

Paperwork Reduction Act Statement: The information collected on this form is necessary to maintain aircraft registration. We estimate that it will take approximately 30 minutes to complete the form. Please note that an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. **Form Approved, OMB No. 2120-0729** "Comments concerning the accuracy of this burden and suggestions for reducing the burden should be directed to the FAA at: 800 Independence Avenue SW, Washington, DC 20591. ATTN: Information Collection Clearance Officer, AES-200."

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION AIRCRAFT REGISTRATION RENEWAL APPLICATION		<i>FAILURE TO RENEW REGISTRATION WILL RESULT IN CANCELLATION OF REGISTRATION AND REGISTRATION NUMBER ASSIGNMENT (See 14 C.F.R. §§ 47.15(i), 47.40 and 47.41)</i>	
AIRCRAFT REGISTRATION NUMBER N 2950		SERIAL NUMBER J-13	
MANUFACTURER GRUMMAN		MODEL G-73	
DATE OF ISSUANCE 06/17/1993		DATE OF EXPIRATION 10/31/2023	TYPE OF REGISTRATION INDIVIDUAL
ENTER REGISTERED OWNER(S) & ADDRESS FROM FAA FILE (Owner 1) <u>HAMILTON STEVEN T</u> (Owner 2) _____ Note: Enter any additional owner names on page two. (Address) <u>4970 ENERGY WAY</u> (Address) _____ City <u>RENO</u> State <u>NV</u> Zip <u>89502</u> Country <u>UNITED STATES</u> Physical Address: Required when mailing address is a P.O. Box or mail drop. (Address) _____ (Address) _____ City _____ State _____ Zip _____ Country _____		HELPFUL INFORMATION Review Aircraft Registration File Information for this aircraft at: http://registry.faa.gov/aircraftinquiry . Assistance may be obtained at our web page: http://registry.faa.gov/renewregistration , by e-mail at: faa.aircraft.registry@faa.gov , or by telephone at: (866) 762 - 9434 (toll free), or (405) 954 - 3116 When mailing fees , please use a check or money order made payable to the Federal Aviation Administration. Signature and Title Requirements for Common Registration Types: - Individual owner must sign, title would be "owner". - Partnership general partner signs showing "general partner" as title. - Corporation corporate officer or manager signs, showing full title. - Limited Liability Co authorized member, manager, or officer identified in the LLC organization document signs, showing full title. - Co-owner each co-owner must sign; showing "co-owner" as title. - Government authorized person must sign and show their full title. Note: All signatures must be in ink, or other permanent media. To correct entries: Draw a single line through error. Make correct entry in remaining space, or complete the form on-line. An application form will be rejected if any entry is covered by correction tape or similarly obscured.	
TO CANCEL THE REGISTRATION FOR THIS AIRCRAFT: CHECK All applicable block(s) below, <u>COMPLETE</u> , <u>SIGN</u> , <u>DATE</u> & <u>MAIL</u> this form with any fees to the: FAA Aircraft Registry, PO Box 25504, Oklahoma City, OK, 73125-0504, or by courier to: 6425 S Denning Rm. 118, Oklahoma City OK 73169-6937 <input type="checkbox"/> CANCELLATION OF REGISTRATION IS REQUESTED. <input type="checkbox"/> THE AIRCRAFT WAS SOLD TO: (Show purchaser's name and address.) _____ _____ _____ <input type="checkbox"/> THE AIRCRAFT IS DESTROYED OR SCRAPPED. <input type="checkbox"/> THE AIRCRAFT WAS EXPORTED TO: _____ <input type="checkbox"/> OTHER, Specify _____ <input type="checkbox"/> PLEASE RESERVE N-NUMBER IN THE OWNER'S NAME AND ADDRESS. The \$10 reservation fee is enclosed.			
SIGNATURE OF OWNER 1 (required field)	PRINTED NAME OF SIGNER (required field)	TITLE (required field)	DATE
Electronically Certified by Registered Owners			5/18/2020
SIGNATURE OF OWNER 2	PRINTED NAME OF SIGNER	TITLE	DATE

Use page 2 for additional signatures.

Fee paid: \$5 (202005181437041577NB)

Note: Twelve (12) owner names may be entered on this page. If you require more, enter the first 12 names and then print this page by pressing the 'Print Page 2' button below. Next click the 'Reset' button to clear the data fields (from page 2 only) to add more names. Repeat action as needed.

NAME OF OWNER		DATE
SIGNATURE	PRINTED NAME OF SIGNER	TITLE
NAME OF OWNER		DATE
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DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION AIRCRAFT REGISTRATION RENEWAL APPLICATION		<i>FAILURE TO RENEW REGISTRATION WILL RESULT IN CANCELLATION OF REGISTRATION AND REGISTRATION NUMBER ASSIGNMENT (See 14 C.F.R. §§ 47.15(i), 47.40 and 47.41)</i>	
AIRCRAFT REGISTRATION NUMBER N 2950		SERIAL NUMBER J-13	
MANUFACTURER GRUMMAN		MODEL G-73	
DATE OF ISSUANCE 06/17/1993		DATE OF EXPIRATION 10/31/2020	TYPE OF REGISTRATION INDIVIDUAL
ENTER REGISTERED OWNER(S) & ADDRESS FROM FAA FILE (Owner 1) <u>HAMILTON STEVEN T</u> (Owner 2) _____ Note: Enter any additional owner names on page two. (Address) <u>4970 ENERGY WAY</u> (Address) _____ City <u>RENO</u> State <u>NV</u> Zip <u>89502</u> Country <u>UNITED STATES</u> Physical Address: Required when mailing address is a P.O. Box or mail drop. (Address) _____ (Address) _____ City _____ State _____ Zip _____ Country _____ TO RENEW REGISTRATION: <u>REVIEW</u> aircraft registration information, <u>SELECT</u> the appropriate statement, <u>ENTER</u> any change in address in the spaces below, <u>SIGN</u> , <u>DATE</u> , & <u>SEND</u> form with the \$5 renewal fee to the: FAA Aircraft Registry, PO Box 25504, Oklahoma City OK 73125-0504, or by courier to: 6425 S Denning Rm 118, Oklahoma City OK 73169-6937 <input checked="" type="checkbox"/> I (WE) CERTIFY, THE NAME(S) AND ADDRESSES FROM THE FAA FILES FOR THE OWNER(S) OF THIS AIRCRAFT ARE CORRECT, OWNERSHIP MEETS CITIZENSHIP REQUIREMENTS OF 14 CFR §47.3, AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY. <input type="checkbox"/> UPDATE THE MAILING / PHYSICAL ADDRESS AS SHOWN BELOW. I (WE) CERTIFY THE: NAME(S) SHOWN ABOVE FOR THE OWNER(S) OF THIS AIRCRAFT IS CORRECT, OWNERSHIP MEETS THE CITIZENSHIP REQUIREMENTS OF 14 CFR §47.3, AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY. NEW MAILING ADDRESS _____ _____ _____ _____ NEW PHYSICAL ADDRESS: complete if physical address has changed, or the new mailing address is a PO Box or Mail Drop. _____ _____ _____		HELPFUL INFORMATION Review Aircraft Registration File Information for this aircraft at: http://registry.faa.gov/aircraftinquiry . Assistance may be obtained at our web page: http://registry.faa.gov/renewregistration , by e-mail at: faa.aircraft.registry@faa.gov , or by telephone at: (866) 762 - 9434 (toll free), or (405) 954 - 3116 When mailing fees , please use a check or money order made payable to the Federal Aviation Administration. Signature and Title Requirements for Common Registration Types: - Individual owner must sign, title would be "owner". - Partnership general partner signs showing "general partner" as title. - Corporation corporate officer or manager signs, showing full title. - Limited Liability Co authorized member, manager, or officer identified in the LLC organization document signs, showing full title. - Co-owner each co-owner must sign; showing "co-owner" as title. - Government authorized person must sign and show their full title. Note: All signatures must be in ink, or other permanent media. To correct entries: Draw a single line through error. Make correct entry in remaining space, or complete the form on-line. An application form will be rejected if any entry is covered by correction tape or similarly obscured.	
<input type="checkbox"/> CANCELLATION OF REGISTRATION IS REQUESTED. <input type="checkbox"/> THE AIRCRAFT WAS SOLD TO: (Show purchaser's name and address.) _____ _____ _____ <input type="checkbox"/> THE AIRCRAFT IS DESTROYED OR SCRAPPED. <input type="checkbox"/> THE AIRCRAFT WAS EXPORTED TO: _____ <input type="checkbox"/> OTHER, Specify _____ <input type="checkbox"/> PLEASE RESERVE N-NUMBER IN THE OWNER'S NAME AND ADDRESS. The \$10 reservation fee is enclosed.		TO CANCEL THE REGISTRATION FOR THIS AIRCRAFT: CHECK All applicable block(s) below, COMPLETE , SIGN , DATE & MAIL this form with any fees to the: FAA Aircraft Registry, PO Box 25504, Oklahoma City, OK, 73125-0504, or by courier to: 6425 S Denning Rm. 118, Oklahoma City OK 73169-6937	
SIGNATURE OF OWNER 1 (required field)	PRINTED NAME OF SIGNER (required field)	TITLE (required field)	DATE
Electronically Certified by Registered Owners			5/15/2017
SIGNATURE OF OWNER 2	PRINTED NAME OF SIGNER	TITLE	DATE

Use page 2 for additional signatures.

Fee paid: \$5 (201705151241303538NB)

Note: Twelve (12) owner names may be entered on this page. If you require more, enter the first 12 names and then print this page by pressing the 'Print Page 2' button below. Next click the 'Reset' button to clear the data fields (from page 2 only) to add more names. Repeat action as needed.

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MANUFACTURER GRUMMAN		MODEL G-73	
DATE OF ISSUANCE 06/17/1993		DATE OF EXPIRATION 10/31/2017	TYPE OF REGISTRATION INDIVIDUAL
ENTER REGISTERED OWNER(S) & ADDRESS FROM FAA FILE (Owner 1) <u>HAMILTON STEVEN T</u> (Owner 2) _____ Note: Enter any additional owner names on page two. (Address) <u>4970 ENERGY WAY</u> (Address) _____ City <u>RENO</u> State <u>NV</u> Zip <u>89502</u> Country <u>UNITED STATES</u> Physical Address: Required when mailing address is a P.O. Box or mail drop. (Address) _____ (Address) _____ City _____ State _____ Zip _____ Country _____		HELPFUL INFORMATION Review Aircraft Registration File Information for this aircraft at: http://registry.faa.gov/aircraftinquiry . Assistance may be obtained at our web page: http://registry.faa.gov/renewregistration , by e-mail at: faa.aircraft.registry@faa.gov , or by telephone at: (866) 762 - 9434 (toll free), or (405) 954 - 3116 When mailing fees , please use a check or money order made payable to the Federal Aviation Administration. Signature and Title Requirements for Common Registration Types: - Individual owner must sign, title would be "owner". - Partnership general partner signs showing "general partner" as title. - Corporation corporate officer or manager signs, showing full title. - Limited Liability Co authorized member, manager, or officer identified in the LLC organization document signs, showing full title. - Co-owner each co-owner must sign; showing "co-owner" as title. - Government authorized person must sign and show their full title. Note: All signatures must be in ink, or other permanent media. To correct entries: Draw a single line through error. Make correct entry in remaining space, or complete the form on-line. An application form will be rejected if any entry is covered by correction tape or similarly obscured.	
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SIGNATURE OF OWNER 1 (required field)	PRINTED NAME OF SIGNER (required field)	TITLE (required field)	DATE
Electronically Certified by Registered Owners			5/15/2014
SIGNATURE OF OWNER 2	PRINTED NAME OF SIGNER	TITLE	DATE

Use page 2 for additional signatures.

Fee paid: \$5 (201405151405149230NB)

Paperwork Reduction Act Statement: The information collected on this form is necessary to obtain aircraft re-registration. We estimate that it will take approximately 30 minutes to complete the form. Please note that any agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. **Form Approved, OMB No. 2120-0729**
"Comments concerning the accuracy of this burden and suggestions for reducing the burden should be directed to the FAA at: 800 Independence Avenue SW, Washington, DC 20591. ATTN: Information Collection Clearance Officer, AES-200"

**DEPARTMENT OF TRANSPORTATION-FEDERAL AVIATION ADMINISTRATION
AIRCRAFT RE-REGISTRATION APPLICATION**

**FAILURE TO RE-REGISTER WILL RESULT
IN CANCELLATION OF REGISTRATION
AND REGISTRATION NUMBER ASSIGNMENT**
(See 14 C.F.R. §§ 47.15(i), 47.40 and 47.41)

AIRCRAFT REGISTRATION NUMBER N 295D		SERIAL NUMBER 513	
MANUFACTURER GRUMMAN		MODEL G73	
DATE OF ISSUANCE 6/17/1993	DATE OF EXPIRATION 12/31/2011	TYPE OF REGISTRATION INDIVIDUAL	

NAME AND MAILING ADDRESS OF REGISTERED OWNER
(If individual, give last name, first name and middle initial)

(Owner 1) STEVEN T. HAMILTON

(Owner 2) _____

Note: Enter any additional owner names on page two of this document.

(Address) 4970 ENERGY WAY

(Address) _____

City RENO State NV Zip 89502

Country _____

PHYSICAL ADDRESS (REQUIRED WHEN MAILING ADDRESS IS A P.O. BOX OR MAIL DROP)

(Address) _____

(Address) _____

City _____ State _____ Zip _____

Country _____

INFORMATION FOR COMPLETION

Additional information may be obtained at our web page <http://registry.faa.gov/renewregistration> or by phone at 866-762-9434.

Aircraft Registration Information may be reviewed at : <http://registry.faa.gov/aircraftinquiry>

Please pay fees with a check or money order payable to the Federal Aviation Administration.

Signature Requirements for Listed Registration Types:

- Individual owner must sign.
- Partnership a general partner must sign.
- Corporation a corporate officer or managing official must sign.
- Limited Liability Co. a member, manager, or officer who is authorized to manage the LLC must sign.
- Co-owner each co-owner must sign, continuing as necessary, on page number two.
- Government any authorized person may sign.

Note: All signatures must be in ink.

TO RE-REGISTER AIRCRAFT: REVIEW REGISTRATION INFORMATION, ENTER CORRECTIONS IN BLANKS PROVIDED, CHECK APPLICABLE BLOCK BELOW, SIGN, DATE, & MAIL WITH THE \$5 FEE, To: The FAA Aircraft Registration Branch, PO Box 25504, Oklahoma City, OK, 73125-0504.

I (WE) CERTIFY THE: NAME(S) AND MAILING ADDRESS SHOWN ABOVE FOR THE OWNER(S) OF THIS AIRCRAFT ARE CORRECT, OWNERSHIP MEETS CITIZENSHIP REQUIREMENTS OF 14 CFR §47.3, AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY.

UPDATE THE MAILING / PHYSICAL ADDRESS AS SHOWN BELOW. I (WE) CERTIFY THE: NAME(S) SHOWN ABOVE FOR THE OWNER(S) OF THIS AIRCRAFT IS CORRECT, OWNERSHIP MEETS THE CITIZENSHIP REQUIREMENTS OF 14 CFR §47.3, AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY.

MAILING ADDRESS _____

PHYSICAL ADDRESS: COMPLETE IF PHYSICAL ADDRESS HAS CHANGED, OR NEW MAILING ADDRESS IS A PO BOX OR MAIL DROP.

TO CANCEL THE REGISTRATION FOR THIS AIRCRAFT: THE LAST REGISTERED OWNER MUST: MARK THE APPLICABLE BLOCK(S), COMPLETE, SIGN, DATE & Mail with any fees to: The FAA Aircraft Registration Branch, PO Box 25504, Oklahoma City, OK, 73125-0504.

CANCELLATION OF REGISTRATION IS REQUESTED FOR THE REASON MARKED BELOW,

1. THE AIRCRAFT WAS SOLD TO:
(Show purchaser's name and address)

2. THE AIRCRAFT IS DESTROYED OR SCRAPPED.

3. THE AIRCRAFT WAS EXPORTED TO:

4. OTHER, Specify _____

UPON CANCELLATION, PLEASE RESERVE THE N-NUMBER IN OWNERS' NAME. The \$10 check or money order for the N-number reservation fee is enclosed.

SIGNATURE OF OWNER 1 	PRINTED NAME OF SIGNER STEVEN T. HAMILTON	TITLE OWNER	DATE 9/30/11
SIGNATURE OF OWNER 2	PRINTED NAME OF SIGNER	TITLE	DATE

Note: Twelve (12) owner names may be entered on this page. If you require more, enter the first 12 names and then print this page by pressing the 'Print Page 2' button below. Next click the 'Reset' button to clear the data fields (from page 2 only) to add more names. Repeat action as needed.

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NAME OF OWNER		DATE:
SIGNATURE	PRINTED NAME OF SIGNER	TITLE:

OKLAHOMA CITY
 OKLAHOMA
 2011 OCT 4 PM 11 53
 FILED WITH FAA
 AIRCRAFT REGISTRATION BR

DOCUMENT LEVEL ANNOTATIONS

receipt #112021417148 \$5 7/21/11
re-reg app doc #6648 ffr 9/6/11

56-1
0 0 0 0 0 0 0 7 NUMBER CHANGED TO 2950
DATE MAR 14 1998

ASSIGNMENT OF SPECIAL REGISTRATION NUMBERS

Special Registration Number
N 2950
Present Registration Number
N 2442H

Aircraft Make and Model

GRUHMAN

Serial Number

J-13

Issue Date:

ICAO AIRCRAFT ADDRESS CODE
FOR N2950 = 50605145

FEBRUARY 19, 1998

This is your authority to change the United States registration number on the above described aircraft to the special registration number shown.

HAMILTON STEVEN T
4970 ENERGY WAY
RENO NV 89502

Carry duplicate of this form in the aircraft together with the old registration certificate as interim authority to operate the aircraft pending receipt of revised certificate of registration. Obtain a revised certificate of airworthiness from your nearest Flight Standards District Office.

The latest FAA Form 8130-6, Application For Airworthiness on file is dated:

MAY 30, 1990
The airworthiness classification and category:

STD TRANSP

INSTRUCTIONS:

SIGN AND RETURN THE ORIGINAL of this form to the Civil Aviation Registry, AFS-750, within 5 days after the special registration number is affixed on the aircraft. A revised certificate will then be issued. This authority is valid for 90 days from the issue date.

The authority to use the special number expires:

FEBRUARY 19, 1999

CERTIFICATION: I certify that the special registration number was placed on the aircraft described above.

RETURN FORM TO:

Civil Aviation Registry, AFS-750
P.O. Box 25504
Oklahoma City, Oklahoma 73125-0504

Signature of Owner:

Title of Owner:

"owner"

Date Placed on Aircraft:

2/26/98

FILED WITH FAA
AIRCRAFT REGISTRATION BR

'98 MAR 2 AM 9 43

OKLAHOMA CITY
OKLAHOMA

NEW YORK
NEW YORK
NEW YORK

OKLAHOMA
OKLAHOMA
OKLAHOMA

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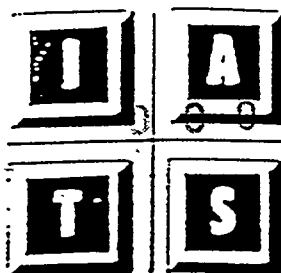
1-1

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510

55-1



Insured Aircraft Title Service, Inc.

P.O. Box 15577 • Oklahoma City, Oklahoma 73115 • TEL: 405-457-4443
FAX: 405-457-5755

FEDERAL AVIATION ADMINISTRATION
CENTRAL RECORDS DIVISION
OKLAHOMA CITY, OKLAHOMA

DATE: Feb. 3, 1998

(-64) 2950
2442H
16 FEB 19 1998

Gentlemen:
Please reserve N _____ in NAME ONLY for: _____

Please reserve N 2950 for assignment to the following aircraft:

Current N#	Make	Model	Serial #
<u>2442H</u>	<u>Grumman</u>	<u>G-73</u>	<u>J13</u>

Which is (1) being purchased by: _____ or (2) is registered to: KXX =

Steven Hamilton
4970 Energy Way
Reno, NV 89502

Payment of the required \$10 fee per number to reserve it for one year is attached. If the preferred N number is not available, please contact the undersigned for a selection of a new number.

Please send the letter of ~~confirmation~~ ^{form #8050-101} for the reserved number to Insured Aircraft Title Service in the P.D. Room.

ADDITIONAL INFORMATION: _____

REQUESTED BY: Meri Brents

Serving the Aviation Financial Community for over 30 years


980341110371
\$ 10.00 02/03/1998

FILED NINE
AIRCRAFT REGISTRATION
98 FEB 3 PM 11 05
OKLAHOMA CITY
OKLAHOMA

APR 1988
OVERSEAS

FORM APPROVED
OMB No. 2120-0042

0 3 7 2
CERT. ISSUE DATE
541
06 17 93
FOR FAA USE ONLY

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION BUREAU OF AERONAUTICS AIRCRAFT REGISTRATION APPLICATION			
UNITED STATES REGISTRATION NUMBER N 2442 H			
AIRCRAFT MANUFACTURER & MODEL GRUMMAN G73			
AIRCRAFT SERIAL No. J 13			
TYPE OF REGISTRATION (check one box) <input checked="" type="checkbox"/> 1. Individual <input type="checkbox"/> 2. Partnership <input type="checkbox"/> 3. Corporation <input type="checkbox"/> 4. Co-owner <input type="checkbox"/> 5. Gov't. <input type="checkbox"/> 6. Non-Citizen Corporation			
NAME OF APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.) STEVEN T. HAMILTON 4970 ENERGY WAY RENO NV 89502			
TELEPHONE NUMBER (800) 648 5950 X232			
ADDRESS (Permanent mailing address for first applicant listed) Number and street: SAME AS ABOVE			
Rural Route: _____ P.O. Box: _____ CITY: _____ STATE: _____ ZIP CODE: _____			
<input type="checkbox"/> CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS ATTENTION! Read the following statement before signing this application. This portion MUST be completed. A false or dishonest answer to any question in this application may be grounds for punishment by fine and/or imprisonment (U.S. Code, Title 18, Sec. 1001).			
CERTIFICATION			
I/WE CERTIFY: (1) That the above aircraft is owned by the undersigned applicant, who is a citizen (including corporations) of the United States. (For voting trust, give name of trustee: _____), or: CHECK ONE AS APPROPRIATE: a. <input type="checkbox"/> A resident alien, with alien registration (Form 1-551 or Form 1-551) No. _____ b. <input type="checkbox"/> A non-citizen corporation organized and doing business under the laws of (State) _____ and said aircraft is based and primarily used in the United States. Hours of flight hours are available for inspection at _____ (2) That the aircraft is not registered under the laws of any foreign country; and (3) That legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.			
NOTE: If executed for co-ownership all applicants must sign. Use reverse side if necessary.			
TYPE OR PRINT NAME BELOW SIGNATURE			
EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.	SIGNATURE 	TITLE OWNER	DATE 4/23/93
	SIGNATURE	TITLE	DATE
	SIGNATURE	TITLE	DATE
NOTE: Pending receipt of the Certificate of Aircraft Registration, the aircraft may be operated for a period not in excess of 90 days, during which time the PDK copy of this application must be carried in the aircraft.			

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FAA AIRCRAFT REGISTRY
OKLAHOMA CITY
93 APR 29 AM 11 21
AIRCRAFT REGISTRY
FILED WITH FAA
CONVYANCE

OKLAHOMA CITY
93 APR 29 AM 11 21
AIRCRAFT REGISTRY
FILED WITH FAA
CONVYANCE

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
AIRCRAFT BILL OF SALE

FORM APPROVED
OMB NO. 2120-0042

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FOR AND IN CONSIDERATION OF \$ THE
UNDERSIGNED OWNER(S) OF THE FULL LEGAL
AND BENEFICIAL TITLE OF THE AIRCRAFT DES-
CRIBED AS FOLLOWS:

UNITED STATES
REGISTRATION NUMBER: **N 2442H**
AIRCRAFT MANUFACTURER & MODEL
Grumman G73
AIRCRAFT SERIAL No. **J13**

**CONVEYANCE
RECORDED**

DOES THIS **26** DAY OF **Jan** 19**93**
HEREBY SELL, GRANT, TRANSFER AND
DELIVER ALL RIGHTS, TITLE, AND INTERESTS
IN AND TO SUCH AIRCRAFT UNTO:

17 3 42 PM '93

Do Not Write In This Block
**FEDERAL AVIATION
ADMINISTRATION**

PURCHASER
NAME AND ADDRESS
(IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL)
**Steven T Hamilton
4970 Energy Way
Reno, NV 89502**

DEALER CERTIFICATE NUMBER

AND TO EXECUTORS, ADMINISTRATORS, AND ASSIGNS TO HAVE AND TO HOLD
SINGULARLY THE SAID AIRCRAFT FOREVER, AND WARRANTS THE TITLE THEREOF.

IN TESTIMONY WHEREOF HAVE SET HAND AND SEAL THIS DAY OF 19

SELLER	NAME (S) OF SELLER (TYPE OR PRINTED)	SIGNATURE (IN INK) OF SELLER FOR CONVEYANCE OF TITLE	TITLE (TYPE OR PRINTED)
		ERICKSON Group	<i>[Signature]</i>
		Steven J. Thomas	

ACKNOWLEDGMENT (NOT REQUIRED FOR PURPOSES OF FAA RECORDING; HOWEVER, MAY BE REQUIRED BY LOCAL LAW FOR VALIDITY OF THE INSTRUMENT.)

ORIGINAL: TO FAA

REGSTR CD 5.00
6972 001 4/29/93

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14888

COMMERCIAL

REGISTRATION

OKLAHOMA

OKLAHOMA CITY OKLAHOMA
 93 APR 29 AM 11 21 OKLAHOMA CITY
 AIRCRAFT REGISTRY 93 APR 20 AM 8 55
 FILED WITH FAA
 CONVEYANCE
 FILED WITH FAA
 AIRCRAFT REGISTRY
 CONVEYANCE

FORM APPROVED
OMB No. 7120-0042

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRCRAFT REGISTRATION APPLICATION

UNITED STATES
REGISTRATION NUMBER **N 2442H**

AIRCRAFT MANUFACTURER & MODEL
Grumman G73

AIRCRAFT SERIAL No.
J13

0 1714
CERT. ISSUE DATE
52-1
DEC 08 '92
FOR FAA USE ONLY

TYPE OF REGISTRATION (Check one box)
 1. Individual 2. Partnership 3. Corporation 4. Co-owner 5. Govt. 6. Non-Citizen Corporation

NAME OF APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.)
Erickson Group LTD

TELEPHONE NUMBER ()
ADDRESS (Permanent mailing address for first applicant listed)
Number and street **215 W 12th St Suite 101**
Rural Route
CITY **Vancouver** STATE **Washington** P.O. Box
ZIP CODE **98660**

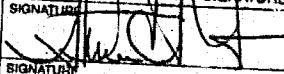
CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS
ATTENTION! Read the following statement before signing this application.
This portion MUST be completed.
A false or dishonest answer to any question in this application may be grounds for punishment by law and/or imprisonment (U.S. Code, Title 18, Sec. 1001).

CERTIFICATION

- I WE CERTIFY:
- (1) That the above aircraft is owned by the undersigned applicant, who is a citizen (including corporations) of the United States.
(For voting trust, give name of trustee)
CHECK ONE AS APPROPRIATE:
a. A resident alien, with alien registration (Form 1-151 or Form 1-251) No. _____
b. A non-citizen corporation organized and doing business under the laws of (state) _____ and said aircraft is based and primarily used in the United States. Records or flight hours are available for inspection at _____
 - (2) That the aircraft is not registered under the laws of any foreign country; and
 - (3) That legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.

NOTE: If executed for co-ownership all applicants must sign. Use reverse side if necessary.

TYPE OR PRINT NAME BELOW SIGNATURE

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.	SIGNATURE 	TITLE President	DATE 11-10-92
	SIGNATURE	TITLE	DATE
	SIGNATURE	TITLE	DATE

NOTE: Pending receipt of the Certificate of Aircraft Registration, the aircraft may be operated for a period not in excess of 90 days, during which time the PHOT copy of this application must be carried in the aircraft.

52

OKLAHOMA CITY
OKLAHOMA
7 32 PM 17 DEC 92
FAA AIRCRAFT REGISTRY
OKLAHOMA CITY
OKLAHOMA

FORM APPROVED
 OMB NO. 2120-0042

011713
 51-7

UNITED STATES OF AMERICA
 DEPARTMENT OF TRANSPORTATION
AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF \$ THE
 UNDERSIGNED OWNER(S) OF THE FULL LEGAL
 AND BENEFICIAL TITLE OF THE AIRCRAFT DES-
 CRIBED AS FOLLOWS:

UNITED STATES
 REGISTRATION NUMBER **N 24424**
 AIRCRAFT MANUFACTURER & MODEL
GERMANN 673

U.S. 4000

AIRCRAFT SERIAL No. **J 13**

CONVIYANCE
 RECORDED

DOES THIS **1st** DAY OF **NOV** 19**92**
 HEREBY SELL, GRANT, TRANSFER AND
 DELIVER ALL RIGHTS, TITLE, AND INTERESTS
 IN AND TO SUCH AIRCRAFT UNTO:

33 AM '92 Write In This Block
 FOR FAA USE ONLY

NAME AND ADDRESS
(IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND INITIAL(S))
**FEDERAL AVIATION
 ERICKSON GROUP LTD
 215 W 12TH ST. SUITE 101
 VANCOUVER, WA 98660** *TEG*

DEALER CERTIFICATE NUMBER
 AND TO EXECUTORS, ADMINISTRATORS, AND ASSIGNS TO HAVE AND TO HOLD
 SINGULARLY THE SAID AIRCRAFT FOREVER, AND WARRANTS THE TITLE THEREOF.

IN TESTIMONY WHEREOF HAVE SET HAND AND SEAL THIS DAY OF 19

SELLER	NAME (S) OF SELLER <small>(TYPED OR PRINTED)</small>	SIGNATURE (S) <small>(IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)</small>	TITLE <small>(TYPED OR PRINTED)</small>
		STEVEN T. HAMILTON	<i>Steven T. Hamilton</i>

RECEIVED \$ 5.00
 3000-001 11/17/92

ACKNOWLEDGMENT (NOT REQUIRED FOR PURPOSES OF FAA RECORDING; HOWEVER, MAY BE REQUIRED BY LOCAL LAW FOR VALIDITY OF THE INSTRUMENT.)

ORIGINAL TO FAA

51

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
NOV 17 1992
OKLAHOMA CITY
OKLAHOMA

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION-MIKE MONROE AERONAUTICAL CENTER AIRCRAFT REGISTRATION APPLICATION		0 1 1 8 7 4
UNITED STATES REGISTRATION NUMBER N 2442H		CERT. ISSUE DATE 50-1
AIRCRAFT MANUFACTURER & MODEL Grumman G-73		NOV 6 1992
AIRCRAFT SERIAL No. J-13		
FOR FAA USE ONLY		

TYPE OF REGISTRATION (Check one box)
 1. Individual 2. Partnership 3. Corporation 4. Co-owner 5. Govt. 8. Non-Citizen Corporation

NAME OF APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.)

STEVE HAMILTON

TELEPHONE NUMBER: (800 648-5950

ADDRESS (Permanent mailing address for first applicant listed.)

7020 Franktown Road

Number and street:

Rural Route:

P.O. Box:

CITY

STATE

ZIP CODE

Carson City

Nevada

89704

CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS
**ATTENTION! Read the following statement before signing this application.
 This portion MUST be completed.**

A false or dishonest answer to any question in this application may be grounds for punishment by fine and/or imprisonment (U.S. Code, Title 18, Sec. 1001).

CERTIFICATION

I/WE CERTIFY:

(1) That the above aircraft is owned by the undersigned applicant, who is a citizen (including corporations) of the United States.

(For voting trust, give name of trustee: _____), or:

CHECK ONE AS APPROPRIATE:

- a. A resident alien, with alien registration (Form 1-151 or Form 1-551) No. _____
- b. A non-citizen corporation organized and doing business under the laws of (state) _____ and said aircraft is based and primarily used in the United States. Records of flight hours are available for inspection at _____.

(2) That the aircraft is not registered under the laws of any foreign country; and
 (3) That legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.

NOTE: If executed for co-ownership all applicants must sign. Use reverse side if necessary.

TYPE OR PRINT NAME BELOW SIGNATURE

SIGNED IN ERROR SH

EACH PART OF THIS APPLICATION MUST BE SIGNED IN FULL	SIGNATURE	TITLE	DATE
	SIGNATURE	TITLE	DATE
	SIGNATURE	TITLE	DATE

NOTE: Pending receipt of the Certificate of Aircraft Registration, the aircraft may be operated for a period not in excess of 90 days, during which time the PINK copy of this application must be carried in the aircraft.

50

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
OCT 21 PM 12 54
OKLAHOMA CITY
OKLAHOMA

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
SEP 10 3 22 PM '92
OKLAHOMA CITY
OKLAHOMA

UNITED STATES OF AMERICA
 DEPARTMENT OF TRANSPORTATION

49-1
 FORM APPROVED
 OMB NO. 2120-0042
 0 0 1 8 7 3

AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF \$ 10,000.00
 UNDERSIGNED OWNER(S) OF THE FULL LEGAL
 AND BENEFICIAL TITLE OF THE AIRCRAFT DE-
 SCRIBED AS FOLLOWS:

UNITED STATES
 REGISTRATION NUMBER **N** 2442H
 AIRCRAFT MANUFACTURER & MODEL
 Grumman G-73
 AIRCRAFT SERIAL No. J-13

J 7 1 6 5 8

DOES THIS 28 DAY OF AUGUST 1992
 HEREBY SELL, GRANT, TRANSFER AND
 DELIVER ALL RIGHTS, TITLE, AND INTERESTS
 IN AND TO SUCH AIRCRAFT UNTO:

CONVEYANCE
 RECEIVED

NOV 6 9 30 AM This Block
 FOR RECORD

NAME AND ADDRESS
 (IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL)

FEDERAL AVIATION
 ADMINISTRATION

PURCHASER

Steve Hamilton
 7020 Franktown Road
 Carson City, Nevada 89704

DEALER CERTIFICATE NUMBER

AND TO EXECUTORS, ADMINISTRATORS, AND ASSIGNS TO HAVE AND TO HOLD
 SINGULARLY THE SAID AIRCRAFT FOREVER, AND WARRANTS THE TITLE THEREOF.

IN TESTIMONY WHEREOF HAVE SET HAND AND SEAL THIS DAY OF 19

SELLER	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
		Amphibian Parts, Inc	<i>Dean H. Hamilton</i>

ACKNOWLEDGMENT (NOT REQUIRED FOR PURPOSES OF FAA RECORDING; HOWEVER, MAY BE REQUIRED
 BY LOCAL LAW FOR VALIDITY OF THE INSTRUMENT.)

ORIGINAL: TO FAA

REGSTR CD 5.00
 1928 001 9/10/92

49

CONVANCE
FILED IN
AIRCRAFT REGISTRY
SEP 10 3 22 PM '92
OKLAHOMA CITY
OKLAHOMA

AERIAL PHOTOGRAPHY
CAMERA NO. 1N DATE: 10-21-92

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22-1

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

L 66425

THIS FORM SERVES TWO PURPOSES
PART I acknowledges the recording of a security conveyance covering the collateral shown.
PART II is a suggested form of release which may be used to release the collateral from the terms of the conveyance.

CONVEYANCE
RECORDED

SEP 29 8 50 AM '92

FEDERAL
AVIATION
ADMINISTRATION

PART I - CONVEYANCE RECORDATION NOTICE

NAME (last name first) OF DEBTOR
Carpenter Air Inc.

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE
*Aircraft Acquisition of America
P.O. Box 48
Thomasmole, PA 17364*

NAME OF SECURED PARTY/ASSIGNEE (if assigned)

Do Not Write In This Block
FOR FAA USE ONLY

FAA REGISTRATION NUMBER	AIRCRAFT SERIAL NUMBER	AIRCRAFT MFR. (BUILDER) and MODEL
<i>4347E</i>	<i>38-78A0570</i>	<i>Boer PA-38-112</i>

ENGINE MFR. and MODEL	ENGINE SERIAL NUMBER(S)

PROPELLER MFR. and MODEL	PROPELLER SERIAL NUMBER(S)

SEE RECORDED
CONVEYANCE
NUMBER *A15651*
FICHE *R-1* PAGE # *10-1*

THE SECURITY CONVEYANCE DATED *1-5-84* COVERING THE ABOVE COLLATERAL WAS RECORDED IN THE FAA AIRCRAFT REGISTRY ON *2-27-84* AS CONVEYANCE NUMBER *A15651*

Karen D. Smith
FAA CONVEYANCE EXAMINER

PART II - RELEASE - (This suggested release form may be executed by the security holder and returned to the FAA Aircraft Registry when the terms of the conveyance have been satisfied. See below for additional information.)

THE UNDERSIGNED HEREBY CERTIFIES AND ACKNOWLEDGES THAT HE IS THE TRUE AND LEGAL HOLDER OF THE NOTE OR OTHER EVIDENCE OF INDEBTEDNESS SECURED BY THE CONVEYANCE REFERRED TO HEREIN ON THE ABOVE-DESCRIBED COLLATERAL AND THAT THE SAME COLLATERAL IS HEREBY RELEASED FROM THE TERMS OF THE CONVEYANCE. ANY TITLE RETAINED IN THE COLLATERAL BY THE CONVEYANCE IS HEREBY SOLD, GRANTED, TRANSFERRED, AND ASSIGNED TO THE PARTY WHO EXECUTED THE CONVEYANCE, OR TO THE ASSIGNEE OF SAID PARTY IF THE CONVEYANCE SHALL HAVE BEEN ASSIGNED; PROVIDED, THAT NO EXPRESS WARRANTY IS GIVEN NOR IMPLIED BY REASON OF EXECUTION OR DELIVERY OF THIS RELEASE.

This form is only intended to be a suggested form of release, which meets the recording requirements of the Federal Aviation Act of 1958, and the regulations issued thereunder. In addition to these requirements, the form used by the security holder should be drafted in accordance with the pertinent provisions of local statutes and other applicable federal statutes. This form may be reproduced. There is no fee for recording a release. Send to FAA Aircraft Registry, P.O. Box 25504, Oklahoma City, Oklahoma 73125.

DATE OF RELEASE: *July 25 1991*

AIRCRAFT: *A.C. Smith (10) P.F. America*
(Name of security holder)

SIGNATURE (in ink) *[Signature]*

TITLE *[Signature]*

(A person signing for a corporation must be a corporate officer or hold a managerial position and must show his title. A person signing for another should see Parts 47 and 49 of the Federal Aviation Regulations (14 CFR).

ACKNOWLEDGEMENT (If Required By Applicable Local Law):

AC Form 8050-41 (7-83) (0053-00-543-9001)

18388

RECORDED
COMMUNICATED

SEP 25 8 50 AM '92

FAA
KANSAS CITY
COMMUNICATIONS

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DATE OF RELEASE: 10/21/92

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

EXCEPT WHERE SHOWN OTHERWISE

DATE OF REVIEW: 10/21/92

BY: [Signature]

REASON FOR REVIEW: [illegible]

APPROVED FOR RELEASE: [illegible]

FILED IN: [illegible]

OKLAHOMA CITY

SEP 16 8 23 AM '92

FILED IN: [illegible]

COMMUNICATIONS SECTION

FAA

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

21-1
C 66424

THIS FORM SERVES TWO PURPOSES

PART I acknowledges the recording of a security conveyance covering the collateral shown.
PART II is a suggested form of release which may be used to release the collateral from the terms of the conveyance.

PART I - CONVEYANCE RECORDATION NOTICE

NAME (last name first) OF DEBTOR

Carpenter Air Inc.

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE

Aircraft Acquisition of America
P.O. Box 48
Thomasville, PA 17364

NAME OF SECURED PARTY ASSIGNEE (if assigned)

CONVEYANCE
RECORDED

SEP 29 8 50 AM '92

FEDERAL
AVIATION
ADMINISTRATION

Do Not Write In This Block
FOR FAA USE ONLY

FAA REGISTRATION NUMBER

AIRCRAFT SERIAL NUMBER

AIRCRAFT MFR. (BUILDER) and MODEL

4347E

38-78A0570

Piper PA-38-112

ENGINE MFR. and MODEL

ENGINE SERIAL NUMBER(S)

PROPELLER MFR. and MODEL

PROPELLER SERIAL NUMBER(S)

SEE RECORDED
CONVEYANCE
NUMBER D45989
FICHE # 8-1 PAGE # 9-1

THE SECURITY CONVEYANCE DATED 10-21-81 COVERING THE ABOVE COLLATERAL WAS ORDERED BY THE FAA AIRCRAFT REGISTRY ON 1-14-92 AS CONVEYANCE NUMBER D45989

Karen Dittie
FAA COLLECTOR AND EXAMINER

PART II - RELEASE - (This suggested release form may be executed by the secured party and returned to the FAA Aircraft Registry when terms of the conveyance have been satisfied. See below for additional information.)

THE UNDERSIGNED HEREBY CERTIFIES AND ACKNOWLEDGES THAT HE IS THE TRUE AND LAWFUL HOLDER OF THE NOTE OR OTHER EVIDENCE OF INDEBTEDNESS SECURED BY THE CONVEYANCE REFERRED TO HEREIN ON THE ABOVE-DESCRIBED COLLATERAL AND THAT THE SAME COLLATERAL IS HEREBY RELEASED FROM THE TERMS OF THE CONVEYANCE. ANY TITLE RETAINED IN THE COLLATERAL BY THE CONVEYANCE IS HEREBY SOLD, GRANTED, TRANSFERRED, AND ASSIGNED TO THE PARTY WHO EXECUTED THE CONVEYANCE, OR TO THE ASSIGNEE OF SAID PARTY IF THE CONVEYANCE SHALL HAVE BEEN ASSIGNED. PROVIDED, THAT NO EXPRESS WARRANTY IS GIVEN NOR IMPLIED BY REASON OF EXECUTION OR DELIVERY OF THIS RELEASE.

This form is only intended to be a suggested form of release, which meets the recording requirements of the Federal Aviation Act of 1958, and the regulations issued thereunder. In addition to these requirements, the form used by the security holder should be drafted in accordance with the pertinent provisions of local statutes and other applicable federal statutes. This form may be reproduced. There is no fee for recording a release. Send to FAA Aircraft Registry, P.O. Box 25504, Oklahoma City, Oklahoma 73125.

DATE OF RELEASE: July 25, 1991

Aircraft of America
(Name of security holder)

SIGNATURE (in ink)

TITLE

(A person signing for a corporation must be a corporate officer or hold a managerial position and must show his title. A person signing for another should see Parts 47 and 49 of the Federal Aviation Regulations (14 CFR).)

ACKNOWLEDGEMENT (If Required By Applicable Local Law):

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NOTATION

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DATE OF MESSAGE: 10-21-92

TO: [illegible]

FROM: [illegible]

STATION: [illegible]

TYPE: [illegible]

(A message is being sent to a station and is a message)

the number of messages sent to the station is [illegible]

OKLAHOMA CITY

5616 8 21 M 92

FILED IN FAA

CONVANGAGE

AIRCRAFT REGISTRY

20-1

DEPARTMENT OF TRANSPORTATION 40000
 FEDERAL AVIATION ADMINISTRATION

L 66423

THIS FORM SERVES TWO PURPOSES
 PART I acknowledges the recording of a security conveyance covering the collateral shown.
 PART II is a suggested form of release which may be used to release the collateral from the terms of the conveyance.

PART I - CONVEYANCE RECORDATION NOTICE

NAME (last name first) OF DEBTOR
 Biesler, Robert H.

CONVEYANCE RECORDED
 SEP 29 8 30 AM '92

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE
 Aircraft Acquisition of America
 P.O. Box 48
 Thomasville, PA 17364

NAME OF SECURED PARTY'S ASSIGNOR (if any)

Do Not Write In This Block FOR FAA USE ONLY

FAA REGISTRATION NUMBER	AIRCRAFT SERIAL NUMBER	AIRCRAFT MFR. (BUILDER) and MODEL
4347E	38-78A0570	Piper PA-38-112

ENGINE MFR. and MODEL	ENGINE SERIAL NUMBER(S)

SEE RECORDED CONVEYANCE NUMBER V53283 FICHE # 21 PAGE # 6-1

PROPELLER MFR. and MODEL	PROPELLER SERIAL NUMBER(S)

THE SECURITY CONVEYANCE DATED 8-7-91 COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REGISTRY ON 9-21-91 AS CONVEYANCE NUMBER V53283
 Karen D. [Signature]
 FAA CONVEYANCE EXAMINER

PART II - RELEASE - (This suggested release form may be executed by the secured party and returned to FAA Aircraft Registry when terms of the conveyance have been satisfied. See below for additional information.)

THE UNDERSIGNED HEREBY CERTIFIES AND ACKNOWLEDGES THAT HE IS THE TRUE AND LAWFUL HOLDER OF THE NOTE OR OTHER EVIDENCE OF INDEBTEDNESS SECURED BY THE CONVEYANCE REFERRED TO HEREIN ON THE ABOVE-DESCRIBED COLLATERAL AND THAT THE SAME COLLATERAL IS HEREBY RELEASED FROM THE TERMS OF THE CONVEYANCE. ANY TITLE RETAINED IN THE COLLATERAL BY THE CONVEYANCE IS HEREBY SOLD, GRANTED, TRANSFERRED, AND ASSIGNED TO THE PARTY WHO EXECUTED THE CONVEYANCE, OR TO THE ASSIGNEE OF SAID PARTY IF THE CONVEYANCE SHALL HAVE BEEN ASSIGNED. PROVIDED, THAT NO EXPRESS WARRANTY IS GIVEN NOR IMPLIED BY REASON OF EXECUTION OR DELIVERY OF THIS RELEASE.

This form is only intended to be a suggested form of release, which meets the recording requirements of the Federal Aviation Act of 1958, and the regulations issued thereunder. In addition to these requirements, the form used by the security holder should be drafted in accordance with the pertinent provisions of local statutes and other applicable federal statutes. This form may be reproduced. There is no fee for recording a release. Send to FAA Aircraft Registry, P.O. Box 25504, Oklahoma City, Oklahoma 73125.

DATE OF RELEASE: July 25, 1991
 SECURITY HOLDER: [Signature]
 (Name of security holder)
 SIGNATURE (Print): [Signature]
 TITLE: [Signature]

(A person signing for a corporation must be a corporate officer or hold a managerial position and must show his title. A person signing for another should see Parts 47 and 49 of the Federal Aviation Regulations (14 CFR).)

ACKNOWLEDGEMENT (If Required By Applicable Local Law):

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OKLAHOMA CITY
AIRCRAFT REGISTRY
FILED
CONV. 10/21/92
SEP 16 8 29 AM '92

00000000 19-1
 FORM APPROVED
 OMB NO. 2120-0029
 EXP. DATE 10/31/94

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION-AGNE MCGHONEY AERONAUTICAL CENTER AIRCRAFT REGISTRATION APPLICATION		CERT. ISSUE DATE	
UNITED STATES REGISTRATION NUMBER N 4347E		L SEP 29 1992	
AIRCRAFT MANUFACTURER & MODEL Piper Pa38-112			
AIRCRAFT SERIAL No. 38-78A0570		FOR FAA USE ONLY	
TYPE OF REGISTRATION (Check one box)			
<input checked="" type="checkbox"/> 1. Individual <input type="checkbox"/> 2. Partnership <input type="checkbox"/> 3. Corporation <input type="checkbox"/> 4. Co-owner <input type="checkbox"/> 5. Govt <input type="checkbox"/> 6. Foreign-owned Corporation			
NAME OF APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.) Crawford, Alan B.			
TELEPHONE NUMBER (419) 529-9159			
ADDRESS (Permanent mailing address for first applicant listed.) Number and street: 1119 South Home Road			
Rural Route:	CITY	STATE	
	Mansfield	Ohio	
P.O. Box:	ZIP CODE		
	44906		
<input type="checkbox"/> CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS ATTENTION! Read the following statement before signing this application. A false or dishonest answer to any question in this application may be grounds for punishment by fine and/or imprisonment (U.S. Code, Title 18, Sec. 1001).			
CERTIFICATION			
I/WE CERTIFY:			
(1) That the above aircraft is owned by the undersigned applicant, who is a citizen (including corporation) of the United States.			
(For voting trust, give name of trustee: _____)			
CHECK ONE AS APPROPRIATE:			
<input type="checkbox"/> a. A resident alien, with alien registration (Form 1-151 or Form 1-851) No. _____			
<input type="checkbox"/> b. A foreign-owned corporation organized and doing business under the laws of (state or possession) _____, and said aircraft is based and primarily used in the United States. Reason for flight hours are available for inspection at _____			
(2) That the aircraft is not registered under the laws of any foreign country, and			
(3) That legal evidence of ownership is attached or has been filed with the Federal Aviation Administration			
NOTE: If executed for co-ownership all applicants must sign. Use reverse side if necessary.			
TYPE OR PRINT NAME BELOW SIGNATURE			
EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.	SIGNATURE <i>Alan B Crawford</i>	TITLE Owner	DATE 8/10/92
	SIGNATURE Alan B. Crawford	TITLE Owner	DATE
	SIGNATURE	TITLE	DATE
NOTE: Pending receipt of the Certificate of Aircraft Registration, the aircraft may be operated for a period not in excess of 90 days, during which time the PINK copy of this application must be carried in the aircraft.			
AO FORM 8050-1 (1-83) (0045-00-888-8008)			

19

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OKLAHOMA CITY
OCT 20 1992
FAA AIRCRAFT REGISTRY
CONVANSION

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION

AIRCRAFT BILL OF SALE OTC

FOR AND IN CONSIDERATION OF \$1,000 THE
UNDERSIGNED OWNER(S) OF THE FULL LEGAL
AND BENEFICIAL TITLE OF THE AIRCRAFT DES-
CRIBED AS FOLLOWS:

UNITED STATES
REGISTRATION NUMBER **N 4347E**

AIRCRAFT MANUFACTURER & MODEL
Wiper PA-38-112

AIRCRAFT SERIAL No. **38-78A0570**

DOES THIS 10th DAY OF August 19 92
HEREBY SELL, GRANT, TRANSFER AND
DELIVER ALL RIGHTS, TITLE, AND INTERESTS
IN AND TO SUCH AIRCRAFT UNTO:

18-1
001793
L66422

CONVEYANCE
RECORDED

SEP 29 8 49 AM '92
Do Not Write in This Block
FOR FEDERAL ONLY

NAME AND ADDRESS
(IF INDIVIDUAL, GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL.)

**XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX**

Crawford, Alan B.
1119 South Stone Road
Mansfield, Ohio 44906

PURCHASER

AVIATION
ADMINISTRATION

DEALER CERTIFICATE NUMBER

AND TO SAID EXECUTORS, ADMINISTRATORS, AND ASSIGNS TO HAVE AND TO HOLD
SINGULARLY THE SAID AIRCRAFT FOREVER, AND WARRANTS THE TITLE THEREOF.

IN TESTIMONY WHEREOF I HAVE SET my HAND AND SEAL THIS 10th DAY OF Aug 19 92

	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (IN INK) (IF SELLER FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
SELLER	Marquis White	<i>Marquis White</i>	General

ACKNOWLEDGMENT (NOT REQUIRED FOR PURPOSES OF FAA RECORDING; HOWEVER, REQUIRED
BY LOCAL LAW FOR VALIDITY OF THE INSTRUMENT.)

ORIGINAL: TO FAA

REGSTR CO 7-10-92 5.00

18

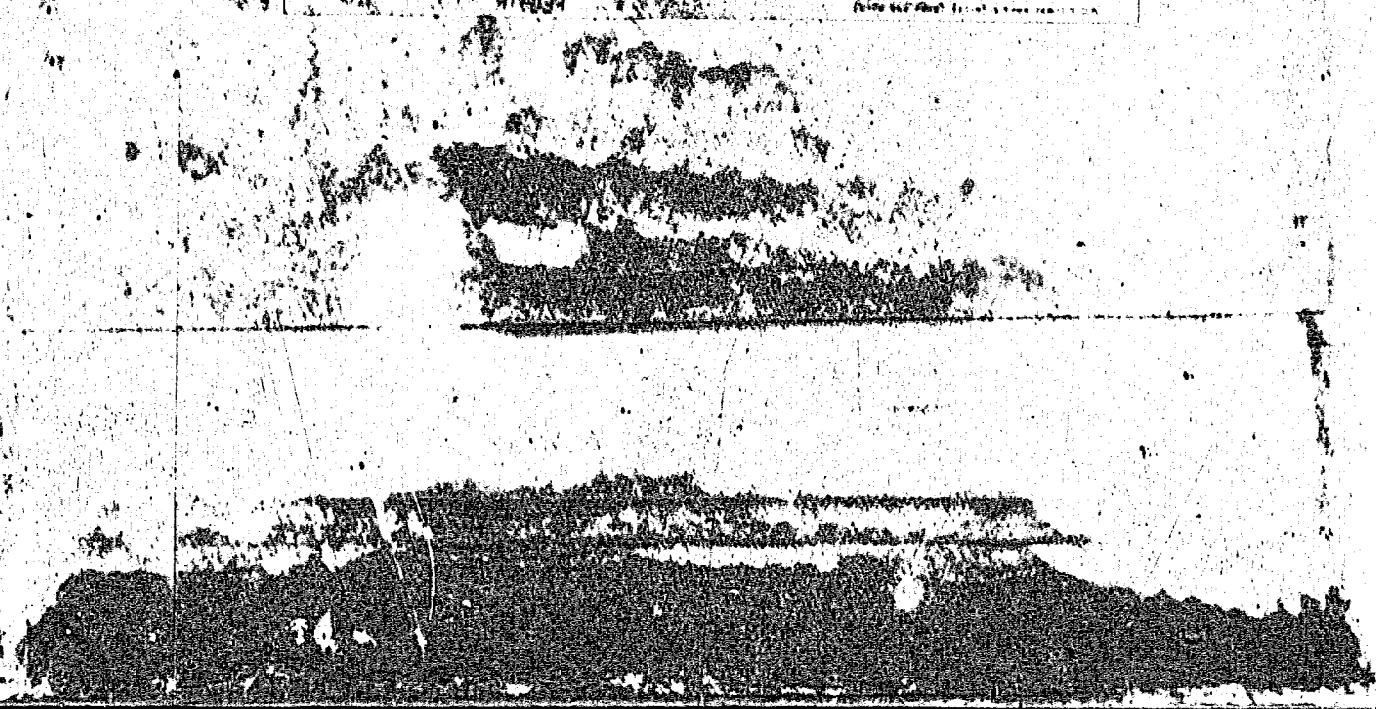
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SEP 20 1992
FEDERAL
V O

FAA AIRCRAFT REGISTRY
Oklahoma City, Oklahoma
1000 North Lincoln
Oklahoma City, Oklahoma 73102
Tel: (405) 954-6000
Fax: (405) 954-6001

OKLAHOMA
Oklahoma City
SEP 10 2 28 PM '92
FAA AIRCRAFT REGISTRY

D

ORIGINAL TO FAA



FORM APPROVED
 OMB NO. 2120-0029
 EXP. DATE 10/31/84

0 0 0 0 0 0 0 1

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION
 FEDERAL AVIATION ADMINISTRATION AERONAUTICAL CENTER
 AIRCRAFT REGISTRATION APPLICATION

UNITED STATES
 REGISTRATION NUMBER **N 2442H**

AIRCRAFT MANUFACTURER & MODEL
Grumman G73

AIRCRAFT SERIAL No. **J13**

2 2 5 48-1

CERT. ISSUE DATE

C **OCT 25 1990**

FOR FAA USE ONLY

TYPE OF REGISTRATION (Check one box)

1 Individual 2 Partnership 3 Corporation 4 Co-owner 5 Gov't 8 Foreign-owned Corporation

NAME OF APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.)

AMPHIBIAN PARTS, INC.

TELEPHONE NUMBER: ()

ADDRESS (Permanent mailing address for first applicant listed)

Number and street: **4041 N.W. 25 Street**

Rural Route: _____ P.O. Box: _____

CITY: **Miami** STATE: **Florida** ZIP CODE: **33142**

CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS
ATTENTION! Read the following statement before signing this application.

A false or dishonest answer to any question in this application may be grounds for punishment by fine and/or imprisonment (U.S. Code, Title 18, Sec. 1001).

CERTIFICATION

I/WE CERTIFY:

(1) That the above aircraft is owned by the undersigned applicant, who is a citizen (including corporations) of the United States.

(For voting trust, give name of trustee: _____), or

CHECK ONE AS APPROPRIATE:

a. A resident alien, with alien registration (Form 1-151 or Form 1-551) No. _____

b. A foreign-owned corporation organized and doing business under the laws of (state or possession) _____ and said aircraft is based and primarily used in the United States. Records of flight hours are available for inspection at _____

(2) That the aircraft is not registered under the laws of any foreign country; and

(3) That legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.

NOTE: If executed for co-ownership all applicants must sign. Use reverse side if necessary.

TYPE OR PRINT NAME BELOW SIGNATURE

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.	SIGNATURE <i>Dean J. Froull</i>	TITLE President	DATE 10/4/90
	SIGNATURE	TITLE	DATE
	SIGNATURE	TITLE	DATE

NOTE: Pending receipt of the Certificate of Aircraft Registration, the aircraft may be operated for a period not in excess of 90 days, during which time the PINK copy of this application must be carried in the aircraft.

48

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
OCT 10 12 11 PM '90
OKLAHOMA CITY
OKLAHOMA

UNITED STATES OF AMERICA
 DEPARTMENT OF TRANSPORTATION
 AIRCRAFT BILL OF SALE

47-1 FORM APPROVED
 DMB NO. 2120 0042

FOR AND IN CONSIDERATION OF \$10.00 THE
 UNDERSIGNED OWNER(S) OF THE FULL LEGAL
 AND BENEFICIAL TITLE OF THE AIRCRAFT DES-
 CRIBED AS FOLLOWS:

UNITED STATES
 REGISTRATION NUMBER **N 2442H**
 AIRCRAFT MANUFACTURER & MODEL
Cessna G73
 AIRCRAFT SERIAL No. **J13**

00600001224
 20547

DOES THIS **4th** DAY OF **Oct** 19 **90**
 HEREBY SELL, GRANT, TRANSFER AND
 DELIVER ALL RIGHTS, TITLE, AND INTERESTS
 IN AND TO SUCH AIRCRAFT UNTO:

CONVEYANCE
 RECORDED
 OCT 25 11 07 AM '90

Do Not Write In This Block
 ONLY

NAME AND ADDRESS
 (IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND
AMPHIBIAN PARTS, INC.
4041 N.W. 25 Street
Miami, Florida 33142

PURCHASER

FEDERAL AVIATION
 ADMINISTRATION

DEALER CERTIFICATE NUMBER

AND TO EXECUTORS, ADMINISTRATORS, AND ASSIGNS TO HAVE AND TO HOLD
 SINGULARLY THE SAID AIRCRAFT FOREVER, AND WARRANTS THE TITLE THEREOF.

IN TESTIMONY WHEREOF I HAVE SET MY HAND AND SEAL THIS **4** DAY OF **Oct**, 19 **90**

SELLER	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
		David B. Robinson	<i>David B. Robinson</i>

ACKNOWLEDGMENT (NOT REQUIRED FOR PURPOSES OF FAA RECORDING, HOWEVER, MAY BE REQUIRED
 BY LOCAL LAW FOR VALIDITY OF THE INSTRUMENT.)

ORIGINAL: TO FAA

REGISTR CO 5.00
 2205 001 10/10/90

47

742030

30-4-1990

RECEIVED

OKLAHOMA CITY
OCT 10 12 11 PM '90
FILED WITH FAA
AIRCRAFT REGISTRY
CONVEYANCE



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FORM APPROVED
OMB NO. 2120-0025
EXP. DATE 10/31/84

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION-WAKE FOREST AERONAUTICAL CENTER
AIRCRAFT REGISTRATION APPLICATION

UNITED STATES
REGISTRATION NUMBER: **N 2442H**

AIRCRAFT MANUFACTURER & MODEL
Grumman G-73

AIRCRAFT SERIAL NO.
J-13

46-1
CERT. ISSUE DATE
H 012687

FOR FAA USE ONLY

TYPE OF REGISTRATION (Check one box)

1. Individual 2. Partnership 3. Corporation 4. Co-owner 5. Govt. 6. Foreign-owned Corporation

NAME OF APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.)
Robinson, David B.

TELEPHONE NUMBER: **(305) 871-5625 OFF 305-888-5520 Home**

ADDRESS (Permanent mailing address for first applicant listed.)
Number and street: **175 Iroquois St**

Rural Route: _____ P.O. Box: _____

CITY: **Miami Springs** STATE: **Florida** ZIP CODE: **33166**

CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS
ATTENTION! Read the following statement before signing this application.

A false or dishonest answer to any question in this application may be grounds for punishment by fine and/or imprisonment (U.S. Code, Title 18, Sec. 1001).

CERTIFICATION

I/WE CERTIFY:

- (1) That the above aircraft is owned by the undersigned applicant, who is a citizen (including corporations) of the United States.
(For voting trust, give name of trustee: _____), or:
CHECK ONE AS APPROPRIATE:
a. A resident alien, with alien registration (Form 1-151 or Form 1-551) No. _____
b. A foreign-owned corporation organized and doing business under the laws of (state or possession) _____ and said aircraft is based and primarily used in the United States. Records of flight hours are available for inspection at _____
- (2) That the aircraft is not registered under the laws of any foreign country.
(3) That legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.

NOTE: If executed for co-ownership all applicants must sign. Use reverse side if necessary.

TYPE OR PRINT NAME BELOW SIGNATURE

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.	SIGNATURE	TITLE	DATE
	<i>David B. Robinson</i>	Individual Owner	12-24-86

NOTE: Pending receipt of the Certificate of Aircraft Registration, the aircraft may be operated for a period not in excess of 90 days, during which time the PINK copy of this application must be carried in the aircraft.

10000000 - 46

FAA Form 8130-1 (Rev. 11-19-80)

REGISTRATION

1. AIRCRAFT MAKE AND MODEL: *Boeing 737-400*

2. AIRCRAFT SERIAL NUMBER: *28182*

3. AIRCRAFT REGISTRATION NUMBER: *N737BA*

4. AIRCRAFT TYPE: *Transport*

5. AIRCRAFT WEIGHT: *175,000*

6. AIRCRAFT CATEGORY: *Transport*

7. AIRCRAFT OPERATOR: *Delta Air Lines*

8. AIRCRAFT OWNER: *Delta Air Lines*

9. AIRCRAFT LESSEE: *None*

10. AIRCRAFT RENTAL: *None*

11. AIRCRAFT LEASEE: *None*

12. AIRCRAFT LESSOR: *None*

13. AIRCRAFT LEASOR: *None*

14. AIRCRAFT REGISTRATION STATE: *OKLAHOMA*

15. AIRCRAFT REGISTRATION CITY: *OKLAHOMA CITY*

16. AIRCRAFT REGISTRATION COUNTY: *OKLAHOMA*

17. AIRCRAFT REGISTRATION ZIP CODE: *73104*

18. AIRCRAFT REGISTRATION DATE: *JAN 8 2 05 PM '87*

19. AIRCRAFT REGISTRATION EXPIRES: *None*

20. AIRCRAFT REGISTRATION STATUS: *Active*

21. AIRCRAFT REGISTRATION TYPE: *Standard*

22. AIRCRAFT REGISTRATION CLASS: *Transport*

23. AIRCRAFT REGISTRATION CATEGORY: *Transport*

24. AIRCRAFT REGISTRATION WEIGHT: *175,000*

25. AIRCRAFT REGISTRATION CATEGORY: *Transport*

26. AIRCRAFT REGISTRATION WEIGHT: *175,000*

27. AIRCRAFT REGISTRATION CATEGORY: *Transport*

28. AIRCRAFT REGISTRATION WEIGHT: *175,000*

29. AIRCRAFT REGISTRATION CATEGORY: *Transport*

30. AIRCRAFT REGISTRATION WEIGHT: *175,000*

UNITED STATES OF AMERICA 000001448
 DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION
AIRCRAFT BILL OF SALE
 FORM APPROVED
 OMB No 2120-0029
 EXP. DATE 10/31/84
 H53238
 45-1

FOR AND IN CONSIDERATION OF \$12,000.00 THE
 UNDERSIGNED OWNER(S) OF THE FULL LEGAL
 AND BENEFICIAL TITLE OF THE AIRCRAFT DES-
 CRIBED AS FOLLOWS:
 UNITED STATES
 REGISTRATION NUMBER **N 2442H**
 AIRCRAFT MANUFACTURER & MODEL **CUMMINS G-73**
 AIRCRAFT SERIAL NO. **J-13**

CONVEYANCE
 JAN 26 3 56 PM '87

DOES THIS **24th** DAY OF **December** 1986
 HEREBY SELL, GRANT, TRANSFER AND
 DELIVER ALL RIGHTS, TITLE, AND INTERESTS
 IN AND TO SUCH AIRCRAFT UNTO:

FEDERAL AVIATION
 ADMINISTRATION
 Do Not Write In This Block
 FOR FAA USE ONLY

NAME AND ADDRESS
 (IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL.)
Robinson, David B.
175 Iroquois St.
Miami Springs, Fla. 33166
 PURCHASER

DEALER CERTIFICATE NUMBER
 AND TO **his** EXECUTORS, ADMINISTRATORS AND ASSIGNS TO HAVE AND TO HOLD
 SINGULARLY THE SAID AIRCRAFT FOREVER, AND WARRANTS THE TITLE THEREOF.

IN TESTIMONY WHEREOF I HAVE SET MY HAND AND SEAL THIS **24** DAY OF **Dec** 1986

SELLER	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
		Airport Facilities, Inc.	David B. Robinson

ACKNOWLEDGMENT (NOT REQUIRED FOR PURPOSES OF FAA RECORDING; HOWEVER, MAY BE REQUIRED
 BY LOCAL LAW FOR VALIDITY OF THE INSTRUMENT.)

ORIGINAL: TO FAA 3:48 PM 1909 5.00 REG
 0 255 A 01/09/87

45

OKLAHOMA CITY
JAN 8 2 05 PM '87
FILED
AIRCRAFT REGISTRY
OKLAHOMA

0 0 0 0 0 0 0 0 0 9 3 8

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION AIRCRAFT REGISTRY AERONAUTICAL CENTER AIRCRAFT REGISTRATION APPLICATION		CERT. ISSUE DATE 44-1
UNITED STATES REGISTRATION NUMBER	N 2442H	C 111285 FOR FAA USE ONLY
AIRCRAFT MANUFACTURER & MODEL	GRUMMAN G73	
AIRCRAFT SERIAL No.	J 13	

TYPE OF REGISTRANT (Check one box)

1. Individual 2. Partnership 3. Corporation 4. Co-owner 5. Trust 6. Foreign Based Corporation

NAME OF APPLICANT (person(s) shown on evidence of ownership; if individual, give last name, first name, and middle initial)

Airport Facilities, Inc

TELEPHONE NUMBER 305 871-5625
ADDRESS (Permanent mailing address for first applicant listed) No Awt Del.

Number and street 3445 NW 67 Av. Mia, Fla 33122

City, State, and ZIP Code Miami Springs, Fla Florida 33266

CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS
ATTENTION! Read the following statement before signing this application.

A false or dishonest answer to any question in this application may be grounds for punishment by fine and/or imprisonment (49 Code, Title 18, Sec. 1001).

CERTIFICATION

I/WE CERTIFY:

(1) That the above aircraft is owned by the undersigned applicant, who is a citizen (including corporations) of the United States.

(For voting trust, give name of trustee _____), or

CHECK ONE AS APPROPRIATE

- a. A resident alien, with alien registration (Form 1-551 or Form 1-551) No. _____
- b. A foreign-owned corporation organized and doing business under the laws of (state or possession) _____ and said aircraft is based and primarily used in the United States. Records of flight hours are available for inspection at _____

- (2) That the aircraft is not registered under the laws of any foreign country; and
- (3) That legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.

NOTE: If executed for co-ownership all applicants must sign. Use reverse side if necessary.

TYPE OR PRINT NAME BELOW SIGNATURE

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.	SIGNATURE David B. Robinson	TITLE President	DATE 9-20-85
	SIGNATURE David B. Robinson	TITLE	DATE
	SIGNATURE	TITLE	DATE

NOTE: Pending receipt of the Certificate of Aircraft Registration, the aircraft may be operated for a period not in excess of 90 days, during which time the PINK copy of this application must be carried in the aircraft.

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44

[Faint, mostly illegible text, possibly a list or log of aircraft entries]

RECEIVED
FEDERAL AVIATION ADMINISTRATION
WASHINGTON, D.C. 20515
OCT 22 1 18 PM '85
OKLAHOMA CITY
OKLAHOMA

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
AIRCRAFT BILL OF SALE

43-1

FOR AND IN CONSIDERATION OF \$1,500.00 THE
UNDERSIGNED OWNER(S) OF THE FULL LEGAL
AND BENEFICIAL TITLE OF THE AIRCRAFT DES-
CRIBED AS FOLLOWS:

UNITED STATES
REGISTRATION NUMBER **N 2442H** **803608**
AIRCRAFT MANUFACTURER & MODEL
GRUMMAN G-73
AIRCRAFT SERIAL No. **J-13**

CONVEYANCE
RECORDED

DOES THIS **20** DAY OF **Sept** 19 **85**
HEREBY SELL, GRANT, TRANSFER AND
DELIVER ALL RIGHTS, TITLE, AND INTERESTS
IN AND TO SUCH AIRCRAFT UNTO:

NOV 12 12 35 PM '85 In This Block
FOR FAA USE ONLY

PURCHASER

NAME AND ADDRESS
(IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME)
**FEDERAL AVIATION
ADMINISTRATION**
Airport Facilities, Inc
PO Box 660545
Miami Springs, Fla. 33266

DEALER CERTIFICATE NUMBER

AND TO **ITS** EXECUTORS, ADMINISTRATORS, AND ASSIGNS TO HAVE AND TO HOLD
SINGULARLY THE SAID AIRCRAFT FOREVER, AND WARRANTS THE TITLE THEREOF.

IN TESTIMONY WHEREOF I HAVE SET **my** HAND AND SEAL THIS **20** DAY OF **Sept** 19 **85**

SELLER	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
		Brinson Air, Inc.	David B. Polverio

ACKNOWLEDGMENT (NOT REQUIRED FOR PURPOSES OF FAA RECORDING; HOWEVER, MAY BE REQUIRED
BY LOCAL LAW FOR VALIDITY OF THE INSTRUMENT.)

ORIGINAL: TO FAA

12:42 PM 5282

5.00 REG
4-D 755-A 10/22/85

43

OKLAHOMA CITY
OCT 27 1 18 PM '85
AIRCRAFT REGISTRY

FORM APPROVED
OMB NO. 2120-0029
EXP. DATE 10/31/84

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UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION-AMKE MEMPHIS AERONAUTICAL CENTER
AIRCRAFT REGISTRATION APPLICATION

UNITED STATES
REGISTRATION NUMBER **N 2442H**

AIRCRAFT MANUFACTURER & MODEL
GRUMMAN G73

AIRCRAFT SERIAL No.
J 13

CERT. ISSUE DATE
44-1

C111285

FOR FAA USE ONLY

TYPE OF REGISTRATION (Check one box)

1. Individual 2. Partnership 3. Corporation 4. Co-owner 5. Govt. 6. Foreign-owned Corporation

NAME OF APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.)

Airport Facilities, Inc

TELEPHONE NUMBER: **305 871-5625**

ADDRESS (Permanent mailing address for first applicant listed) **No Mail Del.**

Number and street: **3445 NW 67 Av. Mid, Fla 33122**

Postal Route: **Mail Address P.O. Box 660545**

CITY: **Miami Springs, Fla** STATE: **Florida** ZIP CODE: **33266**

CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS
ATTENTION! Read the following statement before signing this application.
A false or dishonest answer to any question in this application may be grounds for punishment by fine and/or imprisonment (U.S. Code, Title 18, Sec. 1001).

CERTIFICATION

I/WE CERTIFY:

(1) That the above aircraft is owned by the undersigned applicant, who is a citizen (including corporations) of the United States.
(For voting trust, give name of trustee: _____) or
CHECK ONE AS APPROPRIATE:
a. A resident alien, with alien registration (Form 1-151 or Form 1-501) No. _____
b. A foreign-owned corporation organized and doing business under the laws of (state or possessory territory) _____ and said aircraft is based and primarily used in the United States. (Number of flight hours are available for inspection at _____)

(2) That the aircraft is not registered under the laws of any foreign country, and
(3) That legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.

NOTE: If executed for co-ownership all applicants must sign. Use reverse side if necessary.

TYPE OR PRINT NAME BELOW SIGNATURE			
EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK	SIGNATURE <i>David B. Robinson</i>	TITLE President	DATE 9-20-85
	SIGNATURE <i>David B. Robinson</i>	TITLE President	DATE 9-20-85
	SIGNATURE	TITLE	DATE

NOTE: Pending receipt of the Certificate of Aircraft Registration, the aircraft may be operated for a period not in excess of 90 days, during which time the PINK copy of this application must be carried in the aircraft.

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44

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301-811-2500
301-811-2500
301-811-2500
301-811-2500

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NOTE: THIS FORM IS TO BE USED FOR THE REGISTRATION OF AIRCRAFT IN THE STATE OF OREGON.
 STATE OF OREGON
 DEPARTMENT OF TRANSPORTATION
 AIRCRAFT REGISTRATION DIVISION
 800 NE Oregon Street
 Salem, Oregon 97331
 (503) 325-5300
 FAX (503) 325-5301
 OCT 22 1 18 PM '85
 AIRCRAFT REGISTRATION DIVISION
 SALT LAKE CITY, UTAH
 SIGNATURE: David Robinson
 SIGNATURE: DONALD L. WILSON

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION-ALICE MONROE AERONAUTICAL CENTER AIRCRAFT REGISTRATION APPLICATION	
UNITED STATES REGISTRATION NUMBER N 2442H	CERT. ISSUE DATE S 101584
AIRCRAFT MANUFACTURER & MODEL GRUMMAN G-73	
AIRCRAFT SERIAL No. J-13	

FOR FAA USE ONLY

TYPE OF REGISTRATION (Check one box)
 1. Individual 2. Partnership 3. Corporation 4. Co-Owner 5. Gov't.

NAME OF APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.)
BRINSON AIR, INC.

ADDRESS (Permanent mailing address for first applicant listed.)
 Number and street: **175 Iroquois Street**

Rural Route: _____ P.O. Box: _____
 CITY: **Miami Springs** STATE: **Florida** ZIP CODE: **33166**

CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS
 ATTENTION! Read the following statement before signing this application.

A false or dishonest answer to any question in this application may be grounds for punishment by fine and/or imprisonment (U.S. Code, Title 18, Sec. 1001).

CERTIFICATION

- I/WE CERTIFY:
- That the above aircraft is owned by the undersigned applicant, who is:
 Check one as appropriate:
 - a. A citizen of the United States;
 - b. A resident alien, with alien registration (Form 1-151 or Form 1-551) No. _____
 - c. A foreign-owned corporation organized and doing business under the laws of (state or possession) _____, and said aircraft is based and primarily used in the United States. Records of flight hours are available for inspection at _____
 - That the aircraft is not registered under the laws of any foreign country; and
 - That legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.

NOTE: If executed for co-ownership all applicants must sign. Use reverse side if necessary.

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.	SIGNATURE <i>David B. Robinson</i>	TITLE President	DATE 8-02-84
	SIGNATURE	TITLE	DATE
	SIGNATURE	TITLE	DATE

NOTE: Pending receipt of the Certificate of Aircraft Registration, the aircraft may be operated for a period not in excess of 90 days, during which time the PINK copy of this application must be carried in the aircraft.

42

CONVENT AND
FILED WITH FAA
AIRCRAFT REGISTRY
SEP 25 2 14 PM '84
INDIANAPOLIS
INDIANA

000001900
 UNITED STATES OF AMERICA
 DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION
AIRCRAFT BILL OF SALE

FORM APPROVED
 OMB NO. 32-R0076
 41-1
\$ 5 2 0 7 3

FOR AND IN CONSIDERATION OF \$1.00 THE
 UNDERSIGNED OWNER(S) OF THE FULL LEGAL
 AND BENEFICIAL TITLE OF THE AIRCRAFT DES-
 CRIBED AS FOLLOWS:

UNITED STATES
 REGISTRATION NUMBER **N 2442H**
 AIRCRAFT MANUFACTURER & MODEL
Grumman G-73
 AIRCRAFT SERIAL No.
J-13

CONVEYANCE
 RECORDED
Oct 15 12 33 PM '84

DOES THIS 2nd DAY OF Aug 1984
 HEREBY SELL, GRANT, TRANSFER AND
 DELIVER ALL RIGHTS, TITLE, AND INTERESTS
 IN AND TO SUCH AIRCRAFT UNTO:

FEDERAL AVIATION
 ADMINISTRATION
 Do Not Write In This Block
 FOR FAA USE ONLY

NAME AND ADDRESS
 (IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL.)
BRINSON AIR, INC.
175 Iroquois Street
Miami Springs, Florida 33166

DEALER CERTIFICATE NUMBER **IATS**

AND TO THEIR EXECUTORS, ADMINISTRATORS, AND ASSIGNS TO HAVE AND TO HOLD
 SINGULARLY THE SAID AIRCRAFT FOREVER, AND WARRANTS THE TITLE THEREOF.

IN TESTIMONY WHEREOF I HAVE SET MY HAND AND SEAL THIS 2nd DAY OF Aug 84

SELLER	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
		David B. Robinson	<i>David B Robinson</i>

ACKNOWLEDGMENT (NOT REQUIRED FOR PURPOSES OF FAA RECORDING; HOWEVER, MAY BE REQUIRED
 BY LOCAL LAW FOR VALIDITY OF THE INSTRUMENT.)

ORIGINAL: TO FAA
 7:11 AM 5007
 5.00 REG
 0 255 A 09/26/84

AC FORM 8080-2 (2-78) (5025-107-0002)

41

NO. 117 00 01 000
KOKOMO, IN

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
SEP 25 2 24 PM '84
OKLAHOMA CITY
OKLAHOMA

28507

FAA AIRCRAFT REGISTRY
ADMINISTRATION

V
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D

RECEIVED

NOV 23 8 32 PM '84
FAA AIRCRAFT REGISTRY
FILED WITH FAA
DONORANCE

000001801

FORM APPROVED
OMB NO. 2120-0029
EXP. DATE 10/31/84

40-1

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION - AIRCRAFT REGISTRATION CENTER
AIRCRAFT REGISTRATION APPLICATION

CERT. ISSUE DATE

UNITED STATES
REGISTRATION NUMBER **N 2442H**
AIRCRAFT MANUFACTURER & MODEL
Grumman G-73
AIRCRAFT SERIAL No.
J-13

E 082584

FOR FAA USE ONLY

TYPE OF REGISTRATION (Check one box)
 1. Individual 2. Partnership 3. Corporation 4. Co-owner 5. Gov't. 6. Foreign-owned Corporation

NAME OF APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.)
David B. Robinson

TELEPHONE NUMBER: (305) 526-5990
ADDRESS (Permanent mailing address for first applicant listed.)
Number and street: **175 Iroquois St.**

Rural Route: _____ CITY: _____ STATE: _____ P.O. Box: _____ ZIP CODE: _____
Miami Springs Florida 33166

CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS
ATTENTION! Read the following statement before signing this application.

A false or dishonest answer to any question in this application may be grounds for punishment by fine and/or imprisonment (U.S. Code, Title 18, Sec. 1001).

CERTIFICATION

I/WE CERTIFY:

(1) That the above aircraft is owned by the undersigned applicant, who is a citizen (including corporations) of the United States.

(For voting trust, give name of trustee: _____), or:

CHECK ONE AS APPROPRIATE:

- a A resident citizen, with alien registration (Form 1-151 or Form 1-551) No. _____
- b A foreign-owned corporation organized and doing business under the laws of (state or possession) _____ and said aircraft is based and primarily used in the United States. Records of flight hours are available for inspection at _____

- (2) That the aircraft is not registered under the laws of any foreign country; and
- (3) That legal evidence of ownership is attached or has been filed with the Federal Aviation Administration

NOTE: If executed for co-ownership all applicants must sign. Use reverse side if necessary.

TYPE OR PRINT NAME BELOW SIGNATURE		
EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK	SIGNATURE <i>David B. Robinson</i>	DATE 7-14-84
	David B. Robinson	Owner
	SIGNATURE	TITLE
SIGNATURE	TITLE	DATE

NOTE: Pending receipt of the Certificate of Aircraft Registration, the aircraft may be operated for a period not in excess of 90 days, during which time the PINK copy of this application must be carried in the aircraft.

100100000

40

HEAD SURVEY

PROPERTY OF

REGISTRATION NO.

CLASSIFICATION

STATUS

DATE

LOCATION

OPERATOR

OWNER

REGISTRY

CONVEYANCE

FILED WITH FAA

AIRCRAFT REGISTRY

8-1

JUL 27 9 08 AM '84

OKLAHOMA CITY

OKLAHOMA



UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION

39-1

AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF \$160,000.00 THE
UNDERIGNED OWNER(S) OF THE FULL LEGAL
AND BENEFICIAL TITLE OF THE AIRCRAFT DES-
CRIBED AS FOLLOWS:

UNITED STATES
REGISTRATION NUMBER **N 2442H**
AIRCRAFT MANUFACTURER & MODEL
Grumman Mallard G-73
AIRCRAFT SERIAL No. **J-13**

FEDERAL AVIATION
ADMINISTRATION

Aug 29 12:00 PM '84

CONVEYANCE
RECORDED

180687

DOES THIS 14th DAY OF July
HEREBY SELL, GRANT, TRANSFER AND
DELIVER ALL RIGHTS, TITLE, AND INTEREST
IN AND TO SUCH AIRCRAFT UNTO:

Do Not Write In This Block
FOR FAA USE ONLY

NAME AND ADDRESS
(IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL.)

PURCHASER

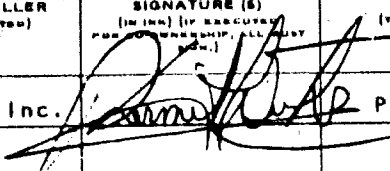
David B. Robinson
175 Irquols Street
Miami Springs, Florida 33166

IATS

DEALER CERTIFICATE NUMBER

AND TO EXECUTORS, ADMINISTRATORS, AND ASSIGNS TO HAVE AND TO HOLD
SINGULARLY THE SAID AIRCRAFT FOREVER, AND WARRANTS THE TITLE THEREOF.

IN TESTIMONY WHEREOF HAVE SET HAND AND SEAL THIS DAY OF 19

SELLER	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTIVE FOR OWNERSHIP, ALL MUST SIGN)	TITLE (TYPED OR PRINTED)
		Weeks Air Museum, Inc.	

ACKNOWLEDGMENT (NOT REQUIRED FOR PURPOSES OF FAA RECORDING; HOWEVER, MAY BE REQUIRED
BY LOCAL LAW FOR VALIDITY OF THE INSTRUMENT.)

6:58 AM 0303

5.00 REG
O. 255 A 08/02/84

ORIGINAL: TO FAA

OKLAHOMA CITY
OKLAHOMA
SEP 27 9 08 AM '84
FILED WITH FAA
AIRCRAFT REGISTRY
CONVEYANCE



FORM APPROVED
 ONE NO. 80-80072

38-1

UNITED STATES OF AMERICA
 DEPARTMENT OF TRANSPORTATION

AIRCRAFT BILL OF SALE 00

FOR AND IN CONSIDERATION OF \$1,000+⁰⁰⁰ THE
 UNDERSIGNED OWNER(S) OF THE FULL LEGAL
 AND BENEFICIAL TITLE OF THE AIRCRAFT DES-
 CRIBED AS FOLLOWS:

UNITED STATES
 REGISTRATION NUMBER: **N 2442H**
 AIRCRAFT MANUFACTURER & MODEL
Grumman Model G-73
 AIRCRAFT SERIAL No:

FEDERAL AVIATION
 ADMINISTRATION

Aug 29 12:00 AM '84

CONVEYANCE
 RECORD

E 8068

J-13
 DOES THIS 10th DAY OF July
 HEREBY SELL, GRANT, TRANSFER AND
 DELIVER ALL RIGHTS, TITLE, AND INTEREST
 IN AND TO SUCH AIRCRAFT UNTO:

Do Not Write In This Block
 FOR FAA USE ONLY

NAME AND ADDRESS
 (IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL.)

PURCHASER

WEEKS AIR MUSEUM, INC.
 13908 S.W. 139th Ct.
 Miami, Florida 33176

DEALER CERTIFICATE NUMBER

AND TO EXECUTORS, ADMINISTRATORS, AND ASSIGNS TO HAVE AND TO HOLD
 SINGULARLY THE SAID AIRCRAFT FOREVER, AND WARRANTS THE TITLE THEREOF.

IN TESTIMONY WHEREOF HAVE SET HAND AND SEAL THIS DAY OF 18

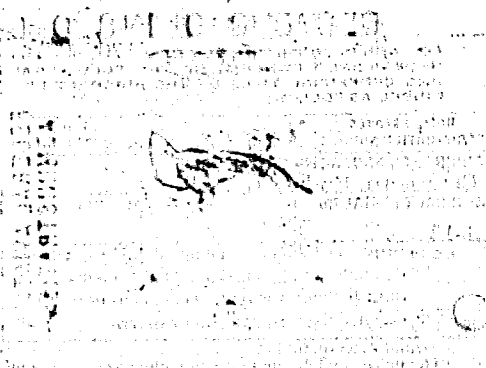
SELLER	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED BY CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
	CHAMPLAIN ENTERPRISES INC		<i>Paul Wood</i>

ACKNOWLEDGMENT (NOT REQUIRED FOR PURPOSES OF FAA RECORDING; HOWEVER, MAY BE REQUIRED
 BY LOCAL LAW FOR VALIDITY OF THE INSTRUMENT.)

ORIGINAL: TO FAA

38

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OKLAHOMA CITY
OKLAHOMA
AUG 22 9 08 AM '84
8-1
FILED WITH FAA
AIRCRAFT REGISTRY
CONVEYANCE

FORM APPROVED
 ONE NO. 82-2974
 37-1

UNITED STATES OF AMERICA
 DEPARTMENT OF TRANSPORTATION
AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF \$10.00 AND
 UNDERSIGNED OWNER(S) OF THE FULL LEGAL
 AND BENEFICIAL TITLE OF THE AIRCRAFT DES-
 CRIBED AS FOLLOWS: 00000010025

UNITED STATES REGISTRATION NUMBER **N 2442 H**
 AIRCRAFT MANUFACTURER & MODEL
 Grumman G-73
 AIRCRAFT SERIAL No.
 J-13

DOES THIS 22 DAY OF Sept 1982
 HEREBY SELL, GRANT, TRANSFER AND
 DELIVER ALL RIGHTS, TITLE, AND INTERESTS
 IN AND TO SUCH AIRCRAFT UNTO:

J 2 3 6 1 5

25
 CONFIDENCE
 Not 1 / 13 AM 283
 FEDERAL AVIATION
 ADMINISTRATION
 Do Not Write In This Block
 FOR FAA USE ONLY

PURCHASER

NAME AND ADDRESS
 (IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL.)

CHAMPLAIN ENTERPRISES, INC.
 12884 S.W. 87th Ave.
 Suite 130
 Miami, Florida 33176

DEALER

DEALER CERTIFICATE NUMBER 82-378

AND TO EXECUTORS, ADMINISTRATORS, AND ASSIGNS TO HAVE AND TO HOLD
 SINGULARLY THE SAID AIRCRAFT FOREVER, AND WARRANTS THE TITLE THEREOF.

IN TESTIMONY WHEREOF I HAVE SET MY HAND AND SEAL THIS 23 DAY OF 06 19 83

SELLER	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN)	TITLE (TYPED OR PRINTED)
		Chalk's Inter- national Airline Inc.	BY: <i>David H. Barden</i>

ACKNOWLEDGMENT (NOT REQUIRED FOR PURPOSES OF FAA RECORDING; HOWEVER, MAY BE REQUIRED
 BY LOCAL LAW FOR VALIDITY OF THE INSTRUMENT.)

9844 AM 1594 5.00 REG
 0 255 A 07/11/83

ORIGINAL: TO FAA *Cy...*
 AC FORM 8000-1 (2-78) (2025-010-0000)

37

NEW YORK
FEBRUARY 11 12 39 PM '83
FAA AIRCRAFT REGISTRY
OKLAHOMA CITY

573 36-1

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION
AIRCRAFT REGISTRATION APPLICATION

TYPE OF REGISTRATION (Check one box) 1. Individual
 2. Partnership 3. Corporation 4. Co-Owner 5. Gov't.

CERT. ISSUE DATE

NATIONALITY AND REGISTRATION MARKS N2442H

OCT 25 1979

AIRCRAFT MAKE AND MODEL Grumman J-73

FOR FAA USE ONLY

AIRCRAFT SERIAL No. J-13

NAME OF APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.)

CHALK'S INTERNATIONAL AIRLINE, INC.

ADDRESS (Permanent mailing address for first application listed)

Number and street: 837 City National Bank

Rural Route:

P.O. Box:

CHECK HERE
IF ADDRESS
CHANGE

CITY Miami,

STATE Florida

ZIP CODE 33130

(No fee required for revised Certificate of Registration)

ATTENTION! Read the following statement before signing this application.
A false or dishonest answer to any question in this application may be grounds for punishment by fine and/or imprisonment (U.S. Code, Title 18, Sec. 1001).

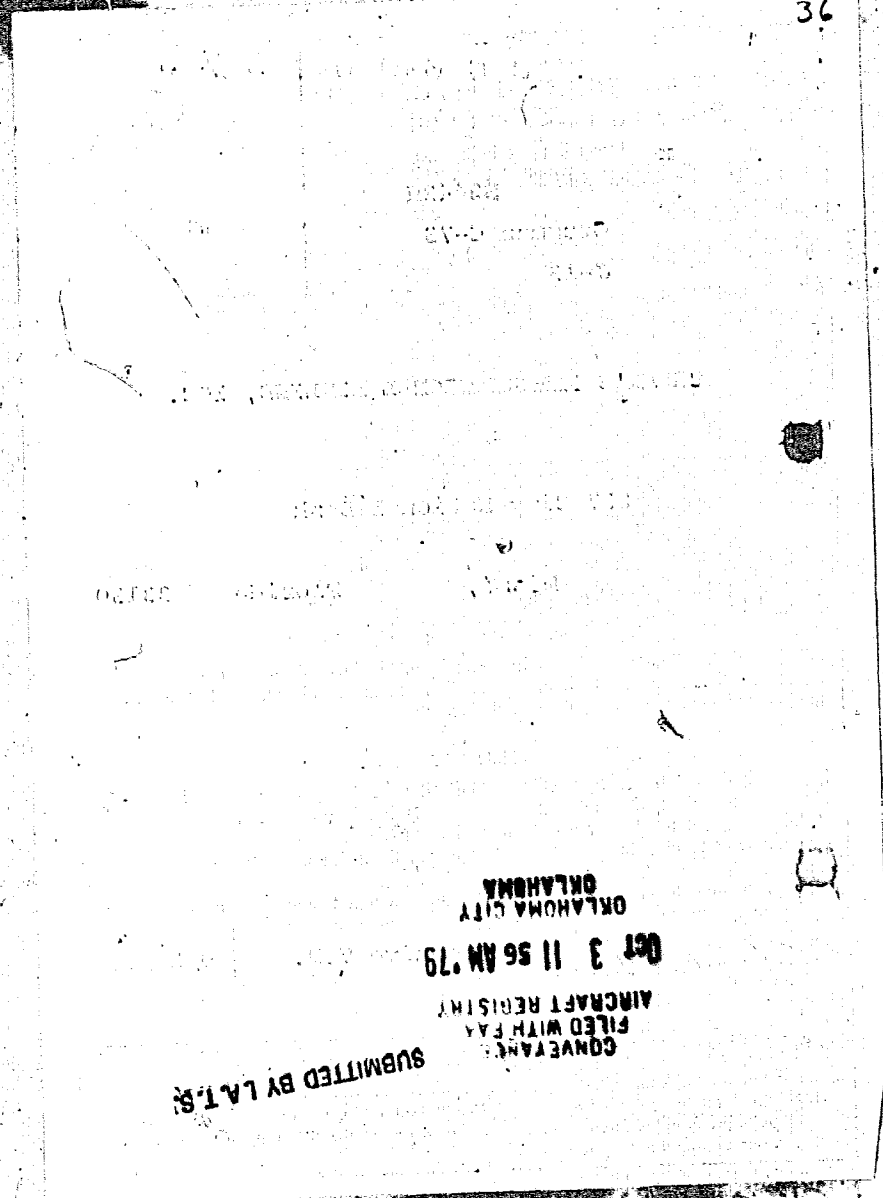
CERTIFICATION

I/WE CERTIFY that the above described aircraft (1) is owned by the undersigned applicant(s), who is/are citizen(s) of the United States as defined in Sec. 101(13) of the Federal Aviation Act of 1958; (2) is not registered under the laws of any foreign country; and (3) legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.

NOTE: If executed for co-ownership all applicants must sign. Use reverse side if necessary.

EACH PART OF THIS APPLICATION MUST BE SIGNED IN THIS MANNER	SIGNATURE	TITLE	DATE
	<i>[Signature]</i>	Executive V.P.	9/24/79
	SIGNATURE	TITLE	DATE

NOTE: Pending receipt of the Certificate of Aircraft Registration, the aircraft may be operated for a period not in excess of 90 days, during which time the PINK copy of this application must be carried in the aircraft.



CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
OCT 3 11 56 AM '79
OKLAHOMA CITY
OKLAHOMA
SUBMITTED BY L.A.T.S.

UNITED STATES OF AMERICA
 DEPARTMENT OF TRANSPORTATION
 AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF \$10,000 CMC THE
 UNDERSIGNED OWNER(S) OF THE FULL LEGAL
 AND BENEFICIAL TITLE OF THE AIRCRAFT DES-
 CRIBED AS FOLLOWS:

UNITED STATES
 REGISTRATION NUMBER **N 2442H**
 AIRCRAFT MANUFACTURER & MODEL
Grumman G-73
 AIRCRAFT SERIAL No. **J-13**

DOES THIS DAY OF 1979
 HEREBY SELL, GRANT, TRANSFER AND
 DELIVER ALL RIGHTS, TITLE, AND INTEREST
 IN AND TO SUCH AIRCRAFT UNTO:

NAME AND ADDRESS
 (IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL)

PURCHASER

CHALK'S INTERNATIONAL AIRLINE, INC.

DEALER CERTIFICATE NUMBER

AND TO EXECUTORS, ADMINISTRATORS, AND ASSIGNS TO HAVE AND TO HOLD
 SINGULARLY THE SAID AIRCRAFT FOREVER, AND WARRANTS THE TITLE THEREOF.

IN TESTIMONY WHEREOF HAVE SET HAND AND SEAL THIS DAY OF 19

SELLER	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
		Amphibian Sales Inc.	<i>Dean J. Shaul</i>

ACKNOWLEDGMENT (NOT REQUIRED FOR PURPOSES OF FAA RECORDING; HOWEVER, MAY BE REQUIRED
 BY LOCAL LAW FOR VALIDITY OF THE INSTRUMENT.)

ORIGINAL: TO FAA

FEDERAL AVIATION
 ADMINISTRATION

OCT 25 10 13 AM '79

CONVERSION
 RECORDING

M 172706

011000 1572 35-1

152402
 1005.002A

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SUBMITTED BY L.A.T.SJ

OKLAHOMA CITY
OCT 3 11 56 AM '79
AIRCRAFT REGISTRY
FILED WITH FAA
CONVEYANCE

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION AIRCRAFT REGISTRATION APPLICATION		420 34-1 CERT. ISSUE DATE
UNITED STATES REGISTRATION NUMBER N 2442 B		7091379
AIRCRAFT MANUFACTURER & MODEL GRUMMAN MALLARD G-73		
AIRCRAFT SERIAL No. J-13		
FOR FAA USE ONLY		

TYPE OF REGISTRATION (Check one box)

1. Individual
 2. Partnership
 3. Corporation
 4. Co-Owner
 5. Gov't.

NAME OF APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.)

ANPHIBIAN SALES, INC.

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: **4041 N.W. 25th STREET**

Rural Route:	P. O. Box:	CITY	STATE	ZIP CODE
		MIAMI	FLORIDA	33142

CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS

ATTENTION! Read the following statement before signing this application.
 A false or dishonest answer to any question in this application may be grounds for punishment by fine and/or imprisonment (U.S. Code, Title 18, Sec. 1001).

CERTIFICATION

I/WE CERTIFY that the above described aircraft (1) is owned by the undersigned applicant(s), who is/are citizen(s) of the United States as defined in Sec. 101(13) of the Federal Aviation Act of 1958; (2) is not registered under the laws of any foreign country; and (3) legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.

NOTE: If executed for co-ownership all applicants must sign. Use reverse side if necessary.

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.	SIGNATURE <i>Dean H. Frank</i>	TITLE <i>Pres.</i>	DATE
	SIGNATURE	TITLE	DATE
	SIGNATURE	TITLE	DATE

NOTE: Pending receipt of the Certificate of Aircraft Registration, the aircraft may be operated for a period not in excess of 90 days, during which time the PINK copy of this application must be carried in the aircraft.

00000000

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IND

OKLAHOMA CITY, OKLAHOMA

JUN 20 9 08 AM '83

FAA AIRCRAFT REGISTRY

UNITED STATES OF AMERICA
 DEPARTMENT OF TRANSPORTATION
 AIRCRAFT BILL OF SALE

000001419 33-1

FOR AND IN CONSIDERATION OF \$1,000.00 THE
 UNDERSIGNED OWNER(S) OF THE FULL LEGAL
 AND BENEFICIAL TITLE OF THE AIRCRAFT DES-
 CRIBED AS FOLLOWS:

UNITED STATES
 REGISTRATION NUMBER N 2442 H 7
 AIRCRAFT MANUFACTURER & MODEL
 GRUMMAN MALLARD G-73
 AIRCRAFT SERIAL No. J-13

DOES THIS 29th DAY OF AUG.
 HEREBY SELL, GRANT, TRANSFER AND
 DELIVER ALL RIGHTS, TITLES AND INTERESTS
 IN AND TO SUCH AIRCRAFT TO THE PURCHASER

CONVERSION
 RECORDED

D 29 1983

Not Write In This Block
 FOR FAA USE ONLY

NAME AND ADDRESS
 (IF INDIVIDUAL(S), GIVE LAST NAME, FIRST AND MIDDLE INITIAL(S))

PURCHASER
 AMPHIBIAN SALES, INC.
 4041 N.W. 25th STREET
 MIAMI, FLORIDA 33142

SEP 13 11 12 AM '79
 FEDERAL
 AVIATION
 ADMINISTRATION

7782

DEALER CERTIFICATE NUMBER

AND TO EXECUTORS, ADMINISTRATORS, AND ASSIGNS TO HAVE AND TO HOLD
 SINGULARLY THE SAID AIRCRAFT FOREVER, AND WARRANTS THE TITLE THEREOF.

IN TESTIMONY WHEREOF HAVE SET HAND AND SEAL THIS DAY OF 19

SELLER	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
		HOLLYWOOD FLYING SERVICE, INC.	<i>Chester Zukowski</i>



AUG 30 9 63 AM '83
 86005.0028

ACKNOWLEDGMENT (NOT REQUIRED FOR PURPOSES OF FAA RECORDING; HOWEVER, MAY BE REQUIRED
 BY LOCAL LAW FOR VALIDITY OF THE INSTRUMENT.)

ORIGINAL: TO FAA

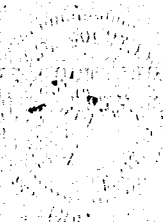
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01110000

OKLAHOMA CITY, OKLAHOMA

AUG 30 9 06 AM '79

FAA AIRCRAFT REGISTRY
COMPLIANCE FILED WITH



UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION AIRCRAFT REGISTRATION APPLICATION		32-1 874 5052479 FOR FAA USE ONLY
UNITED STATES REGISTRATION NUMBER N 24420000000		CERTIFICATE DATE
AIRCRAFT MANUFACTURER & MODEL Grumman Mallard G-73		
AIRCRAFT SERIAL No. J-13		
TYPE OF REGISTRATION (Check one box) <input type="checkbox"/> 1. Individual <input type="checkbox"/> 2. Partnership <input checked="" type="checkbox"/> 3. Corporation <input type="checkbox"/> 4. Co-Owner <input type="checkbox"/> 5. Gov't.		
NAME OF APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.) <p style="text-align: center;">Hollywood Flying Service, Inc.</p>		
ADDRESS (Permanent mailing address for first applicant listed.) Number and street: 7750 Hollywood Blvd. Rural Route: _____ P. O. Box: _____		
CITY Hollywood	STATE Florida	ZIP CODE 33024
<input type="checkbox"/> CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS		
ATTENTION! Read the following statement before signing this application. A false or dishonest answer to any question in this application may be grounds for punishment by fine and/or imprisonment (U.S. Code, Title 18, Sec. 1001).		
CERTIFICATION I/WE CERTIFY that the above described aircraft (1) is owned by the undersigned applicant(s), who is/are citizen(s) of the United States as defined in Sec. 101(13) of the Federal Aviation Act of 1958; (2) is not registered under the laws of any foreign country; and, (3) legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.		
NOTE: If executed for co-ownership all applicants must sign. Use reverse side if necessary.		
EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.	SIGNATURE <i>[Signature]</i>	TITLE President Hollywood Flying Ser. Inc
	SIGNATURE _____	DATE 4/13/79
	SIGNATURE _____	DATE _____
NOTE: Pending receipt of the Certificate of Aircraft Registration, the aircraft may be operated for a period not in excess of 90 days, during which time the PINK copy of this application must be carried in the aircraft.		
AC FORM 8080-1 (8-78) (0082-00-028-9004)		

32

[Faint, mostly illegible text and markings on a document page]

OKLAHOMA
MAY 11 8 58 AM '79
FILED IN THE
AIRCRAFT REGISTRY
CONV. 1979

000001421

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

OMB APPROVAL
NOT REQUIRED

THIS FORM SERVES TWO PURPOSES
PART I acknowledges the recording of a security conveyance covering the collateral shown.
PART II is a suggested form of release which may be used to release the collateral from the terms of the conveyance.

PART I - CONVEYANCE RECORDATION NOTICE

NAME (last name first) OF DEBTOR
Hollywood Flying Service, Inc.

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE
*Golden Steed Aircraft Limited
P.O. Box 876
Pembroke Pines, Fla. 33024*

NAME OF SECURED PARTY'S ASSIGNOR (if assigned)

FEDERAL AVIATION ADMINISTRATION

SEP 13 11 12 AM '79

CONVEYANCE RECORDED

029051

Do Not Write In This Block FOR FAA USE ONLY

FAA REGISTRATION NUMBER <i>N2442H</i>	AIRCRAFT SERIAL NUMBER <i>J-13</i>	AIRCRAFT MFR. (BUILDER) and MODEL <i>Cessna 6-73</i>
ENGINE MFR. and MODEL		ENGINE SERIAL NUMBER(S)
PROPELLER MFR. and MODEL		PROPELLER SERIAL NUMBER(S)

THE SECURITY CONVEYANCE DATED *4-13-77* COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REGISTRY ON *5-24-77* AS CONVEYANCE NUMBER *814226* *Bill Ferguson*
FAA CONVEYANCE EXAMINER

PART II - RELEASE - (This suggested release form may be executed by the secured party and returned to the FAA Aircraft Registry when terms of the conveyance have been satisfied. See below for additional information.)

THE UNDERSIGNED HEREBY CERTIFIES AND ACKNOWLEDGES THAT HE IS THE TRUE AND LAWFUL HOLDER OF THE NOTE OR OTHER EVIDENCE OF INDEBTEDNESS SECURED BY THE CONVEYANCE REFERRED TO HEREIN ON THE ABOVE-DESCRIBED COLLATERAL AND THAT THE SAME COLLATERAL IS HEREBY RELEASED FROM THE TERMS OF THE CONVEYANCE. ANY TITLE RETAINED IN THE COLLATERAL BY THE CONVEYANCE IS HEREBY SOLD, GRANTED, TRANSFERRED, AND ASSIGNED TO THE PARTY WHO EXECUTED THE CONVEYANCE, OR TO THE ASSIGNEE OF SAID PARTY IF THE CONVEYANCE SHALL HAVE BEEN ASSIGNED. PROVIDED, THAT NO EXPRESS WARRANTY IS GIVEN NOR IMPLIED BY REASON OF EXECUTION OR DELIVERY OF THIS RELEASE.

This form is only intended to be a suggested form of release, which meets the recording requirements of the Federal Aviation Act of 1958, and the regulations issued thereunder. In addition to these requirements, the form used by the security holder should be drafted in accordance with the pertinent provisions of local statutes and other applicable federal statutes. This form may be reproduced. There is no fee for recording a release. Send to FAA Aircraft Registry, P. O. Box 25504, Oklahoma City, Oklahoma 73125.

DATE OF RELEASE: **AUGUST 29, 1979**
GOLDEN STEED AIRCRAFT, LTD.
(Name of security holder)
SIGNATURE (in ink) *[Signature]*
TITLE: **PRESIDENT**

(A person signing for a corporation must be a corporate officer or hold a managerial position and must show his title. A person signing for another should see Parts 47 and 49 of the Federal Aviation Regulations (14 CFR).)

ACKNOWLEDGEMENT (If Required By Applicable Local Law):

1 2 3 4 5 6 7 8 9 0

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052041



OKLAHOMA CITY, OKLA

AUG 30 9 06 AM '79

UNRECORDED FILED WITH
FAA AIRCRAFT REGISTRY

The following space is for the inclusion of any special provisions which the parties hereto are desirous of making a part of this security agreement:

Provided, however, that if the debtor, his heirs, administrators, successors, or assigns shall pay said note and the interest thereon in accordance with the terms thereof and shall keep and perform all and singular the terms, covenants, and agreements in this security agreement, then this security agreement shall be null and void.

Time is of the essence of this security agreement. It is hereby agreed that, if default be made in the payment of any part of the principal or interest of the promissory note secured hereby at the time and in the manner therein specified, or if any breach be made of any obligation or promise of the debtor herein contained or secured hereby, or if any or all of the property covered hereby be hereafter sold, leased, transferred, mortgaged, or otherwise encumbered without the written consent of the secured party first had and obtained, or in the event of the seizure of the aircraft under execution or other legal process, or if for any other reason the secured party may deem himself insecure, then the whole principal sum unpaid upon said promissory note, with the interest accrued thereon, or advanced under the terms of this security agreement, or secured thereby, and the interest thereon, shall immediately become due and payable at the option of the secured party.

Upon default, secured party may at once proceed to foreclose this mortgage in any manner provided by law, or he may at his option, and he is hereby empowered so to do, with or without foreclosure action, enter upon the premises where the said aircraft may be and take possession thereof; and remove and sell and dispose of the same at public or private sale, and from the proceeds of such sale retain all costs and charges incurred by him in the taking or sale of said aircraft, including any reasonable attorney's fees incurred; also all sums due him on said promissory note, under any provisions thereof, or advanced under the terms of this security agreement, and interest thereon, or due or owing to the said secured party, under any provisions of this security agreement, or secured hereby, with the interest thereon, and any surplus of such proceeds remaining shall be paid to the debtor, or whoever may be lawfully entitled to receive the same. If a deficiency occurs, the debtor agrees to pay such deficiency forthwith.

Said secured party or his agent may bid and purchase at any sale made under this mortgage or herein authorized, or at any sale made upon foreclosure of this mortgage.

In witness whereof, the debtor has hereunto set hand and seal on the day and year first above written.



NAME OF DEBTOR HOLLYWOOD FLYING SERVICE INC.

SIGNATURE(S) (IN INK) *[Handwritten Signature]*

(If executed for co-ownership, all must sign)

TITLE PRESIDENT

(If signed for a corporation, partnership, owner, or agent)

ACKNOWLEDGMENT:

(If required by applicable local law):

ASSIGNMENT BY SECURED PARTY

For value received, the undersigned secured party does hereby sell, assign, and transfer all his right, title, and interest in and to the foregoing note and security agreement and the aircraft covered thereby, unto the assignee named on the face of this instrument at the address given, and hereby authorizes the said assignee to do every act and thing necessary to collect and discharge the same. The undersigned secured party warrants and agrees to defend the title of said aircraft hereby conveyed against all lawful claims and demands except the rights of the maker. The undersigned secured party warrants that he is the owner of a valid security interest in the said aircraft. (A Guaranty Clause or any other provisions which the parties are desirous of making a part of this assignment should be included in the following space.)

Dated this.....day of....., 19.....

NAME OF SECURED PARTY (ASSIGNOR).....

SIGNATURE(S) (IN INK).....

(If executed for co-ownership, all must sign)

ACKNOWLEDGMENT:

(If required by applicable local law):

TITLE.....

(If signed for a corporation, partnership, owner, or agent)

THIS FORM IS ONLY INTENDED TO BE A SUGGESTED FORM OF SECURITY AGREEMENT WHICH MEETS THE RECORDING REQUIREMENTS OF THE FEDERAL AVIATION ACT OF 1958, AND THE REGULATIONS ISSUED THEREUNDER. IN ADDITION TO THESE REQUIREMENTS, THE FORM OF SECURITY AGREEMENT SHOULD BE DRAFTED IN ACCORDANCE WITH THE PERTINENT PROVISIONS OF LOCAL STATUTES AND OTHER APPLICABLE FEDERAL STATUTES. THIS FORM MAY BE REPRODUCED.

SEND, WITH APPROPRIATE FEE, TO: FAA AIRCRAFT REGISTRY
P. O. BOX 33584
Oklahoma City, Oklahoma 73125

FILED IN FAA AIRCRAFT REGISTRY
CONFORMANCE

May 11 8 58 AM '79

FORM APPROVED
 OMB NO. 32-0006

UNITED STATES OF AMERICA
 DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE 000000870

FOR AND IN CONSIDERATION OF \$1,000.00
 UNDER SIGNED OWNER(S) OF THE FULL LEGAL
 AND BENEFICIAL TITLE OF THE AIRCRAFT DES-
 CRIBED AS FOLLOWS:

UNITED STATES
 REGISTRATION NUMBER N 2442H
 AIRCRAFT MANUFACTURER & MODEL
 Cessna Mallard C-73

AIRCRAFT SERIAL No. J-13

DOES THIS DAY OF April 1979

HEREBY SELL, GRANT, TRANSFER AND
 DELIVER ALL RIGHTS, TITLE, AND INTERESTS
 IN AND TO SUCH AIRCRAFT UNTO:

CONVEYANCE
 RECORDED
 MAY 24 7 37 AM '79
 FEDERAL AVIATION
 ADMINISTRATION

S 14205

Do Not Write in This Block
 FAA USE ONLY

NAME AND ADDRESS
 (IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL)

PURCHASER

Hollywood Flying Service, Inc.
 7750 Hollywood Blvd.
 Hollywood, Florida 33024

DEALER CERTIFICATE NUMBER

AND TO EXECUTORS, ADMINISTRATORS, AND ASSIGNS TO HAVE AND TO HOLD
 SINGULARLY THE SAID AIRCRAFT FOREVER, AND WARRANTS THE TITLE THEREOF.

IN TESTIMONY WHEREOF HAVE SET HAND AND SEAL THIS DAY OF 19

SELLER	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
		SLADECO, INC.	<i>Ronald H. Slade</i>

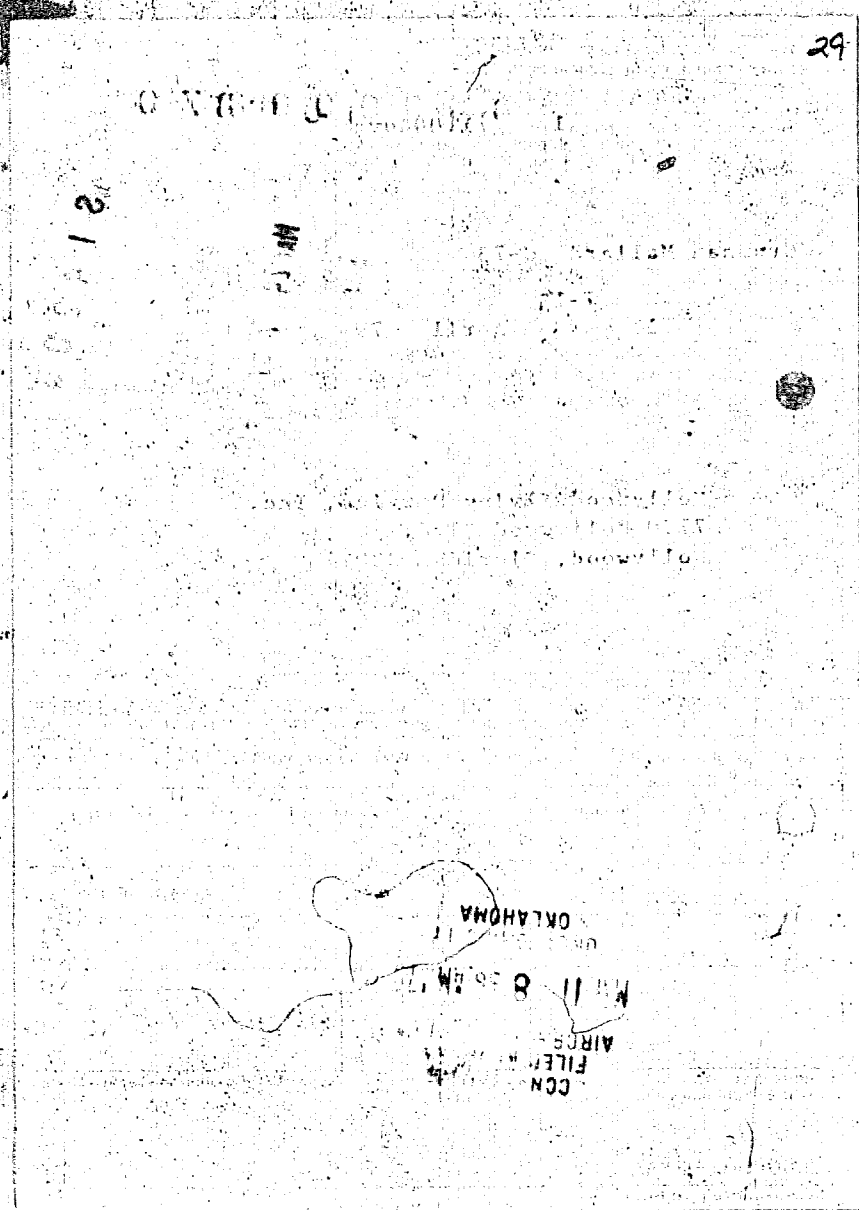
ACKNOWLEDGMENT (NOT REQUIRED FOR PURPOSES OF FAA RECORDING; HOWEVER, MAY BE REQUIRED
 BY LOCAL LAW FOR VALIDITY OF THE INSTRUMENT.)

ORIGINAL: TO FAA

29-1

MAY 16 5 34 PM '79
 00050084

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OKLAHOMA
MAY 11 8 30 AM '77
AIRCS
FILED
CCN

000000073

28-1

BUDGET BUREAU NO. 04-RD109; APPROVAL EXPIRES SEPTEMBER 30, 1978

The use of this form is not required, and it is provided solely for your convenience. It is only intended to be a suggested form of release, which, however, meets the recording requirements of the Federal Aviation Act of 1934, and the regulations issued thereunder. It is important that the form of release used by the security holder be drafted in accordance with the pertinent provisions of the law applicable under Section 509 of the Federal Aviation Act of 1934 (49 USC 1409) and to conform to the circumstances of the particular transaction. If this release form meets those requirements, you may use this copy. This form may be reproduced.

RELEASE

The undersigned (herein described as the security holder) is the true and lawful holder of the note or other evidence of indebtedness secured by a conveyance on the following described collateral:

AIRCRAFT MAKE AND MODEL
 Grumman Mallard

FAA REGISTRATION NUMBER N-2442H	AIRCRAFT SERIAL NUMBER J-13
ENGINE MAKE AND MODEL	ENGINE SERIAL NUMBER
PROPELLER MAKE	PROPELLER SERIAL NUMBER(S)

SPARE PARTS AND LOCATION

COMPLIANCE
 REFERENCED
 MAY 24 7 37 AM '79
 FEDERAL AVIATION
 ADMINISTRATION

S 1 4 2 0 4

Do Not Write In This Block
 FOR FAA USE ONLY

MICROFILM CODE
 SE KE

The conveyance dated January 15, 1979, was executed by Sladeco, Inc.
 to Mercantile National Bank at Dallas
 and assigned to

This conveyance was recorded by the Federal Aviation Administration on
 and was assigned conveyance number

I hereby certify and acknowledge that the above described collateral was released from the terms of
 the conveyance on April 13, 1979

A person signing for a corporation must be a corporate officer or hold a managerial position and must show his title. A person signing for another should see Parts 47 and 49 of the Federal Aviation Regulations (14 CFR Parts 47 and 49).

MERCANTILE NATIONAL BANK AT DALLAS
 (Name of Security Holder)
 SIGNATURE (In Ink) [Signature]
 Ben B. McAndrew
 TITLE Vice President

ACKNOWLEDGMENT (If Required By Applicable Local Law)

300413

REGISTERED

HEADS-R

OKLAHOMA CITY
MAY 11 8 58 AM '79
AIRCRAFT REGISTRY
FILED

FAA AIRCRAFT REGISTRY
 CAMERA NO. 2 DATE: 6-23-83

FORM APPROVED OMB NO. 04-R0076

UNITED STATES OF AMERICA
 DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION
AIRCRAFT REGISTRATION APPLICATION

0800 0004 27-1
 0004 18
 012979

UNITED STATES
 REGISTRATION NUMBER **N 2542H**
 AIRCRAFT MANUFACTURER & MODEL
Grumman Mallard
 AIRCRAFT SERIAL No.
J-13

FOR FAA USE ONLY

TYPE OF REGISTRATION (Check one box)
 1. Individual 2. Partnership 3. Corporation 4. Co-Owner 5. Gov't.

NAME OF APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.)

SLADECO, INC.

ADDRESS (Permanent mailing address for first applicant listed.)
 Number and street: **4650 S. Hampton Rd.**
 Rural Route: _____ P. O. Box: _____
 CITY: **Dallas** STATE: **TX** ZIP CODE: **75232**

CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS

ATTENTION! Read the following statement before signing this application.
 A false or dishonest answer to any question in this application may be grounds for punishment by fine and/or imprisonment (U.S. Code, Title 18, Sec. 1001).

CERTIFICATION
 I/WE CERTIFY that the above described aircraft (1) is owned by the undersigned applicant(s), who is/are citizen(s) of the United States as defined in Sec. 101(13) of the Federal Aviation Act of 1958; (2) is not registered under the laws of any foreign country; and (3) legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.

NOTE: If executed for co-ownership all applicants must sign. Use reverse side if necessary.

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK	SIGNATURE <i>Richard H. Slade</i>	TITLE <i>President</i>	DATE <i>1/15/79</i>
	SIGNATURE	TITLE	DATE
	SIGNATURE	TITLE	DATE

NOTE: Pending receipt of the Certificate of Aircraft Registration, the aircraft may be operated for a period not in excess of 90 days, during which time the PINK copy of this application must be carried in the aircraft.

00000000

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
JAN 23 12 57 PM '79
OKLAHOMA CITY, OKLA.

000000119

26-1

AIRCRAFT SECURITY AGREEMENT

Date: January 15, 1979

THIS AIRCRAFT SECURITY AGREEMENT made and entered into by and between Mercantile National Bank at 1704 Main Street, Dallas, Texas 75201 ("Secured Party")

and SLADCO, INC. ("Debtor")

of 4650 S. Hampton Rd.

Dallas, TX 75232

(Residence Address — street, city, county, state; if mailing address different, insert both addresses)

as follows:

1. **Indebtedness.** The Security Interest (defined below) is herein created to secure all obligations and indebtedness to Secured Party, direct or indirect, now existing or hereafter arising, of whatsoever kind or character, whenever or however created or incurred, of Debtor and

(Name)

(Mailing Address)

or either of them (collectively, the "Indebtedness").

2. **Agreement and Collateral.** For value received, Debtor hereby grants to Secured Party a security interest ("Security Interest") in the following described aircraft and personal property, together with the additional property described in paragraph 3.F hereof ("Collateral"), to-wit:

Item	New or Used	Manufacturer's Name and trade name	Year Mfd	Model	Serial No.	FAA Registration Number
Aircraft	Used	Crumman		Mallard	J-13	N-2742H

The Collateral will be kept at _____ (Full Address)

3. Debtor's Warranties, Covenants and Further Agreements.

A. Title. Except for the Security Interest, Debtor has, or on acquisition will have, fee simple title to the Collateral free from any lien, security interest, encumbrance or claim (except liens for current taxes not due) and Debtor will, during the term of this Agreement, at Debtor's cost, keep the Collateral free from other liens, security interests, encumbrances or claims, and defend any action which may affect the Security Interest or Debtor's title to the Collateral. Debtor is the registered owner of the Collateral, as evidenced by documents on file with the Federal Aviation Administration Aircraft Registry. This Agreement and any instrument or document which is, or shall be, included in the Collateral is, and shall be, genuine and legally enforceable and free from any setoff, counterclaim or defense.

B. Recorded Instruments. No conveyance, financing statement or other instrument affecting title to, or any interest in, the Collateral or any part or proceeds thereof is on file in any public office. At the Secured Party's request, Debtor will join in executing all financing statements and other instruments deemed necessary by the Secured Party to perfect the Security Interest and will pay all costs thereof.

C. Assignment. Notwithstanding any other provision hereof, Debtor will not sell, lease or otherwise dispose of all or part of the Collateral. Secured Party may assign or transfer all or part of its rights in, and obligations, if any, under the indebtedness, the Collateral and this Agreement.

D. Insurance. Debtor will insure the Collateral with companies acceptable to Secured Party against such casualties and in such amounts as Secured Party shall require with a clause in favor of Debtor and Secured Party as their interests may appear, and Secured Party is hereby authorized to collect sums which may become due under any of said policies and apply same to the Indebtedness. All policies of insurance shall provide for written notice to Secured Party at least thirty (30) days prior to cancellation. Risk of loss not covered by insurance is in Debtor.

E. Maintenance. Debtor will preserve the Collateral, keep same in good order and repair (at Debtor's own risk of loss), and will not waste, destroy, lose, allow to deteriorate (other than ordinary wear and tear), or materially modify the Collateral. Debtor will not allow the Collateral to be used in violation of any statute or ordinance. Secured Party, or its agents, will have the right to examine and inspect the Collateral at any time. Debtor shall furnish reports, data and financial statements, including audits by independent public accountants, in respect of the Collateral and Debtor's business and financial condition, as Secured Party may require. Debtor will pay promptly when due all taxes and assessments on the Collateral or for its use and operation and all costs, expenses and insurance premiums necessary to preserve, protect, maintain and collect the Collateral. Secured Party may, at its option, discharge such costs, expenses, and premiums for the repair, maintenance, and preservation of the Collateral, and all sums so expended shall be part of the Indebtedness.

F. Additional Property. The Collateral includes all proceeds, substitutions, products, accessions and attachments thereof; and equipment, tools, parts and accessories used in connection therewith. The Collateral also includes all money or property of Debtor in Secured Party's possession, held for or owed to Debtor, Secured Party being granted herein the right to set off such money and property against the Indebtedness. Debtor will immediately deliver all additional property to Secured Party upon receipt by Debtor, with proper instruments of transfer and assignment, if possession by Secured Party is necessary to perfect Bank's Security Interest or if otherwise required pursuant to this Agreement. The Collateral shall not include, in the case of consumer goods, any after-acquired property other than accessions and property acquired within ten (10) days after Secured Party has given value to Debtor.

SEE RECORDED
CONVEYANCE
NUMBER 214209
JAN 29 1979
FEDERAL AVIATION ADMINISTRATION
CONVEYANCE RECORDED
023408

MNB

2025 6 8 00 2005 0024

G. Change of Location. Debtor covenants and agrees that without Secured Party's prior written consent, Debtor will not change the location (as shown hereon) of the Collateral within thirty (30) days.

H. Airworthiness. The Collateral is covered by a current airworthiness certificate and is in flyable condition.

I. Notice of Changes. Debtor will immediately notify Secured Party of any change occurring in or to the Collateral, of a change in Debtor's residence, or in any fact or circumstance warranted or represented by Debtor to Secured Party, or if any event of default occurs.

4. Rights of Secured Party. Debtor hereby appoints Secured Party as Debtor's attorney-in-fact to do any act which Debtor is obligated by this Agreement to do, to exercise all rights of Debtor in the Collateral, and to do all things deemed necessary by Secured Party to perfect the Security Interest and preserve, collect, enforce and protect the Collateral and any insurance proceeds hereunder, all at Debtor's cost and without any obligation on Secured Party so to act, including, but not limited to, transferring title into the name of Secured Party, or its nominee, or receiving for, settling, or otherwise realizing upon the Collateral. Secured Party may, in its discretion, require Debtor to give possession or control of the Collateral to Secured Party; take control of the Collateral or proceeds thereof and use cash proceeds to reduce any part of the Indebtedness; require additional Collateral; reject as unsatisfactory any property hereafter offered by Debtor as Collateral; designate, from time to time, a certain percentage of the Collateral as the loan value and require Debtor to maintain the Indebtedness at or below such figure. Secured Party shall not be liable for any act or omission on the part of Secured Party, its officers, agents or employees, except willful misconduct nor shall Secured Party be responsible for depreciation in value of the Collateral or for preservation of rights against prior parties. The foregoing rights and powers of Secured Party may be exercised before or after default and shall be in addition to, and not a limitation upon, any rights and powers of Secured Party given herein or by law, custom or otherwise.

5. Events of Default. Debtor shall be in default under this Agreement upon the happening of any of the following events or conditions:

A. Default in the timely payment or performance of any obligation, covenant or agreement contained herein, secured hereby or otherwise made or owed to Secured Party;

B. Any warranty, representation or statement made to Secured Party by or in behalf of Debtor proves to have been false in any material respect when made;

C. Any event which results in the acceleration of the maturity of the indebtedness of Debtor to others under any indenture, agreement or undertaking;

D. Substantial change in any fact warranted or represented in this Agreement;

E. Sale, loss, theft, destruction, encumbrance or unauthorized transfer of any Collateral, or substantial damage thereto;

F. Any time Secured Party believes that the prospect of payment of all or part of the Indebtedness or performance of this Agreement is impaired;

G. On Debtor's death, incapacity, dissolution, merger or consolidation, termination of existence, insolvency, business failure, appointment of a receiver for any part of the Collateral, commission of an act of bankruptcy, assignment for the benefit of creditors or the commencement of any proceeding under any bankruptcy or insolvency law by or against Debtor or any entity of which Debtor is a partner or principal or any maker, guarantor, or other person liable upon or for any Indebtedness or Collateral;

H. Levy on, seizure, or attachment of all or part of the Collateral;

I. Judgment against Debtor which remains unpaid for thirty (30) days.

For the purposes of this paragraph 5, the term "Debtor" shall be defined to include both the Debtor and the person(s) named in paragraph 1 above.

6. Remedies of Secured Party upon Default. When an event of default occurs, and at any time thereafter, Secured Party may declare all or a part of the Indebtedness immediately due and payable and may proceed to enforce payment of same and to exercise any and all of the rights and remedies provided by the Uniform Commercial Code ("Code"), as well as all other rights and remedies possessed by Secured Party under this Agreement or otherwise at law or in equity. Secured Party may also require Debtor to assemble the Collateral and make it available to Secured Party at any place to be designated by Secured Party which is reasonably convenient to both parties. For purposes of the notice requirements of the Code, Secured Party and Debtor agree that notice given at least five (5) days prior to the related action hereunder is reasonable. Secured Party shall be entitled to immediate possession of the Collateral and shall have authority to enter upon any premises upon which the Collateral may be situated, and remove same therefrom. Expenses of retaking, holding, preparing for sale, selling, or the like, shall include, without limitation, Secured Party's reasonable attorneys' fees, and all such expenses shall be recovered by Secured Party before applying the proceeds from the disposition of the Collateral toward the Indebtedness. To the extent allowed by the Code, Secured Party may use its discretion in applying the proceeds of any disposition of the Collateral and Debtor will remain liable for any deficiency remaining after such disposition. All rights and remedies of Secured Party hereunder are cumulative and may be exercised singly or concurrently. The exercise of any right or remedy will not be a waiver of any other.

7. General.

A. Waiver by Secured Party. No waiver by Secured Party of any right hereunder or of any default by Debtor shall be binding upon Secured Party unless in writing. Failure or delay by Secured Party to exercise any right hereunder or waiver of any default of Debtor shall not operate as a waiver of any other right, of further exercise of such right, or of any further default.

B. Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, receivers, trustees and assigns where permitted by this Agreement. All representations and warranties and agreements of Debtor are joint and several if Debtor is more than one. This Agreement shall constitute a continuing agreement, applying to all future as well as existing transactions, such future transactions being contemplated by Debtor and Secured Party.

C. Texas Law to Apply. This Agreement shall be construed in accordance with the Code (the definitions of which apply herein) and other applicable laws of the State of Texas and any proceeding hereunder shall be in Dallas County, Texas.

D. Notice. Notice shall be given or sent when mailed postage prepaid to Debtor's address given above or to Debtor's most recent address as shown by notice of change on file with Secured Party.

E. Modification. This Agreement shall not be amended in any way except by a written agreement signed by the parties hereto.

F. Severability. The unenforceability of any provision of this Agreement shall not affect the enforceability or validity of any other provision hereof.

G. Construction. If there is any conflict between the provisions hereof and the provisions of the Indebtedness, the latter shall control. The captions herein are for convenience of reference only and not for definition or interpretation.

H. Waiver of Debtor. Debtor hereby waives presentment, demand, notice of dishonor, protest, and notice of protest, and all other notices with respect to collection, or acceleration of maturity, of the Collateral and Indebtedness.

I. Additional Terms. All annexes and schedules attached hereto, if any, are hereby made a part hereof.

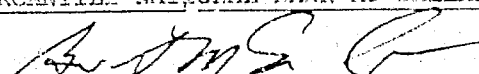
SECURED PARTY:

DEBTOR:

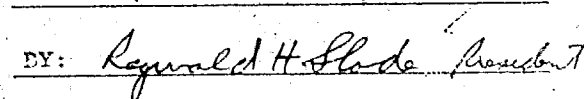
MERCANTILE NATIONAL BANK AT DALLAS

SLADECO, INC.

By:


Len E. McAndrew (Name)

By:


Reginald H. Slade, President

Vice President

Reginald H. Slade, President

(Title)

FORM APPROVED:
 OMB NO. 04-0007

UNITED STATES OF AMERICA
 DEPARTMENT OF TRANSPORTATION
 AIRCRAFT BILL OF SALE

000000117 25-1

FOR AND IN CONSIDERATION OF \$1.00 OVER
 UNDERSIGNED OWNER(S) OF THE FULL LEGAL
 AND BENEFICIAL TITLE OF THE AIRCRAFT DES-
 CRIBED AS FOLLOWS:

UNITED STATES
 REGISTRATION NUMBER **N 242H**
 AIRCRAFT MANUFACTURER & MODEL
Grumman Mallard
 AIRCRAFT SERIAL No.

J-13
 DOES THIS 15th DAY OF **April** 19**79**
 HEREBY SELL, GRANT, TRANSFER AND
 DELIVER ALL RIGHTS, TITLE, AND INTERESTS
 IN AND TO SUCH AIRCRAFT UNTO

CONVEYANCE
 RECORDED
 Not Write In This Block
 FOR FAA USE ONLY

023407

PURCHASER

NAME AND ADDRESS
 (IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND INITIALS)
SLADECO, INC.
4650 S. Hampton Rd.
Dallas, TX 75232

DEALER CERTIFICATE NUMBER

AND TO EXECUTORS, ADMINISTRATORS, AND ASSIGNS TO HAVE AND TO HOLD
 SINGULARLY THE SAID AIRCRAFT FOREVER, AND WARRANTS THE TITLE THEREOF,

IN TESTIMONY WHEREOF HAVE SET HAND AND SEAL THIS DAY OF 19

	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
SELLER	Reginald H. Slade	<i>Reginald H. Slade</i>	Owner

0805.002A
 6800
 0805.002A

ACKNOWLEDGMENT (NOT REQUIRED FOR PURPOSES OF FAA RECORDING; HOWEVER, MAY BE REQUIRED
 BY LOCAL LAW FOR VALIDITY OF THE INSTRUMENT.)

ORIGINAL: TO FAA

6-23-83

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CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
JAN 23 12 57 PM '79
OKLAHOMA CITY, OKLA.

24-2

N 1-0000000

DEPARTMENT OF TRANSPORTATION
JAN 8 3 08 PM '79
FAA AIRCRAFT REGISTRY
CONFORMANCE FILED WITH

000000818

REPRESENTATION IN SUPPORT OF APPLICATION
FOR REGISTRATION OF AIRCRAFT
OWNED BY A RESIDENT ALIEN.

The undersigned is not a citizen of the United States but was lawfully admitted for permanent residence in the United States as of 26th Nov, 1978, and is the holder of alien registration (Form 1-151) number A23645046.

This representation is furnished in support of that AC Form 8050-1, Aircraft Registration Application, for civil aircraft identified as N _____, executed on Jan 2, 1979, and furnished to the FAA Aircraft Registry.

Name (Print): DR. REGINALD H SLADE.

Signature: Dr Reginald H Slade.

Date: Jan 2, 1979.

Witness

no number yet It is a Cessna 673 Serial number J13.

It was N 2442H

B.

010000000

OKLAHOMA CITY, OKLA.
JAN 8 3 08 PM '79
CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

000000966
23-1

December 23, 1978

With this bill of sale I, Harold Serpas, Dallas, Texas, transfer ownership of a Grumman Mallard (G73) Serial number J 13, to Reginald H. Slade. The sum paid was \$200,000 in the form of a cancellation of a note for \$200,000 plus interest owed to Dr. Reginald H. Slade by Mr. Harold Serpas.

JAN 12 7 34 AM '79
FEDERAL AVIATION
ADMINISTRATION
COMMERCIAL
REGISTERED

A 87623

Harold Serpas
Harold Serpas
Dallas, Texas

Reginald H. Slade
Reginald H. Slade, M.D.
Dallas, Texas

Pamela S. Jones
Witness

00

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OKLAHOMA CITY, OKLA.
Dec 28 2 07 PM '78
CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

0 0 0 0 0 0 9 6 7

PHONE 330-6303

22-3

Return

REGINALD H. SLADE, M.D.

4680 SOUTH HAMPTON ROAD
DALLAS, TEXAS 75232

December 21, 1978

Aircraft Registry
Oklahoma City, Okla.

Dear Sir:

Regarding aircraft INP 5820 which is a Grumman 673 Serial number J 13. In our conversation today you requested this letter to confirm that no one else owned this aircraft in Canada since April 5/78 when it was de-registered in the U.S.A.

The aircraft was flown to Dallas in July of '78 under a flight permit from Canada.

It was sold to Mr. Harold Serpas on November 17, 1978 but since it was seen that he was unable to afford the machine it was repurchased by me December 13, 1978.

I am enclosing the bill of sale putting ownership back to me. Neither bill of sale was registered with Oklahoma as the aircraft was not ready to fly.

Since it was never registered in Canada, as can be seen by the cable from the Canadian Government, would you be kind enough to forward me a U.S. registration number. The rest of the application and the \$5 fee was sent seven days ago.

The aircraft is currently at Brodie Airservice at Meacham Field at Forth Worth. Radios and servicing are being completed.

If you would reverse the charges on a phone call when you have a number available, I would be very grateful. The number is 214-330-7777. If you have further questions please phone the same number.

Would you kindly return this bill of sale as it is my only copy.

OK Serpas for Brodie

00000

22-2

OKLAHOMA CITY, OKLA.
DEC 28 2 07 PM '78
CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

Yours thankfully,

Reginald H. Slade M.D.

Reginald H. Slade, M.D.

"The State of Texas
"County of Dallas

"Before me, a Notary Public, on this day personally
appeared Reginald H. Slade, M.D., known to me
to be the person whose name is subscribed to the fore-
going instrument and acknowledged to me that he executed
the same for the purposes and consideration therein
expressed.



"Given under my hand and seal of office this 22nd
day of December, A.D. 1978.

Edwina Conway

Edwina Conway

Notary Public in and for Dallas

County, Texas.

"My commission expires the 31st day of July
1980."

000000

22

OKLAHOMA CITY, OKLA.
DEC 28 2 07 PM '78
CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

21-1

Nov 24 22 1978

NNNN
JJ KOEXYA
242159 CYHQYY
CHIEF AIRCRAFT REGISTRATION BRANCH
FEDERAL AVIATION ADMINISTRATION
OKLAHOMA CITY
U R G E N T

LICA A1420/78 THIS CONFIRMS THAT: C-GRZI, GRUMMAN-C73, SERIAL
NUMBER J-13 WAS REMOVED FROM THE CANADIAN CIVIL AIRCRAFT REGISTER
EFFECTIVE NOVEMBER 24, 1978, (SERIAL NUMBER IS FACTORY NEW) AND
HAS NEVER BEEN REGISTERED IN CANADA. SERIAL NUMBER WAS NEVER
REGISTERED IN CANADA.

J E LAFONTAINE
FOR CHIEF AERONAUTICAL LICENSING DIVISION
AERONAUTICAL LICENSING AND INSPECTION BRANCH OTTAWA

NOV 24 09 08 '78

NNNN
OEX 043 242215

*OK for Canada
but make sure
act to permit reg.
11-27-78*

NOV 27 08 02 '78

21

RECEIVED
GENERAL AVIATION ADMINISTRATION
WASHINGTON, D.C.
NOV 27 1978
RECEIVED IN CANADA
FOR CHIEF AERONAUTICAL LICENSING DIVISION
OTTAWA

NOV 27 08 02 '78

RECEIVED

NOV 27 1978

20-1

TELEGRAPHIC MESSAGE

NAME OF AGENCY FEDERAL AVIATION ADMINISTRATION AERONAUTICAL CENTER OKLAHOMA CITY OKLAHOMA		PRECEDENCE <input type="checkbox"/> PRIORITY <input checked="" type="checkbox"/> ROUTINE	SECURITY CLASSIFICATION
ACCOUNTING CLASSIFICATION	DATE PREPARED 4-5-78	TYPE OF MESSAGE <input type="checkbox"/> SINGLE <input type="checkbox"/> BOOK <input type="checkbox"/> MULTIPLE-ADDRESS	
FOR INFORMATION CALL			
NAME AAC-254:HWALTERS:sd	PHONE NUMBER 2274		
THIS SPACE FOR USE OF COMMUNICATION UNIT			
CHARGE FAA			
MESSAGE TO BE TRANSMITTED (Use double spacing and all capital letters)			
TO: CYHOYA TRANSPORT OTTAWA CANADA			
<p>THIS CONFIRMS</p> <p><input checked="" type="checkbox"/> DEREGISTRATION OF N <u>2442H</u> <u>GRIEMAN G-73</u></p> <p>SERIAL <u>113</u> FROM THE UNITED STATES CIVIL</p> <p>AIRCRAFT REGISTER EFFECTIVE <u>8 AM CST APRIL 5, 1978</u></p> <p><input checked="" type="checkbox"/> OUR RECORDS SHOW NO UNRELEASED RECORDED LIENS AGAINST AIRCRAFT.</p> <p><input type="checkbox"/> OUR RECORDS SHOW UNRELEASED LIEN(S) AGAINST THIS AIRCRAFT.</p> <p>CONSENT TO EXPORT RECEIVED FROM LIENHOLDER: _____</p> <p><input type="checkbox"/> THE FOLLOWING AIRCRAFT (HAS) (HAVE) NEVER BEEN ENTERED ON THE UNITED STATES CIVIL AIRCRAFT REGISTER AS OF _____</p>			
JAMES E. HENDERSON CHIEF FAA AIRCRAFT REGISTRY AAC-250 FEDERAL AVIATION ADMINISTRATION		051612	
cc: SEAGULL AIR SERVICE, INC.		SECURITY CLASSIFICATION	
PAGE NO.	NO. OF PGS.		
1	1		

DEREGISTRATION OF UNITED STATES CIVIL AIRCRAFT

old 19-1

Aircraft Registration No. N-244274	Manufacturer and Model Brewster B-73	Serial Number J13
LAST OWNED BY: Seagull Air Service Inc.	Lien Information on File: <input checked="" type="checkbox"/> None <input type="checkbox"/> Outstanding Recorded Conveyance No. _____	LIENHOLDER:
The above registration is to be canceled for the reason checked below: <input type="checkbox"/> Accident <input type="checkbox"/> Totally destroyed or scrapped <input type="checkbox"/> At the request of: <input type="checkbox"/> Registrant <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Revocation <input type="checkbox"/> AC Form 8050-73 Action <input checked="" type="checkbox"/> Other (Specify) _____		Exported to: <u>Canada</u>
Official approving the cancellation: Name: <u>Charles M. Adams</u>		INDEX CHECKED THROUGH: <u>4-4-78</u>
CONFIRM TO: <u>Canada</u>	FOREIGN MARKINGS: _____	COPY TO: <input type="checkbox"/> WIRE <input checked="" type="checkbox"/> MAIL <u>Seagull Air Service Inc</u> <u>P.O. Box 640318</u> <u>Miami FL 33164</u>
CHARGE INFO. WIRE TO: _____		DATE: 18 041178
The above registration has been canceled and records adjusted accordingly. Records Clerk: _____		DATE: 18 041178

REINSTATE
 27 JAN 4 1978

0 0 0 0 0 2 6 5 3

18-1

REGINALD H. SLADE, M.D.

4012 NEW STREET
BURLINGTON, ONTARIO L7L 1B7

TELEPHONE 637-8633

March 28th, 1978.

F.A.A.,
Central Registry Office,
Box 25044,
Oklahoma City, Oklahoma,
73125.

B 040578

Dear Sirs:

Re: Grumman Mallard (G73)
Reg. # 2442H
Serial # J13

Enclosed please find two documents (the Bill of Sale and Certificate of Secretary) showing the sale of the above aircraft from Seagull Air Service, Inc. - Peter M. Davis to Dr. Reginald H. Slade,

Would you kindly deregister this aircraft with the FAA and then notify the M.O.T. in Canada and also send a collect telegram to:

Hamilton Aero,
30 Regent Avenue,
Unit 44,
Hamilton, Ontario, L9B 1B3

Telephone 1-416-679-6542

When all transactions have been completed, would you please return the enclosed documents by registered mail.

Thank you,

Yours truly,



Reginald H. Slade, M.D.

RHS/dms
encls (2)

18

OKLAHOMA CITY, OKLA.

APR 3 12 30 PM '78

FAA AIRCRAFT REGISTRY
COPIES FILED WITH

BILL OF SALE, ABSOLUTE RAMCO FORM 101

Know All Men by These Presents, That Seagull Air Service, Inc.,
a Florida corporation,
of the City of Miami,
and State of Florida, in the County of Dade
of the first part, for and in consideration of the sum of

TEN AND NO/100 Dollars
lawful money of the United States, to it paid by ✓ DR REGINALD HAROLD SLAPPE
of 4012 NEW ST BULLINGTON ONT of the second
part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered,
and by these presents does grant, bargain, sell, transfer and deliver unto the said part of the second
part, his executors, administrators and assigns, the following
goods and chattels:

One (1) Grumman Mallard Airplane
Registration #N2442H
Serial #J13

The Party of the Second Part by acceptance of this Bill of Sale
does hereby assume and agree to pay all sales, use or other taxes
imposed upon this conveyance other than income taxes payable by
the Party of the First Part.

Balance of \$ 130,000.00 paid on delivery and U.S. funds

**CERTIFIED
COPY** P 08 29 '78

Sharon Ashford
Conveyance Examiner

To Have and to Hold the same unto the said part Y of the second part, his
executors, administrators and assigns forever.

AND it does, for itself and its successors, heirs, executors
and administrators, covenant to and with the said part Y of the second part, his executors,
administrators and assigns, that it is the lawful owner of the said goods and
chattels; that they are free from all encumbrances; that it has good right to sell the
same aforesaid, and that it will warrant and defend the sale of the said property, goods and
chattels hereby made, unto the said part Y of the second part his executors,
administrators and assigns against the lawful claims and demands of all persons whomsoever.

In Witness Whereof, I have hereunto set my hand and
seal this day of September, one thousand nine hundred and seventy seven.

Signed, sealed and delivered in presence of us:
Elizabeth P. Hank
Pauline Jordan
By: Peter M. Davis, President (SEAL)
State of Florida, (SEAL)

County of DADE (corporate seal)

I Hereby Certify that on this day personally appeared before me, an officer duly authorized to
administer oaths and take acknowledgements, PETER M. DAVIS, as President of
SEAGULL AIR SERVICE, INC., a Florida corporation-----
to me well known to be the person described in and who executed the foregoing Bill of Sale, and he
acknowledged before me that he executed the same freely and voluntarily for the purpose therein expressed.

Witness my hand and official seal at
County of _____ and State of _____, this _____ day of September
A.D. 19 77

My commission expires:

Notary Public, State of

orig ret R. H. Slade
4650 South Hampton
Dallas TX 75232

CONVEYANCE
RECORDED
APR 5 7 48 AM '78
FEDERAL AVIATION
ADMINISTRATION

B 26950

17-2

RAMCO FORM 101

Bill of Sale

ABSOLUTE

From

To

Dated

, 19

OKLAHOMA CITY, OKLA:

APR 3 12 30 PM '78

FAA AIRCRAFT REGISTRY

00000224¹⁷⁻¹₅


CERTIFICATE OF SECRETARY

THE UNDERSIGNED, being the Secretary of SEAGULL AIR SERVICE, INC., a Florida corporation, does hereby certify that the following resolution of the directors of the Corporation was made at a meeting of the directors held on September 27th, 1977, with all of said directors being present:

RESOLVED that the Corporation shall sell its airplane, a Grumman Mallard, registration #N2442H, serial #J13, to Dr. Slade; and it was _____

RESOLVED FURTHER that Peter M. Davis be authorized and empowered to execute and deliver all documents and instruments in connection with the foregoing sale of the Corporation's airplane.

IN WITNESS WHEREOF, the undersigned Secretary of SEAGULL AIR SERVICE, INC. has affixed its signature and the seal of the Corporation on this the 30th day of September, 1977.



SECRETARY

(corporate seal)

17

OKLAHOMA CITY, OKLA

APR 3 12 30 PM '78

FAA AIRCRAFT REGISTRY
OKLAHOMA CITY, OKLA

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATIONAERONAUTICAL CENTER
P.O. BOX 25082
OKLAHOMA CITY, OKLAHOMA 7312811 NOVEMBER 1977
CERTIFIED - RETURN RECEIPT REQUESTEDSEAGULL AIR SERVICE INC N-2442H
PO BOX 640318
MIAMI FL 33164ORDER OF REVOCATION

It appears to the Administrator of the Federal Aviation Administration ("FAA"), acting by and through his Aeronautical Center Counsel as authorized by §13.19(b) of the Federal Aviation Regulations, that on the basis of all of the available information, you violated the Federal Aviation Regulation hereinafter enumerated in the following respect:

1. The official records of the FAA Aircraft Registry show you hold the Certificate of Aircraft Registration for civil aircraft N-2442H
2. As certificate holder, you failed to sign and submit to the FAA Aircraft Registry an "Aircraft Registration Eligibility, Identification and Activity Report" (being Part 1: AC Form 8050-73) for the above described aircraft. The form was due APRIL 1, 1977.

By reason of the foregoing facts and circumstances, you violated Section 47.44(a) of the Federal Aviation Regulations in that you failed to submit the required Report within the time prescribed by that section.

NOW THEREFORE IT IS ORDERED, pursuant to Section 501(e) of the Federal Aviation Act of 1958 as amended, that the Certificate of Aircraft Registration issued in your name for the above described civil aircraft be revoked, effective the date of this Order. You are, therefore, requested to surrender such certificate by mailing it to the Aeronautical Center Counsel (AAC-7), P. O. Box 25082, Oklahoma City, Oklahoma 73125.

ALLEN H. BARR
Aeronautical Center Counsel

Enclosure:
Information Sheet

15-1

UNITED STATES OF AMERICA
 DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

AIRCRAFT REGISTRATION APPLICATION

TYPE OF REGISTRATION (Check one box) 1. Individual
 2. Partnership 3. Corporation 4. Co-Owner 5. Gov't

CERT. ISSUE DATE

NATIONALITY AND REGISTRATION MARKS U.S. FAA N2442H

AIRCRAFT MAKE AND MODEL Grumman Mallard G-73

L 051775

AIRCRAFT SERIAL No. J-13

FOR FAA USE ONLY

NAME OF APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.)

Seagull Air Service, Inc.

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street:

Rural Route:

P. O. Box:

640318

<input checked="" type="checkbox"/>	CITY	STATE	ZIP CODE
	<u>Miami</u>	<u>Florida</u>	<u>33164</u>

CHECK HERE IF ADDRESS CHANGE

(No fee required for revised Certificate of Registration)

ATTENTION! Read the following statement before signing this application. A false or dishonest answer to any question in this application may be grounds for punishment by fine and/or imprisonment (U.S. Code, Title 18, Sec. 1001).

CERTIFICATION

I/WE CERTIFY that the above described aircraft (1) is owned by the undersigned applicant(s), who is/are citizen(s) of the United States as defined in Sec. 101(13) of the Federal Aviation Act of 1958; (2) is not registered under the laws of any foreign country; and (3) legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.

NOTE: If executed for co-ownership all applicants must sign. Use reverse side if necessary.

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK	SIGNATURE <u>[Signature]</u>	TITLE <u>President</u>	DATE <u>5/9/75</u>
	SIGNATURE	TITLE	DATE
	SIGNATURE	TITLE	DATE

NOTE. Pending receipt of the Certificate of Aircraft Registration, the aircraft may be operated for a period not in excess of 90 days, during which time the PINK copy of this application must be carried in the aircraft.

15

MICRO

OKLAHOMA CITY, OKLA.

MAY 12 3 29 PM '75

FAA AIRCRAFT REGISTRY
NOTHING FILED WITH

M 139204

14-1

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

FORM APPROVED
OMB No. 04-0018

THIS FORM SERVES TWO PURPOSES

PART I acknowledges the recording of a security conveyance covering the collateral described herein.
PART II is a suggested form of release which may be used to release the collateral from the terms of the conveyance.

PART I - CONVEYANCE RECORDATION NOTICE

NAME (last name first) OF ~~LESSOR~~ Lessor

BARNETT LEASING COMPANY

NAME and ADDRESS OF ~~LESSEE~~ Lessee

SEAGULL AIR SERVICE, INC.
2345 So. Bayshore Drive,
Miami, Florida

NAME OF SECURED PARTY'S ASSIGNOR (if assigned)

Do Not Write In This Block
FOR FAA USE ONLY

FAA REGISTRATION NUMBER	AIRCRAFT SERIAL NUMBER	AIRCRAFT MFR. (BUILDER) and MODEL
N2442H	J13	GRUMMAN G73

ENGINE MFR. and MODEL	ENGINE SERIAL NUMBER(S)
PROPELLER MFR. and MODEL	PROPELLER SERIAL NUMBER(S)

THE SECURITY CONVEYANCE DATED 12/12/73 COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REGISTRY ON 12/21/73 AS CONVEYANCE NUMBER X040423

FAA CONVEYANCE EXAMINER

PART II - RELEASE - (This suggested release form may be executed by the secured party and returned to the FAA Aircraft Registry when terms of the conveyance have been satisfied. See below for additional information.)

THE UNDERSIGNED HEREBY CERTIFIES AND ACKNOWLEDGES THAT HE IS THE TRUE AND LAWFUL HOLDER OF THE NOTE OR OTHER EVIDENCE OF INDEBTEDNESS SECURED BY THE CONVEYANCE REFERRED TO HEREIN ON THE ABOVE-DESCRIBED COLLATERAL AND THAT THE SAME COLLATERAL IS HEREBY RELEASED FROM THE TERMS OF THE CONVEYANCE. ANY TITLE RETAINED IN THE COLLATERAL BY THE CONVEYANCE IS HEREBY SOLD, GRANTED, TRANSFERRED, AND ASSIGNED TO THE PARTY WHO EXECUTED THE CONVEYANCE, OR TO THE ASSIGNEE OF SAID PARTY IF THE CONVEYANCE SHALL HAVE BEEN ASSIGNED; PROVIDED, THAT NO EXPRESS WARRANTY IS GIVEN NOR IMPLIED BY REASON OF EXECUTION OR DELIVERY OF THIS RELEASE.

This form is only intended to be a suggested form of release, which meets the recording requirements of the Federal Aviation Act of 1958, and the regulations issued thereunder. In addition to these requirements, the form used by the security holder should be drafted in accordance with the pertinent provisions of local statutes and other applicable federal statutes. This form may be reproduced. There is no fee for recording a release. Send to FAA Aircraft Registry, P. O. Box 25504, Oklahoma City, Oklahoma 73125.

DATE OF RELEASE: April 16, 1976
SEAGULL AIR SERVICE, INC.

SIGNATURE (in ink) [Signature]
TITLE President

(A person signing for a corporation must be a corporate officer or hold a managerial position and must show his title. A person signing for another should see Parts 47 and 49 of the Federal Aviation Regulations (14 CFR)

ACKNOWLEDGEMENT (if Required By Applicable Local Law):

14

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
APR 30 '76
OKLAHOMA CITY,
OKLAHOMA

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
APR 26 2 51 PM '76
OKLAHOMA CITY, OKLA

13-1

FORM APPROVED
 OMB NO. 04-00074

UNITED STATES OF AMERICA
 DEPARTMENT OF TRANSPORTATION
 FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF \$ _____ THE
 UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND
 BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED ABOVE
 FOLLOWS:

AIRCRAFT MAKE AND MODEL
 Grumman Mallard G-73

MANUFACTURER'S SERIAL NUMBER
 J-13

NATIONALITY & REGISTRATION MARKS
 N-2442H

DOES THIS 9th DAY OF May 1975
 HEREBY SELL, GRANT, TRANSFER AND
 DELIVER ALL RIGHTS, TITLE, AND INTERESTS
 IN AND TO SUCH AIRCRAFT UNTO:

PURCHASER

NAME AND ADDRESS
 (IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL)

Seagull Air Service, Inc.
 c/o Mr. Franklin H. Davis
 1109 First Avenue South
 Great Falls, Montana 59401

Sell

AND TO EXECUTORS, ADMINISTRATORS, AND ASSIGNS TO HAVE AND TO HOLD
 SINGULARLY THE SAID AIRCRAFT FOREVER, AND WARRANTS THE TITLE THEREOF.

IN TESTIMONY WHEREOF HAVE SET HAND AND SEAL THIS DAY OF 19

	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN BLACK INK.) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
SELLER	Barnett Leasing Company	<i>W. Barnett</i>	Sr. Vice president

ACKNOWLEDGMENT (NOT REQUIRED FOR PURPOSES OF FAA RECORDING; HOWEVER, MAY BE REQUIRED
 BY LOCAL LAW FOR VALIDITY OF THE INSTRUMENT.)

ORIGINAL: TO FAA

AC FORM 8080-1 (4-71) (0082-020-0028)

L 0 9 8 2 9 6
 MAY 17 11 41 AM '75
 CONVEYANCE
 813 3630 80059084

13

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7000500

COMPLIANCE

25. 11 11 11 11

FAA AIRCRAFT REGISTRY
1000 EAST AVENUE
OKLAHOMA CITY, OKLA. 73101
TELEPHONE (405) 954-2000
FACSIMILE (405) 954-2000

1000 EAST AVENUE
OKLAHOMA CITY, OKLA. 73101
TELEPHONE (405) 954-2000
FACSIMILE (405) 954-2000

OKLAHOMA CITY, OKLA.

MAY 12 3 29 PM '75

FAA AIRCRAFT REGISTRY

832 2920 500020000

ORIGINAL TO FAA

12-1

OMB No. 04-R0169 Approval Expires October 1977

The use of this form is not required, and it is provided solely for your convenience. It is only intended to be a suggested form of release, which, however, meets the recording requirements of the Federal Aviation Act of 1938, and the regulations issued thereunder. It is important that the form of release used by the security holder be drafted in accordance with the pertinent provisions of the law applicable under Section 506 of the Federal Aviation Act of 1938 (49 USC 1406) and to conform to the circumstances of the particular transaction. If this release form meets these requirements, you may use this copy. This form may be reproduced.

RELEASE

The undersigned (herein described as the security holder) is the true and lawful holder of the note or other evidence of indebtedness secured by a conveyance on the following described collateral:

AIRCRAFT MAKE AND MODEL Grumman Mallard G-73	
FAA REGISTRATION NUMBER N-2442H	AIRCRAFT SERIAL NUMBER J 13
ENGINE MAKE AND MODEL	ENGINE SERIAL NUMBER
PROPELLER MAKE	PROPELLER SERIAL NUMBER(S)
SPARE PARTS AND LOCATION	

L 0 9 8 2 9 5

CONVEYANCE

MAY 17 11 40 AM '75

FEDERAL AVIATION
 ADMINISTRATION

Do Not Write In This Block
 FOR FAA USE ONLY

MICROFILM CODE
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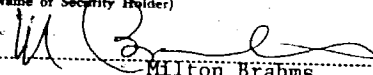
The conveyance dated 12/12/73, was executed by Barnett Leasing
Company to Seagull Air Service, Inc.
 and assigned to _____

This conveyance was recorded by the Federal Aviation Administration on 12/21/73
 and was assigned conveyance number X040423

I hereby certify and acknowledge that the above described collateral was released from the terms of
 the conveyance on 5/9/75

A person signing for a corporation must be a corporate officer or hold a managerial position and must show his title. A person signing for another should see Parts 47 and 49 of the Federal Aviation Regulations (14 CFR Parts 47 and 49).

Barnett Leasing Company
(Name of Security Holder)

SIGNATURE (In Ink) 
MILTON BRAHMS

TITLE Senior Vice President

ACKNOWLEDGMENT (If Required By Applicable Local Law)

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

MICROFILM AERONAUTICAL CENTER
P.O. BOX 28082
OKLAHOMA CITY, OKLAHOMA 73128



DATE: _____
IN REPLY REFER TO: AAC-250:N _____
SUBJECT: Notice of Recordation of Conveyance
TO: _____

NAME:

We have received the conveyance securing an obligation which was submitted to the Federal Aviation Administration for recording.

This conveyance dated _____ was recorded on _____ as conveyance number _____ pertaining to _____

When the obligation secured by the conveyance has been satisfied, the security holder is required to execute a release and send it to the FAA Aircraft Registry for recording. The release must be signed in ink by the security holder and the above-mentioned conveyance number be included in the release. A suggested form of release is printed on the reverse side of this letter.

If applicable local law so requires to make the release valid, the release must be acknowledged before a notary public.

There is no fee for the recording of a release.

LESTER G. ROBINSON
Chief, Aircraft Registration Branch, AAC-250

OKLAHOMA CITY, OKLA.
MAY 12 3 29 PM '75
FAA AIRCRAFT REGISTRY

SEE RECORDED
CONVEYANCE
M139204

SEE RECORDED
CONVEYANCE
NUMBER 2098295

Lease No. 840002

This Aircraft Lease made as of the 12th day of December, 1973,
between BARNETT LEASING COMPANY, a Florida corporation (hereinafter
called "Owner") and SEAGULL AIR SERVICE, INC.,
Florida
corporation (hereinafter called "Lessee")

WITNESSETH for and in consideration of the mutual covenants and promises
hereinafter set forth, the parties hereto agree as follows:

EASING OF
AIRCRAFT

1. Owner hereby leases to Lessee and Lessee hereby leases from Owner
the Aircraft described on each Rental Schedule now or hereafter executed
by Owner and Lessee pursuant to this Lease. The term "Aircraft" as used
herein shall mean each Aircraft leased hereunder and more specifically
described on each Rental Schedule, and shall include all equipment
installed therein or thereon (whether or not specified on such Rental
Schedule), including, but not limited to, all engines, avionics, radios,
electronic devices, instruments, safety equipment and all items of addi-
tional equipment. Each Rental Schedule shall incorporate by reference
all of the provisions of this Lease to the same extent as if such pro-
visions were fully set forth in such Rental Schedule. Each reference
herein to "this Lease", "herein", "hereunder" or other like words shall
include this Lease and each Rental Schedule from time to time entered
into.

X 0 4 0 4 2 3

DELIVERY AND
ACCEPTANCE

2a). Lessee agrees to accept each Aircraft for lease hereunder upon
the delivery of same to Lessee, and to execute and deliver to Owner,
for each Aircraft, a Certificate of Inspection and Acceptance, in a form
satisfactory to Owner, and a Rental Schedule for such Aircraft. Lessee's
execution of such Certificate of Inspection and Acceptance shall constitute
Lessee's unconditional acceptance for lease hereunder of the Aircraft
described therein and Lessee's acknowledgment and agreement that such
Aircraft (i) is currently certificated and completely airworthy, (ii)
is in good operation, order, repair and condition, (iii) that Lessee has
accepted such Aircraft in the condition received, (iv) that such Air-
craft is of a size, design, capacity and manufacture selected by Lessee,
(v) that Lessee is satisfied that such Aircraft is suitable for its pur-
poses, and (vi) that Owner has made no warranty, express or implied,
with respect to such Aircraft.

b). Owner shall not be liable in any event for specific perform-
ance of this Lease or for damages of any type if, with or without
excuse, the vendor of the Aircraft fails to accomplish delivery of
such Aircraft in a condition acceptable to Lessee, for any reason
whatsoever, including but not limited to, Acts of God or labor strikes.

c). Notwithstanding anything in this Lease to the contrary, if
Lessee for any reason, with or without excuse, fails to accept delivery
of any Aircraft and furnish to Owner a Certificate of Inspection and
Acceptance therefor, Lessee shall exonerate and indemnify Owner against,
and hold Owner harmless from, any and all claims, actions, suits,
proceedings, losses, judgments, damages and liabilities, including
reasonable attorneys' fees and other costs and expenses in connection
therewith and incident thereto, arising out of claims by the vendor

12/22 5:25
10 Department - my - see records

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OKLAHOMA CITY, OKLA.

DEC 20 12 03 PM '73

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

of such Aircraft, or any persons, firms or corporation claiming by, through or under such vendor, based upon or related to the purchase by Owner of such Aircraft.

LEASE TERM

3. The Lease term for each Aircraft (the "Lease Term") shall be specified in Section 2 of the Rental Schedule for such Aircraft, and shall commence on the date such Aircraft is delivered to Lessee at the Delivery Place specified in Section 5 of such Rental Schedule and such date shall be set forth as the Lease Commencement Date in Section 3 of such Rental Schedule. Lessee hereby authorizes Owner to insert the Lease Commencement Date for each Aircraft in Section 3 of the Rental Schedule therefor, and to also insert in such Rental Schedule any information identifying the Aircraft described therein.

RENT AND OTHER PAYMENTS

4a). Lessee promises to pay to Owner, with respect to each Aircraft leased hereunder all of the rent specified in Section 4 of the Rental Schedule for each such Aircraft, and such rent shall be payable unconditionally, without any deduction, counter-claim, set-off, further notice or demand, in advance, and in the amount and at the time set forth in such Rental Schedule.

b). Each installment of rent payable by the Lessee pursuant to all of the provisions hereof, as well as all other sums which may be or become due hereunder, shall be paid by Lessee to Owner at P.O. Box 919, Fort Lauderdale, Florida, 33302 or at such other place as Owner may from time to time designate, in writing. Any delinquent payment of rent or of any other sums due, at Owner's election shall bear interest at the rate of one percent (1%) per month if not prohibited by law, otherwise at the highest lawful contract rate, for the period of time during which such payments are overdue.

NO WARRANTIES BY LESSOR: LESSEE'S WARRANTIES AND INDEMNIFICATION

5a). OWNER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION, MERCHANTABILITY, AIRWORTHINESS, OR FITNESS FOR ANY PARTICULAR PURPOSE, OF ANY AIRCRAFT, OR THE TITLE THERETO. In no event shall any defect in, or unfitness of, any Aircraft relieve Lessee of the obligation to pay rent or to make any other payments required hereunder or of any other obligation hereunder. Without limiting the generality of the foregoing, Owner shall not be liable for any defect, either latent or patent, in any Aircraft, or for any direct or consequential damage therefrom, and shall be liable to Lessee for loss of use of any Aircraft or for any interruption in Lessee's business occasioned by Lessee's inability to use any Aircraft for any reason whatsoever.

b). Lessee shall exonerate and indemnify Owner against, and hold Owner harmless from, any and all claims, actions, suits, proceedings, losses, judgments, damages and liabilities (including reasonable attorneys' fees) and other costs and expenses in connection therewith or incident thereto, for death or injury to any person whomsoever, and for loss or damage to, or destruction of, any property whatsoever, caused by or arising out of, or in any way connected with or resulting from, or allegedly resulting from (i) any Aircraft, or any property or persons on any such Aircraft, (ii) the manufacture, acquisition, selection, delivery, possession, use, condition, operation, storage, maintenance or return of any Aircraft, at any time during the Lease Term thereof, or until such Aircraft has been redelivered to Owner as provided in Section 12 of this Lease, and (iii) strict liability in tort. This covenant of indemnity shall survive the termination of this Lease, and of the Lease Term with respect to any Aircraft.

MICRO

11-34

(c) Lessee represents and warrants that: (i) Lessee is a corporation duly organized and existing in good standing under the laws of the State of Florida; is duly qualified to do business wherever necessary to carry on its present business and operations and to perform its obligations under this lease; (ii) this lease and the necessary documentation relating thereto, when executed by Lessee, will have been duly authorized by all necessary corporate action on the part of Lessee, and does not require any stockholder approval, and does not contravene any law binding on Lessee or contravene Lessee's Certificate of Incorporation or By-Laws, or any indenture, loan agreement, credit agreement, or other contractual agreement to which Lessee is a party or by which it is bound; (iii) neither the execution and delivery by Lessee of this lease, nor the leasing of any Aircraft, nor the performance by Lessee of any of its obligations, nor compliance with any of its covenants, hereunder, require the consent or approval of, or the giving of notice to, the Civil Aeronautics Board ("CAB"), the Federal Aviation Administration ("FAA"), or any other federal, state or foreign governmental authority; (iv) this lease, when entered into and delivered by Lessee, will constitute the legal, valid and binding obligations of Lessee, enforceable against the Lessee in accordance with the terms hereof; (v) there are no pending or threatened actions or proceedings before any court or administrative agency which may materially adversely affect Lessee's financial condition or operation, or the payment and performance of its obligations hereunder.

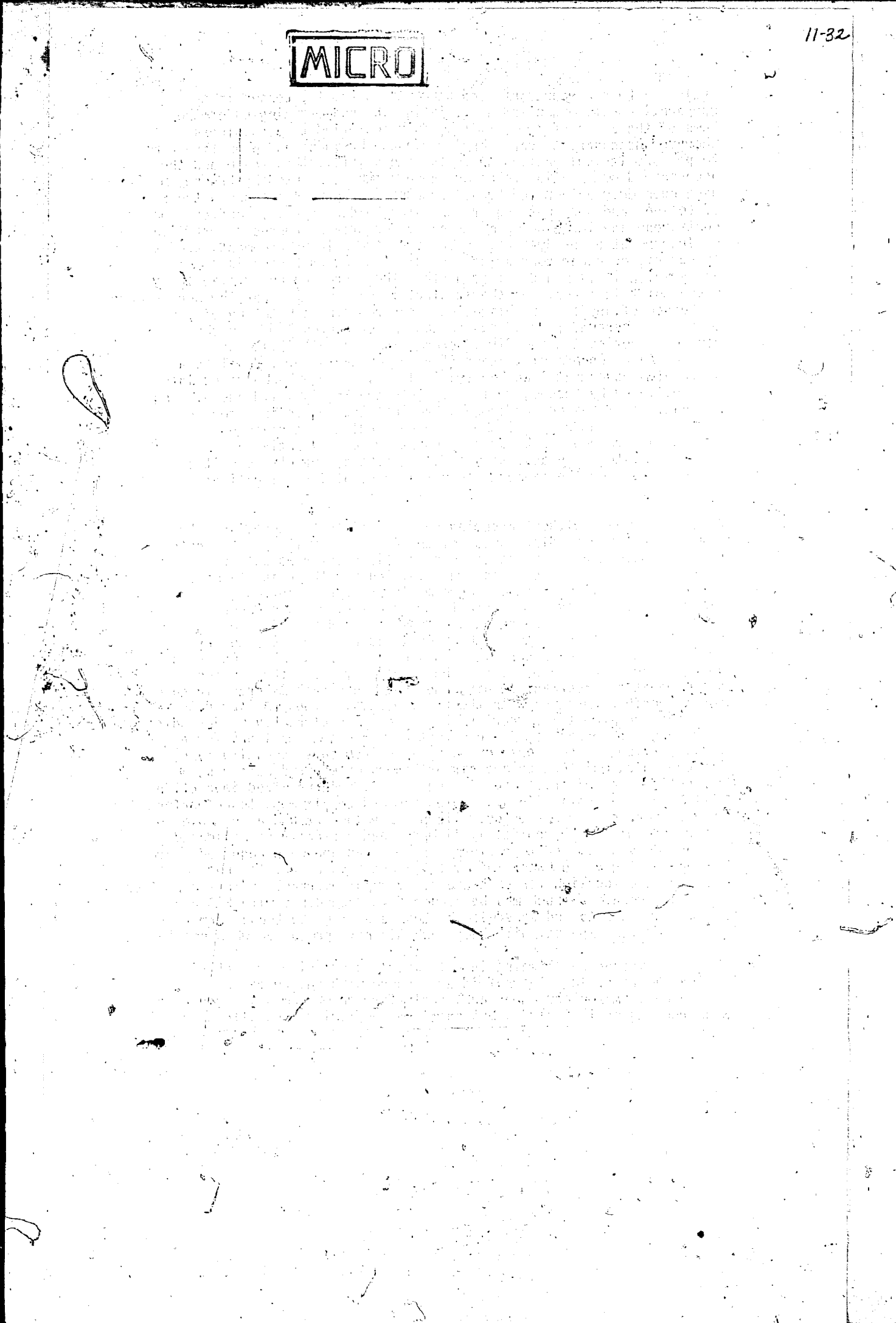
MAINTENANCE
 AND
 RECORDS

6a). Owner, without assuming responsibility for compliance by the manufacturer or distributor of any Aircraft, will upon Lessee's written request ask the manufacturer or distributor to authorize Lessee to enforce in Lessee's own name, (during the Lease Term of the Aircraft) all warranties, agreements or representations, if any, which may be made by the manufacturer or distributor to Owner. Lessee shall, at its own expense, at all times during the Lease Term of each Aircraft and until each Aircraft is returned to Owner as provided in Section 12 hereof, maintain each Aircraft and keep each Aircraft currently certificated and completely airworthy, in good and safe operating order and repair, and shall keep each Aircraft in good condition in accordance with the requirements of the FAA, the CAB, and any other governmental authority, domestic or foreign, having jurisdiction therefor, and Lessee, at its own cost and expense, shall pay for all fuel, service, inspections, overhauls, replacements, substitutions, improvements, maintenance and airworthiness or other directives, respecting each Aircraft and will permit all such required inspection, replacements, substitutions, maintenance and repair work to be performed only at service facilities duly licensed by the FAA and acceptable to Owner and only by appropriately licensed and currently certificated persons duly qualified to perform such work as and when required thereby. Lessee shall give to Owner thirty (30) days advance written notice of the time and location for each and every major overhaul and/or inspection of each Aircraft as such may be required in accordance with FAA regulations pertaining thereto and scheduled by Lessee during the Lease Term thereof. Lessee, at its expense, will keep each Aircraft protected when not in use.

b). Lessee shall maintain all records pertaining to each Aircraft during the Lease Term thereof in accordance with the rules and regulations of the FAA, CAB/or any other applicable foreign or domestic regulations. Such records shall include, but shall not be limited to, flight manuals,

MICRO

11-32



maintenance manuals, log records and complete historical records from date of manufacture of each Aircraft and shall be available for examination by Owner at all reasonable times, and Lessee agrees to furnish any information in respect to the location and use of each Aircraft that Owner may reasonably request. Lessee shall deliver all such records to Owner upon return of each Aircraft to Owner. Lessee agrees to carry, at all times, in each Aircraft lease hereunder, a true copy of this Aircraft Lease, as executed, and a copy of each Rental Schedule, Certificate of Inspection and Acceptance and Insurance Schedule, executed with respect to each such Aircraft.

c). Lessee agrees that Owner shall have the benefit of the manufacturer's warranty with respect to any replacement part remaining in each Aircraft upon the return of each Aircraft to Owner. Lessee shall provide Owner with a power of attorney where necessary, to assert rights under any such warranty given in the name of Lessee.

FEEES
AND
TAXES

7. It is the intention of the parties that the rental payable by Lessee to Owner in accordance with each Rental Schedule shall be net, and Lessee agrees to pay promptly when due all registration, title and license fees, assessments, and sales, use, gross receipts, property and any and all other taxes (including penalties and interest thereon) of any nature and by whomsoever payable (except Federal or State taxes levied on Owner's net income) now or hereafter imposed by any state, federal, local or foreign government upon any use, possession, ownership, rental, shipment, transportation, delivery or operation of any Aircraft (including, without limitation, the sale of any Aircraft to Owner) or upon or measured by any payments due hereunder. In the event such registration, title and license fees, assessments, taxes, and penalties or interest thereon, shall be paid by Owner or if Owner be required to collect or pay any thereof, Lessee shall reimburse Owner therefor promptly upon demand as additional rent hereunder. Lessee agrees, at its sole expense, to keep each Aircraft free from all liens and encumbrances whatsoever, including, but not limited to, liens for storage, labor, service, materials or the like, and to procure and maintain in effect all licenses, certificates, permits and other approvals and consents required by municipal, state, federal or foreign laws and by any rules and regulations in connection with the possession, use operation and maintenance of each Aircraft.

OPERATOR
PROFICIENCY

8. Each Aircraft shall be operated only by duly licensed pilot operators currently certificated and qualified to operate the Aircraft in compliance with the laws of the United States or of any other state or local governmental authority, domestic or foreign; having jurisdiction therefor, and in accordance with the provisions of the insurance policy or policies issued in connection therewith.

INSURANCE

9. Without limiting any of the other terms hereof, Lessee agrees, at its own cost and expense, to procure, maintain and pay for all of the following insurance, written on an "occurrence" basis, and with limits and in amounts not less than those set forth in the insurance schedule for each Aircraft leased hereunder (the "Insurance Schedule"), attached hereto and made a part hereof.

A) Public Liability and Property Damage Insurance.

Lessee shall carry Public Liability (including Passenger Legal Liability) and Property Damage Insurance with limits not less than those set forth in the Insurance Schedule.

The insurance policy or policies carried in accordance herewith and any replacement or substitution thereof shall be in such form and with insurers as shall be satisfactory to Owner from time to time. Said Policies shall name Owner as named insured thereunder with respect to each Aircraft; shall expressly provide that full limits of the policy is available for each Aircraft leased hereunder and shall provide that Owner will be given thirty (30) days prior written notice in the event of material alteration or of cancellation of the coverage.

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B) Insurance against Loss or Damage to Aircraft.

Lessee shall carry All Risk Aircraft Hull Insurance on each Aircraft in amounts not less than the highest Stipulated Loss Value therefor for each year of the Lease Term of each Aircraft, as set forth in Section 7 of the Rental Schedule for each Aircraft.

Lessee shall carry all risk coverage with respect to all engines, radios, avionics, electronic devices, and all other equipment and components of each Aircraft while temporarily detached from each Aircraft in an amount not less than that set forth in the Insurance Schedule, but in no event, not less than the full replacement value of same.

The insurance policy or policies carried in accordance herewith shall name Owner (and any assignee of Owner specified by Owner) as Loss Payee with respect to each Aircraft; there shall be included a Breach of Warranty endorsement in favor of Owner (and any such assignee) in an amount not less than the applicable Stipulated Loss Value set forth in Section 7 of the Rental Schedule for each such Aircraft; and there shall be a provision therein that Owner will be given thirty (30) days prior written notice in the event of material alteration or of cancellation of the coverage.

C) Insurance against War Risk and Government Expropriation, including Taking and Confiscation.

If, at any time, Lessee requests Owner to consent in writing to the use and operation of any Aircraft in Central America or South America, or Haiti, and Owner consents thereto, Lessee shall not, unless Owner otherwise agrees in writing, undertake such use and operation without first obtaining War Risk and Government Expropriation insurance coverage, including taking and confiscation insurance coverage in amounts not less than the applicable Stipulated Loss Values for such Aircraft set forth in Section 7 of the Rental Schedule for each such Aircraft.

Any policy or policies carried in accordance with this paragraph shall name Owner (and any assignee of Owner specified by Owner) as Loss Payee with respect to each Aircraft, and shall provide coverage for all geographical areas in which Lessee operates the Aircraft, and shall provide that Owner will be given thirty (30) days prior written notice in the event of material alteration or of cancellation of coverage. In the event of policy cancellation, Lessee shall immediately withdraw the Aircraft from the uninsured geographical area.

D) All insurance required hereunder shall be in form, substance, and amounts and with companies approved by Owner and, in addition to notices of material alteration and cancellation hereinbefore specified, shall provide for geographic limits acceptable to Owner, and for payment for all losses in United States Dollars. In the event of any insured loss or damage relating to any Aircraft, neither party shall, without written consent of the other party nor without written consent of Owner's assigns, if any, effect negotiation and settlement with the insurance company or companies on any of said policy or policies, and neither party shall unreasonably withhold or delay such consent; provided, however, that the foregoing shall not be binding

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upon Owner if Lessee is in default hereunder. All such insurance shall be maintained at all times during the Lease Term of each such Aircraft hereof and until return of each Aircraft to Owner as provided in Section 12 herein. Certificates or other evidence satisfactory to Owner or any of Owner's assignees showing evidence all such insurance being in full force and effect shall be delivered to Owner forthwith and periodically thereafter prior to the expiration of any such insurance policy or policies, and Lessee shall not alter or amend any such policy without the prior written approval of Owner or its assignees, if any. The proceeds of insurance shall be applied as provided in Section 10 hereof, and Lessee hereby appoints Owner as Lessee's attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks or drafts for loss or damage under any insurance policy. Should Lessee fail to maintain any such insurance, or if it be cancelled, Owner may upon such failure, but shall not be obligated to, purchase sufficient insurance coverage as may be required, and upon notice from Owner, Lessee will forthwith advance to and reimburse Owner for the cost of such insurance coverage. If at any time during the Lease Term of any Aircraft, any of the insurance coverage as specified herein is not in effect, Lessee will not operate any of the Aircraft.

E) Payment of Losses in Event of Default.

The insurance policy or policies evidencing the coverage required under paragraphs B and C hereof shall also provide that upon receipt by the insurer from Owner of any written notice of default by Lessee under this Lease, any insurance proceeds payable by such insurer pursuant to such paragraphs shall be payable solely to Owner (and to any assignee of Owner, specified on the Insurance Schedule) from the date of such insurer's receipt of such written notice of default, up to the date such insurer receives written notice from Owner that said default has been cured.

LOSS,
 DESTRUCTION,
 DAMAGE,
 THEFT AND
 TAKING

10a). Without in any way limiting or modifying Lessee's obligations under Section 2(c) hereof, Lessee, as of the Lease Commencement Date of each Aircraft, assumes and shall bear the entire risk of loss, destruction, theft and taking of, and damage to, each Aircraft, from any cause whatsoever, during the Lease Term of each such Aircraft and until the same has been redelivered to Owner as provided in Section 12 of this Lease. Lessee shall promptly report to Owner in writing any loss, destruction, theft, taking of, and damage to, any Aircraft, and shall promptly provide copies of all reports or documents made by it relating thereto to Owner.

b). In the event that any Aircraft shall have been lost, destroyed, stolen or damaged to such an extent that repair thereof is impracticable, or in the event of a taking, which term includes without limitation, seizure, condemnation, requisition or taking of possession of any Aircraft, in whole or in part, by the Government of the United States, or any agency or political subdivision thereof, or any foreign government or agency or subdivision thereof, Lessee shall pay Owner within thirty (30) days after such loss, destruction, theft, damage or taking, the Stipulated Loss Value of such Aircraft as of the date of such loss, destruction, theft, damage or taking, as specified in Section 7 of the Rental Schedule therefor, plus an amount equal to the accrued rent for such Aircraft to such thirtieth (30th) day. Since the Stipulated Loss Value of each Aircraft is set forth in the Rental Schedule therefor on a yearly basis, same shall be adjusted

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as of the actual date on which such loss, destruction, theft damage or taking occurs. The difference in Stipulated Loss Values between the end of the then prior year of such Lease Term and the end of the then current year of such Lease Term (or, prior to the end of the first year of such Lease Term, the difference in Stipulated Loss Values between the date of this Lease and the end of such first year) shall be prorated on a straight line basis, and such prorated amount shall be the amount of the Stipulated Loss Value payable by Lessee for such Aircraft. All proceeds of insurance shall be first applied by Lessee toward satisfaction of the aforementioned payment of the Stipulated Loss Value to Owner or its assignee or mortgagee. Upon receipt of such payment in full the Lease Term of the Aircraft so lost, destroyed, damaged, taken or stolen shall terminate (if Lessee is not then in default under this Lease), and Lessee shall become entitled to all remaining proceeds of insurance on such Aircraft, all rights and ownership in insurance policies paid for by Lessee and required hereunder, except as to such policies insuring or covering liabilities of Owner or any other person named as an insured or covered thereby, caused by or arising out of, or in connection with, events, matters, or circumstances antedating or existing at the time of such termination, and all of Owner's right, title and interest in the Aircraft, as is, where is, without warranty, express or implied on the part of Owner as to any matter whatsoever. Owner agrees to execute and deliver such instruments and to take such other actions as the Lessee shall reasonably request in order to confirm or transfer any of the foregoing to the Lessee.

c). If any Aircraft or any part thereof shall suffer any loss, destruction, damage or taking, other than as set forth in subparagraph b). hereof, Lessee shall, at its own expense, promptly restore such Aircraft to good and safe and airworthy condition, repair and working order, including, without limitation, replacing parts of such Aircraft as shall have been lost, destroyed, damaged or taken with like and approved materials in good repair, condition and working order. Provided Lessee is not in default hereunder, Owner shall make available to Lessee any proceeds of insurance on the Aircraft, as and when received by Owner from the insurer, on account of such partial loss, destruction, damage or taking, upon presentation to Owner of invoices evidencing the satisfactory repair, replacement or restoration of the Aircraft or any parts thereof.

d). No loss, theft, destruction or damage to, or taking of, any Aircraft, however occurring and whether or not the same is covered by insurance, shall relieve Lessee of any of its obligations under this lease. If Lessee shall default in the payment or performance of any of its obligations under this Section 10, Owner, without limiting its remedies hereunder, shall have the right, but shall not be obligated, to remedy such default, and the cost thereof shall be considered as an additional rental payment due hereunder and shall become due and payable to Owner upon demand.

USE AND
OPERATION;
GEOGRAPHIC
AREA

11a). Lessee shall use each Aircraft only within geographical limits acceptable to Owner, only for the purpose and in the manner set forth in, and in accordance with the terms, conditions and provisions of, each insurance policy providing the coverage required under Section 9 hereof, and in accordance with all of the terms, provisions and conditions of this lease. Lessee will abide by and conform to, and will cause others to abide by and conform to, all federal, state, local, administrative and foreign laws, ordinances, orders, rules and regulations, now existing or hereafter enacted (including, without limitation, those now or hereafter promulgated by the FAA and the CAB or any other domestic or foreign governmental agency or agencies having jurisdiction over the Aircraft) controlling or in any way affecting the possession, maintenance, condition, operation, use, airworthiness and occupancy of any Aircraft or the use of any premises or facilities by any Aircraft. Lessee will not load, use, operate hangar or store any Aircraft negligently, abusively, improperly or in violation of this lease or so as to void any insurance covering any Aircraft. Lessee will not permit any Aircraft to become subject to any lien, charge, encumbrance or forfeiture of any nature without the prior written consent of Owner. Lessee will keep each Aircraft adequately protected at all times when not in use and Lessee will not remove or permit

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any Aircraft to be removed from its Home Airport as set forth in Section 8 of the Rental Schedule of each Aircraft for periods in excess of thirty (30) days without first giving Owner written notice designating the contemplated location of such Aircraft and obtaining Owner's written approval thereof, and Lessee will not permanently remove any Aircraft, or permit any Aircraft to be permanently removed, from such Home Airport without the prior written consent of Owner.

b). Lessee will not use or operate any Aircraft in any geographic area or territory for or with respect to which Lessee has not obtained, an/or there does not exist, in full force and effect, the insurance coverage required under and pursuant to Section 9 hereof; provided, however, that in no event shall Lessee use or operate any Aircraft in Central America or South America or Haiti without first obtaining the prior written approval of Owner.

RETURN OF AIRCRAFT

12a). Upon the expiration or other termination of the Lease Term of any Aircraft, Lessee will at its own cost and expense return such Aircraft to Owner with a current FAA Certificate of Airworthiness which shall have been validated within the previous one hundred (100) hours of usage of such Aircraft, free from all advertising or insignia placed thereon by Lessee, and in the same good and safe and satisfactory operating order, repair, condition and appearance as when first received by Lessee, reasonable wear only excepted, by either delivering such Aircraft to the Return Place specified in Section 6 of the Rental Schedule for such Aircraft or by transporting the same to such other place as may be mutually agreed upon between the parties. Owner shall cause the Aircraft to be inspected by an independent, qualified, third party of Owner's choosing, as soon as practicable following the return of such Aircraft, and Owner shall, within thirty (30) days following the completion of such inspection, furnish Lessee with the report of such inspector evidencing the operating order, repair, condition and appearance of such Aircraft as of the date of its said return. If such report discloses that such Aircraft has been returned in the operating order, repair, condition and appearance required by this Section 12 (a), Lessee shall have no obligations to Owner under Section 12 (b) hereof with respect to such Aircraft.

b). In the event the report of the inspector referred to in Section 12(a) discloses that Lessee did not return such Aircraft to Owner in the condition required by said Section 12 (a), Owner may, without limiting its remedies hereunder on account of such failure, make any repairs necessary to restore such Aircraft to said condition, and Lessee will immediately reimburse Owner for the expense of any such repairs or restoration, and shall continue to pay Owner the rent for such Aircraft as specified in the Rental Schedule therefor, until such repairs and/or restoration have been completed. Lessee will be responsible for the costs, fees and expenses of such inspector incurred in connection with the making of such inspection and furnishing of such report.

c). It is understood and agreed that concurrently with the return of each Aircraft to Owner, Lessee will pay to Owner an adjustment charge for engine hours used since the last major overhaul or replacement of each engine installed on each such Aircraft at the time of the return thereof, and such adjustment charge shall be computed by multiplying the recorded number of hours on each engine since such last major overhaul (or since the installation of such engine, in the case of a replacement engine) by five dollars (\$5.00). In addition, a reserve of \$10 per hr. for airframe reserve will be paid. All reserves will be paid on a monthly basis.

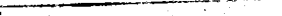
EARLY TERMINATION

13. Provided that Lessee is not then in default under this Lease, Lessee may, at any time after the expiration of the first year of the Lease Term of any Aircraft either (A) purchase such Aircraft from Owner for an amount equal to the greater of (i) the then fair market value of such Aircraft or (ii) the then applicable Stipulated Loss Value of such Aircraft, as specified in Section 7 of the Rental Schedule therefor, plus any sales tax attributable to such purchase, by giving Owner ninety (90) days prior written notice of Lessee's intention to so purchase such Aircraft and the date of such purchase, or (B) return such Aircraft to Owner in the operating order, repair, condition and appearance provided for in Section 12 of this Lease, in each case Lessee shall continue to remain liable for the full and complete payment and performance of all rents and all other obligations payable and performable by Lessee under this Lease until either (i) a substitute lessee, acceptable to Owner, has been obtained by Lessee, and a new lease for such Aircraft, upon terms and conditions satisfactory to Owner has been executed between Owner and such



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new lessee, or (ii) such Aircraft has been sold by Owner to a purchaser obtained by Lessee, for a purchase price acceptable to Owner. In the event that Owner sells such Aircraft to Lessee pursuant to the provisions of clause (A) hereof, and provided that Owner has received payment, in good funds, of the purchase price of such Aircraft (and the applicable amount of the investment tax credit indemnity pursuant to Section 20 hereof) and Lessee has, as of the date of such purchase, paid and performed all rents and other obligations payable and performable by Lessee under this Lease, the Lease Term of such Aircraft shall terminate on the date of such purchase. In the event that Lessee returns such Aircraft to Owner pursuant to the provisions of clause (B) hereof and a new lessee acceptable to Owner has been obtained (whether or not by Lessee), and a new lease for such Aircraft has been executed by Owner and such new lessee, and provided that Lessee has, as of such date, paid and performed all rents and obligations payable and performable by Lessee under this Lease (including, without limitation, the applicable amount of any investment tax credit indemnity pursuant to Section 20 hereof) the Lease Term of such Aircraft shall terminate on the date of execution of such new lease. In the event that Lessee returns such Aircraft to Owner pursuant to the provisions of (B) hereof and Owner sells such Aircraft to a purchaser obtained by Lessee, and for a purchase price, acceptable to Owner, Lessee shall, forthwith, upon the consummation of such sale, pay to Owner an amount equal to all rents and other sums which, as of the date thereof, are unpaid and owing under this Lease, plus the amount, if any, by which the then applicable Stipulated Loss Value of such Aircraft as specified in Section 7 of the Rental Schedule therefor exceeds the net proceeds of sale (hereinafter defined) received by Owner for such Aircraft. Upon receipt of such payments from Lessee (including payment by Lessee of the applicable amount of any investment tax credit indemnity pursuant to Section 20 hereof) plus payment of the purchase price of the Aircraft from such purchaser all in good funds, and provided Lessee has performed all other obligations performable by it hereunder, the Lease Term of such Aircraft shall terminate on the date of such purchase. The words "net proceeds of sale" used herein mean the gross proceeds of sale less all costs, expenses, fees and commissions paid or incurred by Owner in consummating such sale. Since the Stipulated Loss Value of each Aircraft is set forth in the Rental Schedule therefor on a yearly basis, such Stipulated Loss Value shall be adjusted according to the actual date of any sale referred to in this Section 13. The difference in Stipulated Loss Values between the end of the prior year of the Lease Term of such Aircraft being sold and the end of the then current year of such Lease Term shall be prorated on a straight line basis, and such prorated amount shall be the applicable amount of the Stipulated Loss Value for the purposes of determining the aforesaid computations. In the event Lessee elects to purchase any such Aircraft pursuant to clause (A) above and Lessee and Owner cannot agree as to the amount constituting the fair market value of same, Owner shall select an independent qualified appraiser acceptable to Lessee to appraise the then fair market value of such Aircraft and the determination by such appraiser as to the then fair market value of such Aircraft shall be controlling and binding upon the parties. If Owner and Lessee cannot agree upon an acceptable appraiser, they shall each select one independent appraiser and the two appraisers so selected shall select a third appraiser, and such fair market value shall be determined by such three appraisers. Nothing herein contained shall be deemed to impose upon Owner any affirmative obligation to obtain any new lessee or any purchaser for any such Aircraft returned to Owner as provided in clause (B) above.

DEFAULT

14. Time is of the essence hereof. If Lessee fails to pay any rent for any Aircraft leased hereunder, or fails to pay any other amount when due hereunder, or fails to perform any other obligation to be performed by Lessee hereunder, or breaches or fails to comply with any of its representations, warranties and covenants hereunder, or if Lessee shall commit an act of bankruptcy within the meaning of the Federal Bankruptcy Act, or bankruptcy, receivership, insolvency, reorganization, arrangement, dissolution, liquidation or other similar proceedings shall be instituted by or against Lessee or all or any part of its property under any provision of the Federal Bankruptcy Act or other law of the United States or by any court of competent jurisdiction, and, if instituted against Lessee, Lessee shall consent thereto or shall fail to cause the same to be discharged within thirty (30) days, or if any carrier of insurance required hereunder cancels or reduces coverage under any policy of insurance or determines that Lessee is an uninsurable risk at standard rates, or if Lessee shall in writing indicate that it does not intend to comply with the provisions

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of this Lease, or if any execution or other writ or process shall be issued in any action or proceeding against Lessee whereby any Aircraft or the leasehold interest of Lessee therein is attached, taken or distrained and the same is not discharged (in the case of an attachment) and returned free thereof (if otherwise taken or distrained) within fifteen (15) days thereafter, or if a receiver, guardian, conservator, trustee in bankruptcy or similar officer shall be appointed to take care of all or any part of Lessee's property by a court of competent jurisdiction, then, in any such event, Lessee shall be in default under this Lease, and Owner may, by notice in writing to Lessee, declare this Lease in default, and/or terminate this Lease, with the consequences hereinafter provided, or Owner may, whether or not it declares this Lease in default, proceed by appropriate court action or actions at law or in equity or in bankruptcy to enforce performance by Lessee of the covenants and terms of this Lease and/or to recover damages for the breach thereof. In the event Owner declares this Lease in default (and regardless of whether or not Owner terminates this Lease), all rights of Lessee to the possession and use of all of the Aircraft then leased hereunder shall cease, and Lessee shall be and remain liable (a) for all rents and other sums payable by Lessee hereunder which have accrued and remain unpaid as of the date of Lessee's default, (b) for the return of all of the Aircraft then leased hereunder, as provided in Section 12 hereof, but Owner may take possession of any or all of such Aircraft wherever same may be located, without demand or notice, without any court order or process of law, and without incurring any liability to Lessee for any damages occasioned by such taking or possession, and (c) for not less than a further sum computed separately as to each category "A", "B", "C" and "D" as set forth below, whichever shall be applicable. As used below, "balance of rent" means the unpaid balance (if any) of the total rent hereunder attributable to each Aircraft for the portion of the Lease term of each such Aircraft then unexpired at the time of Lessee's default ("Unexpired Term");

- A) If any Aircraft is sold by Owner, Lessee shall be liable for an amount equal to the excess of the Stipulated Loss Value of such Aircraft specified in Section 7 of the Rental Schedule therefor as of the date of Lessee's default over the net proceeds of the sale of such Aircraft;
- B) If any Aircraft is re-leased by Owner during the Unexpired Term, Lessee shall be liable for an amount equal to the excess of the balance of rent for such Aircraft over the net rental proceeds received by Owner from the re-leasing of such Aircraft during the Unexpired Term;
- C) If Owner, after having made efforts reasonable under the circumstances, is unable during the Unexpired Term to sell or re-lease any Aircraft on a basis satisfactory to Owner, Lessee shall be liable for an amount equal to such balance of rent for such Aircraft;
- D) If for any reason whatsoever any Aircraft is not returned to, or recovered by, Owner, then Lessee shall be liable to Owner for the Stipulated Loss Value of such Aircraft specified in Section 7 of the Rental Schedule therefor as of the date of Lessee's default.

In the event that Lessee's default occurs other than at the end of any year of the Lease Term of any Aircraft, the Stipulated Loss Value, with respect to each such Aircraft, shall be adjusted according to the actual date of such default by prorating, on a straight-line basis the difference in the Stipulated Loss Value between the end of the



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then prior year of the Lease Term of each such Aircraft and the end of the then current year of such Lease Term (or, if such default occurs prior to the end of the first year of the Lease Term thereof, the difference in the Stipulated Loss Value between the date of this Lease and the end of such first year), and such prorated amount shall be the amount of the Stipulated Loss Value payable by Lessee for each such Aircraft. Since pursuant to the foregoing provisions of this Section 14, Owner may receive payment of the balance of rent at a time or times earlier than the same would have fallen due in the absence of such default, such balance of rent is to be adjusted for purposes of "B" and "C" above by subtracting a discount from each installment of such rent, such discount to be computed for the period from the date of Lessee's default to the due date of each such installment at the rate of six percent (6%) per annum. Furthermore, interest shall accrue at the rate of twelve percent (12%) per annum (or the maximum per annum rate of interest permitted by law, whichever is less) from the date of Lessee's default on any sums due under "A", "B", "C", or "D" above and until such sums are paid in full. The words "net proceeds of sale" as used in "A" above shall have the same meaning given to such words in Section 13 hereof, and the words "net rental proceeds" as used in "B" above shall mean the gross rental proceeds less all costs, expenses, fees and commissions paid or incurred by Owner in consummating such re-leasing.

Notwithstanding anything in this Section 14 to the contrary, Owner shall not be obligated to sell or re-lease any Aircraft after Lessee's default hereunder, and any specification hereunder of Owner's remedies shall not be deemed to be exclusive and an election of remedies by Owner, but shall be in addition to all other remedies at law, or in equity or bankruptcy, in Owner's favor, however existing, and shall be cumulative.

In addition to the foregoing, Owner shall be entitled to recover from Lessee all costs and expenses of Owner, including, without limitation, reasonable attorneys' fees and fees of collection agencies incurred by Owner in exercising any of its right or remedies hereunder, and any and all costs, expenses, fees and commissions incurred by Owner in taking or receiving possession, removal, storing, selling or re-leasing any Aircraft and in reconditioning any of the same for selling or re-leasing, and in repairing or restoring the same to the condition provided in Section 12 hereof; provided, however, that if such costs, expenses, fees and commissions have been recouped by Owner in computing the sums payable under "A" or "B", above, they shall not be recovered twice.

If any statute or rule of law shall validly limit the amount of such damages set forth in "A", "B", "C" or "D" above or elsewhere herein to a lesser amount, Owner shall always be entitled in case of default by Lessee hereunder to the maximum amount allowable under such statute or rule of law.

Pursuant to Section 116(5) of the Federal Bankruptcy Act, it is specifically understood and agreed that Owner's title to each Aircraft and the right of Owner to take possession of each Aircraft upon the institution of proceedings by Lessee under Chapter X of the Federal Bankruptcy Act as provided for in this Lease shall not be affected by the Provisions of said Chapter X.

ASSIGNMENT

15a). Owner may assign this Lease and mortgage or grant a security interest in any Aircraft hereunder in whole or in part, without notice to Lessee; and Owner's assignee or mortgagee may reassign this Lease and such mortgage without notice to Lessee. Each such assignee or mortgagee shall have all the rights but none of the obligations of Owner under this Lease. Lessee shall recognize each such assignment and mortgage and shall not assert against the assignee and mortgagee any defense, counter-claim or set-off that Lessee may have against Owner. Notwithstanding any such assignment, mortgage or security interest, it is understood and agreed that, so long as Lessee is not in default hereunder, Lessee shall peacefully and quietly hold each Aircraft during the Lease Term thereof without interference from Owner. If requested to do so by Owner, Lessee will, as directed by Owner, make rent and other payments hereunder directly to Owner's assignee or mortgagee.

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This Lease may not be amended without the prior written consent of any such assignee or mortgagee. Upon such assignment of this Lease and/or the mortgage of any Aircraft, Owner, or its assignee or mortgagee, may record any instruments relating to the assignment or mortgage desired by Owner or such assignee or mortgagee in accordance with the laws of appropriate jurisdictions. Lessee will permit Owner from time to time to inspect any Aircraft and to place (and upon request of Owner or any such assignee or mortgagee, Lessee will place) appropriate tags, stencils or plates thereon containing a notation that the same is owned by and is the property of Owner and/or has been mortgaged to any assignee or mortgagee of Owner. Lessee also agrees from time to time to execute, and to pay for the filing of, any financing statements, security agreements, or similar instruments, which in Owner's judgment, are necessary to protect Owner or its assignee or mortgagee.

b). Without Owner's prior written consent, Lessee shall not assign, transfer, pledge, hypothecate or otherwise dispose of this lease or any interest herein, or sublet or rent any Aircraft, or permit any Aircraft to be used by anyone other than Lessee or Lessee's employees.

AGENT'S
AUTHORITY

16. No person except a duly authorized officer of Owner shall have any power to modify, amend or waive any of the provisions hereof, and all sums to be paid hereunder shall be paid only to Owner or to its assignee, and no agent other than an officer of Owner or its assignee shall have any authority to receive payment of any amounts due hereunder.

RECORDING
AND FILING

17a). Lessee will obtain and keep in force, at its expense, the registration of each Aircraft and related communication equipment in accordance with the applicable law of the United States and states or subdivisions thereof, and of the FAA and CAB.

b). Lessee will, at its expense, cause this Lease, any and all Certificates of Inspection and Acceptance, Rental Schedules and related documents to be kept, filed and recorded and to be re-filed and re-recorded at all times in the offices of the FAA (in accordance with the Federal Aviation Act of 1958 and any amendments thereof) and in such other places as may be necessary or as Owner may reasonably request in order to protect and preserve Owner's right, title and interest in and to each Aircraft, and to protect and preserve the security interest of any assignee or mortgagee of Owner therein. Lessee will furnish to Owner evidence satisfactory to it, of such filing or refiling and of such recordation re-recordation. Owner may, without limiting its remedies hereunder, if the same is not done, do or cause such recording, re-recording, filing and re-filing to be done, and the expense thereof shall be repayable by Lessee upon demand. Lessee will also pay for, or reimburse Owner for, the fees and expenses of any attorney retained by Owner to conduct a lien and title search with respect to each Aircraft (including, without limitation, a lien search with respect to federal tax liens against each Aircraft and/or Lessee) and to represent Owner at each closing with respect to Owner's purchase of each Aircraft and the lease of same to Lessee hereunder.

LIENS

18. Lessee shall be responsible for and shall promptly discharge any liens, encumbrances, or attachments which may be levied on any Aircraft from any cause or causes whatsoever except for the acts of Owner. In the event that Lessee does not so discharge any such lien, encumbrance, or attachment within five (5) days after it takes effect, Owner, without limiting its remedies hereunder, shall have the right to discharge such lien, encumbrance or attachment by bond or otherwise, and Lessee shall pay the cost thereof, forthwith to Owner. Anything in this Section 18 to the contrary notwithstanding, Lessee may contest any such liens, encumbrances or attachments levied on any Aircraft provided (a) Lessee is not then in default under this Lease, (b) such contest is made in good faith, on the advice of counsel and at the sole expense of Lessee, and (c) such contest does not subject any such Aircraft to forfeiture, sale, seizure or foreclosure.

FINANCIAL
STATEMENTS

19. Lessee agrees to provide to Owner as soon as available and in any event within ninety (90) days after the end of each fiscal year of the Lessee a copy of its statement of income and surplus for each year and its balance sheet as at the end of such year, all in reasonable detail

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and certified to be true and correct by the independent public accountants of the Lessee, and Lessee will provide Owner with such interim and additional operating reports as Owner may reasonably request from time to time.

INDEMNITY
OR LOSS OF
INVESTMENT TAX
CREDIT

20. If Owner shall lose, or shall not, in the opinion of its tax counsel, have the right to claim, or there shall be disallowed any portion of the full seven percent (7%) investment tax credit provided for in Section 38 of the Internal Revenue Code of 1954, as amended (or any successor provision thereto), with respect to any Aircraft, under any circumstances or for any reason whatsoever, Lessee agrees to pay Owner as additional rent (a) a sum which, after deduction of all taxes required to be paid by Owner in respect of the receipt thereof under the laws of the United States or any state, city or other political subdivision thereof, or of any foreign country or political subdivision thereof, shall be equal to the amount of such investment tax credit so lost or disallowed or which may not be claimed and (b) the amount of any interest or penalty which may be assessed by the United States Government against Owner in connection with the loss or disallowance of such investment credit or the right to claim the same. The amounts set forth in clauses (a) and (b) of the preceding sentence shall be payable by Lessee on written demand made by Owner at any time after such investment tax credit could have been claimed if allowed or, if claimed and then lost or disallowed, at any time after payment of the tax and interest attributable thereto, respectively, or if claimed and then lost as a result of the loss, destruction, damage, theft, or taking of any Aircraft (referred to in Section 10 hereof) or as the result of a sale of any Aircraft pursuant to an Early Termination (referred to in Section 13 hereof), within thirty (30) days from the date of said loss, destruction, damage, theft, or taking, or on the date of any sale of such Aircraft. For purposes of this Section 20, any investment tax credit claimed by Owner with respect to any Aircraft which has been lost, destroyed, damaged, stolen, or taken, or which has been sold by Owner pursuant to said Early Termination, shall conclusively be deemed to have been lost by Lessor as of the date of said loss, destruction, damage, theft or taking, or as of the date of any such sale. It is recognized and agreed by Owner and Lessee that the amount of Stipulated Loss Value specified in Section 7 of the Rental Schedule for each Aircraft does not include therein any amounts payable under this Section 20. In the event of the loss, destruction, damage, theft or taking of an Aircraft (referred to in Section 10 hereof), or the sale of any Aircraft pursuant to the provisions of Sections 13 or 14, the amount of the investment tax credit indemnity payable by Lessee to Owner as a result thereof shall be calculated and payable under and pursuant to this Section 20, and shall be in addition to the amount of Stipulated Loss Value then payable to Owner as a result of such loss, destruction, damage, theft, taking or sale. The indemnities contained in this Section 20 shall survive the expiration or other termination of this Lease, or the Lease, or the Lease Term of any Aircraft.

and

NOT
APPLICABLE

MS

GENERAL
PROVISIONS

21. This Lease embodies the entire agreement between Owner and Lessee with respect to the subject matter hereof and nothing is to be construed as conveying to Lessee any rights in any Aircraft except as a Lessee thereof and on the terms and conditions herein provided. Any obligation of Owner shall be excused to the extent it is delayed or hindered, or Owner is prevented from complying therewith, because of any matter beyond its control. All of Lessee's covenants herein shall survive the termination of this Lease and the return of each Aircraft. Any notice given or required pursuant to this Lease shall be in writing and shall be mailed by certified or registered mail to the party to whom such notice is being given at the address for such party specified below. No covenant or condition of this Lease can be waived except by the written consent of Owner. Forbearance or indulgence by Owner in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Lessee to which the same may apply, and until complete performance by Lessee of said covenant or condition, Owner shall be entitled to invoke any remedy available to Owner under this Lease or by law or in equity despite such forbearance or indulgence. The marginal headings are for convenience and are not a part of this Lease. This Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, and shall be subject to modification only by agreement in writing between the parties hereto. This Lease shall be governed by, and construed and interpreted in accordance with the laws of, the Commonwealth of Massachusetts.

FAA AIRCRAFT REGISTRY

CAMERA NO. 3

DATE: 6-22-83

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LEASING

22. Pursuant to Section 91.54 of the Federal Aviation Regulations, Owner and Lessee agree as follows:

- (1) Each Aircraft leased has been maintained and inspected under part 135 and part 91 of the Federal Aviation Administration Regulations.
- (2) Lessee shall be responsible for operational control of each Aircraft under this Lease, and Lessee certifies that it understands its responsibility for compliance with the applicable Federal Aviation Regulations; and
- (3) An explanation of factors bearing an operational control of each Aircraft under this Lease and pertinent Federal Aviation Regulations can be obtained from the nearest FAA Flight Standards District Office, General Aviation District Office, or Air Carrier District Office.

IN WITNESS WHEREOF, the parties hereto have, as of the day and year first above written, caused this Aircraft Lease to be executed in their respective corporate names, by their respective officers, hereunto duly authorized, and have caused their respective corporate seals to be hereunto affixed and attested.

BARNETT LEASING COMPANY (OWNER)

By: [Signature]

Title: Pres.

Address: P. O. Box 919
Ft. Lauderdale, Fla. 33302

Attest:

[Signature]
~~Secretary~~

(corporate seal)

SEAGULL AIR SERVICE, INC.

(LESSEE)

By: [Signature]

Title: Pres.

Address: 2545 S. Bayshore Drive
Miami, Florida 33133

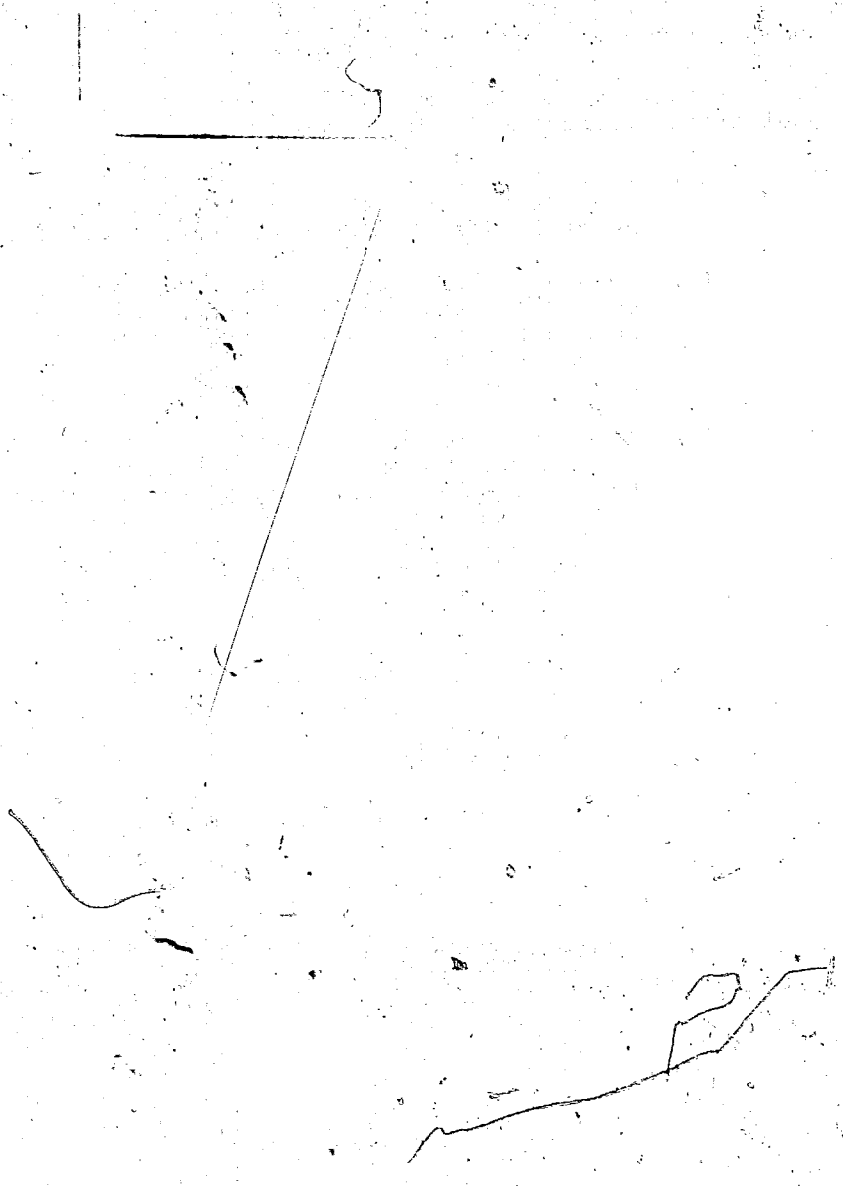
Attest:

[Signature]
Assistant Secretary

(corporate seal)



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FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 6-22-83

[REDACTED]

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8. HOME AIRPORT: Fort Lauderdale International Airport

9. Lessee hereby confirms that on the aforesaid Lease Commencement Date the Aircraft described above was delivered to, and duly accepted by, Lessee, for lease under said Aircraft Lease, and that same is subject to, and governed by, all of the terms, conditions, covenants and provisions of said Aircraft Lease.

IN WITNESS WHEREOF, the parties hereto have, as of the day and year first above written, caused this Rental Schedule to be executed in their respective corporate names.

Attest:

James Esnby
Assistant Secretary

Seal
[corporate seal]

SEAGULL AIR SERVICE, INC. (LESSEE)

By: Paul A. Davis

Title: Pres.

Address: 2545 S. Bayshore Drive
Miami, Florida 33133

Attest:

W. O. ...
Secretary

[corporate seal]

BARNETT LEASING COMPANY (OWNER)

By: ...

Title: Pres.

Address: P. O. Box 919
Ft. Lauderdale, Florida 33302

SEAL

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INSURANCE SCHEDULE TO Aircraft Lease (Lease No. 840002 dated December 12, 1977 between SEAGULL AIR SERVICE, INC. ("Lessee") and BARNETT LEASING COMPANY
[MINIMUMS REQUIRED BY OWNER]

A. LESSEE NAME: SEAGULL AIR SERVICE, INC. TELEPHONE NO. 443-6223
ADDRESS: 2545 S. Bayshore Drive, Miami, Fla. 33133

B. PARTICULARS OF AIRCRAFT:
FAA Reg. No. N 2442H New or Used Used
Year, Make, Model 1948 - Grumman Mallard - J-13
Capacity: Passengers Excluding Crew 10 Crew 1
Home Airport: Fort Lauderdale, International Airport
Address Fort Lauderdale, Florida
Aircraft Will Be Used For: Charter

C. LIABILITY INSURANCE:
Third Party Legal Liability may be any combination of primary and/or excess or umbrella coverage with combined single limit as follows:
Bodily Injury, Property Damage and Passenger Legal Liability
\$ 10,000,000.00 per occurrence.
Additional Named Insured: Name BARNETT LEASING COMPANY
(Owner)
Address: P. O. Box 919
Ft. Lauderdale, Fla. 33302

D. INSURANCE AGAINST LOSS OR DAMAGE TO LEASED PROPERTY:
All of the following insurance shall name Owner, BARNETT LEASING COMPANY as Loss Payee.
(1) ALL RISK HULL INSURANCE - FLIGHT & GROUND
(including all radios, engines and all equipment and components of the Aircraft while not installed in or attached to the Aircraft)
Amount of Coverage: As per Stipulated Loss Values specified in Section 7 of Rental Schedule
Deductible Amount - In Motion \$ 0
Not in Motion \$ 0
Breach of Warranty - 100% of Stipulated Loss Value specified in Section 7 of Rental Schedule.
(11) INSURANCE AGAINST WAR RISK, TAKING, CONFISCATION, ETC.
Amount of Coverage: As per Stipulated Loss Values specified in Section 7 of Rental Schedule

E. INSURANCE AGENT: A. Eugene Waddell, Inc.
(Name)
P.O. Box 14156, N. Palm Beach, Fla. 33408 622-2500
(Address) (Tel. No.)

OWNER'S INITIALS:
[Signature]

LESSEE'S INITIALS:
[Signature]

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CERTIFICATE OF RESOLUTIONS

I do hereby certify that I am the duly elected, qualified and acting Secretary of SEAGULL AIR SERVICE, INC., a Florida corporation and as such, have custody of the records of the Corporation, including the minutes of the meetings of the Board of Directors of the Corporation; and I do further certify that, at a meeting of the Board of Directors of said Corporation, duly called and regularly held on _____, 19____, at which a quorum was present and acting throughout, the following resolutions were duly adopted and that said resolutions are in full force and effect as of the date hereof, and have not been modified or rescinded in any manner whatsoever:

RESOLVED, that the form, terms and provisions of the Aircraft Lease (Lease Number 840002) between this Corporation and BARNETT LEASING COMPANY, a copy of which has been submitted to this meeting, providing for the leasing by this Corporation from said BARNETT LEASING COMPANY, of the following aircraft, including the engines, appliances and parts installed thereon, (hereinafter collectively called the "Aircraft") to be leased by this Corporation from said BARNETT LEASING COMPANY be, and the same hereby is, in all respects approved:

Make and Model of Aircraft: Grumman Mallard - G-73
 FAA Registration No. of Aircraft: N 2442H
 Serial Number of Aircraft: J-13; and

FURTHER RESOLVED, that the President or any Vice President or the Treasurer of this Corporation be, and each of them hereby is, authorized to execute and deliver said Aircraft Lease in the name and on behalf of this Corporation in substantially the form submitted to this meeting, with such changes, additions and amendments thereto as shall be approved by the officer who executes the same, with such execution to be conclusive evidence of such approval; and

FURTHER RESOLVED, that the President, any Vice President or the Treasurer, or any other officer of this Corporation or anyone designated in writing by the President or any Vice President, be, and each of them hereby is, authorized in the name and on behalf of this Corporation to lease the Aircraft from said BARNETT LEASING COMPANY under the terms of said Aircraft Lease, and to execute and deliver with respect to the Aircraft such Rental Schedules, Certificates of Inspection and Acceptance, and such other agreements, documents and instruments, as may be required by said BARNETT LEASING COMPANY and to do all such other acts and things, as may be necessary to consummate said transaction; and

FURTHER RESOLVED, that the President or the Vice President or the Treasurer of this Corporation be, and each of them hereby is, authorized to execute and deliver in the name and on behalf of this Corporation any addendum to, or amendment of, said Aircraft Lease, at any time after the execution of said Aircraft Lease, with such addendum and/or amendment to be in such form and content as shall be approved by the officer who executes the same, with such execution to be conclusive evidence of such approval; and

FURTHER RESOLVED, that each of the foregoing Resolutions shall remain in full force and effect, and said BARNETT LEASING COMPANY shall be entitled to rely upon same, until written notice of the modification, rescission or revocation of same, in whole or in part, has been

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delivered to said BARNETT LEASING COMPANY but no such modification, rescission or revocation shall, in any event, be effective with respect to any documents executed or actions taken in reliance upon the foregoing Resolutions prior to the delivery to said BARNETT LEASING COMPANY of said written notice of said modification, rescission or revocation.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the seal of said Corporation this 12th day of December, 19 73.

James Cranby
Assistant Secretary

(Corporate Seal)
Seal

MICRO

11

Dec 20 12 03 PM '73
OKLAHOMA CITY, OKLA.

CONVEYANCE FILMO WITH
FAA AIRCRAFT REGISTRY

10-3

UNITED STATES OF AMERICA
 DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION
AIRCRAFT REGISTRATION APPLICATION

TYPE OF REGISTRATION (Check one box) 1. Individual
 2. Partnership 3. Corporation 4. Co-Owner 5. Gov't

CERT. ISSUE DATE

NATIONALITY AND REGISTRATION MARKS U.S. N2442H

AIRCRAFT MAKE AND MODEL GRUMMAN MALLARD GTB X 12-21-73

AIRCRAFT SERIAL No. J-13 FOR FAA USE ONLY

NAME OF APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.)
BARNETT LEASING COMPANY

ADDRESS (Permanent mailing address for first applicant listed.)
 Number and street: 1 FINANCIAL PLAZA FORT LAUDERDALE FL 33301

City: _____ State: _____ ZIP CODE: _____

CHECK HERE IF ADDRESS CHANGE

(No fee required for revised Certificate of Registration)

ATTENTION: Read the following statement before signing this application.
 A false or dishonest answer to any question in this application may be grounds for punishment by fine and/or imprisonment (U.S. Code, Title 18, Sec. 1001).

CERTIFICATION
 I/WE CERTIFY that the above described aircraft (1) is owned by the undersigned applicant(s), who is/are citizen(s) of the United States as defined in Sec. 101(13) of the Federal Aviation Act of 1958; (2) is not registered under the laws of any foreign country; and (3) legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.

NOTE: If executed for co-ownership all applicants must sign. Use reverse side if necessary.

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.	SIGNATURE <u>W. Orabin</u>	TITLE <u>V. Pres</u>	DATE <u>12/26/73</u>
	SIGNATURE	TITLE	DATE
	SIGNATURE	TITLE	DATE

NOTE: Pending receipt of the Certificate of Aircraft Registration, the aircraft may be operated for a period not in excess of 90 days, during which time the PINK copy of this application must be carried in the aircraft.

AN-2-127-5005-0008

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OKLAHOMA CITY, OKLA.

JAN 2 3 38 PM '74

FAA AIRCRAFT REGISTRY

10-1

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION AIRCRAFT REGISTRATION APPLICATION			
TYPE OF REGISTRATION (Check one box) <input type="checkbox"/> 1. Individual <input type="checkbox"/> 2. Partnership <input type="checkbox"/> 3. Corporation <input type="checkbox"/> 4. Co-Owner <input type="checkbox"/> 5. Gov't.			
NATIONALITY AND REGISTRATION MARKS N-2442H			
AIRCRAFT MAKE AND MODEL Grumman Mallard G-73			
AIRCRAFT SERIAL No. J-13			
NAME OF APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.) Barnett Leasing Company			
ADDRESS (Permanent mailing address for first applicant listed) Number and street: Rural Route: P. O. Box: 919			
<input type="checkbox"/> CHECK HERE IF ADDRESS CHANGE	CITY Ft. Lauderdale	STATE Florida	ZIP CODE 33302
(No fee required for revised Certificate of Registration)			
ATTENTION! Read the following statement before signing this application. A false or dishonest answer to any question in this application may be grounds for punishment by fine and/or imprisonment (U.S. Code, Title 18, Sec. 1001).			
CERTIFICATION I/WE CERTIFY that the above described aircraft (1) is owned by the undersigned applicant(s), who is/are citizen(s) of the United States as defined in Sec. 101(13) of the Federal Aviation Act of 1958, (2) is not registered under the laws of any foreign country; and (3) legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.			
NOTE: If requested for co-ownership all applicants must sign. Use reverse side if necessary.			
EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK	SIGNATURE 	TITLE Agent	DATE 12-19-73
	SIGNATURE	TITLE	DATE
	SIGNATURE	TITLE	DATE
NOTE: Pending receipt of the Certificate of Aircraft Registration, the aircraft may be operated for a period not in excess of 90 days, during which time the PINK copy of this application must be carried in the aircraft.			

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CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
Dec 20 12 03 PM '73
OKLAHOMA CITY, OKLA.

UNITED STATES OF AMERICA
 DEPARTMENT OF TRANSPORTATION
 FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF \$ THE
 UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND
 BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS
 FOLLOWS:

AIRCRAFT MAKE AND MODEL
 Grumman Mallard G-73

MANUFACTURER'S SERIAL NUMBER
 J-13

NATIONALITY & REGISTRATION MARKS
 N-2442H

DOES THIS 19th DAY OF Dec 19 73
 HEREBY SELL, GRANT, TRANSFER AND
 DELIVER ALL RIGHTS, TITLE, AND INTERESTS
 IN AND TO SUCH AIRCRAFT UNTO:

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 X 0 4 0 4 2 2

DO NOT WRITE IN THIS BLOCK
 FOR FAA USE ONLY

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CONVEYANCE
 DEPOSITED
 DEC 21 5 40 AM '73

RECORDS SECTION

PURCHASER

NAME AND ADDRESS
 (IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL)

Barnett Leasing Company
 P. O. Box 919
 Fort Lauderdale, Florida 33302

AND TO their EXECUTORS, ADMINISTRATORS, AND ASSIGNS TO HAVE AND TO HOLD
 SINGULARLY THE SAID AIRCRAFT FOREVER, AND WARRANTS THE TITLE THEREOF.

IN TESTIMONY WHEREOF I HAVE SET my HAND AND SEAL THIS 19 DAY OF Dec 19 73

SELLER	NAME (N) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN BLACK INK) (IF EXCLUDED FOR LO OWNERSHIP, ALL MUST SIGN)	TITLE (TYPED OR PRINTED)
		CROW, INC.	<i>[Signature]</i>
	DEC 20 15 03 PM '73		

ACKNOWLEDGMENT (NOT REQUIRED FOR PURPOSES OF FAA RECORDING; HOWEVER, MAY BE REQUIRED
 BY LOCAL LAW FOR VALIDITY OF THE INSTRUMENT.)

ORIGINAL: TO FAA *[Signature]*

AC FORM 8050-2 (4-71) (8991-527-8000)

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MICRO

ADVISORY

COMMUNICATIONS

SECTION

SECTION

FAA AIRCRAFT REGISTRY
COMMUNICATIONS SECTION
SECTION

Dec 20 12 03 PM '73
OKLAHOMA CITY, OKLA.

FAA AIRCRAFT REGISTRY
CONFORMANCE FILED WITH

ORIGINAL TO FAA

8-1

BUDGET BUREAU NO. 04-R0169; APPROVAL EXPIRES SEPTEMBER 30, 1978

The use of this form is not required, and it is provided solely for your convenience. It is only intended to be a suggested form of release, which, however, meets the recording requirements of the Federal Aviation Act of 1958, and the regulations issued thereunder. It is important that the form of release used by the security holder be drafted in accordance with the pertinent provisions of the law applicable under Section 508 of the Federal Aviation Act of 1958 (49 USC 1408) and to conform to the circumstances of the particular transaction. If this release form meets these requirements, you may use this copy. This form may be reproduced.

RELEASE

The undersigned, (herein described as the security holder) is the true and lawful holder of the note or other evidence of indebtedness secured by a conveyance on the following described collateral:

AIRCRAFT MAKE AND MODEL <i>GRUMMAN Mallard G-73</i>	
FAA REGISTRATION NUMBER <i>N-2442H</i>	AIRCRAFT SERIAL NUMBER <i>J-13</i>
ENGINE MAKE AND MODEL	ENGINE SERIAL NUMBER
PROPELLER MAKE	PROPELLER SERIAL NUMBER(S)
SPARE PARTS AND LOCATION	

RECEIVED
 CONVEYANCE
 DEC 21 5 35 AM '73
 FEDERAL AVIATION
 ADMINISTRATION

X040421

Do Not Write In This Block
 FOR FAA USE ONLY

MICROFILM CODE
 RE KE

The conveyance dated *JUN. 24 - 1971*, was executed by *CROW INC*
 to *LUCAS CTY STATE BK*
 and assigned to

This conveyance was recorded by the Federal Aviation Administration on *JULY - 2 - 71*
 and was assigned conveyance number *K60887*

I hereby certify and acknowledge that the above described collateral was released from the terms of
 the conveyance on *12-17-73*

A person signing for a corporation must be a corporate officer or hold a managerial position and must show his title. A person signing for another should see Parts 47 and 49 of the Federal Aviation Regulations (14 CFR Parts 47 and 49).

THE LUCAS COUNTY STATE BANK
 (Name of Security Holder)
 SIGNATURE (In Ink) *[Signature]*
 TITLE *[Signature]*

ACKNOWLEDGMENT (If Required By Applicable Local Law)

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

DATE: K 2 JUL 1971

AERONAUTICAL CENTER
P.O. BOX 8082
OKLAHOMA CITY, OKLAHOMA 73188



IN REPLY REFER TO: AC-250:N 2442H

SUBJECT: Notice of Recordation of Conveyance

TO: [Lucas County State Bank]
515-517 Madison Ave.
Toledo, Ohio 43604

NAME: Crow, Inc.

We have received the conveyance securing an obligation which was submitted to the Federal Aviation Administration for recording.

This conveyance dated 6-24-71 was recorded on 7-2-71 as conveyance number K60887 pertaining to N2442H

When the obligation secured by the conveyance has been satisfied, the security holder is required to execute a release and send it to the FAA Aircraft Registry for recording. The release must be signed in ink by the security holder and the above-mentioned conveyance number be included in the release. A suggested form of release is printed on the reverse side of this letter.

If applicable local law so requires to make the release valid, the release must be acknowledged before a notary public.

There is no fee for the recording of a release.

for C. Robinson
LESTER G. ROBINSON
Chief, Aircraft Registration Branch, AC-250

OKLAHOMA CITY, OKLA
DEC 20 12 03 PM '73

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

1040171

FORM APPROVED BUDGET BUREAU NO. 04-R076.2

Cert. Iss. Date:

9 1 APR 1971 7-1

UNITED STATES OF AMERICA
 DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION
AIRCRAFT REGISTRATION APPLICATION

TYPE OF REGISTRATION (Check one box) 1. Individual
 2. Partnership 3. Corporation 4. Co-Owner 5. Gov't.

NATIONALITY AND
 REGISTRATION MARKS:
 N 2442H

AIRCRAFT MAKE AND MODEL
 Grumman G-73

AIRCRAFT SERIAL No.
 J-13

NAME(S) OF APPLICANT(S)

FOR FAA USE ONLY

(Must be same as Purchaser on Bill of Sale; if individual(s), give last name(s), first name(s), and middle initial(s).)

Crow, Inc.

ADDRESS (Number and Street, P. O. Box, or Rural Route.)

P.O. Box 102

CHECK HERE
 IF ADDRESS
 CHANGE ONLY

CITY

Swanton

STATE

Ohio

ZIP CODE

43558

(No fee required for revised Certificate of Registration)

ATTENTION! Read the following statement before signing this application.
 A false or dishonest answer to any question in this application may be grounds for punishment by fine and/or imprisonment (U.S. Code, Title 18, Sec. 1001).

CERTIFICATION

I/WE CERTIFY that the above described aircraft (1) is owned by the undersigned applicant(s), who is/are citizen(s) of the United States as defined in Sec. 101(13) of the Federal Aviation Act of 1958; (2) is not registered under the laws of any foreign country; and (3) legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.

NOTE: If executed for co-ownership all applicants must sign. Use reverse side if necessary.

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.	SIGNATURE	TITLE	DATE
	<i>[Signature]</i>	President	3/24/71
	SIGNATURE		DATE
	SIGNATURE	TITLE	DATE

NOTE: Pending receipt of the Certificate of Aircraft Registration, the aircraft may be operated for a period not in excess of 90 days, during which time the PINK copy of this application must be carried in the aircraft.

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CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
MAR 30 11 24 AM '71
OKLAHOMA CITY, OKLA.

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Debtor further warrants and covenants:

7. If the collateral has been or is to be attached to real estate, or is growing, or is to be grown thereon, the name of the record owner of such real estate is.....

and said real estate is described as follows:.....
Reasonably identify. If farm property, at least county, township and acreage. If city property,

at least street address, county, municipality.

and if the Collateral is attached to real estate prior to the perfection of the security interest hereby granted, Debtor will upon demand furnish Secured Party with a disclaimer signed by all persons having an interest in the real estate, of any interest in the Collateral which is prior to Secured Party's interest.

8. Except for the security interest granted hereby, Debtor is the owner of the Collateral free from any prior lien, security interest or encumbrances, and Debtor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.

9. Debtor will not sell or offer for to sell or otherwise transfer or encumber the property without written consent of Secured Party; will keep the collateral in good order and repair and will not waste or destroy the collateral. It is agreed that debtor shall have no authority to incur any bill or lien for repairs or storage on the property, as long as this Security Agreement is in effect, without the written consent of secured party or its assigns. Nor will the debtor use or permit said property to be used for any illegal purpose.

10. No financing statement covering the collateral is on file in any public office, and at request of Secured Party, Debtor will join with Secured Party in executing one or more financing statements pursuant to the Uniform Commercial Code, as enacted in Ohio in form satisfactory to Secured Party and will pay the cost of filing the same in all public offices wherever filing is deemed necessary or desirable by Secured Party.

11. Debtor will keep the collateral insured at all times against loss by fire and/or other hazards concerning which, in the judgment of the Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to the Secured Party and in amounts sufficient to protect Secured Party against loss or damage to said collateral; that such policy or policies of insurance will be delivered to the Secured Party, together with loss payable clauses in favor of the Secured Party as its interest may appear, in form satisfactory to the Secured Party. Seller is hereby appointed Buyer's attorney-in-fact to endorse any draft or check which may be payable to Buyer in order to collect return of premiums or the proceeds of such insurance.

12. At its option, Secured Party may discharge taxes, liens, or security interests or other encumbrances at any time levied or placed on the collateral, may pay for insurance on the collateral and may pay for the maintenance and preservation of the collateral. Debtor agrees to reimburse Secured Party on demand for any payment made, or any expense incurred by Secured Party pursuant to the foregoing authorization. Until default Debtor may have possession of the collateral and use it in any lawful manner not inconsistent with this agreement and not inconsistent with any policy of insurance thereon.

13. In order to protect Seller's interest in said collateral, Seller shall have the optional right to perform any defaulted agreements of Buyer herein contained and Seller is hereby appointed Buyer's attorney-in-fact to do at Seller's option and Buyer's expense, all acts and things which Seller may deem necessary to perfect and continue perfected the Security Interest created by this Agreement and to protect the said collateral, including, but not limited to, performing contracts, paying taxes, paying insurance, repairing the collateral, compromising and satisfying claims of third parties, etc.

14. Taking a new note for said debt shall not constitute payment but only an extension of the time on the original obligation leaving the lien of this security agreement and other securities in force.

15. The Seller may correct patent errors herein and in the note.

16. Any notice to Debtor shall be sufficiently given when mailed to debtor's address stated above.

17. Upon the happening of any of the following events or conditions, namely: (I) default in the payment or performance of any of the Obligations or of any covenant or liability contained or referred to herein or in any note evidencing any of the Obligations; (II) any warranty, representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this agreement or to induce Secured Party to make a loan to Debtor proving to have been false in any material respect when made or furnished; (III) loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon; (IV) death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against, Debtor or any guarantor or surety for Debtor; thereupon, or at any time thereafter (such default not having previously been cured) Secured Party at its option may declare all of the Obligations to be immediately due and payable and shall then have the remedies for a secured party under the laws of the State of Ohio, including, without limitation thereto, the right to take possession of the Collateral, and for that purpose Secured Party may, so far as Debtor can give authority therefor, enter upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom. Secured Party may require Debtor to make the Collateral available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. Secured Party will give Debtor at least five days' prior written notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made, and at any such public or private sale Secured Party may purchase the Collateral.

18. This agreement and the security interest in the Collateral created hereby shall terminate when the Obligations have been paid in full. No waiver by Secured Party of any default shall be effective unless in writing nor operate as a waiver of any other default or of the same default on a future occasion. Secured Party is authorized to fill in any blank spaces herein and to date this agreement the date the loan is made. All rights of Secured Party hereunder shall inure to the benefit of the heirs, executors, administrators, successors and assigns of Secured Party; and all obligations of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. If there be more than one Debtor, their obligations hereunder shall be joint and several. This Agreement shall take effect when signed by Debtor.

19. The Security Agreement contains the entire agreement between the parties, and no oral agreement shall be binding.

6-1

ACKNOWLEDGMENT BY SECURED PARTY (ASSIGNOR)

State of Ohio
County of Lucas

On this 24th day of June 1971 before me personally appeared the above named Secured party to me known to be the person described in and who executed the foregoing assignment, and acknowledged that he executed the same as his free act and deed, and, if said assignment be that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

PAUL O. REMBOLD
Notary Public, Lucas County, Ohio
My commission expires Sept. 24, 1972

Paul Rembold
Signature of notary public (in ink)

ACKNOWLEDGMENT BY DEBTOR

State of Ohio
County of Lucas

On this 24th day of June 1971 before me personally appeared the above named debtor to me known to be the person described in and who executed the foregoing Security Agreement, and acknowledged that he executed the same as his free act and deed, and, if said Security Agreement be that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

PAUL O. REMBOLD
Notary Public, Lucas County, Ohio
My commission expires Sept. 24, 1972
This instrument prepared by _____

Paul Rembold
Signature of notary public (in ink)

6

ACKNOWLEDGMENT BY SECURED PARTY (AIRBORNE)

On this _____ day of _____ 19____ before me
personally appeared the above-named secured party to me known
to be the person described in and who executed the foregoing
Assignment, and acknowledged that he executed the same as his
free act and deed, and he said Assignment is that of a corporation
and that he was duly authorized to execute the same. Given under my
hand and official seal the day and year within above.

Signature of Notary Public (in ink)

State of _____
County of _____

My commission expires _____

ACKNOWLEDGMENT BY DEBTOR

On this _____ day of _____ 19____ before me
personally appeared the above-named debtor to me known to be
the person described in and who executed the foregoing Security
Assignment, and acknowledged that he executed the same as his
free act and deed, and he said Security Assignment is that of a corporation
and that he was duly authorized to execute the same. Given under my
hand and official seal the day and year within above.

Signature of Notary Public (in ink)

State of _____
County of _____

My commission expires _____

This instrument executed by _____

FORM APPROVED-BUDGET BUREAU NO. 04-R078.2
 UNITED STATES OF AMERICA
 DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF \$ 1.00 THE UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:

AIRCRAFT MAKE AND MODEL
Grumman G-73

MANUFACTURER'S SERIAL NUMBER J-13 NATIONALITY & REGISTRATION MARKS F111 VQ-100

DOES THIS 24 DAY OF March 1971 PURCHASER HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT ONTO:

NAME AND ADDRESS (IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND INITIAL.)
PURCHASER
Crow, Inc.
P.O. Box 102
Swanton, Ohio 43558

DO NOT WRITE IN THIS BLOCK FOR FAA USE ONLY.
 5-1
 L 0 5 9 9 1 0
 CONVEYANCE
 REGISTERED
 APR 1 11 53 PM '71

AND TO THE EXECUTORS, ADMINISTRATORS, AND ASSIGNS TO HAVE AND TO HOLD SINGULARLY THE SAID AIRCRAFT FOREVER, AND CERTIFIES THAT SAME IS NOT SUBJECT TO ANY MORTGAGE OR OTHER ENCUMBRANCE EXCEPT:

TYPE OF ENCUMBRANCE	AMOUNT	DATED
None		

IN FAVOR OF _____

IN TESTIMONY WHEREOF I HAVE SET my HAND AND SEAL THIS 24 DAY OF Mar 1971

SIGNATURE(S) (IN INK. IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (IF SIGNED FOR A CORPORATION, PARTNERSHIP, OWNER, OR AGENT.)	NAME(S) OF SELLER (TYPED OR PRINTED)
<i>Jay Johnson</i>	President	Air Pacific Inc.
Jay Johnson		

ACKNOWLEDGMENT (NOT REQUIRED FOR PURPOSES OF FAA RECORDING; HOWEVER, MAY BE REQUIRED BY LOCAL LAW FOR VALIDITY OF THE INSTRUMENT)
 I HEREBY ACKNOWLEDGE THAT THIS INSTRUMENT IS THE PROPERTY OF THE FAA AND IS TO BE FILED WITH THE FAA APPROVE FILED WITH

3005.9084
 8697
 3005.9084

Sup. Retd.

AC FORM 8090.2 (7-69) SUPERSEDES FAA FORM 8090.2 (008-69-0001)

019830

1710000
METEOROLOGICAL
NOTES

5

ABUJAHU 0000 000

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
MAR 30 11 26 AM '71
OKLAHOMA CITY, OKLA

4-1

OEX. P2 OAK
AC/250. ATTN KORDISH.
FOLLOWING RECEIVED IN RESPONSE OUR 31220 MESSAGE ASKING FOR NAME AND
TITLE OF CIVAIR OFFICIAL WHO ORIGINATED 3/30/71 MESSAGE TO FAA.
QUOTE REF UR SFP/1312220 FROM CUNNINGHAM STOP NAME OF OFFICIAL
J.V. VERRAN TITLE CONTROLLER OF TRANSPORT AND CIVIL AVIATION.
SUVA FIJI. UNQUOTE.
CUNNINGHAM SFP/1 011928

PHR 1 10

APR 1 19 43 Z71

4

APR 1 15 05 '71

3-1 Jc
see
attached
for new title
064
4-1-71

FAA AC OKC

637P CST MAR 30 71 KB323 MB329 RAB558-

CPRZC CPB421 ZC VIA CANADIAN

ACB150 FAA420 C3686

USNX CZ FCSU 033

SUVA 33/32 31 1147

ETAT

TO FEDERAL AVIATION ADMINISTRATION RECORDS BRANCH

OKLAHOMACITYOKLAHOMAUSA

FOR YOUR INFORMATION GRUMMAN G73 MALLARD

CONSTRUCTORS NUMBER J13 REGISTRATION VQ-FBC NOW CANCELLED

FROM FIJI REGISTER PENFING SALE TO US COMPANY STOP

CIVAIR SUVA

COL ETAT G73 J13 VQ-FBC US

MAR 31 02 18 PM '81

3

31 MAR 1983

2-1

KD232

T TOA320 PDB TDTO SWANTON OHIO 31 626P

MR KORDICH FAA OKCTY

IN REFERENCE TO PHONE CONVERSATION AIR PACIFIC

R INC SHOULD READ AIR PACIFIC LTD

ADVISE RECEIPT OF TELEGRAM

ERIC E. BARNUM VICE PRES CROWE INC.

MAR 32 15 53z71

4*

FAA AC OKC

2

EXCERPT

... THE ...
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... THE ...

- PIPE DISTRIBUTORS
FOR NORTHERN OHIO
- Fuel
 - Sales
 - Rental
 - Charter
 - Instruction
 - Maintenance

AIRCRAFT SALES OFFICE
Phone 214-247-6438
8278 Lucerne Drive
Chester Falls, Ohio

Please reply
to location no. 1



CROW, INC.

- 1-TOLEDO EXPRESS AIRPORT
P.O. Box 107
Beverton, Ohio 43088
Phone 419-688-2251
Telex 288888
- 2-BOWLING GREEN AIRPORT
R.F.D. No. 2, Box 284
Bowling Green, Ohio 43402
Phone 419-384-4872
- 3-MILLER AIRPORT
R.F.D. No. 1
Newark, Ohio 44669
Phone 216-884-3370
216-873-7000
- 4-MANSFIELD LAHM AIRPORT
Mansfield, Ohio 44820
Phone 419-877-2700

March 24, 1971

Mr. G.W. Small
Aircraft Registration Branch
FAA
P.O. Box 25082
Oklahoma City, Oklahoma 73125

Dear Mr. Small,

Enclosed please find \$10.00 reservation fee for aircraft
number N2442H as discussed.

Sincerely,
CROW, INC.

Eric E. Barnum
Eric E. Barnum
Vice-President
Toledo Operations

EEB/seb

CF

MAR 26 7 68 5 8010.0084

1-2

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
MAR 26 10 36 AM '71
OKLAHOMA CITY, OKLA.

1-1

PISTON DISTRIBUTORS
FOR NORTHERN OHIO

- Fuel
- Sales
- Rental
- Charter
- Instruction
- Maintenance

AIRCRAFT SALES OFFICE
Phone 216-247-6438
8278 Lucerne Drive
Cheerlin Falls, Ohio

Please reply
to location no. 1



CROW, INC.

- 1-TOLEDO EXPRESS AIRPORT
P.O. Box 102
Toledo, Ohio 43688
Phone 419-886-2321
Telex 788580
- 2-BOWLING GREEN AIRPORT
R.F.D. No. 7, Box 284
Bowling Green, Ohio 43402
Phone 419-354-6813
- 3-MILLER AIRPORT
R.F.D. No. 1
North Branch, Ohio 44440
Phone 216-384-3370
216-873-3088
- 4-MANSFIELD LAHM AIRPORT
Mansfield, Ohio 44801
Phone 419-879-7788

March 3, 1971

Federal Aviation Administration
Aeronautical Center
P.O. Box 25082
Oklahoma City, Oklahoma 73125

Dear Mr. Robinson,

I would be interested in obtaining aircraft registration number N51152 for an aircraft and would like to know the availability of this number.

If this number is not available we would like to check on these numbers in this order of preference:

1. 51150
2. 5115
3. 102PO
4. 2442H
5. 51LEB

Your immediate response would be greatly appreciated.

Sincerely,

CROW, INC.

Eric E. Barnum
Vice-President
Toledo Operations

EEB/seb

COMMUNICATIONS SECTION

MAR 8 1 03 PM '71

FEDERAL AVIATION ADMINISTRATION

WASHINGTON, D.C. 20515

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
MAR 8 1 03 PM '71
OKLAHOMA CITY, OKLA.