DEREGISTRATION OF UNITED STATES CIVIL AIRCRAFT

U.S. Registration	Temp	I.R.	Manufacturer	Model	Serial Number
N-610SS	Yes ☐ No ☒	Yes ☒ No ☐	GRUMMAN	G-73	J-10

Last Registered Owner FRAKES AVIATION

GENEVA CONVENTION – Lien/Lease Information on File

☐ None

☐ Lien Conveyance No. _____ Lien holder: _____

☐ Lien Conveyance No. _____ Lien holder: _____

☐ Lease Conveyance No. _____ Lessee: _____

☐ Lease Conveyance No. _____ Lessee: _____

CAPE TOWN TREATY - Lien Information on File

☐ Written certification was received from IDERA authorized party that all registered interests ranking in priority to authorized party have been discharged or the holders of such interests have consented to the export.

Conveyance No. _____
IDERA Authorized Party: _____

☐ Written certification was received from the owner that all outstanding interests in the FAA aircraft record have been discharged or the holders of such interests have consented to the export.

☐ None

☐ Lien Conveyance No. _____ Lien holder: _____

☐ Lien Conveyance No. _____ Lien holder: _____

☐ Lease Conveyance No. _____ Lessee: _____

☐ Lease Conveyance No. _____ Lessee: _____

The above registration is to be cancelled for the reason checked below:

☒ Expired ☐ Exported to: _____

☐ Totally destroyed or scrapped

☐ At the request of: ☐ Registrant ☐ Owner ☐ IDERA Authorized Party (Export only)

☐ Other (*Specify*) _____

Official approving the cancellation: Name: JAMIE POWERS	TIME:	DATE: March 11, 2013

CONFIRM TO: _____ COPY TO: ☐ WIRE ☐ MAIL
FOREIGN MARKINGS: _____

The above registration has been cancelled and records adjusted accordingly. Jamie Powers	DATE: March 11, 2013

U. S. Department
of Transportation

**Federal Aviation
Administration**

Civil Aviation Registry
Aircraft Registration Branch (AFS-750)
PO Box 25504
Oklahoma City, OK 73125-0504
OFFICIAL BUSINESS
PENALTY FOR PRIVATE USE $300
AC Form 1360-42(5/01)(NSN 0052-00-578-0002)



NIXIE 750 DE 1 00 11/15/12
RETURN TO SENDER
NO SUCH NUMBER
UNABLE TO FORWARD
BC: 73125050404 *0557-14783-08-38

73125-0504

Accepted JP Mar/11/2013

FILED WITH FAA
AIRCRAFT REGISTRATION BR

2012 NOV 20 PM 1 47

OKLAHOMA CITY
OKLAHOMA

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION – CIVIL AVIATION REGISTRY – AIRCRAFT REGISTRATION

Aircraft Registration EXPIRED • N-number Pending Cancellation

U.S. Registration Number	Aircraft Manufacturer and Model	Aircraft Serial No.
N610SS	GRUMMAN G-73	J-10

REGISTRATION MAILING ADDRESS
FRAKES AVIATION
RT 3 BOX 229-B
CLEBURNE,TX 76031

PHYSICAL LOCATION OF HOME OR OFFICE
N/A

November 2, 2012

Dear Aircraft Owner:

The Federal Aviation Administration has established a requirement to re-register all aircraft issued registration before October 1, 2010, by amending 14 Code of Federal Regulations, Part 47, as published in the Federal Register on July 20, 2010, page 41968. The amendment also provides that aircraft registrations issued on and after October 1, 2010, will expire after three years. These changes will keep the U.S. Civil Aircraft Register up-to-date, to provide reliable support to users of the registration system.

The registration of the aircraft shown above expired on September 30, 2012. The aircraft's registration and airworthiness certificates no longer support operation of the aircraft. The assigned N-number is no longer authorized for use and cancellation of its assignment to this aircraft is scheduled for 60 days from the date of this notice.

In order to return the aircraft to a valid registration status, you may apply to re-establish the expired registration in accordance with §47.31(a) at any time prior to the end of this 60-day period by filing an acceptable Aircraft Registration Application, AC Form 8050-1, and the $5.00 registration fee. At any time after the N-number assignment is cancelled, the aircraft may be reinstated and registered in your name by submitting an Aircraft Registration Application and the $5.00 registration fee. Please note, the temporary (pink copy) authority to operate the aircraft provided for in §47.31(c) is unavailable in both cases as no transfer of ownership has occurred.

If you choose not to re-register the aircraft, you may reserve the N-number in your name by filing, prior to scheduled cancellation, written correspondence that both requests cancellation of the assignment of the N-number and asks that the number be reserved in your name, along with the $10.00 reservation fee. The request must be signed in ink, with title shown, if appropriate. If no acceptable request is made, the N-number will be cancelled and designated as unavailable for the next five years.

Sincerely,

Walter L Binkley

Walter Binkley, Manager
Aircraft Registration Branch

FAA Aircraft Registration Branch, AFS-750: regular mail; P.O. Box 25504, Oklahoma City, OK 73125-0504; overnight delivery or commercial courier; 6425 S. Denning Rm. 118, Oklahoma City, OK 73169-6937.

Re-Registration website: http://registry.faa.gov/renewregistration

Telephone Numbers: (405) 954-3116, Toll Free in the U.S. 1 (866) 762-9434, FAX (405) 954-8068

AFS-750-REREG-18 (06/11)

Accepted JP Mar/11/2013

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION – CIVIL AVIATION REGISTRY – AIRCRAFT REGISTRATION

Aircraft Registration EXPIRED • N-number Pending Cancellation

U.S. Registration Number	Aircraft Manufacturer and Model	Aircraft Serial No.
N610SS	GRUMMAN G-73	J-10

REGISTRATION MAILING ADDRESS
FRAKES AVIATION
RT 3 BOX 229-B
CLEBURNE,TX 76031

PHYSICAL LOCATION OF HOME OR OFFICE
N/A

November 2, 2012

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Sincerely,

Walter L Binkley

Walter Binkley, Manager
Aircraft Registration Branch

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AFS-750-REREG-18 (06/11)

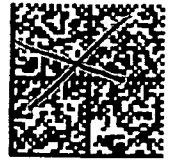
Accepted JP Mar/11/2013

U. S. Department
of Transportation

**Federal Aviation
Administration**

Civil Aviation Registry
Aircraft Registration Branch (AFS-750)
PO Box 25504
Oklahoma City, OK 73125-0504
OFFICIAL BUSINESS
PENALTY FOR PRIVATE USE $300
AC Form 1360-42(5/01)(NSN 0052-00-578-0002)

PRESORTED
FIRST CLASS



UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004234213
$ 00.42⁴
AUG03 2012
MAILED FROM ZIP CODE 73169

OKLA CITY 730 **08-04-12*

NIXIE 750 DE 1 00 08/07/12
RETURN TO SENDER
INSUFFICIENT ADDRESS
UNABLE TO FORWARD
BC: 73125050404 *0657-03163-04-37



FILED WITH FAA
AIRCRAFT REGISTRATION BR

2012 AUG 10 AM 8 04

OKLAHOMA CITY
OKLAHOMA

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION – CIVIL AVIATION REGISTRY – AIRCRAFT REGISTRATION

FINAL NOTICE: EXPIRATION OF AIRCRAFT REGISTRATION

U.S. Registration Number	Aircraft Manufacturer and Model	Aircraft Serial No.
N610SS	GRUMMAN G-73	J-10

REGISTRATION MAILING ADDRESS
FRAKES AVIATION
RT 3 BOX 229-B
CLEBURNE,TX 76031

PHYSICAL LOCATION OF HOME OR OFFICE
N/A

August 1, 2012

Dear Aircraft Owner:

The Federal Aviation Administration has established a requirement to re-register all aircraft issued registration before October 1, 2010, by amending 14 Code of Federal Regulations, Part 47, as published in the Federal Register on July 20, 2010, page 41968. The amendment also provides that aircraft registrations issued on and after October 1, 2010, will expire after three years. These changes will keep the U.S. Civil Aircraft Register up-to-date, to provide reliable support to users of the registration system

The expiration date for the aircraft shown above is September 30, 2012. After this date, the aircraft's registration certificate will no longer support operation of the aircraft and the assigned N-number will no longer be authorized for use.

RE-REGISTRATION INSTRUCTIONS

NO CHANGES: If 1) the ownership and the registration addresses are unchanged; 2) the aircraft owner(s) still meet the citizenship requirements in 14 CFR §47.3; and 3) the aircraft is not registered under the laws of any foreign country, then:

Complete the Aircraft Re-registration Application, AC Form 8050-1A, on our web site, print it, sign it, and mail it with the $5.00 re-registration fee to the FAA Aircraft Registration Branch (Registry) at the address shown below. The Registry will mail a form to the owner upon receipt of a request by telephone, FAX, or letter.

ADDRESS CHANGES: Unreported address changes must be included on the Aircraft Re-registration Application. This form is available and may be filled out on our web site. When all information is entered, print the form then sign and send it, with the $5.00 fee, to the address shown below. The Registry will mail a form to the owner upon receipt of a request by telephone, FAX, or letter.

OTHER CHANGES: Aircraft owners are still required to notify the Registry when their aircraft have been sold, exported, or destroyed. These reports may be made with the Aircraft Re-registration Application.

EXPIRED AIRCRAFT: When aircraft registration is allowed to expire, the assigned N-number is no longer authorized for use and will be scheduled for cancellation. The aircraft owner may mail a request to both cancel and reserve the N-number in their name with the $10 reservation fee to the Registry before the scheduled cancellation. If no request is made, the N-number will be cancelled and become unavailable for five years.

FEE PAYMENT *sent by mail should be made by check or money order payable to the Federal Aviation Administration.*

The FAA Aircraft Registration Branch, AFS-750: regular mail; P.O. Box 25504, Oklahoma City, OK 73125-0504; overnight delivery or commercial courier; 6425 S. Denning Rm. 118, Oklahoma City, OK 73169-6937.

Re-Registration website: http://registry.faa.gov/renewregistration

Telephone Numbers: (405) 954-3116, Toll Free in the U.S. 1 (866) 762-9434, and FAX (405) 954-8068

AFS-750-REREG-17 (09/10)

Accepted JP Mar/11/2013

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION – CIVIL AVIATION REGISTRY – AIRCRAFT REGISTRATION

FINAL NOTICE: EXPIRATION OF AIRCRAFT REGISTRATION

U.S. Registration Number	Aircraft Manufacturer and Model	Aircraft Serial No.
N610SS	GRUMMAN G-73	J-10

REGISTRATION MAILING ADDRESS
FRAKES AVIATION
RT 3 BOX 229-B
CLEBURNE,TX 76031

PHYSICAL LOCATION OF HOME OR OFFICE
N/A

August 1, 2012

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The FAA Aircraft Registration Branch, AFS-750: regular mail; P.O. Box 25504, Oklahoma City, OK 73125-0504; overnight delivery or commercial courier; 6425 S. Denning Rm. 118, Oklahoma City, OK 73169-6937.

Re-Registration website: http://registry.faa.gov/renewregistration

Telephone Numbers: (405) 954-3116, Toll Free in the U.S. 1 (866) 762-9434, and FAX (405) 954-8068

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 N DATE: 9 - 25 - 91

72-1

FORM APPROVED
OMB No. 2120-0042

0 0 0 0 0 0 0 6 4 6

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 610SS

AIRCRAFT MANUFACTURER & MODEL GRUMMAN MALLARD G-73

AIRCRAFT SERIAL No. J-10

BB SEP 24 '91
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.)

FRAKES AVIATION
ROUTE 3, BOX 229-B
CLEBURNE, TEXAS 76031

TELEPHONE NUMBER: (817) 645-9136

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street:

Rural Route: ROUTE 3, BOX 229-B P.O. Box:

CITY	STATE	ZIP CODE
CLEBURNE	TEXAS	76031

☐ **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
J Fred Frakes	PARTNER	9-23-91
David Joe Frakes	PARTNER	9-23-91
	REGSTR	CD 5.00

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

AC Form 8050-1 (3/90) (0052-00-628-9006) Supersedes Previous Edition

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 N DATE: 9 - 25 - 91

72

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
SEP 23 12 08 PM '91
OKLAHOMA CITY, OKLAHOMA

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 N DATE: 9 - 25 - 91

00000001660

71-5

119227

BB SEP 24 '91

CONVEYANCE RECORDED

SEP 24 11 24 AM '91

FEDERAL AVIATION ADMINISTRATION

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That Manufacturers Hanover Trust Company and The CIT Group/Equipment Financing, Inc., two New York corporations (the "Grantors"), in consideration of the purchase price paid by Frakes Aviation (the "Grantee") as provided in the foregoing Asset Purchase Agreement dated as of August 27, 1991 between Grantors and Grantee (the "Purchase Agreement"), and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, assign, set over and deliver unto Grantee, its successors and assigns, all the right, title and interest of Grantors in and to the following assets formerly owned by the Virgin Islands Seaplane Shuttle, Inc. and Associated Consultants International that were used to conduct an airline commuter service and that were abandoned to Sellers pursuant to an order of the District Court for the United States Virgin Islands dated December 14, 1989, and that are, as of the date hereof, in the possession, custody or control of Grantee in Cleburne, Texas (the "Assets"):

(i) three G-73 Mallard Aircraft bearing Serial and Registration Numbers J-30, Reg. N630SS; J-38, Reg. N638SS; and J-10, Reg. N610SS; including titles, airworthy certificates and log books relating thereto; and

(ii) all parts, accessories, components, avionics inventory and related equipment, either used or new, in the possession, custody or control of Buyer.

Grantors do hereby covenant with Grantee and its successors and assigns, that they have not heretofore conveyed, assigned or transferred any right, title or interest in the Assets, that the foregoing Assets are sold "as is, where is" and not subject to any representations and warranties, other than those expressly set forth in Article II of the Purchase Agreement.

I hereby certify that this is a true and exact copy of the original.
Rene Seago
Aircraft Owners and Pilots Assn.

Orig rtd to AOPA

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 N DATE: 9 - 25 - 91

71-4

FTR
CP
9-23-91

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 N DATE: 9 - 25 - 91

0 0 0 0 0 0 0 0 5 6 1

71-3

All terms used but not defined herein shall have the same meanings as used in the Purchase Agreement.

IN WITNESS WHEREOF, Grantors have caused this Bill of Sale to be executed on this 30th day of August, 1991.

MANUFACTURERS HANOVER TRUST COMPANY
A New York Corporation

By: _____

THE CIT GROUP/EQUIPMENT
FINANCING, INC.
A New York Corporation

By: _____
VICE PRESIDENT

Sworn before me on
this 30th day of August, 1991.

_____
Notary Public

ALICIA G. JOHNSON
A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Dec. 18, 1992

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 N DATE: 9 - 25 - 91

71-2

FFR
CP
9-23-91

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 N DATE: 9-25-91

71-1

0 0 0 0 0 0 0 6 6 2

All terms used but not defined herein shall have the same meanings as used in the Purchase Agreement.

IN WITNESS WHEREOF, Grantors have caused this Bill of Sale to be executed on this 4th day of Sept, 1991.

MANUFACTURERS HANOVER TRUST COMPANY
A New York Corporation

By: Richard Perrin
Vice President

THE CIT GROUP/EQUIPMENT
FINANCING, INC.
A New York Corporation

By: _____

Sworn before me on
this 4th day of Sept, 1991.

Melinda L Moscow
Notary Public

Melinda L. Moscow
Notary Public, State of New York
No. 31-4630560
Qualified in New York County
Commission Expires September 30, 1992

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 N DATE: 9 - 25 - 91

9-23-91

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 N DATE: 9 - 25 - 91

0000000653 19226 70-5

BB SEP 24 '91

CONVEYANCE RECORDED

SEP 24 11 24 AM '91

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That John Ellis, as trustee for the estate of Virgin Islands Seaplane Shuttle, Inc. and Associated Consultants International (the "Grantor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, assign, set over and deliver unto Manufacturers Hanover Trust Company and The CIT Group/Equipment Financing, Inc., two New York corporations (the "Grantees"), its successors and assigns, all the right, title and interest of Grantor in and to the following assets formerly owned by the Virgin Islands Seaplane Shuttle, Inc. and Associated Consultants International that were used to conduct an airline commuter service and that were abandoned pursuant to an order of the District Court for the United States Virgin Islands dated December 14, 1989, and that are, as of the date hereof, in the possession, custody or control of Frakes Aviation (the "Buyer") in Cleburne, Texas (the "Assets"):

(i) three G-73 Mallard Aircraft bearing Serial and Registration Numbers J-30; Reg. N630SS; J-38, Reg. N638SS; and J-10, Reg. N610SS; including titles, airworthy certificates and log books relating thereto; and

(ii) all parts, accessories, components, avionics inventory and related equipment, either used or new, in the possession, custody or control of Buyer.

Grantor does hereby covenant with Grantees and their successors and assigns, that he has not heretofore conveyed, assigned or transferred any right, title or interest in the Assets, that the foregoing Assets are conveyed "as is, where is" and not subject to any representations and warranties.

IN WITNESS WHEREOF, Grantor has caused this Bill of Sale to be executed on this 11th day of September, 1991.

Sworn before me on this
11th day of September, 1991.

Notary Public

John Ellis
John Ellis

I hereby certify that this is a true and exact copy of the original.
Rene' Seager
Aircraft Owners and Pilots Assn.

orig rtd to AOPA

FAA AIRCRAFT REGISTRY
CAMERA NO. 2-N DATE: 9 - 25 - 91

70-4

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 N DATE: 9 - 25 - 91

70-3

IN THE UNITED STATES BANKRUPTCY COURT
OF THE VIRGIN ISLANDS
DIVISION OF ST. THOMAS - ST. JOHN - ST. CROIX

IN RE: VIRGIN ISLANDS SEAPLANE SHUTTLE, INC., Debtor.	CHAPTER 11 CASE NO. 188-00005
IN RE: COPY ASSOCIATED CONSULTANTS INTERNATIONAL, Debtor.	CHAPTER 11 CASE NO. 188-00006
VIRGIN ISLANDS SEAPLANE SHUTTLE, INC. and ASSOCIATED CONSULTANTS INTERNATIONAL, Plaintiffs, vs. FRAKES AVIATION, et al. Defendants.	CASE NO. 189-0004 ADVERSARY PROCEEDING

ORDER

The Court, having considered the Motion of the Virgin Islands Seaplane Shuttle, Inc./Associated Consultants, International to approve dismissal of Adversarial Proceeding and to approve Sale of Assets, with Virgin Islands Seaplane Shuttle, Int./Associated Consultants, International reserving the right to reopen said Adversarial Proceeding should the sale of assets located at the Frakes' Aviation facility in Cleburne, Texas, from MHT/C/CIT to Frakes' Aviation, not take place on or before October 31, 1991, it is hereby:

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 N DATE: 9 - 25 - 91

70-2

FFR
2 P
9-23-91

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 N DATE: 9 - 25 - 91

70-1

ORDERED, that Adversary Proceeding No. 189-0004 is dismissed, it is further:

ORDERED, that the sale of assets from MHT/C/CIT to Frakes' Aviation pursuant to that certain Asset Purchase Agreement between MHT/C/CIT and Frakes (the "Agreement") dated as of August 27, 1991, is approved, it is further:

ORDERED that the Trustee is authorized to execute a Bill of Sale in favor of MHT/C/CIT, which Bill of Sale, when executed shall be deemed to transfer the assets (as defined in the agreement) free and clear of all liens and encumbrances.

ORDERED, that this Court will retain jurisdiction over Adversarial Proceeding No. 189-0004 through November 15, 1991 and will reopen this matter in the event VISS/ACI so moves for the reason that the above described sale was not concluded by October 31, 1991. In the event the sale is not concluded by October 31, 1991, or such later date as the Trustee, MHT/C/CIT and Frakes may agree, the foregoing dismissal shall be of no force or effect.

SO ORDERED.

DATED: 8/28/91

WILLIAM F. GINDIN, Judge of the Bankruptcy Court

ATTEST:

ORINN ARNOLD
Clerk of the Court

By: _____
Deputy Clerk

I certify that this is a true copy:

Attest: _____
Clerk of the Bankruptcy Court

By Clerk _____

Date September 10, 1991

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 N DATE: 9 - 25 - 91

70

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 N DATE: 9 - 25 - 91

AOPA AIRCRAFT OWNERS & PILOTS ASSOCIATION

Aircraft & Airmen Records Dept.
Box 19244 Sq W. Station 4 9
Oklahoma City, Ok. 73144

69-1

B 19225
BB SEP 24 '91

CONVEYANCE RECORDED

SEP 24 11 08 AM '91

FEDERAL AVIATION ADMINISTRATION

Do Not Write in this Bloc
FOR FAA USE ONLY
Microfilm Code
2E KP

Release

The undersigned is true and lawful holder of the note or other evidence of indebtedness secured by following:

Aircraft Make and Model	
Cessan G-73	
Aircraft Registration Number N6105S	Aircraft Serial Number J-10
Engine Make and Model	Engine Serial Number
Propeller Make	Propeller Serial Number
Spare Parts and Location	

The conveyance dated: 7-31-84, was executed by: Virgin Islands Seaplane Shuttle, Inc. to Manufacturers Hanover Trust Company 270 Park Avenue, New York, N.Y. 10017 and assigned to: -NA-

This conveyance was recorded by the Federal Aviation Administration on: 9-21-84 and was assigned conveyance number: U86903

I hereby certify and acknowledge that the above described collateral was released from the terms of the conveyance on: December 14, 1989 ✓

A person signing for a corporation must be a corporate office or hold a managerial position and must show his title. A person signing for another should see Parts 47 and 49 of FAA Regulations.

MANUFACTURERS HANOVER TRUST COMPANY
(Name of Secured Party)

SIGNATURE (In Ink) Richard Rossi ✓

TITLE: Vice President ✓

CONVEYANCE NUMBER U86903
FICHE # R-3 PAGE # 49-41

I hereby certify that this is a true and exact copy of the original.
Leni Seago
Aircraft Owners and Pilots Assn.

Acknowledgment (If required by Applicable Local Law)

orig rtd to AOPA

AC Form 8050-41 (11-73) (052-343-9000) U.S. Government Printing Office 1974

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 N DATE: 9 - 25 - 91

49

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
SEP 23 12 08 PM '91
OKLAHOMA CITY
OKLAHOMA

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 N DATE: 9 - 25 - 91

OB No. 04-R0169 Approval Expires Oct. 1977

AOPA
AIRCRAFT OWNERS & PILOTS ASSOCIATION

Aircraft & Airmen Records Dept.
Box 19244 S. W. Station
Oklahoma City, Ok. 73144

68-1

119224
BB SEP 24 '91

CONVEYANCE
RECORDED

SEP 24 11 01 AM '91

FEDERAL AVIATION
ADMINISTRATION

Release
The undersigned is true and lawful holder of the note or other evidence of indebtedness secured by following:

Aircraft Make and Model Grumman G-73	
FAA Registration Number N610SS	Aircraft Serial Number J-10
Engine Make and Model	Engine Serial Number
Propeller Make	Propeller Serial Number
Spare Parts and Location	

Do Not Write in this Block
FOR FAA USE ONLY
Microfilm Code
2E KE

The conveyance dated: 7-31-84, was executed by: Associated Consultants and Supplement No. 1* dated 5-1-85 International Inc. to Manufacturers Hanover Trust Company and assigned to:

This conveyance was recorded by the Federal Aviation Administration on: 9-26-84 *12-19-85 and was assigned conveyance number: E80934 *I27902

I hereby certify and acknowledge that the above described collateral was released from the terms of the conveyance on: DECEMBER 14, 1989

A person signing for a corporation must be a corporate office or hold a managerial position and must show his title. A person signing for another should see Parts 47 and 49 of FAA Regulations.

Manufacturers Hanover Trust Company
(Name of Secured Party)

SIGNATURE (In Ink) [signature] ✓

TITLE: Vice President ✓

SEE RECORDED CONVEYANCE
NUMBER I27902
FICHE # R-4 PAGE # 58-5

I hereby certify that this is a true and exact copy of the original.
[signature]
Aircraft Owners and Pilots Assn.

Acknowledgment (If required by Applicable Local Law)

AC Form 8050-41 (11-73) (052-543-9000) U.S. Government Printing Office 1974

Orig rtd to AOPA

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 N DATE: 9 - 25 - 91

68

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 N DATE: 9 - 25 - 91

09/12/1991 13:29 FROM O'MELVENY & MYERS FAXROOM TO 96972877 P.08
SEP 12 '91 09:44 HOPA ONC OK P.11/

6

19223

BB SEP 24 '91

CONVEYANCE
RECORDED

SEP 24 10 59 AM '91

FEDERAL AVIATION
ADMINISTRATION

DESCRIPTION OF AIRCRAFT:

Manufacturer: Grumman G-73 Serial No.. J-10 N610SS

DISCLAIMER OF INTEREST

The Corporation stated below hereby disclaim any and all purported right, title, or interest in and to the above described aircraft, as indicated by a certain Security Agreement Supplement to FAA Doc. #U86903 dated 7-24-86 filed 7-25-86 by Associated Consultants International favor Manufacturers Hanover Trust Company returned by FAA 9-26-86.

Dated: this 12th day of Sept., 1991.

Richard Peiser
Manufacturers Hanover Trust Company

Vice President
Corporate or Managerial Title

RECORD CD 5.00
0838 002 9/23/91

State of: NEW YORK)
County of: NEW YORK)

Before me, a Notary Public, in and for the above County and State, personally appeared Richard J. Peiser known to me to be the identical persons who signed the within and foregoing instrument. Said person does hereby attest he is duly authorized to execute such instrument on behalf of said corporation and has done so of his free act and deed.

SEAL

Linda McW
Notary Public

My Commission Expires:

LINDA MC WILLIAMS
Notary Public, State of New York
No. 4573493
Qualified in New York County
Commission Expires January 31, 1993

(Seal)

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 # DATE: 9 - 25 - 91

67

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
SEP 23 12 08 PM '91
OKLAHOMA CITY
OKLAHOMA

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 N DATE: 9 - 25 - 91

66-1

OB No. 04-R0169 Approval Expires Oct. 1977

AOPA AIRCRAFT OWNERS & PILOTS ASSOCIATION

Aircraft & Airmen Records Dept.
Box 19244 S. W. Station
Oklahoma City, Ok. 73144

0 0 0 0 0 0 0 0 4 4

119222

BB SEP 24 '91

CONVEYANCE RECORDED

SEP 24 10 45 AM '91

FEDERAL AVIATION ADMINISTRATION

Release
The undersigned is true and lawful holder of the note or other evidence of indebtedness secured by following:

Aircraft Make and Model Grumman G-73	
FAA Registration Number N638SS & 610SS	Aircraft Serial Number J-38 & J-10
Engine Make and Model	Engine Serial Number
Propeller Make	Propeller Serial Number
Spare Parts and Location	

Do Not Write in this Block
FOR FAA USE ONLY
Microfilm Code
2E KE

The conveyance dated: 5-1-85, was executed by: Associated Consultants International (Company) to Manufacturers Hanover Leasing Corporation (Lender) and assigned to: C.I.T. Corporation under separate document executed 1-6-86, filed 10-24-86 (resubmitted 11-25-86) recorded 11-26-86 as FAA Doc. #WW10832

This conveyance was recorded by the Federal Aviation Administration on: 7-1-85 and was assigned conveyance number: H46567

I hereby certify and acknowledge that the above described collateral was released from the terms of the conveyance on: DECEMBER 14, 1989

A person signing for a corporation must be a corporate office or hold a managerial position and must show his title. A person signing for another should see Parts 47 and 49 of FAA Regulations.

The CIT Group/Equipment Financing, Inc.
(Name of Secured Party)

SIGNATURE (In Ink) [signature]

TITLE: Vice-President

CONVEYANCE
NUMBER H46567
FICHE # R-4 PAGE # 57-1

Acknowledgment (If required by Applicable Local Law)

AC Form 8050-41 (11-73) (052-543-9000) U.S. Government Printing Office 1974

TOTAL P.05

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 N DATE: 9 - 25 - 91

44



CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
SEP 23 12 08 PM '91
CITY
OKLAHOMA

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 N DATE: 9 - 25 - 91

65-1

OB No. 04-R0169 Approval Expires Oct. 1977

AOPA AIRCRAFT OWNERS & PILOTS ASSOCIATION

Aircraft & Airmen Records Dept.
Box 19244 S. W. Station
Oklahoma City, Ok. 73144

0 0 0 0 0 4 3

119221
BB SEP 24 '91

CONVEYANCE RECORDED

SEP 24 10 44 AM '91

FEDERAL AVIATION ADMINISTRATION

Release
The undersigned is true and lawful holder of the note or other evidence of indebtedness secured by following:

Aircraft Make and Model: Grumman G73	
FAA Registration Number: N638SS & N610SS	Aircraft Serial Number: J-38 & J-10
Engine Make and Model	Engine Serial Number
Propeller Make	Propeller Serial Number
Spare Parts and Location	

Do Not Write in this Block
FOR FAA USE ONLY
Microfilm Code
2E KE

The conveyance dated: 5-1-85, was executed by: Associated Consultants International to Manufacturers Hanover Leasing Corporation and assigned to: C.I.T. Corporation, by separate document executed 1-6-86 filed 10-24-86 (resubmitted 11-25-86) recorded 11-26-8[illegible] as FAA Doc. #WW10832

This conveyance was recorded by the Federal Aviation Administration on: 7-1-85 and was assigned conveyance number: H465[illegible]

I hereby certify and acknowledge that the above described collateral was released from the terms of the conveyance on: DECEMBER 14, 1989

A person signing for a corporation must be a corporate office or hold a managerial position and must show his title. A person signing for another should see Parts 47 and 49 of FAA Regulations.

The CIT Group/Equipment Financing, Inc.
(Name of Secured Party)

SIGNATURE (In Ink) [signature]

TITLE: [signature]

SEE RECORDED CONVEYANCE
NUMBER H46565
FICHE # R-4 PAGE # 55-1

Acknowledgment (If required by Applicable Local Law)

AC Form 8050-41 (11-73) (052-543-9000) U.S. Government Printing Office 1974

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 N DATE: 9 - 25 - 91

65



CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
SEP 23 12 08 PM '91

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 N DATE: 9 - 25 - 91

OE Nov 84 N6109 Approval Expires Oct. 1977

64-1

AOPA
AIRCRAFT OWNERS & PILOTS ASSOCIATION

Aircraft & Airmen Records Dept.
Box 19244 S. W. Station
Oklahoma City, Ok. 73144

0 0 0 0 0 0 6 4 2

Release

The undersigned is true and lawful holder of the note or other evidence of indebtedness secured by following:

Aircraft Make and Model	Grumman G73
FAA Registration Number N638SS and N610SS	Aircraft Serial Number J-38 and J-10
Engine Make and Model	Engine Serial Number
Propeller Make	Propeller Serial Number
Spare Parts and Location	

119220

BB SEP 24 '91

CONVEYANCE RECORDED

SEP 24 10 19 AM '91

FEDERAL AVIATION ADMINISTRATION

Do Not Write in this Block
FOR FAA USE ONLY
Microfilm Code
2E KE

The conveyance dated: 7-31-84 and Amendment* 7-24-86, was executed by: Associated Consultants International to Manufacturers Hanover Trust Company 270 Park Avenue, NY, NY and assigned to: NA

This conveyance was recorded by the Federal Aviation Administration on: 9-26-84 *9-25-86 and was assigned conveyance number: E80934 *N77922

I hereby certify and acknowledge that the above described collateral was released from the terms of the conveyance on: DECEMBER 14, 1989

A person signing for a corporation must be a corporate office or hold a managerial position and must show his title. A person signing for another should see Parts 47 and 49 of FAA Regulations.

MANUFACTURERS HANOVER TRUST COMPANY
(Name of Secured Party)

SIGNATURE (In Ink) [signature]

TITLE: Vice President

SEE RECORDED CONVEYANCE NUMBER ~~E80933~~ N77922
FICHE # R-4 PAGE # 62-1

I hereby certify that this is a true and exact copy of the original.
René Seager
Aircraft Owners and Pilots Assn.

Acknowledgment (If required by Applicable Local Law)

AC Form 8050-41 (11-73) (052-543-9000) U.S. Government Printing Office 1974

Orig rtd to AOPA

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 N DATE: 9 - 25 - 9

94

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
SEP 23 12 08 PM '91
OKLAHOMA CITY
OKLAHOMA

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 1-9-87

63-9

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
CROSS-REFERENCE—RECORDATION

SEE CONVEYANCE NO.
FILING DATE:

This form is to be used in cases where a conveyance covers several aircraft and engines, propellers, or locations. File original of this form with the recorded conveyance and a copy in each aircraft folder involved.

TYPE OF CONVEYANCE R-4 Page 55-1 Sale and assignment to Doc H46565	DATE EXECUTED 1-1-86
FROM R-4 Page 57-1 Manufacturers Hanover Leasing Corp.	DOCUMENT NO. WW10832
TO OR ASSIGNED TO C.I.T. Corporation	DATE RECORDED 11-26-86

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

AIRCRAFT (List by registration number) — TOTAL NUMBER INVOLVED 27

See attached List

ENGINES — TOTAL NUMBER INVOLVED 41

MAKE(S) See attached List — SERIAL NO. See attached List

PROPELLERS — TOTAL NUMBER INVOLVED 8

MAKE(S) See attached List — SERIAL NO. See attached List

SPARE PARTS – LOCATIONS — TOTAL NUMBER INVOLVED

LOCATION

RECORDED CONVEYANCE FILED IN: N4113U Pipe PA-31-350
Serial # 31-8352023

AC FORM 8050-23 (10-78) (0052-00-582-6000) FAA AC 74-3985

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 1-9-87

63-8

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 1-9-87

63-7

#1 N 4113U

#2 N144AW — Pratt & Whitney JT8D-9A
serial # P674564B
P656065B

#3 N900T
formerly 202FJ — Garrett AiResearch TFE731-2C
serial # P-73425
P-73401

#4 N320TR
formerly 807GA — Rolls Royce MK511-8 Spey
serial # 8996
8999

#5 N601BA
formerly 125GS — Rolls Royce Bristol Viper
Mark 601/22B
serial # VL601182
VL601036

#6 N58CM — Garrett AiResearch
TFE731-3R-1D
serial # 83254
83245

#7 N77FK — Garrett AiResearch
TFE 731-3A-2B
serial # P94120
P94117

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 1-9 87

63-6

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 1-9-87

#8 N774GF
formerly 710BS
Garrett AiResearch 731
serial # P84464
P84482

#9 N273G
Garrett Electric CFM-34-1A
serial # 350102
350103

#10 N61MS
formerly 708BW
Garrett AiResearch
TFE-731-3H
serial # P-80283
P-80284

#11 N346P
Garrett TFE 731-2-1C
serial # P13515
P13516

#12 N901SB
Garrett AiResearch
ATF3-6A-4C
serial # P20124
P20125

#13 N888MC
Rolls Royce Spey MK 511-8
serial # 11117
11119

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 1-9-87

63-4

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 1-9-87

#14 N1046B Eng: Rolls Royce Dyna 515/10
serial # 6045
6008
6509
7531

Prop DeHavilland TD 22 81-47612
serial # 42-4068
42-4105
42-4059
42-4062

#15 N2729L

#16 N9945S Eng- Garrett Airesearch
TPE 33-10-501K
serial # P38224
P38226

Prop Dowty Rotol
(C) R306/3-12-F/7
serial # DRG 200/80
DRG 198/80

#17 N55T Eng Pratt & Whitney PT-6A-41
serial # PCE 80619
PCE 80632

Prop Hartzell HC-BC TN-3G
serial # BTL 9849
BTL 10690

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 1-9-87

63-2

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 1-9-87

#19 N150YA — Garrett TPE331-6-252B
serial # 27255
27257

#20 N187AT — Rolls Royce 2B211-22B-02
serial # 10219
10274
10323

#21 N609SS
610SS
632SS
638SS — Pratt & Whitney PT-6-34
serial # PCE 56822
PCE 57100
PCE 56095
PCE 56096

#22 N604SS
611SS
628SS
655SS

#23 N609SS
632SS
638SS
610SS

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 1-9-87

AIRCRAFT REGISTRY
CAMERA — DATE: 9-30-86

62-1

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

CROSS-REFERENCE—RECORDATION

SEE CONVEYANCE NO.
FILING DATE:

This form is to be used in cases where a conveyance covers several aircraft and engines, propellers, or locations. File original of this form with the recorded conveyance and a copy in each aircraft folder involved.

TYPE OF CONVEYANCE	DATE EXECUTED
Amendment to E80934 Aircraft Mort. + SA	7-24-86
FROM	**DOCUMENT NO.**
Associated Consultants International	N77922
TO OR ASSIGNED TO	**DATE RECORDED**
Manufacturers Hanover Trust Co.	9-25-86

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

AIRCRAFT (List by registration number) — TOTAL NUMBER INVOLVED 4

N60955 formerly N123DF
N63255 " N298GB
N63855 " N7338
N61055 " N26DF

ENGINES	TOTAL NUMBER INVOLVED
MAKE(S)	SERIAL NO.
PROPELLERS	**TOTAL NUMBER INVOLVED**
MAKE(S)	SERIAL NO.
SPARE PARTS – LOCATIONS	**TOTAL NUMBER INVOLVED**
LOCATION	

RECORDED CONVEYANCE FILED IN: N60955, Grumman G-73, SN J-9

AC FORM 8050-23 (10-78) (0052-00-582-8000)

FAA AC 74-3985

FAA AIRCRAFT REGISTRY
CAMERA NO. 1 DATE: 9-30-86

62

FAA AIRCRAFT REGISTRY
CAMERA NO. 7 DATE: 9-30-86

Retain 61-1

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AERONAUTICAL CENTER
P.O. BOX 25504
OKLAHOMA CITY, OKLAHOMA 73125

DATE: 9-25-86
IN REPLY REFER TO: AAC-250; N 61055

SUBJECT: Return of documents

FROM: FAA Aircraft Registry

TO: Daugherty, Bradford, Fowler & Moss
c/o Dan Fowler
Public Documents Room

☐ The release received _____ describing a security conveyance dated _____ from _____ to _____ and assigned to _____ is returned as the conveyance described has not been recorded with the FAA Aircraft Registry. A release is not acceptable unless the security instrument to which it refers is recorded.

☑ The Amendment to SA #486903 received 7-25-86, dated 7-24-86 from Virgin Islands Seaplane Shuttle Inc to ~~Manufacturers Hanover Trust Company~~ and assigned to NA is returned. ~~A security instrument is not acceptable for recording unless the debtor is the owner of the aircraft on the date the instrument is executed, as shown by the documents on file with the FAA Aircraft Registry. Our~~ Our records show Aircraft Mortgage & Security Agreement FAA Conveyance No. 486903 was released by FAA Conveyance No. L 27901.

Nara Hearon
Conveyances Examiner

Enclosure
Amend. #2489 (orig & certfy cy)

AC Form 8050-68 (5-75) (0052-00-547-4003) Supersedes previous edition
FAA AC 76-8374

FAA AIRCRAFT REGISTRY
CAMERA NO. 9 DATE: 9-30-86

61

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AERONAUTICAL CENTER
P.O. BOX 25504
OKLAHOMA CITY, OKLAHOMA 73125

DATE:

IN REPLY REFER TO: AAC-250: N [illegible]

SUBJECT: Return of documents

FROM: FAA Aircraft Registry

TO:

☐ The release received _____ describing a security conveyance dated _____ from _____ to _____ and assigned to _____ is returned as the conveyance described has not been recorded with the FAA Aircraft Registry. A release is not acceptable unless the security instrument to which it refers is recorded.

☐ The _____ received _____, dated _____ from _____ to _____ and assigned to _____ is returned. A security instrument is not acceptable for recording unless the debtor is the owner of the aircraft on the date the instrument is executed, as shown by the documents on file with the FAA Aircraft Registry. Our records show _____.

Conveyance Examiner

Enclosure

AC Form 8050-68 (5-75) (0052-00-547-4005) Superseded previous edition
FAA AC 70-0274

FAA AIRCRAFT REGISTRY
CAMERA NO. DATE: 1-8-86

60-1

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
CROSS-REFERENCE—RECORDATION

SEE CONVEYANCE NO.
FILING DATE:

This form is to be used in cases where a conveyance covers several aircraft and engines, propellers, or locations. File original of this form with the recorded conveyance and a copy in each aircraft folder involved.

TYPE OF CONVEYANCE	DATE EXECUTED
AMENDMENT TO LEASES — CONVEYANCE #'S H46582, H46583	9-30-85
FROM ASSOCIATED CONSULTANTS INTERNATIONAL — LESSOR	**DOCUMENT NO.** I 27946
TO OR ASSIGNED TO VIRGIN ISLANDS SEAPLANE SHUTTLE INC — LESSEE	**DATE RECORDED** 12-23-85

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

AIRCRAFT (List by registration number) — TOTAL NUMBER INVOLVED 7

ENGINES — TOTAL NUMBER INVOLVED 4

MAKE(S): PRATT & WHITNEY PT6A-34

SERIAL NO.: PCE 57208, PCE 57209, PCE 57254, PCE 57255

PROPELLERS — TOTAL NUMBER INVOLVED

MAKE(S)

SERIAL NO.

SPARE PARTS – LOCATIONS — TOTAL NUMBER INVOLVED

LOCATION

RECORDED CONVEYANCE FILED IN: X 6385S GRUMMAN G73 S/N J38

AC FORM 8050-23 (10-78) (0052-00-582-0000) FAA AC 74-3985

FAA AIRCRAFT REGISTRY
CAMERA NO. 1 DATE: 1-8-86

60

FAA AIRCRAFT REGISTRY
CAMERA NO. / DATE: 1-8-86

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I 27901

(FILING COPY) 59-1

58750504DR0041G

EXECUTION COPY

CONVEYANCE RECORDED

DEC 19 10 01 AM '85

FEDERAL AVIATION ADMINISTRATION

RELEASE OF AIRCRAFT FROM MORTGAGE

Manufacturers Hanover Trust Company ("MHTC"), as lender under that certain Credit Agreement, dated as of July 31, 1984 (as the same may be amended, modified or supplemented from time to time (the "Credit Agreement"), among Virgin Islands Seaplane Shuttle, Inc., a United States Virgin Islands corporation ("VISSI"), Associated Consultants International, a United States Virgin Islands general partnership, and MHTC, for good and valid consideration, receipt of which hereby is acknowledged, does hereby release one (1) Grumman Turbo-Mallard aircraft bearing manufacturer's serial number J-10 and Federal Aviation Administration Registration Mark N610SS (formerly N26DF) from the lien of that certain Aircraft Mortgage and Security Agreement, dated as of July 31, 1984, made by VISSI in favor of MHTC, which was Recorded by the Federal Aviation Administration on September 24, 1984 And Assigned Conveyance No. U86903.

Dated as of May 1, 1985.

MANUFACTURERS HANOVER TRUST COMPANY

By: [signature]

CERT COPY RTD FOWLER PD.RM

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY

Nov 27 4 12 PM '85

OKLAHOMA CITY
OKLAHOMA

FAA AIRCRAFT REGISTRY
CAMERA NO. 1 DATE: 1-8-86

FAA AIRCRAFT REGISTRY
CAMERA NO. / DATE: 1-8-86

I 2 7 8 0 2 0 0 0 3 4 (FILING COPY)

58-5

57525199DR0044G

EXECUTION COPY

CONVEYANCE
RECORDED

DEC 19 10 22 AM '85

FEDERAL
AVIATION
ADMINISTRATION

AIRCRAFT MORTGAGE AND
SECURITY AGREEMENT SUPPLEMENT NO. 1

AIRCRAFT MORTGAGE AND SECURITY AGREEMENT SUPPLEMENT NO. 1, dated as of May 1, 1985, of Associated Consultants International, a United States Virgin Islands general partnership (herein called the "Grantor"), under the Aircraft Mortgage and Security Agreement, dated as of July 31, 1984*(herein called the "Agreement"), between the Grantor and Manufacturers Hanover Trust Company (the "Mortgagee").

W I T N E S S E T H :

WHEREAS, the Agreement provides for the execution and delivery from time to time of Supplements thereto substantially in the form hereof, each of which shall particularly describe an Aircraft (such term and other defined terms in the Agreement being herein used with the same meanings) included in the property covered by the Agreement and shall specifically mortgage such Aircraft to the Mortgagee; and

WHEREAS, the Agreement relates to each Aircraft and the Engines described in the following paragraph and a counterpart of the Agreement is attached hereto and made a part hereof, and the Agreement, together with such attachments, is being filed for recordation on or promptly after the date hereof with the Federal Aviation Administration, as one document;

NOW, THEREFORE, This Supplement Witnesseth, that, to secure (i) the prompt payment of the principal of, and interest on, all of the Obligations from time to time outstanding under the Agreement and of all other amounts payable to the Mortgagee under the Agreement, (ii) the performance and observance by the Grantor of all the agreements, covenants and provisions in the Agreement, and in consideration of the premises and of the covenants contained in the Agreement, and of the sum of $1.00 paid to the Grantor by the Mortgagee at or before the delivery hereof, the receipt whereof is hereby acknowledged, the

* which was recorded by the Federal Aviation Administration ON September 26, 1984 and Assigned Conveyance No. E80934.

CERT CPY RTD TO FOWLER PDPM
0052 12/3/85 $5.00 Fowler

FAA AIRCRAFT REGISTRY
CAMERA NO. / DATE: 1- 8- 86

58-4

FAA AIRCRAFT REGISTRY
CAMERA NO. 1 DATE: 1-8-86

583

Grantor has granted, bargained, sold, assigned, transferred, conveyed, mortgaged, pledged, granted a security interest in and confirmed and does hereby grant, bargain, sell, assign, transfer, convey, mortgage, pledge, grant a security interest in and confirm the following described Grumman Turbo-Mallard Aircraft (the "Mortgaged Aircraft") consisting of the following components:

airframe: FAA Registration Mark N610SS (formerly N26DF), manufacturer's serial number J-10.
Grumman G-73 Aircraft

TO HAVE AND TO HOLD all and singular the aforesaid property unto the Mortgagee, its successors and assigns, for the uses and purposes and subject to the terms and provisions set forth in the Agreement.

This Supplement shall be construed as supplemental to the Agreement and shall form a part of such Agreement, and the Agreement is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

This Supplement is intended for delivery in the State of New York.

This Supplement may be executed by the Grantor and the Mortgagee in separate counterparts, each of which when so executed and delivered is an original, but all such counterparts shall together constitute but one and the same Supplement.

FAA AIRCRAFT REGISTRY
CAMERA NO. / DATE: 1-8-86

FAA AIRCRAFT REGISTRY
CAMERA NO. 1 DATE: 1-8-86

AND, FURTHER, the Grantor hereby acknowledges that the Mortgaged Aircraft has been delivered to the Grantor and is included in the property of the Grantor covered by all the terms and conditions of the Agreement.

IN WITNESS WHEREOF, the Grantor and the Mortgagee have each caused this Supplement to be duly executed by their respective officers thereunto duly authorized, as of the day and year first above written.

ASSOCIATED CONSULTANTS INTERNATIONAL

By: _____
a general partner

_____
a general partner

MANUFACTURERS HANOVER TRUST COMPANY

By: _____
Title: Assistant Vice President

FAA AIRCRAFT REGISTRY
CAMERA NO. 1 DATE: 7-8-80

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 N DATE: 10-10-85

57-1

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
CROSS-REFERENCE—RECORDATION

SEE CONVEYANCE NO.
FILING DATE:

This form is to be used in cases where a conveyance covers several aircraft and engines, propellers, or locations. File original of this form with the recorded conveyance and a copy in each aircraft folder involved.

TYPE OF CONVEYANCE	DATE EXECUTED
Security Agreement	5-1-85
FROM	**DOCUMENT NO.**
Associated Consultants International	H46562
TO OR ASSIGNED TO	**DATE RECORDED**
Manufacturers Hanover Leasing Corp.	7-1-85

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

AIRCRAFT (List by registration number)	TOTAL NUMBER INVOLVED 4

N609SS
N632SS
N638SS
N610SS

37-1

ENGINES	TOTAL NUMBER INVOLVED
MAKE(S)	SERIAL NO.
PROPELLERS	**TOTAL NUMBER INVOLVED**
MAKE(S)	SERIAL NO.
SPARE PARTS – LOCATIONS	**TOTAL NUMBER INVOLVED**
LOCATION	

RECORDED CONVEYANCE FILED IN: N609SS Grumman G-73 S/N J-9

AC FORM 8050-23 (10-78) (0052-00-582-6000) FAA AC 80-05807

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 10-10-85

57

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 10-10-85

VOID

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 7-5-85

56-1

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
CROSS-REFERENCE—RECORDATION

SEE CONVEYANCE NO.
FILING DATE:

This form is to be used in cases where a conveyance covers several aircraft and engines, propellers, or locations. File original of this form with the recorded conveyance and a copy in each aircraft folder involved.

TYPE OF CONVEYANCE	DATE EXECUTED
Lease Agreement & Amendment	8-28-84
FROM — Lessor: Associated Consultants International	DOCUMENT NO. H46582
TO OR ASSIGNED TO — Lessee: Virgin Islands Seaplane Shuttle, Inc.	DATE RECORDED 7-2-85

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

AIRCRAFT (List by registration number)	TOTAL NUMBER INVOLVED 2
N6385S N6105S	

ENGINES	TOTAL NUMBER INVOLVED
MAKE(S)	SERIAL NO.
PROPELLERS	TOTAL NUMBER INVOLVED
MAKE(S)	SERIAL NO.
SPARE PARTS – LOCATIONS	TOTAL NUMBER INVOLVED
LOCATION	

RECORDED CONVEYANCE FILED IN: N6385S, Brimman A-23; S/N J38

AC FORM 8050-23 (10-78) (0052-00-582-6000) FAA AC 80-05807

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 7-5-85

56

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 7-5-85

55-1

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
CROSS-REFERENCE—RECORDATION

SEE CONVEYANCE NO.
FILING DATE:

This form is to be used in cases where a conveyance covers several aircraft and engines, propellers, or locations. File original of this form with the recorded conveyance and a copy in each aircraft folder involved.

TYPE OF CONVEYANCE: Mortgage & Security Agreement
DATE EXECUTED: 5-1-85
FROM: Associated Consultants International
DOCUMENT NO.: H46565
TO OR ASSIGNED TO: Manufacturers Hanover Leasing Corp.
DATE RECORDED: 7-1-85

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

AIRCRAFT (List by registration number)
TOTAL NUMBER INVOLVED: 4

N60955
N63255
N61055
N63855

ENGINES
TOTAL NUMBER INVOLVED: 4
MAKE(S): Pratt & Whitney PT-6-34
SERIAL NO.: PCE56822, PCE57100, PCE56095, PCE56096

PROPELLERS
TOTAL NUMBER INVOLVED:
MAKE(S):
SERIAL NO.:

SPARE PARTS – LOCATIONS
TOTAL NUMBER INVOLVED:
LOCATION:

RECORDED CONVEYANCE FILED IN: N60955, Grumman G-73, S/N J-9

AC FORM 8050-23 (10-78) (0052-00-582-6000)

FAA AC 80-05807

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 7-5-85





FAA AIRCRAFT REGISTRY
CAMERA NO. 4 DATE: 3-26-85

FORM APPROVED OMB NO. 04-R0076

0 0 0 0 0 1 3 0 2 54-1

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 26DF GLOSS

AIRCRAFT MANUFACTURER & MODEL
GRUMMAN G-73

Y 030585

AIRCRAFT SERIAL No.
J10

FOR FAA USE ONLY

TYPE OF REGISTRATION (Check one box)

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

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

ASSOCIATED CONSULTANTS INTERNATIONAL

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: SEAPLANE RAMP

Rural Route: P.O. Box:

CITY	STATE	ZIP CODE
CHRISTIANSTED, ST.CROIX	U.S.VIRGIN ISLANDS	00820

☐ 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:
Check one as appropriate

a. ☒ A citizen of the United States;

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

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

(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.

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK

SIGNATURE	TITLE	DATE
[signature]	PARTNER	12-28-84
[signature]	PARTNER	12-28-84
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.

AC FORM 8050-1 (11-79) (0052-00-628-9005) SUPERSEDES PREVIOUS EDITION

FAA AIRCRAFT REGISTRY
CAMERA NO. 4 DATE: 3-26-85

54

FAA AIRCRAFT REGISTRY
CAMERA NO. 4 DATE: 3-26-85

FORM APPROVED: OMB NO. 02-R0078

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION — FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE

0 0 0 0 0 1 3 0 1 53-1
Y 1 8 0 9 8

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

UNITED STATES REGISTRATION NUMBER: N 26DF

AIRCRAFT MANUFACTURER & MODEL: GRUMMAN G-73

AIRCRAFT SERIAL No.: J10

DOES THIS 28th DAY OF Dec. 1984 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:

CONVEYANCE RECORDED
MAR 5 10 50 AM '85
FEDERAL AVIATION ADMINISTRATION
Do Not Write In This Block FOR FAA USE ONLY

PURCHASER

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

ASSOCIATED CONSULTANTS INTERNATIONAL
SEAPLANE RAMP
CHRISTIANSTED, ST. CROIX
U.S. VIRGIN ISLANDS 00820

DEALER CERTIFICATE NUMBER

ACS

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 HAVE SET HAND AND SEAL THIS 28th DAY OF Dec 84

SELLER

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

6:54 PM 7322 0 255 5.00 REG A 01/30/85

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

6:54 PM 7322 0 255 5.00 REG A 01/30/85

ORIGINAL: TO FAA

AC FORM 8050-1 (8-76) (0052-629-0002)

FAA AIRCRAFT REGISTRY
CAMERA NO. 4 DATE: 3-26-85

FORM APPROVED OMB NO. 04-R0015

0 0 0 0 0 1 3 0 2 54-1

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 76DF 6055

AIRCRAFT MANUFACTURER & MODEL GRUMMAN G-73

AIRCRAFT SERIAL No. J10

Y 080585

FOR FAA USE ONLY

TYPE OF REGISTRATION (Check one box)

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

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

ASSOCIATED CONSULTANTS INTERNATIONAL

ADDRESS (Permanent mailing address for first applicant listed)

Number and street: SEAPLANE RAMP

Rural Route: P.O. Box:

CITY: CHRISTIANSTED, ST.CRO U.S.VIRGIN ISLANDS ZIP CODE: 00820

☐ 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).

I/WE CERTIFY:

(1) That the above aircraft is owned by the undersigned applicant, who is:
Check one as appropriate

a. ☒ A citizen of the United States;

b. ☐ A resident alien, with alien registration (Form I-151 or Form I-551) No. _____

c. ☐ A foreign-owned corporation organized and doing business under the laws of _____ 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.

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK

SIGNATURE	TITLE	DATE
[signature]	PARTNER	12-28-84
[signature]	PARTNER	12-28-84
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.

AC FORM 8050-1 (11-79) (0052-00-688-0002) SUPERSEDES PREVIOUS EDITION

VOID

FAA AIRCRAFT REGISTRY
CAMERA NO. 4 DATE: 3-26-85

54

VOID

FAA AIRCRAFT REGISTRY
CAMERA NO. 4 DATE: 3-26-85

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION

FORM APPROVED: OMB NO. 53-1

0 0 0 0 1 3 0 1 1 0 0 9 8

AIRCRAFT BILL OF SALE

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

UNITED STATES REGISTRATION NUMBER N 26DF

AIRCRAFT MANUFACTURER & MODEL GRUMMAN G-73

AIRCRAFT SERIAL No. J10

DOES THIS 28th DAY OF Dec. 1984 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:

CONVEYANCE RECORDED
Mar 5 10 50 AM '85
FEDERAL AVIATION ADMINISTRATION
Do Not Write In This Block FOR FAA USE ONLY

PURCHASER

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

AS[illegible]ED CONSULTANTS INTERNATIONAL
SEA[illegible] RAMP
CHR[illegible]NSTED, ST. CROIX
U.S[illegible]GIN ISLANDS 00820

DEALER CERTIFICATE NUMBER

AND TO ITS EXECUTORS, ADM[illegible] SINGULARLY THE SAID AIRCRAFT FO[illegible] HOLD

IN TESTIMONY WHEREOF HAVE SE[illegible] THIS 28[illegible] 84

SELLER

NAME (S) OF SELLER (TYPED OR PRINTED)	[illegible]	[illegible]
Virgin Island Seaplane Shuttle Inc	[signature]	President
	4:54 PM 7222	5.00 REG 4 01/30/85

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

ORIGINAL: TO FAA 4:54 PM 7222 5.00 REG 4 01/30/85

AC FORM 8050-2 (8-76) (0002-629-0000)

VOID

FAA AIRCRAFT REGISTRY
CAMERA NO. 4 DATE: 3-26-85

JAN 29 3 30 PM '85
FAA AIRCRAFT REGISTRY

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 2-15-85

27 FEB 14 1985
NUMBER CHANGED TO 61055 52-1

U.S. Department of Transportation
Federal Aviation Administration

ASSIGNMENT OF SPECIAL REGISTRATION NUMBERS

Special Registration Number: N 61055

Aircraft Make and Model: GRUMMAN G-73

Present Registration Number: N 260F

Serial Number: J-10 3951802

VIRGIN ISLAND SEAPLANE SHUTTLE INC
7 KING STREET
CHRISTIANSTED VI 00820

Issue Date: JAN. 16, 1985

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 field office.

The latest FAA Form 8130-6 on file is dated: C32979

The airworthiness classification and category: TRANSPORT

SIGN AND RETURN THE ORIGINAL of this form to the FAA Aircraft Registry, within 5 days after placing the special registration number on the aircraft. A revised certificate will then be issued. Unless this authority is used and this office so notified, the authority for use of the special number will expire on JAN. 16, 1986

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

Signature of Owner: [signature]

Title of Owner: President

Date Placed on Aircraft: JANUARY 29, 1985

RETURN FORM TO:
FAA Aircraft Registry
P.O. Box 25504
Oklahoma City, Oklahoma 73125

BELOW THIS POINT FOR FAA USE ONLY

1. ☐ FP 2. ☐ NF NAME

ADDRESS

CITY FC ZIP EMP CODE DATE

AC Form 8050-64 (11-82)

CAMERA NO. 3 DATE: 2-15-85

.52

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY

JAN 31 1 52 PM '85

OKLAHOMA CITY
OKLAHOMA

CAMERA NO. 3 DATE: 2-15-85

51-1

N26DF

64

6 DEC 6 1984

61055

VIRGIN ISLANDS SEAPLANE SHUTTLE INC.

November 28, 1984

FEB 14 1985

NUMBER CHANGED TO 61055

F.A.A. Aircraft Registry
P.O. Box 25504
Oklahoma City, Oklahoma 73125

Gentlemen:

This letter will serve as authorization for Mr. Fred Frakes, President of Frakes Aviation, Cleburne, Texas, to act in behalf of Virgin Islands Seaplane Shuttle, Inc. (VISS) and Associated Consultants International (ACI) for the purpose of changing F.A.A. registration numbers on the following aircraft:

Serial #	Current Reg.	Change to	Owner
J9	N123DF	N609SS	ACI
J10	N26DF	N610SS	VISS
J32	N298GB	N632SS	ACI
J38	N7338	N638SS	ACI

All of the above aircraft are Grumman G-73's.

Thank you for your cooperation.

Sincerely yours,

Michael Braunstein, President
Associated Consultants International
Virgin Islands Seaplane Shuttle, Inc.

MBB/msk

03 29 99 +

SEAPLANE RAMP CHRISTIANSTED ST. CROIX U.S. VIRGIN ISLANDS 00820 (809) 773-3590

CAMERA NO. 3 DATE: 2-15-85

FAA AIRCRAFT REGISTRY
CAMERA NO. 4 DATE: 1-21-85

50-1

MEMORANDUM TO THE FILE

AIRCRAFT N 26DF JAN 16 1985

DOCUMENT RETURNED _____ (date)

Date received _____

RFNO _____

Reason returned _____

_____

_____

DUPLICATE CERTIFICATE ISSUED _____ (date)

REVISED CERTIFICATE ISSUED JAN 16 1985 (date)

Address changed to:

Street _____

City _____

State Virgin Islands Zip 00820

* AS APPEARS ON REG APP.

JAN 16 1985

Aircraft description change:

N number _____

Serial number _____

Make _____

Model _____ (MMC _____)

Reason: ☐ N number change ☐ FAA 8130-6

JAN 16 1985 ☑ Other: Cancelled (64) returned with incorrect address & re-issued with correct address

FAA AIRCRAFT REGISTRY
CAMERA NO. 4 DATE: 1-21-85

FAA AIRCRAFT REGISTRY
CAMERA NO. N4 DATE: 9-25-84

000001117 49-41

#86903

AIRCRAFT MORTGAGE AND SECURITY AGREEMENT, dated as of July 31, 1984, made by VIRGIN ISLANDS SEAPLANE SHUTTLE, INC., a United States Virgin Islands Corporation (the "Grantor") with its chief executive office and chief place of business at Seaplane Ramp, Christiansted, St. Croix, United States Virgin Islands, in favor of MANUFACTURERS HANOVER TRUST COMPANY, a New York banking corporation (the "Mortgagee").

CONVEYANCE RECORDED SEP 21 8 32 AM '84 FEDERAL AVIATION ADMINISTRATION

W I T N E S S E T H :

WHEREAS, the Mortgagee has agreed to make loans to the Grantor and Associated Consultants International from time to time in an aggregate principal amount of up to $5,625,000 pursuant to the Credit Agreement dated as of July 31, 1984, among Associated Consultants International, the Grantor and the Mortgagee (as the same may be amended, modified or supplemented from time to time, the "Agreement") (together with any extensions, replacements, refinancings or renewals thereof, the "Loans") and such Loans will be evidenced by three promissory notes of the Grantor and Associated Consultants International payable to the order of the Mortgagee (such notes, together with any extensions, replacements or renewals of any thereof, the "Notes"); and

WHEREAS, it is a condition precedent to the making of the Loans that the Grantor shall have executed and delivered this Mortgage to the Mortgagee;

NOW THEREFORE, in consideration of the premises and in order to induce the Mortgagee to make the Loans and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor hereby agrees with the Mortgagee for its benefit as follows:

ARTICLE I

CERTAIN DEFINITIONS

SECTION 1.01. Definitions. Terms defined in the Agreement or in the Preamble hereto shall have the respective meanings ascribed to them therein and the following terms shall have the following defined meanings:

"Act" means the Federal Aviation Act of 1958, as amended, together with the Aviation Regulations of the

Cert Cpy to Gadder 0960 8/30/84 5.00

FAA AIRCRAFT REGISTRY
CAMERA NO. N4 DATE: 9-25-84

CONVEYANCE FILED WITH
FAA
AUG 30 12 45 PM '84
OKLAHOMA CITY, OKLA.

FAA AIRCRAFT REGISTRY
CAMERA NO. N4 DATE: 9-25-84

Federal Aviation Administration, as the same may be in effect from time to time.

"Aircraft" means collectively each Airframe and the Engines described or designated in Exhibit A hereto and in any supplement now or hereafter delivered in substantially the form of Exhibit B hereto describing such Airframe and describing such Engines as the Engines mortgaged hereunder in connection with such Airframe for the purposes of this Mortgage, whether or not such Engines shall be (when mortgaged hereunder or at any time and from time to time thereafter) installed on such Airframe.

"Airframe" means each airframe (that is, an aircraft except for the Engines or engines from time to time installed thereon) mortgaged hereunder and described or designated in Exhibit A hereto and in any supplement now or hereafter delivered in substantially the form of Exhibit B hereto, together with, in the case of each airframe referred to above, any and all Parts so long as the same shall be either incorporated or installed in or attached to such airframe or required to be subject to the Lien of this Mortgage as provided in Section 3.04(iv) hereof.

"Engine" means each aircraft engine mortgaged hereunder and described or designated in Exhibit A hereto and in any supplement now or hereafter delivered in substantially the form of Exhibit B hereto, together with, in the case of each aircraft engine referred to above, any and all Parts so long as the same shall be either incorporated or installed in or attached to such aircraft engine or required to be subject to the Lien of this Mortgage as provided in Section 3.04(iii) hereof.

"Event of Loss" means any of the following events with respect to any property:

(i) loss of such property or of the use thereof due to theft, disappearance, destruction, damage beyond repair or rendition of such property permanently unfit for normal use for any reason;

(ii) any damage to such property which results in an insurance settlement with respect to such property on the basis of a total loss;

FAA AIRCRAFT REGISTRY
CAMERA NO. N4 DATE: 9-25-84

FAA AIRCRAFT REGISTRY
CAMERA NO. N4 DATE: 9-25-84

(iii) the condemnation, confiscation or seizure of, or requisition of title to or use of, such property by private persons or governmental or purported governmental authority, excluding, however, requisition for use by the United States or any instrumentality or agency thereof;

(iv) as a result of any rule, regulation, order or other action by the Federal Aviation Administration, the Civil Aeronautics Board or other governmental body having jurisdiction, the use of such property in the normal course of interstate air transportation shall have been prohibited for a period of six consecutive months; or

(v) the operation or location of such property, while under requisition for use by the United States or any instrumentality or agency thereof, in any area excluded from coverage by any insurance policy in effect with respect to such property, if the Grantor shall be unable to obtain indemnity in lieu thereof from the United States.

"Obligations" means all of the obligations of the Grantor and Associated Consultants International now or hereafter existing under the Notes, whether for principal, interest, fees, expenses or otherwise, and all obligations of the Grantor and Associated Consultants International now or hereafter existing under this Mortgage.

"Parts" means all appliances, parts, instruments, appurtenances, accessories, furnishings, spare parts, spare engines, spare propellers or other equipment of whatever nature (other than complete Engines) that may from time to time be incorporated or installed in or attached to any Airframe or Engines or are maintained by or on behalf of Grantor for installation or use in any Airframe or Engine.

"Proceeds" means whatever is receivable or received when any Airframe or Engine is sold, exchanged, collected, leased or otherwise disposed of, including, without limitation, all amounts payable or paid under insurance, requisition or other payments as the result of any loss (including an Event of Loss) or damage to such Airframe or Engine.

"Responsible Officer" means, as to any Person, the President or Chief Executive Officer or, with respect to

FAA AIRCRAFT REGISTRY
CAMERA NO. N4 DATE: 9-25-84

FAA AIRCRAFT REGISTRY
CAMERA NO. N4 DATE: 9-25-84

financial matters, the Chief Financial Officer of such Person.

"Tax Lease" means any lease or other agreement pursuant to which any tax benefits are transferred, or agreed to be transferred, as contemplated by Section 168(f)(8) of the Internal Revenue Code of 1954, as amended, or any successor provision thereto.

ARTICLE II

GRANTING CLAUSES; REPRESENTATIONS AND WARRANTIES

SECTION 2.01. Mortgage and Grant of Security Interest. The Grantor hereby mortgages to the Mortgagee for its benefit, and hereby grants to the Mortgagee for its benefit a security interest in the following property (the "Collateral") as security for the due and prompt payment of the Obligations:

(a) each Airframe and Engine described in Exhibit A hereto and in each supplement now or hereafter delivered in substantially the form of Exhibit B hereto; and

(b) all Proceeds of all or any of the Airframes or Engines.

SECTION 2.02. Representations and Warranties. The Grantor represents and warrants that, in the case of each Airframe and Engine mortgaged hereunder, on the date such Airframe and Engine are mortgaged hereunder:

(a) The Grantor shall be a "citizen of the United States" as defined in the Act and shall have good and marketable title to such Airframe and Engine free and clear of all Liens and Tax Leases other than the Lien of this Mortgage and Liens permitted by subsection 6.2 of the Credit Agreement; and such Airframe shall be duly registered in the name of the Grantor at its expense in accordance with the Act and shall have in full force and effect a certificate of airworthiness duly issued pursuant to said Act.

(b) Uniform Commercial Code statements in respect of the Collateral shall have been filed in the United States Virgin Islands and this Mortgage and any supplements subsequently delivered in connection with such Airframe or

FAA AIRCRAFT REGISTRY
CAMERA NO. N4 DATE: 9-25-84

FAA AIRCRAFT REGISTRY
CAMERA NO. N4 DATE: 9-25-84

Engine shall have been duly filed for recording in accordance with the Act against such Airframe and Engine; and the Mortgage (as supplemented) shall constitute a duly perfected first priority mortgage on and security interest in such Airframe and Engine.

(c) Grantor shall be an air carrier certificated under Section 604(b) of the Act.

ARTICLE III

COVENANTS

SECTION 3.01. Registration; Maintenance and Operation. The Grantor, at its own cost and expense, will: (i) prior to mortgaging any Airframe or Engine hereunder, cause such Airframe and Engine to be duly registered, and at all times thereafter to remain duly registered, in the name of the Grantor in accordance with the Act; (ii) maintain, service, repair, overhaul and test or cause to be maintained, serviced, repaired, overhauled and tested each Airframe and Engine so as to keep the same in as good operating condition as when originally mortgaged hereunder, ordinary wear and tear excepted, and, in the case of each Airframe, in such condition as may be necessary to enable the airworthiness certification of such Airframe to be maintained in good standing at all times under the Act; and (iii) maintain all records, logs and other materials required by the Federal Aviation Administration to be maintained in respect of each Airframe and Engine. The Grantor agrees that the Airframes and Engines will not be maintained, used or operated: (A) in violation of any law or any rule, regulation or order of any government or governmental authority having jurisdiction (domestic or foreign), or in violation of any airworthiness certificate, license or registration relating to any Aircraft issued by any such authority; (B) in any area excluded from coverage by any insurance required by the terms of Section 3.05 hereof, except in the case of a requisition for use by the United States of America, and then only if the Grantor obtains indemnity in lieu of such insurance from the United States of America against the risks and in the amounts required by said Section covering such area or provide to the Mortgagee substitute collateral satisfactory to the Mortgagee in its sole discretion, and execute and deliver such other security documents and instruments and an opinion of counsel in form and substance satisfactory to the Mortgagee and take such other action as may be necessary or

FAA AIRCRAFT REGISTRY
CAMERA NO. N4 DATE: 9-25-84

FAA AIRCRAFT REGISTRY
CAMERA NO. N4 DATE: 9-25-84

advisable to vest in the Mortgagee valid and subsisting liens and valid and perfected prior security interests in such collateral (upon any such substitution, the security interest in the original Airframe or Engine shall be terminated and all obligations with respect to collateral hereunder shall relate solely to the substitute collateral and not to such original Airframe or Engine); or (C) in any recognized or threatened area of hostilities unless fully covered to the Mortgagee's satisfaction by war risk insurance, or unless such Airframe or Engine is operated or used under contract with the Government of the United States under which contract said Government assumes liability for any damage, loss, destruction or failure to return possession of such Airframe or Engine at the end of the term of such contract or for injury to persons or damage to property of others.

SECTION 3.02. Liens. The Grantor will not create or suffer to exist any Lien or Tax Lease upon or with respect to any Airframe or Engine except for the Lien of this Mortgage and Liens permitted by subsection 6.2 of the Agreement.

SECTION 3.03. Taxes. The Grantor will pay, and hereby indemnifies the Mortgagee from and against, any and all fees and taxes, levies, imposts, duties, charges or withholdings together with any penalties, fines or interest thereon (any of the foregoing, for the purposes of this Section 3.03, being called a "Tax"), which may from time to time be imposed on or asserted against the Mortgagee or any Airframe or Engine or any interest therein by any Federal, state or local government or other taxing authority in the United States or by any foreign government or subdivision thereof or by any foreign taxing authority upon or with respect to: (i) any Airframe or Engine or any interest therein, (ii) the manufacture, purchase, ownership, mortgaging hereunder, lease, sublease, use, storage, maintenance, sale or other disposition of any Airframe or Engine, (iii) any rentals or other earnings payable therefor or arising therefrom or the income or other proceeds received with respect thereto, or (iv) this Mortgage; provided, however, that, unless the payment of any such Tax shall be a condition to the enforceability of this Mortgage or the perfection of the Lien hereof or unless proceedings shall have been commenced to foreclose any Lien which may have attached as security for such Tax, nothing in this Section 3.03 shall require the payment of any Tax so long as and to the extent that the validity thereof shall be contested in good faith by appropriate legal proceedings or

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otherwise and the Grantor shall have set aside on its books adequate reserves with respect thereto.

SECTION 3.04. Possession. The Grantor will not, without the prior written consent of the Mortgagee, lease or otherwise in any manner deliver, transfer or relinquish possession or control of, or transfer any right, title or interest of the Grantor in, any Airframe, Engine or Part or install any Engine, or permit any Engine to be installed, on any airframe other than an Airframe, or permit any Part to be installed on an airframe or engine other than an Airframe or Engine, provided, that the Grantor may, without the prior written consent of the Mortgagee:

(i) deliver temporary possession and control of any Airframe, Engine or Part to the manufacturer thereof for testing or to any organization for service, maintenance, overhaul or repair or, to the extent permitted by Section 3.06 hereof, for modifications or additions;

(ii) install an Engine on an airframe owned by the Grantor free and clear of all Liens except for Liens permitted under subsection 6.2 of the Credit Agreement;

(iii) in the ordinary course of testing, servicing, maintenance, repair or overhaul, remove any Part from any Airframe or Engine provided that the Grantor replaces such Part as promptly as possible with a Part which has a value and utility at least equal to the Part being replaced and is owned by the Grantor free and clear of all Liens except Liens permitted under subsection 6.2 of the Credit Agreement; and any such replacement Part shall thereby become subject to the Lien of this Mortgage without necessity of further act; provided, however, that any Part removed from any Airframe or Engine for any purpose shall remain subject to the Lien of this Mortgage until replaced by a replacement Part as provided above in this clause (iii);

(iv) lease the Aircraft pursuant to the Lease Agreement; or

(v) deliver the Aircraft to the United States of America in connection with a requisition pursuant to Section 3.01 hereof.

SECTION 3.05. Insurance. (a) The Grantor at its expense shall carry public liability (including, without

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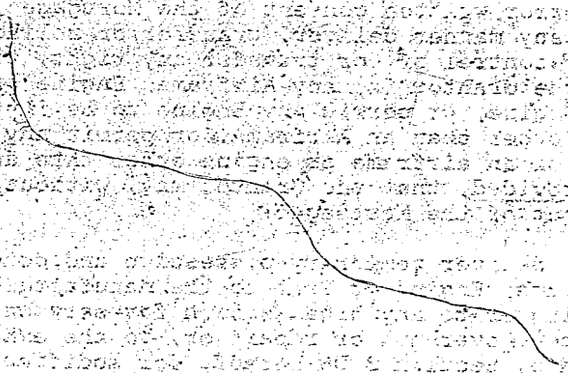

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limitation, contractual liability and passenger legal liability) and property damage insurance with respect to the Airframes and Engines (i) in amounts, of the type and covering the risks customarily carried with respect to similar aircraft by corporations engaged in the same or similar business and similarly situated with the Grantor and (ii) with insurers of recognized responsibility.

(b) The Grantor at its expense shall maintain in effect with insurers of recognized responsibility, and payable in United States dollars, all-risk aircraft hull insurance covering the Airframes and Engines, and all-risk coverage with respect to any Engines while removed from the Aircraft, which is of the type and in substantially the amount usually carried by corporations engaged in the same or similar business and similarly situated with the Grantor. Any policies of insurance required pursuant to this paragraph (b) shall provide that any loss to an Airframe or Engine shall be payable to the Mortgagee and the Grantor as their interests may appear.

(c) Any policies of insurance required pursuant to either paragraph (a) or paragraph (b) above shall: (i) be amended to name the Mortgagee as additional named insured, but without the Mortgagee being thereby liable for premiums; (ii) provide that in respect of the interest of the Mortgagee in such policies the insurance shall not be invalidated by any action or inaction of the Grantor and shall insure the interest of the Mortgagee regardless of any breach or violation by the Grantor of any warranty, declaration or condition contained in such policies; and (iii) provide that if such insurance is cancelled, or if any substantial change is made in the coverage that affects the interest of the Mortgagee, or if such insurance is allowed to lapse for nonpayment of premium, such cancellation, change or lapse shall not be effective as to the Mortgagee for 30 days (seven days in the case of any war risk and allied perils coverage) after receipt by the Mortgagee of written notice from such insurers of such cancellation, change or lapse.

(d) In the case of a lease or contract with the United States or any agency or instrumentality thereof in respect of any Airframe or Engine, a valid agreement by the United States or such agency or instrumentality to indemnify the Grantor against the same risks against which the Grantor is required hereunder to insure shall be considered adequate insurance with respect to such Airframe or Engine to the extent of the risks and in the amounts that are the subject of any such agreement to indemnify.

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(e) From time to time upon the request of the Mortgagee, the Grantor will furnish to the Mortgagee a report signed by a firm of independent aircraft insurance brokers, appointed by the Grantor and not reasonably objected to by the Mortgagee, describing in reasonable detail acceptable to the Mortgagee the insurance then carried and maintained on or with respect to the Aircraft and stating that in the opinion of such firm such insurance complies with the terms of this Section 3.05 and is adequate to protect the interests of the Grantor and the Mortgagee. The Grantor will cause such firm to advise the Mortgagee in writing (i) promptly of any default in the payment of any premium and of any other act or omission on the part of the Grantor of which such firm has knowledge and which might invalidate or render unenforceable, in whole or in part, any insurance on any Aircraft and (ii) at least 30 days prior to the expiration or termination date of any insurance carried and maintained on any Aircraft hereunder.

(f) All insurance payments received by the Mortgagee or the Grantor from insurance referred to in paragraph (b) above paid as the result of the occurrence of an Event of Loss with respect to an Airframe or Engine (as well as any requisition or other payments received by the Mortgagee or the Grantor as the result of any such Event of Loss) shall be, if received by the Grantor, immediately paid to the Mortgagee, and shall be held and applied by the Mortgagee as a prepayment, pursuant to and to the extent required by the Mortgagee.

All insurance payments received by the Mortgagee or the Grantor from insurance referred to in paragraph (b) above and paid other than as the result of an Event of Loss with respect to an Airframe or an Engine shall be paid by the Mortgagee to, or be retained by, the Grantor and promptly applied by the Grantor to the extent necessary to the repair of the damage to the Airframe or Engine for which such insurance was paid, provided that the Mortgagee shall not be required to make any such payment to the Grantor if a Default or an Event of Default has occurred and is continuing. Any amount that would be payable to the Grantor pursuant to this paragraph (f) if a Default had not occurred and was continuing shall be held by the Mortgagee and either (A) paid to the Grantor if such Default shall be cured and no other Default or Event of Default shall have occurred and be continuing or (B) applied in accordance with the terms of Section 4.07 hereof if an Event of Default shall occur and be continuing.

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SECTION 3.06. Modification and Additions. The Grantor, at its expense, will make such modifications in and additions to the Airframes and the Engines as may be required from time to time to meet the standards of the Federal Aviation Administration or other governmental authority having jurisdiction. In addition, so long as no Default or Event of Default shall have occurred and be continuing, the Grantor, at its expense, may from time to time make such modifications in and additions to any Airframe or Engine as the Grantor may deem desirable in the proper conduct of its business; provided that no such modification or addition shall diminish the value or utility of such Airframe or Engine, or impair the airworthiness or operating condition thereof, below the value, utility, airworthiness and condition thereof immediately prior to such modification or addition.

SECTION 3.07. Insignia. The Grantor agrees to affix and maintain in the cockpit of each Airframe, adjacent to the airworthiness certificate therein, and on each Engine a metal nameplate bearing substantially the following inscription: "MORTGAGED TO MANUFACTURERS HANOVER TRUST COMPANY".

SECTION 3.08. Inspection. The Grantor will permit the Mortgagee by its officers or agents to inspect any of the Aircraft, and the Grantor's documents and records relating thereto, at such reasonable times as the Mortgagee may from time to time request.

SECTION 3.09. Mortgagee's Right to Perform for the Grantor. If the Grantor fails to perform or comply with any of its agreements contained herein, the Mortgagee, for 3 business days after receipt of notice, may perform or comply with such agreement, and the amount of the costs and expenses incurred in connection with the performance of or compliance with such agreement (together with interest thereon at a rate per annum equal to 2% above the rate per annum publicly announced by Manufacturers Hanover Trust Company as its prime rate, as in effect from time to time) shall be payable by the Grantor on demand to the Mortgagee and shall be secured by the Lien of this Mortgage.

SECTION 3.10. Certification. The Grantor will at all times be an air carrier certificated under Section 604(b) of the Act.

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SECTION 3.11. Spare Parts. The Grantor will keep all Parts, when not incorporated or installed in an Airframe or an Engine, and when not being shipped to a supplier for repairs, at Seaplane Ramp, Christiansted, St. Croix, United States Virgin Islands.

SECTION 3.12. Further Assurances. The Grantor at its expense will promptly and duly execute and deliver such documents and assurances and take such action as may be necessary, or as the Mortgagee may from time to time request, in order to more effectively carry out the intent and purpose of this Mortgage and to establish, protect and perfect the rights, remedies and security interests created or intended to be created in favor of the Mortgagee hereunder, including, without limitation, the execution, delivery and filing of Uniform Commercial Code financing and continuation statements with respect to the security interests created hereby, in form and substance satisfactory to the Mortgagee, in such jurisdictions as the Mortgagee may reasonably request. The Grantor hereby authorizes the Mortgagee to file any such statements without the signature of the Grantor to the extent permitted by applicable law.

ARTICLE IV

EVENTS OF DEFAULT AND REMEDIES

SECTION 4.01. Remedies. If an Event of Default shall occur and be continuing, the Mortgagee may, without notice of any kind to the Grantor except as otherwise provided herein and to the extent permitted by law, carry out or enforce the actions or remedies provided in this Article IV or elsewhere in this Mortgage or otherwise available to a secured party under the Uniform Commercial Code as in effect at the time in any applicable jurisdiction.

SECTION 4.02. Possession of Aircraft. The Mortgagee may, without notice, take possession of all or any part of the Aircraft and may exclude the Grantor, and all persons claiming under the Grantor, wholly or partly therefrom. At the request of the Mortgagee, the Grantor shall promptly deliver or cause to be delivered to the Mortgagee or to whomsoever the Mortgagee shall designate, at such time or times and place or places as the Mortgagee may specify, and fly or cause to be flown to such airport or airports in the United States as the Mortgagee may specify,

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without risk or expense to the Mortgagee, all or any part of the Aircraft to the extent available at reasonable cost at the airport designated by the Mortgagee. In addition, the Grantor will provide, without cost or expense to the Mortgagee, storage facilities for such Aircraft. If the Grantor shall for any reason fail to deliver such Aircraft or any part thereof after demand by the Mortgagee, the Mortgagee may, without being responsible for loss or damage, except to the extent caused by the gross negligence or wilful misconduct of the Mortgagee, (i) obtain a judgment conferring on the Mortgagee the right to immediate possession or requiring the Grantor to deliver immediate possession of all or part of such Aircraft to the Mortgagee, to the entry of which judgment the Grantor hereby specifically consents, or (ii) with or, to the fullest extent provided by law, without such judgment, pursue all or part of such Aircraft wherever it may be found and enter any of the premises of the Grantor where such Aircraft may be and search for such Aircraft and take possession of and remove the same. The Grantor agrees to pay to the Mortgagee, upon demand, all expenses incurred in taking any such action; and all such expenses shall, until paid, by secured by the Lien of this Mortgage. Upon every such taking of possession, the Mortgagee may, from time to time, make all such reasonable expenditures for maintenance, insurance, repairs, replacements, alterations, additions and improvements to and of the Aircraft, as it may reasonably deem proper.

SECTION 4.03. Receiver. The Mortgagee shall be entitled, as a matter of right as against the Grantor, without notice or demand and without regard to the adequacy of the security for the Notes by virtue of this Mortgage or any other collateral or to the solvency of the Grantor, upon the commencement of judicial proceedings by it to enforce any right under this Mortgage, to the appointment of a receiver of all or any part of the Aircraft and of the Proceeds.

SECTION 4.04. Sale and Suits for Enforcement. (a) The Mortgagee, with or without taking possession of the Aircraft, may

(i) to the extent and in the manner permitted by law, sell at one or more sales, as an entirety or in separate lots or parcels, all or any part of the Aircraft, at public or private sale, at such place or places and at such time or times and upon such terms, including terms of credit (which may include the

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retention of title by the Mortgagee to the property so sold), as the Mortgagee may determine, whether or not such Aircraft shall be at the place of sale; and

(ii) proceed to protect and enforce its rights under this Mortgage by suit, whether for specific performance of any covenant herein contained or in aid of the exercise of any power herein granted or for the foreclosure of this Mortgage and the sale of the Aircraft under the judgment or decree of a court of competent jurisdiction or for the enforcement of any other right.

(b) At any public sale of the Aircraft or any part thereof by the Mortgagee pursuant to paragraph (a)(i) above, the Mortgagee may consider and accept bids requiring the extension of credit to the bidder and may determine the highest bidder at such sale, whether or not the bid of such bidder shall be solely for cash or shall require the extension of credit.

(c) Subject to the requirements of any law or order of court applicable thereto, notice of any sale under paragraph (a)(i) above shall contain a brief description of the property to be sold, shall state, in the case of a public sale, the time when and the place where the same is to be made and shall briefly describe any terms or conditions of sale; or shall state, if the sale is not to be public, the price to be received for the property to be sold and if such price is not to be paid entirely in cash shall briefly describe the terms and conditions of sale. Any such notice of public sale shall be sufficiently given if published once in each of any two successive weeks in a daily newspaper published in the Borough of Manhattan in the City of New York.

(d) The Mortgagee, to the extent permitted by law, may from time to time adjourn any sale under paragraph (a)(i) above by announcement at the time and place appointed for such sale or for any adjournment thereof; and without further notice or publication, except as may be required by law, such sale be made at the time and place to which the same shall have been so adjourned.

(e) Upon the completion of any sale under paragraph (a)(i) above, full title and right of possession to the Aircraft so sold shall (subject to any retention of title by the Mortgagee as part of the terms of such sale) pass to the accepted purchaser forthwith upon the completion of such sale, and the Grantor shall deliver, in accordance with the instructions of the Mortgagee (including flying any

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Aircraft or causing the same to be flown to such airports in the United States as the Mortgagee may specify), such Aircraft so sold. If the Grantor shall for any reason fail to deliver such Aircraft, the Mortgagee shall have all of the rights granted by Section 4.02 hereof. The Mortgagee is hereby irrevocably appointed the true and lawful attorney of the Grantor, in its name and stead, to make all necessary conveyances of the Aircraft so sold. Nevertheless, if so requested by the Mortgagee or by any purchaser, the Grantor shall confirm any such sale or conveyance by executing and delivering all proper instruments of conveyance or releases as may be designated in any such request.

SECTION 4.05. Waiver of Appraisement, Etc. The Grantor agrees, to the fullest extent that it lawfully may, that it will not (and hereby irrevocably waives its right to) at any time plead, or claim the benefit or advantage of, any appraisement, valuation, stay, extension, moratorium, or redemption law now or hereafter in force, in order to prevent or hinder the enforcement of this Mortgage or the absolute sale of the Aircraft.

SECTION 4.06. Remedies Cumulative. No remedy herein conferred upon the Mortgagee is intended to be exclusive of any other remedy, but every such remedy shall be cumulative and shall be in addition to every other remedy herein conferred or now or hereafter existing in law.

SECTION 4.07. Application of Proceeds. The proceeds of any sale, lease or other disposition of all or any part of the Aircraft pursuant to this Mortgage and all other sums realized by the Mortgagee pursuant to this Mortgage or any proceedings hereunder (including any amounts then held or thereafter received pursuant to Section 3.05(f) hereof) shall be applied in the following order of priority:

First: To the payment of the expenses of such sale, lease, disposition or other realization, including reasonable compensation to the Mortgagee's agents and counsel, and all expenses, liabilities and advances made or incurred by the Mortgagee in connection therewith or incurred pursuant to Section 3.09 hereof, including, without limitation, taxes upon or with respect to such sale, lease, disposition or realization and the payment of taxes and Liens, if any, prior to the Lien of this Mortgage;

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Second: To the payment of any amounts owing by the Grantor under this Mortgage;

Third: To the payment of interest (including default interest) accrued and unpaid on the Notes to and including the date of such application;

Fourth: To the payment of principal of the Notes;

Fifth: To the Grantor or as any court of competent jurisdiction may otherwise direct.

SECTION 4.08. Delay or Omission; Possession of Notes. (a) No delay or omission of the Mortgagee to exercise any right or remedy arising upon the happening of any Default or Event of Default shall impair any right or remedy or shall be construed to be a waiver of any such Default or Event of Default or an acquiescence therein; and every right and remedy given to the Mortgagee by this Article IV or by applicable law may be exercised from time to time and as often as may be deemed expedient by the Mortgagee.

(b) All rights of action under this Mortgage may be enforced by the Mortgagee without the possession of the Demand Note or the production thereof in any proceeding.

ARTICLE V

MISCELLANEOUS PROVISIONS

SECTION 5.01. Amendments, Etc. No amendment or waiver of any provision of this Mortgage nor consent to any departure by the Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Mortgagee, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

SECTION 5.02. Indemnification. The Grantor agrees (a) to pay or reimburse the Mortgagee for all its out-of-pocket costs and expenses incurred in connection with the development, preparation and execution of, and any amendment, supplement or modification to, this Mortgage and the Notes and any other documents prepared in connection herewith, and the consummation of the transactions contemplated hereby and thereby, including, without limitation, the fees and disbursements of counsel to the

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Mortgagee, (b) to pay or reimburse the Mortgagee for all its costs and expenses incurred in connection with the enforcement or preservation of any rights under this Mortgage, the Notes and any such other documents, including, without limitation, fees and disbursements of counsel to the Mortgagee, (c) to pay, indemnify, and to hold the Mortgagee harmless from, any and all recording and filing fees and any and all liabilities with respect to, or resulting from any delay in paying, stamp, excise and other taxes, if any, that may be payable or determined to be payable in connection with the execution and delivery of, or consummation of any of the transactions contemplated by, or any amendment, supplement or modification of, or any waiver or consent under or in respect of, this Mortgage, the Notes and any such other documents, and (d) to pay, indemnify, and hold the Mortgagee harmless from and against any and all other liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Mortgage, the Notes and any such other documents (all the foregoing, collectively, the "indemnified liabilities"), provided, that the Grantor shall have no obligation hereunder with respect to indemnified liabilities arising from (i) the gross negligence or wilful misconduct of the Mortgagee or (ii) legal proceedings commenced against the Mortgagee by any security holder or creditor thereof arising out of and based upon rights afforded any such security holder or creditor solely in its capacity as such. The agreements in this subsection 5.02 shall survive repayment of the Notes and all other amounts payable hereunder.

SECTION 5.03. Notices. All notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing or by telegraph or telex and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered by hand, or when deposited in the mail, air postage prepaid, or, in the case of telegraphic notice, when delivered to the telegraph company, or, in the case of telex notice, when sent answerback received, addressed as follows, or to such address or other address as may be hereafter notified by the respective parties hereto and any future holders of the Notes:

The Grantor: Virgin Islands Seaplane Shuttle, Inc.
Seaplane Ramp
Christiansted, St. Croix
United States Virgin Islands

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With a Copy to: Honigman Miller Schwartz and Cohn
2290 First National Building
Detroit, Michigan 48226
Attention: William Zousmer

The Mortgagee: Manufacturers Hanover Trust Company
270 Park Avenue
New York, New York 10017
Telex: 01-2211 or 12-8145
Answerback: MHTCO(A)(B)NYK

SECTION 5.04. Continuing Lien and Security Interest; Transfer of Notes. This Mortgage shall create a continuing lien and security interest in the Collateral and shall (i) remain in full force and effect until payment in full of all of the Obligations, (ii) be binding upon the Grantor, its successors and assigns, and (iii) inure, together with the rights and remedies of the Mortgagee hereunder, to the benefit of the Mortgagee, and its respective successors, transferees and assigns. Without limiting the generality of the foregoing clause (iii), the Mortgagee may after notice to the Grantor assign or otherwise transfer the Note held by it to any other person or entity, and such other person or entity shall thereupon become vested with all the benefits in respect thereof granted to the Mortgagee herein or otherwise, subject, however, to the provisions hereof. Upon the payment in full of all of the Obligations, the lien and security interest granted hereby shall terminate and all rights to the Aircraft shall revert to the Grantor. Upon any such termination, the Mortgagee will, at the Grantor's expense, execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5.05. Governing Law; Terms. This Mortgage shall be governed by and construed in accordance with the laws of the State of New York, except to the extent that the law of another jurisdiction may be mandatorily applicable to proceedings taken for the enforcement of the rights and remedies of the Mortgagee hereunder, provided that any such rights or remedies which shall be valid under the laws of such other jurisdiction shall not be affected by any invalidity thereof under the laws of the State of New York.

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SECTION 5.06. Severability. The invalidity of any one or more of the provisions of this Mortgage shall not affect the remaining provisions of this Mortgage. If one or more of the provisions of this Mortgage should be held by any court of law to be invalid, or should operate to render this Mortgage invalid or to impair the Lien of this Mortgage on all or the major portion of the property intended to be mortgaged hereunder, this Mortgage shall be construed as if such provisions had not been contained therein.

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

VIRGIN ~~ISLANDS~~ SEAPLANE SHUTTLE, INC.

By _____
Title: President

MANUFACTURERS HANOVER TRUST COMPANY

By _____
Title: A.V.P.

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CONVEYANCE FILED WITH
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AUG 30 12 46 PM '84
OKLAHOMA CITY, OKLA.

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EXHIBIT A

Description of Aircraft

One Grumman G-73 Mallard Airframe; FAA Registration Mark N26DF; Manufacturer's Serial No. J-10.

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EXHIBIT B TO
AIRCRAFT MORTGAGE

AIRCRAFT MORTGAGE AND
SECURITY AGREEMENT SUPPLEMENT NO. 1

AIRCRAFT MORTGAGE AND SECURITY AGREEMENT SUPPLEMENT NO. 1, dated as of _____, of VIRGIN ISLANDS SEAPLANE SHUTTLE, INC. a United States Virgin Islands general corporation (herein called the "Grantor"), under the Aircraft Mortgage and Security Agreement, dated as of July 1, 1984 (herein called the "Agreement"), between the Mortgagor and Manufacturers Hanover Trust Company (the "Mortgagee").

W I T N E S S E T H :

WHEREAS, the Agreement provides for the execution and delivery from time to time of Supplements thereto substantially in the form hereof, each of which shall particularly describe an Aircraft (such term and other defined terms in the Agreement being herein used with the same meanings) included in the property covered by the Agreement and shall specifically mortgage such Aircraft to the Mortgagee;

WHEREAS, the Agreement relates to each Aircraft and the Engines described in the following paragraph and a counterpart of the Agreement is attached hereto and made a part hereof, and the Agreement, together with such attachments, is being filed for recordation on or promptly after the date hereof with the Federal Aviation Administration, as one document;

NOW, THEREFORE, This Supplement Witnesseth, that, to secure (i) the prompt payment of the principal of, and interest on, all of the Obligations from time to time outstanding under the Agreement and of all other amounts payable to the Mortgagee under the Agreement, (ii) the performance and observance by the Mortgagor of all the agreements, covenants and provisions in the Agreement, and in consideration of the premises and of the covenants contained in the Agreement, and of the sum of $1.00 paid to the Grantor by the Mortgagee at or before the delivery hereof, the receipt whereof is hereby acknowledged, the Grantor has granted, bargained, sold, assigned, transferred, conveyed, mortgaged, pledged, granted a security interest in and confirmed and does hereby grant, bargain, sell, assign,

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transfer, convey, mortgage, pledge, grant a security interest in and confirm the following described Grumman Mallard Aircraft (the "Delivered Aircraft") consisting of the following components:

[Description of Aircraft],

whether or not such engines shall be installed in or attached to such airframe or any other airframe.

TO HAVE AND TO HOLD all and singular the aforesaid property unto the Mortgagee, its successors and assigns, for the uses and purposes and subject to the terms and provisions set forth in the Agreement.

This Supplement shall be construed as supplemental to the Agreement and shall form a part of such Agreement, and the Agreement is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

This Supplement is intended for delivery in the State of New York.

This Supplement may be executed by the Grantor and the Mortgagee in separate counterparts, each of which when so executed and delivered is an original, but all such counterparts shall together constitute but one and the same Supplement.

AND, FURTHER, the Grantor hereby acknowledges that the Delivered Aircraft has been delivered to the Grantor and is included in the property of the Grantor covered by all the terms and conditions of the Agreement.

IN WITNESS WHEREOF, the Grantor and the Mortgagee have each caused this Supplement to be duly executed by their respective officers thereunto duly authorized, as of the day and year first above written.

VIRGIN ISLANDS SEAPLANE SHUTTLE, INC.

By _____
Title:

MANUFACTURERS HANOVER TRUST COMPANY

By _____
Title:

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AUG 30 12 46 PM '84
OKLAHOMA CITY, OKLA.

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DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

OMB APPROVAL NOT REQUIRED

U86902

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

Virgin Islands Seaplane Shuttle, Inc.

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE

Citibank, N.A.

NAME OF SECURED PARTY'S ASSIGNOR (If assigned)

CONVEYANCE RECORDED
SEP 24 8 28 AM '84
FEDERAL AVIATION ADMINISTRATION

Do Not Write In This Block
FOR FAA USE ONLY

FAA REGISTRATION NUMBER	AIRCRAFT SERIAL NUMBER	AIRCRAFT MFR. (BUILDER) and MODEL
N26DF	J-10	Grumman G-73

ENGINE MFR. and MODEL	ENGINE SERIAL NUMBER(S)
	SEE RECORD CONVEYANCE L33872 PAGE #42-7

PROPELLER MFR. and MODEL	PROPELLER SERIAL NUMBER(S)

THE SECURITY CONVEYANCE DATED 1-25-84 COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REGISTRY ON 3-14-84 AS CONVEYANCE NUMBER L33872

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: 8/24/84

Citibank, N.A.
(Name of security holder)

SIGNATURE (in ink) Robert R. Hunt

ROBERT R. HUNT, VP
PBO - Legal Banking
OGC - 20/03 X2268

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).

AC Form 8050-41 (8-77) (0053-00-543-8001)

U.S. GOVERNMENT PRINTING OFFICE 1977—771-089/845

Cert Copy to Goodie

FAA AIRCRAFT REGISTRY
CAMERA NO. N4 DATE: 9-25-84

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
Aug 30 12 45 PM '84
OKLAHOMA CITY, OKLA.

FAA AIRCRAFT REGISTRY
CAMERA NO. N4 DATE: 9-25-84

0000011115 47-1

U86901

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

OMB APPROVAL NOT REQUIRED

CONVEYANCE RECORDED
SEP 24 8 27 AM '84
FEDERAL AVIATION ADMINISTRATION

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
Virgin Islands Seaplane Shuttle, Inc.

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE
The Chase Manhattan Bank
(National Association)

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
N26DF	J-10	Grumman G-73

ENGINE MFR and MODEL	ENGINE SERIAL NUMBER(S)
	SEE RECORDED CONVEYANCE NUMBER 230279 FICHE # 2 PAGE # 47-1

PROPELLER MFR. and MODEL	PROPELLER SERIAL NUMBER(S)

THE SECURITY CONVEYANCE DATED 7-13-82 COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REGISTRY ON 8-11-82 AS CONVEYANCE NUMBER 230279

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: August 30, 1984

The Chase Manhattan Bank, (National Association)
(Name of security holder)

SIGNATURE (In ink) [signature] X

TITLE Second Vice President & Manager

(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).

AC Form 8050-41 (8-77) (0052-00-543-8001)

U.S. GOVERNMENT PRINTING OFFICE 1977—771-089/845

Cert Copy to Saddle

FAA AIRCRAFT REGISTRY
CAMERA NO. N4 DATE: 9-25-84

CONVEYANCE FILED WITH
FA REGISTRY
AUG 30 12 45 PM '84
OKLAHOMA CITY, OKLA.

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 7-11-84

46-1

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

FORM APPROVED
OMB NO. 2120-0042
EXP. DATE: 6/30/85

0 0 0 0 0 0 0 1 0 8

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.

W 8 1 0 0 3 9

RECEIVED
APR 20
MAIL DEPARTMENT
FIRST PENNSYLVANIA BANK N.A.
ST. THOMAS
VI

JUN 29 2 24 PM '84

FEDERAL AVIATION ADMINISTRATION

PART I – CONVEYANCE RECORDATION NOTICE

NAME (last name first) OF DEBTOR
Virgin Islands Seaplane Shuttle, Inc.

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE
First Pennsylvania Bank, N.A.
Veterans Drive
St. Thomas, U.S.V.I. 00801

NAME OF SECURED PARTY'S ASSIGNOR (if assigned)

SEE RECORDED CONVEYANCE
NUMBER F38226
FICHE # 2 PAGE # 45-3

Do Not Write In This Block
FOR FAA USE ONLY

FAA REGISTRATION NUMBER	AIRCRAFT SERIAL NUMBER	AIRCRAFT MFR. (BUILDER) and MODEL
N26DF	J-10	Grumman G-73

ENGINE MFR. and MODEL	ENGINE SERIAL NUMBER(S)

PROPELLER MFR. and MODEL	PROPELLER SERIAL NUMBER(S)

THE SECURITY CONVEYANCE DATED 3-2-84 COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REGISTRY ON 4-24-84 AS CONVEYANCE NUMBER F38226

Madine 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.

ACKNOWLEDGEMENT (If Required By Applicable Local Law):

DATE OF RELEASE: May 10, 1984

First Pennsylvania Bank N.A.
(Name of security holder)

SIGNATURE (in ink)

TITLE Stanley Olive
Senior Commercial Officer

(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).

AC Form 8050-41 (7-83) (0052-00-543-9001)

*U.S. GOVERNMENT PRINTING OFFICE: 1983-675-960/146

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 7-11-84



CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
MAY 24 11 26 AM '84
OKLAHOMA CITY
OKLAHOMA

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 4-26-84

45-3

FEDERAL AVIATION AGENCY

This form is only intended to be a suggested form of chattel mortgage which meets the recording requirements of the Federal Aviation Act of 1958, as amended, and the Regulations of the Administrator issued thereunder. In addition to these requirements, the form of chattel mortgage used by the mortgagee should be drafted in accordance with the pertinent provisions of the local statutes. If this chattel mortgage form meets the local statutes, you may use this copy. Copies of this form may be reproduced, if desired.

OMB 04-R0191

Remove this stub before reproduction

Form FAA-305 (1-60)

F38226

AIRCRAFT CHATTEL MORTGAGE

This mortgage, made this 2nd day of February, 19 84 by and between Virgin Islands Seaplane Shuttle, Inc.

whose address is *(Number, street, city, zone, and State)* Seaplane Ramp, Veterans Drive, St. Thomas Virgin Islands 00801 and Watergut, C'sted, St. Croix, V.I.

hereinafter called the MORTGAGOR, and

First Pennsylvania Bank, N.A.

whose address is *(Number, street, city, zone, and State)* Veterans Drive, St. Thomas, U.S.V.I. 00801

hereinafter called the MORTGAGEE,

CONVEYANCE RECORDED
APR 24 7 47 AM '84
FEDERAL AVIATION ADMINISTRATION

WITNESSETH: That the said mortgagor, being justly indebted unto the said mortgagee in the sum of Fifty-Four Thousand and No/100 dollars ($ 54,000.00) as evidenced by a promissory note referred to herein, grants, bargains, sells, and mortgages to the said mortgagee, his heirs, administrators, successors, and assigns, the following described aircraft:

Aircraft make and model Grumman Mallard FAA registration number N26DF

Manufacturer's serial number J10

Together with all equipment and accessories attached thereto or used in connection therewith ipcluding the following:

Equipment used in the operation of the above aircraft

all of which are included in the term aircraft as used herein.

The above described aircraft is hereby mortgaged to the mortgagee for the prupose of securing in the order named:

First: The payment of all indebtedness evidenced by and according to the terms of that certain promissory note, hereinbelow described, and all renewals and extensions thereof:

Note bearing date of February 2, 1984 executed by the mortgagor and payable to the order of First Pennsylvnia Bank, N.A. in the aggregate principal sum of $54,000.00 with interest thereon at the rate of 2½% over Penco's moving prime per centum per annum, from date, payable in installments as follows:

The principal and interest of said note is payable in 24 monthly installments of $ 2,250.00 plus interest each on the 1st day of each successive month beginning with the 1st day of March 19 84

The last payment of $2,250.00 plus interest is due on the 1st. day of February 19 86

Second: The prompt and faithful discharge and performance of each agreement of the mortgagor herein contained made with or for the benefit of the mortgagee in connection with the indebtedness to secure which this instrument is executed, and the repayment of any sums expended or advanced by the mortgagee for the maintenance or preservation of the property mortgaged hereby or in enforcing his rights hereunder.

Said mortgagor hereby declares and hereby warrants to the said mortgagee that he is the absolute owner of the legal and beneficial title to the said aircraft and in possession thereof, and that the same is free and clear of all liens, encumbrances, and adverse claims whatsoever, except as follows: *(If no liens other than this mortgage indicate "None".)*

None

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

None

5.00 REC
1:47 AM 4826 B. 255 A 02/22/84

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

Orig Std Contract (appr 6-4-82 #76 not signed)
Dup of Pg 36-1

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 4-26-84

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

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

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

IN WITNESS WHEREOF, the mortgagor has hereunto set hand and seal on the day and year first above written.

Name of mortgagor Virgin Islands Seaplane Shuttle Inc.

Signature(s) *(in ink)* _____ (If executed for co-ownership, all must sign)

Title Sec/Treasurer (If signed for a corporation, partnership, owner, or agent)

ACKNOWLEDGMENT BY MORTGAGOR

State of U.S. Virgin Islands

County of St. Thomas I.D.

(SEAL)

On this second day of February, 19 84, before me personally appeared the above-named mortgagor, to me known to be the person described in and who executed the foregoing chattel mortgage, and acknowledged that he executed the same as his free act and deed, and, if said chattel mortgage be that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

My commission expires May 22, 1986

_____ (Signature of notary public *(in ink)*)

ASSIGNMENT BY MORTGAGEE

For value received, the undersigned mortgagee does hereby sell, assign, and transfer all his right, title and interest in and to the foregoing note and chattel mortgage, and the aircraft covered thereby, unto

whose address is *(Number, street, city, zone, and State)*

and hereby authorizes the said to do every act, and thing necessary to collect and discharge the same. The undersigned mortgagee warrants and agrees to defend the title of said aircraft hereby conveyed against all lawful claims and demands except the rights of the maker. The undersigned mortgagee warrants that he is the owner of a valid security interest in the said aircraft. *(A guaranty clause or any other provisions which the parties hereto are desirous of making a part of this assignment should be included in the following space.)*

Dated this _____ day of _____, 19___.

Name of mortgagee (assignor) _____

Signature(s) *(in ink)* _____ (If executed for co-ownership, all must sign)

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

ACKNOWLEDGMENT BY MORTGAGEE (ASSIGNOR)

State of _____

County of _____

(SEAL)

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

My commission expires _____

_____ (Signature of notary public *(in ink)*)

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 4-26-84

4 5-1

AIRCRAFT OWNERS AND PILOTS ASSOCIATION
REPLY TO: AOPA, Box 19244, Southwest Station,
Oklahoma City, Oklahoma 73144
Telephone: (405) 682-2511 / Telex: 747-265
or: 1-800-654-4700

CERTIFICATION

FAA AIRCRAFT REGISTRY
OKLAHOMA CITY, OKLAHOMA

THIS IS TO CERTIFY THAT I HAVE COMPARED THIS COPY WITH THE ORIGINAL DOCUMENT AND FIND IT TO BE A TRUE AND EXACT COPY IN ALL RESPECTS.

Thuza McDaniel

AOPA Staff

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 4-26-84

45

FAA AIRCRAFT REGISTRY
CAMERA NO. 4 DATE: 4-4-84

OMB No. 04-R0169 Approval Expires October 1973

00000 0921

44-1

The use of this form is not required, and it is provided solely for your convenience. It is only intended to be a suggested form of release, which, however, meets the recording requirements of the Federal Aviation Act of 1958, and the regulations issued thereunder. It is important that the form of release used by the security holder be drafted in accordance with the pertinent provisions of the law applicable under Section 506 of the Federal Aviation Act of 1958 (49 USC 1406) and to conform to the circumstances of the particular transaction. If this release form meets these requirements, you may use this copy. This form may be reproduced.

RELEASE

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

AIRCRAFT MAKE AND MODEL	
Grumman G-73	
FAA REGISTRATION NUMBER	AIRCRAFT SERIAL NUMBER
N26DF	J-10
ENGINE MAKE AND MODEL	ENGINE SERIAL NUMBER
PROPELLER MAKE	PROPELLER SERIAL NUMBER(S)
SPARE PARTS AND LOCATION	SEE RECORDED CONVEYANCE NUMBER B48213 230278 PAGE 38-1 40-5 PICTURE # 2

FEDERAL AVIATION ADMINISTRATION

APR 3 3 07 PM '84

CONVEYANCE RECORDED

D65418

Do Not Write In This Block
FOR FAA USE ONLY

MICROFILM CODE

RE KE

The conveyance dated March 24, 1982, was executed by Virgin Islands Seaplane Shuttle, Inc. to Chalk's International Airlines, Inc. and assigned ~~to~~ subordinated to Conveyance No. 230279 by the Subordination Agreement dated June 30, 1982, recorded August 11, 1982, as Conveyance No. 230278

This conveyance was recorded by the Federal Aviation Administration on May 6, 1982, and was assigned conveyance number B48213

I hereby certify and acknowledge that the above described collateral was released from the terms of the conveyance on January 26, 1984

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

Chalk's International Airlines, Inc.
(Name of Security Holder)

SIGNATURE (In Ink) Matthew B Kearney
Matthew B. Kearney

TITLE Vice President

ACKNOWLEDGMENT (If Required By Applicable Local Law)

AC Form 8050-41 (10-72) (0052-543-9000)

*U.S. GOVERNMENT PRINT OFFICE: 1972—771-485/78/7

FAA AIRCRAFT REGISTRY
CAMERA NO. 4 DATE: 4-4-84

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
MAR 2 | 10 PM '84
OKLAHOMA CITY, OKLA.

FAA AIRCRAFT REGISTRY
CAMERA NO. 4 DATE: 4-4-84

OMB No. 04-R0169 Approval Expires October 1972

D65417

43-1

The use of this form is not required, and it is provided solely for your convenience. It is only intended to be a suggested form of release, which, however, meets the recording requirements of the Federal Aviation Act of 1958, and the regulations issued thereunder. It is important that the form of release used by the security holder be drafted in accordance with the pertinent provisions of the law applicable under Section 506 of the Federal Aviation Act of 1958 (49 USC 1406) and to conform to the circumstances of the particular transaction. If this release form meets these requirements, you may use this copy. This form may be reproduced.

RELEASE

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

AIRCRAFT MAKE AND MODEL: Grumman G-73	
FAA REGISTRATION NUMBER: N26DF	AIRCRAFT SERIAL NUMBER: J-10
ENGINE MAKE AND MODEL	ENGINE SERIAL NUMBER
PROPELLER MAKE	PROPELLER SERIAL NUMBER(S)
SPARE PARTS AND LOCATION	SEE RECORDED CONVEYANCE E71142

NUMBER 230277
FICHE # 2 PAGE # 37-1 39-5

FEDERAL AVIATION ADMINISTRATION

APR 3 3 05 PM '84

CONVEYANCE RECORDED

Do Not Write In This Block
FOR FAA USE ONLY

MICROFILM CODE
SE KE

The conveyance dated March 3, 1982, was executed by Virgin Islands Seaplane Shuttle, Inc. to Antilles Air Boats, Inc. and ~~assigned to~~ subordinated to Conveyance No. 230279 by the Subordination Agreement dated June 30, 1982 recorded August 11, 1982, as Conveyance No. 230277

This conveyance was recorded by the Federal Aviation Administration on April 20, 1982 and was assigned conveyance number E71141

I hereby certify and acknowledge that the above described collateral was released from the terms of the conveyance on January 26, 1984

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

Antilles Air Boats, Inc.
(Name of Security Holder)

SIGNATURE (In Ink) Matthew B. Kearney
Matthew B. Kearney

TITLE President

ACKNOWLEDGMENT (If Required By Applicable Local Law)

AC Form 8050-41 (10-72) (0052-543-9000)

U.S. GOVERNMENT PRINT OFFICE: 1972—771-485/78/7

FAA AIRCRAFT REGISTRY
CAMERA NO. 4 DATE: 4-4-84

[redacted]

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
MAR 2 10 PM '84
OKLAHOMA CITY, OKLA

FAA AIRCRAFT REGISTRY
CAMERA NO. 5 DATE: 3-20-84

L 33872 42-7

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CONVEYANCE RECORDED

MAR 14 8 16 AM '84

FEDERAL AVIATION ADMINISTRATION

AIRCRAFT CHATTEL MORTGAGE

THIS AGREEMENT dated January 25, 1984 between VIRGIN ISLANDS SEAPLANE SHUTTLE, INC., a U.S. Virgin Islands corporation, having its principal place of business at 7 King Street, Christiansted, St. Croix, U.S. Virgin Islands 00820. (hereinafter referred to as "Debtor") and ~~Secured Party~~ Citibank, N.A. having a place of business at 153 E. 53rd Street, New York, New York 10043 (hereinafter referred to as "Secured Party").

WITNESSETH:

To secure the payment of indebtedness of Debtor to Secured Party in the amount of $500,000.00 with interest, evidenced by and payable in accordance with the provisions of the Debtor's Promissory Note to Secured Party of same date herewith (herein called the "Note"), and any extensions or renewals thereof, and the payment of any and all liabilities, obligations and other indebtedness of the Debtor to Secured Party of whatever kind and whenever or however created or incurred, Debtor hereby sells, conveys, mortgages, assigns and transfers to Secured Party, and grants a security interest to Secured Party, in the following property (herein called the "Aircraft").

Year and Manufacturer of Aircraft: 1947 Grumman

Airfraft Model: G73, Mallard

FAA Registration Number: N26DF

Airframe Serial Number: J10

Engine Manufacturer and Model: Pratt-Whitney R1340-S1H1

Engine Serial Number(s): Right Engine P327953
Left Engine P328080

Engine Horsepower (equivalent thrust): 650 horsepower

Propeller Manufacturer and Model: Hamilton Standard 23D40

Propeller Hub Serial Number(s): Left Propeller 13112
Right Propeller 59808

*together with all appliances, parts, spare parts, instruments, radios, navigation aids, equipment and accessories, all additions, attachments, modifications, replacements, accessions and components, from time to time acquired by the Debtor and installed on or appurtenant to said Aircraft and/or Engines and all sales warranties and/or spare parts support agreements in respect thereof, whether now owned or hereafter acquired by the Debtor.

C & D #840 1-30-84 $5.00

AND THE PARTIES AGREE AS FOLLOWS:

1. Debtor shall pay to Secured Party the sums evidenced by the Note in accordance with the terms of said Note and this Agreement.

2. Debtor represents and covenants that the Aircraft will be used primarily for business purposes.

3. Debtor represents that Debtor's principal place of business is 7 King Street, Christiansted, St. Croix, U.S. Virgin Islands 00820 and agrees to notify Secured Party of any change therein.

CIC 25(L) 12-78 ITR by Let Gaddis

FAA AIRCRAFT REGISTRY
CAMERA NO. 5 DATE: 3-20-84

42-6

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

JAN 27 12 31 PM '84

OKLAHOMA CITY OK

FAA AIRCRAFT REGISTRY
CAMERA NO. 5 DATE: 3-20-84

42-5

000000715

4. Debtor represents and covenants that the Aircraft will be based at Christiansted Seaplane Ramp (Airport), St. Croix (County), U.S. Virgin Islands (State), and agrees that it will notify Secured Party of any change in such base. Debtor may use and operate the Aircraft within and without the continental limits of the United States of America, but Debtor agrees that it will not base or permit the Aircraft to be based outside the continental limits of the United States, without the prior written consent of Secured Party. Debtor agrees that the the Aircraft will not be maintained, used or operated in violation of any law or any rule, regulation or order of any domestic or foreign governmental authority having jurisdiction, or in violation of any airworthiness certificate, license or registration relating to the Aircraft issued by any such authority. Debtor also agrees not to fly the Aircraft, or suffer the Aircraft to be flown, in any area not fully covered by each insurance policy in effect with respect to the Aircraft and required by the terms of paragraph 9 hereof. Debtor agrees to keep the Aircraft at all times registered in accordance with the laws of the United States of America, and in such manner as to show Secured Party's interest therein. It is understood that Debtor intends to operate the Aircraft in the United States and U.S. Virgin Islands. Debtor agrees that it will not so operate the Aircraft until there shall have been delivered to Secured Party the policies and certificates of insurance required by paragraph 9 hereof specifically covering the Aircraft for such operation.

5. Debtor represents that it has title to the Aircraft and shall keep the same free and clear of all liens, attachments, charges and encumbrances and that no financing statement or other notice of any security interest (except the security interest granted hereby) is on file with respect thereto in any public office; that the certificate of incorporation of Debtor does not prohibit the security interest granted hereby; that all necessary corporate action has been taken authorizing Debtor to enter into this Agreement, and the execution and delivery hereof will not violate any law, rule, regulation or order to which Debtor is subject or any agreement to which it is a party.

6. Debtor agrees that it will not sell, assign, transfer or dispose of any part of the Aircraft or any interest therein without the prior written consent of Secured Party and that it will allow Secured Party and its representatives free access to the Aircraft and the books and records of Debtor relating to the Aircraft at all reasonable times, for the purpose of inspection.

7. (a) Debtor shall, at its own expense, maintain, service, repair, overhaul and test the Aircraft and make all necessary replacements so as to (i) keep the Aircraft and each part thereof in good operating condition; (ii) keep each Aircraft duly certified as airworthy under the Federal Aviation Act of 1958, as amended, and (iii) accomplish any Federal Aviation Agency airworthiness directives applicable to the Aircraft of any part thereof as well as all licensing and relicensing with respect thereto which may be required by any domestic or foreign governmental authority having jurisdiction. In addition, Debtor, at its own expense, will maintain all records, logs and other materials required by the Federal Aviation Agency to be maintained in respect of the Aircraft. Each replacement part shall be equal in utility and value to the original utility and value of the part being replaced and shall be free and clear of all liens, encumbrances and rights of others. Any part at any time removed from the Aircraft shall remain subject to the security interest created hereby until a replacement part has been installed or attached. Immediately upon the installation thereof, any such replacement part shall become subject to the security interest created hereby and be deemed an original part of the Aircraft for all purposes.

(b) Debtor may remove an aircraft engine from the Aircraft only to repair, overhaul or test the same, and shall reinstall the same as promptly as possible. Without the prior written consent of Secured Party, Debtor will not install or attach any aircraft engine constituting part of the Aircraft on any other aircraft. Any engine removed from the Aircraft shall remain subject to the security interest hereby granted, no matter where located.

(c) Debtor, at its own expense, shall make such alterations of and modifications and additions to the Aircraft as may be required from time to time to meet the standards of the Federal Aviation Agency or other governmental authority, but shall not, without the prior written consent of Secured Party, make any other alterations, modifications or additions which diminish the value or utility of the Aircraft or impair the airworthiness thereof. Each part installed on or attached or added to the Aircraft as the result of any such alteration, modification or addition shall, without further act, become subject to the security interest granted hereby.

(d) All inspections, repairs, modifications, maintenance, compliance with directives and overhaul work to be made or accomplished by Debtor with respect to the Aircraft shall be performed at Debtor's expense by personnel duly licensed to perform such work and shall be in accordance with the standards required by the Federal Aviation Agency and other governmental agencies having jurisdiction. Debtor shall maintain all records pertaining to the Aircraft in accordance with rules and regulations of the Federal Aviation Agency. Such records shall at all reasonable times be available for examination by Secured Party.

8. Debtor will promptly and diligently pay any and all fees or taxes levied or assessed against the Aircraft or relating to the ownership, use or disposition thereof, including, but not limited to, use, sales or property taxes, landing and airport fees, and hangar and storage charges.

9. Debtor will maintain, with insurors and in amounts and form satisfactory to Secured Party, policies of insurance against loss or damage to the Aircraft including, without limitation (a) all risk aircraft hull insurance, (b) fire and extended coverage with respect to any engine or part while removed from the Aircraft and (c) in the event that the Aircraft is operated outside the continental United States, war risk insurance and insurance against confiscation, requisition and seizure covering all places and routes where the Aircraft is operated. All such policies shall name Secured Party as insured and loss payee thereunder, as Secured Party's interests may appear, and shall provide that the insurer will give to Secured Party at least 30 days' notice of cancellation. Debtor shall deliver to Secured Party copies of such policies and certificates evidencing the coverage required hereunder. Debtor agrees to give Secured Party prompt notice of any damage to or loss of any part of the Aircraft.

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10. Debtor will indemnify Secured Party against all claims arising out of or connected with the ownership or use of the Aircraft, and will reimburse Secured Party upon demand for all expenses incurred in connection with perfecting the security interest granted herein or the satisfaction thereof. Debtor will not use or permit the Aircraft to be used for any unlawful purpose or in violation of any federal, state, or municipal law, statute or ordinance or for hire.

11. Debtor acknowledges that time is of the essence in the performance of Debtor's duties and obligations under this Agreement and if Debtor fails to observe or perform any covenant or agreement contained in this Agreement, which failure is not remedied by Debtor within 10 days after written notice thereof, Secured Party may, in addition to any other remedy, take whatever action may be necessary to remedy such failure and should such action require the expenditure of moneys to protect and preserve Secured Party's interest in the Aircraft (including but not limited to payment of insurance premiums, repairs, storage, transportation, removal of liens and the like), the amount of such expenditure shall become forthwith due and payable by Debtor to Secured Party with interest thereon at the maximum legal rate, and the amount of any such expenditure and interest shall be secured hereby. In addition, to the extent permitted by applicable law, Debtor will pay on demand, as a late charge, an amount equal to ten percent (10%) of each installment payment in the event that such installment, or any part thereof, remains overdue for more than 30 days. If Secured Party takes any action authorized hereunder, Secured Party shall not be liable to Debtor for damages as a result of delays, or temporary withdrawals of the Aircraft from service or other causes.

12. The occurrence of any of the following events shall constitute a default: (a) failure of Debtor to pay any amount payable on the Note or any other amount secured hereby within five (5) days after written notice from Secured Party that such payment has not been made when due; (b) failure by Debtor to observe or perform any covenant or agreement herein or in the Note or other instrument related hereto and such failure shall continue unremedied for a period twenty (20) days after written notice thereof by Secured Party; (c) dissolution of Debtor; (d) insolvency of Debtor or the committing of any act of bankruptcy or the making of a general assignment for the benefit of creditors, or if any proceeding is instituted by or against Debtor for any relief under any bankruptcy or insolvency laws, or if a receiver is appointed of, or a writ or order of attachment or garnishment is made or issued, or if any proceeding or procedure is commenced or any remedy supplementary to or in enforcement of a judgment is employed against, or with respect to any property of Debtor if the same shall not be dismissed within a period of thirty (30) days; (e) termination or suspension of the transaction of the usual business of Debtor; or (f) substantial damage or destruction to, confiscation or seizure of, or requisition of title to, the Aircraft.

13. Debtor agrees that whenever a default shall be existing, Secured Party shall have the following rights and remedies to the extent permitted by applicable law: (a) to declare the Note and all other obligations secured hereby due and payable, at the option of Secured Party, without notice or demand; (b) to enter the foregoing premises or such place or places where any of the Aircraft may be located and take and carry away the same, by any of its representatives, with or without legal process, to Secured Party's place of storage: (c) to sell the Aircraft at public or private sale, whether or not the Aircraft is present at such sale and whether or not the Aircraft is in constructive possession of Secured Party or the person conducting the sale, in one or more sales, as an entirety or in parcels, for the best price that Secured Party can obtain and upon such terms as Secured Party may deem desirable; (d) to be the purchaser at any such sale; (e) to require Debtor to pay all expenses of such sale, taking, keeping and storage of the Aircraft, including reasonable attorney's fees; (f) to apply the proceeds of such sale to all expenses in connection with the taking and sale of the Aircraft, and any balance of such proceeds toward the payment of the Note and all other obligations secured hereby in such order of application as Secured Party may from time to time elect; (g) to require Debtor to assemble the Aircraft upon Secured Party's demand at Debtor's expense and make it available to Secured Party at a place designated by Secured Party which is reasonably convenient to both parties; and (h) to exercise any one or more other rights or remedies accorded by the Uniform Commercial Code. If the proceeds of any such sale are insufficient to pay the expenses, as aforesaid, and the Note and all other obligations secured hereby, the Debtor agrees to pay any deficiency to Secured Party upon demand and if such proceeds are more than sufficient to pay the same, Secured Party agrees to pay the surplus to Debtor.

14. Debtor hereby assigns to Secured Party any and all moneys (including, but not limited to, proceeds of insurance and return of unearned premiums) which may become due under any policy insuring the Aircraft and all awards payable in connection with the condemnation, requisition or seizure of the Aircraft and directs the insurance company issuing such policy or agency making such award to make payment thereof directly to Secured Party. Secured Party may, at its option, apply any insurance moneys or awards so received to the cost of repairs to the Aircraft and/or to payment of the Note and all other obligations secured hereby, in any order the Secured Party may determine, whether or not due, and shall remit any surplus to Debtor. Debtor irrevocably appoints Secured Party as Debtor's attorney-in-fact, with full power of substitution, to receive all such moneys, to execute proofs of claim, to endorse drafts, checks and other instruments for the payment of money payable to Debtor in payment of such insurance moneys, to adjust and compromise any claim, to execute releases, to cancel any insurance policy covering the Aircraft when such policy is not required to protect Debtor's or Secured Party's interest and to do all other acts and things that may be necessary or required to carry into effect the powers herein granted.

15. If at the time of repossession the Aircraft contains other personal property not subject to the security interest granted hereby, Secured Party may take such personal property into custody and store it at the risk and expense of Debtor. Debtor agrees to notify Secured Party within 48 hours after repossession of the Aircraft of any such other personal property claimed and failure to do so will release Secured Party and/or its representatives from any liability for loss or damage thereto.

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16. At request of Secured Party, Debtor will join with Secured Party in executing one or more financing statements and other documents required to perfect or give notice of the security interest granted hereby pursuant to the Uniform Commercial Code, the Federal Aviation Act or other applicable law in form satisfactory to Secured Party. Without limiting the foregoing Debtor agrees that whenever any such law requires Debtor to sign a financing statement or other document for filing purposes, Debtor hereby appoints Secured Party or any of Secured Party's representatives as Debtor's attorney and agent, with full power of substitution, to sign or endorse Debtor's name on any such financing statement or other documents and authorizes Secured Party to file such a financing statement or other document in all places where necessary to perfect or give notice of Secured Party's security interest in the Aircraft; and Debtor hereby ratifies all acts of said attorney and said substitute and agrees to hold Secured Party and said attorney harmless from any acts of commission or omission or any error of judgment or mistake of fact or law pertaining thereto.

17. This Agreement is in addition to and not in limitation of any other rights and remedies Secured Party may have by virtue of any other instrument or agreement heretofore, contemporaneously herewith or hereafter executed by Debtor or by law or otherwise. If any provision of this Agreement is contrary to applicable law, such provision shall be deemed ineffective without invalidating the remaining provisions hereof. If and to the extent that applicable law confers any rights or imposes any duties inconsistent with or in addition to any of the provisions of this Agreement, the affected provision shall be considered amended to conform thereto. Secured Party shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder. A waiver by Secured Party of any right or remedy hereunder on any one occasion, shall not be construed as a bar to or waiver of any such right or remedy which Secured Party would have had on any future occasion nor shall Secured Party be liable for exercising or failing to exercise any such right or remedy. It is expressly understood and agreed that, for the purpose of this Agreement, any notices and demands required to be given shall be given to the parties in writing and by certified mail at the addresses herein set forth, or to such other addresses as the parties may hereafter substitute by written notice. This Agreement shall be binding, jointly and severally, upon Debtor, and upon its successors and assigns.

18. Debtor shall carry on the Aircraft the Federal Aviation Agency certificate of registration for the Aircraft and such other documents as may be required by the Federal Aviation Agency or any other domestic or foreign governmental authority. At the request of the Secured Party, Debtor shall affix in a conspicuous place on the Aircraft and on each engine name plates or other markings showing the interest of Secured Party therein.

This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of New York.

Debtor hereby acknowledges receipt of a true executed copy of this Agreement.

VIRGIN ISLANDS SEAPLANE SHUTTLE, INC.

Debtor

By _____

Name

Treasurer

Title

Attest

(Corporate Seal)

CITIBANK, N.A.

Secured Party

By _____

Name

VICE PRESIDENT

Title

Attest

(Corporate Seal)

FAA AIRCRAFT REGISTRY
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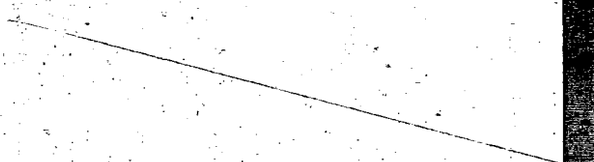

CONVAIR/GD
FAA AIRCRAFT REGISTRY
JAN 27 12 31 PM '84
OKLAHOMA CITY

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

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DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
CROSS-REFERENCE—RECORDATION

SEE CONVEYANCE NO.
FILING DATE:

This form is to be used in cases where a conveyance covers several aircraft and engines, propellers, or locations. File original of this form with the recorded conveyance and a copy in each aircraft folder involved.

TYPE OF CONVEYANCE	DATE EXECUTED
Security Agreement	7-13-82
FROM: Virgin Islands Seaplane Shuttle Inc	DOCUMENT NO. 230279
TO OR ASSIGNED TO: The Chase Manhattan Bank NA	DATE RECORDED 8-11-82

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

AIRCRAFT (List by registration number)	TOTAL NUMBER INVOLVED 1
N26DF	

ENGINES	TOTAL NUMBER INVOLVED
MAKE(S)	SERIAL NO.

PROPELLERS	TOTAL NUMBER INVOLVED
MAKE(S)	SERIAL NO.

SPARE PARTS – LOCATIONS	TOTAL NUMBER INVOLVED 1
LOCATION: Virgin Islands Seaplane Shuttle Inc Seaplane Ramp – Christiansted St Croix, USVI 00820	

RECORDED CONVEYANCE FILED IN: N26DF Grumman G73 S/N J-10

AC FORM 8050-23 (10-78) (0052-00-582-6000) FAA AC 74-3985

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DEPARTMENT OF TRANSPORTATION

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

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AIRCRAFT SECURITY AGREEMENT

NAME & ADDRESS OF DEBTOR VIRGIN ISLANDS SEAPLANE SHUTTLE, INC. SEAPLANE RAMP CHRISTIANSTED, ST. CROIX, USVI 00820
NAME & ADDRESS OF SECURED PARTY/ASSIGNEE THE CHASE MANHATTAN BANK, N.A. P.O. BOX 100 CHRISTIANSTED, ST. CROIX, USVI 00820
NAME OF SECURED PARTY'S ASSIGNOR

FEDERAL AVIATION ADMINISTRATION
AUG 11 3 39 PM '82
CONVEYANCE RECORDED

230279

ABOVE SPACE FOR FAA USE ONLY

Date: July 13, 1982

Complete description of collateral being mortgaged:

AIRCRAFT (FAA registration number, manufacturer, model, and serial number):

N - 26 DF GRUMMAN MALLARD. SERIAL J - 10.
model G-73

ENGINES (manufacturer, model, and serial number):

PRATT AND WHITNEY R - 1340.

PROPELLERS (manufacturer, model, and serial number):

SPARE PARTS LOCATIONS* (air carrier's name, city, and state):

VIRGIN ISLANDS SEAPLANE SHUTTLE, INC.
SEAPLANE RAMP, CHRISTIANSTED, ST. CROIX, USVI 00820

together with all equipment and accessories attached thereto or used in connection therewith, including engines of 750 or more horsepower, or the equivalent, and propellers capable of absorbing 750 or more rated takeoff shaft horsepower, described above, all of which are included in the term aircraft as used herein.

The above described aircraft is hereby mortgaged to the secured party for the purpose of securing in the order named:

FIRST: The payment of all indebtedness evidenced by and according to the terms of that certain promissory note, hereinbelow described, and all renewals and extensions thereof.

Note bearing date of June 15, 19 82 executed by the debtor and payable to the order of The Chase Manhattan Bank, N.A. in the aggregate sum of $ 100,000.00 plus interest thereon at the rate of **** per centum per annum, from date, payable in installments as follows: The principal ~~and interest~~ of said note is payable in 36 installments of $2,777.78 each plus interest on the day of each successive month beginning with the 1st day of September, 19 82 The last payment of $ 2,777.78 plus interest is due on the 1st day of August, 19 85.
**** 2½% over CMB N.Y. Prime from time to time.

SECOND: The prompt and faithful discharge and performance of each agreement of the debtor herein contained made with or for the benefit of the secured party in connection with the indebtedness to secure which this instrument is executed, and the repayment of any sums expended or advanced by the secured party for the maintenance or preservation of the property mortgaged hereby or in enforcing his rights hereunder.

Said debtor hereby declares and hereby warrants to the said secured party that he is the absolute owner of the legal and beneficial title to the said aircraft and in possession thereof, and that the same is free and clear of all liens, encumbrances, and adverse claims whatsoever, except as follows: (If no liens other than this mortgage, indicate "none".) Chattel Mortgage dated 3/3/82 recorded 4-20-82, Amount $450,000, FAA Doc. #E71141.
Chattel Mortgage dated 3/24/82 recorded 5-6-82, Amount $250,000, FAA Doc. #B48213. dup ret. [illegible]
Both mortgages are subordinated to Chase.

AC Form 8050-96 4-81 0052 00406 4001

* The spare parts covered by this security agreement are for installation on Grumman G-73 aircraft and they are being maintained by the debtor (an aircarrier certificated under Section 604(b) of the Federal Aviation Act of 1958, as amended) at the location described above.

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

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

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

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

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

ACKNOWLEDGMENT:
(If required by applicable local law)

NAME OF DEBTOR VIRGIN ISLANDS SEAPLANE SHUTTLE, INC.

SIGNATURE(S) (IN INK) Jon Lewis Chief Bd
(If executed for co-ownership, all must sign)

TITLE [signature]
(If signed for a corporation, partnership, owner, or agent)
President

SEAL

ASSIGNMENT BY SECURED PARTY

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

Dated this _____ day of _____, 19____.

ACKNOWLEDGMENT:
(If required by applicable local law)

NAME OF SECURED PARTY (ASSIGNOR) _____

SIGNATURE(S) (IN INK) _____
(If executed for co-ownership, all must sign)

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

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

SEND, WITH APPROPRIATE FEE, TO: FAA AIRCRAFT REGISTRY
P. O. BOX 25504
Oklahoma City, Oklahoma 73125

AC Form 8050-98 (4-80) 0052 00-036 4001

PLEASE REMOVE THIS PORTION AT PERFORATION BEFORE SUBMITTING TO FAA.

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CAMERA NO. 3 DATE: 8-9-83

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FEDERAL AVIATION ADMINISTRATION
AUG 11 3 39 PM '82
CONVEYANCE RECORDED

230278

SUBORDINATION AGREEMENT

AGREEMENT, made the 30th day of June nineteen hundred and eighty-two

BETWEEN Chalk's International Airlines, Inc.

whose address is c/o Resorts International, Inc., 915 Northeast 125 Street, North Miami, Florida 33161

party of the first part, and

Chase Manhattan Bank, N.A.

whose address is P.O. Box 100, Christiansted, St. Croix, U.S. Virgin Islands 00820

party of the second part,

WITNESSETH:

WHEREAS, the said party of the first part now owns and holds the following Aircraft Chattel Mortgage give to secure an indebtedness in the sum of Two Hundred Fifty Thousand ($250,000.00) Dollars, as evidenced by a promissory note in that amount from Virgin Islands Seaplane Shuttle Inc.: Aircraft Chattel Mortgage on that certain aircraft, make and model Grumman 3-73, Mallard, FAA Registration Number N-26DF, Manufacturer's Serial Number J-10, dated March 24, 1982, made by Virgin Islands Seaplane Shuttle Inc., as Chattel Mortgagor to Chalk's International Airlines, Inc., as Chattel Mortgagee, recorded by the Federal Aviation Administration on May 6, 1982, Conveyance Number B 48213, and;

WHEREAS, Virgin Islands Seaplane Shuttle Inc., the present owner of the aircraft hereinafter mentioned is about to execute and deliver to said party of the second part, an aircraft chattel mortgage to secure the principal sum of One Hundred Thousand ($100,000.00) Dollars and interest covering the aforementioned aircraft, and

WHEREAS, said party of the second part has refused to accept said aircraft

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chattel mortgage unless said aircraft chattel mortgage held by the party of the first part be subordinated in the manner hereinafter mentioned, NOW THEREFORE, in consideration of the premises and also in consideration of one dollar paid to the party of the first part, the receipt whereof is hereby acknowledged, the said party of the first part hereby covenants and agrees with said party of the second part that said aircraft chattel mortgage held by said party of the first part be and shall continue to be subject and subordinate in lien to the lien of said aircraft chattel mortgage for One Hundred Thousand ($100,000.00) Dollars and interest about to be delivered to the party of the second part hereto, and to all advances heretofore made or which hereafter may be made thereon (including but not limited to all sums advanced for the purpose of paying brokerage commissions, consideration paid for making the loan, mortgage recording tax, documentary stamps, fee for examination of title, surveys, and any other disbursements and charges in connection therewith) to the extent of the last mentioned amount and interest, and all such advances may be made without notice to the party of the first part, and to any extensions, renewals and modifications thereof.

This agreement may not be changed or terminated orally. This agreement shall bind and enure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns. The word "party" shall be construed as if it read "parties" whenever the sense of this agreement so requires.

IN WITNESS WHEREOF, the said party of the first part has duly executed this agreement the day and year first above written.

In Presence of:

Matthew B. Kearney

CHALK'S INTERNATIONAL AIRLINES, INC.

BY: David H. Bowden

CHASE MANHATTAN BANK, N.A.
THE CHASE MANHATTAN BANK, N.A.
Branches in St. Croix, USVI

BY:

Larry E. Nelson
Manager, Credit & Marketing

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STATE OF FLORIDA
ss.:
COUNTY OF DADE

On the 30th day of June, nineteen hundred and eighty-two, before me personally came David G. Bowden to me known, who, being by me duly sworn, did depose and say that he resides at No. 7060 S.W. 9th Street, Planation, Florida that he is the Vice President - Asst. Secy. of CHALK'S INTERNATIONAL AIRLINES, INC., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed h name thereto by like order.

Marianne Leiva
Notary Public

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 17 1984
BONDED THRU GENERAL INS. UNDERWRITERS

SEAL

On the 7th day of ~~June~~ July, nineteen hundred and eighty-two, before me personally came Larry E. Nelson to me known, who, being by me duly sworn, did depose and say that he resides at No. 236 Work and Rest Christiansted St. Clair USA that he is the Manager Credit and Marketing of CHASE MANHATTAN BANK, , the corporation described in and which executed the foregoing instrument, that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed h name thereto by like order.

Notary Public

SEAL

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CAMERA NO. 3 DATE: 8-9-83

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SUBORDINATION AGREEMENT

230277

CONVEYANCE RECORDED
FEDERAL AVIATION ADMINISTRATION
AUG 31 3 38 PM '82

AGREEMENT, made the 30th day of June nineteen hundred and eighty-two

BETWEEN Antilles Air Boats, Inc.

whose address is c/o Resorts International, Inc., 915 Northeast 125 Street, North Miami, Florida 33161

party of the first part, and

Chase Manhattan Bank, N.A.

whose address is P.O. Box 100, Christiansted, St. Crois, U.S. Virgin Islands 00820

party of the second part,

WITNESSETH:

WHEREAS, the said party of the first part now owns and holds the following Aircraft Chattel Mortgage given to secure an indebtedness in the sum of Four Hundred Thousand ($400,000.00) Dollars, as evidenced by a promissory note in that amount from Virgin Islands Seaplane Shuttle Inc.: Aircraft Chattel Mortgage on that certain aircraft, make and model Grumman 3-73, Mallard, FAA Registration Number N-26DF, Manufacturer's Serial Number J-10, dated March 3, 1982, made by Virgin Islands Seaplane Shuttle as Chattel Mortgagor to Antilles Air Boats, Inc., as Chattel Mortgagee, recorded by the Federal Aviation Administration on April 20, 1982, Conveyance Number E 71141, and;

WHEREAS, Virgin Islands Seaplane Shuttle Inc., the present owner of the aircraft hereinafter mentioned is about to execute and deliver to said party of the second part, an aircraft chattel mortgage to secure the principal sum of One Hundred Thousand ($100,000.00) Dollars and interest covering the aforementioned aircraft, and

WHEREAS, said party of the second part has refused to accept said aircraft

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

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FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

chattel mortgage unless said aircraft chattel mortgage held by the party of the first part be subordinated in the manner hereinafter mentioned. NOW THEREFORE, in consideration of the premises and also in consideration of one dollar paid to the party of the first part, the receipt whereof is hereby acknowledged, the said party of the first part hereby covenants and agrees with said party of the second part that said aircraft chattel mortgage held by said party of the first part be and shall continue to be subject and subordinate in lien to the lien of said aircraft chattel mortgage for One Hundred Thousand ($100,000.00) Dollars and interest about to be delivered to the party of the second part hereto, and to all advances heretofore made or which hereafter may be made thereon (including but not limited to all sums advanced for the purpose of paying brokerage commissions, consideration paid for making the loan, mortgage recording tax, documentary stamps, fee for examination of title, surveys, and any other disbursements and charges in connection therewith) to the extent of the last mentioned amount and interest, and all such advances may be made without notice to the party of the first part, and to any extensions, renewals and modifications thereof.

This agreement may not be changed or terminated orally. This agreement shall bind and enure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns. The word "party" shall be construed as if it read "parties" whenever the sense of this agreement so requires.

IN WITNESS WHEREOF, the said party of the first part has duly executed this agreement the day and year first above written.

In Presence of:
David L. Bowden

ANTILLES AIR BOATS, INC.

BY: Matthew B. Kearney

CHASE MANHATTAN BANK, N.A.
THE CHASE MANHATTAN BANK, N.A.
Branches in St. Croix, USVI

BY: _____
Larry E. Nelson
Manager, Credit & Marketing

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

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STATE OF FLORIDA
ss.:
COUNTY OF DADE

On the 30th day of June, nineteen hundred and eighty-two, before me personally came Matthew B. Kearney to me known, who, being by me duly sworn, did depose and say that he resides at No. 1179 N.E. 98th Street, Miami Shores, Florida that he is the President of ANTILLES AIR BOATS, INC., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed h name hereto by like order.

Notary Public

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 17 1984
BONDED THRU GENERAL INS. UNDERWRITERS

SEAL

On the 7th day of ~~June~~ July nineteen hundred and eighty-two, before me personally came Larry E. Nelson to me known, who, being by me duly sworn, did depose and say that he resides at No. 236 West Royal Christiansted, St Croix that he is the Manager of CHASE MANHATTAN BANK, N.A. Credit & Marketing, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed h name thereto by like order.

Notary Public

SEAL

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

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38-1

AIRCRAFT CHATTEL MORTGAGE

This mortgage, made this 24th day of March, 19 82 by and between VIRGIN ISLANDS SEAPLANE SHUTTLE, INC.

whose address is *(Number, street, city, zone, and State)* 7 King Street, Christiansted, St. Croix, U.S. Virgin Islands 00820

hereinafter called the MORTGAGOR, and CHALK'S INTERNATIONAL AIRLINES, INC.

whose address is *(Number, street, city, zone, and State)* c/o Resorts International, Inc., 915 Northeast 125th Street, North Miami, Florida 33161

hereinafter called the MORTGAGEE,

WITNESSETH: That the said mortgagor, being justly indebted unto the said mortgagee in the sum of TWO HUNDRED FIFTY THOUSAND ----------dollars ($ 250,000) as evidenced by a promissory note referred to herein, grants, bargains, sells, and mortgages to the said mortgagee, his heirs, administrators, successors, and assigns, the following described aircraft:

Aircraft make and model Grumman G-73 Mallard FAA registration number N-26DF

Manufacturer's serial number J-10

Together with all equipment and accessories attached thereto or used in connection therewith including the following:

SEE RECORDED CONVEYANCE NUMBER 230278 Subordination

MAY 6 3 20 PM '82
FEDERAL AVIATION ADMINISTRATION

CONVEYANCE RECORDED

B 4 8 2 1 3

all of which are included in the term aircraft as used herein.

The above described aircraft is hereby mortgaged to the mortgagee for the prupose of securing in the order named:

First: The payment of all indebtedness evidenced by and according to the terms of that certain promissory note, hereinbelow described, all renewals and extensions thereof:

Note bearing date of March 19 82 executed by the mortgagor and payable to the order of Chalk's International Airlines, Inc. in the aggregate principal sum of $ 250,000 with interest thereon at the rate of 12% per centum per annum, from date, payable in installments as follows:

The principal and interest of said note is payable in 36 installments each on the 1st day of each successive month beginning with the 1st day of May 19 82

The last payment of $ 14,946.43 is due on the 1st day of April 19 85

Second: The prompt and faithful discharge and performance of each agreement of the mortgagor herein contained made with or for the benefit of the mortgagee in connection with the indebtedness to secure which this instrument is executed, and the repayment of any sums expended or advanced by the mortgagee for the maintenance or preservation of the property mortgaged hereby or in enforcing his rights hereunder.

Said mortgagor hereby declares and hereby warrants to the said mortgagee that he is the absolute owner of the legal and beneficial title to the said aircraft and in possession thereof, and that the same is free and clear of all liens, encumbrances, and adverse claims whatsoever, except as follows: *(If no liens other than this mortgage indicate "None".)*

A mortgage granted to Antilles Air Boats, Inc. on a pari passu basis.

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

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

This form courtesy of Aero Title Clearing Service, Inc., P.O. Box 60425, Oklahoma City, Oklahoma 73106 — 405-236-0015

0262 $5.00 4/9/62

Cert. cy retn Gaddis

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

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

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

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

IN WITNESS WHEREOF, the mortgagor has hereunto set its hand and seal on the day and year first above written.

Name of Mortgagor VIRGIN ISLANDS SEAPLANE SHUTTLE, INC.

Signature Michael Braunstein

Title President

Name of mortgagor VIRGIN ISLANDS SEAPLANE SHUTTLE, INC.

Signature(s) *(in ink)* Donald J. Lewis
(If executed for co-ownership, all must sign)
Donald J. Lewis

Title Chairman of the Board
(If signed for a corporation, partnership, owner, or agent)

ACKNOWLEDGMENT BY MORTGAGOR

State of NEW YORK

County of NEW YORK

(SEAL)

KATHLEEN BILELLO
NOTARY PUBLIC, State of New York
No. 30 4680321
Qualified in Nassau County
Commission Expires March 30, 198

My commission expires

On this 24th day of March, 1982, before me personally appeared the above-named mortgagor, to me known to be the person described in and who executed the foregoing chattel mortgage, and acknowledged that he executed the same as his free act and deed, and, if said chattel mortgage be that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

Kathleen Bilello
(Signature of notary public *(in ink)*)

ASSIGNMENT BY MORTGAGEE

For value received, the undersigned mortgagee does hereby sell, assign, and transfer all his right, title and interest in and to the foregoing note and chattel mortgage, and the aircraft covered thereby, unto

whose address is *(Number, street, city, zone, and State)*

and hereby authorizes the said to do every act, and thing necessary to collect and discharge the same. The undersigned mortgagee warrants and agrees to defend the title of said aircraft hereby conveyed against all lawful claims and demands except the rights of the maker. The undersigned mortgagee warrants that he is the owner of a valid security interest in the said aircraft. *(A guaranty clause or any other provisions which the parties hereto are desirous of making a part of this assignment should be included in the following space.)*

Dated this ____ day of ____, 19__.

Name of mortgagee (assignor)

Signature(s) *(in ink)*
(If executed for co-ownership, all must sign)

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

ACKNOWLEDGMENT BY MORTGAGEE (ASSIGNOR)

State of

County of

(SEAL)

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

My commission expires

(Signature of notary public *(in ink)*)

APR 9 11 59 PM '82
CONVEYANCE FILED WITH
FAA AIRCRAFT

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

37-1

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AIRCRAFT CHATTEL MORTGAGE

This mortgage, made this 3rd day of March, 19 82 by and between VIRGIN ISLANDS SEAPLANE SHUTTLE, INC.

whose address is *(Number, street, city, zone, and State)* 7 King Street, Christiansted, St. Croix, U.S. Virgin Islands 00820
hereinafter called the MORTGAGOR, and ANTILLES AIR BOATS, INC.

whose address is *(Number, street, city, zone, and State)* c/o Resorts International, Inc., 915 Northeast 125th Street, North Miami, Florida 33161
hereinafter called the MORTGAGEE,

WITNESSETH: That the said mortgagor, being justly indebted unto the said mortgagee in the sum of FOUR HUNDRED FIFTY THOUSAND ---------- dollars ($ 450,000) as evidenced by a promissory note referred to herein, grants, bargains, sells, and mortgages e said mortgagee, his heirs, administrators, successors, and assigns, the following described aircraft:

APR 4 06 PM '82

Aircraft make and model Grumman G-73 Mallard FAA registration number N-26DF

Manufacturer's serial number J-10

Together with all equipment and accessories attached thereto or used in connection therewith including the following:

SEE RECORDED CONVEYANCE NUMBER 230297 Subordination agr.

all of which are included in the term aircraft as used herein.

above described aircraft is hereby mortgaged to the mortgagee for the prupose of securing in the order named:

First: The payment of all indebtedness evidenced by and according to the terms of that certain promissory note, hereinbelow described, and all renewals and extensions thereof:

Note bearing date of March 19 82 executed by the mortgagor and payable to the order of Antilles Air Boats, Inc. in the aggregate principal sum of $ 450,000 with interest on $250,000 from April 1, 1982 at the rate of 12% per centum per annum, from date, payable in installments as follows:

The principal and interest of said note is payable in 18 installments each on the 1st day of each successive month beginning with the 1st day of May 19 82

The last payment of $ 7,542.16 is due on the 1st day of October 19 83

Second: The prompt and faithful discharge and performance of each agreement of the mortgagor herein contained made with or for the benefit of the mortgagee in connection with the indebtedness to secure which this instrument is executed, and the repayment of any sums expended or advanced by the mortgagee for the maintenance or preservation of the property mortgaged hereby or in enforcing his rights hereunder.

Said mortgagor hereby declares and hereby warrants to the said mortgagee that he is the absolute owner of the legal and beneficial title to the said aircraft and in possession thereof, and that the same is free and clear of all liens, encumbrances, and adverse claims whatsoever, except as follows: *(If no liens other than this mortgage indicate "None".)*

After mortgagor has paid $200,000 on the aforesaid note, a first mortgage of which mortgagee has received written notice; the mortgage to be granted to Chalk's International Airlines, Inc. on a pari passu basis.

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

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

This form courtesy of Aero Title Clearing Service, Inc., P.O. Box 60425, Oklahoma City, Oklahoma 73106 — 405-236-0015

C+D 0198 5.00 3/5/82

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

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

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

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

IN WITNESS WHEREOF, the mortgagor has hereunto set its hand and seal on the day and year first above written.

Name of mortgagor VIRGIN ISLANDS SEAPLANE SHUTTLE INC.

Signature(s) *(in ink)* _____
(If executed for co-ownership, all must sign)
Michael Braunstein

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

ACKNOWLEDGMENT BY MORTGAGOR

State of New York

County of New York

(SEAL)

KATHLEEN BILELLO
NOTARY PUBLIC, State of New York
No. 30 4600321
Qualified in Nassau County
Commission Expires March 30, 1982

My commission expires _____

On this 3rd day of March, 1982, before me personally appeared the above-named mortgagor, to me known to be the person described in and who executed the foregoing chattel mortgage, and acknowledged that he executed the same as his free act and deed, and, if said chattel mortgage be that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

Kathleen Bilello
(Signature of notary public *(in ink)*)

ASSIGNMENT BY MORTGAGEE

For value received, the undersigned mortgagee does hereby sell, assign, and transfer all his right, title and interest in and to the foregoing note and chattel mortgage, and the aircraft covered thereby, unto

whose address is *(Number, street, city, zone, and State)*

and hereby authorizes the said _____ to do every act, and thing necessary to collect and discharge the same. The undersigned mortgagee warrants and agrees to defend the title of said aircraft hereby conveyed against all lawful claims and demands except the rights of the maker. The undersigned mortgagee warrants that he is the owner of a valid security interest in the said aircraft. *(A guaranty clause or any other provisions which the parties hereto are desirous of making a part of this assignment should be included in the following space.)*

Dated this _____ day of _____, 19____.

Name of mortgagee (assignor) _____

Signature(s) *(in ink)* _____
(If executed for co-ownership, all must sign)

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

ACKNOWLEDGMENT BY MORTGAGEE (ASSIGNOR)

State of _____

County of _____

(SEAL)

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

My commission expires _____

_____
(Signature of notary public *(in ink)*)

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

FORM APPROVED OMB NO. 04-R0076

36-1

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- 26DF

E 042082

AIRCRAFT MANUFACTURER & MODEL
Grumman G-73 Mallard

AIRCRAFT SERIAL No.
J-10

FOR FAA USE ONLY

TYPE OF REGISTRATION (Check one box)

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

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

Virgin Islands Seaplane Shuttle, Inc.

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: 7 King Street

Rural Route: P.O. Box:

CITY	STATE	ZIP CODE
Christiansted, St.Croix	U.S. Virgin Islands	00820

☐ 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:
Check one as appropriate

a. ☒ A citizen of the United States;

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

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

(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.

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.

SIGNATURE	TITLE	DATE
Virgin Islands Seaplane Shuttle, Inc.		
SIGNATURE	TITLE	DATE
By: [signature]	President	Mar. 3, 1982
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.

AC FORM 8050-1 (11-79) (0052-00-628-9005) SUPERSEDES PREVIOUS EDITION

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

OKLAHOMA CITY
MAR 4 9 10 AM '82
FAA

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

FORM APPROVED:
OMB NO. 04-R0076

35-1

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE 3 6 7

FOR AND IN CONSIDERATION OF $ 1&OVC THE UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:

UNITED STATES REGISTRATION NUMBER N-26DF

AIRCRAFT MANUFACTURER & MODEL Grumman G-73 Mallard

AIRCRAFT SERIAL No. J-10

DOES THIS 3rd DAY OF March, 19 82, HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:

E71140

APR 20 4 05 PM '82

Do Not Write In This Block
FOR FAA USE ONLY

PURCHASER

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

Virgin Islands Seaplane Shuttle, Inc.
7 King Street
Christiansted, St. Croix
U.S. Virgin Islands 00820

DEALER CERTIFICATE NUMBER

AND TO its successors ~~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 3rd DAY OF March, 19 82.

SELLER	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
	Chalk's International Airline, Inc.	Thomas F. Donnell	Treasurer

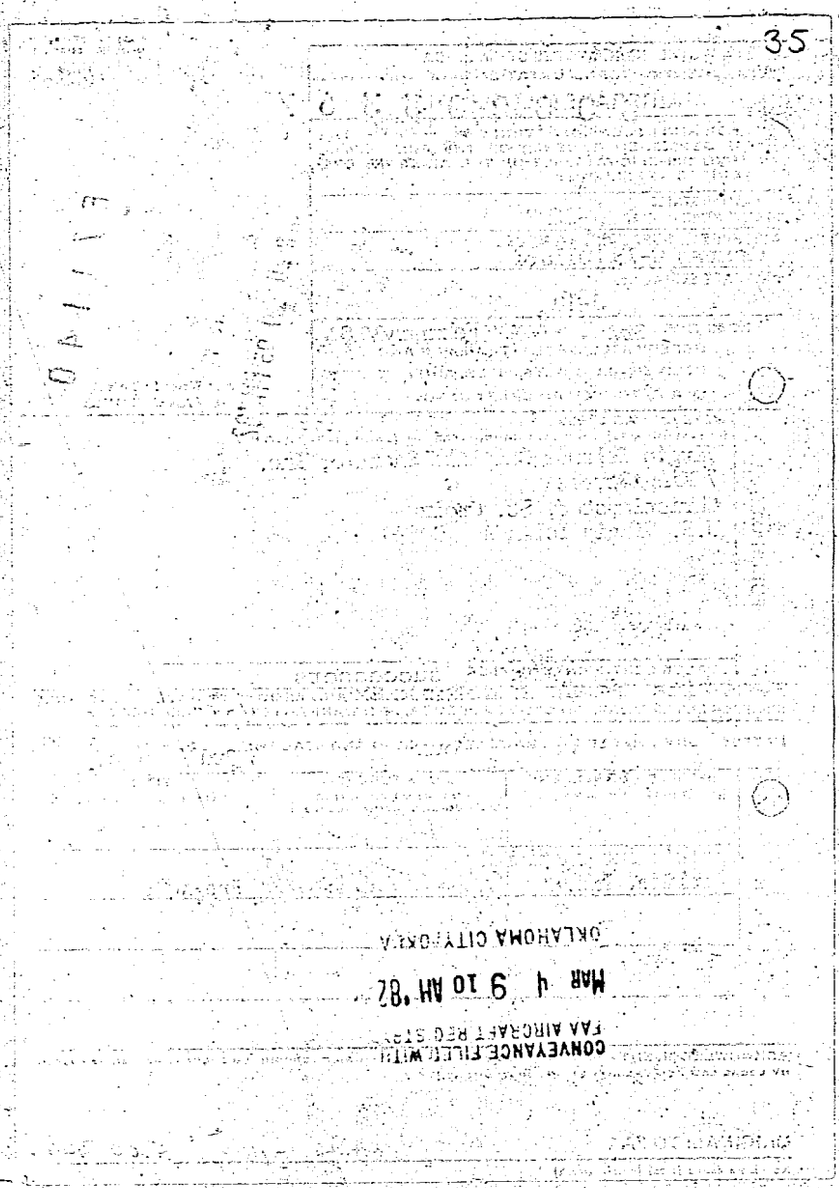
ACKNOWLEDGMENT (NOT REQUIRED FOR PURPOSES OF FAA RECORDING; HOWEVER, MAY BE REQUIRED BY LOCAL LAW FOR VALIDITY OF THE INSTRUMENT.)

ORIGINAL: TO FAA

ctd 0168 5.00 3/4/82

AC FORM 8050-2 (8-76) (0052-629-0002)

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83



FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

FORM APPROVED OMB NO. 04-R0078

34-1

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

AIRCRAFT REGISTRATION APPLICATION

CERTIFICATE ISSUE DATE: D 112081

UNITED STATES REGISTRATION NUMBER: N 26Df 0000 00012

AIRCRAFT MANUFACTURER & MODEL: Grumman G-73

AIRCRAFT SERIAL No.: J-10

FOR FAA USE ONLY

TYPE OF REGISTRATION (Check one box)

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

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

CHALK'S INTERNATIONAL AIRLINE, INC.

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: 837 City National Bank Bldg.

Rural Route: P. O. Box:

CITY	STATE	ZIP CODE
Miami,	Florida	33130

☐ 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

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

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

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.

SIGNATURE	TITLE	DATE
[signature]	Vice-President	3/24/81
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.

AC FORM 8050-1 (8-76) (0052-00-628-9004)

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

34

OKLAHOMA CITY
OKLAHOMA
OCT 6 11 05 AM '81
AIRCRAFT REGISTRY
RECD WITH FAA
CONVEYANCE

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

FORM APPROVED: OMB NO. 04-R0076

33-1

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE

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

00 0 0 4 8 0 7 7 1 1

UNITED STATES REGISTRATION NUMBER N 26DF

AIRCRAFT MANUFACTURER & MODEL
Grumman G-73

AIRCRAFT SERIAL No.
J-10

CONVEYANCE RECORDED
NOV 20 11 47 AM '81
FEDERAL AVIATION ADMINISTRATION

DOES THIS 24th DAY OF Sept. 1981 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:

Do Not Write In This Block
FOR FAA USE ONLY

PURCHASER

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

CHALK'S INTERNATIONAL AIRLINE, INC.
837 City National Bank Bdg
Miami, Fl 33130

DATS

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 it has SET its HAND AND SEAL THIS 24 DAY OF Sept 81

SELLER

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
Antl, Inc.	David B. Bruden	Vice-President
	1801	255 5.00 1 1 10/08/81

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

ORIGINAL: TO FAA

AC FORM 8050-2 (5-76) (0052-629-0002)

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
OCT 8 11 05 AM '81
OKLAHOMA CITY
OKLAHOMA

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

FORM APPROVED OMB NO. 04-R0076

32-1

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

0 0 0 0 0 6 7 4

CERT. ISSUE DATE

G 111678

FOR FAA USE ONLY

UNITED STATES REGISTRATION NUMBER N 26 DF

AIRCRAFT MANUFACTURER & MODEL
Grumman G-73

AIRCRAFT SERIAL No.
J-10

TYPE OF REGISTRATION (Check one box)

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

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

ANTL Inc.

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: 915 N.E. 125 Street

Rural Route: P. O. Box:

CITY	STATE	ZIP CODE
N. Miami	Florida	33161

☐ CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS

ATTENTION! Read the following statement before signing this application.

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

CERTIFICATION

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

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

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.

SIGNATURE	TITLE	DATE
[signature]	President	10/27/78
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.

AC FORM 8050-1 (8-76) (0052-00-628-9004)

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

32

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
NOV 6 3 19 PM '78
OKLAHOMA CITY, OKLA.

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

FORM APPROVED: OMB NO. 04-R0076

DO NOT WRITE IN THIS BLOCK FOR FAA USE ONLY. 31-1

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

0 0 0 0 0 0 6 7 2

AIRCRAFT BILL OF SALE

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

AIRCRAFT MAKE AND MODEL
Grumman G-73

MANUFACTURER'S SERIAL NUMBER
J-10

NATIONALITY & REGISTRATION MARKS
N26DF

DOES THIS 27th DAY OF Oct 1978 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:

FEDERAL AVIATION ADMINISTRATION
NOV 16 10 37 AM '78

G 25964

CONSUMMATED
RECORDED

PURCHASER

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

ANTL, Inc
915 N.E. 125th Street
North Miami, Florida 33161

BHO

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 BLACK INK.) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
Antilles Air Boats Inc.	[signature]	Vice-President

NOV 9 5 9 9 4 0005.00 RC A

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

ORIGINAL: TO FAA

AC FORM 8050-2 (4-71)(0052-629-0002)

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
NOV 6 3 18 PM '78
OKLAHOMA CITY, OKLA

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

FORM APPROVED: OMB NO. 04-R0076

DO NOT WRITE IN THIS BLOCK FOR FAA USE ONLY. 30-1

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

0 0 0 0 0 0 6 7 3

AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF $10.00 OVC THE UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:

AIRCRAFT MAKE AND MODEL
Grumman G-73

MANUFACTURER'S SERIAL NUMBER
J-10

NATIONALITY & REGISTRATION MARKS
N26DF

DOES THIS 26th DAY OF October 1978 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:

NOV 16 10 37 AM '78
FEDERAL AVIATION ADMINISTRATION

G 25963

PURCHASER

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

Antilles Air Boats Inc.
Seaplane Ramp
Christiansted
St. Croix, U.S. Virgin Islands 00820

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 26 DAY OF Oct 1978

SELLER

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN BLACK INK.) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
Amphibian Sales, Inc.	Dean H. Frauell	Vice President

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

ORIGINAL: TO FAA

AC FORM 8050-2 (4-71) (0052-829-0002)

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

30

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
NOV 6 3 18 PM '78
OKLAHOMA CITY, OKLA

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

FORM APPROVED OMB NO. 04-R0076

29-1

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

AIRCRAFT REGISTRATION APPLICATION

0 0 0 0 0 0 8 1 8

CERT. ISSUE DATE

G 080378

FOR FAA USE ONLY

UNITED STATES REGISTRATION NUMBER N 26RF

AIRCRAFT MANUFACTURER & MODEL Grumman G73

AIRCRAFT SERIAL No. I-10

TYPE OF REGISTRATION (Check one box)

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

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

AMPHIBIAN SALES, INC.

ADDRESS (Permanent mailing address for first applicant listed.)

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

Rural Route: P. O. Box:

CITY	STATE	ZIP CODE
Miami	Florida	33142

☐ CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS

ATTENTION! Read the following statement before signing this application.

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

CERTIFICATION

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

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

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.

SIGNATURE	TITLE	DATE
Dean H. Franklin	Vice President	7/17/78
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.

AC FORM 8050-1 (8-76) (0052-00-628-9004)

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

29

C 1 C 0 0 0 0 0 0

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
JUL 20 1 12PM '78
OKLAHOMA CITY
OKLAHOMA

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

28-9

000000819

West Coast Air

The West Coast — "Our Coast" — DAILY!

AIRCRAFT BILL OF SALE

For and in consideration of $1.00 and other valuable considerations undersigned owner(s) of the full legal and beneficial title of the aircraft described as follows:

AIRCRAFT MAKE AND MODEL: G-73 GRUMMAN MALLARD

MANUFACTURER'S SERIAL NUMBER	NATIONALITY & REGISTRATION MARKS
J-10	CANADIAN C-FHLA

does this 26 day of MAY 19 78, hereby sell, grant, transfer and deliver all rights, title, and interests in and to such aircraft unto:

PURCHASER

NAME AND ADDRESS
(If individual(s), give last name, first name, and middle initial)

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

AUG 3 3 55 PM '78
C-FEDERAL AVIATION ADMINISTRATION

67366

and to the executors, administrators, and assigns to have and to hold singularly the said aircraft forever, and certifies that same is not subject to any mortgage or other encumbrance except:

TYPE OF ENCUMBRANCE	AMOUNT	DATED
NIL		

IN FAVOR OF

in testimony whereof I have set my hand and seal this 26 day of MAY 19 78

SELLER

NAME(S) (Typed or Printed)	SIGNATURE(S) (In ink.) (If executed for co-ownership, all must sign.)	TITLE (If signed for a corporation, partnership, owner or agent.)
WEST COAST AIR SERVICES LTD.	[signature]	PRESIDENT

[signature]
Witness,

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

28-8

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
JUL 20 1 17 PM '78
OKLAHOMA CITY
OKLAHOMA

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

28-7

0 0 0 0 0 0 8 2 0

Representation in Support of Application
For Registration of Aircraft
Owned by Corporations in United States

The civil aircraft identified as N 26DF is owned by AMPHIBIAN SALES, INC., a corporation of the State of FLORIDA, and is based and primarily used in the United States.

This representation is furnished in support of that AC Form 8050-1, Aircraft Registration Application, executed in behalf of the corporation on July 17 1978, and furnished to the FAA Aircraft Registry.

AMPHIBIAN SALES, INC.
Corporate Name

4041 N.W. 25 Street
Miami, Florida 33142
Address

BY: Dean A. Trumbo
Name

Vice President
Title

July 17, 1978
Date

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

28-6

0 0 0 0 0 0 0 2 0

Representation in Support of Application
For Registration of Aircraft
Owned by Corporations in United States

The civil aircraft identified as N 38DF is owned by

AMPHIBIAN SALES, INC., a corporation of the

State of FLORIDA, and is based and primarily

used in the United States.

This representation is furnished in support of that AC Form 8050-1,

Aircraft Registration Application, executed in behalf of the

corporation on July 17, 1978, and furnished to

the FAA Aircraft Registry.

AMPHIBIAN SALES, INC.
Corporate Name

4041 N.W. 7th Street
Miami, Florida 33126
Address

BY:
Name

Vice President
Title

July 17, 1978
Date

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
JUL 20 1 18 PM '78
OKLAHOMA CITY
OKLAHOMA

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

28-5

DEPARTMENT OF TRANSPORT
CANADIAN AIR TRANSPORTATION ADMINISTRATION
CIVIL AERONAUTICS

MINISTÈRE DES TRANSPORTS
ADMINISTRATION CANADIENNE DES TRANSPORTS AÉRIENS
L'AÉRONAUTIQUE CIVILE

CERTIFICATE OF REGISTRATION OF AIRCRAFT

CERTIFICAT D'IMMATRICULATION D'AÉRONEF

CANADA

1. Canadian Nationality and Registration Marks / Marques de nationalité et d'immatriculation	2. Manufacturer and Manufacturer's Designation of Aircraft / Nom et désignation du constructeur de l'aéronef	3. Aircraft Serial Number / Numéro de série de l'aéronef
C-GHLA	Grumman Aircraft Corporation - Grumman G-73	J-10

4. Purpose / Objet — ☐ Private / Privé ☒ Commercial ☐ State / Etat

This Certificate must be in the Aircraft when operated / Le présent certificat doit être à bord de l'aéronef quand celui-ci est exploité

5. Name of Owner / Nom du propriétaire
WEST COAST AIR SERVICES LTD.,

6. Address of Owner / Adresse du propriétaire
518 Airport Road,
Vancouver International Airport South, B.C.

This Certificate is issued for Registration Purposes only and is not a Certificate of Title / Ce certificat est délivré pour fin d'immatriculation et n'est pas un certificat de titre

Whereas it has been declared that the above mentioned aircraft is not registered in any other state it is hereby certified that it has been duly entered on the Register of Canada in accordance with the Convention on International Civil Aviation dated the 7th December, 1944 and the Air Regulations.

Attendu que l'aéronef mentionné ci-dessus n'a pas été immatriculé dans un autre état selon déclaration reçue je certifie par la présente que cet aéronef a été inscrit au registre de Canada conformément à la convention relative à l'aviation civile internationale signée le 7 décembre 1944 et au règlement de l'air.

December 16, 1974
Date of Issue — Date de délivrance

Seal

Minister of Transport - Ministre des Transports

264N119
6-74

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

28-4

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
JUL 20 1 18 PM '78
OKLAHOMA CITY
OKLAHOMA

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

28-3

AMPHIBIAN PARTS, Inc.

Telephone (305) 871-2210
Telex

4041 N. W. 25th STREET MIAMI, FLORIDA 33142



17 July 1978

F.A.A.
Aeronautical Center
P.O. Box 25504
Oklahoma City, Oklahoma 73125

Reference: Grumman G73 s/n J10
Purchased by Amphibian Sales, Inc.

Gentlemen:

We have reserved number N26DF for our use and request that this number be assigned to the above mentioned aircraft.

Please mark your records accordingly.

Very truly yours,

AMPHIBIAN PARTS, INC.

Dean H. Franklin

Dean H. Franklin
President

DHF/mi

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

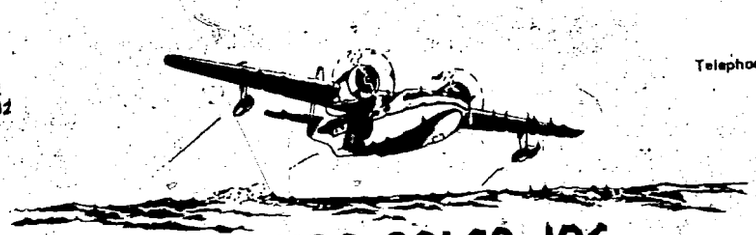
CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
JUL 20 1 18 PM '78
OKLAHOMA CITY
OKLAHOMA

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

28-1

4041 N.W. 25 Street
Miami, Florida 33142

Telephone: (305) 871-2210
Telex: 51 9279



AMPHIBIAN SALES, INC.

17 July 1978

Director General, Civil Aeronautics
Department of Transport
Ottawa, Ontario K1A 0N8 Canada

Attention: Aircraft Registration Superintendent

Dear Sir:

Please be advised that we have purchased Grumman G73 s/n J10 Canadian Registration C-GHLA from West Coast Air services Ltd. in Vancouver, B.C. and it is now being returned to U.S. Registration.

We are herewith enclosing the Canadian Certificate of Aircraft Registration, Certificate of Airworthiness and copy of Bill of Sale to us.

The Canadian letters C-GHLA have been removed from the aircraft pending registration in the U.S.

Please notify Oklahoma City F.A.A. office of de-registration of this aircraft so we may obtain the U.S. registration for this aircraft.

Very truly yours,

AMPHIBIAN SALES, INC.

Dean H. Franklin

Dean H. Franklin
Vice President

DHF/mi
Enc.



Specializing in the Sale of Amphibian Aircraft



FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
JUL 20 1 18 PM '78
OKLAHOMA CITY
OKLAHOMA

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

T+
FAA AC OKC

MOT OTT
TLX 014
OTTAWA ONT 2 AUG 1155A
CHIEF AIRCRAFT REGISTRATION BR
FAA OKLAHOMA CITY

U R G E N T

LICA A908/78 THIS CONFIRMS THAT C-GHLA, GRUMMAN G-73, SERIAL NUMBER J-10 WAS REMOVED FROM THE CANADIAN CIVIL AIRCRAFT REGISTER EFFECTIVE AUGUST 2, 1978.
JE LAFONTAINE
SUPERINTENDENT AIRCRAFT LICENSING AND REGISTER
AERONAUTICAL LICENSING AND INSPECTION BR
TRANSPORT CANADA
TLX 053 3130
+
FAA AC OKC

MOT OTT

AUG 2 16 16 78

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

27

TO
FAA MC OKC

NOT CTT
TLX 910
CTTAFA OKT 8 AUG 1330A
CHIEF AIRCRAFT REGISTRATION BR
FAA OKLAHOMA CITY

U R G E N T

LICE ADDING THIS COMPLIES JANET C-GUKE, MEDICAL CERT. EXPIRE
NUMBER JANUARY REMOVED FROM THE CANCELLED DAVIL MINDRAY REGISTER
EFFECTIVE AUGUST 2, 1983.
JE LIFONTAINE
SUPERINTENDENT AIRCRAFT LICENSING AND REGISTRY
AIRWORTHINESS LICENSING AND INSPECTION DIV
TRANSPORT CANADA
TLX 053 3150
+
FAA MC OKC

NOT CTT

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

26-1

TELEGRAPHIC MESSAGE

NAME OF AGENCY	PRECEDENCE	SECURITY CLASSIFICATION
FEDERAL AVIATION ADMINISTRATION AERONAUTICAL CENTER OKLAHOMA CITY, OKLAHOMA	☐ PRIORITY ☒ ROUTINE	
ACCOUNTING CLASSIFICATION	DATE PREPARED 12/6/74 10:25 AM	TYPE OF MESSAGE ☒ SINGLE ☐ BOOK ☐ MULTIPLE-ADDRESS
FOR INFORMATION CALL		
NAME B.GROVER:ab	PHONE NUMBER 2117	

THIS SPACE FOR USE OF COMMUNICATION UNIT
CHARGE TO:
FAA

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

TO:
E MOT OTT
AIRCRAFT LICENSING
TELEX 053-3130
OTTAWA, ONTARIO, CANADA

THIS CONFIRMS

☒ DEREGISTRATION OF N 2947, GRUMMAN G-73

SERIAL J-10, FROM THE UNITED STATES CIVIL

AIRCRAFT REGISTER EFFECTIVE 8 AM CST DEC 6, 1974

☐ _____ AIRCRAFT SERIAL _____

HAS NEVER BEEN ENTERED ON THE UNITED STATES CIVIL AIRCRAFT

REGISTER AS OF _____.

☐ OUR RECORDS SHOW NO UNRELEASED RECORDED LIENS AGAINST AIRCRAFT.

☐ OUR RECORDS SHOW UNRELEASED LIEN(S) AGAINST THIS AIRCRAFT.
CONSENT TO EXPORT RECEIVED FROM LIEN HOLDER: _____

PAUL D. YOST
CHIEF, AIRCRAFT REGISTRATION BRANCH, AAC-250
FEDERAL AVIATION ADMINISTRATION

PAGE NO.	NO. OF PGS.
1	1

SECURITY CLASSIFICATION

STANDARD FORM 14
REVISED AUGUST 1967 OP-AC-11
GSA FPMR (41 CFR) 101-35.306

★ U.S. GOVERNMENT PRINTING OFFICE: 1971-FSS 7600-B/449-420

14-306

C FAA AC 74-1289

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

26.

MICRO

FEDERAL AVIATION ADMINISTRATION
AERONAUTICAL CENTER
OKLAHOMA CITY, OKLAHOMA 73125

CERTIFICATE OF AIRCRAFT REGISTRATION

THIS CERTIFICATE IS ISSUED TO CONFIRM THAT THE CERTAIN AIRCRAFT DESCRIBED BELOW HAS BEEN REGISTERED IN THE NAME OF THE PERSON IDENTIFIED BELOW IN ACCORDANCE WITH CHAPTER 441 OF TITLE 49 OF THE UNITED STATES CODE. FOR THE PURPOSES OF THE TRANSFER OF TITLE AND OPERATION OF THE AIRCRAFT, THIS CERTIFICATE SHALL BE CONSIDERED IN LIEU OF THE LAST PRECEDING CERTIFICATE OF AIRCRAFT REGISTRATION.

1. NATIONALITY AND REGISTRATION MARK	2. MANUFACTURER'S DESIGNATION OF AIRCRAFT
N6CQ	
3. MANUFACTURER'S SERIAL NUMBER	4. TYPE OF AIRCRAFT
5. NAME OF OWNER (Give full name of one owner)	6. MAILING ADDRESS (Number, street, and rural route)
	CITY, STATE AND ZIP CODE

7. CERTIFICATE ISSUED TO (Check one)
☐ CORPORATION ☐ NON-CITIZEN CORPORATION ☐ CO-OWNER

8. CERTIFICATE ISSUED (For FAA use)
DATE

9. PREVIOUS REGISTRATION (If any)
NATIONALITY AND REGISTRATION MARK

OWNER

10. THIS CERTIFICATE IS ISSUED TO CERTIFY THAT:
☐ A CORPORATION NOT A CITIZEN OF THE UNITED STATES OWNED THE AIRCRAFT DESCRIBED HEREON AS OF THE DATE SHOWN IN ITEM 8.
☐ THE AIRCRAFT DESCRIBED HEREON WAS OWNED BY THE UNITED STATES CITIZEN NAMED IN ITEM 5 AS OF THE DATE SHOWN IN ITEM 8.
☐ DEREGISTRATION OF A REGISTERED AIRCRAFT

THIS CERTIFICATE IS NOT EVIDENCE OF OWNERSHIP OF THE AIRCRAFT

CERTIFICATE TO BE MAILED TO (Name and address)

N/A

CERTIFICATE OF AIRCRAFT REGISTRATION

THIS CERTIFICATE IS ISSUED TO CERTIFY THAT:

☐ A CORPORATION NOT A CITIZEN OF THE UNITED STATES OWNED THE AIRCRAFT DESCRIBED HEREON AS OF THE DATE SHOWN IN ITEM 8.

☐ THE AIRCRAFT DESCRIBED HEREON WAS OWNED BY THE UNITED STATES CITIZEN NAMED IN ITEM 5 AS OF THE DATE SHOWN IN ITEM 8.

☐ DEREGISTRATION OF A REGISTERED AIRCRAFT

THIS CERTIFICATE IS NOT EVIDENCE OF OWNERSHIP OF THE AIRCRAFT

CERTIFICATE TO BE MAILED TO (Name and address)

N/A

PAUL D. VOGT
CHIEF, AIRCRAFT REGISTRATION BRANCH, AAC-250

SECURITY CLASSIFICATION

AC Form 8050-3 (10-72) OP-AC-11 U.S. GOVERNMENT PRINTING OFFICE: 1974-PFS 7220-8/443-450

FAA AC 74-1830

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

26

25-1

AIRCRAFT ACCIDENT NOTICE

FROM:	TO:

A

Aircraft Registration No.	MAKE	MODEL	SERIAL NO.
N-2947	Grumman	G-73	J-10

The above reported aircraft has been totally destroyed.
Date of Accident:

Name:

B

CANCELLATION OF AIRCRAFT REGISTRATION NUMBER

REGISTRATION NO. N-2947

EXPORT CERT. NO. E-

NAME Frakes Aviation, Inc.
Rt. 3 Box 229B
Cleburne, Tx.

Lien Information on File:
☐ None ☒ Outstanding
Recorded Conveyance
No. N75015
Napa Valley Bank (Concent)

The above Registration Number is to be canceled for the reason checked below:

- ☐ Accident
- ☒ Exported to: Canada
- ☐ Permanently retired from service
- ☐ Dismantled or salvaged
- ☐ At the request of: ☐ Registrant ☐ Owner
- ☐ Revocation
- ☐ AC Form 8050-73 Action
- ☐ Other (Specify) .....

☐ Convention
☒ Non-Convention

reinstate 8-3-78 27

INDEX CHECKED THROUGH: 12-5-74

Official approving the cancellation:
Name: B Grover, AAC-252

TIME: 8:00 am

DATE: C DEC 06 1974

CONFIRM TO: ☒ WIRE ☐ MAIL
Canada

COPY TO: ☐ WIRE ☐ MAIL
Pure Cancel

CHARGE TO:

FOREIGN MARKINGS:
EXPORTED

C

The above registration number has been canceled and records adjusted accordingly.
Records Clerk:

DATE: 05 6 DECEMBER 1974

AC Form 8050-17 (6-70)

C FAA AC 72-0274

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

25

AIRCRAFT ACCIDENT NOTICE

FROM: TO:

MICRO

A Aircraft Registration No. N-2947 | MODEL: [illegible] | SERIAL NO.

The above reported aircraft has been totally destroyed. Date of Accident: | Name:

CANCELLATION OF AIRCRAFT REGISTRATION NUMBER

REGISTRATION NO. N-2947 | NAME: [illegible]

EXPORT CERT. NO. E- | Lien Information on File: ☐ None ☒ Outstanding Recorded Conveyance No. [illegible]

The above Registration Number is to be canceled for the reason checked below:

☐ Accident ☐ Convention
☒ Exported to: [illegible] ☒ Non Convention
☐ Permanently retired from service
☐ Dismantled or salvaged
☐ At the request of: ☐ Registrant ☐ Owner
☐ Revocation
☐ AC Form 8050-73 Action
☐ Other (Specify) ..... INDEX CHECKED THROUGH: 12-5-74

Official approving the cancellation: Name: [illegible] | TIME: [illegible] | DATE: 6 DEC 6 [illegible]

CONFIRM TO: ☒ WIRE ☐ MAIL | COPY TO: ☐ WIRE ☐ MAIL

CHARGE TO: | FOREIGN MARKINGS: EXPORTED

C The above registration number has been canceled and records adjusted accordingly. Records Clerk: | DATE: 05 6 DECEMBER 1974

AC Form 8050-17 (8-70) FAA/AC 78-0376

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

24-1

MICRO

DEC 6 02 16Z74

FAA AC OKC
WGRKQIQULKWAPEIERUE339)PD 12/05/74 1817
ICS IPMRNCZ CSP
7072558300 TDRN NAPA CA 49 12-05 0617P EST
PMS ATTN MRS GROVER FAA AIRCRAFT REGISTRATION , DLR
PO BOX 25082
OKLAHOMA CITY OK 73125
OUR MORTGAGE AND LIEN ON AIRCRAFT REGISTRATION NUMBER N-2947
SERIAL NUMBER J-10 CONVAYANCE NUMBER N75015 REGISTERED TO FRAKES
AVIATION INC. WAS SATISFIED ON 4-26 OF 74 AND IS OR TO RELEASE
THE AIRCRAFT FOR EXPORT CONFIRMING LETTER FOLLOWING
FRANK ROWLEY ASSISTANT VICE PRESIDENT NAPA VALLEY BANK NAPA
CA/CC: WESTCOAST AIR SERVICES LTD
NNNN

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

MICRO

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

23-1

F 78214

CONVEYANCE RECORDED
DEC 19 10 07 AM '74
FEDERAL AVIATION ADMINISTRATION

napa valley bank

CLAY & FRANKLIN ST. - NAPA, CALIF. 94558 - P.O. BOX 848 - PHONE (707) 255-8300

December 16, 1974

FAA Aircraft Registration
P. O. Box 25082
Oklahoma City, OK 73125

Attention: Mrs. Grover

Gentlemen:

Our mortgage and lien on Aircraft Registration No. N 2947, Serial No. J-10, Conveyance No. N 75015, registered to Frakes Aviation, Inc., was satisfied on April 26, 1974, and is okay to release the aircraft for export.

Yours very truly,

Frank A. Rowley
Asst. Vice President

FAR/mw

cc: Westcoast Air Services, Ltd.

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

23

MICRO

December 16, 1974

FAA Aircraft Registration
P. O. Box 25083
Oklahoma City, OK 73125

Attention: Mrs. Grover

Gentlemen:

Our mortgage and lien on Aircraft Registration No. N 2047, Serial No. J-10, Conveyance No. M 75015, registered to Frakes Aviation, Inc., was satisfied on April 26, 1974, and is okay to release the aircraft for export.

Yours very truly,

Frank A. Rowley
Asst. Vice President

FAR/mw

cc: Westcoast Air Services, Ltd.

OKLAHOMA CITY, OKLA.

DEC 18 8 24 AM '74

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

FORM APPROVED:
OMB NO. 04-R0076

DO NOT WRITE IN THIS BLOCK FOR FAA USE ONLY. 22-1

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE

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

AIRCRAFT MAKE AND MODEL
GRUMMAN G-73

MANUFACTURER'S SERIAL NUMBER
J-10

NATIONALITY & REGISTRATION MARKS
N2947

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

PURCHASER

NAME AND ADDRESS
(IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL.)
WEST COAST AIR SERVICES, Ltd.
518 Airport Road South
International Airport South
Vancouver, B. C. V7B 1B4 CANADA

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 BLACK INK.) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
FRAKES AVIATION, Inc. Route 3, Box 229-B Cleburne, Texas 76031	J Fred Frakes	President

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

ORIGINAL: TO FAA

AC FORM 8050-2 (4-71) (0052-629-0002)

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

22

MICRO

OKLAHOMA CITY, OKLA.

NOV 29 3 24 PM '74

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

ORIGINAL TO FAA

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

21-1

EFFECT OF REGISTRATION

Section 501 (f) of the Federal Aviation Act of 1958 (49 U.S.C. 1401) provides: "——Registration shall not be evidence of ownership of aircraft in any proceeding in which such ownership by a particular person is, or may be, in issue."

NOTICE

It is the responsibility of persons needing information as to recorded instruments affecting the aircraft identified in this certificate to make a personal search of the records or avail themselves of the services of an agent or attorney. Instruments affecting ownership and encumbrances are received by the Federal Aviation Administration for recordation. Such records are public records open for inspection in the FAA Aviation Records Building, Aeronautical Center, Oklahoma City, Oklahoma.

DURATION OF REGISTRATION

Each certificate of registration issued by the FAA is effective, unless suspended or revoked, until the date upon which

a. ☐ The registration is canceled at the written request of the registered owner.

b. ☐ The aircraft is totally destroyed or scrapped.

c. ☐ The registered owner loses his U.S. citizenship.

d. ☐ Thirty days have elapsed since the death of the registered owner.

e. ☐ The registration is revoked because of noncompliance with FAR 47.44

f. ☒ The aircraft is registered under the laws of a foreign country:

CANADA
(NAME OF FOREIGN COUNTRY)

g. ☐ The ownership of the aircraft is transferred to:

NAME West Coast Air Serivces
ADDRESS 518 Airport Road South Internat'l Airport So.
CITY Vancouver STATE B.C. V7B 1B4

UPON EXPIRATION FOR ANY OF THE FOREGOING REASONS, CHECK THE APPROPRIATE BOX ABOVE, SIGN IN INK BELOW, AND RETURN THIS CERTIFICATE TO:
FAA AIRCRAFT REGISTRY, P.O. BOX 25082, OKLAHOMA CITY, OKLA. 73125

SIGNATURE David Joe Fraker TITLE Vice President DATE 11-18-74

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

21

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION – FEDERAL AVIATION ADMINISTRATION
CERTIFICATE OF AIRCRAFT REGISTRATION

This certificate must be in the aircraft when operated

NATIONALITY AND REGISTRATION MARKS: N 2941 [illegible]

AIRCRAFT SERIAL NO.: J-10

MANUFACTURER AND MANUFACTURER'S DESIGNATION OF AIRCRAFT: GRUMMAN G-73

[illegible] MICRO

ISSUED TO:
FRAKES AVIATION INC
RT 3 BOX 229 B
CLEBURNE TEX 76031

CORPORATION

This certificate is issued for registration purposes only and is not a certificate of title. The Federal Aviation Administration does not determine rights of ownership as between private persons.

It is certified that the above described aircraft has been entered on the register of the Federal Aviation Administration, United States of America, in accordance with the Convention on International Civil Aviation dated December 7, 1944, and with the Federal Aviation Act of 1958, and regulations issued thereunder.

DATE OF ISSUE: MARCH 08, 1973

Alexander P. Butterfield
Administrator

DURATION - See reverse side.

FEDERAL AVIATION ADMINISTRATION

AC Form 8050-3 (4-73)

CUT ON DOTTED LINE

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

3. 26 JUL 1974

FORM APPROVED: OMB No. 04-R0076

20-1

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION — FEDERAL AVIATION ADMINISTRATION

AIRCRAFT REGISTRATION APPLICATION

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

CERT. ISSUE DATE

NATIONALITY AND REGISTRATION MARKS N 2947

AIRCRAFT MAKE AND MODEL Grumman G-73

AIRCRAFT SERIAL No. J-10

N 030873
FOR FAA USE ONLY

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

Frakes Aviation, Inc.

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street:

Rural Route: Rt 3 Box 229-B P. O. Box: 459

☐ CHECK HERE IF ADDRESS CHANGE	CITY	STATE	ZIP CODE
	~~Angwin~~ Cleburne	~~California~~ Texas	~~94508~~ 76031

(No fee required for revised Certificate of Registration)

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

CERTIFICATION

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

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

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.

SIGNATURE	TITLE	DATE
J. F. Frakes	President	8/8/72
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.

AC Form 8050-1 (4-71) (0052-628-9002)

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

MICRO

20

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
AUG 29 10 22 AM '72
OKLAHOMA CITY, OKLA.

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

19-1

SECURITY AGREEMENT

(BANK NOT TO BE IN POSSESSION)

N75015

GOODS—Consumer Goods, Equipment, Farm Products and Timber under Contract to be Cut and Removed.

In consideration of the covenants and agreements contained herein, and financial accommodations given, to be given or continued, the undersigned Borrower hereby, pursuant to the California Uniform Commercial Code, grants to the Secured Party (Bank) a security interest in all of the Collateral described in paragraph 3 herein. The security interest created by this Agreement attaches immediately upon execution hereof or as soon as Borrower acquires rights to the Collateral and secures payment of any and all of Borrower's Indebtedness (including all debts, obligations, or liabilities now or hereafter existing, absolute or contingent, and future advances) to Bank.

CONVEYANCE RECORDED
MAR 8 12 35 PM '73
FEDERAL AVIATION ADMINISTRATION

1. BORROWER(S)

a. Frakes Aviation, Inc. — Name — Social Security or Employer Number

b. Trade Name (if any)

c. P.O. Box 159 Angwin, Calif. 94558 — Mailing Address — City — State — Zip

d. Chief Place of Business — City — State — Zip

e. Residence (individuals) — City — State — Zip

2. SECURED PARTY—Name and Mailing Address (Transit and A.B.A. No.)

Napa Valley Bank 1400 Clay St. Napa, Calif. 94558

3. COLLATERAL DESCRIPTION (AND LOCATION):

Grumman G-73 (Mallard)
N-2947 Serial # J-10

SEE RECORDED CONVEYANCE NUMBER F78214

4. PURCHASE MONEY SECURITY INTEREST:
~~JTF~~ If indicated by Borrower's initials, Bank is giving value to enable Borrower to acquire rights in, or the use of, Collateral.

5. INCORPORATION OF PROVISIONS ON REVERSE: All provisions on the reverse side are incorporated herein as if set forth fully at this point.

Dated Aug. 8, 1972

Frakes Aviation, Inc.

By J Fred Frakes

Title President

SIGNATURE OF BORROWER(S)

CBA-SA-1A (REV. 7-68)

ORIGINAL — TO BANK

FAA 8-7 1443 ch 1 G.00 Refund 11.00 3-8-73

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

SECURITY AGREEMENT

(BANK NOT TO BE IN POSSESSION)

MICRO

I. WARRANTIES AND REPRESENTATIONS. Borrower warrants and represents that:

1. Borrower's Title—Except as specified herein, Borrower has, or upon acquisition will have, title to all Collateral and no other person, entity, agency, or government has or purports to have, or upon acquisition will have, any right, title, lien, encumbrance, adverse claim, or interest in any Collateral.
2. Borrower's Authority—Borrower has authority to enter into the Agreement and any person signing it on Borrower's behalf has been duly authorized to execute the Agreement for Borrower.
3. Information—Any and all information now or hereafter supplied to Bank by Borrower, or at Borrower's request or instruction is correct.

II. COVENANTS AND AGREEMENTS. Borrower covenants and agrees that:

1. Payment—Borrower will pay any of Borrower's Indebtedness to Bank promptly when due and Borrower will repay immediately and without demand, all expenses (including reasonable attorneys' fees, legal expenses and costs) incurred by Bank under the Agreement with interest at the legal rate from the date of expenditure.
2. Financial Condition—Borrower will not commence nor permit to continue any proceeding in bankruptcy, receivership, or similar proceedings concerned with involuntary liquidation, reorganization or dissolution or arrangements with creditors, nor will it commit any act of bankruptcy, nor make an assignment for creditors, or become insolvent.
3. Additional Information—Borrower will, upon Bank's demand, establish the correctness of any information supplied to Bank and will promptly notify Bank of any adverse changes in any information supplied to Bank and of any change in Borrower's residence, chief place of business or mailing address, and of any change of address to which notices should be sent.
4. Additional Documents—Borrower will execute any additional agreements, assignments or documents that may be deemed necessary or advisable by Bank to effectuate the purpose of the Agreement.
5. Location and Identification—Borrower will keep the Collateral separate and identifiable and at the location described herein and will not remove the Collateral from that location without the Bank's written consent.
6. Sale, Lease, or Disposition—Except as specified herein, Borrower will not, without written consent of Bank, sell, encumber or otherwise dispose of or transfer any Collateral or interest therein or permit or suffer any such disposition or transfer until the Indebtedness to Bank has been completely discharged.
7. Maintenance, Repair, Use and Inspection—Borrower will maintain and repair the Collateral; will use the Collateral lawfully and only within Insurance coverage; will not use the Collateral so as to cause or result in any waste, unreasonable deterioration or depreciation; and will permit Bank to enter on Borrower's property and to inspect the Collateral at any reasonable time.
8. Cultivation and Animal Husbandry—If the Collateral is timber, crops or livestock, Borrower will protect and cultivate, or husband the Collateral using methods of cultivation and animal husbandry acceptable to Bank.
9. Insurance—Borrower will insure the Collateral, with Bank as Loss Payee, in form and amounts, with companies, and against risks and liability satisfactory to Bank and [illegible] by assigns the policies to Bank, agrees to deliver them to Bank at Bank's request, and authorizes Bank to make any claim thereunder, to cancel the insurance upon default, and to receive payment of and endorse any instrument in payment of loss or return premium or other refund or return.
10. Decrease in Value of Collateral—Borrower will, if in the Bank's judgment the Collateral has materially decreased in value, either provide enough additional collateral to satisfy the Bank or reduce the total indebtedness by an amount sufficient to satisfy the Bank.
11. Taxes-Assessments-Charges-Liens-Encumbrances—Borrower will pay when due all taxes, assessments, charges, liens, or encumbrances now or hereafter affecting the Collateral, and, if the Collateral is on or attached to realty owned by Borrower, the realty on which the Collateral is located.
12. Defense of Title—Borrower at its own cost and expense will appear in and defend any action or proceeding which may affect the Bank's security interest in or Borrower's title to any Collateral.
13. Appointment of Bank as Attorney in Fact; Reimbursement—Borrower will and hereby does appoint Bank as Borrower's Attorney in Fact to do any act which Borrower is obligated by the Agreement to do, to exercise such rights as Borrower might exercise, to use such equipment as Borrower might use, and to collect such proceeds as Borrower might collect, all to protect and preserve Bank's rights hereunder and the Collateral. Borrower will immediately reimburse Bank for any expenses Bank may incur while acting as Borrower's Attorney in Fact.
14. Endorser-Surety-Guarantor—Borrower will, if any present endorser, surety, or guarantor, dies or does any act described in covenant 2, either, at Bank's option, pay all of Borrower's Indebtedness or substitute an endorser, surety, or guarantor acceptable to Bank.
15. Purchase Money—Borrower will, if Bank, as indicated herein, gives value to enable Borrower to acquire rights in or the use of Collateral, use such value for such purpose.
16. Married Women—If any Borrower is a married woman, recourse may be had against her separate property for the Indebtedness.

III. REMEDIES. Borrower understands and agrees that in the event that: (a) Any warranty or representation is false or is believed in good faith by Bank to be false; (b) any covenant or agreement is violated; or (c) Bank in good faith deems itself insecure (because the prospect of payment is impaired, the prospect of performance of any covenant or agreement is impaired; or the value or priority of the security interest is impaired), Bank, in addition to any other rights or remedies provided by law or the Agreement, and to the extent permitted by law, may at its option:

1. Expenses—incur expenses (including reasonable attorney's fees, legal expenses and costs) in exercising any right or power under the Agreement.
2. Require Additional Collateral—demand that Borrower provide enough additional Collateral to satisfy the Bank.
3. Performance of Borrower's Obligations by Bank—perform any obligation of Borrower, and may make payments, purchase, contest or compromise any encumbrance, charge or lien, and pay taxes and expenses.
4. Set-Off—exercise all rights of set-off and Banker's lien to the same effect and in the same manner as if no Collateral had been given.
5. Default—declare, without notice to the Borrower, that a default has occurred.
6. Acceleration—declare, without notice to the Borrower, that the entire Indebtedness is immediately due and payable.
7. Possession—if not then in possession of the Collateral, take possession of and protect the Collateral; require the Borrower or other person in possession to assemble the Collateral and make it available to Bank at a reasonably convenient place to be designated by Bank; render the Collateral unusable without removing it; and enter upon such lands and properties where the Collateral might be located.
8. Notice—notify others interested persons or entities of the default, acceleration and other actions of the Bank.
9. Suit, Retention or Disposition of Collateral; Application of Proceeds—sue the Borrower or any other person or entity liable for the Indebtedness; retain the Collateral in satisfaction of the obligation and Indebtedness; dispose of the Collateral; and apply the proceeds of disposition, including provision for reasonable attorneys' fees and legal expenses incurred by Bank; all as provided by law.

IV. RULES TO CONSTRUE AGREEMENT. Borrower understands and agrees that:

1. Time of Essence—Time is of the essence of the Agreement.
2. Waiver—Bank's acceptance of partial or delinquent payments or failure of Bank to exercise any right or remedy shall not be a waiver of any obligation of Borrower or right of Bank nor constitute a modification of the Agreement, nor constitute a waiver of any other similar default subsequently occurring.
3. Entire Agreement—The Agreement contains the entire security agreement between Bank and Borrower.
4. Assignments, etc.—The provisions of the Agreement are hereby made applicable to and shall inure to the benefit of Bank's successors and assigns and bind Borrower's heirs, legatees, devisees, administrators, executors, successors and assigns.
5. Law Governing—Subject to the terms hereof, this Agreement shall be construed and governed by the laws of the State of California.
6. Multiple Borrowers—When more than one Borrower signs the Agreement all agree:
   a. Construction—that whenever "Borrower" appears in the Agreement it shall be "each Borrower."
   b. Breach—that breach of any covenant or warranty by any Borrower may, at the Bank's option, be treated as a breach by all Borrowers.
   c. Liability—that the liability of each Borrower is joint and several and the discharge of any Borrower for any reason other than full payment, or any extension, forbearance, change of rate of interest, or acceptance, release or substitution of security or any impairment or suspension of Bank's remedies or rights against one Borrower, shall not affect the liability of any other Borrower.
   d. Waiver—all Borrowers waive the right to require the Bank to proceed against one Borrower, Lender or other or to pursue any other remedy in Bank's power.

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
OCT 13 8 59 AM '83

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

FORM APPROVED: OMB NO. 04-R0076

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE

DO NOT WRITE IN THIS BLOCK FOR FAA USE ONLY. 18-1

N75014

CONVEYANCE RECORDED
MAR 8 12 33 PM '73
FEDERAL AVIATION ADMINISTRATION

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

AIRCRAFT MAKE AND MODEL
Grumman Mallard

MANUFACTURER'S SERIAL NUMBER
J-10

NATIONALITY & REGISTRATION MARKS
N-2947

DOES THIS 9th DAY OF August 1972 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:

PURCHASER

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

Frakes Aviation Inc.
P. O. Box 159
Angwin, Calif. 94508

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 HAVE SET HAND AND SEAL THIS DAY OF 19

SELLER

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN BLACK INK.) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
FEDERAL-MOGUL CORPORATION	R. W. Hague	Executive Vice President

FAF 1443 CA 5.00

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

ORIGINAL: TO FAA

AC FORM 8050-2 (4-71)(0052-629-0002)

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

18

MICRO

N 7 5 0 1 4

CONVEYANCE
RECORDED

MAR 8 12 33 PM '73

FEDERAL AVIATION
ADMIN STRATION

Grumman Mallard

J-10

M-2947

9th August 72

Frakes Aviation Inc.
P. O. Box 159
Angwin, Calif. 94508

its

OKLAHOMA CITY, OKLA.

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
FEB 8 11 30 AM '73

R. M. Hague

Executive
Vice President

ORIGINAL TO FAA

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

7 JUL 21 1965 Form Approved. Budget Bureau No. 04-R076. 17-1

FEDERAL AVIATION AGENCY Rev 6-18-70 (21)

APPLICATION FOR AIRCRAFT REGISTRATION

NATIONALITY AND REGISTRATION MARKS	AIRCRAFT MAKE AND MODEL	AIRCRAFT SERIAL NO.
N -2947	GRUMMAN MALLARD - G-73	#J-10

NAME AND ADDRESS OF APPLICANT (To be same as shown on other parts of this form)

Federal-Mogul Corporation
11031 Shoemaker Avenue P.O. Box 1966
Detroit, Michigan 48213 48235

TYPE OF OWNERSHIP	
X	CORPORATION
	PARTNERSHIP
	CO-OWNER
	INDIVIDUAL
	GOVERNMENT

I hereby certify that the aircraft described above is not registered under the laws of any foreign country; that all persons whose names appear hereon as applicants are citizens of the United States as defined in section 101(13) of the Federal Aviation Act of 1958; that the applicants are the legal owners of the aircraft, or the buyers under a contract of conditional sale submitted as evidence of ownership for the purpose of registration; and that both copies of FAA Form 500-1 and the original of FAA Form 500-2 and legal evidence of ownership were forwarded to the Federal Aviation Agency, Oklahoma City, Oklahoma 73119.

APPLICANT'S SIGNATURE (In Ink) (If executed for co-ownership, all must sign): James H. Dingeman

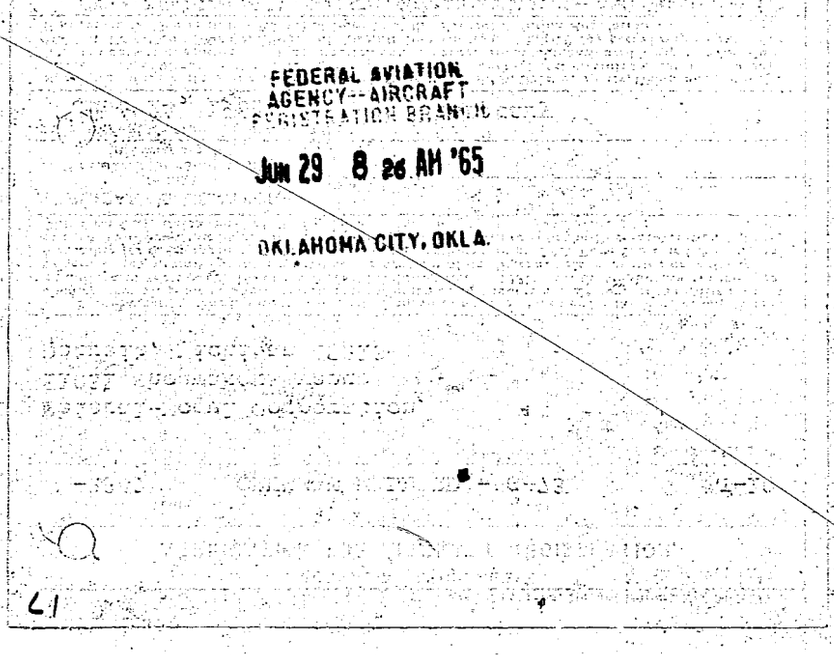
DATE OF APPLICATION: June 24, 1965

TITLE: Secretary

Upon transmission of the original of this application to the FAA, Oklahoma City, Oklahoma, and while carrying the duplicate in the aircraft, the applicant may operate that aircraft for not over 30 days from the date of execution of the application until he receives an authenticated copy of FAA Form 500-1 or FAA Form 500, Certificate of Aircraft Registration. This 30-day period may be exceeded if necessary. (See section 47.31(b) of Part 47 of the Federal Aviation Regulations.)

FORWARD THIS COPY TO FAA, OKLAHOMA CITY, OKLAHOMA 73119 — Retain duplicate copy.

FAA Form 500-2 (4-64) REPLACES FORM FAA-500 (PART B) WHICH IS OBSOLETE (8050)



FAA AIRCRAFT REGISTRY
CAMERA NO. DATE: 8-9-83

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

4F
16-1

FEDERAL AVIATION AGENCY
CROSS-REFERENCE - RECORDATION

(Space for release stamp)

AIRCRAFT N--

This form is to be used in all cases where a conveyance covers more than one aircraft, or aircraft engines and propellers, and/or locations. File original of this form with the recorded conveyance. File a copy of this form in each aircraft folder involved, checking the registration number of the aircraft folder in which the copy is filed.

TYPE OF CONVEYANCE: Name change Doc -

DATE EXECUTED:

FROM: Federal-Mogul - Bower Bearing Inc

DOCUMENT NO.:

TO OR ASSIGNED TO: Federal Mogul Corp

DATE RECORDED:

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

AIRCRAFT (List by registration number) — TOTAL NUMBER INVOLVED:

N2947
N321

ENGINES — TOTAL NUMBER INVOLVED

MAKE(S)

FORM FAA-1991 FILED WITH	ENGINE MAKE	SERIAL NO.

PROPELLERS — TOTAL NUMBER INVOLVED

MAKE(S)

FORM FAA-1991 FILED WITH	PROPELLER MAKE	SERIAL NO.

SPARE PARTS – LOCATIONS — TOTAL NUMBER INVOLVED:

FORM FAA-1991 FILED WITH	LOCATION

FOR RECORDED DOCUMENT SEE (Check one)

- [x] ~~AIRCRAFT FOLDER~~ N P/D Sect files
- [x] ENGINE MAKE AND SERIAL NO. LISTED ABOVE
- [ ] LOCATION LISTED ABOVE
- [ ] PROPELLER MAKE AND SERIAL NO. LISTED ABOVE

Form FAA-171 (8-59)

GPO 880382

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

16

FEDERAL AVIATION AGENCY

CROSS-REFERENCE - RECORDATION

(Space for release stamp)

AIRCRAFT

This form is to be used in all cases where a conveyance covers more than one aircraft, or aircraft engines and propellers, and/or locations. File original of this form with the recorded conveyance. File a copy of this form in each aircraft folder involved, checking the registration number of the aircraft folder in which the copy is filed.

TYPE OF CONVEYANCE Mass change [illegible]	DATE EXECUTED
FROM [illegible]	DOCUMENT NO.
TO OR ASSIGNED TO [illegible] Corp.	DATE RECORDED

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

AIRCRAFT (List by registration number)	TOTAL NUMBER INVOLVED:
N2947 N321	

ENGINES	TOTAL NUMBER INVOLVED
MAKE(S)	

FORM FAA-1991 FILED WITH	ENGINE MAKE	SERIAL NO.

PROPELLERS	TOTAL NUMBER INVOLVED
MAKE(S)	

FORM FAA-1991 FILED WITH	PROPELLER MAKE	SERIAL NO.

SPARE PARTS - LOCATIONS	TOTAL NUMBER INVOLVED:
FORM FAA-1991 FILED WITH	LOCATION

FOR RECORDED DOCUMENT SEE (Check one)

- ☒ ~~AIRCRAFT FOLDER~~ N/A [illegible]
- ☐ ENGINE MAKE AND SERIAL NO. LISTED ABOVE
- ☐ LOCATION LISTED ABOVE
- ☐ PROPELLER MAKE AND SERIAL NO. LISTED ABOVE

Form FAA-171 (8-57)

GPO 880332

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

Form Approved. Budget Bureau No. 04-R076.1

15-1

FEDERAL AVIATION AGENCY

BILL OF SALE

1C

name change

For and in consideration of $_____ the undersigned owner of the full legal and beneficial title of the aircraft described as follows:

AIRCRAFT MAKE AND MODEL	
GRUMMAN MALLARD - Model G-73	
SERIAL NO.	REGISTRATION MARKS
#J-10	N-2947

does this_____day of_____19_____, hereby sell, grant, transfer, and deliver all of his right, title and interest in and to such aircraft unto:

NAME AND ADDRESS OF PURCHASER (To be same as shown on other parts of this form)

Federal-Mogul Corporation
11031 Shoemaker Avenue
Detroit, Michigan 48213
(THIS IS NOT A SALE -- IT IS OUR COMPANY NAME CHANGE)

and to_____executors, administrators, and assigns, to have and to hold singularly the said aircraft forever, and certifies that same is not subject to any mortgage or other encumbrance except

TYPE OF ENCUMBRANCE	AMOUNT	DATE
IN FAVOR OF		

In testimony whereof_____have set_____hand and seal this_____day of _____19_____

NAME OF SELLER _____

BY (SIGN IN INK) _____
(If executed for co-ownership, all must sign)

_____

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

ACKNOWLEDGMENT

S[illegible] of_____

County of_____

On this_____day of_____19_____ before me personally appeared the above named seller, to me known to be the person described in and who executed the foregoing bill of sale, and acknowledged that he executed the same as his free act and deed, and, if said bill of sale be that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

(SEAL)

MY COMMISSION EXPIRES_____

_____
NOTARY PUBLIC

FORWARD THIS COPY TO FAA, OKLAHOMA CITY, OKLAHOMA 73119 — Retain duplicate copy.

FAA Form 500-3 (4-64) REPLACES FORM FAA-500 PART C WHICH IS TO BE USED (8050)

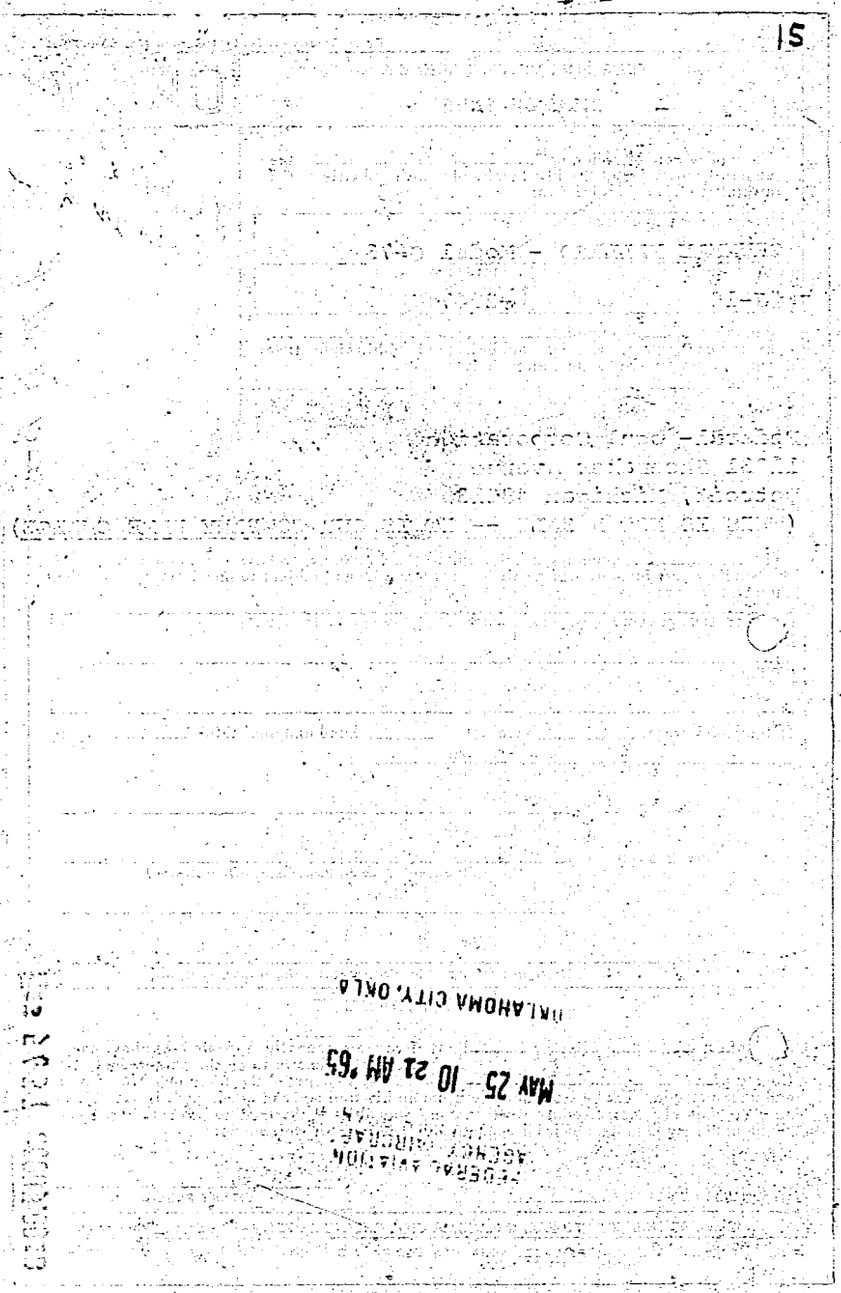
MAY 25 1984

Dry 64

MAY 25 5637

CK 00005008

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83



FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

14-1

FORM FAA-500 (PART A) (6-59)

UNITED STATES OF AMERICA
FEDERAL AVIATION AGENCY

CERTIFICATE OF REGISTRATION

NATIONALITY AND REGISTRATION MARKS	MAKE AND MODEL OF AIRCRAFT	AIRCRAFT SERIAL NO.
N— 2947	Grumman G-73	J10

Federal-Mogul-Bower Bearings, Inc.
NAME OF OWNER

11031 Shoemaker Avenue
ADDRESS OF OWNER—NUMBER AND STREET

Detroit 13, Michigan
CITY ZONE STATE

THIS CERTIFICATE MUST BE CARRIED IN THE AIRCRAFT AT ALL TIMES

It is hereby certified that the above described aircraft has been duly entered on the register of the Federal Aviation Agency, United States of America, in accordance with the Convention on International Civil Aviation dated 7 December 1944, and with the Federal Aviation Act of 1958, and regulations issued thereunder.

APR 19 1961

DATE OF ISSUE: April 6, 1961 dj

FOR THE ADMINISTRATOR

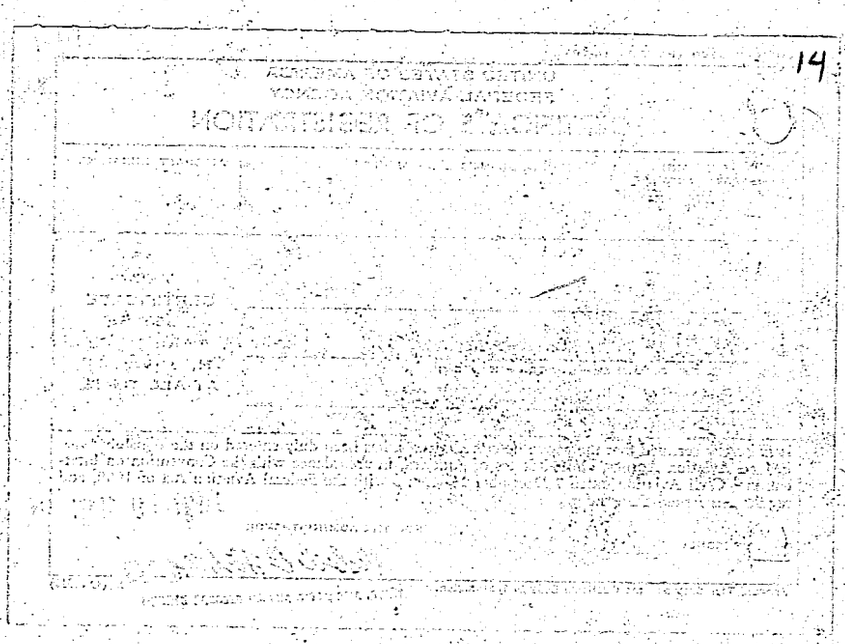
Robert C Foster W

Forward This Copy and the Duplicate Copy to Washington. CHIEF, AIRCRAFT & AIRMAN RECORDS DIVISION

(OVER)

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

14



FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

FORM FAA-500 (PART B) (6-59)

Form Approved
Budget Bureau No. 41-R839.4

FEDERAL AVIATION AGENCY

APPLICATION FOR REGISTRATION

13-1

AND ADDRESS OF APPLICANT (*Same as that shown on Part A of this form*)

Federal-Mogul-Bower Bearings, Inc.
11031 Shoemaker Avenue
Detroit 13, Michigan

REGISTRATION MARKS
N— 2947

AIRCRAFT MAKE AND MODEL
Grumman
Mallard G-73

CHECK WHETHER OWNERSHIP IS

☒ CORPORATION ☐ PARTNERSHIP ☐ CO-OWNERSHIP ☐ INDIVIDUAL OWNER

SERIAL NO.
J10

I HEREBY CERTIFY that the above-described aircraft is not registered under the laws of any foreign country; that all persons whose names appear hereon as applicants are citizens of the United States as defined in Section 101(13) of the Federal Aviation Act of 1958; that the applicants are the legal owners of the aircraft, or the purchasers under a contract of conditional sale submitted as evidence of ownership for the purpose of registration; and that both copies of Part A and a copy of Part B of Form FAA-500 and legal evidence of ownership were forwarded to the Federal Aviation Agency, Washington, D. C.

SIGNATURE OF APPLICANT (IN INK) [signature]
(*If executed for co-ownership, all must sign*)

11/16/60

TITLE Treasurer

DATE OF APPLICATION

the above statements are true and made in good faith, the aircraft described above may be operated, ing registration or notification from the Federal Aviation Agency, provided airworthiness requirements of applicable Civil Air Regulations are complied with.

FORWARD THIS COPY TO WASHINGTON — Retain Duplicate Copy.

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

13

AIRCRAFT AND AIRMEN
RECORDS BRANCH
FAA
NOV 21 12 59 PM '60
OKLAHOMA CITY, OKLA.

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

12-1

225678

BILL OF SALE

For and in consideration of $1.00 and other valuable considerations, the undersigned owner of the full legal and beneficial title of the aircraft described as follows:

DOC. RECORDED
APR 6 10 28 AM '61
FEDERAL AVIATION AGENCY

Grumman Mallard - Serial No. J 10
Registration No. N-2947

does this 17th day of March, 1961, hereby transfer its right, title, and interest in and to such aircraft unto Federal-Mogul-Bower Bearings, Inc., 11031 Shoemaker Avenue, Detroit 13, Michigan, and to its successors and assigns, to have and to hold singularly the said aircraft forever, and certifies that same is not subject to any mortgage or other encumbrance.

IN WITNESS WHEREOF, the said Bower Roller Bearing Division, Federal-Mogul-Bower Bearings, Inc., has caused these presents to be signed by its proper corporate officer the 17th day of March, 1961.

BOWER ROLLER BEARING DIVISION
FEDERAL-MOGUL-BOWER BEARINGS, INC.

By: R. S. Strickland
R. S. Strickland
Vice President

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

SEAL

On this 17th day of March, 1961, before me appeared R. S. Strickland, to me personally known, who, being by me duly sworn, did say that he is Vice President of Bower Roller Bearing Division, Federal-Mogul-Bower Bearings, Inc., and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and the said R. S. Strickland acknowledges the execution of the said instrument as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office at Detroit, Michigan, the day and year last above written.

Leona D. Phillips
Notary Public

SEAL

LEONA D. PHILLIPS
Notary Public, Wayne County, Michigan
My Commission Expires Sept. 24, 1961

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

AIRCRAFT AND AIRMEN
RECORDS BRANCH
FAA

MAR 28 9 24 AM '61

OKLAHOMA CITY, OKLA.

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

• Federal-Mogul Division
• Bower Roller Bearing Division
• Bearings Company of America
• Federal-Mogul Service
• National Seal Division
• Arrowhead Products
• Microtech

FEDERAL-MOGUL-BOWER BEARINGS, INC.

General Offices

11031 Shoemaker Ave. Detroit 13, Michigan

11-1

March 24, 1961

Federal Aviation Agency
Examination and Records Division
621 North Robinson
Oklahoma City, Oklahoma

Gentlemen:

Re: Aircraft Reg. No. N2947

In further reference to our application to register the above aircraft in the name of Federal-Mogul-Bower Bearings, Inc., and pursuant to your letter of February 28, 1961, we enclose herewith a Bill of Sale, together with the registration fee of $4, and we anticipate receipt of the registration certificate.

You will note that we have previously filed an application for registration, but did not include a bill of sale with the original filing for the reason that this is an intra-company transfer of the aircraft from the Bower Roller Bearing Division of the Corporation to the Corporation.

Very truly yours,

A. R. Grix
Resident Attorney

ARG:lp

Enc.

APR 3 1961

MAR 27 1931 5000H.00EA

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

AIRCRAFT AND AIRMEN
RECORDS BRANCH
FAA

MAR 28 9 24 AM '61

OKLAHOMA CITY, OKLA.

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

10-1

FORM A-500 (d)
PA A

UNITED STATES OF AMERICA
DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION

CERTIFICATE OF REGISTRATION

1. NATIONALITY AND REGISTRATION MARKS	2. MAKE OF AIRCRAFT	3. AIRCRAFT SERIAL NUMBER
N 2947	Grumman Mallard	J 10

4. Bower Roller Bearing Division
Federal-Mogul-Bower Bearings, Inc.
NAME OF OWNER

5. 3040 Hart Avenue
ADDRESS OF OWNER NUMBER STREET

Detroit 14, Michigan
CITY ZONE STATE

6. IT IS HEREBY CERTIFIED THAT THE ABOVE-DESCRIBED AIRCRAFT HAS BEEN DULY ENTERED ON THE REGISTER OF THE CIVIL AERONAUTICS ADMINISTRATION, DEPARTMENT OF COMMERCE, UNITED STATES OF AMERICA, IN ACCORDANCE WITH THE CONVENTION ON INTERNATIONAL CIVIL AVIATION DATED 7TH DECEMBER 1944, AND WITH THE CIVIL AERONAUTICS ACT OF 1938, AS AMENDED.

TO BE EXECUTED BY AIRCRAFT RECORDS SECTION, WASHINGTON, D. C.

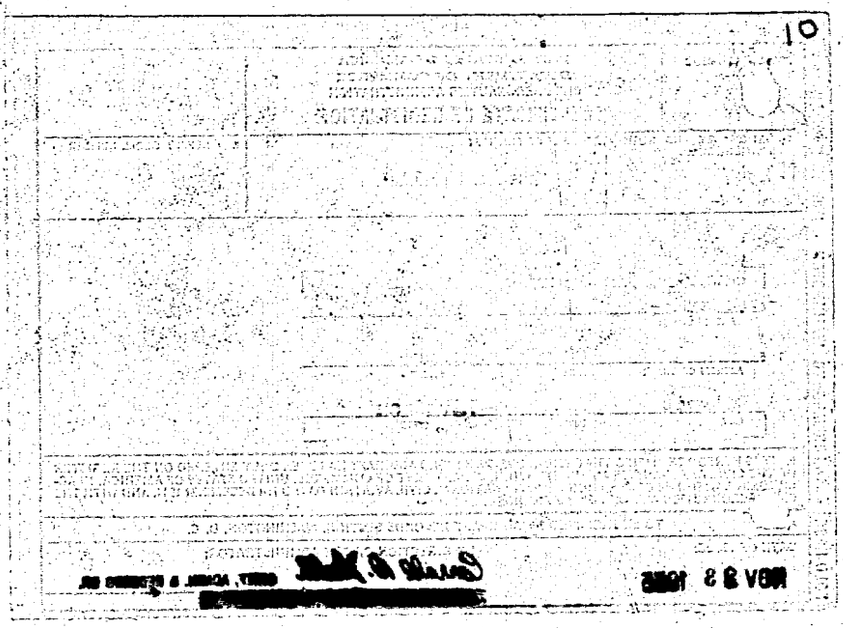
DATE OF ISSUE: NOV 23 1955

BY DIRECTION OF THE ADMINISTRATOR: Carroll D. [illegible] CHIEF, ADMIN. & [illegible] 2-24-56 W

FORWARD TO WASHINGTON - USE TYPEWRITER

FOLD HERE

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83



FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

FORM ACA-500 (5-48)
P B

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION

APPLICATION FOR REGISTRATION

FORM APPROVED BUDGET BUREAU NO 9-1
41-R889.1

2. NAME OF APPLICANT
Bower Roller Bearing Division
Federal-Mogul-Bower Bearings, Inc.

3. ADDRESS (Number, street, city, zone, and State)
3040 Hart Street
Detroit 14, Michigan

1. REGISTRATION NO.
N2947

4. AIRCRAFT
MAKE
Grumman Mallard

SERIAL NO.
J 10

FORWARD TO WASHINGTON

5. I HEREBY CERTIFY THAT PART A, FORM ACA-500 AND LEGAL EVIDENCE OF OWNERSHIP WERE FORWARDED TO THE CHIEF, AIRCRAFT RECORDS SECTION, CIVIL AERONAUTICS ADMINISTRATION, WASHINGTON 25, D. C., ON November 17, 19 55; THAT THE ABOVE-DESCRIBED AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY, AND THAT THE OWNER THEREOF IS A CITIZEN OF THE UNITED STATES AS DEFINED IN SUBSECTION (13) OF SECTION 1 OF THE CIVIL AERONAUTICS ACT OF 1938.

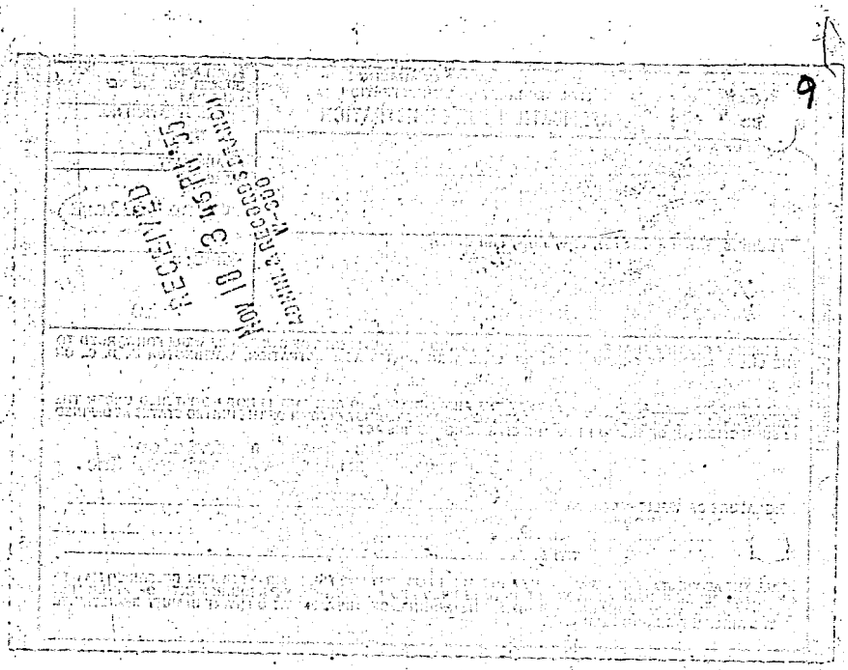
Bower Roller Bearing Division
Federal-Mogul-Bower Bearings, Inc.
By [signature]

SIGNATURE OF APPLICANT (IN INK) X

TITLE President

IF ALL THE ABOVE STATEMENTS ARE TRUE AND MADE IN GOOD FAITH, THE AIRCRAFT HEREIN DESCRIBED MAY BE OPERATED PENDING REGISTRATION FOR 60 DAYS PROVIDED AIRWORTHINESS REQUIREMENTS OF APPLICABLE CIVIL AIR REGULATIONS ARE COMPLIED WITH. THE ORIGINAL OF THIS APPLICATION (PART B) MUST BE RETAINED IN THE AIRCRAFT DURING SUCH TIME.

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83



9

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

FORM ACA-500 (5-48)
PART C

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION

8-1

BILL OF SALE

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

AIRCRAFT MAKE	SERIAL NO.	CAA REGISTRATION NO.
Grumman Mallard	J 10	N2947

DOES THIS 29th DAY OF July 19 55 HEREBY SELL, GRANT, TRANSFER, AND DELIVER ALL OF HIS RIGHT, TITLE, AND INTEREST IN AND TO SUCH AIRCRAFT UNTO:

NAME OF PURCHASER
Bower Roller Bearing Division
Federal-Mogul-Bower Bearings, Inc.

ADDRESS OF PURCHASER (*Number, street, city, zone, and State*)
3040 Hart Avenue
Detroit 14, Michigan

769071

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

TYPE OF ENCUMBRANCE	AMOUNT	DATE

IN FAVOR OF

IN TESTIMONY WHEREOF it has HAVE SET its HAND AND SEAL
THIS 29th DAY OF July 19 55.

NAME OF SELLER
Bower Roller Bearing Company

BY (*Signature in ink*)
X Russell S. Strickland

TITLE (*If signed on behalf of a Corporation or Partnership or if signed by an Agent*)
Executive Vice President

ACKNOWLEDGMENT

STATE OF Michigan

COUNTY OF Wayne

ON THIS 29th DAY OF July 19 55
BEFORE ME PERSONALLY APPEARED THE ABOVE-NAMED SELLER, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING BILL OF SALE, AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED. GIVEN UNDER MY HAND AND OFFICIAL SEAL THE DAY AND YEAR ABOVE WRITTEN.

NOTARY PUBLIC Arthur R. Smith
MY COMMISSION EXPIRES 10-21-57

(Seal)

READ INSTRUCTIONS AT RIGHT CAREFULLY

U.S. GOVERNMENT PRINTING OFFICE : 1949-821753

FORWARD TO WASHINGTON

CIVIL AERONAUTICS ADMINISTRATION
NOV 23 11 50 AM '55
RECORDED
WASHINGTON, D. C.

MAR-18-55 150201 F MC 3 — Rec — A 4.00

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

8

RECEIVED
NOV 18 3 45 PM '55
ADMIN. & RECORDS BRANCH
W-300

52917

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

FORM ACA-500.1 (5-47)
P A

R/A

UNITED STATES OF AMERICA
DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION

CERTIFICATE OF REGISTRATION

7-1

1. NATIONALITY AND REGISTRATION MARKS	2. MAKE OF AIRCRAFT	3. AIRCRAFT SERIAL NUMBER
N 2947	Grumman	J-10

4. Bower Roller Bearing Company
NAME OF OWNER

5. 3040 Hart Avenue
ADDRESS OF OWNER NUMBER STREET

Detroit 14, Michigan
CITY ZONE STATE

6. IT IS HEREBY CERTIFIED THAT THE ABOVE-DESCRIBED AIRCRAFT HAS BEEN DULY ENTERED ON THE REGISTER OF THE CIVIL AERONAUTICS ADMINISTRATION, DEPARTMENT OF COMMERCE, UNITED STATES OF AMERICA, IN ACCORDANCE WITH THE CONVENTION ON INTERNATIONAL CIVIL AVIATION DATED 7TH DECEMBER 1944, AND WITH THE CIVIL AERONAUTICS ACT OF 1938, AS AMENDED.

TO BE EXECUTED BY CERTIFICATION AND RECORDATION SECTION, WASHINGTON, D. C.

DATE OF ISSUE: December 20, 1948 pb

BY DIRECTION OF THE ADMINISTRATOR
George W[illegible]
DIRECTOR, AIRCRAFT AND COMPONENTS SERVICE

12-21-48

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

7

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

FORM ACA-500
(12-19-45)
PART B

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION
APPLICATION FOR REGISTRATION

1. REGISTRATION NO. 6-1
N-C-2947

2. NAME
Bower Roller Bearing Company

3. ADDRESS (Street and number, city, zone and state)
Hart Avenue, 3040
Detroit 14, Michigan

4. AIRCRAFT
MAKE Grumman Mallard
SERIAL NO. J-10

FORWARD TO WASHINGTON

5. I HEREBY CERTIFY THAT PART "A", FORM ACA-500 AND LEGAL EVIDENCE OF OWNERSHIP WERE FORWARDED TO THE CHIEF, REGISTRATION AND RECORDATION SECTION, CIVIL AERONAUTICS ADMINISTRATION, WASHINGTON 25, D.C., ON Dec. 13 1948; THAT THE ABOVE-DESCRIBED AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY, AND THAT THE OWNER THEREOF IS A CITIZEN OF THE UNITED STATES AS DEFINED IN SUBSECTION (13) OF SECTION 1 OF THE CIVIL AERONAUTICS ACT OF 1938. (See Reverse Side)

Bower Roller Bearing Co.
F. E. Halderman-Treasurer
SIGNATURE OF APPLICANT

IF ALL THE ABOVE STATEMENTS ARE TRUE AND MADE IN GOOD FAITH, THE AIRCRAFT HEREIN DESCRIBED MAY BE OPERATED PENDING REGISTRATION FOR 60 DAYS PROVIDED AIRWORTHINESS REQUIREMENTS OF APPLICABLE CIVIL AIR REGULATIONS ARE COMPLIED WITH. THE ORIGINAL OF THIS APPLICATION (PART "B") MUST BE RETAINED IN THE AIRCRAFT DURING SUCH TIME.

AA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

PART B – APPLICATION FOR REGISTRATION

Items 1 to 4 inclusive - Except for change in sequence, information given in these items will be identical to that given in items 1 to 5 inclusive in Part "A".

Item 5 - The date that the purchaser forwards the original of Part "A" and all copies of Parts "A", "B" and "C" to the Civil Aeronautics Administration, Certification and Recordation Section, A-300, Washington 25, D.C., shall be inserted. Until this is accomplished, the aircraft may not be flown for the sixty day period otherwise allowed, provided airworthiness requirements of applicable Civil Air Regulations are complied with.

Applicant must be the owner of the aircraft except when owner is artificial person, that is, corporation, etc. Signature of applicant as required in item 5 certifies that the aircraft is not registered under the laws of any foreign country; that the owner is a citizen of the United States, and that application for registration in the owner's name has been made and file forwarded to the Civil Aeronautics Administration, Certification and Recordation Section, A-300, Washington 25, D. C.

"Citizen of the United States" means (A) an individual who is a citizen of the United States or of one of its possessions, or (B) a partnership of which each member is such an individual, or (C) a corporation or association created or organized under the laws of the United States, of which the President and two-thirds or more of the Board of Directors and other managing officers thereof are such individuals and in which at least 75 percentum of the voting interest is owned or controlled by persons who are citizens of the United States or of one of its possessions.

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

FORM ACA-500 (12-19-46) PART C	DEPARTMENT OF COMMERCE CIVIL AERONAUTICS ADMINISTRATION BILL OF SALE	FORM APPROVED BUDGET BUREAU NO. 41-R889 5-1

FOR AND IN CONSIDERATION OF $ One Dollar & other considerations UNDERSIGNED OWNER OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:

AIRCRAFT MAKE	SERIAL NO.	CAA REGISTRATION NO.
Grumman Mallard	J-10	N-C 2947

DOES THIS 13 DAY OF December, 1948 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL OF HIS RIGHT, TITLE AND INTEREST IN AND TO SUCH AIRCRAFT UNTO:

NAME OF PURCHASER
Bower Roller Bearing Company 439318

ADDRESS OF PURCHASER (Street and number, city, zone and state)
Hart Avenue, 3040 Detroit, Michigan

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

TYPE OF ENCUMBRANCE	AMOUNT	DATE
None	None	

IN FAVOR OF
None

IN TESTIMONY WHEREOF we HAVE SET OUR HAND AND SEAL THIS 13 DAY OF December, 1948

SIGNATURE OF SELLER
President Arthur Meurer

TITLE OF SELLER
Arthur Meurer Company, Inc.
24 Trinity Place, New York City

FOR (Name of corporation, partnership)

SEAL

ACKNOWLEDGMENT

STATE OF Mich
COUNTY OF Wayne
ON THIS 13 DAY OF Dec, 1948

BEFORE ME PERSONALLY APPEARED THE ABOVE-NAMED SELLER, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING BILL OF SALE, AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED. GIVEN UNDER MY HAND AND OFFICIAL SEAL THE DAY AND YEAR ABOVE WRITTEN.

NOTARY PUBLIC Glenn E. Cover
Seal
MY COMMISSION EXPIRES 11-11-49

SEAL

READ INSTRUCTIONS ON REVERSE SIDE CAREFULLY

FORWARD TO WASHINGTON

RECORDED WASHINGTON, D. C. DEC 20 8 50 AM '48 CIVIL AERONAUTICS ADMINISTRATION

Reg fee stamped on letter no. 3757N

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

PART C - BILL OF SALE

TO PURCHASER: It is your responsibility to determine at time of purchase of aircraft that chain of title to you is in order (from last registered owner and all intervening owners or, if not previously registered, from manufacturer through all intervening owners), and whether or not there is a lien, mortgage or other encumbrance against such aircraft. Copies of Bills of Sale confirming chain of title should be obtained and attached to file when forwarded for registration in your name. For use in checking this form at the time of purchase, both in connection with previously unregistered and previously registered aircraft, the following conditions are discussed:

Condition 1 - SALE OF AN AIRCRAFT WITH CLEAR TITLE - The seller will complete Part "C" in detail and the purchaser should check its accuracy. Both original and copy must be signed in ink by the seller and both attested to by a Notary Public. The purchaser should detach the original of the Bill of Sale and retain it as proof of ownership.

Condition 2 - SALE OF ENCUMBERED AIRCRAFT - OTHER THAN CONDITION 3 - Seller shall complete Part "C" exactly as described above, and in addition, will indicate in the spaces provided for the purpose, the type of encumbrance and the amount and date thereof, and the name of the owner of the encumbrance. However, if it is desired that the encumbrance be recorded with the Civil Aeronautics Administration, the original or an executed counterpart thereof, (signed and notarized duplicate) must be forwarded to Civil Aeronautics Administration, Certification and Recordation Section, A-300, Washington 25, D.C., together with *recordation* fee of $5.00, (in addition to the *registration* fee of $5.00) payable by money order or check drawn to the order of the Treasurer of the United States. (Currency forwarded at your risk - stamps not acceptable.)

Condition 3 - AIRCRAFT SOLD WITH CONDITIONAL SALE CONTRACT - (FORM ACA-906 OR EQUIVALENT.) - Part "C" (Bill of Sale) will not be completed by the seller. The purchaser shall complete Parts "A" and "B" as instructions provide, and in place of the Bill of Sale, the original Conditional Sale Contract or an executed counterpart thereof (signed and notarized duplicate), the original and copy of Part "A" and copy of Part "B", together with fee of $10.00 ($5.00 for registration and $5.00 for recordation of sale contract) shall be forwarded to Civil Aeronautics Administration, Certification and Recordation Section, A-300, Washington 25, D. C. Such remittance may be made by money order or check made payable to the Treasurer of the United States, (Currency forwarded at your risk - stamps not acceptable.) Title to the aircraft is retained by the seller until the terms of the conditional sale contract are fulfilled.

Condition 4 - RECORDATION BY HOLDER OF MORTGAGE OR OTHER INSTRUMENT AFFECTING TITLE TO REGISTERED AIRCRAFT - This may be accomplished by forwarding to the Civil Aeronautics Administration, Certification and Recordation Section, A-300, Washington 25, D.C. the original mortgage or lien or an executed counterpart thereof (signed and notarized duplicate), together with the required recordation fee of $5.00, payable by money order or check drawn to the order of the Treasurer of the United States. (Currency forwarded at your risk - stamps not acceptable.)

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMN.

AFTER AN ENCUMBRANCE HAS BEEN RECORDED AND ASSIGNED, AN ACKNOWLEDGMENT WILL BE FURNISHED BY THE CAA TO THE HOLDER.

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

FORM ACA-500 (5-47)
PART C

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION
BILL OF SALE

4-1

FOR AND IN CONSIDERATION OF $One dollar & other considerations THE UNDERSIGNED OWNER OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:

AIRCRAFT MAKE	SERIAL NO.	CAA REGISTRATION NO.
Grumman	J-10	2947

DOES THIS 10th DAY OF December 1948 439317
HEREBY SELL, GRANT, TRANSFER, AND DELIVER ALL OF HIS RIGHT, TITLE, AND INTEREST IN AND TO SUCH AIRCRAFT UNTO:

NAME OF PURCHASER
Arthur Meurer Company Inc.

ADDRESS OF PURCHASER (Number, street, city, zone, and State)
74 Trinity Place, New York, N.Y.

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

TYPE OF ENCUMBRANCE	AMOUNT	DATE
NONE	—	

IN FAVOR OF
NONE

IN TESTIMONY WHEREOF we HAVE SET HAND AND SEAL
THIS 10th DAY OF December 1948

NAME OF SELLE
POPULAR MECHANICS CO. per W. H. Fetridge

BY (Signature in ink)
W. H. Fetridge

TITLE (If signed on behalf of a Corporation or Partnership or if signed by an Agent)
Vice President

RECORDED
WASHINGTON D.C.
DEC 10 8 50 AM '48
CIVIL AERONAUTICS ADMINISTRATION

FORWARD TO WASHINGTON

ACKNOWLEDGMENT

STATE OF Virginia
COUNTY OF Arlington
ON THIS 10 DAY OF December 1948
BEFORE ME PERSONALLY APPEARED THE ABOVE-NAMED SELLER, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING BILL OF SALE, AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED. GIVEN UNDER MY HAND AND OFFICIAL SEAL THE DAY AND YEAR ABOVE WRITTEN.

NOTARY PUBLIC
C. E. Snyder

MY COMMISSION EXPIRES
My commission expires May 18, 1952

SEAL

READ INSTRUCTIONS AT RIGHT CAREFULLY

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

DEPT OF COMMERCE
CIVIL AERONAUTICS ADM.
MAIL ROOM-2
WASHINGTON
Dec 13 7 50 AM
RECEIVED
CERTIFICATE SECTION
Dec 15 10 17 AM '40

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

q/w (DUPLICATE) 3-1

FORM ACA-500 (1-46)
PART A

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION
REGISTRATION CERTIFICATE

1. REGISTRATION NO. NC-2947

2. AIRCRAFT MAKE: Grumman Mallard G-73

3. SERIAL NO. J-10

WHEREAS IT HAS BEEN DECLARED THAT THE ABOVE DESCRIBED AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY AND IS OWNED BY A CITIZEN OF THE UNITED STATES, SUCH AIRCRAFT HAS BEEN DULY REGISTERED AS A CIVIL AIRCRAFT OF THE UNITED STATES, IN ACCORDANCE WITH THE CIVIL AERONAUTICS ACT OF 1938, AS AMENDED

4. Popular Mechanics Magazine
NAME

5. 200 East Ontario Street
ADDRESS: STREET NUMBER

Chicago, 11, Illinois
CITY ZONE STATE

THIS REGISTRATION CERTIFICATE SHALL REMAIN IN EFFECT UNTIL SUSPENDED OR REVOKED OR OWNERSHIP OF AIRCRAFT IS TRANSFERRED OR THE CERTIFICATE IS OTHERWISE TERMINATED AS PROVIDED IN PART 501 OF THE REGULATIONS OF THE ADMINISTRATOR.

FORWARD TO WASHINGTON

TO BE EXECUTED BY CERTIFICATION AND RECORDATION SECTION, WASHINGTON, D. C.

ISSUED NOV 17 1947

BY DIRECTION OF THE ADMINISTRATOR:

Charles F. Lyner

DIRECTOR, AIRCRAFT AND COMPONENTS SERVICE

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

ALL INFORMATION GIVEN IN COMPLETING FORMS ON REVERSE SIDE MUST BE TYPED

PART A - REGISTRATION CERTIFICATE

Item 1 - Aircraft registration number shall be inserted. (The registration number is that which has been assigned to the aircraft by Civil Aeronautics Administration and will be shown on the old registration certificate, or that number which has been painted on the aircraft.)

Item 2 - Aircraft "Make" should be inserted. For example: "Stinson", etc.

Item 3 - Manufacturer's serial number shall be inserted. This serial number may be taken from the manufacturer's nameplate on the aircraft.

Item 4 - Purchaser shall enter his name or name of partnership, (club, association) or corporation as shown in Bill of Sale (Part "C" of Form ACA-500.)

Item 5 - Mailing address of purchaser shall be inserted, comprising street and number, city and state. (Zone if applicable.)

The balance of Part "A" will not be completed by the purchaser. The original Part "A" and duplicate Parts "A" and "B", and Part "C" if an out-and-out sale (see condition 1), will constitute the file to be forwarded to the Civil Aeronautics Administration, Certification and Recordation Section, A-300, Washington 25, D.C., accompanied by a fee of $5.00, payable by money order or check drawn to the order of the Treasurer of the United States. (Currency forwarded at your risk - stamps not acceptable.) If aircraft is being sold under Conditional Sale Contract or chattel mortgage, see condition 2 or 3, whichever is applicable.

The original of this Part "A" will be returned to the purchaser as the Registration Certificate to be maintained in the aircraft in accordance with Civil Air Regulations.

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

FORM ACA-500
(10-23-46)
PART B

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION

APPLICATION FOR REGISTRATION

1. REGISTRATION NO. NC-2947

2-1

2. NAME: Popular Mechanics Magazine

3. ADDRESS (Street and number, city, zone and state)
200 East Ontario Street
Chicago, Il, Illinois

4. AIRCRAFT
MAKE: Grumman G-73 Mallard
SERIAL NO.: J-10

FORWARD TO WASHINGTON

5. I HEREBY CERTIFY THAT PART "A", FORM ACA-500 AND LEGAL EVIDENCE OF OWNERSHIP WERE FORWARDED TO THE CHIEF, REGISTRATION AND RECORDATION SECTION, CIVIL AERONAUTICS ADMINISTRATION, WASHINGTON 25, D.C., ON November 4 19[illegible]; THAT THE ABOVE-DESCRIBED AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY, AND THAT THE OWNER THEREOF IS A CITIZEN OF THE UNITED STATES AS DEFINED IN SUBSECTION (13) OF SECTION 1 OF THE CIVIL AERONAUTICS ACT OF 1938. *(See Reverse Side)*

[signature]
SIGNATURE OF APPLICANT

ALL THE ABOVE STATEMENTS ARE TRUE AND MADE IN GOOD FAITH, THE AIRCRAFT HEREIN DESCRIBED MAY BE OPERATED PENDING REGISTRATION FOR 60 DAYS PROVIDED AIRWORTHINESS REQUIREMENTS OF APPLICABLE CIVIL AIR REGULATIONS ARE COMPLIED WITH. THE ORIGINAL OF THIS APPLICATION (PART "B") MUST BE RETAINED IN THE AIRCRAFT DURING SUCH TIME.

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

PART B - APPLICATION FOR REGISTRATION

Items 1 to 4 Inclusive - Except for change in sequence, information given in these items will be identical to that given in items 1 to 5 inclusive in Part "A".

Item 5 - The date that the purchaser forwards the original of Part "A" and all copies of Parts "A", "B" and "C" to the Civil Aeronautics Administration, Certification and Recordation Section, A-300, Washington 25, D.C., shall be inserted. Until this is accomplished, the aircraft may not be flown for the sixty day period otherwise allowed, provided airworthiness requirements of applicable Civil Air Regulations are complied with.

Applicant must be the owner of the aircraft except when owner is artificial person, that is, corporation, etc. Signature of applicant as required in item 5 certifies that the aircraft is not registered under the laws of any foreign country; that the owner is a citizen of the United States, and that application for registration in the owner's name has been made and file forwarded to the Civil Aeronautics Administration, Certification and Recordation Section, A-300, Washington 25, D. C.

"Citizen of the United States" means (A) an individual who is a citizen of the United States or of one of its possessions, or (B) a partnership of which each member is such an individual, or (C) a corporation or association created or organized under the laws of the United States, of which the President and two-thirds or more of the Board of Directors and other managing officers thereof are such individuals and in which at least 75 percentum of the voting interest is owned or controlled by persons who are citizens of the United States or of one of its possessions.

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

FORM ACA-500 (10-23-46) PART C

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION

BILL OF SALE

FORM APPROVED BUDGET BUREAU NO. 41-[illegible]89

one dollar and other valuable

FOR AND IN CONSIDERATION OF $ considerations, THE UNDERSIGNED OWNER OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:

AIRCRAFT MAKE	SERIAL NO.	CAA REGISTRATION NO.
Grumman Mallard G-73	J-10	NC-2947

DOES THIS 30th DAY OF October, 19 47 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL OF HIS RIGHT, TITLE AND INTEREST IN AND TO SUCH AIRCRAFT UNTO:

NAME OF PURCHASER
Popular Mechanics Magazine

ADDRESS OF PURCHASER (Street and number, city, zone and state)
200 East Ontario Street
Chicago, 11, Illinois

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

TYPE OF ENCUMBRANCE	AMOUNT	DATE
none		

IN FAVOR OF

IN TESTIMONY WHEREOF I HAVE SET my HAND AND SEAL THIS 30th DAY OF October, 19 47

SIGNATURE OF SELLER [signature]

TITLE OF SELLER
President

FOR (Name of corporation, partnership)
Grumman Aircraft Engineering Corporation

SEAL

368892

ACKNOWLEDGMENT

STATE OF New York
COUNTY OF Nassau
ON THIS 30th DAY OF October, 19 47

BEFORE ME PERSONALLY APPEARED THE ABOVE-NAMED SELLER, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING BILL OF SALE, AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED. GIVEN UNDER MY HAND AND OFFICIAL SEAL THE DAY AND YEAR ABOVE WRITTEN.

NOTARY PUBLIC [signature] SEAL MY COMMISSION EXPIRES

Seal JOSEPH P. KISSLING
Notary Public, State of New York
Residing in Queens
Certificate filed in Nassau County #14-K-48
Commission expires March 30, 1948

READ INSTRUCTIONS ON REVERSE SIDE CAREFULLY

FORWARD TO WASHINGTON

RECORDED
WASHINGTON D
NOV 7 3 07 PM 1947
CIVIL AERONAUTICS ADMINISTRATION

NOV-14-47
05515 G A E 3 — Rec — A 400

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-9-83

PART C - BILL OF SALE

TO PURCHASER: It is your responsibility to determine at time of purchase of aircraft that chain of title to you is in order (from last registered owner and all intervening owners or, if not previously registered, from manufacturer through all intervening owners), and whether or not there is a lien, mortgage or other encumbrance against such aircraft. Copies of Bills of Sale confirming chain of title should be obtained and attached to file when forwarded for registration in your name. For use in checking this form at the time of purchase, both in connection with previously unregistered and previously registered aircraft, the following conditions are discussed:

Condition 1 - SALE OF AN AIRCRAFT WITH CLEAR TITLE - The seller will complete Part "C" in detail and the purchaser should check its accuracy. Both original and copy must be signed in ink by the seller and both attested to by a Notary Public. The purchaser should detach the original of the Bill of Sale and retain it as proof of ownership.

Condition 2 - SALE OF ENCUMBERED AIRCRAFT - OTHER THAN CONDITION 3 - Seller shall complete Part "C" exactly as described above, and in addition, shall indicate in the spaces provided for the purpose, the type of encumbrance and the amount and date thereof, and the name of the owner of the encumbrance. However, if it is desired that the encumbrance be recorded with the Civil Aeronautics Administration, the original or an executed counterpart thereof, (signed and notarized duplicate) must be forwarded to Civil Aeronautics Administration, Certification and Recordation Section, A-800, Washington 25, D.C., together with *recordation* fee of $5.00, (in addition to the *registration* fee of $5.00) payable by money order or check drawn to the order of the Treasurer of the United States. (Currency forwarded at your risk - stamps not acceptable.)

Condition 3 - AIRCRAFT SOLD WITH CONDITIONAL SALE CONTRACT (FORM ACA-906 OR EQUIVALENT.) - Part "C" (Bill of Sale) will not be completed by the seller. The purchaser shall complete Parts "A" and "B" as instructions provide, and in place of the Bill of Sale, the original Conditional Sale Contract or an executed counterpart thereof (signed and notarized duplicate., the original and copy of Part "A" and copy of Part "B", together with fee of $10.00 ($5.00 for registration and $5.00 for recordation of sale contract), shall be forwarded to Civil Aeronautics Administration, Certification and Recordation Section, A-800, Washington 25, D. C. Such remittance may be made by money order or check made payable to the Treasurer of the United States, (Currency forwarded at your risk - stamps not acceptable.) Title to the aircraft is retained by the seller until the terms of the conditional sale contract are fulfilled.

Condition 4 - RECORDATION BY HOLDER OF MORTGAGE OR OTHER INSTRUMENT AFFECTING TITLE TO REGISTERED AIRCRAFT - This may be accomplished by forwarding to the Civil Aeronautics Administration, Certification and Recordation Section, A-800, Washington 25, D. C., the original mortgage or lien or an executed counterpart thereof (signed and notarized duplicate), together with the required recordation fee of $5.00, payable by money order or check drawn to the order of the Treasurer of the United States. (Currency forwarded at your risk - stamps not acceptable.)

NOV 14 1 05 PM '47
CIVIL AERONAUTICS ADMIN

AFTER AN ENCUMBRANCE HAS BEEN RECORDED AND ASSIGNED, AN ACKNOWLEDGMENT WILL BE FURNISHED BY THE CAA TO THE HOLDER.