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

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YEAR MFG	AIRCRAFT MANUFACTURER	MODEL NUMBER	SERIAL NUMBER	FAA REGISTRATION NUMBER
2008	Gulfstream Aerospace Corporation (aka GULFSTREAM on the International Registry drop down menu)	GV-SP (aka Gulfstream GV-SP (G550) on the International Registry drop down menu)	5173	N212JE (Pending change to N550GP)
ENGINE MAKE	MODEL NUMBER(S)	SERIAL NUMBER(S)		
Rolls-Royce Deutschland Ltd & Co KG (aka ROLLS ROYCE on the International Registry drop down menu)	BR700-710C4-11 (aka BR710 on the International Registry drop down menu)	15449		
Rolls-Royce Deutschland Ltd & Co KG (aka ROLLS ROYCE on the International Registry drop down menu)	BR700-710C4-11 (aka BR710 on the International Registry drop down menu)	15448		
AUXILIARY POWER UNIT MAKE	MODEL NUMBER	SERIAL NUMBER		
HONEYWELL	RE220	P-500		

The word "*Aircraft*" also means and includes without limitation, (a) the Airframe, (b) the Engines, (c) any propellers, and (d) related log books, manuals, diagrams and records.

The word "*Airframe*" means the Aircraft's airframe, together with any and all parts, appliances, components, instruments, accessories, accessions, attachments, equipment, or avionics (including, without limitation, radio, radar, navigation systems, or other electronic equipment) installed in, appurtenant to, or delivered with or in respect of such airframe.

The word "*Engines*" means any engines described above together with any other aircraft engines which either now or in the future are installed on, appurtenant to, or delivered with or in respect of the Airframe, together with any and all parts, appliances, components, accessories, accessions, attachments or equipment installed on, appurtenant to, or delivered with or in respect of such engines. The word "Engines" shall also refer to any replacement aircraft engine which, under this Agreement, is required or permitted to be installed upon the Airframe.

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The word "**Contracts**" means any and all agreements, contracts, service contracts, repair contracts, maintenance contracts, including the Engine Maintenance Program, insurance contracts, leases, purchase agreements, bills of sale and assignments, and any other instruments, contracts, or agreements of any kind with respect to the Collateral.

4. DURATION. This Agreement, including any representations, warranties and covenants contained herein, shall remain continuing, in full force and effect until such time as the Indebtedness secured hereby, including principal, interest, costs, expenses, attorneys' fees and other fees and charges, shall have been paid in full, together with all additional sums that Lender may pay or advance on Grantor's behalf and interest thereon as provided in this Agreement.

5. REPRESENTATIONS, WARRANTIES, AND COVENANTS. Grantor represents, warrants and covenants to Lender at all times while this Agreement is in effect as follows:

5.1 Title. Grantor warrants that Grantor is the lawful owner of the Collateral and holds good and marketable title to the Collateral, free and clear of all Encumbrances except the lien of this Agreement. Grantor is, or concurrent with the completion of the transactions contemplated by this Agreement will be, the registered owner of the Aircraft pursuant to a proper registration under the Transportation Code, and Grantor qualifies in all respects as a citizen of the United States as defined in the Transportation Code. If Grantor acquired its interest in the Aircraft on or after the effective date of the Convention, the ownership rights of Grantor shall be the subject of a valid and subsisting registered contract of sale at the International Registry. Grantor shall defend Lender's rights in the Collateral against the claims and demands of all other persons. The Collateral is not and will not be registered under the laws of any foreign country, and Grantor is and will remain a citizen of the United States as defined in the Transportation Code.

5.2 Authority; Binding Effect, etc. Grantor is a limited liability company which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of California. Grantor is duly authorized to transact business in all other states in which Grantor is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Grantor is doing business. Grantor has the full right, power and authority to enter into the Note, the Related Documents, and this Agreement and to grant a security interest in the Collateral to Lender. The Note, the Related Documents, and this Agreement are binding upon Grantor as well as Grantor's successors and assigns, and are legal, valid and binding obligations of Grantor and are legally enforceable in accordance with their terms. Grantor's principal place of business is 2151 E. Convention Center Way, Suite 222, Ontario, CA 91764, and unless Grantor has designated otherwise in writing, the Grantor's principal place of business is the office at which Grantor keeps its complete logs, manuals, books and records including its complete logs, manuals, books and records concerning the Collateral. Grantor's exact legal name is: N550GP, LLC.

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Grantor has not used any trade, assumed or previous names within the past five years. Grantor has not merged with or into, or transferred all or substantially all of its assets to, any other entity within the past five years. Grantor was situated in the United States, State of California at the time of the conclusion of this Agreement. Grantor has the power to dispose of the Aircraft, as contemplated in the Convention.

6. Authorization. Grantor's execution, delivery, and performance of the Note, this Agreement and all the Related Documents have been duly authorized by all necessary action by Grantor and do not conflict with, result in a violation of, or constitute a default under (1) any provision of Grantor's articles of organization or membership agreements, or bylaws or articles of incorporation, or any agreement or other instrument binding upon Grantor or (2) any law, governmental regulation, court decree, or order applicable to Grantor or to Grantor's properties.

7. Litigation and Claims. No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Grantor is pending or threatened, and no other event has occurred which may materially adversely affect Grantor's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Lender in writing.

8. Taxes. All of Grantor's tax returns and reports that are or were required to be filed, have been filed, and all taxes, assessments and other governmental charges in connection with the Aircraft and the Collateral have been paid in full, except those presently being or to be contested by Grantor in good faith in the ordinary course of business and for which adequate reserves have been provided.

9. Information. All information heretofore or contemporaneously herewith furnished by Grantor to Lender for the purposes of or in connection with this Agreement or any transaction contemplated hereby (including without limitation the description of the Aircraft) is, and all information hereafter furnished by or on behalf of Grantor to Lender will be, true and accurate in every material respect on the date as of which such information is dated or certified; and none of such information is or will be incomplete by omitting to state any material fact necessary to make such information not misleading.

10. Aircraft and Log Books. Grantor will keep accurate and complete logs, manuals, books, and records relating to the Collateral, and will provide Lender with copies of such reports and information relating to the Collateral as Lender may reasonably require from time to time.

11. Airframe and Engines. The Airframe is type certified to transport at least eight persons including crew, or goods in excess of 2750 kilograms and each of the Engines has at least 1750 pounds of thrust or at least 550 rated take off shaft horsepower.

12. Perfection of Security Interest. The security interest granted herein constitutes a valid and subsisting International Interest in the Aircraft under the Convention. Grantor grants and covenants to continue a first priority perfected security interest (including an International Interest) in and to the Collateral in favor of Lender. Grantor agrees to prepare and file financing

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statements and to take whatever other actions are requested by Lender to perfect and continue Lender's security interests in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper if not delivered to Lender for possession by Lender. In particular, Grantor will perform, or will cause to be performed, upon Lender's request, each and all of the following: (1) record, register and file this Agreement (and the IDERA, as defined below), together with such notices, financing statements or other documents or instruments as Lender may request from time to time to carry out fully the intent of this Agreement, with the FAA in Oklahoma City, Oklahoma, United States of America and other governmental agencies, either concurrent with the delivery and acceptance of the Collateral or promptly after the execution and delivery of this Agreement; (2) take all actions necessary to initiate or consent to the registration of an International Interest in the Aircraft (or at Lender's option, a Prospective International Interest) with the International Registry; (3) take all actions necessary to initiate or consent to the registration of any other interests or rights pertaining to the Collateral with the International Registry, as requested in the sole discretion of Lender; (4) furnish to Lender evidence of every such recording, registering, and filing; and (5) execute and deliver or perform any and all acts and things which may be reasonably requested by Lender with respect to complying with or remaining subject to the Geneva Convention, the Convention, the International Registry, the laws and regulations of the FAA, the laws of the United States and the laws and regulation of any of the various states or countries in which the Collateral is or may fly over, operate in, or become located in. Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact for the sole purposes of preparing, executing, and/or filing any documents necessary to perfect, amend or to continue the security interests granted in this Agreement or to demand termination of filings of other secured parties. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantor will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral.

13. Convention Requirements. Prior to funding by Lender, (a) Grantor shall establish a valid and existing account with the International Registry, appoint an Administrator and/or a Professional User acceptable to Lender to initiate or consent to registrations at the International Registry with regard to the Collateral, and initiate the registration of an International Interest (or, at Lender's option, a Prospective International Interest) in the Collateral, with all such steps being completed except for the consent of Lender, (b) Grantor's initiation of such registration at the International Registry shall not have expired or lapsed; (c) Grantor shall execute and Lender shall have received a fully completed and originally executed Irrevocable De-Registration and Export Request Authorization ("**IDERA**"), in the form attached hereto as Exhibit A and acceptable to the FAA and Lender, (d) Grantor shall execute and Lender shall have received a fully completed and originally executed Irrevocable Power of Attorney In Fact (Aircraft Registration), in the form attached hereto as Exhibit B and acceptable to the FAA and Lender, and (e) Grantor's Contract of Sale shall be registered and searchable in the International Registry.

14. Performance of Contracts. Grantor hereby undertakes to perform all of its obligations under the Note, this Agreement, any Related Documents and any Contracts and to

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procure the performance of third parties (other than Lender) under the Related Documents and any Contracts.

15. Notices to Lender. Grantor will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (1) change in Grantor's name; (2) change in Grantor's assumed business name(s); (3) (if Grantor is a business) change in the ownership of the Grantor or management of the Grantor; (4) change in the authorized signer(s); (5) change in Grantor's principal office address; (6) change in Grantor's state of organization; (7) conversion of Grantor to a new or different type of business entity; (8) merger of Grantor with or into, transfer by Grantor of all or substantially all of its assets to, or acquisition by Grantor of all or substantially all of the assets of, any other entity; or (9) change in any other aspect of Grantor that directly or indirectly relates to any agreements between Grantor and Lender. No change in Grantor's name or state of organization will take effect until after Lender has received notice.

16. Location of the Collateral. Grantor will hangar or keep the Collateral at its home airport or base location (the "*Home Airport*"), which is:

Chino Airport (CNO)

17. Maintenance, Use, Repairs, Inspections, and Licenses. Grantor, at its expense, shall do, or cause to be done, in a timely manner with respect to the Collateral each and all of the following:

- 17.1 Grantor shall maintain and keep the Collateral in as good condition and repair as it is on the date of this Agreement, ordinary wear and tear excepted.
- 17.2 Grantor shall maintain and keep the Aircraft in good order and repair and in airworthy condition in accordance with the requirements of the FAA and each of the manufacturers' manuals and mandatory service bulletins and each of the manufacturers' non-mandatory service bulletins which relate to airworthiness, and as recommended or required by any rules, regulations, or guidelines of the FAA and/or the manufacturer.
- 17.3 Grantor shall replace in or on the Airframe, any and all Engines, parts, appliances, instruments or accessories which may be worn out, lost, destroyed or otherwise rendered unfit for use.
- 17.4 Grantor shall cause to be performed, on all parts of the Aircraft, all applicable mandatory airworthiness directives, Federal Aviation Regulations, special Federal Aviation Regulations, and manufacturers' service bulletins relating to airworthiness, the compliance date of which shall occur while this Agreement is in effect.
- 17.5 Grantor shall be responsible for all required inspections of the Aircraft and licensing or re-licensing of the Aircraft in accordance with all applicable FAA and other governmental requirements. Grantor shall at all times cause the Aircraft to

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have on board and in a conspicuous location a current Certificate of Airworthiness issued by the FAA.

17.6 All inspections, maintenance, modifications, repairs, and overhauls of the Aircraft (including those performed on the Airframe, the Engines or any components, appliances, accessories, instruments, or equipment) shall be performed by personnel authorized by the FAA to perform such services.

17.7 If any Engine, component, appliance, accessory, instrument, equipment or part of the Aircraft shall reach such a condition as to require overhaul, repair or replacement, for any cause whatever, in order to comply with the standards for maintenance and other provisions set forth in this Agreement, Grantor may:

(a) Install on or in the Aircraft such items of substantially the same type in temporary replacement of those then installed on the Aircraft, pending overhaul or repair of the unsatisfactory item; provided, however, that such replacement items must be in such a condition as to be permissible for use upon the Aircraft in accordance with the standards for maintenance and other provisions set forth in this Agreement; provided further, however, that Grantor at all times must retain unencumbered title to any and all items temporarily removed; or

(b) Install on or in the Aircraft such items of substantially the same type and value in permanent replacement of those then installed on the Aircraft; provided, however, that such replacement items must be in such condition as to be permissible for use upon the Aircraft in accordance with the standards for maintenance and other provisions set forth in this Agreement; provided further, however, that in the event Grantor shall be required or permitted to install upon the Airframe or any Engine, components, appliances, accessories, instruments, engines, equipment or parts in permanent replacement of those then installed on the Airframe or such Engine, Grantor may do so provided that, in addition to any other requirements of this Agreement:

(i) Lender is not divested of its security interest in and lien upon any item removed from the Aircraft and that no such removed item shall be or become subject to the lien or claim of any person, unless and until such item is replaced by an item of the type and condition required by this Agreement, title to which, upon its being installed or attached to the Airframe, is validly vested in Grantor, free and clear of all liens and claims, of every kind or nature, of all persons other than Lender;

(ii) Grantor's title to every substituted item shall immediately be and become subject to the security interests and liens of Lender and each of the provisions of this Agreement, and each such item shall remain so encumbered and so subject unless it is, in turn, replaced by a substitute item in the manner permitted in this Agreement;

(iii) If an item is removed from the Aircraft and replaced in accordance with the requirements of this Agreement, and if the substituted item satisfies the requirements of this Agreement, including the terms and conditions above, then the item which is removed shall thereupon be free and clear of the security interests and liens of Lender; and

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(iv) Such items are approved in writing by Lender in its sole discretion.

- 17.8 In the event that any Engine, component, appliance, accessory, instrument, equipment or part is installed upon the Airframe, and is not in substitution for or in replacement of an existing item, such additional item shall be considered as an accession to the Airframe.
- 17.9 If the Engines are enrolled in or become enrolled in an "Engine Maintenance Program" at the time of loan application or anytime thereafter, Grantor represents, warrants, and covenants that the Engines will continue to be enrolled in such Engine Maintenance Program while this Agreement is in effect and until all amounts owed to Lender are paid in full. "Engine Maintenance Program" means the engine maintenance program provided by or similar to, but not limited to, any of the following: AlliedSignal's MSP, Allison's Power by the Hour, CFE Corp's CSP, Jet Support Services Inc.'s JSSI, Pratt & Whitney's ESP, Williams/Rolls' PBH, Rolls Royce CorporateCare, and EMS.
- 17.10 If the auxiliary power unit ("*APU*") is enrolled in or becomes enrolled in a long-term maintenance program at the time of loan application or anytime thereafter, Grantor represents, warrants, and covenants that the APU will continue to be enrolled in such maintenance program while this Agreement is in effect and until all amounts owed to Lender are paid in full.
- 17.11 Grantor shall maintain all records, logs, and materials relating to the Aircraft required by, and in accordance with, the FAA and its rules and regulations, regardless of upon whom such requirements are, by their terms, normally imposed.
- 17.12 The Aircraft shall be operated at all times by a currently certified pilot having the minimum total pilot hours and pilot-in-command hours required by FAA rules or regulations and applicable insurance policies.
- 17.13 Grantor shall use, operate, maintain, and store the Aircraft, and every part thereof, carefully and in compliance with all applicable statutes, ordinances, and regulations of all jurisdictions in which the Aircraft is used, and with all applicable insurance policies, manufacturer's recommendations and operating and maintenance manuals, including, without limitation, FAR 91, 121, or 135, as applicable, and all applicable maintenance, service, repair and overhaul manuals and service bulletins published by manufacturers of the Aircraft or of the accessories, equipment and parts installed in the Aircraft.

18. **Taxes, Assessments and Liens.** Grantor will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon this Agreement, upon the Note, or upon any of the other Related Documents. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized

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in Lender's sole opinion. If the Collateral is subjected to a lien which is not discharged within thirty (30) days, Grantor shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest Grantor shall defend itself and Lender and shall satisfy any final adverse judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

19. Compliance with Governmental Requirements. Grantor shall comply promptly with all laws, ordinances and regulations of the FAA and all other governmental authorities applicable to the use, operation, maintenance, overhauling or condition of the Collateral. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Collateral, in Lender's opinion, is not jeopardized.

20. Maintenance of Insurance. Grantor shall procure and maintain at all times all risks insurance on the Collateral, including without limitation, ground, taxiing and in flight coverage, loss, damage, destruction, fire, theft, liability and hull insurance, and such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor shall further provide and maintain, at its sole cost and expense, comprehensive public liability insurance, naming both Grantor and Lender as parties insured, protecting against claims for bodily injury, death and/or property damage arising out of the use, ownership, possession, operation and condition of the Aircraft, and further containing a broad form contractual liability endorsement covering Grantor's obligations to indemnify Lender as provided under this Agreement. Lender's other requirements for insurance as of the date of this Agreement, subject to modification at Lender's reasonable discretion, include the following: (1) the Borrower must be the named insured; (2) the policy must provide coverage to the engines while removed from the Airframe; (3) unless otherwise consented to by Lender in writing, the liability insurance policy must provide a minimum of \$30 million liability coverage; (4) the all risks policy must be for the greater of (a) the amount of the Indebtedness or (b) the full insurable value of the Aircraft, and the basis must be the replacement value of the Aircraft; (5) the policy must contain a Breach of Warranty Endorsement up to 90% of the policy; (6) coverage must be maintained, in full force and effect, for the duration of the Note; (7) Bank of Hope (or its assignee) must be named as lienholder and Loss Payee; (8) the policy must not prohibit the loss payee from making insurance payments upon Grantor's failure to make payments or upon Borrower's default; (9) the policy must include territorial limits; (10) the policy must include coverage for possible seizure and/or impoundment, and/or war risk perils; (11) if the aircraft is to be operated by a charter operator or is party to a lease agreement with a charter operator, and Lender has consented to such use, the policy must include coverage for charter operation and for spare parts (engines); and (12) the policy must provide for notification of the loss payees upon termination of coverage. Such policies of insurance must also contain a provision, in form and substance acceptable to Lender, prohibiting cancellation or the alteration of such insurance without at least thirty (30) days' prior written notice to Lender of such intended cancellation or alteration. Such insurance policies also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Grantor agrees to provide Lender with originals or certified copies of such

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policies of insurance. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender. In connection with all policies covering assets in which Lender holds or is offered a security interest for the Indebtedness, Grantor will provide Lender with such lender's loss payable or other endorsements as Lender may require. Grantor shall not use or permit the Collateral to be used in any manner or for any purpose excepted from or contrary to the requirements of any insurance policy or policies required to be carried and maintained under this Agreement or for any purpose excepted or exempted from or contrary to the insurance policies, nor shall Grantor do any other act or permit anything to be done which could reasonably be expected to invalidate or limit any such insurance policy or policies.

21. Failure to Provide Insurance. Grantor acknowledges and agrees that if Grantor fails to provide any required insurance or fails to continue such insurance in force, Lender may do so at Grantor's expense. The cost of any such insurance, at the option of Lender, shall be added to the Indebtedness. Grantor acknowledges that if Lender so purchases any such insurance, the insurance will provide limited protection against physical damage to the Collateral, up to an amount equal to the unpaid balance of the debt. Grantor's equity in the Collateral may not be insured. In addition, the insurance may not provide any public liability or property damage indemnification and may not meet the requirements of any financial responsibility laws.

22. Application of Insurance Proceeds. Grantor shall promptly (not to exceed seven (7) days) notify Lender of any loss or damage to the Collateral in excess of \$50,000, whether or not such casualty or loss is covered by insurance. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Lender shall have the right to receive directly the proceeds of any insurance payable to Grantor on the Collateral; and the insurance proceeds shall be paid directly to Lender. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the Indebtedness, and shall pay the balance to Grantor. Any proceeds which have not been disbursed within six (6) months after their receipt and which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the Indebtedness.

23. Insurance Reports. Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request including, but not limited to, the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured; (5) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (6) the expiration date of the policy. In addition, Grantor shall upon request by Lender (however not more often than annually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

24. Notice of Encumbrances and Events of Default. Grantor shall immediately notify Lender in writing upon the filing of any attachment, lien, judicial process, or claim relating to the Collateral. Grantor additionally agrees to immediately notify Lender in writing

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upon the occurrence of any Event of Default, or event that with the passage of time, failure to cure, or giving of notice, may result in an Event of Default under any of Grantor's obligations that may be secured by any presently existing or future Encumbrance, or that may result in an Encumbrance affecting the Collateral, or should the Collateral be seized or attached or levied upon, or threatened by seizure or attachment or levy, by any person other than Lender.

25. Notices of Claims and Litigation. Grantor will promptly inform Lender in writing of (1) all material adverse changes in Grantor's financial condition, (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting or concerning in any manner the Collateral, and (3) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting or concerning in any manner the Grantor or any Guarantor which could materially affect the financial condition of Grantor or the financial condition of any Guarantor.

26. Inspection. Grantor shall permit employees or agents of Lender: (1) to inspect, at Lender's cost, the Aircraft, Engines and APU once per year and thereafter as reasonably requested by Lender; (2) to inspect all other Collateral (including the logs, books, manuals and records comprising or related to the Collateral) for the Indebtedness, at any reasonable time, and (3) to examine or audit Grantor's books, financial statements, accounts, and records and to make copies and memoranda of Grantor's books, financial statements, accounts, and records, at any reasonable time, upon reasonable notice to Grantor; provided, however, upon an Event of Default, Lender may inspect any and all Collateral at any time, at Grantor's expense.

27. Compliance Certificates. Unless waived in writing by Lender, Grantor shall provide Lender within forty-five (45) days after the end of the nine month period following the Funding Date (the "**Compliance Due Day**") and within ninety (90) days annually of the Compliance Due Day thereafter, with a certificate executed by Grantor's chief financial officer and pilot, or other officer or person acceptable to Lender, certifying that or providing (a) the representations and warranties set forth in this Agreement are true and correct as of the date of the certificate; (b) as of the date of the certificate, no Event of Default exists under this Agreement; (c) the Grantor has maintained and kept the Collateral in good order and repair and in airworthy condition in accordance with the requirements of each of the manufacturers' manuals and mandatory service bulletins and each of the manufacturers' non-mandatory service bulletins which relate to airworthiness; (d) the Grantor has performed, on all parts of the Collateral, all applicable mandatory airworthiness directives, and regulation of the Federal Aviation Administration; (e) the total number of hours and landings on the Airframe; (f) the total number of hours on the Engines since their last major overhaul or core; (g) verification that the Engines are enrolled in an Engine Maintenance Program; (h) verification that the APU is enrolled in a long-term maintenance program; and (i) the Engine serial numbers.

28. Additional Assurances. Grantor will make, execute and deliver to Lender such promissory notes, mortgages, security agreements, assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Note and/or the Indebtedness.

29. Continuation. The foregoing representations and warranties, and all other representations and warranties contained in the Note, the Related Documents, and this

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Agreement are and shall be continuing in nature and shall remain in full force and effect until such time as the Note and all other obligations of Grantor to the Lender are paid in full and until this Agreement is terminated or cancelled as provided herein.

30. PROHIBITIONS REGARDING COLLATERAL. Grantor represents, warrants and covenants to Lender while this Agreement remains in effect as follows:

- 30.1 Transactions Involving Collateral.** Without the prior written consent by Lender, (i) Grantor shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral, and (ii) Grantor shall not lease, pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Agreement. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender, and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantor shall immediately deliver any such proceeds to Lender.
- 30.2 No Commercial Use.** Grantor shall use the Collateral solely for business purposes. Grantor shall not, without prior written consent of Lender, use the Collateral, or permit the Collateral to be used, in Commercial Operations, except Grantor may operate the Collateral on a FAR Part 135 basis, provided the use is covered by Grantor's insurance policy for the Collateral.
- 30.3 Removal of the Collateral.** Except for routine use, Grantor shall not change the Home Airport or remove the Collateral from the Home Airport without prior written notice to Lender. Grantor shall, if an Event of Default has occurred, advise Lender of the exact location of the Collateral upon Lender's request. Grantor shall not base, or permit the Collateral to be based, outside the continental United States of America.
- 30.4 Travel Restrictions.** Grantor shall not operate or locate the Collateral, or permit the Collateral to be operated, located, or flown (i) outside the continental United States without war risk coverage, (ii) in or over any country for which the U.S. State Department has issued travel restrictions (excluding any such travel restriction made solely with respect to the spread of Covid-19), (iii) in or over any country or jurisdiction that does not maintain full diplomatic relations with the United States, (iv) in or over any area of hostilities, or (v) in or over any geographic area not covered by the insurance then in effect. Without limiting the foregoing, Grantor agrees that at no time during the effectiveness of this Agreement shall the Collateral be operated in, flown over, or temporarily located in any jurisdiction, unless the Geneva Convention, together with its necessary enacting rules and regulations (or some comparable treaty and regulations satisfactory to Lender) shall be in effect in such jurisdiction and any notices, financing statements, documents, or instruments necessary or required, in the

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opinion of Lender, to be filed in such jurisdiction shall have been filed and file stamped copies thereof shall have been furnished to Lender. Notwithstanding the foregoing, at no time shall the Collateral be operated in or over any area which may expose Lender to any penalty, fine, sanction or other liability, whether civil or criminal, under any applicable law, rule, treaty or convention; nor may the Collateral be used in any manner which is or may be declared to be illegal and which may thereby render the Collateral liable to confiscation, seizure, detention or destruction.

30.5 No Removal of Parts. Except as permitted or required in the section of this Agreement titled "Maintenance, Use, Repairs, Inspections, and Licenses," Grantor shall not remove or permit the removal of any parts, engines, accessories, avionics or equipment from the Aircraft without replacing the same with comparable parts, engines, accessories, avionics and equipment acceptable to Lender and the Aircraft's manufacturer and insurer.

30.6 Modifications. Grantor shall not, without the prior written consent of Lender, modify the Aircraft in any material way, including but not limited to, the Aircraft's function or operating capability.

31. Future Encumbrances. Grantor shall not, without the prior written consent of Lender, grant any Encumbrance that may affect the Collateral, or any part or parts thereof, nor shall Grantor permit or consent to any Encumbrance attaching to or being filed against the Collateral, or any part or parts thereof, in favor of anyone other than Lender. Grantor shall further promptly pay when due all statements and charges of airport authorities, mechanics, laborers, materialmen, suppliers and others incurred in connection with the use, operation, storage, maintenance and repair of the Aircraft so that no Encumbrance may attach to or be filed against the Aircraft or other Collateral. Grantor shall not file or register (or consent to the filing or registration of) any International Interest, Contract of Sale, or subordination, whether prospective or otherwise (or any amendment, assignment, modification, supplement, subordination or subrogation thereof) pertaining to the Aircraft, with the FAA or the International Registry without the prior written consent of Lender, which may be withheld in its sole discretion. Grantor shall not execute or deliver an IDERA in favor of any party other than the Lender without the prior written consent of Lender, which may be withheld in its sole discretion. Grantor additionally agrees to obtain, upon request by Lender, and in form and substance as may then be satisfactory to Lender, appropriate releases, terminations, discharges, waivers and/or subordinations of any Encumbrances that may affect the Collateral at any time and, at Lender's option cause same to be filed or registered with the FAA or International Registry as applicable.

32. GRANTOR'S RIGHT TO POSSESSION. Until an Event of Default, Grantor shall have the possession and beneficial use of the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents.

33. LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under

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this Agreement or any Related Documents, Lender, on Grantor's behalf, may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, International Interests, Contracts of Sale, encumbrances and other claims (including the filing of any interest with the FAA or the registration of any interest with the International Registry), at any time levied or placed on the Collateral and paying all costs for inspecting, repairing, operating, insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (i) be payable on demand; (ii) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (a) the terms of any applicable insurance policy; or (b) the remaining term of the Note; or (iii) be treated as a balloon payment which will be due and payable at the Note's maturity. This Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon an Event of Default.

34. DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

- 34.1 Note Default.** Any Event of Default under the Note or the Indebtedness.
- 34.2 Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, the Note, the Indebtedness, or the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.
- 34.3 Defective Collateralization.** This Agreement, the Note, or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected first priority security interest or lien) at any time and for any reason.
- 34.4 False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under the Note, this Aircraft Security Agreement, or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.
- 34.5 Death or Insolvency.** The dissolution or termination of Grantor's existence (regardless of whether election to continue is made), the death of Grantor (if Grantor is an individual), the death of any member of Grantor or any member withdraws from Grantor (if Grantor is a Limited Liability Company), or any other termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

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- 34.6 Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its reasonable discretion, as being an adequate reserve or bond for the dispute.
- 34.7 Events Affecting Guarantor.** If a Guarantor(s) exists: Any of the preceding events occurs with respect to any Guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any Guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.
- 34.8 Change in Ownership or Management.** If the Grantor is an entity (including without limitation, a partnership, a limited partnership, a limited liability company, or a corporation), any change in ownership or control of twenty-five percent (25%) or more of the equity interests of Grantor or any change in the management of Grantor, whether voluntary or involuntary or resulting from the death of an owner or manager of the Grantor.

35. RIGHT TO CURE. If any Event of Default, other than a default on Indebtedness, is curable and if Borrower or Grantor, as the case may be, has not been given a notice of a similar Event of Default within the preceding twelve (12) months, it may be cured if Borrower or Grantor, as the case may be, after Lender sends written notice to Borrower or Grantor, as the case may be, demanding cure of such Event of Default: (1) cure the Event of Default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiate steps which Lender deems in Lender's sole discretion to be sufficient to cure the Event of Default and thereafter continue and complete all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

36. RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under the Uniform Commercial Code and a creditor under the Convention, and Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

- 36.1 Accelerate Indebtedness.** Lender may declare the entire Indebtedness, including any prepayment premium which Grantor would be required to pay, immediately due and payable, without notice of any kind to Grantor.

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- 36.2 Assemble Collateral.** Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Grantor after repossession.
- 36.3 Sale of the Collateral.** Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in Lender's own name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor, and other persons as required by law, reasonable notice of the time and place of any public sale, or the time after which any private sale or any other disposition of the Collateral is to be made. However, no notice need be provided to any person who, after Event of Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sale. The requirements of reasonable notice shall be met if such notice is given at least ten (10) business days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, inspecting, repairing, operating, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the Indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.
- 36.4 Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Collateral, with the power to protect and preserve the Collateral, to operate the Collateral preceding foreclosure or sale, and to collect the rents from the Collateral and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Collateral exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.
- 36.5 Obtain Deficiency.** If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Grantor for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Agreement.
- 36.6 Election of Remedies.** Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to

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take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

36.7 Convention Remedies. In addition to the remedies previously set forth in this Agreement, Lender has all remedies available to a creditor under the Convention (and Grantor affirmatively agrees that Lender has all the rights and remedies, and can exercise all of the rights and remedies, granted a creditor under the Convention), including but not limited to (a) if Grantor is in possession, custody or control of the Collateral, Lender may enter Grantor's or any other person's premises and take possession of such Collateral; (b) to require Grantor to assemble and make available such Collateral at a location selected by Lender; (c) to sell, lease or otherwise dispose or cause the Grantor to sell, lease or otherwise dispose of the Collateral; (d) collect or receive any income, rents or profits arising from the management or use of the Collateral; and (e) procure the deregistration of the registration of the Aircraft and export of the Aircraft to a jurisdiction of Lender's choice pursuant to the IDERA.

37. INDEMNIFICATION OF LENDER. Grantor agrees to indemnify, to defend and to save and hold Lender harmless from any and all claims, suits, obligations, damages, losses, costs and expenses (including, without limitation, Lender's reasonable attorneys' fees), demands, liabilities, penalties, fines and forfeitures of any nature whatsoever that may be asserted against or incurred by Lender, its officers, directors, employees, and agents arising out of, relating to, or in any manner occasioned by this Agreement and the exercise of the rights and remedies granted Lender under this Agreement, except in the case of any such claims, losses, or expenses arising out of Lender's gross negligence or willful misconduct. The foregoing indemnity provisions shall survive the cancellation of this Agreement as to all matters arising or accruing prior to such cancellation and the foregoing indemnity shall survive in the event that Lender elects to exercise any of the remedies as provided under this Agreement following an Event of Default hereunder.

38. MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

38.1 Assignment. Lender may transfer or assign all or any part of its interest in this Agreement, together with any Related Documents, and Grantor hereby consents to any and all assignments or sales of, or the granting of participations in, this Agreement and any Related Documents, by Lender and any purchaser or assignee of any interest in this Agreement and any Related Documents. Grantor shall not sell, assign, transfer, encumber or convey any of its interests in the Collateral or in this Agreement or any Related Documents, without the prior written consent of Lender, which may be withheld in its sole discretion.

38.2 Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement

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shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

38.3 Anti-Money Laundering/International Trade Law Compliance. The Borrower represents and warrants to the Lender, as of the date of this Agreement, the date of each advance of proceeds under the Note, the date of any renewal, extension or modification of the Note, and at all times until the Note has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; (ii) has any of its assets in a Sanctioned Country or in the possession, custody or control of a Sanctioned Person; or (iii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the proceeds of the Note will not be used to fund any operations in, finance any investments or activities in, or, make any payments to, a Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (c) the funds used to repay the Note are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States, including but not limited to any Anti-Terrorism Laws. Borrower covenants and agrees that it shall immediately notify the Lender in writing upon the occurrence of a Reportable Compliance Event. As used herein: "**Anti-Terrorism Laws**" means any laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering, or bribery, all as amended, supplemented or replaced from time to time; "**Compliance Authority**" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "**Covered Entity**" means the Borrower, its affiliates and subsidiaries, all guarantors, pledgors of collateral, all owners of the foregoing, and all brokers or other agents of the Borrower acting in any capacity in connection with the Note; "**Reportable Compliance Event**" means that any Covered Entity becomes a Sanctioned Person, or is indicted, arraigned, investigated or custodially detained, or receives an inquiry from regulatory or law enforcement officials, in connection with any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or self-discovers facts or circumstances implicating any aspect of its operations with the actual or possible violation of any Anti-Terrorism Law; "**Sanctioned Country**" means a country subject to a sanctions program maintained by any Compliance Authority; and "**Sanctioned Person**" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance

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Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

- 38.4 Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.
- 38.5 Governing Law and Jurisdiction.** The Note, this Aircraft Security Agreement, and the Related Documents have been delivered to Lender and accepted by Lender in the State of California. The Note, this Aircraft Security Agreement, and the Related Documents will be governed by, construed and enforced in accordance with federal laws and the laws of the State of California. If there is a lawsuit, Grantor consents to the jurisdiction of all state and federal courts located within Los Angeles County, State of California, and Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Los Angeles County, State of California.
- 38.6 Notices.** Any notice required to be given under the Note, the Related Documents, or this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.
- 38.7 Severability.** If a court of competent jurisdiction finds any provision of the Note, the Related Documents, or this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from the Note, the Related Documents, or this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of the Note, the Related Documents, or this Agreement shall not affect the legality, validity or enforceability of any other provision of the Note, the Related Documents, or this Agreement.
- 38.8 Successors and Assigns.** Subject to any limitations stated in the Note, the Related Documents, or this Agreement, on transfer of Grantor's interest, the Note, the Related Documents, and this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing

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Grantor from the obligations and liabilities of the Note, the Related Documents or this Agreement.

38.9 Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Agreement, the Note, and the Related Documents shall survive the execution and delivery of this Agreement, the Note, and the Related Documents, and shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

38.10 No Waiver by Lender. Lender shall not be deemed to have waived any rights under the Note, the Related Documents, or this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any rights under the Note, the Related Documents, or this Agreement shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of the Note, the Related Documents, or this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of the Note, the Related Documents, or this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under the Note, the Related Documents or this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

38.11 Waive Jury. All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

39. DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement, the Note, and any Related Documents. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the United States Code and Regulations thereunder dealing with or involving Aircraft, commercial instruments relating to such Aircraft, and in the Uniform Commercial Code:

39.1 Agreement. The word "*Agreement*" means this Aircraft Security Agreement, as this Aircraft Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Aircraft Security Agreement from time to time.

39.2 Aircraft and Business Loan Agreement. The words "*Aircraft and Business Loan Agreement*" mean that certain Aircraft and Business Loan Agreement dated as of May 11, 2021, by and between Lender and Borrower.

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- 39.3 Borrower.** The word "***Borrower***" means N550GP, LLC.
- 39.4 Collateral.** The word "***Collateral***" means (1) all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral section of this Agreement, and (2) all other property and assets granted as security for the Note, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, assignment, pledge, chattel mortgage, trust receipt, lien, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.
- 39.5 Commercial Operations.** The words "***Commercial Operations***" mean the carriage by aircraft in air commerce of persons or property for compensation or hire. Commercial Operations do not include carriage by aircraft in air commerce of Grantor's employees or invitees or Grantor's own property.
- 39.6 Consolidated Text.** The words "***Consolidated Text***" mean the combination of the Convention and Protocol that was authorized pursuant to Resolution No. 1 adopted by the Cape Town Diplomatic Conference.
- 39.7 Convention.** The word "***Convention***" means the Convention on International Interests in Mobile Equipment, and the Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment, both signed in Cape Town, South Africa on November 16, 2001, as ratified by the United States, together with the Regulations for the International Registry and the International Registry Procedures, and all other rules, modifications, amendments, supplements, and revisions thereto.
- 39.8 Encumbrance.** The word "***Encumbrance***" means any and all presently existing or future mortgages, liens, privileges, International Interest and other contractual and statutory security interests and rights, of every nature and kind, whether in admiralty, at law, or in equity, that now and/or in the future may affect the Collateral or any part or parts thereof.
- 39.9 Event of Default.** The words "***Event of Default***," "***Default***" or "default" mean any of the events of default set forth in this Agreement, the Aircraft and Business Loan Agreement, or the Note in the sections entitled Default.
- 39.10 FAA.** The word "***FAA***" means the United States Federal Aviation Administration, or any successor or replacement administration or governmental agency having the same or similar authority and responsibilities.
- 39.11 Funding Date.** The words "***Funding Date***" mean the date the loan is funded.
- 39.12 Geneva Convention.** The words "***Geneva Convention***" mean the Convention on the International Recognition of Rights in Aircraft made at Geneva, Switzerland

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on June 19, 1948, (effective September 17, 1953), together with the necessary enacting rules and regulations promulgated by any particular signatory country.

- 39.13 Grantor.** The word "*Grantor*" means N550GP, LLC.
- 39.14 Guarantor.** The word "*Guarantor*" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.
- 39.15 Guaranty.** The word "*Guaranty*" means the guaranty from Guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.
- 39.16 Indebtedness.** The word "*Indebtedness*" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Grantor is responsible under this Agreement or under any of the Related Documents.
- 39.17 International Registry.** The words "*International Registry*" shall mean the international registry created pursuant to the Convention.
- 39.18 Lender.** The word "*Lender*" means Bank of Hope, or any other direct or indirect subsidiary of Bank of Hope.
- 39.19 Note.** The word "*Note*" means the promissory note executed by Grantor dated as of May 11, 2021, from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.
- 39.20 Related Documents.** The words "*Related Documents*" mean all promissory notes, credit agreements, loan agreements (including, without limitation, the Aircraft and Business Loan Agreement), environmental agreements, guaranties, security agreements, collateral mortgages, cooperation covenants, agreements to provide insurance, resolutions, chattel mortgages, trust receipts, assignment pledges, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.
- 39.21 Transportation Code.** The words "*Transportation Code*" shall mean Subtitle VII, Part A of Title 49 of the United States Code, as amended.
- 39.22 Uniform Commercial Code.** The words "*Uniform Commercial Code*" mean the California Commercial Code Sec. 1101, *et seq.*
- 39.23** The terms "*Administrator*", "*Contract of Sale*", "*International Interest*", "*International Registry*", "*Professional User Entity*", "*Professional User*", "*Prospective Contract of Sale*", "*Prospective International Interest*", "*Transacting User Entity*", shall have the meanings given them in the Convention, unless the context requires otherwise. The term "searchable" shall have the meaning contemplated by Article 32 of the Consolidated Text.

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39.24 Counterpart. This Agreement may be executed in several counterparts and all such executed counterparts shall constitute one agreement which shall be binding on Borrower and Grantor notwithstanding that both parties are not signatories to the same counterpart or counterparts.

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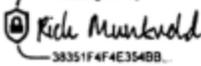
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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AIRCRAFT SECURITY AGREEMENT AND GRANTOR AGREES TO ITS TERMS. THIS AIRCRAFT SECURITY AGREEMENT IS DATED MAY 11, 2021.

GRANTOR:

N550GP, LLC

DocuSigned by:

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By: _____
Name: Richard Munkvold
Title: Manager

SIGNATURE PAGE – AIRCRAFT SECURITY AGREEMENT

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

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EFTA01329322

EXHIBIT A
FORM OF IRREVOCABLE DE-REGISTRATION
AND EXPORT REQUEST AUTHORIZATION

May 11, 2021

This Irrevocable De-Registration and Export Request Authorization is filed with the Federal Aviation Administration in connection with that certain Aircraft Security Agreement, dated May 11, 2021 by N550GP, LLC as the Grantor in favor of Bank of Hope as Lender, covering the Aircraft.

To: United States Federal Aviation Administration

Re: Irrevocable De-Registration and Export Request Authorization

The undersigned is the registered owner of the Gulfstream Aerospace Corporation (shown on the International Registry as GULFSTREAM), model GV-SP (shown on the International Registry as Gulfstream GV-SP (G550)) aircraft bearing manufacturer's serial number 5173 and registration N212JE (pending change to N550GP) (together with all installed, incorporated or attached accessories, parts and equipment, the "Aircraft").

This instrument is an irrevocable de-registration and export request authorization issued by the undersigned in favor of Bank of Hope ("the authorized party") under the authority of Article XIII of the Protocol to the Convention on International Interests in Mobile Equipment on Matters specific to Aircraft Equipment. In accordance with that Article, the undersigned hereby requests:

- (i) recognition that the authorized party or the person it certifies as its designee is the sole person entitled to:
 - (a) procure the de-registration of the aircraft from the United States Civil Aviation Registry as maintained by the Federal Aviation Administration (the "FAA") for the purposes of Chapter III of the Convention on International Civil Aviation, signed at Chicago, on 7 December 1944; and
 - (b) procure the export and physical transfer of the aircraft from the United States; and
- (ii) confirmation that the authorized party or the person it certifies as its designee may take the action specified in clause (i) above on written demand without the consent of the undersigned and that, upon such demand, the authorities in the United States shall co-operate with the authorized party with a view to the speedy completion of such action.

The rights in favor of the authorized party established by this instrument may not be revoked by the undersigned without the written consent of the authorized party.

Please acknowledge your agreement to this request and its terms by appropriate notation in the space provided below and filing this instrument at the FAA.

This Exhibit may be executed in multiple counterparts, which taken together shall constitute one instrument and each of which shall be considered an original for all purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

151821345.3

SDNY_GM_02757538

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

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EFTA01329323

SDNY_GM_02757539

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

EFTA_00244461

EFTA01329324

N550GP, LLC

By: _____
Name: Richard Munkvold
Title: Manager

Agreed to and filed this _____

FAA notations if applicable

SIGNATURE PAGE – IDERA

SDNY_GM_02757540

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

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EFTA01329325

SDNY_GM_02757541

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

EFTA_00244463

EFTA01329326

EXHIBIT B

**FORM OF IRREVOCABLE POWER OF ATTORNEY IN FACT
(AIRCRAFT REGISTRATION)**

N550GP, LLC, a limited liability company organized and validly existing under the laws of the State of California (the "**Registered Owner**"), is the grantor under that certain Aircraft Security Agreement, dated as of May 11, 2021 (as amended, supplemented, and modified, the "**Security Agreement**"), executed in favor of Bank of Hope ("**Lender**"), and with respect, in part, to:

One (1) Gulfstream Aerospace Corporation (shown on the International Registry as GULFSTREAM) model GV-SP (shown on the International Registry as Gulfstream GV-SP (G550)) aircraft, bearing manufacturer's serial number 5173 and U.S. Registration Number N212JE (pending change to N550GP), together with two (2) Rolls-Royce Deutschland Ltd & Co KG (shown on the International Registry as ROLLS ROYCE) model BR700-710C4-11 (shown on the International Registry as BR710) engines, bearing manufacturer's serial numbers 15449 and 15448 (collectively, the "**Aircraft**"); and Registered Owner is the registered owner of the Aircraft with the Federal Aviation Administration ("**FAA**") Aircraft Registry (the "**Registry**"). Except as otherwise set forth herein, capitalized terms used herein shall have the meanings set forth in the Security Agreement.

In consideration of the loan made by Lender that is secured by the Security Agreement (the receipt and sufficiency of which is hereby acknowledged) and in accordance with the Security Agreement, Registered Owner hereby:

1. **IRREVOCABLY AND UNCONDITIONALLY APPOINTS** Lender as its true and lawful Attorney in Fact (in such capacity the "**Attorney in Fact**") to generally do any and all such acts and things as may be required and to execute and deliver upon its behalf and in its name any documents, instruments or certificates and any amendments thereto (if any) which may be required to:

(a) register, re-register or renew the registration of the Aircraft in the name of Registered Owner with the Registry, including but not limited to the execution of any FAA AC Forms 8050-1, 8050-1A or 8050-1B and the submission of any information or forms on or through the FAA website established to allow for the registration, re-registration or renewal of said registration;

(b) to reserve or extend the reservation of the United States Registration Number associated with the Aircraft or to release or assign the United States Registration Number to another entity and/or aircraft; and

(c) to take any action and to execute any instrument which Lender may reasonably deem necessary or advisable to accomplish the purposes of the Security Agreement or any other Related Document, or to exercise or enforce any right or remedy available to Lender thereunder or under any Applicable Law, including, without limitation, the right to execute and file documents with the Registry pertaining to the

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

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

EFTA_00244465

EFTA01329328

registration, deregistration or termination, assignment or amendment of recorded liens or encumbrances with respect to the Aircraft, receive, endorse and collect all instruments made payable to Registered Owner representing any dividend, interest payment or other distribution in respect of the Collateral or any part thereof, and to give full discharge for the same.

2. AGREES that:

(a) Registered Owner shall indemnify, defend and hereby undertakes from time to time and at all times to indemnify and defend the Attorney in Fact against all costs, claims, expenses and liabilities properly incurred by any Attorney in Fact in connection herewith;

(b) Registered Owner ratifies and confirms and will ratify and confirm any action taken and document executed by the Attorney in Fact by virtue of this Irrevocable Power of Attorney in Fact (the "*Power of Attorney*");

(c) any officer, director, or manager of Attorney in Fact may execute documents for Attorney in Fact in its capacity as Attorney in Fact for Registered Owner;

(d) this Power of Attorney shall be conclusive and binding upon Registered Owner and no person or corporation shall be under any obligation to make any inquiries as to whether or not this Power of Attorney has been revoked, all parties may rely on an executed copy or facsimile of this Power of Attorney and the revocation or termination of this Power of Attorney shall be ineffective as to any documents executed pursuant to this Power of Attorney; and

(e) this Power of Attorney may be filed with the Registry.

The power of attorney set forth herein shall be deemed coupled with an interest and shall expire sixty-one (61) months from the date set forth below. This Power of Attorney shall in all respects be interpreted in accordance with and governed by the laws of the State of California.

[Signature page follows.]

SDNY_GM_02757545

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

EFTA_00244467

EFTA01329330

IN WITNESS WHEREOF this Power of Attorney was executed on this
_____, 2021.

N550GP, LLC

By: _____
Name: Richard Munkvold
Title: Manager

SIGNATURE PAGE – IRREVOCABLE POWER OF ATTORNEY (AIRCRAFT REGISTRATION)

SDNY_GM_02757546

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

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EFTA01329331

SDNY_GM_02757547

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

EFTA_00244469

EFTA01329332

IRREVOCABLE DE-REGISTRATION
AND EXPORT REQUEST AUTHORIZATION

May 11, 2021

This Irrevocable De-Registration and Export Request Authorization is filed with the Federal Aviation Administration in connection with that certain Aircraft Security Agreement, dated May 11, 2021 by N550GP, LLC as the Grantor in favor of Bank of Hope as Lender, covering the Aircraft.

To: United States Federal Aviation Administration

Re: Irrevocable De-Registration and Export Request Authorization

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This instrument is an irrevocable de-registration and export request authorization issued by the undersigned in favor of Bank of Hope ("the authorized party") under the authority of Article XIII of the Protocol to the Convention on International Interests in Mobile Equipment on Matters specific to Aircraft Equipment. In accordance with that Article, the undersigned hereby requests:

- (i) recognition that the authorized party or the person it certifies as its designee is the sole person entitled to:
 - (a) procure the de-registration of the aircraft from the United States Civil Aviation Registry as maintained by the Federal Aviation Administration (the "FAA") for the purposes of Chapter III of the Convention on International Civil Aviation, signed at Chicago, on 7 December 1944; and
 - (b) procure the export and physical transfer of the aircraft from the United States; and
- (ii) confirmation that the authorized party or the person it certifies as its designee may take the action specified in clause (i) above on written demand without the consent of the undersigned and that, upon such demand, the authorities in the United States shall co-operate with the authorized party with a view to the speedy completion of such action.

The rights in favor of the authorized party established by this instrument may not be revoked by the undersigned without the written consent of the authorized party.

Please acknowledge your agreement to this request and its terms by appropriate notation in the space provided below and filing this instrument at the FAA.

This Exhibit may be executed in multiple counterparts, which taken together shall constitute one instrument and each of which shall be considered an original for all purposes.

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

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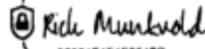
SDNY_GM_02757549

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

EFTA_00244471

EFTA01329334

N550GP, LLC

DocuSigned by:

38351F4F4E3548B...

By: _____
Name: Richard Munkvold
Title: Manager

Agreed to and filed this _____

FAA notations if applicable

SIGNATURE PAGE - IDERA

SDNY_GM_02757550

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

EFTA_00244472

EFTA01329335

OKLAHOMA CITY
OKLAHOMA

2021 MAY 14 PM 1:46

FILED WITH FAA
AIRCRAFT
REGISTRATION BR

SDNY_GM_02757551

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

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DOCUMENT LEVEL ANNOTATIONS

76128425114 \$15 07/23/2021

SDNY_GM_02757552

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

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

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

EFTA_00244477

EFTA01329340

Return Certificate of Registration to
I.A.T.S

DECLARATION
of
INTERNATIONAL OPERATIONS

PRIORITY

The undersigned owner of aircraft N 550GP, Manufacturer Gulfstream Aerospace
Model GVSP Serial Number 5173
declares that this aircraft is scheduled to make an international flight* on 7-25-2021,
as flight Number _____ departing Ontario California (KONT)
with a destination of Naples Italy (LIRN)

*[If required route between two points in the United States involves international navigation, explain under
Comments below, e.g. "partly over Canada" or "partly in international airspace".]

Expedited registration in support of this international flight is requested this
21st day of July 2021 with knowledge that:

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 Owner N550GP, LLC
Signature [Signature] CAR COPY
Typed Name and Title of Signer RICHARD MUNKVOLD, Manager
Phone [Redacted] Fax: 405-681-9299

Comments:

*[If required route between two points in the United States involves international
navigation, explain under comments below, e.g. "partly over Canada" or "partly in
international airspace".]
Comments: Please fax the flying time wire to Insured Aircraft Title Service Inc. at 405-
681-9299.

DocuSigned by:
Filed by: [Signature]
Amy Shilling
Insured Aircraft Title Service LLC
Phone [Redacted]

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

FILED WITH FAA
AIRCRAFT
REGISTRATION BR
2021 JUL 22 AM 8:10
OKLAHOMA CITY
OKLAHOMA

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

EFTA_00244479

EFTA01329342

 U.S. Department of Transportation Federal Aviation Administration	ASSIGNMENT OF SPECIAL REGISTRATION NUMBERS	Special Registration Number N550GP
	Aircraft Make and Model GULFSTREAM AEROSPACE GV-SP (G550)	Present Registration Number N212JE
	Serial Number 5173	Issue Date: Feb 24, 2021
ICAO AIRCRAFT ADDRESS CODE FOR N550GP - 51600017 N550GP LLC 2151 E CONVENTION CENTER WAY STE 222 ONTARIO CA 91764-5496 		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: Mar 07, 2008 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: Feb 24, 2022		
CERTIFICATION: I certify that the special registration number was placed on the aircraft described above. Signature of Owner:  Title of Owner: <i>Manager</i> CHIEF FINANCIAL OFFICER Date Placed on Aircraft: <i>3-19-2021</i>	RETURN FORM TO: Civil Aviation Registry Aircraft Registration Branch P.O. Box 25504 Oklahoma City, Oklahoma 73125-0504	

AC FORM 8050-64 (5/2005) Supersedes Previous Editions

Return Certificate of Registration to
I.A.T.S

SDNY_GM_02757558

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

EFTA_00244480

EFTA01329343

FILED WITH FAA
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2021 MAR 26 AM 8:32
OKLAHOMA CITY
OKLAHOMA

FILED WITH FAA
AIRCRAFT
2021 JUL 20 PM 7:31
OKLAHOMA CITY
OKLAHOMA

SDNY_GM_02757559

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

EFTA_00244481

EFTA01329344

ACTION
2 / NCG

Accepted CF Jul/22/2021

I

A

Insured Aircraft Title Service, LLC

T

S

P.O. Box 19527
21 E Main, Suite 100

Oklahoma City, Ok 73144
Oklahoma City, OK 73104

(405) 681-6663
(800) 654-4882
FAX (405) 681-9299

FEDERAL AVIATION ADMINISTRATION
CENTRAL RECORDS DIVISION
OKLAHOMA CITY, OKLAHOMA

Date: February 11, 2021

Dear Sir/Madam:

Please Reserve N _____ in NAME ONLY for:

N# CHANGE REQUEST

Please Reserve N 550GP** and assign for the following aircraft:

N 212JE Make Gulfstream Aerospace Model GV-SP (G550) Serial # 5173

Which is (1) being purchased by XX (2) registered to XX :

N550GP, LLC
2151 E. Convention Center Way #222
Ontario, CA 91764

Payment of the required \$10.00 fee per number to reserve/assign is attached. If the preferred N number is not available, please contact the undersigned for a selection of a new number. Please send the confirmation of reservation/8050-64 form to Insured Aircraft Title Service, LLC in the Public Documents room of the FAA.

Additional Information: **Relinquishment Attached

210421440037
\$20.00 02/11/2021

Requested by:

Amy Shilling
Amy Shilling

Fee: \$20.00

SDNY_GM_02757560

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

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FILED WITH FAA
AIRCRAFT
REGISTRATION BR
2021 FEB 11 PM 2:02
OKLAHOMA CITY
OKLAHOMA

SDNY_GM_02757561

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

EFTA_00244483

EFTA01329346

Return Certificate of Registration to
I.A.T.S

PRIORITY

Accepted Feb/24/2021

DECLARATION
of
INTERNATIONAL OPERATIONS

The undersigned owner of aircraft N212JE, Manufacturer Gulfstream Aerospace
Model G550 GV-SP Serial Number 5173
declares that this aircraft is scheduled to make an international flight* on 02-26-2021,
(date)
as flight Number N212JE departing Chino/California
(City/State)
with a destination of Cabo San Lucas/Mexico
(City/Country)

*[If required route between two points in the United States involves international navigation, explain under
Comments below, e.g. "partly over Canada" or "partly in international airspace".]

Expedited registration in support of this international flight is requested this
17 day of February 20 21 with knowledge that:

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 Owner N550GP, LLC
Signature [Signature] ← **CAR COPY**
Typed Name and Title of Signer RICHARD MUNKVOLD, CFO OF FH II, LLC It's Member
Phone [Redacted] Fax: 405-681-9299
Comments:

*[If required route between two points in the United States involves international
navigation, explain under comments below, e.g. "partly over Canada" or "partly in
international airspace".]
Comments: Please fax the flying time wire to Insured Aircraft Title Service Inc. at 405-
681-9299.

Filed by: [Signature]
Amy Shilling
Insured Aircraft Title Service LLC
Phone [Redacted]



SDNY_GM_02757562

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

EFTA_00244484

EFTA01329347

OKLAHOMA CITY
OKLAHOMA
2021 FEB 23 AM 11:09
FILED WITH FAA
AIRCRAFT
REGISTRATION BR

SDNY_GM_02757563

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

EFTA_00244485

EFTA01329348

SDNY_GM_02757565

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

EFTA_00244487

EFTA01329350

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

<p>1) UNITED STATES REGISTRATION NUMBER: N 212JE</p> <p>2) AIRCRAFT MANUFACTURER AND MODEL: GULFSTREAM AEROSPACE, GV-SP (G550)</p> <p>3) AIRCRAFT SERIAL NUMBER: 5173</p>	<p>4) TYPE OF REGISTRATION</p> <p align="center">(Check one box.)</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> 1. Individual <input type="checkbox"/> 2. Partnership <input type="checkbox"/> 3. Corporation <input type="checkbox"/> 4. Co-Owner <input type="checkbox"/> 5. Government <input checked="" type="checkbox"/> 7. Limited Liability Company (LLC) <input type="checkbox"/> 8. Non-Citizen Corporation <input type="checkbox"/> 9. Non-Citizen Corporation Co-Owner </div> </div>
<p>6) NAME(S) OF APPLICANT(S) [Person(s) shown on evidence of ownership. If individual, give last name, first name and middle initial.] N550GP, LLC</p>	
<p>7) MAILING ADDRESS (Permanent mailing address for first applicant on list)</p> <p>NUMBER AND STREET: 2151 E. Convention Center Way #222</p> <p>RURAL ROUTE: _____ P.O. BOX _____</p> <p>CITY: Ontario STATE: CA ZIP: 91764</p>	
<p>8) PHYSICAL ADDRESS/LOCATION IF P.O. BOX, MAIL DROP OR RURAL ROUTE BOX USED FOR MAILING ADDRESS</p> <p>NUMBER AND STREET: _____</p> <p>DESCRIPTION OF LOCATION: _____</p> <p>CITY: _____ STATE: _____ ZIP: _____</p>	
<p>9) <input type="checkbox"/> CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS</p>	
<p>10) CERTIFICATION</p>	
<p>I/WE CERTIFY:</p> <p>(1) That the above aircraft is owned by the undersigned applicant who is: (MUST CHECK AND/OR COMPLETE a, b, c, or d)</p> <p><input checked="" type="checkbox"/> a. A citizen of the United States as defined by 49 USC 40102(a)(15);</p> <p><input type="checkbox"/> b. A resident alien with alien registration (Form 1-551) No. _____</p> <p><input type="checkbox"/> c. A non-citizen corporation organized and doing business under the laws of (state) _____ and said aircraft is based and primarily used in the United States. Records of flight hours are available for inspection at (provide complete physical address) _____</p> <p><input type="checkbox"/> d. A corporation using a voting trust to qualify. Enter name of trustee _____</p> <p>(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;</p> <p>(3) That the aircraft is not registered under the laws of any foreign country; and</p> <p>(4) That legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.</p> <p align="center">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.</p> <p>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.</p> <p align="center">NOTE: If executed for co-ownership, all applicants must sign. Use next page and add page(s) if necessary.</p>	
11)	<p>SIGNATURE: Digitally signed by JAMES PREVITI <small>id.LLVg9z0zc0DN67H4PFh9DNwtk49</small></p> <p>TYPED/PRINTED NAME: James Previti</p> <p>TITLE: Manager of Frontier JV LLC, its Member</p> <p>DATE: 12-22-2020</p>
12)	<p>SIGNATURE: _____</p> <p>TYPED/PRINTED NAME: _____</p> <p>TITLE: _____</p> <p>DATE: _____</p>

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.

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

FILED WITH FAA
AIRCRAFT
REGISTRATION BR
2020 DEC 22 AM 10:53
OKLAHOMA CITY
OKLAHOMA

SDNY_GM_02757567

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

EFTA_00244489

EFTA01329352

LETTER OF EXTENSION
(For Authority to Operate an Aircraft Pending Registration)

The authority to operate Aircraft N212JE, GULFSTREAM AEROSPACE GV-SP (G550), S/N 5173 is extended for 120 days from the date stamped below, or until the Certificate of Aircraft Registration (AC Form 8050-3) is issued, whichever date occurs first.

CF	DATE Feb 24, 2021
----	----------------------

This Letter of Extension must be carried in the aircraft with a copy of the aircraft registration application as temporary authority to continue to operate the aircraft without registration within the United States. This is not an authorization to operate the aircraft without an appropriate Airworthiness Certificate (FAA Form 8100-2 or 8130-7), or its equivalent.



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

CHRISTINA FRYE
Civil Aviation Registry
P.O. Box 25504
Oklahoma City, Oklahoma 73125-0504

REGAR-37 (08/19)

SDNY_GM_02757568

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

EFTA_00244490

EFTA01329353

SDNY_GM_02757569

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

EFTA_00244491

EFTA01329354

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 N212JE
AIRCRAFT MANUFACTURER & MODEL GULFSTREAM AEROSPACE, GV-SP (G550)
AIRCRAFT SERIAL No. 5173
DOES THIS 22nd DAY OF December, 2020 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:

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

Do Not Write in This Block
FOR FAA USE ONLY

PURCHASER	NAME AND ADDRESS <small>(IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL.)</small> N550GP, LLC 2151 E. Convention Center Way #222 Ontario, CA 91764
	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 **I** HAVE SET **MY** HAND AND SEAL THIS 22nd DAY OF Dec., 2020

	NAME(S) OF SELLER <small>(TYPED OR PRINTED)</small>	SIGNATURE(S) <small>(IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)</small>	TITLE <small>(TYPED OR PRINTED)</small>
SELLER	Six G Aviation LLC	Digitally signed by GARY GWYNN <small>dLL7Gk3ydgOGLU/MmmpmSrbNscdBAK</small>	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)

SDNY_GM_02757570

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

EFTA_00244492

EFTA01329355

FILED WITH FAA
AIRCRAFT
REGISTRATION BR
2020 DEC 22 AM 10:53
OKLAHOMA CITY
OKLAHOMA

SDNY_GM_02757571

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

EFTA_00244493

EFTA01329356

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	N212JE
AIRCRAFT MANUFACTURER & MODEL GULFSTREAM AEROSPACE, GV-SP (G550)	
AIRCRAFT SERIAL No. 5173	
DOES THIS 22nd DAY OF December, 2020 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:	

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

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.) Six G Aviation LLC
	DEALER CERTIFICATE NUMBER

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

IN TESTIMONY WHEREOF I HAVE SET MY HAND AND SEAL THIS 22nd DAY OF Dec., 2020

	NAME(S) OF SELLER (TYPED OR PRINTED)	SIGNATURE(S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
SELLER	Plan D, LLC	Digitally signed by LAWRENCE VISOSKI d.VMVMHSt2egJlPTNsiukq0doo2ykX	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)

SDNY_GM_02757572

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

EFTA_00244494

EFTA01329357

FILED WITH FAA
AIRCRAFT
REGISTRATION BR
2020 DEC 22 AM 10:53
OKLAHOMA CITY
OKLAHOMA

SDNY_GM_02757573

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

EFTA_00244495

EFTA01329358

DOCUMENT LEVEL ANNOTATIONS

Agency Tracking ID: 76060977022 \$5.00 12-22-2020

SDNY_GM_02757574

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

EFTA_00244496

EFTA01329359

SDNY_GM_02757575

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

EFTA_00244497

EFTA01329360

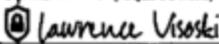
PRINT PAGE 1

PRIVACY ACT STATEMENT

OMB Control Number 2120-0729
Expires 05/31/2014

Paperwork Reduction Act Statement: The information collected on this form is necessary to maintain aircraft registration. We estimate that it will take approximately 30 minutes to complete the form. Please note that an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. Form Approved, OMB No. 2120-0729. Comments concerning the accuracy of this burden and suggestions for reducing the burden should be directed to the FAA at: 800 Independence Avenue SW, Washington, DC 20591. ATTN: Information Collection Clearance Officer, AES-200.

Accepted CW Feb/21/2020

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION AIRCRAFT REGISTRATION RENEWAL APPLICATION		<i>FAILURE TO RENEW REGISTRATION WILL RESULT IN CANCELLATION OF REGISTRATION AND REGISTRATION NUMBER ASSIGNMENT (See 14 C.F.R. §§ 47.15(i), 47.40 and 47.41)</i>	
AIRCRAFT REGISTRATION NUMBER N 212JE		SERIAL NUMBER 5173	
MANUFACTURER Gulfstream Aerospace		MODEL GV-SP (G550)	
DATE OF ISSUANCE 3-31-2017	DATE OF EXPIRATION 3-31-2020	TYPE OF REGISTRATION LLC	
ENTER REGISTERED OWNER(S) & ADDRESS FROM FAA FILE (Owner 1) <u>Plan D LLC</u> (Owner 2) _____ Note: Enter any additional owner names on page two. (Address) <u>6100 Red Hook Quarter B3</u> (Address) _____ City <u>St. Thomas</u> State <u>VI</u> Zip <u>00802</u> Country <u>Virgin Islands USA</u> Physical Address: Required when mailing address is a P.O. Box or mail drop. (Address) _____ (Address) _____ City _____ State _____ Zip _____ Country _____ TO RENEW REGISTRATION: REVIEW aircraft registration information, SELECT the appropriate statement, ENTER any change in address in the spaces below, SIGN, DATE, & SEND form with the \$5 renewal fee to the: FAA Aircraft Registry, PO Box 25504, Oklahoma City OK 73125-0504, or by courier to: 6425 S Denning Room 118, Oklahoma City OK 73169-6937 <input type="checkbox"/> I (WE) CERTIFY, THE NAME(S) AND ADDRESSES FROM THE FAA FILES FOR THE OWNER(S) OF THIS AIRCRAFT ARE CORRECT, OWNERSHIP MEETS CITIZENSHIP REQUIREMENTS OF 14 CFR §47.3, AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY. <input checked="" type="checkbox"/> UPDATE THE MAILING / PHYSICAL ADDRESS AS SHOWN BELOW. I (WE) CERTIFY THE: NAME(S) SHOWN ABOVE FOR THE OWNER(S) OF THIS AIRCRAFT IS CORRECT, OWNERSHIP MEETS THE CITIZENSHIP REQUIREMENTS OF 14 CFR §47.3, AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY. NEW MAILING ADDRESS <u>c/o Kellerhals Ferguson Kroblin PLLC</u> <u>9053 Estate Thomas, Suite 101, St. Thomas USVI 00802</u> _____ NEW PHYSICAL ADDRESS: complete if physical address has changed, or the new mailing address is a PO Box or Mail Drop. <u>c/o Kellerhals Ferguson Kroblin PLLC</u> <u>9053 Estate Thomas, Suite 101, St. Thomas USVI 00802</u> _____		HELPFUL INFORMATION Review Aircraft Registration File Information for this aircraft at: http://registry.faa.gov/aircraftinquiry . Assistance may be obtained at our web page: http://registry.faa.gov/renewregistration , by e-mail at: faa_aircraft_registry@faa.gov , or by telephone at: (866) 762 - 9434 (toll free), or (405) 954 - 3116 When mailing fees, please use a check or money order made payable to the Federal Aviation Administration. Signature and Title Requirements for Common Registration Types: - Individual owner must sign, title would be "owner". - Partnership general partner signs showing "general partner" as title. - Corporation corporate officer or manager signs, showing full title. - Limited Liability Co authorized member, manager, or officer identified in the LLC organization document signs, showing full title. - Co-owner each co-owner must sign; showing "co-owner" as title. - Government authorized person must sign and show their full title. Note: All signatures must be in ink, or other permanent media. To correct entries: Draw a single line through error. Make correct entry in remaining space, or complete the form on-line. An application form will be rejected if any entry is covered by correction tape or similarly obscured.	
<input type="checkbox"/> TO CANCEL THE REGISTRATION FOR THIS AIRCRAFT: CHECK all applicable blocks below, COMPLETE SIGN, DATE & MAIL this form with any fees to the: FAA Aircraft Registry, PO Box 25504, Oklahoma City, OK, 73125-0504, or by courier to: 6425 S Denning Rm. 118, Oklahoma City OK 73169-6937 <input type="checkbox"/> CANCELLATION OF REGISTRATION IS REQUESTED. <input type="checkbox"/> THE AIRCRAFT WAS SOLD TO: (Show purchaser's name and address.) _____ _____ <input type="checkbox"/> THE AIRCRAFT IS DESTROYED OR SCRAPPED. <input type="checkbox"/> THE AIRCRAFT WAS EXPORTED TO: _____ <input type="checkbox"/> OTHER, Specify _____ <input type="checkbox"/> PLEASE RESERVE N-NUMBER IN THE OWNER'S NAME AND ADDRESS. The \$10 reservation fee is enclosed.			
SIGNATURE OF OWNER (required field)	PRINTED NAME OF SIGNER (required field)	TITLE (required field)	DATE
	Lawrence Visoski	Manager	2-21-2020
SIGNATURE OF OWNER (required field)	PRINTED NAME OF SIGNER	TITLE	DATE

Use page 2 for additional signatures.

Return Certificate of Registration to
I.A.T.S

200521518371
\$5.00 02/21/2020

AC Form 8050-1B (04/12)

SDNY_GM_02757576

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

EFTA_00244498

EFTA01329361

FILED WITH FAA
AIRCRAFT
REGISTRATION BR
2020 FEB 21 PM 3:12
OKLAHOMA CITY
OKLAHOMA

SDNY_GM_02757577

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

EFTA_00244499

EFTA01329362

 U.S. Department of Transportation Federal Aviation Administration	ASSIGNMENT OF SPECIAL REGISTRATION NUMBERS		Special Registration Number N212JE
	Aircraft Make and Model GULFSTREAM AEROSPACE GV-SP (G550)		Present Registration Number N415LM
	Serial Number 5173		Issue Date: Aug 23, 2017
ICAO AIRCRAFT ADDRESS CODE FOR N212JE - 50340675 PLAN D LLC 6100 RED HOOK QUARTER B3 ST THOMAS VI VI 00802			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 registration. Obtain a revised certificate of airworthiness from your nearest Flight Standards District Office. The latest FAA Form 8130-6, Application For Airworthiness on file is dated: Mar 07, 2008 The airworthiness classification and category: STD TRANSP
INSTRUCTIONS:			
SIGN AND RETURN THE ORIGINAL of this form to the Civil Aviation Registry, AFS-750, within 5 days after the special registration number is placed on the aircraft. A revised certificate will then be issued.			
The authority to use the special number expires: Aug 23, 2018			
CERTIFICATION: I certify that the special registration number was placed on the aircraft described above. Signature of Owner: <i>LAWRENCE VISOSKI</i>		RETURN FORM TO: Civil Aviation Registry, AFS-750 P.O. Box 25504 Oklahoma City, Oklahoma 73125-0504	
Title of Owner: <i>MANAGER, PLAN D, LLC</i>			
Date Placed on Aircraft: <i>JANUARY 2ND, 2018</i>			

AC FORM 8050-64 (5/2005) Supersedes Previous Edition

SDNY_GM_02757578

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

EFTA_00244500

EFTA01329363

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2018 JUN 5 PM 11 45
OKLAHOMA CITY
OKLAHOMA

SDNY_GM_02757579

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

EFTA_00244501

EFTA01329364

PLAN D, LLC Gulfstream G550 Serial #5173

6100 Red Hook St Thomas U.S.V.I. Quarters B3 00802
[REDACTED]

08/07/2017

To Whom it may concern / Ms Nancy,
FAA Registry,

At this time I'm requesting approval to apply N number N212JE to our Gulfstream G550 which is currently N415LM.
I have already pay the \$10.00 Fee from past correspondence,.

Please mail the 8050-64 / Assignment of Special Registration Numbers to my airport address below if possible:
Plan D, LLC c/o Larry Visoski Atlantic Aviation
3800 Southern Blvd, Suite #204
West Palm Beach, FL 33406

Thank you,


Larry Visoski
Manager,
Plan D, LLC
[REDACTED]

SDNY_GM_02757580

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

EFTA_00244502

EFTA01329365

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2017 AUG 9 PM 11 05
OKLAHOMA CITY
OKLAHOMA

SDNY_GM_02757581

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

EFTA_00244503

EFTA01329366

DOCUMENT LEVEL ANNOTATIONS

Receipt # 171881203014 \$10.00 07/07/2017

SDNY_GM_02757582

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

EFTA_00244504

EFTA01329367

SDNY_GM_02757583

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

EFTA_00244505

EFTA01329368



U.S. Department
of Transportation

**Federal Aviation
Administration**

Flight Standards Service
Aircraft Registration Branch,
AFS-750

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

Date of Issue: March 31, 2017

PLAN D LLC
6100 RED HOOK QUARTER B3
ST THOMAS, VI VI 00802

HAND DELIVERED TO IATS IN THE PD ROOM

T172058 This facsimile must be carried in the Aircraft as a Temporary Certificate of
Registration for

N415LM GULFSTREAM AEROSPACE GV-SP (G550) Serial 5173 and is valid until Apr
30, 2017.

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, AFS-750
Federal Aviation Administration

AFS-750-FAX-4 (01/14)

SDNY_GM_02757584

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

EFTA_00244506

EFTA01329369

SDNY_GM_02757585

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

EFTA_00244507

EFTA01329370

PRIORITY DECLARATION of INTERNATIONAL OPERATIONS

The undersigned owner of aircraft N 415LM, Manufacturer GULFSTREAM Aerospace
Model GV-SP (G550) Serial Number 5173
declares that this aircraft is scheduled to make an international flight* on APRIL 3rd 2017
as flight Number 415LM departing (KTEB) TETERBORO, NJ (date)
with a destination of (TIST) ST THOMAS, US VIRGIN ISLANDS (City/State)
(City/Country)

*[If required route between two points in the United States involves international navigation, explain under
Comments below, e.g. "partly over Canada" or "partly in international airspace".]

Expedited registration in support of this international flight is requested this
29th day of MARCH 2017 with knowledge that:

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 Owner PLAN D, LLC
Signature [Signature]
Typed Name and Title of Signer LAWRENCE VISOSKI, MANAGER
Phone: [Redacted] Fax: [Redacted]

Comments:

- * Please send the Fly Time Wire to IATS via fax number 405-684-5074.
- ** Please return the Certificate of Registration to IATS via the PD Room at the FAA.

Return Certificate of Registration to
I.A.T.S

Return Certificate of Registration to
I.A.T.S

AFS-750-DIO-1 (02/12)



[Signature]

SDNY_GM_02757586

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

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2017 MAR 29 A 11:04
OKLAHOMA CITY
OKLAHOMA

SDNY_GM_02757587

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

EFTA_00244509

EFTA01329372



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

Accepted CF Mar/31/2017

UNITED STATES REGISTRATION NUMBER N 415LM	TYPE OF REGISTRATION (Check <u>one</u> box) <input type="checkbox"/> 1. Individual <input type="checkbox"/> 2. Partnership <input checked="" type="checkbox"/> 3. Corporation (Includes LLC's) <input type="checkbox"/> 4. Co-Owner <input type="checkbox"/> 5. Government <input type="checkbox"/> 6. Non-Citizen Corporation <input type="checkbox"/> 7. Non-Citizen Corporation Co-Owner
AIRCRAFT MANUFACTURER AND MODEL Gulfstream Aerospace GV-SP (G550)	
AIRCRAFT SERIAL NUMBER 5173	
NAME(S) OF APPLICANT(S) (Person(s) shown on evidence of ownership. If individual, give last name, first name and middle initial) Plan D, LLC	
TELEPHONE NUMBER: ()	
MAILING ADDRESS (Permanent mailing address for first applicant listed above.) NUMBER AND STREET: 6100 Red Hook Quarter, BS	
RURAL ROUTE: _____ P.O. BOX _____	
CITY: St. Thomas STATE: USVI ZIP: 00802	
PHYSICAL ADDRESS (LOCATION IF P.O. BOX OR RURAL ROUTE BOX USED FOR MAIL NO ADDRESS) NUMBER AND STREET: _____	
DESCRIPTION OF LOCATION: _____	
CITY: _____ STATE: _____ ZIP: _____	
<input type="checkbox"/> CHECK HERE IF YOU ARE <u>ONLY</u> REPORTING A CHANGE OF ADDRESS	
<p>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)</p> <p align="center">CERTIFICATION</p> <p>I/WE CERTIFY:</p> <p>(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 etc. (CHECK AND COMPLETE a, b, or c)</p> <p><input type="checkbox"/> a. A resident alien with alien registration (Form 1-551) No. _____</p> <p><input type="checkbox"/> 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 _____</p> <p><input type="checkbox"/> c. A corporation using a voting trust to qualify Enter name of trustee _____</p> <p>(2) That the aircraft is not registered under the laws of any foreign country; and</p> <p>(3) That legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.</p> <p align="center">NOTE: If executed for co-ownership, all applicants must sign. Use next page if necessary.</p>	
1	SIGNATURE:
	DATE: March 29, 2017
	TYPED/PRINTED NAME: Lawrence Visoski
	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.	

AC Form 8050-1 (09/15)

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

SDNY_GM_02757588

EFTA_00244510

EFTA01329373

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2017 MAR 29 A 4 09
OKLAHOMA CITY
OKLAHOMA

SDNY_GM_02757589

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

EFTA_00244511

EFTA01329374

CF004381 Conveyance Recorded Mar/31/2017 08:26 AM FAA

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 **N415LM**

AIRCRAFT MANUFACTURER & MODEL
 Gulfstream Aerospace GV-SP (G550)

AIRCRAFT SERIAL No. 5173

DOES THIS **29** DAY OF March, 2017
 HEREBY SELL, GRANT, TRANSFER AND
 DELIVER ALL RIGHTS, TITLE, AND INTERESTS
 IN AND TO SUCH AIRCRAFT UNTO:

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

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.)

Plan D, LLC
 6100 Red Hook Quarter, B3
 St. Thomas, USVI 00802

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 we HAVE SET OUR HAND AND SEAL THIS **29** DAY OF March 2017

SELLER

NAME(S) OF SELLER (TYPED OR PRINTED)	SIGNATURE(S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
Chevron U.S.A., Inc.	<i>Elizabeth K. ...</i>	Attorney-in-Fact

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 0052-00-829-0003)

170880913227
\$5.00 03/29/2017

SDNY_GM_02757590

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

EFTA_00244512

EFTA01329375

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2017 MAR 29 A 4 09
OKLAHOMA CITY
OKLAHOMA

SDNY_GM_02757591

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

EFTA_00244513

EFTA01329376

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2017 MAR - 7 P 11
OKLAHOMA CITY
OKLAHOMA

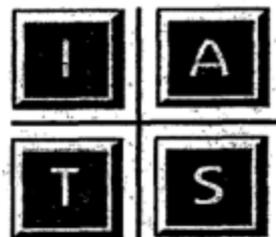
SDNY_GM_02757593

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

EFTA_00244515

EFTA01329378

ACTION
2 / NCG



Insured Aircraft Title Service, Inc.

P.O. Box 19527 Oklahoma City, Ok 73144 (405) 681-6663
4848 SW 36th Street Oklahoma City, Ok 73159 (800) 654-4882
e-mail address: iats@earthlink.net FAX (405) 681-9299
web site: www.insuredaircraft.com

FEDERAL AVIATION ADMINISTRATION
CENTRAL RECORDS DIVISION
OKLAHOMA CITY, OKLAHOMA

Date: January 30, 2017

Dear Sir/Madam:

Please Reserve N _____ in NAME ONLY for:

N# Change Request

Please Reserve N 415LM and assign for the following aircraft:

N 401HB Make Gulfstream Aerospace Model GV-SP (G550) Serial # 5173

Which is (1) being purchased by x (2) registered to _____:

Chevron U S A Inc.
7799 Earhart Road
Oakland, CA 94621

Payment of the required \$10.00 fee per number to reserve/assign is attached. If the preferred N number is not available, please contact the undersigned for a selection of a new number. Please send the confirmation of reservation/8050-64 form to Insured Aircraft title Service, Inc. in the Public Documents room of the FAA.

Additional Information: Please reserve and assign N415LM to N401HB

Requested by: Kellie Price

Fee: \$20.00

170300828499
\$20.00 01/30/2017

SDNY_GM_02757594

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

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2017 JAN 30 1 A 8 31
OKLAHOMA CITY
OKLAHOMA

SDNY_GM_02757595

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

EFTA_00244517

EFTA01329380

Paperwork Reduction Act Statement: The information collected on this form is necessary to maintain aircraft registration. We estimate that it will take approximately 30 minutes to complete the form. Please note that an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. **Form Approved, OMB No. 2120-0729.** Comments concerning the accuracy of this burden and suggestions for reducing the burden should be directed to the FAA at: 800 Independence Avenue SW, Washington, DC 20591. ATTN: Information Collection Clearance Officer, AES-200.

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION AIRCRAFT REGISTRATION RENEWAL APPLICATION		FAILURE TO RENEW REGISTRATION WILL RESULT IN CANCELLATION OF REGISTRATION AND REGISTRATION NUMBER ASSIGNMENT (See 14 C.F.R. §§ 47.15(i), 47.40 and 47.41)	
AIRCRAFT REGISTRATION NUMBER N 401HB		SERIAL NUMBER 5173	
MANUFACTURER GULFSTREAM AEROSPACE		MODEL GV-SP (G550)	
DATE OF ISSUANCE 04/02/2008	DATE OF EXPIRATION 04/30/2020	TYPE OF REGISTRATION CORPORATION	
ENTER REGISTERED OWNER(S) & ADDRESS FROM FAA FILE (Owner 1) <u>CHEVRON U S A INC</u> (Owner 2) _____ Note: Enter any additional owner names on page two. (Address) <u>7799 EARHART RD</u> (Address) _____ City <u>OAKLAND</u> State <u>CA</u> Zip <u>94621-4543</u> Country <u>UNITED STATES</u> Physical Address: Required when mailing address is a P.O. Box or mail drop. (Address) _____ (Address) _____ City _____ State _____ Zip _____ Country _____		HELPFUL INFORMATION Review Aircraft Registration File Information for this aircraft at: http://registry.faa.gov/aircraftinquiry Assistance may be obtained at our web page: http://registry.faa.gov/renewregistration by e-mail at: faa.aircraft.registry@faa.gov or by telephone at: (866) 762 - 9434 (toll free), or (405) 954 - 3116 When mailing fees, please use a check or money order made payable to the Federal Aviation Administration. Signature and Title Requirements for Common Registration Types: - Individual owner must sign, title would be "owner". - Partnership general partner signs showing "general partner" as title. - Corporation corporate officer or manager signs, showing full title. - Limited Liability Co authorized member, manager, or officer identified in the LLC organization document signs, showing full title. - Co-owner each co-owner must sign; showing "co-owner" as title. - Government authorized person must sign and show their full title. Note: All signatures must be in ink, or other permanent media. To correct entries: Draw a single line through error. Make correct entry in remaining space, or complete the form on-line. An application form will be rejected if any entry is covered by correction tape or similarly obscured.	
<input checked="" type="checkbox"/> I (WE) CERTIFY, THE NAME(S) AND ADDRESSES FROM THE FAA FILES FOR THE OWNER(S) OF THIS AIRCRAFT ARE CORRECT, OWNERSHIP MEETS CITIZENSHIP REQUIREMENTS OF 14 CFR §47.3, AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY. <input type="checkbox"/> UPDATE THE MAILING / PHYSICAL ADDRESS AS SHOWN BELOW. I (WE) CERTIFY THE: NAME(S) SHOWN ABOVE FOR THE OWNER(S) OF THIS AIRCRAFT IS CORRECT, OWNERSHIP MEETS THE CITIZENSHIP REQUIREMENTS OF 14 CFR §47.3, AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY. NEW MAILING ADDRESS _____ _____ _____ NEW PHYSICAL ADDRESS: complete if physical address has changed, or the new mailing address is a PO Box or Mail Drop. _____ _____ _____		TO RENEW REGISTRATION: <u>REVIEW</u> aircraft registration information, <u>SELECT</u> the appropriate statement, <u>ENTER</u> any change in address in the spaces below, <u>SIGN, DATE, & SEND</u> form with the \$5 renewal fee to the: FAA Aircraft Registry, PO Box 25504, Oklahoma City OK 73125-0504, or by courier to: 6425 S Denning Rm 118, Oklahoma City OK 73169-6937 TO CANCEL THE REGISTRATION FOR THIS AIRCRAFT: <u>CHECK</u> All applicable block(s) below, <u>COMPLETE, SIGN, DATE & MAIL</u> this form with any fees to the: FAA Aircraft Registry, PO Box 25504, Oklahoma City, OK, 73125-0504, or by courier to: 6425 S Denning Rm. 118, Oklahoma City OK 73169-6937 <input type="checkbox"/> CANCELLATION OF REGISTRATION IS REQUESTED. <input type="checkbox"/> THE AIRCRAFT WAS SOLD TO: (Show purchaser's name and address.) _____ _____ <input type="checkbox"/> THE AIRCRAFT IS DESTROYED OR SCRAPPED. <input type="checkbox"/> THE AIRCRAFT WAS EXPORTED TO: _____ <input type="checkbox"/> OTHER, Specify _____ <input type="checkbox"/> PLEASE RESERVE N-NUMBER IN THE OWNER'S NAME AND ADDRESS. The \$10 reservation fee is enclosed.	
SIGNATURE OF OWNER 1 (required field)	PRINTED NAME OF SIGNER (required field)	TITLE (required field)	DATE
Electronically Certified by Registered Owners			12/2/2016
SIGNATURE OF OWNER 2	PRINTED NAME OF SIGNER	TITLE	DATE

Use page 2 for additional signatures.

Fee paid: \$5 (201612021356474332NB)

AC Form 8050-1B (04/12)

SDNY_GM_02757596

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

EFTA_00244518

EFTA01329381

SDNY_GM_02757597

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

EFTA_00244519

EFTA01329382

SDNY_GM_02757599

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

EFTA_00244521

EFTA01329384

Paperwork Reduction Act Statement: The information collected on this form is necessary to maintain aircraft registration. We estimate that it will take approximately 30 minutes to complete the form. Please note that an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. **Form Approved, OMB No. 2120-0729.** Comments concerning the accuracy of this burden and suggestions for reducing the burden should be directed to the FAA at: 800 Independence Avenue SW, Washington, DC 20591. ATTN: Information Collection Clearance Officer, AES-200.

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION		AIRCRAFT REGISTRATION RENEWAL APPLICATION		<p><i>FAILURE TO RENEW REGISTRATION WILL RESULT IN CANCELLATION OF REGISTRATION AND REGISTRATION NUMBER ASSIGNMENT (See 14 C.F.R. §§ 47.15(i), 47.40 and 47.41)</i></p>	
AIRCRAFT REGISTRATION NUMBER N 401HB		SERIAL NUMBER 5173			
MANUFACTURER GULFSTREAM AEROSPACE		MODEL GV-SP (G550)			
DATE OF ISSUANCE 04/02/2008		DATE OF EXPIRATION 04/30/2017		TYPE OF REGISTRATION CORPORATION	
<p>ENTER REGISTERED OWNER(S) & ADDRESS FROM FAA FILE</p> <p>(Owner 1) <u>CHEVRON U S A INC</u></p> <p>(Owner 2) _____</p> <p>Note: Enter any additional owner names on page two.</p> <p>(Address) <u>7799 EARHART RD</u></p> <p>(Address) _____</p> <p>City <u>OAKLAND</u> State <u>CA</u> Zip <u>94621-4543</u></p> <p>Country <u>UNITED STATES</u></p> <p>Physical Address: Required when mailing address is a P.O. Box or mail drop.</p> <p>(Address) _____</p> <p>(Address) _____</p> <p>City _____ State _____ Zip _____</p> <p>Country _____</p> <p>TO RENEW REGISTRATION: <u>REVIEW</u> aircraft registration information, <u>SELECT</u> the appropriate statement, <u>ENTER</u> any change in address in the spaces below, <u>SIGN, DATE, & SEND</u> form with the \$5 renewal fee to the: FAA Aircraft Registry, PO Box 25504, Oklahoma City OK 73125-0504, or by courier to: 6425 S Denning Rm 118, Oklahoma City OK 73169-6937</p> <p><input checked="" type="checkbox"/> I (WE) CERTIFY, THE NAME(S) AND ADDRESSES FROM THE FAA FILES FOR THE OWNER(S) OF THIS AIRCRAFT ARE CORRECT, OWNERSHIP MEETS CITIZENSHIP REQUIREMENTS OF 14 CFR §47.3, AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY.</p> <p><input type="checkbox"/> UPDATE THE MAILING / PHYSICAL ADDRESS AS SHOWN BELOW. I (WE) CERTIFY THE: NAME(S) SHOWN ABOVE FOR THE OWNER(S) OF THIS AIRCRAFT IS CORRECT, OWNERSHIP MEETS THE CITIZENSHIP REQUIREMENTS OF 14 CFR §47.3, AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY.</p> <p>NEW MAILING ADDRESS _____</p> <p>_____</p> <p>_____</p> <p>NEW PHYSICAL ADDRESS: complete if physical address has changed, or the new mailing address is a PO Box or Mail Drop.</p> <p>_____</p> <p>_____</p> <p>_____</p>				<p>HELPFUL INFORMATION</p> <p>Review Aircraft Registration File Information for this aircraft at: http://registry.faa.gov/aircraftinquiry.</p> <p>Assistance may be obtained at our web page: http://registry.faa.gov/renewregistration, by e-mail at: faa.aircraft.registry@faa.gov, or by telephone at: (866) 762 - 9434 (toll free), or (405) 954 - 3116</p> <p>When mailing fees, please use a check or money order made payable to the Federal Aviation Administration.</p> <p>Signature and Title Requirements for Common Registration Types:</p> <ul style="list-style-type: none"> - Individual owner must sign, title would be "owner". - Partnership general partner signs showing "general partner" as title. - Corporation corporate officer or manager signs, showing full title. - Limited Liability Co authorized member, manager, or officer identified in the LLC organization document signs, showing full title. - Co-owner each co-owner must sign; showing "co-owner" as title. - Government authorized person must sign and show their full title. <p>Note: All signatures must be in ink, or other permanent media.</p> <p>To correct entries: Draw a single line through error. Make correct entry in remaining space, or complete the form on-line. An application form will be rejected if any entry is covered by correction tape or similarly obscured.</p> <p>TO CANCEL THE REGISTRATION FOR THIS AIRCRAFT: <u>CHECK</u> All applicable block(s) below, <u>COMPLETE, SIGN, DATE & MAIL</u> this form with any fees to the: FAA Aircraft Registry, PO Box 25504, Oklahoma City, OK, 73125-0504, or by courier to: 6425 S Denning Rm. 118, Oklahoma City OK 73169-6937</p> <p><input type="checkbox"/> CANCELLATION OF REGISTRATION IS REQUESTED.</p> <p><input type="checkbox"/> THE AIRCRAFT WAS SOLD TO: (Show purchaser's name and address.)</p> <p>_____</p> <p>_____</p> <p><input type="checkbox"/> THE AIRCRAFT IS DESTROYED OR SCRAPPED.</p> <p><input type="checkbox"/> THE AIRCRAFT WAS EXPORTED TO:</p> <p>_____</p> <p><input type="checkbox"/> OTHER, Specify _____</p> <p><input type="checkbox"/> PLEASE RESERVE N-NUMBER IN THE OWNER'S NAME AND ADDRESS. The \$10 reservation fee is enclosed.</p>	
SIGNATURE OF OWNER 1 (required field)		PRINTED NAME OF SIGNER (required field)		TITLE (required field)	
Electronically Certified by Registered Owners				12/4/2013	
SIGNATURE OF OWNER 2		PRINTED NAME OF SIGNER		TITLE	
				DATE	

Use page 2 for additional signatures.

Fee paid: \$5 (201312041628370511NB)

AC Form 8050-1B (04/12)

SDNY_GM_02757600

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

EFTA_00244522

EFTA01329385

SDNY_GM_02757601

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

EFTA_00244523

EFTA01329386

SDNY_GM_02757603

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

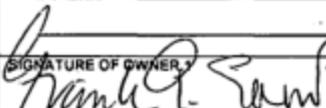
EFTA_00244525

EFTA01329388

Paperwork Reduction Act Statement: The information collected on this form is necessary to obtain aircraft re-registration. We estimate that it will take approximately 30 minutes to complete the form. Please note that any agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. Form Approved, OMB No. 2120-0729
Comments concerning the accuracy of this burden and suggestions for reducing the burden should be directed to the FAA at: 800 Independence Avenue SW, Washington, DC 20591. ATTN: Information Collection Clearance Officer, AES-200

**DEPARTMENT OF TRANSPORTATION-FEDERAL AVIATION ADMINISTRATION
AIRCRAFT RE-REGISTRATION APPLICATION**

**FAILURE TO RE-REGISTER WILL RESULT
IN CANCELLATION OF REGISTRATION
AND REGISTRATION NUMBER ASSIGNMENT
(See 14 C.F.R. §§ 47.15(f), 47.40 and 47.41)**

AIRCRAFT REGISTRATION NUMBER N 401HB		SERIAL NUMBER 5173	
MANUFACTURER GULFSTREAM AEROSPACE		MODEL GV-SP (G550)	
DATE OF ISSUANCE APRIL 02, 2008	DATE OF EXPIRATION JUNE 30, 2011	TYPE OF REGISTRATION CORPORATION	
NAME AND MAILING ADDRESS OF REGISTERED OWNER (If individual, give last name, first name and middle initial) (Owner 1) <u>CHEVRON USA INC</u> (Owner 2) _____ Note: Enter any additional owner names on page two of this document. (Address) <u>6001 BOLLINGER CANYON ROAD</u> (Address) _____ City <u>SAN RAMON</u> State <u>CA</u> Zip <u>94583-2324</u> Country <u>UNITED STATES</u>		INFORMATION FOR COMPLETION Additional information may be obtained at our web page http://registry.faa.gov/renewregistration or by phone at 866-762-9434. Aircraft Registration information may be reviewed at: http://registry.faa.gov/aircraftinquiry Please pay fees with a check or money order payable to the Federal Aviation Administration. Signature Requirements for Listed Registration Types: - Individual owner must sign. - Partnership a general partner must sign. - Corporation a corporate officer or managing official must sign. - Limited Liability Co. a member, manager, or officer who is authorized to manage the LLC must sign. - Co-owner each co-owner must sign, continuing as necessary, on page number two. - Government any authorized person may sign. Note: All signatures must be in ink.	
PHYSICAL ADDRESS (REQUIRED WHEN MAILING ADDRESS IS A P.O. BOX OR MAIL DROP) (Address) _____ (Address) _____ City _____ State _____ Zip _____ Country _____		TO RE-REGISTER AIRCRAFT: REVIEW REGISTRATION INFORMATION, ENTER CORRECTIONS IN BLANKS PROVIDED, CHECK APPLICABLE BLOCK BELOW, SIGN, DATE, & MAIL WITH THE \$5 FEE, To: The FAA Aircraft Registration Branch, PO Box 25504, Oklahoma City, OK, 73125-0504. <input type="checkbox"/> I (WE) CERTIFY THE NAME(S) AND MAILING ADDRESS SHOWN ABOVE FOR THE OWNER(S) OF THIS AIRCRAFT ARE CORRECT, OWNERSHIP MEETS CITIZENSHIP REQUIREMENTS OF 14 CFR §47.3, AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY. <input checked="" type="checkbox"/> UPDATE THE MAILING / PHYSICAL ADDRESS AS SHOWN BELOW. I (WE) CERTIFY THE NAME(S) SHOWN ABOVE FOR THE OWNER(S) OF THIS AIRCRAFT IS CORRECT, OWNERSHIP MEETS THE CITIZENSHIP REQUIREMENTS OF 14 CFR §47.3, AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY. MAILING ADDRESS: <u>7799 EARHART ROAD</u> <u>OAKLAND, CA 94621</u> PHYSICAL ADDRESS: COMPLETE IF PHYSICAL ADDRESS HAS CHANGED, OR NEW MAILING ADDRESS IS A PO BOX OR MAIL DROP. _____ _____	
TO CANCEL THE REGISTRATION FOR THIS AIRCRAFT: THE LAST REGISTERED OWNER MUST: MARK THE APPLICABLE BLOCK(S). COMPLETE, SIGN, DATE & Mail with any fees to: The FAA Aircraft Registration Branch, PO Box 25504, Oklahoma City, OK, 73125-0504. CANCELLATION OF REGISTRATION IS REQUESTED FOR THE REASON MARKED BELOW, <input type="checkbox"/> 1. THE AIRCRAFT WAS SOLD TO: (Show purchaser's name and address) _____ _____ <input type="checkbox"/> 2. THE AIRCRAFT IS DESTROYED OR SCRAPPED. <input type="checkbox"/> 3. THE AIRCRAFT WAS EXPORTED TO: _____ <input type="checkbox"/> 4. OTHER, Specify _____ <input type="checkbox"/> UPON CANCELLATION, PLEASE RESERVE THE N-NUMBER IN OWNERS' NAME. The \$10 check or money order for the N-number reservation fee is enclosed.			
SIGNATURE OF OWNER 1 	PRINTED NAME OF SIGNER Frank G. Soler	TITLE Assistant Secretary	DATE 2/8/2011
SIGNATURE OF OWNER 2 _____	PRINTED NAME OF SIGNER _____	TITLE _____	DATE _____

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2011 FEB 7 AM 8 34
OKLAHOMA CITY
OKLAHOMA

SDNY_GM_02757605

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

EFTA_00244527

EFTA01329390

DOCUMENT LEVEL ANNOTATIONS

REV/DOI - 4/2/2008

SDNY_GM_02757606

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

EFTA_00244528

EFTA01329391

SDNY_GM_02757607

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

EFTA_00244529

EFTA01329392

SDNY_GM_02757609

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

EFTA_00244531

EFTA01329394

DECLARATION OF INTERNATIONAL OPERATIONS

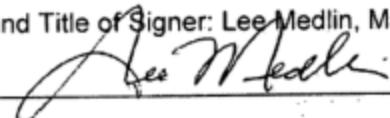
The undersigned owner of aircraft N401HB, Manufacturer Gulfstream Aerospace Corporation Model No. GV-SP (G550) Serial No. 5173 declares that this aircraft is scheduled to make an international flight on April 14, 2008 departing Oakland, California, USA, with a destination of London, England, United Kingdom.

Expedited registration in support of this international flight is requested this 27th day of March, 2008 with knowledge that:

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 or 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).

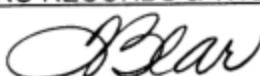
Name of Owner: Chevron U.S.A. Inc.

Typed Name and Title of Signer: Lee Medlin, Manager Flight Operations

Signature: 

Comments:

Filed by: AERO RECORDS & TITLE CO.



6854250
(telephone number)

SDNY_GM_02757610

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

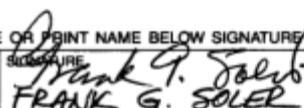
FILED WITH FAA
AIRCRAFT REGISTRATION BR
2008 MAR 27 PM 1 25
OKLAHOMA CITY
OKLAHOMA

SDNY_GM_02757611

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

EFTA_00244533

EFTA01329396

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION-MORONEY AERONAUTICAL CENTER AIRCRAFT REGISTRATION APPLICATION		CERT. ISSUE DATE _____	
UNITED STATES REGISTRATION NUMBER N 401 HB		FOR FAA USE ONLY	
AIRCRAFT MANUFACTURER & MODEL GULFSTREAM AEROSPACE GV-SP (G550)			
AIRCRAFT SERIAL No. 5173			
TYPE OF REGISTRATION (Check one box)			
<input type="checkbox"/> 1. Individual <input type="checkbox"/> 2. Partnership <input checked="" type="checkbox"/> 3. Corporation <input type="checkbox"/> 4. Co-owner <input type="checkbox"/> 5. Govt. <input type="checkbox"/> 6. Non-Citizen Corporation			
NAME OF APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.)			
CHEVRON U.S.A. INC.			
TELEPHONE NUMBER: (510) 430-2935			
ADDRESS (Permanent mailing address for first applicant listed.) (If P.O. BOX is used, physical address must also be shown.)			
Number and street: 6001 Bollinger Canyon Road			
Rural Route: _____ P.O. Box: _____			
CITY SAN RAMON	STATE CA	ZIP CODE 94583	
<input type="checkbox"/> 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. <input type="checkbox"/> A resident alien, with alien registration (Form 1-151 or Form 1-551) No. _____ b. <input type="checkbox"/> 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  FRANK G. SOLER	TITLE ASST. SECRETARY	DATE 3/19/08
	SIGNATURE _____	TITLE _____	DATE 3-27-08
	SIGNATURE _____	TITLE _____	DATE _____
NOTE: Pending receipt of the Certificate of Aircraft Registration, the aircraft may be operated for a period not in excess of 90 days, during which time the PINK copy of this application must be carried in the aircraft.			

AC Form 8050-1 (5/03) (0052-00-628-9007)

SDNY_GM_02757612

T TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15,

EFTA_00244534

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2008 MAR 27 PM 1 25
OKLAHOMA CITY
OKLAHOMA

SDNY_GM_02757613

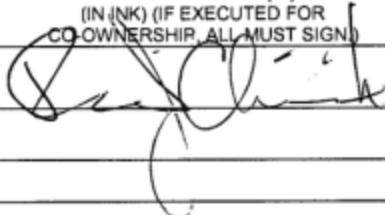
TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15,

EFTA_00244535

EFTA01329398

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 401HB
AIRCRAFT MANUFACTURER & MODEL Gulfstream Aerospace GV-SP (G550)
AIRCRAFT SERIAL NO. <p style="text-align: center;">5173</p>
DOES THIS <u>27th</u> DAY OF <u>March</u> , 2008, HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:

Do Not Write In This Block
FOR FAA USE ONLY

PURCHASER	NAME AND ADDRESS (IF INDIVIDUAL (S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL.) Chevron U.S.A. Inc. 6001 Bollinger Canyon Road San Ramon, CA 94583		
	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 WE HAVE SET OUR HAND AND SEAL THIS <u>27th</u> DAY OF <u>March</u> , 200 <u>8</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)
	Gulfstream Aerospace Corporation		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

080871324467
\$5.00 03/27/2008

SDNY_GM_02757614

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

EFTA_00244536

EFTA01329399

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2008 MAR 27 PM 1 25
OKLAHOMA CITY
OKLAHOMA

SDNY_GM_02757615

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

EFTA_00244537

EFTA01329400

[Faint, mostly illegible text from a document or form, possibly a letter or report, with some scattered characters and lines.]

OKLAHOMA CITY
OKLAHOMA
2008 JAN 23 - PM 3 19
AIRCRAFT REGISTRATION BR
FILED WITH FAA

SDNY_GM_02757617

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

EFTA_00244539

EFTA01329402

AIRCRAFT TITLE SEARCHES
RECORDING SERVICES
AIRMEN RECORD INFORMATION



Aero Records & Title Co.
P.O. Box 19246
Oklahoma City, OK 73144
(405) 239-2507 • 1-800-654-7202
FAX: (405) 681-2047

882524

October 25, 2007
Hand Delivered

To: FAA
Oklahoma City, Oklahoma

Attention: Central Records

Gentlemen:

On behalf of our client:

GULFSTREAM AEROSPACE CORP.
500 Gulfstream Rd., M.S. B-16
Savannah, GA 31407

401HB
-64 673GA
18 NOV 14 2007

Please initiate the following action:

1. Please **RESERVE** the following special registration number:

N401HB

**PLEASE HAND THE CONFIRMATION OF RESERVATION LETTER TO
ARTC IN THE PUBLIC DOCUMENTS ROOM.**

2. Please **ASSIGN N401HB** to the following described aircraft which
is registered to our client above:

**GULFSTREAM AEROSPACE GV-SP (G550)
SERIAL NUMBER 5173
CURRENTLY N673GA**

**PLEASE HAND THE ORIGINAL FORM 8050-64 TO ARTC IN THE PUBLIC
DOCUMENTS ROOM.**

Thank you.

072981539402
\$10.00 10/25/2007

PLEASE HAND CONFIRMATION OF RESERVATION LETTER TO ARTC - PUBLIC DOCUMENTS ROOM.

PLEASE HAND ORIGINAL FORM 8050-64 TO ARTC - PUBLIC DOCUMENTS ROOM.

Thank you,

AERO RECORDS & TITLE CO.

By: *Lisa Gaskin*
LISA THOMAS GASKIN/Senior Administrator, Special Services
/lg

Fee Attached: \$ 10.00

CC: Sara Hudson
Gulfstream Aerospace Corp.

SDNY_GM_02757618

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

EFTA_00244540

EFTA01329403

FILED WITH FAA
AIRPORT REGISTRATION DE
07 OCT 25 PM 3 28
OKLAHOMA CITY
OKLAHOMA

SDNY_GM_02757619

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

EFTA_00244541

EFTA01329404

SDNY_GM_02757621

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

EFTA_00244543

EFTA01329406

3016336

Gulfstream

A GULFSTREAM COMPANY

672GA
06 FEB 26 2007

February 15, 2007

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

ATTENTION: CENTRAL RECORDS DIVISION

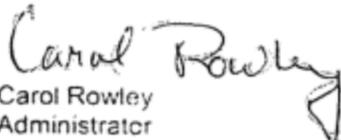
Dear Madam/Sir:

Please reserve and assign the enclosed special registration numbers for Gulfstream Aerospace Corporation.

Once these numbers have been reserved and 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 Lisa Thomas at ARTC immediately.

Thank you for your assistance with this request.

Very truly yours,


Carol Rowley
Administrator

Enclosure

070471458332
\$420.00 02/16/2007

SDNY_GM_02757622

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

EFTA_00244544

EFTA01329407

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2007 FEB 16 PM 2 53
OKLAHOMA CITY
OKLAHOMA

SDNY_GM_02757623

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

EFTA_00244545

EFTA01329408

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AIRCRAFT REGISTRATION BR
2007 FEB 16 PM 2 53
OKLAHOMA CITY
OKLAHOMA

SDNY_GM_02757625

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EFTA_00244547

EFTA01329410

68
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71
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73

Aero Records & Title Co.

Post Office Box 19246, Oklahoma City, OK 73144
Phone: (405) 685-4250 • (800) 654-7202 • Fax: (405) 681-2047
Escrow Toll Free: (800) 500-7457



February 16, 2007

REQUEST FOR MANUFACTURER N# ASSIGNMENTS

Aircraft Title Searches
Professional Escrow and Closing Services
Recording Services
Reservation and Assignment of Special Registration Numbers
Aircraft Title Insurance
§1031 Like-Kind Exchange Services

Federal Aviation Administration
Civil Aviation Registry
Aircraft Registration Branch
Attention: Central Records

Reference: (42) Registration Number Assignments

Gentlemen/Ladies:

On behalf of our client:

GULFSTREAM AEROSPACE CORPORATION
500 GULFSTREAM ROAD, MAIL STOP B-16
SAVANNAH, GA 31407

Physical address for
courier deliveries:

3300 South Lakeside Drive
Oklahoma City, OK 73179

Please reserve & assign forty-two (42) special registration numbers as listed on Gulfstream's enclosed 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.

www.aerorecords.com

The necessary \$420.00 fee for reservation of the special registration numbers is enclosed.

Thank you,

LISA THOMAS GASKIN

Special Services Administrator

/lg

Enclosures: letter by Gulfstream & check for \$420.

CC: Carol Rowley /Gulfstream

Aero Records & Title Co. is
a subsidiary of Fidelity National
Title Insurance Company...
a member of the
Fidelity National Financial, Inc.
family of companies.

SDNY_GM_02757626

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

EFTA_00244548

EFTA01329411

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OKLAHOMA CITY
OKLAHOMA

SDNY_GM_02757627

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

EFTA_00244549

EFTA01329412