MEMORANDUM TO THE FILE

Kevin R. West	06/10/2023
ID	DATE

AIRCRAFT 18RW

REVISED CERTIFICATE ISSUED THIS DATE. NEW CERTIFICATE ISSUED BASED ON 7 YEAR RENEWAL RULE, EFFECTIVE JANUARY 23, 2023. EXPIRATION UPDATED IN ACCORDANCE WITH THE NEW RULE (date)

Accepted CK Sep/23/2021

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

1) UNITED STATES REGISTRATION NUMBER: N 18RW

2) AIRCRAFT MANUFACTURER AND MODEL: BEECH H-18

3) AIRCRAFT SERIAL NUMBER: BA-653

4) TYPE OF REGISTRATION (Check one box.)
- ☐ 1. Individual
- ☐ 2. Partnership
- ☐ 3. Corporation
- ☐ 4. Co-Owner
- ☐ 5. Government
- ☑ 7. Limited Liability Company (LLC)
- ☐ 8. Non-Citizen Corporation
- ☐ 9. Non-Citizen Corporation Co-Owner

5) NAME(S) OF APPLICANT(S) [Person(s) shown on evidence of ownership. If individual, give last name, first name and middle initial.]
ARG Management - Clemson Blvd LLC

6) TELEPHONE NUMBER: (864) 844-4288

7) MAILING ADDRESS (Permanent mailing address for first applicant on list.)

NUMBER AND STREET:

RURAL ROUTE: P.O. BOX 190

CITY: Sandy Springs STATE: SC ZIP: 29677

8) PHYSICAL ADDRESS/LOCATION IF PO BOX, MAIL DROP OR RURAL ROUTE BOX USED FOR MAILING ADDRESS

NUMBER AND STREET: 3501 Clemson Blvd.

DESCRIPTION OF LOCATION: Physical Address

CITY: Anderson STATE: SC ZIP: 29621

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

10) CERTIFICATION

I/WE CERTIFY:

(1) That the above aircraft is owned by the undersigned applicant who is: **(MUST CHECK AND/OR COMPLETE a, b, c, or d)**

- ☑ a. A citizen of the United States as defined by 49 USC 40102(a)(15);
- ☐ b. A resident alien with alien registration (Form 1-551) No.
- ☐ c. A non-citizen corporation organized and doing business under the laws of (state) and said aircraft is based and primarily used in the United States. Records of flight hours are available for inspection at **(provide complete physical address)**
- ☐ d. A corporation using a voting trust to qualify. Enter name of trustee

(2) If box c or d above is checked, I, the below signed, certify that I am authorized, by the applicant shown above, to sign corporate documents and to seek aircraft registration on behalf of the entity and that I will provide the same authorization if requested;

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

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

ANY AND ALL SIGNATORIES OF THIS APPLICATION MUST READ THE FOLLOWING AND UNDERSTAND THAT, BY APPLYING A SIGNATURE TO THIS DOCUMENT, THEY ARE SUBJECT TO THE REFERENCED STATUTES AND ASSOCIATED PENALTIES.

I/we hereby certify that the information provided in, and in any attachments to, this application for aircraft registration is true, accurate and correct to the best of my/our knowledge and belief. I/we understand that the FAA administrator will rely on the information I/we provide in determining my/our qualification for aircraft registration. I/we understand that whoever, in any matter within the jurisdiction of any department or agency of the United States, knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device any material fact(s), statement(s), representation(s) or entry(ies) may be fined up to $500,000 or imprisoned for not more than five (5) years or both (18 U.S.C. §§ 1001 and 3571). I/we understand that to knowingly and willfully: a) falsify or conceal a material fact; or b) use a document knowing it contains a false, fictitious or fraudulent statement/entry; or c) provide any inaccurate, false statement/information can subject me to criminal prosecution (49 U.S.C. § 46306), and the registration of the subject aircraft may be delayed, denied and/or revoked.

NOTE: If executed for co-ownership, all applicants must sign. Use next page and add page(s) if necessary.

11)	SIGNATURE: Digitally signed by HAMID MOHSSENI id.L78E0vQDRya7zwlsvzfEMk7bVl35D	DATE: 7/7/2021
	TYPED/PRINTED NAME: Hamid Mohsseni	TITLE: Manager
12)	SIGNATURE:	DATE:
	TYPED/PRINTED NAME:	TITLE:

NOTE: Except when the most recent registration of the subject aircraft is expired or cancelled, 14 CFR 47.31(c) provides for an airworthy U.S. aircraft to be operated for up to 90 days within the United States when a copy of the signed aircraft registration application is carried in the aircraft while awaiting issuance and receipt of the new registration certificate.

FILED WITH F.A.A.
AIRCRAFT

2021 JUL 7 PM 3 20

OKLAHOMA CITY
OKLAHOMA

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

OMB Control No. 2120-0042
Exp. 04/30/2017

AIRCRAFT BILL OF SALE

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

UNITED STATES REGISTRATION NUMBER **N18RW**

AIRCRAFT MANUFACTURER & MODEL
BEECH H-18

AIRCRAFT SERIAL No.
BA-653

DOES THIS 7th DAY OF July, 2021 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.)

ARG Management - Clemson Blvd LLC
PO Box 190
Sandy Springs, SC 29677

DEALER CERTIFICATE NUMBER

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

IN TESTIMONY WHEREOF I HAVE SET MY HAND AND SEAL THIS 7th DAY OF July 2021

SELLER

NAME(S) OF SELLER (TYPED OR PRINTED)	SIGNATURE(S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUSTSIGN.	TITLE (TYPED OR PRINTED)
Richard L. Ward	Digitally signed by RICHARD L. WARD d.L7TjjrgKMCzilSHLjC6VK9itaXsFY	Owner

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 (01/12) (NSN 0052-00-629-0003)

211881535344
$5.00 07/07/2021

I hereby certify that this is a true and correct copy of the original
Matthew Karami
A I C

CAR CERT

CK024040 Conveyance Recorded Sep/23/2021 12:02 PM FAA

FILED WITH FAA
AIRCRAFT

2021 JUL 7 PM 3 20

OKLAHOMA CITY
OKLAHOMA

DOCUMENT LEVEL ANNOTATIONS

ORIG DOC ID 4417 RET'D TO AIC

I hereby certify that this is a true and correct copy of the original

AIC

AIC TITLE SERVICE

6350 West Reno Avenue
Oklahoma City, OK 73127

CK024039 Conveyance Recorded Sep/23/2021 12:01 PM FAA

THIS FORM SERVES TWO PURPOSES
PART 1 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 OF DEBTOR:
Richard Lee Ward

NAME OF SECURED PARTY/ASSIGNEE:
Delta Community Credit Union

NAME OF SECURED PARTY'S ASSIGNOR (if assigned):

Do Not Write In Above Block. For FAA Use Only

FAA REGISTRATION NUMBER:	AIRCRAFT SERIAL NUMBER:	AIRCRAFT MFR. (BUILDER) AND MODEL:
N18RW	BA-653	Beech H-18

ENGINE MFR. AND MODEL:	ENGINE SERIAL NUMBER (S):
PROPELLER MFR. AND MODEL:	PROPELLER SERIAL NUMBER (S):

THE SECURITY CONVEYANCE COVERING THE ABOVE COLLATERAL WAS DATED: 03/05/2018
AND WAS RECORDED BY THE FAA AIRCRAFT REGISTRY ON: 04/09/2018
AS CONVEYANCE NUMBER: NJ012734

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 OF 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 additional to these requirements, the form used by the security holder should be drafted in accordance with the pertinent provisions of local statues and other applicable federal statutes. This form may be reproduced. There is no fee for recording a release. Send to FAA Aircraft Registry, PO Box 25504, Oklahoma City, Oklahoma 73125

AC FORM 8050-41

DATE OF RELEASE: July 7, 2021

Delta Community Credit Union

SIGNATURE (in ink) Digitally signed by SANDRA ZUMBRUN id.VZKee6kU3VEM8QCZyLAcOtebfhGu

TITLE: 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 Part 47 and 49 of the Federal Aviation Regulations) (14CFR)
Acknowledgement (if required by applicable local law).

CAR CERT

FILED WITH FAA
AIRCRAFT

2021 JUL 7 PM 3 20

OKLAHOMA CITY
OKLAHOMA

DOCUMENT LEVEL ANNOTATIONS

ORIG DOC ID 4415 RET'D TO AIC
SEE RECORDED CONVEYANCE NJ012734 DOC ID 2183

OMB Control Number 2120-00042
Expires 09/30/2020

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

AIRCRAFT REGISTRATION RENEWAL APPLICATION

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

AIRCRAFT REGISTRATION NUMBER	SERIAL NUMBER
N 18RW	BA-653
MANUFACTURER	**MODEL**
BEECH	H-18

DATE OF ISSUANCE	DATE OF EXPIRATION	TYPE OF REGISTRATION
04/09/2018	04/30/2024	INDIVIDUAL

ENTER REGISTERED OWNER(S) & ADDRESS FROM FAA FILE

(Owner 1) WARD RICHARD L

(Owner 2)

Note: Enter any additional owner names on page two.

(Address) 10 MONTGOMERY DR

(Address)

City GRIFFIN State GA Zip 30223-6829

Country UNITED STATES

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

(Address)

(Address)

City State Zip

Country

TO RENEW REGISTRATION: REVIEW aircraft registration information, SELECT the appropriate statement, ENTER any change in address in the spaces below, SIGN, DATE, & SEND form with the $5 renewal fee to the: FAA Aircraft Registry, PO Box 25504, Oklahoma City OK 73125-0504, or by courier to: 6425 S Denning Rm 118, Oklahoma City OK 73169-6937

☑ **I (WE) CERTIFY,** THE NAME(S) AND ADDRESSES FROM THE FAA FILES FOR THE OWNER(S) OF THIS AIRCRAFT ARE CORRECT, OWNERSHIP MEETS CITIZENSHIP REQUIREMENTS OF 14 CFR §47.3, AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY.

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

NEW MAILING ADDRESS

NEW PHYSICAL ADDRESS: complete if physical address has changed, or the new mailing address is a PO Box or Mail Drop.

HELPFUL INFORMATION

Review Aircraft Registration File Information for this aircraft at: http://registry.faa.gov/aircraftinquiry.

Assistance may be obtained
at our web page: http://registry.faa.gov/renewregistration,
by e-mail at: faa.aircraft.registry@faa.gov, or
by telephone at:: (866) 762 - 9434 (toll free), or (405) 954 - 3116

When mailing fees, please use a check or money order made payable to the Federal Aviation Administration.

Signature and Title Requirements for Common Registration Types:

- Individual	owner must sign, title would be "owner".
- Partnership	general partner signs showing "general partner" as title.
- Corporation	corporate officer or manager signs, showing full title.
- Limited Liability Co	authorized member, manager, or officer identified in the LLC organization document signs, showing full title.
- Co-owner	each co-owner must sign; showing "co-owner" as title.
- Government	authorized person must sign and show their full title.

Note: All signatures must be in ink, or other permanent media.

To correct entries: Draw a single line through error. Make correct entry in remaining space, or complete the form on-line. An application form will be rejected if any entry is covered by correction tape or similarly obscured.

TO CANCEL THE REGISTRATION FOR THIS AIRCRAFT:

CHECK All applicable block(s) below, COMPLETE, SIGN, DATE & MAIL this form with any fees to the: FAA Aircraft Registry, PO Box 25504, Oklahoma City, OK, 73125-0504, or by courier to: 6425 S Denning Rm. 118, Oklahoma City OK 73169-6937

☐ **CANCELLATION OF REGISTRATION IS REQUESTED.**

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

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

☐ **THE AIRCRAFT WAS EXPORTED TO:**

☐ **OTHER, Specify**

☐ **PLEASE RESERVE N-NUMBER IN THE OWNER'S NAME AND ADDRESS.** The $10 reservation fee is enclosed.

SIGNATURE OF OWNER 1 (required field)	PRINTED NAME OF SIGNER (required field)	TITLE (required field)	DATE
Electronically Certified by Registered Owners			3/16/2021
SIGNATURE OF OWNER 2	PRINTED NAME OF SIGNER	TITLE	DATE

Use page 2 for additional signatures.

Fee paid: $5 (202103160718511048NB)

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

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

REF N-NUM: 18RW

Accepted JW Feb/19/2021

CHANGE OF ADDRESS NOTIFICATION
(AIRCRAFT OWNER)

PRINT OR TYPE

Name of Registered Owner	Aircraft Registration Number
WARD RICHARD L	N 18RW
	Manufacturer BEECH
	Model H-18
	Serial Number BA-653

Mailing Address (if PO Box , include physical address)

10 MONTGOMERY DRIVE

City GRIFFIN	State GA	Zip Code 30223
SIGNATURE (DO NOT Print or Type) Richard L. Ward	Title OWNER	

SIGNATURE REQUIREMENTS:

(Show appropriate title for signer)

- Individual: Owner must sign.
- Partnership: A general partner must sign.
- Corporation: A corporate officer or managing official must sign.
- Co-owner: Each Co-owner must sign.
- Government: Any authorized person may sign

REGAR-ADCHG-1 (07/04)

(first fold)

AFFIX FIRST CLASS POSTAGE

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRCRAFT REGISTRATION BRANCH
PO BOX 25504
OKLAHOMA CITY OK 73125-0504

(second fold)

FILED WITH FAA
AIRCRAFT
REGISTRATION BR

2020 DEC 14 AM 9:36

OKLAHOMA CITY
OKLAHOMA

Signature Certificate

Document Ref.: **UWOH4-8ETK2-D9BCX-2QX4M**

Document signed by:

RICHARD L. WARD

Verified E-mail:
greasy3@aol.com

IP: 174.318.6.138 Date: 13 Dec 2020 15:11:26 UTC

Richard L. Ward

Document completed by all parties on:
13 Dec 2020 15:11:26 UTC

FILED WITH FAA
AIRCRAFT
REGISTRATION BR

2020 DEC 14 AM 9:36

OKLAHOMA CITY
OKLAHOMA

U.S. Department of Transportation

Federal Aviation Administration

ASSIGNMENT OF SPECIAL REGISTRATION NUMBERS

Special Registration Number
N18RW

Aircraft Make and Model
BEECH H-18

Present Registration Number
N408BK

Serial Number
BA-653

Issue Date:
May 02, 2019

ICAO AIRCRAFT ADDRESS CODE FOR N18RW - 50237737

WARD RICHARD L
295 OAK GROVE PATH
GRIFFIN GA 30224-9016

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

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

The latest FAA Form 8130-6, Application For Airworthiness on file is dated:
Sep 30, 1963

The airworthiness classification and category:
STD NORMAL

INSTRUCTIONS:

SIGN AND RETURN THE ORIGINAL of this form to the Civil Aviation Registry, Aircraft Registration Branch, within 5 days after the special registration number is placed on the aircraft. A revised certificate will then be issued.

The authority to use the special number expires: May 02, 2020

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

Signature of Owner: Richard L. Ward

Title of Owner: Owner

Date Placed on Aircraft: 09-28-2019

RETURN FORM TO:

Civil Aviation Registry
Aircraft Registration Branch
P.O. Box 25504
Oklahoma City, Oklahoma 73125-0504

AC FORM 8050-64 (5/2005) Supersedes Previous Edition

FILED WITH FAA
AIRCRAFT
REGISTRATION BR

2019 OCT -7 AM 8: 12

OKLAHOMA CITY
OKLAHOMA

Accepted LJ Oct/15/2019

FAA Aircraft Registration Branch

I would like to change the N-number of my aircraft. My aircraft is currently:

1963 Beechcraft

Model H-18

Serial Number BA-653

Current Registration Number N408BK

I wish to change it to N18RW, which I have reserved.

Thank you,

Richard L. Ward

Richard L. Ward

295 Oak Grove Path

Griffin, GA 30224

770-468-9813

FILED WITH FAA
AIRCRAFT
REGISTRATION BR

2019 APR 12 AM 7:50

OKLAHOMA CITY
OKLAHOMA

DOCUMENT LEVEL ANNOTATIONS

RECEIPT #190500947045 $10.00 2/19/19

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
CIVIL AVIATION REGISTRY
AIRCRAFT REGISTRATION BRANCH
P. O. Box 25504
Oklahoma City, Oklahoma 73125

OMB Control No.2120-0042
08/31/2008

AIRCRAFT SECURITY AGREEMENT

NAME & ADDRESS OF DEBTOR

Richard Lee Ward
295 Oak Grove Path
Griffin, GA 30224

NAME & ADDRESS OF SECURED PARTY/ASSIGNOR

Delta Community Credit Union
PO Box 20541
Atlanta, GA 30320

ASSIGNED/NAME & ADDRESS OF ASSIGNEE

ABOVE SPACE FOR FAA USE ONLY

Date: 3/5/2018

A security interest is hereby granted to the secured party on the following described collateral:
AIRCRAFT (FAA registration number, manufacturer, model, and serial number):

N408BK BEECHCRAFT, H-18 BA653

NOTICE: ENGINES LESS THAN 750 HORSEPOWER AND PROPELLERS NOT CAPABLE OF ABSORBING 750 OR MORE RATED SHAFT HORSEPOWER ARE NOT ELIGIBLE FOR RECORDING.

ENGINES (manufacturer, model, and serial number):

PROPELLERS (manufacturer, model, and serial number):

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

together with all equipment and accessories attached thereto or used in connection therewith, including engines of _____ horsepower, or the equivalent, and propellers capable of absorbing _____ 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, herein below described, and all renewals and extensions thereof.

Note bearing date of _____ executed by the debtor and payable to the order of _____ in the aggregate sum of $ _____ with 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 _____ installments of $_____ each on the _____ day of each successive month beginning with the _____ day of _____ . The last payment of $_____ is due on the _____ day of _____.

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 their rights hereunder. Said debtor hereby declares and hereby warrants to the said secured party that they are 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".)

180680852214
$45.00 03/09/2018

FILED WITH FAA
AIRCRAFT REGISTRATION BR

2018 MAR 9 AM 10 32

OKLAHOMA CITY
OKLAHOMA

It is the intention of the parties to deliver this instrument in the state of _____.

Provided, however, that if the debtor, their heirs, administrators, successors, or assignees 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 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 the secured party may at its option, and they are 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 secured party 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, 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 security agreement.

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

ACKNOWLEDGMENT:
(If required by applicable local law)

REBECCA GAINES NOTARY PUBLIC EXPIRES GEORGIA March 8, 2019

Rebecca Gaines, Notary Public
FOR: Richard L. Ward, Debtor 2/21/18

NAME OF DEBTOR Richard L. Ward

SIGNATURE(S) (IN INK) Richard L. Ward
(If executed for co-ownership, all must sign)

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

ASSIGNMENT BY SECURED PARTY

For value received, the undersigned secured party does hereby sell, assign, and transfer all 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 the secured party 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 _____.

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 TITLE 49, UNITED STATES CODE, 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: AIRCRAFT REGISTRATION BRANCH
P.O. BOX 25504
OKLAHOMA CITY, OKLAHOMA 73125-0504

FILED WITH FAA
AIRCRAFT REGISTRATION BR

2018 MAR 9 AM 10 32

OKLAHOMA CITY
OKLAHOMA

DOCUMENT LEVEL ANNOTATIONS

REFUNDED $40.00 04-09-2018 NJ

U.S. Department of Transportation
Federal Aviation Administration

UNITED STATES OF AMERICA – DEPARTMENT OF TRANSPORTATION
Federal Aviation Administration – Mike Monroney Aeronautical Center

OMB Control No. 2120-0042
Collection Expires 4/30/2017

Accepted NJ Apr/09/2018

AIRCRAFT REGISTRATION APPLICATION

UNITED STATES REGISTRATION NUMBER: N 408BK	TYPE OF REGISTRATION (Check one box)
AIRCRAFT MANUFACTURER AND MODEL: Beechcraft H-18	☒ 1. Individual ☐ 2. Partnership ☐ 3. Corporation (Includes LLC's) ☐ 4. Co-Owner
AIRCRAFT SERIAL NUMBER: BA-653	☐ 5. Government ☐ 8. Non-Citizen Corporation ☐ 9. Non-Citizen Corporation Co-Owner

NAME(S) OF APPLICANT(S) [Person(s) shown on evidence of ownership. If individual, give last name, first name and middle initial.]
Ward, Richard L.

TELEPHONE NUMBER: (770) 468-9813

MAILING ADDRESS (Permanent mailing address for first applicant listed above.)
NUMBER AND STREET: 295 Oak Grove Path
RURAL ROUTE: _____ P.O. BOX _____
CITY: Griffin STATE: Georgia ZIP: 30224

PHYSICAL ADDRESS/LOCATION IF PO BOX OR RURAL ROUTE BOX USED FOR MA L NG ADDRESS
NUMBER AND STREET: _____
DESCRIPTION OF LOCATION: _____
CITY: _____ STATE: _____ ZIP: _____

☐ ***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, Section 1001)

CERTIFICATION

I/WE CERTIFY:

(1) That the above aircraft is owned by the undersigned applicant who either is a citizen (including corporations) of the United States **OR** meets the aircraft registration citizenship requirements of 14 CFR Part 47 as: (CHECK AND COMPLETE a, b, or c)

☐ a. A resident alien with alien registration (Form 1-551) No. _____

☐ b. A non-citizen corporation organized and doing business under the laws of (state) _____ and said aircraft is based and primarily used in the United States. Records of flight hours are available for Inspection at _____

☐ c. A corporation using a voting trust to qualify Enter name of trustee _____

(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 next page if necessary.

1	SIGNATURE: Richard L. Ward	DATE: 02-26-2018
	TYPED/PRINTED NAME: Richard L. Ward	TITLE: Owner
2	SIGNATURE:	DATE:
	TYPED/PRINTED NAME:	TITLE:
3	SIGNATURE:	DATE:
	TYPED/PRINTED NAME:	TITLE:

180630852214
$5.00 03/09/2018

NOTE: When carried in the aircraft with an appropriate current airworthiness certificate or a special flight permit, a copy of this completed application provides authority to operate the aircraft in the United States for up to 90 days.

FILED WITH FAA
AIRCRAFT REGISTRATION BR

2018 MAR 9 AM 10 32

OKLAHOMA CITY
OKLAHOMA

U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF $ 102,000.00 THE UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:

UNITED STATES REGISTRATION NUMBER **N** 408BK

AIRCRAFT MANUFACTURER & MODEL Beechcraft H-18

AIRCRAFT SERIAL No. BA-653

DOES THIS 26th DAY OF February, 2018 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.)

Richard L. Ward
295 Oak Grove Path
Griffin, GA 30224

DEALER CERTIFICATE NUMBER

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

IN TESTIMONY WHEREOF HAVE SET HAND AND SEAL THIS DAY OF

SELLER

NAME(S) OF SELLER (TYPED OR PRINTED)	SIGNATURE(S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUSTSIGN.	TITLE (TYPED OR PRINTED)
WOODSTONE CORP.	[signature]	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 (01/12) (NSN 0052-00-629-0003)

CAR

rescan Doc Id 2181

OMB Control Number 2120-0729
Expires 09/30/15

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

AIRCRAFT REGISTRATION RENEWAL APPLICATION

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

AIRCRAFT REGISTRATION NUMBER	SERIAL NUMBER
N 408BK	BA-653
MANUFACTURER	**MODEL**
BEECH	H-18

DATE OF ISSUANCE	DATE OF EXPIRATION	TYPE OF REGISTRATION
02/14/2013	02/28/2019	CORPORATION

ENTER REGISTERED OWNER(S) & ADDRESS FROM FAA FILE

(Owner 1) WOODSTONE CORP

(Owner 2)

Note: Enter any additional owner names on page two.

(Address) 1917 FM 1681

(Address)

City STOCKDALE State TX Zip 78160-6370

Country UNITED STATES

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

(Address)

(Address)

City State Zip

Country

TO RENEW REGISTRATION: REVIEW aircraft registration information, SELECT the appropriate statement, ENTER any change in address in the spaces below, SIGN, DATE, & SEND form with the $5 renewal fee to the: FAA Aircraft Registry, PO Box 25504, Oklahoma City OK 73125-0504, or by courier to: 6425 S Denning Rm 118, Oklahoma City OK 73169-6937

☑ **I (WE) CERTIFY,** THE NAME(S) AND ADDRESSES FROM THE FAA FILES FOR THE OWNER(S) OF THIS AIRCRAFT ARE CORRECT, OWNERSHIP MEETS CITIZENSHIP REQUIREMENTS OF 14 CFR §47.3, AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY.

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

NEW MAILING ADDRESS

NEW PHYSICAL ADDRESS: complete if physical address has changed, or the new mailing address is a PO Box or Mail Drop.

HELPFUL INFORMATION

Review Aircraft Registration File Information for this aircraft at: http://registry.faa.gov/aircraftinquiry.

Assistance may be obtained
at our web page: http://registry.faa.gov/renewregistration,
by e-mail at: faa.aircraft.registry@faa.gov, or
by telephone at:: (866) 762 - 9434 (toll free), or (405) 954 - 3116

When mailing fees, please use a check or money order made payable to the Federal Aviation Administration.

Signature and Title Requirements for Common Registration Types:

- Individual	owner must sign, title would be "owner".
- Partnership	general partner signs showing "general partner" as title.
- Corporation	corporate officer or manager signs, showing full title.
- Limited Liability Co	authorized member, manager, or officer identified in the LLC organization document signs, showing full title.
- Co-owner	each co-owner must sign; showing "co-owner" as title.
- Government	authorized person must sign and show their full title.

Note: All signatures must be in ink, or other permanent media.

To correct entries: Draw a single line through error. Make correct entry in remaining space, or complete the form on-line. An application form will be rejected if any entry is covered by correction tape or similarly obscured.

TO CANCEL THE REGISTRATION FOR THIS AIRCRAFT:

CHECK All applicable block(s) below, COMPLETE, SIGN, DATE & MAIL this form with any fees to the: FAA Aircraft Registry, PO Box 25504, Oklahoma City, OK, 73125-0504, or by courier to: 6425 S Denning Rm. 118, Oklahoma City OK 73169-6937

☐ **CANCELLATION OF REGISTRATION IS REQUESTED.**

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

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

☐ **THE AIRCRAFT WAS EXPORTED TO:**

☐ **OTHER, Specify**

☐ **PLEASE RESERVE N-NUMBER IN THE OWNER'S NAME AND ADDRESS.** The $10 reservation fee is enclosed.

SIGNATURE OF OWNER 1 (required field)	PRINTED NAME OF SIGNER (required field)	TITLE (required field)	DATE
Electronically Certified by Registered Owners			9/14/2015
SIGNATURE OF OWNER 2	PRINTED NAME OF SIGNER	TITLE	DATE

Use page 2 for additional signatures.

Fee paid: $5 (201509141429120042NB)

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

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

REF N-NUM: 408BK

FORM APPROVED
OMB No. 2120-0042

Accepted SH Feb/14/2013

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 408BK

AIRCRAFT MANUFACTURER & MODEL BEECH H-18

AIRCRAFT SERIAL No. BA-653

FOR FAA USE ONLY

TYPE OF REGISTRATION (Check One box)

☐ 1. Individual ☐ 2. Partnership ☒ 3. Corporation ☐ 4. Co-Owner ☐ 5. Government
☐ 8. Non-Citizen Corporation ☐ 9. Non-Citizen Corporation Co-Owner

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

WOODSTONE CORPORATION
1917 FM 1681
STOCKDALE TX 78160

TELEPHONE NUMBER: (830 996 3167

ADDRESS (Permanent mailing address for first applicant on list) (If P.O. Box is used, physical address must also be shown.)

Number and street: _____

Rural Route: P.O. Box:

CITY	STATE	ZIP CODE

☐ **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
BH HASTINGS	PRESIDENT	2/4/13
SIGNATURE	TITLE	DATE
SIGNATURE	TITLE 130361353223 $5.00 02/05/2013	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 (5/12) (NSN 0052-00-628-9007)

Pink Cy Retd

FILED WITH FAA
AIRCRAFT REGISTRATION BR

2013 FEB 5 PM 1 56

OKLAHOMA CITY
OKLAHOMA

DOCUMENT LEVEL ANNOTATIONS

ffr re-reg app doc 1598 1-18-13
$5 1-18-13 130181249075

MEMORANDUM TO THE FILE

SH	02/14/2013
ID	DATE

AIRCRAFT: N408BK

DOCUMENT RETURNED February 14, 2013 (date)

Date received: 2-5-13

Reason returned: cy of bos rtd not needed see doc 3774 recorded 7-16-09 as conveyance CK002328

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 $ 00.42[4]
0004257799 MAY 09 2012
MAILED FROM ZIP CODE 73169

NIXIE 782 DE 1 00 05/13/12
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

BC: 73125050404 *2093-04394-13-47

DX*IMMR 78155
73125050404

Accepted SH Feb/14/2013

FILED WITH FAA
AIRCRAFT REGISTRATION BR

2012 MAY 17 AM 9 00

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.
N 408BK	BEECH H-18	BA-653

REGISTRATION MAILING ADDRESS
WOODSTONE CORP
6140 E US HIGHWAY 90
SEGUIN,TX 78155-1553

PHYSICAL LOCATION OF HOME OR OFFICE
N/A

May 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 March 31, 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)

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

Accepted SH Feb/14/2013

Aircraft Registration EXPIRED • N-number Pending Cancellation

U.S. Registration Number	Aircraft Manufacturer and Model	Aircraft Serial No.
N 408BK	BEECH H-18	BA-653

REGISTRATION MAILING ADDRESS
WOODSTONE CORP
6140 E US HIGHWAY 90
SEGUIN,TX 78155-1553

PHYSICAL LOCATION OF HOME OR OFFICE
N/A

May 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.

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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)

FORM APPROVED
OMB No. 2120-0042

Accepted CK Jul/16/2009

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 408BK

AIRCRAFT MANUFACTURER & MODEL
Beech H-18

AIRCRAFT SERIAL No.
BA-653

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.)

WOODSTONE CORPORATION

TELEPHONE NUMBER: (830 305 3977

ADDRESS (Permanent mailing address for first applicant listed.) (If P.O. BOX is used, physical address must also be shown.)

Number and street: 6140 E. Hwy 90

Rural Route: P.O. Box:

CITY	STATE	ZIP CODE
SEGUIN	TEXAS	78155

☐ **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
B.H. HASTINGS	PRESIDENT	6/30/09
SIGNATURE	TITLE 091820948507	DATE
SIGNATURE	TITLE $5.00 07/01/2009	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 (5/03) (0052-00-628-9007)

FILED WITH FAA
AIRCRAFT REGISTRATION BR

2009 JUL 1 AM 9 43

OKLAHOMA CITY
OKLAHOMA

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

AIRCRAFT BILL OF SALE

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

UNITED STATES REGISTRATION NUMBER: N408BK

AIRCRAFT MANUFACTURER & MODEL: Beech H-18

AIRCRAFT SERIAL NUMBER: BA-653

DOES THIS 30th DAY OF June 2009. 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)

Woodstone Corporation
6140 East Highway 90
Seguin, TX 78155

DEALER CERTIFICATE NUMBER

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

IN TESTIMONY WHEREOF I HAVE SET MY HAND THIS 30 DAY OF June 2009.

SELLER

NAME(S) OF SELLER (TYPED OR PRINTED)	SIGNATURE(S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
Mills Air Service, Inc.	Charles J. Sidney	President

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

AC FORM 8050-2 (9/92) (NSN 0052-00-629-0003) SUPERSEDES PREVIOUS EDITION

ORIGINAL: TO FAA

FILED WITH FAA
AIRCRAFT REGISTRATION BR

2009 JUN 30 AM 10 45

OKLAHOMA CITY
OKLAHOMA

FORM APPROVED
OMB No. 2120-0042

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 408BK

AIRCRAFT MANUFACTURER & MODEL BEECH H-18

N DEC 07 2007

AIRCRAFT SERIAL No. BA-653

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.)

THE MILLS AIR SERVICE INC.

TELEPHONE NUMBER: ( )

ADDRESS (Permanent mailing address for first applicant listed.) (If P.O. BOX is used, physical address must also be shown.)

Number and street: 4 SEA LANE

Rural Route: P.O. Box:

CITY	STATE	ZIP CODE
SAGAMORE BEACH	MA	02562

☐ **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
Christopher Siderwicz	PRESIDENT	11/19/07

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 (5/03) (0052-00-628-9007)

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2007 NOV 27 AM 11 46
OKLAHOMA CITY
OKLAHOMA

N009391

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

FORM APPROVED
OMB NO. 2120-0042
08/31/2008

AIRCRAFT BILL OF SALE

CONVEYANCE RECORDED
2007 DEC 7 AM 8 48
FEDERAL AVIATION ADMINISTRATION

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

UNITED STATES REGISTRATION NUMBER **N** 408BK

AIRCRAFT MANUFACTURER & MODEL BEECH H18

AIRCRAFT SERIAL No. BA-653

DOES THIS 14TH DAY OF NOV 2007 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.)

THE MILLS AIR SERVICE, INC
4 SEA LANE
SAGAMORE BEACH, MA. 02562

DEALER CERTIFICATE NUMBER

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

IN TESTIMONY WHEREOF HAVE SET HAND AND SEAL THIS DAY OF

SELLER

NAME(S) OF SELLER (TYPED OR PRINTED)	SIGNATURE(S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
WILLIAM F. MCGRATH, JR		OWNER
DBA- CLASSIC AIRCRAFT SALES		

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 (9/92) (NSN 0052-00-629-0003) Supersedes Previous Edition

073311148236
$5.00 11/27/2007

FORM APPROVED
OMB NO. 2120-0042

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

AIRCRAFT BILL OF SALE

N 009390

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

UNITED STATES REGISTRATION NUMBER N 408BK

AIRCRAFT MANUFACTURER & MODEL BEECH

AIRCRAFT SERIAL No. BA-653

CONVEYANCE RECORDED

DOES THIS 13TH DAY OF DEC 1977 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:

FEDERAL AVIATION ADMINISTRATION

AM 8 48

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.)

WILLIAM F. McGRATH, JR.
DBA - CLASSIC AIRCRAFT SALES
10 SHEEP COMMONS LN.
NANTUCKET, MA. 02554

DEALER CERTIFICATE NUMBER D001393

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

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

SELLER

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
WILLIAM F. McGRATH, JR.		PARTNER
Joseph Vintro, Sr.		Partner

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 (9/92) (NSN 0052-00-629-0003) Supersedes Previous Edition

U.S. Department of Transportation
Federal Aviation Administration

Flight Standards Service
Civil Aviation Registry, AFS-700

P.O. Box 25504
Oklahoma City, Oklahoma 73125-0504

PEV
W OCT 25 2003

August 18, 2003

MCGRATH WILLIAM F JR
10 SHEEP CMNS LN
NANTUCKET MA 02554-2908

The above mailing address was obtained from the US Postal Service through the National Change of Address (NCOA) program. Records maintained by the Aircraft Registration Branch, AFS-750, currently show the following information:

Aircraft Registration Number:	408BK
Serial Number:	BA-653
Manufacturer:	BEECH
Model Designation:	H-18
Name of First Listed Registered Owner:	MCGRATH WILLIAM F JR
Aircraft Registry (AR) Mailing Address:	PO BOX 2495

City: NANTUCKET State: MA Zip Code: 02584

If the NCOA information is correct, or if there have been other changes, please sign and check the appropriate box below, and return this letter to the Aircraft Registration Branch, AFS-750, PO Box 25504, Oklahoma City, OK 73125.

If you have any questions, you may contact the Aircraft Registration Branch at (405) 954-3116.

Sincerely,

Walter Binkley
Manager, Aircraft Registration Branch

☐ The NCOA information as addressed above is correct. (If the mailing address is a post office box, a street address, physical address, or a diagram of the residence location should also be shown in the space provided below, in accordance with the October 20, 1994, notice published in the Federal Register.)

☒ Neither the NCOA nor the AR address information is correct. My correct mailing address is shown below.

☐ I/We no longer own this aircraft. The new owner's name and mailing address are provided below.

☐ I/We request cancellation of registration of the above aircraft for the reason shown below; i.e., the aircraft has been destroyed, scrapped, exported, etc. If the reason for cancellation is for export, the name of the foreign country should also be shown and all co-owners must sign.

10 SHEEP COMMONS LN

Signature of Registered Owner

(If signing for a corporation, LLC, co-owners, or a partnership, show an appropriate title)

FILED WITH FAA
AIRCRAFT REGISTRATION BR

'03 SEP 4 AM 8 48

OKLAHOMA CITY
OKLAHOMA

0 0 0 0 0 0 0 0 1 2 7 II012458

29-1

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

OMB APPROVAL
NOT REQUIRED

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

CONVEYANCE RECORDED

'98 SEP 25 AM 10 08

FEDERAL AVIATION ADMINISTRATION

PART I — CONVEYANCE RECORDATION NOTICE

NAME (last name first) OF DEBTOR
William F. McGrath, Jr.
Joseph Vintro, Jr.
PO Box 2495, Nantucket, MA 02584

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE
Worcester County Institution for Savings
365 Main Street
Worcester, MA 01608

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
N8451	BA-653	64' Beech H-18S

ENGINE MFR. and MODEL	ENGINE SERIAL NUMBER(S)

PROPELLER MFR. and MODEL	PROPELLER SERIAL NUMBER(S)

SEE RECORDED CONVEYANCE NUMBER YY007148 FICHE # 02 PAGE # 25-1

THE SECURITY CONVEYANCE DATED 12/16/93 COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REGISTRY ON _____ AS CONVEYANCE NUMBER _____.

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: June 23, 1998
BankBoston, N.A. fka Worcester County Institution for Savings
(Name of security holder)
SIGNATURE (in ink) [signature]
TITLE Aircraft Finance 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) (0052-00-543-9001)

☆ U.S. GOVERNMENT PRINTING OFFICE 1977-771 089 E4

FILED WITH FAA
AIRCRAFT REGISTRATION BR

'98 JUL 1 AM 7 21

OKLAHOMA CITY
OKLAHOMA

56

DEPARTMENT OF TRANSPORTATION-FEDERAL AVIATION ADMINISTRATION

SEP 29 1997

AIRCRAFT REGISTRATION NUMBER	SERIAL NUMBER	DATE OF ISSUANCE
N 408BK	BA-653	FEBRUARY 19, 1997

MAKE	MODEL
BEECH	H-18

28-1

NAME AND ADDRESS OF CERTIFICATE HOLDER

MCGRATH WILLIAM F JR
VINTRO JOSEPH JR
PO BOX 2495
NANTUCKET MA 02584

GUIDELINES FOR COMPLETION

Signature requirements:
- Individual owner must sign.
- Partnership, a general partner must sign.
- Corporation, a corporate officer or managing official must sign.
- Co-owner, each co-owner must sign, continuing as necessary on attached sheet.
- Government, any authorized person may sign.

Check applicable block, sign, and date.

☐ IF YOUR PERMANENT MAILING ADDRESS IS DIFFERENT THAN SHOWN ABOVE COMPLETE THIS SECTION FOR ADDRESS CHANGE.

☒ PHYSICAL ADDRESS (IF OTHER THAN PERMANENT MAILING ADDRESS).
NANTUCKET MEMORIAL AIRPORT

IF THE AIRCRAFT IS NO LONGER IN YOUR POSSESSION, PLEASE CHECK APPLICABLE BLOCK, SIGN, AND DATE.

☐ 1. Aircraft sold to: (Purchaser's name and address)

☐ 2. Aircraft destroyed/scrapped

☐ 3. Aircraft exported to

☐ 4. Other, specify

I (we) request cancellation of registration for the above reason.

SIGNATURE	TITLE	DATE	SIGNATURE	TITLE	DATE
[signature]	PARTNER PARTNERSHIP	3/19/97		PARTNERSHIP	

AC Form 8050-73-2 (8 / 95)

Detach and Return

U. S. Department
of Transportation

**Federal Aviation
Administration**

CAPE COD, MA 02540
PM
1997

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

Official Business
Penalty for Private Use $300

BUSINESS REPLY MAIL

FIRST-CLASS PERMIT NO. 12438 WASHINGTON, D. C.

POSTAGE WILL BE PAID BY FEDERAL AVIATION ADMINISTRATION

APR 12 24 PM '97

TO: FAA AIRCRAFT REGISTRY, AFS-750
MIKE MONRONEY AERONAUTICAL CENTER
PO BOX 25504
OKLAHOMA CITY OK 73125-9980

FAA AIRCRAFT REGISTRY
CAMERA NO. 1N DATE: 5-9-95

0000000225 (27) APR 0 8 1995 27-1

NUMBER CHANGED TO 408BK

US Department of Transportation
Federal Aviation Administration

ASSIGNMENT OF SPECIAL REGISTRATION NUMBERS

Special Registration Number: N 408BK

Present Registration Number: N 8451

Aircraft Make and Model: BEECH H-18

Serial Number: BA-653

11531012

ICAO AIRCRAFT ADDRESS CODE
FOR N408BK = 51145174

MCGRATH WILLIAM F JR
PO BOX 2495
NANTUCKET, MA 02584

VINTRO JOSEPH JR

Issue Date: DEC. 20, 1994

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, Application For Airworthiness on file is dated: 093063

The airworthiness classification and category: STD/NORMAL

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 DEC. 20, 1995

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

Signature of Owner: W F McG

Title of Owner: PARTNER

Date Placed on Aircraft: 03-03-95

RETURN FORM TO:
FAA Aircraft Registry
P.O. Box 25504
Oklahoma City, Oklahoma 73125-4939

BELOW THIS POINT FOR FAA USE ONLY

FP / NF NAME

ADDRESS

FP ZIP EMP. CODE DATE

AC Form 8050-64 (12/87)

FAA AIRCRAFT REGISTRY
CAMERA NO. 1N DATE: 5-9-95

APR 0 8 1995
NUMBER CHANGED TO N 1088K

US Department of Transportation
Federal Aviation Administration

ASSIGNMENT OF SPECIAL REGISTRATION NUMBERS

Aircraft Make and Model: BEECH H-18

Serial Number: BA-653

Special Registration Number: N 1088K

Previous Registration Number: N 8451

ICAO AIRCRAFT ADDRESS CODE
FOR N1088K = 511451A4

MCGRATH WILLIAM F JR
PO BOX 2495
NANTUCKET, MA 02584

VINTRO JOSEPH JR

Issue Date: DEC. 20, 1994

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 current FAA Form 8130-6, Airworthiness Certificate, is attached.

The airworthiness classification and category: STD/NORMAL

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 DEC. 20, 1995

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

Signature of Owner: Patricia Partnerg

Title of Owner:

Date Placed on Aircraft: 03-03-95

BELOW THIS POINT FOR FAA USE ONLY

RETURN FORM TO:
FAA Aircraft Registry
P.O. Box 25504
Oklahoma City, Oklahoma 73125-4322

CONVEYANCE FILED WITH FAA AIRCRAFT REGISTRY
'95 JUN 22 AM 10 52
OKLAHOMA CITY OKLAHOMA

AC Form 8050-64 (12/87)

26-1

0 0 0 0 0 1 1 0 7 6 9

B&K LEASING, INC.
BOX 2495
NANTUCKET, MA. 02584

NOVEMBER 5, 1994

FAA AIRCRAFT REGISTRY
P.O. BOX 25504
OKLAHOMA CITY, OK. 73125

-64 408BK
8451
27 DEC 20 '94

DEAR SIR/MADAM

I CURRENTLY HAVE SPECIAL AIRCRAFT REGISTRATION NUMBER N408BK RESERVED AND WOULD LIKE TO HAVE IT ASSIGNED TO BEECHCRAFT H-18, N8451, SERIAL NO. BA-653. THIS AIRCRAFT, N8451, IS REGISTERED TO MYSELF, WILLIAM F. McGRATH, JR. AND JOSEPH VINTRO, JR. AS CO-OWNERS RATHER THAN UNDER MY CORPORATE NAME OF B&K LEASING, INC. WE DO NOT INTEND TO CHANGE THE REGISTRATION BUT WOULD LIKE THE NEW N#, N408BK, ASSIGNED TO THIS AIRCRAFT. I HAVE ENCLOSED A COPY OF THE CONFIRMATION OF RESERVATION.

THANK YOU FOR YOUR PROMPT ATTENTION TO THIS MATTER.

SINCERELY,

WFM

WILLIAM F. McGRATH, JR.
PRESIDENT

26

DEK LEASING, INC.
BOX 2196
NANTUCKET, MA. 02554

NOVEMBER 6, 1994

FAA AIRCRAFT REGISTRY
P.O. BOX 25504
OKLAHOMA CITY, OK.

DEAR SIR/MADAM

I CURRENTLY HAVE SPECIAL AIRCRAFT REGISTRATION NUMBER N408BR RESERVED AND WOULD LIKE TO HAVE IT ASSIGNED TO BEECHCRAFT H-18, N8451, SERIAL NO. BA-653. THIS AIRCRAFT, N8451, IS REGISTERED TO MYSELF, WILLIAM F. MCGRATH, JR. AND JOSEPH VINTRO, JR. AS CO-OWNERS RATHER THAN UNDER MY CORPORATE NAME OF DEK LEASING, INC. WE DO NOT INTEND TO CHANGE THE REGISTRATION BUT WOULD LIKE THE NEW N#, N408BR, ASSIGNED TO THIS AIRCRAFT. I HAVE ENCLOSED A COPY OF THE CONFIRMATION OF RESERVATION.

THANK YOU FOR YOUR PROMPT ATTENTION TO THIS MATTER.

SINCERELY,

WILLIAM F. MCGRATH, JR.
PRESIDENT

FAA AIRCRAFT REGISTRY
CAMERA NO. 2N DATE: 1-31-94

ADJUSTABLE RATE NOTE AND SECURITY AGREEMENT

FAA COPY

YY007148

25-1

NOTICE TO BORROWER: THIS NOTE CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

12-16 ,1993

William F. McGrath, Jr. & Joseph Vintro, Jr. P.O. Box 2495 Nantucket, MA 02584
Address City State City State Zip Code

1. I will pay principal and interest by making payments every month. I will make my monthly payments on the 16th day of each month beginning on January 1994. I will make these payments until I have paid all of the principal and interest and any other charges, described below, that I may owe under this Note. I will pay all sums that I owe under this note no later than June 16, 1997, (the "final payment date").

I will make my monthly payments at 365 Main Street, Worcester, Massachusetts 01608, or at a different place if required by the Note Holder.

In return for a loan that I have received, I promise to pay U.S. $80,400.00 (this amount will be called "principal"), plus interest, to the order of the Lender. The Lender is Worcester County Institution for Savings.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "Note Holder".

My initial monthly payments will be in the amount of U.S. $ 1,816.19 . If the interest rate that I pay changes, the amount of my monthly payments will change. Increases in the interest rate will result in higher payments (unless my prepayments since the last Change Date offset the increases in my monthly payments). Decreases in the interest rate will result in lower payments. The amount of my monthly payments will always be sufficient to repay my loan in full in substantially equal payments by the final payment day. In setting the monthly payment amount on each Change Date, the Note Holder will assume that the Note interest rate will not change again prior to the final payment date.

Interest will be charged on that part of outstanding principal which has not been paid. Interest will be charged beginning on the day I receive principal and continuing until the full amount of principal I receive has been paid.

Beginning on the day of this note, I will pay interest at a yearly rate of 9.00 % (the "Initial Interest Rate"). The interest rate that I will pay will change in accordance with Section 4 of this note until my loan is paid. Interest rate changes may occur on the N/A day of the month beginning on N/A 19____ and on that day of the month every N/A months thereafter. Each date on which the rate of interest may change will be called a "Change Date".

2. SECURITY INTEREST

To secure payment of the indebtedness due hereunder and also any and all other liabilities, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, of Borrower to Note Holder (herein called "Obligations"), Borrower hereby grants to Note Holder a security interest in, or pledges to Note Holder, the property described below together with all additions and accessions thereto, (herein collectively called "Collateral").

AIRCRAFT: '64 Beech H-18S
REGISTRATION: N8451
SERIAL #: BA-653

TOGETHER WITH ALL EQUIPMENT INSTALLED THIS DATE AND ANY EQUIPMENT ADDED IN THE FUTURE AND TO INCLUDE ALL LOGBOOKS, MANUALS AND RECORDS ASSOCIATED WITH THIS AIRCRAFT.
AIRCRAFT TO BE BASED AT: HYANNIS, MA

Borrower owns Collateral; shall not sell, remove or further encumber Collateral, shall be responsible for all loss thereof or damage thereto, shall keep the same in good order and repair and shall at any time perform such other acts and furnish Note Holder such information as Note Holder may reasonably request fot its protection hereunder.

Regardless of the adequacy of any Collateral, or other property held as security, any deposits or other sums at any time credited by or due from Note Holder to Borrower or any guarantor or endorser may at any time be applied to or set off against any such liabilities on which Borrower or such guarantor or endorser is liable.

3. INSURANCE

Borrower will have and maintain insurance at all times with respect to all Collateral against risks of fire (including so-called extended coverage), theft and such other risks as the Note Holder may require, and in the case of motor vehicles, collision, containing such terms, in such form, for such periods and written by such companies as may be satisfactory to the Note Holder, such insurance to be payable to the Note Holder and Borrower as their interests may appear; all policies of insurance shall provide for thirty days' written minimum cancellation notice to the Note Holder; Borrower shall furnish the Note Holder with certificates or other evidence satisfactory to the Note Holder of compliance with the foregoing insurance provisions; and the Note Holder may act as attorney for the Borrower in obtaining, adjusting, settling, and cancelling such insurance and endorsing any drafts.

RECORD CD 5.00
1985 002 12/23/93

SEE REVERSE SIDE FOR ADDITIONAL TERMS OF THIS NOTE, SECURITY AGREEMENT
I/We acknowledge receipt of a completed copy of this Note/Security Agreement

SEAL

Witness Mary F. Tinsley — BY: Borrower William F. McGrath, Jr. - Partner

Witness Mary F. Tinsley — BY: Borrower Joseph Vintro, Jr. - Partner

My Commission Expires 11/20/98

4. INTEREST RATE CHANGES

(A) The Index

Any changes in the interest rate will be based on changes on an interest rate index which will be called the "Index". The Index is the: [*Check one box to indicate Index.*]

(1) ☐ * Prime Rate as published in the "Money Rates" section of the Wall Street Journal on the first business day of each month.

(2) ☐ * _____

If the Index ceases to be made available by the publisher, or by any successor to the publisher, the Note Holder will set the Note interest rate by using a comparable index.

(B) Setting the New Interest Rate

To set the new interest rate, the Note Holder will determine the change between the Base Index figure and the Current Index Figure. The Base Index Figure is_____. The Current Index Figure is the most recent Index figure available 45 days prior to each Change Date. If the amount of the change is less than one-eighth of one percentage point, the change will be rounded to zero. If the amount of the change is one-eighth of one percentage point or more, the Note Holder will round the amount of the change to the nearest one-eighth of one percentage point.

If the current Index figure is larger than the Base Index Figure, the Note Holder will add the rounded amount of the change to the Initial Interest Rate. If the Current Index Figure is smaller than the Base Index Figure, the Note Holder will subtract the rounded amount of the change from the Initial Interest Rate. The result of this addition or subtraction will be the preliminary rate. If there is no change between the Base Index figure and the Current Index figure after rounding, the Initial Interest Rate will be the preliminary rate.

[*Check one box to indicate whether there is any maximum limit on interest rate changes; if no box is checked, there will be no maximum limit on changes.*]

(1) ☐ If this box is checked, there will be no maximum limit on changes in the interest rate up or down. The preliminary rate will be the new interest rate.

(2) ☐ If this box is checked, the interest rate will not be changed by more than_____percentage points on any Change Date. The Note Holder will adjust the preliminary rate so that the change in the interest rate will not be more than the limit. The new interest rate will equal the figure that results from this adjustment of the preliminary rate.

(C) Effective Date of Changes

Each new interest rate will become effective on the next Change Date. If my monthly payment changes as a result of a change in the interest rate, my monthly payment will change as of the first monthly payment date after the Change Date.

(D) Notice to Borrower

The Note Holder will mail me a notice by first class mail at least thirty days and no more than forty-five days before the Change Date if the interest rate is to change. The notice will advise me of:

(i) the new interest rate on my loan;
(ii) the amount of my new monthly payment; and
(iii) any additional matters which the Note Holder is required to disclose.

5. BORROWER'S FAILURE TO PAY AS REQUIRED

Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any of my monthly payments by the end of 10 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5% of my overdue payment of principal and interest, or five dollars ($5.00), whichever is less. I will pay this late charge only once on any late payment.

I will be in default under this Note and Security Agreement if any of the following events occurs subject to my rights under Massachusetts law.

1. If I fail to pay any installment when due.
2. If I fail to comply with any other provision of this Note or Security Agreement or of any other loan obligation that I have with the Lender.
3. If the Lender determines that I have made any misleading or false statement to the Lender on my loan application or otherwise in connection with this loan transaction.
4. If bankruptcy or any other similar creditor's rights proceedings are brought by or against me.
5. If any event occurs which substantially impairs the value of the collateral (for example loss, theft, damage destruction or sale of the collateral).

I understand that if the collateral is being primarily for personal, family or household purposes, I will be in default only if an event listed in 1 or 5 above occurs. If I am in default, subject to my rights under Massachusetts law, the Lender can demand immediate payment of the entire balance of my loan plus accrued interest and the Lender will have all of the rights of a secured party under the Uniform Commercial Code, including the right to repossess, sell and apply the proceeds of the collateral to the payment of the Lender's collection costs and reasonable attorney's fees and to the full payment of my loan plus accrued interest. If the collateral is not in the possession of the Lender, the Lender will inform me of my rights in the event of a default.

Notice from Note Holder

If I do not pay the full amount of each monthly payment on time, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date I will be in default. That date must be at least 21 days after the date on which the notice was mailed to me.

COLLECTION COSTS

If I am in default and the Lender attempts to collect full payment of my loan or to repossess and sell the collateral, or both, I agree to pay, to the extent allowed by law, the Lenders costs of collection (including the costs of taking, preparing for sale and selling the collateral and reasonable attorney's fees.

JOINT BORROWERS

If two or more of us are signing this note and Security Agreement as Borrower, each and all of us agree to be responsible jointly and severally for the performance of all terms of this Note and Security Agreement even though the Lender does not notify us that the terms of payment have been changed or that any of the collateral has been released or that any payment has not been made when due.

OTHER TERMS

The Lender may delay enforcing any of its rights under this Note and Security Agreement without losing them. This Note and Security Agreement is under seal and shall be governed by the Laws of Massachusetts. If there is a conflict between the Note and Security Agreement and applicable law, this Note and Security Agreement shall be considered modified to the extent necessary to comply with applicable law.

FAA AIRCRAFT REGISTRY
CAMERA NO. 2N DATE: 1-31-94

24-1

YY007147

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

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

CONVEYANCE RECORDED
'94 JAN 21 PM 12 08
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
McGrath, William F, Jr
Vintro, Joseph Jr.

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE
Worcester County Institution for Savings
365 Main Street
Worcester, MA 01608

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	SEE RECORDED CONVEYANCE
8451	BA-653	Beech H-18	NUMBER VV003544 FICHE# R2 PAGE# 23-1

ENGINE MFR. and MODEL	ENGINE SERIAL NUMBER(S)

PROPELLER MFR. and MODEL	PROPELLER SERIAL NUMBER(S)

THE SECURITY CONVEYANCE DATED 5-24-93 COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REGISTRY ON 6-10-93 AS CONVEYANCE NUMBER VV003544 Flo McDaniel
FAA CONVEYANCE EXAMINER

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

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

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

DATE OF RELEASE December 29, 1993

Worcester County Institution for Savings
(Name of security holder)

SIGNATURE (in ink)

TITLE V.P. Treasurer

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

ACKNOWLEDGEMENT (If Required By Applicable Local Law):

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

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

FAA AIRCRAFT REGISTRY
CAMERA NO. 2N DATE: 1-31-94

24

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
'94 JUN 5 AM 10 08
OKLAHOMA CITY
OKLAHOMA

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 6-28-93

ADJUSTABLE RATE NOTE
0 AND SECURITY AGREEMENT

FAA COPY

V V 0 0 3 5 4 4

23-1

NOTICE TO BORROWER: THIS NOTE CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

CONVEYANCE RECORDED

5/24 ,1993 _____ City _____ State '93 JUN 10 AM 7 57

William F. McGrath, Jr. & Joseph Vintro, Jr. Box 2495 Nantucket, MA 02584
Address City State Zip Code

ADMINISTRATION

1. I will pay principal and interest by making payments every month. I will make my monthly payments on the 1st day of each month beginning on July 1993. I will make these payments until I have paid all of the principal and interest and any other charges, described below, that I may owe under this Note. I will pay all sums that I owe under this note no later than June 1, 1998, (the "final payment date").

I will make my monthly payments at 365 Main Street, Worcester, Massachusetts 01608, or at a different place if required by the Note Holder.

In return for a loan that I have received, I promise to pay U.S. $ 60,000.00 (this amount will be called "principal"), plus interest, to the order of the Lender. The Lender is Worcester County Institution for Savings.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "Note Holder".

My initial monthly payments will be in the amount of U.S. $ 1,245.50. If the interest rate that I pay changes, the amount of my monthly payments will change. Increases in the interest rate will result in higher payments (unless my prepayments since the last Change Date offset the increases in my monthly payments). Decreases in the interest rate will result in lower payments. The amount of my monthly payments will always be sufficient to repay my loan in full in substantially equal payments by the final payment day. In setting the monthly payment amount on each Change Date, the Note Holder will assume that the Note interest rate will not change again prior to the final payment date.

Interest will be charged on that part of outstanding principal which has not been paid. Interest will be charged beginning on the day I receive principal and continuing until the full amount of principal I receive has been paid.

Beginning on the day of this note, I will pay interest at a yearly rate of 9.00 % (the "Initial Interest Rate"). The interest rate that I will pay will change in accordance with Section 4 of this note until my loan is paid. Interest rate changes may occur on the N/A day of the month beginning on N/A 19____ and on that day of the month every N/A months thereafter. Each date on which the rate of interest may change will be called a "Change Date".

2. SECURITY INTEREST

To secure payment of the indebtedness due hereunder and also any and all other liabilities, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, of Borrower to Note Holder (herein called "Obligations"), Borrower hereby grants to Note Holder a security interest in, or pledges to Note Holder, the property described below together with all additions and accessions thereto, (herein collectively called "Collateral").

AIRCRAFT: '64 Beech H-18S
REGISTRATION: N8451
SERIAL #: BA-653

TOGETHER WITH ALL EQUIPMENT INSTALLED THIS DATE AND ANY EQUIPMENT ADDED IN THE FUTURE AND TO INCLUDE ALL LOGBOOKS, MANUALS AND RECORDS ASSOCIATED WITH THIS AIRCRAFT.

AIRCRAFT TO BE BASED AT: HYANNIS, MA.

Borrower owns Collateral, shall not sell, remove or further encumber Collateral, shall be responsible for all loss thereof or damage thereto, shall keep the same in good order and repair and shall at any time perform such other acts and furnish Note Holder such information as Note Holder may reasonably request fot its protection hereunder.

Regardless of the adequacy of any Collateral, or other property held as security, any deposits or other sums at any time credited by or due from Note Holder to Borrower or any guarantor or endorser may at any time be applied to or set off against any such liabilities on which Borrower or such guarantor or endorser is liable.

3. INSURANCE

Borrower will have and maintain insurance at all times with respect to all Collateral against risks of fire (including so-called extended coverage), theft and such other risks as the Note Holder may require, and in the case of motor vehicles, collision, containing such terms, in such form, for such periods and written by such companies as may be satisfactory to the Note Holder, such insurance to be payable to the Note Holder and Borrower as their interests may appear; all policies of insurance shall provide for thirty days' written minimum cancellation notice to the Note Holder; Borrower shall furnish the Note Holder with certificates or other evidence satisfactory to the Note Holder of compliance with the foregoing insurance provisions; and the Note Holder may act as attorney for the Borrower in obtaining, adjusting, settling, and cancelling such insurance and endorsing any drafts.

CD 5.00
5763 001 5/28/93

SEE REVERSE SIDE FOR ADDITIONAL TERMS OF THIS NOTE, SECURITY AGREEMENT

I/We acknowledge receipt of a completed copy of this Note/Security Agreement

Witness Mary F. Tinsley
My commission expires 11/20/98

SEAL

Witness

BY: _____
Borrower William F. McGrath, Jr. - Partner

BY: _____
Borrower Joseph Vintro, Jr. - Partner

4. INTEREST RATE CHANGES

(A) The Index

Any changes in the interest rate will be based on changes on an interest rate index which will be called the "Index". The Index is the: [*Check one box to indicate Index.*]

(1) ☐ * Prime Rate as published in the "Money Rates" section of the Wall Street Journal on the first business day of each month.

(2) ☐ * _____

If the Index ceases to be made available by the publisher, or by any successor to the publisher, the Note Holder will set the Note interest rate by using a comparable index.

(B) Setting the New Interest Rate

To set the new interest rate, the Note Holder will determine the change between the Base Index figure and the Current Index Figure. The Base Index Figure is_____. The Current Index Figure is the most recent Index figure available 45 days prior to each Change Date. If the amount of the change is less than one-eighth of one percentage point, the change will be rounded to zero. If the amount of the change is one-eighth of one percentage point or more, the Note Holder will round the amount of the change to the nearest one-eighth of one percentage point.

If the current Index figure is larger than the Base Index Figure, the Note Holder will add the rounded amount of the change to the Initial Interest Rate. If the Current Index Figure is smaller than the Base Index Figure, the Note Holder will subtract the rounded amount of the change from the Initial Interest Rate. The result of this addition or subtraction will be the preliminary rate. If there is no change between the Base Index figure and the Current Index figure after rounding, the Initial Interest Rate will be the preliminary rate.

[*Check one box to indicate whether there is any maximum limit on interest rate changes; if no box is checked, there will be no maximum limit on changes.*]

(1) ☐ If this box is checked, there will be no maximum limit on changes in the interest rate up or down. The preliminary rate will be the new interest rate.

(2) ☐ If this box is checked, the interest rate will not be changed by more than _____ percentage points on any Change Date. The Note Holder will adjust the preliminary rate so that the change in the interest rate will not be more than the limit. The new interest rate will equal the figure that results from this adjustment of the preliminary rate.

(C) Effective Date of Changes

Each new interest rate will become effective on the next Change Date. If my monthly payment changes as a result of a change in the interest rate, my monthly payment will change as of the first monthly payment date after the Change Date.

(D) Notice to Borrower

The Note Holder will mail me a notice by first class mail at least thirty days and no more than forty-five days before the Change Date if the interest rate is to change. The notice will advise me of:

(i) the new interest rate on my loan;
(ii) the amount of my new monthly payment; and
(iii) any additional matters which the Note Holder is required to disclose.

5. BORROWER'S FAILURE TO PAY AS REQUIRED

Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any of my monthly payments by the end of 10 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5% of my overdue payment of principal and interest, or five dollars ($5.00), whichever is less. I will pay this late charge only once on any late payment.

I will be in default under this Note and Security Agreement if any of the following events occurs subject to my rights under Massachusetts law.

1. If I fail to pay any installment when due.
2. If I fail to comply with any other provision of this Note or Security Agreement or of any other loan obligation that I have with the Lender.
3. If the Lender determines that I have made any misleading or false statement to the Lender on my loan application or otherwise in connection with this loan transaction.
4. If bankruptcy or any other similar creditor's rights proceedings are brought by or against me.
5. If any event occurs which substantially impairs the value of the collateral (for example loss, theft, damage destruction or sale of the collateral).

I understand that if the collateral is being primarily for personal, family or household purposes, I will be in default only if an event listed in 1 or 5 above occurs. If I am in default, subject to my rights under Massachusetts law, the Lender can demand immediate payment of the entire balance of my loan plus accrued interest and the Lender will have all of the rights of a secured party under the Uniform Commercial Code, including the right to repossess, sell and apply the proceeds of the collateral to the payment of the Lender's collection costs and reasonable attorney's fees and to the full payment of my loan plus accrued interest. If the collateral is not in the possession of the Lender, the Lender will inform me of my rights in the event of a default.

Notice from Note Holder

If I do not pay the full amount of each monthly payment on time, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date I will be in default. That date must be at least 21 days after the date on which the notice was mailed to me.

COLLECTION COSTS

If I am in default and the Lender attempts to collect full payment of my loan or to repossess and sell the collateral, or both, I agree to pay, to the extent allowed by law, the Lenders costs of collection (including the costs of taking, preparing for sale and selling the collateral and reasonable attorney's fees.

JOINT BORROWERS

If two or more of us are signing this note and Security Agreement as Borrower, each and all of us agree to be responsible jointly and severally for the performance of all terms of this Note and Security Agreement even though the Lender does not notify us that the terms of payment have been changed or that any of the collateral has been released or that any payment has not been made when due.

OTHER TERMS

The Lender may delay enforcing any of its rights under this Note and Security Agreement without losing them. This Note and Security Agreement is under seal and shall be governed by the Laws of Massachusetts. If there is a conflict between the Note and Security Agreement and applicable law, this Note and Security Agreement shall be considered modified to the extent necessary to comply with applicable law.

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 6·28·93

22-1

0 0 0 0 0 0 0 1 6 6

VV003543

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

OMB APPROVAL
NOT REQUIRED

CONVEYANCE
RECORDED

'93 JUN 10 AM 7 56

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
Harding, Howard

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE
First Interstate Bank of Utah N.A.
121 West Main
Vernal, Utah 84078

NAME OF SECURED PARTY'S ASSIGNOR (if assigned)

THE RECORDED
CONVEYANCE
NUMBER AA47917
FICHE# 1 PAGE# 19-1

Do Not Write In This Block
FOR FAA USE ONLY

FAA REGISTRATION NUMBER	AIRCRAFT SERIAL NUMBER	AIRCRAFT MFR. (BUILDER) and MODEL
N8451	BA-653	Beech, H-18

ENGINE MFR. and MODEL	ENGINE SERIAL NUMBER(S)

PROPELLER MFR. and MODEL	PROPELLER SERIAL NUMBER(S)

THE SECURITY CONVEYANCE DATED 8-16-91 COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REGISTRY ON 9-5-91 AS CONVEYANCE NUMBER AA47917

FAA CONVEYANCE EXAMINER

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

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

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

DATE OF RELEASE: 9/30/92
First Interstate Bank of Utah N.A.
(Name of security holder)
SIGNATURE (in ink) Peter L. Hellat
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).

ACKNOWLEDGEMENT (If Required By Applicable Local Law):

AC Form 8050-41 (8-77) (0052-00-543-9001)

☆ U.S. GOVERNMENT PRINTING OFFICE: 1977-771-021-623

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 6-28-93

22

FAA AIRCRAFT REGISTRY
CAMERA NO 3N DATE: 4-9-93

FORM APPROVED
OMB No. 2120-0042

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

CERT. ISSUE DATE 21-1

UNITED STATES REGISTRATION NUMBER N 8451

AIRCRAFT MANUFACTURER & MODEL BEECHCRAFT H18-S

AIRCRAFT SERIAL No. BA-653

FOR AAC 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.)

WILLIAM F. MCGRATH, JR.
JOSEPH VINTRO, JR.

TELEPHONE NUMBER: ( )

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: P.O. BOX 2495

Rural Route: P.O. Box:

CITY	STATE	ZIP CODE
NANTUCKET	MA.	02584

☐ **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
[signature]	PARTNER	3/8/93
[signature]	PARTNER	3/8/93

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 3N DATE: 4-9-93

21

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
'93 MAR 17 PM 2 05
OKLAHOMA CITY
OKLAHOMA

FAA AIRCRAFT REGISTRY
CAMERA NO 3N DATE: 4-9-93

FORM APPROVED
OMB NO. 2120-0042

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

0 0 1 2 1 7

AIRCRAFT BILL OF SALE

20-1

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

JU 0 / 5 7 3

UNITED STATES REGISTRATION NUMBER N 8451

AIRCRAFT MANUFACTURER & MODEL BEECH H-18

AIRCRAFT SERIAL No. BA-653

CONVEYANCE RECORDED

DOES THIS 8TH DAY OF MARCH 19 93 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:

APR 7 1993

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.)

WILLIAM F. McGRATH, JR
JOSEPH VINTRO, JR.
P.O. BOX 2495
NANTUCKET, MA. 02584

FEDERAL AVIATION ADMINISTRATION

DEALER CERTIFICATE NUMBER

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

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

SELLER

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
HOWARD HANDY	Howard Handy	OWNER

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

REGSTR CD 5.00
4565 001 3/17/93

ORIGINAL: TO FAA

AC FORM 8050-2 (9-85) (0052-00-629-0002)

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 4-9-93

20

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 9-6-91

First Interstate Bank

0 0 0 0 0 0 1 4 6 6

First Interstate Bank of Utah, N.A. AA7917
Loan Number

19-1

SECURITY AGREEMENT

On this 16TH day of AUGUST, 19 91, Howard Harding (Debtor) hereby agrees with and grants to First Interstate Bank of Utah, N.A. ("Bank"), a security interest in the property described in Subsection A herein ("Collateral"), to secure all Debtor's present and future debts, obligations and liabilities of whatever nature to Bank, including the note executed by Debtor to Bank in the amount of $ *24,700.00* ("Note") and Debtor's obligations hereunder ("Obligations").

NON-DEBTORS BOUND

For the purpose of securing the Obligations of Debtor to Bank, the undersigned non-debtor owner(s) of the Collateral ("Owner"), hereby agrees with and grants to Bank a security interest in the Collateral. In granting this security interest to Bank, Owner represents that each of the warranties as set forth below is true and accurate. Owner hereby agrees and consents to all provisions of this Security Agreement ("Agreement"). This Agreement shall also secure any of Owner's obligations to Bank hereunder or under any other agreement with Bank.

SEP 5 7 07 '91

A. COLLATERAL

(1) The following described motor vehicles including all tires, accessories, spare and repair parts, tools, equipment, additions and accessions thereto now owned or hereafter acquired by Debtor/Owner:

Year	No. Cyl.	Make	Model	Body Style	Serial No. or Other

(2) The following described property including all additions and accessions thereto now owned or hereafter acquired by Debtor/Owner:

Type of Property	Year/Model	Make	Serial No.
AIRCRAFT	H-18	N8451 BEECH	BA-653

NAV-COM 2-KX170B ADF 1-KR85 DME NARCO (OLD STYLE) AUDIO PANEL 1-KMA20 TRANSPONDER 2-KT76A AUTO PILOT CENTURY 111 (3 AXIS)

All proceeds or refunded premiums from any related insurance.
Bank's security interest in after-acquired consumer goods other than accessions attaches only to goods acquired within 10 days of the date Bank made the loan for which Debtor's Note was given.

B. WARRANTIES

Debtor and Owner Warrant:

1. Use - The Collateral is used or bought for use primarily for (check one): ____ personal family or household purposes. X business or farming operations.
2. PURCHASE MONEY - If checked here X the Collateral is being acquired with the proceeds of a loan from Bank, which proceeds will be used for no other purpose and Bank may disburse such proceeds directly to the seller of the Collateral.
3. LOCATION OF COLLATERAL - The Collateral will not be taken from the State of Utah without the written consent of Bank.
4. OWNERSHIP - Debtor/Owner has or forthwith will acquire clear title to the Collateral free of all encumbrances and security interest other than this Agreement.

C. OTHER PROVISIONS

Each person, other than Bank, who signs both this Agreement and the Note is a Debtor; and the Obligations of all Debtors are joint and several. The obligations of Owner and Debtor under this Agreement are joint and several.

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION WHICH IS PART OF THIS CONTRACT. THIS AGREEMENT INCLUDES ALL THE PROVISIONS ON THE REVERSE SIDE.

First Interstate Bank of Utah, N.A.

Branch VERNAL
121 WEST MAIN
Address VERNAL, UT 84078

By KEVIN VAN TASSELL, AVP

Dated AUGUST 16, 19 91

Debtor Howard Harding owner

Address P. O. Box 1418 Roosevelt, UT 84066

Debtor

Address

RECORD CD 5.00
1096 002 8/26/91

(To be completed only by non-debtor Owners)

Owner

Address

Owner

Address

IL 348 (5/88) NS

ADDITIONAL PROVISIONS INCLUDED IN THIS CONTRACT

19

1. **FILING** - Debtor and Owner warrant that there is no financing statement now on file in any public office covering any of the Collateral or any of the proceeds thereof and so long as any of the Obligations remain unpaid or any credit from Bank to Debtor or Owner is in use by or available to Debtor or Owner, Debtor and Owner will not execute a financing statement or security agreement covering the Collateral with anyone other than Bank. Debtor and Owner agree to sign and deliver one or more financing statements or supplements thereto or other instruments as Bank may from time to time require to comply with the Utah Uniform Commercial Code or other applicable law or to preserve, protect and enforce the security interest of Bank and to pay all costs of filing such statements or instruments. Debtor and Owner hereby appoint Bank as their attorney in fact for the limited purpose of signing any financing statements (including amendments and extensions thereof) or any other required instruments.

2. **CARE OF PROPERTY** - Debtor and Owner shall: keep the Collateral in good repair and be responsible for any loss or damage to it; keep it free from all liens, encumbrances and security interests; pay when due all taxes, license fees and other charges upon it; not sell, misuse, conceal or in any way dispose of it or permit it to be used unlawfully or for hire or contrary to the provisions of any insurance coverage; not permit it to become a fixture or an accession to other goods except as specifically authorized in writing by Bank. Loss of or damage to the Collateral shall not release Debtor from any Obligations or Owner from any obligations under this Agreement.

3. **INSURANCE** - Debtor and Owner agree, at their expense, to insure the Collateral against loss, damage, theft (and such other risks as Bank may require) to the full insurable value thereof with insurance companies and under policies and in form satisfactory to Bank. Proceeds from the insurance shall be payable to Bank as its interest may appear and all policies shall provide 10 days minimum written cancellation notice to Bank. Policies or certificates attesting the coverage shall be deposited with Bank. Insurance proceeds may be applied by Bank toward payment of any of Debtor's Obligations or Owner's obligations under this Agreement, whether or not due, in such order of application as Bank may determine.

4. **RIGHT TO PROTECT** - If Debtor or Owner fail to make any payment or perform any act required by this Agreement or which Bank deems advisable to preserve the Collateral or the priority or perfection of the Bank's security interests, Bank may advance funds for the same, including but not limited to the right to obtain insurance on the Collateral, and such advances shall be one of the obligations of Debtor and Owner secured hereby and shall be immediately payable with a finance charge thereon at the annual percentage rate applicable to this transaction.

WARNING: The insurance which may be obtained by Bank under this Agreement does NOT constitute or include first-party (no-fault) insurance coverage or liability coverage and does NOT provide the coverage required by the "Utah Automobile No-Fault Insurance Act", and does NOT protect the owner, driver and lessee against any claims for damage arising out of the use or operation of a motor vehicle.

5. **DEFAULT** - Debtor and Owner shall be in default hereunder if any of the following events occur: (a) upon Bank deeming itself insecure for any reason whatsoever or (b) upon Debtor's failure to pay any of the Obligations when due; or (c) upon Debtor's or Owner's failure to perform any other obligation to Bank; or (d) upon the death of Debtor or Owner who is a natural person or any partner of Debtor or Owner which is a partnership or insolvency (however evidenced) of Debtor or Owner; or (e) upon the commission of an act of insolvency or the making of a general assignment for the benefit of creditors by Debtor or Owner; or (f) upon the filing of any petition or the commencement of any proceeding by or against Debtor or Owner for any relief under any bankruptcy or insolvency laws, or any laws relating to the relief of debtors, readjustment of indebtedness, reorganizations, compositions or extensions; or (g) upon the suspension of the transaction of the usual business of Debtor or Owner; (h) upon the dissolution, merger, consolidation or reorganization of Debtor or Owner or transfer of a substantial part of the property of Debtor or Owner which is a corporation or partnership; (i) upon entry of judgment against Debtor or Owner; (j) if an attachment, garnishment, execution or other process is issued or a lien filed against any property of Debtor or Owner; (k) upon the transfer of any interest in any of the Collateral without the written consent of Bank; (l) if any Collateral is lost, stolen or materially damaged: or (m) if any representation or warranty, whether oral or written, by Debtor or Owner to Bank be materially untrue. Waiver of any default shall not constitute a waiver of any subsequent default.

6. **REMEDIES** - Upon the occurrence of any default hereunder and at any time thereafter, all of the Obligations shall, at the election of Bank and without notice of such election, become immediately due and payable and Bank shall have the remedies of a secured party under the Utah Uniform Commercial Code or other applicable law, and: (a) Bank shall have the right to enter upon any premises where the Collateral may be and take possession thereof and Debtor or Owner shall, if requested by Bank, assemble the Collateral at a place designated by Bank; Bank may sell, lease or otherwise dispose of any or all of the Collateral and, after deducting the expenses incurred by Bank, including reasonable attorneys' fees and legal expenses, apply the residue to pay (or to hold as a reserve against) the Obligations; Bank may give any notice to Debtor or Owner required by law by mailing such notice, postage prepaid, at least 5 days before the event to any address of Debtor or Owner set forth in this Agreement or hereafter supplied by Debtor or Owner to Bank; (b) Bank shall have the right immediately and without prior notice or demand to set off against the Obligations, whether or not due, all money or other amounts owed by Bank in any capacity to Debtor and against Owner's obligations under this Agreement, whether or not due, all money or other amounts owed by Bank in any capacity to Owner and Bank shall be deemed to have exercised such right of setoff and to have made a charge against any such money or amounts immediately upon occurrence of such default even though such charge is entered on the books of Bank subsequent thereto; and (c) in the event of any default, Debtor agrees to pay Bank, in addition to all sums due hereuynder, all lawful collection costs and legal expenses, including reasonable attorneys' fees, with or without suit, and Owner agrees to pay Bank, in addition to sums owed by Owner hereunder, such collection costs and legal expenses, including reasonable attorneys' fees, with or without suit, as are incurred by Bank in remedying Owner's breach of obligations under this Agreement.

7. **GENERAL** - Bank may inspect the Collateral wherever located at any reasonable time. Bank is authorized to date this instrument and fill in any blanks. All words used herein shall be construed to be of such gender and number as the circumstances require. This Agreement is governed by the laws of the State of Utah. Any provision hereof found to be invalid shall not invalidate the remainder. This Agreement and any other written agreements executed between Bank and Debtor and/or Owner constitute the entire agreement between the parties. This Agreement binds each Debtor and Owner, his respective heirs, personal representatives, successors and assigns, and inures to the benefit of Bank, its successors and assigns.

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION WHICH IS A PART OF THIS CONTRACT

THIS AGREEMENT INCLUDES ALL THE PROVISIONS ON THE REVERSE SIDE.

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 9-6-91

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

9 0 2 9 0 0 1 4 6 5

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

CERT. ISSUE DATE
18-1
AA SEP 05 '91
FOR FAA USE ONLY

UNITED STATES REGISTRATION NUMBER N 8451

AIRCRAFT MANUFACTURER & MODEL
BEECHCRAFT H-18

AIRCRAFT SERIAL No.
BA 653

TYPE OF REGISTRATION (Check one box)

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

NAME OF APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.)
HOWARD HARDING
BOX 1418
ROOSEVELT, UTAH 84066

TELEPHONE NUMBER: (801) 722 - 3604

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: Box 1418

Rural Route: P.O. Box:

CITY	STATE	ZIP CODE
ROOSEVELT	UTAH	84066

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

ATTENTION! Read the following statement before signing this application.

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

CERTIFICATION

I/WE CERTIFY:

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

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

CHECK ONE AS APPROPRIATE:

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

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

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

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

TYPE OR PRINT NAME BELOW SIGNATURE

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.

SIGNATURE	TITLE	DATE
Howard Harding	OWNER	8-15-91
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 (1-83) (0052-00-628-9005)

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 9-6-91

18

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
AUG 26 3 31 PM '91

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 9-6-91

FORM APPROVED:
OMB NO. 04-R0075

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE

0 0 0 1 1 6

A A 4 7 9 1 6

17-1

CONVEYANCE RECORDED

SEP 5 7 06 AM '91

Do Not Write In This Block
FOR FAA USE ONLY

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

UNITED STATES REGISTRATION NUMBER N 8451

AIRCRAFT MANUFACTURER & MODEL Beechcraft H-18

AIRCRAFT SERIAL No. 653

DOES THIS 15 DAY OF 08 1991 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.)

HOWARD HARDING
BOX 1416
ROOSEVELT, UTAH
84066

DEALER CERTIFICATE NUMBER

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

IN TESTIMONY WHEREOF I HAVE SET MY HAND AND SEAL THIS 15 DAY OF 08 1991

SELLER

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

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

REGSTR CD 5.00
1096 002 8/26/91

ORIGINAL: TO FAA

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

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 9-6-91

17

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
AUG 26 3 31 PM '91

CITY

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 11-20-90

16-1

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

0 0 0 0 0 0 0 0 3 4 2

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

CERT. ISSUE DATE

111690

FOR FAA USE ONLY

UNITED STATES REGISTRATION NUMBER N 8451

AIRCRAFT MANUFACTURER & MODEL: Beechcraft H-18

AIRCRAFT SERIAL No.: BA-653

TYPE OF REGISTRATION (Check one box)

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

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

Johnson, Patricia C.

TELEPHONE NUMBER: ( )

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: 129 Flamingo Road

Rural Route: P.O. Box:

CITY	STATE	ZIP CODE
Edgewater	Florida	32141

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

ATTENTION! Read the following statement before signing this application.

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

CERTIFICATION

I/WE CERTIFY:

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

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

CHECK ONE AS APPROPRIATE:

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

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

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

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

TYPE OR PRINT NAME BELOW SIGNATURE

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.

SIGNATURE	TITLE	DATE
Patricia C Johnson Patricia C Johnson	Owner	10-26-90
SIGNATURE	TITLE	DATE
SIGNATURE	TITLE	DATE

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

AC FORM 8050-1 (1-83) (0052-00-628-9005)

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 11-20-90

16

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
'90 OCT 29 AM 9 49
OKLAHOMA CITY
OKLAHOMA

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 11-20-90

15-1

FORM APPROVED: OMB NO. 04-R0276

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION

AIRCRAFT BILL OF SALE

1000 0 0 0 0 3 4 1
0 4 7 6 9 5

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 8451

AIRCRAFT MANUFACTURER & MODEL
Beechcraft H-18

AIRCRAFT SERIAL No.
BA-653

DOES THIS 26 DAY OF October 1990 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:

CONVEYANCE RECORDED
Nov 16 7 39 AM '90
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.)

Johnson, Patricia C.
129 Flamingo Road
Edgewater, FL 32141

DEALER CERTIFICATE NUMBER

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

IN TESTIMONY WHEREOF I HAVE SET my HAND AND SEAL THIS 26 DAY OF 10 19 90

SELLER

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
Royal Airways, Inc.	Charles B Nelson	President

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

REGSTR CD 5.00
6535 001 10/29/90

ORIGINAL: TO FAA

AC FORM 8050-2 (8-78) (0052-629-0002)

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY

'90 OCT 29 AM 9 49

OKLAHOMA CITY
OKLAHOMA

14-17

0 0 0 0 0 0 0 0 5 9 4 B 6 5 5 4 9

RECORDED

JAN 28 9 27 AM '86

FEDERAL AVIATION ADMINISTRATION

RELEASE

THIS RELEASE dated this 16TH day of December, 1985 from BANKERS TRUST COMPANY ("BANKERS"), an Iowa banking corporation, having its principal office at Des Moines, Iowa to SEDALIA-MARSHALL-BOONVILLE STAGE LINE, INC. ("SMB").

WHEREAS SMB had heretofore executed and delivered to BANKERS a Security Agreement, dated January 9, 1978, to secure the payment of any indebtedness incurred with BANKERS pursuant to its Revolving Credit Agreement with a security interest in the aircraft, aircraft engines, aircraft propellers, testing equipment and tooling equipment, as more particularly set forth on Schedules I thru VII, attached hereto as Exhibit A;

WHEREAS the Security Agreement has been duly recorded with the FAA on January 27, 1978, as Document No. J 68140;

WHEREAS SMB no longer has any outstanding indebtedness with BANKERS;

NOW THEREFORE, at the request of SMB, the undersigned hereby releases the below-described collateral from the lien imposed by the Security Agreement and further releases any right, title or interest it may have in or to the following described collateral:

All aircraft, engines, propellers, testing equipment and tooling equipment described on Schedules I thru VII, attached hereto as Exhibit A.

SEE RECORDED CONVEYANCE
NUMBER J68140
BOOK # 1 PAGE # 11-1

BANKERS TRUST COMPANY

By: Robert W. Dennan VP
Its VP

By: Merle J. Baumhover
Its VP

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

14-16

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

14-15

0 0 0 0 0 0 0 0 5 9 5

STATE OF IOWA)
) ss
COUNTY OF POLK)

On this 16 day of December, 1985, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert V. Brennan and Merle J. Baumhover to me personally known, who, being by me duly sworn, did say that they are the Vice President and Vice President, respectively, of said corporation executing the within and foregoing instrument, that (no seal has been procured by the said) (the seal affixed hereto is the seal of said) corporation; that said instrument was signed (and sealed) on behalf of said corporation by authority of its Board of Directors; and that the said Robert V. Brennan and Merle J. Baumhover as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

LOUISE P. McDONALD
4-18-87

Louise P. McDonald
Notary Public in and for said County and State

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

14-14

SCHEDULE I

TEXAS INTERNATIONAL AIRLINES, INC.
CV-600 Airframes
December 2, 1977

Aircraft

N94215
N94223
N94224
N94226
N94231
N94235
N94236
N94240
N94246
N94248
N94249
N94253
N94258
N94278
N94279

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

14-12

SCHEDULE II

TEXAS INTERNATIONAL AIRLINES, INC.
Rolls Royce Dart Engines
December 2, 1977

ENGINES - ROLLS ROYCE RDa-10 DART MK542-4

Serial Number
40037
40093
40106
40145
40011
40036
40053
40057
40059
40072
40077
40078
40086
40090
40100
40107
40122
40123
40125
40126
40129
40130
40131
40132
40133
40134
40135
40139
40142
40144
40146
40147
40150
40151

34

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

SCHEDULE III

TEXAS INTERNATIONAL AIRLINES, INC.
Dowty Rotol Propellers
December 2, 1977

PROPELLERS - DOWTY ROTOL R245/4-40-4-5/13

Serial Number

382-65
396-65
106-66
108-66
109-66
183-66
218-66
125-67
256-67
188-65
228-65
257-65
258-65
310-65
333-65
383-65
384-65
110-66
112-66
114-66
181-66
200-66
215-66
216-66
229-66
230-66
232-66
234-66
120-67
122-67
124-67
126-67
127-67
254-67
255-67

35

FAA AIRCRAFT REGISTRY
CAMERA NO. 1 DATE: 12-30-86

14-8

SCHEDULE IV

TEXAS INTERNATIONAL AIRLINES, INC.
Convair 600
December 2, 1977

Test Equipment - Miscellaneous

1 Box - Foster - RDa -10 Engine E.G.T. System Test

1 Test Box - Fuel Quantity (Decade Box)

1 Box - Water Methanol Test (Instrumentation)

1 Unit - Engine Fire Warning Test

1 Tester - Cabin Pressure System

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

14-6

SCHEDULE V

TEXAS INTERNATIONAL AIRLINES, INC.
Convair 600
December 2, 1977

Tooling - Miscellaneous

7	Wrench - Main/Nose Landing Gear Wheel
1	Hose - Engine Fuel Bleed
1	Protractor - Engine Governor Setting
5	Adaptor - Nose Jack Pad
2	Wrench - Main Gear Clutch
1	Stand - RDa -10 Engine Build Up
1	Sling - RDa -10 Engine Lifting
2	Wrench - Propeller Blade Turning
1	Jack - Wing (3 units per set)
1	Dolly - Propeller Shipping (2 per dolly)
1	Set - Engine Trim Gauge

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

14-4

SCHEDULE VI

TEXAS INTERNATIONAL AIRLINES, INC.
Convair 600
December 2, 1977

AUXILIARY POWER UNITS (MODEL 141)

Serial Numbers	Serial Numbers
36406	30907
30989	36405
30978	36407
30950	30933
36408	30988
30974	30983
30957	30969
30938	30992
30990	30984
30940	30943
30991	30952
30994	30932
30956	

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

14-2

SCHEDULE VII

AIRCRAFT OWNED BY SEDALIA-MARSHALL-BOONVILLE
STAGE LINE, INCORPORATED as of
January 9, 1978

Westwind 3	Model No. BA163	N 4288
Westwind 3	Model No. BA454	N 436A
Westwind 3	Model No. BA414	N 149R
Beechcraft E-18-S	Serial No. BA 253	N 166H
Beechcraft E-18	Serial No. BA 54	N 700W
Beechcraft P & W R-985	Serial No. BA 177	N 2070A
Beechcraft E-18 S	Serial No. BA 196	N 333EH
Beechcraft E-18 S	Serial No. BA 394	N 16U
Beechcraft E-18 S	Serial No. BA 443	N 326W
Twin Beechcraft E-18	Serial No. BA 445	N 6911
1959 Beechcraft	Serial No. BA 455	439A
Beechcraft G-18-S	Serial No. BA 468	N 697Q
Beechcraft G-18-S	Serial No. BA 475	N 319A
Twin Beech G-18-S	Serial No. BA 484	N 308C
Beechcraft Super G-18-S	Serial No. BA 577	N 9490Y
Twin Beech	Serial No. BA 604	N 8087
Twin Beech H-18	Serial No. BA 630	N 8217
Beech Aircraft H-18	Serial No. BA 653	N 8451
Twin Beechcraft H-18-S	Serial No. BA 654	N 347G
Beechcraft E-18-S	Serial No. BA 460	N 9001
Beech BE-18	Serial No. BA 559	N 961GP
Beech E 18 S	Serial No. BA 385	N 5653D
Beech E 18 S	Serial No. BA 43	N 711DN
Douglas DC-3C	Serial No. 19998	N 200TA
Douglas DC-3	Serial No. 12987	N 41447
Douglas DC-3-S1C3G	Serial No. 20079	N 62103
Douglas DC-3C-S1C3G	Serial No. 1995	N 403D
Douglas DC-3	Serial No. 43-49321	N 7CA
Douglas DC-3	Serial No. 13643	N 100DW
Convair 600-240D	Serial No. 10	N N94205
Beech	BA 581	N 215W
Beech	BA 165	N 225H
Beech	560	N 847B
Beech	198	N 5034T
Beech 99	U 103	N 7994R
Navaho	31-16	N 9011Y
DC3	P33219	N 9141
Westwind 3	AF 629	N 35136

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

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 10-26-82

FORM APPROVED OMB NO. 04-R0076

13-1

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

AIRCRAFT REGISTRATION APPLICATION

UNITED STATES REGISTRATION NUMBER N 8451 0 0 0 0 1

CERT. ISSUE DATE 2 7 9

AIRCRAFT MANUFACTURER & MODEL Beech H-18

AIRCRAFT SERIAL No. BA-653

G 102681
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.)

Royal Airways, Inc.

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: 201 Lester Street

Rural Route: P. O. Box:

CITY	STATE	ZIP CODE
Burleson	Texas	76028

☐ 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), 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
Charles B Nelson	President	09-02-81
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)

13

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 10-26-82

FORM APPROVED
OMB NO. 63-R0076

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

DO NOT WRITE IN THIS BLOCK
FOR FAA USE ONLY

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12-1

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OCT 26 9 48 AM '81
FEDERAL AVIATION ADMINISTRATION

CONVEYANCE FILED

AIRCRAFT BILL OF SALE

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

AIRCRAFT MAKE AND MODEL
Beech 18 N-8451

MANUFACTURER'S SERIAL NUMBER
BA 653

NATIONALITY & REGISTRATION MARKS
N-8451

DOES THIS 31st DAY OF August 19 81 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.)

Royal Airways, Inc.
201 Lester St.
Burleson, Tx 76028

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 31st DAY OF Aug 81

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)
Sedalia-Marshall-	Jon Kennedy	Jon Kennedy
Boonville Stage		Vice President
Line, Inc.		RPS
1060 E. N.W. Hwy.		
Grapevine, Tx 76051		

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

5.00 1
1976 255 1 09/09/81

ORIGINAL: TO FAA

AC FORM 8050-2 (4-71) (0052-629-0002)

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 10-26-82

11-1

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
CROSS-REFERENCE—RECORDATION

SEE CONVEYANCE NO. B 46439
FILING DATE: 9-10-81

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	1-9-78
FROM	DOCUMENT NO.
SEDALIA-MARSHALL-BOONVILLE STAGELINE INC	J 68140
TO OR ASSIGNED TO	DATE RECORDED
BANKERS TRUST COMPANY.	1-27-78

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

AIRCRAFT (List by registration number) — TOTAL NUMBER INVOLVED 53

N94215 ✓	N 4288	N 347G
N94223 ✓	N 436A	N 9001
N94224	N 149R	N 961GP
N94226	N 166H	N 5653D
N94231	N 700W	N 711DN
N94235		N 200TA
N94236	N 2070A	N 41447
N94240	N 333EH	N 62103
N94246	N 16U	N 403D
N94248	N 326W	N 7CA
N94249		N 100DW
N94253	N 6911	N N94205
N94258	439A	N 215W
N94278	N 697Q	N 225H
N94279	N 319A	N 847B
	N 308C	N 5034T
		N 7994R
	N 9490Y	N 9011Y
	N 8087	N 9141
		N 35136
	N 8217	
	N 8451	

ENGINES — TOTAL NUMBER INVOLVED 34

MAKE(S): ROLLS ROYCE RDA-10 DART MK542-4 — SERIAL NO. SEE REVERSE

PROPELLERS — TOTAL NUMBER INVOLVED 35

MAKE(S): DOWTY ROTAL R245/4-40-4-5/13 — SERIAL NO. See Reverse.

SPARE PARTS – LOCATIONS — TOTAL NUMBER INVOLVED

LOCATION

RECORDED CONVEYANCE FILED IN: N94215 CONVAIR 600(240) S/N 26

AC Form 8050-23 (11-73)

FAA AC 74-3985

ENGINES - ROLLS ROYCE RDa-10 DART MK542-4
Each engine listed below is in excess of 750 S.H.

Serial Number
40037
40093
40106
40145
40011
40036
40053
40057
40059
40072
40077
40078
40086
40090
40100
40107
40122
40123
40125
40126
40129
40130
40131
40132
40133
40134
40135
40139
40142
40144
40146
40147
40150
40151

34

PROPELLERS - DOWTY ROTOL R245/4-40-4-5/13

Serial Number
DRL 382/65
" 396/65
" 106/66
" 108/66
" 109/66
" 183/66
" 218/66
" 125/67
" 256/67
" 188/65
" 228/65
" 257/65
" 258/65
" 310/65
" 333/65
" 383/65
" 384/65
" 110/66
" 112/66
" 114/66
" 181/66
" 200/66
" 215/66
" 216/66
" 229/66
" 230/66
" 232/66
" 234/66
" 120/67
" 122/67
" 124/67
" 126/67
" 127/67
" 254/67
" 255/67

35

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 10-26-82

10-1

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
CROSS-REFERENCE—RECORDATION

SEE CONVEYANCE NO. 168074
FILING DATE: 1-26-78

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	1-16-75
FROM	**DOCUMENT NO.**
Sedalia Marshall-Boonville Stage Line Inc.	M116452
TO OR ASSIGNED TO	**DATE RECORDED**
Bankers Trust Co.	1-24-75

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

AIRCRAFT (List by registration number) — TOTAL NUMBER INVOLVED

N 16U
215W
220H
225H
380JH
308C
311D
319A
326W
347D
390V
697Q
700W
847B
961DP
2090a
N 3771B
50347
5601D
6464Y
6569Y
6911
7699N
8087
8217
8451
9001
9011Y
9210
93129
9590R
9412
9490Y

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: N 16U

AC Form 8050-23 (11-73)

FAA AC 74-3985

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 10-26-82

9-1

BUDGET BUREAU NO. 04-R0169; APPROVAL EXPIRES SEPTEMBER 30, 1972

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

FEDERAL AVIATION ADMINISTRATION
JUL 21 3 16 PM '72
CONVEYANCE RECORDED
P 8 3 5 8 3

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 Beech H-18	
FAA REGISTRATION NUMBER N8451	AIRCRAFT SERIAL NUMBER BA-653
ENGINE MAKE AND MODEL	ENGINE SERIAL NUMBER
PROPELLER MAKE	PROPELLER SERIAL NUMBER(S)
SPARE PARTS AND LOCATION	

Do Not Write In This Block
FOR FAA USE ONLY

MICROFILM CODE
2E KE

The conveyance dated February 26, 1968, was executed by Sedalia Marshall Boonville Stage Lines, Inc. to Bankers Trust Company and assigned to

This conveyance was recorded by the Federal Aviation Administration on March 5, 1968 and was assigned conveyance number G37451

I hereby certify and acknowledge that the above described collateral was released from the terms of the conveyance on June 13, 1972.

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).

BANKERS TRUST COMPANY
(Name of Security Holder)

SIGNATURE (In Ink) Chris J. Pappas

TITLE Vice President

ACKNOWLEDGEMENT (If Required By Applicable Local Law)

AC Form 8050-41 (12-67) Supersedes FAA Forms 506, 818, 1991, Parts 1 and 2.

FAA AC 67-8861 ©

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 10-26-82

9

MICRO

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AERONAUTICAL CENTER
P.O. BOX 25082
OKLAHOMA CITY, OKLAHOMA 73125

G MAR 5 1968

IN REPLY REFER TO:

Bankers Trust Company
Des Moines, Iowa 50304

NAME: Sedalia-Marshall-Boonville Stagelines, Inc.

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

This conveyance dated 2-26-68 was recorded on 3-5-68

as conveyance number 43451 pertaining to A/C, N8451-

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

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

There is no fee for the recording of a release.

Sincerely yours,

Lester G. Robinson

Lester G. Robinson
Chief, Aircraft Registration Branch
Flight Standards Technical Division

OKLAHOMA CITY, OKLA.

JUN 15 3 17 PM '72

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

AC Form 8050-4I (12-67) Supersedes FAA Forms 508, 818, 1991, Parts 1 and 2.

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 10-26-82

2A

CAVEAT: As to limitations upon the general use of this form, consider Code Sections 554.9104, 554.9103(4), 554.9103 and 322.3 sub-paragraph 6.

8-3

SECURITY AGREEMENT - GENERAL FORM

CONSUMER GOODS, EQUIPMENT, FIXTURES, FARM PRODUCTS OR INVENTORY GOODS
(UNIFORM COMMERCIAL CODE SECTION 554.9109 AND FOLLOWING)

SEE RECORD CONVEYANCE NUMBER 08352

February 26 19 68
(Date)

CONVEYANCE RECORDED
FEB 5 3 36 PM '68
FEDERAL AVIATION ADMINISTRATION

G 3 7 4 5 1

1. PARTIES—PROPERTY: The undersigned Debtor (jointly and severally) for value received hereby grants to the undersigned Secured Party or Lender, a security interest in the following described property:

Beechcraft H-18 Registration N 8451 Aircraft Serial BA-653

all products of, additions to and replacements thereof and all accessories, accessions, parts and equipment now or hereafter affixed thereto or used in connection therewith, and the proceeds of all property secured hereby as set out below.

2. IF FARM PRODUCTS, CROPS OR FIXTURES ARE COLLATERAL: If this instrument includes livestock, then as additional collateral, Debtor assigns, transfers and conveys to Secured Party a security interest in and to all increase and issue thereof and additions, replacements and substitutions therefor, and all feed, both hay and grain, owned by Debtor, all water privileges, and all equipment, used in feeding and handling said livestock and also all of Debtor's right, title and interest in all leases covering lands for pasture and grazing purposes. If crops, this agreement includes annual and perennial crops and products thereof growing or planted on the following described property; either before or after harvest and all additions and substitutions therefor; or if the property covered hereby is livestock, crops or fixtures, it is and will be **located on the following described property is** _____ **County, Iowa:**

A. **LANDOWNER:** If other than Debtor, the record owner of the land above described is _____

3. IF INVENTORY IS COLLATERAL: If this instrument includes inventory then Debtor hereby grants to Lender a security interest in all of his inventory now owned or hereafter acquired and all replacements, substitutions, and additions thereto, and a security interest in all of Debtor's merchandise, raw materials, work in process and finished products.

A. Upon execution of this agreement and upon request of Secured Party at any time while the indebtedness hereby secured remains unpaid, Debtor will furnish to Secured Party a signed statement, in form satisfactory to Secured Party, showing the current status of the inventory herein secured to include for any given period designated by Secured Party the opening inventory, inventory acquired, inventory sold and delivered, inventory sold and held for future delivery, inventory returned or repossessed, inventory used or consumed in Debtor's business, and closing inventory.

B. If at any given time the value of the collateral does not equal or exceed the total amount of indebtedness of Debtor to Secured Party, Debtor shall at once pay the excess of indebtedness to Secured Party or transfer additional collateral to Secured Party to meet Secured Party's satisfaction.

4. OBLIGATIONS SECURED—OPEN END: This security interest is given to secure the performance of the covenants and agreements herein set forth and for the payment of an indebtedness in the face amount of $ 54,000.00 **as evidenced by a promissory note(s)** or other instrument(s) executed by Debtor payable to the order of said Secured Party as therein provided, and with interest as therein set forth and for all costs and expenses incurred in the collection of same including a reasonable attorney's fee, and enforcement of Secured Party's rights thereunder; and for the payment of all extensions and renewals thereof and all changes in form of said indebtedness which may be from time to time effected by agreement between Secured Party and Debtor; and for all advances made by Secured Party for taxes, levies and repairs to or maintenance of said collateral or to protect or preserve the collateral against the claims of others and for all costs and expenses incurred in the collection of same and enforcement of Secured Party's rights hereunder; and all money heretofore and hereafter advanced by Secured Party at his option to or for the account of Debtor and all other present or future, direct or contingent liabilities of Debtor to Secured Party of any nature whatsoever and however arising or acquired; and for interest on any money expended by Secured Party for taxes, levies and repairs to or maintenance of said collateral for interest on any money expended for costs and expenses incurred in the collection of said note or instrument and the enforcement of Secured Party's rights hereunder. All sums payable hereunder shall be paid at the place stated in the promissory note or instrument, if any, and if none then at the location of the Secured Party as stated below, and if none, then at the place of residence of the Secured Party.

5. This instrument shall be void upon payment of all obligations secured hereby.

6. INFORMATIONAL (Check one or more).

- [ ] The address of the Debtor, below, is his residence.
- [X] Such address is the Debtors chief place of business.
- [ ] Such address is where the Collateral is kept.
- [ ] Debtor is a non-resident of Iowa.

7. USE OF PROPERTY: Debtor warrants, covenants and agrees that: The property is or is to be used by Debtor primarily (check 1, 2 or 3):

1. In business [X] Equipment [ ] Inventory
2. For personal, family or household purposes: [ ]
3. In farming operations: [ ] Farm Products [ ] Farm Equipment

8. PURPOSE: The security interest herein is given on this collateral [X] for a purchase money loan; [ ] otherwise.

9. THIS AGREEMENT SPECIFICALLY INCLUDES ALL OF THE ADDITIONAL PROVISIONS SET FORTH ON THE REVERSE SIDE HEREOF, THE SAME BEING INCORPORATED HEREIN BY REFERENCE. DEBTOR ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT FULLY COMPLETED.

Sedalia-Marshall-Boonville Stage Line, Inc. (Debtor)	Bankers Trust Company
* [signature] (Debtor)	By [signature] (Secured Party)
1700 East Court (Number and Street)	6th and Locust (Number and Street)
Des Moines (City)	Des Moines (City)
Polk (County) Iowa (State)	Polk (County) Iowa (State)

***Consider the desirability of joinder of spouse. Although Code Section 556.1 has been repealed by Section 554.10102, there remains Code Chapter 627 and the practicalities of determining title to any exempt property.**

KOCH BROTHERS, DES MOINES LF

SECURITY AGREEMENT—GENERAL FORM
This Printing: May 2, 1966

FILED 9606 00005.002A

SUCH ADDITIONAL PROVISIONS ARE AS FOLLOWS:

10. PROCEEDS: Proceeds of collateral are also covered by the lien of this instrument; however, such provision shall not be construed to mean that the Secured Party consents to any sale of such collateral, except inventory as described in Section 554.9109 Uniform Commercial Code of Iowa.

11. WARRANTY: If the collateral herein is for a loan, Debtor represents that he is owner of the above described property free and clear of all liens and encumbrances, unless specifically excepted herein, and will not sell, assign or transfer said property or any part thereof without the written consent of the Secured Party.

12. EXAMINATION AND INSPECTION: For right to inspect collateral, see paragraph 20, below: Inspection of Collateral. If the collateral hereunder is inventory or equipment used for business purposes, the Debtor will keep accurate books and records of the collateral and shall allow the Secured Party or representatives of the Secured Party to examine said books and records at any reasonable time.

13. INSURANCE AND TAXES: Debtor promises and agrees to keep said collateral insured from loss or destruction by fire, windstorm and such other perils as Secured Party requires, in an amount not less than the full insurable value of the collateral, or the amount secured hereby, whichever is lesser, with appropriate endorsement to secure both parties as their interest appears, and to pay any and all taxes or charges which may be assessed against same. In the event the Debtor shall fail to provide adequate insurance or to pay any taxes or charges assessed against said collateral, Secured Party may, without notice, at its option, but without any obligation or liability so to do, procure insurance, pay taxes or other said charges and add said sums to the balance of the debt herein secured. Debtor hereby appoints the Secured Party the agent and attorney for the Debtor in adjusting and cancelling such insurance and endorsing settlement drafts and hereby assigns to the Secured Party all sums including return premiums and dividends, as additional security, specifically agreeing that Secured Party may cancel any said insurance upon any default by Debtor and apply any refund to the balance then due. Insurance policies shall promptly be delivered to Secured Party.

14. CARE OF PROPERTY: Debtor shall take good care of this property; shall shelter it and keep it in good repair; shall keep it free from all other liens, encumbrances, charges and claims, whether contractual or imposed by operation of law; shall not make any material change in said property nor use nor permit the same to be used for any unlawful purpose whatsoever; shall not remove it from the Debtor's residence or place of business without Secured Party's consent; will promptly supply to Secured Party any new residence address and secure permission from him to change the location of the collateral; and shall give Secured Party immediate written notice of any loss of, or damage to, any of said property.

15. SUCCESSORS AND ASSIGNS: The rights and privileges of Secured Party under this agreement shall inure to the benefit of his successors and assigns. All covenants, representations, warranties and agreements of Debtor contained in this agreement are joint and several if Debtor is more than one and shall bind Debtor's personal representatives, heirs, successors and assigns.

16. ASSIGNMENTS AND DEFENSES: That Secured Party shall have the right to negotiate or assign the security interest evidenced by this agreement **and the note which it secures,** and understands that Secured Party may do so without any notice to Debtor. Debtor specifically agrees that if there is any assignment or transfer of the security agreement, debt instrument, or note, the assignee or transferee shall have all of the Secured Party's rights and remedies under this agreement and that Debtor will not assert as a defense, counter-claim, set-off, cross complaint or otherwise, any claim, known or unknown, which he now has or hereafter acquires against the original Secured Party herein in any action commenced by an assignee or transferee of this agreement and the note which it secures, and will pay the indebtedness to the assignee at his place of business as it becomes due.

17. NON-WAIVER, EXTENSIONS, ETC.: That any extension of time for payment of any installment hereunder, or the acceptance of only a part of such installment, or the failure of the Secured Party to enforce the strict performance of any covenant, promise or condition herein contained on the part of the Debtor to be performed, shall not operate as a waiver of the right of the Secured Party thereafter to require that the terms hereof be strictly performed according to the tenor hereof. No party to this agreement shall be discharged from liability to the Secured Party by reason of the Secured Party's extending the time for payment of an installment or installments owing or due upon said loan, or by reason of the Secured Party's waiver or modification of any terms of the note or instrument evidencing such loan, or of any terms of this agreement.

18. LAW APPLICABLE: This agreement shall be deemed to have been made in the State of Iowa and shall be construed according to the laws of said State. If any provision of this agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, but this agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

19. ACCELERATION OF OBLIGATIONS AND DEFAULT: Upon the occurrence of any of the following events, the Secured Party may at his option, orally or in writing, declare the whole unpaid balance of any obligation secured by this agreement, immediately due and payable and if not so paid, then may declare Debtor to be in default under this agreement; said events being as follows:

(a) Debtor fails to make payments to the Secured Party as agreed. (b) Debtor fails to perform the other obligations agreed to be by him performed in any paragraph of this agreement. (c) Debtor or agent has made or furnished a false statement, representation or warranty in a material respect. (d) Debtor fails in his business; or if there occurs the dissolution or termination of its existence; or if there is commenced any proceeding under any bankruptcy or insolvency, laws by or against the Debtor or by any guarantor or surety hereon for the Debtor; or if the Debtor shall make any assignment for the benefit of creditors. (e) Occurrence of loss, theft, damage or destruction of the collateral not covered by adequate insurance containing a loss payable clause for the protection of Secured Party.

20. REMEDIES: Upon default as in paragraph 19 above, Secured Party shall have all the rights and remedies of a Secured Party under the Uniform Commercial Code of Iowa (among others see Code Sections 554.9501-554.9507 inclusive) and under any other applicable laws. Debtor will, at Secured Party's request, assemble the collateral and make it available to the Secured Party at such place as is designated by the Secured Party, which shall be reasonably convenient. Debtor agrees that any regular business place in the county where this transaction takes place, as designated by the Secured Party shall be deemed reasonably convenient to both parties. Any requirements of reasonable notice by either party to the other or to the guarantors or sureties of Debtor shall be met if such notice is mailed, postage prepaid to the address of the parties shown on the first page of this agreement [or to such other mailing address as either party in writing later furnishes to the other] at least seven days before the time of the event or contemplated action set forth in said notice. Debtor agrees to pay all expenses of retaking, holding, preparing for sale, selling and reasonable attorney's fees and legal expense as may be allowable by law and incurred by Secured Party in enforcing his rights under this Security Agreement. INSPECTION OF COLLATERAL. Debtor hereby authorizes the Secured Party, agents or assigns to enter upon the premises of the Debtor at any reasonable time, and whether or not in default, to inspect the collateral; and if in default to possess, or attempt to possess said personal property and to assert or attempt to assert the rights of the Secured Party under any of the terms and provisions of this agreement. Debtor waives all rights and claims for trespass or conversion and damages in any manner thereby caused by Secured Party, his agents or assigns. All exemptions in and to any of the collateral are hereby waived. *INSECURITY. If and when, and so long as the Secured Party believes himself insecure, and even though Debtor is not then in default, the Secured Party, at his option, and without liability for trespass, conversion, and damages may repossess and keep possession of any or all of said collateral as provided herein; but without acceleration of maturity, unless and until the Debtor is in default. [Compare Sec. 554.9505 paragraph (1)] RIGHTS AND REMEDIES CUMULATIVE. The rights and remedies herein conferred upon the Secured Party shall be cumulative and not alternative and shall be in addition to and not in substitution of or in derogation of rights and remedies conferred by the Uniform Commercial Code of Iowa, and other applicable law.

21. CONSTRUCTION: Words and phrases herein, including acknowledgment hereof, if any, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. The paragraph headings of this agreement are for convenience only and shall not limit the terms of this agreement.

OPTIONAL

STATE OF IOWA, _____ County, ss:

On this _____ day of _____ 19____, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared _____

_____

to me known to be the identical persons named in and who executed the within and foregoing Security Agreement, and acknowledged that they executed the same as their voluntary act and deed.

_____
Notary Public in and for said County

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned does hereby sell, assign, and transfer to

_____

this agreement and the debt instruments secured hereby with _____ recourse. The undersigned warrants that Debtor had the legal capacity and authority to execute the agreement and notes hereunder; that there has been no default and the security is free and clear of all claims, liens and encumbrances of any nature (except taxes not delinquent). The undersigned waives all demands for payment, notices of default and repossession of the security and agrees that assignee may grant extensions of time or renewals of notes hereunder without notice to the undersigned and without the consent of the undersigned. Upon default of the Debtor or breach of any provision of the Security Agreement or warranty given above, the undersigned agrees to repurchase this agreement from the assignee, for the amount of the unpaid indebtedness and advances, plus accrued interest and interest due and unpaid and all costs and expenses.

Dated this _____ day of _____ 19____

By _____
Secured Party

***Compare Code Section 554.1208.**

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 10-26-82

8-1

PAYMENT SCHEDULE

	Amount	Date Due
1	$1,125.00 plus interest	
2	on the 10th of each	
3	month, commencing	
4	April 10th and on the	
5	10th of each and every	
6	month thereafter	
7	until paid in	19
8	full	19
9	$	19
10	$	19
11	$	19
12	$	19
13	$	19
14	$	19
15	$	19
16	$	19

$54,000.00 Des Moines, Iowa Feb 26 1968

FOR VALUE RECEIVED, the undersigned, jointly and severally promise(s) to pay to the order of

BANKERS TRUST COMPANY

the sum of Fifty Four Thousand and 00/100 DOLLARS, payable in installments in the amounts and upon the dates shown in the "Payment Schedule" on the margin hereof, together with interest from date at 6 3/4% per annum on the balance remaining from time to time unpaid on each payment date. Principal and interest shall be payable at the office of BANKERS TRUST COMPANY, Des Moines, Iowa.

If default be made in the payment of any installment of principal or interest as herein provided, then the entire principal sum and accrued interest thereon shall, at the option of the holder of this note, without notice, become due and payable, and the aggregate of such unpaid principal and interest shall thereafter bear interest at the rate of seven per cent per annum until paid. Failure to exercise this option shall not constitute a waiver of the right to declare the entire principal amount of this note and interest thereon, due and payable at once, in the event of any subsequent default. If suit is commenced for the collection of this note, the undersigned agree(s) to pay statutory attorney's fees and costs of collection.

Presentment, demand, protest and notice of protest are hereby waived by all persons who shall be signatory hereto, either as makers, endorsers or sureties.

P. O. ADDRESS

Moore Court Apt DM

Sec 8-3-72 Date 4-10-72

Sabetha Marshall Booneville

Stage Line, Inc

by: [signature] Sec

B.T.C. 1111

8

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 10-26-82

MAR 5 1968 7-1

FORM APPROVED: BUDGET BUREAU NO. 04-R076.1

FEDERAL AVIATION AGENCY Rec'd 079070

APPLICATION FOR AIRCRAFT REGISTRATION

Rec C DEC 17 1980

TYPE OF REGISTRATION (Check one box)

☐ 1. Individual ☐ 2. Partnership ☒ 3. Corporation ☐ 4. Co-Owner ☐ 5. Government

NATIONALITY AND REGISTRATION MARKS	AIRCRAFT MAKE AND MODEL	AIRCRAFT SERIAL No.
N 8451	Beechcraft H-18	BA-653

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

Sedalia-Marshall-Boonville Stage Line, Inc.

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

1700 East Court 1060 E N W Highway 5805 Fleur Dr

CITY	COUNTY	STATE	ZIP CODE
Grapevine Des Moines		TX Iowa	50314 76051

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), is/are citizen(s) of the United States as defined in Sec. 101(13) of the Federal Aviation Act 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 Agency.

NOTE: If executed for co-ownership all applicants must sign.

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.

SIGNATURE	TITLE	DATE
Arnold Hitchcock Jr	Sec	2/23/68

NOTE: *Pending receipt of the Certificate of Aircraft Registration, the aircraft may be operated for a period not in excess of 30 days, during which time the PINK copy of this application must be carried in the aircraft.*

FAA Form 8050-1 (3-66) SUPERSEDES FAA FORM 500-2 0052-628-9000

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FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 10-26-82

6-1

AIRCRAFT BILL OF SALE

Do not write in this block - for FAA use only.

MICROFILM CODE

JC

CONVEYANCE RECORDED
MAR 5 3 36 PM '68
FEDERAL AVIATION ADMINISTRATION

G 3 7 4 5 0

For and in consideration of $ One Dollar the undersigned owner(s) of the full legal and beneficial title of the aircraft described as follows:

AIRCRAFT MAKE AND MODEL: Beechcraft H-18

MANUFACTURER'S SERIAL NUMBER: BA-653

NATIONALITY AND REGISTRATION MARKS: N8451

does this 22nd day of February 19 68, 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)

Sedalia-Marshall-Boonville Stage Line, Inc.
1700 East Court
Des Moines, Iowa

and 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	DATED

IN FAVOR OF

In testimony whereof have set hand and seal this day of 19

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.)
LEASE AIR, INC.	Forest Beckett	President

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

GPO 824-397

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 10-26-82

FORM FAA-500 (PART B) (6-59) 5 NOV 6 1963 Form Approved Budget Bureau No. 52-R076 DEC 29 1987

FEDERAL AVIATION AGENCY

APPLICATION FOR REGISTRATION

1A5-1

NAME AND ADDRESS OF APPLICANT (Same as that shown on Part (2) of this form)

LEASE AIR, INC.
MUNICIPAL AIRPORT
YOUNGSTOWN, OHIO

445 01

REGISTRATION MARKS: N-84D

AIRCRAFT MAKE AND MODEL: BEECHCRAFT H18 SUPER 18

SERIAL NO.: BA-653

CHECK WHETHER OWNERSHIP IS:

☒ CORPORATION ☐ PARTNERSHIP ☐ CO-OWNERSHIP ☐ INDIVIDUAL OWNER

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, Oklahoma City, Oklahoma.

SIGNATURE OF APPLICANT (IN INK) [illegible] (If executed for co-ownership, all must sign)

11-1-63
DATE OF APPLICATION

TITLE: PRESIDENT

If all the above statements are true and made in good faith, the aircraft described above may be operated, pending registration or notification from the Federal Aviation Agency, provided airworthiness requirements of applicable Civil Air Regulations are complied with.

FORWARD THIS COPY TO OKLAHOMA CITY, OKLAHOMA — Retain Duplicate Copy

399 223

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 10-26-82

5

MICRO

AIRCRAFT AND AIRMEN
RECORDS BRANCH
FAA

NOV 4 1 37 PM '83

OKLAHOMA CITY, OKLA.

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 10-26-82

Sign and return this Copy 1F

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION—FEDERAL AVIATION ADMINISTRATION

ASSIGNMENT OF SPECIAL REGISTRATION MARKS

This is your authority to affix the special registration mark assigned to the aircraft described below.

SPECIAL REGISTRATION MARK ASSIGNED: 4-1

N 8451

AIRCRAFT MAKE AND MODEL	AIRCRAFT SERIAL NO.	PRESENT REG. MARK
Beech H-18	BA-653	N 84 D

ISSUED TO

Lease Air, Inc
Municipal Airport
Youngstown, Ohil 44501

Carry duplicate of this assignment in the aircraft together with old registration certificate, as interim authority to operate the aircraft pending receipt of revised certificate of registration and airworthiness.

This assignment, properly executed, must be returned to the FAA Aircraft Registry, P.O. Box 25082, Oklahoma City, Oklahoma 73125, within 5 days following placing of the assigned special registration mark on the aircraft described above.

VALIDATED BY FAA AIRCRAFT REGISTRY ONLY OKLA. CITY, OKLA. WHEN STAMPED

CERTIFICATION: I hereby certify that the special registration mark assigned by this notice was placed on the aircraft described above.

DATE PLACED ON AIRCRAFT	SIGNATURE AND TITLE OF REGISTERED OWNER
12-12-67	Forest Baker Pres

FAA Form 3475 (1-67) 41-11-21-67 ☆ U.S. GOVERNMENT PRINTING OFFICE : 1967—O-243-807 (8050)

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 10-26-82

4

CONVEYANCE FILE
FAA AIRCRAFT REGIS
DEC 19 3 21 PM '8
OKLAHOMA CITY, OKLA

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 10-26-82

FORM FAA-500 (PART C) (6-59)

FEDERAL AVIATION AGENCY

BILL OF SALE

A 224188

3-1

For and in consideration of $ ONE DOLLAR the undersigned owner of the full legal and beneficial title of the aircraft described as follows:

AIRCRAFT MAKE AND MODEL	
BEECHCRAFT H18 SUPER 18	
SERIAL NO.	REGISTRATION MARKS
BA-653	N-84D

DOC. RECORDED
NOV 6 9 22 AM '63
FEDERAL AVIATION AGENCY

does this 1ST day of NOVEMBER 19 63 hereby sell, grant, transfer, and deliver all of his right, title and interest in and to such aircraft unto:

(Name and address of purchaser—same as in Parts A and B of this form)

LEASE AIR, INC.
MUNICIPAL AIRPORT
YOUNGSTOWN, OHIO

and 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		
IN FAVOR OF		

In testimony whereof I have set MY hand and seal this 1ST day of NOVEMBER 19 63

NAME OF SELLER YOUNGSTOWN AIRWAYS, INC.

BY (SIGN IN INK) [signature]
(If executed for co-ownership, all must sign)

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

ACKNOWLEDGMENT

State of OHIO
County of TRUMBULL

SEAL

On this 1ST day of NOVEMBER 19 63 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) MARGARET PETERS, Notary Public
My Commission Expires Jan. 3, 1967
MY COMMISSION EXPIRES

[signature] NOTARY PUBLIC

CK 0001004

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399 223 NOV 5 1963

3

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 10-26-82

FORM FAA-500 (PART B) (6-59) 5 OCT 22 1963 Form Approved Budget Bureau No. 04-R076.

FEDERAL AVIATION AGENCY

APPLICATION FOR REGISTRATION

2-1

NAME AND ADDRESS OF APPLICANT (Same as that shown on Part A of this form)

YOUNGSTOWN AIRWAYS, INC.
MUNICIPAL AIRPORT
YOUNGSTOWN, OHIO

REGISTRATION MARKS: N 81D

AIRCRAFT MAKE AND MODEL: BEECHCRAFT H-18

SERIAL NO.: BA 653

CHECK WHETHER OWNERSHIP IS

☒ CORPORATION ☐ PARTNERSHIP ☐ CO-OWNERSHIP ☐ INDIVIDUAL OWNER

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, Oklahoma City, Oklahoma.

SIGNATURE OF APPLICANT (IN INK) [signature]
(If executed for co-ownership, all must sign)

OCTOBER 11, 1963 TITLE PRESIDENT
DATE OF APPLICATION

If the above statements are true and made in good faith, the aircraft described above may be operated, pending registration or notification from the Federal Aviation Agency, provided airworthiness requirements of applicable Civil Air Regulations are complied with.

FORWARD THIS COPY TO OKLAHOMA CITY, OKLAHOMA — Retain Duplicate Copy. 362 158

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 10-26-82

2

MICRO

AIRCRAFT AND AIRMEN
RECORDS BRANCH
FAA
OCT 15 10 40 AM '63
OKLAHOMA CITY, OKLA

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 10-26-82

FORM FAA-500 (PART C) (6-59)

FEDERAL AVIATION AGENCY

BILL OF SALE

A 223731

For and in consideration of $ One Dollar the undersigned owner of the full legal and beneficial title of the aircraft described as follows:

DOC. RECORDED
OCT 22 1 41 PM '63
FEDERAL AVIATION AGENCY

AIRCRAFT MAKE AND MODEL	
BEECHCRAFT H18 Super 18	
SERIAL NO. BA-653	REGISTRATION MARKS N 84D

does this 14th day of October 19 63 hereby sell, grant, transfer, and deliver all of his right, title, and interest in and to such aircraft unto:

(Name and address of purchaser—same as on Parts A and B of this form)

Youngstown Airways, Inc.
Municipal Airport
Youngstown, Ohio

and 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		
IN FAVOR OF		

In testimony whereof I have set my hand and seal this 14th day of October 19 63

SEAL

NAME OF SELLER BEECH AIRCRAFT CORPORATION

BY (SIGN IN INK) [signature]
(If executed for co-ownership, all must sign)

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

ACKNOWLEDGMENT

State of Kansas
County of Sedgwick

On this 14th day of October 1963 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 May 10, 1964

[signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES

FORWARD THIS COPY TO OKLAHOMA CITY, OKLAHOMA — Retain Duplicate Copy

362 158

OCT 15 2959 CK 00094.00 A

FAA AIRCRAFT REGISTRY
CAMERA NO. 5N DATE: 10-26-82