

D160000000035

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

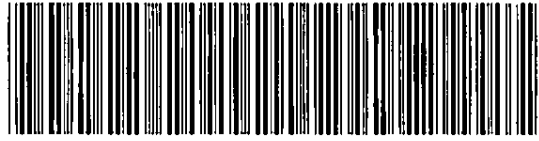
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



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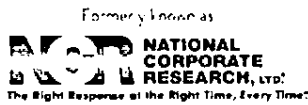
FILED
2017 AUG 24 AM 9:03
SECRETARY OF REVENUE
FALL RIVER MASSACHUSETTS

2017 AUG 24 AM 11:27
FALL RIVER MASSACHUSETTS

Amend/Declaration
of
Trust

AUG 25 2017

I ALBRITTON



115 N CALHOUN ST., STE. 4
TALLAHASSEE, FL 32301
866.625.0838
COGENCYGLOBAL.COM

Account#: 120000000088

Date: 8/24/2017

Name: KENDALL HOWELL

Reference #: T011734

Entity Name: MSN 51 TRUST

Articles of Incorporation/Authorization to Transact Business

Amendment

Change of Agent

Reinstatement

Conversion

ISSUES - CALL KEN @
518-213-0738

Merger

Dissolution/Withdrawal

Fictitious Name

Other _____ **** CERTIFIED COPY UPON FILING ****

**** IF FEES BELOW ARE INSUFFICIENT PLEASE CALL FOR APPROVAL ****

Authorized Amount: \$35.00

Signature:

\$145.75

AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE
TO AMEND THE QUALIFICATION OF
MSN 51 TRUST dated October 16, 2016
A UTAH TRUST

FILED
2017 AUG 24 AM 9:09
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In accordance with Section 609.02 of the Florida Statutes, pertaining to Common Law Declarations of Trust, each of the undersigned, (i) Lane Molen, Vice President of WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION ("Wells Fargo"), NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS ORIGINAL OWNER TRUSTEE UNDER THE MSN 51 TRUST DATED AS OF OCTOBER 14, 2016 (the "MSN 51 Trust"), and (ii) Jon Croasmun, Vice President of BANK OF UTAH ("Bank of Utah"), NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS SUCCESSOR OWNER TRUSTEE UNDER THE MSN 51 TRUST, hereby affirm in order to amend the MSN 51 Trust under Document Number D1600000035, the following changes:

1. Wells Fargo has resigned as Owner Trustee of the MSN 51 Trust pursuant to the Instrument of Resignation and Succession of Owner Trustee and Amendment to Trust Agreement dated as of August 17, 2017 (the "Trust Amendment"), a true and correct copy of which is attached herewith as Exhibit A.
2. Pursuant to the Trust Amendment, Bank of Utah accepted and assumed all duties and obligations of the Owner Trustee under the MSN 51 Trust.
3. The principal address of MSN 51 Trust is hereby amended by deleting the address on record, and replacing it with the following:

Bank of Utah
200 East South Temple, Suite 210
Salt Lake City, Utah 84111
Attn: Corporate Trust Services

4. The MSN 51 Trust is hereby amended by deleting all references to Wells Fargo as Owner Trustee, and replacing them with the following:

Bank of Utah
200 East South Temple, Suite 210
Salt Lake City, Utah 84111
Attn: Corporate Trust Services

5. Except as amended by the Trust Amendment, the MSN 51 Trust remains unmodified, and in full force and effect.

Signatures on Next Page.

WELLS FARGO BANK NORTHWEST,
N.A., as Original Owner Trustee

By: LM

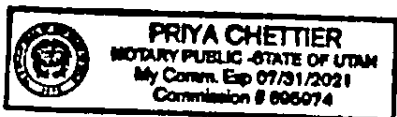
Lane Molen,
Vice President

STATE OF UTAH)
) ss.:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 22nd day of August, 2017 by Lane Molen, Vice President of Wells Fargo Bank Northwest, National Association. He is personally known to me.

Notary Priya Chettier
Print Name: Priya Chettier
Notary Public, State of Utah
My Commission expires: 07/31/2021

Notary Seal



BANK OF UTAH, as Successor Owner Trustee

By: _____

Jon Croasmun,
Vice President

STATE OF UTAH)
) ss.:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ____ day of August, 2017 by Jon Croasmun, Vice President of Bank of Utah. He is personally known to me.

Notary: _____
Print Name: _____
Notary Public, State of Utah
My Commission expires: _____

Notary Seal

WELLS FARGO BANK NORTHWEST,
N.A., as Original Owner Trustee

By: _____
Lane Molen,
Vice President

STATE OF UTAH)
) ss.:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ___ day of August, 2017 by Lane Molen, Vice President of Wells Fargo Bank Northwest, National Association. He is personally known to me.

Notary Seal

Notary: _____
Print Name: _____
Notary Public, State of Utah
My Commission expires: _____

BANK OF UTAH, as Successor Owner
Trustee

By: _____
Jon Croasmun,
Vice President

STATE OF UTAH)
) ss.:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 23 day of August, 2017 by Jon Croasmun, Vice President of Bank of Utah. He is personally known to me.

Notary Seal

Notary: _____
Print Name: _____
Notary Public, State of Utah
My Commission expires: _____



Exhibit A

**Instrument of Resignation and Succession of Owner Trustee and
Amendment to Trust Agreement**

[Attached]

INSTRUMENT OF RESIGNATION AND SUCCESSION OF OWNER TRUSTEE
AND AMENDMENT TO TRUST AGREEMENT

THIS INSTRUMENT OF RESIGNATION AND SUCCESSION OF OWNER TRUSTEE AND AMENDMENT TO TRUST AGREEMENT (this "Agreement"), dated as of August 17, 2017 (the "Effective Date"), by and between Wells Fargo Bank Northwest, National Association, a national banking association organized and existing under the laws of the United States of America, individually and as the original owner trustee under the hereafter defined Trust Agreement (the "Original Owner Trustee"), Bank of Utah, a corporation organized under the laws of the State of Utah (the "Successor Owner Trustee") and Mariposa Capital, L.L.C., a limited liability company organized and existing under the laws of Delaware, as trustor and as lessee (the "Trustor" or the "Lessee", as applicable).

WHEREAS, the Original Owner Trustee has served as owner trustee under a Trust Agreement dated as of October 14, 2016 (as further amended from time to time, the "Trust Agreement"), with Trustor; and

WHEREAS, the Original Owner Trustee holds title to the Trust Estate (as defined in the Trust Agreement), which includes, among other things, that certain Dassault Aviation model Falcon 7X aircraft bearing manufacturer's serial number 51 and United States Registration Number N9997X and three (3) Pratt & Whitney Canada model PW307A engines bearing manufacturer's serial numbers PCE-CH0169, PCE-CH0170, and PCE-CH0177 (collectively, the "Aircraft"), which were transferred to the Original Owner Trustee in trust under the Trust Agreement; and

WHEREAS, the Original Owner Trustee, as lessor; and the Lessee entered into that certain Aircraft Lease Agreement dated on or about November 21, 2016 (the "Lease Agreement");

WHEREAS, the Original Owner Trustee has given notice of its intention to resign as owner trustee under the Trust Agreement;

WHEREAS, the Trustor desires to appoint the Successor Owner Trustee as successor owner trustee under the Trust Agreement, and as "Lessor" under the Lease Agreement, as set forth therein; and

WHEREAS, the Original Owner Trustee is willing to resign as owner trustee under the Trust Agreement, and the Successor Owner Trustee is willing to serve as (i) successor owner trustee under the Trust Agreement, and (ii) Lessor under the Lease Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Original Owner Trustee hereby confirms its resignation as Owner Trustee under the Trust Agreement pursuant to Section 3.03 of the Trust Agreement, and as Lessor under the Lease Agreement. As of the Effective Date, all powers, rights and obligations of the Original Owner Trustee under the Trust Agreement, the Lease Agreement and any other related documents shall cease and terminate.

2. Pursuant to Section 3.04 of the Trust Agreement, the Trustor hereby appoints the Successor Owner Trustee to act as successor owner trustee under the Trust Agreement and as Lessor under the Lease Agreement.

3. The Successor Owner Trustee hereby acknowledges its appointment as successor owner trustee under the Trust Agreement and as Lessor under the Lease Agreement and, as of the Effective Date, hereby assumes all powers, rights and obligations of the owner trustee under the Trust Agreement, and as Lessor under the Lease Agreement. Without limiting the foregoing, Successor Owner Trustee assumes all right, title and interest in and to the Trust Estate, including, but not limited to, all of the Original Owner Trustee's right, title and interest in the Aircraft which right, title and interest in the Trust Estate, including the Aircraft, are transferred, conveyed and assigned from the Original Owner Trustee unto the Successor Owner Trustee. For purposes of the Convention on International Interests in Mobile Equipment and the Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment, both signed in Cape Town, South Africa on November 16, 2001 (the "Cape Town Convention"), this Agreement constitutes a "contract of sale".

4. The Successor Owner Trustee represents to the Trustor that it satisfies the trustee qualification requirements under the Trust Agreement for a successor owner trustee.

5. The Successor Owner Trustee and the Trustor shall cause this instrument to be filed with the Federal Aviation Administration ("FAA"), and, simultaneously with the filing of this instrument, the Successor Owner Trustee shall cause to be filed for acceptance with the FAA its Affidavit of Citizenship and all other documents required by law to be filed in connection herewith.

6. Upon the filing of this Agreement and such additional documentation as required by the FAA by the Successor Owner Trustee and the Trustor, the Successor Owner Trustee shall be deemed (i) the owner trustee and registered owner of the Aircraft under the Trust Agreement and (ii) the Lessor under the Lease Agreement pursuant to the terms thereof.

7. Each of the parties hereby agrees that, (i) the Successor Owner Trustee shall have no liability or responsibility under the Trust Agreement, the Lease Agreement or any related document for any period prior to the Effective Date or for any act or omission of the Trustor, the Lessor, the Original Owner Trustee or any of its respective agents prior to the Effective Date, under or in connection with the Trust Agreement, the Lease Agreement or any related agreement; and (ii) the Original Owner Trustee shall have no liability or responsibility under the Trust Agreement, the Lease Agreement or any related agreement, for any period from and at any time following the Effective Date or for any act or omission of the Trustor, the Lessor, the Successor Owner Trustee or any of its respective agents, under or in connection with the Trust Agreement, the Lease Agreement or any related agreement.

8. Notwithstanding the resignation of the Original Owner Trustee, the Trustor acknowledges and agrees that the Indemnities contained in Section 6.01 of the Trust Agreement shall survive the resignation of the Original Owner Trustee and the termination of the Trust Agreement and Original Owner Trustee shall remain indemnified for the liabilities, costs and expenses covered by Section 6.01 of the Trust Agreement.

9. The Trustor and the Successor Owner Trustee agree that the Trust Agreement shall be amended as follows:

(A) The notice address of Owner Trustee set forth in Section 8.04(i) of the Trust Agreement is amended and restated in its entirety as follows:

"(i) if to the Owner Trustee to: Bank of Utah, 200 E. South Temple, Suite 210, Salt Lake City, UT 84111, Attn: Corporate Trust Services"

10. The Original Owner Trustee and the Successor Owner Trustee shall, at their expense, become a "transacting user entity" with the International Registry located in Dublin, Ireland ("International Registry"), created pursuant to the Cape Town Convention. Original Owner Trustee and Successor Owner Trustee shall each cooperate to make any and all registrations required or advisable, including but not limited to, the registration of the title to the Aircraft in favor of Successor Owner Trustee on the International Registry, as may be appropriate, to carry out the purpose and intent of this Agreement, and each hereby expressly consents to such registration(s) with respect to the Aircraft.

11. Each of the parties hereto covenants and agrees to execute such other and further documents relating to the matters set forth herein and to take or cause to be taken such other and further actions as may be reasonably necessary or appropriate to carry out the purposes and intent of this Agreement and to consummate the transactions contemplated hereby. This Agreement represents the final and entire agreement between the parties hereto regarding the subject matter hereof. This Agreement may be amended, but only by a written amendment signed by all parties hereto.

12. The validity, construction and enforcement of this Agreement shall be governed by the laws of the State of Utah without giving effect to principles of conflict of law. The parties submit to the non-exclusive jurisdiction of any state or federal court sitting in Salt Lake County, Utah in any action or proceeding arising out of or relating to this Agreement and agree that all claims in respect of the action or proceeding may be heard and determined in any such court. EACH PARTY HEREBY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TRIAL BY JURY IN ANY LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE OTHER TRANSACTION DOCUMENTS OR THE VALIDITY, PROTECTION, INTERPRETATION, COLLECTION OR ENFORCEMENT HEREOF OR THEREOF.

13. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together consist of but one and the same instrument.

[REMAINDER OF THE PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Instrument of Resignation and Succession of Owner Trustee as of the date set forth above.

Mariposa Capital, LLC, as Trustor and Lessee

By 
Name: Desiree DeStefano
Title: CFO

Wells Fargo Bank Northwest, National Association,
individually and as Original Owner Trustee

By _____
Name:
Title:

Bank of Utah, individually and as Successor Owner
Trustee

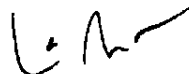
By _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed this Instrument of Resignation and Succession of Owner Trustee as of the date set forth above.

Mariposa Capital, LLC, as Trustor and Lessee

By _____
Name: Desiree DeStefano
Title: CFO

Wells Fargo Bank Northwest, National Association,
individually and as Original Owner Trustee

By _____ 
Name:
Title: Lane Molen
Vice President

Bank of Utah, individually and as Successor Owner
Trustee

By _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed this Instrument of Resignation and Succession of Owner Trustee as of the date set forth above.

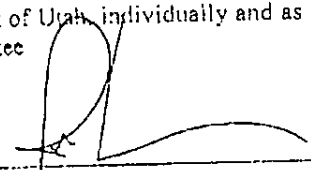
Mariposa Capital, LLC, as Trustor and Lessee

By _____
Name: Desiree DeStefano
Title: CFO

Wells Fargo Bank Northwest, National Association,
individually and as Original Owner Trustee

By _____
Name:
Title:

Bank of Utah, individually and as Successor Owner
Trustee

By  _____
Name: Jon Croasmun
Title: Vice President