legal proceeding relating to a dispute under this Agreement, that Party must provide the other Party(ies) with a written request for dispute resolution. Should the Parties fail to reach agreement on the subject of the dispute within thirty (30) days of the request, either Party may pursue the rights and remedies available to it at law or equity. Notwithstanding the foregoing, either Party may resort to a formal legal proceeding for equitable relief at any time, and/or may institute litigation in order to avoid the expiration of any applicable limitations period or to preserve a superior position with respect to creditors.

10. **Governing Law** – This Agreement shall be interpreted in accordance with the plain English meaning of its terms, and the construction thereof shall be governed by the laws of the State of Connecticut, United States of America, excluding Connecticut's choice of law provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods. All disputes, controversies, claims, or suits brought in connection with this Agreement shall be resolved exclusively in a court of competent jurisdiction residing in Connecticut.

11. **Entire Agreement** – The terms and conditions contained in this Agreement constitute the entire agreement between the Parties hereto and shall supersede all previous communications, representations or agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof, and no agreement or understanding varying or extending the same will be binding upon any Party unless in writing, signed by a duly authorized officer or representative thereof.

12. **Non – Disclosure –** With exception for the existence of this Agreement, the Parties hereby agree that neither Party shall disclose to any third party the contents of this Agreement without the prior written approval of the other party except as may be required in the performance of this Agreement.

13. **Counterparts** - This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signature Page Follows]

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

CUSTOMER:	**SIKORSKY:**
HYPERION AIR LLC	**HELICOPTER SUPPORT, INC. d/b/a SIKORSKY COMMERCIAL, INC.**
By: _____	By: _____
Name: Larry Visoski	Name: Shannon M. Palaia
Title: Manager Hyperion Air, LLC	Title: Contracts Negotiator
Date: October 10, 2019	Acceptance Date: October 10, 2019

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Exhibit A

Covered Components –
Helicopter Serial Number and Component Serial Number and Time Since New or Overhaul

			Main Gear Box / Quiet MGB			Intermediate Gear Box		Tail Gear Box	
	Helicopter Serial No.	Model	Serial No.	Check if Quiet[1]	TSO/N	Serial No.	TSO/N	Serial No.	TSO/N
1	76750	S-76C	A231-00485	X	2629.2	A242-00472	2629.2	A239-00477	2629.2

"TSO/N" means the time since new and time since overhaul (if the Component was previously overhauled).

For each Component, Customer shall identify the Component serial number and TSO/N upon signature of this Agreement and any amendment hereto. Customer shall further identify if a Component is a Main Gear Box with Quiet Technology.

[1] For the S-76B/C model helicopters, the main gear boxes with part numbers 76351-09600-045 and 76351-09600-047 are 'quiet.' All main gear boxes for the S-76D model helicopter are 'quiet' (part numbers 76351-09600-046 and 76351-09600-050).

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POWERTRAIN ASSURANCE PROGRAM AGREEMENT

THIS POWERTRAIN ASSURANCE PROGRAM AGREEMENT (this "Agreement"), dated as of the Acceptance Date set forth on the signature page hereto, is made by and between **HELICOPTER SUPPORT, INC. D/B/A SIKORSKY COMMERCIAL, INC.**, a Connecticut corporation with a place of business at 124 Quarry Road, Trumbull, Connecticut 06611, United States ("Sikorsky"), and **HYPERION AIR LLC**, a company with a place of business at 6100 Red Hook, Quarter B3, St. Thomas, United States Virgin Islands 00802 ("Customer"). Within this Agreement, Sikorsky and/or Customer shall each be a "Party" and collectively shall be the "Parties."

WHEREAS, Sikorsky provides parts, service and support for owners and operators of Sikorsky Aircraft Corporation helicopters throughout the world, including an extended support plan for the gear boxes for the S-76® helicopter, known as the Powertrain Assurance Program ("PAP");

WHEREAS, on or about July 13, 2019 (the "Purchase Date"), Customer purchased from the owner the S-76 helicopter with serial number 760750;

WHEREAS, Sikorsky was providing PAP for the gear boxes of such helicopter pursuant to the Powertrain Assurance Program Agreement (Contract No. S76I12260PAP), dated as of July 1, 2017, by and between Sikorsky and the helicopter's manager, Executive Jet Management, Inc. (the "Seller Contract");

WHEREAS, as a result of the sale, the manager has authorized, or intends to authorize, the transfer to Customer of all accruals under the Seller Contract as of the Sale Date in respect to such helicopter (the "Seller Authorization"); and

WHEREAS, Customer desires to enter into this Agreement with Sikorsky to continue PAP coverage of such helicopter;

NOW THEREFORE, for valid consideration mutually acknowledged by their signatures hereon, the Parties agree as follows:

I. INFORMATION AND DEFINITIONS FOR THIS AGREEMENT

Sikorsky Contract Number:	S76D37526PAP
Customer:	**Hyperion Air LLC**
Customer Point of Contact:	6100 Red Hook Quarter B3 St. Thomas, USVI 00802 Attn: [Larry Visoski] Phone [redacted] Fax: E-mail:[redacted]

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262282

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Sikorsky Point of Contact:
(Program Matters)

Tim Bshara
Business Development Manager
Sikorsky Commercial, Inc.
6 Corporate Drive, 8th Floor
Shelton, CT 06484
[redacted]

Sikorsky Point of Contact:
(Orders)

Customer portal at www.sikorsky360.com

Sikorsky Point of Contact:
(Flight Time Reporting & Billing)

fleet_program_finance.gr-sik@lmco.com

Helicopter & Coverage Description(s): See Exhibit A attached. Customer shall identify Component serial numbers and times on Exhibit A upon signature of this Agreement and any amendment hereto.

Flight Hour Fee:

S-76A™ Helicopter	**2019**
Main Gear Box (MGB)	**$ 139.84**
Intermediate Gear Box (IGB)	**$ 8.96**
Tail Gear Box (TGB)	**$ 18.29**
S-76B/C/D™ Helicopter	**2019**
Main Gear Box (MGB)	**$ 130.94**
Intermediate Gear Box (IGB)	**$ 8.80**
Tail Gear Box (TGB)	**$ 17.60**

Minimum Utilization Flight Hours: 120 hours per calendar year, per aircraft (pro-rated for any partial year coverage)

Agreement Expiration Date: December 31, 2019

Attachment: Exhibit A – Covered Components

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DEFINITIONS

a) "AOG" means a Helicopter cannot fly in its current state solely as a result of a Component's failure; provided, however, that such failure or the absence of a replacement Component is not due to Customer's failure to comply with the terms and conditions of this Agreement.

b) "Component" means those gear boxes identified as "covered" in Exhibit A.

c) "CPL" means the most recent Sikorsky price list for certain parts used on the Helicopter, which is published by Sikorsky and typically updated at the beginning of each calendar year.

d) "Dollars" or "US$" means the lawful currency of the United States of America.

e) "External Lift Cycle" means the Helicopter's performance of the following sequence of flight-related activity: external load lift, enroute travel, approach to hover, and, release of load and land, or, release of load and depart.

f) "Flight Time" means the time that commences when a helicopter moves under its own power for the purposes of flight and ends when the helicopter comes to rest after landing. A "Flight Hour" means sixty (60) minutes of Flight Time.

g) "Owner" means the record title owner of the Helicopter(s).

h) "Repetitive External Lift" means when the average number of External Lift Cycles exceeds six (6) per Flight Hour during any 250-Flight Hour period based on a moving average, calculated at intervals not to exceed fifty (50) Flight Hours of operation.

i) "Time Between Overhaul" or "TBO" means the maximum number of Flight Hours that may be logged on a component before requiring removal for overhaul as specified in the then-current Helicopter maintenance manual.

II. PROGRAM DESCRIPTION

1. **Sikorsky's Obligation –**

   a) When a Component covered by this Agreement requires overhaul or replacement (rendering it a "Non-Operational Component") during the term of this Agreement, Sikorsky shall, in its sole discretion, either (i) provide Customer with a new, overhauled or repaired Component of the same part number (a "Replacement Component"); or (ii) provide material and/or labor to repair the Non-Operational Component at the location of the Helicopter. A Replacement Component becomes a "Component" for purposes of this Agreement upon installation on the Helicopter for which it was provided.

   b) For a Main Gear Box with Quiet Technology, strictly in the event of an AOG situation, Sikorsky may, in its sole discretion, provide Customer with a Main Gear Box without the Quiet Technology in exchange for the Non-Operational Component to support the AOG.

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2. **Ordering and Shipment of Replacement Components** – To obtain a Replacement Component for a scheduled exchange requirement, Customer must issue a purchase order to Sikorsky a minimum of one hundred twenty (120) days prior to the requested delivery date. Purchase orders received by Sikorsky within less than one hundred twenty (120) days of the requested delivery date may be subject to additional delays. Each purchase order shall state shipping instructions and a requested delivery date. Sikorsky will ship Replacement Components to Customer at Customer's expense, FCA Sikorsky's designated facility (Incoterms 2010). Sikorsky and Customer expressly agree that any additional terms and conditions set forth in Customer's purchase order shall have no effect and that the terms and conditions of this Agreement shall govern all purchase orders issued by Customer to Sikorsky hereunder. In the case of an unscheduled exchange requirement, Sikorsky shall use commercially reasonable efforts to deliver the Replacement Component as soon as possible.

3. **Exchange/Return of Non-Operational Component** – Customer shall, at its own expense, return the Non-Operational Component to Sikorsky within thirty (30) days of Sikorsky's shipment of the Replacement Component and shall provide documentation to Sikorsky to confirm return shipment details. If Customer fails to provide documentation that the shipment of a Non-Operational Component has been initiated within such time period, Customer shall pay to Sikorsky a late return fee of one hundred sixty dollars ($160.00USD) per Component, per day in excess of the thirty (30) day return period. If Sikorsky has not received a Non-Operational Component within six (6) months from the date of Sikorsky's shipment of the Replacement Component, then Customer shall pay to Sikorsky the price for the Replacement Component as listed in Sikorsky's CPL (the "Non-Return Fee"). Should Sikorsky subsequently receive the Non-Operational Component, Sikorsky shall credit to Customer's account an amount equal to ninety percent (90%) of the Non-Return Fee. The Non-Operational Component should be packed in the same container(s) (or Sikorsky-approved equivalent) in which the Replacement Component was received. Customer shall be responsible for any additional repair costs due to damage associated with an improperly packaged Non-Operational Component and/or any damage caused by Customer at the time of removal of the Non-Operational Component. Customer shall provide Sikorsky with a copy of the Non-Operational Component log card prior to shipment, and shall include the original log card in the return container with the Non-Operational Component. Customer shall also retain a copy of the Non-Operational Component log card.

4. **Title Transfer/Risk of Loss** – Title and risk of loss for each Replacement Component supplied to Customer under this Agreement shall be deemed to have been transferred to Customer upon shipment from Sikorsky's facility. Title and risk of loss for each Non-Operational Component shall be deemed to have been transferred to Sikorsky upon delivery to Sikorsky's facility. Customer represents and warrants that, at the time title to any Non-Operational Component is transferred to Sikorsky (thereby constituting a sale), Customer will have full power, authority and legal right to sell such Non-Operational Component to Sikorsky, and such Non-Operational Component will be free and clear of any liens, charges and encumbrances created by or against Customer or arising out of the ownership, possession, operation or use of such Non-Operational Component. Customer hereby indemnifies and holds Sikorsky harmless from any breach of the foregoing representation and warranty.

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5. **Transportation and Labor Costs for Failures within One Hundred Hours** – If a Replacement Component from Sikorsky fails upon installation or within one hundred (100) hours of installation, Sikorsky's sole and exclusive obligation shall be to reimburse Customer: (i) the actual and documented transportation costs for the return of the Non-Operational Component to Sikorsky and shipment of the Replacement Component to Customer; (ii) up to, but not exceeding, four thousand dollars ($4,000.00USD) for labor costs associated with removal of a Main Gear Box; and (iii) up to, but not exceeding, seven hundred fifty dollars ($750.00USD) for labor costs associated with removal of other Components covered by this Agreement. Customer shall be responsible for all other transportation and labor costs in excess of the amounts noted herein.

III. CUSTOMER'S OBLIGATIONS

1. **Administration of Agreement by Customer** – If Customer is not also the Owner of a Helicopter, without releasing Customer from any contractual obligations hereunder, Customer represents and warrants that it is authorized by the Owner to operate and maintain the Helicopter, to administer this Agreement and to be the primary point of contact for billing, technical support, logistics support, reporting, and other administrative matters pertaining to the Helicopter and arising under this Agreement. Customer shall save, indemnify, defend and hold harmless Sikorsky and its corporate parents and subsidiaries from and against all claims, losses, damages, costs (including legal costs), expenses and liabilities arising from or relating to disputes between Customer and Owner pertaining to this Agreement. Upon request, Customer shall provide to Sikorsky the Owner's written acknowledgment of the foregoing in a form reasonably acceptable to Sikorsky.

2. **Flight Time Reporting** – Within fifteen (15) days after the end of each month, Customer shall e-mail to Sikorsky a statement, signed by Customer, reporting the Component serial numbers installed on each Helicopter, the time since new and time since overhaul (if the Component was previously overhauled) for each Component, and the total Flight Hours (reporting should be to the nearest tenth of an hour) for each Helicopter during the prior month (the "Flight Time Report") to fleet_program_finance.gr-sik@lmco.com. Alternatively, Customer may use Sikorsky's customer portal at www.sikorsky360.com to report monthly Flight Hours via the Online Flight Time Report.

   Customer warrants to Sikorsky that all data reported will be correct, and further agrees to grant Sikorsky or its designated representative access to Helicopter records upon reasonable request. If the Flight Time Report is not received within fifteen (15) days after the end of each month, Sikorsky shall notify Customer of such delinquency. If the Flight Time Report is not received within thirty (30) days after providing of such notification, Sikorsky may terminate this Agreement or remove the Helicopter from coverage hereunder in accordance with the termination provisions of Article V.

   Electronic Flight Time Reports will be updated annually and can be provided to Customer upon request, reflecting the Flight Hour Fee for the current calendar year.

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3. **Identification and Condition of Components upon Commencement of Agreement** – At the time of signature of this Agreement or any amendment to this Agreement, for each Component installed on a Helicopter, Customer shall identify the serial number and time since new and time since overhaul (if the Component was previously overhauled) by completing the table set forth on Exhibit A attached hereto. Customer represents and warrants that the information contained in Exhibit A attached hereto is correct and that the Components are in good working condition with no known defects. Upon request, Customer shall provide copies of the Component log cards for Sikorsky's review. Sikorsky may refuse coverage for a Component if, in its sole discretion, such Component has not been used or maintained in accordance with the terms or conditions of this Agreement or a preceding PAP agreement.

4. **Use, Operation and Maintenance of Components –** Customer shall use Components solely for the operation of a Helicopter covered under this Agreement. Customer shall obtain Sikorsky's written approval prior to removal of a Component from a PAP-covered Helicopter and installation of such removed Component into any other helicopter, whether or not such helicopter is covered by this Agreement.

   Customer further covenants that: (a) Components and other parts and equipment for the applicable Helicopter shall be properly installed; (b) the Components and the applicable Helicopter shall be operated and maintained in accordance with the then-current recommendations or instructions of Sikorsky Aircraft Corporation, as contained in its maintenance manuals, operating instructions, Alert Service Bulletins or as otherwise stated in writing by a duly authorized representative of Sikorsky or Sikorsky Aircraft Corporation; (c) Components shall not be repaired or overhauled by anyone other than Sikorsky without Sikorsky's prior written authorization; and (d) a Helicopter shall not be used for any service other than transport, including but not limited to for Repetitive External Lift, which results or may result in substantially greater wear and tear of any Component than that which occurs on Components under standard transport operating conditions.

5. **Metal Contamination** – Customer shall immediately report Component failure due to metal contamination to Sikorsky, and shall comply with Sikorsky's requests for supporting data and/or samples.

6. **Removal of Components** - Customer shall not remove a Component from a Helicopter prior to its TBO without prior authorization from a Sikorsky Field Service Representative.

7. **New Helicopter Warranty Waiver for S-76D™ Helicopters** – In the case of a S-76D™ model helicopter, with respect to any Component installed at the time of acceptance of the Helicopter from Sikorsky or its affiliate, Customer waives the original helicopter warranty set forth in the Helicopter's sales agreement for such Component until such time as this Agreement is terminated or expires. In the event that this Agreement is terminated prior to the scheduled expiration of the original warranty set forth in such sales agreement, such original warranty for each Component will be reinstated and Customer shall be entitled only to the remaining or unexpired duration and terms of such original warranty in accordance with the terms and conditions of the sales agreement. With respect to each Component, the provisions of this Agreement, while in effect, operate as a substitute for the original warranty for such

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Component waived. If Customer is not the only party with the right to exercise the original helicopter warranty, Customer shall provide Sikorsky with such party or parties' written waiver(s) of the original warranty promptly following the Acceptance Date.

IV. PAYMENT AND ADDITIONAL CHARGES

1. **Entry Payment** –

   (a) With respect to each Component, upon execution of this Agreement, Customer agrees to pay to Sikorsky an entry payment for each such Component equal to the applicable Flight Hour Fee set forth in Article I multiplied by the number of Flight Hours accrued on such Component between the Sale Date and the Acceptance Date of this Agreement (if any).

   (b) With respect to any Component added to coverage after the Acceptance Date of this Agreement, upon of the, upon execution of an amendment adding such Component to coverage hereunder, Customer agrees to pay to Sikorsky an entry payment for each such Component equal to the applicable Flight Hour Fee set forth in Article I multiplied by the number of Flight Hours accrued on such Component since the Component was new or overhauled (as the case may be) at the time of entry into coverage hereunder.

2. **Flight Hour Fee** – Customer shall pay monthly for each Component an amount equal to the applicable Flight Hour Fee set forth in Article I multiplied by the actual Flight Hours of operation for the applicable Helicopter, as set forth in the Flight Time Report. Customer shall calculate the total Flight Hour Fee for each month (even when zero (0) hours are flown) via the Flight Time Report no later than fifteen (15) days following the end of the month. Sikorsky shall generate an invoice for the total monthly Flight Hour Fee. Customer may also use the Flight Time Report as a self-generated invoice document.

   After the end of each calendar year and upon termination, expiration or transfer of this Agreement, Sikorsky shall invoice Customer for each Component an amount equal to (i) the difference, if any, between the Minimum Utilization Flight Hours set forth in Article I and the actual Flight Hours flown, multiplied by (ii) the applicable Flight Hour Fee set forth in Article I.

3. **Unused Hour Charge** – Except in the case of an unscheduled exchange requirement removed pursuant to Article III.6 above, if Customer removes a Component prior to the approved TBO for such Component with at least one hundred (100) Flight Hours remaining (the difference between the TBO and the hours at removal referred to as the "Unused Hours"), Customer shall pay to Sikorsky an amount equal to: (A) the applicable Flight Hour Fee set forth in Article I, multiplied by (B) the difference between the number of Unused Hours less one hundred (100).

4. **Upgradeable Component Charge –** Upon election of a Component upgrade in the future, Sikorsky shall invoice and Customer shall pay the mutually agreed price for such upgrade.

5. **Overhaul Charge** – For any Components not covered by a preceding PAP agreement, Sikorsky may, in its sole discretion, charge Customer additional amounts related to repair work

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required to place the Component into overhauled condition in accordance with the applicable overhaul and repair manual and Sikorsky's quality standards.

6. **Other Charges** – Customer shall pay all shipping costs related to shipment of Replacement Components to Customer. In the event that a Non-Operational Component has, in Sikorsky's sole discretion, been subject to use or conditions constituting more than ordinary wear or tear (including, but not limited to, accident, lightning, sudden stoppage, corrosion, hard landing, deficient or improper maintenance not in accordance with operator and maintenance manuals, or overtorque), Customer shall be liable to Sikorsky for any and all evaluation, replacement or repair costs relating to the defective Component.

   An additional charge may apply for a S-76B™ model Helicopter. Sikorsky will supply a -044 configuration gear box or newer under this Agreement. In addition to the Flight Hour Fee, an additional charge may apply for any such Helicopter for the purchase of the Main Mod Kit #76070-35010-011 if required to install the MGB #76351-09600-044 on a covered Helicopter.

7. **Payment Terms** – All amounts are payable to Sikorsky in U.S. Dollars by no later than thirty (30) days from the date of Sikorsky's invoice to Customer. Interest equivalent to a rate of one and one half percent (1.5%) per month will be charged on all past due amounts. All payments shall be considered interim pending audit of Customer's logbooks by Sikorsky.

   Customers located outside the United States shall make payment by wire transfer to:

   Account No. 31079882
   Account Name: Helicopter Support, Inc.
   Routing No. 021000089
   SWIFT Code: CITIUS33
   Citibank
   399 Park Avenue
   New York, NY 10043

   Customers located in the United States shall make payment by Automated Clearing House (ACH) or Electronic Funds Transfer (EFT) per the above instructions or shall mail payment payable to "Helicopter Support, Inc." at the following address:

   If sent via U.S. postal service,
   JP Morgan Chase Bank
   Attn: Helicopter Support, Inc.
   P.O. Box 26149
   Chicago, IL 60673-6149

   If sent via courier service commercial carrier (FedEx, DHL, etc.),
   JP Morgan Chase Bank
   Attn: Helicopter Support, Inc. Lockbox #26149
   131 S. Dearborn, 6th Floor
   Chicago, IL 60603

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Twenty-four (24) hours before payment, Customer shall e-mail a statement detailing the payment amounts and invoice numbers to sci_ar.gr-sik@lmco.com.

8. **Taxes** – Customer shall pay to Sikorsky any and all taxes (not including any income taxes), fees or duties which may be imposed by any taxing authority arising from the transactions contemplated by this Agreement (including, without limitation, excise and value added taxes, and any import or export duties), and for which Sikorsky may be held responsible for collection or payment, either on its own behalf or that of Customer, upon receipt by Customer of Sikorsky's invoice therefor. Customer shall minimize, to the greatest extent possible, any taxes that may be imposed on Sikorsky. If the transactions contemplated by this Agreement are exempt or excluded from taxation, Customer shall provide tax indemnification to Sikorsky, via a written statement in the format required by the laws of the jurisdiction for which Customer is asserting said exemption or exclusion, that the transaction is exempt. Said statement must be provided promptly following execution of this Agreement or Customer will be deemed to have conceded the applicability of said taxes and as such authorizes Sikorsky to collect and remit them to the relevant jurisdiction(s).

V. CANCELLATION, EXPIRATION, TRANSFER OF BENEFITS, TERMINATION AND WARRANTY

1. **Sikorsky's Right to Terminate; Remedies in the Event of Termination** – Sikorsky may, in its sole discretion, terminate this Agreement or remove a Helicopter or a Component from coverage under this Agreement, if any of the following events occur:

   a) If a Helicopter suffers an accident rendering the Helicopter and/or a Component unsalvageable (a total loss).

   b) If a Component is repaired or overhauled by anyone other than Sikorsky without Sikorsky's prior written authorization.

   c) If a Helicopter is used for any service other than transport, including but not limited to for Repetitive External Lift, which results or may result in substantially greater wear and tear of any Component than that which occurs on Components under standard transport operating conditions.

   d) If Replacement Components are used for any purpose other than for the Helicopter(s) covered under this Agreement without Sikorsky's prior written approval.

   e) If Customer attempts to transfer this Agreement or the benefits hereunder to a third party without Sikorsky's written approval, as set forth in Article V.3 below.

   f) If Customer is in default of any other provision of this Agreement and remains in default for a period of thirty (30) days after notice by Sikorsky.

   g) If Customer becomes insolvent or performs or permits any act of bankruptcy, liquidation, reorganization or if a receiver, trustee, or custodian is appointed.

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h) In addition to any rights or remedies otherwise available at law or equity to Sikorsky, or as specifically set forth elsewhere in this Agreement, Sikorsky shall be entitled to the following remedies in the event of a full or partial termination of this Agreement as set forth above:

i) Customer shall forfeit, and Sikorsky may retain, any credits which would be otherwise owed to Customer, including its successors or assigns, had the Agreement not been fully or partially terminated; and

ii) Customer shall be liable to Sikorsky for the costs and expenses incurred by Sikorsky arising from or relating to such termination, including but not limited to labor, transportation, removal, disassembly, failure analysis, fault isolation, assembly, reinstallation, re-inspection, and retrofit.

2. **Cancellation by Customer; Post-Cancellation Component Limited Warranty**

a) Customer may cancel this Agreement or remove any Component or Helicopter from coverage hereunder at any time following thirty (30) days written notice to Sikorsky and subsequent mutual written agreement of the Parties as to the date of cancellation. Customer's written cancellation notice must include the following information:

(i) The requested effective date of the cancellation (if greater than thirty days from the date of the notice);

(ii) The serial number for each Component;

(iii)The Helicopter serial number on which each Component is installed; and

(iv)The time since new and time since overhaul (if the Component was previously overhauled) for each Component.

If Sikorsky identifies any discrepancy between the information contained in Customer's written cancellation notice and Sikorsky's records (including but not limited to a Component serial number, time since new or time since overhaul, etc.), Sikorsky shall notify Customer of such and the parties will work to resolve the discrepancy as promptly as possible.

b) Performance of all obligations of the Parties under this Agreement, including payment of all amounts due to Sikorsky and resolution of any reporting discrepancies, shall be completed up to the date of cancellation. Upon Customer's return to Sikorsky of all Non-Operational Components, if any, and payment of all amounts due to Sikorsky, Customer shall be entitled to a credit to its account at Sikorsky (the "Termination Credit") for each Component installed on a Helicopter as of the date of cancellation. If the Component had been provided to Customer under this Agreement, the Termination Credit is equal to seventy-five percent (75%) of the amounts paid by Customer for such Component since the date such Component was provided to Customer under this Agreement. Otherwise, the

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Termination Credit for a Component is equal to seventy-five percent (75%) of (A) the amounts paid by Customer for such Component under this Agreement since the Acceptance Date plus (B) any amounts credited to this Agreement for such Component pursuant to a preceding PAP agreement.

c) For any Replacement Component provided to Customer by Sikorsky pursuant to this Agreement within one (1) year prior to the date of cancellation, provided that Customer has returned all Non-Operational Components in accordance with Article II.3 above, Sikorsky warrants to Customer that, for one (1) year after the date of Sikorsky's shipment of the Replacement Component to Customer, such Component shall be free from defects in material and workmanship; provided that Customer provides Sikorsky written notice of any defect within sixty (60) days of Customer's discovery of the defect. Sikorsky's liability and Customer's remedy under this limited warranty is limited to the repair or replacement, at Sikorsky's election, of a Component which is determined by Sikorsky to be defective in material or workmanship. Customer shall not return any such item until it has provided written notice of the defect to Sikorsky, and Customer shall include a copy of such written notice with the shipment. Transportation charges (excluding related import and export charges) for the return of such Components to Sikorsky and its reshipment to Customer and the risk of loss thereof will be borne by Sikorsky only if returned in accordance with Sikorsky's written shipping instructions. Repaired or replaced items are warranted for the remainder of the applicable one (1) year limited warranty period. This limited warranty shall not apply to any Components which in Sikorsky's judgment (i) have been repaired or altered outside of Sikorsky's facilities in any way so as to affect the safety, function or reliability of the Component, or (ii) has been subject to misuse, negligence, accident or other abuse. This limited warranty is the sole and exclusive warranty provided by Sikorsky to Customer under this Agreement, in accordance with the provisions of Article VI.7 below.

3. **Transfer of Benefits** – Customer may request, and Sikorsky may agree, to transfer this Agreement or the amounts paid under this Agreement with respect to any or all Components (the "Transfer Credit") to a new owner or operator of the Helicopter(s) under the following conditions:

a) Customer must notify Sikorsky at least thirty (30) days prior to the intended date of transfer and provide a written request for such transfer to include the following information:

(i) Full legal name, mailing address, and contact information of the intended transferee;

(ii) Description of the transaction giving rise to the transfer (e.g., sale, lease, merger, etc.);

(iii) Description of the requested scope of the transfer (i.e., entire agreement, partial for specific helicopter only, etc.); and

(iv) A written statement by the intended transferee of its intent to continue PAP coverage.

b) Sikorsky will review and approve the party to whom Customer intends to transfer this

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Agreement, including but not limited to financial stability and intended use of the Helicopter by that third party. Customer shall permit or facilitate any and all requests of Sikorsky to inspect the Helicopter(s) and shall provide Sikorsky with any and all log books and other requested documentation relating to the operation, use, and maintenance of the Helicopter(s). Sikorsky's consent to the requested transfer shall be in its sole discretion. Such consent is conditioned upon the transferee assuming all of Customer's obligations under this Agreement and may be conditioned upon renegotiation with the transferee of other terms and conditions of this Agreement or the transferee's execution of a separate PAP agreement (in which case, Sikorsky shall credit the Transfer Credit to such agreement).

c) Customer must be current in payment of all amounts due to Sikorsky up to and including the requested date of transfer, or actual date of transfer if later than requested, including but not limited to, for each Component, an amount equal to (i) the difference, if any, between the Minimum Utilization Flight Hours set forth in Article I (pro-rated up to the date of transfer) and the actual Flight Hours flown, multiplied by (ii) the applicable Flight Hour Fee set forth in Article I.

4. **Expiration of Agreement** – Provided that Customer is not in default, upon expiration of this Agreement, Customer will receive a credit to its account at Sikorsky, determined as follows.

a) If this Agreement is renewed, extended or replaced by a superseding PAP agreement, Customer shall be entitled to a credit applied to the new agreement for each Component installed on a Helicopter as of the date of expiration equal to either: (i) if the Component had been provided to Customer under this Agreement, one hundred percent (100%) of the amounts paid by Customer for such Component since the date such Component was provided to Customer under this Agreement; or (ii) one hundred percent (100%) of the amounts paid by Customer for such Component under this Agreement since the Acceptance Date plus any amounts credited to this Agreement for such Component pursuant a preceding PAP agreement.

b) If this Agreement is not renewed, extended or replaced by a superseding PAP agreement, Customer shall be entitled to a credit to its account at Sikorsky for each Component installed on a Helicopter as of the date of expiration equal to either: (i) if the Component had been provided to Customer under this Agreement, seventy-five percent (75%) of the amounts paid by Customer for such Component since the date such Component was provided to Customer under this Agreement; or (ii) seventy-five percent (75%) of (A) the amounts paid by Customer for such Component under this Agreement since the Acceptance Date plus (B) any amounts credited to this Agreement for such Component pursuant a preceding agreement.

VI. STANDARD TERMS AND CONDITIONS

1. **Excusable Delay and Force Majeure** – Neither Party shall be charged with any liability for failure or delay in performing under this Agreement when such failure or delay is due to causes beyond such Party's reasonable control, the delayed Party has exercised commercially

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reasonable efforts to mitigate the failure or delay, and has provided the other Party with reasonable notice and periodic updates ("Excusable Delay"). Acts or events which may cause or contribute to an Excusable Delay include but are not limited to acts of God or the public enemy, delays of suppliers, compliance in good faith with any applicable foreign or domestic governmental regulation or order whether or not it proves to be invalid, fires, civil unrest or disobedience, war, terrorism, riots, strikes, lockouts, labor disputes, or unusually severe weather ("Force Majeure"). Notwithstanding the foregoing, Customer shall not be entitled to claim Excusable Delay or the occurrence of a Force Majeure with regard to Customer's payment obligations under this Agreement.

2. **Export Licenses –** Customer will, on Sikorsky's request, assist Sikorsky in Sikorsky's efforts to obtain any U.S. government export license or similar authorization which may be required now or hereafter for export of Replacement Components or related data. The Parties acknowledge that this Agreement is conditioned upon the ability of the Parties to conform to the laws and regulations of the United States and its various cognizant departments regarding performance under this Agreement. Customer also agrees that this Agreement is conditioned on Customer's agreement to not re-transfer, re-export or divert any export-controlled Components or other parts, services, or related data if such re-transfer, re-export or diversion would be a violation of any U.S. export or sanctions laws. Any technical data or defense service exported from the United States in support of this Agreement may not be used for the production or manufacture of any defense article and shall not be transferred to a person in a third country or to a national of a third country unless the prior written approval of the U.S. government has been obtained. The foregoing obligation will remain binding on Customer after the termination of this Agreement.

3. **Import Licenses** – With respect to any import laws and other regulations of the country of destination and its various cognizant departments regarding the import of the parts hereunder, Customer shall be solely responsible for advance notification to Sikorsky and obtaining and complying with any and all import licenses or other authorizations which may be required for such activity.

4. **Assignment** – Subject to Article V.3, Transfer of Benefits, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto, but it may not be voluntarily assigned, wholly or in part, by either Party without the prior written consent of the other Party; provided however, that Sikorsky shall have the right to assign this Agreement to Sikorsky Aircraft Corporation or one of its subsidiaries or affiliates without Customer's prior consent. Assignments made in violation of this Paragraph 4 shall be deemed null and void.

5. **Notices** – All notices or communications of any kind under and with respect to this Agreement shall be in the English language. All legal notices pertaining to this Agreement shall be given by hand delivery, registered mail, or commercial carrier (FedEx, DHL, etc.) and addressed as follows: if to Customer, the notice shall be addressed as indicated in Article I; and if to Sikorsky, the notice shall be addressed to: Helicopter Support, Inc. dba Sikorsky Commercial, Inc., c/o Sikorsky Aircraft Corporation, 6900 Main Street, P.O. Box 9729, Stratford, Connecticut 06615, Attn: Vice President – General Counsel. Any legal notice sent by one party

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to the other shall be effective on the date upon which receipt can be confirmed by the receiving party.

6. **EXCLUSIVE REMEDIES AND WARRANTIES – THE REMEDIES AND WARRANTIES PROVIDED BY SIKORSKY UNDER THIS AGREEMENT ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF (i) ANY AND ALL OTHER REMEDIES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH SUCH WARRANTIES AND ANY OTHER WARRANTIES BEING EXPRESSLY DISCLAIMED HEREBY; AND (ii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN CONTRACT OR TORT, INCLUDING ALL REMEDIES UNDER THE CONNECTICUT PRODUCT LIABILITY ACT WHETHER OR NOT ARISING FROM SIKORSKY'S OR ANY OF ITS CORPORATE PARENTS' OR AFFILIATES' NEGLIGENCE, ACTUAL OR IMPUTED, STRICT TORT LIABILITY OR BREACH OF WARRANTY. NO AGREEMENT VARYING OR EXTENDING THE FOREGOING WARRANTIES, REMEDIES, OR THIS LIMITATION WILL BE BINDING UPON SIKORSKY OR ANY OF ITS CORPORATE PARENTS OR AFFILIATES UNLESS IN WRITING, SIGNED BY A DULY AUTHORIZED OFFICER OF SUCH ENTITY.**

7. **Limitation of Liability** – With respect to any item or service provided under this Agreement and alleged to be the cause of any loss or damage to Customer, the sum equal to Sikorsky's established selling price for such item or service shall be the ceiling limit on Sikorsky's or any of its corporate parents' or affiliates' liability, whether founded in contract or tort (including negligence, strict tort liability or breach of warranty), arising out of or resulting from (i) this Agreement or the performance or breach thereof or (ii) the design, manufacture, delivery, sale, repair, replacement, use or furnishing of any item or service. In no event shall Sikorsky or any of its corporate parents or affiliates have any liability for any indirect, incidental, consequential or special damages.

8. **Patent Infringement –** Sikorsky shall indemnify and hold harmless and conduct, at its own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use or resale by Customer of any part or service delivered hereunder directly infringes any United States patent or design but only on the condition that (A) Sikorsky receives prompt written notice of such claim, suit, or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to Customer and defendant for such defense; (B) said part is made according to a specification or design furnished by Sikorsky or, if a process patent is involved, the process performed by the part(s) is recommended in writing by Sikorsky; and (C) the claim, suit, or action is brought against Customer. Provided all of the foregoing conditions have been met, Sikorsky shall, at its own expense, either settle said claim, suit, or action or shall pay all damages excluding consequential damages, and, if the use or resale of such part is finally enjoined, Sikorsky shall promptly, at Sikorsky's option: (i) procure for defendant the right to use or resell the part, (ii) replace the part with an equivalent non-infringing part, or (iii) modify the part so that it becomes non-infringing but equivalent, or (iv) provided that an equivalent

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non-infringing part is available, remove the part and refund the selling price (less a reasonable allowance for use, damage, and obsolescence).

If a claim, suit, or action is based on a design or specification furnished by Customer, or on the performance of a process not recommended in writing by Sikorsky, or on the use or sale of the parts delivered hereunder in combination with other helicopter parts not delivered to Customer by Sikorsky, Customer shall indemnify and save Sikorsky and its parent companies harmless therefrom.

9. **Disputes** – Prior to a Party initiating a formal legal proceeding relating to a dispute under this Agreement, that Party must provide the other Party(ies) with a written request for dispute resolution. Should the Parties fail to reach agreement on the subject of the dispute within thirty (30) days of the request, either Party may pursue the rights and remedies available to it at law or equity. Notwithstanding the foregoing, either Party may resort to a formal legal proceeding for equitable relief at any time, and/or may institute litigation in order to avoid the expiration of any applicable limitations period or to preserve a superior position with respect to creditors.

10. **Governing Law** – This Agreement shall be interpreted in accordance with the plain English meaning of its terms, and the construction thereof shall be governed by the laws of the State of Connecticut, United States of America, excluding Connecticut's choice of law provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods. All disputes, controversies, claims, or suits brought in connection with this Agreement shall be resolved exclusively in a court of competent jurisdiction residing in Connecticut.

11. **Entire Agreement** – The terms and conditions contained in this Agreement constitute the entire agreement between the Parties hereto and shall supersede all previous communications, representations or agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof, and no agreement or understanding varying or extending the same will be binding upon any Party unless in writing, signed by a duly authorized officer or representative thereof.

12. **Non – Disclosure –** With exception for the existence of this Agreement, the Parties hereby agree that neither Party shall disclose to any third party the contents of this Agreement without the prior written approval of the other party except as may be required in the performance of this Agreement.

13. **Counterparts** - This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signature Page Follows]

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

CUSTOMER:	**SIKORSKY:**
HYPERION AIR LLC	**HELICOPTER SUPPORT, INC. d/b/a SIKORSKY COMMERCIAL, INC.**
By:	By:
Name: Larry Visoski	Name: Shannon M. Palaia
Title: Manager Hyperion Air, LLC	Title: Contracts Negotiator
Date: October 10, 2019	Acceptance Date: October 10, 2019

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Exhibit A

Covered Components –
Helicopter Serial Number and Component Serial Number and Time Since New or Overhaul

			Main Gear Box / Quiet MGB			Intermediate Gear Box		Tail Gear Box	
	Helicopter Serial No.	Model	Serial No.	Check if Quiet[1]	TSO/N	Serial No.	TSO/N	Serial No.	TSO/N
1	76750	S-76C	A231-00485	X	2629.2	A242-00472	2629.2	A239-00477	2629.2

"TSO/N" means the time since new and time since overhaul (if the Component was previously overhauled).

For each Component, Customer shall identify the Component serial number and TSO/N upon signature of this Agreement and any amendment hereto. Customer shall further identify if a Component is a Main Gear Box with Quiet Technology.

[1] For the S-76B/C model helicopters, the main gear boxes with part numbers 76351-09600-045 and 76351-09600-047 are 'quiet.' All main gear boxes for the S-76D model helicopter are 'quiet' (part numbers 76351-09600-046 and 76351-09600-050).

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CWA
Date: 6/10/21 Program: S-76
Proposal Number: N/A
Authorization: Shannon M. Pálsta

POWERTRAIN ASSURANCE PROGRAM TRANSFER AGREEMENT

THIS PAP TRANSFER AGREEMENT (this "Agreement") is made on the Acceptance Date stated below, by and between **HYPERION AIR, LLC** ("Assignor"), and **INDUSTRIAL INTEGRITY SOLUTIONS, LLC**, a New Mexico limited liability company ("Assignee").

WHEREAS, Assignor and Helicopter Support, Inc. (doing business as Sikorsky Commercial, Inc.) ("Sikorsky") are parties to that certain Powertrain Assurance Program Agreement, Contract No. S76D38751PAP, dated as of October 15, 2020 (the "Assigned Contract") with respect to the S-76C™ helicopter with serial number 760750 (the "Helicopter");

WHEREAS, on or about May 12, 2021 (the "Transfer Date"), Assignor sold to Assignee, and Assignee purchased from Assignor, the Helicopter (the "Transaction"); and

WHEREAS, as a result of the Transaction, Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor, all of Assignor's right, title and interest in and to the Assigned Contract as of the Transfer Date;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment and Assumption.** With retroactive effect from the Transfer Date, Assignor hereby assigns to Assignee all of Assignor's rights, title and interest in and to, and obligations under, the Assigned Contract, free and clear of any and all encumbrances, and Assignee hereby assumes all of the rights and obligations of Assignor under the Assigned Contract. This Agreement shall in no way release Assignor from any of its obligations to Sikorsky under the Assigned Contract arising prior to the Transfer Date, including but not limited to the reporting of, and payment for, Flight Hours (as defined in the Assigned Contract) flown.

2. **Notices; Shipping.** All notices to be given the Assignee pertaining to the Assigned Contract shall be addressed to:

   Industrial Integrity Solutions, LLC
   2151 East Convention Center Way, Suite #222
   Ontario, CA 91764
   United States

   Attention: Rich Munkvold, CFO
   Phone 1 (909) 354-8002
   Email: Rmunkvold@frontier-enterprises.com

   Unless otherwise requested by Assignee in writing, Replacement Components will be shipped to the above address.

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3. **Component Identification.** Each of Assignor and Assignee represents and warrant to Service Provider that the information contained in Exhibit A attached hereto is correct as of the Transfer Date.

4. **No Amendment.** This Agreement shall not alter, modify or amend the terms of the Assigned Contract in any respect.

5. **Binding Upon Successors.** The terms and conditions of this Agreement shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

6. **Amendments.** This Agreement cannot be amended, supplemented or modified except by an agreement in writing which makes specific reference to this Agreement, and which is signed by the parties.

7. **Further Assurances.** Assignor agrees that upon request of Assignee, at any time and from time to time, Assignor will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances and assurances as may be reasonably required to evidence further the assignment, transfer, conveyance and delivery of the Assigned Contract.

8. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[*Signature page follows.*]

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IN WITNESS WHEREOF, the parties have caused this PAP Transfer Agreement to be executed by their duly authorized representatives.

ASSIGNOR:

HYPERION AIR, LLC

By: _____

Name: Lawrence Visoski

Title: Manager

Date: June 7, 2021

ASSIGNEE:

INDUSTRIAL INTEGRITY SOLUTIONS, LLC

By: _____

Name: RICHARD MUNKVOLD

Title: CFO

Date: 5-13-21

Acknowledgment:

Sikorsky hereby consents to this PAP Transfer Agreement.

HELICOPTER SUPPORT, INC. d/b/a SIKORSKY COMMERCIAL, INC.

By: _____

Name: Shannon M. Palaia

Title: Contracts Negotiator

Acceptance Date: June 10, 2021

This document does not contain export controlled technical data.

SDNY_GM_00003672

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262301

EFTA02728068

Exhibit A

Covered Components –
Helicopter Serial Number and Component Serial Number and Time Since New or Overhaul

			Main Gear Box / Quiet MGB			Intermediate Gear Box		Tail Gear Box	
	Helicopter Serial No.	Model	Serial No.	Check if Quiet[1]	TSO/N	Serial No.	TSO/N	Serial No.	TSO/N
1	760750	S-76C	A231-00485	X	TSN: 2641.9 TSO: N/A	A242-00472	TSN: 2641.9 TSO: N/A	A239-00477	TSN: 2641.9 TSO: N/A

"TSO/N" means the time since new and time since overhaul (if the Component was previously overhauled).

[1] For the S-76B/C model helicopters, the main gear boxes with part numbers 76351-09600-045 and 76351-09600-047 are 'quiet.' All main gear boxes for the S-76D model helicopter are 'quiet' (part numbers 76351-09600-046 and 76351-09600-050).

This document does not contain export controlled technical data.

SDNY_GM_00263

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

POWERTRAIN ASSURANCE PROGRAM TRANSFER AGREEMENT

THIS PAP TRANSFER AGREEMENT (this "Agreement") is made on the Acceptance Date stated below, by and between **HYPERION AIR, LLC** ("Assignor"), and **INDUSTRIAL INTEGRITY SOLUTIONS, LLC**, a New Mexico limited liability company ("Assignee").

WHEREAS, Assignor and Helicopter Support, Inc. (doing business as Sikorsky Commercial, Inc.) ("Sikorsky") are parties to that certain Powertrain Assurance Program Agreement, Contract No. S76D38751PAP, dated as of October 15, 2020 (the "Assigned Contract") with respect to the S-76C™ helicopter with serial number 760750 (the "Helicopter");

WHEREAS, on or about May 12, 2021 (the "Transfer Date"), Assignor sold to Assignee, and Assignee purchased from Assignor, the Helicopter (the "Transaction"); and

WHEREAS, as a result of the Transaction, Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor, all of Assignor's right, title and interest in and to the Assigned Contract as of the Transfer Date;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment and Assumption.** With retroactive effect from the Transfer Date, Assignor hereby assigns to Assignee all of Assignor's rights, title and interest in and to, and obligations under, the Assigned Contract, free and clear of any and all encumbrances, and Assignee hereby assumes all of the rights and obligations of Assignor under the Assigned Contract. This Agreement shall in no way release Assignor from any of its obligations to Sikorsky under the Assigned Contract arising prior to the Transfer Date, including but not limited to the reporting of, and payment for, Flight Hours (as defined in the Assigned Contract) flown.

2. **Notices; Shipping.** All notices to be given the Assignee pertaining to the Assigned Contract shall be addressed to:

   Industrial Integrity Solutions, LLC
   2151 East Convention Center Way, Suite #222
   Ontario, CA 91764
   United States

   Attention: Rich Munkvold, CFO
   Phone 1 (909) 354-8002
   Email: Rmunkvold@frontier-enterprises.com

   Unless otherwise requested by Assignee in writing, Replacement Components will be shipped to the above address.

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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3. **Component Identification.** Each of Assignor and Assignee represents and warrant to Service Provider that the information contained in Exhibit A attached hereto is correct as of the Transfer Date.

4. **No Amendment.** This Agreement shall not alter, modify or amend the terms of the Assigned Contract in any respect.

5. **Binding Upon Successors.** The terms and conditions of this Agreement shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

6. **Amendments.** This Agreement cannot be amended, supplemented or modified except by an agreement in writing which makes specific reference to this Agreement, and which is signed by the parties.

7. **Further Assurances.** Assignor agrees that upon request of Assignee, at any time and from time to time, Assignor will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances and assurances as may be reasonably required to evidence further the assignment, transfer, conveyance and delivery of the Assigned Contract.

8. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[*Signature page follows.*]

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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IN WITNESS WHEREOF, the parties have caused this PAP Transfer Agreement to be executed by their duly authorized representatives.

ASSIGNOR:

HYPERION AIR, LLC

By: _____

Name: Lawrence Visoski

Title: Manager

Date: June 7, 2021

ASSIGNEE:

INDUSTRIAL INTEGRITY SOLUTIONS, LLC

By: _____

Name: Richard Munkvold

Title: CFO

Date: 5-13-21

Acknowledgment:

Sikorsky hereby consents to this PAP Transfer Agreement.

HELICOPTER SUPPORT, INC. d/b/a SIKORSKY COMMERCIAL, INC.

By: _____

Name: Shannon M. Palaia

Title: Contracts Negotiator

Acceptance Date: June 10, 2021

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262305

EFTA02728072

Exhibit A

Covered Components –
Helicopter Serial Number and Component Serial Number and Time Since New or Overhaul

			Main Gear Box / Quiet MGB			Intermediate Gear Box		Tail Gear Box	
	Helicopter Serial No.	Model	Serial No.	Check if Quiet[1]	TSO/N	Serial No.	TSO/N	Serial No.	TSO/N
1	760750	S-76C	A231-00485	X	TSN: 2641.9 TSO: N/A	A242-00472	TSN: 2641.9 TSO: N/A	A239-00477	TSN: 2641.9 TSO: N/A

"TSO/N" means the time since new and time since overhaul (if the Component was previously overhauled).

[1] For the S-76B/C model helicopters, the main gear boxes with part numbers 76351-09600-045 and 76351-09600-047 are 'quiet.' All main gear boxes for the S-76D model helicopter are 'quiet' (part numbers 76351-09600-046 and 76351-09600-050).

This document does not contain export controlled technical data.

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

AIRCRAFT DELIVERY AND ACCEPTANCE CERTIFICATE

Hyperion Air, LLC ("Buyer"), hereby confirms acceptance of delivery from ASI Wings LLC ("Seller") of the aircraft described below, pursuant to the terms and conditions of that certain Aircraft Purchase and Sale Agreement, dated March 27, 2019 (the "Agreement"). Capitalized terms used but not otherwise defined herein shall have the same meanings ascribed to such terms in the Agreement.

Airframe:

Make and Model	Keystone (Sikorsky) model S-76C
Serial Number	760750
Registration Number	N722JE

Engines:

Make and Model	Turbomeca S.A. model Arriel 2S2
Serial Numbers	42285TEC & 42286TEC

Main Rotor Blades ("Blades"):

Make and Model	Sikorsky Model 76150-09100-053
Serial Numbers	A086-03958, A086-03773, A086-03768 & A086-03769

(collectively, the "Aircraft")

Date of Acceptance:	June 13, 2019	
Location of Acceptance:	Wappingers Falls, NY (KPOU)	
Time of Acceptance:	10:12 AM CENTRAL TIME	
Airframe Cycles:	5438	
Airframe Hours:	2624.7	
Engines	#1 42285TEC	#2 42286TEC
Hours:	2624.7	2624.7
Cycles:	3809	3835
Blades:		
Hours:	5438	
Cycles:	2624.7	

Seller confirms that the Discrepancies and Additional Remediation Items that were to be corrected by Seller, at Seller's cost, per the provisions of the Agreement have been corrected.

Upon receipt by Escrow Agent of each of the Title Documents, confirmation by Escrow Agent that the Aircraft is free and clear of Liens of record at the FAA Civil Aviation Registry and the International Registry, and confirmation by Escrow Agent of funds sufficient to effect the closing contemplated by the Agreement: (i) Escrow Agent is authorized to (a) cause the FAA Bill of Sale, the Aircraft Registration Application, any Releases and any other documents

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

necessary to effect the transfer of title to Buyer or its designated assignee to be dated and filed with the FAA Civil Aviation Registry for the benefit of Buyer, (b) date and release the Warranty Bill of Sale to Buyer, (c) effect the registrations contemplated by Section 11.4 of the Agreement and (d) disburse the Purchase Price in immediately available funds as directed by Seller.

SELLER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES RELATING TO THE CONDITION, OPERATION, AIRWORTHINESS, QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN, VALUE, MANUFACTURE, WORKMANSHIP, DURABILITY, OR SUITABILITY OF THE AIRCRAFT. BUYER ACKNOWLEDGES THAT IT HAS INSPECTED THE AIRCRAFT AND IS SATISFIED WITH THE CONDITION OF THE AIRCRAFT. BUYER AGREES THAT IT IS ACQUIRING THE AIRCRAFT "AS-IS, WHERE IS," AND WITH ALL FAULTS. SELLER HEREBY DISCLAIMS AND BUYER RELEASES ALL OTHER REPRESENTATIONS, WARRANTIES, OBLIGATIONS AND LIABILITIES OF SELLER AND ALL RIGHTS, CLAIMS AND REMEDIES OF SELLER AGAINST SELLER OR ITS AFFILIATES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMITY OR DEFECT (WHETHER LATENT OR DISCOVERABLE) IN THE AIRCRAFT, INCLUDING, WITHOUT LIMITATION, (I) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (II) ANY IMPLIED OR EXPRESS WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; (III) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN TORT OR STRICT LIABILITY, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF SELLER OR ANY PREDECESSOR, ACTUAL OR IMPLIED; (IV) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OR DAMAGE TO THE AIRCRAFT, FOR LOSS OF USE, REVENUE OR PROFIT WITH RESPECT TO THE AIRCRAFT, INTERRUPTION IN THE BUSINESS, TRADE OR PROFESSION OF SELLER, OR FOR ANY DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RESULTING FROM ANY SUCH NONCONFORMITY OR DEFECT.

FOR GREATER CERTAINTY, NOTHING CONTAINED IN THIS AIRCRAFT DELIVERY AND ACCEPTANCE CERTIFICATE SHALL CONTRAVENE, LIMIT OR NEGATE SELLER'S REPRESENTATIONS AND WARRANTIES RELATING TO TITLE TO THE AIRCRAFT CONTAINED IN THE WARRANTY BILL OF SALE (AS DEFINED IN THE PURCHASE AGREEMENT) OF EVEN DATE HEREWITH.

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Buyer acknowledges that it has received the Aircraft from Seller in the Delivery Condition and otherwise in a condition consistent with the terms and conditions of the Agreement and is otherwise satisfactory to Buyer.

SELLER:

ASI Wings LLC
By: Aetna Inc.
Its: Managing Member

By: _____

Name: MATTHEW WALTER

Title: AUTHORIZED REPRESENTATIVE

Date: JUNE 13TH, 2019

BUYER:

Hyperion Air, LLC

By: _____

Name: LAWRENCE VISOSKI

Title: MANAGER

Date: JUNE 13TH, 2019

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

PROGRAM WORK AUTHORIZATION	RELEASE DATE	REV NO	REV DATE	PWA NUMBER
	12/17/07	05	08/17/09	F008-S76-002
			PAGE	1 of 15

STANDARD DISTRIBUTION	PROGRAM NAME		B.D.M. NO.
	S76		
	CONTRACT NUMBER		C.W.A. NO.
	S76TD6167A		
	CONTRACT DATE	THROUGH CONTRACT AMENDMENT 3	
THIS INFORMATION IS COMPANY PRIVATE.	12/17/07	Date: 8/3/09	

SUBJECT Completion of S-76C++ Aircraft 760~~746 771~~ 750(eff: ~~286 311~~ 290)

Customer: Air Ghislaine, Inc.

STATEMENT OF WORK (SCOPE & SCHEDULE)					
MODEL:	S76C++				
SPEC / REV:					
SERIAL NUMBER:	~~746 771~~ 750				
SIKORSKY ACCEPTANCE:					
SCHEDULED PRESENTATION DATE:	~~Dec 2008~~	~~June 2009~~	Dec 2008		
SCHEDULED PRESENTATION DATE COMPLETION SERVICES:	~~Jul 2009~~	~~Nov. 2009~~	~~Sep. 2009~~	Dec. 7 2009	
SCHEDULED DELIVERY DATE COMPLETION SERVICES:	~~Jul 2009~~	~~Nov 2009~~	~~Sep. 2009~~	Dec. 7 2009	

DETAIL WORK DESCRIPTION ATTACHED: Release the above aircraft to the Keystone Completion Center.

Revision		Change Explanation			
Number	Notes	Schedule	Budget	Configuration	Other
0	Release. Contract Details	X	X	X	X
1	Revised to reflect change in serial number and presentation date per Amend. #1	X			
2	Change in presentation and delivery dates	X			
3	Change in tail number				X
4	Add 200 hours to engineering – interiors budget		X		
5	Change in schedule, change in config, change in KHC PO value, add late delivery terms	X	X	X	X
Period of Performance:	December 2007 thru ~~July 2009~~ December 2009				

APPROVALS & ENDORSEMENTS					
	Name: Chris Shurkus	Date		Name: Irene Milewski	Date
Program Manager	*Chris Shurkus*	8/13/09	Finance	*Irene Milewski*	8/17/09

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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Statement of Work:

This PWA authorizes the design, planning, procurement, and construction of ~~Executive Troop~~ Deluxe Executive configuration at the Keystone S-76 Completion Center. This PWA authorizes Purchasing to direct Keystone to complete the aircraft under Purchase Order from Sikorsky. The following are the specific actions authorized under this PWA:

Purchase Order Instructions:

Purchasing is to issue Purchase Order authorization to Keystone to commence design, planning, and completion for the aircraft listed in the cover page and the configuration shown here in, with additional responsibilities as defined in the Sikorsky-Keystone Completion Center agreement.

Total Budget:

Air Ghislaine, Inc.

Description	Hrs	PWA Total	AC 750
Green Aircraft Manufacture * *For internal use only*		$ 5,876,000	Planning purpose ONLY
Pre-Ticket Flight Test and Support	161	26,116	AC-062.1.49.0A
Post RMS Activities		10,781	AC-062.1.49.0B
*Technical Publications		17,306	AC-062.1.49.0C
*FSI Standard Training		69,967	AC-062.1.49.0D
*Customer Gift Certificate		2,000	AC-062.1.49.0E
*Fleet Mgt Services		14,871	AC-062.1.49.0F
*FOGI (Baseline)		7,000	AC-062.1.49.0G
*Other-SAC OH		3,350	Planning purpose ONLY
Total Job Order Baseline	161	151,392	
Commission-(Baseline)		217,939	
Keystone Completion **REV 5**		2,498,433	AC-S71.1.01.2A
Keystone Completion O/H		84,947	Planning purpose ONLY
Pilot Support/AC acceptance @ CC	140	19,143	AC-S71.1.01.2C
ACB	40	4,219	AC-S71.1.01.2F
Engineering- Avionics	296	33,626	AC-S71.1.01.2G
Engineering-Interiors **REV 4**	498	55,187	AC-S71.1.01.2H
Engineering-Flight Sciences	100	11,549	AC-S71.1.01.2I
Management Reserve		50,000	AC-S71.1.01.2J
***FOGI (Completion)**		8,000	AC-S71.1.01.2K
***Additional Training**		38,698	AC-S71.1.01.2M
***AAG SUPPORT-VIP only(20hrs)**		106,521	AC-S71.1.01.2N
*Other-SAC OH		4,647	Planning purpose ONLY
Extended Warranty		60,000	AC-S71.1.01.2R
Strip List		(126,058)	AC-S71.1.01.2S
Total Completion	1,074	2,848,912	
Commission-(Completion)		73,238	
Grand Total incl. Commission	1,235	9,167,481	

Charter Time –As an added benefit of an S-76C++ Deluxe Executive Helicopter acquisition, Sikorsky shall provide to Buyer twenty (20) hours of S-76 charter time in the metropolitan New York area through Sikorsky's subsidiary, Associated Aircraft Group ("AAG"). The benefit of these services may be used by Buyer upon reasonable request, subject to AAG's standard terms and

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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conditions of service, and will remain on account with AAG for two years after execution of this Agreement.

Action – Purchasing (D. McCory/S. Monteiro)

Please inform Turbomeca that the following S76C++ aircraft s/n (760~~746 771~~ 750) with Turbomeca Engines was sold to the following customer:

Air Ghislaine, Inc. (Jet Aviation)
3800 Southern Boulevard
Suite 204
West Palm Beach, Fl. 33406
Mr. Larry Visoski

Engine Certification for the country of US is required in time to support aircraft delivery. If certification has not already been obtain in this country, have Turbomeca promptly initiate certification activity with the appropriate authorities and inform us of this action.

Engine Maintenance Manuals are also required to be sent directly to the customer by the aircraft delivery date.

The following additional engine related commitments are also specified in the S76C++ New Helicopter Sales Agreement (**S76TD6167A**): NONE

Additional Requirement for Completion Center

The completion center is responsible for ensuring the documentation that is delivered to the customer reflects the delivered configuration. The documents to be delivered with the helicopter include, but are not limited to: Pilot guides for cockpit equipment, Electrical Load Analysis Report, Weight & Balance Report, 1p and 4p Vibration Report, Aircraft Equipment Inventory Listing, Certificate of Airworthiness, Return to Service, CVR/FDR Reasonability Check Report, Option Data Package for continued airworthiness for all equipment installed by the Completion Center which is not covered in the Aircraft Maintenance Manual.

All Transponders, ELT's and other programmable devices are to be programmed with appropriate information to be provided by Customer.

All aircraft equipment Software and databases are to be updated/loaded by the completion center prior to delivery. Completion Center will also submit a subscription application to each supplier for a minimum of 12 months software/database subscription. Additionally, all data transfer cables and special equipment necessary to perform these functions will be provided to the customer. This includes, but is not limited to: **EGPWS, FMS, Garmin GMX 200.**

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Aircraft is to be flown into retorque window and all retorques are to be accomplished prior to delivery. Helicopter will be delivered with sufficient flight time available to enable ferry flight to customer's home base without need for retorque or scheduled maintenance or inspections.

All open and/or applicable ASB's and AD's are to be complied with prior to delivery. CSN's complied with at the direction of the Program Manager.

No part used in the completion of the S-76 helicopter will be installed if its remaining life at time of delivery will be less that 75% of its published life. Also, parts that are subject to periodic inspections shall not be installed as part of the S-76 completion if the inspection interval remaining on the part is less than 12 months or at least 75% of the published inspection interval remains at time of delivery.

Action – Information Technologies (D. Blackmore)

- Create a MyCompletion Website, username and password for the customer listed on this PWA.
- Point of Contact (POC):
  - Chris Shurkus - S76 Program Manager (203) 386-5558
  - Ken Pike – Customer Service Manager (203) 416-4241
  - Howard Germon –Regional Sales (203) 267-7208

Action – M. Mariotti (should be charge to an expense P.O.)

- Place purchase order for (Eight) 8 display models with Microwest, 1312 West Collins Ave Orange, CA 92867, (714) 771-2521. These models are to be painted in the customer unique paint scheme including customer registration number. Have the completed models shipped to SAC, attention Chris Shurkus
- Order customer gift certificate from GBG, The Corp Gift Source, 204 Spring Hill Road, Trumbull, CT 06611, (203) 459-4424 in the amount of $2,000.00, made out to Attn: Mr. Larry Visoski

Action – Program Manager (C. Shurkus)

DESCRIPTION OF SALE

1. ***Sale*** **-** Sikorsky shall sell and deliver to the Buyer, and the Buyer shall purchase from Sikorsky, the Quantity of one new Sikorsky Model S-76C Helicopters with new Turbomeca 2S2 engines (known as the S-76C++) and equipped with the items of additional equipment specified in Exhibit A, Part 1 (the "Helicopter"). In addition, Sikorsky shall sell and perform the Completion Services for Buyer and Buyer shall purchase the Completion Services on the Helicopter, which will then be equipped with the items of additional equipment specified in Exhibit A, Part 2, (the Deluxe Executive Helicopter"). Notwithstanding anything to the contrary contained herein, during the performance of the Completion Services, the configuration items specified in Annex 1 to Exhibit A shall be removed from the Helicopter and retained as property of Sikorsky. These configuration items shall be either deleted or replaced by the customized options chosen by Buyer in Exhibit A, Part 2 as part of the Completion Services.

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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2. ***Presentation of Helicopter for Acceptance*** **-** The Helicopter shall be presented for acceptance at the Sikorsky designated facility in Connecticut (the "Designated Facility") on the Scheduled Presentation Dates. Upon Buyer's request for a demonstration flight of the Helicopter, Sikorsky shall conduct a demonstration flight at the Designated Facility during such presentation, which flight shall be approximately one (1) hour in duration or longer as may reasonably be necessary. Buyer's obligation to purchase the Helicopter is conditioned upon and subject to Buyer being satisfied that the Helicopter is in airworthy condition with all flight critical systems functional and in proper working order, and has been manufactured in accordance with the specifications of this Agreement and that the Helicopter has no damage, corrosion or other defects.

3. ***Acceptance and Title Transfer*** **-** After presentation of the Helicopter, Buyer shall evidence its acceptance of the Helicopter by executing a Certificate of Helicopter Acceptance. Upon Buyer's execution of the Certificate of Helicopter Acceptance, and payment of the Baseline Helicopter Final Payment pursuant to Section III.1.b., Sikorsky shall transfer title to Buyer at the Designated Facility. Following title transfer, Sikorsky shall provide to Buyer a FAA Certificate of Airworthiness, a Bill of Sale and a Warranty Bill of Sale (Exhibit C). Sikorsky shall retain custody of the Helicopter for the purpose of the performance of the Completion Services. As part of the Completion Services, Sikorsky will transport the Helicopter, at Sikorsky's expense, from Connecticut, to Sikorsky's designated completion center (the "Completion Center") via ferry flight. Upon its arrival at the Completion Center, the Helicopter shall be inducted into the facility in order to allow the performance of the Completion Services.

4. ***No Prospective Registration of Interest-*** Prior to the transfer of title as provided in this Agreement, Buyer, without the prior written consent of Sikorsky, shall neither register nor consent to the ability of any person to register any interest in the Helicopter or its engines on the International Registry, including without limitation, any prospective international interest, pursuant to that body of law know as the Cape Town Treaty Convention on International Interests in Mobile Equipment and the Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment (hereinafter the "Cape Town Treaty"). Any consent by Sikorsky to registration of any interest in the Helicopter or its engines shall be subject to among other things at Sikorsky's sole discretion, receipt by Sikorsky of all payments due under this Agreement at the time of title transfer of the Helicopter to Buyer. Registration of any interest under the Cape Town Treaty in violation of this paragraph shall be deemed ineffective as against Sikorsky and Buyer shall immediately upon request of Sikorsky and at Buyer's expense, take all required action to remove any such interest or other encumbrance on the Helicopter in connection therewith.

5. ***Risk of Loss*** – Sikorsky shall have risk of loss of the Helicopter, subsequent to the transfer of title through Buyer's acceptance of the Completion Services. In the event that the Helicopter is damaged or the functionality is in any way compromised during the conduct of the Completion Services, Sikorsky shall be required, as a part of the Completion Services, to repair such damage or restore such functionality to as good condition as new. Buyer agrees that any insurance proceeds for such repair shall be paid directly to Sikorsky. In the event

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

the Helicopter is lost or destroyed or damaged beyond economic repair at any time prior to Buyer's acceptance, Buyer shall have the right to either (i) purchase the next available S-76 C++ Helicopter in Sikorsky's production sequence (the "Replacement Helicopter") on the same terms and conditions as set forth in this Agreement, (however Sikorsky reserves the right to make changes in the Exhibit A configuration and Helicopter Unit Price of the Replacement Helicopter required due to obsolescence, FAA requirements, or as a result of changes in the manufacture of the Helicopter), or (ii) terminate this Agreement. Buyer shall notify Sikorsky of its decision within fifteen (15) days of receipt by Buyer of written notice from Sikorsky of the loss or destruction of or damage beyond economic repair to the Helicopter, which notice shall include the projected delivery date of the Replacement Helicopter.

5. ***Presentation of Completion Services for Acceptance*** – Upon the completion of the Completion Services, the Deluxe Executive Helicopter shall be presented for technical acceptance of the work performed at the Completion Center on the Scheduled Presentation Date Completion Services. Upon Buyer's request for an inspection and demonstration flight of the Deluxe Executive Helicopter, Sikorsky shall conduct a demonstration flight of the Deluxe Executive Helicopter, at the Completion Center during such inspection and presentation, which flight shall be approximately one (1) hour in duration or longer as may reasonably be necessary. Buyer's obligation to accept the Deluxe Executive Helicopter is conditioned upon and subject to Buyer being satisfied that the Completion Services have been satisfactorily completed and that the Helicopter as previously accepted by Buyer, is in airworthy condition with all systems functional and in proper working order and with no damage incurred.

6. ***Acceptance of Completion Services*** – After the completion of the inspection, the Deluxe Executive Helicopter shall be presented to Buyer for final acceptance of the Completion Services at the Designated Facility. Buyer shall evidence its acceptance of the Completion Services by executing a Certificate of Acceptance of the Completion Services (Exhibit C). Thereafter, upon the receipt of the Completion Services Final Payment pursuant to Article III. 1.d. below, Sikorsky shall provide to Buyer a FAA return to service certification and the Deluxe Executive Helicopter shall then be at Buyer's risk.

Add per Amend. 3

7. ***Late Delivery*** -The event Buyer does not accept the Completion Services by December 15, 2009 due to Buyer not being satisfied that the Completion Services presented on the Completion Services Presentation Date have been satisfactory completed and the Helicopter as previously accepted by Buyer, is in airworthy condition with all systems functional and in proper working order and with no damage incurred, pursuant to Paragraph 5 of Article II, Presentation of Completion Services for Acceptance of this Agreement, Sikorsky shall establish for Buyer a spares credit in the amount of $50,000, as liquidated damage for such delay.

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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The spares credit shall be established at a Sikorsky's wholly owned subsidiary Helicopter Support, Inc. and must be used within three (3) years of the Scheduled Presentation Date Completion Services. In the event that any amount of the spares credit has not been used or otherwise committed by Buyer within such time, the spares credit shall expire and Sikorsky shall have no further obligation to Buyer hereunder.

Action – Engineering (T. McTaggart , Charlie Hayden)

IV - CONFIGURATION FINALIZATION

1. ***Finalization Dates*** - The parties acknowledge that the Helicopter/Deluxe Executive Helicopter configuration set forth in Exhibit A is not yet finalized and therefore agree to finalize the following portions of the configuration by not later than one hundred fifty (150) days from the Acceptance Date of this Agreement:

   Aircraft System Specification
   Interior General Arrangement
   Audio Proposal
   Interior Rendering Board
   Aircraft Registration Number
   Exterior Paint Rendering
   Paint Scheme
   Other

2. ***Amendment*** - For this purpose, the Buyer's Contact for Technical Issues shall have complete authority on behalf of the Buyer to discuss configuration issues and amend this Agreement accordingly, with associated technical, price and/or delivery changes. If the above dates are not met, Sikorsky may delay the Scheduled Presentation Date(s) and/or increase the Total Contract Price due to Sikorsky's additional costs associated with such delay and/or terminate this Agreement.

Action – (D. Carew, P. Perschbacher, K. Ohrenberger)
VI - HELICOPTER RELATED PROVISIONS

1. ***Type Design and Production Approval*** - The S-76 helicopter and all of its variants has been granted Type Certification by the U.S. Federal Aviation Administration ("FAA") under Federal Aviation Regulation ("FAR") Title 14 CFR Part 21. The certification basis of the S-76 as defined by Type Certificate H1NE, is FAR Title 14 CFR Part 29, "Airworthiness Standards: Transport Category Rotorcraft". Manufacture of the S-76C++ helicopter is approved under Sikorsky's Production Certificate PC-105 granted in accordance with FAR Title 14 CFR Part 21. Sikorsky as Type Certificate Holder, in the course and conduct of its business may at its sole discretion, seek FAA approval for the manufacture of the Helicopter under Sikorsky's Type Certificate at any facility wholly owned and controlled by Sikorsky and approved for such manufacture by FAA.

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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2. ***Special Flight Tests*** - Flight test work required for prototyping of any components or system detailed in ParagraphVII.5 below, functional checkout, or qualification of any additional equipment contracted may be performed by Sikorsky on the Helicopter and the Deluxe Executive Helicopter prior to title transfer thereto or final delivery thereof, respectively, to the Buyer. The delivery of the Helicopter or the Deluxe Executive Helicopter may be delayed to the extent necessary to accomplish the flight test work objectives without any liability on the part of Sikorsky for any such delay. In the event the Helicopter or Deluxe Executive Helicopter is destroyed during the period of such flight tests, such destruction arising from any cause whatsoever, Sikorsky shall be under no obligation to furnish a substitute Helicopter or Deluxe Executive Helicopter but shall rather be relieved of all obligations with respect to the delivery of such Helicopter or Deluxe Executive Helicopter so destroyed, except that Sikorsky or the insurance company shall promptly refund to Buyer all amounts theretofore paid by Buyer with respect to the purchase price thereof.

Action – Customer Service (K. Perry, T. Wollenberg, J. Hutchinson):

V. *WARRANTIES*

Warranties - Sikorsky's warranties and Buyer's remedies are set forth in Exhibit B Deluxe Executive Helicopter Warranty.

1. ***Engine Warranty***- The engine manufacturer warranties and Buyer's remedies are set forth in Exhibit C. As a matter accommodation to Buyer Sikorsky shall obtain from the engine manufacturer, Turbomeca, a warranty extension of one year beyond the standard two years, for a total duration of three years or 1,000 flight hours as defined in paragraph 1.1 of Exhibit C, Turbomeca Arriel 2S2 Turboshaft Engine, that is attached hereto for reference. For the avoidance of doubt, the engine remains warranted by the engine manufacturer and all other terms and conditions of the engine manufacturer warranty shall remain unchanged.

VI - HELICOPTER RELATED PROVISIONS

3. ***Publications*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall furnish or offer to the Buyer certain publications under this paragraph for use by the Buyer and its contractors in operating and supporting the Deluxe Executive Helicopter. Sikorsky shall provide the Buyer with two paper copies of the Pilot's Flight Operating Manual and one copy each of the Sikorsky Maintenance Manual, Illustrated Parts Catalog, Wiring Manual, Engine Operating and Maintenance Manual and Engine Illustrated Parts Breakdown, and all revisions to each Sikorsky manual for three (3) years after delivery of each Deluxe Executive Helicopter at no additional cost to the Buyer. In addition, the Buyer may elect to receive S-76 Interactive Electronic Technical Manuals (IETMs) contained on one (1) CD-ROM computer disk and/or via Internet access from a Sikorsky-provided web site for accessing the information contained in the S-76 Maintenance Manual, Illustrated Parts Catalog and Airworthiness Limitations and Inspection Requirements Manuals (Chapters 4 and 5). The IETMs shall be subject to Sikorsky's standard IETM software license agreement terms. The Buyer also shall receive all revisions to the Sikorsky IETMs for three (3) years after delivery of

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the Deluxe Executive Helicopter at no additional cost to the Buyer. In addition, Sikorsky shall provide one copy of the operational and maintenance manuals of options, system schematics for the Deluxe Executive Helicopter normally available from Sikorsky and aviation subcontractors.

- ***Helotrac***™ - With each Helicopter sold and delivered hereunder, Sikorsky shall make available to Buyer a one-year subscription to this service.

VII - TRAINING PROVISIONS

1. ***Initial Pilot Training Services*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall make available to three (3) Buyer pilots an S-76 initial pilot training course approximately ten (10) days in duration, consisting of a Visual Flight Rules ("VFR") transition segment and, as required, an Instrument Flight Rules ("IFR") transition segment. Each of the segments is programmed to provide emphasis on helicopter familiarization, classroom instruction on systems operation and instruction in both the S-76 Simulator and the S-76 Cockpit Trainer. In addition, each Buyer pilot will receive two and one half (2.5) hours of flight with an instructor pilot. Each Buyer pilot must have a current U.S. commercial helicopter certificate or equivalent, and for the IFR segment, each Buyer pilot must have a current commercial certificate helicopter instrument rating, or equivalent. All flight training shall be conducted on the Deluxe Executive Helicopter to be delivered hereunder, following acceptance by the Buyer and transfer of title to the Buyer.

2. ***Initial Maintenance or Electrical Training Services*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall make available to three (3) Buyer mechanics an initial S-76 maintenance training course approximately fifteen (15) days in duration or, at Buyer's option, an S-76 electrical training course approximately ten (10) days in duration. Either course includes inspection and maintenance troubleshooting and use of a maintenance trainer. Each mechanic must have background experience in one or more of the following categories: certified (by the FAA or by an equivalent airworthiness authority) airframe mechanic with one (1) year practical experience as a rated aircraft mechanic; one (1) year experience as an active mechanic on a commercial or military helicopter; or three (3) years general experience as a commercial or military aircraft mechanic.

3. ***Engine Training Services*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall make available to three (3) Buyer mechanics, an engine maintenance course at the engine manufacturer's facility. This course is approximately five (5) days in duration.

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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HELICOPTER CONFIGURATION EXHIBIT A

The following items of standard and optional equipment as described below, which have been selected by the Buyer, shall be installed on the Helicopter to be delivered under the Agreement.

Part 1:

BASELINE AIRCRAFT

Features of the S-76C++ Aircraft Code 0102:

Dynamic System - Two Turbomeca Arriel 2S2 engines, and a four blade articulated main rotor system with dual controls.

Cockpit – An Integrated Instrument Display System (IIDS), with an easy to upgrade avionics package. There is a Bleed Air Heating Defogging system and dual windshield wipers. The Pilot and Copilot seats come with a five point Restraint system.

Cabin – A large cabin that can be configured for four different missions and a 38 cubic foot baggage compartment

Other – Retractable landing gear, and 281 gallons of usable fuel

Baseline Avionics Package Includes:

Collins Proline II: Dual Collins VHF 22A Comms and VIR 32 Navs, single ADF 462 ADF, TDR 90 Transponder, DME 42 DME with IND 42A Indicator, ALT 1000 Radio Altimeter with Expanded Scale ALI 55A Indicator.

Honeywell EFIS/DAFCS: 4-Tube Honeywell EDZ 756 EFIS with 5" x 6" Indicators Displaying Airspeed, Altitude and Vertical Speed, Dual Litef AHRS, Dual Penny and Giles Air Data Computers, Dual Honeywell Digital SPZ 7600 Automatic Flight Control System, Altitude Alert.

Electrical: 28 Volt Electrical System with two 200 Amp Starter/Generators, 10 KVA AC Generator, Dual Static Inverters, Avionics and EFIS Master Switches.

Audio: Dual dB Systems Audio control panels with ICS and VOX plus three maintenance jacks, one in the cabin and two in the baggage compartment. This also includes dual 45° pedestal mounted ICS foot switches, three David Clark Headsets, one six-foot walk-around cord and two 30-foot walk-around cords, Cabin PA/Chime System, and a Passenger Briefing System - PBS 250

Backup/Safety Systems: Enhanced Ground Proximity Warning System, Universal 120 CVR, 3" Backup Airspeed Indicator and Altimeter, ADI-335D Standby Attitude Indicator with Nav1/Nav2 Select, ELT 406-NHM w/ Satellite Frequency, Electric Door Locks – Cabin, Cabin/Cockpit and FD DCPL Chime/Annunciator

Weather Related Systems: Wx Avoidance Radar - Primus 440, Windshield Washer System, Heated Glass Windshields, and Engine Inlet Barrier Filter

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

PART 2
DELUXE EXECUTIVE COMPLETION SERVICES

ADDITIONAL AVIONICS ITEMS

07025 Delete PBS 250 Passenger Briefing System
11002 Radio Tuning Units - RTU 4200
11028 Dual - Mode S Transponders w/Diversity TDR 94D
11037 DME, 2nd - DME 42
~~30061 Cabin ICS~~ DELETE PER AMEND 3
30012 Audio Jacks - Emergency *(Std/Bose)*
30020 Audio Jacks, Cockpit - Bose
~~30093 Cabin Call System~~ DELETE PER AMEND 3
31021 Speakers - Door, Two
32001 Cellular Phone Base and Charger
~~32024 Satellite Communications System, AirCell ST 3100~~ DELETE PER AMEND 3
34053 Nav/LRN Switch for ADI 335D
34081 Vertical Card Standby Compass
~~35053 FMS - Universal UNS 1F w/Go Around Switch wired to the Collective~~ DELETE PER AMEND 3
36044 Lightning Strike Sensor - LSZ 860 w/LU 860
36065 Wx Avoidance Radar - Primus 880, *exchange for Primus 440*
36104 GMX-200 Multi Function Display, Garmin
36105 JeppView for GMX-200 MFD
36120 Honeywell Multi Function Radar Display (MFRD) displays Radar, Flight Plan, & Checklists
37011 TCAS I System - CAS 66A
37017 TCAS Control Panel - CP 66B
37025 TCAS I TA/VSI Display, Dual -IVA 81D

PAINTS & FINISHES

50002 VIP Interior Paint Prep & Finish
50012 VIP Exterior Paint Preparation & Finish

INTERIORS

~~63000 Deluxe VIP Interior Group,~~ ~~featuring: Silencer airframe isolated interior wall panel system, high performance airframe mounted secondary acoustic package, Ultraleather or Ultrasuede interior panel upholstery, ECS ducting, cockpit/cabin divider bulkhead with left hand and right hand sliding windows, leather seat upholstery, general cabin lighting, emergency cabin lighting, reading lights (8) and air outlets (8), cabin door threshold lighting, membrane switch panels to control cabin systems, tinted interior cabin windows, decorative plating in cabin, illuminated ordinance signs, emergency/informational signage, emergency exit signs, cabin and cockpit carpet with spare, wood veneer/leather/decorative metal details, integral magazine racks on cabin doors, storage cabinet forward of raised fuel deck, seat maintenance covers, cabin floor runners, molded baggage compartment floor liner, Stain~~

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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~~Guard Protection, Nut Plates fittings for all Opera Windows and Removal of unused tie down fittings.~~ **DELETE PER AMEND 3**

~~**63013 Aft Facing Bench – ¾ Place**~~ **DELETE PER AMEND 3**
63071 Bulkhead Storage Compartment - Crew *(Aft Facing Bench)*
~~**63085 Cabin Coat Hooks, Two**~~ **DELETE PER AMEND 3**
63098 Acoustic Noise Reduction - Bay Blanket Kit, Lightweight
70016 Sheepskin Seating - Crew Seats
70052 Seat Belt Extension
72063 Flight Manual Storage, LH Controls Closet

INTERIORS (Continued)

76017 Cabin Door Vents, Remove
77034 Single Action Door Release

AIRCRAFT ITEMS

80001 Boarding Step, Retractable - LH
80002 Boarding Step, Retractable -RH
80082 Engine Inlet Covers Storage *(S-76C++)*
80086 Maintenance Covers - Exterior
~~**80090 Vertical Pylon Access Panels, CSN 76-207**~~ **DELETE PER AMEND 3**
83001 Annunciator - "FUEL X-FEED" ON
83051 Hydraulic Quick Disconnect Relocation
~~**83055 Remove LH Accessory Drive - CSN 76-205**~~ **DELETE PER AMEND 3**
83065 Pulsed Electric Engine Chip Detector System, Eaton 1K7707
84051 C4 Environmental System
85001 Annunciator - "Land LT ON"
85002 Annunciator - "Search LT ON"
85012 Gooseneck Map Lights
~~**85036 Anti-Collision Light, Red - Bottom**~~ **DELETE PER AMEND 3**
85051 Landing Light - LH Main Gear
~~**85061 Recognition Lights - Forward Facing**~~ **DELETE PER AMEND 3**
~~**85063 Logo Lights**~~ **DELETE PER AMEND 3**
~~**85071 Pulselight System**~~ **DELETE PER AMEND 3**
~~**85072 Pulse Landing Lights**~~ **DELETE PER AMEND 3**
~~**85073 Pulse Recognition Lights**~~ **DELETE PER AMEND 3**
86001 Approach Plate Holder, Lighted - Pilot
86002 Approach Plate Holder, Lighted - Copilot
86016 Pencil Holder
86017 Console Storage Bin-Small *(Added per amend 1)*
86026 Sun Tint - Windshield
86050 Overhead Lateral Absorber
86052 Bifilar 5P
86054 Track and Balance Accelerometers Installed in Fuel Cell Extension
86060 Rotor Pedals Lube Kit

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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87001 Annunciator - "Pitot Heat" On
87002 Annunciator - "W/S Heat On"
88051 Floats Completion
88061 Single Pilot IFR
90001 Cabin reading light master ON/OFF switch in the cockpit
90002 Clear Coat Exterior Paint (over metallic)
90003 Replace exterior fairing/access panel hardware with stainless steel hardware
~~90004 Relocate reading lights from center cabin ceiling to above outboard passenger system~~ DELETE PER AMEND 3
~~90005 Eight Bose headset jacks for use with the cabin ICS in the cabin (custom locations)~~ DELETE PER AMEND 3
~~90006 Satcom System to be installed without the cockpit intercom capability (ref. code 32024)~~ DELETE PER AMEND 3
90007 GMX200 display to be installed on the right and the MFRD on the left
~~90009 Audio input jack in cabin for Ipod type device. Entertainment audio to be heard in all cabin Bose headsets. No other controls, volume controlled via iPod device~~ DELETE PER AMEND 3
90010 Audio input jack in cockpit for Ipod type device. Entertainment audio to be heard in both cockpit Bose headsets only. No other controls, volume controlled via Ipod devise
~~90012 Boarding steps to be surfaced with coarse non-skid~~ DELETE PER AMEND 3
~~90013 Fwd facing bench seat, 3-4 passenger, W/wide single fold down armrest for right hand passenger. Armrest shall be shortened from the standard length and provide storage inside under lid for IPOD/Cell phone jacks (reference 90021 & 90009) and holders for customer furnished IPOD/Cell phone.~~ DELETE PER AMEND 3
~~90015 Sheep skin throw carpet for cabin floor.~~ DELETE PER AMEND 3
~~90016 Headset hangers located at ceiling level above all 8 cabin seats against forward/aft bulkheads~~ DELETE PER AMEND 3
~~90017 Customer Cabin Interior Materials~~
~~Customer Furnished Materials~~
~~(Leather, Carpet, Sheepskin, Panel Covering)~~
~~Custom Upholstery Work~~ DELETE PER AMEND 3
90019 Do not install the 63000 magazine storage in lower cabin doors (Added per amend 1)
90020 Custom upholstery/cushion fabrication requiring customer approval via pre-production prototype.
~~90021Cell phone Interface into the cabin ICS system. Connection to be in the fold down armrest of the 90013 fwd facing bench seat with ability to select the cell phone connection for any occupant on the fwd facing bench seat (4) positions. Tied to Weight-on-Wheels switch to disable in-flight use.~~ DELETE PER AMEND 3

ADD PER AMEND 3
35055 FMS, Universal UNS-1 Fw (WAAS FMS) with LPV Monitor (assumes 1st)
80082 Enhance Door Pins, Cockpit
85037 Anti-Collision LED Light, Red, Top

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00262322
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85039 Anti-Collision LED Light, Red, Bottom
85040 LED Position Lights
90022 Customize calling reading lights. Reallocate one reading light from each group to the outboard area of the calling, to be centered on outboard passenger seats
90024 Relocate the reading switches to the overhead area, adjacent to the reading lights. Relocate the dome light switches on the same panel as the relocated outboard lights in the outboard position
90025 CG satellite phone system with NxtMail WiFi Server to support Blackberry email, includes cabin headset and cockpit dialer
90029 LED Landing Lights, left and right, with pulse capacity
90030 LED Recognition Lights, with pulse capacity
90031 Garmin GDL-69A XM weather receiver with XM radio receive capability. XM radio audio output will be connected to cabin headsets only (Ref. Option 90039)
90032 Four 110 Volt AC outlets in cabin powered by 1000 VA converter hooked to AC generator. Outlets to include flip covers
90033 Four 12 Volt DC automotive-type jacks in cabin, with covers
90034 Modify cabin interior door handle lighting per customer preference. Remove the standard strip of LED lights and replace with single, concealed light source to provide a uniform illumination of the handle area
90036 Cabin ICS system with 8 Bose headset jacks, with Call function. Headsets not connectable to satellite phone
90037 Connection of audio from the #1 VHF radio (CDM 1) to the cabin ICS circuit, with on/off switch in cockpit
90039 Cabin Entertainment System with:tainment System with:
~3 Audio sources: IPod dock, auxiliary stereo audio input, and XM Radio from Garmin GDL-69A (with remote control)
~Switch panels(qty 4) with Source Select and Call button
~Audio plays over headsets only, not speakers
90040 Redesign Forward cabin bulkhead to extend lower than the bottom of the standard narrow windows
90042 Custom Cabin Interior
90044 Custom Cabin Headset Hooks (Quantity 8)
90045 Shoe-cleaning Mat on Boarding Steps LH/RH
90046 HEEDS Bottle Mounts on Cockpit side posts (similar to a/c 696 & 700)
90047 Umbrella Holders on Inside of Baggage Compartment Doors (similar to a/c 696)
90048 Custom Aft-Facing Bench Seat, Three to Four Place, with Shortened Single Center Fold-Down Padded Arm Rest
90049 Custom Forward-Facing Bench Seat, Three to Four Place with shortened Single Center Fold-Down Padded Arm Rest
90050 LED Logo Lights

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
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Strip List:

Removal of the baseline Production Aircraft parts listed below (for each aircraft) shall be accomplished under Sikorsky Quality Assurance supervision. The parts will be stored in a bonded storeroom and returned to Sikorsky Aircraft upon direction. These parts must be removed upon receipt of the aircraft at Keystone and before induction into the Part 145 operation. Component removals (Strip List) shall be performed per Sikorsky Aircraft Process Procedure PR: 03-02-087 - Baseline Production Aircraft Part(s) Removal.

CODE	Option Name	P/N	Owner	NOMENCLATURE	QTY	Stock LOC	Std Cost	Total Value
0725	PBS 250	Unknown		Passenger Briefer System	1			
		PBS250-1-S5	AERO	Briefer Computer	1	3WPN	1,964.00	1,964.00
		PBS250-2-B5	AERO	Briefing Controller	1	3WPN	893.86	893.86
0102	Standard Aircraft	76COL-51000-011		Baseline Interior Package				
		33776-52167-011	SAC	Marking Install				
		250-2 AC/3A	SAC	Exit Sign	2	P60N	79.36	158.72
		33776-52598-011	SAC	Curtain Install				
		33776-52598-041	SAC	Curtain Assy	1	P60N	256.00	256.00
		33776-57574-011	AERO	Ceiling Install				
		33776-57574-042	AERO	Duct Assy	1	3STN	390.00	390.00
		33776-57574-045	AERO	Ceiling Panel Assy	1	P74N	7,763.02	7,763.02
	Ballast Weights	76500-00701-011	SAC	Ballast Install				
		33776-64732-104	SAC	Ballast	18	P60N	57.00	1,026.00
		76500-00701-041	SAC	Plate Assy	1	P60N	1,336.53	1,336.53
		33776-64732-103	SAC	Retainer	3	P60N	78.84	236.52
	Door Seals				4			
11002	(RTU) Radio Tuning Units							
		622-6521-015	AERO	NAV Control Head (CTL 32)	2	P74N	2,195.10	4,390.20
		622-6520-007	AERO	COMM Control Head (CTL 92)	2	P74N	2,195.10	4,390.20
		622-6523-203	AERO	Transponder Control Head (CTL 92)	1	P74N	2,538.00	2,538.00
		622-6522-007	AERO	ADF Contol Head	1	P74N	2,294.54	2,294.54
		33776-44352-045	AERO	Mounting Plates	3	P74N	193.47	580.41
11028	Dual Mode S XPNDR -TDR 94							
		622-1270-001	AERO	TDR-90 Transponder RT	1	P60N	6,733.80	6,733.80
		622-5211-003	AERO	TDR-90 Tray	1	3STN	0.00	0.00
		622-6590-002	AERO	CAD 62 Adapter	1	P60N	705.00	705.00
		653-9015-001	AERO	CAD 62 Adapter Tray	1	P60N	0.00	0.00
		622-6523-203	AERO	Transponder Control Head	1	P74N	2,538.00	2,538.00
34081	Vertical Card for Standby Compass							
		MS17983-4	AERO	Standby Compass	1	P60N	668.25	668.25
36065	Wx Avoidance/Search Radar - Primus 880							
		7021450-401	AERO	WU440 TRA	1	P74N	18,560.00	18,560.00
		7007700-104	AERO	Weather Radar Indicator	1	P74N	10,707.00	10,707.00
36120	Honeywell Multi Function Radar Display (MFRD							
		7007700-104	AERO	Weather Radar Indicator	1	P74N	10,707.00	10,707.00
84051	C4 Environmental System							
		76500-07050-018	AERO	Heat Vent Install				
		SS49TA824-4D16V	AERO	Restrictor	1	P60N	0.00	0.00
		129580-2	AERO	Duct Tee	1	P60N	1,359.00	1,359.00
		129632-1	AERO	Sensor	1	P74N	7,670.00	7,670.00
		3166037-1	AERO	Tee Assy	1	P74N	0.00	0.00
		3100037-4	AERO	Tee	1	P74N	0.00	0.00
		3214102-2	AERO	Pressure Transducer	1	P74N	600.00	600.00
		33776-54210-041	AERO	Suppressor	1	3STN	10,407.23	10,407.23
		76306-07004-578	AERO	Tube Assy	1	P74N	0.00	0.00
		76306-07004-080	AERO	Tube	3	P74N	0.00	0.00
		76307-03006-047	AERO	Tube	1	P74N	66.64	66.64
		76307-03006-071	AERO	Tube	1	P74N	86.26	86.26
		76307-03006-072	AERO	Tube	1	P74N	68.55	68.55
		76450-01043-011	AERO	Panel Install				
		76450-01042-041	AERO	Panel Assy	1	P74N	1,919.38	1,919.38
		76500-07075-042	AERO	Adapter Assy	2	P74N	181.07	362.14
		76500-07901-103	AERO	Blower	1	P60N	6,167.00	6,167.00
		76500-07905-103	AERO	Suppressor	1	P74N	7,814.00	7,814.00
		76500-07050-019	AERO	Heat Vent Install				
		76306-07004-057	AERO	Tube Assy	1	P74N	42.63	42.63
		76306-07004-068	AERO	Tube Assy	1	P74N	57.31	57.31
		76307-03006-049	AERO	Tube Assy	1	P74N	70.63	70.63
		76307-03006-082	AERO	Tube Assy	1	P74N	51.82	51.82
		76307-03006-083	AERO	Tube Assy	1	P74N	76.67	76.67
		76307-03006-084	AERO	Tube Assy	1	P74N	63.40	63.40
		76500-07054-043	AERO	Duct Assy	1	P79N	0.00	0.00
		76500-07068-042	AERO	Adapter Assy	1	P74N	200.14	200.14
		76500-07900-104	AERO	Valve	1	P74N	5,613.00	5,613.00
		76500-07068-102	AERO	Adapter	1	P60N	890.00	890.00
		76212-03004-044	AERO	Heat Duct Assy	1	P74N	987.00	987.00
		76212-03004-043	SAC	Heat Plenum	1	P74N	0.00	0.00
		76212-01016-101	AERO	Cockpit Defrost Duct	1	P74N	0.00	0.00
		76212-03005-101	AERO	Cockpit Defrost Duct	1	P74N	0.00	0.00
		76212-03004-051	AERO	Duct Assy. Upper L/H	1	P74N	1,029.00	1,029.00
		76212-03004-042	SAC	Duct Assy	1	P74N	0.00	0.00
		76212-03004-041	SAC	Duct Assy	1	P74N	0.00	0.00
		76500-07512-042	SAC	Assy	1	P04N	0.00	0.00
		33776-64058-019	AERO	ICS Install				
		33776-64058-041	AERO	Switch Box Assy, LH	1	P64N	0.00	0.00
		33776-84625-011/-012	H.S.I.	NACA Door Vents (Removal)				
		1482-03	SAC/PSOR	LH NACA Duct Valve Assy	1	3WPN	0.00	0.00
		1482-04	SAC/PSOR	RH NACA Duct Valve Assy	1	3WPN	0.00	0.00
		76207-01136-101	AERO	Panel	4	P60N	PAPO	PAPO
		1613-01	AERO	Vent Panel Assy	1	3STN	PAPO	PAPO
		1613-02	AERO	Vent Panel Assy	1	3STN	PAPO	PAPO
		82405	AERO	Diffuser	4	3STN	120.95	483.80
85012	Gooseneck Map Lights (EX)							
		15-0007-127	AERO	Grimes Utility Lights	2	P74N	567.63	1,135.26
							Total	126,059

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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EFTA02728091

Facsimile Cover Sheet

NEW YORK STRATEGY GROUP LLC
THE VILLARD HOUSE
457 MADISON AVENUE
NEW YORK, NEW YORK 10022
PHONE: 212-750-1176 FAX: 212-750-0381

To:	Ricky Reno
Company:	
Phone:	
Fax:	(484) 483-4831
From:	Darren K. Indyke
Date:	February 26, 2006
Pages including this cover page:	6

Comments:

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EFTA_00262325

EFTA02728092

KEYSTONE HELICOPTER
Quality Leadership in Rotorcraft Services™

February 04, 2008 **Quote** QSF06025

Air Ghislane Inc.
1131 Pine Point Road
Singer Island, FL 33404

Keystone Helicopter is very pleased to present the following quotation to Air Ghislane Inc. for the Painting of Sikorsky S76C++

Painting of Aircraft

1. Sand, and prime and paint aircraft with paint in a three (3) color paint scheme. This paint scheme consists of one color base and two (2) each color accent stripes.

2. Paint large "N" numbers using existing scheme.

3. Remove and Replace Door Seals.

Labor and Materials to paint aircraft **Price $65,550.00**

Any major repairs such as large dents, cracks, fiberglass damage or replacement of any hardware will be at an additional cost and only after customer's approval.

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262326

EFTA02728093

AIRCRAFT PAINT - STANDARD OPERATING PROCEDURE

- Wash and degrease aircraft.
- Remove Cowlings/antennas and reinstall after painting.
- Remove main rotor blades and store.
- Remove Chaff Tape and replace during detailing, if required.
- Wrap windows, landing gear, access panels, engine and transmission.
- Sand aircraft.
- Repair any damage (after customer's approval)/ apply fill primer.
- Remove doors.
- Wrap door frames
- Apply self-etching primer to airframe as required.
- Apply fill primer to composite areas as required.
- Mix paint to customer's selection.
- Apply three coats of base paint to aircraft and two coats of clear.
- Apply three coats of stripes and two coats of clear.
- Apply registration "N" number and decals.
- Cowlings and doors are installed onto aircraft for layout and removed for painting separately from airframe.
- Hardware will be left unpainted.
- Detail aircraft after removal from paint booth.

SDNY_GM_00006587

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262327

EFTA02728094

Notes:

1. Any delays to aircraft schedule; FAA / Manufactures / Customer in origin will not be the responsibility of Keystone Helicopter Corporation.
2. Offered or requested scheduling times can only be guaranteed with a signed quotation or letter of intent; accepted and confirmed by Keystone.

30 Days Lead Time required

15 Working days to perform the above work.

Scheduling to be mutually acceptable to Air Ghislane and Keystone Helicopter Corporation.

This quote expires in 30 days from dated received.

Payment terms: 50% with Purchase Order and 50% upon delivery of Aircraft.

Keystone Helicopter Corp. (Seller) by _____ / _____
Ricky Reno / Sales Manager Date

Direct: 610-883-4474 Mobile: 717-669-3170 Fax: 484-483-4831

I hereby authorize the above work to be done and the acquisition of the necessary parts for performing such work. It is expressly agreed that the terms and conditions on the attached sheet with this order shall form part of this contract between the parties hereto. My signature below indicates that I have read said terms and conditions and have agreed thereto.

By Air Ghislaine, Inc. Darren K. Indyke, Vice Pres. / 2/26/08
Company Name (Buyer) Authorized Agent or Official Title Date

SDNY_GM_00003589

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262328

EFTA02728095

TERMS AND CONDITIONS

1. **Delivery, Title and Shipping-**Title to and risk of loss of all materials and services sold by Keystone Helicopter Corporation, (hereinafter called "Seller") shall pass to Buyer upon their delivery FOB at Seller's plant, to Buyer or an agent of Buyer, including a common carrier. Wherever transportation rates and carrier's liability for damage depend upon the value of the shipment as declared by shipper, Seller will declare such value as will entitle Buyer to have materials shipped at the lowest permissible transportation rates unless otherwise instructed in writing by Buyer.

2. **Excusable Delays-**Buyer acknowledges that the materials and services governed by these terms and conditions are to be manufactured or performed by or for Seller to fulfill this order and that the delivery and performance dates are based on the assumption that there will be no delay due to causes beyond reasonable control of Seller. Seller shall not be charged with any liability for delay, non-delivery, or nonperformance when due to delays of suppliers, acts of God or the public enemy, compliance in good faith with any applicable foreign or domestic governmental regulation or order whether or not it proves to be invalid, fires, riots, labor disputes, unusually severe weather or any other cause beyond the reasonable control of Seller. To the extent that such causes actually retard deliveries or performance on the part of Seller, the time for the performance shall be extended for as many days beyond the date therefore as is required to obtain removal of such causes. This provision shall not, however, relieve Seller from using its best efforts to avoid or remove such causes and continue performance with reasonable dispatch whenever such causes are removed.

3. **Warranty-**Seller warrants its overhaul and repair work to be free from defects due to its faulty workmanship. Faulty workmanship, as used herein, means failure on the part of Seller to conform to acceptable industry practice as prescribed by applicable government regulations, manufacturer's specifications, and the herein agreement specifications. Seller hereby gives to Buyer, insofar as it is entitled to give, the benefits under any warranties which may exist in favor of Seller by manufacturers or other persons supplying the parts or materials utilized in performing the herein agreement. The period of this warranty shall end either (i) one hundred and twenty (120) days after delivery to Buyer or (ii) the completion of three hundred fifty (350) hours of aircraft operation following delivery whichever first expires. Disassembly of the aircraft or unit to correct the defect or fault, removal of the defective or faulty equipment or part, and installation of the corrected or new equipment or part, and reassembly of the aircraft or unit shall be at the Buyer's expense. The obligation and liability of Seller under this warranty is expressly limited to assuming only its labor cost of repairing or overhauling the aircraft or unit, at its election, which it determines to be defective due to its faulty workmanship. This warranty shall apply only if each of the following conditions are satisfied; (a) Buyer delivers written notice of warranty claim arising during the warranty period to Seller before the expiration of thirty (30) days following the end of the warranty period, and (b) Buyer delivers the defective aircraft or unit to Seller's facility at Buyer's expense within thirty (30) days after written notice given, an (c) Seller determines that the aircraft or unit has been operated in accordance with prescribed governmental regulations and the manufacturer's recommendations, and that the aircraft or unit has not been subjected to accident, abuse or misuse.

4. **Limits of Liability-**Buyer agrees and hereby does release Seller from all liability for any or all loss or damage to Buyer's property excepting loss or damage caused by the sole negligence of Seller as described in paragraph 9 below. THE WARRANTY PROVIDED HEREIN, THE OBLIGATIONS AND LIABILITIES OF SELLER HEREUNDER, AND THE RIGHT AND REMEDIES OF BUYER HEREUNDER ARE IN LIEU OF AND THE BUYER HEREBY WAIVES ALL OTHER WARRANTIES, GUARANTEES, OBLIGATIONS, LIABILITIES, OR REMEDIES, EXPRESSED OR IMPLIED ARISING BY LAW OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OBLIGATION OR LIABILITY OF SELLER ARISING FROM TORT OR WITH RESPECT TO LOSS OF USE, REVENUE, OR PROFIT, OR CONSEQUENTIAL DAMAGE), AND SHALL NOT BE EXTENDED, ALTERED, VARIED OR AMENDED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY SELLER AND BUYER.

5. **Payment-**Unless otherwise stated on the reverse side hereof, payment in full shall be made by Buyer concurrently with delivery, provided, however, that Seller may subsequently demand and receive payment of any additional charge(s) accruing hereunder if not previously paid by buyer. Acceptance of this quotation constitutes authority for Seller to expend labor and purchase material required for the performance thereof. In the event Buyer cannot or does not furnish the aircraft to Seller in accordance with this agreement, Seller will invoice and Buyer will pay all incurred costs together with a reasonable profit hereon.

6. **Additional Charges-**The following additional charges are not reflected in the quoted prices on the reverse side hereof and shall be paid by Buyer to Seller upon demand, if applicable. Buyer shall pay to Seller upon demand, any and all taxes, other than a tax upon the income of Seller, required to be paid by Seller as a result of its performance hereunder, including without limitation, any tax resulting from the sale, delivery, storage or transfer of goods, furnished hereunder. Seller's charges for repairing or adding to any Buyer - furnished parts, material or equipment found not otherwise suitable for its intended use. Additional costs to which Seller may be subjected due to late receipt of Buyer - furnished parts and materials which contribute to work interference and/or delays. Additional costs to which Seller may be subjected due to any deletions, additions or modifications made by the Buyer to these specifications requiring modification of the work schedule or additional labor, parts, and materials, not described on the reverse side. [Fuel, oil, insurance and flight crews required for flight testing the aircraft shall be furnished by the Buyer].

7. **Collections-**In the event it becomes necessary for Seller to initiate legal actions to collect any sum hereafter owing under this agreement, Buyer shall pay all costs, expenses and reasonable attorney's fees that Seller may incur incident to effect such collection.

8. **Changes-**Seller reserves the right to make, at any time, such changes in details, construction, arrangement, or equipment as shall, in its judgment, constitute an improvement. If such change is due either directly or indirectly to governmental prohibitions, restrictions, priorities, or any of the materials or construction specified or contemplated herein are not readily procurable for their intended purpose, then Seller shall have the right to substitute other material suitable for the work.

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262329

EFTA02728096

9. **Buyer's Remedies-** (a) Except as indicated in subsection (c) below, Seller shall be liable to Buyer for loss or destruction of or damage to property of Buyer in the possession of Seller caused by the gross negligence or willful misconduct of Seller, but such liability shall not, in any event, exceed an amount equal to the value of the property so lost, destroyed or damaged at the time of its delivery to Seller hereunder and in the event of such damage which can be reasonably repaired, such liability shall not exceed an amount equal to the cost of repair. Seller shall not, except on account of its sole negligence as aforesaid, be liable for any other direct or indirect damage to such property. (b) Notwithstanding the foregoing, Seller shall not be under any obligation or responsibility of any kind with respect to personal property in the aircraft unless responsibility, in any event limited as above provided, is expressly assumed in writing by Seller after receiving notice in writing from Buyer of the presence of such personal property in such aircraft. (c) In the event Buyer requests Seller to ground test and/or flight test the Buyer's helicopter, Buyer agrees to defend, indemnify, and hold harmless Seller and Seller's directors, officers, employees, service representatives, and agents from any liability, claim of liability, expense, cause of action, loss or damage whatsoever, for any injury including death, to any person or property whatsoever, including the Buyer's helicopter, from any cause whatsoever, including Seller's actual or imputed negligence or other tort, arising out of or because of such ground or flight operations of Buyer's helicopter. Buyer agrees to provide, at Seller's request, evidence of appropriate insurance coverages to protect Seller in accordance with this paragraph

10. **Lien-**Seller shall have a lien upon Buyer's aircraft or unit for the cost of all work performed hereunder and for the cost of all parts furnished by Seller hereunder, including, without limitation, reasonable compensation for storage incurred by Seller by reason of delay in delivery of Buyer's aircraft for any period in excess of one (1) week during which delivery thereof is delayed by Buyer's fault or responsibility.

11. **Modifications-**Modifications or exceptions to this agreement must be by written agreement between Buyer and Seller.

12. **Entire Agreement-**The terms and conditions of this order constitute the entire agreement between the parties hereto and shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. This agreement and the performance thereof shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its choice of laws provisions.

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262330

EFTA02728097

From: Jackson, John J SIK
Sent: Wednesday, April 18, 2007 9:55 AM
To: Doll, Ed G SIK; Chaudhary, Waheed A SIK; Plucienik, James SIK; Chaffee, William E SIK; Rinaldi, Stephen A SIK; Cadoret, Robert E SIK
Cc: Bates, Kenneth C SIK; Fracassini, Donald C SIK; Valenti, Kathleen J SIK; Sutter, Kurt SIK; Brown, Donald E SIK; Cappello, Elizabeth SIK; Cacace, Edward SIK; Ameljanczyk, Peter SIK; Dunlap, Reid C SIK; Furdeck, John V SIK; Kristy, David SIK; Wildman, Gerald SIK; Grosso, Robert J SIK; Finn, John Ind Engg SIK; Gerst, Kacy SIK; Corniello, Ben V. SIK; Martone, Cheryl T SIK
Subject: RE: Delivery of S-76 667

Aircraft 667 will be delivered on 4/24/07 to the CAC Area. This A/C is shipping by Boat. This A/C will have the the landing gear installed. Please be prepared to unload the A/C when trucker arrives Tuesday Morning. Please make sure that a visual inspection is preformed for any damage (make sure driver is aware of any damage before signing off on the Bill of Lading).

The trucker will wait and take the Shipping Equipment back with him.

Thanks, John

-----Original Message-----
From: Jackson, John J
Sent: Thursday, December 13, 2001 3:46 PM
To: Doll, Ed G; Holacik, Karen M; Chaudhary, Waheed A; Cacace, Edward
Cc: Gagliano, Joseph; Kelly, James P
Subject: RE: Delivery of S-76 521

The following steps will be put into effect to facilitate a timely delivery of the S-76 from JFK to Sikorsky.

1. The addressees on this memo will receive a shipment advise of ETA to JFK in order to plan for the unloading at SAC.
2. Traffic Department will work with Expeditors International for prompt clearance of freight through Customs.
3. Expeditors will notify HW Farren for material pick up. Farren will also deliver the accessories.
   (Note: The accessories are not always unloaded from the freighter at the same time as the airframe, however consigning
   all of the freight to HW Farren will provide for the quickest delivery).
4. Upon arrival at Sikorsky, the Farren driver will remove the packing lists from the airframe and deliver them to Receiving.

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

(John Jackson will request Aero Vodochody to place one set of packing lists in the aircraft and a second set secured to the
shrink wrap).

5. Receiving (Karen Holacik) will issue a receiver, and will contact Inspection if the material does not have a green source
sticker.

6. Once the material is ready for release, Receiving will arrange delivery to the DMC of the accessories.

7. The aircraft transport driver will be on hand to move the trailer to a designated unloading area, where Manufacturing will install the landing gear and unload the airframe. (It is requested that personnel be available ASAP for the unloading in order to avoid detention of the trailer).

Edward Doll
Traffic, Import/Export Department
Sikorsky Aircraft Corporation
[redacted]

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Sikorsky Aircraft
S-76 Approval Log

Air Ghislaine
Serial Number 760650

In order for Sikorsky to assure the custom layout and operation of various instruments and systems in your aircraft, we are providing you a log of the various drawings and system proposals required to accomplish this task.

1. ***SYSTEM/AUDIO SPECIFICATION***
SYS76-00121 Rev. D

Approval: _____ **Date:** _____

2. ***INTERIOR CONFIGURATION DOCUMENT***
SK337-00592 Rev. F, Nov. 5, 2009

Approval: _____ **Date:** _____

3. ***INTERIOR MATERIAL BOARD***
BOARD # 965 A

Approval: Signature on file **Date:** **5/30/2009**

4. ***AIRCRAFT REGISTRATION AND ICAO CODE***
REG. # N722JE

Approval: Per Larry Visoski email **Date:** **10/19/2009**

ICAO Code, 24-Bit Binary Format:

Approval: _____ **Date:** _____

5. ***EXTERIOR PAINT RENDERING***
RENDERING #1685 Rev. H

Approval: Approved as per customer's paint selections **Date:** **11/2/2009**

SDNY_GM_00005694
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

6. ***PAINT SCHEME PRODUCTION DRAWING***
Rev. C

Approval: Approved as per customer's paint selections **Date:** **11/2/2009**

7. ***PAINT SAMPLES***
Exterior: Dupont P1251EP(400) Phantom Grey Effect
N-Number: Dupont 783386EP(400) Nebula

Approval: Per Larry Visoski email **Date:** **10/22/2009**

8. ***UPHOSTERY STYLE***

Approval: Per Customer Supplied Photos **Date:** **N/A**

9. ***RECIPIENT OF AVIONICS DATABASE UPDATES***
Please provide the following information to enable the setup of database subscriptions

Primary Recipient:

Name: Larry Visoski

Mailing Address: Air Ghislaine, Inc.

3800 Southern Blvd Suite #204

West Palm Beach, FL 33406

Email: LVJET@aol.com

Additional Recipients of email Notifications:

Email 1: none

SDNY_GM_00005695

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262334

EFTA02728101

AMENDMENT 1 TO
S-76C++ NEW HELICOPTER SALES AGREEMENT

THIS AMENDMENT, dated as of the Acceptance Date stated below, is made by and between the Sikorsky Contracting Entity ("Sikorsky") named below and the Buyer named below in respect of the S-76 New Helicopter Sales Agreement (the "Agreement") between the parties.

1. ***Definitions / Information for this Amendment***

Buyer: Air Ghislane, Inc.

Sikorsky Contracting Entity: Sikorsky Aircraft Corporation

Sikorsky Contract No: S76TD6167

Amendment No.: 1

2. ***Preamble to the Amendment*** – The parties desire to amend the Agreement for the following purposes:

i. To modify the configuration of the Deluxe Executive Helicopter as set forth in this Amendment; and
ii. To increase the price of, and adjust the Completion Services Interim Payment and Completion Services Final Payment applicable to, the Deluxe Executive Helicopter as a result of the configuration modifications.

3. ***Amendment*** – Amend the Agreement as follows:

A. The below-identified provisions of Article I (DEFINITIONS/INFORMATION FOR THIS AGREEMENT) to the Agreement are amended as follows:

Completion Services Unit Price
Delete: US$ 2,300,000
Substitute: US$ 2,365,650

Deluxe Executive Helicopter Unit Price
Delete: US$ 10,300,000
Substitute: US$ 10,365,650

Total Contract Price
Delete: US$ 10,300,000
Substitute: US$ 10,365,650

Payments
Completion Services Interim Payment
Delete: US$ 920,000

CWA			
DATE	3/30/07	PROGRAM	S76
PROPOSAL NO.		S76TD6167	
AUTHENTICATOR		Dana Feit	

SDNY_GM_00203606
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00262335
EFTA02728102

Substitute: US$ 952,825

Completion Services Final Payment
Delete: US$ 920,000
Substitute: US$ 952,825

B. Subsections (c) and (d) to Section 1 (Price/Payment Schedule) to Article III. (PRICE PAYMENT SCHEDULE) to the to the Agreement are hereby deleted in their entirety and the following new subsections (c) and (d) are substituted in lieu thereof:

"c. *Completion Services Interim Payment* – In the amount of Nine Hundred Fifty Two Thousand Eight Hundred Twenty Five USD ($952,825) is due on the date of Buyer's acceptance of the Helicopter.

d. *Completion Services Final Payment* – In the amount of Nine Hundred Fifty Two Thousand Eight Hundred Twenty Five USD ($952,825) is due on the date of Buyer's acceptance of the Completion Services. If Buyer does not make itself available for presentation and acceptance of the Completion Services, the Completion Services Final Payment shall be due within ten (10) days following receipt by Buyer of written notification that the Completion Services of the Deluxe Executive Helicopter are ready for presentation and acceptance. If Buyer's failure to make itself available is attributable to causes that would be an Excusable Delay as defined in Article VI.1, then, without impairing any of Sikorsky's rights under Article VI.2, buyer shall be afforded such time as may be reasonably required to remove such causes. If Buyer's failure to make itself available is attributable to a material breach on the part of Sikorsky, Sikorsky shall be afforded such time as may be reasonably required to cure such breach."

C. Amend Exhibit A to the Agreement as follows:

Add

Code	Description
36104	GMX-200 Multi Function Display, Garmin
36105	Chartview for GMX-200 MFD
86017	Console Storage Bin-Small
90012	Boarding steps to be surfaced with coarse non-skid
90013	Fwd facing bench seat, 3-4 passenger, W/ wide single fold down armrest for right hand passenger. Armrest shall be shortened from the standard length and provide storage inside under lid for IPOD/Cell phone jacks (reference 90021& 90009) and holders for customer furnished IPOD/Cell phone.
90015	Sheep skin throw carpet for cabin floor
90016	Headset hangers located at ceiling level above all 8 cabin seats against forward/aft bulkheads
90017	Custom Cabin Interior Materials Customer Furnished Materials (Leather, Carpet, Sheepskin, Panel Covering) Custom Upholstery Work
90019	Do not install the 63000 magazine storage in lower cabin doors
90020	Custom upholstery/cushion fabrication requiring customer approval via pre-production prototype.
90021	Cell phone interface into the cabin ICS system. Connection to be in the fold down armrest of the 90013 fwd facing bench seat with ability to select the cell phone connection for any occupant on the fwd facing bench seat (4) positions. Tied to Weight-on-Wheels switch to disable in-flight use.

SDNY_GM_00220606
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00262336
EFTA02728103

Delete

36102	Multi-Function/Moving Map Display,UPS at Apollo MX-20
36103	Chart View Option for the UPS at MX-20
63036	Fwd Facing Divan - 3/4 Place w/Table and Armrests
90008	Cell Phone interface in cabin to allow cell phone to be plugged in and communication enabled through cabin Bose headsets (ref. Headset Companion Audio Interface # 4149A, Sporty's Pilot Shop)

4. ***Reaffirmation:*** Except as modified above, all of the provisions of the Agreement remain the same, and the Agreement, as modified hereby, is reaffirmed.

IN WITNESS WHEREOF, this Amendment has been executed by each party's authorized representative.

Air Ghislane, Inc.

By: Darren Indyke

Name: Darren Indyke

Title: Vice President

Date: March 26, 2007

Sikorsky Aircraft Corporation:

By: M Loschiavo

Name: Michael Loschiavo

Title: S76 Program Manage

Acceptance Date: March 29, 2007

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

AMENDMENT 2 TO
S-76C++ NEW HELICOPTER SALES AGREEMENT

THIS AMENDMENT, dated as of the Acceptance Date stated below**,** is made by and between the Sikorsky Contracting Entity ("Sikorsky") named below and the Buyer named below in respect of the S-76 New Helicopter Sales Agreement (the "Agreement") between the parties.

1. ***Definitions / Information for this Amendment***

Buyer: Air Ghislane, Inc.

Sikorsky Contracting Entity: Sikorsky Aircraft Corporation

Sikorsky Contract No: S76TD6167

Amendment No.: 2

2. ***Preamble to the Amendment –*** The parties desire to amend the Agreement for the following purposes:

   i. To modify the configuration of the Helicopter as set forth in this Amendment.

3. ***Amendment*** – Amend Attachment A Part 2 of the Agreement as follows:

Add

Code	Description
90022	Move pilot seat aft slightly.

4. ***Reaffirmation:*** Except as modified above, all of the provisions of the Agreement remain the same, and the Agreement, as modified hereby, is reaffirmed.

IN WITNESS WHEREOF, this Amendment has been executed by each party's authorized representative.

Air Ghislane, Inc.

By: Darren K. Indyke

Name: Darren K. Indyke

Title: Vice President

Date: 9-26-07

Sikorsky Aircraft Corporation:

By:

Name: KENNETH C. BATES

Title: S-76 PROGRAM MGR

Acceptance Date: 9/27/07

9/5/2007
Amendment 2

CWA			
DATE	10-10-07	PROGRAM	S-76
PROPOSAL NO.		S76TD6167	
AUTHENTICATOR			

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

S-76C++ NEW HELICOPTER SALES AGREEMENT

THIS S-76C++ NEW HELICOPTER SALES AGREEMENT, dated as of the Acceptance Date stated below, is made by and between the Sikorsky Contracting Entity ("Sikorsky") named below and the Buyer named below.

I. *DEFINITIONS / INFORMATION FOR THIS AGREEMENT*

Buyer:	Air Ghislaine, Inc.	
Sikorsky Contracting Entity:	Sikorsky Aircraft Corporation	
Sikorsky Contract No:	S76TD6167	
A. Deluxe Executive Helicopter Quantity:	One	
B. Scheduled Presentation Date Baseline Helicopter:	April 5, 2007, or earlier as may be practical at seller's option	
C. Scheduled Presentation Date Completion Services:	September 30, 2007, or earlier as may be practical at seller's option	
D. Scheduled Delivery Date Completion Services:	October 3, 2007, or earlier as may be practical at seller's option	
E. Baseline Helicopter Unit Price:	US$	8,000,000
F. Completion Services Unit Price:	US$	2,300,000
G. Deluxe Executive Helicopter Unit Price:	US$	10,300,000
H. Total Contract Price:	US$	10,300,000
I. Payments:		
1. Deposit	US $	$100,000
2. Advance Payment	US$ 2,060,000 (20% of Total Contract Price inclusive of the $100,000 paid by Buyer prior to the date of this Agreement, receipt of which is hereby acknowledged by Sikorsky)	
3. Baseline Helicopter Final Payment:	US$6,400,000 (80% of the Baseline Helicopter Unit Price)	
4. Completion Services Interim Payment::	US$920,000 (40% of the Helicopter Completion Services Unit Price)	

CWA | PROGRAM S-76 | PROPOSAL NO. S76TD6167 | AUTHENTICATOR | DATE 4/4/06

Contract

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262339

EFTA02728106

5. Completion Services Final Payment:	US$920,000 (40% of the Helicopter Completion Services Unit Price)

Buyer's Contact for Technical Issues: Mr. Larry Visoski
Jet Aviation
1514 Perimeter Rd.
West Palm Beach, Fl. 33406

Buyer's Address for Invoices and Legal Notices: Darren K. Indyke
The Villard House
457 Madison Avenue
New York New York 10022
Fax:212 750-0381

Designated Completion Center Keystone Helicopter Corporation

II. ***DESCRIPTION OF SALE***

1. ***Sale*** - Sikorsky shall sell and deliver to the Buyer, and the Buyer shall purchase from Sikorsky, the Quantity of one new Sikorsky Model S-76C Helicopters with new Turbomeca 2S2 engines (known as the S-76C++) and equipped with the items of additional equipment specified in Exhibit A, Part 1 (the "Helicopter"). In addition, Sikorsky shall sell and perform the Completion Services for Buyer and Buyer shall purchase the Completion Services on the Helicopter, which will then be equipped with the items of additional equipment specified in Exhibit A, Part 2, (the Deluxe Executive Helicopter"). Notwithstanding anything to the contrary contained herein, during the performance of the Completion Services, the configuration items specified in Annex 1 to Exhibit A shall be removed from the Helicopter and retained as property of Sikorsky. These configuration items shall be either deleted or replaced by the customized options chosen by Buyer in Exhibit A, Part 2 as part of the Completion Services.

2. ***Presentation of Helicopter for Acceptance*** - The Helicopter shall be presented for acceptance at the Sikorsky designated facility in Connecticut (the "Designated Facility") on the Scheduled Presentation Dates. Upon Buyer's request for a demonstration flight of the Helicopter, Sikorsky shall conduct a demonstration flight at the Designated Facility during such presentation, which flight shall be approximately one (1) hour in duration or longer as may reasonably be necessary. Buyer's obligation to purchase the Helicopter is conditioned upon and subject to Buyer being satisfied that the Helicopter is in airworthy condition with all flight critical systems functional and in proper working order, and has been manufactured in accordance with the specifications of this Agreement and that the Helicopter has no damage, corrosion or other defects.

3. ***Acceptance and Title Transfer*** - After presentation of the Helicopter, Buyer shall evidence its acceptance of the Helicopter by executing a Certificate of Helicopter Acceptance. Upon Buyer's execution of the Certificate of Helicopter Acceptance, and

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262340

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payment of the Baseline Helicopter Final Payment pursuant to Section III.1.b., Sikorsky shall transfer title to Buyer at the Designated Facility. Following title transfer, Sikorsky shall provide to Buyer a FAA Certificate of Airworthiness, a Bill of Sale and a Warranty Bill of Sale (Exhibit C). Sikorsky shall retain custody of the Helicopter for the purpose of the performance of the Completion Services. As part of the Completion Services, Sikorsky will transport the Helicopter, at Sikorsky's expense, from Connecticut, to Sikorsky's designated completion center (the "Completion Center") via ferry flight. Upon its arrival at the Completion Center, the Helicopter shall be inducted into the facility in order to allow the performance of the Completion Services.

4. ***Risk of Loss*** – Sikorsky shall have risk of loss of the Helicopter, subsequent to the transfer of title through Buyer's acceptance of the Completion Services. In the event that the Helicopter is damaged or the functionality is in any way compromised during the conduct of the Completion Services, Sikorsky shall be required, as a part of the Completion Services, to repair such damage or restore such functionality to as good condition as new. Buyer agrees that any insurance proceeds for such repair shall be paid directly to Sikorsky. In the event the Helicopter is lost or destroyed or damaged beyond economic repair at any time prior to Buyer's acceptance, Buyer shall have the right to either (i) purchase the next available S-76 C++ Helicopter in Sikorsky's production sequence (the "Replacement Helicopter") on the same terms and conditions as set forth in this Agreement, (however Sikorsky reserves the right to make changes in the Exhibit A configuration and Helicopter Unit Price of the Replacement Helicopter required due to obsolescence, FAA requirements, or as a result of changes in the manufacture of the Helicopter), or (ii) terminate this Agreement. Buyer shall notify Sikorsky of its decision within fifteen (15) days of receipt by Buyer of written notice from Sikorsky of the loss or destruction of or damage beyond economic repair to the Helicopter, which notice shall include the projected delivery date of the Replacement Helicopter.

5. ***Presentation of Completion Services for Acceptance*** – Upon the completion of the Completion Services, the Deluxe Executive Helicopter shall be presented for technical acceptance of the work performed at the Completion Center on the Scheduled Presentation Date Completion Services. Upon Buyer's request for an inspection and demonstration flight of the Deluxe Executive Helicopter, Sikorsky shall conduct a demonstration flight of the Deluxe Executive Helicopter, at the Completion Center during such inspection and presentation, which flight shall be approximately one (1) hour in duration or longer as may reasonably be necessary. Buyer's obligation to accept the Deluxe Executive Helicopter is conditioned upon and subject to Buyer being satisfied that the Completion Services have been satisfactorily completed and that the Helicopter as previously accepted by Buyer, is in airworthy condition with all systems functional and in proper working order and with no damage incurred.

6. ***Acceptance of Completion Services*** – After the completion of the inspection, the Deluxe Executive Helicopter shall be presented to Buyer for final acceptance of the Completion Services at the Designated Facility. Buyer shall evidence its acceptance of the Completion Services by executing a Certificate of Acceptance of the Completion Services (Exhibit

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C). Thereafter, upon the receipt of the Completion Services Final Payment pursuant to Article III. 1.d. below, Sikorsky shall provide to Buyer a FAA return to service certification and the Deluxe Executive Helicopter shall then be at Buyer's risk.

7. ***Charter Time*** –As an added benefit of an S-76C++ Deluxe Executive Helicopter acquisition, Sikorsky shall provide to Buyer twenty (20) hours of S-76 charter time in the metropolitan New York area through Sikorsky's subsidiary, Associated Aircraft Group ("AAG"). The benefit of these services may be used by Buyer upon reasonable request, subject to AAG's standard terms and conditions of service, and will remain on account with AAG for two years after execution of this Agreement.

8. ***Termination*** - If on or before and no later than April 10, 2006, Buyer notifies Sikorsky in writing that Buyer has obtained advice from its tax counsel ("Tax Advice") that the transactions contemplated in this Article II will impose any Tax(es) (as such term is defined in Article VI.3 of this Agreement) on the Baseline Helicopter or the Deluxe Executive Helicopter, based on the delivery and acceptance of either at the Designated Facility (i.e, Connecticut), then Buyer may, at its option, terminate this Agreement. Any termination by Buyer shall be made solely on the basis of, and in good faith reliance on, the Tax Advice. In the event this Agreement is not terminated, this paragraph shall have no effect on Buyer's obligation in Article VI.3 of this Agreement.

III. ***PRICE/PAYMENT SCHEDULE***

1. ***Price/Payment Schedule*** - The Buyer shall pay to Sikorsky the Advance Payment and the Progress Payment set forth below by wire transfer to Sikorsky's Account No. 57-56685 ABA No. 071-000013 SWIFT:FNBCUS44 at BANKONE N.A., 1 Bank One Plaza, Chicago, IL 60670.

   a. *Advance Payment* – in the amount of Two Million Sixty Thousand USD (US$2,060,000) inclusive of the One Hundred Thousand USD (US$100,000) previously paid by Buyer to Sikorsky prior to the date of this Agreement, with the balance of such payment in the amount of One Million Nine Hundred Sixty Thousand USD (US$ 1,960,000) being due on the date Buyer signs this Agreement, receipt of which is hereby acknowledged by Sikorsky. This Agreement shall not become effective until such payment is received by Sikorsky.

   b. *Baseline Helicopter Final Payment* – in the amount Six Million Four Thousand USD (US$6,400,000) per Helicopter is due on the date of Buyer's acceptance of the Helicopter at the Designated Facility. If Buyer does not make itself available for presentation and acceptance of the Helicopter, the Baseline Helicopter Final Payment shall be due within ten (10) days following receipt by Buyer of written notification that the Helicopter is ready for presentation and acceptance. If Buyer's failure to make itself available is attributable to causes that would be an Excusable Delay as defined in ArticleVI.1, then, without impairing any of Sikorsky's rights

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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under Article VI.2, Buyer shall be afforded such time as may be reasonably required to remove such causes. If Buyer's failure to make itself available is attributable to a material breach on the part of Sikorsky, Sikorsky shall be afforded such time as may be reasonably required to cure such breach.

c. *Completion Services Interim Payment* – in the amount of Nine Hundred Twenty Thousand USD (US$920,000) per Helicopter is due on the date of Buyer's acceptance of the Helicopter.

d. *Completion Services Final Payment* – in the amount of Nine Hundred Twenty Thousand USD (US$920,000) per Helicopter is due on the date of Buyer's acceptance of the Completion Services. If Buyer does not make itself available for presentation and acceptance of the Helicopter, the Baseline Helicopter Final Payment shall be due within ten (10) days following receipt by Buyer of written notification that the Helicopter is ready for presentation and acceptance. If Buyer's failure to make itself available is attributable to causes that would be an Excusable Delay as defined in ArticleVI.1, then, without impairing any of Sikorsky's rights under Article VI.2, Buyer shall be afforded such time as may be reasonably required to remove such causes. If Buyer's failure to make itself available is attributable to a material breach on the part of Sikorsky, Sikorsky shall be afforded such time as may be reasonably required to cure such breach.

IV. ***CONFIGURATION FINALIZATION***

1. ***Finalization Dates*** - The parties acknowledge that the Helicopter/Deluxe Executive Helicopter configuration set forth in Exhibit A is not yet finalized and therefore agree to finalize the following portions of the configuration by not later than one hundred fifty (150) days from the Acceptance Date of this Agreement:

Aircraft System Specification
Interior General Arrangement
Audio Proposal
Interior Rendering Board
Aircraft Registration Number
Exterior Paint Rendering
Paint Scheme
Other

2. ***Amendment*** - For this purpose, the Buyer's Contact for Technical Issues shall have complete authority on behalf of the Buyer to discuss configuration issues and amend this Agreement accordingly, with associated technical, price and/or delivery changes. If the above dates are not met, Sikorsky may delay the Scheduled Presentation Date(s) and/or increase the Total Contract Price due to Sikorsky's additional costs associated with such delay and/or terminate this Agreement.

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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3. ***Suitability of Configuration*** - The Buyer is responsible for having ensured that the helicopter configuration, defined herein, meets all the operational requirements of the country of destination/registration as they relate to the specific intended usage of the Deluxe Executive Helicopter. If requested, Sikorsky shall make a good faith attempt to assist in the determination of this configuration. If required for import/registration requirements in the foreign country, Sikorsky shall endeavor to obtain that country's design approval of the configuration items not already approved. In the event that Sikorsky cannot achieve approval after reasonable effort, both parties shall be released from any further obligations of this Agreement.

V. ***WARRANTIES*** – Sikorsky's warranties and Buyer's remedies are set forth in Exhibit B Deluxe Executive Helicopter Warranty.

VI. ***STANDARD TERMS AND CONDITIONS***

1. ***Excusable Delays*** - Buyer acknowledges that the goods called for hereunder are to be manufactured for Buyer to fulfill this Agreement and that the delivery dates are based on the assumption that there will be no delay due to causes beyond the reasonable control of Sikorsky. Sikorsky shall not be charged with any liability for delay or non-delivery when due to delays of suppliers, acts of God or the public enemy, compliance in good faith with any applicable foreign or domestic governmental regulation or order whether or not it proves to be invalid, fires, riots, labor disputes, unusually severe weather, or any other cause beyond the reasonable control of Sikorsky. To the extent that such causes actually retard deliveries on the part of Sikorsky, the time for Sikorsky's performance shall be extended for as many days beyond the delivery date as are reasonably required to obtain removal of such causes. This provision shall not, however, relieve Sikorsky from using reasonable efforts to avoid or remove such causes and continue performance with reasonable dispatch whenever such causes are removed.

2. ***Inability Or Refusal To Pay*** - If Buyer is unable or refuses to make payment to Sikorsky in accordance with any of its obligations to Sikorsky, Sikorsky may, at its option, terminate this Agreement by giving to Buyer written notice of its intention to terminate. Upon such termination, Sikorsky shall be relieved of any further obligations to Buyer and Buyer shall reimburse Sikorsky for its reasonable termination costs and expenses for labor and material and a reasonable allowance for profit. All sums paid to Sikorsky from whatever sources may be retained by Sikorsky and applied toward any amount owed to Sikorsky. In addition, Sikorsky shall have the right to reduce and set-off against any amounts payable by Sikorsky to Buyer or against Buyer's property in Sikorsky's possession any indebtedness or other claim which Sikorsky may have against Buyer. The excess, if any, of such sums over the total termination amount shall be returned to the Buyer by Sikorsky.

3. ***Taxes*** - In addition to the Total Contract Price, the Buyer shall be responsible for payment of any and all taxes, tariffs, customs or duties (including but not limited to any sales and use tax, gross receipts tax, license, or fee, but not including Sikorsky's income

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262344

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taxes) ("Taxes"), which may be imposed by any taxing authority arising from this Agreement. If Sikorsky is held responsible by any taxing authority for collection or payment, either on its own behalf or that of the Buyer, Buyer shall pay all such Taxes to Sikorsky upon receipt by Buyer from Sikorsky of its bill therefor. If any of the items covered under this Agreement are exempt or excluded from taxation, Buyer shall provide pertinent exemption and related certificates to Sikorsky at least thirty (30) days prior to the Scheduled Presentation Date of the Helicopter and/or Completion Services. Buyer's obligations under this Paragraph 3 shall survive delivery hereunder.

4. ***Limitation Of Liability*** - With respect to any Helicopter/Deluxe Executive Helicopter, part or service purchased under this Agreement and alleged to be the direct or indirect cause of any loss or damage to the Buyer, the sum equal to the invoiced price of such Helicopter/Deluxe Executive Helicopter, part or service shall be the ceiling limit on Sikorsky's or any of its affiliate's liability whether founded in contract or tort (including negligence, strict tort liability or breach of warranty), arising out of or resulting from (i) this Agreement or the performance or breach thereof, or (ii) the design, manufacture, delivery, sale, repair, replacement, or any use of such Helicopter/Deluxe Executive Helicopter, or (iii) the furnishing of any such service. In no event shall Sikorsky or any of its affiliates have any liability for any incidental or consequential damages.

5. ***Assignment/Construction/Merger*** - This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto, but it may not be voluntarily assigned, wholly or in part, by either party hereto without the prior written consent of the other party; provided however that either party shall have the right to assign this Agreement to its controlled subsidiary or affiliate who shall remain primarily liable for the obligations of the assigning party. This Agreement shall be interpreted in accordance with the plain English meaning of its terms, and the construction thereof shall be governed by the laws of the State of New York, United States of America. The parties further agree to submit to the jurisdiction of both the state and federal courts of New York. The terms and conditions contained in this Agreement constitute the entire agreement between the parties hereto and shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, and no agreement or understanding varying or extending the same will be binding upon either party hereto unless in writing, signed by a duly authorized officer or representative thereof.

6. ***Notices*** - All notices or communications of any kind under and with respect to this Agreement shall be in the English language. All legal notices shall be given by hand delivery, registered mail or facsimile transmission and, if to the Buyer, shall be addressed as indicated in Article 1; and if to Sikorsky, shall be addressed to Sikorsky Aircraft Corporation, 6900 Main Street, P. O. Box 9729, Stratford, Connecticut 06615-9129, U.S.A., Attention: Vice President - General Counsel (203) 386-6646. The effective date of each such notice shall be the date it is received.

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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7. ***Non Disclosure***-With exception for the existence of this Agreement, the parties hereby agree that neither party shall disclose to any third party the contents of this Agreement without the prior written approval of the other party other than each party's officers, directors, employees, agents or professional advisors with a need to know the same, except as may be required in the performance of this Agreement.

VII. ***HELICOPTER RELATED PROVISIONS***

1. ***Type Design and Production Approval*** - The Federal Aviation Administration ("FAA") has granted Sikorsky Type Certificate H1NE for the S-76C++. The Helicopter is manufactured in accordance with the U. S. Department of Transportation, FAA Regulation Part 21.

2. ***Publications*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall furnish or offer to the Buyer certain publications under this paragraph for use by the Buyer and its contractors in operating and supporting the Deluxe Executive Helicopter. Sikorsky shall provide the Buyer with two paper copies of the Pilot's Flight Operating Manual and one copy each of the Sikorsky Maintenance Manual, Illustrated Parts Catalog, Wiring Manual, Engine Operating and Maintenance Manual and Engine Illustrated Parts Breakdown, and all revisions to each Sikorsky manual for three (3) years after delivery of each Deluxe Executive Helicopter at no additional cost to the Buyer. In addition, the Buyer may elect to receive S-76 Interactive Electronic Technical Manuals (IETMs) contained on one (1) CD-ROM computer disk and/or via Internet access from a Sikorsky-provided web site for accessing the information contained in the S-76 Maintenance Manual, Illustrated Parts Catalog and Airworthiness Limitations and Inspection Requirements Manuals (Chapters 4 and 5). The IETMs shall be subject to Sikorsky's standard IETM software license agreement terms. The Buyer also shall receive all revisions to the Sikorsky IETMs for three (3) years after delivery of the Deluxe Executive Helicopter at no additional cost to the Buyer. In addition, Sikorsky shall provide one copy of the operational and maintenance manuals of options, system schematics for the Deluxe Executive Helicopter normally available from Sikorsky and aviation subcontractors.

3. ***Special Flight Tests*** - Flight test work required for prototyping of any components or system detailed in ParagraphVII.5 below, functional checkout, or qualification of any additional equipment contracted may be performed by Sikorsky on the Helicopter and the Deluxe Executive Helicopter prior to title transfer thereto or final delivery thereof, respectively, to the Buyer. The delivery of the Helicopter or the Deluxe Executive Helicopter may be delayed to the extent necessary to accomplish the flight test work objectives without any liability on the part of Sikorsky for any such delay. In the event the Helicopter or Deluxe Executive Helicopter is destroyed during the period of such flight tests, such destruction arising from any cause whatsoever, Sikorsky shall be under no obligation to furnish a substitute Helicopter or Deluxe Executive Helicopter but shall rather be relieved of all obligations with respect to the delivery of such Helicopter or Deluxe Executive Helicopter so destroyed, except that Sikorsky or the insurance company

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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shall promptly refund to Buyer all amounts theretofore paid by Buyer with respect to the purchase price thereof.

4. ***Buyer's Changes to Configuration and Additional Equipment*** - In the event that Buyer desires to change the Helicopter/Deluxe Executive Helicopter configuration and/or obtain additional equipment for the Helicopter/Deluxe Executive Helicopter, the parties must agree to a mutually acceptable amendment to this Agreement reflecting such technical changes and setting forth any changes in the price and/or delivery schedule. For this purpose, the Buyer hereby appoints the Buyer's Contact for Technical Issues as set forth in Article I, which person has authority to negotiate any such changes with Sikorsky and execute a legally binding Amendment reflecting such technical, price and/or delivery changes.

5. ***Unqualified Equipment*** – [*If applicable*] The following Buyer-specific equipment has not yet been approved for installation on the Deluxe Executive Helicopter by the appropriate regulatory authority:

Nomenclature	System	Supplier
None		

In order to support the Scheduled Presentation Date Completion Services, the equipment supplier must provide substantiating data and/or analysis to Sikorsky in a timely manner to accomplish the qualification approval. If the supplier is not capable or willing to provide this substantiation in a timely manner to support delivery of the Deluxe Executive Helicopter, the Deluxe Executive Helicopter will be delivered with space and power provisions, as applicable, with the equipment furnished on delivery as loose equipment. The Buyer will be offered the alternative of having Sikorsky perform necessary tests, without guaranty of results, for an additional price.

6. ***Helotrac***™ - With each Helicopter sold and delivered hereunder, Sikorsky shall make available to Buyer a one year subscription to this service.

VIII. ***TRAINING PROVISIONS***

1. ***Initial Pilot Training Services*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall make available to three (3) Buyer pilots an S-76 initial pilot training course approximately ten (10) days in duration, consisting of a Visual Flight Rules ("VFR") transition segment and, as required, an Instrument Flight Rules ("IFR") transition segment. Each of the segments is programmed to provide emphasis on helicopter familiarization, classroom instruction on systems operation and instruction in both the S-76 Simulator and the S-76 Cockpit Trainer. In addition, each Buyer pilot will receive two and one half (2.5) hours of flight with an instructor pilot. Each Buyer pilot must have a current U.S. commercial helicopter certificate or equivalent, and for the IFR segment, each Buyer pilot must have a current commercial certificate helicopter

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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instrument rating, or equivalent. All flight training shall be conducted on the Deluxe Executive Helicopter to be delivered hereunder, following acceptance by the Buyer and transfer of title to the Buyer.

2. ***Initial Maintenance or Electrical Training Services*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall make available to three (3) Buyer mechanics an initial S-76 maintenance training course approximately fifteen (15) days in duration or, at Buyer's option, an S-76 electrical training course approximately ten (10) days in duration. Either course includes inspection and maintenance troubleshooting and use of a maintenance trainer. Each mechanic must have background experience in one or more of the following categories: certified (by the FAA or by an equivalent airworthiness authority) airframe mechanic with one (1) year practical experience as a rated aircraft mechanic; one (1) year experience as an active mechanic on a commercial or military helicopter; or three (3) years general experience as a commercial or military aircraft mechanic.

3. ***Engine Training Services*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall make available to three (3)Buyer mechanics, an engine maintenance course at the engine manufacturer's facility. This course is approximately five (5) days in duration.

4. ***Scheduling*** - Within thirty days of Buyer's execution of the Agreement, the Buyer shall provide Sikorsky written notice as to whether the Buyer's personnel or designees are going to attend the S-76 pilot training and/or maintenance/electrical training courses. Sikorsky will, if practical, schedule the ground school portion of the pilot training course and the maintenance/electrical training course so that completion will be accomplished immediately prior to the delivery of the Deluxe Executive Helicopter to Buyer. If the Buyer elects to have three (3)pilots attend the S-76 pilot training course, both pilots must, unless Sikorsky agrees otherwise, attend the course concurrently. Sikorsky shall notify the Buyer as to the location of the training courses. In any event the training services in Paragraphs (1), (2) and (3) above must be scheduled and completed within twelve (12) months of the Helicopter delivery to which such services are allocable, in default of which Buyer shall no longer be entitled to such services. The training services provided in accordance with Paragraphs (1), (2) and (3) above will be conducted in the English language. The Buyer is responsible for all travel and expenses associated with their personnel attending such training sessions. The Buyer shall provide all documentation, and personal information on the pilots to be trained, and cooperation for pilot training as requested by Sikorsky to assure compliance with U. S. A. laws and applicable policies and regulations in force at the time of training.

5. ***Hold Harmless and Indemnification*** - In consideration of Sikorsky making training services available to the Buyer hereunder, the Buyer, as the Deluxe Executive Helicopter owner whose employees or designees will be the recipient of such training services, shall secure and protect itself and shall indemnify Sikorsky, FlightSafety International, Inc., their affiliates and their respective directors, officers, employees, service representatives,

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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and agents, from any liability, claim of liability, expense, cause of action, loss or damage whatsoever, whether arising in tort or otherwise, for any injury, including death, to any person or property whatsoever (including the Buyer's Deluxe Executive Helicopter(s)), arising out of or in conjunction with the performance of such training services.

6. ***Insurance Requirements*** - Toward effectuating the security, protection and indemnification of Paragraph 5 above, and in addition to Buyer's obligations under such Paragraph 5, Buyer agrees to carry as a minimum on each Deluxe Executive Helicopter purchased under this Agreement the following insurance prior to the commencement of the flight training services provided hereunder:

   a. Aircraft Public Liability, Bodily Injury and Property Damage and Passenger Legal Liability Insurance, including Contractual Liability Insurance to cover the liabilities herein assumed by Buyer, with a limit of not less than $50,000,000.00 for a single occurrence.

   b. Aircraft Hull All Risk Loss or Damage Insurance covering the Deluxe Executive Helicopter in the amount of the Deluxe Executive Helicopter Unit Price.

   All of the insurance policies shall be issued by companies satisfactory to Sikorsky, shall be in form and substance reasonably satisfactory to Sikorsky, shall name Sikorsky, FlightSafety International, Inc. and their respective affiliates as additional insureds, shall contain a provision prohibiting cancellation except upon at least ten (10) days prior written notice to Sikorsky and FlightSafety International, Inc., shall contain a complete waiver of subrogation by the insurer against Sikorsky, FlightSafety International, Inc., and their respective affiliates, and shall be primary and non-contributory with respect to any insurance carried by Sikorsky and/or FlightSafety International, Inc. Buyer shall furnish to Sikorsky either certified copies of such policies or certificates evidencing such insurance and waiver. Such copies or certificates shall be presented to Sikorsky thirty (30) days prior to the scheduled commencement of the flight training.

7. ***Further Understandings*** - Sikorsky assumes no liability for any expense of the Buyer, including those of Buyer's personnel, directly or indirectly connected with the furnishing of training services provided for herein or for any expenses for the operation or maintenance of the Buyer's Deluxe Executive Helicopter(s). The parties expressly understand and agree that the responsibility of Sikorsky in the furnishing of the training services described above is limited to the furnishing of such and shall not extend to the results thereof. The parties further understand and agree that, in the event Buyer elects not to take all or any portion of the training services provided for herein, no refund or other financial adjustment of the Total Contract Price will be made.

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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IN WITNESS WHEREOF, this Agreement has been executed by each party's authorized representative.

Air Ghislaine, Inc.:

By: Darren K. Indyke

Name: Darren K. Indyke

Title: Vice President

Date: March 31, 2006

Sikorsky Aircraft Corporation

By:

Name: MARC B. POLAND

Title: DIRECTOR - BUSINESS OPERATIONS

Acceptance Date: MARCH 31, 2006

Exhibit A	Helicopter Configuration
Exhibit B	Warranty
Exhibit C	Acceptance Documents

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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EFTA02728117

HELICOPTER CONFIGURATION

The following items of standard and optional equipment as described below, which have been selected by the Buyer, shall be installed on the Helicopter to be delivered under the Agreement.

Part 1:

BASELINE AIRCRAFT

Features of the S-76C++ Aircraft Code 0102:

Dynamic System - Two Turbomeca Arriel 2S2 engines, and a four blade articulated main rotor system with dual controls.
Cockpit – An Integrated Instrument Display System (IIDS), with an easy to upgrade avionics package. There is a Bleed Air Heating Defogging system and dual windshield wipers. The Pilot and Copilot seats come with a five point Restraint system.
Cabin – A large cabin that can be configured for four different missions and a 38 cubic foot baggage compartment
Other – Retractable landing gear, and 281 gallons of usable fuel

Baseline Avionics Package Includes:

Collins Proline II: Dual Collins VHF 22A Comms and VIR 32 Navs, single ADF 462 ADF, TDR 90 Transponder, DME 42 DME with IND 42A Indicator, ALT 55B Radio Altimeter with Expanded Scale ALI 55A Indicator.
Honeywell EFIS/DAFCS: 4-Tube Honeywell EDZ 756 EFIS with 5" x 6" Indicators Displaying Airspeed, Altitude and Vertical Speed, Dual Litef AHRS, Dual Penny and Giles Air Data Computers, Dual Honeywell Digital SPZ 7600 Automatic Flight Control System, Altitude Alert.
Electrical: 28 Volt Electrical System with two 200 Amp Starter/Generators, 10 KVA AC Generator, Dual Static Inverters, Avionics and EFIS Master Switches.
Audio: Dual dB Systems Audio control panels with ICS and VOX plus three maintenance jacks, one in the cabin and two in the baggage compartment. This also includes dual 45° pedestal mounted ICS foot switches, three David Clark Headsets, one six-foot walk-around cord and two 30-foot walk-around cords, Cabin PA/Chime System, and a Passenger Briefing System - PBS 250
Backup/Safety Systems: Enhanced Ground Proximity Warning System, Universal 120 CVR, 3" Backup Airspeed Indicator and Altimeter, ADI-335D Standby Attitude Indicator with Nav1/Nav2 Select, ELT 406-NHM w/ Satellite Frequency, Electric Door Locks – Cabin, Cabin/Cockpit and FD DCPL Chime/Annunciator
Weather Related Systems: Wx Avoidance Radar - Primus 440, Windshield Washer System, Heated Glass Windshields, and Engine Inlet Barrier Filter

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
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PART 2
DELUXE EXECUTIVE COMPLETION SERVICES

ADDITIONAL AVIONICS ITEMS

07025 **Delete PBS 250 Passenger Briefing System**
11002 **Radio Tuning Units - RTU 4200**
11028 **Dual - Mode S Transponders w/Diversity TDR 94D**
11037 **DME, 2nd - DME 42**
30061 **Cabin ICS**
30012 **Audio Jacks - Emergency** *(Std/Bose)*
30020 **Audio Jacks, Cockpit - Bose**
30093 **Cabin Call System**
31021 **Speakers - Door, Two**
32001 **Cellular Phone Base and Charger**
32024 **Satellite Communications System, AirCell ST 3100**
34053 **Nav/LRN Switch for ADI 335D**
34081 **Vertical Card Standby Compass**
35053 **FMS - Universal UNS 1F w/Go Around Switch wired to the Collective**
36044 **Lightning Strike Sensor - LSZ 860 w/LU 860**
36065 **Wx Avoidance Radar - Primus 880,** *exchange for Primus 440*
36102 **Multi-Function/Moving Map Display, Garmin AT MX-20**
36103 **Chart View Option for the Garmin AT MX-20**
36120 **Honeywell Multi Function Radar Display (MFRD) displays Radar, Flight Plan, & Checklists**
37011 **TCAS I System - CAS 66A**
37017 **TCAS Control Panel - CP 66B**
37025 **TCAS I TA/VSI Display, Dual -IVA 81A**

PAINTS & FINISHES

50002 **VIP Interior Paint Prep & Finish**
50012 **VIP Exterior Paint Preparation & Finish**

INTERIORS

63000 **Deluxe VIP Interior Group,** featuring: Silencer airframe isolated interior wall panel system, high performance airframe mounted secondary acoustic package, Ultraleather or Ultrasuede interior panel upholstery, ECS ducting, cockpit/cabin divider bulkhead with left hand and right hand sliding windows, leather seat upholstery, general cabin lighting, emergency cabin lighting, reading lights (8) and air outlets (8), cabin door threshold lighting, membrane switch panels to control cabin systems, tinted interior cabin windows, decorative plating in cabin, illuminated ordinance signs, emergency/informational signage, emergency exit signs, cabin and cockpit carpet with spare, wood veneer/leather/decorative metal details, integral magazine racks on cabin doors, storage cabinet forward of raised fuel deck, seat maintenance covers, cabin floor runners, molded baggage compartment floor liner, Stain Guard Protection, Nut Plates fittings for all Opera Windows and Removal of unused tie down fittings.

63013 **Aft Facing Bench – ¾ Place**
63036 **Fwd Facing Divan – ¾ Place w/Fold Down Center Table and fold down Arm Rests**
63071 **Bulkhead Storage Compartment - Crew** *(Aft Facing Bench)*
63085 **Cabin Coat Hooks, Two**
63098 **Acoustic Noise Reduction - Bay Blanket Kit, Lightweight**

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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INTERIORS (Continued)

70016 **Sheepskin Seating - Crew Seats**
70052 **Seat Belt Extension**
72063 **Flight Manual Storage, LH Controls Closet**
76017 **Cabin Door Vents, Remove**
77034 **Single Action Door Release**

AIRCRAFT ITEMS

80001 **Boarding Step, Retractable - LH**
80002 **Boarding Step, Retractable -RH**
80082 **Engine Inlet Covers Storage** *(S-76C++)*
80086 **Maintenance Covers - Exterior**
80090 **Vertical Pylon Access Panels, CSN 76-207**
83001 **Annunciator - "FUEL X-FEED" ON**
83051 **Hydraulic Quick Disconnect Relocation**
83055 **Remove LH Accessory Drive - CSN 76-205**
83065 **Pulsed Electric Engine Chip Detector System, Eaton 1K7707**
84051 **C^4 Environmental System**
85001 **Annunciator - "Land LT ON"**
85002 **Annunciator - "Search LT ON"**
85012 **Gooseneck Map Lights**
85036 **Anti-Collision Light, Red - Bottom**
85051 **Landing Light - LH Main Gear**
85061 **Recognition Lights - Forward Facing**
85063 **Logo Lights**
85071 **Pulselight System**
85072 **Pulse Landing Lights**
85073 **Pulse Recognition Lights**
86001 **Approach Plate Holder, Lighted - Pilot**
86002 **Approach Plate Holder, Lighted - Copilot**
86016 **Pencil Holder**
86026 **Sun Tint - Windshield**
86050 **Overhead Lateral Absorber**
86052 **Bifilar 5P**
86054 **Track and Balance Accelerometers Installed in Fuel Cell Extension**
86060 **Rotor Pedals Lube Kit**
87001 **Annunciator - "Pitot Heat" On**
87002 **Annunciator - "W/S Heat On"**
88051 **Floats Completion**
88061 **Single Pilot IFR**
90001 **Cabin reading light master ON/OFF switch in the cockpit**
90002 **Clear Coat Exterior Paint (over metallic)**
90003 **Replace exterior fairing/access panel hardware with stainless steel hardware**
90004 **Relocate reading lights from center cabin ceiling to above outboard passenger system**
90005 **Eight Bose headset jacks for use with the cabin ICS in the cabin (custom locations)**
90006 **Satcom System to be installed without the cockpit intercom capability (ref. code 32024)**
90007 **MX20 display to be installed on the right and the MFRD on the left**
90008 **Cell Phone interface in cabin to allow cell phone to be plugged in and communication enabled through cabin Bose headsets (ref. Headset Companion Audio Interface # 4149A, Sporty's Pilot Shop)**

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00262353
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90009 **Audio input jack in cabin for Ipod type device. Entertainment audio to be heard in all cabin Bose headsets. No other controls, volume controlled via iPod device**

90010 **Audio input jack in cockpit for Ipod type device. Entertainment audio to be heard in both cockpit Bose headsets only. No other controls, volume controlled via Ipod device.**

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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ANNEX 1

CODE	Option Name	P/N	NOMENCLATURE	QTY
0102	**Standard Aircraft**	250-2 AC/3A	Exit Sign	2
		33776-52598-041	Curtain Assy	1
		33776-57574-042	Duct Assy.	1
		33776-57574-045	Ceiling Panel Assy	1
		33776-64732-104	Ballast	18
		76500-00701-041	Plate Assy	1
		33776-64732-103	Retainer	3
		Door Seals		4
11002	**(RTU) Radio Tuning Units**	622-6521-015	NAV Control Head (CTL 32)	2
		622-6520-007	COMM Control Head (CTL 92)	2
		622-6523-203	Transponder Control Head (CTL 92)	1
		622-6522-007	ADF Conrtol Head	1
		33776-44352-045	Mounting Plates	3
11028	**Dual Mode S XPNDR -TDR 94**	622-1270-001	TDR-90 Transponder RT	1
		622-5211-003	TDR-90 Tray	1
		622-6590-002	CAD 62 Adapter	1
		653-9015-001	CAD 62 Adapter Tray	1
		622-6523-203	Transponder Control Head	1
34081	**Vertical Card for Standby Compass**	MS17983-4	Standby Compass	1
36044	**Lighting Strike Sensor - LSZ 860 w/LU860**	7007700-104	Weather Radar Indicator	1
36120	**Honeywell Multi Function Radar Display (MFRD)**	7007700-104	Weather Radar Indicator	1
84051	**C4 Environmental System**	SS49TA824-4D16V	Restrictor	1
		129580-2	Duct Tee	1
		129632-1	Sensor	1
		3166037-1	Tee Assy	1
		3166037-4	Tee	1
		3214102-2	Pressure Transducer	1
		33776-54210-041	Suppressor	1

SDNY_GM_00005826

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_0026235

EFTA02728122

S-76 NEW HELICOPTER SALES AGREEMENT
EXHIBIT A

CODE	Option Name	P/N	NOMENCLATURE	QTY
		76306-07004-578	Tube Assy	1
		76306-07004-080	Tube	3
		76307-03006-047	Tube	1
		76307-03006-071	Tube	1
		76307-03006-072	Tube	1
		76450-01042-041	Panel Assy	1
		76500-07075-042	Adapter Assy	2
		76500-07901-103	Blower	1
		76500-07905-103	Suppressor	1
		76306-07004-057	Tube Assy	1
		76306-07004-068	Tube Assy	1
		76307-03006-049	Tube Assy	1
		76307-03006-082	Tube Assy	1
		76307-03006-083	Tube Assy	1
		76307-03006-084	Tube Assy	1
		76500-07054-043	Duct Assy	1
		76500-07068-042	Adapter Assy	1
		76500-07900-104	Valve	1
		76500-07068-102	Adapter	1
		76212-03004-044	Heat Duct Assy	1
		76212-03004-043	Heat Plenum	1
		76212-01016-101	Cockpit Defrost Duct	1
		76212-03005-101	Cockpit Defrost Duct	1
		76212-03004-051	Duct Assy. Upper L/H	1
		76212-03004-042	Duct Assy	1
		76212-03004-041	Duct Assy	1
		76500-07512-042	Assy	1
		33776-64058-041	Switch Box Assy, LH	1
		1482-03	LH NACA Duct Valve Assy	1
		1482-04	RH NACA Duct Valve Assy	1
		76207-01136-101	Panel	4
		1613-01	Vent Panel Assy	1
		1613-02	Vent Panel Assy	1
		82405	Diffuser	4
85012	**Gooseneck Map Lights (EX)**	15-0007-127	Grimes Utility Lights	2

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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S-76 NEW HELICOPTER SALES AGREEMENT
EXHIBIT B

1. WARRANTY

Sikorsky warrants to Buyer that each new helicopter sold by it, the parts and accessories installed thereon (except for the engines and engine accessories that are covered by the engine manufacturer's separate warranty, as well as Buyer supplied equipment), and new spare parts shall be free from defects in material and workmanship under normal use and service for the periods outlined below. Normal Use and Service shall mean the operation and maintenance of the Helicopter, sub-assemblies, and parts in accordance with Supplier's Flight, Maintenance, or Overhaul Manuals and Operating Instructions.

2. DURATION

CATEGORY	PERIOD OF COVERAGE
New Aircraft	3 years or 1000 hours of operation after delivery of the Deluxe Executive Helicopter to Buyer, whichever occurs first
New Spare Parts & GSE (if applicable)	1 year from date of shipment from Sikorsky

3. SIKORSKY OBLIGATIONS

A. REPAIR/REPLACEMENT

Sikorsky shall be obligated under this warranty to the repair or replacement of the defective item with a new, overhauled or serviceable replacement item during the applicable term of the warranty. The decision to repair or replace the defective item is solely at the discretion of Sikorsky exercised with reasonable care.

Replacement parts that are life limited shall have hourly, calendar or cycle lives remaining equal or greater than the hourly, calendar or cycle lives remaining of the parts being replaced (whichever is applicable, and if more than one is applicable, whichever is greater), unless otherwise agreed by the parties. If Helicopter Support, Inc (HSI) does not have a part whose life is equal to or less than the one removed, HSI shall contact Buyer and it would be the Buyer's option whether to accept an exchange or to arrange for a loaner while Buyer's is being repaired.

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262357

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B. LABOR

Sikorsky will cover Labor associated with the direct repair of a warranted item. Labor associated with troubleshooting, gaining access to, the removing and reinstalling a warranted item, or testing of the repaired or replaced item is not covered under this warranty.

4. BUYER'S OBLIGATIONS

A. The Buyer must notify Sikorsky in writing of any defect occurring within the warranty period, within sixty (60) days after its discovery. Such notification will be accomplished by completing a Sikorsky RSA (Return to Sikorsky Aircraft, SA Form 7859 and submitting it either via telefax or email.

B. If Sikorsky elects to replace or exchange rather than repair and return the warranted item the Buyer must return the defective part reasonably requested to Sikorsky or its designated repair facility within 30 days (domestic) or 60 days (international) of receipt of a replacement/ exchange item, if so requested by Sikorsky. Any defective item that is replaced or exchanged by Sikorsky shall automatically become the property of Sikorsky.

C. If requested by Sikorsky, the Buyer must furnish Sikorsky with copies of pertinent Deluxe Executive Helicopter operational and maintenance records. Such records may include any and all those prepared during the entire warranty period immediately preceding the discovery as well as records of any incident, accident, or unusual event encountered by the Deluxe Executive Helicopter at any time prior to the discovery of the defect.

5. TRANSPORTATION

Transportation charges relating to approved warranty claims for the return of defective goods to Sikorsky, their reshipment to Buyer, and the risk of loss thereof, up to and including the average cost of Federal Express P1 or equivalent, will be borne by Sikorsky if returned in accordance with written shipping instructions from Sikorsky. Transportation charges do not include taxes, duties, loans, lease charges, exchange fees, warehousing charges, handling charges, or administrative charges when charged by a party other than Sikorsky or a Sikorsky subcontractor. Any premium transportation costs shall be borne by the Buyer.

6. WARRANTY ON REPLACEMENT PARTS

Parts repaired, replaced, or exchanged (newly manufactured, repaired or overhauled) on a valid warranty claim are warranted for the remainder of the original warranty

SDNY_GM_00275629

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262358

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period associated with the discrepant part removed unless the warranted part is provided with less than thirty days of the expiration of the original warranty period, in that instance the parts repaired, replaced, or exchanged (newly manufactured, repaired or overhauled) shall have a warranty that extends for ninety days beyond the original warranty expiration date.

7. EXCLUSIONS

This warranty does not apply and Sikorsky shall be relieved of its obligations and liability with respect to any claim under the Warranty if such claim results from any of the following:

A. Deluxe Executive Helicopters which are not maintained, operated or repaired in accordance with the governing or applicable provisions of Sikorsky's, its subcontractors, the FAA or DOT, as applicable, Approved Flight Manual, Maintenance Manual and Service Bulletins, and as each thereof may be amended from time to time by Sikorsky, and/or

B. Deluxe Executive Helicopters which undergo structural modifications, repairs, and/or engine retrofits without the express written approval and technical guidance of Sikorsky, and which are determined to be the cause or a contributing cause of the defect, and/or

C. Deluxe Executive Helicopters or parts which have been subject to abuse, misuse, negligence, combat damage, incident or accident, and/or

D. Deluxe Executive Helicopters or parts which have been subject to direct foreign object damage, ingestion of foreign material, or any corrosive or erosive agent, and/or

E. Standard consumable and expendable items such as, but not limited to, seals, filters, gaskets, tires, hoses, bulbs, switches, batteries, bearings, brake pads and general hardware, and/or

F. Normal wear and tear, including normal wear and tear to exterior paint and interior items such as, but not limited to, seats, sidewall and headliner coverings, woodwork, plating and other soft trim appearance items, and/or

G. Parts and accessories whose manufacturer's identification tag has been removed or obliterated or cannot otherwise be identified as having been installed on the helicopter at delivery, and/or

H. Failures that result from external contamination such as contaminated fuel, oil, hydraulic fluids and the like, and/or

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262359

EFTA02728126

I. Costs identified as commercial losses, or profits due to loss of use of the aircraft, and/or

J. Damage to the Deluxe Executive Helicopter or other property without limitation, incidental, and consequential damages.

8. DISCLAIMER

A. TITLE

Sikorsky warrants to Buyer that it will convey good title to the Helicopter and parts sold hereunder. Sikorsky's liability and Buyer's remedy under this warranty are limited to the removal of any title defect or at the election of Sikorsky to the replacement of the Deluxe Executive Helicopter or parts thereof which are defective in title; provided, however, that the right and remedies of the parties with respect to patent infringement shall be limited to the provisions of Paragraph 8B below.

B. PATENT INFRINGEMENT

Sikorsky shall conduct, at its own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use or resale by Buyer or any subsequent purchaser or user of any Deluxe Executive Helicopter or part delivered hereunder directly infringes any United States patent, but only on the conditions that (A) Sikorsky receives prompt written notice of such suit, or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to Buyer and defendant for such defense; (B) said Deluxe Executive Helicopter or part is made according to a specification or design furnished by Sikorsky or, if a process patent is involved, the process performed by the Deluxe Executive Helicopter(s) is recommended in writing by Sikorsky; and (C) the suit, or action is brought against Buyer or one expressly indemnified by Buyer. Provided all of the foregoing conditions have been met, Sikorsky shall, at its own expense, either settle said suit, or action or shall pay all damages, and, if the use or resale of such Deluxe Executive Helicopter or part is finally enjoined, Sikorsky shall, at Sikorsky's option: (i) procure for defendant the right to use or resell the Deluxe Executive Helicopter or part, (ii) replace them with an equivalent non-infringing Helicopter or part, (iii) modify them so they become non-infringing but equivalent, or (iv) remove them and refund the purchase price (less a reasonable allowance for use, damage, and obsolescence).

If a suit, or action is based on a design or specification furnished by Buyer, or on the performance of a process not recommended in writing by Sikorsky, or on the

SDNY_GM_00005838
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00262360
EFTA02728127

use or sale of the Deluxe Executive Helicopter or parts delivered hereunder in combination with other helicopter parts not delivered to Buyer by Sikorsky, Buyer shall indemnify and save Sikorsky harmless therefrom.

C. EXCLUSIVE WARRANTIES & REMEDIES

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF (i) ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND (ii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN CONTRACT OR TORT, WHETHER OR NOT ARISING FROM SIKORSKY'S OR ANY OF ITS AFFILIATE'S NEGLIGENCE, ACTUAL OR IMPUTED, STRICT TORT LIABILITY OR BREACH OF WARRANTY. THE REMEDIES OF THE BUYER SHALL BE LIMITED TO THOSE PROVIDED HEREIN TO THE EXCLUSION OF ANY OTHER REMEDIES INCLUDING, WITHOUT LIMITATION, INCIDENTAL OR CONSEQUENTIAL DAMAGES. NO AGREEMENT VARYING OR EXTENDING THE FOREGOING WARRANTIES, REMEDIES, OR THIS LIMITATION WILL BE BINDING UPON SIKORSKY OR ANY OF ITS AFFILIATES UNLESS IN WRITING, SIGNED BY A DULY AUTHORIZED OFFICER OF SIKORSKY OR SUCH AFFILIATES.

9. GENERAL

A. This warranty may not be assigned or otherwise transferred to any other party without the advance, written consent of Sikorsky, such consent shall not to be unreasonably withheld.

B. Warranties covering the engines and engine accessories installed on the Deluxe Executive Helicopter are made separately to the Buyer by the engine manufacturer. All warranty claims pertaining to those items must be made directly to the manufacturer in question, provided that Sikorsky, as a matter of accommodation, will process the claim on behalf of the Buyer to the appropriate manufacturer if so requested.

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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ACCEPTANCE DOCUMENTS

Helicopter
Inspection and Acceptance
Certificate

Pursuant to the S-76 New Helicopter Sales Agreement Number _____, dated _____, between Sikorsky Aircraft Corporation and _____.;

Inspection - _____ hereby acknowledges that he has thoroughly inspected the helicopter described below and has found it to be acceptable and in accordance with the requirements of the above referenced Agreement;

and

Acceptance – _____ hereby accepts delivery and title of the helicopter described below in on the ____ day of _____ at _____ __m. hours local time.

Aircraft Description –

Sikorsky S-76C with Turbomeca Arriel 2S2 Engines (commonly referred to as S-76C++
Serial Number
Registration Number .
Engine Numbers

IN WITNESS WHEREOF, _____. has caused this Certificate to be executed

this ____ day of _____.

Customer Name

Signature: _____

Name: _____

Title: _____

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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S-76 NEW HELICOPTER SALES AGREEMENT
EXHIBIT C

Warranty Bill of Sale

KNOW ALL MEN BY THESE PRESENTS:

THAT SIKORSKY AIRCRAFT CORPORATION ("Sikorsky"), is the lawful owner of the full legal and beneficial title to the following tangible personal property:

> that certain Sikorsky S-76C++ helicopter, manufacturer's serial number 760___ and United States registration number _____, together with two (2) two Turbomeca Arriel 2S2 engines bearing manufacturer's serial numbers _____ and _____, as more fully described in Exhibit A to that certain S76C++ New Helicopter Sales Agreement (number _____) by and between Buyer (as defined below) and Sikorsky dated as of the ____ day of _____, 200_ as amended and assigned to _____ (the **"Helicopter"**).; and
>
> all documents and records relating or required to be maintained with respect to the Helicopter, including, without limitation, all flight manuals, maintenance manuals, engine log books, airframe log book, weight and balance data, flight records, maintenance records, , airframe and aircraft component warranties, engines warranties, avionics warranties, and any and all other records related to the Helicopter (the **"Helicopter Documents"**).

THAT, for good and valuable consideration of the sum of One and 00/100 dollars ($1.00), receipt and adequacy of which is hereby acknowledged. Sikorsky does as of the date provided below, grant, convey, transfer, deliver and set over all right, title and interest in and to the Helicopter and the Helicopter Documents unto _____ ("Buyer"), and unto Buyer's successors and assigns forever.

THAT, Sikorsky hereby represents that there is hereby conveyed to Buyer on the date hereof, all legal, beneficial, record, good, equitable, exclusive, and marketable title to the Helicopter and the Helicopter Documents free and clear of any and all mortgages, liens, claims, encumbrances and rights of others, and Sikorsky will warrant and defend such title forever against all claims and demands whatsoever.

IN WITNESS WHEREOF, Sikorsky has caused this instrument to be executed and delivered by its duly authorized signatory as of this ____ day of _____ 200_.

SIKORSKY AIRCRAFT CORPORATION

Signature: _____

Print: _____

Title: _____

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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S-76 NEW HELICOPTER SALES AGREEMENT
EXHIBIT C

Certificate of Acceptance
of the
Completion Services

Pursuant to the S-76 New Helicopter Sales Agreement Number _____, dated _____,

between Sikorsky Aircraft Corporation and _____.;

Inspection - _____ hereby acknowledges that he has thoroughly inspected the helicopter described below and has found it to be acceptable and in accordance with the requirements of the above referenced Agreement;

and

Acceptance –_____ hereby accepts delivery of the helicopter described below on the ____ day of _____ 2007 at _____ __m. hours local time.

Aircraft Description –
Sikorsky S-76C with Turbomeca Arriel 2S2 Engines (Commonly known as S-76 C++)
Serial Number
Registration Number
Engine Numbers

IN WITNESS WHEREOF, _____. has caused this Certificate to be executed

this ____ day of _____ 2007.

Customer Name_____

Signature:

_____

Name: _____

Title: _____

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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12/14/2007 15:19 [redacted]

CWA			
DATE	12/20/07	PROGRAM	S76
PROPOSAL NO.		S76TD6167A	
AUTHENTICATOR		Elvira Stefani	

S-76C++ NEW HELICOPTER SALES AGREEMENT

THIS S-76C++ NEW HELICOPTER SALES AGREEMENT, dated as of the Acceptance Date stated below, is made by and between the Sikorsky Contracting Entity ("Sikorsky") named below and the Buyer named below.

I. *DEFINITIONS / INFORMATION FOR THIS AGREEMENT*

Buyer:	Air Ghislaine, Inc.
Sikorsky Contracting Entity:	Sikorsky Aircraft Corporation
Sikorsky Contract No:	S76TD6167A
A. Deluxe Executive Helicopter Quantity:	One
B. Scheduled Presentation Date Baseline Helicopter:	December 2008, or earlier as may be practical at seller's option
C. Scheduled Presentation Date Completion Services:	July 2009, or earlier as may be practical at seller's option
D. Scheduled Delivery Date Completion Services:	July 2009, or earlier as may be practical at seller's option
E. Baseline Helicopter Unit Price:	US$ 8,600,000
F. Completion Services Unit Price:	US$ 3,050,000
G. Deluxe Executive Helicopter Unit Price:	US$ 11,650,000
H. Total Contract Price:	US$ 11,650,000
I. Payments:	
2. Advance Payment	US$ 2,330,000 (20% of Total Contract)
3. Baseline Helicopter Final Payment:	US$6,880,000 (80% of the Baseline Helicopter Unit Price)
4. Completion Services Interim Payment::	US$1,220,000 (40% of the Helicopter Completion Services Unit Price)
5. Completion Services Final Payment:	US$1,220,000 (40% of the Helicopter Completion Services Unit Price)

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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S-76C++ NEW HELICOPTER SALES AGREEMENT

Buyer's Contact for Technical Issues: Mr. Larry Visoski
Jet Aviation
3800 Southern Boulevard
Suite 204.
West Palm Beach, Fl. 33406

Buyer's Address for Invoices and Legal Notices: Darren K. Indyke
The Villard House
457 Madison Avenue
New York New York 10022
Fax:212 750-0381

Designated Completion Center Keystone Helicopter Corporation

II. ***DESCRIPTION OF SALE***

1. ***Sale*** - Sikorsky shall sell and deliver to the Buyer, and the Buyer shall purchase from Sikorsky, the Quantity of one new Sikorsky Model S-76C Helicopters with new Turbomeca 2S2 engines (known as the S-76C++) and equipped with the items of additional equipment specified in Exhibit A, Part 1 (the "Helicopter"). In addition, Sikorsky shall sell and perform the Completion Services for Buyer and Buyer shall purchase the Completion Services on the Helicopter, which will then be equipped with the items of additional equipment specified in Exhibit A, Part 2, (the Deluxe Executive Helicopter"). Notwithstanding anything to the contrary contained herein, during the performance of the Completion Services, the configuration items specified in Annex 1 to Exhibit A shall be removed from the Helicopter and retained as property of Sikorsky. These configuration items shall be either deleted or replaced by the customized options chosen by Buyer in Exhibit A, Part 2 as part of the Completion Services.

2. ***Presentation of Helicopter for Acceptance*** - The Helicopter shall be presented for acceptance at the Sikorsky designated facility in Connecticut (the "Designated Facility") on the Scheduled Presentation Dates. Upon Buyer's request for a demonstration flight of the Helicopter, Sikorsky shall conduct a demonstration flight at the Designated Facility during such presentation, which flight shall be approximately one (1) hour in duration or longer as may reasonably be necessary. Buyer's obligation to purchase the Helicopter is conditioned upon and subject to Buyer being satisfied that the Helicopter is in airworthy condition with all flight critical systems functional and in proper working order, and has been manufactured in accordance with the specifications of this Agreement and that the Helicopter has no damage, corrosion or other defects.

3. ***Acceptance and Title Transfer*** - After presentation of the Helicopter, Buyer shall evidence its acceptance of the Helicopter by executing a Certificate of Helicopter Acceptance. Upon Buyer's execution of the Certificate of Helicopter Acceptance, and payment of the Baseline Helicopter Final Payment pursuant to Section III.1.b., Sikorsky shall transfer title to Buyer at the Designated Facility. Following title transfer, Sikorsky shall provide to Buyer a FAA Certificate of Airworthiness, a Bill of Sale and a Warranty

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
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S-76C++ NEW HELICOPTER SALES AGREEMENT

Bill of Sale (Exhibit C). Sikorsky shall retain custody of the Helicopter for the purpose of the performance of the Completion Services. As part of the Completion Services, Sikorsky will transport the Helicopter, at Sikorsky's expense, from Connecticut, to Sikorsky's designated completion center (the "Completion Center") via ferry flight. Upon its arrival at the Completion Center, the Helicopter shall be inducted into the facility in order to allow the performance of the Completion Services.

4. ***No Prospective Registration of Interest*** - Prior to the transfer of title as provided in this Agreement, Buyer, without the prior written consent of Sikorsky, shall neither register nor consent to the ability of any person to register any interest in the Helicopter or its engines on the International Registry, including without limitation, any prospective international interest, pursuant to that body of law known as the Cape Town Treaty Convention on International Interests in Mobile Equipment and the Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment (hereinafter the "Cape Town Treaty"). Any consent by Sikorsky to registration of any interest in the Helicopter or its engines shall be subject to, among other things at Sikorsky's sole discretion, receipt by Sikorsky of all payments due under this Agreement at the time of title transfer of the Helicopter to Buyer. Registration of any interest under the Cape Town Treaty in violation of this paragraph shall be deemed ineffective as against Sikorsky and Buyer shall immediately upon request of Sikorsky and at Buyer's expense, take all required action to remove any such interest or other encumbrance on the Helicopter in connection therewith.

5. ***Risk of Loss*** – Sikorsky shall have risk of loss of the Helicopter, subsequent to the transfer of title through Buyer's acceptance of the Completion Services. In the event that the Helicopter is damaged or the functionality is in any way compromised during the conduct of the Completion Services, Sikorsky shall be required, as a part of the Completion Services, to repair such damage or restore such functionality to as good condition as new. Buyer agrees that any insurance proceeds for such repair shall be paid directly to Sikorsky. In the event the Helicopter is lost or destroyed or damaged beyond economic repair at any time prior to Buyer's acceptance, Buyer shall have the right to either (i) purchase the next available S-76 C++ Helicopter in Sikorsky's production sequence (the "Replacement Helicopter") on the same terms and conditions as set forth in this Agreement, (however Sikorsky reserves the right to make changes in the Exhibit A configuration and Helicopter Unit Price of the Replacement Helicopter required due to obsolescence, FAA requirements, or as a result of changes in the manufacture of the Helicopter), or (ii) terminate this Agreement. Buyer shall notify Sikorsky of its decision within fifteen (15) days of receipt by Buyer of written notice from Sikorsky of the loss or destruction of or damage beyond economic repair to the Helicopter, which notice shall include the projected delivery date of the Replacement Helicopter.

5. ***Presentation of Completion Services for Acceptance*** – Upon the completion of the Completion Services, the Deluxe Executive Helicopter shall be presented for technical acceptance of the work performed at the Completion Center on the Scheduled

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
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Presentation Date Completion Services. Upon Buyer's request for an inspection and demonstration flight of the Deluxe Executive Helicopter, Sikorsky shall conduct a demonstration flight of the Deluxe Executive Helicopter, at the Completion Center during such inspection and presentation, which flight shall be approximately one (1) hour in duration or longer as may reasonably be necessary. Buyer's obligation to accept the Deluxe Executive Helicopter is conditioned upon and subject to Buyer being satisfied that the Completion Services have been satisfactorily completed and that the Helicopter as previously accepted by Buyer, is in airworthy condition with all systems functional and in proper working order and with no damage incurred.

6. ***Acceptance of Completion Services*** – After the completion of the inspection, the Deluxe Executive Helicopter shall be presented to Buyer for final acceptance of the Completion Services at the Designated Facility. Buyer shall evidence its acceptance of the Completion Services by executing a Certificate of Acceptance of the Completion Services (Exhibit C). Thereafter, upon the receipt of the Completion Services Final Payment pursuant to Article III. 1.d. below, Sikorsky shall provide to Buyer a FAA return to service certification and the Deluxe Executive Helicopter shall then be at Buyer's risk.

7. ***Charter Time*** –As an added benefit of an S-76C++ Deluxe Executive Helicopter acquisition, Sikorsky shall provide to Buyer twenty (20) hours of S-76 charter time in the metropolitan New York area through Sikorsky's subsidiary, Associated Aircraft Group ("AAG"). The benefit of these services may be used by Buyer upon reasonable request, subject to AAG's standard terms and conditions of service, and will remain on account with AAG for two years after execution of this Agreement.

III. ***PRICE/PAYMENT SCHEDULE***

1. ***Price/Payment Schedule*** - The Buyer shall pay to Sikorsky the Advance Payment and the progress payments set forth below by wire transfer to Sikorsky, Account No. 57-56685; Routing No. 021000021; SWIFT Code: CHASUS33 at JP Morgan Chase, New York, NY 10004.

   a. *Advance Payment* – in the amount of Two Million Three Hundred Thirty Thousand USD (US$2,330,000) being due on the date Buyer signs this Agreement, receipt of which is hereby acknowledged by Sikorsky. This Agreement shall not become effective until such payment is received by Sikorsky.

   b. *Baseline Helicopter Final Payment* – in the amount Six Million Eight Hundred Eighty Thousand USD (US$6,880,000) per Helicopter is due on the date of Buyer's acceptance of the Helicopter at the Designated Facility. If Buyer does not make itself available for presentation and acceptance of the Helicopter, the Baseline Helicopter Final Payment shall be due within ten (10) days following receipt by Buyer of written notification that the Helicopter is ready for presentation and acceptance. If Buyer's failure to make itself available is

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA02728135

attributable to causes that would be an Excusable Delay as defined in ArticleVI.1, then, without impairing any of Sikorsky's rights under Article VI.2, Buyer shall be afforded such time as may be reasonably required to remove such causes. If Buyer's failure to make itself available is attributable to a material breach on the part of Sikorsky, Sikorsky shall be afforded such time as may be reasonably required to cure such breach.

c. *Completion Services Interim Payment* – in the amount of One Million Two Hundred Twenty Thousand USD (US$1,220,000) per Helicopter is due on the date of Buyer's acccptance of the Helicopter.

d. *Completion Services Final Payment* – in the amount of One Million Two Hundred Twenty Thousand USD (US$1,220,000) per Helicopter is due on the date of Buyer's acceptance of the Completion Services. If Buyer does not make itself available for presentation and acccptance of the Helicopter, the Baseline Helicopter Final Payment shall be due within ten (10) days following receipt by Buyer of written notification that the Helicopter is ready for presentation and acceptancc. If Buyer's failure to make itself available is attributable to causes that would be an Excusable Delay as defined in ArticleVI.1, then, without impairing any of Sikorsky's rights under Article VI.2, Buyer shall be afforded such time as may be reasonably required to remove such causes. If Buyer's failure to make itself available is attributable to a material breach on the part of Sikorsky, Sikorsky shall be afforded such time as may be rcasonably required to cure such breach.

IV. ***CONFIGURATION FINALIZATION***

1. ***Finalization Dates*** - The parties acknowledge that the Helicopter/Deluxe Executive Helicopter configuration set forth in Exhibit A is not yet finalized and therefore agrec to finalizc the following portions of the configuration by not later than one hundred fifty (150) days from the Acceptance Date of this Agreement:

Aircraft System Specification
Interior General Arrangement
Audio Proposal
Interior Rendering Board
Aircraft Registration Number
Exterior Paint Rendering
Paint Scheme
Other

2. ***Amendment*** - For this purpose, the Buyer's Contact for Technical Issues shall have complete authority on behalf of the Buyer to discuss configuration issues and amend this Agreement accordingly, with associated technical, price and/or delivery changes. If thc above dates are not met, Sikorsky may delay the Scheduled Presentation Date(s) and/or

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
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increase the Total Contract Price due to Sikorsky's additional costs associated with such delay and/or terminate this Agreement.

3. ***Suitability of Configuration*** - The Buyer is responsible for having ensured that the helicopter configuration, defined herein, meets all the operational requirements of the country of destination/registration as they relate to the specific intended usage of the Deluxe Executive Helicopter. If requested, Sikorsky shall make a good faith attempt to assist in the determination of this configuration. If required for import/registration requirements in the foreign country, Sikorsky shall endeavor to obtain that country's design approval of the configuration items not already approved. In the event that Sikorsky cannot achieve approval after reasonable effort, both parties shall be released from any further obligations of this Agreement.

V. ***WARRANTIES*** – Sikorsky's warranties and Buyer's remedies are set forth in Exhibit B Deluxe Executive Helicopter Warranty.

1. ***Engine Warranty*** – The engine manufacturer warranties and Buyer's remedies are set forth in Exhibit C. As a matter accommodation to Buyer Sikorsky shall obtain from the engine manufacturer, Turbomeca, a warranty extension of one year beyond the standard two years, for a total duration of three years or 1,000 flight hours as defined in paragraph 1.1 of Exhibit C, Turbomeca Arriel 2S2 Turboshaft Engine, that is attached hereto for reference. For the avoidance of doubt, the engine remains warranted by the engine manufacturer and all other terms and conditions of the engine manufacturer warranty shall remain unchanged.

VI. ***STANDARD TERMS AND CONDITIONS***

1. ***Excusable Delays*** - Buyer acknowledges that the goods called for hereunder are to be manufactured for Buyer to fulfill this Agreement and that the delivery dates are based on the assumption that there will be no delay due to causes beyond the reasonable control of Sikorsky. Sikorsky shall not be charged with any liability for delay or non-delivery when due to delays of suppliers, acts of God or the public enemy, compliance in good faith with any applicable foreign or domestic governmental regulation or order whether or not it proves to be invalid, fires, riots, labor disputes, unusually severe weather, or any other cause beyond the reasonable control of Sikorsky. To the extent that such causes actually retard deliveries on the part of Sikorsky, the time for Sikorsky's performance shall be extended for as many days beyond the delivery date as are reasonably required to obtain removal of such causes. This provision shall not, however, relieve Sikorsky from using reasonable efforts to avoid or remove such causes and continue performance with reasonable dispatch whenever such causes are removed.

2. ***Inability Or Refusal To Pay*** - If Buyer is unable or refuses to make payment to Sikorsky in accordance with any of its obligations to Sikorsky, Sikorsky may, at its option, terminate this Agreement by giving to Buyer written notice of its intention to terminate. Upon such termination, Sikorsky shall be relieved of any further obligations to Buyer and

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
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S-76C++ NEW HELICOPTER SALES AGREEMENT

Buyer shall reimburse Sikorsky for its reasonable termination costs and expenses for labor and material and a reasonable allowance for profit. All sums paid to Sikorsky from whatever sources may be retained by Sikorsky and applied toward any amount owed to Sikorsky. In addition, Sikorsky shall have the right to reduce and set-off against any amounts payable by Sikorsky to Buyer or against Buyer's property in Sikorsky's possession any indebtedness or other claim which Sikorsky may have against Buyer. The excess, if any, of such sums over the total termination amount shall be returned to the Buyer by Sikorsky.

3. ***Taxes*** - In addition to the Total Contract Price, the Buyer shall be responsible for payment of any and all taxes, tariffs, customs or duties (including but not limited to any sales and use tax, gross receipts tax, license, or fee, but not including Sikorsky's income taxes) ("Taxes"), which may be imposed by any taxing authority arising from this Agreement. If Sikorsky is held responsible by any taxing authority for collection or payment, either on its own behalf or that of the Buyer, Buyer shall pay all such Taxes to Sikorsky upon receipt by Buyer from Sikorsky of its bill therefor. If any of the items covered under this Agreement are exempt or excluded from taxation, Buyer shall provide pertinent exemption and related certificates to Sikorsky at least thirty (30) days prior to the Scheduled Presentation Date of the Helicopter and/or Completion Services. Buyer's obligations under this Paragraph 3 shall survive delivery hereunder.

4. ***Limitation Of Liability*** - With respect to any Helicopter/Deluxe Executive Helicopter, part or service purchased under this Agreement and alleged to be the direct or indirect cause of any loss or damage to the Buyer, the sum equal to the invoiced price of such Helicopter/Deluxe Executive Helicopter, part or service shall be the ceiling limit on Sikorsky's or any of its affiliate's liability whether founded in contract or tort (including negligence, strict tort liability or breach of warranty), arising out of or resulting from (i) this Agreement or the performance or breach thereof, or (ii) the design, manufacture, delivery, sale, repair, replacement, or any use of such Helicopter/Deluxe Executive Helicopter, or (iii) the furnishing of any such service. In no event shall Sikorsky or any of its affiliates have any liability for any incidental or consequential damages.

5. ***Assignment/Construction/Merger*** - This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto, but it may not be voluntarily assigned, wholly or in part, by either party hereto without the prior written consent of the other party; provided however that either party shall have the right to assign this Agreement to its controlled subsidiary or affiliate who shall remain primarily liable for the obligations of the assigning party. This Agreement shall be interpreted in accordance with the plain English meaning of its terms, and the construction thereof shall be governed by the laws of the State of New York, United States of America. The parties further agree to submit to the jurisdiction of both the state and federal courts of New York. The terms and conditions contained in this Agreement constitute the entire agreement between the parties hereto and shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, and no agreement or understanding varying or

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA02728138

extending the same will be binding upon either party hereto unless in writing, signed by a duly authorized officer or representative thereof.

6. ***Notices*** - All notices or communications of any kind under and with respect to this Agreement shall be in the English language. All legal notices shall be given by hand delivery, registered mail or facsimile transmission and, if to the Buyer, shall be addressed as indicated in Article 1; and if to Sikorsky, shall be addressed to Sikorsky Aircraft Corporation, 6900 Main Street, P. O. Box 9729, Stratford, Connecticut 06615-9129, U.S.A., Attention: Vice President - General Counsel (203) 386-6646. The effective date of each such notice shall be the date it is received.

7. ***Non Disclosure***-With exception for the existence of this Agreement, the parties hereby agree that neither party shall disclose to any third party the contents of this Agreement without the prior written approval of the other party other than each party's officers, directors, employees, agents or professional advisors with a need to know the same, except as may be required in the performance of this Agreement.

VII. ***HELICOPTER RELATED PROVISIONS***

1. ***Type Design and Production Approval*** - The S-76 helicopter and all of its variants has been granted Type Certification by the U.S. Federal Aviation Administration ("FAA") under Federal Aviation Regulation ("FAR") Title 14 CFR Part 21. The certification basis of the S-76 as defined by Type Certificate H1NE, is FAR Title 14 CFR Part 29, "Airworthiness Standards: Transport Category Rotorcraft". Manufacture of the S-76C++ helicopter is approved under Sikorsky's Production Certificate PC-105 granted in accordance with FAR Title 14 CFR Part 21. Sikorsky as Type Certificate Holder, in the course and conduct of its business may at its sole discretion, seek FAA approval for the manufacture of the Helicopter under Sikorsky's Type Certificate at any facility approved for such manufacture by FAA.

2. ***Publications*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall furnish or offer to the Buyer certain publications under this paragraph for use by the Buyer and its contractors in operating and supporting the Deluxe Executive Helicopter. Sikorsky shall provide the Buyer with two paper copies of the Pilot's Flight Operating Manual and one copy each of the Sikorsky Maintenance Manual, Illustrated Parts Catalog, Wiring Manual, Engine Operating and Maintenance Manual and Engine Illustrated Parts Breakdown, and all revisions to each Sikorsky manual for three (3) years after delivery of each Deluxe Executive Helicopter at no additional cost to the Buyer. In addition, the Buyer may elect to receive S-76 Interactive Electronic Technical Manuals (IETMs) contained on one (1) CD-ROM computer disk and/or via Internet access from a Sikorsky-provided web site for accessing the information contained in the S-76 Maintenance Manual, Illustrated Parts Catalog and Airworthiness Limitations and Inspection Requirements Manuals (Chapters 4 and 5). The IETMs shall be subject to Sikorsky's standard IETM software license agreement terms. The Buyer also shall receive all revisions to the Sikorsky IETMs for three (3) years after delivery of the Deluxe

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA02728139

Executive Helicopter at no additional cost to the Buyer. In addition, Sikorsky shall provide one copy of the operational and maintenance manuals of options, system schematics for the Deluxe Executive Helicopter normally available from Sikorsky and aviation subcontractors.

3. ***Special Flight Tests*** - Flight test work required for prototyping of any components or system detailed in ParagraphVII.5 below, functional checkout, or qualification of any additional equipment contracted may be performed by Sikorsky on the Helicopter and the Deluxe Executive Helicopter prior to title transfer thereto or final delivery thereof, respectively, to the Buyer. The delivery of the Helicopter or the Deluxe Executive Helicopter may be delayed to the extent necessary to accomplish the flight test work objectives without any liability on the part of Sikorsky for any such delay. In the event the Helicopter or Deluxe Executive Helicopter is destroyed during the period of such flight tests, such destruction arising from any cause whatsoever, Sikorsky shall be under no obligation to furnish a substitute Helicopter or Deluxe Executive Helicopter but shall rather be relieved of all obligations with respect to the delivery of such Helicopter or Deluxe Executive Helicopter so destroyed, except that Sikorsky or the insurance company shall promptly refund to Buyer all amounts theretofore paid by Buyer with respect to the purchase price thereof.

4. ***Buyer's Changes to Configuration and Additional Equipment*** - In the event that Buyer desires to change the Helicopter/Deluxe Executive Helicopter configuration and/or obtain additional equipment for the Helicopter/Deluxe Executive Helicopter, the parties must agree to a mutually acceptable amendment to this Agreement reflecting such technical changes and setting forth any changes in the price and/or delivery schedule. For this purpose, the Buyer hereby appoints the Buyer's Contact for Technical Issues as set forth in Article I, which person has authority to negotiate any such changes with Sikorsky and execute a legally binding Amendment reflecting such technical, price and/or delivery changes.

5. ***Unqualified Equipment*** – [*If applicable*] The following Buyer-specific equipment has not yet been approved for installation on the Deluxe Executive Helicopter by the appropriate regulatory authority:

Nomenclature	System	Supplier
None		

In order to support the Scheduled Presentation Date Completion Services, the equipment supplier must provide substantiating data and/or analysis to Sikorsky in a timely manner to accomplish the qualification approval. If the supplier is not capable or willing to provide this substantiation in a timely manner to support delivery of the Deluxe Executive Helicopter, the Deluxe Executive Helicopter will be delivered with space and power provisions, as applicable, with the equipment furnished on delivery as loose

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA02728140

equipment. The Buyer will be offered the alternative of having Sikorsky perform necessary tests, without guaranty of results, for an additional price.

6. ***Helotrac***™ - With each Helicopter sold and delivered hereunder, Sikorsky shall make available to Buyer a one year subscription to this service.

VIII. ***TRAINING PROVISIONS***

1. ***Initial Pilot Training Services*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall make available to three (3) Buyer pilots an S-76 initial pilot training course approximately ten (10) days in duration, consisting of a Visual Flight Rules ("VFR") transition segment and, as required, an Instrument Flight Rules ("IFR") transition segment. Each of the segments is programmed to provide emphasis on helicopter familiarization, classroom instruction on systems operation and instruction in both the S-76 Simulator and the S-76 Cockpit Trainer. In addition, each Buyer pilot will receive two and one half (2.5) hours of flight with an instructor pilot. Each Buyer pilot must have a current U.S. commercial helicopter certificate or equivalent, and for the IFR segment, each Buyer pilot must have a current commercial certificate helicopter instrument rating, or equivalent. All flight training shall be conducted on the Deluxe Executive Helicopter to be delivered hereunder, following acceptance by the Buyer and transfer of title to the Buyer.

2. ***Initial Maintenance or Electrical Training Services*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall make available to three (3) Buyer mechanics an initial S-76 maintenance training course approximately fifteen (15) days in duration or, at Buyer's option, an S-76 electrical training course approximately ten (10) days in duration. Either course includes inspection and maintenance troubleshooting and use of a maintenance trainer. Each mechanic must have background experience in one or more of the following categories: certified (by the FAA or by an equivalent airworthiness authority) airframe mechanic with one (1) year practical experience as a rated aircraft mechanic; one (1) year experience as an active mechanic on a commercial or military helicopter; or three (3) years general experience as a commercial or military aircraft mechanic.

3. ***Engine Training Services*** - With each Deluxe Executive Helicopter sold and delivered hereunder, Sikorsky shall make available to three (3) Buyer mechanics, an engine maintenance course at the engine manufacturer's facility. This course is approximately five (5) days in duration.

4. ***Scheduling*** - Within thirty days of Buyer's execution of the Agreement, the Buyer shall provide Sikorsky written notice as to whether the Buyer's personnel or designees are going to attend the S-76 pilot training and/or maintenance/electrical training courses.

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
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Sikorsky will, if practical, schedule the ground school portion of the pilot training course and the maintenance/electrical training course so that completion will be accomplished immediately prior to the delivery of the Deluxe Executive Helicopter to Buyer. If the Buyer elects to have three (3) pilots attend the S-76 pilot training course, both pilots must, unless Sikorsky agrees otherwise, attend the course concurrently. Sikorsky shall notify the Buyer as to the location of the training courses. In any event the training services in Paragraphs (1), (2) and (3) above must be scheduled and completed within twelve (12) months of the Helicopter delivery to which such services are allocable, in default of which Buyer shall no longer be entitled to such services. The training services provided in accordance with Paragraphs (1), (2) and (3) above will be conducted in the English language. The Buyer is responsible for all travel and expenses associated with their personnel attending such training sessions. The Buyer shall provide all documentation, and personal information on the pilots to be trained, and cooperation for pilot training as requested by Sikorsky to assure compliance with U. S. A. laws and applicable policies and regulations in force at the time of training.

5. ***Hold Harmless and Indemnification*** - In consideration of Sikorsky making training services available to the Buyer hereunder, the Buyer, as the Deluxe Executive Helicopter owner whose employees or designees will be the recipient of such training services, shall secure and protect itself and shall indemnify Sikorsky, FlightSafety International, Inc., their affiliates and their respective directors, officers, employees, service representatives, and agents, from any liability, claim of liability, expense, cause of action, loss or damage whatsoever, whether arising in tort or otherwise, for any injury, including death, to any person or property whatsoever (including the Buyer's Deluxe Executive Helicopter(s)), arising out of or in conjunction with the performance of such training services.

6. ***Insurance Requirements*** - Toward effectuating the security, protection and indemnification of Paragraph 5 above, and in addition to Buyer's obligations under such Paragraph 5, Buyer agrees to carry as a minimum on each Deluxe Executive Helicopter purchased under this Agreement the following insurance prior to the commencement of the flight training services provided hereunder:

   a. Aircraft Public Liability, Bodily Injury and Property Damage and Passenger Legal Liability Insurance, including Contractual Liability Insurance to cover the liabilities herein assumed by Buyer, with a limit of not less than $50,000,000.00 for a single occurrence.

   b. Aircraft Hull All Risk Loss or Damage Insurance covering the Deluxe Executive Helicopter in the amount of the Deluxe Executive Helicopter Unit Price.

All of the insurance policies shall be issued by companies satisfactory to Sikorsky, shall be in form and substance reasonably satisfactory to Sikorsky, shall name Sikorsky, FlightSafety International, Inc. and their respective affiliates as additional insureds, shall contain a provision prohibiting cancellation except upon at least ten (10) days prior written notice to Sikorsky and FlightSafety International, Inc., shall contain a complete

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA02728142

S-76C++ NEW HELICOPTER SALES AGREEMENT

waiver of subrogation by the insurer against Sikorsky, FlightSafety International, Inc., and their respective affiliates, and shall be primary and non-contributory with respect to any insurance carried by Sikorsky and/or FlightSafety International, Inc. Buyer shall furnish to Sikorsky either certified copies of such policies or certificates evidencing such insurance and waiver. Such copies or certificates shall be presented to Sikorsky thirty (30) days prior to the scheduled commencement of the flight training.

7. ***Further Understandings*** - Sikorsky assumes no liability for any expense of the Buyer, including those of Buyer's personnel, directly or indirectly connected with the furnishing of training services provided for herein or for any expenses for the operation or maintenance of the Buyer's Deluxe Executive Helicopter(s). The parties expressly understand and agree that the responsibility of Sikorsky in the furnishing of the training services described above is limited to the furnishing of such and shall not extend to the results thereof. The parties further understand and agree that, in the event Buyer elects not to take all or any portion of the training services provided for herein, no refund or other financial adjustment of the Total Contract Price will be made.

IN WITNESS WHEREOF, this Agreement has been executed by each party's authorized representative.

Air Ghislaine, Inc.:

By: Darren K Indyke

Name: Darren K. Indyke

Title: Vice President

Date: 12-14-07

Sikorsky Aircraft Corporation

By: Vicki Conant

Name: Vicki Conant

Title: Manager, CBO

Acceptance Date: 12/17/07

Exhibit A	Helicopter Configuration
Exhibit B	Warranty
Exhibit C	Acceptance Documents

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
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Air Ghislaine
DELUXE EXECUTIVE AIRCRAFT

ATTACHMENT A

HELICOPTER CONFIGURATION

The following items of standard and optional equipment as described below, which have been selected by the Buyer, shall be installed on the Helicopter to be delivered under the Agreement.

Part 1:

BASELINE AIRCRAFT

Features of the S-76C++ Aircraft Code 0102:

Dynamic System - Two Turbomeca Arriel 2S2 engines, and a four blade articulated main rotor system with dual controls.
Cockpit – An Integrated Instrument Display System (IIDS), with an easy to upgrade avionics package. There is a Bleed Air Heating Defogging system and dual windshield wipers. The Pilot and Copilot seats come with a five point Restraint system.
Cabin – A large cabin that can be configured for four different missions and a 38 cubic foot baggage compartment
Other – Retractable landing gear, and 281 gallons of usable fuel

Baseline Avionics Package Includes:

Collins Proline II: Dual Collins VHF 22A Comms and VIR 32 Navs, single ADF 462 ADF, TDR 90 Transponder, DME 42 DME with IND 42A Indicator, ALT 1000 Radio Altimeter with Expanded Scale ALI 55A Indicator.
Honeywell EFIS/DAFCS: 4-Tube Honeywell EDZ 756 EFIS with 5" x 6" Indicators Displaying Airspeed, Altitude and Vertical Speed, Dual Litef AHRS, Dual Penny and Giles Air Data Computers, Dual Honeywell Digital SPZ 7600 Automatic Flight Control System, Altitude Alert.
Electrical: 28 Volt Electrical System with two 200 Amp Starter/Generators, 10 KVA AC Generator, Dual Static Inverters, Avionics and EFIS Master Switches.
Audio: Dual dB Systems Audio control panels with ICS and VOX plus three maintenance jacks, one in the cabin and two in the baggage compartment. This also includes dual 45° pedestal mounted ICS foot switches, three David Clark Headsets, one six-foot walk-around cord and two 30-foot walk-around cords, Cabin PA/Chime System, and a Passenger Briefing System - PBS 250
Backup/Safety Systems: Enhanced Ground Proximity Warning System, Universal 120 CVR, 3" Backup Airspeed Indicator and Altimeter, ADI-335D Standby Attitude Indicator with Nav1/Nav2 Select, ELT 406-NHM w/ Satellite Frequency, Electric Door Locks – Cabin, Cabin/Cockpit and FD DCPL Chime/Annunciator
Weather Related Systems: Wx Avoidance Radar - Primus 440, Windshield Washer System, Heated Glass Windshields, and Engine Inlet Barrier Filter

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

S-76 NEW HELICOPTER SALES AGREEMENT
EXHIBIT A

PART 2
DELUXE EXECUTIVE COMPLETION SERVICES

ADDITIONAL AVIONICS ITEMS

07025 Delete PBS 250 Passenger Briefing System
11002 Radio Tuning Units - RTU 4200
11028 Dual - Mode S Transponders w/Diversity TDR 94D
11037 DME, 2nd - DME 42
30061 Cabin ICS
30012 Audio Jacks - Emergency *(Std/Bose)*
30020 Audio Jacks, Cockpit - Bose
30093 Cabin Call System
31021 Speakers - Door, Two
32001 Cellular Phone Base and Charger
32024 Satellite Communications System, AirCell ST 3100
34053 Nav/LRN Switch for ADI 335D
34081 Vertical Card Standby Compass
35053 FMS - Universal UNS 1F w/Go Around Switch wired to the Collective
36044 Lightning Strike Sensor - LSZ 860 w/LU 860
36065 Wx Avoidance Radar - Primus 880, *exchange for Primus 440*
36104 GMX-200 Multi Function Display, Garmin
36105 Jepp View for GMX-200 MFD)
36120 Honeywell Multi Function Radar Display (MFRD) displays Radar, Flight Plan, & Checklists
37011 TCAS I System - CAS 66A
37017 TCAS Control Panel - CP 66B
37025 TCAS I TA/VSI Display, Dual -IVA 81D

PAINTS & FINISHES

50002 VIP Interior Paint Prep & Finish
50012 VIP Exterior Paint Preparation & Finish

INTERIORS

63000 Deluxe VIP Interior Group, featuring: Silencer airframe isolated interior wall panel system, high performance airframe mounted secondary acoustic package, Ultraleather or Ultrasuede interior panel upholstery, ECS ducting, cockpit/cabin divider bulkhead with left hand and right hand sliding windows, leather seat upholstery, general cabin lighting, emergency cabin lighting, reading lights (8) and air outlets (8), cabin door threshold lighting, membrane switch panels to control cabin systems, tinted interior cabin windows, decorative plating in cabin, illuminated ordinance signs, emergency/informational signage, emergency exit signs, cabin and cockpit carpet with spare, wood veneer/leather/decorative metal details, integral magazine racks on cabin doors, storage cabinet forward of raised fuel deck, seat maintenance covers, cabin floor runners, molded baggage compartment floor liner, Stain Guard Protection, Nut Plates fittings for all Opera Windows and Removal of unused tie down fittings.
63013 Aft Facing Bench – ¾ Place
63071 Bulkhead Storage Compartment - Crew *(Aft Facing Bench)*
63085 Cabin Coat Hooks, Two
63098 Acoustic Noise Reduction - Bay Blanket Kit, Lightweight
70016 Sheepskin Seating - Crew Seats
70052 Seat Belt Extension
72063 Flight Manual Storage, LH Controls Closet

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

S-76 NEW HELICOPTER SALES AGREEMENT
EXHIBIT A

INTERIORS (Continued)

76017 Cabin Door Vents, Remove
77034 Single Action Door Release

AIRCRAFT ITEMS

80001 Boarding Step, Retractable - LH
80002 Boarding Step, Retractable -RH
80082 Engine Inlet Covers Storage *(S-76C++)*
80086 Maintenance Covers - Exterior
80090 Vertical Pylon Access Panels, CSN 76-207
83001 Annunciator - "FUEL X-FEED" ON
83051 Hydraulic Quick Disconnect Relocation
83055 Remove LH Accessory Drive - CSN 76-205
83065 Pulsed Electric Engine Chip Detector System, Eaton 1K7707
84051 C4 Environmental System
85001 Annunciator - "Land LT ON"
85002 Annunciator - "Search LT ON"
85012 Gooseneck Map Lights
85036 Anti-Collision Light, Red - Bottom
85051 Landing Light - LH Main Gear
85061 Recognition Lights - Forward Facing
85063 Logo Lights
85071 Pulselight System
85072 Pulse Landing Lights
85073 Pulse Recognition Lights
86001 Approach Plate Holder, Lighted - Pilot
86002 Approach Plate Holder, Lighted - Copilot
86016 Pencil Holder
86017 Console Storage Bin-Small *(Added per amend 1)*
86026 Sun Tint - Windshield
86050 Overhead Lateral Absorber
86052 Bifilar 5P
86054 Track and Balance Accelerometers Installed in Fuel Cell Extension
86060 Rotor Pedals Lube Kit
87001 Annunciator - "Pitot Heat" On
87002 Annunciator - "W/S Heat On"
88051 Floats Completion
88061 Single Pilot IFR
90001 Cabin reading light master ON/OFF switch in the cockpit
90002 Clear Coat Exterior Paint (over metallic)
90003 Replace exterior fairing/access panel hardware with stainless steel hardware
90004 Relocate reading lights from center cabin ceiling to above outboard passenger system
90005 Eight Bose headset jacks for use with the cabin ICS in the cabin (custom locations)
90006 Satcom System to be installed without the cockpit intercom capability (ref. code 32024)
90007 GMX200 display to be installed on the right and the MFRD on the left
90009 Audio input jack in cabin for Ipod type device. Entertainment audio to be heard in all cabin Bose headsets. No other controls, volume controlled via IPod device
90010 Audio input jack in cockpit for Ipod type device. Entertainment audio to be heard in both cockpit Bose headsets only. No other controls, volume controlled via Ipod devise

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00262379
EFTA02728146

S-76 NEW HELICOPTER SALES AGREEMENT
EXHIBIT A

AIRCRAFT ITEMS (continued)

90012 Boarding steps to be surfaced with coarse non-skid
90013 Fwd facing bench seat, 3-4 passenger, W/wide single fold down armrest for right hand passenger. Armrest shall be shortened from the standard length and provide storage inside under lid for IPOD/Cell phone jacks (reference 90021 & 90009) and holders for customer furnished IPOD/Cell phone.
90015 Sheep skin throw carpet for cabin floor.
90016 Headset hangers located at ceiling level above all 8 cabin seats against forward/aft bulkheads
90017 Customer Cabin Interior Materials
Customer Furnished Materials
(Leather, Carpet, Sheepskin, Panel Covering)
Custom Upholstery Work
90019 Do not install the 63000 magazine storage in lower cabin doors *(Added per amend 1)*
90020 Custom upholstery/cushion fabrication requiring customer approval via pre-production prototype. 90021 Cell phone interface into the cabin ICS system. Connection to be in the fold down armrest of the 90013 fwd facing bench seat with ability to select the cell phone connection for any occupant on the fwd facing bench seat (4) positions. Tied to Weight-on-Wheels switch to disable in-flight use.

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00262380
EFTA02728147

S-76 NEW HELICOPTER SALES AGREEMENT
EXHIBIT A

ANNEX 1

CODE	Option Name	P/N	NOMENCLATURE	QTY
0102	**Standard Aircraft**	250-2 AC/3A	Exit Sign	2
		33776-52598-041	Curtain Assy	1
		33776-57574-042	Duct Assy.	1
		33776-57574-045	Ceiling Panel Assy	1
		33776-64732-104	Ballast	18
		76500-00701-041	Plate Assy	1
		33776-64732-103	Retainer	3
		Door Seals		4
07025	**Delete PBS 250 Passenger Briefing System**		PBS-250	1
11002	**(RTU) Radio Tuning Units**	622-6521-015	NAV Control Head (CTL 32)	2
		622-6520-007	COMM Control Head (CTL 92)	2
		622-6523-203	Transponder Control Head (CTL 92)	1
		622-6522-007	ADF Comtol Head	1
		33776-44352-045	Mounting Plates	3
11028	**Dual Mode S XPNDR -TDR 94**	622-1270-001	TDR-90 Transponder RT	1
		622-5211-003	TDR-90 Tray	1
		622-6590-002	CAD 62 Adapter	1
		653-9015-001	CAD 62 Adapter Tray	1
		622-6523-203	Transponder Control Head	1
34081	**Vertical Card for Standby Compass**	MS17983-4	Standby Compass	1
36065	**Primus 880 Weather Radar**	7021450-401	WU440 TRA	
36120	**Honeywell Multi Function Radar Display (MFRD)**	80-5214-2-2	Radar Only Display	1
84051	**C4 Environmental System**	SS49TA824-4D16V	Restrictor	1
		129580-2	Duct Tee	1
		129632-1	Sensor	1
		3166037-1	Tee Assy	1
		3166037-4	Tee	1
		3214102-2	Pressure Transducer	1
		33776-54210-041	Suppressor	1

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262381

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S-76 NEW HELICOPTER SALES AGREEMENT
EXHIBIT A

CODE	Option Name	P/N	NOMENCLATURE	QTY
		76306-07004-578	Tube Assy	1
		76306-07004-080	Tube	3
		76307-03006-047	Tube	1
		76307-03006-071	Tube	1
		76307-03006-072	Tube	1
		76450-01042-041	Panel Assy	1
		76500-07075-042	Adapter Assy	2
		76500-07901-103	Blower	1
		76500-07905-103	Suppressor	1
		76306-07004-057	Tube Assy	1
		76306-07004-068	Tube Assy	1
		76307-03006-049	Tube Assy	1
		76307-03006-082	Tube Assy	1
		76307-03006-083	Tube Assy	1
		76307-03006-084	Tube Assy	1
		76500-07054-043	Duct Assy	1
		76500-07068-042	Adapter Assy	1
		76500-07900-104	Valve	1
		76500-07068-102	Adapter	1
		76212-03004-044	Heat Duct Assy	1
		76212-03004-043	Heat Plenum	1
		76212-01016-101	Cockpit Defrost Duct	1
		76212-03005-101	Cockpit Defrost Duct	1
		76212-03004-051	Duct Assy. Upper L/H	1
		76212-03004-042	Duct Assy	1
		76212-03004-041	Duct Assy	1
		76500-07512-042	Assy	1
		33776-64058-041	Switch Box Assy, LH	1
		1482-03	LH NACA Duct Valve Assy	1
		1482-04	RH NACA Duct Valve Assy	1
		76207-01136-101	Panel	4
		1613-01	Vent Panel Assy	1
		1613-02	Vent Panel Assy	1
		82405	Diffuser	4
85012	**Gooseneck Map Lights (EX)**	15-0007-127	Grimes Utility Lights	2

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00262382
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S-76 NEW HELICOPTER SALES AGREEMENT
EXHIBIT B

1. WARRANTY

Sikorsky warrants to Buyer that each new helicopter sold by it, the parts and accessories installed thereon (except for the engines and engine accessories that are covered by the engine manufacturer's separate warranty, as well as Buyer supplied equipment), and new spare parts shall be free from defects in material and workmanship under normal use and service for the periods outlined below. Normal Use and Service shall mean the operation and maintenance of the Helicopter, sub-assemblies, and parts in accordance with Supplier's Flight, Maintenance, or Overhaul Manuals and Operating Instructions.

2. DURATION

CATEGORY	PERIOD OF COVERAGE
New Aircraft	3 years or 1000 hours of operation after delivery of the Deluxe Executive Helicopter to Buyer, whichever occurs first
New Spare Parts & GSE (if applicable)	1 year from date of shipment from Sikorsky

3. SIKORSKY OBLIGATIONS

A. REPAIR/REPLACEMENT

Sikorsky shall be obligated under this warranty to the repair or replacement of the defective item with a new, overhauled or serviceable replacement item during the applicable term of the warranty. The decision to repair or replace the defective item is solely at the discretion of Sikorsky exercised with reasonable care.

Replacement parts that are life limited shall have hourly, calendar or cycle lives remaining equal or greater than the hourly, calendar or cycle lives remaining of the parts being replaced (whichever is applicable, and if more than one is applicable, whichever is greater), unless otherwise agreed by the parties. If Helicopter Support, Inc (HSI) does not have a part whose life is equal to or less than the one removed, HSI shall contact Buyer and it would be the Buyer's option whether to accept an exchange or to arrange for a loaner while Buyer's is being repaired.

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00262383
EFTA02728150

S-76 NEW HELICOPTER SALES AGREEMENT
EXHIBIT B

B. LABOR

Sikorsky will cover Labor associated with the direct repair of a warranted item. Labor associated with troubleshooting, gaining access to, the removing and reinstalling a warranted item, or testing of the repaired or replaced item is not covered under this warranty.

4. BUYER'S OBLIGATIONS

A. The Buyer must notify Sikorsky in writing of any defect occurring within the warranty period, within sixty (60) days after its discovery. Such notification will be accomplished by completing a Sikorsky RSA (Return to Sikorsky Aircraft, SA Form 7859 and submitting it either via telefax or email.

B. If Sikorsky elects to replace or exchange rather than repair and return the warranted item the Buyer must return the defective part reasonably requested to Sikorsky or its designated repair facility within 30 days (domestic) or 60 days (international) of receipt of a replacement/ exchange item, if so requested by Sikorsky. Any defective item that is replaced or exchanged by Sikorsky shall automatically become the property of Sikorsky.

C. If requested by Sikorsky, the Buyer must furnish Sikorsky with copies of pertinent Deluxe Executive Helicopter operational and maintenance records. Such records may include any and all those prepared during the entire warranty period immediately preceding the discovery as well as records of any incident, accident, or unusual event encountered by the Deluxe Executive Helicopter at any time prior to the discovery of the defect.

5. TRANSPORTATION

Transportation charges relating to approved warranty claims for the return of defective goods to Sikorsky, their reshipment to Buyer, and the risk of loss thereof, up to and including the average cost of Federal Express P1 or equivalent, will be borne by Sikorsky if returned in accordance with written shipping instructions from Sikorsky. Transportation charges do not include taxes, duties, loans, lease charges, exchange fees, warehousing charges, handling charges, or administrative charges when charged by a party other than Sikorsky or a Sikorsky subcontractor. Any premium transportation costs shall be borne by the Buyer.

6. WARRANTY ON REPLACEMENT PARTS

Parts repaired, replaced, or exchanged (newly manufactured, repaired or overhauled) on a valid warranty claim are warranted for the remainder of the original warranty

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00262364
EFTA02728151

S-76 NEW HELICOPTER SALES AGREEMENT
EXHIBIT B

period associated with the discrepant part removed unless the warranted part is provided with less than thirty days of the expiration of the original warranty period, in that instance the parts repaired, replaced, or exchanged (newly manufactured, repaired or overhauled) shall have a warranty that extends for ninety days beyond the original warranty expiration date.

7. EXCLUSIONS

This warranty does not apply and Sikorsky shall be relieved of its obligations and liability with respect to any claim under the Warranty if such claim results from any of the following:

A. Deluxe Executive Helicopters which are not maintained, operated or repaired in accordance with the governing or applicable provisions of Sikorsky's, its subcontractors, the FAA or DOT, as applicable, Approved Flight Manual, Maintenance Manual and Service Bulletins, and as each thereof may be amended from time to time by Sikorsky, and/or

B. Deluxe Executive Helicopters which undergo structural modifications, repairs, and/or engine retrofits without the express written approval and technical guidance of Sikorsky, and which are determined to be the cause or a contributing cause of the defect, and/or

C. Deluxe Executive Helicopters or parts which have been subject to abuse, misuse, negligence, combat damage, incident or accident, and/or

D. Deluxe Executive Helicopters or parts which have been subject to direct foreign object damage, ingestion of foreign material, or any corrosive or erosive agent, and/or

E. Standard consumable and expendable items such as, but not limited to, seals, filters, gaskets, tires, hoses, bulbs, switches, batteries, bearings, brake pads and general hardware, and/or

F. Normal wear and tear, including normal wear and tear to exterior paint and interior items such as, but not limited to, seats, sidewall and headliner coverings, woodwork, plating and other soft trim appearance items, and/or

G. Parts and accessories whose manufacturer's identification tag has been removed or obliterated or cannot otherwise be identified as having been installed on the helicopter at delivery, and/or

H. Failures that result from external contamination such as contaminated fuel, oil, hydraulic fluids and the like, and/or

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00262085
EFTA02728152

S-76 NEW HELICOPTER SALES AGREEMENT
EXHIBIT B

I. Costs identified as commercial losses, or profits due to loss of use of the aircraft, and/or

J. Damage to the Deluxe Executive Helicopter or other property without limitation, incidental, and consequential damages.

8. DISCLAIMER

A. TITLE

Sikorsky warrants to Buyer that it will convey good title to the Helicopter and parts sold hereunder. Sikorsky's liability and Buyer's remedy under this warranty are limited to the removal of any title defect or at the election of Sikorsky to the replacement of the Deluxe Executive Helicopter or parts thereof which are defective in title; provided, however, that the right and remedies of the parties with respect to patent infringement shall be limited to the provisions of Paragraph 8B below.

B. PATENT INFRINGEMENT

Sikorsky shall conduct, at its own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use or resale by Buyer or any subsequent purchaser or user of any Deluxe Executive Helicopter or part delivered hereunder directly infringes any United States patent, but only on the conditions that (A) Sikorsky receives prompt written notice of such suit, or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to Buyer and defendant for such defense; (B) said Deluxe Executive Helicopter or part is made according to a specification or design furnished by Sikorsky or, if a process patent is involved, the process performed by the Deluxe Executive Helicopter(s) is recommended in writing by Sikorsky; and (C) the suit, or action is brought against Buyer or one expressly indemnified by Buyer. Provided all of the foregoing conditions have been met, Sikorsky shall, at its own expense, either settle said suit, or action or shall pay all damages, and, if the use or resale of such Deluxe Executive Helicopter or part is finally enjoined, Sikorsky shall, at Sikorsky's option: (i) procure for defendant the right to use or resell the Deluxe Executive Helicopter or part, (ii) replace them with an equivalent non-infringing Helicopter or part, (iii) modify them so they become non-infringing but equivalent, or (iv) remove them and refund the purchase price (less a reasonable allowance for use, damage, and obsolescence).

If a suit, or action is based on a design or specification furnished by Buyer, or on the performance of a process not recommended in writing by Sikorsky, or on the

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA02728153

S-76 NEW HELICOPTER SALES AGREEMENT
EXHIBIT B

use or sale of the Deluxe Executive Helicopter or parts delivered hereunder in combination with other helicopter parts not delivered to Buyer by Sikorsky, Buyer shall indemnify and save Sikorsky harmless therefrom.

C. EXCLUSIVE WARRANTIES & REMEDIES

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF (i) ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND (ii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN CONTRACT OR TORT, WHETHER OR NOT ARISING FROM SIKORSKY'S OR ANY OF ITS AFFILIATE'S NEGLIGENCE, ACTUAL OR IMPUTED, STRICT TORT LIABILITY OR BREACH OF WARRANTY. THE REMEDIES OF THE BUYER SHALL BE LIMITED TO THOSE PROVIDED HEREIN TO THE EXCLUSION OF ANY OTHER REMEDIES INCLUDING, WITHOUT LIMITATION, INCIDENTAL OR CONSEQUENTIAL DAMAGES. NO AGREEMENT VARYING OR EXTENDING THE FOREGOING WARRANTIES, REMEDIES, OR THIS LIMITATION WILL BE BINDING UPON SIKORSKY OR ANY OF ITS AFFILIATES UNLESS IN WRITING, SIGNED BY A DULY AUTHORIZED OFFICER OF SIKORSKY OR SUCH AFFILIATES.

9. GENERAL

A. This warranty may not be assigned or otherwise transferred to any other party without the advance, written consent of Sikorsky, such consent shall not to be unreasonably withheld.

B. Warranties covering the engines and engine accessories installed on the Deluxe Executive Helicopter are made separately to the Buyer by the engine manufacturer. All warranty claims pertaining to those items must be made directly to the manufacturer in question, provided that Sikorsky, as a matter of accommodation, will process the claim on behalf of the Buyer to the appropriate manufacturer if so requested.

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00262367
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S-76 NEW HELICOPTER SALES AGREEMENT
EXHIBIT C

ACCEPTANCE DOCUMENTS

Helicopter
Inspection and Acceptance
Certificate

Pursuant to the S-76 New Helicopter Sales Agreement Number _____, dated _____, between Sikorsky Aircraft Corporation and _____;

Inspection - _____ hereby acknowledges that he has thoroughly inspected the helicopter described below and has found it to be acceptable and in accordance with the requirements of the above referenced Agreement;

and

Acceptance – _____ hereby accepts delivery and title of the helicopter described below in on the ____ day of _____ at _____ __m. hours local time.

Aircraft Description –

Sikorsky S-76C with Turbomeca Arriel 2S2 Engines (commonly referred to as S-76C++
Serial Number
Registration Number
Engine Numbers

IN WITNESS WHEREOF, _____. has caused this Certificate to be executed

this ____ day of _____.

Customer Name

Signature: _____

Name: _____
Title: _____

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00262088
EFTA02728155

S-76 NEW HELICOPTER SALES AGREEMENT
EXHIBIT C

Warranty Bill of Sale

KNOW ALL MEN BY THESE PRESENTS:

THAT SIKORSKY AIRCRAFT CORPORATION ("Sikorsky"), is the lawful owner of the full legal and beneficial title to the following tangible personal property:

that certain Sikorsky S-76C++ helicopter, manufacturer's serial number 760___ and United States registration number _____, together with two (2) two Turbomeca Arriel 2S2 engines bearing manufacturer's serial numbers _____ and _____, as more fully described in Exhibit A to that certain S76C++ New Helicopter Sales Agreement (number _____) by and between Buyer (as defined below) and Sikorsky dated as of the ____ day of _____ __, 200_ as amended and assigned to _____ (the "**Helicopter**").; and

all documents and records relating or required to be maintained with respect to the Helicopter, including, without limitation, all flight manuals, maintenance manuals, engine log books, airframe log book, weight and balance data, flight records, maintenance records, , airframe and aircraft component warranties, engines warranties, avionics warranties, and any and all other records related to the Helicopter (the "**Helicopter Documents**").

THAT, for good and valuable consideration of the sum of One and 00/100 dollars ($1.00), receipt and adequacy of which is hereby acknowledged. Sikorsky does as of the date provided below, grant, convey, transfer, deliver and set over all right, title and interest in and to the Helicopter and the Helicopter Documents unto _____ ("Buyer"), and unto Buyer's successors and assigns forever.

THAT, Sikorsky hereby represents that there is hereby conveyed to Buyer on the date hereof, all legal, beneficial, record, good, equitable, exclusive, and marketable title to the Helicopter and the Helicopter Documents free and clear of any and all mortgages, liens, claims, encumbrances and rights of others, and Sikorsky will warrant and defend such title forever against all claims and demands whatsoever.

IN WITNESS WHEREOF, Sikorsky has caused this instrument to be executed and delivered by its duly authorized signatory as of this ____ day of _____ 200_.

SIKORSKY AIRCRAFT CORPORATION

Signature: _____

Print: _____

Title: _____

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00262389
EFTA02728156

S-76 NEW HELICOPTER SALES AGREEMENT
EXHIBIT C

Certificate of Acceptance
of the
Completion Services

Pursuant to the S-76 New Helicopter Sales Agreement Number _____, dated _____,

between Sikorsky Aircraft Corporation and _____. _____.;

Inspection - _____ hereby acknowledges that he has thoroughly inspected the helicopter described below and has found it to be acceptable and in accordance with the requirements of the above referenced Agreement;

and

Acceptance – _____ hereby accepts delivery of the helicopter described below on the ____ day of _____ 2007 at _____ __m. hours local time.

Aircraft Description –
Sikorsky S-76C with Turbomeca Arriel 2S2 Engines (Commonly known as S-76 C++)
Serial Number
Registration Number
Engine Numbers

IN WITNESS WHEREOF, _____. has caused this Certificate to be executed

this ____ day of _____ 200_.

Customer Name_____

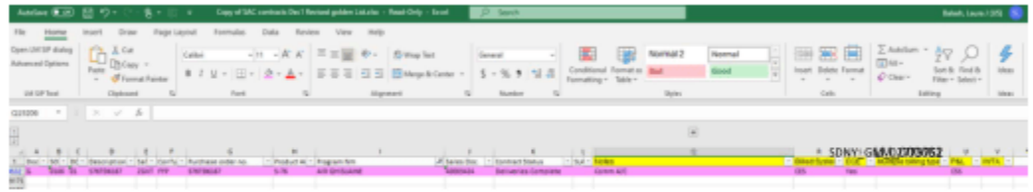
Signature:

_____

Name: _____

Title: _____

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17



SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00262391

SHMITKA AIR, INC.
Authorized Representative
Designation

Shmitka Air, Inc., formerly known as Air Ghislaine, Inc., hereby designates Lawrence P. Visoski as its authorized representative for the purpose of accepting delivery and title to the helicopter described below in respect of the completion aircraft delivery in accordance with the S-76 New Helicopter Sales Agreement Number S76TD6167A dated December 17, 2007, as amended, regarding the helicopter described below with Sikorsky Aircraft Corporation and to take all necessary actions and execute all necessary documents pertaining thereto:

Sikorsky S-76C with Ariel 2S2 Engines (Commonly referred to as S76C++)
Serial Number 760750
Registration Number N750A (N722JE)
Turbomeca Engine Numbers 42285 and 42286

IN WITNESS WHEREOF, Shmitka Air, Inc. has caused this designation to be executed this 9 day of March 2010.

Shmitka Air, Inc.
By: Darren K. Indyke
Name: Darren K. Indyke
Title: Vice President

SDNY_GM_00063

) PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10,

EFTA_00262392

MAR-8-2010 02:32P FROM: [redacted] P.1

SHMITKA AIR, INC.

Sikorsky Aircraft Corporation
6900 Main Street
Stratford,CT 06615
Attn: Christopher Shurkus

March 8, 2010

Subject: Notification of Name Change

Dear Chris,

Please be advised that on or about February 12, 2010, Air Ghislaine, Inc. filed an amendment to its Certificate of Incorporation with the Delaware Secretary of State, changing its name from "Air Ghislaine, Inc." to "Shmitka Air, Inc." Because the Secretary of State was closed on February 11, 2010, when the document was submitted to the corporate service company a request was made for the filing to be effective on February 11, 2010. In any event, this corporate name change is now effective.

The change of the corporate name of Air Ghislaine, Inc. was a change of name only, it did nothing to effect the valid and existing legal identity, existence or status of this corporate entity. It did not in any way change or modify any of the corporate entity's rights or obligations under any existing agreements that the corporate entity entered into prior to the name change, including without limitation, that certain S-76C++ New Helicopter Sales Agreement between Assignor and Sikorsky Aircraft Corporation dated on or about December 17, 2007, as amended (the "Sales Agreement"), related to the sale of that certain S-76C++ helicopter with manufacturer's serial number 760750. Thus, the rights and obligations of this corporate entity under the Sales Agreement remain in full force and effect after the name change to the same extent that they existed immediately prior to the name change, with the exception that moving forward any and all agreements, amendments, designations, acceptances, communications or other documents to be addressed to or executed by this corporate entity in connection with the Sales Agreement shall be addressed to or executed by the corporate entity in the name of Shmitka Air, Inc. with the same effect as if they were addressed to or executed in the name of Air Ghislaine, Inc.

Sincerely

Darren K. Indyke
Title: Vice President

1

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PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10

EFTA_00262393

EFTA02728160

TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT ("Termination Agreement") is made this 8th day of March 2011 ("Effective Date") between Sikorsky International Operations, Inc., ("Sikorsky"), and Freedom Air International, Inc. f/k/a Air Ghislaine, Inc. ("FAI") (together the "Parties").

WHEREAS, on or about October 20, 2006, Sikorsky and Air Ghislaine, Inc. (n/k/a Freedom Air International, Inc.) executed S-76D Position Agreement No. S76DDA050082 ("Position Agreement"), whereby Sikorsky agreed to assign to Air Ghislaine, Inc. the Estimated Baseline Helicopter Delivery Date and Estimated Completion Services Date as outlined in the Position Agreement, to one (1) Sikorsky Model S-76D Helicopter ("Helicopter");

WHEREAS, on February 11, 2010 and July 6, 2010, Certificates of Amendment to the original Certificate of Incorporation of FAI were filed with the Delaware Secretary of State on February 11, 2010 and July 6, 2010, changing its corporate name first from Air Ghislaine, Inc. to Shimitka Air, Inc., and then from Shmitka Air, Inc. to Freedom Air International, Inc., respectively; and

WHEREAS, the Parties are now mutually agreeing to terminate the Position Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. As of the Effective Date, the Position Agreement is terminated.

2. The Parties hereby release and forever discharge one another of and from all actions, causes of action, suits, debts, obligations, claims and demands

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

whatsoever which they have or hereafter can, shall or may have under the terms of the Position Agreement, except for any actions, causes of action, suits, debts, obligations, claims and demands against Sikorsky arising out of Sikorsky's breach of paragraph 3 below.

3. Within fifteen business (15) days of the Effective Date, Sikorsky shall return to Air Ghislaine the Deposit (as defined in the Position Agreement) in the aggregate amount of One Hundred Thousand USD ($100,000) (the "Termination Payment"). The Termination Payment shall be made by wire transfer to:

Beneficiary Name: Freedom Air International Inc.
Bank Name: JP Morgan Chase
Account No: [redacted]
Routing Number:
Attn: Rich Kahn

4. This Termination Agreement may not be assigned, wholly or in part, by either Party without the prior written consent of the other Party.

5. With exception for the existence of this Termination Agreement, the Parties hereby agree that neither Party shall disclose to any third party (other than to a Party's attorneys, accountants or other professional advisors with a need to know the same) the contents of this Termination Agreement without the prior written approval of the other Party except as may be required in the performance of this Termination Agreement.

6. This Termination Agreement embodies the entire agreement between the Parties with respect to the subject matter contained herein and supersedes any and all prior proposals, negotiations, agreements, and understandings related to the termination of the Position Agreement.

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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7. This Termination Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same document.

8. This Termination Agreement shall be interpreted in accordance with the plain English meaning of its terms, and the construction thereof shall be governed by the laws of the State of Connecticut, United States of America. The parties hereby further agree to submit to the jurisdiction of both the state and federal courts of Connecticut.

IN WITNESS WHEREOF, this Termination Agreement has been executed by each Party's authorized representative.

FREEDOM AIR INTERNATIONAL, INC.

By: _____

Name: Darren Indyke

Title: Vice President

Date: 3/8/11

SIKORSKY INTERNATIONAL OPERATIONS, INC.

By: _____

Name: Timothy Fox

Title: Sr. Program Manager

Date: 3/9/2011

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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Warranty Bill of Sale

KNOW ALL MEN BY THESE PRESENTS:

THAT SIKORSKY AIRCRAFT CORPORATION ("Sikorsky"), is the lawful owner of the full legal and beneficial title to the following tangible personal property:

> that certain Sikorsky S-76C++ helicopter, manufacturer's serial number 760667 and United States registration number N908GM, together with two (2) two Turbomeca Arriel 2S2 engines bearing manufacturer's serial numbers 42117 and 42118, as more fully described in Exhibit A to that certain S76C++ New Helicopter Sales Agreement (number S76TD6167) by and between Buyer (as defined below) and Sikorsky dated as of the 31st day of March, 2006 as amended (by amendment 1 dated the 29th March, 2007) (the **"Helicopter"**); and
>
> all documents and records relating or required to be maintained with respect to the Helicopter, including, without limitation, all flight manuals, maintenance manuals, engine log books, airframe log book, weight and balance data, flight records, maintenance records, airframe and aircraft component warranties, engines warranties, avionics warranties, and any and all other records related to the Helicopter (the **"Helicopter Documents")**.

THAT, for good and valuable consideration of the sum of One and 00/100 dollars ($1.00), receipt and adequacy of which are hereby acknowledged. Sikorsky does as of the date provided below, grant, convey, transfer, deliver and set over all right, title and interest in and to the Helicopter and the Helicopter Documents unto Air Ghislaine, Inc. ("Buyer"), and unto Buyer's successors and assigns forever.

THAT, Sikorsky hereby represents that there is hereby conveyed to Buyer on the date hereof, all legal, beneficial, record, good, equitable, exclusive, and marketable title to the Helicopter and the Helicopter Documents free and clear of any and all mortgages, liens, claims, encumbrances and rights of others, and Sikorsky will warrant and defend such title forever against all claims and demands whatsoever.

IN WITNESS WHEREOF, Sikorsky has caused this instrument to be executed and delivered by its duly authorized signatory as of this ____ day of June 2007.

SIKORSKY AIRCRAFT CORPORATION

Signature:_____

Print: _____

Title: _____

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

WEB HELOTRAC LICENSE AGREEMENT

This WEB HELOTRAC License Agreement (hereinafter the "Agreement") is by and between Sikorsky Aircraft Corporation, 6900 Main St., Stratford, Connecticut 06615 (hereinafter "SAC") and Air Ghislaine, Inc. 3800 Southern Blvd, West Palm Beach, Florida 33406 (hereinafter "Air Ghislaine") in connection with the support of Air Ghislaine's S-76C++ helicopter(s).

1.0 DEFINITIONS

As used in this Agreement, the following terms have the meanings indicated:

1A "Aircraft" means the S-76C++ helicopter(s) owned and/or operated by Air Ghislaine.

1B "WEB HELOTRAC" means the internet based Helotrac System that contains transcribed data and information from Chapter 4, Airworthiness Limitations, and Chapter 5, Inspection Requirements Information (including manufacturer/FAA scheduled inspections, time-limited components, and technical bulletins) from the S-76C++ helicopter support manuals customarily provided by SAC generally to its S-76C++ helicopter customers. WEB HELOTRAC also includes any subsequent corrections, fixes, upgrades, revisions, enhancements, and/or modifications to WEB HELOTRAC that SAC provides generally to its S-76C++ helicopter customers subscribing to WEB HELOTRAC.

1C "Source Data" means preexisting data and information associated with the Aircraft that is provided by Air Ghislaine for incorporation in WEB HELOTRAC. Such Source Data, and may include, but is not limited to, logbook data and computer generated reports or files containing maintenance information for the Aircraft.

1D "Operating Data" means data and information generated by Air Ghislaine during operation of the Aircraft that is entered into WEB HELOTRAC by Air Ghislaine.

1E "Database" means any files (data, text, graphics, as applicable) associated with WEB HELOTRAC.

2.0 ACCESS/SET-UP/TRAINING

2A SAC has developed a recommended list of maintenance requirements with recommended frequencies for the Aircraft indicated hereon. Such schedule has been programmed into a computer to establish the product called WEB HELOTRAC, and this information shall be provided to the Operator after execution of this agreement through WEB HELOTRAC upon payment of the Annual Fee described in Attachment A. Upon payment, SAC shall provide access to WEB HELOTRAC.

2B Upon signing this Agreement Air Ghislaine shall provide SAC with any Source Data for entry by SAC into WEB HELOTRAC within thirty (30) days along with an Entry of Source Data Fee described below. SAC shall input all Source Data into WEB HELOTRAC within thirty (30) days of its date of receipt of Entry of Source Data Fee or the Source Data, whichever is later.

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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2C Air Ghislaine has requested 0 days of training on WEB HELOTRAC at a cost of $0.00 per day. SAC and Air Ghislaine shall mutually agree on when and where the training takes place, with Air Ghislaine paying any and all travel expenses.

2D WEB HELOTRAC requires a Computer with Internet Explorer 5.5 (with the latest Service Packs) Adobe Acrobat 5.0 installed and run at a resolution of 1024 by 768 pixels. Air Ghislaine shall be responsible for providing a Computer and the required software to access WEB HELOTRAC over the internet.

3.0 LICENSES/RESTRICTIONS

3A In consideration of its receipt of the fees due hereunder and Air Ghislaine's compliance with the terms of this Agreement, SAC hereby grants to Air Ghislaine a nonexclusive, nontransferable license, without the right to sublicense, to use WEB HELOTRAC on the Computer in support of Air Ghislaine's Aircraft. The right to use WEB HELOTRAC includes the right to update the files (data, text, as applicable) associated therewith, as required and the right to generate reports as provided by the functional capability of WEB HELOTRAC, and to distribute such reports as required; however, Air Ghislaine shall not export all or any portion of the files (data, text, graphic) associated with WEB HELOTRAC. Additionally, Air Ghislaine shall not modify, adapt, change, prepare derivative works based upon, or in any other manner alter any portion of WEB HELOTRAC. Upon expiration or termination of this Agreement as provided herein, Air Ghislaine's right to use WEB HELOTRAC shall cease.

3B Air Ghislaine does not have any right to reproduce or make copies of all or any portion of WEB HELOTRAC. No third party other than Air Ghislaine has a license to use all or any portion of WEB HELOTRAC without the prior written permission of SAC.

3C Air Ghislaine agrees not to disassemble, decompile, reverse engineer, or in any other manner attempt to access or produce the source code of all or any portion of WEB HELOTRAC.

3D Air Ghislaine shall provide SAC with updates on a recurring basis of Operational Data entered into WEB HELOTRAC by Air Ghislaine. Air Ghislaine hereby authorizes SAC to use any Source and/or Operational Data provided to SAC by Air Ghislaine pursuant to this Agreement in maintenance management or other studies relating to the maintenance support and/or operation of helicopter products and to distribute such studies to third parties as deemed appropriate by SAC in the conduct of its business.

4.0 OWNERSHIP

4 The WEB HELOTRAC is and shall remain the intellectual property of SAC. The WEB HELOTRAC is a copyrighted work of SAC and is protected under the copyright laws of the United States and other countries under international treaties such as the Berne Convention.

5.0 WARRANTIES

5A SAC warrants that any Source Data provided by Air Ghislaine for incorporation in WEB HELOTRAC shall be incorporated in WEB HELOTRAC in an error-free manner. SAC, however, does not warrant the accuracy and/or sufficiency of any Source Data provided by Air Ghislaine.

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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5B EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS ARTICLE 5, SAC HEREBY DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, WITH RESPECT TO WEB HELOTRAC.

6.0 CONFIDENTIALITY

Except as expressly permitted by Article 3, Air Ghislaine shall not (a) use WEB HELOTRAC or any data or information accessible through WEB HELOTRAC (collectively, "WEB HELOTRAC Data") for any purpose, including, without limitation, not to design, manufacture, sell, service or repair systems, software or equipment, sell or provide services to third parties, or obtain any government or third party approvals for any purpose, and (b) not disclose WEB HELOTRAC Data to any third party without SAC's express written consent in SAC's sole discretion. Air Ghislaine represents that its officers, directors and employees have executed agreements with Air Ghislaine obligating them to treat WEB HELOTRAC Data in a manner consistent with the terms of this Agreement. With respect to each item of WEB HELOTRAC Data under this Agreement, the obligations of Air Ghislaine hereunder shall continue until such time as the WEB HELOTRAC Data is known and generally available to the public without restriction through no action or inaction of Air Ghislaine or any individual or entity that receives WEB HELOTRAC Data by or through Air Ghislaine.

7.0 LIMITATIONS ON LIABILITY

7A With respect to WEB HELOTRAC licensed under this Agreement and alleged to be the cause of any loss, damage, and/or injury (including death) to Air Ghislaine, or anyone in privity with Air Ghislaine pursuant to Paragraph 3A, Air Ghislaine acknowledges that a sum equal to the Annual Fee set forth in Attachment A for a license under WEB HELOTRAC shall be the maximum extent of SAC's liability under this Agreement, whether such liability is based in contract, tort (including negligence, strict tort liability, or breach of warranty) or any other theory arising out of or resulting from: (i) this Agreement, performance hereunder, or breach hereof; or (ii) the design, manufacture, delivery, license, repair, replacement, or use of WEB HELOTRAC.

7B SAC shall not be liable for any damage to WEB HELOTRAC or failure of WEB HELOTRAC to substantially perform in accordance with the documentation accompanying WEB HELOTRAC that is a result of: (i) accident, misuse, abuse, or modification of WEB HELOTRAC by Air Ghislaine; (ii) failure of the Air Ghislaine to comply with installation or use instructions regarding WEB HELOTRAC; (iii) installation and/or use of WEB HELOTRAC on a computer system that does not meet the minimum system configuration and/or operating specifications defined for the Computer; or (iv) a failure or malfunction of the Computer used by Air Ghislaine to execute WEB HELOTRAC.

7C SAC shall not be liable for the accuracy or sufficiency of any Source Data incorporated in WEB HELOTRAC, nor for any ensuing loss, damage, and/or injury (including death) arising out of or in connection with inaccurate and/or insufficient Source Data incorporated in WEB HELOTRAC by SAC.

7D SAC shall not be liable for the accuracy or sufficiency of any Operating Data entered into WEB HELOTRAC by Air Ghislaine during use of WEB HELOTRAC, nor for any ensuing loss, damage, and/or injury (including death) arising out of or in connection with the entry of inaccurate and/or insufficient Operating Data into WEB HELOTRAC by Air Ghislaine.

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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7E WEB HELOTRAC IS A MAINTENANCE PLANNING ASSISTANCE TOOL. IT DOES NOT CONSTITUTE AN APPROVED MAINTENANCE PROGRAM OR SCHEDULE, AND IS NOT INTENDED TO SERVE AS A REPLACEMENT FOR THE PUBLISHED MAINTENANCE MANUALS. THE APPLICABLE SA 4047-76A-2-1, SA 4047-76B-2-1, SA 4047-76C-2-1 AND OTHER SA MANUALS MUST BE USED AS THE PRIMARY REFERENCE SOURCE FOR ALL MAINTENANCE AND INSPECTION REQUIREMENTS IN ORDER TO ENSURE THAT ALL REQUIRED MAINTENANCE AND INSPECTIONS ARE UP TO DATE. USERS OF WEB HELOTRAC ARE SOLELY RESPONSIBLE FOR ENSURING THAT WEB HELOTRAC ACCURATELY REFLECTS ALL OF THE REQUIREMENTS CONTAINED IN THEIR APPROVED MAINTENANCE PROGRAM AND SCHEDULE, INCLUDING BUT NOT LIMITED TO ENSURING THAT THE SCHEDULED MAINTENANCE INTERVALS AND COMPUTER CODES THAT ARE LISTED FOR THEIR AIRCRAFT CONFIGURATION REPORTS ARE CORRECT AND UP TO DATE.

7F IN NO EVENT SHALL SAC BE LIABLE TO Air Ghislaine, OR ANY THIRD PARTY IN PRIVITY WITH Air Ghislaine FOR SUPPORT OF THE AIRCRAFT, FOR ANY SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE HELOTRAC RL SYSTEM IN SUPPORT OF THE AIRCRAFT.

7G Air Ghislaine shall indemnify and hold SAC, any parent corporation, their directors, officers, employees, service representatives, and/or agents harmless from any claim, demand, legal action, cause of action, liability, claim of liability, loss, expense, damage, and/or injury (including death) arising out of or in connection with any negligent act or omission of Air Ghislaine, or any third party in privity with Air Ghislaine for support of the Aircraft, arising out or in connection with the use of WEB HELOTRAC that results in damage to the Aircraft, and/or injury (including death) of any person. Provided further, however, that this provision shall not apply if a defective condition in WEB HELOTRAC is the proximate cause of such damage and/or injury.

8.0 TERM OF THE AGREEMENT

8A The term of this Agreement shall be the earlier of twelve months from the date SAC provides the Air Ghislaine access to WEB HELOTRAC or the uninterrupted period during which Air Ghislaine owns and/or operates the Aircraft, and shall expire if and when Air Ghislaine transfers its ownership interest in its Aircraft to another party. This Agreement may be terminated sooner by SAC or Air Ghislaine as a result of a breach of a material term or condition of this AGREEMENT by the other party. Additionally, Air Ghislaine may extend this Agreement for additional twelve month periods by contacting the SAC point-of-contact identified in Attachment B and remitting the then-current Recurring Annual Support Fee in accordance with Paragraph 9B.

8B Upon termination of this Agreement, Air Ghislaine shall erase or delete any portion of WEB HELOTRAC that has been installed in the Computer and certify such destruction/erasure/deletion to SAC.

8C During the term of this Agreement and for a period of three (3) years thereafter, SAC shall have the right, during regular business hours, to audit such of Air Ghislaine's records, and engage in discussions with relevant Air Ghislaine personnel, as reasonably necessary to evaluate and confirm Air Ghislaine's compliance with its obligations under this Agreement.

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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9.0 PRODUCT SUPPORT

9A During the initial one (1) year period of this Agreement, SAC shall provide training for WEB HELOTRAC if and on the terms indicated in Attachment A.

9B Air Ghislaine may contract for twelve month extensions to this Agreement by contacting the SAC point-of-contact identified in Attachment B and remitting the then-current Recurring Annual Support Fee. An estimate of such fees is identified in Attachment A. The actual fees will be agreed upon at the time of any extension

10.0 ANALYST SERVICES

10A SAC will monthly examine/analyze the changes the customer has made by running specific date range searches. The analyst will review each record for part number, serial number, and aircraft complied with Hours, Landings/Cycles and Date.

10B SAC will review records for relationships. By way of example, SAC would review records to determine whether a customer, when replacing a Sonic Locator, properly updated the Sonic Locator Battery task in HELOTRAC.

10C SAC will enter HELOTRAC Revisions and work with the customer to allow the customer to identify "APPLICABLE" and "NOT APPLICABLE" information.

10D Analyst will modify the customers Operations Package as applicable.

10E Throughout the contract period SAC will review the current status run for items that are "NOT APPLICABLE" and add forward the information to the customer for there disposition.

10F SAC shall furnish the electronic computer readouts of the following:
a. Transaction Report (report of all compliances the customer has made in that month)
b. Aircraft Current Status Report (report of current status of inspections, life limited parts, overhaul, and service bulletins sorted by ATA code)
c. Maintenance Due List Report (report of projected scheduled maintenance)

10G. Each month thereafter, Air Ghislaine shall furnish (enter into Web HELOTRAC) to SAC (a) cumulative time (hours and flights) of each aircraft, engines and APU and (b) a projected time (hours and flights) for the following 30, 60 or 90 days (Air Ghislaine's Selection) of operation for each aircraft.

10H. Air Ghislaine shall timely update compliance in the HELOTRAC System for both scheduled and unscheduled (component replacements, servicing, inspections, etc.) as the maintenance is accomplished.

10I. Air Ghislaine shall have the option, at the inception of this contract, to provide Source Data for inclusion into the Database for equipment not installed by SAC, by providing SAC (in writing) the maintenance requirements and time frequencies for this equipment.

10J. Air Ghislaine shall use the program (software) provided by SAC to submit and retrieve their aircraft maintenance data from SAC and to generate reports as provided for in the program (software).

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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10K. Air Ghislaine upon termination of this contract shall return all programming (software) to SAC.

10L. Air Ghislaine understands that the Program and Interactive Electronic Technical Manuals (IETM) has been developed by SAC and are copyrighted. Either may be marked as below.

10M. All Rights reserved: This program may not be used, copied, modified, transferred or merged, in whole or in part, except as provided for in Article II, Item 5, without prior written permission of SAC Aircraft Corporation. © Copyrighted 1998-2005.

10N. All rights reserved, including the right to reproduce the IETM. No Part may be reproduced, stored in any retrieval system, or transmitted in any part or from or by any means, electronic photocopying, microfilm, microfiche, mechanical, or otherwise, without prior written permission of SAC Aircraft Corporation. © Copyrighted 1998-2005.

11.0 MISCELLANEOUS

11A If any provision of this Agreement is determined to be partially or wholly unenforceable, invalid, illegal, or void by a tribunal of competent jurisdiction, such determination shall not affect the validity of the remaining provisions of this Agreement.

11B Any failure by SAC or Air Ghislaine to exercise any right granted by the terms and conditions of this Agreement shall not be construed as a waiver of such right, or of any other rights under this Agreement, and shall in no way affect the subsequent exercise of such right, or of any other rights under this Agreement by SAC or Air Ghislaine.

11C The intellectual property laws of the United States and the laws of the State of New York (excluding its conflicts of laws provisions) shall govern the interpretation and/or enforcement of this Agreement.

11D Attachments A and B are part of this Agreement. Attachment B is a non-substantive provision of this Agreement that identifies the point-of-contact for SAC and Air Ghislaine, respectively, and, as such, may be amended by either party as necessary to facilitate performance under this Agreement.

11E No amendment or modification of this Agreement shall be valid or binding upon SAC or Air Ghislaine unless made in a writing specifically identifying this Agreement and executed by authorized representatives of SAC and Air Ghislaine.

11F This Agreement represents the entire understanding between SAC and Air Ghislaine as to the rights and obligations of SAC and Air Ghislaine with respect to WEB HELOTRAC licensed to Air Ghislaine by SAC under this Agreement. Air Ghislaine acknowledges that this Agreement has been reviewed by an authorized representative of Air Ghislaine, and further acknowledges that Air Ghislaine understands its rights and obligations under this Agreement. This Agreement may be executed in counterparts (including fax counterparts), both of which will be deemed an original, but which taken together shall constitute one single agreement between the parties.

IN WITNESS WHEREOF, SAC and Air Ghislaine, agreeing to be bound by the terms and conditions of this Agreement, have caused this Agreement to be executed by the duly authorized representatives identified below.

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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SAC

C Hartmann
Signature

Christine Hartmann
Name

Intellectual Property Counsel
Title

1/29/08
Date

Air Ghislaine

Signature

LARRY VISOSKI
Name

Chief Pilot
Title

1/27/08
Date

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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ATTACHMENT A

FEES & PAYMENT TERMS

1. **FEES:**

FEE TYPE	AMOUNT
Annual Fee with Analyst Service (first 12 months)	$0
Recurring Annual Update & Support Fee (After first 12 months, if Agreement extended) – Estimate Only	$7,760
Sikorsky S-76 Service Database Access (via Helotrac) + Updates	No charge
Entry of Source Data (one time)	No charge
Installation and Training (XXXX hours in first 12 months)	Training – $0.00 Travel – $0.00

Based on the table above, the amount due upon execution of this Agreement is:

Fees:	**$0***
Sales Tax (6%):	**$0**
Total:	**$0***

*** Enrollment and one year paid via aircraft contract. PWA# F006-S76-004**

2. **PAYMENT TERMS:**

A. Sales tax shall be calculated and added to all amounts due. All payments shall be made thirty (30) days after the date of invoice to JP Morgan Chase, New York, NY 10004, Routing No. 021000021, Sikorsky Aircraft, Account No. 5756685, Routing No. 021000021, SWIFT Code: CHASUS33.

B. The Annual Fee and fees for Entry of Source Data and Installation and Training, as identified in Section 1 of this Attachment A (hereinafter collectively the "Inception Fee") are valid for the proposal period specified in the transmittal letter accompanying this Agreement, and apply to the first year of use of WEB HELOTRAC. This Inception Fee shall be the price invoiced by SAC provided that this Agreement is consummated within the specified proposal period. After expiration of the specified proposal period, SAC may, in its sole discretion, revise any or all of the fees comprising the Inception Fee, and such revised Inception Fee shall thereafter be applicable to the consummation of this Agreement.

C. SAC reserves the right to revise the Recurring Annual Update & Support Fee at any time during the effectivity of this Agreement and such revised Recurring Annual Update & Support Fee shall be the applicable fee for updates and support services, provided that SAC shall have provided Air Ghislaine with written notice of such Recurring Annual Update & Support Fee revision at least thirty (30) days prior to the end of the one (1) year period during which the Recurring Annual Update & Support Fee is revised. Any such revision of the Recurring Annual Update & Support Fee shall be based upon the percentage

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
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change in the core consumer price index for the preceding twelve (12) month period, as published by the U.S. Department of Labor.

D. Payment of the Recurring Annual Update & Support Fee for any one (1) year period of this Agreement entitles Air Ghislaine to receive, at no additional cost during such period, any enhancements, upgrades, or revisions to WEB HELOTRAC that are released by SAC generally to its customers that are WEB HELOTRAC subscribers during such period. Air Ghislaine may contact the SAC point-of-contact identified in Attachment B for assistance at no additional cost with respect to routine questions relating to WEB HELOTRAC during such period. Air Ghislaine may contact the SAC point-of-contact identified in Attachment B for assistance on a cost basis with respect to complex questions relating to WEB HELOTRAC during such period. SAC and Air Ghislaine shall mutually determine whether any assistance to be rendered is to be on a cost or no-cost basis.

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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ATTACHMENT B

POINTS-OF-CONTACT

SAC Point-of Contact:

Mr. Raymond Lemoine
Sikorsky Aircraft Corporation
Technical Support Services
6900 Main Street
P.O. Box 9729
Stratford, CT 06615-9129
Mail Stop B205A
[redacted]

Air Ghislaine Point-of-Contact:

Mr. Larry Visoski
Air Ghislaine, Inc.
3800 Southern Blvd
Suite 204
West Palm Beach, FL 33406
[redacted]

Mailing address:
1131 Pine Point Road, Singer Island, FL 33404

Unless another employee of Air Ghislaine is explicitly identified in writing to the SAC Point-of-Contact identified above, the Point-of-Contact for the Air Ghislaine shall be the authorized representative of Air Ghislaine that executes this Agreement on behalf of Air Ghislaine. Unless explicitly identified in writing to the SAC Point-of-Contact identified above, communications with the Air Ghislaine shall be directed to the address of Air Ghislaine identified in the Preamble of this Agreement, and shall be presumed to have been received by Air Ghislaine in the routine course of business.

— END OF WEB HELOTRAC LICENSE AGREEMENT —

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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TSSL-E10-0019

WEB HELOTRAC LICENSE AGREEMENT

This WEB HELOTRAC License Agreement (hereinafter the "Agreement") is by and between Sikorsky Aircraft Corporation, 6900 Main St., Stratford, Connecticut 06615 (hereinafter "SAC") and Shmitka Air, Inc., 3800 Southern Blvd, West Palm Beach, Florida 33406 (hereinafter "SHMITKA AIR") in connection with the support of SHMITKA AIR's S-76C++ helicopter(s).

1.0 DEFINITIONS

As used in this Agreement, the following terms have the meanings indicated:

1A "Aircraft" means the S-76C++ helicopter(s) owned and/or operated by SHMITKA AIR.

1B "WEB HELOTRAC" means the internet based Helotrac System that contains transcribed data and information from Chapter 4, Airworthiness Limitations, and Chapter 5, Inspection Requirements Information (including manufacturer/FAA scheduled inspections, time-limited components, and technical bulletins) from the S-76C++ helicopter support manuals customarily provided by SAC generally to its S-76C++ helicopter customers. WEB HELOTRAC also includes any subsequent corrections, fixes, upgrades, revisions, enhancements, and/or modifications to WEB HELOTRAC that SAC provides generally to its S-76C++ helicopter customers subscribing to WEB HELOTRAC.

1C "Source Data" means preexisting data and information associated with the Aircraft that is provided by SHMITKA AIR for incorporation in WEB HELOTRAC. Such Source Data, and may include, but is not limited to, logbook data and computer generated reports or files containing maintenance information for the Aircraft.

1D "Operating Data" means data and information generated by SHMITKA AIR during operation of the Aircraft that is entered into WEB HELOTRAC by SHMITKA AIR.

1E "Database" means any files (data, text, graphics, as applicable) associated with WEB HELOTRAC.

2.0 ACCESS/SET-UP/TRAINING

2A SAC has developed a recommended list of maintenance requirements with recommended frequencies for the Aircraft indicated hereon. Such schedule has been programmed into a computer to establish the product called WEB HELOTRAC, and this information shall be provided to the Operator after execution of this agreement through WEB HELOTRAC upon payment of the Annual Fee described in Attachment A. Upon payment, SAC shall provide access to WEB HELOTRAC.

2B Upon signing this Agreement SHMITKA AIR shall provide SAC with any Source Data for entry by SAC into WEB HELOTRAC within thirty (30) days along with an Entry of Source Data Fee described below. SAC shall input all Source Data into WEB HELOTRAC within thirty (30) days of its date of receipt of Entry of Source Data Fee or the Source Data, whichever is later.

IP093, May 3, 2009

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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2C SHMITKA AIR has requested 00 days of training on WEB HELOTRAC at a cost of 0000.00 per day. SAC and SHMITKA AIR shall mutually agree on when and where the training takes place, with SHMITKA AIR paying any and all travel expenses.

2D WEB HELOTRAC requires a Computer with WEB HELOTRAC requires a computer with Internet Explorer 6 (or higher) and Adobe Acrobat 5.0 installed and run at a resolution of 1024 by 768 pixels. SHMITKA AIR shall be responsible for providing a Computer and the required software to access WEB HELOTRAC over the internet.

3.0 LICENSES/RESTRICTIONS

3A In consideration of its receipt of the fees due hereunder and SHMITKA AIR's compliance with the terms of this Agreement, SAC hereby grants to SHMITKA AIR a nonexclusive, nontransferable license, without the right to sublicense, to use WEB HELOTRAC on the Computer in support of SHMITKA AIR's Aircraft. The right to use WEB HELOTRAC includes the right to update the files (data, text, as applicable) associated therewith, as required and the right to generate reports as provided by the functional capability of WEB HELOTRAC, and to distribute such reports as required; however, SHMITKA AIR shall not export all or any portion of the files (data, text, graphic) associated with WEB HELOTRAC. Additionally, SHMITKA AIR shall not modify, adapt, change, prepare derivative works based upon, or in any other manner alter any portion of WEB HELOTRAC. Upon expiration or termination of this Agreement as provided herein, SHMITKA AIR's right to use WEB HELOTRAC shall cease.

3B SHMITKA AIR does not have any right to reproduce or make copies of all or any portion of WEB HELOTRAC. No third party other than SHMITKA AIR has a license to use all or any portion of WEB HELOTRAC without the prior written permission of SAC.

3C SHMITKA AIR agrees not to disassemble, decompile, reverse engineer, or in any other manner attempt to access or produce the source code of all or any portion of WEB HELOTRAC.

3D SHMITKA AIR shall provide SAC with updates on a recurring basis of Operational Data entered into WEB HELOTRAC by SHMITKA AIR. SHMITKA AIR hereby authorizes SAC to use any Source and/or Operational Data provided to SAC by SHMITKA AIR pursuant to this Agreement in maintenance management or other studies relating to the maintenance support and/or operation of helicopter products and to distribute such studies to third parties as deemed appropriate by SAC in the conduct of its business.

4.0 OWNERSHIP

4 The WEB HELOTRAC is and shall remain the intellectual property of Sikorsky Aircraft Corporation. The WEB HELOTRAC is a copyrighted work of SAC and is protected under the copyright laws of the United States and other countries under international treaties such as the Berne Convention.

5.0 WARRANTIES

5A SAC warrants that any Source Data provided by SHMITKA AIR for incorporation in WEB HELOTRAC shall be incorporated in WEB HELOTRAC in an error-free manner. SAC, however, does not warrant the accuracy and/or sufficiency of any Source Data provided by SHMITKA AIR.

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5B EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS ARTICLE 5, SAC HEREBY DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, WITH RESPECT TO WEB HELOTRAC.

6.0 CONFIDENTIALITY

Except as expressly permitted by Article 3, SHMITKA AIR shall not (a) use WEB HELOTRAC or any data or information accessible through WEB HELOTRAC (collectively, "WEB HELOTRAC Data") for any purpose, including, without limitation, not to design, manufacture, sell, service or repair systems, software or equipment, sell or provide services to third parties, or obtain any government or third party approvals for any purpose, and (b) not disclose WEB HELOTRAC Data to any third party without SAC's express written consent in SAC's sole discretion. SHMITKA AIR represents that its officers, directors and employees have executed agreements with SHMITKA AIR obligating them to treat WEB HELOTRAC Data in a manner consistent with the terms of this Agreement. With respect to each item of WEB HELOTRAC Data under this Agreement, the obligations of SHMITKA AIR hereunder shall continue until such time as the WEB HELOTRAC Data is known and generally available to the public without restriction through no action or inaction of SHMITKA AIR or any individual or entity that receives WEB HELOTRAC Data by or through SHMITKA AIR.

7.0 LIMITATIONS ON LIABILITY

7A With respect to WEB HELOTRAC licensed under this Agreement and alleged to be the cause of any loss, damage, and/or injury (including death) to SHMITKA AIR, or anyone in privity with SHMITKA AIR pursuant to Paragraph 3A, SHMITKA AIR acknowledges that a sum equal to the Annual Fee set forth in Attachment A for a license under WEB HELOTRAC shall be the maximum extent of SAC's liability under this Agreement, whether such liability is based in contract, tort (including negligence, strict tort liability, or breach of warranty) or any other theory arising out of or resulting from: (i) this Agreement, performance hereunder, or breach hereof; or (ii) the design, manufacture, delivery, license, repair, replacement, or use of WEB HELOTRAC.

7B SAC shall not be liable for any damage to WEB HELOTRAC or failure of WEB HELOTRAC to substantially perform in accordance with the documentation accompanying WEB HELOTRAC that is a result of: (i) accident, misuse, abuse, or modification of WEB HELOTRAC by SHMITKA AIR; (ii) failure of the SHMITKA AIR to comply with installation or use instructions regarding WEB HELOTRAC; (iii) installation and/or use of WEB HELOTRAC on a computer system that does not meet the minimum system configuration and/or operating specifications defined for the Computer; or (iv) a failure or malfunction of the Computer used by SHMITKA AIR to execute WEB HELOTRAC.

7C SAC shall not be liable for the accuracy or sufficiency of any Source Data incorporated in WEB HELOTRAC, nor for any ensuing loss, damage, and/or injury (including death) arising out of or in connection with inaccurate and/or insufficient Source Data incorporated in WEB HELOTRAC by SAC.

7D SAC shall not be liable for the accuracy or sufficiency of any Operating Data entered into WEB HELOTRAC by SHMITKA AIR during use of WEB HELOTRAC, nor for any ensuing loss, damage, and/or injury (including death) arising out of or in connection with the entry of inaccurate and/or insufficient Operating Data into WEB HELOTRAC by SHMITKA AIR.

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7E WEB HELOTRAC IS A MAINTENANCE PLANNING ASSISTANCE TOOL. IT DOES NOT CONSTITUTE AN APPROVED MAINTENANCE PROGRAM OR SCHEDULE, AND IS NOT INTENDED TO SERVE AS A REPLACEMENT FOR THE PUBLISHED MAINTENANCE MANUALS. THE APPLICABLE SA 4047-76A-2-1, SA 4047-76B-2-1, SA 4047-76C-2-1 AND OTHER SA MANUALS MUST BE USED AS THE PRIMARY REFERENCE SOURCE FOR ALL MAINTENANCE AND INSPECTION REQUIREMENTS IN ORDER TO ENSURE THAT ALL REQUIRED MAINTENANCE AND INSPECTIONS ARE UP TO DATE. USERS OF WEB HELOTRAC ARE SOLELY RESPONSIBLE FOR ENSURING THAT WEB HELOTRAC ACCURATELY REFLECTS ALL OF THE REQUIREMENTS CONTAINED IN THEIR APPROVED MAINTENANCE PROGRAM AND SCHEDULE, INCLUDING BUT NOT LIMITED TO ENSURING THAT THE SCHEDULED MAINTENANCE INTERVALS AND COMPUTER CODES THAT ARE LISTED FOR THEIR AIRCRAFT CONFIGURATION REPORTS ARE CORRECT AND UP TO DATE.

7F IN NO EVENT SHALL SAC BE LIABLE TO SHMITKA AIR, OR ANY THIRD PARTY IN PRIVITY WITH SHMITKA AIR FOR SUPPORT OF THE AIRCRAFT, FOR ANY SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE HELOTRAC RL SYSTEM IN SUPPORT OF THE AIRCRAFT.

7G SHMITKA AIR shall indemnify and hold SAC, any parent corporation, their directors, officers, employees, service representatives, and/or agents harmless from any claim, demand, legal action, cause of action, liability, claim of liability, loss, expense, damage, and/or injury (including death) arising out of or in connection with any negligent act or omission of SHMITKA AIR, or any third party in privity with SHMITKA AIR for support of the Aircraft, arising out or in connection with the use of WEB HELOTRAC that results in damage to the Aircraft, and/or injury (including death) of any person. Provided further, however, that this provision shall not apply if a defective condition in WEB HELOTRAC is the proximate cause of such damage and/or injury.

8.0 TERM OF THE AGREEMENT

8A The term of this Agreement shall be the earlier of twelve months from the date SAC provides the SHMITKA AIR access to WEB HELOTRAC or the uninterrupted period during which SHMITKA AIR owns and/or operates the Aircraft, and shall expire if and when SHMITKA AIR transfers its ownership interest in its Aircraft to another party. This Agreement may be terminated sooner by SAC or SHMITKA AIR as a result of a breach of a material term or condition of this AGREEMENT by the other party. Additionally, SHMITKA AIR may extend this Agreement for additional twelve month periods by contacting the SAC point-of-contact identified in Attachment B and remitting the then-current Recurring Annual Support Fee in accordance with Paragraph 9B.

8B Upon termination of this Agreement, SHMITKA AIR shall erase or delete any portion of WEB HELOTRAC that has been installed in the Computer and certify such destruction/erasure/deletion to SAC.

8C During the term of this Agreement and for a period of three (3) years thereafter, SAC shall have the right, during regular business hours, to audit such of SHMITKA AIR's records, and engage in discussions with relevant SHMITKA AIR personnel, as reasonably necessary to evaluate and confirm SHMITKA AIR's compliance with its obligations under this Agreement.

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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9.0 PRODUCT SUPPORT

9A During the initial one (1) year period of this Agreement, SAC shall provide training for WEB HELOTRAC if and on the terms indicated in Attachment A.

9B SHMITKA AIR may contract for twelve month extensions to this Agreement by contacting the SAC point-of-contact identified in Attachment B and remitting the then-current Recurring Annual Support Fee. An estimate of such fees is identified in Attachment A. The actual fees will be agreed upon at the time of any extension

10.0 ANALYST SERVICES

10A SAC will monthly examine/analyze the changes the customer has made by running specific date range searches. The analyst will review each record for part number, serial number, and aircraft complied with Hours, Landings/Cycles and Date.

10B SAC will review records for relationships. By way of example, SAC would review records to determine whether a customer, when replacing a Sonic Locator, properly updated the Sonic Locator Battery task in HELOTRAC.

10C SAC will enter HELOTRAC Revisions and work with the customer to allow the customer to identify "APPLICABLE" and "NOT APPLICABLE" information.

10D Analyst will modify the customers Operations Package as applicable.

10E Throughout the contract period SAC will review the current status run for items that are "NOT APPLICABLE" and add forward the information to the customer for there disposition.

10F SAC shall furnish the electronic computer readouts of the following:
a. Transaction Report (report of all compliances the customer has made in that month)
b. Aircraft Current Status Report (report of current status of inspections, life limited parts, overhaul, and service bulletins sorted by ATA code)
c. Maintenance Due List Report (report of projected scheduled maintenance)

10G. Each month thereafter, SHMITKA AIR shall furnish (enter into Web HELOTRAC) to SAC (a) cumulative time (hours and flights) of each aircraft, engines and APU and (b) a projected time (hours and flights) for the following 30, 60 or 90 days (SHMITKA AIR's Selection) of operation for each aircraft.

10H. SHMITKA AIR shall timely update compliance in the HELOTRAC System for both scheduled and unscheduled (component replacements, servicing, inspections, etc.) as the maintenance is accomplished.

10I. SHMITKA AIR shall have the option, at the inception of this contract, to provide Source Data for inclusion into the Database for equipment not installed by SAC, by providing SAC (in writing) the maintenance requirements and time frequencies for this equipment.

10J. SHMITKA AIR shall use the program (software) provided by SAC to submit and retrieve their aircraft maintenance data from SAC and to generate reports as provided for in the program (software).

SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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10K. SHMITKA AIR upon termination of this contract shall return all programming (software) to SAC.

10L. SHMITKA AIR understands that the Program and Interactive Electronic Technical Manuals (IETM) has been developed by SAC and are copyrighted. Either may be marked as below.

10M. All Rights reserved: This program may not be used, copied, modified, transferred or merged, in whole or in part, except as provided for in Article II, Item 5, without prior written permission of Sikorsky Aircraft Corporation. © Copyrighted 1998-2005.

10N. All rights reserved, including the right to reproduce the IETM. No Part may be reproduced, stored in any retrieval system, or transmitted in any part or from or by any means, electronic photocopying, microfilm, microfiche, mechanical, or otherwise, without prior written permission of Sikorsky Aircraft Corporation. © Copyrighted 1998-2005.

11.0 MISCELLANEOUS

11A If any provision of this Agreement is determined to be partially or wholly unenforceable, invalid, illegal, or void by a tribunal of competent jurisdiction, such determination shall not affect the validity of the remaining provisions of this Agreement.

11B Any failure by SAC or SHMITKA AIR to exercise any right granted by the terms and conditions of this Agreement shall not be construed as a waiver of such right, or of any other rights under this Agreement, and shall in no way affect the subsequent exercise of such right, or of any other rights under this Agreement by SAC or SHMITKA AIR.

11C The intellectual property laws of the United States and the laws of the State of New York (excluding its conflicts of laws provisions) shall govern the interpretation and/or enforcement of this Agreement.

11D Attachments A and B are part of this Agreement. Attachment B is a non-substantive provision of this Agreement that identifies the point-of-contact for SAC and SHMITKA AIR, respectively, and, as such, may be amended by either party as necessary to facilitate performance under this Agreement.

11E No amendment or modification of this Agreement shall be valid or binding upon SAC or SHMITKA AIR unless made in a writing specifically identifying this Agreement and executed by authorized representatives of SAC and SHMITKA AIR.

11F This Agreement represents the entire understanding between SAC and SHMITKA AIR as to the rights and obligations of SAC and SHMITKA AIR with respect to WEB HELOTRAC licensed to SHMITKA AIR by SAC under this Agreement. SHMITKA AIR acknowledges that this Agreement has been reviewed by an authorized representative of SHMITKA AIR, and further acknowledges that SHMITKA AIR understands its rights and obligations under this Agreement. This Agreement may be executed in counterparts (including fax counterparts), both of which will be deemed an original, but which taken together shall constitute one single agreement between the parties.

IN WITNESS WHEREOF, SAC and SHMITKA AIR, agreeing to be bound by the terms and conditions of this Agreement, have caused this Agreement to be executed by the duly authorized representatives identified below.

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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SAC

Signature

CHRISTINE HARTMANN
Name

IP Attorney
Title

4/26/2010
Date

SIKORSKY AIR

Signature

LARRY VISOSKI
Name

Director of Operations
Title

04/20/2010
Date

IP093, May 3, 2009

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ATTACHMENT A

FEES & PAYMENT TERMS

1. **FEES:**

FEE TYPE	AMOUNT
Annual Fee with Analyst Service (first 12 months)	$0,000*
Recurring Annual Update & Support Fee (After first 12 months, if Agreement extended) – Estimate Only	$8,380
Sikorsky S-76 Service Database Access (via Helotrac) + Updates	No charge
Entry of Source Data (one time)	No charge
Installation and Training (0000 hours in first 12 months)	Training – $0,000 Travel – $000

Based on the table above, the amount due upon execution of this Agreement is:

Fees:	$0,000
Sales Tax (6%):	$000
Total:	**$0,000**

*** First year fee included in PWA**

2. **PAYMENT TERMS:**

A. Sales tax shall be calculated and added to all amounts due. All payments shall be made thirty (30) days after the date of invoice to JP Morgan Chase, New York, NY 10004, Routing No. 021000021, Sikorsky Aircraft, Account No. 5756685, Routing No. 021000021, SWIFT Code CHASUS33.

B. The Annual Fee and fees for Entry of Source Data and Installation and Training, as identified in Section 1 of this Attachment A (hereinafter collectively the "Inception Fee") are valid for the proposal period specified in the transmittal letter accompanying this Agreement, and apply to the first year of use of WEB HELOTRAC. This Inception Fee shall be the price invoiced by SAC provided that this Agreement is consummated within the specified proposal period. After expiration of the specified proposal period, SAC may, in its sole discretion, revise any or all of the fees comprising the Inception Fee, and such revised Inception Fee shall thereafter be applicable to the consummation of this Agreement.

C. SAC reserves the right to revise the Recurring Annual Update & Support Fee at any time during the effectivity of this Agreement and such revised Recurring Annual Update & Support Fee shall be the applicable fee for updates and support services, provided that SAC shall have provided SHMITKA AIR with written notice of such Recurring Annual Update & Support Fee revision at least thirty (30) days prior to the end of the one (1) year period during which the Recurring Annual Update & Support Fee is revised. Any such revision of the Recurring Annual Update & Support Fee shall be based upon the

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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percentage change in the core consumer price index for the preceding twelve (12) month period, as published by the U.S. Department of Labor.

D. Payment of the Recurring Annual Update & Support Fee for any one (1) year period of this Agreement entitles SHMITKA AIR to receive, at no additional cost during such period, any enhancements, upgrades, or revisions to WEB HELOTRAC that are released by SAC generally to its customers that are WEB HELOTRAC subscribers during such period. SHMITKA AIR may contact the SAC point-of-contact identified in Attachment B for assistance at no additional cost with respect to routine questions relating to WEB HELOTRAC during such period. SHMITKA AIR may contact the SAC point-of-contact identified in Attachment B for assistance on a cost basis with respect to complex questions relating to WEB HELOTRAC during such period. SAC and SHMITKA AIR shall mutually determine whether any assistance to be rendered is to be on a cost or no-cost basis.

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ATTACHMENT B

POINTS-OF-CONTACT

SAC Point-of Contact:

Mr. Raymond Lemoine
Sikorsky Aircraft Corporation
Technical Support Services
6900 Main Street
P.O. Box 9729
Stratford, CT 06615-9129
Mail Stop R207A
[redacted]

SHMITKA AIR Point-of-Contact:

Mr. Larry Visoski
Shmitka Air, Inc.
3800 Southern Blvd
Suite 204
West Palm Beach, FL 33406
[redacted]

Mailing address:
1131 Pine Point Road, Singer Island, FL 33404

Unless another employee of SHMITKA AIR is explicitly identified in writing to the SAC Point-of-Contact identified above, the Point-of-Contact for the SHMITKA AIR shall be the authorized representative of SHMITKA AIR that executes this Agreement on behalf of SHMITKA AIR. Unless explicitly identified in writing to the SAC Point-of-Contact identified above, communications with the SHMITKA AIR shall be directed to the address of SHMITKA AIR identified in the Preamble of this Agreement, and shall be presumed to have been received by SHMITKA AIR in the routine course of business.

— **END OF WEB HELOTRAC LICENSE AGREEMENT** —

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