N'ZZJE/NICCHE 11 AS I Wingo LLC

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

11 ASI Wings LLC

July 2011

N122JE/162AE 11 ASI Wings, LLC

July 2011

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

Closing - 7-22-11 !

N 722JE
Make Keystone Helicopter
Model S-76C
S/N 760750

Eng Make Turbomeca
Model Arriel 2S2
S/N 42285
S/N 42286
S/N

Prop Make
Model
S/N
S/N

Title Search: Time: Over 550HP Yes
Seat #'s 4

Deposit $ 100,000 x 2
Purch. Price $ 11,900,000
$7550 -
Escrow Fee $ Split
Pd by Buyer $
Pd by Seller $
IR Fee $ 480 -
TI Company/$
Exchange Co.

IR WAIVER (circle or highlight)

EXP. DATE
12-31-13
6-30-13

BACK TO BACK (circle or highlight)

1 SAR
KM
7-6-11

TRADE: N 162AE
Make SIKORSKY
Model S-76C
S/N 760472

Eng Make Turbomeca
Model Arriel 2S1
S/N 20040
S/N 20533TEC

1,500,000.00
Escrow Fee: $1,845 -
IR Fee: $240 -
Seats #'s Yes 4

Seller: Freedom Air International Inc.
Contact: Lawrence Visoski
Phone: Darren Smythe
Fax:
Email: [redacted]
Cell:

Broker: George Leenstra
Contact:
Phone:
Fax:
Email: g.reenstra@yourjet.com
Cell:

Buyer: Aetna / ASI Wings, LLC
Contact:
Phone:
Fax:
Email: MarcroftC@aetna.com
Cell:

Broker: Guardianjet
Contact: Ted Osgood
Phone: [redacted]
Fax:
Email:
Cell:

Lender
Contac
Phone:
Fax:
Email:
Cell:

Leave $25,000
N162AE Sept. 30, 2011
holdback!

Lender:
Contact:
Phone:
Fax:
Email:
Cell:

Attorn
Contac
Phone
Fax:
Email:
Cell

N722JE
Jet

Attorney: JAP BLANKENSHIP
Contact: Irena & Amnjanoska
[redacted]
Email: [redacted]
Cell:

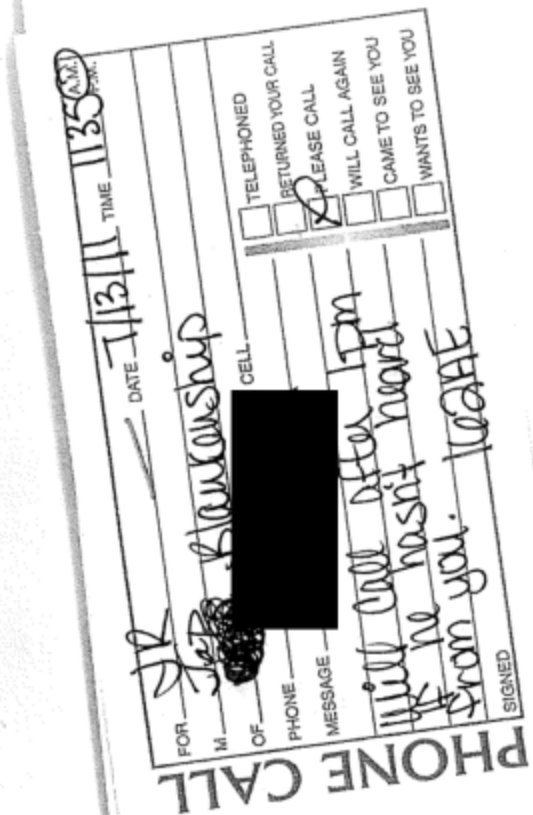
CONFIDENTIAL Subject to Protective Order IATS - 000003

SDNY_GM_02774108

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

EFTA_00260748

EFTA01339376



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

FedEx Ship Manager - Print Your Label(s) 7/21/11 4:53 PM

N162AE WBDS - 1162 APP

N162AE - APP
N722JE - WBDS

N162AE
2nd

From: [redacted]
Bella Klein
DKI, PLLC
301 East 66th Streer S 10F

New York, NY 10065

Origin ID: DRFA

FedEx Express

J112011042900225

Ship Date: 21JUL11
ActWgt: 1.0 LB
CAD: 100647846/INET3180

Delivery Address Bar Code [redacted]

SHIP TO: (405) 681-6663 BILL SENDER

Tonya Butler
Insured Aircraft Title Service, Inc
4848 SW 36TH ST

OKLAHOMA CITY, OK 73179

Ref #
Invoice #
PO #
Dept #

[redacted]

FRI - 22 JUL A1
FIRST OVERNIGHT

TRK# 0201 7973 3001 7134

73179
OK-US
OKC

X1 OKCA

[redacted]

After printing this label:
1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

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https://www.fedex.com/shipping/shipmentConfirmationAction.handle?method=doContinue

CONFIDENTIAL Subject to Protective Order IATS - 000005

SDNY_GM_02774110

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

EFTA_00260750

EFTA01339378

FELLERS SNIDER
ATTORNEYS AND COUNSELLORS AT LAW
FELLERS SNIDER BLANKENSHIP BAILEY & TIPPENS, P.C.

100 NORTH BROADWAY, SUITE 1700
OKLAHOMA CITY, OKLAHOMA 73102-8820

VIA HAND-DELIVERY

Insured Aircraft Title Service, Inc.
Attn: Kim Thompson
4848 SW 36th Street
Oklahoma City, Oklahoma 73122-2116

Delivered
7-22-11
@ 4:20 p.m.
Dawn Bos - 1624E
AFR-722JE

CONFIDENTIAL Subject to Protective Order IATS - 000006

SDNY_GM_02774111

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

EFTA_00260751

EFTA01339379

Table of Content

1. Wires In/Out
2. FAA/IR Searches
3. Disbursement Instructions & Authorization
4. Contracts & Legal
5. FAA Docs & Filing
6. IR Forms & Filings
7. Closing Packet
8. AML
9. Billing Info

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

Subject: N162AE/N722JE
From: Kim Thompson [redacted]
Date: 5/2/2012 11:51 AM
To: Darren Indyke [redacted]

See attached closing statement per your request.

Kim Thompson
Escrow Assistant for
Joan F. Roberts - VP
Insured Aircraft Title Service, Inc.
4848 S.W. 36th Street
Oklahoma City, OK 73179
[redacted]

Attachments:

N162AE.pdf 28.9 KB

CONFIDENTIAL Subject to Protective Order IATS - 000008
SDNY_GM_02774113
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260753
EFTA01339381

Subject: Fwd: RE: N56FE
From: Joan Roberts [redacted]
Date: Tue, 06 Sep 2011 16:10:39 -0500
To: Katie Miller [redacted]

please pull this closed file and order tsar's on the airframe & engines for Jap Blankenship - n/c

Joan Roberts
Vice President
Insured Aircraft Title Service, Inc.
4848 S.W. 36th Street
Oklahoma City, OK 73179
[redacted]

-------- Original Message --------
Subject:RE: N56FE
Date: Tue, 6 Sep 2011 20:59:42 +0000
From: Jap Blankenship [redacted]
To:'Joan Roberts' [redacted]

Joan,

Thanks for the IR Searches. The only item remaining is your post-closing title and lien report, which I assume yo

It has been a real pleasure working with you on these matters.

Best regards,
Jap

Jap W. Blankenship
Fellers, Snider, Blankenship,
Bailey & Tippens
100 N. Broadway, Suite 1700
Oklahoma City, OK 73102-8820
[redacted]

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-----Original Message-----
From: Joan Roberts [redacted]
Sent: Tuesday, September 06, 2011 2:57 PM
To: Jap Blankenship; Sharon Owen

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

Subject: N56FE

The final IR Searches are attached.

Joan F. Roberts
Vice President
Insured Aircraft Title Service, Inc.
4848 S.W. 36 Street
Oklahoma City, Oklahoma 73179
[redacted]

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CONFIDENTIAL Subject to Protective Order IATS - 000010
SDNY_GM_02774115
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Subject: N722JE / N162AE
From: Angie Risley <angier@insuredaircraft.com>
Date: Tue, 26 Jul 2011 13:57:42 -0500
To: [redacted] George Reenstra [redacted] "Michael J. Mikolay" [redacted], Mike Dwyer [redacted]

Hi!

Please see post International Registry title searches for the above aircraft. Have a great day!

Thanks,
--

Angie Risley
Escrow Assistant for
Joan F. Roberts - VP
Insured Aircraft Title Service, Inc.
4848 S.W. 36th Street
Oklahoma City, OK 73179
[redacted]

722JE.pdf	**Content-Type:** application/pdf **Content-Encoding:** base64

162AE IR.pdf

162AE IR.pdf	**Content-Type:** application/pdf **Content-Encoding:** base64

CONFIDENTIAL Subject to Protective Order IATS - 000011
SDNY_GM_02774116
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260756
EFTA01339384

Subject: Closing Call Information for Tomorrow
From: Ted Osgood <ted.osgood@guardianjet.com>
Date: 2:29 PM
To: "Black, Joseph C" [redacted], "Marcroft, Coreen" [redacted]
"Keating, John" [redacted], "Dennis, Anthony J" [redacted], Jap Blankenship <[redacted]>, Irena Damnjanoska [redacted] George Reenstra [redacted] Tonya Butler [redacted] Joan Roberts [redacted]
CC: Mike Mikolay <[redacted]> Mike Dwyer [redacted]

Larry Vigoski

In anticipation of closing on 162AE and 722JE tomorrow morning at 10:00 AM EST, below is a conference call in number.

As of right now, the outstanding issues are:

1) IR registration for Freedom Air; IATS thinks this will be done today
2) Funds from both ASI and Freedom Air
3) A letter agreement, between ASI, Freedom and IATS, concerning post closing obligations from the pre buy inspection and Turbomeca letter issues, assuming all parties are in agreement over the course of action I proposed earlier today.

Call in information:
877-856-3961
Code: 4672500

Ted Osgood
Aircraft Sales Director
Guardian Jet, LLC

1445 Boston Post Road
Guilford, CT 06437
[redacted]

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CONFIDENTIAL Subject to Protective Order IATS - 000012
SDNY_GM_02774117
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260757
EFTA01339385

Subject: Fully Executed Letter Agreements -- N162AE
From: Jap Blankenship <[redacted]
Date: 11:19 AM
To: Anthony Dennis [redacted] "Darren Indyke [redacted] "Joan Roberts ([redacted] <[redacted] "Ted Osgood [redacted]
[redacted]>
CC: Irena Damnjanoska [redacted]>

Attached are copies of the fully executed copies of the following:

1) letter agreement among ASI Wings LLC, as Seller, Freedom Air International, Inc., as Purchaser and Insured Aircraft Title Service Inc., as Escrow Agent, relating to the Escrow Agent retention and subsequent distribution of $25,000.00 in connection with the Turbomeca engine matter; and

2) letter agreement between ASI Wings LLC, as Seller and Freedom Air International, Inc., as Purchaser, relating to the list of discrepancies attached to said letter agreement as Schedule 1.

Best,
Jap

Jap W. Blankenship
Fellers, Snider, Blankenship,
Bailey & Tippens
100 N. Broadway, Suite 1700
Oklahoma City, OK 73102-8820
[redacted]

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DOC.PDF 34.6 KB

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

DOC.PDF 25.8 KB

CONFIDENTIAL Subject to Protective Order IATS - 000014
SDNY_GM_02774119
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Subject: Preliminary Acceptance Certificate -- N722JE
From: Jap Blankenship <Jblankenship@fellerssnider.com>
Date: 11:23 AM
To: "Darren Indyke [redacted])" [redacted], "Joan Roberts
([redacted]
CC: Irena Damnjanoska <[redacted], Anthony Dennis
[redacted]>

Attached is a copy of the executed Preliminary Acceptance Certificate covering N722JE.

Best,
Jap

Jap W. Blankenship
Fellers, Snider, Blankenship,
Bailey & Tippens
100 N. Broadway, Suite 1700
Oklahoma City, OK 73102-8820
[redacted]

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Attachments:

DOC.PDF 11.7 KB

CONFIDENTIAL Subject to Protective Order IATS - 000015
SDNY_GM_02774120
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Subject: Preliminary Acceptance Certificate -- N162AE
From: Jap Blankenship <[redacted]
Date: 11:25 AM
To: "Joan Roberts [redacted]
CC: Irena Damnjanoska [redacted] Anthony Dennis
[redacted] "Darren Indyke (DKIESQ@aol.com)" [redacted]

Attached is a copy of the executed Preliminary Acceptance Certificate covering N162AE.

Best,
Jap

Jap W. Blankenship
Fellers, Snider, Blankenship,
Bailey & Tippens
100 N. Broadway, Suite 1700
Oklahoma City, OK 73102-8820
[redacted]

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Attachments:

Preliminary Acceptance Certificate with Attached Side Letters Executed.pdf 544 KB

CONFIDENTIAL Subject to Protective Order IATS - 000016
SDNY_GM_02774121
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Subject: N162AE -- Wiring Instructions
From: Jap Blankenship [redacted]
Date: 7/25/2011 5:37 PM
To: "Joan Roberts [redacted]
CC: Irena Damnjanoska [redacted]

Joan:

Per our telephone conference, attached are the wiring instructions for ASI Wings LLC. Please note that, as is shown in the Aircraft Purchase Agreement, Aetna Inc. is the Managing Member of ASI Wings LLC.

Best,
Jap

Best,
Jap

Jap W. Blankenship
Fellers, Snider, Blankenship,
Bailey & Tippens
100 N. Broadway, Suite 1700
Oklahoma City, OK 73102-8820
[redacted]

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Attachments:

DOC.PDF 15.1 KB

CONFIDENTIAL Subject to Protective Order IATS - 000017
SDNY_GM_02774122
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Subject: N162AE -- Letter Agreement
From: Jap Blankenship [redacted]
Date: 10:01 AM
To: Anthony Dennis [redacted] "Darren Indyke [redacted]
[redacted] "Joan Roberts [redacted]"
[redacted] "Ted Osgood ([redacted]
[redacted] "Black, Joseph C [redacted]
CC: Irena Damnjanoska [redacted]

Ladies and Gentlemen:

The form of the letter agreement among ASI Wings LLC, as Seller, Freedom Air International, Inc., as Purchaser, and IATS, as Escrow Agent, relating to the Escrow Agent's retention and subsequent distribution of $25,000 in connection with the Turbomeca engine matter, has been approved on behalf of ASI Wings and Freedom Air. A copy of the approved form of the agreement is attached hereto. The only change from the form of the agreement which was forwarded to some of you last night was to change the word "Purchaser" to "Seller" in the fourth line from the bottom of the first page of said letter agreement.

On the third page, a counterpart of said letter agreement needs to be signed by each of ASI Wings, Freedom Air and IATS, and then each of you should e-mail me in PDF format the letter agreement as so executed. I will then assemble fully-executed counterparts of the executed letter agreement and forward a fully-executed copy to each of you by e-mail.

Please let me know if the above should prompt any questions or comments.

Best regards,

Jap

Jap W. Blankenship
Fellers, Snider, Blankenship,
Bailey & Tippens
100 N. Broadway, Suite 1700
Oklahoma City, OK 73102-8820
[redacted]

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SDNY_GM_02774123
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260763
EFTA01339391

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Attachments:

Letter Agreement (Turbomeca) ASI -- Freedom N162AE (Rev. 7.26)_v1.doc	32.5 KB

CONFIDENTIAL Subject to Protective Order IATS - 000019

SDNY_GM_02774124

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

EFTA_00260764

EFTA01339392

Subject: Aetna/Freedom Air
From: "George Reenstra" [redacted]
Date: 7/25/2011 5:56 PM
To: "Joan Roberts" [redacted]
CC: "Darren Indyke [redacted]

Looks like all the pieces are fitting together to close at 10 am your time. Please retain my 100K from Freedom Air till I figure where to send it.

I have copied Freedom Air attorney, Darren Indyke

George Reenstra
Aircraft Services Group Inc
212 Route 94, Ste 2E
Vernon, NJ 07462
[redacted]

--
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CONFIDENTIAL Subject to Protective Order IATS - 000020
SDNY_GM_02774125
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Subject: Re: Closing Call Information for Tomorrow
From: Ted Osgood [redacted]
Date: 9:49 AM
To: "[redacted]

CC: Mike Mikolay[redacted], Mike Dwyer
[redacted]

All

We are very close, but need another hour. We would like to reschedule the call for 1200 EST using the call in information below.

Ted Osgood
Guardian Jet
[redacted]

From: Ted Osgood
Sent: Monday, July 25, 2011 03:29 PM
To: Black, Joseph C [redacted]>; Marcroft, Coreen [redacted]; Keating, John [redacted]; Dennis, Anthony J <[redacted]; Jap Blankenship [redacted]; Irena Damnjanoska <[redacted]>; George Reenstra [redacted]; Tonya Butler <[redacted] Joan Roberts <[redacted]
Cc: Mike Mikolay; Mike Dwyer
Subject: Closing Call Information for Tomorrow

In anticipation of closing on 162AE and 722JE tomorrow morning at 10:00 AM EST, below is a conference call in number.

As of right now, the outstanding issues are:

1) IR registration for Freedom Air; IATS thinks this will be done today
2) Funds from both ASI and Freedom Air
3) A letter agreement, between ASI, Freedom and IATS, concerning post closing obligations from the pre buy inspection and Turbomeca letter issues, assuming all parties are in agreement over the course of action I proposed earlier today.

Call in information:

CONFIDENTIAL Subject to Protective Order IATS - 000021
SDNY_GM_02774126
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

[redacted]

Ted Osgood
Aircraft Sales Director
Guardian Jet, LLC

1445 Boston Post Road
Guilford, CT 06437

[redacted]

--

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SDNY_GM_02774127
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260767
EFTA01339395

****
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****

Begin forwarded message:

From: Darren Indyke [redacted]
Date: July 25, 2011 5:54:36 PM EDT
To: Jap Blankenship[redacted], Irena Damnjanoska <[redacted]
Subject: Re: N162AE, N722JE

Mr Epstein is sole member of FSF, LLC which is sole stockholder of freedom air

Sent from my iPhone

On Jul 25, 2011, at 5:25 PM, Jap Blankenship <[redacted]> wrote:

> Darren:
>
> We just received the following email from Joan Roberts relating to Jeffrey Epstein. As this apparently relates to your client, please follow up with Joan regarding the same.
>
> Thanks,
> Jap
>
> Jap W. Blankenship
> Fellers, Snider, Blankenship,

CONFIDENTIAL Subject to Protective Order IATS - 000023
SDNY_GM_02774128
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Bailey & Tippens

100 N. Broadway, Suite 1700

Oklahoma City, OK 73102-8820

Phone [redacted]

Fax:

E-Mai

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-----Original Message-----

From: Joan Robert [redacted]

Sent: Monday, July 25, 2011 4:02 PM

To: [redacted] Jap Blankenship

Subject: N162AE, N722JE

We just received the $1,404,945.00 from Jeffrey Epstein. In order to do our due diligence, I will need a copy of Mr. Epstein's passport as soon as possible. Also, I will need some explanation of

CONFIDENTIAL Subject to Protective Order IATS - 000024

SDNY_GM_02774129

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

EFTA_00260769

EFTA01339397

who Mr. Epstein is and how he is involved in this transaction.

Joan F. Roberts

Vice President

Insured Aircraft Title Service, Inc.

4848 S.W. 36 Street

Oklahoma City, Oklahoma 73179

Phone: [redacted]

Fax:

www.insuredaircraft.com

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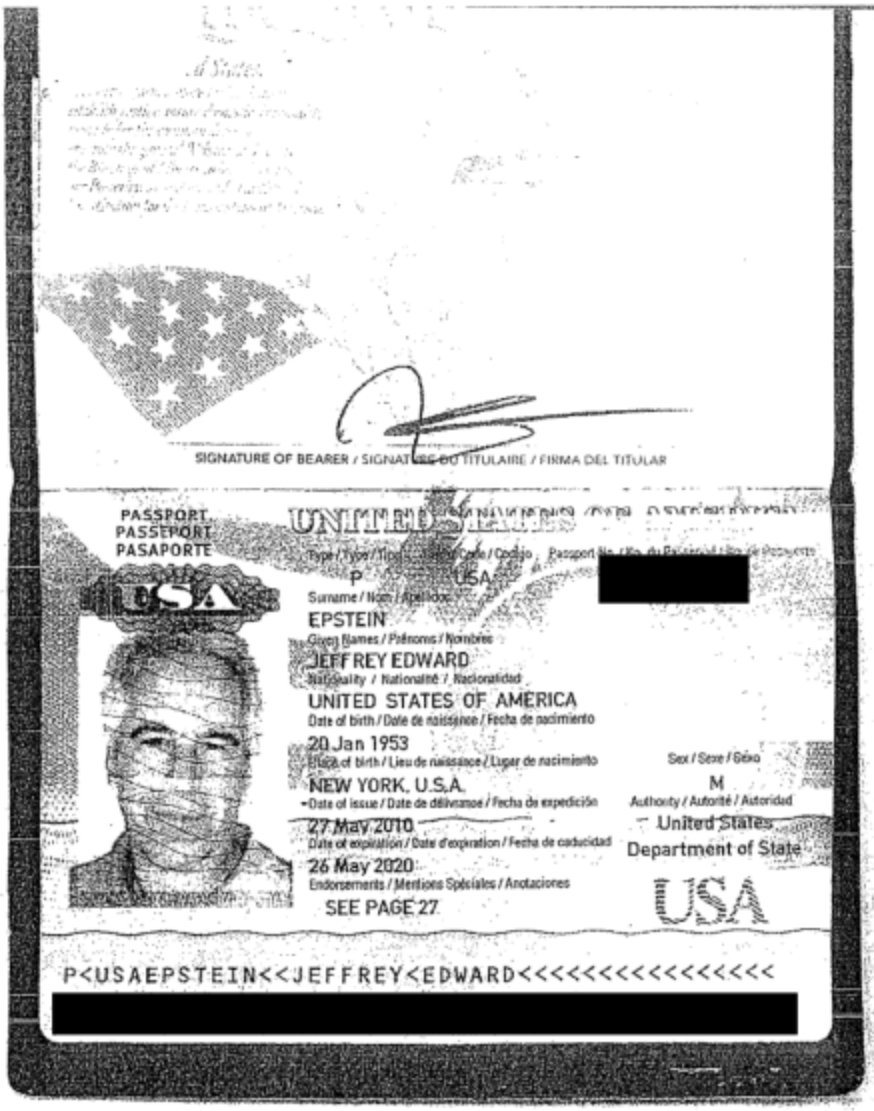
SDNY_GM_02774130

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

EFTA_00260770

EFTA01339398



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

Subject: RE: Closing Call Information for Tomorrow relating to N722JE and N162AE
From: Jap Blankenship <[redacted]
Date: Mon, 25 Jul 2011 20:31:35 +0000
To: "'Ted Osgood'" [redacted], "Black, Joseph C" [redacted], "Marcroft, Coreen" <[redacted] "Keating, John" <[redacted] "Dennis, Anthony J" <DennisAJ@aetna.com>, Irena Damnjanoska <[redacted], George Reenstra [redacted] Tonya Butler [redacted] Joan Roberts [redacted]
CC: Mike Mikolay <[redacted], Mike Dwyer <[redacted]

Consistent with my email to most of you last Friday afternoon, the closings tomorrow, Tuesday, July 26, are scheduled to commence at 10:00 am Oklahoma time (i.e. 11:00 am Eastern time).

Best regards,
Jap

Jap W. Blankenship
Fellers, Snider, Blankenship,
Bailey & Tippens
100 N. Broadway, Suite 1700
Oklahoma City, OK 73102-8820
Phone: [redacted]
Fax:
E-Mail:

IRS Circular 230 Notice: Any tax advice included in the text of this message, or in any attachment, (i) is not intended or written to be used, and cannot be used, by any taxpayer for the purpose of avoiding any tax penalties that may be imposed under the Internal Revenue Code and (ii) should not be used in promoting, marketing, or recommending to another party any transaction or matter addressed herein.

This message is sent from a law firm and may contain information that is privileged or confidential. If you received this transmission in error, please notify the sender by reply e-mail and delete the message and any attachments.

From: Ted Osgood [mailto[redacted]
Sent: Monday, July 25, 2011 2:29 PM
To: Black, Joseph C; Marcroft, Coreen; Keating, John; Dennis, Anthony J; Jap Blankenship; Irena Damnjanoska; George Reenstra[redacted] Tonya Butler; [redacted] Joan Roberts
Cc: Mike Mikolay; Mike Dwyer
Subject: Closing Call Information for Tomorrow

In anticipation of closing on 162AE and 722JE tomorrow morning at 10:00 AM EST, below is a conference call in number.

As of right now, the outstanding issues are:

1) IR registration for Freedom Air; IATS thinks this will be done today
2) Funds from both ASI and Freedom Air
3) A letter agreement, between ASI, Freedom and IATS, concerning post closing obligations from the pre buy

CONFIDENTIAL Subject to Protective Order IATS - 000027
SDNY_GM_02774132
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

inspection and Turbomeca letter issues, assuming all parties are in agreement over the course of action I proposed earlier today.

Call in information:
[redacted]

Ted Osgood
Aircraft Sales Director
Guardian Jet, LLC

1445 Boston Post Road
Guilford, CT 06437
[redacted]
ted.osgood@guardianjet.com
www.GuardianJet.com

--
This message has been scanned for viruses and dangerous content by **MailScanner**, and is believed to be clean.

CONFIDENTIAL Subject to Protective Order IATS - 000028
SDNY_GM_02774133
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260773
EFTA01339401

Subject: Closing Call Information for Tomorrow
From: Ted Osgood [redacted]
Date: Mon, 25 Jul 2011 15:29:07 -0400
To: "Black, Joseph C" [redacted] "Marcroft, Coreen" [redacted] "Keating, John" [redacted] "Dennis, Anthony J" <[redacted] Jap Blankenship <[redacted], Irena Damnjanoska <[redacted] George Reenstra[redacted] [redacted] Tonya Butler <t[redacted], [redacted] Joan Roberts <[redacted]
CC: Mike Mikolay [redacted], Mike Dwyer [redacted]

In anticipation of closing on 162AE and 722JE tomorrow morning at 10:00 AM EST, below is a conference call in number.

As of right now, the outstanding issues are:

1) IR registration for Freedom Air; IATS thinks this will be done today
2) Funds from both ASI and Freedom Air
3) A letter agreement, between ASI, Freedom and IATS, concerning post closing obligations from the pre buy inspection and Turbomeca letter issues, assuming all parties are in agreement over the course of action I proposed earlier today.

Call in information:
[redacted]

Ted Osgood
Aircraft Sales Director
Guardian Jet, LLC

1445 Boston Post Road
Guilford, CT 06437
[redacted]
ted.osgood@guardianjet.com
www.GuardianJet.com

--
This message has been scanned for viruses and dangerous content by **MailScanner**, and is believed to be clean.

CONFIDENTIAL Subject to Protective Order IATS - 000029
SDNY_GM_02774134
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260774
EFTA01339402

Subject: Disbursement Instructions 162AE and 722JE
From: Ted Osgood [redacted]
Date: Mon, 25 Jul 2011 19:33:52 -0400
To: Tonya Butler [redacted]

Hi Tonya

Closing settlements for both helicopters are attached.

Thanks,
Ted

Ted Osgood
Aircraft Sales Director
Guardian Jet, LLC

1445 Boston Post Road
Guilford, CT 06437
[redacted]
ted.osgood@guardianjet.com
www.GuardianJet.com

--
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2011 07 19 162AE Closing Statement.pdf	**Content-Description:**	2011 07 19 162AE Closing Statement.pdf
	Content-Type:	application/pdf
	Content-Encoding:	base64

2011 07 19 722JE Closing Statement.pdf

2011 07 19 722JE Closing Statement.pdf	**Content-Description:**	2011 07 19 722JE Closing Statement.pdf
	Content-Type:	application/pdf
	Content-Encoding:	base64

CONFIDENTIAL Subject to Protective Order IATS - 000030
SDNY_GM_02774135
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260775
EFTA01339403

Subject: Re: N722JE & N162AE-Documents in Escrow
From: Tonya Butler <[redacted]
Date: Mon, 25 Jul 2011 15:37:58 -0500
To: George Reenstra [redacted]
CC: Darren Indyke <[redacted], Ted Osgood <[redacted] Irena Damnjanoska <[redacted], Jap Blankenship [redacted] Anthony Dennis

Yes, I have sent both pink slips to Aetna Hangar for delivery tomorrow morning.

Sincerely,
Tonya Butler
Escrow Assistant for
Joan F. Roberts - VP
Insured Aircraft Title Service, Inc.
4848 S.W. 36th Street
Oklahoma City, OK 73179
[redacted]
tbutler@insuredaircraft.com
www.insuredaircraft.com

On 7/25/2011 3:32 PM, George Reenstra wrote:

> Please include our pink slips for Freedom Air along with the pinks for Aetna that you send to the Aetna hangar
>
> George Reenstra
> Aircraft Services Group Inc
> 212 Route 94, Ste 2E
> Vernon, NJ 07462
> [redacted]
> Website: www.yourjet.com
> Email: george@yourjet.com
>
> ---
>
> **From:** Tonya Butler [mailto:t[redacted]
> **Sent:** Monday, July 25, 2011 4:14 PM
> **To:** Darren Indyke; George Reenstra; Ted Osgood; Irena Damnjanoska; Jap Blankenship; Marcroft, Coreen ([redacted] Anthony Dennis
> **Subject:** N722JE & N162AE-Documents in Escrow
>
> Please find attached copies of the original documents held in escrow for N722JE and N162AE.
>
> We also received the pink slips from the AFR for both aircraft. The parties will need to keep the pink slip in the cockpit of the aircraft, until the certificate of registration is completed. Please advise what address you want us to send the pink slips back to by Fed-Ex.
>
> Sincerely,
> Tonya Butler
> Escrow Assistant for

CONFIDENTIAL Subject to Protective Order IATS - 000031
SDNY_GM_02774136
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260776
EFTA01339404

Joan F. Roberts - VP
Insured Aircraft Title Service, Inc.
4848 S.W. 36th Street
Oklahoma City, OK 73179
[redacted]
tbutler@insuredaircraft.com
www.insuredaircraft.com
--
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This message has been scanned for viruses and dangerous content by **MailScanner**, and is believed to be clean.

CONFIDENTIAL Subject to Protective Order IATS - 000032
SDNY_GM_02774137
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260777
EFTA01339405

Subject: N722JE & N162AE-Documents in Escrow
From: Tonya Butler [redacted]
Date: Mon, 25 Jul 2011 15:13:42 -0500
To: Darren Indyke [redacted] George Reenstra [redacted], Ted Osgood [redacted], Irena Damnjanoska [redacted] Jap Blankenship [redacted] "Marcroft, Coreen ([redacted] [redacted], Anthony Dennis [redacted]

Please find attached copies of the original documents held in escrow for N722JE and N162AE.

We also received the pink slips from the AFR for both aircraft. The parties will need to keep the pink slip in the cockpit of the aircraft, until the certificate of registration is completed. Please advise what address you want us to send the pink slips back to by Fed-Ex.

Sincerely,
Tonya Butler
Escrow Assistant for
Joan F. Roberts - VP
Insured Aircraft Title Service, Inc.
4848 S.W. 36th Street
Oklahoma City, OK 73179
[redacted]
tbutler@insuredaircraft.com
www.insuredaircraft.com

N162AE& N722JE-Pink Slips.pdf	**Content-Type:** application/pdf **Content-Encoding:** base64

N162AE-Copies of Docs.pdf

N162AE-Copies of Docs.pdf	**Content-Type:** application/pdf **Content-Encoding:** base64

N722JE-Copies of Docs.pdf

N722JE-Copies of Docs.pdf	**Content-Type:** application/pdf **Content-Encoding:** base64

CONFIDENTIAL Subject to Protective Order IATS - 000033
SDNY_GM_02774138
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

COPY OF ORIGINAL DOCUMENT
ORIGINAL IN ESCROW AT
INSURED AIRCRAFT TITLE SERVICE -
DATE: 4-25-11
AGENT: JOAN ROBERTS, V.P.

FORM APPROVED
OMB No. 2120-0042

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

CERT: ISSUE DATE

UNITED STATES REGISTRATION NUMBER N 722JE

AIRCRAFT MANUFACTURER & MODEL
Keystone (Sikorsky) S-76C

AIRCRAFT SERIAL No.
760750

FOR FAA USE ONLY

TYPE OF REGISTRATION (Check One box)
☐ 1: Individual ☐ 2. Partnership ☒ 3. Corporation ☐ 4. Co-Owner ☐ 5. Government
☐ 8. Non-Citizen Corporation ☐ 9. Non-Citizen Corporation Co-Owner

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

TELEPHONE NUMBER: (860) 273-0386

ADDRESS (Permanent mailing address for first applicant on list) (If P.O. Box is used, physical address must also be shown.)
Number and street: 151 Farmington Avenue
Rural Route: P.O. Box:

CITY	STATE	ZIP CODE
Hartford	Connecticut	06156

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

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

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

CERTIFICATION

I/WE CERTIFY:

(1) That the above aircraft is owned by the undersigned applicant, who is a citizen (including corporations) of the United States.
(For voting trust, give name of trustee: _____), or:
CHECK ONE AS APPROPRIATE:
a. A resident alien, with alien registration (Form I-151 or Form I-551) No. _____
b. A non-citizen corporation organized and doing business under the laws of (state) _____ and said aircraft is based and primarily used in the United States. Records or flight hours are available for inspection at _____

(2) That the aircraft is not registered under the laws of any foreign country; and
(3) That legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.

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

TYPE OR PRINT NAME BELOW SIGNATURE

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK

SIGNATURE	TITLE	DATE
Melinda Westbrook	Assistant Corporate Secretary of Aetna Inc.,	
Melinda Westbrook	Managing Member of ASI Wings, LLC	

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 (1/09) (NSN 0052-00-628-9007) Supersedes Previous Edition

OPERATIONS OUTSIDE OF THE UNITED STATES ARE PROHIBITED BY LAW

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

COPY OF ORIGINAL DOCUMENT
ORIGINAL IN ESCROW AT
INSURED AIRCRAFT TITLE SERVICE
DATE: 4-25-11
AGENT: JOAN ROBERTS, V.P.

FORM APPROVED
OMB No. 2120-0042

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

CERT: ISSUE DATE

UNITED STATES REGISTRATION NUMBER N 162AE

AIRCRAFT MANUFACTURER & MODEL Sikorsky S-76C

AIRCRAFT SERIAL No. 760472

FOR FAA USE ONLY

TYPE OF REGISTRATION (Check One box)
☐ 1. Individual ☐ 2. Partnership ☑ 3. Corporation ☐ 4. Co-Owner ☐ 5. Government
☐ 8. Non-Citizen Corporation ☐ 9. Non-Citizen Corporation Co-Owner

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

TELEPHONE NUMBER: ( )

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

Number and street: 103 Foulk Road, Suite 202

Rural Route:

CITY: Wilmington | STATE: DE | P.O. Box: | ZIP CODE: 19803

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

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

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

CERTIFICATION

I/WE CERTIFY:

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

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

CHECK ONE AS APPROPRIATE:

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

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

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

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

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

TYPE OR PRINT NAME BELOW SIGNATURE

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.

SIGNATURE	TITLE	DATE
Darren K. Indyke	Vice President	
SIGNATURE Darren K. Indyke	TITLE	DATE
SIGNATURE	TITLE	DATE

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

AC Form 8050-1 (1/09) (NSN 0052-00-628-9007) Supersedes Previous Edition

OPERATIONS OUTSIDE OF THE UNITED STATES ARE PROHIBITED BY LAW

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

COPY OF ORIGINAL DOCUMENT
ORIGINAL IN ESCROW AT
INSURED AIRCRAFT TITLE SERVICE
DATE: 7-25-11
AGENT: JOAN ROBERTS, V.P.

WARRANTY BILL OF SALE

The undersigned, FREEDOM AIR INTERNATIONAL, INC. ("Seller"), is the owner of the full legal and beneficial title in and to that certain used Keystone (Sikorsky) S-76C helicopter (sometimes referred to as a S-76C++) bearing Manufacturer's Serial No. 760750 and U.S. Registration No. N722JE, with two (2) Turbomeca Arriel 2S2 engines bearing Manufacturer's Serial Nos. 42285 and 42286, together with all avionics, equipment (including loose equipment), systems, furnishings and accessories installed on, contained in or attached to said helicopter and engines, all as is more particularly described in that certain Aircraft Purchase Agreement dated as of July 18, 2011, between Seller and Purchaser, and also including all airframe, engine and accessory logbooks, flight and operation manuals, maintenance and overhaul records, checklists, drawings, any issued FAA Form 337's, warranty documents, and all other records and paperwork relating to the above-described helicopter and engines in Seller's possession (collectively, the "Aircraft"); provided, that the term Aircraft as used herein does not include airframe maintenance manuals and airframe illustrated parts catalogs as the same are being retained by Seller.

For and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby grant, bargain, sell, convey, transfer and deliver unto ASI WINGS, LLC ("Purchaser"), all of Seller's right, title and interest in and to the Aircraft.

Seller hereby warrants to Purchaser, its successors and assigns, that Seller is the lawful owner of the Aircraft and that there is hereby conveyed to Purchaser good and marketable title to the Aircraft, free and clear of any and all liens, claims and encumbrances whatsoever, and Seller will warrant and defend such title forever, at the sole expense of Seller, against all claims and demands whatsoever. EXCEPT FOR THE WARRANTIES OF SELLER SET FORTH IN THE PRECEDING SENTENCE, THE AIRCRAFT IS HEREBY SOLD TO PURCHASER IN ITS "AS IS, WHERE IS" CONDITION AND "WITH ALL FAULTS."

IN WITNESS WHEREOF, Seller has caused this Warranty Bill of Sale to be executed by its duly authorized officer, as of this ____ day of July, 2011.

FREEDOM AIR INTERNATIONAL, INC.

By: Darren K. Indyke
Name: Darren K. Indyke
Title: Vice President

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

FORM APPROVED
OMB No. 2120-0042

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

CERT: ISSUE DATE

UNITED STATES REGISTRATION NUMBER N 722JE

AIRCRAFT MANUFACTURER & MODEL
Keystone (Sikorsky) S-76C

AIRCRAFT SERIAL No.
760750

FOR FAA USE ONLY

TYPE OF REGISTRATION (Check One box)
☐ 1. Individual ☐ 2. Partnership ☒ 3. Corporation ☐ 4. Co-Owner ☐ 5. Government
☐ 8. Non-Citizen Corporation ☐ 9. Non-Citizen Corporation Co-Owner

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

ASI Wings, LLC

TELEPHONE NUMBER: [redacted]

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

Number and street: 151 Farmington Avenue

Rural Route: P.O. Box:

CITY	STATE	ZIP CODE
Hartford	Connecticut	06156

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

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

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

CERTIFICATION

I/WE CERTIFY:

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

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

CHECK ONE AS APPROPRIATE:

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

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

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

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

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

TYPE OR PRINT NAME BELOW SIGNATURE

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK

SIGNATURE	TITLE	DATE
Melinda Westbrook	Assistant Corporate Secretary of Aetna Inc., Managing Member of ASI Wings, LLC	
SIGNATURE	TITLE	DATE
Melinda Westbrook		
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 (1/09) (NSN 0052-00-628-9007) Supersedes Previous Edition

COPY OF ORIGINAL DOCUMENT
ORIGINAL IN ESCROW AT
INSURED AIRCRAFT TITLE SERVICE
DATE: 1-25-11
AGENT: JOAN ROBERTS, V.P.

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

COPY OF ORIGINAL DOCUMENT
ORIGINAL IN ESCROW AT
INSURED AIRCRAFT TITLE SERVICE
DATE: 7-25-11
AGENT: JOAN ROBERTS, V.P.

WARRANTY BILL OF SALE

The undersigned, ("Seller"), is the owner of the full legal and beneficial title in and to that certain used Sikorsky S-76C helicopter (sometimes referred to as a S-76C+) bearing Manufacturer's Serial No. 760472 and U.S. Registration No. N162AE, with two (2) Turbomeca Arriel 2S1 engines bearing Manufacturer's Serial Nos. 20040 and 20533TEC, together with all avionics, equipment (including loose equipment), systems, furnishings and accessories installed on, contained in or attached to said helicopter and engines, all as is more particularly described in that certain Aircraft Purchase Agreement dated as of July 18, 2011, between Seller and Purchaser, and also including all airframe, engine and accessory logbooks, flight and operation manuals, maintenance and overhaul records, checklists, drawings, any issued FAA Form 337's, warranty documents, and all other records and paperwork relating to the above-described helicopter and engines in Seller's possession (collectively, the "Aircraft"); provided, that the term Aircraft as used herein does not include airframe maintenance manuals and airframe illustrated parts catalogs as the same are being retained by Seller.

For and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby grant, bargain, sell, convey, transfer and deliver unto Freedom Air International, Inc. ("Purchaser"), all of Seller's right, title and interest in and to the Aircraft.

Seller hereby warrants to Purchaser, its successors and assigns, that Seller is the lawful owner of the Aircraft and that there is hereby conveyed to Purchaser good and marketable title to the Aircraft, free and clear of any and all liens, claims and encumbrances whatsoever, and Seller will warrant and defend such title forever, at the sole expense of Seller, against all claims and demands whatsoever. EXCEPT FOR THE WARRANTIES OF SELLER SET FORTH IN THE PRECEDING SENTENCE, THE AIRCRAFT IS HEREBY SOLD TO PURCHASER IN ITS "AS IS, WHERE IS" CONDITION AND "WITH ALL FAULTS."

IN WITNESS WHEREOF, Seller has caused this Warranty Bill of Sale to be executed by its duly authorized officer, as of this ____ day of July, 2011.

ASI WINGS, LLC

By: Aetna Inc., Managing Member

By: Melinda Westbrook
Name: Melinda Westbrook
Title: Assistant Corporate Secretary
Date:_____

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

COPY OF ORIGINAL DOCUMENT
ORIGINAL IN ESCROW AT
INSURED AIRCRAFT TITLE SERVICE
DATE: 1-25-11
AGENT: JOAN ROBERTS, V.P.

FORM APPROVED
OMB No. 2120-0042

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

CERT: ISSUE DATE

UNITED STATES REGISTRATION NUMBER: N162AE

AIRCRAFT MANUFACTURER & MODEL: Sikorsky S-76C

AIRCRAFT SERIAL No.: 760472

FOR FAA USE ONLY

TYPE OF REGISTRATION (Check One box)

☐ 1. Individual ☐ 2. Partnership ☑ 3. Corporation ☐ 4. Co-Owner ☐ 5. Government
☐ 8. Non-Citizen Corporation ☐ 9. Non-Citizen Corporation Co-Owner

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

Freedom Air International, Inc.

TELEPHONE NUMBER: ( )

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

Number and street: 103 Foulk Road, Suite 202

Rural Route: P.O. Box:

CITY	STATE	ZIP CODE
Wilmington	DE	19803

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

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

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

CERTIFICATION

I/WE CERTIFY:

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

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

CHECK ONE AS APPROPRIATE:

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

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

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

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

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

TYPE OR PRINT NAME BELOW SIGNATURE

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.

SIGNATURE	TITLE	DATE
Darren K. Indyke	Vice President	
SIGNATURE Darren K. Indyke	TITLE	DATE
SIGNATURE	TITLE	DATE

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

AC Form 8050-1 (1/09) (NSN 0052-00-628-9007) Supersedes Previous Edition

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

Subject: N162AE
From: Angie Risley [redacted]
Date: Mon, 25 Jul 2011 11:50:09 -0500
To: [redacted]

Hi!

Please see attached IR searches for N162AE.

Thanks,
--

Angie Risley
Escrow Assistant for
Joan F. Roberts - VP
Insured Aircraft Title Service, Inc.
4848 S.W. 36th Street
Oklahoma City, OK 73179
[redacted]
angier@insuredaircraft.com
www.insuredaircraft.com

162AE.pdf	**Content-Type:**	application/pdf
	Content-Encoding:	base64

CONFIDENTIAL Subject to Protective Order IATS - 000040
SDNY_GM_02774145
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Subject: N722JE and 162AE
From: Jap Blankenship <Jblankenship@fellerssnider.com>
Date: Fri, 22 Jul 2011 19:38:14 +0000
To: Anthony Dennis [redacted], "Marcroft, Coreen [redacted], "Darren Indyke [redacted], "Ted Osgood [redacted] "Kim Thompson [redacted]
CC: Irena Damnjanoska [redacted]

Ladies and Gentlemen:

For reasons of which most of you are aware, this is to confirm that the closings on the referenced aircraft scheduled for Monday, July 25, 2011 at 10:00 am Oklahoma time have been postponed. Said closings are tentatively rescheduled for Tuesday, July 26, 2011 at 10:00 am Oklahoma time.

Lets touch base with one another when additional information becomes available on Monday.

Best regards,
Jap

Jap W. Blankenship
Fellers, Snider, Blankenship,
Bailey & Tippens
100 N. Broadway, Suite 1700
Oklahoma City, OK 73102-8820
[redacted]

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

Subject: N722JE and N162AE
From: Angie Risley [redacted]
Date: Fri, 22 Jul 2011 14:27:40 -0500
To: [redacted]

Hi!

Please see attached copies of original documents currently being held in escrow.

Thanks,
--

Angie Risley
Escrow Assistant for
Joan F. Roberts - VP
Insured Aircraft Title Service, Inc.
4848 S.W. 36th Street
Oklahoma City, OK 73179
[redacted]
www.insuredaircraft.com

722JE 162AE.pdf	**Content-Type:**	application/pdf
	Content-Encoding:	base64

CONFIDENTIAL Subject to Protective Order IATS - 000042
SDNY_GM_02774147
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

WARRANTY BILL OF SALE

The undersigned, FREEDOM AIR INTERNATIONAL, INC. ("Seller"), is the owner of the full legal and beneficial title in and to that certain used Keystone (Sikorsky) S-76C helicopter (sometimes referred to as a S-76C++) bearing Manufacturer's Serial No. 760750 and U.S. Registration No. N722JE, with two (2) Turbomeca Arriel 2S2 engines bearing Manufacturer's Serial Nos. 42285 and 42286, together with all avionics, equipment (including loose equipment), systems, furnishings and accessories installed on, contained in or attached to said helicopter and engines, all as is more particularly described in that certain Aircraft Purchase Agreement dated as of July 18, 2011, between Seller and Purchaser, and also including all airframe, engine and accessory logbooks, flight and operation manuals, maintenance and overhaul records, checklists, drawings, any issued FAA Form 337's, warranty documents, and all other records and paperwork relating to the above-described helicopter and engines in Seller's possession (collectively, the "Aircraft"); provided, that the term Aircraft as used herein does not include airframe maintenance manuals and airframe illustrated parts catalogs as the same are being retained by Seller.

For and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby grant, bargain, sell, convey, transfer and deliver unto ASI WINGS, LLC ("Purchaser"), all of Seller's right, title and interest in and to the Aircraft.

Seller hereby warrants to Purchaser, its successors and assigns, that Seller is the lawful owner of the Aircraft and that there is hereby conveyed to Purchaser good and marketable title to the Aircraft, free and clear of any and all liens, claims and encumbrances whatsoever, and Seller will warrant and defend such title forever, at the sole expense of Seller, against all claims and demands whatsoever. EXCEPT FOR THE WARRANTIES OF SELLER SET FORTH IN THE PRECEDING SENTENCE, THE AIRCRAFT IS HEREBY SOLD TO PURCHASER IN ITS "AS IS, WHERE IS" CONDITION AND "WITH ALL FAULTS."

IN WITNESS WHEREOF, Seller has caused this Warranty Bill of Sale to be executed by its duly authorized officer, as of this ____ day of July, 2011.

FREEDOM AIR INTERNATIONAL, INC.

By: Darren K. Indyke
Name: Darren K. Indyke
Title: Vice President

COPY OF ORIGINAL DOCUMENT
ORIGINAL IN ESCROW AT
INSURED AIRCRAFT TITLE SERVICE
DATE: 1-22-11
AGENT: JOAN ROBERTS, V.P.

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

FORM APPROVED
OMB No. 2120-0042

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

CERT: ISSUE DATE

COPY OF ORIGINAL DOCUMENT
ORIGINAL IN ESCROW AT
INSURED AIRCRAFT TITLE SERVICE
DATE: 7-22-11
AGENT: JOAN ROBERTS, V.P.

UNITED STATES REGISTRATION NUMBER N162AE

AIRCRAFT MANUFACTURER & MODEL

AIRCRAFT SERIAL No. 760472

FOR FAA USE ONLY

TYPE OF REGISTRATION (Check One box)

☐ 1. Individual ☐ 2. Partnership ☑ 3. Corporation ☐ 4. Co-Owner ☐ 5. Government
☐ 8. Non-Citizen Corporation ☐ 9. Non-Citizen Corporation Co-Owner

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

Freedom Air International, Inc.

TELEPHONE NUMBER: ( )

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

Number and street: 103 Foulk Road, Suite 202

Rural Route: P.O. Box:

CITY	STATE	ZIP CODE
Wilmington	DE	19803

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

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

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

CERTIFICATION

I/WE CERTIFY:

(1) That the above aircraft is owned by the undersigned applicant, who is a citizen (including corporations) of the United States.
(For voting trust, give name of trustee: _____), or:
CHECK ONE AS APPROPRIATE:
a. A resident alien, with alien registration (Form 1-151 or Form 1-551) No. _____
b. A non-citizen corporation organized and doing business under the laws of (state) _____ and said aircraft is based and primarily used in the United States. Records or flight hours are available for inspection at _____
(2) That the aircraft is not registered under the laws of any foreign country; and
(3) That legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.

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

TYPE OR PRINT NAME BELOW SIGNATURE

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK

SIGNATURE	TITLE	DATE
Darren K. Indyke	Vice President	
SIGNATURE Darren K. Indyke	TITLE	DATE
SIGNATURE	TITLE	DATE

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

AC Form 8050-1 (1/09) (NSN 0052-00-628-9007) Supersedes Previous Edition

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

Subject: RE: N722JE and N162AE
From: Jap Blankenship <Jblankenship@fellerssnider.com>
Date: Thu, 21 Jul 2011 18:12:59 +0000
To: "'Kim Thompson'" [redacted]
CC: Irena Damnianoska [redacted], "Marcroft, Coreen" [redacted] Ted Osgood [redacted] Anthony Dennis

Kim:

Thank you for the title search reports and IR searches for the two above referenced aircraft and the related engines.

There is one item which needs to be clarified at the outset. With respect to N162AE, the two Turbomeca Arriel 2S1 engines attached to the helicopter and being sold bear manufacturer's serial numbers 20040 and 20533TEC. In that regard, see the Aircraft Purchase Agreement and Exhibit A thereto. Although I do not recall the historical details, I do know that the engine bearing MSN 20045 is not owned by ASI Wings, LLC and, does not relate to N162AE. Thus, an engine search is needed for MSN 20533TEC.

I am advised by Darren Indyke of Freedom Air International, Inc. that your IR department is assisting Freedom Air in being licensed as a transacting user entity on the IR. If you can do so through your people, please let us know the status.

We are advised that both parties to these transactions have forwarded the necessary closing documents and you should receive them tomorrow.

As of late this morning, the closing of these two transactions is scheduled to commence on Monday, July 25th at 10:00 am Oklahoma City time.

Please let me know if the above should prompt any questions. Thank you for your cooperation and assistance.

Best regards,
Jap

Jap W. Blankenship
Fellers, Snider, Blankenship,
Bailey & Tippens
100 N. Broadway, Suite 1700
Oklahoma City, OK 73102-8820
[redacted]

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

From: Kim Thompson [mailto[redacted]
Sent: Thursday, July 21, 2011 11:25 AM
To: Jap Blankenship
Cc: Irena Damnjanoska; Marcroft, Coreen; Ted Osgood
Subject: N722JE and N162AE

Please find attached title search reports and IR searches for these aircraft.
We have not received the engine searches for N162AE. I hope to have them later today.

Please note there is an outstanding lien on the IR on Engine: Turbomeca Arriel 2S1, S/N 20045 (w/N162AE).

Freedom Air International Inc. is not a registered member of the international registry. In order to register a contract of
sale on the IR. Both buyer and seller must be registered members.

We have not received any documents for these aircraft. When is this transaction closing?

Kim Thompson
Escrow Assistant for
Joan F. Roberts - VP
Insured Aircraft Title Service, Inc.
4848 S.W. 36th Street
Oklahoma City, OK 73179
[redacted]
kthompson@insuredaircraft.com
www.insuredaircraft.com

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

Subject: Re: N722JE and N162AE
From: Kim Thompson [redacted]
Date: Thu, 21 Jul 2011 16:20:02 -0500
To: Jap Blankenship [redacted]
CC: Irena Damnjanoska [redacted], "Marcroft, Coreen" [redacted] Ted Osgood [redacted] Anthony Dennis [redacted]

Jap,
We will order the title search report for the correct engine (w/N162AE).
I spoke with Becki in our IR department. She is working on the IR registration for Freedom Air International, Inc.
I will let you know when their IR registration has been completed.

Kim Thompson
Escrow Assistant for
Joan F. Roberts - VP
Insured Aircraft Title Service, Inc.
4848 S.W. 36th Street
Oklahoma City, OK 73179
[redacted]
kthompson@insuredaircraft.com
www.insuredaircraft.com

On 7/21/2011 1:12 PM, Jap Blankenship wrote:

> Kim:
>
> Thank you for the title search reports and IR searches for the two above referenced aircraft and the related engines.
>
> There is one item which needs to be clarified at the outset. With respect to N162AE, the two Turbomeca Arriel 2S1 engines attached to the helicopter and being sold bear manufacturer's serial numbers 20040 and 20533TEC. In that regard, see the Aircraft Purchase Agreement and Exhibit A thereto. Although I do not recall the historical details, I do know that the engine bearing MSN 20045 is not owned by ASI Wings, LLC and, does not relate to N162AE. Thus, an engine search is needed for MSN 20533TEC.
>
> I am advised by Darren Indyke of Freedom Air International, Inc. that your IR department is assisting Freedom Air in being licensed as a transacting user entity on the IR. If you can do so through your people, please let us know the status.
>
> We are advised that both parties to these transactions have forwarded the necessary closing documents and you should receive them tomorrow.
>
> As of late this morning, the closing of these two transactions is scheduled to commence on Monday, July 25th at 10:00 am Oklahoma City time.
>
> Please let me know if the above should prompt any questions. Thank you for your cooperation and assistance.

CONFIDENTIAL Subject to Protective Order IATS - 000047
SDNY_GM_02774152
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260792
EFTA01339420

Best regards,
Jap

Jap W. Blankenship
Fellers, Snider, Blankenship,
Bailey & Tippens
100 N. Broadway, Suite 1700
Oklahoma City, OK 73102-8820
[redacted]
E-Mail: [redacted]

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From: Kim Thompson [mailto[redacted]
Sent: Thursday, July 21, 2011 11:25 AM
To: Jap Blankenship
Cc: Irena Damnjanoska; Marcroft, Coreen; Ted Osgood
Subject: N722JE and N162AE

Please find attached title search reports and IR searches for these aircraft.
We have not received the engine searches for N162AE. I hope to have them later today.

Please note there is an outstanding lien on the IR on Engine: Turbomeca Arriel 2S1, S/N 20045 (w/N162AE).

Freedom Air International Inc. is not a registered member of the international registry. In order to register a contract of
sale on the IR. Both buyer and seller must be registered members.

We have not received any documents for these aircraft. When is this transaction closing?

Kim Thompson
Escrow Assistant for
Joan F. Roberts - VP
Insured Aircraft Title Service, Inc.
4848 S.W. 36th Street
Oklahoma City, OK 73179
[redacted]
kthompson@insuredaircraft.com
www.insuredaircraft.com

CONFIDENTIAL Subject to Protective Order IATS - 000048
SDNY_GM_02774153
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260793
EFTA01339421

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SDNY_GM_02774154

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

EFTA_00260794

EFTA01339422

Subject: N722JE and N162AE
From: Kim Thompson [redacted]
Date: Thu, 21 Jul 2011 11:25:15 -0500
To: Jap Blankenship [redacted]
CC: Irena Damnjanoska [redacted] "Marcroft, Coreen" <[redacted] Ted Osgood [redacted]

Please find attached title search reports and IR searches for these aircraft.
We have not received the engine searches for N162AE. I hope to have them later today.

Please note there is an outstanding lien on the IR on Engine: Turbomeca Arriel 2S1, S/N 20045 (w/N162AE).

Freedom Air International Inc. is not a registered member of the international registry. In order to register a contract of
sale on the IR. Both buyer and seller must be registered members.

We have not received any documents for these aircraft. When is this transaction closing?

Kim Thompson
Escrow Assistant for
Joan F. Roberts - VP
Insured Aircraft Title Service, Inc.
4848 S.W. 36th Street
Oklahoma City, OK 73179
[redacted]
kthompson@insuredaircraft.com
www.insuredaircraft.com

N722JE title search.pdf	**Content-Type:** application/pdf **Content-Encoding:** base64

N722JE IR.pdf

N722JE IR.pdf	**Content-Type:** application/pdf **Content-Encoding:** base64

N162AE title search.pdf

N162AE title search.pdf	**Content-Type:** application/pdf **Content-Encoding:** base64

CONFIDENTIAL Subject to Protective Order IATS - 000050
SDNY_GM_02774155
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

N162AE IR.pdf

N162AE IR.pdf	**Content-Type:** application/pdf **Content-Encoding:** base64

CONFIDENTIAL Subject to Protective Order IATS - 000051

SDNY_GM_02774156

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

EFTA_00260796

EFTA01339424

Subject: Re: N722JE and N162AE
From: Kim Thompson [redacted]
Date: Thu, 21 Jul 2011 10:07:15 -0500
To: Jap Blankenship [redacted]
CC: Irena Damnjanoska [redacted]

Jap,
The funds need to be sent to our regular escrow account.
Once they are received we will transfer them to the special account.

Kim Thompson
Escrow Assistant for
Joan F. Roberts - VP
Insured Aircraft Title Service, Inc.
4848 S.W. 36th Street
Oklahoma City, OK 73179
[redacted]
www.insuredaircraft.com

On 7/21/2011 10:03 AM, Jap Blankenship wrote:

> Kim:
>
> Could you please forward us two separate wire instructions of IATS, both of which would refer to the special escrow account number 1603473416. One of the instructions needs to reference N722JE, and the other one needs to reference N162AE.
>
> Thanks,
> Jap
>
> Jap W. Blankenship
> Fellers, Snider, Blankenship,
> Bailey & Tippens
> 100 N. Broadway, Suite 1700
> Oklahoma City, OK 73102-8820
> Phone:
> Fax:
> E-Mail: [redacted]
>
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CONFIDENTIAL Subject to Protective Order IATS - 000052
SDNY_GM_02774157
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260797
EFTA01339425

From: Kim Thompson [mailto[redacted]
Sent: Wednesday, July 20, 2011 11:13 AM
To: Jap Blankenship; Irena Damnjanoska
Subject: N722JE

Jap,

See attached executed acknowledgment per your request.

The account reference number is 1603473416.

Kim Thompson
Escrow Assistant for
Joan F. Roberts - VP
Insured Aircraft Title Service, Inc.
4848 S.W. 36th Street
Oklahoma City, OK 73179
[redacted]

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

Subject: N722JE and N162AE
From: Jap Blankenship <[redacted]
Date: Thu, 21 Jul 2011 15:03:17 +0000
To: "'Kim Thompson'" [redacted]
CC: Irena Damnjanoska <[redacted], "'Katie Miller'" [redacted]

Kim:

Could you please forward us two separate wire instructions of IATS, both of which would refer to the special escrow account number 1603473416. One of the instructions needs to reference N722JE, and the other one needs to reference N162AE.

Thanks,
Jap

Jap W. Blankenship
Fellers, Snider, Blankenship,
Bailey & Tippens
100 N. Broadway, Suite 1700
Oklahoma City, OK 73102-8820
Phone: [redacted]
Fax:
E-Mail

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This message is sent from a law firm and may contain information that is privileged or confidential. If you received this transmission in error, please notify the sender by reply e-mail and delete the message and any attachments.

From: Kim Thompson [mailto:[redacted]
Sent: Wednesday, July 20, 2011 11:13 AM
To: Jap Blankenship; Irena Damnjanoska
Subject: N722JE

Jap,

See attached executed acknowledgment per your request.

The account reference number is [redacted]

Kim Thompson
Escrow Assistant for
Joan F. Roberts - VP
Insured Aircraft Title Service, Inc.
4848 S.W. 36th Street

7/21/2011 10:07 AM

CONFIDENTIAL Subject to Protective Order IATS - 000054
SDNY_GM_02774159
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Oklahoma City, OK 73179
[redacted]
kthompson@insuredaircraft.com
www.insuredaircraft.com

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

Subject: RE: Transfer
From: "JOSLIN, JENCIE" <[redacted]
Date: Wed, 20 Jul 2011 14:36:05 -0500
To: "'Chris Fiegel'" [redacted] "MATHEWS, DARRELL"
[redacted]
CC: "'Amy Chabiel'" [redacted] "'Kim Thompson'"
[redacted]

Chris,

These transfers have been done.

Thank you,
Jencie

-----Original Message-----
From: Chris Fiegel [mailto:[redacted]
Sent: Wednesday, July 20, 2011 1:48 PM
To: MATHEWS, DARRELL
Cc: JOSLIN, JENCIE; Amy Chabiel; Kim Thompson
Subject: Transfer

Darrell,

Please transfer 100,000 from ....717 to 1603473416. Remember to take out the 1.00 that has been holding the account open.

Thanks,

Chris

--
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7/20/2011 2:52 PM

CONFIDENTIAL Subject to Protective Order IATS - 000056
SDNY_GM_02774161
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260801
EFTA01339429

Subject: N722JE
From: Kim Thompson [redacted]
Date: Wed, 20 Jul 2011 11:13:26 -0500
To: [redacted]

Jap,

See attached executed acknowledgment per your request.

The account reference number is 1603473416.

Kim Thompson
Escrow Assistant for
Joan F. Roberts - VP
Insured Aircraft Title Service, Inc.
4848 S.W. 36th Street
Oklahoma City, OK 73179
[redacted]
www.insuredaircraft.com

signature page.pdf	**Content-Type:** application/pdf **Content-Encoding:** base64

CONFIDENTIAL Subject to Protective Order IATS - 000057

SDNY_GM_02774162

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

EFTA_00260802

EFTA01339430

Subject: N162AE
From: Kim Thompson [redacted]
Date: Wed, 20 Jul 2011 11:06:55 -0500
To: [redacted], [redacted]

Jap,
See attached executed acknowledgment per your request.

The account reference number is [redacted]

Kim Thompson
Escrow Assistant for
Joan F. Roberts - VP
Insured Aircraft Title Service, Inc.
4848 S.W. 36th Street
Oklahoma City, OK 73179
[redacted]
www.insuredaircraft.com

signature page.pdf	**Content-Type:** application/pdf **Content-Encoding:** base64

CONFIDENTIAL Subject to Protective Order IATS - 000058
SDNY_GM_02774163
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Subject: Re: N722JE-1031 Co.
From: Tobias Kleitman [redacted]
Date: Wed, 20 Jul 2011 09:43:38 -0500
To: "[redacted]

Darren,

If you would like to discuss a 1031 Exchange transaction, please let me know when you are available and a number where I can reach you. I'm traveling this morning, but this afternoon is open.

Tobias

From: Tonya Butler [mailto[redacted]
Sent: Tuesday, July 19, 2011 05:05 PM
To: Darren Indyke <[redacted]; Tobias Kleitman
Subject: N722JE-1031 Co.

Hello, Darren

Time Value Property Exchange - Tobias Kleitman [redacted] or e-mail: TKleitman@tvpx.com

Tonya Butler
Escrow Assistant for
Joan F. Roberts - VP
Insured Aircraft Title Service, Inc.
4848 S.W. 36th Street
Oklahoma City, OK 73179
[redacted]
www.insuredaircraft.com

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

Subject: Wiring Instructions-N722JE and N162AE
From: Tonya Butler <[redacted]
Date: Tue, 19 Jul 2011 11:33:54 -0500
To: Jap Blankenship <[redacted]

Please find attached bank wire transfer instructions per your request.

Sincerely,
Tonya Butler
Escrow Assistant for
Joan F. Roberts - VP
Insured Aircraft Title Service, Inc.
4848 S.W. 36th Street
Oklahoma City, OK 73179
[redacted]
www.insuredaircraft.com

Wiring Instructions.pdf	**Content-Type:** application/pdf **Content-Encoding:** base64

CONFIDENTIAL Subject to Protective Order IATS - 000060
SDNY_GM_02774165
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Subject: Re: Aircraft Purchase Agreements (Executed) -- N722JE and N162AE
From: Tonya Butler [redacted]
Date: Tue, 19 Jul 2011 11:20:23 -0500
To: Jap Blankenship [redacted]
CC: Irena Damnjanoska [redacted] Anthony Dennis [redacted] "Marcroft, Coree[redacted] [redacted] "Darren Indyke ([redacted] <[redacted]>, "Ted Osgood ([redacted]

Please see attached.

Thank you,
Tonya Butler
Escrow Assistant for
Joan F. Roberts - VP
Insured Aircraft Title Service, Inc.
4848 S.W. 36th Street
Oklahoma City, OK 73179
[redacted]
www.insuredaircraft.com

On 7/18/2011 6:09 PM, Jap Blankenship wrote:

> Tanya:
>
> Attached please find my two separate letters to you covering N722JE and N162AE. Also attached are copies of the two agreements as executed by the Seller and Purchaser under each agreement.
>
> If you should have any questions with respect to my requests set forth in the attached letters, please let me know.
>
> Best,
> Jap
>
> Jap W. Blankenship
> Fellers, Snider, Blankenship,
> Bailey & Tippens
> 100 N. Broadway, Suite 1700
> Oklahoma City, OK 73102-8820
> [redacted]
> E-Mail: jblankenship@fellerssnider.com
>
> IRS Circular 230 Notice: Any tax advice included in the text of this message, or in any attachment, (i) is not intended or written to be used, and cannot be used, by any taxpayer for the purpose of avoiding any tax penalties that may be imposed under the Internal Revenue Code and (ii) should not be used in promoting, marketing, or recommending to another party any transaction or matter addressed herein.
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CONFIDENTIAL Subject to Protective Order IATS - 000061
SDNY_GM_02774166
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260806
EFTA01339434

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N722JE-AC Purchase.pdf	**Content-Type:** application/pdf **Content-Encoding:** base64

N162AE-AC PA.pdf

N162AE-AC PA.pdf	**Content-Type:** application/pdf **Content-Encoding:** base64

CONFIDENTIAL Subject to Protective Order IATS - 000062
SDNY_GM_02774167
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Subject: Aircraft Purchase Agreements (Executed) -- N722JE and N162AE
From: Jap Blankenship <[redacted]
Date: Mon, 18 Jul 2011 23:09:11 +0000
To: [redacted]
CC: Irena Damnjanoska [redacted] Anthony Dennis [redacted] "Marcroft, Coreen [redacted] "Darren Indyke [redacted], "Ted Osgood ([redacted]>

Tanya:

Attached please find my two separate letters to you covering N722JE and N162AE. Also attached are copies of the two agreements as executed by the Seller and Purchaser under each agreement.

If you should have any questions with respect to my requests set forth in the attached letters, please let me know.

Best,
Jap

Jap W. Blankenship
Fellers, Snider, Blankenship,
Bailey & Tippens
100 N. Broadway, Suite 1700
Oklahoma City, OK 73102-8820
[redacted]

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Letter N722JE.pdf	**Content-Description:**	Letter N722JE.pdf
	Content-Type:	application/pdf
	Content-Encoding:	base64

CONFIDENTIAL Subject to Protective Order IATS - 000063
SDNY_GM_02774168
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Letter N162AE.pdf

Letter N162AE.pdf	**Content-Description:**	Letter N162AE.pdf
	Content-Type:	application/pdf
	Content-Encoding:	base64

Aircraft Purchase Agreement N722JE -- Executed.pdf

Aircraft Purchase Agreement N722JE -- Executed.pdf	**Content-Description:**	Aircraft Purchase Agreement N722JE -- Executed.pdf
	Content-Type:	application/pdf
	Content-Encoding:	base64

Aircraft Purchase Agreement N162AE -- Executed.pdf

Aircraft Purchase Agreement N162AE -- Executed.pdf	**Content-Description:**	Aircraft Purchase Agreement N162AE -- Executed.pdf
	Content-Type:	application/pdf
	Content-Encoding:	base64

CONFIDENTIAL Subject to Protective Order IATS - 000064

SDNY_GM_02774169

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

EFTA_00260809

EFTA01339437

Subject: Fwd: FW: registered on the international registry
From: Kim Thompson <kthompson@insuredaircraft.com>
Date: Mon, 18 Jul 2011 08:13:46 -0500
To: Tonya Butler <tbutler@insuredaircraft.com>

Will you see if Joan did this Friday before she left.

-------- Original Message --------
Subject:FW: registered on the international registry
Date: Fri, 15 Jul 2011 17:44:53 -0400
From: George Reenstra [redacted]
To: Joan Roberts [redacted] Darren Indyke [redacted]

AR filed 7-18-11

Joan could you please send Darren bill of sale and Registration forms so he can complete and return to you to hold in escrow.

He is the seller or 760750 and buyer of 760472 both Sikorsky s-76

thanks 722JE 162AE

George Reenstra
Aircraft Services Group Inc
212 Route 94, Ste 2E
Vernon, NJ 07462
[redacted]

From: Darren Indyke [redacted]
Sent: Friday, July 15, 2011 4:50 PM
To: George Reenstra
Subject: Re: registered on the international registry

Already ordered Freedom Air's Certificate of good standing which I won't get until monday. So I will send everything in on Monday. Ok?

Darren K. Indyke
Darren K. Indyke, PLLC
301 East 66th Street, 10B
New York, New York 10065
[redacted]

CONFIDENTIAL Subject to Protective Order IATS - 000065
SDNY_GM_02774170
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260810
EFTA01339438

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***
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Indyke, PLLC – All rights reserved.
****
****

On Jul 15, 2011, at 4:46 PM, George Reenstra wrote:

In anticipation maybe we should move forward on this now...your call

George Reenstra
Aircraft Services Group Inc
212 Route 94, Ste 2E
Vernon, NJ 07462
[redacted]

From: Becki Wichert [redacted]
Sent: Friday, July 15, 2011 4:37 PM
To: George Reenstra; Darren Indyke; [redacted]
Cc: Joan Roberts
Subject: Re: registered on the international registry

Good afternoon all,

I've attached the required forms along with instructions, allowing Insured Aircraft Title Service, Inc., to act as your administrator at the International Registry. If the entity you are applying for isn't a Limited Liability Company, please disregard the LLC Statement In Support form. After you review the attachments, if you have any questions, do not hesitate to contact me at [redacted] Upon completion, you may either email or fa[redacted] the documents to my attention. It is currently averaging 2 to 3 business days for the International Registry to approve the membership application, once I've received and submitted the information.

Have a good weekend!

Becki Wichert

CONFIDENTIAL Subject to Protective Order IATS - 000066
SDNY_GM_02774171
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260811
EFTA01339439

On 7/15/2011 3:13 PM, Joan Roberts wrote:
I see that Freedom Air International Inc. is not a registered TUE at the IR, so I am thinking maybe you are wanting us to sign Freedom Air up with the IR. Becki Wichert in our IR department will be sending all of you an email with the forms necessary to hire IATS to be the administrator for Freedom Air at the IR.

Joan Roberts
Vice President
Insured Aircraft Title Service, Inc.
4848 S.W. 36th Street
Oklahoma City, OK 73179
[redacted]

On 7/15/2011 12:09 PM, George Reenstra wrote:
Joan, I am not in the o0ffice but o am sure you a re familiar with the closing between Freedom Air sikorsky 760750 and Aetna (or their llc) for Sikorsky 760472. I know both have deposits I escrow. A condition of closing is 750 needs to be on the international register, I am fine with you acting on Freedom Air's behalf and getting it done. I have included the email address of their attorney. Would you please contact him ASAP since we may have time closing issues.

Naturally Darren feel free to contact Joan she will solve this issue.

Thank you both

George Reenstra
Aircraft Services Group Inc
212 Route 94, Ste 2E
Vernon, NJ 07462
[redacted]

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CONFIDENTIAL Subject to Protective Order IATS - 000067
SDNY_GM_02774172
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260812
EFTA01339440

Becki Wichert

International Registry Specialist
Insured Aircraft Title Service, Inc.
4848 S.W. 36th Street
Oklahoma City, OK 73179

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CONFIDENTIAL Subject to Protective Order IATS - 000068
SDNY_GM_02774173
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260813
EFTA01339441

722 JE
162 AE

Subject: registered on the international registry
From: "George Reenstra" [redacted]
Date: Fri, 15 Jul 2011 13:09:34 -0400
To: "Darren Indyke" [redacted] "Joan Roberts" [redacted]
CC [redacted]

Joan, I am not in the o0ffice but o am sure you a re familiar with the closing between Freedom Air sikorsky 760750 and Aetna (or their llc) for Sikorsky 760472. I know both have deposits I escrow. A condition of closing is 750 needs to be on the international register, I am fine with you acting on Freedom Air's behalf and getting it done. I have included the email address of their attorney. Would you please contact him ASAP since we may have time closing issues.

Naturally Darren feel free to contact Joan she will solve this issue.

Thank you both

George Reenstra
Aircraft Services Group Inc
212 Route 94, Ste 2E
Vernon, NJ 07462
[redacted]

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CONFIDENTIAL Subject to Protective Order IATS - 000069
SDNY_GM_02774174
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Subject: FAA title search-N722JE N162AE
From: Katie Miller [redacted]
Date: Wed, 29 Jun 2011 16:45:09 -0500
To: Ted Osgood [redacted]

Hello,

Please find attached the FAA title searches on the above referenced aircraft.

If you have any questions please feel free to contact our office.

Katie Miller
for Joan F. Roberts, Vice President
Insured Aircraft Title Service
4848 SW 36
Oklahoma City, OK 73179

[redacted]

Joan's email: [redacted]

N722JE-FAA title search.pdf	**Content-Type:** application/pdf **Content-Encoding:** base64

N162AE-FAA title search.pdf

N162AE-FAA title search.pdf	**Content-Type:** application/pdf **Content-Encoding:** base64

CONFIDENTIAL Subject to Protective Order IATS - 000070
SDNY_GM_02774175
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

From: Joan Roberts [redacted]
Sent: Tuesday, June 28, 2011 3:03 PM
To: Ted Osgood
Subject: Re: 102KP

don't have all of the money yet, but I believe we have everything else. We just received partial funds - have a total of $1,584,910.54 at this point.

Joan Roberts
Vice President
Insured Aircraft Title Service, Inc.
4848 S.W. 36th Street
Oklahoma City, OK 73179
[redacted]

On 6/28/2011 1:29 PM, Ted Osgood wrote:

> Hi Joan
>
> We are tentatively planning the closing for this plane tomorrow at 3:00 eastern. Do you have everything you need?
>
> **Ted Osgood**
> **Aircraft Sales Director**
> **Guardian Jet, LLC**
> 1445 Boston Post Road
> Guilford, CT 06437
> [redacted]
>
> --
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CONFIDENTIAL Subject to Protective Order IATS - 000071
SDNY_GM_02774176
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260816
EFTA01339444

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Sikorsky S-76C+ sn760472 1997 Spec.pdf	**Content-Type:** application/pdf **Content-Encoding:** base64

SKMBT_C25311062814220.pdf

SKMBT_C25311062814220.pdf	**Content-Type:** application/pdf **Content-Encoding:** base64

CONFIDENTIAL Subject to Protective Order IATS - 000072

SDNY_GM_02774177

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

EFTA_00260817

EFTA01339445

Subject: Fwd: 722JE Specs
From: Joan Roberts [redacted]
Date: Tue, 28 Jun 2011 14:28:59 -0500
To: Katie Miller [redacted]

Joan Roberts
Vice President
Insured Aircraft Title Service, Inc.
4848 S.W. 36th Street
Oklahoma City, OK 73179
[redacted]
www.insuredaircraft.com

-------- Original Message --------
Subject:722JE Specs
Date: Tue, 28 Jun 2011 15:15:51 -0400
From: Ted Osgood [redacted]
To: Joan Roberts

Not specs exactly but should have all the information you need.

Ted Osgood
Aircraft Sales Director
Guardian Jet, LLC

1445 Boston Post Road
Guilford, CT 06437
[redacted]
www.GuardianJet.com

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760750 Acceptance Report.pdf	**Content-Type:** application/pdf **Content-Encoding:** base64

CONFIDENTIAL Subject to Protective Order IATS - 000073
SDNY_GM_02774178
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

CONFIDENTIAL

Subject to Protective Order

IATS - 000074

SDNY_GM_02774179

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

EFTA_00260819

EFTA01339447

1997 Sikorsky S76C+
N162AE, S/N 760472

Specifications and Summary

Guardian Jet, LLC
1445 Boston post Road
Guilford, Connecticut 06437
[redacted]

Guardian Jet

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

Guardian Jet, LLC
Tele: 203-453-0800 Fax: 203-453-4527
sales@guardianjet.com
www.guardianjet.com

Guardian Jet

1997 Sikorsky S76C+

N162AE- S/N 760472

TOTAL TIME: *(Times as of 09/23/2010)*

TTAF: 6806.9 hrs
MAIN GEARBOX: 2993.9 hrs TSO
LANDINGS: 14751
ENGINES: (2) Turbomeca Arriel 2S1 Engines.

	#1	#2
Serial Number:	20040	20533TEC
NEW:	5595.8	2268.4
Module 1 Next Due	6290 Eng. Hrs.	3500 Eng. Hrs.
Module 2 Next Due	8073 Eng. Hrs.	3367 Eng. Hrs.
Module 3 Next Due	6343 Eng. Hrs.	3367 Eng. Hrs.
Module 4 Next Due	6290 Eng. Hrs.	4500 Eng. Hrs.
Module 5 Next Due	8614 Eng. Hrs.	3500 Eng. Hrs.
CYCLES:	N1: 7133 N2: 5687	N1: 8374 N2: 8081
HMU	6220 Eng. Hrs.	2308 Eng. Hrs.

NOTE: Power Train is covered by: PAP

AVIONICS: Honeywell Primus II (package)
EFIS: Honeywell EDZ 756
COMMUNICATIONS: (2) RCZ 850
NAVIGATION: (2) RNZ 850
FLIGHT CONTROL SYSTEM / AUTOPILOT: (2) Honeywell SPZ 7600
RADAR: Honeywell PRIMUS 700
TRANSPONDER: (2) RCZ 850
AUTOMATIC DIRECTION FINDER: RNZ 850
DISTANCE MEASURING EQUIPMENT: RNZ 850
RADAR ALTIMETER: Honeywell AA-300
GLOBAL POSITIONING SYSTEM: UNS 1D
FLIGHT MANAGEMENT SYSTEM: UNS 1D
TRAFFIC COLLISION AVOIDANCE SYSTEM: Bendix TCAS-1 CAS 66
TERRAIN AWARENESS AND WARNING SYSTEM: N/A
ELT: Artex ELT-110-406HM
STORMSCOPE: Honeywell LSZ-860
COCKPIT VOICE RECORDER: Universal CVR-30A
ADDITIONAL AVIONICS:
Dual 375 VA KGS static inverters
Passenger Briefer HUCAB-2
ICG ICS 100 Flight Phone with passenger handset and dialer and pilot's PTA-12 dialer
BF Goodrich ADI 335D Standby ADI
Dual Digital Clocks: Davtron 877
Keith 21,000 BTU A/C System C4
Standby Altimeter/Airspeed Indicator

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

OTHER ITEMS:

Floats
Cocoon Noise Reduction
Upper and Lower Anti-collision Light System
Forward Facing Recognition Light System
Pulse Light System
Pilot Controlled Search Light
Two Door Speakers
Left and Right Cabin Boarding Steps
Tail Rotor Pedal Lubrication Kit
Engine and Gearbox Fuzz Burner Kit

WEIGHTS:

MAX TAKEOFF WEIGHT: 11,700 Lbs.
EMPTY WEIGHT: 8,257 Lbs.

MAINTENANCE & INSPECTIONS:

LAST MAJOR INSPECTION	*LAST COMPLETED*		*NEXT DUE*
3 Year Rotor Inspection	6671	6/01/2009	6/01/2012
1500 Hour Inspection	5590	12/29/2006	7090

MAIN GEARBOX AND ROTOR

COMPONENT	NEXT DUE*
Main Gearbox	7063
MR Hub	18000
MR Blades	11750
Swashplate Assembly	19200
MR Horns	21700
MGB Upper Housing	11629
Spindle/Cuff Assembly	9802
Bearing Outer Race	7293
Elastomeric Bearings	19600
MGB Quill Shaft	12813
MR Shaft	8713
Swashplate Guide	21229

*(*Note: Next Due times based on Total Airframe Time except Engine Overhauls and HMUs which are based on Engine Times)*

TAIL GEARBOX AND ROTOR

COMPONENT	NEXT DUE*
Tail Gearbox	7294
TR Blades	20,000
TR Horns	12,000
Tail GB Output Shaft	7848
Outboard Retaining Plate	9,380

INTERMAEDIATE GEARBOX AND OTHER

COMPONENT	NEXT DUE*
Intermediate Gearbox	8959
Pitch AFCS Actuator	8063/7556
Roll AFCS Actuator	6848/7858
Yaw AFCS Actuator	7921/9362
Starter/Generator	7453/7556

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

INTERIOR DESCRIPTION: (Original Interior completed at Sikorsky, West Palm Beach, FL)

This aircraft features the Cocoon Kit Noise Reduction Interior. The passenger compartment is configured for 6 passengers with a 3 place forward facing divan and 3 place aft facing divan. The passenger cabin features two credenzas, one forward and one aft. The passenger seats are medium blue leather and the woodwork is light oak veneer. The side walls are ivory color ultra-suede and the carpet is dark blue.

EXTERIOR DESCRIPTION: (Painted at Keystone Helicopter in June 2004)

The paint is Jet-Glo Overall White (#570-535) with Blue (#00412) and Yellow (#00160) accent stripes.

HISTORY:

- One Fortune 100 owner since new

NOTES:

- Aircraft was completed December 12, 1997
- Power Train covered by Sikorsky PAP
- Equipped with Emergency Floatation System
- Maintenance Tracking by HeloTrac.

AVAILABLE: Immediately

ASKING PRICE: $2,900,000 (USD)

This aircraft is being brokered by Guardian Jet, LLC. Prospective purchasers are encouraged to conduct their own independent pre-purchase inspection as Guardian Jet, LLC makes no representations as to the airworthiness of the aircraft or the accuracy of the above information. Specifications subject to verification upon inspection. Aircraft subject to prior sale.

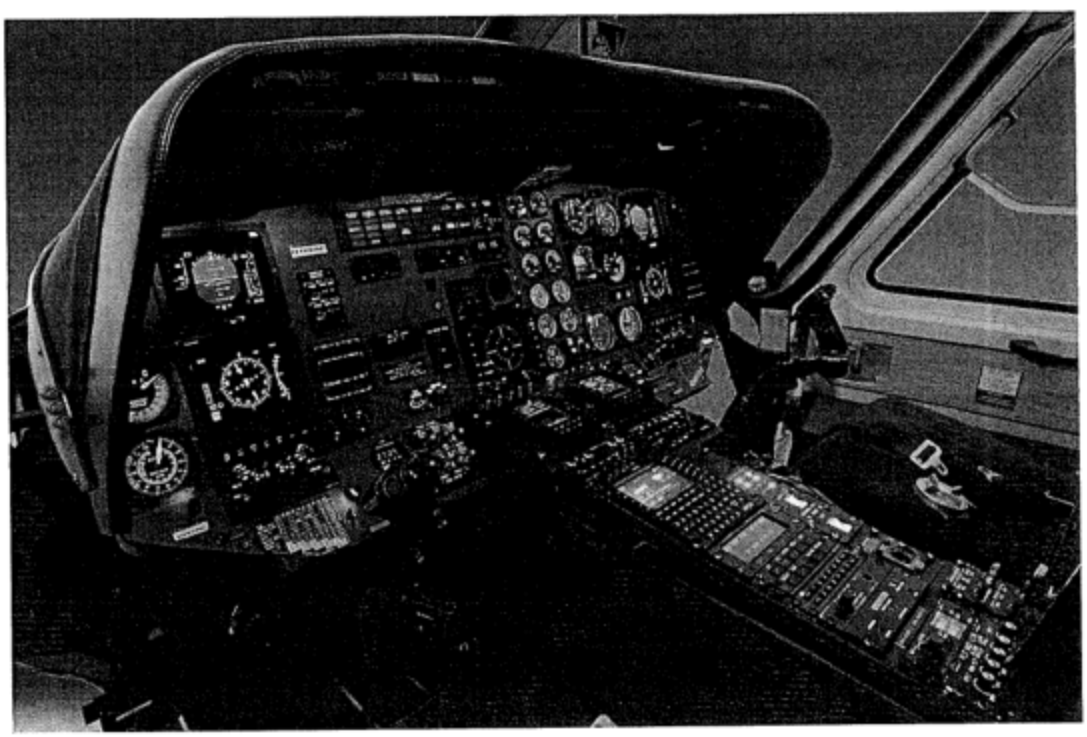
09/23/2010 SS

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

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

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

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



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

Aircraft Inquiries

- N-Number
- Serial Number
- Name
- Make / Model
- Engine Reference
- Dealer
- Document Index
- State and County
- Territory and Country
- Pending / Expired / Canceled Registration Reports
- N-number Availability

Request a Reserved N-Number:
- Online
- In Writing

Reserved N-Number Renewal
- Online

Request for Aircraft Records
- Online

Help
- Main Menu
- Aircraft Registration
- Aircraft Downloadable Database
- Definitions
- N-Number Format
- Registrations at Risk
- Contact Aircraft Registration

FAA REGISTRY
N-Number Inquiry Results

N722JE is Assigned

Data Updated each Federal Working Day at Midnight

Aircraft Description

Serial Number	760750	Type Registration	Corporation
Manufacturer Name	KEYSTONE HELICOPTER	Certificate Issue Date	02/27/2009
Model	S-76C	Expiration Date	12/31/2013
Type Aircraft	Rotorcraft	Status	Valid
Pending Number Change	None	Type Engine	Turbo-shaft
Date Change Authorized	None	Dealer	No
MFR Year	2008	Mode S Code	52325707
		Fractional Owner	NO

Registered Owner

Name	FREEDOM AIR INTERNATIONAL INC		
Street	103 FOULK RD STE 202		
City	WILMINGTON	State	DELAWARE
County	NEW CASTLE	Zip Code	19803-3742
Country	UNITED STATES		

Airworthiness

CONFIDENTIAL Subject to Protective Order IATS - 000083

SDNY_GM_02774188

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

EFTA_00260828

EFTA01339456

Aircraft Inquiries

N-Number
Serial Number
Name
Make / Model
Engine Reference
Dealer
Document Index
State and County
Territory and Country
Pending / Expired / Canceled Registration Reports
N-number Availability

Request a Reserved N-Number:
- Online
- In Writing

Reserved N-Number Renewal
- Online

Request for Aircraft Records
- Online

Help
Main Menu
Aircraft Registration
Aircraft Downloadable Database
Definitions
N-Number Format
Registrations at Risk

FAA REGISTRY
N-Number Inquiry Results

N162AE is Assigned

Data Updated each Federal Working Day at Midnight

Aircraft Description

Serial Number	760472	Type Registration	Corporation
Manufacturer Name	SIKORSKY	Certificate Issue Date	12/22/2009
Model	S-76C	Expiration Date	06/30/2013
Type Aircraft	Rotorcraft	Status	Valid
Pending Number Change	None	Type Engine	Turbo-shaft
Date Change Authorized	None	Dealer	No
MFR Year	1997	Mode S Code	50174441
		Fractional Owner	NO

Registered Owner

Name	ASI WINGS LLC		
Street	151 FARMINGTON AVE		
City	HARTFORD	State	CONNECTICUT
County	HARTFORD	Zip Code	06156-0001
Country	UNITED STATES		

Airworthiness

CONFIDENTIAL Subject to Protective Order IATS - 000084

SDNY_GM_02774189

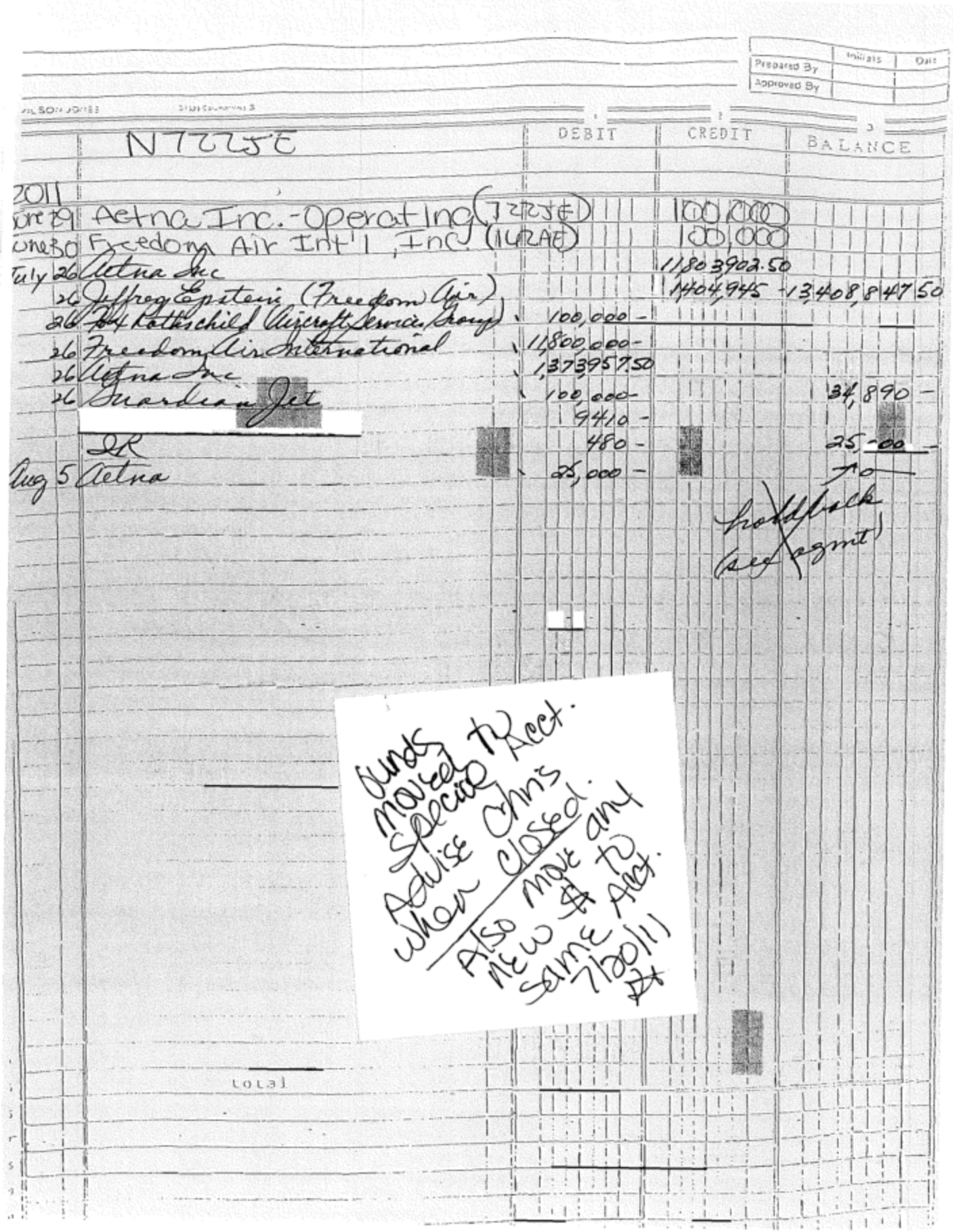
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00260829

EFTA01339457

Wires
In/Out

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



N722SE

	DEBIT	CREDIT	BALANCE
2011			
Oct 29 Aetna Inc.-Operating (TRANSFER)		100,000	
Dec 30 Freedom Air Int'l, Inc. (LOAN)		100,000	
July 26 Aetna Inc		11,803,902.50	
26 Jeffrey Epstein (Freedom Air)		1,404,945	13,408,847.50
26 JP Rothschild Aircraft Leasing Group	100,000 -		
26 Freedom Air International	11,800,000 -		
26 Aetna Inc	1,373,957.50		
26 Guardian Jet	100,000 -		34,890 -
	9410 -		
DR	480 -		25.00 -
Aug 5 Aetna	25,000 -		10 -

Total

Funds moved to Rect. Special Advise Chris when closed. Also move any new $ to same Acct. 7/30/11 DK

Frankfurt (see segmt)

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

IBC
International Bank of Commerce

TEMPLATE NO.

8-9:00 51
CONTROL # (FOR WIRE DEPT USE ONLY)

AUTHORIZATION TO TRANSFER FUNDS FORM
DOMESTIC WIRE (WITHIN THE US)

Revised MAR 2011

IBC CUSTOMER (ORIGINATOR) INFORMATION			
DATE	8-5-11	IBC BRANCH	
WRITTEN AMOUNT	Twenty-Five Thousand and no/100 Dollars		
AMOUNT	$25,000.00	FEE	
DEBIT ACCOUNT NUMBER	[redacted]	OR CHECK #	
ORIGINATOR NAME	INSURED AIRCRAFT TITLE SERVICE, INC.		
ORIGINATOR ADDRESS	4848 SW 36TH STREET		
CITY/STATE/ZIP	OKLAHOMA CITY, OK 73179		
TEL. NO	[redacted]		
BENEFICIARY (RECEIVER) BANK INFORMATION			
RECEIVER BANK	Bank of America		
ABA/ROUTING #	[redacted]	BRANCH	
CITY & STATE			
BENEFICIARY INFORMATION			
BENEFICIARY	Aetna Inc. Operating		
BENEFICIARY ACCOUNT NUMBER	[redacted]		
BENEFICIARY ADDRESS			
CITY		STATE	
ZIP CODE		COUNTRY	
FURTHER CREDIT BENEFICIARY			
FURTHER CREDIT BNF ACCOUNT #			
FURTHER CREDIT BNF ADDRESS			
CITY		STATE	
ZIP CODE		COUNTRY	
OBI REFERENCE (OTHER BENEFICIARY INFO)	N162AE, s/n 760472		
NOTIFY			

In consideration of these premises, the undersigned hereby agrees that the Bank shall not be liable in any manner whatsoever for any miscarriage, mistake, delay, misfeasance, on the part of any agent, agency, or method of transmittal selected by the Bank, and further releases the Bank from any and all liability for any loss or damage caused or occasioned by any act or thing beyond the immediate direct control of the Bank. The undersigned hereby acknowledges receipt of a copy of this authorization and certifies to the correctness of all items herein contained. The payment to cover the transaction will be debited from the signor's account, unless a check is issued for payment.

CUSTOMER SIGNATURE		
PREPARED BY (PLEASE PRINT)	Judy Hunteman	Joan F. Roberts
EXTENSION		[redacted]
VERIFIED SIGNATURE CARD		*If applicable, attach copy of Drivers License or Passport*
CURRENT BALANCE		CURRENT AVAILABLE
OFFICER SIGNATURE		NOTES

CALL BACK PROCEDURES - MUST BE FOLLOWED FOR NON-ESTABLISHED CUSTOMERS			
CUSTOMER WHO CALLED:		CALL BACK NUMBER:	
WHO RECEIVED CALL:		CALL BACK BY:	
TIME RECEIVED CALL:		TIME OF CALL BACK:	

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

IBC
International Bank of Commerce

TEMPLATE NO.

B-1145 971
CONTROL # (FOR WIRE DEPT USE ONLY)

AUTHORIZATION TO TRANSFER FUNDS FORM
DOMESTIC WIRE (WITHIN THE US)

Revised MAR 2011

IBC CUSTOMER (ORIGINATOR) INFORMATION			
DATE	7/26/2011	IBC BRANCH	
WRITTEN AMOUNT	One Million Three Hundred Seventy-Three Thousand Nine Hundred Fifty-Seven and 50/100 Dollars		
AMOUNT	$1,373,957.50	FEE	
DEBIT ACCOUNT NUMBER	[redacted]	OR CHECK #	
ORIGINATOR NAME	INSURED AIRCRAFT TITLE SERVICE, INC.		
ORIGINATOR ADDRESS	4848 SW 36TH STREET		
CITY/STATE/ZIP	OKLAHOMA CITY, OK 73179		
TEL. NO	[redacted]		
BENEFICIARY (RECEIVER) BANK INFORMATION			
RECEIVER BANK	Bank of America		
ABA/ROUTING #	[redacted]	BRANCH	
CITY & STATE			
BENEFICIARY INFORMATION			
BENEFICIARY	Aetna Inc. Operating		
BENEFICIARY ACCOUNT NUMBER	[redacted]		
BENEFICIARY ADDRESS			
CITY		STATE	
ZIP CODE		COUNTRY	
FURTHER CREDIT BENEFICIARY			
FURTHER CREDIT BNF ACCOUNT #			
FURTHER CREDIT BNF ADDRESS			
CITY		STATE	
ZIP CODE		COUNTRY	
OBI REFERENCE (OTHER BENEFICIARY INFO)	N162AE, s/n 760472		
NOTIFY			

In consideration of these premises, the undersigned hereby agrees that the Bank shall not be liable in any manner whatsoever for any miscarriage, mistake, delay, misfeasance, on the part of any agent, agency, or method of transmittal selected by the Bank, and further releases the Bank from any and all liability for any loss or damage caused or occasioned by any act or thing beyond the immediate direct control of the Bank. The undersigned hereby acknowledges receipt of a copy of this authorization and certifies to the correctness of all items herein contained. The payment to cover the transaction will be debited from the signor's account, unless a check is issued for payment.

CUSTOMER SIGNATURE			
PREPARED BY (PLEASE PRINT)	Judy Hunteman	Joan F. Roberts	
EXTENSION			
VERIFIED SIGNATURE CARD		*If applicable, attach copy of Drivers License or Passport*	
CURRENT BALANCE		CURRENT AVAILABLE	
OFFICER SIGNATURE		NOTES	

CALL BACK PROCEDURES - MUST BE FOLLOWED FOR NON-ESTABLISHED CUSTOMERS			
CUSTOMER WHO CALLED:		CALL BACK NUMBER:	
WHO RECEIVED CALL:		CALL BACK BY:	
TIME RECEIVED CALL:		TIME OF CALL BACK:	

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

IBC
International Bank of Commerce

TEMPLATE NO.

B-2:10
CONTROL # (FOR WIRE DEPT USE ONLY)

AUTHORIZATION TO TRANSFER FUNDS FORM
DOMESTIC WIRE (WITHIN THE US)

Revised MAR 2011

IBC CUSTOMER (ORIGINATOR) INFORMATION			
DATE	7/26/2011	IBC BRANCH	
WRITTEN AMOUNT	One Hundred Thousand and no/100 Dollars		
AMOUNT	$100,000.00	FEE	
DEBIT ACCOUNT NUMBER	[redacted]	OR CHECK #	
ORIGINATOR NAME	INSURED AIRCRAFT TITLE SERVICE, INC.		
ORIGINATOR ADDRESS	4848 SW 36TH STREET		
CITY/STATE/ZIP	OKLAHOMA CITY, OK 73179		
TEL. NO	[redacted]		
BENEFICIARY (RECEIVER) BANK INFORMATION			
RECEIVER BANK	Valley national Bank		
ABA/ROUTING #	[redacted]	BRANCH	Fairfield, NJ
CITY & STATE			
BENEFICIARY INFORMATION			
BENEFICIARY	Fox Rothschild LLP - Attorney Trust Account		
BENEFICIARY ACCOUNT NUMBER	[redacted]		
BENEFICIARY ADDRESS			
CITY		STATE	
ZIP CODE		COUNTRY	
FURTHER CREDIT BENEFICIARY	Aircraft Services Group Inc. 017651/Loan Restructuring 00008		
FURTHER CREDIT BNF ACCOUNT #			
FURTHER CREDIT BNF ADDRESS			
CITY		STATE	
ZIP CODE		COUNTRY	
OBI REFERENCE (OTHER BENEFICIARY INFO)	N722JE		
NOTIFY			

In consideration of these premises, the undersigned hereby agrees that the Bank shall not be liable in any manner whatsoever for any miscarriage, mistake, delay, misfeasance, on the part of any agent, agency, or method of transmittal selected by the Bank, and further releases the Bank from any and all liability for any loss or damage caused or occasioned by any act or thing beyond the [illegible] direct control of the Bank. The undersigned hereby acknowledges receipt of a copy of this authorization and certifies to the correctness of all items herein contained. The payment to cover the transaction will be debited from the signor's account, unless a check is issued for same.

CUSTOMER SIGNATURE			
PREPARED BY (PLEASE PRINT)	Judy Hunteman	Joan F. Roberts	
EXTENSION			
VERIFIED SIGNATURE CARD		*If applicable, attach copy of Drivers License or Passport*	
CURRENT BALANCE		CURRENT AVAILABLE	
OFFICER SIGNATURE		NOTES	
CALL BACK PROCEDURES - MUST BE FOLLOWED FOR NON-ESTABLISHED CUSTOMERS			
CUSTOMER WHO CALLED:		CALL BACK NUMBER:	
WHO RECEIVED CALL:		CALL BACK BY:	
TIME RECEIVED CALL:		TIME OF CALL BACK:	

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

IBC
International Bank of Commerce

TEMPLATE NO.

B-11:37
CONTROL # (FOR WIRE DEPT USE ONLY)

AUTHORIZATION TO TRANSFER FUNDS FORM
DOMESTIC WIRE (WITHIN THE US)

Revised MAR 2011

IBC CUSTOMER (ORIGINATOR) INFORMATION			
DATE	7/26/2011	IBC BRANCH	
WRITTEN AMOUNT	Eleven Million Eight Hundred Thousand and no/100 Dollars		
AMOUNT	$11,800,000.00	FEE	
DEBIT ACCOUNT NUMBER	[redacted]	OR CHECK #	
ORIGINATOR NAME	INSURED AIRCRAFT TITLE SERVICE, INC.		
ORIGINATOR ADDRESS	4848 SW 36TH STREET		
CITY/STATE/ZIP	OKLAHOMA CITY, OK 73179		
TEL. NO	[redacted]		
BENEFICIARY (RECEIVER) BANK INFORMATION			
RECEIVER BANK	JP Morgan Chase		
ABA/ROUTING #	[redacted]	BRANCH	
CITY & STATE			
BENEFICIARY INFORMATION			
BENEFICIARY	Freedom Air International, Inc.		
BENEFICIARY ACCOUNT NUMBER	[redacted]		
BENEFICIARY ADDRESS			
CITY		STATE	
ZIP CODE		COUNTRY	Panama
FURTHER CREDIT BENEFICIARY			
FURTHER CREDIT BNF ACCOUNT #			
FURTHER CREDIT BNF ADDRESS			
CITY		STATE	
ZIP CODE		COUNTRY	
OBI REFERENCE (OTHER BENEFICIARY INFO)	N722JE, 760750		
NOTIFY			

In consideration of these premises, the undersigned hereby agrees that the Bank shall not be liable in any manner whatsoever for any miscarriage, mistake, delay, misfeasance, on the part of any agent, agency, or method of transmittal selected by the Bank, and further releases the Bank from any and all liability for any loss or damage caused or occasioned by any act or thing beyond the immediate direct control of the Bank. The undersigned hereby acknowledges receipt of a copy of this authorization and certifies to the correctness of all items herein contained. The payment to cover the transaction will be debited from the signor's account, unless a check is issued for payment.

CUSTOMER SIGNATURE			
PREPARED BY (PLEASE PRINT)	Judy Hunteman	Joan F. Roberts	
EXTENSION			
VERIFIED SIGNATURE CARD		*If applicable, attach copy of Drivers License or Passport*	
CURRENT BALANCE		CURRENT AVAILABLE	
OFFICER SIGNATURE		NOTES	

CALL BACK PROCEDURES - MUST BE FOLLOWED FOR NON-ESTABLISHED CUSTOMERS			
CUSTOMER WHO CALLED:		CALL BACK NUMBER:	
WHO RECEIVED CALL:		CALL BACK BY:	
TIME RECEIVED CALL:		TIME OF CALL BACK:	

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

IBC
International Bank of Commerce

TEMPLATE NO.

B-1145 781
CONTROL # (FOR WIRE DEPT USE ONLY)

AUTHORIZATION TO TRANSFER FUNDS FORM
DOMESTIC WIRE (WITHIN THE US)

Revised MAR 2011

IBC CUSTOMER (ORIGINATOR) INFORMATION			
DATE	7/26/2011	IBC BRANCH	
WRITTEN AMOUNT			
AMOUNT	$100,000.00	FEE	
DEBIT ACCOUNT NUMBER	[redacted]	OR CHECK #	
ORIGINATOR NAME	INSURED AIRCRAFT TITLE SERVICE, INC.		
ORIGINATOR ADDRESS	4848 SW 36TH STREET		
CITY/STATE/ZIP	OKLAHOMA CITY, OK 73179		
TEL. NO	[redacted]		
BENEFICIARY (RECEIVER) BANK INFORMATION			
RECEIVER BANK			
ABA/ROUTING #	[redacted]	BRANCH	
CITY & STATE			
BENEFICIARY INFORMATION			
BENEFICIARY			
BENEFICIARY ACCOUNT NUMBER	[redacted]		
BENEFICIARY ADDRESS	741 BOSTON POST ROAD		
CITY	GUILFORD	STATE	CT
ZIP CODE		COUNTRY	
FURTHER CREDIT BENEFICIARY			
FURTHER CREDIT BNF ACCOUNT #			
FURTHER CREDIT BNF ADDRESS			
CITY		STATE	
ZIP CODE		COUNTRY	
OBI REFERENCE (OTHER BENEFICIARY INFO)	N162AE, s/n 760472		
NOTIFY			

In consideration of these premises, the undersigned hereby agrees that the Bank shall not be liable in any manner whatsoever for any miscarriage, mistake, delay, misfeasance, on the part of any agent, agency, or method of transmittal selected by the Bank, and further releases the Bank from any and all liability for any loss or damage caused or occasioned by any act or thing beyond the immediate direct control of the Bank. The undersigned hereby acknowledges receipt of a copy of this authorization and certifies to the correctness of all items herein contained. The payment to cover the transaction will be debited from the signor's account, unless a check is issued for payment.

CUSTOMER SIGNATURE			
PREPARED BY (PLEASE PRINT)			
EXTENSION			
VERIFIED SIGNATURE CARD		*If applicable, attach py rivers License or Passport*	
CURRENT BALANCE		CURRENT AVAILABLE	
OFFICER SIGNATURE		NOTES	

CALL BACK PROCEDURES - MUST BE FOLLOWED FOR NON-ESTABLISHED CUSTOMERS			
CUSTOMER WHO CALLED:		CALL BACK NUMBER:	
WHO RECEIVED CALL:		CALL BACK BY:	
TIME RECEIVED CALL:		TIME OF CALL BACK:	

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

3:38

International Bank of Commerce

Wire Transfer Advice

Beneficiary: INSURED AIRCRAFT T ITLE SERVICE
Amount: 31,404,945.00

N162AE

N722JE

Sender Information

Name	JPMORGAN CHASE
ABA #	[redacted]
Reference #	
By Order Of	JPMCLEARING CORP
Received from	JEFFREY EPSTEIN
OMAD Ref #	20110725K4QLE01C00079307251614FT03

Additional Funds Transfer Information

Beneficiary	INSURED AIRCRAFT T ITLE SERVICE
Beneficiary ID	[redacted]
Beneficiary Bank	
Originator Info	JEFFREY EPSTEIN
Originator Bank	JPMCLEARING CORP METROTECH CENTER BROOKLYN NY
Originator Bank Info	SERIAL NUMBER N162AE AND N722JE
Bank to Bank Info	
Reference for Beneficiary	[redacted]
IMAD Ref #	

This funds transfer was received for the amount of 1,404,945.00.
The funds have been credited to account #[redacted]

Thank you for doing business with IBC !

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

From: FaxWire32 To: 9,1,4056845070,8 Tuesday, July 26, 09:27:21 2011

International Bank of Commerce

Wire Transfer Advice

9:33 AM

Beneficiary: INSURED AIRCRAFT TITLE SERVICE
Amount: $11,803,902.50

N162AE

Sender Information

Name	CITIBANK N.A.
ABA #	[redacted]
Reference #	
By Order Of	
Received from	AETNA INC.-OPERATING
OMAD Ref #	20110726K4QLE01C00005207260745FT03

Additional Funds Transfer Information

Beneficiary	INSURED AIRCRAFT TITLE SERVICE
Beneficiary ID	[redacted]
Beneficiary Bank	
Originator Info	AETNA INC.-OPERATING
Originator Bank	
Originator Bank Info	RE KEYSTONE S-76C PER DENISE COTEINVOICE NUMBER COTED7/26/11
Bank to Bank Info	
Reference for Beneficiary	
IMAD Ref #	20110726B1Q8021C008274

This funds transfer was received for the amount of 11,803,902.50.
The funds have been credited to account # [redacted]

Thank you for doing business with IBC !

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

Chris, Can you do this. we have $100,000 now - purchase price - $1,500,000 - Kem

Supp. we have done this before

1.1 Establishment of Special Escrow Account. The Deposit has been wire transferred to the general escrow account of Escrow Agent maintained at International Bank of Commerce, 3817 N.W. Expressway, Suite 100, Oklahoma City, Oklahoma 73112. Upon the execution of this Agreement, the Escrow Agent shall promptly cause the Deposit to be transferred to, and maintained in, a special escrow account at said Bank created and maintained solely and exclusively for the purpose of this transaction (the "Special Escrow Account"); and Escrow Agent shall thereupon provide Seller and Purchaser with the number of the Special Escrow Account and any other information pertinent thereto. The Deposit shall be held in escrow by Escrow Agent in the Special Escrow Account, and shall be refundable to Purchaser unless the same becomes nonrefundable in accordance with the express provisions of this Agreement. The Escrow Agent shall not place or hold any funds in the Special Escrow Account except for the funds received in connection with this transaction (namely, the Deposit and the Purchase Price Balance).

2. Condition of the Aircraft.

(a) At the time of Seller's delivery of the Aircraft at the Closing, the Aircraft shall be in the following condition (the "Delivery Condition"):

(i) The Aircraft shall be in an airworthy condition, with a current and valid U.S. Certificate of Airworthiness, and with all systems, components, installed equipment, and engines in operating condition and functioning in accordance with manufacturer's specifications.

(ii) The Aircraft shall be current on the manufacturer's recommended maintenance program with all hourly and calendar inspections current through the date of delivery.

(iii) The Aircraft shall be in compliance with all applicable FAA Airworthiness Directives and Manufacturer's Mandatory Service Bulletins.

(iv) The Aircraft shall be free of damage history and corrosion except as otherwise disclosed on Exhibit B attached hereto.

(v) Title to the Aircraft shall be free and clear of all liens, claims and encumbrances at the time title is transferred at the Closing with Seller able to convey good and marketable title to the Aircraft.

(vi) The Aircraft shall have current, complete and continuous logbooks from the date of manufacture to the Closing Date, and with all manuals, data, technical records, task cards and information back-to-manufacturer on all life limited parts of the Aircraft.

(vii) The Aircraft shall conform to the specifications set forth on Exhibit A attached hereto.

(viii) The Aircraft shall be registered on the United States Civil Aviation

A/C 1603473416

CONFIDENTIAL Subject to Protective Order IATS - 000094

SDNY_GM_02774199

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

EFTA_00260839

EFTA01339467

From: FaxWire32 To: 9,1,4056845070,8 Thursday, June 30, 08:44:57 2011

8:50

International Bank of Commerce

Wire Transfer Advice

Beneficiary: INSURED AIRCRAFT TITLE SERVICE
Amount: $100,000.00

N162AE

Sender Information

Name	JPMORGAN CHASE
ABA #	[redacted]
Reference #	
By Order Of	
Received from	FREEDOM AIR INTERNATIONAL, INC.
OMAD Ref #	20110629K4QLE01C00102606291734FT03

Additional Funds Transfer Information

Beneficiary	INSURED AIRCRAFT TITLE SERVICE
Beneficiary ID	[redacted]
Beneficiary Bank	
Originator Info	FREEDOM AIR INTERNATIONAL, INC.
Originator Bank	
Originator Bank Info	SERIAL NO 760472 REGISTERED N162AE
Bank to Bank Info	
Reference for Beneficiary	OS1 OF 11/06/29
IMAD Ref #	20110629B1QGC08C009104

This funds transfer was received for the amount of 100,000.00.
The funds have been credited to account # [redacted]

Thank you for doing business with IBC !

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

International Bank of Commerce 12:31

Wire Transfer Advice

Beneficiary: INSURED AIRCRAFT TITLE SERVICE
Amount: $100,000.00

Sender Information

Name	CITIBANK N.A.
ABA #	[redacted]
Reference #	
By Order Of	
Received from	AETNA INC.-OPERATING
OMAD Ref #	20110629K4QLE01C00043606291312FT03

Additional Funds Transfer Information

Beneficiary	INSURED AIRCRAFT TITLE SERVICE
Beneficiary ID	[redacted]
Beneficiary Bank	
Originator Info	AETNA INC.-OPERATING
Originator Bank	
Originator Bank Info	KEYSTONE S-76C PER DENISE COTE
Bank to Bank Info	
Reference for Beneficiary	
IMAD Ref #	20110629B1Q8021C017728

This funds transfer was received for the amount of 100,000.00.
The funds have been credited to account # [redacted]

Thank you for doing business with IBC !

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

Insured Aircraft Title Service, Inc.

4848 S.W. 36th Street, Oklahoma City, OK 73179
P.O. Box 19527, Oklahoma City, OK 73144
1-800-654-4882, 405-681-6663
General Fax: 405-681-9299

jroberts@insuredaircraft.com
Direct Fax: 405-682-0818

DEPOSIT CONFIRMATION

DATE: July 21, 2011

FROM: Katie Miller Asst. to Joan Roberts, Vice President

TO: Jap Blankenship

RE: N162AE Sikorsky S-76C, S/N 760472

NUMBER OF PAGES: -1- (INCLUDING TRANSMITTAL SHEET).

THIS WILL CONFIRM THAT INSURED AIRCRAFT TITLE SERVICE, INC. RECEIVED A DEPOSIT IN THE AMOUNT OF $100,000.00 (HELD IN A SPECIAL ESCROW ACCOUNT #1603473416) TOWARDS THE PURCHASE OF THE ABOVE REFERENCED AIRCRAFT. THIS DEPOSIT WILL BE HELD IN ESCROW PENDING FURTHER INSTRUCTIONS FROM THE DEPOSITOR OR A FULLY EXECUTED PURCHASE AGREEMENT OUTLINING THE TERMS AND CONDITIONS OF THE FUNDS HELD.

IT IS OUR GOAL TO MAINTAIN CONFIDENTIALITY OF THE TRANSACTIONS. FOR THIS PURPOSE, WE DO NOT DISCLOSE THE SOURCE OF DEPOSITS OR THE IDENTITY OF ENTITIES RECEIVING DISBURSEMENTS UNLESS THE CONFIDENTIALITY IS SPECIFICALLY WAIVED IN WRITING BY AGREEMENT OF THE PARTIES.

PLEASE FEEL FREE TO CONTACT OUR OFFICE IF YOU HAVE ANY QUESTIONS AT 405-681-6663.

CONFIDENTIAL Subject to Protective Order IATS - 000097

SDNY_GM_02774202

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

EFTA_00260842

EFTA01339470

Insured Aircraft Title Service, Inc.

4848 S.W. 36th Street, Oklahoma City, OK 73179
P.O. Box 19527, Oklahoma City, OK 73144
1-800-654-4882, 405-681-6663
General Fax: 405-681-9299

jroberts@insuredaircraft.com
Direct Fax: 405-682-0818

DEPOSIT CONFIRMATION

DATE: July 21, 2011

FROM: Katie Miller Asst. to Joan Roberts, Vice President

TO: Jap Blankenship

RE: N722JE Keystone Helicopter S-76C, S/N 760750

NUMBER OF PAGES: -1- (INCLUDING TRANSMITTAL SHEET).

THIS WILL CONFIRM THAT INSURED AIRCRAFT TITLE SERVICE, INC. RECEIVED A DEPOSIT IN THE AMOUNT OF $100,000.00 (HELD IN A SPECIAL ESCROW ACCOUNT #1603473416) TOWARDS THE PURCHASE OF THE ABOVE REFERENCED AIRCRAFT. THIS DEPOSIT WILL BE HELD IN ESCROW PENDING FURTHER INSTRUCTIONS FROM THE DEPOSITOR OR A FULLY EXECUTED PURCHASE AGREEMENT OUTLINING THE TERMS AND CONDITIONS OF THE FUNDS HELD.

IT IS OUR GOAL TO MAINTAIN CONFIDENTIALITY OF THE TRANSACTIONS. FOR THIS PURPOSE, WE DO NOT DISCLOSE THE SOURCE OF DEPOSITS OR THE IDENTITY OF ENTITIES RECEIVING DISBURSEMENTS UNLESS THE CONFIDENTIALITY IS SPECIFICALLY WAIVED IN WRITING BY AGREEMENT OF THE PARTIES.

PLEASE FEEL FREE TO CONTACT OUR OFFICE IF YOU HAVE ANY QUESTIONS AT 405-681-6663.

CONFIDENTIAL Subject to Protective Order IATS - 000098

SDNY_GM_02774203

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

EFTA_00260843

EFTA01339471

Subject: deposit confirmation-N722JE N162AE
From: Katie Miller [redacted]
Date: Thu, 21 Jul 2011 08:14:40 -0500
To: [redacted], [redacted]

Hello,

The attached letter will confirm funds into escrow on the above referenced aircraft.

Please let me know if our office can be of further assistance or if you have any questions.

Best Regards,
Katie Miller
for Joan F. Roberts, Vice President
Insured Aircraft Title Service
4848 SW 36
Oklahoma City, OK 73179

[redacted]

N722JE-dep conf.pdf	**Content-Type:** application/pdf **Content-Encoding:** base64

N162AE-dep conf.pdf

N162AE-dep conf.pdf	**Content-Type:** application/pdf **Content-Encoding:** base64

CONFIDENTIAL Subject to Protective Order IATS - 000099
SDNY_GM_02774204
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260844
EFTA01339472

Insured Aircraft Title Service, Inc.

4848 S.W. 36th Street, Oklahoma City, OK 73179
P.O. Box 19527, Oklahoma City, OK 73144
1-800-654-4882, 405-681-6663
General Fax: 405-681-9299

jroberts@insuredaircraft.com
Direct Fax: 405-682-0818

DEPOSIT CONFIRMATION

DATE: June 30, 2011

FROM: Katie Miller Asst. to Joan Roberts, Vice President

TO: George Reenstra

RE: N162AE Sikorsky S-76C, S/N 760472

NUMBER OF PAGES: -1- (INCLUDING TRANSMITTAL SHEET).

THIS WILL CONFIRM THAT INSURED AIRCRAFT TITLE SERVICE, INC. RECEIVED A DEPOSIT IN THE AMOUNT OF $100,000.00 TOWARDS THE PURCHASE OF THE ABOVE REFERENCED AIRCRAFT. THIS DEPOSIT WILL BE HELD IN ESCROW PENDING FURTHER INSTRUCTIONS FROM THE DEPOSITOR OR A FULLY EXECUTED PURCHASE AGREEMENT OUTLINING THE TERMS AND CONDITIONS OF THE FUNDS HELD.

IT IS OUR GOAL TO MAINTAIN CONFIDENTIALITY OF THE TRANSACTIONS. FOR THIS PURPOSE, WE DO NOT DISCLOSE THE SOURCE OF DEPOSITS OR THE IDENTITY OF ENTITIES RECEIVING DISBURSEMENTS UNLESS THE CONFIDENTIALITY IS SPECIFICALLY WAIVED IN WRITING BY AGREEMENT OF THE PARTIES.

PLEASE FEEL FREE TO CONTACT OUR OFFICE IF YOU HAVE ANY QUESTIONS AT 405-681-6663.

CONFIDENTIAL Subject to Protective Order IATS - 000100

SDNY_GM_02774205

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

EFTA_00260845

EFTA01339473

Subject: deposit confirmation-N162AE
From: Katie Miller <kmiller@insuredaircraft.com>
Date: Thu, 30 Jun 2011 09:14:27 -0500
To: [redacted] Ted Osgood [redacted]>

Hello,

The attached letter will confirm funds into escrow on the above referenced aircraft.

Please let me know if our office can be of further assistance or if you have any questions.

Best Regards,
Katie Miller
for Joan F. Roberts, Vice President
Insured Aircraft Title Service
4848 SW 36
Oklahoma City, OK 73179

[redacted]

N162AE-dep conf.pdf	**Content-Type:** application/pdf **Content-Encoding:** base64

CONFIDENTIAL Subject to Protective Order IATS - 000101
SDNY_GM_02774206
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260846
EFTA01339474

Insured Aircraft Title Service, Inc.

4848 S.W. 36th Street, Oklahoma City, OK 73179
P.O. Box 19527, Oklahoma City, OK 73144
1-800-654-4882, 405-681-6663
General Fax: 405-681-9299

jroberts@insuredaircraft.com
Direct Fax: 405-682-0818

DEPOSIT CONFIRMATION

DATE: June 29, 2011

FROM: Katie Miller Asst. to Joan Roberts, Vice President

TO: George Reenstra

RE: N722JE Keystone Helicopter S-76C, S/N 760750

NUMBER OF PAGES: -1- (INCLUDING TRANSMITTAL SHEET).

THIS WILL CONFIRM THAT INSURED AIRCRAFT TITLE SERVICE, INC. RECEIVED A DEPOSIT IN THE AMOUNT OF $100,000.00 FROM AETNA INC. TOWARDS THE PURCHASE OF THE ABOVE REFERENCED AIRCRAFT. THIS DEPOSIT WILL BE HELD IN ESCROW PENDING FURTHER INSTRUCTIONS FROM THE DEPOSITOR OR A FULLY EXECUTED PURCHASE AGREEMENT OUTLINING THE TERMS AND CONDITIONS OF THE FUNDS HELD.

IT IS OUR GOAL TO MAINTAIN CONFIDENTIALITY OF THE TRANSACTIONS. FOR THIS PURPOSE, WE DO NOT DISCLOSE THE SOURCE OF DEPOSITS OR THE IDENTITY OF ENTITIES RECEIVING DISBURSEMENTS UNLESS THE CONFIDENTIALITY IS SPECIFICALLY WAIVED IN WRITING BY AGREEMENT OF THE PARTIES.

PLEASE FEEL FREE TO CONTACT OUR OFFICE IF YOU HAVE ANY QUESTIONS AT 405-681-6663.

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

Subject: deposit confirmation-N722JE
From: Katie Miller <[redacted]
Date: Wed, 29 Jun 2011 13:13:36 -0500
To: [redacted], Ted Osgood [redacted]

Hello,

The attached letter will confirm funds into escrow on the above referenced aircraft.

Please let me know if our office can be of further assistance or if you have any questions.

Best Regards,
Katie Miller
for Joan F. Roberts, Vice President
Insured Aircraft Title Service
4848 SW 36
Oklahoma City, OK 73179

[redacted]

N722JE-dep conf.pdf	**Content-Type:** application/pdf **Content-Encoding:** base64

CONFIDENTIAL Subject to Protective Order IATS - 000103
SDNY_GM_02774208
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260848
EFTA01339476

FAA/IR
Searches

SDNY_GM_02774209

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

EFTA_00260849

EFTA01339477

N722JE Post IR

Priority Search Certificate

Issued by

International Registry for International Interests In Mobile Equipment (Aircraft Equipment)

This certificate was created on 26 Jul 2011 at 18:19:12 GMT

Certificate Number: 15305284

Requested by: Judy Hunteman of Insured Aircraft Title Service, Inc.

Beneficiary of Priority Search Certificate: IATS - N722JE

Search Criteria

Manufacturer: SIKORSKY

Model designation: S-76

Manufacturer's serial number: 760750

Search Results

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

Date/time	Details of Interest	
	Registration	
26JUL2011	Type:	Contract of Sale
18:01:37 GMT	File number:	732496
	Fractional or Partial Interest:	100.000000%
	Seller:	
	Freedom Air International, Inc.*	Contact details: jr1_docs@insuredaircraft.com
	Buyer:	
	ASI Wings, LLC	Contact details: SullivanifkovicCA@aetna.com

End of List

This document has been digitally signed by the Registrar and the signature has been filed.

CONFIDENTIAL Subject to Protective Order IATS - 000105

SDNY_GM_02774210

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

EFTA_00260850

EFTA01339478

*The International Registry was notified that this entity had a change of name within the meaning set out in the Regulations and Procedures for the International Registry.

Name Change History

Entity Id:	293884
Old Name:	Air Ghislaine, Inc.
New Name:	Freedom Air International, Inc.
Date Changed on International Registry:	25-Jul-2011

This document has been digitally signed by the Registrar and the signature has been filed.

CONFIDENTIAL Subject to Protective Order IATS - 000106

SDNY_GM_02774211

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

EFTA_00260851

EFTA01339479

Priority Search Certificate

Issued by

The International Registry for International Interests In Mobile Equipment (Aircraft Equipment)

This certificate was created on 26 Jul 2011 at 18:21:42 GMT

Certificate Number: 15305446

Requested by:	Judy Hunteman of Insured Aircraft Title Service, Inc.
Beneficiary of Priority Search Certificate:	IATS - N722JE

Search Criteria

Manufacturer:	TURBOMECA
Model designation:	ARRIEL 2S2
Manufacturer's serial number:	42286

Search Results

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

Date/time	Details of Interest	
	Registration	
26JUL2011	Type:	Contract of Sale
18:11:56 GMT	File number:	732512
	Fractional or Partial Interest:	100.000000%
	Seller:	
	Freedom Air International, Inc.*	Contact details: jrl_docs@insuredaircraft.com
	Buyer:	
	ASI Wings, LLC	Contact details: SullivanifkovicCA@aetna.com

End of List

This document has been digitally signed by the Registrar and the signature has been filed.

CONFIDENTIAL Subject to Protective Order IATS - 000107

SDNY_GM_02774212

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

EFTA_00260852

EFTA01339480

*The International Registry was notified that this entity had a change of name within the meaning set out in the Regulations and Procedures for the International Registry.

Name Change History

Entity Id:	293884
Old Name:	Air Ghislaine, Inc.
New Name:	Freedom Air International, Inc.
Date Changed on International Registry:	25-Jul-2011

This document has been digitally signed by the Registrar and the signature has been filed.

CONFIDENTIAL Subject to Protective Order IATS - 000108

SDNY_GM_02774213

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

EFTA_00260853

EFTA01339481

Priority Search Certificate

Issued by

The International Registry for International Interests In Mobile Equipment (Aircraft Equipment)

This certificate was created on 26 Jul 2011 at 18:25:13 GMT

Certificate Number: 15305766

Requested by: Judy Hunteman of Insured Aircraft Title Service, Inc.

Beneficiary of Priority Search Certificate: IATS - N722JE

Search Criteria

Manufacturer: TURBOMECA

Model designation: ARRIEL 2S2

Manufacturer's serial number: 42285

Search Results

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

Date/time	Details of Interest	
	Registration	
26JUL2011	Type:	Contract of Sale
18:06:15 GMT	File number:	732506
	Fractional or Partial Interest:	100.000000%
	Seller:	
	Freedom Air International, Inc.*	Contact details: jr1_docs@insuredaircraft.com
	Buyer:	
	ASI Wings, LLC	Contact details: SullivanifkovicCA@aetna.com

End of List

This document has been digitally signed by the Registrar and the signature has been filed.

CONFIDENTIAL Subject to Protective Order IATS - 000109

SDNY_GM_02774214

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

EFTA_00260854

EFTA01339482

*The International Registry was notified that this entity had a change of name within the meaning set out in the Regulations and Procedures for the International Registry.

Name Change History

Entity Id:	293884
Old Name:	Air Ghislaine, Inc.
New Name:	Freedom Air International, Inc.
Date Changed on International Registry:	25-Jul-2011

This document has been digitally signed by the Registrar and the signature has been filed.

CONFIDENTIAL Subject to Protective Order IATS - 000110

SDNY_GM_02774215

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

EFTA_00260855

EFTA01339483

N162AE Post IR

Priority Search Certificate

Issued by

he International Registry for International Interests In Mobile Equipment (Aircraft Equipment)

This certificate was created on 26 Jul 2011 at 18:14:17 GMT

Certificate Number: 15304804

Requested by: Judy Hunteman of Insured Aircraft Title Service, Inc.

Beneficiary of Priority Search Certificate: IATS - N162AE

Search Criteria

Manufacturer: SIKORSKY

Model designation: S-76

Manufacturer's serial number: 760472

Search Results

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

Date/time	Details of Interest	
	Registration	
10DEC2009	Type:	Contract of Sale
21:03:17 GMT	File number:	33902
	Fractional or Partial Interest:	100.000000%
	Seller:	
	Aetna Life Insurance Company	Contact details: Fl.polk@mcafeetaft.com
	Buyer:	
	ASI Wings, LLC	Contact details: SullivanifkovicCA@aetna.com

This document has been digitally signed by the Registrar and the signature has been filed.

CONFIDENTIAL Subject to Protective Order IATS - 000111

SDNY_GM_02774216

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

EFTA_00260856

EFTA01339484

Search Criteria

Manufacturer:	SIKORSKY
Model designation:	S-76
Manufacturer's serial number:	760472

Search Results

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

Date/time	Details of Interest	
	Registration	
26JUL2011	Type:	Contract of Sale
17:43:16 GMT	File number:	732484
	Fractional or Partial Interest:	100.000000%
	Seller:	
	ASI Wings, LLC	Contact details: SullivanifkovicCA@aetna.com
	Buyer:	
	Freedom Air International, Inc.*	Contact details: jrl_docs@insuredaircraft.com

End of List

This document has been digitally signed by the Registrar and the signature has been filed.

CONFIDENTIAL Subject to Protective Order IATS - 000112

SDNY_GM_02774217

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

EFTA_00260857

EFTA01339485

*The International Registry was notified that this entity had a change of name within the meaning set out in the Regulations and Procedures for the International Registry.

Name Change History

Entity Id:	293884
Old Name:	Air Ghislaine, Inc.
New Name:	Freedom Air International, Inc.
Date Changed on International Registry:	25-Jul-2011

This document has been digitally signed by the Registrar and the signature has been filed.

CONFIDENTIAL Subject to Protective Order IATS - 000113

SDNY_GM_02774218

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

EFTA_00260858

EFTA01339486

Priority Search Certificate

Issued by

The International Registry for International Interests In Mobile Equipment (Aircraft Equipment)

This certificate was created on 26 Jul 2011 at 18:15:30 GMT

Certificate Number: 15304964

Requested by: Judy Hunteman of Insured Aircraft Title Service, Inc.

Beneficiary of Priority Search Certificate: IATS - N162AE

Search Criteria

Manufacturer: Turbomeca

Model designation: Arriel 2S1

Manufacturer's serial number: 20040

Search Results

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

Date/time	Details of Interest	
	Registration	
10DEC2009	Type:	Contract of Sale
21:07:12 GMT	File number:	33912
	Fractional or Partial Interest:	100.000000%
	Seller:	
	Aetna Life Insurance Company	Contact details: Fl.polk@mcafeetaft.com
	Buyer:	
	ASI Wings, LLC	Contact details: SullivanifkovicCA@aetna.com

This document has been digitally signed by the Registrar and the signature has been filed.

CONFIDENTIAL Subject to Protective Order IATS - 000114

SDNY_GM_02774219

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

EFTA_00260859

EFTA01339487

Search Criteria

Manufacturer:	Turbomeca
Model designation:	Arriel 2S1
Manufacturer's serial number:	20040

Search Results

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

Date/time	Details of Interest	
	Registration	
26JUL2011	Type:	Contract of Sale
17:49:56 GMT	File number:	732486
	Fractional or Partial Interest:	100.000000%
	Seller:	
	ASI Wings, LLC	Contact details: SullivanifkovicCA@aetna.com
	Buyer:	
	Freedom Air International, Inc.*	Contact details: jr1_docs@insuredaircraft.com
	Registration	
26JUL2011	Type:	Contract of Sale
18:01:51 GMT	File number:	732498
	Fractional or Partial Interest:	100.000000%
	Seller:	
	ASI Wings, LLC	Contact details: SullivanifkovicCA@aetna.com
	Buyer:	
	Freedom Air International, Inc.*	Contact details: jr1_docs@insuredaircraft.com

End of List

This document has been digitally signed by the Registrar and the signature has been filed.

CONFIDENTIAL Subject to Protective Order IATS - 000115

SDNY_GM_02774220

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

EFTA_00260860

EFTA01339488

*The International Registry was notified that this entity had a change of name within the meaning set out in the Regulations and Procedures for the International Registry.

Name Change History

Entity Id:	293884
Old Name:	Air Ghislaine, Inc.
New Name:	Freedom Air International, Inc.
Date Changed on International Registry:	25-Jul-2011

This document has been digitally signed by the Registrar and the signature has been filed.

CONFIDENTIAL Subject to Protective Order IATS - 000116

SDNY_GM_02774221

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

EFTA_00260861

EFTA01339489

Priority Search Certificate

Issued by

The International Registry for International Interests In Mobile Equipment (Aircraft Equipment)

This certificate was created on 26 Jul 2011 at 18:16:57 GMT

Certificate Number: 15305126

Requested by: Judy Hunteman of Insured Aircraft Title Service, Inc.

Beneficiary of Priority Search Certificate: IATS - N162AE

Search Criteria

Manufacturer: Turbomeca

Model designation: Arriel 2S1

Manufacturer's serial number: 20533TEC

Search Results

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

Date/time	Details of Interest	
	Registration	
10DEC2009	Type:	Contract of Sale
21:10:11 GMT	File number:	33920
	Fractional or Partial Interest:	100.000000%
	Seller:	
	Aetna Life Insurance Company	Contact details: Fl.polk@mcafeetaft.com
	Buyer:	
	ASI Wings, LLC	Contact details: SullivanifkovicCA@aetna.com

This document has been digitally signed by the Registrar and the signature has been filed.

CONFIDENTIAL Subject to Protective Order IATS - 000117

SDNY_GM_02774222

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

EFTA_00260862

EFTA01339490

Search Criteria

Manufacturer:	Turbomeca
Model designation:	Arriel 2S1
Manufacturer's serial number:	20533TEC

Search Results

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

Date/time	Details of Interest	
	Registration	
26JUL2011	Type:	Contract of Sale
17:57:04 GMT	File number:	732492
	Fractional or Partial Interest:	100.000000%
	Seller:	
	ASI Wings, LLC	Contact details: SullivanifkovicCA@aetna.com
	Buyer:	
	Freedom Air International, Inc.*	Contact details: jrl_docs@insuredaircraft.com

End of List

This document has been digitally signed by the Registrar and the signature has been filed.

CONFIDENTIAL Subject to Protective Order IATS - 000118

SDNY_GM_02774223

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

EFTA_00260863

EFTA01339491

*The International Registry was notified that this entity had a change of name within the meaning set out in the Regulations and Procedures for the International Registry.

Name Change History

Entity Id:	293884
Old Name:	Air Ghislaine, Inc.
New Name:	Freedom Air International, Inc.
Date Changed on International Registry:	25-Jul-2011

This document has been digitally signed by the Registrar and the signature has been filed.

CONFIDENTIAL Subject to Protective Order IATS - 000119

SDNY_GM_02774224

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

EFTA_00260864

EFTA01339492

Pl's IR search

Priority Search Certificate

Issued by

International Registry for International Interests
In Mobile Equipment (Aircraft Equipment)

This certificate was created on 20 Jul 2011 at 20:12:39 GMT

Certificate Number: 15225286

Requested by: Judy Hunteman of Insured Aircraft Title Service, Inc.

Beneficiary of Priority Search Certificate: IATS

Search Criteria

Manufacturer: SIKORSKY

Model designation: S-76

Manufacturer's serial number: 760472

Search Results

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

Date/time	Details of Interest	
	Registration	
10DEC2009 21:03:17 GMT	Type:	Contract of Sale
	File number:	33902
	Fractional or Partial Interest:	100.000000%
	Seller:	
	Aetna Life Insurance Company	Contact details: Fl.polk@mcafeetaft.com
	Buyer:	
	ASI Wings, LLC	Contact details: SullivanifkovicCA@aetna.com

End of List

This document has been digitally signed by the Registrar and the signature has been filed.

CONFIDENTIAL Subject to Protective Order IATS - 000120

SDNY_GM_02774225

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

EFTA_00260865

EFTA01339493

Priority Search Certificate

Issued by

The International Registry for International Interests In Mobile Equipment (Aircraft Equipment)

This certificate was created on 20 Jul 2011 at 20:13:53 GMT

Certificate Number: 15225290

Requested by: Judy Hunteman of Insured Aircraft Title Service, Inc.

Beneficiary of Priority Search Certificate: IATS

Search Criteria

Manufacturer: Turbomeca

Model designation: Arriel 2S1

Manufacturer's serial number: 20040

Search Results

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

Date/time	Details of Interest	
	Registration	
10DEC2009	Type:	Contract of Sale
21:07:12 GMT	File number:	33912
	Fractional or Partial Interest:	100.000000%
	Seller:	
	Aetna Life Insurance Company	Contact details: Fl.polk@mcafeetaft.com
	Buyer:	
	ASI Wings, LLC	Contact details: SullivanifkovicCA@aetna.com

End of List

This document has been digitally signed by the Registrar and the signature has been filed.

CONFIDENTIAL Subject to Protective Order IATS - 000121

SDNY_GM_02774226

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

EFTA_00260866

EFTA01339494

Priority Search Certificate

Issued by

The International Registry for International Interests In Mobile Equipment (Aircraft Equipment)

This certificate was created on 21 Jul 2011 at 21:24:38 GMT

Certificate Number: 15250244

Requested by: Judy Hunteman of Insured Aircraft Title Service, Inc.

Beneficiary of Priority Search Certificate: IATS - N162AE

Search Criteria

Manufacturer: Turbomeca

Model designation: Arriel 2S1

Manufacturer's serial number: 20533TEC

Search Results

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

Date/time	Details of Interest	
	Registration	
10DEC2009	Type:	Contract of Sale
21:10:11 GMT	File number:	33920
	Fractional or Partial Interest:	100.000000%
	Seller:	
	Aetna Life Insurance Company	Contact details: Fl.polk@mcafeetaft.com
	Buyer:	
	ASI Wings, LLC	Contact details: SullivanifkovicCA@aetna.com

End of List

This document has been digitally signed by the Registrar and the signature has been filed.

CONFIDENTIAL Subject to Protective Order IATS - 000122

SDNY_GM_02774227

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

EFTA_00260867

EFTA01339495

AIRCRAFT TITLE REPORT from FAA RECORDS SEARCH

Account No. 1
Phone No.

For: Insured Aircraft Title Service, Inc.
Escrow Department
4848 S.W. 36th St.
Oklahoma City, OK 73179

Attn: Joan Roberts

Insured Aircraft Title Service, Inc.
P.O. BOX 19527 405-681-6663
OKLAHOMA CITY, OKLAHOMA 73144
TOLL FREE: PHONE 800-654-4882

RE: N/A

FAA Records Search revealed the following TITLE information on the aircraft herein described.

Object:	N162AE
Make:	Sikorsky
Model:	S-76C
Serial No.:	760472
Record Owner:	ASI Wings, LLC
Address:	151 Farmington Avenue, Hartford, CT 06156
Type:	Corporation **Date Registered:** 12-22-09
Title:	Assistant Corporate Secretary of Aetna Inc., its Managing Member
Signed By:	Melinda Westbrook
Acquired By:	Bill of Sale
Date:	12-10-09 **Date Filed:** 12-10-09
Recorded:	12-22-09 **FAA Doc. #** MC005542
Previous Owner:	Aetna Life Insurance Company
Address:	151 Farmington Avenue, Hartford, CT 06156
Date Registered:	12-5-03
Subject To:	NO LIENS OF RECORD

CONFIDENTIAL Subject to Protective Order IATS - 000123
SDNY_GM_02774228
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260868
EFTA01339496

AIRCRAFT TITLE REPORT from FAA RECORDS SEARCH

Account No. 1

Phone No.

For: Insured Aircraft Title Service, Inc.
Escrow Department
4848 S.W. 36th St.
Oklahoma City, OK 73179

Attn: Joan Roberts

Insured Aircraft Title Service, Inc.
P.O. BOX 19527 405-681-6663
OKLAHOMA CITY, OKLAHOMA 73144
TOLL FREE: PHONE 800-654-4882

RE: N/A

This search is subject to the filings reflected on the index of collateral provided by the FAA and Insured Aircraft Title Service, Inc. assumes no responsibility as to the accuracy of said source, and does not guarantee, insure, or warrant that said FAA index is free of error.

Report Date: 06/29/2011
7:29 a.m. Central
INSURED AIRCRAFT TITLE SERVICE, INC.
By E. Cotton
Title Examiner

EC/ts

This Title Report does not include a search for international interests registered at the International Registry

CONFIDENTIAL Subject to Protective Order IATS - 000124
SDNY_GM_02774229
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260869
EFTA01339497

AIRCRAFT TITLE REPORT from FAA RECORDS SEARCH

Account No. 1
Phone No.

For: Insured Aircraft Title Service, Inc.
Escrow Department
4848 S.W. 36th St.
Oklahoma City, OK 73179

Attn: Joan Roberts

Insured Aircraft Title Service, Inc.
P. O. BOX 19527 405-681-6663
OKLAHOMA CITY, OKLAHOMA 73144
TOLL FREE: PHONE 800-654-4882

RE: N162AE

FAA Records Search revealed the following TITLE information on the aircraft herein described.

Object:	Engine
Make:	Turbomeca
Model:	Arriel 2S1
Serial No.:	20040
Record Owner:	FAA does not register engines by name of owner. Lien status only is subject to recordation.

Subject To: NO LIENS OF RECORD

This report is subject to the accuracy of the Federal Aviation Administration employees and computers in their record keeping abilities in recordation of liens regarding engines of 550 shp or over. Specifically excluded from this report are liens, security interests, or other encumbrances against engines which are not specifically noted on the engine data cards maintained by the FAA prior to September 1997, and/or on the engine serial number inquiry screen for encumbrances recorded after September 18, 1997.

This search is subject to the filings reflected on the index of collateral provided by the FAA and Insured Aircraft Title Service, Inc. assumes no responsibility as to the accuracy of said source, and does not guarantee, insure, or warrant that said FAA index is free of error.

Report Date: 07/21/2011

CONFIDENTIAL Subject to Protective Order IATS - 000125
SDNY_GM_02774230
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260870
EFTA01339498

AIRCRAFT TITLE REPORT from FAA RECORDS SEARCH

Account No. 1

Phone No.

For: Insured Aircraft Title Service, Inc.
Escrow Department
4848 S.W. 36th St.
Oklahoma City, OK 73179

Attn: Joan Roberts

Insured Aircraft Title Service, Inc.
P. O. BOX 19527 405-681-6663
OKLAHOMA CITY, OKLAHOMA 73144
TOLL FREE: PHONE 800-654-4882

RE: N162AE

7:29 a.m. Central
INSURED AIRCRAFT TITLE SERVICE, INC.
By **T. Woody**
Title Examiner

TW/ts

This Title Report does not include a search for International interests registered at the International Regist

CONFIDENTIAL Subject to Protective Order IATS - 000126
SDNY_GM_02774231
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260871
EFTA01339499

AIRCRAFT TITLE REPORT from FAA RECORDS SEARCH

Account No. 1
Phone No.

Insured Aircraft Title Service, Inc.
P.O. BOX 19527 405-681-6663
OKLAHOMA CITY, OKLAHOMA 73144
TOLL FREE: PHONE 800-654-4882

For: Insured Aircraft Title Service, Inc.
Escrow Department
4848 S.W. 36th St.
Oklahoma City, OK 73179

Attn: Joan Roberts

RE: N162AE

FAA Records Search revealed the following TITLE information on the aircraft herein described.

Object:	Engine
Make:	Turbomeca
Model:	Arriel 2S1
Serial No.:	20533TEC
Record Owner:	FAA does not register engines by name of owner. Lien status only is subject to recordation.
Subject To:	The FAA advises that there is no encumbrance cross-reference card in existence for the above described engine indicating that the engine has never been encumbered within the FAA's recording system, therefore, there are No Liens of Record.

This report is subject to the accuracy of the Federal Aviation Administration employees and computers in their record keeping abilities in recordation of liens regarding engines of 550 shp or over. Specifically excluded from this report are liens, security interests, or other encumbrances against engines which are not specifically noted on the engine data cards maintained by the FAA prior to September 1997, and/or on the engine serial number inquiry screen for encumbrances recorded after September 18, 1997.

CONFIDENTIAL Subject to Protective Order IATS - 000127
SDNY_GM_02774232
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260872
EFTA01339500

AIRCRAFT TITLE REPORT from FAA RECORDS SEARCH

Account No. 1

Phone No.

For: Insured Aircraft Title Service, Inc.
Escrow Department
4848 S.W. 36th St.
Oklahoma City, OK 73179

Attn: Joan Roberts

Insured Aircraft Title Service, Inc.
P. O. BOX 19527 405-681-6663
OKLAHOMA CITY, OKLAHOMA 73144
TOLL FREE: PHONE 800-654-4882

RE: N162AE

This search is subject to the filings reflected on the index of collateral provided by the FAA and Insured Aircraft Title Service, Inc. assumes no responsibility as to the accuracy of said source, and does not guarantee, insure, or warrant that said FAA index is free of error.

This Title Report does not include a search for international interests registered at the International Registry.

Report Date: 07/22/2011
7:29 a.m. Central
INSURED AIRCRAFT TITLE SERVICE, INC.
By E. Cotton
Title Examiner

EC/ts

CONFIDENTIAL Subject to Protective Order IATS - 000128
SDNY_GM_02774233
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260873
EFTA01339501

AIRCRAFT TITLE REPORT from FAA RECORDS SEARCH

Account No. 1
Phone No.

For: Insured Aircraft Title Service, Inc.
Escrow Department
4848 S.W. 36th St.
Oklahoma City, OK 73179

Attn: Joan Roberts

Insured Aircraft Title Service, Inc.
P.O. BOX 19527 405-681-6663
OKLAHOMA CITY, OKLAHOMA 73144
TOLL FREE: PHONE 800-654-4882

RE: N/A

FAA Records Search revealed the following TITLE information on the aircraft herein described.

Object:	N722JE
Make:	Keystone Helicopter
Model:	S-76C
Serial No.:	760750
Record Owner:	Freedom Air International Inc. formerly Shmitka Air Inc. formerly Air Ghislaine Inc.
Address:	103 Foulk Road, Ste. 202, Wilmington, DE 19803
Type:	Corporation **Date Registered:** 2-27-09
Title:	Vice President
Signed By:	Darren K. Indyke
Acquired By:	Bill of Sale
Date:	12-30-08 **Date Filed:** 12-30-08
Recorded:	1-7-09 **FAA Doc. #** PH001657
Previous Owner:	Sikorsky Aircraft Corporation
Address:	6900 Main Street, Stratford, CT 06614
Date Registered:	1-7-09
Subject To:	NO LIENS OF RECORD

CONFIDENTIAL Subject to Protective Order IATS - 000129
SDNY_GM_02774234
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260874
EFTA01339502

AIRCRAFT TITLE REPORT from FAA RECORDS SEARCH

Account No. 1
Phone No.

For: Insured Aircraft Title Service, Inc.
Escrow Department
4848 S.W. 36th St.
Oklahoma City, OK 73179

Attn: Joan Roberts

Insured Aircraft Title Service, Inc.
P. O. BOX 19527 405-681-6663
OKLAHOMA CITY, OKLAHOMA 73144
TOLL FREE: PHONE 800-654-4882

RE: N/A

This search is subject to the filings reflected on the index of collateral provided by the FAA and Insured Aircraft Title Service, Inc. assumes no responsibility as to the accuracy of said source, and does not guarantee, insure, or warrant that said FAA index is free of error.

Report Date: 06/29/2011
7:29 a.m. Central
INSURED AIRCRAFT TITLE SERVICE, INC.

This Title Report does not include a search for international interests registered at the International Registry

By **A. Draper**
Title Examiner

AD/ts

CONFIDENTIAL Subject to Protective Order IATS - 000130
SDNY_GM_02774235
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260875
EFTA01339503

AIRCRAFT TITLE REPORT from FAA RECORDS SEARCH

Account No. 1
Phone No.

For: Insured Aircraft Title Service, Inc.
Escrow Department
4848 S.W. 36th St.
Oklahoma City, OK 73179

Attn: Joan Roberts

Insured Aircraft Title Service, Inc.
P.O. BOX 19527 405-681-6663
OKLAHOMA CITY, OKLAHOMA 73144
TOLL FREE: PHONE 800-654-4882

RE: N722JE

FAA Records Search revealed the following TITLE information on the aircraft herein described.

Object:	Engine
Make:	Turbomeca
Model:	Arriel 2S2
Serial No.:	42285
Record Owner:	FAA does not register engines by name of owner. Lien status only is subject to recordation.
Subject To:	The FAA advises that there is no encumbrance cross-reference card in existence for the above described engine indicating that the engine has never been encumbered within the FAA's recording system, therefore, there are No Liens of Record.

This report is subject to the accuracy of the Federal Aviation Administration employees and computers in their record keeping abilities in recordation of liens regarding engines of 550 shp or over. Specifically excluded from this report are liens, security interests, or other encumbrances against engines which are not specifically noted on the engine data cards maintained by the FAA prior to September 1997, and/or on the engine serial number inquiry screen for encumbrances recorded after September 18, 1997.

CONFIDENTIAL Subject to Protective Order IATS - 000131
SDNY_GM_02774236
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260876
EFTA01339504

AIRCRAFT TITLE REPORT from FAA RECORDS SEARCH

Account No. 1

Phone No.

For: Insured Aircraft Title Service, Inc.
Escrow Department
4848 S.W. 36th St.
Oklahoma City, OK 73179

Attn: Joan Roberts

Insured Aircraft Title Service, Inc.
P. O. BOX 19527 405-681-6663
OKLAHOMA CITY, OKLAHOMA 73144
TOLL FREE: PHONE 800-654-4882

RE: N722JE

This search is subject to the filings reflected on the index of collateral provided by the FAA and Insured Aircraft Title Service, Inc. assumes no responsibility as to the accuracy of said source, and does not guarantee, insure, or warrant that said FAA index is free of error.

Report Date: 06/29/2011
7:29 a.m. Central
INSURED AIRCRAFT TITLE SERVICE, INC.

By **A. Draper**
Title Examiner

AD/ts

This Title Report does not include a search for international interests registered at the International Registry

CONFIDENTIAL Subject to Protective Order IATS - 000132
SDNY_GM_02774237
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260877
EFTA01339505

AIRCRAFT TITLE REPORT from FAA RECORDS SEARCH

Account No. 1
Phone No.

For: Insured Aircraft Title Service, Inc.
Escrow Department
4848 S.W. 36th St.
Oklahoma City, OK 73179

Attn: Joan Roberts

Insured Aircraft Title Service, Inc.
P. O. BOX 19527 405-681-6663
OKLAHOMA CITY, OKLAHOMA 73144
TOLL FREE: PHONE 800-654-4882

RE: N722JE

FAA Records Search revealed the following TITLE information on the aircraft herein described.

Object:	Engine
Make:	Turbomeca
Model:	Arriel 2S2
Serial No.:	42286

Record Owner: FAA does not register engines by name of owner. Lien status only is subject to recordation.

Subject To: The FAA advises that there is no encumbrance cross-reference card in existence for the above described engine indicating that the engine has never been encumbered within the FAA's recording system, therefore, there are No Liens of Record.

This report is subject to the accuracy of the Federal Aviation Administration employees and computers in their record keeping abilities in recordation of liens regarding engines of 550 shp or over. Specifically excluded from this report are liens, security interests, or other encumbrances against engines which are not specifically noted on the engine data cards maintained by the FAA prior to September 1997, and/or on the engine serial number inquiry screen for encumbrances recorded after September 18, 1997.

CONFIDENTIAL Subject to Protective Order IATS - 000133
SDNY_GM_02774238
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260878
EFTA01339506

AIRCRAFT TITLE REPORT from FAA RECORDS SEARCH

Account No. 1

Phone No.

For: Insured Aircraft Title Service, Inc.
Escrow Department
4848 S.W. 36th St.
Oklahoma City, OK 73179

Attn: Joan Roberts

Insured Aircraft Title Service, Inc.
P. O. BOX 19527 405-681-6663
OKLAHOMA CITY, OKLAHOMA 73144
TOLL FREE: PHONE 800-654-4882

RE: N722JE

This search is subject to the filings reflected on the index of collateral provided by the FAA and Insured Aircraft Title Service, Inc. assumes no responsibility as to the accuracy of said source, and does not guarantee, insure, or warrant that said FAA index is free of error.

Report Date: 06/29/2011
7:29 a.m. Central
INSURED AIRCRAFT TITLE SERVICE, INC.

By **A. Draper**
Title Examiner

AD/ts

This Title Report does not include a search for international interests registered at the International Registry

CONFIDENTIAL Subject to Protective Order IATS - 000134
SDNY_GM_02774239
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260879
EFTA01339507

Home
User Area
Registration Area
Search the Registry
Fees and Payment Options
Documentation and Information
Arabic
Chinese
English
French
Russian
Spanish
FAQs (Frequently Asked Questions)
Contact Us
Annual Statistical Report
Help

Log-in: Judy Hunteman
Insured Aircraft Title Service, Inc.
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Search Registrations

Informational Search

Manufacturer	Model Designator	Manufacturer's Serial Number	Object Type	Matches current Manufacturer List	Registration Exists	Select
SIKORSKY	S-76	760750	HELICOPTER	YES	NO	☐

If the object you are seeking is not in the returned list above you may still obtain a Priority Search Certificate as follows

1. Return to the first search screen
2. Enter the full object details i.e. Manufacturer, Model Designator, Serial Number and object type.
3. Ensure that the format used is as provided by the manufacturer to the IR for similar objects.
4. Request an informational search and follow the subsequent instructions

Priority Search | Download Informational Search Listing | Cancel

By entering this site you acknowledge and agree to all **terms and conditions** stated herein

pre IR search N725E no liens

CONFIDENTIAL Subject to Protective Order IATS - 000135
SDNY_GM_02774240
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Home
User Area
Registration Area
Search the Registry
Fees and Payment Options
Documentation and Information
Arabic
Chinese
English
French
Russian
Spanish
FAQs (Frequently Asked Questions)
Contact Us
Annual Statistical Report
Help

Log-in: Judy Hunteman
Insured Aircraft Title Service, Inc.
Logout

Search Registrations

Informational Search

Manufacturer	Model Designator	Manufacturer's Serial Number	Object Type	Matches current Manufacturer List	Registration Exists	Select
TURBOMECA	ARRIEL 2S2	42285	ENGINE	NO	NO	☐
PRATT & WHITNEY CANADA	PT6A SERIES	42285	ENGINE	YES	NO	☐

This object was not found on the system. It is listed here only to allow you to request a Priority Search Certificate if you so wish. It is listed in the format provided by you. Please ensure that the format is correct i.e. as provided by the manufacturer to the IR for similar objects.

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CONFIDENTIAL Subject to Protective Order IATS - 000136
SDNY_GM_02774241
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260881
EFTA01339509

Home
User Area
Registration Area
Search the Registry
Fees and Payment Options
Documentation and Information
Arabic
Chinese
English
French
Russian
Spanish
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Log-in: Judy Hunteman
Insured Aircraft Title Service, Inc.
Logout

Search Registrations

Informational Search

Manufacturer	Model Designator	Manufacturer's Serial Number	Object Type	Matches current Manufacturer List	Registration Exists	Select
TURBOMECA	ARRIEL 2S2	42286	ENGINE	NO	NO	☐
PRATT & WHITNEY CANADA	PT6A SERIES	42286	ENGINE	YES	NO	☐

This object was not found on the system. It is listed here only to allow you to request a Priority Search Certificate if you so wish. It is listed in the format provided by you. Please ensure that the format is correct i.e. as provided by the manufacturer to the IR for similar objects.

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CONFIDENTIAL Subject to Protective Order IATS - 000137

SDNY_GM_02774242

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

EFTA_00260882

EFTA01339510

Disbursement
Instructions & Authorization

SDNY_GM_02774243

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

EFTA_00260883

EFTA01339511

To: Darren Indyke

Insured Aircraft Title Service, Inc.

4848 S.W. 36th Street, Oklahoma City, OK 73179 jroberts@insuredaircraft.com
P.O. Box 19527, Oklahoma City, OK 73144 Direct Fax: 405-682-0818
1-800-654-4882, 405-681-6663
General Fax: 405-681-9299

CLOSING STATEMENT

RE: N162AE, Sikorsky S76C+, s/n 760472
N722JE, Sikorsky S76C++, s/n 760750

Funds Received:	
6-29-11 - Aetna Inc.	**$ 100,000.00**
6-30-11 - Freedom Air International	**100,000.00**
6-30-11 - Jeffrey Epstein	**1,404,945.00**
7-26-11 - Aetna Inc.	**11,803,902.50**
	$ 13,408,847.50

Funds Disbursed:	
7-26-11 - According to directions of Aetna	**$ 1,473,957.50**
7-26-11 - Freedom Air International, Inc.	**11,800,000.00**
7-26-11 - Aircraft Services Group	**100,000.00**
7-26-11 - IATS	**9,890.00**
8-5-11 - Aetna Inc. (release of holdback)	**25,000.00**
Total funds disbursed:	**$ 13,408,847.50**

Insured Aircraft Title Service, Inc.

By: Joan F. Roberts, Vice President

Serving the Aviation Industry for over 40 years

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

Subject: escrow release
From: "George Reenstra" <g.reenstra@yourjet.com>
Date: 8/4/2011 3:41 PM
To: "Joan Roberts" [redacted]
CC: "Darren Indyke" [redacted] "Mike Dwyer" [redacted] "Ted Osgood" [redacted]

You are currently holding 25k in escrow from the closing of Sikorsky 760472 on July 26. 2011. the purpose for the escrow has been satisfied and you may release the funds. I assume you will receive direction from Guardian Jet as to where they are to be sent .

Thanks.

George Reenstra
Aircraft Services Group Inc
212 Route 94, Ste 2E
Vernon, NJ 07462
[redacted]

--
This message has been scanned for viruses and dangerous content by **MailScanner**, and is believed to be clean.

CONFIDENTIAL Subject to Protective Order IATS - 000140
SDNY_GM_02774245
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260885
EFTA01339513

Subject: PT Blade Life Extension 162AE
From: Ted Osgood <ted.osgood@guardianjet.com>
Date: 11:39 AM
To: George Reenstra[redacted]
CC: Mike Dwyer[redacted] Joan Roberts <[redacted]

George and Larry

Attached is a letter from Turbomeca granting a 300 hour extension to the life of the PT blades. Per the Letter Agreement between Freedom Air International Inc. and ASI Wings LLC, please ask Insured Aircraft Title Service to release the $25,000 held in escrow to Aetna.

Thanks,
Ted

Ted Osgood
Aircraft Sales Director
Guardian Jet, LLC

1445 Boston Post Road
Guilford, CT 06437
[redacted]
www.GuardianJet.com

--
This message has been scanned for viruses and dangerous content by **MailScanner**, and is believed to be clean.

—Attachments:———————————————————————————

0206-SP-2011 Aetna MO4 PT blade usage extension.pdf 42.7 KB

CONFIDENTIAL Subject to Protective Order IATS - 000141
SDNY_GM_02774246
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260886
EFTA01339514

SAFRAN
Turbomeca USA

ARRIEL 2 FT BLADE USAGE LIFE LMIT SPECIFIC EXTENSION 0206/SP/2011

SUBJECT

REQUEST FOR: LIFE LIMIT EXTENSION ON FT BADES SET S/No 49

CUSTOMER

Company : Aetna	Request Date :26 July 2011

AIRCRAFT

Registration : N162AE	Type : S-76C+

ENGINE

Version / Variant : Arriel 2S1	Engine S/N : 20040	
TSN : 5682.4	TSO : 2891.6	TSR : N/A

GENERAL INFORMATION

	S/N	TSN	TSO	TSR
Module 1 :	0040			
Module 2 :	00703TEC			
Module 3 :	0040			
Module 4 :	0040	5682.4	2891.6	2891.6
Module 5 :	01477TEC			

REASON FOR REQUEST

Customer is requesting TBO extension due to the following reasons :
To align maintenance actions (blade replace due to use limit) with TBO of the module as closely as possible

Comments : Expansion of use limit of the PT blades to 7000 hrs is being validated and will be issued shortly, at that time this concession is obsolete

ANALYSIS CONCLUSION

Using the information provided to TURBOMECA by Metro Aviation Inc and the subsequent analysis performed by TURBOMECA, TURBOMECA considers that the reported information does not prevent **Aetna** from flying with an extension of **300 hours** on **Power Turbine Blades S/N 49 for a revised Usage Limit of 6300 hours** This extension, issued in accordance with EASA Part 21, Subpart J Design Orgnization Approval EASA.21J.070, is subject to the following preliminary checks and the specific maintenance program

PRELIMINARY CHECKS

The following checks must be performed on this engine having a TBO extension (When ticked) :

- ☐ Check for abnormal noise on crank engine cold and during the engine rundown.
- ☒ Engine vibration check.
- ☐ Engine performance check.
- ☐ Compressor erosion.
- ☐ Rear bearing permeability (if applicable).
- ☒ SOAP analysis.
- ☐ Engine rundown time.

The checks results must be noted down in section "E" of the logbook of the concerned engine. Please return the checks results to the extension writer. Any anomaly resulting from these checks cancels the extension.

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CONFIDENTIAL Subject to Protective Order IATS - 000142

SDNY_GM_02774247

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

EFTA_00260887

EFTA01339515

SAFRAN
Turbomeca USA

ARRIEL 2 FT BLADE USAGE LIFE LIMIT SPECIFIC EXTENSION 0206/SP/2011 (Cont.)

SPECIFIC PREVENTIVE MAINTENANCE PROGRAM

The following Checks/Tasks must be performed on this engine having a TBO extension (When ticked):

- ☐ Check for abnormal noise on crank engine cold and during the engine rundown after the last flight of the day.
- ☐ Engine vibration check every hours.
- ☐ Engine performance check every hours.
- ☐ Compressor erosion every hours.
- ☐ Rear bearing permeability (if applicable).
- ☒ SOAP analysis every 100 hours.
- ☐ Engine rundown time / daily.
- ☐ Check for fuel dilution in the oil every hours.
- ☐ Characteristic check of the fuel control system every hours.
- ☐ Inspection of magnetic plugs every hours.
- ☐ Daily check for oil leaks every hours.
- ☒ Comply with the applicable Arriel Maintenance Manual program.

Any anomaly found during this preventive maintenance program or any event occurring during the time of the extension must be reported to TURBOMECA. It temporarily stops the extension. The extension must be re-confirmed by a TURBOMECA approval.

Evidently the instructions given in TURBOMECA approved documentation are still applicable throughout the duration of this extension (including but not limited to Maintenance Manual, Service Bulletins, Service Letters…).

EXTENSION CANCELLATION CONDITIONS

This extension will immediately be cancelled for any of the following reasons:

- return of the equipment(s) to a Repair Centre;
- if this extension given by Turbomeca and the checks results associated are not noted down :
  - in section "E" of the logbook of the concerned engine.
  - AND on the log card of the concerned component.
- the limit life or the TBO of a component has been exceeded during the period of this extension (refer to the Chapter 5 of the Maintenance Manual).
- Any event, anomaly or part removal, must be reported to Turbomeca. It temporarily stops the extension. The extension must be re-confirmed by a Turbomeca approval.
- Transfer of ownership or operator prior to or during the extension.
- change of supporting airframe.

This extension will immediately be cancelled for any of the following reasons *(When ticked)*:

- ☒ Maintenance Manual update.
- ☒ This use limit extension is cancelled if an activity report is not transmitted to Turbomeca every 6 months or 100 hours.
- ☐ Change of type of operation or activity area prior to or during the extension.
- ☒ Change of engine configuration (example : modular changes).
- ☐ Change of maintenance procedure or maintenance centre.
- ☐ End of contract activity.
- ☒ SB classified 2.2 to 2.5 is (are) not embodied.

TECHNICAL SUPPORT ENGINEERING APPROVAL	TECHNICAL SUPPORT ENGINEERING MANAGER APPROVAL
Extension writer name :Steven M. Ponticelli Signature :	Name : Francis Hauret Signature :

All information and data appearing on this document are the exclusive property of TURBOMECA. Any other use of said information and data is subject to prior agreement of terms with TURBOMECA

Turbomeca 64511 Bordes Cedex – France – Phone : +33 (0)5 59 12 50 00 – Fax : +33 (0)5 59 53 15 12

CONFIDENTIAL Subject to Protective Order IATS - 000143

SDNY_GM_02774248

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

EFTA_00260888

EFTA01339516

Subject: funds to atty escrow
From: "George Reenstra" [redacted]
Date: 1:13 PM
To: [redacted]
CC: "Michaels, Eric J." [redacted] "Rohrberger, Robert J." [redacted]

100k disbursement from closing of Sikorsky 760750. Please wire the funds reference the info below. Send me a confirmation.

thanks

George Reenstra
Aircraft Services Group Inc
212 Route 94, Ste 2E
Vernon, NJ 07462
[redacted]
Email: george@yourjet.com

From: Michaels, Eric J. [mailto [redacted]
Sent: Tuesday, July 26, 2011 2:03 PM
To: Jonathan Parker; George Reenstra; Rohrberger, Robert J.
Subject: FW: This is what I will be sending Jon Parker when you tell me

Jon and George:
This is the trust account wire instructions. The client number and matter number we have is
Aircraft Services Group, Inc 017651
Loan Restructuring 00008
You should let me have a head's up when the money is wired so that I can alert the wire desk.
Thanks

Eric J. Michaels, Esq.
Attorney at Law
FOX ROTHSCHILD LLP
[redacted] (New Jersey)
(New York)

From: Cordi, Maryann
Sent: Tuesday, July 26, 2011 1:52 PM
To: Michaels, Eric J.
Subject: This is what I will be sending Jon Parker when you tell me

CONFIDENTIAL Subject to Protective Order IATS - 000144
SDNY_GM_02774249
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Rose'and Attorney Trust Account:

Please provide the following to the Party who is transferring funds:

1. Valley National Bank
   Address: 1 Passaic Avenue
   Fairfield, NJ 07004
2. Wires ABA Number: [redacted]
3. Account Number: [redacted] - Fox Rothschild LLP - Attorney Trust Account
4. For credit to: **please reference the Client/Matter Number

Maryann Cordi
Legal Administrative Assistant to Eric J. Michaels
and Todd A. Palo
Fox Rothschild, LLP
75 Eisenhower Parkway
Roseland, NJ 07068
[redacted]
email - [redacted]

ATTENTION: IRS CIRCULAR 230 DISCLOSURE: Pursuant to Treasury Regulations, any tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used or relied upon by you or any other person, for the purpose of (i) avoiding penalties under the Internal Revenue Code, or (ii) promoting, marketing or recommending to another party any tax advice addressed herein. ---------- This e-mail contains PRIVILEGED AND CONFIDENTIAL INFORMATION intended only for the use of the Individual(s) named above. If you are not the intended recipient of this e-mail, or the employee or agent responsible for delivering this to the intended recipient, you are hereby notified that any dissemination or copying of this e-mail is strictly prohibited. If you have received this e-mail in error, please immediately notify us by telephone at (215)-299-2167 or notify us by e-mail at helpdesk@foxrothschild.com. Also, please mail a hardcopy of the e-mail to Fox Rothschild LLP, 2000 Market Street, Philadelphia PA 19103-3222 via the U.S. Postal Service. We will reimburse you for all expenses incurred. Thank you.

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

CONFIDENTIAL

Subject to Protective Order

IATS - 000146

SDNY_GM_02774251

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

EFTA_00260891

EFTA01339519

Escrow Report

Registration Nbr	Serial Nbr	Reference	Escrow Agent
162AE		AETNA INC	JR

From/To	Transaction Date	Amount In	Amount Out
IBC WIRE - AETNA INC	6/29/2011	$100,000.00	
IBC WIRE - FREEDOM AIR INTERNATIONAL INC	6/30/2011	$100,000.00	
IBC WIRE - JEFFREY EPSTEIN	7/25/2011	$1,404,945.00	
IBC WIRE - AETNA INC OPERATING	7/26/2011	$11,803,902.50	
IBC WIRE - FREEDOM AIR INTERNATIONAL INC	7/26/2011		$11,800,000.00
IBC WIRE - AETNA INC OPERATING	7/26/2011		$1,373,957.50
IBC WIRE - BK AMER NYC	7/26/2011		$100,000.00
IBC WIRE - AIRCRAFT SERVICES GROUP INC 017651	7/26/2011		$100,000.00
IBC WIRE - AETNA INC OPERATING	8/ 5/2011		$25,000.00
IBC CK#20390 IATS	7/29/2011		$9,410.00
IBC CK#20391 IATS	7/29/2011		$480.00
	Totals	$13,408,847.50	$13,408,847.50
	Balance		$0.00

according to ASG

CLOSING SETTLEMENT STATEMENT - SELLER

Sikorsky S76C+, S/N 760472, N162AE

SELLER
ASI Wings LLC

Selling Price	$1,500,000.00

Money Received by Seller in Advance of Closing

Deposit Rcvd (Deposit held in escrow)	$100,000.00
Total Money received in escrow	*$100,000.00*

Sellers Additional Fees/Adjustments

Funds Retained in Escrow	($25,000.00)
Guardian Jet Commission	($100,000.00)
1/2 of Escrow Fee	($1,042.50)
Total Sellers Adjustments	*($126,042.50)*

Pre-Closing Summary

Sale Price	$1,500,000.00
Total Sellers Adjustments	*($126,042.50)*
Proceeds Due at Closing	$1,373,957.50

BUYER
Freedom Air International inc

Purchase Price	$1,500,000.00

Money Paid by Buyer in Advance of Closing

Deposit Sent	$100,000.00
Total Money in escrow	*$100,000.00*

Buyers Additional Fees/Adjustments

1/2 of Escrow Fee	$1,042.50
Total Buyers Adjustments	*$1,042.50*

Pre-Closing Summary

Sale Price	$1,500,000.00
Total Money Received in escrow	($100,000.00)
Total Buyers Adjustments	$1,042.50
Amount Due at Closing	$1,401,042.50

CLOSING FUNDS IN ESCROW

Buyer's Deposit	$100,000.00	
Due from **Buyer** at Closing	$1,401,042.50	
Total Funds	$1,501,042.50	✓

OUTGOING FUNDS (Via Separate Wires from Escrow)

Proceeds Due to Seller[1]	$1,373,957.50	
Funds to be held in escrow per Letter Agreement	$25,000.00	
Insured Aircrraft Title Service	$2,085.00	
Guardian Jet	$100,000.00	
Total Distributed	$1,501,042.50	✓

NOTES:

[1] Proceeds will be paid to Seller via the instructions attached

ASI Wings LLC

Signature Date

Printed Name

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

CLOSING SETTLEMENT STATEMENT - SELLER

Sikorsky S76C++, S/N 760750, N722JE

SELLER
Freedom Air International Inc

Selling Price	$11,900,000.00

Money Received by Seller in Advance of Closing

Deposit Rcvd (Deposit held in escrow)	$100,000.00
Total Money received in escrow	*$100,000.00*

Sellers Additional Fees/Adjustments

1/2 of Escrow Fee	($3,902.50)
Total Sellers Adjustments	*($3,902.50)*

Pre-Closing Summary

Sale Price	$11,900,000.00
Total Sellers Adjustments	*($3,902.50)*
Proceeds Due at Closing	$11,896,097.50

BUYER
ASI Wings LLC

Purchase Price	$11,900,000.00

Money Paid by Buyer in Advance of Closing

Deposit Sent	$100,000.00
Total Money in escrow	*$100,000.00*

Buyers Additional Fees/Adjustments

1/2 of Escrow Fee	$3,902.50
Total Buyers Adjustments	*$3,902.50*

Pre-Closing Summary

Sale Price	$11,900,000.00
Total Money Received in escrow	($100,000.00)
Total Buyers Adjustments	$3,902.50
Amount Due at Closing	$11,803,902.50

CLOSING FUNDS IN ESCROW

Buyer's Deposit	$100,000.00
Due from **Buyer** at Closing	$11,803,902.50
Total Funds	$11,903,902.50 ✓

OUTGOING FUNDS (Via Separate Wires from Escrow)

Proceeds Due to Seller[1]	$11,896,097.50
Insured Aircrraft Title Service	$7,805.00
Total Distributed	$11,903,902.50 ✓

NOTES:

[1] Proceeds will be paid to Seller via the instructions attached

ASI Wings LLC

Signature Date

Printed Name

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

Subject: N722JE
From: Darren Indyke [redacted]
Date: 9:30 AM
To: Joan Roberts [redacted]

Joan,

In connection with the anticipated closing today of Freedom Air International, Inc.'s sale to ASI WIngs LLC of N722JE, I have provided below wire transfer instructions for the purchase price to be wired to Freedom Air International, Inc. upon closing.

Wire Transfer instructions to Freedom Air:

Bank: JPMorgan Chase
ABA #: [redacted]
Account name: Freedom Air International, Inc.
Account #: [redacted]

Sincerely,

$11,800,000
$11,946,027.50

Darren K. Indyke
Darren K. Indyke, PLLC
301 East 66th Street, 10B
New York, New York 10065
[redacted]

****
The information contained in this communication is confidential, may be attorney-client privileged, and is intended only for the use of the addressee. It is the property of Darren K. Indyke, PLLC. Unauthorized use, disclosure or copying of this communication or any part thereof is strictly prohibited and may be unlawful. If you have received this communication in error, please notify us immediately by return e-mail, and destroy this communication and all copies thereof, including all attachments.
Copyright of Darren K. Indyke, PLLC - © 2011 Darren K. Indyke, PLLC - All rights reserved.
****

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This message has been scanned for viruses and dangerous content by MailScanner, and is believed to be clean.

CONFIDENTIAL Subject to Protective Order IATS - 000149
SDNY_GM_02774254
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Subject: Re: Closing Call Information for Tomorrow
From: Darren Indyke [redacted]
Date: 11:03 AM
To: Joan Roberts [redacted]

Confirmed.

Darren K. Indyke
Darren K. Indyke, PLLC
301 East 66th Street, 10B
New York, New York 10065
[redacted]

****
The information contained in this communication is confidential, may be attorney-client privileged, and is intended only for the use of the addressee. It is the property of Darren K. Indyke, PLLC. Unauthorized use, disclosure or copying of this communication or any part thereof is strictly prohibited and may be unlawful. If you have received this communication in error, please notify us immediately by return e-mail, and destroy this communication and all copies thereof, including all attachments.
Copyright of Darren K. Indyke, PLLC - © 2011 Darren K. Indyke, PLLC – All rights reserved.
****

On Jul 26, 2011, at 11:12 AM, Joan Roberts wrote:

> Correction, please confirm that at closing from the sale proceeds I should withhold $100,000.00 as Aircraft Services Group's commission and wire the balance of $11,800,000.00 to the Freedom Air account. This will confirm that I received the amount of the escrow fees in the wire received from Jeffrey Epstein.
>
> **Joan Roberts**
> **Vice President**
> **Insured Aircraft Title Service, Inc.**
> **4848 S.W. 36th Street**
> **Oklahoma City, OK 73179**
> [redacted]

CONFIDENTIAL Subject to Protective Order IATS - 000150
SDNY_GM_02774255
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260895
EFTA01339523

[redacted]
www.insuredaircraft.com

On 7/26/2011 10:06 AM, Joan Roberts wrote:

> Darren - Please confirm that from the $11,900,000.00 sale proceeds on N722JE, Sikorsky S76C++, s/n 760750, I am authorized to withhold $3,902.50 for 1/2 of the escrow fees and also $100,000.00 as commission for Aircraft Services Group/George Reenstra and wire the balance ($11,796,097.50) to the account of Freedom Air International, Inc. in accordance with the instructions you previously provided to me.
>
> **Joan Roberts**
> **Vice President**
> **Insured Aircraft Title Service, Inc.**
> **4848 S.W. 36th Street**
> **Oklahoma City, OK 73179**
> [redacted]
> **www.insuredaircraft.com**
>
> On 7/26/2011 9:53 AM, Darren Indyke wrote:
>
> > ok by me.
> >
> > Darren K. Indyke
> > Darren K. Indyke, PLLC
> > 301 East 66th Street, 10B
> > New York, New York 10065
> > [redacted]
> > email: dkiesq@aol.com
> >
> > **********
> > *********
> > The information contained in this communication is confidential, may be attorney-client
> > privileged, and is intended only for the use of the addressee. It is the property of
> > Darren K. Indyke, PLLC. Unauthorized use, disclosure or copying of this communication
> > or any part thereof is strictly prohibited and may be unlawful. If you have received this
> > communication in error, please notify us immediately by return e-mail, and

CONFIDENTIAL Subject to Protective Order IATS - 000151
SDNY_GM_02774256
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260896
EFTA01339524

de stroy this
communication and all copies thereof, including all attachments.
Copyright of Darren K. Indyke, PLLC - © 2011 Darren K. Indyke, PLLC – All rights reserved.
****
****

On Jul 26, 2011, at 10:49 AM, Ted Osgood wrote:

All

We are very close, but need another hour. We would like to reschedule the call for 1200 EST using the call in information below.

Ted Osgood
Guardian Jet
[redacted]

From: Ted Osgood
Sent: Monday, July 25, 2011 03:29 PM
To: Black, Joseph C [redacted] Marcroft, Coreen [redacted]; Keating, John [redacted] Dennis, Anthony J [redacted] Jap Blankenship [redacted] Irena Damnjanoska [redacted]>; George Reenstra [redacted] Tonya Butler [redacted]; Joan Roberts [redacted]
Cc: Mike Mikolay; Mike Dwyer
Subject: Closing Call Information for Tomorrow

In anticipation of closing on 162AE and 722JE tomorrow morning at 10:00 AM EST, below is a conference call in number.

As of right now, the outstanding issues are:

1) IR registration for Freedom Air; IATS thinks this will be done today
2) Funds from both ASI and Freedom Air
3) A letter agreement, between ASI, Freedom and IATS, concerning post closing obligations from the pre buy inspection and Turbomeca letter issues, assuming all parties are in agreement over the course of action I proposed earlier today.

Call in information:
[redacted]

CONFIDENTIAL Subject to Protective Order IATS - 000152
SDNY_GM_02774257
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260897
EFTA01339525

Ted Osgood
Aircraft Sales Director
Guardian Jet, LLC

1445 Boston Post Road
Guilford, CT 06437
[redacted]
www.GuardianJet.com

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This message has been scanned for viruses and dangerous content by **MailScanner**, and is believed to be clean.

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This message has been scanned for viruses and dangerous content by **MailScanner**, and is believed to be clean.

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This message has been scanned for viruses and dangerous content by **MailScanner**, and is believed to be clean.

CONFIDENTIAL Subject to Protective Order IATS - 000153
SDNY_GM_02774258
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260898
EFTA01339526

ASI WINGS, LLC
151 Farmington Avenue
Hartford, Connecticut 06156

July 26, 2011

Freedom Air International, Inc.
103 Foulk Road, Suite 202
Wilmington, DE 19803
Attn: Darren K. Indyke

Insured Aircraft Title Service, Inc.
4848 S.W. 36th Street
Oklahoma City, OK 73179
Attn: Joan Roberts, Vice President

Re: Sikorsky S-76C Helicopter,
Manufacturer's Serial No. 760472,
U.S. Registration No. N162AE
and
Two (2) Turbomeca Arriel 2S1 Engines
Bearing Manufacturer's Serial Nos.
20040 and 20533 TEC

Ladies and Gentleman:

Reference is hereby made to that certain Aircraft Purchase Agreement dated as of July 18, 2011, between ASI Wings, LLC, as Seller, and Freedom Air International, Inc., as Purchaser, and under and pursuant to which Insured Aircraft Title Service, Inc. is serving as the Escrow Agent (the "Escrow Agent"). Capitalized terms used herein shall have the meanings assigned to said terms in the above-described Aircraft Purchase Agreement (the "Purchase Agreement").

Pursuant to the Purchase Agreement, Purchaser is placing a total purchase price of $1,500,000.00 with the Escrow Agent, consisting of a deposit of $100,000.00 previously placed with the Escrow Agent and a Purchase Price Balance of $1,400,000.00 being placed with the Escrow Agent by wire transfer prior to the Closing. The primary purpose of this letter agreement is to provide that $25,000.00 of the Purchase Price Balance which would otherwise be distributed to the Seller at the Closing shall, instead, be retained by the Escrow Agent (the "$25,000.00 Retained Funds"), and shall subsequently be distributed by the Escrow Agent in accordance with the provisions of this Letter Agreement.

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

With respect to the above, Seller is awaiting a letter from Turbomeca S.A. (hereinafter "Turbomeca") stating that Turbomeca will extend the life of the pressure turbine blades in Module M04 of engine no. 1 (MSN 20040) by 300 hours or more.

With respect to the above, the parties understand and agree that the $25,000.00 Retained Funds will be retained in escrow by the Escrow Agent until the earliest of the following occurs, when the Escrow Agent shall take the action indicated:

(1) If Turbomeca provides the letter to Seller, with a copy to Purchaser, stating that Turbomeca will extend the life of the pressure turbine blades in Module M04 of engine no. 1 by 300 hours or more, in which event Escrow Agent shall immediately wire the $25,000.00 Retained Funds to Seller in accordance with the wire instructions previously provided by Seller to Escrow Agent;

(2) If Turbomeca produces a service letter applicable to all Arriel 2S1 engines stating that the pressure turbine blades in all such engines have been granted an extension of said engines' life limit of 300 hours or more, in which event Escrow Agent shall immediately wire the $25,000.00 Retained Funds to Seller in accordance with the wire instructions previously provided by Seller to Escrow Agent; or

(3) If the date of September 30, 2011 arrives and neither item (1) nor (2) above has occurred, in which event the $25,000.00 Retained Funds shall be immediately wired by Escrow Agent to Purchaser in accordance with wire instructions previously provided by Purchaser to Escrow Agent. If the $25,000.00 Retained Funds are wired by Escrow Agent to Purchaser in accordance with this item (3), then Seller shall have no further responsibility or liability to Purchaser with respect to extending the life of the above described pressure turbine blades and Purchaser shall not pursue Seller for any other remedies with respect thereto.

Any signatures on this letter agreement may be transmitted via facsimile or e-mail (in pdf format), which signatures shall be deemed originals for all purposes. This letter agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which counterparts when executed and delivered shall be an original but all of which shall together constitute one and the same instrument.

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

If each of you concur with the above and foregoing provisions of this letter agreement, please acknowledge your approval by signing in the spaces provided below.

Sincerely yours,

ASI WINGS, LLC

By: AETNA INC., Managing Member

By:_____
Name:_____
Title:_____

The above letter agreement dated July 26, 2011, is hereby approved and agreed to by each of the following:

PURCHASER: FREEDOM AIR INTERNATIONAL, INC.

By:_____
Name:_____
Title:_____

ESCROW AGENT: INSURED AIRCRAFT TITLE SERVICE, INC.

By: Joan F Roberts
Name: JOAN F ROBERTS
Title: Vice President

570399:00136

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

If each of you concur with the above and foregoing provisions of this letter agreement, please acknowledge your approval by signing in the spaces provided below.

Sincerely yours,

ASI WINGS, LLC

By: AETNA INC., Managing Member

By:_____
Name:_____
Title:_____

The above letter agreement dated July 26, 2011, is hereby approved and agreed to by each of the following:

PURCHASER: FREEDOM AIR INTERNATIONAL, INC.

By: Darren K Indyke
Name: Darren K. Indyke
Title: Vice President

ESCROW AGENT: INSURED AIRCRAFT TITLE SERVICE, INC.

By:_____
Name:_____
Title:_____

570399:00136

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

ASI Wings LLC
151 Farmington Avenue, RT32
Hartford, CT 06156

July 26, 2011

Freedom Air International, Inc.
103 Foulk Road, Suite 202
Wilmington, Delaware 19803
Attn: Darren K. Indyke

Re: Sikorsky S-76C Helicopter,
Manufacturer's Serial No. 760472,
U.S. Registration No. N162AE
and
Two (2) Turbomeca Arriel 2S1 Engines
Bearing Manufacturer's Serial Nos.
20040 and 20533TEC

Ladies and Gentlemen:

Reference is made to the Aircraft Purchase Agreement dated as of July 18, 2011, between ASI Wings LLC, as Seller and Freedom Air International, Inc. as Purchaser (the "Agreement"). Capitalized terms used herein shall have the meanings assigned to said terms in the Agreement.

The primary purpose of this letter agreement is to modify Section 3(d) of the Agreement, which provides for Seller's obligation to correct the Inspection Discrepancies identified in the Inspection Report on or before the Completion Deadline at Seller's sole cost and expense. Notwithstanding the language of Section 3(d) the Agreement, Purchaser and Seller hereby agree that the sole discrepancies to be corrected are those described in Schedule 1 attached hereto, and that said discrepancies will not be corrected until after the Closing. Schedule 1 attached hereto includes written estimates of the costs to repair certain of the discrepancies noted. Purchaser and Seller further agree that the total costs which Seller shall incur in repairing the discrepancies noted in Schedule 1 shall not exceed the sum of $20,000.00, and that any repair costs in excess of said limit of $20,000.00 shall solely be the obligation of Purchaser.

Any signature on this letter agreement may be transmitted via facsimile or email (in pdf format), which signatures shall be deemed originals for all purposes. This letter agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each

CONFIDENTIAL Subject to Protective Order IATS - 000158
SDNY_GM_02774263
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260903
EFTA01339531

of which counterparts when executed and delivered shall be an original but all of which shall together constitute one and the same instrument.

If you concur with the above and foregoing provisions of this letter agreement, please acknowledge your approval by signing in the spaces below.

ASI WINGS, LLC

By: Aetna Inc., Managing Member

By: Melinda Westbrook
Name: Melinda Westbrook
Title: Assistant Corporate Secretary

The above letter agreement dated July 26, 2011, is hereby approved and agreed to by:

FREEDOM AIR INTERNATIONAL, INC.

By:_____
Name:_____
Title:_____

570402:00136

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

of which counterparts when executed and delivered shall be an original but all of which shall together constitute one and the same instrument.

If you concur with the above and foregoing provisions of this letter agreement, please acknowledge your approval by signing in the spaces below.

ASI WINGS, LLC

By: Aetna Inc., Managing Member

By:_____
Name:_____
Title:_____

The above letter agreement dated July 26, 2011, is hereby approved and agreed to by:

FREEDOM AIR INTERNATIONAL, INC.

By: Darren K. Indyke
Name: Darren K. Indyke
Title: Vice President

570402:00136

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

SCHEDULE 1
to

LETTER AGREEMENT

N162AE

1. Number 2 T5 gage failed to self test. Engine gage needs replacing [$1,200 to $3,000].
2. Engine exhaust ejectors need welding [$2,000 + $1,600 if nutplates/clips need replaced as well].
3. HELOTRAC needs updating, AAG has estimated 10 hours to complete this if Aetna maintenance personnel are unable to accomplish, $110.00 per hour shop rate [$1,100].
4. Left-hand main wheel assembly needs to be changed, spare wheel assembly is located at AAG currently and ready to be installed [Aetna sent part, AAG to provide labor].

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

ASI Wings LLC
151 Farmington Avenue, RT32
Hartford, CT 06156

July 26, 2011

Freedom Air International, Inc.
103 Foulk Road, Suite 202
Wilmington, Delaware 19803
Attn: Darren K. Indyke

Re: Sikorsky S-76C Helicopter,
Manufacturer's Serial No. 760472,
U.S. Registration No. N162AE
and
Two (2) Turbomeca Arriel 2S1 Engines
Bearing Manufacturer's Serial Nos.
20040 and 20533TEC

Ladies and Gentlemen:

Reference is made to the Aircraft Purchase Agreement dated as of July 18, 2011, between ASI Wings LLC, as Seller and Freedom Air International, Inc. as Purchaser (the "Agreement"). Capitalized terms used herein shall have the meanings assigned to said terms in the Agreement.

The primary purpose of this letter agreement is to modify Section 3(d) of the Agreement, which provides for Seller's obligation to correct the Inspection Discrepancies identified in the Inspection Report on or before the Completion Deadline at Seller's sole cost and expense. Notwithstanding the language of Section 3(d) the Agreement, Purchaser and Seller hereby agree that the sole discrepancies to be corrected are those described in Schedule 1 attached hereto, and that said discrepancies will not be corrected until after the Closing. Schedule 1 attached hereto includes written estimates of the costs to repair certain of the discrepancies noted. Purchaser and Seller further agree that the total costs which Seller shall incur in repairing the discrepancies noted in Schedule 1 shall not exceed the sum of $20,000.00, and that any repair costs in excess of said limit of $20,000.00 shall solely be the obligation of Purchaser.

Any signature on this letter agreement may be transmitted via facsimile or email (in pdf format), which signatures shall be deemed originals for all purposes. This letter agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each

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

of which counterparts when executed and delivered shall be an original but all of which shall together constitute one and the same instrument.

If you concur with the above and foregoing provisions of this letter agreement, please acknowledge your approval by signing in the spaces below.

ASI WINGS, LLC

By: Aetna Inc., Managing Member

By:_____
Name:_____
Title:_____

The above letter agreement dated July 26, 2011, is hereby approved and agreed to by:

FREEDOM AIR INTERNATIONAL, INC.

By: Darren K. Indyke
Name: Darren K. Indyke
Title: Vice President

570402:00136

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

SCHEDULE 1
to

LETTER AGREEMENT

N162AE

1. Number 2 T5 gage failed to self test. Engine gage needs replacing [$1,200 to $3,000].
2. Engine exhaust ejectors need welding [$2,000 + $1,600 if nutplates/clips need replaced as well].
3. HELOTRAC needs updating, AAG has estimated 10 hours to complete this if Aetna maintenance personnel are unable to accomplish, $110.00 per hour shop rate [$1,100].
4. Left-hand main wheel assembly needs to be changed, spare wheel assembly is located at AAG currently and ready to be installed [Aetna sent part, AAG to provide labor].

CONFIDENTIAL Subject to Protective Order IATS - 000164
SDNY_GM_02774269
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260909
EFTA01339537

ASI WINGS, LLC
151 Farmington Avenue
Hartford, Connecticut 06156

July 26, 2011

Freedom Air International, Inc.
103 Foulk Road, Suite 202
Wilmington, DE 19803
Attn: Darren K. Indyke

Insured Aircraft Title Service, Inc.
4848 S.W. 36th Street
Oklahoma City, OK 73179
Attn: Joan Roberts, Vice President

Re: Sikorsky S-76C Helicopter,
Manufacturer's Serial No. 760472,
U.S. Registration No. N162AE
and
Two (2) Turbomeca Arriel 2S1 Engines
Bearing Manufacturer's Serial Nos.
20040 and 20533 TEC

Ladies and Gentleman:

Reference is hereby made to that certain Aircraft Purchase Agreement dated as of July 18, 2011, between ASI Wings, LLC, as Seller, and Freedom Air International, Inc., as Purchaser, and under and pursuant to which Insured Aircraft Title Service, Inc. is serving as the Escrow Agent (the "Escrow Agent"). Capitalized terms used herein shall have the meanings assigned to said terms in the above-described Aircraft Purchase Agreement (the "Purchase Agreement").

Pursuant to the Purchase Agreement, Purchaser is placing a total purchase price of $1,500,000.00 with the Escrow Agent, consisting of a deposit of $100,000.00 previously placed with the Escrow Agent and a Purchase Price Balance of $1,400,000.00 being placed with the Escrow Agent by wire transfer prior to the Closing. The primary purpose of this letter agreement is to provide that $25,000.00 of the Purchase Price Balance which would otherwise be distributed to the Seller at the Closing shall, instead, be retained by the Escrow Agent (the "$25,000.00 Retained Funds"), and shall subsequently be distributed by the Escrow Agent in accordance with the provisions of this Letter Agreement.

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

With respect to the above, Seller is awaiting a letter from Turbomeca S.A. (hereinafter "Turbomeca") stating that Turbomeca will extend the life of the pressure turbine blades in Module M04 of engine no. 1 (MSN 20040) by 300 hours or more.

With respect to the above, the parties understand and agree that the $25,000.00 Retained Funds will be retained in escrow by the Escrow Agent until the earliest of the following occurs, when the Escrow Agent shall take the action indicated:

(1) If Turbomeca provides the letter to Seller, with a copy to Purchaser, stating that Turbomeca will extend the life of the pressure turbine blades in Module M04 of engine no. 1 by 300 hours or more, in which event Escrow Agent shall immediately wire the $25,000.00 Retained Funds to Seller in accordance with the wire instructions previously provided by Seller to Escrow Agent;

(2) If Turbomeca produces a service letter applicable to all Arriel 2S1 engines stating that the pressure turbine blades in all such engines have been granted an extension of said engines' life limit of 300 hours or more, in which event Escrow Agent shall immediately wire the $25,000.00 Retained Funds to Seller in accordance with the wire instructions previously provided by Seller to Escrow Agent; or

(3) If the date of September 30, 2011 arrives and neither item (1) nor (2) above has occurred, in which event the $25,000.00 Retained Funds shall be immediately wired by Escrow Agent to Purchaser in accordance with wire instructions previously provided by Purchaser to Escrow Agent. If the $25,000.00 Retained Funds are wired by Escrow Agent to Purchaser in accordance with this item (3), then Seller shall have no further responsibility or liability to Purchaser with respect to extending the life of the above described pressure turbine blades and Purchaser shall not pursue Seller for any other remedies with respect thereto.

Any signatures on this letter agreement may be transmitted via facsimile or e-mail (in pdf format), which signatures shall be deemed originals for all purposes. This letter agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which counterparts when executed and delivered shall be an original but all of which shall together constitute one and the same instrument.

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

ASI WINGS, LLC
151 Farmington Avenue
Hartford, Connecticut 06156

July 26, 2011

Freedom Air International, Inc.
103 Foulk Road, Suite 202
Wilmington, DE 19803
Attn: Darren K. Indyke

Insured Aircraft Title Service, Inc.
4848 S.W. 36th Street
Oklahoma City, OK 73179
Attn: Joan Roberts, Vice President

Re: Sikorsky S-76C Helicopter,
Manufacturer's Serial No. 760472,
U.S. Registration No. N162AE
and
Two (2) Turbomeca Arriel 2S1 Engines
Bearing Manufacturer's Serial Nos.
20040 and 20533 TEC

Ladies and Gentleman:

Reference is hereby made to that certain Aircraft Purchase Agreement dated as of July 18, 2011, between ASI Wings, LLC, as Seller, and Freedom Air International, Inc., as Purchaser, and under and pursuant to which Insured Aircraft Title Service, Inc. is serving as the Escrow Agent (the "Escrow Agent"). Capitalized terms used herein shall have the meanings assigned to said terms in the above-described Aircraft Purchase Agreement (the "Purchase Agreement").

Pursuant to the Purchase Agreement, Purchaser is placing a total purchase price of $1,500,000.00 with the Escrow Agent, consisting of a deposit of $100,000.00 previously placed with the Escrow Agent and a Purchase Price Balance of $1,400,000.00 being placed with the Escrow Agent by wire transfer prior to the Closing. The primary purpose of this letter agreement is to provide that $25,000.00 of the Purchase Price Balance which would otherwise be distributed to the Seller at the Closing shall, instead, be retained by the Escrow Agent (the "$25,000.00 Retained Funds"), and shall subsequently be distributed by the Escrow Agent in accordance with the provisions of this Letter Agreement.

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

With respect to the above, Seller is awaiting a letter from Turbomeca S.A. (hereinafter "Turbomeca") stating that Turbomeca will extend the life of the pressure turbine blades in Module M04 of engine no. 1 (MSN 20040) by 300 hours or more.

With respect to the above, the parties understand and agree that the $25,000.00 Retained Funds will be retained in escrow by the Escrow Agent until the earliest of the following occurs, when the Escrow Agent shall take the action indicated:

(1) If Turbomeca provides the letter to Seller, with a copy to Purchaser, stating that Turbomeca will extend the life of the pressure turbine blades in Module M04 of engine no. 1 by 300 hours or more, in which event Escrow Agent shall immediately wire the $25,000.00 Retained Funds to Seller in accordance with the wire instructions previously provided by Seller to Escrow Agent;

(2) If Turbomeca produces a service letter applicable to all Arriel 2S1 engines stating that the pressure turbine blades in all such engines have been granted an extension of said engines' life limit of 300 hours or more, in which event Escrow Agent shall immediately wire the $25,000.00 Retained Funds to Seller in accordance with the wire instructions previously provided by Seller to Escrow Agent; or

(3) If the date of September 30, 2011 arrives and neither item (1) nor (2) above has occurred, in which event the $25,000.00 Retained Funds shall be immediately wired by Escrow Agent to Purchaser in accordance with wire instructions previously provided by Purchaser to Escrow Agent. If the $25,000.00 Retained Funds are wired by Escrow Agent to Purchaser in accordance with this item (3), then Seller shall have no further responsibility or liability to Purchaser with respect to extending the life of the above described pressure turbine blades and Purchaser shall not pursue Seller for any other remedies with respect thereto.

Any signatures on this letter agreement may be transmitted via facsimile or e-mail (in pdf format), which signatures shall be deemed originals for all purposes. This letter agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which counterparts when executed and delivered shall be an original but all of which shall together constitute one and the same instrument.

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

If each of you concur with the above and foregoing provisions of this letter agreement, please acknowledge your approval by signing in the spaces provided below.

Sincerely yours,

ASI WINGS, LLC

By: AETNA INC., Managing Member

By: Melinda Westbrook
Name: Melinda Westbrook
Title: Assistant Corporate Secretary

The above letter agreement dated July 26, 2011, is hereby approved and agreed to by each of the following:

PURCHASER: FREEDOM AIR INTERNATIONAL, INC.

By:_____
Name:_____
Title:_____

ESCROW AGENT: INSURED AIRCRAFT TITLE SERVICE, INC.

By:_____
Name:_____
Title:_____

570399:00136

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

If each of you concur with the above and foregoing provisions of this letter agreement, please acknowledge your approval by signing in the spaces provided below.

Sincerely yours,

ASI WINGS, LLC

By: AETNA INC., Managing Member

By:_____
Name:_____
Title:_____

The above letter agreement dated July 26, 2011, is hereby approved and agreed to by each of the following:

PURCHASER: FREEDOM AIR INTERNATIONAL, INC.

By: Darren K Indyke
Name: Darren K. Indyke
Title: Vice President

ESCROW AGENT: INSURED AIRCRAFT TITLE SERVICE, INC.

By:_____
Name:_____
Title:_____

570399:00136

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

If each of you concur with the above and foregoing provisions of this letter agreement, please acknowledge your approval by signing in the spaces provided below.

Sincerely yours,

ASI WINGS, LLC

By: AETNA INC., Managing Member

By:_____
Name:_____
Title:_____

The above letter agreement dated July 26, 2011, is hereby approved and agreed to by each of the following:

PURCHASER: FREEDOM AIR INTERNATIONAL, INC.

By:_____
Name:_____
Title:_____

ESCROW AGENT: INSURED AIRCRAFT TITLE SERVICE, INC.

By: Joan F Roberts
Name: JOAN F ROBERTS
Title: Vice President

570399:00136

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

Aetna

Secured Message Reply

From: Dennis, Anthony J <DennisAJ@aetna.com>

To: [redacted]

Date: July 25, 2011 5:18:49 PM EDT

Subject: Aetna Wire Instructions

Please see below.

From: Even, Sharon D
Sent: Monday, July 25, 2011 5:17 PM
To: Dennis, Anthony J
Cc: Hemsley, Jean; Black, Joseph C
Subject: FW: Closing Settlement - Wire Instructions Needed

Here are the banking instructions.

Sharon Even |Aetna Inc.|Procurement|Director-Finance, Strategy, & Operations
[redacted]
151 Farmington Ave, RT32, Hartford, CT 06156

50
1,373,957

From: Sokolsky, Lucy
Sent: Monday, July 25, 2011 5:01 PM
To: Even, Sharon D
Subject: RE: Closing Settlement - Wire Instructions Needed

These are the instructions that had been provided:

Bank: Bank of America
Account Name: Aetna Inc Operating
[redacted]

Lucy Sokolsky
Aetna Inc
Accounts Payable
[redacted]

Reply

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CONFIDENTIAL Subject to Protective Order IATS - 000172
SDNY_GM_02774277
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Aetna

Secured Message Reply

From: Marcroft, Coreen [redacted]
To: Tonya Butler [redacted]
CC: Ted Osgood [redacted]
Date: July 24, 2011 12:24:58 PM EDT
Subject: RE: Aircraft Purchase Agreements (Executed) -- N722JE and N162AE

Tonya,

Below is Aetna wire instructions once the deals are finalized and you are ready to transfer monies associated with the sale of N162AE.

Thank you!
Cory

Bank of America
Acct: Aetna Inc Operating [redacted]
if it is a Wire payment the ABA # is [redacted]
if it is an ACH payment the ABA # is [redacted]

From: Tonya Butler [mailto[redacted]
Sent: Tuesday, July 19, 2011 11:32 AM
To: Jap Blankenship
Cc: Irena Damnjanoska; Dennis, Anthony J; Marcroft, Coreen; Darren Indyke [redacted]); Ted Osgood [redacted]
Subject: Re: Aircraft Purchase Agreements (Executed) -- N722JE and N162AE

I apologize for the delay. I am wrapping up a closing and will call in a few minutes. Thank you for your patience!!

Sincerely,
Tonya Butler
Escrow Assistant for
Joan F. Roberts - VP
Insured Aircraft Title Service, Inc.
4848 S.W. 36th Street
Oklahoma City, OK 73179
[redacted]
www.insuredaircraft.com

On 7/18/2011 6:09 PM, Jap Blankenship wrote:

> Tanya:
> Attached please find my two separate letters to you covering N722JE and N162AE. Also attached are copies of the two agreements as executed by the Seller and Purchaser under each agreement.

CONFIDENTIAL Subject to Protective Order IATS - 000173
SDNY_GM_02774278
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260918
EFTA01339546

If you should have any questions with respect to my requests set forth in the attached letters, please let me know.
Best,
Jap

Jap W. Blankenship
Fellers, Snider, Blankenship,
Bailey & Tippens
100 N. Broadway, Suite 1700
Oklahoma City, OK 73102-8820
Phone:
Fax:
E-Mail:

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Reply

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SDNY_GM_02774279

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

EFTA_00260919

EFTA01339547

Subject: RE: Aircraft Purchase Agreements (Executed) -- N722JE and N162AE
From: "Marcroft, Coreen" [redacted]
Date: Sun, 24 Jul 2011 12:24:58 -0400
To: Tonya Butler
CC: Ted Osgood [redacted]

You have received a secure message

For your protection, the content of this message has been sent securely by Aetna using encryption technology. For more information about Aetna's use of encryption please visit this website http://www.aetna.com/aboutaetna/safeguard_data.htm.

Steps to open your secure message:
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2. When you open the attachment you will see Aetna's secure envelope. This envelope contains your encrypted message, which will automatically be displayed.

If your message contains an attachment, you may be offered the opportunity to download a small application (applet) that will enable you to open the message directly on your computer (c: drive). By choosing this option and selecting "always" any future messages that you receive from Aetna will be opened on your computer without further installation. This method may take a few extra minutes initially (depending on your machine and the speed of your connection to the internet), but overall will result in faster / more efficient message retrieval going forward.

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Saving your message:

The securedoc.html that you clicked to begin the process actually retrieves a key from Aetna which is used to open (or decrypt) your message. The key will expire in 90 days. If you would like to save your message for later review, you should save a copy of the unencrypted message. How you save email will vary depending on your email service. If you are unsure, please use the help function of your email service and look for topics like: saving, saving messages, storing messages.

If you experience any problems, please contact 1-800-237-7476, option 4 (Secure Email) during normal business hours; 8AM to 6PM E.S.T.

Thank you.

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securedoc.html

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SDNY_GM_02774280
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Help

From: Marcroft, Coreen <MarcroftC@aetna.com>

To: tbutler@insuredaircraft.com

Subject: **RE: Aircraft Purchase Agreements (Executed) -- N722JE and N162AE**

Password:

Forgot password?

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More info

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securedoc.html	**Content-Type:** text/html **Content-Encoding:** base64

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

Subject: Closing Sikorsky sn 760750
From: "George Reenstra" [redacted]
Date: Thu, 21 Jul 2011 08:56:47 -1000
To: "Joan Roberts" [redacted]
CC: "Darren Indyke" [redacted]

I appears that the closing will now be Monday as we need to get a letter from Turbomeca. When the closing has occurred aircraft services will have earned it's fee of 100k. Please retain that money from the funds sent by Aetna to Freedom Air. I will advise where to send them shortly thereafter

Sent from my iPad
--
This message has been scanned for viruses and
dangerous content by MailScanner, and is
believed to be clean.

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260922
EFTA01339550

Contracts &
Legal

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

EFTA_00260923

EFTA01339551

DELIVERY RECEIPT

Sikorsky S-76C (sometimes referred to as a S-76C+)

Manufacturer's Serial No. 760472
N162AE

Pursuant to the Aircraft Purchase Agreement (the "Agreement") dated July 18, 2011 between ASI WINGS, LLC, a Delaware limited liability company ("Seller") and FREEDOM AIR INTERNATIONAL, INC., a Delaware corporation ("Purchaser"), Purchaser hereby acknowledges the delivery and acceptance of one used Sikorsky S-76C helicopter (sometimes referred to as a S-76C+) bearing Manufacturer's Serial No. 760472 and U.S. Registration No. N162AE, with two (2) Turbomeca Arriel 2S1 engines bearing Manufacturer's Serial Nos. 20040 and 20533TEC, together with all avionics, equipment (including loose equipment), systems, furnishings and accessories installed on, contained in or attached to said helicopter and engines, all as is more particularly described in the Agreement, and also including all airframe, engine and accessory logbooks, flight and operation manuals, maintenance and overhaul records, checklists, drawings, any issued FAA Form 337's, warranty documents, and all other records and paperwork relating to the above-described helicopter and engines in Seller's possession (collectively, the "Aircraft"); provided, that the term Aircraft as used herein does not include airframe maintenance manuals and airframe illustrated parts catalogs as the same are being retained by Seller.

Subject to (1) Seller's obligation to repair, at its cost and expense (not to exceed $20,000), that certain list of discrepancies as provided in, and in accordance with the provisions of, that certain letter agreement (and Schedule 1 thereto) dated July 26, 2011 by and between Seller and Purchaser which modifies Section 3(d) of the Agreement (the "Discrepancy Letter Agreement"), and (2) the provisions of that certain letter agreement dated July 26, 2011 by and among Seller, Purchaser and the Escrow Agent providing additional escrow terms as to $25,000 of the Purchase Price Balance (the "Turbomeca Escrow Letter Agreement"), Purchaser accepts the Aircraft at 2:09 CDT p.m., on July 26, 2011 in an "As Is, Where Is" condition and "With all Faults" at Hartford, Connecticut and subject to the waivers and disclaimers set forth in the Agreement that are not inconsistent with the Discrepancy Letter Agreement and the Turbomeca Escrow Letter Agreement.

TOTAL TIME ON AIRFRAME AT DELIVERY: 6844.5 hours

TOTAL TIME ON ENGINES AT DELIVERY:
Engine No. 1 (MSN 42285): 5683.4 / 7240 / 5782 hours/cycles
Engine No. 2 (MSN 42286): 2356.0 / 8484 / 8178 hours/cycles

TOTAL LANDINGS AT DELIVERY: 14901

(Signature Block and Acknowledgment on Following Page)
FREEDOM AIR INTERNATIONAL, INC.

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

By: [signature]
Name: Laurence Paul Visoski
Title: Chief Pilot
Date: 7/26/11

STATE OF CONNECTICUT)
) ss:
COUNTY OF Hartford)

The foregoing instrument was acknowledged before me this 26th day of July, 2011, by Larry Visoski, Chief Pilot and Technical Representative of Freedom Air International, Inc., a Delaware corporation, on behalf of the company.

[signature]
NOTARY PUBLIC, STATE OF CONNECTICUT

LAURIE B. GRIEDER
NOTARY PUBLIC
MY COMMISSION EXPIRES NOV. 30, 2014

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

DELIVERY RECEIPT

Keystone (Sikorsky) S-76C (sometimes referred to as a S-76C++)

Manufacturer's Serial No. 760750
N722JE

Pursuant to the Aircraft Purchase Agreement (the "Agreement") dated July 18, 2011 between ASI WINGS, LLC, a Delaware limited liability company ("Purchaser"), and FREEDOM AIR INTERNATIONAL, INC., a Delaware corporation ("Seller"), Purchaser hereby acknowledges the delivery and acceptance of one used Keystone (Sikorsky) S-76C helicopter (sometimes referred to as a S-76C++) bearing Manufacturer's Serial No. 760750 and U.S. Registration No. N722JE, with two (2) Turbomeca Arriel 2S2 engines bearing Manufacturer's Serial Nos. 42285 and 42286, together with all avionics, equipment (including loose equipment), systems, furnishings and accessories installed on, contained in or attached to said helicopter and engines, all as is more particularly described in the Agreement, and also including all airframe, engine and accessory logbooks, flight and operation manuals, maintenance and overhaul records, checklists, drawings, any issued FAA Form 337's, warranty documents, and all other records and paperwork relating to the above-described helicopter and engines in Seller's possession (collectively, the "Aircraft"); provided, that the term Aircraft as used herein does not include airframe maintenance manuals and airframe illustrated parts catalogs as the same are being retained by Seller.

Purchaser accepts the Aircraft at 1:09 EDT p.m., on July 26, 2011 in an "As Is, Where Is" condition and "With all Faults" at Brainerd Airport, Hartford, CT USA. and subject to the waivers and disclaimers set forth in the Agreement.

TOTAL TIME ON AIRFRAME AT DELIVERY: 83.7 hours

TOTAL TIME ON ENGINES AT DELIVERY:
Engine No. 1 (MSN 42285): 83.7 / 150.4 / 151.8 hours/cycles
Engine No. 2 (MSN 42286): 83.7 / 156 / 158.6 hours/cycles

TOTAL LANDINGS AT DELIVERY: 166

ASI WINGS, LLC

By: Aetna Inc., Managing Member

By: Melinda Westbrook
Name: Melinda Westbrook
Title: Assistant Corporate Secretary
Date: July 26, 2011

(Acknowledgment Following Page)

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

STATE OF CONNECTICUT)
) ss:
COUNTY OF Hartford)

The foregoing instrument was acknowledged before me this 26 day of July, 2011, by Melinda Westbrook, Assistant Corporate Secretary of Aetna Inc., Managing Member of ASI Wings LLC, a Delaware limited liability company, on behalf of the company.

Allison S. MacInnis
NOTARY PUBLIC, STATE OF CT

Allison S. MacInnis
Notary Public, Connecticut
My Commission Expires Feb. 28, 2013

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

Subject: Executed and Notarized Aircraft Delivery Receipt
From: "Dennis, Anthony J" <DennisAJ@aetna.com>
Date: 1:07 PM
To: George Reenstra <[redacted], Ted Osgood <[redacted],
[redacted]
CC: Mike Mikola[redacted], Mike Dwyer
[redacted]

Please see attached.

This e-mail may contain confidential or privileged information. If

you think you have received this e-mail in error, please advise the

sender by reply e-mail and then delete this e-mail immediately.

Thank you. Aetna
--
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—Attachments:

[Untitled].pdf 63.9 KB

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SDNY_GM_02774288
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

PRELIMINARY ACCEPTANCE CERTIFICATE

Sikorsky S-76C (sometimes referred to as a S-76C+)

Manufacturer's Serial No. 760472
N162AE

Pursuant to the Aircraft Purchase Agreement dated July 18, 2011 (the "Agreement") between ASI WINGS, LLC, a Delaware limited liability company ("Seller"), and FREEDOM AIR INTERNATIONAL, INC., a Delaware corporation ("Purchaser"), Purchaser hereby confirms that Purchaser has completed its Pre-Purchase Inspection of the Aircraft in accordance with the Agreement on the date written below, and Purchaser has (check one):

_____ Accepted the Aircraft as is.

DKol Accepted the Aircraft subject to (1) Seller's obligation to repair, at its cost and expense (not to exceed $20,000), that certain list of discrepancies as provided in, and in accordance with the provisions of, that certain letter agreement (and Schedule 1 thereto) dated July 26, 2011 by and between Seller and Purchaser which modifies Section 3(d) of the Agreement (the "Discrepancy Letter Agreement"), and (2) the provisions of that certain letter agreement dated July 26, 2011 by and among Seller, Purchaser and the Escrow Agent providing additional escrow terms as to $25,000 of the Purchase Price Balance (the "Turbomeca Escrow Letter Agreement").

_____ Rejected the Aircraft.

FREEDOM AIR INTERNATIONAL, INC.

By: Darren K. Indyke
Name: Darren K. Indyke
Title: Vice President
Date: July 26, 2011

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

PRELIMINARY ACCEPTANCE CERTIFICATE

Keystone (Sikorsky) S-76C (sometimes referred to as a S-76C++)

Manufacturer's Serial No. 760750
N722JE

Pursuant to the Aircraft Purchase Agreement dated July 18, 2011 (the "Agreement") between ASI WINGS, LLC, a Delaware limited liability company ("Purchaser"), and FREEDOM AIR INTERNATIONAL, INC., a Delaware corporation ("Seller"), Purchaser hereby confirms that Purchaser has completed its Pre-Purchase Inspection of the Aircraft in accordance with the Agreement on the date written below, and Purchaser has (check one):

✓ Accepted the Aircraft as is.

_____ Accepted the Aircraft subject to Seller's repairing the discrepancies necessary for Seller to deliver the Aircraft to Purchaser in the condition required by Section 2 of the Agreement. Said discrepancies are itemized on the attachment to this Preliminary Acceptance Certificate.

_____ Rejected the Aircraft.

ASI WINGS, LLC

By: Aetna Inc., Managing Member

By: Melinda Westbrook
Name: Melinda Westbrook
Title: Assistant Corporate Secretary
Date: July 26, 2011

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

FELLERS SNIDER
ATTORNEYS AND COUNSELLORS AT LAW
FELLERS SNIDER BLANKENSHIP BAILEY & TIPPENS, P.C.

OKLAHOMA CITY ■ TULSA

JAP W. BLANKENSHIP
OF COUNSEL

(405) 232-0621
jblankenship@fellerssnider.com

July 18, 2011

VIA E-MAIL

Ms. Tanya Butler
Insured Aircraft Title Service, Inc.
4848 S.W. 36th Street
Oklahoma City, OK 73179

Re: Keystone (Sikorsky) S-76C Helicopter,
U.S. Registration No. N722JE
MSN 760750

Dear Tanya:

Pursuant to our telephone conference this afternoon, attached is a copy of the Aircraft Purchase Agreement dated as of July 18, 2011, entered into between our client, ASI Wings, LLC, as Purchaser, and Freedom Air International, Inc., as Seller (the "Agreement"). As you know, your Company is holding in escrow the deposit of $100,000.00 described in Section 1(a) of the Agreement.

The duties of your Company, as Escrow Agent, are set forth in various provisions of the Agreement, including, without limitation, the provisions of Sections 1.1, 5 and 6 thereof.

Please cause the Agreement to be executed on behalf of Insured Aircraft Title Services, Inc. on page 14 and forward me a pdf copy of that page as dated and executed.

If you or others should have any questions regarding the above or the attachment, please let me know. Thank you for your assistance and cooperation.

Sincerely,

Jap W. Blankenship
For the Firm

JWB:nv:569864:00136
Attachment

100 NORTH BROADWAY, SUITE 1700
OKLAHOMA CITY, OKLAHOMA 73102-8820
www.fellerssnider.com
TELEPHONE 405.232.0621 ■ FAX 405.232.9659

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SDNY_GM_02774291
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260931
EFTA01339559

xc: Ms. Coreen Marcroft (copy of letter and Aircraft Purchase Agreement via e-mail)
Mr. Todd Osgood (copy of letter and Aircraft Purchase Agreement via e-mail)
Darren Indyke, Esq. (copy of letter and Aircraft Purchase Agreement via e-mail)
Anthony Dennis, Esq. (copy of letter and Aircraft Purchase Agreement via e-mail)
Irena Damnjanoska, Esq.

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

AIRCRAFT PURCHASE AGREEMENT

THIS AIRCRAFT PURCHASE AGREEMENT (this "Agreement") is entered into as of July 18, 2011, by and between ASI WINGS, LLC, a Delaware limited liability company ("Purchaser"), whose address is 151 Farmington Avenue, Hartford, Connecticut 06156, and FREEDOM AIR INTERNATIONAL, INC., a Delaware corporation ("Seller"), whose address is 103 Foulk Road, Suite 202, Wilmington, Delaware 19803.

RECITATIONS:

Subject to the terms and conditions set forth in this Agreement, Seller desires to sell, transfer, and deliver to Purchaser, and Purchaser desires to purchase, one used Keystone (Sikorsky) S-76C helicopter (sometimes referred to as a S-76C++) bearing Manufacturer's Serial No. 760750 and U.S. Registration No. N722JE, with two (2) Turbomeca Arriel 2S2 engines bearing Manufacturer's Serial Nos. 42285 and 42286, together with all avionics, equipment (including loose equipment), systems, furnishings and accessories installed on, contained in or attached to said helicopter and engines, all as is more particularly described in Exhibit A and Exhibit A-1 attached hereto, and also including all airframe, engine and accessory logbooks, flight and operation manuals, maintenance and overhaul records, checklists, drawings, any issued FAA Form 337's, warranty documents, and all other records and paperwork relating to the above-described helicopter and engines in Seller's possession (collectively, the "Aircraft"); provided, that the term Aircraft as used herein does not include airframe maintenance manuals and airframe illustrated parts catalogs as the same are being retained by Seller.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the parties hereto agree as follows:

1. Purchase Price; Payment. Seller agrees to sell, and Purchaser agrees to purchase, the Aircraft for a total purchase price of Eleven Million Nine Hundred Thousand U.S. Dollars (US$11,900,000.00) (the "Purchase Price"), which shall be paid as follows:

(a) Purchaser has placed a deposit of One Hundred Thousand U.S. Dollars (US$100,000.00) (the "Deposit") with Insured Aircraft Title Service, Inc., Oklahoma City, Oklahoma, as escrow agent (the "Escrow Agent"), which Deposit shall be held in escrow and disbursed at the Closing (as hereinafter defined and described) pursuant to the conditions and requirements set forth in this Agreement; and

(b) The balance of the Purchase Price in the amount of Eleven Million Eight Hundred Thousand U.S. Dollars (US$11,800,000.00) (the "Purchase Price Balance") shall be paid at the Closing, said Purchase Price Balance to be wire transferred prior to the Closing into the Special Escrow Account (as defined below) of the Escrow Agent for its disbursement to Seller at the Closing upon the satisfaction of the conditions and requirements set forth in this Agreement.

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

1.1 Establishment of Special Escrow Account. The Deposit has been wire transferred to the general escrow account of Escrow Agent maintained at International Bank of Commerce, 3817 N.W. Expressway, Suite 100, Oklahoma City, Oklahoma 73112. Upon the execution of this Agreement, the Escrow Agent shall promptly cause the Deposit to be transferred to, and maintained in, a special escrow account at said Bank created and maintained solely and exclusively for the purpose of this transaction (the "Special Escrow Account"); and Escrow Agent shall thereupon provide Seller and Purchaser with the number of the Special Escrow Account and any other information pertinent thereto. The Deposit shall be held in escrow by Escrow Agent in the Special Escrow Account, and shall be refundable to Purchaser unless the same becomes nonrefundable in accordance with the express provisions of this Agreement. The Escrow Agent shall not place or hold any funds in the Special Escrow Account except for the funds received in connection with this transaction (namely, the Deposit and the Purchase Price Balance).

2. Condition of the Aircraft.

(a) At the time of Seller's delivery of the Aircraft at the Closing, the Aircraft shall be in the following condition (the "Delivery Condition"):

(i) The Aircraft shall be in an airworthy condition, with a current and valid U.S. Certificate of Airworthiness, and with all systems, components, installed equipment, and engines in operating condition and functioning in accordance with manufacturer's specifications.

(ii) The Aircraft shall be current on the manufacturer's recommended maintenance program with all hourly and calendar inspections current through the date of delivery.

(iii) The Aircraft shall be in compliance with all applicable FAA Airworthiness Directives and Manufacturer's Mandatory Service Bulletins.

(iv) The Aircraft shall be free of damage history and corrosion except as otherwise disclosed on Exhibit B attached hereto.

(v) Title to the Aircraft shall be free and clear of all liens, claims and encumbrances at the time title is transferred at the Closing with Seller able to convey good and marketable title to the Aircraft.

(vi) The Aircraft shall have current, complete and continuous logbooks from the date of manufacture to the Closing Date, and with all manuals, data, technical records, task cards and information back-to-manufacturer on all life limited parts of the Aircraft.

(vii) The Aircraft shall conform to the specifications set forth on Exhibit A attached hereto.

(viii) The Aircraft shall be registered on the United States Civil Aviation

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SDNY_GM_02774294
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260934
EFTA01339562

Registry.

(ix) The Aircraft shall be in the same condition as it was upon completion of the Pre-Purchase Inspection and after the correction of any Inspection Discrepancies (as hereinafter defined).

3. Pre-Purchase Inspection.

(a) Purchaser, or its agent, shall have a right to perform a pre-purchase inspection of the Aircraft at the facility of Associated Aircraft Group, Inc. located in Poughkeepsie, New York, or, if not there, at another Sikorsky service center agreed upon by the parties in writing (the "Inspection Facility"). Seller, at Seller's sole cost and expense, shall position the Aircraft at the Inspection Facility no later than three (3) business days after this Agreement is executed by both Purchaser and Seller. Such pre-purchase inspection shall consist of a Sikorsky Airframe 100-hour Inspection and a Turbomeca Arriel 2S2 Engines 100-hour Inspection, an initial test flight of not more than two (2) hours duration, and such other inspections as may be requested by Purchaser and agreed to by Seller which are necessary to determine that the Aircraft is in the Delivery Condition required in Section 2 above (collectively, the "Pre-Purchase Inspection"). The Pre-Purchase Inspection shall commence within three (3) days after the Aircraft is positioned at the Inspection Facility. The costs of the Pre-Purchase Inspection and fuel costs for the test flight will be at Purchaser's expense.

(b) Upon completion of the Pre-Purchase Inspection, and the issuance of a written report thereof by the Inspection Facility to both Purchaser and Seller (the "Inspection Report"), Purchaser shall, in its sole discretion, accept or reject the Aircraft not later than three (3) business days after Purchaser's receipt of the Inspection Report from the Inspection Facility. The Inspection Report shall include written estimates of the costs to repair each of the discrepancies noted. Such acceptance or rejection shall be evidenced by Purchaser's completion and execution of a preliminary acceptance certificate in the form of that attached hereto as Exhibit C (the "Preliminary Acceptance Certificate").

(c) If, pursuant to subsection (b) above, Purchaser, in its sole discretion, rejects the Aircraft, Purchaser shall be responsible for and shall pay the costs of the Pre-Purchase Inspection and also Seller's fuel costs and pilot expense incurred in returning the Aircraft from the Inspection Facility to Seller's home base (unless Purchaser rejects the Aircraft due to the Aircraft's having any damage history other than the damage history, if any, disclosed on Exhibit B hereto, in which event Seller shall pay all of the foregoing costs), the Escrow Agent shall immediately refund, in full, the Deposit to Purchaser, this Agreement shall terminate and neither party shall have any further liability or obligation to the other.

(d) If Purchaser accepts the Aircraft, as evidenced by Purchaser's execution and delivery of the Preliminary Acceptance Certificate to both Escrow Agent and Seller, the Deposit shall become nonrefundable to Purchaser except as provided in Section 10(b) below and subject to Seller's causing to be corrected at Seller's sole cost and expense at the Inspection Facility, or such other facility as shall be approved in writing by both Purchaser and Seller, all discrepancies identified in the Inspection Report (the "Inspection Discrepancies") that must be corrected in order

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EFTA_00260935
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for Seller to deliver the Aircraft to Purchaser at the Closing (as hereinafter defined) in the Delivery Condition prescribed in Section 2 above. Seller agrees in such event to cause such Inspection Discrepancies to be so corrected in accordance herewith on or before the Completion Deadline (as hereinafter defined), at Seller's sole cost and expense. As used herein, the Completion Deadline shall mean within ten (10) business days after Seller's receipt of an executed Preliminary Acceptance Certificate from Purchaser (as such deadline may be extended by Purchaser from time-to-time by written notice to Seller).

(e) Upon completion of the work required as reflected in the Inspection Report, if any, Purchaser shall have the right, at its expense, to require an additional test flight of the Aircraft, with a duration not to exceed two (2) hours, to determine if the Inspection Discrepancies identified in the Inspection Report have been corrected.

4. International Registry. At least five (5) days prior to the Closing, Seller and Purchaser shall have each, at their own expense, obtained approval on the International Registry at https://www.internationalregistry.aero to be a Transacting User Entity and such approvals shall be a condition for closing. Prior to the Closing, Seller and Purchaser shall each designate the Escrow Agent as Seller's and Purchaser's Professional User Entity for purposes of requesting and providing consent to the registration of a searchable Contract of Sale (which is the parlance of the International Registry for a Bill of Sale) evidencing the transfer of title to the airframe and the two (2) engines of the Aircraft from Seller to Purchaser.

5. Closing and Delivery.

(a) The closing of this transaction ("the Closing") and delivery of the Aircraft to Purchaser shall take place at Purchaser's hanger facility at Brainard Airport in Hartford, Connecticut or at such other place as the parties may subsequently agree upon in writing ("the Closing Place"), within three (3) business days after the Completion Deadline, but in no event later than August 31, 2011, unless the parties subsequently agree upon a later date in writing ("the Closing Date"). Seller and Purchaser hereby acknowledge that the passing of title, possession and delivery of the Aircraft shall take place within the state in which the Closing Place is located. The fuel costs and the expenses of Seller's flight crew in flying the Aircraft from the Inspection Facility to the Closing Place shall be borne by Purchaser.

(b) Prior to the Closing, the following deliveries shall be made to the Escrow Agent by the responsible party indicated:

(i) At least two (2) days prior to the Closing Date, Seller shall deliver the following to Escrow Agent:

(A) A Warranty Bill of Sale in the form attached hereto as Exhibit D transferring title to the Aircraft to Purchaser duly executed by an officer or manager of Seller, with his or her title shown, but undated (the "Warranty Bill of Sale"); and

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EFTA01339564

(B) All releases of liens, terminations or other documents which may be necessary to enable Seller to transfer good and marketable title to the Aircraft to Purchaser free and clear of all liens, claims and encumbrances (the "Curative Documents").

(ii) On or before the Closing Date, Purchaser shall deliver or cause to be delivered to Escrow Agent the following:

(A) The Purchase Price Balance, which Purchase Price Balance shall be wire transferred into the Special Escrow Account of Escrow Agent in accordance with wire transfer instructions to be provided to Purchaser by Escrow Agent prior to the Closing Date; and

(B) An Application for Aircraft Registration (AC Form 8050-1) covering the airframe of the Aircraft duly executed by Purchaser but undated (the "Application for Registration").

(iii) In addition to the documents described above, Seller and/or Purchaser may deliver or cause to be delivered to Escrow Agent such other documents and with such instructions as may be subsequently agreed upon in writing by the parties hereto and the Escrow Agent.

The documents described in subparagraphs (i), (ii) and (iii) of this paragraph 5(b) are hereinafter referred to collectively as the "Escrow Documents".

(c) Prior to the Closing Date, each of Seller, Purchaser and Escrow Agent shall notify each of the others in writing (either by correspondence, fax or e-mail) of the name or names and telephone number of each representative of the respective parties which is to participate in the conference call to be conducted in connection with the Closing (hereinafter the "Closing Conference Call"). The Closing Conference Call shall be originated by Purchaser on the Closing Date at on or about 10:00 a.m., U.S. Central Daylight Time, so as to complete the Closing, including the filing of the Escrow Documents with the FAA Registry in Oklahoma City, Oklahoma, prior to the closing of that office on the Closing Date.

(d) At the Closing, and after the representatives of each of Seller, Purchaser and Escrow Agent have each announced their attendance on the Closing Conference Call, then the following shall occur:

(i) If (A) the records of the FAA then reflect that Seller is the record owner of the airframe of the Aircraft and that said airframe and the two (2) engines of the Aircraft are free and clear of all recorded liens, claims and encumbrances (or will be upon the filing of the Curative Documents held by the Escrow Agent), (B) the records of the International Registry do not reflect the registration of any liens, claims or encumbrances against the airframe of the Aircraft or against the two (2) engines, and there are no registrations on the International Registry reflecting ownership of the airframe of the Aircraft or of either of the engines in the name of

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EFTA01339565

any third party, (C) Escrow Agent has not otherwise received notice of any other lien, claim or encumbrance asserted by any third party with respect to the Aircraft, and (D) Escrow Agent has received all of the items required to close the S-76C+ Agreement [as described in Section 12(p) below] immediately following the Closing of this Agreement, then Escrow Agent shall so advise the participants on the Closing Conference Call and then, but only then, Escrow Agent shall immediately wire the Purchase Price to Seller in accordance with wire transfer instructions which shall be provided to Escrow Agent by Seller prior to the Closing Date. As promptly as possible, Escrow Agent shall obtain and provide the participants with the Federal Reference Number for said wire and, immediately thereafter, Escrow Agent shall file the Warranty Bill of Sale and any other necessary Escrow Documents with the FAA Registry for recordation and, upon doing so, shall then notify each of the participants on the Closing Conference Call of the time of filing of each such Escrow Document. Immediately following the above, the following shall occur at the Closing Place:

(A) Seller's representative shall deliver possession of the Aircraft to Purchaser; and

(B) Purchaser shall execute and deliver to Seller a Delivery Receipt in the form attached hereto as Exhibit E.

(ii) Immediately following the above, the Escrow Agent, as the Professional User Entity for each of Seller and Purchaser, shall electronically initiate and consent to the registrations with the International Registry of the interests created by the Warranty Bill of Sale (the same being referred to as a contract of sale for purposes of the International Registry) with respect to the airframe of the Aircraft and each of the two (2) engines.

(e) Following completion of the Closing as prescribed above, Escrow Agent shall mail the Warranty Bill of Sale to the address specified by Purchaser.

(f) If all of the conditions and requirements specified in this Section 5 are not satisfied on or before August 31, 2011 (or such later date as Seller and Purchaser may agree upon in writing and provide to Escrow Agent), then Escrow Agent shall do the following:

(i) The Escrow Documents shall be returned by Escrow Agent to Seller, and any other documents which may be held by Escrow Agent on behalf of Purchaser shall be returned to Purchaser;

(ii) If earlier received by Escrow Agent, the Balance of the Purchase Price shall be returned to Purchaser, or in accordance with Purchaser's instructions to Escrow Agent; and

(iii) Escrow Agent shall retain the Deposit until Seller and Purchaser furnish Escrow Agent with a written agreement which gives Escrow Agent instructions for payment of said funds or, if Escrow Agent is not furnished with such

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SDNY_GM_02774298

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a written agreement, Escrow Agent shall retain the Deposit until Escrow Agent is ordered to pay said funds in accordance with the final order of a court of competent jurisdiction.

(g) The escrow requirements and procedures set forth in this Section 5 shall be subject to such reasonable modifications as may be required by any lender to Seller or Purchaser, or by any holder of a lien upon the Aircraft, and which are subsequently agreed upon by the parties hereto and the Escrow Agent.

6. Fee of Escrow Agent. The fee of the Escrow Agent (which fee also includes any out-of-pocket expenses incurred by the Escrow Agent) for performing its duties specified herein shall be in the amount of $7,805.00 and shall be borne equally by Purchaser and Seller. Their respective portions of said fee shall be paid by them to the Escrow Agent as and when required by the Escrow Agent. In addition to its duties specified above, the duties of the Escrow Agent shall also include (a) delivering a written preliminary title and lien report and also a written post-closing title and lien report to each of Purchaser and Seller, and (b) as Seller's and Purchaser's Professional User Entity, making registrations with the International Registry of the Warranty Bill of Sale (Contract of Sale in the parlance of the International Registry) with respect to the transfer of title to the airframe of the Aircraft and the two (2) engines of the Aircraft from the Seller to the Purchaser, and obtaining and providing Seller and Purchaser with post-closing Priority Search Certificates issued by the International Registry with respect to the airframe of the Aircraft and the two (2) engines.

7. Taxes.

(a) Seller warrants that there are no outstanding or delinquent taxes or duties attributable to the Aircraft as of the Closing Date. Seller shall be responsible for and shall pay, or reimburse Purchaser for, any and all sales, excise, gross receipts, use, personal property, transfer or similar taxes, assessments or duties, including interest or penalties imposed thereon, and any costs incurred in defense of the nonpayment thereof, including reasonable attorney's fees and expenses, arising out of, or incurred in connection with the use, ownership, possession, maintenance or operation of the Aircraft prior to the Closing including, without limitation, any income, capital gains or other similar taxes based on the income of Seller or personal property or other similar taxes assessed or based upon Seller's ownership or use of the Aircraft.

(b) Purchaser shall be responsible for and shall pay, or reimburse Seller for, any and all sales, excise, gross receipts, use, personal property, transfer or similar taxes, assessments or duties including interest or penalties imposed thereon and any costs incurred in defense of the nonpayment thereof, including reasonable attorney's fees and expenses, arising out of, or incurred in connection with, the sale and delivery of the Aircraft to Purchaser or the use, ownership, possession, maintenance or operation of the Aircraft after the Closing, but specifically excluding any income, capital gains or other similar taxes based on the income of Seller or personal property or other similar taxes assessed or based upon Seller's ownership or use of the Aircraft prior to the Closing.

(c) The provisions of this Section 7 shall survive Closing.

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EFTA_00260939

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8. Seller's Representations and Warranties. Seller hereby represents and warrants to (or where so stated, Seller agrees in favor of) Purchaser as follows, which representations and warranties (or agreements) shall survive the Closing:

(a) To the best of Seller's knowledge, all log books, maintenance records and other records delivered or to be delivered to Purchaser, and the entries therein, are true, correct, complete and up to date.

(b) All existing and unexpired manufacturers' warranties and other warranties pertaining to the Aircraft and the Engines are in full force and effect, and to the extent they are assignable, are hereby assigned to Purchaser effective as of the completion of the Closing. Seller shall, at Seller's expense, use its reasonable efforts to assist Purchaser in maintaining continuity of the warranties for Purchaser's benefit. Seller shall, at the request of Purchaser, give written notice of each assignment to the relevant counterparty and use its reasonable efforts to procure acknowledgment of such notice and to obtain the counterparty's consent to such assignment.

(c) Seller has good and marketable title to the Aircraft and on the Closing Date Seller will convey to Purchaser good and marketable title to the Aircraft free and clear of any and all leases, liens, claims, rights to purchase and encumbrances of any kind or nature.

(d) Seller is duly organized, existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement, to transfer title of the Aircraft to Purchaser, and to perform all of the other actions contemplated hereby, and this Agreement does not conflict with, result in a breach of, constitute a default under or result in the creation of a lien or encumbrance under, any other agreement or instrument to which Seller is a party.

(e) Seller has paid all charges, invoices, statements, taxes, duties and penalties with respect to the Aircraft incurred on or before the Closing, and Seller hereby indemnifies Purchaser from any such charges or expenses.

(f) There are no judgments, actions, suits, claims or legal, administrative, arbitration or other proceedings or governmental investigations or examinations pending or threatened or injunctions or orders entered, pending or threatened against Seller or its members or managers or its business, property or assets, at law or in equity, before or by any federal, state, municipal or other governmental department, court, commission, board, bureau, agency or instrumentality, domestic or foreign, to restrain or prohibit the consummation of the transaction contemplated hereby or to obtain damages which if decided adversely would adversely affect the ability of Seller to consummate the transaction provided for in this Agreement.

9. LIMITATION OF WARRANTIES. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLER SET FORTH IN SECTION 8, ELSEWHERE IN THIS AGREEMENT OR IN THE WARRANTY BILL OF SALE (THE "EXPRESS CONTRACT WARRANTIES"), THE AIRCRAFT AND EACH PART THEREOF IS BEING SOLD TO PURCHASER HEREUNDER IN ITS "AS IS, WHERE IS" CONDITION AND "WITH ALL FAULTS" EFFECTIVE AT THE CLOSING. EXCEPT FOR THE EXPRESS

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SDNY_GM_02774300
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EFTA01339568

CONTRACT WARRANTIES, NEITHER SELLER NOR ITS AGENTS, REPRESENTATIVES OR EMPLOYEES MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER TO PURCHASER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMER OF REPRESENTATIONS AND WARRANTIES, THERE IS (I) NO WARRANTY BY SELLER, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES AS TO THE AIRWORTHINESS OR PHYSICAL CONDITION OF THE AIRCRAFT, (II) NO IMPLIED WARRANTY BY SELLER, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE AIRCRAFT, (III) NO IMPLIED WARRANTY BY SELLER, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, AND (IV) NO WARRANTY BY SELLER, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES AGAINST PATENT INFRINGEMENT OR THE LIKE. IN NO EVENT SHALL EITHER PARTY HERETO BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND.

10. Breaches and Remedies.

(a) Failure by Purchaser to pay the Purchase Price at Closing in accordance with this Agreement, or any other failure or refusal by Purchaser to perform any of its obligations under this Agreement, or any material misrepresentation by Purchaser pursuant to this Agreement, as a result of which Closing does not take place, shall, upon the actual or offered performance by Seller of all its obligations, constitute a breach of this Agreement by Purchaser and the parties hereto expressly agree that in the event of such breach, the Deposit shall be forfeited by Purchaser, and the Deposit shall be distributed by Escrow Agent to Seller as liquidated damages and as its sole and exclusive remedy, all other remedies, including but not limited to incidental and consequential damages, being hereby WAIVED by Seller. Purchaser and Seller hereby agree that actual damages, if any, to Seller would be speculative and difficult to ascertain, and the Deposit shall serve as complete liquidated damages to Seller, and that the Deposit amount is a reasonable forecast of Seller's actual damages in such event, and Purchaser shall have no further or other liability in connection herewith. The limitation of Seller's remedies as set forth in this Section 10(a) shall not be construed to limit or otherwise adversely affect Seller's post-closing remedies, should the Closing occur, for breach of any express warranties by Purchaser set forth in this Agreement or the breach of any post-closing obligations of Purchaser set forth in this Agreement.

(b) Failure by Seller to deliver the Aircraft in the condition required by this Agreement, the Warranty Bill of Sale or any other Closing documents required hereby, or any other failure or refusal by Seller to perform any of its obligations under this Agreement, or any material misrepresentation by Seller pursuant to this Agreement, as a result of which Closing does not take place, shall, upon the actual or offered performance by Purchaser of all of its obligations, constitute a breach of this Agreement by Seller. The parties hereto expressly agree that in the event of such breach, Purchaser shall be entitled to the immediate return of the Deposit and Seller also shall pay Purchaser the sum of US$100,000 as liquidated damages and as Purchaser's sole and exclusive remedy, all other remedies, including but not limited to incidental and consequential damages, being hereby WAIVED by Purchaser. Purchaser and Seller hereby agree that actual damages, if any, to Purchaser would be speculative and difficult to ascertain, and that said sum of US$100,000 shall serve as complete liquidated damages to Purchaser, and that said sum of US$100,000 is a reasonable

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forecast of Purchaser's actual damages in such event, and Seller shall have no further or other liability in connection with such breach. The limitation of Purchaser's remedies as set forth in this Section 10(b) shall not be construed to limit or otherwise adversely affect Purchaser's post-closing remedies, should the Closing occur, for breach of Seller's title warranties and other Express Contract Warranties or the breach of any post-closing obligations of Purchaser set forth in this Agreement.

(c) If either party hereto commences a legal proceeding to enforce any of the terms of this Agreement, the prevailing party in such action shall also have the right to recover reasonable attorneys' fees and costs from the other party to be fixed by the court in the same action, notwithstanding the limitations in Sections 10(a) and 10(b) above.

11. Performance, Force Majeure and Risk of Loss.

(a) In the event that the Aircraft is destroyed or damaged prior to the Closing Date, this Agreement may be terminated in its entirety by either party without liability to the other party, except that the Deposit shall be promptly refunded to Purchaser.

(b) Neither Seller nor Purchaser shall be responsible for any delay beyond the Closing Date due to any cause beyond its control, including but not limited to the following causes: civil wars, insurrections, strikes, riots, fires, floods, explosions, earthquakes, any act of government or governmental priorities, allocations, regulation, or orders affecting materials, act of God, or the public enemy, failure of transportation, epidemics, or labor trouble causing slowdown or interruption of work.

(c) Exclusive care, custody and control of the Aircraft and all risks of loss, damage or destruction to the Aircraft and any other property sold hereunder from any cause whatsoever, including but without limiting the generality of the foregoing, risks of damage to or loss or destruction of the Aircraft and liability to third parties for property damages, personal injury or death, shall pass to and be assumed by Purchaser upon the filing of the Warranty Bill of Sale with the FAA and delivery of the Aircraft to Purchaser in accordance with the provisions of this Agreement. Upon delivery of the Aircraft in accordance with the provisions of this Agreement, Purchaser shall assume and, effective as of the completion of the Closing, hereby assumes, all responsibility in connection with the Aircraft and all risks incident to ownership, maintenance, repair, use and modification thereof.

12. Other Matters.

(a) Neither party hereto may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party. Notwithstanding the preceding sentence, both parties hereto reserve the right to assign this Agreement to a third party in order to qualify this transaction as part of a like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended and Revenue Procedure 2000-37. Such assignment, however, shall not release the assigning party from its obligations to perform hereunder. The non-assigning party agrees to cooperate with the assigning party to effect such transaction with no additional costs to the non-assigning party.

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IN WITNESS WHEREOF, the parties to this Aircraft Purchase Agreement have caused it to be executed by their duly authorized representatives.

SELLER:

FREEDOM AIR INTERNATIONAL, INC.

By: Darren K. Indyke
Name: Darren K. Indyke
Title: Vice President

PURCHASER:

ASI WINGS, LLC

By: Aetna Inc., Managing Member

By:_____
Name:_____
Title:_____

INSURED AIRCRAFT TITLE SERVICE, INC., hereby acknowledges receipt of the Deposit in the amount of $100,000.00 USD and an executed copy of this Aircraft Purchase Agreement, and agrees to hold and dispose of the Deposit and, if received by it, the Purchase Price Balance and to perform the other duties specified in the various provisions of this Agreement in accordance with said provisions, including without limitation the provisions of Sections 1.1, 5 and 6 thereof.

Dated this 19th day of July, 2011.

INSURED AIRCRAFT TITLE SERVICE, INC.

By: Joan F. Roberts
Name: Joan Roberts
Title: Vice President

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SDNY_GM_02774303
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IN WITNESS WHEREOF, the parties to this Aircraft Purchase Agreement have caused it to be executed by their duly authorized representatives.

SELLER:

FREEDOM AIR INTERNATIONAL, INC.

By:_____
Name:_____
Title:_____

PURCHASER:

ASI WINGS, LLC

By: Aetna Inc., Managing Member

By:_____
Name: Judith H. Jones
Title: Vice President and Corp. Secretary

INSURED AIRCRAFT TITLE SERVICE, INC., hereby acknowledges receipt of the Deposit in the amount of $100,000.00 USD and an executed copy of this Aircraft Purchase Agreement, and agrees to hold and dispose of the Deposit and, if received by it, the Purchase Price Balance and to perform the other duties specified in the various provisions of this Agreement in accordance with said provisions, including without limitation the provisions of Sections 1.1, 5 and 6 thereof.

Dated this 14th day of July, 2011.

INSURED AIRCRAFT TITLE SERVICE, INC.

By:_____
Name: Joan Roberts
Title: Vice President

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(b) Each party hereto agrees to execute and deliver such additional documents and take such further actions as may be reasonably requested by the other party to fully effectuate and carry out the purposes of this Agreement.

(c) The provisions of this Agreement which by their terms are to be performed and observed after the Closing, and the several representations, warranties and agreements of the parties herein contained, shall survive the Closing.

(d) This Agreement sets forth the entire understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings relating to the subject matter hereof. No representation, promise, inducement or statement of intention has been made by either party which is not embodied in this Agreement, and neither party shall be bound by, or be liable for, any alleged representation, promise, inducement, or statement of intention not embodied herein.

(e) This Agreement may be executed in one or more counterparts, and all such counterparts shall constitute one and the same instrument.

(f) No modification or amendment of this Agreement shall be binding unless it is in writing and signed by each of the parties hereto.

(g) All notices required or permitted hereunder shall be in writing and, except as may otherwise be provided herein, shall be deemed to be given when delivered personally, or mailed by registered or certified mail, return receipt requested, postage prepaid, or sent by facsimile or e-mail addressed to the other party for whom it is intended at the address set forth below, or to such other address as may hereafter be designated in writing by a party to the other party:

If to Purchaser:

ASI Wings, LLC
151 Farmington Avenue, RT32
Hartford, CT 06156
Attn: Coreen L. Marcroft
Fax:
Email: [redacted]

with a copy to:

Anthony J. Dennis
Aetna Inc.
Law & Regulatory Affairs, RW61
151 Farmington Avenue
Hartford, CT 06156
Fax:
Email: [redacted]

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If to Seller:

Freedom Air International, Inc.
103 Foulk Road, Suite 202
Wilmington, Delaware 19803
Attn: Darren K. Indyke
Fax:
Email: [redacted]

with a copy to:

Darren K. Indyke
301 East 66th Street, 10B
New York, New York 10065
Fax:
Email: [redacted]

(h) Any signatures on this Agreement may be transmitted via facsimile or e-mail (in pdf format), which signatures shall be deemed originals for all purposes if transmitted in accordance with Section 12(g) above.

(i) Neither any failure nor any delay on the part of either party hereto in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial waiver or exercise of any right hereunder preclude any other future single or partial waiver or exercise of any right hereunder.

(j) The descriptive headings of the several sections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

(k) All terms, covenants and conditions contained herein are, and shall be, binding upon, and inure to the benefit of, the respective parties hereto and their respective legal representatives, successors and assigns.

(l) This Agreement shall be construed and enforced in accordance with the laws of the State of Connecticut, excluding its conflicts of laws rules, and, to the extent applicable, the laws of the United States of America.

(m) If any clause, provision or section of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable for any reason whatsoever, such invalidity or unenforceability shall not in itself affect the remaining clauses, provisions and sections hereof, so long as the rights or obligations of the parties shall not be materially and adversely affected thereby.

(n) All payments provided for in this Agreement are to be made in United States Dollars.

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(o) In connection with any litigation arising out of this Agreement, the prevailing party in such litigation shall be entitled to recover all costs incurred therein from the other party, including reasonable attorney's fees.

(p) The purchase of the Aircraft under this Agreement is conditioned upon the following:

(i) The simultaneous execution by the parties hereto of a separate aircraft purchase agreement wherein Purchaser herein, as seller, shall sell to Seller herein, as purchaser, that certain Sikorsky S-76C helicopter (sometimes referred to as a S-76C+) bearing Manufacturer's Serial No. 760472 and U.S. Registration No. N162AE for a purchase price of One Million Five Hundred Thousand U.S. Dollars (US$1,500,000.00) (the "S-76C+ Agreement); and

(ii) The satisfaction of all of the requirements set forth in the S-76C+ Agreement which are prerequisite to the closing of the S-76C+ Agreement on the same date as, and immediately following, the Closing provided for in this Agreement.

(q) The Aircraft currently bears the registration number set forth above, namely N722JE. Seller desires to retain said registration number for its own use and, accordingly, Purchaser agrees to file the appropriate documents required by §§47.15(d) and (f) of the Federal Aviation Regulations (14 C.F.R.) at the FAA within thirty (30) days of Closing to have the Aircraft re-registered with the FAA under a different registration number, with Purchaser paying all costs and expenses associated therewith, including, but not limited to, all filing fees and the cost of painting the new registration number on the Aircraft. Purchaser further agrees to execute such additional documents and take such further actions as may be reasonably required to release said registration number to Seller for the exclusive use of Seller. Purchaser shall promptly notify Seller after making the FAA filings required by this Section 12(q).

(Signature Blocks Appear on Following Pages)

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AIRCRAFT PURCHASE AGREEMENT

THIS AIRCRAFT PURCHASE AGREEMENT (this "Agreement") is entered into as of July 18, 2011, by and between ASI WINGS, LLC, a Delaware limited liability company ("Seller"), whose address is 151 Farmington Avenue, Hartford, Connecticut 06156, and FREEDOM AIR INTERNATIONAL, INC., a Delaware corporation ("Purchaser"), whose address is 103 Foulk Road, Suite 202, Wilmington, Delaware 19803.

RECITATIONS:

Subject to the terms and conditions set forth in this Agreement, Seller desires to sell, transfer, and deliver to Purchaser, and Purchaser desires to purchase, one used Sikorsky S-76C helicopter (sometimes referred to as a S-76C+) bearing Manufacturer's Serial No. 760472 and U.S. Registration No. N162AE, with two (2) Turbomeca Arriel 2S1 engines bearing Manufacturer's Serial Nos. 20040 and 20533TEC, together with all avionics, equipment (including loose equipment), systems, furnishings and accessories installed on, contained in or attached to said helicopter and engines, all as is more particularly described in Exhibit A and Exhibit A-1 attached hereto, and also including all airframe, engine and accessory logbooks, flight and operation manuals, maintenance and overhaul records, checklists, drawings, any issued FAA Form 337's, warranty documents, and all other records and paperwork relating to the above-described helicopter and engines in Seller's possession (collectively, the "Aircraft"); provided, that the term Aircraft as used herein does not include airframe maintenance manuals and airframe illustrated parts catalogs as the same are being retained by Seller.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the parties hereto agree as follows:

1. Purchase Price; Payment. Seller agrees to sell, and Purchaser agrees to purchase, the Aircraft for a total purchase price of One Million Five Hundred Thousand U.S. Dollars (US$1,500,000.00) (the "Purchase Price"), which shall be paid as follows:

(a) Purchaser has placed a deposit of One Hundred Thousand U.S. Dollars (US$100,000.00) (the "Deposit") with Insured Aircraft Title Service, Inc., Oklahoma City, Oklahoma, as escrow agent (the "Escrow Agent"), which Deposit shall be held in escrow and disbursed at the Closing (as hereinafter defined and described) pursuant to the conditions and requirements set forth in this Agreement; and

(b) The balance of the Purchase Price in the amount of One Million Four Hundred Thousand U.S. Dollars (US$1,400,000.00) (the "Purchase Price Balance") shall be paid at the Closing, said Purchase Price Balance to be wire transferred prior to the Closing into the Special Escrow Account (as defined below) of the Escrow Agent for its disbursement to Seller at the Closing upon the satisfaction of the conditions and requirements set forth in this Agreement.

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1.1 Establishment of Special Escrow Account. The Deposit has been wire transferred to the general escrow account of Escrow Agent maintained at International Bank of Commerce, 3817 N.W. Expressway, Suite 100, Oklahoma City, Oklahoma 73112. Upon the execution of this Agreement, the Escrow Agent shall promptly cause the Deposit to be transferred to, and maintained in, a special escrow account at said Bank created and maintained solely and exclusively for the purpose of this transaction (the "Special Escrow Account"); and Escrow Agent shall thereupon provide Seller and Purchaser with the number of the Special Escrow Account and any other information pertinent thereto. The Deposit shall be held in escrow by Escrow Agent in the Special Escrow Account, and shall be refundable to Purchaser unless the same becomes nonrefundable in accordance with the express provisions of this Agreement. The Escrow Agent shall not place or hold any funds in the Special Escrow Account except for the funds received in connection with this transaction (namely, the Deposit and the Purchase Price Balance).

2. Condition of the Aircraft.

(a) At the time of Seller's delivery of the Aircraft at the Closing, the Aircraft shall be in the following condition (the "Delivery Condition"):

(i) The Aircraft shall be in an airworthy condition, with a current and valid U.S. Certificate of Airworthiness, and with all systems, components, installed equipment, and engines in operating condition and functioning in accordance with manufacturer's specifications.

(ii) The Aircraft shall be current on the manufacturer's recommended maintenance program with all hourly and calendar inspections current through the date of delivery.

(iii) The Aircraft shall be in compliance with all applicable FAA Airworthiness Directives and Manufacturer's Mandatory Service Bulletins.

(iv) The Aircraft shall be free of damage history and corrosion except as otherwise disclosed on Exhibit B attached hereto.

(v) Title to the Aircraft shall be free and clear of all liens, claims and encumbrances at the time title is transferred at the Closing with Seller able to convey good and marketable title to the Aircraft.

(vi) The Aircraft shall have current, complete and continuous logbooks from the date of manufacture to the Closing Date, and with all manuals, data, technical records, task cards and information back-to-manufacturer on all life limited parts of the Aircraft.

(vii) The Aircraft shall conform to the specifications set forth on Exhibit A attached hereto.

(viii) The Aircraft shall be registered on the United States Civil Aviation

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

(ix) The Aircraft shall be in the same condition as it was upon completion of the Pre-Purchase Inspection and after the correction of any Inspection Discrepancies (as hereinafter defined).

3. Pre-Purchase Inspection.

(a) Purchaser, or its agent, shall have a right to perform a pre-purchase inspection of the Aircraft at the facility of Associated Aircraft Group, Inc. located in Poughkeepsie, New York, or, if not there, at another Sikorsky service center agreed upon by the parties in writing (the "Inspection Facility"). Seller, at Seller's sole cost and expense, shall position the Aircraft at the Inspection Facility no later than three (3) business days after this Agreement is executed by both Purchaser and Seller. Such pre-purchase inspection shall consist of a Sikorsky Airframe 100-hour Inspection and a Turbomeca Arriel 2S1 Engines 100-hour Inspection, and will include, without limitation, a bore-scope examination of internal engines, an initial test flight of not more than two (2) hours duration, and such other inspections as may be requested by Purchaser and agreed to by Seller which are necessary to determine that the Aircraft is in the Delivery Condition required in Section 2 above (collectively, the "Pre-Purchase Inspection"). The Pre-Purchase Inspection shall commence within three (3) days after the Aircraft is positioned at the Inspection Facility. The costs of the Pre-Purchase Inspection and fuel costs for the test flight will be at Purchaser's expense.

(b) Upon completion of the Pre-Purchase Inspection, and the issuance of a written report thereof by the Inspection Facility to both Purchaser and Seller (the "Inspection Report"), Purchaser shall, in its sole discretion, accept or reject the Aircraft not later than three (3) business days after Purchaser's receipt of the Inspection Report from the Inspection Facility. The Inspection Report shall include written estimates of the costs to repair each of the discrepancies noted. Such acceptance or rejection shall be evidenced by Purchaser's completion and execution of a preliminary acceptance certificate in the form of that attached hereto as Exhibit C (the "Preliminary Acceptance Certificate").

(c) If, pursuant to subsection (b) above, Purchaser, in its sole discretion, rejects the Aircraft, Purchaser shall be responsible for and shall pay the costs of the Pre-Purchase Inspection and also Seller's fuel costs and pilot expense incurred in returning the Aircraft from the Inspection Facility to Seller's home base (unless Purchaser rejects the Aircraft due to the Aircraft's having any damage history other than the damage history, if any, disclosed on Exhibit B hereto, in which event Seller shall pay all of the foregoing costs), the Escrow Agent shall immediately refund, in full, the Deposit to Purchaser, this Agreement shall terminate and neither party shall have any further liability or obligation to the other.

(d) If Purchaser accepts the Aircraft, as evidenced by Purchaser's execution and delivery of the Preliminary Acceptance Certificate to both Escrow Agent and Seller, the Deposit shall become nonrefundable to Purchaser except as provided in Section 10(b) below and subject to Seller's causing to be corrected at Seller's sole cost and expense at the Inspection Facility, or such other facility as shall be approved in writing by both Purchaser and Seller, all discrepancies identified in the Inspection Report (the "Inspection Discrepancies") that must be corrected in order

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

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for Seller to deliver the Aircraft to Purchaser at the Closing (as hereinafter defined) in the Delivery Condition prescribed in Section 2 above. Seller agrees in such event to cause such Inspection Discrepancies to be so corrected in accordance herewith on or before the Completion Deadline (as hereinafter defined), at Seller's sole cost and expense. As used herein, the Completion Deadline shall mean within ten (10) business days after Seller's receipt of an executed Preliminary Acceptance Certificate from Purchaser (as such deadline may be extended by Purchaser from time-to-time by written notice to Seller).

(e) Upon completion of the work required as reflected in the Inspection Report, if any, Purchaser shall have the right, at its expense, to require an additional test flight of the Aircraft, with a duration not to exceed two (2) hours, to determine if the Inspection Discrepancies identified in the Inspection Report have been corrected.

4. International Registry. At least five (5) days prior to the Closing, Seller and Purchaser shall have each, at their own expense, obtained approval on the International Registry at https://www.internationalregistry.aero to be a Transacting User Entity and such approvals shall be a condition for closing. Prior to the Closing, Seller and Purchaser shall each designate the Escrow Agent as Seller's and Purchaser's Professional User Entity for purposes of requesting and providing consent to the registration of a searchable Contract of Sale (which is the parlance of the International Registry for a Bill of Sale) evidencing the transfer of title to the airframe and the two (2) engines of the Aircraft from Seller to Purchaser.

5. Closing and Delivery.

(a) The closing of this transaction ("the Closing") and delivery of the Aircraft to Purchaser shall take place at Seller's hanger facility at Brainard Airport in Hartford, Connecticut or at such other place as the parties may subsequently agree upon in writing ("the Closing Place"), within three (3) business days after the Completion Deadline, but in no event later than August 31, 2011, unless the parties subsequently agree upon a later date in writing ("the Closing Date"). Seller and Purchaser hereby acknowledge that the passing of title, possession and delivery of the Aircraft shall take place within the state in which the Closing Place is located. The fuel costs and the expenses of Seller's flight crew in flying the Aircraft from the Inspection Facility to the Closing Place shall be borne by Purchaser.

(b) Prior to the Closing, the following deliveries shall be made to the Escrow Agent by the responsible party indicated:

(i) At least two (2) days prior to the Closing Date, Seller shall deliver the following to Escrow Agent:

(A) A Warranty Bill of Sale in the form attached hereto as Exhibit D transferring title to the Aircraft to Purchaser duly executed by an officer or manager of Seller, with his or her title shown, but undated (the "Warranty Bill of Sale"); and

CONFIDENTIAL Subject to Protective Order IATS - 000206
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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
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(B) All releases of liens, terminations or other documents which may be necessary to enable Seller to transfer good and marketable title to the Aircraft to Purchaser free and clear of all liens, claims and encumbrances (the "Curative Documents").

(ii) On or before the Closing Date, Purchaser shall deliver or cause to be delivered to Escrow Agent the following:

(A) The Purchase Price Balance, which Purchase Price Balance shall be wire transferred into the Special Escrow Account of Escrow Agent in accordance with wire transfer instructions to be provided to Purchaser by Escrow Agent prior to the Closing Date; and

(B) An Application for Aircraft Registration (AC Form 8050-1) covering the airframe of the Aircraft duly executed by Purchaser but undated (the "Application for Registration").

(iii) In addition to the documents described above, Seller and/or Purchaser may deliver or cause to be delivered to Escrow Agent such other documents and with such instructions as may be subsequently agreed upon in writing by the parties hereto and the Escrow Agent.

The documents described in subparagraphs (i), (ii) and (iii) of this paragraph 5(b) are hereinafter referred to collectively as the "Escrow Documents".

(c) Prior to the Closing Date, each of Seller, Purchaser and Escrow Agent shall notify each of the others in writing (either by correspondence, fax or e-mail) of the name or names and telephone number of each representative of the respective parties which is to participate in the conference call to be conducted in connection with the Closing (hereinafter the "Closing Conference Call"). The Closing Conference Call shall be originated by Purchaser on the Closing Date at on or about 10:00 a.m., U.S. Central Daylight Time, so as to complete the Closing, including the filing of the Escrow Documents with the FAA Registry in Oklahoma City, Oklahoma, prior to the closing of that office on the Closing Date.

(d) At the Closing, and after the representatives of each of Seller, Purchaser and Escrow Agent have each announced their attendance on the Closing Conference Call, then the following shall occur:

(i) If (A) the records of the FAA then reflect that Seller is the record owner of the airframe of the Aircraft and that said airframe and the two (2) engines of the Aircraft are free and clear of all recorded liens, claims and encumbrances (or will be upon the filing of the Curative Documents held by the Escrow Agent), (B) the records of the International Registry do not reflect the registration of any liens, claims or encumbrances against the airframe of the Aircraft or against the two (2) engines, and there are no registrations on the International Registry reflecting ownership of the airframe of the Aircraft or of either of the engines in the name of

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any third party, (C) Escrow Agent has not otherwise received notice of any other lien, claim or encumbrance asserted by any third party with respect to the Aircraft, and (D) the closing of the S-76C++ Agreement [as described in Section 12(p) below] has previously been completed, then Escrow Agent shall so advise the participants on the Closing Conference Call and then, but only then, Escrow Agent shall immediately wire the Purchase Price to Seller in accordance with wire transfer instructions which shall be provided to Escrow Agent by Seller prior to the Closing Date. As promptly as possible, Escrow Agent shall obtain and provide the participants with the Federal Reference Number for said wire and, immediately thereafter, Escrow Agent shall file the Warranty Bill of Sale and any other necessary Escrow Documents with the FAA Registry for recordation and, upon doing so, shall then notify each of the participants on the Closing Conference Call of the time of filing of each such Escrow Document. Immediately following the above, the following shall occur at the Closing Place:

(A) Seller's representative shall deliver possession of the Aircraft to Purchaser; and

(B) Purchaser shall execute and deliver to Seller a Delivery Receipt in the form attached hereto as Exhibit E.

(ii) Immediately following the above, the Escrow Agent, as the Professional User Entity for each of Seller and Purchaser, shall electronically initiate and consent to the registrations with the International Registry of the interests created by the Warranty Bill of Sale (the same being referred to as a contract of sale for purposes of the International Registry) with respect to the airframe of the Aircraft and each of the two (2) engines.

(e) Following completion of the Closing as prescribed above, Escrow Agent shall mail the Warranty Bill of Sale to the address specified by Purchaser.

(f) If all of the conditions and requirements specified in this Section 5 are not satisfied on or before August 31, 2011 (or such later date as Seller and Purchaser may agree upon in writing and provide to Escrow Agent), then Escrow Agent shall do the following:

(i) The Escrow Documents shall be returned by Escrow Agent to Seller, and any other documents which may be held by Escrow Agent on behalf of Purchaser shall be returned to Purchaser;

(ii) If earlier received by Escrow Agent, the Balance of the Purchase Price shall be returned to Purchaser, or in accordance with Purchaser's instructions to Escrow Agent; and

(iii) Escrow Agent shall retain the Deposit until Seller and Purchaser furnish Escrow Agent with a written agreement which gives Escrow Agent instructions for payment of said funds or, if Escrow Agent is not furnished with such

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

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a written agreement, Escrow Agent shall retain the Deposit until Escrow Agent is ordered to pay said funds in accordance with the final order of a court of competent jurisdiction.

(g) The escrow requirements and procedures set forth in this Section 5 shall be subject to such reasonable modifications as may be required by any lender to Seller or Purchaser, or by any holder of a lien upon the Aircraft, and which are subsequently agreed upon by the parties hereto and the Escrow Agent.

6. Fee of Escrow Agent. The fee of the Escrow Agent (which fee also includes any out-of-pocket expenses incurred by the Escrow Agent) for performing its duties specified herein shall be in the amount of $2,085.00 and shall be borne equally by Purchaser and Seller. Their respective portions of said fee shall be paid by them to the Escrow Agent as and when required by the Escrow Agent. In addition to its duties specified above, the duties of the Escrow Agent shall also include (a) delivering a written preliminary title and lien report and also a written post-closing title and lien report to each of Purchaser and Seller, and (b) as Seller's and Purchaser's Professional User Entity, making registrations with the International Registry of the Warranty Bill of Sale (Contract of Sale in the parlance of the International Registry) with respect to the transfer of title to the airframe of the Aircraft and the two (2) engines of the Aircraft from the Seller to the Purchaser, and obtaining and providing Seller and Purchaser with post-closing Priority Search Certificates issued by the International Registry with respect to the airframe of the Aircraft and the two (2) engines.

7. Taxes.

(a) Seller warrants that there are no outstanding or delinquent taxes or duties attributable to the Aircraft as of the Closing Date. Seller shall be responsible for and shall pay, or reimburse Purchaser for, any and all sales, excise, gross receipts, use, personal property, transfer or similar taxes, assessments or duties, including interest or penalties imposed thereon, and any costs incurred in defense of the nonpayment thereof, including reasonable attorney's fees and expenses, arising out of, or incurred in connection with the use, ownership, possession, maintenance or operation of the Aircraft prior to the Closing including, without limitation, any income, capital gains or other similar taxes based on the income of Seller or personal property or other similar taxes assessed or based upon Seller's ownership or use of the Aircraft.

(b) Purchaser shall be responsible for and shall pay, or reimburse Seller for, any and all sales, excise, gross receipts, use, personal property, transfer or similar taxes, assessments or duties including interest or penalties imposed thereon and any costs incurred in defense of the nonpayment thereof, including reasonable attorney's fees and expenses, arising out of, or incurred in connection with, the sale and delivery of the Aircraft to Purchaser or the use, ownership, possession, maintenance or operation of the Aircraft after the Closing, but specifically excluding any income, capital gains or other similar taxes based on the income of Seller or personal property or other similar taxes assessed or based upon Seller's ownership or use of the Aircraft prior to the Closing.

(c) The provisions of this Section 7 shall survive Closing.

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

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8. Seller's Representations and Warranties. Seller hereby represents and warrants to (or where so stated, Seller agrees in favor of) Purchaser as follows, which representations and warranties (or agreements) shall survive the Closing:

(a) To the best of Seller's knowledge, all log books, maintenance records and other records delivered or to be delivered to Purchaser, and the entries therein, are true, correct, complete and up to date.

(b) All existing and unexpired manufacturers' warranties and other warranties pertaining to the Aircraft and the Engines are in full force and effect, and to the extent they are assignable, are hereby assigned to Purchaser effective as of the completion of the Closing. Seller shall, at Seller's expense, use its reasonable efforts to assist Purchaser in maintaining continuity of the warranties for Purchaser's benefit. Seller shall, at the request of Purchaser, give written notice of each assignment to the relevant counterparty and use its reasonable efforts to procure acknowledgment of such notice and to obtain the counterparty's consent to such assignment.

(c) Seller has good and marketable title to the Aircraft and on the Closing Date Seller will convey to Purchaser good and marketable title to the Aircraft free and clear of any and all leases, liens, claims, rights to purchase and encumbrances of any kind or nature.

(d) Seller is duly organized, existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement, to transfer title of the Aircraft to Purchaser, and to perform all of the other actions contemplated hereby, and this Agreement does not conflict with, result in a breach of, constitute a default under or result in the creation of a lien or encumbrance under, any other agreement or instrument to which Seller is a party.

(e) Seller has paid all charges, invoices, statements, taxes, duties and penalties with respect to the Aircraft incurred on or before the Closing, and Seller hereby indemnifies Purchaser from any such charges or expenses.

(f) There are no judgments, actions, suits, claims or legal, administrative, arbitration or other proceedings or governmental investigations or examinations pending or threatened or injunctions or orders entered, pending or threatened against Seller or its members or managers or its business, property or assets, at law or in equity, before or by any federal, state, municipal or other governmental department, court, commission, board, bureau, agency or instrumentality, domestic or foreign, to restrain or prohibit the consummation of the transaction contemplated hereby or to obtain damages which if decided adversely would adversely affect the ability of Seller to consummate the transaction provided for in this Agreement.

9. LIMITATION OF WARRANTIES. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLER SET FORTH IN SECTION 8, ELSEWHERE IN THIS AGREEMENT OR IN THE WARRANTY BILL OF SALE (THE "EXPRESS CONTRACT WARRANTIES"), THE AIRCRAFT AND EACH PART THEREOF IS BEING SOLD TO PURCHASER HEREUNDER IN ITS "AS IS, WHERE IS" CONDITION AND "WITH ALL FAULTS" EFFECTIVE AT THE CLOSING. EXCEPT FOR THE EXPRESS

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
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CONTRACT WARRANTIES, NEITHER SELLER NOR ITS AGENTS, REPRESENTATIVES OR EMPLOYEES MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER TO PURCHASER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMER OF REPRESENTATIONS AND WARRANTIES, THERE IS (I) NO WARRANTY BY SELLER, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES AS TO THE AIRWORTHINESS OR PHYSICAL CONDITION OF THE AIRCRAFT, (II) NO IMPLIED WARRANTY BY SELLER, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE AIRCRAFT, (III) NO IMPLIED WARRANTY BY SELLER, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, AND (IV) NO WARRANTY BY SELLER, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES AGAINST PATENT INFRINGEMENT OR THE LIKE. IN NO EVENT SHALL EITHER PARTY HERETO BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND.

10. Breaches and Remedies.

(a) Failure by Purchaser to pay the Purchase Price at Closing in accordance with this Agreement, or any other failure or refusal by Purchaser to perform any of its obligations under this Agreement, or any material misrepresentation by Purchaser pursuant to this Agreement, as a result of which the Closing does not take place, shall, upon the actual or offered performance by Seller of all its obligations, constitute a breach of this Agreement by Purchaser and the parties hereto expressly agree that in the event of such breach, the Deposit shall be forfeited by Purchaser, and the Deposit shall be distributed by Escrow Agent to Seller as liquidated damages and as its sole and exclusive remedy, all other remedies, including but not limited to incidental and consequential damages, being hereby WAIVED by Seller. Purchaser and Seller hereby agree that actual damages, if any, to Seller would be speculative and difficult to ascertain, and the Deposit shall serve as complete liquidated damages to Seller, and that the Deposit amount is a reasonable forecast of Seller's actual damages in such event, and Purchaser shall have no further or other liability in connection herewith. The limitation of Seller's remedies as set forth in this Section 10(a) shall not be construed to limit or otherwise adversely affect Seller's post-closing remedies, should the Closing occur, for breach of any express warranties by Purchaser set forth in this Agreement or the breach of any post-closing obligations of Purchaser set forth in this Agreement.

(b) Failure by Seller to deliver the Aircraft in the condition required by this Agreement, the Warranty Bill of Sale or any other Closing documents required hereby, or any other failure or refusal by Seller to perform any of its obligations under this Agreement, or any material misrepresentation by Seller pursuant to this Agreement, as a result of which the Closing does not take place, shall, upon the actual or offered performance by Purchaser of all of its obligations, constitute a breach of this Agreement by Seller. The parties hereto expressly agree that in the event of such breach, Purchaser shall be entitled to the immediate return of the Deposit and Seller also shall pay Purchaser the sum of US$100,000 as liquidated damages and as Purchaser's sole and exclusive remedy, all other remedies, including but not limited to incidental and consequential damages, being hereby WAIVED by Purchaser. Purchaser and Seller hereby agree that actual damages, if any, to Purchaser would be speculative and difficult to ascertain, and that said sum of US$100,000 shall serve as complete liquidated damages to Purchaser, and that said sum of

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
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US$100,000 is a reasonable forecast of Purchaser's actual damages in such event, and Seller shall have no further or other liability in connection with such breach. The limitation of Purchaser's remedies as set forth in this Section 10(b) shall not be construed to limit or otherwise adversely affect Purchaser's post-closing remedies, should the Closing occur, for breach of Seller's title warranties and other Express Contract Warranties or the breach of any post-closing obligations of Purchaser set forth in this Agreement.

(c) If either party hereto commences a legal proceeding to enforce any of the terms of this Agreement, the prevailing party in such action shall also have the right to recover reasonable attorneys' fees and costs from the other party to be fixed by the court in the same action, notwithstanding the limitations in Sections 10(a) and 10(b) above.

11. Performance, Force Majeure and Risk of Loss.

(a) In the event that the Aircraft is destroyed or damaged prior to the Closing Date, this Agreement may be terminated in its entirety by either party without liability to the other party, except that the Deposit shall be promptly refunded to Purchaser.

(b) Neither Seller nor Purchaser shall be responsible for any delay beyond the Closing Date due to any cause beyond its control, including but not limited to the following causes: civil wars, insurrections, strikes, riots, fires, floods, explosions, earthquakes, any act of government or governmental priorities, allocations, regulation, or orders affecting materials, act of God, or the public enemy, failure of transportation, epidemics, or labor trouble causing slowdown or interruption of work.

(c) Exclusive care, custody and control of the Aircraft and all risks of loss, damage or destruction to the Aircraft and any other property sold hereunder from any cause whatsoever, including but without limiting the generality of the foregoing, risks of damage to or loss or destruction of the Aircraft and liability to third parties for property damages, personal injury or death, shall pass to and be assumed by Purchaser upon the filing of the Warranty Bill of Sale with the FAA and delivery of the Aircraft to Purchaser in accordance with the provisions of this Agreement. Upon delivery of the Aircraft in accordance with the provisions of this Agreement, Purchaser shall assume and, effective as of the completion of the Closing, hereby assumes, all responsibility in connection with the Aircraft and all risks incident to ownership, maintenance, repair, use and modification thereof.

12. Other Matters.

(a) Neither party hereto may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party. Notwithstanding the preceding sentence, both parties hereto reserve the right to assign this Agreement to a third party in order to qualify this transaction as part of a like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended and Revenue Procedure 2000-37. Such assignment, however, shall not release the assigning party from its obligations to perform hereunder. The non-assigning party agrees to cooperate with the assigning party to effect such transaction with no additional costs to the non-assigning party.

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
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(b) Each party hereto agrees to execute and deliver such additional documents and take such further actions as may be reasonably requested by the other party to fully effectuate and carry out the purposes of this Agreement.

(c) The provisions of this Agreement which by their terms are to be performed and observed after the Closing, and the several representations, warranties and agreements of the parties herein contained, shall survive the Closing.

(d) This Agreement sets forth the entire understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings relating to the subject matter hereof. No representation, promise, inducement or statement of intention has been made by either party which is not embodied in this Agreement, and neither party shall be bound by, or be liable for, any alleged representation, promise, inducement, or statement of intention not embodied herein.

(e) This Agreement may be executed in one or more counterparts, and all such counterparts shall constitute one and the same instrument.

(f) No modification or amendment of this Agreement shall be binding unless it is in writing and signed by each of the parties hereto.

(g) All notices required or permitted hereunder shall be in writing and, except as may otherwise be provided herein, shall be deemed to be given when delivered personally, or mailed by registered or certified mail, return receipt requested, postage prepaid, or sent by facsimile or e-mail addressed to the other party for whom it is intended at the address set forth below, or to such other address as may hereafter be designated in writing by a party to the other party:

If to Purchaser:

Freedom Air International, Inc.
103 Foulk Road, Suite 202
Wilmington, Delaware 19803
Attn: Darren K. Indyke
Fax:
Email: [redacted]

with a copy to:

Darren K. Indyke
301 East 66th Street, 10B
New York, New York 10065
Fax:
Email: [redacted]

CONFIDENTIAL Subject to Protective Order IATS - 000213
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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
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If to Seller:

ASI Wings, LLC
151 Farmington Avenue, RT32
Hartford, CT 06156
Attn: Coreen L. Marcroft
Fax:
Email: [redacted]

with a copy to:

Anthony J. Dennis
Aetna Inc.
Law & Regulatory Affairs, RW61
151 Farmington Avenue
Hartford, CT 06156
Fax:
Email: [redacted]

(h) Any signatures on this Agreement may be transmitted via facsimile or e-mail (in pdf format), which signatures shall be deemed originals for all purposes if transmitted in accordance with Section 12(g) above.

(i) Neither any failure nor any delay on the part of either party hereto in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial waiver or exercise of any right hereunder preclude any other future single or partial waiver or exercise of any right hereunder.

(j) The descriptive headings of the several sections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

(k) All terms, covenants and conditions contained herein are, and shall be, binding upon, and inure to the benefit of, the respective parties hereto and their respective legal representatives, successors and assigns.

(l) This Agreement shall be construed and enforced in accordance with the laws of the State of Connecticut, excluding its conflicts of laws rules, and, to the extent applicable, the laws of the United States of America.

(m) If any clause, provision or section of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable for any reason whatsoever, such invalidity or unenforceability shall not in itself affect the remaining clauses, provisions and sections hereof, so long as the rights or obligations of the parties shall not be materially and adversely affected thereby.

CONFIDENTIAL Subject to Protective Order IATS - 000214
SDNY_GM_02774319
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260959
EFTA01339587

(n) All payments provided for in this Agreement are to be made in United States Dollars.

(o) In connection with any litigation arising out of this Agreement, the prevailing party in such litigation shall be entitled to recover all costs incurred therein from the other party, including reasonable attorney's fees.

(p) The purchase of the Aircraft under this Agreement is conditioned upon the following:

(i) The simultaneous execution by the parties hereto of a separate aircraft purchase agreement wherein Purchaser herein, as seller, shall sell to Seller herein, as purchaser, that certain Keystone (Sikorsky) S-76C helicopter (sometimes referred to as a S-76C++) bearing Manufacturer's Serial No. 760750 and U.S. Registration No. N722JE for a purchase price of Eleven Million Nine Hundred Thousand U.S. Dollars (US$11,900,000.00) (the "S-76C++ Agreement); and

(ii) The S-76C++ Agreement shall have closed prior to the Closing provided for in this Agreement.

(q) The Aircraft currently bears the registration number set forth above, namely N162AE. Seller desires to retain said registration number for its own use and, accordingly, Purchaser agrees to file the appropriate documents required by §§47.15(d) and (f) of the Federal Aviation Regulations (14 C.F.R.) at the FAA within thirty (30) days of Closing to have the Aircraft re-registered with the FAA under a different registration number, with Purchaser paying all costs and expenses associated therewith, including, but not limited to, all filing fees and the cost of painting the new registration number on the Aircraft. Purchaser further agrees to execute such additional documents and take such further actions as may be reasonably required to release said registration number to Seller for the exclusive use of Seller. Purchaser shall promptly notify Seller after making the FAA filings required by this Section 12(q).

(r) Seller represents and agrees that the main, intermediate and tail gearboxes of the Aircraft are enrolled, and through the Closing Date shall be paid up, in the Sikorsky Powertrain Assurance Program (the "Program"). Seller agrees, at no additional cost to Purchaser, to instruct and authorize Sikorsky Aircraft Corporation to cause said three (3) gearboxes of the Aircraft to continue to be enrolled in the Program, to Purchaser's Account, after the Closing of the sale of the Aircraft to Purchaser.

(Signature Blocks Appear on Following Pages)

CONFIDENTIAL Subject to Protective Order IATS - 000215

SDNY_GM_02774320

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

EFTA_00260960

EFTA01339588

IN WITNESS WHEREOF, the parties to this Aircraft Purchase Agreement have caused it to be executed by their duly authorized representatives.

PURCHASER:

FREEDOM AIR INTERNATIONAL, INC.

By: Darren K. Indyke
Name: Darren K. Indyke
Title: Vice President

SELLER:

ASI WINGS, LLC

By: Aetna Inc., Managing Member

By: _____
Name: _____
Title: _____

INSURED AIRCRAFT TITLE SERVICE, INC., hereby acknowledges receipt of the Deposit in the amount of $100,000.00 USD and an executed copy of this Aircraft Purchase Agreement, and agrees to hold and dispose of the Deposit and, if received by it, the Purchase Price Balance and to perform the other duties specified in the various provisions of this Agreement in accordance with said provisions, including without limitation the provisions of Sections 1.1, 5 and 6 thereof.

Dated this 19th day of July, 2011.

INSURED AIRCRAFT TITLE SERVICE, INC.

By: Joan F. Roberts
Name: Joan Roberts
Title: Vice President

569572:00136

CONFIDENTIAL Subject to Protective Order IATS - 000216
SDNY_GM_02774321
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260961
EFTA01339589

IN WITNESS WHEREOF, the parties to this Aircraft Purchase Agreement have caused it to be executed by their duly authorized representatives.

PURCHASER:

FREEDOM AIR INTERNATIONAL, INC.

By:_____
Name:_____
Title:_____

SELLER:

ASI WINGS, LLC

By: Aetna Inc., Managing Member

By:_____
Name: Judith H. Jones
Title: Vice President and Corp. Secretary

INSURED AIRCRAFT TITLE SERVICE, INC., hereby acknowledges receipt of the Deposit in the amount of $100,000.00 USD and an executed copy of this Aircraft Purchase Agreement, and agrees to hold and dispose of the Deposit and, if received by it, the Purchase Price Balance and to perform the other duties specified in the various provisions of this Agreement in accordance with said provisions, including without limitation the provisions of Sections 1.1, 5 and 6 thereof.

Dated this 19th day of July, 2011.

INSURED AIRCRAFT TITLE SERVICE, INC.

By:_____
Name: Joan Roberts
Title: Vice President

569572:00136

CONFIDENTIAL Subject to Protective Order IATS - 000217
SDNY_GM_02774322
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260962
EFTA01339590

EXHIBIT A

Sikorsky S76C+

N162AE - S/N 760472

TOTAL TIME: *(Times as of 09/23/2010)*

TTAF: 6806.9 hrs
MAIN GEARBOX: 2993.9 hrs TSO
LANDINGS: 14751
ENGINES: (2) Turbomeca Arriel 2S1 Engines.

	#1	#2
Serial Number:	20040	20533TEC
NEW:	5595.8	2268.4
Module 1 Next Due	6290 Eng. Hrs.	3500 Eng. Hrs.
Module 2 Next Due	8073 Eng. Hrs.	3367 Eng. Hrs.
Module 3 Next Due	6343 Eng. Hrs.	3367 Eng. Hrs.
Module 4 Next Due	6290 Eng. Hrs.	4500 Eng. Hrs.
Module 5 Next Due	8614 Eng. Hrs.	3500 Eng. Hrs.
CYCLES:		
	N1: 7133 N2: 5687	N1: 8374 N2: 8081
HMU	6220 Eng. Hrs.	2308 Eng. Hrs.

NOTE: Power Train is covered by: PAP

AVIONICS: Honeywell Primus II (package)
EFIS: Honeywell EDZ 756
COMMUNICATIONS: (2) RCZ 850
NAVIGATION: (2) RNZ 850
FLIGHT CONTROL SYSTEM / AUTOPILOT: (2) Honeywell SPZ 7600
RADAR: Honeywell PRIMUS 700
TRANSPONDER: (2) RCZ 850
AUTOMATIC DIRECTION FINDER: RNZ 850
DISTANCE MEASURING EQUIPMENT: RNZ 850
RADAR ALTIMETER: Honeywell AA-300
GLOBAL POSITIONING SYSTEM: UNS 1D
FLIGHT MANAGEMENT SYSTEM: UNS 1D
TRAFFIC COLLISION AVOIDANCE SYSTEM: Bendix TCAS-1 CAS 66
TERRAIN AWARENESS AND WARNING SYSTEM: N/A
ELT: Artex ELT-110-406HM
STORMSCOPE: Honeywell LSZ-860
COCKPIT VOICE RECORDER: Universal CVR-30A
ADDITIONAL AVIONICS:
Dual 375 VA KGS static inverters
Passenger Briefer HUCAB-2
ICG ICS 100 Flight Phone with passenger handset and dialer and pilot's PTA-12 dialer
BF Goodrich ADI 335D Standby ADI
Dual Digital Clocks: Davtron 877
Keith 21,000 BTU A/C System C4
Standby Altimeter/Airspeed Indicator

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

OTHER ITEMS:

Floats
Cocoon Noise Reduction
Upper and Lower Anti-collision Light System
Forward Facing Recognition Light System
Pulse Light System
Pilot Controlled Search Light
Two Door Speakers
Left and Right Cabin Boarding Steps
Tail Rotor Pedal Lubrication Kit
Engine and Gearbox Fuzz Burner Kit

WEIGHTS:

MAX TAKEOFF WEIGHT: 11,700 Lbs.
EMPTY WEIGHT: 8,257 Lbs.

***

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

EXHIBIT A-1

Loose Equipment

Sikorsky S-76C (sometimes referred to as a S-76C+)

Manufacturer's Serial No. 760472
N162AE

- Main rotor blade tie-downs (qty 4)
- Left and right intermediate gearbox plugs
- Left and right engine cowling air inlet plugs
- Left and right engine exhaust plugs
- Left and right engine inlet plugs
- Left and right main landing gear door covers
- Left and right horizontal stabilizer covers
- Left and right side fuselage maintenance covers
- Spare cabin carpet

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

EXHIBIT B

DAMAGE AND CORROSION HISTORY

To the best of Seller's knowledge, there is no damage history except the following:

- August 5, 1998: Bird strike to radome. Ring frame at station 35 repaired and radome replaced;
- November 13, 1998: Puncture inside right fuel cell. Aluminum honeycomb panel repaired with doubler bonded and riveted in place; and
- April 8, 2002: Bird strike to race car fairing. Replaced race car fairing, lateral servo pushrod, and number 2 engine.

To the best of Seller's knowledge, no corrosion has been noted.

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

EXHIBIT C

PRELIMINARY ACCEPTANCE CERTIFICATE

Sikorsky S-76C (sometimes referred to as a S-76C+)

Manufacturer's Serial No. 760472
N162AE

Pursuant to the Aircraft Purchase Agreement dated July _____, 2011 (the "Agreement") between ASI WINGS, LLC, a Delaware limited liability company ("Seller"), and FREEDOM AIR INTERNATIONAL, INC., a Delaware corporation ("Purchaser"), Purchaser hereby confirms that Purchaser has completed its Pre-Purchase Inspection of the Aircraft in accordance with the Agreement on the date written below, and Purchaser has (check one):

_____ Accepted the Aircraft as is.

_____ Accepted the Aircraft subject to Seller's repairing the discrepancies necessary for Seller to deliver the Aircraft to Purchaser in the condition required by Section 2 of the Agreement. Said discrepancies are itemized on the attachment to this Preliminary Acceptance Certificate.

_____ Rejected the Aircraft.

FREEDOM AIR INTERNATIONAL, INC.

By: _____
Name: _____
Title: _____
Date: _____

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

EXHIBIT D

WARRANTY BILL OF SALE

The undersigned, ("Seller"), is the owner of the full legal and beneficial title in and to that certain used Sikorsky S-76C helicopter (sometimes referred to as a S-76C+) bearing Manufacturer's Serial No. 760472 and U.S. Registration No. N162AE, with two (2) Turbomeca Arriel 2S1 engines bearing Manufacturer's Serial Nos. 20040 and 20533TEC, together with all avionics, equipment (including loose equipment), systems, furnishings and accessories installed on, contained in or attached to said helicopter and engines, all as is more particularly described in that certain Aircraft Purchase Agreement dated as of July _____, 2011, between Seller and Purchaser, and also including all airframe, engine and accessory logbooks, flight and operation manuals, maintenance and overhaul records, checklists, drawings, any issued FAA Form 337's, warranty documents, and all other records and paperwork relating to the above-described helicopter and engines in Seller's possession (collectively, the "Aircraft"); provided, that the term Aircraft as used herein does not include airframe maintenance manuals and airframe illustrated parts catalogs as the same are being retained by Seller.

For and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby grant, bargain, sell, convey, transfer and deliver unto Freedom Air International, Inc. ("Purchaser"), all of Seller's right, title and interest in and to the Aircraft.

Seller hereby warrants to Purchaser, its successors and assigns, that Seller is the lawful owner of the Aircraft and that there is hereby conveyed to Purchaser good and marketable title to the Aircraft, free and clear of any and all liens, claims and encumbrances whatsoever, and Seller will warrant and defend such title forever, at the sole expense of Seller, against all claims and demands whatsoever. EXCEPT FOR THE WARRANTIES OF SELLER SET FORTH IN THE PRECEDING SENTENCE, THE AIRCRAFT IS HEREBY SOLD TO PURCHASER IN ITS "AS IS, WHERE IS" CONDITION AND "WITH ALL FAULTS."

IN WITNESS WHEREOF, Seller has caused this Warranty Bill of Sale to be executed by its duly authorized officer, as of this ____ day of July, 2011.

ASI WINGS, LLC

By: Aetna Inc., Managing Member

By: _____
Name: _____
Title: _____
Date: _____

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

EXHIBIT E

DELIVERY RECEIPT

Sikorsky S-76C (sometimes referred to as a S-76C+)

Manufacturer's Serial No. 760472
N162AE

Pursuant to the Aircraft Purchase Agreement (the "Agreement") dated July _____, 2011 between ASI WINGS, LLC, a Delaware limited liability company ("Seller") and FREEDOM AIR INTERNATIONAL, INC., a Delaware corporation ("Purchaser"), Purchaser hereby acknowledges the delivery and acceptance of one used Sikorsky S-76C helicopter (sometimes referred to as a S-76C+) bearing Manufacturer's Serial No. 760472 and U.S. Registration No. N162AE, with two (2) Turbomeca Arriel 2S1 engines bearing Manufacturer's Serial Nos. 20040 and 20533TEC, together with all avionics, equipment (including loose equipment), systems, furnishings and accessories installed on, contained in or attached to said helicopter and engines, all as is more particularly described in the Agreement, and also including all airframe, engine and accessory logbooks, flight and operation manuals, maintenance and overhaul records, checklists, drawings, any issued FAA Form 337's, warranty documents, and all other records and paperwork relating to the above-described helicopter and engines in Seller's possession (collectively, the "Aircraft"); provided, that the term Aircraft as used herein does not include airframe maintenance manuals and airframe illustrated parts catalogs as the same are being retained by Seller.

Purchaser accepts the Aircraft at _____ p.m., on July _____, 2011 in an "As Is, Where Is" condition and "With all Faults" at _____, _____ and subject to the waivers and disclaimers set forth in the Agreement.

TOTAL TIME ON AIRFRAME AT DELIVERY: _____ hours

TOTAL TIME ON ENGINES AT DELIVERY:
Engine No. 1 (MSN 42285): _____ hours/cycles
Engine No. 2 (MSN 42286): _____ hours/cycles

TOTAL LANDINGS AT DELIVERY: _____

FREEDOM AIR INTERNATIONAL, INC.

By: _____
Name: _____
Title: _____
Date: _____

(Acknowledgment Following Page)

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

STATE OF CONNECTICUT)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of July, 2011, by _____, [title] of Freedom Air International, Inc., a Delaware corporation, on behalf of the company.

_____
NOTARY PUBLIC, STATE OF _____

569789.1:80202

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

FELLERS SNIDER
ATTORNEYS AND COUNSELLORS AT LAW
FELLERS SNIDER BLANKENSHIP BAILEY & TIPPENS, P.C.

OKLAHOMA CITY ■ TULSA

JAP W. BLANKENSHIP
OF COUNSEL
[redacted]

July 18, 2011

VIA E-MAIL

Ms. Tanya Butler
Insured Aircraft Title Service, Inc.
4848 S.W. 36th Street
Oklahoma City, OK 73179

Re: Sikorsky S-76C Helicopter,
U.S. Registration No. N162AE
MSN 760472

Dear Tanya:

Pursuant to our telephone conference this afternoon, attached is a copy of the Aircraft Purchase Agreement dated as of July 18, 2011, entered into between our client, ASI Wings, LLC, as Seller, and Freedom Air International, Inc., as Purchaser (the "Agreement"). As you know, your Company is holding in escrow the deposit of $100,000.00 described in Section 1(a) of the Agreement.

The duties of your Company, as Escrow Agent, are set forth in various provisions of the Agreement, including, without limitation, the provisions of Sections 1.1, 5 and 6 thereof.

Please cause the Agreement to be executed on behalf of Insured Aircraft Title Services, Inc. on page 14 and forward me a pdf copy of that page as dated and executed.

If you or others should have any questions regarding the above or the attachment, please let me know. Thank you for your assistance and cooperation.

Sincerely,

Jap W. Blankenship
For the Firm

JWB:nv:569868:00136
Attachment

100 NORTH BROADWAY, SUITE 1700
OKLAHOMA CITY, OKLAHOMA 73102-8820
www.fellerssnider.com
[redacted]

CONFIDENTIAL Subject to Protective Order IATS - 000226
SDNY_GM_02774331
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260971
EFTA01339599

xc: Ms. Coreen Marcroft (copy of letter and Aircraft Purchase Agreement via e-mail)
Mr. Todd Osgood (copy of letter and Aircraft Purchase Agreement via e-mail)
Darren Indyke, Esq. (copy of letter and Aircraft Purchase Agreement via e-mail)
Anthony Dennis, Esq. (copy of letter and Aircraft Purchase Agreement via e-mail)
Irena Damnjanoska, Esq.

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

EXHIBIT A

Sikorsky S76C++

N722JE- S/N 760750

TOTAL TIME: *(Times as of 06/23/2011)*

TTAF: 90 hrs
MAIN GEARBOX: 90 hrs TSO
LANDINGS:
ENGINES: (2) Turbomeca Arriel 2S2 Engines.

	#1		#2	
Serial Number:	42285		42286	
Time since **NEW:**		90		90

AVIONICS:

EFIS: Honeywell EDZ 756
COMMUNICATIONS: (2) Collins VHF-22A
NAVIGATION: (2) Collins VIR-32A
FLIGHT CONTROL SYSTEM / AUTOPILOT: (2) Honeywell SPZ 7600 DAFCS
RADAR: Honeywell PRIMUS 880
TRANSPONDER: (2) COLLINS TDR-94D "MODE S"
AUTOMATIC DIRECTION FINDER: COLLINS ADF-462
DISTANCE MEASURING EQUIPMENT: (2) COLLINS DME-42
RADAR ALTIMETER: COLLINS ALT-55B
GLOBAL POSITIONING SYSTEM: UNS 1FW
FLIGHT MANAGEMENT SYSTEM: UNS 1FW
TRAFFIC COLLISION AVOIDANCE SYSTEM: Bendix TCAS-1 CAS 66A
TERRAIN AWARENESS AND WARNING SYSTEM: HONEYWELL EGPWS MK XXII
ELT: Artex ELT 406NHM
STORMSCOPE: N/A
COCKPIT VOICE RECORDER: Universal CVR-120
ADDITIONAL AVIONICS:
Garmin GMX-200
IIDS System
Honeywell AL-300 Altitude Alerter
Truenorth SATCOM Phone
Jet ADI-335D Standby Attitude Indicator
Aerosonic 20020-11293 Standby Airspeed Indicator
Aerosonic 101720-11810 Standby Altimeter
Dukane 120 Underwater Locator
dB Systems 380 Audio Panel
Davtron M877 Digital Clock

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

OTHER ITEMS:

Heated Glass Windshield
Left and Right quick boarding steps
C4 environmental system
Left and right fixed landing lights
Cabin paging/chime system
Engine wash fittings
Recognition lights
Cockpit gooseneck lights
Overhead lateral absorber
Hydraulic quick disconnect fittings
Rotating landing light
Engine zappers chip detectors
Cabin ice system
Pulselite
Electric door locks
Emergency flotation system
Manual rotor brake
Logo lights
Hinged fuel caps
Chadwick-Helmuth provisions
5P Bifilar
Ipod dock/audio connection
Cabin Wifi
4 110 and 12 volt outlets

WEIGHTS:

MAX TAKEOFF WEIGHT: 11,700 Lbs.
EMPTY WEIGHT: 8,353 Lbs.

MAINTENANCE & INSPECTIONS:

LAST MAJOR INSPECTION	*LAST COMPLETED*	*NEXT DUE*
Annual Inspection	March, 2011	3/31/2012

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

EXHIBIT A-1

Loose Equipment

Keystone (Sikorsky) S-76C (sometimes referred to as a S-76C++)

Manufacturer's Serial No. 760750
N722JE

- spare silk carpet kit for cockpit and passenger compartment
- maintenance covers and blade tie down kit
- One David Clark maintenance headset
- 6 Bose Headsets
- maintenance power cord for passenger compartment (walk around cord).
- spare XM Radio remote control for passenger compartment.
- Data loader for Universal FMS.
- spare gear pin set.
- Three rubber tail rotor boots.
- touch up paint kit.
- spare fabric for interior groves point material
- 10 life vest
- two new EEDS O2 bottles for crew
- Paper maintenance manuals and parts books IPC
- wiring diagrams for completion and Data book
- Vinyl maintenance runner for cockpit
- Turbomeca engine maintenance manuals and parts books

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

EXHIBIT B

DAMAGE AND CORROSION HISTORY

To the best of Seller's knowledge, there is no damage history.

To the best of Seller's knowledge, no corrosion has been noted.

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

EXHIBIT C

PRELIMINARY ACCEPTANCE CERTIFICATE

Keystone (Sikorsky) S-76C (sometimes referred to as a S-76C++)

Manufacturer's Serial No. 760750
N722JE

Pursuant to the Aircraft Purchase Agreement dated July _____, 2011 (the "Agreement") between ASI WINGS, LLC, a Delaware limited liability company ("Purchaser"), and FREEDOM AIR INTERNATIONAL, INC., a Delaware corporation ("Seller"), Purchaser hereby confirms that Purchaser has completed its Pre-Purchase Inspection of the Aircraft in accordance with the Agreement on the date written below, and Purchaser has (check one):

_____ Accepted the Aircraft as is.

_____ Accepted the Aircraft subject to Seller's repairing the discrepancies necessary for Seller to deliver the Aircraft to Purchaser in the condition required by Section 2 of the Agreement. Said discrepancies are itemized on the attachment to this Preliminary Acceptance Certificate.

_____ Rejected the Aircraft.

ASI WINGS, LLC

By: Aetna Inc., Managing Member

By: _____
Name: _____
Title: _____
Date: _____

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

EXHIBIT D

WARRANTY BILL OF SALE

The undersigned, FREEDOM AIR INTERNATIONAL, INC. ("Seller"), is the owner of the full legal and beneficial title in and to that certain used Keystone (Sikorsky) S-76C helicopter (sometimes referred to as a S-76C++) bearing Manufacturer's Serial No. 760750 and U.S. Registration No. N722JE, with two (2) Turbomeca Arriel 2S2 engines bearing Manufacturer's Serial Nos. 42285 and 42286, together with all avionics, equipment (including loose equipment), systems, furnishings and accessories installed on, contained in or attached to said helicopter and engines, all as is more particularly described in that certain Aircraft Purchase Agreement dated as of July _____, 2011, between Seller and Purchaser, and also including all airframe, engine and accessory logbooks, flight and operation manuals, maintenance and overhaul records, checklists, drawings, any issued FAA Form 337's, warranty documents, and all other records and paperwork relating to the above-described helicopter and engines in Seller's possession (collectively, the "Aircraft"); provided, that the term Aircraft as used herein does not include airframe maintenance manuals and airframe illustrated parts catalogs as the same are being retained by Seller.

For and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby grant, bargain, sell, convey, transfer and deliver unto ASI WINGS, LLC ("Purchaser"), all of Seller's right, title and interest in and to the Aircraft.

Seller hereby warrants to Purchaser, its successors and assigns, that Seller is the lawful owner of the Aircraft and that there is hereby conveyed to Purchaser good and marketable title to the Aircraft, free and clear of any and all liens, claims and encumbrances whatsoever, and Seller will warrant and defend such title forever, at the sole expense of Seller, against all claims and demands whatsoever. EXCEPT FOR THE WARRANTIES OF SELLER SET FORTH IN THE PRECEDING SENTENCE, THE AIRCRAFT IS HEREBY SOLD TO PURCHASER IN ITS "AS IS, WHERE IS" CONDITION AND "WITH ALL FAULTS."

IN WITNESS WHEREOF, Seller has caused this Warranty Bill of Sale to be executed by its duly authorized officer, as of this ____ day of July, 2011.

FREEDOM AIR INTERNATIONAL, INC.

By: _____
Name: _____
Title: _____

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

EXHIBIT E

DELIVERY RECEIPT

Keystone (Sikorsky) S-76C (sometimes referred to as a S-76C++)

Manufacturer's Serial No. 760750
N722JE

Pursuant to the Aircraft Purchase Agreement (the "Agreement") dated July_____, 2011 between ASI WINGS, LLC, a Delaware limited liability company ("Purchaser"), and FREEDOM AIR INTERNATIONAL, INC., a Delaware corporation ("Seller"), Purchaser hereby acknowledges the delivery and acceptance of one used Keystone (Sikorsky) S-76C helicopter (sometimes referred to as a S-76C++) bearing Manufacturer's Serial No. 760750 and U.S. Registration No. N722JE, with two (2) Turbomeca Arriel 2S2 engines bearing Manufacturer's Serial Nos. 42285 and 42286, together with all avionics, equipment (including loose equipment), systems, furnishings and accessories installed on, contained in or attached to said helicopter and engines, all as is more particularly described in the Agreement, and also including all airframe, engine and accessory logbooks, flight and operation manuals, maintenance and overhaul records, checklists, drawings, any issued FAA Form 337's, warranty documents, and all other records and paperwork relating to the above-described helicopter and engines in Seller's possession (collectively, the "Aircraft"); provided, that the term Aircraft as used herein does not include airframe maintenance manuals and airframe illustrated parts catalogs as the same are being retained by Seller.

Purchaser accepts the Aircraft at _____ p.m., on July _____, 2011 in an "As Is, Where Is" condition and "With all Faults" at _____, _____ and subject to the waivers and disclaimers set forth in the Agreement.

TOTAL TIME ON AIRFRAME AT DELIVERY: _____ hours

TOTAL TIME ON ENGINES AT DELIVERY:
Engine No. 1 (MSN 42285): _____ hours/cycles
Engine No. 2 (MSN 42286): _____ hours/cycles

TOTAL LANDINGS AT DELIVERY: _____

ASI WINGS, LLC

By: Aetna Inc., Managing Member

By: _____
Name: _____
Title: _____
Date: _____

(Acknowledgment Following Page)

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

STATE OF CONNECTICUT)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of July, 2011, by _____, [title] of ASI Wings, LLC, a Delaware limited liability company, on behalf of the company.

_____
NOTARY PUBLIC, STATE OF _____

569785.1:80202

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

LETTER OF INTENT

June 22, 2011

Freedom Air International, Inc.
103 Foulk Road, Suite 200
Wilmington, DE 19803

Re: Sikorsky S-76C+ Aircraft,
Serial No. 760472, U.S. Registration No. N162AE

Ladies and Gentlemen:

AS1 Wings, LLC ("Seller") hereby expresses its intent to sell to Freedom Air International, Inc. ("Purchaser") that certain Sikorsky S-76C helicopter (sometimes referred to as a S-76C+) bearing Manufacturer's Serial No. 760472 and U.S. Registration No. N162AE and two (2) Turbomeca Arriel 2S1 engines bearing Manufacturer's Serial Nos. 20040 and 20045, together with all avionics, equipment, systems, furnishings and accessories installed on, contained in or attached to said helicopter and engines, and also including all loose equipment that is normally or currently part of the helicopter and all aircraft records and documents associated with the helicopter, all as is to be more particularly described in the definitive Aircraft Purchase Agreement described below (collectively, the "Aircraft"), subject to the following terms and conditions:

1. The total purchase price shall be the sum of One Million Five Hundred Thousand U.S. Dollars (US$1,500,000.00) payable as follows:

(a) Within three (3) business days after Purchaser's acceptance of this Letter of Intent ("LOI"), Purchaser shall wire transfer a fully refundable US$100,000.00 deposit (the "Deposit") to Insured Aircraft Title Service, Inc., Oklahoma City, Oklahoma, Attn: Kirk Woford, President (the "Escrow Agent"), which Deposit shall be held in escrow and disbursed in accordance with the terms and conditions set forth in the definitive Aircraft Purchase Agreement described below (the "Purchase Agreement"); and

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

(b) The balance of the purchase price in the amount of US$1,400,000.00 shall be paid at the closing provided for in the Purchase Agreement, said purchase price balance to be wire transferred prior to such closing into a special escrow account of the Escrow Agent for its disbursement to the Seller at said closing upon the satisfaction of the conditions and requirements to be set forth in the Purchase Agreement.

2. The Deposit and this LOI shall be subject to the execution of a Purchase Agreement between Seller and Purchaser in form and substance mutually satisfactory to the parties, providing for the sale and purchase of the Aircraft on terms consistent with this LOI, such other terms as are typically found in transactions of the type contemplated herein and such other terms and conditions as may be mutually agreeable to the parties. Seller shall provide an initial draft of the Purchase Agreement within seven (7) business days after the acceptance of this LOI by Purchaser and the Purchase Agreement shall be entered into by Seller and Purchaser within fifteen (15) business days after the acceptance of this LOI by Purchaser. The Purchase Agreement shall supersede this LOI in its entirety and if there should be any conflicts between the provisions of the Purchase Agreement and this LOI, the provisions of the Purchase Agreement shall control for all purposes. If the parties fail to enter into a Purchase Agreement by such date, then, unless the parties agree in writing to extend the date for execution, the Escrow Agent shall, within one (1) business day, reimburse the Deposit to Purchaser and neither Seller nor Purchaser shall have any liability to the other party.

3. The Aircraft shall be delivered with good and marketable title and free and clear of all liens, claims, demands and encumbrances.

4. The Aircraft shall be delivered in an airworthy condition with a valid standard U.S. certificate of airworthiness and shall in all respects comply with the Delivery Condition to be defined and specified in detail in the Purchase Agreement.

5. A pre-purchase inspection of the Aircraft shall be conducted at a facility to be specified in the Purchase Agreement and the scope of the pre-purchase inspection, including mechanical and records inspections, test flights and the like will also be specified in the Purchase Agreement.

6. The rights and obligations of the parties under the Purchase Agreement shall be made subject to the simultaneous execution by the parties of a separate aircraft purchase agreement wherein Seller herein, as purchaser, shall purchase from Purchaser herein, as seller, that certain Keystone (Sikorsky) S-76C helicopter (sometimes referred to as a S-76C++) bearing Manufacturer's Serial No. 760750 and U.S. Registration No. N722JE for a purchase price of Eleven Million Nine Hundred Thousand U.S. Dollars (US$11,900,000.00).

CONFIDENTIAL Subject to Protective Order IATS - 000237

SDNY_GM_02774342

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

EFTA_00260982

EFTA01339610

7. This LOI will remain in effect until 5:00 p.m. EDT on June 30, 2011, after which, if not accepted by Purchaser, it shall expire and have no further force or effect. This LOI may be accepted by Purchaser's returning by facsimile a copy thereof signed by an authorized representative to Ted Osgood at [redacted] prior to that time.
(fax number)

ASI WINGS, LLC

By: [signature]
Name: Joseph C. Black
Title: Chief Procurement Officer

ACCEPTED:

FREEDOM AIR INTERNATIONAL, INC.

By: [signature]
Name: Lawrence Visoski
Title: Chief Pilot
Date: 06-28-2011

567894:32045

CONFIDENTIAL Subject to Protective Order IATS - 000238
SDNY_GM_02774343
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260983
EFTA01339611

LETTER OF INTENT

June 22, 2011

Freedom Air International, Inc.
103 Foulk Road, Suite 200
Wilmington, DE 19803

Re: Keystone (Sikorsky) S-76C++ Aircraft,
Serial No. 760750, U.S. Registration No. N722JE

Ladies and Gentlemen:

ASI Wings, LLC ("Purchaser") hereby expresses its intent to purchase from Freedom Air International, Inc. ("Seller") that certain Keystone (Sikorsky) S-76C helicopter (sometimes referred to as a S-76C++) bearing Manufacturer's Serial No. 760750 and U.S. Registration No. N722JE and two (2) Turbomeca Arriel 2S2 engines bearing Manufacturer's Serial Nos. 42285 and 42286, together with all avionics, equipment, systems, furnishings and accessories installed on, contained in or attached to said helicopter and engines, and also including all loose equipment that is normally or currently part of the helicopter and all aircraft records and documents associated with the helicopter, all as is to be more particularly described in the definitive Aircraft Purchase Agreement described below (collectively, the "Aircraft"), subject to the following terms and conditions:

1. The total purchase price shall be the sum of Eleven Million Nine Hundred Thousand U.S. Dollars (US$11,900,000.00) payable as follows:

(a) Within three (3) business days after Seller's acceptance of this Letter of Intent ("LOI"), Purchaser shall wire transfer a fully refundable US$100,000.00 deposit (the "Deposit") to Insured Aircraft Title Service, Inc., Oklahoma City, Oklahoma, Attn: Kirk Woford, President (the "Escrow Agent"), which Deposit shall be held in escrow and disbursed in accordance with the terms and conditions set forth in the definitive Aircraft Purchase Agreement described below (the "Purchase Agreement"); and

(b) The balance of the purchase price in the amount of US$11,800,000.00 shall be paid at the closing provided for in the Purchase Agreement, said purchase price balance to be wire transferred prior to such closing into a special escrow account of the Escrow Agent for its disbursement to the Seller at said closing upon the

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

satisfaction of the conditions and requirements to be set forth in the Purchase Agreement.

2. The Deposit and this LOI shall be subject to the execution of a Purchase Agreement between Seller and Purchaser in form and substance mutually satisfactory to the parties, providing for the sale and purchase of the Aircraft on terms consistent with this LOI, such other terms as are typically found in transactions of the type contemplated herein and such other terms and conditions as may be mutually agreeable to the parties. Purchaser shall provide an initial draft of the Purchase Agreement within seven (7) business days after the acceptance of this LOI by Seller and the Purchase Agreement shall be entered into by Seller and Purchaser within fifteen (15) business days after the acceptance of this LOI by Seller. The Purchase Agreement shall supersede this LOI in its entirety and if there should be any conflicts between the provisions of the Purchase Agreement and this LOI, the provisions of the Purchase Agreement shall control for all purposes. If the parties fail to enter into a Purchase Agreement by such date, then, unless the parties agree in writing to extend the date for execution, the Escrow Agent shall, within one (1) business day, reimburse the Deposit to Purchaser and neither Seller nor Purchaser shall have any liability to the other party.

3. The Aircraft shall be delivered with good and marketable title and free and clear of all liens, claims, demands and encumbrances.

4. The Aircraft shall be delivered in an airworthy condition with a valid standard U.S. certificate of airworthiness and shall in all respects comply with the Delivery Condition to be defined and specified in detail in the Purchase Agreement.

5. A pre-purchase inspection of the Aircraft shall be conducted at a facility to be specified in the Purchase Agreement and the scope of the pre-purchase inspection, including mechanical and records inspections, test flights and the like will also be specified in the Purchase Agreement.

6. The rights and obligations of the parties under the Purchase Agreement shall be made subject to the simultaneous execution by the parties of a separate aircraft purchase agreement wherein Purchaser herein, as seller, shall sell to Seller herein, as purchaser, that certain Sikorsky S-76C helicopter (sometimes referred to as a S-76C+) bearing Manufacturer's Serial No. 760472 and U.S. Registration No. N162AE for a purchase price of One Million Five Hundred Thousand U.S. Dollars (US$1,500,000.00).

7. Unless completed prior to the acceptance of this LOI by Seller, this LOI and the placing of the Deposit with the Escrow Agent shall be subject to the completion of a demonstration flight of the Aircraft to be provided by Seller with an executive of Purchaser or Aetna, Inc. being on board, and the affirmative approval of the Aircraft by said executive upon the completion of said demonstration flight.

CONFIDENTIAL Subject to Protective Order IATS - 000240

SDNY_GM_02774345

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

EFTA_00260985

EFTA01339613

8. This LOI will remain in effect until 5:00 p.m. EDT on June 30, 2011, after which, if not accepted by Seller, it shall expire and have no further force or effect. This LOI may be accepted by Seller's returning by facsimile a copy thereof signed by an authorized representative to Ted Osgood at [redacted] prior to that time.
(fax number)

ASI WINGS, LLC

By: [signature]
Name: Joseph C. Black
Title: Chief Procurement Officer

ACCEPTED:

FREEDOM AIR INTERNATIONAL, INC.

By: [signature]
Name: Lawrence Visoski
Title: Chief Pilot
Date: 06-28-2011

567571v2:32045

CONFIDENTIAL Subject to Protective Order IATS - 000241
SDNY_GM_02774346
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260986
EFTA01339614

LETTER OF INTENT

June 28, 2011

Freedom Air International, Inc.
103 Foulk Road, Suite 200
Wilmington, DE 19803

Re: Sikorsky S-76C+ Aircraft,
Serial No. 760472, U.S. Registration No. N162AE

Ladies and Gentlemen:

AST Wings, LLC ("Seller") hereby expresses its intent to sell to Freedom Air International, Inc. ("Purchaser") that certain Sikorsky S-76C helicopter (sometimes referred to as a S-76C+) bearing Manufacturer's Serial No. 760472 and U.S. Registration No. N162AE and two (2) Turbomeca Arriel 2S1 engines bearing Manufacturer's Serial Nos. 20040 and 20045, together with all avionics, equipment, systems, furnishings and accessories installed on, contained in or attached to said helicopter and engines, and also including all loose equipment that is normally or currently part of the helicopter and all aircraft records and documents associated with the helicopter, all as is to be more particularly described in the definitive Aircraft Purchase Agreement described below (collectively, the "Aircraft"), subject to the following terms and conditions:

1. The total purchase price shall be the sum of One Million Five Hundred Thousand U.S. Dollars (US$1,500,000.00) payable as follows:

(a) Within three (3) business days after Purchaser's acceptance of this Letter of Intent ("LOI"), Purchaser shall wire transfer a fully refundable US$100,000.00 deposit (the "Deposit") to Insured Aircraft Title Service, Inc., Oklahoma City, Oklahoma, Attn: Kirk Woford, President (the "Escrow Agent"), which Deposit shall be held in escrow and disbursed in accordance with the terms and conditions set forth in the definitive Aircraft Purchase Agreement described below (the "Purchase Agreement"); and

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

(b) The balance of the purchase price in the amount of US$1,400,000.00 shall be paid at the closing provided for in the Purchase Agreement, said purchase price balance to be wire transferred prior to such closing into a special escrow account of the Escrow Agent for its disbursement to the Seller at said closing upon the satisfaction of the conditions and requirements to be set forth in the Purchase Agreement.

2. The Deposit and this LOI shall be subject to the execution of a Purchase Agreement between Seller and Purchaser in form and substance mutually satisfactory to the parties, providing for the sale and purchase of the Aircraft on terms consistent with this LOI, such other terms as are typically found in transactions of the type contemplated herein and such other terms and conditions as may be mutually agreeable to the parties. Seller shall provide an initial draft of the Purchase Agreement within seven (7) business days after the acceptance of this LOI by Purchaser and the Purchase Agreement shall be entered into by Seller and Purchaser within fifteen (15) business days after the acceptance of this LOI by Purchaser. The Purchase Agreement shall supersede this LOI in its entirety and if there should be any conflicts between the provisions of the Purchase Agreement and this LOI, the provisions of the Purchase Agreement shall control for all purposes. If the parties fail to enter into a Purchase Agreement by such date, then, unless the parties agree in writing to extend the date for execution, the Escrow Agent shall, within one (1) business day, reimburse the Deposit to Purchaser and neither Seller nor Purchaser shall have any liability to the other party.

3. The Aircraft shall be delivered with good and marketable title and free and clear of all liens, claims, demands and encumbrances.

4. The Aircraft shall be delivered in an airworthy condition with a valid standard U.S. certificate of airworthiness and shall in all respects comply with the Delivery Condition to be defined and specified in detail in the Purchase Agreement.

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6. The rights and obligations of the parties under the Purchase Agreement shall be made subject to the simultaneous execution by the parties of a separate aircraft purchase agreement wherein Seller herein, as purchaser, shall purchase from Purchaser herein, as seller, that certain Keystone (Sikorsky) S-76C helicopter (sometimes referred to as a S-76C++) bearing Manufacturer's Serial No. 760750 and U.S. Registration No. N722JE for a purchase price of Eleven Million Nine Hundred Thousand U.S. Dollars (US$11,900,000.00).

CONFIDENTIAL Subject to Protective Order IATS - 000243

SDNY_GM_02774348

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

EFTA_00260988

EFTA01339616

7. This LOI will remain in effect until 5:00 p.m. EDT on June 30, 2011, after which, if not accepted by Purchaser, it shall expire and have no further force or effect. This LOI may be accepted by Purchaser's returning by facsimile a copy thereof signed by an authorized representative to Ted Cooper at [redacted] prior to that time.
(fax number)

ASI WINGS, LLC

By: [signature]
Name: Joseph G. Black
Title: Chief Procurement Officer

ACCEPTED:

FREEDOM AIR INTE AL, INC.

By: [signature]
Name: LAWRENCE VISOKI
Title: CHIEF PILOT
Date: 06-28-2011

567894:32045

CONFIDENTIAL Subject to Protective Order IATS - 000244
SDNY_GM_02774349
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260989
EFTA01339617

LETTER OF INTENT

June 22, 2011

Freedom Air International, Inc.
103 Foulk Road, Suite 200
Wilmington, DE 19803

Re: Keystone (Sikorsky) S-76C++ Aircraft.
Serial No. 760750, U.S. Registration No. N722JE

Ladies and Gentlemen:

ASI Wings, LLC ("Purchaser") hereby expresses its intent to purchase from Freedom Air International, Inc. ("Seller") that certain Keystone (Sikorsky) S-76C helicopter (sometimes referred to as a S-76C++) bearing Manufacturer's Serial No. 760750 and U.S. Registration No. N722JE and two (2) Turbomeca Arriel 2S2 engines bearing Manufacturer's Serial Nos. 42285 and 42286, together with all avionics, equipment, systems, furnishings and accessories installed on, contained in or attached to said helicopter and engines, and also including all loose equipment that is normally or currently part of the helicopter and all aircraft records and documents associated with the helicopter, all as is to be more particularly described in the definitive Aircraft Purchase Agreement described below (collectively, the "Aircraft"), subject to the following terms and conditions:

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

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7. Unless completed prior to the acceptance of this LOI by Seller, this LOI and the placing of the Deposit with the Escrow Agent shall be subject to the completion of a demonstration flight of the Aircraft to be provided by Seller with an executive of Purchaser or Aetna, Inc. being on board, and the affirmative approval of the Aircraft by said executive upon the completion of said demonstration flight.

CONFIDENTIAL Subject to Protective Order IATS - 000246

SDNY_GM_02774351

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

EFTA_00260991

EFTA01339619

8. This LOI will remain in effect until 5:00 p.m. EDT on June 30, 2011, after which, if not accepted by Seller, it shall expire and have no further force or effect. This LOI may be accepted by Seller's returning by facsimile a copy thereof signed by an authorized representative to Ted Osgood at [redacted] prior to that time.
(fax number)

ASI WINGS, LLC

By: [signature]
Name: Joseph C. Black
Title: Chief Procurement Officer

ACCEPTED:

FREEDOM AIR INTERNATIONAL, INC.

By: [signature]
Name: Lawrence Visoski
Title: Chief Pilot
Date: 06-28-2011

567571v2:32045

CONFIDENTIAL Subject to Protective Order IATS - 000247
SDNY_GM_02774352
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260992
EFTA01339620

S-76C++
S/N 760750, N750A (N722JE)

Acceptance

Keystone Helicopter Company / Sikorsky Global Helicopters
Coatesville, Pennsylvania

For

Larry P. Visoski
AIR GHISLAINE

February 9, 2010

© Hugh Redditt Company

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

S-76C++, Serial Number 760750
Audit Report

Table of Contents

Helicopter Audit Checklist	PAGE
Avionic & Equipment	4
Aircraft & Equipment	6
Aircraft Documents	6
Maintenance Program	8
Aircraft Evaluation	9
Interior Inspection	9
Exterior Inspection	11
List Of FAA Form 337'S & STC'S	15
Aircraft Component List	16
AD Compliance Report	23
Acoustic Data Report	26
Track & Balance Report (4P & 1P)	27
Weight & Balance Sheet	29
Installed Equipment	30
760749 Photographs	38

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CONFIDENTIAL Subject to Protective Order IATS - 000249
SDNY_GM_02774354
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260994
EFTA01339622

Helicopter Audit Checklist

Sikorsky S-76

Date: January 27, 2010.

A/C: S-76C++ S/N: 760750 Reg.#: N75 0A Mfg Date: 8 DEC 2008
A/C TT: 19.0 hours, Total Landings: 30
DATE OF FIRST SERVICE: _____

ENGINES: Turbomeca	#1 Engine	#2 Engine
MAKE/MODEL	Arriel 2S2	Arriel 2S2
DATE OF MFG	30 OCT 2008	30 OCT 2008
SERIAL NUMBER	42285	42286
TOTAL TIME SINCE NEW	19.0 hours	19.0 hours
TOTAL CYCLES SINCE NEW	N1: 41.1 / N2: 46.0 cycles	N1:40.1 / N2: 44.4 cycles
TOTAL STARTS	58	56

REMARKS: Both engines installed on 26 November 2008 – aircraft and both engines total time: 0.0 hours.

GEARBOXS:	MAIN GEARBOX	INTERMEDIATE GEARBOX	TAIL GEARBOX
PART NUMBER	76351-09600-045	76357-05600-041	76358-05600-041
SERIAL NUMBER	A231-00485	A242-00472	A239-00477
T.T. SINCE NEW	19.0	19.0	19.0
T.T. SINCE O/H	--	--	--
POWER-BY-HOUR	No	No	No

1. Airworthiness Certification Date8 DEC 2008, Transport. Registration Certificate: 2-27-2009.

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION—FEDERAL AVIATION ADMINISTRATION
STANDARD AIRWORTHINESS CERTIFICATE

1 NATIONALITY AND REGISTRATION MARKS	2 MANUFACTURER AND MODEL	3 AIRCRAFT SERIAL NUMBER	4 CATEGORY
N750A	Keystone Helicopter Corporation S-76C	760750	Transport

5 AUTHORITY AND BASIS FOR ISSUANCE
This airworthiness certificate is issued pursuant to the Federal Aviation Act of 1958 and certifies that, as of the date of issuance, the aircraft to which issued has been inspected and found to conform to the type certificate therefor, to be in condition for safe operation, and has been shown to meet the requirements of the applicable comprehensive and detailed airworthiness code as provided by Annex 8 to the Convention on International Civil Aviation, except as noted herein.
Exemptions
NONE

6 TERMS AND CONDITIONS
Unless sooner surrendered, suspended, revoked, or a termination date is otherwise established by the Administrator, this airworthiness certificate is effective as long as the maintenance, preventive maintenance, and alterations are performed in accordance with Parts 43 and 91 of the Federal Aviation Regulations, as applicable, and the aircraft is registered in the United States.

DATE OF ISSUANCE	FAA REPRESENTATIVE'S AUTHORITY	DESIGNATION NUMBER
Dec 08, 2008	Dean K. Gladfelter	DARF844001NE

Any alteration, reproduction or misuse of this certificate may be punished by fine not exceeding $1,000 or imprisonment not exceeding 3 years, or both. THIS CERTIFICATE MUST BE DISPLAYED IN THE AIRCRAFT IN ACCORDANCE WITH APPLICABLE FEDERAL AVIATION REGULATIONS.

FAA Form 8100-2 (9-82) GPO U.S. GOVERNMENT PRINTING OFFICE 2006-553-643

I certify that this aircraft, S/N 760750 has been built and inspected in accordance with FAA Type Design Data, under FAA Production Certificate 121NE and was found to be in a condition for safe operation.	12/8/2008 Lisa Dolph, RHC Flight Inspector
I have determined this A/C meets the requirements for the certificate requested and I have issued FAA form 8100-2, dtd December 8, 2008 for standard airworthiness. This certificate does not change scheduled A/C inspection. Aircraft total time: 3.2 hrs Total Landing: 6	ANE-MIDS-44 DEC 08, 2008 Dean K. Gladfelter, DAR F844001NE

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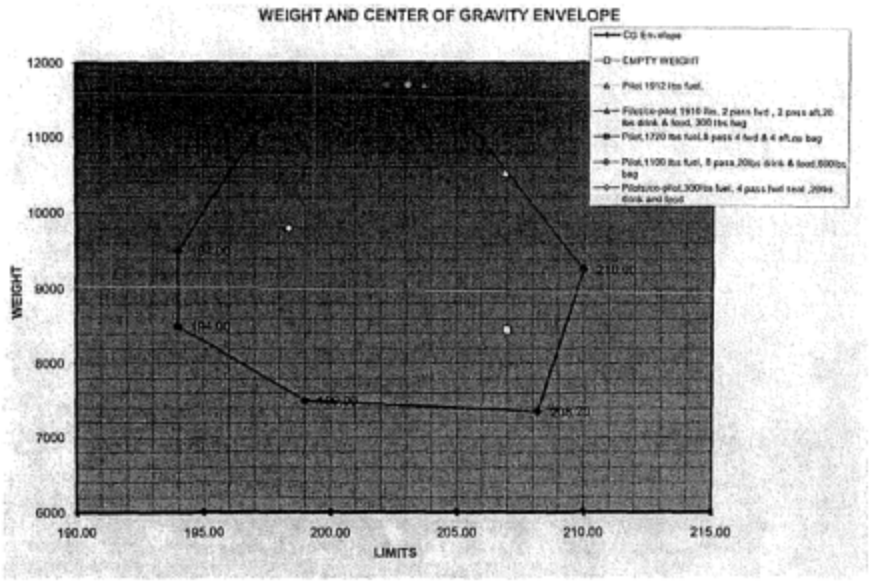
CONFIDENTIAL Subject to Protective Order IATS - 000250
SDNY_GM_02774355
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260995
EFTA01339623

2. Date of Last Annual Insp.: __N/A__, Due: __N/A__.

3. Radio License Date: __N/A__ Expiration: __N/A__.

4. Flight Manual - Weight & Balance Date: 24 JAN 2010. Corrected Thru: N/A.
-Empty Weight: 8,353.0 lbs. C.G.: 208.2, Moment: 1739175.0.
-Maximum Gross Weight: 11,700 lbs.



5. Airframe Logbooks Review: 1 FEB 2010.

6. Engine Logbooks Review: 1 FEB 2010.

7. Airframe AD, CSN, CSB/ASB, T.B., etc. Compliance Review: 1 FEB 2010.

8. Engine AD, CSL, CET, CSB/ASB, etc... Compliance Review: 1 FEB 2010.

9. Aircraft Inventory, (Equipment & Option), List Copy:

AVIONIC & EQUIPMENT

SYSTEM	TYPE	QTY
COMMUNICATION SYSTEM	COLLINS VHF-22A	2
NAVIGATION SYSTEM	COLLINS VIR-32A, GS/MB	2
RADIO TUNING UNITS	COLLINS RTU-4200	2
FLIGHT DIRECTOR	HONEYWELL SPZ-7600 DAFCS	2
AUTO PILOT SYSTEM	Same as Flight Director	
DISTANCE MEASURING EQUIPMENT SYS.	COLLINS DME-42	2
AUTOMATIC DIRECTION FINDER SYSTEM	COLLINS ADF-462	1
TRANSPONDER	COLLINS TDR-94D "Mode S"	2
COMPASS SYSTEM	LITEF LCR-100	2

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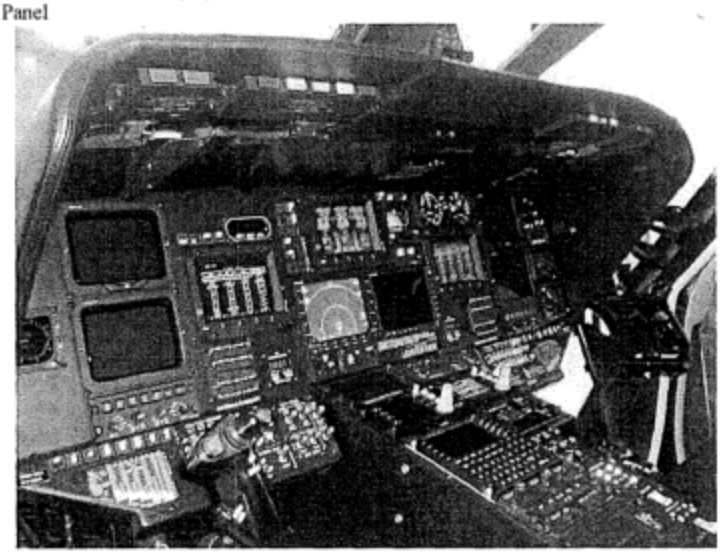
CONFIDENTIAL Subject to Protective Order IATS - 000251
SDNY_GM_02774356
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260996
EFTA01339624

RADIO ALTIMETER SYSTEM	COLLINS ALT-55B	1
RADAR	HONEYWELL PRIMUS 880	1
LONG RANGE NAVIGATION SYSTEM	UNIVERSAL UNS-1Fw (WAAS FMS)	1
GLOBAL POSITIONING SYSTEM	Part of UNS-1Fw	
EFIS	HONEYWELL EDZ- 756 4 Tube	2
MULTI-FUNCTION MOVING MAP DISPLAY	GARMIN GMX-200	1
MULTIFUNCTION DISPLAY – IIDS SYSTEM	IIDS – 3 Tube	1
STORMSCOPE		0
ALTITUDE ALERTER	HONEYWELL AL-300	1
AIRBORNE TELEPHONE	TRUENORTH SATCOM	1
COCKPIT/CABIN INTERPHONE SYSTEM		1
MULTIFUNCTION DISPLAY	HONEYWELL MFRD	1
MULTIFUNCTION DISPLAY	IIDS – 3 Tube	3T
TCAS	BENDIX KING CAS-66A TCAS I	1
STANDBY ATTITUDE INDICATOR	JET ADI-335D	1
STANDBY AIRSPEED INDICATOR	AEROSONIC 20020-11293	1
STANDBY ALTIMETER	AEROSONIC 101720-11810	1
STANDBY POWER SUPPLY	JET PS 855A	1
GROUND PROXIMITY WARNING SYSTEM	HONEYWELL EGPWS MK XXII	1
EMERGENCY LOCATOR TRANSMITTER	ARTEXELT-406NHM	1
COCKPIT VOICE RECORDER	UNIVERSAL CVR-120	1
UNDERWATER LOCATOR	DUKANE 120	1
AUDIO PANEL	dB SYSTEMS 380	2
DIGITAL CLOCK	DAVTRON M877	2
STEREO		
ELT BATTERY REPLACEMENT DATE	DEC 2013	
ULB REPLACEMENT DATE	AUG 2014 (S/N: SC47042)	

SINGLE PILOT IFR Yes XX No

REMARKS: EFIS Displays ED-800, 4 ea.), Emergency ICS System, Honeywell LSZ-860 Lightning Strike Sensor System, JeppView Option for the Garmin GMX-200, Penny & Giles ADC – 2 ea., PC-251-123KA Static Inverters – 2 ea, 3 IIDS Displays, Garmin GDL-69A XM Weather Receiver w/XM Radio, Emergency ICS (COM) Panel



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SDNY_GM_02774357
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EFTA_00260997
EFTA01339625

AIRCRAFT & EQUIPMENT

COCKPIT:

MICROPHONE	CAPTAIN:	No	FIRST OFFICER:	No
HEADSET	CAPTAIN:	Yes	FIRST OFFICER:	Yes
FLASHLIGHT	CAPTAIN:	Yes	FIRST OFFICER:	Yes

COCKPIT FIRE EXTINGUISHER & LOCATION: R/H Broom Closet

SUNVISORS: APPROACH PLATE HOLDER (PLT & CPLCPLT): Yes

CABIN:

CABIN FIRE EXTINGUISHER & LOCATION: Aft Right lower cabinet.

	LIFE LINES		LIFE JACKET
	LIFE RAFT & ELT		SURVIVAL KIT
X	FIRST AID KIT, CABIN	X	KEYS
X	SMOKE DETECTOR BAGGAGE COMPARTMENT		

GENERAL EQUIPMENT INSTALLED:

X	HEATED GLASS WINDSHIELD	X	ROTATING LANDING LIGHT
X	L/H & R/H QUICK BOARDING STEP		BLEED AIR CABIN HEATER
X	C4 ENVIROMENTAL SYSTEM	X	ENGINE ZAPPERS CHIP DETECTORS
	FREON AIR CONDITIONER	X	CABIN ICS SYSTEM
	WHELEN STROBES	X	PULSELITE
X	FIXED LANDING LIGHTS LH & RH	X	ELECTRIC DOOR LOCKS
	HEATED FOOT PADS (cockpit)		CABIN DISPLAY (B&D)
	HAM. STAND. AIR CYCLE MACH.	X	EMERGENCY FLOATATION SYS
	CARGO HOOK/ NET		RESCUE HOIST/ BASKET
	SNOW KIT		SEARCH LIGHT
	R/H CABIN SLIDING DOOR	X	ROTOR BRAKE, MANUAL SYSTEM
X	CABIN PAGING/CHIME SYSTEM	X	LOGO LIGHTS
	RECOGN. LIGHTS		PROVISIONS - AUX FUEL TANK
X	ENGINE WASH FITTINGS		AUX FUEL TANK
X	RECOGN. LIGHTS	X	FUEL CAPS, HINGED
	ICE PROBE – ROSEMOUNT	X	CHADWICK-HELMUTH – PROV.
X	COCKPIT GOOSENECK LIGHTS	X	5P BIFILAR
X	OVERHEAD LATERAL ABSORBER	X	IPOD DOCK / AUDIO CONNECTION
X	HYDRAULIC QUICK DISCONNECT FITTINGS		

Remarks: LED Lights, 4ea. 110 Volt AC Outlets in Cabin, 4 ea. 12 Volt DC Automotive Outlets in Cabin, Cabin ICS System with 8 ea. Bose Headset Jacks and Call Button

INVENTORY OF LOOSE EQUIPMENT TO GO WITH THE A/C: Reference Inventory Sheets.

10. Copy of Complete Electrical Load Analysis Data Package For the A/C: Report # EL01859, Rev. B dated 12 JAN 2010 .

11. A/C Manuals and Documents:

AIRCRAFT DOCUMENTS:

C of A:	Yes	REGISTRATION CERTIFICATE:	Yes
RADIO STATION LICENSE:	No	TELEPHONE STATION LICENCE:	No
FLIGHT MANUAL:	Yes	FLIGHT MANUAL SUPPLEMENTS:	Yes
REVISION STATUS	Current	COCKPIT CHECK LIST:	
EQUIPMENT LIST:	Yes	WEIGHT & BALANCE MANUAL/SECTION:	Yes

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EFTA01339626

OPERATING MANUAL: N/A PERFORMAMANCE MANUAL: N/A
A/C LOGBOOK: Yes ENGINE LOGBOOKS: Yes 337'S: Yes
APU LOGBOOK N/A MAINT MANUAL: Yes IPC: Yes
MFG WIRING MANUAL: Yes OUTFITTING WIRING MANUAL: Yes
ELECT LOAD ANALYSIS: Yes STRUCTURAL REPAIR MANUAL: ____
TOOL & EQUIPMENT LIST: ____ NON DESTRUCTIVE TEST MANUAL: ____
A/C SB's: Yes A/C CSN's: Yes ENG SB's: Yes STC: Yes
COMPASS CALIBRATION CARDS: Yes ALT CALIBRATION CARDS: ____
AVIONICS HANDBOOKS: Yes JEPPESEN MANUALS: N/A
WARRANTY CERTIFICATE: Yes PLACARDS: Yes
VENDOR COMPONENT COMPUTER LISTING FOR COMPLETE A/C: N/A
REMARKS: Maintenance Manuals were sent directly to owner. Aircraft Data Books (Books 1 thru 6), 1 ea. Instructions for Continued Airworthiness (ICA) Binder; 1ea. Approval Log Binder

12. Copy of Wiring Prints: Yes.

13. Serial Number Verification Check: 30 JAN 2010.

14. Marathon SP-376, 40 Amp NiCad Battery, P/N: 30596-001 S/N: 10802197.

15. Pitot-Static System Leak Check, (FAR 91.411, 2yr test),
    - Date: 2 JAN 2010 Next Due: JAN 2012.

16. Air Data Computer (ADC) Calibration, FAR 91.411:
    - Pilots: S/N: 006836-003 Date: 2 JAN 2010 Next Due: JAN 2012.
    - Copilots S/N: 006837-002 Date: 2 JAN 2010 Next Due: JAN 2012.
    - Standby Altimeter: S/N: 291256 Date: 2 JAN 2010 Next Due: JAN 2012.

17. Transponder Test, FAR 91.413: (TDR-94D)
    - #1 S/N: 2X73L Date: 2 JAN 2010 Next Due: JAN 2012.
    - #2 S/N: 30MLF Date: 2 JAN 2010 Next Due: JAN 2012.

18. Compass System Type: Litef AHRS LCR-100, Swing Date: 13 JAN 2010.
    - Standby Compass Swing Date: 13 JAN 2010.

19. Ground power check of all systems, (electric, hydraulic, flight Control): Aircraft was static - 30 JAN 2010, Flight Test: 9 FEB 2010.

20. Emergency Float Insp. Date: JAN 2010, Next Due: JAN 2011.
    - R/H Nose Float Cartridge Removal Date: APR 2014, (6070)
    - L/H Nose Float Cartridge Removal Date: APR 2014, (6061)
    - R/H Main Float Cartridge Removal Date: APR 2014, (6054)
    - L/H Main Float Cartridge Removal Date: APR 2014, (5586)

    Float Bottles: Valve & Cylinder Assy. (P/N 76251-01103-102)
    - R/H Nose F.B. S/N: 5657, R&R Date: JAN 2020.
    - L/H Nose F.B. S/N: 5761, R&R Date: JAN 2020.
    - R/H Main F.B. S/N: 5765, R&R Date: JAN 2020.
    - L/H Main F.B. S/N: 5852, R&R Date: JAN 2020.

    Main Landing Gear Explosive Links: (76251-00707-042)

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00260999
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- R/H S/N: AA11518, R&R Date: FEB 2007.
- L/H S/N: AA11457, R&R Date: FEB 2007.

21. #1 Eng Fire Bottle Wt Check Due: 31 DEC 2010, Hyd Test: MAY 2013,
Retire: MAY 2023, S/N: 0471
- Main Cartridge Removal Date: 1 APR 2018, (00935)
- Res. Cartridge Removal Date: 1 APR 2018, (00941)

#2 Eng Fire Bottle Wt Check Due: 31 DEC 2010, Hyd Test: MAY 2013,
Retire: MAY 2023, S/N: 0472
- Main Cartridge Removal Date: 1 APR 2018, (00931)
- Res. Cartridge Removal Date: 1 APR 2018, (00963)

22. M.L.G. Blowdown Bottle Last Service Date: 11 NOV 2008, Due Hyd. Test: NOV 2011,
Ret. Date: 1Q 2023, S/N: 1051,

23. ECU Type: Keith C4 (Freon C34a),

24. ELT Make: ARTEX C406 NHM P/N: 453-5061 S/N: 06990,
Battery Expiration Date: DEC 2013,

25. Type Oil: #1 Engine: MOBIL 254, #2 Engine: MOBIL 254,
MGB: DOD-L-85734 (BP-25), IGB: DOD-L-85734 (BP-25), TGB: DOD-L-85734 (BP-25),

26. Chadwick Provisions: M/R: Yes, T/R Yes,

27. Hoist, (if installed): N/A, Cable Insp.: N/A, Hook: N/A, Insp.: N/A,

28. Maintenance Program and Next Major Inspection Due:

MAINTENANCE PROGRAM: Sikorsky Recommended Program

PART 91:409(F)(3), 135: , 121: , 125:
- COMPUTER MAINTENANCE PROGRAM: N/A1,
- LAST MAJOR AIRFRAME INSP/PHASE C/W: A/C TT: 5.4 hrs., DATE: 11 JAN 2011,
TYPE INSP: 100 Airframe Inspection,

- NEXT INSP DUE:	25 Hour Insp. Due:	@	30.4 hrs.		
	50 Hour Insp. Due:	@	55.4 hrs.		
	100 Hour Insp. Due:	@	105.4 hrs.		
	200 Hour Insp. Due:	@	200 hrs.		
	300 Hour Insp. Due:	@	300 hrs.		
	500 Hour Insp. Due:	@	500 hrs.		
	900 Hour Insp. Due:	@	900 hrs.		
	1250 Hour Insp. Due:	@	1,250 hrs.		
	Zone 1 Insp. Due:	@	1,500 hrs.		
	Zone 2 Insp. Due:	@	1,500 hrs.		
	Zone 3 Insp. Due:	@	1,500 hrs.		
	Zone 4 Insp. Due:	@	1,500 hrs.		
	Zone 5 Insp. Due:	@	1,500 hrs.		
	3000 Hour Insp. Due:	@	3,000 hrs.		
	50 Hour Eng. Insp. Due:	@	50.0 /50.0	hrs.	Eng. Hours
	150 Hour Eng. Insp. Due:	@	150 / 150	hrs.	Eng. Hours

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EFTA01339628

300 Hour Eng. Insp. Due:	@	300 / 300	hrs.	Eng. Hours
12 Month Insp. Due:	@	11 JAN 2011		
3 Year Swashplate Insp. Due:	@	11 JAN 2013		
3 Year M/R Hub Insp. Due:	@	11 JAN 2013		
1250 Spindle Insp. Due:	@	1,250	hrs.	

Remarks:

I have determined this A/C meets the requirements for the certificate requested and I have issued FAA form 8100-2, dtd December 8, 2008 for standard airworthiness. This certificate does not change scheduled A/C inspection. Aircraft total time: 3.2 hrs Total Landing: 6	ANE-M105-4H DEC 08, 2009 Dean K. Gladfelter Dean K. Gladfelter, DAR FB44001NE
Calendar time inspection compliance, with the exception of the three (3) year proof pressure test of the landing gear emergency blowdown bottle and the five (5) year hydrostatic test of the engine fire extinguishing containers have been adjusted to begin 11-Jan-2010 IAW Sikorsky Maint. manual SA-9047-76C-2-1, 5-20-00 page 3, para. 3 (scheduling)	Ronald Holley Ronald Holley 10HC QA CRS EGRR326D 11-Jan-2010

29. Items due TBO Limits or SLL. in the next 500 hrs.: N/A, helicopter new.

30. General Condition Statement: (General description about condition of the fuselage and components, deterioration, insecure attachments, improper component installation, component operation. List of discrepancies optional.)

★ This is a strong visual inspection using this Audit Checklist as a guide. This **is not** an AIRWORTHINESS INSPECTION (i.e. 25 hr., 50 hr. 100 hr. inspection, etc.)
★ Remove: Tail drive shafting cowling, IGB cowling, TGB cowling, Tail cone access panel, fwd "E" bay panels, Battery access panel, Tailcone access panel and Race car cowl.

AIRCRAFT EVALUATION

DAMAGE HISTORY: None

INTERIOR INSPECTION:

INTERIOR CONDITION: New, # of PASSENGER SEATS: 8.
COLORS: Mica Ultrasuade (Off-white), Seats are Paprika Colored Wool Flannel, Medium Bronze Plated Hardware, Walnut Burl Wood Veneer.
FLAME TESTED - FAR: 25.853(a)(1), (a)(2), (a)(3) & (a)(4) – Reference Keystone Helicopter Report # ER01859.8 dated: 29 JAN 2010.
EMERGENCY EXIT LIGHTS & MARKINGS: Yes.
SHOULDER HARNESS CREW: Yes, CABIN SEATS: Yes.
EQUIPMENT LOCATION PLACARDS: Yes.
CABIN NOISE LEVEL CHECK, COPY OF dB SOUND SIGNATURE: 81.2 dBA Reference 760750's Interior Cabin Acoustic Data Report.
REMARKS: Aircraft interior is new and in excellent condition. It is in a eight place VIP with storage under the fore and aft bench seats, these bench seats have full length cushions, and a cockpit/cabin divider configuration. (It is a deluxe VIP Interior, featuring: cocoon/"Silencer" interior shell with isolator mounting, cabin/cockpit divider bulkhead, leather upholstery, cabin door threshold lighting, cabin switches, cabin decorative plating, cabin dome lights with cockpit control, cabin reading lights. It has a lightweight Acoustic Noise Reduction – Bay Blanket Kit installed.) The interior window panels are tinted. The basic seat frames, overhead panels, and side panels are sound (new). No torn or frayed leather is apparent. The interior is designed to meet the following load criteria: 6 G down, 4 G fwd, 3 G aft, 3 G side or any combination of such loads with a vector sum of 6 G (max) in any direction. Attach and support structure must exceed these loads by a factor

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EFTA01339629

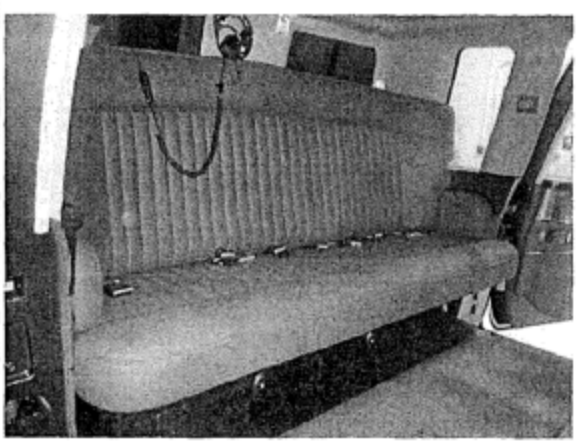
of 1.33. The "Silencer" interior has been difficult to fit properly. Much rework done on panels. REFERENCE: Interior specification.

- **Cabin Seats**: Aft facing Forward bench seat with full length cushions (bottom & back) with three (3) under seat storage drawers. The forward facing aft bench seat cushions are contoured similar to the front bench seat. A stiffener has been added to the bottom cushion. There is a shortened center fold down arm rest with internal storage located in the middle of the aft bench seat. A fuel extension cabinet with three fold down doors is located under the aft bench seat. Seat cushions covered in "paprika" colored Wool Flannel. Seat cushions styled similar to a Rolls Royce Phantom type seats.
- **Crew Seats:** New, mounting secure, sheepskin seat face inserts. First aid kit located below copilot seat. OK.

Headliner: The headliner fit is OK – minor gaps noted on close inspection where panels fit together. (Mica colored Ultra-suede) Takes skill and patience to install and remove.

Seat Belts: New, plated hardware and beige earth tone color. Operate properly.

- **Cabin Floor:** OK.
- **Carpet**: New off-white wool carpet with geometric pattern, a spare is provided for the cabin and cockpit.
- **Side Walls**: Ok, Keystone/Sikorsky had difficult time getting these to fit correctly. The wood veneer pieces do not appear to fit snuggly at seams. (Small gaps by door seams.).
- **Credenza: N/A** - Not installed.
- **Fixed Cockpit/ Cabin Bulkhead Divider:** Serviceable – A bulkhead dividing the cockpit and cabin is provided in the forward cabin. This bulkhead is integral with the "Silencer" wall panel system and cannot be removed.
- **Inst. Panel**: Serviceable, good condition. All gauges, switches and panels secure no broken or loose instrument glass. All switches, circuit breakers and knobs OK. Placards are serviceable. The panel and console paint was detailed. Four (4) EFIS Tubes, IIDS, digital radio master and weather radar.
- **Door Latches**: Operates correctly. All doors were reworked to have their door latch upper pin to fit/operate correctly.
- **Interior Window Panels**: Ok - serviceable, optically clear – tinted inner plastic panels.



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SDNY_GM_02774362

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

EFTA_00261002

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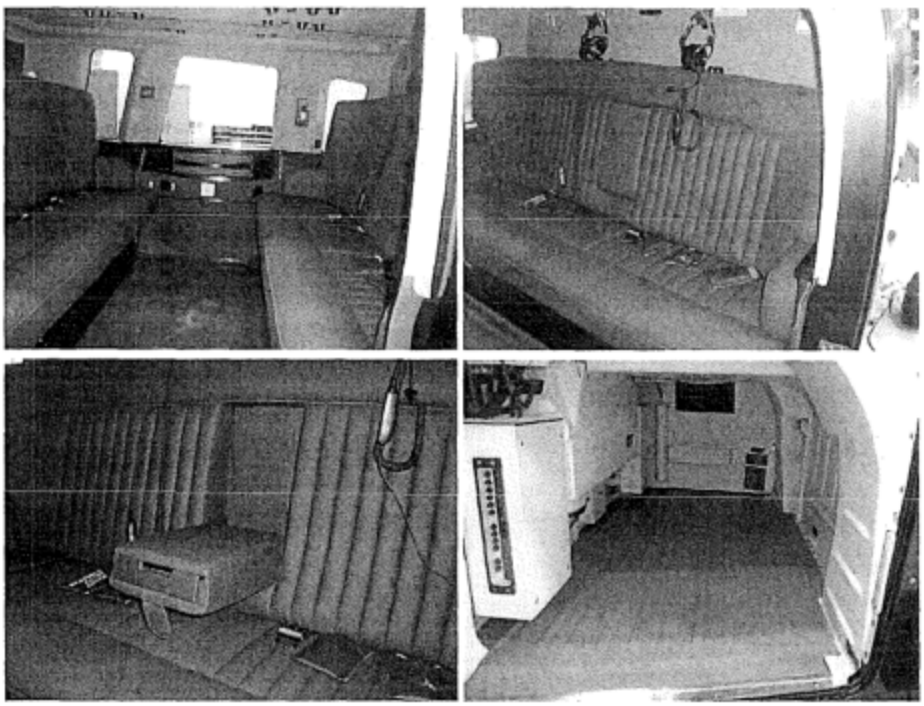

EXTERIOR INSPECTION:

A/C CONDITION: New, PAINT COND: New, DATED PAINTED: DEC 2009.
PAINT MODIFICATION CENTER: Sikorsky Global Helicopters (Keystone), Coatesville, PA.
PAINT COLORS: DuPont IMRON Phantom Grey Effect (P1251EP~400) and Silver Platinum Effect (P1253EP).
EMERGENCY EXIT MARKINGS: Yes T/R DANGER MARKINGS: No.
STROBE LIGHT: Yes EXIT LIGHT: Yes ANTI-COLLISION LIGHTS: Yes.
LIFE RAFT TIE LINE FITTING: No.
EXTERNAL A/C PROTECTIVE COVER KIT: (ENG, PITOT, BLADE TIE DOWN, ETC.): Yes.
Overall Airframe: (Hangar Rash, Corrosion, Leading & Trailing Edges, Etc.)

- Overall the aircraft is in new condition. The aircraft is painted Phantom Grey Effect overall. All components and engines are new and serviceable. It has the "3" P & "5" P bifilars installed. The engine cowling, metal exhaust section are serviceable. No corrosion areas noted on the airframe. There were no running leaks or major seeps or obvious damage noted. The flight controls are serviceable. The MGB, transverse and engine machinery decks were dry. The engine wash connections are located in the baggage compartment overhead. It has a heated glass windshield, pitot tubes and static ports. Pilot and copilot windshield wipers are installed. The vertical stabilizer inspection access panels are incorporated. The modification for cold working T/R Pylon Aft Spar Assembly fastener holes and replacing fasteners in accordance with Sikorsky CSN 76-237A, has been accomplished. The aircraft brakes and tires are new/ serviceable. Landing gear mechanisms are new/ serviceable. The Sikorsky emergency flotation system is installed. It has the standard short radome. The aircraft has a L/H & R/H "quick step" retracting boarding steps for the cabin doors.

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EFTA_00261003
EFTA01339631

The doors now operate smoothly and shut properly. Latches work OK. All door seals are serviceable. The forward "E" Bays are OK, rain covers installed and Avionic mounting secure. The baggage compartment is clean, no oil dripping from ceiling, which is caused by any oil leaking from machinery deck. The baggage door seals are serviceable. The baggage compartment wall panels are in good (new) condition. The historical records and aircraft and engine logbooks are complete.

Windshield: Heated glass windshield – new. The windshield and windows are optically clear. Windshield wipers installed. The top of the windshields have a green tinted 3M Film applied.

- **Windows**: Replaced L/H cabin door window.
- **Doors**: R/H cabin & R/H cockpit doors operate properly. NACA Scoops (ram fresh air vent) on cockpit doors and removed from cabin doors. Need to adjust both L/H & R/H cabin doors. (All

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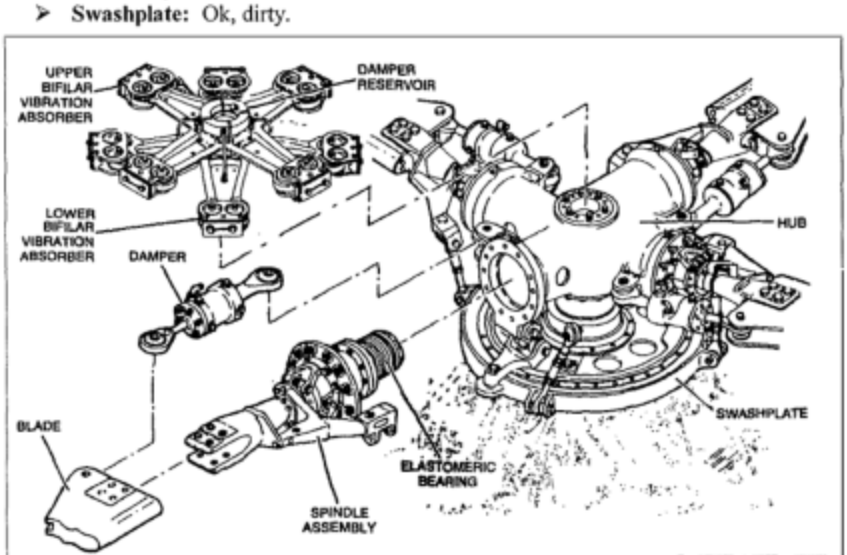
EFTA01339632

doors adjusted) Single Action- Cabin & Cockpit Emergency Door Release - one link is added to the Emergency Door Release Pull-Lever that simultaneously raises the Door Lock, thus permitting a single release of the cabin and cockpit door locks in an emergency condition.

- **Quick step:** Op-checked OK.
- **Nose & Radome:** No obvious defects noted.

Fwd "E" Bay: Clean – OK. Pulselites/recognition lights installed to shine through forward chin bubbles.

- **Aft "E" Bay:** Clean – OK.
- No defects noted, - floor protector incorporated.
- **Flight Controls**: Ok, no obvious discrepancies noted.
- **Servos**: Ok, mounting secure – no leaks.
- **Hydraulic System:** Ok, Properly serviced, quick disconnects relocated to baggage compartment overhead.
- **M/R Head:** "3" P & "5" Bifilars installed, bonding straps installed, Serviceable. Spot paint P/C Rods.
    - **Spindles:** Ok – bonding straps installed.
    - **Dampers:** Ok.
    - **Bifilar:** Ok – serial numbers on "5" P weights difficult to read.
    - **Rotating Scissors:** Ok.
    - **Stationary Scissors:** Ok.
    - **Swashplate:** Ok, dirty.



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- **M/R Blades**: New, Paint scheme #2, full-length titanium erosion strip. All M/R blade root end spindle attachment shims edges pro-sealed. All blades are P/N 76150-09100-053. There is no hangar rash or wear marks on the blades. M/R Blade sequence red, black, yellow, and blue.
  - **Red** (A086-03958)**:** Serviceable – new, this blade is a replacement for A086-03771 which was replaced due to tracking difficulties and the inability to get a smooth ride with the original blade.
  - **Blue** (A086-03769)**:** Serviceable – new
  - **Yellow** (A086-03768)**:** Serviceable – new
  - **Black** (A086-03773)**:** Serviceable – new
- **MGB & MGB Deck Area**: Clean, no leaks noted, properly serviced and mounting secure. The wires, hoses and lines in vicinity of the MGB are properly mounted and secure. Lower MGB transverse deck area clean.
- **Rotor Brake:** OK – New, actuator properly serviced.
- **Engine Area**: Overall clean, lines and harness secure. Firewalls OK. No major fuel or oil leaks noted. No major discrepancies noted with wiring harness, lines and hoses, except minor oil seeps on #1 & #2 engine. (corrected). Inlet filters clean. Eaton pulse electric Chip detector system (FUZZ Burner). Engines and Airframe total time 0.0 hours at installation. No borescope inspection done at this time.
  - **Shafting:** OK.
  - **#1 Eng**: Serviceable (new), Turbomeca has accepted the engine operating parameters and power margins. Mounting secure. Passed power assurance check. Replaced "Harley" Tube.
  - **#2 Eng**: Serviceable (new), Turbomeca has accepted the engine operating parameters and power margins. Mounting secure. Passed power assurance check. Corrected oil seeps. Replaced Generator vent tube.
- **Intermediate Gearbox (IGB):** OK, properly serviced, mounting secure.
- **Trail Drive Shaft:** Ok.
  - **Viscous Dampers & Bearings:** OK, properly serviced viscous dampers.
- **Tailboom Area**: OK.
  - **T/R Cables & Fairleads:** OK.
- **T/R Gearbox**: Serviceable, properly serviced and mounting secure.
- **T/R Blades**: New. Bonding straps installed.
- **Horizontal & Vertical Stabilizers**: OK. Inspection panel installed per CSN 76-207. Static wicks installed on Horizontal Stabilizer. Cold worked T/R Pylon Aft Spar Assembly fastener holes and replaced fasteners in accordance with Sikorsky CSN 76-237A.
- **Wheelwells & Landing Gear:** Properly serviced, emergency flotation system installed.
  - **Right Main**: New, properly serviced.
  - **Left Main**: New, properly serviced.
  - **Nose**: New, properly serviced.
  - **Brakes & Tires**: New, serviceable.
  - **Emergency Flotation System:** New Installation, Properly serviced – serviceable.
- **A/C Belly:** OK, antennas secure. All antennas sealed at the base.
- **Fuel Tanks:** OK - No leaks or seeps, locking hinged fuel caps.
- **Cowling:** OK, fit fair.
- **Corrosion**: None noted.
- **Leaks**: No running leaks, seeps or stains noted.
- **Hangar Rash**: New.

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CONFIDENTIAL Subject to Protective Order IATS - 000261
SDNY_GM_02774366
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261006
EFTA01339634

MAINTENANCE INSPECTION:

- CHECK OUT ALL INTERNAL & EXTERNAL LIGHTING: Yes

ACCEPTANCE TEST FLIGHT: Februa_ry 2010

REFERENCE SIKORSKY ACCEPTANCE CHECKLIST SHEETS

Acceptance Test Flight: 9 FEB 2010

ECU IN FLIGHT CHECK OUT: ✓ HEAT/VENT IN-FLIGHT CHECK OUT: ✓

IN-FLIGHT CHECK OUT: Weather Radar: ✓ COMM'S: ✓ NAV: ✓

EFIS: ✓ GLIDE SCOPE ✓ MARKER BEACON ✓ IIDS: ✓

VOR/VOT accuracy check: #1 ✓ / #2 ✓ ADF: ✓ DME: ✓

XPONDER #1 & #2: ✓ ADC#1 ✓ ADC #2: ✓ Standby ALT: ✓

RAD ALT: ✓ EGPWS: ✓ TCAS I: ✓ Standby A/S: ✓

GARMIN 200: ✓ #1 AHRS: ✓ #2 AHRS: ✓ Standby ADI: ✓

ALT ALERTER: ✓ UNS-1F FMS: ✓ ILS: ✓

PASSENGER BREIFER: N/A ICS SYSTEM: ✓ A/C WEIGHT: ✓

FLIGHT IMAGE RECORDER (DVRS): N/A CVR: ✓

AUTO-PILOT TEST: ✓ FUEL QTY TEST: No

Remarks:

COMPLETE POST FLIGHT INSP & LEAK CHECK OF ALL COMPONENTS, GEARBOXS AND SYSTEMS:

SUMMARY

1. LED Landing Lights, Strobe Lights, Anti-collision Lights, Logo Lights and Recognition Lights.
2. The Red Main Rotor Blade was replaced.
3. C/W CSN 76-237A - Vertical Stabilizer Aft Spar assembly - Cold worked T/R Pylon Aft Spar Assembly fastener holes and replaced fasteners.
4. C/W ASB 76-76-5 – Engine Power Control Levers (ECL) In-Track Force Adjustment.
5. Replaced L/H cabin door window – was not optically clear.

LIST OF FAA FORM 337'S & STC'S
S-76C++, S/N 760750

N750A **RECORD OF MAJOR REPAIRS AND ALTERATIONS** **S/N: 760750**

Page 1

No	Date of 337	Repair	Alter.	Description		Date removed or Superseded
1	11 January 2010		X	Type Certificate Removals		
2	11 January 2010		X	Type Certificate Installs		
3	11 January 2010		X	Misc. Interior Installs		
4	11 January 2010		X	Hydraulic Quick Disconnects		
5	11 January 2010		X	Eaton Zapper system	STC#: SR01472NY	
6	11 January 2010		X	Tail Pylon Modification kit 76070-20566-011		
7	11 January 2010		X	KHC Misc 8110		
8	11 January 2010		X	KHC Cabin ICS& Entertainment System 8110		
9	11 January 2010		X	KHC 115VAC, 60HZ, 1KVA Converter 8110		
10	11 January 2010		X	Single UNS-1Fw FMS with LPV	STC#: SR02691NY	
11	22 January 2010		X	LED External Lights	STC#: SR02446NY-D	
12	22 January 2010		X	Garmin GDL 69/69A	STC#: SR02424NY-D	
13	22 January 2010		X	TrueNorth Avionics Satcom with optional Wi-Fi	STC#: SR02570NY-D	

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

EFTA_00261007

EFTA01339635

DATE: January 27, 2010

S-76 COMPONENT LIST

S-76C++ S/N: 760750 A/C TT: 19.0 HRS TOTAL LANDINGS: 30
#1 ENGINE: Arriel 2S2 S/N: 42285 ENG TT: 19.0 HRS
#2 ENGINE: Arriel 2S2 S/N: 42286 ENG TT: 19.0 HRS

NOMENCLATURE	PART NUMBER	S/N	T.T.	TSO	T.REMAIN	TBO/SLL
M/R Blade red	76150-09100-053	A086-03958	5.9	--	27,994.1	28,000..
M/R Blade black	76150-09100-053	A086-03773	19.0	--	27,981.0	28,000..
M/R Blade yellow	76150-09100-043	A086-03768	19.0	--	27,981.0	28,000..
M/R Blade blue	76150-09100-049	A086-03769	19.0	--	27,981.0	28,000..
M/R Head Assy	76000-09500-546	76COMMON00291	19.0	--	19,581.0	19,600.
M/R Hub	76103-08010-049	B027-00368	19.0	--	17,981.0	18,000.
Spindle red	76102-08001-045	G134-00766	19.0	--	4, 981.0	5000.
Spindle blue	76102-08001-043	G134-00716	19.0	--	4, 981.0	5000.
Spindle yellow	76102-08001-043	G134-00775	19.0	--	4, 981.0	5000.
Spindle black	76102-08001-043	G134-00754	19.0	--	4, 981.0	5000.
Horn red	76102-08011-046	A050-04087	19.0	--	21,681.0	21,700.
Horn blue	76102-08011-046	A050-04085	19.0	--	21,681.0	21,700.
Horn Yellow	76102-08011-046	A050-04107	19.0	--	21,681.0	21,700.
Horn Black	76102-08011-046	A050-04091	19.0	--	21,681.0	21,700.
Spindle Nut red	76102-08003-102	D186-03918	19.0	--	4, 981.0	5,000.
Spindle Nut blue	76102-08003-102	D186-04107	19.0	--	4, 981.0	5,000.
Spindle Nut yellow	76102-08003-102	D186-04056	19.0	--	4, 981.0	5,000.
Spindle Nut black	76102-08003-102	D186-04104	19.0	--	4, 981.0	5,000.
Kahr Bearing red	SB 5206-202	B199-21436	19.0	--	1,231.0	1,250
Kahr Bearing blue	SB 5206-202	B199-21437	19.0	--	1,231.0	1,250
Kahr Bearing yello	SB 5206-202	B199-21444	19.0	--	1,231.0	1,250
Kahr Bearing black	SB 5206-202	B199-21395	19.0	--	1,231.0	1,250
M/R Swashplate	76104-08500-044	A238-00476	19.0	--	19,181.0	19,200.
Bifilar Assy.	76107-08100-013	--	--	--	--	--
Upper Arm Assy.	76107-08001-104	D173-00100	13.6	--	29,386.4	29,400.
Lower Arm Assy.	76107-08001-104	D173-00075	19.0	--	29,381.0	29,400.
Bifilar Weight Assy	76107-08004-057	E187-00935	19.0	--	29,381.0	29,400.
Bifilar Weight Assy	76107-08004-057	E187-00924	19.0	--	29,381.0	29,400.
Bifilar Weight Assy	76107-08004-057	E187-00908	19.0	--	29,381.0	29,400.
Bifilar Weight Assy	76107-08004-057	E187-00912	19.0	--	29,381.0	29,400.
Bifilar Weight Assy	76107-08004-058	H188-00153	13.6	--	29,386.4	29,400.
Bifilar Weight Assy	76107-08004-058	H188-00158	13.6	--	29,386.4	29,400.
Bifilar Weight Assy	76107-08004-058	H188-00154	13.6	--	29,386.4	29,400.
Bifilar Weight Assy	76107-08004-058	H188-00159	13.6	--	29,386.4	29,400.
Main Gearbox	76351-09600-045	A231-00485	19.0	--	3,731.0	3,750.
IGB	76357-05600-041	A242-00472	19.0	--	4,481.0	4,500.
TGB	76358-05600-041	A239-00477	19.0	--	4,481.0	4,500.

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EFTA01339636

S-76 COMPONENT LIST

NOMENCLATURE	PART NUMBER	S/N	T.T.	TSO	T.REMAIN	TBO/SLL
MGB Support Fit.	76209-03001-057	H021-00356	19.0	--	23,381.0	23,400.
MGB Support Fit.	76209-03001-058	H021-00309	19.0	--	23,381.0	23,400.
T/R Blade Assy. (I)	76101-05501-042	A245-01026	19.0	--	--	--
Blade	76101-05020-048	A334-04676	19.0	--	19,981.0	20,000.
Blade	76101-05020-048	A334-04677	19.0	--	19,981.0	20,000.
Spar	76101-05017-045	A293-05289	19.0	--	On Cond.	On Cond.
T/R Horn	76101-05006-042	B361-01051	19.0	--	11,981.0	12,000.
T/R Horn	76101-05006-042	B361-00990	19.0	--	11,981.0	12,000.
T/R Blade Assy. (O)	76101-05501-042	A245-01027	19.0	--	--	--
Blade	76101-05020-048	B334-00124	19.0	--	19,981.0	20,000.
Blade	76101-05020-048	A334-04678	19.0	--	19,981.0	20,000.
Spar	76101-05017-045	A293-05293	19.0	--	On Cond.	On Cond.
T/R Horn	76101-05006-042	B361-01039	19.0	--	11,981.0	12,000.
T/R Horn	76101-05006-042	B361-00949	19.0	--	11,981.0	12,000.
T/R outboard Retaining Plate	76102-05001-047	A131-00749	19.0	--	9,081.0	9,100.
T/R D/S Brg Spt Assy.	76361-04007-042	C348-00376	19.0	--	2,981.0 JAN 2015	3,000. 5 Years
Bearing	SB1138-101/-102	--	19.0	--	2,981.0 JAN 2015	3,000. 5 Years
T/R D/S Brg Spt Assy.	76361-04007-041	C348-00372	19.0	--	2,981.0 JAN 2015	3,000. 5 Years
Bearing	SB1138-101/-102	--	19.0	--	2,981.0 JAN 2015	3,000. 5 Years
T/R D/S Brg Spt Assy.	76361-04007-041	C348-00385	19.0	--	2,981.0 JAN 2015	3,000. 5 Years
Bearing	SB1138-101/-102	--	19.0	--	2,981.0 JAN 2015	3,000. 5 Years
Servo, FWD	76650-09805-111	B345-02101	19.0	--	2,981.0	3,000.
Servo, Aft	76650-09805-111	B345-02097	19.0	--	2,981.0	3,000.
Servo, LAT	76650-09805-111	B345-02102	19.0	--	2,981.0	3,000.
Servo, T/R	76650-05801-114	B346-00902	19.0	--	1,981.0	2,000.
Tail Cone	76000-04000-041	--	19.0	--	--	--
Stabilizer Retain. Fit.	76200-04004-046	B355-00249	19.0	--	13,981.0	14,000.
Stab. Support Fitting	76209-24004-049	C317-00243	19.0	--	13,981.0	14,000.
Stabilizer Assy.	76200-06003-055	B253-02518	19.0	--	37,681.0	37,700.
DC Start/Gen.	76550-09006-108	6479	19.0	--	981.0	1,000.
DC Start/Gen.	76550-09006-108	9170	19.0	--	981.0	1,000.
Bleed Air Shut-off Val	76500-07903-103	2328	19.0	--	--	On Cond.
Bleed Air Shut-off Val	76500-07903-102	2315	19.0	--	--	On Cond.

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S-76 COMPONENT LIST

NOMENCLATURE	PART NUMBER	S/N	T.T.	TSO	T.REMAIN	TBO/SLL
Actuator, Pitch	76900-01802-106	0818129	19.0	--	2,981.0	3,000.
Actuator, Pitch	76900-01802-106	0815123	19.0	--	2,981.0	3,000.
Actuator, Roll	76900-01802-106	0815124	19.0	--	2,981.0	3,000.
Actuator, Roll	76900-01802-106	0820149	19.0	--	2,981.0	3,000.
Actuator, Yaw	76900-01802-106	0813072	19.0	--	2,981.0	3,000.
Actuator, Yaw	76900-01802-106	0837269	19.0	--	2,981.0	3,000.
L/H Main L/G	76250-02500-109	B1627	19.0	--		--
Cylinder	2071-2	HSM3883	30 C	--	107,970 C	108,000 C
Piston	2071-4	HSM3835	30 C	--	128,670 C	128,700C
Axle Support. Fitting	2071A12	HSM3954	30 C	--	33,270 C	33,300 C
Pin, Universal to Cyl.	2071-29	HSM 1831	30 C	--	71,970 C	72,000 C
Drag Brace, lower	2071-74	HSM3560	30 C	--	206,970 C	207,000 C
D/Brace Rod End	2071-35	HSM3851	30 C	--	107,358 C	107,388 C
Up. Torque Arm	2071-46	HSM3622	30 C	--	120,700 C	120,730 C
Pin, Rod/Up Trq Arm	2071-32	HSM1646	30 C	--	112,470 C	112,500 C
Lower Torque Arm	2071-47	HSM3667	30 C	--	53,646 C	53,676C
P/Rod, Rod End	2071A235	HSM0401	30 C	--	61,170 C	61,200C
Axle	2071-85	HSM3724	30 C	--	105,180 C	105,210 C
L/H MLG Actuator	1945G200-01	BIC5589	19.0	--	--	--
Outer Cylinder	1945F302	HSM4145	30 C	--	31,920 C	31,950C
Piston	1945E314	HSM0611	30 C	--	148,470 C	148,500 C
Ret. Actuator Piston	1945-210	HSM1900	30 C	--	35,970 C	36,000C
Retraction Brace	2071-76-01/-02	HSM13424	30 C	--	184,443 C	184,473 C
R/H Main L/G	76250-02500-110	B1628	19.0	--		--
Cylinder	2071-2	HSM3826	30 C	--	107,970 C	108,000 C
Piston	2071-4	HSM3810	30 C	--	128,670 C	128,700C
Axle Support. Fitting	2071A12	HSM3959	30 C	--	33,270 C	33,300 C
Pin, Universal to Cyl.	2071-29	HSM 1817	30 C	--	71,970 C	72,000 C
Drag Brace, lower	2071-74	HSM3578	30 C	--	206,970 C	207,000 C
D/Brace Rod End	2071-35	HSM3834	30 C	--	107,358 C	107,388 C
Up. Torque Arm	2071-46	HSM3634	30 C	--	120,700C	120,730 C
Pin, Rod/Up Trq Arm	2071-32	HSM1657	30 C	--	112,470 C	112,500 C
Lower Torque Arm	2071-47	HSM3640	30 C	--	53,646 C	53,676C
P/Rod, Rod End	2071A235	HSM0394	30 C	--	61,170 C	61,200C
Axle	2071-85	HSM3719	30 C	--	105,180 C	105,210 C
L/H MLG Actuator	1945G200-01	BIC5596	19.0	--	--	--
Outer Cylinder	1945F302	HSM4143	30 C	--	31,920 C	31,950C
Piston	1945E314	HSM0622	30 C	--	148,470 C	148,500 C
Ret. Actuator Piston	1945-210	HSM1853	30 C	--	35,970C	36,000C
Retraction Brace	2071-76-01/-02	HSM23404	30 C	--	184,443 C	184,473 C
Nose L/G	76250-01000-111	B10659	19.0	--	--	--
Axle	2070-85	HSM3390	30 C	--	204,218 C	204,248 C

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S-76 COMPONENT LIST

NOMENCLATURE	PART NUMBER	S/N	T.T.	TSO	T.REMAIN	TBO/SLL
Fork	2070-60	HSM5343	30 C	--	143,970 C	144,000 C
Cylinder	2070-2	HSM3301	30 C	--	60,720 C	60,750 C
Piston	2070-4	HSM3380	30 C	--	161,421 C	161,451 C
N/L/G Actuator	2070A200	BIC10439	19.0	--	--	--
D. Brace Cylinder	2070-201	HSM5337		--	103,470 C	103,500 C
D. Brace Piston	2070-212	HSM3407		--	139,970 C	140,000 C
Piston Rod	1944E204	HSM3337		--	98,970C	99,000C
ENGINE SECTION	0292252930					14,000 C
#1 Engine	ARRIEL 2S2	42285TEC	19.0	--	2,981.0 Oct 2023	3,000. 15 Years
Flector Assy.	0292907340	5204	19.0	--	2,981.0	3,000.
Accessory GB MO1	70BM017800	7116	19.0	--	2,981.0	3,000.
Compressor MO2	70BM027800	7918	19.0	--	2,981.0	3,000.
Gas Generator MO3	70BM037800	10511	19.0 41 C	--	2,981.0 9,959 C	3,000. 10,000 C
Free Turbine MO4	70BM041750	7386	19.0 41 C	--	2,981.0 9.959 C	3,000. 10,000 C
Reduction GB MO5	70MB057800	11416	19.0	--	2,981.0	3,000.
HP/LP Pump & Meter Unit	0292860930	243TEC	19.0	--	2,981.0	3,000.
Oil Cooler Blower	VCT-1518C	01042	19.0	--	2,981.0	3,000.
Barrier Filter, Face	76302-07800-104	0560	7.4	--	--	On Cond.
Barrier Filter, Main	76302-07800-103	0565	7.4	--	--	On Cond.
#2 Engine	ARRIEL 2S2	42286TEC	19.0	--	2,981.0 Oct 2023	3,000. 15 Years
Flector Assy.	0292907340	5203	19.0	--	2,981.0	3,000.
Accessory GB MO1	70BM017800	7117	19.0	--	2,981.0	3,000.
Compressor MO2	70BM027800	7919		--	2,981.0	3,000.
Gas Generator MO3	70BM037800	10512	19.0 40.1 C	--	2,981.0 9,959.9 C	3,000. 10,000 C
Free Turbine MO4	70BM041750	7387	19.0 40.1 C	--	2,981.0 9,959.9 C	3,000. 10,000 C
Reduction GB MO5	70MB057800	11417		--	2,981.0	3,000.
HP/LP Pump & Meter Unit	0292860930	250TEC	19.0	--	2,981.0	3,000.
Oil Cooler Blower	VCT-1518C	01027	19.0	--	2,981.0	3,000.
Barrier Filter, Face	76302-07800-104	0559	7.4	--	--	On Cond.
Barrier Filter, Main	76302-07800-103	0564	7.4	--	--	On Cond.
Fuel Selector Valve	65317-03006-109	1202	19.0	--	DEC 2018	10 Years
Fuel Selector Valve	65317-03006-110	1217	19.0	--	DEC 2018	10 Years

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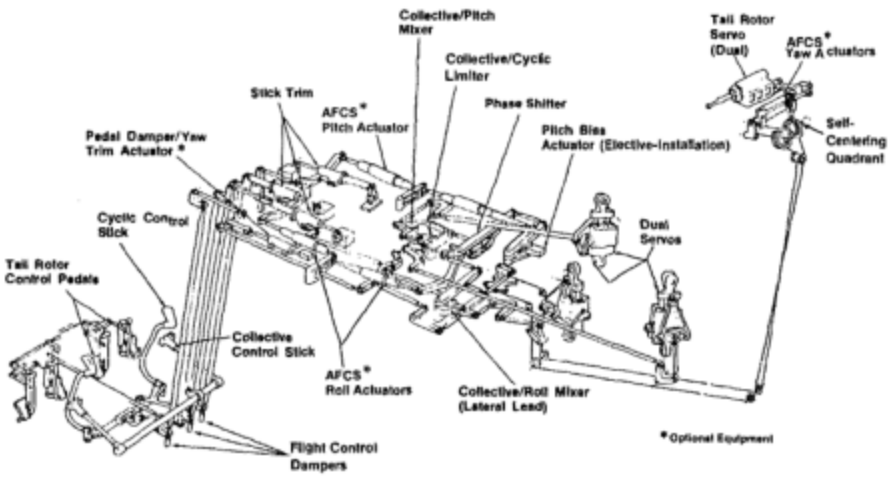
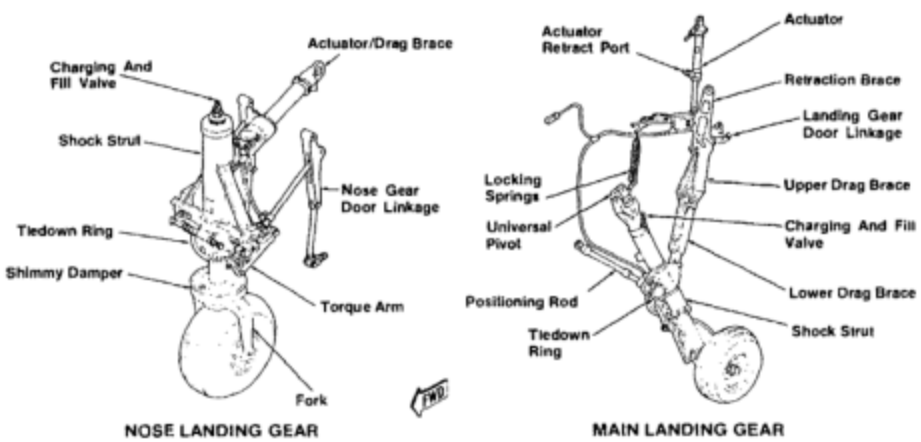
FLIGHT CONTROLS



LANDING GEAR SYSTEM



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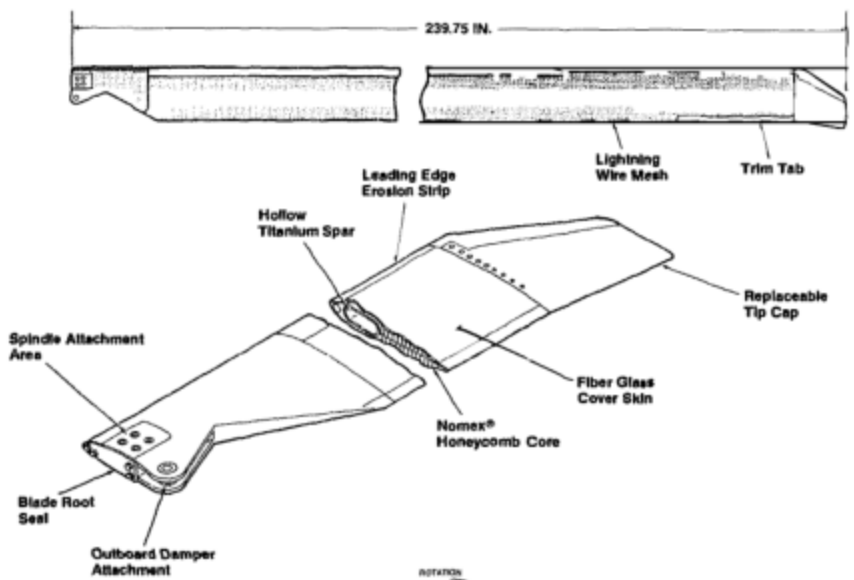
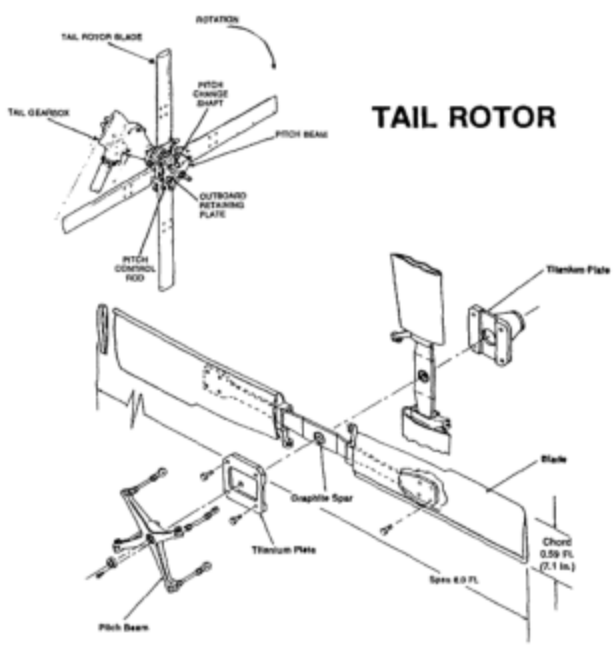
MAIN ROTOR BLADE



TAIL ROTOR



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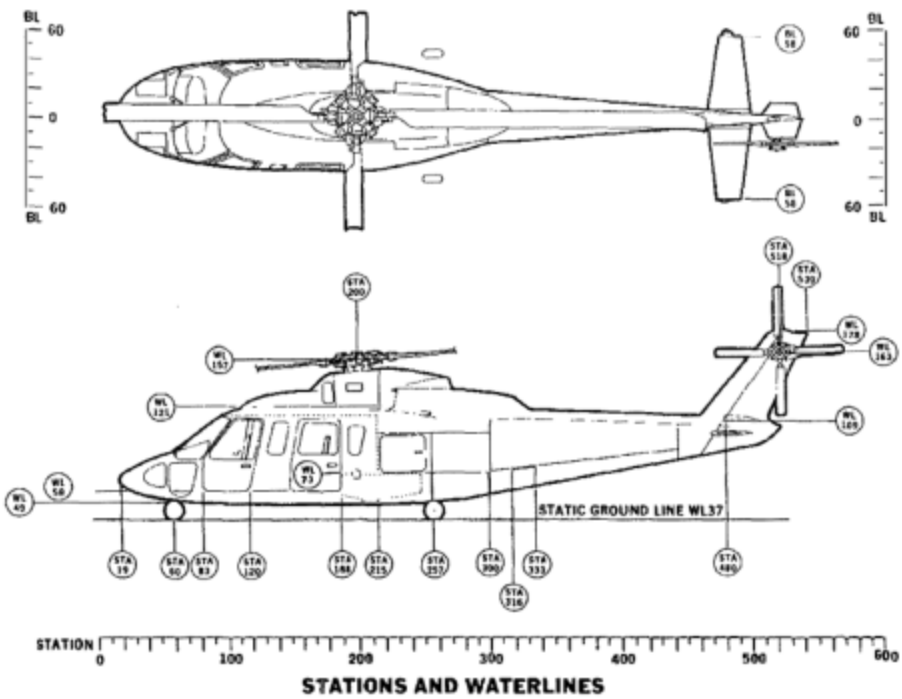
SDNY_GM_02774373
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261013
EFTA01339641



STATIONS AND WATERLINES

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CONFIDENTIAL

Subject to Protective Order

IATS - 000270

SDNY_GM_02774375

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

EFTA_00261015

Sikorsky
A United Technologies Company

AIRWORTHINESS DIRECTIVES

MODEL NO: S76C REGISTRATION NO: . SERIAL NO: 760750

AD NO.	AD DATE	DESCRIPTION	DATE COMPLIED	SIGNED ORGANIZATION
AD 89-07-12	27-Apr-89	T/R HORN LIFE LIMITS - REFER. T.R. BLADE LOG CARD - TIME COMPLIANCE		
AD 98-17-15	01-Feb-99	INSP. SWASHPLATE BRG RETAINING BOLTS - (REF. SWASHPLATE LOG CARD) - N/A	01-Dec-08	L. Dolph Keystone Helicopter
AD 99-01-09	03-Mar-99	TEST FUEL SUPPLY LINES - N/A BY A/C SERIAL NO.	01-Dec-08	L. Dolph Keystone Helicopter
AD 99-07-01	07-Apr-99	ONE ENGINE INOP PERFORMANCE - NA BY P/N ENGINE HMU INSTALLED	01-Dec-08	L. Dolph Keystone Helicopter
AD 99-19-30	31-Aug-00	INSP. T.G.B. FWD FAIRING ANGLES - INSPECTED AS PER ASB 76-55-16A NEXT INSP. DUE: 1500 HRS.	01-Dec-08	L. Dolph Keystone Helicopter
AD 2000-11-52	31-Aug-00	M.R. BLADE ROOT POCKET INSPECTION - (REFERENCE M.R. BLADE LOG) - N/A	01-Dec-08	L. Dolph Keystone Helicopter
AD 2000-23-52	16-Feb-01	REPETITIVE INSP. M.R. SHAFT - (REFERENCE M.G.B. LOG CARD) NOTE: SUPERSEDED BY AD2001-10-6, DATED: JUNE 21, 2001- N/A	01-Dec-08	L. Dolph Keystone Helicopter
AD 2001-01-04	02-Feb-01	INSP. M.L.G. POSITIONING RODS AND ROD ENDS - INSPECTED AS PER B.F. GOODRICH SB76A-32-03 - (REFER TO MLG LOG CARD)- N/A by A/C S/N	01-Dec-08	L. Dolph Keystone Helicopter
AD 2001-03-51	01-Mar-01	INSP. CERTAIN M.R. SHAFT - (REFERENCE M.G.B. LOG CARD) - INC	01-Dec-08	L. Dolph Keystone Helicopter

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EFTA01339643

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Subject to Protective Order

IATS - 000271

SDNY_GM_02774376

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

EFTA_00261016

Sikorsky
A United Technologies Company

AIRWORTHINESS DIRECTIVES

MODEL NO: S76C REGISTRATION NO: . SERIAL NO: 760750

AD NO.	AD DATE	DESCRIPTION	DATE COMPLIED	SIGNED ORGANIZATION
AD 2001-10-06	21-Jun-01	REPLACE CERTAIN M.R. SHAFTS - (REFERENCE M.G.B. LOG CARD)- N/A	01-Dec-08	L. Dolph Keystone Helicopter
AD 2001-25-06	10-Dec-01	AHRS MODIFICATION OF #1 & #2 - (NA THIS AIRCRAFT)	01-Dec-08	L. Dolph Keystone Helicopter
AD 2001-22-14	10-Dec-01	OVERLAND AVIATION SERVICES FIRE EXTINGUISHING SYS. BOTTLE CARTRIDGE - (NA THIS AIRCRAFT)	01-Dec-08	L. Dolph Keystone Helicopter
AD 2002-15-51	26-Jul-02	PREVENT FAILURE OF A MAIN ROTOR BLADE - (REFER TO M.R.B. LOG CARD) - N/A	01-Dec-08	L. Dolph Keystone Helicopter
AD 2002-16-25		INSP. OF FUEL METERING HP/LP PUMP ASSY.'s ON ARRIEL MODEL 2S1 ENGINES - (NOT APPLICABLE TO ENG. S/N's INSTALLED)	01-Dec-08	L. Dolph Keystone Helicopter
AD 2002-21-07		M/R SPINDLE INSPECTION - (REFER TO LOG CARD) - N/A	01-Dec-08	L. Dolph Keystone Helicopter
AD 2003-03-12		TURBOMECA ENGINE - TU 54 & TU 70A MODIFICATION INCORPORATION OF	01-Dec-08	L. Dolph Keystone Helicopter
AD 2003-04-15		ROTOR BRAKE DISC INSPECTION & REMOVAL OF - (NA THIS AIRCRAFT)	01-Dec-08	L. Dolph Keystone Helicopter
AD 2003-14-18		M/L/G BRAKE ASSY. INSP.	01-Dec-08	L. Dolph Keystone Helicopter

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EFTA01339644

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

MODEL NO: S76C REGISTRATION NO: . SERIAL NO: 760750

AD NO.	AD DATE	DESCRIPTION	DATE COMPLIED	SIGNED ORGANIZATION
AD 2004-06-04		AIRCRAFT WITH DUAL CHANNEL AUTOPILOT & WITH DUAL INVERTERS - (NOT APPLICABLE PER A/C SERIAL NUMBER)	01-Dec-08	L. Dolph Keystone Helicopter
AD 2003-04-06		HONEYWELL PRIMUS II RNZ-850/851 INTEGRATED NAVIGATION UNITS - (N/A - SYSTEM NOT INSTALLED)	01-Dec-08	L. Dolph Keystone Helicopter
AD 2005-22-01	17-Oct-05	M.R. HUB PILOT FITTING - N/A TO THIS PILOT FITTING	01-Dec-08	L. Dolph Keystone Helicopter
AD 2006-22-05		HONEYWELL PRIMUS II RNZ-850/851 INTEGRATED NAVIGATION UNITS - (N/A - SYSTEM NOT INSTALLED)	01-Dec-08	L. Dolph Keystone Helicopter
AD 2007-02-17	02-Mar-07	TURBOMECA - 1S1 ENGINES - (NOT APPLICABLE THIS AIRCRAFT)	01-Dec-08	L. Dolph Keystone Helicopter
AD 2007-11-05	16-May-07	MAIN ROTOR SHAFT INSPECTION - (NOT APPLICABLE THIS S/N SHAFT)	01-Dec-08	L. Dolph Keystone Helicopter
AD 2007-24-10	14-Dec-07	HMU FUEL FILTER DRAIN SCREW REPLACEMENT (N/A THIS AIRCRAFT)	01-Dec-08	L. Dolph Keystone Helicopter

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SDNY_GM_02774377

EFTA_00261017

EFTA01339645

SIKORSKY AIRCRAFT CORPORATION

S-76 INTERIOR CABIN ACOUSTIC DATA REPORT

Aircraft Information	
Aircraft Model:	Sikorsky S-76C++
Airframe Number:	760750
Registration No:	N722JE
Customer:	Air Ghislaine
Interior Type:	VIP
Date Acquired:	February 5, 2010
Acquired By:	Z. Bezinque

Flight Test Information			
Engine Torque:	73%	Airspeed:	143 knots
Altitude MSL:	2000 ft	Air Temp:	0 C
Fuel @ Data:	1630 lbs	No. of Pax:	4 souls
Empty GVW:	8353 lbs	Test GVW:	10723 lbs
Test Pilots:	T. Everret, S. Sheard		
Test Location:	Coatesville, PA		

Fleet Average Comparison	This Aircraft	Fleet Average	Margin to Fleet
dBA:	81.2	83.0	-1.8
SIL4:	68.6	71.9	-3.3
1kHz:	77.0	78.4	-1.4

Test Equipment	Equip Type	Manuf	Model	BB Number
Data Recorder:	Teac	LX-120-8AL	535365	
Microphone:	B&K	4192	2686211	
PreAmplifier:	L/D	902	4503	
Power Supply:	L/D	2221	293	
Calibrator:	B&K	4231	2691596	
Analyzer:	HP	35670A	S12S-462	

Test Description

The acoustic values listed herein were acquired with instrumentation and methodology as specified in MIL-STD-1474D, Requirement 7 and SAE ARP 1994. The data were acquired during Straight & Level Flight with all Vents and Windows closed. The Vent Blower, ECS and Heater Systems were off. An Average of the three Aft Cabin and three Forward Cabin positions are used to calculate the aircraft average values shown above.

Interior Information			
Base Type Interior:	Silencer		
Ceiling Cover:	Ultra Suede		
Sidewall Cover	Ultra Suede		
Forward Bulkhead:	2 Small Sliders		
Seating Arrangement:	4 + 4		
Cabin Door Type: Port:	Plug	Stbd:	Plug
Main Transmission S/N:	A231-00485		
	TSN: 19.5	TSO:	

Test Notes

Sikorsky
A United Technologies Company

Octave Band, dBA and SIL-4 Results

Cockpit Data

Freq	CoPilot		Pilot
31	106.1		108.5
63	98.5		102.9
125	95.0		97.8
250	89.1		90.4
500	87.6		90.4
1kHz	84.0		88.8
2kHz	79.6		80.6
4kHz	72.2		73.8
8kHz	66.1		68.6
dBA	89.4		92.6
SIL4	80.9		83.4

Forward Cabin Data

Freq	Port	Center	Stbd
31	97.4	97.2	96.5
63	93.5	92.4	92.2
125	89.7	87.8	90.5
250	82.2	83.1	82.3
500	75.2	76.0	75.8
1kHz	76.5	78.2	76.1
2kHz	65.3	65.7	65.5
4kHz	56.4	56.0	56.2
8kHz	49.7	49.5	49.2
dBA	80.6	81.4	80.7
SIL4	68.4	69.0	68.4

Mid Cabin Data

Freq	Port	Center	Stbd
31	96.9	97.6	97.0
63	92.9	92.9	92.3
125	88.0	85.0	89.6
250	83.3	81.4	82.2
500	75.9	76.2	76.5
1kHz	75.6	76.6	76.5
2kHz	65.2	64.5	67.4
4kHz	57.2	56.1	57.7
8kHz	50.2	49.7	50.6
dBA	80.4	80.1	80.9
SIL4	68.5	68.4	69.5

Aft Cabin Data

Freq	Port	Center	Stbd
31	98.7	98.7	97.2
63	96.1	95.7	95.9
125	92.0	89.1	92.5
250	82.5	83.0	83.0
500	73.7	74.5	76.7
1kHz	76.2	76.8	78.4
2kHz	66.4	64.6	67.7
4kHz	55.7	55.0	57.0
8kHz	49.2	48.5	49.3
dBA	81.2	80.8	82.5
SIL4	68.0	67.7	70.0

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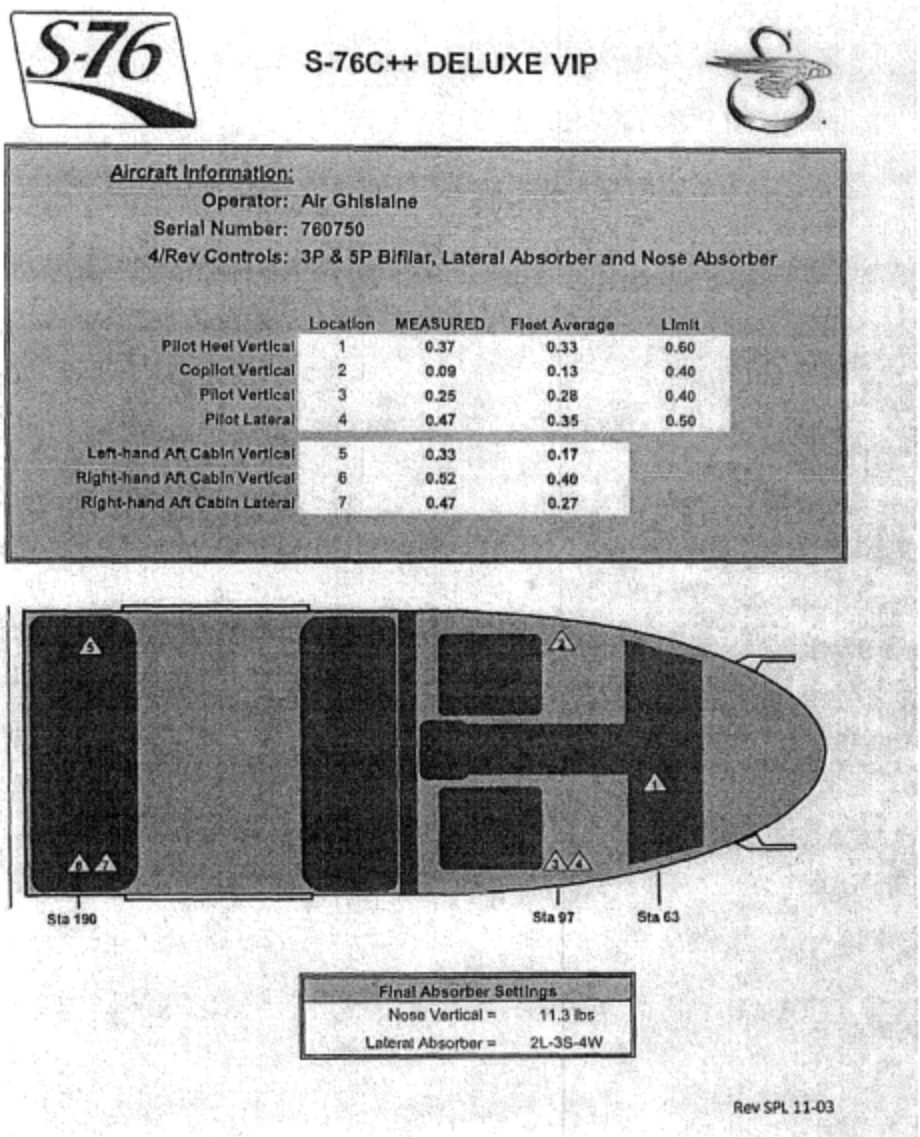

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S-76C++
MAIN & TAIL ROTOR 1/REV
VIBRATION LEVELS

Aircraft Information:

Operator: Air Ghislaine

Serial Number: 760750

COCKPIT DATA (Floor Station 97)

Test Condition	Vertical (A+B) IPS	Vertical (A+B) Deg.	Roll (A-B) IPS	Roll (A-B) Deg.	Pilot Lateral IPS	Pilot Lateral Deg.	LIMIT
Ground	0.07	241	0.03	123	0.20	343	0.20
Hover	0.07	218	0.03	156			0.20
125 Kts	0.16	248	0.06	179			0.20
145 Kts	0.16	244	0.07	186			0.20
155 Kts	0.13	256	0.05	245			0.20

MAIN ROTOR BLADE TRACK (mm)

Test Condition	Blade Color BLK	YEL	BLU	RED
Ground	-5	2	-1	3
Hover	-8	-1	-2	10
125 Kts	-14	7	1	6
145 Kts	-15	8	2	6
155 Kts	-15	7	4	4

MAIN ROTOR WEIGHT (OUNCES)

Blade Color BLK	YEL	BLU	RED
37	32	0	0

TAIL ROTOR 1/REV

Test Cond	Tail Rotor IPS	Tail Rotor Deg.	LIMIT
Ground	0.03	169	0.20
L.O.W.	0.17	336	0.20

TAIL ROTOR BLADE WEIGHT (GRAMS)

Blade Color RED	BLK	YEL	BLU
27	0	0	20

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EFTA01339648

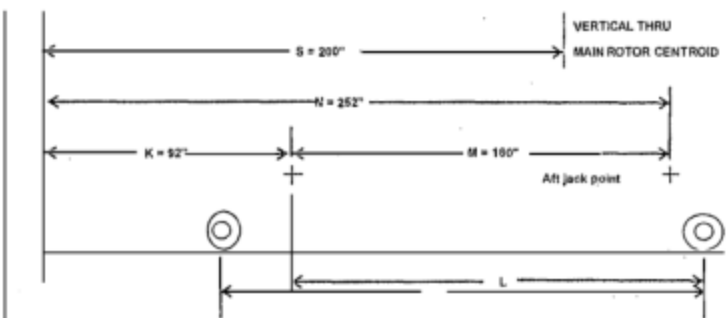
FLIGHT MANUAL

AIRCRAFT ACTUAL WEIGHT AND HORIZONTAL BALANCE
FOR S-76 MODEL HELICOPTER

By : M. Wisler Keystone Helicopters Sheet 1

Date: 24-Jan-2010 N750A Serial No 760750

REACTION WHEEL OR JACK POINT	SCALE NO.	SCALE READING (LB)	TARE	SCALE ERROR	SYMBOL	NET WEIGHT
LEFT MAIN	Blu	3067.0		0	WL	3067.0
RIGHT MAIN	Red	2997.0		0	WR	2997.0
NOSE	Yel	2291.0		0	WN	2291.0
TOTAL WEIGHT					W	8355.0



WEIGHING ON JACKS $\frac{92" \times WN}{W} + \frac{(WL + WR) \times 252"}{W}$ =C. G.

WEIGHING ON WHEELS $\frac{92" + L}{} - \frac{(WN \times J)}{W}$ =C. G.

CORRECTED WEIGHT AND HORIZONTAL BALANCE

ITEMS ADDED & SUBTRACTED	WEIGHT (LB)	HORIZONTAL DIST (in) C.G. TO FWD DATUM	MOMENT (lb in.)
Aircraft as Weighed	8355.0	208.1	1738900.0
Plus -unusable fuel	25.0		5450.0
Minus - See sheet 2	27.0		5175.0
TOTAL EMPTY WEIGHT GROSS	8353.0	208.2	1739175.0
BALANCE 208.21 (Corrected)	Horizontal Dist. -s=	8.2 xxx Aft	FWD of Main Rotor Centroid

Witnessed By M. Wisler

Scale S/N: 08280000024 Calibration Due: Jul 2010

Figure 2-8. Chart B (Sheet 1 of 2)
APRIL 12, 1991

2-23

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GENERAL SPECIFICATIONS

PROPULSION

- Two Turbomeca Arriel 2S2 Engines
- Full Authority Digital Engine Control (FADEC) w/ Pilot and Copilot inop lights (two)
- Displayed on IIDS Performance Displays
  - T5 - Power Turbine Inlet Temperature
  - N1 - Gas Turbine w/ 30 sec. and 2 min. indication
  - TQ - Torquemeter
  - N_2/N_R - Triple Tachometer
  - OS - Engine Overspeed, BV - Bleed Valve position, DECU readout
- Displayed on IIDS Engine Display
  - Fuel Flow - digital readout
  - Oil Temperature/Pressure
  - Hydraulic Pressure
- Engine water wash w/ connections in Baggage Compartment
- Engine fire detection system with flame detectors and one amplifier per engine
- Engine fire extinguishing, two shot system (two)
- Dual input main gearbox - 1605 shp for takeoff
- Intermediate and tail gearboxes with interconnecting drive shafts
- Magnetic chip detectors with fuzz burn-off capability (four)
- ~~Exxon 2380 Turbo Oil (MIL-L-23699)~~
- Mobil 254 Synthetic Jet Oil (MIL-PRF-23699)
- Engine inlet barrier filters with condition monitoring display in cockpit

MAIN ROTOR SYSTEM

- Four-blade articulated main rotor system w/ one piece aluminum hub and elastomeric bearings
- Main rotor blades w/ titanium spars, fiberglass skins, honeycomb cores, high visibility paint, leading edge abrasion protection, and lightning strike protection
- Manually actuated rotor brake system
- 3P Bifilar vibration suppression system
- Overhead lateral absorber provisions
- Four-blade flexbeam tail rotor w/ lightning strike and leading edge abrasion protection
- Oil Temperature/Pressure - display on IIDS
- Sight gauges for oil level in main, tail, and intermediate transmissions
- Provisions for track and balance w/ 5 accel., 2 mag. sensors (RADS/AT - Chadwick 8500 – Fastrak)
- Free wheel units on main transmission
- ~~Exxon 2380 Turbo Oil (MIL-L-23699)~~
- BP Turbo Oil 25 Gearbox Lubricant (DOD-L-85734)

FLIGHT INSTRUMENTS

- Airspeed - refer to Avionics Package
- Altimeter - refer to Avionics Package
- IVSI - refer to Avionics Package
- Pitot-Static system, dual
- Digital electric clock, Davtron 877 (two)
- Standby magnetic compass (illuminated)
- IIDS (Integrated Instrument Display System) - panel mounted Dual Engine Performance Display (two), Engine Display, Remote Data Acquisition Unit, Dual Temperature Probe, IIDS REV Switch/Annun. (two), Scroll Switch in Center Console, Static Port connection
- Master Warning/Caution Panel, mounted in low profile Glareshield, Pilot and Copilot
- Outside Air Temperature - mechanical, IIDS (two)
- Caution/Warning/Advisory - display on IIDS

COCKPIT, FLIGHT & GROUND CONTROLS

- Primary flight - longitudinal, lateral, and directional controls provided at Pilot and Copilot stations. Conventional collective and cyclic stick controls and tail rotor pedal type controls
- Overhead Throttle Quadrant w/ mixed mode lights (two)
- Cyclic and collective stick trim controls
- Stick trim control panel
- Dual independent flight control servo systems
- Dual independent 3,000 psi hydraulic systems with quick disconnects for ground servicing
- Landing gear - fully retractable tricycle type w/ pivoting nose gear, strut remote service line and main wheel brakes, position indicators, gear up warning indicator (two), Cockpit control
- Pneumatic emergency landing gear extension system w/ externally visible pressure gauge
- Adjustable rudder pedals - fore/aft, Pilot/Copilot
- Search light directional control on collective
- Overhead master switch panels - Pilot (two), Copilot (one)
- Cabin dome lights master control
- OEI (one engine inop) training switch and light
- Provisions for emergency flotation system with nose float bottle access cover

ELECTRICAL SYSTEM

- Battery - single 25.2 volt Marathon SuperPower nickel-cadmium, 44 amp-hour, located aft of Baggage Compartment
- Battery temperature warning system
- DC Generators - two 28 VDC, 200 amps each
- DC Generator Control Unit (GCU) - provides voltage regulation, reverse current and ground fault protection, and over-voltage protection (two)
- AC Generator – one 10KVA, 115VAC Three Phase
- AC Generator Control Unit – provides voltage regulation, load protective circuits for overvoltage, undervoltage, and overcurrent.
- External power supply receptacle - 28 VDC, AN type w/ reverse polarity and over-voltage protection
- Static Inverter - refer to Avionics Package
- Power Monitor, on IIDS (volts, amps, freq.)
- Emergency Power Supply - PS 855A (2.5 AH)
- Resettable type circuit breakers

FUEL SYSTEM

- Dual fuel tanks w/ gravity fuel fillers, 281 US gallons total capacity
- Dual independent suction fuel systems w/ cross-feed capability
- Fuel quantity - displayed on IIDS w/ test and digital total of left and right tanks
- Capacitance type gauging probes
- Low level fuel warning system (two)
- Hinged fuel filler cap with key lock (two)

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EFTA01339650

Wiring provisions for auxiliary fuel

ICE & RAIN PROTECTION
- Heated Glass Windshields (two)
- Heated pitot and static (two)
- Engine anti-ice (two)
- Windshield wipers, electric - two speed w/park (pilot and copilot), exposed fasteners

LIGHTING
- Cockpit
  - Instrument panel, pilot and copilot
  - Non-flight instruments
  - Glareshield
  - Console
  - Utility w/coil cord on controls closet (two)
- Cabin
  - Exit lights, self illuminated (two)
  - No smoking/fasten seat belt signs - see interior
  - Emergency lights (two) w/battery pack
- Baggage
  - Aft compartment (two)
- External
  - Position - three
  - Anti-collision, white strobes - three
  - Anti-collision, red beacon - tail
  - Fixed landing (one) - right main gear
  - Controllable landing (Search) - nose
  - Inspection for IGB and TGB sight gauges

CABIN COMFORT SYSTEM
- Cockpit and cabin bleed air heating (25000 BTU) w/windshield defogging system
- Heater control panel
- Ram air ventilation system, side mounted inlets (four), cabin exhaust and valves, aft (two)
- Electric ventilation blower
- Ceiling gasper - cockpit dual air (two), cabin (refer to interior group)

PAINT & CORROSION PROTECTION
- Refer to Paints and Finishes section
- Carbide black instrument panel paint finish

COCKPIT/CABIN APPOINTMENTS
- Pilot/Copilot seats - vertically adjusting, 5 point restraint/harness, lumbar support cushion, life vest storage provisions, fabric upholstery
- 204 cubic foot cabin with 75 PSF floor and fittings for up to twelve (12) seats
- Cabin hinged entrance door w/door locks and switch, key lock and hold open device (two)
- Cockpit hinged entrance door w/key lock (two) and class "A" painted interior finish
- Common key locks - cockpit, cabin, baggage, (six); fuel filler caps (two)
- Door open warning panel/annunciators - CKPT (two), CABIN (two), BAGG (two) and EXT PWR
- Fire extinguishers (two) - cockpit, on RH side of closet; cabin, based on final interior
- First aid kit w/cover, on left side of controls closet
- Flame blocking on cabin seat cushions
- Flooring - 75 lb/ft²
- Interior placard kit (English standard)
- Life vest provisions for all passenger locations
- Manual holder in lower aft cockpit door (two)

BAGGAGE/CARGO COMPARTMENTS
- Separate 38 cubic foot baggage compartment with left/right doors painted inside to match
- Smoke detector w/cockpit indicator
- Lockable door w/thumb latches (two)
- Flooring - 75 lb/ft²
- Cargo tie down points
- Aermat floor covering
- Finish - textured white epoxy structure, interior of doors painted to match aircraft fuselage

AVIONICS
- Nose mounted radome
- Avionics compartments, nose and tail

LOOSE TOOLS & EQUIPMENT
- Aircraft fly-away kit containing:
  - HEADSET/MICROPHONE
  - EXHAUST COVER, ENGINE, LEFT
  - EXHAUST COVER, ENGINE, RIGHT
  - WALK-AROUND CORD, ICS, 30 FEET
  - WALK-AROUND CORD, ICS, 6 FEET
  - ADAPTER, ENGINE WASH TANK
  - JUMPER ASSY, IIDS MAINTENANCE, P2294
  - PIN ASSY, MLG
  - PIN ASSY, NLG
  - SHIELD ASSY, ENGINE INLET, R/H
  - SHIELD ASSY, ENGINE INLET, L/H
  - SHIELD ASSY, IGB INLET, R/H
  - SHIELD ASSY, IGB INLET, L/H
  - SHIELD ASSY, AFT COWL INLET, R/H
  - SHIELD ASSY, AFT COWL INLET, L/H
  - COVER ASSY, PITOT TUBE
  - TIE DOWN, MAIN ROTOR BLADE
  - COVER ASSY, ACCEL
  - BLEED VALVE TUBE
  - MOUNT

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EFTA01339651

BASELINE AVIONICS PACKAGE

COMM 1	Collins VHF 22A (16w minimum) with CTL 22 (118.000 - 136.975 MHz, 4 channel preset digital display), bottom mounted VHF antenna
COMM 2	Collins VHF 22A (16w minimum) with CTL 22 (118.000 - 136.975 MHz, 4 channel preset digital display), top mounted VHF antenna
NAV 1	Collins VIR 32 with CTL 32 (108.00 - 117.95 MHz, 4 channel preset, digital display), DMN4-17/A - all weather blade antenna
GS 1	Included in No. 1 VIR 32 (40 channels), internal nose mounted antenna
MB 1	Included in No. 1 VIR 32 (75 MHz), with Hi-Lo Sense switch, volume control, displayed on EADI 1, bottom fuselage mounted antenna
EHSI 1	Honeywell EDZ 756 EFIS System, includes: ED 800 - Electronic 5" x 6" HSI with IVSI scale, SG 705 ~~708~~ - Symbol Generator, DC 811 - Display Control Panel, RI 206 - Heading/Course (dual) Panel, Annunciator/Switch - FD CMD BARS, E.T., SG REV, ADC REV, COMP MON RESET
EADI 1	Honeywell ED 800 - Electronic 5" x 6" ADI with airspeed and altimeter scales, Inclinometer, Baro Set Panel, Airspeed Bug Set Panel
AHRS 1	Litef LCR-100 ~~LCR 92S~~ - Attitude Heading Reference System. System includes: LCR 92S Fiber Optic Gyro with rate gyro output, Sikorsky Dual Compass Control Panel, Honeywell FX 220 - Flux Detector, Annunciators - AHRS/1/2, AHRS TEST
NAV 2	Collins VIR 32, 108.00 - 117.95 MHz, Nav Diplexer
GS 2	Included in No. 2 VIR 32 (40 channels), GS Diplexer
MB 2	Included in No. 2 VIR 32 (75 MHz), with Hi-Lo Sense switch, volume control, displayed on EADI 2, marker beacon Diplexer
EHSI 2	Honeywell EDZ 756 EFIS System, includes: ED 800 - Electronic 5" x 6" HSI with IVSI scale, SG 705 ~~708~~ - Symbol Generator, DC 811 - Display Control Panel, Hag and Cars control is included in EHSI 1 panel, Annunciator/Switch - FD CMD BARS, E.T., SG REV, ADC REV, COMP MON RESET
EADI 2	Honeywell ED 800 - Electronic 5" x 6" ADI with airspeed and altimeter scales, Inclinometer, Baron Set Panel
AHRS 2	Litef LCR 92S - Attitude Heading Reference System. System includes: LCR 92S Fiber Optic Gyro with rate gyro output, Honeywell FX 220 - Flux Detector, Annunciator/Switch - AHRS TEST
ADF	Collins ADF 462, 190 - 1799 KHz, and 2179 - 2185 KHz, ANT 462A - Combination Loop/Sense Antenna
TRANSPONDER	Collins TDR 90 - ATCRBS Transponder, - Digital Control Head, CAD 62 (-001) - Control Adapter, belly mounted L-band antenna
DME	Collins DME 42 (300 w minimum) with IND 42A, belly mounted L-band antenna. Tracks three stations simultaneously for instantaneous display selection, providing: distance and ground speed or time-to-go or station identifier (2,3, or 4 letters). DME Hold feature is incorporated in both the Nav 1 and Nav 2 controls heads, belly mounted L-band antenna
AIR DATA 1	Penny and Giles - Air Data Computer, w/encoding output to transponder(s)
AIR DATA 2	Penny and Giles - Air Data Computer, w/encoding output to transponder(s)
Dual Autopilot/FD	SPZ 7600 - Dual Digital Automatic Flight Control System, includes:FZ 706 - Digital Flight Guidance Computer, two MS 700 - Mode Selector, PC 700 - Autopilot Controller, AFCS Indicator Panel, Linear Pitch Actuator (two), Linear Roll Actuator (two), Linear Yaw Servo (two), Pitch Trim Actuator, Roll Trim Actuator, Collective Trim Actuator, Pedal Damper/Trim Actuator (hydraulic). Annunciator Lights: AP 1/AP 2/CLTV/DCPL, TRIM FAIL, FD Decouple with Chime
Backup Airspeed	Airspeed Indicator - 3"
Backup Altimeter	Sensitive Altimeter (in & Mb) - 3"
Altitude Alerter	Honeywell AL 300 - Air Data (Altitude Preselect) Display, Annunciator - single ALT ALERT
Radio Altimeter	Collins ALT 55B - Receiver/Transmitter, ALI 55 - 3 inch Indicator (0 - 2500 foot), bottom fuselage mounted Antennas (two)

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Weather Radar	Honeywell Primus 440, WU 440 - Transmitter/Receiver/Antenna Unit with 12 inch Antenna Radiator, Honeywell AMLCD Radar-Only Display (upgradable to display additional data)
Static Inverter	Two Marathon Model PC-251-123K 115 VAC, 250 VA lightweight Inverters (w/ integral 26 VAC transformers), Annunciators (in IIDS) - NO 1 INV FAIL, NO 2 INV FAIL
Standby ADI	BFGoodrich ADI 335D - 3-inch Stand-by Attitude Indicator providing Nav (VOR/LOC/Glideslope), DME, and FMS data. Unit is installed on the center instrument panel as a backup to the EFIS system. *Features include:* eight character LED display; CDI/VOR/Localizer and Glideslope crosspointers with appropriate validity flags; navigation modes of - en route VOR with manual OBS; OBS auto-centering and TO/FROM ambiguity indicator; precision approach ILS and back course; DME distance; groundspeed, and time-to-station; manual fast erection caging; and FMS display. Gyro is automatically tied to a dedicated power supply (30 minute minimum) during a total aircraft power loss. Upon depletion of the dedicated power supply, the ADI 335D provides approximately nine minutes of additional useful attitude information during its spin down. There is also a NAV 1/NAV 2 Annunciator/Switch that adds Nav 2 display capability into the ADI 335D indicator mounted next to the ADI 335D indicator.
Stby Power Supply	J.E.T. PS 855A - 2.5 AH lead acid standby power supply with Annunciator/Switch - GOOD/BATTERY TEST, EMER PWR/OFF/ARM
ELT	ARTEX ELT 406-NHM with remote switch and "on" indicator, beacon transmits on 121.5, 243.0 and 406.025 MHz, two year Alkaline Battery, tail boom mounted VHF antenna
CVR	Universal Navigation CVR 120: CVR Recorder with ultrasonic Underwater Locator Beacon; Control Panel with Headphone Jack, Signal Level LED Display, Pass and Fail LCD Indicators and an Erase Button.
Dual Audio	Two dB Systems 380 - Audio Selector/Amplifier/ICS Panels
ICS	ICS with volume control included in dB Systems 380 Audio Panels for Cockpit, plus Cabin and Baggage Compartment maintenance jacks
ICS VOX	Cockpit ICS VOX - Voice activated keying, included in dB Systems 380 Audio Panels
ICS Foot Switch	Sikorsky 45° pedestal mounted switch (two), permits foot keying of ICS or aircraft radios with selection on dB Systems 380 audio panels
Headsets	David Clark H10-26 (three) - high impedance headsets
ICS Jacks	Cockpit - TJT-120 type (two), Cabin - MS connector type (one), Baggage Compartment - MS connector type (two)
ICS Cords	Cabin Maintenance - 6'; Baggage Maintenance - 30' (two); all with MS connector and push-to-talk switch
Passenger Briefer	Heads Up Technologies, PBS 250 Passenger Briefer w/ Takeoff, Turbulence, and Landing Briefings
Cabin Paging	Page/Chime Amplifier, dB Systems 251w/ inteface to pilot and copilot audio
Collective Switches	Go Around, Trim Release, Servos 1/2 Off, Collective/Yaw Beep, Search Light Control, Engine Trim, OEI/MCP (30 sec-2 min)
Cyclic Switches	Push-to-talk, Trim Release, Cyclic Beep, Decouple, Floats (opt.), Cargo Hook (opt.)
Avionics Master	Sikorsky single Radio Master rocker switch in Overhead Switch Panel
EFIS Master	Sikorsky EFIS Master rocker switches in Overhead Switch Panel
Master By-Pass	Sikorsky Radio Master By-Pass, EFIS By-Pass (Pilot and Copilot)
Cooling Fans	CRT fans (two), Annunciator (in IIDS) - CRT FAN FAIL ½
TAWS	Honeywell Mk XXII Enhanced Ground Proximity Warning System (EGPWS). Features include: terrain display on EHSIs; Six Modes: Mode 1 Excessive Rate of Descent, Mode 2 Excessive Terrain Closure Rate, Mode 3 Inadvertent Descent After Takeoff, Mode 4 Unsafe Terrain Clearance, Mode 5 Below Glideslope, Mode 6 Altitude Call-outs.

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EFTA01339653

Document Revision History

REV	CHANGED BY	REVIEWED BY	DESCRIPTION	DATE
-	TSL	MP	Original Release. Prepared IAW PWA	9/19/08
A	TSL		• Updated configuration based on adds and deletes from Contract Amendment 1 (as listed in CCD) • Reformatted and rearranged layouts and tables in second half of document. • Corrected several items in Standard Equipment section: ○ Engine oil, MGB oil, EFIS symbol generator, AHRS • Edited database matrix to specifically list all data transfer hardware • Edited description of 86054 • Added clarification to 90037 • Edited Database Matrix to specify ChartView region to be loaded prior to delivery	6/18/09
B	DK	TSL	• Edited option 90025 to specify that True North sat phone system is to be used • Edited options 90036, 37 to change audio source from Com1 to Com2 • Edited nomenclature on lighting switch panels (p. 19) • Corrected option 90039 by adding fourth audio source (VHF #2)	7/20/09
C	AMR	TSL	Deleted 90051, customer will supply carpet	8/3/09
D	TSL		• Updated configuration of cabin management system (switch panels) based on redesign per customer preference. • Updated configuration items pertaining to seating, based on CCD dated 10/26/09: DELETED: 90048 Custom Aft-Facing Bench Seat, Three to Four Place, with Shortened Single Center Fold-Down Padded Arm Rest 90049 Custom Forward-Facing Bench Seat, Three to Four Place with shortened Single Center Fold-Down Padded Arm Rest ADDED: 90048 Custom Aft-Facing Bench Seat, Three to Four Place, with Shortened Single Center Fold-Down Padded Arm Rest 90049 Custom Forward-Facing Bench Seat, Three to Four Place with shortened Single Center Fold-Down Padded Arm Rest	1/25/10
			CHANGED: In 90037, change "#1 VHF" to "#2 VHF" In 90039, change description to: 90039 Cabin Entertainment System with: -4 Audio sources: iPod dock, auxiliary stereo audio input, XM Radio from Garmin GDL-69A (with remote control), and ATC audio from VHF #2 -Audio source selection switch panel and call pilot switch panel -Audio plays over headsets only, not speakers • Edited Software/Database Matrix per customer Input	

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CUSTOMER SPECIFIC ITEMS

90001 **Cabin reading light master ON/OFF switch in the cockpit**
90002 **Clear Coat Exterior Paint (over metallic)**
90003 **Replace exterior fairing/access panel hardware with stainless steel hardware**
90007 **GMX-200 display to be installed on the right and the MFRD on the left**
90010 **Audio input jack in cockpit for iPod type device. Entertainment audio to be heard in both cockpit Bose and David Clark headsets only. No other controls, volume controlled via iPod device**
90019 **Do not install the 63000 magazine storage in lower cabin doors**
90020 **Custom upholstery/cushion fabrication requiring customer approval via pre-production prototype.**

Rev. A Here to end of list

The following options are ADDED:

90022 **Customize ceiling reading lights. Relocate one reading light from each group to the outboard area of the ceiling, to be centered on outboard passenger seats.**
90024 **Relocate the reading light switches to the overhead area, adjacent to the reading lights. Relocate the dome light switches on the same panel as the relocated outboard lights, in the outboard position.**

Rev. B

90025 **Truenorth Satellite phone system with WiFi Server to support Blackberry email. Includes cabin handset and cockpit dialer.**
This system provides satellite phone capability through the Iridium network, as well as connectivity for Blackberry and other WiFi-enabled devices at data speeds sufficient to support email. Since the satellite phone system has two channels, one will be available for phone calls even while the other is being used for WiFi.
Iridium calls can be placed and received from the cabin handset and the cockpit headsets, through use of the dialer panel mounted in the center console. The system also provides an intercom function between the cabin and the cockpit.
(Note: there is significant technical and certification risk with the WiFi portion of this installation. If WiFi function has to be abandoned, only the satellite phone portion will be installed)
90029 **LED Landing Lights, left and right, with pulse capability**
The baseline landing light on the right main landing gear is replaced with an LED landing light, and a second one is added on the left main landing gear. These are connected to a flasher box, allowing them to operate in PULSE mode. An overhead switch in the cockpit is used to select ON-OFF-PULSE.
90030 **LED Recognition Lights, with pulse capability**
Forward facing high powered recognition lights, one on each side. Lights are located in the left and right forward E-bays, just forward of tail rotor pedals. Includes: two LED lamp units with integrated lenses, blockout bulkheads to minimize light leakage into cockpit, integration with flasher unit for pulse function, overhead switch with ON-OFF-PULSE selections.
90031 **Garmin GDL-69A XM weather receiver with XM radio receive capability. XM radio audio output will be connected to cabin headsets only (Ref. Option 90039).**
In addition to normal XM weather function, the XM radio audio output will be connected to the cabin headsets. Two Garmin GRC-10 radio frequency remote controls are provided to control the XM radio.
90032 **Four 110 Volt AC outlets in cabin, powered by 1000 VA converter hooked to AC generator. Outlets to include flip covers.**
90033 **Four 12 Volt DC automotive-type jacks in cabin, with covers**
90034 **Modify cabin interior door handle lighting per customer preference. Remove the standard strip of LED lights and replace with single, concealed light source to provide a uniform illumination of the handle area**

Rev. B

90036 **Cabin ICS system with 8 Bose headset jacks, with Call function. Headsets not connectable to satellite phone.**
Eight headset jacks are provided in the cabin for Bose noise-canceling headsets. These headsets can be used to communicate with other cabin passengers, communicate with the cockpit crew, and to listen to the iPod, XM Radio, or aux audio (these audio sources are part of the cabin entertainment system, Option 90039). Audio from the #2 Communications radio

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(COM2) will also be routed to the cabin headsets (ref. Option 90037). This function is switched on and off by an annunciator-switch on the instrument panel.
The ICS Private button in the cockpit selects whether the cabin headsets are connected to (ICS PRVT OFF) or isolated from (ICS PRVT ON) the cockpit headsets.
A switch panel for the headsets is provided in each corner of the cabin. Each switch panel controls the functions for the two headsets adjacent to it. An audio source button is provided to switch between iPod, XM, and aux audio. A call button is provided to alert the cockpit crew that communication is desired, in case the ICS PRVT function is on.

Rev. B 90037 **Connection of audio from the #2 VHF radio (COM 2) to the cabin ICS circuit, with on/off switch in cockpit**
Designed to enable passengers to listen to pilot communication. No transmit capability for passengers.

Rev. D 90039 **Cabin Entertainment System with:**
- **~4 Audio sources: iPod dock, auxiliary stereo audio input, XM Radio from Garmin GDL-69A (with remote control), and ATC audio from VHF #2**
- **~Audio source selection switch panel and call pilot switch panel**
- **~Audio plays over headsets only, not speakers**

90040 **Redesign Forward cabin Bulkhead to extend lower the bottom of the standard narrow windows**
~~90041 New Custom cabin upholstery style~~ DELETED
90042 **Custom Cabin Interior Materials**
~~90043 Custom Ferrari color exterior metallic paint~~ DELETED
90044 **Custom Cabin Headset Hooks (Quantity 8)**
90045 **Shoe-cleaning Mat on Boarding Steps LH/RH**
90046 **HEEDS Bottle Mounts on Cockpit Side Posts (similar to a/c 698 & 700)**
90047 **Umbrella Holders on Inside of Baggage Compartment Doors (similar to a/c 698)**
90050 **LED Logo Lights**
90052 **Custom Forward-Facing Bench Seat, Three to Four Place with Single Center Custom Fold-Down Arm Rest with Custom Storage Compartments**
90053 **Custom Upholstery Modification to Forward and Aft Seat Benches, as well as Additional Outboard Cushion Styling**
90054 **Move pilot seat aft slightly 1.5 inches**

The following options have been DELETED:
~~90004 Relocate reading lights from center cabin ceiling to above outboard passengers~~
~~90005 Eight Bose headset jacks for use with the cabin ICS in the cabin (custom locations)~~
~~90006 Satcom System to be installed without the cockpit intercom capability (ref. code 32024)~~
~~90009 Audio input jack in cabin for iPod type device. Entertainment audio to be heard in all cabin Bose headsets. No other controls, volume controlled via iPod device~~
~~90012 Boarding steps to be surfaced with coarse non-skid~~
~~90013 Fwd facing bench seat, 3-4 passenger, W/ wide single fold down armrest for right hand passenger. Armrest shall be shortened from the standard length and provide storage inside under lid for iPod/Cell phone jacks and holders for customer furnished iPod/Cell phone.~~
~~90015 Sheep skin throw carpet for cabin floor~~
~~90016 Headset hangers located at ceiling level above all 8 cabin seats against forward/aft bulkheads~~
~~90017 Customer cabin interior materials.~~
~~Customer Furnished Materials~~
~~(Leather, Carpet, Sheepskin, Panel Covering)~~
~~Custom Upholstery Work~~
~~90021 Cell phone interface into the cabin ICS system. Connection to be in the fold down armrest of the 90013 fwd facing bench seat with ability to select the cell phone connection for any occupant on the fwd facing bench seat (4) positions. Tied to Weight on Wheels switch to disable in flight use.~~

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~~90048 Custom Aft-Facing Bench Seat, Three to Four Place, with Shortened Single Center Fold-Down Padded Arm Rest~~
~~90049 Custom Forward-Facing Bench Seat, Three to Four Place, with Shortened Single Center Fold-Down Padded Arm Rest~~

PAINTS & FINISHES

See Exterior Paint Rendering and Paint Scheme Drawing for Details on Paints & Finishes

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

INTERIORS

See Interior Specification for Details on Interior arrangement and configuration

63000 Deluxe VIP Interior Group
63010 Aft Facing Bench, Three/Four Passenger w/ 3 Under-Seat Storage Drawers ADDED
~~**63013 Aft Facing Bench—3 to 4 Place** DELETED~~
63038 Fwd Facing Divan, Three/Four Passenger w/ Fold Down Armrests ADDED
63071 Bulkhead Storage Compartment - Crew *(Aft Facing Bench)*
~~**63085 Cabin Coat Hooks, Two** DELETED~~
63098 Acoustic Noise Reduction - Bay Blanket Kit, Lightweight
70016 Sheepskin Seating - Crew Seats
70052 Seat Belt Extension
72063 Flight Manual Storage, LH Controls Closet
76017 Cabin Door Vents, Remove
77034 Single Action Door Release

Revision Log:

Original release: January 27, 2009 (PRELIMINARY)

Revision –A: February 5, 2009 (PRELIMINARY)

1. Deleted Code 90017, Customer Furnished Custom Cabin Interior Materials
2. Deleted Code 90023, Forward-Facing Bench Seat, 3-4 Passengers With Single, Standard-Width Fold-Down Arm Rest
3. Deleted Code 63013, Aft-Facing Bench Seat, 3-4 Passenger
4. Deleted Code 41030, Entertainment Package 2, Audio Moving Map
5. Added Code 63014, Aft-Facing Bench Seat, 3-4 Passenger, With Fold-Down Table And Arm Rests
6. Added Code 63036, Forward-Facing Bench Seat With Fold-Down Arm Rests And Fold-Down Table
7. Added Code 90040, Redesign Forward Cabin Bulkhead To Extend Lower, The Bottom Of The Standard Narrow Windows
8. Added Code 90041, New Custom Cabin Upholstery Style Variation Of Standard Style #2
9. Added Code 90038, IPod Dock In Aft RH Window Reveal
10. Added Code 90042, Custom Cabin Interior Materials, (Leather, Carpet, Panel Covering)
11. Added Code 90043, Custom Ferrari Color Exterior Metallic Paint
12. Added Code 90044, Custom Cabin Headset Hooks (Quantity 8)
13. Added Code 90045, Shoe-Cleaning Mat On Boarding Steps LH/RH
14. Changed Location Of ICG Handset From LH To RH On Code 90025.
15. Deleted code 90012, Boarding Steps to Be Surfaced With Coarse Non-Skid
16. Deleted code 90016, Headset Hangars Located at ceiling Level Above All 8 Cabin Seats

Revision –B: March 5, 2009 (PRELIMINARY)

1. Deleted code 63014, Aft Facing Bench, Three/Four Passenger w/ Fold-Down Center Table, and Armrests
2. Deleted code 90005, Eight Bose Headset Jacks
3. Deleted code 63036, Forward-Facing Divan, Three/Four Passenger w/Fold-Down Center Table and Armrests
4. Re-added code 63013, Aft-Facing Bench Seat, 3-4 Passenger with Fold-Down Arm Rests
5. Added code 63038, Forward-Facing Divan, Three/Four Passenger w/Fold-Down Armrests
6. Added code 90036, Cabin ICS System with 8 BOSE Headset Jacks
7. Added code 90039, Entertainment System

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Revision –C: June 8, 2009 (PRELIMINARY)

1. Added reference to shoe-cleaning mat to boarding step codes 80001, and 80002
2. Noted computer renderings as "Reference Only", and added customer-provided upholstery style photo.
3. Changed the location of the ICG SATPHONE back to the aft RH window in code 90025.
4. Deleted Code 30061, Cabin ICS
5. Deleted Code 30093, Cabin Call System
6. Deleted Code 63013, Aft-Facing Bench Seat
7. Deleted Code 90041, New Custom Upholstery Style, as this is contained within code 90042
8. Delete Code 90043, Custom Ferrari Paint Color, as this is standard material and application
9. Added Code 90046, HEEDS Bottles Mounts on Cockpit Side Posts (Similar to AC 698 and 700)
10. Added Code 90047, Umbrella Holders on Inside of Baggage Compartment Doors (Similar to AC 698)
11. Added Code 90048, Custom Aft-Facing Bench Seat
12. Added Code 90049, Custom Forward-Facing Bench Seat
13. Added Code 90051, Custom Carpet, Patterned Throughout
14. Revised Code 90042 Material Descriptions
15. Removed Irrelevant Codes

Revision –D: August 3, 2009

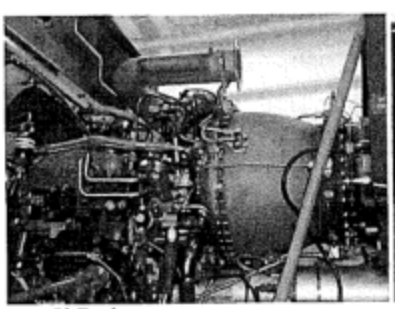
1. Removed the word "Pending" in Contract Amendment references
2. Deleted code 90051, Custom Carpet, Patterned Throughout

Revision –E: August 19, 2009

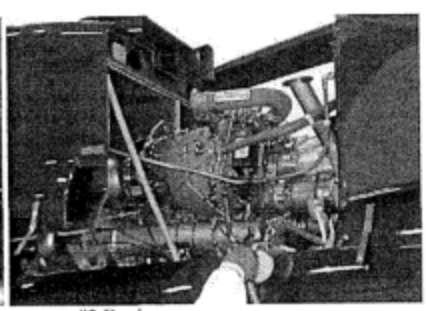
1. In code 70016, corrected "customer-furnished" to "Sikorsky furnished".

Revision –F: November 5, 2009 (As per Completion Change Directive of 10/29/2009)

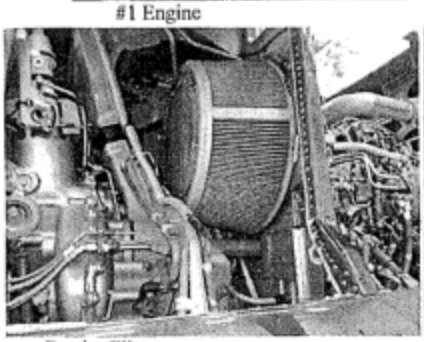
1. Deleted code 90048 Custom Aft-Facing Bench Seat
2. Deleted code 90049 Custom Forward-Facing Bench Seat
3. Added code 63010 Aft-Facing Bench, 3-4 Passenger, with Three Under-Seat Storage Drawers
4. Added code 90052 Custom forward-Facing Bench Seat, 3-4 Passenger with Single Center Custom Fold-Down Arm Rest with Custom Storage Compartments
5. Added code 90053 Custom Upholstery Modification to Forward and Aft Seat Benches, as well as Additional Outboard Cushion Styling
6. Revised code 90039 Description



#1 Engine



#2 Engine



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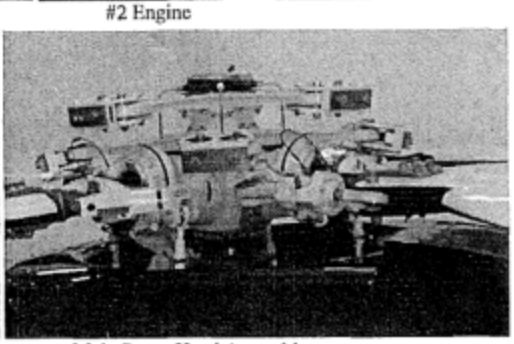

Main Rotor Head Assembly

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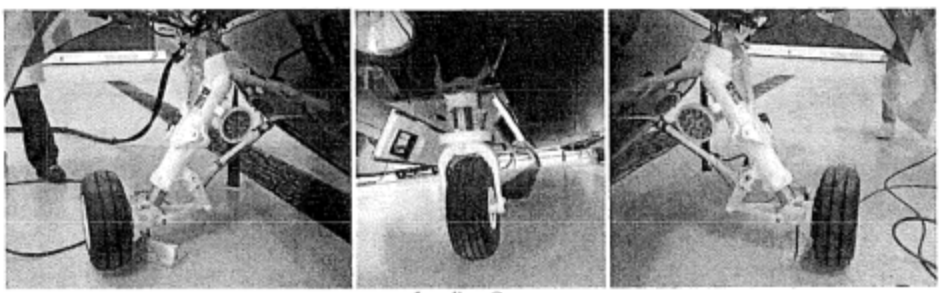
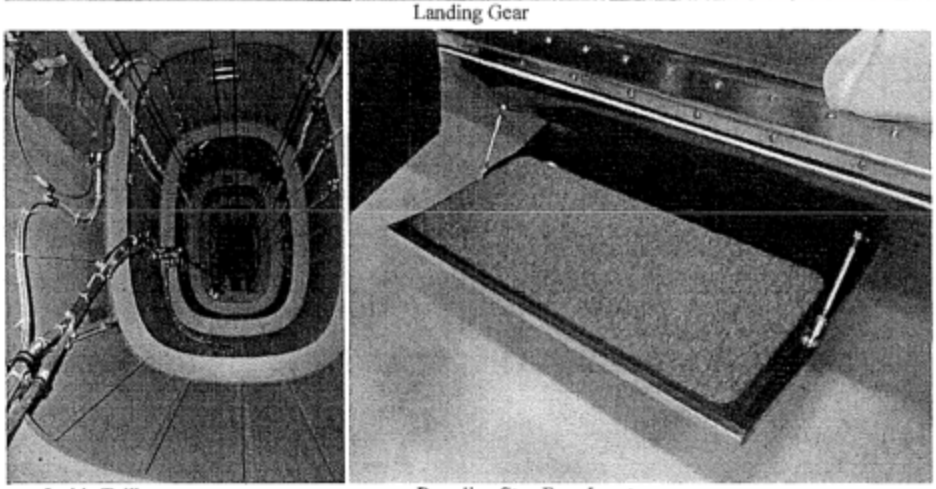
EFTA01339658

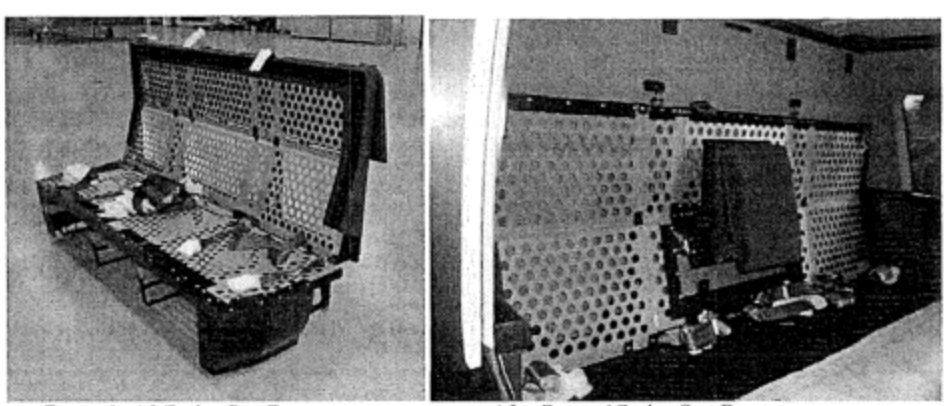


Landing Gear



Inside Tailboom

Boarding Step Face Insert



Forward - Aft Facing Seat Frame

Aft – Forward Facing Seat Frame

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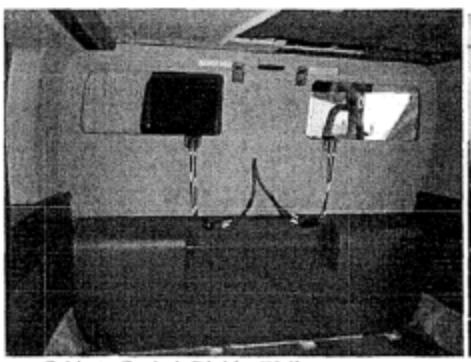

Cabin to Cockpit Divider Wall

Instrument Panel – Power On

S-76C++, 760750

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FAA Docs
& Filings

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EFTA01339661

Priority: _____ Import: _____ Export: _____ N# Change To: _____

Documents required from seller

Need	Have	
_____	_____	Bill of Sale
_____	_____	Warranty Bill of Sale
_____	_____	LLC
_____	_____	Release of Lien
_____	_____	
_____	_____	
_____	_____	
_____	_____	
_____	_____	

Warranty Bills of Sale

Documents required from buyer

Need	Have	
_____	_____	Application for Registration
_____	_____	LLC
_____	_____	Security Agreement
_____	_____	Lease Agreement
_____	_____	N# Change
_____	_____	N# Relinquishment
_____	_____	Flight Time Wire
_____	_____	Closing Authorization
_____	_____	Delivery Receipt

135 Forms:

Bill of Sale _____
Release of Lien _____
Security Agreement _____

1031 Forms:

Buyer _____
Seller _____

Misc. Documents (liens, etc....)

	Date Filed
_____	_____
_____	_____
_____	_____
_____	_____

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of Transportation
Federal Aviation
Administration

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

Official Business
Penalty for Private Use $300

AC Form 8050-3 (10/2010) Supersedes previous edition

162AE

TO: FREEDOM AIR INTERNATIONAL INC
103 FOULK RD STE 202
WILMINGTON DE 19803-3742

CUT ON DOTTED LINE

REGISTRATION NOT TRANSFERABLE

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION – FEDERAL AVIATION ADMINISTRATION
CERTIFICATE OF AIRCRAFT REGISTRATION

This certificate must be in the aircraft when operated.

NATIONALITY AND REGISTRATION MARKS **N** 162AE

AIRCRAFT SERIAL NO.
760472

MANUFACTURER AND MANUFACTURER'S DESIGNATION OF AIRCRAFT
SIKORSKY S-76C

ICAO Aircraft Address Code: 50174441

ISSUED TO
FREEDOM AIR INTERNATIONAL INC
103 FOULK RD STE 202
WILMINGTON DE 19803-3742

Corporation

This certificate is issued for registration purposes only and is not a certificate of title. The Federal Aviation Administration does not determine rights of ownership as between private persons.

It is certified that the above described aircraft has been entered on the register of the Federal Aviation Administration, United States of America, in accordance with the Convention on International Civil Aviation dated December 7, 1944, and with Title 49, United States Code, and regulations issued thereunder.

U.S. Department of Transportation
Federal Aviation Administration

DATE OF ISSUE August 16, 2011
EXPIRATION DATE August 31, 2014

ADMINISTRATOR

AC Form 8050-3 (10/2010) Supersedes previous editions

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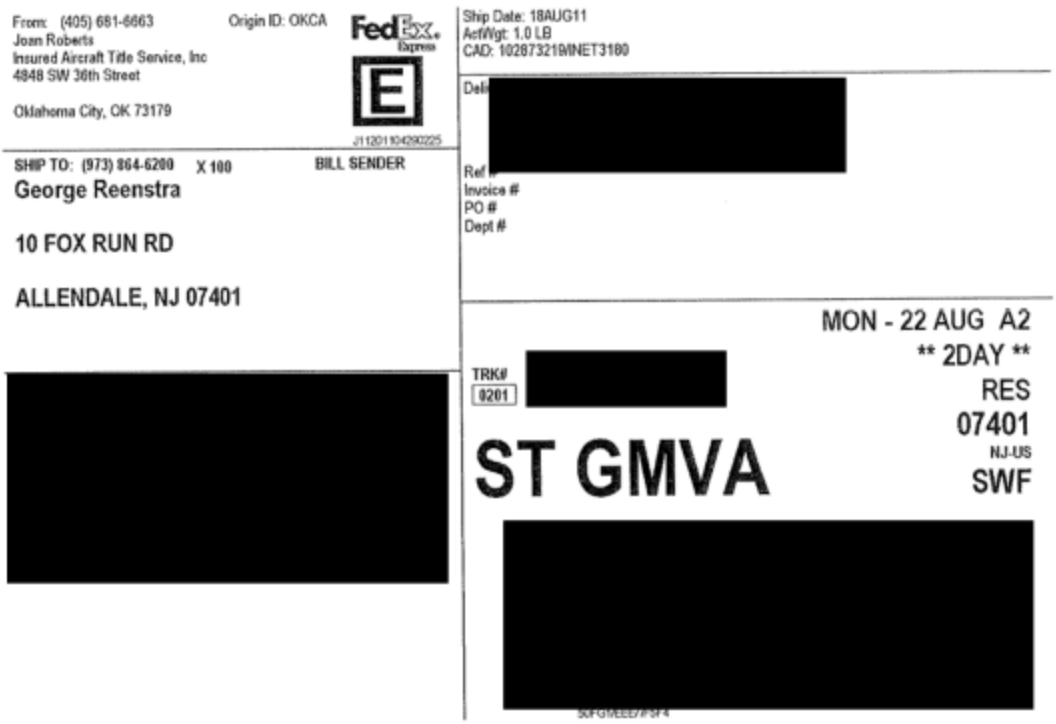

From: (405) 681-6663
Joan Roberts
Insured Aircraft Title Service, Inc
4848 SW 36th Street

Oklahoma City, OK 73179

Origin ID: OKCA

FedEx Express

J1120130429022S

Ship Date: 18AUG11
ActWgt: 1.0 LB
CAD: 10287321/INET3180

Del [redacted]

Ref #
Invoice #
PO #
Dept #

SHIP TO: (973) 864-6200 X 100

BILL SENDER

George Reenstra

10 FOX RUN RD

ALLENDALE, NJ 07401

[redacted]

MON - 22 AUG A2
** 2DAY **
RES
07401
NJ-US
SWF

TRK# 0201 [redacted]

ST GMVA

[redacted]

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EFTA01339664

Subject: RE: certificate of registration-N162AE
From: "George Reenstra" [redacted]
Date: Thu, 18 Aug 2011 15:44:42 -0400
To: "Katie Miller" [redacted]
CC: "Darren Indyke" [redacted]

If you send it to me I will get it in the helicopter

Send to george reenstra 10 fox run Allendale nj 07401

thanks

George Reenstra
Aircraft Services Group Inc
212 Route 94, Ste 2E
Vernon, NJ 07462
[redacted]
Email: george@yourjet.com

-----Original Messag[redacted]
From: Katie Miller
Sent: Thursday, August 18, 2011 3:42 PM
To: George Reenstra
Subject: certificate of registration-N162AE

Please find attached a copy of the original certificate of registration for the above referenced aircraft.
Please send me the name and address of where you want it sent.

Sincerely,
Katie Miller
for Joan F. Roberts, Vice President
Insured Aircraft Title Service
4848 SW 36TH
Oklahoma City, OK 73179
[redacted]

--
This message has been scanned for viruses and dangerous content by MailScanner, and is believed to be clean.

--
This message has been scanned for viruses and

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EFTA_00261038

EFTA01339666

Subject: certificate of registration-N162AE
From: Katie Miller [redacted]
Date: Thu, 18 Aug 2011 14:42:18 -0500
To: g.reenstra@yourjet.com

Please find attached a copy of the original certificate of registration for the above referenced aircraft.
Please send me the name and address of where you want it sent.

Sincerely,
Katie Miller
for Joan F. Roberts, Vice President
Insured Aircraft Title Service
4848 SW 36TH
Oklahoma City, OK 73179

[redacted]

N162AE-cert of reg.pdf	**Content-Type:** application/pdf **Content-Encoding:** base64

CONFIDENTIAL Subject to Protective Order IATS - 000294
SDNY_GM_02774399
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261039
EFTA01339667

Insured Aircraft Title Service, Inc.

Filing Time

N 162AE

Serial Number: 760472

FILED WITH FAA AIRCRAFT REGISTRATION BR
2001 JUL 26 PM 12 09
OKLAHOMA CITY OKLAHOMA

Return to: Tonya Butler

BOS-ASI to Freedom
AFR

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

Insured Aircraft Title Service, Inc
Filing Time

N 722JE

Serial Number: 760750

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2011 JUL 26 AM 11 58
OKLAHOMA CITY
OKLAHOMA

Return to: Tonya Butler

BOS - Freedom to ASI
AFR

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

Paperwork Reduction Act Statement: The information collected on this form is necessary to obtain authorization to transmit information to the International Registry. The information is a condition for the issuance of a unique authorization code. 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 currently valid OMB control number. **OMB 2120-0697.**

AUTHORIZATION CODE

IRN20110726120229

FAA ENTRY POINT FILING FORM
INTERNATIONAL REGISTRY

PARTY: (At least one party is required)

Name ASI Wings, LLC

Address 151 Farmington Avenue,

Hartford, CT 06156

Phone [redacted]

Electronic Address

PARTY:

Name Freedom Air International, Inc.

Address

Phone

Electronic Address

COLLATERAL: (Required)

Aircraft Make/Model	Serial Number	U.S. Registration Number
SIKORSKY S-76	760750	N722JE

Engine Manufacturer/Make	Model	Serial Number
TURBOMECA	ARRIEL 2S2	42285
TURBOMECA	ARRIEL 2S2	42286

☐ **Additional collateral listed on attachment**

TYPE OF INTEREST: (At least one block must be checked)

☐ **Notice of Prospective International Interest, Prospective assignment, prospective sale**
☐ **International Interest**
☑ **Contract of Sale**
☐ **Discharge or Release**
☐ **Other (specify type)**

SUBMITTED BY: INSURED AIRCRAFT TITLE SERVICE, INC. 4848 S.W. 36TH ST., OKLAHOMA CITY, OK 73179
(name, address, telephone number)

405-681-6663 (JR)

AC Form 8050-135 (02/06)

CONFIDENTIAL Subject to Protective Order IATS - 000297

SDNY_GM_02774402

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

EFTA_00261042

EFTA01339670

Paperwork Reduction Act Statement: The information collected on this form is necessary to obtain authorization to transmit information to the International Registry. The information is a condition for the issuance of a unique authorization code. 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 currently valid OMB control number. **OMB 2120-0697.**

AUTHORIZATION CODE

IRN20110726121324

FAA ENTRY POINT FILING FORM
INTERNATIONAL REGISTRY

PARTY: (At least one party is required)

Name Freedom Air International, Inc.

Address _____

_____

Phone _____

Electronic Address _____

PARTY:

Name ASI Wings, LLC

Address 151 Farmington Avenue,

Hartford, CT 06156

Phone 860-273-3386

Electronic Address _____

COLLATERAL: (Required)

Aircraft Make/Model	Serial Number	U.S. Registration Number
SIKORSKY S-76	760472	N162AE

Engine Manufacturer/Make	Model	Serial Number
TURBOMECA	ARRIEL 2S1	20040
TURBOMECA	ARRIEL 2S1	20533TEC

☐ **Additional collateral listed on attachment**

TYPE OF INTEREST: (At least one block must be checked)

☐ **Notice of Prospective International Interest, Prospective assignment, prospective sale**
☐ **International Interest**
☑ **Contract of Sale**
☐ **Discharge or Release**
☐ **Other (specify type)** _____

SUBMITTED BY: INSURED AIRCRAFT TITLE SERVICE, INC. 4848 S.W. 36TH ST., OKLAHOMA CITY, OK 73179
(name, address, telephone number)

405-681-6663 (JR)

CONFIDENTIAL Subject to Protective Order IATS - 000298

SDNY_GM_02774403

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

EFTA_00261043

EFTA01339671

Subject: Re: N162AE file-stamped copies of documents are attached
From: Joan Roberts <jroberts@insuredaircraft.com>
Date: 12:31 PM
To: Ted Osgood [redacted]
CC: "'[redacted]

[redacted] Mike Mikolay <[redacted], Mike Dwyer [redacted]

Corrected file-stamped copies of the documents are attached.

This will also confirm that we are applying to the FAA to change N162AE (s/n 760472) to N162AD, then when N162AE is available, we are going to reserve it back to ASI Wings, LLC and ask the FAA to apply N162AE to s/n 760750. When N722JE becomes available, we will ask that it be reserved in the name of Freedom Air International, Inc.

Joan Roberts
Vice President
Insured Aircraft Title Service, Inc.
4848 S.W. 36th Street
Oklahoma City, OK 73179
[redacted]
www.insuredaircraft.com

On 7/26/2011 12:15 PM, Joan Roberts wrote:

> **Joan Roberts**
> **Vice President**
> **Insured Aircraft Title Service, Inc.**
> **4848 S.W. 36th Street**
> **Oklahoma City, OK 73179**
> [redacted]
> www.insuredaircraft.com
>
> On 7/26/2011 12:05 PM, Joan Roberts wrote:

CONFIDENTIAL Subject to Protective Order IATS - 000299
SDNY_GM_02774404
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Paperwork Reduction Act Statement: The information collected on this form is necessary to obtain authorization to transmit information to the International Registry. The information is a condition for the issuance of a unique authorization code. 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 currently valid OMB control number. **OMB 2120-0697.**

AUTHORIZATION CODE

IRN20110726121324

FAA ENTRY POINT FILING FORM
INTERNATIONAL REGISTRY

PARTY: (At least one party is required)

Name Freedom Air International, Inc.

Address

Phone

Electronic Address

PARTY:

Name ASI Wings, LLC

Address 151 Farmington Avenue,

Hartford, CT 06156

Phone 860-273-3386

Electronic Address

COLLATERAL: (Required)

Aircraft Make/Model	Serial Number	U.S. Registration Number
SIKORSKY S-76	760472	N162AE

Engine Manufacturer/Make	Model	Serial Number
TURBOMECA	ARRIEL 2S1	20040
TURBOMECA	ARRIEL 2S1	20533TEC

☐ Additional collateral listed on attachment

TYPE OF INTEREST: (At least one block must be checked)

☐ Notice of Prospective International Interest, Prospective assignment, prospective sale
☐ International Interest
☑ Contract of Sale
☐ Discharge or Release
☐ Other (specify type)

SUBMITTED BY: INSURED AIRCRAFT TITLE SERVICE, INC. 4848 S.W. 36TH ST., OKLAHOMA CITY, OK 73179
(name, address, telephone number)

405-681-6663 (JR)

AC Form 8050-135 (02/06)

CONFIDENTIAL Subject to Protective Order IATS - 000300

SDNY_GM_02774405

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

EFTA_00261045

EFTA01339673

WARRANTY BILL OF SALE

The undersigned, ("Seller"), is the owner of the full legal and beneficial title in and to that certain used Sikorsky S-76C helicopter (sometimes referred to as a S-76C+) bearing Manufacturer's Serial No. 760472 and U.S. Registration No. N162AE, with two (2) Turbomeca Arriel 2S1 engines bearing Manufacturer's Serial Nos. 20040 and 20533TEC, together with all avionics, equipment (including loose equipment), systems, furnishings and accessories installed on, contained in or attached to said helicopter and engines, all as is more particularly described in that certain Aircraft Purchase Agreement dated as of July 18, 2011, between Seller and Purchaser, and also including all airframe, engine and accessory logbooks, flight and operation manuals, maintenance and overhaul records, checklists, drawings, any issued FAA Form 337's, warranty documents, and all other records and paperwork relating to the above-described helicopter and engines in Seller's possession (collectively, the "Aircraft"); provided, that the term Aircraft as used herein does not include airframe maintenance manuals and airframe illustrated parts catalogs as the same are being retained by Seller.

ORIGINAL DOCUMENT FILED AT THE F.A.A. AT I.A.T.S. DATE: 7-26-11 TIME: 12:09 P.M. EDT

For and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby grant, bargain, sell, convey, transfer and deliver unto Freedom Air International, Inc. ("Purchaser"), all of Seller's right, title and interest in and to the Aircraft.

Seller hereby warrants to Purchaser, its successors and assigns, that Seller is the lawful owner of the Aircraft and that there is hereby conveyed to Purchaser good and marketable title to the Aircraft, free and clear of any and all liens, claims and encumbrances whatsoever, and Seller will warrant and defend such title forever, at the sole expense of Seller, against all claims and demands whatsoever. EXCEPT FOR THE WARRANTIES OF SELLER SET FORTH IN THE PRECEDING SENTENCE, THE AIRCRAFT IS HEREBY SOLD TO PURCHASER IN ITS "AS IS, WHERE IS" CONDITION AND "WITH ALL FAULTS."

IN WITNESS WHEREOF, Seller has caused this Warranty Bill of Sale to be executed by its duly authorized officer, as of this 26 day of July, 2011.

ASI WINGS, LLC

By: Aetna Inc., Managing Member

By: Melinda Westbrook
Name: Melinda Westbrook
Title: Assistant Corporate Secretary
Date: July 26, 2011

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

FORM APPROVED
OMB No. 2120-0042

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

CERT: ISSUE DATE

UNITED STATES REGISTRATION NUMBER: N162AE

AIRCRAFT MANUFACTURER & MODEL: Sikorsky S-76C

AIRCRAFT SERIAL No.: 760472

FOR FAA USE ONLY

ORIGINAL DOCUMENT FILED AT THE F.A.A. BY I.A.T.S. DATE: 7-26-11 TIME: 12:09 P.M. CDT

TYPE OF REGISTRATION (Check One box)

☐ 1. Individual ☐ 2. Partnership ☑ 3. Corporation ☐ 4. Co-Owner ☐ 5. Government
☐ 8. Non-Citizen Corporation ☐ 9. Non-Citizen Corporation Co-Owner

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

Freedom Air International, Inc.

TELEPHONE NUMBER: ( )

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

Number and street: 103 Foulk Road, Suite 202

Rural Route: P.O. Box:

CITY	STATE	ZIP CODE
Wilmington	DE	19803

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

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

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

CERTIFICATION

I/WE CERTIFY:

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

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

CHECK ONE AS APPROPRIATE:

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

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

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

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

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

TYPE OR PRINT NAME BELOW SIGNATURE

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.

SIGNATURE	TITLE	DATE
Darren K. Indyke	Vice President	7-26-11
SIGNATURE Darren K. Indyke	TITLE	DATE
SIGNATURE	TITLE	DATE

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

AC Form 8050-1 (1/09) (NSN 0052-00-628-9007) Supersedes Previous Edition

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

Paperwork Reduction Act Statement: The information collected on this form is necessary to obtain authorization to transmit information to the International Registry. The information is a condition for the issuance of a unique authorization code. 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 currently valid OMB control number. **OMB 2120-0697.**

AUTHORIZATION CODE

FAA ENTRY POINT FILING FORM
INTERNATIONAL REGISTRY

PARTY: (At least one party is required)

Name Freedom Air International, Inc.

Address

Phone

Electronic Address

PARTY:

Name ASI Wings, LLC

Address 151 Farmington Avenue,
Hartford, CT 06156

Phone 860-273-3386

Electronic Address

COLLATERAL: (Required)

Aircraft Make/Model	Serial Number	U.S. Registration Number
SIKORSKY S-76	760472	N162AE

Engine Manufacturer/Make	Model	Serial Number
TURBOMECA	ARRIEL 2S1	20040
TURBOMECA	ARRIEL 2S1	20533TEC

☐ **Additional collateral listed on attachment**

TYPE OF INTEREST: (At least one block must be checked)

☐ **Notice of Prospective International Interest, Prospective assignment, prospective sale**
☐ **International Interest**
☑ **Contract of Sale**
☐ **Discharge or Release**
☐ **Other (specify type)**

SUBMITTED BY: INSURED AIRCRAFT TITLE SERVICE, INC. 4848 S.W. 36TH ST., OKLAHOMA CITY, OK 73179
(name, address, telephone number)

405-681-6663 (JR)

AC Form 8050-135 (02/06)

Page 1 of _____

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

7-26-11 7:30 run

N722JE/
N162AE

HOLD UNTIL JOAN CALLS YOU!

Please date docs!!!

FEES: $5.00 for N722JE

$5.00 for N162AE

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

From: (405) 681-6663
Tonya Butler
Insured Aircraft Title Service, Inc
4848 S W. 36th St.

Oklahoma City, OK 73179

Origin ID: OKCA

FedEx Express

J1120110429022S

Ship Date: 25JUL11
ActWgt: 0.1 LB
CAD: 102873219/INET3160

Delivery Address Bar Code [redacted]

SHIP TO: (203) 453-0800 BILL SENDER

Executive Jet Management

58 LINDBERGH DR

HARTFORD, CT 06114

Ref # N722JE & N162AE
Invoice #
PO #
Dept #

[redacted]

TUE - 26 JUL A1
PRIORITY OVERNIGHT

TRK# 0201 [redacted]

XE KXAA

06114
CT-US
BDL

[redacted]

After printing this label:
1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.
Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com.FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery,misdelivery,or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim.Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic valueof the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental,consequential, or special is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss.Maximum for items of extraordinary value is $500, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

CONFIDENTIAL Subject to Protective Order IATS - 000305

SDNY_GM_02774410

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

EFTA_00261050

EFTA01339678

FORM APPROVED
OMB No. 2120-0042

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

CERT: ISSUE DATE

FOR FAA USE ONLY

UNITED STATES REGISTRATION NUMBER N 162AE

AIRCRAFT MANUFACTURER & MODEL Sikorsky S-76C

AIRCRAFT SERIAL No. 760472

TYPE OF REGISTRATION (Check One box)

☐ 1. Individual ☐ 2. Partnership ☑ 3. Corporation ☐ 4. Co-Owner ☐ 5. Government
☐ 8. Non-Citizen Corporation ☐ 9. Non-Citizen Corporation Co-Owner

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

Freedom Air International, Inc.

TELEPHONE NUMBER: ( )

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

Number and street: 103 Foulk Road, Suite 202

Rural Route: P.O. Box:

CITY	STATE	ZIP CODE
Wilmington	DE	19803

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

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

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

CERTIFICATION

I/WE CERTIFY:

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

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

CHECK ONE AS APPROPRIATE:

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

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

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

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

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

TYPE OR PRINT NAME BELOW SIGNATURE

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.

SIGNATURE	TITLE	DATE
Darren K. Indyke	Vice President	
SIGNATURE Darren K. Indyke	TITLE	DATE
SIGNATURE	TITLE	DATE

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

AC Form 8050-1 (1/09) (NSN 0052-00-628-9007) Supersedes Previous Edition

OPERATION OUTSIDE OF THE UNITED STATES PROHIBITED BY LAW

FORM APPROVED
OMB No. 2120-0042

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

CERT: ISSUE DATE

UNITED STATES REGISTRATION NUMBER: N 722JE

AIRCRAFT MANUFACTURER & MODEL: Keystone (Sikorsky) S-76C

AIRCRAFT SERIAL No.: 760750

FOR FAA USE ONLY

TYPE OF REGISTRATION (Check One box)

☐ 1. Individual ☐ 2. Partnership ☒ 3. Corporation ☐ 4. Co-Owner ☐ 5. Government
☐ 6. Non-Citizen Corporation ☐ 9. Non-Citizen Corporation Co-Owner

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

ASI Wings, LLC

TELEPHONE NUMBER: (860) 273-0386

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

Number and street: 151 Farmington Avenue

Rural Route: P.O. Box:

CITY	STATE	ZIP CODE
Hartford	Connecticut	06156

☐ 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.), or:
(For voting trust, give name of trustee.)

CHECK ONE AS APPROPRIATE:

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

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

(2) That the aircraft is not registered under the laws of any foreign country; and
(3) That legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.

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

TYPE OR PRINT NAME BELOW SIGNATURE

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK

SIGNATURE	TITLE	DATE
Melinda Westbrook	Assistant Corporate Secretary of Aetna Inc.,	
SIGNATURE: Melinda Westbrook	Managing Member of ASI Wings, LLC	DATE
SIGNATURE	TITLE	DATE

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

AC Form 8050-1 (1/09) (NSN 0052-00-628-9007) Supersedes Previous Edition

REPRODUCTION OF THIS FORM IS PROHIBITED BY LAW

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

Subject: RE: N722JE & N162AE-Documents in Escrow
From: Ted Osgood <[redacted]
Date: Mon, 25 Jul 2011 16:20:04 -0400
To: Tonya Butler [redacted] Darren Indyke [redacted], George Reenstra <[redacted] Irena Damnjanoska [redacted], Jap Blankenship <[redacted] "Marcroft, Coreen [redacted], Anthony Dennis [redacted], "Black, Joseph C" [redacted]
CC: Mike Dwyer [redacted], Mike Mikolay [redacted]

Please send the pink slips to Aetna's hangar in Hartford, CT, since both aircraft will be there at closing:

Executive Jet Management
58 Lindbergh Drive
Hartford, CT 06114

Ted Osgood
Aircraft Sales Director
Guardian Jet, LLC

1445 Boston Post Road
Guilford, CT 06437
[redacted]
www.GuardianJet.com

From: Tonya Butler [redacted]
Sent: Monday, July 25, 2011 4:14 PM
To: Darren Indyke; George Reenstra; Ted Osgood; Irena Damnjanoska; Jap Blankenship; Marcroft, Coreen [redacted] Anthony Dennis
Subject: N722JE & N162AE-Documents in Escrow

Please find attached copies of the original documents held in escrow for N722JE and N162AE.

We also received the pink slips from the AFR for both aircraft. The parties will need to keep the pink slip in the cockpit of the aircraft, until the certificate of registration is completed. Please advise what address you want us to send the pink slips back to by Fed-Ex.

Sincerely,
Tonya Butler
Escrow Assistant for
Joan F. Roberts - VP
Insured Aircraft Title Service, Inc.
4848 S.W. 36th Street
Oklahoma City, OK 73179
[redacted]

CONFIDENTIAL Subject to Protective Order IATS - 000308
SDNY_GM_02774413
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261053
EFTA01339681

[redacted]
www.insuredaircraft.com
--
This message has been scanned for viruses and dangerous content by **MailScanner**, and is believed to be clean.
--
This message has been scanned for viruses and dangerous content by **MailScanner**, and is believed to be clean.

CONFIDENTIAL Subject to Protective Order IATS - 000309
SDNY_GM_02774414
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261054
EFTA01339682

FELLERS SNIDER
ATTORNEYS AND COUNSELLORS AT LAW
FELLERS SNIDER BLANKENSHIP BAILEY & TIPPENS, P.C.

OKLAHOMA CITY ■ TULSA

IRENA DAMNJANOSKA
ASSOCIATE
[redacted]

July 22, 2011

VIA HAND-DELIVERY

Insured Aircraft Title Service, Inc.
Attn: Kim Thompson
4848 SW 36th Street
Oklahoma City, Oklahoma 73122-2116

Re: N722JE and N162AE

Dear Kim:

Pursuant to Section 5(b)(ii)(B) of the Purchase Agreement between ASI Wings, LLC as Purchaser and Freedom Air International, Inc. as Seller covering N722JE, enclosed is an original of the application for aircraft registration executed by ASI Wings, LLC.

Pursuant to Section 5(b)(i)(A) of the Purchase Agreement between ASI Wings, LLC as Seller and Freedom Air International, Inc. as Purchaser covering N162AE, enclosed is the original of the Warranty Bill of Sale executed by ASI Wings, LLC as Seller.

Please let me know any questions you may have regarding any of the above.

Very truly yours,

Irena Damnjanoska
For the Firm

ID/tjb
Enclosures
570265.1:80202

100 NORTH BROADWAY, SUITE 1700
OKLAHOMA CITY, OKLAHOMA 73102-8820
www.fellerssnider.com
TELEPHONE 405.232.0621 ■ FAX 405.232.9659

CONFIDENTIAL Subject to Protective Order IATS - 000310
SDNY_GM_02774415
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261055
EFTA01339683

DARREN K. INDYKE
Darren K. Indyke, PLLC
301 East 66th Street, 10B
New York, New York 10065
[redacted]
email: dkiesq@aol.om

July 21, 2011

VIA FEDERAL EXPRESS (405-681-6663)

Ms. Tonya Butler
Escrow Assistant for Joan F. Roberts – Vice President
Insured Aircraft Title Service, Inc.
4848 S.W. 36th Street
Oklahoma City, OK 73179

Re: Sale and Purchase of N722JE and N162AE

Dear Ms. Butler:

In connection with the Closing Escrow maintained by Insured Aircraft Title Service, Inc. for the sale by Freedom Air International, Inc. ("FAI") to ASI Wings, LLC ("ASI") of N722JE and for the purchase by FAI from ASI of N162AE, I have enclosed the following executed, but undated, documents for you to hold in escrow:

1. Warranty Bill of Sale of FAI relating to sale of N722JE to ASI; and

2. FAA Aircraft Registration Application on form AC FORM 8050-1 relating to registration of N162AE on behalf of FAI.

These documents are to be held in escrow subject to and in accordance with the provisions of the Aircraft Purchase Agreement entered into as of July 18, 2011 by and between SAI, as purchaser, and FAI, as seller, relating to the purchase and sale N722JE, and the Aircraft Purchase Agreement entered into as of July 18, 2011 by and between SAI, as seller, FAI, as purchaser, relating to the sale and purchase of

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

N162AE. Please confirm receipt of the enclosed documents by email to the undersigned at [redacted] and to Jap Blankenship, Esq. at [redacted]

Thank you for your assistance in these matters.

Sincerely,

Darren K. Indyke

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

```
ARAUTP22                    AIRCRAFT REGISTRATION SYSTEM                    06/29/11
ARAUTM30                     LIMITED LIABILITY INQUIRY                      08:03
--------------------------------------------------------------------------------

 Phase       :

 Name                : ASI WINGS LLC (DE)
 Effective Date      : 10/29/1998
 Expire Date         :
 Limit/Restrictions : NONE

                 Authorized Signer
1.  MEMBER
2.
3.
4.


 Accept Date         : 12/22/2009
 Accepting Examiner : Christine Mounger
Enter-PF1---PF2---PF3---PF4---PF5---PF6---PF7---PF8---PF9---PF10--PF11--PF12---
            OPT   MAIN                                    PREV
```


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

Accepted CD Dec/22/2009

To: Federal Aviation Administration
Civil Aviation Registry
Aircraft Registration Branch
P.O. Box 25504
Oklahoma City, OK 73125

Date: November 30, 2009

Re: Statement in Support of Registration of United States Civil Aircraft in the name of a Limited Liability Company

Ladies and Gentlemen:

ASI WINGS, LLC (the "LLC"), is a citizen of the United States as defined in 49 U.S.C. § 40102(a)(15), and is eligible to register aircraft in its name. In that regard, the following representations are made:

1. The LLC is lawfully organized in the state of Delaware.

2. The effective date of the LLC is October 29, 1998.

3. The name of each of the members of the LLC and the type of entity of each (i.e. individual, corporation, partnership, or LLC) are as follows:

Name	Type of Entity	U.S. Citizen
Aetna Inc.	Corporation	Yes X No ___

4. The LLC is managed by the sole member and the member may act independently.

5. The member named above is a citizen of the United States as defined in 49 U.S.C. 40102(a)(15).

ASI WINGS, LLC

By: Aetna Inc., Managing Member

By: Melinda Westbrook

Name: Melinda Westbrook

Title Assistant Corporate Secretary

501133v2:03173

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

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2009 DEC 10 PM 12 57
OKLAHOMA CITY
OKLAHOMA

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

IR Forms
& Filings

SDNY_GM_02774421

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

EFTA_00261061

EFTA01339689

aviareto

Transaction Statement

Issued by

Aviareto Limited, Registrar of the International Registry for International Interests in Mobile Equipment (Aircraft Equipment)

Created on 26 Jul 2011 at 17:41:59 GMT

Transaction Statement No: 15816642

Services supplied to

Organisation: Insured Aircraft Title Service, Inc.
4848 SW 36th Street
Oklahoma City, Oklahoma 73179, United States

Organisation ID: 7524

Name: Brenda K. Cobb

Services Supplied

Date	Transaction ID	Description	Quantity	Price (USD)
26 Jul 2011	1428AA1F31	INTEREST - REGISTER - SIKORSKY / S-76 / 760472	1	100.00

Subtotal (USD):	100.00
VAT (USD) charged at 0%:	0.00
Total (USD):	100.00
Credit Balance:	8,440.00
Payment Method:	PREPAID

This is not a request for payment. Payment has been made in full.

CONFIDENTIAL Subject to Protective Order IATS - 000317

SDNY_GM_02774422

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

EFTA_00261062

EFTA01339690

aviareto

Transaction Statement

Issued by

Aviareto Limited, Registrar of the International Registry for International Interests in Mobile Equipment (Aircraft Equipment)

Created on 26 Jul 2011 at 17:50:45 GMT

Transaction Statement No: 15816964

Services supplied to

Organisation: Insured Aircraft Title Service, Inc.
4848 SW 36th Street
Oklahoma City, Oklahoma 73179, United States

Organisation ID: 7524

Name: Brenda K. Cobb

Services Supplied

Date	Transaction ID	Description	Quantity	Price (USD)
26 Jul 2011	1428B235A1	INTEREST - REGISTER - Turbomeca / Arriel 2S1 / 20040	1	50.00

Subtotal (USD):	50.00
VAT (USD) charged at 0%:	0.00
Total (USD):	50.00
Credit Balance:	8,340.00
Payment Method:	PREPAID

This is not a request for payment. Payment has been made in full.

CONFIDENTIAL Subject to Protective Order IATS - 000318

SDNY_GM_02774423

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

EFTA_00261063

EFTA01339691

aviareto

Transaction Statement

Issued by

Aviareto Limited, Registrar of the International Registry for International Interests in Mobile Equipment (Aircraft Equipment)

Created on 26 Jul 2011 at 17:55:22 GMT

Transaction Statement No: 15817284

Services supplied to

Organisation: Insured Aircraft Title Service, Inc.
4848 SW 36th Street
Oklahoma City, Oklahoma 73179, United States

Organisation ID: 7524

Name: Brenda K. Cobb

Services Supplied

Date	Transaction ID	Description	Quantity	Price (USD)
26 Jul 2011	1428B66EAF	INTEREST - REGISTER - Turbomeca / Arriel 2S1 / 20533TEC	1	50.00

Subtotal (USD):	50.00
VAT (USD) charged at 0%:	0.00
Total (USD):	50.00
Credit Balance:	8,220.00
Payment Method:	PREPAID

This is not a request for payment. Payment has been made in full.

CONFIDENTIAL Subject to Protective Order IATS - 000319

SDNY_GM_02774424

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

EFTA_00261064

EFTA01339692

Paperwork Reduction Act Statement: The information collected on this form is necessary to obtain authorization to transmit information to the International Registry. The information is a condition for the issuance of a unique authorization code. 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 currently valid OMB control number. **OMB 2120-0697.**

AUTHORIZATION CODE

IRN20110726120229

FAA ENTRY POINT FILING FORM
INTERNATIONAL REGISTRY

PARTY: (At least one party is required)

Name ASI Wings, LLC

Address 151 Farmington Avenue,

Hartford, CT 06156

Phone 860-273-3386

Electronic Address

PARTY:

Name Freedom Air International, Inc.

Address

Phone

Electronic Address

COLLATERAL: (Required)

Aircraft Make/Model	Serial Number	U.S. Registration Number
SIKORSKY S-76	760750	N722JE

Engine Manufacturer/Make	Model	Serial Number
TURBOMECA	ARRIEL 2S2	42285
TURBOMECA	ARRIEL 2S2	42286

☐ Additional collateral listed on attachment

TYPE OF INTEREST: (At least one block must be checked)

☐ Notice of Prospective International Interest, Prospective assignment, prospective sale
☐ International Interest
☑ Contract of Sale
☐ Discharge or Release
☐ Other (specify type)

SUBMITTED BY: INSURED AIRCRAFT TITLE SERVICE, INC., 4848 S.W. 36TH ST., OKLAHOMA CITY, OK 73179
(name, address, telephone number)

405-681-6663 (JR)

AC Form 8050-135 (02/06)

CONFIDENTIAL Subject to Protective Order IATS - 000320

SDNY_GM_02774425

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

EFTA_00261065

EFTA01339693

WARRANTY BILL OF SALE

The undersigned, FREEDOM AIR INTERNATIONAL, INC. ("Seller"), is the owner of the full legal and beneficial title in and to that certain used Keystone (Sikorsky) S-76C helicopter (sometimes referred to as a S-76C++) bearing Manufacturer's Serial No. 760750 and U.S. Registration No. N722JE, with two (2) Turbomeca Arriel 2S2 engines bearing Manufacturer's Serial Nos. 42285 and 42286, together with all avionics, equipment (including loose equipment), systems, furnishings and accessories installed on, contained in or attached to said helicopter and engines, all as is more particularly described in that certain Aircraft Purchase Agreement dated as of July 18, 2011, between Seller and Purchaser, and also including all airframe, engine and accessory logbooks, flight and operation manuals, maintenance and overhaul records, checklists, drawings, any issued FAA Form 337's, warranty documents, and all other records and paperwork relating to the above-described helicopter and engines in Seller's possession (collectively, the "Aircraft"); provided, that the term Aircraft as used herein does not include airframe maintenance manuals and airframe illustrated parts catalogs as the same are being retained by Seller.

For and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby grant, bargain, sell, convey, transfer and deliver unto ASI WINGS, LLC ("Purchaser"), all of Seller's right, title and interest in and to the Aircraft.

Seller hereby warrants to Purchaser, its successors and assigns, that Seller is the lawful owner of the Aircraft and that there is hereby conveyed to Purchaser good and marketable title to the Aircraft, free and clear of any and all liens, claims and encumbrances whatsoever, and Seller will warrant and defend such title forever, at the sole expense of Seller, against all claims and demands whatsoever. EXCEPT FOR THE WARRANTIES OF SELLER SET FORTH IN THE PRECEDING SENTENCE, THE AIRCRAFT IS HEREBY SOLD TO PURCHASER IN ITS "AS IS, WHERE IS" CONDITION AND "WITH ALL FAULTS."

IN WITNESS WHEREOF, Seller has caused this Warranty Bill of Sale to be executed by its duly authorized officer, as of this 26 day of July, 2011.

FREEDOM AIR INTERNATIONAL, INC.

By: Darren K. Indyke
Name: Darren K. Indyke
Title: Vice President

ORIGINAL DOCUMENT
FILED AT THE F.A.A. BY
I.A.T.S.
DATE: 7-26-11 TIME: 11:58 A.M. EDT

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

FORM APPROVED
OMB No. 2120-0042

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

CERT: ISSUE DATE

UNITED STATES REGISTRATION NUMBER N 722JE

AIRCRAFT MANUFACTURER & MODEL
Keystone (Sikorsky) S-76C

AIRCRAFT SERIAL No.
760750

FOR FAA USE ONLY

ORIGINAL DOCUMENT FILED AT THE F.A.A. BY I.A.T.S. DATE: 7-26-11 TIME: 11:58 A.M., CDT

TYPE OF REGISTRATION (Check One box)

☐ 1. Individual ☐ 2. Partnership ☒ 3. Corporation ☐ 4. Co-Owner ☐ 5. Government
☐ 8. Non-Citizen Corporation ☐ 9. Non-Citizen Corporation Co-Owner

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

ASI Wings, LLC

TELEPHONE NUMBER: (860) 273-3386

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

Number and street: 151 Farmington Avenue

Rural Route: P.O. Box:

CITY	STATE	ZIP CODE
Hartford	Connecticut	06156

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

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

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

CERTIFICATION

I/WE CERTIFY:

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

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

CHECK ONE AS APPROPRIATE:

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

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

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

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

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

TYPE OR PRINT NAME BELOW SIGNATURE

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK

SIGNATURE	TITLE	DATE
Melinda Westbrook	Assistant Corporate Secretary of Aetna Inc.,	7-26-11
SIGNATURE	TITLE	DATE
Melinda Westbrook	Managing Member of ASI Wings, LLC	
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 (1/09) (NSN 0052-00-628-9007) Supersedes Previous Edition

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

Paperwork Reduction Act Statement: The information collected on this form is necessary to obtain authorization to transmit information to the International Registry. The information is a condition for the issuance of a unique authorization code. 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 currently valid OMB control number. **OMB 2120-0697.**

AUTHORIZATION CODE

FAA ENTRY POINT FILING FORM
INTERNATIONAL REGISTRY

PARTY: (At least one party is required)

Name ASI Wings, LLC
Address 151 Farmington Avenue,
Hartford, CT 06156
Phone 860-273-3386
Electronic Address

PARTY:

Name Freedom Air International, Inc.
Address

Phone
Electronic Address

COLLATERAL: (Required)

Aircraft Make/Model	Serial Number	U.S. Registration Number
SIKORSKY S-76	760750	N722JE

Engine Manufacturer/Make	Model	Serial Number
TURBOMECA	ARRIEL 2S2	42285
TURBOMECA	ARRIEL 2S2	42286

☐ **Additional collateral listed on attachment**

TYPE OF INTEREST: (At least one block must be checked)

☐ **Notice of Prospective International Interest, Prospective assignment, prospective sale**
☐ **International Interest**
☑ **Contract of Sale**
☐ **Discharge or Release**
☐ **Other (specify type)**

SUBMITTED BY: INSURED AIRCRAFT TITLE SERVICE, INC. 4848 S.W. 36TH ST., OKLAHOMA CITY, OK 73179
(name, address, telephone number)
405-681-6663 (JR)

AC Form 8050-135 (02/06)

CONFIDENTIAL Subject to Protective Order IATS - 000323
SDNY_GM_02774428
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261068
EFTA01339696

aviareto

Transaction Statement

Issued by

Aviareto Limited, Registrar of the International Registry for International Interests in Mobile Equipment (Aircraft Equipment)

Created on 26 Jul 2011 at 17:59:59 GMT

Transaction Statement No: 15817602

Services supplied to

Organisation: Insured Aircraft Title Service, Inc.
4848 SW 36th Street
Oklahoma City, Oklahoma 73179, United States

Organisation ID: 7524

Name: Brenda K. Cobb

Services Supplied

Date	Transaction ID	Description	Quantity	Price (USD)
26 Jul 2011	1428BAA9D0	INTEREST - REGISTER - SIKORSKY / S-76 / 760750	1	100.00

Subtotal (USD):	100.00
VAT (USD) charged at 0%:	0.00
Total (USD):	100.00
Credit Balance:	8,085.00
Payment Method:	PREPAID

This is not a request for payment. Payment has been made in full.

CONFIDENTIAL Subject to Protective Order IATS - 000324

SDNY_GM_02774429

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

EFTA_00261069

EFTA01339697

aviareto

Transaction Statement

Issued by

Aviareto Limited, Registrar of the International Registry for International Interests in Mobile Equipment (Aircraft Equipment)

Created on 26 Jul 2011 at 18:05:10 GMT

Transaction Statement No: 15817924

Services supplied to

Organisation: Insured Aircraft Title Service, Inc.
4848 SW 36th Street
Oklahoma City, Oklahoma 73179, United States

Organisation ID: 7524

Name: Brenda K. Cobb

Services Supplied

Date	Transaction ID	Description	Quantity	Price (USD)
26 Jul 2011	1428BF655C	INTEREST - REGISTER - TURBOMECA / ARRIEL 2S2 / 42285	1	100.00

Subtotal (USD):	100.00
VAT (USD) charged at 0%:	0.00
Total (USD):	100.00
Credit Balance:	7,935.00
Payment Method:	PREPAID

This is not a request for payment. Payment has been made in full.

CONFIDENTIAL Subject to Protective Order IATS - 000325

SDNY_GM_02774430

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

EFTA_00261070

EFTA01339698

aviareto

Transaction Statement

Issued by

Aviareto Limited, Registrar of the International Registry for International Interests in Mobile Equipment (Aircraft Equipment)

Created on 26 Jul 2011 at 18:10:17 GMT

Transaction Statement No: 15818082

Services supplied to

Organisation: Insured Aircraft Title Service, Inc.
4848 SW 36th Street
Oklahoma City, Oklahoma 73179, United States

Organisation ID: 7524

Name: Brenda K. Cobb

Services Supplied

Date	Transaction ID	Description	Quantity	Price (USD)
26 Jul 2011	1428C4132D	INTEREST - REGISTER - TURBOMECA / ARRIEL 2S2 / 42286	1	50.00

Subtotal (USD):	50.00
VAT (USD) charged at 0%:	0.00
Total (USD):	50.00

Credit Balance:	7,885.00
Payment Method:	PREPAID

This is not a request for payment. Payment has been made in full.

CONFIDENTIAL Subject to Protective Order IATS - 000326

SDNY_GM_02774431

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

EFTA_00261071

EFTA01339699

Home
User Area
Registration Area
Search the Registry
Fees and Payment Options
Documentation and Information
Arabic
Chinese
English
French
Russian
Spanish
FAQs (Frequently Asked Questions)
Contact Us
Annual Statistical Report
Help

Log-in: Judy Hunteman
Insured Aircraft Title Service, Inc.
Logout

Request Authorisation to work on Aircraft Objects

Authorisation Request Confirmed

Your authorisation requests are being processed. You will be contacted by email as each individual request is approved.

Manufacturer Name	Model Designator	Manufacturer's Serial Number
SIKORSKY	S-76	760750
TURBOMECA	ARRIEL 2S2	42285
TURBOMECA	ARRIEL 2S2	42286
SIKORSKY	S-76	760472
Turbomeca	Arriel 2S1	20533TEC

Entity ID	Entity Name
293884	Freedom Air International, Inc. -approved
445636	ASI Wings, LLC -approved

722JE

162AE

Return to start

By entering this site you acknowledge and agree to all **terms and conditions** stated herein

CONFIDENTIAL Subject to Protective Order IATS - 000327

SDNY_GM_02774432

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

EFTA_00261072

EFTA01339700

Home
User Area
Registration Area
Search the Registry
Fees and Payment Options
Documentation and Information
Arabic
Chinese
English
French
Russian
Spanish
FAQs (Frequently Asked Questions)
Contact Us
Annual Statistical Report
Help

Log-in: Judy Hunteman
Insured Aircraft Title Service, Inc.

Logout

Request Authorisation to work on Aircraft Objects

Authorisation Request Confirmed

Your authorisation requests are being processed. You will be contacted by email as each individual request is approved.

Manufacturer Name	Model Designator	Manufacturer's Serial Number
Turbomeca	Arriel 2S1	20040
Entity ID	**Entity Name**	
293884	Freedom Air International, Inc. -approved	

Return to start

By entering this site you acknowledge and agree to all **terms and conditions** stated herein

CONFIDENTIAL Subject to Protective Order IATS - 000328

SDNY_GM_02774433

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

EFTA_00261073

EFTA01339701

Subject: International Registry - Authorisation Approved
From: [redacted]
Date: Tue, 26 Jul 2011 14:38:53 +0000 (GMT)
To: [redacted]

Please do not reply to this email
Please keep this email for future reference

Your application to be authorised to work on the following aircraft object on behalf of Freedom Air International, Inc. has been approved and you can now register your interests on www.internationalregistry.aero.

Manufacturer:	Turbomeca
Model:	Arriel 2S1
Manufacturer's Serial Number:	20040
Authorising party:	Freedom Air International, Inc.

Contact us:
Via the International Registry Helpdesk at [redacted]

--
This message has been scanned for viruses and dangerous content by MailScanner, and is believed to be clean.

CONFIDENTIAL Subject to Protective Order IATS - 000329
SDNY_GM_02774434
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261074
EFTA01339702

Home
User Area
Registration Area
Search the Registry
Fees and Payment Options
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Arabic
Chinese
English
French
Russian
Spanish
FAQs (Frequently Asked Questions)
Contact Us
Annual Statistical Report
Help

Log-in: Judy Hunteman
Insured Aircraft Title Service, Inc.

Logout

Request Authorisation to work on Aircraft Objects

Authorisation Request Confirmed 162AE Eng.

Your authorisation requests are being processed. You will be contacted by email as each individual request is approved.

Manufacturer Name	Model Designator	Manufacturer's Serial Number
~~Turbomeca~~	~~Arriel 2S2~~	~~19211~~
Turbomeca	Arriel 2S1	20040
Entity ID	**Entity Name**	
445636	ASI Wings, LLC – approved	

Return to start

By entering this site you acknowledge and agree to all **terms and conditions** stated herein

CONFIDENTIAL Subject to Protective Order IATS - 000330

SDNY_GM_02774435

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

EFTA_00261075

EFTA01339703

Subject: International Registry - Authorisation Approved
From: [redacted]
Date: Mon, 25 Jul 2011 23:01:40 +0000 (GMT)
To: [redacted]

Please do not reply to this email
Please keep this email for future reference

Your application to be authorised to work on the following aircraft object on behalf of ASI Wings, LLC has been approved and you can now register your interests on www.internationalregistry.aero.

Manufacturer:	Turbomeca
Model:	Arriel 2S1
Manufacturer's Serial Number:	20040
Authorising party:	ASI Wings, LLC

Contact us:
Via the International Registry Helpdesk at help@aviareto.aero

--
This message has been scanned for viruses and
dangerous content by MailScanner, and is
believed to be clean.

CONFIDENTIAL Subject to Protective Order IATS - 000331
SDNY_GM_02774436
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261076
EFTA01339704

N162AE

Subject: International Registry - Authorisation Approved
From: internationalregistry@internationalregistry.aero
Date: Mon, 25 Jul 2011 21:29:01 +0000 (GMT)
To: jhunteman@insuredaircraft.com

Please do not reply to this email
Please keep this email for future reference

Your application to be authorised to work on the following aircraft object on behalf of Freedom Air International, Inc. has been approved and you can now register your interests on www.internationalregistry.aero.

Manufacturer:	SIKORSKY
Model:	S-76
Manufacturer's Serial Number:	760472
Authorising party:	Freedom Air International, Inc.

Contact us:
Via the International Registry Helpdesk at help@aviareto.aero

--
This message has been scanned for viruses and
dangerous content by MailScanner, and is
believed to be clean.

CONFIDENTIAL Subject to Protective Order IATS - 000332
SDNY_GM_02774437
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Subject: International Registry - Authorisation Approved
From: [redacted]
Date: Mon, 25 Jul 2011 21:29:54 +0000 (GMT)
To: [redacted]

Please do not reply to this email
Please keep this email for future reference

Your application to be authorised to work on the following aircraft object on behalf of Freedom Air International, Inc. has been approved and you can now register your interests on www.internationalregistry.aero.

Manufacturer:	Turbomeca
Model:	Arriel 2S1
Manufacturer's Serial Number:	20533TEC
Authorising party:	Freedom Air International, Inc.

Contact us:
Via the International Registry Helpdesk at [redacted]

--
This message has been scanned for viruses and dangerous content by MailScanner, and is believed to be clean.

CONFIDENTIAL Subject to Protective Order IATS - 000333
SDNY_GM_02774438
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261078
EFTA01339706

162AE

Subject: International Registry - Authorisation Approved
From: [redacted]
Date: Mon, 25 Jul 2011 21:08:00 +0000 (GMT)
To: [redacted]

Please do not reply to this email
Please keep this email for future reference

Your application to be authorised to work on the following aircraft object on behalf of ASI Wings, LLC has been approved and you can now register your interests on www.internationalregistry.aero.

Manufacturer:	SIKORSKY
Model:	S-76
Manufacturer's Serial Number:	760472
Authorising party:	ASI Wings, LLC

Contact us:
Via the International Registry Helpdesk at [redacted]

--
This message has been scanned for viruses and
dangerous content by MailScanner, and is
believed to be clean.

CONFIDENTIAL Subject to Protective Order IATS - 000334
SDNY_GM_02774439
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261079
EFTA01339707

Subject: International Registry - Authorisation Approved
From: [redacted]
Date: Mon, 25 Jul 2011 21:08:50 +0000 (GMT)
To: [redacted]

Please do not reply to this email
Please keep this email for future reference

Your application to be authorised to work on the following aircraft object on behalf of ASI Wings, LLC has been approved and you can now register your interests on www.internationalregistry.aero.

Manufacturer:	Turbomeca
Model:	Arriel 2S1
Manufacturer's Serial Number:	20533TEC
Authorising party:	ASI Wings, LLC

Contact us:
Via the International Registry Helpdesk at [redacted]

--
This message has been scanned for viruses and dangerous content by MailScanner, and is believed to be clean.

CONFIDENTIAL Subject to Protective Order IATS - 000335
SDNY_GM_02774440
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

N722JE

Subject: International Registry - Authorisation Approved
From: [redacted]
Date: Mon, 25 Jul 2011 21:26:55 +0000 (GMT)
To: [redacted]

Please do not reply to this email
Please keep this email for future reference

Your application to be authorised to work on the following aircraft object on behalf of Freedom Air International, Inc. has been approved and you can now register your interests on www.internationalregistry.aero.

Manufacturer:	SIKORSKY
Model:	S-76
Manufacturer's Serial Number:	760750
Authorising party:	Freedom Air International, Inc.

Contact us:
Via the International Registry Helpdesk at [redacted]

--
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CONFIDENTIAL Subject to Protective Order IATS - 000336
SDNY_GM_02774441
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Subject: International Registry - Authorisation Approved
From: [redacted]
Date: Mon, 25 Jul 2011 21:29:36 +0000 (GMT)
To [redacted]

Please do not reply to this email
Please keep this email for future reference

Your application to be authorised to work on the following aircraft object on behalf of Freedom Air International, Inc. has been approved and you can now register your interests on www.internationalregistry.aero.

Manufacturer:	TURBOMECA
Model:	ARRIEL 2S2
Manufacturer's Serial Number:	42285
Authorising party:	Freedom Air International, Inc.

Contact us:
Via the International Registry Helpdesk at help@aviareto.aero

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7/25/2011 4:33 PM

CONFIDENTIAL Subject to Protective Order IATS - 000337
SDNY_GM_02774442
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261082
EFTA01339710

Subject: International Registry - Authorisation Approved
From [redacted]
Date: Mon, 25 Jul 2011 21:29:17 +0000 (GMT)
To: [redacted]

Please do not reply to this email
Please keep this email for future reference

Your application to be authorised to work on the following aircraft object on behalf of Freedom Air International, Inc. has been approved and you can now register your interests on www.internationalregistry.aero.

Manufacturer:	TURBOMECA
Model:	ARRIEL 2S2
Manufacturer's Serial Number:	42286
Authorising party:	Freedom Air International, Inc.

Contact us:
Via the International Registry Helpdesk at [redacted]

--
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CONFIDENTIAL Subject to Protective Order IATS - 000338
SDNY_GM_02774443
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

N722JE

Subject: International Registry - Authorisation Approved
From: [redacted]
Date: Mon, 25 Jul 2011 21:07:24 +0000 (GMT)
To: [redacted]

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Please keep this email for future reference

Your application to be authorised to work on the following aircraft object on behalf of ASI Wings, LLC has been approved and you can now register your interests on www.internationalregistry.aero.

Manufacturer:	SIKORSKY
Model:	S-76
Manufacturer's Serial Number:	760750
Authorising party:	ASI Wings, LLC

Contact us:
Via the International Registry Helpdesk at [redacted]

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CONFIDENTIAL Subject to Protective Order IATS - 000339
SDNY_GM_02774444
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Subject: International Registry - Authorisation Approved
From: [redacted]
Date: Mon, 25 Jul 2011 21:08:27 +0000 (GMT)
To [redacted]

Please do not reply to this email
Please keep this email for future reference

Your application to be authorised to work on the following aircraft object on behalf of ASI Wings, LLC has been approved and you can now register your interests on www.internationalregistry.aero.

Manufacturer:	TURBOMECA
Model:	ARRIEL 2S2
Manufacturer's Serial Number:	42285
Authorising party:	ASI Wings, LLC

Contact us:
Via the International Registry Helpdesk at [redacted]

--
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CONFIDENTIAL Subject to Protective Order IATS - 000340
SDNY_GM_02774445
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261085
EFTA01339713

Subject: International Registry - Authorisation Approved
From [redacted]
Date: Mon, 25 Jul 2011 21:09:26 +0000 (GMT)
To: [redacted]

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Your application to be authorised to work on the following aircraft object on behalf of ASI Wings, LLC has been approved and you can now register your interests on www.internationalregistry.aero.

Manufacturer:	TURBOMECA
Model:	ARRIEL 2S2
Manufacturer's Serial Number:	42286
Authorising party:	ASI Wings, LLC

Contact us:
Via the International Registry Helpdesk at [redacted]

--
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CONFIDENTIAL Subject to Protective Order IATS - 000341
SDNY_GM_02774446
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261086
EFTA01339714

Home
User Area
Registration Area
Search the Registry
Fees and Payment Options
Documentation and Information
Arabic
Chinese
English
French
Russian
Spanish
FAQs (Frequently Asked Questions)
Contact Us
Annual Statistical Report
Help

Log-in: Judy Hunteman
Insured Aircraft Title Service, Inc.
Logout

Manage Authorisations

The list below shows your pending and authorised requests.

Manufacturer	Model Designator	MSN	Transacting Entity	Status	Multiple Users	Request Date and time	Authorisation Date and Time	Matches Current Manufacturer List
BOMBARDIER	CHALLENGER 300	20040	McDonald's Corporation	AUTHORISED	NO		2009 Oct 21 19:03:13	YES
BOMBARDIER	CHALLENGER 300	20040	Bombardier Aerospace Corporation	PENDING	NO			YES
Turbomeca	Arriel 2S1	20040	Freedom Air International, Inc.	AUTHORISED	NO	2011 Jul 26 13:18:15	2011 Jul 26 14:38:53	NO
Turbomeca	Arriel 2S1	20040	ASI Wings, LLC	AUTHORISED	NO	2011 Jul 25 21:25:47	2011 Jul 25 23:01:40	NO

Page 1 of 1

Choose page size: **All** **50** **20** **10**

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SDNY_GM_02774447

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

EFTA_00261087

EFTA01339715

Subject: Re: IR Revoke-Engine Only-ASI Wings, LLC
From: Tonya Butler [redacted]
Date: Tue, 26 Jul 2011 08:20:25 -0500
To: "Dennis, Anthony J" [redacted]
CC: "Sullivanifkovic, Carol A" [redacted]

We have received the approval from her this morning, that we needed. So, we are good to go for closing on the IR.

Sincerely,
Tonya Butler
Escrow Assistant for
Joan F. Roberts - VP
Insured Aircraft Title Service, Inc.
4848 S.W. 36th Street
Oklahoma City, OK 73179
[redacted]
www.insuredaircraft.com

On 7/25/2011 5:57 PM, Dennis, Anthony J wrote:

> Tonya, overnight please send Carol whatever authorizations or revocations you need and she will do that for you. Jap called and said he did not need to be brought in to that part of it. Insured Aircraft is handling these IRs for us and not his law firm. Carol will click on whatever you need but pls make sure you are emailing her the correct requests for the correct equipment or other collateral. Need this asap tonight or tomorrow morning. Thanks. Tony
>
> ---
>
> **From:** Tonya Butler [redacted]
> **Sent:** Monday, July 25, 2011 5:20 PM
> **To:** Sullivanifkovic, Carol A
> **Cc:** Jap Blankenship; Dennis, Anthony J; [redacted]
> **Subject:** Re: IR Revoke-Engine Only-ASI Wings, LLC
>
> No, just s/n 20040. I will request again now, please approve s/n 20040 when it comes through.
>
> Thank you,
> **Tonya Butler**
> **Escrow Assistant for**
> **Joan F. Roberts - VP**
> **Insured Aircraft Title Service, Inc.**
> **4848 S.W. 36th Street**
> **Oklahoma City, OK 73179**
> [redacted]
> www.insuredaircraft.com
>
> On 7/25/2011 4:18 PM, Sullivanifkovic, Carol A wrote:
> I revoked for *Turbomeca Arriel 2S1, s/n 20040 but not for*
> Turbomeca Arriel 2S2 42211

CONFIDENTIAL Subject to Protective Order IATS - 000343
SDNY_GM_02774448
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261088
EFTA01339716

Does that one need to be revoked as well?

Thx, Carol

From: Tonya Butler [redacted]
Sent: Monday, July 25, 2011 5:13 PM
To: Sullivanifkovic, Carol A
Cc: Jap Blankenship; [redacted]; Dennis, Anthony J
Subject: Re: IR Revoke-Engine Only-ASI Wings, LLC

Okay, but did you revoke the previous party for the one engine listed below? We will have to log on again after you revoke the one engine, and request again.

Sincerely,
Tonya Butler
Escrow Assistant for
Joan F. Roberts - VP
Insured Aircraft Title Service, Inc.
4848 S.W. 36th Street
Oklahoma City, OK 73179
[redacted]
tbutler@insuredaircraft.com
www.insuredaircraft.com

On 7/25/2011 4:10 PM, Sullivanifkovic, Carol A wrote:
I have authorised Judy Hunteman on all the pieces of collateral mentioned.

From: Tonya Butler [redacted]
Sent: Monday, July 25, 2011 5:02 PM
To: Sullivanifkovic, Carol A; Jap Blankenship; [redacted]
Subject: IR Revoke-Engine Only-ASI Wings, LLC

Hello,

We have tried to request authorization on behalf of ASI Wings, LLC for the engine description below. Please revoke the previous party that requested for them, when the lien was filed on the IR.

Turbomeca Arriel 2S1, s/n 20040

Please send me an e-mail once you have revoked the previous party on the IR. I will then log back on and request authorization again. We have been advised that this aircraft is closing tomorrow, so we need to take care of this today.

Thank you,
Tonya Butler

CONFIDENTIAL Subject to Protective Order IATS - 000344
SDNY_GM_02774449
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261089
EFTA01339717

Escrow Assistant for
Joan F. Roberts - VP
Insured Aircraft Title Service, Inc.
4848 S.W. 36th Street
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SDNY_GM_02774450
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261090
EFTA01339718

Subject: RE: IR Revoke-Engine Only-ASI Wings, LLC
From: "Sullivanifkovic, Carol A" <[redacted]
Date: Mon, 25 Jul 2011 17:28:49 -0400
To: Tonya Butler [redacted]
CC: Jap Blankenship [redacted], "Dennis, Anthony J"
[redacted]

Judy Hunteman is the only one listed now for *Turbomeca Arriel 2S1, s/n 20040. She had requested authorization for*

TURBOMECA ARRIEL 2S2 42285

but it appears that you don't need her to have that one.

From: Tonya Butler [mailto[redacted]
Sent: Monday, July 25, 2011 5:21 PM
To: Sullivanifkovic, Carol A
Cc: Jap Blankenship; Dennis, Anthony J[redacted]
Subject: Re: IR Revoke-Engine Only-ASI Wings, LLC

No, we did not need you to revoke that request.

Tonya Butler
Escrow Assistant for
Joan F. Roberts - VP
Insured Aircraft Title Service, Inc.
4848 S.W. 36th Street
Oklahoma City, OK 73179
[redacted]
www.insuredaircraft.com

On 7/25/2011 4:19 PM, Sullivanifkovic, Carol A wrote:

> I just revoked for:
> Turbomeca Arriel 2S2 42211
>
> ---
>
> **From:** Sullivanifkovic, Carol A
> **Sent:** Monday, July 25, 2011 5:18 PM
> **To:** 'Tonya Butler'
> **Cc:** Jap Blankenship; Dennis, Anthony J; [redacted]
> **Subject:** RE: IR Revoke-Engine Only-ASI Wings, LLC
>
> I revoked for *Turbomeca Arriel 2S1, s/n 20040 but not for*
> Turbomeca Arriel 2S2 42211
>
> *Does that one need to be revoked as well?*
>
> *Thx, Carol*

7/25/2011 4:31 PM

CONFIDENTIAL Subject to Protective Order IATS - 000346
SDNY_GM_02774451
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

From: Tonya Butle[redacted]
Sent: Monday, July 25, 2011 5:13 PM
To: Sullivanifkovic, Carol A
Cc: Jap Blankenship; [redacted]; Dennis, Anthony J
Subject: Re: IR Revoke-Engine Only-ASI Wings, LLC

Okay, but did you revoke the previous party for the one engine listed below? We will have to log on again after you revoke the one engine, and request again.

Sincerely,
Tonya Butler
Escrow Assistant for
Joan F. Roberts - VP
Insured Aircraft Title Service, Inc.
4848 S.W. 36th Street
Oklahoma City, OK 73179
[redacted]
www.insuredaircraft.com

On 7/25/2011 4:10 PM, Sullivanifkovic, Carol A wrote:

> I have authorised Judy Hunteman on all the pieces of collateral mentioned.
>
> **From:** Tonya Butler [redacted]
> **Sent:** Monday, July 25, 2011 5:02 PM
> **To:** Sullivanifkovic, Carol A; Jap Blankenship; [redacted]
> **Subject:** IR Revoke-Engine Only-ASI Wings, LLC
>
> *Hello,*
>
> *We have tried to request authorization on behalf of ASI Wings, LLC for the engine description below. Please revoke the previous party that requested for them, when the lien was filed on the IR.*
>
> *Turbomeca Arriel 2S1, s/n 20040*
>
> *Please send me an e-mail once you have revoked the previous party on the IR. I will then log back on and request authorization again. We have been advised that this aircraft is closing tomorrow, so we need to take care of this today.*
>
> *Thank you,*
> *Tonya Butler*
> Escrow Assistant for
> Joan F. Roberts - VP
> **Insured Aircraft Title Service, Inc.**
> 4848 S.W. 36th Street
> Oklahoma City, OK 73179

CONFIDENTIAL Subject to Protective Order IATS - 000347
SDNY_GM_02774452
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261092
EFTA01339720

[redacted]

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SDNY_GM_02774453
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261093
EFTA01339721

Subject: Re: IR Revoke-Engine Only-ASI Wings, LLC
From: Tonya Butler [redacted]
Date: Mon, 25 Jul 2011 16:20:19 -0500
To: "Sullivanifkovic, Carol A" [redacted]
CC: Jap Blankenship [redacted] "Dennis, Anthony J" [redacted]

No, just s/n 20040. I will request again now, please approve s/n 20040 when it comes through.

Thank you,
Tonya Butler
Escrow Assistant for
Joan F. Roberts - VP
Insured Aircraft Title Service, Inc.
4848 S.W. 36th Street
Oklahoma City, OK 73179
[redacted]
www.insuredaircraft.com

On 7/25/2011 4:18 PM, Sullivanifkovic, Carol A wrote:

> I revoked for *Turbomeca Arriel 2S1, s/n 20040 but not for*
> Turbomeca Arriel 2S2 42211
>
> *Does that one need to be revoked as well?*
>
> *Thx, Carol*
>
> ---
>
> **From:** Tonya Butler [redacted]
> **Sent:** Monday, July 25, 2011 5:13 PM
> **To:** Sullivanifkovic, Carol A
> **Cc:** Jap Blankenship; [redacted] Dennis, Anthony J
> **Subject:** Re: IR Revoke-Engine Only-ASI Wings, LLC
>
> Okay, but did you revoke the previous party for the one engine listed below? We will have to log on again after you revoke the one engine, and request again.
>
> Sincerely,
> **Tonya Butler**
> **Escrow Assistant for**
> **Joan F. Roberts - VP**
> **Insured Aircraft Title Service, Inc.**
> **4848 S.W. 36th Street**
> **Oklahoma City, OK 73179**
> [redacted]

CONFIDENTIAL Subject to Protective Order IATS - 000349
SDNY_GM_02774454
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

[redacted]
www.insuredaircraft.com

On 7/25/2011 4:10 PM, Sullivanifkovic, Carol A wrote:

I have authorised Judy Hunteman on all the pieces of collateral mentioned.

From: Tonya Butler [mailto[redacted]
Sent: Monday, July 25, 2011 5:02 PM
To: Sullivanifkovic, Carol A; Jap Blankenship; [redacted]
Subject: IR Revoke-Engine Only-ASI Wings, LLC

Hello,

We have tried to request authorization on behalf of ASI Wings, LLC for the engine description below. Please revoke the previous party that requested for them, when the lien was filed on the IR.

Turbomeca Arriel 2S1, s/n 20040

Please send me an e-mail once you have revoked the previous party on the IR. I will then log back on and request authorization again. We have been advised that this aircraft is closing tomorrow, so we need to take care of this today.

Thank you,
Tonya Butler
Escrow Assistant for
Joan F. Roberts - VP
Insured Aircraft Title Service, Inc.
4848 S.W. 36th Street
Oklahoma City, OK 73179
[redacted]

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EFTA01339723

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SDNY_GM_02774456
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261096
EFTA01339724

Subject: Re: IR Revoke-Engine Only-ASI Wings, LLC
From: Tonya Butler [redacted]
Date: Mon, 25 Jul 2011 16:21:22 -0500
To: "Sullivanifkovic, Carol A" [redacted]
CC: Jap Blankenship [redacted] "Dennis, Anthony J" [redacted]

No, we did not need you to revoke that request.

Tonya Butler
Escrow Assistant for
Joan F. Roberts - VP
Insured Aircraft Title Service, Inc.
4848 S.W. 36th Street
Oklahoma City, OK 73179
[redacted]
www.insuredaircraft.com

On 7/25/2011 4:19 PM, Sullivanifkovic, Carol A wrote:

> I just revoked for:
> Turbomeca Arriel 2S2 42211
>
> ---
>
> **From:** Sullivanifkovic, Carol A
> **Sent:** Monday, July 25, 2011 5:18 PM
> **To:** 'Tonya Butler'
> **Cc:** Jap Blankenship; Dennis, Anthony J; [redacted]
> **Subject:** RE: IR Revoke-Engine Only-ASI Wings, LLC
>
> I revoked for *Turbomeca Arriel 2S1, s/n 20040 but not for*
> Turbomeca Arriel 2S2 42211
>
> *Does that one need to be revoked as well?*
>
> *Thx, Carol*
>
> ---
>
> **From:** Tonya Butler [redacted]
> **Sent:** Monday, July 25, 2011 5:13 PM
> **To:** Sullivanifkovic, Carol A
> **Cc:** Jap Blankenship [redacted] Dennis, Anthony J
> **Subject:** Re: IR Revoke-Engine Only-ASI Wings, LLC
>
> Okay, but did you revoke the previous party for the one engine listed below? We will have to log on again after you revoke the one engine, and request again.
>
> Sincerely,
> **Tonya Butler**

CONFIDENTIAL Subject to Protective Order IATS - 000352
SDNY_GM_02774457
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261097
EFTA01339725

Escrow Assistant for
Joan F. Roberts - VP
Insured Aircraft Title Service, Inc.
4848 S.W. 36th Street
Oklahoma City, OK 73179
[redacted]
www.insuredaircraft.com

On 7/25/2011 4:10 PM, Sullivanifkovic, Carol A wrote:

I have authorised Judy Hunteman on all the pieces of collateral mentioned.

From: Tonya Butler [redacted]
Sent: Monday, July 25, 2011 5:02 PM
To: Sullivanifkovic, Carol A; Jap Blankenship; [redacted]
Subject: IR Revoke-Engine Only-ASI Wings, LLC

Hello,

We have tried to request authorization on behalf of ASI Wings, LLC for the engine description below. Please revoke the previous party that requested for them, when the lien was filed on the IR.

Turbomeca Arriel 2S1, s/n 20040

Please send me an e-mail once you have revoked the previous party on the IR. I will then log back on and request authorization again. We have been advised that this aircraft is closing tomorrow, so we need to take care of this today.

Thank you,
Tonya Butler
Escrow Assistant for
Joan F. Roberts - VP
Insured Aircraft Title Service, Inc.
4848 S.W. 36th Street
Oklahoma City, OK 73179
[redacted]

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261098
EFTA01339726

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EFTA_00261099
EFTA01339727

Home
User Area
Registration Area
Search the Registry
Fees and Payment Options
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Chinese
English
French
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Spanish
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Annual Statistical Report
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Log-in: Judy Hunteman
Insured Aircraft Title Service, Inc.

Logout

Request Authorisation to work on Aircraft Objects

AUTHORISATION REQUEST FAILURE:

Some of the Authorisation requests you have made will not be processed. This problem has arisen as these objects have existing Authorisations which must be revoked by the TUE Administrator before you request Authorisation again.

Aircraft Object	Entity	Entity Administrator
Turbomeca/Arriel 2S1/20040	ASI Wings, LLC	SullivanifkovicCA@aetna.com

Authorisation Details

Please verify your authorisation details before confirming your application. If changes are required, please use the 'Amend Authorisation' button.

Manufacturer Name	Model Designator	Manufacturer's Serial Number
SIKORSKY	S-76	760750
TURBOMECA	ARRIEL 2S2	42285
TURBOMECA	ARRIEL 2S2	42286
SIKORSKY	S-76	760472
Turbomeca	Arriel 2S1	20040
Turbomeca	Arriel 2S1	20533TEC

Entity ID	Entity Name
293884	Freedom Air International, Inc.
445636	ASI Wings, LLC

Signature Details:

User ID:	734567640
Date:	25 Jul 2011 20:26:00 GMT

Amend Authorisation

By entering this site you acknowledge and agree to all **terms and conditions** stated herein

CONFIDENTIAL Subject to Protective Order IATS - 000355

SDNY_GM_02774460

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

EFTA_00261100

EFTA01339728

Subject: IR Revoke-Engine Only-ASI Wings, LLC
From: Tonya Butler [redacted]
Date: Mon, 25 Jul 2011 16:01:32 -0500
To: [redacted] Jap Blankenship [redacted]

Hello,

We have tried to request authorization on behalf of ASI Wings, LLC for the engine description below. Please revoke the previous party that requested for them, when the lien was filed on the IR.

Turbomeca Arriel 2S1, s/n 20040

Please send me an e-mail once you have revoked the previous party on the IR. I will then log back on and request authorization again. We have been advised that this aircraft is closing tomorrow, so we need to take care of this today.

Thank you,
Tonya Butler
Escrow Assistant for
Joan F. Roberts - VP
Insured Aircraft Title Service, Inc.
4848 S.W. 36th Street
Oklahoma City, OK 73179
[redacted]

7/25/2011 4:01 PM

CONFIDENTIAL Subject to Protective Order IATS - 000356
SDNY_GM_02774461
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

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Help

Log-in: Tonya Butler
Insured Aircraft Title Service, Inc.
Logout

Search Entities

Entity Details

Entity ID:	293884
Entity Name:	Freedom Air International, Inc.
Address:	457 Madison Ave., 4th Floor New York NY 10022
Country:	United States
Admin Name:	Joan Roberts
Admin Status:	APPROVED
Admin Email:	jr1_docs@insuredaircraft.com
Telephone Number:	405-681-6663

Search Again

By entering this site you acknowledge and agree to all **terms and conditions** stated herein

CONFIDENTIAL Subject to Protective Order IATS - 000357

SDNY_GM_02774462

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

EFTA_00261102

EFTA01339730

Subject: International Registry Administrator
From: Angie Risley [redacted]
Date: Fri, 22 Jul 2011 15:02:30 -0500
To: [redacted]

This is to confirm we are handling the closing on this aircraft. It appears you are the IR administrator for ASI Wings, LLC.

We tried requesting authorization on the IR on the below collateral. However, an authorization already exists. Please revoke the authorization so that we can request it. Please let me know when this has been completed so I can go in to the system and request your approval.

Sikorsky S-76 s/n 760472
Turbomeca Arriel 2S1 s/n 20040 and 20533TEC

Thanks!
--

Angie Risley
Escrow Assistant for
Joan F. Roberts - VP
Insured Aircraft Title Service, Inc.
4848 S.W. 36th Street
Oklahoma City, OK 73179
[redacted]
www.insuredaircraft.com

7/22/2011 3:02 PM

CONFIDENTIAL Subject to Protective Order IATS - 000358
SDNY_GM_02774463
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261103
EFTA01339731

Home
User Area
Registration Area
Search the Registry
Fees and Payment Options
Documentation and Information
Arabic
Chinese
English
French
Russian
Spanish
FAQs (Frequently Asked Questions)
Contact Us
Annual Statistical Report
Help

Log-in: Judy Hunteman
Insured Aircraft Title Service, Inc.

Logout

Request Authorisation to work on Aircraft Objects

AUTHORISATION REQUEST FAILURE:

Some of the Authorisation requests you have made will not be processed. This problem has arisen as these objects have existing Authorisations which must be revoked by the TUE Administrator before you request Authorisation again.

Aircraft Object	Entity	Entity Administrator
SIKORSKY/S-76/760472	ASI Wings, LLC	SullivanifkovicCA@aetna.com
Turbomeca/Arriel 2S1/20040	ASI Wings, LLC	SullivanifkovicCA@aetna.com

Authorisation Details

Please verify your authorisation details before confirming your application. If changes are required, please use the 'Amend Authorisation' button

Manufacturer Name	Model Designator	Manufacturer's Serial Number
SIKORSKY	S-76	760472
Turbomeca	Arriel 2S1	20040
Turbomeca	Arriel 2S1	~~20045~~ 20533 TEC
SIKORSKY	S-76	760750
TURBOMECA	ARRIEL 2S2	42285
TURBOMECA	ARRIEL 2S2	42286
TURBOMECA	ARRIEL 2S1	20040
TURBOMECA	ARRIEL 2S1	~~20045~~ 20533 TEC

Entity ID	Entity Name
445636	ASI Wings, LLC

Signature Details:

User ID:	734567640
Date:	21 Jul 2011 15:20:29 GMT

Amend Authorisation

By entering this site you acknowledge and agree to all **terms and conditions** stated herein

CONFIDENTIAL Subject to Protective Order IATS - 000359

SDNY_GM_02774464

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

EFTA_00261104

EFTA01339732

Subject: Re: IR for 722JE and 162AE
From: Tonya Butler [redacted]
Date: Tue, 19 Jul 2011 16:35:46 -0500
To: Ted Osgood [redacted]

Well, the IR is backed up, cause of people going on vacation, but we will do the best we can. Everyone is wanting to close on friday, so we have asked them, but just cross your fingers.

Sincerely,
Tonya Butler
Escrow Assistant for
Joan F. Roberts - VP
Insured Aircraft Title Service, Inc.
4848 S.W. 36th Street
Oklahoma City, OK 73179
[redacted]

On 7/19/2011 4:22 PM, Ted Osgood wrote:

> OK. We were hoping to close on Friday because of a need to use the helicopter next week, is there a chance the registration could go into next week, or is there a way you can tell them its urgent? I know you're busy and I hate to ask, but its important to Aetna that we get this done quickly.
>
> Thanks
> Ted
>
> **Ted Osgood**
> **Aircraft Sales Director**
> **Guardian Jet, LLC**
>
> 1445 Boston Post Road
> Guilford, CT 06437
> [redacted]
> www.GuardianJet.com
>
> ---
>
> **From:** Tonya Butler [mailto[redacted]
> **Sent:** Tuesday, July 19, 2011 5:16 PM
> **To:** Ted Osgood
> **Subject:** Re: IR for 722JE and 162AE
>
> I just spoke with my IR Dept. and we just now received the IR paperwork to start their registration. It will take about 3 business days to complete the process.

CONFIDENTIAL Subject to Protective Order IATS - 000360
SDNY_GM_02774465
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261105
EFTA01339733

Sincerely,
Tonya Butler
Escrow Assistant for
Joan F. Roberts - VP
Insured Aircraft Title Service, Inc.
4848 S.W. 36th Street
[redacted]
www.insuredaircraft.com

On 7/19/2011 4:10 PM, Ted Osgood wrote:

> Hi Tonya
>
> Where is Freedom Air with IR registration? Everyone besides Darren Indyke is travelling so I'm helping them out where I can.
>
> Thanks,
> Ted
>
> **Ted Osgood**
> **Aircraft Sales Director**
> **Guardian Jet, LLC**
> 1445 Boston Post Road
> Guilford, CT 06437
> [redacted]
> www.GuardianJet.com
>
> --
> This message has been scanned for viruses and dangerous content by **MailScanner**, and is believed to be clean.

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CONFIDENTIAL Subject to Protective Order IATS - 000361
SDNY_GM_02774466
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261106
EFTA01339734

Subject: RE: IR for 722JE and 162AE
From: Ted Osgood [redacted]
Date: Tue, 19 Jul 2011 17:22:12 -0400
To: Tonya Butler [redacted]

OK. We were hoping to close on Friday because of a need to use the helicopter next week, is there a chance the registration could go into next week, or is there a way you can tell them its urgent? I know you're busy and I hate to ask, but its important to Aetna that we get this done quickly.

Thanks
Ted

Ted Osgood
Aircraft Sales Director
Guardian Jet, LLC

1445 Boston Post Road
Guilford, CT 06437
[redacted]
www.GuardianJet.com

From: Tonya Butler [mailto[redacted]
Sent: Tuesday, July 19, 2011 5:16 PM
To: Ted Osgood
Subject: Re: IR for 722JE and 162AE

I just spoke with my IR Dept. and we just now received the IR paperwork to start their registration. It will take about 3 business days to complete the process.

Sincerely,
Tonya Butler
Escrow Assistant for
Joan F. Roberts - VP
Insured Aircraft Title Service, Inc.
4848 S.W. 36th Street
Oklahoma City, OK 73179
[redacted]
www.insuredaircraft.com

On 7/19/2011 4:10 PM, Ted Osgood wrote:

> Hi Tonya
>
> Where is Freedom Air with IR registration? Everyone besides Darren Indyke is travelling so I'm helping them out where I can.

CONFIDENTIAL Subject to Protective Order IATS - 000362
SDNY_GM_02774467
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Thanks,
Ted

Ted Osgood
Aircraft Sales Director
Guardian Jet, LLC
1445 Boston Post Road
Guilford, CT 06437
[redacted]
www.GuardianJet.com

--
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This message has been scanned for viruses and dangerous content by **MailScanner**, and is believed to be clean.

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

Subject: Re: IR for 722JE and 162AE
From: Tonya Butler [redacted]
Date: Tue, 19 Jul 2011 16:15:48 -0500
To: Ted Osgood [redacted]

I just spoke with my IR Dept. and we just now received the IR paperwork to start their registration. It will take about 3 business days to complete the process.

Sincerely,
Tonya Butler
Escrow Assistant for
Joan F. Roberts - VP
Insured Aircraft Title Service, Inc.
4848 S.W. 36th Street
Oklahoma City, OK 73179
[redacted]
www.insuredaircraft.com

On 7/19/2011 4:10 PM, Ted Osgood wrote:

> Hi Tonya
>
> Where is Freedom Air with IR registration? Everyone besides Darren Indyke is travelling so I'm helping them out where I can.
>
> Thanks,
> Ted
>
> **Ted Osgood**
> **Aircraft Sales Director**
> **Guardian Jet, LLC**
>
> 1445 Boston Post Road
> Guilford, CT 06437
> [redacted]
> www.GuardianJet.com
>
> --
> This message has been scanned for viruses and dangerous content by **MailScanner**, and is believed to be clean.

CONFIDENTIAL Subject to Protective Order IATS - 000364
SDNY_GM_02774469
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261109
EFTA01339737

Home
User Area
Registration Area
Search the Registry
Fees and Payment Options
Documentation and Information
Arabic
Chinese
English
French
Russian
Spanish
FAQs (Frequently Asked Questions)
Contact Us
Annual Statistical Report
Help

Log-in: Tonya Butler
Insured Aircraft Title Service, Inc.

Logout

Entity Search

Search Results

The following list shows all entities that match the supplied search terms.

Entity ID	Entity Name	Admin	Admin Status
22244	Freedom Airlines, Inc.	Brian S. Gillman	APPROVED

Page 1 of 1

Choose page size: 20 10

Search Again

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CONFIDENTIAL Subject to Protective Order IATS - 000365
SDNY_GM_02774470
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EFTA_00261110
EFTA01339738

Home
User Area
Registration Area
Search the Registry
Fees and Payment Options
Documentation and Information
Arabic
Chinese
English
French
Russian
Spanish
FAQs (Frequently Asked Questions)
Contact Us
Annual Statistical Report
Help

Log-in: Tonya Butler
Insured Aircraft Title Service, Inc.
Logout

Search Entities

Entity Details

Entity ID:	445636
Entity Name:	ASI Wings, LLC
Address:	151 Farmington Avenue, Hartford, CT 06156
Country:	United States
Admin Name:	Carol A. Sullivan-Ifkovic
Admin Status:	APPROVED
Admin Email:	SullivanifkovicCA@aetna.com
Telephone Number:	860-273-2820

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CONFIDENTIAL Subject to Protective Order IATS - 000366
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EFTA_00261111
EFTA01339739

Closing Packet

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

AML

SDNY_GM_02774473

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

EFTA_00261113

EFTA01339741

Billing Info

SDNY_GM_02774474

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

EFTA_00261114

EFTA01339742

ESCROW BILLING INFORMATION

Aircraft Descriptions: N722JE, Sikorsky S76C S/n 760750
N162AE, Sikorsky S 76C S/n 760472

Buyer: ASL Wings LLC ☐ Seller: Freedom Air Intl Inc ☐

Bill: _____ Prepay: ✓ Bill: _____ Prepay: —

Escrow Fee: 4705 - $9410 CK 20390 Escrow Fee: 4705 -

IR Fee: 240 - $480 CK 20391 IR Fee: 240 -

Title Search: POSTED Title Search: _____

Exchange Fee: _____ Exchange Fee: _____

Total: 4945 Total: 4945

Date: July 26 2011

By: _____

Mail ☐

Fax ☐

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

N728JE Hyperion Air LLC June '19

JUN 19

JUN June '19

Hyperion Air LLC

N728JE

SDNY_GM_02774476

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

EFTA_00261116

EFTA01339744

N 722JE
Make Keystone Helicopter
Model S-76C
S/N 760750

Engine Make TURBOMECA
Model ARRIEL 2S2
S/N 42285TEC
S/N 42586TEC
S/N
S/N

Prop Make:
Model
S/N
S/N

Title Search: 2-21 Time: 7:41
Deposit $ 500,000
Purch. Price $ 3,000,000

Escrow Fee $ 3400
Pd by Buyer $
Paid By Seller $
IR Fee $
TI Company / $ 17000
Exchange Co.

Over 550HP JR
Seat #'s Y S

IR WAIVER
(circle or highlights)

Split

EXP. DATE:
08/2020

2/21@ 4:41

BACK TO BACK (circle or highlight)

Over 550 HP ____ Seats #'s ____

Trade-In
Make
Model
/N

Eng. Make ____ Prop Make ____
Model ____ Model ____
S/N ____ S/N ____
S/N ____ S/N ____

User

aller: ASI Wings LLC
Contact Steven LaPriore
Phone [redacted]
Fax:
Email:
Cell:

Buyer: Hyperion Air LLC
ntact Larry Visoski
Phone:
Fax:
Email [redacted]
Cell:

Broker:
Contact Matt Walter
Phone:
Fax:
Email [redacted]
Cell:

Broker:
Contact
Phone:
Fax:
Email:
Cell:

Lender:
Contact
Phone:
Fax:
Email:
Cell:

NO LIENS

Lender:
Contact
Phone:
Fax:
Email:
Cell:

Attorney:
Contact Darin Smith - CVS in house counsel
Phon
Fax:
Emai
Cell:
Ed Rammerer - outside counsel [redacted]

Attorney:
Contact Darren Indyke
Phone:
Fax:
Email:
Cell:

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

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

Table of Content

1. Wires In/Out
2. FAA/IR Searches
3. Disbursement Instructions & Authorization
4. Contracts & Legal
5. FAA Docs & Filing
6. IR Forms & Filings
7. Closing Packet
8. AML
9. Billing Info

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

Wires
In/Out

SDNY_GM_02774480

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

EFTA_00261120

EFTA01339748

Legal/Dispute

Notes:

✓ ~~FAA~~ BOS
✓ App
✓ WBOS
✓ yes, IR

may pay direct
movement cost: ~~$1,925~~
962.50

~~950~~
962.50

Funds Received:

	Date:	Amount:
42953422 - Hyperion Air LLC	2-21-19	$ 500k
"	3-29-19	2,501,700
Darren K. Indyke	6-13-19	962.50
	Total:	3,001,700

Funds Disbursed:

	Date:	Amount:
S · Aetna Inc	6-13-19	2,898,300
S · Guardian Jet		100,000
S · Aetna Inc		962.50
IATS		3400
	Total:	

Notes: (holdback, foreign exchange, interest, confidential etc....)

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

Bank of America

Revised MAR 2011

TEMPLATE NO.

Angie
CONTROL # (FOR WIRE DEPT USE ONLY)

AUTHORIZATION TO TRANSFER FUNDS FORM
DOMESTIC WIRE (WITHIN THE US)

IBC CUSTOMER (ORIGINATOR) INFORMATION			
DATE	6/13/2019	IBC BRANCH	
WRITTEN AMOUNT			
AMOUNT	$962.50	FEE	
DEBIT ACCOUNT NUMBER	[redacted]	OR CHECK #	
ORIGINATOR NAME	INSURED AIRCRAFT TITLE SERVICE, INC.		
ORIGINATOR ADDRESS	4848 SW 36TH STREET		
CITY/STATE/ZIP	OKLAHOMA CITY, OK 73179		
TEL. NO	405-681-6663		

BENEFICIARY (RECEIVER) BANK INFORMATION			
RECEIVER BANK	CITIBANK		
ABA/ROUTING #	[redacted]	BRANCH	
CITY & STATE			

BENEFICIARY INFORMATION			
BENEFICIARY	AETNA, INC. - OPERATING		
BENEFICIARY ACCOUNT NUMBER	[redacted]		
BENEFICIARY ADDRESS	151 FARMINGTON AVE		
CITY	HARTFORD	STATE	CT
ZIP CODE	06156	COUNTRY	
FURTHER CREDIT BENEFICIARY			
FURTHER CREDIT BNF ACCOUNT #			
FURTHER CREDIT BNF ADDRESS			
CITY		STATE	
ZIP CODE		COUNTRY	
OBI REFERENCE (OTHER BENEFICIARY INFO)	RE: N722JE MOVEMENT COST		
NOTIFY			

In consideration of these promises, the undersigned hereby agrees that the Bank shall not be liable in any manner whatsoever for any miscarriage, mistake, delay, misfeasance, on the part of any agent, agency, or method of transmittal selected by the Bank, and further releases the Bank from any and all liability for any loss or damage caused or occationed by any act or thing beyond the immediate direct control of the Bank. The undersigned hereby acknowledges receipt of a copy of this authorization and certifies to the correctness of all items herein contained. The payment to cover the transaction will be debited from the signor's account, unless a check is issued for payment.

CUSTOMER SIGNATURE	Anzi Risley		
PREPARED BY (PLEASE PRINT)			
EXTENSION		If applicable, attach copy of Drivers License or Passport	
VERIFIED SIGNATURE CARD			
CURRENT BALANCE		CURRENT AVAILABLE	
OFFICER SIGNATURE		NOTES	

CALL BACK PROCEDURES - MUST BE FOLLOWED FOR NON-ESTABLISHED CUSTOMERS			
CUSTOMER WHO CALLED:		CALL BACK NUMBER:	
WHO RECEIVED CALL:		CALL BACK BY:	
TIME RECEIVED CALL:		TIME OF CALL BACK:	

POSTED

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

Payment Details Report

Bank of America
Merrill Lynch

Company: Insured Aircraft Title Service LLC
Requester: Miller, Cyra
Run Date: 06/13/2019 11:38:22 AM CDT

Domestic High Value (Wire)

Payment Category:Urgent/Wire

Outgoing

Status: Confirmed By Bank
Transaction Number: [redacted]

Debit Account Information

Debit Bank: [redacted]
Debit Account:
Debit Account Name: Insured Aircraft Title Service LLC
Debit Currency: USD

Beneficiary Details

Beneficiary Name: AETNA INC - OPERATING
Beneficiary Address: 151 FARMINGTON AVE
Beneficiary City: HARTFORD
Beneficiary Postal Code: 06156
Beneficiary Country: US - United States of America

Beneficiary Account: [redacted]
Beneficiary Bank ID:
CITIBANK, N.A.
701 EAST 60TH ST NORTH
SIOUX FALLS
US - United States of America

Beneficiary Email:
Beneficiary Mobile Number:

Payment Details

Credit Currency: USD
Credit Amount: 962.50

Value Date: 06/13/2019

Optional Information

Sender's Reference Number: 196DB31197RU1G76

Beneficiary Information: RE: N722JE MOVEMENT COST

Additional Routing

Intermediary Bank ID:

Receiver Information:

Control Information

Input: achabiel
Approver: achabiel
Approved: cmiller
Initial Confirmation: WTX:2019061300336859
Confirmation #: CHPR:0385889

Input Time: 06/13/2019 11:31:29 AM CDT
Time: 06/13/2019 11:31:56 AM CDT
Time: 06/13/2019 11:34:42 AM CDT

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

Incoming Payments Report

Company: Insured Aircraft Title Service LLC
Requester: Williams, Rachel
Run Date: 06/13/2019 11:15:50 AM CDT

Bank of America
Merrill Lynch

Incoming Payments

Transaction ID: 2019061300322097

Originator Information

Originator: DARREN K INDYKE PLLC
575 LEXINGTON AVE - 4TH
NEW YORK
NY USA 10022

Originator Bank ID: [redacted]
TD BANK, NA
Originator Account: [redacted]

Beneficiary Details

Beneficiary: INSURED AIRCRAFT TITLE SERVICE
21 E. MAIN STREET SUITE 100
OKLAHOMA CITY OK 73104

Beneficiary Bank: BANK OF AMERICA, N.A.
Beneficiary Account: [redacted]

Payment Details

Credit Amount: 962.50
Credit Currency: USD
Currency Rate:

Pay Date: 06/13/2019 11:00:58 AM CDT

Optional Information

Clearing Reference #: 20190613C1B76E1C00244706131200

Beneficiary Information: MOVEMENT COST

Additional Routing

Intermediary Bank: [redacted]
TD BANK, NA

Receiver Information:

Extended Remittance

Control Information

Input Time: 06/13/2019 11:00:51 AM CDT

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

Bank of America

TEMPLATE NO.

Angie

CONTROL # (FOR WIRE DEPT USE ONLY)

AUTHORIZATION TO TRANSFER FUNDS FORM
DOMESTIC WIRE (WITHIN THE US)

Revised MAR 2011

IBC CUSTOMER (ORIGINATOR) INFORMATION			
DATE	6/13/2019	IBC BRANCH	
WRITTEN AMOUNT			
AMOUNT	$2,898,300	FEE	
DEBIT ACCOUNT NUMBER	[redacted]	OR CHECK #	
ORIGINATOR NAME	INSURED AIRCRAFT TITLE SERVICE, INC.		
ORIGINATOR ADDRESS	4848 SW 36TH STREET		
CITY/STATE/ZIP	OKLAHOMA CITY, OK 73179		
TEL. NO	405-681-6663		
BENEFICIARY (RECEIVER) BANK INFORMATION			
RECEIVER BANK	CITIBANK		
ABA/ROUTING #	[redacted]	BRANCH	
CITY & STATE			
BENEFICIARY INFORMATION			
BENEFICIARY	AETNA, INC. - OPERATING		
BENEFICIARY ACCOUNT NUMBER	[redacted]		
BENEFICIARY ADDRESS	151 FARMINGTON AVE.		
CITY	HARTFORD	STATE	CT
ZIP CODE	06156	COUNTRY	
FURTHER CREDIT BENEFICIARY			
FURTHER CREDIT BNF ACCOUNT #			
FURTHER CREDIT BNF ADDRESS			
CITY		STATE	
ZIP CODE		COUNTRY	
OBI REFERENCE (OTHER BENEFICIARY INFO)	RE: N722JE S/N 760750		
NOTIFY			

In consideration of these premises, the undersigned hereby agrees that the Bank shall not be liable in any manner whatsoever for any miscarriage, mistake, delay, misfeasance, on the part of any agent, agency, or method of transmittal selected by the Bank, and further releases the Bank from any and all liability for any loss or damage caused or occasioned by any act or thing beyond the immediate direct control of the Bank. The undersigned hereby acknowledges receipt of a copy of this authorization and certifies to the correctness of all items herein contained. The payment to cover the transaction will be debited from the signor's account, unless a check is issued for payment.

CUSTOMER SIGNATURE	Angie Ruley		
PREPARED BY (PLEASE PRINT)			
EXTENSION		*If applicable, attach copy of Drivers License or Passport*	
VERIFIED SIGNATURE CARD			
CURRENT BALANCE		CURRENT AVAILABLE	
OFFICER SIGNATURE		NOTES	
CALL BACK PROCEDURES - MUST BE FOLLOWED FOR NON-ESTABLISHED CUSTOMERS			
CUSTOMER WHO CALLED:		CALL BACK NUMBER:	
WHO RECEIVED CALL:		CALL BACK BY:	
TIME RECEIVED CALL:		TIME OF CALL BACK:	

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

Bank of America

TEMPLATE NO.

CONTROL # (FOR WIRE DEPT USE ONLY) Angie

AUTHORIZATION TO TRANSFER FUNDS FORM
DOMESTIC WIRE (WITHIN THE US)

Revised MAR 2011

IBC CUSTOMER (ORIGINATOR) INFORMATION			
DATE	6/13/2019	IBC BRANCH	
WRITTEN AMOUNT			
AMOUNT	$100,000.00	FEE	
DEBIT ACCOUNT NUMBER	[redacted]	OR CHECK #	
ORIGINATOR NAME	INSURED AIRCRAFT TITLE SERVICE, INC.		
ORIGINATOR ADDRESS	4848 SW 36TH STREET		
CITY/STATE/ZIP	OKLAHOMA CITY, OK 73179		
TEL. NO	405-681-6663		
BENEFICIARY (RECEIVER) BANK INFORMATION			
RECEIVER BANK	BANK OF AMERICA		
ABA/ROUTING #	[redacted]	BRANCH	
CITY & STATE	Guilford, CT		
BENEFICIARY INFORMATION			
BENEFICIARY	GUARDIAN JET LLC		
BENEFICIARY ACCOUNT NUMBER	[redacted]		
BENEFICIARY ADDRESS	102A BROAD STREET		
CITY	GUILFORD	STATE	CT
ZIP CODE	06437	COUNTRY	
FURTHER CREDIT BENEFICIARY			
FURTHER CREDIT BNF ACCOUNT #			
FURTHER CREDIT BNF ADDRESS			
CITY		STATE	
ZIP CODE		COUNTRY	
OBI REFERENCE (OTHER BENEFICIARY INFO)	RE: N722JE S/N 760750		
NOTIFY			

In consideration of these premises, the undersigned hereby agrees that the Bank shall not be liable in any manner whatsoever for any miscarriage, mistake, delay, misfeasance, on the part of any agent, agency, or method of transmittal selected by the Bank, and further releases the Bank from any and all liability for any loss or damage caused or occasioned by any act or thing beyond the immediate direct control of the Bank. The undersigned hereby acknowledges receipt of a copy of this authorization and certifies to the correctness of all items herein contained. The payment to cover the transaction will be debited from the signor's account, unless a check is issued for payment.

CUSTOMER SIGNATURE	Angie Ripley		
PREPARED BY (PLEASE PRINT)			
EXTENSION		*If applicable, attach copy of Drivers License or Passport*	
VERIFIED SIGNATURE CARD			
CURRENT BALANCE		CURRENT AVAILABLE	
OFFICER SIGNATURE		NOTES	
CALL BACK PROCEDURES - MUST BE FOLLOWED FOR NON-ESTABLISHED CUSTOMERS			
CUSTOMER WHO CALLED:		CALL BACK NUMBER:	
WHO RECEIVED CALL:		CALL BACK BY:	
TIME RECEIVED CALL:		TIME OF CALL BACK:	

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

TD Bank

America's Most Convenient Bank®

Transfer Your Money

Thank you! Your wire transfer has been scheduled.

Please note, wires received after 5 PM ET on a business day, or any time on a Saturday, Sunday or federal holiday, will deliver on the next business day.

ID	454086
Payment	
From	TD BUSINESS CONVENIENCE PLUS [redacted]
Amount	$962.50
Fee	https://www.feeds.td.com/en/document/oao/pdf/1_fees.pdf
Effective date	Jun 13, 2019
Message	Movement cost

CONFIDENTIAL Subject to Protective Order IATS - 000382

SDNY_GM_02774487

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

EFTA_00261127

EFTA01339755

Beneficiary

Name	Insured Aircraft Title Service
Address	21 E. Main Street Suite 100 Oklahoma City, OK 73104
Bank	BANK OF AMERICA N.A. P.O. BOX 27025 RICHMOND, VA 23261 8004460135
RTN	[redacted]
Account type	Checking
Account	[redacted]

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CONFIDENTIAL Subject to Protective Order IATS - 000383

SDNY_GM_02774488

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

EFTA_00261128

EFTA01339756

Subject: Privileged and Confidential
From: "Darren Indyke" [redacted]
Sent: 6/13/2019 10:04:46 AM
To: [redacted]
CC: "Darren Indyke" [redacted]
Attachments: Transfer Your Money.pdf

CONFIDENTIAL Subject to Protective Order IATS - 000384
SDNY_GM_02774489
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261129
EFTA01339757

Incoming Payments Report

Company: Insured Aircraft Title Service LLC
Requester: Foxx, Tiffany
Run Date: 03/29/2019 3:25:26 PM CDT

Bank of America
Merrill Lynch

N722JE

Incoming Payments

Transaction ID: 2019032900671561

Originator Information

Originator: [redacted] - HYPERION AIR, LLC
C/O HBRK ASSOCIATES, INC
575 LEXINGTON AVENUE,4TH FLOOR
NEW YORK, NY 10022

Originator Bank ID: BKTRUS33PWM
LEGAL WORKSTATION
Originator Account: [redacted]

Beneficiary Details

Beneficiary: INSURED AIRCRAFT TITLE SERVICE
21 E MAIN STREET SUITE 100
OKLAHOMA CITY OK 73104

Beneficiary Bank: BANK OF AMERICA, N.A.
Beneficiary Account: [redacted]

Payment Details

Credit Amount: 2,501,700.00
Credit Currency: USD
Currency Rate:

Pay Date: 03/29/2019 3:22:26 PM CDT

Optional Information

Clearing Reference #: 20190329B1Q8383C05801403291622

Beneficiary Information: REFERENCE TAIL N722JE SERIAL NO7607
50 HYPERION AIR LLC BALANCE OF PURC
HASE PRICE PLUS ONE HALF ESCROW FEE
FOR N722JE

Additional Routing

Intermediary Bank: [redacted]
DEUTSCHE BANK TRUST CO. AMERICAS

Receiver Information:

Extended Remittance

Control Information

Input Time: 03/29/2019 3:22:19 PM CDT

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

Insured Aircraft Title Service, LLC
21 E. Main Street, Suite 100, Oklahoma City, OK 73104
405-681-6663 800-654-4882
FAX: 405-681-9299

DEPOSIT CONFIRMATION

RE: KEYSTONE HELICOPTER S-76C
SERIAL NUMBER: 760750
N722JE

FROM: NICOLE MOGHBEL

February 21, 2019
(1) PAGE

TO WHOM IT MAY CONCERN:

THIS WILL CONFIRM THAT I.A.T.S HAS RECEIVED INTO ESCROW THE SUM OF $500,000.00 FROM 42953432-HYPERION AIR LLC AS A DEPOSIT ON THE ABOVE REFERENCED AIRCRAFT. THIS DEPOSIT WILL BE HELD IN ESCROW AND IS CONSIDERED FULLY REFUNDABLE PENDING OUR RECEIPT OF FURTHER INSTRUCTIONS FROM THE DEPOSITOR OR A FULLY EXECUTED PURCHASE AGREEMENT GOVERNING THE FUNDS HELD IN ESCROW.

PLEASE FEEL FREE TO CONTACT ME DIRECT AT 800-654-4882 WITH ANY QUESTIONS OR IF YOU DESIRE ADDITIONAL INFORMATION.

BEST REGARDS,

nicole moghbel

NICOLE MOGHBEL
ASSISTANT TO
KIRK WOFORD, PRESIDENT

SIGNED, SUBJECT TO IATS TERMS & CONDITIONS

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

Subject: Re[2]: N722JE Deposit
From: "Nicole Moghbel" <[redacted]
Sent: 2/21/2019 7:07:34 AM
To: "Matt Walter" [redacted]
CC: [redacted] "Kirk Woford" <[redacted] "Larry Visoski" [redacted]
Attachments: N722JE-Deposit.pdf

Please see attached.

Nicole Moghbel
Executive Assistant to Kirk Woford-President
Insured Aircraft Title Service, LLC
21 East Main Street, Suite 100
Oklahoma City, OK 73104
[redacted]

ATTENTION: WE HAVE MOVED. PLEASE NOTE OUR NEW ADDRESS.

------ Original Message ------
From: "Matt Walter" [redacted]
To: "Nicole Moghbel" [redacted] "Kirk Woford"
Cc: [redacted] "Larry Visoski" [redacted]
Sent: 2/21/2019 6:58:50 AM
Subject: Re: N722JE Deposit

> I typically see a letter confirming that the deposit was sent from the entity that we have the LOI with. Has that changed at IATS? I guess I need to send you the LOI! Coming your way.
>
> Matt Walter, CPA
> Sales Director
> Guardian Jet
> [redacted]

CONFIDENTIAL Subject to Protective Order IATS - 000387
SDNY_GM_02774492
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261132
EFTA01339760

Subject: Re: N722JE Deposit
From: "Nicole Moghbel" [redacted]
Sent: 2/21/2019 6:56:50 AM
To: "Matt Walter" [redacted]; "Kirk Woford" [redacted]
CC: "Larry Visoski" [redacted]

Matt,

I can confirm that we are in receipt of the funds.

Sincerely,

Nicole Moghbel
Executive Assistant to Kirk Woford-President
Insured Aircraft Title Service, LLC
21 East Main Street, Suite 100
Oklahoma City, OK 73104
[redacted]

ATTENTION: WE HAVE MOVED. PLEASE NOTE OUR NEW ADDRESS.

------ Original Message ------
From: "Matt Walter" [redacted]
To: [redacted]; "Kirk Woford" [redacted]
Cc: "Larry Visoski" [redacted]
Sent: 2/21/2019 6:22:31 AM
Subject: N722JE Deposit

> Angie or Kirk - please see yesterday's outgoing wire notice attached. Can you confirm receipt of the deposit against this helicopter? I would imagine it's arrived by now. If any issues, I've copied Larry Visoski who is the buyer's contact. I represent the seller.
>
> Thanks
> Matt

CONFIDENTIAL Subject to Protective Order IATS - 000388
SDNY_GM_02774493
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261133
EFTA01339761

Incoming Payments Report

Company: Insured Aircraft Title Service LLC
Requester: Foxx, Tiffany
Run Date: 02/20/2019 10:19:39 AM CST

Bank of America
Merrill Lynch

N722JE
Rock

Incoming Payments

Transaction ID: 2019022000317840

Originator Information

Originator: [redacted] - HYPERION AIR, LLC
C/O HBRK ASSOCIATES, INC
575 LEXINGTON AVENUE,4TH FLOOR
NEW YORK, NY 10022

Originator Bank ID: [redacted]
LEGAL WORKSTATION
Originator Account: [redacted]

Beneficiary Details

Beneficiary: INSURED AIRCRAFT TITLE SERVICE
21 E MAIN STREET SUITE 100
OKLAHOMA CITY OK 73104

Beneficiary Bank: BANK OF AMERICA, N.A.
Beneficiary Account [redacted]

Payment Details

Credit Amount: 500,000.00
Credit Currency: USD
Currency Rate:

Pay Date: 02/20/2019 9:43:24 AM CST

Optional Information

Clearing Reference #: 20190220B1Q8383C01094602201043

Beneficiary Information: REFERENCE TAIL NO N722JE SERIAL NO7
60750 HYPERION AIR LLC

Additional Routing

Intermediary Bank: [redacted]
DEUTSCHE BANK TRUST CO. AMERICAS

Receiver Information:

Extended Remittance

Control Information

Input Time: 02/20/2019 9:43:19 AM CST

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

Deutsche Bank
Wealth Management

Wire Confirmation

The wire transfer request below has been transmitted successfully. The template created with the transfer request has been created successfully.
The balances shown below are recorded at the time of the request.

Schedule Information

Confirmation:	[redacted]
Approval status:	1 of 1 received
Transmitted:	02/20/2019 10:39:43 AM (ET)
Transmitted by:	BELLAKLEIN

Debit Information

Template name:	Hyperion to Insured Aircraft Title Service
Account:	Hyperion Air, LLC - DDA [redacted] - DBTCA Checking - $1,249,347.94 (Balance as of: 02/20/2019 10:30:31 AM (ET) Not a guarantee of available funds.)
Wire type:	Domestic wire
Security code:	
Send on date:	02/20/2019
Amount:	500,000.00
Currency:	USD

Recipient Information

Bank ID type:	ABA
Bank ID:	[redacted]
Bank name:	BANK OF AMERICA, N.A., NY
Bank address 1:	Oklahoma City
Bank address 2:	OK 73102
Bank address 3:	
Recipient account: (If appropriate enter the IBAN)	[redacted]
Recipient name:	Insured Aircraft Title Service
Recipient address 1:	21 E Main Street Suite 100
Recipient address 2:	Oklahoma City OK 73104
Recipient address 3:	
Additional information for recipient:	Reference Tail No N722JE Serial No 760750 Hyperion Air LLC

First Intermediary Information

Bank ID type:	
Bank ID:	
Intermediary account: (If appropriate enter the IBAN)	
Bank name:	
Bank address 1:	
Bank address 2:	
Bank address 3:	

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

Second Intermediary Information

Bank ID type:
Bank ID:
Intermediary account: (If appropriate enter the IBAN)
Bank name:
Bank address 1:
Bank address 2:
Bank address 3:

Wire Initiator Information

Wire initiator name:	Bella Klein
Wire initiator address 1:	c/o HBRK Associates, Inc
Wire initiator address 2:	575 Lexington Avenue,4th Floor
Wire initiator address 3:	New York, NY 10022

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

From: Larry Visoski [redacted]
Subject: Re: IATS Wire Transfer Instructions
Date: February 20, 2019 at 10:19 AM
To: Bella Klein [redacted]
Cc: Richard Kahn [redacted]

Also ref on the wire:
Tail Number: N722JE
Serial 760750
Hyperion Air, LLC

Sent from my iPhone

On Feb 20, 2019, at 9:37 AM, Bella Klein <[redacted] wrote:

> Please forward the attachment and i will process the wire
> Thank you,
> Bella
>
> [redacted]
>
> On Feb 20, 2019, at 9:31 AM, Richard Kahn <[redacted] wrote:
>
> Larry we will send wire by 10am and money will be in their account by 12pm. Thanks.
>
> Richard Kahn
> HBRK Associates Inc.
> 575 Lexington Avenue, 4th Floor
> New York, NY 10022
> [redacted]
>
> On Feb 20, 2019, at 9:08 AM, Larry Visoski [redacted] wrote:

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

Insured Aircraft Title Service, LLC

21 E. Main Street, Suite 100, Oklahoma City, OK 73104
405-681-6663 800-654-4882
FAX: 405-681-9299

From: Hyperion Air LLC

INSTRUCTIONS FOR USD PAYMENTS TO BANK OF AMERICA

U.S. & INTERNATIONAL WIRE TRANSFERS

BENEFICIARY BANK:	BANK OF AMERICA ABA # [redacted] 211 N Robinson Ave, Oklahoma City, OK 73102 SWIFT [redacted]
CREDIT:	INSURED AIRCRAFT TITLE SERVICE ACCOUNT # [redacted] 21 E. Main Street, Suite 100, Oklahoma City, OK 73104 PHONE ADVISE: Kirk Woford
REFERENCE:	AIRCRAFT REGISTRATION AND SERIAL NUMBER N722JE Serial No. 760750

$500,000

FUNDS HELD IN ESCROW ARE NON-INTEREST BEARING

ESCROW FEES MUST BE PAID AT CLOSING. A MINIMUM $150.00 FEE WILL BE ASSESSED FOR AN UNSUCCESSFULLY CLOSED ESCROW.

ESCROW DEPOSITS RECEIVED ARE CONSIDERED REFUNDABLE TO THE DEPOSITOR UNTIL WE ARE NOTIFIED OTHERWISE BY THE DEPOSITOR OR UNTIL WE ARE IN RECEIPT OF A PURCHASE AGREEMENT THAT HAS BEEN EXECUTED BY BOTH PURCHASER AND SELLER OUTLINING THE TERMS AND CONDITIONS OF THE FUNDS HELD IN ESCROW.

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

From: Larry Visoski [redacted]
Subject: Fwd: IATS Wire Transfer Instructions
Date: February 20, 2019 at 9:08 AM
To: Rich Kahn
Cc: Bella Klein [redacted]

Rich & Bella
Can you let me know when the wire is sent, so I can inform Matt the Broker at Guardian Jet to confirm it's been received?

(I'll be in the dentist chair from 11am until 12:30pm today, FYI)

Thx
Larry

Sent from my iPhone

Begin forwarded message:

From: J <jeevacation@gmail.com>
Date: February 20, 2019 at 8:55:47 AM EST
To: Darren Indyke [redacted]
Cc: Richard Kahn [redacted]
Subject: Re: IATS Wire Transfer Instructions

ok

On Wed, Feb 20, 2019 at 8:55 AM Darren Indyke [redacted] wrote:

> LOI is in the name of Hyperion Air LLC.
>
> That should be the depositor.
>
> DARREN K. INDYKE
> 5300 W. Atlantic Avenue, Suite 602
> Delray Beach, Florida 33484
> [redacted]
>
> The information contained in this communication is confidential, may be attorney-client

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

privileged, and is intended only for the use of the addressee. It is the property of Darren K. Indyke. Unauthorized use, disclosure or copying of this communication or any part thereof is strictly prohibited and may be unlawful. If you have received this communication in error, please notify us immediately by return e-mail, and destroy this communication and all copies thereof, including all attachments.
Copyright of Darren K. Indyke - © 2019 Darren K. Indyke – All rights reserved.

On Feb 20, 2019, at 8:53 AM, Richard Kahn [redacted] wrote:

please advise on entity to send deposit?
plan d?
jege llc?
hyperion air ll?

something else

thank you

Richard Kahn
HBRK Associates Inc.
575 Lexington Avenue, 4th Floor
New York, NY 10022
[redacted]

On Feb 20, 2019, at 8:49 AM, J <jeevacation@gmail.com> wrote:

yes

On Wed, Feb 20, 2019 at 8:48 AM Larry Visoski [redacted] wrote:

Jeffrey

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

Should we place deposit in escrow,
See email from Matt:

> Larry - see attached for insured aircraft wire instructions. Can you send me a note when the deposit is in? Once escrow confirms it's in we will remove the other heli from the market.
> Thanks
> Matt

Sent from my iPhone

Begin forwarded message:

> **From:** Matt Walter [redacted]
> **Date:** February 20, 2019 at 8:43:48 AM EST
> **To:** Larry Visoski [redacted]
> **Subject:** IATS Wire Transfer Instructions
>
> Larry - see attached for insured aircraft wire instructions. Can you send me a note when the deposit is in? Once escrow confirms it's in we will remove the other heli from the market.
> Thanks
> Matt
>
> Matt Walter, CPA
> Sales Director
> Guardian Jet
> [redacted]

--

please note
The information contained in this communication is confidential, may be attorney-client privileged, may constitute inside information, and is intended only for the use of the addressee. It is the property of

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

From: Larry Visoski [redacted]
Subject: Fwd: LOIN722JE signed
Date: February 19, 2019 at 6:45 PM
To: Je vacation jeevacation@gmail.com
Cc: Darren Indyke [redacted] Rich Kahr [redacted]

Signed LOI
See email from Matt,

Sent from my iPhone

Begin forwarded message:

From: Matt Walter <[redacted]
Date: February 19, 2019 at 6:42:53 PM EST
To: Larry Visoski [redacted]
Subject: LOIN722JE signed

Larry see attached. CVS's aviation attorney will work to get the first draft of the agreement out ASAP. Can we close by the end of March? They would really like to close in March.

Thanks let's speak tomorrow.
Matt.

PDF
LOI Helo N722J...-19.pdf

Matt Walter, CPA
Sales Director
Guardian Jet
[redacted]

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

LETTER OF INTENT

February 18, 2019

ASI Wings LLC
151 Farmington Avenue
Hartford, CT 06156

Re: 2008 Keystone (Sikorsky) S-76C Helicopter
Serial No. 760750, U.S. Registration No. N722JE

Ladies and Gentlemen:

Hyperion Air, LLC ("Purchaser") hereby expresses its intent to purchase from ASI Wings LLC ("Seller") that certain 2008 Keystone (Sikorsky) S-76C helicopter (sometimes referred to as a S-76C++), bearing Manufacturer's Serial No. 760750 and U.S. Registration No. N722JE, with two (2) Turbomeca Arriel 2S2 engines, together with all avionics, equipment (including loose equipment in the Seller's possession), systems, furnishings and accessories installed on, contained in, attached to or associated with said helicopter and engines, and also including all airframe, engine and accessory logbooks, flight and operation manuals, maintenance and overhaul records, checklists, drawings, any issued FAA Form 337's, warranty documents, and all other records and paperwork relating to the above-described helicopter and engines required by the FAA to be in Seller's possession, all as is to be more particularly described in the definitive written Aircraft Purchase Agreement described below (collectively, the "Aircraft"), subject to the following terms and conditions:

1. The total purchase price for the Aircraft shall be the sum of Three Million United States Dollars ($3,000,000.00 USD) payable as follows:

(a) Within two (2) business days after Seller's acceptance of this Letter of Intent ("LOI"), Purchaser shall wire transfer a fully refundable Five Hundred Thousand U.S. Dollar ($500,000.00 USD) deposit (the "Deposit") to Insured Aircraft Title Service, Inc., Oklahoma City, Oklahoma, Attn: Joan Roberts, Vice President (the "Escrow Agent"), in favor of Seller with specific reference to the Aircraft, which Deposit shall be held in escrow and disbursed in accordance with the terms and conditions set forth in the definitive written Aircraft Purchase Agreement described below; and

(b) The balance of the purchase price for the Aircraft in the amount of Two Million Five Hundred Thousand United States Dollars ($2,500,000.00 USD) shall be paid at the closing provided for in the definitive Aircraft Purchase Agreement described below, said purchase price balance to be wire transferred prior to such closing into a special escrow account of the Escrow Agent in favor of Seller with specific reference to the Aircraft for its disbursement to the Seller at said closing upon the satisfaction of the conditions and requirements to be set forth in the said Aircraft Purchase

CONFIDENTIAL Subject to Protective Order IATS - 000398
SDNY_GM_02774503
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261143
EFTA01339771

Agreement.

2. The Deposit and this LOI shall be subject to the execution of a definitive written Aircraft Purchase Agreement between Seller and Purchaser in form and substance mutually satisfactory to the parties, providing for the sale and purchase of the Aircraft on terms consistent with this LOI, and such other terms and conditions as may be mutually agreeable to the parties. Said definitive written Aircraft Purchase Agreement shall herein be referred to as the "Purchase Agreement". Seller and Purchaser shall undertake to execute and deliver to each other the mutually acceptable Purchase Agreement within ten (10) business days after the acceptance of this LOI by Seller as indicated by Seller's signature below. The Purchase Agreement, the initial draft of which shall be generated by the Seller, shall supersede this LOI in its entirety, and, if there should be any conflicts between the provisions of the Purchase Agreement and this LOI, the provisions of the Purchase Agreement shall control for all purposes. If the parties fail to enter into the Purchase Agreement within such ten (10) business day period, then, unless the parties mutually agree in writing to extend the date for execution, the Escrow Agent shall, within one (1) business day after the expiration of such ten (10) business day period, return the Deposit to Purchaser, and neither Seller nor Purchaser shall have any further liability to the other party.

3. The Aircraft shall be delivered with good and marketable title and free and clear of all liens, claims, demands and encumbrances.

4. The Aircraft shall be delivered in an airworthy condition with a valid standard U.S. Certificate of Airworthiness and shall comply in all respects with the "Delivery Condition" to be defined and specified in detail in the Purchase Agreement.

5. A pre-purchase inspection of the Aircraft shall be conducted at a mutually agreeable facility to be specified in the Purchase Agreement, and the scope of the pre-purchase inspection, including mechanical and records inspections, test flights and the like will also be specified in the Purchase Agreement. Closing on the purchase of the Aircraft shall be subject to Purchaser's satisfaction, in Purchaser's sole discretion, with the results of the pre-purchase inspection of the Aircraft. Upon completion of the pre-purchase inspection Purchaser and Seller will mutually agree upon a list of airworthiness discrepancies, such list shall be completed no later than ten (10) business days after the beginning of the pre-purchase inspection. Purchaser will provide written acceptance or rejection of the Aircraft within two (2) business days after receipt of the aforementioned list of discrepancies. Purchaser's technical acceptance of the Aircraft will be indicated via an Aircraft Technical Acceptance Certificate which will be an exhibit of the Purchase Agreement. At the execution of the Aircraft Technical Acceptance Certificate, the deposit will become non-refundable. Pre-purchase inspection to begin within five (5) business days after notification that the Aircraft is ready for inspection or at the maintenance facility's first available opening thereafter. Closing and delivery to take place within two (2) business days following resolution of the discrepancies listed on the Aircraft Technical Acceptance Certificate or such other date as the parties may agree to in writing, subject to conditions in this LOI being complied with.

CONFIDENTIAL Subject to Protective Order IATS - 000399

SDNY_GM_02774504

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

EFTA_00261144

EFTA01339772

6. Movement to and from the pre-purchase inspection facility, any visual inspection, delivery flight, or test flights will be paid for in advance directly to Seller at a rate equal to Eight Hundred Seventy Five United States Dollars ($875.00 USD) per flighthour.

7. Both Seller and Purchaser agree and acknowledge that this LOI constitutes a non-binding letter of intent and except for the provisions regarding the Deposit, which the parties agree create legal and binding obligations, does not and is not intended to create any legal obligation or enforceable right in any party.

8. This LOI will remain in effect until 5:00 p.m. EST on February 20, 2019, after which, if not accepted by Seller, it shall expire and have no further force or effect. This LOI may be accepted by Seller's returning by email a pdf of a copy hereof, signed by an authorized representative of Seller, to Larry Visoski, Manager, at lvjet@aol.com prior to thattime.

HYPERION AIR, LLC

By: _____
Name: Larry Visoski
Title: Manager

February 18, 2019

CONFIDENTIAL Subject to Protective Order IATS - 000400
SDNY_GM_02774505
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261145
EFTA01339773

ACCEPTED:

CVS PHARMACY, INC.,
On behalf of its wholly owned indirect subsidiary,
ASI WINGS LLC

By: _____

Name: James D. Clark

Title: SVP, Controller and CAO

Date: February 19, 2019

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

FAA/IR
Searches

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

Post IR

PRIORITY SEARCH CERTIFICATE

Certificate Number
1240141

Issued by the International Registry of International Interests in Aircraft Equipment

This certificate was created on 13 Jun 2019 at 16:19:20 GMT

Requested by: Woford K of Insured Aircraft Title Service, LLC
Beneficiary of Priority Search Certificate: IATS

Search Criteria
Manufacturer: SIKORSKY
Model Designation: S-76
Manufacturer's Serial Number: 760750

26 Jul 2011 18:01:37 GMT — File Number: 732496

Registration

Type: Sale
Fractional or Partial Interest: 100.000000%
Seller: Freedom Air International, Inc.* (jr1_docs@insuredaircraft.com)
Buyer: ASI Wings, LLC (irclosings2@gilchristaviation.com)

13 Jun 2019 16:03:01 GMT — File Number: 1644795

Registration

Type: Sale
Fractional or Partial Interest: 100.000000%
Seller: ASI Wings, LLC (irclosings2@gilchristaviation.com)
Buyer: Hyperion Air, LLC (kw6_docs@insuredaircraft.com)

End of List

In conformity with Article 22(3) of the Cape Town Convention "international interest" in this certificate denotes an interest which the creditor has acquired or intends to acquire and is not intended to indicate whether what is registered is an international interest or a prospective international interest. Similarly, with reference to Article 19(4) and 19(5) of the Cape Town Convention, "assignment" is not intended to indicate whether what is registered is an assignment or a prospective assignment, and, in conformity with Article III of the Aircraft Protocol, "sale" is not intended to indicate whether what is registered is a sale or a prospective sale.

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

*The International Registry was notified that this entity had a change of name within the meaning set out in the Regulations and Procedures for the International Registry.

Name Change History

Entity Reference	Old Name	New Name	Date Changed on International Registry
0000293884	Air Ghislaine, Inc.	Freedom Air International, Inc.	25-Jul-2011

This document has been digitally signed by the Registrar and the signature has been filed.

CONFIDENTIAL Subject to Protective Order IATS - 000403
SDNY_GM_02774508
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261148
EFTA01339776

PRIORITY SEARCH CERTIFICATE

Issued by the International Registry of International Interests in Aircraft Equipment

Certificate Number
1240142

This certificate was created on 13 Jun 2019 at 16:19:20 GMT

Requested by: Woford K of Insured Aircraft Title Service, LLC
Beneficiary of Priority Search Certificate: IATS

Search Criteria
Manufacturer: TURBOMECA
Model Designation: ARRIEL 2S2
Manufacturer's Serial Number: 42285

26 Jul 2011 18:06:15 GMT — File Number: 732506

Registration

Type: Sale
Fractional or Partial Interest: 100.000000%
Seller: Freedom Air International, Inc.* (jr1_docs@insuredaircraft.com)
Buyer: ASI Wings, LLC (irclosings2@gilchristaviation.com)

13 Jun 2019 16:17:01 GMT — File Number: 1644797

Registration

Type: Sale
Fractional or Partial Interest: 100.000000%
Seller: ASI Wings, LLC (irclosings2@gilchristaviation.com)
Buyer: Hyperion Air, LLC (kw6_docs@insuredaircraft.com)

End of List

In conformity with Article 22(3) of the Cape Town Convention "international interest" in this certificate denotes an interest which the creditor has acquired or intends to acquire and is not intended to indicate whether what is registered is an international interest or a prospective international interest. Similarly, with reference to Article 19(4) and 19(5) of the Cape Town Convention, "assignment" is not intended to indicate whether what is registered is an assignment or a prospective assignment, and, in conformity with Article III of the Aircraft Protocol, "sale" is not intended to indicate whether what is registered is a sale or a prospective sale.

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

*The International Registry was notified that this entity had a change of name within the meaning set out in the Regulations and Procedures for the International Registry.

Name Change History

Entity Reference	Old Name	New Name	Date Changed on International Registry
0000293884	Air Ghislaine, Inc.	Freedom Air International, Inc.	25-Jul-2011

This document has been digitally signed by the Registrar and the signature has been filed.

CONFIDENTIAL Subject to Protective Order IATS - 000404
SDNY_GM_02774509
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261149
EFTA01339777

PRIORITY SEARCH CERTIFICATE

Issued by the International Registry of International Interests in Aircraft Equipment

Certificate Number
1240143

This certificate was created on 13 Jun 2019 at 16:19:20 GMT

Requested by: Woford K of Insured Aircraft Title Service, LLC
Beneficiary of Priority Search Certificate: IATS

Search Criteria
Manufacturer: TURBOMECA
Model Designation: ARRIEL 2S2
Manufacturer's Serial Number: 42286

26 Jul 2011 18:11:56 GMT — File Number: 732512

Registration

Type: Sale
Fractional or Partial Interest: 100.000000%
Seller: Freedom Air International, Inc.* (jr1_docs@insuredaircraft.com)
Buyer: ASI Wings, LLC (irclosings2@gilchristaviation.com)

13 Jun 2019 16:03:04 GMT — File Number: 1644796

Registration

Type: Sale
Fractional or Partial Interest: 100.000000%
Seller: ASI Wings, LLC (irclosings2@gilchristaviation.com)
Buyer: Hyperion Air, LLC (kw6_docs@insuredaircraft.com)

End of List

In conformity with Article 22(3) of the Cape Town Convention "international interest" in this certificate denotes an interest which the creditor has acquired or intends to acquire and is not intended to indicate whether what is registered is an international interest or a prospective international interest. Similarly, with reference to Article 19(4) and 19(5) of the Cape Town Convention, "assignment" is not intended to indicate whether what is registered is an assignment or a prospective assignment, and, in conformity with Article III of the Aircraft Protocol, "sale" is not intended to indicate whether what is registered is a sale or a prospective sale.

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

*The International Registry was notified that this entity had a change of name within the meaning set out in the Regulations and Procedures for the International Registry.

Name Change History

Entity Reference	Old Name	New Name	Date Changed on International Registry
0000293884	Air Ghislaine, Inc.	Freedom Air International, Inc.	25-Jul-2011

This document has been digitally signed by the Registrar and the signature has been filed.

CONFIDENTIAL Subject to Protective Order IATS - 000405
SDNY_GM_02774510
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261150
EFTA01339778

AIRCRAFT TITLE REPORT from FAA RECORDS SEARCH

Account No. 101
Phone No.

For: Insured Aircraft Title Service, LLC
Escrow Department
21 East Main, Suite 100
Oklahoma City, OK 73104
Attn: Kirk Woford

Insured Aircraft Title Service, LLC
P. O. BOX 19527 405-681-6663
OKLAHOMA CITY, OKLAHOMA 73144
TOLL FREE: PHONE 800-654-4882

RE: N/A

FAA Records Search revealed the following TITLE information on the aircraft herein described.

Object:	N722JE
Make:	Keystone Helicopter
Model:	S-76C
Serial No.:	760750
Record Owner:	ASI Wings, LLC
Address:	151 Farmington Avenue, Hartford, CT 06156
Type:	Corporation **Date Registered:** 8-16-11
Title:	Assistant Corporate Secretary of Aetna Inc., its Managing Member
Signed By:	Melinda Westbrook
Acquired By:	Bill of Sale
Date:	7-26-11 **Date Filed:** 7-26-11
Recorded:	8-16-11 **FAA Doc. #** DT007148
Previous Owner:	Freedom Air International Inc. formerly Shmitka Air Inc. formerly Air Ghislaine Inc.
Address:	103 Foulk Road, Ste. 202, Wilmington, DE 19803
Date Registered:	2-27-09
Subject To:	NO LIENS OF RECORD

CONFIDENTIAL Subject to Protective Order IATS - 000406
SDNY_GM_02774511
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261151
EFTA01339779

AIRCRAFT TITLE REPORT from FAA RECORDS SEARCH

Account No. 101
Phone No.

For: Insured Aircraft Title Service, LLC
Escrow Department
21 East Main, Suite 100
Oklahoma City, OK 73104
Attn: Kirk Woford

Insured Aircraft Title Service, LLC
P. O. BOX 19527 405-681-6663
OKLAHOMA CITY, OKLAHOMA 73144
TOLL FREE: PHONE 800-654-4882

RE: N/A

This search is subject to the filings reflected on the records and index of collateral provided by the FAA and Insured Aircraft Title Service assumes no responsibility as to the accuracy of said source, and does not guarantee, insure, or warrant that said FAA records and index of collateral are free of error.

Report Date: 02/21/2019
7:29 a.m. Central
INSURED AIRCRAFT TITLE SERVICE
By K. Williams
Title Examiner

KW/ts

This title search DOES NOT include a search for registrations lodged at the International Registry of Mobile Assets. If this collateral qualifies under the provisions of the Capetown Convention and Aircraft Protocol, a separate search should be obtained.

CONFIDENTIAL Subject to Protective Order IATS - 000407
SDNY_GM_02774512
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261152
EFTA01339780

AIRCRAFT TITLE REPORT from FAA RECORDS SEARCH

Account No. 101
Phone No.

For: Insured Aircraft Title Service, LLC
Escrow Department
21 East Main, Suite 100
Oklahoma City, OK 73104
Attn: Kirk Woford

Insured Aircraft Title Service, LLC
P. O. BOX 19527 405-681-6663
OKLAHOMA CITY, OKLAHOMA 73144
TOLL FREE: PHONE 800-654-4882

RE: N722JE

FAA Records Search revealed the following TITLE information on the aircraft herein described.

Object:	Engine
Make:	Turbomeca
Model:	Arriel 2S2
Serial No.:	42285TEC
Record Owner:	FAA does not register engines by name of owner. Lien status only is subject to recordation.
Subject To:	The FAA advises that there is no encumbrance cross-reference card in existence for the above described engine indicating that the engine has never been encumbered within the FAA's recording system, therefore, there are No Liens of Record.

This report is subject to the accuracy of the Federal Aviation Administration employees and computers in their record keeping abilities in recordation of liens regarding engines of 550 shp or over. Specifically excluded from this report are liens, security interests, or other encumbrances against engines which are not specifically noted on the engine data cards maintained by the FAA prior to September 1997, and/or on the engine serial number inquiry screen for encumbrances recorded after September 18, 1997.

CONFIDENTIAL Subject to Protective Order IATS - 000408
SDNY_GM_02774513
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261153
EFTA01339781

AIRCRAFT TITLE REPORT from FAA RECORDS SEARCH

Account No. 101
Phone No.

For: Insured Aircraft Title Service, LLC
Escrow Department
21 East Main, Suite 100
Oklahoma City, OK 73104
Attn: Kirk Woford

Insured Aircraft Title Service, LLC
P.O. BOX 19527 405-681-6663
OKLAHOMA CITY, OKLAHOMA 73144
TOLL FREE: PHONE 800-654-4882

RE: N722JE

This search is subject to the filings reflected on the records and index of collateral provided by the FAA and Insured Aircraft Title Service assumes no responsibility as to the accuracy of said source, and does not guarantee, insure, or warrant that said FAA records and index of collateral are free of error.

Report Date: 02/22/2019
7:29 a.m. Central
INSURED AIRCRAFT TITLE SERVICE
By K. Selig
Title Examiner

KS/ts

This title search DOES NOT include a search for registrations lodged at the International Registry of Mobile Assets. If this collateral qualifies under the provisions of the Capetown Convention and Aircraft Protocol, a separate search should be obtained.

CONFIDENTIAL Subject to Protective Order IATS - 000409
SDNY_GM_02774514
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261154
EFTA01339782

AIRCRAFT TITLE REPORT from FAA RECORDS SEARCH

Account No. 101
Phone No.

For: Insured Aircraft Title Service, LLC
Escrow Department
21 East Main, Suite 100
Oklahoma City, OK 73104
Attn: Kirk Woford

Insured Aircraft Title Service, LLC
P. O. BOX 19527 405-681-6663
OKLAHOMA CITY, OKLAHOMA 73144
TOLL FREE: PHONE 800-654-4882

RE: N722JE

FAA Records Search revealed the following TITLE information on the aircraft herein described.

Object:	Engine
Make:	Turbomeca
Model:	Arriel 2S2
Serial No.:	42286TEC

Record Owner: FAA does not register engines by name of owner. Lien status only is subject to recordation.

Subject To: The FAA advises that there is no encumbrance cross-reference card in existence for the above described engine indicating that the engine has never been encumbered within the FAA's recording system, therefore, there are No Liens of Record.

This report is subject to the accuracy of the Federal Aviation Administration employees and computers in their record keeping abilities in recordation of liens regarding engines of 550 shp or over. Specifically excluded from this report are liens, security interests, or other encumbrances against engines which are not specifically noted on the engine data cards maintained by the FAA prior to September 1997, and/or on the engine serial number inquiry screen for encumbrances recorded after September 18, 1997.

CONFIDENTIAL Subject to Protective Order IATS - 000410
SDNY_GM_02774515
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261155
EFTA01339783

AIRCRAFT TITLE REPORT from FAA RECORDS SEARCH

Account No. 101
Phone No.

For: Insured Aircraft Title Service, LLC
Escrow Department
21 East Main, Suite 100
Oklahoma City, OK 73104
Attn: Kirk Woford

Insured Aircraft Title Service, LLC
P. O. BOX 19527 405-681-6663
OKLAHOMA CITY, OKLAHOMA 73144
TOLL FREE: PHONE 800-654-4882

RE: N722JE

This search is subject to the filings reflected on the records and index of collateral provided by the FAA and Insured Aircraft Title Service assumes no responsibility as to the accuracy of said source, and does not guarantee, insure, or warrant that said FAA records and index of collateral are free of error.

Report Date: 02/22/2019
7:29 a.m. Central
INSURED AIRCRAFT TITLE SERVICE
By K. Selig
Title Examiner

KS/ts

This title search DOES NOT include a search for registrations lodged at the International Registry of Mobile Assets. If this collateral qualifies under the provisions of the Capetown Convention and Aircraft Protocol, a separate search should be obtained.

CONFIDENTIAL Subject to Protective Order IATS - 000411
SDNY_GM_02774516
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261156
EFTA01339784

PRE-IR No LIENS

PRIORITY SEARCH CERTIFICATE

Certificate Number
1201026

Issued by the International Registry of International Interests in Aircraft Equipment

This certificate was created on 21 Feb 2019 at 17:26:31 GMT

Requested by: Woford K of Insured Aircraft Title Service, LLC
Beneficiary of Priority Search Certificate: IATS

Search Criteria
Manufacturer: SIKORSKY
Model Designation: S-76
Manufacturer's Serial Number: 760750

26 Jul 2011 18:01:37 GMT — File Number: 732496

Registration

Type: Sale
Fractional or Partial Interest: 100.000000%
Seller: Freedom Air International, Inc.* (jr1_docs@insuredaircraft.com)
Buyer: ASI Wings, LLC (irclosings2@debeegilchrist.com)

End of List

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

*The International Registry was notified that this entity had a change of name within the meaning set out in the Regulations and Procedures for the International Registry.

Name Change History

Entity Reference	Old Name	New Name	Date Changed on International Registry
0000293884	Air Ghislaine, Inc.	Freedom Air International, Inc.	25-Jul-2011

This document has been digitally signed by the Registrar and the signature has been filed.

CONFIDENTIAL Subject to Protective Order IATS - 000412
SDNY_GM_02774517
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261157
EFTA01339785

PRIORITY SEARCH CERTIFICATE

Issued by the International Registry of International Interests in Aircraft Equipment

Certificate Number
1201385

This certificate was created on 22 Feb 2019 at 16:31:26 GMT

Requested by: Woford K of Insured Aircraft Title Service, LLC
Beneficiary of Priority Search Certificate: IATS

Search Criteria
Manufacturer: TURBOMECA
Model Designation: ARRIEL 2S2
Manufacturer's Serial Number: 42285

26 Jul 2011 18:06:15 GMT — File Number: 732506

Registration

Type: Sale
Fractional or Partial Interest: 100.000000%
Seller: Freedom Air International, Inc.* (jr1_docs@insuredaircraft.com)
Buyer: ASI Wings, LLC (irclosings2@debeegilchrist.com)

End of List

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

*The International Registry was notified that this entity had a change of name within the meaning set out in the Regulations and Procedures for the International Registry.

Name Change History

Entity Reference	Old Name	New Name	Date Changed on International Registry
0000293884	Air Ghislaine, Inc.	Freedom Air International, Inc.	25-Jul-2011

This document has been digitally signed by the Registrar and the signature has been filed.

CONFIDENTIAL Subject to Protective Order IATS - 000413
SDNY_GM_02774518
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261158
EFTA01339786

PRIORITY SEARCH CERTIFICATE

Issued by the International Registry of International Interests in Aircraft Equipment

Certificate Number
1201386

This certificate was created on 22 Feb 2019 at 16:31:26 GMT

Requested by: Woford K of Insured Aircraft Title Service, LLC
Beneficiary of Priority Search Certificate: IATS

Search Criteria
Manufacturer: TURBOMECA
Model Designation: ARRIEL 2S2
Manufacturer's Serial Number: 42286

26 Jul 2011 18:11:56 GMT — File Number: 732512

Registration

Type: Sale
Fractional or Partial Interest: 100.000000%
Seller: Freedom Air International, Inc.* (jr1_docs@insuredaircraft.com)
Buyer: ASI Wings, LLC (irclosings2@debeegilchrist.com)

End of List

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

*The International Registry was notified that this entity had a change of name within the meaning set out in the Regulations and Procedures for the International Registry.

Name Change History

Entity Reference	Old Name	New Name	Date Changed on International Registry
0000293884	Air Ghislaine, Inc.	Freedom Air International, Inc.	25-Jul-2011

This document has been digitally signed by the Registrar and the signature has been filed.

CONFIDENTIAL Subject to Protective Order IATS - 000414
SDNY_GM_02774519
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261159
EFTA01339787

Subject: Re[2]: N722JE SN760750
From: "Ryne Lamle" [redacted]
Sent: 2/22/2019 10:46:47 AM
To: "Matt Walter" [redacted]
CC: "Nicole Moghbel" [redacted]; "Larry Visoski" [redacted] "Thomas M. Richardson" [redacted]
Attachments: N722JE FAA ENG TS001.pdf; N722JE IR ENG TS001.pdf

Thanks Matt,

Please see the attached engine title searches.

Regards,

Ryne Lamle
Executive Assistant to Kirk Woford-President
Insured Aircraft Title Service
21 East Main Street, Suite 100
Oklahoma City, OK 73104
Phone: 800-654-4882
Fax: 405-684-5009

ATTENTION: WE HAVE MOVED; OUR NEW ADDRESS IS:
21 EAST MAIN STREET, SUITE 100, OKLAHOMA CITY, OKLAHOMA 73104.

Please note: Our banking relationships have changed. Please send all escrow funds to our Bank of America accounts. If you need our current wire transfer instructions or have any questions, please do not hesitate to contact us.

------ Original Message ------
From: "Matt Walter" [redacted]
To: "Ryne Lamle" [redacted]
Cc: "Nicole Moghbel" [redacted]; "Larry Visoski" [redacted]
"Thomas M. Richardson" [redacted]
Sent: 2/21/2019 4:34:48 PM
Subject: Re: N722JE SN760750

Engine serial numbers:

CONFIDENTIAL Subject to Protective Order IATS - 000415
SDNY_GM_02774520
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261160
EFTA01339788

Engine 1 – 42285TEC
Engine 2 – 42286TEC

Larry - can you confirm which entity will be executing the Sales Agreement? Reason we ask is because the entity that signed the LOI is a slightly different entity from the entity that sent the deposit in.

Thanks.

Matt Walter, CPA
Sales Director
Guardian Jet
[redacted]

On Feb 21, 2019, at 12:48 PM, Ryne Lamle [redacted] wrote:

Hi Matt,

Please see the attached FAA/IR title searches for N722JE. When available, please provide the engine info and we'll run those searches as well.

Thanks,

Ryne Lamle
Executive Assistant to Kirk Woford-President
Insured Aircraft Title Service
21 East Main Street, Suite 100
Oklahoma City, OK 73104
[redacted]

ATTENTION: WE HAVE MOVED; OUR NEW ADDRESS IS:
21 EAST MAIN STREET, SUITE 100, OKLAHOMA CITY, OKLAHOMA 73104.

Please note: Our banking relationships have changed. Please send all escrow funds to our Bank of America accounts. If you need our current wire transfer instructions or have any questions, please do not hesitate to contact us.

<N722JE FAA TS001.pdf>
<N722JE IR TS001.pdf>

CONFIDENTIAL Subject to Protective Order IATS - 000416
SDNY_GM_02774521
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261161
EFTA01339789

Subject: N722JE SN760750
From: "Ryne Lamle" [redacted]
Sent: 2/21/2019 11:47:29 AM
To: [redacted] "Nicole Moghbel" [redacted]
Attachments: N722JE FAA TS001.pdf; N722JE IR TS001.pdf

Larry,

Please find attached, the FAA and IR title searches. Please provide the engine data when available so we can run those searches as well.

Thanks!

Ryne Lamle
Executive Assistant to Kirk Woford-President
Insured Aircraft Title Service
21 East Main Street, Suite 100
Oklahoma City, OK 73104
[redacted]

ATTENTION: WE HAVE MOVED; OUR NEW ADDRESS IS:
21 EAST MAIN STREET, SUITE 100, OKLAHOMA CITY, OKLAHOMA 73104.

Please note: Our banking relationships have changed. Please send all escrow funds to our Bank of America accounts. If you need our current wire transfer instructions or have any questions, please do not hesitate to contact us.

CONFIDENTIAL Subject to Protective Order IATS - 000417
SDNY_GM_02774522
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261162
EFTA01339790

Subject: N722JE SN760750
From: "Ryne Lamle" <[redacted]
Sent: 2/21/2019 11:47:40 AM
To: [redacted] "Nicole Moghbel" [redacted]>;
Attachments: N722JE FAA TS001.pdf; N722JE IR TS001.pdf

Hi Matt,

Please see the attached FAA/IR title searches for N722JE. When available, please provide the engine info and we'll run those searches as well.

Thanks,

Ryne Lamle
Executive Assistant to Kirk Woford-President
Insured Aircraft Title Service
21 East Main Street, Suite 100
Oklahoma City, OK 73104
[redacted]

ATTENTION: WE HAVE MOVED; OUR NEW ADDRESS IS:
21 EAST MAIN STREET, SUITE 100, OKLAHOMA CITY, OKLAHOMA 73104.

Please note: Our banking relationships have changed. Please send all escrow funds to our Bank of America accounts. If you need our current wire transfer instructions or have any questions, please do not hesitate to contact us.

CONFIDENTIAL Subject to Protective Order IATS - 000418
SDNY_GM_02774523
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261163
EFTA01339791

FAA REGISTRY

N-Number Inquiry Results

N722JE is Assigned

Aircraft Description

Serial Number	760750	Status	Valid
Manufacturer Name	KEYSTONE HELICOPTER	Certificate Issue Date	08/16/2011
Model	S-76C	Expiration Date	08/31/2020
Type Aircraft	Rotorcraft	Type Engine	Turbo-shaft
Pending Number Change	None	Dealer	No
Date Change Authorized	None	Mode S Code (base 8 / oct)	52325707
MFR Year	2008	**Mode S Code (base 16 / hex)**	A9ABC7
Type Registration	LLC	Fractional Owner	NO

Registered Owner

Name	ASI WINGS LLC		
Street	151 FARMINGTON AVE		
City	HARTFORD	State	CONNECTICUT
County	HARTFORD	Zip Code	06156-0001
Country	UNITED STATES		

Airworthiness

Engine Manufacturer	TURBOMECA	Classification	Standard
Engine Model	ARRIEL 2S2	Category	Transport
A/W Date	12/08/2008	Exception Code	No

CONFIDENTIAL Subject to Protective Order IATS - 000419
SDNY_GM_02774524
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261164
EFTA01339792

The information contained in this record should be the most current Airworthiness information available in the historical aircraft record. However, this data alone does not provide the basis for a determination regarding the airworthiness of an aircraft or the current aircraft configuration. For specific information, you may request a copy of the aircraft record at http://aircraft.faa.gov/e.gov/ND/

Other Owner Names

None

Temporary Certificates

Certificate Number	T146046	Issue Date	08/04/2014	Expiration Date	09/03/2014

Fuel Modifications

None

CONFIDENTIAL Subject to Protective Order IATS - 000420
SDNY_GM_02774525
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261165
EFTA01339793

Disbursement
Instructions & Authorization

SDNY_GM_02774526

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

EFTA_00261166

EFTA01339794

PRIORITY SEARCH CERTIFICATE

Issued by the International Registry of International Interests in Aircraft Equipment

Certificate Number
1240041

This certificate was created on 13 Jun 2019 at 13:35:43 GMT

Requested by: Angie Risley of Insured Aircraft Title Service, LLC
Beneficiary of Priority Search Certificate: IATS

Search Criteria
Manufacturer: SIKORSKY
Model Designation: S-76
Manufacturer's Serial Number: 760750

26 Jul 2011 18:01:37 GMT — File Number: 732496

Registration

Type: Sale
Fractional or Partial Interest: 100.000000%
Seller: Freedom Air International, Inc.* (jr1_docs@insuredaircraft.com)
Buyer: ASI Wings, LLC (irclosings2@gilchristaviation.com)

End of List

In conformity with Article 22(3) of the Cape Town Convention "international interest" in this certificate denotes an interest which the creditor has acquired or intends to acquire and is not intended to indicate whether what is registered is an international interest or a prospective international interest. Similarly, with reference to Article 19(4) and 19(5) of the Cape Town Convention, "assignment" is not intended to indicate whether what is registered is an assignment or a prospective assignment, and, in conformity with Article III of the Aircraft Protocol, "sale" is not intended to indicate whether what is registered is a sale or a prospective sale.

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

*The International Registry was notified that this entity had a change of name within the meaning set out in the Regulations and Procedures for the International Registry.

Name Change History

Entity Reference	Old Name	New Name	Date Changed on International Registry
0000293884	Air Ghislaine, Inc.	Freedom Air International, Inc.	25-Jul-2011

This document has been digitally signed by the Registrar and the signature has been filed.

CONFIDENTIAL Subject to Protective Order IATS - 000422
SDNY_GM_02774527
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261167
EFTA01339795

PRIORITY SEARCH CERTIFICATE

Issued by the International Registry of International Interests in Aircraft Equipment

Certificate Number
1240042

This certificate was created on 13 Jun 2019 at 13:35:43 GMT

Requested by: Angie Risley of Insured Aircraft Title Service, LLC
Beneficiary of Priority Search Certificate: IATS

Search Criteria
Manufacturer: TURBOMECA
Model Designation: ARRIEL 2S2
Manufacturer's Serial Number: 42285

26 Jul 2011 18:06:15 GMT — File Number: 732506

Registration

Type: Sale
Fractional or Partial Interest: 100.000000%
Seller: Freedom Air International, Inc.* (jr1_docs@insuredaircraft.com)
Buyer: ASI Wings, LLC (irclosings2@gilchristaviation.com)

End of List

In conformity with Article 22(3) of the Cape Town Convention "international interest" in this certificate denotes an interest which the creditor has acquired or intends to acquire and is not intended to indicate whether what is registered is an international interest or a prospective international interest. Similarly, with reference to Article 19(4) and 19(5) of the Cape Town Convention, "assignment" is not intended to indicate whether what is registered is an assignment or a prospective assignment, and, in conformity with Article III of the Aircraft Protocol, "sale" is not intended to indicate whether what is registered is a sale or a prospective sale.

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

*The International Registry was notified that this entity had a change of name within the meaning set out in the Regulations and Procedures for the International Registry.

Name Change History

Entity Reference	Old Name	New Name	Date Changed on International Registry
0000293884	Air Ghislaine, Inc.	Freedom Air International, Inc.	25-Jul-2011

This document has been digitally signed by the Registrar and the signature has been filed.

CONFIDENTIAL Subject to Protective Order IATS - 000423
SDNY_GM_02774528
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261168
EFTA01339796

PRIORITY SEARCH CERTIFICATE

Issued by the International Registry of International Interests in Aircraft Equipment

Certificate Number
1240043

This certificate was created on 13 Jun 2019 at 13:35:43 GMT

Requested by: Angie Risley of Insured Aircraft Title Service, LLC
Beneficiary of Priority Search Certificate: IATS

Search Criteria

Manufacturer:	TURBOMECA
Model Designation:	ARRIEL 2S2
Manufacturer's Serial Number:	42286

26 Jul 2011 18:11:56 GMT — File Number: 732512

Registration

Type:	Sale
Fractional or Partial Interest:	100.000000%
Seller:	Freedom Air International, Inc.* (jr1_docs@insuredaircraft.com)
Buyer:	ASI Wings, LLC (irclosings2@gilchristaviation.com)

End of List

In conformity with Article 22(3) of the Cape Town Convention "international interest" in this certificate denotes an interest which the creditor has acquired or intends to acquire and is not intended to indicate whether what is registered is an international interest or a prospective international interest. Similarly, with reference to Article 19(4) and 19(5) of the Cape Town Convention, "assignment" is not intended to indicate whether what is registered is an assignment or a prospective assignment, and, in conformity with Article III of the Aircraft Protocol, "sale" is not intended to indicate whether what is registered is a sale or a prospective sale.

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

*The International Registry was notified that this entity had a change of name within the meaning set out in the Regulations and Procedures for the International Registry.

Name Change History

Entity Reference	Old Name	New Name	Date Changed on International Registry
0000293884	Air Ghislaine, Inc.	Freedom Air International, Inc.	25-Jul-2011

This document has been digitally signed by the Registrar and the signature has been filed.

CONFIDENTIAL Subject to Protective Order IATS - 000424
SDNY_GM_02774529
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261169
EFTA01339797

GFGIIP03 AIRCRAFT DOCUMENT CONTROL SYSTEM 06/13/19
GFGIIM09 REGISTRATION IMAGES 08:34

---------- Page 1 of 4 ----------

N-Number : 722JE
Serial Num : 760750
Mfr Name : KEYSTONE HELICOPTER
Model Name : S-76C

---------- D O C U M E N T S ----------

	Document Description	Status	Doc ID	Doc Date	#Pgs
*	1. REG RENEWAL APP(ONLINE)	ACCEPTED	9377	03/28/2017	4
	2. RQST DUP/EXTENSION/TEMPORARY	ACCEPTED	9736	08/04/2014	2
	3. TEMPORARY CERTIFICATE	ACCEPTED	9084	08/04/2014	2
	4. REGISTRATION RENEWAL APP	ACCEPTED	4974	07/14/2014	2
	5. N-NUM CHANGE CANC. NOTICE	ACCEPTED	1736	12/11/2012	2
	6. FORM 8050-64	ACCEPTED	5077	09/16/2011	2

WINDOW 1 :

Enter-PF1---PF2---PF3---PF4---PF5---PF6---PF7---PF8---PF9---PF10--PF11--PF12---
CONT MAIN A/W +PAGE PREV +DOC

CONFIDENTIAL Subject to Protective Order IATS - 000425
SDNY_GM_02774530
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261170
EFTA01339798

```
*** NO MATCHES FOUND ***
ARCOLP01                  AIRCRAFT REGISTRATION SYSTEM                  06/13/19
ARCOLM01                       COLLATERAL INQUIRY                       08:34
--------------------------------------------------------------------------------

         TYPE-COLL              SEARCH CRITERIA
         ---------    ---------------------------------------------
                      Type-Coll     : 1     (Required)

             1        N-Number      : 722JE

           2,3,9      Mfr Name      :
                      Model Name    :
                      Serial Number:

             4        Air Carrier   :
                      Air Carr City:
                      Air Carr Loc  :

             5        Recording Nbr:

Enter-PF1---PF2---PF3---PF4---PF5---PF6---PF7---PF8---PF9---PF10--PF11--PF12---
CONT                                                     PREV
```


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

```
*** NO MATCHES FOUND ***
ARCOLP01                  AIRCRAFT REGISTRATION SYSTEM                  06/13/19
ARCOLM01                       COLLATERAL INQUIRY                       08:34
--------------------------------------------------------------------------------

         TYPE-COLL              SEARCH CRITERIA
         ---------   ------------------------------------------------
                     Type-Coll    : 2    (Required)

             1       N-Number     :

           2,3,9     Mfr Name     :
                     Model Name   :
                     Serial Number: 42285

             4       Air Carrier  :
                     Air Carr City:
                     Air Carr Loc :

             5       Recording Nbr:

Enter-PF1---PF2---PF3---PF4---PF5---PF6---PF7---PF8---PF9---PF10--PF11--PF12---
CONT                                                     PREV
```


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

```
*** NO MATCHES FOUND ***
ARCOLP01                  AIRCRAFT REGISTRATION SYSTEM                  06/13/19
ARCOLM01                       COLLATERAL INQUIRY                       08:34
--------------------------------------------------------------------------------

         TYPE-COLL              SEARCH CRITERIA
         ---------    ---------------------------------------------
                      Type-Coll     : 2     (Required)

             1        N-Number      :

           2,3,9      Mfr Name      :
                      Model Name    :
                      Serial Number: 42286

             4        Air Carrier   :
                      Air Carr City:
                      Air Carr Loc  :

             5        Recording Nbr:

Enter-PF1---PF2---PF3---PF4---PF5---PF6---PF7---PF8---PF9---PF10--PF11--PF12---
CONT                                                     PREV
```


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

Subject: {Disarmed} RE: N722JE
From: "Smith, Darin P." [redacted]
Sent: 6/12/2019 3:48:27 PM
To: "Matt Walter" [redacted]; "Angie Risley" [redacted] Lapriore, Steven J." [redacted]

Approved.

Regards,
Darin

Darin P. Smith, Senior Legal Counsel -- Corporate Services

[redacted]

CVS Health
One CVS Drive
Woonsocket, RI 02895
Mail Code 1160

CONFIDENTIALITY NOTICE: This communication and any attachments may contain confidential and/or privileged information for the use of the designated recipients named above. If you are not the intended recipient, you are hereby notified that you have received this communication in error and that any review, disclosure, dissemination, distribution or copying of it or its contents is prohibited. If you have received this communication in error, please notify the sender immediately by email or telephone and destroy all copies of this communication and any attachments. Thank You.

From: Matt Walter [mailto:[redacted]
Sent: Wednesday, June 12, 2019 4:43 PM
To: Angie Risley [redacted] Lapriore, Steven J. [redacted] Smith, Darin P. [redacted]
Subject: [EXTERNAL] RE: N722JE

Angie – here is a draft closing statement, along with Seller's wiring instructions (which have also been entered into the closing statement).
Darin can approve via email/phone call for you.
Thank you.

Matt Walter, CPA

CONFIDENTIAL Subject to Protective Order IATS - 000429
SDNY_GM_02774534
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261174
EFTA01339802

Sales Director
Guardian Jet
[redacted]
MailScanner has detected a possible fraud attempt from "urldefense.proofpoint.com" claiming to be www.guardianjet.com

For a complete list of our current aircraft inventory, visit us online at MailScanner has detected a possible fraud attempt from "urldefense.proofpoint.com" claiming to be www.guardianjet.com/aircraft-sales

From: Angie Risley [MailScanner has detected a possible fraud attempt from "insuredaircraft.com" claiming to be mailto:[redacted]
Sent: Wednesday, June 12, 2019 4:37 PM
To: 'Lapriore, Steven J.'; Matt Walter;[redacted]Smith, Darin P.';[redacted]
Subject: N722JE

All-

The outstanding items I will need before closing are the following:

1.) Attached FAA Bill of Sale
2.) Attached Warranty Bill of Sale
3.) Disbursement instructions for proceeds. Will you be paying a commission to Guardian Jet or any other invoice I will need to know about? I will need amounts and wiring instructions for each entity I am paying.

I can send the FAA Bill of Sale and Warranty Bill of Sale to the person signing via docusign for their digital signature. I will just need the name of that person and their email address.

Thank you!

Angie Risley
Escrow Agent / Executive Assistant
to Kirk Woford-President
Insured Aircraft Title Service, LLC
21 E. Main Street, Suite 100
OKC, OK 73104
[redacted]
MailScanner has detected a possible fraud attempt from "urldefense.proofpoint.com" claiming to be www.insuredaircraft.com
angier@insuredaircraft.com

ATTENTION: EFFECTIVE JANUARY 15, 2018, OUR NEW ADDRESS WILL BE 21 EAST MAIN STE. 100, OKLAHOMA CITY, OKLAHOMA 73104.
Our business will be fully operational during the moving process. You will not experience any changes or delays in service during that time. Please update your records with our new address as of January 15, 2018.

CONFIDENTIAL Subject to Protective Order IATS - 000430
SDNY_GM_02774535
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261175
EFTA01339803

CONFIDENTIAL Subject to Protective Order IATS - 000431
SDNY_GM_02774536
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261176
EFTA01339804

Subject: (Disarmed) RE: N722JE
From: "Matt Walter" <[redacted]
Sent: 6/12/2019 3:43:13 PM
To: "Angie Risley" [redacted] "'Lapriore, Steven J.'" [redacted] Smith, Darin P.'" [redacted]>; [redacted] ;
Attachments: 2019 06 12 - S76C++ SN 760750 - Closing Statement Draft.pdf; Aetna Inc Letter.pdf

Angie – here is a draft closing statement, along with Seller's wiring instructions (which have also been entered into the closing statement).
Darin can approve via email/phone call for you.
Thank you.

Matt Walter, CPA
Sales Director
Guardian Jet
[redacted]
www.guardianjet.com

For a complete list of our current aircraft inventory, visit us online at www.guardianjet.com/aircraft-sales

---

From: Angie Risley [mailto:[redacted]
Sent: Wednesday, June 12, 2019 4:37 PM
To: 'Lapriore, Steven J.'; Matt Walter[redacted] 'Smith, Darin P.'; [redacted].com
Subject: N722JE

All-

The outstanding items I will need before closing are the following:

1.) Attached FAA Bill of Sale
2.) Attached Warranty Bill of Sale
3.) Disbursement instructions for proceeds. Will you be paying a commission to Guardian Jet or any other invoice I will need to know about? I will need amounts and wiring instructions for each entity I am paying.

I can send the FAA Bill of Sale and Warranty Bill of Sale to the person signing via docusign for their digital signature. I will just need the name of that person and their email address.

CONFIDENTIAL Subject to Protective Order IATS - 000432
SDNY_GM_02774537
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261177
EFTA01339805

Thank you!

Angie Risley
Escrow Agent / Executive Assistant
to Kirk Woford-President
Insured Aircraft Title Service, LLC
21 E. Main Street, Suite 100
OKC, OK 73104
[redacted]

MailScanner has detected a possible fraud attempt from "url.emailprotection.link" claiming to be www.insuredaircraft.com
angier@insuredaircraft.com

ATTENTION: EFFECTIVE JANUARY 15, 2018, OUR NEW ADDRESS WILL BE 21 EAST MAIN STE. 100, OKLAHOMA CITY, OKLAHOMA 73104.
Our business will be fully operational during the moving process. You will not experience any changes or delays in service during that time. Please update your records with our new address as of January 15, 2018.

CONFIDENTIAL Subject to Protective Order IATS - 000433
SDNY_GM_02774538
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261178
EFTA01339806

CLOSING SETTLEMENT STATEMENT - SELLER

Sikorsky S76C++, sn 760750, N722JE

SELLER
ASI Wings LLC

Selling Price	$3,000,000.00

Money Received by Seller in Advance of Closing

Deposit Rcvd (Deposit held in escrow)	$500,000.00
Total Money Received in advance	*$0.00*

Sellers Additional Fees/Adjustments

Seller's Agent's Fees (Guardian Jet)	($100,000.00)
Movement Costs	$1,925.00
1/2 of Escrow Fee	($1,700.00)
Total Sellers Adjustments	*($99,775.00)*

Pre-Closing Summary

Sale Price	$3,000,000.00
Total Sellers Adjustments	*($99,775.00)*
Proceeds Due at Closing	$2,900,225.00

BUYER
Hyperion Air, LLC

Purchase Price	$3,000,000.00

Money Paid by Buyer in Advance of Closing

Deposit Sent	$500,000.00
Total Money Sent in advance	*$500,000.00*

Buyers Additional Fees/Adjustments

Movement Costs	$1,925.00
1/2 of Escrow Fee	$1,700.00
Total Buyers Adjustments	*$3,625.00*

Pre-Closing Summary

Sale Price	$3,000,000.00
Total Money Sent in advance	($500,000.00)
Total Buyers Adjustments	$3,625.00
Amount Due at Closing	$2,503,625.00

CLOSING FUNDS IN ESCROW

Buyer's Deposit	$500,000.00
Due from **Buyer** at Closing	$2,503,625.00
Total Funds	$3,003,625.00 ✓

OUTGOING FUNDS (Via Separate Wires from Escrow)

Proceeds Due to Seller[1]	$2,900,225.00
Insured Aircraft Title Service, LLC	$3,400.00
Seller's Agent's Fees (Guardian Jet)	$100,000.00
Total Distributed	$3,003,625.00 ✓

[redacted]

PLEASE SIGN HERE AFTER REVIEWING **ASI Wings LLC**	
Signature	Date
Printed Name	

Re-Positioning Cost Calculation

Flight to Inspection and T&B flights (1.7 hours x $875/hr movement rate)	$1,487.50
Evaluation Flight (0.5 hours x $875/hr movement rate)	$437.50

SELLER'S WIRING INSTRUCTIONS

Citibank, N.A.	*BANK*
111 Wall Street, New York, NY 10043	*ADDRESS*
[redacted]	*ABA/ROUTING*
	FEDERAL TAX ID
[redacted]	*ACCOUNT #*
Aetna, Inc. - Operating	*BENEFICIARY*
Sikorsky S76C++, sn 760750, N722JE	*REFERENCE*

temp

GUARDIAN JET WIRING INSTRUCTIONS

Bank of America	*BANK*
Guilford, CT 06437	*ADDRESS*
[redacted] (Electronic Transfer) or	*ABA/ROUTING*
[redacted] (Wire Transfer)	
[redacted]	*ACCOUNT #*
GUARDIAN JET, LLC	*BENEFICIARY*
Sikorsky S76C++, sn 760750, N722JE	*REFERENCE*

temp

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

Citi Transaction Services
One Penn's Way
New Castle, DE 19720

Date: 06/06/2018

To whom it may concern,

Please accept this letter as verification that Aetna, Inc. has an open account, listed below are the account details:

Name of the Company: Aetna, Inc. – Operating
Name of the Bank: Citibank, N.A.
Account Number: [redacted]
Routing/ABA Number: [redacted]
Type of Account: Checking
Currency: USD
Swift: [redacted]
Bank Address: 111 Wall Street
New York, NY 10043

Sincerely,

Paul J. Ceresini
Vice President / Client Account Manager
Citi

CONFIDENTIAL Subject to Protective Order IATS - 000435
SDNY_GM_02774540
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261180
EFTA01339808

Subject: Fwd: Sale of the Sikorsky S76C helicopter
From: [redacted]
Sent: 6/12/2019 3:45:04 PM
To: [redacted]
Attachments: image001.gif; ATT00001.htm; Aetna Inc Letter.pdf; ATT00002.htm

Angie-

Please see below for written authorization by seller to me allowing me to release on their behalf.

Best,

Tom

Sent From My iPhone - Please pardon any creative autocorrects.

Begin forwarded message:

From: "Smith, Darin P." [redacted]
Date: June 12, 2019 at 4:36:05 PM EDT
To: "Thomas M. Richardson [redacted]
Cc: "Lapriore, Steven J." [redacted] 'Matt Walter' <[redacted], "Mitchell, Kimberly M." <[redacted] "Chuey, Lindsay A." [redacted]
Subject: Sale of the Sikorsky S76C helicopter

EXTERNAL OF GT

Tom –

As just discussed, attached please find wire instructions re the sale of the Sikorsky S76C helicopter; serial # 760750; reg. # N722JE scheduled to close tomorrow morning. Note, once the wire is initiated, please have the Escrow Agent send us the Fed Ref #. Thanks.

Also, I will be out of the office in meetings tomorrow and likely unable to join the closing call. In the event that I can't join the call, you are hereby authorized to release all signatures on behalf of Seller so long as Steve Lapriore, Ed Kammerer, Matt Walter and you are each satisfied that all closing conditions

CONFIDENTIAL Subject to Protective Order IATS - 000436
SDNY_GM_02774541
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261181
EFTA01339809

have been met and the closing should proceed as planned. Thank you very much.

Regards,
Darin

Darin P. Smith, Senior Legal Counsel -- Corporate Services

[redacted]

CVS Health
One CVS Drive
Woonsocket, RI 02895
Mail Code 1160

If you are not an intended recipient of confidential and privileged information in this email, please delete it, notify us immediately at postmaster@gtlaw.com, and do not use or disseminate such information.

CONFIDENTIAL Subject to Protective Order IATS - 000437
SDNY_GM_02774542
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261182
EFTA01339810

Subject: Re[2]: N722JE
From: "Angie Risley" [redacted]
Sent: 3/28/2019 10:37:59 AM
To: "Darren Indyke" [redacted]
CC: "Darren Indyke" [redacted]
Attachments: Wire Transfer Instructions -New Address.pdf

Buyer's half of the fee is $1,700 making the total to wire in being $2,501,700. Wiring instructions attached.

Thank you!

Angie Risley
Escrow Agent / Executive Assistant
to Kirk Woford-President
Insured Aircraft Title Service, LLC
21 E. Main Street, Suite 100
OKC, OK 73104
[redacted]
www.insuredaircraft.com
angier@insuredaircraft.com

ATTENTION: EFFECTIVE JANUARY 15, 2018, OUR NEW ADDRESS WILL BE 21 EAST MAIN STE. 100, OKLAHOMA CITY, OKLAHOMA 73104.
Our business will be fully operational during the moving process. You will not experience any changes or delays in service during that time. Please update your records with our new address as of January 15, 2018.

------ Original Message ------
From: "Darren Indyke" <[redacted]
To: [redacted]
Cc: "Darren Indyke" <[redacted]
Sent: 3/28/2019 10:32:18 AM
Subject: Re: N722JE

> Ok. Great. If I were to send over the funds to closing, I would need the $2.5MM plus one-half the escrow fee, correct? What is Buyer's half of the escrow fee, please.
>
> DARREN K. INDYKE
> 5300 W. Atlantic Avenue, Suite 602
> Delray Beach, Florida 33484
> Telephone: [redacted]

CONFIDENTIAL Subject to Protective Order IATS - 000438
SDNY_GM_02774543
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261183
EFTA01339811

Contracts &
Legal

SDNY_GM_02774544

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

EFTA_00261184

EFTA01339812

Thursday 10:00 6346

Subject: N722JE - Closing Call
From: "Angie Risley" [redacted]
Sent: 6/12/2019 3:28:41 PM
To: [redacted] "'Darren Indyke'" [redacted]; "Matt Walter" [redacted]; "'Smith, Darin P.'" [redacted] Lapriore, Steven J.'" [redacted]; [redacted]

All-

Sometimes my calendar invite doesn't work quite right so if you didn't receive the dial in for the closing call tomorrow at 11:00am EDT, please use the following dial-in:

[redacted]

- ~~FAA BOS~~
- ~~WBOS~~
- movement cost

Thank you,

Angie Risley
Escrow Agent / Executive Assistant
to Kirk Woford-President
Insured Aircraft Title Service, LLC
21 E. Main Street, Suite 100
OKC, OK 73104
[redacted]
www.insuredaircraft.com
[redacted]

ATTENTION: EFFECTIVE JANUARY 15, 2018, OUR NEW ADDRESS WILL BE 21 EAST MAIN STE. 100, OKLAHOMA CITY, OKLAHOMA 73104.
Our business will be fully operational during the moving process. You will not experience any changes or delays in service during that time. Please update your records with our new address as of January 15, 2018.

CONFIDENTIAL Subject to Protective Order IATS - 000440
SDNY_GM_02774545
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261185
EFTA01339813

AIRCRAFT PURCHASE AND SALE AGREEMENT

This Aircraft Purchase and Sale Agreement (the "Agreement") is made and entered into effective as of March 27, 2019 (the "Effective Date") by and between ASI Wings LLC ("Seller") and Hyperion Air, LLC ("Buyer").

RECITALS

WHEREAS, Seller is the owner of the following described airframe, rotor blades and engines:

Airframe ("Airframe"):

Make and Model	Keystone (Sikorsky) model S-76C
Serial Number	760750
Registration Number	N722JE

Engines ("Engines"):

Make and Model	Turbomeca S.A. model Arriel 2S2
Serial Numbers	42285TEC & 42286TEC

Main Rotor Blades ("Blades"):

Make and Model	Sikorsky Model 76150-09100-053
Serial Numbers	A086-03958, A086-03773, A086-03768 & A086-03769

The Engines to be described on the International Registry (as hereinafter defined) as set forth on Schedule A hereto.

WHEREAS, Buyer has offered to purchase the above-referenced Aircraft (as such term is more fully described and defined in Section 1.1 below) from Seller for a purchase price of Three Million Dollars (US$3,000,000.00) (the "Purchase Price") subject to certain terms and conditions.

WHEREAS, Buyer and Seller now desire to enter into this Agreement for the purpose of setting forth all of the terms and conditions pursuant to which Buyer shall buy and accept the Aircraft from Seller and Seller shall sell and deliver the Aircraft to Buyer.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements contained herein, the parties hereto agree as follows:

SECTION 1. PURCHASE AND SALE OF AIRCRAFT

1.1 Purchase and Sale. Subject to the terms and conditions set forth herein, Seller hereby agrees to sell and deliver to Buyer, and Buyer hereby agrees to buy and accept from Seller, the Airframe, Blades and Engines more fully described in the specifications attached hereto as Exhibit A (the "Specifications"), together with all avionics, equipment, components, appliances, accessories, instruments and other items installed in or attached to the Airframe, Blades and/or Engines (collectively the "Aircraft Components"), together with all loose equipment, if any, specific to the Aircraft as more fully described in Exhibit A, historical records required by applicable law to be maintained (including the same that are in Seller's possession or under Seller's control)

CONFIDENTIAL Subject to Protective Order IATS - 000441

SDNY_GM_02774546

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

EFTA_00261186

EFTA01339814

with respect to the Airframe, Blades, Engines or any Aircraft Components (other than Excluded Documents, as such term is defined below) and a complete, continuous from the date of manufacture to the Closing (as such term is hereinafter defined), up-to-date and accurate set of original English-language logbooks, flight, maintenance and inspection manuals, wiring diagrams, completion drawings and supporting technical publications, burn test certificates, task cards and evidence of parts traceability for all work performed and installed parts, together with all other documentation and technical information relating thereto, in Seller's possession or under Seller's control, all in compliance with the requirements of the manufacturers and the Federal Aviation Regulations (the "FAR") (collectively, the "Aircraft Documentation"). The Airframe, Engines, Blades, Aircraft Components and Aircraft Documentation are collectively referred to as the "Aircraft". For the sake of clarity, Seller shall not be required to deliver Aircraft Documentation containing (or, provided that it would not invalidate the same, Seller shall be entitled to redact from the Aircraft Documentation) Seller's confidential flight information, internal confidential or proprietary information unrelated to the operational control, condition or maintenance of the Aircraft including, without limitation, its passenger manifests, pilot assignments, non-business personal use tracking, accounting or tax records for the Aircraft, unless required by FAR recordkeeping requirements to be maintained with the Aircraft (the "Excluded Documents").

1.2 Assignment of Warranties and Service Contracts.

1.2.1 Transfer of Warranties. Effective as of the Closing (as such term is hereinafter defined in Section 5.1), Seller shall execute an assignment of warranties substantially in the form of Exhibit B hereto (the "Assignment of Warranties") and cooperate with Buyer to cause to be transferred and assigned to Buyer any and all warranties relating to the Aircraft to the extent such warranties are still in effect and transferrable. If any consent of an applicable warranty provider is required for any such warranty to be assigned, Seller agrees to take such other reasonable steps, at Buyer's request and at Buyer's expense, as will enable Buyer to receive the benefit of the assigned warranties and to process warranty claims directly with such warranty provider.

1.2.2 Service Contracts. Effective as of the Closing, Seller shall cooperate with Buyer to cause to be transferred and assigned to Buyer any and all of Seller's rights with respect to any and all repair or maintenance agreements or programs relating to the Aircraft that are in effect and transferrable or assignable. Such rights shall include without limitation, any subscriptions maintained by Seller to any computerized maintenance programs and any maintenance service programs or other similar agreements as applicable, including, without limitation, the contracts described on Schedule 1.2.2 (collectively, "Service Contracts"). Seller shall be responsible for and shall have paid any and all sums owing to providers of Service Contracts with respect to all periods prior to the Closing. Buyer shall be responsible for and shall pay any fees associated with the transfer or assignment of such Service Contracts. Buyer, at its election, may terminate any Service Contracts after the Closing or choose not to have any Service Contract transferred or assigned. Seller shall cooperate with Buyer to obtain acceptance and acknowledgement by the provider of each such Service Contract of the transfer or assignment of each such Service Contract.

1.3 Payment Terms. Buyer shall pay the Purchase Price to Seller in accordance with the following schedule:

1.3.1 Deposit. Buyer has previously deposited the sum of Five Hundred Thousand Dollars (US$500,000.00) (the "Deposit") with Insured Aircraft Title Service, LLC, 21 E. Main Street, Suite 100, Oklahoma City, OK 73104 Attn: Joan Roberts

CONFIDENTIAL Subject to Protective Order IATS - 000442

SDNY_GM_02774547

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

EFTA_00261187

EFTA01339815

("Escrow Agent") as and for a deposit against the Purchase Price to be held subject to the terms and conditions of this Agreement. Buyer shall instruct Escrow Agent to maintain such Deposit in a segregated account designated for the transactions contemplated herein.

1.3.2 Deposit of Purchase Price. Except as provided below, the balance of the Purchase Price shall be deposited with Escrow Agent on or prior to the Closing Date (as such term is hereinafter defined in Section 5.1). On or prior to the Closing Date, Buyer shall submit written instructions to Escrow Agent to disburse the Purchase Price to Seller, upon satisfaction by Seller or waiver by Buyer, of each of the conditions, covenants and agreements to be performed by Seller herein.

1.3.3. Source of Funds. Buyer confirms that the Deposit has been deposited with Escrow Agent exclusively with respect to the sale of the Aircraft by Seller to Buyer as contemplated by this Agreement and for no other transaction, person, or purpose, including, without limitation, any planned or subsequent sale of the Aircraft by Buyer. Buyer further confirms as a condition precedent to Seller's obligations hereunder that the funds constituting the Deposit and the Purchase Price have been or will be deposited with Escrow Agent from Buyer's account or, if such funds originated from an account other than in the name of Buyer, such funds have been or will be unconditionally and irrevocably assigned by the depositor for use as the Deposit or the Purchase Price, as applicable solely in connection with this Agreement.

1.4 Condition of the Aircraft at Delivery. As a condition precedent to Buyer's obligation to pay the Purchase Price and to accept delivery of the Aircraft, Seller shall tender the Aircraft for delivery:

(i) in substantial conformity with the Specifications in all material respects;

(ii) with all Aircraft Documentation demonstrating that the Aircraft has been maintained in accordance with the Federal Aviation Administration ("FAA") mandated and/or manufacturer recommended maintenance programs;

(iii) with a current and valid U.S. Certificate of Airworthiness for the Aircraft and such Airworthiness Certificate shall be without any special conditions, restrictions or limitations of any kind or nature (except those common to aircraft of the same vintage and model as the Aircraft);

(iv) as a United States registered Aircraft owned by a "citizen of the United States" as such term is defined in § 40102(a)(15) of the Federal Aviation Act;

(v) up to date and current on all airworthiness directives, mandatory service bulletins, mandatory service letters with due dates on or before the Closing and with all calendar-based, cycle-based and time-based maintenance and inspections due on or before the later of April 30, 2019 and the date of Closing completed without deferments or extension, and returned to service, provided, however, that Buyer shall pay the labor costs associated with the performance of any and all inspections set forth in the Pre-Purchase Inspection as such term is hereinafter defined) and failure by Buyer or the Inspection Facility (as such term is hereinafter defined) to perform such inspections shall not be deemed to constitute a failure of

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Seller to place the Aircraft in Delivery Condition as such term is hereinafter defined) with respect to such inspections;

(vi) airworthy and fully operative within manufacturer's specifications and tolerances with all systems and components properly operational, airworthy within manufacturers' specifications and tolerances, if any;

(vii) all Service Contracts shall be eligible for transfer to the Buyer at or subsequent to Closing without payment of any fees or costs other than customary transfer fees and with all payments and other obligations due under such Service Contracts, if any, to providers of Service Contracts with respect to periods prior to the Closing paid or performed;

(viii) subject to clause (ix) below, in the same condition as at the completion of the Pre-Purchase Inspection (as hereinafter defined in Section 2.1), and Evaluation Flight(s) (as hereinafter defined and referred to in Sections 2.2 and 3.2), ordinary wear and tear excepted, taking into account any additional hours, cycles and/or time incurred in connection with the performance of this Agreement;

(ix) with all Discrepancies (as hereinafter defined in Section 2.3) and all other mutually agreed items noted on the Post-Inspection Notice corrected in accordance herewith;

(x) with no outstanding engineering dispositions, technical variances (or manufacturer's equivalent) or operation limitations issued against the Aircraft or any portion thereof and no non-standard or repetitive inspection intervals or any other requirement of a modification to the normal life limitation, overhaul or inspection interval of the Aircraft or any portion thereof; and

(xi) with no history of Material Damage or Material Corrosion.

The condition of the Aircraft described in this Section 1.4 hereof is hereinafter collectively referred to as the "Delivery Condition"). Notwithstanding anything set forth to the contrary in Section 1.4 (v) above, if during or as a result of any calendar-based, cycle-based and time-based maintenance and inspection performed by the Inspection Facility as part of the Pre-Purchase Inspection, the Inspection Facility determines that any items require repair, replacement or other correction, the costs and expenses of such repair, replacement or other correction, including the labor costs associated with such repair, replacement or other correction, are the responsibility of Seller, and not Buyer, and such items shall be deemed to be Discrepancies under Section 2.3 hereof.

1.5 Damage and Corrosion. For purposes of this Agreement:

"Material Damage" means any damage or repair of damage other than as disclosed by Seller on Exhibit A hereto (A) the repair of which resulted in or would require the issuance of an FAA Form 337 if completed by a repair station other than the manufacturer (whether or not an FAA Form 337 has actually been issued); (B) that requires or results or resulted in any deviation from the original approved manufacturer's aircraft build specification or standard production configuration; (C) the repair of which constituted or would constitute a "major repair" as such term is defined in 14 CFR Part 43, Appendix A; or (D) a lightning strike.

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"Material Corrosion" means any corrosion that (A) cannot be repaired, rectified and terminated on a non-recurring basis such that the Aircraft can be returned to service without a requirement of repetitive or recurring inspections which deviate from the Aircraft manufacturer's normal maintenance procedures or requires modifications to the normal component life limitations, overhaul and/or inspection intervals for the Aircraft; (B) is materially dissimilar when compared to the same type of aircraft of similar age and total time since new; or (C) exceeds manufacturer's published tolerances for corrosion to a significant degree.

SECTION 2. PRE-PURCHASE INSPECTION AND EVALUATION FLIGHT.

2.1. Pre-Purchase Inspection. Buyer's obligation to purchase the Aircraft is subject to the completion of a pre-purchase inspection on the Aircraft to be performed by Associated Aircraft Group at its facilities of located at 32 Griffith Way, Hudson Valley Regional Airport, Wappingers Falls, New York 12590 (the "Inspection Facility") as set forth in the workscope for the same identified as Associated Aircraft Group, Inc. Customer Estimate, Work Order Quote: Q775-03-2019 and attached as Schedule 2.1 hereto, (the "Pre-Purchase Inspection"). Completion of the Pre-Purchase Inspection shall be evidenced by the Inspection Facility's delivery to Buyer and Seller of the Pre-Purchase Inspection report (the "Inspection Report"). In addition, the Pre-Purchase Inspection shall include, but not be limited to, confirmation that the Aircraft is in Delivery Condition, an inspection of the interior, exterior, Airframe, Blades, Engines, and Aircraft Components, and an inspection and review of the Aircraft Documents, all as more fully described on Schedule 2.1. The costs and expenses of the Pre-Purchase Inspection shall be borne by Buyer. Buyer shall prepay the estimated costs and expenses of the Pre-Purchase Inspection in advance of its commencement. The costs and expenses of positioning the Aircraft to the Inspection Facility shall be borne by Buyer. The Pre-Purchase Inspection shall commence on April 12, 2019 or as soon thereafter as the Inspection Facility's schedule can accommodate.

2.2 Evaluation Flight. The Pre-Purchase Inspection shall, at Buyer's option, include an Evaluation Flight of the Aircraft not to exceed ninety (90) minutes in duration (the "Evaluation Flight"), provided, however, that the Evaluation Flight may be extended in duration, if and to the extent required by the Inspection Facility to return the Aircraft to service and/or to verify that the Aircraft is in Delivery Condition. The Evaluation Flight shall be completed within three (3) Business Days of the completion of the other portions of the Pre-Purchase Inspection; provided, however, that Buyer shall have the right to request a confirmation flight as provided in Section 3.2 below. Except as expressly provided in this Section 2.2, Buyer shall have no liability in connection with the Evaluation Flight. The Evaluation Flight shall be conducted under the command and operational control of Seller or the Inspection Facility but Buyer shall have the right to have up to two (2) representatives aboard the Aircraft representing Buyer's interests. The cost of the Evaluation Flight shall be borne by Buyer at the Movement Cost Rate (as hereinafter defined in Section 2.5).

2.3 Discrepancies. For the purposes of this Agreement a "Discrepancy" shall be defined as any condition which (i) in the reasonable determination of Inspection Facility causes the Aircraft not to conform to the Delivery Condition, (ii) in the opinion of the Inspection Facility must be repaired or remediated in order to return the Aircraft to service and/or (iii) results in a determination by the Inspection Facility that the Aircraft has not been maintained in accordance with FAA mandated and/or manufacturer

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recommended maintenance programs, that the Aircraft does not conform to any applicable airworthiness directive or mandatory service bulletins due on or before the Closing Date (as such term is hereinafter defined) or that, subject to the provisos related to and set forth in Section 1.4 (v) any calendar-based, cycle-based and time-based maintenance and inspection due on or before the later of April 30, 2019 and the Closing Date have not been completed and/or that the Aircraft does not conform to the Specifications.

2.4 Post-Inspection Notice. Not later than 5:00 PM Eastern time of the third (3rd) Business Day (as hereinafter defined in Section 12.9) following the completion of the Pre-Purchase Inspection and the Evaluation Flight and the receipt by Buyer of the final Inspection Report from the Inspection Facility, Buyer shall deliver an executed notice in the form attached hereto as Exhibit C (the "Post-Inspection Notice") to Seller. The Post-Inspection Notice shall indicate Buyer's election in its sole discretion to either (i) reject the Aircraft; or (ii) accept the Aircraft conditioned on (a) correction by Seller of any and all Discrepancies and all Additional Remediation Items (as such term is hereinafter defined) identified therein at Seller's cost and expense, (b) the Aircraft being in Delivery Condition at Closing (as hereinafter defined) and (c) satisfaction of the closing conditions set forth in Section 5 of this Agreement. Seller agrees to countersign a properly tendered Post-Inspection Notice within three (3) Business Days of receipt thereof. Seller hereby agrees to repair or remediate any and all Discrepancies and, subject to the provisions of the next succeeding paragraph, any and all Additional Remediation Items properly identified in the Post-Inspection Notice.

Upon delivery by Buyer of a Post-Inspection Notice conditionally accepting the Aircraft and the delivery by Seller to Buyer of a countersigned counterpart thereof agreeing to correct all Discrepancies and other items identified therein (the latter being sometimes referred to herein as "Additional Remediation Items" and for the avoidance of doubt, no item shall be deemed to be an "Additional Remediation Item" unless expressly agreed to in writing by Seller in its sole discretion), the Deposit shall, subject to performance of Seller's obligations hereunder, be deemed non-refundable. For the avoidance of doubt, Seller shall be under no duty, obligation or liability to agree to repair or remediate any item or condition, including, without limitation any Additional Remediation Item, other than a Discrepancy or to execute and return a Post-Inspection Notice with proposed Additional Remediation Items unless such Additional Remediation Items have been agreed to by Seller. Seller's delivery of a countersigned counterpart of the Post-Inspection Notice shall constitute Seller's irrevocable confirmation of Seller's commitment to authorize the Inspection Facility to promptly correct and/or remediate at Seller's cost and expense any and all Discrepancies to the satisfaction of the Inspection Facility and any and all Additional Remediation Items to the reasonable satisfaction of the Buyer. In the event that Seller does not agree to remediate or repair any and all Additional Remediation Items, Seller shall return to Buyer a countersigned counterpart of the Post-Inspection Notice identifying only those Additional Remediation Items, if any, agreed to by Seller within such three (3) Business Day period. Within one (1) Business Day after Buyer receives Seller's countersigned counterpart of the Post-Inspection Notice which agrees to anything less than all of Buyer's requested Additional Remediation Items, Buyer in its sole discretion, by written notice to Seller, may either reject the Aircraft or accept the Aircraft conditionally based on the countersigned counterpart of the Post Inspection Notice that Buyer received from Seller which conditional acceptance shall be evidenced by executing and returning a revised Post-Inspection Notice setting forth those Additional Remediation Items agreed to by Seller. In the event of such conditional acceptance, the Deposit shall, subject to performance of Seller's obligations hereunder, be deemed non-refundable. Buyer's failure to timely return a Post-Inspection Notice agreeing to Seller's agreed to list of Additional Remediation Items as set forth

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above shall constitute a conditional acceptance of the Aircraft based on the Discrepancies previously identified by Buyer and the Additional Remediation Items agreed to by Seller. In the event of a dispute as to whether any condition constitutes a "Discrepancy" as defined herein, the parties agree that the decision of the Inspection Facility with respect thereto shall be conclusive and binding on both parties.

For the avoidance of doubt, unless otherwise agreed by Seller, Seller's obligation to correct any items identified on the Post-Inspection Notice is limited solely to Discrepancies, although Buyer may list proposed Additional Remediation Items that are not Discrepancies for consideration by Seller, and, subject to Buyer's right to reject the Aircraft in the event Seller does not agree, Seller may agree or disagree to correct any such Additional Remediation Items.

Notwithstanding anything to the contrary set forth in this Agreement, including, without limitation, Section 8 hereof, in the event that Buyer in its sole discretion elects to reject the Aircraft, including, without limitation as a result of Seller's failure to agree to remediate or repair any or all Additional Remediation Items, Buyer may, at its option, terminate this Agreement by written notice to Seller and Escrow Agent. Upon such termination, Escrow Agent shall, upon written instructions from Buyer, release the Deposit to Buyer. The rights to terminate this Agreement, to receive a refund of the Deposit shall constitute Buyer's sole and exclusive legal and equitable remedies in connection with any such termination and Buyer waives any other remedies that may be available to it at law or in equity in connection therewith.

Notwithstanding anything to the contrary set forth in this Agreement, including, without limitation, Section 8 hereof, in the event that, after conditional acceptance of the Aircraft by Buyer, Seller fails to perform its obligations pursuant to Section 2 hereof, including, without limitation, any failure by Seller to countersign a properly tendered Post-Inspection Notice within three (3) Business Days of receipt thereof, or any failure or refusal to repair or remediate any and all Discrepancies and any and all Additional Remediation Items, Buyer may, at its option, terminate this Agreement by written notice to Seller and Escrow Agent. Upon such termination, and upon written instructions from Buyer, Escrow Agent shall release the Deposit to Buyer unless Seller has notified Escrow Agent in writing that it does not consent to the release of the Deposit within five (5) Business Days of the receipt of Seller's notice as set forth in the preceding sentence. The rights to terminate this Agreement and to receive a refund of the Deposit shall constitute Buyer's sole and exclusive legal and equitable remedies in connection with any such termination, and Buyer waives any other remedies that may be available to it at law or in equity in connection therewith.

Notwithstanding anything to the contrary set forth in this Agreement, including, without limitation, Section 8 hereof, in the event that Buyer fails to execute and deliver a properly tendered Post-Inspection Notice by the time provided in Section 2.4 hereof, Seller may, at its option, terminate this Agreement by written notice to Buyer and Escrow Agent. Upon any such termination, Escrow Agent shall release the Deposit to Buyer (less Buyer's one-half share of any applicable escrow fees and expenses), and Buyer shall pay any outstanding amounts due to the Inspection Facility in respect of the Pre-Purchase Inspection relating to the direct labor costs of the Pre-Purchase Inspection, but not any remediation costs (and not labor costs associated with such remediation), and shall pay Seller any unpaid Movement Costs in connection with positioning the Aircraft to the Inspection Facility, and thereafter neither party hereto shall have any further obligation or liability to the other with respect to the Aircraft or this Agreement. Seller's right to terminate this Agreement, and for Buyer to make such payments to the Inspection Facility and to Seller, respectively, upon such termination, shall constitute Seller's sole and

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exclusive legal and equitable remedies in connection with Buyer's failure to execute and deliver said Post-Inspection Notice, and Seller waives any other remedies that may be available to it at law or in equity in connection therewith.

2.5 Movement Costs. The costs and expenses of any movement of the Aircraft (the "Movement Costs") expressly set forth as the obligations of the Buyer hereunder shall be calculated at a rate of $875.00 per flight hour (the "Movement Cost Rate").

SECTION 3. DELIVERY AND TRANSFER OF TITLE.

3.1 Location of Closing. On the Closing Date, Seller shall tender the Aircraft to Buyer, in the Delivery Condition at the Inspection Facility, or such other location as is mutually acceptable to the parties (the "Delivery Location"). Seller agrees that it will honor reasonable requests of Buyer with respect to the location of the transfer of title contemplated hereunder so as to minimize Buyer's tax liability in connection therewith, provided, however, that, unless otherwise expressly set forth herein, the costs and expenses of compliance with such requests, including, without limitation, any Movement Costs at the Movement Cost Rate, shall be borne by Buyer. Buyer shall pay the Movement Costs of any flight necessary to position the Aircraft to any Delivery Location other than the Inspection Facility at the Movement Cost Rate.

3.2 Final Review by Buyer. At the time of transfer of title to the Aircraft Buyer may, at its option, make a reasonable review of the Aircraft and the Aircraft Documentation to determine that the Aircraft has not suffered any damage and conforms to the conditions, including, but not limited to, the Delivery Condition, required by this Agreement.

In addition, if the Inspection Facility determines that one or more additional flights are necessary to verify the correction of any Discrepancy, Seller shall , at Buyer's request, conduct such necessary verification flight(s) prior to the Closing ("Verification Flight"). Seller shall bear the costs and expenses incurred in connection with such Verification Flight(s). If in the course of conducting the final inspection, including during any Verification Flight(s), any Discrepancies are found, such Discrepancies shall, unless otherwise mutually agreed upon in writing by the parties, be corrected or caused to be corrected by Seller, at Seller's cost and expense, prior to Closing.

3.3 Aircraft Bills of Sale. On or prior to the Closing Date, Seller shall submit in escrow to Escrow Agent all such documentation as may be required by the FAA Civil Aviation Registry to transfer good and marketable title to the Aircraft including without limitation, (i) a properly executed undated FAA approved form of Aircraft Bill of Sale (AC Form 8050-2) ("FAA Bill of Sale") transferring title and ownership of the Aircraft to Buyer, (ii) a properly executed undated Warranty Bill of Sale in the form of that attached hereto as Exhibit D ("Warranty Bill of Sale") and (iii) releases, in form and substance reasonably satisfactory to Buyer and Escrow Agent ("Releases"), of any Liens (as such term is defined below) filed and/or recorded at the FAA Civil Aviation Registry, (items (i), (ii) and (iii) above, the "Title Documents"). Upon filing of the Title Documents and the Aircraft Registration Application (AC Form 8050-1) duly executed by or on behalf of Buyer at the FAA Civil Aviation Registry and upon effecting registration of a sale of the Airframe and Engines in favor of Buyer at the International Registry (as such term is hereinafter defined in Section 11.6), Escrow Agent shall have all of the necessary documents in order for it to determine that Buyer is the registered owner of the Aircraft free and clear of any Liens.

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For purposes of this Agreement, the term "Liens" shall include liens, encumbrances, security interests, international interests, mortgages, leases, charges, claims and/or interests in favor of any third party (other than those created by, through or under Buyer) on the Aircraft, including, without limitation, any such interests (i) filed and/or recorded at the FAA Civil Aviation Registry, (ii) registered at the International Registry (as such term is hereinafter defined), (iii) international interests, prospective international interests, sales and/or prospective sales (as such terms are defined in the Cape Town Convention) filed and or recorded at any state or local filing office, including, without limitation, any office designated for the filing of UCC-1 Financing Statements, judgments, lis pendens, notices of taxes, tax liens or proceedings, bankruptcy and insolvency proceedings and notices thereof.

3.4 Delivery and Acceptance Certificate. On or prior to the Closing Date, Buyer shall signify its acceptance of the Aircraft and the condition thereof by executing a delivery and acceptance certificate acknowledging delivery and acceptance of the Aircraft (the "Delivery and Acceptance Certificate") and by deposit of the Purchase Price for the Aircraft with Escrow Agent. The Delivery and Acceptance Certificate shall be substantially in the form as set forth in Exhibit E attached hereto and made a part hereof.

3.5 Risk of Loss. Seller shall keep the Aircraft fully insured and bear the risk of loss, damage or destruction to the Aircraft until Closing. Risk of loss, damage or destruction to the Aircraft shall pass from Seller to Buyer at Closing. The occurrence of any event of loss or damage which prevents the Closing shall be deemed a termination by mutual agreement of the parties pursuant to Section 8.1 hereof.

3.6. As-Is Sale. **THE AIRCRAFT IS A USED AIRCRAFT AND IS BEING SOLD ON AN "AS IS, WHERE IS" BASIS, AND SELLER DISCLAIMS AND BUYER WAIVES ALL IMPLIED WARRANTIES, GUARANTEES, OR REPRESENTATIONS OF ANY KIND OR NATURE (EXCEPT AS PROVIDED HEREIN OR IN THE WARRANTY BILL OF SALE), ARISING BY LAW, EQUITY OR OTHERWISE, WITH RESPECT TO THE AIRCRAFT INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION WITH RESPECT TO THE AIRWORTHINESS OR CONDITION OF THE AIRCRAFT, ANY OBLIGATION OR LIABILITY IN TORT, NEGLIGENCE OR WITH RESPECT TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, LOSS OF USE OR PROFITS, OR CONSEQUENTIAL DAMAGES AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, LOSS OF USE, LOSS OF PROFIT OR USAGE OF TRADE.** Notwithstanding the foregoing, Seller represents and warrants that at Closing: Seller will have full power and lawful authority to transfer full legal title and beneficial ownership to Buyer and all rights, title and interest in and to the Aircraft will be transferred to Buyer, free and clear of all Liens and except as may be specifically agreed upon by Buyer, with no leased or loaned equipment installed thereon.

SECTION 4. TAXES

Seller shall be responsible for, and indemnify Buyer against, the payment of any franchise, sales, use, property and other or similar taxes, duties or assessments related to the Aircraft and/or its ownership, use or operation prior to the Closing that may be imposed by any governmental authority, except for taxes measured by Buyer's income or assets or franchise taxes imposed on Buyer.

Buyer shall be responsible for, and indemnify Seller against, the payment of any franchise, sales, use, property and other or similar taxes, duties or assessments related to

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SDNY_GM_02774554

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

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the Aircraft that may be imposed by any governmental authority in connection with the sale and transfer of the Aircraft as herein contemplated or related to the Aircraft and/or its ownership, use or operation as of and/or subsequent to the Closing, except for taxes measured by Seller's income or assets or franchise taxes imposed on Seller.

Unless the Closing occurs in a jurisdiction in which there is no sales or similar tax, Seller's obligation to transfer title hereunder is conditioned upon evidence of payment by Buyer of any applicable sales or similar taxes or demonstration to Seller's reasonable satisfaction of the eligibility of such transfer for an exemption from sales and similar taxes, including, without limitation, the providing of required forms of documents, affidavits and/or evidence of the location of the Aircraft at the time of transfer.

The respective indemnification obligations of the parties under this Section 4 are conditioned upon the timely provision of notice of any claims which may give rise to an indemnification obligation by the party claiming an indemnification right.

The obligations and duties of the parties pursuant to this Section 4 survive the Closing.

SECTION 5. CLOSING.

5.1 Closing. The closing of the sale and purchase of the Aircraft (as more fully described in this Section 5, the "Closing") shall be within two (2) Business Days of Seller's delivery of the countersigned Post-Inspection Notice to Buyer and the correction of any and all Discrepancies, and any and all Additional Remediation Items, referred to therein, together with any and all Discrepancies arising after the date of the Post-Inspection Notice but prior to the Closing as evidenced by (i) if applicable, the Aircraft's return to service by the Inspection Facility and/or (ii) confirmation by the Inspection Facility or Buyer that all such Discrepancies and other agreed items have been fully and properly corrected, but in no event later than June 28, 2019 (the "Closing Date") unless extended by the mutual written consent of Buyer and Seller which consent shall not be unreasonably withheld.

5.2 Conditions to Buyer's Obligation to Purchase. The obligation of Buyer to purchase the Aircraft from Seller is subject to the satisfaction by Seller or, if applicable, the waiver by Buyer of each of the following conditions on or prior to the Closing Date: (i) Seller shall have delivered, or shall have caused to be delivered to Escrow Agent, the Title Documents, (ii) there shall be no Liens of record or otherwise affecting the Aircraft, other than Liens which will be released at Closing, (iii) the Aircraft shall be in Delivery Condition, (iv) each and all of the representations and warranties, if any, made by Seller shall be true and correct on and as of the Closing Date and (v) Seller shall have performed or complied with all other agreements, covenants and conditions required by this Agreement to be performed or complied with by Seller, on or prior to the time of the Closing.

5.3 Conditions to Seller's Obligation to Sell. The obligation of Seller to sell the Aircraft to Buyer is subject to the satisfaction by Buyer or, if applicable, the waiver by Seller of each of the following conditions on or prior to the Closing Date: (i) Buyer's delivery to Escrow Agent of the Purchase Price, (ii) Buyer's performance or compliance with all other agreements, covenants and conditions required by this Agreement and (iii) Buyer shall have accepted the Aircraft in accordance with the provisions of Section 3.4.

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5.4 Deliveries at Closing. Upon confirmation by Buyer and Seller of satisfaction of the foregoing conditions to Closing and receipt by Escrow Agent of each of the Title Documents and confirmation by Escrow Agent that the Aircraft is free and clear of Liens of record at the FAA Civil Aviation Registry and the International Registry other than those Liens which will be discharged out of funds and/or documents then held by Escrow Agent, (i) Seller shall deliver the Aircraft to Buyer, and Buyer and Seller shall execute and exchange the Delivery and Acceptance Certificate, (ii) Escrow Agent shall (a) date and cause the FAA Bill of Sale, the Aircraft Registration Application, any Releases and any other documents necessary to effect the transfer of title to Buyer or its assignee contemplated hereunder to be filed with the FAA Civil Aviation Registry for the benefit of Buyer, (b) date and release the Warranty Bill of Sale to Buyer, (c) effect the registrations contemplated by Section 11.4 hereof and (d) disburse the Purchase Price in immediately available funds as directed by Seller, less (w) any amounts applied by Escrow Agent to cause the release of Liens, (x) mutually agreed adjustments, if any, (y) Seller's share of the expenses set forth in Section 5.5 and (z) any amount payable to Service Contract providers in accordance with Section 1.2.2. All documents and other items to be delivered at Closing shall be deemed to have been delivered simultaneously, and no delivery shall be effective until all such items have been delivered.

5.5 Fees and Costs. Seller shall, at its cost and expense, cause all Liens against the Aircraft to be discharged. The fees and expenses of Escrow Agent shall be shared equally by Buyer and Seller.

5.6 Timing of Closing. The parties intend that all actions to be taken in Section 5 shall occur simultaneously. The transaction shall be closed and the "Closing" shall have occurred upon the release of the Title Documents for filing at the FAA Civil Aviation Registry which, absent a significant delay between the release and filing thereof, shall be deemed to be the filing time of the FAA Bill of Sale at the FAA Civil Aviation Registry. In addition, the parties agree to accommodate the reasonable requests of their respective institutions which have provided or will provide financing for the Aircraft with respect to timing and sequencing of the filing of documents and the release of funds.

5.7 International Registry. Effective upon completion of the steps set forth in Section 5.4 above, the parties hereby authorize, and Seller shall cause Owner to authorize, Escrow Agent to effect the filings set forth in Section 11.4 hereof on the International Registry. Prior to the Closing, Buyer will not consent to the registration on the International Registry of a prospective international interest regarding the Airframe or Engines.

SECTION 6. SELLER'S REPRESENTATIONS.

Seller represents and warrants as of the date hereof and as of the Closing:

6.1 Ownership and Title. Seller is and will be, the owner of the Aircraft free and clear of any Liens, except for Liens, if any, that shall be removed at Closing and that Seller shall convey good and marketable title to the Aircraft to Buyer at Closing free and clear of all Liens.

6.2 Authority. The execution and delivery by Seller of this Agreement and the other documents required hereby have been duly authorized by all necessary action on the part of Seller. Seller has the requisite power and authority to enter into this Agreement, to consummate the closing of the sale of the Aircraft contemplated herein, including the power to execute this Agreement and each of the other documents required hereby and to perform its obligations hereunder. This Agreement constitutes and the Title Documents

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executed by Seller and any other documents required to be executed by Seller under this Agreement when executed will constitute the legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their terms.

6.3 Warranties Assignable. Each of the warranties received by Seller at the time of purchase of the Aircraft and any extensions thereof, including without limitation, those relating to the Airframe, Blades, Engines and Aircraft Components, together with any warranties given by any manufacturers, repairers, installers or other providers of parts and/or services with respect to the Aircraft or any portion thereof shall, to the extent assignable, be assigned to Buyer at Closing. Seller has not engaged in any activity with respect to its ownership of the Aircraft, which resulted in or could result in any warranty becoming void, terminated or subject to termination.

6.4 Commissions. Neither the Seller nor any of its agents or employees has engaged any person or incurred any liability for the payment to any person of any fee or commission in connection with the sale of the Aircraft as herein contemplated that is or could become the obligation of Buyer. Seller hereby agrees that it shall be responsible for and pay the fees and expenses of any broker or dealer, including, without limitation, Guardian Jet, engaged by Seller in connection with the sale of the Aircraft.

6.5 Non-Contravention. The execution of this Agreement, the Title Documents executed by Seller and any other documents required to be executed by Seller under this Agreement and the consummation of the transactions contemplated hereby do not (x) breach any provision of the certificate of formation, operating agreement or other governing or organizational documents of Seller; (y) violate any law, statute, rule or regulation, judgment, order, writ, injunction or decree of any court, administrative agency or governmental body having jurisdiction over Seller or the Aircraft; or (z) violate or constitute a default under any contract or agreement to which Seller is a party or by which its property or assets are bound.

SECTION 7. BUYER'S REPRESENTATIONS.

Buyer represents and warrants as of the date hereof and as of the Closing:

7.1 Authority. The execution and delivery by Buyer of this Agreement and the other documents required hereby have been duly authorized by all necessary action on the part of Buyer. Buyer has the requisite power and authority to enter into this Agreement, to consummate the closing of the purchase of the Aircraft contemplated herein, including the power to execute this Agreement and each of the other documents required hereby and to perform its obligations hereunder. This Agreement constitutes and any other documents required to be executed by Buyer under this Agreement when executed will constitute the legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with its terms.

7.2 Commissions. Neither Buyer nor any of its agents or employees has engaged any person or incurred any liability for the payment to any person of any fee or commission in connection with the purchase of the Aircraft as herein contemplated that is or could become the obligation of Seller. Buyer agrees that it shall be responsible for and pay the fees and expenses of any broker or dealer engaged by Buyer in connection with the acquisition of the Aircraft.

7.3 Non-Contravention. The execution of this Agreement and any other documents required to be executed by Buyer under this Agreement and the consummation of the transactions contemplated hereby do not (x) breach any provision of the certificate

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

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of formation, corporate charter, operating agreement or other governing or organizational documents of Buyer; (y) violate any law, statute, rule or regulation, judgment, order, writ, injunction or decree of any court, administrative agency or governmental body having jurisdiction over Buyer; or (z) violate or constitute a default under any contract or agreement to which Buyer is a party or by which its property or assets are bound.

SECTION 8. TERMINATION OF AGREEMENT.

8.1 Termination by Mutual Agreement. This Agreement may be terminated by mutual written agreement of Buyer and Seller at any time prior to the Closing. Upon any such termination by mutual agreement, Escrow Agent shall disburse the Deposit and any other amounts paid by Buyer to the Escrow Agent in accordance with the mutually agreed instructions from Seller and Buyer, Escrow Agent shall return to the original transmitting party any Title Documents, the Registration Application or any other documents transmitted to Escrow Agent, and thereafter neither party hereto shall have any further rights against or obligations to the other.

8.2 Termination by Buyer. Except as may be set forth in Section 2 with respect to breach or non-performance of Seller's obligations set forth in such Section 2, provided that Buyer is not otherwise then in default of any material provision of this Agreement, Buyer shall have the right to terminate this Agreement prior to Closing if Seller breaches or fails to perform any of its duties, obligations or liabilities set forth herein, provided, however that prior to any such termination, Buyer shall provide Seller and Escrow Agent with written notice of Buyer's intent to terminate and Seller shall have five (5) Business Days thereafter to cure any such default or failure to perform. Upon such termination, Escrow Agent shall, upon Buyer's written request, release the Deposit and any other amounts paid by Buyer to Escrow Agent to Buyer. Escrow Agent shall return to Buyer the Registration Application and any other documents which Buyer previously transmitted to Escrow Agent in connection with this Agreement. In addition and subject to Section 8.4 hereof, Buyer shall have the right to recover from Seller all reasonable and documented out-of-pocket costs and expenses incurred directly in connection with this Agreement, including, without limitation, Movement Costs incurred and paid, costs and expenses incurred in connection with the Pre-Purchase Inspection and/or Evaluation Flight and costs and expenses of counsel, Escrow Agent, and the recovery of such amounts shall constitute Buyer's sole and exclusive legal remedies in connection with any such termination and Buyer waives any other remedies that may be available to it at law or in equity in connection therewith.

8.3. Termination by Seller. Except as may be set forth in Section 2 with respect to breach or non-performance of Buyer's obligations set forth in such Section 2, provided that Seller is not otherwise then in default of any material provision of this Agreement, Seller shall have the right to terminate this Agreement prior to Closing if Buyer breaches or fails to perform any of its duties, obligations or liabilities set forth herein, provided, however that prior to any such termination, Seller shall provide Buyer and Escrow Agent with written notice of Seller's intent to terminate and Buyer shall have five (5) Business Days thereafter to cure any such default or failure to perform. Upon such termination, Escrow Agent shall, upon Seller's written request, release the Deposit to Seller as liquidated damages for Seller's loss of bargain hereunder, the release of which Deposit shall constitute Seller's sole and exclusive remedy under this Agreement and Seller waives any other remedies that may be available to it at law or in equity in connection therewith. Each party acknowledges and represents that the liquidated damages amount provided for in this Section 8.3 is a reasonable estimate of the damages that would be incurred by Seller in the event Buyer defaults on Buyer's obligations under

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

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this Agreement. In addition, Seller shall have the right to recover from Buyer all Movement Costs incurred and unpaid by Buyer.

8.4 Force Majeure. The term "Force Majeure" means any cause beyond a party's reasonable control that prevents a party from meeting its obligations under this Agreement, including, but not limited to, acts of God or the public enemy, federal government shutdown, acts of terrorism, war or other outbreak of hostilities, civil commotion, actions of the elements (volcanic eruptions, earthquakes, etc.) or weather conditions and excludes for the avoidance of doubt labor disputes or strikes within a party's organization. A party shall promptly notify the other party that it will be unable to perform its obligations hereunder due to a Force Majeure. Such notifying party shall be referred to as the "Non-performing Party." In such event, the time for the Non-performing Party's performance shall be extended for the pendency of such event, provided, however, that if such non-performance is reasonably estimated to (or actually does) extend beyond sixty (60) days, either party hereto may at its option terminate this Agreement upon written notice to the other party and the Escrow Agent. In such event, the Escrow Agent shall: (i) deduct from the Deposit and pay to itself one-half (1/2) of any agreed upon escrow fees payable to the Escrow Agent; and (ii) remit the balance of the Deposit (with deduction for Movement Costs, if any, which were to be paid by Buyer but which remain unpaid) to Buyer. Thereafter, except for the provisions of this Agreement that are specified herein to survive its termination, neither party shall have any obligation or liability to the other with respect to the subject matter of this Agreement, except that Seller shall be responsible for the payment of one-half (1/2) of any agreed upon escrow fees to the Escrow Agent. The failure to pay the Purchase Price shall in no event constitute Force Majeure unless there exists a system-wide banking failure or interruption in service in the United States impacting such payment.

8.4 Consequential Damages. Notwithstanding anything to the contrary set forth herein with respect to any breach of obligation, duty or liability or with respect to any indemnification obligation, neither Seller nor Buyer shall be liable for any indirect, consequential, special, incidental and/or punitive damages of any kind or nature under any circumstances or, without limiting the foregoing, for any lost profits or any other losses or damages for or arising out of any lack or loss of use of the Aircraft.

SECTION 9. ASSIGNMENT AND DELEGATION

9.1 Assignment. This Agreement shall inure to the benefit of and be binding upon, each of the parties hereto and, except as expressly set forth below or in this Section 9, is not assignable by either party in whole or in part without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Buyer shall have the right to assign its rights hereunder and/or to cause Seller to transfer title to (i) any person or entity owned or controlled by or owned or under common control with Buyer, (ii) any owner trust or other entity formed for the purpose of allowing the Aircraft to be registered under the laws of the United States of America, or (iii) any financial institution in connection with the financing of Buyer's acquisition of the Aircraft; provided that in connection with any such assignment or title transfer (a) Buyer shall remain primarily obligated to fully perform its duties and obligations hereunder (including, without limitation, the payment of the Purchase Price) as if it were taking title in its own name, (b) such assignment or title transfer will not result in greater obligations or liabilities for Seller under this Agreement other than any obligation to acknowledge any such assignment, (c) Buyer will be responsible for all costs and expenses incurred in connection with such assignment of the right to receive title and (d) any such assignment shall be pursuant to an assignment and assumption agreement reasonably acceptable to Seller. Upon consummation of any

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

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such assignment, the assignee shall execute and deliver any escrow agreement executed in connection herewith and the Deposit shall continue to be retained pursuant to the terms hereof and such escrow agreement.

9.2 Delegation of Duties. The obligations of the parties under this Agreement may not be delegated in whole or in part, save and except to the extent accomplished as a result of an assignment by Buyer pursuant to Section 9.1.

9.3 Other Assignments Void. Except as otherwise provided in this Section 9, any assignment by a party of its rights or the delegation of its obligations under this Agreement shall be void and wholly without legal effect.

9.4 Successors. In the event Seller or Buyer is sold, merged, or otherwise consolidated with any other entity, the surviving or successor entity shall assume any and all liabilities and obligations of such party, including, without limitation those which survive the Closing. The obligations and duties set forth in this Section 9.4 survive the Closing and are enforceable against any successor or survivor.

SECTION 10. NOTICES

Any notice required to be given under this Agreement or by any applicable provision of law, shall be in writing and shall be given by hand delivery, overnight delivery service that provides delivery receipts on a priority basis or PDF attachment sent via e-mail. Notices shall be deemed to have been received one (1) Business Day after having been sent via overnight delivery service on a priority basis or on the Business Day on which hand delivered or sent by PDF attachment sent via e-mail without delivery failure. All notices to be delivered hereunder shall initially be addressed as follows:

To Seller:

ASI Wings LLC
151 Farmington Avenue
Hartford, CT

Attention: Steven Lapriore
Telephone: [redacted]
E mail:

With a Copies to:

CVS Pharmacy, Inc.
One CVS Drive
Woonsocket, RI 02895

Attention: Darin P. Smith, Senior Legal Counsel
Telephone: [redacted]
E mail:

and

Edward H. Kammerer
Hinckley, Allen & Snyder LLP
100 Westminster Street, Suite 1500
Providence, RI 02903

Telephone: [redacted]

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SDNY_GM_02774560

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

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E mail: [redacted]

To Buyer:

Hyperion Air, LLC
6100 Red Hook Quarter, B3
St. Thomas, U.S. Virgin Islands 00802

Attention: [redacted]
Telephone:
E mail:

With a Copy to:

Darren K. Indyke, Esq.
5300 W. Atlantic Avenue, Suite 602
Delray Beach, Florida 33484

Telephone: [redacted]
E mail:

Notices received on a day that is not a Business Day or after 5:00 PM EDT on a Business Day at the recipient's location shall be deemed to have been received on the next Business Day.

SECTION 11. CAPE TOWN TREATY PROVISIONS

11.1 Transacting User Entity. Prior to the Closing, Buyer and Seller shall each register as a "transacting user entity" (as such term is defined and used in the International Registry Procedures and International Registry Regulations) with the International Registry. Each party shall bear its own expense in doing so.

11.2 Cape Town Administrator. Each party shall provide to the other, as a condition to Closing, evidence that it has been approved by the International Registry as a transacting user entity, has duly registered with, is authorized to make filings with and has received all approvals from the International Registry, and has appointed an "administrator" (as such term is defined and used in the International Registry Procedures and International Registry Regulations).

11.3 Professional User Entity. Each party shall, as a condition to Closing, authorize Escrow Agent to act as, and shall designate Escrow Agent as, a "professional user entity" (as such term is defined and used in the International Registry Procedures and International Registry Regulations) to effect, amend, discharge and consent to registrations with respect to the Airframe and the Engines on its behalf. Neither party shall revoke such authorization until after the earlier to occur of (i) registration and consent to registration of the sale for the Airframe and the Engines with the International Registry following the filing with the FAA Civil Aviation Registry of the FAA Bill of Sale conveying the Aircraft to Buyer, or (ii) termination of this Agreement in accordance with its terms.

11.4 Filings. Each party shall cooperate to cause Escrow Agent, as a professional user entity, to file with the FAA Civil Aviation Registry a properly completed AC Form 8050-135, and to register and consent to the registration of the sale and releases of any conflicting international interests related to the Airframe and Engines with the International Registry immediately after filing of the FAA Bill of Sale and the Form 8050-135 with the FAA Civil Aviation Registry. Without limiting the foregoing,

CONFIDENTIAL Subject to Protective Order IATS - 000456

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

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Seller shall cause each holder of any conflicting international interests related to the Airframe and Engines at the International Registry to appoint Escrow Agent (or another party mutually acceptable to Seller and Buyer) as such holder's professional user entity for the purpose of effecting the release of such holder's conflicting international interest at the International Registry and to empower such professional user entity to release, at Closing, any such conflicting international interest.

11.5 Searches. Any Priority Search Certificate obtained by Escrow Agent from the International Registry with respect to the Aircraft shall identify the parties hereto as having the benefit of the search.

11.6 Definitions:

"Aircraft Protocol" means the official English language text of the Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment, adopted on 16 November 2001, at a diplomatic conference in Cape Town, South Africa and signed in Rome, Italy on May 9, 2003.

"Cape Town Convention" means, collectively, the Convention and the Aircraft Protocol.

"Convention" means the official English language text of the Convention on International Interests in Mobile Equipment, adopted on 16 November 2001, at a diplomatic conference in Cape Town, South Africa and signed in Rome, Italy on May 9, 2003.

"International Registry" means the international registry located in Dublin, Ireland, established pursuant to the Cape Town Convention.

"International Registry Procedures" means the official English language text of the Procedures of the International Registry issued by the supervisory authority thereof pursuant to the Cape Town Convention.

"International Registry Regulations" means the official English language text of the Regulations of the International Registry issued by the supervisory authority thereof pursuant to the Cape Town Convention.

11.7 Return of Deposit. Notwithstanding anything in this Agreement to the contrary, Buyer and Escrow Agent hereby agree that in the event of termination of this Agreement for any reason whatsoever, Escrow Agent shall not return the Deposit to Buyer unless and until Escrow Agent has searched the International Registry and determined that no interest has been filed or registered by Buyer or any person claiming by, through or under Buyer, against the Airframe or Engines. Seller shall pay all costs and expenses to search the International Registry database pursuant to this Section 11.7 unless the search reveals that any interest has been filed or registered against the Aircraft by Buyer or any person claiming by, through or under Buyer, in which case, Buyer shall pay all such costs and expenses.

11.8 Discharges. If, in the event of termination of this Agreement for any reason whatsoever, any interest, prospective interest, sale or prospective sale has been filed or registered against the Airframe or Engines by Buyer or any person claiming by, through or under Buyer, Buyer hereby irrevocably authorizes and directs Buyer's professional user entity to cause the discharge of any such filing or registration not later than two (2) Business Days after written notice from Seller or Seller's professional user

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SDNY_GM_02774562

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

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entity to Buyer or Buyer's professional user entity. Buyer agrees that Seller shall have all of the rights available to it under law or in equity, including the right of specific performance, to enforce Buyer's performance of its obligations under this Section 11.8. Notwithstanding anything in this Agreement to the contrary, Buyer agrees to be responsible for and upon demand to indemnify Seller from and to hold Seller harmless from and against any and all claims, demands, liabilities, damages, losses and judgments (including legal fees and all expenses) arising out of any breach by Buyer of any of its obligations under Section 11.7 and this Section 11.8. This indemnity obligation shall survive the termination of this Agreement for any reason.

SECTION 12. MISCELLANEOUS.

12.1 Waivers. Seller or Buyer may, by written notice to the other party, (i) extend the time for the performance of any of the obligations or other actions of the other party under this Agreement, (ii) waive compliance with any of the conditions or covenants of the other party contained in this Agreement or (iii) waive performance of any of the obligations of the other party to this Agreement. With respect to any power, remedy or right provided herein or otherwise available to any party to this Agreement, (a) no waiver or extension of time will be effective unless expressly contained in a writing signed by the waiving party and delivered as herein required and (b) no modification or impairment will be implied by reason of any previous waiver, extension of time, delay or omission of any party to this Agreement.

12.2 Amendments. This Agreement may only be amended or supplemented by written agreement of the parties hereto.

12.3 Expenses. Each of the parties hereto shall pay and discharge its own obligations with respect to the negotiation, preparation and execution of this Agreement and any other documents required herein, including without limitation, the cost of legal counsel, accountants and any other consultants or experts.

12.4 Entire Agreement. This Agreement, its exhibits and any schedules attached hereto, shall constitute the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all prior agreements, understandings, oral or written, between the parties hereto with respect to the purchase and sale of the Aircraft, including without limitation, any offer to purchase or any other offer letter or acceptance letter previously executed by or on behalf of the parties hereto. No representation, warranty, promise, inducement or statement not otherwise contained herein shall be binding on either party hereto, nor shall either party hereto be bound by, or be liable for, any alleged representation, warranty, promise, inducement or statement not herein set forth.

12.5 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, determined without regard to conflicts of law principles other than Sections 5-1401 and 5-1402 of the New York General Obligations Law. If any provision of this Agreement conflicts with any such law of the State of New York or is otherwise unenforceable, such provision shall be deemed null and void only to the extent of such conflict or unenforceability, and shall be deemed separate from and shall not invalidate any other provision of this Agreement. For the avoidance of doubt, the United Nations Convention on Contracts for the International Sale of Goods ("CISG") shall not govern this Agreement and Buyer and Seller each disclaim the application of the CISG to the interpretation and enforcement of this Agreement.

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

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Each of the parties irrevocably and unconditionally: (a) agrees that any suit, action or legal proceeding arising out of or relating to this Agreement may be brought in the courts of the State of New York in New York County or the United States District Court for the Southern District of New York; (b) consents to the jurisdiction of, and court rules in any such court; (c) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts and (d) agrees that service of any court paper may be effected on such party by mail, or in such other manner as may be provided under applicable laws or court rules of any such court. THE PARTIES HEREBY KNOWINGLY AND FREELY WAIVE THEIR RIGHTS TO A JURY TRIAL IN ANY ACTION, SUIT OR PROCEEDING RELATING TO, ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

12.6 Attorney's Fees. Should any action or proceeding be commenced between the parties hereto or their respective representatives concerning the enforcement or interpretation of any of the provisions of this Agreement or the rights and duties of any person or entity hereunder, solely as between the parties hereto or their successors, the party prevailing in such proceedings shall be entitled to the reasonable attorney's fees and expenses of counsel and court costs incurred by reason of such action.

12.7 Broker Indemnity. Should any person assert any claim against Buyer or Seller for fees or commissions by reason of any alleged employment or agreement to act as a broker for either Seller or Buyer in regard to the purchase and sale of the Aircraft as herein contemplated, the party for whom said person claims to have acted shall defend, indemnify and hold harmless the other party from and against all claims, demands, liabilities, damages, losses, judgments and expenses of every kind and nature arising out of said claim. This indemnity obligation shall survive the termination of this Agreement for any reason.

12.8 Cooperation. Each party hereto agrees to execute or cause to be executed, as the case may be, any and all further or additional documents or writings and perform such other reasonable actions as may be necessary to carry out the purchase and sale of the Aircraft as herein contemplated.

12.9 Rules of Construction. The section headings in this Agreement are inserted for convenience only and in no way define, limit, or extend or interpret the scope of this Agreement or of any particular section of this Agreement. The validity, legality or enforceability of any particular provision of this Agreement shall not affect the remainder of this Agreement, even if one or more of the provisions of this Agreement is found to be invalid, unenforceable or illegal. Whenever any representation or warranty is stated to be based on the knowledge of a party to this Agreement, such phrase shall refer to whether the party, or if an entity, any of such party's senior management or such party's broker has actual knowledge of the matters involved. The parties agree that prior drafts of this Agreement shall not be deemed to provide any evidence as to the meaning of any provision hereof or the intent of the parties with respect thereto.

For all purposes of the Agreement, a "Business Day" is any day other than a Saturday or Sunday on which banks in New York, N.Y. are authorized or required to open for business and on which the FAA Civil Aviation Registry is open for business.

12.10 Confidentiality. The terms and conditions of this Agreement, and all writings, discussions, and negotiations in connection with the transaction contemplated hereby (including, without limitation, the fact that discussions and negotiations have been conducted by the parties), shall remain strictly confidential and shall not be disclosed by

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

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either party, without the prior written consent of the other party, except that each party shall be entitled to disclose the terms and conditions of this Agreement (i) as may be required by law or legal process or the rules of any applicable stock exchange; (ii) to the attorneys, accountants, consultants, and other entities and advisors performing services for such party or its affiliates with respect to or affected by the transaction contemplated by this Agreement, including Escrow Agent and the Inspection Facility and their respective personnel; (iii) to the employees, officers, managers or board members of each party or its affiliates with a need to know; (iv) as may be required to permit such party to enforce its rights under this Agreement or to pursue all available remedies for breach of this Agreement by the other party; (v) to any permitted assignee; (vi) to the lenders to either party and (vii) in the event that such information has entered the public domain without fault of the disclosing party hereunder. In connection with any such disclosure, the party making such disclosure shall request and use commercially reasonable efforts to obtain confidential treatment of such information. If the receiving party is required by a government body or court of law to disclose such confidential information, to the extent permitted by applicable law or as otherwise reasonably practicable, the receiving party shall give the disclosing party reasonable advance notice so that the disclosing party may contest the disclosure or seek a protective order. The foregoing confidentiality obligation will be applicable to any employees, board members, attorneys, accountants, consultants, or other advisors of a party or its affiliates to whom such party makes any disclosure, and such party will advise any such persons of the confidential nature of the information, and such party will be responsible for any breach of such confidentiality obligation by any of them.

12.11 Marketing Activity. From and after the date on which Buyer and Seller execute and deliver this Agreement until the earlier to occur of the Closing or the date of the termination of this Agreement in accordance with its terms (the "Blackout Period"), (i) neither Seller nor any agent or other person acting on its behalf will directly or indirectly solicit or entertain offers from, negotiate with or in any manner encourage, discuss, accept or consider any proposal of any person other than Buyer relating to the acquisition, through purchase, lease or otherwise, of the Aircraft or any interest therein, and (ii) neither Buyer nor any agent or other person acting on its behalf will directly or indirectly make or in any manner discuss any acquisition, through purchase, lease or otherwise, of any other aircraft or any interest therein as a substitute or replacement for the purchase of the Aircraft which is the subject of this Agreement; provided, however, that the parties acknowledge that certain advertising remains in place for the Aircraft which shall not be deemed to violate the terms of the foregoing restriction during the Blackout Period and that Seller may receive unsolicited offers during the Blackout Period. Seller agrees that it and its agents will inform all such prospective purchasers and their agents or other representatives that the Aircraft is "under contract."

12.12 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Such counterparts may be exchanged via facsimile or PDF attachment to an e-mail. Neither party shall be obligated under this Agreement unless and until they receive (including receipt as permitted by this Section 12.12) a counterpart of this Agreement countersigned by Escrow Agent.

12.13 Patriot Act Compliance. Each party hereto represents and warrants to the other party that:

(i) It, and each of its assignees, is and will remain in full compliance with all laws and regulations applicable to it including, without limitation, (i) ensuring that no

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

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person or entity that owns a controlling interest in or otherwise controls it or its assignees is or shall be (Y) listed on the Specially Designated Nationals and Blocked Person List maintained by the Office of Foreign Assets Control ("OFAC"), Department of the Treasury, and/or any other similar lists maintained by OFAC pursuant to any authorizing statute, Executive Order or regulation or (Z) a person designated under Section 1(b), (c) or (d) of Executive Order No. 13224 (September 23, 2001), any related enabling legislation or any other similar Executive Orders, and (ii) compliance with all applicable Bank Secrecy Act ("BSA") laws, regulations and government guidance on BSA compliance and on the prevention and detection of money laundering violations.

(ii) Neither it, its assignees nor any person or entity that owns a direct or indirect interest in such entity, is a person or entity with whom a United States Person is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under United States law, regulation, executive orders and lists published by the OFAC (including those executive orders and lists published by OFAC with respect to Specially Designated Nationals and Blocked Persons) or otherwise.

(iii) It and its assignees are in compliance with any and all applicable provisions of the USA PATRIOT Act of 2001, Pub. L. No. 107-56.

(iv) It and its assignees will cooperate with the other and provide such documentation or other evidence as is necessary for the other party to demonstrate compliance with each of the statutes referred to in this Section 12.13 and any regulations promulgated thereunder.

Furthermore, Buyer represents and warrants to Seller that no portion of the Purchase Price is derived from sources which violate the Anti-Money Laundering Laws, meaning those laws, regulations and sanctions, state and federal, criminal and civil, that (a) limit the use of and/or seek the forfeiture of proceeds from illegal transactions; (b) limit commercial transactions with designated countries or individuals believed to be terrorists, narcotics dealers or otherwise engaged in activities contrary to the interests of the United States; (c) require identification and documentation of the parties with whom a financial institution conducts business; or (d) are designed to disrupt the flow of funds to terrorist organizations. Such laws, regulations and sanctions shall be deemed to include the Patriot Act, the Bank Secrecy Act, the Trading with the Enemy Act, 50 U.S.C. App. Section 1 et seq., the International Emergency Economic Powers Act, 50 U.S.C. Section 1701 et seq., and the sanction regulations promulgated pursuant thereto by the OFAC, as well as laws relating to prevention and detection of money laundering in 18 U.S.C. Sections 1956 and 1957.

12.14 Survival. The representations, warranties and covenants set forth in Sections 1.2, 4, 5.5, 6.2, 6.3, 6.4, 6.5, 7.1, 7.2, 7.3, 8, 9.4, 10, 11.7, 11.8, 12.3, 12.4, 12.5, 12.6, 12.7, 12.8, 12.9, 12.10, 12.13 and 12.14 hereof shall survive the Closing and the expiration or termination of this Agreement along with all obligations, undertakings and agreements which by their terms contemplate observance or performance that is to occur after or extend beyond the Closing. Sections 2.4 and 8 shall survive the termination of this Agreement for the purposes of the exercise of remedies provided therein. Except (i) as set forth in this Section 12.15, (ii) with respect to rights and remedies arising as a result of a breach by any party hereto and (iii) with respect to the representations, warranties and covenants set forth in the Warranty Bill of Sale, no obligations arising under this Agreement shall survive the Closing or expiration or termination of this Agreement.

[The remainder of this page is intentionally left blank. Signature page follows.]

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IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives, as of the date set forth in the preamble hereto.

SELLER:
ASI Wings LLC

By: _____

Name: James D. Clark

Title: SVP, Controller and CAO

BUYER:
Hyperion Air, LLC

By: _____

Name: _____

Title: _____

CONSENT AND JOINDER:

The undersigned, Insured Aircraft Title Service, LLC, ("Escrow Agent") does hereby consent to and join in the foregoing Agreement hereby agreeing to act as Escrow Agent in accordance with the provisions of the Agreement applicable to Escrow Agent in exchange for an escrow fee of Three Thousand Four Hundred and 00/100 U.S. Dollars (US$3,400.00).

Escrow Agent confirms that the Deposit is being held and at all times shall continue to be held in escrow exclusively with respect to the sale of the Aircraft by Seller to Buyer as contemplated by this Agreement and for no other transaction, person, entity, or purpose, including, without limitation, any planned or subsequent sale of the Aircraft by Buyer. Escrow Agent further confirms that any funds constituting the Deposit or the Purchase Price have been or will be deposited with Escrow Agent from Buyer's account or, if such funds originate from an account other than in the name of Buyer, such funds have been or will be unconditionally and irrevocably assigned by the depositor for use as the Deposit or the Purchase Price, as applicable, solely in connection with this Agreement.

Escrow Agent's agreement to serve as the "Escrow Agent" is conditioned on the following limitation. Notwithstanding the provisions contained in Section 12.5 of the Agreement or any provision contained in any other agreement between Buyer and Seller, the competent courts of the State of Oklahoma or the United States District Court for the Western District of Oklahoma shall have exclusive jurisdiction to hear all disputes against Escrow Agent and no other courts shall have any jurisdiction whatsoever in respect of such disputes against Escrow Agent. Should a dispute arise between Buyer and Seller relating any funds or other items which are in the possession of Escrow Agent, Escrow Agent shall be entitled to interplead any funds or other items in its possession with the competent courts of the State of Oklahoma or the United States District Court for the Western District of Oklahoma. The foregoing shall not affect the governing law and jurisdiction provisions contained in Section 12.5 of the Agreement to the extent that any dispute is between only Buyer and Seller and does not involve Escrow Agent in any manner.

Escrow Agent: (Signed subject to attached IATS Terms and Conditions.)
INSURED AIRCRAFT TITLE SERVICE, LLC

By: _____

Name: _____

Title: _____

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

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives, as of the date set forth in the preamble hereto.

SELLER:
ASI Wings LLC

By: _____

Name: _____

Title: _____

BUYER:
Hyperion Air LLC

By: _____

Name: Larry Visoski

Title: Manager

CONSENT AND JOINDER:

The undersigned, Insured Aircraft Title Service, LLC, ("Escrow Agent") does hereby consent to and join in the foregoing Agreement hereby agreeing to act as Escrow Agent in accordance with the provisions of the Agreement applicable to Escrow Agent in exchange for an escrow fee of Three Thousand Four Hundred and 00/100 U.S. Dollars (US$3,400.00).

Escrow Agent confirms that the Deposit is being held and at all times shall continue to be held in escrow exclusively with respect to the sale of the Aircraft by Seller to Buyer as contemplated by this Agreement and for no other transaction, person, entity, or purpose, including, without limitation, any planned or subsequent sale of the Aircraft by Buyer. Escrow Agent further confirms that any funds constituting the Deposit or the Purchase Price have been or will be deposited with Escrow Agent from Buyer's account or, if such funds originate from an account other than in the name of Buyer, such funds have been or will be unconditionally and irrevocably assigned by the depositor for use as the Deposit or the Purchase Price, as applicable, solely in connection with this Agreement.

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Escrow Agent: (Signed subject to attached IATS Terms and Conditions.)
INSURED AIRCRAFT TITLE SERVICE, LLC

By: _____

Name: Kirk Woford

Title: President

Signed, subject to IATS Terms & Conditions.

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

TERMS AND CONDITIONS OF ESCROW SERVICES PROVIDED BY INSURED AIRCRAFT TITLE SERVICE, LLC ("IATS")

The following terms and conditions shall apply to the services provided by IATS.

IATS shall act as stakeholder and shall not be responsible for genuineness, validity, sufficiency or collectability of funds or documents deposited with it or any description of property or other thing therein, and shall not be required to determine existence of any fact or decide any questions of law. IATS shall not be liable for the condition or value of any property involved in any transaction. IATS shall not be liable in any respect on the account of identity, authority or rights of the persons executing or delivering or purporting to execute or deliver any such document, paper or funds, and IATS shall not be responsible for any forgery or false representation; its duties hereunder being limited to the safekeeping of such funds, instruments or other documents received by it, and for the delivery of the same in accordance with any agreement between Buyer and Seller or the mutual instruction of such parties. IATS shall not be liable for any errors or irregularities arising from the records of any governmental agency, including the International Registry or the Federal Aviation Administration.

The undersigned hereby acknowledges and agrees that IATS may perform other services for one or more of the parties to a transaction, including, without limitation, providing services relating to the status of the title to the Aircraft.

Notwithstanding anything to the contrary contained in any contract between Buyer and Seller, the parties acknowledge and agree that, from time to time, IATS is requested to serve as the escrow agent in connection with a series of transactions involving the Aircraft and the simultaneous closings of such transactions. To that end, each transacting party acknowledges that the transaction to which it is a party may involve a situation where (1) the Aircraft may be being purchased from another seller, (2) the Aircraft may be being immediately resold to a different purchaser, (3) that there may be simultaneous closings of the purchases and sales, and (4) that all funds being used to fund the purchases and sales of such aircraft may be being deposited with IATS by the ultimate purchaser, and that IATS, upon authorization from the appropriate parties, may use said funds to fund the purchase of the Aircraft or otherwise dispose of the funds in accordance with the terms of the contract(s) involving the purchase(s) and sale(s) of the Aircraft.

The transacting parties are responsible for the negotiation and preparation of any contract(s) involving the purchase(s) and sale(s) of the Aircraft. IATS shall have no responsibility whatsoever for the contents of any contract(s). If more than one contract is involved, IATS shall have no responsibility to make a comparison of the contracts to evaluate whether there are any inconsistencies between the terms of the contracts, and IATS shall have no liability or responsibility whatsoever for any inconsistencies between the terms of any contracts.

Upon confirmation by IATS that IATS is holding the documents contemplated by the contract(s) (or as otherwise authorized by the transacting parties) and escrowed funds in an amount necessary to close the transaction(s) contemplated by the contract(s) delivered to IATS, the transacting parties shall authorize IATS to consummate and close the sale(s) and purchase(s) contemplated by the contract(s), and upon receipt of such authorization IATS is authorized and directed to release the documents as contemplated by the contract(s) and disburse the escrowed funds in accordance with the terms

CONFIDENTIAL Subject to Protective Order IATS - 000464

SDNY_GM_02774569

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

EFTA_00261209

EFTA01339837

contemplated by the contract(s) or as otherwise instructed by the parties.

In accepting any funds or documents delivered to IATS, it is agreed and understood that IATS will not be called upon to construe any contract or instrument deposited. In the event that IATS deems it necessary or advisable, in its sole discretion, to employ attorneys for the reasonable protection of the escrow property and/or of itself, IATS shall have the right to be reimbursed by the transacting parties for any attorneys' fees incurred. Should a transaction fail to close for any reason, the transacting parties will be charged a handling fee (minimum of $150.00), plus all incurred expenses, which may be retained from the funds held by IATS.

In the event of a dispute between the transacting parties, IATS reserves the right to hold any money in its possession, and all papers in connection with or concerning this escrow, until a mutual agreement in writing has been reached between all of said parties and delivered to it or until delivery is legally authorized and ordered by final judgment or decree of the United States District Court for the Western District of Oklahoma, the District Court of Oklahoma County, Oklahoma, or other court of competent jurisdiction; and in case IATS obeys or complies with any judgment, order or decree of a court of competent jurisdiction, it shall not be liable to any of the transacting parties nor to any other person or entity by reason of such compliance, notwithstanding any such judgment, order or decree be subsequently reversed, modified, annulled, set aside or vacated. IATS shall not be liable for any acts or omissions done in good faith, nor for any claims, demands or losses, nor for any damages made or suffered by any party, except such as may arise through or be caused by its bad faith or gross negligence.

These Terms and Conditions and the services provided by IATS shall be governed by and construed in accordance with the law of the State of Oklahoma. Notwithstanding any provision contained in any purchase agreement or other agreement between a purchaser and seller, the District Court of Oklahoma County, Oklahoma, or the United States District Court for the Western District of Oklahoma shall have exclusive jurisdiction to hear all disputes against IATS and no other courts shall have any jurisdiction whatsoever in respect of such disputes against ATS. The foregoing shall not affect the governing law and/or Jurisdiction and venue provisions in any agreement between a seller and purchaser to the extent that any dispute does not involve IATS in any manner.

These Terms and Conditions govern all duties and liabilities of IATS notwithstanding any terms contained in any contract between the transacting parties, and in the event of any inconsistency between these Terms and Conditions and any such contract, these Terms and Conditions shall govern.

(Rev. 3/17)

CONFIDENTIAL Subject to Protective Order IATS - 000465

SDNY_GM_02774570

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

EFTA_00261210

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EXHIBIT A

Aircraft Description

Sikorsky S-76C++ N722JE S/N 760750

ENGINES: (2) Turbomeca Arriel 2S2 Engines
AVIONICS: Honeywell Primus II
AIR DATA COMPUTER: Dual Air Data Computers
ATTITUDE HEADING REFERENCE SYSTEM: Dual Litef LCR-92S AHRS
AUTOMATIC DIRECTION FINDER: Single Collins ADF-462 ADF Receiver
COCKPIT VOICE RECORDER: Universal CVR-120
COMMUNICATIONS: Dual Collins VHF-22A VHF Radios
DISTANCE MEASURING EQUIPMENT: Dual Collins DME-42 DME Transceivers
ELECTRONIC FLIGHT INSTRUMENTATION SYSTEM: Honeywell ED-800 EFIS System
EMERGENCY LOCATOR TRANSMITTER: Artex C406-N ELT with Nav Interface
FLIGHT CONTROL SYSTEM / AUTOPILOT: Dual Honeywell FZ-706 Flight Control Computers
FLIGHT MANAGEMENT SYSTEM: Universal UNS-1Fw
GLOBAL POSITIONING SYSTEM: Universal UNS-1Fw WAAS/LPV
MULTI-FUNCTION DISPLAY: Garmin GMX-200 Moving Map and Graphical Weather Display
NAVIGATION: Dual Collins VIR-32 VHF Navigation System
RADIO ALTIMETER: Single Collins ALT-55A Radio Altimeter System
RADIO MANAGEMENT UNIT: Dual Collins RTU-4200 Radio Control Heads
TRAFFIC COLLISION AVOIDANCE SYSTEM: Bendix King TPU-66A TCAS 1 Processor
TRANSPONDER: Dual Collins TDR-94D Transponders with ADS-B Out Version 2
TERRAIN AWARENESS AND WARNING SYSTEM: Honeywell Mark XXII EGPWS
STANDBY INDICATOR: Aerosonic Standby Airspeed and Altitude Indicators
STORMSCOPE: Honeywell LP-850 Lightning Detection System
WEATHER RADAR: Honeywell Primus WU-880 Weather Radar
XM GRAPHICAL WEATHER: Garmin GDL-69 XM Weather Receiver

COMMUNICATIONS

- Iridium Phone System
- Phone handset in cabin
- Passenger Addressing System

ENTERTAINMENT

- Bose headset jacks for each seat location
- XM Satellite Radio

OTHER EQUIPMENT

- Keith Electric Air-Conditioned Cockpit and Cabin
- Emergency Flotation System
- First Aid Kit
- Dual Crew Flashlights
- Heated Windshields / Windshield Wiper System
- Manual Rotor Brake System
- Tinted Cabin Windows
- Dual Retractable Steps
- Nose Landing Gear Doors
- Pulse Light System
- LED Landing Lights
- Halogen Search Light
- Upper / Lower LED Anti-Collision Lights
- LED Recognition Lights

MAINTENANCE & INSPECTIONS

- Airworthiness Date: December 8th, 2008
- Entry into Service: March 17th, 2010
- Sikorsky Gearbox Program
- Maintenance Tracking by Sikorsky Helotrac

EXTERIOR DESCRIPTION

Phantom Grey with Silver Platinum Markings

CONFIDENTIAL Subject to Protective Order IATS - 000466

SDNY_GM_02774571

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

EFTA_00261211

EFTA01339839

INTERIOR DESCRIPTION:

Executive eight passenger interior features dual four-person divans. A fold-down armrest in the center of the aft divan features a slide-out drawer with XM radio remote. Bose headset jacks in each seat location allows for intercom, as well as XM radio entertainment, for all passengers.

INTERIOR EQUIPMENT

- LED Wash Lighting
- Overhead LED reading lights and gasper vents
- Lighted cabin door steps
- Cabin controllers in headliner
- Iridium phone handset
- Wood veneer side ledges
- (4) 110V AC outlets
- (4) 12V DC outlets (cigarette outlets)

Material Damage: 2013 bird strike to radome. Removed and repaired radome with new shell cutout and reinstalled radome.

Specifications subject to verification by Buyer during the Pre-Purchase Inspection

The description contained in this Exhibit A generally describes the Aircraft to the best of Seller's knowledge, but does not represent a warranty or guarantee of the Aircraft, including, without limitation, the avionics, equipment, accessories, modifications, and loose equipment installed on the Aircraft, or its related logs, records, and technical documents. Buyer agrees to rely on the Pre-Purchase Inspection to confirm Aircraft fully meets Buyer's satisfaction. Buyer hereby agrees that Seller bears no obligation to pay for or install equipment to meet the description of Aircraft in this Exhibit A. Seller shall provide Buyer with all Airframe, Engine, and accessory maintenance logs, records and manuals; flight records and manuals; weight and balance manuals; wiring diagrams; and any other records and manuals related to the operation and maintenance of the Aircraft, which Seller has for the Aircraft.

CONFIDENTIAL Subject to Protective Order IATS - 000467

SDNY_GM_02774572

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

EFTA_00261212

EFTA01339840

EXHIBIT B

ASSIGNMENT OF WARRANTIES

Pursuant to the Aircraft Purchase and Sale Agreement (the "Agreement"), dated as of March 27, 2019, by and between ASI Wings LLC (the "Seller") and Hyperion Air, LLC (the "Buyer"), Seller, without representation or warranty, hereby assigns to Buyer such rights if any, as Seller may have under (a) any warranty (express or implied), or otherwise, with respect to that certain Keystone (Sikorsky) S-76C aircraft bearing U.S. registration number N722JE and manufacturer's serial number 760750 (the "Airframe"), together with (i) two (2) Turbomeca S.A. model Arriel 2S2 engines bearing manufacturer's serial numbers 42285TEC and 42286TEC (the "Engines"), (ii) Sikorsky 76150-09100-053 rotor blades bearing manufacturer's serial number A086-03958, A086-03773, A086-03768 & A086-03769 (the "Blades") and (iii) all appurtenances, appliances, parts, avionics, instruments, components, accessions, furnishings, engine covers, tool kits, and loose equipment that are set forth on Exhibit A to the Agreement, and other equipment of whatever nature incorporated in, attached to, or specifically assigned to any of the foregoing (collectively, the "Aircraft"); (b) any service policies, maintenance plans and programs or product agreements with respect to the Aircraft and (c) all warranties given by any manufacturers, repairers, installers or other providers of parts and/or services with respect to the Aircraft, in each case to the extent the same exist in favor of Seller and are capable of being assigned by Seller or otherwise available to Buyer (collectively, the "Assigned Rights").

Buyer acknowledges that it shall be solely responsible for any fees, charges, costs and expenses with respect to the transfer of the Assigned Rights and the processing of any claims or services thereunder.

Seller hereby acknowledges Buyer's right to enforce in its own name such Assigned Rights as Seller may have with respect to the Aircraft.

Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement. This Assignment of Warranties may be executed in multiple counterparts and may be transmitted by PDF attachment to an e-mail or facsimile.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Warranties to be executed by their duly authorized officers this _____ day of _____, 2019.

SELLER:	BUYER:
ASI Wings LLC	Hyperion Air, LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

CONFIDENTIAL Subject to Protective Order IATS - 000468

SDNY_GM_02774573

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

EFTA_00261213

EFTA01339841

EXHIBIT C

POST-INSPECTION NOTICE

Pursuant to that certain Aircraft Purchase and Sale Agreement, dated March 27, 2019 (the "Agreement"), between Hyperion Air, LLC ("Buyer") and ASI Wings LLC ("Seller"), this notice confirms to Seller that Buyer has completed the Pre-Purchase Inspection and its review of the Inspection Report. Terms not otherwise defined herein shall have the meanings set forth therefore in the Agreement.

CHECK ONE:

____ The Aircraft is hereby conditionally accepted subject to (A) correction or repair by Seller of all Discrepancies and Additional Remediation Items (as such terms are defined in the Agreement) and as described on attached Schedule C-1 together with any and all Discrepancies arising after the date of this Post-Inspection Notice but prior to the Closing as discovered during the course of the inspection and/or acceptance or confirmation flights provided for in Section 3.2 of the Agreement, (B) the Aircraft being in the Delivery Condition and (C) satisfaction of the closing conditions set forth in Section 5 of the Agreement.

____ The Aircraft is rejected.

Seller's counter-execution of this Post-Inspection Notice shall not be deemed to obligate Seller to correct any items identified on this Post-Inspection Notice other than Discrepancies and Additional Remediation Items, notwithstanding that Buyer may list other items on this Post-Inspection Notice (such as cosmetic or aesthetic items) that are not Discrepancies or Additional Remediation Items which Seller has not expressly agreed to repair or remediate; provided, however, that Seller shall be obligated to correct each such proposed Additional Remediation Item if Seller has indicated its specific agreement to correct the same by placing beside such item the initials of Seller's signatory.

Dated: _____, 2019

Hyperion Air, LLC

By: _____

Name: _____

Title: _____

Agreed and Accepted:

ASI Wings LLC

By: _____

Name: _____

Title: _____

CONFIDENTIAL Subject to Protective Order IATS - 000469

SDNY_GM_02774574

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

EFTA_00261214

EFTA01339842

SCHEDULE C-1
TO
POST-INSPECTION NOTICE

[Insert List of Discrepancies and Additional Remediation Items as Needed]

CONFIDENTIAL Subject to Protective Order IATS - 000470
SDNY_GM_02774575
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261215
EFTA01339843

SCHEDULE E-1
TO
AIRCRAFT DELIVERY AND ACCEPTANCE CERTIFICATE

[Insert List of Discrepancies as Needed]

CONFIDENTIAL Subject to Protective Order IATS - 000471
SDNY_GM_02774576
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261216
EFTA01339844

SCHEDULE A

International Registry Description of Aircraft Assets

Engines: TURBOMECA model ARRIEL 2S2 bearing manufacturer's serial numbers 42285 and 42286

CONFIDENTIAL Subject to Protective Order IATS - 000472

SDNY_GM_02774577

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

EFTA_00261217

EFTA01339845

SCHEDULE 1.2.2

Service Contracts

Sikorsky Gearbox Program (the "Gearbox Program")

CONFIDENTIAL Subject to Protective Order IATS - 000473

SDNY_GM_02774578

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

EFTA_00261218

EFTA01339846

SCHEDULE 2.1

See attached

Associated Aircraft Group, Inc. Customer Estimate, Work Order Quote: Q775-03-2019

CONFIDENTIAL Subject to Protective Order IATS - 000474

SDNY_GM_02774579

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

EFTA_00261219

EFTA01339847

Associated Aircraft Group, Inc.
32 Griffith Way, Hudson Valley Regional Airport
Wappingers Falls, New York 12590
Phone: 845-463-6500
Fax: 845-463-5687
Date: 3/26/2019, 7:58 AM

CUSTOMER INFORMATION

Hyperion Air,LLC
6100 Red Hook
Quarters B3
Saint Thomas, USVI 00802
917-868-6145
Reg. No: N722JE
2008 Sikorsky S-76C++
SERIAL: 760750

Customer Estimate
Work Order Quote: Q775-03-2019

AUTHORIZE ☐ Yes ☐ No

Item: 1 - Airworthy Airframe

Discrepancy & Corrective Action

	Hours	Subtotal
Comply with 3, 6, and 12 month airframe calendar inspection requirements I/A/W S-76C Airworthiness Limitations & Inspection Requirements manual.	Flat	30,800.00

M.M. Ref: SA4047-76C-2-1
Revision: 26
Chapter: 05-20-00
Revision Date: July 31, 2017

Notes:
Flat rate applies to shop labor. Any parts related to these inspections that may be required will be added to the invoice.

Labor: $30,800.00 **Parts:** $0.00 **Shipping:** $0.00 **Item Subtotal:** $30,800.00

AUTHORIZE ☐ Yes ☐ No

Item: 2 - Airworthy Airframe

Discrepancy & Corrective Action

	Hours	Subtotal
Comply with 36 month hour airframe inspection requirements I/A/W Sikorsky S-76C Airworthiness Limitations & Inspection Requirements manual.	Flat	28,000.00

M.M. Ref: SA4047-76C-2-1
Revision: 26
Chapter: 05-20-00
Revision Date: July 31, 2017

Notes:
Flat rate applies to shop labor. Any parts related to these inspections that may be required will be added to the invoice.

Labor: $28,000.00 **Parts:** $0.00 **Shipping:** $0.00 **Item Subtotal:** $28,000.00

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CONFIDENTIAL Subject to Protective Order IATS - 000475
SDNY_GM_02774580
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261220
EFTA01339848

AUTHORIZE ☐ Yes ☐ No

Item: 3 - Airworthy Airframe

Discrepancy & Corrective Action

Hours	Subtotal
Flat	1,400.00

Comply with 25 and 50 hour airframe inspection requirements I/A/W S-76C Airworthiness Limitations & Inspection Requirements manual.

M.M. Ref: SA4047-76C-2-1
Revision: 26
Chapter: 05-20-00
Revision Date: July 31, 2017

Notes:
Flat rate applies to shop labor. Any parts related to these inspections that may be required will be added to the invoice.

Qty	Unit	Part Number	Description	Unit Price	Subtotal
1	EA	KA100	Oil Sample Kit	66.55	66.55

Labor: $1,400.00 **Parts:** $66.55 **Shipping:** $0.00 **Item Subtotal:** $1,466.55

AUTHORIZE ☐ Yes ☐ No

Item: 4 - Airworthy Airframe

Discrepancy & Corrective Action

Hours	Subtotal
80.00	11,200.00

Comply with 600 hour airframe inspection requirements I/A/W Sikorsky S-76C Airworthiness Limitations & Inspection Requirements manual.

M.M. Ref: SA4047-76C-2-1
Revision: 26
Chapter: 05-20-00
Revision Date: July 31, 2017

Notes:
Flat rate applies to shop labor. Any parts related to these inspections that may be required will be added to the invoice.

Labor: $11,200.00 **Parts:** $0.00 **Shipping:** $0.00 **Item Subtotal:** $11,200.00

AUTHORIZE ☐ Yes ☐ No

Item: 5 - Airworthy Airframe

Discrepancy & Corrective Action

Hours	Subtotal
Flat	2,100.00

Comply with the following ICAs:

- ICA No. IC00278, S-76 Door Lock Pin kit, 300 hour/12 month inspection.
- ICA No. IC00843, Honeywell MFRD, 300 hour/12 month inspection.
- ICA No. IC00916, Silencer Wall Panel System, 300 hour/12 month inspection..
- ICA No. IC00925, Keystone Retractable Boarding Step, 300 hour/12 month inspection.
- ICA No. IC01217, Deluxe VIP Interior system, 100 hour/12 month inspection.
- ICA No. IC01357, Garmin GMX-200, 300 hour/12 month inspection.
- ICA No. IC01421, Garmin GDL-69/GDL-69A Weather Data Receiver, 300 hour/12 month inspection.
- ICA No. IC01696, LED External Lights, 50 hour/12 month inspection.
- ICA No. IC01812, TrueNorth Simphone SATCOM, 300 hour/12 month inspection.
- ICA No. IC01841, UNS-1Fw with LPV Monitor, 300 hour/1500 hour/12 month inspection.
- ICA No. 1K7707, Eaton/Tedeco Zapper chip detector system, 500 hour/6 month inspection.
- ICA No. IM93-32, 300 hour/1500 hour/12 month inspection and lubrication of Tail Rotor pedals.

Labor: $2,100.00 **Parts:** $0.00 **Shipping:** $0.00 **Item Subtotal:** $2,100.00

CONFIDENTIAL Subject to Protective Order IATS - 000476
SDNY_GM_02774581
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261221
EFTA01339849

AUTHORIZE ☐ Yes ☐ No

Item: 6 - Airworthy Airframe

Discrepancy & Corrective Action

Hours	Subtotal
0.00	0.00

Send Main Battery, PS-855A Emergency power supply battery, and Grimes emergency light power supply out to Aviall out for 12 month deep cycle/capacity checks. Their estimated costs are below.

Outside Repair:
AVIALL, INC., Labor: 1,500.00, Parts: 0.00, Shipping: 0.00

Notes:
Charge from Aviall indicated is just an estimate. Actual cost may vary.

Labor: $1,500.00 **Parts:** $0.00 **Shipping:** $0.00 **Item Subtotal:** $1,500.00

AUTHORIZE ☐ Yes ☐ No

Item: 7 - Airworthy Airframe

Discrepancy & Corrective Action

Hours	Subtotal
0.00	0.00

Contract Structural Testing Systems to perform the following inspections:

•12 month Pilot Collective Stick NDT

Their estimated charge is below.

Outside Repair:
STRUCTURAL TESTING SYSTEMS, INC., Labor: 650.00, Parts: 0.00, Shipping: 0.00

Notes:
Charge from STS indicated is just an estimate. Actual cost may vary.

Labor: $650.00 **Parts:** $0.00 **Shipping:** $0.00 **Item Subtotal:** $650.00

AUTHORIZE ☐ Yes ☐ No

Item: 8 - Airworthy Airframe

Discrepancy & Corrective Action

Hours	Subtotal
0.00	0.00

Contract Duncan Aviation to comply with the following avionics inspections:

-12 month 14 CFR 91.207.d ELT internal visual inspection and ops check.
-12 month Avionics Inspection
-24 month 14 CFR 91.411/413 Pitot-Static, Altimeter and ATC Transponder checks.

Their estimated charge is below.

Outside Repair:
DUNCAN AVIATION, Labor: 3,000.00, Parts: 0.00, Shipping: 0.00

Notes:
Charge from Duncan Aviation indicated is just an estimate. Actual cost may vary.

Labor: $3,000.00 **Parts:** $0.00 **Shipping:** $0.00 **Item Subtotal:** $3,000.00

AUTHORIZE ☐ Yes ☐ No

Item: 9 - Airworthy Airframe

Discrepancy & Corrective Action

Hours	Subtotal
16.00	2,240.00

Remove and replace all Tail Rotor control cables

Notes:
Cost of Tail Rotor cables indicated is just an estimate. Actual cost will be added to the invoice.

Qty	Unit	Part Number	Description	Unit Price	Subtotal
1	EACH	76400-03191-046	CABLE	406.64	406.64
1	EACH	76400-03191-050	CABLE	589.85	589.85
1	EACH	76400-03191-051	CABLE	344.11	344.11
1	EACH	76400-03191-059	CABLE	355.90	355.90

Labor: $2,240.00 **Parts:** $1,696.50 **Shipping:** $0.00 **Item Subtotal:** $3,936.50

CONFIDENTIAL Subject to Protective Order IATS - 000477
SDNY_GM_02774582
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261222
EFTA01339850

AUTHORIZE ☐ Yes ☐ No

Item: 10 - Airworthy Airframe

Discrepancy & Corrective Action	Hours	Subtotal
Remove and replace all Tail Rotor Driveshaft bearing support assemblies	20.00	2,800.00

Notes:
Cost of parts indicated is just an estimate. Actual cost will be added to the invoice.

Qty	Unit	Part Number	Description	Unit Price	Subtotal
3	EA	76361-04007-042	BEARING SUPPORT	0.00	0.00
12	EACH	NAS464P4A5	BOLT	4.94	59.28
12	EACH	SS4411-08S025NP	WASHER	133.38	1,600.56
12	EACH	SS5086-04	NUT	17.04	204.48

Labor: $2,800.00 **Parts:** $1,864.32 **Shipping:** $0.00 **Item Subtotal:** $4,664.32

AUTHORIZE ☐ Yes ☐ No

Item: 11 - Airworthy Airframe

Discrepancy & Corrective Action	Hours	Subtotal
Bore scope No. 1 and No. 2 Engines I/A/W Turbomeca 2S1 Maintenance Manual, Chapter 72, task 72-00-43-200-803-A01.	4.00	560.00

Labor: $560.00 **Parts:** $0.00 **Shipping:** $0.00 **Item Subtotal:** $560.00

CONFIDENTIAL Subject to Protective Order IATS - 000478
SDNY_GM_02774583
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261223
EFTA01339851

Additional Charges							
Pilot Services	Tire Disposal	EPA Charge	Oil Analysis	Shop Supplies	Fuel	Misc.	Subtotal
0.00	0.00	0.00	0.00	1,437.50	0.00	0.00	$1,437.50

It will take an estimated 565.00 hours to complete the necessary work.

Total Labor:	$84,250.00
Total Parts:	$3,627.37
Total Shipping:	$0.00
Additional Charges:	$1,437.50
Tax:	$0.00
Total Estimate Before Deposit:	$89,314.87
Deposit:	$0.00
Total Estimate:	$89,314.87

Important Information

MISC. CHARGES NOTES:
Estimated Arrival Date: April 12th, 2019
Estimated Start Date: April 15th, 2019
Estimated Working days: 33
Estimated Out Date: May 29th, 2019

Please note: Down times are just an estimate and are subject to change due to discrepancies found during inspection and/or additions made by customer. Working days are defined as Monday through Friday, unless otherwise discussed with AAG. Weekends and Holidays are NOT defined as working days.

All maintenance requests not originally quoted are not guaranteed to be performed during scheduled down time due to repair station capacity and part lead times. All additional requests must be coordinated with AAG prior to arrival at our facility.

Additional charges:

Shop Hourly Labor Rate: $140.00 (Straight time)
Shop Hourly Labor Rate: $210.00 (Overtime)

Labor rates are subject to change.

Parts prices are subject to change based on annual price increases

A 50% deposit is required upon acceptance of quote.

A cost of $2.50 per labor hour will be added to the invoice to cover cost of miscellaneous consumables.

All customer supplied parts will incur a 2.5% mark-up for inspection and handling.

Prior customer authorization is required for any work performed on additional discrepancies related to the Work Order.

Hyperion Air,LLC or Authorized Representative Date

CONFIDENTIAL Subject to Protective Order IATS - 000479
SDNY_GM_02774584
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261224
EFTA01339852

Subject: Re: N722JE SN760750
From: "Larry Visoski" [redacted]
Sent: 2/21/2019 5:31:31 PM
To: "Matt Walter" [redacted]>;
CC: "Ryne Lamle" [redacted] Nicole Moghbel" "Thomas M. Richardson" [redacted]

Matt,
"Hyperion Air, LLC" will Be the purchasing entity

Thx
Larry Visoski
Manager

Hyperion Air, LLC
6100 Red hook quarters B3
St. Thomas USVI 00802

Sent from my iPhone

On Feb 21, 2019, at 5:34 PM, Matt Walter [redacted] wrote:

> Engine serial numbers:
>
> Engine 1 – 42285TEC
> Engine 2 – 42286TEC
>
> Larry - can you confirm which entity will be executing the Sales Agreement? Reason we ask is because the entity that signed the LOI is a slightly different entity from the entity that sent the deposit in.
>
> Thanks.
>
> Matt Walter, CPA
> Sales Director
> Guardian Jet
> [redacted]

CONFIDENTIAL Subject to Protective Order IATS - 000480
SDNY_GM_02774585
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261225
EFTA01339853

On Feb 21, 2019, at 12:48 PM, Ryne Lamle [redacted] wrote:

Hi Matt,

Please see the attached FAA/IR title searches for N722JE. When available, please provide the engine info and we'll run those searches as well.

Thanks,

Ryne Lamle
Executive Assistant to Kirk Woford-President
Insured Aircraft Title Service
21 East Main Street, Suite 100
Oklahoma City, OK 73104
[redacted]

ATTENTION: WE HAVE MOVED; OUR NEW ADDRESS IS:
21 EAST MAIN STREET, SUITE 100, OKLAHOMA CITY, OKLAHOMA 73104.

Please note: Our banking relationships have changed. Please send all escrow funds to our Bank of America accounts. If you need our current wire transfer instructions or have any questions, please do not hesitate to contact us.

<N722JE FAA TS001.pdf>
<N722JE IR TS001.pdf>

CONFIDENTIAL Subject to Protective Order IATS - 000481
SDNY_GM_02774586
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261226
EFTA01339854

LETTER OF INTENT

February 18, 2019

ASI Wings LLC
151 Farmington Avenue
Hartford, CT 06156

Re: 2008 Keystone (Sikorsky) S-76C Helicopter
Serial No. 760750, U.S. Registration No. N722JE

Ladies and Gentlemen:

Hyperion Air, LLC ("Purchaser") hereby expresses its intent to purchase from ASI Wings LLC ("Seller") that certain 2008 Keystone (Sikorsky) S-76C helicopter (sometimes referred to as a S-76C++), bearing Manufacturer's Serial No. 760750 and U.S. Registration No. N722JE, with two (2) Turbomeca Arriel 2S2 engines, together with all avionics, equipment (including loose equipment in the Seller's possession), systems, furnishings and accessories installed on, contained in, attached to or associated with said helicopter and engines, and also including all airframe, engine and accessory logbooks, flight and operation manuals, maintenance and overhaul records, checklists, drawings, any issued FAA Form 337's, warranty documents, and all other records and paperwork relating to the above-described helicopter and engines required by the FAA to be in Seller's possession, all as is to be more particularly described in the definitive written Aircraft Purchase Agreement described below (collectively, the "Aircraft"), subject to the following terms and conditions:

1. The total purchase price for the Aircraft shall be the sum of Three Million United States Dollars ($3,000,000.00 USD) payable as follows:

(a) Within two (2) business days after Seller's acceptance of this Letter of Intent ("LOI"), Purchaser shall wire transfer a fully refundable Five Hundred Thousand U.S. Dollar ($500,000.00 USD) deposit (the "Deposit") to Insured Aircraft Title Service, Inc., Oklahoma City, Oklahoma, Attn: Joan Roberts, Vice President (the "Escrow Agent"), in favor of Seller with specific reference to the Aircraft, which Deposit shall be held in escrow and disbursed in accordance with the terms and conditions set forth in the definitive written Aircraft Purchase Agreement described below; and

(b) The balance of the purchase price for the Aircraft in the amount of Two Million Five Hundred Thousand United States Dollars ($2,500,000.00 USD) shall be paid at the closing provided for in the definitive Aircraft Purchase Agreement described below, said purchase price balance to be wire transferred prior to such closing into a special escrow account of the Escrow Agent in favor of Seller with specific reference to the Aircraft for its disbursement to the Seller at said closing upon the satisfaction of the conditions and requirements to be set forth in the said Aircraft Purchase

CONFIDENTIAL Subject to Protective Order IATS - 000482
SDNY_GM_02774587
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261227
EFTA01339855

Agreement.

2. The Deposit and this LOI shall be subject to the execution of a definitive written Aircraft Purchase Agreement between Seller and Purchaser in form and substance mutually satisfactory to the parties, providing for the sale and purchase of the Aircraft on terms consistent with this LOI, and such other terms and conditions as may be mutually agreeable to the parties. Said definitive written Aircraft Purchase Agreement shall herein be referred to as the "Purchase Agreement". Seller and Purchaser shall undertake to execute and deliver to each other the mutually acceptable Purchase Agreement within ten (10) business days after the acceptance of this LOI by Seller as indicated by Seller's signature below. The Purchase Agreement, the initial draft of which shall be generated by the Seller, shall supersede this LOI in its entirety, and, if there should be any conflicts between the provisions of the Purchase Agreement and this LOI, the provisions of the Purchase Agreement shall control for all purposes. If the parties fail to enter into the Purchase Agreement within such ten (10) business day period, then, unless the parties mutually agree in writing to extend the date for execution, the Escrow Agent shall, within one (1) business day after the expiration of such ten (10) business day period, return the Deposit to Purchaser, and neither Seller nor Purchaser shall have any further liability to the other party.

3. The Aircraft shall be delivered with good and marketable title and free and clear of all liens, claims, demands and encumbrances.

4. The Aircraft shall be delivered in an airworthy condition with a valid standard U.S. Certificate of Airworthiness and shall comply in all respects with the "Delivery Condition" to be defined and specified in detail in the Purchase Agreement.

5. A pre-purchase inspection of the Aircraft shall be conducted at a mutually agreeable facility to be specified in the Purchase Agreement, and the scope of the pre-purchase inspection, including mechanical and records inspections, test flights and the like will also be specified in the Purchase Agreement. Closing on the purchase of the Aircraft shall be subject to Purchaser's satisfaction, in Purchaser's sole discretion, with the results of the pre-purchase inspection of the Aircraft. Upon completion of the pre-purchase inspection Purchaser and Seller will mutually agree upon a list of airworthiness discrepancies, such list shall be completed no later than ten (10) business days after the beginning of the pre-purchase inspection. Purchaser will provide written acceptance or rejection of the Aircraft within two (2) business days after receipt of the aforementioned list of discrepancies. Purchaser's technical acceptance of the Aircraft will be indicated via an Aircraft Technical Acceptance Certificate which will be an exhibit of the Purchase Agreement. At the execution of the Aircraft Technical Acceptance Certificate, the deposit will become non-refundable. Pre-purchase inspection to begin within five (5) business days after notification that the Aircraft is ready for inspection or at the maintenance facility's first available opening thereafter. Closing and delivery to take place within two (2) business days following resolution of the discrepancies listed on the Aircraft Technical Acceptance Certificate or such other date as the parties may agree to in writing, subject to conditions in this LOI being complied with.

CONFIDENTIAL Subject to Protective Order IATS - 000483

SDNY_GM_02774588

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

EFTA_00261228

EFTA01339856

6. Movement to and from the pre-purchase inspection facility, any visual inspection, delivery flight, or test flights will be paid for in advance directly to Seller at a rate equal to Eight Hundred Seventy Five United States Dollars ($875.00 USD) per flighthour.

7. Both Seller and Purchaser agree and acknowledge that this LOI constitutes a non-binding letter of intent and except for the provisions regarding the Deposit, which the parties agree create legal and binding obligations, does not and is not intended to create any legal obligation or enforceable right in any party.

8. This LOI will remain in effect until 5:00 p.m. EST on February 20, 2019, after which, if not accepted by Seller, it shall expire and have no further force or effect. This LOI may be accepted by Seller's returning by email a pdf of a copy hereof, signed by an authorized representative of Seller, to Larry Visoski, Manager, at lvjet@aol.com prior to thattime.

HYPERION AIR, LLC

By: _____
Name: Larry Visoski
Title: Manager

February 18, 2019

CONFIDENTIAL Subject to Protective Order IATS - 000484
SDNY_GM_02774589
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261229
EFTA01339857

ACCEPTED:

CVS PHARMACY, INC.,
On behalf of its wholly owned indirect subsidiary,
ASI WINGS LLC

By: _____

Name: James D. Clark

Title: EVP, Controller and CAO

Date: February 19, 2019

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

Subject: N722JE Deposit
From: "Matt Walter" [redacted]
Sent: 2/21/2019 6:22:31 AM
To: [redacted]; "Kirk Woford" [redacted]
CC: "Larry Visoski" [redacted]
Attachments: DB_Hyperion Air_WT_Insured Aircraft Title Service_022019_backup.pdf; ATT00001.txt

Angie or Kirk - please see yesterday's outgoing wire notice attached. Can you confirm receipt of the deposit against this helicopter? I would imagine it's arrived by now. If any issues, I've copied Larry Visoski who is the buyer's contact. I represent the seller.

Thanks
Matt

CONFIDENTIAL Subject to Protective Order IATS - 000486
SDNY_GM_02774591
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261231
EFTA01339859

FAA Docs
& Filings

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

U.S. Department
of Transportation
Federal Aviation
Administration

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

Official Business
Penalty for Private Use $300

AC Form 8050-3 (10/2010) Supersedes previous edition

722JE

TO: HYPERION AIR LLC
6100 RED HOOK QUARTER B3
ST THOMAS VIRGIN ISLANDS USA 00802

(CUT ON DOTTED LINE)

REGISTRATION NOT TRANSFERABLE

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION – FEDERAL AVIATION ADMINISTRATION
CERTIFICATE OF AIRCRAFT REGISTRATION

This certificate must be in the aircraft when operated.

NATIONALITY AND REGISTRATION MARKS **N** 722JE

AIRCRAFT SERIAL NO.
760750

MANUFACTURER AND MANUFACTURER'S DESIGNATION OF AIRCRAFT
KEYSTONE HELICOPTER S-76C

ICAO Aircraft Address Code: 52325707

ISSUED TO:
HYPERION AIR LLC
6100 RED HOOK QUARTER B3
ST THOMAS VIRGIN ISLANDS USA 00802

LLC

This certificate is issued for registration purposes only and is not a certificate of title. The Federal Aviation Administration does not determine rights of ownership as between private persons.

It is certified that the above described aircraft has been entered on the register of the Federal Aviation Administration, United States of America, in accordance with the Convention on International Civil Aviation dated December 7, 1944, and with Title 49, United States Code, and regulations issued thereunder.

U.S. Department of Transportation
Federal Aviation Administration

DATE OF ISSUE July 17, 2019
EXPIRATION DATE July 31, 2022

ACTING ADMINISTRATOR

AC Form 8050-3 (10/2010) Supersedes previous editions

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

RETAIN THIS INFORMATION FOR FUTURE REFERENCE

EFFECT OF REGISTRATION

Title 49 U. S. C. 44103(c)(2) provides: "A certificate of registration issued under this section is not evidence of ownership of aircraft in a proceeding in which ownership is, or may be, in issue." THIS CERTIFICATE MUST BE SIGNED AND RETURNED BY THE REGISTERED OWNER WITHIN 21 DAYS WHEN IT IS NO LONGER IN EFFECT FOR ANY REASON UNDER 14 C.F.R. 47.41(a)(1) through (7).

a. ☐ Registration is cancelled at the request of the owner. (Also check and/or complete Block b, c, d, e, or f).

b. ☐ The aircraft is totally destroyed or scrapped.

c. ☐ United States citizenship has been lost, or the owner's status as a resident alien has changed (unless changed to that of a U.S. citizen).

d. ☐ Thirty days have elapsed since the death of the registered owner (estate representative should sign).

e. ☐ The aircraft is to be registered under the laws of a foreign country:

_____
(NAME OF FOREIGN COUNTRY)

f. ☐ The ownership of the aircraft is transferred to:

_____
(NAME)

_____
(ADDRESS)

_____
(CITY, STATE, ZIP)

_____ _____ _____
(SIGNATURE) (TITLE) (DATE)

This certificate must be returned to:
AIRCRAFT REGISTRATION BRANCH P.O. BOX 25504, OKLAHOMA CITY, OKLAHOMA 73125-0504

CHANGE OF ADDRESS

Federal Aviation Regulations require that the registered owner of the aircraft shall report in writing within 30 days any change in permanent mailing address. A revised Certificate of Registration will be issued without charge. The Application for Registration AC Form 8050-1 may be used to report a change of address.

REPLACEMENT OF CERTIFICATE

If this certificate is lost, destroyed, or mutilated, a replacement may be obtained at the written request of the holder. Send your request and $2.00 (check or money order made payable to the Federal Aviation Administration) to:

Aircraft Registration Branch
P.O. Box 25504
Oklahoma City, Oklahoma 73125-0504

NOTE: All correspondence should include the registration "N" number, manufacturer, model, and serial number of the aircraft.

To offer your feedback regarding the aircraft registration process, please visit our website at http://registry.faa.gov/aircert/

CONFIDENTIAL Subject to Protective Order IATS - 000489
SDNY_GM_02774594
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261234
EFTA01339862

ORIGIN ID:OKCA (405) 681-6663
RYNE LAMLE
INSURED AIRCRAFT TITLE SERVICE, INC
211 E MAIN ST
SUITE 100
OKLAHOMA CITY, OK 73104
UNITED STATES US

SHIP DATE: 23JUL19
ACTWGT: 0.30 LB
CAD: 10287321/INET4160

BILL SENDER

TO LARRY VISOSKI
C/O ATLANTIC AVIATION
3800 SOUTHERN BLVD
STE 204
WEST PALM BEACH FL 33406
(917) 868-6145

REF: N722JE HC
DEPT:

567 2JMF9054Z

FedEx Express

WED - 24 JUL 10:30A
PRIORITY OVERNIGHT

TRK# 0201

XH LNAA

33406
PBI
FL-US

After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is $1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

CONFIDENTIAL Subject to Protective Order IATS - 000490

SDNY_GM_02774595

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

EFTA_00261235

EFTA01339863

Subject: Re: N722JE SN760750
From: "Larry" [redacted]
Sent: 7/22/2019 5:47:33 PM
To: "Ryne Lamle" [redacted]
CC: [redacted]

Hello Ryne,
Could you ground Fedex or mail for proper tracking, the S76 Registration to:
Larry Visoski
C/O Atlantic Aviation
3800 Southern Blvd Suite #204
West Palm Beach, FL 33406
[redacted]

Sent from my iPad

On Jul 18, 2019, at 5:56 PM, Ryne Lamle [redacted] wrote:

> Good Afternoon,
>
> IATS has received the attached Certificate of Registration for N722JE. At your earliest convenience, please provide the address and attention to which the hard card Certificate needs to be sent to be placed on board the aircraft. Thank you in advance.
>
> Regards,
>
> Ryne Lamle
> Executive Assistant to Kirk Woford-President
> Insured Aircraft Title Service
> 21 East Main Street, Suite 100
> Oklahoma City, OK 73104
> [redacted]
>
> **Please note: Our banking relationships have changed. Please send all escrow funds to our Bank of America accounts. If you need our current wire transfer instructions or have any questions, please do not hesitate to contact us.**
>
> <N722JE HC001.pdf>

CONFIDENTIAL Subject to Protective Order IATS - 000491
SDNY_GM_02774596
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261236
EFTA01339864

Paperwork Reduction Act Statement: The information collected on this form is necessary to obtain authorization to transmit information to the International Registry. The information is a condition for the issuance of a unique authorization code. 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 currently valid OMB control number. **OMB 2120-0697.**

AUTHORIZATION CODE

IRN20190613101517

FAA ENTRY POINT FILING FORM
INTERNATIONAL REGISTRY

PARTY: **(At least one party is required)**

Name ASI Wings LLC - seller

Address 151 Farmington Avenue

Hartford, CT 06156

Phone 401-770-8502

Electronic Address

PARTY:

Name Hyperion Air, LLC - buyer

Address

Phone

Electronic Address

COLLATERAL: **(Required)**

Aircraft Make/Model	Serial Number	U.S. Registration Number
Keystone Helicopter S-76C (Shown on the IR as	760750	N722JE
SIKORSKY S-76)		

Engine Manufacturer/Make	Model	Serial Number
TURBOMECA	ARRIEL 2S2	42286
		42285

☐ **Additional collateral listed on attachment**

TYPE OF INTEREST: **(At least one block must be checked)**

☐ **Notice of Prospective International Interest, Prospective assignment, prospective sale**
☐ **International Interest**
☑ **Contract of Sale**
☐ **Discharge or Release**
☐ **Other (specify type)**

SUBMITTED BY: Insured Aircraft Title Service, Inc., 4848 SW 36th Street, OKC, OK 73179 405-681-6663 (AR)
(name, address, telephone number)

CONFIDENTIAL Subject to Protective Order IATS - 000492

SDNY_GM_02774597

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

EFTA_00261237

EFTA01339865

Insured Aircraft Title Service, Inc.

P.O. Box 19527 Oklahoma City, Ok 73144
4848 SW 36th Street Oklahoma City, Ok 73159
e-mail address: iats@earthlink.net
web site: www.insuredaircraft.com

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

Filing Time

N#: 722JE

S/N: _____

Fee: $5.00

Please Return to:
Angie Risley

FILED WITH FAA
AIRCRAFT
REGISTRATION BR
2019 JUN 13 AM 10: 12
OKLAHOMA CITY
OKLAHOMA

Fee: _____

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

DocuSign Envelope ID: 7C21386F-7DCC-4A6B-9CC1-7C630CC9F594

FORM APPROVED
OMB NO. 2120-0042

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

AIRCRAFT BILL OF SALE

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

UNITED STATES REGISTRATION NUMBER: N722JE

AIRCRAFT MANUFACTURER & MODEL
Keystone (Sikorsky) model S-76C

AIRCRAFT SERIAL NO. 760750

DOES THIS 13th DAY OF June, 2019, HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT * UNTO:

ORIGINAL DOCUMENT FILED AT THE F.A.A. BY I.A.T.S.
DATE: 6-13-19 TIME: 10:12am

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.)

Hyperion Air, LLC
6100 Red Hook Quarter, B3
St. Thomas, U.S. Virgin Islands 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, THE UNDERSIGNED HAS SET ITS HAND THIS 13th DAY OF June, 2019.

SELLER

NAME(S) OF SELLER (TYPED OR PRINTED)	SIGNATURE(S) (IN BLUE INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
ASI WINGS LLC By: Aetna Inc., its Managing Member	DocuSigned by: James Clark 71C7A9D072EA481...	Senior Vice President, controller & Chief Accounting Officer
	James D. Clark	

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

---

* and the following described engines: TURBOMECA model ARRIEL 2S2 bearing manufacturer's serial numbers 42285 and 42286.

ADMIN 35381002v1

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

ORIGINAL DOCUMENT FILED AT THE F.A.A. BY I.A.T.S. DATE: 6-13-19 TIME: 10:13AM CDT

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

AIRCRAFT REGISTRATION APPLICATION

UNITED STATES REGISTRATION NUMBER	N 722JE
AIRCRAFT MANUFACTURER AND MODEL	Sikorsky S-76C
AIRCRAFT SERIAL NUMBER	760750

TYPE OF REGISTRATION (Check one box.)

- ☐ 1. Individual
- ☐ 2. Partnership
- ☐ 3. Corporation
- ☐ 4. Co-Owner
- ☐ 5. Government
- ☑ 7. Limited Liability Company (LLC)
- ☐ 8. Non-Citizen Corporation
- ☐ 9. Non-Citizen Corporation Co-Owner

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

~~Hyperion Air LLC~~ Hyperion Air LLC

TELEPHONE NUMBER: (~~917~~) ~~888-8189~~ 917-868-6145

MAILING ADDRESS (Permanent mailing address for first applicant on list.)

NUMBER AND STREET: ~~6100 Red Hook Quarter B3~~ 6100 Red Hook Quarter, B3

RURAL ROUTE: _____ P.O. BOX _____

CITY: ~~St Thomas~~ St. Thomas STATE: USVI ZIP: ~~00802~~ 00802

PHYSICAL ADDRESS/LOCATION IF P.O. BOX OR RURAL ROUTE BOX USED FOR MAILING ADDRESS

NUMBER AND STREET: _____

DESCRIPTION OF LOCATION: _____

CITY: _____ STATE: _____ ZIP: _____

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

CERTIFICATION

I/WE CERTIFY:

(1) That the above aircraft is owned by the undersigned applicant who is: **(MUST CHECK AND/OR COMPLETE a, b, c, or d)**

- ☑ a. A citizen of the United States as defined by 49 USC 40102(15);
- ☐ b. A resident alien with alien registration (Form 1-551) No. _____
- ☐ c. A non-citizen corporation organized and doing business under the laws of (state) _____ and said aircraft is based and primarily used in the United States. Records of flight hours are available for inspection at **(provide complete physical address)**: _____
- ☐ d. A corporation using a voting trust to qualify. Enter name of trustee _____

(2) If box c or d above is checked, I, the below signed, certify that I am authorized, by the applicant shown above, to sign corporate documents and to seek aircraft registration on behalf of the entity and that I will provide the same authorization if requested;

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

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

ANY AND ALL SIGNATORIES OF THIS APPLICATION MUST READ THE FOLLOWING AND UNDERSTAND THAT, BY APPLYING A SIGNATURE TO THIS DOCUMENT, THEY ARE SUBJECT TO THE REFERENCED STATUTES AND ASSOCIATED PENALTIES.

I hereby certify that the information provided herein and in any attachments to the application for aircraft registration is true, accurate and correct to the best of my knowledge and belief. I understand that the information provided by me will be relied on by the FAA administrator in his/her determination of qualification for aircraft registration. I 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) a material fact or who makes any false, misleading or fraudulent statements or representations or entry, may be fined up to $250,000 or imprisoned not more than five (5) years or both (18 U.S.C. Sections 1001 and 3571). I understand that, should I intentionally provide any inaccurate or false information, registration of the subject aircraft may be revoked.

NOTE: If executed for co-ownership, all applicants must sign. Use next page and add page(s) if necessary.

1	SIGNATURE:	DATE: 6-13-19	
	TYPED/PRINTED NAME: Lawrence P. Visoski, Jr.	TITLE: Manager	
2	SIGNATURE:	DATE:	
	TYPED/PRINTED NAME:	TITLE:	

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

AC Form 8050-1 (10/18)

CONFIDENTIAL Subject to Protective Order IATS - 000495

SDNY_GM_02774600

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

EFTA_00261240

EFTA01339868

DocuSign Envelope ID: 7C21386F-7DCC-4A6B-9CC1-7C630CC9F594

WARRANTY BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS THAT:

ASI Wings LLC ("Seller"), in consideration of One Dollar (US$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions of that certain Aircraft Purchase and Sale Agreement, dated March 27, 2019, between Seller and Buyer, does hereby irrevocably and unconditionally grant, bargain, sell, transfer and assign to Hyperion Air, LLC ("Buyer") the following:

Airframe:

Make and Model	Keystone (Sikorsky) model S-76C
Serial Number	760750
Registration Number	N722JE

Engines:

Make and Model	Turbomeca S.A. model Arriel 2S2
Serial Numbers	42285TEC & 42286TEC

Main Rotor Blades ("Blades"):

Make and Model	Sikorsky Model 76150-09100-053
Serial Numbers	A086-03958, A086-03773, A086-03768 & A086-03769

Together with all avionics, equipment, components, appliances, accessories, instruments and other items installed in or attached to said airframe, blades and/or engines, together with all loose equipment specific to the foregoing, all as more fully described in Exhibit A, along with all historical records, logbooks, flight, maintenance and inspection manuals, wiring diagrams, completion drawings and supporting technical publications, burn test certificates and evidence of parts traceability, all as more fully described in Exhibit A (all collectively referred to herein as the "Aircraft").

The Engines are described on the International Registry as: TURBOMECA model ARRIEL 2S2 bearing manufacturer's serial numbers 42285 and 42286.

TO HAVE AND TO HOLD the Aircraft unto Buyer, its successors, and assigns, for its and their respective use forever.

Seller hereby warrants and represents to Buyer and its successors and assigns that: (1) Seller is the sole and lawful owner of all legal, and beneficial right, title and interest to the Aircraft; (2) Seller has good and marketable title to the Aircraft and that Buyer will acquire by the terms of this Warranty Bill of Sale good and marketable title to the Aircraft free and clear of all mortgages, leases, security interests, claims, pledges, adverse claims of ownership, restrictions on transfer (such as rights of first refusal or other similar rights), defects of title, charges, liens and encumbrances of any kind whatsoever and with no leased or loaner equipment installed thereon; (3) Seller has the right to sell the Aircraft as aforesaid and (4) Seller shall forever warrant and defend title to the Aircraft and indemnify Buyer against the claims of any person, party, firm, corporation or entity of any kind arising or relating to title or status of title to the Aircraft with respect to the period prior to the conveyance evidenced hereby (excluding any of the foregoing, if any, created by, through or under Buyer).

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

Seller hereby irrevocably and unconditionally transfers, assigns and conveys unto Buyer, its successors and assigns, all of Seller's rights, titles and interests, if any, under any express or implied warranty from, or any service policy or product agreement with the manufacturer of the Aircraft (or any part thereof) or any maintenance or overhaul facility relating to the Aircraft (or any part thereof) or any subcontractor, supplier or vendor thereof, to the extent that such rights are assignable and are not extinguished as a result of this assignment by Seller to Buyer.

This Bill of Sale shall be governed by and construed in accordance with the laws of the State of New York, determined without regard to conflicts of law principles other than Sections 5-1401 and 5-1402 of the New York General Obligations Law.

Seller irrevocably and unconditionally: (a) agrees that any suit, action or legal proceeding arising out of or relating to this Warranty Bill of Sale may be brought in the courts of the State of New York in New York County or the United States District Court for the Southern District of New York; (b) consents to the jurisdiction of, and court rules in any such court; (c) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts and (d) agrees that service of any court paper may be effected on such party by mail, or in such other manner as may be provided under applicable laws or court rules of any such court. SELLER HEREBY KNOWINGLY AND FREELY WAIVES ITS RIGHTS TO A JURY TRIAL IN ANY ACTION, SUIT OR PROCEEDING RELATING TO, ARISING UNDER OR IN CONNECTION WITH THIS WARRANTY BILL OF SALE.

THE AIRCRAFT IS A USED AIRCRAFT AND IS BEING SOLD ON AN "AS IS, WHERE IS" BASIS, AND SELLER DISCLAIMS AND, BY ACCEPTANCE HEREOF BUYER WAIVES, ALL IMPLIED WARRANTIES, GUARANTEES, OR REPRESENTATIONS OF ANY KIND OR NATURE (EXCEPT AS PROVIDED ABOVE), ARISING BY LAW, EQUITY OR OTHERWISE, WITH RESPECT TO THE AIRCRAFT INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION WITH RESPECT TO THE AIRWORTHINESS OR CONDITION OF THE AIRCRAFT, ANY OBLIGATION OR LIABILITY IN TORT, NEGLIGENCE OR WITH RESPECT TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, LOSS OF USE OR PROFITS, OR CONSEQUENTIAL DAMAGES AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, LOSS OF USE, LOSS OF PROFIT OR USAGE OF TRADE.

IN WITNESS WHEREOF, Seller has executed and delivered to Buyer this Warranty Bill of Sale, this 13th day of June, 2019.

SELLER: ASI Wings LLC
By: Aetna Inc.
Its: ~~Managing~~ Member

By: James Clark
71C7A90072EA481...

Name: James D. Clark

Title: Senior Vice President, Controller & Chief Accounting Officer

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

DocuSign Envelope ID: 7C21386F-7DCC-4A6B-9CC1-7C630CC9F594

ASSIGNMENT OF WARRANTIES

Pursuant to the Aircraft Purchase and Sale Agreement (the "Agreement"), dated as of March 27, 2019, by and between ASI Wings LLC (the "Seller") and Hyperion Air, LLC (the "Buyer"), Seller, without representation or warranty, hereby assigns to Buyer such rights if any, as Seller may have under (a) any warranty (express or implied), or otherwise, with respect to that certain Keystone (Sikorsky) S-76C aircraft bearing U.S. registration number N722JE and manufacturer's serial number 760750 (the "Airframe"), together with (i) two (2) Turbomeca S.A. model Arriel 2S2 engines bearing manufacturer's serial numbers 42285TEC and 42286TEC (the "Engines"), (ii) Sikorsky 76150-09100-053 rotor blades bearing manufacturer's serial number A086-03958, A086-03773, A086-03768 & A086-03769 (the "Blades") and (iii) all appurtenances, appliances, parts, avionics, instruments, components, accessions, furnishings, engine covers, tool kits, and loose equipment that are set forth on Exhibit A to the Agreement, and other equipment of whatever nature incorporated in, attached to, or specifically assigned to any of the foregoing (collectively, the "Aircraft"); (b) any service policies, maintenance plans and programs or product agreements with respect to the Aircraft and (c) all warranties given by any manufacturers, repairers, installers or other providers of parts and/or services with respect to the Aircraft, in each case to the extent the same exist in favor of Seller and are capable of being assigned by Seller or otherwise available to Buyer (collectively, the "Assigned Rights").

Buyer acknowledges that it shall be solely responsible for any fees, charges, costs and expenses with respect to the transfer of the Assigned Rights and the processing of any claims or services thereunder.

Seller hereby acknowledges Buyer's right to enforce in its own name such Assigned Rights as Seller may have with respect to the Aircraft.

Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement. This Assignment of Warranties may be executed in multiple counterparts and may be transmitted by PDF attachment to an e-mail or facsimile.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Warranties to be executed by their duly authorized officers this 13th day of June, 2019.

SELLER:	BUYER:
ASI Wings LLC By: Aetna Inc. Its: Managing Member	Hyperion Air, LLC
By: James Clark 71C7A9D072EA481...	By: _____
Name: James D. Clark	Name: _____
Title: Senior Vice President, Controller & Chief Accounting Officer	Title: _____

ADMIN 35380707v1

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

ASSIGNMENT OF WARRANTIES

Pursuant to the Aircraft Purchase and Sale Agreement (the "Agreement"), dated as of March 27, 2019, by and between ASI Wings LLC (the "Seller") and Hyperion Air, LLC (the "Buyer"), Seller, without representation or warranty, hereby assigns to Buyer such rights if any, as Seller may have under (a) any warranty (express or implied), or otherwise, with respect to that certain Keystone (Sikorsky) S-76C aircraft bearing U.S. registration number N722JE and manufacturer's serial number 760750 (the "Airframe"), together with (i) two (2) Turbomeca S.A. model Arriel 2S2 engines bearing manufacturer's serial numbers 42285TEC and 42286TEC (the "Engines"), (ii) Sikorsky 76150-09100-053 rotor blades bearing manufacturer's serial number A086-03958, A086-03773, A086-03768 & A086-03769 (the "Blades") and (iii) all appurtenances, appliances, parts, avionics, instruments, components, accessions, furnishings, engine covers, tool kits, and loose equipment that are set forth on Exhibit A to the Agreement, and other equipment of whatever nature incorporated in, attached to, or specifically assigned to any of the foregoing (collectively, the "Aircraft"); (b) any service policies, maintenance plans and programs or product agreements with respect to the Aircraft and (c) all warranties given by any manufacturers, repairers, installers or other providers of parts and/or services with respect to the Aircraft, in each case to the extent the same exist in favor of Seller and are capable of being assigned by Seller or otherwise available to Buyer (collectively, the "Assigned Rights").

Buyer acknowledges that it shall be solely responsible for any fees, charges, costs and expenses with respect to the transfer of the Assigned Rights and the processing of any claims or services thereunder.

Seller hereby acknowledges Buyer's right to enforce in its own name such Assigned Rights as Seller may have with respect to the Aircraft.

Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement. This Assignment of Warranties may be executed in multiple counterparts and may be transmitted by PDF attachment to an e-mail or facsimile.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Warranties to be executed by their duly authorized officers this 13th day of June, 2019.

SELLER:

ASI Wings LLC
By: Aetna Inc.
Its: Managing Member

By: _____

Name: James D. Clark

Title: Senior Vice President, Controller & Chief Accounting Officer

BUYER:

Hyperion Air, LLC

By: _____

Name: Lawrence Visoski

Title: Manager

ADMIN 35380707v1

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

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APPOINTMENT OF DESIGNATED REPRESENTATIVE

ASI Wings LLC (the "Company") hereby appoints and authorizes Matt Walter and Steven Lapriore (each a "Representative") as representative of the Company to execute, acknowledge and deliver any and all instruments pertaining to the purchase of that certain Keystone (Sikorsky) model S-76C aircraft, serial number 760750, and U.S. Registration No. N722JE by the Company pursuant that certain Aircraft Purchase and Sale Agreement, dated as of March 27, 2019, by and between the Company and Hyperion Air, LLC and to do and perform all other acts as it may deem necessary, desirable or advisable in connection with the foregoing.

IN WITNESS WHEREOF, this document has been executed on behalf of the Company on June 13, 2019.

ASI WINGS LLC
By: Aetna Inc.
Its: Managing Member

By: James Clark
71C7A9D072EA481...

Name: James D. Clark

Title: Senior Vice President, Controller & Chief Accounting Officer

HAS Doc #
ACTIVE 43923266v1

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

Paperwork Reduction Act Statement: The information collected on this form is necessary to obtain authorization to transmit information to the International Registry. The information is a condition for the issuance of a unique authorization code. 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 currently valid OMB control number. **OMB 2120-0697.**

AUTHORIZATION CODE

FAA ENTRY POINT FILING FORM
INTERNATIONAL REGISTRY

PARTY: (At least one party is required)

Name ASI Wings LLC - seller
Address 151 Farmington Avenue
Hartford, CT 06156
Phone 401-770-8502
Electronic Address

PARTY:

Name Hyperion Air, LLC - buyer
Address

Phone
Electronic Address

COLLATERAL: (Required)

Aircraft Make/Model	Serial Number	U.S. Registration Number
Kevstone Helicopter S-76C (Shown on the IR as	760750	N722JE
SIKORSKY S-76)		

Engine Manufacturer/Make	Model	Serial Number
TURBOMECA	ARRIEL 2S2	42286
		42285

☐ **Additional collateral listed on attachment**

TYPE OF INTEREST: (At least one block must be checked)

☐ **Notice of Prospective International Interest, Prospective assignment, prospective sale**
☐ **International Interest**
☑ **Contract of Sale**
☐ **Discharge or Release**
☐ **Other (specify type)**

SUBMITTED BY: Insured Aircraft Title Service, Inc., 4848 SW 36th Street, OKC, OK 73179 405-681-6663 (AR)
(name, address, telephone number)

CONFIDENTIAL Subject to Protective Order IATS - 000501

SDNY_GM_02774606

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

EFTA_00261246

EFTA01339874

Subject: Here is my signed document MxPreBuy2
From: "Larry Visoski" [redacted]
Sent: 6/13/2019 9:08:07 AM
To: [redacted]
CC: "Darren Indyke" <[redacted]; "Angie Risley" [redacted]
Attachments: MxPreBuy2.pdf

Joy at AAG, can you print, thx Larry

Signed Schedule C for Prebuy report for N722JE
Thx,
Larry

I signed the attached document. Thanks!

Signed with SignNow

CONFIDENTIAL Subject to Protective Order IATS - 000502
SDNY_GM_02774607
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261247
EFTA01339875

CONFIDENTIAL

Subject to Protective Order

SDNY_GM_02774608

IATS - 000503

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

EFTA_00261248

EFTA01339876

N722JE Discrepenacy Cost Analysis

Complied with, In works

Discrepancies found during inspection	Corrective Action	Est. Cost
Oil leaking from vent tube attachment fitting on both engines	Replace O-Rings (.5 hours)	$100.00
Barrier filter codes (one on each engine)	Wash filters. (part of inspection)	$0.00
Auto Pilot ER 128	Troubleshoot	?
Engine Throttles very stiff and rubbing	Troubleshoot	?
Lateral Servo bearings worn beyond limits	Send Servo to HASE for Upper Bearing replacement	$2,549.56
Tail Driveshaft cover front end tip is damaged	Reinforce damaged area (2 Hours)	$280.00
No. 2 Exhaust Prolongator has loose rivets	Replace rivets (1 hour)	$140.00
Swashplate dust shield debonded above FWD/AFT servos	Rebonded swashplate dust shield	$140.66
Rotating scissor spherical bearing worn past limits.	Removed and replaced bearing (2 hours)	$1,398.26
L/H Main Landing Gear position rod end is worn beyond limits.	Replace with customer supplied part (1 hour)	$140.00
R/H Main Landing Gear brake heatpack worn beyond limits.	Replace with customer supplied part (1 hour)	$140.00
Crack in Nose Vibration absorber (L/H side support at AFT Bolt)	Replace support(3 hours)	$945.00
Rotor brake disc worn beyond limits.	Replace rotor brake disc and possibly liner if worn (30 hours)	$9,595.14
Receiver/Dryer bracket cracked.	Replace bracket (2hours)	$550.00
R/H chin bubble seal leaking	No action. Not pertinent to airworthiness.	$0.00
No. 1 Static Port heat inop. (Upper L/H side on tailcone)	Replace static port and correct airframe/paint (10 hours)	$3,820.00
L/H C4 NACA Motor running continuosly	Deactivated both NACA motors (parts unavailable)	$37.80
No. 2 Nav would not couple during RNAV approach	Troubleshoot	?
Voids in TR boot proseal.	Touch up pro seal around TR boots (.5 hours)	$70.00
No. 2 engine drive shaft kevlar bulb seal torn	Replaced No. 2 Hydraulic pump cover bulb seal	$267.59
Landing gear position light burned out	Replace bulb (.5 hour)	$70.00
	TOTAL	$20,244.01

Please approve Corrective actions for these discrepancies by signing below:

Lawrence VIsoski, Hyperion Air, LLC	
Customer Name	Customer Signature

Subject: Here is my signed document MxPreBuy
From: "Larry Visoski" [redacted]
Sent: 6/13/2019 9:08:33 AM
To: "Darren Indyke" [redacted]; "Angie Risley" [redacted]
Attachments: MxPreBuy.pdf

I signed the attached document. Thanks!

Signed with SignNow

CONFIDENTIAL Subject to Protective Order IATS - 000504
SDNY_GM_02774609
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261249
EFTA01339877

Associated Aircraft Group, Inc.
32 Griffith Way, Hudson Valley Regional Airport
Wappingers Falls, New York 12590
Phone: 845-463-6500
Fax: 845-463-5687
Date: 6/11/2019, 4:17 PM

CUSTOMER INFORMATION

Hyperion Air,LLC
6100 Red Hook
Quarters B3
Saint Thomas, USVI 00802
917-868-6145
Reg. No: N722JE
2008 Sikorsky S-76C++
SERIAL: 760750
Status: Open
Created on: 4/16/2019

Customer Invoice
Work Order: 6391-04-2019

Item: 1 - Airworthy Airframe

Discrepancy — Hours — Subtotal

Comply with RSM preliminary inspection
A/C TT: 2623.1
Landings: 5433
No. 1 TT: 2623.1
No. 1 Cycles: 3804/3830
No. 2 TT: 2623.1
No. 2 Cycles: 3140/3149

Corrective Action

Complied with RSM Preliminary Inspection, visual inspection checked ok, Flt Log information received. 5 boxes of acft records, c attached. 4-17-2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 05/30/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 2 - Airworthy Airframe

Discrepancy — Hours — Subtotal

Comply with 25 and 50 hour Airframe Inspection requirements. Ref attached checklist.

Corrective Action

Complied with 25 and 50 hour Airframe Inspection requirements. No defects noted
6/6/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/06/19

Qty	Unit	Part Number	Description	Serial Number	Unit Price	Subtotal
1	EACH	65104-11022-102	SHIM (P/O: 20181336) (Lot: 1863)			
1	EA	MS17825-10	NUT (P/O: 20190359) (Lot: 2495)			
2	EACH	MS17826-10	NUT (P/O: 20190617) (Lot: 2280)			
1	EACH	MS17826-10	NUT (P/O: 20190617) (Lot: 2280)			
1	EACH	MS17826-12	NUT (P/O: 20190617) (Lot: 2275)			
1	EACH	SS52M0635Z1562	Rotating Scissor Shim (P/O: 20181304) (Lot: 1587)			

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 3 - Airworthy Airframe

Discrepancy — Hours — Subtotal

Comply with 600-hour airframe inspection requirements. Ref attached checklist.

Corrective Action

Complied with 600-hour airframe inspection requirements. Ref attached checklist. No defects noted
6/7/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/07/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

CONFIDENTIAL Subject to Protective Order IATS - 000505
SDNY_GM_02774610
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261250
EFTA01339878

Item: 4 - Airworthy Airframe

Discrepancy — **Hours** — **Subtotal**

Comply with 3, 6, and 12-month airframe calendar inspection requirements I/A/W S-76C ALIRM. Ref attached checklist.

Corrective Action

Complied with 3, 6, and 12-month airframe calendar inspection requirements I/A/W S-76C ALIRM. Ref attached checklist. No defects noted.
06/07/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/07/19

Qty	Unit	Part Number	Description	Serial Number	Unit Price	Subtotal
1	EA	2380/QT	OIL (P/O: 20190501) (Lot: 1990)			
9	QT	25QT	BP TURBO OIL 25 (P/O: 20181465) (Lot: 1581)			
4	QT	25QT	BP TURBO OIL 25 (P/O: 20181688) (Lot: 1676)			
1	EA	39N899	Iodine Wipes (P/O: 20190082) (Lot: 1789)			
1	EA	KA100	Oil Sample Kit (P/O: 20180993) (Lot: 2430)			
4	EACH	M83248-1-012	ORING (P/O: 20190085) (Lot: 1850)			
4	EACH	M83248-1-131	ORING (P/O: 20171794) (Lot: 1331)			
2	EACH	M83248-1-908	ORING (P/O: 20180309) (Lot: 2038-1)			
2	QT	MOBIL-254	OIL (P/O: 20190501) (Lot: 1998)			
2	EACH	MS29513-284	FUEL TANK ORING (P/O: 20190117) (Lot: 1853)			
1	EACH	MS29561-111	PACKING (P/O: 20180263) (Lot: 2025)			
0	EA	SHIPPING/HANDLING	SERVICE WORK (Ship: 5.42)			

Labor: **Parts:** **Shipping:** **Outside Repair:** **Item Subtotal:**

CONFIDENTIAL Subject to Protective Order IATS - 000506
SDNY_GM_02774611
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261251
EFTA01339879

Item: 5 - Airworthy Airframe

Discrepancy — **Hours** — **Subtotal**

Comply with 36 month/1250 hour airframe inspection requirements I/A/W Sikorsky S-76C Airworthiness Limitations & Inspection Requirements manual.

Corrective Action

Complied with 36 month/1250 hour airframe inspection requirements I/A/W Sikorsky S-76C Airworthiness Limitations & Inspection Requirements manual. No defects noted
6/7/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/07/19

Qty	Unit	Part Number	Description	Serial Number	Unit Price	Subtotal
4	EACH	76102-08015-101	SHIM (P/O: 20190125) (Lot: 2452)			
4	EACH	76105-08006-101	SPRING			
4	EACH	76105-08066-101	SHIM (P/O: 20190125) (Lot: 1904)			
8	EACH	76105-08067-101	DROOP STOP SPRING (P/O: 20190356) (Lot: 2098)			
1	EACH	76106-00701-101	BOLT (P/O: 20181551) (Lot: 2129)	B194-08563		
1	EACH	76106-00701-101	BOLT (P/O: 20181551) (Lot: 2129)	B194-08487		
1	EACH	76106-00701-101	BOLT (P/O: 20181551) (Lot: 2129)	B194-08635		
8	EA	MS17825-10	NUT (P/O: 20190617) (Lot: 2276)			
4	EACH	MS17825-8	NUT (P/O: 20190617) (Lot: 2274)			
13	EACH	MS17825-8	NUT (P/O: 20190617) (Lot: 2274)			
3	EACH	MS17825-8	NUT (P/O: 20190016) (Lot: 1774)			
4	EACH	MS17826-8	NUT (P/O: 20190617) (Lot: 2279)			
1	EACH	MS21043-5	NUT (P/O: 20180578) (Lot: 2187)			
3	EACH	MS21043-5	NUT (P/O: 20180578) (Lot: 2187)			
12	EACH	MS21043-6	NUT (P/O: 20190617) (Lot: 2278)			
9	EACH	MS21043-6	NUT (P/O: 20190617) (Lot: 2278)			
16	EACH	MS21093-343	UNIBALL SCREW (P/O: 20180819) (Lot: 2235)			
3	EACH	NAS1226-22L	BOLT (P/O: 20181336) (Lot: 2009)			
1	EACH	NAS1226-30L	BOLT (P/O: 20180302) (Lot: 2061)			
4	EACH	NAS1307-18D	BOLT (P/O: 20190327) (Lot: 1004)			
2	EACH	NAS1515D8	SEAL (P/O: 20181786) (Lot: 2213)			
6	EACH	NAS6206-22	BOLT (P/O: 20190327) (Lot: 1005)			
3	EACH	NAS6206-24	BOLT (P/O: 20190327) (Lot: 1003)			
2	EACH	NAS6206-30	BOLT (P/O: 20180643) (Lot: 1396)			
1	EACH	NAS6206-32	BOLT (P/O: 20180032) (Lot: 0927)			
4	EACH	NAS6206-8	BOLT (P/O: 20180643) (Lot: 2237)			
4	EACH	NAS6604H3	BOLT (P/O: 20181046) (Lot: 2440)			
8	EA	NAS6604H4	BOLT (P/O: 20190085) (Lot: 1850)			
4	EA	NAS6604H5	BOLT (P/O: 20190085) (Lot: 1850)			
16	EA	NAS6606-32	BOLT (P/O: 20180643) (Lot: 1298)			
8	EACH	NKN626-33	BOLT (P/O: 20190125) (Lot: 2285-1)			
8	EACH	SS4409-055	WASHER (P/O: 20190282) (Lot: 2068)			
4	EACH	SS4409-055	WASHER (P/O: 20190282) (Lot: 2068)			
4	EACH	SS52M0450Z1000	WASHER (P/O: 20190357) (Lot: 2064)			

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

CONFIDENTIAL Subject to Protective Order IATS - 000507
SDNY_GM_02774612
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261252
EFTA01339880

Item: 6 - Airworthy Airframe

Discrepancy — Hours — Subtotal

Comply with 36 month S76C inspection checklist Item 70, separate rotating and stationary swashplates and inspect all surfaces for signs of nicks, gouges, corrosion, or wear.

Corrective Action

Complied with 36 month S76C inspection checklist Item 70, separate rotating and stationary swashplates and inspect all surfaces for signs of nicks, gouges, corrosion, or wear IAW S76C MM Ch 65.
No defects noted. 06/06/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/06/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 7 - Airworthy Airframe

Discrepancy — Hours — Subtotal

Comply with 36 month S76C inspection checklist Item 71, remove and inspect main rotor head components and bolts for corrosion, fretting, scoring, gouging, and other damage

Corrective Action

Complied with 36 month S76C inspection checklist Item 71, remove and inspect main rotor head components and bolts for corrosion, fretting, scoring, gouging, and other damage IAW S76C MM Ch 65.
No defects noted. 06/06/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/06/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 8 - Airworthy Airframe

Discrepancy — Hours — Subtotal

Comply with 36 month S76C inspection checklist Item 73, inspect MR spindle threads and nuts for corrosion

Corrective Action

Complied with 36 month S76C inspection checklist Item 73, inspect MR spindle threads and nuts for corrosion and reassembled IAW S76C MM Ch 65.
No defects noted. 05/17/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 05/29/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 9 - Airworthy Airframe

Discrepancy — Hours — Subtotal

Comply with 36 month S76C inspection checklist Item 73A, inspect main rotor spindle cuff or blade fold for cracks. Ref attached checklist

Corrective Action

Complied with 36 month S76C inspection checklist Item 73A, inspect main rotor spindle cuff or blade fold for cracks. Ref attached checklist.
No defects noted. 6/7/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/07/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

CONFIDENTIAL Subject to Protective Order IATS - 000508
SDNY_GM_02774613
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261253
EFTA01339881

Item: 10 - Airworthy Airframe

Discrepancy — Hours — Subtotal

Comply with 36 month S76C inspection checklist Item 73B, fluorescent penetrant inspection of both upper and lower bifilar attachment lugs surfaces

Corrective Action

Complied with 36 month S76C inspection checklist Item 73B, fluorescent penetrant inspection of both upper and lower bifilar attachment lugs surfaces IAW S76C MM Ch 65. No defects noted. 05/21/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 05/24/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 11 - Airworthy Airframe

Discrepancy — Hours — Subtotal

Lube Item 2, (A) MLG Blowdown bottle service with Nitrogen.

Corrective Action

Lubed Item 2, (A) MLG Blowdown bottle service with Nitrogen IAW S76C MM Ch 32.
6/5/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/06/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 12 - Airworthy Airframe

Discrepancy — Hours — Subtotal

Lube Item 7, (C) 1500 hour/24 m T/R Control Pedal and Support Arm Bearing with Mobil 28

Corrective Action

Lubed Item 7, (C) 1500 hour/24 m T/R Control Pedal and Support Arm Bearing with Mobil 28 IAW S76C MM Ch 67.
05/17/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 05/28/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 13 - Airworthy Airframe

Discrepancy — Hours — Subtotal

Lube Item 8 (C) 6 month T/R Cables with Pre-lube-6

Corrective Action

Lubed Item 8 (C) 6 month T/R Cables with Pre-lube-6 IAW S76C MM Ch 67.
05/16/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 05/24/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 14 - Airworthy Airframe

Discrepancy — Hours — Subtotal

Lube item 10, (C) 12 month LG Wheel Bearing lube with SHC-100.

Corrective Action

Lubed item 10, (C) 12 month LG Wheel Bearing lube with SHC-100 IAW S76 MM Ch 32.
6/5/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/05/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

CONFIDENTIAL Subject to Protective Order IATS - 000509
SDNY_GM_02774614
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261254
EFTA01339882

Item: 15 - Airworthy Airframe

Discrepancy | **Hours** | **Subtotal**

Lube item 13, (C) 900 hour/12 month IGB oil drain and reservice with Mobil 254.

Corrective Action

Lubed item 13, (C) 900 hour/12 month IGB oil drain and reservice with Mobil 254 IAW S76C MM Ch 66.
05/28/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 05/28/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 16 - Airworthy Airframe

Discrepancy | **Hours** | **Subtotal**

Lube item 13A, (C) 12 month IGB Input/Output Flange Lube with ACF-50

Corrective Action

Lubed item 13A, (C) 12 month IGB Input/Output Flange Lube with ACF-50 IAW S76C MM Ch 66.
05/16/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 05/24/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 17 - Airworthy Airframe

Discrepancy | **Hours** | **Subtotal**

Lube item 14, (C) 900 hour/12 month TGB oil drain and reservice with Mobil 254

Corrective Action

Lubed item 14, (C) 900 hour/12 month TGB oil drain and reservice with Mobil 254 IAW S76C MM Ch 66.
05/28/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 05/28/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 18 - Airworthy Airframe

Discrepancy | **Hours** | **Subtotal**

Lube item 14A, (C) 12 month TGB Input Flange Lube with ACF-50

Corrective Action

Lubed item 14A, (C) 12 month TGB Input Flange Lube with ACF-50 IAW S76C MM Ch 66.
05/16/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 05/24/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

CONFIDENTIAL Subject to Protective Order IATS - 000510
SDNY_GM_02774615
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261255
EFTA01339883

Item: 19 - Airworthy Airframe

Discrepancy — **Hours** — **Subtotal**

Lube item 17, (C) 300 hour/12 month 2S1/2 OCB Internal Shaft Spline lube with Mobil 28

Corrective Action

Lubed item 17, (C) 300 hour/12 month 2S1/2 OCB Internal Shaft Spline lube with Mobil 28 IAW S76C MM Ch 79.
Ops check good. 05/28/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 05/28/19

Qty	Unit	Part Number	Description	Serial Number	Unit Price	Subtotal
2	EACH	J00607178VIT6	OIL COOLER BLOWER ORING (P/O: 20190089) (Lot: 1913)			
2	EACH	J06830353FLS6	OIL COOLER BLOWER ORING (P/O: 20181021) (Lot: 1340)			

Labor: **Parts:** **Shipping:** **Outside Repair:** **Item Subtotal:**

Item: 20 - Airworthy Airframe

Discrepancy — **Hours** — **Subtotal**

Lube item 18, (C) 900 hour/12 month MGB oil drain and reservice with Eastman 25.

Corrective Action

Lubed item 18, (C) 900 hour/12 month MGB oil drain and reservice with Eastman 25 IAW S76C MM Ch 66.
05/28/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 05/28/19

Labor: **Parts:** **Shipping:** **Outside Repair:** **Item Subtotal:**

Item: 21 - Airworthy Airframe

Discrepancy — **Hours** — **Subtotal**

Lube item 21, hydraulic modules

Corrective Action

Lubed item 21, No. 1 and No. 2 hydraulic modules with Royco 782.
06/06/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/07/19

Labor: **Parts:** **Shipping:** **Outside Repair:** **Item Subtotal:**

Item: 22 - Airworthy Airframe

Discrepancy — **Hours** — **Subtotal**

Lube item 22, (C) 50 hour Bifilar lube with TFL-50

Corrective Action

Lubed item 22, (C) 50 hour Bifilar lube with TFL-50 IAW S76C MM Ch 65.
No defects noted. 06/04/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/04/19

Labor: **Parts:** **Shipping:** **Outside Repair:** **Item Subtotal:**

CONFIDENTIAL Subject to Protective Order IATS - 000511
SDNY_GM_02774616
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261256
EFTA01339884

Item: 23 - Airworthy Airframe

Discrepancy — Hours — Subtotal

Lube item 24, (C) 600 hour/12 month AC Generator Shaft Spline lube with Tribolube 9
S/N Off: 295

Corrective Action

Lubed item 24, (C) 600 hour/12 month AC Generator Shaft Spline lube with Tribolube 9 IAW S76C MM Ch 24.
S/N On: 295
5/28/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 05/29/19

Qty	Unit	Part Number	Description	Serial Number	Unit Price	Subtotal
1	EACH	MS28775-116	ORING (P/O: 20190099) (Lot: 2249)			

Labor: **Parts:** **Shipping:** **Outside Repair:** **Item Subtotal:**

Item: 24 - Airworthy Airframe

Discrepancy — Hours — Subtotal

Lube item 25, (C) 600 hour/12 month Swashplate lube with Mobil 28

Corrective Action

Lubed item 25, (C) 600 hour/12 month Swashplate lube with Mobil 28.
05/31/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 05/31/19

Labor: **Parts:** **Shipping:** **Outside Repair:** **Item Subtotal:**

Item: 25 - Airworthy Airframe

Discrepancy — Hours — Subtotal

Comply with ICA IC00278a Secondary Pilot/Co-pilot Door Lock Pin, 300 hr/annual inspection. Ref attached checklist.

Corrective Action

Complied with ICA IC00278a Secondary Pilot/Co-pilot Door Lock Pin, 300 hr/annual inspection IAW attached checklist.Ops check good.
No defects noted. 05/28/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 05/29/19

Labor: **Parts:** **Shipping:** **Outside Repair:** **Item Subtotal:**

Item: 26 - Airworthy Airframe

Discrepancy — Hours — Subtotal

Comply with ICA IC00843a Honeywell MFRD System, Annual / 300 hour inspection. Ref attached checklist.

Corrective Action

Complied with ICA IC00843a Honeywell MFRD System, Annual / 300 hour inspection.
No defects noted. 6/6/19

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/06/19

Labor: **Parts:** **Shipping:** **Outside Repair:** **Item Subtotal:**

CONFIDENTIAL Subject to Protective Order IATS - 000512
SDNY_GM_02774617
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261257
EFTA01339885

Item: 27 - Airworthy Airframe

Discrepancy — Hours — Subtotal

Comply with ICA IC00916 "Silencer" Wall Panel System, 300 hr / annual inspection. Ref attached checklist.

Corrective Action

Comply with ICA IC00916 "Silencer" Wall Panel System, 300 hr / annual inspection. Ref attached checklist.
No defects noted. 6/6/19

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/06/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 28 - Airworthy Airframe

Discrepancy — Hours — Subtotal

Comply with ICA IC00925 Retractable Boarding Step, 300 hour/12 month inspection. Ref attached checklist.

Corrective Action

Complied with ICA IC00925 Retractable Boarding Step, 300 hour/12 month inspection.
No defects noted. 6/6/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/06/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 29 - Airworthy Airframe

Discrepancy — Hours — Subtotal

Comply with ICA IC01217 Deluxe VIP Interior System 100 hour / annual. Ref attached checklist.

Corrective Action

Complied with ICA IC01217 Deluxe VIP Interior System 100 hour / annual. Ref attached checklist.
No defects noted. 6/6/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/06/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 30 - Airworthy Airframe

Discrepancy — Hours — Subtotal

Comply with ICA IC01357 Garmin GMX-200, 300 hr/12 mo inspections. Ref attached checklists

Corrective Action

Complied with ICA IC01357 Garmin GMX-200, 300 hr/12 mo inspections.
No defects noted. 6/6/19

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/06/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 31 - Airworthy Airframe

Discrepancy — Hours — Subtotal

Comply with ICA IC01421 Garmin GDL 69/69A Weather Data Receiver 300 hour/annual. Ref attached checklist.

Corrective Action

Complied with ICA IC01421 Garmin GDL 69/69A Weather Data Receiver 300 hour/annual.
No defects noted. 6/6/19

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/06/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

CONFIDENTIAL Subject to Protective Order IATS - 000513
SDNY_GM_02774618
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261258
EFTA01339886

Item: 32 - Airworthy Airframe

	Hours	Subtotal

Discrepancy
Comply with ICA IC01696 LED Light Kit 50 hr/12 m inspection.
Ref attached checklist.

Corrective Action
Complied with ICA IC01696 LED Light Kit 50 hr/12 m inspection.
No defects noted. 6/6/19

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/06/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 33 - Airworthy Airframe

	Hours	Subtotal

Discrepancy
Comply with ICA IC01812 TrueNorth Simphone SATCOM, Annual. Ref attached checklist.

Corrective Action
Complied with ICA IC01812 TrueNorth Simphone SATCOM, Annual.
No defects noted. 6/619

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/06/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 34 - Airworthy Airframe

	Hours	Subtotal

Discrepancy
Comply with ICA IC01841 Universal Avionics UNS-1Fw Flight Management System with LPV Monitor, Annual inspection. Ref attached checklist.

Corrective Action
Complied with ICA IC01841 Universal Avionics UNS-1Fw Flight Management System with LPV Monitor, Annual inspection.
No defects noted. 6/6/19

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/06/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 35 - Airworthy Airframe

	Hours	Subtotal

Discrepancy
Comply with ICA 1K7707, Eaton/Tedeco Zapper Chip Detector system, 500 hour/6 month inspection. Ref attached checklist.

Corrective Action
Complied with ICA 1K7707, Eaton/Tedeco Zapper Chip Detector system, 500 hour/6 month inspection IAW attached checklist. Ops check good.
No defects noted. 05/28/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 05/29/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

CONFIDENTIAL Subject to Protective Order IATS - 000514
SDNY_GM_02774619
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261259
EFTA01339887

Item: 36 - Airworthy Airframe

Hours Subtotal

Discrepancy
Comply with ICA IM93-32c, T/R Pedals, 300hr,1500hr/ 12-month inspection and grease lubrication. Ref attached checklist.

Corrective Action
Complied with ICA IM93-32c, T/R Pedals, 300hr,1500hr/ 12-month inspection and grease lubrication with Mobill 28.
05/17/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 05/28/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 37 - Airworthy Airframe

Hours Subtotal

Discrepancy
Send PS-855 Emergency Power Supply for 12 month Capacity Check
P/N off: 501-1712-01
S/N off: 1415

Corrective Action
Installed original PS-855 Emergency power supply IAW S76MM Ch 24.
Ops Check Good. 05/30/2019
P/N on: 501-1712-01
S/N on: 1415
Outside Repair:
AVIALL, INC.

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 05/31/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 38 - Airworthy Airframe

Hours Subtotal

Discrepancy
Send Grimes emergency light power supply out for capacity check
P/N off: 61-0478-9
S/N off: FP3679

Corrective Action
Installed Grimes emergency light power supply IAW S76 MM Ch 33. 6/6/19
P/N: 61-0478-9
S/N: FP3679
Outside Repair:
AVIALL, INC.

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/07/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 39 - Airworthy Airframe

Hours Subtotal

Discrepancy
Contract STS to comply with the 12 month inspection checklist item 22, pilot collective stick NDT.

Corrective Action
Complied with by STS See WO# 13569.
No defects noted. 5-13-2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/04/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

CONFIDENTIAL Subject to Protective Order IATS - 000515
SDNY_GM_02774620
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261260
EFTA01339888

Item: 40 - Airworthy Airframe

Discrepancy — Hours — Subtotal

Contract STS to comply with the S76C 1250/3year spindle crack inspection

Corrective Action

Complied with by STS See WO# 13569.
No defects noted. 5-13-2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/04/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 41 - Airworthy Airframe

Discrepancy — Hours — Subtotal

Contract Cabin Crafters for interior R&R

Corrective Action

Contracted Cabin Crafters to R&R interior. 5-28-2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/07/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 42 - Airworthy Airframe

Discrepancy — Hours — Subtotal

Contract Duncan Aviation to comply with the 12 month 14 CFR 91.207.d ELT internal visual inspection and ops check

Corrective Action

Complied with by Duncan Aviation.
6-6-209

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/06/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 43 - Airworthy Airframe

Discrepancy — Hours — Subtotal

Contract Duncan Aviation to comply with the 24 month 14 CFR 91.411 & 91.413 checks.

Corrective Action

Complied with by Duncan Aviation.
6-6-209

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/06/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

CONFIDENTIAL Subject to Protective Order IATS - 000516
SDNY_GM_02774621
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261261
EFTA01339889

Item: 44 - Airworthy Airframe

Discrepancy — **Hours** — **Subtotal**

Replace tail rotor cables

Corrective Action

Installed new tail rotor cables and turn buckles IAW S76C MM 67. 05/17/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 05/28/19

Qty	Unit	Part Number	Description	Serial Number	Unit Price	Subtotal
1	EACH	70400-00514-101	PIN (P/O: 20190646) (Lot: 2424)			
1	EACH	76400-03191-046	CABLE (P/O: 20190615) (Lot: 2345)			
1	EACH	76400-03191-050	CABLE (P/O: 20190125) (Lot: 1904)			
1	EACH	76400-03191-051	CABLE (P/O: 20190125) (Lot: 1905)			
1	EACH	76400-03191-059	CABLE (P/O: 20180986) (Lot: 2337)			
2	EACH	MS21251B5L	TURNBUCKLE (P/O: 20190617) (Lot: 2273)			
4	EACH	MS21256-2	CLIP (P/O: 20190085) (Lot: 1850)			

Labor: **Parts:** **Shipping:** **Outside Repair:** **Item Subtotal:**

Item: 45 - Airworthy Airframe

Discrepancy — **Hours** — **Subtotal**

Replace tail drive shaft bearing assemblies
P/N off: 76361-04007-042
#2 S/N off: C348-00254
#3 S/N off: C348-00255
#4 S/N off: C348-00262c

Corrective Action

Removed and replaced all 3 tail drive shaft bearing assemblies IAW S76C MM Ch 66. 05/15/2019
P/N on: 76361-04007-042
#2 S/N on: C348-00531
#3 S/N on: C348-00533
#4 S/N on: C348-00547

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 05/28/19

Qty	Unit	Part Number	Description	Serial Number	Unit Price	Subtotal
1	EA	76361-04007-042	BEARING SUPPORT (P/O: 20190341) (Lot: 2421)	C348-00533		
1	EA	76361-04007-042	BEARING SUPPORT (P/O: 20190341) (Lot: 2422)	C348-00531		
1	EA	76361-04007-042	BEARING SUPPORT (P/O: 20190341) (Lot: 2423)	C348-00547		
12	EACH	NAS464P4A5	BOLT (P/O: 20181775) (Lot: 1844)			
12	EACH	SS4411-08S025NP	WASHER (P/O: 20180948) (Lot: 2068-1)			
12	EACH	SS5086-04	NUT (P/O: 20190652) (Lot: 2364)			

Labor: **Parts:** **Shipping:** **Outside Repair:** **Item Subtotal:**

CONFIDENTIAL Subject to Protective Order IATS - 000517
SDNY_GM_02774622
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261262
EFTA01339890

Item: 46 - Airworthy Airframe

Discrepancy — Hours — Subtotal
Bore scope #1 and #2 engines

Corrective Action
Bore scoped #1 and #2 engines I/A/W Turbomeca 2S2 Maintenance Manual, Chapter 72. 6/4/19

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/05/19

Qty	Unit	Part Number	Description	Serial Number	Unit Price	Subtotal
4	EACH	9998050021	WASHER, LOCK (P/O: 20180453) (Lot: 1360)			

Labor: Parts: Shipping: Outside Repair: Item Subtotal:

Item: 47 - Airworthy Airframe

Discrepancy — Hours — Subtotal
Comply with Engine runs.

Corrective Action
Ran Engines --04/30/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/07/19

Labor: Parts: Shipping: Outside Repair: Item Subtotal:

Item: 48 - Airworthy Airframe

Discrepancy — Hours — Subtotal
Comply with long term storage requirements on No. 1 and No. 2 Engines

Corrective Action
Complied with long term storage requirements on No. 1 and No. 2 Engines IAW Turbomeca MM Ch 71. 05/07/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/05/19

Qty	Unit	Part Number	Description	Serial Number	Unit Price	Subtotal
8	EA	AEROSHELL500	Engine Preserve Oil (P/O: 20190406) (Lot: 1967)			
1	EA	BRAYCO599	Oil (P/O: 20190406) (Lot: 1972)			

Labor: Parts: Shipping: Outside Repair: Item Subtotal:

Item: 49 - Airworthy Airframe

Discrepancy — Hours — Subtotal
Engine throttles very stiff and rubbing.

Corrective Action
Reference item 96. duplicate

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/07/19

Labor: Parts: Shipping: Outside Repair: Item Subtotal:

CONFIDENTIAL Subject to Protective Order IATS - 000518
SDNY_GM_02774623
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261263
EFTA01339891

Item: 50 - Airworthy Airframe

Discrepancy | Hours | Subtotal

Auto pilot 2ER 128
(Collective out detent)

Corrective Action

Complied with autopilot check, no defect noted. 6/7/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/07/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 51 - Airworthy Airframe

Discrepancy | Hours | Subtotal

#1 & #2 Engine Barrier Filters show one green segment at idle.

Corrective Action

Cleaned and inspected #1 and #2 barrier filter systems IAW FDC/Aerofilter CMM. Ops check good.
06/07/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/07/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 52 - Airworthy Airframe

Discrepancy | Hours | Subtotal

Oil leaking from vent tube attachment fitting on both engines

Corrective Action

Replaced #1 and #2 engine oil vent tubes I/A/W Turbomecca 2S2 MM. 6/6/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/07/19

Qty	Unit	Part Number	Description	Serial Number	Unit Price	Subtotal
2	EACH	9794410150	ORING (P/O: 20180453) (Lot: 1360)			

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 53 - Airworthy Airframe

Discrepancy | Hours | Subtotal

Tail drive shaft cover front end tip is damaged

Corrective Action

Repaired tail drive shaft cover front end tip I/A/W Sikorsky SRM MM Chapter 51.
6/6/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/07/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 54 - Airworthy Airframe

Discrepancy | Hours | Subtotal

No. 2 exhaust prolongator has loose rivets

Corrective Action

Replaced loose fasteners on No. 2 exhaust prolongator.
IAW S76C MM Chp 78
6/5/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/05/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

CONFIDENTIAL Subject to Protective Order IATS - 000519
SDNY_GM_02774624
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261264
EFTA01339892

Item: 55 - Airworthy Airframe

Discrepancy — Hours — Subtotal

Send main battery out for capacity check
P/N off: RG-380E/44
S/N off: 40970213

Corrective Action

Installed battery after capacity check IAW S76C MM Ch 24. Ops check good.
No defects noted. 06/06/2019
P/N on: RG-380E/44
S/N on: 40970213
Outside Repair:
AVIALL, INC.

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/07/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 56 - Airworthy Airframe

Discrepancy — Hours — Subtotal

Swashplate dust shield debonded above fwd and aft servo's

Corrective Action

Rebonded swashplate dust shield IAW S76C MM Chp 65
5/13/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 05/15/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 57 - Airworthy Airframe

Discrepancy — Hours — Subtotal

Lateral servo bearings worn beyond limits. Remove servo for bearing replacement.
P/N off: 76650-09805-111
S/N off: B345-02097

Corrective Action

Installed original repaired MR lateral servo IAW S76C MM Ch 67. 05/30/2019
P/N on: 76650-09805-111
S/N on: B345-02097
Outside Repair:
HELICOPTER ACCESSORY SVC EAST

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/05/19

Qty	Unit	Part Number	Description	Serial Number	Unit Price	Subtotal
2	EACH	MS21043-5	NUT (P/O: 20180578) (Lot: 2187)			
2	EACH	MS21043-6	NUT (P/O: 20190617) (Lot: 2278)			
0	EA	SHIPPING/HANDLING	SERVICE WORK (Ship: 27.70)			

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 58 - Airworthy Airframe

Discrepancy — Hours — Subtotal

Service #1 and #2 engine oil

Corrective Action

Serviced #1 and #2 engine with Mobil 254 IAW S76C MM Ch 12.
6/7/19

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/07/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

CONFIDENTIAL Subject to Protective Order IATS - 000520
SDNY_GM_02774625
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261265
EFTA01339893

Item: 59 - Airworthy Airframe

Discrepancy — Hours — Subtotal

Rotating scissor spherical bearing worn past limits. Remove and replace bearing.
P/N: SB5083-101

Corrective Action

Removed and replaced rotating scissor spherical bearing with new IAW S76C MM Ch 65.
No defects noted. 05/16/2019
P/N on: SB5083-101

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 05/24/19

Qty	Unit	Part Number	Description	Serial Number	Unit Price	Subtotal
1	EACH	SB5083-101	SWASHPLATE SCISSOR SPHERICAL ROTATING BEARING (P/O: 20190357) (Lot: 2085)			

Labor: **Parts:** **Shipping:** **Outside Repair:** **Item Subtotal:**

Item: 60 - Airworthy Airframe

Discrepancy — Hours — Subtotal

L/H MLG position rod end is worn beyond limits. Replace rod end.
P/N off: 2071A235
S/N off: HSM0401

Corrective Action

Removed and replaced L/H MLG position rod with customer supplied part IAW Goodrich MLG CMM.
06/05/2019
P/N on: 2071A235
S/N on: HSM1236

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/05/19

Labor: **Parts:** **Shipping:** **Outside Repair:** **Item Subtotal:**

Item: 61 - Airworthy Airframe

Discrepancy — Hours — Subtotal

Complied with 50hr MLG brake lining measurement. RH brake requires replacement worn to .246, LH brake has .008 wear left.

Corrective Action

Removed and replaced RH MLG brake lining assembly IAW S76C MM Ch 32. Ops check good. Leak check good.
No defects noted. 06/05/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/05/19

Labor: **Parts:** **Shipping:** **Outside Repair:** **Item Subtotal:**

Item: 62 - Airworthy Airframe

Discrepancy — Hours — Subtotal

LH C4 NACA motor running continuously

Corrective Action

Deactivated LH & RH NACA motors IAW C4 System NACA Door Inoperable SEL18-0039
03/17/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 05/24/19

Labor: **Parts:** **Shipping:** **Outside Repair:** **Item Subtotal:**

CONFIDENTIAL Subject to Protective Order IATS - 000521
SDNY_GM_02774626
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261266
EFTA01339894

Item: 63 - Airworthy Airframe

Discrepancy | **Hours** | **Subtotal**

Crack in nose vibration absorber left hand side support at aft bolt.

Corrective Action

Repaired Crack in nose vibration absorber left hand side support at aft bolt IAW S76 SRM. 6/4/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/05/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 64 - Airworthy Airframe

Discrepancy | **Hours** | **Subtotal**

Rotor brake disc worn beyond limits. Measured 0.493"
P/N Off: 76363-09103-105
S/N Off: 0207-50094

Corrective Action

Removed and replaced rotor brake disk and bled system IAW S76C MM Ch 66. Ops check good. Leak check good.
No defects noted. 06/05/2019
P/N On: 76363-09103-105
S/N On: C207-50955 UTC

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/07/19

Qty	Unit	Part Number	Description	Serial Number	Unit Price	Subtotal
1	EACH	76363-09103-105	ROTOR BRAKE DISC (P/O: 20190672) (Lot: 2410)	C207-50955		
2	EA	MS21094-6009	BOLT (P/O: 20170324) (Lot: 1738)			
2	EACH	MS21094-6012	BOLT (P/O: 20190357) (Lot: 2062)			

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 65 - Airworthy Airframe

Discrepancy | **Hours** | **Subtotal**

Reciever/Drier bracket is cracked

Corrective Action

Removed and replaced reciever/dryer bracket and serviced system IAW ACC MM Ch 21. Ops Check Good.
No Defects Noted. 06/07/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/07/19

Qty	Unit	Part Number	Description	Serial Number	Unit Price	Subtotal
2	EACH	ES49011-1	ORING (P/O: 20170414) (Lot: 1772)			
1	EACH	ES49011-2	ORING (P/O: 20190741) (Lot: 2493)			
1	EA	JBS455-1	BRACKET (P/O: 2012204)			

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

CONFIDENTIAL Subject to Protective Order IATS - 000522
SDNY_GM_02774627
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261267
EFTA01339895

Item: 66 - Airworthy Airframe

Hours | Subtotal

Discrepancy
Comply with ASB 76-32-33, (4-17-18), 1-Time inspection of MLG Drag Brace Attachment Bolt P/N: 1945B77, for hidden Corrosion, by May 17, 2019

Corrective Action
Complied with ASB 76-32-33, (4-17-18), 1-Time inspection of MLG Drag Brace Attachment Bolt P/N: 1945B77, for hidden Corrosion, by May 17, 2019 IAW S76C MM Ch 32.
No defects noted. 05/20/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 05/28/19

Qty	Unit	Part Number	Description	Serial Number	Unit Price	Subtotal
2	EACH	1945B96A	BUSHING (P/O: 20181784) (Lot: 2237)			
2	EACH	MS17826-12	NUT (P/O: 20190359) (Lot: 2496)			

Labor: | Parts: | Shipping: | Outside Repair: | Item Subtotal:

Item: 67 - Airworthy Airframe

Hours | Subtotal

Discrepancy
RH Chin bubble seal leaking

Corrective Action
No action taken at this time as per customer. 5/31/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 05/31/19

Labor: | Parts: | Shipping: | Outside Repair: | Item Subtotal:

Item: 68 - Airworthy Airframe

Hours | Subtotal

Discrepancy
No. 1 static port heat inop. Upper LH side on tail cone. Replace static port P/N A021-2-1

Corrective Action
Removed and replaced No. 1 static port Upper LH side on tail cone IAW S76C MM Chp 34 P/N A021-2-1.
6/5/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/06/19

Qty	Unit	Part Number	Description	Serial Number	Unit Price	Subtotal
1	EACH	A021-2-1	VENT;STATIC PORT (P/O: 20151081) (Lot: 2358)			
1	EACH	M81714/11-20D	SPLICE (P/O: 20180317) (Lot: 1020)			

Labor: | Parts: | Shipping: | Outside Repair: | Item Subtotal:

Item: 69 - Airworthy Airframe

Hours | Subtotal

Discrepancy
L/H MLG wheel bearing seal is torn

Corrective Action
Replaced L/H MLG wheel bearing IAW S76 MM Ch 32.
6/5/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/05/19

Qty	Unit	Part Number	Description	Serial Number	Unit Price	Subtotal
1	EACH	LM67000LA902B7	BEARING (P/O: 20190464) (Lot: 2488)			

Labor: | Parts: | Shipping: | Outside Repair: | Item Subtotal:

CONFIDENTIAL Subject to Protective Order IATS - 000523
SDNY_GM_02774628
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261268
EFTA01339896

Item: 70 - Airworthy Airframe

Discrepancy — **Hours** — **Subtotal**

QA certs and documentation

Corrective Action

Complied with QA certs and documentation. 6-7-2019

Inspection Information:
·Final Inspection: ANTHONY TIRONE on 06/07/19
·Function Check: ANTHONY TIRONE on 06/07/19
·Inspector Code: ANTHONY TIRONE on 06/07/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 71 - Airworthy Airframe

Discrepancy — **Hours** — **Subtotal**

#2 Nav would not couple during RNAV approach . Flight log 733

Corrective Action

Removed and reinstalled #1 and #2 AHRS IAW S76C MM Chp 34
6/4/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/07/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 72 - Airworthy Airframe

Discrepancy — **Hours** — **Subtotal**

Voids in TR boot pro seal. Touch up pro seal around TR boots.

Corrective Action

Sealed voids in TR boot pro seal IAW S76C MM Ch 65.
TR balance req'd
06/04/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/07/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 73 - Airworthy Airframe

Discrepancy — **Hours** — **Subtotal**

No. 2 engine drive shaft kevlar bulb seal is torn.

Corrective Action

Removed and replaced #2 hydraulic pump cover bulb seal IAW S76C MM CH 79.
5/28/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 05/29/19

Qty	Unit	Part Number	Description	Serial Number	Unit Price	Subtotal
1	EACH	SS2942-19	HYDRAULIC KEVLAR SEAL (P/O: 20190282) (Lot: 2297)			

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

CONFIDENTIAL Subject to Protective Order IATS - 000524
SDNY_GM_02774629
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261269
EFTA01339897

Item: 74 - Airworthy Airframe

Discrepancy — Hours — Subtotal

Comply with CH 5 conditional maintenance check removal of TR PCRs.

Corrective Action

Complied with CH 5 conditional maintenance check removal of TR PCRs IAW S76C MM Ch 5. No defects noted. 06/04/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/06/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 75 - Airworthy Airframe

Discrepancy — Hours — Subtotal

3P bifilar bushings are worn beyond limits. Spin all 3P bifilar bushings.

Corrective Action

Rotated all 3P bifilar bushings IAW S76C MM Ch 65.
No defects noted. 06/04/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/05/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 76 - Airworthy Airframe

Discrepancy — Hours — Subtotal

Landing gear down and locked indication light burned out

Corrective Action

Removed and replaced landing gear down and locked indication light bulb IAW S76C MM Chp 6/6/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/06/19

Qty	Unit	Part Number	Description	Serial Number	Unit Price	Subtotal
1	EA	30130-C-6	Bulb (P/O: 20181300) (Lot: 1613-1)			

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 77 - Airworthy Airframe

Discrepancy — Hours — Subtotal

Records research

Corrective Action

Complied with records research and applicable bulletin compliance. 6-7-2019

Inspection Information:
·Final Inspection: ANTHONY TIRONE on 06/07/19
·Function Check: ANTHONY TIRONE on 06/07/19
·Inspector Code: ANTHONY TIRONE on 06/07/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

CONFIDENTIAL Subject to Protective Order IATS - 000525
SDNY_GM_02774630
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261270
EFTA01339898

Item: 78 - Airworthy Airframe

	Hours	Subtotal

Discrepancy
Comply with AD 2018-03-04, amdt: 39-19177(03-16-18), Rosemount Aerospace Pitot Tube P/N: 851AK repaired by CSI Aerospace, by S/N

Corrective Action
AD found N/A by installed P/N: 856LK 1/2
No further action required. 05/30/2019

Inspection Information:
·Final Inspection: ANTHONY TIRONE on 06/07/19
·Function Check: ANTHONY TIRONE on 06/07/19
·Inspector Code: ANTHONY TIRONE on 06/07/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 79 - Airworthy Airframe

	Hours	Subtotal

Discrepancy
Comply with AD 2018-13-01, amdt: 39-19313, (8-16-18), RR C30S Governor drive Bearing replacement, P/N: 2544198

Corrective Action
AD found N/A by model S76C
No further action required. 05/30/2019

Inspection Information:
·Final Inspection: ANTHONY TIRONE on 06/07/19
·Function Check: ANTHONY TIRONE on 06/07/19
·Inspector Code: ANTHONY TIRONE on 06/07/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 80 - Airworthy Airframe

	Hours	Subtotal

Discrepancy
Comply with AD 2018-16-01, amdt: 39-19341 (10-31-18) B/E Aerospace Fischer GmbH attendant seat P/N: 1021-A-B-10221-0WX01 and pilot seat P/N: 9911-0-0-X05X111****

Corrective Action
AD found N/A, B/E Aerospace Fischer GmbH attendant seat P/N: 1021-A-B-10221-0WX01 and pilot seat P/N: 9911-0-0-X05X111**** not installed.
No further action required. 05/30/2019

Inspection Information:
·Final Inspection: ANTHONY TIRONE on 06/07/19
·Function Check: ANTHONY TIRONE on 06/07/19
·Inspector Code: ANTHONY TIRONE on 06/07/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 81 - Airworthy Airframe

	Hours	Subtotal

Discrepancy
Comply with AD 2018-16-13, amdt 39-19353, (10-26-18), Zodiac Seats France, 537-Series Cabin Attendant Seats, part number (P/N) 53701-( )( )-( )( )( ), inspect saftey webbing

Corrective Action
AD found N/A Zodiac attendant seats not installed.
No further action required. 05/30/2019

Inspection Information:
·Final Inspection: ANTHONY TIRONE on 06/07/19
·Function Check: ANTHONY TIRONE on 06/07/19
·Inspector Code: ANTHONY TIRONE on 06/07/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

CONFIDENTIAL Subject to Protective Order IATS - 000526
SDNY_GM_02774631
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261271
EFTA01339899

Item: 82 - Airworthy Airframe

Discrepancy	Hours	Subtotal
Comply with AD 2018-23-01, amdt: 39-19487, (12-28-18) inspect Zodiac Seats France Cabin Attendant Seats		

Corrective Action
AD found N/A Zodiac attendant seats not installed.
No further action required. 05/30/2019

Inspection Information:
·Final Inspection: ANTHONY TIRONE on 06/07/19
·Function Check: ANTHONY TIRONE on 06/07/19
·Inspector Code: ANTHONY TIRONE on 06/07/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 83 - Airworthy Airframe

Discrepancy	Hours	Subtotal
Comply with AD 2018-23-12, amdt:39-19499, (12-28-18) Zodiac Aero Evacuation Systems inspections		

Corrective Action
AD found N/A Zodiac Aero Evacuation Systems not installed.
No further action required. 05/30/2019

Inspection Information:
·Final Inspection: ANTHONY TIRONE on 06/07/19
·Function Check: ANTHONY TIRONE on 06/07/19
·Inspector Code: ANTHONY TIRONE on 06/07/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 84 - Airworthy Airframe

Discrepancy	Hours	Subtotal
Comply with AD 2019-07-10, amdt: 39-19621, (05-29-2019) LITEF LCR-100 replacement, w/in 25 hours. Ref: AD 2010-26-09 #1/2 P/N: 145130-7100 #1 S/N: 3076 #2 S/N: 3127		

Corrective Action
AD found N/A per FAA Boston ACO Branch letter, by installation, equipped with EFIS connected to digital AHRS outputs. 5-30-2019

Inspection Information:
·Final Inspection: ANTHONY TIRONE on 06/07/19
·Function Check: ANTHONY TIRONE on 06/07/19
·Inspector Code: ANTHONY TIRONE on 06/07/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 85 - Airworthy Airframe

Discrepancy	Hours	Subtotal
Comply with ASB 76-66-54, (9-17-14), 1-Time inspection for proper application and condition of sealant on the MR Shaft Seal Liner		

Corrective Action
Complied with ASB 76-66-54, (9-17-14), 1-Time inspection for proper application and condition of sealant on the MR Shaft Seal Liner.
No Defects Noted. 06/07/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/07/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

CONFIDENTIAL Subject to Protective Order IATS - 000527
SDNY_GM_02774632
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261272
EFTA01339900

Item: 86 - Airworthy Airframe

Hours Subtotal

Discrepancy
Comply with ASB 76-71-16, (5-14-08) S76A, 1-Time Inspection of Turbomeca 1S & 1S1 engines, TU-330

Corrective Action
ASB 76-71-16 found N/A by installation of 2S2 engines.
No further action required. 05/31/2019

Inspection Information:
·Final Inspection: ANTHONY TIRONE on 06/07/19
·Function Check: ANTHONY TIRONE on 06/07/19
·Inspector Code: ANTHONY TIRONE on 06/07/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 87 - Airworthy Airframe

Hours Subtotal

Discrepancy
Comply with ASB 76-34-11A (1-31-11), One-Time inspection of LCR-100 AHRS units

Corrective Action
ASB 76-34-11A found N/A by installation of LCR-100 AHRS Mod Status 20.
No further action required. 05/31/2019

Inspection Information:
·Final Inspection: ANTHONY TIRONE on 06/07/19
·Function Check: ANTHONY TIRONE on 06/07/19
·Inspector Code: ANTHONY TIRONE on 06/07/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 88 - Airworthy Airframe

Hours Subtotal

Discrepancy
Comply with ASB 76-73-5, 1-Time replacement of No. 1 and No. 2 backup actuator harnesses

Corrective Action
ASB found N/A by aircraft serial number.
No further action required. 05/31/2019

Inspection Information:
·Final Inspection: ANTHONY TIRONE on 06/07/19
·Function Check: ANTHONY TIRONE on 06/07/19
·Inspector Code: ANTHONY TIRONE on 06/07/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 89 - Airworthy Airframe

Hours Subtotal

Discrepancy
Comply with ASB 76-32-31 (11-30-10), One-Time inspection of MLG shock strut assembly positioning rod to bellcrank attachment bolt

Corrective Action
ASB found N/A by aircraft serial number.
No further action required. 05/31/2019

Inspection Information:
·Final Inspection: ANTHONY TIRONE on 06/07/19
·Function Check: ANTHONY TIRONE on 06/07/19
·Inspector Code: ANTHONY TIRONE on 06/07/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

CONFIDENTIAL Subject to Protective Order IATS - 000528
SDNY_GM_02774633
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261273
EFTA01339901

Item: 90 - Airworthy Airframe

Discrepancy — Hours — Subtotal

3P Bumpers are disbonded. Replace bumpers on all 3P bifilar weight assemblies

Corrective Action

Replaced bumpers on all 3P bifilar weight assemblies IAW S76C MM Ch 65.
06/01/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/04/19

Qty	Unit	Part Number	Description	Serial Number	Unit Price	Subtotal
4	EACH	76107-08004-119	3P BUMPER (P/O: 20181302) (Lot: 1613)			

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 91 - Airworthy Airframe

Discrepancy — Hours — Subtotal

5P bifilar bumpers are disbonded. Replace 5P bifilar bumpers.

Corrective Action

Removed and replaced Red and Black 5P bifilar bumpers and rebonded Yellow and blue 5P bifilar bumpers IAW S76C MM Ch 65.
No defects noted. 06/03/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/04/19

Qty	Unit	Part Number	Description	Serial Number	Unit Price	Subtotal
2	EACH	S6112-23041-102	5P BUMPER (P/O: 20181693) (Lot: 2147)			

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 92 - Airworthy Airframe

Discrepancy — Hours — Subtotal

All outboard damper bearings are worn to limits. Remove and replace all outboard damper bearings. P/N: SB5079-102

Corrective Action

Removed and replaced all outboard damper bearings with customer supplied parts IAW S76C MM Ch 65.
06/04/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/06/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 93 - Airworthy Airframe

Discrepancy — Hours — Subtotal

Touch up paint

Corrective Action

Touched up paint as required
6/6/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/06/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

CONFIDENTIAL Subject to Protective Order IATS - 000529
SDNY_GM_02774634
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261274
EFTA01339902

Item: 94 - Airworthy Airframe

Discrepancy — Hours — Subtotal
De-preserve engines

Corrective Action
De-preserved engines IAW Arriel 2S1 MM. 6/7/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/07/19

Qty	Unit	Part Number	Description	Serial Number	Unit Price	Subtotal
8	QT	MOBIL-254	OIL (P/O: 20190666) (Lot: 1529)			

Labor: Parts: Shipping: Outside Repair: Item Subtotal:

Item: 95 - Airworthy Airframe

Discrepancy — Hours — Subtotal
Comply with Main Rotor quick rig requirements

Corrective Action
Complied with post maintenance MR and TR quick rig check requirements IAW S76C MM Ch 67. Ops check good.
No defects noted. 06/06/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/07/19

Labor: Parts: Shipping: Outside Repair: Item Subtotal:

Item: 96 - Airworthy Airframe

Discrepancy — Hours — Subtotal
Adjust #1 and #2 engine control quadrant throttle levers.

Corrective Action
Adjusted #1 and #2 engine control quadrant throttle lever I/A/W Sikorsky S76 MM Chapter 76. 6/5/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/06/19

Labor: Parts: Shipping: Outside Repair: Item Subtotal:

Item: 97 - Airworthy Airframe

Discrepancy — Hours — Subtotal
Start control CB on lower CB panel is broken

Corrective Action
Replaced Start control CB on lower CB panel I/A/W Sikorsky S76 MM Chp 39. 6/6/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/07/19

Qty	Unit	Part Number	Description	Serial Number	Unit Price	Subtotal
1	EA	2TC2-7.5	7.5 AMP KLIXON CIRCUIT BREAKER (P/O: 20141144) (Lot: 1282)			

Labor: Parts: Shipping: Outside Repair: Item Subtotal:

CONFIDENTIAL Subject to Protective Order IATS - 000530
SDNY_GM_02774635
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261275
EFTA01339903

Item: 98 - Airworthy Airframe

Discrepancy	Hours	Subtotal
Review EJM GMM and take RVSM airworthiness release training		

Corrective Action

Reviewed and completed EJM GMM and took RVSM airworthiness release training.
6-6-2019

Inspection Information:
·Final Inspection: ANTHONY TIRONE on 06/07/19
·Function Check: ANTHONY TIRONE on 06/07/19
·Inspector Code: ANTHONY TIRONE on 06/07/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 99 - Airworthy Airframe

Discrepancy	Hours	Subtotal
Comply with Tail Rotor quick rig requirements		

Corrective Action

Complied with Tail Rotor quick rig requirements IAW S76C MM Ch 67. Ops check good.
No defects noted. 06/06/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/07/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 100 - Airworthy Airframe

Discrepancy	Hours	Subtotal
Comply with 7 day/15 hour engine inspections on #1 and #2 engines		

Corrective Action

Complied with 7 day/15 hour engine inspections on #1 and #2 engines IAW Arriel 2S2 MM Chp 5. 6/7/2019

Inspection Information:
·Final Inspection: ANTHONY TIRONE on 06/07/19
·Function Check: ANTHONY TIRONE on 06/07/19
·Inspector Code: ANTHONY TIRONE on 06/07/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 101 - Airworthy Airframe

Discrepancy	Hours	Subtotal
MGB drain access panel seal is debonded. replace seal.		

Corrective Action

Removed and replaced MGB drain access panel seal IAW S76 MM Ch 53. 06/06/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/06/19

Qty	Unit	Part Number	Description	Serial Number	Unit Price	Subtotal
1	EACH	76204-03001-105	GASKET (P/O: 20190615) (Lot: 2344)			

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

CONFIDENTIAL Subject to Protective Order IATS - 000531
SDNY_GM_02774636
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261276
EFTA01339904

Item: 102 - Airworthy Airframe

Hours Subtotal

Discrepancy
Update FMS

Corrective Action
Updated FMS as required.
6/7/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/07/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 103 - Airworthy Airframe

Hours Subtotal

Discrepancy
Update EGPWS

Corrective Action
Updated EGPWS IAW S76 MM Ch 34. 6/7/19
Version- 608NAM

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/07/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 104 - Airworthy Airframe

Hours Subtotal

Discrepancy
Comply with post maintenance final inspection.

Corrective Action
Complied with post maintenance final inspection. 6/7/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/07/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 105 - Airworthy Airframe

Hours Subtotal

Discrepancy
Air conditioner end plate shroud needs adjustment, it is contacting the fan

Corrective Action
Adjusted end plate shroud to maintain proper distance from fan IAW ACC MM Ch 21. Ops Check Good.
No Defects Noted. 06/07/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/07/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 106 - Airworthy Airframe

Hours Subtotal

Discrepancy
Comply with Main Rotor Track & Balance

Corrective Action
Complied with Main Rotor Track & Balance.
6-7-2019

Inspection Information:
·Final Inspection: ANTHONY TIRONE on 06/07/19
·Function Check: ANTHONY TIRONE on 06/07/19
·Inspector Code: ANTHONY TIRONE on 06/07/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

CONFIDENTIAL Subject to Protective Order IATS - 000532
SDNY_GM_02774637
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261277
EFTA01339905

Item: 107 - Airworthy Airframe

Hours Subtotal

Discrepancy
Comply with Tail rotor balance Flat Pitch and LOW checks

Corrective Action
Complied with Tail rotor balance Flat Pitch and LOW checks IAW S76C MM Chp 5. 6/7/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/07/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 108 - Airworthy Airframe

Hours Subtotal

Discrepancy
Comply with three year low level checks

Corrective Action
Complied with three year low level fuel checks IAW S76C MM Ch 28. Ops check good. Leak check good.
No defects noted.
06/07/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/07/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 109 - Airworthy Airframe

Hours Subtotal

Discrepancy
Comply with post maintenance ground runs.

Corrective Action
Complied with post maintenance ground runs. No defects noted. 6/7/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/07/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 110 - Airworthy Airframe

Hours Subtotal

Discrepancy
Comply with engine anti ice checks

Corrective Action
Complied with engine anti ice check IAW S76C MM Ch 30. Ops check good.
No defects noted. 06/07/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/07/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 111 - Airworthy Airframe

Hours Subtotal

Discrepancy
Comply with DC essential bus checks

Corrective Action
Complied with DC essential bus checks IAW S76C MM Chp 5.
No defects noted. 6/7/2019

Inspection Information:
·Final Inspection: RUSSELL LANDON SCOTT on 06/07/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

CONFIDENTIAL Subject to Protective Order IATS - 000533
SDNY_GM_02774638
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261278
EFTA01339906

Item: 112 - Airworthy Airframe

Discrepancy — **Hours** — **Subtotal**

Comply with AD 99-19-30, amdt: 39-11317 (10-4-99) Repetitive 1500 hour inspection of tail gear box forward fairing.

Corrective Action

Complied with AD 99-19-30, amdt: 39-11317 (10-4-99) Repetitive 1500 hour inspection of tail gear box forward fairing during the 12 month inspection.
No defects noted. 6-5-2019

Inspection Information:
·Final Inspection: CHRIS SCHEFTIC on 06/09/19
·Function Check: CHRIS SCHEFTIC on 06/09/19
·Inspector Code: CHRIS SCHEFTIC on 06/09/19

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Item: 113 - Airworthy Airframe

Discrepancy — **Hours** — **Subtotal**

Contract Cabin Crafters to troubleshoot air conditioning low flow out forward cabin outlets

Corrective Action

Cabin crafters removed cabin seats and interior overhead panels to gain access to the overhead duct work. Center 2-pc duct was disassembled and inspected, nothing found to cause a blockage of airflow. CC installed support sealant tape on the interior seams of the upper and lower ducts and reassembled. Checked for airflow, found acceptable. CC reinstalled cabin overhead and other interior components. Airflow checked normal.

Labor:	Parts:	Shipping:	Outside Repair:	Item Subtotal:

Additional Charges

Pilot Services	Tire Disposal	EPA Charge	Oil Analysis	Shop Supplies	Fuel	Misc.	Subtotal

Labor Summary

Shop Labor:	Outside Repair:

685.86 hours were needed to complete this Work Order

Total Labor:	
Total Parts:	
Total Shipping:	
Total Outside Repair:	
Additional Charges:	
Tax:	
Amount Due:	
Deposit:	
Balance Due:	

Lawrence Visoski,
Manager

June 13, 2019

Important Information

Hyperion Air,LLC or Authorized Representative — Date

CONFIDENTIAL — Subject to Protective Order — IATS - 000534

SDNY_GM_02774639

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

EFTA_00261279

EFTA01339907

AIRCRAFT DELIVERY AND ACCEPTANCE CERTIFICATE

Hyperion Air, LLC ("Buyer"), hereby confirms acceptance of delivery from ASI Wings LLC ("Seller") of the aircraft described below, pursuant to the terms and conditions of that certain Aircraft Purchase and Sale Agreement, dated March 27, 2019 (the "Agreement"). Capitalized terms used but not otherwise defined herein shall have the same meanings ascribed to such terms in the Agreement.

Airframe:

Make and Model	Keystone (Sikorsky) model S-76C
Serial Number	760750
Registration Number	N722JE

Engines:

Make and Model	Turbomeca S.A. model Arriel 2S2
Serial Numbers	42285TEC & 42286TEC

Main Rotor Blades ("Blades"):

Make and Model	Sikorsky Model 76150-09100-053
Serial Numbers	A086-03958, A086-03773, A086-03768 & A086-03769

(collectively, the "Aircraft")

Date of Acceptance: _____, 2019

Location of Acceptance: _____

Time of Acceptance: _____

Airframe Cycles: _____
Airframe Hours: _____

Engines	42285TEC	42286TEC
Hours:	_____	_____
Cycles:	_____	_____

Blades:	A086-03958	A086-03773	A086-03768	A086-03769
Hours:	_____	_____	_____	_____
Cycles:	_____	_____	_____	_____

Seller confirms that **[other than as set forth on Schedule E-1 hereto]** the Discrepancies and Additional Remediation Items that were to be corrected by Seller, at Seller's cost, per the provisions of the Agreement have been corrected.

Upon receipt by Escrow Agent of each of the Title Documents, confirmation by Escrow Agent that the Aircraft is free and clear of Liens of record at the FAA Civil Aviation Registry and the International Registry, and confirmation by Escrow Agent of funds sufficient to effect the closing contemplated by the Agreement: (i) Escrow Agent is authorized to (a) cause the FAA Bill of Sale, the Aircraft Registration Application, any Releases and any other documents necessary to effect the transfer of title to Buyer or its designated assignee to be dated and filed with the FAA Civil Aviation Registry for the

CONFIDENTIAL Subject to Protective Order IATS - 000535

SDNY_GM_02774640

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

EFTA_00261280

EFTA01339908

benefit of Buyer, (b) date and release the Warranty Bill of Sale to Buyer, (c) effect the registrations contemplated by Section 11.4 of the Agreement and (d) disburse the Purchase Price in immediately available funds as directed by Seller.

SELLER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES RELATING TO THE CONDITION, OPERATION, AIRWORTHINESS, QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN, VALUE, MANUFACTURE, WORKMANSHIP, DURABILITY, OR SUITABILITY OF THE AIRCRAFT. BUYER ACKNOWLEDGES THAT IT HAS INSPECTED THE AIRCRAFT AND IS SATISFIED WITH THE CONDITION OF THE AIRCRAFT. BUYER AGREES THAT IT IS ACQUIRING THE AIRCRAFT "AS-IS, WHERE IS," AND WITH ALL FAULTS. SELLER HEREBY DISCLAIMS AND BUYER RELEASES ALL OTHER REPRESENTATIONS, WARRANTIES, OBLIGATIONS AND LIABILITIES OF SELLER AND ALL RIGHTS, CLAIMS AND REMEDIES OF SELLER AGAINST SELLER OR ITS AFFILIATES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMITY OR DEFECT (WHETHER LATENT OR DISCOVERABLE) IN THE AIRCRAFT, INCLUDING, WITHOUT LIMITATION, (I) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (II) ANY IMPLIED OR EXPRESS WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; (III) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN TORT OR STRICT LIABILITY, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF SELLER OR ANY PREDECESSOR, ACTUAL OR IMPLIED; (IV) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OR DAMAGE TO THE AIRCRAFT, FOR LOSS OF USE, REVENUE OR PROFIT WITH RESPECT TO THE AIRCRAFT, INTERRUPTION IN THE BUSINESS, TRADE OR PROFESSION OF SELLER, OR FOR ANY DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RESULTING FROM ANY SUCH NONCONFORMITY OR DEFECT.

FOR GREATER CERTAINTY, NOTHING CONTAINED IN THIS AIRCRAFT DELIVERY AND ACCEPTANCE CERTIFICATE SHALL CONTRAVENE, LIMIT OR NEGATE SELLER'S REPRESENTATIONS AND WARRANTIES RELATING TO TITLE TO THE AIRCRAFT CONTAINED IN THE WARRANTY BILL OF SALE (AS DEFINED IN THE PURCHASE AGREEMENT) OF EVEN DATE HEREWITH.

CONFIDENTIAL Subject to Protective Order IATS - 000536

SDNY_GM_02774641

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

EFTA_00261281

EFTA01339909

Buyer acknowledges that it has received the Aircraft from Seller in the Delivery Condition and otherwise in a condition consistent with the terms and conditions of the Agreement and is otherwise satisfactory to Buyer.

SELLER:	BUYER:
ASI Wings LLC	Hyperion Air, LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____, 2019	Date: _____, 2019

CONFIDENTIAL Subject to Protective Order IATS - 000537

SDNY_GM_02774642

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

EFTA_00261282

EFTA01339910

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

AIRCRAFT BILL OF SALE

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

UNITED STATES REGISTRATION NUMBER	N722JE

AIRCRAFT MANUFACTURER & MODEL
Keystone Helicopter S-76C

AIRCRAFT SERIAL NUMBER
760750

DOES THIS DAY OF 2019_
HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:

PURCHASER

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

Hyperion Air LLC
6100 Red Hook Quarter, B3
St. Thomas, USVI 00802

DEALER CERTIFICATE NUMBER

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

IN TESTIMONY WHEREOF I HAVE SET MY HAND THIS DAY OF 2019.

SELLER

NAME(S) OF SELLER (TYPED OR PRINTED)	SIGNATURE(S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
ASI Wings, LLC		

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

CONFIDENTIAL Subject to Protective Order IATS - 000538
SDNY_GM_02774643
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

WARRANTY BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS THAT:

ASI Wings LLC ("Seller"), in consideration of One Dollar (US$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions of that certain Aircraft Purchase and Sale Agreement, dated March 27, 2019, between Seller and Buyer, does hereby irrevocably and unconditionally grant, bargain, sell, transfer and assign to Hyperion Air, LLC ("Buyer") the following:

Airframe:

Make and Model	Keystone (Sikorsky) model S-76C
Serial Number	760750
Registration Number	N722JE

Engines:

Make and Model	Turbomeca S.A. model Arriel 2S2
Serial Numbers	42285TEC & 42286TEC

Main Rotor Blades ("Blades"):

Make and Model	Sikorsky Model 76150-09100-053
Serial Numbers	A086-03958, A086-03773, A086-03768 & A086-03769

Together with all avionics, equipment, components, appliances, accessories, instruments and other items installed in or attached to said airframe, blades and/or engines, together with all loose equipment specific to the foregoing, all as more fully described in Exhibit A, along with all historical records, logbooks, flight, maintenance and inspection manuals, wiring diagrams, completion drawings and supporting technical publications, burn test certificates and evidence of parts traceability, all as more fully described in Exhibit A (all collectively referred to herein as the "Aircraft").

The Engines are described on the International Registry as: TURBOMECA model ARRIEL 2S2 ___ bearing manufacturer's serial numbers 42285 and 42286.

TO HAVE AND TO HOLD the Aircraft unto Buyer, its successors, and assigns, for its and their respective use forever.

Seller hereby warrants and represents to Buyer and its successors and assigns that: (1) Seller is the sole and lawful owner of all legal, and beneficial right, title and interest to the Aircraft; (2) Seller has good and marketable title to the Aircraft and that Buyer will acquire by the terms of this Warranty Bill of Sale good and marketable title to the Aircraft free and clear of all mortgages, leases, security interests, claims, pledges, adverse claims of ownership, restrictions on transfer (such as rights of first refusal or other similar rights), defects of title, charges, liens and encumbrances of any kind whatsoever and with no leased or loaner equipment installed thereon; (3) Seller has the right to sell the Aircraft as aforesaid and (4) Seller shall forever warrant and defend title to the Aircraft and indemnify Buyer against the claims of any person, party, firm, corporation or entity of any kind arising or relating to title or status of title to the Aircraft with respect to the period

CONFIDENTIAL Subject to Protective Order IATS - 000539

SDNY_GM_02774644

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

EFTA_00261284

EFTA01339912

prior to the conveyance evidenced hereby (excluding any of the foregoing, if any, created by, through or under Buyer).

Seller hereby irrevocably and unconditionally transfers, assigns and conveys unto Buyer, its successors and assigns, all of Seller's rights, titles and interests, if any, under any express or implied warranty from, or any service policy or product agreement with the manufacturer of the Aircraft (or any part thereof) or any maintenance or overhaul facility relating to the Aircraft (or any part thereof) or any subcontractor, supplier or vendor thereof, to the extent that such rights are assignable and are not extinguished as a result of this assignment by Seller to Buyer.

This Bill of Sale shall be governed by and construed in accordance with the laws of the State of New York, determined without regard to conflicts of law principles other than Sections 5-1401 and 5-1402 of the New York General Obligations Law.

Seller irrevocably and unconditionally: (a) agrees that any suit, action or legal proceeding arising out of or relating to this Warranty Bill of Sale may be brought in the courts of the State of New York in New York County or the United States District Court for the Southern District of New York; (b) consents to the jurisdiction of, and court rules in any such court; (c) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts and (d) agrees that service of any court paper may be effected on such party by mail, or in such other manner as may be provided under applicable laws or court rules of any such court. SELLER HEREBY KNOWINGLY AND FREELY WAIVES ITS RIGHTS TO A JURY TRIAL IN ANY ACTION, SUIT OR PROCEEDING RELATING TO, ARISING UNDER OR IN CONNECTION WITH THIS WARRANTY BILL OF SALE.

THE AIRCRAFT IS A USED AIRCRAFT AND IS BEING SOLD ON AN "AS IS, WHERE IS" BASIS, AND SELLER DISCLAIMS AND, BY ACCEPTANCE HEREOF BUYER WAIVES, ALL IMPLIED WARRANTIES, GUARANTEES, OR REPRESENTATIONS OF ANY KIND OR NATURE (EXCEPT AS PROVIDED ABOVE), ARISING BY LAW, EQUITY OR OTHERWISE, WITH RESPECT TO THE AIRCRAFT INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION WITH RESPECT TO THE AIRWORTHINESS OR CONDITION OF THE AIRCRAFT, ANY OBLIGATION OR LIABILITY IN TORT, NEGLIGENCE OR WITH RESPECT TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, LOSS OF USE OR PROFITS, OR CONSEQUENTIAL DAMAGES AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, LOSS OF USE, LOSS OF PROFIT OR USAGE OF TRADE.

IN WITNESS WHEREOF, Seller has executed and delivered to Buyer this Warranty Bill of Sale, this ___ day of _____, 2019.

SELLER: ASI Wings LLC

By: _____

Name: _____

Title: _____

CONFIDENTIAL Subject to Protective Order IATS - 000540

SDNY_GM_02774645

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

EFTA_00261285

EFTA01339913

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

AIRCRAFT REGISTRATION APPLICATION

UNITED STATES REGISTRATION NUMBER: N 722JE	TYPE OF REGISTRATION (Check one box.): ☐ 1. Individual ☐ 2. Partnership ☐ 3. Corporation ☐ 4. Co-Owner ☐ 5. Government ☑ 7. Limited Liability Company (LLC) ☐ 8. Non-Citizen Corporation ☐ 9. Non-Citizen Corporation Co-Owner
AIRCRAFT MANUFACTURER AND MODEL: Sikorsky S-76C	
AIRCRAFT SERIAL NUMBER: 760750	

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

Hyperion Air, LLC

TELEPHONE NUMBER: [redacted]

MAILING ADDRESS (Permanent mailing address for first applicant on list.)

NUMBER AND STREET: 6100 Red Hook Quarter, B3

RURAL ROUTE: _____ P.O. BOX _____

CITY: St. Thomas STATE: U.S.V.I. ZIP: 00802

PHYSICAL ADDRESS/LOCATION IF P.O. BOX OR RURAL ROUTE BOX USED FOR MAILING ADDRESS

NUMBER AND STREET: _____

DESCRIPTION OF LOCATION: _____

CITY: _____ STATE: _____ ZIP: _____

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

CERTIFICATION

I/WE CERTIFY:

(1) That the above aircraft is owned by the undersigned applicant who is: **(MUST CHECK AND/OR COMPLETE a, b, c, or d)**

☑ a. A citizen of the United States as defined by 49 USC 40102(15);

☐ b. A resident alien with alien registration (Form 1-551) No. _____

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

☐ d. A corporation using a voting trust to qualify. Enter name of trustee _____

(2) If box c or d above is checked, I, the below signed, certify that I am authorized, by the applicant shown above, to sign corporate documents and to seek aircraft registration on behalf of the entity and that I will provide the same authorization if requested;

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

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

ANY AND ALL SIGNATORIES OF THIS APPLICATION MUST READ THE FOLLOWING AND UNDERSTAND THAT, BY APPLYING A SIGNATURE TO THIS DOCUMENT, THEY ARE SUBJECT TO THE REFERENCED STATUTES AND ASSOCIATED PENALTIES.

I hereby certify that the information provided herein and in any attachments to the application for aircraft registration is true, accurate and correct to the best of my knowledge and belief. I understand that the information provided by me will be relied on by the FAA administrator in his/her determination of qualification for aircraft registration. I 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) a material fact or who makes any false, misleading or fraudulent statements or representations or entry, may be fined up to $250,000 or imprisoned not more than five (5) years or both (18 U.S.C. Sections 1001 and 3571). I understand that, should I intentionally provide any inaccurate or false information, registration of the subject aircraft may be revoked.

NOTE: If executed for co-ownership, all applicants must sign. Use next page and add page(s) if necessary.

1	SIGNATURE:	DATE:
	TYPED/PRINTED NAME: Lawrence P. Visoski, Jr.	TITLE: Manager
2	SIGNATURE:	DATE:
	TYPED/PRINTED NAME:	TITLE:

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

AC Form 8050-1 (10/18)

CONFIDENTIAL Subject to Protective Order IATS - 000541

SDNY_GM_02774646

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

EFTA_00261286

EFTA01339914

Subject: Closing on s-n 760750
From: [redacted]
Sent: 6/11/2019 9:08:00 AM
To: [redacted]
CC:
Attachments: CVS_S-N 760750_P+S (B+S signed) # 1 58553386.pdf

Good Morning Joan-

I hope you're well. Just checking in on what docs you are holding for the closing on s-n 760750 and if you need PUE from the seller, ASI Wings LLC. I understand that we may be closing this week.

Please note that I've changed firms and my new contact information is below.

Best,

Tom

Thomas M. Richardson
Associate

Greenberg Traurig, LLP
One International Place | Suite 2000 | Boston, MA 02110
[redacted]

GT GreenbergTraurig

PLEASE CONSIDER THE ENVIRONMENT BEFORE PRINTING THIS EMAIL

If you are not an intended recipient of confidential and privileged information in this email, please delete it, notify us immediately at postmaster@gtlaw.com, and do not use or disseminate such information.

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

```
ARAUTP22                    AIRCRAFT REGISTRATION SYSTEM                    03/27/19
ARAUTM30                     LIMITED LIABILITY INQUIRY                      13:49
--------------------------------------------------------------------------------

 Phase       :

 Name                : HYPERION AIR LLC (VI)
 Effective Date      : 10/19/2012
 Expire Date         :
 Limit/Restrictions  :

                Authorized Signer
1.  MANAGER
2.
3.
4.


 Accept Date         : 09/06/2013
 Accepting Examiner  : Crystal Kelley
Enter-PF1---PF2---PF3---PF4---PF5---PF6---PF7---PF8---PF9---PF10--PF11--PF12---
            OPT   MAIN                                        PREV
```

CONFIDENTIAL Subject to Protective Order IATS - 000543

SDNY_GM_02774648

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

EFTA_00261288

EFTA01339916

Accepted CK Sep/06/2013

LLC STATEMENT IN SUPPORT OF REGISTRATION

HYPERION AIR, LLC is a limited liability company of a United States Citizen and is eligible to register aircraft in its name. In this regard, we make the following representations:

1. The full name of the Applicant LLC is HYPERION AIR, LLC (the "LLC").
2. The jurisdiction in which the LLC is lawfully organized is the United States Virgin Islands.
3. The effective date of the LLC is October 19, 2012.
4. The name of each of the sole Member of the LLC and the type of entity of the sole Member (i.e., individual, corporation, partnership, etc.) is:

NAME	TYPE OF ENTITY	U.S. CITIZENSHIP VERIFICATION
Jeffrey E. Epstein	Individual	YES X NO___

5. The LLC is managed by a Manager.
6. The managers, members or officers of this LLC may act independently YX N__
7. The name of the sole Manager of the LLC and the type of entity of the sole Manager (i.e., individual, corporation, partnership, etc.) is:

NAME	TYPE OF ENTITY	U.S. CITIZENSHIP VERIFICATION
Lawrence Visoski	Individual	YES X NO___

The undersigned certifies that he understands that an LLC is eligible to register aircraft in its name provided that:

(1) at least 2/3rds of the managers or managing members are "U.S. Citizens" within the meaning of 49 U.S.C. Section 40102(a)(15)(C) and:

(2) at least 75% of the voting interest or units is owned or controlled by persons who are "U.S. citizens" or citizens of one of its possessions; and specifically that AN LLC CANNOT REGISTER AS A NON-CITIZEN CORPORATION.

If any member of this LLC is not a United States Citizen as defined in 40102(a)(15)(C) an explanation appears below to support the certification that this LLC is a "U.S. Citizen" as required by 49 U.S.C. Section 40102(a)(15)(C).

The undersigned hereby also certifies that the information given herein is true and correct and meets all citizenship specifications as required by the Federal Aviation Administration.

HYPERION AIR, LLC

By_____
Lawrence Visoski
Manager

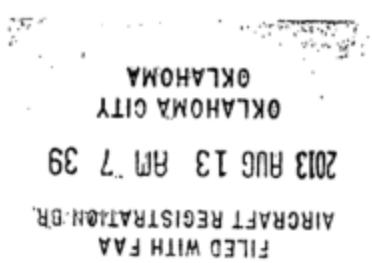
CONFIDENTIAL Subject to Protective Order IATS - 000544

SDNY_GM_02774649

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

EFTA_00261289

EFTA01339917



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

```
ARAUTP22                    AIRCRAFT REGISTRATION SYSTEM                    03/27/19
ARAUTM30                     LIMITED LIABILITY INQUIRY                      13:48
--------------------------------------------------------------------------------
 Phase       :

 Name                : ASI WINGS LLC (DE)
 Effective Date      : 10/29/1998
 Expire Date         :
 Limit/Restrictions : NONE

                Authorized Signer
1.  MEMBER
2.
3.
4.


 Accept Date         : 12/22/2009
 Accepting Examiner : Christine Mounger
Enter-PF1---PF2---PF3---PF4---PF5---PF6---PF7---PF8---PF9---PF10--PF11--PF12---
            OPT   MAIN                                        PREV
```


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

Accepted CD Dec/22/2009

To: Federal Aviation Administration
Civil Aviation Registry
Aircraft Registration Branch
P.O. Box 25504
Oklahoma City, OK 73125

Date: November 30, 2009

Re: Statement in Support of Registration of United States Civil Aircraft in the name of a Limited Liability Company

Ladies and Gentlemen:

ASI WINGS, LLC (the "LLC"), is a citizen of the United States as defined in 49 U.S.C. § 40102(a)(15), and is eligible to register aircraft in its name. In that regard, the following representations are made:

1. The LLC is lawfully organized in the state of Delaware.

2. The effective date of the LLC is October 29, 1998.

3. The name of each of the members of the LLC and the type of entity of each (i.e. individual, corporation, partnership, or LLC) are as follows:

Name	Type of Entity	U.S. Citizen
Aetna Inc.	Corporation	Yes X No ___

4. The LLC is managed by the sole member and the member may act independently.

5. The member named above is a citizen of the United States as defined in 49 U.S.C. 40102(a)(15).

ASI WINGS, LLC

By: Aetna Inc., Managing Member

By: Melinda Westbrook

Name: Melinda Westbrook

Title Assistant Corporate Secretary

501133v2:03173

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

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2009 DEC 10 PM 12 57
OKLAHOMA CITY
OKLAHOMA

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

IR Forms
& Filings

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

Paperwork Reduction Act Statement: The information collected on this form is necessary to obtain authorization to transmit information to the International Registry. The information is a condition for the issuance of a unique authorization code. 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 currently valid OMB control number. **OMB 2120-0697.**

AUTHORIZATION CODE

IRN20190613101517

FAA ENTRY POINT FILING FORM
INTERNATIONAL REGISTRY

PARTY: **(At least one party is required)**

Name ASI Wings LLC - seller

Address 151 Farmington Avenue

Hartford, CT 06156

Phone [redacted]

Electronic Address

PARTY:

Name Hyperion Air, LLC - buyer

Address

Phone

Electronic Address

COLLATERAL: **(Required)**

Aircraft Make/Model	Serial Number	U.S. Registration Number
Keystone Helicopter S-76C (Shown on the IR as SIKORSKY S-76)	760750	N722JE

Engine Manufacturer/Make	Model	Serial Number
TURBOMECA	ARRIEL 2S2	42286
		42285

☐ **Additional collateral listed on attachment**

TYPE OF INTEREST: **(At least one block must be checked)**

☐ **Notice of Prospective International Interest, Prospective assignment, prospective sale**
☐ **International Interest**
☑ **Contract of Sale**
☐ **Discharge or Release**
☐ **Other (specify type)**

SUBMITTED BY: Insured Aircraft Title Service, Inc., 4848 SW 36th Street, OKC, OK 73179 405-681-6663 (AR)
(name, address, telephone number)

AC Form 8050-135 (02/06)

CONFIDENTIAL Subject to Protective Order IATS - 000550

SDNY_GM_02774655

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

EFTA_00261295

EFTA01339923

N722JE AR

Authorisation request(s) submitted

INTERNATIONAL REGISTRY OF MOBILE ASSETS

APPLY REGISTER SEARCH DOCUMENTATION

My A

Request Authorisations

New Pending Authorisation Requests

Entity Name	Manufacturer	Model	MSN	Type	Status
Hyperion Air, LLC	SIKORSKY	S-76	760750	HELICOPTER	PENDING
Hyperion Air, LLC	TURBOMECA	ARRIEL 2S2	42286	ENGINE	PENDING
Hyperion Air, LLC	TURBOMECA	ARRIEL S2S	42285	ENGINE	PENDING

Showing 1 to 3 of 3 entries

F

RJE

CONFIDENTIAL Subject to Protective Order IATS - 000551

SDNY_GM_02774656

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

EFTA_00261296

EFTA01339924

Subject: International Registry - Authorisation Approved
From: [redacted]
Date: 6/12/2019, 1:23 PM
To: [redacted]

Your request for authorisation to work on the aircraft object(s) below has been granted by Hyperion Air, LLC.

Manufacturer:	SIKORSKY
Model:	S-76
Manufacturer's Serial Number:	760750
Manufacturer:	TURBOMECA
Model:	ARRIEL 2S2
Manufacturer's Serial Number:	42286
Manufacturer:	TURBOMECA
Model:	ARRIEL S2S
Manufacturer's Serial Number:	42285

For queries, please contact the International Registry helpdesk at:

Email: [redacted]

Phone: [redacted]

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

Authorisation request(s) submitted

INTERNATIONAL REGISTRY OF MOBILE ASSETS

APPLY REGISTER SEARCH DOCUMENTATION

Request Authorisations

New Pending Authorisation Requests

Entity Name	Manufacturer	Model	MSN	Type	Status
Hyperion Air, LLC	SIKORSKY	S-76	760750	HELICOPTER	PENDING
Hyperion Air, LLC	TURBOMECA	ARRIEL 2S2	42286	ENGINE	PENDING
Hyperion Air, LLC	TURBOMECA	ARRIEL S2S	42285	ENGINE	PENDING

Showing 1 to 3 of 3 entries

CONFIDENTIAL Subject to Protective Order IATS - 000553

SDNY_GM_02774658

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

EFTA_00261298

EFTA01339926

INTERNATIONAL REGISTRY OF MOBILE ASSETS

APPLY REGISTER SEARCH DOCUMENTATION

My A

Request Authorisations

New Pending Authorisation Requests

Entity Name	Manufacturer	Model	MSN	Type	Status
ASI Wings, LLC	SIKORSKY	S-76	760750	HELICOPTER	PENDING
ASI Wings, LLC	TURBOMECA	ARRIEL 2S2	42285	ENGINE	PENDING
ASI Wings, LLC	TURBOMECA	ARRIEL 2S2	42286	ENGINE	PENDING

Showing 1 to 3 of 3 entries

F

CONFIDENTIAL Subject to Protective Order IATS - 000554

SDNY_GM_02774659

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

EFTA_00261299

EFTA01339927

Subject: International Registry - Authorisation Approved
From: [redacted]
Date: 6/12/2019, 9:44 AM
To: [redacted]

Your request for authorisation to work on the aircraft object(s) below has been granted by ASI Wings, LLC.

Manufacturer:	TURBOMECA
Model:	ARRIEL 2S2
Manufacturer's Serial Number:	42286
Manufacturer:	TURBOMECA
Model:	ARRIEL 2S2
Manufacturer's Serial Number:	42285
Manufacturer:	SIKORSKY
Model:	S-76
Manufacturer's Serial Number:	760750

For queries, please contact the International Registry helpdesk at:

Email: [redacted]

Phone: [redacted]

CONFIDENTIAL Subject to Protective Order IATS - 000555

SDNY_GM_02774660

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

EFTA_00261300

EFTA01339928

Subject: IR PUE Authorization - ASI Wings, LLC
From: "Angie Risley" [redacted]
Sent: 6/12/2019 9:24:39 AM
To: "IRClosings2" [redacted]
CC: [redacted] "'Lapriore, Steven J.'"

Gilchrist IR team-

Please be advised I have requested PUE authorization on behalf of ASI Wings, LLC for the below collateral. I have copied in their attorney as well as Steven Lapriore who an authorize this if you need them to. Please let me know if you are able to approve this PUE request or if there is anything else I need to provide.

SIKORSKY S-76 s/n 760750
TURBOMECA ARRIEL 2S2 s/n 42285 and 42286

Thank you!!

Angie Risley
Escrow Agent / Executive Assistant
to Kirk Woford-President
Insured Aircraft Title Service, LLC
21 E. Main Street, Suite 100
OKC, OK 73104
[redacted]
angier@insuredaircraft.com

ATTENTION: EFFECTIVE JANUARY 15, 2018, OUR NEW ADDRESS WILL BE 21 EAST MAIN STE. 100, OKLAHOMA CITY, OKLAHOMA 73104.
Our business will be fully operational during the moving process. You will not experience any changes or delays in service during that time. Please update your records with our new address as of January 15, 2018.

CONFIDENTIAL Subject to Protective Order IATS - 000556
SDNY_GM_02774661
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261301
EFTA01339929

CONFIRMATION OF ENTITLEMENT TO ACT FORM

TO: The Registrar of International Registry of International Interests in Aircraft Equipment

AT: Email: [redacted] OR Fax no: [redacted]

FORM

Administrator: Kirk Woford

Back-Up Contact: Darren Indyke

Entity: Hyperion Air. LLC

Entity Postal Address: 6100 Red Hook Quarter. B3
St. Thomas. USVI 00802

Entity State of Incorporation: USVI

BW 6-12-19 9:12

Relation of Administrator to Entity (select one)

- ☐ Employee of
- ☐ Attorney for
- ☑ Agent of
- ☐ Natural person acting in own capacity
- ☐ Other. Please describe: _____

Entity Type (select one)

- ☑ A legal entity
- ☐ Legal entities acting jointly
- ☐ A natural person
- ☐ Natural persons acting jointly
- ☐ Other. Please describe: _____

DECLARATION

I confirm that the details noted in the Form above are correct and that, when approved by the Registrar, the Administrator has authority to act as administrator for the Entity in accordance with the Regulations and Procedures for the International Registry and to:

(a) effect, amend, discharge, transfer the right to discharge or consent to registrations on the International Registry in which the Entity is a named party or is authorized to act for a named party; and

(b) carry out all other functions of an administrator and assume all of the powers, obligations and responsibilities of an administrator set out in the Regulations and Procedures for the International Registry.

I confirm that the Back-Up Contact noted above is the "back-up contact" as described in the Regulations and Procedures for the International Registry.

I confirm that I have the power to act on behalf of the Entity in confirming the above nominations, authorisations, undertakings and details.

Signature _____

(cannot be signed by the Administrator)

Name (Please Print) Lawrence P. Visoski, Jr.

TITLE (Please Print) Manager

DATE (DD-MMM-YYYY) 6-11-19

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

ALL INFORMATION MUST BE TYPED

SUPPLEMENTAL INFORMATION RE: BACK-UP CONTACT

Entity's Web Address (if applicable): n/a

Email address for the back-up contact: [redacted]

Telephone number for the back-up contact: [redacted]

Title for back-up contact: Attorney

Current "N" Number, Registration, or Serial No.: N722JE

VAT Number (this pertains to European Countries only): N/A

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

LLC STATEMENT SUPPORT OF REGISTRATION

Hyperion Air, LLC, a limited liability company of a United States Citizen and is eligible to register aircraft in its name. In this regard, we make the following representations:

The full name of the Applicant LLC is Hyperion Air, LLC

The state in which the LLC is lawfully organized is United States Virgin Islands

The effective date of the LLC is October 19, 2012

The name of each of the members of the LLC and the type of entity of each member (*i.e.: individual, corporation, partnership, etc.*)

NAME	TYPE OF ENTITY	US CITIZENSHIP VERIFICATION
1. Jeffrey Epstein	LLC	YES ☒ NO ☐
2.	-- Select Type Of Entity --	YES ☐ NO ☐
3.	-- Select Type Of Entity --	YES ☐ NO ☐

This LLC is managed by:

The managers, members or officers of this LLC may act independently YES ☒ NO ☐

****** IF THE LLC IS MANAGED BY MEMBERS STOP HERE AND SIGN AT THE BOTTOM OF THE FORM ******

The name of each of the managers of the LLC and the type of entity of each manager:

NAME	TYPE OF ENTITY	US CITIZENSHIP VERIFICATION
1. Lawrence P. Visoski, Jr.	LLC	YES ☒ NO ☐
2.	-- Select Type Of Entity --	YES ☐ NO ☐
3.	-- Select Type Of Entity --	YES ☐ NO ☐

The undersigned certifies that he/she/it understands that an LLC is eligible to register aircraft in its name provided that: at least 2/3rds of the managers or managing members are "U.S. Citizens" within the meaning of 49 U.S.C. Section 40102(a)(15)(C) and: at least 75% of the voting interest or units is owned or controlled by persons who are "U.S. Citizens" of citizens of one of its possessions; and specifically that AN LLC CANNOT REGISTER AS A NON-CITIZEN CORPORATION. If any member of this LLC is not a United States Citizen as defined in 40102(a)(15)(C) an explanation appears below to support the certification that this LLC is a "U.S. Citizen" as required by 49 U.S.C. Section 40102(a)(15)(C).

The undersigned hereby also certifies that the information given is true and correct and meets all citizenship specifications as are required by the Federal Aviation Administration.

Hyperion Air, LLC

By

Manager

Title

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

Request Authorisations

New Pending Authorisation Requests

Entity Name	Manufacturer	Model	MSN	Type	Status
ASI Wings, LLC	SIKORSKY	S-76	760750	HELICOPTER	PENDING
ASI Wings, LLC	TURBOMECA	ARRIEL 2S2	42285	ENGINE	PENDING
ASI Wings, LLC	TURBOMECA	ARRIEL 2S2	42286	ENGINE	PENDING

Showing 1 to 3 of 3 entries

F

CONFIDENTIAL Subject to Protective Order IATS - 000560

SDNY_GM_02774665

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

EFTA_00261305

EFTA01339933

Subject: Re[4]: Purchase Agreement s/n760750
From: "Angie Risley" [redacted]
Sent: 3/28/2019 10:24:44 AM
To: "Kammerer, Edward H." [redacted]
Attachments: IR DOCS KW.pdf; CREDIT CARD PAYMENT AUTHORIZATION.pdf

Hi Ed,

I just talked with the buyer regarding the International Registry and Hyperion becoming a user so I thought I'd send you the paperwork for ASI Wings to become a user as well. I'm not sure if you are already working on this but wanted to reach out just in case.

The attached paperwork will need to be filled out and emailed back to me. The cost is $800 for a one year period and usually takes 2 days for the IR to process.

Thank you!

Angie Risley
Escrow Agent / Executive Assistant
to Kirk Woford-President
Insured Aircraft Title Service, LLC
21 E. Main Street, Suite 100
OKC, OK 73104
[redacted]
www.insuredaircraft.com
[redacted]

ATTENTION: EFFECTIVE JANUARY 15, 2018, OUR NEW ADDRESS WILL BE 21 EAST MAIN STE. 100, OKLAHOMA CITY, OKLAHOMA 73104.
Our business will be fully operational during the moving process. You will not experience any changes or delays in service during that time. Please update your records with our new address as of January 15, 2018.

------ Original Message ------
From: "Kammerer, Edward H." [redacted]

CONFIDENTIAL Subject to Protective Order IATS - 000561
SDNY_GM_02774666
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261306
EFTA01339934

Subject: N722JE
From: "Angie Risley" [redacted]
Sent: 3/27/2019 2:46:18 PM
To: "'Darren Indyke'" [redacted]
Attachments: IR DOCS KW.pdf; CREDIT CARD PAYMENT AUTHORIZATION.pdf

Hi Darren

Please see attached IR documents for Hyperion Air, LLC to become a user. The cost is $800 for a one year term and takes a couple of days to complete.

As for the purchase price, in section 8.2 and 8.3, it basically just talks about the deposit. I don't see anything regarding the direction of the balance of the purchase price.

Thank you!

Angie Risley
Escrow Agent / Executive Assistant
to Kirk Woford-President
Insured Aircraft Title Service, LLC
21 E. Main Street, Suite 100
OKC, OK 73104
[redacted]
www.insuredaircraft.com
[redacted]

ATTENTION: EFFECTIVE JANUARY 15, 2018, OUR NEW ADDRESS WILL BE 21 EAST MAIN STE. 100, OKLAHOMA CITY, OKLAHOMA 73104.
Our business will be fully operational during the moving process. You will not experience any changes or delays in service during that time. Please update your records with our new address as of January 15, 2018.

CONFIDENTIAL Subject to Protective Order IATS - 000562
SDNY_GM_02774667
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261307
EFTA01339935

Subject: Re: N722JE Deposit
From: "Nicole Moghbel" [redacted]
Sent: 2/28/2019 6:58:28 AM
To: "Matt Walter" [redacted]
CC: [redacted] "Kirk Woford" [redacted] "Larry Visoski" [redacted]; "Kammerer, Edward H." [redacted] "Richardson, Thomas M." [redacted]
Attachments: IR Credit Card.pdf; IR DOCS KW.pdf

Matt,

The total escrow fee will be $3400. We have not received a deposit assignment however I will prepare one and send it to the buyer for signature.

Neither of the parties are current with the IR. We are happy to get them both set back up, I have attached out IR paperwork.

Sincerely,

Nicole Moghbel
Executive Assistant to Kirk Woford-President
Insured Aircraft Title Service, LLC
21 East Main Street, Suite 100
Oklahoma City, OK 73104
[redacted]

ATTENTION: WE HAVE MOVED. PLEASE NOTE OUR NEW ADDRESS.

------ Original Message ------
From: "Matt Walter" [redacted]
To: "Nicole Moghbel"
Cc: [redacted] "Kirk Woford" [redacted] "Larry Visoski" [redacted]; "Kammerer, Edward

CONFIDENTIAL Subject to Protective Order IATS - 000563
SDNY_GM_02774668
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261308
EFTA01339936

Closing Packet

SDNY_GM_02774669

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

EFTA_00261309

EFTA01339937

AML

SDNY_GM_02774670

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

EFTA_00261310

EFTA01339938

Menu

Home | Settings | Account | Help | Logc

Search term

Single Search N722JE

Multiple Search Help Submit a new name

Keyword Search No Records Found

Submit

Foundation

PEP List: Over **1,600,000** politically exposed entities from 250+ countries

Sanction Lists: Real-time monitoring of all major sanction lists

Watch Lists: Over 20 Embargo and caution lists (FBI, World Bank, Interpol, etc.)

Enforcement Lists: Monitoring of over 1,300 financial enforcement agencies

Adverse Media: Screening of over 35,000 news sources

Courts: Monitoring of cross border investigations

Photos: Over **600,000** photos of individuals

Technology

Primary Name Matching: Arabic, Chinese, Farsi, Greek, Germanic, Japanese, Korean, Russian, Thai

Primary Unique Identifiers: Over **2,500,000** unique identifiers (photos, dates of birth, passport numbers, national ID's)

Risk Coverage

Profiles	Total	Last 30 Days
Arms Trafficking & WMD	13197	195
Drug Trafficking	364494	4486
Enforcement	1683256	19236
Fraud	172654	3381
Global Sanction List	58998	3400
Money Laundering	61341	879
PEP	1785168	44270
Terrorism	59295	772
Wanted Individuals	57146	308

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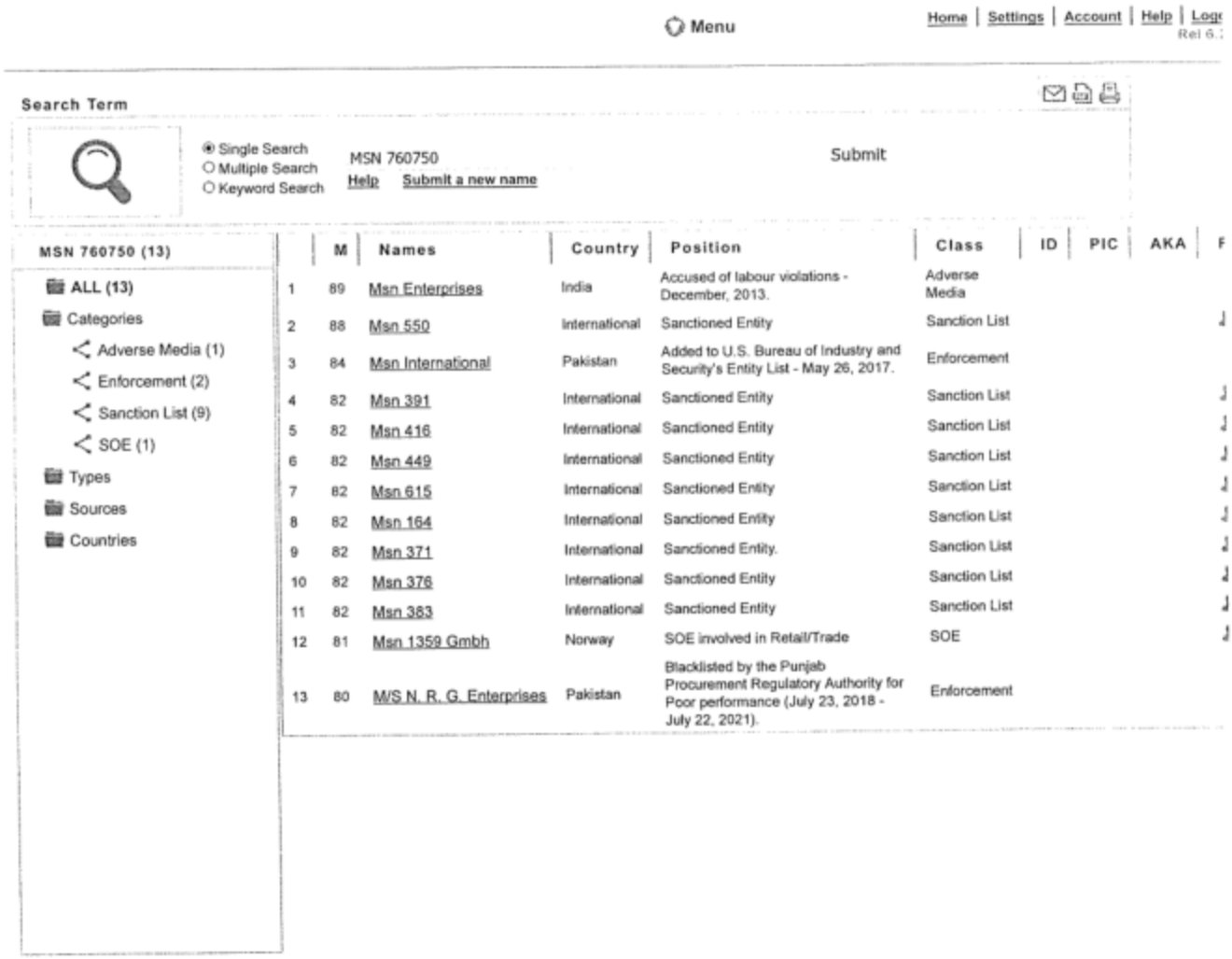
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17



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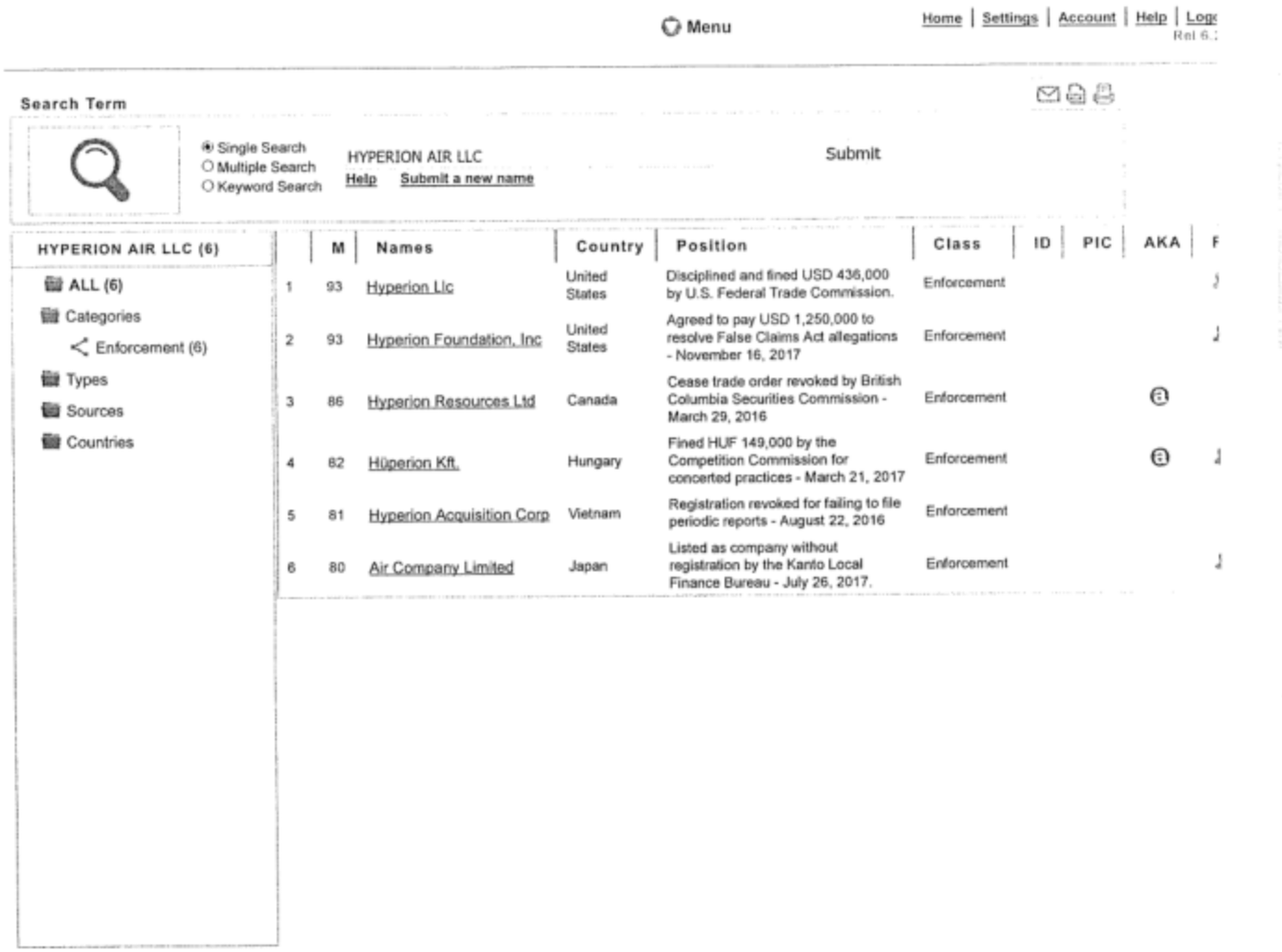
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17



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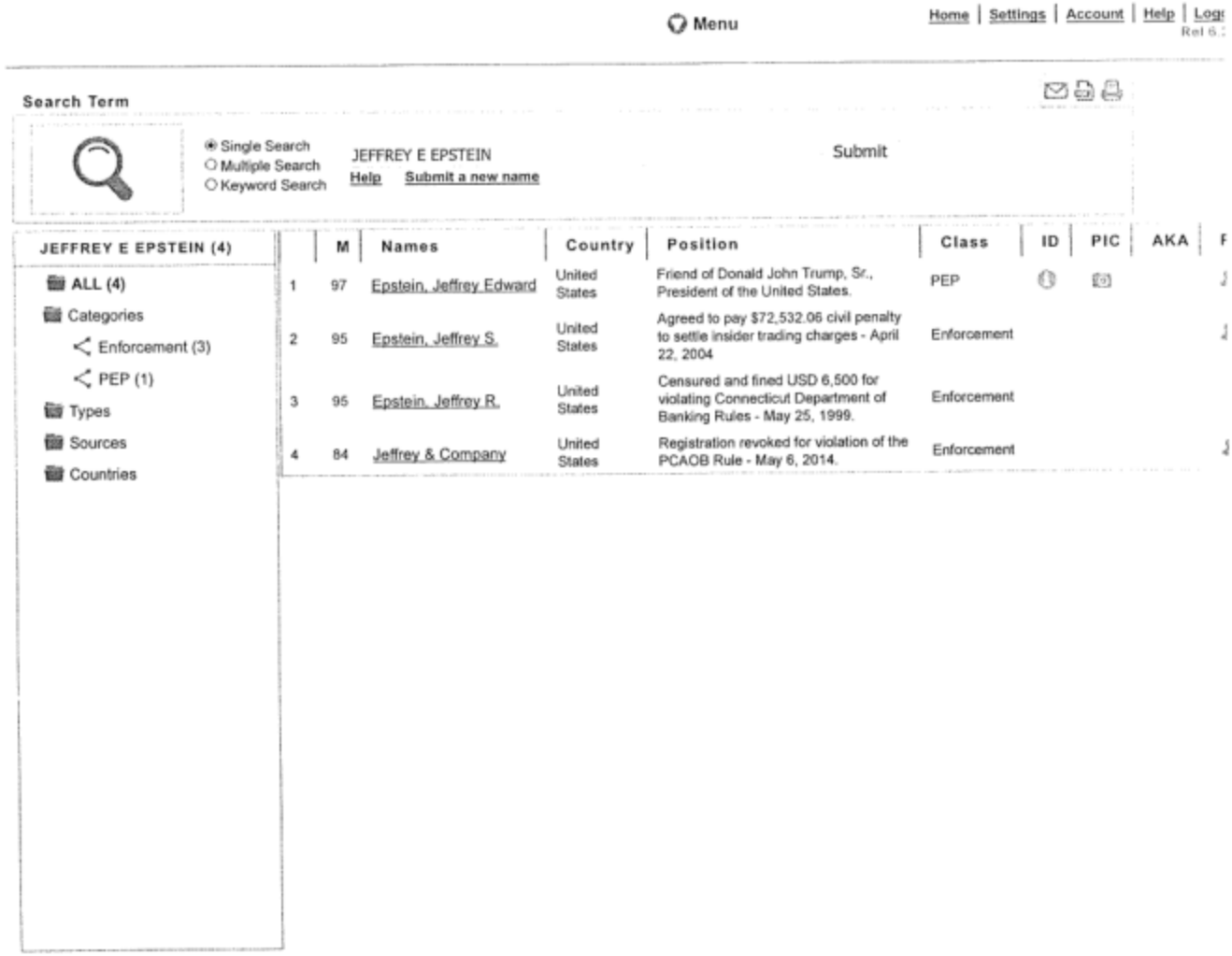
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17



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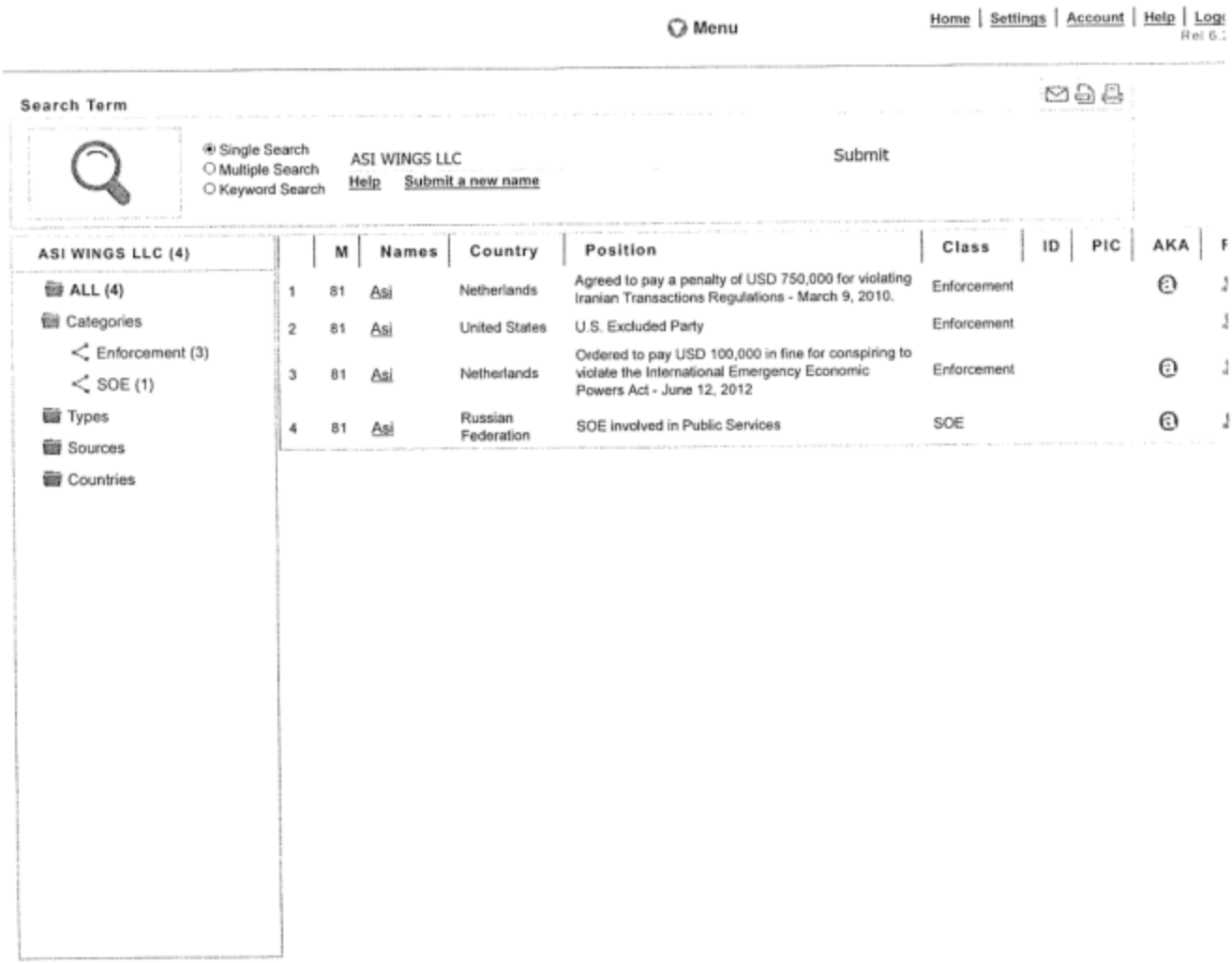
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17



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

LexisNexis

Reviewed By	Tiffany Foxx
Company	Insured Aircraft Title Service
Date	10-April-2019 12:56 PM

Comments:

Entity

Name	Aetna, Inc
Aliases	Not Available
Category	Enforcement
Sub Category	Fraud
Level	N/A
Data Source	US-New Jersey Office of the Attorney General and Department of Law & Public Safety
Designation	Not Available
Primary Country	United States
Case	Agreed to pay USD 935,000 in civil penalty for Privacy Violation - January 30, 2019.
Last Updated	01-February-2019
Entity ID	9480192

Additional Information

According to the US-California Attorney General; January 30, 2019; California Attorney General announced a USD 935,000 settlement resolving allegations that Aetna Inc. (Aetna) violated California health privacy laws in connection with its 2017 breach of patient confidentiality. Due to a mailing error, a vendor for Aetna sent letters to 1,991 Californians that revealed through an oversized clear window on mailed envelopes that the recipient was taking HIV-related medication.

Aetna is a health insurance company based in Connecticut. On July 28, 2017, Aetna mailed letters to approximately 12,000 people nationwide, including 1,991 Californians. The letters revealed through an enlarged window on the envelope that the recipient was taking HIV-related medication. Attorney General Becerra alleges that by breaching its customers' confidential medical information, Aetna violated state law, including the Confidentiality of Medical Information Act, Health and Safety Code section 120980, the State Constitution, and the Unfair Competition Law.

According to the U.S. New Jersey Office of the Attorney General and Department of Law & Public Safety; October 10, 2018: Aetna, Inc entered into a settlement agreement to resolve allegations that the company improperly disclosed protected health information of thousands of Americans, including hundreds of New Jersey residents.

The settlement is the result of a multi-state investigation focused on two separate privacy breaches by Aetna that occurred in 2017, one involving a mailing that potentially revealed information about addressees' HIV/AIDS status, the other involving a mailing that potentially revealed individuals' involvement in a study of patients with atrial fibrillation. New Jersey coordinated with Connecticut, Washington and the District of Columbia in conducting the investigation and negotiating a resolution. Under the terms of the settlement, Aetna will put in place policy, protocol and training reforms designed to safeguard individuals' protected health information, and ensure the confidentiality of mailings containing that information. The company also will hire an independent consultant to evaluate and report on its privacy protection practices, and to monitor its compliance with the settlement's injunctive terms. In addition, Aetna will pay a civil penalty of USD 365,211.59 to New Jersey.

Reported Addresses

Address	City	State/Province	Country	Postal Code
151 Farmington Avenue	Hartford	Connecticut	United States	06156

Individual Sources

Not Available

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

Relationships

Family

No relationships available

Associated Individuals

No relationships available

Related Companies And Organizations

No relationships available

Source Link(s)

https://oag.ca.gov/news/press-releases/attorney-general-becerra-announces-935000-settlement-aetna-ov
https://www.bloomberg.com/research/stocks/private/snapshot.asp?privcapId=655542
https://www.nj.gov/oag/newsreleases18/AetnaAVC.pdf
https://www.nj.gov/oag/newsreleases18/pr20181010c.html
https://www.aetna.com/about-us/contact-aetna.html

Documents

Unknown

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ARAUTP22                  AIRCRAFT REGISTRATION SYSTEM                  03/27/19
ARAUTM30                   LIMITED LIABILITY INQUIRY                    13:48
--------------------------------------------------------------------------------
 Phase       :

 Name                : ASI WINGS LLC (DE)
 Effective Date      : 10/29/1998
 Expire Date         :
 Limit/Restrictions  : NONE

                Authorized Signer
1.  MEMBER
2.
3.
4.


 Accept Date         : 12/22/2009
 Accepting Examiner  : Christine Mounger
Enter-PF1---PF2---PF3---PF4---PF5---PF6---PF7---PF8---PF9---PF10--PF11--PF12---
            OPT   MAIN                                    PREV
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EFTA01339946

Accepted CD Dec/22/2009

To: Federal Aviation Administration
Civil Aviation Registry
Aircraft Registration Branch
P.O. Box 25504
Oklahoma City, OK 73125

Date: November 30, 2009

Re: Statement in Support of Registration of United States Civil Aircraft in the name of a Limited Liability Company

Ladies and Gentlemen:

ASI WINGS, LLC (the "LLC"), is a citizen of the United States as defined in 49 U.S.C. § 40102(a)(15), and is eligible to register aircraft in its name. In that regard, the following representations are made:

1. The LLC is lawfully organized in the state of Delaware.

2. The effective date of the LLC is October 29, 1998.

3. The name of each of the members of the LLC and the type of entity of each (i.e. individual, corporation, partnership, or LLC) are as follows:

Name	Type of Entity	U.S. Citizen
Aetna Inc.	Corporation	Yes X No

4. The LLC is managed by the sole member and the member may act independently.

5. The member named above is a citizen of the United States as defined in 49 U.S.C. 40102(a)(15).

ASI WINGS, LLC

By: Aetna Inc., Managing Member

By: Melinda Westbrook
Name: Melinda Westbrook
Title Assistant Corporate Secretary

501133v2:03173

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FILED WITH FAA
AIRCRAFT REGISTRATION BR
2009 DEC 10 PM 12 57
OKLAHOMA CITY
OKLAHOMA

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WIKIPEDIA

Aetna

Aetna Inc. (/ˈɛtnə/) is an American managed health care company that sells traditional and consumer directed health care insurance and related services, such as medical, pharmaceutical, dental, behavioral health, long-term care, and disability plans, primarily through employer-paid (fully or partly) insurance and benefit programs, and through Medicare. Since November 28, 2018, the company has been a subsidiary of CVS Health.

The company's network includes 22.1 million medical members, 12.7 million dental members, 13.1 million pharmacy benefit management services members, 1,200,000 health-care professionals, over 690,000 primary care doctors and specialists, and over 5,700 hospitals.[2]

Aetna is the direct descendant of Aetna (Fire) Insurance Company of Hartford, Connecticut.[3] The name of the company is based on Mount Etna, at the time the most active volcano in Europe.[4]

Aetna Inc.

Type	Subsidiary
Industry	Managed health care
Founded	May 28, 1853 (as Aetna Life Insurance Company)
Founder	Eliphalet Adams Bulkeley
Headquarters	Hartford, Connecticut, United States
Area served	United States and expatriots
Key people	Mark Bertolini (Chairman and CEO) Karen S. Lynch (President) Thomas Sabatino (General Counsel) Richard di Benedetto (Vice President, Aetna International)
Products	Health insurance
Number of employees	49,828 (2017)
Parent	CVS Health
Website	www.aetna.com (https://www.aetna.com)
Footnotes / references	[1][2]

The original stylized Aetna logo

Contents

History
- Timeline
  - 1810s
  - 1850s
  - 1860s
  - 1870s
  - 1880s
  - 1890s
  - 1900s
  - 1910s
  - 1960s
  - 1970s
  - 1990s
  - 2000s
    - 2009
    - 2010
  - 2012
  - 2015
  - 2017
  - 2018

Fines, lawsuits and settlements

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1999
2000
2001
2002
2003
2007
2009
2010

Life insurance policies on slaves

Lobbying and campaign contributions

Reviews

Current leadership

See also

References

External links

History

Timeline

1810s

- *1819*: Henry Leavitt Ellsworth, Yale graduate and attorney, becomes second president of Aetna (Fire) Insurance Company, succeeding Thomas Kimberly Brace. Ellsworth, who later became the first U.S. Patent Commissioner, served as Aetna's president for two years until 1821, when he resigned, but he continued as a director for another 16 years. Ellsworth's brother, William Wolcott Ellsworth, also served as a director, as well as the company's first general counsel.[5]

1850s

- On May 28, 1853, the Annuity department separated from Aetna Insurance to be incorporated as the Aetna Life Insurance Company, with Eliphalet Bulkeley as president.[4][6][7] (The fire insurance company went on to become part of Connecticut General, which merged into Cigna.)
- On November 29, 1853, J. B. Bennett was appointed general agent of the company.[8]
- *1854* Aetna hired its first full-time employee, Thomas O. Enders, later to become company president.[4]
- *1857* Aetna moved to new offices on Hungerford and Cone Streets in Hartford. The Panic of 1857 struck Hartford and the nation, causing the closing of all but one bank and many other businesses. Eliphalet Bulkeley blocked a move to liquidate the company during the economic downturn.[4]
- The Aetna Insurance Company issued life insurance policies on an undetermined number of African-American slaves, naming their owners as beneficiaries.[9]

1860s

- *1861* - Aetna began offering participating life insurance policies which paid dividends to policyholders just as the mutual life insurance policies did. Aetna introduced its new service with a promotional effort including higher commissions for its agents while most companies were cutting back due to the outbreak of the American Civil

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War and the consequent loss of premium payments from Southern policyholders. However, the death toll of the war coupled with the booming wartime economy caused an expansion of the life insurance business to match Aetna's expansion.[4]

- *1865* - By 1864 Aetna had increased its volume of business by 600% over 1861 and its annual premium income ninefold, exceeding one million dollars. As a result, Aetna possessed the financial stability and resources it needed to meet the stringent regulatory requirements placed on life insurance companies in Massachusetts and New York; by 1865 the company was authorized to begin soliciting business in these states.[4]
- *1867* - Company income rose from $78,000 in 1861 to $5,129,000 by 1867. Aetna moved to its third home office at 670 Main Street, Hartford. By 1924, Aetna had 94 million dollars, 43% of its assets, invested in farm mortgages.[4]
- *1868* Aetna altered its business practices, hiring its first actuary and abandoning the half-note premium system in favor of an all-cash premium plan.

The Aetna headquarters building in Hartford, designed by renowned architect James Gamble Rogers, is the largest colonial-revival building in the world

1870s

- *1872* - Eliphalet A. Bulkeley died and Thomas O. Enders became president.[4]
- *1878* - Aetna increased its capitalization from $150,000 to $750,000.[4]
- *1879* - Enders' failing health forced him to resign and Eliphalet Bulkeley's son Morgan G. Bulkeley replaced him.[4]

1880s

- *1888* - Aetna outgrew its old offices on 670 Main Street in Hartford and purchased its fourth home office, next door at 650 Main Street; the first building Aetna actually owned, and Aetna's home office for the next 42 years.[4]

1890s

- *1891* - Aetna issued its first accident policy, purchased by Morgan Bulkeley himself.[4]
- *1892* - Aetna held its first general agents conference in Chicago.[4]
- *1899* - Aetna became one of the first publicly held insurance companies to enter the health insurance field.[4]

1900s

- *1902* - Aetna created an Accident and Liability department to offer employers' liability and workmen's collective insurance, in reaction to the growing strength of the Progressive social reform movement. This would become the cornerstone of the Aetna Accident and Liability Company.[4]
- *1903* - An Engineering and Inspection Division was created to improve workplace safety.[4]
- *1904* - Aetna introduced its first corporate seal, conveying Aetna's status as the largest life insurer in the world writing accident, health and liability coverage; the logo portrayed the company's home office bursting out from within a globe, with large block typeface spelling out *Aetna's ranking*.[4]
- *1907* - Aetna created a casualty subsidiary to handle items such as automobile property coverage; Aetna soon began aggressively expanding into related lines such as collision and damage. This business developed into the Aetna Casualty and Surety Company.[4]
- *1908* - Aetna hired its first home office female employee (Julia Kinghorn, telephone switchboard operator), the

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first of what has become more than two-thirds of Aetna's employees.[4]

1910s

- *1910* - Under the management of E. E. Cammack, Aetna began using Hollerith punched cards machines for tabulating and hired 35 women to input mortality statistics on keypunch machines, the company's first female home office clerks.[4]
- *1911* - Aetna began its first national advertising campaign. The same year, Aetna formed a bond department to market fidelity and surety coverages.[4]
- *1912* - Aetna introduced the first combination automobile policy, with several separate types of coverage combined into one contract. Several Aetna insureds were killed on the RMS Titanic.[4]
- *1913* - Aetna formed its second affiliate, the Automobile Insurance Company, to write fire insurance on cars. This soon expanded to include windstorm, tornado, leasehold, and ocean and inland marine insurance. Aetna formed a Group department to sell group life insurance, one of the first insurers to do so; the first step towards Aetna's current health care business.[4]

1960s

- *1960* - Aetna expanded outside the U. S., buying a Canadian company, Excelsior Life Insurance Company. In 1968, it bought a majority interest in Producer's and Citizen's Cooperative Assurance Company, of Sydney, Australia. In 1981, it bought a 40% interest in two Chilean companies, and soon thereafter invested in ventures in England, Spain, Hong Kong, Taiwan, Indonesia and Korea.

1970s

- *1970* - Aetna's Pension, Casualty and Life Division under the direction of B.E. Burton, President and Lead Actuary, saw billion-dollar growth in the post-ERISA pension administration segment that placed Aetna in the top 5 global pension and investment asset management and recordkeeping firms in the world, with over $11.8 billion (US) in new sales and assets under management during the decade.

1990s

- Between 1996 and 1999, Aetna initiated a series of company acquisitions. In 1996, Aetna acquired U.S. Healthcare, founded by Leonard Abramson.[10] In 1998, Aetna bought NYLCare Health Plans for $1.05 billion, adding 2.2 million members. The next year, it bought Prudential HealthCare for $1 billion, making it the largest provider of health benefits in the U. S., with more than 21 million members. The company spent more than $20 million to revamp its computer systems, enabling the company to identify and discontinue unprofitable accounts. With this new and extensive information about policyholders, new management, and a shift in strategy, Aetna sharply raised premiums on less profitable accounts. Within a few years, Aetna shed 8 million covered lives due to premiums that customers could no longer afford.[11]

2000s

- *2000* - Aetna hired John Rowe as CEO and executive chairman. Rowe cut approximately 15,000 jobs and raised insurance premiums by 16 percent per year. In 2002, He also shrunk Aetna's customer base from 19 million members to 13 million by abandoning unprofitable markets, including almost half of the counties nationwide in which it offered Medicare products.[12][13]
- *2000* - Aetna sold its financial services and international businesses to ING Group for $7.7 billion, spun off its health business to its shareholders, thus focusing its business as an independent health and group benefits company.
- *2001* - Aetna recruited global public relations and marketing executive Roy Clason, Jr. to lead the companies reputation management strategies during Aetna's multi-year corporate turnaround campaign.
- *2006* - John Rowe ended his 65 months as CEO and executive chairman of Aetna; during his tenure, the former Harvard geriatrician earned $225,000 a day (including Sundays and holidays).[14]

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- *2007* - Aetna chief medical officer Troy Brennan told the Aetna Investor Conference that, "The (U. S.) healthcare system is not timely. " He cited "recent statistics from the Institution of Healthcare Improvement... that people are waiting an average of about 70 days to try to see a provider. And in many circumstances people initially diagnosed with cancer are waiting over a month, which is intolerable. "[15]
- *2007* - Aetna acquired plan operator Schaller Anderson in July, signaling a push into the growing business of running plans for Medicaid and the State Children's Health Insurance Program.[16]
- *2008* - Aetna CEO Ron Williams received $38.12 million in executive compensation - the highest annual compensation in the insurance sector and the 22nd-highest compensation of all American CEOs.[17][18]
- *2008* - Aetna began offering pet health insurance in Alabama, District of Columbia, Idaho, Iowa, Montana, North Dakota and Texas, with plans to quickly expand to all 50 states. "As the new underwriter for Pets Best policies, we look forward to working closely with Pets Best and the AVMA GHLIT to extend the reach of the pet insurance industry to bring trusted, affordable pet health insurance products to pet owners nationwide, " said Gretchen Spann, Aetna's head of pet insurance.[19]

2009

- On September 22, more than 200 people gathered in front of Aetna's Hartford headquarters to call for a public health insurance option they said is essential to true national health care reform. The insurance industry, including Aetna, has opposed a public option.[20]
- On October 2, Connecticut Attorney General Richard Blumenthal and Healthcare Advocate Kevin P. Lembo asked Aetna and four other insurance companies for information the companies may have sent policyholders regarding the impact of proposed legislation on Medicare Advantage and prescription drug programs. According to Blumenthal, some insurance companies exaggerated or stretched the impact of health care reform.[21]
- On November 3, US Senator Tom Harkin, chairman of the Committee on Health, Education, Labor and Pensions, launched an investigation into health insurance pricing, asking Aetna and three other major insurers to justify their pricing practices. The investigation began after small business owners testified before Harkin's committee that skyrocketing health care premiums were severely hurting their livelihoods.[22]
- Aetna announced the layoff off 3.5% of its work force, 625 employees, and a similar number of reductions early in 2010. The cuts included 160 jobs in Connecticut.[23][24] "Streamlining our business now will enable us to improve our competitiveness and redirect resources to areas with a greater potential for future growth, " said Aetna CEO Ron Williams.[25]
- On November 30, Aetna CEO Ron Williams told analysts that Aetna would increase prices in 2010 and force 600,000 to 650,000 Aetna customers to drop their coverage.[26] Aetna President Mark Bertolini justified the move as "ensuring that each customer is priced to an appropriate margin. "[27] Aetna chief executive Ronald Williams owns 7.6 million Aetna stock and options.
- Aetna filed a $4.9 billion correction to its 2008 health insurance regulatory filings on December 7, 2009. The new filings show that Aetna spends less on small business health care than previously reported. "Health insurance companies have a duty to provide accurate financial information both to consumers and to their regulators about how much money they actually spend on health care and how much they spend on profits, on executive salaries, and on figuring out how to deny care to people when they really need it, " said Senator Jay Rockefeller, Chairman of the U.S. Senate Committee on Commerce, Science, and Transportation. "Unfortunately, it looks like Aetna and other health insurers haven't been taking this duty very seriously. I'm disappointed that my Committee had to launch a full-scale congressional investigation to get these companies to meet their basic reporting obligations. "[28]
- December 29: Aetna chief executive Ron Williams owns approximately 7.6 million Aetna stock and options. The price gain for Aetna stocks of $8.50 from October lows to December 29 adds at least $37 million in value to Williams' holdings.[29]

2010

- On February 3, Aetna laid off more than 100 Connecticut workers. This followed the lay off of 160 Connecticut Aetna employees in November 2009.[30]
- In April, Aetna notified policyholders that it was in a contract dispute with Continuum Health Partners and that its contract with Continuum Health Partners would lapse as of June 5, 2010. Continuum Health Partners comprises five major New York City hospitals: Beth Israel Medical Center, Roosevelt Hospital, St. Luke's Hospital, Long Island College Hospital and New York Eye and Ear Infirmary. The June 5th date passed and the contract lapsed,

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an outcome that could mean much higher costs for thousands of New Yorkers.[31] Aetna is obligated in its contract with doctors to retain those doctors in-network for a policyholder for a period of a year or until the expiration date of the policyholder's contract, whichever comes first. Aetna did not inform policyholders of this fact. Continuum Health provided a form to policyholders to make this request.[32] U. S. Senator Kirsten Gillibrand has asked executives of Aetna and Continuum Health Partners to re-enter negotiations, saying, "I urge you to re-enter negotiations on a new three-year agreement for reimbursement rates, for the sake of the patients that need health coverage. "[33] In July, the Faculty Union of Pratt Institute, United Federation of College Teachers Local 1460, prepared a letter to Aetna expressing their unhappiness over the termination of the contract.[34]

- In June, Crystal Run Healthcare, a 170-doctor group practice in Orange County, New York and Sullivan County, New York, announced that it would terminate its contract with Aetna on July 31, 2011.[35][36] Crystal Run stated that, "Aetna proposes to pay us significantly less than other commercial health care plans with whom we contract. Despite good faith efforts, we cannot come to an agreement at this time. We want to afford every opportunity to our patients to make informed choices regarding their health care coverage. " Aetna replied, "It is extraordinary that a responsible physician group would alarm patients in this manner more than a year before there could be any impact to those patients. "[37]
- On September 9, Aetna announced that it would demolish its 1,300,000-square-foot (120,000 m^2) structure in Middletown, Connecticut that once housed approximately 5,000 Aetna employees on a 261-acre (1.06 km^2) campus. Aetna has not said exactly how it will redevelop the site, although a data center currently located there will remain regardless of future plans.[38]

2012

In June 2012, Aetna and Inova Health System announced a joint venture creating a new health insurance company, Innovation Health.[39][40]

Aetna introduced a company new logo with effort to establish themselves as a more consumer-focused brand. The logo was designed by New York-based Siegel+Gale.[41]

2015

On July 3, 2015, Aetna announced that it planned to acquire Humana for US$37,000,000,000 in cash and stock,[42] or US$230 a share.[43] Aetna and Humana shareholders would have owned 74% and 26% of the new combined company.[43] The acquisition was subject to United States government approval and was expected to close in late 2016.[42]

2017

On January 23, 2017, a federal judge blocked Aetna's merger with Humana, saying it would leave senior citizens with fewer options for Medicare coverage.[44][45][46] On February 14, 2017, Aetna Inc. and Humana Inc. officially quashed a $34 billion merger agreement, after judges ruled against the merger for a second time.[47]

In June 2017, the company announced plans to move its headquarters to New York City in late 2018.[48] After CVS announced the acquisition of Aetna in December 2017, CVS announced that the company's headquarters would remain in Hartford, scrapping plans to move to New York City.[49]

On December 3, 2017, CVS Health announced the acquisition of Aetna for $69 billion.[50][51][52] Larry Merlo became chief executive of the two brands.[53]

2018

On February 11, 2018, CNN reported that the California Department of Insurance launched an investigation into Aetna following sworn testimony from Dr. Jay Ken Iinuma, a former medical director for the insurer, in a lawsuit

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against the insurer in which he revealed he never reviewed any patients' medical records when deciding whether to approve or deny claims for coverage.[54] The California Insurance Commissioner, Dave Jones, issued a statement confirming the investigation the following day.[55] On February 27, 2018, the ranking members of the Senate Committee on Finance and Committee on Health, Education, Labor, and Pensions, Senators Ron Wyden and Patty Murray, issued a letter to Aetna demanding further information regarding Dr. Iinuma's testimony and the insurer's medical claims determination and patient appeal processes.[56]

On November 28, 2018, CVS Health completed the acquisition of Aetna. [57][58]

Fines, lawsuits and settlements

1999

- A jury in California awarded $116 million in punitive damages for "malice, oppression and fraud" to a patient's widow who contended he died after a subsidiary of Aetna delayed approving treatment for stomach cancer that its own doctors had recommended. Lawyers on both sides called it the largest such verdict against a health maintenance organization. In 2001 a settlement was reached.[59][60][61]

2000

- The U.S. Court of Appeals affirmed a $1,855,000 federal jury award for Brokerage Concepts Inc. (BCI) against Aetna U. S. Healthcare (formerly U. S. Healthcare), its Pennsylvania subsidiary, and one of its former senior executives, Richard Wolfson. In its suit, BCI accused Aetna U. S. Healthcare of tortious interference with contractual relations. BCI alleged the managed-care company used its economic power in the business of prescription drug sales to coerce one of BCI's clients, the "I Got It at Gary's" pharmacy chain, into using another Aetna U. S. Healthcare subsidiary, Corporate Health Administrators, as its health benefits management firm. According to the suit, Aetna U. S. Healthcare threatened to drop "I Got it at Gary's" from its pharmacy network if the company didn't switch to Corporate Health Administrators.[62]

2001

- The Maryland Insurance Commissioner ordered five Maryland health plans to pay a total of $1.4 million in penalties for failing to comply with the state's claims payment practices; Aetna was cited twice and ordered to pay the largest fine of $850,000.[63]
- The State of Texas fined Aetna $1.15 million for failing to promptly pay doctors and hospitals for services. Texas Insurance Commissioner Jose Montemayor also ordered Aetna to pay restitution to physicians and health care providers who did not receive timely payment for claims.[64]

2002

- The New York Department of Insurance fined Aetna US Healthcare and UnitedHealthcare a total of $2.5 million, citing a litany of bungled claims, improper treatment denials, unlicensed health insurance agents, and poorly performing claims processors using out-of-date software.[65]
- Aetna agreed to streamline communications, reduce administrative complexity, and improve the quality of the health care system, ending litigation between Aetna and 700,000 physicians and medical societies. The physicians' lawsuit, settled for $470 million, charged Aetna with systematically reducing payments to physicians and overriding their treatment decisions.[66]

2003

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- Aetna and the American Dental Association (ADA) announced a class-action settlement by dentists who accused Aetna of interfering with dental procedures to cut costs and forcing dentists to comply with excessive paperwork. The settlement called for Aetna to pay $4 million to 40,000 to 50,000 dentists and $1 million to the ADA Foundation, a charitable group.[67]
- Georgia Insurance Commissioner John W. Oxendine fined Aetna's Prudential Health Plan $100,000 for violating Georgia's prompt pay law by delaying claims payments. Aetna companies had been fined four previous times by Oxendine's office, in 2000 and again in 2002, for a total of $411,200.[68]

2007

- The New Jersey Department of Banking and Insurance filed an administrative order levying a $9.5 million fine against Aetna for refusing to appropriately cover certain services provided by out-of-network providers —including emergency treatment—in violation of New Jersey rules and regulations.[69]

2009

- Former Aetna employee Cornelius Allison of Darby, Pa., filed suit against Aetna in U. S. District Court in Pennsylvania after hackers gained access to a company Web site holding personal data for 450,000 current and former employees as well as job applicants. The suit charged Aetna with negligence, breach of contract, negligent misrepresentation and invasion of privacy.[70]
- The Arizona Department of Insurance fined Aetna Life Insurance Company and Aetna Health, Inc. after examination of their practices exposed multiple violations of Arizona insurance laws. The department found that Aetna violated significant state laws governing important areas of health insurance operations, including Aetna's: failure to provide policyholders with information about their rights on appeals of medical claims or services denials; failure to acknowledge receipt of policyholder appeals; failure to notify policyholders about appeal decisions/outcomes; and, in some appeals involving the denial of services for potentially life-threatening conditions, failure to inform policyholders of their decision within the required, expedited time frames.[71]

2010

- Aetna paid a $750,000 fine as part of a settlement with the New York Insurance Department related to the company administering an affordable healthcare plan for the state. Aetna's violations included failing to provide a required 30-day notice of rate increases to about 946 members in 2007, failing to provide notice to 1,406 terminated workers of their rights to convert to another policy, failing to report enrollment data from May 2007 through August 2008, and failing to respond to Insurance Department requests for data in March 2008.[72]

Life insurance policies on slaves

In 2000 Deadria Farmer-Paellmann, head of the nonprofit Restitution Study Group of Hoboken, New Jersey, disclosed that from approximately 1853 to approximately 1860 Aetna had issued life insurance policies to slaveowners covering the lives of their slaves.[73]

Aetna acknowledged that concrete evidence exists for Aetna issuing coverage for the lives of slaves and released a public apology.[74]

In 2002, Farmer-Paellmann brought suit against Aetna and two other companies in federal court asking for reparations for the descendants of slaves. The lawsuit said Aetna, CSX and Fleet were "unjustly enriched" by "a system that enslaved, tortured, starved and exploited human beings." It argued that African-Americans are still suffering the effects of 2½ centuries of enslavement followed by more than a century of institutionalized racism. The complaint blamed slavery for present-day disparities between blacks and whites in income, education, literacy, health, life expectancy and crime.[9]

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
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This suit was dismissed, and the dismissal largely upheld on appeal.[75][76]

In 2006, Farmer-Paellmann announced a nationwide boycott of Aetna over the issue of reparations for its policies covering slaves. Aetna stated that its commitment to diversity in the workplace and its investment of over 36 million dollars in such areas as education, health, economic development, community partnerships, and minority-owned business initiatives in the African-American community are more effective at aiding descendants of slaves and African-Americans in general than making restitutions for Aetna's life insurance policies on slaves.[77][78][79][80][81][82]

Lobbying and campaign contributions

Aetna has spent more than $2.0 million in 2009 on lobbying.[83] The company spent $809,793 between January 2009 and the end of March 2009—up 41 percent from the same period in 2008.[84] Aetna's campaign contributions include more than $110,000 to US Senator Joe Lieberman (ID-CT) in 2009.[85] From 2005 through 2009, Aetna contributed $56,250 to Senator Max Baucus (D-MT), chairman of the Senate Finance Committee, making Aetna the senator's seventh highest contributor over that time period.[86]

Reviews

In the California Health Care Quality Report Card 2011 Edition, Aetna received 2 out of 4 stars in Meeting National Standards of Care and 1 out of 4 in Members Rate Their HMO.[87] In the California Health Care Quality Report Card 2010 Edition,[88] Aetna received 3 out of 4 stars in both Meeting National Standards of Care and How Members Rate Their HMO, for a rating of "Good" (out of "Poor, " "Fair, " "Good, " or "Excellent").[88]

Current leadership

- Mark Bertolini became CEO of Aetna on November 29, 2010, and chairman on April 8, 2011.[89]
- Karen S. Lynch (Rohan) is the President of Aetna.
- Steven B. Kelmar is Executive Vice President of Corporate Affairs and Chief of Staff to the CEO and Chairman, Mark Bertolini.
- Thomas Sabatino is Executive Vice President and General Counsel.
- Richard di Benedetto is Executive Vice President in charge of Aetna International.
- Deanna Fidleris Executive Vice President in charge of Human Resources.
- Shawn M. Guertin is Executive Vice President, CFO and Chief Enterprise Risk Officer.
- Meg McCarthy is Executive Vice President of Operations and Technology.
- Harold L. Paz, M.D., M.S. is Executive Vice President and Chief Medical Officer.
- Fran S. Soistman is Executive Vice President in charge of Government Services
- Joseph M. Zubretsky is Senior Executive Vice President in charge of Healthagen.[90]

See also

- Aetna Building
- List of United States insurance companies

Related topics

- Drivotrainer

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
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- Health care reform in the United States
- Health care reform debate in the United States
- Health insurance
- Life insurance
- Managed health care
- Medicare Advantage
- Pet insurance
- Public health insurance option

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87. "Archived copy" (https://web.archive.org/web/20120723124810/http://www.opa.ca.gov/about/consumer_information/files/pdf/OPA%20Booklet_2011.pdf) (PDF). Archived from the original (http://www.opa.ca.gov/about/consumer_information/files/pdf/OPA%20Booklet_2011.pdf) (PDF) on 2012-07-23. Retrieved 2016-02-06.
88. "Archived copy" (https://web.archive.org/web/20130124012442/http://www.opa.ca.gov/report_card/hmorating.aspx). Archived from the original (http://www.opa.ca.gov/report_card/hmorating.aspx) on 2013-01-24. Retrieved 2016-02-06.
89. "Executive bio" (https://web.archive.org/web/20120321203729/http://www.aetna.com/about-aetna-insurance/aetna-corporate-profile/corporate-bios/bertolini.html). Aetna. Archived from the original (http://www.aetna.com/about-aetna-insurance/aetna-corporate-profile/corporate-bios/bertolini.html) on 21 March 2012. Retrieved 20 March 2012.
90. "Aetna Leadership: Executive Biographies" (https://www.aetna.com/about-us/aetna-leadership.html). *Aetna*.

External links

- Official website (https://www.aetna.com)

Retrieved from "https://en.wikipedia.org/w/index.php?title=Aetna&oldid=888744346"

This page was last edited on 21 March 2019, at 03:18 (UTC).

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CONFIDENTIAL Subject to Protective Order IATS - 000590

SDNY_GM_02774695

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

EFTA_00261335

EFTA01339963

```
ARAUTP22                    AIRCRAFT REGISTRATION SYSTEM                    03/27/19
ARAUTM30                     LIMITED LIABILITY INQUIRY                      13:49
--------------------------------------------------------------------------------

 Phase       :

 Name                : HYPERION AIR LLC (VI)
 Effective Date      : 10/19/2012
 Expire Date         :
 Limit/Restrictions :

                Authorized Signer
1.  MANAGER
2.
3.
4.


 Accept Date         : 09/06/2013
 Accepting Examiner : Crystal Kelley
Enter-PF1---PF2---PF3---PF4---PF5---PF6---PF7---PF8---PF9---PF10--PF11--PF12---
            OPT   MAIN                                      PREV
```


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

Accepted CK Sep/06/2013

LLC STATEMENT IN SUPPORT OF REGISTRATION

HYPERION AIR, LLC is a limited liability company of a United States Citizen and is eligible to register aircraft in its name. In this regard, we make the following representations:

1. The full name of the Applicant LLC is HYPERION AIR, LLC (the "LLC").
2. The jurisdiction in which the LLC is lawfully organized is the United States Virgin Islands.
3. The effective date of the LLC is October 19, 2012.
4. The name of each of the sole Member of the LLC and the type of entity of the sole Member (i.e., individual, corporation, partnership, etc.) is:

NAME	TYPE OF ENTITY	U.S. CITIZENSHIP VERIFICATION
Jeffrey E. Epstein	Individual	YES_X_ NO___

5. The LLC is managed by a Manager.
6. The managers, members or officers of this LLC may act independently YX_N__
7. The name of the sole Manager of the LLC and the type of entity of the sole Manager (i.e., individual, corporation, partnership, etc.) is:

NAME	TYPE OF ENTITY	U.S. CITIZENSHIP VERIFICATION
Lawrence Visoski	Individual	YES_X___ NO___

The undersigned certifies that he understands that an LLC is eligible to register aircraft in its name provided that:

(1) at least 2/3rds of the managers or managing members are "U.S. Citizens" within the meaning of 49 U.S.C. Section 40102(a)(15)(C) and:

(2) at least 75% of the voting interest or units is owned or controlled by persons who are "U.S. citizens" or citizens of one of its possessions; and specifically that AN LLC CANNOT REGISTER AS A NON-CITIZEN CORPORATION.

If any member of this LLC is not a United States Citizen as defined in 40102(a)(15)(C) an explanation appears below to support the certification that this LLC is a "U.S. Citizen" as required by 49 U.S.C. Section 40102(a)(15)(C).

The undersigned hereby also certifies that the information given herein is true and correct and meets all citizenship specifications as required by the Federal Aviation Administration.

HYPERION AIR, LLC

By_____
Lawrence Visoski
Manager

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

FILED WITH FAA
AIRCRAFT REGISTRATION BR.
2013 AUG 13 AM 7 39
OKLAHOMA CITY
OKLAHOMA

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

Billing Info

SDNY_GM_02774699

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

EFTA_00261339

EFTA01339967

ESCROW BILLING INFORMATION

Aircraft Descriptions: N722JE

Buyer: Hyperion Air LLC ☐ Seller: ASI Wings ☐

Bill: _____ Prepay: ✓ Bill: _____ Prepay: ✓

Escrow Fee: _____ Escrow Fee: _____

IR Fee: _____ IR Fee: _____

Title Search: _____ Title Search: _____

Exchange Fee: _____ Exchange Fee: _____

Total: _____ Total: _____

$3,400

Date: 6-13 20 19

By: AR

POSTED

Mail ☐

Fax ☐

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

Helicopter 1029 LLC JAN 20 JAN2020

N722JE Helicopter 1029 LLC JAN 20 JAN2020

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

N722JE Helicopter 1029 LLC

SDNY_GM_02774702

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

EFTA_00261342

EFTA01339970

IF TEMP 722JE-HELICOPTER 1029 LLC
02493 RET 2635502272-000001 RT ID: S7
OK-PD-03-2- H-0027-3-09-03 0100202408
SKP:RF07731O340 — 00001 CUST:4619
NRM
Srvs: 10/07 5:00pm CDT For Price.:
Rachel Williams
R NEXT

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

Table of Content

1. Wires In/Out
2. FAA/IR Searches
3. Disbursement Instructions & Authorization
4. Contracts & Legal
5. FAA Docs & Filing
6. IR Forms & Filings
7. Closing Packet
8. AML
9. Billing Info

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

Close 11-27

N 722JE
Make Keystone Helicopter
Model S-76C
S/N 760750

Title Search: 10-1-19 Time: 2:00 Over 550HP
Seat #'s
Deposit $ 100,000
Purch. Price $ 3,500,000

IR WAIVER
(circle or highlights)
3430
EXP. DATE:
7-31-22

Engine Make Turbomeca
Model Arriel 2S2
S/N 42285
S/N 42286
S/N
S/N

Buyer may want the funds to be in a segregated account.

10/11/19 10:35

Prop Make:
Model
S/N
S/N

Trade-In
Make
Model
S/N

HP Seats #'s
del
S/N

Seller: Hyperion Air LLC
Contact Larry Visoski
Phone:
Fax: [redacted]
Email:
Cell:

Buyer: Helicopter 1029, LLC
Contact Melissa Tomkiel, Jellee Kim
Phone [redacted]
Fax:
Email
Cell:

Broker:
Contact
Phone:
Fax:
Email:
Cell:

Broker:
Contact George Reenstra
Phone:
Fax:
Email [redacted]
Cell:

Lender:
Contact
Phone:
Fax:
Email:
Cell:

Lender: BofA
Contact Margaret Ciborowski
Phone [redacted]
Fax:
Email
Cell:

Attorney: Warren Lindyke
Contact
Phone:
Fax:
Email [redacted]
Cell:

Attorney Michael Kolich
Contact
Phone:
Fax:
Email: [redacted]
Cell:

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

Subject: Fw: RE: N722JE
From: "Rhiannon Routh" [redacted]
Sent: 1/3/2020 11:16:53 AM
To: "'Joan Roberts'" [redacted]

Joan,

Do you have this file still?

Rhiannon Routh
Escrow Support for Joan F. Roberts - VP
Insured Aircraft Title Service, LLC
21 East Main, Suite 100
Oklahoma City, OK 73104
[redacted]
rrouth@insuredaircraft.com
www.insuredaircraft.com

Please be aware. Online bank fraud is on the rise and it is important that you be cautious before wiring funds. If you receive an email containing WIRE TRANSFER INSTRUCTIONS call your escrow officer before wiring funds to verify the accuracy of the wiring instructions. Your escrow officer can be reached at (405)681-6663.
BE VERY CAREFUL IN WIRING FUNDS.

------ Forwarded Message ------
From: "Ellee Kim" [redacted]
To: "Brandee Wilson" [redacted]
Sent: 1/3/2020 11:10:40 AM
Subject: RE: N722JE

Hi Brandee,

In connection with the above referenced aircraft, I spoke with Ms. Roberts and she had advised there was a title bill due for this transaction. Can you send me a copy of the invoice for our files? Thank you very much for your help.

Regards,
Ellee

From: Brandee Wilson [redacted]
Sent: Tuesday, October 1, 2019 1:27 PM

CONFIDENTIAL Subject to Protective Order IATS - 000601
SDNY_GM_02774706
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261346
EFTA01339974

To: Ellee Kim <[redacted]
Subject: N722JE

Hello,

Please see attached our escrow agreement and our terms and conditions.

Thank you!

Brandee Wilson
Assistant for Joan F. Roberts - VP
Insured Aircraft Title Service, LLC
21 East Main, Suite 100
Oklahoma City, OK 73104
[redacted]
www.insuredaircraft.com

CONFIDENTIAL Subject to Protective Order IATS - 000602
SDNY_GM_02774707
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

DocuSign Envelope ID: 94EBBB94-206E-4931-9E05-02478A6EAD6C

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

OMB Control No. 2120-0042
Exp. 09/30/2018

AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF $ 10&OVC THE UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:

UNITED STATES REGISTRATION NUMBER **N** 722JE

AIRCRAFT MANUFACTURER & MODEL
Keystone Helicopter S-76C

AIRCRAFT SERIAL NO.
760750

DOES THIS DAY OF December , 2019
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.)

HELICOPTER 1029, LLC
767 Fifth Avenue
New York, New York 10153

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 DAY OF Dec., 2019.

SELLER

NAME(S) OF SELLER (TYPED OR PRINTED)	SIGNATURE(S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
Hyperion Air, LLC	DocuSigned by: Lawrence Visoski 844EB12002F44C9...	Manager
	Lawrence Visoski	

COPY OF ORIGINAL DOCUMENT
ISSUED BY FAA AIRCRAFT REGISTRY
DATE: JUNE 15, 2020 TITLE SERVICE
AGENT: JOSEPH ROBERTS, V.P.

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

ORIGINAL: TO FAA

v2.3 (10/18)

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

DocuSign Envelope ID: 8F03333D-465F-4CBF-AB66-41D12731A742

WARRANTY BILL OF SALE

Pursuant to that certain Aircraft Purchase Agreement, dated as of November 1, 2019 (the "Agreement"), by and between HYPERION AIR, LLC, U.S. Virgin Islands limited liability company ("Seller"), and HELICOPTER 1029, LLC, a Delaware limited liability company ("Purchaser"), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller, and being the owner of the full legal and beneficial title in and to that certain used 2008 Keystone Helicopter (Sikorsky) model S-76C aircraft, bearing manufacturer's serial number 760750, and currently registered with the United States Federal Aviation Agency (the "*FAA*") as N722JE, together with said aircraft's two Turbomeca S.A. Model Arriel 2S2 engines, bearing manufacturer's serial numbers 42285TEC and 42286TEC, and with all avionics, equipment systems, furnishings and accessories installed on, contained in or attached to said aircraft and engines, and also including all airframe, engine and accessory logbooks, flight and operation manuals, maintenance and overhaul records, FAA Form 8130s for all life-limited parts, FAA Form 337s and all other records and paperwork relating to the above-described aircraft and engines that are (i) required for Part 91 operations, or (ii) in Seller's possession or control (collectively, the "Aircraft"),

Seller does hereby grant, bargain, sell, convey, transfer and deliver unto Purchaser, all of Seller's right, title and interest in and to the Aircraft.

Seller hereby warrants to Purchaser, its successors and assigns, that Seller is the lawful full legal, record and beneficial owner of 100% of the Aircraft and that there is hereby conveyed to Purchaser good and marketable title to the Aircraft, free and clear of any and all leases, liens, claims, encumbrances and rights of third parties whatsoever, and Seller will warrant and defend such title forever, at the sole expense of Seller, against all claims and demands whatsoever.

EXCEPT FOR THE WARRANTIES SET FORTH IN THE IMMEDIATELY PRECEDING PARAGRAPH (THE "EXPRESS WARRANTIES"), THE AIRCRAFT AND EACH PART THEREOF IS BEING SOLD TO PURCHASER HEREUNDER IN ITS "AS IS, WHERE IS" CONDITION AND "WITH ALL FAULTS" EFFECTIVE AT THE CLOSING. EXCEPT FOR THE EXPRESS WARRANTIES, NEITHER SELLER NOR ITS AGENTS, REPRESENTATIVES OR EMPLOYEES MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER TO PURCHASER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMER OF REPRESENTATIONS AND WARRANTIES, THERE IS (I) NO WARRANTY BY SELLER, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES AS TO THE AIRWORTHINESS OR PHYSICAL CONDITION OF THE AIRCRAFT, (II) NO IMPLIED WARRANTY BY SELLER, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE AIRCRAFT, (III) NO IMPLIED WARRANTY BY SELLER, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, AND (IV) NO WARRANTY BY SELLER, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES AGAINST PATENT INFRINGEMENT OR THE LIKE. IN NO EVENT SHALL EITHER PARTY HERETO BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND.

CONFIDENTIAL Subject to Protective Order IATS - 000604

SDNY_GM_02774709

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

EFTA_00261349

EFTA01339977

DocuSign Envelope ID: 8F03333D-465F-4CBF-AB66-41D12731A742

IN WITNESS WHEREOF, Seller has caused this Warranty Bill of Sale to be executed by its duly authorized representative, this ___ day of _____, 2019.

HYPERION AIR, LLC

DocuSigned by:
Lawrence Visoski
844E812002F44C9...

By: _____
Name: Lawrence Visoski
Title: Manager
Date: _____

COPY OF ORIGINAL DOCUMENT
DELIVERED BY PROCESS SERVICE AGENT JOHN PARKS, V.P.

CONFIDENTIAL Subject to Protective Order IATS - 000605
SDNY_GM_02774710
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261350
EFTA01339978

Subject: {Disarmed} RE: {Disarmed} Re: {Disarmed} RE: {Disarmed} Re[2]: Escrow for N722JE
From: "Michael Kolich" [redacted]
Sent: 11/26/2019 11:32:43 AM
To: "Kim Thompson" [redacted]

Hi Kim,

Can you request a full FAA history of ownership on N722JE?

The IR starts in 2011 but we would like to know its ownership from birth.

Any idea on how long it will take the FAA to generate the report? This was just presented to me as a "rush" matter.

Thanks,
Mike.

From: Kim Thompson [redacted]
Sent: Monday, November 18, 2019 11:10 AM
To: Michael Kolich [redacted]
Subject: {Disarmed} Re: {Disarmed} RE: {Disarmed} Re[2]: Escrow for N722JE

Sorry Mike. It was nuts here last week. I thought I sent the executed PA. However, I will double check the file.

Kim Thompson, Escrow Agent
and Assistant to Joan F. Roberts - VP

Insured Aircraft Title Service, LLC.

21 East Main Street, Suite 100, Oklahoma City, OK 73104
[redacted]
www.insuredaircraft.com

------ Original Message ------
From: "Michael Kolich" [redacted]
To: "Kim Thompson" <[redacted]
Sent: 11/18/2019 10:58:34 AM
Subject: {Disarmed} RE: {Disarmed} Re[2]: Escrow for N722JE

> Good Morning Kim,
>
> Did you send the APA back with IATS' signature?
>
> As an update, Buyer (my Client) has the IR information and we are working on getting the LLC ownership pinned down so I can draft the rest of the FAA docs. Looking to close on the 27th or earlier.
>
> Thanks,
> Mike.
>
> ---
>
> **From:** Michael Kolich
> **Sent:** Wednesday, November 13, 2019 10:10 AM
> **To:** Kim Thompson [redacted]
> **Subject:** RE: {Disarmed} Re[2]: Escrow for N722JE
>
> Signed Deposit Assignment attached.
>
> Thanks,
> Mike.
>
> ---
>
> **From:** Kim Thompson [redacted]
> **Sent:** Wednesday, November 6, 2019 10:12 AM

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

To: Michael Kolic[redacted]
Subject: {Disarmed} Re[2]: Escrow for N722JE

I need the deposit assigned before we can execute the agreement.

Kim Thompson, Escrow Agent
and Assistant to Joan F. Roberts - VP

Insured Aircraft Title Service, LLC.

21 East Main Street, Suite 100, Oklahoma City, OK 73104
Phone: 405-681-6663/Fax: 405-684-5007
[redacted]
www.insuredaircraft.com

------ Original Message ------
From: "Michael Kolich[redacted]
To: "Kim Thompson" <
Sent: 11/6/2019 9:55:09 AM
Subject: RE: Escrow for N722JE

Hi Kim,

I was out yesterday. Were you able to get the APA consent executed? Seller has been asking about it.

Thanks,
Mike

From: Michael Kolich
Sent: Monday, November 4, 2019 10:10 AM
To: Kim Thompson[redacted]
Cc: Joan Roberts <
Subject: Escrow for N722JE

Good Morning Kim,

Can we open an escrow account for the attached APA. Also please:

1. Execute the consent and fill in escrow fees on page 14
2. Run FAA/IR searches
3. Send wire instructions

Looking to close around the end of the month. Do you know what days Thanksgiving will affect the FAA and IATS yet?

Thanks,
Mike.

Michael D. Kolich, Attorney
MailScanner has detected a possible fraud attempt from "jetlaw.com" claiming to be MailScanner has detected a possible fraud attempt from "jetlaw.com" claiming to be MailScanner has detected a possible fraud attempt from "jetlaw.com" claiming to be MailScanner has detected a possible fraud attempt from "jetlaw.com" claiming to be mkolich@jetlaw.com
| ph. 202 499 3834

Jetlaw, LLC
Kansas City 21628 Midland Dr., Shawnee, KS 66218
Washington, DC 1020 16th St. N.W., Ste 700, Washington, DC 20036
Jetquestions. **Jet**answers. **Jetlaw.**

Any form of conversation provided to you by any member of Jetlaw, LLC is intended for informational purposes only and shall not constitute an Attorney-Client relationship. Jetlaw, LLC does not enter into an attorney-client relationship until it speaks to the potential client, checks for potential conflicts of interest, and issues an engagement letter and receives an executed copy of the engagement letter for our files.

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

Subject: {Disarmed} RE: Re[2]: Helicopter 1029 LLC sn 760750
From: "Ciborowski, Margaret" [redacted]
Sent: 11/19/2019 11:55:04 AM
To: "Kim Thompson" [redacted]

Hi Kim,

Any updates on this one? Sorry to be a pain, trying to figure out where we are.

Thanks!

From: Ciborowski, Margaret
Sent: Tuesday, November 12, 2019 9:06 AM
To: 'Kim Thompson' [redacted]
Subject: RE: Re[2]: Helicopter 1029 LLC sn 760750

Thanks Kim. Yep we are financing, I have a tentative closing date of the 30th so it's still pretty early but wanted to check either way. Let me know if you need anything in the meantime!

From: Kim Thompson [MailScanner has detected a possible fraud attempt from "insuredaircraft.com" claiming to be mailt[redacted]
Sent: Tuesday, November 12, 2019 9:02 AM
To: Ciborowski, Margaret [redacted]
Subject: Re[2]: Helicopter 1029 LLC sn 760750

Margaret,
I have a copy of the purchase agreement. We have not executed it as the deposit received into escrow needs to be assigned to the purchaser.
We are not holding any documents in escrow for filing with the FAA at closing.
I assume you are financing the aircraft for the purchaser?

Kim Thompson, Escrow Agent
and Assistant to Joan F. Roberts - VP

Insured Aircraft Title Service, LLC.

21 East Main Street, Suite 100, Oklahoma City, OK 73104
Phone: 405-681-6663/Fax: 405-684-5007
MailScanner has detected a possible fraud attempt from "urldefense.proofpoint.com" claiming to be [redacted]
MailScanner has detected a possible fraud attempt from "urldefense.proofpoint.com" claiming to be www.insuredaircraft.com

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

------ Original Message ------
From: "Ciborowski, Margaret" [redacted]
To: [redacted]
Sent: 11/12/2019 7:42:17 AM
Subject: RE: Helicopter 1029 LLC sn 760750

> Hi Kim!
>
> Are you guys holding anything in escrow yet for this one?
>
> Thanks!

From: Josh Tremain [mailto[redacted]
Sent: Tuesday, November 12, 2019 8:40 AM
To: Ciborowski, Margaret [redacted]
Cc: Kim Thompson [redacted]
Subject: Re: Helicopter 1029 LLC sn 760750

Hi Margaret,

I had a great long weekend with the kiddos! I hope yours went well too.

Kim Thompson is listed as the agent in our system. I've copied her for convenience.

Thanks,

Josh Tremain
Escrow Agent | Assistant for Joan Roberts, Vice President
Insured Aircraft Title Service, LLC | 21 E. Main Street, Suite 100 | Oklahoma City, OK 73104 |
(800) 654-4882 | +1 405 681-6663 | f (405) 684-5080[redacted]

------ Original Message ------
From: "Ciborowski, Margaret" [redacted]
To: "Josh Tremain" [redacted]
Sent: 11/12/2019 7:37:02 AM
Subject: Helicopter 1029 LLC sn 760750

> Hi Josh,
>
> Hope you had a good long weekend? Can you let me know who from IATS is working on this one?
>
> Thanks!

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

Margaret Ciborowski

PLEASE NOTE THAT AS OF 6/7/19 MY EMAIL ADDRESS HAS CHANGED TO [redacted]

Assistant Vice President – Leasing Transaction Manager
Global Corporate Aircraft Finance
Global Leasing
Bank of America
3400 Pawtucket Avenue
Mail code: RI1-530-01-19
Riverside, RI 02915-5298
[redacted]

BANK OF AMERICA

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

Subject: (Disarmed) RE: (Disarmed) Re[2]: Escrow for N722JE
From: "Michael Kolich" [redacted]
Sent: 11/18/2019 10:58:34 AM
To: "Kim Thompson" [redacted]

Good Morning Kim,

Did you send the APA back with IATS' signature?

As an update, Buyer (my Client) has the IR information and we are working on getting the LLC ownership pinned down so I can draft the rest of the FAA docs. Looking to close on the 27th or earlier.

Thanks,
Mike.

From: Michael Kolich
Sent: Wednesday, November 13, 2019 10:10 AM
To: Kim Thompson [redacted]
Subject: RE: (Disarmed) Re[2]: Escrow for N722JE

Signed Deposit Assignment attached.

Thanks,
Mike.

From: Kim Thompson [redacted]
Sent: Wednesday, November 6, 2019 10:12 AM
To: Michael Kolich [redacted]
Subject: (Disarmed) Re[2]: Escrow for N722JE

I need the deposit assigned before we can execute the agreement.

Kim Thompson, Escrow Agent
and Assistant to Joan F. Roberts - VP

Insured Aircraft Title Service, LLC.

21 East Main Street, Suite 100, Oklahoma City, OK 73104
Phone: 405-681-6663/Fax: 405-684-5007
kthompson@insuredaircraft.com
www.insuredaircraft.com

------ Original Message ------
From: "Michael Kolich" [redacted]
To: "Kim Thompson" [redacted]
Sent: 11/6/2019 9:55:09 AM
Subject: RE: Escrow for N722JE

Hi Kim,

I was out yesterday. Were you able to get the APA consent executed? Seller has been asking about it.

Thanks,
Mike

From: Michael Kolich
Sent: Monday, November 4, 2019 10:10 AM
To: Kim Thompson [redacted]
Cc: Joan Roberts [redacted]
Subject: Escrow for N722JE

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

Good Morning Kim,

Can we open an escrow account for the attached APA. Also please:

1. Execute the consent and fill in escrow fees on page 14
2. Run FAA/IR searches
3. Send wire instructions

Looking to close around the end of the month. Do you know what days Thanksgiving will affect the FAA and IATS yet?

Thanks,
Mike.

Michael D. Kolich, Attorney
MailScanner has detected a possible fraud attempt from "jetlaw.com" claiming to be MailScanner has detected a possible fraud attempt from "jetlaw.com" claiming to b[redacted]

Jetlaw, LLC
Kansas City 21628 Midland Dr., Shawnee, KS 66218
Washington, DC 1020 16th St. N.W., Ste 700, Washington, DC 20036
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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Subject: Re: S76 Contract
From: "Darren Indyke" [redacted]
Sent: 11/13/2019 11:58:37 AM
To: "Michael Kolich" [redacted]
CC: "Ellee Kim" [redacted] "Kim Thompson" [redacted]

Hi, Mike. Please call me on cell [redacted] Thanks.

Sent from my iPhone. Please excuse the typos.

On Nov 13, 2019, at 11:38 AM, Michael Kolich [redacted] wrote:

Darren,

First, for your records is the executed Assignment of Deposit. This has also been delivered to IATS so I anticipate the consent to the APA will be forthcoming shortly.

Second, please see the attached LLC Statement in Support of Registration for Hyperion Air that is currently on file with the FAA. Can you provide detail and the corresponding documents that apply to the following questions:

1. Will Hyperion Air be filing an amended LLC Statement? If so, please provide who will be the Member(s), how and who will manage, and if they can act independently or if multiple signatures are required.
2. Please provide the documents that give you authority to sign as "authorized representative".
3. Please provide the name and title of the person that will sign the FAA Bill of Sale.

Regards,
Mike.

From: Darren Indyke [redacted]
Sent: Tuesday, November 12, 2019 3:19 PM
To: Michael Kolich [redacted] Ellee Kim [redacted]
Cc: Darren Indyke [redacted]
Subject: Re: S76 Contract

Also, I checked with Insured Aircraft and they have not yet signed the PSA as they are waiting confirmation from you that the Deposit should be assigned over to the new purchaser. Can you please address this right away, as it is contrary to the requirements of the PSA, and Insured Aircraft will not sign the agreement without that assignment.

Thanks.

DARREN K. INDYKE
5300 W. Atlantic Avenue, Suite 602
Delray Beach, Florida 33484
[redacted]

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On Nov 12, 2019, at 3:19 PM, Darren Indyke [redacted] wrote:

Good day, Mike and Ellee.

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

I understand that we are in a position to close on the purchase and sale of N722JE. Please confirm and let's set up a date and time for the closing. Thank you.

DARREN K. INDYKE
5300 W. Atlantic Avenue, Suite 602
Delray Beach, Florida 33484
[redacted]

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On Nov 6, 2019, at 11:04 AM, Michael Kolich <[redacted] wrote:

Darren, I was out of the office yesterday, but have not seen it across. I have pinged IATS again to check on the status.

Thanks,
Mike.

From: Darren Indyke [redacted]
Sent: Tuesday, November 5, 2019 8:17 AM
To: Michael Kolich <[redacted]
Cc: Darren Indyke <[redacted]
Subject: Re: S76 Contract

were you able to get Insured Aircraft's signature?

DARREN K. INDYKE
5300 W. Atlantic Avenue, Suite 602
Delray Beach, Florida 33484
[redacted]

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On Nov 2, 2019, at 7:02 PM, Michael Kolich [redacted] wrote:

Darren,

Purchaser's countersignatures attached. I will forward a complete draft with escrow agent's signature once received.

Have a nice weekend,
Mike.

From: Darren Indyke <[redacted]
Sent: Saturday, November 2, 2019 9:42 AM
To: Michael Kolich[redacted] Ellee Kim <[redacted] George Beenstra[redacted]; Melissa Tomkiel [redacted] Richard Kahn [redacted]
Subject: Re: S76 Contract

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

You may release the Seller's signed signature pages of the PSA to the Purchaser. Please forward the Purchaser's countersigned signature pages to me now.

Best,

DARREN K. INDYKE
5300 W. Atlantic Avenue, Suite 602
Delray Beach, Florida 33484
[redacted]

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On Nov 1, 2019, at 6:05 PM, Michael Kolich [redacted] wrote:

Darren and Ellee,

APA with most recent Schedule A attached. Let me know if there are any other requested revisions. As stated earlier, signature pages remain the same.

Thanks,
Mike

From: Darren Indyke [redacted]
Sent: Friday, November 1, 2019 4:30 PM
To: Michael Kolich [redacted]; Ellee Kim [redacted]
Cc: Darren Indyke [redacted]
Subject: Re: S76 Contract

To clarify, please confirm that the Schedule A that I transmitted to you both on Sept 29 is the agreed and operative Schedule A for the PSA. Also, please advise if any further changes were made to the PSA from those redlined on the documents you sent to me on October 31. thank you.

DARREN K. INDYKE
5300 W. Atlantic Avenue, Suite 602
Delray Beach, Florida 33484
[redacted]

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On Nov 1, 2019, at 5:24 PM, Darren Indyke [redacted] wrote:

Mike,

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

The Schedule A attached to this agreement is not the schedule A that I sent on September 29. Please confirm that the Schedule A is acceptable. Thanks.

DARREN K. INDYKE
5300 W. Atlantic Avenue, Suite 602
Delray Beach, Florida 33484
[redacted]

The information contained in this communication is confidential, may be attorney-client privileged, and is intended only for the use of the addressee. It is the property of Darren K. Indyke. Unauthorized use, disclosure or copying of this communication or any part thereof is strictly prohibited and may be unlawful. If you have received this communication in error, please notify us immediately by return e-mail, and destroy this communication and all copies thereof, including all attachments.
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On Nov 1, 2019, at 4:20 PM, Michael Kolich [redacted] wrote:

Darren,

I am holding Purchaser's signatures. Please advise on the timeline of your signatures.

Thanks,
Mike.

From: Michael Kolich
Sent: Friday, November 1, 2019 1:08 PM
To: Darren Indyke [redacted]
Subject: RE: S76 Contract

Good Afternoon Darren,

Attached for your review and execution is the finalized APA and standalone signature pages. Purchaser is working towards signatures now, so we should be able to wrap this up today.

Thanks,
Mike.

From: Darren Indyke [redacted]
Sent: Thursday, October 31, 2019 1:06 PM
To: Michael Kolich [redacted]
Cc: Darren Indyke [redacted]
Subject: Re: S76 Contract

There is a typo on my email address in the notice provision - a comma instead of a period.

I think this looks fine. Have circulated it to me team to make sure no other nits and it is therefore subject to their comments. Please let me when we have final approval on the Schedule A. Also, please finalize the doc and send execution copies so we will be ready to go once you have the final approval. Thanks.

DARREN K. INDYKE
5300 W. Atlantic Avenue, Suite 602
Delray Beach, Florida 33484
[redacted]

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

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On Oct 31, 2019, at 10:57 AM, Michael Kolich [redacted] wrote:

Darren,

Attached for your review is the APA with additional redlines based on our discussions over the past few days. We are still awaiting final approval of the APA and Specification you submitted, so the attached remains subject to change.

Thanks,
Mike.

From: Darren Indyke [redacted]
Sent: Thursday, October 31, 2019 7:40 AM
To: Ellee Kim [redacted]
Cc: Michael Kolich [redacted]
George Reenstra[redacted], Melissa Tomkiel [redacted] Richard Kahn [redacted]
Subject: Re: $76 Contract

Please advise.

Sent from my iPhone. Please excuse the typos.

On Oct 30, 2019, at 11:10 PM, Darren Indyke [redacted] wrote:

I have still not received anything?

Sent from my iPhone. Please excuse the typos.

On Oct 30, 2019, at 6:44 PM, Darren Indyke [redacted] wrote:

Thank you. I will stand by.

Sent from my iPhone. Please

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

excuse the typos.

On Oct 30, 2019, at 6:07 PM, Ellee Kim [redacted] wrote:

Thanks Darren. I think we are close – I am just waiting to hear back on confirmation of the updated spec sheet. Michael should be circulating a redraft shortly.

From: Darren Indyke [redacted]
Sent: Wednesday, October 30, 2019 5:44 PM
To: Ellee Kim [redacted]
Michael Kolich [redacted]
Cc: Darren Indyke [redacted]
George Reenstra [redacted]
Melissa Tomkiel [redacted]
Richard Kahn [redacted]
Subject: S76 Contract

Ellee,

I did not hear back from you today. Please update me regarding the status of the contract. Thank you.

DARREN K. INDYKE
5300 W. Atlantic Avenue, Suite 602
Delray Beach, Florida 33484
[redacted]

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

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<N722JE - APA 10.31.19 JL RED.docx>

<N722JE - APA 11.1.19PM JL Execution.pdf>

<doc01519420191101040856.pdf>

<Assignment of Deposit.pdf>
<N722JE LLC.pdf>

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

Subject: RE: Re[2]: HM Numbers
From: "Michael Kolich" [redacted]
Sent: 11/13/2019 9:59:10 AM
To: "Kim Thompson" [redacted]

Kim,

I called but guy at front said you were on another call. I'll try back in a few, but am at my desk if you can call me.

Direct line is: [redacted]

Thanks,
Mike.

From: Kim Thompson <[redacted]
Sent: Wednesday, November 13, 2019 9:40 AM
To: Michael Kolich <[redacted]
Subject: Re[2]: HM Numbers

Mike,
No rush. However, call me when you are available.

Kim Thompson, Escrow Agent
and Assistant to Joan F. Roberts - VP

Insured Aircraft Title Service, LLC.

21 East Main Street, Suite 100, Oklahoma City, OK 73104
Phone: 405-681-6663/Fax: 405-684-5007
[redacted]
www.insuredaircraft.com

------ Original Message ------
From: "Michael Kolich" [redacted]
To: "Kim Thompson" <[redacted]
Sent: 11/13/2019 9:37:49 AM
Subject: RE: HM Numbers

> Thanks Kim,

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

Subject: RE: HM Numbers
From: "Michael Kolich" [redacted]
Sent: 11/13/2019 9:37:49 AM
To: "Kim Thompson" <[redacted]

Thanks Kim,

So far, Darren Indyke has been signing all documents as "authorized representative". For the FAA documents will we need any formal documents to accompany his signatures (ex. power of attorney, court order, etc.)? I believe for bankruptcies the FAA required the receiver to provide the documents, but I cannot remember for sure what happens when assets are being sold due to death.

Mike.

From: Kim Thompson [redacted]
Sent: Wednesday, November 13, 2019 8:24 AM
To: Michael Kolich <[redacted]
Subject: HM Numbers

Mike,
Attached is a list of numbers that appear to be available ending in "HM".

I checked 1029 numbers as well. It appears N1029Q, N1029V & N1029Z are available to reserve.

Regards,

Kim Thompson, Escrow Agent
and Assistant to Joan F. Roberts - VP

Insured Aircraft Title Service, LLC.

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Phone: 405-681-6663/Fax: 405-684-5007
[redacted]
www.insuredaircraft.com

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

Subject: RE: Helicopter 1029 LLC sn 760750
From: "Ciborowski, Margaret" [redacted]
Sent: 11/12/2019 7:42:17 AM
To: [redacted]

Hi Kim!

Are you guys holding anything in escrow yet for this one?

Thanks!

From: Josh Tremain [mailto[redacted]
Sent: Tuesday, November 12, 2019 8:40 AM
To: Ciborowski, Margaret [redacted]
Cc: Kim Thompson [redacted]
Subject: Re: Helicopter 1029 LLC sn 760750

Hi Margaret,

I had a great long weekend with the kiddos! I hope yours went well too.

Kim Thompson is listed as the agent in our system. I've copied her for convenience.

Thanks,

Josh Tremain
Escrow Agent | Assistant for Joan Roberts, Vice President
Insured Aircraft Title Service, LLC | 21 E. Main Street, Suite 100 | Oklahoma City, OK 73104 |
(800) 654-4882 | +1 405 681-6663 | f (405) 684-5080 | [redacted]

------ Original Message ------
From: "Ciborowski, Margaret" [redacted]
To: "Josh Tremain" [redacted]
Sent: 11/12/2019 7:37:02 AM
Subject: Helicopter 1029 LLC sn 760750

> Hi Josh,
>
> Hope you had a good long weekend? Can you let me know who from IATS is working on this one?
>
> Thanks!
>
> **Margaret Ciborowski**

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

PLEASE NOTE THAT AS OF 6/7/19 MY EMAIL ADDRESS HAS CHANGED TO [redacted]

Assistant Vice President – Leasing Transaction Manager
Global Corporate Aircraft Finance
Global Leasing
Bank of America
3400 Pawtucket Avenue
Mail code: RI1-530-01-19
Riverside, RI 02915-5298
[redacted]

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

Subject: Re: Helicopter 1029 LLC sn 760750
From: "Josh Tremain" [redacted]
Sent: 11/12/2019 7:40:18 AM
To: "Ciborowski, Margaret" [redacted]
CC: "Kim Thompson" [redacted]

Hi Margaret,

I had a great long weekend with the kiddos! I hope yours went well too.

Kim Thompson is listed as the agent in our system. I've copied her for convenience.

Thanks,

Josh Tremain
Escrow Agent | Assistant for Joan Roberts, Vice President
Insured Aircraft Title Service, LLC | 21 E. Main Street, Suite 100 | Oklahoma City, OK 73104 |
(800) 654-4882 | +1 405 681-6663 | f (405) 684-5080 [redacted]

------ Original Message ------
From: "Ciborowski, Margaret" [redacted]
To: "Josh Tremain" [redacted]
Sent: 11/12/2019 7:37:02 AM
Subject: Helicopter 1029 LLC sn 760750

> Hi Josh,
>
> Hope you had a good long weekend? Can you let me know who from IATS is working on this one?
>
> Thanks!
>
> **Margaret Ciborowski**
>
> **PLEASE NOTE THAT AS OF 6/7/19 MY EMAIL ADDRESS HAS CHANGED TO**
> [redacted]
>
> Assistant Vice President – Leasing Transaction Manager
> Global Corporate Aircraft Finance
> Global Leasing
> Bank of America
> 3400 Pawtucket Avenue
> Mail code: RI1-530-01-19
> Riverside, RI 02915-5298
> [redacted]

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

Subject: Re[2]: Escrow for N722JE
From: "Kim Thompson" [redacted]
Sent: 11/6/2019 10:12:17 AM
To: "Michael Kolich" [redacted]

I need the deposit assigned before we can execute the agreement.

Kim Thompson, Escrow Agent
and Assistant to Joan F. Roberts - VP

Insured Aircraft Title Service, LLC.

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Phone: 405-681-6663/Fax: 405-684-5007
[redacted]
www.insuredaircraft.com

------ Original Message ------
From: "Michael Kolich" [redacted]
To: "Kim Thompson" <[redacted]
Sent: 11/6/2019 9:55:09 AM
Subject: RE: Escrow for N722JE

Hi Kim,

I was out yesterday. Were you able to get the APA consent executed? Seller has been asking about it.

Thanks,
Mike

From: Michael Kolich
Sent: Monday, November 4, 2019 10:10 AM
To: Kim Thompson [redacted]
Cc: Joan Roberts <[redacted]
Subject: Escrow for N722JE

Good Morning Kim,

Can we open an escrow account for the attached APA. Also please:

1. Execute the consent and fill in escrow fees on page 14
2. Run FAA/IR searches
3. Send wire instructions

Looking to close around the end of the month. Do you know what days Thanksgiving will affect the FAA and IATS yet?

Thanks,
Mike.

Michael D. Kolich, Attorney
[redacted]

JETLAW.COM

Jetlaw, LLC
Kansas City 21628 Midland Dr., Shawnee, KS 66218
Washington, DC 1020 16th St. N.W., Ste 700, Washington, DC 20036
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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Subject: RE: Escrow for N722JE
From: "Michael Kolich" [redacted]
Sent: 11/6/2019 9:55:09 AM
To: "Kim Thompson" <[redacted]>;

Hi Kim,

I was out yesterday. Were you able to get the APA consent executed? Seller has been asking about it.

Thanks,
Mike

From: Michael Kolich
Sent: Monday, November 4, 2019 10:10 AM
To: Kim Thompson [redacted]
Cc: Joan Roberts <[redacted]>
Subject: Escrow for N722JE

Good Morning Kim,

Can we open an escrow account for the attached APA. Also please:

1. Execute the consent and fill in escrow fees on page 14
2. Run FAA/IR searches
3. Send wire instructions

Looking to close around the end of the month. Do you know what days Thanksgiving will affect the FAA and IATS yet?

Thanks,
Mike.

Michael D. Kolich, Attorney
[redacted]

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Kansas City 21628 Midland Dr., Shawnee, KS 66218
Washington, DC 1020 16th St. N.W., Ste 700, Washington, DC 20036
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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Subject: {Disarmed} RE: Re[2]: Helicopter 1029 LLC sn 760750
From: "Ciborowski, Margaret" [redacted]
Sent: 11/12/2019 8:05:46 AM
To: "Kim Thompson" [redacted]

Thanks Kim. Yep we are financing, I have a tentative closing date of the 30th so it's still pretty early but wanted to check either way. Let me know if you need anything in the meantime!

From: Kim Thompson [mailto[redacted]
Sent: Tuesday, November 12, 2019 9:02 AM
To: Ciborowski, Margaret [redacted]
Subject: Re[2]: Helicopter 1029 LLC sn 760750

Margaret,
I have a copy of the purchase agreement. We have not executed it as the deposit received into escrow needs to be assigned to the purchaser.
We are not holding any documents in escrow for filing with the FAA at closing.
I assume you are financing the aircraft for the purchaser?

Kim Thompson, Escrow Agent
and Assistant to Joan F. Roberts - VP

Insured Aircraft Title Service, LLC.

21 East Main Street, Suite 100, Oklahoma City, OK 73104
Phone: 405-681-6663/Fax: 405-684-5007
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MailScanner has detected a possible fraud attempt from "urldefense.proofpoint.com" claiming to be www.insuredaircraft.com

------ Original Message ------
From: "Ciborowski, Margaret" [redacted]
To: [redacted]
Sent: 11/12/2019 7:42:17 AM
Subject: RE: Helicopter 1029 LLC sn 760750

Hi Kim!

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

Subject: Re[2]: Helicopter 1029 LLC sn 760750
From: "Kim Thompson" [redacted]
Sent: 11/12/2019 8:01:41 AM
To: "Ciborowski, Margaret" [redacted]

Margaret,
I have a copy of the purchase agreement. We have not executed it as the deposit received into escrow needs to be assigned to the purchaser.
We are not holding any documents in escrow for filing with the FAA at closing.
I assume you are financing the aircraft for the purchaser?

Kim Thompson, Escrow Agent
and Assistant to Joan F. Roberts - VP

Insured Aircraft Title Service, LLC.

21 East Main Street, Suite 100, Oklahoma City, OK 73104
Phone: 405-681-6663/Fax: 405-684-5007
[redacted]
www.insuredaircraft.com

------ Original Message ------
From: "Ciborowski, Margaret" [redacted]
To: [redacted]
Sent: 11/12/2019 7:42:17 AM
Subject: RE: Helicopter 1029 LLC sn 760750

> Hi Kim!
>
> Are you guys holding anything in escrow yet for this one?
>
> Thanks!
>
> **From:** Josh Tremain [mailto:[redacted]
> **Sent:** Tuesday, November 12, 2019 8:40 AM
> **To:** Ciborowski, Margaret [redacted]
> **Cc:** Kim Thompson [redacted]
> **Subject:** Re: Helicopter 1029 LLC sn 760750

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

Subject: N722JE
From: "Kim Thompson" [redacted]
Sent: 11/4/2019 11:12:45 AM
To: "Michael Kolich" [redacted]
Attachments: N722JE ts.pdf; N722JE.pdf; N722JE ENG 1.pdf; N722JE ENG 2.pdf

Mike,
Please find attached title search reports and international registry searches for this aircraft.

Regards,

Kim Thompson, Escrow Agent
and Assistant to Joan F. Roberts - VP

Insured Aircraft Title Service, LLC.

21 East Main Street, Suite 100, Oklahoma City, OK 73104
Phone: 405-681-6663/Fax: 405-684-5007
[redacted]
www.insuredaircraft.com

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

Subject: Re: {Disarmed} RE: {Disarmed} Re: Escrow for N722JE
From: "Kim Thompson" [redacted]
Sent: 11/4/2019 11:09:48 AM
To: "Michael Kolich" [redacted]

Mike,
The deposit assignment form looks good.

Kim Thompson, Escrow Agent
and Assistant to Joan F. Roberts - VP

Insured Aircraft Title Service, LLC.

21 East Main Street, Suite 100, Oklahoma City, OK 73104
Phone: 405-681-6663/Fax: 405-684-5007
[redacted]
www.insuredaircraft.com

------ Original Message ------
From: "Michael Kolich" [redacted]
To: "Kim Thompson" [redacted]
Sent: 11/4/2019 11:01:27 AM
Subject: {Disarmed} RE: {Disarmed} Re: Escrow for N722JE

Thanks Kim,

Looks like a $100k Deposit was sent in already (see attached). Please review the attached assignment and if you have no comments, I will get executed and over to you for your file.

Mike.

From: Kim Thompson [redacted]
Sent: Monday, November 4, 2019 10:16 AM
To: Michael Kolich [redacted]
Subject: {Disarmed} Re: Escrow for N722JE

Mike,
We will start a file for this aircraft.
I have attached our bank wire transfer instructions.

The FAA is closed on Thursday and Friday the week of Thanksgiving.

I look forward to working with you on this transaction.

Regards,

Kim Thompson, Escrow Agent
and Assistant to Joan F. Roberts - VP

Insured Aircraft Title Service, LLC.

21 East Main Street, Suite 100, Oklahoma City, OK 73104
Phone: 405-681-6663/Fax: 405-684-5007
[redacted]
www.insuredaircraft.com

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

Subject: Re: Escrow for N722JE
From: "Kim Thompson" [redacted]
Sent: 11/4/2019 10:15:33 AM
To: "Michael Kolich" [redacted]
Attachments: Wire Transfer Instructions - IATS.pdf

Mike,
We will start a file for this aircraft.
I have attached our bank wire transfer instructions.

The FAA is closed on Thursday and Friday the week of Thanksgiving.

I look forward to working with you on this transaction.

Regards,

Kim Thompson, Escrow Agent
and Assistant to Joan F. Roberts - VP

Insured Aircraft Title Service, LLC.

21 East Main Street, Suite 100, Oklahoma City, OK 73104
Phone: 405-681-6663/Fax: 405-684-5007
[redacted]
www.insuredaircraft.com

------ Original Message ------
From: "Michael Kolich" [redacted]
To: "Kim Thompson" [redacted]
Cc: "Joan Roberts" [redacted]
Sent: 11/4/2019 10:09:49 AM
Subject: Escrow for N722JE

Good Morning Kim,

Can we open an escrow account for the attached APA. Also please:

1. Execute the consent and fill in escrow fees on page 14
2. Run FAA/IR searches
3. Send wire instructions

Looking to close around the end of the month. Do you know what days Thanksgiving will affect the FAA and IATS yet?

Thanks,
Mike.

Michael D. Kolich, Attorney
[redacted]
Jetlaw, LLC
Kansas City 21628 Midland Dr., Shawnee, KS 66218
Washington, DC 1020 16th St. N.W., Ste 700, Washington, DC 20036
Jetquestions. Jetanswers. Jetlaw.

Any form of conversation provided to you by any member of Jetlaw, LLC is intended for informational purposes only and shall not constitute an Attorney-Client relationship. Jetlaw, LLC does not enter into an attorney-client relationship until it speaks to the potential client, checks for potential conflicts of interest, and issues an engagement letter and receives an executed copy of the engagement letter for our files.

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

Subject: N722JE
From: "Aundrea Jones" [redacted]
Sent: 10/11/2019 10:35:12 AM
To: [redacted]

Hello,

I am not sure how we got disconnected and I tried to call you back but your mailbox was full.

I spoke with an escrow officer and they advised that you can have a segregated account-you will just need to request that in writing. So we will need something from both the buyer and seller. Just keep in mind that this will not be interest bearing.

Please let me know if I can help you with anything else.

Sincerely,

Aundrea Jones
Escrow Assistant to
Joan F. Roberts-Vice President
21 E. Main Street, Ste. 100
Oklahoma City, OK 73104
[redacted]
www.insuredaircraft.com

****Please note that IATS and the FAA are both closed on Monday, October 14, 2019, in observance of Columbus Day.****

CONFIDENTIAL Subject to Protective Order IATS - 000633
SDNY_GM_02774738
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Subject: FAA Title Search N722JE
From: "Brandee Wilson" [redacted]
Sent: 10/1/2019 4:58:05 PM
To: [redacted]
Attachments: N722JE TS.pdf

Hello,

Please see attached the FAA title search on the above referenced aircraft.

Please let me know if our office can be of further assistance or if you have any questions.

Brandee Wilson
Assistant for Joan F. Roberts - VP
Insured Aircraft Title Service, LLC
21 East Main, Suite 100
Oklahoma City, OK 73104
[redacted]
www.insuredaircraft.com

CONFIDENTIAL Subject to Protective Order IATS - 000634
SDNY_GM_02774739
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261379
EFTA01340007

Subject: FAA Title Search N722JE
From: "Brandee Wilson" [redacted]
Sent: 10/1/2019 4:58:45 PM
To: [redacted] "Ellee Kim"
[redacted] "George Reenstra" [redacted]
Attachments: N722JE TS.pdf

Hello,

Please see attached the FAA title search on the above referenced aircraft.

Please let me know if our office can be of further assistance or if you have any questions.

Brandee Wilson
Assistant for Joan F. Roberts - VP
Insured Aircraft Title Service, LLC
21 East Main, Suite 100
Oklahoma City, OK 73104
[redacted]

www.insuredaircraft.com

CONFIDENTIAL Subject to Protective Order IATS - 000635
SDNY_GM_02774740
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261380
EFTA01340008

Subject: Re: N722JE serial 760750 S76C++
From: "Brandee Wilson" [redacted]
Sent: 10/1/2019 2:04:27 PM
To: "Larry Visoski" [redacted]
CC: "George Reenstra" [redacted]; "Larry" [redacted]

Thank you!

Brandee Wilson
Assistant for Joan F. Roberts - VP
Insured Aircraft Title Service, LLC
21 East Main, Suite 100
Oklahoma City, OK 73104
[redacted]
www.insuredaircraft.com

------ Original Message ------
From: "Larry Visoski" [redacted]
To: [redacted]
Cc: "George Reenstra" [redacted]; "Larry" [redacted]
Sent: 10/1/2019 2:00:18 PM
Subject: N722JE serial 760750 S76C++

> Brandee,
> Per your request, see attach serial number,
> Thx,'
> larry

CONFIDENTIAL Subject to Protective Order IATS - 000636
SDNY_GM_02774741
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261381
EFTA01340009

Subject: Re[2]: N722JE
From: "Brandee Wilson" [redacted]
Sent: 10/1/2019 1:40:45 PM
To: "Ellee Kim" [redacted]

You're welcome!

Brandee Wilson
Assistant for Joan F. Roberts - VP
Insured Aircraft Title Service, LLC
21 East Main, Suite 100
Oklahoma City, OK 73104
[redacted]
www.insuredaircraft.com

------ Original Message ------
From: "Ellee Kim" <[redacted]
To: "Brandee Wilson" [redacted]
Sent: 10/1/2019 1:39:43 PM
Subject: RE: N722JE

Thank you very much.

From: Brandee Wilson [redacted]
Sent: Tuesday, October 1, 2019 1:27 PM
To: Ellee Kim [redacted]
Subject: N722JE

Hello,

Please see attached our escrow agreement and our terms and conditions.

Thank you!

Brandee Wilson

CONFIDENTIAL Subject to Protective Order IATS - 000637
SDNY_GM_02774742
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261382
EFTA01340010

Subject: RE: N722JE
From: "Ellee Kim" [redacted]
Sent: 10/1/2019 1:39:43 PM
To: "Brandee Wilson" [redacted]

Thank you very much.

From: Brandee Wilson [redacted]
Sent: Tuesday, October 1, 2019 1:27 PM
To: Ellee Kim [redacted]
Subject: N722JE

Hello,

Please see attached our escrow agreement and our terms and conditions.

Thank you!

Brandee Wilson
Assistant for Joan F. Roberts - VP
Insured Aircraft Title Service, LLC
21 East Main, Suite 100
Oklahoma City, OK 73104
[redacted]
www.insuredaircraft.com

CONFIDENTIAL Subject to Protective Order IATS - 000638
SDNY_GM_02774743
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261383
EFTA01340011

Subject: Re[2]: Engine Information Request N722JE
From: "Brandee Wilson" [redacted]
Sent: 10/1/2019 1:00:38 PM
To: "Larry Visoski" [redacted]

Thank you!

Brandee Wilson
Assistant for Joan F. Roberts - VP
Insured Aircraft Title Service, LLC
21 East Main, Suite 100
Oklahoma City, OK 73104
[redacted]

www.insuredaircraft.com

------ Original Message ------
From: "Larry Visoski" [redacted]
To: "Brandee Wilson"
Sent: 10/1/2019 12:56:06 PM
Subject: Re: Engine Information Request N722JE

> Hi Brandee, I will get that information to you shortly
>
> Sent from my iPhone
>
> On Oct 1, 2019, at 1:45 PM, Brandee Wilson [redacted] wrote:
>
> > Hello,
> >
> > What is the engine make, model and serial numbers?
> >
> > Thank you,

CONFIDENTIAL Subject to Protective Order IATS - 000639
SDNY_GM_02774744
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261384
EFTA01340012

Subject: Re: Engine Information Request N722JE
From: "Larry Visoski" [redacted]
Sent: 10/1/2019 12:56:06 PM
To: "Brandee Wilson" [redacted]

Hi Brandee, I will get that information to you shortly

Sent from my iPhone

On Oct 1, 2019, at 1:45 PM, Brandee Wilson [redacted] wrote:

> Hello,
>
> What is the engine make, model and serial numbers?
>
> Thank you,
>
> Brandee Wilson
> Assistant for Joan F. Roberts - VP
> Insured Aircraft Title Service, LLC
> 21 East Main, Suite 100
> Oklahoma City, OK 73104
> [redacted]
>
> www.insuredaircraft.com

CONFIDENTIAL Subject to Protective Order IATS - 000640
SDNY_GM_02774745
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261385
EFTA01340013

Subject: Engine Information Request N722JE
From: "Brandee Wilson" [redacted]
Sent: 10/1/2019 12:45:59 PM
To: [redacted]

Hello,

What is the engine make, model and serial numbers?

Thank you,

Brandee Wilson
Assistant for Joan F. Roberts - VP
Insured Aircraft Title Service, LLC
21 East Main, Suite 100
Oklahoma City, OK 73104
[redacted]
www.insuredaircraft.com

CONFIDENTIAL Subject to Protective Order IATS - 000641
SDNY_GM_02774746
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261386
EFTA01340014

Subject: N722JE
From: "Brandee Wilson" <[redacted]
Sent: 10/1/2019 12:26:31 PM
To: [redacted]
Attachments: N722JE Escrow Agreement.pdf; IATS Terms and Conditions (2).pdf

Hello,

Please see attached our escrow agreement and our terms and conditions.

Thank you!

Brandee Wilson
Assistant for Joan F. Roberts - VP
Insured Aircraft Title Service, LLC
21 East Main, Suite 100
Oklahoma City, OK 73104
[redacted]
www.insuredaircraft.com

CONFIDENTIAL Subject to Protective Order IATS - 000642
SDNY_GM_02774747
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261387
EFTA01340015

Subject: Fw: {Disarmed} Re: Sikorsky 760750
From: "Kim Thompson" [redacted]
Sent: 10/1/2019 12:14:12 PM
To: "Katie Miller" [redacted]

Kim Thompson, Escrow Agent
and Assistant to Joan F. Roberts - VP
Insured Aircraft Title Service, LLC
21 East Main Street, Suite 100, Oklahoma City, OK 73104
Phone: 405-681-6663/Fax: 405-684-5007
[redacted]
www.insuredaircraft.com

------ Forwarded Message ------
From: "George Reenstra" [redacted] Buyer
To: "Darren Indyke" [redacted]
[redacted]
Cc: "Larry Visoski" [redacted]; "Richard Kahn" [redacted]; "Erika Kellerhals" [redacted] Melissa Tomkiel" [redacted] "Joan Roberts" [redacted]; "Kim Thompson" [redacted]
Sent: 10/1/2019 11:59:10 AM
Subject: {Disarmed} Re: Sikorsky 760750

Ellee that is the correct .....I will advise Joan Roberts at IATS to be on the look out.

Spoke to Darren we will provide a contract on Thursday

Any questions let me know

Thanks.....

CONFIDENTIAL Subject to Protective Order IATS - 000643
SDNY_GM_02774748
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261388
EFTA01340016

George Reenstra
cell 201.906.1411
[redacted]
www.helicopterresales.com

On Oct 1, 2019, at 12:51 PM, Darren Indyke [redacted] wrote:

Sent from my iPhone. Please excuse the typos.

Begin forwarded message:

From: Ellee Kim [redacted]
Date: October 1, 2019 at 12:33:30 PM EDT
To: Darren Indyke [redacted]
Subject: RE: Sikorsky 760750

Darren,

We are wiring the deposit into Insured Aircraft Title. I was advised the registration number of the aircraft is 722JE. Please advise if this is incorrect. Once we send the wire into the escrow agent, I will send you a copy of the confirmation for your files. Should you have any question, please do not hesitate to reach out.

Finally – l'Shana Tovah!

Regards,
Ellee

Ellee Kim
Macklowe Properties
767 Fifth Avenue

CONFIDENTIAL Subject to Protective Order IATS - 000644
SDNY_GM_02774749
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261389
EFTA01340017

New York New York 10153 0023

[redacted]

MailScanner has detected a possible fraud attempt from "nam11.safelinks.protection.outlook.com" claiming to be mackloweproperties.com

From: Ellee Kim
Sent: Friday, September 27, 2019 9:59 PM
To: Darren Indyke [redacted]
Subject: Re: Sikorsky 760750

Thanks Darren. Please see attached.

Regards,
Ellee

CONFIDENTIAL Subject to Protective Order IATS - 000645
SDNY_GM_02774750
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Subject: Fw: (Disarmed) Re: Sikorsky 760750
From: "Joan Roberts" [redacted]
Sent: 10/1/2019 12:11:35 PM
To: "Brandee Wilson" [redacted]

looks like new one - N722JE. I have no clue who all these people are

Joan F. Roberts
Vice President
Insured Aircraft Title Service, LLC
21 East Main, Suite 100
Oklahoma City, Oklahoma 73104
[redacted]
www.insuredaircraft.com

------ Forwarded Message ------
From: "George Reenstra" [redacted]
To: "Darren Indyke" [redacted]
Cc: "Larry Visoski" [redacted] "Richard Kahr [redacted] "Erika Kellerhals" [redacted] "Melissa Tomkiel" [redacted] "Joan Roberts" [redacted] Kim Thompson" [redacted]
Sent: 10/1/2019 11:59:10 AM
Subject: (Disarmed) Re: Sikorsky 760750

Ellee that is the correct .....I will advise Joan Roberts at IATS to be on the look out.

Spoke to Darren we will provide a contract on Thursday

Any questions let me know

Thanks.....

George Reenstra
[redacted]
www.helicopterresales.com

On Oct 1, 2019, at 12:51 PM, Darren Indyke [redacted] wrote:

Sent from my iPhone. Please excuse the typos.

Begin forwarded message:

From: Ellee Kim [redacted]
Date: October 1, 2019 at 12:33:30 PM EDT
To: Darren Indyke [redacted]
Subject: RE: Sikorsky 760750

Darren,

We are wiring the deposit into Insured Aircraft Title. I was advised the registration number of the aircraft is 722JE. Please advise if this is incorrect. Once we send the wire into the escrow agent, I will send you a copy of the confirmation for your files. Should you have any question, please do not hesitate to reach out.

CONFIDENTIAL Subject to Protective Order IATS - 000646
SDNY_GM_02774751
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261391
EFTA01340019

Finally – l'Shana Tovah!

Regards,
Ellee

Ellee Kim
Macklowe Properties
767 Fifth Avenue
New York New York 10153 0023

[redacted]

MailScanner has detected a possible fraud attempt from "nam11.safelinks.protection.outlook.com" claiming to be macklowe properties.com
<https://nam11.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.macklowe.com%2Fprojects40years%2F&data=02%7C01%7Cgeorge%40jetasg.com%7C65179c6ba450413557cd08>

From: Ellee Kim
Sent: Friday, September 27, 2019 9:59 PM
To: Darren Indyke [redacted]
Subject: Re: Sikorsky 760750

Thanks Darren. Please see attached.

Regards,
Ellee

CONFIDENTIAL Subject to Protective Order IATS - 000647
SDNY_GM_02774752
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Subject: {Disarmed} FW: Wire instructions
From: "Ellee Kim" [redacted]
Sent: 10/1/2019 11:02:10 AM
To: [redacted]
Attachments: Wire Transfer Instructions - IATS.pdf

Hi Karen,

Melissa Tomkiel forwarded your contact information to me so that we could wire a deposit for a purchase of a helicopter. I have a few questions for you before we send the wire out (which we need to wire out today). Are you available for a quick call?

Please advise.

Regards,
Ellee

Ellee Kim
Macklowe Properties
767 Fifth Avenue
New York New York 10153 0023
[redacted]

MailScanner has detected a possible fraud attempt from "www.macklowe.com" claiming to be macklowproperties.com

From: Melissa Tomkiel [redacted]
Sent: Tuesday, October 1, 2019 10:07 AM
To: Ellee Kim [redacted]
Subject: Fwd: Wire instructions

Hi Ellee,

Please see the attached wire instructions for the deposit for the helicopter. Kim Thompson is the escrow agent - her contact info is below if you have any questions.
I'd like to schedule the pre-buy inspection. As we discussed the other day, we should coordinate for the appraisal.

Best regards,
Melissa

MELISSA TOMKIEL

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

PRESIDENT – FIXED WING
GENERAL COUNSEL

---------- Forwarded message ---------
From: **Kim Thompson** <[redacted]
Date: Mon, Sep 30, 2019 at 6:39 PM
Subject: Re: Wire instructions
To: George Reenstra [redacted]
Cc: Melissa Tomkiel <

Please find attached bank wire transfer instructions.

Regards,

Kim Thompson, Escrow Agent
and Assistant to Joan F. Roberts - VP
Insured Aircraft Title Service, LLC
21 East Main Street, Suite 100, Oklahoma City, OK 73104
Phone: 405-681-6663/Fax: 405-684-5007
[redacted]
www.insuredaircraft.com

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

Subject: Re: Wire instructions
From: "Kim Thompson" [redacted]
Sent: 9/30/2019 5:38:46 PM
To: "George Reenstra" [redacted]
CC: "Melissa Tomkiel" [redacted]
Attachments: Wire Transfer Instructions - IATS.pdf

Please find attached bank wire transfer instructions.

Regards,

Kim Thompson, Escrow Agent
and Assistant to Joan F. Roberts - VP
Insured Aircraft Title Service, LLC
21 East Main Street, Suite 100, Oklahoma City, OK 73104
Phone: 405-681-6663/Fax: 405-684-5007
[redacted]
www.insuredaircraft.com

---------- Original Message ----------
From: "George Reenstra" [redacted]
To: "Kim Thompson" [redacted]
Cc: "Melissa Tomkiel"
Sent: 9/30/2019 1:07:22 PM
Subject: Wire instructions

Have terrible service, please s end Melissa wire instructions.....this will be on Sikorsky 760750 sale price 3.5m details in a few days...Melissa has buyer details

George Reenstra
[redacted]
www.helicopterresales.com

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

Subject: Wire instructions
From: "George Reenstra" [redacted]
Sent: 9/30/2019 1:07:22 PM
To: "Kim Thompson" [redacted]
CC: "Melissa Tomkiel"

Have terrible service, please s end Melissa wire instructions.....this will be on Sikorsky 760750 sale price 3.5m details in a few days...Melissa has buyer details

George Reenstra
[redacted]
www.helicopterresales.com

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

FAA REGISTRY

N-Number Inquiry Results

N722JE is Assigned

Aircraft Description

Serial Number	760750	Status	Valid
Manufacturer Name	KEYSTONE HELICOPTER	Certificate Issue Date	07/17/2019
Model	S-76C	Expiration Date	07/31/2022
Type Aircraft	Rotorcraft	Type Engine	Turbo-shaft
Pending Number Change	None	Dealer	No
Date Change Authorized	None	Mode S Code (base 8 / oct)	52325707
MFR Year	2008	**Mode S Code (base 16 / hex)**	A9ABC7
Type Registration	LLC	Fractional Owner	NO

Registered Owner

Name	HYPERION AIR LLC		
Street	6100 RED HOOK QUARTER B3		
City	ST THOMAS	State	FOREIGN
County		Zip Code	00802
Country	VIRGIN ISLANDS		

Airworthiness

Engine Manufacturer	TURBOMECA	Classification	Standard
Engine Model	ARRIEL 2S2	Category	Transport
A/W Date	12/08/2008	Exception Code	No

10/1/2019, 11:29 AM

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

Wires
In/Out

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

Insured Aircraft Title Service, LLC

Today Is: Monday - Nov. 18, 2019

FAA Working Dates -
Exam:10/22/2019 Support:11/06/2019

Bank Account For: 722JE - (HARRY MACKLOWE)

ACCOUNT OPEN DATE: Tuesday - Oct. 01, 2019
SERIAL NUMBER:
REGISTRATION: 722JE
REGISTRATION(2):
ESCROW AGENT: JR
REFERENCE: HARRY MACKLOWE
DESCRIPTION: SIKORSKY
COMMENTS/NOTES: NONE

TOTAL IN: $100,000.00
TOTAL OUT: $0.00
ACCOUNT BALANCE: $100,000.00

BOA [redacted]

TRANSACTION DATE	AMOUNT (+IN)	AMOUNT (-OUT)	TRANSACTION NOTES
Tuesday - Oct. 01, 2019	$100,000.00	$0.00	BOA OKC WIRE - HARRY MACKLOWE

This needs to go into a segregated account. I need to know the name of the bank & the account #

Powered by Insured Aircraft Title Service

CONFIDENTIAL Subject to Protective Order IATS - 000654
SDNY_GM_02774759
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261399
EFTA01340027

Subject: N722JE

From: "Joan Roberts" [redacted]

Sent: 11/18/2019 2:19:06 PM

To: "Michael Kolich" [redacted]; "'Darren Indyke'" [redacted]

As required under the contract, the deposit has been moved to a segregated escrow account. The deposit is now being held in the IATS escrow account at Bank of America, account no. [redacted]

Joan F. Roberts
Vice President
Insured Aircraft Title Service, LLC
21 East Main, Suite 100
Oklahoma City, Oklahoma 73104
[redacted]
www.insuredaircraft.com

CONFIDENTIAL Subject to Protective Order IATS - 000655
SDNY_GM_02774760
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261400
EFTA01340028

Aircraft Description N722DE

DATE	BENEFICIARY	DEBIT	CREDIT	BALANCE
10-1-19	Harry Macklowe do Macklowe Properties		100,000	
	Grassignee of Helicopter 1029LC			
1-6-20	Estate of Jeffrey Epstein	75,000 -		
	IATS	500 -		
1-6-20	Harry Macklowe	24,500		0

DO NOT RELEASE
DEPOSIT PER
DARREN INDYKE
12-2-19 11:40
a/c accepted
see Exhibit B

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

Payment Details Report

BANK OF AMERICA

Company: Insured Aircraft Title Service LLC
Requester: Miller, Cyra
Run Date: 01/06/2020 11:31:37 AM CST

Domestic High Value (Wire)

Payment Category:Urgent/Wire

Status: Confirmed By Bank
Transaction Number: 2016B2547KJM1917

Debit Account Information

Debit Bank: [redacted]
Debit Account:
Debit Account Name: Insured Aircraft Title Service LL
Debit Currency: USD

Beneficiary Details

Beneficiary Name: HARRY MACKLOWE
Beneficiary Address: C/O MACKLOWE PROPERTIES 767 FIFTH
Beneficiary City: AVENUE NEW YORK
Beneficiary Postal Code: 10153
Beneficiary Country: US - United States of America

Beneficiary Account: [redacted]
Beneficiary Bank ID:
SIGNATURE BANK
565 5TH AVE, 12TH FL
NEW YORK CITY
US - United States of America
Beneficiary Email:
Beneficiary Mobile Number:

Payment Details

Credit Currency: USD
Credit Amount: 24,500.00

Value Date: 01/06/2020

Optional Information

Sender's Reference Number: [redacted]

Beneficiary Information: N722JE SN 760750

Additional Routing

Intermediary Bank ID:

Receiver Information:

Control Information

Input: achabiel
Approver: cmiller
Approved: achabiel
Initial Confirmation: WTX:2020010600538311
Confirmation #: FEDR:20200106B6B7HU2R008634

Input Time: 01/06/2020 11:25:58 AM CST
Time: 01/06/2020 11:29:06 AM CST
Time: 01/06/2020 11:29:45 AM CST

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

Bank of America

TEMPLATE NO.

JOAN
CONTROL # (FOR WIRE DEPT USE ONLY)

AUTHORIZATION TO TRANSFER FUNDS FORM
DOMESTIC WIRE (WITHIN THE US)

Revised MAR 2011

IBC CUSTOMER (ORIGINATOR) INFORMATION			
DATE	1/6/2020	IBC BRANCH	
WRITTEN AMOUNT	Twenty-Four Thousand Five Hundred and no/100 Dollars		
AMOUNT	$24,500.00	FEE	
DEBIT ACCOUNT NUMBER	[redacted]	OR CHECK #	
ORIGINATOR NAME	INSURED AIRCRAFT TITLE SERVICE, INC.		
ORIGINATOR ADDRESS	4848 SW 36TH STREET		
CITY/STATE/ZIP	OKLAHOMA CITY, OK 73179		
TEL. NO	405-681-6663		
RECEIVER BANK	Signature Bank		
ABA/ROUTING #	[redacted]	BRANCH	
CITY & STATE			
BENEFICIARY INFORMATION			
BENEFICIARY	Harry Macklowe		
BENEFICIARY ACCOUNT NUMBER	[redacted]		
BENEFICIARY ADDRESS	c/o Macklowe Properties, 767 Fifth Avenue		
CITY	New York	STATE	NY
ZIP CODE	10153	COUNTRY	
FURTHER CREDIT BENEFICIARY			
FURTHER CREDIT BNF ACCOUNT #			
FURTHER CREDIT BNF ADDRESS			
CITY		STATE	
ZIP CODE		COUNTRY	
OBI REFERENCE (OTHER BENEFICIARY INFO)	N722JE, sn 760750		
NOTIFY			

In consideration of these premises, the undersigned hereby agrees that the Bank shall not be liable in any manner whatsoever for any miscarriage, mistake, delay, misfeasance, on the part of any agent, agency, or method of transmittal selected by the Bank, and further releases the Bank from any and all liability for any loss or damage caused or occasioned by any act or thing beyond the immediate direct control of the Bank. The undersigned hereby acknowledges receipt of a copy of this authorization and certifies to the correctness of all items herein contained. The payment to cover the transaction will be debited from the signer's account, unless a check is issued for payment.

CUSTOMER SIGNATURE			
PREPARED BY (PLEASE PRINT)	JOAN ROBERTS KIM THOMPSON (JR)		
EXTENSION		*If applicable, attach copy of Drivers License or Passport*	
VERIFIED SIGNATURE CARD			
CURRENT BALANCE		CURRENT AVAILABLE	
OFFICER SIGNATURE		NOTES	
CALL BACK PROCEDURES - MUST BE FOLLOWED FOR NON-ESTABLISHED CUSTOMERS			
CUSTOMER WHO CALLED:		CALL BACK NUMBER:	
WHO RECEIVED CALL:		CALL BACK BY:	
TIME RECEIVED CALL:		TIME OF CALL BACK:	

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

Outgoing Payments Report

BANK OF AMERICA

Company: Insured Aircraft Title Service LLC
Requester: Chabiel, Amy
Run Date: 01/06/2020 10:02:14 AM CST

Domestic High Value (Wire)

Payment Category:Urgent/Wire

Status: Confirmed By Bank
Transaction Number: 201695330D7L1P09

Debit Account Information

Debit Bank: [redacted]
Debit Account:
Debit Account Name: Insured Aircraft Title Service LL
Debit Currency: USD

Beneficiary Details

Beneficiary Name: ESTATE OF JEFFREY EPSTEIN
Beneficiary Address: 9053 ESTATE THOMAS SUITE 101
Beneficiary City: ST THOMAS
Beneficiary Postal Code: 00802
Beneficiary Country: VI - Virgin Islands, U.S.

Beneficiary Account: [redacted]
Beneficiary Bank ID:
FIRSTBANK PUERTO RICO
1519 AVE PONCE DE LEON
SANTURCE
US - United States of America
Beneficiary Email:
Beneficiary Mobile Number:

Payment Details

Credit Currency: USD
Credit Amount: 75,000.00

Value Date: 01/06/2020

Optional Information

Sender's Reference Number: 201695330D7L1P09

Beneficiary Information: N722JE SN 760750

Additional Routing

Intermediary Bank ID:

Receiver Information:

Control Information

Input: cmiller
Approver: cmiller
Approved: achabiel
Initial Confirmation: WTX:2020010600490602
Confirmation #: FEDR:20200106B6B7HU4R006822

Input Time: 01/06/2020 9:54:20 AM CST
Time: 01/06/2020 9:56:22 AM CST
Time: 01/06/2020 10:01:32 AM CST

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

Bank of America

TEMPLATE NO.

Joan
CONTROL # (FOR WIRE DEPT USE ONLY)

AUTHORIZATION TO TRANSFER FUNDS FORM
DOMESTIC WIRE (WITHIN THE US)

Revised MAR 2011

IBC CUSTOMER (ORIGINATOR) INFORMATION			
DATE	1/6/2020	IBC BRANCH	
WRITTEN AMOUNT	Seventy-Five Thousand and no/100 Dollars		
AMOUNT	$75,000.00	FEE	
DEBIT ACCOUNT NUMBER	[redacted]	OR CHECK #	
ORIGINATOR NAME	INSURED AIRCRAFT TITLE SERVICE, INC.		
ORIGINATOR ADDRESS	4848 SW 36TH STREET		
CITY/STATE/ZIP	OKLAHOMA CITY, OK 73179		
TEL. NO	405-681-6663		
RECEIVER BANK	First Bank		
ABA/ROUTING #	[redacted]	BRANCH	
CITY & STATE			
BENEFICIARY INFORMATION			
BENEFICIARY	Estate of Jeffrey Epstein		
BENEFICIARY ACCOUNT NUMBER	[redacted]		
BENEFICIARY ADDRESS	9053 Estate Thomas Suite 101		
CITY	St. Thomas	STATE	
ZIP CODE	*00802	COUNTRY	VI
FURTHER CREDIT BENEFICIARY			
FURTHER CREDIT BNF ACCOUNT #			
FURTHER CREDIT BNF ADDRESS			
CITY		STATE	
ZIP CODE		COUNTRY	
OBI REFERENCE (OTHER BENEFICIARY INFO)	N722JE, sn 760750		
NOTIFY			

In consideration of these premises, the undersigned hereby agrees that the Bank shall not be liable in any manner whatsoever for any miscarriage, mistake, delay, misfeasance, on the part of any agent, agency, or method of transmittal selected by the Bank, and further releases the Bank from any and all liability for any loss or damage caused or occasioned by any act or thing beyond the immediate direct control of the Bank. The undersigned hereby acknowledges receipt of a copy of this authorization and certifies to the correctness of all items herein contained. The payment to cover the transaction will be debited from the signor's account, unless a check is issued for payment.

CUSTOMER SIGNATURE			
PREPARED BY (PLEASE PRINT)	JOAN ROBERTS KIM THOMPSON (jr)		
EXTENSION		*If applicable, attach copy of Drivers License or Passport*	
VERIFIED SIGNATURE CARD			
CURRENT BALANCE		CURRENT AVAILABLE	
OFFICER SIGNATURE		NOTES	
CALL BACK PROCEDURES - MUST BE FOLLOWED FOR NON-ESTABLISHED CUSTOMERS			
CUSTOMER WHO CALLED:		CALL BACK NUMBER:	
WHO RECEIVED CALL:		CALL BACK BY:	
TIME RECEIVED CALL:		TIME OF CALL BACK:	

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

Incoming Payments Report

Company: Insured Aircraft Title Service LLC
Requester: Foxx, Tiffany
Run Date: 10/01/2019 3:16:37 PM CDT

Bank of America Merrill Lynch

N722JE

Incoming Payments

Transaction ID: 2019100100492088

Originator Information

Originator: HARRY MACKLOWE
C/O MACKLOWE PROPERTIES
767 FIFTH AVENUE
NEW YORK NY 10153

Originator Bank ID: [redacted]
SIGNATURE BANK
Originator Account: [redacted]

Beneficiary Details

Beneficiary: INSURED AIRCRAFT TITLE SERVICE
21 E MAIN STREET SUITE 100
OKLAHOMA CITY OK 73104

Beneficiary Bank: BANK OF AMERICA, N.A.
Beneficiary Account: [redacted]

Payment Details

Credit Amount: 100,000.00
Credit Currency: USD
Currency Rate:

Pay Date: 10/01/2019 3:13:52 PM CDT

Optional Information

Clearing Reference #: 20191001B6B7261F00257110011613

Beneficiary Information: SIKORSKY 760750/REGISTRATION # 722J
E PHONE ADVISE: JOAN ROBERTS

Additional Routing

Intermediary Bank: [redacted]
SIGNATURE BANK

Receiver Information:

Extended Remittance

Control Information

Input Time: 10/01/2019 3:13:45 PM CDT

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

Subject: {Disarmed} RE: {Disarmed} Re: Escrow for N722JE
From: "Michael Kolich" [redacted]
Sent: 11/4/2019 11:01:27 AM
To: "Kim Thompson" [redacted]
Attachments: N722JE Deposit.pdf; N722JE - Deposit Assignment 11.4.19 JL.doc

Thanks Kim,

Looks like a $100k Deposit was sent in already (see attached). Please review the attached assignment and if you have no comments, I will get executed and over to you for your file.

Mike.

From: Kim Thompson [redacted]
Sent: Monday, November 4, 2019 10:16 AM
To: Michael Kolich [redacted]
Subject: {Disarmed} Re: Escrow for N722JE

Mike,
We will start a file for this aircraft.
I have attached our bank wire transfer instructions.

The FAA is closed on Thursday and Friday the week of Thanksgiving.

I look forward to working with you on this transaction.

Regards,

Kim Thompson, Escrow Agent
and Assistant to Joan F. Roberts - VP

Insured Aircraft Title Service, LLC.

21 East Main Street, Suite 100, Oklahoma City, OK 73104
Phone: 405-681-6663/Fax: 405-684-5007
[redacted]
www.insuredaircraft.com

------ Original Message ------
From: "Michael Kolich" [redacted]
To: "Kim Thompson" <[redacted]
Cc: "Joan Roberts" [redacted]
Sent: 11/4/2019 10:09:49 AM
Subject: Escrow for N722JE

> Good Morning Kim,
>
> Can we open an escrow account for the attached APA. Also please:
>
> 1. Execute the consent and fill in escrow fees on page 14
> 2. Run FAA/IR searches
> 3. Send wire instructions
>
> Looking to close around the end of the month. Do you know what days Thanksgiving will affect the FAA and IATS yet?
>
> Thanks,
> Mike.

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

Michael D. Kolich, Attorney
MailScanner has detected a possible fraud attempt from "jetlaw.com" claiming to be MailScanner has detected a possible fraud attempt from "jetlaw.com" claiming to be [redacted]

Jetlaw, LLC
Kansas City 21628 Midland Dr., Shawnee, KS 66218
Washington, DC 1020 16th St. N.W., Ste 700, Washington, DC 20036
Jetquestions. **Jet**answers. **Jetlaw.**

Any form of conversation provided to you by any member of Jetlaw, LLC is intended for informational purposes only and shall not constitute an Attorney-Client relationship. Jetlaw, LLC does not enter into an attorney-client relationship until it speaks to the potential client, checks for potential conflicts of interest, and issues an engagement letter and receives an executed copy of the engagement letter for our files.

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

Insured Aircraft Title Service, LLC
21 E. Main Street, Suite 100, Oklahoma City, OK 73104
405-681-6663 800-654-4882
FAX: 405-681-9299

DEPOSIT CONFIRMATION

DATE: October 1, 2019

FROM: Brandee Wilson Asst. to Joan Roberts, Vice President

TO Larry Visoski

RE: N722JE Keystone Helicopter S-76C SN 760750

THIS WILL CONFIRM THAT INSURED AIRCRAFT TITLE SERVICE, LLC RECEIVED A DEPOSIT IN THE TOTAL AMOUNT OF $100,000.00 FROM HARRY MACKLOWE C/O MACKLOWE PROPERTIES TOWARD THE PURCHASE OF THE REFERENCED AIRCRAFT. THIS DEPOSIT WILL BE HELD IN ESCROW REFUNDABLE PENDING FUTHER INSTRUCTIONS FROM THE DEPOSITOR OR A FULLY EXECUTED PURCHASE AGREEMENT OUTLINING THE TERMS AND CONDITIONS OF THE FUNDS HELD.

IT IS OUR GOAL TO MAINTAIN CONFIDENTIALITY OF THE TRANSACTIONS. FOR THIS PURPOSE, WE DO NOT DISCLOSE THE SOURCE OF DEPOSITS OR THE IDENTITY OF ENTITIES RECEIVING DISBURSEMENTS UNLESS THE CONFIDENTIALITY IS SPECIFICALLY WAIVED IN WRITING BY AGREEMENT OF THE PARTIES.

SHOULD A DEPOSIT BECOME DISPUTED, DEPOSITOR AND ANY OTHER PARTIES WILL HOLD IATS HARMLESS AND WILL SHARE EQUALLY ANY FEES AND EXPENSES INCURRED BY ESCROW AGENT. SHOULD THE ESCROW NOT CLOSE SUCCESSFULLY, A MINIMUM FEE OF $150.00 WILL BE CHARGED.

PLEASE FEEL FREE TO CONTACT OUR OFFICE IF YOU HAVE ANY QUESTIONS AT 405-681-6663.

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

Insured Aircraft Title Service, LLC
21 E. Main Street, Suite 100, Oklahoma City, OK 73104
405-681-6663 800-654-4882
FAX: 405-681-9299

DEPOSIT CONFIRMATION

DATE: October 1, 2019

FROM: Brandee Wilson Asst. to Joan Roberts, Vice President

TO Larry Visoski

RE: N722JE Keystone Helicopter S-76C SN 760750

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PLEASE FEEL FREE TO CONTACT OUR OFFICE IF YOU HAVE ANY QUESTIONS AT 405-681-6663.

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

Subject: Deposit N722JE
From: "Brandee Wilson" [redacted]
Sent: 10/1/2019 3:26:34 PM
To: [redacted] "Ellee Kim"
[redacted] George Reenstra" [redacted]
Attachments: IATS Terms and Conditions (2).pdf; N722JE Deposit.pdf

Hello,

The attached letter will confirm funds into escrow on the above referenced aircraft.

Please let me know if our office can be of further assistance or if you have any questions.

Brandee Wilson
Assistant for Joan F. Roberts - VP
Insured Aircraft Title Service, LLC
21 East Main, Suite 100
Oklahoma City, OK 73104
[redacted]

www.insuredaircraft.com

CONFIDENTIAL Subject to Protective Order IATS - 000666
SDNY_GM_02774771
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261411
EFTA01340039

FAA/IR
Searches

SDNY_GM_02774772

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

EFTA_00261412

EFTA01340040

AIRCRAFT CHAIN of TITLE REPORT from FAA RECORDS SEARCH

Account No. 1
Phone No.

For: Insured Aircraft Title Service, LLC
Escrow Department
21 East Main St., Suite 100
Oklahoma City, OK 73104
Attn: Joan Roberts

Insured Aircraft Title Service, LLC
P. O. BOX 19527 405-681-6663
OKLAHOMA CITY, OKLAHOMA 73144
TOLL FREE: PHONE 800-654-4682

RE: N/A

FAA Records Chain of Title Search revealed the following information on the aircraft herein described.

Object: N722JE Keystone Helicopter **Model:** S-76C
Serial No.: 760750

Title Conveyed By: --
Dated: 9-9-08 **Recorded:** -- **FAA Doc #** --
To: Keystone Helicopter Corp.
Address: 110 Stewart Huston Dr., Coatesville, PA 19320

Title Conveyed By: Bill of Sale
Dated: 12-30-08 **Recorded:** 1-7-09 **FAA Doc #** PH001656
To: Sikorsky Aircraft Corporation
Address: 6900 Main St., Stratford, CT 06614

Title Conveyed By: Bill of Sale
Dated: 12-30-08 **Recorded:** 1-7-09 **FAA Doc #** PH001657
To: Freedom Air International, Inc. fka Shmitka Air Inc. fka Air Ghislaine, Inc.
Address: 103 Foulk Road, Suite 202, Wilmington, DE 19803

Title Conveyed By: Bill of Sale
Dated: 7-26-11 **Recorded:** 8-16-11 **FAA Doc #** DT007148
To: ASI WINGS, LLC
Address: 151 Farmington Avenue, Hartford, CT 06156

Title Conveyed By: Bill of Sale
Dated: 6-13-19 **Recorded:** 7-17-19 **FAA Doc #** JD020475
To: Hyperion Air, LLC *
Address: 6100 Red Hook Quarter, B3, St. Thomas, USVI 00802

CONFIDENTIAL Subject to Protective Order IATS - 000668
SDNY_GM_02774773
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261413
EFTA01340041

AIRCRAFT CHAIN of TITLE REPORT from FAA RECORDS SEARCH

Account No. 1
Phone No.

For: Insured Aircraft Title Service, LLC
Escrow Department
21 East Main St., Suite 100
Oklahoma City, OK 73104
Attn: Joan Roberts

Insured Aircraft Title Service, LLC
P. O. BOX 19527 405-681-6663
OKLAHOMA CITY, OKLAHOMA 73144
TOLL FREE: PHONE 800-654-4882

RE: N/A

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* THIS IS THE PRESENT RECORD OWNER AS OF THE DATE OF THIS REPORT.

This search is subject to the filings reflected on the records and index of collateral provided by the FAA and Insured Aircraft Title Service assumes no responsibility as to the accuracy of said source, and does not guarantee, insure, or warrant that said FAA records and index of collateral are free of error.

Report Date: 11/26/2019
7:29 a.m. Central
INSURED AIRCRAFT TITLE SERVICE
By K. Selig
Title Examiner

KS/ts

CONFIDENTIAL Subject to Protective Order IATS - 000669
SDNY_GM_02774774
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261414
EFTA01340042

Subject: N722JE
From: "Kim Thompson" [redacted]
Sent: 11/26/2019 1:13:06 PM
To: [redacted]
Attachments: N722JE COT.pdf

Mike,
Attached is the chain of title report for this aircraft.

Regards,

Kim Thompson, Escrow Agent
and Assistant to Joan F. Roberts - VP

Insured Aircraft Title Service, LLC.

21 East Main Street, Suite 100, Oklahoma City, OK 73104
Phone: 405-681-6663/Fax: 405-684-5007
[redacted]
www.insuredaircraft.com

Please be aware. Online bank fraud is on the rise and it is important that you be cautious before wiring funds. If you receive an email containing WIRE TRANSFER INSTRUCTIONS call your escrow officer before wiring funds to verify the accuracy of the wiring instructions. Your escrow officer can be reached at (405)681-6663.
BE VERY CAREFUL IN WIRING FUNDS.

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

N722JE

PRE IR

No liens

;EARCH CERTIFICATE

Certificate Number
1290698

ɔnal Registry of International Interests in Aircraft Equipment

ed on 04 Nov 2019 at 16:27:05 GMT

ɬunteman of Insured Aircraft Title Service, LLC
y Search Certificate: IATS

Search Criteria
Manufacturer: SIKORSKY
Model Designation: S-76
Manufacturer's Serial Number: 760750

26 Jul 2011 18:01:37 GMT — File Number: 732498

Registration

Type: Sale
Fractional or Partial Interest: 100.000000%
Seller: Freedom Air International, Inc.* (jr1_docs@insuredaircraft.com)
Buyer: ASI Wings, LLC (kw6_docs@insuredaircraft.com)

13 Jun 2019 16:03:01 GMT — File Number: 1644795

Registration

Type: Sale
Fractional or Partial Interest: 100.000000%
Seller: ASI Wings, LLC (kw6_docs@insuredaircraft.com)
Buyer: Hyperion Air, LLC (kw6_docs@insuredaircraft.com)

End of List

In conformity with Article 22(3) of the Cape Town Convention "international interest" in this certificate denotes an interest which the creditor has acquired or intends to acquire and is not intended to indicate whether what is registered is an international interest or a prospective international interest. Similarly, with reference to Article 19(4) and 19(5) of the Cape Town Convention, "assignment" is not intended to indicate whether what is registered is an assignment or a prospective assignment, and, in conformity with Article III of the Aircraft Protocol, "sale" is not intended to indicate whether what is registered is a sale or a prospective sale.

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

*The International Registry was notified that this entity had a change of name within the meaning set out in the Regulations and Procedures for the International Registry.

Name Change History

Entity Reference	Old Name	New Name	Date Changed on International Registry
0000293884	Air Ghislaine, Inc.	Freedom Air International, Inc.	25-Jul-2011

This document has been digitally signed by the Registrar and the signature has been filed.

CONFIDENTIAL Subject to Protective Order IATS - 000671
SDNY_GM_02774776
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261416
EFTA01340044

CONFIDENTIAL

Subject to Protective Order

IATS - 000672

SDNY_GM_02774777

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

Supplementary Priority Search Information

This information table contains supplementary priority search information provided pursuant to Section 7.8 of the Regulations for the International Registry. Supplementary priority search information is provided for information purposes only to assist users in reviewing the registered information contained in the priority search certificate. **Users must review all registered information contained in the priority search certificate and not just the information contained in the supplementary priority search information.** In the case of inconsistency between the registered information contained in the priority search certificate and the supplementary priority search information, the registered information contained in the priority search certificate shall prevail. Any such inconsistency and any inaccuracy discovered should be reported to the Registrar within 72 hours of receipt of the priority search certificate by the user.

Date	Type	File Number	Fractional or Partial Interest	Fully Discharged	Discharged by File Number(s)	Date of Full Discharge
26 Jul 2011 18:01:37 GMT	Sale	732496	100.000000%	-	-	-
13 Jun 2019 16:03:01 GMT	Sale	1644795	100.000000%	-	-	-

EFTA_00261417

EFTA01340045

PRIORITY SEARCH CERTIFICATE

Issued by the International Registry of International Interests in Aircraft Equipment

Certificate Number
1290699

This certificate was created on 04 Nov 2019 at 16:27:05 GMT

Requested by: Judy Hunteman of Insured Aircraft Title Service, LLC
Beneficiary of Priority Search Certificate: IATS

Search Criteria
Manufacturer: TURBOMECA
Model Designation: ARRIEL 2S2
Manufacturer's Serial Number: 42285

25 Jul 2011 18:06:15 GMT — File Number: 732506

Registration
Type: Sale
Fractional or Partial Interest: 100.000000%
Seller: Freedom Air International, Inc.[redacted]
Buyer: ASI Wings, LLC [redacted]

13 Jun 2019 16:17:01 GMT — File Number: 1644797

Registration
Type: Sale
Fractional or Partial Interest: 100.000000%
Seller: ASI Wings, LLC [redacted]
Buyer: Hyperion Air, LL[redacted]

End of List

In conformity with Article 22(3) of the Cape Town Convention "international interest" in this certificate denotes an interest which the creditor has acquired or intends to acquire and is not intended to indicate whether what is registered is an international interest or a prospective international interest. Similarly, with reference to Article 19(4) and 19(5) of the Cape Town Convention, "assignment" is not intended to indicate whether what is registered is an assignment or a prospective assignment, and, in conformity with Article III of the Aircraft Protocol, "sale" is not intended to indicate whether what is registered is a sale or a prospective sale.

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

*The International Registry was notified that this entity had a change of name within the meaning set out in the Regulations and Procedures for the International Registry.

Name Change History

Entity Reference	Old Name	New Name	Date Changed on International Registry
0000293884	Air Ghislaine, Inc.	Freedom Air International, Inc.	25-Jul-2011

This document has been digitally signed by the Registrar and the signature has been filed.

CONFIDENTIAL Subject to Protective Order IATS - 000673
SDNY_GM_02774778
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261418
EFTA01340046

CONFIDENTIAL

Subject to Protective Order

IATS - 000674

SDNY_GM_02774779

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

EFTA_00261419

EFTA01340047

Supplementary Priority Search Information

This information table contains supplementary priority search information provided pursuant to Section 7.8 of the Regulations for the International Registry. Supplementary priority search information is provided for information purposes only to assist users in reviewing the registered information contained in the priority search certificate. **Users must review all registered information contained in the priority search certificate and not just the information contained in the supplementary priority search information.** In the case of inconsistency between the registered information contained in the priority search certificate and the supplementary priority search information, the registered information contained in the priority search certificate shall prevail. Any such inconsistency and any inaccuracy discovered should be reported to the Registrar within 72 hours of receipt of the priority search certificate by the user.

Date	Type	File Number	Fractional or Partial Interest	Fully Discharged	Discharged by File Number(s)	Date of Full Discharge
26 Jul 2011 18:06:15 GMT	Sale	732506	100.000000%	-	-	-
13 Jun 2019 16:17:01 GMT	Sale	1644797	100.000000%	-	-	-

PRIORITY SEARCH CERTIFICATE

Issued by the International Registry of International Interests in Aircraft Equipment

Certificate Number
1290700

This certificate was created on 04 Nov 2019 at 16:27:05 GMT

Requested by: Judy Hunteman of Insured Aircraft Title Service, LLC
Beneficiary of Priority Search Certificate: IATS

Search Criteria
Manufacturer: TURBOMECA
Model Designation: ARRIEL 2S2
Manufacturer's Serial Number: 42286

25 Jul 2011 18:11:56 GMT — File Number: 742512

Registration
Type: Sale
Fractional or Partial Interest: 100.000000%
Seller: Freedom Air International, Inc.* [redacted]
Buyer: ASI Wings, LLC [redacted]

13 Jun 2019 16:03:04 GMT — File Number: 1644796

Registration
Type: Sale
Fractional or Partial Interest: 100.000000%
Seller: ASI Wings, LLC [redacted]
Buyer: Hyperion Air, LLC [redacted]

End of List

In conformity with Article 22(3) of the Cape Town Convention "international interest" in this certificate denotes an interest which the creditor has acquired or intends to acquire and is not intended to indicate whether what is registered is an international interest or a prospective international interest. Similarly, with reference to Article 19(4) and 19(5) of the Cape Town Convention, "assignment" is not intended to indicate whether what is registered is an assignment or a prospective assignment, and, in conformity with Article III of the Aircraft Protocol, "sale" is not intended to indicate whether what is registered is a sale or a prospective sale.

The International Registry system is designed to use percentages with a maximum of six decimal places when recording fractional and partial interests in aircraft objects e.g. 12.123456%. Please consider that certain fractions cannot be fully represented within six decimal places. Percentages shown are of the full aircraft object.

*The International Registry was notified that this entity had a change of name within the meaning set out in the Regulations and Procedures for the International Registry.

Name Change History

Entity Reference	Old Name	New Name	Date Changed on International Registry
0000293884	Air Ghislaine, Inc.	Freedom Air International, Inc.	25-Jul-2011

This document has been digitally signed by the Registrar and the signature has been filed.

CONFIDENTIAL Subject to Protective Order IATS - 000675
SDNY_GM_02774780
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261420
EFTA01340048

CONFIDENTIAL

Subject to Protective Order

IATS - 000676

SDNY_GM_02774781

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

EFTA_00261421

Supplementary Priority Search Information

This information table contains supplementary priority search information provided pursuant to Section 7.8 of the Regulations for the International Registry. Supplementary priority search information is provided for information purposes only to assist users in reviewing the registered information contained in the priority search certificate. **Users must review all registered information contained in the priority search certificate and not just the information contained in the supplementary priority search information.** In the case of inconsistency between the registered information contained in the priority search certificate and the supplementary priority search information, the registered information contained in the priority search certificate shall prevail. Any such inconsistency and any inaccuracy discovered should be reported to the Registrar within 72 hours of receipt of the priority search certificate by the user.

Date	Type	File Number	Fractional or Partial Interest	Fully Discharged	Discharged by File Number(s)	Date of Full Discharge
26 Jul 2011 18:11:56 GMT	Sale	732512	100.000000%	-	-	-
13 Jun 2019 16:03:04 GMT	Sale	1644796	100.000000%	-	-	-

EFTA01340049

AIRCRAFT TITLE REPORT from FAA RECORDS SEARCH

Account No. 1
Phone No.

For: Insured Aircraft Title Service, LLC
Escrow Department
21 East Main St., Suite 100
Oklahoma City, OK 73104
Attn: Joan Roberts

Insured Aircraft Title Service, LLC
P. O. BOX 19527 405-681-6663
OKLAHOMA CITY, OKLAHOMA 73144
TOLL FREE: PHONE 800-654-4882

RE: N/A

FAA Records Search revealed the following TITLE information on the aircraft herein described.

Object:	N722JE		
Make:	Keystone Helicopter		
Model:	S-76C		
Serial No.:	760750		
Record Owner:	Hyperion Air, LLC		
Address:	6100 Red Hook Quarter, B3, St. Thomas, USVI 00802		
Type:	LLC	**Date Registered:**	7-17-19
Title:	Manager		
Signed By:	Lawrence P. Visoski, Jr.		
Acquired By:	Bill of Sale		
Date:	6-13-19	**Date Filed:**	6-13-19
Recorded:	7-17-19	**FAA Doc. #**	JD020475
Previous Owner:	ASI Wings, LLC		
Address:	151 Farmington Avenue, Hartford, CT 06156		
Date Registered:	8-16-11		
Subject To:	NO LIENS OF RECORD		

CONFIDENTIAL Subject to Protective Order IATS - 000677
SDNY_GM_02774782
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261422
EFTA01340050

AIRCRAFT TITLE REPORT from FAA RECORDS SEARCH

Account No. 1
Phone No.

For: Insured Aircraft Title Service, LLC
Escrow Department
21 East Main St., Suite 100
Oklahoma City, OK 73104
Attn: Joan Roberts

Insured Aircraft Title Service, LLC
P. O. BOX 19527 405-681-6663
OKLAHOMA CITY, OKLAHOMA 73144
TOLL FREE: PHONE 800-654-4882

RE: N/A

This search is subject to the filings reflected on the records and index of collateral provided by the FAA and Insured Aircraft Title Service assumes no responsibility as to the accuracy of said source, and does not guarantee, insure, or warrant that said FAA records and index of collateral are free of error.

Report Date: 10/01/2019
7:29 a.m. Central
INSURED AIRCRAFT TITLE SERVICE
By K. Selig
Title Examiner

KS/km

This title search DOES NOT include a search for registrations lodged at the International Registry of Mobile Assets. If this collateral qualifies under the provisions of the Capetown Convention and Aircraft Protocol, a separate search should be obtained.

CONFIDENTIAL Subject to Protective Order IATS - 000678
SDNY_GM_02774783
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261423
EFTA01340051

AIRCRAFT TITLE REPORT from FAA RECORDS SEARCH

Account No. 1
Phone No.

For: Insured Aircraft Title Service, LLC
Escrow Department
21 East Main St., Suite 100
Oklahoma City, OK 73104
Attn: Joan Roberts

Insured Aircraft Title Service, LLC
P. O. BOX 19527 405-681-6663
OKLAHOMA CITY, OKLAHOMA 73144
TOLL FREE: PHONE 800-654-4882

RE: N722JE

FAA Records Search revealed the following TITLE information on the aircraft herein described.

Object:	Engine
Make:	Turbomeca
Model:	Arriel 2S2
Serial No.:	42285

Record Owner: FAA does not register engines by name of owner. Lien status only is subject to recordation.

Subject To: The FAA advises that there is no encumbrance cross-reference card in existence for the above described engine indicating that the engine has never been encumbered within the FAA's recording system, therefore, there are No Liens of Record.

This report is subject to the accuracy of the Federal Aviation Administration employees and computers in their record keeping abilities in recordation of liens regarding engines of 550 shp or over. Specifically excluded from this report are liens, security interests, or other encumbrances against engines which are not specifically noted on the engine data cards maintained by the FAA prior to September 1997, and/or on the engine serial number inquiry screen for encumbrances recorded after September 18, 1997.

CONFIDENTIAL Subject to Protective Order IATS - 000679
SDNY_GM_02774784
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261424
EFTA01340052

AIRCRAFT TITLE REPORT from FAA RECORDS SEARCH

Account No. 1

Phone No.

For: Insured Aircraft Title Service, LLC
Escrow Department
21 East Main St., Suite 100
Oklahoma City, OK 73104
Attn: Joan Roberts

Insured Aircraft Title Service, LLC
P. O. BOX 19527 405-681-6663
OKLAHOMA CITY, OKLAHOMA 73144
TOLL FREE: PHONE 800-654-4882

RE: N722JE

This search is subject to the filings reflected on the records and index of collateral provided by the FAA and Insured Aircraft Title Service assumes no responsibility as to the accuracy of said source, and does not guarantee, insure, or warrant that said FAA records and index of collateral are free of error.

Report Date: 10/01/2019
7:29 a.m. Central
INSURED AIRCRAFT TITLE SERVICE
By K. Selig
Title Examiner

KS/km

This title search DOES NOT include a search for registrations lodged at the International Registry of Mobile Assets. If this collateral qualifies under the provisions of the Capetown Convention and Aircraft Protocol, a separate search should be obtained.

CONFIDENTIAL Subject to Protective Order IATS - 000680
SDNY_GM_02774785
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261425
EFTA01340053

AIRCRAFT TITLE REPORT from FAA RECORDS SEARCH

Account No. 1
Phone No.

For: Insured Aircraft Title Service, LLC
Escrow Department
21 East Main St., Suite 100
Oklahoma City, OK 73104
Attn: Joan Roberts

Insured Aircraft Title Service, LLC
P. O. BOX 19527 405-681-6663
OKLAHOMA CITY, OKLAHOMA 73144
TOLL FREE: PHONE 800-654-4882

RE: N722JE

FAA Records Search revealed the following TITLE information on the aircraft herein described.

Object:	Engine
Make:	Turbomeca
Model:	Arriel 2S2
Serial No.:	42286

Record Owner: FAA does not register engines by name of owner. Lien status only is subject to recordation.

Subject To: The FAA advises that there is no encumbrance cross-reference card in existence for the above described engine indicating that the engine has never been encumbered within the FAA's recording system, therefore, there are No Liens of Record.

This report is subject to the accuracy of the Federal Aviation Administration employees and computers in their record keeping abilities in recordation of liens regarding engines of 550 shp or over. Specifically excluded from this report are liens, security interests, or other encumbrances against engines which are not specifically noted on the engine data cards maintained by the FAA prior to September 1997, and/or on the engine serial number inquiry screen for encumbrances recorded after September 18, 1997.

CONFIDENTIAL Subject to Protective Order IATS - 000681
SDNY_GM_02774786
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261426
EFTA01340054

AIRCRAFT TITLE REPORT from FAA RECORDS SEARCH

Account No. 1

Phone No.

For: Insured Aircraft Title Service, LLC
Escrow Department
21 East Main St., Suite 100
Oklahoma City, OK 73104
Attn: Joan Roberts

Insured Aircraft Title Service, LLC
P. O. BOX 19527 405-681-6663
OKLAHOMA CITY, OKLAHOMA 73144
TOLL FREE: PHONE 800-654-4882

RE: N722JE

This search is subject to the filings reflected on the records and index of collateral provided by the FAA and Insured Aircraft Title Service assumes no responsibility as to the accuracy of said source, and does not guarantee, insure, or warrant that said FAA records and index of collateral are free of error.

Report Date: 10/01/2019
7:29 a.m. Central
INSURED AIRCRAFT TITLE SERVICE
By K. Selig
Title Examiner

KS/km

This title search DOES NOT include a search for registrations lodged at the International Registry of Mobile Assets. If this collateral qualifies under the provisions of the Capetown Convention and Aircraft Protocol, a separate search should be obtained.

CONFIDENTIAL Subject to Protective Order IATS - 000682
SDNY_GM_02774787
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261427
EFTA01340055

Disbursement
Instructions & Authorization

SDNY_GM_02774788

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

EFTA_00261428

EFTA01340056

Subject: RE: Re[2]: {Disarmed} Re: N722JE
From: "Ellee Kim" [redacted]
Sent: 1/6/2020 10:59:10 AM
To: "Joan Roberts" [redacted]
CC: "Mary Leprohon" [redacted]

Thanks, Joan. Just in case, below are the wiring instructions to the signature account.

Signature Bank
300 Park Avenue
New York, NY 10022

ABA#026 013 576

For Credit to:
Account Name: Harry Macklowe
767 Fifth Avenue
New York, NY 10153
Account #: 1500215808

Please let me know if you have any questions or need anything further.

Regards,
Ellee

-----Original Message-----
From: Joan Roberts [redacted]
Sent: Monday, January 6, 2020 10:09 AM
To: Ellee Kim [redacted]; Darren Indyke [redacted]
Subject: Re[2]: {Disarmed} Re: N722JE

Ellee - for anti-money-laundering reasons, we must return the deposit to the account from which it came. I notice the instructions you sent were for an account at Israel Discount Bank and the original deposit came from an account at Signature Bank. I have sufficient instructions on the incoming wire for the funds to be returned to that account. Please acknowledge that the funds will be wried to that account?

Joan F. Roberts
Vice President
Insured Aircraft Title Service, LLC
21 East Main, Suite 100
Oklahoma City, Oklahoma 73104
Phone: 405-681-6663
Fax: 405-682-0818

CONFIDENTIAL Subject to Protective Order IATS - 000684
SDNY_GM_02774789
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261429
EFTA01340057

[redacted]
www.insuredaircraft.com

Please be aware. Online bank fraud is on the rise and it is important that you be cautious before wiring funds. If you receive an email containing WIRE TRANSFER INSTRUCTIONS call your escrow officer before wiring funds to verify the accuracy of the wiring instructions. Your escrow officer can be reached at (405)681-6663.
BE VERY CAREFUL IN WIRING FUNDS.

------ Original Message ------
From: "Ellee Kim" [redacted]
To: "Joan Roberts" [redacted] "Darren Indyke" [redacted]
Sent: 1/6/2020 8:37:13 AM
Subject: RE: {Disarmed} Re: N722JE

>Hi Joan,
>
>I hope you had a good weekend. I am representing the Purchaser, Helicopter 1029 LLC.
>
>Please let me know if you have any questions or need anything further.
>
>Regards,
>Ellee
>
>-----Original Message-----
>From: Joan Roberts [redacted]
>Sent: Monday, January 6, 2020 9:13 AM
>To: Darren Indyke [redacted]; Ellee Kim
><[redacted]
>Subject: Re: {Disarmed} Re: N722JE
>
>thank you - I acknowledge receipt of this email and will make the
>disbursements. Ellee, will you please confirm for me who you are
>representing? Thank you,
>
>Joan F. Roberts
>Vice President
>Insured Aircraft Title Service, LLC
>21 East Main, Suite 100
>Oklahoma City, Oklahoma 73104
>Phone: 405-681-6663
>Fax: 405-682-0818
>[redacted]
>
>

CONFIDENTIAL Subject to Protective Order IATS - 000685
SDNY_GM_02774790
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261430
EFTA01340058

>Please be aware. Online bank fraud is on the rise and it is important that you be cautious before wiring funds. If you receive an email containing WIRE TRANSFER INSTRUCTIONS call your escrow officer before wiring funds to verify the accuracy of the wiring instructions. Your escrow officer can be reached at (405)681-6663.
>BE VERY CAREFUL IN WIRING FUNDS.
>
>------ Original Message ------
>From: "Darren Indyke" [redacted]
>To: "Ellee Kim" [redacted]
>Cc: "Joan Roberts" [redacted]
>Sent: 1/3/2020 5:10:07 PM
>Subject: {Disarmed} Re: N722JE
>
>>Joan,
>>
>>Happy New Year. I confirm I am in agreement and will send you wire
>>transfer instructions on Monday. Thank you.
>>
>>Sent from my iPhone. Please excuse the typos.
>>
>>>On Jan 3, 2020, at 5:33 PM, Ellee Kim [redacted] wrote:
>>>
>>>
>>>Hi Joan,
>>>
>>>
>>>
>>>Please be advised that the Purchaser and Seller have mutually agreed
>>>to terminate the purchase and sale agreement for the Keystone
>>>helicopter (tail # N722JE) dated as of November 1, 2019 between
>>>Hyperion Air, LLC and Helicopter 1029, LLC.
>>>
>>>
>>>
>>>In connection with the $100,000 deposit held with your firm, Insured
>>>Aircraft Title Service LLC, the deposit should be distributed as
>>>follows:
>>>
>>>
>>>
>>>1. $75,000.00 shall be disbursed to Seller, Hyperion Air
>>>LLC;
>>>
>>> 2. $24,500.00 shall be disbursed to Purchaser, Helicopter
>>>1029, LLC; and
>>>
>>>3. $500 shall be retained by the Escrow Agent in payment in
>>>full of its fee for services rendered in connection with the

CONFIDENTIAL Subject to Protective Order IATS - 000686
SDNY_GM_02774791
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261431
EFTA01340059

>>>Agreement (per the attached invoice).
>>>
>>>
>>>
>>>Please confirm receipt of this email and advise if there is any
>>>additional information you need from our end to disburse these funds.
>>>The wiring instructions for Purchaser will be sent to you in separate
>>>email.
>>>
>>>
>>>
>>>Darren- please confirm that the Seller is in agreement with the above
>>>instructions and provide wiring instructions to Joan.
>>>
>>>
>>>
>>>Thank you for your assistance with this matter.
>>>
>>>
>>>
>>>Regards,
>>>
>>>Ellee
>>>
>>>
>>>
>>>
>>>
>>>Ellee Kim
>>>
>>>Macklowe Properties
>>>
>>>767 Fifth Avenue
>>>
>>>New York New York 10153 0023
>>>
>>>
>>>
>>>[redacted]
>>>
>>>MailScanner has detected a possible fraud attempt from
>>>"www.macklowe.com" claiming to be macklowe properties.com
>>><http://www.macklowe.com/projects40years/>
>>>

CONFIDENTIAL Subject to Protective Order IATS - 000687
SDNY_GM_02774792
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261432
EFTA01340060

>>>
>>>
>>><INV N722JE REVISED.pdf>
>

CONFIDENTIAL Subject to Protective Order IATS - 000688
SDNY_GM_02774793
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261433
EFTA01340061

Subject: {Disarmed} RE: N722JE
From: "Ellee Kim" [redacted]
Sent: 1/3/2020 4:35:06 PM
To: "Joan Roberts" <[redacted]
CC: "Mary Leprohon" [redacted]

Hi Joan,

The Purchaser's wiring instructions are as follows:

Israel Discount Bank
511 Fifth Avenue
New York, NY 10017

ABA# [redacted]
SWIFT CODE: [redacted]

For Credit to:
Account Name: Harry Macklowe

Account #: [redacted]

Should you need to confirm these instructions, they can be confirmed with Mary Leprohon from my office. She has been cc'ed hereto and her direct line is: [redacted].

Thanks again for your help. I hope you have a great weekend.

Regards,
Ellee

From: Ellee Kim
Sent: Friday, January 3, 2020 5:33 PM
To: Joan Roberts <[redacted]
Cc: Darren Indyke
Subject: N722JE

Hi Joan,

Please be advised that the Purchaser and Seller have mutually agreed to terminate the purchase and sale agreement for the Keystone helicopter (tail # N722JE) dated as of November 1, 2019 between Hyperion Air, LLC and Helicopter 1029, LLC.

CONFIDENTIAL Subject to Protective Order IATS - 000689
SDNY_GM_02774794
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261434
EFTA01340062

In connection with the $100,000 deposit held with your firm, Insured Aircraft Title Service LLC, the deposit should be distributed as follows:

1. $75,000.00 shall be disbursed to Seller, Hyperion Air LLC;
2. $24,500.00 shall be disbursed to Purchaser, Helicopter 1029, LLC; and
3. $500 shall be retained by the Escrow Agent in payment in full of its fee for services rendered in connection with the Agreement (per the attached invoice).

Please confirm receipt of this email and advise if there is any additional information you need from our end to disburse these funds. The wiring instructions for Purchaser will be sent to you in separate email.

Darren- please confirm that the Seller is in agreement with the above instructions and provide wiring instructions to Joan.

Thank you for your assistance with this matter.

Regards,
Ellee

Ellee Kim
Macklowe Properties
767 Fifth Avenue
New York New York 10153 0023
[redacted]

MailScanner has detected a possible fraud attempt from "www.macklowe.com" claiming to be mackloweproperties.com

CONFIDENTIAL Subject to Protective Order IATS - 000690
SDNY_GM_02774795
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261435
EFTA01340063

Subject: {Disarmed} N722JE
From: "Ellee Kim" <[redacted]
Sent: 1/3/2020 4:33:13 PM
To: "Joan Roberts" <[redacted]
CC: "Darren Indyke" [redacted]
Attachments: INV N722JE REVISED.pdf

Hi Joan,

Please be advised that the Purchaser and Seller have mutually agreed to terminate the purchase and sale agreement for the Keystone helicopter (tail # N722JE) dated as of November 1, 2019 between Hyperion Air, LLC and Helicopter 1029, LLC.

In connection with the $100,000 deposit held with your firm, Insured Aircraft Title Service LLC, the deposit should be distributed as follows:

1. $75,000.00 shall be disbursed to Seller, Hyperion Air LLC;
2. $24,500.00 shall be disbursed to Purchaser, Helicopter 1029, LLC; and
3. $500 shall be retained by the Escrow Agent in payment in full of its fee for services rendered in connection with the Agreement (per the attached invoice).

Please confirm receipt of this email and advise if there is any additional information you need from our end to disburse these funds. The wiring instructions for Purchaser will be sent to you in separate email.

Darren- please confirm that the Seller is in agreement with the above instructions and provide wiring instructions to Joan.

Thank you for your assistance with this matter.

Regards,
Ellee

Ellee Kim
Macklowe Properties
767 Fifth Avenue
New York New York 10153 0023
[redacted]

MailScanner has detected a possible fraud attempt from "www.macklowe.com" claiming to be macklowproperties.com

CONFIDENTIAL Subject to Protective Order IATS - 000691
SDNY_GM_02774796
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261436
EFTA01340064

Insured Aircraft Title Service LLC
P.O. Box 19527
Oklahoma City, OK 73144

Invoice

DATE	INVOICE #
1/3/2020	N722JE-03

BILL TO
Helicopter 1029, LLC 767 Fifth Ave. New York, NY 10153 USA

ACCOUNT #	TERMS	DUE DATE	REP
	Due Upon Receipt	1/3/2020	ROBE

DESCRIPTION	QTY	RATE	AMOUNT
3 FAA Searches	3	75.00	225.00
3 IR Searches	3	45.00	135.00
Escrow Cancellation Fee		140.00	140.00
N722JE KEYSTONE HELICOPTER S76C SN 760750			

INTERNATIONAL/DOMESTIC WIRE TRANSFER
INSTRUCTIONS ONLY

CREDIT: INSURED AIRCRAFT TITLE SERVICE LLC
21 EAST MAIN SUITE 100, OKLAHOMA CITY, OK 73104

BANK OF AMERICA
SWIFT CODE [redacted]
ROUTING [redacted]
ACCOUNT NUMBER: [redacted]
(NOT VALID FOR ACH PAYMENTS)
PLEASE REFERENCE INVOICE NUMBER LISTED ABOVE

Total	$500.00
Balance Due	$500.00

ALL PAYMENTS MUST BE REMITTTED IN $U.S. FUNDS

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

Subject: RE: {Disarmed} Re: N722JE
From: "Ellee Kim" [redacted]
Sent: 1/6/2020 8:37:13 AM
To: "Joan Roberts" [redacted]; "Darren Indyke" [redacted]

Hi Joan,

I hope you had a good weekend. I am representing the Purchaser, Helicopter 1029 LLC.

Please let me know if you have any questions or need anything further.

Regards,
Ellee

-----Original Message-----
From: Joan Roberts [redacted]
Sent: Monday, January 6, 2020 9:13 AM
To: Darren Indyke [redacted]; Ellee Kim [redacted]
Subject: Re: {Disarmed} Re: N722JE

thank you - I acknowledge receipt of this email and will make the disbursements. Ellee, will you please confirm for me who you are representing? Thank you,

Joan F. Roberts
Vice President
Insured Aircraft Title Service, LLC
21 East Main, Suite 100
Oklahoma City, Oklahoma 73104
Phone: 405-681-6663

CONFIDENTIAL Subject to Protective Order IATS - 000693
SDNY_GM_02774798
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261438
EFTA01340066

Subject: {Disarmed} Re: N722JE
From: "Darren Indyke" [redacted]
Sent: 1/3/2020 5:10:07 PM
To: "Ellee Kim" [redacted]
CC: "Joan Roberts" [redacted]

Joan,

Happy New Year. I confirm I am in agreement and will send you wire transfer instructions on Monday. Thank you.

Sent from my iPhone. Please excuse the typos.

> On Jan 3, 2020, at 5:33 PM, Ellee Kim [redacted] wrote:
>
> Hi Joan,
>
> Please be advised that the Purchaser and Seller have mutually agreed to terminate the purchase and sale agreement for the Keystone helicopter (tail # N722JE) dated as of November 1, 2019 between Hyperion Air, LLC and Helicopter 1029, LLC.
>
> In connection with the $100,000 deposit held with your firm, Insured Aircraft Title Service LLC, the deposit should be distributed as follows:
>
> 1. $75,000.00 shall be disbursed to Seller, Hyperion Air LLC;
> 2. $24,500.00 shall be disbursed to Purchaser, Helicopter 1029, LLC; and
> 3. $500 shall be retained by the Escrow Agent in payment in full of its fee for services rendered in connection with the Agreement (per the attached invoice).
>
> Please confirm receipt of this email and advise if there is any additional information you need from our end to disburse these funds. The wiring instructions for Purchaser will be sent to you in separate email.
>
> Darren- please confirm that the Seller is in agreement with the above instructions and provide wiring instructions to Joan.
>
> Thank you for your assistance with this matter.

CONFIDENTIAL Subject to Protective Order IATS - 000694
SDNY_GM_02774799
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261439
EFTA01340067

Subject: Re: {Disarmed} Re: N722JE
From: "Darren Indyke" [redacted]
Sent: 1/6/2020 9:08:12 AM
To: "Joan Roberts" [redacted]
CC: "Darren Indyke" [redacted]

Joan,

On behalf of Seller, Hyperion Air, LLC, you are hereby directed to wire the $75,000 from the Deposit on the above referenced aircraft, which the parties have agreed shall be disbursed to Seller, in accordance with the following wire transfer instructions:

Bank name:	First Bank St Thomas VI 00802
Routing number for wires	221571473
Account name:	Estate of Jeffrey Epstein
Account address:	9053 Estate Thomas Ste 101 St Thomas, VI 00802
Account number:	[redacted]

VERIFIED
Darren Indyke
1-6-20 9:48

Please advise once the wire transfer has been completed and please provide me with the fed reference number. Thank you, Joan.

Best,

DARREN K. INDYKE
5300 W. Atlantic Avenue, Suite 602
Delray Beach, Florida 33484
[redacted]

****
The information contained in this communication is confidential, may be attorney-client

CONFIDENTIAL Subject to Protective Order IATS - 000695
SDNY_GM_02774800
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

privileged, and is intended only for the use of the addressee. It is the property of Darren K. Indyke. Unauthorized use, disclosure or copying of this communication or any part thereof is strictly prohibited and may be unlawful. If you have received this communication in error, please notify us immediately by return e-mail, and destroy this communication and all copies thereof, including all attachments.
Copyright of Darren K. Indyke - © 2019 Darren K. Indyke – All rights reserved.
****

On Jan 6, 2020, at 9:50 AM, Joan Roberts [redacted] wrote:

thank you for the clarification.

Joan F. Roberts
Vice President
Insured Aircraft Title Service, LLC
21 East Main, Suite 100
Oklahoma City, Oklahoma 73104
Phone: 405-681-6663
Fax: 405-682-0818
[redacted]
www.insuredaircraft.com

Please be aware. Online bank fraud is on the rise and it is important that you be cautious before wiring funds. If you receive an email containing WIRE TRANSFER INSTRUCTIONS call your escrow officer before wiring funds to verify the accuracy of the wiring instructions. Your escrow officer can be reached at (405)681-6663.
BE VERY CAREFUL IN WIRING FUNDS.

------ Original Message ------
From: "Ellee Kim" [redacted]
To: "Joan Roberts" [redacted] "Darren Indyke" [redacted]

CONFIDENTIAL Subject to Protective Order IATS - 000696
SDNY_GM_02774801
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Sent: 1/6/2020 8:37:13 AM
Subject: RE: {Disarmed} Re: N722JE

Hi Joan,

I hope you had a good weekend. I am representing the Purchaser, Helicopter 1029 LLC.

Please let me know if you have any questions or need anything further.

Regards,
Ellee

-----Original Message-----
From: Joan Roberts [redacted]
Sent: Monday, January 6, 2020 9:13 AM
To: Darren Indyke [redacted] Ellee Kim [redacted]
Subject: Re: {Disarmed} Re: N722JE

thank you - I acknowledge receipt of this email and will make the disbursements. Ellee, will you please confirm for me who you are representing? Thank you,

Joan F. Roberts
Vice President
Insured Aircraft Title Service, LLC
21 East Main, Suite 100
Oklahoma City, Oklahoma 73104
Phone: 405-681-6663
Fax: 405-682-0818
[redacted]

CONFIDENTIAL Subject to Protective Order IATS - 000697
SDNY_GM_02774802
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261442
EFTA01340070

www.insuredaircraft.com

Please be aware. Online bank fraud is on the rise and it is important that you be cautious before wiring funds. If you receive an email containing WIRE TRANSFER INSTRUCTIONS call your escrow officer before wiring funds to verify the accuracy of the wiring instructions. Your escrow officer can be reached at (405)681-6663. BE VERY CAREFUL IN WIRING FUNDS.

------ Original Message ------
From: "Darren Indyke" [redacted]
To: "Ellee Kim" [redacted]
Cc: "Joan Roberts" [redacted]
Sent: 1/3/2020 5:10:07 PM
Subject: {Disarmed} Re: N722JE

Joan,

Happy New Year. I confirm I am in agreement and will send you wire
transfer instructions on Monday. Thank you.

Sent from my iPhone. Please excuse the typos.

On Jan 3, 2020, at 5:33 PM, Ellee Kim [redacted] wrote:

Hi Joan,

CONFIDENTIAL Subject to Protective Order IATS - 000698
SDNY_GM_02774803
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261443
EFTA01340071

Please be advised that the Purchaser and Seller have mutually agreed to terminate the purchase and sale agreement for the Keystone helicopter (tail # N722JE) dated as of November 1, 2019 between Hyperion Air, LLC and Helicopter 1029, LLC.

In connection with the $100,000 deposit held with your firm, Insured Aircraft Title Service LLC, the deposit should be distributed as follows:

1. $75,000.00 shall be disbursed to Seller, Hyperion Air LLC;

2. $24,500.00 shall be disbursed to Purchaser, Helicopter 1029, LLC; and

3. $500 shall be retained by the Escrow Agent in payment in full of its fee for services rendered in connection with the Agreement (per the attached invoice).

CONFIDENTIAL Subject to Protective Order IATS - 000699
SDNY_GM_02774804
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261444
EFTA01340072

Please confirm receipt of this email and advise if there is any additional information you need from our end to disburse these funds. The wiring instructions for Purchaser will be sent to you in separate email.

Darren- please confirm that the Seller is in agreement with the above instructions and provide wiring instructions to Joan.

Thank you for your assistance with this matter.

Regards,

Ellee

Ellee Kim

CONFIDENTIAL Subject to Protective Order IATS - 000700

SDNY_GM_02774805

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

EFTA_00261445

EFTA01340073

Macklowe Properties

767 Fifth Avenue

New York New York 10153 0023

MailScanner has detected a possible fraud attempt from "www.macklowe.com" claiming to be mackloweproperties.com <http://www.macklowe.com/projects40years/>

<INV N722JE REVISED.pdf>

CONFIDENTIAL Subject to Protective Order IATS - 000701

SDNY_GM_02774806

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

EFTA_00261446

EFTA01340074

ASSIGNMENT OF DEPOSIT

The $100,000.00 ("Deposit") placed in escrow with Insured Aircraft Title Service, LLC, by Harry Macklowe c/o Macklowe Properties (the "Depositor") is hereby assigned to Helicopter 1029, LLC (the "Purchaser") for its use in the purchase of one Keystone Helicopter model S-76C aircraft bearing manufacturer's serial number 760750 and Registration Number N722JE. Depositor hereby acknowledges and agrees that the Deposit shall be held in escrow in accordance with the terms and conditions of the fully executed Aircraft Purchase Agreement dated November 1, 2019, between the Purchaser and Hyperion Air, LLC, as Seller.

AGREED & ACCEPTED:

Harry Macklowe c/o Macklowe Properties
As Depositor

(Signature)
By: Harry Macklowe
Date: November 4, 2019

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

Subject: {Disarmed} RE: {Disarmed} Re[2]: Escrow for N722JE
From: "Michael Kolich" [redacted]
Sent: 11/13/2019 10:10:23 AM
To: "Kim Thompson" [redacted]
Attachments: Assignment of Deposit.pdf

Signed Deposit Assignment attached.

Thanks,
Mike.

From: Kim Thompson [redacted]
Sent: Wednesday, November 6, 2019 10:12 AM
To: Michael Kolich [redacted]
Subject: {Disarmed} Re[2]: Escrow for N722JE

I need the deposit assigned before we can execute the agreement.

Kim Thompson, Escrow Agent
and Assistant to Joan F. Roberts - VP

Insured Aircraft Title Service, LLC.

21 East Main Street, Suite 100, Oklahoma City, OK 73104
Phone: 405-681-6663/Fax: 405-684-5007
[redacted]
www.insuredaircraft.com

------ Original Message ------
From: "Michael Kolich [redacted]
To: "Kim Thompson" [redacted]
Sent: 11/6/2019 9:55:09 AM
Subject: RE: Escrow for N722JE

Hi Kim,

I was out yesterday. Were you able to get the APA consent executed? Seller has been asking about it.

Thanks,
Mike

From: Michael Kolich
Sent: Monday, November 4, 2019 10:10 AM
To: Kim Thompson [redacted]
Cc: Joan Roberts [redacted]
Subject: Escrow for N722JE

Good Morning Kim,

Can we open an escrow account for the attached APA. Also please:

1. Execute the consent and fill in escrow fees on page 14
2. Run FAA/IR searches
3. Send wire instructions

Looking to close around the end of the month. Do you know what days Thanksgiving will affect the FAA and IATS yet?

Thanks,
Mike.

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

Michael D. Kolich, Attorney
MailScanner has detected a possible fraud attempt from "jetlaw.com" claiming to be MailScanner has detected a possible fraud attempt from "jetlaw.com" claiming to be [redacted]

Jetlaw, LLC
Kansas City 21628 Midland Dr., Shawnee, KS 66218
Washington, DC 1020 16th St. N.W., Ste 700, Washington, DC 20036
Jetquestions. **Jet**answers. **Jetlaw.**

Any form of conversation provided to you by any member of Jetlaw, LLC is intended for informational purposes only and shall not constitute an Attorney-Client relationship. Jetlaw, LLC does not enter into an attorney-client relationship until it speaks to the potential client, checks for potential conflicts of interest, and issues an engagement letter and receives an executed copy of the engagement letter for our files.

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

ASSIGNMENT OF DEPOSIT

The $100,000.00 ("Deposit") placed in escrow with Insured Aircraft Title Service, LLC, by Harry Macklowe c/o Macklowe Properties (the "Depositor") is hereby assigned to Helicopter 1029, LLC (the "Purchaser") for its use in the purchase of one Keystone Helicopter model S-76C aircraft bearing manufacturer's serial number 760750 and Registration Number N722JE. Depositor hereby acknowledges and agrees that the Deposit shall be held in escrow in accordance with the terms and conditions of the fully executed Aircraft Purchase Agreement dated November 1, 2019, between the Purchaser and Hyperion Air, LLC, as Seller.

AGREED & ACCEPTED:

Harry Macklowe c/o Macklowe Properties
As Depositor

_____
(Signature)
By: Harry Macklowe
Date: November 4, 2019

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

Insured Aircraft Title Service, LLC
21 E. Main Street, Suite 100, Oklahoma City, OK 73104
405-681-6663 800-654-4882
FAX: 405-681-9299

DEPOSIT CONFIRMATION

DATE: October 1, 2019

FROM: Brandee Wilson Asst. to Joan Roberts, Vice President

TO Larry Visoski

RE: N722JE Keystone Helicopter S-76C SN 760750

THIS WILL CONFIRM THAT INSURED AIRCRAFT TITLE SERVICE, LLC RECEIVED A DEPOSIT IN THE TOTAL AMOUNT OF $100,000.00 FROM HARRY MACKLOWE C/O MACKLOWE PROPERTIES TOWARD THE PURCHASE OF THE REFERENCED AIRCRAFT. THIS DEPOSIT WILL BE HELD IN ESCROW REFUNDABLE PENDING FUTHER INSTRUCTIONS FROM THE DEPOSITOR OR A FULLY EXECUTED PURCHASE AGREEMENT OUTLINING THE TERMS AND CONDITIONS OF THE FUNDS HELD.

IT IS OUR GOAL TO MAINTAIN CONFIDENTIALITY OF THE TRANSACTIONS. FOR THIS PURPOSE, WE DO NOT DISCLOSE THE SOURCE OF DEPOSITS OR THE IDENTITY OF ENTITIES RECEIVING DISBURSEMENTS UNLESS THE CONFIDENTIALITY IS SPECIFICALLY WAIVED IN WRITING BY AGREEMENT OF THE PARTIES.

SHOULD A DEPOSIT BECOME DISPUTED, DEPOSITOR AND ANY OTHER PARTIES WILL HOLD IATS HARMLESS AND WILL SHARE EQUALLY ANY FEES AND EXPENSES INCURRED BY ESCROW AGENT. SHOULD THE ESCROW NOT CLOSE SUCCESSFULLY, A MINIMUM FEE OF $150.00 WILL BE CHARGED.

PLEASE FEEL FREE TO CONTACT OUR OFFICE IF YOU HAVE ANY QUESTIONS AT 405-681-6663.

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

Subject: {Disarmed} RE: {Disarmed} Re: Escrow for N722JE
From: "Michael Kolich" [redacted]
Sent: 11/4/2019 11:01:27 AM
To: "Kim Thompson" [redacted]
Attachments: N722JE Deposit.pdf; N722JE - Deposit Assignment 11.4.19 JL.doc

Thanks Kim,

Looks like a $100k Deposit was sent in already (see attached). Please review the attached assignment and if you have no comments, I will get executed and over to you for your file.

Mike.

From: Kim Thompson [redacted]
Sent: Monday, November 4, 2019 10:16 AM
To: Michael Kolich [redacted]
Subject: {Disarmed} Re: Escrow for N722JE

Mike,
We will start a file for this aircraft.
I have attached our bank wire transfer instructions.

The FAA is closed on Thursday and Friday the week of Thanksgiving.

I look forward to working with you on this transaction.

Regards,

Kim Thompson, Escrow Agent
and Assistant to Joan F. Roberts - VP

Insured Aircraft Title Service, LLC.

21 East Main Street, Suite 100, Oklahoma City, OK 73104
Phone: 405-681-6663/Fax: 405-684-5007
[redacted]
www.insuredaircraft.com

------ Original Message ------
From: "Michael Kolich" [redacted]
To: "Kim Thompson" [redacted]
Cc: "Joan Roberts" [redacted]
Sent: 11/4/2019 10:09:49 AM
Subject: Escrow for N722JE

> Good Morning Kim,
>
> Can we open an escrow account for the attached APA. Also please:
>
> 1. Execute the consent and fill in escrow fees on page 14
> 2. Run FAA/IR searches
> 3. Send wire instructions
>
> Looking to close around the end of the month. Do you know what days Thanksgiving will affect the FAA and IATS yet?
>
> Thanks,
> Mike.

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

Michael D. Kolich, Attorney
MailScanner has detected a possible fraud attempt from "jetlaw.com" claiming to be MailScanner has detected a possible fraud attempt from "jetlaw.com" claiming to be [redacted]

Jetlaw, LLC
Kansas City 21628 Midland Dr., Shawnee, KS 66218
Washington, DC 1020 16th St. N.W., Ste 700, Washington, DC 20036
Jetquestions. **Jet**answers. **Jetlaw.**

Any form of conversation provided to you by any member of Jetlaw, LLC is intended for informational purposes only and shall not constitute an Attorney-Client relationship. Jetlaw, LLC does not enter into an attorney-client relationship until it speaks to the potential client, checks for potential conflicts of interest, and issues an engagement letter and receives an executed copy of the engagement letter for our files.

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

Contracts &
Legal

SDNY_GM_02774814

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

EFTA_00261454

EFTA01340082

Insured Aircraft Title Service, LLC.
P.O. Box 19527 • Oklahoma City, Oklahoma 73144 • (405) 681-6663
(800) 654-4882
FAX #405-681-9299

TERMS AND CONDITIONS OF ESCROW SERVICES PROVIDED BY INSURED AIRCRAFT TITLE SERVICE, LLC ("IATS")

The following terms and conditions shall apply to the services provided by IATS.

IATS shall act as stakeholder and shall not be responsible for genuineness, validity, sufficiency or collectability of funds or documents deposited with it or any description of property or other thing therein, and shall not be required to determine existence of any fact or decide any questions of law. IATS shall not be liable for the condition or value of any property involved in any transaction. IATS shall not be liable in any respect on the account of identity, authority or rights of the persons executing or delivering or purporting to execute or deliver any such document, paper or funds, and IATS shall not be responsible for any forgery or false representation; its duties hereunder being limited to the safekeeping of such funds, instruments or other documents received by it, and for the delivery of the same in accordance with any agreement between a purchaser and seller or the mutual instruction of such parties. IATS shall not be liable for any errors or irregularities arising from the records of any governmental agency, including the International Registry or the Federal Aviation Administration.

Until IATS is provided with and acknowledges receipt of a fully executed purchase and sale agreement between a purchaser and seller governing any funds or documents that IATS is provided or written confirmation from the depositor of any funds that funds delivered to IATS have become non-refundable, IATS shall have the right to deliver any documents, moneys or instruments deposited or delivered to IATS to the respective parties depositing such documents, moneys or instruments and that redelivery of such documents, moneys or instruments shall relieve IATS from any further liability with reference thereto; this provision, however, may at any time be waived by IATS.

The undersigned hereby acknowledges and agrees that IATS may perform other services for one or more of the parties to a transaction, including, without limitation, providing services relating to the status of the title to any aircraft which may be the subject of any agreement between a purchaser and seller.

Notwithstanding anything to the contrary contained in any contract between any purchaser and seller, the parties acknowledge and agree that, from time to time, IATS is requested to serve as the escrow agent in connection with a series of transactions involving the same aircraft and the simultaneous closings of such transactions. To that end, each transacting party acknowledges that the transaction to which it is a party may involve a situation where (1) the aircraft being acquired may be being purchased from another seller, (2) the aircraft that is being sold by a seller may be being immediately resold to a different purchaser, (3) that there may be simultaneous closings of the purchases and sales, and (4) that all funds being used to fund the purchases and sales of the aircraft may be being deposited with IATS by the ultimate purchaser, and that IATS, upon authorization from the appropriate parties, may use said funds to fund the purchase of the aircraft or otherwise dispose of the funds in accordance with the terms of the contract(s) involving the purchase(s) and sale(s) of the aircraft.

CONFIDENTIAL Subject to Protective Order IATS - 000710
SDNY_GM_02774815
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261455
EFTA01340083

The transacting parties are responsible for the negotiation and preparation of any contract(s) involving the purchase(s) and sale(s) of the aircraft involved in the transaction. IATS shall have no responsibility whatsoever for the contents of any contract(s). If more than one contract is involved, IATS shall have no responsibility to make a comparison of the contracts to evaluate whether there are any inconsistencies between the terms of the contracts, and IATS shall have no liability or responsibility whatsoever for any inconsistencies between the terms of any contracts.

Upon confirmation by IATS that IATS is holding the documents contemplated by the contract(s) (or as otherwise authorized by the transacting parties) and escrowed funds in an amount necessary to close the transaction(s) contemplated by the contract(s) delivered to IATS, the transacting parties shall authorize IATS to consummate and close the sale(s) and purchase(s) contemplated by the contract(s), and upon receipt of such authorization IATS is authorized and directed to release the documents as contemplated by the contract(s) and disburse the escrowed funds in accordance with the terms contemplated by the contract(s) or as otherwise instructed by the parties.

In accepting any funds or documents delivered to IATS, it is agreed and understood that IATS will not be called upon to construe any contract or instrument deposited. In the event that IATS deems it necessary or advisable, in its sole discretion, to employ attorneys for the reasonable protection of the escrow property and/or of itself, IATS shall have the right to be reimbursed by the transacting parties for any attorneys' fees incurred. Should a transaction fail to close for any reason, the transacting parties will be charged a handling fee (minimum of $150.00), plus all incurred expenses, which may be retained from the funds held by IATS.

In the event of a dispute between the transacting parties, IATS reserves the right to hold any money in its possession, and all papers in connection with or concerning this escrow, until a mutual agreement in writing has been reached between all of said parties and delivered to it or until delivery is legally authorized and ordered by final judgment or decree of the United States District Court for the Western District of Oklahoma, the District Court of Oklahoma County, Oklahoma, or other court of competent jurisdiction; and in case IATS obeys or complies with any judgment, order or decree of a court of competent jurisdiction, it shall not be liable to any of the transacting parties nor to any other person or entity by reason of such compliance, notwithstanding any such judgment, order or decree be subsequently reversed, modified, annulled, set aside or vacated. IATS shall not be liable for any acts or omissions done in good faith, nor for any claims, demands or losses, nor for any damages made or suffered by any party, except such as may arise through or be caused by its bad faith or gross negligence.

These Terms and Conditions and the services provided by IATS shall be governed by and construed in accordance with the law of the State of Oklahoma. Notwithstanding any provision contained in any purchase agreement or other agreement between a purchaser and seller, the District Court of Oklahoma County, Oklahoma, or the United States District Court for the Western District of Oklahoma shall have exclusive jurisdiction to hear all disputes against IATS and no other courts shall have any jurisdiction whatsoever in respect of such disputes against IATS. The foregoing shall not affect the governing law and/or jurisdiction and venue provisions in any agreement between a seller and purchaser to the extent that any dispute does not involve IATS in any manner.

These Terms and Conditions govern all duties and liabilities of IATS notwithstanding any terms contained in any contract between the transacting parties, and in the event of any inconsistency between these Terms and Conditions and any such contract, these Terms and Conditions shall govern.

(Rev. 3/17)

CONFIDENTIAL Subject to Protective Order IATS - 000711

SDNY_GM_02774816

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

EFTA_00261456

EFTA01340084

AIRCRAFT PURCHASE AGREEMENT

THIS AIRCRAFT PURCHASE AGREEMENT (this "Agreement") dated as of November 1, 2019, by and between HYPERION AIR, LLC, a U.S. Virgin Islands limited liability company, whose address is 6100 Red Hook Quarter, B3, St. Thomas, U.S. Virgin Islands ("Seller"), and HELICOPTER 1029, LLC, a Delaware limited liability company, whose address is 767 Fifth Avenue, New York, New York 10153 ("Purchaser").

RECITATIONS:

Subject to the terms and conditions set forth in this Agreement, Seller desires to sell, transfer, and deliver to Purchaser, and Purchaser desires to purchase from Seller, one used 2008 Keystone Helicopter (Sikorsky) model S-76C aircraft, bearing manufacturer's serial number 760750, and currently registered with the United States Federal Aviation Agency (the "FAA") as N722JE, together with said aircraft's two Turbomeca S.A. Model Arriel 2S2 engines, bearing manufacturer's serial numbers 42285TEC and 42286TEC, and with all avionics, equipment systems, furnishings and accessories installed on, contained in or attached to said aircraft and engines, and also including all airframe, engine and accessory logbooks, flight and operation manuals, maintenance and overhaul records, and all other records and paperwork relating to the above-described aircraft and engines that are (i) required for Part 91 operations, or (ii) in Seller's possession or control (collectively, the "Aircraft").

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the parties hereto agree as follows:

1. Funds and Escrow.

(a) Purchase Price; Payment. Seller agrees to sell, transfer and convey to Purchaser, and Purchaser agrees to purchase from Seller, the Aircraft for a total purchase price of Three Million Five Hundred Thousand U.S. Dollars (US $3,500,000.00) (the "Purchase Price"). Purchaser shall pay the Purchase Price to Seller in accordance with the following schedule:

(b) Deposit. Purchaser has deposited the sum of One Hundred Thousand U.S. Dollars (US $100,000.00) (the "Deposit") with Insured Aircraft Title Service, LLC, 21 E. Main Street, Suite 100, Oklahoma City, OK 73104 Attn: Joan Roberts ("Escrow Agent") as and for a deposit against the Purchase Price. The Deposit shall be held and disbursed subject to and in accordance with the terms and conditions of this Agreement. Subject to Escrow Agent's policies and practices, Purchaser shall instruct Escrow Agent to maintain such Deposit in a segregated account designated for the transactions contemplated herein.

(c) Purchase Price Balance. Except as provided below, the balance of the Purchase Price in the amount of Three Million Four Hundred Thousand U.S. Dollars (US $3,400,000.00) (the "Purchase Price Balance") shall be deposited with Escrow Agent on or before the Closing Date (as such term is hereinafter defined in Section 5(a)) with written instructions to Escrow Agent to disburse the Purchase Price to Seller, upon satisfaction by Seller or waiver by Purchaser, of each of the conditions, covenants and agreements to be performed by Seller herein.

CONFIDENTIAL Subject to Protective Order IATS - 000712

SDNY_GM_02774817

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

EFTA_00261457

EFTA01340085

(d) Source of Funds. Purchaser confirms that the Deposit has been deposited with Escrow Agent exclusively with respect to the sale of the Aircraft by Seller to Purchaser as contemplated by this Agreement and for no other transaction, person, or purpose, including, without limitation, any planned or subsequent sale of the Aircraft by Purchaser to an unaffiliated third party. Purchaser further confirms as a condition precedent to Seller's obligations hereunder that the funds constituting the Deposit and the Purchase Price Balance have been or will be deposited with Escrow Agent from Purchaser's account or, if such funds originated from an account other than in the name of Purchaser, such funds have been or will be unconditionally and irrevocably assigned by the depositor for use as the Deposit or the Purchase Price Balance, as applicable solely in connection with this Agreement.

(e) Establishment of Special Escrow Account. Subject to Escrow Agent's policies and practices, as soon as is practical following the wire transfer of the Deposit and the Purchase Price Balance to the general escrow account of Escrow Agent maintained at Bank of America, with an address at 211 N. Robinson Avenue, Oklahoma City, Oklahoma 73102, the Escrow Agent shall cause the Deposit and the Purchase Price Balance to be transferred to, and maintained in, a special escrow account at said Bank created and maint exclusively for the purpose of this transaction (the "Special Escrow Accou Agent shall thereupon provide Seller and Purchaser with the number of the Account and any other information pertinent thereto. The Deposit and Purcha shall be held in escrow by Escrow Agent in the Special Escrow Accou refundable to Purchaser or payable to the Seller in accordance with the expr this Agreement. Escrow Agent shall not place or hold any funds in the Special except for the funds received in connection with the transactions conte Agreement.

special escrow acct

2. Condition of the Aircraft.

(a) At the time of Seller's delivery to Purchaser of the Aircraft at the Closing (as such term is defined in Section 5(a) hereof), the Aircraft will be delivered to Purchaser: (i) with good and marketable title, free and clear of all liens, title defects, lease, claims or rights of third parties, and encumbrances of any kind ("Liens"), (ii) with complete, accurate, and continuous log books and maintenance records, all in the English language, (iii) in an airworthy condition with a valid FAA standard airworthiness certificate with no exceptions or limitations, (iv) with all components and systems in Normal Working Order (as hereinafter defined), (v) with no history of Material Damage or Material Corrosion (as such terms are hereinafter defined), (vi) in compliance with FAA airworthiness directive 2019-19-12 and all other FAA airworthiness directives and mandatory service bulletins that have been issued with respect to the Aircraft with due dates on or prior to Closing, (vii) current, as of Closing on the manufacturer's recommended inspection and maintenance programs with all hourly, cycle and calendar inspections required under such program complied with without deferral or extensions, (viii) with no outstanding engineering dispositions or non-standard inspection intervals, (ix) with no parts or components on lease or temporarily installed, (x) with four (4) overhauled float bottles, a collective transducer (installed) as included in the service bulletin kit previously obtained from Sikorsky Helicopters and currently in Seller's possession, and overhaul of both fuel selector valves, (xi) current on the Sikorsky "Power Assurance Program" with respect to the three gear boxes on the Aircraft (the "Program"), paid through the Closing Date, fully transferable to Purchaser (including positive balances), at Purchaser's expense for transfer costs, (xii) equipped in accordance with the Aircraft Specification, attached hereto as Exhibit A, and (xiii) in the same condition as at the end of the Pre-Purchase Inspection (defined

CONFIDENTIAL Subject to Protective Order IATS - 000713
SDNY_GM_02774818
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261458
EFTA01340086

(d) Source of Funds. Purchaser confirms that the Deposit has been deposited with Escrow Agent exclusively with respect to the sale of the Aircraft by Seller to Purchaser as contemplated by this Agreement and for no other transaction, person, or purpose, including, without limitation, any planned or subsequent sale of the Aircraft by Purchaser to an unaffiliated third party. Purchaser further confirms as a condition precedent to Seller's obligations hereunder that the funds constituting the Deposit and the Purchase Price Balance have been or will be deposited with Escrow Agent from Purchaser's account or, if such funds originated from an account other than in the name of Purchaser, such funds have been or will be unconditionally and irrevocably assigned by the depositor for use as the Deposit or the Purchase Price Balance, as applicable solely in connection with this Agreement.

(e) Establishment of Special Escrow Account. Subject to Escrow Agent's policies and practices, as soon as is practical following the wire transfer of the Deposit and the Purchase Price Balance to the general escrow account of Escrow Agent maintained at Bank of America, with an address at 211 N. Robinson Avenue, Oklahoma City, Oklahoma 73102, the Escrow Agent shall cause the Deposit and the Purchase Price Balance to be transferred to, and maintained in, a special escrow account at said Bank created and maintained solely and exclusively for the purpose of this transaction (the "Special Escrow Account"); and Escrow Agent shall thereupon provide Seller and Purchaser with the number of the Special Escrow Account and any other information pertinent thereto. The Deposit and Purchase Price Balance shall be held in escrow by Escrow Agent in the Special Escrow Account, and shall be refundable to Purchaser or payable to the Seller in accordance with the express provisions of this Agreement. Escrow Agent shall not place or hold any funds in the Special Escrow Account except for the funds received in connection with the transactions contemplated by this Agreement.

2. Condition of the Aircraft.

(a) At the time of Seller's delivery to Purchaser of the Aircraft at the Closing (as such term is defined in Section 5(a) hereof), the Aircraft will be delivered to Purchaser: (i) with good and marketable title, free and clear of all liens, title defects, lease, claims or rights of third parties, and encumbrances of any kind ("Liens"), (ii) with complete, accurate, and continuous log books and maintenance records, all in the English language, (iii) in an airworthy condition with a valid FAA standard airworthiness certificate with no exceptions or limitations, (iv) with all components and systems in Normal Working Order (as hereinafter defined), (v) with no history of Material Damage or Material Corrosion (as such terms are hereinafter defined), (vi) in compliance with FAA airworthiness directive 2019-19-12 and all other FAA airworthiness directives and mandatory service bulletins that have been issued with respect to the Aircraft with due dates on or prior to Closing, (vii) current, as of Closing on the manufacturer's recommended inspection and maintenance programs with all hourly, cycle and calendar inspections required under such program complied with without deferral or extensions, (viii) with no outstanding engineering dispositions or non-standard inspection intervals, (ix) with no parts or components on lease or temporarily installed, (x) with four (4) overhauled float bottles, a collective transducer (installed) as included in the service bulletin kit previously obtained from Sikorsky Helicopters and currently in Seller's possession, and overhaul of both fuel selector valves, (xi) current on the Sikorsky "Power Assurance Program" with respect to the three gear boxes on the Aircraft (the "Program"), paid through the Closing Date, fully transferable to Purchaser (including positive balances), at Purchaser's expense for transfer costs, (xii) equipped in accordance with the Aircraft Specification, attached hereto as Exhibit A, and (xiii) in the same condition as at the end of the Pre-Purchase Inspection (defined

CONFIDENTIAL Subject to Protective Order IATS - 000714
SDNY_GM_02774819
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261459
EFTA01340087

below), except for the correction of Discrepancies (defined below) and normal wear and tear (which includes agreed upon increase in airframe hours) . The condition of the Aircraft described in this Section 2(a) is hereinafter collectively referred to as the "Delivery Condition".

(b) For purposes hereof:

"Normal Working Order" shall mean a condition which (i) is consistent with the specifications, limitations and requirements of the maintenance and/or operations manual applicable to the unit, (ii) is good, but not necessarily perfect, it being understood and agreed that normal wear and tear, including any blemishes in the cosmetic appearance of the interior, which does not materially impair performance of the unit shall be acceptable, and (iii) does not require a modification to the normal life limitation, overhaul or inspection interval of the unit.

"Material Damage" means any damage or repair of damage other than as disclosed by Seller in the Aircraft's Specifications on Exhibit A hereto (i) the repair of which resulted in or would require the issuance of an FAA Form 337 if completed by a repair station other than the manufacturer (whether or not an FAA Form 337 has actually been issued); (ii) that requires or results or resulted in any deviation from the original approved manufacturer's aircraft build specification or standard production configuration; (iii) the repair of which constituted or would constitute a "major repair" as such term is defined in 14 CFR Part 43, Appendix A; or (iv) a lightning strike.

"Material Corrosion" means any corrosion that (i) cannot be repaired, rectified and terminated on a non-recurring basis such that the Aircraft can be returned to service without a requirement of repetitive or recurring inspections which deviate from the Aircraft manufacturer's normal maintenance procedures or requires modifications to the normal component life limitations, overhaul and/or inspection intervals for the Aircraft; (ii) is materially dissimilar when compared to the same type of aircraft of similar age and total time since new; or (iii) exceeds manufacturer's published tolerances for corrosion to a significant degree.

3. Pre-Purchase Inspection.

(a) Purchaser, at Purchaser's expense, has performed a pre-purchase inspection of the Aircraft (the "Pre-Purchase Inspection") at the facility of Hawthorne Aviation located at Islip MacArthur Airport in Ronkonkoma, New York (the "Inspection Facility").

(b) Purchaser technically accepts the Aircraft conditioned on correction by Seller at Seller's cost and expense of (i) the conditions set forth on Exhibit B, attached hereto, and (ii) any condition of which Purchaser gives Seller written notice prior to Closing that does not allow the Aircraft to be in the Delivery Condition regardless of the time or place of discovery (collectively, the "Discrepancies"). Purchaser shall be under no obligation to close on the purchase and sale of the Aircraft pursuant to this Agreement unless all such identified Discrepancies have been corrected, the Aircraft is in the Delivery Condition at Closing, and all closing conditions set forth in Section 5 of this Agreement have been satisfied or waived.

(c) Upon correction of all Discrepancies, Purchaser shall be entitled, at Seller's cost, to conduct a flight test of not more than one (1) hour in duration to be flown under Seller's operational control and insurance by Seller's pilots with up to two (2) representatives of the Purchaser accompanying the flight (the "Flight Test"). All procedures to be adopted

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during such Flight Test shall be as requested by Purchaser and agreed to by Seller prior to the commencement of such Flight Test or, if arising out of a condition or circumstance occurring during said Flight Test, as may be requested by Purchaser and agreed to by Seller during said Flight Test, subject, however, at all times to the discretion of the pilot who shall have absolute operational discretion and control over the Aircraft. Seller will be responsible for correction of any Discrepancies identified during the Flight Test up to Fifty Thousand U.S. Dollars (US $50,000.00) (the "Discrepancy Limit"). If the Discrepancy Limit is exceeded, Purchaser shall have no obligation to close and may terminate this Agreement and neither party shall have any further liability to the other. Seller's correction of such identified Discrepancies above the Discrepancy Limit is a condition to Purchaser's obligation to close, but Seller is not affirmatively obligated to correct any such identified Discrepancies above the Discrepancy Limit.

4. International Registry. Prior to the Closing, Seller and Purchaser each, at its own expense, shall have obtained approval on the International Registry at https://www.internationalregistry.aero to be a Transacting User Entity and such approvals shall be a condition precedent to the Closing. Prior to the Closing, Seller and Purchaser shall each designate Escrow Agent as Seller's and Purchaser's Professional User Entity for purposes of requesting and providing consent to the registration of a searchable Contract of Sale (Bill of Sale) evidencing the transfer of title to the Aircraft from Seller to Purchaser.

5. Closing and Delivery.

(a) The closing of the purchase and sale contemplated by this Agreement (the "Closing") and the delivery of the Aircraft to Purchaser shall take place at the Inspection Facility, or at such other place as the parties may subsequently agree upon in writing (the "Closing Place"), following the later of (i) correction of all Discrepancies, if any, or (ii) November 29, 2019 (or the next day thereafter that the FAA Registry is open and accepting registration and title documents), unless the parties hereto mutually agree in writing on a later closing date (the "Closing Date"). Seller and Purchaser hereby acknowledge that the passing of title, possession and delivery of the Aircraft shall take place within the state in which the Closing Place is located.

(b) Prior to the Closing, the following deliveries shall be made to the Escrow Agent by the responsible party indicated:

(i) On or prior to the Closing Date, Seller shall deliver the following to Escrow Agent or Purchaser, as applicable:

(A) A Warranty Bill of Sale in the form attached hereto as Exhibit C transferring title to the Aircraft to Purchaser duly executed by an authorized representative of Seller, with his or her title shown, but undated (the "Warranty Bill of Sale");

(B) An FAA Bill of Sale for the Aircraft duly executed by an an authorized representative of Seller, with his or her title shown, but undated (the "FAA Bill of Sale"); and

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(C) Reasonable evidence that all amounts owed to the Inspection Facility and for the Program have been paid.

(ii) On or prior to the Closing Date, Purchaser shall deliver or cause to be delivered to Escrow Agent the following:

(A) The Purchase Price Balance, which Purchase Price Balance shall be wire transferred into the Special Escrow Account of Escrow Agent in accordance with wire transfer instructions to be provided to Purchaser by Escrow Agent prior to the Closing Date; and

(B) An Application for Aircraft Registration (AC Form 8050-1) covering the airframe of the Aircraft duly executed by an authorized representative of Purchaser, with his or her title shown, but undated (the "Application for Registration").

(iii) In addition to the documents described above, Seller and/or Purchaser may deliver or cause to be delivered to Escrow Agent such other documents and with such instructions as may be subsequently agreed upon in writing by the parties hereto and Escrow Agent.

The documents described in subparagraphs (i), (ii) and (iii) of this Section 5(b) are hereinafter referred to collectively as the "Escrow Documents".

(c) Prior to the Closing Date, each of Seller, Purchaser, and Escrow Agent shall notify each of the others in writing (either by correspondence or e-mail) of the name or names and telephone number of each representative of the respective parties which is to participate in the conference call to be conducted in connection with the Closing (hereinafter the "Closing Conference Call"). The Closing Conference Call shall be originated by Purchaser on the Closing Date at on or about 10:00 a.m., U.S. Central Daylight Time, so as to complete the Closing, including the filing of the Escrow Documents with the FAA Registry in Oklahoma City, Oklahoma, prior to the closing of that office on the Closing Date.

(d) At the Closing, and after the representatives of each of Seller, Purchaser and Escrow Agent have each announced their attendance on the Closing Conference Call, provided that all of the requirements of Sections 5(b), (c) and (d) have been complied with, then the following shall occur:

(i) If (A) the records of the FAA then reflect that Seller is the record owner of the Aircraft and that said Aircraft is free and clear of all recorded Liens, (B) the records of the International Registry do not reflect the registration of any such Liens against the Aircraft, and there are no registrations on the International Registry reflecting ownership of the Aircraft or any part thereof in the name of any third party, and (C) Escrow Agent has not otherwise received notice of any other Lien asserted by any third party with respect to the Aircraft, then Escrow Agent shall so advise the participants on the Closing Conference Call and then, but only then, Escrow Agent shall immediately wire the full Purchase Price to Seller in accordance with wire transfer instructions which shall be provided to Escrow Agent by Seller prior to the Closing Date. As promptly as possible, Escrow Agent shall obtain and provide the participants

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with the Federal Reference Number for said wire and, immediately thereafter, Escrow Agent shall file the Warranty Bill of Sale and any other necessary Escrow Documents with the FAA Registry for recordation and, upon doing so, shall then notify each of the participants on the Closing Conference Call of the time of filing of each such Escrow Document. Escrow Agent shall also email to Purchaser a pdf of the signed and dated Warranty Bill of Sale and the signed and dated FAA Bill of Sale. Immediately following the above, the following shall occur at the Closing Place:

(Y) Seller's representative shall deliver possession of the Aircraft to Purchaser; and

(Z) Purchaser and Seller shall complete, execute and deliver to the other and Escrow Agent a Delivery Receipt in the form attached hereto as Exhibit D.

(ii) Immediately following the above, Escrow Agent, as the Professional User Entity for each of Seller and Purchaser, shall electronically initiate and consent to the registrations with the International Registry of the interests created by the Warranty Bill of Sale (the same being referred to as a contract of sale for purposes of the International Registry) with respect to the Aircraft.

(e) Following completion of the Closing as prescribed above, Escrow Agent shall mail the hard copy original of the Warranty Bill of Sale to Purchaser at an address specified by Purchaser.

(f) If all of the conditions and requirements specified in this Section 5 are not satisfied on or before November 29, 2019 (or the next day thereafter that the FAA Registry is open and accepting registration and title documents), or such later date as Seller and Purchaser may agree upon in writing and provide to Escrow Agent, then Escrow Agent shall do the following:

(i) The Escrow Documents delivered to Escrow Agent by Seller shall be returned by Escrow Agent to Seller, and the Escrow Documents delivered to Escrow Agent by Purchaser shall be returned to Purchaser;

(ii) If earlier received by Escrow Agent, the Purchase Price Balance shall be returned to Purchaser, or in accordance with Purchaser's instructions to Escrow Agent; and

(iii) Escrow Agent shall retain the Deposit until Seller and Purchaser furnish Escrow Agent with a written agreement which gives Escrow Agent instructions for payment of said funds or, if Escrow Agent is not furnished with such a written agreement, Escrow Agent shall retain the Deposit until Escrow Agent is ordered to pay said funds in accordance with the final order of a court of competent jurisdiction.

(g) Notwithstanding any provision in this Section 5 or Agreement, Seller and Purchaser will modify the foregoing Closing procedures to accommodate reasonable

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SDNY_GM_02774823
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requests made by either Parties' lenders or lienholders. Once the Closing begins, the process and authorizations are irrevocable and neither Party has any right to delay or cancel the Closing. All actions taken during the Closing will be deemed to have occurred simultaneously.

6. Fee of Escrow Agent. The fee of Escrow Agent (which fee also includes any out-of-pocket expenses incurred by Escrow Agent) for performing its duties specified herein shall be paid by each of Purchaser and Seller in equal portions. Their respective portions of said fee shall be paid by them to Escrow Agent as and when required by Escrow Agent. In addition to its duties specified above, the duties of Escrow Agent shall also include (a) delivering a written preliminary title and lien report with respect to the Aircraft, and also a written post-closing title and lien report with respect to the same to each of Purchaser and Seller, and (b) as Seller's and Purchaser's Professional User Entity, making registrations with the International Registry of the Warranty Bill of Sale (Contract of Sale) with respect to the transfer of title to the Aircraft from Seller to Purchaser, and obtaining and providing Seller and Purchaser with post-closing Priority Search Certificates issued by the International Registry with respect to the Aircraft.

7. Taxes.

(a) Seller shall be responsible for and shall pay, or reimburse Purchaser for, any and all excise, gross receipts, use, personal property, or similar taxes, assessments or duties, including interest or penalties imposed thereon, and any costs incurred in defense of the nonpayment thereof, including reasonable attorney's fees and expenses, arising out of, or incurred in connection with the use, ownership, possession, maintenance or operation of the Aircraft prior to the Closing including, without limitation, any income, capital gains or other similar taxes based on the income of Seller or personal property or other similar taxes assessed or based upon Seller's ownership or use of the Aircraft.

(b) Purchaser shall be responsible for and shall pay, or reimburse Seller for, any and all sales, excise, gross receipts, use, personal property, transfer or similar taxes, assessments or duties including interest or penalties imposed thereon and any costs incurred in defense of the nonpayment thereof, including reasonable attorney's fees and expenses, arising out of, or incurred in connection with, the sale and delivery of the Aircraft to Purchaser or the use, ownership, possession, maintenance or operation of the Aircraft after the Closing, but specifically excluding any income, capital gains or other similar taxes based on the income of Seller or personal property or other similar taxes assessed or based upon Seller's ownership or use of the Aircraft prior to the Closing.

(c) The provisions of this Section 7 shall survive Closing.

8. Seller's Representations and Warranties. Seller represents and warrants as of the date hereof and as of the Closing:

(a) Ownership and Title. Seller is and will be, the owner of the Aircraft free and clear of any Liens of any kind or nature, except for Liens, if any, that shall be removed at Closing and that Seller shall convey good and marketable title to the Aircraft to Purchaser at Closing free and clear of all Liens and Seller will warrant and defend such title forever, at the sole expense of Seller, against all claims and demands whatsoever.

(b) Authority. The execution and delivery by Seller of this Agreement and

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the other documents required hereby have been duly authorized by all necessary action on the part of Seller. Seller has the requisite power and authority to enter into this Agreement, to consummate the closing of the sale of the Aircraft contemplated herein, including the power to execute this Agreement and each of the other documents required hereby and to perform its obligations hereunder.

(c) Commissions. Neither the Seller nor any of its agents or employees has engaged any person or incurred any liability for the payment to any person of any fee or commission in connection with the sale of the Aircraft as herein contemplated that is or could become the obligation of Purchaser. Seller hereby agrees that it shall be responsible for and pay the fees and expenses of any broker or dealer engaged by Seller in connection with the sale of the Aircraft.

(d) Cease Aircraft Operations. Seller will not allow operation of the Aircraft other than as (i) contemplated under this Agreement, (ii) mutually agreed upon by Purchaser and Seller, or (iii) necessary to preserve the value of the Aircraft.

(e) Service Contracts, Warranties, and Subscriptions. Seller shall cooperate with Purchaser to cause to be transferred and assigned to Purchaser any of its rights, but not obligations, with respect to any repair or maintenance agreements, maintenance or parts warranties, service programs, and subscriptions relating to the Aircraft (the "Service Contracts") that are in effect as of the date of this Agreement and transferrable or assignable. Seller shall be responsible for and shall have paid any and all sums owing to providers of Service Contracts with respect to all periods prior to the Closing. Purchaser shall be responsible for and shall pay any fees associated with the transfer or assignment of such Service Contracts.

9. Purchaser's Representations and Warranties. Purchaser represents and warrants as of the date hereof and as of the Closing:

(a) Authority. The execution and delivery by Purchaser of this Agreement and the other documents required hereby have been duly authorized by all necessary action on the part of Purchaser. Purchaser has the requisite power and authority to enter into this Agreement, to consummate the closing of the purchase of the Aircraft contemplated herein, including the power to execute this Agreement and each of the other documents required hereby and to perform its obligations hereunder.

(b) Commissions. Neither Purchaser nor any of its agents or employees has engaged any person or incurred any liability for the payment to any person of any fee or commission in connection with the purchase of the Aircraft as herein contemplated that is or could become the obligation of Seller. Purchaser agrees that it shall be responsible for and pay the fees and expenses of any broker or dealer engaged by Purchaser in connection with the acquisition of the Aircraft.

10. LIMITATION OF WARRANTIES. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLER SET FORTH IN SECTION 8 HEREOF, ELSEWHERE IN THIS AGREEMENT OR IN THE WARRANTY BILL OF SALE (THE "EXPRESS CONTRACT WARRANTIES"), THE AIRCRAFT AND EACH PART THEREOF IS BEING SOLD TO PURCHASER HEREUNDER IN ITS "AS IS, WHERE IS" CONDITION AND "WITH ALL FAULTS" EFFECTIVE AT THE CLOSING.

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EXCEPT FOR THE EXPRESS CONTRACT WARRANTIES, NEITHER SELLER NOR ITS AGENTS, REPRESENTATIVES OR EMPLOYEES MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER TO PURCHASER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMER OF REPRESENTATIONS AND WARRANTIES, THERE IS (I) NO WARRANTY BY SELLER, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES AS TO THE AIRWORTHINESS OR PHYSICAL CONDITION OF THE AIRCRAFT, (II) NO IMPLIED WARRANTY BY SELLER, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE AIRCRAFT, (III) NO IMPLIED WARRANTY BY SELLER, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, AND (IV) NO WARRANTY BY SELLER, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES AGAINST PATENT INFRINGEMENT OR THE LIKE. IN NO EVENT SHALL EITHER PARTY HERETO BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND.

11. Termination of Agreement.

(a) Termination by Mutual Agreement. This Agreement may be terminated by mutual written agreement of Purchaser and Seller at any time prior to the Closing. Upon any such termination by mutual agreement, Escrow Agent shall disburse the Deposit and any other amounts paid by Purchaser to the Escrow Agent in accordance with the mutually agreed instructions from Seller and Purchaser, Escrow Agent shall return to the original transmitting party any Escrow Documents theretofore delivered to Escrow Agent by such original transmitting party, and thereafter neither party hereto shall have any further rights against or obligations to the other.

(b) Termination by Purchaser. Provided that Purchaser is not then in default of any material provision of this Agreement, Purchaser shall have the right to terminate this Agreement prior to Closing if Seller breaches or fails to perform any of its material duties, obligations or liabilities set forth herein, provided, however that prior to any such termination, Purchaser shall provide Seller and Escrow Agent with written notice of Purchaser's intent to terminate and Seller shall have five (5) Business Days thereafter to cure any such default or failure to perform. Upon such termination, Escrow Agent shall, upon Purchaser's written request, release the Deposit and any other amounts paid by Purchaser to Escrow Agent to Purchaser. Escrow Agent shall return to Purchaser the Application for Registration and any other Escrow Documents which Purchaser previously transmitted to Escrow Agent in connection with this Agreement. In addition and subject to Sections 11(d) and (e) hereof, Purchaser shall have the right to recover from Seller all reasonable and documented out-of-pocket costs and expenses incurred directly in connection with this Agreement, including, without limitation, costs and expenses incurred in connection with the Pre-Purchase Inspection and costs and expenses of Escrow Agent, and the recovery of such amounts shall constitute Purchaser's sole and exclusive legal remedies in connection with any such termination, and Purchaser waives any other remedies that may be available to it at law or in equity in connection therewith.

(c) Termination by Seller. Provided that Seller is not then in default of any material provision of this Agreement, Seller shall have the right to terminate this Agreement

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SDNY_GM_02774826

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

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prior to Closing if Purchaser breaches or fails to perform any of its material duties, obligations or liabilities set forth herein, provided, however that prior to any such termination, Seller shall provide Purchaser and Escrow Agent with written notice of Seller's intent to terminate and Purchaser shall have five (5) Business Days thereafter to cure any such default or failure to perform. Upon such termination, Escrow Agent shall, upon Seller's written request, release the Deposit to Seller as liquidated damages for Seller's loss of bargain hereunder, the release of which Deposit shall constitute Seller's sole and exclusive remedy under this Agreement and Seller waives any other remedies that may be available to it at law or in equity in connection therewith. Each party acknowledges and represents that the liquidated damages amount provided for in this Section 11(c) is a reasonable estimate of the damages that would be incurred by Seller in the event Purchaser defaults on Purchaser's obligations under this Agreement.

(d) Force Majeure. The term "Force Majeure" means any cause beyond a party's reasonable control that prevents a party from meeting its obligations under this Agreement, including, but not limited to, acts of God or the public enemy, federal government shutdown, acts of terrorism, war or other outbreak of hostilities, civil commotion, actions of the elements (volcanic eruptions, earthquakes, etc.) or weather conditions and excludes for the avoidance of doubt labor disputes or strikes within a party's organization. A party shall promptly notify the other party that it will be unable to perform its obligations hereunder due to a Force Majeure. Such notifying party shall be referred to as the "Non-performing Party." In such event, the time for the Non-performing Party's performance shall be extended for the pendency of such event, provided, however, that if such non-performance is reasonably estimated to (or actually does) extend beyond sixty (60) days, either party hereto may at its option terminate this Agreement upon written notice to the other party and Escrow Agent. In such event, Escrow Agent shall: (i) deduct from the Deposit and pay to itself one-half (1/2) of any agreed upon escrow fees payable to the Escrow Agent; and (ii) remit the balance of the Deposit to Purchaser. Thereafter, except for the provisions of this Agreement that are specified herein to survive its termination, neither party shall have any obligation or liability to the other with respect to the subject matter of this Agreement, except that Seller shall be responsible for the payment of one-half (1/2) of any agreed upon escrow fees to the Escrow Agent. The failure to pay the Purchase Price shall in no event constitute Force Majeure.

(e) Consequential Damages. Notwithstanding anything to the contrary set forth herein with respect to any breach of obligation, duty or liability, neither Seller nor Purchaser shall be liable for any indirect, consequential, special, incidental and/or punitive damages of any kind or nature under any circumstances or, without limiting the foregoing, for any lost profits or any other losses or damages for or arising out of any lack or loss of use of the Aircraft.

12. Assignment and Delegation.

(a) Assignment. This Agreement shall inure to the benefit of and be binding upon, each of the parties hereto and, except as expressly set forth in this Section 12, is not assignable by either party in whole or in part without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Purchaser shall have the right to assign its rights hereunder and/or to cause Seller to transfer title to any entity owned by Harry Macklowe, to any immediate family member of Harry Macklowe or to any trust for the benefit of Harry Macklowe or any immediate family member of Harry Macklowe; provided that in connection with any such assignment or title transfer (i) Purchaser shall remain primarily obligated to fully

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perform its duties and obligations hereunder (including, without limitation, the payment of the Purchase Price) as if it were taking title in its own name, (ii) such assignment or title transfer will not result in greater obligations or liabilities for Seller under this Agreement other than any obligation to acknowledge any such assignment, (iii) Purchaser will be responsible for all costs and expenses incurred in connection with such assignment of the right to receive title and (iv) any such assignment shall be pursuant to an assignment and assumption agreement reasonably acceptable to Seller. Upon consummation of any such assignment, the assignee shall execute and deliver any escrow agreement executed in connection herewith and the Deposit shall continue to be retained pursuant to the terms hereof and such escrow agreement.

(b) Delegation of Duties. The obligations of the parties under this Agreement may not be delegated in whole or in part, save and except to the extent accomplished as a result of an assignment by Purchaser permitted pursuant to Section 12(a).

(c) Other Assignments Void. Except as otherwise provided in this Section 12, any assignment by a party of its rights or the delegation of its obligations under this Agreement shall be void and wholly without legal effect.

(d) Successors. The sale, merger or other consolidation of Seller or Purchaser shall be deemed to be an assignment and shall be subject to the provisions of this Section 12 as if such sale, merger or other consolidation were a direct assignment of this Agreement. In the event of any such sale, merger or consolidation that effects a deemed assignment which is permitted under the provisions of this Section 12, the surviving or successor entity shall assume any and all liabilities and obligations of its predecessor, including, without limitation those which survive the Closing. The obligations and duties set forth in this Section 12 survive the Closing and are enforceable against any successor or survivor.

13. Performance and Risk of Loss.

(a) In the event that the Aircraft is destroyed or damaged prior to the Closing Date, this Agreement may be terminated in its entirety by either party without liability to the other party.

(b) Exclusive care, custody and control of the Aircraft and all risks of loss, damage or destruction to the Aircraft and any other property sold hereunder from any cause whatsoever, including but without limiting the generality of the foregoing, risks of damage to or loss or destruction of the Aircraft and liability to third parties for property damages, personal injury or death, shall remain with Seller until, and shall pass to and be assumed by Purchaser upon, the filing of the FAA Bill of Sale with the FAA and delivery of the Aircraft to Purchaser in accordance with the provisions of this Agreement. Upon delivery of the Aircraft in accordance with the provisions of this Agreement, Purchaser shall assume and, effective as of the completion of the Closing, hereby assumes, all responsibility in connection with the Aircraft and all risks incident to ownership, maintenance, repair, use and modification thereof.

14. Other Matters.

(a) Each party hereto agrees to execute and deliver such additional documents and take such further actions as may be reasonably requested by the other party hereto to fully effectuate and carry out the purposes of this Agreement.

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(b) Except as expressly provided herein, the provisions of this Agreement which by their terms are to be performed and observed after the Closing shall survive the Closing.

(c) This Agreement sets forth the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements, arrangements and understandings relating to the subject matter hereof. No representation, promise, inducement or statement of intention has been made by either party which is not embodied in this Agreement, and neither party shall be bound by, or be liable for, any alleged representation, promise, inducement, or statement of intention not embodied herein.

(d) This Agreement may be executed in one or more counterparts, and all such counterparts shall constitute one and the same instrument.

(e) No modification or amendment of this Agreement shall be binding unless it is in writing and signed by each of the parties hereto.

(f) All notices required or permitted hereunder shall be in writing and, except as may otherwise be provided herein, shall be deemed to be given when delivered personally, or within three (3) business days after mailing, if mailed by registered or certified mail, return receipt requested, postage prepaid, or on the date of transmission, if sent by facsimile or e-mail (and written confirmation of transmission is provided), addressed to the other party for whom it is intended at the address facsimile number or email address set forth below, or to such other address as may hereafter be designated in writing by either party hereto to the other party hereto:

If to Seller:

HYPERION AIR, LLC
c/o Darren K. Indyke
5300 West Atlantic Avenue, Suite 602
Delray Beach, Florida 33484
Fax: [redacted]
Email [redacted]

If to Purchaser:

HELICOPTER 1029, LLC
Attention: General Counsel
767 Fifth Avenue
New York, New York 10153
Fax: [redacted]
Email [redacted]

(g) Any signatures on this Agreement may be transmitted via facsimile or e-mail (in pdf format), which signatures shall be deemed originals for all purposes if transmitted in accordance with Section 14(f) above.

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SDNY_GM_02774829
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(h) Neither any failure nor any delay on the part of either party hereto in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial waiver or exercise of any right hereunder preclude any other future single or partial waiver or exercise of any right hereunder. No waiver hereof shall be effective unless it is writing signed by the party hereto to be charged with the same and then it shall only be effective as to the specific matter and in the specific instance stated in such writing.

(i) The descriptive headings of the several sections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

(j) This Agreement shall be construed and enforced in accordance with the laws of the State of New York, excluding its conflicts of laws rules, and, to the extent applicable, the laws of the United States of America.

(k) If any clause, provision or section of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable for any reason whatsoever, such invalidity or unenforceability shall not in itself affect the remaining clauses, provisions and sections hereof, so long as the rights or obligations of the parties hereto shall not be materially and adversely affected thereby.

(l) All payments provided for in this Agreement are to be made in United States Dollars.

(m) In connection with any litigation arising out of this Agreement, the prevailing party in such litigation shall be entitled to recover all reasonable costs incurred therein from the other party, including, without limitation, reasonable attorney's fees.

(Signature Blocks Appear on Following Pages)

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IN WITNESS WHEREOF, the parties to this Aircraft Purchase Agreement have caused it to be executed by their duly authorized representatives as of the date first written above.

SELLER:	PURCHASER:
HYPERION AIR, LLC	HELICOPTER 1029, LLC
By: _____	By: _____
Name: Darren K. Indyke	Name: Harry Macklowe
Title: Authorized Representative	Title: Member

CONSENT AND JOINDER:

The undersigned, Insured Aircraft Title Service, LLC. ("Escrow Agent") does hereby consent to and join in the foregoing Agreement hereby agreeing to act as Escrow Agent in accordance with the provisions of the Agreement applicable to Escrow Agent in exchange for an escrow fee of _____ U.S. Dollars (US $ 3630).

Escrow Agent confirms that the Deposit is being held and at all times shall continue to be held in escrow exclusively with respect to the sale of the Aircraft by Seller to Purchaser as contemplated by this Agreement and for no other transaction, person, entity, or purpose, including, without limitation, any planned or subsequent sale of the Aircraft by Purchaser. Escrow Agent further confirms that any funds constituting the Deposit or the Purchase Price have been or will be deposited with Escrow Agent from Purchaser's account or, if such funds originate from an account other than in the name of Purchaser, such funds have been or will be unconditionally and irrevocably assigned by the depositor for use as the Deposit or the Purchase Price, as applicable, solely in connection with this Agreement.

Escrow Agent's agreement to serve as the "Escrow Agent" is conditioned on the following limitation. Notwithstanding the provisions contained in Section 14(j) this Agreement or any provision contained in any other agreement between Purchaser and Seller, the competent courts of the State of Oklahoma or the United States District Court for the Western District of Oklahoma shall have exclusive jurisdiction to hear all disputes against Escrow Agent and no other courts shall have any jurisdiction whatsoever in respect of such disputes against Escrow Agent. Should a dispute arise between Purchaser and Seller relating any funds or other items which are in the possession of Escrow Agent, Escrow Agent shall be entitled to interplead any funds or other items in its possession with the competent courts of the State of Oklahoma or the United States District Court for the Western District of Oklahoma. The foregoing shall not affect the governing law and jurisdiction provisions contained in Section 14(j) to the extent that any dispute is between only Purchaser and Seller and does not involve Escrow Agent in any manner.

Escrow Agent: (Signed subject to attached IATS Terms and Conditions.)
Insured Aircraft Title Service, LLC

By: _____
Name: JOAN F ROBERTS
Title: Vice Pres

CONFIDENTIAL Subject to Protective Order IATS - 000726
SDNY_GM_02774831
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261471
EFTA01340099

IN WITNESS WHEREOF, the parties to this Aircraft Purchase Agreement have caused it to be executed by their duly authorized representatives as of the date first written above.

SELLER:	PURCHASER:
HYPERION AIR, LLC	HELICOPTER 1029, LLC
By:_____	By:_____
Name: Darren K. Indyke	Name: Harry MacIlowe
Title: Authorized Representative	Title: Member

CONSENT AND JOINDER:

The undersigned, Insured Aircraft Title Service, LLC, ("Escrow Agent") does hereby consent to and join in the foregoing Agreement hereby agreeing to act as Escrow Agent in accordance with the provisions of the Agreement applicable to Escrow Agent in exchange for an escrow fee of _____ U.S. Dollars (US $ 3630).

Escrow Agent confirms that the Deposit is being held and at all times shall continue to be held in escrow exclusively with respect to the sale of the Aircraft by Seller to Purchaser as contemplated by this Agreement and for no other transaction, person, entity, or purpose, including, without limitation, any planned or subsequent sale of the Aircraft by Purchaser. Escrow Agent further confirms that any funds constituting the Deposit or the Purchase Price have been or will be deposited with Escrow Agent from Purchaser's account or, if such funds originate from an account other than in the name of Purchaser, such funds have been or will be unconditionally and irrevocably assigned by the depositor for use as the Deposit or the Purchase Price, as applicable, solely in connection with this Agreement.

Escrow Agent's agreement to serve as the "Escrow Agent" is conditioned on the following limitation. Notwithstanding the provisions contained in Section 14(j) this Agreement or any provision contained in any other agreement between Purchaser and Seller, the competent courts of the State of Oklahoma or the United States District Court for the Western District of Oklahoma shall have exclusive jurisdiction to hear all disputes against Escrow Agent and no other courts shall have any jurisdiction whatsoever in respect of such disputes against Escrow Agent. Should a dispute arise between Purchaser and Seller relating any funds or other items which are in the possession of Escrow Agent, Escrow Agent shall be entitled to interplead any funds or other items in its possession with the competent courts of the State of Oklahoma or the United States District Court for the Western District of Oklahoma. The foregoing shall not affect the governing law and jurisdiction provisions contained in Section 14(j) to the extent that any dispute is between only Purchaser and Seller and does not involve Escrow Agent in any manner.

Escrow Agent: (Signed subject to attached IATS Terms and Conditions.)
Insured Aircraft Title Service, LLC

By: _____

Name: _____

Title: _____

CONFIDENTIAL Subject to Protective Order IATS - 000727
SDNY_GM_02774832
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261472
EFTA01340100

EXHIBIT A

TO

AIRCRAFT PURCHASE AGREEMENT

BY AND BETWEEN HYPERION AIR, LLC AND HELICOPTER 1029, LLC

Specifications

2008 Keystone Helicopter (Sikorsky) S-76C

Manufacturer's Serial No. 760750
U.S. Registration No. N722JE

(See Attached)

CONFIDENTIAL Subject to Protective Order IATS - 000728

SDNY_GM_02774833

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

EFTA_00261473

EFTA01340101

Sikorsky S-76C++
N722JE S/N 760750

Helicopter
Reslales

15.A

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

Helicopter Reslales

Sikorsky S-76C++
N722JE S/N 760750

OFFERED AT: Make Offer

Entry into Service: March 17th, 2010
Executive Cabin Interior
Iridium Phone System
Cabin Soundproofing
XM Satellite Radio
115V / 60Hz Electrical Outlets
Keith Electric Air Conditioning System
Emergency Flotation System
ADS-B Out

TOTAL TIME: ~~2,586.2~~ (approximate) Current time, Oct 23rd, 2019 ** 2629.2 total time
LANDINGS: ~~5,357~~ (approximate) Current Landings 5452 as of Oct 23rd, 2019
ENGINE TIMES: ~~2,586.2 / 2,586.2~~ (approximate) Oct 23rd, 2019- 2629.2 / 2629.2
ENGINE CYCLES: ~~3,755 / 3,782~~ (approximate) Current Oct 23rd 2019 3823.9 / 3849.6

ENGINES: (2) Turbomeca Arriel 2S2 Engines

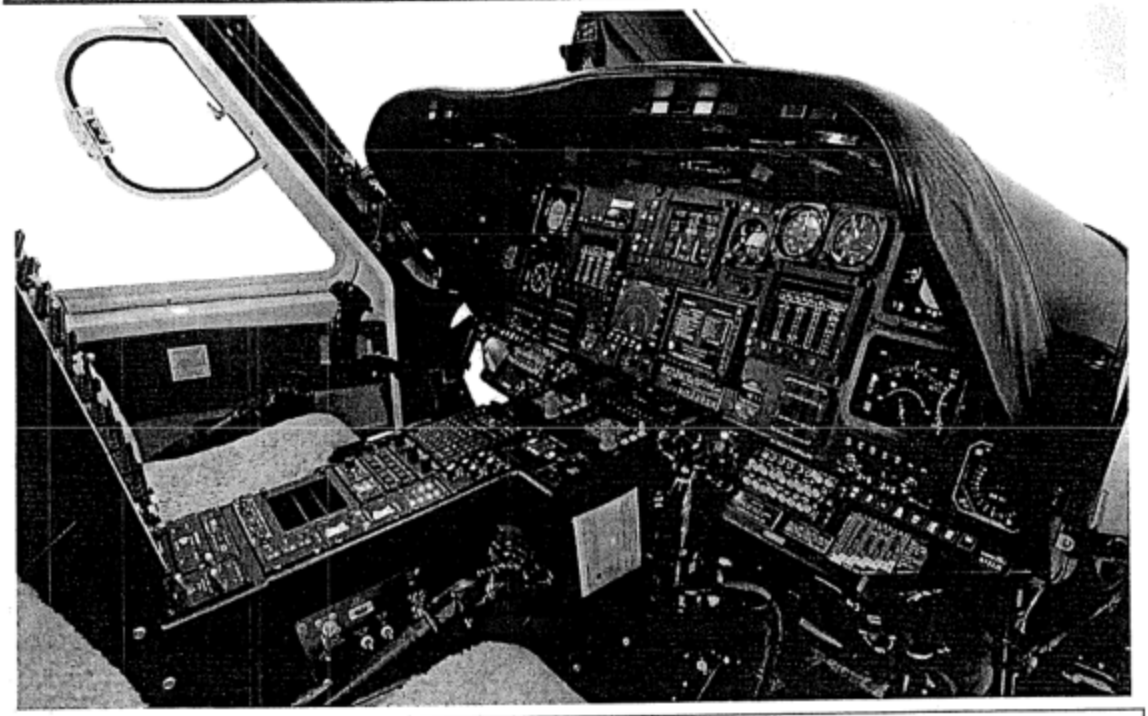
401 INDUSTRIAL AVE. TETERBORO, NJ 07608 - GEORGE@JETASG.COM - (201) 906-1411

15.B

CONFIDENTIAL Subject to Protective Order IATS - 000730
SDNY_GM_02774835
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261475
EFTA01340103

Helicopter Reslales

COCKPIT



AVIONICS: Honeywell Primus II

AIR DATA COMPUTER: Dual Air Data Computers
ATTITUDE HEADING REFERENCE SYSTEM: Dual Litef LCR-92S AHRS
AUTOMATIC DIRECTION FINDER: Single Collins ADF-462 ADF Receiver
COCKPIT VOICE RECORDER: Universal CVR-120
COMMUNICATIONS: Dual Collins VHF-22A VHF Radios
DISTANCE MEASURING EQUIPMENT: Dual Collins DME-42 DME Transceivers
ELECTRONIC FLIGHT INSTRUMENTATION SYSTEM: Honeywell ED-800 EFIS System
EMERGENCY LOCATOR TRANSMITTER: Artex C406-N ELT with Nav Interface
FLIGHT CONTROL SYSTEM / AUTOPILOT: Dual Honeywell FZ-706 Flight Control Computers
FLIGHT MANAGEMENT SYSTEM: Universal UNS-1Fw
GLOBAL POSITIONING SYSTEM: Universal UNS-1Fw WAAS/LPV
MULTI-FUNCTION DISPLAY: Garmin GMX-200 Moving Map and Graphical Weather Display
NAVIGATION: Dual Collins VIR-32 VHF Navigation System
RADIO ALTIMETER: Single Collins ALT-55A Radio Altimeter System
RADIO MANAGEMENT UNIT: Dual Collins RTU-4200 Radio Control Heads
TRAFFIC COLLISION AVOIDANCE SYSTEM: Bendix King TPU-66A TCAS 1 Processor
TRANSPONDER: Dual Collins TDR-94D Transponders with ADS-B Out Version 2
TERRAIN AWARENESS AND WARNING SYSTEM: Honeywell Mark XXII EGPWS
STANDBY INDICATOR: Aerosonic Standby Airspeed and Altitude Indicators
STORMSCOPE: Honeywell LP-850 Lightning Detection System
WEATHER RADAR: Honeywell Primus WU-880 Weather Radar
XM GRAPHICAL WEATHER: Garmin GDL-69 XM Weather Receiver

401 INDUSTRIAL AVE. TETERBORO, NJ 07608 - GEORGE@JETASG.COM - (201) 906-1411

CONFIDENTIAL Subject to Protective Order IATS - 000731

SDNY_GM_02774836

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

EFTA_00261476

EFTA01340104

Helicopter Reslales

CABIN ENTERTAINMENT AND COMMUNICATIONS

COMMUNICATIONS

- Iridium Phone System
- Phone handset in cabin
- Passenger Addressing System

ENTERTAINMENT

- Bose headset jacks for each seat location
- XM Satellite Radio

OTHER EQUIPMENT

- Keith Electric Air-Conditioned Cockpit and Cabin
- Emergency Flotation System
- First Aid Kit
- Dual Crew Flashlights
- Heated Windshields / Windshield Wiper System
- Manual Rotor Brake System
- Tinted Cabin Windows
- Dual Retractable Steps
- Nose Landing Gear Doors
- Pulse Light System
- LED Landing Lights
- Halogen Search Light
- Upper / Lower LED Anti-Collision Lights
- LED Recognition Lights

CONFIDENTIAL Subject to Protective Order IATS - 000732

SDNY_GM_02774837

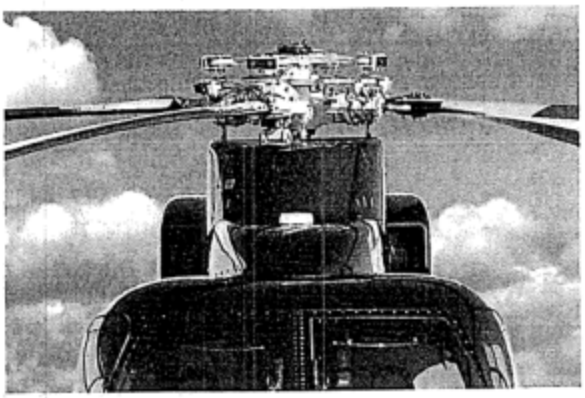
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261477

EFTA01340105

Helicopter Reslales

MAINTENANCE PROGRAMS & INSPECTIONS STATUS



MAINTENANCE & INSPECTIONS

- Airworthiness Date: December 8th, 2008
- Entry into Service: March 17th, 2010
- Sikorsky Gearbox Program
- Maintenance Tracking by Sikorsky Helotrac

INSPECTION STATUS

36 Month c/w June 2019

INTERIOR DESCRIPTION

Original Interior by Keystone Helicopter In 2009
New Interior by International Jet Interior August 2019

Executive eight passenger interior features dual four-person divans. A fold-down armrest in the center of the aft divan features a slide-out drawer with XM radio remote. Bose headset jacks in each seat location allows for intercom, as well as XM radio entertainment, for all passengers.

- LED Wash Lighting
- Overhead LED reading lights and gasper vents
- Lighted cabin door steps
- Cabin controllers in headliner
- Iridium phone handset
- Wood veneer side ledges
- (4) 110V AC outlets
- (4) 12V DC outlets (cigarette outlets)

Note:

Bird Strike incident Front radome of the Helicopter.
New Radome installed and Painted per Sikorsky Maintenance Manuel, there was No Damage to the Radar Dish inside of Radome,

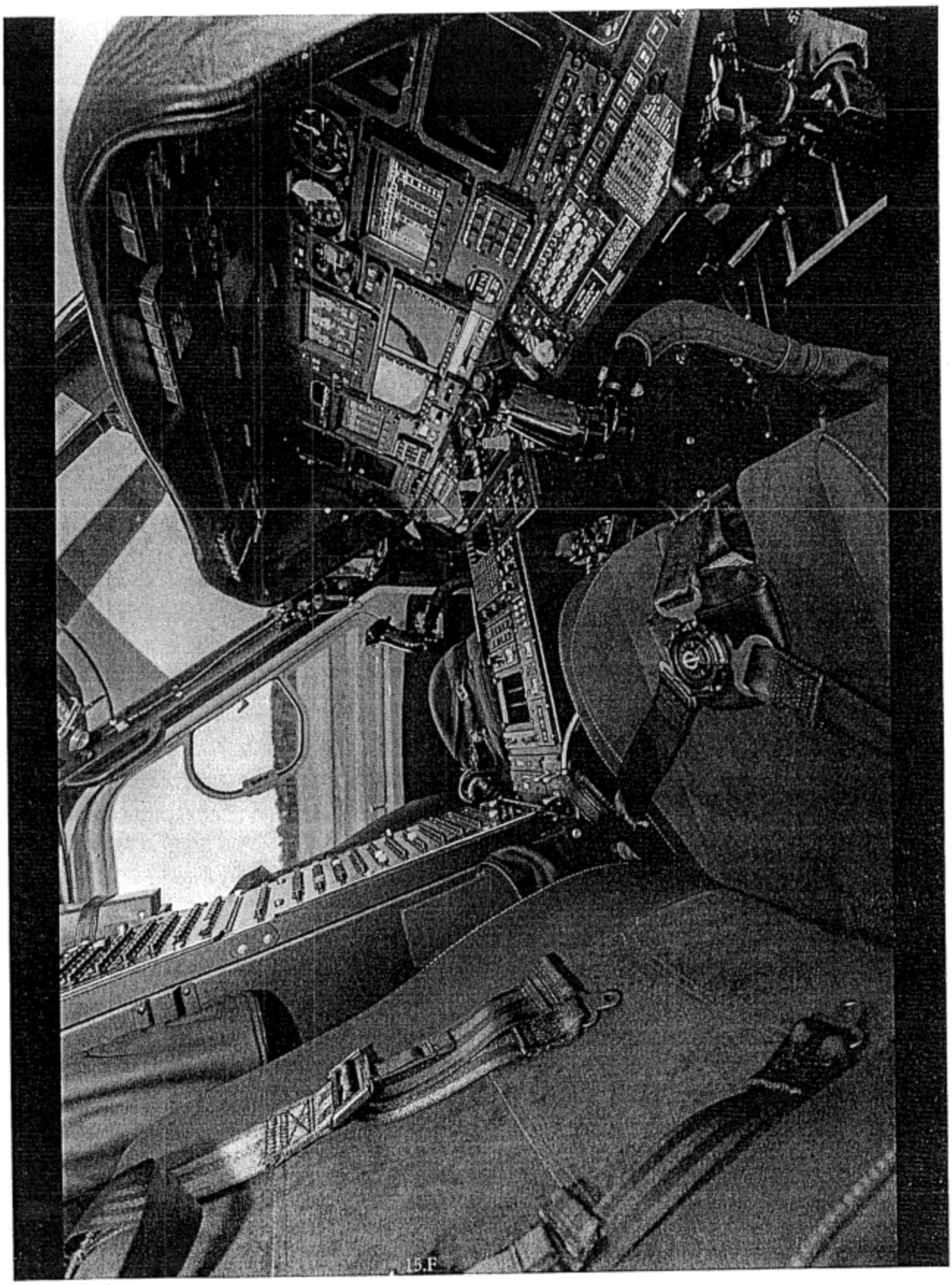
CONFIDENTIAL Subject to Protective Order IATS - 000733

SDNY_GM_02774838

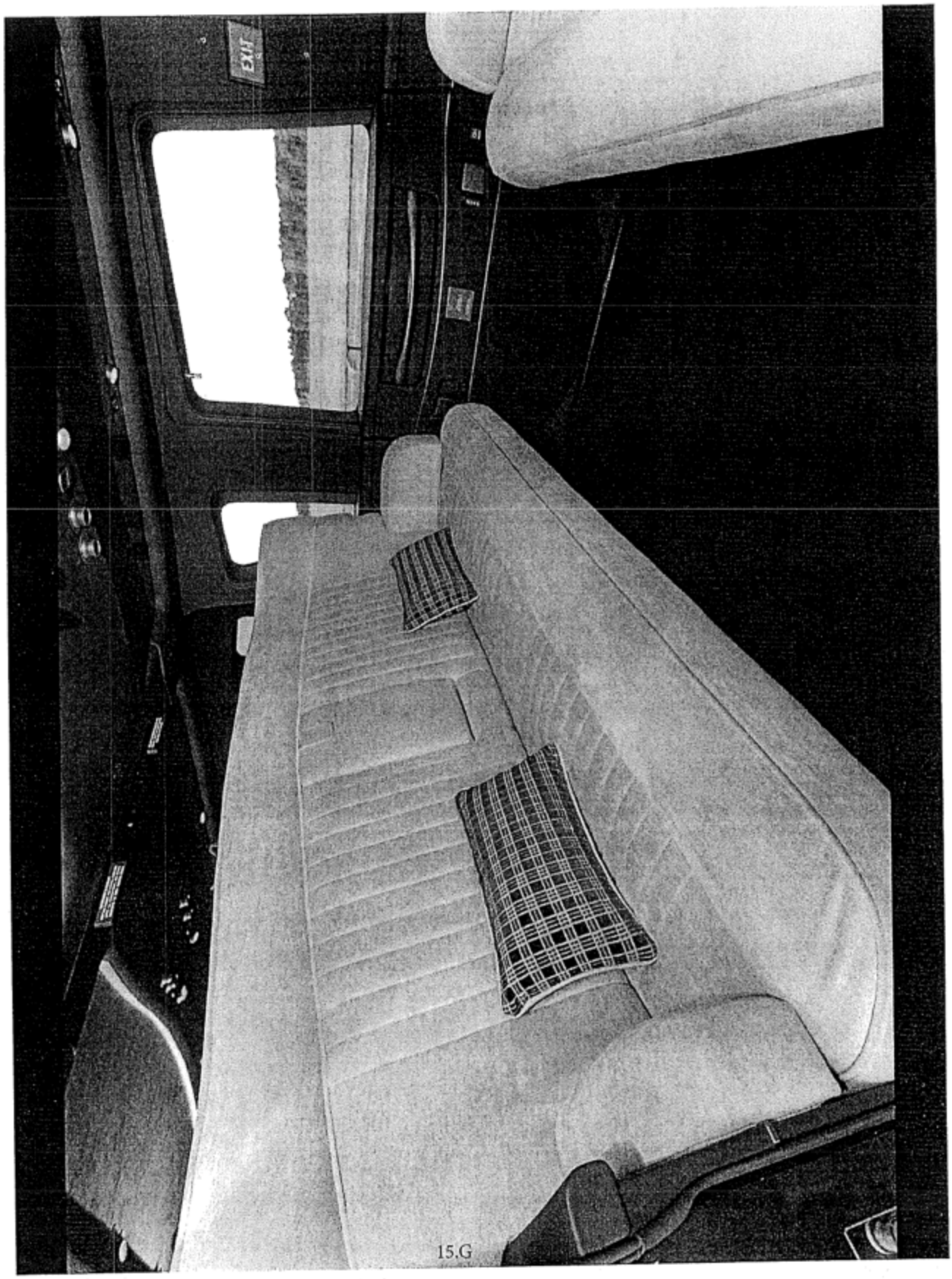
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

EFTA_00261478

EFTA01340106



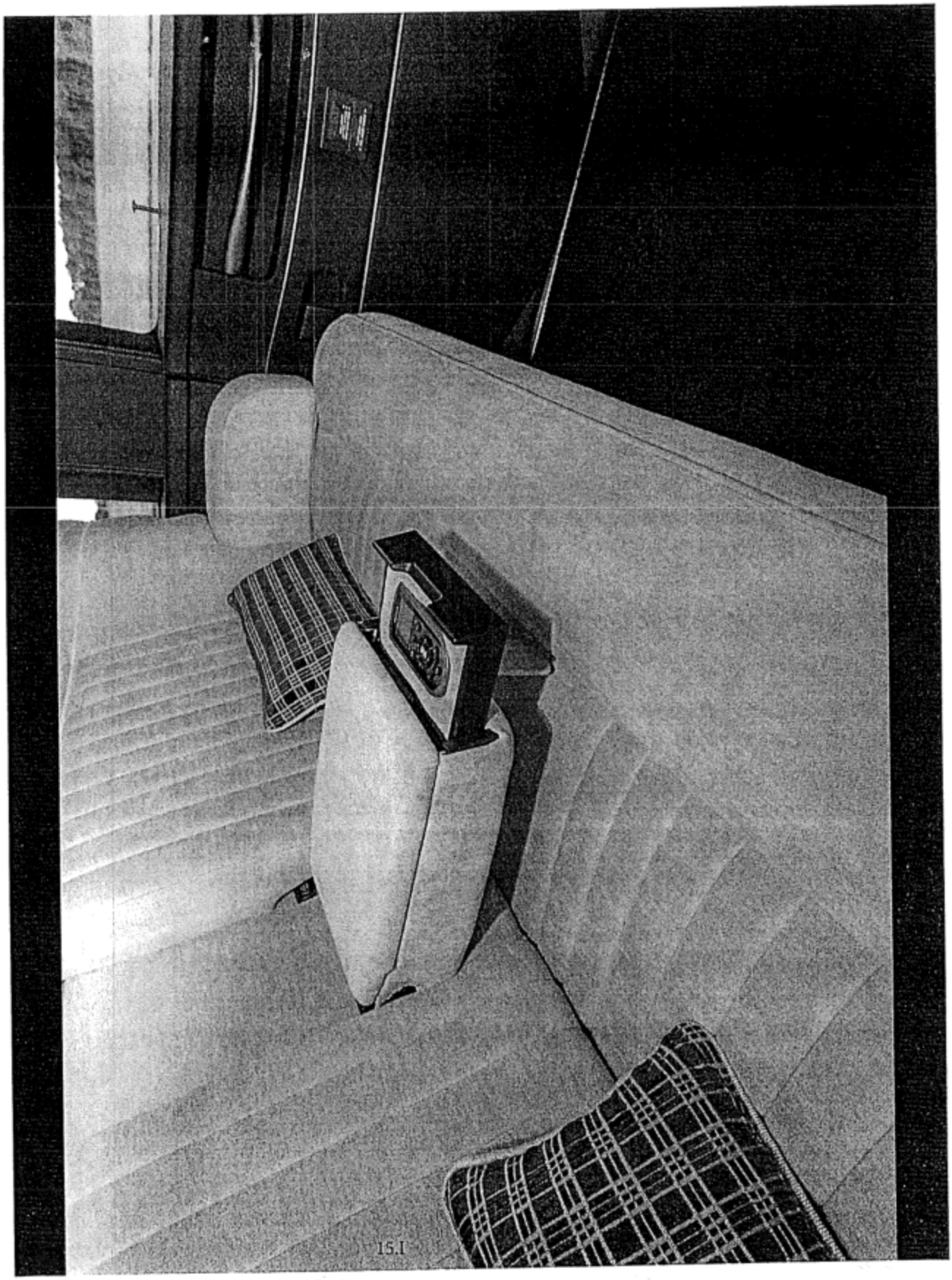
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17



15.G

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

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



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

Helicopter Reslales

EXTERIOR

EXTERIOR DESCRIPTION

Phantom Grey with Silver Platinum Markings

CONFIDENTIAL Subject to Protective Order IATS - 000738

SDNY_GM_02774843

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

EFTA_00261483

EFTA01340111

EXHIBIT B

TO

AIRCRAFT PURCHASE AGREEMENT

BY AND BETWEEN HYPERION AIR, LLC AND HELICOPTER 1029, LLC

Pre-Purchase Inspection Discrepancies

2008 Keystone Helicopter (Sikorsky) S-76C

Manufacturer's Serial No. 760750
U.S. Registration No. N722JE

1. Installation of four (4) overhauled float bottles.
2. Installation of the collective transducer (installed) as included in the service bulletin kit previously obtained from Sikorsky Helicopters and currently in Seller's possession.
3. Overhaul of both fuel selector valves.

Accepted By:

HYPERION AIR, LLC

By: _____
Name: Darren K. Indyke
Title: Authorized Representative

Prepared By:

HELICOPTER 1029, LLC

By: _____
Name: Harry Macklowe
Title: Member

CONFIDENTIAL Subject to Protective Order IATS - 000739
SDNY_GM_02774844
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261484
EFTA01340112

EXHIBIT B

TO

AIRCRAFT PURCHASE AGREEMENT

BY AND BETWEEN HYPERION AIR, LLC AND HELICOPTER 1029, LLC

Pre-Purchase Inspection Discrepancies

2008 Keystone Helicopter (Sikorsky) S-76C

Manufacturer's Serial No. 760750
U.S. Registration No. N722JE

1. Installation of four (4) overhauled float bottles.
2. Installation of the collective transducer (installed) as included in the service bulletin kit previously obtained from Sikorsky Helicopters and currently in Seller's possession.
3. Overhaul of both fuel selector valves.

Accepted By:

HYPERION AIR, LLC

By:_____
Name: Darren K. Indyke
Title: Authorized Representative

Prepared By:

HELICOPTER 1029, LLC

By:_____
Name: Harry Macklowe
Title: Member

CONFIDENTIAL Subject to Protective Order IATS - 000740
SDNY_GM_02774845
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261485
EFTA01340113

EXHIBIT C

TO

AIRCRAFT PURCHASE AGREEMENT

BY AND BETWEEN HYPERION AIR, LLC AND HELICOPTER 1029, LLC

Warranty Bill of Sale

2008 Keystone Helicopter (Sikorsky) S-76C

Manufacturer's Serial No. 760750
U.S. Registration No. N722JE

(See Attached)

CONFIDENTIAL Subject to Protective Order IATS - 000741

SDNY_GM_02774846

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

EFTA_00261486

EFTA01340114

WARRANTY BILL OF SALE

Pursuant to that certain Aircraft Purchase Agreement, dated as of October ___, 2019 (the "Agreement"), by and between HYPERION AIR, LLC, U.S. Virgin Islands limited liability company ("Seller"), and HELICOPTER 1029, LLC, a Delaware limited liability company ("Purchaser"), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller, and being the owner of the full legal and beneficial title in and to that certain used 2008 Keystone Helicopter (Sikorsky) model S-76C aircraft, bearing manufacturer's serial number 760750, and currently registered with the United States Federal Aviation Agency (the "*FAA*") as N722JE, together with said aircraft's two Turbomeca S.A. Model Arriel 2S2 engines, bearing manufacturer's serial numbers 42285TEC and 42286TEC, and with all avionics, equipment systems, furnishings and accessories installed on, contained in or attached to said aircraft and engines, and also including all airframe, engine and accessory logbooks, flight and operation manuals, maintenance and overhaul records, FAA Form 8130s for all life-limited parts, FAA Form 337s and all other records and paperwork relating to the above-described aircraft and engines that are (i) required for Part 91 operations, or (ii) in Seller's possession or control (collectively, the "Aircraft"),

Seller does hereby grant, bargain, sell, convey, transfer and deliver unto Purchaser, all of Seller's right, title and interest in and to the Aircraft.

Seller hereby warrants to Purchaser, its successors and assigns, that Seller is the lawful full legal, record and beneficial owner of 100% of the Aircraft and that there is hereby conveyed to Purchaser good and marketable title to the Aircraft, free and clear of any and all leases, liens, claims, encumbrances and rights of third parties whatsoever, and Seller will warrant and defend such title forever, at the sole expense of Seller, against all claims and demands whatsoever.

EXCEPT FOR THE WARRANTIES SET FORTH IN THE IMMEDIATELY PRECEDING PARAGRAPH (THE "EXPRESS WARRANTIES"), THE AIRCRAFT AND EACH PART THEREOF IS BEING SOLD TO PURCHASER HEREUNDER IN ITS "AS IS, WHERE IS" CONDITION AND "WITH ALL FAULTS" EFFECTIVE AT THE CLOSING. EXCEPT FOR THE EXPRESS WARRANTIES, NEITHER SELLER NOR ITS AGENTS, REPRESENTATIVES OR EMPLOYEES MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER TO PURCHASER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMER OF REPRESENTATIONS AND WARRANTIES, THERE IS (I) NO WARRANTY BY SELLER, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES AS TO THE AIRWORTHINESS OR PHYSICAL CONDITION OF THE AIRCRAFT, (II) NO IMPLIED WARRANTY BY SELLER, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE AIRCRAFT, (III) NO IMPLIED WARRANTY BY SELLER, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, AND (IV) NO WARRANTY BY SELLER, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES AGAINST PATENT INFRINGEMENT OR THE LIKE. IN NO EVENT SHALL EITHER PARTY HERETO BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND.

CONFIDENTIAL Subject to Protective Order IATS - 000742

SDNY_GM_02774847

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

EFTA_00261487

EFTA01340115

IN WITNESS WHEREOF, Seller has caused this Warranty Bill of Sale to be executed by its duly authorized representative, this ____ day of _____, 2019.

HYPERION AIR, LLC

By: _____
Name: _____
Title: _____
Date: _____

CONFIDENTIAL Subject to Protective Order IATS - 000743
SDNY_GM_02774848
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261488
EFTA01340116

EXHIBIT D

TO

AIRCRAFT PURCHASE AGREEMENT

BY AND BETWEEN HYPERION AIR, LLC AND HELICOPTER 1029, LLC

Delivery Receipt

2008 Keystone Helicopter (Sikorsky) S-76C

Manufacturer's Serial No. 760750
U.S. Registration No. N722JE

(See Attached)

CONFIDENTIAL Subject to Protective Order IATS - 000744

SDNY_GM_02774849

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

EFTA_00261489

EFTA01340117

DELIVERY AND ACCEPTANCE RECEIPT

2008 Keystone Helicopter (Sikorsky) S-76C

Manufacturer's Serial No. 760750
U.S. Registration No. N722JE

Pursuant to provisions of that certain Aircraft Purchase Agreement, dated as of November 1, 2019 (the "Agreement"), by and between HYPERION AIR, LLC, a U.S. Virgin Islands limited liability company ("Seller"), and HELICOPTER 1029, LLC, a Delaware limited liability company ("Purchaser"), Purchaser hereby confirms acceptance of delivery from Seller of the aircraft described below, in accordance with the terms and conditions of the Agreement. Capitalized terms used but not otherwise defined herein shall have the same meanings ascribed to such terms in the Agreement.

Airframe:

Make and Model	Keystone Helicopter (Sikorsky) model S-76C
Serial Number	760750
Registration Number	N722JE

Engines:

Make and Model	Turbomeca S.A. model Arriel 2S2
Serial Numbers	42285TEC and 42286TEC

(collectively, the "Aircraft")

Date of Acceptance: _____, 2019

Location of Acceptance: _____

Time of Acceptance: _____

Airframe Cycles: _____
Airframe Hours: _____

Engines	_____	_____
Hours:	_____	_____
Cycles:	_____	_____

Blades:
Hours: _____
Cycles: _____

Purchaser confirms that the Discrepancies that were to be corrected by Seller, at Seller's cost, pursuant to the provisions of the Agreement have been corrected.

PURCHASER ACKNOWLEDGES THAT SELLER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES RELATING TO THE CONDITION, OPERATION, AIRWORTHINESS, QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN, VALUE, MANUFACTURE, WORKMANSHIP, DURABILITY, OR SUITABILITY OF THE AIRCRAFT. PURCHASER

CONFIDENTIAL Subject to Protective Order IATS - 000745
SDNY_GM_02774850
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261490
EFTA01340118

ACKNOWLEDGES THAT IT HAS INSPECTED THE AIRCRAFT AND IS SATISFIED WITH THE CONDITION OF THE AIRCRAFT. PURCHASER AGREES THAT IT IS ACQUIRING THE AIRCRAFT "AS-IS, WHERE IS," AND WITH ALL FAULTS.

Purchaser acknowledges that it has received the Aircraft from Seller in the Delivery Condition and otherwise in a condition consistent with and required by the terms and conditions of the Agreement, and that the Aircraft is otherwise satisfactory to Purchaser.

SELLER:	PURCHASER:
HYPERION AIR, LLC	HELICOPTER 1029, LLC
By: _____	By: _____
Name: Darren K. Indyke	Name: Harry Macklowe
Title: Authorized Representative	Title: Member
Date: _____, 2019	Date: _____, 2019

CONFIDENTIAL Subject to Protective Order IATS - 000746

SDNY_GM_02774851

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

EFTA_00261491

EFTA01340119

STATE OF)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by _____, as the _____ of Hyperion Air, LLC, a U.S. Virgin Islands limited liability company, on behalf of said limited liability company.

_____
NOTARY PUBLIC, STATE OF

STATE OF)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by _____, as the _____ of HELICOPTER 1029, LLC, a _____ limited liability company, on behalf of said limited liability company.

_____
NOTARY PUBLIC, STATE OF

CONFIDENTIAL Subject to Protective Order IATS - 000747
SDNY_GM_02774852
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261492
EFTA01340120

Subject: N722JE
From: "Kim Thompson" [redacted]
Sent: 11/19/2019 12:08:05 PM
To: "Ciborowski, Margaret" [redacted]
Attachments: N722JE PA.pdf

Margaret,
Please find attached executed purchase agreement for this aircraft.

Regards,

Kim Thompson, Escrow Agent
and Assistant to Joan F. Roberts - VP

Insured Aircraft Title Service, LLC.

21 East Main Street, Suite 100, Oklahoma City, OK 73104
Phone: 405-681-6663/Fax: 405-684-5007
kthompson@insuredaircraft.com
www.insuredaircraft.com

------ Original Message ------
From: "Ciborowski, Margaret" [redacted]
To: "Kim Thompson" [redacted]
Sent: 11/19/2019 11:55:04 AM
Subject: {Disarmed} RE: Re[2]: Helicopter 1029 LLC sn 760750

> Hi Kim,
>
> Any updates on this one? Sorry to be a pain, trying to figure out where we are.
>
> Thanks!
>
> **From:** Ciborowski, Margaret
> **Sent:** Tuesday, November 12, 2019 9:06 AM
> **To:** 'Kim Thompson' [redacted]
> **Subject:** RE: Re[2]: Helicopter 1029 LLC sn 760750
>
> Thanks Kim. Yep we are financing, I have a tentative closing date of the 30th so it's still pretty early but

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

Subject: Escrow for N722JE
From: "Michael Kolich" [redacted]
Sent: 11/4/2019 10:09:49 AM
To: "Kim Thompson" [redacted]
CC: "Joan Roberts" [redacted]
Attachments: N722JE - APA 11.1.19PM Executed.pdf

Good Morning Kim,

Can we open an escrow account for the attached APA. Also please:

1. Execute the consent and fill in escrow fees on page 14
2. Run FAA/IR searches
3. Send wire instructions

Looking to close around the end of the month. Do you know what days Thanksgiving will affect the FAA and IATS yet?

Thanks,
Mike.

JETLAW.COM®

Michael D. Kolich, Attorney
[redacted]
Jetlaw, LLC
Kansas City 21628 Midland Dr., Shawnee, KS 66218
Washington, DC 1020 16th St. N.W., Ste 700, Washington, DC 20036
Jetquestions. **Jet**answers. **Jetlaw.**

Any form of conversation provided to you by any member of Jetlaw, LLC is intended for informational purposes only and shall not constitute an Attorney-Client relationship. Jetlaw, LLC does not enter into an attorney-client relationship until it speaks to the potential client, checks for potential conflicts of interest, and issues an engagement letter and receives an executed copy of the engagement letter for our files.

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

Airframe:

Make and Model	Keystone (Sikorsky) model S-76C
Serial Number	760750
Registration Number	N722JE

Engines:

Make and Model	Turbomeca S.A. model Arriel 2S2
Serial Numbers	42285TEC & 42286TEC

Main Rotor Blades ("Blades"):

Make and Model	Sikorsky Model 76150-09100-053
Serial Numbers	A086-03958, A086-03773, A086-03768 & A086-03769

(collectively, the "Aircraft")

Date of Acceptance: _____, 2019

Location of Acceptance: _____

Time of Acceptance: _____

Airframe Cycles: _____
Airframe Hours: _____

Engines	_____	_____
Hours:	_____	_____
Cycles:	_____	_____

Blades:
Hours: _____
Cycles: _____

Seller confirms that the Discrepancies and Additional Remediation Items that were to be corrected by Seller, at Seller's cost, per the provisions of the Agreement have been corrected.

Upon receipt by Escrow Agent of each of the Title Documents, confirmation by Escrow Agent that the Aircraft is free and clear of Liens of record at the FAA Civil Aviation Registry and the International Registry, and confirmation by Escrow Agent of funds sufficient to effect the closing contemplated by the Agreement: (i) Escrow Agent is authorized to (a) cause the FAA Bill of Sale, the Aircraft Registration Application, any Releases and any other documents necessary to

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

Subject: N722JE serial 760750 S76C++
From: "Larry Visoski" [redacted]
Sent: 10/1/2019 2:00:18 PM
To: [redacted]
CC: "George Reenstra" [redacted]; "Larry" [redacted]
Attachments: IMG_2004.PNG

Brandee,
Per your request, see attach serial number,
Thx,'
larry

CONFIDENTIAL Subject to Protective Order IATS - 000751
SDNY_GM_02774856
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Insured Aircraft Title Service, LLC.
P.O. Box 19527 • Oklahoma City, Oklahoma 73144 • (405) 681-6663
(800) 654-4882
FAX #405-681-9299

TERMS AND CONDITIONS OF ESCROW SERVICES PROVIDED BY INSURED AIRCRAFT TITLE SERVICE, LLC ("IATS")

The following terms and conditions shall apply to the services provided by IATS.

IATS shall act as stakeholder and shall not be responsible for genuineness, validity, sufficiency or collectability of funds or documents deposited with it or any description of property or other thing therein, and shall not be required to determine existence of any fact or decide any questions of law. IATS shall not be liable for the condition or value of any property involved in any transaction. IATS shall not be liable in any respect on the account of identity, authority or rights of the persons executing or delivering or purporting to execute or deliver any such document, paper or funds, and IATS shall not be responsible for any forgery or false representation; its duties hereunder being limited to the safekeeping of such funds, instruments or other documents received by it, and for the delivery of the same in accordance with any agreement between a purchaser and seller or the mutual instruction of such parties. IATS shall not be liable for any errors or irregularities arising from the records of any governmental agency, including the International Registry or the Federal Aviation Administration.

Until IATS is provided with and acknowledges receipt of a fully executed purchase and sale agreement between a purchaser and seller governing any funds or documents that IATS is provided or written confirmation from the depositor of any funds that funds delivered to IATS have become non-refundable, IATS shall have the right to deliver any documents, moneys or instruments deposited or delivered to IATS to the respective parties depositing such documents, moneys or instruments and that redelivery of such documents, moneys or instruments shall relieve IATS from any further liability with reference thereto; this provision, however, may at any time be waived by IATS.

The undersigned hereby acknowledges and agrees that IATS may perform other services for one or more of the parties to a transaction, including, without limitation, providing services relating to the status of the title to any aircraft which may be the subject of any agreement between a purchaser and seller.

Notwithstanding anything to the contrary contained in any contract between any purchaser and seller, the parties acknowledge and agree that, from time to time, IATS is requested to serve as the escrow agent in connection with a series of transactions involving the same aircraft and the simultaneous closings of such transactions. To that end, each transacting party acknowledges that the transaction to which it is a party may involve a situation where (1) the aircraft being acquired may be being purchased from another seller, (2) the aircraft that is being sold by a seller may be being immediately resold to a different purchaser, (3) that there may be simultaneous closings of the purchases and sales, and (4) that all funds being used to fund the purchases and sales of the aircraft may be being deposited with IATS by the ultimate purchaser, and that IATS, upon authorization from the appropriate parties, may use said funds to fund the purchase of the aircraft or otherwise dispose of the funds in accordance with the terms of the contract(s) involving the purchase(s) and sale(s) of the aircraft.

CONFIDENTIAL Subject to Protective Order IATS - 000752
SDNY_GM_02774857
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261497
EFTA01340125

The transacting parties are responsible for the negotiation and preparation of any contract(s) involving the purchase(s) and sale(s) of the aircraft involved in the transaction. IATS shall have no responsibility whatsoever for the contents of any contract(s). If more than one contract is involved, IATS shall have no responsibility to make a comparison of the contracts to evaluate whether there are any inconsistencies between the terms of the contracts, and IATS shall have no liability or responsibility whatsoever for any inconsistencies between the terms of any contracts.

Upon confirmation by IATS that IATS is holding the documents contemplated by the contract(s) (or as otherwise authorized by the transacting parties) and escrowed funds in an amount necessary to close the transaction(s) contemplated by the contract(s) delivered to IATS, the transacting parties shall authorize IATS to consummate and close the sale(s) and purchase(s) contemplated by the contract(s), and upon receipt of such authorization IATS is authorized and directed to release the documents as contemplated by the contract(s) and disburse the escrowed funds in accordance with the terms contemplated by the contract(s) or as otherwise instructed by the parties.

In accepting any funds or documents delivered to IATS, it is agreed and understood that IATS will not be called upon to construe any contract or instrument deposited. In the event that IATS deems it necessary or advisable, in its sole discretion, to employ attorneys for the reasonable protection of the escrow property and/or of itself, IATS shall have the right to be reimbursed by the transacting parties for any attorneys' fees incurred. Should a transaction fail to close for any reason, the transacting parties will be charged a handling fee (minimum of $150.00), plus all incurred expenses, which may be retained from the funds held by IATS.

In the event of a dispute between the transacting parties, IATS reserves the right to hold any money in its possession, and all papers in connection with or concerning this escrow, until a mutual agreement in writing has been reached between all of said parties and delivered to it or until delivery is legally authorized and ordered by final judgment or decree of the United States District Court for the Western District of Oklahoma, the District Court of Oklahoma County, Oklahoma, or other court of competent jurisdiction; and in case IATS obeys or complies with any judgment, order or decree of a court of competent jurisdiction, it shall not be liable to any of the transacting parties nor to any other person or entity by reason of such compliance, notwithstanding any such judgment, order or decree be subsequently reversed, modified, annulled, set aside or vacated. IATS shall not be liable for any acts or omissions done in good faith, nor for any claims, demands or losses, nor for any damages made or suffered by any party, except such as may arise through or be caused by its bad faith or gross negligence.

These Terms and Conditions and the services provided by IATS shall be governed by and construed in accordance with the law of the State of Oklahoma. Notwithstanding any provision contained in any purchase agreement or other agreement between a purchaser and seller, the District Court of Oklahoma County, Oklahoma, or the United States District Court for the Western District of Oklahoma shall have exclusive jurisdiction to hear all disputes against IATS and no other courts shall have any jurisdiction whatsoever in respect of such disputes against IATS. The foregoing shall not affect the governing law and/or jurisdiction and venue provisions in any agreement between a seller and purchaser to the extent that any dispute does not involve IATS in any manner.

These Terms and Conditions govern all duties and liabilities of IATS notwithstanding any terms contained in any contract between the transacting parties, and in the event of any inconsistency between these Terms and Conditions and any such contract, these Terms and Conditions shall govern.

(Rev. 3/17)

CONFIDENTIAL Subject to Protective Order IATS - 000753

SDNY_GM_02774858

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

EFTA_00261498

EFTA01340126

Insured Aircraft Title Service, LLC
21 E. Main Street, Suite 100, Oklahoma City, OK 73104
405-681-6663 800-654-4882
FAX: 405-681-9299

ESCROW AGREEMENT

N722JE Keystone Helicopter S-76C S/N 760750

With regard to the Sale/Purchase of the above referenced aircraft, this will confirm the terms by which Insured Aircraft title Service, Inc. will act as the Escrow Agent until a fully executed Purchase Agreement has been provided wherein the terms and conditions of funds and documents held in escrow are outlined:

1.) I.A.T. hold a deposit or the entire purchase price in Escrow and such funds as fully refundable to the Depositor until we of written instructions from the Depositor directing the -n of such funds.

ollect from Seller all documents necessary for tle to pass to the Purchaser. These documents, like held by the direction of the Depositor (Seller).

Once been executed by both the Purchaser and Seller, I.A.T.S. will e. ue Escrow Agent and all Parties will be bound by the terms and condit as. The Agreement must direct the release of funds and documents upon the completion of certain requirements met by the Parties.

Our Complete Terms and Conditions are attached.

If there are any questions or if additional information is desired, please feel free to contact me at 800-654-4882 or 405-681-6663 and fax 405-682-0818.

Sincerely,
Joan F. Roberts
Vice President
Insured Aircraft Title Service
21 E. Main Street, Suite 100
Oklahoma City, OK 73104

CONFIDENTIAL Subject to Protective Order IATS - 000754
SDNY_GM_02774859
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261499
EFTA01340127

Subject: N722JE
From: "Brandee Wilson" [redacted]
Sent: 10/1/2019 12:26:31 PM
To: [redacted]
Attachments: N722JE Escrow Agreement.pdf; IATS Terms and Conditions (2).pdf

Hello,

Please see attached our escrow agreement and our terms and conditions.

Thank you!

Brandee Wilson
Assistant for Joan F. Roberts - VP
Insured Aircraft Title Service, LLC
21 East Main, Suite 100
Oklahoma City, OK 73104
Phone: 405-681-6663
Fax: 405-682-0818
[redacted]
www.insuredaircraft.com

CONFIDENTIAL Subject to Protective Order IATS - 000755
SDNY_GM_02774860
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261500
EFTA01340128

FAA Docs
& Filings

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

DocuSign Envelope ID: 94EBBB94-206E-4931-9E05-02478A6EAD6C

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

OMB Control No. 2120-0042
Exp. 09/30/2018

AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF $ 10&OVC THE UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:

UNITED STATES REGISTRATION NUMBER **N** 722JE

AIRCRAFT MANUFACTURER & MODEL
Keystone Helicopter S-76C

AIRCRAFT SERIAL NO.
760750

DOES THIS DAY OF December , 2019
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.)

HELICOPTER 1029, LLC
767 Fifth Avenue
New York, New York 10153

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 DAY OF Dec., 2019.

SELLER

NAME(S) OF SELLER (TYPED OR PRINTED)	SIGNATURE(S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
Hyperion Air, LLC	DocuSigned by: Lawrence Visoski 844EB12002F44C9...	Manager
	Lawrence Visoski	

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

ORIGINAL: TO FAA:

v2.3 (10/18)

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

DocuSign Envelope ID: 8F03333D-465F-4CBF-AB66-41D12731A742

WARRANTY BILL OF SALE

Pursuant to that certain Aircraft Purchase Agreement, dated as of November 1, 2019 (the "Agreement"), by and between HYPERION AIR, LLC, U.S. Virgin Islands limited liability company ("Seller"), and HELICOPTER 1029, LLC, a Delaware limited liability company ("Purchaser"), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller, and being the owner of the full legal and beneficial title in and to that certain used 2008 Keystone Helicopter (Sikorsky) model S-76C aircraft, bearing manufacturer's serial number 760750, and currently registered with the United States Federal Aviation Agency (the "*FAA*") as N722JE, together with said aircraft's two Turbomeca S.A. Model Arriel 2S2 engines, bearing manufacturer's serial numbers 42285TEC and 42286TEC, and with all avionics, equipment systems, furnishings and accessories installed on, contained in or attached to said aircraft and engines, and also including all airframe, engine and accessory logbooks, flight and operation manuals, maintenance and overhaul records, FAA Form 8130s for all life-limited parts, FAA Form 337s and all other records and paperwork relating to the above-described aircraft and engines that are (i) required for Part 91 operations, or (ii) in Seller's possession or control (collectively, the "Aircraft"),

Seller does hereby grant, bargain, sell, convey, transfer and deliver unto Purchaser, all of Seller's right, title and interest in and to the Aircraft.

Seller hereby warrants to Purchaser, its successors and assigns, that Seller is the lawful full legal, record and beneficial owner of 100% of the Aircraft and that there is hereby conveyed to Purchaser good and marketable title to the Aircraft, free and clear of any and all leases, liens, claims, encumbrances and rights of third parties whatsoever, and Seller will warrant and defend such title forever, at the sole expense of Seller, against all claims and demands whatsoever.

EXCEPT FOR THE WARRANTIES SET FORTH IN THE IMMEDIATELY PRECEDING PARAGRAPH (THE "EXPRESS WARRANTIES"), THE AIRCRAFT AND EACH PART THEREOF IS BEING SOLD TO PURCHASER HEREUNDER IN ITS "AS IS, WHERE IS" CONDITION AND "WITH ALL FAULTS" EFFECTIVE AT THE CLOSING. EXCEPT FOR THE EXPRESS WARRANTIES, NEITHER SELLER NOR ITS AGENTS, REPRESENTATIVES OR EMPLOYEES MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER TO PURCHASER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMER OF REPRESENTATIONS AND WARRANTIES, THERE IS (I) NO WARRANTY BY SELLER, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES AS TO THE AIRWORTHINESS OR PHYSICAL CONDITION OF THE AIRCRAFT, (II) NO IMPLIED WARRANTY BY SELLER, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE AIRCRAFT, (III) NO IMPLIED WARRANTY BY SELLER, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, AND (IV) NO WARRANTY BY SELLER, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES AGAINST PATENT INFRINGEMENT OR THE LIKE. IN NO EVENT SHALL EITHER PARTY HERETO BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND.

CONFIDENTIAL Subject to Protective Order IATS - 000758

SDNY_GM_02774863

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

EFTA_00261503

EFTA01340131

IN WITNESS WHEREOF, Seller has caused this Warranty Bill of Sale to be executed by its duly authorized representative, this ____ day of _____, 2019.

HYPERION AIR, LLC

DocuSigned by:
Lawrence Visoski
844EB12002F44C9...

By: _____
Name: Lawrence Visoski
Title: Manager
Date: _____

CONFIDENTIAL Subject to Protective Order IATS - 000759
SDNY_GM_02774864
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261504
EFTA01340132

Subject: N722JE
From: "Joan Roberts" [redacted]
Sent: 11/27/2019 12:53:44 PM
To: "'Larry Visoski'" [redacted]; "'Darren Indyke'" [redacted]

Larry - for some reason I only received your signature on the Warranty Bill of Sale through Docusign. Was there a specific reason for this or did you just fail to scroll all the way down to affix your signature to the other document?

Joan F. Roberts
Vice President
Insured Aircraft Title Service, LLC
21 East Main, Suite 100
Oklahoma City, Oklahoma 73104
[redacted]
jroberts@insuredaircraft.com
www.insuredaircraft.com

Please be aware. Online bank fraud is on the rise and it is important that you be cautious before wiring funds. If you receive an email containing WIRE TRANSFER INSTRUCTIONS call your escrow officer before wiring funds to verify the accuracy of the wiring instructions. Your escrow officer can be reached at (405)681-6663.
BE VERY CAREFUL IN WIRING FUNDS.

CONFIDENTIAL Subject to Protective Order IATS - 000760
SDNY_GM_02774865
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261505
EFTA01340133

DocuSign SECURED

Certificate Of Completion

Envelope Id: 8F03333D465F4CBFAB6641D12731A742
Subject: Please DocuSign: N722JE Warr BoS_001.pdf
Source Envelope:
Document Pages: 2 Signatures: 1
Certificate Pages: 5 Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:
Joan Roberts
21 E Main St
STE 100
OKLAHOMA CITY, OK 73104
[redacted]
IP Address: 98.174.167.28

Record Tracking

Status: Original
11/26/2019 4:49:58 PM

Holder: Joan Roberts
jroberts@insuredaircraft.com

Location: DocuSign

Signer Events	Signature	Timestamp
Lawrence Visoski [redacted] Security Level: Email, Account Authentication (None) **Signature Provider Details:** Signature Type: DS Digital **Electronic Record and Signature Disclosure:** Accepted: 11/26/2019 10:18:46 PM ID: 7dbd4a0c-f153-4ea6-8f6b-9347e7f3dad2 Company Name: Insured Aircraft Title Service	DocuSigned by: Lawrence Visoski Signature Adoption: Pre-selected Style Using IP Address: 107.77.201.65	Sent: 11/26/2019 4:51:28 PM Viewed: 11/26/2019 10:18:46 PM Signed: 11/26/2019 10:19:19 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Darren Indyke [redacted] Security Level: Email, Account Authentication (None) **Signature Provider Details:** Signature Type: DS Electronic **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 11/26/2019 4:51:28 PM Viewed: 11/26/2019 4:54:46 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/26/2019 4:51:28 PM

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

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	11/26/2019 10:18:46 PM
Signing Complete	Security Checked	11/26/2019 10:19:19 PM
Completed	Security Checked	11/26/2019 10:19:19 PM
Payment Events	**Status**	**Timestamps**
Electronic Record and Signature Disclosure		

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

Electronic Record and Signature Disclosure created on: 12/5/2018 1:39:40 PM
Parties agreed to: Lawrence Visoski

TERMS AND CONDITIONS OF ESCROW SERVICES PROVIDED BY INSURED AIRCRAFT TITLE SERVICE, LLC ("IATS")

The following terms and conditions shall apply to the services provided by IATS.

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The undersigned hereby acknowledges and agrees that IATS may perform other services for one or more of the parties to a transaction, including, without limitation, providing services relating to the status of the title to any aircraft which may be the subject of any agreement between a purchaser and seller.

Notwithstanding anything to the contrary contained in any contract between any purchaser and seller, the parties acknowledge and agree that, from time to time, IATS is requested to serve as the escrow agent in connection with a series of transactions involving the same aircraft and the simultaneous closings of such transactions. To that end, each transacting party acknowledges that the transaction to which it is a party may involve a situation where (1) the aircraft being acquired may be being purchased from another seller, (2) the aircraft that is being sold by a seller may be being immediately resold to a different purchaser, (3) that there may be simultaneous closings of the purchases and sales, and (4) that all funds being

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

used to fund the purchases and sales of the aircraft may be being deposited with IATS by the ultimate purchaser, and that IATS, upon authorization from the appropriate parties, may use said funds to fund the purchase of the aircraft or otherwise dispose of the funds in accordance with the terms of the contract(s) involving the purchase(s) and sale(s) of the aircraft.

The transacting parties are responsible for the negotiation and preparation of any contract(s) involving the purchase(s) and sale(s) of the aircraft involved in the transaction. IATS shall have no responsibility whatsoever for the contents of any contract(s). If more than one contract is involved, IATS shall have no responsibility to make a comparison of the contracts to evaluate whether there are any inconsistencies between the terms of the contracts, and IATS shall have no liability or responsibility whatsoever for any inconsistencies between the terms of any contracts.

Upon confirmation by IATS that IATS is holding the documents contemplated by the contract(s) (or as otherwise authorized by the transacting parties) and escrowed funds in an amount necessary to close the transaction(s) contemplated by the contract(s) delivered to IATS, the transacting parties shall authorize IATS to consummate and close the sale(s) and purchase(s) contemplated by the contract(s), and upon receipt of such authorization IATS is authorized and directed to release the documents as contemplated by the contract(s) and disburse the escrowed funds in accordance with the terms contemplated by the contract(s) or as otherwise instructed by the parties.

In accepting any funds or documents delivered to IATS, it is agreed and understood that IATS will not be called upon to construe any contract or instrument deposited. In the event that IATS deems it necessary or advisable, in its sole discretion, to employ attorneys for the reasonable protection of the escrow property and/or of itself, IATS shall have the right to be reimbursed by the transacting parties for any attorneys' fees incurred. Should a transaction fail to close for any reason, the transacting parties will be charged a handling fee (minimum of $150.00), plus all incurred expenses, which may be retained from the funds held by IATS.

In the event of a dispute between the transacting parties, IATS reserves the right to hold any money in its possession, and all papers in connection with or concerning this escrow, until a mutual agreement in writing has been reached between all of said parties and delivered to it or until delivery is legally authorized and ordered by final judgment or decree of the United States District Court for the Western District of Oklahoma, the District Court of Oklahoma County, Oklahoma, or other court of competent jurisdiction; and in case IATS obeys or complies with any judgment, order or decree of a court of competent jurisdiction, it shall not be liable to any of the transacting parties nor to any other person or entity by reason of such compliance, notwithstanding any such judgment, order or decree be subsequently reversed, modified, annulled, set aside or vacated. IATS shall not be liable for any acts or omissions done in good faith, nor for any claims, demands or losses, nor for any damages made or suffered by any party, except such as may arise through or be caused by its bad faith or gross negligence.

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

These Terms and Conditions and the services provided by IATS shall be governed by and construed in accordance with the law of the State of Oklahoma. Notwithstanding any provision contained in any purchase agreement or other agreement between a purchaser and seller, the District Court of Oklahoma County, Oklahoma, or the United States District Court for the Western District of Oklahoma shall have exclusive jurisdiction to hear all disputes against IATS and no other courts shall have any jurisdiction whatsoever in respect of such disputes against IATS. The foregoing shall not affect the governing law and/or jurisdiction and venue provisions in any agreement between a seller and purchaser to the extent that any dispute does not involve IATS in any manner.

These Terms and Conditions govern all duties and liabilities of IATS notwithstanding any terms contained in any contract between the transacting parties, and in the event of any inconsistency between these Terms and Conditions and any such contract, these Terms and Conditions shall govern.

(Rev. 3/17)

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

WARRANTY BILL OF SALE

Pursuant to that certain Aircraft Purchase Agreement, dated as of November 1, 2019 (the "Agreement"), by and between HYPERION AIR, LLC, U.S. Virgin Islands limited liability company ("Seller"), and HELICOPTER 1029, LLC, a Delaware limited liability company ("Purchaser"), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller, and being the owner of the full legal and beneficial title in and to that certain used 2008 Keystone Helicopter (Sikorsky) model S-76C aircraft, bearing manufacturer's serial number 760750, and currently registered with the United States Federal Aviation Agency (the "*FAA*") as N722JE, together with said aircraft's two Turbomeca S.A. Model Arriel 2S2 engines, bearing manufacturer's serial numbers 42285TEC and 42286TEC, and with all avionics, equipment systems, furnishings and accessories installed on, contained in or attached to said aircraft and engines, and also including all airframe, engine and accessory logbooks, flight and operation manuals, maintenance and overhaul records, FAA Form 8130s for all life-limited parts, FAA Form 337s and all other records and paperwork relating to the above-described aircraft and engines that are (i) required for Part 91 operations, or (ii) in Seller's possession or control (collectively, the "Aircraft"),

Seller does hereby grant, bargain, sell, convey, transfer and deliver unto Purchaser, all of Seller's right, title and interest in and to the Aircraft.

Seller hereby warrants to Purchaser, its successors and assigns, that Seller is the lawful full legal, record and beneficial owner of 100% of the Aircraft and that there is hereby conveyed to Purchaser good and marketable title to the Aircraft, free and clear of any and all leases, liens, claims, encumbrances and rights of third parties whatsoever, and Seller will warrant and defend such title forever, at the sole expense of Seller, against all claims and demands whatsoever.

EXCEPT FOR THE WARRANTIES SET FORTH IN THE IMMEDIATELY PRECEDING PARAGRAPH (THE "EXPRESS WARRANTIES"), THE AIRCRAFT AND EACH PART THEREOF IS BEING SOLD TO PURCHASER HEREUNDER IN ITS "AS IS, WHERE IS" CONDITION AND "WITH ALL FAULTS" EFFECTIVE AT THE CLOSING. EXCEPT FOR THE EXPRESS WARRANTIES, NEITHER SELLER NOR ITS AGENTS, REPRESENTATIVES OR EMPLOYEES MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER TO PURCHASER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMER OF REPRESENTATIONS AND WARRANTIES, THERE IS (I) NO WARRANTY BY SELLER, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES AS TO THE AIRWORTHINESS OR PHYSICAL CONDITION OF THE AIRCRAFT, (II) NO IMPLIED WARRANTY BY SELLER, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE AIRCRAFT, (III) NO IMPLIED WARRANTY BY SELLER, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, AND (IV) NO WARRANTY BY SELLER, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES AGAINST PATENT INFRINGEMENT OR THE LIKE. IN NO EVENT SHALL EITHER PARTY HERETO BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND.

CONFIDENTIAL Subject to Protective Order IATS - 000766

SDNY_GM_02774871

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

EFTA_00261511

EFTA01340139

IN WITNESS WHEREOF, Seller has caused this Warranty Bill of Sale to be executed by its duly authorized representative, this ____ day of _____, 2019.

HYPERION AIR, LLC

By: _____
Name: Lawrence Visoski
Title: Manager
Date: _____

CONFIDENTIAL Subject to Protective Order IATS - 000767
SDNY_GM_02774872
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261512
EFTA01340140

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

OMB Control No. 2120-0042
Exp. 09/30/2018

AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF $ 10&OVC THE UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:

UNITED STATES REGISTRATION NUMBER **N** 722JE

AIRCRAFT MANUFACTURER & MODEL
Keystone Helicopter S-76C

AIRCRAFT SERIAL NO.
760750

DOES THIS DAY OF December , 2019
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.)

HELICOPTER 1029, LLC
767 Fifth Avenue
New York, New York 10153

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 DAY OF Dec., 2019.

SELLER

NAME(S) OF SELLER (TYPED OR PRINTED)	SIGNATURE(S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
Hyperion Air, LLC		Manager
	Lawrence Visoski	

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

ORIGINAL: TO FAA:

v2.3 (10/18)

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

Subject: N722JE
From: "Kim Thompson" [redacted]
Sent: 11/26/2019 12:46:48 PM
To: "Michael Kolich" [redacted]
Attachments: N722JE bos.pdf

Mike,
Attached are copy of the bills of sale on file with the FAA for your records.
I am having a chain of title completed. But thought you may want the documents on file as well.

Regards.

Kim Thompson, Escrow Agent
and Assistant to Joan F. Roberts - VP

Insured Aircraft Title Service, LLC.

21 East Main Street, Suite 100, Oklahoma City, OK 73104
Phone: 405-681-6663/Fax: 405-684-5007
kthompson@insuredaircraft.com
www.insuredaircraft.com

Please be aware. Online bank fraud is on the rise and it is important that you be cautious before wiring funds. If you receive an email containing WIRE TRANSFER INSTRUCTIONS call your escrow officer before wiring funds to verify the accuracy of the wiring instructions. Your escrow officer can be reached at (405)681-6663.
BE VERY CAREFUL IN WIRING FUNDS.

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

PH001658 Conveyance Recorded Jan/07/2009 11:36 AM FAA

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

FORM APPROVED
OMB NO. 2120-0042
08/31/2008

AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF $ 1and8/e THE UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:

UNITED STATES REGISTRATION NUMBER **N750A**

AIRCRAFT MANUFACTURER & MODEL
Keystone Helicopter Corporation S-76C

AIRCRAFT SERIAL No.
760750

DOES THIS 30th DAY OF Dec., 2008, HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:

Do Not Write In This Block
FOR FAA USE ONLY

PURCHASER

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

Sikorsky Aircraft Corporation
6900 Main Street
Stratford, CT 06614

DEALER CERTIFICATE NUMBER

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

IN TESTIMONY WHEREOF I HAVE SET my HAND AND SEAL THIS 30th DAY OF Dec., 2008.

SELLER

NAME(S) OF SELLER (TYPED OR PRINTED)	SIGNATURE(S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
Keystone Helicopter Corporation	[signature]	President
	David A. Ford	

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

ORIGINAL: TO FAA

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

CAR CERT A

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

CERTIFICATE

I hereby certify that I have compared this instrument with the original instrument and it is a true and correct copy of said original.

Diana Myers

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2008 DEC 30 PM 3 40
OKLAHOMA CITY
OKLAHOMA

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

PH001657 Conveyance Recorded Jan/07/2009 11:43 AM FAA

FORM APPROVED
OMB NO. 2120-0042
08/31/2008

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

AIRCRAFT BILL OF SALE

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

UNITED STATES REGISTRATION NUMBER **N750A**

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

AIRCRAFT SERIAL No.
760750

DOES THIS 30th DAY OF December, 2008 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:

Do Not Write In This Block
FOR FAA USE ONLY

PURCHASER

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

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

083651547221
$5.00 12/30/2008

DEALER CERTIFICATE NUMBER

AND TO its successors [redacted]RS, AND ASSIGNS TO HAVE AND TO HOLD SINGULARLY THE SAID AIRCRAFT FOREVER AND WARRANTS THE TITLE THEREOF:

IN TESTIMONY WHEREOF I HAVE SET My HAND AND SEAL THIS 30th DAY OF December, 2008

SELLER

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

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

ORIGINAL: TO FAA:

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

CAR CERT B

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

CERTIFICATE

I hereby certify that I have compared this instrument with the original instrument and it is a true and correct copy of said original.

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2008 DEC 30 PM 3 40
OKLAHOMA CITY
OKLAHOMA

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

U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION **CROSS-REFERENCE—RECORDATION**	RECORDED CONVEYANCE FILED IN: NNUM: SERIAL NUM: MFR: MODEL: AIR CARRIER:

This form is to be used in cases where a conveyance covers several aircraft and engines, propellers, or locations. File original of this form with the recorded conveyance and a copy in each aircraft folder involved.

TYPE OF CONVEYANCE NAME CHANGE	DATE EXECUTED FEBRUARY 11, 2010
FROM AIR GHISLAINE INC	DOCUMENT NO.
TO OR ASSIGNED TO SHMITKA AIR INC	DATE RECORDED MARCH 17, 2010

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

Total Aircraft:	Total Engines:	Total Props:	Total Spare Parts:

AFS-750-23R (02/08)

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

```
ARAUTP31                  AIRCRAFT REGISTRATION SYSTEM                  11/26/19
ARAUTM21                       NAME CHANGE INQUIRY                      12:43
-------------------------------------------------------------------------------

    Phase                :
    Name                 : SHMITKA AIR INC
    Date Change          : 02/11/2010
    Accept Date          : 02/23/2010
    Accepting Examiner   : Thelma McCullough

                         Former Names                          Xref
     ------------------------------------------------------    ----
     AIR GHISLAINE INC



     Name Change to: FREEDOM AIR INTERNATIONAL INC
Enter-PF1---PF2---PF3---PF4---PF5---PF6---PF7---PF8---PF9---PF10--PF11--PF12---
XREF        OPT    MAIN                                       PREV
```


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

```
ARAUTP31                  AIRCRAFT REGISTRATION SYSTEM                  11/26/19
ARAUTM21                       NAME CHANGE INQUIRY                      12:39
-------------------------------------------------------------------------------

    Phase                :
    Name                 : FREEDOM AIR INTERNATIONAL INC
    Date Change          : 07/06/2010
    Accept Date          : 08/25/2010
    Accepting Examiner   : Dana Manning

                         Former Names                              Xref
     ------------------------------------------------------------  ----
     SHMITKA AIR INC                                               <



     Name Change to:
Enter-PF1---PF2---PF3---PF4---PF5---PF6---PF7---PF8---PF9---PF10--PF11--PF12---
XREF        OPT   MAIN                                  PREV
```


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

DT007148 Conveyance Recorded Aug/16/2011 02:47 PM FAA

WARRANTY BILL OF SALE

The undersigned, FREEDOM AIR INTERNATIONAL, INC. ("Seller"), is the owner of the full legal and beneficial title in and to that certain used Keystone (Sikorsky) S-76C helicopter (sometimes referred to as a S-76C++) bearing Manufacturer's Serial No. 760750 and U.S. Registration No. N722JE, with two (2) Turbomeca Arriel 2S2 engines bearing Manufacturer's Serial Nos. 42285 and 42286, together with all avionics, equipment (including loose equipment), systems, furnishings and accessories installed on, contained in or attached to said helicopter and engines, all as is more particularly described in that certain Aircraft Purchase Agreement dated as of July 18, 2011, between Seller and Purchaser, and also including all airframe, engine and accessory logbooks, flight and operation manuals, maintenance and overhaul records, checklists, drawings, any issued FAA Form 337's, warranty documents, and all other records and paperwork relating to the above-described helicopter and engines in Seller's possession (collectively, the "Aircraft"); provided, that the term Aircraft as used herein does not include airframe maintenance manuals and airframe illustrated parts catalogs as the same are being retained by Seller.

For and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby grant, bargain, sell, convey, transfer and deliver unto ASI WINGS, LLC ("Purchaser"), all of Seller's right, title and interest in and to the Aircraft.

Seller hereby warrants to Purchaser, its successors and assigns, that Seller is the lawful owner of the Aircraft and that there is hereby conveyed to Purchaser good and marketable title to the Aircraft, free and clear of any and all liens, claims and encumbrances whatsoever, and Seller will warrant and defend such title forever, at the sole expense of Seller, against all claims and demands whatsoever. EXCEPT FOR THE WARRANTIES OF SELLER SET FORTH IN THE PRECEDING SENTENCE, THE AIRCRAFT IS HEREBY SOLD TO PURCHASER IN ITS "AS IS, WHERE IS" CONDITION AND "WITH ALL FAULTS."

IN WITNESS WHEREOF, Seller has caused this Warranty Bill of Sale to be executed by its duly authorized officer, as of this 26 day of July, 2011.

FREEDOM AIR INTERNATIONAL, INC.

By: Darren K. Ingalls
Name: Darren K. Ingalls
Title: Vice President

112071217388
$5.00 07/26/2011

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

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2011 JUL 26 AM 11 58
OKLAHOMA CITY
OKLAHOMA

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

DocuSign Envelope ID: 7C21386F-7DCC-4A6B-9CC1-7C630CC9F594

JD020475 Conveyance Recorded Jul/17/2019 08:03 AM FAA

FORM APPROVED
OMB NO. 2120-0042

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

AIRCRAFT BILL OF SALE

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

UNITED STATES REGISTRATION NUMBER: N722JE

AIRCRAFT MANUFACTURER & MODEL
Keystone (Sikorsky) model S-76C

AIRCRAFT SERIAL NO. 760750

DOES THIS 13 DAY OF June, 2019, 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.)

Hyperion Air, LLC
6100 Red Hook Quarter, B3
St. Thomas, U.S. Virgin Islands 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, THE UNDERSIGNED HAS SET ITS HAND THIS 13 DAY OF June, 2019.

SELLER

NAME(S) OF SELLER (TYPED OR PRINTED)	SIGNATURE(S) (IN BLUE INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
ASI WINGS LLC By: Aetna Inc., its Managing Member	DocuSigned by: James Clark 71C7A8D072EA481...	Senior Vice President, controller & Chief Accounting Officer
	James D. Clark	

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

* and the following described engines: TURBOMECA model ARRIEL 2S2 bearing manufacturer's serial numbers 42285 and 42286.

ADMIN 35381002v1

191641014476
$5.00 06/13/2019

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

FILED WITH FAA
AIRCRAFT
REGISTRATION BR

2019 JUN 13 AM 10: 12

OKLAHOMA CITY
OKLAHOMA

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

HYPERION AIR, LLC

WRITTEN CONSENT OF SOLE MEMBER

October 31, 2019

The undersigned, the Estate of Jeffrey E. Epstein, by Darren K. Indyke and Richard D. Kahn, as Co-Executors thereof, being the Sole Member (the "Sole Member") of Hyperion Air, LLC, a United States Virgin Islands limited liability company (the "Company"), by this Written Consent of Sole Member, in lieu of holding meeting, does hereby state, adopt and approve the following resolutions, and all actions required or permitted thereby, with the full force and effect as if the same were stated, adopted and approved by an affirmative vote of the Sole Member of the Company at a duly constituted meeting thereof:

RESOLVED, that the Company sell, transfer and convey to Helicopter 1029, LLC, a Delaware limited liability company, with an address at 767 Fifth Avenue, New York, New York 10153 (the "Purchaser"), all of the Company's right, title and interest in and to that certain 2008 Keystone Helicopter (Sikorsky) model S-76C aircraft, bearing manufacturer's serial number 760750, and currently registered with the United States Federal Aviation Agency (the "FAA") as N722JE, together with said aircraft's two Turbomeca S.A. Model Arriel 2S2 engines, bearing manufacturer's serial numbers 42285TEC and 42286TEC, and with all avionics, equipment systems, furnishings and accessories installed on, contained in or attached to said aircraft and engines, and also including all airframe, engine and accessory logbooks, flight and operation manuals, maintenance and overhaul records, and all other records and paperwork relating to the above-described aircraft and engines that are (i) required for Part 91 operations, or (ii) in Seller's possession or control (collectively, the "Aircraft"), for the purchase price of Three Million Five Hundred Thousand Dollars ($3,500,000) (the "Purchase Price") and upon the other terms and conditions of an Aircraft Purchase Agreement between and to be executed by the Company and the Purchaser; and be it further

RESOLVED, that the terms and other provisions of that certain Aircraft Purchase Agreement, in the form attached hereto and incorporated herein by this reference (the "Purchase Agreement"), be and the same hereby are, adopted and approved; and be it further

RESOLVED, that Darren K. Indyke, a Co-Executor of the Sole Member of the Company, in the capacity as authorized representative, be, and he hereby is, authorized and directed, for, in the name of, and on behalf of the Company, to execute and deliver to the Purchaser, and to collect from the Purchaser an executed counterpart of, the Purchase Agreement, together with such changes, additions and/or other revisions thereto as the Sole Member shall determine are necessary and/or appropriate to effectuate the purchase and sale of the Aircraft as contemplated by the preceding resolutions (the execution by Mr. Indyke of the Purchase Agreement with any such changes, additions and/or other revisions thereto to be

CONFIDENTIAL Subject to Protective Order IATS - 000781

SDNY_GM_02774886

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

EFTA_00261526

EFTA01340154

conclusive evidence of the approval thereof by the Sole Member); and be it further

RESOLVED, that all prior actions taken for and on behalf of the Company by Darren K. Indyke, as an authorized representative of the Company, the Manager (Lawrence Visoski) of the Company, and any employees, agents and/or legal counsel of the Company that are consistent with the provisions, purpose and intent of the preceding resolutions be, and each of them hereby is ratified, adopted and approved as if taken pursuant to resolutions duly adopted in advance of such actions by the written consent of the Sole Member, in lieu of holding meeting, and with the full force and effect as if the same were stated, adopted and approved by an affirmative vote of the Sole Member at a duly constituted meeting thereof; and be it further

RESOLVED, that Darren K. Indyke, as authorized representative, the Manager of the Company, and any other person designated by the Sole Member as an Authorized Representative, acting individually, be, and each of them hereby is, authorized and directed, for, in the name of, and on behalf of the Company, to execute and deliver such additional agreements, instruments and other documents, to pay such costs, fees and expenses, including, without limitation, reasonable attorneys fees, costs and expenses, and to take such further actions, as the Sole Member shall determine are necessary and/or appropriate to effectuate the purchase and sale of the Aircraft as contemplated by the preceding resolutions (such execution, payment and/or further action by Mr. Indyke, the Manager and/or any such other Authorized Representatives to be conclusive evidence of the approval thereof by the Sole Member).

IN WITNESS WHEREOF, each of the undersigned Co-Executors has executed this Written Consent of Sole Member on the 31st day of October 2019 for and as the act of the Sole Member.

THE ESTATE OF JEFFREY E. EPSTEIN

By: _____
Darren K. Indyke, Co-Executor

-and-

By: _____
Richard D. Kahn, Co-Executor

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

IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. THOMAS AND ST. JOHN

IN THE MATTER OF THE ESTATE OF JEFFREY E. EPSTEIN, Deceased	)	PROBATE NO. ST-19-PB-80

ORDER FOR PROBATE

Upon consideration of the Petition filed herein, and it appearing to the satisfaction of the Court that **JEFFREY E. EPSTEIN** died, testate, in Manhattan, New York, on August 10, 2019, and the adult heirs-at-law and next of kin of the deceased have been served with process or have consented to said Petition, and the Last Will and Testament of **JEFFREY E. EPSTEIN** dated the 8th day of August 2019 having been duly proved in this Court, and there being no valid objection to the probate of the said Will, it is

ORDERED that the Will is admitted to probate and recorded as the Last will and Testament of **JEFFREY E. EPSTEIN** valid to pass real and personal property, and that Letters Testamentary be issued to **DARREN K. INDYKE** and **RICHARD D. KAHN**, the Co-Executors named therein, who may qualify hereunder without bond, conditioned on the faithful performance of trust.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and caused the Seal of the Court to be affixed this 6th day of September 2019.

CAROLYN P. HERMON-PERCELL
Magistrate Judge of the Superior Court
of the Virgin Islands

ATTEST:
ESTRELLA H. GEORGE
Clerk of the Court

By: Edotcia Thomas Hodge
EDOTCIA THOMAS-HODGE
Court Clerk Supervisor 9/6/2019

A CERTIFIED TRUE COPY
DATE September 6, 2019
ESTRELLA H. GEORGE
CLERK OF THE COURT
BY Laurel Orlando
COURT CLERK II

CONFIDENTIAL Subject to Protective Order IATS - 000783
SDNY_GM_02774888
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261528
EFTA01340156

IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. THOMAS AND ST. JOHN

IN THE MATTER OF THE ESTATE OF	)	
	)	PROBATE NO. ST-19-PB-80
	)	
JEFFREY E. EPSTEIN,	)	
Deceased	)	
	)	

LETTERS TESTAMENTARY

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE, that the Last Will and Testament of **JEFFREY E. EPSTEIN** dated the 8th day of August 2019, which is hereto annexed, has been duly proven in this Court, and that **DARREN K. INDYKE** and **RICHARD D. KAHN,** who have been nominated as Co-Executors therein have been duly appointed Co-Executors of the estate of **JEFFREY E. EPSTEIN.**

This, therefore, authorizes **DARREN K. INDYKE** and **RICHARD D. KAHN** to administer the Estate of **JEFFREY E. EPSTEIN,** deceased, according to law.

DATED: September 6th, 2019

CAROLYN P. HERMON-PERCELL
Magistrate Judge of the Superior Court
of the Virgin Islands

ATTEST:
ESTRELLA H. GEORGE
Clerk of the Court
By: Edotcia Thomas Hodge
EDOTCIA THOMAS-HODGE
Court Clerk Supervisor 9/16/2019

A CERTIFIED TRUE COPY
DATE: September 6, 2019
ESTRELLA H. GEORGE
CLERK OF THE COURT
BY: Israel Morales
COURT CLERK II

CONFIDENTIAL Subject to Protective Order IATS - 000784
SDNY_GM_02774889
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261529
EFTA01340157

Subject: {Disarmed} RE: {Disarmed} N722JE
From: "Michael Kolich" [redacted]
Sent: 11/26/2019 12:35:46 PM
To: "Kim Thompson" [redacted]
Attachments: Consent to Sale, Probate Order and Letters Testamentary.pdf

Kim,

Not sure on timing, but between you and me, early December would be my guess.

Seller's counsel said he changed the LLC Statement already, but I have not seen anything either. Attached are the court documents provided by Seller's counsel.

Mike.

From: Kim Thompson [redacted]
Sent: Tuesday, November 26, 2019 12:31 PM
To: Michael Kolich [redacted]
Subject: {Disarmed} N722JE

Mike,
We will complete a chain of title for this aircraft. I hope to have it completed this afternoon.

The IR searches will show anything that has been filed with the IR. You have all of the information shown with the IR searches.

When is this transaction closing?

Have you heard anything in regards to the sellers LLC statement? We have not received a response from the sellers attorney.

Regards,

Kim Thompson, Escrow Agent
and Assistant to Joan F. Roberts - VP

Insured Aircraft Title Service, LLC.

21 East Main Street, Suite 100, Oklahoma City, OK 73104
Phone: 405-681-6663/Fax: 405-684-5007
[redacted]
www.insuredaircraft.com

Please be aware. Online bank fraud is on the rise and it is important that you be cautious before wiring funds. If you receive an email containing WIRE TRANSFER INSTRUCTIONS call your escrow officer before wiring funds to verify the accuracy of the wiring instructions. Your escrow officer can be reached at (405)681-6663.
BE VERY CAREFUL IN WIRING FUNDS.

------ Original Message ------
From: "Michael Kolich" [redacted]
To: "Kim Thompson" <[redacted]
Sent: 11/26/2019 11:32:43 AM
Subject: {Disarmed} RE: {Disarmed} Re: {Disarmed} RE: {Disarmed} Re[2]: Escrow for N722JE

> Hi Kim,
>
> Can you request a full FAA history of ownership on N722JE?
>
> The IR starts in 2011 but we would like to know its ownership from birth.
>
> Any idea on how long it will take the FAA to generate the report? This was just presented to me as a "rush" matter.
>
> Thanks,

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

Mike.

From: Kim Thompson [redacted]
Sent: Monday, November 18, 2019 11:10 AM
To: Michael Kolich [redacted]
Subject: {Disarmed} Re: {Disarmed} RE: {Disarmed} Re[2]: Escrow for N722JE

Sorry Mike. It was nuts here last week. I thought I sent the executed PA. However, I will double check the file.

Kim Thompson, Escrow Agent
and Assistant to Joan F. Roberts - VP

Insured Aircraft Title Service, LLC.

21 East Main Street, Suite 100, Oklahoma City, OK 73104
Phone: 405-681-6663/Fax: 405-684-5007
[redacted]
www.insuredaircraft.com

------ Original Message ------
From: "Michael Kolich" [redacted]
To: "Kim Thompson" <[redacted]
Sent: 11/18/2019 10:58:34 AM
Subject: {Disarmed} RE: {Disarmed} Re[2]: Escrow for N722JE

Good Morning Kim,

Did you send the APA back with IATS' signature?

As an update, Buyer (my Client) has the IR information and we are working on getting the LLC ownership pinned down so I can draft the rest of the FAA docs. Looking to close on the 27th or earlier.

Thanks,
Mike.

From: Michael Kolich
Sent: Wednesday, November 13, 2019 10:10 AM
To: Kim Thompson [redacted]
Subject: RE: {Disarmed} Re[2]: Escrow for N722JE

Signed Deposit Assignment attached.

Thanks,
Mike.

From: Kim Thompson [redacted]
Sent: Wednesday, November 6, 2019 10:12 AM
To: Michael Kolich [redacted]
Subject: {Disarmed} Re[2]: Escrow for N722JE

I need the deposit assigned before we can execute the agreement.

Kim Thompson, Escrow Agent
and Assistant to Joan F. Roberts - VP

Insured Aircraft Title Service, LLC.

21 East Main Street, Suite 100, Oklahoma City, OK 73104
Phone: 405-681-6663/Fax: 405-684-5007
[redacted]
www.insuredaircraft.com

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

------ Original Message ------
From: "Michael Kolich" [redacted]
To: "Kim Thompson" [redacted]
Sent: 11/6/2019 9:55:09 AM
Subject: RE: Escrow for N722JE

Hi Kim,

I was out yesterday. Were you able to get the APA consent executed? Seller has been asking about it.

Thanks,
Mike

From: Michael Kolich
Sent: Monday, November 4, 2019 10:10 AM
To: Kim Thompson [redacted]
Cc: Joan Roberts [redacted]
Subject: Escrow for N722JE

Good Morning Kim,

Can we open an escrow account for the attached APA. Also please:

1. Execute the consent and fill in escrow fees on page 14
2. Run FAA/IR searches
3. Send wire instructions

Looking to close around the end of the month. Do you know what days Thanksgiving will affect the FAA and IATS yet?

Thanks,
Mike.

Michael D. Kolich, Attorney
MailScanner has detected a possible fraud attempt from "jetlaw.com" claiming to be MailScanner has detected a possible fraud attempt from "jetlaw.com" claiming to be MailScanner has detected a possible fraud attempt from "jetlaw.com" claiming to be MailScanner has detected a possible fraud attempt from "jetlaw.com" claiming to be MailScanner has detected a possible fraud attempt from "jetlaw.com" claiming to be mkolich@jetlaw.com | ph. 202 499 3834

Jetlaw, LLC
Kansas City 21628 Midland Dr., Shawnee, KS 66218
Washington, DC 1020 16th St. N.W., Ste 700, Washington, DC 20036
Jetquestions. **Jet**answers. **Jetlaw.**

Any form of conversation provided to you by any member of Jetlaw, LLC is intended for informational purposes only and shall not constitute an Attorney-Client relationship. Jetlaw, LLC does not enter into an attorney-client relationship until it speaks to the potential client, checks for potential conflicts of interest, and issues an engagement letter and receives an executed copy of the engagement letter for our files.

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

Subject: RE: S76 Contract
From: "Michael Kolich" [redacted]
Sent: 11/13/2019 10:38:25 AM
To: "Darren Indyke" [redacted]; "Ellee Kim" [redacted]
CC: "Kim Thompson" [redacted]
Attachments: Assignment of Deposit.pdf; N722JE LLC.pdf

Darren,

First, for your records is the executed Assignment of Deposit. This has also been delivered to IATS so I anticipate the consent to the APA will be forthcoming shortly.

Second, please see the attached LLC Statement in Support of Registration for Hyperion Air that is currently on file with the FAA. Can you provide detail and the corresponding documents that apply to the following questions:

1. Will Hyperion Air be filing an amended LLC Statement? If so, please provide who will be the Member(s), how and who will manage, and if they can act independently or if multiple signatures are required.
2. Please provide the documents that give you authority to sign as "authorized representative".
3. Please provide the name and title of the person that will sign the FAA Bill of Sale.

Regards,
Mike.

From: Darren Indyke [redacted]
Sent: Tuesday, November 12, 2019 3:19 PM
To: Michael Kolich [redacted] Ellee Kim [redacted]
Cc: Darren Indyke [redacted]
Subject: Re: S76 Contract

Also, I checked with Insured Aircraft and they have not yet signed the PSA as they are waiting confirmation from you that the Deposit should be assigned over to the new purchaser. Can you please address this right away, as it is contrary to the requirements of the PSA, and Insured Aircraft will not sign the agreement without that assignment.

Thanks.

DARREN K. INDYKE
5300 W. Atlantic Avenue, Suite 602
Delray Beach, Florida 33484
[redacted]

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On Nov 12, 2019, at 3:19 PM, Darren Indyke [redacted] wrote:

Good day, Mike and Ellee.

I understand that we are in a position to close on the purchase and sale of N722JE. Please confirm and let's set up a date and time for the closing. Thank you.

DARREN K. INDYKE
5300 W. Atlantic Avenue, Suite 602
Delray Beach, Florida 33484
[redacted]

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

[redacted]

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On Nov 6, 2019, at 11:04 AM, Michael Kolich [redacted] wrote:

Darren, I was out of the office yesterday, but have not seen it across. I have pinged IATS again to check on the status.

Thanks,
Mike.

From: Darren Indyke [redacted]
Sent: Tuesday, November 5, 2019 8:17 AM
To: Michael Kolich [redacted]
Cc: Darren Indyke [redacted]
Subject: Re: S76 Contract

were you able to get Insured Aircraft's signature?

DARREN K. INDYKE
5300 W. Atlantic Avenue, Suite 602
Delray Beach, Florida 33484
[redacted]

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On Nov 2, 2019, at 7:02 PM, Michael Kolich [redacted] wrote:

Darren,

Purchaser's countersignatures attached. I will forward a complete draft with escrow agent's signature once received.

Have a nice weekend,
Mike.

From: Darren Indyke [redacted]
Sent: Saturday, November 2, 2019 9:42 AM
To: Michael Kolich [redacted]
Cc: Darren Indyke [redacted]; Ellee Kim [redacted]; George Reenstra [redacted]; Melissa Tomkiel [redacted]; Richard Kahn [redacted]
Subject: Re: S76 Contract

You may release the Seller's signed signature pages of the PSA to the Purchaser. Please forward the Purchaser's countersigned signature pages to me now.

Best,

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

DARREN K. INDYKE
5300 W. Atlantic Avenue, Suite 602
Delray Beach, Florida 33484
[redacted]

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On Nov 1, 2019, at 6:05 PM, Michael Kolich <[redacted] wrote:

Darren and Ellee,

APA with most recent Schedule A attached. Let me know if there are any other requested revisions. As stated earlier, signature pages remain the same.

Thanks,
Mike

From: Darren Indyke <[redacted]
Sent: Friday, November 1, 2019 4:30 PM
To: Michael Kolich [redacted] Ellee Kim <[redacted]
Cc: Darren Indyke [redacted]
Subject: Re: S76 Contract

To clarify, please confirm that the Schedule A that I transmitted to you both on Sept 29 is the agreed and operative Schedule A for the PSA. Also, please advise if any further changes were made to the PSA from those redlined on the documents you sent to me on October 31. thank you.

DARREN K. INDYKE
5300 W. Atlantic Avenue, Suite 602
Delray Beach, Florida 33484
[redacted]

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On Nov 1, 2019, at 5:24 PM, Darren Indyke <dki.birchtreebr@gmail.com> wrote:

Mike,

The Schedule A attached to this agreement is not the schedule A that I sent on September 29. Please confirm that the Schedule A is acceptable. Thanks.

DARREN K. INDYKE
5300 W. Atlantic Avenue, Suite 602

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

Delray Beach, Florida 33484
[redacted]

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On Nov 1, 2019, at 4:20 PM, Michael Kolich [redacted] wrote:

Darren,

I am holding Purchaser's signatures. Please advise on the timeline of your signatures.

Thanks,
Mike.

From: Michael Kolich
Sent: Friday, November 1, 2019 1:08 PM
To: Darren Indyke [redacted]
Subject: RE: S76 Contract

Good Afternoon Darren,

Attached for your review and execution is the finalized APA and standalone signature pages. Purchaser is working towards signatures now, so we should be able to wrap this up today.

Thanks,
Mike.

From: Darren Indyke [redacted]
Sent: Thursday, October 31, 2019 1:06 PM
To: Michael Kolich [redacted]
Cc: Darren Indyke
Subject: Re: S76 Contract

There is a typo on my email address in the notice provision - a comma instead of a period.

I think this looks fine. Have circulated it to me team to make sure no other nits and it is therefore subject to their comments. Please let me when we have final approval on the Schedule A. Also, please finalize the doc and send execution copies so we will be ready to go once you have the final approval. Thanks.

DARREN K. INDYKE
5300 W. Atlantic Avenue, Suite 602
Delray Beach, Florida 33484
[redacted]

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

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On Oct 31, 2019, at 10:57 AM, Michael Kolich [redacted] wrote:

Darren,

Attached for your review is the APA with additional redlines based on our discussions over the past few days. We are still awaiting final approval of the APA and Specification you submitted, so the attached remains subject to change.

Thanks,
Mike.

From: Darren Indyke [redacted]
Sent: Thursday, October 31, 2019 7:40 AM
To: Ellee Kim [redacted]
Cc: Michael Kolich [redacted]
George Reenstra [redacted] Melissa Tomkiel [redacted] Richard Kahn
Subject: Re: S76 Contract

Please advise.

Sent from my iPhone. Please excuse the typos.

On Oct 30, 2019, at 11:10 PM, Darren Indyke [redacted] wrote:

I have still not received anything?

Sent from my iPhone. Please excuse the typos.

On Oct 30, 2019, at 6:44 PM, Darren Indyke [redacted] wrote:

Thank you. I will stand by.

Sent from my iPhone. Please excuse the typos.

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

On Oct 30, 2019, at 6:07 PM, Ellee Kim [redacted] wrote:

Thanks Darren. I think we are close – I am just waiting to hear back on confirmation of the updated spec sheet. Michael should be circulating a redraft shortly.

From: Darren Indyke [redacted]
Sent: Wednesday, October 30, 2019 5:44 PM
To: Ellee Kim [redacted]
Michael Kolich [redacted]
Cc: Darren Indyke [redacted]
George Reenstra [redacted]
Melissa Tomkiel [redacted]
Richard Kahn [redacted]
Subject: S76 Contract

Ellee,

I did not hear back from you today. Please update me regarding the status of the contract. Thank you.

DARREN K. INDYKE
5300 W. Atlantic Avenue, Suite 602
Delray Beach, Florida 33484
[redacted]

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

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<N722JE - APA 10.31.19 JL RED.docx>

<N722JE - APA 11.1.19PM JL Execution.pdf>

<doc01519420191101040856.pdf>

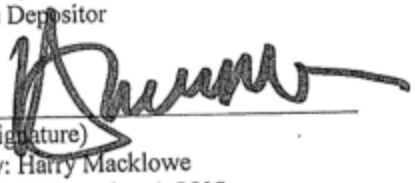
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

ASSIGNMENT OF DEPOSIT

The $100,000.00 ("Deposit") placed in escrow with Insured Aircraft Title Service, LLC, by Harry Macklowe c/o Macklowe Properties (the "Depositor") is hereby assigned to Helicopter 1029, LLC (the "Purchaser") for its use in the purchase of one Keystone Helicopter model S-76C aircraft bearing manufacturer's serial number 760750 and Registration Number N722JE. Depositor hereby acknowledges and agrees that the Deposit shall be held in escrow in accordance with the terms and conditions of the fully executed Aircraft Purchase Agreement dated November 1, 2019, between the Purchaser and Hyperion Air, LLC, as Seller.

AGREED & ACCEPTED:

Harry Macklowe c/o Macklowe Properties
As Depositor



(Signature)
By: Harry Macklowe
Date: November 4, 2019

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

ARAUTP22 AIRCRAFT REGISTRATION SYSTEM 10/01/19
ARAUTM30 LIMITED LIABILITY INQUIRY 12:16

Phase :

Name : HYPERION AIR LLC (VI)
Effective Date : 10/19/2012
Expire Date :
Limit/Restrictions :

Authorized Signer

1. MANAGER
2.
3.
4.

Accept Date : 09/06/2013
Accepting Examiner : Crystal Kelley

Enter-PF1---PF2---PF3---PF4---PF5---PF6---PF7---PF8---PF9---PF10--PF11--PF12---
OPT MAIN PREV

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

Accepted CK Sep/06/2013

LLC STATEMENT IN SUPPORT OF REGISTRATION

HYPERION AIR, LLC is a limited liability company of a United States Citizen and is eligible to register aircraft in its name. In this regard, we make the following representations:

1. The full name of the Applicant LLC is HYPERION AIR, LLC (the "LLC").
2. The jurisdiction in which the LLC is lawfully organized is the United States Virgin Islands.
3. The effective date of the LLC is October 19, 2012.
4. The name of each of the sole Member of the LLC and the type of entity of the sole Member (i.e., individual, corporation, partnership, etc.) is:

NAME	TYPE OF ENTITY	U.S. CITIZENSHIP VERIFICATION
Jeffrey E. Epstein	Individual	YES X NO___

5. The LLC is managed by a Manager.
6. The managers, members or officers of this LLC may act independently YX N__
7. The name of the sole Manager of the LLC and the type of entity of the sole Manager (i.e., individual, corporation, partnership, etc.) is:

NAME	TYPE OF ENTITY	U.S. CITIZENSHIP VERIFICATION
Lawrence Visoski	Individual	YES X NO___

The undersigned certifies that he understands that an LLC is eligible to register aircraft in its name provided that:

(1) at least 2/3rds of the managers or managing members are "U.S. Citizens" within the meaning of 49 U.S.C. Section 40102(a)(15)(C) and:

(2) at least 75% of the voting interest or units is owned or controlled by persons who are "U.S. citizens" or citizens of one of its possessions; and specifically that AN LLC CANNOT REGISTER AS A NON-CITIZEN CORPORATION.

If any member of this LLC is not a United States Citizen as defined in 40102(a)(15)(C) an explanation appears below to support the certification that this LLC is a "U.S. Citizen" as required by 49 U.S.C. Section 40102(a)(15)(C).

The undersigned hereby also certifies that the information given herein is true and correct and meets all citizenship specifications as required by the Federal Aviation Administration.

HYPERION AIR, LLC

By_____
Lawrence Visoski
Manager

CONFIDENTIAL Subject to Protective Order IATS - 000797

SDNY_GM_02774902

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

EFTA_00261542

EFTA01340170

FILED WITH FAA
AIRCRAFT REGISTRATION BR.

2013 AUG 13 AM 7 39

OKLAHOMA CITY
OKLAHOMA

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

Subject: N722JE
From: "Kim Thompson" [redacted]
Sent: 11/12/2019 5:00:22 PM
To: [redacted]
Attachments: N722JE LLC.pdf

Larry,
Attached is a copy of the LLC statement for Hyperion Air LLC that is on file with the FAA. The statement was filed in 2013.
We need to know if there have been any changes to the LLC since being filed with the FAA.

Please advise,

Kim Thompson, Escrow Agent
and Assistant to Joan F. Roberts - VP

Insured Aircraft Title Service, LLC.

21 East Main Street, Suite 100, Oklahoma City, OK 73104
Phone: 405-681-6663/Fax: 405-684-5007
kthompson@insuredaircraft.com
www.insuredaircraft.com

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

Subject: HM Numbers
From: "Kim Thompson" [redacted]
Sent: 11/13/2019 8:23:58 AM
To: [redacted]
Attachments: hm numbers.pdf

Mike,
Attached is a list of numbers that appear to be available ending in "HM".

I checked 1029 numbers as well. It appears N1029Q, N1029V & N1029Z are available to reserve.

Regards,

Kim Thompson, Escrow Agent
and Assistant to Joan F. Roberts - VP

Insured Aircraft Title Service, LLC.

21 East Main Street, Suite 100, Oklahoma City, OK 73104
Phone: 405-681-6663/Fax: 405-684-5007
[redacted]
www.insuredaircraft.com

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

ARNAVP03 AIRCRAFT REGISTRATION SYSTEM 11/13/19
ARNAVM06 SINGLE N-NUMBER AVAILABILITY - DISPLAY 08:27

The Following N-Numbers are Available

N-Numbers
1. 1029Q
2. 1029V
3. 1029Z
4.
5.
6.
7.
8.
9.
10.
11.
12.

Enter-PF1---PF2---PF3---PF4---PF5---PF6---PF7---PF8---PF9---PF10--PF11--PF12---
MAIN PREV

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

ARNAVP02 AIRCRAFT REGISTRATION SYSTEM 11/13/19
ARNAVM03 MULTI N-NUMBER AVAILABILITY - DISPLAY 07:43

---------- Page 1 of 2 ----------

N-Numbers Available for Assignments

21HM	135HM	157HM	175HM	192HM	213HM	236HM	256HM	273HM	288HM
25HM	137HM	158HM	176HM	193HM	214HM	237HM	257HM	274HM	289HM
39HM	138HM	159HM	177HM	194HM	215HM	239HM	259HM	275HM	290HM
101HM	139HM	160HM	178HM	195HM	217HM	240HM	260HM	276HM	291HM
102HM	141HM	161HM	179HM	196HM	218HM	241HM	261HM	277HM	292HM
104HM	142HM	163HM	180HM	197HM	219HM	243HM	262HM	278HM	293HM
105HM	144HM	164HM	181HM	199HM	221HM	244HM	263HM	279HM	294HM
106HM	146HM	165HM	183HM	203HM	223HM	246HM	264HM	280HM	295HM
112HM	147HM	166HM	184HM	204HM	226HM	247HM	265HM	281HM	296HM
116HM	148HM	167HM	186HM	205HM	227HM	248HM	266HM	282HM	297HM
118HM	149HM	168HM	187HM	207HM	229HM	249HM	267HM	283HM	299HM
119HM	152HM	170HM	188HM	208HM	230HM	251HM	268HM	284HM	304HM
131HM	153HM	171HM	189HM	209HM	231HM	253HM	270HM	285HM	305HM
133HM	154HM	173HM	190HM	210HM	232HM	254HM	271HM	286HM	306HM
134HM	156HM	174HM	191HM	211HM	233HM	255HM	272HM	287HM	307HM

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

ARNAVP02 AIRCRAFT REGISTRATION SYSTEM 11/13/19
ARNAVM03 MULTI N-NUMBER AVAILABILITY - DISPLAY 07:43

---------- Page 2 of 2 ----------

N-Numbers Available for Assignments

308HM	328HM	345HM	364HM	383HM	398HM
309HM	329HM	346HM	366HM	384HM	399HM
312HM	330HM	347HM	368HM	385HM	
313HM	331HM	348HM	369HM	386HM	
314HM	334HM	349HM	371HM	387HM	
315HM	335HM	351HM	372HM	388HM	
317HM	336HM	352HM	373HM	389HM	
318HM	337HM	353HM	375HM	390HM	
319HM	338HM	354HM	376HM	391HM	
322HM	339HM	355HM	377HM	392HM	
323HM	340HM	358HM	378HM	393HM	
324HM	341HM	359HM	379HM	394HM	
325HM	342HM	360HM	380HM	395HM	
326HM	343HM	361HM	381HM	396HM	
327HM	344HM	362HM	382HM	397HM	

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

ARNAVP02 AIRCRAFT REGISTRATION SYSTEM 11/13/19
ARNAVM03 MULTI N-NUMBER AVAILABILITY - DISPLAY 07:43

---------- Page 1 of 2 ----------

N-Numbers Available for Assignments

62HM	419HM	437HM	455HM	474HM	492HM	512HM	531HM	548HM	568HM
401HM	422HM	439HM	456HM	476HM	493HM	513HM	532HM	549HM	569HM
402HM	423HM	440HM	457HM	477HM	494HM	517HM	533HM	551HM	570HM
403HM	424HM	441HM	458HM	478HM	495HM	518HM	534HM	552HM	571HM
404HM	425HM	443HM	459HM	479HM	497HM	519HM	535HM	553HM	572HM
406HM	426HM	445HM	460HM	482HM	498HM	520HM	536HM	554HM	573HM
407HM	427HM	446HM	461HM	483HM	499HM	521HM	537HM	556HM	574HM
408HM	428HM	447HM	462HM	484HM	502HM	522HM	539HM	557HM	575HM
409HM	429HM	448HM	463HM	485HM	503HM	523HM	541HM	558HM	576HM
410HM	430HM	449HM	464HM	486HM	504HM	524HM	542HM	559HM	577HM
411HM	432HM	450HM	466HM	487HM	505HM	525HM	543HM	562HM	578HM
415HM	433HM	451HM	467HM	488HM	506HM	526HM	544HM	563HM	579HM
416HM	434HM	452HM	468HM	489HM	507HM	528HM	545HM	565HM	580HM
417HM	435HM	453HM	470HM	490HM	509HM	529HM	546HM	566HM	581HM
418HM	436HM	454HM	472HM	491HM	511HM	530HM	547HM	567HM	582HM

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

ARNAVP02 AIRCRAFT REGISTRATION SYSTEM 11/13/19
ARNAVM03 MULTI N-NUMBER AVAILABILITY - DISPLAY 07:43

---------- Page 2 of 2 ----------

N-Numbers Available for Assignments

583HM	599HM	624HM	641HM	657HM	674HM	689HM
584HM	602HM	625HM	642HM	658HM	675HM	690HM
585HM	603HM	627HM	643HM	659HM	676HM	691HM
586HM	605HM	628HM	644HM	660HM	677HM	693HM
587HM	606HM	629HM	646HM	661HM	678HM	695HM
588HM	607HM	630HM	647HM	662HM	679HM	696HM
589HM	608HM	631HM	648HM	663HM	680HM	697HM
590HM	609HM	632HM	649HM	664HM	681HM	698HM
591HM	613HM	633HM	650HM	667HM	682HM	699HM
592HM	616HM	634HM	651HM	668HM	683HM	
594HM	617HM	635HM	652HM	669HM	684HM	
595HM	619HM	636HM	653HM	670HM	685HM	
596HM	620HM	637HM	654HM	671HM	686HM	
597HM	621HM	639HM	655HM	672HM	687HM	
598HM	623HM	640HM	656HM	673HM	688HM	

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

ARNAVP02 AIRCRAFT REGISTRATION SYSTEM 11/13/19
ARNAVM03 MULTI N-NUMBER AVAILABILITY - DISPLAY 07:43

---------- Page 1 of 2 ----------

N-Numbers Available for Assignments

70HM	709HM	743HM	764HM	784HM	799HM	820HM	839HM	855HM	872HM
80HM	710HM	744HM	765HM	785HM	801HM	821HM	840HM	856HM	873HM
82HM	712HM	745HM	766HM	786HM	804HM	822HM	841HM	857HM	874HM
83HM	718HM	746HM	767HM	787HM	805HM	824HM	842HM	858HM	875HM
84HM	719HM	748HM	768HM	788HM	806HM	825HM	843HM	859HM	876HM
90HM	720HM	749HM	769HM	789HM	808HM	826HM	844HM	860HM	877HM
93HM	723HM	751HM	770HM	790HM	809HM	827HM	845HM	861HM	878HM
96HM	724HM	752HM	773HM	791HM	811HM	831HM	847HM	862HM	879HM
702HM	725HM	753HM	774HM	792HM	812HM	832HM	848HM	863HM	880HM
703HM	726HM	754HM	776HM	793HM	813HM	833HM	849HM	864HM	882HM
704HM	729HM	755HM	778HM	794HM	814HM	834HM	850HM	866HM	883HM
705HM	738HM	760HM	780HM	795HM	815HM	835HM	851HM	867HM	884HM
706HM	739HM	761HM	781HM	796HM	816HM	836HM	852HM	868HM	885HM
707HM	740HM	762HM	782HM	797HM	817HM	837HM	853HM	869HM	886HM
708HM	741HM	763HM	783HM	798HM	819HM	838HM	854HM	870HM	887HM

Enter-PF1---PF2---PF3---PF4---PF5---PF6---PF7---PF8---PF9---PF10--PF11--PF12---
MAIN PRINT +PAGE PREV

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

ARNAVP02 AIRCRAFT REGISTRATION SYSTEM 11/13/19
ARNAVM03 MULTI N-NUMBER AVAILABILITY - DISPLAY 07:43

---------- Page 2 of 2 ----------

N-Numbers Available for Assignments

890HM	906HM	927HM	943HM	960HM	975HM	992HM
891HM	907HM	928HM	944HM	961HM	976HM	993HM
892HM	908HM	929HM	945HM	962HM	977HM	994HM
893HM	909HM	931HM	946HM	963HM	978HM	995HM
894HM	913HM	932HM	947HM	964HM	979HM	996HM
895HM	915HM	933HM	948HM	965HM	980HM	997HM
896HM	916HM	934HM	949HM	966HM	981HM	998HM
897HM	917HM	935HM	950HM	967HM	982HM	
898HM	918HM	936HM	951HM	968HM	983HM	
899HM	919HM	937HM	952HM	969HM	984HM	
900HM	920HM	938HM	954HM	970HM	985HM	
902HM	922HM	939HM	955HM	971HM	986HM	
903HM	923HM	940HM	956HM	972HM	987HM	
904HM	924HM	941HM	957HM	973HM	988HM	
905HM	925HM	942HM	958HM	974HM	991HM	

Enter-PF1---PF2---PF3---PF4---PF5---PF6---PF7---PF8---PF9---PF10--PF11--PF12---
MAIN PRINT -PAGE PREV

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

```
*** NO RECORDS FOUND ***
ARAUTP18                    AIRCRAFT REGISTRATION SYSTEM                    11/04/19
ARAUTM85          POA, RESLTN, GUARDN, RCVRSHP, BNKRPTCY, LLC               10:16
--------------------------------------------------------------------------------

               Name : HELICOPTER 1029 LLC

--------------------------------------------------------------------------------
                                    OPTIONAL

                       Effective Date     /     /

                       N-Number

                       TYPE

                       Display Expired N  (POA Only)


Enter-PF1---PF2---PF3---PF4---PF5---PF6---PF7---PF8---PF9---PF10--PF11--PF12---
CONT              MAIN                                    PREV
```

CONFIDENTIAL Subject to Protective Order IATS - 000808
SDNY_GM_02774913
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

ARAUTP22 AIRCRAFT REGISTRATION SYSTEM 10/01/19
ARAUTM30 LIMITED LIABILITY INQUIRY 12:16

Phase :

Name : HYPERION AIR LLC (VI)
Effective Date : 10/19/2012
Expire Date :
Limit/Restrictions :

Authorized Signer

1. MANAGER
2.
3.
4.

Accept Date : 09/06/2013
Accepting Examiner : Crystal Kelley

Enter-PF1---PF2---PF3---PF4---PF5---PF6---PF7---PF8---PF9---PF10--PF11--PF12---
OPT MAIN PREV

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

Accepted CK Sep/06/2013

LLC STATEMENT IN SUPPORT OF REGISTRATION

HYPERION AIR, LLC is a limited liability company of a United States Citizen and is eligible to register aircraft in its name. In this regard, we make the following representations:

1. The full name of the Applicant LLC is HYPERION AIR, LLC (the "LLC").
2. The jurisdiction in which the LLC is lawfully organized is the United States Virgin Islands.
3. The effective date of the LLC is October 19, 2012.
4. The name of each of the sole Member of the LLC and the type of entity of the sole Member (i.e., individual, corporation, partnership, etc.) is:

NAME	TYPE OF ENTITY	U.S. CITIZENSHIP VERIFICATION
Jeffrey E. Epstein	Individual	YES_X__ NO___

5. The LLC is managed by a Manager.
6. The managers, members or officers of this LLC may act independently YX_N__
7. The name of the sole Manager of the LLC and the type of entity of the sole Manager (i.e., individual, corporation, partnership, etc.) is:

NAME	TYPE OF ENTITY	U.S. CITIZENSHIP VERIFICATION
Lawrence Visoski	Individual	YES_X___ NO___

The undersigned certifies that he understands that an LLC is eligible to register aircraft in its name provided that:

(1) at least 2/3rds of the managers or managing members are "U.S. Citizens" within the meaning of 49 U.S.C. Section 40102(a)(15)(C) and:

(2) at least 75% of the voting interest or units is owned or controlled by persons who are "U.S. citizens" or citizens of one of its possessions; and specifically that AN LLC CANNOT REGISTER AS A NON-CITIZEN CORPORATION.

If any member of this LLC is not a United States Citizen as defined in 40102(a)(15)(C) an explanation appears below to support the certification that this LLC is a "U.S. Citizen" as required by 49 U.S.C. Section 40102(a)(15)(C).

The undersigned hereby also certifies that the information given herein is true and correct and meets all citizenship specifications as required by the Federal Aviation Administration.

HYPERION AIR, LLC

By_____
Lawrence Visoski
Manager

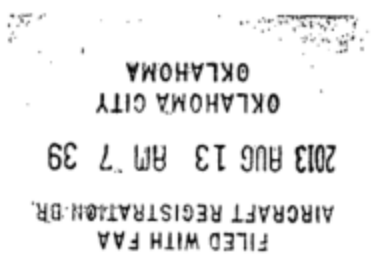
CONFIDENTIAL Subject to Protective Order IATS - 000810

SDNY_GM_02774915

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

EFTA_00261555

EFTA01340183



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

IR Forms
& Filings

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

Subject: N722JE - International Registry
From: "Kim Thompson" [redacted]
Sent: 11/12/2019 4:22:09 PM
To: "George Reenstra" [redacted]

George,
Helicopter 1029, LLC is the buyer of this aircraft (Harry Macklowe) not Jon Oringer/Mark Tamoshunas.

Kim Thompson, Escrow Agent
and Assistant to Joan F. Roberts - VP

Insured Aircraft Title Service, LLC.

21 East Main Street, Suite 100, Oklahoma City, OK 73104
Phone: 405-681-6663/Fax: 405-684-5007
[redacted]
www.insuredaircraft.com

------ Original Message ------
From: "George Reenstra" [redacted]
To: "Kim Thompson" [redacted] >
Cc: "Mark Tamoshuna [redacted] "Jon Oringer"
Sent: 11/12/2019 3:36:41 PM
Subject: {Disarmed} Re: N722JE - International Registry

I doubt it please send the required info to Mark.....Mark we need this to make certain clear clean title

George Reenstra
[redacted]
www.helicopterresales.com

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

On Nov 12, 2019, at 4:17 PM, Kim Thompson [redacted] wrote:

George,
The buyer will need to become a registered member of the IR. Do you know if the buyer has started the process of registering?

Please advise,

Kim Thompson, Escrow Agent
and Assistant to Joan F. Roberts - VP
<IATS small logo 2.png>
21 East Main Street, Suite 100, Oklahoma City, OK 73104
Phone: 405-681-6663/Fax: 405-684-5007
MailScanner has detected a possible fraud attempt from "nam11.safelinks.protection.outlook.com" claiming to be [redacted]
MailScanner has detected a possible fraud attempt from "nam11.safelinks.protection.outlook.com" claiming to be www.insuredaircraft.com

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

Subject: {Disarmed} Re: N722JE - International Registry
From: "George Reenstra" [redacted]
Sent: 11/12/2019 3:36:41 PM
To: "Kim Thompson" [redacted]
CC: "Mark Tamoshunas" [redacted]; "Jon Oringer" [redacted]

I doubt it please send the required info to Mark.....Mark we need this to make certain clear clean title

George Reenstra
[redacted]
www.helicopterresales.com

On Nov 12, 2019, at 4:17 PM, Kim Thompson [redacted] wrote:

George,
The buyer will need to become a registered member of the IR. Do you know if the buyer has started the process of registering?

Please advise,

Kim Thompson, Escrow Agent
and Assistant to Joan F. Roberts - VP
<IATS small logo 2.png>
21 East Main Street, Suite 100, Oklahoma City, OK 73104
Phone: 405-681-6663/Fax: 405-684-5007
MailScanner has detected a possible fraud attempt from "nam11.safelinks.protection.outlook.com" claiming to be [redacted]
MailScanner has detected a possible fraud attempt from "nam11.safelinks.protection.outlook.com" claiming to be www.insuredaircraft.com

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

Subject: N722JE - International Registry
From: "Kim Thompson" [redacted]
Sent: 11/12/2019 3:17:18 PM
To: [redacted]

George,
The buyer will need to become a registered member of the IR. Do you know if the buyer has started the process of registering?

Please advise,

Kim Thompson, Escrow Agent
and Assistant to Joan F. Roberts - VP

Insured Aircraft Title Service, LLC.

21 East Main Street, Suite 100, Oklahoma City, OK 73104
Phone: 405-681-6663/Fax: 405-684-5007
[redacted]
www.insuredaircraft.com

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

N722JE

INTERNATIONAL REGISTRY OF MOBILE ASSETS

My Account

APPLY REGISTER SEARCH DOCUMENTATION

Request Authorisations

New Pending Authorisation Requests

Entity Name	Manufacturer	Model	MSN	Type	Status
Hyperion Air, LLC	SIKORSKY	S-76	760750	HELICOPTER	PENDING
Hyperion Air, LLC	TURBOMECA	ARRIEL 2S2	42285	ENGINE	PENDING
Hyperion Air, LLC	TURBOMECA	ARRIEL 2S2	42286	ENGINE	PENDING

Showing 1 to 3 of 3 entries

Finish

CONFIDENTIAL Subject to Protective Order IATS - 000817

SDNY_GM_02774922

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

EFTA_00261562

EFTA01340190

722JE

Subject: International Registry - Authorisation Approved
From: [redacted]
Sent: 11/4/2019 11:09:00 AM
To: [redacted]

Your request for authorisation to work on the aircraft object(s) below has been granted by Hyperion Air, LLC.

Manufacturer: TURBOMECA
Model: ARRIEL 2S2
Manufacturer's Serial Number: 42285

Manufacturer: TURBOMECA
Model: ARRIEL 2S2
Manufacturer's Serial Number: 42286

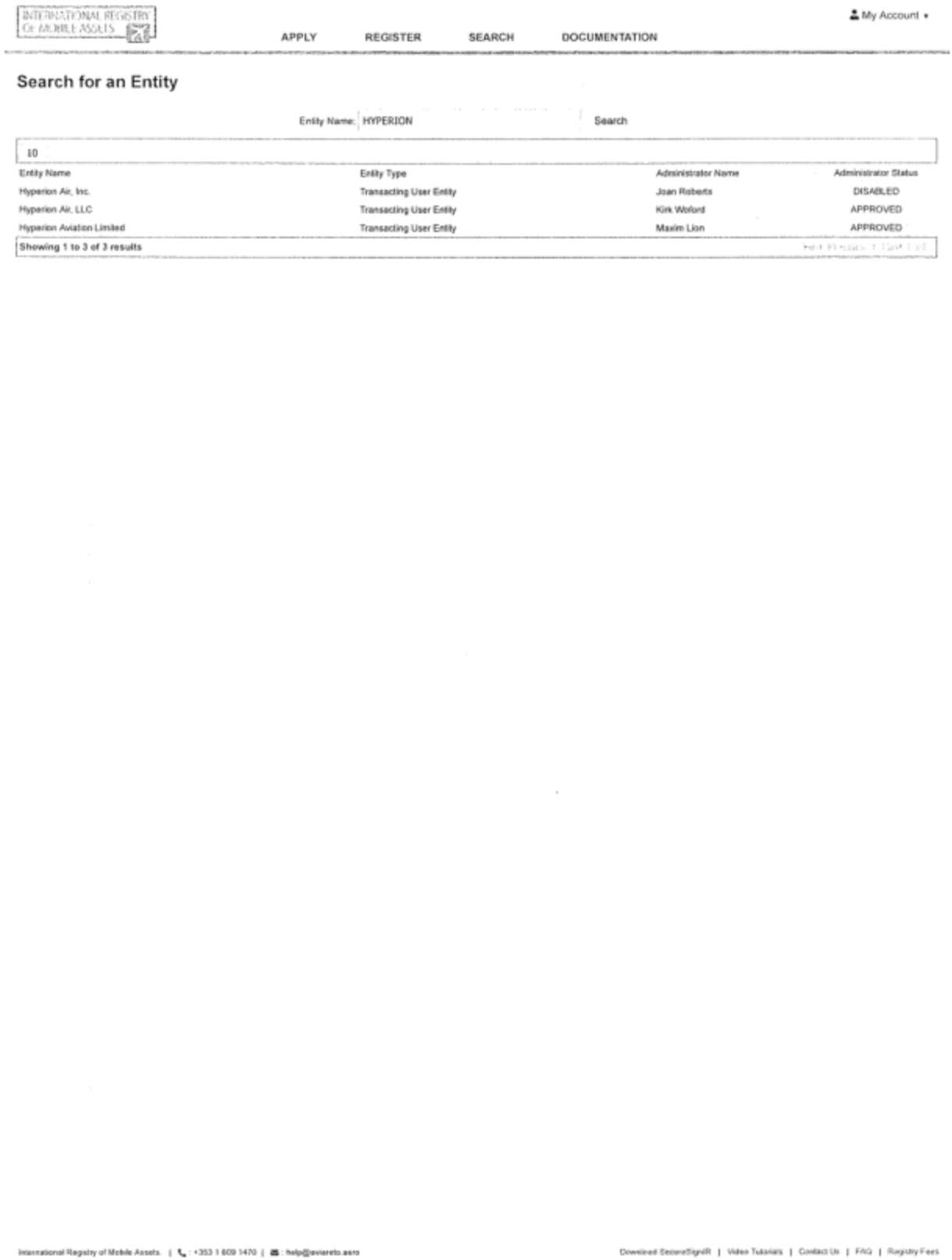
Manufacturer: SIKORSKY
Model: S-76
Manufacturer's Serial Number: 760750

For queries, please contact the International Registry helpdesk at:

Email: [redacted]

Phone

CONFIDENTIAL Subject to Protective Order IATS - 000818
SDNY_GM_02774923
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261563
EFTA01340191



CONFIDENTIAL Subject to Protective Order IATS - 000819
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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
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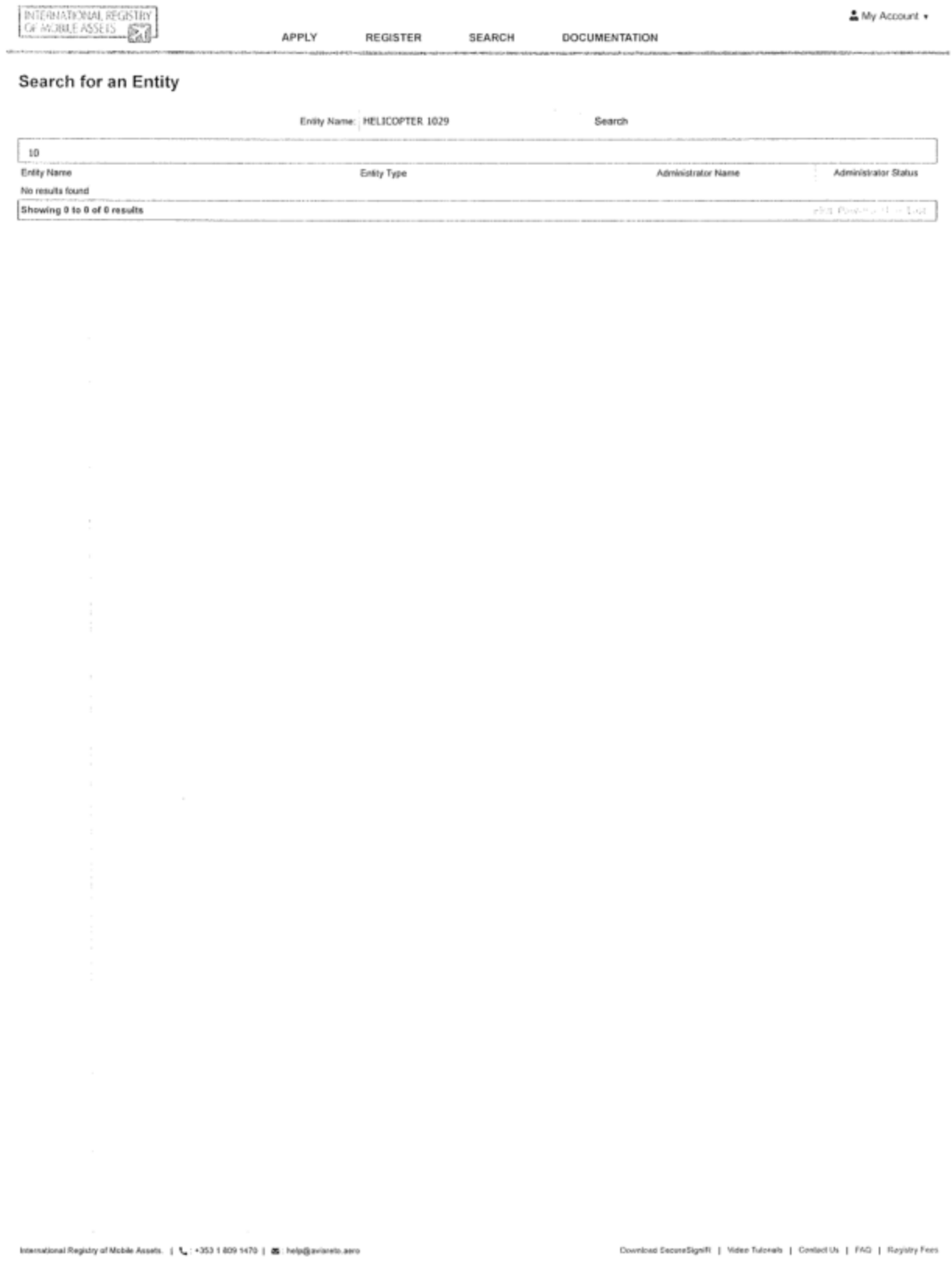
EFTA01340192



CONFIDENTIAL Subject to Protective Order IATS - 000820
SDNY_GM_02774925
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261565
EFTA01340193

Closing Packet

SDNY_GM_02774926

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

EFTA_00261566

EFTA01340194

AML

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

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through October 1, 2019.

Selected Entity Name: MACKLOWE PROPERTIES, INC.

Selected Entity Status Information

Current Entity Name: MACKLOWE PROPERTIES, INC.
DOS ID #: 2257514
Initial DOS Filing Date: MAY 07, 1998
County: NEW YORK
Jurisdiction: MARYLAND
Entity Type: FOREIGN BUSINESS CORPORATION
Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

MACKLOWE PROPERTIES C/O GENERAL COUNSEL
767 FIFTH AVE, 21ST FL
NEW YORK, NEW YORK, 10153

Chief Executive Officer

HARRY MACKLOWE
767 5TH AVE
21ST FL
NEW YORK, NEW YORK, 10153

Principal Executive Office

MACKLOWE PROPERTIES, ATTN.: GENERAL COUNSEL
767 FIFTH AVE 21ST FLR
NEW YORK, NEW YORK, 10153

Registered Agent

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

REGISTERED AGENT REVOKED

, ,

This office does not record information regarding the names and addresses of officers, shareholders or directors of nonprofessional corporations except the chief executive officer, if provided, which would be listed above. Professional corporations must include the name(s) and address(es) of the initial officers, directors, and shareholders in the initial certificate of incorporation, however this information is not recorded and only available by viewing the certificate.

***Stock Information**

# of Shares	Type of Stock	$ Value per Share
No Information Available		

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
MAY 07, 1998	Actual	MACKLOWE PROPERTIES, INC.

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

Search Results New Search

Services/Programs | Privacy Policy | Accessibility Policy | Disclaimer | Return to DOS Homepage | Contact Us

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

```
ARAUTP22                    AIRCRAFT REGISTRATION SYSTEM                    10/01/19
ARAUTM30                     LIMITED LIABILITY INQUIRY                      12:16
--------------------------------------------------------------------------------
 Phase       :

 Name                : HYPERION AIR LLC (VI)
 Effective Date      : 10/19/2012
 Expire Date         :
 Limit/Restrictions  :

                 Authorized Signer
1.  MANAGER
2.
3.
4.


 Accept Date         : 09/06/2013
 Accepting Examiner  : Crystal Kelley
Enter-PF1---PF2---PF3---PF4---PF5---PF6---PF7---PF8---PF9---PF10--PF11--PF12---
            OPT   MAIN                                      PREV
```


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

Accepted CK Sep/06/2013

LLC STATEMENT IN SUPPORT OF REGISTRATION

HYPERION AIR, LLC is a limited liability company of a United States Citizen and is eligible to register aircraft in its name. In this regard, we make the following representations:

1. The full name of the Applicant LLC is HYPERION AIR, LLC (the "LLC").
2. The jurisdiction in which the LLC is lawfully organized is the United States Virgin Islands.
3. The effective date of the LLC is October 19, 2012.
4. The name of each of the sole Member of the LLC and the type of entity of the sole Member (i.e., individual, corporation, partnership, etc.) is:

NAME	TYPE OF ENTITY	U.S. CITIZENSHIP VERIFICATION
Jeffrey E. Epstein	Individual	YES X NO___

5. The LLC is managed by a Manager.
6. The managers, members or officers of this LLC may act independently YX N__
7. The name of the sole Manager of the LLC and the type of entity of the sole Manager (i.e., individual, corporation, partnership, etc.) is:

NAME	TYPE OF ENTITY	U.S. CITIZENSHIP VERIFICATION
Lawrence Visoski	Individual	YES X NO___

The undersigned certifies that he understands that an LLC is eligible to register aircraft in its name provided that:

(1) at least 2/3rds of the managers or managing members are "U.S. Citizens" within the meaning of 49 U.S.C. Section 40102(a)(15)(C) and:

(2) at least 75% of the voting interest or units is owned or controlled by persons who are "U.S. citizens" or citizens of one of its possessions; and specifically that AN LLC CANNOT REGISTER AS A NON-CITIZEN CORPORATION.

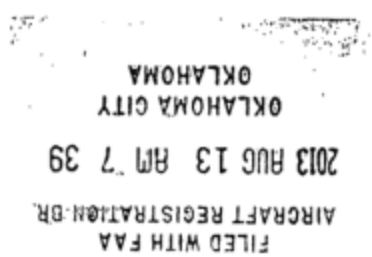
If any member of this LLC is not a United States Citizen as defined in 40102(a)(15)(C) an explanation appears below to support the certification that this LLC is a "U.S. Citizen" as required by 49 U.S.C. Section 40102(a)(15)(C).

The undersigned hereby also certifies that the information given herein is true and correct and meets all citizenship specifications as required by the Federal Aviation Administration.

HYPERION AIR, LLC

By_____
Lawrence Visoski
Manager

CONFIDENTIAL Subject to Protective Order IATS - 000826
SDNY_GM_02774931
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261571
EFTA01340199



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

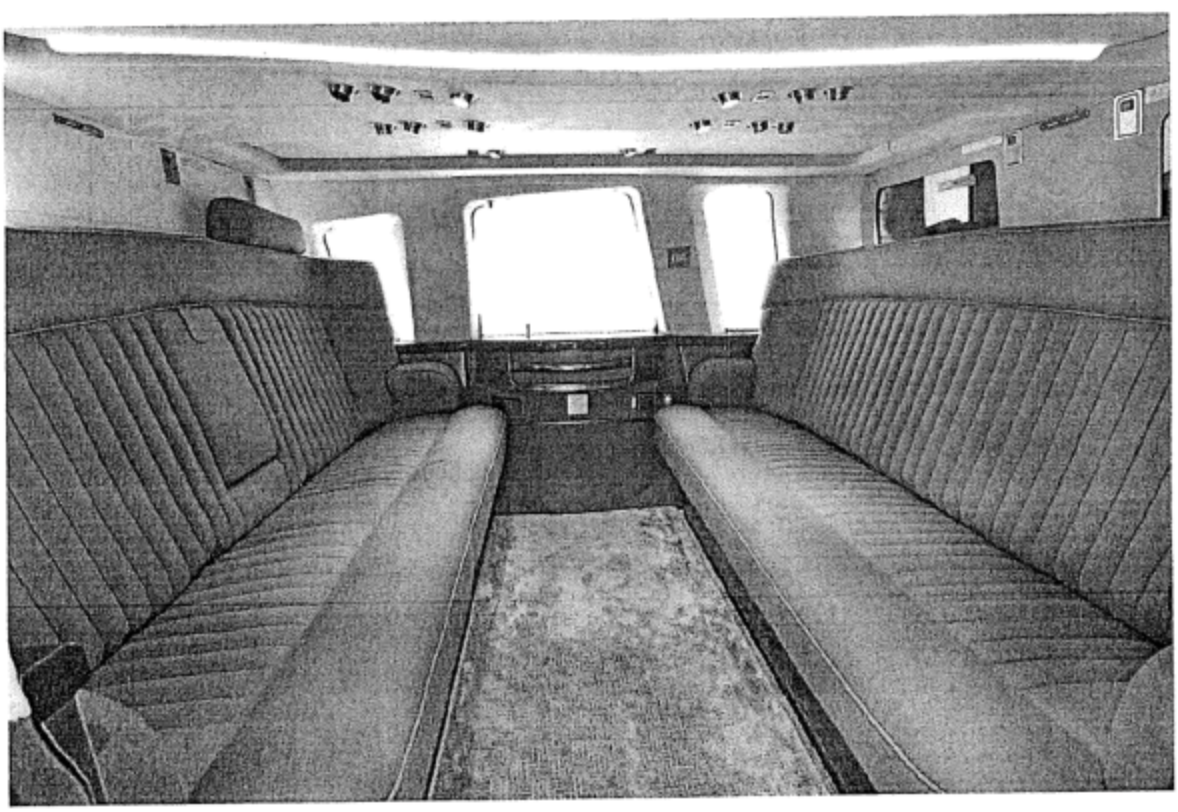
EMILY SMITH

EXCLUSIVE

Jeffrey Epstein selling creepy helicopter built for cuddling

By Emily Smith

August 2, 2019 | 9:09pm



The inside of Jeffrey Eptsein's helicopter.
http://www.controller.com

Wealthy convicted pedophile Jeffrey Epstein is selling off his fancy helicopter, which he allegedly used to shuttle young women and girls to the Hamptons and to his private jet at Teterboro Airport in New Jersey from his Manhattan party pad.

CONFIDENTIAL Subject to Protective Order IATS - 000828

SDNY_GM_02774933

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

EFTA_00261573

EFTA01340201

The sex offender is asking about $3 million for his sleek 2008 Sikorsky S-76 — which, creepily, is outfitted with two "four-person divans" that face each other rather than individual seats, so passengers can cuddle up and he could fit eight on board.

We're told Epstein is selling the chopper at a deep discount because he needs liquid assets to post bail, which his lawyer said could reach as much as $100 million.

While a used 2008 Sikorsky S-76 can command prices of $5 million to $6 million, there's a catch with Epstein's chopper: The tail number bears his initials. Any buyer would have to contend with the distinctly undesirable vanity number 722JE, a reminder of the copter's potential involvement in charges of child sex trafficking against its former owner, although it is possible to change a tail number under new ownership.

Epstein, 66, has pleaded not guilty to charges of conspiracy and child sex trafficking in the abuse of dozens of underage girls between 2002 and 2005. He pleaded guilty to two charges of soliciting prostitution from a minor in 2008, even though feds had identified 36 girls as young as 14 who potentially had been molested.

Epstein's fleet of aircraft has played a central role in his supposed sex trafficking operation.

Between 2002 and 2005, he used a private jet — dubbed the Lolita Express — to shuttle girls between estates in New York, Palm Beach, Fla., and the Virgin Islands, according to prosecutors.

Now his pilots have been hit with federal grand jury subpoenas after refusing to cooperate with authorities. The feds want to know who was on certain flights, but the pilots "lawyered up" and wouldn't answer questions.

Epstein's attorney didn't get back to us.

Jeffrey Epstein
David McGlynn

FILED UNDER JEFFREY EPSTEIN, SEX OFFENDERS

Recommended by

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

Menu

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Rel 6.2.6

Search term

Single Search N722JE
Multiple Search Help Submit a new name
Keyword Search No Records Found

Submit

Foundation

- PEP List: Over **1,600,000** politically exposed entities from 250+ countries and territories
- Sanction Lists: Real-time monitoring of all major sanction lists
- Watch Lists: Over 20 Embargo and caution lists (FBI, World Bank, Interpol, etc.)
- Enforcement Lists: Monitoring of over 1,300 financial enforcement agencies
- Adverse Media: Screening of over 35,000 news sources
- Courts: Monitoring of cross border investigations
- Photos: Over **600,000** photos of individuals

Technology

- Primary Name Matching: Arabic, Chinese, Farsi, Greek, Germanic, Japanese, Korean, Russian, Thai
- Primary Unique Identifiers: Over **2,500,000** unique identifiers (photos, dates of birth, passport numbers, national ID's)

Risk Coverage

Profiles	Total	Last 30 Days
Arms Trafficking & WMD	13324	208
Drug Trafficking	386312	3718
Enforcement	1902963	18864
Fraud	186183	3008
Global Sanction List	58985	1216
Money Laundering	67234	738
PEP	1861085	17186
Terrorism	66915	739
Wanted Individuals	55792	180

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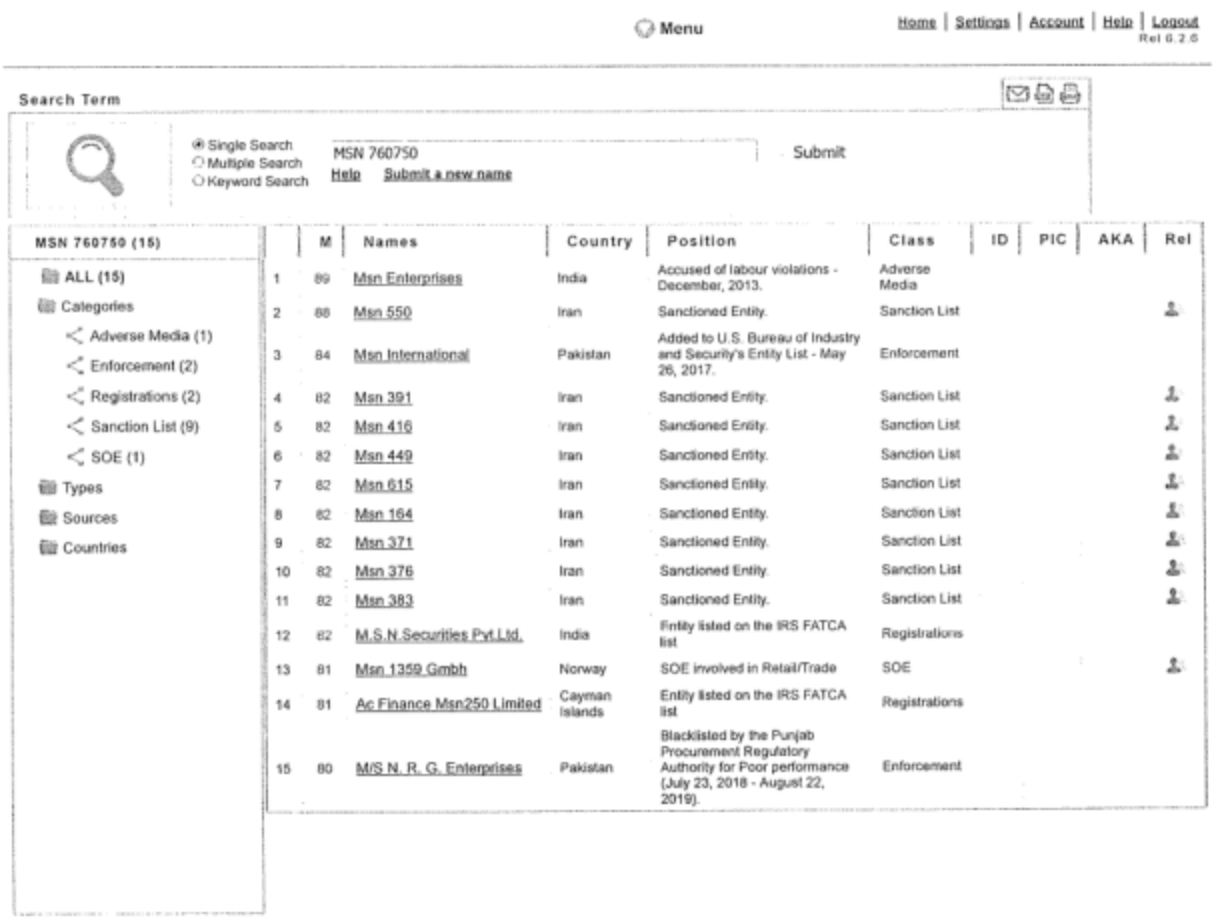
CONFIDENTIAL Subject to Protective Order IATS - 000830
SDNY_GM_02774935
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261575
EFTA01340203



Menu

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Rel 6.2.5

Search Term

Single Search
Multiple Search
Keyword Search

MSN 760750

Submit

Help Submit a new name

MSN 760750 (15)

- ALL (15)
- Categories
  - Adverse Media (1)
  - Enforcement (2)
  - Registrations (2)
  - Sanction List (9)
  - SOE (1)
- Types
- Sources
- Countries

	M	Names	Country	Position	Class	ID	PIC	AKA	Rel
1	89	Msn Enterprises	India	Accused of labour violations - December, 2013.	Adverse Media				
2	88	Msn 550	Iran	Sanctioned Entity.	Sanction List				
3	84	Msn International	Pakistan	Added to U.S. Bureau of Industry and Security's Entity List - May 26, 2017.	Enforcement				
4	82	Msn 391	Iran	Sanctioned Entity.	Sanction List				
5	82	Msn 416	Iran	Sanctioned Entity.	Sanction List				
6	82	Msn 449	Iran	Sanctioned Entity.	Sanction List				
7	82	Msn 615	Iran	Sanctioned Entity.	Sanction List				
8	82	Msn 164	Iran	Sanctioned Entity.	Sanction List				
9	82	Msn 371	Iran	Sanctioned Entity.	Sanction List				
10	82	Msn 376	Iran	Sanctioned Entity.	Sanction List				
11	82	Msn 383	Iran	Sanctioned Entity.	Sanction List				
12	82	M.S.N.Securities Pvt.Ltd.	India	Entity listed on the IRS FATCA list	Registrations				
13	81	Msn 1359 Gmbh	Norway	SOE involved in Retail/Trade	SOE				
14	81	Ac Finance Msn250 Limited	Cayman Islands	Entity listed on the IRS FATCA list	Registrations				
15	80	M/S N. R. G. Enterprises	Pakistan	Blacklisted by the Punjab Procurement Regulatory Authority for Poor performance (July 23, 2018 - August 22, 2019).	Enforcement				

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CONFIDENTIAL Subject to Protective Order IATS - 000831
SDNY_GM_02774936
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261576
EFTA01340204

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CONFIDENTIAL Subject to Protective Order IATS - 000832
SDNY_GM_02774937
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261577
EFTA01340205

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Rel 6.2.6

Search Term

Single Search
Multiple Search
Keyword Search

GEORGE REINSTRA

Submit

Help Submit a new name

GEORGE REINSTRA (4)

- ALL (4)
- Categories
  - Enforcement (2)
  - Registrations (1)
  - SOE (1)
- Types
- Sources
- Countries

	M	Names	Country	Position	Class	ID	PIC	AKA	Rel
1	86	Georges	France	Entity listed on the IRS FATCA list	Registrations				
2	82	George International Inc	United States	Formerly on the Excluded Party list of the United States Defense Logistics Agency (March 06, 2008 - February 03, 2018).	Enforcement				
3	82	George Labs Gmbh	Norway	SOE involved in Finance/Insurance	SOE				
4	82	George Resource Company Ltd.	Canada	Registration revoked for failing to comply with Securities Exchange Act - March 22, 2016.	Enforcement			a	

N/A

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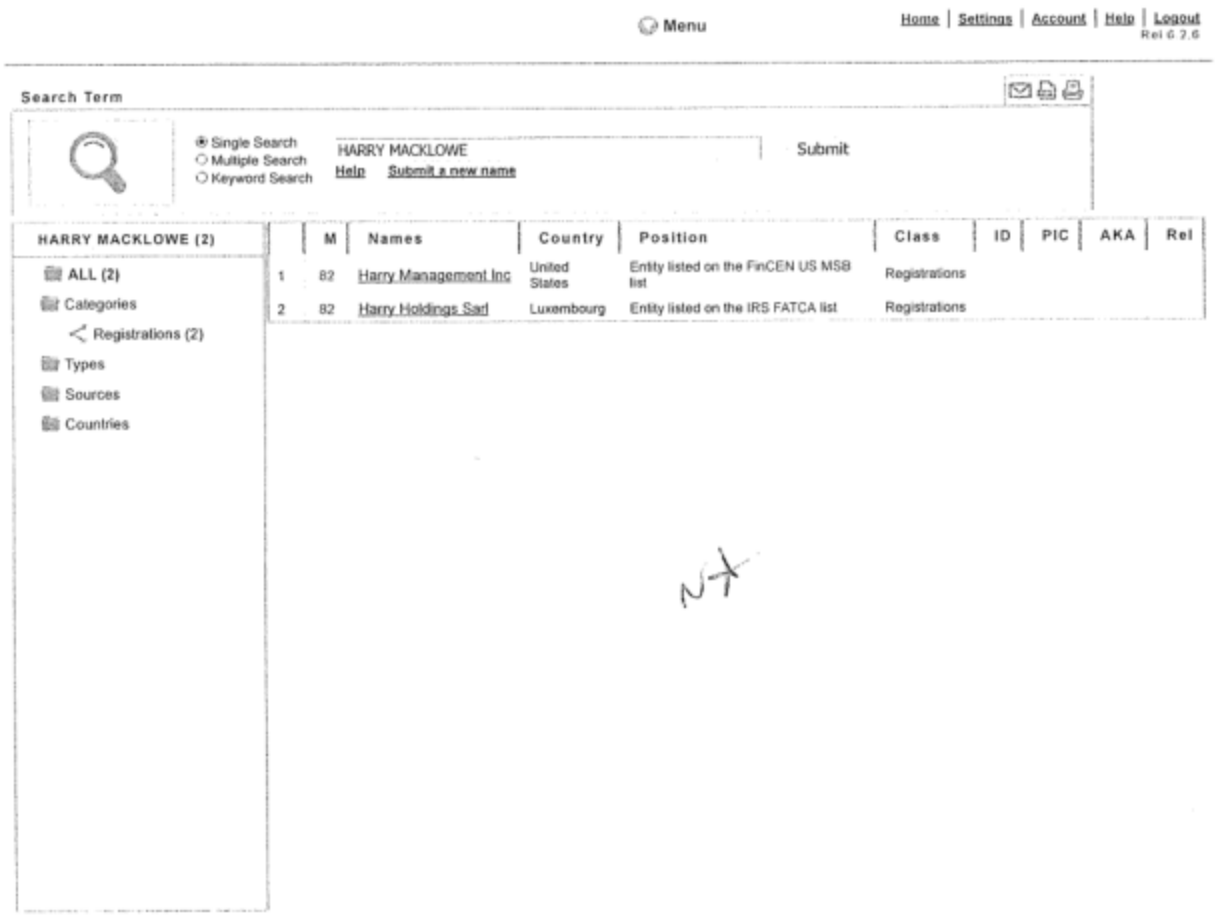
CONFIDENTIAL Subject to Protective Order IATS - 000833

SDNY_GM_02774938

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

EFTA_00261578

EFTA01340206



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CONFIDENTIAL Subject to Protective Order IATS - 000834

SDNY_GM_02774939

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

EFTA_00261579

EFTA01340207

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Search	HYPERION AIR LLC
Reviewed By	Brandee Wilson
Company	Insured Aircraft Title Service
Date	10-October-2019 01:52 PM

Display: All Results **Probability:** All Results **Match Count:** 27

Comments:

NA

	M	Names	Country	Position	Class	ID	PIC	AKA	Rel
1	93	Hyperion LLC	United States	Disciplined and fined USD 436,000 by U.S. Federal Trade Commission.	Enforcement				
2	93	Hyperion Foundation, Inc	United States	Agreed to pay USD 1,250,000 to resolve False Claims Act allegations - November 16, 2017	Enforcement				
3	93	Hyperion LLC	United States	Entity listed on the FinCEN US MSB list	Registrations				
4	92	Hyperion limited Partnership	Cayman Islands	Entity listed on the IRS FATCA list	Registrations				
5	92	Hyperion Holdings Limited	Guernsey	Entity listed on the IRS FATCA list	Registrations				
6	87	Hyperion Trust	Cayman Islands	Entity listed on the IRS FATCA list	Registrations				
7	86	Hyperion DR Limited	Guernsey	Entity listed on the IRS FATCA list	Registrations				
8	86	Hyperion RE Limited	Guernsey	Entity listed on the IRS FATCA list	Registrations				
9	86	Hyperion Resources Ltd	Canada	Cease trade order revoked by British Columbia Securities Commission - March 29, 2016	Enforcement			a	
10	85	Hyperion FI Limited	Guernsey	Entity listed on the IRS FATCA list	Registrations				
11	85	Hyperion Management Company Ltd.	Virgin Islands, British	Entity listed on the IRS FATCA list	Registrations				
12	85	Hyperion PE Limited	Guernsey	Entity listed on the IRS FATCA list	Registrations				
13	85	Hyperion EQ Limited	Guernsey	Entity listed on the IRS FATCA list	Registrations				
14	85	Hyperion HD Limited	Guernsey	Entity listed on the IRS FATCA list	Registrations				
15	85	Hyperion L Limited	Virgin Islands, British	Entity listed on the IRS FATCA list	Registrations				
16	84	Hyperion Asset Management Limited	Australia	Entity listed on the IRS FATCA list	Registrations				
17	84	Hyperion MISC Limited	Guernsey	Entity listed on the IRS FATCA list	Registrations				
18	84	Hyperion PED	Guernsey	Entity listed on the IRS FATCA list	Registrations				

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

	#	Names	Country	Position	Class	ID	PIC	AKA	Rel
19	84	Hyperion Capital Fund L.P.	Cayman Islands	Entity listed on the IRS FATCA list	Registrations				
20	84	Hyperion Capital Management Ltd	Cayman Islands	Entity listed on the IRS FATCA list	Registrations				
21	84	Hyperion Healing LLC	United States	California State Registered Marijuana Center.	Registrations				
22	82	HÜPERION Kft.	Hungary	Fined HUF 149,000 by the Competition Commission for concerted practices - March 21, 2017	Enforcement				
23	81	Hyperion Acquisition Corp	Vietnam	Registration revoked for failing to file periodic reports - August 22, 2016	Enforcement				
24	81	HYPERION SPC	Cayman Islands	Entity listed on the IRS FATCA list	Registrations				
25	81	Hiperion Energy S.L.	Spain	Entity listed on the IRS FATCA list	Registrations				
26	80	Hyperion Structured Products PCC	Jersey	Entity listed on the IRS FATCA list	Registrations				
27	80	air Company Limited	Japan	Listed as company without registration by the Kanto Local Finance Bureau - July 26, 2017.	Enforcement				

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

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Reviewed By	Brandee Wilson
Company	Insured Aircraft Title Service
Date	10-October-2019 01:53 PM

Comments:

Entity

Title	Not Available
First Name	Jeffrey Edward
Last Name	Epstein
Suffix	Not Available
Aliases	Not Available
Nicknames	Not Available
Gender	Male
Category	PEP
Sub Category	Associate
Level	National
Data Source	US-United States Attorney - Southern District of New York
Designation	Not Available
Date(s) of Birth	January 20, 1953
Place of Birth	New York, United States
Primary Country	United States
Position	Friend of Donald John Trump, Sr., President of the United States. Deceased August 10, 2019.
National ID	Not Available
Other ID	76318-054;W35755
Passport #	Not Available
Last Updated	17-September-2019
Entity ID	5708628

Additional Information

According to the U.S. Federal Bureau of Prisons; (as of August 13, 2019):
Name: Jeffrey Edward Epstein
Register Number: 76318-054
Age: 66
Sex: Male
Deceased: 08/10/2019

According to dw.com; August 23, 2019: On August 23, 2019, French prosecutors have opened an investigation against Jeffrey Epstein into suspected cases of rape of minors and other charges. The potential charges include rape and sexual assault against minors as well as an investigation into whether Epstein and associates participated in a child sex trafficking ring.

According to the United States Attorney - Southern District of New York and U.S. Department of Justice; August 10, 2019: Jeffrey Epstein who faced charges of engaging in the sex trafficking of minors, had been found unresponsive in his cell and was pronounced dead shortly thereafter of an apparent suicide.

According to boston25news.com; July 8, 2019: On July 8, 2019, Jeffrey E. Epstein pleaded not guilty to

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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261582
EFTA01340210

the sex-trafficking conspiracy charges. Jeffrey Epstein is accused of running a sex trafficking ring.

According to the United States Attorney - Southern District of New York; July 8, 2019: On July 6, 2019 Jeffrey Epstein was arrested and charged with sex trafficking of minors and conspiracy to commit sex trafficking of minors. between 2002 through 2005, Epstein sexually exploited and abused dozens of underage girls by enticing them to engage in sex acts with him in exchange for money. Epstein allegedly worked with several employees and associates to ensure that he had a steady supply of minor victims to abuse, and paid several of those victims themselves to recruit other underage girls to engage in similar sex acts for money.

According to nbcnews.com; July 07, 2019: On July 06, 2019, Billionaire convicted sex offender Jeffrey Epstein was arrested in connection with federal sex trafficking allegations. The arrest stems from incidents spanning from 2002 to 2005.

According to miamiherald.com; November 28, 2018: Jeffrey Epstein was accused of assembling a large, cult-like network of underage girls — with the help of young female recruiters to force them into having sex acts in his mansion. According to the FBI and court records, he was also suspected of trafficking minor girls, often from overseas, for sex parties at his other homes in Manhattan, New Mexico and the Caribbean. Facing a 53-page federal indictment and agreed to plead guilty to two felony prostitution charges in state court, and in exchange, he and his accomplices received immunity from federal sex-trafficking charges.

Reported Addresses

Address	City	State/Province	Country	Postal Code
150 Park Row	New York	New York	United States	10007

Individual Sources

Not Available

Relationships

Family

No relationships available

Associated Individuals

- Epstein, Jeffrey Edward PEP
  - Clinton, William JeffersonFriend PEP
  - Trump, Donald JohnFriend PEP
  - Mountbatten-Windsor, Andrew Albert Christian EdwardFriend PEP
  - Brunel, Jean-LucFriend Adverse Media

Related Companies And Organizations

No relationships available

Source Link(s)

CONFIDENTIAL Subject to Protective Order IATS - 000838

SDNY_GM_02774943

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

EFTA_00261583

EFTA01340211

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http://wcofeeds.risk.lexisnexis.com?id=5WV1-3941-DXY4-X376-00000-00
http://wcofeeds.risk.lexisnexis.com?id=5WV1-CMC1-DXY4-X3GK-00000-00
http://wcofeeds.risk.lexisnexis.com?id=5WV1-99W1-DXY4-X3G4-00000-00
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http://wcofeeds.risk.lexisnexis.com?id=5WT2-0KK1-JBG3-6021-00000-00
http://wcofeeds.risk.lexisnexis.com?id=5WT1-YG11-DXY4-X4SP-00000-00
http://wcofeeds.risk.lexisnexis.com?id=5WT1-XB01-DXY4-X4S9-00000-00
http://wcofeeds.risk.lexisnexis.com?id=5WT1-XB01-DXY4-X4RJ-00000-00
http://wcofeeds.risk.lexisnexis.com?id=5WT1-XB01-DXY4-X4S5-00000-00
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http://wcofeeds.risk.lexisnexis.com?id=5WMX-37J1-DXY4-X4KS-00000-00
http://wcofeeds.risk.lexisnexis.com?id=5WM2-5D01-JBG3-61D9-00000-00
http://wcofeeds.risk.lexisnexis.com?id=5WM3-WJB1-JBG3-64PY-00000-00
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CONFIDENTIAL Subject to Protective Order IATS - 000839
SDNY_GM_02774944
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EFTA_00261584
EFTA01340212

Documents

Unknown

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CONFIDENTIAL Subject to Protective Order IATS - 000840

SDNY_GM_02774945

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

EFTA_00261585

EFTA01340213

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Multiple Search
Keyword Search

LAWRENCE VISOSKI

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LAWRENCE VISOSKI (6)

- ALL (6)
- Categories
  - Enforcement (2)
  - Registrations (4)
- Types
- Sources
- Countries

	M	Names	Country	Position	Class	ID	PIC	AKA	Rel
1	84	Lawrence Enterprises	United States	Washington State Registered Marijuana Dispensary.	Registrations				
2	84	The Lawrence Group	United States	Cease and desist order issued for violation of engaging in fraud, forgery and asset freeze - July 9, 2013.	Enforcement			a	
3	83	Lawrence Trust	Guernsey	Entity listed on the IRS FATCA list	Registrations				
4	83	Lawrence Trust	Guernsey	Entity listed on the IRS FATCA list	Registrations				
5	83	The Lawrence Trust	Cook Islands	Entity listed on the IRS FATCA list	Registrations				
6	82	Lawrence Energy Llc.	United States	Cease and desist order issued for offering and selling unregistered securities in Wisconsin - March 12, 2015.	Enforcement				

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CONFIDENTIAL Subject to Protective Order IATS - 000841

SDNY_GM_02774946

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

EFTA_00261586

EFTA01340214

Billing Info

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

ESCROW BILLING INFORMATION

Aircraft Descriptions: N722JE, Keystone Helicopter S76C sn 760750

(IN/AB)

Buyer: Helicopter 1029, LLC ❑ Seller: _____ ❑

767 Fifth Ave

NY, NY 10153

Bill: _____ Prepay: ✓ Bill: _____ Prepay: _____

Escrow Fee: 500.00 CK12384 Escrow Fee: _____

IR Fee: _____ IR Fee: _____

Title Search: _____ Title Search: _____

Exchange Fee: _____ Exchange Fee: _____

POSTED

Total: _____ Total: _____

Date: Jan 3 20 20

By: _____

Mail ❑

Fax ❑

3.5 · IR-

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

Insured Aircraft Title Service LLC
P.O. Box 19527
Oklahoma City, OK 73144

Invoice

DATE	INVOICE #
1/3/2020	N722JE-03

BILL TO
Helicopter 1029, LLC 767 Fifth Ave. New York, NY 10153 USA

ACCOUNT #	TERMS	DUE DATE	REP
	Due Upon Receipt	1/3/2020	ROBE

DESCRIPTION	QTY	RATE	AMOUNT
3 FAA Searches	3	75.00	225.00
3 IR Searches	3	45.00	135.00
Escrow Cancellation Fee		140.00	140.00
N722JE KEYSTONE HELICOPTER S76C SN 760750			

pd thru escrow

INTERNATIONAL/DOMESTIC WIRE TRANSFER
INSTRUCTIONS ONLY

CREDIT: INSURED AIRCRAFT TITLE SERVICE LLC
21 EAST MAIN SUITE 100, OKLAHOMA CITY, OK 73104

BANK OF AMERICA
SWIFT CODE: BOFAUS3N
ROUTING [redacted]
ACCOUNT NUMBER: [redacted]
(NOT VALID FOR ACH PAYMENTS)
PLEASE REFERENCE INVOICE NUMBER LISTED ABOVE

Total	$500.00
Balance Due	$500.00

ALL PAYMENTS MUST BE REMITTTED IN $U.S. FUNDS

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

UK Air 777 Group PLC June 2014 JUN 21

N7225E Black Air 777 Group PLC June 2014 JUN 21

Verified & Posted

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

N7235E

Black Air 777 Group PLC

June 20[illegible]

JUN

Verified & Posted

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

- Set up efax
- expect 150,000.

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

(4)

N 722SE Title Search: 5/2/2020 Time: 9:06 Over 550HP
Make Keystone Helicopter Seat #'s
Model S-76C Deposit $ 150,000
S/N 760750 Purch. Price $ 3,300,000

IR WAIVER
(circle or highlights)

Engine Make Turbomeca Escrow Fee $ Split
Model Arriel 2S2 Pd by Buyer $
S/N 42285TEC Paid By Seller $
S/N 42286TEC IR Fee $
S/N TI Company / $
S/N Exchange Co.

EXP. DATE:
7/31/2022

Prop Make:
Model BACK TO BACK (circle or highlight)
S/N
S/N

Over 550 HP Seats #'s

Trade-In Eng. Make Prop Make
Make Model Model
Model S/N S/N
S/N S/N S/N

Seller: Hyperion Air LLC
Contact
Phone:
Fax:
Email:
Cell:

Buyer: BlackAir777 Group PLC
Contact Marty Black
Phon [redacted]
Fax:
Emai
Cell:

Broker: Aircraft Services Group, Inc
Contact George Beenstra
Phone:
Fax:
Email: [redacted]
Cell:

Broker:
Contact
Phone:
Fax:
Email:
Cell:

Lender:
Contact
Phone:
Fax:
Email:
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Lender:
Contact
Phone:
Fax:
Email:
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Attorney:
Contact
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Email:
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Attorney:
Contact
Phone:
Fax:
Email:
Cell:

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

Table of Content

1. Wires In/Out
2. FAA/IR Searches
3. Disbursement Instructions & Authorization
4. Contracts & Legal
5. FAA Docs & Filing
6. IR Forms & Filings
7. Closing Packet
8. AML
9. Billing Info

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

Subject: Re: 760750
From: "Kim Thompson" [redacted]
Sent: 9/28/2020 4:37:58 PM
To: "George Reenstra" [redacted]

Thanks George.
We will let you know if funds are received.

Kim Thompson, Escrow Agent
and Assistant to Joan F. Roberts - VP

Insured Aircraft Title Service, LLC.

21 East Main Street, Suite 100, Oklahoma City, OK 73104
Phone: 405-681-6663/Fax: 405-684-5007
[redacted]
www.insuredaircraft.com

Please be aware. Online bank fraud is on the rise and it is important that you be cautious before wiring funds. If you receive an email containing WIRE TRANSFER INSTRUCTIONS call your escrow officer before wiring funds to verify the accuracy of the wiring instructions. Your escrow officer can be reached at (405)681-6663.
BE VERY CAREFUL IN WIRING FUNDS.

------ Original Message ------
From: "George Reenstra" [redacted]
To: "Kim Thompson" [redacted]
Sent: 9/28/2020 4:32:24 PM
Subject: 760750

Not sure I attached this for you from Marty

George Reenstra
[redacted]
www.helicopterresales.com

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

FAA REGISTRY

N-Number Inquiry Results

N722JE is Assigned

Aircraft Description

Serial Number	760750	**Status**	Valid
Manufacturer Name	KEYSTONE HELICOPTER	**Certificate Issue Date**	07/17/2019
Model	S-76C	**Expiration Date**	07/31/2022
Type Aircraft	Rotorcraft	**Type Engine**	Turbo-shaft
Pending Number Change	None	**Dealer**	No
Date Change Authorized	None	**Mode S Code (base 8 / oct)**	52325707
MFR Year	2008	**Mode S Code (base 16 / hex)**	A9ABC7
Type Registration	LLC	**Fractional Owner**	NO

Registered Owner

Name	HYPERION AIR LLC		
Street	6100 RED HOOK QUARTER B3		
City	ST THOMAS	**State**	FOREIGN
County		**Zip Code**	00802
Country	VIRGIN ISLANDS		

Airworthiness

Engine Manufacturer	TURBOMECA	**Classification**	Standard
Engine Model	ARRIEL 2S2	**Category**	Transport
A/W Date	12/08/2008	**Exception Code**	No

The information contained in this record should be the most current Airworthiness information available in the historical aircraft record. However, this data alone does not provide the basis for a determination regarding the airworthiness of an aircraft or the current aircraft configuration. For specific information, you may request a copy of the aircraft record at http://aircraft.faa.gov/e.gov/ND/

Other Owner Names

None

Temporary Certificates

None

Fuel Modifications

None

CONFIDENTIAL Subject to Protective Order IATS - 000851

SDNY_GM_02774956

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

EFTA_00261596

EFTA01340224

Subject: {Disarmed} Re: {Disarmed} Re: N722JE
From: "George Reenstra" [redacted]
Sent: 9/25/2020 12:26:31 PM
To: "Darren Indyke" [redacted]
CC: [redacted]
"Richard Kahn" [redacted]

Kim

That is correct

George Reenstra
[redacted]
Helicopterresales.com

This message was dictated please forgive any typo

> On Sep 25, 2020, at 1:14 PM, Darren Indyke [redacted] wrote:
>
> I am an authorized representative of the Seller, Hyperion Air, LLC. Thank you.
>
> DARREN K. INDYKE
> 5300 W. Atlantic Avenue, Suite 602
> Delray Beach, Florida 33484
> [redacted]
>
> **********
> The information contained in this communication is confidential, may be attorney-client privileged, and is intended only for the use of the addressee. It is the property of Darren K. Indyke. Unauthorized use, disclosure or copying of this communication or any part thereof is strictly prohibited and may be unlawful. If you have received this communication in error, please notify us immediately by return e-mail, and destroy this communication and all copies thereof, including all attachments.
> Copyright of Darren K. Indyke - © 2019 Darren K. Indyke – All rights reserved.
> **********
>
> On Sep 25, 2020, at 1:08 PM, Kim Thompson [redacted] wrote:

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

Darren,
Who are you representing in this transaction?

Kim Thompson, Escrow Agent
and Assistant to Joan F. Roberts - VP
<IATS small logo 2.png>
21 East Main Street, Suite 100, Oklahoma City, OK 73104
Phone: 405-681-6663/Fax: 405-684-5007
MailScanner has detected a possible fraud attempt from "nam11.safelinks.protection.outlook.com" claiming to be [redacted]
MailScanner has detected a possible fraud attempt from "x-msg:" claiming to be www.insuredaircraft.com

Please be aware. Online bank fraud is on the rise and it is important that you be cautious before wiring funds. If you receive an email containing WIRE TRANSFER INSTRUCTIONS call your escrow officer before wiring funds to verify the accuracy of the wiring instructions. Your escrow officer can be reached at (405)681-6663.
BE VERY CAREFUL IN WIRING FUNDS.

------ Original Message ------
From: "Darren Indyke" [redacted]
To: [redacted]
Cc: "Darren Indyke" [redacted] "Richard Kahn" [redacted] "George Reenstra" [redacted]
Sent: 9/25/2020 11:54:01 AM
Subject: {Disarmed} Re: N722JE

Thank you for the information. Please let me know if and when the funds arrive. Please change my email address to [redacted]
Thank you.

DARREN K. INDYKE
5300 W. Atlantic Avenue, Suite 602
Delray Beach, Florida 33484
[redacted]

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

Copyright of Darren K. Indyke - © 2019 Darren K. Indyke – All rights reserved.

On Sep 25, 2020, at 12:24 PM, Kim Thompson [redacted] wrote:

Darren,
We have not received a deposit into escrow for this aircraft.

Kim Thompson, Escrow Agent
and Assistant to Joan F. Roberts - VP
<IATS small logo 2.png>
21 East Main Street, Suite 100, Oklahoma City, OK 73104
Phone: 405-681-6663/Fax: 405-684-5007
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SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Subject: {Disarmed} Re: {Disarmed} Re: N722JE
From: "Darren Indyke" [redacted]
Sent: 9/25/2020 12:13:47 PM
To: [redacted]
CC: "Darren Indyke" [redacted] "Richard Kahn" [redacted]; "George Reenstra" [redacted]

I am an authorized representative of the Seller, Hyperion Air, LLC. Thank you.

DARREN K. INDYKE
5300 W. Atlantic Avenue, Suite 602
Delray Beach, Florida 33484
[redacted]

****
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****

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Who are you representing in this transaction?

Kim Thompson, Escrow Agent
and Assistant to Joan F. Roberts - VP
<IATS small logo 2.png>
21 East Main Street, Suite 100, Oklahoma City, OK 73104
Phone: 405-681-6663/Fax: 405-684-5007
[redacted]

MailScanner has detected a possible fraud attempt from "x-msg:" claiming to be www.insuredaircraft.com

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

Subject: Re: {Disarmed} Re: N722JE
From: "Kim Thompson" [redacted]
Sent: 9/25/2020 12:08:49 PM
To: "Darren Indyke" [redacted]
CC: "Darren Indyke" [redacted] "Richard Kahn" [redacted] "George Reenstra" [redacted]

Darren,
Who are you representing in this transaction?

Kim Thompson, Escrow Agent
and Assistant to Joan F. Roberts - VP

Insured Aircraft Title Service, LLC.

21 East Main Street, Suite 100, Oklahoma City, OK 73104
Phone: 405-681-6663/Fax: 405-684-5007
[redacted]
www.insuredaircraft.com

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BE VERY CAREFUL IN WIRING FUNDS.

------ Original Message ------
From: "Darren Indyke" [redacted]
To: [redacted]
Cc: "Darren Indyke" [redacted] "Richard Kahn" [redacted] "George Reenstra" [redacted]
Sent: 9/25/2020 11:54:01 AM
Subject: {Disarmed} Re: N722JE

Thank you for the information. Please let me know if and when the funds arrive.
Please change my email address to [redacted] Thank you.

DARREN K. INDYKE
5300 W. Atlantic Avenue, Suite 602
Delray Beach, Florida 33484

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

[redacted]

****
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****

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We have not received a deposit into escrow for this aircraft.

Kim Thompson, Escrow Agent
and Assistant to Joan F. Roberts - VP
<IATS small logo 2.png>
21 East Main Street, Suite 100, Oklahoma City, OK 73104
Phone: 405-681-6663/Fax: 405-684-5007
[redacted]

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BE VERY CAREFUL IN WIRING FUNDS.

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

Subject: {Disarmed} Re: N722JE
From: "Darren Indyke" [redacted]
Sent: 9/25/2020 11:54:01 AM
To: [redacted]
CC: "Darren Indyke" [redacted] "Richard Kahn" [redacted]>; "George Reenstra" [redacted]

Thank you for the information. Please let me know if and when the funds arrive. Please change my email address to [redacted] Thank you.

DARREN K. INDYKE
5300 W. Atlantic Avenue, Suite 602
Delray Beach, Florida 33484
[redacted]

****
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Copyright of Darren K. Indyke - © 2019 Darren K. Indyke – All rights reserved.
****

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Darren,
We have not received a deposit into escrow for this aircraft.

Kim Thompson, Escrow Agent
and Assistant to Joan F. Roberts - VP
<IATS small logo 2.png>
21 East Main Street, Suite 100, Oklahoma City, OK 73104
Phone: 405-681-6663/Fax: 405-684-5007
[redacted]

MailScanner has detected a possible fraud attempt from "x-msg:" claiming to be www.insuredaircraft.com

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

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BE VERY CAREFUL IN WIRING FUNDS.

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

Subject: Re: 760750
From: "Kim Thompson" [redacted]
Sent: 7/27/2020 10:12:01 AM
To: "George Reenstra" [redacted]

George,
I will let you know if the funds are received.

Kim Thompson, Escrow Agent
and Assistant to Joan F. Roberts - VP

Insured Aircraft Title Service, LLC.

21 East Main Street, Suite 100, Oklahoma City, OK 73104
Phone: 405-681-6663/Fax: 405-684-5007
[redacted]
www.insuredaircraft.com

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BE VERY CAREFUL IN WIRING FUNDS.

------ Original Message ------
From: "George Reenstra" [redacted]
To: "Joan Roberts" [redacted]
Cc: "Kim Thompson [redacted]
Sent: 7/27/2020 9:27:16 AM
Subject: 760750

Marty Black. Of Black air in the Uk tells me he via B of A. He is sending appro 3.1 m
To your escrow account.

Frankly I'm not totally convinced. I'll keep you updated

George Reenstra
[redacted]

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

Subject: {Disarmed} Re: N722JE
From: "George Reenstra" [redacted]
Sent: 4/8/2020 11:09:04 AM
To: "Kim Thompson" [redacted]

So buyer says but claims funds in UK hard to move

I guess we wait and see

George Reenstra
[redacted]
Helicopterresales.com

This message was dictated please forgive any typo

> On Apr 8, 2020, at 12:00 PM, Kim Thompson [redacted] wrote:
>
> George,
> We have not received a deposit into escrow for this aircraft.
> Is Blackair 777 Group still going to purchase this one?
>
> **Kim Thompson, Escrow Agent**
> and Assistant to Joan F. Roberts - VP
> <IATS small logo 2.png>
>
> 21 East Main Street, Suite 100, Oklahoma City, OK 73104
> Phone: 405-681-6663/Fax: 405-684-5007
> ***MailScanner has detected a possible fraud attempt from "nam11.safelinks.protection.outlook.com" claiming to be*** [redacted]
> ***MailScanner has detected a possible fraud attempt from "nam11.safelinks.protection.outlook.com" claiming to be www.insuredaircraft.com***
>
> **Please be aware.** Online bank fraud is on the rise and it is important that you be cautious before wiring funds. If you receive an email containing WIRE TRANSFER INSTRUCTIONS call your escrow officer before wiring funds to verify the accuracy of the wiring instructions. Your escrow officer can be reached at (405)681-6663.
> **BE VERY CAREFUL IN WIRING FUNDS.**

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

Subject: N722JE
From: "Kim Thompson" [redacted]
Sent: 4/8/2020 11:00:14 AM
To: [redacted]

George,
We have not received a deposit into escrow for this aircraft.
Is Blackair 777 Group still going to purchase this one?

Kim Thompson, Escrow Agent
and Assistant to Joan F. Roberts - VP

Insured Aircraft Title Service, LLC.

21 East Main Street, Suite 100, Oklahoma City, OK 73104
Phone: 405-681-6663/Fax: 405-684-5007
[redacted]
www.insuredaircraft.com

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BE VERY CAREFUL IN WIRING FUNDS.

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

Subject: N722JE
From: "Aundrea Jones" [redacted]
Sent: 4/8/2020 9:27:40 AM
To: [redacted]

Good Morning,

Just going through our file and wondering if this transaction is moving forward. Please advise.

Aundrea Jones
Escrow Assistant to
Joan F. Roberts-Vice President
21 E. Main Street, Ste. 100
Oklahoma City, OK 73104
800.654.4882 Toll Free
405-681-6663 Local
405-684-5074 Fax
[redacted]
www.insuredaircraft.com

Please be aware. Online bank fraud is on the rise and it is important that you be cautious before wiring funds. If you receive an email containing WIRE TRANSFER INSTRUCTIONS call your escrow officer before wiring funds to verify the accuracy of the wiring instructions. Your escrow officer can be reached at (405)681-6663.
BE VERY CAREFUL IN WIRING FUNDS.

CONFIDENTIAL Subject to Protective Order IATS - 000863
SDNY_GM_02774968
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261608
EFTA01340236

Subject: FAA Title Search for N722JE
From: "Rhiannon Routh" [redacted]
Sent: 3/2/2020 12:50:53 PM
To: [redacted]
Attachments: N722JE TS.pdf

Hello,

Please see attached the FAA title search on the above referenced aircraft.

Please let me know if our office can be of further assistance or if you have any questions.

Thank you,

Rhiannon Routh
Escrow Support for Joan F. Roberts - VP
Insured Aircraft Title Service, LLC
21 East Main, Suite 100
Oklahoma City, OK 73104
Phone: 405-681-6663
Fax: 405-682-0818
[redacted]
www.insuredaircraft.com

Please be aware. Online bank fraud is on the rise and it is important that you be cautious before wiring funds. If you receive an email containing WIRE TRANSFER INSTRUCTIONS call your escrow officer before wiring funds to verify the accuracy of the wiring instructions. Your escrow officer can be reached at (405)681-6663.
BE VERY CAREFUL IN WIRING FUNDS.

CONFIDENTIAL Subject to Protective Order IATS - 000864
SDNY_GM_02774969
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261609
EFTA01340237

Subject: FAA Title Search for N722JE
From: "Rhiannon Routh" [redacted]
Sent: 3/2/2020 12:50:30 PM
To: [redacted]
Attachments: N722JE TS.pdf

Hello,

Please see attached the FAA title search on the above referenced aircraft.

Please let me know if our office can be of further assistance or if you have any questions.

Thank you,

Rhiannon Routh
Escrow Support for Joan F. Roberts - VP
Insured Aircraft Title Service, LLC
21 East Main, Suite 100
Oklahoma City, OK 73104
Phone: 405-681-6663
Fax: 405-682-0818
[redacted]
www.insuredaircraft.com

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BE VERY CAREFUL IN WIRING FUNDS.

CONFIDENTIAL Subject to Protective Order IATS - 000865
SDNY_GM_02774970
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261610
EFTA01340238

Subject: Re: S-76C++ 760750
From: "Megan Newberry" [redacted]
Sent: 3/2/2020 7:00:41 AM
To: "AIR777" [redacted]
CC: "george Reenstra" [redacted]

ok we will advise upon receipt and we will get this set up for you.

Thank You

Megan Newberry
Escrow Agent/Assistant to Joan F. Roberts - VP
Insured Aircraft Title Service, LLC
21 East Main, Suite 100
Oklahoma City, OK 73104
Phone: 405-681-6663
Fax: 405-688-3704
[redacted]
www.insuredaircraft.com

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BE VERY CAREFUL IN WIRING FUNDS.

------ Original Message ------
From: "AIR777" [redacted]
To: [redacted]
Cc: "george Reenstra" [redacted]
Sent: 3/2/2020 4:51:56 AM
Subject: S-76C++ 760750

> Hi Megan,
>
> I will be transferring $150,000.00 this week to secure S-76C++ serial number 760750 to your B of A account in London

CONFIDENTIAL Subject to Protective Order IATS - 000866
SDNY_GM_02774971
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261611
EFTA01340239

FAA REGISTRY

N-Number Inquiry Results

N722JE is Assigned

Aircraft Description

Serial Number	760750	**Status**	Valid
Manufacturer Name	KEYSTONE HELICOPTER	**Certificate Issue Date**	07/17/2019
Model	S-76C	**Expiration Date**	07/31/2022
Type Aircraft	Rotorcraft	**Type Engine**	Turbo-shaft
Pending Number Change	None	**Dealer**	No
Date Change Authorized	None	**Mode S Code (base 8 / oct)**	52325707
MFR Year	2008	**Mode S Code (base 16 / hex)**	A9ABC7
Type Registration	LLC	**Fractional Owner**	NO

Registered Owner

Name	HYPERION AIR LLC		
Street	6100 RED HOOK QUARTER B3		
City	ST THOMAS	**State**	FOREIGN
County		**Zip Code**	00802
Country	VIRGIN ISLANDS		

Airworthiness

Engine Manufacturer	TURBOMECA	**Classification**	Standard
Engine Model	ARRIEL 2S2	**Category**	Transport
A/W Date	12/08/2008	**Exception Code**	No

The information contained in this record should be the most current Airworthiness information available in the historical aircraft record. However, this data alone does not provide the basis for a determination regarding the airworthiness of an aircraft or the current aircraft configuration. For specific information, you may request a copy of the aircraft record at http://aircraft.faa.gov/e.gov/ND/

Other Owner Names

None

Temporary Certificates

None

Fuel Modifications

None

CONFIDENTIAL Subject to Protective Order IATS - 000867

SDNY_GM_02774972

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

EFTA_00261612

EFTA01340240

Wires
In/Out

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

Subject: Fw: 760750 (N722JE)
From: "Kim Thompson" [redacted]
Sent: 9/28/2020 4:39:08 PM
To: [redacted]
Attachments: S76++1.pdf

George said we are getting USD. However, attached appears to be GBP. Can you look to see if these funds have been received.

Kim Thompson, Escrow Agent
and Assistant to Joan F. Roberts - VP

Insured Aircraft Title Service, LLC.

21 East Main Street, Suite 100, Oklahoma City, OK 73104
Phone: 405-681-6663/Fax: 405-684-5007
[redacted]
www.insuredaircraft.com

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BE VERY CAREFUL IN WIRING FUNDS.

------ Forwarded Message ------
From: "George Reenstra" [redacted]
To: "Kim Thompson" [redacted]
Sent: 9/28/2020 4:32:24 PM
Subject: 760750

Not sure I attached this for you from Marty

George Reenstra
[redacted]
www.helicopterresales.com

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

Aircraft Description:

Date	Beneficiary	Debit	Credit	Balance

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

Subject: Re: Fw: 760750 (N722JE)
From: "Cyra Miller" [redacted]
Sent: 9/28/2020 4:42:22 PM
To: "Kim Thompson" [redacted]

It appears to be GBP. It is being sent to our GBP account, not our USD London account.

Cyra Miller
Staff Accountant
Insured Aircraft Title Service LLC
Phone (405) 681-6663
Fax (405) 684-5070
[redacted]
www.insuredaircraft.com

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BE VERY CAREFUL IN WIRING FUNDS.

------ Original Message ------
From: "Kim Thompson" [redacted]
To: [redacted]
Sent: 9/28/2020 4:39:08 PM
Subject: Fw: 760750 (N722JE)

George said we are getting USD. However, attached appears to be GBP. Can you look to see if these funds have been received.

Kim Thompson, Escrow Agent
and Assistant to Joan F. Roberts - VP

Insured Aircraft Title Service, LLC.

21 East Main Street, Suite 100, Oklahoma City, OK 73104
Phone: 405-681-6663/Fax: 405-684-5007
[redacted]
www.insuredaircraft.com

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

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BE VERY CAREFUL IN WIRING FUNDS.

------ Forwarded Message ------
From: "George Reenstra" [redacted]
To: "Kim Thompson" [redacted]
Sent: 9/28/2020 4:32:24 PM
Subject: 760750

Not sure I attached this for you from Marty

George Reenstra
[redacted]
www.helicopterresales.com

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

Subject: Re: S76++1.pdf
From: "Kim Thompson" [redacted]
Sent: 9/28/2020 10:44:37 AM
To: "George Reenstra" [redacted] "Rhiannon Routh" [redacted]

George,
Is he sending GBP or USD into escrow?

Kim Thompson, Escrow Agent
and Assistant to Joan F. Roberts - VP

Insured Aircraft Title Service, LLC.

21 East Main Street, Suite 100, Oklahoma City, OK 73104
Phone: 405-681-6663/Fax: 405-684-5007
[redacted]
www.insuredaircraft.com

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BE VERY CAREFUL IN WIRING FUNDS.

------ Original Message ------
From: "George Reenstra" [redacted]
To: "Kim Thompson" [redacted]
Sent: 9/28/2020 9:59:44 AM
Subject: S76++1.pdf

> This is a supposed deposit on
> 760750. Via BA
> New one to me can you see from your BA contact

CONFIDENTIAL Subject to Protective Order IATS - 000873
SDNY_GM_02774978
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261618
EFTA01340246

Account [redacted] 30-02-48

BLACK MARTY

Bank transfer

Enter data > Summary > Confirm

International Bank Transfer

Type Bank transfer	SWIFT
From account	[redacted] - USD BLACK MARTY
Instructing party	BLACK MARTY
Beneficiary	INSURED AIRCRAFT TITLE SERVICES
Country	UNITED KINGDOM
IBAN	[redacted]
BIC	
Amount USD	63,000.00
Fees GBP	19.95
Charges	SHA
Instruction date	24/09/2020
Debit date	30/09/2020
Execution date	30/09/2020
Debit value date	02/10/2020
Description	S76

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- Opening prices: #Ftse100 -1.20% #DAX -0.94% #CAC -1.13% #Estoxx50 -1.15% #GBPUSD 1.2706 #EURG... about an hour ago
- Asia Closing prices: #HangSeng -1.79% #ChinaA50 -1.45% #FtseSingapore 0.89% #Nikkei -1.11% #GBP... about 3 hours ago
- US Closing prices: #DOW -1.92% #NASDAQ -3.16% #Ftse100 1.20% #GBPUSD 1.2719 #EURGBP 0.9169 ... about 13 hours ago
- Closing prices: #Ftse100 1.20% #DAX 0.39% #CAC 0.62% #Estoxx50 0.62% #GBPUSD 1.2748 #EURGBP ... about 18 hours ago
- US Opening prices: #DOW 0.47% #NASDAQ -0.11% #Ftse100 2.03% #GBPUSD 1.2741 #EURGBP 0.9172 ... about 20 hours ago

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

Account [redacted] 30-02-48

BLACK MARTY

Bank transfer

Enter data > Summary > Confirm

International Bank Transfer

Type Bank transfer	SWIFT
From account	[redacted] USD BLACK MARTY
Instructing party	BLACK MARTY
Beneficiary	INSURED AIRCRAFT TITLE SERVICES
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Instruction date	24/09/2020
Debit date	29/09/2020
Execution date	29/09/2020
Debit value date	01/10/2020
Description	S76

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Account [redacted] 30-02-48

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

Subject: Fw: S76++1.pdf
From: "Kim Thompson" [redacted]
Sent: 9/28/2020 10:43:44 AM
To: "Rhiannon Routh" [redacted]
Attachments: S76++1.pdf; ATT00001.txt

Kim Thompson, Escrow Agent
and Assistant to Joan F. Roberts - VP

Insured Aircraft Title Service, LLC.

21 East Main Street, Suite 100, Oklahoma City, OK 73104
Phone: 405-681-6663/Fax: 405-684-5007
[redacted]
www.insuredaircraft.com

Please be aware. Online bank fraud is on the rise and it is important that you be cautious before wiring funds. If you receive an email containing WIRE TRANSFER INSTRUCTIONS call your escrow officer before wiring funds to verify the accuracy of the wiring instructions. Your escrow officer can be reached at (405)681-6663.
BE VERY CAREFUL IN WIRING FUNDS.

------ Forwarded Message ------
From: "George Reenstra" [redacted]
To: "Kim Thompson" [redacted]
Sent: 9/28/2020 9:59:44 AM
Subject: S76++1.pdf

This is a supposed deposit on
760750. Via BA
New one to me can you see from your BA contact

CONFIDENTIAL Subject to Protective Order IATS - 000879
SDNY_GM_02774984
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261624
EFTA01340252

Subject: 760750
From: "George Reenstra [redacted]
Sent: 9/28/2020 4:32:24 PM
To: "Kim Thompson" [redacted]
Attachments: S76++1.pdf

Not sure I attached this for you from Marty

George Reenstra
[redacted]
www.helicopterresales.com

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

Account [redacted] 30-02-48

BLACK MARTY

Bank transfer

Enter data > Summary > Confirm

International Bank Transfer

Type Bank transfer	SWIFT
From account	[redacted] USD BLACK MARTY
Instructing party	BLACK MARTY
Beneficiary	INSURED AIRCRAFT TITLE SERVICES
Country	UNITED KINGDOM
IBAN	[redacted]
BIC	
Amount USD	63,000.00
Fees GBP	19.95
Charges	SHA
Instruction date	24/09/2020
Debit date	30/09/2020
Execution date	30/09/2020
Debit value date	02/10/2020
Description	S76

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- Opening prices: #Ftse100 -1.20% #DAX -0.94% #CAC -1.13% #Estoxx50 -1.15% #GBPUSD 1.2706 #EURG... about an hour ago
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Account [redacted] 30-02-48

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FAA/IR
Searches

SDNY_GM_02774991

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

EFTA_00261631

EFTA01340259

AIRCRAFT TITLE REPORT from FAA RECORDS SEARCH

Account No. 1
Phone No.

For: Insured Aircraft Title Service, LLC
Escrow Department
21 East Main St., Suite 100
Oklahoma City, OK 73104
Attn: Joan Roberts

Insured Aircraft Title Service, LLC
P. O. BOX 19527 405-681-6663
OKLAHOMA CITY, OKLAHOMA 73144
TOLL FREE: PHONE 800-654-4882

RE: N/A

FAA Records Search revealed the following TITLE information on the aircraft herein described.

Object:	N722JE
Make:	Keystone Helicopter
Model:	S-76C
Serial No.:	760750
Record Owner:	Hyperion Air, LLC
Address:	6100 Red Hook Quarter, B3, St. Thomas, USVI 00802
Type:	LLC **Date Registered:** 7-17-19
Title:	Manager
Signed By:	Lawrence P. Visoski, Jr.
Acquired By:	Bill of Sale
Date:	6-13-19 **Date Filed:** 6-13-19
Recorded:	7-17-19 **FAA Doc. #** JD020475
Previous Owner:	ASI Wings, LLC
Address:	151 Farmington Avenue, Hartford, CT 06156
Date Registered:	8-16-11
Subject To:	NO LIENS OF RECORD

CONFIDENTIAL Subject to Protective Order IATS - 000887
SDNY_GM_02774992
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261632
EFTA01340260

AIRCRAFT TITLE REPORT from FAA RECORDS SEARCH

Account No. 1

Phone No.

For: Insured Aircraft Title Service, LLC
Escrow Department
21 East Main St., Suite 100
Oklahoma City, OK 73104
Attn: Joan Roberts

Insured Aircraft Title Service, LLC
P. O. BOX 19527 405-681-6663
OKLAHOMA CITY, OKLAHOMA 73144
TOLL FREE: PHONE 800-654-4882

RE: N/A

This search is subject to the filings reflected on the records and index of collateral provided by the FAA and Insured Aircraft Title Service assumes no responsibility as to the accuracy of said source, and does not guarantee, insure, or warrant that said FAA records and index of collateral are free of error.

Report Date: 03/02/2020
7:29 a.m. Central
INSURED AIRCRAFT TITLE SERVICE
By T. Morgan
Title Examiner

TM/ts

This title search DOES NOT include a search for registrations lodged at the International Registry of Mobile Assets. If this collateral qualifies under the provisions of the Capetown Convention and Aircraft Protocol, a separate search should be obtained.

CONFIDENTIAL Subject to Protective Order IATS - 000888
SDNY_GM_02774993
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261633
EFTA01340261

AIRCRAFT TITLE REPORT from FAA RECORDS SEARCH

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Phone No.

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Escrow Department
21 East Main St., Suite 100
Oklahoma City, OK 73104
Attn: Joan Roberts

Insured Aircraft Title Service, LLC
P. O. BOX 19527 405-681-6663
OKLAHOMA CITY, OKLAHOMA 73144
TOLL FREE: PHONE 800-654-4882

RE: N722JE

FAA Records Search revealed the following TITLE information on the aircraft herein described.

Object:	Engine
Make:	Turbomeca
Model:	Arriel 2S2
Serial No.:	42285TEC
Record Owner:	FAA does not register engines by name of owner. Lien status only is subject to recordation.
Subject To:	The FAA advises that there is no encumbrance cross-reference card in existence for the above described engine indicating that the engine has never been encumbered within the FAA's recording system, therefore, there are No Liens of Record.

This report is subject to the accuracy of the Federal Aviation Administration employees and computers in their record keeping abilities in recordation of liens regarding engines of 550 shp or over. Specifically excluded from this report are liens, security interests, or other encumbrances against engines which are not specifically noted on the engine data cards maintained by the FAA prior to September 1997, and/or on the engine serial number inquiry screen for encumbrances recorded after September 18, 1997.

CONFIDENTIAL Subject to Protective Order IATS - 000889
SDNY_GM_02774994
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261634
EFTA01340262

AIRCRAFT TITLE REPORT from FAA RECORDS SEARCH

Account No. 1

Phone No.

For: Insured Aircraft Title Service, LLC
Escrow Department
21 East Main St., Suite 100
Oklahoma City, OK 73104
Attn: Joan Roberts

Insured Aircraft Title Service, LLC
P. O. BOX 19527 405-681-6663
OKLAHOMA CITY, OKLAHOMA 73144
TOLL FREE: PHONE 800-654-4882

RE: N722JE

This search is subject to the filings reflected on the records and index of collateral provided by the FAA and Insured Aircraft Title Service assumes no responsibility as to the accuracy of said source, and does not guarantee, insure, or warrant that said FAA records and index of collateral are free of error.

Report Date: 03/02/2020
7:29 a.m. Central
INSURED AIRCRAFT TITLE SERVICE
By T. Morgan
Title Examiner

TM/ts

This title search DOES NOT include a search for registrations lodged at the International Registry of Mobile Assets. If this collateral qualifies under the provisions of the Capetown Convention and Aircraft Protocol, a separate search should be obtained.

CONFIDENTIAL Subject to Protective Order IATS - 000890
SDNY_GM_02774995
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261635
EFTA01340263

AIRCRAFT TITLE REPORT from FAA RECORDS SEARCH

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Escrow Department
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Oklahoma City, OK 73104
Attn: Joan Roberts

Insured Aircraft Title Service, LLC
P. O. BOX 19527 405-681-6663
OKLAHOMA CITY, OKLAHOMA 73144
TOLL FREE: PHONE 800-654-4882

RE: N722JE

FAA Records Search revealed the following TITLE information on the aircraft herein described.

Object:	Engine
Make:	Turbomeca
Model:	Arriel 2S2
Serial No.:	42286TEC
Record Owner:	FAA does not register engines by name of owner. Lien status only is subject to recordation.
Subject To:	The FAA advises that there is no encumbrance cross-reference card in existence for the above described engine indicating that the engine has never been encumbered within the FAA's recording system, therefore, there are No Liens of Record.

This report is subject to the accuracy of the Federal Aviation Administration employees and computers in their record keeping abilities in recordation of liens regarding engines of 550 shp or over. Specifically excluded from this report are liens, security interests, or other encumbrances against engines which are not specifically noted on the engine data cards maintained by the FAA prior to September 1997, and/or on the engine serial number inquiry screen for encumbrances recorded after September 18, 1997.

CONFIDENTIAL Subject to Protective Order IATS - 000891
SDNY_GM_02774996
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261636
EFTA01340264

AIRCRAFT TITLE REPORT from FAA RECORDS SEARCH

Account No.

Phone No.

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Oklahoma City, OK 73104
Attn: Joan Roberts

Insured Aircraft Title Service, LLC
P. O. BOX 19527 405-681-6663
OKLAHOMA CITY, OKLAHOMA 73144
TOLL FREE: PHONE 800-654-4882

RE: N722JE

This search is subject to the filings reflected on the records and index of collateral provided by the FAA and Insured Aircraft Title Service assumes no responsibility as to the accuracy of said source, and does not guarantee, insure, or warrant that said FAA records and index of collateral are free of error.

Report Date: 03/02/2020
7:29 a.m. Central
INSURED AIRCRAFT TITLE SERVICE
By T. Morgan
Title Examiner

TM/ts

This title search DOES NOT include a search for registrations lodged at the International Registry of Mobile Assets. If this collateral qualifies under the provisions of the Capetown Convention and Aircraft Protocol, a separate search should be obtained.

CONFIDENTIAL Subject to Protective Order IATS - 000892
SDNY_GM_02774997
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261637
EFTA01340265

Disbursement
Instructions & Authorization

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

Subject: 760750
From: "George Reenstra" <[redacted]
Sent: 7/27/2020 9:27:16 AM
To: "Joan Roberts" [redacted]
CC: "Kim Thompson[redacted]

Marty Black. Of Black air in the Uk tells me he via B of A. He is sending appro 3.1 m To your escrow account.

Frankly I'm not totally convinced. I'll keep you updated

George Reenstra
[redacted]
Helicopter resales.com

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

Contracts &
Legal

SDNY_GM_02775000

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

EFTA_00261640

EFTA01340268

Subject: {Disarmed} Fwd: S-76C++ 760750
From: "George Reenstra" [redacted]
Sent: 3/2/2020 8:56:46 AM
To: "Rhiannon Routh" [redacted]
CC: "Megan Newberry" [redacted]

As requested

N722JE, together with said aircraft's two Turbomeca S.A. Model Arriel 2S2 engines, bearing manufacturer's serial numbers 42285TEC and 42286TEC, and with all avionics, equipment systems,

George Reenstra
[redacted]
www.helicopterresales.com

Begin forwarded message:

From: George Reenstra [redacted]
Subject: Re: S-76C++ 760750
Date: March 2, 2020 at 9:53:45 AM EST
To: Megan Newberry [redacted]
Cc: Marty/blackair [redacted]

Megan someone from your office requested the engine SN....see below

George Reenstra
[redacted]
www.helicopterresales.com

CONFIDENTIAL Subject to Protective Order IATS - 000896
SDNY_GM_02775001
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261641
EFTA01340269

N722JE, together with said aircraft's two Turbomeca S.A. Model Arriel 2S2 engines, bearing manufacturer's serial numbers 42285TEC and 42286TEC, and with all avionics, equipment systems,

On Mar 2, 2020, at 8:00 AM, Megan Newberry [redacted] wrote:

ok we will advise upon receipt and we will get this set up for you.

Thank You

Megan Newberry
Escrow Agent/Assistant to Joan F. Roberts - VP
Insured Aircraft Title Service, LLC
21 East Main, Suite 100
Oklahoma City, OK 73104
Phone: 405-681-6663
Fax: 405-688-3704
[redacted]

MailScanner has detected a possible fraud attempt from "nam11.safelinks.protection.outlook.com" claiming to be www.insuredaircraft.com

Please be aware. Online bank fraud is on the rise and it is important that you be cautious before wiring funds. If you receive an email containing WIRE TRANSFER INSTRUCTIONS call your escrow officer before wiring funds to verify the accuracy of the wiring instructions. Your escrow officer can be reached at (405)681-6663.
BE VERY CAREFUL IN WIRING FUNDS.

------ Original Message ------
From: "AIR777" [redacted]
To: [redacted]

CONFIDENTIAL Subject to Protective Order IATS - 000897
SDNY_GM_02775002
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

Cc: "george Reenstra" [redacted]
Sent: 3/2/2020 4:51:56 AM
Subject: S-76C++ 760750

Hi Megan,

I will be transferring $150,000.00 this week to secure S-76C++ serial number 760750 to your B of A account in London

Regards

Marty Black

CONFIDENTIAL Subject to Protective Order IATS - 000898
SDNY_GM_02775003
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261643
EFTA01340271

Subject: Re: N722JE
From: "George Reenstra" [redacted]
Sent: 3/2/2020 8:48:39 AM
To: "Rhiannon Routh" [redacted]

Give me a few hours

George Reenstra
[redacted]
www.helicopterresales.com

On Mar 2, 2020, at 9:28 AM, Rhiannon Routh [redacted] wrote:

George,

Can you send me the serial numbers for the Turbomeca engines?

Thank you,

Rhiannon Routh
Escrow Support for Joan F. Roberts - VP
Insured Aircraft Title Service, LLC
21 East Main, Suite 100
Oklahoma City, OK 73104
Phone: 405-681-6663
Fax: 405-682-0818
[redacted]
www.insuredaircraft.com

Please be aware. Online bank fraud is on the rise and it is important that you be cautious before wiring funds. If you receive an email containing WIRE TRANSFER INSTRUCTIONS call your escrow officer before wiring funds to verify the accuracy of the wiring instructions. Your escrow officer can be reached at (405)681-6663.
BE VERY CAREFUL IN WIRING FUNDS.

CONFIDENTIAL Subject to Protective Order IATS - 000899
SDNY_GM_02775004
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261644
EFTA01340272

Subject: N722JE
From: "Rhiannon Routh" [redacted]
Sent: 3/2/2020 8:28:27 AM
To: [redacted]

George,

Can you send me the serial numbers for the Turbomeca engines?

Thank you,

Rhiannon Routh
Escrow Support for Joan F. Roberts - VP
Insured Aircraft Title Service, LLC
21 East Main, Suite 100
Oklahoma City, OK 73104
Phone: 405-681-6663
Fax: 405-682-0818
[redacted]
www.insuredaircraft.com

Please be aware. Online bank fraud is on the rise and it is important that you be cautious before wiring funds. If you receive an email containing WIRE TRANSFER INSTRUCTIONS call your escrow officer before wiring funds to verify the accuracy of the wiring instructions. Your escrow officer can be reached at (405)681-6663.
BE VERY CAREFUL IN WIRING FUNDS.

CONFIDENTIAL Subject to Protective Order IATS - 000900
SDNY_GM_02775005
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17

LETTER OF INTENT

February 26, 2020

Aircraft Services Group Inc.
401 Industrial Avenue
Teterboro, NJ 07608

Re: 2008 Keystone (Sikorsky) S-76C++ Helicopter
Serial No. 760750, U.S. Registration No. N722JE

Ladies and Gentlemen:

Black Air 777 Group PLC, with an address at Berkeley Square House, Berkeley Square, London, England W1J 6BD ("Purchaser") hereby expresses its intent to purchase from Hyperion Air, LLC, with an address at c/o Kellerhals Ferguson Kroblin PLLC, 9053 Estate Thomas, Suite 101, St. Thomas, USVI 00802 ("Seller"), that certain 2008 Keystone (Sikorsky) S-76C helicopter (sometimes referred to as a S-76C++), bearing Manufacturer's Serial No. 760750 and U.S. Registration No. N722JE, with two (2) Turbomeca Arriel 2S2 engines, together with all avionics, equipment, systems, furnishings and accessories installed on, contained in, or attached to said helicopter and engines, and also including all airframe, engine and accessory logbooks, flight and operation manuals, maintenance and overhaul records, checklists, drawings, warranty documents for any assignable warranties, and all other records and paperwork relating to the above-described helicopter and engines in Seller's possession, all as is to be more particularly described in the definitive written Aircraft Purchase Agreement described below (collectively, the "Aircraft"), subject to the following terms and conditions:

1. The total purchase price for the Aircraft shall be the sum of Three Million Three Hundred Thousand U.S. Dollars (US $3,300,000.00), payable as follows:

(a) Within three (3) business days after Seller's acceptance of this Letter of Intent ("LOI"), Purchaser shall wire transfer a fully refundable One Hundred Fifty Thousand U.S. Dollar (US $150,000.00) deposit (the "Deposit") to Insured Aircraft Title Service, Inc., Oklahoma City, Oklahoma, Attn: Joan Roberts, Vice President (the "Escrow Agent"), which Deposit shall be held in escrow and disbursed in accordance with the terms and conditions set forth in the definitive written Aircraft Purchase Agreement described below; and

(b) The balance of the purchase price for the Aircraft in the amount of Three Million One Hundred Fifty Thousand U.S. Dollars (US $3,150,000.00) shall be paid at the closing provided for in the definitive Aircraft Purchase Agreement described below, said purchase price balance to be wire transferred prior to such closing into a special escrow account of the Escrow Agent for its disbursement to the Seller at

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

said closing upon the satisfaction of the conditions and requirements to be set forth in the said Aircraft Purchase Agreement.

2. The Deposit and this LOI shall be subject to the execution of a definitive written Aircraft Purchase Agreement between Seller and Purchaser in form and substance mutually satisfactory to the parties, providing for the sale and purchase of the Aircraft on terms consistent with this LOI, such other terms as are typically found in transactions of the type contemplated herein and such other terms and conditions as may be mutually agreed upon by the parties. Said definitive written Aircraft Purchase Agreement shall herein be referred to as the "Purchase Agreement". Seller shall provide to Purchaser an initial draft of the Purchase Agreement within seven (7) business days after the acceptance of this LOI by Seller, and Seller and Purchaser shall undertake to execute and deliver to each other the mutually acceptable Purchase Agreement within fifteen (15) business days after the acceptance of this LOI by Seller. The Purchase Agreement shall supersede this LOI in its entirety, and, if there should be any conflicts between the provisions of the Purchase Agreement and this LOI, the provisions of the Purchase Agreement shall control for all purposes. If the parties fail to enter into the Purchase Agreement within such fifteen (15) business day period, then, unless the parties agree in writing to extend the date for execution, the Escrow Agent shall, within one (1) business day after the expiration of such fifteen (15) business day period, return the Deposit to Purchaser, and neither Seller nor Purchaser shall have any further liability to the other party.

3. The Aircraft shall be delivered with good and marketable title and free and clear of all liens, claims, demands and encumbrances.

4. The Aircraft shall be delivered in an airworthy condition with a valid standard U.S. Certificate of Airworthiness and shall comply in all respects with the "Delivery Condition" to be defined and specified in detail in the Purchase Agreement.

5. A pre-purchase inspection of the Aircraft shall be conducted at a facility to be specified in the Purchase Agreement, and the scope of the pre-purchase inspection, including mechanical and records inspections, test flights and the like will also be specified in the Purchase Agreement. Closing on the purchase of the Aircraft shall be subject to Purchaser's satisfaction, in Purchaser's sole discretion, with the results of the pre-purchase inspection of the Aircraft.

6. The provisions of this LOI are confidential and neither party shall disclose this LOI or the provisions hereof, except (a) to the members, owners, principals, managers, officers, and directors thereof, and to the employees, agents, and professional advisors thereof with a need to know the same, (b) as required by law, or (c) as such party may deem necessary in order to effectuate the transactions contemplated by this LOI.

7. Except as otherwise may be provided in the Purchase Agreement, each party shall bear its own costs, fees and expenses relating to preparation, negotiation, execution and performance of this LOI, the Purchase Agreement and the transactions contemplated herein and therein.

CONFIDENTIAL Subject to Protective Order IATS - 000902

SDNY_GM_02775007

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

EFTA_00261647

EFTA01340275

8. The provisions of this LOI and the Purchase Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts executed and to be fully performed therein without reference to New York law principals of conflicts of law.

9. This LOI will remain in effect until 5:00 p.m. EST on March 2, 2020, after which, if not accepted by Seller, it shall expire and have no further force or effect. This LOI may be accepted by Seller's returning by email a pdf of a copy hereof, signed by an authorized representative of Seller, to Marty Black, CEO and Director of Purchaser, at air777@me.com prior to that time.

BLACK AIR 777 GROUP PLC

By:_____
Name: Marty Black
Title: CEO and Director

ACCEPTED:

HYPERION AIR, LLC

By:_____
Name: Lawrence Visoski
Title: Manager
Date: 2/26/20

CONFIDENTIAL Subject to Protective Order IATS - 000903
SDNY_GM_02775008
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261648
EFTA01340276

Subject: S-76C++ 760750
From: "AIR777" [redacted]
Sent: 3/2/2020 4:51:56 AM
To: [redacted]
CC: "george Reenstra" [redacted]
Attachments: February 2020 LOI from Black Air 777 Group PLC-1 copy.pdf

Hi Megan,

I will be transferring $150,000.00 this week to secure S-76C++ serial number 760750 to your B of A account in London

Regards

Marty Black

CONFIDENTIAL Subject to Protective Order IATS - 000904
SDNY_GM_02775009
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261649
EFTA01340277

FAA Docs
& Filings

SDNY_GM_02775010

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

EFTA_00261650

EFTA01340278

```
ARAUTP22                    AIRCRAFT REGISTRATION SYSTEM                    03/02/20
ARAUTM30                     LIMITED LIABILITY INQUIRY                      08:32
--------------------------------------------------------------------------------
 Phase       :

 Name                : HYPERION AIR LLC (VI)
 Effective Date      : 10/19/2012
 Expire Date         :
 Limit/Restrictions  :

                Authorized Signer
1.  MANAGER
2.
3.
4.


 Accept Date         : 09/06/2013
 Accepting Examiner  : Crystal Kelley
Enter-PF1---PF2---PF3---PF4---PF5---PF6---PF7---PF8---PF9---PF10--PF11--PF12---
           OPT   MAIN                                          PREV
```

CONFIDENTIAL Subject to Protective Order IATS - 000906

SDNY_GM_02775011

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

EFTA_00261651

EFTA01340279

Accepted CK Sep/05/2013

LLC STATEMENT IN SUPPORT OF REGISTRATION

HYPERION AIR, LLC is a limited liability company of a United States Citizen and is eligible to register aircraft in its name. In this regard, we make the following representations:

1. The full name of the Applicant LLC is HYPERION AIR, LLC (the "LLC").
2. The jurisdiction in which the LLC is lawfully organized is the United States Virgin Islands.
3. The effective date of the LLC is October 19, 2012.
4. The name of each of the sole Member of the LLC and the type of entity of the sole Member (i.e., individual, corporation, partnership, etc.) is:

NAME	TYPE OF ENTITY	U.S. CITIZENSHIP VERIFICATION
Jeffrey E. Epstein	Individual	YES X NO___

5. The LLC is managed by a Manager.
6. The managers, members or officers of this LLC may act independently YX N__
7. The name of the sole Manager of the LLC and the type of entity of the sole Manager (i.e., individual, corporation, partnership, etc.) is:

NAME	TYPE OF ENTITY	U.S. CITIZENSHIP VERIFICATION
Lawrence Visoski	Individual	YES X NO___

The undersigned certifies that he understands that an LLC is eligible to register aircraft in its name provided that:

(1) at least 2/3rds of the managers or managing members are "U.S. Citizens" within the meaning of 49 U.S.C. Section 40102(a)(15)(C) and:

(2) at least 75% of the voting interest or units is owned or controlled by persons who are "U.S. citizens" or citizens of one of its possessions; and specifically that AN LLC CANNOT REGISTER AS A NON-CITIZEN CORPORATION.

If any member of this LLC is not a United States Citizen as defined in 40102(a)(15)(C) an explanation appears below to support the certification that this LLC is a "U.S. Citizen" as required by 49 U.S.C. Section 40102(a)(15)(C).

The undersigned hereby also certifies that the information given herein is true and correct and meets all citizenship specifications as required by the Federal Aviation Administration.

HYPERION AIR, LLC

By_____
Lawrence Visoski
Manager

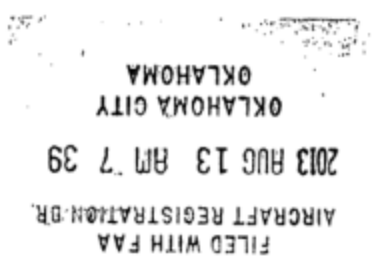
CONFIDENTIAL Subject to Protective Order IATS - 000907

SDNY_GM_02775012

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

EFTA_00261652

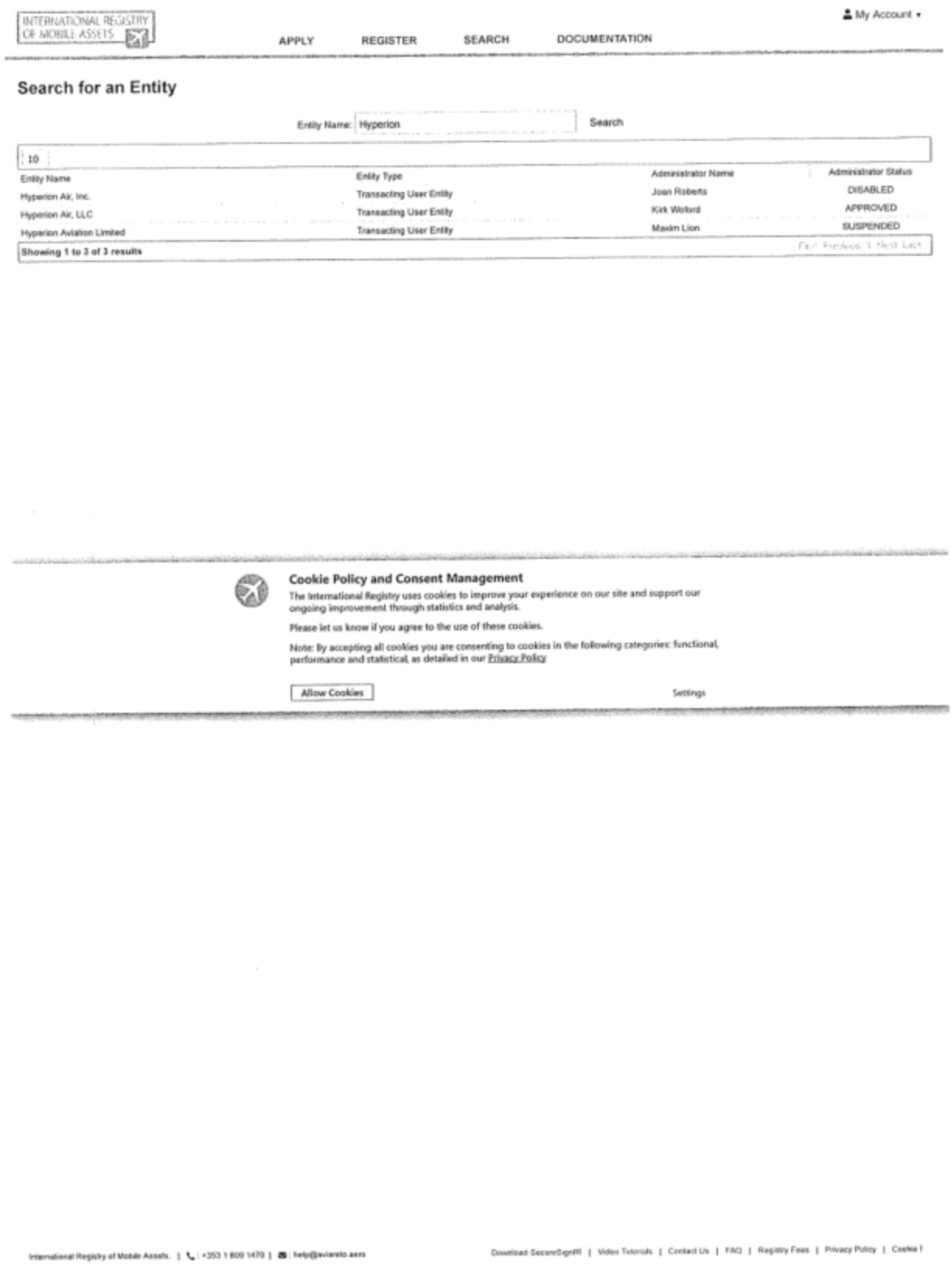
EFTA01340280



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

IR Forms
& Filings

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



INTERNATIONAL REGISTRY OF MOBILE ASSETS

My Account

APPLY REGISTER SEARCH DOCUMENTATION

Search for an Entity

Entity Name: Hyperion Search

10

Entity Name	Entity Type	Administrator Name	Administrator Status
Hyperion Air, Inc.	Transacting User Entity	Joan Roberts	DISABLED
Hyperion Air, LLC	Transacting User Entity	Kirk Wolford	APPROVED
Hyperion Aviation Limited	Transacting User Entity	Maxim Lion	SUSPENDED

Showing 1 to 3 of 3 results

First Previous 1 Next Last

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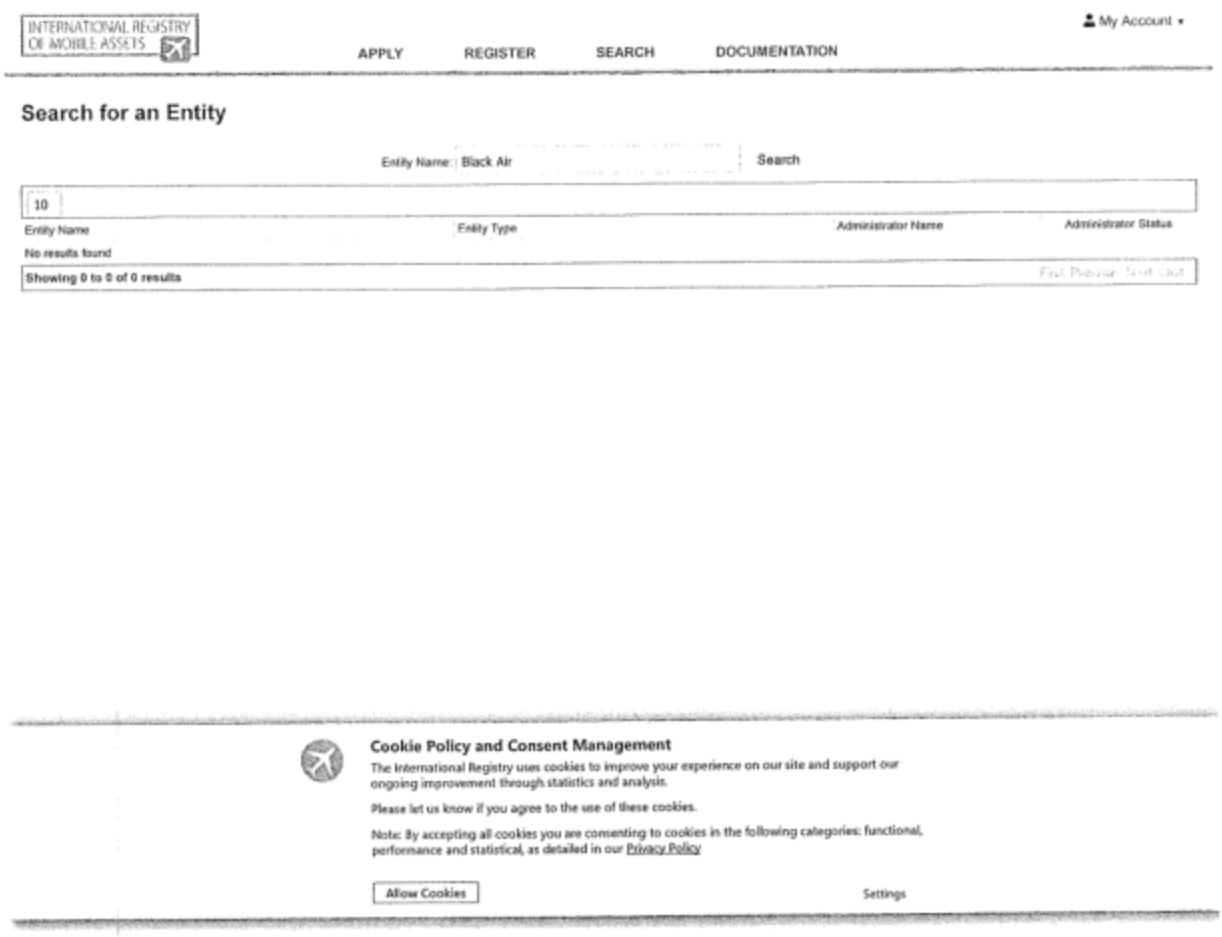
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17



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

Closing Packet

SDNY_GM_02775017

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

EFTA_00261657

EFTA01340285

AML

SDNY_GM_02775018

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

EFTA_00261658

EFTA01340286

Subject: Fwd: S-76C++ 760750
From: "AIR777" [redacted]
Sent: 3/2/2020 4:57:43 AM
To: [redacted]
Attachments: KYC Questionnaire _ ITS.pdf; February 2020 LOI from Black Air 777 Group PLC-1 copy.pdf

Hi Megan

Forgot to inclose KYC

Regards

Marty

KYC

CONFIDENTIAL Subject to Protective Order IATS - 000914
SDNY_GM_02775019
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261659
EFTA01340287

Questionnaire

The USA PATRIOT Act of 2001 requires us to obtain, verify and record information to confirm the identity of the entity with which we do business. We ask for your name, address and other information that will allow us to identify you. **We require documentation that may include certified copies of government-issued formation documentation (e.g. Certification of Incorporation, Certification of Formation, Articles of Association, etc.).**

1. Registered Name of Company (as it appears on the government-issued documentation)	BLACKAIR777 Group PLC BLACKAIR777 Ltd
2. Entity Type (e.g. Corporation, Partnership, LLC, Trust, Government Agency, etc.)	**Public Limited company**
3. Physical Street Address (P.O. Boxes are not acceptable)	BERKELEY SQ HOUSE, BERKELEY SQ, LONDON W1J 6BD
4. Phone Number	[redacted]
5. Fax Number	N/A
6. Contact Person (full name)	MARTY BLACK
7. Email	[redacted]
8. Taxpayer Identification Number	
9. Business Type (Please provide a detailed description of the primary type of business activity)	SECURITIES www.blackair777.com
10. Countries of Operations	GLOBAL
11. Formation Documents	Attach a copy of the filed Government-issued evidence of established business entities.

CONFIDENTIAL Subject to Protective Order IATS - 000915

SDNY_GM_02775020

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

EFTA_00261660

EFTA01340288

	Full name: Title: Physical Address: Attach proof of signing authority (signers list, board resolution, incumbency certificate, etc.)
Please answer one or more of the flowing questions regarding ownership of the Entity listed in #1 as applicable.	
14. Ownership - Public Company	**(Yes/No) YES**
15. Ownership – Private Entities **Entities** with ≥10% ownership in the Entity	Name: MARTY BLACK Physical Address: AS ABOVE Taxpayer ID: Percentage Ownership: 100% Name: Physical Address: Taxpayer ID: Percentage Ownership: Name: Physical Address: Taxpayer ID: Percentage Ownership:
16. Ownership - Individuals **Individuals** with ≥10% ownership in the Entity	Name: Physical Address: Taxpayer ID: Percentage Ownership: Name: Physical Address: Taxpayer ID: Percentage Ownership: Name: Physical Address: Taxpayer ID: Percentage Ownership:

CONFIDENTIAL Subject to Protective Order IATS - 000916

SDNY_GM_02775021

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

EFTA_00261661

EFTA01340289

CERTIFICATE OF INCORPORATION
OF A
PUBLIC LIMITED COMPANY

Company Number **11692910**

The Registrar of Companies for England and Wales, hereby certifies that

BLACK AIR 777 GROUP PLC

is this day incorporated under the Companies Act 2006 as a public company, that the company is limited by shares, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **22nd November 2018**

* N11692910G *

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

Name of Document: MARTY BLACK
Document ID#: PASSPORT
Place of Issuance:
UK

CONFIDENTIAL Subject to Protective Order IATS - 000917

SDNY_GM_02775022

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

EFTA_00261662

EFTA01340290

	 Date of Issuance: 08/2014
12. Invoicing Information (if different from address and contact information above)	To be advised
13. Signing Authority	Identify the Authorized Signers and provide the following: Full name: MARTY BLACK Title: CEO Physical Address: BERKELEY SQ HOUSE, BERKELEY SQ, LONDON W1J 6BD

CONFIDENTIAL Subject to Protective Order IATS - 000918

SDNY_GM_02775023

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

EFTA_00261663

EFTA01340291

Subject: Honeywell TFE731-3CR-3B2 SN: P85213C and 85218C
From: "Megan Newberry" <[redacted]
Sent: 2/28/2020 3:08:36 PM
To: "Scott Fisher" [redacted]; "Adam Sherak" [redacted]>; "Booth, Rhyse" [redacted]
"Jacobs, Kevin" [redacted]; "'White, Joe'" [redacted]; "Baker, John" <[redacted]

Since we are fully funded for the purchase price for the above listed engines - listed below are the outstanding items for closing:

Technical Acceptance from buyer Exhibit B
Final Delivery and Acceptance Exhibit D from the buyer
1/2 escrow fee of $500.00
Warranty Bill of sale - Exhibit C from the seller
BS (copy) for the engines from the seller
Disbursement instructions including wiring instructions from the seller (we must verbally confirm these before closing)
Seller's account on the International Registry is disabled. Please advise if the buyer plans to register an interest on the IR. If so we will need to get the seller reset up on the IR.
If not then I will prepare an IR Waiver form for the buyer to execute
Authorization to close from the buyer and seller by email

Let me know about the IR - I will advise as items arrive in escrow for the closing.

Thank You

Megan Newberry
Escrow Agent/Assistant to Joan F. Roberts - VP
Insured Aircraft Title Service, LLC
21 East Main, Suite 100
Oklahoma City, OK 73104
Phone: 405-681-6663
Fax: 405-688-3704
[redacted]
www.insuredaircraft.com

CONFIDENTIAL Subject to Protective Order IATS - 000919
SDNY_GM_02775024
SUBJECT TO PROTECTIVE ORDER PARAGRAPHS 7, 8, 9, 10, 15, and 17
EFTA_00261664
EFTA01340292

Billing Info

SDNY_GM_02775025

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

EFTA_00261665

EFTA01340293

ESCROW BILLING INFORMATION

Aircraft Descriptions: N722SE

Buyer: BlackAir 777 Group BVI ❑ Seller: _____ ❑

Bill: _____ Prepay: _____ Bill: _____ Prepay: _____

Escrow Fee: _____ Escrow Fee: _____

IR Fee: _____ IR Fee: _____

Title Search: _____ Title Search: _____

Exchange Fee: _____ Exchange Fee: _____

Total: _____ Total: _____

Date: June 30 20 21

By: KT/SN

Mail ❑

POSTED

Fax ❑

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