

**Factual Report - Attachment 10**

**Captain Information**

**OPERATIONAL FACTORS**

WPR21FA286



**Federal Aviation  
Administration**

---

**U.S Department of Transportation  
Federal Aviation Administration  
Airman Details Report**

**Personal Information:**

**ALBERTO MONTERO DEL COLLADO DE LA ROSA**

*Airman opted-out of releasing address*

**Medical Information:**

**Medical Class:** First **Medical Date:** 6/2021

**BasicMed Course Date:** None **BasicMed CMEC Date:** None

**Certificate Information:**

**Certificate:** AIRLINE TRANSPORT PILOT

**Date of Issue:** 8/13/2019

**Ratings:**

AIRLINE TRANSPORT PILOT

AIRPLANE MULTIENGINE LAND

**Type Ratings:**

A/CL-600 A/CL-604 A/G-200 A/LR-60

**Limits:**

ENGLISH PROFICIENT.



**Federal Aviation  
Administration**

---

**U.S Department of Transportation  
Federal Aviation Administration  
Airman Details Report**

**Personal Information:**

**ALBERTO MONTERO DEL COLLADO DE LA ROSA**

Airman opted-out of releasing address

**Medical Information:**

**Medical Class:** First **Medical Date:** 6/2021

**BasicMed Course Date:** None **BasicMed CMEC Date:** None

**Certificate Information:**

**Certificate:** PRIVATE PILOT(FOREIGN BASED)

**Date of Issue:** 1/15/2010

**Ratings:**

**PRIVATE PILOT (Foreign Based)**

AIRPLANE MULTIENGINE LAND

**Type Ratings:**

Y/CL-600

**Limits:**

ENGLISH PROFICIENT.

ISSUED ON BASIS OF AND VALID ONLY WHEN ACCOMPANIED BY MEXICO PILOT LICENSE NUMBER(S)

ALL LIMITATIONS AND RESTRICTIONS ON THE MEXICO PILOT LICENSE APPLY.  
CL-600 (VFR ONLY).

# RESUME

**Capt. Alberto Montero del Collado De la Rosa**

Mexico Cell Phone: [REDACTED]  
Home: [REDACTED]  
License Number: ATP [REDACTED]  
Expiration Date: 03/06/2023  
Passport : [REDACTED] Expires [REDACTED]  
USA Visa Expiration Date: [REDACTED]

## Summary

I have been working on the Business Aviation Industry for more than 20 Years as a Pilot, always committed to safety. I have always served as a responsible and judicious person. I believe that working as a team and developing a good CRM increases security and makes operations more efficient. I consider that I have the ability to listen and observe to learn from my coworkers and others.

## Personal Data:

- Age: [REDACTED]
- Male
- Married
- Languages: Spanish and English (Fluent)
- E-mail [REDACTED]
- Education: 1985-1997 High School
- Pilot Aviator Degree at: Wright Flyers Aviation Academy, San. Antonio TX

## Experience:

- **October 2020-February-2021**  
Challenger 601-3R 4 month contract flying all Europe and Middle east for Starship One LLC. (Lead Captain.)
- **September 2020**  
Contract in Egypt for ARMER GROUP: One month contract (PIC)
- **2019 – 2020**  
Challenger CL.605 SF Consulting LLOC: (Lead Captain) Responsible for the safety and management for the entire operation.
- **2012-2018**  
G-200 Gulfstream. Aerolíneas Marcos SA de CV: (Lead Captain.)
- **2009-2012**  
Challenger CL.601.3R Servicios Aéreos Zeta: (PIC)
- **2005-2009**  
Boeing 737-300/700NG Líneas Aéreas Azteca S.A. de C.V. (SIC)
- **2000-2005**  
Beechjet 400A Aerolíneas Ejecutivas S.A. de C.V. (SIC)

## Training dates & World Experience:

- Flights Over Atlantic Region (37) Crosses.
- Flights Over (Canada, USA, Mexico, Central America, South America, Europe, Middle East and Asia)

# RESUME

- **5<sup>th</sup>. March, 2020**  
Challenger CL 604/605 Flight Safety Int. Wilmington DE (Recurrent Training)
- **11<sup>th</sup>. June, 2020**  
CL 601-3R Flight Safety (Recurrent Training)
- **22<sup>nd</sup>. July, 2019**  
Lear Jet 60 Flight Safety Intl. Tucson AZ (Initial Training)
- **24<sup>th</sup>. August, 2018**  
Gulfstream G-200 Simuflyte Morristown Nj. (Recurrent Training)
  
- **2000-2007**
  - Boeing 737-300/500 Aeroservice Miami, Florida. (Recurrent)
  - Boeing 737-300/700NG Alton Center Atlanta G.A. (Initial)
  - Beechjet 400A Simuflyte Dallas, TX. (Recurrent)
  - Beechjet 400A Flight Safety Wichita, KA. (Initial)
  - DC-9 14/15/30 (PAN AM Academy, Miami FL.) (Initial)
  - Sabreliner NA-265/40/60 (Tornado School, Mexico City)
  - Falcon 900 (Entrenamiento Aéreo Especializado, México City)

## Ratings and Certificates:

- RATARI Proficiency Level (6)
- Airline Transport Pilot License (ICAO) Country of Issuance, Mexico City.
- First Class Medical Certificate
- ATP FAA License. Certificate Number. [REDACTED]

## Flight Time:

• Challenger CL605 (CL65)	232:00	(PIC)
• Challenger CL601 (CL600)	2,353.45	(PIC)
• G-200 Gulfstream Galaxy	530.55	(PIC)
• Lear Jet 60	24.00	(PIC)
• Boeing 737-300/500/700NG	1,282.25	(SIC)
• Beechjet 400	828.40	(SIC)
• DC-9 14/15/30	45.20	(SIC)
• Cessna 150/172/206	201.50	(SIC)
• Sabreliner NA-265	115.35	(SIC)
• Falcon 900 B	18.05	(SIC)
• <b>Total hours</b>	<b>5,632.35</b>	

#13

# AEOLUS

## AIR CHARTER

**7155 Valjean Ave.  
Van Nuys, CA 91406**

July 12, 2021

Alberto Montero del Collado De la Rosa  
Electronic Delivery

Re: **OFFER OF EMPLOYMENT**

Dear Alberto:

On behalf of Aeolus Air Charter, Inc., a Delaware corporation (the "Company"), I am pleased to offer you employment with the Company. Your employment by the Company shall be governed by the following terms and conditions of this letter agreement (this "Agreement"):

1. **Duties and Scope of Employment.**

(a) **Position.** For the term of your employment under this Agreement (your "Employment"), the Company agrees to employ you in the exempt position of Pilot, or in such other position as the Company subsequently may assign to you. You will report to the Director of Operations or to such other person as the Company subsequently may determine. You will be working out of the Company's office in Van Nuys, California. You will perform the duties and have the responsibilities and authority customarily performed and held by an employee in your position or as otherwise may be assigned or delegated to you by the Company.

(b) **Obligations to the Company.** During your Employment, you shall devote your full business efforts and time to the Company. During your Employment, you agree that you will not engage in any other employment, occupation, consulting or other business activity directly related to the business in which the Company is now involved or becomes involved during the term of your employment, nor will you engage in any other activities that conflict with your obligations to the Company. You shall comply with the Company's policies and rules, including those policies located in the Company's Handbook (and applicable State Supplement), if any, as they may be in effect from time to time during your Employment.

(c) **No Conflicting Obligations.** You represent and warrant to the Company that you are under no obligations or commitments, whether contractual or otherwise, that are inconsistent with your obligations under this Agreement. In connection with your Employment, you shall not use or disclose any trade secrets or other proprietary information or intellectual property in which you or any other person has any right, title or interest and your Employment will not infringe or violate the rights of any other person. You represent and warrant to the Company that you have returned all property and confidential information belonging to any prior employer.

(d) **Commencement Date.** You shall commence full-time Employment as soon as reasonably practicable.

2. **Compensation.**

(a) **Salary.** The Company shall pay you as compensation for your services an initial base salary at a gross annual rate of \$[REDACTED] pro-rated for any partial year, plus a "day rate" of \$[REDACTED] for each day flown. Such salary shall be payable in accordance with the Company's standard payroll procedures. The annual compensation specified in this subsection, together with any modifications in such compensation that the Company may make from time to time, is referred to in this Agreement as "Base Salary." Aeolus Air Charter Inc. Will pay the airline tickets back to home for the first six months.

#13

(b) **PTO and Employee Benefits.** Exempt team members at Aeolus Air Charter, Inc. are provided with unlimited Paid Time Off ("PTO"). This means the Company will not track the amount of time you take off, and you can take as much time as you need, subject to managerial approval, as long as doing so does not interfere with your work. During your Employment, you shall be eligible to participate in the employee benefit plans maintained by the Company and generally available to similarly situated employees of the Company, subject in each case to the generally applicable terms and conditions of the plan in question and to the determinations of any person or committee administering such plans.

3. **Business Expenses.** The Company will reimburse you for your necessary and reasonable business expenses incurred in connection with your duties hereunder upon presentation of an itemized account and appropriate supporting documentation, all in accordance with the Company's generally applicable policies, *provided, however*, that, as to any expense in excess of \$ [REDACTED] you shall have received the prior written approval of the Director of Operations, and approval via email shall suffice for the purposes hereof.

4. **Termination.**

(a) **Employment at Will.** Your Employment shall be "at will," meaning that either you or the Company shall be entitled to terminate your Employment at any time and for any reason, with or without Cause. Any contrary representations that may have been made to you shall be superseded by this Agreement. This Agreement shall constitute the full and complete agreement between you and the Company on the "at-will" nature of your Employment, which may only be changed in an express written agreement signed by you and a duly authorized officer of the Company.

(b) **Rights Upon Termination.** Upon the termination of your Employment, you shall only be entitled to the compensation and benefits earned and the reimbursements described in this Agreement for the period preceding the effective date of the termination.

5. **Pre-Employment Conditions.**

(a) **Confidentiality Agreement.** Your acceptance of this offer and commencement of employment with the Company is contingent upon the execution, and delivery to an officer of the Company, of the Company's Employee Invention Assignment and Confidentiality Agreement, a copy of which is attached hereto as Attachment A (the "Confidentiality Agreement"), for your review and execution prior to or on your Start Date.

(b) **Arbitration Agreement.** In the interest of speedy resolution of disputes, new employees are required to enter into a mutual agreement to arbitrate claims, a copy of which is attached hereto as Attachment B (the "Arbitration Agreement") for your review and execution prior to or on your Start Date. Entering into the Arbitration Agreement is a condition of your employment with the Company.

(c) **Right to Work.** For purposes of federal immigration law, you will be required to provide to the Company documentary evidence of your identity and eligibility for employment in the United States. Such documentation must be provided to us within three (3) business days of your Start Date, or our employment relationship with you may be terminated.

(d) **Verification of Information.** This offer of employment is also contingent upon the successful verification of the information you provided to the Company during your application process, as well as a general background check performed by the Company to confirm your suitability for employment. By accepting this offer of employment, you warrant that all information provided by you is



true and correct to the best of your knowledge, you agree to execute any and all documentation necessary for the Company to conduct a background check and you expressly release the Company from any claim or cause of action arising out of the Company's verification of such information.

6. **Successors.**

(a) **Company's Successors.** This Agreement shall be binding upon any successor (whether direct or indirect and whether by purchase, lease, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company's business and/or assets. For all purposes under this Agreement, the term "Company" shall include any successor to the Company's business or assets that becomes bound by this Agreement.

(b) **Your Successors.** This Agreement and all of your rights hereunder shall inure to the benefit of, and be enforceable by, your personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

7. **Audit.**

(a) **No Expectation of Privacy.** You acknowledge that you have no reasonable expectation of privacy in any computer, technology system, email, handheld device, telephone, voicemail, or documents that are used to conduct the business of the Company. All information, data, and messages created, received, sent, or stored in these systems are, at all times, the property of the Company. As such, the Company has the right to audit and search all such items and systems, without further notice to me, to ensure that the Company is licensed to use the software on the Company's devices in compliance with the Company's software licensing policies, to ensure compliance with the Company's policies, and for any other business-related purposes in the Company's sole discretion. You understand that you are not permitted to add any unlicensed, unauthorized, or non-compliant applications to the Company's technology systems, including, without limitation, open source or free software not authorized by the Company, and that you shall refrain from copying unlicensed software onto the Company's technology systems or using non-licensed software or websites. You understand that it is your responsibility to comply with the Company's policies governing use of the Company's documents and the internet, email, telephone, and technology systems to which you will have access in connection with your employment.

(b) **Monitoring and Recording of Network Traffic.** You are aware that the Company has or may acquire software and systems that are capable of monitoring and recording all network traffic to and from any computer I may use. The Company reserves the right to access, review, copy, and delete any of the information, data, or messages accessed through these systems with or without notice to you and/or in your absence. This includes, but is not limited to, all e-mail messages sent or received, all website visits, all chat sessions, all news group activity (including groups visited, messages read, and postings by you), and all file transfers into and out of the Company's internal networks. The Company further reserves the right to retrieve previously deleted messages from e-mail or voicemail and monitor usage of the Internet, including websites visited and any information you have downloaded. In addition, the Company may review Internet and technology systems activity and analyze usage patterns, and may choose to publicize this data to assure that technology systems are devoted to legitimate business purposes.

8. **Miscellaneous Provisions.**

(a) **Notice.** Notices and all other communications contemplated by this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered or when mailed by U.S. registered or certified mail, return receipt requested and postage prepaid. In your case,



mailed notices shall be addressed to you at the home address that you most recently communicated to the Company in writing. In the case of the Company, mailed notices shall be addressed to its corporate headquarters, and all notices shall be directed to the attention of its Secretary.

(b) **Modifications and Waivers.** No provision of this Agreement shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by you and by an authorized officer of the Company (other than you). No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(c) **Whole Agreement.** No other agreements, representations or understandings (whether oral or written and whether express or implied) which are not expressly set forth in this Agreement have been made or entered into by either party with respect to the subject matter hereof. This Agreement, the Confidentiality Agreement and the Arbitration Agreement contain the entire understanding of the parties with respect to the subject matter hereof.

(d) **Withholding Taxes.** All payments made under this Agreement shall be subject to reduction to reflect taxes or other charges required to be withheld by law.

(e) **Choice of Law and Severability.** This Agreement shall be interpreted in accordance with the laws of the State in which you work/last worked without giving effect to provisions governing the choice of law. If any provision of this Agreement becomes or is deemed invalid, illegal or unenforceable in any applicable jurisdiction by reason of the scope, extent or duration of its coverage, then such provision shall be deemed amended to the minimum extent necessary to conform to applicable law so as to be valid and enforceable or, if such provision cannot be so amended without materially altering the intention of the parties, then such provision shall be stricken and the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is rendered illegal by any present or future statute, law, ordinance or regulation (collectively, the "Law") then that provision shall be curtailed or limited only to the minimum extent necessary to bring the provision into compliance with the Law. All the other terms and provisions of this Agreement shall continue in full force and effect without impairment or limitation.

(f) **No Assignment.** This Agreement and all of your rights and obligations hereunder are personal to you and may not be transferred or assigned by you at any time. The Company may assign its rights under this Agreement to any entity that assumes the Company's obligations hereunder in connection with any sale or transfer of all or a substantial portion of the Company's assets to such entity.

(g) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docuSign.com](http://www.docuSign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

We are all delighted to be able to extend you this offer and look forward to working with you. To indicate your acceptance of the Company's offer, please sign and date this letter in the space provided below and return it to me, along with a signed and dated original copy of the Confidentiality Agreement and Arbitration Agreement.



This Agreement, the Confidentiality Agreement and Arbitration Agreement shall be executed and returned to the Company.

Very truly yours,

**AEOLUS AIR CHARTER, INC.**

By: [REDACTED]

Name: 6/26/2021

ACCEPTED AND AGREED:

**Alberto Montero del Collado De la Rosa**

DocuSigned by:  
[REDACTED]  
D51487AB1CD146C...

June 25<sup>th</sup>, 2021

Date

Attachment A: Employee Invention Assignment and Confidentiality Agreement

Attachment B: Arbitration Agreement

#13

**ATTACHMENT A**  
**EMPLOYEE INVENTION ASSIGNMENT AND  
CONFIDENTIALITY AGREEMENT**

*(See Attached)*

**ATTACHMENT B**

**ARBITRATION AGREEMENT**

*(See Attached)*

#13

**Certificate Of Completion**

Envelope Id: [REDACTED] Status: Completed  
 Subject: Aplicar\_DocuSign\_a\_Aeolus\_-\_Offer\_Letter\_-\_A (1).pdf  
 Source Envelope:  
 Document Pages: 8 Signatures: 1 Envelope Originator:  
 Certificate Pages: 1 Initials: 0 Conner Jadwin  
 AutoNav: Enabled [REDACTED]  
 Envelope Stamping: Disabled IP Address: [REDACTED]  
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

**Record Tracking**

Status: Original Holder: Conner Jadwin Location: DocuSign  
 6/26/2021 3:45:39 PM [REDACTED]

**Signer Events**

Conner Jadwin [REDACTED]  
 Conner Jadwin [REDACTED]  
 Security Level: Email, Account Authentication (None)  
 Signature Adoption: Pre-selected Style  
 Using IP Address: [REDACTED]

Timestamp  
 Sent: 6/26/2021 3:45:40 PM  
 Viewed: 6/26/2021 3:45:56 PM  
 Signed: 6/26/2021 3:46:05 PM  
 Freeform Signing

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

**In Person Signer Events**

Signature

Timestamp

**Editor Delivery Events**

Status

Timestamp

**Agent Delivery Events**

Status

Timestamp

**Intermediary Delivery Events**

Status

Timestamp

**Certified Delivery Events**

Status

Timestamp

**Carbon Copy Events**

Status

Timestamp

**Witness Events**

Signature

Timestamp

**Notary Events**

Signature

Timestamp

**Envelope Summary Events**

Status

Timestamps

Envelope Sent Hashed/Encrypted 6/26/2021 3:45:40 PM  
 Certified Delivered Security Checked 6/26/2021 3:45:56 PM  
 Signing Complete Security Checked 6/26/2021 3:46:05 PM  
 Completed Security Checked 6/26/2021 3:46:05 PM

**Payment Events**

Status

Timestamps



Not marked complete

DATE	A/C TYPE	TIME ON	TIME OFF	TOTAL DUTY	REST HRS	PIC HRS	SIC HRS	Comm HRS	NITE HRS	IFR HRS	APP P/NP	HLD	DAY		NIGHT		Remarks	Reg	24H REST
													T	L	T	L			
1																			
2																			
3																			
4																			
5																			
6																			
7																			
8																			
9																			
10																			
11																			
12																			
13																			
14																			
15																			
16																			
17																			
18																			
19																			
20																			
21	CL60 N605TR	17:00	00:32	07:32	n/a	3.5	0.0	3.5	0.0	0.0	0/0	0	3	3	0	0	VNY - TRM - RNO - COE	91	
22																			
23																			
24																			
25																			
26																			
27																			
28																			
29																			
30																			
31																			
<b>MONTH TOTALS</b>						<b>3.5</b>	<b>0.0</b>	<b>3.5</b>	<b>0.0</b>	<b>0.0</b>	<b>0/0</b>	<b>0</b>	<b>3</b>	<b>3</b>	<b>0</b>	<b>0</b>		<b>1</b>	<b>0</b>