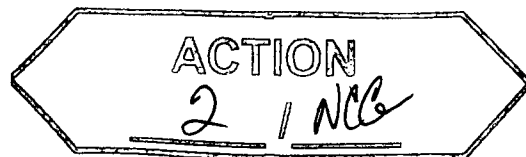


 U.S. Department of Transportation Federal Aviation Administration	ASSIGNMENT OF SPECIAL REGISTRATION NUMBERS		Special Registration Number N42JH
	Aircraft Make and Model GULFSTREAM AEROSPACE GV-SP (G550)		Present Registration Number N502SX
	Serial Number 5024		Issue Date: Apr 04, 2024
ICAO AIRCRAFT ADDRESS CODE FOR N42JH - 51175026 TVPX AIRCRAFT SOLUTIONS INC TRUSTEE 39 E EAGLE RIDGE DR STE 201 NORTH SALT LAKE UT 84054-2533 			This is your authority to change the United States registration number on the above described aircraft to the special registration number shown. Carry duplicate of this form in the aircraft together with the old registration certificate as interim authority to operate the aircraft pending receipt of revised certificate of aircraft registration. The latest FAA Form 8130-6, Application For Airworthiness on file is dated: Sep 10, 2021 The airworthiness classification and category: STD TRANSP
INSTRUCTIONS:			
SIGN AND RETURN THE ORIGINAL of this form to the Civil Aviation Registry, Aircraft Registration Branch, within 5 days after the special registration number is placed on the aircraft. A revised certificate of aircraft registration will then be issued. Obtain a revised certificate of airworthiness from your nearest Flight Standards District Office. The authority to use the special number expires: Apr 04, 2025			
CERTIFICATION: I certify that the special registration number was placed on the aircraft described above. DocuSigned by:  DAVID WALL 77A2020BDCFC4B8... Signature of Owner:		RETURN FORM TO: Civil Aviation Registry Aircraft Registration Branch P.O. Box 25504 Oklahoma City, Oklahoma 73125-0504	
Title of Owner: David Wall; Senior Vice President			
Date Placed on Aircraft: 04 April 2024			

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OKLAHOMA CITY
OKLAHOMA
FFR/SMs
7/1/24



5 March 2024

FEDERAL AVIATION ADMINISTRATION
ATTN: EXAM /SUPPORT
OKLAHOMA CITY, OK

RE: GULFSTREAM AEROSPACE GV-SP (G550) SN: 5024

N502SX (pending N42JH)

Ladies and Gentlemen

On behalf of our client:

**TVPX Aircraft Solutions, Inc. Trustee
39 E Eagle Ridge Dr., Ste 201
North Salt Lake, Utah 84054-2533**

- ① RELINQUISH **N42JH** from ROSLYN MEDINA
② RESERVE **N42JH** to TVPX AIRCRAFT SOLUTIONS INC TRUSTEE
③ ASSIGN **N42JH** to the above-mentioned aircraft

Please forward your special assignment form to AIC, Public Documents Room.

If you have any questions, please call 948-1811.

Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in cursive script that reads "Julia Reyor".

Julia Reyor
jreyor@aictitle.com
Document Specialist

AIC Title Service, LLC Staff

FAA Fees: \$30.00

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\$30.00 03/05/2024

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OKLAHOMA CITY
OKLAHOMA

3524
TW/MT

U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION CROSS-REFERENCE—RECORDATION		RECORDED CONVEYANCE FILED IN: NNUM: 502SX SERIAL NUM: 5024 MFR: GULFSTREAM AEROSPACE MODEL: GV-SP (G550) AIR CARRIER:	
This form is to be used in cases where a conveyance covers several aircraft and engines, propellers, or locations. File original of this form with the recorded conveyance and a copy in each aircraft folder involved.			
TYPE OF CONVEYANCE FAA ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT (SEE RECORDED CONVEYANCE IR038670 DOC ID #8752)		DATE EXECUTED NOVEMBER 28, 2023	
FROM FALCON LANDING LLC (ASSIGNOR) TVPX AIRCRAFT SOLUTIONS INC TRUSTEE (ASSIGNEE)		DOCUMENT NO. LJ029330	
TO OR ASSIGNED TO BANC OF AMERICA LEASING & CAPITAL LLC		DATE RECORDED DEC 26, 2023	
THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:			
Total Aircraft: 1	Total Engines: 2	Total Props:	Total Spare Parts:
N502SX RRDEU BR700-710C4-11 15150 RRDEU BR700-710C4-11 15151			

FAA ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT

THIS **FAA ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT** (this "Assignment"), dated as of November 28, 2023, is entered into by and among **FALCON LANDING, LLC** ("Assignor"), **TVPX AIRCRAFT SOLUTIONS INC.**, not in its individual capacity but solely as owner trustee of the TVPX 2023-13198 Business Trust ("Assignee"), and **BANC OF AMERICA LEASING & CAPITAL, LLC** ("Lender").

WHEREAS, Lender and the Assignor are parties to that certain Loan and Aircraft Security Agreement (S/N 5024), as more particularly described in Annex 1 attached hereto (the "Assigned Agreement"; capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Assigned Agreement), which relates to the Aircraft, as more particularly described in Annex 1 attached hereto (the "Aircraft");

WHEREAS, Assignor wishes to transfer and assign to Assignee all of its right, title, and interest and all of its duties, representations, warranties, agreements, indemnities, obligations and liabilities of any kind whatsoever in, to and under or in connection with the Assigned Agreement, and Assignee desires to accept the assignment contained herein and assume all of the duties, representations, warranties, agreements, indemnities, obligations and liabilities of any kind whatsoever of Assignor in, to and under or in connection with the Assigned Agreement to the same extent as if Assignee had executed the Assigned Agreement; and

WHEREAS, the Assignee desires to accept the assignment of and assume all of Assignor's right, title, and interest and all of Assignor's duties, representations, warranties, agreements, indemnities, obligations and liabilities of any kind whatsoever in, to and under or in connection with the Assigned Agreement to the same extent as if the Assignee had executed the Assigned Agreement as a grantor thereunder.

NOW, THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Assigned Agreement. Assignor hereby assigns and transfers to Assignee all of its right, title and interest and all of its duties, representations, warranties, agreements, indemnities, obligations and liabilities of any kind whatsoever in, to and under or in connection with the Assigned Agreement.

2. Assumption of Assigned Agreement. Assignee hereby accepts the assignment contained in Section 1 hereof and also assumes and agrees to perform all of the duties, representations, warranties, agreements, indemnities, obligations and liabilities of any kind whatsoever of the Assignor in, to and under or in connection with the Assigned Agreement (the "**Obligations**") to the same extent as if Assignee had executed the Assigned Agreement as of the initial execution date of such Assigned Agreement for all purposes. Without limiting the generality of the foregoing, Assignee hereby further agrees to be bound by all of the terms and conditions of the Assigned Agreement and also accepts all of the Assignor's rights, interest and Obligations for all purposes from the initial execution date of the Assigned Agreement until any and all such Obligations have been fully performed and/or paid, as the case may be.

3. Amendments to the Assigned Agreement. Effective as of the date hereof, the Assigned Agreement is hereby amended as follows:

(a) Section 3(f)(i) is hereby amended by deleting the word "Guarantor" and replacing it with "Guarantors" in two places.

(b) Section 4.1(b) is hereby deleted in its entirety and replaced with the following:

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\$15.00 11/28/2023



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AIRCRAFT
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OKLAHOMA

"(b) cause each Guarantor to comply with the financial reporting requirements set forth in its Guaranty and promptly furnish to Lender any such financial and other information regarding the Customer or Guarantors or any of their affiliates as Lender may from time to time reasonably request; and".

- (c) Section 4.4(b) is hereby amended by deleting clauses (ii) and (iii) in their entirety and replacing them with the following:

"(ii) each of the "dry leases" specified on Annex B hereof for operation by the lessee thereunder under Part 91 and any other applicable provisions of the FARs, and all other Applicable Standards, provided Customer and each such party to such "dry lease" and Lender have entered into an Operating Consent in favor of Lender with respect to such lease;"

(iii) a Management Agreement with a Manager, provided: (1) Customer and Manager have entered into an Operating Consent in favor of Lender with respect to such Management Agreement; (2) Manager shall (w) be and remain solvent, and (unless an individual) organized under the laws of a state within the United States, (x) have a recognized favorable reputation as a manager of aircraft similar to the Aircraft, (y) be providing management for other aircraft owners similar to the services contemplated therein; and (3) any operation of the Aircraft pursuant to any such Management Agreement shall be in compliance with the Loan Documents pertinent to the operation of the Aircraft (whether by Customer or any permitted Interested Third Party) and may include charter operations if in addition to the foregoing, (1) Manager shall, (A) have a recognized favorable reputation as a charter operator of aircraft similar to the Aircraft, (B) be providing charter operation services for other aircraft owners similar to the services contemplated therein, and (C) at all times while conducting any charter operations (aa) have and maintain a valid Part 135 Certificate evidencing its authority to conduct such operations, (bb) list the Aircraft on its operations specifications, and (cc) comply with Part 135 of the FARs and all other Applicable Standards pertaining to such charter operations and (2) use of the Aircraft in charter operations for parties who are not Affiliates of a Customer Party does not exceed twenty percent (20%) of the annual flight hours of the Aircraft over the term of the Loan; and

(iv) Third Party Agreements not covered under clauses (i)-(iii) above which are specified on Annex B if existing on the Closing Date, or if not then existing, entered into by the Customer with Lender's prior written consent."

- (d) The second sentence of Section 4.5(a) is hereby deleted in its entirety and replaced with the following:

"Unless otherwise expressly permitted under Section 4.4, (i) neither Customer nor any Interested Third Party shall operate or permit the Aircraft to be operated for air taxi operations or otherwise under Part 135 of the FARs, and (ii) Customer or the applicable Interested Third Party shall at all times have, and maintain, "operational control" of the Aircraft (as such term is then interpreted by the FAA or such other applicable Governmental Authority), and no other Person shall operate the Aircraft."

- (e) Section 6(f)(A) is hereby amended by adding the word "Corporate" before "Guarantor".
- (f) Section 6(g) is hereby amended by adding the following language at the end:
"(vi) the death or judicial declaration of incompetence of any individual Guarantor; or (vii) any Guarantor shall fail to perform or observe any financial covenant required to be performed or observed by such Guarantor under its Guaranty or any other Loan Documents; or".
- (g) The definition of Change of Control set forth in Annex A of the Assigned Agreement is hereby deleted in its entirety and replaced with the following:
- "Change of Control** means a "Change of Control" as defined in the Credit Agreement as in effect on the date hereof or any change in the ownership or control of the beneficial interests of the Aircraft Trust such that each Guarantor, directly or indirectly, no longer owns and controls at least 99% of the beneficial interests of the Aircraft Trust."
- (h) The definition of Credit Agreement set forth in Annex A of the Assigned Agreement is hereby amended by adding the word "Corporate" before "Guarantor" in each of three places.
- (i) The definition of Guarantor set forth in Annex A of the Assigned Agreement is hereby deleted in its entirety and replaced with the following:
- "Guarantor** shall mean each LLC Guarantor, Individual Guarantor, Trust Guarantor and Corporate Guarantor, and any other guarantor of the Obligations, in each case, as identified in Annex B and including any successor or permitted assign, heir or estate."
- (j) The definition of Loan Documents set forth in Annex A of the Assigned Agreement is hereby deleted in its entirety and replaced with the following:
- "Loan Documents** shall mean this Agreement, the Note, any Guaranty, any Operating Consent, any hypothecation or other collateral pledge or credit support, and any other documents, agreements, instruments, filings, certificates, opinions or assurances securing, evidencing or relating to the Obligations, including any amendment, amendment and restatement, assignment and assumption, modification, or supplement to any of the foregoing, whether entered into on or after the Closing Date."
- (k) The definition of Organizational Document set forth in Annex A of the Assigned Agreement is hereby deleted in its entirety and replaced with the following:
- "Organizational Document** shall mean any certificate or articles of incorporation, organization or registration, by-laws, partnership certificate or agreement, trust agreement, or limited liability company operating agreement or other organizational or constitutive document or agreement."
- (l) The following new definitions are hereby added to Annex A to the Assigned Agreement in the appropriate alphabetical order:
- "Aircraft Trust** means the trust created by the Trust Agreement.

Management Agreement shall mean any aircraft management and/or services agreement between Customer and a Manager relating to the Aircraft which (i) is specified on Annex B hereto or specifically consented to by Lender, (ii) is permitted pursuant to, and which fully complies with, the terms of Section 4.4 of this Agreement, and (iii) is in form and substance satisfactory in all respects to Lender.

Manager shall mean (i) the Person specified as such on Annex B, and/or (ii) any other Person to which Lender has provided its prior written consent.

Part 135 Certificate shall mean an air carrier certificate, with the associated operations specifications, issued in accordance with Part 135 of the FARs.

Trust Agreement means the Trust Agreement dated as of November 28, 2023, between TVPX Aircraft Solutions Inc., as owner trustee, and the 2023 13197 Statutory Trust, as trustor."

(m) Annex B thereto is hereby deleted in its entirety and replaced with Annex B attached hereto.

4. Governing Law. This Assignment shall be construed and enforced in accordance with, and the rights of both parties shall be governed by, the internal laws of the State of New York (without regard to the conflict of laws principles of such state, except as to the effect of Title 14, Section 5-1401 of the New York General Obligations Law), including all matters of construction, validity, and performance.

5. Counterparts; Electronic Signatures. This Assignment and any other document or agreement executed in connection herewith may be executed by one or more of the parties hereto or thereto on any number of separate counterparts and all of said counterparts taken together shall be deemed and constitute one and the same instrument. This Assignment and any document, agreement, amendment, approval, consent, information, notice, certificate, request, statement, disclosure or authorization related to this Assignment (each a "Communication") may be in the form of an Electronic Record and may be executed using Electronic Signatures (including, without limitation, DocuSign, facsimile and .pdf) and shall be considered an original, and shall have the same legal effect, validity and enforceability as a paper record, provided that any signature provided for FAA purposes must conform to all FAA requirements as determined by FAA Counsel. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by Lender of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention. Without limiting the foregoing, (a) to the extent Lender has agreed to accept such Electronic Signature, Lender shall be entitled to rely on any such Electronic Signature without further verification and (b) upon the request of Lender, any Electronic Signature shall be promptly followed by a manually executed, original counterpart. For purposes hereof, "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

6. Binding Nature. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

[signature page follows]

5

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed by their respective officers thereunder duly authorized, all as of the date first set forth above.

Assignor:

FALCON LANDING, LLC

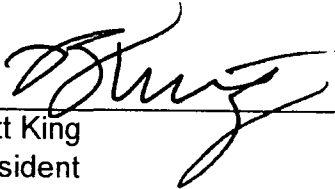
By: _____
Name: Bret Johnsen
Title: Chief Financial Officer & Secretary

Notice Address:

1 Rocket Road
Hawthorne, CA 90250
Attn: Treasury Department
Telephone: 310-363-6000

Assignee:

**TVPX AIRCRAFT SOLUTIONS INC., not in
its individual capacity but solely as owner
trustee of the TVPX 2023-13198 Business
Trust**

By: 
Name: Brett King
Title: President

Notice Address:

39 East Eagle Ridge Drive, Suite 103
North Salt Lake, UT 84054
Attn: Brett King
Telephone: 801-877-0504
Email: brett@tvpix.com
Facsimile: 801-944-1425

Lender:

**BANC OF AMERICA LEASING & CAPITAL,
LLC**

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed by their respective officers thereunder duly authorized, all as of the date first set forth above.

Assignor:

FALCON LANDING, LLC

Assignee:

TVPX AIRCRAFT SOLUTIONS INC., not in its individual capacity but solely as owner trustee of the TVPX 2023-13198 Business Trust

By: _____
Name: Bret Johnsen
Title: Chief Financial Officer & Secretary

By: _____
Name: _____
Title: _____

Notice Address:

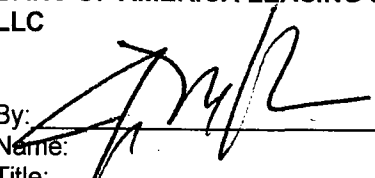
1 Rocket Road
Hawthorne, CA 90250
Attn: Treasury Department
Telephone: 310-363-6000

Notice Address:

39 East Eagle Ridge Drive, Suite 103
North Salt Lake, UT 84054
Attn: Brett King
Telephone: 801-877-0504
Email: brett@tvpix.com
Facsimile: 801-944-1425

Lender:

BANC OF AMERICA LEASING & CAPITAL, LLC

By:  _____
Name: _____
Title: _____

**JAY S. MONFREDA
OFFICER**

ANNEX B

LOAN AMOUNT AND CUSTOMER INFORMATION

[Intentionally omitted from FAA filing copy for confidentiality purposes.]

**Annex 1
to
FAA Assignment, Assumption and Amendment Agreement**

Assigned Agreement:

Loan and Aircraft Security Agreement (S/N 5024), dated as of April 29, 2022 (the "Loan Agreement"), between Banc of America Leasing & Capital, LLC, as lender, and Falcon Landing, LLC, as customer, which was recorded by the Federal Aviation Administration on November 4, 2022, and assigned Conveyance No. IR038670.

Description of Aircraft

The Aircraft is a Gulfstream Aerospace model GV-SP (G550) airframe that consists of the following components:

(a) Airframe bearing FAA Registration Mark N502SX and manufacturer's serial number 5024 (International Registry manufacturer GULFSTREAM and generic dropdown model Gulfstream GV-SP (G550)); and type certified by the FAA to transport at least eight (8) persons (including crew) or goods in excess of 2750 kilograms.

(b) Two (2) Rolls-Royce Deutschland Ltd & Co KG model BR700-710C4-11 engines bearing manufacturer's serial numbers 15150 and 15151 (International Registry manufacturer ROLLS ROYCE and generic dropdown model BR710); each having at least 550 horsepower or 1750 lbs of thrust or its equivalent.

(c) Honeywell model RE220 auxiliary power unit (s/n P-335).

(d) Standard avionics and equipment, all other accessories, additions, modifications and attachments to, and all replacements and substitutions for, any of the foregoing, all as more particularly described in the Loan Agreement, together with all additions, accessions, modifications, improvements, replacements, substitutions, and accessories thereto and therefor, all avionics, onboard equipment, loose equipment, manuals, documentation and technical publications, now owned or hereafter acquired, and all records and logbooks (in written form or as computer data, discs or tapes, whether now existing or hereafter acquired or created, and whether in the possession of Assignor or Assignee or held on behalf of Assignor or Assignee by others).

COMPARISON CERTIFICATE

I have compared the foregoing instrument with the original and
the same is a true and correct copy thereof in all respects.

A handwritten signature in black ink, consisting of a stylized 'B' followed by a horizontal line extending to the right.

FILED 11:14 PM
AUGUST
REGISTRATION BR
2023 NOV 28 PM 12:46
OKLAHOMA CITY
OKLAHOMA



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Aircraft Registry, PO Box 25504,
Oklahoma City, OK 73125-0504
(405) 954-3116
Toll Free: 1-866-762-9434
Web Address: <https://cares.faa.gov>

DOCUMENT ANNOTATIONS
DOCUMENT ID - ARE015487786

Annotation	Page
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UNITED STATES OF AMERICA – DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION – MIKE MONRONEY AERONAUTICAL CENTER

AIRCRAFT REGISTRATION APPLICATION

FILING COPY

Accepted LT Dec/26/2023

1) UNITED STATES REGISTRATION NUMBER N 502SX	5) TYPE OF REGISTRATION (Check one box.) ☐ 1. Individual ☐ 2. Partnership ☒ 3. Corporation ☐ 4. Co-Owner ☐ 5. Government ☐ 7. Limited Liability Company (LLC) ☐ 8. Non-Citizen Corporation ☐ 9. Non-Citizen Corporation Co-Owner												
2) AIRCRAFT MANUFACTURER Gulfstream Aerospace													
3) AIRCRAFT MODEL GV-SP (G550)													
4) AIRCRAFT SERIAL NUMBER 5024													
6) NAME(S) OF APPLICANT(S) [Person(s) shown on evidence of ownership. If individual, give last name, first name and middle initial.] TVPX Aircraft Solutions Inc., not in its individual capacity but solely as Owner Trustee under the Trust Agreement dated as of November 28, 2023													
7) TELEPHONE NUMBER: (801) 877-0537	8) EMAIL ADDRESS: faaregistry@tvpix.com												
9) MAILING ADDRESS (Permanent mailing address for first applicant on list) NUMBER AND STREET: 39 E. Eagle Ridge Dr. APT/SUITE NUMBER: 201 RURAL ROUTE: _____ P.O. BOX _____ CITY: North Salt Lake STATE: (or foreign Province, State, Country) UT ZIP: 84054													
10) PHYSICAL ADDRESS/LOCATION IF PO BOX, MAIL DROP OR RURAL ROUTE BOX USED FOR MAILING ADDRESS NUMBER AND STREET: _____ DESCRIPTION OF LOCATION: _____ CITY: _____ STATE: (or foreign Province, State, Country) _____ ZIP: _____													
11) ☐ CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS													
12) CERTIFICATION I/WE CERTIFY: (1) That the above aircraft is owned by the undersigned applicant who is: (MUST CHECK AND/OR COMPLETE a, b, c, or d) ☒ a. A citizen of the United States as defined by 49 USC 40102(a)(15); ☐ b. A resident alien with alien registration (Form 1-551) _____ ☐ c. A non-citizen corporation organized and doing business under the laws of _____ and said aircraft is based and primarily used in the United States. Records of flight hours are available for inspection at (provide complete physical address): _____ ☐ d. A corporation using a voting trust to qualify. Enter name of trustee _____ (2) If box c or d above is checked, I, the below signed, certify that I am authorized, by the applicant shown above, to sign corporate documents and to seek aircraft registration on behalf of the entity and that I will provide the same authorization if requested; (3) That the aircraft is not registered under the laws of any foreign country; and (4) That legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.													
ANY AND ALL SIGNATORIES OF THIS APPLICATION MUST READ THE FOLLOWING AND UNDERSTAND THAT, BY APPLYING A SIGNATURE TO THIS DOCUMENT, THEY ARE SUBJECT TO THE REFERENCED STATUTES AND ASSOCIATED PENALTIES. I/we hereby certify that the information provided in, and in any attachments to, this application for aircraft registration is true, accurate and correct to the best of my/our knowledge and belief. I/we understand that the FAA administrator will rely on the information I/we provide in determining my/our qualification for aircraft registration. I/we understand that whoever, in any matter within the jurisdiction of any department or agency of the United States, knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device any material fact(s), statement(s), representation(s) or entry(ies) may be fined up to \$500,000 or imprisoned for not more than five (5) years or both (18 U.S.C. §§ 1001 and 3571). I/we understand that to knowingly and willfully: a) falsify or conceal a material fact; or b) use a document knowing it contains a false, fictitious or fraudulent statement/entry; or c) provide any inaccurate, false statement/information can subject me to criminal prosecution (49 U.S.C. § 46306), and the registration of the subject aircraft may be delayed, denied and/or revoked.													
NOTE: If executed for co-ownership, all applicants must sign. Use next page and add page(s) if necessary.													
13)	<table border="1"><tr><td>NAME OF APPLICANT:</td><td colspan="3">TVPX Aircraft Solutions Inc., not in its individual capacity but solely as Owner Trustee under the Trust Agreement dated as of November 28, 2023</td></tr><tr><td>SIGNATURE (DIGITAL OR INK):</td><td></td><td>DATE:</td><td>11/28/2023</td></tr><tr><td>TYPED/PRINTED NAME OF SIGNER:</td><td>6F607B3E88BD4C5... Brett King</td><td>TITLE:</td><td>President</td></tr></table>	NAME OF APPLICANT:	TVPX Aircraft Solutions Inc., not in its individual capacity but solely as Owner Trustee under the Trust Agreement dated as of November 28, 2023			SIGNATURE (DIGITAL OR INK):		DATE:	11/28/2023	TYPED/PRINTED NAME OF SIGNER:	6F607B3E88BD4C5... Brett King	TITLE:	President
NAME OF APPLICANT:	TVPX Aircraft Solutions Inc., not in its individual capacity but solely as Owner Trustee under the Trust Agreement dated as of November 28, 2023												
SIGNATURE (DIGITAL OR INK):		DATE:	11/28/2023										
TYPED/PRINTED NAME OF SIGNER:	6F607B3E88BD4C5... Brett King	TITLE:	President										
Except when the most recent registration of the subject aircraft is expired or cancelled, 14 CFR 47.31(c) provides temporary authority for an airworthy U.S. aircraft to be operated within the United States without registration when a copy of the signed aircraft registration application is carried in the aircraft. This temporary authority is valid (i) until the applicant receives the Certificate of Aircraft Registration, (ii) until the date FAA denies the application, (iii) or as provided by paragraph (c)(2) of this section.													

FILED WITH FAA
AIRPORT
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OKLAHOMA CITY
OKLAHOMA

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

N502SX

AIRCRAFT MANUFACTURER & MODEL

Gulfstream Aerospace GV-SP (G550)

AIRCRAFT SERIAL No.

5024

DOES THIS 28 DAY OF November 2023

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.)

TVPX Aircraft Solutions Inc., not in its individual
capacity but solely as Owner Trustee under the
Trust Agreement dated as of November 28, 2023
39 Eagle Ridge Dr.
Suite 201
North Salt Lake, UT 84054

DEALER CERTIFICATE NUMBER

AND TO **THEIR SUCCESSORS** ~~EXECUTORS, ADMINISTRATORS,~~ AND ASSIGNS TO HAVE AND TO HOLD
SINGULARLY THE SAID AIRCRAFT FOREVER, AND WARRANTS THE TITLE THEREOF.

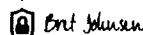
IN TESTIMONY WHEREOF I HAVE SET MY HAND AND SEAL THIS 28 DAY OF November 2023

SELLER

NAME(S) OF SELLER
(TYPED OR PRINTED)

Falcon Landing,
LLC

SIGNATURE(S)
(IN INK) (IF EXECUTED FOR
CO-OWNERSHIP, ALL MUST SIGN.)

DocuSigned by:

07D2BBA74900459...

Bret Johsen

TITLE
(TYPED OR PRINTED)

CFO & Secretary

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

233321310551

\$5.00 11/28/2023

ORIGINAL:

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

CERTIFIED COPY-TO BE RECORDED



COMPARISON CERTIFICATE
I have compared the foregoing instrument with the original and
the same is a true and correct copy thereof in all respects.

ASM

OKLAHOMA CITY
OKLAHOMA

2023 NOV 28 PM 12:45

REGISTRATION BR

AIRCRAFT
FILED WITH PLAN



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Aircraft Registry, PO Box 25504,
Oklahoma City, OK 73125-0504
(405) 954-3116
Toll Free: 1-866-762-9434
Web Address: <https://cares.faa.gov>

DOCUMENT ANNOTATIONS
DOCUMENT ID - ARE015388013

Annotation	Page
ORIG #8012 RET'D TO DFPH	

MEMORANDUM TO THE FILE

Kevin R. West

ID

06/10/2023

DATE

AIRCRAFT 502SX

REVISED CERTIFICATE ISSUED

THIS DATE. NEW CERTIFICATE ISSUED BASED ON 7 YEAR
RENEWAL RULE, EFFECTIVE JANUARY 23, 2023. EXPIRATION
UPDATED IN ACCORDANCE WITH THE NEW RULE

(date)

U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION CROSS-REFERENCE—RECORDATION		RECORDED CONVEYANCE FILED IN: NNUM: 502SX SERIAL NUM: 5024 MFR: GULFSTREAM AEROSPACE MODEL: GV-SP (G550) AIR CARRIER:	
This form is to be used in cases where a conveyance covers several aircraft and engines, propellers, or locations. File original of this form with the recorded conveyance and a copy in each aircraft folder involved.			
TYPE OF CONVEYANCE LOAN & SECURITY AGREEMENT (S/N 5024)		DATE EXECUTED APRIL 29, 2022	
FROM FALCON LANDING LLC		DOCUMENT NO. IR038670	
TO OR ASSIGNED TO BANC OF AMERICA LEASING & CAPITAL LLC		DATE RECORDED NOV 04, 2022	
THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:			
Total Aircraft: 1	Total Engines: 2	Total Props:	Total Spare Parts:
N502SX RRDEU BR700-710C4-11 15150 RRDEU BR700-710C4-11 15151			

REGAR-23R (08/09)

CERTIFIED COPY-TO BE RECORDED**LOAN AND AIRCRAFT SECURITY AGREEMENT (S/N 5024)**

THIS LOAN AND AIRCRAFT SECURITY AGREEMENT (S/N 5024) (together with all addenda, riders, schedules, exhibits and annexes hereto, this "**Agreement**") is dated as of April 29, 2022 (the "**Closing Date**"), by and between **FALCON LANDING, LLC ("Customer")**, and **BANC OF AMERICA LEASING & CAPITAL, LLC ("Lender")**.

In consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Capitalized and certain other terms used but not otherwise defined in this Agreement shall have the meanings ascribed to them in Annex A attached hereto and made a part hereof.

SECTION 1. TERMS OF LOAN.

1.1 Loan and Use of Proceeds. Subject to the terms and conditions of this Agreement, Lender agrees to make a loan to Customer in the principal amount set forth in Annex B attached hereto and made a part hereof (the "**Loan**"). Customer shall use the proceeds of the Loan to finance or refinance the costs of the acquisition of the Aircraft.

1.2 Repayment and Prepayment. The Customer's obligation to repay the Loan shall be evidenced by one or more promissory notes dated on and/or after the Closing Date, payable by Customer to the order of Lender in the original principal amount of the Loan (as amended, modified, restated, extended and renewed from time to time, the "**Note**"). The Loan shall bear interest and be repaid by Customer at the times and in the manner set forth in the Note. The Loan may be prepaid only in the manner and subject to terms and conditions set forth in the Note and, if applicable, Section 4.7 hereof.

SECTION 2. CONDITIONS OF BORROWING. Lender's obligation to make the Loan shall be both subject to and conditioned upon the satisfaction of all of the conditions precedent specified in the Closing Terms Addendum attached to and made a part of this Agreement.

SECTION 3. REPRESENTATIONS AND WARRANTIES. In order to induce Lender to enter into this Agreement and to make the Loan herein provided for, Customer represents, warrants and covenants to Lender that:

(a) (i) Customer (A) is duly qualified to do business (x) in its jurisdiction of organization and (y) in each other jurisdiction in which the conduct of its business or the ownership or operation of its assets requires such qualification, including the jurisdiction of the Primary Hangar Location and wherever any of the Collateral may become located except to the extent failure to be so qualified could not reasonably be expected to have a material adverse effect on the financial condition or operations of Customer; (B) has the necessary authority and power to own and operate the Aircraft and its other assets and to transact the business in which it is engaged; (C) is a "citizen of the United States" within the meaning of the Transportation Code; and (D) has the form of business organization set forth in Annex B hereto and is and will remain duly organized, validly existing and in good standing under the laws of the state of its organization set forth in Annex B hereto, its federal tax identification number is as set forth in Annex B hereto, and its state-issued organizational identification number (if any), chief executive office and principal place of business address are all as set forth on Annex B hereto; and (ii) its name as shown in the preamble of this Agreement is its exact legal name as shown on its charter, by-laws, articles of organization or operating agreement, as applicable, each as amended as of the Closing Date;

(b) (i) Customer's execution and delivery of, and performance of its obligations under and with respect to, each of the Loan Documents (including its borrowing the amounts constituting the Loan, granting the Lender's Lien against the Aircraft and other Collateral and participating in the other transactions contemplated herein and therein), (A) have been duly authorized by all necessary action on the part of Customer consistent with its form of organization, (B) do not contravene or constitute a default under any Applicable Law, any of Customer's Organizational Documents, or any agreement, indenture, or other instrument to which Customer is a party or by which it may be bound the contravention or default of which could not reasonably be expected to have a material adverse effect on the financial condition or operations of Customer, (C) do not require the approval of or notice to (1) any Governmental Authority, except for the filings and registrations specified in the



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Closing Terms Addendum, all of which shall have been duly effected prior to or concurrently with Lender making the Loan, or (2) any other party (including any trustees or holders of indebtedness), and (D) will not result in the creation or imposition of any Lien on any of the assets of Customer other than the Lender's Lien created hereby and by the other Loan Documents with respect to the Collateral; (ii) each of the Transaction Documents referenced in the Closing Terms Addendum has been duly executed and delivered by an authorized representative of each of the Transaction Parties, and constitutes the legal, valid and binding obligation of each of the other Transaction Parties thereto, enforceable against each of them in accordance with the respective terms of such Transaction Documents (including, without limitation, the grant of the Lender's Lien) subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law; and (iii) without limiting the foregoing, upon Lender's advancing the Loan on the Closing Date, (A) Customer will have satisfied or complied with all conditions precedent and requirements as set forth in the Loan Documents required to have been satisfied or complied with concurrently with or prior to such advance and (B) no Default or Event of Default shall be then existing;

(c) there are no proceedings pending or, so far as the officers, managers, or members of Customer know, threatened in writing against or affecting Customer or any of its property before any Governmental Authority that could impair Customer's title to the Aircraft or any of the other Collateral, or that, if decided adversely, could reasonably be expected to materially affect the financial condition or operations of Customer or its ability to perform its obligations under any of the Loan Documents;

(d) (i) Customer has, and shall continue to have, good and marketable title to the Collateral, free and clear of Liens, except Permitted Liens; (ii) the Lender's Lien in the Airframe, the Engines and the other Collateral is and shall remain validly created and perfected, and has and shall continue to have first priority over any other Liens pursuant to all Applicable Laws; and (iii) all filings, recordings, registrations or other actions necessary or desirable in order to vest such title in Customer, and establish, perfect and give first priority to Lender's Lien and other rights and interests in, against or with respect to the Collateral, have been duly effected, and all Impositions in connection therewith have been duly paid;

(e) without limiting any of the other representations and warranties in this Agreement, for the purposes of the Cape Town Convention and any other Applicable Law, (i) upon the conclusion of the sale of the Aircraft to Customer, and Customer's grants and assignments, and (if constituting a lease) any Permitted Third Party Agreement, contemplated in the Loan Documents or other Transaction Documents, Customer and (if a lessee) any Interested Third Party shall be situated in, and Customer will cause the Aircraft to be duly registered in, the United States of America (which is a contracting state), (ii) with respect to any of the Transaction Documents relating to the Airframe or Engine, each of the respective parties thereto has power to dispose of the Airframe and Engine, as contemplated therein by way of the relevant Transaction Document, and (iii) the Purchase Documents qualify as a "contract of sale," and (if constituting a lease) any Permitted Third Party Agreement, and the Loan Documents are effective to constitute international interests in the Airframe and Engine and security assignments of the related associated rights and transfer of the related international interests, as contemplated therein, and each such Registerable Interest will be effective against third parties upon registration at the International Registry, without any further filings or registrations (except as contemplated in the Loan Documents);

(f) (i) all financial statements of Guarantor, copies of which have been heretofore delivered to Lender, are complete and correct, have been prepared in accordance with GAAP and present fairly the financial position of Customer and Guarantor on a consolidated basis as at the date thereof and the results of its operations for the period ended on said date and there has been no material adverse change in the financial condition, business or operations of Customer since the date thereof; and (ii) Customer has filed all Federal, and material state and local income tax returns that are required to be filed and has paid all material taxes as shown on said returns and all assessments received by it to the extent that such taxes and assessments have become due, and Customer does not have any knowledge of any actual or proposed deficiency or additional assessment in connection therewith; and

(g) (i) the Aircraft (A) has been delivered to Customer, is in Customer's possession and is, as of the Closing Date, unconditionally, irrevocably and fully accepted by Customer, (B) has been inspected by Customer to its complete satisfaction and, without limiting the foregoing, (1) has been found to be in good working order, repair and condition and fully equipped to operate for its intended purpose, and (2) is in conformity with the

requirements of the Purchase Agreement and the Applicable Standards, (C) is currently certified under existing FAA rules and regulations and any other Applicable Laws and is airworthy in all respects, and (D) is and will remain primarily hangared at the Primary Hangar Location; and (ii) without limiting the foregoing, (A) solely as between Lender and Customer (and without prejudicing Customer's rights against the seller or any other third party, which rights are not being disclaimed hereby), Customer has no pending claims and has no knowledge of any facts upon which a future claim may be based, against any prior owner, the seller, manufacturer or supplier of the Aircraft or any of the other Collateral, for breach of warranty or otherwise, and (B) all of the information contained in Annex C, including the registration number of the Aircraft, and the serial numbers, manufacturer and model numbers of the Airframe, Engines, and APU, are true and accurate in all respects.

SECTION 4. COVENANTS. Customer covenants and agrees that from and after the Closing Date and so long as any of the Obligations (other than inchoate indemnification obligations) are outstanding:

4.1 Notices; Financial Information; and Further Assurances. Customer will, at its sole expense:

(a) promptly give written notice to Lender of (i) the occurrence of any Default or Event of Default; (ii) the occurrence of any Event of Loss or event of which Customer may be aware that could reasonably be expected to become an Event of Loss; (iii) the commencement or threat of any material litigation or proceedings affecting Customer or any material litigation or proceedings affecting the Aircraft or any of the other Collateral, or the ability of Customer to comply with its obligations under the Loan Documents; and (iv) any dispute between Customer or any Interested Third Party and any Governmental Authority or other party that involves the Aircraft or any of the other Collateral or that would reasonably be expected to materially interfere with the normal business operations of Customer;

(b) cause Guarantor to comply with the financial reporting requirements set forth in the Guaranty and promptly furnish to Lender any such financial and other information regarding the Customer or Guarantor or any of its affiliates as Lender may from time to time reasonably request; and

(c) promptly execute and deliver to Lender such further instruments, UCC and FAA filings (including an IDERA) and other documents, make, cause to be made and/or consent to all registrations (including any discharges and subordinations, or as to the prospective or actual sale of, and any international interest in, the Engines) with the International Registry, and take such further action, as Lender may from time to time reasonably request in order to further carry out the intent and purpose of the Loan Documents and to establish, protect and enforce the rights, interests, remedies and Liens (including the first priority thereof) created, or intended to be created, in favor of Lender thereby.

4.2 General Obligations. (a) Customer agrees that it shall (i) duly observe and conform to all requirements of Applicable Law relating to the conduct of its business and/or the Aircraft, (ii) remain a "citizen of the United States" within the meaning of the Transportation Code, (iii) obtain and keep in full force and effect (A) all rights, franchises, licenses and permits that are necessary to the proper conduct of its business, and (B) all approvals by any Governmental Authority required with respect to (x) the performance of its obligations under the Loan Documents, (y) the operation of the Aircraft and (z) its business, except to the extent failure to maintain such rights, franchises, licenses, permits or approvals with respect to this clause (z) could not reasonably be expected to have a material adverse effect on the financial condition or operations of Customer, (iv) cause the Aircraft to remain primarily hangared at the Primary Hangar Location, and duly registered in Customer's name under the Transportation Code (including, by making all necessary reports, re-registering its ownership of the Aircraft, and taking all other actions required by Applicable Law), and (v) pay and perform all of its material obligations and material liabilities when due. (b) Customer agrees that (i) it shall not change its presently existing legal name or its form or state of organization on or after the date of this Agreement, without providing Lender prior written notice, (ii) if its presently existing state organizational identification number changes, or if Customer currently has no such state organizational number but is subsequently issued such a number, on or at any time after the date of this Agreement, Customer shall promptly notify Lender thereof, and (iii) it shall not change the presently existing mailing, chief executive office and/or principal place of business address on or after the date of this Agreement without notifying Lender in writing within thirty (30) days' of such change.

4.3 Taxes. (a) Customer will file with all appropriate taxing authorities all Federal, and material state and local income tax returns that are required to be filed and all registrations, declarations, returns and

other documentation with respect to any personal property taxes (or any other taxes in the nature of or imposed in lieu of property taxes) due or to become due with respect to the Aircraft or any of the other Collateral. (b) Customer will (i) pay on or before the date when due all taxes as shown on said returns and all taxes assessed, billed or otherwise payable with respect to the Aircraft or the other Collateral directly to the appropriate taxing authorities; and (ii) pay when due all license and/or registration or filing fees, assessments, governmental charges and sales, use, property, excise, privilege, value added and other taxes (including any related interest or penalties) or other charges or fees now or hereafter imposed by any governmental body or agency upon Customer or the Aircraft or any of the other Collateral, with respect to the landing, airport use, manufacturing, ordering, shipment, purchase, ownership, delivery, installation, leasing, chartering, operation, possession, use or disposition of the Aircraft or any of the other Collateral, or any interest therein (the items referred to in (i) and (ii) above being referred to herein collectively, as "**Impositions**"), provided that Customer shall be permitted to contest Impositions provided it does so in good faith, with due diligence and by appropriate proceedings, so long as such proceedings do not involve, in Lender's sole judgment, any material danger of the sale, foreclosure, transfer, forfeiture, seizure, disposition, taking, loss, or other action against the Aircraft or any of the other Collateral, or title thereto, the rights of Lender hereunder or Lender's interest therein, and for the payment of which adequate reserves are being maintained in accordance with GAAP or other appropriate provisions satisfactory to Lender have been made.

4.4 No Disposition of Collateral or Liens; Title and Security Interest. (a) Customer shall not sell, assign, enter into any Third Party Agreement, convey, mortgage, exchange or otherwise transfer or relinquish possession of (including by any seizure or other taking by any foreign or domestic governmental authority) or dispose of the Airframe or Engines, any Part, any related associated rights, international interests or prospective international interests, any proceeds or any of the other Collateral, or attempt or offer to do, or suffer or permit any of the foregoing except as expressly permitted in this Section 4.4. The foregoing shall not be deemed to prohibit entering into maintenance agreements and the delivery of possession of the Airframe, the Engines, or any APU or Part to another Person for testing, service, repair, maintenance, overhaul, alteration or modification to the extent consistent with the provisions of the Loan Documents. Customer will warrant and defend its good and marketable title to the Airframe, the Engines and the other Collateral, and the validity, perfection and first priority of Lender's Lien in the Collateral, against all other Liens, claims and demands whatsoever, except Permitted Liens. Without limiting the foregoing, Customer will (i) not create, assume or suffer to exist any Liens on or with respect to the Airframe, the Engines, or any of the other Collateral, or Customer's interest therein (other than Permitted Liens); and (ii) promptly take such action as directed by Lender to duly discharge any such unpermitted Liens.

(b) Customer may enter and remain a party to the following Third Party Agreements so long as no Default or Event of Default is then existing and Customer and each Interested Third Party satisfies and complies with all of the requirements set forth in this Section 4.4 applicable thereto:

(i) time sharing agreements in compliance with Section 91.501(b)(6) of the FARs and other Applicable Standards;

(ii) a "dry lease" by Customer, as lessor, to an Affiliate of Customer, as lessee, for operation by such Affiliate under Part 91 and any other applicable provisions of the FARs, and all other Applicable Standards, provided Customer and such Affiliate have entered into an Operating Consent in favor of Lender with respect to such lease;

(iii) Third Party Agreements not covered under clauses (i)-(ii) above which are specified on Annex B if existing on the Closing Date, or if not then existing, entered into by the Customer with Lender's prior written consent.

Each Third Party Agreement permitted under this Section 4.4(b) shall (1) throughout the term of such agreement be and remain, subject and subordinate to Lender's Lien in and with respect to the Collateral, and Lender's rights and remedies under the Loan Documents (and such subordination shall be expressly acknowledged therein or in the applicable Operating Consent), (2) be in conformity with all requirements of the FARs and other Applicable Laws, and (3) conform to any Operating Consent required by Lender with respect thereto. If Lender's consent to any Third Party Agreement or Interested Third Party is required under this Agreement, Lender may either give, withhold or condition such consent in its sole discretion and if such consent is conditioned, such conditions may include, by way of example and not limitation, (1) Lender's receiving at least thirty (30) Business

Days' prior written notice of such proposed Third Party Agreement or Interested Third Party; (2) no later than the effective date of such consent Customer shall comply with, and at all times thereafter remain in compliance with, any related requirements by Lender, including Customer's (w) entering into, and causing any applicable Interested Third Parties to enter into, an Operating Consent, (x) causing Lender to be covered by the Required Coverage (which, for the purposes hereof, may include insurance coverage obtained and maintained by an Interested Third Party, conforming to the insurance requirements herein and in any of the other Loan Documents), (y) entering into or delivering, or causing to be entered into and delivered, all such other documents, filings and assurances, making or causing to be made such filings and registrations, and taking or causing to be taken all such other actions, in each case as may be required by Lender and (z) paying or reimbursing Lender for any related costs or expenses.

(c) No Third Party Agreement shall: (1) convey any Lien on, or other property interest in or against the Airframe, the Engines or any of the other Collateral, except for a Permitted Lien (but, without giving effect to clause (b) of the definition of such term), (2) permit any further disposition of or unpermitted Lien against the Aircraft or any of the other Collateral by any of the Interested Parties thereto or any other Person, or any change in registration or unpermitted change in hanging of the Aircraft, or (3) contain provisions that are inconsistent with the provisions of any of the Loan Documents or cause Customer to breach any of its representations, warranties or agreements under any of the Loan Documents. In addition, in no event shall any Interested Third Party under a Third Party Agreement, or any Person who owns a controlling interest in or otherwise controls such Interested Third Party, or any passenger on the Aircraft, be (x) listed on the Specially Designated Nationals and Blocked Person List maintained by the Office of Foreign Assets Control, Department of the Treasury at <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx> ("OFAC"), and/or any other similar lists maintained by OFAC pursuant to any authorizing statute, Executive Order or regulation or (y) a person designated under Section 1(b), (c) or (d) of Executive Order No. 13224 (September 23, 2001) at <http://www.treasury.gov/resource-center/sanctions/programs/documents/terror.pdf>, or any other similar lists maintained by any related enabling legislation or any similar Executive Orders. Lender shall have the right, but not the obligation, to (A) require reasonable evidence that any Interested Third Party satisfies the requirements provided in this Section 4.4, and (B) review any such Third Party Agreement, as from time to time supplemented and amended, to determine its conformity with the provisions hereof, but without assuming any responsibility with respect thereto.

(d) With respect to any Third Party Agreements complying with all of the provisions of this Section 4.4 (each a "**Permitted Third Party Agreement**"), although certain of the duties and obligations of Customer under the Loan Documents may be performed by one or more of the Interested Third Parties, (i) no such Permitted Third Party Agreement shall reduce any of Customer's obligations, or Lender's rights, under any of the Loan Documents, (ii) all of Customer's obligations under the Loan Documents shall be and remain primary and continue in full force and effect as the obligations of a principal and not of a guarantor or surety, and (iii) Lender is not waiving the right to require full and timely performance of any such obligations in strict accordance with the provisions hereof and of the other Loan Documents. By way of clarification and not limitation, with respect to any provisions of this Agreement or any of the other Loan Documents requiring Customer to take or refrain from taking an action relating to the Aircraft or any of the other Collateral, such provision may also be read to mean that Customer shall cause the same to be done in accordance therewith if at that time the Aircraft or such other Collateral is in the possession or control of an Interested Third Party pursuant to a Permitted Third Party Agreement. Except as required by FAR 91.23(c) or Applicable Law, Customer shall neither make, nor permit to be made, any filing or registration with respect to any Third Party Agreement, unless so directed by Lender pursuant to Section 5.2 or otherwise.

4.5 Use of Aircraft; Maintenance; Modifications; Security.

(a) Customer or the applicable Interested Third Party will operate the Aircraft under and in compliance with Part 91 and any other applicable provision of the FARs, and all other Applicable Standards. Neither Customer nor any Interested Third Party shall operate or permit the Aircraft to be operated for air taxi operations or otherwise under Part 135 of the FARs and Customer or the applicable Interested Third Party shall at all times have, and maintain, "operational control" of the Aircraft (as such term is then interpreted by the FAA or such other applicable Governmental Authority), and no other Person shall operate the Aircraft. The Aircraft at all times will be operated by duly qualified pilots having satisfied all requirements established and specified by the FAA, the TSA, any other applicable Governmental Authority and the Required Coverage.

(b) The Aircraft may be flown temporarily to any country in the world, provided that the Aircraft (i) shall at all times be based and predominantly used, operated and located in the continental United States; and (ii) shall not be flown, operated, used or located in, to or over any such country or area (temporarily or otherwise) (A) that is excluded from the Required Coverage (or specifically not covered by such insurance), (B) with which the United States does not maintain favorable diplomatic relations, (C) in any area of recognized or threatened hostilities, (D) to the extent that payment of any claim under the Required Coverage directly or indirectly arising or resulting from or connected with any such flight, operation, use or location would be prohibited under any trade or other economic sanction or embargo by the United States of America, or (E) in violation of any of the Loan Documents or any Applicable Standards. Customer, and any Interested Third Party operating the Aircraft, shall adopt, implement and comply with all security measures required by any Applicable Law, or by any Required Coverage, or that are necessary or appropriate for the proper protection of the Aircraft (whether on the ground or in flight) against theft, vandalism, hijacking, destruction, bombing, terrorism or similar acts.

(c) Customer agrees that, with respect to the Airframe, the Engines, each APU and each Part, Customer will at its own expense, (i) maintain, inspect, service, repair, overhaul and test the same in accordance with Applicable Standards; (ii) make any alterations or modifications that may at any time be required to comply with Applicable Standards, and to cause the Aircraft to remain airworthy; (iii) furnish all required parts, replacements, mechanisms, devices and servicing so that the condition and operating efficiency thereof will at all times be no less than its condition and operating efficiency as and when delivered to Customer, ordinary wear and tear from proper use alone excepted; (iv) promptly replace all Parts (A) which become worn out, lost, stolen, taken, destroyed, damaged beyond repair or permanently rendered or declared unfit for use for any reason whatsoever, or (B) if not previously replaced pursuant to clause (A), as and when required by any Applicable Standards, including any applicable life limits; (v) maintain (in English) all Records in accordance with Applicable Standards; and (vi) enroll and maintain the Engines in an Engine Maintenance Program. All maintenance procedures shall be performed by properly trained, licensed, and certified maintenance sources and personnel utilizing replacement parts approved by the FAA and the manufacturer of (as applicable) the Airframe, the Engines, or any APU or Part. Without limiting the foregoing, Customer shall comply with all mandatory service bulletins and airworthiness directives by causing compliance with such bulletins and/or directives to be completed through corrective modification in lieu of operating manual restrictions.

(d) Customer will not make or authorize any improvement, change, addition or alteration to the Aircraft that will impair the originally intended function or use of the Aircraft, diminish the value of the Aircraft as it existed immediately prior thereto, or violate any Applicable Standard. All repairs, parts, replacements, mechanisms and devices added by Customer or on its behalf shall immediately, without further act, become part of the Aircraft and subject to the Lender's Lien granted under this Agreement.

4.6 Insurance.

(a) Customer agrees to maintain at all times, at its sole cost and expense, with insurers of recognized reputation and responsibility satisfactory to Lender (but in no event having an A.M. Best or comparable agency rating of less than "A-"):

(i) (A) comprehensive aircraft liability insurance against bodily injury or property damage claims including, without limitation, contractual liability, premises liability, death and property damage liability, public and passenger legal liability coverage, and sudden accident pollution coverage, in an amount not less than \$200,000,000.00 for 20 or more seats, or \$100,000,000.00 for 10 or more seats, or \$50,000,000.00 for fewer than 10 seats for each single occurrence, and (B) personal injury liability in an amount not less than \$25,000,000.00; but, in no event shall the amounts of coverage required by sub-clauses (A) and (B) be less than the coverage amounts as may then be required by Applicable Law;

(ii) "all-risk" ground, taxiing, and flight hull insurance on an agreed-value basis, covering the Aircraft, provided that such insurance shall at all times be in an amount not less than the greater of (1) the full replacement value of the Aircraft (as reasonably determined by Lender), or (2) the unpaid principal amount of the Note (each such amount re-determined as of each anniversary of the date hereof for the next succeeding year throughout the term of this Agreement); and

(iii) war risk and allied perils (including confiscation, appropriation, expropriation, terrorism and hijacking insurance) in the amounts required in paragraphs (i) and (ii), as applicable.

(b) Any policies of insurance carried in accordance with this Section 4.6 and any policies taken out in substitution or replacement of any such policies shall (i) be endorsed to name Lender as an additional insured as its interests may appear (but without responsibility for premiums), (ii) provide, with respect to insurance carried in accordance with Section 4.6(a)(ii) or (a)(iii) above, that any amount payable thereunder shall be paid directly to Lender as sole loss payee and not to Lender and Customer jointly, (iii) provide for thirty (30) days' (seven (7) days' in the case of war, hijacking and allied perils) prior written notice by such insurer of cancellation or non-renewal, (iv) include a severability of interest clause providing that such policy shall operate in the same manner as if there were a separate policy covering each insured, (v) waive any right of set-off against Lender, and any rights of subrogation against Lender, (vi) provide that in respect of the interests of Lender in such policies, that the insurance shall not be invalidated by any action or inaction of Customer or any other Person operating or in possession of the Aircraft, regardless of any breach or violation of any warranties, declarations or conditions contained in such policies by or binding upon Customer or any other Person operating or in possession of the Aircraft, and (vii) be primary, not subject to any co-insurance clause and shall be without right of contribution from any other insurance.

(c) Customer shall not self-insure (by deductible, premium adjustment, or risk retention arrangement of any kind) with respect to any of the risks required to be insured pursuant to this Section 4.6. Customer agrees that it shall obtain and maintain such other insurance coverage, or cause adjustments to be made to the scope, amount or other aspects of the existing insurance coverage, promptly upon Lender's request, as and when Lender deems such additional insurance coverage or modifications to be appropriate in light of any changes in Applicable Law, prudent industry practices, the insurance market, Customer's anticipated use of the Aircraft or other pertinent circumstances. All of the coverage required herein shall be in full force and effect worldwide throughout any geographical areas to, in or over which the Aircraft is operated. All insurance proceeds payable under the requisite policies shall be payable in U.S. Dollars.

(d) Customer shall annually furnish to Lender evidence (having the form and substance consistent with Section 1(e) of the Closing Terms Addendum) of the renewal or replacement of such coverage, complying with the terms hereof.

4.7 Event of Loss; Loaner Engines.

(a) Upon the occurrence of any Event of Loss with respect to the Aircraft and/or the Airframe, Customer shall notify Lender of any such Event of Loss within five (5) days of the date thereof. Customer shall pay the then Outstanding Balance promptly upon its receipt of insurance proceeds relating to such Event of Loss, but in no event later than ninety (90) days after the occurrence of such Event of Loss (irrespective as to whether any or all of such proceeds have been received). Upon Lender's receipt in immediately available funds of all of the amounts required to be paid pursuant to the preceding sentence (whether by applying Customer's payment of such amounts, or any such insurance proceeds, or both) the Aircraft shall be released from the Lender's Lien, and Lender shall remit to Customer any such insurance proceeds so received by Lender, to the extent then remaining.

(b) Upon an Event of Loss with respect to an Engine or any APU (as applicable, a "Lost Item") under circumstances in which there has not occurred an Event of Loss with respect to the Airframe, Customer shall, within ninety (90) days after the occurrence of such Event of Loss, replace such Lost Item, with a Permitted Replacement. Any engine or auxiliary power unit constituting a "Permitted Replacement" for a Lost Item shall (i) be of the same make and model number as the Lost Item, (ii) be free and clear of all Liens and (iii) have a value, utility and useful life at least equal to, and be in as good an operating condition as, the Lost Item, assuming such Lost Item was in the condition and repair required by the terms hereof immediately prior to the occurrence of such Event of Loss. Customer, at its own cost and expense, shall (i) furnish Lender with such documents to evidence such conveyance, (ii) cause the Permitted Replacement to be subject to the Lender's Lien under this Agreement, and (iii) take such other actions as may be required by Lender to cause the Lender's Lien therein to be validly created, perfected and have first priority, including as evidenced on the Registry, the International Registry, and any other recording office. Each such Permitted Replacement shall, after such conveyance, be deemed an "Engine" or "APU" (as defined herein), as applicable, and shall be deemed part of the same Aircraft as was the Lost Item replaced thereby.

(c) In the event an Engine is damaged and is being repaired, or is being inspected or overhauled, Customer, at its option, may temporarily substitute another engine during the period of such repair or overhaul, so long as such engine is of the same make and model as the Engine being repaired or overhauled, is free and clear of any Lien that could reasonably be expected to impair Lender's rights or interests in the Airframe and is maintained in accordance herewith (any such substitute engine being hereinafter referred to as a "**Loaner Engine**"). Customer shall (i) cause such Loaner Engine to be installed and removed, as applicable, by a maintenance facility certified by the FAA and manufacturer with respect to the Aircraft, and (ii) cause the repaired or overhauled original Engine to be reinstalled on the Airframe promptly upon completion of the repair or overhaul, but in no event later than the earlier of ninety (90) days after removal or the occurrence of an Event of Default.

(d) So long as no Event of Default has occurred and is continuing, and no Event of Loss with respect to the Aircraft has occurred, any loss or damage proceeds of the Required Coverage received by Lender shall be released by Lender to Customer to reimburse Customer for paying the costs actually incurred with respect to repairs made to the Aircraft so as to restore it to the condition required by this Agreement, or for the purchase of a Permitted Replacement pursuant to Section 4.7(b), or shall be disbursed by Lender as otherwise required by this Agreement.

4.8 Aircraft Registration. On or before the Closing Date, and at all times thereafter, so long as any of the Obligations are outstanding, Customer shall remain solely responsible pursuant to the applicable provisions of this Agreement to cause (i) the Aircraft to be effectively and otherwise validly registered in Customer's name on the Registry, and (ii) the U.S. registration number then currently assigned to the Aircraft to remain authorized for use by Customer on the Aircraft, in each case, accordance with the Registration Requirements; and without limiting the foregoing, or any other provision of this Agreement, Customer shall:

(a) cause the Registration Certificate to be maintained within the Aircraft and cause the U.S. registration number then currently assigned to the Aircraft to remain authorized for use by Customer on the Aircraft; including by (A) notifying Lender immediately of any event or circumstance with respect to which the Registration Requirements require further action by Customer, the Registry or any other Governmental Authority or other Person, (B) immediately upon receipt, placing the original, replacement or renewal Registration Certificate on the Aircraft prior to the expiration or other invalidation of any previously issued Registration Certificate (whether the certificate or any other document constituting the Registration Certificate as defined herein) under the Registration Requirements, and (C) complying with any and all of the other Registration Requirements relating to such Registration Certificate, and to the Registration Certificate replaced thereby (including any of the same relating to the destruction or return thereof, as the case may be); and

(b) upon the occurrence, and at all times thereafter, of any Defective Registration (and without waiving Customer's responsibility to avoid such circumstance), or if the operation of the Aircraft is no longer authorized by the Registration Requirements, Customer shall (A) neither operate nor permit or suffer the operation of the Aircraft without a currently effective and otherwise valid Registration Certificate (and shall cause the pilots to be made aware of the Defective Registration), and otherwise comply with the FARs and other Applicable Laws relating to such Defective Registration, (B) ground and store the Aircraft in a manner reasonably acceptable to Lender, and (C) inform the insurer or insurers thereof, and obtain and maintain adjustments to the insurance coverage required pursuant to Section 4.6 of this Agreement which may be necessary or desirable to Lender so as to reflect any changes in the insurable risks relating to any Defective Registration.

SECTION 5. SECURITY INTEREST; POWER OF ATTORNEY; INSPECTION.

5.1 Grant of Security Interest. As collateral security for the prompt and complete payment and performance as and when due of all of the Obligations and in order to induce Lender to enter into this Agreement and make the Loan to Customer in accordance with the terms hereof, Customer hereby grants, pledges and assigns to Lender a first priority security interest, collateral assignment, international interest, prospective international interest, security assignment and prospective security assignment, in, against, under and with respect to (the "**Lender's Lien**") all of Customer's right, title and interest in, to and under all of the following collateral, whether now existing or hereafter acquired (collectively, the "**Collateral**"): (i) the Aircraft, including the Airframe, the Engines, each of the APU and Parts, and the Records; (ii) any and all present and future Third Party Agreements; (iii) any and all other associated rights secured by or associated with the Airframe

and/or the Engines, together with any related international interests and prospective international interests; (iv) any collateral described in the other Loan Documents (including in any Operating Consents); and (v) all proceeds of the foregoing. By way of clarification and not limitation, the foregoing grant of the Lender's Lien shall include, as applicable (and in each case, being validly registered and having first priority), an international interest in the Airframe and in each Engine. Notwithstanding the foregoing, (i) Customer shall not enter into any Third Party Agreements except as expressly permitted by Section 4.4 and (ii) Lender is not assuming, nor shall it be responsible for, any obligations, liabilities or duties of any kind whatsoever of Customer (and/or of any other Person) relating to the Collateral. Customer agrees that it shall perform and procure performance from each applicable Interested Third Party or other Person in accordance with any Third Party Agreement or other agreement or instrument giving rise to any associated rights that are or may become subjected to the Lender's Lien.

5.2 UCCs, Registrations, Etc.; Lender as Attorney-in-Fact. Customer hereby irrevocably:

(a) authorizes Lender to prepare and file any UCC financing statements, amendments, continuations, terminations, assignments and other filings, or take such other actions for the purpose of perfecting, affording first and exclusive priority to or otherwise relating to the Lender's Lien under this Agreement or the other Loan Documents;

(b) consents to, and authorizes its professional user entity to consent to, the registration of each Registerable Interest requested by Lender or its Assignee, or otherwise required by the provisions of this Agreement or any of the other Loan Documents, including any subordination, amendment, assignment, discharge or undertaking permitted by the Cape Town Convention with respect thereto; and

(c) constitutes and appoints Lender (including any Person acting on Lender's behalf), as its true and lawful attorney-in-fact with full power and authority in the place and stead of Customer and in the name of Customer or in its own name, for the purpose of carrying out the terms of this Agreement; which authority shall include the following undertakings that may be exercisable by Lender in its sole discretion at any time, and from time to time, if an Event of Default is then existing: (i) in Customer's name, file and/or record, such further instruments, filings and other documents, make, cause to be made and/or consent to all registrations with the International Registry, and take such further action, to establish and protect Lender's rights, interests and remedies created, or intended to be created, pursuant to the Loan Documents; (ii) endorse Customer's name on any checks, notes, drafts or any other payments or instruments, or set off, apply, or take such other actions with respect to any funds relating to the Collateral that come into Lender's possession or control; and (iii) to settle, adjust, receive payment and make claim or proof of loss, and take such other actions relating to the Required Coverage. This appointment is coupled with an interest, is irrevocable and shall terminate only upon indefeasible payment and performance in full of all of the Obligations. The powers conferred on Lender hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Lender shall be accountable only for amounts that it actually receives in good and indefeasible funds as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to Customer for any act or failure to act. Without limiting the foregoing, Customer agrees that within five (5) Business Days of Lender's request, Customer will enter into an irrevocable power-of-attorney authorizing Aviation Counsel or Lender's other designee as Customer's professional user entity and administrator for the purpose of discharging any Registerable Interests as and when directed to do so by Lender in connection with its exercise of its rights and remedies under the Loan Documents.

5.3 Inspection. Lender or its authorized representatives shall have the right, but not the duty, to inspect the Aircraft, any part thereof and/or the Records, at its own cost, at any reasonable time, and from time to time, wherever located, upon reasonable prior notice to Customer; except that after the occurrence and during the continuance of an Event of Default, such inspection may be conducted at any time without prior notice and at Customer's sole expense, and it shall pay Lender promptly upon demand any inspection costs incurred by Lender. Upon the request of Lender, Customer shall promptly confirm to Lender the location of the Aircraft or any of the other Collateral.

SECTION 6. EVENTS OF DEFAULT. The term "Event of Default", wherever used herein, shall mean:

(a) Customer shall fail to pay any Obligation within ten (10) days after the same shall become due and payable (whether at the stated maturity, by acceleration, upon demand or otherwise); or

(b) (i) any Customer Party shall default in the payment or performance of any indebtedness, liability or obligation to Lender or any Affiliate of Lender under any note, security agreement, lease, title retention or conditional sales agreement or any other instrument or agreement, and any applicable grace period with respect thereto has expired; or (ii) (x) failure of any Customer Party to pay when due any principal in respect of one or more items of Indebtedness (as defined in the Credit Agreement) in an individual principal amount (or Net Mark-to-Market Exposure (as defined in the Credit Agreement)) or with an aggregate principal amount (or Net Mark-to-Market Exposure) in either case of \$75,000,000 or more, in each case beyond any applicable notice, grace and/or cure period, if any, provided therefor; or (y) breach or default by any Customer Party with respect to any other material term of (A) one or more items of Indebtedness in the individual or aggregate principal amounts (or Net Mark-to-Market Exposure) referred to in clause (ii)(x) above or (B) any loan agreement, mortgage, indenture or other agreement relating to such item(s) of Indebtedness, in each beyond any applicable notice, grace and/or cure period, if any, provided therefor, if the effect of such breach or default is to cause, or to permit the holder of holders of that Indebtedness (or a trustee or agent of behalf of such holders or holders) to cause, that Indebtedness to become or be declared due and payable (or subject to a compulsory repurchase or redeemable) prior to its stated maturity or the stated maturity of any underlying obligation, as the case may be; or

(c) (i) any of the Required Coverage are not kept in full force and effect, or a breach or violation shall exist with respect to any provisions thereof; or the Aircraft is operated in a manner, at a time or in or over or located at a place with respect to which such Required Coverage shall not be in effect; (ii) Customer shall fail to cause the Airframe or the Engines to be used, operated, maintained or otherwise kept in a condition so as to be in compliance with all Applicable Laws; or (iii) any Customer Party shall fail to comply with (A) any financial covenants as and to the extent set forth or incorporated in any Guaranty or in any of the other Loan Documents, or (B) any provision of any of the Loan Documents restricting Liens and other dispositions relating to either the Collateral or any rights or obligations under any of the Transaction Documents (including Section 4.4 hereof), or (iv) the occurrence of any Defective Registration; or

(d) (i) any representation or warranty made by any Customer Party in any of the Loan Documents or in any related agreement, document or certificate shall prove to have been incorrect, misleading, or inaccurate in any material respect when made or given; or (ii) any Customer Party shall fail to perform or observe any other agreement (other than those specifically referred to in this Section 6) required to be performed or observed by it under this Agreement or in any of the other Loan Documents, and such failure shall continue uncured for thirty (30) days after the earlier of written notice thereof from Lender to such Customer Party or such Customer Party's actual knowledge thereof (but such notice and cure period will not be applicable unless such breach is curable by practical means within such notice period); or

(e) (i) any Customer Party shall (A) generally fail to pay its, or his or her debts as they become due, admit its, or his or her inability to pay its, or his or her debts or obligations generally as they fall due, or shall file a voluntary petition in bankruptcy or a voluntary petition or an answer seeking reorganization in a proceeding under any bankruptcy laws or other insolvency laws, or an answer admitting the material allegations of such a petition filed against such Customer Party in any such proceeding; or (B) by voluntary petition, answer or consent, seek relief under the provisions of any other bankruptcy or other insolvency or similar law providing for the reorganization or liquidation of corporations, or providing for an assignment for the benefit of creditors, or providing for an agreement, composition, extension or adjustment with its, or his or her creditors; or (ii) a petition against any Customer Party in a proceeding under applicable bankruptcy laws or other insolvency laws, as now or hereafter in effect, shall be filed and shall not be withdrawn or dismissed within sixty (60) days thereafter, or if, under the provisions of any law providing for reorganization or liquidation of business entities that may apply to any Customer Party, any court of competent jurisdiction shall assume jurisdiction, custody or control of such Customer Party or of any substantial part of its property and such jurisdiction, custody or control shall remain in force unrelinquished, unstayed or unterminated for a period of sixty (60) days after the filing date; or

(f) the occurrence of any of the following events with respect to any Customer Party: (A) it enters into any transaction of merger, consolidation or reorganization in which a Customer Party is not the surviving entity (provided that nothing herein shall impair the ability of Guarantor to spin off its Starlink line of business); (B) it ceases to do business as a going concern, liquidates, or dissolves, or sells, transfers or otherwise disposes of the Collateral; or (C) a Change of Control occurs; or

(g) (i) the conviction of or guilty plea by any Customer Party with respect to any criminal act constituting a felony, (ii) any repudiation by any Customer Party of its obligation for the payment or performance of the Obligations, (iii) any allegation or judicial determination that any of the Loan Documents is unenforceable in any material respect or (iv) a Default (as defined in any Guaranty) shall occur; or

(h) any event or condition constituting a breach or other default under any Operating Consent.

SECTION 7. REMEDIES.

7.1 Acceleration; Termination of Commitment. If any Event of Default shall occur, Lender, in its sole discretion, may (a) declare the Obligations to be immediately due and payable, and upon such declaration the Obligations (including, the unpaid principal amount of the Note, together with all accrued but unpaid interest thereon, any prepayment fees and all other amounts due and payable under or with respect to the Loan Documents), shall become immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived, anything contained herein or in the other Loan Documents to the contrary notwithstanding, (b) terminate any then outstanding commitment whether to Customer or any Affiliate to make the Loan or any advance thereof, or any other financial accommodations, whether related to the Loan or otherwise, and/or (c) pursue and enforce any of Lender's rights and remedies under this Section 7; provided, however, if an Event of Default specified in Section 6(e) above shall occur, the Obligations shall become immediately due and payable, all such commitments shall terminate, and Lender shall have all such other rights and remedies contemplated in the preceding clauses (a), (b) and (c), automatically, and without any notice or other action by Lender.

7.2 Additional Remedies. If an Event of Default occurs, in addition to all other rights and remedies granted to it in this Agreement and in the other Loan Documents, Lender may exercise all rights and remedies of a secured party under the UCC or as a creditor, chargee or security assignee under the Cape Town Convention (including any and all remedies thereunder requiring agreement by Customer), or otherwise available to Lender under any other Applicable Law. Without limiting the generality of the foregoing, Customer agrees that upon the occurrence of an Event of Default, Lender, without demand or notice of any kind (except as specified below) to or upon Customer or any other Person, in its sole discretion, may exercise any one or more of the following remedies:

(a) (i) enter the premises where the Aircraft, the Engines, or any other Collateral is located, take immediate possession of, remove (or disable in place), or otherwise take control or custody of the Airframe, the Engines or any other Collateral (whether or not then attached to the Airframe) by self-help, summary proceedings or otherwise without liability, (ii) preserve the Airframe, the Engines or the other Collateral, and their respective value (but without any obligation to do so), and immobilize or keep idle the Airframe or Engines, and/or (iii) use Customer's premises for storage without liability; and Customer agrees, at Lender's request, to assemble the Collateral, and make it available to Lender at such places as Lender shall reasonably select, whether at Customer's premises or elsewhere;

(b) (i) terminate the right of any Interested Third Party and any other third party to use, possess or control the Airframe, the Engines or any of the other Collateral, including under any Permitted Third Party Agreement or other Third Party Agreement, without regard as to the existence of any event of default thereunder, (ii) recover from, and/or cause Customer or any such Interested Third Party, and any other Person, to relinquish possession and return the Airframe, the Engines or any other Collateral pursuant to this Section 7, and/or (iii) exercise any and all other remedies under any Operating Consents in Customer's stead, to the extent provided for under, or otherwise available to Customer in connection with any related Permitted Third Party Agreement or such other Third Party Agreement;

(c) (i) manage, sell, lease, assign or otherwise dispose of the Airframe, the Engines or any other Collateral, in whole or in part, whether or not in Lender's possession, in one or more parcels or transactions, at public or private sale or sales, with or without notice to Customer (except as required by Applicable Law, and in furtherance thereof, Lender agrees that it shall give Customer no less than ten (10) working days' prior notice of any proposed sale or lease of the Airframe or Engines, which Customer acknowledges as constituting "reasonable prior notice" for the purposes of the Cape Town Convention) at such prices as Lender may deem best, and/or (ii) purchase the Collateral, in whole or in part, upon any public sale or

sales, and to the extent permitted by Applicable Law upon any private sale or sales, free of any right or equity of redemption in Customer, which right or equity of redemption is hereby expressly released;

(d) (i) collect, receive, appropriate and realize upon the Collateral, or any part thereof, including by applying any deposit or other cash collateral, or collecting or receiving, appropriating and realizing upon any income, profits or other proceeds arising from the management or use of the Airframe, the Engines or any of the other Collateral, and applying the same (after deducting all taxes, costs, expenses and other reductions of every kind incurred in connection therewith) to the payment in whole or in part of the Obligations, in such order and manner as Lender may elect; and (ii) after making such application, (A) remitting to Customer or to such other Person any excess then remaining, as and to the extent Lender is required by Applicable Law to make such remittance and (B) demanding, collecting and receiving from Customer any deficiency then remaining (and Customer agrees that it shall remain liable for, and pay upon demand, the full amount of any such deficiency);

(e) (i) demand and obtain from any court speedy relief pending final determination available at law (including, possession, control, custody or immobilization of the Airframe and Engines, or preservation of the Airframe and the Engines and their respective value), (ii) procure the deregistration and/or export and physical transfer of the Airframe from the territory in which it is then situated (including pursuant to an IDERA, if any, executed by Customer), and/or (iii) otherwise proceed at law or in equity, to enforce specifically Customer's performance or to recover damages; and/or

(f) exercise any and all other rights and remedies under or with respect to the Loan Documents or Applicable Law, including the Cape Town Convention and the UCC.

7.3 No Waiver: Cumulative Remedies. No right or remedy is exclusive. Customer hereby acknowledges that none of the provisions of this Section 7, including any remedies set forth or referenced herein, is "manifestly unreasonable" for the purposes of the Cape Town Convention. Each may be used successively and cumulatively and in addition to any other right or remedy referred to above or otherwise available to Lender at law or in equity, but in no event shall Lender be entitled to recover any amount in excess of the maximum amount recoverable under Applicable Law with respect to any Event of Default. No express or implied waiver by Lender of any Default or Event of Default hereunder shall in any way be, or be construed to be, a waiver of any future or subsequent Default or Event of Default. The failure or delay of Lender in exercising any rights granted it hereunder upon the occurrence of any of the contingencies set forth herein shall not constitute a waiver of any such right upon the continuation or reoccurrence of any such contingencies or similar contingencies, and any single or partial exercise of any particular right by Lender shall not exhaust the same or constitute a waiver of any other right provided for or otherwise referred to herein. After the occurrence of any Default or Event of Default, the acceptance by Lender of any payment or performance of any of the Obligations, including the payment of any installment of principal and/or interest or of any other sum owing hereunder or under the other Loan Documents shall not constitute a waiver of such Default or Event of Default, regardless of Lender's knowledge or lack of knowledge thereof at the time of acceptance of any such payment or performance and shall not constitute a reinstatement of any of the Loan Documents, unless Lender shall have agreed in writing to reinstate the same and waive the Default or Event of Default. To the extent permitted by Applicable Law, Customer waives any rights now or hereafter conferred thereby, that (a) limit or modify any of Lender's rights or remedies under this Agreement or any of the other Loan Documents, including the provisions of Article 13(2) of the Convention, or (b) would otherwise entitle Customer to (i) receive notices or demands as a condition to Lender's exercise of any rights or remedies, except as expressly required above or (ii) make claims, damages and demands against Lender arising out of the repossession, retention, sale or other disposition of the Collateral.

SECTION 8. MISCELLANEOUS.

8.1 Notices. All communications and notices provided for herein shall be in writing and shall be deemed to have been duly given or made (i) upon hand delivery, or (ii) upon delivery by an overnight delivery service, or (iii) two (2) Business Days after being deposited in the U.S. mail, return receipt requested, first class postage prepaid, and addressed to Lender or Customer at their respective addresses set forth under their signatures hereto or such other address as either party may hereafter designate by written notice to the other, or (iv) when sent by telecopy (with customary confirmation of receipt of such telecopy) on the Business Day when sent or upon the next Business Day if sent on other than a Business Day.

8.2 Expenses and Fees; Indemnity; Performance of Customer's Obligations.

(a) Customer shall pay to Lender upon demand all actual and documented fees, costs and expenses incurred by or on behalf of Lender at any time in connection with (i) the negotiation, preparation, execution, delivery and enforcement of the Loan Documents and the collection of the Obligations (both before and after the occurrence of a Default or Event of Default), (ii) the creation, preservation and protection of the Collateral and the perfection, first priority and enforcement of Lender's Lien, or (iii) Customer's exercise of any right granted under, or any amendment or other modification to any of, the Loan Documents. Such fees, costs and expenses shall include, without limitation, appraisal and inspection fees, the fees and expenses of Aviation Counsel and of Lender's counsel, consultants and brokers, UCC, FAA, International Registry and other applicable title, interest and lien searches, and costs and expenses relating to recovery, repossession, storage, insurance, transportation, repair, refurbishment, advertising, sale and other dispositions of the Aircraft or any of the other Collateral. Customer shall also pay all actual and documented fees (including license, filing and registration fees), Impositions and other charges of whatever kind or nature that may be payable or determined to be payable in connection with (A) the execution, delivery, recording or performance of this Agreement or any of the other Loan Documents, or any modification thereof, and (B) the filings, registrations and other undertakings relating thereto.

(b) Customer hereby further agrees, whether or not the transactions contemplated by this Agreement shall be consummated, to pay, indemnify, and hold Lender and its affiliates and all of the Lender's and such affiliates' respective directors, shareholders, members, officers, employees, agents, predecessors, attorneys-in-fact, lawyers, successors and assigns (Lender, its affiliates and all of such other parties and entities sometimes hereinafter collectively, the "**Indemnified Parties**") harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, and actual and documented out of pocket costs, attorney's fees, expenses or disbursements of any kind or nature whatsoever ("**Claims**") arising with respect to or in connection with (i) the Airframe, the Engines, or any APU's or Parts, or any of the other Collateral, including (whether by or through Customer, the seller, any Interested Third Party, or any other Person), the manufacture, inspection, ownership, lease, sublease, management, pooling, interchange, time sharing, chartering, possession, use, operation, maintenance, security, condition (whether prior to, upon or after delivery or acceptance of any of the same), repossession, storage, sale or other disposition of any of the same, or any accident in connection therewith, including Claims involving or alleging environmental damage, criminal acts, hijacking, acts of terrorism or similar acts, product liability or strict or absolute liability in tort, latent and other defects (whether or not discoverable) and for any other risk or matter, including any of the same that result in injuries, death, destruction, or other harm or loss to persons or property, or (ii) any of the Loan Documents, Third Party Agreements or other Transaction Documents, or the performance, breach (including any Default or Event of Default) or enforcement of any of the terms hereof or thereof, provided, that Customer shall have no obligation to indemnify an Indemnified Party with respect to Claims directly arising from the gross negligence or willful misconduct of such Indemnified Party (unless if imputed by Applicable Law). If any Claim is made against any Indemnified Party, the party receiving notice or otherwise becoming aware of such Claim shall promptly notify the other, but the failure of the party having knowledge of a Claim to so notify the other party shall not relieve Customer of any obligation hereunder.

(c) If any Customer Party fails to perform or comply with any of its agreements contained herein or in the other Loan Documents, including, without limitation, its obligations to keep the Collateral free of Liens (other than the Permitted Liens), comply with Applicable Standards, or obtain the Required Coverage, Lender shall have the right, but shall not be obligated, to effect such performance or compliance, with such agreement. Any expenses of Lender incurred in connection with effecting such performance or compliance, together with interest thereon at the default rate of interest provided for in the Note from the date incurred until reimbursed, shall be payable by Customer to Lender promptly on demand and until such payment shall constitute part of the Obligations secured hereby. Any such action shall not be a cure or waiver of any Default or Event of Default hereunder.

8.3 Entire Agreement; Modifications. This Agreement and the other Loan Documents constitute the entire understanding and agreement of the parties hereto with respect to the matters contained herein and therein, and shall completely and fully supersede all other prior agreements (including any proposal letter, commitment letter, and/or term sheet), both written and oral, between Lender and Customer relating to the Obligations. Neither this Agreement, nor any terms hereof, may be changed, waived, discharged or terminated

orally, but only by an instrument in writing signed by the party against which enforcement of a change, waiver, discharge or termination is sought.

8.4 Construction of this Agreement and Related Matters. All representations and warranties made in this Agreement and in the other Loan Documents shall survive the execution and delivery of this Agreement and the making of the Loan hereunder. Customer's obligations contained in this Section 8 shall survive the payment and performance of the Obligations, the termination of this Agreement, and the release of the Collateral. This Agreement may be executed by the parties hereto on any number of separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. The headings of the Sections hereof are for convenience only, are not part of this Agreement and shall not be deemed to affect the meaning or construction of any of the provisions hereof. Time is of the essence in the payment and performance of all of Customer's obligations under this Agreement. Any provision of this Agreement that may be determined to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective in such jurisdiction to the extent thereof without invalidating the remaining provisions of this Agreement, which shall remain in full force and effect.

8.5 Lender's Assignment. Lender, may at any time, with notice to and prior written consent of Customer, such consent not to be unreasonably withheld (unless an Event of Default has occurred and is continuing, in which case no such consent shall be required), freely grant a security interest in, sell, assign, participate or otherwise transfer (an "**Assignment**") all or any part of its interest in this Agreement and the other Loan Documents (including all associated rights associated with or secured thereby and the related international interests) or any amount due or to become due hereunder or thereunder, and Customer shall perform all of its obligations under the Loan Documents, to the extent so transferred, for the benefit of the beneficiary of such Assignment (such beneficiary, including any successors and assigns, an "**Assignee**"). Customer hereby waives any right to assert, and agrees not to assert, against any Assignee any abatement, reduction, defense, setoff, recoupment, claim or counterclaim that Customer may have against Lender. Upon the assumption by such Assignee of Lender's obligations hereunder, Lender shall be relieved of any such assumed obligations. If so directed in writing, Customer shall pay all amounts due or to become due under the Loan Documents, including any of the same constituting associated rights or proceeds directly to the Assignee or any other party designated in writing by Lender or such Assignee. Customer acknowledges and agrees that Lender's right to enter into an Assignment is essential to Lender and, accordingly, waives any restrictions under Applicable Law with respect to an Assignment and any related remedies. Upon the request of Lender or any Assignee, Customer also agrees (a) to promptly execute and deliver, and cause to be executed and delivered by any Guarantor or any other Transaction Party, to Lender or to such Assignee an acknowledgment of assignment in form and substance satisfactory to the requesting party, an insurance certificate naming Assignee as additional insured and loss payee and otherwise evidencing the Required Coverage, an IDERA in favor of Assignee, and such other documents and assurances reasonably requested by Lender or Assignee, (b) to make, or cause to be made, all registrations (including all assignments and subordinations) and all amendments, extensions and discharges with the International Registry reasonably requested by Lender or Assignee (and give or obtain any necessary consent thereto, as well as renew any authorization required by the International Registry in connection therewith, including renewing its transacting user entity status and re-designating a professional user entity, if necessary in Lender's judgment), and (c) to comply with any and all other reasonable requirements of any such Assignee in connection with any such Assignment.

8.6 Jurisdiction. Customer hereby irrevocably consents and agrees that any legal action, suit or proceeding arising out of or in any way in connection with this Agreement or any of the other Loan Documents may be instituted or brought in the courts of the State of New York or in the United States Courts for the Southern District of New York, as Lender may elect or in any other state or Federal court as Lender shall deem appropriate, and by execution and delivery of this Agreement, Customer hereby irrevocably accepts and submits to, for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of any such court, and to all proceedings in such courts. Customer irrevocably consents to service of any summons and/or legal process by first class, certified United States air mail, postage prepaid, to Customer at the address set forth below its signature hereto, such method of service to constitute, in every respect, sufficient and effective service of process in any such legal action or proceeding. Nothing in this Agreement or in any of the other Loan Documents shall affect the right to service of process in any other manner permitted by law or limit the right of Lender to bring actions, suits or proceedings in the courts of any other jurisdiction. Customer further agrees that final judgment against it in any such legal action, suit or proceeding shall be conclusive and

may be enforced in any other jurisdiction, within or outside the United States of America, by suit on the judgment, a certified or exemplified copy of which shall be conclusive evidence of the fact and the amount of the liability. Notwithstanding anything in the foregoing to the contrary, Lender and Customer may bring a judicial proceeding in the Republic of Ireland, solely with respect to matters relating to the International Registry.

8.7 Governing Law; Binding Effect. This Agreement shall be construed and enforced in accordance with, and the rights of both parties shall be governed by, the internal laws of the State of New York (without regard to the conflict of laws principles of such state, except as to the effect of Title 14, Section 5-1401 of the New York General Obligations Law), including all matters of construction, validity, and performance. This Agreement shall be binding upon and inure to the benefit of Customer and Lender and their respective successors and assigns (but without limiting the provisions of Section 8.5); except that Customer may not assign or transfer its rights or obligations hereunder or under any other Loan Agreement, or any interest herein or therein; and any such purported or attempted assignment or transfer by Customer shall be null and void.

8.8 Jury Waiver. EACH PARTY HERETO HEREBY KNOWINGLY AND FREELY WAIVES ITS RIGHTS TO A JURY TRIAL IN ANY ACTION, SUIT OR PROCEEDING RELATING TO, ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE NOTE OR ANY OF THE OTHER LOAN DOCUMENTS.

[Signatures On Next Page]

IN WITNESS WHEREOF, the parties hereto have caused this Loan and Aircraft Security Agreement to be duly executed and delivered by their proper and duly authorized officers as of the date first above written.

BANC OF AMERICA LEASING & CAPITAL,
LLC, Lender

By: 
Name:
Title: **Ann Marie Cardi**
Vice President

Notice Address:

One Financial Plaza
Providence, Rhode Island 02903
Attention: Director of Aircraft Operations
Telephone: 800-238-3737
Facsimile: 401-278-7941

FALCON LANDING, LLC, Customer

By: _____
Name: Bret Johnsen
Title: Chief Financial Officer & Secretary

Notice Address:

1 Rocket Road
Hawthorne, CA 90250
Attn: *Treasury Department*
Telephone: *310-363-6000*
Facsimile: *N/A*

IN WITNESS WHEREOF, the parties hereto have caused this Loan and Aircraft Security Agreement to be duly executed and delivered by their proper and duly authorized officers as of the date first above written.

BANC OF AMERICA LEASING & CAPITAL,
LLC, Lender

FALCON LANDING, LLC, Customer

By: _____
Name:
Title:

By: _____
Name: Bret Johnsen
Title: Chief Financial Officer & Secretary

Notice Address:

One Financial Plaza
Providence, Rhode Island 02903
Attention: Director of Aircraft Operations
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Facsimile: 401-278-7941

Notice Address:

1 Rocket Road
Hawthorne, CA 90250
Attn: Treasury Department
Telephone: 310-363-6000
Facsimile: N/A

ANNEX A

DEFINITIONS

The following terms shall have the following meanings for all purposes of this Agreement:

A. Rules of Interpretation. (1) The following terms shall be construed as follows: (a) "**herein**," "**hereof**," "**hereunder**," etc.: means in, of, under, etc. this Agreement as a whole (and not merely in, of, under, etc. the section or provision where the reference occurs); (b) "**including**": means including without limitation unless such term is followed by the words "**and limited to**," or similar words; and (c) "**or**": means at least one, but not necessarily only one, of the alternatives enumerated. (2) Any defined term used in the singular preceded by "**any**" indicates any number of the members of the relevant class. (3) Except as otherwise indicated, all the agreements and instruments defined herein or in the Agreement shall mean such agreements and instruments as the same may from time to time be supplemented or amended, or as the terms thereof may be expressly waived or modified to the extent permitted by, and in accordance with, the terms thereof. (4) The terms defined herein and in the Agreement shall, for purposes of the Agreement, have the meanings assigned to them and shall include the plural as well as the singular as the context requires.

B. CTC Terms. Certain of the terms used in the Agreement ("**CTC Terms**") have the meaning set forth in and/or intended by the "**Cape Town Convention**", which term means, collectively, (i) the official English language text of the Convention on International Interests in Mobile Equipment, adopted on 16 November 2001 at a diplomatic conference held in Cape Town, South Africa, as the same may be amended or modified from time to time (the "**Convention**"), (ii) the official English language text of the Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment, adopted on 16 November 2001 at a diplomatic conference held in Cape Town, South Africa, as the same may be amended or modified from time to time (the "**Protocol**"), and (iii) the related procedures and regulations for the International Registry of Mobile Assets located in Dublin, Ireland and established pursuant to the Cape Town Convention, along with any successor registry (the "**International Registry**"), issued by the applicable supervisory authority pursuant to the Convention and the Aircraft Protocol, as the same may be amended or modified from time to time. By way of example, but not limitation, these CTC Terms include, "administrator", "associated rights", "contract of sale", "sale", "prospective sale", "proceeds", "international interests", "prospective international interest", "security assignment", "transfer", "working days", "consent", "final consent", "priority search certificate", "professional user entity", "transacting user entity" and "contract"; except "proceeds" shall also have the meaning set forth below.

C. Other Defined Terms.

Affiliate shall mean, with respect to either Lender or Customer, as applicable, any affiliated Person controlling, controlled by or under common control with such party, and for this purpose, 'control' means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of any such Person, whether through the legal or beneficial ownership of voting securities, by contract or otherwise.

Agreement shall have the meaning set forth in the introductory paragraph hereof.

Aircraft shall mean (i) the Airframe, (ii) the Engines, (iii) the APU and (iv) the Records, and all accessories, additions, accessions, alterations, modifications, Parts, repairs and attachments now or hereafter affixed thereto or used in connection therewith, and all Permitted Replacements and all other replacements, substitutions and exchanges (including trade-ins) for any of the foregoing.

Airframe shall mean (i) the airframe described in Annex C hereto, and shall not include the Engines, APU, and (ii) any and all related Parts.

Airworthiness Certificate shall mean the FAA Standard Airworthiness Certificate (FAA form 8100-2) for the Aircraft.

Applicable Law shall mean all applicable laws, statutes, treaties, conventions, judgments, decrees, injunctions, writs and orders of any Governmental Authority and rules, regulations, orders, directives, licenses and permits of any Governmental Authority as amended and revised, and any judicial or administrative interpretation of any of the same, including the airworthiness certificate issued with respect to the Aircraft, the Cape Town Convention, the UCC, the Transportation Code, all TSA regulations, all FARs, airworthiness directives, US and UN Security Council directives and Foreign Asset Control Regulations of the United States, and/or any of the same relating to the Collateral generally or to noise, the environment, security, public safety, insurance, taxes and other Impositions, exports or imports, anti-money laundering, anti-terrorism, economic sanctions or contraband.

Applicable Standards shall mean (i) Applicable Law, (ii) the requirements of the Required Coverage, and (iii), with respect to the Airframe or the Engines, APU or Part, all compliance requirements set forth in or under (A) all maintenance manuals initially furnished with respect thereto, including any subsequent amendments or supplements to such manuals issued by the manufacturer or supplier thereof from time to time, (B) all mandatory service bulletins issued, supplied, or available by or through the applicable manufacturer with respect thereto, (C) all applicable airworthiness directives issued by the FAA or similar regulatory agency having jurisdictional authority, (D) all conditions to the enforcement of any warranties pertaining thereto, (E) Customer's FAA approved maintenance program with respect to the Airframe, the Engines, APUs or Part, or (F) the Engine Maintenance Program.

APU shall mean (i) the auxiliary power unit described and listed by manufacturer's serial number in Annex C, whether or not hereafter installed on the Aircraft or any other airframe from time to time; (ii) any auxiliary power unit constituting a Permitted Replacement; and (iii) any and all related Parts.

Assignee and **Assignment** shall each have the meanings respectively set forth in Section 8.5 hereof.

Aviation Counsel shall mean such counsel as Lender may designate from time to time.

Aviation Documents shall have the meaning set forth in Section 2 of the Closing Terms Addendum.

Business Day shall mean any day other than a Saturday, Sunday or other day on which banks located in Providence, Rhode Island are closed or are authorized to close.

"Change of Control" means a "Change of Control" as defined in the Credit Agreement as in effect on the date hereof.

charter or **chartering** means the provision of on-demand commercial air transportation in accordance with Part 135 of the FARs.

Claim shall have the meaning set forth in Section 8.2(b) hereof.

Closing Date shall have the meaning set forth in the preamble of this Agreement.

Closing Deliverables shall have the meaning set forth in Section 1 of the Closing Terms Addendum.

Collateral shall have the meaning set forth in Section 5.1 hereof.

Credit Agreement means that certain Amended and Restated Credit and Guaranty Agreement dated as of December 18, 2019, among Guarantor (as borrower), certain subsidiaries of Guarantor, as

guarantors, the various financial institutions and other Persons parties thereto, referenced therein as "Lenders" (as lenders), Bank of America, N.A. (as administrative agent and collateral agent for the lenders), Goldman Sachs Lending Partners LLC, Morgan Stanley Senior Funding, Inc., and Citibank, N.A. (as the syndication agents), Bank of America, N.A., Goldman Sachs Lending Partners LLC, Morgan Stanley Senior Funding, Inc., Citibank, N.A., and HSBC Bank USA, National Association (as the joint lead arrangers and the joint book runners), and HSBC Bank USA, National Association (as documentation agents), as amended by the Limited Waiver and Amendment No. 1 to Amended and Restated Credit and Guaranty Agreement dated as of October 8, 2021 among Guarantor, the lenders, the administrative agent, and the other parties referenced therein, as the same may be further amended, restated, supplemented or otherwise modified from time to time; except as otherwise expressly provided in Sections 4(f) of the Guaranty and 4A of the Guaranty.

Credit Agreement Termination Event shall mean the occurrence of either (i) the cancellation or termination of the Credit Agreement due to voluntary prepayment, payment at maturity, default or otherwise, or (ii) Bank of America, N.A. ceasing for any reason to be a lender under the Credit Agreement.

Customer Party shall mean Customer and any Guarantor or other Person guaranteeing, securing, or otherwise agreeing to pay, perform or be responsible for any of the Obligations, together with each of their respective successors, permitted assigns, heirs and estates.

Default shall mean an event or circumstance that, after the giving of notice or lapse of time, or both, would become an Event of Default.

Defective Registration means any failure to cause the Aircraft to be effectively registered with the Registry in the name of Customer in accordance with the Registration Requirements for any reason whatsoever, including should such registration be revoked, canceled or expired or otherwise deemed to have ended or been invalidated pursuant to the Registration Requirements.

Engine shall mean (i) each of the engines described in Annex C hereto, whether or not hereafter installed on the Airframe or any other airframe from time to time; (ii) any engine constituting a Permitted Replacement; and (iii) any and all related Parts.

Engine Maintenance Program shall mean a maintenance contract from a provider acceptable to Lender in its reasonable discretion, which (i) provides for the maintenance of the Engines; (ii) is not on a pro-rata basis, (iii) provides for full life limited parts and components coverage, (iv) allows for follow on contract coverage in favor of Lender, (iv) acknowledges the rights and interests of Lender (or its designee) under such maintenance contract and (v) otherwise is in form and substance reasonably satisfactory to Lender.

Escrow Holder shall have the meaning set forth in Section 2 of the Closing Terms Addendum.

Event of Default shall have the meaning set forth in Section 6 hereof.

Event of Loss with respect to the Aircraft, the Airframe, an Engine, or the APU shall mean any of the following events: (i) loss of such property or the use thereof due to theft, disappearance, destruction, damage beyond repair or rendition of such property permanently unfit for normal use for any reason whatsoever; (ii) any damage to such property that results in an insurance settlement with respect to such property on the basis of a total loss or constructive total loss; (iii) the condemnation, confiscation or seizure of, or requisition of title to or use of, such property by the act of any foreign or domestic Governmental Authority ("**Requisition of Use**"); (iv) as a result of any rule, regulation, order or other action by any foreign or domestic Governmental Authority (including, without limitation, the FAA or any similar foreign Governmental Authority) having jurisdiction, (A) the use of such property shall have been prohibited, or such property shall have been declared unfit for use, for a period of thirty (30) days, (B) Customer shall be required to divest itself of its rights, title or interest in such property, or (C) the then actual hour or cycle limits with respect to such property shall equal or exceed any mandatory hour and

cycle limits with respect to such property, beyond which it cannot be operated; (v) with respect to an Engine or the APU, the removal thereof from the Airframe for a period of six (6) consecutive months or longer, whether or not such Engine or APU is operational; or (vi) an Engine or APU is returned to the manufacturer thereof, other than for modification in the event of patent infringement or for repair or replacement (any such return being herein referred to as a "**Return to Manufacturer**"). The date of such Event of Loss shall be the date of such theft, disappearance, destruction, damage, Requisition of Use, prohibition, unfitness for use for the stated period, removal for the stated period or Return to Manufacturer.

FAA shall mean the United States Federal Aviation Administration and/or the Administrator of the Federal Aviation Administration and the Department of Transportation, or any Person or Governmental Authority succeeding the functions of any of the foregoing, including, where applicable, the TSA.

FAA Bill of Sale shall have the meaning set forth in Section 1(b)(i) of the Closing Terms Addendum.

FARs shall mean the Federal Aviation Regulations and any Special Federal Aviation Regulations (Title 14 C.F.R. Part 1 et seq.), together with all successor regulations thereto.

GAAP shall mean generally accepted accounting principles consistently applied.

Governmental Authority shall mean any court, governmental or administrative body, instrumentality, department, bureau, commission, agency or authority.

Guarantor shall mean any guarantor or guarantors, as applicable, identified in Annex B and including any successor or permitted assign, heir or estate.

Guaranty shall mean any guaranty by a Guarantor in favor of Lender, together with all financial covenant amendments, and all other amendments, supplements and attachments thereto.

IDERA shall mean the Irrevocable De-Registration and Export Request Authorization, prepared by Lender or an Assignee pursuant to the Protocol, and executed by Customer.

Impositions shall have the meaning set forth in Section 4.3 hereof.

Indemnified Parties shall have the meaning set forth in Section 8.2(b) hereof.

Interested Third Party shall mean any manager, operator, lessee, time share party, service provider or other third party permitted under the Loan Documents to have those certain rights and interests, and having such related responsibilities, all of which may be more particularly described in the Operating Consents.

Lender's Lien shall have the meaning set forth in Section 5.1 hereof.

Liens shall mean all liens, claims, demands, charges, security interests, leaseholds, international interests and other Registerable Interests and encumbrances of every nature and description whatever, including, without limitation, any rights of third parties under Third Party Agreements and any registrations on the International Registry without regard to whether such registrations are valid.

Loan shall have the meaning set forth in Section 1.1 hereof.

Loan Documents shall mean this Agreement, the Note, any Guaranty, any hypothecation or other collateral pledge or credit support, and any other documents, agreements, instruments, filings, certificates, opinions or assurances securing, evidencing or relating to the Obligations, whether entered into on or after the Closing Date.

Loaner Engine shall have the meaning set forth in Section 4.7(c) hereof.

Lost Item shall have the meaning set forth in Section 4.7(b) hereof.

Note shall have the meaning set forth in Section 1.2 hereof.

Obligations shall mean: (i) the unpaid principal amount of, and accrued interest on, the Note; and (ii) all other indebtedness, obligations or liabilities of any and all Customer Parties owing to Lender, of every kind and description, direct or indirect, secured or unsecured, joint or several, absolute or contingent, due or to become due, whether for payment or performance, now existing or hereafter arising, including, but not limited to, all indebtedness, obligations or liabilities under, arising out of or in connection with this Agreement, the Note or any of the other Loan Documents.

Operating Consents shall mean any and all of the multi-party consents whether entered into on the Closing Date, or thereafter, among Customer and any Interested Third Parties, in favor of Lender, and in each case, having a form and substance, and executed, delivered, filed and registered, as may be required by Lender in its sole discretion.

Organizational Document shall mean any certificate or articles of incorporation or organization, by-laws, partnership certificate or agreement, or limited liability company operating agreement or other organizational or constitutive document or agreement.

Outstanding Balance shall mean, as of the date of determination, the then outstanding principal balance of the Note, together with all then accrued interest thereon, the then applicable prepayment fee (unless otherwise expressly excluded by the prepayment or acceleration provision with respect to which such amount is being determined), and all other amounts then due and payable by any Customer Party under the Note, the Agreement and the other Loan Documents.

Parts shall mean all appliances, avionics, parts, instruments, appurtenances, accessories, furnishings and other equipment of whatever nature (other than a complete Engine or APU) that may from time to time be incorporated or installed in or attached to the Airframe, the Engines or the APU, and any and all such appliances, avionics, parts, instruments, appurtenances, accessories, furnishings and other equipment removed therefrom so long as the same have not been released from the Lender's Lien pursuant to the applicable terms of the Agreement.

Permitted Liens shall mean (a) the Lender's Lien, (b) Permitted Third Party Agreements, (c) Liens for taxes either not yet due or being contested, and (d) inchoate materialmen's, mechanic's, workmen's, repairmen's, employee's, or other like Liens arising in the ordinary course of business of Customer for sums not yet delinquent or being contested; except that any such contest described in clauses (c) or (d) must be conducted by Customer, in good faith, with due diligence and by appropriate proceedings, so long as such proceedings do not involve, in Lender's sole judgment, any material danger of the sale, foreclosure, transfer, forfeiture or loss of the Collateral, or title thereto, the rights of Lender hereunder or Lender's interest therein, and for the payment of which adequate reserves are being maintained in accordance with GAAP or other appropriate provisions satisfactory to Lender have been made; and with respect to any such Lien existing at the time the related Collateral shall become subject to Lender's Lien, such Lien must be effectively subordinated, as and to the extent required in any of the Loan Documents. Notwithstanding the foregoing, in no event shall any Lien held by any Person (other than Lender) against or with respect to any of the Collateral at the time of the making of the Loan or any advance thereof constitute a Permitted Lien, if in the reasonable opinion of Lender such Lien would be deemed pursuant to Applicable Law to have priority over Lender's Lien with respect to such Collateral.

Permitted Replacement shall have the meaning provided in Section 4.7(b).

Permitted Third Party Agreements shall have the meaning provided in Section 4.4(d).

Person shall mean any individual, partnership, corporation, limited liability company, trust, association, joint venture, joint stock company, or non-incorporated organization or Governmental Authority, or any other entity of any kind whatsoever.

Primary Hangar Location shall mean the location identified as such on Annex C hereto.

proceeds shall have the meaning assigned to it in the UCC, and in any event, shall include, but not be limited to, all goods, accounts, chattel paper, documents, instruments, general intangibles, investment property, deposit accounts, letter of credit rights, investment property, deposit accounts and supporting obligations (to the extent any of the foregoing terms are defined in the UCC, any such foregoing terms shall have the meanings given to the same in the UCC), and all of Customer's rights in and to any of the foregoing, and any and all rents, payments, charter hire and other amounts of any kind whatsoever due or payable under or in connection with the Airframe, the Engines or other Collateral, including, without limitation, (A) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to Customer from time to time, (B) any and all payments (in any form whatsoever) made or due and payable to Customer from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture by any Governmental Authority or any other Person (whether or not acting under color of any Governmental Authority), and (C) any and all other rents or profits or other amounts from time to time paid or payable.

Purchase Documents shall mean the purchase documents specified in Section 1(b)(i) of the Closing Terms Addendum.

Records shall mean any and all logs, manuals, certificates and data and inspection, modification, maintenance, engineering, technical, and overhaul records (whether in written or electronic form) with respect to the Airframe, the Engines, the APU, all Parts or any other Collateral, including, without limitation, all records (i) required to be maintained by the FAA or any other Governmental Authority having jurisdiction, or by any manufacturer or supplier with respect to the enforcement of warranties or otherwise, (ii) evidencing Customer's compliance with Applicable Standards, or (iii) with respect to any maintenance service program.

Registerable Interests shall mean all existing and prospective international interests and other interests, rights and/or notices, sales and prospective sales, assignments, subordinations and discharges, in each case, susceptible to being registered at the International Registry pursuant to the Cape Town Convention.

Registration Application shall have the meaning set forth in Section 1(b) of the Closing Terms Addendum.

Registration Certificate means (i) a currently effective Certificate of Aircraft Registration, AC Form 8050-3, (ii) any other certificate issued to Customer evidencing the currently effective registration of the Aircraft in its name in connection with the operation of the Aircraft in the United States pursuant to the Registration Requirements, or (iii) any other document as may then be required to be maintained within the Aircraft by such Registration Requirements, either together with or in lieu of such certificate.

Registration Requirements means the requirements for registering aircraft with the Registry under 49 U.S.C. 44101-44104, and 14 C.F.R. § 47 as then in effect, any successor laws, rules or regulations pertaining to applicants for and holders of a Registration Certificate, the U.S. registration number for the Aircraft, and any such other FARs and other Applicable Laws, in each case as and to the extent pertaining to the registration of Customer's ownership of the Aircraft with the Registry, including any re-registration or renewal of such registration or replacement of any such Registration Certificate.

Registry means the FAA Civil Aviation Registry, Aircraft Registration Branch, or any successor registry having an essentially similar purpose pertinent to the ownership registration of the Aircraft pursuant to the Registration Requirements.

Required Coverage shall mean any of the insurance coverage required under this Agreement or any of the other Loan Documents, whether being provide by Customer, its Affiliate, or by any party to any Permitted Third Party Agreement or any other Third Party Agreement (other than Lender).

Required Registrations shall have the meaning set forth in Section 2(b) of the Closing Terms Addendum.

Third Party Agreements shall mean any and all leases, subleases, interchange agreements, management agreements, charter agreements, pooling agreements, timeshare agreements, engine, airframe or aircraft maintenance programs and any other similar agreements or arrangements of any kind whatsoever relating to the Airframe, the Engines or any of the other Collateral.

Transaction Documents shall mean, collectively, the Purchase Documents, the Loan Documents, any and all Permitted Third Party Agreements, and any other document, agreement or instrument entered into for the purposes of effectuating the transactions contemplated in the Loan Documents, or relating thereto.

Transaction Parties shall mean, collectively, Customer and any other Customer Party, and each of the other parties to any of the Transaction Documents, other than Lender.

Transportation Code shall mean Subtitle VII of Title 49 of the United States Code, as amended and recodified.

TSA shall mean the Transportation Security Administration and/or the Administrator of the TSA, or any Person or Governmental Authority succeeding the functions of any of the foregoing.

UCC shall mean the applicable Uniform Commercial Code as then in effect in the applicable jurisdiction.

ANNEX B
LOAN AMOUNT AND CUSTOMER INFORMATION

Intentionally omitted from FAA filing counterpart as containing
confidential proprietary information.

ANNEX C

AIRCRAFT DESCRIPTION and PRIMARY HANGAR LOCATION

This Annex C is attached to and a part of the Loan and Aircraft Security Agreement (S/N 5024), dated April 27, 2022 (the "**Agreement**"), between **Banc of America Leasing & Capital, LLC**, as Lender, and **Falcon Landing, LLC**, as Customer, for the purposes contemplated therein.

1. **AIRCRAFT DESCRIPTION:** The Aircraft is a Gulfstream Aerospace model GV-SP (G550) airframe that consists of the following components:

(a) Airframe bearing FAA Registration Mark N502SX and manufacturer's serial number 5024 (International Registry manufacturer GULFSTREAM and generic dropdown model Gulfstream GV-SP (G550)); and type certified by the FAA to transport at least eight (8) persons (including crew) or goods in excess of 2750 kilograms.

(b) Two (2) Rolls-Royce Deutschland Ltd & Co KG model BR700-710C4-11 engines bearing manufacturer's serial numbers 15150 and 15151 (International Registry manufacturer ROLLS ROYCE and generic dropdown model BR710); each having at least 550 horsepower or 1750 lbs of thrust or its equivalent.

(c) Honeywell model RE220 auxiliary power unit (s/n P-335).

(d) Standard avionics and equipment, all other accessories, additions, modifications and attachments to, and all replacements and substitutions for, any of the foregoing, all as more particularly described below (and if purchased pursuant to the Purchase Documents, are on board the Aircraft and are in proper working condition):

Description	Serial #	Manufacturer	Part Number
RADIO AREA			
#1 ADM	03060431	Honeywell	HG1153CA02
#2 ADM	03010361	Honeywell	HG1153CA02
#3 ADM	03050433	Honeywell	HG1153CA02
WEATHER RADAR R/T	110613786	Honeywell	7021450-801
EVS CAMERA	169	Kollsman	48534-101
FLIGHT DECK			
#1 DISPLAY UNIT	03090308	Honeywell	7028140-901
#2 DISPLAY UNIT	03090475	Honeywell	7028140-901
#3 DISPLAY UNIT	03090474	Honeywell	7028140-901
#4 DISPLAY UNIT	14098929	Honeywell	7028140-901
#1 DISPLAY CONTROLLER	06062298	Honeywell	7007540-809
#2 DISPLAY CONTROLLER	08122802	Honeywell	7007540-809
FLIGHT GUIDANCE PANEL	15071389	Honeywell	7021852-901
PILOT CLOCK	4745	Davtron	1159SCAV409-2
COPILOT CLOCK	5623	Davtron	1159SCAV409-2
STANDBY EBDI	1656	Hughes Industrial	501-1871-0101
STANDBY HSI	1137	L-3	501-1860-0102
#1 MCDU	12044585	Honeywell	7033700-951
#2 MCDU	05041151	Honeywell	7033700-951
#3 MCDU	08013143	Honeywell	7033700-951
AIRSHOW CONTROLLER	G00440792	Rockwell Collins	922000-2
#1 WEATHER RADAR CONTROL	03042923	Honeywell	7006921-825
#2 WEATHER RADAR CONTROL	03052927	Honeywell	7006921-825

CABIN PRESS SEL PANEL	45-B0175	Honeywell	2118936-1
LIGHTING SENSOR CONTROL	--B4806082811	Honeywell	7011822-904
THERMAL PRINTER	48401697	Gulfstream	700750-1915
DMU	08081750	Honeywell	7031051-901
CVR CONTROL PANEL	666	L3	1642-110-02
HEAD-UP DISPLAY OVERHEAD UNIT	03070125	Honeywell	7023171-901
EVS COMBINER	03040541	Honeywell	7023172-907
SECURITY SYS CONTROLLER	0485	Securaplane	100-0106-01
#1 WINDSHIELD HEAT CONT	2874	Astrosonics	1042-1
#2 WINDSHIELD HEAT CONT	3153	Astrosonics	1042-1

PILOT ACP	06082811	Honeywell	7511900-90302
COPILOT ACP	07053736	Honeywell	7511900-90302
OBSERV ACP	10059438	Honeywell	7511900-90301
LEER			
LEFT BPCU	246001	Sundstrand	1702789A
LEFT GCU	246002	Sundstrand	1702787A
LEFT E-BATT	P4745	Securaplane	1159SCAV524-3
EVS PROCESSOR	302	Kollsman	48535-101
AIRSHOW DMU	G1027980	Rockwell Collins	925000-100
EVS WINDOW HEAT CONT	186	Tapis Corp	49322-101
FQSC	462	Parker Hanifin	367-933-002
REFUELING PANEL	343	Parker Hanifin	366-926-001
LEFT PDB	0066	Sundstrand	1703230
MAU #1 CABINET			
POWER SUPPLY #1	03091398	Honeywell	7024440-1901
CONTROL I/O #1	07042454	Honeywell	7026534-1902
SGI/O #1	10085982	Honeywell	7025364-1901
CUSTOM I/O #1	14034194	Honeywell	7026540-1901
AFCS #1 LANE A	14032784	Honeywell	7029305-1902
AFCS #1 LANE B	1404H986	Honeywell	7209432-1902
NIC/PROC #1	14037759	Honeywell	7038231-1902
NIC/PROC #2	14037918	Honeywell	7038231-1902
DGI/O #1	1708C245	Honeywell	7025365-1902
CMC	14013588	Honeywell	7034055-1901
SGI/O #2	06042000	Honeywell	7025364-1902
AGM #4	1405B129	Honeywell	7036410-1901
POWER SUPPLY #2	03061272	Honeywell	7024440-1901
MRC #1 CABINET	07121491	Honeywell	7026240-902
NIM #1	14037759	Honeywell	7038231-1902
ADF #1	05027245	Honeywell	7510114-855
DME #1	03097289	Honeywell	7510184-855

VIDL #1	03090290	HONEYWELL	7026202-801
VHF #1	03080129	HONEYWELL	7026202-813
XPDR #1	12101736	Honeywell	7517402-970
MAU #3 CABINET			
POWER SUPPLY #5	03061265	Honeywell	7024440-1901
SGI/O #5	03100043	Honeywell	7025364-1901
CUSTOM I/O #3	14034218	Honeywell	7026540-1903
NIC/PROC #5	14038002	Honeywell	7038231-1902
NIC/PROC #6	140379970	Honeywell	7038231-1902
CONTROL I/O #3	14034213	Honeywell	7026540-1903
GPS #1	06111902	Honeywell	245-604067-100
SGI/O #6	04110895	Honeywell	7025364-1902
AGM #1	08101803	Honeywell	7036410-1901
EGPWM #1	03060124	Honeywell	7028419-1902
POWER SUPPLY #6	06065599	Honeywell	7024440-1901

RIGHT FEE			
ANNUN LIGHT BOX	0309	Honeywell	1159SCAV526-7
CABIN PA AMP	04040009555	Honeywell	990-1254-068
FWD BRUCE BATT	503856	Bruce Industries	2013-BR
CABIN PRESSURE CONTROLLER	56-F0054	Honeywell	2119146-4
APU GCU	0554	Sundstrand	1702787B
RIGHT GCU	0109	Sundstrand	1702787B
RIGHT BPCU	0062	Sundstrand	1702789A
ANTI SKID CONTROLLER	340	Dunlop Aerospace	1159SCL501-11
TCAS	03026370	AVGROUP ATLANTA	7517900-55020
COM #3 MINI CABINET	07121491	Honeywell	7026240-902
COM #3 R/T	04100105	Honeywell	7026203-813
EVS DDU		---	---
EVS AMP		---	---
FWD E-BATT	P3126	Securaplane	1159SCAV524-3
RIGHT E-BATT	P01168	Securaplane	1159SCAV524-3
IRU #2	56001350	Honeywell	HG2100AB07
RIGHT PDB	0191	Sundstrand	1703232
WING CABINET			
POWER SUPPLY #3	03061278	Honeywell	7024440-1901

Wheel Speed Monitor Control Unit	329	Hydro-Aire	1159SCL501-9
EGPWM #2	03090041	Honeywell	7028419-1902
SGI/O #3	03090037	Honeywell	7025364-1901
GPS #2	04030356	Honeywell	245-604067-100
AGM #3	08101803	Honeywell	7036410-1901
DGI/O #2	06042000	Honeywell	7025365-1902
NIC/PROC #3	14037975	Honeywell	7038231-1902
NIC/PROC #4	14048029	Honeywell	7038231-1902
AFCS #2 LANE A	14032842	Honeywell	7029305-1902
CUSTOM I/O #2	14034211	Honeywell	7026540-1903
SGI/O #4	03090368	Honeywell	7025364-1901
AFCS #2 LANE B	1404J016	Honeywell	7028432-1902
CONTROL I/O #2	14034211	Honeywell	7026540-1903
POWER SUPPLY #4	03061262	Honeywell	7024440-1901
MRC #2 CABINET	04120955	Honeywell	7517959-904
NIM #2	12048898	Honeywell	7517964-918
ADF #2	03095961	Honeywell	7510114-855
DME #2	03067198	Honeywell	7510114-855
VIDL #2	07113073	Honeywell	7026202-801
VHF #2	03090232	Honeywell	7026202-813
XPDR #2	0604A858	Honeywell	7517402-970

BELOW FLOOR			
PULSE LIGHT CONTROL UNIT	B00157	---	1150-10-4-4
RAD ALT #1	95105530	Honeywell	701840-932
RAD ALT #2	0306A835	Honeywell	701840-932
LEFT ESS TRU	B1214	Intertechnique	1159SCAV508-3
LEFT MAIN TRU	B1212	Intertechnique	1159SCAV508-3
AUX TRU	B1215	Intertechnique	1159SCAV508-3
E-INV	GL002448	Avionic Instrument	1-002-0102-1346
RIGHT MAIN TRU	B1217	Intertechnique	1159SCAV507-3
RIGHT ESS TRU	B1222	Intertechnique	1159SCAV507-3
IRU #1	56001383	Honeywell	HG2100AB07
IRU #3	56001383	Honeywell	HG2100AB07
HMG CONTROL UNIT	G0240002	Securaplane	1159SCAV523-1

DVD PLAYER	0420160	Rockwell Collins	331011
DVD PLAYER	0405103	Rockwell Collins	331011
MONITOR	--	Rosen Aviation	2710-1-1702
MONITOR	--	Rosen Aviation	1901-201
MONITOR	--	Rosen Aviation	1901-201
L/H PERSONAL MONITOR NO. 2	5-0401 B015	Rosen Aviation	5601-061
R/H PERSONAL MONITOR NO. 2	5-0401 B012	Rosen Aviation	5601-060
L/H PERSONAL MONITOR NO. 3	5-0401 B016	Rosen Aviation	5601-061
R/H PERSONAL MONITOR NO. 3	5-0401 B013	Rosen Aviation	5601-060
L/H PERSONAL MONITOR NO. 4	5-0401 B014	Rosen Aviation	5601-061
R/H PERSONAL MONITOR NO. 4	5-0401 B017	Rosen Aviation	5601-060
COCKPIT AIRSHOW	G00440792	Rockwell Collins	922000-2
MICROWAVE OVEN	12020	Gulfstream	R-21LTF
CONVECTION OVEN	09265	Gulfstream	R21LTF
BAGGAGE			
FLAP/STAB ECU	112110360	Hamilton Sundstrand	1159SCC651-7
AFT E-BATT	P4972	Securaplane	1159SCAV524-3
APU ECU	99-80031	UTC Aerospace	1702787B
SECURITY SYSTEM DISPLAY	0485	Securaplane	100-0101-01
AFT BRUCE E-BATT	B51111	Bruce Industries	2013-BR
ENG VIB MONITOR	AA43501	Vibro-Meter SA	241-265-000-011
ELT	06510	ACR Electronics	453-5000-310
ELT INTERFACE UNIT	02663	ACR Electronics	453-6500
LEFT BLEED AIR CONT	043C-1539	Honeywell	1151582-3
RIGHT BLEED AIR CONT	043V-1579	Honeywell	1151582-3
LEFT A/C CONT	043C-1536	Honeywell	1151582-3
RIGHT A/C CONT	043C-1540	Honeywell	1151582-3

BATT			
LEFT MAIN BATT	09052001421C7	SAFT	1159SCAV519-1
RIGHT MAIN BATT	0905200160C74	SAFT	1159SCAV519-1
LEFT BATT CHARGER	245992-100	ELDEC Corp.	1159SB57520-7
RIGHT BATT CHARGER	B898	ELDEC Corp.	1159SB57520-11
CVR	1333	Arshow Inc	1608-01-00
FDR	000219792	Arshow Inc	2100-2043-00
#1 HF R/T	2151	Rockwell Collins	822-0102-001
#2 HF R/T	5087	Rockwell Collins	822-0102-001
#1 HF COUPLER	11408	Rockwell Collins	622-8114-002
#2 HF COUPLER	2847	Rockwell Collins	622-8114-002
LEFT OZONE CONVERTER	6409	Avionic Instrument	1159SCAC501-1
RIGHT OZONE CONVERTER	6455	Avionic Instrument	1159SCAC501-1
LIGHTNING SENSOR PROC	--	Honeywell	7011822-904
SDU	01110236	Honeywell	7516118-27012
HPA	02012298	Honeywell	7516250-60050
60HZ CONVERTER	TA000580	--	1-002-0102-1723
50HZ CONVERTER	407	--	HB200

together with all additions, accessions, modifications, improvements, replacements, substitutions, and accessories thereto and therefor, all avionics, onboard equipment, loose equipment, manuals, documentation and technical publications, now owned or hereafter acquired, and all records and logbooks (in written form or as computer data, discs or tapes, whether now existing or hereafter acquired or created, and whether in the possession of Customer or held on behalf of Customer by others). None of the same were furnished by Customer, unless expressly disclosed to Lender.

2. **PRIMARY HANGAR LOCATION:** The Primary Hangar Location of the Aircraft is and shall be as follows: 3840 W. 120th Street, Hawthorne, CA 90250.

CLOSING TERMS ADDENDUM ("**Closing Terms Addendum**") to Loan and Aircraft Security Agreement (S/N 5024) dated as of April 29, 2022 (the "**Agreement**"), by and between BANC OF AMERICA LEASING & CAPITAL, LLC, as lender ("**Lender**"), and FALCON LANDING, LLC, as Customer ("**Customer**").

All capitalized terms and certain other terms not defined in this Closing Terms Addendum are defined in the Agreement. Execution of the Agreement by Customer and Lender shall be deemed to constitute execution and acceptance of the terms and conditions of this Closing Terms Addendum, and it shall supplement and be a part of the Agreement.

1. **Closing Deliverables.** Prior to making the Loan and, (if required by Lender) at least three full Business Days prior to the Closing Date, Lender shall have received all of the following, in form and substance satisfactory to Lender (the "**Closing Deliverables**"):

(a) the Agreement dated as of the date hereof, and the Note (in the aggregate principal amount of the Loan) dated as of the Closing Date, together with any other applicable Loan Documents, each duly executed by each of the applicable Transaction Parties;

(b) (i) the purchase agreement for the Aircraft, duly executed by Customer and the seller, copies of the warranty bill of sale and FAA Bill of Sale (AC Form 8050-2) (the "**FAA Bill of Sale**") conveying title to the Aircraft from the seller to Customer, a copy of the FAA Certificate of Aircraft Registration (AC Form 8050-3) (the "**Registration Application**") for the Aircraft, and such other documents relating to the purchase or conveyance of title as Lender may request; (ii) a copy of the invoice relating to the Loan; and (iii) a pay proceeds letter, executed by Customer, directing Lender to make disbursements of the Loan proceeds (including, if applicable, in accordance with any pre-funding agreements), as and to the extent so agreed by Lender, in its discretion;

(c) Certificates of good standing for each of the Customer Parties from their respective states of organization and chief executive offices and principal places of business;

(d) a certificate for each of the Customer Parties executed by its secretary or other authorized representative certifying: (i) that the execution, delivery and performance of the Agreement and the other Loan Documents and participation in the transactions contemplated thereby have been duly authorized, (ii) the name(s) of the person(s) authorized to execute and deliver such documents on behalf of such Customer Party together with specimen signature(s) of such Person(s); and (iii) as to the completeness and accuracy of such Customer Party's charter and by-laws, operating agreement and other organizational documents, as applicable, attached to the certificate;

(e) [Reserved];

(f) a copy of the Airworthiness Certificate, and an inspection report and appraisal satisfactory to Lender with respect to the Aircraft prepared by inspector(s) or appraiser(s) acceptable to Lender;

(g) FAA and UCC search reports and search certificate from the International Registry, and if the Aircraft or any of the other Collateral is not free and clear of Liens, copies of any required subordinations, releases or terminations of any other prior Liens, and evidence of such other actions having been taken as may then be required to perfect and give first priority to the Lender's Lien against the Aircraft and the other Collateral; and, if required by Lender, title insurance, from an issuer and having such terms, and evidenced by copies of policies or such other assurances as may be required by Lender;

(h) regarding the International Registry, evidence that each of Customer and all pertinent Persons (i) are transacting user entities (and identifying the name of their respective administrators), (ii) have designated Aviation Counsel as their professional user entity, and (iii) have taken all other actions which may then be necessary (including, by providing all necessary authority to its administrator) so that

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all of the Registerable Interests, including any discharges and subordinations, required by the Agreement or the other Loan Documents can be registered with the International Registry in favor of Lender;

- (i) an LLC statement acceptable to the FAA;
- (j) a copy of Customer's Engine Maintenance Program for the Engines and an acknowledgement of Lender's rights therein by the applicable provider;
- (k) a copy of each duly executed Permitted Third Party Agreement (including, if any of the same constitutes a lease, the only chattel paper original thereof) and the related Operating Consent; and
- (l) (i) if requested by Lender, an opinion of counsel for each Customer Party addressed to Lender as to such matters incident to the Loan as Lender may reasonably require; and (ii) such other documents, filings, certificates, opinions, assurances and evidence of such other matters, as Lender, Lender's counsel or Aviation Counsel, may reasonably request.

2. **Aviation Counsel's Escrow.** Prior to Lender's making the Loan and at least one (1) Business Day prior to the Closing Date, Lender shall have received confirmation from Aviation Counsel and from any other Person holding any Closing Deliverables in escrow (each, an "**Escrow Holder**"), that it is holding in its escrow all of the following (the "**Aviation Documents**"), if applicable, in proper form for filing with the FAA and otherwise having a form and substance satisfactory to Aviation Counsel: (a) if the Aircraft is not then owned by Customer, the executed FAA Bill of Sale and Registration Application (except for the pink copy, which shall be available to be placed on the Aircraft upon acceptance thereof), each in Customer's name; (b) FAA Entry Point Filing Forms (AC Form 8050-135) pertaining to each of the required Registerable Interests (as determined by Aviation Counsel, and specified therein, the "**Required Registrations**"); (c) if required, executed releases and any subordinations of any Liens on the Aircraft, and all consents and other directives necessary to register any of the same; (d) such other documents, instructions and consents as are necessary, in the opinion of Lender's counsel and/or Aviation Counsel; and (e) an executed original counterpart of the Agreement and (if requested by Lender) any Permitted Third Party Agreement constituting a lease, together with any related Operating Consent.

3. **Other Closing Assurances.** On the Closing Date, Lender shall have received:

(a) immediately prior to Lender's making the Loan, (i) assurances from Aviation Counsel that upon making the filings and Required Registrations contemplated herein, (A) title to the Airframe and the Engines is vested in Customer, (B) the Airframe, the Engines, and the other Collateral, will be free and clear of all other Liens of record with the FAA and the International Registry (other than Permitted Liens), and (C) Lender's Lien against the Airframe, the Engines and the other Collateral will be perfected and have first priority; and (ii) confirmation from (A) Customer and each such other party to any Closing Deliverables that immediately upon the disbursement of the funds being advanced or remitted in connection with the Loan in accordance with the pay proceeds letter between Lender and Customer, then automatically and without further action, (1) each Escrow Holder is deemed authorized to complete each of the Closing Deliverables, (2) all of the Closing Deliverables shall be deemed released from escrow and (3) all of the Aviation Documents shall be filed and all Required Registrations shall be made, as contemplated in the Agreement and in the order required by Lender; and (B) Aviation Counsel, that the professional user entity for Customer, and each such other party required to initiate or consent to all of Required Registrations have so initiated or consented to the same; and

(b) promptly after Lender has made the Loan, (i) confirmation by Aviation Counsel that the filing of the Agreement, and each of the other documents referenced in Section 2 above has been made (and the filing information is reported to the Lender telephonically or electronically); and (ii) a priority search certificate from the International Registry addressed to Lender evidencing that all of the Required Registrations have been duly registered and are searchable.

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4. **All Other Conditions Satisfied.** On the Closing Date, and prior to making the Loan, (a) the representations and warranties contained in the Agreement and the other Loan Documents shall be true and correct in all respects on and as of the date of the making of the Loan or any advance thereof; and (b) any and all of the other conditions to Lender's making the Loan have been satisfied. As and when required thereby, Customer shall have caused the seller of the Aircraft to have complied with all Applicable Laws pertaining to the consummation of the sale of the Aircraft to Customer, consistent with the title, registration and Lien status as contemplated herein. Customer acknowledges and agrees that Lender's disbursement of any part or all of the Loan proceeds or its having taken any other actions in furtherance of consummating the transactions contemplated in connection with the Loan, shall not prejudice any of Lender's rights or remedies with respect to any conditions thereto which are not fully and indefeasibly satisfied as and when required in this Closing Terms Addendum; and Lender hereby reserves all of its rights and remedies with respect thereto, unless and to the extent expressly waived in writing by Lender's authorized officer.

5. **Post-Closing Matters.** Subsequent to Lender's having made the Loan, Customer shall cause the following post-closing matters to have been accomplished to Lender's reasonable satisfaction, on or prior to the below-referenced date: unless the Loan is being made to re-finance the Aircraft, Customer shall: (i) confirm to Lender that pertinent copies of the Registration Application, Airworthiness Certificate, and (if constituting a lease) any Permitted Third Party Agreement and Operating Consent have been properly placed on the Aircraft, not later than the date of the Aircraft's first flight after Customer takes title thereto; (ii) immediately upon receipt thereof, and at all times thereafter, maintain the permanent Registration Certificate on-board the Aircraft; (iii) for all operations outside the continental U.S., unless the permanent Registration Certificate is already on-board, Customer and (if applicable) Interested Third Party shall maintain the "fly-time wire" (FAA Standard Form 14) on-board the Aircraft; (iv) pay or cause to be paid, report or cause to be reported, to the appropriate taxing authority, all Impositions as and to the extent payable in connection with the sale of the Aircraft to Customer, by the date and in the amounts and otherwise in compliance with all Applicable Laws; and (v) on or before May 6, 2022, provide Lender with evidence as to the Required Coverage, including, but not limited to, a certificate of insurance, copies of endorsements (including a Lender endorsement), and, if requested by Lender, copies of applicable policies and written confirmation from the insurance underwriter or broker that the insurance coverage provided is in compliance with the requirements of Section 4.6 of the Agreement and any other applicable provisions of the Loan Documents. Time is of the essence hereof.

COMPARISON CERTIFICATE

I have compared the foregoing instrument with the original and
the same is a true and correct copy thereof in all respects.

Sally Shy

ONTARIO CITY
ONTARIO

2022 APR 23 PM 1:12

REGISTERED

FILED

683/24/22
AR



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Aircraft Registry, PO Box 25504,
Oklahoma City, OK 73125-0504
(405) 954-3116
Toll Free: 1-866-762-9434
Web Address: <https://cares.faa.gov>

DOCUMENT ANNOTATIONS
DOCUMENT ID - ARE014098752

Annotation	Page
orig s/a retd to s/a doc id 5455 4/29/22	



U.S. Department
of Transportation

**Federal Aviation
Administration**

Aviation Safety

P.O. Box 25504
Oklahoma City, Oklahoma 73125-0504
(405) 954-3116
Toll Free: 1-866-762-9434
WEB Address: <http://registry.faa.gov>

Date of Issue: September 8, 2021

FALCON LANDING LLC
1 ROCKET RD
HAWTHORNE, CA 90250-6844
|||||

Fax 405-684-5071

Attention: Iats

T217839 This facsimile must be carried in the Aircraft as a Temporary Certificate of
Registration for

N502SX GULFSTREAM AEROSPACE GV-SP (G550) Serial 5024 and is valid until Oct
08, 2021.

This is not an airworthiness certificate. For airworthiness information, contact the nearest
Federal Aviation Administration Flight Standards District Office.

Gennell Woods

for

Kevin R. West
Acting Manager, Aircraft Registration Branch
Federal Aviation Administration

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

1) UNITED STATES REGISTRATION NUMBER N 502SX 2) AIRCRAFT MANUFACTURER AND MODEL Gulfstream Aerospace GV-SP (G550) 3) AIRCRAFT SERIAL NUMBER 5024	4) TYPE OF REGISTRATION (Check one box.) ☐ 1. Individual ☐ 2. Partnership ☐ 3. Corporation ☐ 4. Co-Owner ☐ 5. Government ☒ 7. Limited Liability Company (LLC) ☐ 8. Non-Citizen Corporation ☐ 9. Non-Citizen Corporation Co-Owner	
5) NAME(S) OF APPLICANT(S) [Person(s) shown on evidence of ownership. If individual, give last name, first name and middle initial.] Falcon Landing, LLC		
6) TELEPHONE NUMBER: (310) 363-6000		
7) MAILING ADDRESS (Permanent mailing address for first applicant on list.) NUMBER AND STREET: 1 Rocket Road RURAL ROUTE: _____ P.O. BOX _____ CITY: Hawthorne STATE: CA ZIP: 90250		
8) PHYSICAL ADDRESS/LOCATION IF P.O. BOX, MAIL DROP OR RURAL ROUTE BOX USED FOR MAILING ADDRESS NUMBER AND STREET: _____ DESCRIPTION OF LOCATION: _____ CITY: _____ STATE: _____ ZIP: _____		
9) ☐ CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS		
10) CERTIFICATION		
I/WE CERTIFY: (1) That the above aircraft is owned by the undersigned applicant who is: (MUST CHECK AND/OR COMPLETE a, b, c, or d) ☒ a. A citizen of the United States as defined by 49 USC 40102(a)(15); ☐ b. A resident alien with alien registration (Form 1-551) No. _____ ☐ c. A non-citizen corporation organized and doing business under the laws of (state) _____ and said aircraft is based and primarily used in the United States. Records of flight hours are available for inspection at (provide complete physical address) _____ ☐ d. A corporation using a voting trust to qualify. Enter name of trustee _____ (2) If box c or d above is checked, I, the below signed, certify that I am authorized, by the applicant shown above, to sign corporate documents and to seek aircraft registration on behalf of the entity and that I will provide the same authorization if requested; (3) That the aircraft is not registered under the laws of any foreign country; and (4) That legal evidence of ownership is attached or has been filed with the Federal Aviation Administration. ANY AND ALL SIGNATORIES OF THIS APPLICATION MUST READ THE FOLLOWING AND UNDERSTAND THAT, BY APPLYING A SIGNATURE TO THIS DOCUMENT, THEY ARE SUBJECT TO THE REFERENCED STATUTES AND ASSOCIATED PENALTIES. I/we hereby certify that the information provided in, and in any attachments to, this application for aircraft registration is true, accurate and correct to the best of my/our knowledge and belief. I/we understand that the FAA administrator will rely on the information I/we provide in determining my/our qualification for aircraft registration. I/we understand that whoever, in any matter within the jurisdiction of any department or agency of the United States, knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device any material fact(s), statement(s), representation(s) or entry(ies) may be fined up to \$500,000 or imprisoned for not more than five (5) years or both (18 U.S.C. §§ 1001 and 3571). I/we understand that to knowingly and willfully: a) falsify or conceal a material fact; or b) use a document knowing it contains a false, fictitious or fraudulent statement/entry; or c) provide any inaccurate, false statement/information can subject me to criminal prosecution (49 U.S.C. § 46306), and the registration of the subject aircraft may be delayed, denied and/or revoked. NOTE: If executed for co-ownership, all applicants must sign. Use next page and add page(s) if necessary.		
11)	SIGNATURE: <u>Bret Johnsen</u> TYPED/PRINTED NAME: Bret Johnsen	DATE: 9-7-21 TITLE: Chief Financial Officer
12)	SIGNATURE: _____ TYPED/PRINTED NAME: _____	DATE: _____ TITLE: _____

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

FILED WITH FAA
AIRPORT
REGISTRATION BR
2021 SEP -8 AM 9:02
OKLAHOMA CITY
OKLAHOMA



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Aircraft Registry, PO Box 25504,
Oklahoma City, OK 73125-0504
(405) 954-3116
Toll Free: 1-866-762-9434
Web Address: <https://cares.faa.gov>

DOCUMENT ANNOTATIONS
DOCUMENT ID - ARE012847575

Annotation	Page
Orig APP #4119 FFR 09/07/2021 ret'd	

MEMORANDUM TO THE FILE

LYNN TAMPAS

ID

September 7, 2021

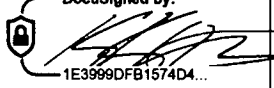
DATE

A Prior Record search was performed for GULFSTREAM AEROSPACE GV-SP (G550), 5024 on September 7, 2021.
Search results:

Prior Record N430BK

Re-instated as N502SX

Form Approved
OMN No. 2120-0042

UNITED STATES OF AMERICA U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION AIRCRAFT BILL OF SALE			
FOR AND IN CONSIDERATION OF \$1.00 & O.V.C. THE UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT* DESCRIBED AS FOLLOWS:			
UNITED STATES REGISTRATION NUMBER		N502SX	
AIRCRAFT MANUFACTURER & MODEL Gulfstream Aerospace, GV-SP (G550) **			
AIRCRAFT SERIAL No. 5024			
DOES THIS <u>7th</u> DAY OF SEPTEMBER, 2021, HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:			Do Not Write in This Block For FAA USE ONLY
PURCHASER	NAME AND ADDRESS (IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL) Falcon Landing, LLC 1 Rocket Road Hawthorne, CA 90250		
	DEALER CERTIFICATE NUMBER		
AND TO ITS SUCCESSORS 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 THIS <u>7th</u> DAY OF SEPTEMBER, 2021.			
SELLER	NAME(S) OF SELLER (TYPED OR PRINTED)	SIGNATURE(S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
	Aviation Sales Associates, LLC	DocuSigned by:  1E3999DFB1574D4... Name: Kurt Belcher	Member
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			

*the term "Aircraft" as used herein shall include two (2) installed Rolls-Royce Deutschland Ltd & Co KG model BR710-C4-11 aircraft engines (described on the International Registry with manufacturer designation: ROLLS ROYCE, model designation: BR710) bearing manufacturer's serial numbers 15151 and 15150.

** described on the International Registry with manufacturer designation: GULFSTREAM, model designation: Gulfstream GV-SP (G550)

212501243008
\$5.00 09/07/2021

FILED WITH FAA
AIRCRAFT
REGISTRATION BR
2021 SEP -7 PM 12:52
OKLAHOMA CITY
OKLAHOMA

Form Approved
OMN No. 2120-0042

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

FOR AND IN CONSIDERATION OF \$1.00 & O.V.C. THE
 UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND
 BENEFICIAL TITLE OF THE AIRCRAFT* DESCRIBED AS
 FOLLOWS:

UNITED STATES
 REGISTRATION NUMBER

N502SX

AIRCRAFT MANUFACTURER & MODEL

Gulfstream Aerospace, GV-SP (G550) **

AIRCRAFT SERIAL No.

5024

DOES THIS 7 DAY OF Sept. 2021,
 HEREBY SELL, GRANT, TRANSFER AND
 DELIVER ALL RIGHTS, TITLE AND INTERESTS
 IN AND TO SUCH AIRCRAFT UNTO:

Do Not Write in This Block
 For FAA USE ONLY

PURCHASER

NAME AND ADDRESS

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

Aviation Sales Associates, LLC
 3132 Airway Ave
 Costa Mesa, CA 92626

DEALER CERTIFICATE NUMBER

AND TO ITS SUCCESSORS 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 THIS 7 DAY OF Sept. 2021.

SELLER

NAME(S) OF SELLER
 (TYPED OR PRINTED)

SIGNATURE(S)
 (IN INK) (IF EXECUTED
 FOR CO-OWNERSHIP, ALL MUST
 SIGN.)

TITLE
 (TYPED OR PRINTED)

Comercial Aerea, S.A. de C.V.
 [Foreign Seller]

DocuSigned by:

 49E4C214CAA34C5...

Name: Leticia Vargas

CFO

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

*the term "Aircraft" as used herein shall include two (2) installed Rolls-Royce Deutschland Ltd & Co
 KG model BR710-C4-11 aircraft engines (described on the International Registry with manufacturer
 designation: ROLLS ROYCE, model designation: BR710) bearing manufacturer's serial numbers
 15151 and 15150.

** described on the International Registry with manufacturer designation: GULFSTREAM, model
 designation: Gulfstream GV-SP (G550)

FILED WITH FAA
AIRCRAFT
REGISTRATION BR
2021 SEP -7 PM 12:51
OKLAHOMA CITY
OKLAHOMA

FAX: 405-681-9299

PRIORITY

212501243098
\$10.00 09/07/2021

FILED WITH FAA
AIRCRAFT
REGISTRATION BR
2021 SEP -7 PM 12:53
OKLAHOMA CITY
OKLAHOMA

TELEGRAPHIC MESSAGE

NAME OF AGENCY FEDERAL AVIATION ADMINISTRATION MIKE MONRONEY AERONAUTICAL CENTER OKLAHOMA CITY, OKLAHOMA 73125	PRECEDENCE ACTION: PRIORITY INFO:	SECURITY CLASSIFICATION UNCLASSIFIED
ACCOUNTING CLASSIFICATION	DATE/TIME PREPARED 8/30/2018 3:44 PM	FILE
FOR INFORMATION CALL		
NAME KIM-CHI TON-THAT SECTION D	PHONE NUMBER 405-954-3116	TYPE OF MESSAGE SINGLE ADDRESS
THIS SPACE FOR USE OF COMMUNICATION UNIT		
MESSAGE TO BE TRANSMITTED (Use double spacing and all capital letters)		

TO:

EMAIL: DGAC.NOTIFICA.RAM@SCT.GOB.MX
MEXICAN AERONAUTICAL REGISTRY
INFO COPIES TO:
(1) MEXICAN AERONAUTICAL REGISTRY
BOULEVARD ADOLFO LOPEZ MATEOS 1990, THIRD
FLOOR
COLONIA LOS ALPES, TLACOPAC
DELEGACION ALVARO ABREGON
MEXICO CITY 10101

THIS CONFIRMS DEREGISTRATION OF N430BK GULFSTREAM AEROSPACE GV-SP (G550) SERIAL NUMBER 5024 FROM THE UNITED STATES CIVIL AIRCRAFT REGISTER EFFECTIVE 3:30 PM CDT AUGUST 30 2018. OUR RECORDS SHOW NO UNRELEASED RECORDED LIENS AGAINST THE AIRCRAFT. THE LAST REGISTERED OWNER WAS ADAMS AVIATION SERVICES INC TRUSTEE.

Brittney Steelman

for

KEN W. THOMPSON, MANAGER
AIRCRAFT REGISTRATION BRANCH
FEDERAL AVIATION ADMINISTRATION

CC: MEXICO BY MAIL IATS BRITTNEY STEELMAN	PAGE NO. 1	NO. OF PGS 1	SECURITY CLASSIFICATION
---	-------------------	---------------------	-------------------------

DEREGISTRATION OF UNITED STATES CIVIL AIRCRAFT

U.S. Registration N-430BK	Temp Yes ☐ No ☒	I.R. Yes ☒ No ☐	Manufacturer GULFSTREAM AEROSPACE	Model GV-SP (G550)	Serial Number 5024
Last Registered Owner <u>ADAMS AVIATION SERVICES INC TRUSTEE</u>					
GENEVA CONVENTION – Lien/Lease Information on File					
☒ None					
☐ Lien Conveyance No. _____ Lien holder: _____					
☐ Lien Conveyance No. _____ Lien holder: _____					
☐ Lease Conveyance No. _____ Lessee: _____					
☐ Lease Conveyance No. _____ Lessee: _____					
CAPE TOWN TREATY - Lien Information on File					
☐ Written certification was received from IDERA authorized party that all registered interests ranking in priority to authorized party have been discharged or the holders of such interests have consented to the export. Conveyance No. _____ IDERA Authorized Party: _____					
☒ Written certification was received from the owner that all outstanding interests in the FAA aircraft record have been discharged or the holders of such interests have consented to the export.					
☒ None					
☐ Lien Conveyance No. _____ Lien holder: _____					
☐ Lien Conveyance No. _____ Lien holder: _____					
☐ Lease Conveyance No. _____ Lessee: _____					
☐ Lease Conveyance No. _____ Lessee: _____					
The above registration is to be cancelled for the reason checked below:					
☐ Expired ☒ Exported to: <u>MEXICO</u>					
☐ Totally destroyed or scrapped					
☒ At the request of: ☒ Registrant ☐ Owner ☐ IDERA Authorized Party (Export only)					
☐ Other (<i>Specify</i>) _____					
Official approving the cancellation: Name: BRITTNEY STEELMAN			TIME: 3:30 PM CDT	DATE: August 30, 2018	
CONFIRM TO: <u>MEXICO</u> FOREIGN MARKINGS: _____			COPY TO: ☒ WIRE ☒ MAIL WIRE- IATS MAIL- MEXICO		
The above registration has been cancelled and records adjusted accordingly.			<i>Brittney Steelman</i>		DATE: August 30, 2018

PRIORITY

PRIORITY

ACTION

1 / Exp

DEREGISTRATION REQUEST

EXPORT

Federal Aviation Administration
Attn: Export Examiner, Aircraft Registry
Oklahoma City, Oklahoma

RE: N 430BK Make/Model Gulfstream Aerospace/GV-SP (G550)

S/N 5024

The above referenced aircraft has been sold by
Adams Aviation Services, Inc., Trustee (Seller)

to Comercial Aerea, S.A. de C.V. (Foreign

Purchaser). Please accept this letter as authorization to deregister this aircraft for export
to Mexico (Country).

The undersigned certifies all registered interests ranking in priority to that of the
requestor have been discharged or that the holders of such interests have consented to the
cancellation for exports purposes.

Should you have any questions or need additional information, please contact Insured
Aircraft Title Service, Inc. in the P.D. Room or at (405) 681-6663 on our client's behalf.

Dated this 30 day of Aug., 20 18

Seller: Adams Aviation Services, Inc., Trustee

Signature

Title

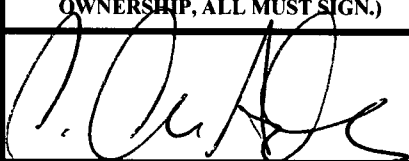
Director

PRIORITY

* Please reserve N430BK back to Adams Aviation
Services, Inc. Trustee *

EXPORT

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2018 AUG 30 PM 12 26
OKLAHOMA CITY
OKLAHOMA

UNITED STATES OF AMERICA U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION AIRCRAFT BILL OF SALE			
FOR AND IN CONSIDERATION OF \$1.00 ovc THE UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:			
UNITED STATES REGISTRATION NUMBER	N430BK		
AIRCRAFT MANUFACTURER & MODEL Gulfstream Aerospace GV-SP (G550)			
AIRCRAFT SERIAL NUMBER 5024			
DOES THIS <u>30</u> DAY OF <u>Aug.</u> <u>2018</u> 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) Comercial Aerea, S.A. de C.V. Avenida Zarco #2401 Chihuahua, Chih. C.P. 31020, Mexico		
	DEALER CERTIFICATE NUMBER		
AND TO EXECUTORS, ADMINISTRATORS, AND ASSIGNS TO HAVE AND TO HOLD SINGULARLY THE SAID AIRCRAFT FOREVER, AND WARRANTS THE TITLE THEREOF.			
IN TESTIMONY WHEREOF HAVE SET HAND AND SEAL THIS <u>30</u> DAY OF <u>Aug</u> <u>2018</u>			
SELLER	NAME(S) OF SELLER (TYPED OR PRINTED)	SIGNATURE(S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
	ADAMS AVIATION SERVICES INC, TRUSTEE		DIRECTOR
		C. Cade Adams	
ACKNOWLEDGMENT (NOT REQUIRED FOR PURPOSES OF FAA RECORDING; HOWEVER, MAY BE REQUIRED BY LOCAL LAW FOR VALIDITY OF THE INSTRUMENT.) ORIGINAL: TO FAA			

182421228504 *Re*
 \$10.00 09/30/2018
 182421228504

FILED IN F-1A
AIRCRAFT REGISTRATION BR
2018 AUG 30 PM 12 26
OKLAHOMA CITY
OKLAHOMA



U.S. Department
of Transportation

**Federal Aviation
Administration**

Aviation Safety

P.O. Box 25504
Oklahoma City, Oklahoma 73125-0504
(405) 954-3116
Toll Free: 1-866-762-9434
WEB Address: <http://registry.faa.gov>

Date of Issue: July 26, 2018

ADAMS AVIATION SERVICES INC TRUSTEE
3511 SILVERSIDE RD STE 105
WILMINGTON, DE 19810-4902
|||||

HAND DELIVERED TO IATS IN THE PD ROOM

T185654 This facsimile must be carried in the Aircraft as a Temporary Certificate of
Registration for

N430BK GULFSTREAM AEROSPACE GV-SP (G550) Serial 5024 and is valid until Aug
25, 2018.

This is not an airworthiness certificate. For airworthiness information, contact the nearest
Federal Aviation Administration Flight Standards District Office.

S. Lynn Tampas

for

Ken W. Thompson
Manager, Aircraft Registration Branch
Federal Aviation Administration

MEMORANDUM TO THE FILE

JENNELL WOODS

ID

July 26, 2018

DATE

A Prior Record search was performed for GULFSTREAM AEROSPACE GV-SP (G550), 5024 on July 26, 2018. Search results:

Prior Record N430BK

Re-instated as N430BK



U.S. Department
of Transportation
Federal Aviation
Administration

UNITED STATES OF AMERICA – DEPARTMENT OF TRANSPORTATION
Federal Aviation Administration – Mike Monroney Aeronautical Center

OMB Control No. 2120-0042
Collection Expires 4/30/2017

AIRCRAFT REGISTRATION APPLICATION

UNITED STATES REGISTRATION NUMBER N 430BK		TYPE OF REGISTRATION (Check <u>one</u> box)	
AIRCRAFT MANUFACTURER AND MODEL Gulfstream Aerospace GV-SP (G550)		☐ 1. Individual ☐ 2. Partnership ☒ 3. Corporation (Includes LLC's) ☐ 4. Co-Owner ☐ 5. Government ☐ 8. Non-Citizen Corporation ☐ 9. Non-Citizen Corporation Co-Owner	
AIRCRAFT SERIAL NUMBER 5024			
NAME(S) OF APPLICANT(S) [Person(s) shown on evidence of ownership. If individual, give last name, first name and middle initial.] Adams Aviation Services, Inc., Trustee			
TELEPHONE NUMBER: (866) 497-8980			
MAILING ADDRESS (Permanent mailing address for first applicant listed above.) NUMBER AND STREET: 3511 Silverside Road, Suite 105			
RURAL ROUTE: _____ P.O. BOX _____			
CITY: Wilmington STATE: DE ZIP: 19810			
PHYSICAL ADDRESS/LOCATION <u>IF PO BOX OR RURAL ROUTE BOX USED FOR MAILING ADDRESS</u> NUMBER AND STREET: _____			
DESCRIPTION OF LOCATION: _____			
CITY: _____ STATE: _____ ZIP: _____			
☐ CHECK HERE IF YOU ARE <u>ONLY</u> 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, Section 1001)			
<u>CERTIFICATION</u>			
I/WE CERTIFY:			
(1) That the above aircraft is owned by the undersigned applicant who either is a citizen (including corporations) of the United States <u>OR</u> meets the aircraft registration citizenship requirements of 14 CFR Part 47 as: (CHECK AND COMPLETE a, b, or c)			
☐ a. A resident alien with alien registration (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 of flight hours are available for inspection at _____ ☐ c. A corporation using a voting trust to qualify Enter name of trustee _____			
(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 next page if necessary.			
1	SIGNATURE:		DATE: _____
	TYPED/PRINTED NAME: C. Cade Adams		TITLE: Director
2	SIGNATURE: _____		DATE: _____
	TYPED/PRINTED NAME: _____		TITLE: _____
3	SIGNATURE: _____		DATE: _____
	TYPED/PRINTED NAME: _____		TITLE: _____
NOTE: When carried in the aircraft with an appropriate current airworthiness certificate or a special flight permit, a copy of this completed application provides authority to operate the aircraft in the United States for up to 90 days.			

182071029228
\$5.00 7-26-18 BR

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2018 JUL 26 PM 10 24
OKLAHOMA CITY
OKLAHOMA

Bx0

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2018 JUL 26 AM 10 24
OKLAHOMA CITY
OKLAHOMA

SCT

SECRETARÍA DE
COMUNICACIONES
Y TRANSPORTES**Subsecretaría de Transporte
Dirección General de Aeronáutica Civil
Registro Aeronáutico Mexicano**

4.1.5.0.5.- 4211/2018

VUS 2106/2018

Asunto: Notificación de no registro.

Ciudad de México, a

Manager F.A.A.
Oklahoma City
73125 Oklahoma

Se confirma que la aeronave GULFSTREAM AEROSPACE GV-SP (G550) con número de serie 5024 no se encuentra inscrita en el Registro Aeronáutico Mexicano.

We hereby confirm that the aircraft, GULFSTREAM AEROSPACE GV-SP (G550) with serial number 5024 is not registered before the Mexican Civil Aviation Authority.

Lic. Rafael García Gijón

Ing. Jorge Romero García

Lic. José Omar Hernández Solano



HOFMAGS

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2018 JUL 25 P 12:06
OKLAHOMA CITY
OKLAHOMA

DEREGISTRATION OF UNITED STATES CIVIL AIRCRAFT

U.S. Registration N-430BK	Temp Yes ☐ No ☒	I.R. Yes ☒ No ☐	Manufacturer GULFSTREAM AEROSPACE	Model GV-SP (G550)	Serial Number 5024
Last U.S. Owner of Record <u>Adams Aviation Services Inc Trustee</u>					
GENEVA CONVENTION – Lien/Lease Information on File ☒ None ☐ Lien Conveyance No. _____ Lien holder: _____ ☐ Lien Conveyance No. _____ Lien holder: _____ ☐ Lease Conveyance No. _____ Lessee: _____ ☐ Lease Conveyance No. _____ Lessee: _____					
CAPE TOWN TREATY - Lien Information on File ☐ Written certification was received from IDERA authorized party that all registered interests ranking in priority to authorized party have been discharged or the holders of such interests have consented to the export. Conveyance No. _____ IDERA Authorized Party: _____ ☒ Written certification was received from the owner that all outstanding interests in the FAA aircraft record have been discharged or the holders of such interests have consented to the export. ☒ None ☐ Lien Conveyance No. _____ Lien holder: _____ ☐ Lien Conveyance No. _____ Lien holder: _____ ☐ Lease Conveyance No. _____ Lessee: _____ ☐ Lease Conveyance No. _____ Lessee: _____					
The above registration is to be cancelled for the reason checked below: ☐ Expired ☒ Exported to: <u>Mexico</u> ☐ Totally destroyed or scrapped ☒ At the request of: ☐ Registrant ☒ Owner ☐ IDERA Authorized Party (Export only) ☐ Other (<i>Specify</i>) _____					
Official approving the cancellation: Name: JENNELL WOODS			TIME: 3:30 pm CDT	DATE: July 13, 2018	
CONFIRM TO: <u>Mexico</u> COPY TO: ☐ WIRE ☒ MAIL FOREIGN MARKINGS: _____ Mexico by mail IATS - PD Room					
The above registration has been cancelled and records adjusted accordingly. 				DATE: July 13, 2018	

TELEGRAPHIC MESSAGE

NAME OF AGENCY FEDERAL AVIATION ADMINISTRATION MIKE MONRONEY AERONAUTICAL CENTER OKLAHOMA CITY, OKLAHOMA 73125	PRECEDENCE ACTION: PRIORITY INFO:	SECURITY CLASSIFICATION UNCLASSIFIED
ACCOUNTING CLASSIFICATION	DATE/TIME PREPARED 7/13/2018 3:34 PM	FILE
FOR INFORMATION CALL		
NAME KIM-CHI TON-THAT SECTION D	PHONE NUMBER 405-954-3116	TYPE OF MESSAGE SINGLE ADDRESS
THIS SPACE FOR USE OF COMMUNICATION UNIT		
MESSAGE TO BE TRANSMITTED (Use double spacing and all capital letters)		

TO:

EMAIL: DGAC.NOTIFICA.RAM@SCT.GOB.MX
MEXICAN AERONAUTICAL REGISTRY
INFO COPIES TO:
(1) MEXICAN AERONAUTICAL REGISTRY
BOULEVARD ADOLFO LOPEZ MATEOS 1990, THIRD
FLOOR
COLONIA LOS ALPES, TLACOPAC
DELEGACION ALVARO ABREGON
MEXICO CITY 10101

THIS CONFIRMS DEREGISTRATION OF N430BK GULFSTREAM AEROSPACE GV-SP (G550) SERIAL NUMBER 5024 FROM THE UNITED STATES CIVIL AIRCRAFT REGISTER EFFECTIVE 3:30 PM CDT JULY 13 2018. OUR RECORDS SHOW NO UNRELEASED RECORDED LIENS AGAINST THE AIRCRAFT. THE LAST U.S. OWNER OF RECORD WAS ADAMS AVIATION SERVICES INC TRUSTEE.



for

KEN W. THOMPSON, MANAGER
AIRCRAFT REGISTRATION BRANCH
FEDERAL AVIATION ADMINISTRATION

CC: MEXICO BY MAIL IATS - PD ROOM JENNELL WOODS	PAGE NO. 1	NO. OF PGS 1	SECURITY CLASSIFICATION
---	-------------------	---------------------	-------------------------

EXPORT

PRIORITY

Accepted JW Jul/13/2018

DEREGISTRATION REQUEST

Federal Aviation Administration
Attn: Export Examiner, Aircraft Registry
Oklahoma City, Oklahoma

RE: N 430BK Make/Model Gulfstream Aerospace/GV-SP (G550)

S/N 5024

The above referenced aircraft has been sold by
Adams Aviation Services, Inc., Trustee (Seller)

to Comercial Aerea, S.A. de C.V. (Foreign

Purchaser). Please accept this letter as authorization to deregister this aircraft for export
to Mexico (Country).

The undersigned certifies all registered interests ranking in priority to that of the
requestor have been discharged or that the holders of such interests have consented to the
cancellation for exports purposes.

Should you have any questions or need additional information, please contact Insured
Aircraft Title Service, Inc. in the P.D. Room or at (405) 681-6663 on our client's behalf.

Dated this 13 day of July, 20 18

Seller: Adams Aviation Services, Inc., Trustee


Signature

Director
Title

EXPORT

PRIORITY

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2018 JUL 13 PM 12 07
OKLAHOMA CITY
OKLAHOMA

UNITED STATES OF AMERICA U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION AIRCRAFT BILL OF SALE			
FOR AND IN CONSIDERATION OF \$1.00 ovc THE UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:			
UNITED STATES REGISTRATION NUMBER	N430BK		
AIRCRAFT MANUFACTURER & MODEL Gulfstream Aerospace GV-SP (G550)			
AIRCRAFT SERIAL NUMBER 5024			
DOES THIS <u>13</u> DAY OF <u>July, 2018</u> 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) Comercial Aerea, S.A de C.V., Avenida Zarco # 2401 Chihuahua, Chih. C.P. 31020, Mexico		
	DEALER CERTIFICATE NUMBER		
AND TO <u>its successors</u> EXECUTORS, ADMINISTRATORS, AND ASSIGNS TO HAVE AND TO HOLD SINGULARLY THE SAID AIRCRAFT FOREVER, AND WARRANTS THE TITLE THEREOF.			
IN TESTIMONY WHEREOF <u>I</u> HAVE SET <u>MY</u> HAND AND SEAL THIS <u>13</u> DAY OF <u>July</u> 20 <u>18</u> .			
SELLER	NAME(S) OF SELLER (TYPED OR PRINTED)	SIGNATURE(S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
	ADAMS AVIATION SERVICES INC., TRUSTEE		DIRECTOR
ACKNOWLEDGMENT (NOT REQUIRED FOR PURPOSES OF FAA RECORDING; HOWEVER, MAY BE REQUIRED BY LOCAL LAW FOR VALIDITY OF THE INSTRUMENT.) ORIGINAL: TO FAA			

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2018 JUL 13 PM 12 07
OKLAHOMA CITY
OKLAHOMA

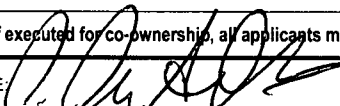


U.S. Department
of Transportation
Federal Aviation
Administration

UNITED STATES OF AMERICA – DEPARTMENT OF TRANSPORTATION
Federal Aviation Administration – Mike Monroney Aeronautical Center

OMB Control No. 2120-0042
Collection Expires 4/30/2017

AIRCRAFT REGISTRATION APPLICATION

UNITED STATES REGISTRATION NUMBER N 430BK		TYPE OF REGISTRATION (Check <u>one</u> box)	
AIRCRAFT MANUFACTURER Gulfstream Aerospace GV-SP (G550) AND MODEL		☐ 1. Individual	
AIRCRAFT SERIAL NUMBER 5024		☐ 2. Partnership	
		☒ 3. Corporation (Includes LLC's)	
		☐ 4. Co-Owner	
		☐ 5. Government	
		☐ 6. Non-Citizen Corporation	
		☐ 7. Non-Citizen Corporation Co-Owner	
NAME(S) OF APPLICANT(S) [Person(s) shown on evidence of ownership. If individual, give last name, first name and middle initial.] Adams Aviation Services, Inc., Trustee			
TELEPHONE NUMBER: (866) 497-8980			
MAILING ADDRESS (Permanent mailing address for first applicant listed above.) NUMBER AND STREET: 3511 Silverside Road, Suite 105			
RURAL ROUTE: _____ P.O. BOX _____			
CITY: Wilmington STATE: DE ZIP: 19810			
PHYSICAL ADDRESS/LOCATION IF PO BOX OR RURAL ROUTE BOX USED FOR MAILING ADDRESS NUMBER AND STREET: _____			
DESCRIPTION OF LOCATION: _____			
CITY: _____ STATE: _____ ZIP: _____			
☐ CHECK HERE IF YOU ARE <u>ONLY</u> 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, Section 1001)			
CERTIFICATION			
I/WE CERTIFY:			
(1) That the above aircraft is owned by the undersigned applicant who either is a citizen (including corporations) of the United States <u>OR</u> meets the aircraft registration citizenship requirements of 14 CFR Part 47 as: (CHECK AND COMPLETE a, b, or c)			
☐ a. A resident alien with alien registration (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 of flight hours are available for inspection at _____			
☐ c. A corporation using a voting trust to qualify Enter name of trustee _____			
(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 next page if necessary.			
1	SIGNATURE: 		DATE: 6-21-2018
	TYPED/PRINTED NAME: C. Cade Adams		TITLE: Director
2	SIGNATURE: _____		DATE: _____
	TYPED/PRINTED NAME: _____		TITLE: _____
3	SIGNATURE: _____		DATE: _____
	TYPED/PRINTED NAME: _____		TITLE: _____
NOTE: When carried in the aircraft with an appropriate current airworthiness certificate or a special flight permit, a copy of this completed application provides authority to operate the aircraft in the United States for up to 90 days.			

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2016 JUN 21 PM 2 57
OKLAHOMA CITY
OKLAHOMA



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Aircraft Registry, PO Box 25504,
Oklahoma City, OK 73125-0504
(405) 954-3116
Toll Free: 1-866-762-9434
Web Address: <https://cares.faa.gov>

DOCUMENT ANNOTATIONS
DOCUMENT ID - ARE009740337

Annotation	Page
Exported - no cert issued	

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

OMB Control No. 2120-0042
Exp. 04/30/2017

AIRCRAFT BILL OF SALE

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

UNITED STATES
REGISTRATION NUMBER **N430BK**

AIRCRAFT MANUFACTURER & MODEL
GULFSTREAM AEROSPACE, GV-SP (G550)

AIRCRAFT SERIAL No.
5024

DOES THIS 21 DAY OF June, 2018
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.)

Adams Aviation Services, Inc., Trustee
3511 Silverside Road, Suite 105
Wilmington, DE 19810

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 21 DAY OF June, 2018

SELLER

NAME(S) OF SELLER (TYPED OR PRINTED)	SIGNATURE(S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
Altitude Aviation Group, LLC	E-SIGNED by GRADY MILLS id.f642e231-b2ad-4cdc-aa7d-a8c762f5eb04	Manager

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

ORIGINAL: TO FAA:

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

181721502501
\$5.00 06/21/2018

I hereby certify that this is a true
and correct copy of the original

[Signature]
AIC



FILED WITH FAA
AIRCRAFT REGISTRATION BR
2018 JUN 21 PM 2 57
OKLAHOMA CITY
OKLAHOMA



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Aircraft Registry, PO Box 25504,
Oklahoma City, OK 73125-0504
(405) 954-3116
Toll Free: 1-866-762-9434
Web Address: <https://cares.faa.gov>

DOCUMENT ANNOTATIONS
DOCUMENT ID - ARE009740336

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Orig BOS #0335 ret'd to AIC	



U.S. Department
of Transportation
Federal Aviation
Administration

UNITED STATES OF AMERICA – DEPARTMENT OF TRANSPORTATION
Federal Aviation Administration – Mike Monroney Aeronautical Center

OMB Control No. 2120-0042
Collection Expires 4/30/2017

AIRCRAFT REGISTRATION APPLICATION

UNITED STATES REGISTRATION NUMBER N 430BK	TYPE OF REGISTRATION (Check <u>one</u> box) ☐ 1. Individual ☐ 2. Partnership ☒ 3. Corporation (Includes LLC's) ☐ 4. Co-Owner ☐ 5. Government ☐ 8. Non-Citizen Corporation ☐ 9. Non-Citizen Corporation Co-Owner	
AIRCRAFT MANUFACTURER AND MODEL GULFSTREAM, G-550		
AIRCRAFT SERIAL NUMBER 5024		
NAME(S) OF APPLICANT(S) (Person(s) shown on evidence of ownership. If individual, give last name, first name and middle initial.) Altitude Aviation Group LLC		
TELEPHONE NUMBER: (949) 813.8432		
MAILING ADDRESS (Permanent mailing address for first applicant listed above.) NUMBER AND STREET: 4100 Campus Drive Ste 220		
RURAL ROUTE: _____ P.O. BOX _____		
CITY: Newport Beach STATE: CA ZIP: 92660		
PHYSICAL ADDRESS/LOCATION IF PO BOX OR RURAL ROUTE BOX USED FOR MAILING ADDRESS NUMBER AND STREET: _____		
DESCRIPTION OF LOCATION: _____		
CITY: _____ STATE: _____ ZIP: _____		
☒ CHECK HERE IF YOU ARE <u>ONLY</u> 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, Section 1001)		
<u>CERTIFICATION</u>		
I/WE CERTIFY:		
(1) That the above aircraft is owned by the undersigned applicant who either is a citizen (including corporations) of the United States OR meets the aircraft registration citizenship requirements of 14 CFR Part 47 as: (CHECK AND COMPLETE a, b, or c) ☐ a. A resident alien with alien registration (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 of flight hours are available for inspection at _____ ☐ c. A corporation using a voting trust to qualify Enter name of trustee _____		
(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 next page if necessary.		
1	SIGNATURE: E-SIGNED by GRADY MILLS id.48e828eb-9586-478b-b911-f0bb01d3a655	DATE: 3-30-18
	TYPED/PRINTED NAME: Grady Mills	TITLE: Manager
2	SIGNATURE: _____	DATE: _____
	TYPED/PRINTED NAME: _____	TITLE: _____
3	SIGNATURE: _____	DATE: 180920807292 \$5.00 04/02/2018
	TYPED/PRINTED NAME: _____	TITLE: _____
NOTE: When carried in the aircraft with an appropriate current airworthiness certificate or a special flight permit, a copy of this completed application provides authority to operate the aircraft in the United States for up to 90 days.		

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2018 APR 2 PM 7 41
OKLAHOMA CITY
OKLAHOMA



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Aircraft Registry, PO Box 25504,
Oklahoma City, OK 73125-0504
(405) 954-3116
Toll Free: 1-866-762-9434
Web Address: <https://cares.faa.gov>

DOCUMENT ANNOTATIONS
DOCUMENT ID - ARE009519212

Annotation	Page
REV/ DOI 03/30/2018	



U.S. Department
of Transportation

**Federal Aviation
Administration**

**Flight Standards Service
Aircraft Registration Branch**

**P.O. Box 25504
Oklahoma City, Oklahoma 73125-0504
(405) 954-3116
Toll Free: 1-866-762-9434
WEB Address: <http://registry.faa.gov>**

Date of Issue: March 30, 2018

ALTITUDE AVIATION GROUP LLC
4100 CAMPUS DR STE 200
NEWPORT BEACH, CA 92660-1931
|||||

HAND DELIVERED TO AIC IN THE PD ROOM

T182290 This facsimile must be carried in the Aircraft as a Temporary Certificate of
Registration for

N430BK GULFSTREAM AEROSPACE GV-SP (G550) Serial 5024 and is valid until Apr
29, 2018.

This is not an airworthiness certificate. For airworthiness information, contact the nearest
Federal Aviation Administration Flight Standards District Office.

for

Ken W. Thompson
Manager, Aircraft Registration Branch
Federal Aviation Administration

MEMORANDUM TO THE FILE

LINDA ADAMS

ID

March 30, 2018

DATE

A Prior Record search was performed for GULFSTREAM AEROSPACE GV-SP (G550), 5024 on March 30, 2018. Search results:

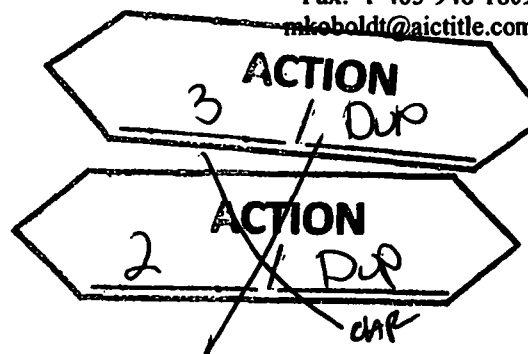
Prior Record N424GA

Re-instated as N430BK



Phone: 1-800-288-2519, EXT 321
Outside the US: 1-405-948-1811
Fax: 1-405-948-1869
mkoboldt@aictitle.com

Accepted KF Mar/30/2018



March 30 2018
Hand Delivered

Federal Aviation Administration-**IMPORT DESK PRIORITY**
Civil Aviation Registry
Aircraft Registration Branch
Oklahoma City, OK

In re: Gulfstream G-550, N430BK, SN: 5024

Ladies and Gentlemen:

Enclosed:

①

Bill of Sale
Seller: Beijing Capital Airlines Co., LTD
Purchaser: Altitude Aviation Group LLC

Aircraft Registration Application by Altitude Aviation Group LLC

Copy of confirmation of deregistration by China

② Please assign N430BK, reservation request was filed 3/26/18

③

Please prepare a temporary certificate by wire and hand to AIC, P.D. Room. Please record the certified copies of the documents and return recorded originals and **ORIGINAL REGISTRATION CERTIFICATE** to AIC Title Service in the Public Documents Room. If for any reason you find any of these documents to be unacceptable for recordation or not needed for FAA records, please return them to AIC Title Service, LLC in the Public Documents Room.

Sincerely,


Melissa Koboldt
AIC Title Service, LLC Staff

FAA FEE: \$15.00

180890849282
\$10.00 03/30/2018

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2018 MAR 30 PM 8 45
OKLAHOMA CITY
OKLAHOMA



U.S. Department
of Transportation
Federal Aviation
Administration

UNITED STATES OF AMERICA – DEPARTMENT OF TRANSPORTATION
Federal Aviation Administration – Mike Monroney Aeronautical Center

OMB Control No. 2120-0042
Collection Expires 4/30/2017

AIRCRAFT REGISTRATION APPLICATION

UNITED STATES REGISTRATION NUMBER N430BK	TYPE OF REGISTRATION (Check <u>one</u> box) ☐ 1. Individual ☐ 2. Partnership ☒ 3. Corporation (Includes LLC's) ☐ 4. Co-Owner ☐ 5. Government ☐ 6. Non-Citizen Corporation ☐ 7. Non-Citizen Corporation Co-Owner
AIRCRAFT MANUFACTURER AND MODEL GULFSTREAM, G-550	
AIRCRAFT SERIAL NUMBER 5024	
NAME(S) OF APPLICANT(S) [Person(s) shown on evidence of ownership. If individual, give last name, first name and middle initial.] Altitude Aviation Group LLC	
TELEPHONE NUMBER: (949) 813.8432	
MAILING ADDRESS (Permanent mailing address for first applicant listed above.) NUMBER AND STREET: 4100 Campus Drive Ste 200 RURAL ROUTE: _____ P.O. BOX _____ CITY: Newport Beach STATE: CA ZIP: 92660	
PHYSICAL ADDRESS/LOCATION IF P.O. BOX OR RURAL ROUTE BOX USED FOR MAILING ADDRESS NUMBER AND STREET: _____ DESCRIPTION OF LOCATION: _____ CITY: _____ STATE: _____ ZIP: _____	
☐ 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, Section 1001)	
<u>CERTIFICATION</u>	
I/WE CERTIFY:	
(1) That the above aircraft is owned by the undersigned applicant who either is a citizen (including corporations) of the United States <u>OR</u> meets the aircraft registration citizenship requirements of 14 CFR Part 47 as: (CHECK AND COMPLETE a, b, or c) ☐ a. A resident alien with alien registration (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 of flight hours are available for inspection at _____ ☐ c. A corporation using a voting trust to qualify Enter name of trustee _____	
(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 next page if necessary.	
1	SIGNATURE: E-SIGNED by GRADY MILLS DATE: 03-30-08 Id.73d574c8-2366-46a4-b13b-eb3a6e367cec
	TYPED/PRINTED NAME: Grady Mills TITLE: Manager
2	SIGNATURE: _____ DATE: _____
	TYPED/PRINTED NAME: _____ TITLE: _____
3	SIGNATURE: _____ DATE: _____
	TYPED/PRINTED NAME: _____ TITLE: _____
NOTE: When carried in the aircraft with an appropriate current airworthiness certificate or a special flight permit, a copy of this completed application provides authority to operate the aircraft in the United States for up to 90 days.	

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2018 MAR 30 PM 8 45
OKLAHOMA CITY
OKLAHOMA

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

OMB Control No. 2120-0042
Exp. 04/30/2017

AIRCRAFT BILL OF SALE

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

UNITED STATES
REGISTRATION NUMBER

N430BK

AIRCRAFT MANUFACTURER & MODEL
GULFSTREAM, G-550

AIRCRAFT SERIAL No.
5024

DOES THIS 30th DAY OF March, 2018
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.)

Altitude Aviation Group LLC
4100 Campus Drive Ste 200
Newport Beach, CA 92660

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 March, 2018

SELLER

NAME(S) OF SELLER (TYPED OR PRINTED)	SIGNATURE(S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
Beijing Capital Airlines Co., LTD	E-SIGNED by WU WENDING id.988d7bb8-22c5-4c8b-8a97-aed87dea8501	General Manager

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

180890849282
\$5.00 03/30/2018

ORIGINAL: TO FAA:

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

I hereby certify that this is a true
and correct copy of the original

Melanie K...
AIC



K

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2018 MAR 30 AM 8 45
OKLAHOMA CITY
OKLAHOMA



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Aircraft Registry, PO Box 25504,
Oklahoma City, OK 73125-0504
(405) 954-3116
Toll Free: 1-866-762-9434
Web Address: <https://cares.faa.gov>

DOCUMENT ANNOTATIONS
DOCUMENT ID - ARE009515631

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中国民用航空局

Civil Aviation Administration of China

民用航空器注销登记函件 编号/No.: DR1055

De-registration Confirmation

■ 经审核, 下列民用航空器符合《民用航空器国籍登记规定》第十七条, 已注销其国籍登记:

This is to confirm that the following aircraft has been de-registered from China Civil Aircraft Registry.

下述已注销国籍登记的航空器上的国籍标志和登记标志应当予以去除或覆盖。

The Nationality and Registration Marks of the aircraft which has been de-registered from China Civil Aircraft Registry should be removed or covered.

□ 经审核, 下列民用航空器未在中国进行国籍登记:

This is to confirm that the following aircraft has never been entered into China Civil Aircraft Registry.

航空器型号 Model	出厂序号 Serial No.	制造人 Manufacturer	原国籍标志和登记标志 Nationality and Registration Marks
GV-SP(G-550)	5024	Gulfstream	B-8100

局长授权/For the Minister of CAAC:

签发人/Signature:

日期/Date of Issuance:

2018-03-30

抄送: 政策法规司、空管行业管理办公室

地区管理局

CC: Air Traffic Management Office

AAC-194(06/2012)

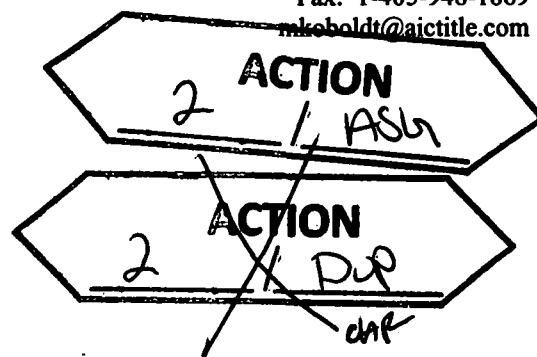
CAR
COPY

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2018 MAR 30 PM 8 45
OKLAHOMA CITY
OKLAHOMA



Phone: 1-800-288-2519, EXT 321
Outside the US: 1-405-948-1811
Fax: 1-405-948-1869
mkoboldt@aictitle.com

Accepted LA Mar/30/2018



March 30 2018
Hand Delivered

Federal Aviation Administration-**IMPORT DESK PRIORITY**
Civil Aviation Registry
Aircraft Registration Branch
Oklahoma City, OK

In re: Gulfstream G-550, N430BK, SN: 5024

Ladies and Gentlemen:

Enclosed:

①

Bill of Sale
Seller: Beijing Capital Airlines Co., LTD
Purchaser: Altitude Aviation Group LLC

Aircraft Registration Application by Altitude Aviation Group LLC

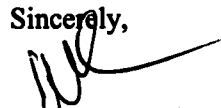
Copy of confirmation of deregistration by China

② Please assign N430BK, reservation request was filed 3/26/18

③

Please prepare a temporary certificate by wire and hand to AIC, P.D. Room. Please record the certified copies of the documents and return recorded originals and **ORIGINAL REGISTRATION CERTIFICATE** to AIC Title Service in the Public Documents Room. If for any reason you find any of these documents to be unacceptable for recordation or not needed for FAA records, please return them to AIC Title Service, LLC in the Public Documents Room.

Sincerely,

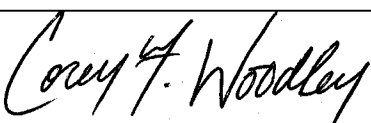

Melissa Koboldt
AIC Title Service, LLC Staff

FAA FEE: \$15.00

180890849282
\$10.00 03/30/2018

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2018 MAR 30 PM 8 45
OKLAHOMA CITY
OKLAHOMA

DEREGISTRATION OF UNITED STATES CIVIL AIRCRAFT

U.S. Registration N-424GA	Temp Yes ☐ No ☒	I.R. Yes ☒ No ☐	Manufacturer GULFSTREAM AEROSPACE	Model GV-SP (G550)	Serial Number 5024
Last Registered Owner <u>WELLS FARGO BANK NORTHWEST NA TRUSTEE</u>					
GENEVA CONVENTION – Lien/Lease Information on File					
☒ None					
☐ Lien	Conveyance No. _____		Lien holder: _____		
☐ Lien	Conveyance No. _____		Lien holder: _____		
☐ Lease	Conveyance No. _____		Lessee: _____		
☐ Lease	Conveyance No. _____		Lessee: _____		
CAPE TOWN TREATY - Lien Information on File					
☐ Written certification was received from IDERA authorized party that all registered interests ranking in priority to authorized party have been discharged or the holders of such interests have consented to the export. Conveyance No. _____ IDERA Authorized Party: _____					
☒ Written certification was received from the owner that all outstanding interests in the FAA aircraft record have been discharged or the holders of such interests have consented to the export.					
☒ None					
☐ Lien	Conveyance No. _____		Lien holder: _____		
☐ Lien	Conveyance No. _____		Lien holder: _____		
☐ Lease	Conveyance No. _____		Lessee: _____		
☐ Lease	Conveyance No. _____		Lessee: _____		
The above registration is to be canceled for the reason checked below:					
☐ Accident					
☐ Totally destroyed or scrapped					
☒ At the request of: ☒ Registrant ☐ Owner ☐ IDERA Authorized Party (Export only)					
☐ Revocation					
☐ Other (<i>Specify</i>) _____					
INDEX CHECKED THROUGH: December 9, 2009					
Official approving the cancellation: Name: COREY WOODLEY			TIME: 10:00 AM CST		DATE: December 9, 2009
CONFIRM TO: <u>CHINA, PEOPLE'S REPUBLIC</u>					
FOREIGN MARKINGS: _____					
COPY TO: ☒ WIRE ☐ MAIL					
IATS PD ROOM					
The above registration has been canceled and records adjusted accordingly. 					DATE: December 9, 2009

TELEGRAPHIC MESSAGE

NAME OF AGENCY FEDERAL AVIATION ADMINISTRATION MIKE MONRONEY AERONAUTICAL CENTER OKLAHOMA CITY, OKLAHOMA 73125	PRECEDENCE ACTION: PRIORITY INFO:	SECURITY CLASSIFICATION UNCLASSIFIED
ACCOUNTING CLASSIFICATION	DATE/TIME PREPARED 12/9/2009 10:45:42 AM	FILE
FOR INFORMATION CALL		
NAME MARSHA KNIGHT AFS-757	PHONE NUMBER 405-954-3116	TYPE OF MESSAGE SINGLE ADDRESS
THIS SPACE FOR USE OF COMMUNICATION UNIT		
MESSAGE TO BE TRANSMITTED (Use double spacing and all capital letters)		

TO:

FAX: 86-10-64091327
GENERAL ADMINISTRATION OF CIVIL AVIATION OF
CHINA
BEIJING, CHINA

THIS CONFIRMS DEREGISTRATION OF N424GA GULFSTREAM AEROSPACE GV-SP (G550) SERIAL NUMBER 5024 FROM THE UNITED STATES CIVIL AIRCRAFT REGISTER EFFECTIVE 10:00 AM CST DECEMBER 9 2009. OUR RECORDS SHOW NO UNRELEASED RECORDED LIENS AGAINST THE AIRCRAFT. THE LAST REGISTERED OWNER WAS WELLS FARGO BANK NORTHWEST NA - TRUSTEE.



for

WALTER L. BINKLEY
MANAGER, FAA AIRCRAFT REGISTRY AFS-750
FEDERAL AVIATION ADMINISTRATION

CC: IATS COREY WOODLEY	SECURITY CLASSIFICATION	
	PAGE NO. 1	NO. OF PGS 1

**WELLS
FARGO**

Wells Fargo Bank Northwest, N.A.
Corporate Trust Lease Group

MAC U1228-120
299 South Main Street, 12th Floor
Salt Lake City, UT 84111
801 246-5630
801 246-5053 Fax
www.wellsfargocorptrust.com

Accepted CW Dec/09/2009

EXPORT

December 9, 2009

Federal Aviation Administration
FAA Aircraft Registry
P. O. Box 25504
Oklahoma City, Oklahoma 73125

Re: Request to Deregister Aircraft

Ladies and Gentlemen:

Wells Fargo Bank Northwest, National Association, as Owner Trustee of one (1) Gulfstream Aerospace® G550 aircraft bearing manufacturer's serial number 5024 and U.S. Registration No. N424GA (the "Aircraft"), hereby requests immediate cancellation of its U.S. Registration, as the Aircraft is being exported to The Peoples Republic of China
*GV-SP

☐ We certify that the holders of all interests ranking in priority have consented to the cancellation of the U.S. registration of the Aircraft.

☒ We certify that there are no registered interests ranking in priority that have not been discharged.

Please identify the last registered owner of the Aircraft in your deregistration telex to The Peoples Republic of China

Upon cancellation of U.S. registration, please notify your counterpart in The Peoples Republic of China and send a copy of your Standard Form 14 to the attention of Insured Aircraft Title Service in your public documents room.

Wells Fargo Bank Northwest, National Association, not in its individual capacity but solely as Owner Trustee

By: Michael Arsenault
Name: Michael Arsenault
Title: Assistant Vice President

Please send copy of wire confirming deregistration to IATS in PD Room AND
Fax to 684-5002

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2009 DEC 9 AM 9 43
OKLAHOMA CITY
OKLAHOMA



**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>

Date of Issue: September 25, 2009

WELLS FARGO BANK NORTHWEST NA TRUSTEE
299 SOUTH MAIN STREET 12TH FL
MAC U1228-120
SALT LAKE CITY, UT 84111
|||

Fax 405-681-5356

ATTENTION: IATS

T094772 This facsimile must be carried in the Aircraft as a Temporary Certificate of Registration for

N424GA GULFSTREAM AEROSPACE GV-SP (G550) Serial 5024 and is valid until Oct 25, 2009.

This is not an airworthiness certificate. For airworthiness information, contact the nearest Federal Aviation Administration Flight Standards District Office.

Vanesia Dodson

for

Walter Binkley
Manager, FAA Aircraft Registry, AFS-750
Federal Aviation Administration

PRIORITY

PRIORITY

Accepted DV Sep/25/2009

DECLARATION OF INTERNATIONAL OPERATIONS

Wells Fargo Bank Northwest, National Association, ^{Aerospace}not in its individual capacity but solely as owner trustee, as the owner of one (1) Gulfstream GV-SP (G550) aircraft bearing manufacturer's serial number 5024 and United States Registration N424GA, hereby declares that this aircraft is scheduled to make an international flight on 9-27-09, 2009 as Flight Number N/A, departing Savannah, GA with a destination of Shanghai, China

Expedited registration is required in support of the scheduled international operation of this aircraft.

Whoever, in any matter within the jurisdiction of the executive branch of the Government of the United States, knowingly and willfully makes or uses any false writing or document knowing the same to contain any materially false, fictitious or fraudulent statement of representation shall be fined under Title 18 United States Code or imprisoned not more than 5 years, or both. 18 U.S.C. §1001(a).

Name of Company: WELLS FARGO BANK NORTHWEST,
NATIONAL ASSOCIATION, not in its
individual capacity, but solely as owner trustee

Typed name of signer: Michael Arsenault

Telephone number of signer: 801-246-5630

Signature:

Michael Arsenault

Title: Asst. Vice President

Date:

9-25-09

Please hand flywire to IATS in PD Room
Fax: 681-5356

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2009 SEP 25 AM 10 21
OKLAHOMA CITY
OKLAHOMA

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION-MIKE MONROEY AERONAUTICAL CENTER AIRCRAFT REGISTRATION APPLICATION	
UNITED STATES REGISTRATION NUMBER	N 424GA
AIRCRAFT MANUFACTURER & MODEL Gulfstream GV-SP G550	
AIRCRAFT SERIAL No. 5042	

CERT. ISSUE DATE

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.)

Wells Fargo Bank Northwest, National Association,
not in its individual capacity but solely as Owner
Trustee under a Trust Agreement dated as of **September 25, 2009**.

TELEPHONE NUMBER: (**801**, **246-5630**

ADDRESS (Permanent mailing address for first applicant listed.) (If P.O. BOX is used, physical address must also be shown.)

Number and street: **299 South Main Street, 12th FL, MAC U1228-120**

Rural Route:

P.O. Box:

CITY Salt Lake City	STATE Utah	ZIP CODE 84111
-------------------------------	----------------------	--------------------------

- ☐ **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 <i>Michael Arsenault</i>	TITLE Asst. Vice President	DATE 9-25-09
	SIGNATURE Michael Arsenault	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.

FILED WITH FAA
AIRCRAFT REGISTRATION BR

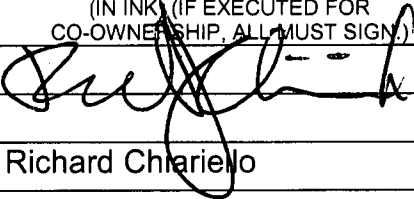
2009-SEP 25 PM 10 21

OKLAHOMA CITY
OKLAHOMA

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 \$1.00 & OVC THE UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:	
UNITED STATES	
REGISTRATION NUMBER N 424GA	
AIRCRAFT MANUFACTURER & MODEL GULFSTREAM AEROSPACE CORPORATION GV-SP(G550)	
AIRCRAFT SERIAL NO. 5024	
DOES THIS <u>25</u> DAY OF SEPTEMBER 2009 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.) Wells Fargo Bank Northwest, National Association, not in its individual capacity, but solely as Owner Trustee under a Trust Agreement dated as of September <u>25</u>, 2009. MAC U1228-120 299 South Main Street, 12th Floor Salt Lake City, UT 84111			092681025599 \$5.00 09/25/2009
	DEALER CERTIFICATE NUMBER			
AND TO <u>ITS</u> EXECUTORS, ADMINISTRATORS, AND ASSIGNS TO HAVE AND TO HOLD SINGULARLY THE SAID AIRCRAFT FOREVER, AND WARRANTS THE TITLE THEREOF.				
IN TESTIMONY WHEREOF <u>I</u> HAVE SET <u>MY</u> HAND AND SEAL THIS <u>25</u> DAY OF SEPTEMBER 2009				
SELLER	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)	
	GULFSTREAM AEROSPACE			
	CORPORATION			
		Richard Chariello	Manager	
ACKNOWLEDGEMENT (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

092681025599
09/25/2009

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2009 SEP 25 AM 10 21
OKLAHOMA CITY
OKLAHOMA



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>**

Date of Issue: April 2, 2009

**GULFSTREAM AEROSPACE CORP
500 GULFSTREAM ROAD MS B-16
SAVANNAH, GA 31407
|||||**

HAND DELIVERED TO ARTC IN THE PD ROOM

T091697 This facsimile must be carried in the Aircraft as a Temporary Certificate of
Registration for

N424GA GULFSTREAM AEROSPACE GV-SP (G550) Serial 5024 and is valid until May
02, 2009.

This is not an airworthiness certificate. For airworthiness information, contact the nearest
Federal Aviation Administration Flight Standards District Office.

Natalie Wilkowske

for

Walter Binkley
Manager, FAA Aircraft Registry, AFS-750
Federal Aviation Administration

MEMORANDUM TO THE FILE

NW
ID

04/2/2009
DATE

AIRCRAFT: N424GA

DOCUMENT RETURNED April 2, 2009 (date)

Date received: April 1, 2009

Reason returned: Dup Import confirmation Doc ID 4341

REVISED CERTIFICATE ISSUED April 2, 2009 (date)

MEMORANDUM TO THE FILE

MICHAEL GORMAN

ID

04/2/2009

DATE

AIRCRAFT: N424GA

AIRCRAFT DESCRIPTION CHANGE

N-number: 424GA

Serial number: 5024

Make: GULFSTREAM AEROSPACE

Model: GV-SP (G550) (MMSC) 3980203

Reason: ☐ N number change

☒ FAA 8130-6

☐ Other:



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>**

Date of Issue: March 13, 2009

**GULFSTREAM AEROSPACE CORP
500 GULFSTREAM ROAD MS B-16
SAVANNAH, GA 31407
|||||**

HAND DELIVERED TO ARTC IN THE PD ROOM

T091309 This facsimile must be carried in the Aircraft as a Temporary Certificate of
Registration for

N424GA GULFSTREAM AEROSPACE G-V Serial 5024 and is valid until Apr 12, 2009.

This is not an airworthiness certificate. For airworthiness information, contact the nearest
Federal Aviation Administration Flight Standards District Office.

Vanesia Dodson

for

Walter Binkley
Manager, FAA Aircraft Registry, AFS-750
Federal Aviation Administration

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION-MIKE MONRONEY AERONAUTICAL CENTER AIRCRAFT REGISTRATION APPLICATION	
UNITED STATES REGISTRATION NUMBER	N 424GA
AIRCRAFT MANUFACTURER & MODEL Gulfstream Aerospace GV-SP G550	
AIRCRAFT SERIAL No.	5024

CERT. ISSUE DATE

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.)

Gulfstream Aerospace Corporation

TELEPHONE NUMBER: ()

ADDRESS (Permanent mailing address for first applicant listed.) (If P.O. BOX is used, physical address must also be shown.)

Number and street: 500 Gulfstream Road MS B-16

Rural Route:

P.O. Box:

CITY Savannah	STATE Georgia	ZIP CODE 31407
------------------	------------------	-------------------

- ☐ **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:

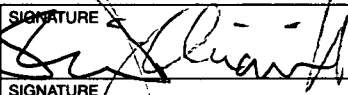
CHECK ONE AS APPROPRIATE:

- 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 3-12-09
	SIGNATURE Richard Chiariello	TITLE Manager	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.

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2009 MAR 12 PM 11 22
OKLAHOMA CITY
OKLAHOMA

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 \$1.00 & OVC THE UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:	
UNITED STATES	
REGISTRATION NUMBER N 424GA	
AIRCRAFT MANUFACTURER & MODEL GULFSTREAM AEROSPACE GV-SP G550	
AIRCRAFT SERIAL NO. 5024	
DOES THIS <u>12th</u> DAY OF <u>March</u> , 2009, HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:	

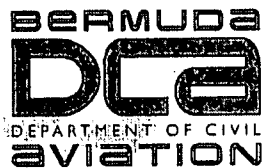
Do Not Write In This Block
FOR FAA USE ONLY

PURCHASER	NAME AND ADDRESS (IF INDIVIDUAL (S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL.) GULFSTREAM AEROSPACE CORPORATION 500 GULFSTREAM ROAD MS B-16 SAVANNAH, GA 31407		
	DEALER CERTIFICATE NUMBER <u>successors</u>		
AND TO <u>ITS</u> EXECUTORS, ADMINISTRATORS, AND ASSIGNS TO HAVE AND TO HOLD SINGULARLY THE SAID AIRCRAFT FOREVER, AND WARRANTS THE TITLE THEREOF.			
IN TESTIMONY WHEREOF <u>WE</u> HAVE SET <u>OUR</u> HAND AND SEAL THIS <u>12th</u> DAY OF <u>March</u> , 2009.			
SELLER	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
	ISPAT Aviation Limited		Director
ACKNOWLEDGEMENT (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

090711130446
\$5.00 03/12/2009

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2009 MAR 12 PM 11 22
OKLAHOMA CITY
OKLAHOMA



12 March 2009

Via Fax: 1-405-954-8068

Federal Aviation Administration
Aviation Standards
National Field Office
P.O. Box 25082
Oklahoma City
Oklahoma 73125
U.S.A.

Attention: Import Examiner

Dear Sir,

**ISPAT AVIATION LTD
GULFSTREAM GV-SP – S/N 5024 - VP-BLA
CANCELLATION OF REGISTRATION**

This is to confirm that Gulfstream GV-SP serial number 5024 registered in the name of Ispat Aviation Ltd, bearing nationality and registration marks VP-BLA was, acting upon duly authorised instructions from the Company, conveyed in a letter dated 12 March 2009, removed from the Bermuda Register of Aircraft at 1554 hours Bermuda local time, (1954 hours UTC) on Thursday 12 March 2009.

I confirm that, to the best of my knowledge and subject to any matters not disclosed to me, at the time of de-registration, the aircraft is free of any and all liens or other encumbrances.

Yours Sincerely

A handwritten signature in dark ink, appearing to read "Chris W. Pearce", written over a horizontal line.

**Chris W. Pearce
Operations Officer**



FILED WITH FAA
AIRCRAFT REGISTRATION BR
2009 MAR 12 PM 2 37
OKLAHOMA CITY
OKLAHOMA

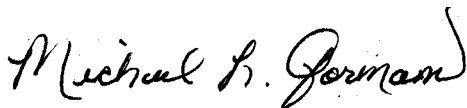
TELEGRAPHIC MESSAGE

NAME OF AGENCY FEDERAL AVIATION ADMINISTRATION MIKE MONRONEY AERONAUTICAL CENTER OKLAHOMA CITY, OKLAHOMA 73125	PRECEDENCE ACTION: PRIORITY INFO:	SECURITY CLASSIFICATION UNCLASSIFIED
ACCOUNTING CLASSIFICATION	DATE/TIME PREPARED 2/17/2009 7:42:34 AM	FILE
FOR INFORMATION CALL		
NAME JEANNIE VANNEST AFS-753	PHONE NUMBER 405-954-4206	TYPE OF MESSAGE SINGLE ADDRESS
THIS SPACE FOR USE OF COMMUNICATION UNIT NOT TRANSMITTED VIA FAX, BUT HAND DELIVERED TO MS. LISA THOMAS GASKIN WITH AERO RECORDS & TITLE CO. IN THE PD ROOM.		
MESSAGE TO BE TRANSMITTED (Use double spacing and all capital letters)		

TO:

GULFSTREAM AEROSPACE CORP
ATTN: MS. SUSAN REEVES, ADMIN
500 GULFSTREAM RD M/S B-16
SAVANNAH, GA 31407

UNITED STATES IDENTIFICATION MARK N424GA HAS BEEN ASSIGNED TO GULFSTREAM AEROSPACE G-V SERIAL
NUMBER 5024 MODE S TRANSPONDER CODE 51205422 EFFECTIVE FEBRUARY 17, 2009.



for

WALTER L. BINKLEY
MANAGER, FAA AIRCRAFT REGISTRY AFS-750
FEDERAL AVIATION ADMINISTRATION

MICHAEL GORMAN	SECURITY CLASSIFICATION	
	PAGE NO. 1	NO. OF PGS 1

MEMORANDUM TO THE FILE

MICHAEL GORMAN

ID

02/17/2009

DATE

A Prior Record search was performed for GULFSTREAM AEROSPACE G-V, 5024 on 2/17/2009. Search results:

Prior Record N924GA

Re-instated as N424GA

February 12, 2009

Federal Aviation Administration
Civil Aviation Registry
Aircraft Registration Branch

Attention: CENTRAL RECORDS / IMPORT DESK

Gentlemen/Ladies:

We hereby request assignment of special registration number
N424GA to the following described aircraft which is
being imported to the U.S. from Bermuda:

Make/Model: Gulfstream Aerospace GV-SP (G550)

Serial No.: 5024

We hereby certify we will not paint the registration number on the aircraft until FAA
Oklahoma City has been notified of deregistration by the appropriate officials of
Bermuda.

Please prepare a wire confirming assignment of the registration number, and hand the
wire to ARTC in the Public Documents Room to transmit to us via telefax.

Please address the wire as follows:

Gulfstream Aerospace Corporation
Attn: Susan Reeves, Administrator
500 Gulfstream Road M/S B-16
Savannah, Georgia 31407
Phone: 912-965-4467

Thank you,

GULFSTREAM AEROSPACE CORPORATION

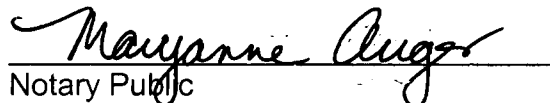
By: 

Susan Reeves
Administrator

Subscribed and sworn to before me this 12th day of February, 2009.

My commission expires

MARYANNE AUGER
NOTARY PUBLIC, EFFINGHAM COUNTY, GEORGIA
MY COMMISSION EXPIRES MAR. 07, 2010


Notary Public



FILED WITH FAA
AIRCRAFT REGISTRATION NO.
2009 FEB 13 3:15 PM
OKLAHOMA CITY
OKLAHOMA
OKLAHOMA COUNTY, GEORGIA
MADE A 1012

TELEGRAPHIC MESSAGE

NAME OF AGENCY FEDERAL AVIATION ADMINISTRATION MM AERONAUTICAL CENTER OKLAHOMA CITY, OKLAHOMA 73125		PRECEDENCE ACTION: PRIORITY INFO:		SECURITY CLASSIFICATION UNCLASS	
ACCOUNTING CLASSIFICATION		DATE PREPARED AUGUST 10, 2004		FILE	
FOR INFORMATION CALL					
NAME SANDI RUSHING		PHONE NUMBER X4-3116		TYPE OF MESSAGE ☐ SINGLE ☐ BOOK ☐ MULTIPLE-ADDRESS	
AFS-752					
THIS SPACE FOR USE OF COMMUNICATION UNIT					
MESSAGE TO BE TRANSMITTED (Use double spacing and all capital letters)					
TO: FAX: 1-441-293-2417 BERMUDA DEPARTMENT OF CIVIL AVIATION BERMUDA INTERNATIONAL AIRPORT ST GEORGES GE CX, BERMUDA THIS CONFIRMS DEREGISTRATION OF N924GA GULFSTREAM AEROSPACE G-V SERIAL 5024 FROM THE UNITED STATES CIVIL AIRCRAFT REGISTER EFFECTIVE 07:30 AM CDT, AUGUST 10, 2004. OUR RECORDS SHOW NO UNRELEASED RECORDED LIENS AGAINST AIRCRAFT. <i>Norma Teck</i> _____ for WALTER BINKLEY MANAGER, FAA AIRCRAFT REGISTRY AFS-750 FEDERAL AVIATION ADMINISTRATION CC: ARTC-PD ROOM					
HEDRICK:sh		PAGE NO. 1		NO. OF PGS. 1	
SECURITY CLASSIFICATION					

DEREGISTRATION OF UNITED STATES CIVIL AIRCRAFT

Aircraft Registration No. N-924GA	Manufacturer and Model GULFSTREAM AEROSPACE G-V	Serial Number 5024
Last Registered Owner GULFSTREAM AEROSPACE CORP 500 GULFSTREAM RD #B-16 SAVANNAH GA 31407	Lien Information on File: ☒ None ☐ Outstanding Recorded Conveyance No. _____	LIENHOLDER:
The above registration is to be canceled for the reason checked below:		
☐ Accident ☐ Totally destroyed or scrapped ☐ At the request of: ☐ Registrant ☐ Owner ☐ Revocation ☐ AC Form 8050-73 Action ☐ Other (<i>Specify</i>) _____ ☒ Exported to: <u>BERMUDA</u>		
Official approving the cancellation: Name: Wendy Hedrick <i>W. Hedrick</i>		INDEX CHECKED THROUGH: 8/9/04
Official approving the cancellation: Name: Wendy Hedrick <i>W. Hedrick</i>		TIME: 07:30 AM CDT
CONFIRM TO: <u>BERMUDA</u> FOREIGN MARKINGS: _____ CHARGE INFO WIRE TO:		DATE: August 10, 2004
CONFIRM TO: <u>BERMUDA</u> FOREIGN MARKINGS: _____ CHARGE INFO WIRE TO: COPY TO: ☒ WIRE ☐ MAIL ARTC - PD ROOM		
The above registration has been canceled and records adjusted accordingly. Records Clerk:		DATE: August 10, 2004 MM AUG 10 2004

1941-1942

Gulfstream

A GENERAL DYNAMICS COMPANY

August 9, 2004

AUG 10 2004

Federal Aviation Administration
Aviation Registry Division
Department of Transportation
P.O. Box 22504
Oklahoma City, OK 73125

Subject: Gulfstream Aerospace GV- SP (G550), Serial Number 5024 N924GA

Dear Sir or Madam:

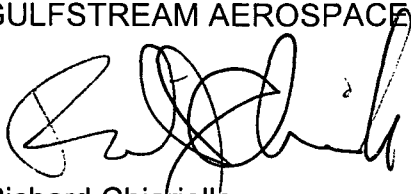
Please be advised that Gulfstream Aerospace Corporation is hereby requesting that Gulfstream Aerospace GV-SP (G550) Serial Number 5024, N924GA be deregistered and removed from the US Registry effective this date. This aircraft is being sold and will be exported to BERMUDA.

We ask that you urgently expedite the deregistration of this aircraft and hand a copy of the Deregistration Wire to ARTC in the PD room.

Thank you for your timely assistance with this matter.

Sincerely,

GULFSTREAM AEROSPACE CORPORATION



Richard Chiariello
Sr. Contract Manager

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2004 AUG 9 PM 11 17
OKLAHOMA CITY
OKLAHOMA



U.S. Department
of Transportation
Federal Aviation
Administration

Flight Standards Service
Civil Aviation Registry, AFS-700

P.O. Box 25504
Oklahoma City, Oklahoma 73125-0504

2-1

April 3, 2002

Ms. Mary Brown
Gulfstream Aerospace Corp.
500 Gulfstream Rd. M/S B-16
Savannah, GA 31407

Dear Ms. Brown:

United States identification mark N924GA has been assigned to Gulfstream Aerospace G-V, serial number 5024, Mode S Transponder Code 53146635 as requested by Aero Records & Title Company. 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.

Sincerely,

Jan Higginbotham
Legal Instruments Examiner
Aircraft Registration Branch

2



0 0 0 0 0 0 0 1 9 3 5

AERO RECORDS & TITLE CO.

POST OFFICE BOX 19246
OKLAHOMA CITY, OK 73144PHONE: (405) 239-2507
TOLL-FREE: 1-(800) 654-7202
FAX: (405) 681-2047

March 29, 2002

REQUEST FOR MANUFACTURER N# ASSIGNMENTSFederal Aviation Administration
Civil Aviation Registry
Aircraft Registration Branch
Attention: Central Records(A)
7924 GA
10 APR 03 2002Reference: Registration Number Assignments
(41) GULFSTREAM AEROSPACE G-V AIRCRAFT

Gentlemen/Ladies:

On behalf of our client:

GULFSTREAM AEROSPACE CORPORATION
500 GULFSTREAM ROAD, MAIL STOP B-05
SAVANNAH, GA 31407

Please reserve & assign forty-one (41) special registration numbers as listed on Gulfstream's enclosed "fax" letter.

Please issue 8050-7 forms to Gulfstream at the address shown above. PLEASE HAND COPIES OF THE ASSIGNMENT LETTERS TO ARTC IN THE P.D. ROOM.

The necessary \$410.00 fee for reservation of the special registration numbers is enclosed.

Thank you,


LISA THOMAS GASKIN
Senior Administrator
Special Services

/lg

Enclosures: letter by Gulfstream & check in amt of \$410.00.

CC: Carol Rowley /Gulfstream

020881524438
\$410.00 03/29/2002

1-4

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2002 MAR 29 PM 3 20
OKLAHOMA CITY
OKLAHOMA

0 0 0 0 0 0 0 1 9 3 6

1-3

Gulfstream

A GENERAL DYNAMICS COMPANY

March 28, 2002

FAA
c/o Mrs. Lisa Gaskin
Aero Records & Title Company
3300 South Lakeside Drive
Oklahoma City, OK 73139

Dear Mrs. Gaskin:

Please advise the FAA that the listed serial numbers are on hold with fees paid,
and should be assigned as follows to Gulfstream Model Aircraft:

Gulfstream Model GV	S/N 5001	N901GA
Gulfstream Model GV	S/N 5002	N702GA
Gulfstream Model GV	S/N 5003	N703GA
Gulfstream Model GV	S/N 5004	N904GA
Gulfstream Model GV	S/N 5005	N805GA
Gulfstream Model GV	S/N 5006	N906GA
Gulfstream Model GV	S/N 5007	N907GA
Gulfstream Model GV	S/N 5008	N908GA
Gulfstream Model GV	S/N 5009	N909GA
Gulfstream Model GV	S/N 5010	N910GA
Gulfstream Model GV	S/N 5011	N991GA
Gulfstream Model GV	S/N 5012	N812GA
Gulfstream Model GV	S/N 5013	N913GA
Gulfstream Model GV	S/N 5014	N914GA
Gulfstream Model GV	S/N 5015	N915GA
Gulfstream Model GV	S/N 5016	N916GA
Gulfstream Model GV	S/N 5017	N917GA
Gulfstream Model GV	S/N 5018	N518GA
Gulfstream Model GV	S/N 5019	N919GA
Gulfstream Model GV	S/N 5020	N920GA
Gulfstream Model GV	S/N 5021	N921GA
Gulfstream Model GV	S/N 5022	N922GA
Gulfstream Model GV	S/N 5023	N923GA
✓ Gulfstream Model GV	S/N 5024	N924GA
Gulfstream Model GV	S/N 5025	N925GA
Gulfstream Model GV	S/N 5026	N926GA
Gulfstream Model GV	S/N 5027	N927GA
Gulfstream Model GV	S/N 5028	N928GA

1-2

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2002 MAR 29 PM 3 20
OKLAHOMA CITY
OKLAHOMA

0 0 0 0 0 0 0 1 9 3 7

1-1

FAA
March 28, 2002
Page 2

Gulfstream Model GV	S/N 5029	N929GA
Gulfstream Model GV	S/N 5030	N830GA
Gulfstream Model GV	S/N 5031	N931GA
Gulfstream Model GV	S/N 5032	N932GA
Gulfstream Model GV	S/N 5033	N933GA
Gulfstream Model GV	S/N 5034	N934GA
Gulfstream Model GV	S/N 5035	N935GA
Gulfstream Model GV	S/N 5036	N936GA
Gulfstream Model GV	S/N 5037	N637GA
Gulfstream Model GV	S/N 5038	N938GA
Gulfstream Model GV	S/N 5039	N939GA
Gulfstream Model GV	S/N 5040	N940GA
Gulfstream Model GV	S/N 5041	N841GA

Once these "N" numbers have been assigned in the name of Gulfstream Aerospace Corporation, please hand confirmations to ARTC in the PD Room. If the above requested numbers are not available, please contact ~~Mardi Martin~~ *Lisa Gastin* at ARTC immediately.

Thanks for your assistance with this request.

Sincerely,

Mary E. Brown

Mary Brown
Contract Manager

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2002 MAR 29 PM 3 20
OKLAHOMA CITY
OKLAHOMA