

EXHIBIT I

**DEPOSIT ACCOUNT CONTROL AGREEMENT
(Hard Account Agreement)**



THIS DEPOSIT ACCOUNT CONTROL AGREEMENT (this "**Agreement**") is made as of the 17th day of December, 2012, by and among AIRNET SYSTEMS, INC., an Ohio corporation ("**AirNet**"), FLIGHT EXPRESS, INC., a Florida corporation ("**FE**" and together with AirNet, collectively "**Customer**"), PNC BANK, NATIONAL ASSOCIATION ("**Bank**"), and ALOSTAR BANK OF COMMERCE, a state banking institution incorporated or otherwise organized under the laws of the State of Alabama (together with its successors and assigns, "**Secured Party**").

Customer, Bank and Secured Party, intending to be legally bound, hereby agree as follows:

- 1. Establishment of Accounts.** As of the date of this Agreement, Customer acknowledges and confirms that Customer has established those certain deposit accounts in the name of Customer at Bank, as identified on Exhibit A attached hereto and made a part hereof (individually, an "**Account**" and collectively, the "**Accounts**"). This Agreement shall hereafter refer to the Accounts and to all funds, checks, cash, items, instruments, and other things of value at any time paid, deposited, credited, or held in, payable or able to be withdrawn from, or in transit to any Account (whether for collection, provisionally, or otherwise) and all proceeds of all of the foregoing (collectively, the "**Account Collateral**").
- 2. Acknowledgement of Security Interest.** Bank hereby acknowledges that Customer has granted a first priority security interest in, lien upon, and pledge of the Accounts and the Account Collateral to Secured Party. This Agreement constitutes a separate agreement for each Account and is intended to perfect Secured Party's security interest in, and give "control," as defined in Section 9-104 of the Uniform Commercial Code as in effect in the State of Pennsylvania (the "**UCC**"), in favor of Secured Party with respect to the Accounts and the Account Collateral. Bank agrees that it will not enter into any agreement with any person or entity in connection with the Accounts by which Bank is obligated to comply with instructions from such person or entity which conflict with this Agreement. Bank, for purposes of this Agreement, also confirms that it is a "**Bank**" as defined in 9-102(a)(8) of the UCC.
- 3. Account Rules.** The Accounts are subject to: (i) Bank's right to place holds for uncollected funds pursuant to Federal Reserve Regulation CC, (ii) Bank's account and applicable service agreements, disclosures, other deposit account documentation and (iii) Bank's customary procedures and practices in connection therewith (all of the foregoing collectively, the "**Account Rules**") as may be in effect from time to time. In the event of a conflict between the terms of this Agreement and the Account Rules, the terms of this Agreement shall prevail.
- 4. Account Access.** Customer and Secured Party agree that, until termination of this Agreement, Customer shall not be entitled to access the Accounts or the Account Collateral, and Bank shall comply with instructions originated by Secured Party regarding the Accounts or the Account Collateral, including, without limitation, wire and other transfers of money, giving stop payment orders, paying or returning items presented for payment, or making withdrawals therefrom, and such other actions as shall from time to time be specified in writing by Secured Party that are within the Account Rules. Customer hereby irrevocably authorizes and directs Bank to comply with any such instructions by Secured Party without notice to or further action or consent by Customer and notwithstanding any subsequent objection or contrary direction Bank may receive from Customer. Beginning on the date hereof, Bank agrees to wire transfer the funds in the Accounts, on a daily basis and in same day funds, to the account as shown on Exhibit B hereto, or such other account as Secured Party may direct in writing. Customer acknowledges and agrees that it shall not and shall not be permitted to close any Account without the prior written consent of Secured Party. Notwithstanding the foregoing, Bank reserves the right to suspend all activities in the Accounts in the event Bank reasonably believes that fraudulent or illegal activities have occurred in connection with any such Account or this Agreement.

5. **Limitation of Liability of Bank.** Bank shall have no responsibility or liability to Customer for complying with instructions concerning the Accounts originated by Secured Party, and shall have no responsibility to investigate the appropriateness of any such instruction, even if Customer notifies Bank that Secured Party is not legally entitled to originate any such instruction. Bank may rely, and Bank shall be protected in acting, or refraining from acting, upon any notice (including but not limited to electronic facsimile of such notice) believed by Bank to be genuine and to have been given by the proper party or parties.

6. **Lockbox Arrangement.** In the event Exhibit A indicates that there is a lockbox for receipt and deposit of payments to Customer (each a "Lockbox") in place in connection with any of the Accounts, Customer and Bank acknowledge that they have entered into an agreement (the "Lockbox Agreement") that governs Bank's obligations in connection with each Lockbox. Upon the execution and delivery of this Agreement, cash, checks, and other items delivered to Bank will continue to be deposited in the applicable Account pursuant to the Lockbox Agreement.

7. **Subordination of Rights; Setoff.** Bank hereby subordinates in favor of Secured Party all existing and future rights of recoupment or setoff and banker's liens against the Accounts and the Account Collateral, except those rights of setoff and banker's liens arising in connection with (i) processing or encoding errors arising in an Account, (ii) items deposited in an Account that are subsequently returned to Bank unpaid, (iii) automated clearing house ("ACH") credit entries initiated from an Account by Customer or Secured Party for which there are insufficient funds in the applicable Account on the date required by the applicable agreement with the Bank for such services, or ACH debit entries initiated from an Account by Customer or Secured Party which are returned to Bank for any reason, (iv) all other charges and obligations and liabilities arising out of any cash management services provided by Bank for Customer, and (v) any of Bank's charges, fees and expenses provided for herein, or in the Lockbox Agreement, if any, and any other agreement pursuant to which Bank provides services to Customer for which Customer is responsible. Customer and Secured Party understand and agree that Bank is authorized to collect any amount owing pursuant to the preceding sentence (a "Chargeable Amount") by debiting any of the Accounts. Customer shall pay any Chargeable Amount immediately upon demand to the extent there are not sufficient funds in the Accounts to cover any Chargeable Amount on the day of the debit. If any Chargeable Amount has not been paid in full by Customer within fifteen (15) days after demand on Customer by Bank and there are still insufficient funds in the Accounts, then Secured Party shall pay the Chargeable Amount to Bank, within fifteen (15) days after receipt of written demand therefor from Bank; provided that (a) the aggregate amount payable by Secured Party shall not exceed an amount equal to the amount of funds in the Accounts that are transferred from the Accounts by Bank pursuant to Secured Party's instructions, (b) in no event shall Secured Party be responsible for items described in clause (i) that result from the gross negligence or willful misconduct of Bank, and (c) any written demand under this sentence for amounts described in clause (i), (ii) or (iii) must be made within ninety (90) days of the incurrence of such error, return or overdraft. If Bank is stayed or prohibited from making demand upon Customer for any reason, then Bank shall not be required to: (a) make such demand upon Customer or (b) wait fifteen (15) days prior to making demand on Secured Party.

8. **Account Information.** To the extent practical, Bank shall make available to Secured Party such information with respect to the Accounts and Account Collateral as Secured Party may from time to time reasonably request, including, without limitation, duplicate copies of all bank statements provided concurrently with the delivery thereof to Customer. Customer hereby consents to such information being provided to Secured Party.

9. **Protection and Indemnification of Bank.** Customer and Secured Party agree that Bank shall have no liability to either of them for any loss or damage that either or both may claim to have suffered or incurred, either directly or indirectly, by reason of this Agreement or any transaction or service contemplated by the provisions hereof, except to the extent primarily attributable to the gross negligence or willful misconduct of Bank, as determined by a final non-appealable judgment by a court of competent jurisdiction. In no event shall Bank be liable for losses or delays resulting from computer malfunction, interruption of communication facilities, labor difficulties or other causes beyond Bank's reasonable control. Customer hereby indemnifies and holds harmless Bank, its affiliates, and its and their directors, officers, agents and employees from and against any and all claims, damages, penalties, judgments, liabilities, losses or expenses (including reasonable attorneys' fees and disbursements) arising out of, resulting from, or in any way related to this Agreement or any action taken or not taken pursuant to this Agreement except to the extent such claims, damages,

penalties, judgments, liabilities, losses or expenses are primarily caused by Bank's gross negligence or willful misconduct, as determined by a final, non-appealable judgment by a court of competent jurisdiction. Secured Party agrees to indemnify and hold harmless Bank, its affiliates, and its and their directors, officers, agents and employees from and against any and all claims, damages, penalties, judgments, liabilities, losses or expenses (including reasonable attorneys' fees and disbursements) arising from Bank complying with written instructions of Secured Party pursuant to this Agreement except to the extent caused by Bank's gross negligence or willful misconduct, as determined by a final, non-appealable judgment by a court of competent jurisdiction. Bank's duties and obligations shall be determined solely by the provisions of this Agreement and Bank shall not be liable except for the performance of its duties and obligations as are set forth herein. Bank shall have no obligation to review or confirm that any actions taken pursuant to this Agreement comply with any other agreement or document. Substantial compliance by Bank with its standard procedures for the services Bank is providing hereunder shall be deemed to be exercise by it of ordinary care. In no event shall Bank be liable for any lost profits or for any indirect, special, consequential or punitive damages even if advised of the possibility or likelihood of such damages. This paragraph shall survive termination of this Agreement.

10. Notices. Except as otherwise provided in this Agreement, all notices permitted or required by this Agreement shall be in writing and shall be deemed to have been duly given (i) immediately upon personal delivery (whether by messenger, telegram, or otherwise), (ii) immediately upon facsimile transmission (with a confirmation of receipt to the sending party), (iii) five (5) Business Days after deposit, postage prepaid, in the United States mail, if sent by certified or registered mail or (iv) one (1) Business Day after having been timely and properly deposited for overnight delivery, fee prepaid, with a reputable overnight courier service and addressed to the addresses for Bank, Secured Party and Customer set forth on the signature page of this Agreement, or in accordance with such other address information as the party to receive notice may provide in writing to the other parties in accordance with this notice provision. Any notice given by any other method will be deemed to have been duly given upon its receipt thereof. For purposes of this Agreement, "**Business Day**" shall mean a day on which Bank's main office in Pittsburgh, PA is open to the public for carrying on substantially all of its banking functions, but shall not include Saturdays, Sundays, or legal holidays.

11. Termination. Secured Party may terminate this Agreement upon prior written notice to Customer and Bank, provided, however, the lack of receipt by Customer of any notice shall not diminish or otherwise affect the effectiveness of any notice received by Bank. Bank may terminate this Agreement upon at least thirty (30) days' prior written notice to Customer and Secured Party. Notwithstanding the foregoing, Bank may terminate this Agreement immediately if it becomes aware of fraud or criminal activity in connection with any Account or this Agreement, with prompt written notice of such termination delivered to Customer and Secured Party. The obligations of Customer and Secured Party to Bank pursuant to paragraphs 7 and 9 shall survive the termination of this Agreement.

12. Right to Place Hold; Bankruptcy; Interpleader. If at any time: (i) Bank, in good faith, is in doubt as to the action it should take under this Agreement, (ii) Customer becomes subject to a voluntary or involuntary bankruptcy, reorganization, receivership or similar proceeding, or (iii) Bank is served with legal process which it in good faith believes prohibits the disbursement of the funds deposited in any Account, then Bank shall have the right to (a) place a hold on the funds in the Account until such time as it receives an appropriate court order or other assurance satisfactory to it as to the disposition of the funds in the Account, or (b) commence, at Customer's expense, an interpleader action in any competent federal or state court located in the Commonwealth of Pennsylvania, and otherwise to take no further action except in accordance with joint written instructions from Customer and Secured Party or in accordance with the final order of a competent court served on Bank.

13. Captions. Any paragraph or other captions are inserted for convenience only and shall not be considered a part of or affect the interpretation or construction of any of the provisions of this Agreement.

14. Entire Agreement; Amendments. This Agreement contains the entire agreement of the parties with respect to its subject matter, and no oral or prior written statements or representations not incorporated herein shall have any force or effect. This Agreement shall not be effective until signed by Bank, Secured Party, and Customer and shall be binding

upon and inure to the benefit of Bank, Secured Party, and Customer and their respective legal representatives, successors, and assigns. This Agreement may not be modified without the consent of all of the parties to this Agreement.

15. Waiver. The failure of any party at any time to require performance by any other party of any provision of this Agreement shall not affect in any way the right to require performance at any subsequent time. Any waiver by any party of the breach of any provision of this Agreement shall be in writing and shall not operate as or be construed to be a waiver of any other breach of the provision or of any breach of any other provision of this Agreement. No course of dealing or performance shall be deemed to amend or otherwise affect any provision of this Agreement.

16. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that determination shall not affect any other provision of this Agreement, and each such other provision shall be construed and enforced as if the invalid, illegal, or unenforceable provision were not contained herein.

17. Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by pdf, facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Amendment by pdf, facsimile or other electronic transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by pdf, facsimile or electronic transmission.

18. Governing Law; Jurisdiction; Jury Trial Waiver. The validity, construction, interpretation, and enforcement of this Agreement, and the rights of the parties hereto, in connection with each Account shall be determined under, governed by, and construed in accordance with the internal laws of the Commonwealth of Pennsylvania, without regard to the principles of conflicts of law. The Company and the Secured Party each hereby irrevocably consents and agrees that any action, suit or proceeding resulting from, arising out of or related to this Agreement shall be instituted in any state or federal court in the Commonwealth of Pennsylvania (including the courts of the United States of America for the Western District of Pennsylvania) and each hereby waives any objection which it may now or hereafter have to the laying of the venue of any such action, suit or proceeding in any such jurisdiction, on the basis of a more convenient forum or otherwise. Nothing contained in this Agreement (including this Paragraph) shall prevent Bank from bringing any action, suit or proceeding to enforce any award or judgment or to exercise any rights against the Company individually or against any property of the Company within any other county, state or other foreign or domestic jurisdiction. Bank's jurisdiction for purposes of Section 9-304 of the UCC shall be the Commonwealth of Pennsylvania. **EACH OF THE PARTIES WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM OR FORM OF THE ACTION.**

[Remainder of page intentionally left blank; signatures appear on following page.]

IN WITNESS WHEREOF, each of the parties has executed and delivered this Agreement as of the day and year first above set forth.

Address for Notices:

PNC Bank, National Association
500 First Avenue, 5th
Pittsburgh, PA 15219
Attention: Felicia Baird
Facsimile: (412) 762-6519
Phone: (412) 768-6657
E-Mail: Felicia.baird@pnc.com

BANK:

PNC BANK, NATIONAL ASSOCIATION


By: Bryan Shia
Print Name: Bryan Shia
Title: Vice President

Address for Notices:

AloStar Bank of Commerce
3630 Peachtree Road, N.E., Suite 1050
Atlanta, GA 30326
Facsimile: (412) 762-6519
Phone: (412) 768-6657
E-Mail: shall@alostarbank.com

SECURED PARTY:

ALOSTAR BANK OF COMMERCE

By: 
Print Name: Susan Hall
Title: Managing Director

Address for Notices:

7250 Star Check Drive,
Columbus, OH 43217
Facsimile: (614) 409-7965
Phone: (614) 409-4832
Email: fred.deleeuw@airnet.com

CUSTOMER:

AIRNET SYSTEMS, INC.

By: 

Print Name: Fred deLeeuw
Title: Chief Financial Officer

FLIGHT EXPRESS, INC.

By: 

Print Name: Fred deLeeuw
Title: Chief Financial Officer

EXHIBIT A

List of Accounts

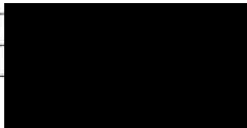
<u>Name on Account</u>	<u>Account Number</u>	<u>Account Type</u>	<u>Lockbox (Y/N)</u>
AirNet Systems, Inc.		Depository	Y
Flight Express, Inc.		Depository	Y

EXHIBIT B

Initial Wiring Instructions:

AloStar Bank of Commerce
Birmingham, AL
ABA# 062006330
Account – ABL Wire Settlement
Account # - 6000212289
For the account of AirNet Systems, Inc.