

BEFORE THE AFRICAN COMMISSION FOR HUMAN & PEOPLES' RIGHTS

54th ORDINARY SESSION: OCTOBER-NOVEMBER 2013

COMMUNICATION NO. 383/2010

In the matter between:

MOHAMMED ABDULLAH SALEH AL-ASAD

and

DJIBOUTI

DECLARATION OF CROFTON BLACK

I, Crofton Black, citizen of London, United Kingdom, hereby declare that:

1. I am thirty-eight years old and currently reside in London, United Kingdom.
2. I have prepared this declaration in conjunction with Communication No. 383/2010, in the matter between Mohammed Abdullah Saleh al-Asad and the Republic of Djibouti.
3. The purpose of my declaration is to provide evidence to the Commission on Djibouti's involvement with the U.S. rendition program by establishing that certain trips, planes and corporations demonstrably linked to the U.S. rendition program were conducting missions for the U.S. government via Djibouti.

Professional background and experience as a human rights investigator and analyst

4. I hold a Doctorate of Philosophy from the University of London, Warburg Institute and a Bachelor of Arts from Lady Margaret Hall, Oxford University.
5. I have professionally researched and investigated the U.S. government's program of extraordinary rendition, secret detention and interrogation in the following capacities:
 - a. Full-time as an investigator for the London-based human rights non-government organisation, Reprieve (February 2010 to February 2012) and as a consultant for Reprieve (February 2012 to present);
 - b. As a consultant for The Rendition Project, a joint academic project between the University of Kent and Kingston University;
 - c. By publishing numerous articles and reports concerning rendition flights;¹
 - d. As an Expert Witness to the European Parliament's Committee for Civil Liberties, Justice and Home Affairs on extraordinary rendition and secret prisons in Europe (March 2012).

Summary of findings

6. In the following analysis I shall show how five trips that passed through Djibouti (which I will refer to as Trips A, B, C, D and E) were organised by a group of companies acting together on behalf of the U.S. government. The companies are DynCorp Systems and Solutions, Capital Aviation, Sportsflight Air, Richmor Aviation, First Flight and Computer Sciences Corporation (the "corporate actors").

¹ Crofton Black and Lydia Medland, *Rendition on Record: Using the right of access to information to unveil the paths of illegal prisoner transfer flights*, published by Reprieve and Access Info Europe, December 2011, at http://www.access-info.org/documents/Access_Docs/Using/Civil_Liberties/ROR/Rendition_on_Record_19_December_2011.pdf (last visited 15 September 2013); 'Romania's CIA Prison Illuminates Failure of European Accountability', 9 December 2011, at http://www.huffingtonpost.com/crofton-black/romania-cia-prison-illum_b_1138961.html (last visited 15 September 2013); 'PREAL: The "Torture Textbook" That Took CIA Interrogators to the Dark Side', 5 April 2012, http://www.huffingtonpost.com/crofton-black/preal-the-torture-textboo_b_1406171.html (last visited 15 September 2013); 'Court case aims to dispel shadows around Romania's CIA black site, 22 August 2012, at http://www.reprieve.org.uk/blog/2012_08_22_Romania_CIA_ECHR/ (last visited 15 September 2013); 'Pressure Mounts on Lithuania Over CIA Prison', 13 September 2013, at http://www.huffingtonpost.com/crofton-black/pressure-mounts-on-lithua_b_3919699.html (last visited 15 September 2013).

7. From this evidence, it is my conclusion that although trips A to E involve three different planes (N63MU, N85VM and N70HS) and two operating companies (First Flight and Richmor), all five trips were organised by the same group of companies pursuant to the same group of contracts.
8. I also conclude that this group of contracts was set up and authorised to carry out missions for the U.S. government. This group of contracts and associated trips have been demonstrably linked to the U.S. rendition program via investigations and evidence filed in litigation in the U.S. and the European Court of Human Rights.
9. In my opinion, the movements of these planes between Djibouti and Kabul in 2003 and 2004 should be understood as occurring within the context of the U.S. rendition programme.

The operation of the U.S. rendition program and its connection with the contracts

10. The U.S. C.I.A. rendition program operated by chartering aircraft from private companies to move detainees, in part in order to avoid the notification and authorization requirements of the Convention on International Civil Aviation.²
11. One network of companies used for this purpose by the U.S. government involved prime contractors DynCorp Systems and Solutions LLC and Computer Sciences Corporation; brokers Capital Aviation and Sportsflight; and operating companies including Richmor Aviation and First Flight.
12. The pattern of business and contractual relationships between these companies were brought to light in the course of the commercial litigation *Richmor Aviation v. Sportsflight Air*.³ I have been engaged in studying these contractual relationships since mid-2011.
13. The following summary is drawn from testimony and documents in the *Richmor Aviation v. Sportsflight Air* case, supplemented by further documents obtained through investigations by Reprieve.
 - a. In early 2002, the U.S. government contacted a prime contractor, DynCorp Systems and Solutions, and asked them to locate a private jet for government use.
 - b. DynCorp established a relationship with two brokers, Capital Aviation and Sportsflight. These brokers in turn located a jet, Richmor Aviation's N85VM.
 - c. In June 2002, DynCorp entered into a contract with Capital Aviation numbered LT050602 [Exhibit "A"], and Sportsflight entered into a contract with Richmor [Exhibit "B"], to provide the services of plane N85VM to the U.S. government.
 - d. This pair of contracts ran for an initial six month term. After their expiry, at the end of 2002, the same companies maintained the same pattern of business, except that alongside Richmor's N85VM the government requested that other jets, of different prices and sizes, be made available on an *ad hoc* basis.

² Amnesty International, *USA: Below the radar: Secret flights to torture and 'disappearance'*, 2006, pp. 22-23, at <http://www.amnesty.org/en/library/asset/AMR51/051/2006/en/b543c574-fa09-11dd-b1b0-c961f7df9c35/amr510512006en.pdf> (last visited 12 September 2013).

³ See *Richmor Aviation, Inc. v. Sportsflight Air, Inc.*, 918 N.Y.S.2d 806 (2011).

- e. This *ad hoc* relationship between DynCorp, Capital, Sportsflight and Richmor continued into 2003 without any new contract being entered into.
 - f. In 2003, DynCorp was taken over by another company, Computer Sciences Corporation (CSC).⁴
 - g. CSC initially maintained the existing *ad hoc* business relationship and continued to provide the U.S. government with aviation services for the rendition program in the same way as before.
 - h. In 2004, however, CSC formalised this pattern of business with a new contract, S1007312 [Exhibit “C”] between it and Sportsflight dba Capital Aviation. This new contract was in force from 1 August 2004 until 31 July 2005.
 - i. In all these contracts, it was stipulated that planes would fly under U.S. government letters of convenience.⁵
 - j. In addition, invoices for trips flown under the subsequent contract with CSC [Exhibit “C”] continued to bear numbers referring to the original contract with DynCorp [Exhibit “A”], demonstrating that this family of contracts constituted a coherent whole.
14. Testimony on both sides in the *Richmor Aviation v. Sportsflight Air* case refers to the connection of trips flown as part of this pattern of business and pursuant to these contracts with the U.S. rendition program: **Exhibits “D” to “K”**.
 15. In addition, a number of trips flown as part of this pattern of business and pursuant to these contracts have been connected with the renditions of specific individuals. The contracts in **Exhibit “A”**⁶ and **Exhibit “C”**⁷ have been connected by Reprieve with several well-documented instances of rendition between 2002 and 2005. The same contracts are cited in the submissions of the applicant in the rendition case of *Abu Zubaydah v Lithuania*,⁸ currently before the European Court of Human Rights.

⁴ Computer Sciences Corporation, Media Release - Computer Sciences Corporation Completes Acquisition of Dyncorp, at http://www.csc.com/newsroom/press_releases/2633-computer_sciences_corporation_completes_acquisition_of_dynCorp (last visited 18 September 2013).

⁵ See discussion below, paras. 26-29.

⁶ Contract No. LT050602 has been connected with Abu Zubaydah and Abd al-Rahim al-Nashiri in Reprieve, *Renditions Inc.: Investigating Corporate Complicity in Extraordinary Rendition, Secret Detention and Torture*, 14 June 2012, at <http://www.reprieve.org.uk/articles/n63mu/> (last visited 18 September 2013); connected with Khaled el-Masri in Reprieve, *Renditions Inc.: Investigating Corporate Complicity in Extraordinary Rendition, Secret Detention and Torture*, 25 July 2012, at <http://www.reprieve.org.uk/articles/elmasrireidition> (last visited 18 September 2013).

⁷ Contract No. S1007312 has been connected with Laid Saidi in Reprieve, *Renditions Inc.: Investigating Corporate Complicity in Extraordinary Rendition, Secret Detention and Torture*, 3 October 2012, at <http://www.reprieve.org.uk/articles/laidsaidi2/> (last visited 18 September 2013); connected with Mohammed al-Shoroeiya, Majid al-Maghrebi, and Saleh Di'iki in Reprieve, *Renditions Inc.: Investigating Corporate Complicity in Extraordinary Rendition, Secret Detention and Torture*, 6 September 2012, at <http://www.reprieve.org.uk/articles/libya2004> (last visited 18 September 2013).

⁸ See Additional Submission on Behalf of the Applicant, para. 9, 14, 24, at <http://www.interights.org/document/230/index.html> (last visited 18 September 2013); Reply to Government's Observation, para. 44, 45, 46, at <http://www.interights.org/document/293/index.htm> (last visited 18 September 2013).

The trips with U.S. registered aircraft that travelled through Djibouti

16. Documents put on record in the *Richmor Aviation v. Sportsflight Air* case, together with other documents on file with Reprieve, give details of five trips which passed through Djibouti between March 2003 and November 2004.

17. I will show that these five trips were all carried out pursuant to the family of contracts described above.

18. In chronological order, these trips⁹ are:

Trip No.	Date	Aircraft Reg. No.	Flight path
A	25-29 March 2003	N63MU	Washington DC – Dakar – Nairobi – Djibouti – Kabul – Frankfurt – Washington DC
B	15-18 December 2003	N85VM	Washington DC – Madrid – Luxor – Djibouti – Kabul – Shannon – Washington DC
C	25-29 April 2004	N85VM	Washington DC – Shannon – Sharm El Sheikh – Djibouti – Kabul – Baku – Shannon – Washington DC
D	12-15 June 2004	N85VM	Oxford – Washington DC – Shannon – Paphos – Kabul – Djibouti – Palma – Washington DC
E	9-12 November 2004	N70HS	Washington DC – London – Paphos– Djibouti – Kabul – Dubai – Paphos – Santa Maria – Washington DC

19. U.S. aircraft are registered with a sequence beginning with the letter “N”:

- Trip A was flown by a Gulfstream IV aircraft, N63MU.¹⁰
- Trips B, C and D were flown by a Gulfstream IV aircraft, N85VM.¹¹
- Trip E was flown by a Falcon F900, N70HS.

Connection of corporate actors and trips involving Djibouti

20. Invoices from Richmor Aviation to Sportsflight for Trips B, C, D and E were put on record in the *Richmor Aviation v. Sportsflight Air* case [**Exhibits “L”, “M”, “N” and “O” respectively**]. Through its investigations, Reprieve has come into possession of additional documents relevant to these flights, and to Trip A; I have reviewed these in depth. Together, these documents elucidate the connections between each of the corporate actors and each of the trips.

⁹ The details of these trips as summarized in this table have been obtained from Exhibits “A”, “C”, “E”, “G” and “J” respectively.

¹⁰ University of Kent, Rendition Research Team, ‘The Rendition Project - Aircraft Profile: N63MU’, at <http://www.therenditionproject.org.uk/global-rendition/the-aircraft/N63MU.html> (last visited 8 September 2013).

¹¹ University of Kent, Rendition Research Team, ‘The Rendition Project - N85VM-N227SV’, at <http://www.therenditionproject.org.uk/global-rendition/the-aircraft/N85VM.html> (last visited 9 September 2013).

21. Trips A, B, C and D were carried out before CSC's takeover of DynCorp had resulted in the execution of the contract in **Exhibit "C"**, as part of the ongoing *ad hoc* relationship between DynCorp, Capital, Richmor and Sportsflight that was initially established in 2002 by the contracts in **Exhibit "A"** and **Exhibit "B"**, and inherited by CSC in 2003.
22. Trips B, C, D and E were all carried out by Richmor Aviation, whereas Trip A was carried out by a different operating company, First Flight. For this reason, invoices for Trip A were not put on record in the *Richmor Aviation v. Sportsflight Air* case. Further investigation has shown that Trip A was nonetheless part of the same business pattern:
 - a. Trip A was invoiced by brokers Capital Aviation to prime contractor DynCorp Systems and Solutions LLC on 9 April 2003. A copy of this invoice is on file with Reprieve. It is for \$278,777.59 and bears the number SE032502-001 [**Exhibit "P"**].
 - b. An accounting document, on file with Reprieve and entitled "GIV Richmor Contract Reconciliation" [**Exhibit "Q"**] shows that Trip A was flown pursuant to contract LT050602 [**Exhibit "A"**].
23. Another accounting document, on file with Reprieve and entitled "CSC Flight Activity from April 30, 2004" [**Exhibit "R"**] shows that trips C, D and E were flown for CSC in 2004, although only trip E took place after CSC's contract in **Exhibit "C"** came into force.
24. An invoice from Sportsflight to CSC on file with Reprieve for Trip C [**Exhibit "S"**] shows that Sportsflight and CSC continued to refer to these trips by reference to the original contract with DynCorp (LT050602) after this contract had expired.
25. Trip E, from Washington D.C. to various destinations including Djibouti from November 9 – 12, 2004, was flown under contract S1007312, between Sportsflight Air Inc. dba Capital Aviation and CSC, made on 1 August 2004 [**Exhibit "C"**]. A Subcontract Task Order Modification between CSC and Sportsflight Air Inc. dba. Capital Aviation [**Exhibit "T"**], numbered as Task Order 13 of that Subcontract, authorises work on the aircraft N70HS for the dates November 9 – 12, 2004, corresponding to the details of Trip E.

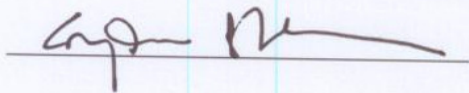
U.S. State Department authorization of the Trips and connection with contracts

26. CSC's Contract S1007312 notes that the aircraft operator undertakes to operate the aircraft in accordance with U.S. ordinances and aviation practices and "under the provisions dictated under the letter of Public Convenience as provided" [**Exhibit "C"**].
27. Similarly, the earlier contracts between DynCorp and Capital [**Exhibit "A"**] and between Richmor and Sportsflight [**Exhibit "B"**] also refer to the flights as being subject to the provisions of a letter of public convenience.
28. The letters of public convenience described are yet undiscovered for Trips A and E.
29. However, such letters are available for Trip B [**Exhibit "U"**], Trip C [**Exhibit "V"**] and Trip D [**Exhibit "W"**].

Conclusion

30. I have reviewed publicly available material in the *Richmor Aviation v. Sportsflight Air* case and other material on file with Reprieve relating to the corporate actors discussed in this declaration.
31. I conclude that Trips A - E were subcontracted by the U.S. government to a group of companies including DynCorp Systems and Solutions, Capital Aviation, Richmor Aviation, Sportsflight Air, First Flight and Computer Sciences Corporation.
32. All of the five trips were performed within the same pattern of business and the same group of interrelated contracts by the same corporate actors, as is shown by their invoices, accounting details and letters of convenience.
33. This pattern of business has been connected with U.S. rendition missions by the briefs and testimony in *Richmor Aviation v. Sportsflight Air* case, and by the further investigations of Reprieve, as evident in material cited above and in submissions in *Abu Zubaydah v Lithuania*.
34. In my opinion, therefore, the movements of these planes between Djibouti and Kabul in 2003 and 2004 should be understood as occurring within the context of the U.S. rendition program.
35. I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed this 27th day of September, 2013.

A handwritten signature in dark ink, appearing to read 'Crofton Black', is written over a horizontal line.

Crofton Black

BEFORE THE AFRICAN COMMISSION FOR HUMAN & PEOPLES' RIGHTS

54th ORDINARY SESSION: OCTOBER-NOVEMBER 2013

COMMUNICATION NO. 383/2010

In the matter between:

MOHAMMED ABDULLAH SALEH AL-ASAD

and

DJIBOUTI

EXHIBITS ATTACHED TO THE DECLARATION OF CROFTON BLACK

COMMUNICATION NO. 383/2010

EXHIBIT A



Capital Aviation, Inc.

FACSIMILE TRANSMITTAL SHEET

TO: Marisa Perez Eickenhorst
DynCorp Systems & Solutions, LLC
Tel: (703) 461-2171
Fax: (703) 461-2405

FROM: Fred Credno
Tel: (703) 715-2935
Fax: (703) 723-9847
E-mail: capavia@aol.com

REF: EXECUTED CONTRACT

DATE: June 17, 2002

Total Number Of Pages Including Cover Sheet 10

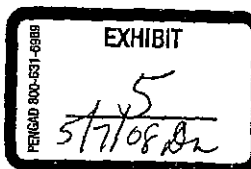
Marisa:

Attached is the fully signed and executed contract No. LT050602 for the Gulfstream IV in it's entirety.

Regards,
Fred Credno

Capital Aviation, Inc.

cc: Don Moss



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MARISA EICKENHORST

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Capital Aviation, Inc.

SINGLE ENTITY AIRCRAFT CHARTER AGREEMENT NO: LT050602

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Name of Charterer: DynCorp Systems & Solutions, LLC Tel: (703) 461-2171
Principal Office: 6101 Stevenson Avenue Fax: (703) 461-2405
Alexandria, Virginia 22304

The following with addendum constitutes the charter contract:

Charter Contract

Capital Aviation, Inc. as Aircraft Supplier for DynCorp Systems & Solutions, LLC

Aircraft Operator: Richmor Aviation, Inc.
Aircraft: Gulfstream IV
Crew: As approved
Configuration: 10 passenger seats
Registration: N85VM
Date: April 23, 2002 - October 31, 2002
Schedule: As required with a guaranteed payment of 250 hours during contract period April 23, 2002 to October 31, 2002 and an option for an additional 50 hours. Additional options shall be exercised on a month to month basis. These 50 hour lease options will begin at the completion of the 6 month base period or after the initial 250 hours have been flown, whichever occurs first.
Charter Price: As outlined in Appendix "A"

Backup aircraft Gulfstream IV, N917W, operated by North American Air Charter, Inc. will be substituted at the same rates in the event N85VM is unavailable for any reason.

The charter price is based on performing the flights during the agreed period of time only, and the flights are subject to obtaining the necessary traffic rights/governmental approvals/overflight permits. Aircraft operator agrees that the flights are subject to be operated under a letter of public convenience.

Capital Aviation, Inc. will not be held responsible for any delays caused by strikes, civil strife, weather, acts of God, or unforeseen mechanical delays.

Aircraft operator will maintain liability insurance in the amount of \$200,000,000 USD and will operate the aircraft in accordance with FAR 91 and all applicable Federal, State, and Local ordinances as defined by the U.S. Department of Transportation and the U.S. Federal Aviation Administration and under the provisions dictated under the letter of Public Convenience as provided.

CAI INITIALS

CHARTERER INITIALS

DynCorp Systems & Solutions, LLCAircraft Charter Agreement NO: LTD50602

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Cancellation Policy

1. Cancellation occurs prior to scheduled aircraft dispatch. No charge except as noted in Item 3.
2. Cancellation occurs after aircraft has been dispatched, actual flight time to return the aircraft to home base at \$5,450.00 per hour. Plus charges as noted in Item 3.
3. Reimbursement of all expenses incurred such as permits, logistics, international fees, etc.

Invoices shall be submitted to the following address ONLY:

DynCorp Systems & Solutions LLC
 National Security Programs
 Attention: Contracts Department
 6101 Stevenson Avenue
 Alexandria, Virginia 22304

Invoices shall contain, at a minimum, the date of the invoice period, subcontract number, description of services performed, travel, materials expenses, extended totals and payment terms, as applicable.

Invoices shall indicate the monthly and cumulative labor hours and costs expended through the period indicated on the invoice.

All invoices shall be signed and dated and shall bear the legend "By my signature, I certify all charges are correct, allowable, and allocable."

Payment Terms

Confirmation of contract requires a good faith deposit of 20%, which shall be applied to initial invoices. Deposit is calculated on a guarantee of 250 flight hours at \$5,450.00 for a contract value of \$1,362,500.00. Deposit amount of \$272,500.00 is due and payable immediately upon execution of the contract. DynCorp Systems & Solutions LLC will make payment within thirty (30) days after receipt of an acceptable invoice. DynCorp has no obligation to pay Subcontractor for charges that are submitted later than 60 days after occurrence, with the exception of international handling charges, which may take up to twelve months.

SIGNED by a duly authorized representative for and on behalf of CAPITAL AVIATION, INC:

Name: Frederick CrednoTitle: PresidentSignature: [Signature]Date: JUNE 17, 2002

AND by a duly authorized representative for and on behalf of DYNCORP SYSTEMS & SOLUTIONS LLC:

Name: Marisa Pérez EickenhorstTitle: Director of ContractsSignature: [Signature]Date: JUNE 17, 2002CAI INITIALS [Signature]CHARTERER INITIALS [Signature]

DynCorp Systems & Solutions, LLCAircraft Charter Agreement NO: LT050602

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ADDENDUM TO CHARTER CONTRACT BETWEEN CAPITAL AVIATION, INC.
AND DYNCORP SYSTEMS & SOLUTIONS, LLCThe following additional provisions are included in the contract agreement:

The Aircraft Operator shall obtain and maintain throughout the term of the contract, aviation liability insurance including but not limited to airport and premises liability, non-owned aviation liability, public and passenger liability war and allied perils coverage, contractual and incidental contractual liability and cargo liability, in an amount not less than a combined single limit for bodily injury and property damage of Two Hundred Million US Dollars (\$200,000,000) each occurrence. In addition, the Aircraft Operator agrees to maintain and keep in full force during the contract term hereof, insurance for aircraft medical expenses \$5,000 each person, baggage and personal effects \$2,500 each passenger, Mexican liability policy (if applicable), and trip interruption/flight continuation expense \$2,000 per passenger (if available). The liability insurance shall include DynCorp Systems & Solutions, LLC, Capital Aviation, Inc., and SportsFlight Air, Inc. as additional insureds. A Certificate of Insurance evidencing the foregoing and providing that such insurance shall not be reduced and/or terminated without 30 days prior written notice to DynCorp Systems & Solutions, LLC and shall be furnished to DynCorp Systems & Solutions, LLC upon execution hereof and prior to operation of the Aircraft.

1. The aircraft shall be delivered in an airworthy condition with appropriate certificates or other documents establishing the valid and current registration of the aircraft with the Federal Aviation Administration and a Certificate of Airworthiness as issued by the Federal Aviation Administration. The Aircraft Operator shall maintain the aircraft under the current FAA (part 135) rules applicable. The Aircraft Operator during the term of this agreement shall be responsible for, at its expense, the maintenance, repair, and periodic inspection of the aircraft inclusive of the engines, instruments, airframe, and each of its other components and subsystems, and accordingly, keep and maintain the records of same, all in conformity with applicable FAA regulations. The price to DynCorp Systems & Solutions, LLC includes all fuel, fluids, etc. necessary to operate the aircraft, including the salaries of the pilots and crew and all insurance premiums, etc.
2. The Aircraft Operator shall make appropriate airport arrangements consistent with DynCorp Systems & Solutions, LLC schedule, including, but not limited to dispatch and incoming and outgoing clearances.
3. Should safety dictate mandatory de-icing before flight, the cost of such deicing will be paid by DynCorp Systems & Solutions, LLC. Whether de-icing is required shall be determined by the pilot-in-command, in his sole discretion.
4. Capital Aviation, Inc. warrants and represents that (i) it has the right, power and authority to enter into an agreement and to perform its obligations hereunder and (ii) the aircraft is operated under the authority of a certificate issued by the appropriate authorities and is otherwise in compliance with all applicable domestic and international regulations.

CAI INITIALS

FMC

CHARTERER INITIALS

MP

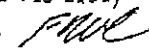
DynCorp Systems & Solutions, LLCAircraft Charter Agreement NO: LT958691

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5. Capital Aviation, Inc. will promptly notify DynCorp Systems & Solutions, LLC of any force majeure condition which may result in a failure of the aircraft and shall use its best efforts to find suitable backup aircraft.
6. In the event that any certificate, permit or authorization relating to aircraft N85VM is revoked, suspended or expires during the contract through no fault of the Aircraft Operator, or N85VM is unavailable for any reason, then Capital Aviation, Inc. will use, as a backup aircraft, Gulfstream IV, N917W operated by North American Air Charter, Inc. In the event N917W is unavailable, Capital Aviation, Inc. will substitute another aircraft suitable to the mission profile and acceptable to DynCorp Systems & Solutions, LLC.
7. Each party hereto agrees that each clause, term and condition of this agreement represents their entire understanding and, that in entering into this agreement, neither party hereto relies on or has considered any representation or supposed understanding not expressly set forth herein.
8. Each party hereto agrees and understands that the terms and conditions of this agreement are to be construed and interpreted in accordance with the laws of the Commonwealth of Virginia and are deemed to be applicable hereto in the resolution of any dispute which may arise herein.
9. The terms of this agreement expires on October 31, 2002.
10. DynCorp Systems & Solutions, LLC shall pay Capital Aviation, Inc. the fees and charges in accordance with Capital Aviation, Inc.'s invoices.
11. Capital Aviation shall not use or allow to be used any aspect of this contract for publicity, advertisement purposes, or as a reference for new business. It is further understood that this obligation shall not expire upon completion or termination of this contract, but will continue indefinitely.
12. Except with respect to disputes under the Disputes Clause under the Prime Contract, any claim, controversy, or dispute concerning questions of fact or law arising out of or relating to this subcontract, performance by either party hereunder, or the threatened, alleged, or actual breach thereof by either party, which is not disposed of by mutual agreement, shall be determined by an authorized representative of DynCorp, who shall render a decision on the issues in dispute and reduce his decision to writing and mail or otherwise furnish a copy thereof to Subcontractor. Any claim and/or appeal not otherwise settled under this article may be pursued in any court having jurisdiction thereof. Subcontractor shall at all times proceed diligently with the performance of the subcontract, in accordance with DynCorp Systems & Solutions LLC's written decision, which shall be final and conclusive unless determined otherwise by a court of competent jurisdiction.
13. The following Technical and Subcontract Representatives are designated for this subcontract:

Steve Lee (703-461-2425):
 Marisa Pérez Eickenhorst (703-461-2171):
 Don Moss (631-549-4965)
 Fred Credno (703-715-2935)

CAI INITIALS



DynCorp's Program Manager
 DynCorp's Contractual Representative
 Program Manager
 Contractual Representative

CHARTERER INITIALS



DynCorp Systems & Solutions LLCAircraft Charter Agreement No: LT050602

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14. DynCorp Systems & Solutions LLC's Program Manager is responsible for the day-to-day clarifications and guidance of Subcontractor's personnel as may be required under the subcontract. Matters relating to prices, terms and conditions, quantities to be supplied, delivery schedule and financial adjustments shall be handled through DynCorp Systems & Solutions LLC's contract administrator.

15. Agreements between the parties, which by their nature effect a change to the Subcontract, shall only be binding upon the parties when such agreements or actions are specifically authorized in writing by DynCorp Systems & Solutions LLC's contract administrator.

16. All correspondence and communications Subcontractor and DynCorp Systems & Solutions LLC shall be directed to the contract administrator.

17. All notices and correspondence desired or required to be delivered hereunder shall be in writing and sent by either party to the other at the following addresses:

To DynCorp Systems & Solutions LLC:

National Security Programs
6101 Stevenson Avenue
Alexandria, Virginia 22304
Attention: Contracts

To Capital Aviation, Inc.
12110 Sunset Hills Road
Suite 450
Reston, Virginia 20190
Attention: Fred Credno

18. If any portion of this subcontract is held or determined to be invalid or unenforceable, the remaining provisions shall continue in full force and effect as if this subcontract had been executed with the invalid portion thereof eliminated.

19. The construction, enforceability, validity, and interpretation of this subcontract shall be in accordance with the laws of the Commonwealth of Virginia except to the extent of the articles, sections, and other provisions incorporated herein by reference which are included in this subcontract by virtue of the requirements of the Federal Acquisition Regulations (FAR) or other requirements applicable to this procurement, which provisions whether expressed herein or incorporated by reference shall be interpreted in accordance with the decisions of Federal courts and of the appropriate Boards of Contract Appeals.

20. INDEMNIFICATION - In addition to any other remedies that DynCorp Systems & Solutions LLC may have, Subcontractor shall defend, indemnify, and hold DynCorp Systems & Solutions LLC harmless from any and all claims, damages, demands, suits, actions, judgments, liabilities, defaults, or costs and expenses, including court costs and attorney's fees, as a result of the following:

CAI INITIALS

ME

CHARTERER INITIALS

MP

DynCorp Systems & Solutions, LLCAircraft Charter Agreement NO: LT050602

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- a. Any damage or injury to Subcontractor, his employees, agents, or property, or for any injury to a third party or its property, which is caused by the Subcontractor, his employees, or agents in the course of performance of or as a result of performance of this subcontract.
 - b. Any penalty or fine incurred by or assessed against DynCorp Systems & Solutions LLC to the extent caused by Subcontractor, its employees, agents, suppliers, or subcontractors.
 - c. Any failure on the part of the Subcontractor to provide any certification or supporting information required hereunder or under applicable laws and regulations.
 - d. The provision by Subcontractor of any false or erroneous certification or supporting information required hereunder or under applicable laws and regulations.
21. In performing the work required hereunder, Subcontractor is acting as an independent contractor and not as an agent or employee of DynCorp Systems & Solutions LLC. DynCorp Systems & Solutions LLC may, however, provide general work direction to control the final results obtained within the limitations of the technical requirements hereof.
22. The Subcontractor assumes full responsibility for and shall compensate DynCorp Systems & Solutions LLC for any and all losses or damages of whatever kind and nature to any and all DynCorp Systems & Solutions LLC property, including any equipment, supplies, accessories, or parts furnished, while in his custody and care for storage, repairs, or services to be performed under the terms of this subcontract, resulting in whole or in part from the negligent acts or omissions of Subcontractor or any employee, agent or representative of Subcontractor.
- Subcontractor shall save and hold harmless and indemnify DynCorp Systems & Solutions LLC against any and all liability, claims, and costs of whatever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work under the terms of this subcontract, resulting in whole or in part from the negligent acts or omissions of Subcontractor or any employee, agent or representative of Subcontractor.
- Nothing in the above paragraphs shall preclude DynCorp Systems & Solutions LLC from receiving the benefits of any insurance Subcontractor may carry which provides for indemnification for any loss or destruction, or damage to, DynCorp Systems & Solutions LLC property in the custody and care of Subcontractor. Subcontractor shall do nothing to prejudice DynCorp Systems & Solutions LLC right to recover against third parties for any loss, destruction of, or damage to DynCorp Systems & Solutions LLC property, and furnish to DynCorp Systems & Solutions LLC all reasonable assistance and cooperation (including assistance in the prosecution of suit and execution of instruments or assignments in favor of DynCorp Systems & Solutions LLC in obtaining recovery.
23. The Clauses in Section J, Attachment C are hereby incorporated by reference with the same force and effect as if set forth in full text herein. References to the "Government" shall be construed as references to "DynCorp", and references to the "Contractor" shall be construed as references to "Subcontractor", except that audits of the Subcontractor may be conducted directly by the Government and the Subcontractor reserves the right to submit proprietary cost information directly to the Government.

CAI INITIALS

ME

CHARTERER INITIALS

ME

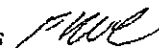
DynCorp Systems & Solutions, LLCAircraft Charter Agreement No: LT050602

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24. This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, DynCorp's Contracts point of contact will make their full text available. Or you can download directly from <http://www.amct.gov/far/>.

52.202-1	Definitions	MAY 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protectin the Government's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment	JUL 1985
52.215-19	Notification of Ownership Changes	OCT 1997
	Surplus Property	
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.222-3	Convict Labor	AUG 1996
52.222-26	Equal Opportunity	FEB 1999
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans	APR 1998
52.222-36	Affirmative Action for Handicapped Workers	JUN 1998
52.222-37	Employment Reports on Special Disabled Veterans of the Vietnam Era	JAN 1999
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.227-1	Authorization and Consent	JUL 1995
52.228-5	Insurance Work on a Government Installation	JAN 1997
52.229-3	Federal, State, and Local Taxes	JAN 1991
52.232-17	Interest	JUN 1996
52.232-24	Prohibition of Assignment of Claims	JAN 1986
52.232-25	Prompt Payment	JUN 1997
52.232-34	Payment by Electronic Funds Transfer - Other than Central Contractor Registration	MAY 1999
52.233-1	Disputes	DEC 1998
52.233-3	Protests after Award	AUG 1996
52.237-2	Protection of Government Buildings, Equipment, Vegetation	APR 1984
52.237-3	Continuity of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes Fixed Price - Alternate I	APR 1984
52.246-25	Limitation of Liability - Services	FEB 1997
52.249-2	Termination for Convenience of the Government (Fixed-Price)	SEP 1996
52.249-8	Default (Fixed Price Supply and Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991

CAI INITIALS



CHARTERER INITIALS



06/17/2002 13:55 7034612485

MARISA EICKENHORST

PAGE 09

DynCorp Systems & Solutions, LLCAircraft Charter Agreement No: LT050602

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The following clauses are mandatory pursuant to the Prime Contract

52.219-8	Utilization of Small Business Concerns	OCT 2000
52.222-26	Equal Opportunity	FEB 1999
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans	APR 1998
52.222-36	Affirmative Action for Handicapped Workers	JUN 1998
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels.	JUN 2000

ACCEPTED AND AGREED:

DYNCORP SYSTEMS & SOLUTIONS, LLC

By: Marisa G. Eickenhorst

An Authorized Representative

CAPITAL AVIATION, INC.

By: [Signature]

An Authorized Representative

CAI INITIALS [Signature]CHARTERER INITIALS [Signature]

DynCorp Systems & Solutions, LLCAircraft Charter Agreement NO: LT050602

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CAPITAL AVIATION, INC.

APPENDIX "A"
CONTRACT FEE STRUCTURE

The following are the fee structure for Single Entity Aircraft Charter Agreement No. LT050602 with DynCorp Systems & Solutions, LLC:

Guarantee of Two Hundred Fifty (250) hours of flight time within six month period for a total of \$1,352,500. Charterer may exercise options to extend the term of the contract on a month to month basis. These extensions are subject to availability of funds and Customer need. Charterer may exercise options by written notice to Capital Aviation, Inc. within the period of performance of the contract. Each monthly extension shall consist of 50 hour lease of aircraft for a price of \$272,500 per month.

Flat rate position to/from Washington, Dulles (IAD): \$6,000.00
(positioning time is not included in the 250 hour minimum guarantee)

Rate per hour for all other flight time: \$5,450.00

Flat Rate Additional Charges:

Extra crew charges: \$800.00 per crew per day

Flight Attendant: \$200.00 per day

Crew Expenses: Will be reimbursed at the prevailing Joint Travel Regulation's per diem rates. Rates posted at the following web site: <http://www.state.gov/m/a/als/prdm/2002/9892.htm>

Other Additional Charges:

Weather related items, i.e., aircraft deicing, hangar, etc.

Catering

Passenger ground transportation

Flitephone

Landing fees / ramp fees

International handling / overflights / permits, etc.

(please note that in some cases this can take up to twelve for final invoicing)

Applicable passenger taxes

Fuel surcharge: Capital Aviation, Inc. reserves the right to implement this as fuel costs increase.

DYNACORP SYSTEMS & SOLUTIONS, LLC

Agreed By: Marisa P. Eickenhorst
An Authorized Representative

Date: June 17, 2002CAI INITIALS MECHARTERER INITIALS MT

COMMUNICATION NO. 383/2010

EXHIBIT B

PLAINTIFF'S EXHIBIT 2 -
CONTRACT BETWEEN RICHMOR AND SPORTSFLIGHT [221-225]

EXHIBIT 2
IDENT. ☒ EVID. ☒
DATE: 7-2-09
T. VINING


Richmor Aviation



TO: SportsFlights Airways, Inc.
156A Depot Rd.
Huntington, NY 11746
Attn: Don Moss

FROM: Richmor Aviation, Inc.
1142 Route 9H
PO Box 423
Hudson, NY 12534

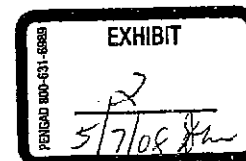
Date: June 14, 2002

The following with addendum constitutes the charter contract.


Charter Contract

Charterer: SportsFlights Airways, Inc. as Authorized Agent for DynCorp, Inc.
Carrier: Richmor Aviation, Inc.
Aircraft: Gulfstream IV
Registration: N85VM
Configuration: 10 passenger seats
Crew: as approved
Date: May 6, 2002 - November 6, 2002
Schedule: As required with a guarantee of 250 hours during this period
Charter Price: As outlined in Appendix "A"

The charter price is based on performing the flights during agreed period of time only, and the flights are subject to obtaining traffic rights/government approvals/overflight permits. Richmor Aviation, Inc. agrees that the flights are subject to be operated under a letter of public convenience.



Charter Contract between Richmor Aviation, Inc. and Sportsflight Airways, Inc.
Page 1 of 5

SAI initial 

ADDENDUM TO CHARTER CONTRACT BETWEEN RICHMOR AVIATION, INC. (RAI) AND SPORTSFLIGHTS AIRWAYS, INC. (SAI).

The following additional provisions are included in the contract agreement:

1. The liability insurance shall include as additionally insured Meta Bittenheim DBA AirMarketing Services, SportsFlights Airways, Inc. and Dyncorp, Inc. RAI shall obtain and maintain throughout the term of the contract, aircraft liability insurance in an amount not less than a combined single limit bodily injury and property damage of Two hundred million (\$200,000,000) (See Appendix A) each occurrence including passenger legal liability. A Certificate of Insurance evidencing the foregoing and providing that such insurance shall not be reduced and/or terminated without 30 days prior written notice to SAI and shall be furnished to SAI upon execution hereof and prior to operation of the Aircraft. In addition, RAI, to agrees to maintain and keep in full force during the contract term hereof, insurance for aircraft liability and war risk aircraft liability, non owner aircraft liability, premises liability, incidental contractual liability, aircraft medical expenses \$5000 each person, baggage and personal effects \$2500 each passenger, Mexican liability policy (if applicable), trip interruption, flight continuation expenses \$2000 per passenger (if available).
2. RAI shall deliver the aircraft in airworthy condition with appropriate certificates or other documents establishing the valid and current registration of the aircraft with the Federal Aviation Administration and Certificate of Airworthiness as issued by the Federal Aviation Administration. RAI shall maintain the aircraft under the current applicable FAA (part 135) rules. RAI as operator of the aircraft during the term of this agreement shall be responsible for, at its expense, the maintenance, repair, and periodic inspection of the aircraft, inclusive of the engines, instruments, airframe, and each of its other components and subsystems, and accordingly, keep and maintain the records of same, all in conformity with applicable FAA regulations. The price to SAI includes all fuel, fluids, etc., necessary to operate the aircraft, including the salaries of the pilots and crew and all insurance premiums except as noted in Appendix "A".
3. RAI shall make appropriate airport arrangements consistent with SAI's schedule, including but not limited to dispatch and incoming and outgoing clearances.
4. Should safety dictate mandatory de-icing before the flight, the cost of such deicing will be paid by SAI. Whether de-icing is required shall be determined by the pilot, in his sole discretion.

5. RAI warrants and represents that (i) it has the right, power and authority to enter into an agreement and to perform its obligations hereunder and (ii) the aircraft is operated under the authority of a certificate issued by the appropriate authorities and is otherwise in compliance with all the applicable domestic and international regulations.
6. RAI will promptly notify SAI of any force majeure condition, which may result in a failure of the aircraft and shall use its best efforts to find suitable backup aircraft. In the event of such termination, RAI shall refund to SAI any outstanding credit on their account.
7. In the event that any certificate, permit or authorization relating to the aircraft is revoked, suspended or expires during the contract through no fault of RAI, and RAI is unauthorized to operate aircraft or to furnish backup aircraft in accordance with the provisions above, then this agreement shall automatically terminate.
8. RAI shall be responsible for and promptly discharge any fee, fine, levy, penalty, or any other claim or demand which may be imposed or asserted as to the aircraft by any private or governmental agency or person during the term hereof relating to RAI operation of the aircraft. (See Appendix A)
9. Each party hereto agrees and understands that each clause, term, and condition of this agreement represents their entire understanding; and, that in entering into this agreement, neither party hereto relies on or has considered any representation or supposed understanding not expressly set forth herein.
10. Each party hereto agrees and understands that the terms and conditions of this agreement are to be construed and interpreted in accordance with the laws of the State of New York and are deemed to be applicable hereto in the resolution of any dispute, which may arise herein.
11. The terms of this agreement expires on November 6, 2002.
12. SportsFlights Airways, shall pay Richmor Aviation, Inc. the fees and charges in accordance with Richmor Aviation, Inc.'s invoices.

ACCEPTED AND AGREED:

RICHMOR AVIATION, INC.

By: Melvin K. Richmor
An Authorized Representative

SPORTSFLIGHTS AIRWAYS, INC.

By: Donald Weiss
An Authorized Representative

RICHMOR AVIATION, INC.

APPENDIX "A"
CONTRACT FEE STRUCTURE

The following is the fee structure for the contract with SportsFlights Airways, Inc.

Guarantee of Two hundred and fifty (250) flight time hours within six (6) months and the option to do fifty (50) hours per month thereafter.

Positioning rate to/from Washington (LAD)	\$5,000.00/hr.
Charges per hour of actual flight time @	\$4,900.00/hr.
Extra crew charges	\$800/per crew member per day
Flight Attendant	no daily charge
Crew expenses	Government per diem per crew member per 8-10 day rotation plus airline expenses to swap crews beyond 10 days.

Additional charges: (billed at actual costs)

- Weather related items: i.e.: aircraft deice/hangar etc.
- Catering
- Passenger ground transportation
- Flitephone
- Landing/ramp/facility use fees
- International handling/overflights/permits, etc. (please note that in some cases this can take up to 12 mos. to secure.)
- Fuel surcharge: RAI reserves the right to implement this as fuel costs increase.
- Additional \$100,000,000 liability insurance.
- Any fee, fine, levy, penalty, or any other claim or demand which may be imposed or asserted as to the aircraft by any private or governmental agency or person during the term hereof relating to RAI operation of the aircraft


SportsFlights Airways, Inc.

Agreed: 

Date: 6/18/02

NOTE: Any taxes due are the responsibility of SportsFlights Airways, Inc.

Charter Contract between Richmor Aviation, Inc. and Sportsflight Airways, Inc.
Page 4 of 5

SAI initial 

Richmor Aviation, Inc. will not be held responsible for any delays caused by strikes, civil strife, weather, acts of God, or unforeseen mechanical delays.

Richmor Aviation, Inc. will maintain liability insurance in the amount of \$200,000,000 USD and will operate the charter in accordance with FAR 91 and all applicable Federal State and Local ordinances as defined by the U.S. Department of Transportation and the U.S. Federal Aviation Administration and under the provisions dictated under the letter of Public Convenience as provided.

Cancellation Policy

1. If cancellation occurs more than 12 hours prior to scheduled aircraft dispatch then no charge except as noted in Item 4.
2. If cancellation occurs less than 12 hours prior to scheduled aircraft dispatch then no charge except as noted in item 4.
3. If cancellation occurs after aircraft has been dispatched then actual flight time incurred at \$4900.00 per hour plus charges as noted in Item 4.
4. Reimbursement of all expenses incurred, subject to providing appropriate evidence of such expenses, for permits, handling and logistics on domestic and international flights as required.

Payment Terms

Confirmation of contract requires a good faith deposit of 10% on guaranteed hours (147,000.00) and payment of invoices within 30 days after date of invoice. SportsFlights Airways, Inc. agrees to pay an additional amount equal to one and one half percent (1 ½%) interest per month on balances which are past due thirty-one (31) days or reasonable attorney's fees on the cost of collection.

RICHMOR AVIATION, INC.

Agreed by: *Walter H. Richards*

Date: 6/14/2002

SPORTSFLIGHTS AIRWAYS, INC.

Accepted by: *Harold H. Brown*

Date: 6/18/02

COMMUNICATION NO. 383/2010

EXHIBIT C



Sportsflight Air, Inc. dba Capital Aviation, Inc.

SINGLE ENTITY AIRCRAFT CHARTER AGREEMENT NO: S1007312

Page 1 of 12

Name of Charterer: Computer Sciences Corporation
Principal Office: 6101 Stevenson Avenue
Alexandria, Virginia 22304

Tel: (703) 461-2171
Fax: (703) 461-2405

Subcontracts Office: 10530 Rosehaven St., Ste 500
Fairfax, VA 22030

The following with addendum constitutes the charter contract:

Charter Contract

Capital Aviation, Inc. as Aircraft Charter Service Provider for Computer Sciences Corporation (CSC)

Aircraft Operator: Determined by Task Order
Aircraft: Determined by Task Order
Crew: As approved
Configuration: Determined by Task Order
Registration: As outlined in Appendix "A"
Date: August 1, 2004
Schedule: As authorized by task orders during contract period August 1, 2004 to July 31, 2005.
Charter Price: As outlined in Appendix "A"

The charter price is based on performing the flights during the agreed period of time only, and the flights are subject to obtaining the necessary traffic rights/governmental approvals/overflight permits. Aircraft operator agrees that the flights are subject to be operated under a letter of public convenience.

Capital Aviation, Inc. will not be held responsible for any delays caused by strikes, civil strife, weather, acts of God, or unforeseen mechanical delays.

Aircraft operator will maintain liability insurance in the amount of \$200,000,000 USD and will operate the aircraft in accordance with FAR 91 and all applicable Federal, State, and Local ordinances as defined by the U.S. Department of Transportation and the U.S. Federal Aviation Administration and under the provisions dictated under the letter of Public Convenience as provided.

Task Orders/Work Orders

The Subcontractor shall perform work under this Agreement only as specified in written task orders (will follow any verbal orders issued by CSC's Program Manager) authorized and issued by CSC. Each Order shall include: (1) a task order number; (2) the authorized hourly rate and the number of hours; (3) the period of performance (4) a brief description of work to be performed, and the estimated cost for the Order.

Orders shall not allow for any changes to the terms or conditions of the Agreement. Where any language in the Order may suggest a change to the terms or conditions, the Subcontractor shall immediately notify the CSC Subcontracts Administrator.

Subcontractor shall complete each Order issued within the period specified in each Order.

Cancellation Policy

1. Cancellation occurs prior to scheduled aircraft dispatch. No charge except as noted in Item 3.
2. Cancellation occurs after aircraft has been dispatched, actual flight time to return the aircraft to home base at the aircraft category hourly rate (see Appendix A). Plus charges as noted in Item 3.
3. Reimbursement of all expenses incurred such as permits, logistics, international fees, etc.

Invoicing Instructions

The Subcontractor will use the CSC's Telephonic Time Entry System (TES) for recording their work hours each day. This information is used for reporting purposes on a real-time basis, and for payment of the Subcontractor's labor in accordance with the terms listed below.

CSC will provide all reference materials and complete training on TES upon award of this Agreement. All time for a given week must be entered into the system no later than 3:00 pm EST on each Friday, and will include any hours worked beginning from midnight the previous Friday night. There may be an occasion where the Subcontractor is required to enter time, for a given week, earlier than stated above. In this case the Subcontractor is required to estimate their time for the rest of the day. Any changes to this estimated time will be required to be submitted via time corrections. In this case the TES system will inform the Subcontractor when the time must be entered.

The Subcontractor will appoint an individual to approve time for the services provided. Approval must be done by 5:00 pm EST on each Friday. There may be an occasion where approval is required earlier than stated herein. In this case the TES system will inform the approver when approvals must be completed. The following time entry and invoice instructions apply to work awarded pursuant to this Agreement.

The Subcontractor is not required to submit invoices for the services provided under each Task Order.

1. By entering the hours worked into TES, the Subcontractor certifies that the hours entered are complete and accurate and that the Subcontractor has in its possession, records for substantiating all hours reported to CSC. The Subcontractor also certifies that the services provided meet the requirements cited in the Subcontract Agreement.
2. The Subcontractor is required to submit invoices for authorized Materials/ODCs incurred on a monthly basis. Submission of invoices will be in accordance with the provisions of FAR 52.232-07, 2011.002694

"Payments Under Time and Materials and Labor-Hour Contracts," except that withholding of five percent (5%) shall be waived.

3. Invoices submitted for reimbursement of Materials/ODCs shall be itemized and may be invoiced at cost. Profit/fee on Materials/ODCs is not allowable. Actual receipts are not required, but must be maintained by the Subcontractor for audit purposes to substantiate the amounts being invoiced. The Subcontractor shall comply with all government travel regulations in effect at the time of travel, and no costs will be allowable which exceed any such regulations and limits. CSC shall have the right to request an audit or verification of expenses from DCAA of any related and supporting detail for the above items.
4. Invoices for Materials/ODCs must be received by CSC no later than the 8th working day of the month following the month during which the work was performed. When received by the 8th working day of each month, CSC will pay the Subcontractor 45 calendar days after receipt of a correct and properly executed invoice. All invoices submitted, shall be signed and approved by an authorized official of the Subcontractor who shall certify that the invoiced amounts are indeed accurate and that Subcontractor has in its possession records for all direct and indirect costs expended that substantiate all invoices submitted to CSC for payment. Invoices for services, including related travel expenses, received **must be provided no later than 90 days after delivery of service**. Invoices received **after that date will not** be considered for payment.
5. Subcontractor invoice documentation shall be made available for audit by cognizant Government agencies upon request at any time from the date of this Subcontract Agreement until three (3) years after 'final' payment hereunder.
6. Subcontractor shall comply with all provisions of FAR 52.216-7, "Allowable Cost and Payment," and FAR 52.232-7, "Payments under Time and Materials and Labor-Hour Contracts."
7. Original invoices for payment may be submitted to the addresses noted below or e-mailed to APWorkflow@csc.com. If you choose to send the invoice to the e-mail addresses, DO NOT forward a hard copy to the addresses below:

Original Invoice

CSC Service Center
P.O. Box 1728
Sterling, VA 20167-1728
Attention: Accounts Payable
Mail Code 411

Invoices shall include:

- 1) Subcontractor's Name and Address;
- 2) Subcontractor's Tax identification Number (TIN);
- 3) Subcontract Number;
- 4) Task Order Number;
- 5) Invoice Number;
- 6) Period of performance for the services/work being invoiced;
- 7) Description of services/supplies (quantity, unit price and extended price for each line item);
- 8) Remittance name and address (Courtesy copies of invoices submitted to CSC entities other than to Accounts Payable noted below should be marked as "Duplicate Invoice").

8. The Subcontractor shall place the following signed Subcontractor Certification on each invoice submitted under this Agreement:

"I certify that this invoice reflects ___ Subcontractor ___ request for reimbursement of allowable and allocable costs incurred in specific performance of work authorized under Agreement ___ Subcontract # and TO # ___ (as applicable), and that these costs are true and accurate to the best of my knowledge and belief."

Invoices for non-labor not containing the minimum information presented above will be returned for correction prior to processing for payment.

9. In or to comply with the Taxpayer Relief Act of 1997, the Subcontractor shall separately subtotal taxable services and nontaxable materials and supplies on each invoice. If subtotals are not specified on the invoices, CSC will presume that the entire invoice amount is reportable and will be shown on the Form 1099-MISC generated by CSC and provided to the Subcontractor and Internal Revenue Service.
10. All other terms and conditions regarding invoicing or payments remain unchanged to the extent they do not conflict with this clause. In the event of a conflict between such other term or condition and this clause, the terms of this clause shall have precedence.

Payment Terms

TES will create a weekly invoice and the Subcontractor shall receive payment on a weekly basis for the services provided (excluding any incidentals/ODCs). CSC will make payment within forty-five (45) days after receipt of an acceptable invoice.

SIGNED by a duly authorized representative for and on behalf of **CAPITAL AVIATION, INC:**

AND by a duly authorized representative for and on behalf of **COMPUTER SCIENCES CORPORATION**

Name: Frederick Credno

Name: Luis Ambroggio II

Title: President

Title: Subcontracts Manager

Signature: _____

Signature: _____

Date: _____

Date: _____

**ADDENDUM TO CHARTER CONTRACT BETWEEN CAPITAL AVIATION, INC.
AND DYNCORP SYSTEMS & SOLUTIONS, LLC**

The following additional provisions are included in the contract agreement:

The Aircraft Operator shall obtain and maintain throughout the term of the contract, aviation liability insurance including but not limited to airport and premises liability, non-owned aviation liability, public and passenger liability war and allied perils coverage, contractual and incidental contractual liability and cargo liability, in an amount not less than a combined single limit for bodily injury and property damage of Two Hundred Million US Dollars (\$200,000,000) each occurrence. In addition, the Aircraft Operator agrees to maintain and keep in full force during the contract term hereof, insurance for aircraft medical expenses \$5,000 each person, baggage and personal effects \$2,500 each passenger, Mexican liability policy (if applicable), and trip interruption/flight continuation expense \$2,000 per passenger (if available). The liability insurance shall include Computer Sciences Corporation, Capital Aviation, Inc., and SportsFlight Air, Inc. as additional insureds. A Certificate of Insurance evidencing the foregoing and providing that such insurance shall not be reduced and/or terminated without 30 days prior written notice to Computer Sciences Corporation and shall be furnished to Computer Sciences Corporation upon execution hereof and prior to operation of the Aircraft.

1. The aircraft shall be delivered in an airworthy condition with appropriate certificates or other documents establishing the valid and current registration of the aircraft with the Federal Aviation Administration and a Certificate of Airworthiness as issued by the Federal Aviation Administration. The Aircraft Operator shall maintain the aircraft under the current FAA (part 135) rules applicable. The Aircraft Operator during the term of this agreement shall be responsible for, at its expense, the maintenance, repair, and periodic inspection of the aircraft inclusive of the engines, instruments, airframe, and each of its other components and subsystems, and accordingly, keep and maintain the records of same, all in conformity with applicable FAA regulations. The price to Computer Sciences Corporation includes all fuel, fluids, etc. necessary to operate the aircraft, including the salaries of the pilots and crew and all insurance premiums, etc.
2. The Aircraft Operator shall make appropriate airport arrangements consistent with Computer Sciences Corporation schedule, including, but not limited to dispatch and incoming and outgoing clearances.
3. Should safety dictate mandatory de-icing before flight, the cost of such deicing will be paid by Computer Sciences Corporation. Whether de-icing is required shall be determined by the pilot-in-command, in his sole discretion.
4. Capital Aviation, Inc. warrants and represents that (i) it has the right, power and authority to enter into an agreement and to perform its obligations hereunder and (ii) the aircraft is operated under the authority of a certificate issued by the appropriate authorities and is otherwise in compliance with all applicable domestic and international regulations.

5. Capital Aviation, Inc. will promptly notify Computer Sciences Corporation of any force majeure condition which may result in a failure of the aircraft and shall use its best efforts to find suitable backup aircraft.
6. In the event that any certificate, permit or authorization relating to aircraft N85VM is revoked, suspended or expires during the contract through no fault of the Aircraft Operator, or N85VM is unavailable for any reason, then Capital Aviation, Inc. will use, as a backup aircraft, Gulfstream IV, N917W operated by North American Air Charter, Inc. In the event N917W is unavailable, Capital Aviation, Inc. will substitute another aircraft suitable to the mission profile and acceptable to Computer Sciences Corporation.
7. Each party hereto agrees that each clause, term and condition of this agreement represents their entire understanding and, that in entering into this agreement, neither party hereto relies on or has considered any representation or supposed understanding not expressly set forth herein.
8. Each party hereto agrees and understands that the terms and conditions of this agreement are to be construed and interpreted in accordance with the laws of the Commonwealth of Virginia and are deemed to be applicable hereto in the resolution of any dispute which may arise herein.
9. The period of performance for this Agreement is August 1, 2004 through July 31, 2005. There are two one (1) year options that may be executed against this agreement. Option period one is from August 1, 2005 through July 31, 2006 and option period two is from August 1, 2006 through July 31, 2007.
10. Computer Sciences Corporation shall pay Capital Aviation, Inc. the fees and charges in accordance with Capital Aviation, Inc.'s invoices.
11. Capital Aviation shall not use or allow to be used any aspect of this contract for publicity, advertisement purposes, or as a reference for new business. It is further understood that this obligation shall not expire upon completion or termination of this contract, but will continue indefinitely.
12. Except with respect to disputes under the Disputes Clause under the Prime Contract, any claim, controversy, or dispute concerning questions of fact or law arising out of or relating to this subcontract, performance by either party hereunder, or the threatened, alleged, or actual breach thereof by either party, which is not disposed of by mutual agreement, shall be determined by an authorized representative of Computer Sciences Corporation, who shall render a decision on the issues in dispute and reduce his decision to writing and mail or otherwise furnish a copy thereof to Subcontractor. Any claim and/or appeal not otherwise settled under this article may be pursued in any court having jurisdiction thereof. Subcontractor shall at all times proceed diligently with the performance of the subcontract, in accordance with Computer Sciences Corporation written decision, which shall be final and conclusive unless determined otherwise by a court of competent jurisdiction.
13. The following Technical and Subcontract Representatives are designated for this subcontract:

Steve Lee (703-461-2425):

Luis Ambroggio II (703-279-3533):

Don Moss (631-549-4965)

Fred Credno (703-715-2935)

CSC's Program Manager

CSC's Subcontract Manager

Program Manager

Contractual Representative

14. CSC's Program Manager is responsible for the day-to-day clarifications and guidance of Subcontractor's personnel as may be required under the subcontract. Matters relating to prices, terms and conditions, quantities to be supplied, delivery schedule and financial adjustments shall be handled through CSC's subcontract administrator.
15. Agreements between the parties, which by their nature effect a change to the Subcontract, shall only be binding upon the parties when such agreements or actions are specifically authorized in writing by CSC's subcontract administrator.
16. All correspondence and communications Subcontractor and CSC shall be directed to the subcontract administrator.
17. All notices and correspondence desired or required to be delivered hereunder shall be in writing and sent by either party to the other at the following addresses:

Computer Sciences Corporation:

National Security Programs

10530 Rosehaven St., Ste 500

Fairfax, Virginia 22030

Attention: Subcontracts

To Capital Aviation, Inc.

12110 Sunset Hills Road

Suite 450

Reston, Virginia 20190

Attention: Fred Credno

18. If any portion of this subcontract is held or determined to be invalid or unenforceable, the remaining provisions shall continue in full force and effect as if this subcontract had been executed with the invalid portion thereof eliminated.
19. The construction, enforceability, validity, and interpretation of this subcontract shall be in accordance with the laws of the Commonwealth of Virginia except to the extent of the articles, sections, and other provisions incorporated herein by reference which are included in this subcontract by virtue of the requirements of the Federal Acquisition Regulations (FAR) or other requirements applicable to this procurement, which provisions whether expressed herein or incorporated by reference shall be interpreted in accordance with the decisions of Federal courts and of the appropriate Boards of Contract Appeals.
20. INDEMNIFICATION - In addition to any other remedies that CSC may have, Subcontractor shall defend, indemnify, and hold Computer Sciences Corporation harmless from any and all claims, damages, demands, suits, actions, judgments, liabilities, defaults, or costs and expenses, including court costs and attorney's fees, as a result of the following:

- a. Any damage or injury to Subcontractor, his employees, agents, or property, or for any injury to a third party or its property, which is caused by the Subcontractor, his employees, or agents in the course of performance of or as a result of performance of this subcontract.
 - b. Any penalty or fine incurred by or assessed against CSC to the extent caused by Subcontractor, its employees, agents, suppliers, or subcontractors.
 - c. Any failure on the part of the Subcontractor to provide any certification or supporting information required hereunder or under applicable laws and regulations.
 - d. The provision by Subcontractor of any false or erroneous certification or supporting information required hereunder or under applicable laws and regulations.
21. In performing the work required hereunder, Subcontractor is acting as an independent contractor and not as an agent or employee of CSC. CSC may, however, provide general work direction to control the final results obtained within the limitations of the technical requirements hereof.
22. The Subcontractor assumes full responsibility for and shall compensate CSC for any and all losses or damages of whatever kind and nature to any and all CSC property, including any equipment, supplies, accessories, or parts furnished, while in his custody and care for storage, repairs, or services to be performed under the terms of this subcontract, resulting in whole or in part from the negligent acts or omissions of Subcontractor or any employee, agent or representative of Subcontractor.
23. This Subcontract has a priority rating of XXXXX and as such is a rated order certified for national defense use. The Subcontractor is required to follow all of the provisions of the Defense Priorities and Allocations System Regulation (15 CFR 700).

Subcontractor shall save and hold harmless and indemnify CSC against any and all liability, claims, and costs of whatever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work under the terms of this subcontract, resulting in whole or in part from the negligent acts or omissions of Subcontractor or any employee, agent or representative of Subcontractor.

Nothing in the above paragraphs shall preclude CSC from receiving the benefits of any insurance Subcontractor may carry which provides for indemnification for any loss or destruction, or damage to, CSC property in the custody and care of Subcontractor. Subcontractor shall do nothing to prejudice CSC's right to recover against third parties for any loss, destruction of, or damage to CSC's property, and furnish to CSC all reasonable assistance and cooperation (including assistance in the prosecution of suit and execution of instruments or assignments in favor of CSC in obtaining recovery).

24. The Clauses in Section J, Attachment C are hereby incorporated by reference with the same force and effect as if set forth in full text herein. References to the "Government" shall be construed as references to "CSC", and references to the "Contractor" shall be construed as references to "Subcontractor" except that audits of the Subcontractor may be conducted directly by CSC.

Government and the Subcontractor reserves the right to submit proprietary cost information directly to the Government.

25. This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, CSC's Subcontracts point of contact will make their full text available. Or you can download directly from <http://www.arnet.gov/far/>.

(Check FAR Clauses in new RFP)

52.202-1	Definitions	MAY 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protectin the Government's Inerest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment	JUL 1985
52.215-19	Notification of Ownership Changes	OCT 1997
	Surplus Property	
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.222-3	Convict Labor	AUG 1996
52.222-26	Equal Opportunity	FEB 1999
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans	APR 1998
52.222-36	Affirmative Action for Handicapped Workers	JUN 1998
52.222-37	Employment Reports on Special Disabled Veterans of the Vietnam Era	JAN 1999
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.227-1	Authorization and Consent	JUL 1995
52.228-5	Insurance Work on a Government Installation	JAN 1997
52.229-3	Federal, State, and Local Taxes	JAN 1991
52.232-17	Interest	JUN 1996
52.232-24	Prohibition of Assignment of Claims	JAN 1986
52.232-25	Prompt Payment	JUN 1997
52.232-34	Payment by Electronic Funds Transfer – Other than Central Contractor Registration	MAY 1999
52.233-1	Disputes	DEC 1998
52.233-3	Protests after Award	AUG 1996
52.237-2	Protection of Government Buildings, Equipment, Vegetation	APR 1984
52.237-3	Continuity of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes Fixed Price – Alternate I	APR 1984
52.246-25	Limitation of Liability - Services	FEB 1997

52.249-2	Termination for Convenience of the Government (Fixed-Price)	SEP 1996
52.249-8	Default (Fixed Price Supply and Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991

The following clauses are mandatory pursuant to the Prime Contract

52.219-8	Utilization of Small Business Concerns	OCT 2000
52.222-26	Equal Opportunity	FEB 1999
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans	APR 1998
52.222-36	Affirmative Action for Handicapped Workers	JUN 1998
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels.	JUN 2000

ACCEPTED AND AGREED:

COMPUTER SCIENCES CORPORATION

By: _____
An Authorized Representative

CAPITAL AVIATION, INC.

By: _____
An Authorized Representative

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EXHIBIT D

It was ultimately learned that the flights would be going to and from Guantanamo Bay and would be used for assorted rendition missions.

At the end of the six-month Charter Contract period, the parties discussed the possibility of continuing the minimum guarantee/exclusive use agreement, pursuant to an option clause, but Sportsflight ultimately rejected that arrangement because the Government was unwilling to guarantee minimum flight hours. Consequently, Sportsflight did not enter any written or oral agreement with Richmor to pay for any flight hours that were not used. Nevertheless, following the expiration of the Charter Contract, the parties continued to have a business relationship, as follows:

- the Government continued to use aircraft provided by Richmor, but no longer used the N85VM exclusively, and no longer paid a uniform discounted rate;
- DynCorp booked flights directly with Richmor for the Government, as needed;
- Richmor billed and received payment for each flight it provided;
- Sportsflight administered the invoices and payments between the Government and Richmor, and thereby collected the commission to which it was entitled as the originating broker.

This relationship continued until January 2005, when Richmor flew its final flight for the Government.

Nine months later, in October 2005 -- a full three years after the Charter Contract expired -- Richmor submitted an invoice for the first time seeking payment for "unused" flight hours short of a purported 50 hour minimum guarantee for each and every month between November 2002 and January 2005. In other words, Richmor alleged, for the first time three years later, that the minimum guarantee that governed the parties' transactions during the Charter Contract was somehow renewed or carried over following

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EXHIBIT E

PLAINTIFF'S EXHIBIT 7 -
LETTER FROM RICHMOR AVIATION, DATED OCTOBER 19, 2006 [320-324]

Plaintiff's
EXHIBIT 7
IDENT. ☒ EVID. ☒
DATE: 2-2-09
T. VINING



October 19, 2006

Mr Don Moss
SportsFlight Air, Inc.
460 New York Avenue
Huntington, NY 11743

Dear Don,

Enclosed please find our invoice for the unused hours on GIV N227SV (aka N85VM) for the period of May 2002 - May 2005.

In reviewing the attached backup you will notice that Richmor was able to reduce your obligation by 305.4 charter hours (despite the fact that many other revenue hours were turned down in order to honor our obligation to you). Had we not given you the charter hours credit you would be responsible for an extra \$1,420,110.00 not to mention the associated interest

Richmor has become the target of negative publicity and hate mail. In the future, whenever the name "Richmor" is googled this will come up.

GIV N227SV will always be linked to renditions. No tail number change will ever erase that and our requests for government assistance in this matter have been ignored.

Our crews are not comfortable leaving the country. The owners of N227SV are afraid to fly in their own aircraft. We are losing a management customer due to this association.

The bill is owed Richmor. We were repeatedly told we were doing a fantastic job. We don't need to have another meeting. We need to have the bill paid within 30 days or we will seek legal action.

Sincerely,

Mahlon W. Richards
President

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EXHIBIT F

mail. In the future, whenever the name 'Richmor' is googled this will come up. GIV N227SV [a/k/a N85VM] will always be linked to renditions. No tail number change will ever erase that and our requests for government assistance in this matter have been ignored." (R. 320).

Thanks to this 2006 letter, what was previously inexplicable became obvious. Richmor suffered severe unintended consequences from allowing its Gulfstream IV aircraft to be used by the Government for rendition flights, and these were consequences it never foresaw when it started flying these missions shortly after September 11, 2001. But when the political climate changed and negative publicity started to hurt Richmor, Richmor decided that it had to look outside the contract for additional compensation, and its newly devised claim for unused flight time provided it with that mechanism.

Unfortunately, the Trial Court refused to allow cross examination of Richmor on this subject. Instead, defying both the evidence and logic, the Trial Court concluded that a one-man brokerage operation would guarantee more than two hundred thousand dollars a month in minimum flight time on behalf of the United States the Government who, the evidence showed, expressly refused to guarantee any minimum and communicated that refusal to Sportsflight, who in turn communicated that refusal to Richmor.

The Trial Court's decision was against the weight of evidence: both the evidence considered as well as the evidence rejected. Its erroneous findings were compounded by (i) legally unsupported and improvident evidentiary rulings, which were not harmless, that excluded relevant evidence supporting Sportsflight's position and (ii) a failure to assess the evidence under the proper legal standards. Accordingly, Sportsflight requests

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EXHIBIT G

providing charter services, offers flight instruction and fuels and maintains aircraft. (*Id.*).

Richmor's only witness at trial was its President, Mahlon Richards ("Richards"). (*Id.*).

**C. SPORTSFLIGHT, "AS AUTHORIZED AGENT FOR DYNCORP"
CONTRACTS WITH RICHMOR**

**1. Sportsflight's Relationship With DynCorp
And The Government**

Sportsflight and another aircraft broker, Capital Aviation, Inc. ("Capital") had a partnership agreement to act as co-brokers. (R. 129-31; *see also* R. 638-39). In or around early 2002, Sportsflight and Capital were approached by DynCorp, Inc. ("DynCorp") acting as the agent for the United States Government (the "Government"), to procure a single aircraft for exclusive use by the Government. (R. 78, 131; *see also* R. 628-44). The nature of the Government flights were not disclosed at that time, but it was later learned that the flights were rendition flights for suspected terrorists. (R. 111-13; *see also* R. 679). On June 17, 2002 DynCorp entered into a contract with Sportsflight's co-broker Capital (the "DynCorp Contract"). (R. 332-41). The DynCorp Contract identified the specific aircraft to be utilized as a Gulfstream IV, Registration N85VM (the "N85VM"), operated by Richmor. (R. 333). As co-brokers, Capital and Sportsflight earned commissions on the DynCorp contract. (R. 151; *see also* R. 640, 646).

The DynCorp Contract required that the Government be given exclusive use of the N85VM, and in exchange for such exclusive use Richmor was guaranteed a minimum payment equal to the cost of 250 hours of flight time for the six-month contract period (41.7 hours per month). (R. 333). The DynCorp Contract also gave DynCorp the option to extend the term of the contract, but only on a month-to-month basis, only upon written notice, and subject to the availability of funds and the Government's need. (R. 341).

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EXHIBIT H

Like the DynCorp Contract, the Charter Contract specifies the aircraft to be used to perform the contracted services as the N85VM. (R. 221-25). Like the DynCorp Contract, the Charter Contract provides for a "Guarantee of Two hundred and fifty (250) flight time hours within six (6) months and the option to do fifty (50) hours per month thereafter." (R. 224). The Charter Contract also provided that past due balances would be subject either to a 1.5% per month interest rate, or reimbursement for attorneys fees on the cost of collection. (R. 225).

On July 3, 2002, shortly after the Charter Contract was executed, Sportsflight transmitted the initial deposit of \$147,000 (the equivalent of 30 hours x \$4,900) to Richmor. (R. 148). Richmor's post trial submissions confirm its receipt of the initial deposit. (R. 822).

As the DynCorp Contract and the Charter Contract were performed, Sportsflight and Capital served in an administrative, brokerage capacity, acting as conduits for billing and payment, and by that process, collecting commissions for brokering the relationship. (R. 151; *see also* R. 646-47, 702-03, 706-07). Specifically, invoices were submitted by Richmor to Sportsflight, who forwarded them to Capital, who forwarded them to DynCorp for payment. DynCorp would then pay Capital, who would then pay Sportsflight, who would then deduct the brokerage fee and pay Richmor. (*Id.*).

**D. THE CHARTER CONTRACT PERIOD –
MAY 2002 THROUGH NOVEMBER 6, 2002**

Prior to flying the first of the rendition flights under the Charter Contract, Richmor had several meetings with personnel from its client (the Government), and with Steve Lee, a DynCorp employee who was known to Richards as the "primary representative" for the Government in matters concerning the Charter Contract. (R. 59,

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EXHIBIT I

D. The Trial Court Properly Excluded Questioning of a Speculative Motive

Further, Defendant contends that the trial court should have permitted its counsel to cross-examine Mr. Richards about statements made in its October 2006 letter seeking compensation. In the subject letter, Plaintiff sought payment and noted that it performed despite negative publicity regarding the rendition flights [320]. According to Defendant, Plaintiff's statements evidenced an ulterior motive to seek compensation.

Mr. Richards, however, testified that he had discussed the shortfalls with Mr. Moss before any negative publicity and that he repeatedly expressed his intention to submit a bill for them if they were not flown off [57-77]. As such, Defendant's theory of an ulterior motive rested on speculation. Moreover, even if relevant, this questions was properly excluded as likely to result in a waste of time or confusion of the issues [114-116] (Salm, 13 NY3d at 818; see Kish, 76 NY2d at 384-385).

In any event, the so-called evidence of the negative publicity was admitted into evidence and considered by the trial court via the October 2006 letter. Defendant's trial counsel also extensively cross-examined Mr. Richards' about his truthfulness, and the court considered his financial motives to lie [108-116]. As such, it cannot be said that any error resulted in any prejudice to Defendant.

POINT III PLAINTIFF DID NOT WAIVE ITS RIGHT TO DAMAGES

Defendant asserts (for the first time) that Plaintiff waived its rights to damages by unreasonably delaying its collection efforts. This assertion, however, is not preserved for appellate review and should not be considered by this Court (see Sutton v Burdick, 75 AD3d 884, 885 [3d Dept 2010]).

In any event, this assertion contradicts the credible evidence that the parties agreed to

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EXHIBIT J

1 (Donald Moss - Mr. Ryan)
2 recent media coverage. What are you referencing
3 there?

4 A. That there were blogs and newspaper
5 articles that were appearing providing more or less
6 negative information about these flights that the
7 government was using aircraft for rendition flights.
8 That is the first time I became aware of it. In the
9 initial stages of the 250 hour contract, we were
10 transporting their own personnel down to Guantanamo.
11 As far as I was concerned, there were no prisoners
12 involved.

13 Q. Now, during the time of the initial term
14 of the contract which we had marked as Exhibit 2,
15 May 6, 2002 to November 6th, 2002, was DynCorp happy
16 with the services provided by Richmor?

17 A. Yes.

18 Q. Were there any complaints about the
19 services rendered by Richmor?

20 A. Minor, nothing significant.

21 Q. Who made -- what were the minor complaints?

22 A. I think it had to do with customs. I
23 wouldn't directly blame Richmor. Sometimes the
24 client, as I understood it, would not provide proper

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EXHIBIT K

1 (Donald Moss - Mr. Ryan)

2 A. Yes.

3 Q. Exhibit 12 is an invoice dated -- excuse
4 me, is a letter dated January 27th, 2003; am I
5 correct?

6 A. Yes.

7 Q. And you're copied on it?

8 A. Yes.

9 Q. What is this about?

10 A. It is actually tracking the hours as
11 requested by DynCorp of all activity. I don't know
12 when dating back. It doesn't specify a date, but
13 all flights flown through the Capital Aviation and
14 SportsFlight relationship. In other words, we had
15 flown flights prior to this contract so we tracked
16 hours from day one.

17 Q. Does this concern the rendition flights?

18 A. Yes.

19 Q. This meaning Exhibit 12 for clarification.

20 A. Yes.

21 MS. CORWIN: And I just want to
22 clarify that he testified earlier that he
23 has no specific knowledge with respect to
24 whether the "rendition flights" that you

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EXHIBIT L

Richmor Aviation



P.O. Box 423, Hudson, NY 12534
518-828-9461 • 800-359-2299 • Fax 518-828-9908
www.richmor.com

MR. DON MOSS
SportsFlight Air, Inc.
460 NEW YORK AVENUE
HUNTINGTON, NY 11743

Invoice 12/22/2003
Tail N85VM
Invoice C49024
Trip 49024

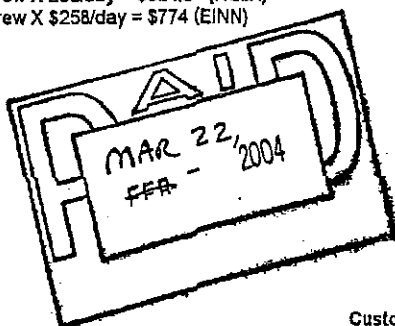
TRIP DATE(S): 12/15/2003 - 12/18/2003

CUST-REF-NR:

Passengers: 5 passengers

Route:	DEP ID:	DEP CITY:	ARR ID:	ARR CITY:
	KIAD	WASHINGTON	LEMD	MADRID
	LEMD	MADRID	HELX	LUXOR
	HELX	LUXOR	HDAM	DJIBOUTI
	HDAM	DJIBOUTI	OAKB	KABOL
	OAKB	KABOL	EINN	SHANNON
	EINN	SHANNON	KIAD	WASHINGTON

Catering	1.00 Ea	\$2,446.03	\$2,446.03
IAD & EINN & HELX			
Charter Aircraft	35.00 HR	\$4,900.00	\$171,500.00
Charter Aircraft	1.00 HR	\$5,000.00	\$5,000.00
Positioning			
Charter Extra Crew	1.00 EA	\$3,200.00	\$3,200.00
1 X 4 days X 800			
Charter Handling Fee	1.00 EA	\$33,000.00	\$33,000.00
Charter Landing Fees	1.00 EA	\$440.58	\$440.58
IAD			
Charter Overnights	1.00 EA	\$1,398.00	\$1,398.00
3 crew X 208/day = \$624.00 (HELX)			
3 crew X \$258/day = \$774 (EINN)			



Subtotal:	\$216,984.61
Federal Excise Tax:	\$0.00
Total:	\$216,984.61
Payment:	\$0.00
Total Due:	\$216,984.61

Customer responsible for FET
Thank you for flying with Richmor Aviation
Payment is due Net 30 days from the date of this Invoice.
Interest is 18% per year (1.5% per month)

PAID BY
CK #
2746
3/18/04

COMMUNICATION NO. 383/2010

EXHIBIT M



Richmor Aviation

P.O. Box 423, Hudson, NY 12534
 518-828-9461 • 800-359-2299 • Fax 518-828-9908
 www.richmor.com

MR. DON MOSS
 SportsFlight Air, Inc.
 460 NEW YORK AVENUE
 HUNTINGTON, NY 11743

Invoice
 Tail
 Invoice
 Trip

4/30/2004
 N85VM
 C52582
 52582

#19

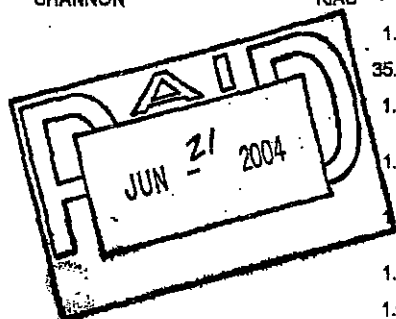
TRIP DATE(S): 4/25/2004 - 4/29/2004

CUST-REF-NR:

Passengers: 4 passengers on all except leg 4 which had 6 passengers

Route:	DEP ID:	DEP CITY:	ARR ID:	ARR CITY:
	KIAD	WASHINGTON	EINN	SHANNON
	EINN	SHANNON	HESH	SHARM EL SHEIKH
	HESH	SHARM EL SHEIKH	HDAM	DJIBOUTI
	HDAM	DJIBOUTI	OAKB	KABOL
	OAKB	KABOL	UBBB	BAKU
	UBBB	BAKU	EINN	SHANNON
	EINN	SHANNON	KIAD	WASHINGTON

Catering	1.00 Ea	\$3,299.81	\$3,299.81
Charter Aircraft	35.10 HR	\$4,900.00	\$171,990.00
Charter Aircraft	1.00 HR	\$2,500.00	\$2,500.00
Repo Leg			
Charter Extra Crew	1.00 EA	\$8,000.00	\$8,000.00
2 crew x 5 days x \$800			
Charter Ground	1.00 EA	\$1,805.25	\$1,805.25
Transportation - Crew			
Charter Handling Fee	1.00 EA	\$30,000.00	\$30,000.00
Charter Landing Fees	1.00 EA	\$459.30	\$459.30
IAD			
Charter Overnights	1.00 EA	\$2,500.00	\$2,500.00
IAD: 2 crew x 2 days x \$201=\$804			
HESH: 4 crew x 1 day x \$147=\$588			
Charter Overnights	1.00 EA	\$2,500.00	\$2,500.00
IAD: 2 crew x 2 days x \$201=\$804			
EINN: 4 crew x 1 day x \$277=\$1108			



Subtotal:	\$220,554.16
Federal Excise Tax:	\$0.00
Total:	\$220,554.16
Payment:	\$0.00
Total Due:	\$220,554.16

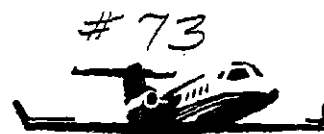
Customer responsible for FET
 Thank you for flying with Richmor Aviation
 Payment is due Net 30 days from the date of this invoice.
 Interest is 18% per year (1.5% per month)

COMMUNICATION NO. 383/2010

EXHIBIT N



Richmor Aviation



P.O. Box 423, Hudson, NY 12534
 518-828-9461 • 800-359-2299 • Fax 518-828-9908
 www.richmor.com

MR. DON MOSS
 SportsFlight Air, Inc.
 460 NEW YORK AVENUE
 HUNTINGTON, NY 11743

Invoice 6/21/2004
 Tail N85VM
 Invoice C53390
 Trip 53390

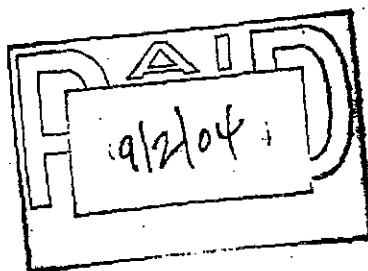
TRIP DATE(S): 6/11/2004 - 6/15/2004

CUST-REF-NR:

Passengers: up to 5 passengers

Route:	DEP ID:	DEP CITY:	ARR ID:	ARR CITY:
	KOXC	OXFORD	KIAD	WASHINGTON
	KIAD	WASHINGTON	EINN	SHANNON
	EINN	SHANNON	LCPH	PAPHOS
	LCPH	PAPHOS	OAKB	KABOL
	OAKB	KABOL	HDAM	DJIBOUTI
	HDAM	DJIBOUTI	LEPA	PALMA
	LEPA	PALMA	KIAD	WASHINGTON

Catering	1.00 Ea	\$992.47	\$992.47
IAD			
Charter Aircraft	35.40 HR	\$4,900.00	\$173,460.00
Charter Aircraft	1.00 HR	\$5,000.00	\$5,000.00
Rotation			
Charter Extra Crew	1.00 EA	\$8,400.00	\$8,400.00
2 crew X 800/day X 4 days			
Charter Handling Fee	1.00 EA	\$30,000.00	\$30,000.00
Charter Landing Fees	1.00 EA	\$339.30	\$339.30
IAD			
Charter Overnights	1.00 EA	\$2,204.00	\$2,204.00
LCPH: 4 crew X \$259/day = \$1036			
LEPA: 4 crew X \$292/day = \$1168			



Subtotal:	\$218,395.77
Federal Excise Tax:	\$0.00
Total:	\$218,395.77
Payment:	\$0.00
Total Due:	\$218,395.77

Customer responsible for FET
 Thank you for flying with Richmor Aviation
 Payment is due Net 30 days from the date of this invoice.
 Interest is 18% per year (1.5% per month)

COMMUNICATION NO. 383/2010

EXHIBIT O



Richmor Aviation



P.O. Box 423, Hudson, NY 12534
518-828-9461

MR. DON MOSS
SportsFlight Air, Inc.
480 NEW YORK AVENUE
HUNTINGTON, NY 11743

Invoice 11/18/2
Tail N70HS
Invoice C56046
Trip 56046

#85

TRIP 11/9/2004 - 11/12/20
DATE(S):
CUST-REF-NR:

Passeng
ers:

Route	DEP	DEP	ARR	ARR CITY:
	KIAD	WASHINGTON	EGGW	LONDON
	EGGW	LONDON	LCPH	PAPHOS
	LCPH	PAPHOS	HDAM	DJIBOUTI
	HDAM	DJIBOUTI	OAKB	KABOL
	OAKB	KABOL	OMDB	DUBAI
	OMDB	DUBAI	LCPH	PAPHOS
	LCPH	PAPHOS	LPAZ	SANTA MARIA
	LPAZ	SANTA MARIA	KIAD	WASHINGTON

Catering	1.00 Ea	\$1,735.9	\$1,735.97
IAD			
Charter Aircraft	40.60 HR	\$5,000.0	\$203,000.0
Charter Aircraft Fuel Surcharge	40.60 HR	\$215.00	\$8,729.00
Charter Extra Crew	1.00 EA	\$5,200.0	\$5,200.00
1 x \$1300 x 4 DAYS			
Charter Handling Fee	1.00 EA	\$64,360.	\$64,360.00
Charter Landing Fees	1.00 EA	\$340.00	\$340.00
IAD			
Charter Overnights	1.00 EA	\$771.50	\$771.50
CLIENT: 5 ROOMS X \$154.30			
Charter Overnights	1.00 EA	\$1,275.0	\$1,275.00
LCPH: 3 X 1 X \$216 = \$648			
OMDB: 3 X 1 X \$209 = \$627			

Subtotal:	\$285,411.47
Federal Excise	\$0.00
Total:	\$285,411.47
Payment:	\$0.00
Total Due:	\$285,411.47

Customer responsible for FET
Thank you for flying with
Payment is due Net 30 days from the
Interest is 18% per year

COMMUNICATION NO. 383/2010

EXHIBIT P



Capital Aviation, Inc.

INVOICE

Please Remit To: Capital Aviation, Inc.
12110 Sunset Hills Road
Suite 450
Reston, VA 20190

DynCorp Systems & Solutions, LLC
6101 Stevenson Avenue
Alexandria, Virginia 22304

INVOICE DATE: April 9, 2003
INVOICE NUMBER: SE032503-001
AIRCRAFT: Gulfstream IV - N63MU

March 25 through March 29, 2003

Washington, Dulles (IAD) - Dakar (GOOY)
Dakar (GOOY) - Nairobi (HKJK)
Nairobi (HKJK) - Djibouti (HDAM)
Djibouti (HDAM) - Kabul (OAKB)
Kabul (OAKB) - Frankfurt (EDDF)
Frankfurt (EDDF) - Washington, Dulles (IAD)

Total Time: 41.9 hrs. @ \$5,450.00 per hour: \$228,355.00

Mission Specific Costs:

Position of Aircraft:	6,000.00
1 RON @ \$202.00 (JTR Nairobi) @ 4 crew members:	808.00
2 RON's @ \$283.00 (JTR Frankfurt) @ 4 crew members:	2,264.00
Additional Crew Labor: 2 crew member @ 5 days @ \$800.00 per day:	8,000.00
Int'l Handling Fees:	26,364.24
Landing Fees:	2,098.73
Catering:	4,887.62

BALANCE DUE UPON RECEIPT:

\$278,777.59

12110 Sunset Hills Road • Suite 450 • Reston, Virginia 20190
Toll Free: 800.815.1276 • Tel: 703.715.2935 • Fax: 703.723.9847 • E-mail: capavia@aol.com

COMMUNICATION NO. 383/2010

EXHIBIT Q

GIV RICHMOR CONTRACT RECONCILIATION

PAGE 2 of 2

Amount DynCorp Invoiced	Capital Invoice Number	Purpose Of Payment	Aircraft	Amount Sent To SportsFlight	Richmor Invoice Number	Invoice Amount	SportsFlight Profit	GIV Hours Paid For	DynCorp Hrs. Applied to Contract
7,629.90	LT050602-1220	Trip No. 28	N85VM	39,989.62	C41869	35,834.34	4,155.28	6.1	6.7
272,500.00	LT050602-012803-M	Add'l 50 hours							
272,500.00	LT050602-1216-M	Add'l 50 hours							
19,004.74	LT050602-011703-R	Trip No. 29	N85VM	175,419.74	C42569	146,802.41	28,617.33	27.6	28.7
11,588.12	LT050602-013103	Trip No. 30	N85VM	50,787.03	C42795	43,115.94	7,671.09	7.6	8.6
28,093.76	LT050602-020303	Trip No. 31	N85VM	167,071.76	C42850	138,389.70	28,682.06	24.1	25.5
7,573.03	LT050602-021303	Trip No. 32	N5117H	46,871.51	C42890	41,479.99	5,391.52	9.4	8.2
22,247.39	LT050602-030103	Trip No. 33	N85VM	209,892.49	C43318	190,982.58	18,909.91	36.4	37.9
7,683.44	LT050602-032803	Trip No. 34	N5117H	27,945.54	C43517	23,134.64	4,810.90	4.6	4.6
278,777.59	LT050602-032503	Trip No. 35	N63MU	241,904.80	First Flight	205,032.01	36,872.79	40.1	41.9
53,833.91	LT050602-040203	Trip No. 36	N85VM	49,017.55	C43819	44,196.19	4,821.36	7.5	7.9
67,470.74	LT050602-040903	Trip No. 37	N85VM	53,763.79	C43940	40,056.84	13,706.95	7.8	10.3
60,484.38	LT050602-050503	Trip No. 38	N85VM	53,898.85	C44448	47,313.32	6,585.53	7.6	8.4
242,333.40	LT050602-051503	Trip No. 39	N85VM	214,870.98	C44830	187,403.56	27,467.42	35.1	38.3

TTL 681.3

RICHMOR 535.7
 FIRST FLIGHT : 123.3
 NEW WORLD 22.3

COMMUNICATION NO. 383/2010

EXHIBIT R

CSC Flight Activity from April 30, 2004

<u>Date</u>	<u>Vendor</u>	<u>Trip #</u>	<u>Req.</u>	<u>Invoice #</u>	<u>Amt. Billed to SFA</u> (by Vendor)	<u>Amt. Billed to C.S.I.</u>	<u>Date & Amt. Pd.</u> (by SFA to Vendor)	<u>Net Profit</u>
4/30/04	Richmor	67	85VM	C52582	220554.16	258500.00	6/21/04 220554.16	37945.84
5/11/04	Richmor	68	85VM	C52743	197192.10	262260.00	6/21/04 197192.10	65067.90
6/4/04	Richmor	70	85VM	C53135	143398.60	200125.00	8/2/04 143398.60	56726.40
6/1/04	Richmor	71	982RK	C53153	197033.24	233880.00	7/19/04 197033.24	36846.76
6/14/04	Richmor	72	982RK	C53457	285757.36	339230.00	8/6/04 285757.36	53472.64
6/1/04	Richmor	73	85VM	C53390	218395.77	274375.00	9/2/04 218395.77	55979.23
7/2/04	Richmor	74	987SA	C53806	18423.56	23560.00	9/2/04 18423.56	5136.44
7/16/04	Richmor	75	982RK	C54144	217908.90	279150.00	9/21/04 217908.90	61241.10
7/26/04	Richmor	76	85VM	C54176	93301.82	131630.00	10/8/04 93301.82	38328.18
7/27/04	Richmor	77	85VM	C54376	122333.68	158315.00	10/18/04 122333.68	35981.32
8/4/04	Richmor	78	85VM	C54453	246907.65	286998.40	10/22/04 246907.65	40090.75
8/16/04	Air Mktg.		288KA	24487	187629.49	248682.00	9/1/04 187629.49	61052.51
8/20/04	Richmor	79	85VM	C54576	244193.66	287368.46	11/2/04 244193.66	43174.80
8/27/04	Int'l Group		63MU	50	205632.05	254967.05	9/1/04 205632.05	49335.00
9/6/04	Int'l Group		63MU	52	158488.78	195991.67	11/2/04 158488.78	37502.89
9/15/04	Richmor	80	85VM	C54956	235002.98	276113.70	11/30/04 235002.98	41110.72
9/15/04	Air Mktg.		308AB	24611	388037.00	437410.00	11/11/04 388037.00	49373.00
9/27/04	Richmor	81	58AJ	C55144	43887.31	62800.74	12/9/04 43887.31	18913.43
9/27/04	Richmor	82	85VM	C55225	185113.03	213756.03	1/4/05 185113.03	28643.00
10/7/04	Richmor	83	227SV	C55333	195089.71	228122.21	1/4/05 195089.71	33032.50
10/27/04	Richmor	84	227SV	C55632	37511.43	48556.43	1/4/05 37511.43	11045.00
10/17/04	Int'l Group	84IM	789DK	62	266519.72	337605.65	1/4/05 266519.72	71085.93
11/12/04	Richmor	85	70HS	C56046	285411.47	334150.97	1/4/05 285411.47	48739.50
11/23/04	Richmor	86	58AJ	C56229	47610.99	58896.97	1/4/05 47610.99	11285.98

COMMUNICATION NO. 383/2010

EXHIBIT S

#67

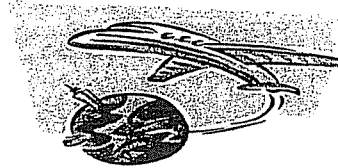
SPORTSFLIGHT AIR, INC.

460 New York Ave.

Huntington, NY 11743

TELEPHONE: 631-549-4965

FAX: 631-271-1149

INVOICE**BILL TO:**

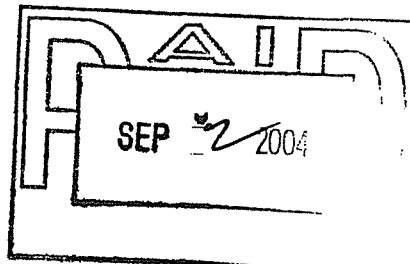
Computer Sciences Corp
6101 Stevenson Ave
Alexandria, VA 22304
Attn: Steve Lee

INVOICE #**LT50602-0425-1****DATE**

Apr. 30, 2004

Aircraft Type**G-IV****Terms**

Reg. No.	Services Rendered	Amount
N85VM	<p>Apr. 25-29 (As per schedule)</p> <p>Additional Flight Hrs: 1.2</p> <p>Additional Fees: (1) Add. Day</p> <p>Catering:</p>	<p>\$ 6,540.00</p> <p>\$ 2,708.00</p> <p>\$ 3,464.59</p>
TOTAL:		\$ 12,712.59



COMMUNICATION NO. 383/2010

EXHIBIT T

SUBCONTRACT TASK ORDER MODIFICATION

BETWEEN

COMPUTER SCIENCES CORPORATION

6101 Stevenson Avenue

Alexandria, VA 22304

AND

SPORTSFLIGHT AIR INC., dba CAPITAL AVIATION

460 New York Ave

Huntington, NY 11743

PRIME CONTRACT NUMBER: CLASSIFIED

SUBCONTRACT: S1007312

TASK ORDER NO: 13

EFFECTIVE DATE: 9 NOVEMBER 2004 – 12 NOVEMBER 2004

This supplemental agreement modifies the referenced subcontract as set forth below:

Authorizes the following work to be accomplished and provides the funding to the subcontract as detailed below:

<u>Aircraft Size/Description</u>	<u>Tail #</u>	<u>Hourly Rate</u>	<u>Hours</u>	<u>Extended Amount</u>
Med. Exec. Jet 1 – Gulfstream IV	N70HS	\$5450	44.4	\$241,980.00
<u>Other Direct Costs Description</u>				<u>Extended Amount</u>
Mission Specific Costs	N70HS			\$90,178.97
Total Authorized Amount				\$332,158.97

PR: 119-005665 & 119-004572

COMMUNICATION NO. 383/2010

EXHIBIT U



United States Department of State

Washington, D.C. 20520

December 12, 2003

To Whom It May Concern:

The Gulfstream G-IV aircraft (Registration Number N85VM), operated by Richmor Aviation Inc., and accompanying personnel are operating under contract to the U.S. Government. Their travels, as Global Support to U.S. Embassies worldwide, are on behalf of the U.S. Government to support that contract. All operations will be accomplished in accordance with FAR 119.57 and will not be considered a FAR Part 135 flight. The duration of this mission will be from December 12 through December 31, 2003.

Sincerely,

A handwritten signature in black ink that reads "Terry A. Hogan". The signature is written in a cursive style with a large, sweeping "T" and "H".

Terry A. Hogan
Administrative Officer

COMMUNICATION NO. 383/2010

EXHIBIT V



United States Department of State

Washington, D.C. 20520

March 26, 2004

To Whom It May Concern:

The Gulfstream G-IV aircraft (Registration Number N85VM), operated by Richmor Aviation Inc., and accompanying personnel are operating under contract to the U.S. Government. Their travels, as Global Support to U.S. Embassies worldwide, are on behalf of the U.S. Government to support that contract. All operations will be accomplished in accordance with FAR 119.57 and will not be considered a FAR Part 135 flight. The duration of this mission will be from March 27, 2004 through April 30, 2004.

Sincerely,

A handwritten signature in cursive script that reads "Terry A. Hogan".

Terry A. Hogan
Administrative Officer

COMMUNICATION NO. 383/2010

EXHIBIT W



United States Department of State

Washington, D.C. 20520

June 4, 2004

To Whom It May Concern:

The Gulfstream G-IV aircraft (Registration Number N85VM) operated by Richmore Aviation, Inc., and accompanying personnel are under contract with the US Government. Their travels, as Global Support to U.S. Embassies worldwide, are on behalf of the U.S. Government to support that contract. The duration of this mission will be from June 4, 2004 through June 20, 2004.

Sincerely,

A handwritten signature in black ink that reads "Terry A. Hogan". The signature is written in a cursive style with a large, stylized "H".

Terry A. Hogan
Administrative Officer