

**Origin** Please print and press hard.  
 Site 1-8-03 Sender's FedEx Account Number [Redacted]  
 Sender's Name Darren Indyke Phone [Redacted]  
 Company NYSG LLC  
 Address 457 MADISON AVE Dept./Floor/Suite/Room  
 City NEW YORK State NY ZIP 10022-6843  
 Internal Billing Reference [Redacted] OPTICAL  
 Recipient's Name Laura Everington Phone [Redacted]  
 Company Universal Weather & Aviation, Inc.  
 Address [Redacted] We cannot deliver to [Redacted] boxes or [Redacted] codes.  
 City Houston State TX ZIP 77061

**Try online shipping at fedex.com**

By using this Airbill you agree to the service conditions on the back of this Airbill and in our current Service Guide, including terms that limit our liability.

**Questions? Visit our Web site at fedex.com**  
 or call 1.800.Go.FedEx® 800.463.3339.

0230907951

**4a Express Package Service** Packages up to 150 lbs. Delivery commitment may be later in some areas.  
 FedEx Priority Overnight Next business morning  
 FedEx Standard Overnight Next business afternoon  
 FedEx First Overnight Earliest next business morning delivery to select locations  
 FedEx 2Day Second business day FedEx Envelope rate not available. Minimum charge One-ground rate  
 FedEx Express Saver Third business day

**4b Express Freight Service** Packages over 150 lbs. Delivery commitment may be later in some areas.  
 FedEx 1Day Freight\* Next business day  
 FedEx 2Day Freight Second business day  
 FedEx 3Day Freight Third business day  
 \* Call for Confirmation.

**5 Packaging** Declared value limit \$500  
 FedEx Envelope\*  
 FedEx Pak\* Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak  
 Other

**6 Special Handling** Include FedEx address in Section 3.  
 SATURDAY Delivery Available ONLY for FedEx Priority Overnight and FedEx 2Day to select ZIP codes  
 HOLD Weekday at FedEx Location NOT Available for FedEx First Overnight  
 HOLD Saturday at FedEx Location Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations  
 Does this shipment contain dangerous goods? One box must be checked.  
 NO  
 Yes As per attached Shipper's Declaration  
 Yes Shipper's Declaration not required  
 Dry Ice Dry Ice, 9, UN 1845 x kg  
 Dangerous Goods (including Dry Ice) cannot be shipped in FedEx packaging.  Cargo Aircraft Only

**7 Payment Bill to:** Enter FedEx Acct. No. or Credit Card No. below.  
 Sender Acct. No. in Section 1 will be billed.  
 Recipient  
 Third Party  
 Credit Card  
 Cash/Check  
 FedEx Acct. No. / Credit Card No. Exp. Date

Total Packages	Total Weight	Total Declared Value*
		\$ .00

\*Our liability is limited to \$100 unless you declare a higher value. See back for details. FedEx Use Only

**8 Release Signature** Sign to authorize delivery without obtaining signature.

By signing you authorize us to deliver this shipment without obtaining a signature and agree to indemnify and hold us harmless from any resulting claims.

447



**UNIVERSAL**  
Weather & Aviation, Inc.

[REDACTED]  
Houston, Texas 77061  
[REDACTED]

February 4, 2003

Darren Indyke  
Hyperion Air, Inc.  
457 Madison Avenue, 4<sup>th</sup> Floor  
New York, NY 10022

Dear Darren Indyke,

Enclosed you will find the I-94W forms that I ordered for you and are specific to your company. I have also included a copy of an E-Ticket. Each time you utilize the VWPP contract, have the passenger fill out one of the I-94W forms as well as an E-Ticket. (either a copy of the one enclosed or one similar)

Give me a call whenever you get the opportunity and we will go over the process of utilizing all of the information.

If there is anything else that I can do for you please do not hesitate to call me,

I look forward to hearing from you soon.

Sincerely,

Laura W. Everington  
International Flight Status  
Universal Weather & Aviation, Inc.

[REDACTED]



U.S. Department of Justice

Immigration and Naturalization Service

National Fines Office

70/30

Suite 425  
1525 Wilson Boulevard  
Arlington, VA 22209

January 22, 2003

Laura Everington  
Universal Weather & Aviation, Inc.  
[REDACTED]  
Houston, TX 77061

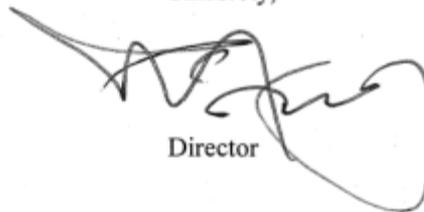
Dear Ms Everington:

Enclosed is the signed copy of the Visa Waiver Pilot Program (VWPP) Carrier Agreement (Form I-775) for Universal Weather & Aviation, Inc for Hyperion Air, Inc. This document should be retained by the carrier as evidence of its having been approved by the Immigration and Naturalization Service (INS) for VWPP participation. The carrier is subject to monetary penalties under the Immigration and Nationality Act (INA) if conditions of the VWPP are not met.

As a reminder, in order to ensure timely payment of fines and liquidated damages by carriers, the Immigration and Naturalization Service (INS) requires satisfactory fines, liquidated damages, and user fee payment records as a condition precedent to approval of contracts. Carriers must have satisfactory payment records before agreements will be approved by the INS and must maintain satisfactory payment records in order to retain the benefits of existing agreements. A satisfactory payments record assumes the INS has no delinquent fines, liquidated damages, or user fee claims against a carrier, unless subject of timely-filed administrative appeals. The INS retains the right to cancel contracts, upon thirty (30) days notice, for carriers with delinquent payment records.

If you have any further questions or concerns regarding the VWPP, please contact Immigration Fines Officer [REDACTED]. For information relating to fines, liquidated damages, or user fee payment records, contact the Debt Collection and Cash Management Branch at [REDACTED].

Sincerely,



Director

Enclosure

cc: Contract File

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**A G R E E M E N T**  
Between  
**HYPERION AIR, INC.**

---

**A Carrier operating between foreign territory and the United States of America  
and**

**The United States of America**

Entered into pursuant to Sections 103 and 217  
Immigration and Nationality Act

WHEREAS, Section 217 of the Immigration and Nationality Act of 1952, as amended, [Section 1187 of Title 8, United States Code] authorizes the establishment of a Visa Waiver Pilot Program and requires agreements between carriers and the Attorney General, on behalf of the United States of America, in conjunction with the transport of certain nonimmigrant visitors to the United States and the waiver of the requirement of nonimmigrant visas for the admission of such nonimmigrant visitors into the United States under a Visa Waiver Pilot Program;

WHEREAS, the Attorney General and the Secretary of State have established a Visa Waiver Pilot Program pursuant to Section 217 of the Immigration and Nationality Act of 1952, as amended;

1. The carrier will not transport to the United States any alien for admission as a nonimmigrant visitor under the Visa Waiver Pilot Program unless such alien: (a) is a national of and is in possession of a valid passport issued by a country listed in Section 217.2 of Title 8 of the Code of Federal Regulations; (b) has been provided with a Visa Waiver Information Form; (c) seeks admission into the United States for ninety (90) days or less; (d) has a valid, roundtrip, nontransferable ticket (except in the country of issuance or nationality or residence of the alien), that is valid for one year for purposes of deportation or exclusion, issued by a carrier signatory on Form I-775, Visa Waiver Pilot Program Carrier Agreement, or by authorized agents who are sub-contractors to such a carrier, and guaranteeing transportation from the United States; (e) agrees that the return portion of each ticket may be used to effect his or her removal from the United States based on a finding of excludability or deportability under 8 CFR 217.4; (f) appears otherwise admissible to the United States.
2. The carrier will unconditionally honor and transport from the United States any alien presenting a ticket as set forth in subparagraph (d) of paragraph 1 of this Agreement and 8 CFR 231.
3. The carrier will issue only tickets that are roundtrip, nontransferable, nonrefundable (except in the country of issuance or nationality or residence of the alien), that are valid for one year for purposes of deportation and exclusion and guaranteeing transportation from the United States to aliens seeking transportation to and admission into the United States under the Visa Waiver Pilot Program;
4. At the time of departure from the United States, the carrier will lift the Form I-94W, Nonimmigrant Visa Waiver Arrival/Departure Record of all departing passengers who were admitted to the United States under the Visa Waiver Pilot Program; will annotate the required departure data on each Form I-94W; and will submit the collected I-94W daily to the Immigration and Naturalization Service at the place of departure.
5. The carrier will remove from the United States (on the first available means of transportation to the alien's point of departure to the United States) any alien transported by the carrier to the United States for admission under the Visa Waiver Pilot Program in the event that the alien is determined by an immigration officer at the Port of Entry to be not admissible to the United States or is determined by an immigration officer to have remained unlawfully in the United States beyond the 90-day period of admission under the Visa Waiver Pilot Program. The carrier will carry out the responsibilities under this paragraph in a manner that does not impose on the U.S. expenses related to the transportation of such alien from the point of arrival in the United States.

6. The carrier will reimburse within 30 days of notice (not pay as a penalty) the Immigration and Naturalization Service for any and all costs and expenses incurred in the transportation (from the point of arrival in the United States) of an alien described in paragraph 5 of this Agreement in the event that the carrier fails to abide by said paragraph 5.
7. The Immigration and Naturalization Service will notify the carrier as quickly as possible and within 24 hours following a determination that an alien is to be removed from the United States under paragraph 5 of this Agreement.
8. The initial transporting carrier is not relieved of any obligations or responsibilities should an alien admitted under the Visa Waiver Pilot Program depart temporarily for a visit to foreign contiguous territory or an adjacent island during his or her visit to the U.S. under the program.
9. This Agreement cancels and supersedes any prior agreements between the parties hereto with respect to the subject matter but does not alter or affect any rights and liabilities already accrued under any prior agreements between the parties.
10. This Agreement is subject to termination by the Commissioner on five (5) days notice in writing for failure of the carrier to abide by the provisions of this agreement, but such termination shall neither alter nor affect any liabilities or responsibilities of the carrier that have already accrued under this Agreement.
11. This Agreement shall be subject to cancellation by either party for any reason upon fifteen day's notice in writing to the other party, but such cancellation shall not terminate any rights or liabilities already accrued under this Agreement.
12. This agreement shall be effective upon the date of execution hereof by the Commissioner.

Public reporting burden for this collection of information is estimated to average as follows: 1) learning about the form, 45 minutes; 2) completing and assembling and mailing of the form, 15 minutes, for a total of 1 hour per response. If you have comments regarding the accuracy of this estimate, or suggestion for making this form simpler, you can write to both the U.S. Department of Justice, Immigration and Naturalization Service (Room 5304), Washington, DC 20536; and to the Office of Management and Budget, Paperwork Reduction Project: OMB No. 115-0149, Washington, DC 20503.

Signed this 8 day of January, 2003

At: New York, NY

Hyperion Air, Inc.

[Redacted]

By: [Signature]  
*Signature*

Jeffrey Epstein  
*Printed Name*

President  
*Title*

Signed this 2<sup>nd</sup> day of January, 2003

At: Arlington, VA

United States of America

[Redacted]

By: [Signature]  
*Signature*

Commissioner  
*Commissioner*

Immigration and Naturalization Service  
*Immigration and Naturalization Service*

RECEIVED  
 2003 JAN 23  
 AM 11:46  
 NATIONAL FINES  
 OFFICE

**Hyperion Air, Inc.  
E-TICKET**

<b>Trip Number:</b>	<b>Description:</b>
<b>Trip Dates:</b>	<b>Requestor:</b>
<b>Tail Number:</b>	<b>Contact Phone:</b>
<b>Type:</b>	

**THIS TICKET IS NONTRANSFERABLE, NONREFUNDABLE, AND IS VALID FOR ONE YEAR FROM THE DATE OF DEPARTURE. THIS TICKET MAY BE USED TO REMOVE THE PASSENGER FROM THE UNITED STATES BASED ON A FINDING OF EXCUDABILITY OR DEPORTABILITY UNDER 8 CFR 217.4.**

<b>Leg</b>	<b>Time +/-</b>	<b>Local Time</b>	<b>Distance</b>	<b>ETE</b>	<b>Pax</b>
<b>Crew</b>	<b>Pilot</b>	<b>Pilot</b>	<b>Addl Crew</b>		
<b>From Terminal:</b>			<b>Phone:</b>		
<b>To Terminal:</b>			<b>Phone:</b>		
<b>Passenger Notes</b>			<b>Leg Notes</b>		
<b>Nbr</b>	<b>Passenger Name</b>		<b>Passengers</b>		

<b>Leg</b>	<b>Time +/-</b>	<b>Local Time</b>	<b>Distance</b>	<b>ETE</b>	<b>Pax</b>
<b>Crew</b>	<b>Pilot</b>	<b>Pilot</b>	<b>Addl Crew</b>		
<b>From Terminal:</b>			<b>Phone:</b>		
<b>To Terminal:</b>			<b>Phone:</b>		
<b>Passenger Notes</b>			<b>Leg Notes</b>		
<b>Nbr</b>	<b>Passenger Name</b>		<b>Passengers</b>		

**JEGE, INC.  
E-TICKET**

<b>Trip Number:</b>	<b>Description:</b>
<b>Trip Dates:</b>	<b>Requestor:</b>
<b>Tail Number:</b>	<b>Contact Phone:</b>
<b>Type:</b>	

**THIS TICKET IS NONTRANSFERABLE, NONREFUNDABLE, AND IS VALID FOR ONE YEAR FROM THE DATE OF DEPARTURE. THIS TICKET MAY BE USED TO REMOVE THE PASSENGER FROM THE UNITED STATES BASED ON A FINDING OF EXCUDABILITY OR DEPORTABILITY UNDER 8 CFR 217.4.**

<b>Leg</b>	<b>Time +/-</b>	<b>Local Time</b>	<b>Distance</b>	<b>ETE</b>	<b>Pax</b>
<b>Crew</b>	<b>Pilot</b>	<b>Pilot</b>	<b>Addl Crew</b>		
<b>From Terminal:</b>			<b>Phone:</b>		
<b>To Terminal:</b>			<b>Phone:</b>		
<b>Passenger Notes</b>			<b>Leg Notes</b>		
<b>Nbr</b>	<b>Passenger Name</b>		<b>Passengers</b>		

<b>Leg</b>	<b>Time +/-</b>	<b>Local Time</b>	<b>Distance</b>	<b>ETE</b>	<b>Pax</b>
<b>Crew</b>	<b>Pilot</b>	<b>Pilot</b>	<b>Addl Crew</b>		
<b>From Terminal:</b>			<b>Phone:</b>		
<b>To Terminal:</b>			<b>Phone:</b>		
<b>Passenger Notes</b>			<b>Leg Notes</b>		
<b>Nbr</b>	<b>Passenger Name</b>		<b>Passengers</b>		



**UNIVERSAL**  
Weather & Aviation, Inc.

# FAX COVER SHEET

Date: 21 aug 2003

Number of pages including cover sheet: 3

COMPANY:

ATTN: DARREN ENDYKE

Phone: \_\_\_\_\_

Fax phone: \_\_\_\_\_

From: **Universal Weather and Aviation**

**SHAWN LEAVELL-  
YELLOW TEAM**

Phone: 

Fax phone: 

REMARKS:     Urgent     For your review     Reply ASAP     Please comment

Please review, sign and return to the yellow team if acceptable.

*Call Shawn w/  
Questions*



**TSA Waiver Request Form**  
(Version 08-29-02)

**Date Waiver Needed**  
(Specify reason if needed prior to flight date)  
Processing takes approximately 7 days

**Send Waiver Confirmation to: Universal Waiver and Aviation**  
Fax Number [REDACTED]

**I. COMPANY/AIRCRAFT INFORMATION:**

Name of Company: Hyperion Air Inc / Jege Inc/ Air Ghislaine Inc. (all have the same parent company)  
Mailing Address: [REDACTED]

Company Telephone No.: [REDACTED] **Send Waiver Confirmation to:** [REDACTED]

Purpose of Flight: Pleasure/ business  
Please specify whether flight is Cargo, Passenger or Both passenger

Name and Telephone Number of Requestor [REDACTED]

Type of Aircraft **N909JE- GULFSTREAM 2**  
**N908JE- B727-100**  
**N491GM- BELL 407 HELICOPTER**

State of Aircraft Registry and Tail Number - all American **N909JE, N908JE. N491GM-**

aircraft Maximum Certified Takeoff Gross Weight: N909JE- 69,700 lbs N908JE- 171000 lbs N491GM- 2598lbs  
(basic operating weight)

**II. CREW AND PASSENGER INFORMATION:**

Name, SSN or Passport Number, and Nationality of Crewmembers and Passengers: (Attach information if necessary)

**CREW INFO:**

NAME	DOB	PPN	EXPDT	NATIONALITY
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
RATHGEB, PETE	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
ROXBURGH, GARY	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

**PASSENGER INFO:**

NAME	DOB	PPN	EXP DT	NATIONALITY
EPSTEIN, JEFFREY E	20-JAN-53	[REDACTED]	15-JUL-03	AMERICAN
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
MAXWELL, GHISLAINE	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

**III. FLIGHT ITINERARY:**

List all legs of flight (4 letter identifiers only) with dates of travel: (Ex: Feb 14 - 23. KMIA-LFPB-KMIA)

"Request fleet waiver"

# TSA SECURITY STATEMENT

Aircraft Registration Number: N909JE, N908JE, N491GM-

Type Aircraft: N909JE- GULFSTREAM 2  
N908JE- B727-100  
N491GM- BELL 407 HELICOPTER

**I. AFFIRMATION: Requestor/Signator must affirm to each of the following:**  
(Please check (X) each criteria.)

- Access to the aircraft has been properly controlled by company representative(s).
- A senior company representative has verified the identity and authorization of each crewmember and passenger.
- Only authorized passengers are on board the aircraft.
- The aircraft will not deviate from the approved air traffic flight plan.
- The pre-flight inspections include a search of the cargo and cabin areas to ensure no foreign objects, explosives, etc. have been placed on board.

**II. How is the aircraft secured when not operational? (Locked hanger, fenced area with gate access, security guards, etc...)**

Aircraft locked/ aircraft security system

**III. How are the personnel on board vetted/positively identified/security reviewed before boarding the aircraft?**

Passenger Access forward Airstairs only, greeted by crew member, passport identification

**IV. Additional security measures taken (if any) are:**

Aircraft never left unattended while forward entry open

**V. SIGNATURE OF CORPORATE SECURITY DIRECTOR, COMPANY PRESIDENT, EQUIVALENT OR DESIGNEE.**

---

<b>Signature</b>	<b>Title</b>
<hr/>	
<b>Date</b>	<b>Contact Number</b>

---

**A G R E E M E N T**

Between  
**J E G E, I N C.**

---

**A Carrier operating between foreign territory and the United States of America  
and**

**The United States of America**  
Entered into pursuant to Sections 103 and 217  
Immigration and Nationality Act

WHEREAS, Section 217 of the Immigration and Nationality Act of 1952, as amended, [Section 1187 of Title 8, United States Code] authorizes the establishment of a Visa Waiver Pilot Program and requires agreements between carriers and the Attorney General, on behalf of the United States of America, in conjunction with the transport of certain nonimmigrant visitors to the United States and the waiver of the requirement of nonimmigrant visas for the admission of such nonimmigrant visitors into the United States under a Visa Waiver Pilot Program;

WHEREAS, the Attorney General and the Secretary of State have established a Visa Waiver Pilot Program pursuant to Section 217 of the Immigration and Nationality Act of 1952, as amended;

1. The carrier will not transport to the United States any alien for admission as a nonimmigrant visitor under the Visa Waiver Pilot Program unless such alien: (a) is a national of and is in possession of a valid passport issued by a country listed in Section 217.2 of Title 8 of the Code of Federal Regulations; (b) has been provided with a Visa Waiver Information Form; (c) seeks admission into the United States for ninety (90) days or less; (d) has a valid, roundtrip, nontransferable ticket (except in the country of issuance or nationality or residence of the alien), that is valid for one year for purposes of deportation or exclusion, issued by a carrier signatory on Form I-775, Visa Waiver Pilot Program Carrier Agreement, or by authorized agents who are sub-contractors to such a carrier, and guaranteeing transportation from the United States; (e) agrees that the return portion of each ticket may be used to effect his or her removal from the United States based on a finding of excludability or deportability under 8 CFR 217.4; (f) appears otherwise admissible to the United States.
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6. The carrier will reimburse within 30 days of notice (not pay as a penalty) the Immigration and Naturalization Service for any and all costs and expenses incurred in the transportation (from the point of arrival in the United States) of an alien described in paragraph 5 of this Agreement in the event that the carrier fails to abide by said paragraph 5.
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8. The initial transporting carrier is not relieved of any obligations or responsibilities should an alien admitted under the Visa Waiver Pilot Program depart temporarily for a visit to foreign contiguous territory or an adjacent island during his or her visit to the U.S. under the program.
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10. This Agreement is subject to termination by the Commissioner on five (5) days notice in writing for failure of the carrier to abide by the provisions of this agreement, but such termination shall neither alter nor affect any liabilities or responsibilities of the carrier that have already accrued under this Agreement.
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Signed this 8 day of January, 2003

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

At: New York, NY

At: \_\_\_\_\_

JEGE, Inc.  
(Name of Transportation Line)

*United States of America*

[Redacted Signature]

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_

Jeffrey Epstein  
Printed Name

*Commissioner  
Immigration and Naturalization Service*

President  
Title

---

**A G R E E M E N T**  
Between  
**J E G E , I N C .**

---

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and  
The United States of America**

Entered into pursuant to Sections 103 and 217  
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Signed this 8 day of January, 2003

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

At: New York, NY

At: \_\_\_\_\_  
*United States of America*

JEGGE, Inc.  
(Name of Transportation Line)

By: 

By: \_\_\_\_\_  
*Commissioner  
Immigration and Naturalization Service*



Jeffrey Epstein  
Printed Name

President  
Title

**HYPERION AIR, INC.  
E-TICKET**

Trip Number: Trip Dates: Tail Number: Type:	Description: Requestor: Contact Phone:
--	--

THIS TICKET IS NONTRANSFERABLE, NONREFUNDABLE, AND IS VALID FOR ONE YEAR FROM THE DATE OF DEPARTURE. THIS TICKET MAY BE USED TO REMOVE THE PASSENGER FROM THE UNITED STATES BASED ON A FINDING OF EXCUDABILITY OR DEPORTABILITY UNDER 8 CFR 217.4.

<b>Leg</b>	<b>Time +/-</b>	<b>Local Time</b>	<b>Distance</b>	<b>ETE</b>	<b>Pax</b>
<b>Crew</b>	<b>Pilot</b>	<b>Pilot</b>	<b>Addl Crew</b>		
<b>From Terminal:</b>			<b>Phone:</b>		
<b>To Terminal:</b>			<b>Phone:</b>		
<b>Passenger Notes</b>			<b>Leg Notes</b>		
<b>Nbr</b>	<b>Passenger Name</b>		<b>Passengers</b>		

<b>Leg</b>	<b>Time +/-</b>	<b>Local Time</b>	<b>Distance</b>	<b>ETE</b>	<b>Pax</b>
<b>Crew</b>	<b>Pilot</b>	<b>Pilot</b>	<b>Addl Crew</b>		
<b>From Terminal:</b>			<b>Phone:</b>		
<b>To Terminal:</b>			<b>Phone:</b>		
<b>Passenger Notes</b>			<b>Leg Notes</b>		
<b>Nbr</b>	<b>Passenger Name</b>		<b>Passengers</b>		

---

**A G R E E M E N T**  
Between  
**HYPERION AIR, INC.**

---

**A Carrier operating between foreign territory and the United States of America  
and**

**The United States of America**  
Entered into pursuant to Sections 103 and 217  
Immigration and Nationality Act

WHEREAS, Section 217 of the Immigration and Nationality Act of 1952, as amended, [Section 1187 of Title 8, United States Code] authorizes the establishment of a Visa Waiver Pilot Program and requires agreements between carriers and the Attorney General, on behalf of the United States of America, in conjunction with the transport of certain nonimmigrant visitors to the United States and the waiver of the requirement of nonimmigrant visas for the admission of such nonimmigrant visitors into the United States under a Visa Waiver Pilot Program;

WHEREAS, the Attorney General and the Secretary of State have established a Visa Waiver Pilot Program pursuant to Section 217 of the Immigration and Nationality Act of 1952, as amended;

1. The carrier will not transport to the United States any alien for admission as a nonimmigrant visitor under the Visa Waiver Pilot Program unless such alien: (a) is a national of and is in possession of a valid passport issued by a country listed in Section 217.2 of Title 8 of the Code of Federal Regulations; (b) has been provided with a Visa Waiver Information Form; (c) seeks admission into the United States for ninety (90) days or less; (d) has a valid, roundtrip, nontransferable ticket (except in the country of issuance or nationality or residence of the alien), that is valid for one year for purposes of deportation or exclusion, issued by a carrier signatory on Form I-775, Visa Waiver Pilot Program Carrier Agreement, or by authorized agents who are sub-contractors to such a carrier, and guaranteeing transportation from the United States; (e) agrees that the return portion of each ticket may be used to effect his or her removal from the United States based on a finding of excludability or deportability under 8 CFR 217.4; (f) appears otherwise admissible to the United States.
2. The carrier will unconditionally honor and transport from the United States any alien presenting a ticket as set forth in subparagraph (d) of paragraph 1 of this Agreement and 8 CFR 231.
3. The carrier will issue only tickets that are roundtrip, nontransferable, nonrefundable (except in the country of issuance or nationality or residence of the alien), that are valid for one year for purposes of deportation and exclusion and guaranteeing transportation from the United States to aliens seeking transportation to and admission into the United States under the Visa Waiver Pilot Program;
4. At the time of departure from the United States, the carrier will lift the Form I-94W, Nonimmigrant Visa Waiver Arrival/Departure Record of all departing passengers who were admitted to the United States under the Visa Waiver Pilot Program; will annotate the required departure data on each Form I-94W; and will submit the collected I-94W daily to the Immigration and Naturalization Service at the place of departure.
5. The carrier will remove from the United States (on the first available means of transportation to the alien's point of departure to the United States) any alien transported by the carrier to the United States for admission under the Visa Waiver Pilot Program in the event that the alien is determined by an immigration officer at the Port of Entry to be not admissible to the United States or is determined by an immigration officer to have remained unlawfully in the United States beyond the 90-day period of admission under the Visa Waiver Pilot Program. The carrier will carry out the responsibilities under this paragraph in a manner that does not impose on the U.S. expenses related to the transportation of such alien from the point of arrival in the United States.

6. The carrier will reimburse within 30 days of notice (not pay as a penalty) the Immigration and Naturalization Service for any and all costs and expenses incurred in the transportation (from the point of arrival in the United States) of an alien described in paragraph 5 of this Agreement in the event that the carrier fails to abide by said paragraph 5.
7. The Immigration and Naturalization Service will notify the carrier as quickly as possible and within 24 hours following a determination that an alien is to be removed from the United States under paragraph 5 of this Agreement.
8. The initial transporting carrier is not relieved of any obligations or responsibilities should an alien admitted under the Visa Waiver Pilot Program depart temporarily for a visit to foreign contiguous territory or an adjacent island during his or her visit to the U.S. under the program.
9. This Agreement cancels and supersedes any prior agreements between the parties hereto with respect to the subject matter but does not alter or affect any rights and liabilities already accrued under any prior agreements between the parties.
10. This Agreement is subject to termination by the Commissioner on five (5) days notice in writing for failure of the carrier to abide by the provisions of this agreement, but such termination shall neither alter nor affect any liabilities or responsibilities of the carrier that have already accrued under this Agreement.
11. This Agreement shall be subject to cancellation by either party for any reason upon fifteen day's notice in writing to the other party, but such cancellation shall not terminate any rights or liabilities already accrued under this Agreement.
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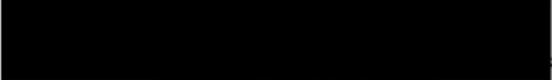
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Signed this 8 day of January, 2003

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

At: New York, NY  
Hyperion Air, Inc.  
(Name of Transportation Line)

At: \_\_\_\_\_  
*United States of America*



By:  \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Commissioner  
 Immigration and Naturalization Service

Jeffrey Epstein  
Printed Name  
President  
Title

---

**A G R E E M E N T**  
Between  
**HYPERION AIR, INC.**

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**A Carrier operating between foreign territory and the United States of America  
and**

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Entered into pursuant to Sections 103 and 217  
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Signed this 8 day of January, 2003

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

At: New York, NY

At: \_\_\_\_\_

Hyperion Air, Inc.

*United States of America*

*(Name of Transportation Line)*



By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Commissioner*

Jeffrey Epstein  
*Printed Name*

*Immigration and Naturalization Service*

President

*Title*

**Origin** Please print and press hard.  
 Date: 1-8-03 Sender's FedEx Account Number: [Redacted]  
 Recipient's Name: Darren Indyke Phone: [Redacted]  
 Company: NYSQ LLC  
 Address: 457 MADISON AVE  
 City: NEW YORK State: NY ZIP: 10022-6843

**Internal Billing Reference**  
 124 characters will appear on invoice. OPTIONAL

Recipient's Name: Laura Everington Phone: [Redacted]  
 Company: Universal Weather ; Aviation, Inc.  
 Address: [Redacted] We cannot deliver to boxes with ZIP codes.  
 City: Houston State: TX ZIP: 77061

**Try online shipping at fedex.com**

By using this Airbill you agree to the service conditions on the back of this Airbill and in our current Service Guide, including terms that limit our liability.  
**Questions? Visit our Web site at fedex.com**  
 or call 1.800.Go.FedEx® 800.463.3339.

0230907951

**4a Express Package Service** Packages up to 150 lbs.  
 FedEx Priority Overnight Next business morning  
 FedEx Standard Overnight Next business afternoon  
 FedEx First Overnight Earliest next business morning delivery to select locations  
 FedEx 2Day Second business day  
 FedEx Express Saver Third business day  
FedEx Envelope rate not available. Minimum charge: One pound rate.

**4b Express Freight Service** Packages over 150 lbs.  
 FedEx 1Day Freight\* Next business day  
 FedEx 2Day Freight Second business day  
 FedEx 3Day Freight Third business day  
\* Call for Confirmation.

**5 Packaging** \* Declared value limit \$500  
 FedEx Envelope\*  
 FedEx Pak\* Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak  
 Other

**6 Special Handling** Include FedEx address in Section 2.  
 SATURDAY Delivery Available ONLY for FedEx Priority Overnight and FedEx 2Day to select ZIP codes  
 HOLD Weekday at FedEx Location NOT Available for FedEx First Overnight  
 HOLD Saturday at FedEx Location Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations  
 Does this shipment contain dangerous goods? One box must be checked.  
 No  Yes As per attached Shipper's Declaration  Yes Shipper's Declaration not required  Dry Ice Dry Ice, 8, UN 1845  
 Dangerous Goods (including Dry Ice) cannot be shipped in FedEx packaging.  Cargo Aircraft Only

**7 Payment Bill to:** Enter FedEx Acct. No. or Credit Card No. below.  
 Sender Acct. No. in Section 1 will be billed.  Recipient  Third Party  Credit Card  Cash/Check

FedEx Acct. No. Credit Card No. Exp. Date  
 Total Packages Total Weight Total Declared Value\*  
 \$ .00  
\*Our liability is limited to \$100 unless you declare a higher value. See back for details. FedEx Use Only

**8 Release Signature** Sign to authorize delivery without obtaining signature.

By signing you authorize us to deliver this shipment without obtaining a signature and agree to indemnify and hold us harmless from any resulting claims.

447

Subj: **VWPP Information**  
Date: 1/8/2003 9:59:58 AM Eastern Standard Time  
From: [REDACTED]  
To: [REDACTED]  
CC: [REDACTED]  
File: **BlankBkgrd.zip** (25964 bytes) DL Time (TCP/IP): < 1 minute  
*Sent from the Internet (Details)*

[REDACTED]

The following attachments are as follows:

1. A sample e-ticket. One of the requirements for entry under the VWPP is for the passenger to have proof of a return ticket.

This one is just a sample. It is one that you can use, or if you have a scheduling software that prints something similar it just needs to include the three line disclaimer you see below the first section.

2. A contract. I would need two separate contracts sent back to me with original signatures.

3. Information on the Visa Waiver Pilot Program.

Call me if you have any questions at all. Once completed, fed-ex the two signed contract to my attention to:

[REDACTED]  
Houston, Texas 77061

I hope to talk to you soon...

*Laura W. Everington*

Universal Weather & Aviation, Inc

Flight Status Department / Border Overflight Exemptions

[REDACTED]  
*leverington@univ-wea.com*



**UNIVERSAL**

Weather & Aviation, Inc.

# FAX COVER SHEET

Date: 26 aug 2003

Number of pages including cover sheet: 7

**COMPANY:**

ATTN: DARREN ENDYKE

---

Phone: \_\_\_\_\_

Fax phone: \_\_\_\_\_

**From: Universal Weather and Aviation**

SHAWN LEAVELL-  
YELLOW TEAM

---

Phone: \_\_\_\_\_

Fax phone: \_\_\_\_\_

**REMARKS:**     Urgent     For your review     Reply ASAP     Please comment

REF- N909JE, N908JE AND N491GM

The following are waiver forms broken down individually. I am not sure this is the wisest way to request the waiver since the address is the same on all the requests, the crew and passenger information is the same on every request etc. I am fearful TSA may have a problem with our request. If this is the way you would like to submit the request it would be better if each individual company would have a different address, different phone numbers so TSA will not have so many questions. The information and addresses in our database are the same for each aircraft.

I would recommend that waiver be requested per my first fax sent to you earlier with a letter of explanation on company letterhead explaining the relationship between the three companies.

**TSA Waiver Request Form**

(Version 08-29-02)

**Date Waiver Needed** \_\_\_\_\_

(Specify reason if needed prior to flight date)  
Processing takes approximately 7 days

**Send Waiver Confirmation to: Universal Weather and Aviation**

**Fax Number:** \_\_\_\_\_

**I. COMPANY/AIRCRAFT INFORMATION:**

Name of Company: Hyperion Air Inc (FAA WAIVER #8389.)

Mailing Address : \_\_\_\_\_

Company Telephone No.: \_\_\_\_\_ **Send Waiver Confirmation to:** \_\_\_\_\_

Purpose of Flight: Pleasure/ business  
Please specify whether flight is Cargo, Passenger or Both passenger

Name and Telephone Number of Requestor \_\_\_\_\_

Type of Aircraft **N909JE- GULFSTREAM 2**

State of Aircraft Registry and Tail Number - American **N909JE**

aircraft Maximum Certified Takeoff Gross Weight: 69,700 lbs

**II. CREW AND PASSENGER INFORMATION:**

Name, SSN or Passport Number, and Nationality of Crewmembers and Passengers: (Attach information if necessary)

**CREW INFO:**

NAME	DOB	PPN	EXPDT	NATIONALITY
_____ RATHGEB, PETE	_____	_____	_____	_____
_____ ROXBURGH, GARY	_____	_____	_____	_____

**PASSENGER INFO:**

NAME	DOB	PPN	EXP DT	NATIONALITY
_____ EPSTEIN, JEFFREY E	20-JAN-53	_____	15-JUL-03	AMERICAN

**III. FLIGHT ITINERARY:**

List all legs of flight (4 letter identifiers only) with dates of travel: (Ex: Feb 14 - 23. KMIA-LFPB-KMIA)

"Request fleet waiver"

**TSA Waiver Request Form**  
(Version 08-29-02)  
**TSA SECURITY STATEMENT**

Aircraft Registration Number: **N909JE**

Type Aircraft: **N909JE- GULFSTREAM 2**

**I. AFFIRMATION: Requestor/Signator must affirm to each of the following:**  
(Please check (X) each criteria.)

- Access to the aircraft has been properly controlled by company representative(s).
- A senior company representative has verified the identity and authorization of each crewmember and passenger.
- Only authorized passengers are on board the aircraft.
- The aircraft will not deviate from the approved air traffic flight plan.
- The pre-flight inspections include a search of the cargo and cabin areas to ensure no foreign objects, explosives, etc. have been placed on board.

**II. How is the aircraft secured when not operational? (Locked hanger, fenced area with gate access, security guards, etc...)**

Aircraft locked/ aircraft security system

**III. How are the personnel on board vetted/positively identified/security reviewed before boarding the aircraft?**

Passenger Access forward Airstairs only, greeted by crew member, passport identification

**IV. Additional security measures taken (if any) are:**

Aircraft never left unattended while forward entry open

**V. SIGNATURE OF CORPORATE SECURITY DIRECTOR, COMPANY PRESIDENT, EQUIVALENT OR DESIGNEE.**

<hr/> <b>Signature</b>	<hr/> <b>Title</b>
<hr/> <b>Date</b>	<hr/> <b>Contact Number</b>

**TSA Waiver Request Form**

(Version 08-29-02)

**Date Waiver Needed** \_\_\_\_\_

(Specify reason if needed prior to flight date)

Processing takes approximately 7 days

**Send Waiver Confirmation to: Universal Weather and Aviation**

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Mailing Address: \_\_\_\_\_

Company Telephone No.: \_\_\_\_\_ Send Waiver Confirmation to: \_\_\_\_\_

Purpose of Flight: Pleasure/ business  
Please specify whether flight is Cargo, Passenger or Both passenger

Name and Telephone Number of Requestor: \_\_\_\_\_

Type of Aircraft **N909JE- GULFSTREAM 2**

State of Aircraft Registry and Tail Number - American **N909JE**

aircraft Maximum Certified Takeoff Gross Weight: 69,700 lbs

**II. CREW AND PASSENGER INFORMATION:**

Name, SSN or Passport Number, and Nationality of Crewmembers and Passengers: (Attach information if necessary)

**CREW INFO:**

NAME	DOB	PPN	EXPDT	NATIONALITY
_____	_____	_____	_____	_____
<b>RATHGEB, PETE</b>	_____	_____	_____	_____
_____	_____	_____	_____	_____
<b>ROXBURGH, GARY</b>	_____	_____	_____	_____
_____	_____	_____	_____	_____

**PASSENGER INFO:**

NAME	DOB	PPN	EXP DT	NATIONALITY
-----	-----	-----	-----	-----
<b>EPSTEIN, JEFFREY E</b>	<b>20-JAN-53</b>	_____	<b>15-JUL-03</b>	<b>AMERICAN</b>
_____	_____	_____	_____	_____
<b>MAXWELL, GHISLAINE</b>	_____	_____	_____	_____

**III. FLIGHT ITINERARY:**

List all legs of flight (4 letter identifiers only) with dates of travel: (Ex: Feb 14 - 23. KMIA-LFPB-KMIA)

"Request fleet waiver"

**TSA Waiver Request Form**

(Version 08-29-02)

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**V. SIGNATURE OF CORPORATE SECURITY DIRECTOR, COMPANY PRESIDENT, EQUIVALENT OR DESIGNEE.**

---

<b>Signature</b>	<b>Title</b>
------------------	--------------

---

<b>Date</b>	<b>Contact Number</b>
-------------	-----------------------