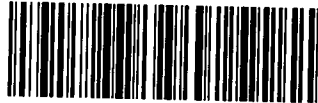


FILED: MAY 01, 2025 04:11 PM
OREGON SECRETARY OF STATE



UCC

LIEN NO. 94181189

BLF AIRCRAFT HOLDING

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional)

B. E-MAIL CONTACT AT SUBMITTER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

SEE BELOW FOR SECURED PARTY CONTACT INFORMATION

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME
BLF Aircraft Holdings, LLC

OR

1b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

18006 Sky Park Circle, Suite 200 Irvine CA 92614 USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME
Wells Fargo Bank, N.A.

OR

3b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

600 South 4th Street, MAC N9300-100 Minneapolis MN 55415 USA

4. COLLATERAL: This financing statement covers the following collateral:

Please see Schedule I attached hereto and made a part hereof.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box: Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility Agricultural Lien Non-UCC Filing

6b. Check only if applicable and check only one box: Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licensor

7. ALTERNATIVE DESIGNATION (if applicable):

8. OPTIONAL FILER REFERENCE DATA:
File with: Oregon - Secretary of State

SCHEDULE I TO FINANCING STATEMENT

Name and Address of Debtor:

BLF AIRCRAFT HOLDINGS, LLC (hereinafter called the "Debtor")

18006 Sky Park Circle, Suite 200
Irvine, CA 92614
Attention: Brian Fitterer

Name and Address of Secured Party:

WELLS FARGO BANK, N.A., (hereinafter called the "Secured Party")

600 South 4th Street
MAC N9300-100
Minneapolis, MN 55415

All right, title and interest of Debtor in and to:

1. (a) the Aircraft, including the Airframe, the Engines, the Parts and their components and attachments, the Records, the Contracts, it being the intent that separate rights shall be attached to the Airframe separate and apart from the Engines for the purposes of the Cape Town Treaty.

(b) all proceeds of insurance from any loss of, or damage to, any properties mentioned or referred to in (a) above and any other proceeds of any kind resulting from any Event of Loss with respect thereto.

(c) All estate, right, title, interest and claims whatsoever, at law, as well as in equity, which Mortgagor has or possesses on the date of the Mortgage or to which Debtor may hereafter become legally or equitably entitled, from, in or to the properties described in (a) or (b) above, inclusive, including, without limitation, the Associated Rights (as defined in the Cape Town Treaty), the right to receive any rent from the lease of the Aircraft or any charter or management fees derived from the use of the Aircraft, all engine and airframe maintenance programs, together with all accounts receivable, general intangibles, proceeds and chattel paper evidencing any of the foregoing.

(d) All right, title and interest of Debtor in any engine, auxiliary power unit and/or airframe maintenance program contracts with respect to the Aircraft, auxiliary power unit, and the Engines, including any reserve account (or other trust account) required thereunder.
2. (a) that certain Aviation Services and Non-Continuous Lease Agreement effective as of October 6, 2017 (as amended, modified, supplemented, extended or renewed from time to time, the "Management Agreement") between Debtor and Clay Lacy Aviation,

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Inc., a California corporation (such right, title and interest being referred to herein collectively as the "Beneficial Interest").

(b) all payments of dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed, in respect of, in exchange for or upon the conversion of the Beneficial Interest;

(c) all rights and privileges of the Beneficiary with respect to the Beneficial Interest and the property referred to in clause (b) above; and

(d) to the extent not otherwise included, all Proceeds (as defined under the Uniform Commercial Code as from time to time in effect in the State of New York (the "Code")) and products of the Beneficial Interest.

3. (a) that certain Aircraft Dry Lease Agreement dated as of November 30, 2015 (as amended, modified, supplemented, extended or renewed from time to time, the "Lease Agreement") between Debtor and Investment Property Group UT, Inc., a Utah corporation (such right, title and interest being referred to herein collectively as the "Beneficial Interest").

(b) all payments of dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed, in respect of, in exchange for or upon the conversion of the Beneficial Interest;

(c) all rights and privileges of the Beneficiary with respect to the Beneficial Interest and the property referred to in clause (b) above; and

(d) to the extent not otherwise included, all Proceeds (as defined under the Uniform Commercial Code as from time to time in effect in the State of New York (the "Code")) and products of the Beneficial Interest.

"Aircraft" shall mean the Gulfstream Aerospace Corporation model GV-SP (G550) aircraft bearing manufacturer's serial number 5149 and United States Registration number N173NY, together with all Engines, Parts, Records and Contracts.

"Airframe" shall mean (i) the Aircraft, not including the Engines or any auxiliary power unit and (ii) any and all Parts from time to time incorporated in, installed on or attached to the Airframe and any and all Parts removed therefrom so long as Secured Party shall retain an interest therein in accordance with the applicable terms of the Mortgage after removal from the Airframe.

"Contracts" means any and all agreements, contracts, service contracts, repair contracts, maintenance contracts, including insurance contracts, leases, purchase agreements, bills of sale and assignments, and any other instruments, contracts or agreements of any kind with respect to an Aircraft.

"Engine(s)" shall mean those certain two (2) Rolls Royce Deutschland Ltd & Co KG model BR 700-710 C4-11 aircraft engines, bearing manufacturer's serial numbers 15399 and

15398, the auxiliary power unit and any replacement Engine or auxiliary power unit that is required or permitted to be installed upon the Airframe in accordance with the Mortgage.

“Event of Loss” has the meaning ascribed to it in the Mortgage.

“Mortgage” shall mean that certain Aircraft Mortgage and Security Agreement dated as of May 1, 2025 (as amended, modified or supplemented from time to time) between Debtor and Secured Party.

“Parts” shall mean all appliances, parts, instruments, avionics (including, without limitation, radio, radar, navigation systems or other electronic equipment), appurtenances, accessories, furnishings, auxiliary power units, if any, and other equipment of whatever nature (but excluding complete Engines), so long as the same shall be (i) incorporated or installed in or attached to the Aircraft or any Engine, at any time, or (ii) otherwise subject to the Mortgage.

“Records” shall mean all manuals, log books, diagrams, certificates and inspection, modification, maintenance, engineering, technical and overhaul records relating to the Aircraft and other documentation relating thereto.

Capitalized terms not otherwise defined herein shall have the meanings set forth in the Mortgage.