
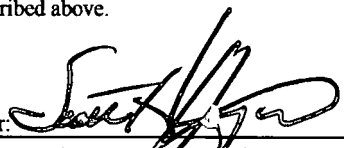


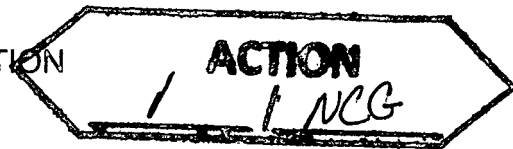
 U.S. Department of Transportation Federal Aviation Administration	ASSIGNMENT OF SPECIAL REGISTRATION NUMBERS	Special Registration Number N885LV
	Aircraft Make and Model GULFSTREAM AM CORP COMM DIV 690C	Present Registration Number N777NV
	Serial Number 11680	Issue Date: Apr 02, 2020
ICAO AIRCRAFT ADDRESS CODE FOR N885LV - 53030566 NEVADA DEPARTMENT OF TRANSPORTATION 1263 S STEWART ST CARSON CITY NV 89701-5229 		This is your authority to change the United States registration number on the above described aircraft to the special registration number shown. 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 aircraft registration. The latest FAA Form 8130-6, Application For Airworthiness on file is dated: Jan 21, 1997 The airworthiness classification and category: STD NORMAL
<p style="text-align: center;">INSTRUCTIONS:</p> <p>SIGN AND RETURN THE ORIGINAL of this form to the Civil Aviation Registry, Aircraft Registration Branch, within 5 days after the special registration number is placed on the aircraft. A revised certificate of aircraft registration will then be issued. Obtain a revised certificate of airworthiness from your nearest Flight Standards District Office.</p> <p>The authority to use the special number expires: Apr 02, 2021</p>		
CERTIFICATION: I certify that the special registration number was placed on the aircraft described above. Signature of Owner:  Title of Owner:  Date Placed on Aircraft: 		RETURN FORM TO: Civil Aviation Registry Aircraft Registration Branch P.O. Box 25504 Oklahoma City, Oklahoma 73125-0504

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2020 MAY 29 AM 7 33
OKLAHOMA CITY
OKLAHOMA



STEVE SISOLAK
Governor

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
1263 S. Stewart Street
Carson City, Nevada 89712



Kristina L. Swallow, P.E., Director

In Reply Refer to:

February 21, 2020

Aircraft Registration Branch
PO Box 25504
Oklahoma City, Ok. 73125-0504

To whom it may concern,

①

We are requesting an assignment of a different N number to our Gulfstream Commander.

The aircraft is as follows:

Manufacturer: Gulfstream
Model: 690C
Serial Number: 11680
N number: N777NV

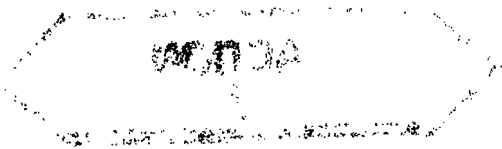
②

Please reserve an N number for this aircraft and issue an 8050-64. Once the new N number is issued, we will change the N number on this aircraft to the newly issued N number.

Nevada Department of Transportation would like to reserve the number N777NV. It will be placed on our King Air 350. I will request another 8050-64 for the King Air change once this transaction is complete.

Thank you and best regards,

Scott Hoffmeyer
Chief Pilot
Nevada Department of Transportation
shoffmeyer@dot.nv.gov
775-882-8437



FILED WITH FAA
AIRCRAFT
REGISTRATION BR
2020 FEB 28 AM 8:03
OKLAHOMA CITY
OKLAHOMA

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 777NV		SERIAL NUMBER 11680	
MANUFACTURER GULFSTREAM AM CORP COMM DIV		MODEL 690C	
DATE OF ISSUANCE 12/01/1997	DATE OF EXPIRATION 01/31/2022	TYPE OF REGISTRATION GOVERNMENT	
ENTER REGISTERED OWNER(S) & ADDRESS FROM FAA FILE (Owner 1) <u>NEVADA DEPARTMENT OF TRANSPORTATION</u> (Owner 2) _____ Note: Enter any additional owner names on page two. (Address) <u>1263 S STEWART ST</u> (Address) _____ City <u>CARSON CITY</u> State <u>NV</u> Zip <u>89701-5229</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 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. _____ _____ _____		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			8/30/2018
SIGNATURE OF OWNER 2	PRINTED NAME OF SIGNER	TITLE	DATE

Use page 2 for additional signatures.

(201808300953511166NB)

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

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 777NV		SERIAL NUMBER 11680	
MANUFACTURER GULFSTREAM AM CORP COMM DIV		MODEL 690C	
DATE OF ISSUANCE 12/01/1997	DATE OF EXPIRATION 01/31/2019	TYPE OF REGISTRATION GOVERNMENT	

ENTER REGISTERED OWNER(S) & ADDRESS FROM FAA FILE

(Owner 1) NEVADA DEPARTMENT OF TRANSPORTATION

(Owner 2) _____

Note: Enter any additional owner names on page two.

(Address) 1263 S STEWART ST

(Address) _____

City CARSON CITY State NV Zip 89701-5229

Country UNITED STATES

Physical Address: Required when mailing address is a P.O. Box or mail drop.

(Address) _____

(Address) _____

City _____ State _____ Zip _____

Country _____

TO RENEW REGISTRATION: REVIEW aircraft registration information, SELECT the appropriate statement, ENTER any change in address in the spaces below, SIGN, DATE, & SEND 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

☒ **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.**

☐ **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.

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

☐ **CANCELLATION OF REGISTRATION IS REQUESTED.**

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

☐ **THE AIRCRAFT IS DESTROYED OR SCRAPPED.**

☐ **THE AIRCRAFT WAS EXPORTED TO:**

☐ **OTHER, Specify** _____

☐ **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			9/21/2015
SIGNATURE OF OWNER 2	PRINTED NAME OF SIGNER	TITLE	DATE

Use page 2 for additional signatures.

(201509211558476218NB)

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

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 777NV		SERIAL NUMBER 11680	
MANUFACTURER GULFSTREAM AM CORP COMM DIV		MODEL 690C	
DATE OF ISSUANCE 01/15/2013	DATE OF EXPIRATION 01/31/2016	TYPE OF REGISTRATION GOVERNMENT	
NAME AND MAILING ADDRESS OF REGISTERED OWNER (If individual, give last name, first name and middle initial) (Owner 1) NEVADA DEPARTMENT OF TRANSPORTATION (Owner 2) _____ Note: Enter any additional owner names on page two of this document. (Address) 1263 S STEWART ST (Address) _____ City CARSON CITY State NV Zip 89701-5229 Country UNITED STATES 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. <input checked="" type="radio"/> 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. <input type="radio"/> 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, <input type="checkbox"/> 1. THE AIRCRAFT WAS SOLD TO: (Show purchaser's name and address) _____ _____ _____ <input type="checkbox"/> 2. THE AIRCRAFT IS DESTROYED OR SCRAPPED. <input type="checkbox"/> 3. THE AIRCRAFT WAS EXPORTED TO: _____ <input type="checkbox"/> 4. OTHER, Specify _____ <input type="checkbox"/> 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 Electronically Certified by Registered Owners	PRINTED NAME OF SIGNER	TITLE	DATE 1/15/2013
SIGNATURE OF OWNER 2	PRINTED NAME OF SIGNER	TITLE	DATE

(201301151838232353NA)

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

34-1

NUMBER CHANGED TO 777NV
DATE FEB 09 1998

ASSIGNMENT OF SPECIAL REGISTRATION NUMBERS

U.S. Department of Transportation Federal Aviation Administration	Aircraft Make and Model	Special Registration Number
	GULFSTREAM AM CORP COMM DIV 690C	N 777NV
	Serial Number 11680	Present Registration Number N 680HA

ICAD AIRCRAFT ADDRESS CODE FOR N777NV = 52502110	Issue Date: JANUARY 12, 1998
NEVADA DEPARTMENT OF TRANSPORTATION 1263 S STEWART ST CARSON CITY NV 89701-5229	This is your authority to change the United States registration number on the above described aircraft to the special registration number shown. 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: JANUARY 21, 1997 The airworthiness classification and category: STD NORMAL

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: JANUARY 12, 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: <i>Roger E. Grady</i>	
Title of Owner: ASSISTANT DIRECTOR	
Date Placed on Aircraft: JANUARY 22, 1998	

FILED WITH FAA
AIRCRAFT REGISTRATION BE

'98 JAN 29 A7:53

OKLAHOMA
OKLAHOMA

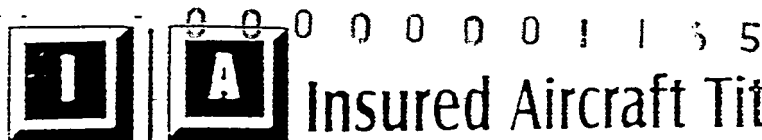
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Insured Aircraft Title Service, Inc.



P.O. Box 19527 • Oklahoma City, Oklahoma 73144 • (405) 681-6663
FAX #405-681-5295

FEDERAL AVIATION ADMINISTRATION
CENTRAL RECORDS DIVISION
OKLAHOMA CITY, OKLAHOMA

DATE: 12-17-97

-64

777 NV

680 WA

16 JAN 12 1998

Gentlemen:

Please reserve N _____ in NAME ONLY for: _____

Please reserve N 777 NV for assignment to the following aircraft:

680 WA

Boeing

690C

11680

Current N#

Make

Model

Serial #

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

Nevada Department of Transportation

1263 S. Stewart St.

Carson City, NV 89701-5229

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 for the reserved number to Insured Aircraft
Title Service in the P.D. Room.

ADDITIONAL INFORMATION: _____

FFR # 317 11-21-97

REQUESTED BY: [Signature]

RET'D

Serving the Aviation Financial Community for over 30 years!

FILED WITH FAA
AIRCRAFT REGISTRATION BR
'97 DEC 17 PM 12 13
OKLAHOMA CITY
OKLAHOMA

32-1 FORM APPROVED
OMB No. 2120-0042
0 0 0 4 3 7

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

UNITED STATES
REGISTRATION NUMBER **N 680WA**

AIRCRAFT MANUFACTURER & MODEL
Gulfstream Commander 840

AIRCRAFT SERIAL No.
11680

CERT. ISSUE DATE

XX DEC 01 1997

FOR FAA USE ONLY

TYPE OF REGISTRATION (Check one box)

- ☐ 1. Individual ☐ 2. Partnership ☐ 3. Corporation ☐ 4. Co-owner ☒ 5. Gov't. ☐ 8. Non-Citizen Corporation

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

Nevada Department of Transportation

TELEPHONE NUMBER: ()

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: **1263 So. Stewart Street**

Rural Route:

P.O. Box:

CITY Carson City	STATE NV	ZIP CODE 89712
----------------------------	--------------------	--------------------------

☐ **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:

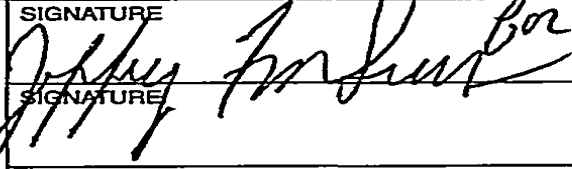
CHECK ONE AS APPROPRIATE:

- 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 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 Director	DATE 8/12/97
	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.

COMM. FILED
AUGUST 13 1976
ALBANY, N.Y.
97 AUG 13 AM 9 35
ALBANY, N.Y.
COMM. FILED

UNITED STATES OF AMERICA
U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE

31-1
FORM APPROVED
OMB NO. 2120-0042

0 0 0 0 4 3 5

FOR AND IN CONSIDERATION OF \$1+0VC THE
UNDERSIGNED OWNER(S) OF THE FULL LEGAL
AND BENEFICIAL TITLE OF THE AIRCRAFT DES-
CRIBED AS FOLLOWS:

UNITED STATES
REGISTRATION NUMBER **N** 680WA

AIRCRAFT MANUFACTURER & MODEL
Gulfstream Commander 840

AIRCRAFT SERIAL No.
11680

XX009491

CONVEYANCE
RECORDED

DOES THIS 12 DAY OF Aug 19 97
HEREBY SELL, GRANT, TRANSFER AND
DELIVER ALL RIGHTS, TITLE, AND INTERESTS
IN AND TO SUCH AIRCRAFT UNTO:

'97 DEC 1 PM 1 09

Do Not Write In This Block
FOR FAA USE ONLY

NAME AND ADDRESS

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

FEDERAL AVIATION
ADMINISTRATION

PURCHASER

Nevada Department of Transportation
1263 So. Stewart Street
Carson City, NV 89712

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 12 DAY OF Aug 19 97

SELLER

NAME (S) OF SELLER
(TYPED OR PRINTED)

SIGNATURE (S)
(IN INK) (IF EXECUTED
FOR CO-OWNERSHIP, ALL MUST
SIGN)

TITLE
(TYPED OR PRINTED)

Corporate Wings
Inc.

[Signature]

President

972250942507

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

ORIGINAL: TO FAA

EXHIBIT
OCEANOGRAPHY

97 AUG 13 AM 9 35

FILED
AIRCRAFT
JULY 1997

UNITED STATES OF AMERICA

U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE

0 0 0

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0 0 0 0 4 6 6
XX 009490

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

UNITED STATES
REGISTRATION NUMBER **N 680WA**

AIRCRAFT MANUFACTURER & MODEL

Gulfstream Commander 840 (690C)

AIRCRAFT SERIAL No.

11680

CONVEYANCE
RECORDED

DOES THIS 12 DAY OF Aug 1997
HEREBY SELL, GRANT, TRANSFER AND
DELIVER ALL RIGHTS, TITLE, AND INTERESTS
IN AND TO SUCH AIRCRAFT UNTO:

'97 DEC 1 PM 1 08

Do Not Write In This Block
FOR FAA USE ONLY

ADMINISTRATION

NAME AND ADDRESS

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

PURCHASER

Corporate Wings Inc.

9304 South Shad Lane

Sandy, Utah 84093

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

12

DAY OF

Aug

19 97

SELLER

NAME (S) OF SELLER
(TYPED OR PRINTED)SIGNATURE (S)
(IN INK) (IF EXECUTED
FOR CO-OWNERSHIP, ALL MUST
SIGN)TITLE
(TYPED OR PRINTED)

Wrangler Aviation

Corporation

President

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

ORIGINAL: TO FAA

021 AUG 13 97
ALBANY, NY
FILED
AUG 13 1997
ALBANY, NY

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XX009489

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

CONVEYANCE
RECORDED

NAME (last name first) OF DEBTOR

WRANGLER AVIATION CORPORATION

'97 DEC 1 PM 1 05

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE

BANC FIRST

PO BOX 26788

OKLAHOMA CITY, OK 73126-0788

SEE RECORDED
CONVEYANCE

NUMBER K13663
PAGE # 27-5

FEDERAL AVIATION
ADMINISTRATION

NAME OF SECURED PARTY'S ASSIGNOR (if assigned)

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FAA REGISTRATION NUMBER
N680WA

AIRCRAFT SERIAL NUMBER
11680

AIRCRAFT MFR. (BUILDER) and MODEL
GULFSTREAM 690C

ENGINE MFR. and MODEL

ENGINE SERIAL NUMBER(S)

PROPELLER MFR. and MODEL

PROPELLER SERIAL NUMBER(S)

THE SECURITY CONVEYANCE DATED December 11, 1996 COVERING THE ABOVE COLLATERAL WAS RECORDED BY

THE CIVIL AVIATION REGISTRY ON August 21, 1997 AS CONVEYANCE NUMBER K13663

Norma Hughes

LEGAL INSTRUMENTS EXAMINER

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

THE UNDERSIGNED HEREBY CERTIFIES AND ACKNOWLEDGES THAT THEY ARE 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 THE 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 Aircraft Registration Branch, P.O. Box 25504, Oklahoma City, Oklahoma 73125.

DATE OF RELEASE: 8/26/97

BANC FIRST

(Name of security holder)

SIGNATURE (In Ink) [Signature]

TITLE VP

(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)).

ACKNOWLEDGMENT (If Required By Applicable Local Law):

AC Form 8050-41 (2/96) (NSN 0052-00-543-9001)

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
'97 SEP 3 AM 10 41
OKLAHOMA CITY
OKLAHOMA

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XX009488

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATIONFORM APPROVED
OMB NO. 2120-0043
EXP. DATE 6/30/84

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

Wrangler Aviation Corporation
1700 Lexington, Suite 210
Norman, OK 73069-8495

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE

BancFirst
P.O. Box 26788
Oklahoma City, OK 73126-0788

NAME OF SECURED PARTY'S ASSIGNOR (if assigned)

S. J. TOMLIN
CONVEYANCE

FICHE#

PAGE# 275

Do Not Write In This Block
FOR FAA USE ONLYFAA REGISTRA-
TION NUMBER

680WA

AIRCRAFT
SERIAL NUMBER

11680

AIRCRAFT MFR. (BUILDER) and MODEL

Twin Commander 840 (690C)

ENGINE MFR. and MODEL

ENGINE SERIAL NUMBER(S)

PROPELLER MFR. and MODEL

PROPELLER SERIAL NUMBER(S)

Filed With

THE SECURITY CONVEYANCE DATED 12-11-96 COVERING THE ABOVE COLLATERAL WAS ~~RECORDED~~ BY THE FAA AIRCRAFT REG-
ISTRY ON 6-4-97 AS CONVEYANCE NUMBER Pending

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.

ACKNOWLEDGEMENT (If Required By
Applicable Local Law):DATE OF RELEASE: 7/30/97
BancFirst

(Name of security holder)

SIGNATURE (in ink)

TITLE

Vice 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)

OKLAHOMA CITY
97 AUG 13 AM 5 35
AIRPORT
FILED
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DEPARTMENT OF TRANSPORTATION

FEDERAL AVIATION ADMINISTRATION
FAA AIRCRAFT REGISTRY
P.O. Box 25504
Oklahoma City, Oklahoma 73125

AIRCRAFT SECURITY AGREEMENT

27-5

NAME & ADDRESS OF DEBTOR/BORROWER: Wrangler Aviation Corporation (TIN: 79-1306700) 1700 Lexington, Suite 210 Norman, OK 73069-8495	K 1 3 6 6 3
NAME & ADDRESS OF SECURED PARTY/ASSIGNEE/LENDER: BancFirst 101 North Broadway P. O. Box 26788 Oklahoma City, OK 73126-0788	CONVEYANCE RECORDED Aug 21 2 20 PM '97
NAME OF SECURED PARTY'S ASSIGNOR/GRANTOR: Wrangler Aviation Corporation (TIN: 79-1306700) 1700 Lexington, Suite 210 Norman, OK 73069-8495	FEDERAL AVIATION ADMINISTRATION ABOVE SPACE FOR FAA USE ONLY

THIS AIRCRAFT SECURITY AGREEMENT is entered into between Wrangler Aviation Corporation (referred to below as "Grantor"); and BancFirst (referred to below as "Lender").

GRANT OF SECURITY INTEREST. For valuable consideration, Grantor grants to Lender a continuing security interest in the Collateral to secure the indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

DEFINITIONS. The following words shall have the following meanings when used in this Agreement. Terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Agreement. The word "Agreement" means this Aircraft Security Agreement, as this Aircraft Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Aircraft Security Agreement from time to time.

Aircraft. The word "Aircraft" means the following described aircraft:

1981 Twin Commander 840 (690C)

The manufacturer's serial number for the aircraft is 11680, and its FAA Registration Number is N680WA. The word "Aircraft" also means and includes without limitation, (a) the Airframe, (b) the Engines, and (c) any propellers.

Airframe. The word "Airframe" means the Aircraft's airframe, together with any and all parts, appliances, components, instruments, accessories, accessions, attachments, equipment, or avionics (including, without limitation, radio, radar, navigation systems, or other electronic equipment) installed in, appurtenant to, or delivered with or in respect of such airframe.

Collateral. The word "Collateral" means the following described property, whether now owned or hereafter acquired, whether now or hereafter existing, and wherever located:

(a) The Aircraft.

(b) The Engines and all avionics, including without limitation the following specifically described engines or avionics or both: Full King thru radar, enc alt., A/P - FD, Radio Alt., RMI, Full De-ice, standard toilet, big tanks..

(c) All log books, manuals, flight records, maintenance records, inspection reports, airworthiness certificates, and other historical records or information relating to the Aircraft.

(d) All attachments, accessions, parts, and additions to and all replacements of and substitutions for any property described above.

(e) All rents, accounts, chattel paper, general intangibles, and monies, arising out of or related to use, rental, sale, lease, or other disposition of any of the property described in this Collateral section.

(f) All proceeds (including insurance proceeds) from the sale or other disposition of any of the property described in this Collateral section.

Commercial Operations. The words "Commercial Operations" mean the carriage by aircraft in air commerce of persons or property for compensation or hire. Commercial Operations do not include carriage by aircraft in air commerce of Grantor's employees or invitees or Grantor's own property.

Encumbrance. The word "Encumbrance" means any and all security interests, mortgages, liens, privileges, and other contractual or statutory security interests or rights, of every nature and kind, that now or in the future may affect the Collateral or any part or parts of the Collateral.

Event of Default. The words "Event of Default" mean and include without limitation any of the Events of Default set forth below in the section titled "Events of Default."

Engines. The word "Engines" means any engines described above together with any other aircraft engines which either now or in the future are installed on, appurtenant to, or delivered with or in respect of the Airframe, together with any and all parts, appliances, components, accessories, accessions, attachments or equipment installed on, appurtenant to, or delivered with or in respect of such engines. The word "Engines" shall also refer to any replacement aircraft engine which, under this Agreement, is required or permitted to be installed upon the Airframe.

FAA. The abbreviation "FAA" means the United States Federal Aviation Administration, or any successor or replacement administration or governmental agency having the same or similar authority and responsibilities.

Geneva Convention. The words "Geneva Convention" mean the Convention on the International Recognition of Rights in Aircraft made at Geneva, Switzerland on June 19, 1948, (effective September 17, 1953), together with the necessary enacting rules and regulations promulgated by any particular signatory country.

Grantor. The word "Grantor" means Wrangler Aviation Corporation, its successors and assigns.

Guarantor. The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note, including all principal and interest, together with all other indebtedness and costs and expenses for which Grantor is responsible under this Agreement or under any of the Related Documents. In addition, the word "Indebtedness" includes all other obligations, debts and liabilities, plus interest thereon, of Grantor, or any one or more of them, to Lender, as well as all claims by Lender against Grantor, or any one or more of them, whether existing now or later; whether they are voluntary or involuntary, due or not due, direct or indirect, absolute or contingent, liquidated or unliquidated; whether Grantor may be liable individually or jointly with others; whether Grantor may be obligated as guarantor, surety, accommodation party or otherwise; whether recovery upon such indebtedness may be or hereafter may become barred by any statute of limitations; and whether such indebtedness may be or hereafter may become otherwise unenforceable.

Lender. The word "Lender" means BancFirst, its successors and assigns.

Note. The word "Note" means the note or credit agreement dated December 11, 1996, in the principal amount of \$800,000.00 from Wrangler Aviation Corporation to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the note or credit agreement. This Note has been delivered to Lender and accepted by Lender in the State of Oklahoma.

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\$ 5.00 06/04/1997

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

RIGHT OF SETOFF. Grantor hereby grants a contractual possessory security interest in and hereby assigns, conveys, delivers, pledges, and transfers all of Grantor's right, title and interest in and to Grantor's accounts with Lender (whether checking, savings, or some other account), including all accounts held jointly with someone else and all accounts Grantor may open in the future, excluding, however, all IRA and Keogh accounts, and all trust accounts for which the grant of a security interest would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or set off all indebtedness against any and all such accounts.

DURATION. This Agreement shall remain in full force and effect until such time as the indebtedness secured hereby, in principle, interest, costs, expenses, attorney's fees and other fees and charges, shall have been paid in full, together with all additional sums that Lender may make on Grantor's behalf and interest thereon as provided herein.

REPRESENTATIONS AND WARRANTIES CONCERNING COLLATERAL. Grantor represents, warrants and covenants to Lender at all times while this Agreement is in effect as follows:

Title. Grantor warrants that Grantor is the lawful owner of the Collateral and holds good and marketable title to the Collateral, free and clear of all Encumbrances except the lien of this Agreement. Grantor is, or concurrent with the completion of the transaction contemplated by this Agreement, shall defend and protect the Collateral against the claims and demands of all other persons. The Collateral is not and will not be registered under the laws of any foreign country, and Grantor is and will remain a citizen of the United States as defined in the Federal Aviation Act of 1958, as amended.

Authority; Binding Effect. Grantor has the full right, power and authority to enter into this Agreement and to grant a security interest in the enforceable in accordance with its terms. The foregoing representations and warranties, and all other representations and warranties contained in this Agreement are and shall be continuing in nature and effect until such time as this Agreement is terminated or cancelled as provided above.

Aircraft and Log Books. Grantor will keep accurate and complete logs, manuals, books, and records relating to the Collateral, and will provide Lender with copies of such reports and information relating to the Collateral as Lender may reasonably require from time to time.

Perfection of Security Interest. Grantor agrees to execute financing statements and to take all other actions requested by Lender to perfect and continue Lender's security interest in the Collateral. In particular, Grantor will perform, or will cause to be performed, upon the request of Lender, each and all of the following:

(a) Record, register and file this Agreement, together with such notices, financing statements or other documents or instruments as Lender may request from time to time to carry out fully the intent of this Agreement, with the FAA in Oklahoma City, Oklahoma, United States of America and other governmental agencies, either concurrent with the delivery and acceptance of the Aircraft or promptly after the execution and delivery of this Agreement.

(b) Furnish to Lender evidence of every such recording, registering, and filing.

(c) Execute and deliver or perform any and all acts and things which may be reasonably requested by Lender with respect to complying with or remaining subject to the Geneva Convention, the laws and regulations of the FAA, and the laws and regulation of any of the various states or countries in which the Aircraft is or may fly over, operate in, or become located in.

Grantor hereby appoints Lender as its irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect or to continue the security interest granted in this Agreement. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantor will reimburse Lender for all expenses for the perfection of the perfection of Lender's security interest in the Collateral. Grantor promptly will notify Lender of any change in Grantor's name including any change to the assumed business names of Grantor. Grantor further agrees to notify Lender in writing prior to any change in address or location of Grantor's principal governing office.

Location and Inspection of Collateral. Except for routine use, Grantor shall not remove the Collateral from its existing location without the prior written consent of Lender. At any reasonable time, on demand by Lender, Grantor shall cause the Collateral (including the logs, books, manuals, and records comprising the Collateral) to be exhibited to Lender (or persons designated by Lender) for purposes of inspection and copying. Grantor shall, whenever requested, advise Lender of the exact location of the Aircraft.

Maintenance, Repairs, Inspections, and Licenses. Grantor, at its expense, shall do, or cause to be done, in a timely manner with respect to the Collateral each and all of the following:

(a) Grantor shall maintain and keep the Collateral in as good condition and repair as it is on the date of this Agreement, ordinary wear and tear excepted.

(b) Grantor shall maintain and keep the Aircraft in good order and repair and in airworthy condition in accordance with the requirements of each of the manufacturers' manuals and mandatory service bulletins and each of the manufacturers' non-mandatory service bulletins which relate to airworthiness.

(c) Grantor shall repair or on the Aircraft, any and all Engines, parts, appliances, instruments or accessories which may be worn out, lost, destroyed or otherwise rendered unfit for use.

(d) Grantor shall cause to be performed, on all parts of the Aircraft, all applicable mandatory Airworthiness Directives, Federal Aviation Regulations, Special Federal Aviation Regulations, and manufacturers' service bulletins relating to airworthiness, the compliance date of which shall occur while this Agreement is in effect.

(e) Grantor shall be responsible for all required inspections of the Aircraft and licensing or re-licensing of the Aircraft in accordance with all applicable FAA and other governmental requirements. Borrower shall at all times cause the Aircraft to have on board and in a conspicuous location a current Certificate of Airworthiness issued by the FAA.

(f) All inspections, maintenance, modifications, repairs, and overhauls of the Aircraft (including those performed on the Engines, the Engines or any components, appliances, accessories, instruments, or equipment) shall be performed by personnel authorized by the FAA to perform such services.

(g) If any Engine, component, appliance, accessory, instrument, equipment or part in permanent replacement of those then installed on the Aircraft, or any other part, is replaced or repaired, the replacement part or parts shall be replaced or repaired in accordance with the requirements of the FAA to perform such services.

(h) In the event Grantor shall be required or permitted to install upon the Aircraft or any Engine, components, appliances, accessories, instruments, engines, equipment or parts in permanent replacement of those then installed on the Aircraft or any Engine, Grantor may do so provided that, in addition to any other requirements of this Agreement:

(i) Lender is not divested of its security interest in and lien upon any item removed from the Aircraft and that no such removed item shall be or become subject to the lien or claim of any person, unless and until such item is replaced by an item of the type and condition required by this Agreement, title to which, upon its being installed or attached to the Aircraft, is validly vested in Grantor, free and clear of all liens and claims, of every kind or nature, of all persons other than Lender;

(ii) Grantor's title to every substituted item shall immediately be and become subject to the security interests and liens of Lender and each of the provisions of this Agreement, and each such item shall remain so encumbered and so subject unless it is, in turn, replaced by a substitute item in the manner permitted in this Agreement; and

(iii) If an item is removed from the Aircraft and replaced in accordance with the requirements of this Agreement, and if the substituted item satisfies the requirements of this Agreement, including the terms and conditions of subsections (h)(1) and (h)(2) above, then the item which is removed shall thereupon be free and clear of the security interests and liens of Lender.

27-3

(i) In the event that any Engine, component, appliance, accessory, instrument, equipment or part is installed upon the Airframe, and is not in substitution for or in replacement of an existing item, such additional item shall be considered as an accession to the Airframe.

Taxes, Assessments and Liens. Grantor will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon this Agreement, upon the note, or upon any of the other Related Documents. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized. If the Collateral is subjected to a lien which is not discharged within fifteen (15) days, Grantor shall deposit with Lender cash, a sufficient corporate surety bond, or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest Grantor shall defend itself and Lender and shall satisfy any final adverse judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Compliance With Governmental Requirements. Grantor shall comply promptly with all laws, ordinances and regulations of the FAA and all other governmental authorities applicable to the use, operation, maintenance, overhauling or condition of the Collateral. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Collateral, in Lender's opinion, is not jeopardized. Without limiting the foregoing, Grantor agrees that at no time during the effectiveness of this Agreement shall the Aircraft be operated in, located in, or relocated to, any jurisdiction, unless the Geneva Convention, together with its necessary enacting rules and regulations (or some comparable treaty and regulations satisfactory to Lender) shall be in effect in such jurisdiction and any notices, financing statements, documents, or instruments necessary or required, in the opinion of Lender, to be filed in such jurisdiction shall have been filed and file stamped copies thereof shall have been furnished to Lender. Notwithstanding the foregoing, at no time shall the Aircraft be operated in or over any area which may expose Lender to any penalty, fine, sanction or other liability, whether civil or criminal, under any applicable law, rule, treaty or convention; nor may the Aircraft be used in any manner which is or may be declared to be illegal and which may thereby render the Collateral liable to confiscation, seizure, detention or destruction.

Maintenance of Casualty Insurance. Grantor shall procure and maintain at all times all risks insurance on the Collateral, including without limitation fire, theft, liability and hull insurance, and such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor shall further provide and maintain, at its sole cost and expense, comprehensive public liability insurance, naming both Grantor and Lender as parties insured, protecting against claims for bodily injury, death and/or property damage arising out of the use, ownership, possession, operation and condition of the Aircraft, and further containing a broad form contractual liability endorsement covering Grantor's obligations to indemnify Lender as provided under this Agreement. Such policies of insurance must also contain a provision, in form and substance acceptable to Lender, prohibiting cancellation or the alteration of such insurance without at least ten (10) days' prior written notice to Lender of such intended cancellation or alteration. Such insurance policies also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Grantor agrees to provide Lender with originals or certified copies of such policies of insurance. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender. In connection with all policies covering assets in which Lender holds or is offered a security interest for the Indebtedness, Grantor will provide Lender with such loss payable or other endorsements as Lender may require. Grantor shall not use or permit the Collateral to be used in any manner or for any purpose excepted from or contrary to the requirements of any insurance policy or policies required to be carried and maintained under this Agreement or for any purpose excepted or exempted from or contrary to the insurance policies, nor shall Grantor do any other act or permit anything to be done which could reasonably be expected to invalidate or limit any such insurance policy or policies.

Application of Insurance Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Collateral in excess of \$1.00, whether or not such casualty or loss is covered by insurance. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Lender shall have the right to receive directly the proceeds of any insurance on the Collateral, including accrued proceeds thereon, and to hold the proceeds as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the Indebtedness, and shall pay the balance to Grantor. Any proceeds which have not been disbursed within six (6) months after their receipt and which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the Indebtedness.

Insurance Reserves. Lender may require Grantor to maintain with Lender reserves for payment of insurance premiums, which reserves shall be created by monthly payments from Grantor of a sum estimated by Lender to be sufficient to produce, at least fifteen (15) days before the premium due date, amounts at least equal to the insurance premiums to be paid. If fifteen (15) days before payment is due, the reserve funds are insufficient, Grantor shall upon demand pay any deficiency to Lender. Subject to applicable laws, the reserve funds shall be held by Lender as a general deposit and shall constitute a non-interest-bearing account which Lender may satisfy by payment of the insurance premiums required to be paid by Grantor as they become due. Lender does not hold the reserve funds in trust for Grantor, and Lender is not the agent of Grantor for payment of the insurance premiums required to be paid by Grantor. The responsibility for the payment of premiums shall remain Grantor's sole responsibility.

Insurance Reports. Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request including the following: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured; (e) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (f) the expiration date of the policy. In addition, Grantor shall upon request (however not more often than annually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

Indemnification. Grantor shall indemnify and hold Lender harmless from and against all liabilities, claims and demands whatsoever arising from any cause, including the doctrine of strict liability, in connection with this Agreement or Lender's rights in the Collateral or in the use, sale, operation or possession of the Collateral.

Prior Encumbrances. To the extent applicable, Grantor shall fully and timely perform any and all of its obligations under any prior Encumbrances affecting the Collateral. Without limiting the foregoing, Grantor shall not commit or permit to exist any breach of or default under any such prior Encumbrances. Grantor shall further promptly notify Lender in writing upon the occurrence of any event or circumstances that would, or that might, result in a breach of or default under any such prior Encumbrance. Grantor shall further not modify or extend any of the terms of any prior Encumbrance or any indebtedness secured thereby, or request or obtain any additional loans or other extensions of credit from any third party creditor or creditors whenever such additional loan advances or other extensions of credit may be directly or indirectly secured, whether by cross-collateralization or otherwise, by the Collateral, or any part or parts thereof, with possible preference and priority over the lien of this Agreement.

Notice of Encumbrances and Events of Default. Grantor shall immediately notify Lender in writing upon the filing of any attachment, lien, judicial process, or claim relating to the Collateral. Grantor additionally agrees to immediately notify Lender in writing upon the occurrence of any Event of Default, or event that with the passage of time, failure to cure, or giving of notice, may result in an Event of Default under any of Grantor's obligations that may be secured by any presently existing or future Encumbrance, or that may result in an Encumbrance affecting the Collateral, or should the Collateral be seized or attached or levied upon, or threatened by seizure or attachment or levy, by any person other than Lender.

PROHIBITIONS REGARDING COLLATERAL. Grantor represents, warrants and covenants to Lender while this Agreement remains in effect as follows:

Transactions Involving Collateral. Grantor shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Agreement, without the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender, and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantor shall immediately deliver any such proceeds to Lender.

No Commercial Use. Grantor shall not, without the prior written consent of Lender, use the Collateral, or permit the Collateral to be used, in Commercial Operations.

No Removal of Parts. Except as permitted or required in the section of this Agreement titled "Maintenance, Repairs, Inspections, and Licenses," Grantor shall not remove or permit the removal of any parts, engines, accessories, avionics or equipment from the Aircraft without replacing the same with comparable parts, engines, accessories, avionics and equipment acceptable to Lender and the Aircraft's manufacturer and insurer.

Future Encumbrances. Grantor shall not, without the prior written consent of Lender, grant any Encumbrance that may affect the Collateral, or any part or parts thereof, nor shall Grantor permit or consent to any Encumbrance attaching to or being filed against the Collateral, or any part or parts thereof, in favor of anyone other than Lender. Grantor shall further promptly pay when due all statements and charges of airport authorities, mechanics, laborers, materialmen, suppliers and others incurred in connection with the use, operation, storage, maintenance and repair of the Aircraft so that no Encumbrance may attach to or be filed against the Aircraft or other Collateral. Grantor additionally agrees to obtain, upon request by Lender, and in form and substance as may then be satisfactory to Lender, appropriate waivers and/or subordinations of any Encumbrances that may affect the Collateral at any time.

GRANTOR'S RIGHT TO POSSESSION. Until default, Grantor shall have the possession and beneficial use of the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents.

EXPENDITURES BY LENDER. If not discharged or paid when due, Lender may (but shall not be obligated to) discharge or pay any amounts required to be discharged or paid by Grantor under this Agreement including without limitation all taxes, security interests, encumbrances, and other claims, at any time levied or placed on the Collateral. Lender also may (but shall not be obligated to) pay all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses shall become a part of the indebtedness and, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of an Event of Default.

Default on Indebtedness. Failure of Grantor to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's or any Grantor's ability to repay the Loans or perform their respective obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Agreement, the Note or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral documents to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Foreclosure Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against the Collateral or any other collateral securing the Indebtedness. This includes a garnishment of any of Grantor's deposit accounts with Lender.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor or any of the Indebtedness or such Guarantor dies or becomes incompetent.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender, in good faith, deems itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under the Oklahoma Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

Accelerate Indebtedness. Lender may declare the entire Indebtedness, including any prepayment penalty which Grantor would be required to pay, immediately due and payable, without notice.

Assembly Collateral. Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Grantor after repossession.

Sell the Collateral. Lender shall have full power to sell, lease, transfer, or otherwise dispose of the Collateral. Unless the Collateral in whole or in part is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor reasonable notice of the time and place of any public sale, or of the time after which any private sale or other disposition is to be made. Notwithstanding any other provision of this Agreement, any requirement of notice for this purpose shall be met if notice is mailed, postage prepaid, to the address of Grantor provided for in this Agreement at least ten (10) days before sale or other disposition or action. Lender shall be entitled to, and Grantor shall be liable for, all reasonable costs and expenditures incurred in realizing on its security interest, including without limitation, all costs, fees for sale, selling costs and reasonable attorneys' fees as set forth in the Note or in this Agreement. All such costs shall be secured by the security interest in the Collateral covered by this Agreement.

Appoint Receiver. To the extent permitted by applicable law, Lender shall have the following rights and remedies regarding the appointment of a receiver: (a) Lender may have a receiver appointed as a matter of right, (b) the receiver may be an employee of Lender and may serve without bond, and (c) all fees of the receiver and his or her attorney shall become part of the Indebtedness secured by this Agreement.

Obtain Deficiency. If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Grantor for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Agreement.

Other Rights and Remedies. Lender shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.

Cumulative Remedies. All of Lender's rights and remedies, whether evidenced by this Agreement or the Related Documents or by any other writing, shall be cumulative and may be exercised singly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and to exercise its remedies.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Applicable Law. This Agreement has been delivered to Lender and accepted by Lender in the State of Oklahoma. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Oklahoma County, State of Oklahoma. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.

Attorneys' Fees; Expenses. Grantor agrees to pay upon demand all of Lender's costs and expenses, including attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may pay someone else to help enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal efforts to modify or vacate any automatic stay or injunction, appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Notices. All notices required to be given under this Agreement shall be given in writing, may be sent by telefacsimile, and shall be effective when actually delivered or when deposited with a nationally recognized overnight courier or deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the address shown above. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. To the extent permitted by applicable law, if there is more than one Grantor, notice to any Grantor will constitute notice to all Grantors. For notice purposes, Grantor will keep Lender informed at all times of Grantor's current address(es).

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

Successor Interests. Subject to the limitations set forth above on transfer of the Collateral, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

Waiver. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AIRCRAFT SECURITY AGREEMENT, AND GRANTOR AGREES TO ITS TERMS. THIS AGREEMENT IS DATED DECEMBER 11, 1996.

GRANTOR:

Wrangler Aviation Corporation

By: 

Joe Davis, President

97 JUN -4 MO:13

CONFIDENTIAL

26-3
Q JAN 31 1997

AFS-751 136
(page 1 of 1)

SEAL
United States of Mexico
Secretary of Communications
and
Transportation

Bureau of Civil Aeronautics.
Bureau of Planning and Review
Department of Aircraft
Registration and Control of
Enterprises.
102.409 (stamp: 014344)

Subject: Cancellation of Registration

Mexico, D.F., (stamp: Dec. 17, 1996)

SERVICIOS AEREOS COORDINADOS, S.A. DE C.V.
PORTON No. 20
COL. COLINAS DEL SUR
C.P. 01430 MEXICO, D.F.

In response to your request of December 13 of this year for cancellation of the nationality markings and registration for the aircraft indicated below, and in virtue of the fact that the same will be exported, this Bureau of Civil Aeronautics, based upon Article 46, section I of the Civil Aviation Law, herewith does **CANCEL** the nationality markings and registration indicated below, given that there is no encumbrance upon the same:

AIRCRAFT MAKE: GULFSTREAM COMMANDER 690C

SERIAL NUMBER: 11680

REGISTRATION: XA-JYM (EXTRA ALFA JULIETA YANQUI METRO)

For the export of said aircraft, this cancellation does not exempt you from the responsibility of obtaining the appropriate applicable permits from other Federal Departments, based upon applicable ordinances.

Cordially,
VALID VOTE. NO REELECTION.
The Department Head.

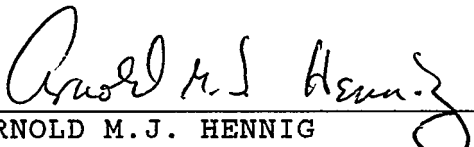
(signature)
ATTY. MA. NELLY GONZALEZ LUNA AÑORVE

(outgoing correspondence stamp, dated Dec. 17, 1996)

Over ...

ATTESTATION:

I certify that this is a complete and correct translation of the attached material.


ARNOLD M.J. HENNIG

29 Jan, 1997



SECRETARÍA DE COMUNICACIONES

Y
TRANSPORTES

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26-1
Forma C.G.-1-A

DIRECCION GENERAL DE AERONAUTICA CIVIL
DIREC. DE PROGRAMACION Y EVALUACION
DEPTO. DE REG. AER. Y CONT. DE EMPRESAS
OFNA. DE CONTROL DE EMPRESAS.-101.409

México, D.F.,

17 DIC. 1996

014344

ASUNTO: CANCELACION DE MATRICULA.

SERVICIOS AEREOS COORDINADOS, S.A. DE C.V.
PORTON No. 20
COL. COLINAS DEL SUR
C.P. 01430 MEXICO, D.F.

AFS-751 136

En atención a su escrito del 13 de Diciembre del año en curso, por el que solicita la cancelación de las marcas de nacionalidad y matrícula de la aeronave que adelante se indica y en virtud de que la misma será exportada, esta Dirección General de Aeronáutica Civil con fundamento en lo dispuesto en el Artículo 46 -- fracción I de la Ley de Aviación Civil, le manifiesta que con esta -- fecha **CANCELA** las marcas de nacionalidad y matrícula que a continuación se mencionan, toda vez que no existe gravamen alguno sobre la misma.

AERONAVE MARCA:	GULFSTREAM COMMANDER 690C
NUMERO DE SERIE:	11680
MATRÍCULA:	XA-JYM (EXTRA ALFA JULIETA YANQUI METRO).

Para la exportación de la aeronave, el presente trámite no le exime de la responsabilidad de recabar las autorizaciones correspondientes de otras Dependencias del Ejecutivo Federal, en base a ordenamientos aplicables.

A T E N T A M E N T E.
SUFRAGIO EFECTIVO. NO REELECCION
EL JEFE DEL DEPARTAMENTO



LIC. MA. NEELY GONZALEZ LUNA AÑORVE.

Vta. . . .

- C.c.p.- Julie A. Stanford.- Federal Aviation Administration, Aeronautical
Center P.O. Box 25082, Oklahoma City, E.U.A.
- C.c.p.- Lic. Mario Mejía Guisar.- Administrador de Auditoria Fiscal.-
Av. Hidalgo 77, Modulo 2, 1er. Piso, Col. Guerrero 03600 México, D.F.
- C.c.p.- Ing. Roberto Kobeh González.- Director General de SENEAM.-Blvd. Puerto
Aéreo No. 485, 15620 México, D.F.
- C.c.p.- Lic. Alfredo Baranda García.-Director de A.S.A., Av. 602 No. 161
Col. San Juan de Aragón, 15620 México, D.F.
- C.c.p.- Ing. Jorge Romero García.- Jefe del Depto. de Inspección Aérea.-Pte.
- C.c.p.- C.P. Eduardo J. Olamendi López.- Subdirector de Aviación General.-Pte.

LIC. MNGLA'RCM'pcs.

76 JAN 24 10:42

CONVEYANCE FILED WITH
F.A.A. REGISTRATION

Q JAN 31 1997 25-3

AFS-751 130
(page 1 of 1)

(partially covered:)

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this document hidden)

Subsecretariate of Transportation
Bureau of Civil Aeronautics.

(stamp: Dec. 17, 1996)
(stamp: 014344)

73125 OKLAHOMA
Destination No. 95 405 95 43 548

This is to confirm cancellation of registration XA-JYM (EXTRA ALFA
JULIETA YANQUI METRO), assigned to the aircraft GULFSTREAM
COMMANDER 690C, serial number 11680.

Eng. Juan Antonio Bargés Mestres.

Eng. Eduardo Piccolo Calvera.

Eng. Celestino Cázares Lazcano.

Atty. Ma. Nelly González Luna Añorve.

(signature)

(signature)

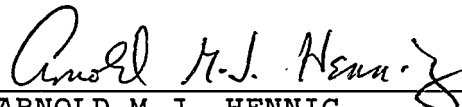
(signature)

(outgoing correspondence stamp dated Dec. 17, 1997)

ATTY. MNGLA'RCM'pcs*

ATTESTATION:

I certify that this is a complete and correct translation of the
attached material.


ARNOLD M.J. HENNIG

29 Jan, 1997

25-2

• • •



SECRETARIA DE COMUNICACIONES
Y TRANSPORTES

SUBSECRETARIA DE TRANSPORTE
DIRECCION GENERAL DE AERONAUTICA CIVIL
102.416

México, D.F.,

17 DIC. 1996
AFS-751

014344

130

JULIE A. STANFORD
MANAGER F.A.A.
OKLAHOMA CITY
73125 OKLAHOMA
No. DESTINO 95 405 95 43 548

Se confirma la Cancelación de la Matrícula: XA-JYM (EXTRA ALFA JULIETA YANQUI METRO) asignada a la aeronave Gulfstream Commander 690C, No. de Serie: 11680.

ING. JUAN ANTONIO BARGES MESTRES.

ING. EDUARDO PICCOLO CALVERA.

ING. CELESTINO CAZARES LAZCANO.

LIC. MA. NELLY GONZALEZ LUNA A.

LIC. MNGLA' RCM' pcs

SECRETARIA DE COMUNICACIONES Y TRANSPORTES
DIRECCION GENERAL DE AERONAUTICA CIVIL
RACE

DIC. 17 1996

OFICINA DE CORRESPONDENCIA
SALIDA

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CONVEYANCE FILED WITH
SALVAGE REGISTRY
JAN 23 10 14 AM '97
OKLAHOMA CITY, OKLA.

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION-MIKE MONRONEY AERONAUTICAL CENTER AIRCRAFT REGISTRATION APPLICATION	
UNITED STATES REGISTRATION NUMBER	N 680WA
AIRCRAFT MANUFACTURER & MODEL Gulfstream Commander 690C	
AIRCRAFT SERIAL No.	11680

CERT. ISSUE DATE

PP DEC 27 1996

FOR FAA USE ONLY

TYPE OF REGISTRATION (Check one box)

- ☐ 1. Individual ☐ 2. Partnership ☒ 3. Corporation ☐ 4. Co-owner ☐ 5. Gov't. ☐ 6. Non-Citizen Corporation

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

Wrangler Aviation

TELEPHONE NUMBER: ()

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: **1700 Lexington**

Rural Route:

P.O. Box:

CITY

STATE

ZIP CODE

Norman

OK

73069

- ☐ **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:

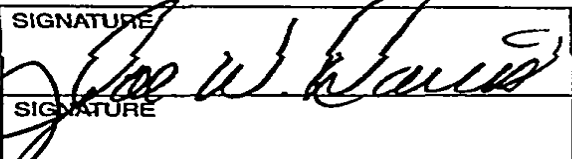
- a. ☐ A resident alien, with alien registration (Form 1-151 or Form 1-551) No. _____
- b. ☐ A non-citizen corporation organized and doing business under the laws of (state) _____ and said aircraft is based and primarily used in the United States. Records or flight hours are available for inspection 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	DATE
		President	12/26/96
	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.

RECEIVED
JAN 17 11 PM '58
OKLAHOMA
AIRPORT
COPY

AIRCRAFT BILL OF SALE

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

UNITED STATES
REGISTRATION NUMBER **N 680WA**

AIRCRAFT MANUFACTURER & MODEL
Gulfstream Commander 690C

AIRCRAFT SERIAL No.

11680

DOES THIS **26th** DAY OF **Dec.** 19 **96**
HEREBY SELL, GRANT, TRANSFER AND
DELIVER ALL RIGHTS, TITLE, AND INTERESTS
IN AND TO SUCH AIRCRAFT UNTO:

CONVEYANCE
RECORDED

EC 27 11 10 23

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

Wrangler Aviation
1700 Lexington
Norman, OK 73069

DEALER CERTIFICATE NUMBER

AND TO **its successors** ~~EXEMPT 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 **26** DAY OF **Dec.** 19 **96**

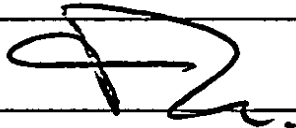
SELLER

NAME (S) OF SELLER
(TYPED OR PRINTED)

SIGNATURE (S)
(IN INK) (IF EXECUTED
FOR CO-OWNERSHIP, ALL MUST
SIGN.)

TITLE
(TYPED OR PRINTED)

Servicios Aereos
Coordinados, S.A.
De C.V.



General Manager

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

963611211192
\$ 5.00 12/26/1996

ORIGINAL: TO FAA

OKLAHOMA CITY
OKLAHOMA
DEC 26 12 11 PM '96

CONVEYANCE
FILED WITH TAA
ALCOHOL REGISTRY

UNITED STATES OF MEXICO

SECRETARIAT OF
COMMUNICATIONS
AND
TRANSPORTATIONGENERAL OFFICE OF CIVIL AERONAUTICS
OFFICE OF PROGRAMMING AND EVALUATION
DEPT. OF AERONAUTICAL REGISTRATION
AND CONTROL OF MARKINGS
OFFICE OF CONTROL OF MARKINGS
101.409 014344

Mexico, D.F., December 17, 1996

SUBJECT: CANCELLATION OF REGISTRATION

COORDINATED AIR SERVICES, LTD.
No. 20 PORTON
COLINAS DEL SUR COLONY
C.P. 01430 MEXICO, D.F.PRIOR RECORD N 7052 J
DEC 26 1996
REINSTATED 680WA

In response to your letter of December 13 of this year, by which you request the cancellation of the nationality marks and registration of the aircraft which is described below, and by virtue of the fact that the same will be exported, this General Office of Civil Aeronautics, based on the dispositions in Article 46 Section I of the Law of Civil Aviation, declares to you that, on this date, it CANCELS the nationality marks and registration which are mentioned in continuation, since no lien exists against the same.

AIRCRAFT MAKE: GULFSTREAM COMMANDER 690C
SERIAL NUMBER: 11680
REGISTRATION: XA-JYM (EXTRA ALPHA JULIET YANKEE METRO)

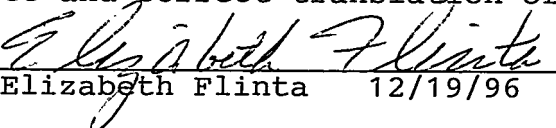
For the export of the aircraft, this procedure does not relieve you of the responsibility of obtaining the corresponding authorizations from other Offices of the Federal Government, based on applicable ordinances.

Here is a stamp which says this material left the Mexican Office of Correspondence on December 17, 1996.

A T T E N T I V E L Y .
THE CHIEF OF THE DEPARTMENT
/signed/
LIC. MA. NELLY GONZALEZ LUNA ANORVE

(over)

I certify that this is a complete and correct translation of the attached material:


Elizabeth Flinta 12/19/96

OKLAHOMA CITY
Dec 26 12 11 PM '33
RECEIVED
FBI
OKLAHOMA



SECRETARIA DE COMUNICACIONES

Y
TRANSPORTES

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22-1
Forma C.G.-1-A

DIRECCION GENERAL DE AERONAUTICA CIVIL
DIREC. DE PROGRAMACION Y EVALUACION
DEPTO. DE REG. AER. Y CONT. DE EMPRESAS
OFNA. DE CONTROL DE EMPRESAS.-101.409

México, D.F.,

17 DIC. 1996 014344

ASUNTO: CANCELACION DE MATRICULA.

SERVICIOS AEREOS COORDINADOS, S.A. DE C.V.
PORTON No. 20
COL. COLINAS DEL SUR
C.P. 01430 MEXICO, D.F.

REINSTATED 680WA

PRIOR RECORD N 7052J

[16] DEC 26 1996

En atención a su escrito del 13 de Diciembre del año en curso, por el que solicita la cancelación de las marcas de nacionalidad y matrícula de la aeronave que adelante se indica y en virtud de que la misma será exportada, esta Dirección General de Aeronáutica Civil con fundamento en lo dispuesto en el Artículo 46 -- fracción I de la Ley de Aviación Civil, le manifiesta que con esta -- fecha **CANCELA** las marcas de nacionalidad y matrícula que a continuación se mencionan, toda vez que no existe gravamen alguno sobre la -- misma.

AERONAVE MARCA:	GULFSTREAM COMMANDER 690C
NUMERO DE SERIE:	11680
MATRICULA:	XA-JYM (EXTRA ALFA JULIETA YANQUI METRO).

Para la exportación de la aeronave, el -- presente trámite no le exime de la responsabilidad de recabar las -- autorizaciones correspondientes de otras Dependencias del Ejecutivo -- Federal, en base a ordenamientos aplicables.

A T E N T A M E N T E.
SUFRAGIO EFECTIVO. NO REELECCION
EL JEFE DEL DEPARTAMENTO

LIC. MA. NELLY GONZALEZ LUNA AÑORVE.

Vta. . . .

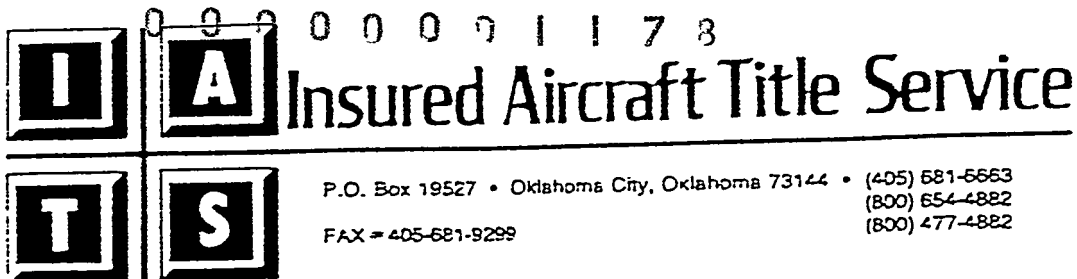


- C.c.p.- Julie A. Stanford.- Federal Aviation Administration, Aeronautical Center P.O. Box 25082, Oklahoma City, E.U.A.
- C.c.p.- Lic. Mario Mejía Guisar, Administrador de Auditoria Fiscal.- Av. Hidalgo 77, Módulo 2, 1er. Piso, Col. Guerrero 03600 México, D.F.
- C.c.p.- Ing. Roberto Kobeh González.- Director General de SENEAM.- Blvd. Puerto Aéreo No. 485, 15620 México, D.F.
- C.c.p.- Lic. Alfredo Baranda García.- Director de A.S.A.- Av. 602 No. 161 Col. San Juan de Aragón, 15620 México, D.F.
- C.c.p.- Ing. Jorge Romero García.- Jefe del Depto. de Inspección Aérea.- Pte.
- C.c.p.- C.P. Eduardo J. Olamendi López.- Subdirector de Aviación General.- Pte.

LIC. MNGLA'RCM'pcs.

95. MAY 11 21 92 320

RECIBIDO



FEDERAL AVIATION ADMINISTRATION
 CENTRAL RECORDS DIVISION
 OKLAHOMA CITY, OKLAHOMA

DATE: December 13, 1996

Gentlemen:

Please reserve N 680WA P in NAME ONLY for: _____

16 DEC 16 1996

Please reserve N 680WA for assignment to the following aircraft:

Import	Gulfstream Commander	690C	11680
Current N#	Make	Model	Serial #

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

Wrangler Aviation

1700 Lexington

Norman, OK 73069

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

Please send the letter of confirmation for the reserved number to Insured Aircraft Title Service in the P.D. Room.

ADDITIONAL INFORMATION: Please assign registration number as soon
as original deregistration is received. Thank you..

Requested by: Leda Franco

963481404384
 \$ 10.00 12/13/1996

CONVY YANOF
FILED WITH FAA
AIRCRAFT REGISTRY
Dec 13 2 04 PM '96
OKLAHOMA CITY
OKLAHOMA

TELEGRAPHIC MESSAGE

NAME OF AGENCY FEDERAL AVIATION ADMINISTRATION AERONAUTICAL CENTER OKLAHOMA CITY OKLAHOMA		PRECEDENCE ACTION: INFO:	PRIORITY	SECURITY CLASSIFICATION UNCLASS
ACCOUNTING CLASSIFICATION		DATE PREPARED July 6, 1990		FILE
FOR INFORMATION CALL				
NAME NORA WALKUP	AVN454	PHONE NUMBER X3116	TYPE OF MESSAGE <input checked="" type="checkbox"/> SINGLE <input type="checkbox"/> BOOK <input type="checkbox"/> MULTIPLE-ADDRESS	

THIS SPACE FOR USE OF COMMUNICATION UNIT

MESSAGE TO BE TRANSMITTED (Use double spacing and all capital letters)

TO:
MMMXYAYX
CIVILAIR
MEXICO 15620 D F MEXICO

THIS CONFIRMS DEREGISTRATION OF N7052J GULFSTREAM AERO CORP
690C SERIAL 11680
FROM THE UNITED STATES CIVIL AIRCRAFT REGISTER
EFFECTIVE 4:00 PM JULY 6 1990
OUR RECORDS SHOW NO UNRELEASED RECORDED LIENS AGAINST
AIRCRAFT.

Conna Jones

JAMES E. HENDERSON
MANAGER
FAA AIRCRAFT REGISTRY AVN-450
FEDERAL AVIATION ADMINISTRATION

CC: Mexico

SECURITY CLASSIFICATION

PAGE NO.

NO. OF PGS.

1

1

DEREGISTRATION OF UNITED STATES CIVIL AIRCRAFT

19-1

Aircraft Registration No. N-7052J	Manufacturer and Model <i>Dullesstream Aero. Corp. 690C</i>	Serial Number 11680
LAST OWNED BY: <i>Heli Star Aviation Services Inc.</i>	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: <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <input type="checkbox"/> Accident <input type="checkbox"/> Totally destroyed or scrapped <input type="checkbox"/> At the request of: <input type="checkbox"/> Registrant <input type="checkbox"/> Owner <input type="checkbox"/> Revocation <input type="checkbox"/> AC Form 8050-73 Action <input type="checkbox"/> Other (Specify) _____ </div> <div style="width: 35%; text-align: right;"> <input checked="" type="checkbox"/> Exported to: <u><i>Mexico</i></u> </div> </div>		
Official approving the cancellation: Name: <i>Conrad Jones</i>		<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> INDEX CHECKED THROUGH: 7-6-90 </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> TIME: <i>4:00 pm</i> </div> <div style="width: 65%;"> DATE: JUL 06 1990 </div> </div>
<div style="display: flex; justify-content: space-between;"> <div style="width: 55%;"> CONFIRM TO: <u><i>Mexico</i></u> FOREIGN MARKINGS: _____ CHARGE INFO. WIRE TO: _____ </div> <div style="width: 40%; text-align: right;"> COPY TO: <input type="checkbox"/> WIRE <input type="checkbox"/> MAIL </div> </div>		
The above registration has been canceled and records adjusted accordingly. Records Clerk:		DATE:

RECEIVED

APR 11 1964



Heli Star

Aviation Services, Inc.

July 3, 1990

VIA FAX: 405 680 3548

Attention: Federal Aviation Administration
Oklahoma City, Oklahoma

Reference: Gulfstream Commander 690C, S/N 11680, N7052J

To Whom It May Concern:

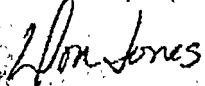
At this time the above referenced aircraft is registered to my company, Heli Star. I have sold this aircraft to a Mexican Corporation, and thus need to de-register the aircraft for export. The new owner information is as follows:

Servicios Aereos Coordinados S.A. de C.V.
Campos Eliseos #363-B
Col. Polanco, ZP 11550 Mexico D.F.

Please start the proceedings of de-registration as quickly as possible. Please notify the Mexican authorities in Mexico City upon completion. Also, would you please send a copy of the Confirmation of De-Registration to Insured Aircraft Title Service to the attention of Kathrine Griffin (fax: 405-681-9299).

I appreciate your attention to this matter.

Sincerely,
HELI STAR AVIATION SERVICES, INC.


Don Jones
President

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17-1

Heli Star

Aviation Services, Inc.

CONVEYANCE
RECORD

JUL 6 4 08 PM '90

FEDERAL AVIATION
ADMINISTRATION

5 July, 1990

FAA Aircraft Registry
6500 South Macarther Blvd.
Room 313
Oklahoma City, Oklahoma 73169

ATTN: EXPORTS/CONNIE JONES

Dear Ms. Jones,

This document is to amend the Bill of Sale dated 26 June, 1990, recorded by the FAA on 28 June, 1990, as conveyance # I45599, regarding aircraft N7052J, Gulfstream 690C, serial number 11680. The Bill of Sale was prepared by Chemical Bank of New Jersey and in that preparation the form, the name of the purchaser was incorrectly shown to be Heli Star, Inc. when the correct name of the purchaser is Heli Star Aviation Services, Inc.

I have enclosed \$5.00 for the recording fee of this Amendment to the Bill of Sale and would appreciate your cooperation in the resolution of the incorrect name on the Bill of Sale from Chemical Bank.

Thank you for your attention in this matter. Please don't hesitate to call if I can be of any further service.

Regards,

Larry D. Stone, Secretary/Treasurer
Heli Star Aviation Services, Inc.



RECORD CD 5.00
1270 001 7/ 6/90

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
Jul 6 11 26 AM '90
OKLAHOMA CITY
OKLAHOMA

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

CERT. ISSUE DATE

UNITED STATES
REGISTRATION NUMBER **N 7052J**
AIRCRAFT MANUFACTURER & MODEL
Gulfstream Commander 690C
AIRCRAFT SERIAL No.
11680

1062890
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.)

Heli Star, Inc.

TELEPHONE NUMBER: () -

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street **4570 Claire Chenault**

Rural Route:

P.O. Box:

CITY

STATE

ZIP CODE

Dallas

Texas

75248

☐ **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	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.

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
JUN 26 11 31 AM '90
OKLAHOMA

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 DES-
CRIBED AS FOLLOWS:

UNITED STATES
REGISTRATION NUMBER **N-7052J**

AIRCRAFT MANUFACTURER & MODEL
Gulfstream Commander 690C

AIRCRAFT SERIAL No.
11680

DOES THIS **26** DAY OF **June** 19 **90**
HEREBY SELL, GRANT, TRANSFER AND
DELIVER ALL RIGHTS, TITLE, AND INTERESTS
IN AND TO SUCH AIRCRAFT UNTO:

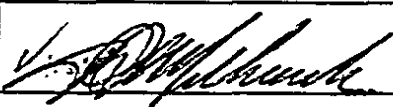
NAME AND ADDRESS
(IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL.)

Helistar, 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)
	Chemical Bank New Jersey, National Association		Vice Pres.

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

REGSTR CD 5.00
6228 001 6/26/90

ORIGINAL: TO FAA

15-1
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CONVEYANCE
RECORDED

JUN 28 1 06 PM '90

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

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200 1000

20 100

100 100

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
JUN 26 11 31 AM '90
OKLAHOMA CITY
OKLAHOMA

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

FORM APPROVED
OMB NO. 2120-0043
EXP. DATE 6/30/84

SEE RECORDED
CONVEYANCE
NUMBER AA41146 ETAL
FICHE # PAGE #

14-1

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

Mavax, Ltd.

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE

Chemical Bank New Jersey, N.A.
334 Madison Avenue
Morristown, NJ 07960

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

N-7052J

11680

Gulfstream Commander 690C

ENGINE MFR. and MODEL

ENGINE SERIAL NUMBER(S)

PROPELLER MFR. and MODEL

PROPELLER SERIAL NUMBER(S)

THE SECURITY CONVEYANCE DATED 5/17/89

COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REGISTRY ON 5/31/89 AS CONVEYANCE NUMBER AA41146

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: June 26, 1990

Chemical Bank New Jersey, N.A.

(Name of security holder)

SIGNATURE (in ink)

Regina Parlock

TITLE Regina Parlock, Corp. Banking Officer

ACKNOWLEDGEMENT (If Required By
Applicable Local Law):

(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)

1 4 8 2 3 3

6/27/90
10:00 AM

6/27/90

6/27/90

CONVEYANCE
FILED WITH FAA
BOEING REGISTRY
JUN 26 11 31 AM '90
OKLAHOMA CITY
OKLAHOMA

13-1

JUN 26 THU 12:27 000000001088 SPECIAL SVC P. 02

000000001088

116190

BB JUN 26 '90

CONVEYANCE
RECORDED

JUN 26 1 58 PM '90

FEDERAL AVIATION
ADMINISTRATION

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

FORM APPROVED
OMB NO. 169

THIS FORM SERVES TWO PURPOSES
It contains the recording of a security conveyance covering the aircraft, and
It contains the form of release which may be used to release the collateral from

ADVANCE RECORDATION NOTICE

DEBITOR

Max Ltd.

NAME OF SECURED PARTY ASSIGNEE

Aviation, Inc.

Box 8157

Clearwater, FL 33310

Do Not Write In This Block
FOR FAA USE ONLY

AIRCRAFT MFR. BUILD NO. CODE

FAA NUMBER

11680

Gulfstream Commander 690C

FAA MODEL

ENGINE SERIAL NUMBER(S)

FAA MODEL

PROPELLER SERIAL NUMBER(S)

SEE RECORDED

CONVEYANCE

NUMBER J63345

FICHE #/ PAGE #

Claim of Lien

THIS ~~XXXXXXXXXXXX~~ DATED 11-30-89 COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REG.
ON 1-5-90 AS CONVEYANCE NUMBER J63345

FAA CONVEYANCE EXAMINER

PART II - RELEASE - (This suggested release form may be executed by the secured party and returned to the FAA Aircraft Reg. 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 intended to be a suggested form of release, which meets the recording requirements of the Federal Aviation Regulations, 14 CFR 121.103, and the regulations issued thereunder. In the event these requirements, the form used by the secured party should be drafted in accordance with the provisions of local statutes and other applicable federal rules. 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:

Aviation, Inc.

(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)

AC Form 8050-41 (1-76) (0052-00-543-9001)

W. T. W.

NOTARY PUBLIC - STATE OF FLORIDA
MY COMMISSION EXP. OCT. 28, 1993
BONDED THRU GENERAL INS. UND.

SEAL

SEAL

0 0 0

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
JUN 22 1 55 PM '90
OKLAHOMA CITY
OKLAHOMA



A 05 149 0

FOR FAA USE ONLY

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
MAY 8 8 01 AM '90
OKLAHOMA CITY
SUBMITTED BY I.A.T.S.

0 0 0 0 0 0 0 0 2 8
CERTIFICATE OF REPOSSESSION OF ENCUMBERED AIRCRAFT

11-1
H 7 0 0 4 4

SEE RECORDED
CONVEYANCE
NUMBER AA 41146
FICHE # PAGE #

CONVEYANCE
RECORDED

MAY 14 1 23 PM '90

The undersigned hereby certifies that he is the true and lawful holder of a note or other evidence of indebtedness secured by a Security Agreement on the following described aircraft:
(TYPE OF FINANCING AGREEMENT)

Aircraft make and model Gulfstream 690C

Aircraft serial number 11680

FAA registration number N-7052J

Said financing agreement on the above aircraft bears the date of May 17, 1989 and was executed by Mavax Ltd. to

and assigned to and is in the principal amount of \$660,000.00. This financing agreement was recorded under Section 503 of the Federal Aviation Act of 1958, on the 31 day of May, 1989, and was entered in the Agency record of conveyances as document no. AA41146.

(If the financing agreement involved was not recorded with the Federal Aviation Agency, an original or, if allowed in FAR §§49.21 or 49.33(c), a true copy thereof.)

On the 31 day of August, 1989, the aforesaid Mavax Ltd. breached the obligations and promises contained in the financing agreement and the promissory note secured thereby. The undersigned certifies that he has performed all obligations imposed upon him by the terms of the financing agreement and all local laws; that in accordance with the terms of said financing agreement, and pursuant to the pertinent laws of the State of New Jersey, the undersigned repossessed the aircraft described above on the 4th day of May, 1990, and that by virtue of such act of repossession he divested the said Mavax Ltd. and any and all persons claiming by, through or under him, of any and all claims they had or may have had, and now holds title to the aforesaid aircraft, free and clear of all rights and claims of any persons whatsoever, as fully as if he had foreclosed in a court of law or equity.

CHEMICAL BANK NEW JERSEY, NATIONAL ASSOCIATION
NAME OF HOLDER OF ENCUMBRANCE

Regina Parlock
SIGNATURE

Regina Parlock, Corporate Banking Officer
TITLE

ACKNOWLEDGMENT (Not required for purposes of FAA recording; however, may be required by local law for validity of the instrument.)

RECORD CD 5.00
1867 001 5/ 8/90

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
MAY 8 8 01 AM '90
OKLAHOMA CITY SUBMITTED BY L.A.T.S.
OKLAHOMA

00000002075

J 6 3 3 4 5 10-1

CLAIM OF LIEN

Nov 30 1989
CONVEYANCE
RECEIVED

The undersigned hereby claims a lien for labor, material, filing fees, interest, and storage, MISC EXP., pertaining to U.S. Registration Number N 7052J, serial number 11682, make and model Boeing Stearman Commander 840. To support the validity of this claim, the following information is provided:

1. The specific law of State, Possession, Puerto Rico or district of Columbia under which the lien is claimed is _____

Florida

2. The pertinent law does/does not require possession of the aircraft for lien retention.

Lien claimant is is not in possession of the aircraft

3. Work was authorized by MAVAX LTD (name), FRANK E. FRANSIAK (title) on behalf of PRESIDENT (name of owner), on _____ (date work authorized)

Date labor, service or material was last furnished: Nov 30, 1989

Lien claimant has/has not complied with time limitation on filing of claim.

4. The debtor was the owner of the aircraft when the debt was incurred as shown on Federal Aviation Administration YES X NO _____

5. Lien is claimed in the amount of \$ 413,334.03

WALTER K. Schumacher
PRESIDENT

SPYREC Aviation, Inc.

P.O. DRAWER 8157

Fort Lauderdale, FLA

Walter K. Schumacher

RECEIVED
FEDERAL AVIATION
ADMINISTRATION

Witness

I certify this to be a true and correct copy of the original document.
AERO RECORDS & TITLE CO.

By: Lori Crowell

33310

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP: OCT. 28, 1993
BONDED THRU GENERAL INS. UND.

Orig. att. to ARTC

COOPER PLACE
FILED WITH FAA
AIRCRAFT REGISTRY
JUN 3 3 34 PM '90
OKLAHOMA CITY
OKLAHOMA

Borrower (name) MAVAX LTD. Date May 17, 19 89
(address) 810 S. Battlefield Blvd., Chesapeake, VA 23320
(herein called "Borrower") and CHEMICAL BANK NEW JERSEY N.A., 334 Madison Avenue, Morristown, New Jersey (herein called the "Bank").

Borrower hereby grants to Bank a security interest in (i) that certain aircraft described as follows: FEDERAL AVIATION
Civil Aeronautics Registration No. N-7052J Make of Aircraft Guilford American
Model 690C Type N/A Serial No. 11680
Make of Engine(s) N/A Model N/A Mfr. Serial No(s) N/A

Now or to be permanently based at Norfolk, VA
together with all present and future accessories, equipment, parts, appliances and replacements, or additions to the aircraft and (ii) any other aircraft in which the Borrower has an interest and which has been financed in part or in whole by the Bank, all of which are hereafter called the "collateral" as security for the payment by Borrower to Bank of the sum of \$ _____ plus interest thereon, according to the terms of Borrower's Note to Bank, and all renewals and extensions thereof, and as security for (a) the repayment of any other indebtedness or obligation of Borrower to Bank including additional advances under the Note; and (b) the repayment by Borrower to Bank of all sums with interest at the rate specified in the Note which Bank may advance or expend (i) for the care, maintenance or preservation of the collateral; or (ii) for the release of, satisfaction or discharge of charges, liens or encumbrances on or penalties against the collateral, or for the release of said collateral from impoundment or seizure; or (iii) for any costs of recovery (including transportation) of said collateral; or (iv) for any repair, maintenance, inspection, modification, substitution of, or addition to, the collateral necessary to comply with all regulations, orders, instructions and bulletins affecting the collateral issued from time to time by the Federal Aviation Agency, the Federal Communications Commission and any other government agency; (c) the faithful performance of every obligation of Borrower hereunder; (d) such reasonable attorneys' fees as Bank may incur in exercising any right, power or privilege hereunder.

Borrower hereby represents, warrants and agrees as follows:

1. That he is a citizen of the United States and is the sole legal and beneficial owner of said collateral, and that there are no charges, liens, encumbrances or other claims against said collateral; that the collateral is registered to Borrower under a valid Registration Certificate issued by the Federal Aviation Agency and bears a current Airworthiness Certificate, and that if said collateral is not so registered that Borrower will forthwith properly register said collateral and obtain a valid Registration Certificate and Airworthiness Certificate issued by the Federal Aviation Agency showing Borrower as the registered owner.
2. Said collateral will not be used in violation of the Federal Aviation Act of 1958 or any present or future regulations thereunder, and will not be used in violation of any other law, ordinance or regulation, and will not be operated in excess of its placarded limitations, or while in an unairworthy condition, or by any person not properly certificated and qualified or by any person acting in violation of the limitations of his Federal Aviation Agency Pilot Certificate or Medical Certificate.

Borrower will not assign or otherwise encumber or dispose of said collateral.

4. Borrower will promptly pay, satisfy, discharge and release all liens, charges, encumbrances, or other claims against the collateral and will promptly pay all taxes levied or assessed thereon.
5. Borrower shall at all times keep the collateral airworthy under a current Airworthiness Certificate, and in good condition and repair, and shall keep the same hangared in a suitable shelter and will at all times comply with all regulations, instructions, orders and bulletins issued by the Federal Aviation Agency, the Federal Communications Commission, and any other governing agency affecting said collateral, and will maintain said collateral in compliance with its Airworthiness Certificate and will comply with and make, or cause to be made, all necessary periodic inspections, repairs and maintenance necessary therefor, and will keep the Aircraft Log and Engine(s) Log current, provided however, that Borrower shall not incur any bills, costs or other charges for the above purposes or any other purpose whatsoever in excess of the sum of Two Hundred Fifty and no/100 Dollars (\$250.00), without the written consent of Bank.
6. Borrower will not remove the collateral from within the continental limits of the United States without the written consent of Bank.
7. Borrower agrees to exhibit said collateral to Bank upon demand and to immediately report to Bank any accident or damage to said collateral, and any damage to any person or property caused by said collateral.
8. Borrower will keep said collateral insured with a company or companies acceptable to Bank against such risks, and in such amounts, as may be required by Bank, including (but not being limited to) the following insurance coverage: (i) all risk on the ground and in-flight hull coverage in an amount not less than the hull value set by the Bank, together with (at the option of the Bank) either an Aircraft Loss Payable Endorsement or a Vendor's Single Interest Endorsement to said policy; (ii) breach of warranty coverage in an amount not less than the amount of Borrower's Note; (iii) real and personal property liability coverage; (iv) personal liability coverage; and (v) passenger liability coverage; said policies and endorsements thereto to be in the possession of Bank. Borrower will promptly pay, when due, all premiums on said policy or policies.
9. Borrower agrees that within 45 days of the end of his fiscal year to provide Bank with financial statements including a balance sheet as of the end of such fiscal year and a statement of income and expense for the fiscal year in such form and in such detail as the Bank may request.

3:40 PM 1053

5.00 REC
0 255 A 05/23/89

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10. Should Borrower fail or refuse to perform any of his obligations hereunder Bank may, without demand or notice upon Borrower, pay, satisfy and discharge the same for the account of Borrower; and should the Bank make any advance for the account of the Borrower or expend any money for insurance or for the protection or preservation of said collateral, or for any collection costs, any such advance or expenditure shall be secured by this security agreement, and such advance or expenditure shall be paid with the next installment due hereunder, together with interest.
11. Should the Borrower:
- (i) be in default in the payment of any amount under the terms hereof or of any obligation secured by this security agreement, that may be due or become due,
 - (ii) fail to perform or abide by any of the conditions or covenants contained in this security agreement,
 - (iii) have given to Bank a statement of his financial condition false in any material respect.
 - (iv) die, become insolvent, make an assignment for the benefit of creditors, or be the subject of any bankruptcy, reorganization, arrangement, insolvency, receivership, liquidation or dissolution proceedings.
 - (v) abandon the collateral,
or if Bank otherwise deems itself insecure,
or if the collateral be attached, levied upon, seized, or subjected to any other legal process,
or if the collateral shall substantially decrease in value,

then all sums due or owing from the Borrower to the Bank and secured by this security agreement shall, at the election of the Bank and without notice become immediately due and payable, and the Bank may, at its election, without notice, either proceed to foreclose this security agreement by suit, or proceed to take possession of said collateral and sell and dispose of the collateral or any part thereof, at public or private sale, without notice, and the Bank may be the purchaser at any such sale, and may thereafter hold and dispose of the purchased collateral free and clear of any right or equity of redemption. Borrower waives all demands of performance and notice of sale and presence of the collateral at any sale held hereunder, and in conducting any such sale, the Bank may act through an agent or any of its officers. From the proceeds of such sale, the Bank shall pay the costs of storage and care of said collateral, costs of sale, all collection costs, interest thereon, and all attorneys' fees actually incurred in the taking of possession and sale of said collateral, and the remainder shall be applied upon the unpaid balance of the obligations secured by this security agreement, and the Borrower agrees to pay to the Bank forthwith any deficiency that may exist between the net amount received from the sale and the gross amount of all unpaid obligations secured hereby and, in the event the net proceeds received from such sale exceed such gross amount, the Bank agrees upon demand to pay the surplus to the Borrower without interest.

12. Any notice upon the Borrower or Bank may be made by registered mail, postage prepaid, directed to the Borrower at his last known address, or to the Bank at the address shown above.
13. It is agreed that the taking of any action by the Bank shall not be deemed to be an election of that action, but rather the rights and privileges and options granted to the Bank under the terms of this security agreement shall be deemed cumulative, not alternative.
14. No waiver by the Bank of any breach or default of or by the Borrower under the terms of this security agreement shall be deemed a waiver of any breach or default thereafter occurring, and this agreement shall bind and inure to the benefit of the parties hereto and their respective executors, administrators, heirs, successors and assigns.
15. This security agreement shall be governed by the law of New Jersey.

If this instrument is executed by more than one person as Borrower, the term "Borrower" shall include all such persons, and each and every promise and obligation herein set forth shall be joint and several.

MAVAX LTD. BY: Chemical Bank New Jersey,
National Association
(atty-in-fact)

[Signature]
Borrower Robert T. Milkowski, Vice Pres.
Chemical Bank New Jersey, National Association

[Signature]
Regina Parlock, Corp. Banking Officer

ABL-015 (Rev. 4 89)

SUBMITTED BY I.A.T.S.

OKLAHOMA CITY
MAY 22 3 32 PM '89
FILED WITH FAA
AIRCRAFT REGISTRY
CONVEYANCE

DEPARTMENT OF
FEDERAL AVIATION

TRANSPORTATION
REGISTRATION

FORM 750-1000
OCT 1983

AA41145

8-1

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

Mawax, Ltd.

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE

Chase Commercial Corporation
Chase Aircraft Finance Company division

NAME OF SECURED PARTY'S ASSIGNOR (if assigned)

CONVEYANCE
RECORDED

MAY 31 3 57 PM '89

FEDERAL AVIATION
ADMINISTRATION

Do Not Write In This Block
FOR FAA USE ONLY

FAA REGISTRATION
NUMBER

AIRCRAFT
SERIAL NUMBER

AIRCRAFT MFR. (BUILDER) and MODEL

70525

11680

Gulfstream 690

ENGINE MFR. and MODEL

ENGINE SERIAL NUMBER(S)

PROPELLER MFR. and MODEL

PROPELLER SERIAL NUMBER(S)

THE SECURITY CONVEYANCE DATED *12-22-88* COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REGISTRY ON *1-5-89* AS CONVEYANCE NUMBER *J57295*

C. Jones
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.

ACKNOWLEDGEMENT (If Required By
Applicable Local Law):

DATE OF RELEASE: *May 16, 1989*

Chase Commercial Corporation

(Name of security holder)

SIGNATURE (in ink) *J. C. Smell*

2nd Vice President

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).

CHASE AIRCRAFT
FINANCE COMPANY

JAN 17 1989

RECEIVED

SUBMITTED BY I.A.T.S.

COVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
May 22 3 32 PM '89
OKLAHOMA CITY
OKLAHOMA

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

FORM APPROVED
OMB NO. 2120-0043
EXP. DATE 6/30/84

7-1

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

Marax Ltd.

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE

CESSNA FINANCE CORPORATION

NAME OF SECURED PARTY'S ASSIGNOR (if assigned)

670937

CONVEYANCE
RECORDED

JAN 13 12 41 PM '89

FEDERAL AVIATION
ADMINISTRATION

Do Not Write In This Block
FOR FAA USE ONLY

FAA REGISTRA-
TION NUMBER

70525

AIRCRAFT
SERIAL NUMBER

11680

AIRCRAFT MFR. (BUILDER) and MODEL

Gulfstream Am Corp Comm Div
690C

ENGINE MFR. and MODEL

ENGINE SERIAL NUMBER(S)

PROPELLER MFR. and MODEL

PROPELLER SERIAL NUMBER(S)

SEE RECORDED
CONVEYANCE
NUMBER 730861
FICHE # --- PAGE # ---

THE SECURITY CONVEYANCE DATED 12-16-88 COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REG-
ISTRY ON 12-21-88 AS CONVEYANCE NUMBER 730861

B. B. Bennett
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: DEC 29 1988

CESSNA FINANCE CORPORATION

(Name of security holder)

SIGNATURE (in ink)

TITLE Assistant Secretary

(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):

DEC 27 1988

CONVEYANCE
FILED WITH FAA
AIRCRAFT
JAN 3 10 35 AM '89
OKLAHOMA

SECURITY AGREEMENT

Security Agreement dated December 22, 1988 between 000000002005

J 5 7 2 9 5 6-3

CHASE AIRCRAFT FINANCE COMPANY,
a division of
CHASE COMMERCIAL CORPORATION
P. O. Box 19246
Charlotte, NC 28219

SEE RECORDED
CONVEYANCE
NUMBER AA 41145
FIGHE # ----- PAGE # -----

Borrower(s) Name & Address

Mavax, LTD
P. O. Box 13337
Chesapeake, VA 23325

CONVEYANCE
RECORDED
JAN 5 3 51 PM '89

each of whom, if more than one, shall be jointly and severally liable for the obligations hereunder (collectively referred to herein as the "Borrower"), on the terms and conditions set forth below.

1. **Loan and Repayment.** Upon the execution and delivery to Chase Aircraft Finance Company, a division of Chase Commercial Corporation ("CHASE") of this Security Agreement by Borrower, the acceptance thereof by CHASE, and upon the completion by Borrower of all other pre-loan requirements imposed by CHASE, CHASE will make a loan to Borrower secured by the Aircraft described below in Paragraph 2 subject to the terms and conditions set forth herein and in that certain Promissory Note issued pursuant to this Agreement (the "Note"). Borrower hereby authorizes CHASE to pay or credit the proceeds of the loan referred to above to Cessna Finance Corporation & Skytel Aviation, Inc. or Agents

2. **Security Interest.** Borrower hereby grants to CHASE a security interest in the following described aircraft, together with all engines, avionics, accessories, installations, parts, equipment, records and logbooks now or hereafter used in connection therewith, and all attachments, substitutions, replacements and additions and the proceeds from all the foregoing, including insurance proceeds (hereinafter referred to as the "Aircraft"), under the Uniform Commercial Code, to-wit:

MANUFACTURER OF AIRCRAFT Gulfstream Commander		YEAR 1981
MODEL NO. 840 (690C)	SERIAL NO. 11680	F.A.A. REGISTRATION NO. N7052J
AVIONICS AND ACCESSORIES DESCRIPTION: KING GOLD CROWN: 2-905 COMMS; 2-634 NAVS; 2-806 ADF; 1-756 TRANSPONDER; 1-706 DME; 1-KFC 300 AP/ED; 1-AAR 3137 RMI w/Dual needles; 2 Audio Panels, Bendix 1100 Color Radar, Collins: ALT 55 R.Altimeter; PN-101 HSI for CP.		

in order to secure the payment in full of Borrower's indebtedness under the Note and the prompt and faithful performance of all other covenants, agreements and obligations of Borrower set forth herein and also to secure each and every other obligation Borrower owes CHASE whether now existing or hereafter arising.


3. **Warranties, Representations and Covenants.** To induce CHASE to enter into this Agreement and to make the loan hereunder, Borrower covenants, warrants and represents to CHASE that:

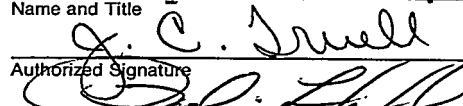
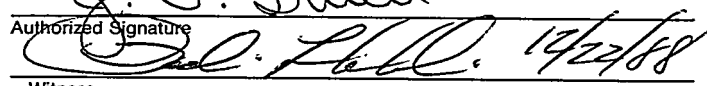
(a) The home airport and base location of the Aircraft shall be at Ft. Lauderdale Executive Airport, City of Ft. Lauderdale, State of Florida, which home airport shall not be changed without the prior written consent of CHASE, Borrower will immediately notify CHASE in writing of any change in Borrower's address and, furthermore, the Aircraft shall not be removed from the continental United States without the prior written consent of CHASE;

(b) The Aircraft will be used primarily for (check one): ☐ business or commercial (other than agricultural), ☐ agricultural, ☐ personal, family or household, or ☒ resale purposes and in the manner expressly permitted under the policies of insurance from time to time in effect;

THE TERMS AND CONDITIONS ON THE FOLLOWING PAGES ARE ALSO PART OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to become duly executed as of the day and year first above written.

CHASE AIRCRAFT FINANCE COMPANY
a division of Chase Commercial Corporation
Thomas D. Harvell, President
Name and Title

Authorized Signature

Borrower **Mavax, LTD.**
BY: Chase Commercial Corporation its Attorney
in Fact by: J. C. Truell, 2nd Vice President
Name and Title

Authorized Signature

Witness Date

Borrower

Name and Title

Authorized Signature

Witness Date

Borrower

Name and Title

Authorized Signature

Witness Date

(i) Upon the request of CHASE, Borrower will, after having made default hereunder, assemble the Aircraft and make it available to CHASE at such place as CHASE may designate; and

(k) Borrower agrees to furnish CHASE at CHASE's request, from time to time, a copy of the financial statements of Borrower. All financial statements and information relating to Borrower now or hereafter submitted by Borrower are and will be complete, true and correct;

(l) Borrower shall furnish any information in respect of Borrower, the Aircraft, or its use that CHASE may request. CHASE may, for the purpose of inspection, at all reasonable times enter any place where the Aircraft may be located and remain in the Aircraft during any one or more flights of the Aircraft, whether operated by CHASE or otherwise;

(i) During the term of this Agreement, Borrower will maintain records relating to the Aircraft in accordance with the rules and regulations of the FAA and will from time to time make such records available for inspection by CHASE or its duly authorized agent. In the event of a default under this Agreement, Borrower will deliver to CHASE any and all manuals, logs, or books requested by CHASE and a current FAA certificate of air-worthiness for the Aircraft;

(h) The Aircraft is not and will not be registered under the laws of any foreign country;

(g) Borrower is the absolute and sole owner of the Aircraft, there are no other security interests, liens or encumbrances on the Aircraft, and when this security interest is recorded as provided by law it will be a first priority security interest in the Aircraft. Borrower shall not sell, loan, lease, assign, transfer, convey, or alienate the Aircraft, or any interest therein, or any part thereof, without the prior written consent of CHASE. Borrower will not suffer or permit any mortgage, lien, security interest, encumbrance or charge of any character upon or against the Aircraft, except the security interest granted herein to CHASE, and will undertake any and all actions which CHASE may request in order to preserve and protect its interest in the Aircraft, the Note or this Agreement including, but not limited to, the payment of all taxes and fees which may be imposed upon or levied against the Aircraft, the Note or this Agreement (including, without limitation, use, documentary stamp and airport taxes, and licensing, recording and registration fees) and the furnishing of any and all documents and/or instruments requested by CHASE;

(f) Borrower will, at its own expense, maintain and keep the Aircraft in an air-worthy condition and all components thereof and the equipment installed therein in good order and repair, particularly in accordance with, but not limited to, the maintenance requirements of the Federal Aviation Administration, its successors and/or any governmental authority (hereinafter "FAA") and the manufacturers of the Aircraft and of any such component or equipment. Borrower will, within a reasonable time, at its own expense, replace in or on the Aircraft and its components and equipment, any and all such parts, equipment, appliances, instruments or accessories which may be worn out, lost, destroyed, confiscated, or otherwise rendered unfit for use and beyond repair, so that each of such items shall be in good operating condition and shall have the value and utility at least equal to that of the property replaced. All inspections, repairs, modifications, maintenance and overhaul work to be accomplished by Borrower shall be performed at Borrower's expense by personnel duly licensed to perform such work and shall be in accordance with the standards required by the FAA and other governmental regulations. Borrower shall also comply with all FAA air-worthiness directives. Except as provided herein, Borrower shall not make any alterations, modifications or improvements to the Aircraft without the prior written consent of CHASE;

(e) The Aircraft will at all times be used in accordance with the laws, rules, regulations and ordinances of the United States, the several states and municipalities thereof, and any other sovereign jurisdictions in which the Aircraft may be used;

(d) Borrower will, at its own expense, keep the Aircraft at all times insured against risk of loss or damage by collision, fire, theft and such other casualties or such other insurance as CHASE may require; all in such amounts, under such forms of policies, upon such terms, for such periods and written by such companies or underwriters as are acceptable to CHASE, with losses to be first payable to CHASE as its interest may appear. Such policy or policies, with premium receipts therefor, shall be delivered to CHASE. Borrower hereby assigns to CHASE the proceeds of all such insurance, directs the insurer to make payment of any losses directly to CHASE and hereby appoints CHASE, irrevocably, as attorney-in-fact to endorse any draft, check or other form of payment made by the insurer and, at the option of CHASE, to be applied against any indebtedness owed CHASE by Borrower, whether or not due, or to the restoration or repair of the Aircraft. All such policies of insurance shall include a breach of warranty endorsement in favor of CHASE and shall provide for at least thirty (30) days prior written notice of cancellation to CHASE. The Aircraft will be operated at all times by a then currently certified pilot having the minimum total pilot hours, the licenses and the certificate required by such insurance;

(c) All equipment, accessories, parts and replacements for or which are added to or become attached to the Aircraft shall immediately be deemed incorporated into the Aircraft and subject to the terms of this Agreement, and CHASE shall have a first and prior security interest in such equipment.

6-1

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(m) Borrower has duly authorized the execution, delivery and performance of this Agreement and all other agreements, instruments and documents heretofore, now or hereafter executed by Borrower and delivered to CHASE; this Agreement and all such other agreements, instruments and documents constitute and will constitute valid and binding obligations of Borrower enforceable in accordance with their terms; Borrower's execution, delivery and performance of this Agreement and all such other agreements, instruments and documents will not violate any law or regulation, Borrower's corporate charter or by-laws nor constitute a default under any agreement to which Borrower is now or hereafter a party.

These covenants, representations and warranties shall survive the day on which they are made and shall continue in effect indefinitely thereafter and are cumulative and in addition to those implied by law.

4. Late Charges. Borrower agrees to pay to CHASE a late charge in an amount equal to six percent (6%) per month of any payment not received by CHASE before the tenth day following the due date of such payment, but not in excess of the maximum amount permitted by law.

5. CHASE's Right to Perform Obligations of Borrower. In the event Borrower fails to repair, maintain and preserve the Aircraft; to discharge all taxes, liens, security interests, encumbrances or charges at any time imposed upon or levied against the Aircraft, the Note or this Agreement; to procure, maintain and pay for insurance on the Aircraft, or to comply with any other term, covenant, representation, warranty, obligation or agreement provided herein, CHASE at its option, may (but shall not be obliged to) do so, and all such advances by CHASE shall be payable by Borrower to CHASE upon demand together with interest thereon from the date of such advance until paid at the greater of 18% per annum or the rate stated in the Note, but not in excess of the highest rate allowed by law.

6. Agent and Attorney-in-Fact. Borrower appoints CHASE its agent and attorney-in-fact, and authorizes CHASE to act in Borrower's behalf in (1) completing this Agreement, the Note and any other documents executed in connection herewith by filling in any blank spaces including the date; (2) making, adjusting and settling claims under any policy insuring the Aircraft; (3) placing and paying for insurance on the Aircraft as required by this Agreement if CHASE in CHASE's discretion desires to do so or if Borrower fails to provide satisfactory insurance in accordance with Paragraph 3 above; (4) discharging taxes, liens, security interests or other encumbrances at any time levied or placed on the Aircraft, the Note or this Agreement; (5) ordering and paying for the repair, maintenance or preservation of the Aircraft; and (6) paying the necessary filing or recording fees; and in executing any financing statements (or their equivalent), including amendments thereto, which CHASE deems necessary to perfect its security interest in the Aircraft. Borrower will reimburse CHASE upon demand for any payment made and expense incurred pursuant to this authorization, together with interest thereon, as provided in paragraph 5, above.

7. Indemnification. Borrower will at all times be liable to indemnify and save harmless CHASE from and against any and all claims and liabilities on account of death, bodily injury or property damage resulting from the use or ownership of the Aircraft.

8. Risk of Loss; No Warranty by CHASE. Borrower agrees that the Aircraft shall be at Borrower's risk of loss. No defect in, unfitness of, or inability of Borrower to use the Aircraft, now existing or hereafter occurring, and howsoever caused, shall release Borrower from paying or otherwise performing this Agreement. CHASE MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE AIRCRAFT INCLUDING, WITHOUT LIMITATION, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. Default. Borrower shall be in default under this Agreement upon the happening of any of the following events or conditions: (a) failure to make any payment when due hereunder or under the Note or failure to comply with any term, condition, obligation, covenant or liability contained or referred to in this Agreement; (b) any warranty, representation or statement made or furnished to CHASE by or on behalf of Borrower proves to have been false in any material respect when made or furnished; (c) the appointment of a receiver for Borrower, or if Borrower makes an assignment for the benefit of creditors, or in the event that proceedings under the Bankruptcy Code or any amendment thereof be instituted by or against Borrower; (d) loss, theft, damage, destruction, sale or encumbrance to or of the Aircraft or the making of any levy, seizure or attachment on the Aircraft; (e) any insurance company cancels, as to Borrower, any policy of insurance against any of the hazards required to be insured against; (f) death, incompetency, dissolution, termination of existence, insolvency, business failure of Borrower, or its principal stockholder dies or becomes incompetent; (g) the value of the Aircraft for any reason (except normal depreciation and wear and tear) becomes insufficient to secure the obligations hereunder, and following CHASE's request, Borrower fails or refuses to substitute and/or make additions to the collateral hereunder; (h) an event or condition of default occurs under any other agreement or obligation between CHASE and Borrower, any guarantor of Borrower's obligations, or any corporation or partnership the controlling interest of which is held directly or indirectly by the Borrower or the same persons who hold a controlling interest of the Borrower; or (i) CHASE at any time should have reasonable cause to deem itself insecure.

10. Remedies. In the event of default, the entire amount of Borrower's indebtedness under the Note, including all accrued interest, shall become immediately due and payable without notice, and CHASE or its agent may (a) collect the

same by suit or otherwise and (b) take possession of the Aircraft with or without process of law. For this purpose Borrower gives CHASE the right to enter any premises where the Aircraft may be found, remove the Aircraft and sell it either at public or private sale, after giving notice of the time and place of any public sale or the time after which any private sale or any other intended disposition of the Aircraft is to be made. At any public sale CHASE may purchase the Aircraft. Such public or private sale may be conducted with or without having the Aircraft at the place of sale. While repossessing the Aircraft or removing it from the place of repossession to a place of storage and/or sale, CHASE may, if permitted by law, use any of Borrower's licenses with respect to the Aircraft. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Borrower shown at the beginning of this Agreement at least five (5) days before the time of public sale or the date designated as the time after which a private sale or other intended disposition of the Aircraft will be made. Borrower will pay on demand all CHASE's costs and expenses, including without limitation, attorney's fees, incurred in the collection and enforcement of CHASE's rights hereunder. Any proceeds received from a repossession sale of the Aircraft will be applied in the following order: (1) for payment of all expenses and charges of obtaining possession of the Aircraft, including attorney's fees, reconducing, preparing for sale, storing and disposing of the Aircraft; (2) for payment of Borrower's indebtedness to CHASE; (3) for the repayment of any indebtedness of Borrower to any other creditor of Borrower who holds a security interest in the Aircraft; and (4) the remainder will be paid to Borrower. However, if the proceeds of the repossession sale are not sufficient to pay in full the indebtedness of Borrower to CHASE, Borrower remains liable for the deficiency, together with interest thereon until paid in full at the rate stated in the Note, as well as CHASE's expenses in collecting the deficiency, including without limitation, attorney's fees whether suits are brought or not.

11. Remedies Cumulative. Each and every right, power and remedy herein specifically given to CHASE shall be in addition to every other right, power and remedy specifically so given or now or hereafter existing at law or in equity, and each and every right, power and remedy may be exercised from time to time or simultaneously and as often and in such order as CHASE may desire. All such rights, powers and remedies shall be cumulative and the exercise of one shall not be deemed a waiver of the right to secure any other right, power and remedy.

12. Waiver. The waiver by CHASE of any default hereunder shall not constitute a waiver of any subsequent or other default, but shall be restricted to the default so waived. CHASE's failure at any time to require strict performance by Borrower of any provisions hereof shall not waive or diminish CHASE's right thereafter to require strict performance thereof with or with any other provision. Time is of the essence of this Agreement.

13. Assignment and Transfer. CHASE shall have the right to assign, with or without notice, this Agreement or the right to receive payments hereunder from the Borrower. Borrower's rights and obligations hereunder shall not, without the prior written consent of CHASE, be assignable or transferable, whether by operation of law or otherwise.

14. Further Assurances. Borrower shall execute and deliver to CHASE concurrently with the execution and delivery of this Agreement, and at any time or times hereafter at the request of CHASE, all instruments, documents, agreements, affidavits, financing statements and certificates as CHASE may request, in form satisfactory to CHASE, to establish, preserve, protect, record and maintain CHASE's interest in the Aircraft and to more fully evidence Borrower's liability hereunder.

15. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof. This Agreement cancels and supercedes all prior agreements and understandings, whether oral or written, on the subject matter hereof, all of which having been merged herein. Amendments, modifications or supplements to this Agreement may not be made orally and, to be effective, must be in writing and signed by both parties hereto.

16. Communications. All notices and other communications required or permitted hereunder shall be in writing and shall become effective when received, or if mailed when deposited in the United States mail with proper postage prepaid for registered or certified mail, return-receipt requested, addressed to the address of the applicable party set forth herein (or at such other address as has been furnished, in accordance herewith, by one party to the other).

17. Severability. In the event that one or more of the provisions of this Agreement shall be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.

18. Miscellaneous. Captions of the sections of this Agreement are for reference and convenience only and are not a substantive part hereof and do not in any way limit or amplify the terms or provisions of this Agreement. This Agreement shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of CHASE.

19. Governing Law. This Agreement shall be governed by, and construed according to, the laws of the State of New York.

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

FORM APPROVED
OMB NO. 2120-0043
EXP. DATE 6/30/84

J 5 7 2 9 4

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

MAVAX LTD

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE

CESSNA FINANCE CORPORATION

NAME OF SECURED PARTY'S ASSIGNOR (if assigned)

CONVEYANCE

JAN 5 3 51 PM '89

FEDERAL AVIATION
ADMINISTRATION

Do Not Write In This Block
FOR FAA USE ONLY

FAA REGISTRA-
TION NUMBER

N7052J

AIRCRAFT
SERIAL NUMBER

11680

AIRCRAFT MFR. (BUILDER) and MODEL

GULFSTREAM COMMANDER
840 (690C)

ENGINE MFR. and MODEL

ENGINE SERIAL NUMBER(S)

PROPELLER MFR. and MODEL

PROPELLER SERIAL NUMBER(S)

SEE RECORDED
CONVEYANCE
NUMBER T30861
FICHE # PAGE 1

THE SECURITY CONVEYANCE DATED 12-16-88 COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REG-
ISTRY ON 12-21-88 AS CONVEYANCE NUMBER T30861

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: DEC 20 1988
CESSNA FINANCE CORPORATION
(Name of security holder)

SIGNATURE (in ink) [Signature]

TITLE Controller

(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):

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
Dec 27 2 19 PM '88
OKLAHOMA CITY
OKLAHOMA

NOTE AND CHATTEL MORTGAGE

December 16, 1988

(Security Agreement)

No. 010390

4-1

\$ _____ Principal 0 0 0 0 0 0 0 0
 \$ _____ Total Amount of Interest
 _____ % per annum
 (Interest Rate)

\$ _____ Total Amount Due 3 0 8 6 1

FOR VALUE RECEIVED, the undersigned Borrower (if more than one, such term when used herein shall refer to them individually and collectively) promises to pay to the order of CESSNA FINANCE CORPORATION ("CFC") at 5800 East Pawnee Road, Wichita, Kansas 67201 (P.O. Box 308) the Total Amount Due on the dates and in the amounts shown on the Payment Schedule below. Borrower recognizes that interest on the unpaid Principal is computed at the Interest Rate indicated above and agrees to pay such interest, all of which is included in the payments set forth in the Payment Schedule below, provided however, that such interest which Borrower agrees to pay is subject to adjustments based on the following adjustments in the Interest Rate: On the 15th day of each month following the date of this Note and Chattel Mortgage, the Interest Rate shall be adjusted to reflect the increase or decrease in the publicly announced reference rate of interest in effect on the first Tuesday of that month at the Continental Illinois National Bank and Trust Company, Chicago (hereinafter referred to as the "Prime Rate" though it may not be the lowest rate of interest offered by such bank to any class of borrowers), and, on that date, the Interest Rate shall be adjusted to an amount equal to the Prime Rate plus 1.50 %. Borrower agrees that the monthly installment payments shall be in the amount as set forth in the Payment Schedule, and that any variance in the Total Amount Due resulting from changes in the Interest Rate shall be

reflected by adjustment(s) to the final payment or payments due under this Note and Chattel Mortgage. Borrower agrees that Installment payments shall be applied first to accrued Interest and the remainder to the unpaid Principal. If any Installment is not paid by the due date, then the unpaid Principal shall continue to accrue Interest at the rate indicated until such Installment or Installments are paid. Failure to pay any Installment when due shall, at the election of CFC, without demand or notice of any kind, mature the whole amount of the unpaid Principal and such amount shall be immediately due and payable with accrued Interest at the rate indicated until paid. In the event the Borrower sells or otherwise disposes of the Aircraft (which shall only be on the conditions herein set forth) the unpaid Principal and accrued Interest shall be due and remitted to CFC so as to be received within three (3) days of such event. Borrower may prepay this Note and Chattel Mortgage at any time without penalty in which event credit will be given for unearned Interest.

BORROWER, ENDORSERS AND GUARANTORS severally waive demand, presentment for payment, notice of dishonor or non-payment, protest, notice of protest and all other notices whatsoever.

To secure the payment of this Note and any future advances for equipment added to the Aircraft and evidenced by new Note(s) ("New Note(s)") and all other sums and obligations of the Borrower hereunder and all other present or future indebtedness of Borrower to CFC, howsoever created, arising or evidenced, due or to become due, and any renewals and extensions thereof and substitutions therefor, the Borrower mortgages to CFC and hereby grants to CFC a security interest in the herein described Aircraft together with all equipment and accessories now attached thereto or used in connection therewith and all accessions made to or upon said Aircraft (the "Aircraft") and all proceeds thereof, including insurance and proceeds of insurance, if any.

Borrower agrees that if any future advances for equipment added to the Aircraft as above set forth shall be made that the indebtedness covered by this Note and Chattel Mortgage and any New Note(s) shall be combined and that all payments made by Borrower hereunder or under such New Note(s) shall be credited to said single debt and that for all purposes of this Note and Chattel Mortgage (Security Agreement) this Note and Chattel Mortgage and any New Note(s) shall constitute and be one indebtedness.

BORROWER AND CFC UNDERSTAND AND AGREE THAT THE TERMS, CONDITIONS AND AGREEMENTS ON THE REVERSE SIDE HEREOF ARE HEREBY INCORPORATED BY REFERENCE AND CONSTITUTE A PART OF THIS AGREEMENT. EXECUTED as of the date first above set forth, in triplicate originals, one of said originals being delivered to Borrower, the receipt of which is hereby acknowledged.

12:56 PM 3536

0 255 A 12/16/88

MAVAX LTD

(Borrower)

417 Wickwood Dr.

(Street Address)

Chesapeake, VA 23320

(City)

(State)

(Zip Code)

By: CESSNA FINANCE CORPORATION, ATTY-IN-FACT

(Signature)

(Title)

By: [Signature] Asst. Secretary

(Signature)

(Title)

CESSNA FINANCE CORPORATION

By: [Signature] ASST. SEC.

(Signature)

(Title)

Installment Payment Schedule:

_____ installments of \$ _____ and then
 _____ installments of \$ _____ and then
 _____ installments of \$ _____ and then
 _____ installments of \$ _____ and then
 _____ installments of \$ _____ and then
 _____ installments of \$ _____ and then
 _____ installments of \$ _____ and then
 _____ installments of \$ _____ and then
 _____ installments of \$ _____ each,

commencing on

and on the same day of each subsequent month until this Note and Chattel Mortgage is paid in full. (Computations assume that adjustments are made on the due dates without adjustment for variances in the Prime Rate. Late payments continue to accrue Interest at the Rate indicated above and with all applicable adjustments due to variances in the Prime Rate. Installments include a Principal payment in varying amounts and Interest on the unpaid Principal at the Rate indicated above. Final installment(s) may be adjusted to reflect variances in the Prime Rate.)

Description of Aircraft:

1981 Year
 CESSNA AMERICAN COMMANDER Make
 840 (690C) Model
 N7052J Registration
 11680 Serial No.

Optional equipment now installed:
 GARRETT TPR331 ENGINES, S#40321 & S#40322;
 King 2-905 Coms; 2-634 Nava; 2-806 ADF;
 756 Xpdr; 706 DME; KEC300 AP/ED; RDR
 1100 Color; Alt 55; PN101 HSI; AAR 3137 RMI;

2 Audio Panels.

Aircraft base:

Ft Lauderdale Executive Airport

(Airport)

Ft Lauderdale, Florida

(City - State)

AC-58(V)
1/87 P/SSEE RECORDED
CONVEYANCENUMBER 670937
FICHE # _____ PAGE # _____

FAA COPY

TERMS, CONDITIONS AND AGREEMENTS

The Aircraft is hereby mortgaged to CFC for the purpose of securing in the order named:
First: The payment of all indebtedness evidenced by and according to the terms of the Note and all renewals and extensions thereof and any future advances for equipment added to the Aircraft and evidenced by New Note(s).

Second: The prompt and faithful discharge, and performance of each agreement of the Borrower herein contained made with or for the benefit of CFC in connection with the indebtedness to secure which the mortgage and security interest has been made and granted to CFC, and the repayment of all sums expended or advanced by CFC for the maintenance or preservation of the Aircraft or in enforcing its rights hereunder.

Third: To the payment of other indebtedness of Borrower to CFC secured hereby in such order of application as CFC may from time to time select.

Borrower hereby declares and warrants to CFC that Borrower is the absolute owner of the legal and beneficial title to the Aircraft and is in possession thereof, that the same is free, and clear of all liens, encumbrances and adverse claims of whatsoever kind or nature, and that the Aircraft is in flyable condition and currently licensed by the Federal Aviation Administration.

Any extensions, endorsements or assignments of this Note and Chattel Mortgage or any New Note(s) by CFC shall not waive any provision hereof. The Aircraft shall at all times be at Borrower's risk, and any loss, injury, damage to or destruction of the Aircraft shall not release Borrower's obligations under this Note and Chattel Mortgage or any New Note(s). As long as this Note and Chattel Mortgage or any New Note(s) are in effect, Borrower agrees not to dispose of said Aircraft or any interest therein, whether by sale, lease or otherwise, without the prior written consent of CFC, that Borrower will not encumber or permit said Aircraft to be encumbered with any other lien or security interest, will comply with and not use the Aircraft in violation of any laws and regulations of the United States, the several states or municipalities thereof or any foreign jurisdiction applicable to said Aircraft and the insurance policies covering said Aircraft and will at all times keep CFC informed of the whereabouts of said Aircraft. In the event of sale of the Aircraft, which shall only be with CFC's prior written consent as above set forth, Borrower will forthwith pay to CFC all sums due under this Note and Chattel Mortgage and any New Note(s) and until so paid such portion of the selling price shall be held by Borrower in trust for CFC and Borrower shall not commingle said funds with any other funds, or use said funds for any purpose or exercise any dominion over said funds except as trustee for CFC. Borrower further agrees to furnish CFC such report concerning the Aircraft as CFC may require.

Borrower agrees to pay all taxes accruing upon the Aircraft and arising out of the use thereof or upon this Mortgage, Note, New Note(s) or debt, and to keep said Aircraft in good repair and in an airworthy condition at Borrower's expense. Borrower further agrees CFC may inspect the Aircraft at such time or times as CFC determines necessary.

At all times during the term of this Agreement Borrower agrees, at Borrower's expense, to keep the Aircraft insured against fire, theft and against all damage while in flight or on the ground, with breach of warranty and loss payable in favor of CFC, such insurance policies to be in a form, manner and with companies acceptable to CFC and to furnish CFC evidence of such insurance. Borrower and CFC agree that all the proceeds of any insurance shall be applied against the cost of repairing the Aircraft and the balance, if any, shall, at the option of CFC, be applied against the Total Amount Due and other sums due under this Agreement to be paid to CFC. Breach of this provision shall constitute a default hereunder and in addition to other available remedies, Borrower shall be liable to CFC for any loss or damage sustained as a result of such breach.

CFC shall have the right at its option to obtain and to pay for flight insurance, taxes and for any necessary repairs to the Aircraft if Borrower shall fail to do so, and the amount so paid, and any other sums paid by CFC and chargeable to Borrower hereunder shall be an additional lien on and security interest in the Aircraft and added to the amounts secured by these presents, and payable upon demand with interest thereon at the applicable Interest Rate set forth on the face hereof. Any sums which might at any time be in possession of CFC which might be due Borrower, shall be held without any interest accruing thereupon.

Borrower agrees upon demand of CFC to furnish CFC evidence satisfactory to CFC that the Federal Aviation Administration records show the Aircraft to be registered in the name of Borrower and that title is free of all security interests, liens and encumbrances, except this Note and Chattel Mortgage, and Borrower agrees at Borrower's expense to take such steps as may be necessary to cause any other security interests, liens or encumbrances, if any, to be removed so that the Federal Aviation Administration records show title of Borrower to be free and clear of all security interests, liens and encumbrances except this Note and Chattel Mortgage.

It is hereby agreed that if default be made in the payment of any part of the Principal and Interest on the Note or any New Note(s), at the times and in the manner specified, or if any breach be made of any obligation or promise of the Borrower, herein contained or hereby secured, or if Borrower shall become insolvent, commit an act of bankruptcy, or if bankruptcy proceedings are begun by or against Borrower, or if a receiver is appointed for Borrower, or if for any reason CFC shall deem itself insecure, then in any of those events, CFC shall forthwith be entitled to possession of the Aircraft and the whole principal sum unpaid under the Note or any New Note(s) and secured hereby, with interest accrued thereon and any sums advanced under the terms of this Note and Chattel Mortgage shall become due and payable at the option of CFC without demand or notice to Borrower, and CFC may, at its option, and is hereby empowered to do so, without rescinding this Note and Chattel Mortgage, take possession of the said Aircraft without demand or notice to Borrower, demand and notice being expressly waived, and with or without a foreclosure action, and Borrower hereby agrees to deliver possession of said Aircraft to CFC, without necessity of legal action to recover possession, and CFC may retain all money paid thereon, not by way of penalty, but for liquidated damages or for rent, use and depreciation of the Aircraft (which amount Borrower specifically agrees is reasonable), and it shall be lawful for CFC, with the aid and assistance of any persons, without notice to Borrower, the same being expressly waived, to enter the premises where the Aircraft is or may be found, without liability for trespass for so entering, and to seize, remove the Aircraft to any place it sees fit, sell and dispose of the same at public or private sale, for credit or cash, for the account of Borrower, in such manner and at such time, and place as CFC shall deem most advisable for the best interest of the parties, and authority is expressly given to CFC to bid at any such sale, for said sale to be held or made at any place within or without the county or state where this Note and Chattel Mortgage was executed or where the Aircraft was at any time located and Borrower hereby waives any demand for performance, and the Aircraft may be sold without being physically present at said sale. (If the Aircraft is to be sold at private sale, CFC shall give at least five (5) days' notice of the time after which such private sale may be made, such notice being stipulated by the parties to be reasonable.) CFC is expressly given the right to execute and deliver to the purchaser at any such sale, such instruments as may be required by law to transfer title to the Aircraft to said purchaser. The proceeds of any such sale shall be applied first to the payment of all expenses incurred by CFC in pursuing, taking possession of, keeping, removing and selling said Aircraft, including a reasonable commission for selling said Aircraft, and the expenses of liquidating any liens or claims upon said Aircraft, and all necessary expenses made for repairs so that said Aircraft may be sold to the best advantage, and all court costs and attorneys' fees, if any are incurred, (when allowed by statute and at the highest rate allowable) then to payment of indebtedness owing by Borrower to CFC under the terms of this Note and Chattel Mortgage and any New Note(s), then to the payment of other indebtedness of Borrower to CFC secured hereby, and the balance, if any, shall be paid to Borrower. If for any cause the said Aircraft shall fail to satisfy the amount due under this Note and Chattel Mortgage and any New Note(s), interest, costs, attorneys' fees, and other charges as aforesaid, the Borrower hereby covenants and agrees to forthwith pay the deficiency, and CFC is entitled to sue for any such deficiency in further consideration of the rent, use and depreciation of the Aircraft, notwithstanding CFC's exercise of its option to repossess and sell the Aircraft as aforesaid, and in case of suit to recover all costs and attorneys' fees. Borrower hereby waives all claims, damages, and demands against CFC arising out of the repossession, retention, reparation and sale as aforesaid.

Whenever CFC deems itself insecure, Borrower shall, at CFC's request, provide additional collateral satisfactory to CFC as security for performance of all Borrower's obligations hereunder, and in connection therewith execute all documents as requested by CFC.

Time is of the essence of this Note and Chattel Mortgage and any New Note(s). The acceptance of any payment after Borrower's default, or any overdue payment, or the granting of any renewals or extensions, or the retaking and redelivery to Borrower, shall not operate as a waiver of any rights of CFC hereunder, and CFC shall be entitled to declare a forfeiture. The acceptance of part of the indebtedness owing from the Borrower to CFC hereunder when past due, shall not relieve Borrower of the obligation to make subsequent payments when due.

If this Note and Chattel Mortgage and any New Note(s) are placed in the hands of an attorney for enforcement or collection, or if suit is filed thereon, Borrower shall be liable to CFC for all costs and reasonable attorney fees, where authorized by law and at the highest allowable rate.

CFC shall have the right to enforce any one or more remedies hereunder, either successively or concurrently, and such action shall not operate to bar or estop CFC from pursuing any other remedies that CFC may have hereunder, or otherwise, and any repossession or retaking of all or any part of the Aircraft, whether temporary or otherwise, or any sale thereof pursuant to the terms hereof, shall not operate to release or discharge Borrower until payment of the indebtedness due under this Note and Chattel Mortgage and any New Note(s) shall have been made in cash as herein agreed.

Any notice not hereinbefore waived may be mailed to the Borrower at the address shown on the face hereof by United States Postal Service, postage prepaid, and the same shall be due notice to the Borrower irrespective of any change of business address or place of residence of Borrower.

This Note and Chattel Mortgage and any New Note(s) constitute the entire and exclusive agreement between the parties hereto with respect to the Aircraft, and no waiver or change in the terms of this Note and Chattel Mortgage shall be binding upon CFC unless evidenced in writing hereon and signed by CFC. No warranties, representations, promises or statements shall be binding upon CFC unless written hereon and signed by CFC.

As this Note and Chattel Mortgage is given in connection with a loan and mortgage secured by a civil aircraft of the United States, which may from time to time be removed from place to place in the United States, it is agreed that the construction, interpretation and validity of this Note and Chattel Mortgage and any New Note(s) shall be determined and be in accordance with, and this Note and Chattel Mortgage and any New Note(s) shall be governed by, the laws of the State of Kansas, the same as if the Note and Chattel Mortgage and any New Note(s) were between two parties who are residents of the State of Kansas and whose chief places of business are in the State of Kansas.

All terms, provisions, conditions and agreements herein contained shall be binding upon and shall inure to the benefit of the respective heirs, representatives, successors and assigns of the Borrower and CFC.

3-1

FORM APPROVED
OMB NO. 2120-0029
EXP. DATE 10/31/84UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION-MIKE MONROE AERONAUTICAL CENTER
AIRCRAFT REGISTRATION APPLICATIONUNITED STATES
REGISTRATION NUMBER **N** 7052J

AIRCRAFT MANUFACTURER & MODEL

GULFSTREAM AMERICAN COMMANDER 840 (690C)

AIRCRAFT SERIAL No.

11680

00648
CERT. ISSUE DATEDEC 21 1988
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.)

MAVAX LTD

TELEPHONE NUMBER: (804) 482-3364

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: 417 Wickwood Dr.

Rural Route:

P.O. Box:

CITY

STATE

ZIP CODE

Chesapeake

VA

23320

☐ 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	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.

CONVEYANCE
FILED WITH FAA
ALPHABETICALLY
DEC 16 12 25 PM '88
OKLAHOMA CITY
OKLAHOMA

AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF \$0.00 THE
UNDERSIGNED OWNER(S) OF THE FULL LEGAL
AND BENEFICIAL TITLE OF THE AIRCRAFT DES-
CRIBED AS FOLLOWS:

UNITED STATES
REGISTRATION NUMBER ~~XXXX~~

AIRCRAFT MANUFACTURER & MODEL
Gulfstream Commander 840

AIRCRAFT SERIAL No.
11680

DOES THIS 16TH DAY OF DEC. 1988
HEREBY SELL, GRANT, TRANSFER AND
DELIVER ALL RIGHTS, TITLE, AND INTERESTS
IN AND TO SUCH AIRCRAFT UNTO:

CONVEYANCE
- 2 -

DEC 21 3 28 PM '88
Do Not Write In This Space
FOR FAA USE ONLY

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

FEDERAL BUREAU OF
INITIALS
ADMINISTRATION

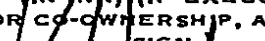
PURCHASER

Mavax Ltd.
P.O.Box 1386
Chesapeake VA 23320

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 ^{WE} HAVE SET ^{OUR} HAND AND SEAL THIS ^{16TH} DAY OF ^{DEC.} 19 ⁸⁸

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
SACONPA		President

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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DEC 13 12 25 PM '33
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CLERK OF THE COURT

AAC-250-70

UNIT 1 FILENAME: RCO081
INBOUND MESSAGE # 237
RCV LN 1

FAA AC OKC

26274 CABIC VC

0292H/12/14/88

Caracas, Dec 14th, 1988

TELEX 747190
FAA ACOKC

NO. DAC/DAE/RA/35

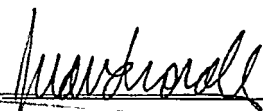
Be advised Venezuelan registration YV-415CP, belonging to aircraft make Gulfstream, model 690C, serial No. 11680, property of Construcciones y Parcelamientos Air Co. (SACOMPA) has been cancelled.

DIRACIVIL

Cesar Jara Soteldo
Director of Civil Aeronautics

FAA AC OKC
26274 CABIC VC
1539 12/14

I certify that the translation given above is a correct and complete translation of the attached document.



Juan A. Morales- for Language Associates of Okla City, Inc.



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AAC-250-70

UNIT 1 FILENAME: RC0081
INBOUND MESSAGE # 237
RCV LN 1

FAA AC OKC

26274 CABIC VC

0292H/14/12/88

ACAS, 14 DIC 1988

TELEX 747190
FAA ACOKC.

NO. DAC/DAE/RA/35
PARTICIPOLE MTRICULA VENEZOLANA YV-415CP, CORRESPONDIENTE AERONAVE
MARCA GULFSTREAM, MODELO 690C, SERIAL N. 11680, PROPIEDAD DE
CONSTRUCCIONES Y PARCELAMIENTOS, C.A. (SACOMPA), HA SIDO CANCELADA:

DIRACIVIL

CESAR JARA SOTELDO
DIRECTOR DE AERONAUTICA CIVIL

FAA AC OKC

26274 CABIC VC....
1539 12/14 \
DURATION 106 secs LISTED 14:39 CST 12-14-88

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