



**IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA
BIRMINGHAM DIVISION**

AAL USA, INC.

Plaintiff,

v.

**BLACK HALL, LLC; CORVIS ARROW, LLC;
COLD HARBOR CERTIFICATIONS, INC.;
HINDSIGHT COFFEE, LLC; PAUL DAIGLE;
KEITH WOOLFORD; IBERIABANK
CORPORATION; IBERIABANK;
SERVISFIRST BANK; and FICTITIOUS
DEFENDANTS A-N.**

Defendants.

Case No.

01-CV-2016-904241.00

AAL USA, INC.'S FIRST AMENDED COMPLAINT

AAL USA, INC. ("Plaintiff" or "AAL USA") amends its complaint to add claims against ServisFirst Bank ("ServisFirst"). In addition, on December 2, 2016, AAL USA dismissed, without prejudice, its claims in this action against Black Hall Aerospace, Inc. ("BHA"). This First Amended Complaint is AAL USA's complaint against Black Hall, LLC ("Black Hall, LLC"), Corvis Arrow, LLC ("Corvis Arrow"), Cold Harbor Certifications, Inc. ("Cold Harbor"), Hindsight Coffee, LLC ("Hindsight"), Paul Daigle ("Daigle"), Keith Woolford ("Woolford"), IberiaBank Corporation, IberiaBank, ServisFirst, and Fictitious Defendants A-N.

I. INTRODUCTION

This is the story of an attempted heist. It begins with the most American of stories – a person moving to the United States to study, becoming a naturalized U.S. citizen, and working to become a successful businessperson. But the Defendants,

through fraud and breaches of their fiduciary duties, and with a stunning greed and brazenness, are in the process of destroying all that has been built. Daigle and Woolford, using various corporate entities, have begun implementing a fraudulent scheme to steal millions of dollars from AAL USA, to usurp corporate opportunities that are too complex and valuable to be calculated, and to destroy the goodwill and reputation of AAL USA. They must be stopped before it is too late.

A. Oleg Sirbu comes to America and begins to work for AAL Group

In 1999, Oleg Sirbu (“Sirbu”) moved to the United States to study, successfully completing his bachelor and master’s degrees. Initially, Sirbu worked with the United States Holocaust Museum. He took a job as government contractor with DynCorp International in 2007. He became a U.S. citizen in 2008. While at DynCorp, Sirbu’s job and skills required him to support a U.S. Government program that was considered classified. Sirbu was permitted access to classified information for his job and was issued a personnel security clearance. Working in an industry related to the Russian-made Mi17 helicopter, through DynCorp, Sirbu was introduced to AAL Group PLC (“AAL Group”), which ultimately resulted in Sirbu going to work for AAL Group in Dubai. AAL Group then began performing on US Government contracts in the Middle East.

In February 2010, AAL Group created AAL USA as a subsidiary. AAL USA’s shares were held by TMI Solutions, Ltd. In October 2011, Daigle joined AAL USA as Vice-President. Later, in 2013, AAL USA hired Woolford as finance manager, and by 2015 Woolford had become the Chief Financial Officer.

AAL USA helped AAL Group with bids and program management, including the Northrop Grumman CNTPO Contract Logistics Support Task Order 20, SES-I Mi-17

overhauls, and multiple equipment and materials purchases for AAL Group contracts. As many of AAL Group's contracts with the U.S. Government began to run out, in 2014, TMI Solutions, Ltd. transferred 100% of the shares in AAL USA to Sirbu.

When Sirbu became the owner of AAL USA, it was a small business with fewer than 20 employees and less than \$1 million in revenue. At the same time, the U.S. Air Force began, more and more, to choose contractor logistics support ("CLS") over "organic support." Sirbu guided and tasked Daigle through the process of having AAL USA compete for contracts as both subcontractor and prime contractor. Before Daigle and Woolford's fraudulent scheme was put in place, Sirbu had grown AAL USA into a sizeable business with over 400 employees and close to \$50 million in yearly revenue.

B. Daigle and Woolford's fraudulent scheme

No later than 2015, Daigle and Woolford, at times using corporate entities as fronts, began to execute a scheme to defraud AAL USA, to siphon off AAL USA's assets, to usurp AAL USA's opportunities, and to destroy AAL USA. The breadth of the fraud and self-dealing is staggering.

For example, in August 2016, Daigle went to Kabul, Afghanistan, to meet with program officers on the Aerial Intelligence, Surveillance And Reconnaissance ("SS-AISR") and CLS contracts. This was done through Leidos, which was associated with Lockheed Martin. Soon after his visit, a Leidos/Lockheed Subcontract Administrator then sent a letter to AAL USA regarding "Subcontractor Denial of Outside Continental United States (OCONUS) Base Access." The letter stated that Army Contracting Command – Aberdeen Proving Ground had notified Leidos that AAL USA could not perform OCONUS requirements. The letter included a request that AAL USA provide Leidos with a plan going forward within the next three business days.

Daigle presented a plan to Leidos that included a separation of AAL USA from BHA, a company that (a) Daigle had represented to AAL USA and the public was owned by AAL USA but (b) Daigle and Woolford had secretly not transferred all BHA shares to AAL USA and had instead distributed preferred shares to certain AAL USA employees that Daigle and Woolford hoped to steal from AAL USA. Daigle then presented the plan to Sirbu, representing that the plan with Leidos required a separation from AAL USA and telling Sirbu that otherwise the companies would lose all of the work (including SS-AISR, CLS, and any future U.S. government work). Daigle and Sirbu discussed the situation, and Daigle misrepresented the cause of the letter purportedly prohibiting AAL USA from doing OCONUS work.

On September 29, Daigle presented Sirbu with an Asset Purchase Agreement (“APA”) and a deadline to decide whether to enter into the agreement of the same day. The APA involved all of the assets of AAL USA for a purchase price of \$501,660.46. When asked about the price, Daigle told Sirbu that it had been derived by AAL USA’s accounting firm, which was hard to believe given that AAL USA had millions of dollars in cash on hand. Under duress, and relying on Daigle’s misrepresentations and fraudulent suppressions (and without knowledge that Daigle and Woolford and their companies had already been draining funds from AAL USA), Sirbu signed that agreement. Soon after, Sirbu began discovering Daigle’s and Woolford’s plan. Sirbu refused to sign a number of other documents -- including non-compete agreements and various assignments of contracts, leases, and the like -- necessary to close the transaction.

Nevertheless, Daigle and Woolford, and their companies, have essentially executed a takeover of AAL USA, transferring away its resources, attempting to convince

its employees to leave AAL USA and come to work at BHA, and attempting to usurp AAL USA's relationships and contracts with the U.S. Army and other governmental entities.

Daigle and Woolford have also more nakedly misused AAL USA's assets. The following are but examples:

- In 2015, unbeknownst to Sirbu and/or anyone else at AAL USA, Daigle and Woolford used AAL USA's money to finance the sale of a house owned by Paul and Melissa Daigle to Woolford. The Daigles sold the house located at 8524 Rolling Oaks Drive SE, Owens Cross Roads, Alabama (the "2015 House") to Woolford, using a loan they themselves authorized from AAL, USA and then hid. *See* Settlement Statement, Note, and Mortgage attached as Ex. 1. This loan was ultra vires and a direct breach of Daigle's and Woolford's fiduciary duties to AAL USA.
- In November 2015 and January 2016, the Defendants created Dagda Aerospace, LLC ("Dagda"), a sham company formed for the purpose of misappropriating resources from AAL USA and interfering with AAL USA contracts, Cold Harbor and Corvis Arrow, whose sole member is Cold Harbor. Corvis Arrow owns a Cessna 525 FAA Registration Number N294CW (the "Jet"). The Jet was purchased that same month and an Aircraft Bill of Sale was filed with the FAA along with a registration certificate signed by Woolford. The Jet appears to have been purchased with \$1 million in AAL USA's cash. The original aircraft purchase agreement was in AAL USA's name, and Woolford and Daigle assigned control of the aircraft to Corvis Arrow (a company owned and controlled by Daigle and Woolford). Amazingly, the transfer was signed by Woolford. *See* Assignment attached as Ex. 2. The Jet was used by Daigle and Woolford for their private trips and vacations as well as their own personal business interests, and AAL USA covered all the cost associated with the operations, maintenance, and insurance of the Jet.
- Not content to use AAL USA's money for houses and a jet, the Defendants awarded themselves bonuses far in excess of those allowable. As just one example, Daigle in 2015 took a \$600,000 bonus that was roughly 24 times the amount he had been authorized to take.
- In September 2016, the Defendants again stole AAL USA's money to buy a house for themselves, this time a \$470,000 house for Woolford (the "2016 House"). Daigle and Woolford used AAL USA's funds and had official checks issued to pay cash for the 2016 House from BB&T and ServisFirst Bank. *See* BB&T and ServisFirst Bank checks attached as Exs. 3 & 4. This action was again ultra vires and a direct breach of Daigle's and Woolford's fiduciary duties to AAL USA.

- Daigle and Woolford have continued to use and abuse their company credit card accounts, despite acknowledging that they do not work for AAL USA any longer.
- The Defendants issued a check for \$35,687.00 to Black Hall, LLC (this is a different entity from BHA). *See* BHL Check attached as Ex. 5. Daigle is the apparent sole member and registered agent for Black Hall, LLC.
- The Defendants issued a \$1,000 check to Hindsight Coffee without any authorization or justification, a company created and owned by Daigle and Woolford. *See* Hindsight Check attached as Ex. 6. AAL-USA corporate AMEX cards purchased coffee beans and other supplies for Hindsight.
- Without any authorization whatsoever, the Defendants wrote a \$2 million check to BHA on September 30, 2016. *See* September 30 Check attached as Ex. 7. The Defendants wrote another \$1,263,339.03 check to BHA just days later, on October 3, 2016. *See* October 3 Check attached as Ex. 8. An additional \$1,137,000 was taken on October 7. None of these withdrawals were authorized – Daigle and Woolford just took **\$3.2 million** out of AAL USA’s accounts. Much of this was also accomplished through **hidden** bank accounts Daigle and Woolford had created but hid from Sirbu.

The full extent of Daigle and Woolford’s fraud, self-dealing, and breaches of fiduciary duty are still being discovered. But unless they are stopped, Daigle and Woolford have shown that they intend to complete their scheme to destroy AAL USA’s reputation and goodwill, usurp AAL USA’s contractual relationships and opportunities, and rob AAL USA blind.

Daigle and Woolford have also breached their Non-Disclosure and Non-Compete Agreements with AAL USA. (*See* Agreements attached as Exs. 9 & 10.) They have done so by, for example, operating BHA as a competitor with AAL USA despite the fact that BHA is a wholly-owned subsidiary of AAL USA. Just this week, AAL USA learned that the Defendants had contacted AAL USA’s vendor LTC, which was in the process of manufacturing composite armor for use in Iraqi helicopters that were used in fighting ISIS, and convinced LTC to halt production of “VIP surrogate kits” – the armor at issue. This prevents AAL USA from meeting its contractual obligations. More to the point, this

interference and violation of their agreements by Daigle and Woolford puts soldiers' lives and lives around the world at risk.

II. PARTIES

1. AAL USA is a Delaware corporation.
2. Black Hall, LLC is an Alabama limited liability company. Daigle is the registered agent for Black Hall, LLC and listed as its organizer.
3. Corvis Arrow is a Delaware limited liability company. Its managers are Woolford and Daigle.
4. Cold Harbor Certifications, Inc. is a New Hampshire corporation. It is the sole member of Corvis Arrow. Woolford and Daigle are its sole shareholders.
5. Hindsight Coffee is an Alabama limited liability company. Woolford is its registered agent and Daigle and Woolford are owners of the company.
6. Daigle is an Alabama resident citizen.
7. Woolford is an Alabama resident citizen.
8. IberiaBank Corporation, a nominal defendant, is a Louisiana corporation.
9. IberiaBank, a nominal defendant, is a Louisiana corporation.
10. ServisFirst is a domestic corporation with its principal place of business in Birmingham, Alabama.
11. Fictitious Defendants A-F, whether singular or plural, whose true names are otherwise unknown but will be supplied by amendment when ascertained, acted as agents, servants, or employees of the Daigle, Woolford, and/or corporate entities controlled by Daigle and Woolford, and their actions combined to cause the injuries and damages described in the Complaint.

12. Fictitious Defendants G-N, whether singular or plural, through their negligence, wantonness, or other wrongful conduct, contributed to the cause of AAL USA's injuries, and their actions combined to cause the injuries and damages described in the Complaint.

III. JURISDICTION AND VENUE

13. Jurisdiction is proper in this Court pursuant to ALA. CODE § 12-11-30, and venue is proper in this Court pursuant to Ala. Code §§ 6-3-2, 6-3-6, 6-3-7.

IV. FACTS

14. Sirbu is the sole director and CEO of AAL USA, and the majority (and perhaps sole) shareholder of AAL USA. Sirbu is Chairman of the Board of AAL USA.

15. Daigle is or was a 20% shareholder of AAL USA and a purported shareholder of BHA. Daigle was previously CEO and director of AAL USA.

16. Woolford is a purported shareholder of BHA. Woolford, who was recruited by Daigle in 2012, was previously AAL USA's CFO and corporate secretary.

17. On February 3, 2011, AAL Group created AAL USA as a subsidiary. AAL USA was formed to support AAL Group's existing contracts involving aviation services with the U.S. government and its prime contractors.

18. In August 2011, Sirbu hired Daigle to join AAL USA and eventually promoted him to vice president and then CEO. Daigle signed a Non-Disclosure and Non-Compete Agreement prohibiting him from disclosing any of AAL USA's Confidential Information, working for competitors, converting clients or vendors of AAL USA, and competing with AAL USA, among other things.

19. Both Daigle and Woolford signed Non-Disclosure and Non-Compete Agreements. *See* Exs. 9 & 10. In those agreements, Daigle and Woolford agreed to not:

(1) disclose any of AAL USA's secret or confidential information, (2) seek or accept employment with competitors of AAL USA or its affiliates, (3) carry out any competitive acts with AAL USA or its affiliates, (4) contact or otherwise convert the clientele and suppliers of AAL USA or its affiliates, and/or (5) start or participate in a business that competes with AAL USA or its affiliates. *See id.* at ¶¶ 1-2.

20. The Non-Disclosure and Non-Compete Agreements provide specifically for AAL USA to recover its court costs, attorneys' fees, and other damages, and to seek injunctive relief:

In case of violation of any of the hereinabove undertakings and warranties, I shall bear legal and financial responsibility for such violations and shall compensate for actual damage, loss profit and future loss which the Company or its affiliates may incur due to such violations. In case of dispute resolution, the Company has a right to recover all costs and expenses (including, court costs, fees, attorneys' fees). The Company may in its sole discretion seek injunctive relief or specific performance to the extent feasible, as to estop unlawful conduct of employee.

See id. at ¶ 3.

21. In early 2014, Oleg Sirbu became the 100% shareholder of AAL USA.

22. In late 2014, AAL USA bid for and was eventually awarded its first Contractor Logistics Support ("CLS") contract under a prime contract now controlled by Leidos Holdings, Inc. ("Leidos").

23. On or about June 19, 2015, BHA was incorporated in Delaware by AAL USA to serve as AAL USA's FAA Part 145 aircraft repair facility. AAL USA invested tremendous resources for BHA to obtain the FAA Part 145 license ("Part 145"), for the purpose of increasing AAL USA's conventional commercial account business.

24. Daigle promised and represented to AAL USA that after receiving the Part 145, BHA's shares would be transferred to AAL USA. AAL USA also paid for the creation

of the manuals and employees to create the manuals necessary to carry out any Part 145 business.

25. Sirbu, on at least two occasions, asked Daigle about the status of the transfer of the BHA shares to AAL USA, and Daigle responded that he had talked with legal counsel for AAL USA and that the transfer was being finalized. All parties recognized that BHA was wholly owned by AAL USA. Indeed, in a January 18, 2016 email, Daigle wrote:

While **“Black Hall Aerospace” is a wholly owned subsidiary of AAL USA**, we are taking steps with the Federal Aviation Administration to change the name on the document to “AAL USA” during our next quality audit. Once that action is complete, I will send you guys an updated version of this certificate. The name on the license does not impact any of our current work, but it will be extremely advantageous for us here in HSV once it is changed to AAL USA for marketing purposes (so we don’t have to keep explaining things to Customers...

See January 18 email attached as Ex. 11 (emphasis added).

26. BHA even represented to the public that it was a subsidiary of AAL USA, posting the following on its Facebook, Twitter, and/or LinkedIn accounts on January, February, March and April 2016:



See January 22, 2016 tweet attached as Ex. 12; see also January 31, 2016, and March 1, 2016 tweets attached as Exs. 13 & 14.

27. Similarly, BHA posted again on Facebook on March 1, telling the world that AAL USA was its parent company:



See March 1, 2016 post attached as Ex. 15.

28. BHA posted again on Facebook on April 19, again representing that AAL USA was its parent company and praising the company:



See April 19, 2016 Facebook post attached as Ex. 16; see also January 9, January 22, January 31, February 3, February 11, February 21, and February 25, 2016 Facebook posts attached as Exs. 17 - 23.

29. BHA made similar posts on LinkedIn:

Black Hall Aerospace Come out and visit us along with our parent company, AAL USA at the HAI HELI-EXPO March 1 - 3! We're at booth #7944 <http://heliexpo.rotor.org/>



HAI HELI-EXPO | Helicopter Trade Show & Exposition

heliexpo.rotor.org • HAI's Exhibiting Aircraft & Flight Operations Guidelines / Pilot Safety Handbook provides exhibitors and pilots with essential information for bringing aircraft safely to the Kentucky Exposition Center for HAI HELI-EXPO 2016. The handbook contains safety and flight operations procedures for exhib...

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Add a comment...

See LinkedIn posts attached as Exs. 24-26.

30. In sum, and as recognized by the parties themselves, BHA is and was a wholly owned subsidiary of AAL USA.

31. Around the time that BHA received its FAA Part 145 aircraft repair license on November 4, 2015, BHA's officers put a plan (the "Takeover Scheme") in effect for the purpose of sabotaging AAL USA's contracts and interfering with AAL USA's business relationships so that AAL USA's contracts could be taken over, and so Sirbu would be squeezed out of the business.

32. The Takeover Scheme consisted of several parts. First, Daigle and Woolford created multiple entities in 2015 and 2016 without disclosure to AAL USA for the purpose of misappropriating resources from AAL USA, self-dealing and interfering with AAL USA's business relationships. Second, Daigle and those under his control sabotaged AAL USA's ability to perform the CLS and SS-AIRS contracts (or appeared to) in order to create the appearance of the sudden emergency of having to move these contracts and key AAL USA employees to BHA. BHA was controlled by Daigle even though Daigle was the acting CEO of AAL USA, and had represented that the shares of BHA had all been transferred to AAL USA.

33. On or about November 17, 2015, Daigle and Woolford formed Dagda Aerospace, LLC (“Dagda”) without disclosure to AAL USA. Dagda is a sham company formed for the purpose of misappropriating resources from AAL USA and interfering with AAL USA contracts.

34. Cold Harbor, which is wholly owned by BHA’s officers, created Corvis Arrow in January 2016, as a wholly owned subsidiary formed by Daigle and Woolford. This company bought a Cessna 525 airplane, registered number N294CW, without disclosure to the Directors of AAL USA. Daigle and Woolford used AAL USA funds to purchase the airplane, which is now used exclusively by BHA. Daigle lied to Sirbu regarding the origin of the airplane—when asked by Sirbu why the plane was at AAL USA’s hangar, Daigle represented the plane belonged to a customer who was using AAL USA for modification work. Daigle represented that the customer would allow AAL USA to use the plane while being modified as long as it would pay for the use. AAL USA even paid for pilot school costs for AAL USA employee and Daigle’s sister-in-law to be trained on the aircraft type, an expense of \$18,980.

35. Daigle and Woolford suppressed that, in fact, payments were being made to a company that they owned: Corvis Arrow. Daigle and Woolford suppressed that they owned the airplane through Corvis Arrow. So, in fact, there was no customer airplane on which AAL USA was to perform work—but rather, an airplane owned by entities created by Daigle and Woolford—and which they had AAL USA pay money to their wholly owned entity by misrepresentations. *See* Assignment, Ex. 2. This fraud by BHA’s officers is further evidenced by the fact that the original purchase agreement was, unbeknownst to AAL USA, in the name of AAL USA and subsequently changed.

36. As late as September 2016, Daigle and Woolford continued to embezzle resources from AAL USA for their own personal uses. Woolford, for example, used AAL USA funds to purchase a new house for himself. Servisfirst allowed Woolford to obtain an official check for \$180,000, see September 2, 2016 check attached as Ex. 4, made out to the closing attorney for the property.

37. Using the ServisFirst check and other funds obtained from AAL USA accounts, Woolford paid cash for a \$470,000 house. See Settlement Statement attached as Ex. 1. No one at ServisFirst contacted anyone at AAL USA to inquire about this use of company funds.

38. On or about January 2016, in consideration for what he thought to be Daigle's loyal service and AAL USA's financial performance (as represented by Daigle and Woolford), Sirbu awarded 20% of AAL USA's shares to Daigle. This transfer was made without knowledge of Daigle's unfaithful and fraudulent activities. At that time, Sirbu was unaware of Daigle and Woolford's surreptitious and malicious conduct.

39. On or about March 29, 2016, Lockheed (now Leidos) again sponsored AAL USA for a security clearance with the Defense Security Service so that AAL USA could perform classified work.

40. In 2016, AAL USA was awarded a subcontract with prime contractor Lockheed Martin (now Leidos), through the Army Contracting Command--Aberdeen Proving Ground contract facility with respect to Army Sensor Systems--Aerial Intelligence, Surveillance And Reconnaissance ("SS-AISR"). Also in 2016, AAL USA was awarded a Worldwide Training Support Services Contract ("WTSS") through the Army Contracting Command--Redstone Arsenal.

41. On or about September 23, Leidos sent a letter to AAL USA stating that the Army Contracting Command--Aberdeen Proving Ground ("Command") notified Leidos that AAL USA must withdraw its personnel and property from the CENTCOM OCONUS operation. The letter included a request that AAL USA provide Leidos with a plan within the next three days. Daigle, who received the letter, waited two days to send the letter by email to Sirbu.

42. In furtherance of the Takeover Scheme, Daigle again lied, misrepresenting to Sirbu that the reason why AAL USA was being commanded to stop working on-base was because Sirbu, as CEO of AAL Group, was influenced by the AAL Group shareholder.

43. On September 29, with only days to provide a plan to Leidos, Daigle deceived AAL USA into a purported transaction which, if completed, would have transferred all assets to Black Hall Aerospace through an Asset Sale and Purchase Agreement (the "Fraudulent Agreement") so that Black Hall Aerospace could perform the CLS and SS-AISR contracts with Leidos as a separate legal entity. Daigle insisted that Black Hall Aerospace had to salvage existing contracts and pending awards from Leidos. Although Daigle misrepresented that Leidos would do no further work with AAL USA or Sirbu, AAL USA continues to do work for Leidos to this day.

44. Daigle represented that if the assets of AAL USA were transferred to Black Hall Aerospace, AAL USA would remain its owner and Sirbu would remain an owner and in control of 80% of Black Hall Aerospace by virtue of his ownership of AAL USA.

45. The Fraudulent Agreement provided that all assets of AAL USA would be transferred to Black Hall Aerospace for a purchase price of \$501,660.46, including all AAL USA contracts worth millions of dollars, bank accounts containing millions of

dollars, receivables of millions of dollars and a gross profit totaling 7.2 million dollars as of August 2016 and no liabilities.¹

46. Sirbu, after being induced by Daigle's lies, signed the Fraudulent Agreement at 2:00 AM in the morning purportedly transferring the assets to a wholly owned subsidiary of AAL USA because Sirbu believed it was necessary to save the company, contracts and employees' livelihoods and based on the misrepresentations of Daigle.

47. During the drafting of the Fraudulent Agreement and the execution of the Takeover Scheme, Daigle was still an officer and Director of AAL USA and Woolford was still an officer of AAL USA. Both owed, at all times, fiduciary duties to AAL USA.

48. After Sirbu signed the Fraudulent Agreement on September 29, the Takeover Scheme started to unravel. BHA ceased communication with Sirbu and AAL USA. AAL USA's lawyer, who drafted the Fraudulent Agreement and associated documents, withdrew from representation.

49. Realizing the Fraudulent Agreement was a massive fraudulent scheme, Sirbu refused to proceed with the closing or to sign various Assignment and Assumption Agreements and a Novation Agreement upon realizing the entire transaction was based upon fraud.

50. Even though the entire Fraudulent transaction had not concluded, Daigle and Woolford withdrew **at least \$3.2 million in cash** from AAL USA's accounts and took control of AAL USA's Huntsville facility and hangar, even though AAL USA did not execute an assignment of its lease to BHA.

¹Daigle represented that the sales price was determined by the accounting firm for AAL USA.

51. Further, BHA's officers took control of AAL USA's domain name and server containing emails, contracts, proposals, technical data, payroll records, trade secrets, HR records and tax records, which allowed them (now working for a competitor) to view AAL USA's privileged emails between its lawyers as well as emails and confidential documents between AAL USA and its customers.

52. Unbelievably, on September 30, Laura Moran, who was not even an employee of AAL USA at that time, sent a letter to AAL USA's suppliers misrepresenting to them that the APA was closing at the end of the week and instructing them to transfer accounts to BHA. *See* September 30 letter attached as Ex. 27.

53. Daigle and Woolford also continue to violate their Non-Disclosure and Non-Compete Agreements with AAL USA. Specifically, they have contacted and interfered with AAL USA's suppliers and customers and are operating BHA as a competitor, despite the fact that it is a wholly-owned subsidiary of AAL USA.

V. CAUSES OF ACTION

COUNT ONE

FRAUD AND FRAUDULENT MISREPRESENTATION

54. AAL USA incorporates the preceding paragraphs.

55. Daigle and Woolford represented to AAL USA that 100% of BHA's shares were owned by AAL USA and had been transferred to AAL USA. Specifically, Daigle told Sirbu on more than one occasion before and after receipt of the Part 145 certification that all of BHA's shares would be transferred to AAL USA and further confirmed he had the lawyers for AAL USA complete the transfer to AAL USA. Daigle told Sirbu that Sirbu would remain the 80% owner of BHA (because BHA was a wholly-owned subsidiary of AAL USA and Sirbu owned 80% of AAL USA).

56. Daigle and Woolford had no intention of transferring 100% of BHA's shares to AAL USA and/or of becoming a wholly owned subsidiary of AAL USA as previously represented and agreed.

57. Daigle and Woolford intentionally allowed AAL USA to incur and pay expenses for BHA, knowing that AAL USA would not do so absent BHA being a wholly-owned subsidiary – and would certainly not do so if BHA was a competitor.

58. Daigle and Woolford misrepresented to AAL USA on or about September 25 that the reason why AAL USA lost its ability to work on the CENTCOM OCONUS operation was because of Sirbu.

59. Daigle misrepresented to Sirbu on September 29 that the Leidos work had to be in BHA, separate from AAL USA in order to salvage the CLS and SS-AISR contracts.

60. Daigle misrepresented to AAL USA that Leidos would do no further work with AAL USA or AAL Group, which has proven to be false as Leidos has reached out to Sirbu to discuss future work and AAL USA continued to do work for Leidos throughout October and November of 2016.

61. Daigle misrepresented to Sirbu that the origin of the Jet, which Daigle and Woolford bought using AAL USA and transferred to their own sham company, belonged to a contractor customer that hired AAL USA for modification work. Daigle misrepresented that the customer would allow AAL USA to use the plane while being modified as long as it would pay for the use. Daigle and Woolford also suppressed that payments were being made to a company that they owned (Corvis Arrow), not a customer. Daigle suppressed that he owned the airplane through Corvis Arrow. Based

on these misrepresentations, AAL USA paid hundreds of thousands of dollars to Corvis Arrow, a company owned by Daigle and Woolford.

62. Daigle and Woolford concealed that they were “borrowing” money from AAL USA, knowing Sirbu would not approve company loans to employees.

63. Daigle and Woolford concealed that they were paying themselves significant bonuses that were much higher than what was approved by Mr. Sirbu.

64. Daigle and Woolford concealed the fact that they misappropriated funds from AAL USA to buy houses.

65. AAL USA relied on Daigle and Woolford’s representations and suppressions to its detriment.

66. AAL USA has suffered damages as a result of Daigle and Woolford’s misrepresentations.

WHEREFORE, AAL USA demands judgment against Daigle and Woolford, including an award for compensatory damages, punitive damages, interest, costs, and all other relief available under Alabama law.

COUNT TWO **FRAUDULENT SUPPRESSION**

67. AAL USA incorporates the preceding paragraphs.

68. Under Alabama law, when affirmative representations are made, the speaker undertakes a duty not to suppress or conceal material facts necessary to properly qualify the facts already stated.

69. Daigle and Woolford (while they were still officers of AAL USA) attempted to purchase AAL USA for an amount they represented was calculated by AAL USA’s

accounting firm. Daigle and Woolford also suppressed the disclosure of other substantial and significant information including but not limited to:

- a. the fact that they had no intention of transferring BHA's shares to AAL USA as previously agreed;
- b. the fact that they had given preferred BHA stock to AAL USA employees in 2015, which also purportedly prevented BHA from transferring 100% of its stock to AAL-USA;
- c. the fact that a separate entity from AAL USA was not necessary to be awarded the Part 145 license;
- d. the fact that a separate legal entity from AAL USA was not necessary to perform the subcontracts with Leidos;
- e. the fact that Daigle, Woolford, M. Daigle, and their corporate entities misappropriated AAL USA's assets;
- f. the fact that the Defendants "borrowed" money from AAL USA without AAL USA's consent;
- g. the fact that the Defendants used AAL USA funds to purchase a jet;
- h. the fact that the Defendants paid themselves excessive bonuses;
- i. the fact that the Defendants were competing against AAL USA while still employed by it;
- j. accurate financial information about AAL USA's earnings, profits, and finances as a whole;
- k. the fact that BHA officers had depleted and stolen funds from AAL USA which artificially depressed or reduced the value of AAL USA;
- l. the fact that AAL USA had multiple bank accounts unknown to Sirbu; and

70. The Defendants' knowing concealment of information from AAL USA, in an effort to undervalue AAL USA and to effect a "squeeze out" of Sirbu's interest in both AAL USA and BHA, constitutes fraudulent suppression of material facts, which has caused injury to AAL USA.

71. Woolford and Daigle also suppressed and concealed their self-dealing and breaches of fiduciary duty by diverting business and assets to entities owned and/or controlled by them.

72. AAL USA has suffered damages as a result of BHA's fraudulent suppression.

WHEREFORE, AAL USA demands judgment against Daigle and Woolford, including an award for compensatory damages, punitive damages, interest, costs, and all other relief available under Alabama law.

COUNT THREE **CONVERSION**

73. AAL USA incorporates the preceding paragraphs.

74. Through their actions described herein, Daigle, Woolford, Black Hall, Corvis Arrow, Cold Harbor Hindsight, and ServisFirst have converted, misappropriated, and/or otherwise stolen AAL USA's assets.

WHEREFORE, AAL USA demands judgment against Daigle, Woolford, Black Hall, Corvis Arrow, Cold Harbor Hindsight, and ServisFirst, including an award for compensatory damages, punitive damages, interest, costs, and all other relief available under Alabama law.

COUNT FOUR **BREACH OF CONTRACT**

75. AAL USA incorporates the preceding paragraphs.

76. AAL USA had valid contracts with Daigle, Woolford, and ServisFirst.

77. Through their actions described herein, Daigle, Woolford, and ServisFirst breached their contracts with AAL USA.

WHEREFORE, AAL USA demands judgment against Daigle, Woolford, and ServisFirst including an award for compensatory damages, interest, costs, and all other relief available under Alabama law.

COUNT FIVE
VIOLATION OF COMPUTER FRAUD AND ABUSE ACT (18 U.S.C. § 1030)

78. AAL USA incorporates the preceding paragraphs.

79. AAL USA is the owner of various processing devices and/or data storage devices which are located at the facility out of which BHA is doing business. Those devices are used in interstate and foreign commerce and, therefore, meet the definition of “protected computers” as defined by 18 U.S.C. § 1030(e)(2)(B).

80. Daigle, Woolford, and their co-conspirators have intentionally accessed AAL USA’s computers, without authorization or in excess of authorized access, and obtained, inter alia, information from those protected computers. Their conduct constitutes computer fraud and abuse in accordance with 18 U.S.C. § 1030(a)(2)(C).

81. Daigle, Woolford, and their co-conspirators knowingly and in furtherance of the Takeover Scheme, have accessed AAL USA’s protected computers without authorization (or in excess of authorized access). Through such access, they furthered the Takeover Scheme and obtained confidential business information and trade secrets belonging to AAL USA. The value of the information and trade secrets obtained by Daigle, Woolford, and their co-conspirators exceed \$5,000. Their conduct constitutes computer fraud and abuse in accordance with 18 U.S.C. § 1030(a)(4).

82. Daigle, Woolford, and their co-conspirators intentionally accessed AAL USA's protected computers without authorization and, as a result of such conduct, caused damage and loss to AAL USA as described herein. Their conduct constitutes computer fraud and abuse in accordance with 18 U.S.C. § 1030(5)(C).

83. Daigle, Woolford, and their co-conspirators actions as described herein have impaired AAL USA's access to critical data, systems, and information necessary for AAL USA to perform its work.

84. AAL USA's damages exceed at least \$5,000 in value.

WHEREFORE, AAL USA demands judgment against Daigle, Woolford, and their co-conspirators including an award for damages, equitable relief, costs, and all other relief available under 18 U.S.C. § 1030 and related federal law.

COUNT SIX
VIOLATION OF 18 U.S.C. § 1832 (DEFEND TRADE SECRETS ACT)

85. AAL USA incorporates the preceding paragraphs.

86. In the course of conducting its business, AAL USA generated and maintained (and continues to generate and maintain) a variety of financial, business, scientific, technical, economic and engineering information, including but not limited to contracts, purchase orders, financial statements, communications with customers and governmental entities, and specifications and plans for customers. AAL USA is the lawful owner of the foregoing information.

87. AAL USA took (and takes) reasonable measures to keep such information secret, including password protecting its computers, limiting access to its facility, having employees sign confidentiality agreements, and the like. Further, the aforementioned

information derives independent economic value from not being generally known to the public or to AAL USA's competitors.

88. AAL USA's trade secrets relate to products and services that are used in or intended to be used in interstate or foreign commerce.

89. Daigle, Woolford, and their co-conspirators, using the Takeover Scheme, improperly acquired and misappropriated AAL USA's trade secrets, knowing that AAL USA would never have provided those trade secrets to them if AAL USA had known it was their real intent to misuse the trade secrets to compete with AAL USA.

90. Daigle, Woolford, and their co-conspirators conduct described herein constitutes misappropriation of trade secrets in violation of 18 U.S.C. § 1832.

91. Further, Daigle, Woolford, and their co-conspirators continue to misappropriate AAL USA's trade secrets by improperly accessing and reviewing AAL USA's emails and communications with customers.

WHEREFORE, AAL USA demands judgment against Daigle, Woolford, and their co-conspirators including an award for damages, equitable relief, exemplary damages, attorneys' fees, costs, and all other relief available under 18 U.S.C. § 1836 and related federal law.

COUNT SEVEN
VIOLATION OF ALA. CODE § 8-27-1 ET SEQ.
(ALABAMA TRADE SECRETS ACT)

92. AAL USA incorporates the preceding paragraphs.

93. AAL USA is the rightful owner of information (described in further detail above and herein) which constitutes trade secrets under ALA. CODE § 8-27-2(1).

94. Daigle, Woolford, and their co-conspirators have obtained such trade secrets through improper means, including but not limited to theft, misrepresentation,

and other inappropriate means, and continues to obtain AAL USA's trade secrets by improperly reading and reviewing AAL USA's email communications.

95. Daigle, Woolford, and their co-conspirators use of AAL USA's trade secrets which Daigle, Woolford, and their co-conspirators discovered (and continue to discover) by improper means renders Daigle, Woolford, and their co-conspirators liable for trade secret misappropriation in accordance with ALA. CODE § 8-27-3.

96. Daigle's, Woolford's, and their co-conspirators' misappropriation of AAL USA's trade secrets was willful and malicious.

WHEREFORE, AAL USA demands judgment against Daigle, Woolford, and their co-conspirators, including an award for injunctive and other equitable relief, recovery of profits, AAL USA's actual damages, exemplary damages, reasonable attorneys' fees, costs, and all other relief available under Alabama law.

COUNT EIGHT **ACCOUNTING**

97. AAL USA incorporates the preceding paragraphs.

98. Daigle, Woolford, and their co-conspirators are currently in possession of assets in excess of \$3.2 million in cash, millions of dollars worth of contracts, and a myriad of other physical assets rightfully belonging to AAL USA.

WHEREFORE, AAL USA hereby demands an accounting of these monies and other assets, as well as any other assets transferred to Daigle, Woolford, and their co-conspirators and/or their accounts from August 2016 to present. Further, AAL USA demands that these assets be held in a constructive trust so as to insure AAL USA is not deprived of same.

COUNT NINE
SPECIFIC PERFORMANCE

99. AAL USA incorporates all of its prior allegations as though fully set forth herein.

100. AAL USA, Daigle, and Woolford have a valid contract for the transfer of all BHA shares to AAL USA.

101. AAL USA has performed all of its obligations and is not in breach.

102. Daigle and Woolford are in breach by not transferring the shares to AAL USA.

103. AAL USA is entitled to specific performance of Daigle and Woolford, including and without limitation, having Daigle and Woolford transfer all of the BHA shares and FAA Part 145 license to AAL USA.

WHEREFORE, AAL USA demands judgment against Daigle and Woolford requiring them to fulfill their contractual obligations, including and without limitation, having BHA transfer all of its shares and FAA Part 145 license to AAL USA.

COUNT TEN
CONSTRUCTIVE TRUST

104. AAL USA incorporates the preceding paragraphs.

105. Daigle and Woolford, acting individually, and in their capacities as officers and/or directors of AAL USA, in connection with their formation of other entities that will compete directly with AAL USA and in connection with their personal unjust enrichment, illegally utilized AAL USA's confidential and proprietary information, as well as AAL USA's employees and financial resources, without the authorization or consent of AAL USA.

106. AAL USA is thus entitled to the creation and imposition of a constructive trust over the business operations, assets, and revenues of BHA and all other entities formed by Daigle and Woolford to compete and interfere with AAL USA. Further, AAL USA is entitled to the creation and imposition of a constructive trust over the personal assets of Daigle and Woolford that were acquired using AAL USA resources including but not limited to cars, airplanes, bank accounts, and more specifically, their personal residences that were paid for using misappropriated AAL USA funds.

WHEREFORE, AAL USA demands judgment against Daigle, Woolford, and all other defendants imposing a constructive trust on all of the afore-mentioned items.

COUNT ELEVEN
BREACH OF FIDUCIARY DUTIES

107. AAL USA incorporates the preceding paragraphs.

108. As officers of AAL USA, Daigle and Woolford owed AAL USA fiduciary duties.²

109. By their actions as described herein, Daigle and Woolford have breached their fiduciary duties to AAL USA by, among other things, usurping AAL USA's corporate opportunities.

110. AAL USA has been, is currently being, and will continue to be damaged as the proximate result of the actions of Daigle and Woolford. For example, Daigle's and Woolford's conduct allowed BHA to have unauthorized access to all of AAL USA's information, which in itself caused irreparable harm and damage to AAL USA. Both

² Daigle also assumed these duties pursuant to the Power of Attorney for AAL USA, Inc. (*See* Power of Attorney attached as Ex. 28, ¶ 7.) ("The Attorney shall serve as a fiduciary of the Company, and shall always act diligently and in good faith and in the best interest of the Company."). The circumstances of the POA are being investigated and it is believed to have been unauthorized.

Daigle and Woolford failed to act prudently and to allow AAL USA to be in a position to carry on business; instead, both intentionally put AAL USA's interests into jeopardy.

WHEREFORE, AAL USA demands judgment against Daigle and Woolford, including an award for compensatory damages, punitive damages, interest, costs, and all other relief available under Alabama law.

COUNT TWELVE
TORTIOUS INTERFERENCE

111. AAL USA incorporates the preceding paragraphs.

112. AAL USA had protectable business and contractual relationships with Leidos, Lockheed Martin, the U.S. Government, and other customers.

113. Daigle, Woolford, and their co-conspirators know of these relationships.

114. Daigle, Woolford, and their co-conspirators were strangers to the relationships.

115. Through their actions described herein, Daigle, Woolford, and their co-conspirators intentionally interfered with AAL USA's relationships, resulting in damage to AAL USA.

WHEREFORE, AAL USA demands judgment against Daigle, Woolford, and their co-conspirators, including an award for compensatory damages, punitive damages, interest, costs, and all other relief available under Alabama law.

COUNT THIRTEEN
CONSPIRACY

116. AAL USA incorporates the preceding paragraphs.

117. The Defendants conspired among themselves and others to commit the wrongful acts pleaded in this Complaint.

WHEREFORE, AAL USA demands judgment against the Defendants, including an award for compensatory damages, punitive damages, interest, costs, and all other relief available under Alabama law.

COUNT FOURTEEN
UNJUST ENRICHMENT

118. AAL USA incorporates the preceding paragraphs.

119. AAL USA conferred a benefit on Daigle, Woolford, and their co-conspirators by hiring and paying the Defendants.

120. By their actions described in the Complaint, Daigle, Woolford, and their co-conspirators have been unjustly enriched at AAL USA's expense and have retained money that should be returned to AAL USA.

WHEREFORE, AAL USA demands judgment against Daigle, Woolford, and their co-conspirators, including an award for damages, interest, costs, and all other relief available under Alabama law.

COUNT FIFTEEN
FAITHLESS SERVANT DOCTRINE

121. AAL USA incorporates the preceding paragraphs.

122. Under Alabama law, "[t]he faithless-servant doctrine precludes an employee from receiving compensation for conduct that is disloyal to the employer or in violation of the employee's employment contract." *Edwards v. Allied Home Mortg. Capital Corp.*, 962 So. 2d 194, 209 (Ala. 2007).

123. Daigle and Woolford, through their acts described herein, were unfaithful to AAL USA during the time that they were still employed by AAL USA

124. Accordingly, AAL USA is entitled to repayment of all compensation provided to Daigle and Woolford during the time after the period of the Daigle's Woolford's malfeasance.

WHEREFORE, AAL USA demands judgment against Daigle and Woolford for all compensation paid to them, along with interest, costs, and all other relief available under Alabama law.

COUNT SIXTEEN
INJUNCTIVE RELIEF

125. AAL USA incorporates the preceding paragraphs.

126. AAL USA seeks a temporary restraining order, preliminary injunction, and permanent injunction against Daigle, Woolford, and their co-conspirators, (1) prohibiting them, and anyone working in concert with them, from violating their Non-Disclosure and Non-Compete Agreements, (2) prohibiting Daigle, Woolford, and their co-conspirators from using AAL USA's confidential information.

127. Absent an injunction, AAL USA will suffer immediate and irreparable harm for which it lacks an adequate remedy at law.

128. Indeed, AAL USA has just this week learned that Daigle, Woolford, and their co-conspirators have contacted at least one vendor working for AAL USA in an attempt to force the vendor to stop the production of composite armor to be used in helicopters in Iraq for protection for soldiers fighting ISIS and other insurgents. This is in direct violation of Daigle and Woolford's Non-Disclosure and Non-Compete Agreements, *see* Exs. 9 & 10, and it endangers soldiers in Iraq fighting ISIS (and indeed the world). Daigle and Woolford, and those working for them, are acting in utter

disregard of their contractual obligations to avoid competing with AAL USA, to avoid contacting AAL USA clients and vendors, and other provisions. *See id.*

129. The threat of injury to AAL USA outweighs any possible harm to the Defendants.

130. AAL USA has a substantial likelihood of success on the merits of this cause, and the entry of a temporary restraining order or preliminary injunction will not conflict with the public interests.

WHEREFORE, AAL USA demands judgment against the Defendants in the form of a temporary restraining order, preliminary injunction, and permanent injunction, along with costs, and all other relief available under Alabama law.

COUNT SEVENTEEN
NEGLIGENCE AND/OR WANTONNESS

131. AAL USA incorporates the preceding paragraphs.

132. ServisFirst had a duty to act with reasonable or ordinary care towards AAL USA.

133. Through its actions described herein, ServisFirst acted negligently and/or wantonly, and those actions were the proximate cause of damages to AAL USA.

WHEREFORE, AAL USA demands judgment against ServisFirst, including an award for damages, interest, costs, and all other relief available under Alabama law.

COUNT EIGHTEEN
VIOLATION OF ALABAMA'S UCC

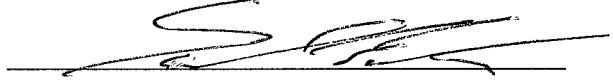
134. AAL USA incorporates the preceding paragraphs.

135. Though its actions described herein, ServisFirst violated Alabama's UCC, including without limitation ALA. CODE §§ 7-3-307, 7-3-403, 7-3-404, 7-3-406, 7-3-418, 7-3-420, 7-4-101, *et seq.*, and/or 7-4A-101, *et seq.*

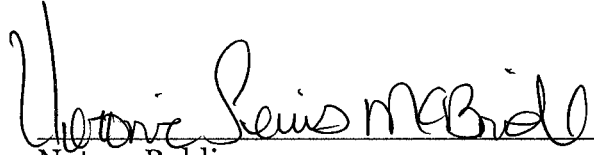
WHEREFORE, AAL USA demands judgment against ServisFirst, including an award for damages, interest, costs, and all other relief available under Alabama law.

VI. VERIFICATION

I, Saul Kirsch, verify that the facts set forth in the foregoing Verified Complaint are true and complete.

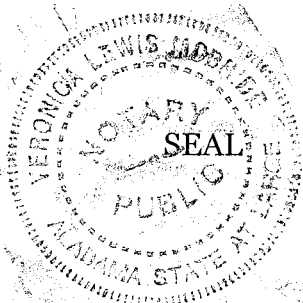


Sworn to and Subscribed before me on this the 16 day of December, 2016,
at 11:05 am, Madison, AL witness my hand and official seal of office.


Notary Public

My commission expires: 8/28/2017

Veronica Lewis McBride
My Commission Expires 08/28/2017



AAL USA DEMANDS A TRIAL BY JURY ON ALL CLAIMS TRIABLE.

Dated: December 9, 2016

s/ Michael K. K. Choy

Michael K. K. Choy (CHO001)

Victor Hayslip (HAY019)

Kip A. Nesmith (NES007)

Benjamin Coulter (COU027)

Attorneys for Plaintiff

AAL USA, Inc.

OF COUNSEL:

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 Suite 3400
 Birmingham, Alabama 35203
 Telephone: (205) 251-3000
 Facsimile: (205) 458-5100
 mchoy@burr.com
 vhayslip@burr.com
 knesmith@burr.com
 bcoulter@burr.com

PLEASE SERVE THE FOLLOWING DEFENDANTS BY CERTIFIED MAIL:

**ServisFirst Bank c/o
 Thomas A. Broughton, III
 850 Shades Creek PKWY STE 200
 Birmingham, AL 35209**

CERTIFICATE OF SERVICE

I do hereby certify on December 9, 2016, that a copy of the above and foregoing has been served upon the following via electronic filing or U.S. Mail:

Electronic Filing

James H. Richardson
RICHARDSON MAPLES, P.C.
301 East Holmes Avenue, Suite 100
Huntsville, Alabama 35801

Roderic G. Steakley
Benjamin R. Little
SIROTE & PERMUTT, P.C.
305 Church Street, Suite 800
Huntsville, Alabama 35801

J. Rushton McClees
Joshua L. Hornady
SIROTE & PERMUTT, PC
2311 Highland Ave South
Post Office Box 55727
Birmingham, AL 35255-5727

U.S. Mail

IberiaBank Corporation c/o
CT Corporation System
2 No Jackson Ste 605
Montgomery, AL 36104

IberiaBank c/o
CT Corporation System
2 No Jackson Ste 605
Montgomery, AL 36104

s/ Michael K. K. Choy
OF COUNSEL



ELECTRONICALLY FILED
12/9/2016 1:25 PM
01-CV-2016-904241.00
CIRCUIT COURT OF
JEFFERSON COUNTY, ALABAMA
ANNE-MARIE ADAMS, CLERK

EXHIBIT 1



A. Settlement Statement (HUD-1)

B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input type="checkbox"/> Conv. Unins.	6. File Number:	7. Loan Number:	8. Mortgage Insurance Case Number:
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.	<input checked="" type="checkbox"/> Other			

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(POC)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower: Keith Woolford, 8524 Rolling Oaks Drive SE, Owens Cross Roads, AL 35763

E. Name & Address of Seller: Paul J. Daigle

F. Name & Address of Lender: AAL USA, Inc., 620 Discovery Drive, NW, Bldg 1, Ste 140, Huntsville, AL 35806

G. Property Location: 8524 Rolling Oaks Drive SE Owens Cross Roads, Alabama 35763
Lot 13, River Ridge, Section 13, Madison County, Alabama

H. Settlement Agent: Paulus Title, LLC, 3501 Memorial Parkway SW, Suite 400, Huntsville, AL 35801, (256) 417-6920
Place of Settlement: 3501 Memorial Parkway SW, Suite 400, Huntsville, AL 35801

I. Settlement Date: 5/22/2015 **Proration Date:** 5/22/2015 **Disbursement Date:** 5/22/2015

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due from Borrower		400. Gross Amount Due to Seller	
101. Contract sales price	\$230,000.00	401. Contract sales price	\$230,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	\$1,917.50	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due from Borrower	\$231,917.50	420. Gross Amount Due to Seller	\$230,000.00
200. Amounts Paid by or in Behalf of Borrower		500. Reductions in Amount Due to Seller	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	\$230,000.00	502. Settlement charges to seller (line 1400)	\$0.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan to Bank of Americ	\$227,243.74
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208. Seller Paid Closing Cost		508.	
209. Seller Paid Title Insurance		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes		510. City/town taxes	
211. County taxes 10/1/2014 to 5/22/2015	\$833.51	511. County taxes 10/1/2014 to 5/22/2015	\$833.51
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid by/for Borrower	\$230,833.51	520. Total Reduction Amount Due Seller	\$228,077.25
300. Cash at Settlement from/to Borrower		600. Cash at Settlement to/from Seller	
301. Gross amount due from borrower (line 120)	\$231,917.50	601. Gross amount due to seller (line 420)	\$230,000.00
302. Less amounts paid by/for borrower (line 220)	(\$230,833.51)	602. Less reductions in amount due seller (line 520)	(\$228,077.25)
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	\$1,083.99	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	\$1,922.75

SUBSTITUTE FORM 1099 SELLER STATEMENT - The information contained in Blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, lines 403 and 404), 406, 407 and 408-412 (applicable part of buyer's real estate tax reportable to the IRS) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

SELLER INSTRUCTION - If this real estate was your principal residence, file form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of form 4797, Form 6252 and/or Schedule D (Form 1040).

You are required to provide the Settlement Agent with your correct taxpayer identification number.

If you do not provide the Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties.

Paul J. Daigle

L. Settlement Charges		
700. Total Real Estate Broker Fees		
Division of commission (line 700) as follows:		
701.		
702.		
703. Commission paid at settlement		
704.		
800. Items Payable in Connection with Loan		
801. Our origination charge (from GFE #1)		
802. Your credit or charge (points) for the specific interest rate chosen (from GFE #2)		
803. Your adjusted origination charges (from GFE A)		
804. Appraisal fee (from GFE #3)		
805. Credit report (from GFE #3)		
806. Tax service (from GFE #3)		
807. Flood certification (from GFE #3)		
808. Inspection Fee		
900. Items Required by Lender to Be Paid in Advance		
901. Daily interest charges from (from GFE #10)		
902. Mortgage insurance premium for (from GFE #3)		
903. Homeowner's insurance for (from GFE #11)		
904. 2014 County Property Taxes		
905.		
1000. Reserves Deposited with Lender		
1001. Initial deposit for your escrow account (from GFE #9)		
1002. Homeowner's insurance		
1003. Mortgage insurance		
1004. City property taxes		
1005. County property taxes		
1006. Flood insurance		
1007. Annual Assessments (maint)		
1008.		
1009. Aggregate Adjustment		
1100. Title Charges		
1101. Title services and lender's title insurance (from GFE #4)	\$600.00	
1102. Settlement or closing fee to Paulus Title, LLC \$600.00		
1103. Owner's title insurance to Paulus Title, LLC (from GFE #5)	\$888.00	
1104. Lender's title insurance to Paulus Title, LLC		
1105. Lender's title policy limit \$230,000.00		
1106. Owner's title policy limit \$230,000.00		
1107. Agent's portion of the total title insurance premium to Paulus Title, LLC \$666.00		
1108. Underwriter's portion of the total title insurance premium to Stewart Title Guaranty Company \$222.00		
1109. Release Tracking & Search		
1110. Lender Closing Protection Letter		
1111.		
1112.		
1113.		
1114.		
1115.		
1200. Government Recording and Transfer Charges		
1201. Government recording charges (from GFE #7)	\$84.00	
1202. Deed \$28.25 Mortgage \$55.75 Releases \$84.00		
1203. Transfer taxes (from GFE #8)	\$345.50	
1204. City/County tax/stamps		
1205. State tax/stamps Deed \$0.50 Mortgage \$345.00 \$345.50		
1206.		
1300. Additional Settlement Charges		
1301. Required services that you can shop for (from GFE #6)		
1302. Pest Control Letter		
1303. Home Warranty		
1304.		
1305. Survey		
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)	\$1,917.50	\$0.00

Items marked "POC" were paid outside the closing by: Borrower (POCB), Lender (POCL), Mortgage Broker (POCM), Other (POCO), Real Estate Agent (POCR), or Seller (POCS).

CERTIFICATION:

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement. The Settlement Agent does not warrant or represent the accuracy of information provided by any party, including information concerning POC items and information supplied by the lender in this transaction appearing on this HUD-1 Settlement Statement pertaining to "Comparison of Good Faith Estimate (GFE) and HUD-1 Charges" and "Loan Terms", and the parties hold harmless the Settlement Agent as to any inaccuracies in such matters.

POCB=Paid Outside Closing Buyer, POCS=Paid Outside Closing Seller, POCL=Paid Outside Closing Lender

Keith Woolford

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the lender as part of the settlement of this transaction

Craig R Paulus

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18: U.S. Code Section 1001 and Section 1010.

Paul J. Dangle

Date

5/22/15

File No.: [REDACTED]

NOTE

May 22, 2015

[Date]

Huntsville

[City]

Alabama

[State]

8524 Rolling Oaks Drive SE, Owens Cross Roads, AL 35763

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. **\$230,000.00** (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is **AAL USA, Inc.** I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of **3.750%**.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS**(A) Time and Place of Payments**

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the **1st** day of each month beginning on **June 01, 2015**. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on **May 01, 2045**, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at AAL USA, Inc., 620 Discovery Drive, NW, Bldg 1, Ste 140, Huntsville, AL 35806, or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. **1065.17**.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

File No.: [REDACTED]

MULTISTATE FIXED RATE NOTE—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Loan No.:

Form 3200 1/01

Page 1 of 3

6. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

CAUTION -- IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.



Keith Woolford

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only].

Amortization Schedule

05/20/2015 11:31

This loan amortization schedule has been provided using information supplied by the customer. The information herein is believed to be accurate, but warranty thereof is neither expressed nor implied.

	<u>Payment Date</u>	<u>Rate</u>	<u>Payment</u>	<u>Principal</u>	<u>Interest</u>	<u>Balance</u>
1	06/01/2015	3.7500	1,065.17	346.42	718.75	229,653.58
2	07/01/2015	3.7500	1,065.17	347.50	717.67	229,306.08
3	08/01/2015	3.7500	1,065.17	348.59	716.58	228,957.49
4	09/01/2015	3.7500	1,065.17	349.68	715.49	228,607.81
5	10/01/2015	3.7500	1,065.17	350.77	714.40	228,257.04
6	11/01/2015	3.7500	1,065.17	351.87	713.30	227,905.17
7	12/01/2015	3.7500	1,065.17	352.97	712.20	227,552.20
2015 Total			7,456.19	2,447.80	5,008.39	227,552.20
8	01/01/2016	3.7500	1,065.17	354.07	711.10	227,198.13
9	02/01/2016	3.7500	1,065.17	355.18	709.99	226,842.95
10	03/01/2016	3.7500	1,065.17	356.29	708.88	226,486.66
11	04/01/2016	3.7500	1,065.17	357.40	707.77	226,129.26
12	05/01/2016	3.7500	1,065.17	358.52	706.65	225,770.74
13	06/01/2016	3.7500	1,065.17	359.64	705.53	225,411.10
14	07/01/2016	3.7500	1,065.17	360.76	704.41	225,050.34
15	08/01/2016	3.7500	1,065.17	361.89	703.28	224,688.45
16	09/01/2016	3.7500	1,065.17	363.02	702.15	224,325.43
17	10/01/2016	3.7500	1,065.17	364.15	701.02	223,961.28
18	11/01/2016	3.7500	1,065.17	365.29	699.88	223,595.99
19	12/01/2016	3.7500	1,065.17	366.43	698.74	223,229.56
2016 Total			12,782.04	4,322.64	8,459.40	223,229.56
20	01/01/2017	3.7500	1,065.17	367.58	697.59	222,861.98
21	02/01/2017	3.7500	1,065.17	368.73	696.44	222,493.25
22	03/01/2017	3.7500	1,065.17	369.88	695.29	222,123.37
23	04/01/2017	3.7500	1,065.17	371.03	694.14	221,752.34
24	05/01/2017	3.7500	1,065.17	372.19	692.98	221,380.15
25	06/01/2017	3.7500	1,065.17	373.36	691.81	221,006.79
26	07/01/2017	3.7500	1,065.17	374.52	690.65	220,632.27
27	08/01/2017	3.7500	1,065.17	375.69	689.48	220,256.58
28	09/01/2017	3.7500	1,065.17	376.87	688.30	219,879.71
29	10/01/2017	3.7500	1,065.17	378.05	687.12	219,501.66
30	11/01/2017	3.7500	1,065.17	379.23	685.94	219,122.43
31	12/01/2017	3.7500	1,065.17	380.41	684.76	218,742.02
2017 Total			12,782.04	4,487.54	8,294.50	218,742.02
32	01/01/2018	3.7500	1,065.17	381.60	683.57	218,360.42
33	02/01/2018	3.7500	1,065.17	382.79	682.38	217,977.63
34	03/01/2018	3.7500	1,065.17	383.99	681.18	217,593.64
35	04/01/2018	3.7500	1,065.17	385.19	679.98	217,208.45
36	05/01/2018	3.7500	1,065.17	386.39	678.78	216,822.06
37	06/01/2018	3.7500	1,065.17	387.60	677.57	216,434.46
38	07/01/2018	3.7500	1,065.17	388.81	676.36	216,045.65
39	08/01/2018	3.7500	1,065.17	390.03	675.14	215,655.62
40	09/01/2018	3.7500	1,065.17	391.25	673.92	215,264.37
41	10/01/2018	3.7500	1,065.17	392.47	672.70	214,871.90
42	11/01/2018	3.7500	1,065.17	393.70	671.47	214,478.20
43	12/01/2018	3.7500	1,065.17	394.93	670.24	214,083.27
2018 Total			12,782.04	4,658.75	8,123.29	214,083.27
44	01/01/2019	3.7500	1,065.17	396.16	669.01	213,687.11
45	02/01/2019	3.7500	1,065.17	397.40	667.77	213,289.71
46	03/01/2019	3.7500	1,065.17	398.64	666.53	212,891.07
47	04/01/2019	3.7500	1,065.17	399.89	665.28	212,491.18
48	05/01/2019	3.7500	1,065.17	401.14	664.03	212,090.04
49	06/01/2019	3.7500	1,065.17	402.39	662.78	211,687.65
50	07/01/2019	3.7500	1,065.17	403.65	661.52	211,284.00
51	08/01/2019	3.7500	1,065.17	404.91	660.26	210,879.09
52	09/01/2019	3.7500	1,065.17	406.17	659.00	210,472.92
53	10/01/2019	3.7500	1,065.17	407.44	657.73	210,065.48
54	11/01/2019	3.7500	1,065.17	408.72	656.45	209,656.76
55	12/01/2019	3.7500	1,065.17	409.99	655.18	209,246.77

Amortization Schedule

05/20/2015 11:31

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	<u>Payment Date</u>	<u>Rate</u>	<u>Payment</u>	<u>Principal</u>	<u>Interest</u>	<u>Balance</u>
	2019 Total		12,782.04	4,836.50	7,945.54	209,246.77
56	01/01/2020	3.7500	1,065.17	411.27	653.90	208,835.50
57	02/01/2020	3.7500	1,065.17	412.56	652.61	208,422.94
58	03/01/2020	3.7500	1,065.17	413.85	651.32	208,009.09
59	04/01/2020	3.7500	1,065.17	415.14	650.03	207,593.95
60	05/01/2020	3.7500	1,065.17	416.44	648.73	207,177.51
61	06/01/2020	3.7500	1,065.17	417.74	647.43	206,759.77
62	07/01/2020	3.7500	1,065.17	419.05	646.12	206,340.72
63	08/01/2020	3.7500	1,065.17	420.36	644.81	205,920.36
64	09/01/2020	3.7500	1,065.17	421.67	643.50	205,498.69
65	10/01/2020	3.7500	1,065.17	422.99	642.18	205,075.70
66	11/01/2020	3.7500	1,065.17	424.31	640.86	204,651.39
67	12/01/2020	3.7500	1,065.17	425.63	639.54	204,225.76
	2020 Total		12,782.04	5,021.01	7,761.03	204,225.76
68	01/01/2021	3.7500	1,065.17	426.96	638.21	203,798.80
69	02/01/2021	3.7500	1,065.17	428.30	636.87	203,370.50
70	03/01/2021	3.7500	1,065.17	429.64	635.53	202,940.86
71	04/01/2021	3.7500	1,065.17	430.98	634.19	202,509.88
72	05/01/2021	3.7500	1,065.17	432.33	632.84	202,077.55
73	06/01/2021	3.7500	1,065.17	433.68	631.49	201,643.87
74	07/01/2021	3.7500	1,065.17	435.03	630.14	201,208.84
75	08/01/2021	3.7500	1,065.17	436.39	628.78	200,772.45
76	09/01/2021	3.7500	1,065.17	437.76	627.41	200,334.69
77	10/01/2021	3.7500	1,065.17	439.12	626.05	199,895.57
78	11/01/2021	3.7500	1,065.17	440.50	624.67	199,455.07
79	12/01/2021	3.7500	1,065.17	441.87	623.30	199,013.20
	2021 Total		12,782.04	5,212.56	7,569.48	199,013.20
80	01/01/2022	3.7500	1,065.17	443.25	621.92	198,569.95
81	02/01/2022	3.7500	1,065.17	444.64	620.53	198,125.31
82	03/01/2022	3.7500	1,065.17	446.03	619.14	197,679.28
83	04/01/2022	3.7500	1,065.17	447.42	617.75	197,231.86
84	05/01/2022	3.7500	1,065.17	448.82	616.35	196,783.04
85	06/01/2022	3.7500	1,065.17	450.22	614.95	196,332.82
86	07/01/2022	3.7500	1,065.17	451.63	613.54	195,881.19
87	08/01/2022	3.7500	1,065.17	453.04	612.13	195,428.15
88	09/01/2022	3.7500	1,065.17	454.46	610.71	194,973.69
89	10/01/2022	3.7500	1,065.17	455.88	609.29	194,517.81
90	11/01/2022	3.7500	1,065.17	457.30	607.87	194,060.51
91	12/01/2022	3.7500	1,065.17	458.73	606.44	193,601.78
	2022 Total		12,782.04	5,411.42	7,370.62	193,601.78
92	01/01/2023	3.7500	1,065.17	460.16	605.01	193,141.62
93	02/01/2023	3.7500	1,065.17	461.60	603.57	192,680.02
94	03/01/2023	3.7500	1,065.17	463.04	602.13	192,216.98
95	04/01/2023	3.7500	1,065.17	464.49	600.68	191,752.49
96	05/01/2023	3.7500	1,065.17	465.94	599.23	191,286.55
97	06/01/2023	3.7500	1,065.17	467.40	597.77	190,819.15
98	07/01/2023	3.7500	1,065.17	468.86	596.31	190,350.29
99	08/01/2023	3.7500	1,065.17	470.33	594.84	189,879.96
100	09/01/2023	3.7500	1,065.17	471.80	593.37	189,408.16
101	10/01/2023	3.7500	1,065.17	473.27	591.90	188,934.89
102	11/01/2023	3.7500	1,065.17	474.75	590.42	188,460.14
103	12/01/2023	3.7500	1,065.17	476.23	588.94	187,983.91
	2023 Total		12,782.04	5,617.87	7,164.17	187,983.91
104	01/01/2024	3.7500	1,065.17	477.72	587.45	187,506.19
105	02/01/2024	3.7500	1,065.17	479.21	585.96	187,026.98
106	03/01/2024	3.7500	1,065.17	480.71	584.46	186,546.27
107	04/01/2024	3.7500	1,065.17	482.21	582.96	186,064.06

Amortization Schedule

05/20/2015 11:31

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	<u>Payment Date</u>	<u>Rate</u>	<u>Payment</u>	<u>Principal</u>	<u>Interest</u>	<u>Balance</u>
108	05/01/2024	3.7500	1,065.17	483.72	581.45	185,580.34
109	06/01/2024	3.7500	1,065.17	485.23	579.94	185,095.11
110	07/01/2024	3.7500	1,065.17	486.75	578.42	184,608.36
111	08/01/2024	3.7500	1,065.17	488.27	576.90	184,120.09
112	09/01/2024	3.7500	1,065.17	489.79	575.38	183,630.30
113	10/01/2024	3.7500	1,065.17	491.33	573.84	183,138.97
114	11/01/2024	3.7500	1,065.17	492.86	572.31	182,646.11
115	12/01/2024	3.7500	1,065.17	494.40	570.77	182,151.71
2024 Total			12,782.04	5,832.20	6,949.84	182,151.71
116	01/01/2025	3.7500	1,065.17	495.95	569.22	181,655.76
117	02/01/2025	3.7500	1,065.17	497.50	567.67	181,158.26
118	03/01/2025	3.7500	1,065.17	499.05	566.12	180,659.21
119	04/01/2025	3.7500	1,065.17	500.61	564.56	180,158.60
120	05/01/2025	3.7500	1,065.17	502.17	563.00	179,656.43
121	06/01/2025	3.7500	1,065.17	503.74	561.43	179,152.69
122	07/01/2025	3.7500	1,065.17	505.32	559.85	178,647.37
123	08/01/2025	3.7500	1,065.17	506.90	558.27	178,140.47
124	09/01/2025	3.7500	1,065.17	508.48	556.69	177,631.99
125	10/01/2025	3.7500	1,065.17	510.07	555.10	177,121.92
126	11/01/2025	3.7500	1,065.17	511.66	553.51	176,610.26
127	12/01/2025	3.7500	1,065.17	513.26	551.91	176,097.00
2025 Total			12,782.04	6,054.71	6,727.33	176,097.00
128	01/01/2026	3.7500	1,065.17	514.87	550.30	175,582.13
129	02/01/2026	3.7500	1,065.17	516.48	548.69	175,065.65
130	03/01/2026	3.7500	1,065.17	518.09	547.08	174,547.56
131	04/01/2026	3.7500	1,065.17	519.71	545.46	174,027.85
132	05/01/2026	3.7500	1,065.17	521.33	543.84	173,506.52
133	06/01/2026	3.7500	1,065.17	522.96	542.21	172,983.56
134	07/01/2026	3.7500	1,065.17	524.60	540.57	172,458.96
135	08/01/2026	3.7500	1,065.17	526.24	538.93	171,932.72
136	09/01/2026	3.7500	1,065.17	527.88	537.29	171,404.84
137	10/01/2026	3.7500	1,065.17	529.53	535.64	170,875.31
138	11/01/2026	3.7500	1,065.17	531.18	533.99	170,344.13
139	12/01/2026	3.7500	1,065.17	532.84	532.33	169,811.29
2026 Total			12,782.04	6,285.71	6,496.33	169,811.29
140	01/01/2027	3.7500	1,065.17	534.51	530.66	169,276.78
141	02/01/2027	3.7500	1,065.17	536.18	528.99	168,740.60
142	03/01/2027	3.7500	1,065.17	537.86	527.31	168,202.74
143	04/01/2027	3.7500	1,065.17	539.54	525.63	167,663.20
144	05/01/2027	3.7500	1,065.17	541.22	523.95	167,121.98
145	06/01/2027	3.7500	1,065.17	542.91	522.26	166,579.07
146	07/01/2027	3.7500	1,065.17	544.61	520.56	166,034.46
147	08/01/2027	3.7500	1,065.17	546.31	518.86	165,488.15
148	09/01/2027	3.7500	1,065.17	548.02	517.15	164,940.13
149	10/01/2027	3.7500	1,065.17	549.73	515.44	164,390.40
150	11/01/2027	3.7500	1,065.17	551.45	513.72	163,838.95
151	12/01/2027	3.7500	1,065.17	553.17	512.00	163,285.78
2027 Total			12,782.04	6,525.51	6,256.53	163,285.78
152	01/01/2028	3.7500	1,065.17	554.90	510.27	162,730.88
153	02/01/2028	3.7500	1,065.17	556.64	508.53	162,174.24
154	03/01/2028	3.7500	1,065.17	558.38	506.79	161,615.86
155	04/01/2028	3.7500	1,065.17	560.12	505.05	161,055.74
156	05/01/2028	3.7500	1,065.17	561.87	503.30	160,493.87
157	06/01/2028	3.7500	1,065.17	563.63	501.54	159,930.24
158	07/01/2028	3.7500	1,065.17	565.39	499.78	159,364.85
159	08/01/2028	3.7500	1,065.17	567.15	498.02	158,797.70
160	09/01/2028	3.7500	1,065.17	568.93	496.24	158,228.77
161	10/01/2028	3.7500	1,065.17	570.71	494.46	157,658.06
162	11/01/2028	3.7500	1,065.17	572.49	492.68	157,085.57

Amortization Schedule

05/20/2015 11:31

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	<u>Payment Date</u>	<u>Rate</u>	<u>Payment</u>	<u>Principal</u>	<u>Interest</u>	<u>Balance</u>
163	12/01/2028	3.7500	1,065.17	574.28	490.89	156,511.29
	2028 Total		12,782.04	6,774.49	6,007.55	156,511.29
164	01/01/2029	3.7500	1,065.17	576.07	489.10	155,935.22
165	02/01/2029	3.7500	1,065.17	577.87	487.30	155,357.35
166	03/01/2029	3.7500	1,065.17	579.68	485.49	154,777.67
167	04/01/2029	3.7500	1,065.17	581.49	483.68	154,196.18
168	05/01/2029	3.7500	1,065.17	583.31	481.86	153,612.87
169	06/01/2029	3.7500	1,065.17	585.13	480.04	153,027.74
170	07/01/2029	3.7500	1,065.17	586.96	478.21	152,440.78
171	08/01/2029	3.7500	1,065.17	588.79	476.38	151,851.99
172	09/01/2029	3.7500	1,065.17	590.63	474.54	151,261.36
173	10/01/2029	3.7500	1,065.17	592.48	472.69	150,668.88
174	11/01/2029	3.7500	1,065.17	594.33	470.84	150,074.55
175	12/01/2029	3.7500	1,065.17	596.19	468.98	149,478.36
	2029 Total		12,782.04	7,032.93	5,749.11	149,478.36
176	01/01/2030	3.7500	1,065.17	598.05	467.12	148,880.31
177	02/01/2030	3.7500	1,065.17	599.92	465.25	148,280.39
178	03/01/2030	3.7500	1,065.17	601.79	463.38	147,678.60
179	04/01/2030	3.7500	1,065.17	603.67	461.50	147,074.93
180	05/01/2030	3.7500	1,065.17	605.56	459.61	146,469.37
181	06/01/2030	3.7500	1,065.17	607.45	457.72	145,861.92
182	07/01/2030	3.7500	1,065.17	609.35	455.82	145,252.57
183	08/01/2030	3.7500	1,065.17	611.26	453.91	144,641.31
184	09/01/2030	3.7500	1,065.17	613.17	452.00	144,028.14
185	10/01/2030	3.7500	1,065.17	615.08	450.09	143,413.06
186	11/01/2030	3.7500	1,065.17	617.00	448.17	142,796.06
187	12/01/2030	3.7500	1,065.17	618.93	446.24	142,177.13
	2030 Total		12,782.04	7,301.23	5,480.81	142,177.13
188	01/01/2031	3.7500	1,065.17	620.87	444.30	141,556.26
189	02/01/2031	3.7500	1,065.17	622.81	442.36	140,933.45
190	03/01/2031	3.7500	1,065.17	624.75	440.42	140,308.70
191	04/01/2031	3.7500	1,065.17	626.71	438.46	139,681.99
192	05/01/2031	3.7500	1,065.17	628.66	436.51	139,053.33
193	06/01/2031	3.7500	1,065.17	630.63	434.54	138,422.70
194	07/01/2031	3.7500	1,065.17	632.60	432.57	137,790.10
195	08/01/2031	3.7500	1,065.17	634.58	430.59	137,155.52
196	09/01/2031	3.7500	1,065.17	636.56	428.61	136,518.96
197	10/01/2031	3.7500	1,065.17	638.55	426.62	135,880.41
198	11/01/2031	3.7500	1,065.17	640.54	424.63	135,239.87
199	12/01/2031	3.7500	1,065.17	642.55	422.62	134,597.32
	2031 Total		12,782.04	7,579.81	5,202.23	134,597.32
200	01/01/2032	3.7500	1,065.17	644.55	420.62	133,952.77
201	02/01/2032	3.7500	1,065.17	646.57	418.60	133,306.20
202	03/01/2032	3.7500	1,065.17	648.59	416.58	132,657.61
203	04/01/2032	3.7500	1,065.17	650.61	414.56	132,007.00
204	05/01/2032	3.7500	1,065.17	652.65	412.52	131,354.35
205	06/01/2032	3.7500	1,065.17	654.69	410.48	130,699.66
206	07/01/2032	3.7500	1,065.17	656.73	408.44	130,042.93
207	08/01/2032	3.7500	1,065.17	658.79	406.38	129,384.14
208	09/01/2032	3.7500	1,065.17	660.84	404.33	128,723.30
209	10/01/2032	3.7500	1,065.17	662.91	402.26	128,060.39
210	11/01/2032	3.7500	1,065.17	664.98	400.19	127,395.41
211	12/01/2032	3.7500	1,065.17	667.06	398.11	126,728.35
	2032 Total		12,782.04	7,868.97	4,913.07	126,728.35
212	01/01/2033	3.7500	1,065.17	669.14	396.03	126,059.21
213	02/01/2033	3.7500	1,065.17	671.23	393.94	125,387.98
214	03/01/2033	3.7500	1,065.17	673.33	391.84	124,714.65

Amortization Schedule

05/20/2015 11:31

This loan amortization schedule has been provided using information supplied by the customer. The information herein is believed to be accurate, but warranty thereof is neither expressed nor implied.

	<u>Payment Date</u>	<u>Rate</u>	<u>Payment</u>	<u>Principal</u>	<u>Interest</u>	<u>Balance</u>
215	04/01/2033	3.7500	1,065.17	675.44	389.73	124,039.21
216	05/01/2033	3.7500	1,065.17	677.55	387.62	123,361.66
217	06/01/2033	3.7500	1,065.17	679.66	385.51	122,682.00
218	07/01/2033	3.7500	1,065.17	681.79	383.38	122,000.21
219	08/01/2033	3.7500	1,065.17	683.92	381.25	121,316.29
220	09/01/2033	3.7500	1,065.17	686.06	379.11	120,630.23
221	10/01/2033	3.7500	1,065.17	688.20	376.97	119,942.03
222	11/01/2033	3.7500	1,065.17	690.35	374.82	119,251.68
223	12/01/2033	3.7500	1,065.17	692.51	372.66	118,559.17
2033 Total			12,782.04	8,169.18	4,612.86	118,559.17
224	01/01/2034	3.7500	1,065.17	694.67	370.50	117,864.50
225	02/01/2034	3.7500	1,065.17	696.84	368.33	117,167.66
226	03/01/2034	3.7500	1,065.17	699.02	366.15	116,468.64
227	04/01/2034	3.7500	1,065.17	701.21	363.96	115,767.43
228	05/01/2034	3.7500	1,065.17	703.40	361.77	115,064.03
229	06/01/2034	3.7500	1,065.17	705.59	359.58	114,358.44
230	07/01/2034	3.7500	1,065.17	707.80	357.37	113,650.64
231	08/01/2034	3.7500	1,065.17	710.01	355.16	112,940.63
232	09/01/2034	3.7500	1,065.17	712.23	352.94	112,228.40
233	10/01/2034	3.7500	1,065.17	714.46	350.71	111,513.94
234	11/01/2034	3.7500	1,065.17	716.69	348.48	110,797.25
235	12/01/2034	3.7500	1,065.17	718.93	346.24	110,078.32
2034 Total			12,782.04	8,480.85	4,301.19	110,078.32
236	01/01/2035	3.7500	1,065.17	721.18	343.99	109,357.14
237	02/01/2035	3.7500	1,065.17	723.43	341.74	108,633.71
238	03/01/2035	3.7500	1,065.17	725.69	339.48	107,908.02
239	04/01/2035	3.7500	1,065.17	727.96	337.21	107,180.06
240	05/01/2035	3.7500	1,065.17	730.23	334.94	106,449.83
241	06/01/2035	3.7500	1,065.17	732.51	332.66	105,717.32
242	07/01/2035	3.7500	1,065.17	734.80	330.37	104,982.52
243	08/01/2035	3.7500	1,065.17	737.10	328.07	104,245.42
244	09/01/2035	3.7500	1,065.17	739.40	325.77	103,506.02
245	10/01/2035	3.7500	1,065.17	741.71	323.46	102,764.31
246	11/01/2035	3.7500	1,065.17	744.03	321.14	102,020.28
247	12/01/2035	3.7500	1,065.17	746.36	318.81	101,273.92
2035 Total			12,782.04	8,804.40	3,977.64	101,273.92
248	01/01/2036	3.7500	1,065.17	748.69	316.48	100,525.23
249	02/01/2036	3.7500	1,065.17	751.03	314.14	99,774.20
250	03/01/2036	3.7500	1,065.17	753.38	311.79	99,020.82
251	04/01/2036	3.7500	1,065.17	755.73	309.44	98,265.09
252	05/01/2036	3.7500	1,065.17	758.09	307.08	97,507.00
253	06/01/2036	3.7500	1,065.17	760.46	304.71	96,746.54
254	07/01/2036	3.7500	1,065.17	762.84	302.33	95,983.70
255	08/01/2036	3.7500	1,065.17	765.22	299.95	95,218.48
256	09/01/2036	3.7500	1,065.17	767.61	297.56	94,450.87
257	10/01/2036	3.7500	1,065.17	770.01	295.16	93,680.86
258	11/01/2036	3.7500	1,065.17	772.42	292.75	92,908.44
259	12/01/2036	3.7500	1,065.17	774.83	290.34	92,133.61
2036 Total			12,782.04	9,140.31	3,641.73	92,133.61
260	01/01/2037	3.7500	1,065.17	777.25	287.92	91,356.36
261	02/01/2037	3.7500	1,065.17	779.68	285.49	90,576.68
262	03/01/2037	3.7500	1,065.17	782.12	283.05	89,794.56
263	04/01/2037	3.7500	1,065.17	784.56	280.61	89,010.00
264	05/01/2037	3.7500	1,065.17	787.01	278.16	88,222.99
265	06/01/2037	3.7500	1,065.17	789.47	275.70	87,433.52
266	07/01/2037	3.7500	1,065.17	791.94	273.23	86,641.58
267	08/01/2037	3.7500	1,065.17	794.42	270.75	85,847.16
268	09/01/2037	3.7500	1,065.17	796.90	268.27	85,050.26
269	10/01/2037	3.7500	1,065.17	799.39	265.78	84,250.87

Amortization Schedule

05/20/2015 11:31

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	<u>Payment Date</u>	<u>Rate</u>	<u>Payment</u>	<u>Principal</u>	<u>Interest</u>	<u>Balance</u>
270	11/01/2037	3.7500	1,065.17	801.89	263.28	83,448.98
271	12/01/2037	3.7500	1,065.17	804.39	260.78	82,644.59
2037 Total			12,782.04	9,489.02	3,293.02	82,644.59
272	01/01/2038	3.7500	1,065.17	806.91	258.26	81,837.68
273	02/01/2038	3.7500	1,065.17	809.43	255.74	81,028.25
274	03/01/2038	3.7500	1,065.17	811.96	253.21	80,216.29
275	04/01/2038	3.7500	1,065.17	814.49	250.68	79,401.80
276	05/01/2038	3.7500	1,065.17	817.04	248.13	78,584.76
277	06/01/2038	3.7500	1,065.17	819.59	245.58	77,765.17
278	07/01/2038	3.7500	1,065.17	822.15	243.02	76,943.02
279	08/01/2038	3.7500	1,065.17	824.72	240.45	76,118.30
280	09/01/2038	3.7500	1,065.17	827.30	237.87	75,291.00
281	10/01/2038	3.7500	1,065.17	829.89	235.28	74,461.11
282	11/01/2038	3.7500	1,065.17	832.48	232.69	73,628.63
283	12/01/2038	3.7500	1,065.17	835.08	230.09	72,793.55
2038 Total			12,782.04	9,851.04	2,931.00	72,793.55
284	01/01/2039	3.7500	1,065.17	837.69	227.48	71,955.86
285	02/01/2039	3.7500	1,065.17	840.31	224.86	71,115.55
286	03/01/2039	3.7500	1,065.17	842.93	222.24	70,272.62
287	04/01/2039	3.7500	1,065.17	845.57	219.60	69,427.05
288	05/01/2039	3.7500	1,065.17	848.21	216.96	68,578.84
289	06/01/2039	3.7500	1,065.17	850.86	214.31	67,727.98
290	07/01/2039	3.7500	1,065.17	853.52	211.65	66,874.46
291	08/01/2039	3.7500	1,065.17	856.19	208.98	66,018.27
292	09/01/2039	3.7500	1,065.17	858.86	206.31	65,159.41
293	10/01/2039	3.7500	1,065.17	861.55	203.62	64,297.86
294	11/01/2039	3.7500	1,065.17	864.24	200.93	63,433.62
295	12/01/2039	3.7500	1,065.17	866.94	198.23	62,566.68
2039 Total			12,782.04	10,226.87	2,555.17	62,566.68
296	01/01/2040	3.7500	1,065.17	869.65	195.52	61,697.03
297	02/01/2040	3.7500	1,065.17	872.37	192.80	60,824.66
298	03/01/2040	3.7500	1,065.17	875.09	190.08	59,949.57
299	04/01/2040	3.7500	1,065.17	877.83	187.34	59,071.74
300	05/01/2040	3.7500	1,065.17	880.57	184.60	58,191.17
301	06/01/2040	3.7500	1,065.17	883.32	181.85	57,307.85
302	07/01/2040	3.7500	1,065.17	886.08	179.09	56,421.77
303	08/01/2040	3.7500	1,065.17	888.85	176.32	55,532.92
304	09/01/2040	3.7500	1,065.17	891.63	173.54	54,641.29
305	10/01/2040	3.7500	1,065.17	894.42	170.75	53,746.87
306	11/01/2040	3.7500	1,065.17	897.21	167.96	52,849.66
307	12/01/2040	3.7500	1,065.17	900.01	165.16	51,949.65
2040 Total			12,782.04	10,617.03	2,165.01	51,949.65
308	01/01/2041	3.7500	1,065.17	902.83	162.34	51,046.82
309	02/01/2041	3.7500	1,065.17	905.65	159.52	50,141.17
310	03/01/2041	3.7500	1,065.17	908.48	156.69	49,232.69
311	04/01/2041	3.7500	1,065.17	911.32	153.85	48,321.37
312	05/01/2041	3.7500	1,065.17	914.17	151.00	47,407.20
313	06/01/2041	3.7500	1,065.17	917.02	148.15	46,490.18
314	07/01/2041	3.7500	1,065.17	919.89	145.28	45,570.29
315	08/01/2041	3.7500	1,065.17	922.76	142.41	44,647.53
316	09/01/2041	3.7500	1,065.17	925.65	139.52	43,721.88
317	10/01/2041	3.7500	1,065.17	928.54	136.63	42,793.34
318	11/01/2041	3.7500	1,065.17	931.44	133.73	41,861.90
319	12/01/2041	3.7500	1,065.17	934.35	130.82	40,927.55
2041 Total			12,782.04	11,022.10	1,759.94	40,927.55
320	01/01/2042	3.7500	1,065.17	937.27	127.90	39,990.28
321	02/01/2042	3.7500	1,065.17	940.20	124.97	39,050.08

Amortization Schedule

05/20/2015 11:31

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	<u>Payment Date</u>	<u>Rate</u>	<u>Payment</u>	<u>Principal</u>	<u>Interest</u>	<u>Balance</u>
322	03/01/2042	3.7500	1,065.17	943.14	122.03	38,106.94
323	04/01/2042	3.7500	1,065.17	946.09	119.08	37,160.85
324	05/01/2042	3.7500	1,065.17	949.04	116.13	36,211.81
325	06/01/2042	3.7500	1,065.17	952.01	113.16	35,259.80
326	07/01/2042	3.7500	1,065.17	954.98	110.19	34,304.82
327	08/01/2042	3.7500	1,065.17	957.97	107.20	33,346.85
328	09/01/2042	3.7500	1,065.17	960.96	104.21	32,385.89
329	10/01/2042	3.7500	1,065.17	963.96	101.21	31,421.93
330	11/01/2042	3.7500	1,065.17	966.98	98.19	30,454.95
331	12/01/2042	3.7500	1,065.17	970.00	95.17	29,484.95
2042 Total			12,782.04	11,442.60	1,339.44	29,484.95
332	01/01/2043	3.7500	1,065.17	973.03	92.14	28,511.92
333	02/01/2043	3.7500	1,065.17	976.07	89.10	27,535.85
334	03/01/2043	3.7500	1,065.17	979.12	86.05	26,566.73
335	04/01/2043	3.7500	1,065.17	982.18	82.99	25,574.55
336	05/01/2043	3.7500	1,065.17	985.25	79.92	24,589.30
337	06/01/2043	3.7500	1,065.17	988.33	76.84	23,600.97
338	07/01/2043	3.7500	1,065.17	991.42	73.75	22,609.55
339	08/01/2043	3.7500	1,065.17	994.52	70.65	21,615.03
340	09/01/2043	3.7500	1,065.17	997.62	67.55	20,617.41
341	10/01/2043	3.7500	1,065.17	1,000.74	64.43	19,616.67
342	11/01/2043	3.7500	1,065.17	1,003.87	61.30	18,612.80
343	12/01/2043	3.7500	1,065.17	1,007.00	58.17	17,605.80
2043 Total			12,782.04	11,879.15	902.89	17,605.80
344	01/01/2044	3.7500	1,065.17	1,010.15	55.02	16,595.65
345	02/01/2044	3.7500	1,065.17	1,013.31	51.86	15,582.34
346	03/01/2044	3.7500	1,065.17	1,016.48	48.69	14,565.86
347	04/01/2044	3.7500	1,065.17	1,019.65	45.52	13,546.21
348	05/01/2044	3.7500	1,065.17	1,022.84	42.33	12,523.37
349	06/01/2044	3.7500	1,065.17	1,026.03	39.14	11,497.34
350	07/01/2044	3.7500	1,065.17	1,029.24	35.93	10,468.10
351	08/01/2044	3.7500	1,065.17	1,032.46	32.71	9,435.64
352	09/01/2044	3.7500	1,065.17	1,035.68	29.49	8,399.96
353	10/01/2044	3.7500	1,065.17	1,038.92	26.25	7,361.04
354	11/01/2044	3.7500	1,065.17	1,042.17	23.00	6,318.87
355	12/01/2044	3.7500	1,065.17	1,045.42	19.75	5,273.45
2044 Total			12,782.04	12,332.35	449.69	5,273.45
356	01/01/2045	3.7500	1,065.17	1,048.69	16.48	4,224.76
357	02/01/2045	3.7500	1,065.17	1,051.97	13.20	3,172.79
358	03/01/2045	3.7500	1,065.17	1,055.26	9.91	2,117.53
359	04/01/2045	3.7500	1,065.17	1,058.55	6.62	1,058.98
360	05/01/2045	3.7500	1,062.29	1,058.98	3.31	0.00
2045 Total			5,322.97	5,273.45	49.52	0.00
Grand Total			383,458.32	230,000.00	153,458.32	230,000.00

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PURCHASE MONEY MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) **"Security Instrument"** means this document, which is dated May 22, 2015, together with all Riders to this document.
 (B) **"Borrower"** is Keith Woolford, a married man. Borrower is the mortgagor under this Security Instrument.
 (C) **"Lender"** is AAL USA, Inc. Lender is a corporation organized and existing under the laws of the State of Alabama, United States of America. Lender's address is 620 Discovery Drive, NW, Bldg 1, Ste 140, Huntsville, AL 35806.
 (D) **"Note"** means the promissory note signed by Borrower and dated May 22, 2008. The Note states that Borrower owes Lender Two Hundred Thirty Thousand Dollars and No Cents (U.S. \$230,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than 05/01/2045.
 (E) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."
 (F) **"Loan"** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
 (G) **"Riders"** means all riders to this Security Instrument that are executed by Borrower. The following riders are to be executed by Borrower [check box as applicable]

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Other(s) [specify] | |

(H) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) **"Community Association Dues, Fees and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) **"Escrow Items"** means those items that are described in Section 3.

(L) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property, (ii) condemnation or other taking of all or any part of the Property, (iii) conveyance in lieu of condemnation or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

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Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payment are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payments is applied to one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. {Intentionally omitted}

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency

Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such a reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and the rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to; (a) paying any sums secured by a lien which has priority over this Security Instrument, (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and it is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve payments shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premium for the Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until the Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly.

Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law required interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successor in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signor"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signor's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signor's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this

Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such an overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without an obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if the Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under this Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be responsible for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to,

any spilling, leaking, discharge, release or threat of release of any Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.


If Lender invokes the power of sale, Lender shall give a copy of a notice to Borrower in the manner provided in Section 15. Lender shall publish the notice of sale once a week for three consecutive weeks in a newspaper published in MADISON County, Alabama, and thereupon shall sell the Property to the highest bidder at public auction at the front door of the County Courthouse of this County. Lender shall deliver to the purchaser Lender's deed conveying the Property. Lender or its designee may purchase the Property at any sale. Borrower covenants and agrees that the proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Waivers. Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

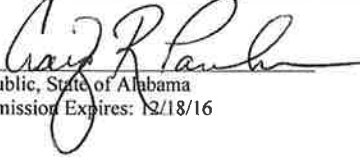
Witnesses:


 _____ (Seal)
 Keith Woolford - Borrower

State of Alabama
Madison County



I, Craig R Paulus, a Notary Public in and for the said County, in said State, hereby certify that Keith Woolford, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 22nd day of May, 2015.


Notary Public, State of Alabama
My Commission Expires: 12/18/16



This instrument prepared by:

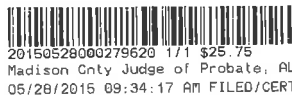
 Craig R Paulus
3501 Memorial Parkway, SW, Ste 425
Huntsville, AL 35801


20150528000279630 10/10 \$48.25
Madison Cnty Judge of Probate, AL
05/28/2015 09:34:18 AM FILED/CERT

Madison County, AL 05/28/2015
State of Alabama
Real Estate Excise Tax
Mortgage Tax :\$345.00

ALABAMA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Loan #
Form 3001 3/99
(page 10 of 10 pages)



Grantee's Address: Keith Woolford
8524 Rolling Oaks Drive SE
Owens Cross Roads, AL 35763

Property Address:
8524 Rolling Oaks Drive SE
Owens Cross Roads, AL 35763

WARRANTY DEED

The State of Alabama

} Know All Men by These Presents,

Madison County

That in consideration of the sum of **Two Hundred Thirty Thousand Dollars and No Cents (\$230,000.00)** the amount of which can be verified in the sales contract between the parties hereto, and other good and valuable consideration to the undersigned grantor(s) **Paul J. Daigle, a married man**, (herein referred to as GRANTOR, whether one or more), in hand paid by the grantee herein, the receipt of which is hereby acknowledged, the said GRANTOR does hereby these presents, grant, bargain, sell and convey unto **Keith Woolford, a married man**, (herein referred to as GRANTEE, whether one or more), the following described real estate, situated in Madison County, Alabama, to-wit:

Lot 13, according to the Final Plat of River Ridge, City of Huntsville, Madison County, Alabama, recorded as Document No. 20080829000560900, in the Office of the Judge of Probate of Madison County, Alabama.

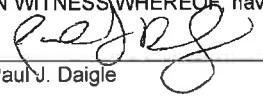
Property may be subject to all covenants, restrictions, regulations, conditions, easements, liens, set back lines, and other rights of whatever nature, recorded, and/or unrecorded.

THIS PROPERTY DOES NOT CONSTITUTE THE HOMESTEAD OF THE GRANTOR NOR THE GRANTOR'S SPOUSE.

TO HAVE AND TO HOLD, To the said GRANTEE, his, her or their heirs and assigns forever.

And I (we) do, for myself (ourselves) and for my (our) heirs, executors, and administrators, covenant with the said GRANTEE, its successors and/or assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will, and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEE, its successors and/or assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, have hereunto set my hand(s) and seal(s) this 22nd day of May, 2015.

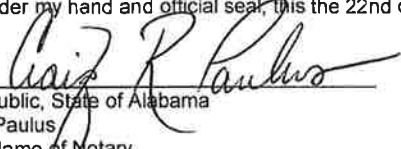

Paul J. Daigle

State of Alabama

Madison County

I, Craig R Paulus, a Notary Public in and for said County, in said State, hereby certify that Paul J. Daigle, a married man, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 22nd day of May, 2015.


Notary Public, State of Alabama
Craig R Paulus
Printed Name of Notary
My Commission Expires: December 18, 2016



Grantor's Address:
63 Bluff View Dr., SE, Owens Cross Rds, AL 35803

This Instrument Prepared by: Craig R Paulus, Paulus Jaquibino, P.C., 3501 Memorial Parkway, Suite 425, Huntsville, AL 35801

Madison County, AL 05/28/2015
State of Alabama
Real Estate Excise Tax
Deed Tax :\$.50

20150528000279620 1/1 \$25.75
Madison Cnty Judge of Probate, AL
05/28/2015 09:34:17 AM FILED/CERT

STATE OF ALABAMA)
 :
COUNTY OF MADISON)

20101012000567710 1/1 \$19.75
Madison Cnty Judge of Probate, AL
10/12/2010 04:03:50 PM FILED/CERT

KNOW ALL MEN BY THESE PRESENT: That the undersigned, **JEFF BENTON HOMES, INC.**, an Alabama corporation, for and in consideration of the sum of TEN (\$10.00) DOLLARS, and other good and valuable consideration, this day in hand paid to it by **PAUL J. DAIGLE**, the receipt of which is hereby acknowledged, does hereby give, grant, bargain, sell and convey unto the said **PAUL J. DAIGLE**, the following described real estate, lying and being in the County of Madison, State of Alabama, to-wit:

Lot 13, according to the Final Plat of River Ridge, City of Huntsville, Madison County, Alabama, recorded as Document No. 20080829000560900, in the Office of the Judge of Probate of Madison County, Alabama.

TO HAVE AND TO HOLD UNTO THE SAID PAUL J. DAIGLE, the above described real estate, together with all and singular the rights, tenements, hereditaments, appurtenances and improvements thereunto belonging, or in anywise appertaining and unto his heirs and assigns forever. Said property being subject, however, to ad valorem taxes due October 1, 2011, and subsequent years; and further excepting any restrictions, right-of-ways and easements pertaining to the above described property of record in the Probate Office of Madison County, Alabama.

This deed is executed without warranty or representation of any kind, express or implied, except that there are no liens or encumbrances outstanding against the property hereby conveyed which were created or suffered by the undersigned Grantor.

IN WITNESS WHEREOF, JEFF BENTON HOMES, INC., has caused this instrument to be executed by **JEFFREY M. BENTON** its **PRESIDENT**, for and as the act of said corporation on this the 12th day of October, 2010.

JEFF BENTON HOMES, INC.

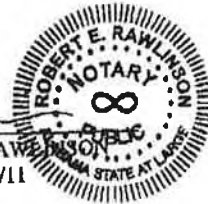
By: *Jeffrey M. Benton*
Jeffrey M. Benton, President

STATE OF ALABAMA)
 :
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that, **JEFFREY M. BENTON** of **JEFF BENTON HOMES, INC.**, an Alabama corporation, whose name is signed to the foregoing conveyance as **PRESIDENT**, and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 12th day of October, 2010.

Robert E. Rawlinson
Notary Public: **ROBERT E. RAWLINSON**
My Commission Expires: 02/26/11



This instrument was prepared by:
ROBERT E. RAWLINSON
Stephens, Milliron, Harrison & Gammons, P.C.
2430 L & N Drive, Huntsville, AL 35801
(256) 533-7711
TBD2374/Benton to Daigle

Madison County, AL 10/12/2010
State of Alabama
Real Estate Excise Tax
Deed Tax : \$.50

20101012000567710 1/1 \$19.75
Madison Cnty Judge of Probate, AL
10/12/2010 04:03:50 PM FILED/CERT

4.00
2.50
1.00
.25
.50
12.00
\$ 20.25

EXHIBIT 2

ASSIGNMENT OF AIRCRAFT PURCHASE AND SALE AGREEMENT

THIS ASSIGNMENT, made as of the ____ day of January, 2016, by AAL USA, INC., a Delaware corporation ("Assignor"), to CORVIS ARROW, LLC, a Delaware limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the purchaser under that certain Aircraft Purchase and Sale Agreement by and between Assignor and PRIDE AIR, INC. ("Seller") dated the 24th day of November, 2015 (the "Contract"), with respect to that certain Cessna Citation Registration No. N294CW; and

WHEREAS, Assignor desires to assign and transfer all of its rights, title and obligations as Purchaser under the Contract to Assignee, and Assignee desires to assume all of Assignor's rights, title and obligations as Purchaser under the Contract.

NOW, THEREFORE, for and in consideration of the sum of One and No/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby transfer and assign to Assignee all of Assignor's right, title and interest in, to and under the Contract.

Assignor does hereby warrant, represent, covenant and agree with Assignee that, as of the date hereof, Assignor has not entered into any other contracts or agreements, with the other parties to the Contract relating to or affecting said Contract or the subject matter thereof; that Assignor has not previously assigned, transferred, sold or conveyed its interest under the Contract; and that Assignor shall not enter into, modify, amend, cancel, release, surrender or terminate the Contract without the prior written consent of Assignee.

At any time and from time to time upon request by Assignee, Assignor will make, execute and deliver to Assignee any and all such other and further assignments and documents of further assurance and other instruments as may, in the opinion of Assignee, be necessary or desirable in order to effectuate, complete or perfect, or to continue to preserve the interest of Assignee granted or intended to be granted hereby in the Contract.

Upon full execution of this Assignment, Assignee shall reimburse Assignor all earnest money deposits and other reasonable due diligence costs incurred by Assignor, and Assignor shall be and hereby is released from all obligations under the Contract.

This Assignment shall be binding upon the respective successors, successors-in-title, legal representatives and assigns of the Assignor and shall inure to the benefit of Assignee and its successors and assigns.

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be duly executed as of the day and year first above written.

ASSIGNOR:

AAL USA, INC.

By: 

Keith Woolford

Its: CFO

**Assignment of Aircraft Purchase and Sale Agreement
Signature Page for Assignee**

ASSIGNEE:

CORVIS ARROW, LLC

By: 

Paul Daigle

Its: Manager

Seller's Acknowledgment of Assignment of Aircraft Purchase and Sale Agreement

The undersigned Seller hereby acknowledges the foregoing Assignment of Aircraft Purchase and Sale Agreement from AAL USA, Inc., to Corvis Arrow, LLC.

SELLER:

PRIDE AIR, INC.

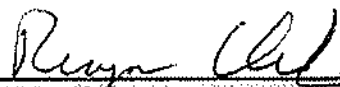
By: 
Name: Reagan Clark
Title: President

EXHIBIT 3

OFFICIAL CHECK

M16779 50099072

THE REPLACEMENT OF THIS DOCUMENT REQUIRES THE COMPLETION OF A BB&T DECLARATION OF LOSS

8621211-GREATER HUNTSVILLE 5007905526

SEPTEMBER 02, 2016

68-236/514

ATTORNEY RUSSELL ORNSTEDT

** \$282,717.33 **

BB&T

BB&T [REDACTED] 27170053300

COPY NON NEGOTIABLE

8621211 C79807 004 00018 13:05 09/02/16

OFFCHECK

BAL USA INC

282,717.33

FILE COPY

EXHIBIT 4

Item Number: 4050001289828

09/02/2016	123090	\$180,000.00
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09/02/2016	\$180,000.00
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[illegible]

5252387725746

09/09/2016	123090	\$180,000.00
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ENDORSE HERE	
X _____	
\$ for deposit only	
DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE *RESERVED FOR FINANCIAL INSTITUTION USE*	

EXHIBIT 5

Close

Check Number	Amount	Date Posted	Account Type	Account Number
3477	\$35687.00	04/21/2016	Checking	

Front View

How to save this image

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM

AAL USA INC
620 DISCOVERY DR NW
BUILDING 1 STE 200
HUNTSVILLE, AL 35806-2818
(256) 971-1967

BB&T
BRANCH BANKING AND TRUST COMPANY
1-800-BANK BBT BBT.com
61-398/622

347


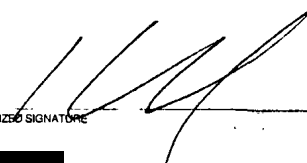
4/15/2016


PAY TO THE ORDER OF Black Hall, LLC \$**35,687.00

Thirty-Five Thousand Six Hundred Eighty-Seven and 00/100***** DOLLARS

Black Hall, LLC

MEMO

 AUTHORIZED SIGNATURE 

⑈0034??⑈ 

Details on Back

Security Features included

Click Image to Enlarge

Back View

How to save this image

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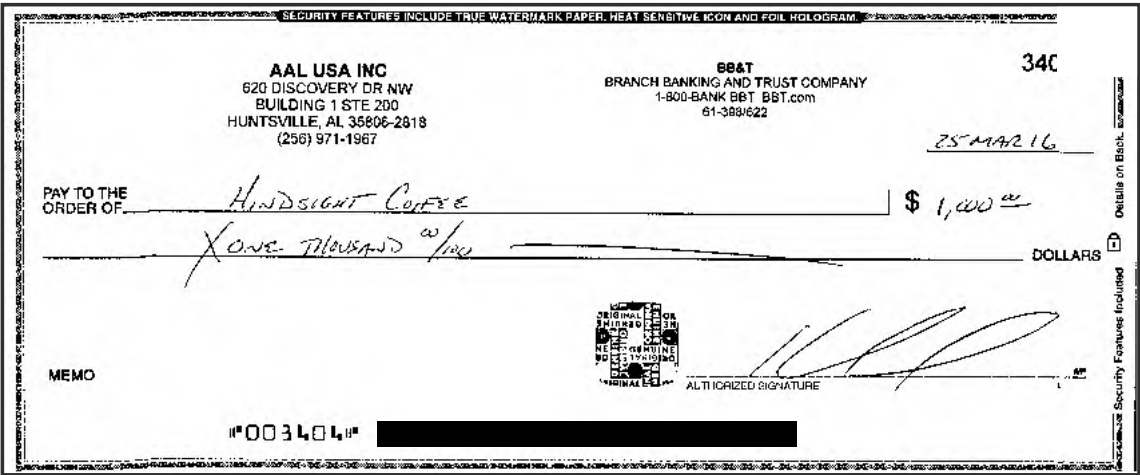
Click Image to Enlarge

EXHIBIT 6

Check Number	Amount	Date Posted	Account Type	Account Number
3404	\$1000.00	03/28/2016	Checking	

Front View

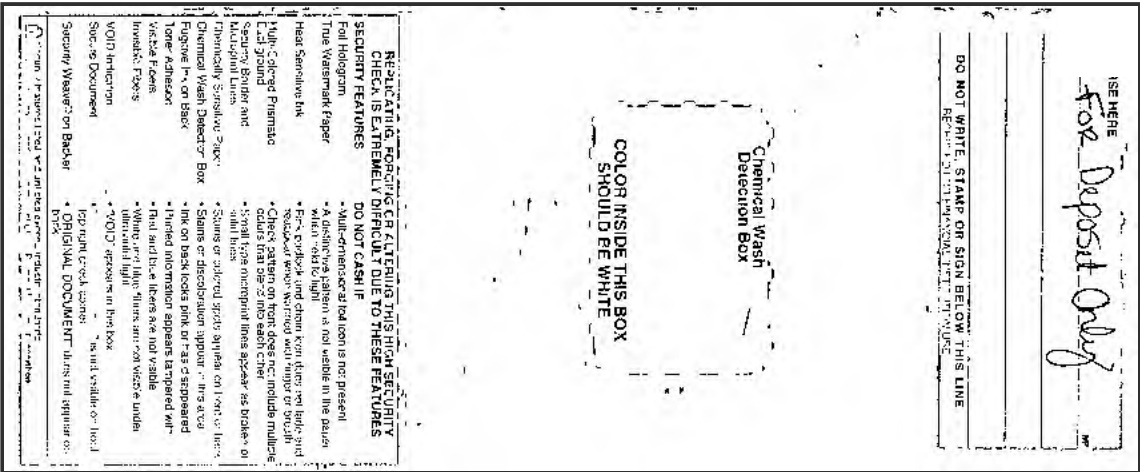
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Back View

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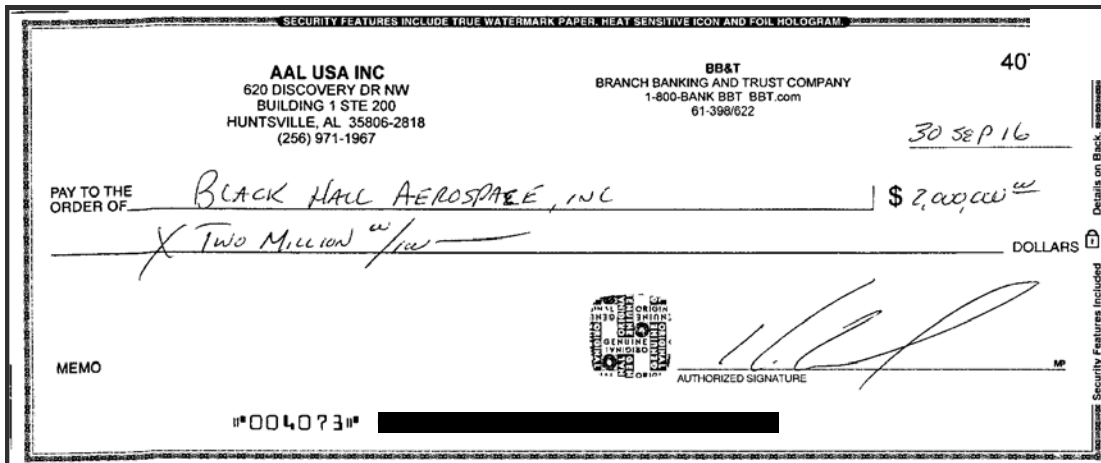
EXHIBIT 7

Close

Check Number	Amount	Date Posted	Account Type	Account Number
4073	\$2000000.00	09/30/2016	Checking	

Front View

How to save this image



Click Image to Enlarge

Back View

How to save this image



Click Image to Enlarge

EXHIBIT 8

DOCUMENT 88

BB&T Check Images

[Close](#)

Check Number	Amount	Date Posted	Account Type	Account Number
4077	\$126339.03	10/04/2016	Checking	

Front View

[How to save this image](#)

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM.

AAL USA INC
620 DISCOVERY DR NW
BUILDING 1 STE 200
HUNTSVILLE, AL 35806-2818
(256) 971-1967

BB&T
BRANCH BANKING AND TRUST COMPANY
1-800-BANK BBT BBT.com
61-398/622

40

03 OCT 16

PAY TO THE ORDER OF BLACK HALL AEROSPACE, INC \$ 1,263,339.03

X ONE MILLION TWO HUNDRED SIXTY-THREE THOUSAND THREE HUNDRED THIRTY-NINE 03/100 DOLLARS

MEMO

004077

AUTHORIZED SIGNATURE [Signature]

Details on Back

[Click Image to Enlarge](#)

Back View

[How to save this image](#)[Click Image to Enlarge](#)

EXHIBIT 9

CONFIDENTIAL / PROPRIETARY

Non-Disclosure and Non-Compete Agreement

Place: Huntsville, ALDate: 25.2.2013

I, the undersigned, Paul J Daigle citizen of USA
 passport No. [REDACTED] 2173 issued by USA
24.2.2010 (date), registered at the address: [REDACTED], OXR, AL,
 acknowledge and warrant the following:

I am an Employee of AAL-USA (further "Company") registered in Alabama.

Whereas I have access in virtue of my position directly or indirectly to all and any confidential information, techniques and secrets related and owned by the Company, dealing with information and techniques (legal, commercial, marketing, financial, technical, professional and related to human-resources) pertaining to the company, partners or customers, or suppliers or employees or clientele of the affiliates companies, which are not intended to be publicized or disclosed, or which are classified as personal or confidential by the Company (further "Confidential Information").

- Whereas the information, techniques and secrets, include but are not limited to information concerning legal matters, property, contracts, guarantees, trademarks, industrial designs, inventions, computer programs, drawings, business relations (information on Company's clients and suppliers) and other information, relating to the confidential information about the Company's employees, or any other personal information regarding the latter and any administrative, regulatory or financial information of any kind whatsoever, and any technical information related to the means of manufacturing, marketing, trade, advertising and media or any other confidential information owned by the Company or any of its affiliates (also included in "Confidential Information").

Therefore, I hereby irrevocably warrant and confirm directly to the Company, to its affiliates and partners, that during my working period and after the completion of the working period at the Company or any of its affiliates, the following:

1 – not to disclose to any person or company, any secret or confidential information, irrespective of its significance, that I have accessed during the working period in the Company or in its affiliate companies

I also undertake not to disclose, transfer, print, photograph, deliver, sell, lease, or publish by any means whatsoever, any Confidential information, documents, official papers whether softcopy or hardcopy, as the hereinabove Confidential information and secrets are crucial and owned by the Company and its affiliates. I undertake and warrant not to disclose or otherwise transfer such information, secrets and documents for reasons of the potential losses and damages ((in) direct losses, loss of revenue, profit, loss of goodwill, moral damage) to the Company and its affiliates and partners.

2 – I also undertake within two years after the working period completion in the Company for any reason whatsoever, unless prior written approval is given by the Company, to:

A – not to seek employment, not to accept employment job offers, not to cooperate howsoever with the organizations and representatives of such organizations, which are considered the Company's or its affiliates' competitors, namely:

CONFIDENTIAL / PROPRIETARY

B – not to carry out any competitive acts to the Company and/or to any sister/affiliate entities, whether to my personal account (benefit) or to any third party (company) benefit.

C – Not to convert the clientele and suppliers (distributors, etc.) of the Company and/or sister/affiliate companies by any means whatsoever in order to gain direct or indirect benefits, commissions or personal discounts and rebates, whether for or without remuneration. Hence, I will not reach in contact with clientele, suppliers (distributors, etc.) of Company and its subsidiaries/affiliates without prior written consent of the Company's management. It is to be noted that this undertaking will not be limited by the two years period mentioned above and is effective for Five (5) years or the maximum allowed period by law.

D – do not start/participate in company and/or other forms of businesses (including, being a founder, possess corporate rights, exercise control, being employee or director, holding managerial or any other position), which directly or indirectly compete with business of Company and/or its subsidiaries/affiliates. It is to be noted that this undertaking will not be limited by the two years period mentioned above and is effective for Five (5) years or the maximum allowed period by law.

3 – In case of violation of any of the hereinabove undertakings and warranties, I shall bear legal and financial responsibility for such violations and shall compensate for actual damage, loss profit and future loss which the Company or its affiliates may incur due to such violations. In case of dispute resolution, the Company has a right to recover all costs and expenses (including, court costs, fees, attorneys' fees). The Company may in its sole discretion seek injunctive relief or specific performance to the extent feasible, as to estop unlawful conduct of employee.

4 – Arbitration. Any dispute arising out of the formation, performance, interpretation, nullification, termination or invalidation of this Contract or arising therefrom or related thereto in any manner whatsoever, shall be settled by Dubai International Arbitration Centre (**DIAC**) in accordance with the provisions set forth under the DIAC Arbitration Rules.

The arbitration proceeding shall be carried out by One (1) impartial and independent of the Parties arbitrators. The place of the arbitration shall be Dubai, United Arab Emirates. The arbitration shall be in Russian or English subject to confirmation by both Parties.

The arbitration award shall be final and binding on both Parties.

The governing law shall be the UAE law without regard to its conflict or choice of law rules.

5 – The Signatory hereby confirms it has meaningful opportunity to review the Agreement, so that the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

If any provision of this Agreement is held to be illegal, invalid or unenforceable, that provision shall (so far as it is illegal, invalid or unenforceable) be given no effect and/or shall be deemed not to be included in this Agreement in that specific case only, but that shall not affect the legality, validity or enforceability of any other provision hereof.

CONFIDENTIAL / PROPRIETARY

Any failure by the Parties to exercise any right herein or the partial exercise of such a right shall not act as a waiver nor preclude the subsequent exercise thereof.

6 – I signed this document unconditionally and with entire will that include the present undertaking before the below mentioned witnesses.

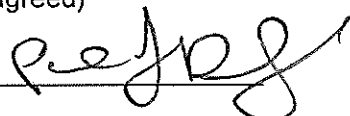
This Agreement is signed in two originals in Russian and English language, one original for the Company and another original for me.

This Agreement shall be effective from the moment of its signing and terminate upon 5 (Five) years after the end of employment or other relationship with the Company, unless otherwise agreed or inherent to the relationship.

For our approval and acceptance of the terms and conditions of the present undertaking, I personally put my signature herein below.

Employee:

Name: Paul J Daigle
(read and agreed)

Signature: 

On behalf of the Company (AAL Group Ltd)


Name: Oleg Fidelskiy
Designation: General Manager

Signature: _____

IN WITNESS WHEREOF, the following person(s) - witnesses put his/her/their signatures forward hereto at the date and place first mentioned above to confirm the authenticity of the above two signatures of the Parties hereto. The witness(es) hereby warrants the authenticity of signatures under the penalty of perjury. The witnesses are in no way beneficiaries hereunder, the independence and prejudice of witness(es) are not questioned.

Witness

Name: Casey Walker

Signature: 

Witness

Name: _____

Signature: _____



EXHIBIT 10

CONFIDENTIAL / PROPRIETARY

Non-Disclosure and Non-Compete AgreementPlace: Huntsville, ALDate: 30 MAY 13

I, the undersigned, KEITH WOODFORD citizen of USA passport No. 7577, issued by USA 31 MAY 2009 (date), registered at the address: [REDACTED], RINDGE NH, acknowledge and warrant the following:

I am an Employee of AAL-USA (further "Company") registered in DECAWARE.

Whereas I have access in virtue of my position directly or indirectly to all and any confidential information, techniques and secrets related and owned by the Company, dealing with information and techniques (legal, commercial, marketing, financial, technical, professional and related to human-resources) pertaining to the company, partners or customers, or suppliers or employees or clientele of the affiliates companies, which are not intended to be publicized or disclosed, or which are classified as personal or confidential by the Company (further "Confidential Information").

- Whereas the information, techniques and secrets, include but are not limited to information concerning legal matters, property, contracts, guarantees, trademarks, industrial designs, inventions, computer programs, drawings, business relations (information on Company's clients and suppliers) and other information, relating to the confidential information about the Company's employees, or any other personal information regarding the latter and any administrative, regulatory or financial information of any kind whatsoever, and any technical information related to the means of manufacturing, marketing, trade, advertising and media or any other confidential information owned by the Company or any of its affiliates (also included in "Confidential Information").

Therefore, I hereby irrevocably warrant and confirm directly to the Company, to its affiliates and partners, that during my working period and after the completion of the working period at the Company or any of its affiliates, the following:

1 – not to disclose to any person or company, any secret or confidential information, irrespective of its significance, that I have accessed during the working period in the Company or in its affiliate companies

I also undertake not to disclose, transfer, print, photograph, deliver, sell, lease, or publish by any means whatsoever, any Confidential information, documents, official papers whether softcopy or hardcopy, as the hereinabove Confidential information and secrets are crucial and owned by the Company and its affiliates. I undertake and warrant not to disclose or otherwise transfer such information, secrets and documents for reasons of the potential losses and damages ((in) direct losses, loss of revenue, profit, loss of goodwill, moral damage) to the Company and its affiliates and partners.

2 – I also undertake within two years after the working period completion in the Company for any reason whatsoever, unless prior written approval is given by the Company, to:

A – not to seek employment, not to accept employment job offers, not to cooperate howsoever with the organizations and representatives of such organizations, which are considered the Company's or its affiliates' competitors, namely:

[1] OF 3



30 MAY 13

CONFIDENTIAL / PROPRIETARY

B – not to carry out any competitive acts to the Company and/or to any sister/affiliate entities, whether to my personal account (benefit) or to any third party (company) benefit.

C – Not to convert the clientele and suppliers (distributors, etc.) of the Company and/or sister/affiliate companies by any means whatsoever in order to gain direct or indirect benefits, commissions or personal discounts and rebates, whether for or without remuneration. Hence, I will not reach in contact with clientele, suppliers (distributors, etc.) of Company and its subsidiaries/affiliates without prior written consent of the Company's management. It is to be noted that this undertaking will not be limited by the two years period mentioned above and is effective for Five (5) years or the maximum allowed period by law.


D – do not start/participate in company and/or other forms of businesses (including, being a founder, possess corporate rights, exercise control, being employee or director, holding managerial or any other position), which directly or indirectly compete with business of Company and/or its subsidiaries/affiliates. It is to be noted that this undertaking will not be limited by the two years period mentioned above and is effective for Five (5) years or the maximum allowed period by law.

3 – In case of violation of any of the hereinabove undertakings and warranties, I shall bear legal and financial responsibility for such violations and shall compensate for actual damage, loss profit and future loss which the Company or its affiliates may incur due to such violations. In case of dispute resolution, the Company has a right to recover all costs and expenses (including, court costs, fees, attorneys' fees). The Company may in its sole discretion seek injunctive relief or specific performance to the extent feasible, as to estop unlawful conduct of employee.

4 – Arbitration. Any dispute arising out of the formation, performance, interpretation, nullification, termination or invalidation of this Contract or arising therefrom or related thereto in any manner whatsoever, shall be settled by Dubai International Arbitration Centre (**DIAC**) in accordance with the provisions set forth under the DIAC Arbitration Rules.

The arbitration proceeding shall be carried out by One (1) impartial and independent of the Parties arbitrators. The place of the arbitration shall be Dubai, United Arab Emirates. The arbitration shall be in Russian or English subject to confirmation by both Parties.

↑
AT COMPANY EXPENSE
ROUNDTRIP



The arbitration award shall be final and binding on both Parties.

The governing law shall be the UAE law without regard to its conflict or choice of law rules.

5 – The Signatory hereby confirms it has meaningful opportunity to review the Agreement, so that the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

If any provision of this Agreement is held to be illegal, invalid or unenforceable, that provision shall (so far as it is illegal, invalid or unenforceable) be given no effect and/or shall be deemed not to be included in this Agreement in that specific case only, but that shall not affect the legality, validity or enforceability of any other provision hereof.

[2] OF 3


30 MAY 13

CONFIDENTIAL / PROPRIETARY

Any failure by the Parties to exercise any right herein or the partial exercise of such a right shall not act as a waiver nor preclude the subsequent exercise thereof.

6 – I signed this document unconditionally and with entire will that include the present undertaking before the below mentioned witnesses.

This Agreement is signed in ^{ONE} two originals in ~~Russian~~ and English language, one original for the Company, and ~~another original for me.~~
Photocopy

This Agreement shall be effective from the moment of its signing and terminate upon 5 (Five) years after the end of employment or other relationship with the Company, unless otherwise agreed or inherent to the relationship.

For our approval and acceptance of the terms and conditions of the present undertaking, I personally put my signature herein below.

Employee:

Name: Keith Woolford
 (read and agreed)

Signature: [Signature]

On behalf of the Company (AAL Group Ltd)

Name: Oleg Fidelskiy
 Designation: General Manager

Signature: _____

IN WITNESS WHEREOF, the following person(s) - witnesses put his/her/their signatures forward hereto at the date and place first mentioned above to confirm the authenticity of the above two signatures of the Parties hereto. The witness(es) hereby warrants the authenticity of signatures under the penalty of perjury. The witnesses are in no way beneficiaries hereunder, the independence and prejudice of witness(es) are not questioned.

Witness

Name: Scott Woolfolk

Signature: [Signature]

Witness

Name: _____

Signature: _____

[Signature]
 30 MAY 13

EXHIBIT 11

From: Paul Daigle [<mailto:paul.daigle@aal-usa.com>]
Sent: Monday, January 18, 2016 9:49 PM
To: Maria Gushchina; Anna Tyutyayeva; Mark Nagorny; Olga Martyshchenko
Cc: Oleg Sirbu; Saul Kirsch
Subject: AAL USA Part 145 Certification

Team,

Please see attached our US FAA Part 145 Repair Station Certificate, certified as of 15 OCT 2015.

We had some issues with applying for the Repair Station as AAL USA, Inc. due to the previous occupant of our hangar (DynCorp/SNC/Westwind) as well as our historical status as a US government contractor. It's a long story, but Oleg M is aware of the complications and has all of the details.

While "Black Hall Aerospace" is a wholly owned subsidiary of AAL USA, we are taking steps with the Federal Aviation Administration to change the name on the document to "AAL USA" during our next quality audit. Once that action is complete, I will send you guys an updated version of this certificate. The name on the license does not impact any of our current work, but it will be extremely advantageous for us here in HSV once it is changed to AAL USA for marketing purposes (so we don't have to keep explaining things to Customers – kind of like AAL USA is a franchise of AAL Group, etc.).

Let me know if you have any other questions for now.

Best,

Paul

Paul J Daigle
Chief Executive Officer
CPT, US Army (Ret)



Office: +1 256.971.1967 Ext. 2482
Mobile: +1 919.259.9903
Email: paul.daigle@aal-usa.com

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This email has been scanned by the Symantec Email Security.cloud service.

EXHIBIT 12

1/22
2016



Black Hall Aerospace

@BlackHallAero



Join us at the HAI HELI-Expo Feb. 29-March 3 along with our Parent Company, AAL USA. Booth # 7944! More info: <https://t.co/zKs062O8vM>

7:35 AM - 22 Jan 2016



EXHIBIT 13

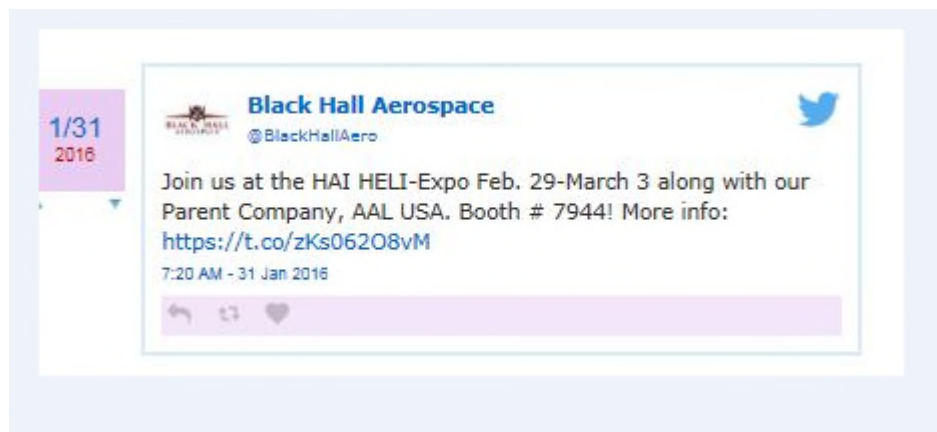


EXHIBIT 14



EXHIBIT 15

**Black Hall Aerospace**

March 1 · 🌐

Come out and visit us along with our parent company, AAL USA at the HAI HELI-EXPO March 1 - 3! We're at booth #7944 <http://heliexpo.rotor.org/>

DELIVER HANDS-ON DEMONSTRATIONS of new product offerings
EXTEND BRAND AWARENESS in the international helicopter and aviation community
GAIN POWERFUL RESULTS from exposure in the aviation industry before, during, and after the show.

**HAI HELI-EXPO | Helicopter Trade Show & Exposition**

HAI's Exhibiting Aircraft & Flight Operations Guidelines / Pilot Safety Handbook provides exhibitors and pilots with essential information for...

HELIEXPO.ROTOR.ORG

Like

Comment

Share

EXHIBIT 16

**Black Hall Aerospace**

April 19 · 🌐

Our parent company will be exhibiting at AEA 2016. AAL USA only provides the safest, most reliable aviation products and services possible. Services include the most advanced applications in maintenance, engineering, training and flight operations. If you are interested in partnering with AAL USA- visit booth #228 at AEA 2016 April 27-30!



EXHIBIT 17

**Black Hall Aerospace**

January 9 · 🌐

Looking for something fun to do? Visit Black Hall Aerospace and our Parent Company, AAL USA, at the HAI HELI-Expo in Louisville, KY Feb. 29—March 3 Booth # 7944. For more info: <http://heliexpo.rotor.org/>

HAI HELI-EXPO | Helicopter Trade Show & Exposition

It has come to the attention of HAI HELI-EXPO show management that several unaffiliated vendors have been soliciting HAI HELI-EXPO 2016...

HELIEXPO.ROTOR.ORG

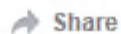


EXHIBIT 18

**Black Hall Aerospace**January 22 · 🌐

Join us at the HAI HELI-Expo in Louisville, KY Feb. 29—March 3 along with our Parent Company, AAL USA. We're at booth # 7944! More info:
<http://heliexpo.rotor.org/>

HAI HELI-EXPO | Helicopter Trade Show & Exposition

It has come to the attention of HAI HELI-EXPO show management that several unaffiliated vendors have been soliciting HAI HELI-EXPO 2016...

HELIEXPO.ROTOR.ORG

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EXHIBIT 19


Black Hall Aerospace

January 31 · 🌐

Looking for something fun to do? Visit Black Hall Aerospace and our Parent Company, AAL USA, at the HAI HELI-Expo in Louisville, KY Feb. 29—March 3 Booth # 7944. For more info: <http://heliexpo.rotor.org/>

HAI HELI-EXPO | Helicopter Trade Show & Exposition

It has come to the attention of HAI HELI-EXPO show management that several unaffiliated vendors have been soliciting HAI HELI-EXPO 2016...

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EXHIBIT 20


Black Hall Aerospace

February 3 · 🌐

Looking for something fun to do? Visit Black Hall Aerospace and our Parent Company, AAL USA, at the HAI HELI-Expo in Louisville, KY March 1 — March 3 Booth # 7944. For more info: <http://heliexpo.rotor.org/> #booth #exhibit #fly #explore

DELIVER HANDS-ON DEMONSTRATIONS of new product offerings
 EXTEND BRAND AWARENESS in the international helicopter and aviation community
 GAIN POWERFUL RESULTS from exposure in the aviation industry before, during, and after the show.


HAI HELI-EXPO | Helicopter Trade Show & Exposition

It has come to the attention of HAI HELI-EXPO show management that several unaffiliated vendors have been soliciting HAI HELI-EXPO 2016...

HELIEXPO.ROTOR.ORG

👍 Like

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➦ Share

EXHIBIT 21

**Black Hall Aerospace**

February 11 · 🌐

Join us at the HAI HELI-Expo in Louisville, KY March — March 3 along with our Parent Company, AAL USA. We will be at booth # 7944! More info: <http://heliexpo.rotor.org/> #booth #exhibit #fly #explore

HAI HELI-EXPO | Helicopter Trade Show & Exposition

The HAI HELI-EXPO show app puts the latest info, including detailed maps and routes around the show floor, at your fingertips:

HELIEXPO.ROTOR.ORG

Like

Comment

Share

EXHIBIT 22

**Black Hall Aerospace**

February 21 · 🌐

Looking for something fun to do? Visit Black Hall Aerospace and our Parent Company, AAL USA, at the HAI HELI-Expo in Louisville, KY March 1 — March 3 Booth # 7944. For more info: <http://heliexpo.rotor.org/>

DELIVER HANDS-ON DEMONSTRATIONS of new product offerings
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**HAI HELI-EXPO | Helicopter Trade Show & Exposition**

HAI's Exhibiting Aircraft & Flight Operations Guidelines / Pilot Safety Handbook provides exhibitors and pilots with essential information for...


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EXHIBIT 23

**Black Hall Aerospace**
February 25 · 🌐

Looking for something fun to do? Visit Black Hall Aerospace and our Parent Company, AAL USA, at the HAI HELI-Expo in Louisville, KY March 1 — March 3 Booth # 7944. For more info: <http://heliexpo.rotor.org/>

DELIVER HANDS-ON DEMONSTRATIONS of new product offerings
EXTEND BRAND AWARENESS in the international helicopter and aviation community
GAIN POWERFUL RESULTS from exposure in the aviation industry before, during, and after the show.



HAI HELI-EXPO | Helicopter Trade Show & Exposition
HAI's Exhibiting Aircraft & Flight Operations Guidelines / Pilot Safety Handbook provides exhibitors and pilots with essential information for...
HELIEXPO.ROTOR.ORG




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EXHIBIT 24

Black Hall Aerospace Looking for something fun to do? Visit Black Hall Aerospace and our Parent Company, AAL USA, at the HAI HELI-Expo in Louisville, KY March 1 — March 3 Booth # 7944. For more info: <http://heliexpo.rotor.org/>

Benefits include:

- 1) OUT from your competition
- 2) QUALIFIED BUYERS from an international audience
- 3) SALES at the lowest cost of the year
- 4) RELATIONSHIPS with existing customers through face-to-face interaction
- 5) STRATEGIC PARTNERSHIPS with industry professionals
- 6) HANDS ON DEMONSTRATIONS of new product offerings
- 7) BONUS: ADJACENT to the international helicopter and aviation community
- 8) MEET US HERE! To from exposure in the aviation industry, before, during, and after the show



HAI HELI-EXPO | Helicopter Trade Show & Exposition

heliexpo.rotor.org • HAI's Exhibiting Aircraft & Flight Operations Guidelines / Pilot Safety Handbook provides exhibitors and pilots with essential information for bringing aircraft safely to the Kentucky Exposition Center for HAI HELI-EXPO 2016. The handbook contains safety and flight operations procedures for exhib...

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EXHIBIT 25

Black Hall Aerospace Join us at the HAI HELI-Expo in Louisville, KY March — March 3 along with our Parent Company, AAL USA. We will be at booth # 7944! More info: <http://heliexpo.rotor.org/> #booth #exhibit #fly #explore

HAI HELI-EXPO | Helicopter Trade Show & Exposition

heliexpo.rotor.org • The HAI HELI-EXPO show app puts the latest info, including detailed maps and routes around the show floor, at your fingertips:

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EXHIBIT 26

Black Hall Aerospace Looking for something fun to do? Visit Black Hall Aerospace and our Parent Company, AAL USA, at the HAI HELI-Expo in Louisville, KY March 1 — March 3 Booth # 7944. For more info: <http://heliexpo.rotor.org/>

Black Hall Aerospace

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HAI HELI-EXPO | Helicopter Trade Show & Exposition

heliexpo.rotor.org + HAI's Exhibiting Aircraft & Flight Operations Guidelines / Pilot Safety Handbook provides exhibitors and pilots with essential information for bringing aircraft safely to the Kentucky Exposition Center for HAI HELI-EXPO 2016. The handbook contains safety and flight operations procedures for exhib...

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EXHIBIT 27



AAL USA, Inc.
620 Discovery Drive
Building 1 Suite 200
Huntsville, AL 35806

30 September 2016

Dear Valued Supplier,

In September 2016, AAL USA, Inc. ("AAL USA") and select subsidiaries entered into a definitive agreement with Black Hall Aerospace, Inc. ("BHA") whereby BHA will acquire substantially all of AAL USA's assets and certain specified liabilities (the "Transaction"). This Transaction aligns AAL USA's business with an industry leader in commercial aircraft maintenance and engineering / certifications, creating an enterprise capable of providing unparalleled solutions to both governmental and commercial Customers. The Transaction is expected to close at the end of this week, at which time all AAL USA business operations will be fully absorbed by Black Hall Aerospace.

We hope that you desire to remain a Partner of this organization moving forward and kindly extend the same terms to BHA as previously offered to AAL USA.

What is the Change?

The changes resulting from the Transaction will be minimal. All open purchase orders previously issued under the "AAL-XXX" numbering system will remain active; new purchase orders will be issued by Black Hall Aerospace using a "BHA-XXX" numbering system.

What Can You Expect?

We will be contacting you to discuss the transfer of our current credit terms. There will be no changes to invoicing.

Please feel free to contact me directly if you have any questions or would like any additional information. I can be reached by phone at (256) 971-1967 or laura.moran@aal-usa.com

Best Regards,

Laura Moran
Director of Supply Chain
AAL USA, Inc.

620 Discovery Drive, Building 1, Suite 200
Huntsville, AL 35806

(256) 971-1967
(256) 971-1967

EXHIBIT 28

POWER OF ATTORNEY

By this Power of Attorney given on the 14th day of August, 2013 AAL USA, Inc a Company incorporated under Delaware Corporate Law and having its registered office at 20C Trolley Square, Wilmington, DE 19806, (hereinafter called the "Company") hereby appoints Mr. Paul Joseph Daigle (the Attorney) holding United States of America passport number [REDACTED] to be true and lawful Attorney of the Company to do or execute all or any of the acts and things mentioned below all the clauses on behalf of the Company and as defined in this Power of Attorney.

1. To attend to all matters in connection with the purchase and sale of properties and investment in the name of the Company.
2. To solely open, operate, manage and close bank accounts in the name of the Company and to apply letter of credit facilities from any bank or financial institutions and to sign any bank documents required for opening a letter of credit.
3. To administer any business carried on by the Company including the collection of all money due, will have the right to present the Company before third parties and to bid for tenders to sign the needed papers and documents in order to obtain license, permits and other official documents and will have the right to represent the company before the authorities and relevant official and non official administrations.
4. To transact, manage, carry on and execute all business matters and things requisite and necessary or in any manner connected with or having reference to the business affairs of the Company and for such purposes to enter into correspondence related to such business and affairs as necessary.
5. To sign and execute such acts, declaration, agreements, documents and deeds as the Company itself could make, sign and execute and to bind the Company thereby.
6. To represent the Company before the Governments and Semi-Governments Authorities and to sign all documents required to be signed by the said bodies.
7. The Attorney shall serve as a fiduciary of the Company, and shall always act diligently and in good faith and in the best interest of the Company.
8. The Company can revoke this Power of Attorney at anytime without any liability and the Attorney will abide by the said revocation and will act upon the instructions given to the Attorney in the revocation.

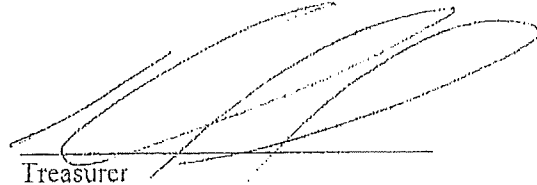
9. This Power of Attorney, unless earlier revoked by the Company in a signed writing delivered to the Attorney, shall remain in effect until FIVE YEARS from the date of this Power of Attorney.

AND IT IS HEREBY DECLARED THAT:

The Attorney will submit to the Company and its legal bodies (i.e. board, general assembly) a full report detailing all the actions that he took as well as financial report detailing the financial situation of the Company.

The Company hereby authorizes and empowers the Attorney to acknowledge in the name and as the act and deed of the Company this Power of Attorney and to register and record the same. In any proper of authenticating and giving full effect of this Power of Attorney to execute the powers listed therein.

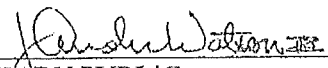
IN WITNESS WHEREOFF, the Board of Directors of the Company has authorized and directed its below-named duly authorized Officer to execute this Power of Attorney on the day and year mentioned above.


Treasurer

STATE OF Alabama)
COUNTY OF Madison)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that **Keith Woolford**, whose name as Treasurer of AAI. USA, Inc., a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 14th day of August, 2013.


NOTARY PUBLIC

[NOTARIAL SEAL]

My Commission Expires: 12-29-2015