

Accepted LA May/31/2016

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

UNITED STATES
REGISTRATION NUMBER **N 13 BF**

AIRCRAFT MANUFACTURER & MODEL
Aviat Husky A-1C-180

AIRCRAFT SERIAL No.
3021

CERT: ISSUE DATE

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.)

R. E. Gounor Schiefelbein LLC
~~**RE Schiefelbein**~~

TELEPHONE NUMBER: **(956) 279-1987**

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

P.O. Box 124, Rio Grande City, Texas 78582
Number and street: **1496 Loma Blanca Rd. Roma Texas 78584**

Rural Route: **1496 Loma Blanca Road Roma 78584** P.O. Box: **124**

CITY Rio Grande City	STATE TEXAS	ZIP CODE 78582
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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: **Rudolf Edward Schiefelbein**), 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 Rudolf E Schiefelbein	TITLE Member	DATE 3-3-2016
	SIGNATURE Rudolph E Schiefelbein	TITLE Owner	DATE 3-3-2016
	SIGNATURE Rudolf E Schiefelbein	TITLE 160671523162 \$5.00 03/07/2016	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.

FILED WITH FAA
AIRCRAFT REGISTRATION BR


2016 APR 12 PM 3 18

OKLAHOMA CITY
OKLAHOMA

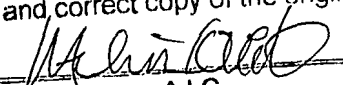
FILED WITH FAA
AIRCRAFT REGISTRATION BR

2016 MAR 7 PM 3 10

OKLAHOMA CITY
OKLAHOMA

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 N13BF			
AIRCRAFT MANUFACTURER & MODEL Aviat Aircraft Inc A-1C-150			
AIRCRAFT SERIAL NUMBER 3021			
DOES THIS 29th DAY OF February 20 14 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE AND INTERSTS IN AND TO SUCH AIRCRAFT UNTO:		Do Not Write In This Box FOR FAA USE ONLY	
PURCHASER	NAME AND ADDRESS (IF INDIVIDUAL(S) GIVE LAST NAME, FIRST NAME AND MIDDLE INITIAL P.E. Gouvor Schiefelbein LLC Po Box 124 P.O Grande City, TX 78552		
	DEALER CERTIFICATE NUMBER		
AND TO ITS SUCCESSORS EXECUTORS, ADMINISTRATORS, AND ASSIGNS TO HAVE AND TO HOLD SINGULARY THE SAID AIRCRAFT FOREVER, AND WARRANTS THE TITLE THEREOF.			
IN TESTIMONY WHERE OF I HAVE SET My HAND AND SEAL THIS 29th DAY OF February 20 14			
SELLER	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
	Cohen Aviation Leasing LLC	x 	Manager
ACKNOWLEDGMENT (NOT REQUIRED FOR PUPOSES OF THE FAA RECORDING; HOWEVER, MAY BE REQUIRED BY LOCAL LAW FOR VALIDITY OF THE INSTRUMENT.)			
ORIGINAL: TO FAA			
AC FORM 8050-2			

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


AIC



A

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2016 FEB 29 PM 10 13
OKLAHOMA CITY
OKLAHOMA

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2016 APR 12 PM 3 18
OKLAHOMA CITY
OKLAHOMA

Orig doc id 3407 ret'd to AIC

LETTER OF EXTENSION
(For Authority to Operate an Aircraft Pending Registration)

The authority to operate Aircraft N13BF, AVIAT AIRCRAFT INC A-1C-180, S/N 3021 is extended for 90 days from the date stamped below, or until the Certificate of Aircraft Registration (AC Form 8050-3) is issued, whichever date occurs first.

LC	DATE Apr 06, 2016
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This Letter of Extension must be carried in the aircraft with the pink copy of the aircraft registration application as temporary authority to continue to operate the aircraft without registration within the United States. This is not an authorization to operate the aircraft without an appropriate Airworthiness Certificate (FAA Form 8100-2 or 8130-7), or its equivalent.



U.S. Department
of Transportation
**Federal Aviation
Administration**

A handwritten signature in cursive script that reads "Landon Chandler".

LANDON CHANDLER
Civil Aviation Registry
P.O. Box 25504
Oklahoma City, Oklahoma 73125-0504

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

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION AIRCRAFT REGISTRATION RENEWAL APPLICATION		<i>FAILURE TO RENEW REGISTRATION WILL RESULT IN CANCELLATION OF REGISTRATION AND REGISTRATION NUMBER ASSIGNMENT (See 14 C.F.R. §§ 47.15(i), 47.40 and 47.41)</i>	
AIRCRAFT REGISTRATION NUMBER N 13BF		SERIAL NUMBER 3021	
MANUFACTURER AVIAT AIRCRAFT INC		MODEL A-1C-180	
DATE OF ISSUANCE 02/16/2012	DATE OF EXPIRATION 02/28/2018	TYPE OF REGISTRATION CORPORATION	
ENTER REGISTERED OWNER(S) & ADDRESS FROM FAA FILE		HELPFUL INFORMATION	
(Owner 1) <u>COHEN AVIATION LEASING LLC</u> (Owner 2) _____ Note: Enter any additional owner names on page two. (Address) <u>49 WHITE PINE CANYON RD</u> (Address) _____ City <u>PARK CITY</u> State <u>UT</u> Zip <u>84060-6508</u> Country <u>UNITED STATES</u> Physical Address: Required when mailing address is a P.O. Box or mail drop. (Address) _____ (Address) _____ City _____ State _____ Zip _____ Country _____		Review Aircraft Registration File Information for this aircraft at: http://registry.faa.gov/aircraftinquiry . Assistance may be obtained at our web page: http://registry.faa.gov/renewregistration , by e-mail at: faa.aircraft.registry@faa.gov , or by telephone at: (866) 762 - 9434 (toll free), or (405) 954 - 3116 When mailing fees , please use a check or money order made payable to the Federal Aviation Administration. Signature and Title Requirements for Common Registration Types: - Individual owner must sign, title would be "owner". - Partnership general partner signs showing "general partner" as title. - Corporation corporate officer or manager signs, showing full title. - Limited Liability Co authorized member, manager, or officer identified in the LLC organization document signs, showing full title. - Co-owner each co-owner must sign; showing "co-owner" as title. - Government authorized person must sign and show their full title. Note: All signatures must be in ink, or other permanent media. To correct entries: Draw a single line through error. Make correct entry in remaining space, or complete the form on-line. An application form will be rejected if any entry is covered by correction tape or similarly obscured.	
<input checked="" type="checkbox"/> I (WE) CERTIFY, THE NAME(S) AND ADDRESSES FROM THE FAA FILES FOR THE OWNER(S) OF THIS AIRCRAFT ARE CORRECT, OWNERSHIP MEETS CITIZENSHIP REQUIREMENTS OF 14 CFR §47.3, AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY. <input type="checkbox"/> UPDATE THE MAILING / PHYSICAL ADDRESS AS SHOWN BELOW. I (WE) CERTIFY THE: NAME(S) SHOWN ABOVE FOR THE OWNER(S) OF THIS AIRCRAFT IS CORRECT, OWNERSHIP MEETS THE CITIZENSHIP REQUIREMENTS OF 14 CFR §47.3, AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY.		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 <input type="checkbox"/> CANCELLATION OF REGISTRATION IS REQUESTED. <input type="checkbox"/> THE AIRCRAFT WAS SOLD TO: (Show purchaser's name and address.) _____ _____ _____ <input type="checkbox"/> THE AIRCRAFT IS DESTROYED OR SCRAPPED. <input type="checkbox"/> THE AIRCRAFT WAS EXPORTED TO: _____ <input type="checkbox"/> OTHER, Specify _____ <input type="checkbox"/> PLEASE RESERVE N-NUMBER IN THE OWNER'S NAME AND ADDRESS. The \$10 reservation fee is enclosed.	
NEW MAILING ADDRESS _____ _____ _____			
NEW PHYSICAL ADDRESS: complete if physical address has changed, or the new mailing address is a PO Box or Mail Drop. _____ _____ _____			
SIGNATURE OF OWNER 1 (required field) Electronically Certified by Registered Owners	PRINTED NAME OF SIGNER (required field)	TITLE (required field)	DATE 9/17/2014
SIGNATURE OF OWNER 2	PRINTED NAME OF SIGNER	TITLE	DATE

Use page 2 for additional signatures.

Fee paid: \$5 (201409171841411492NB)

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

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION-MIKE MONRONEY AERONAUTICAL CENTER AIRCRAFT REGISTRATION APPLICATION	
UNITED STATES REGISTRATION NUMBER	N 13BF
AIRCRAFT MANUFACTURER & MODEL Aviat Aircraft Inc A-1C-180	
AIRCRAFT SERIAL No.	3021

CERT. ISSUE DATE

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.)

Cohen Aviation Leasing, LLC

TELEPHONE NUMBER: ()

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

Number and street: **49 White Pine Canyon Road**

Rural Route:	P.O. Box:
CITY Park City	STATE UT
	ZIP CODE 84060

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).

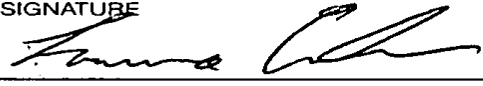
CERTIFICATION

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 _____

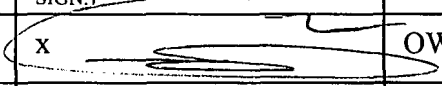
(2) That the aircraft is not registered under the laws of any foreign country; and
 (3) That legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.

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

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.	SIGNATURE 	TITLE Manager	DATE 2-8-12
	SIGNATURE Larry Cohen	TITLE 120401304389 \$5.00 02/09/2012	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.

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2012 FEB 9 PM 12 29
OKLAHOMA CITY
OKLAHOMA

UNITED STATES OF AMERICA U. S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION AIRCRAFT BILL OF SALE			
FOR AND IN CONSIDERATION OF \$ <u>10,000.00</u> THE UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:			
UNITED STATES REGISTRATION NUMBER N13BF			
AIRCRAFT MANUFACTURER & MODEL Aviat Aircraft Inc A-1C-180			
AIRCRAFT SERIAL NUMBER 3021			
DOES THIS <u>25th</u> DAY OF <u>January</u> 20 <u>12</u> HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE AND INTERSTS IN AND TO SUCH AIRCRAFT UNTO:			Do Not Write In This Box FOR FAA USE ONLY
PURCHASER	NAME AND ADDRESS (IF INDIVIDUAL(S) GIVE LAST NAME, FIRST NAME AND MIDDLE INITIAL) COHEN AVIATION LEASING LLC 49 WHITE PINE CANYON ROAD PARK CITY, UT 84060		
	DEALER CERTIFICATE NUMBER		
AND TO THEIR SUCCESSORS, EXECUTORS, ADMINISTRATORS, AND ASSIGNS TO HAVE AND TO HOLD SINGULARY THE SAID AIRCRAFT FOREVER, AND WARRANTS THE TITLE THEREOF.			
IN TESTIMONY WHEREOF I HAVE SET MY HAND AND SEAL THIS <u>25th</u> DAY OF <u>January</u> 20 <u>12</u>			
SELLER	NAME (S) OF SELLER <small>(TYPED OR PRINTED)</small>	SIGNATURE (S) <small>(IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)</small>	TITLE <small>(TYPED OR PRINTED)</small>
	Jacob B Drewes	X 	OWNER
ACKNOWLEDGMENT (NOT REQUIRED FOR PUPOSES OF THE FAA RECORDING; HOWEVER, MAY BE RQUIRED BY LOCAL LAW FOR VALIDITY OF THE INSTRUMENT.) ORIGINAL: TO FAA <small>AC FORM 8050-2</small>			

I hereby certify that this is a true
 and correct copy of the original
V. Brand
 AIC



FILED WITH FAA
PILOT REGISTRATION BR
2012 JUN 25 PM 3 17
OKLAHOMA CITY
OKLAHOMA

orig #5297 retd to AIC

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
DREWES JACOB B

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE

SALEM FIVE CENTS SAVINGS BANK
210 ESSEX ST
SALEM MA 01970
|||||

NAME OF SECURED PARTY'S ASSIGNOR (if assigned)

Do Not Write In This Block
FOR FAA USE ONLY

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:
N13BF 3021 AVIAT AIRCRAFT INC A-1C-180
N
N
N

THE SECURITY CONVEYANCE DATED MAY 28, 2010 COVERING THE ABOVE COLLATERAL WAS RECORDED BY
THE CIVIL AVIATION REGISTRY ON Jun 22, 2010 AS CONVEYANCE NUMBER AB001893

Autumn Buchholz
AUTUMN BUCHHOLZ, LEGAL INSTRUMENTS EXAMINER

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

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

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

DATE OF RELEASE: 1-25-2012
Salem Five Cents Savings Bank
(Name of security holder)
SIGNATURE (In Ink) *Det. Picard*
TITLE: SUPERVISOR

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

ACKNOWLEDGMENT (If Required By Applicable Local Law):
AC Form 8050-41 (4/04)

I hereby certify that this is a true and correct copy of the original
V. Brand
AIC



FILED WITH FAA
AIRCRAFT REGISTRATION BR
2012 JUN 25 PM 3 43
OKLAHOMA CITY
OKLAHOMA

see recorded conv AB001893 doc id 6690 pgl
orig #5154 retd to AIC

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

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

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

AIRCRAFT REGISTRATION NUMBER N 13BF		SERIAL NUMBER 3021	
MANUFACTURER Aviat Aircraft INC		MODEL A-1C-180	
DATE OF ISSUANCE		DATE OF EXPIRATION December 31, 2011	TYPE OF REGISTRATION

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

(Owner 1) Drewes, Jacob B

(Owner 2) _____

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

(Address) 1202 Bayside Cir

(Address) _____

City Oxnard State Ca Zip 93035

Country _____

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

(Address) _____

(Address) _____

City _____ State _____ Zip _____

Country _____

INFORMATION FOR COMPLETION

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

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

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

Signature Requirements for Listed Registration Types:

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

Note: All signatures must be in ink.

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

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

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

MAILING ADDRESS 1202 Bayside Cir, Oxnard Ca 93035

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

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

CANCELLATION OF REGISTRATION IS REQUESTED FOR THE REASON MARKED BELOW,

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

2. THE AIRCRAFT IS DESTROYED OR SCRAPPED.

3. THE AIRCRAFT WAS EXPORTED TO:

4. OTHER, Specify _____


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

113181455194
\$5.00 11/14/2011

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2011 NOV 14 PM 2 58
OKLAHOMA CITY
OKLAHOMA

_____ 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 Drewes, Jacob B		DATE: 11-9-11
SIGNATURE 	PRINTED NAME OF SIGNER Drewes, Jacob B	TITLE: Dr.
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:
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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:
NAME OF OWNER		DATE:
SIGNATURE	PRINTED NAME OF SIGNER	TITLE:
NAME OF OWNER		DATE:

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AIRCRAFT REGISTRATION BR
2011 NOV 14 PM 2 58
OKLAHOMA CITY
OKLAHOMA

AIRCRAFT SECURITY AGREEMENT

THIS AIRCRAFT SECURITY AGREEMENT ("Agreement") dated May 28, 2010 is made between the "Borrower" and "Lender", and relates to a security interest granted in certain "Collateral" (as defined below) that includes the "Aircraft", all as indicated below:

NAME & ADDRESS OF BORROWER: Jacob B. Drewes 651 Marbella Ct. Oxnard, CA 93035	
NAME & ADDRESS OF SECURED PARTY/LENDER: Salem Five Cents Savings Bank 210 Essex St Salem, MA 01970	101531258266 ABOVE SPACE \$5.00 06/02/2010 FOR FAA USE ONLY

Year Mfg	Aircraft Manufacturer	Model Number	Serial Number	FAA Reg Number
2008	Aviat Aircraft Inc.	A-1C-180	3021	N13BF
Engine Make	Model Number(s)	Serial Number(s)	550+ Hp? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Home Airport: KOXR
Propeller Make	Model Number(s)	Serial Number(s)		Commercial Use: <input type="checkbox"/> Permitted <input checked="" type="checkbox"/> NOT Permitted

1. GRANT OF SECURITY INTEREST. Borrower is receiving a loan from Lender, as evidenced by a certain Promissory Note ("Note") being executed and delivered contemporaneously with this Agreement. To secure repayment of the Note and performance of the other obligations of Borrower under this Agreement, and also to secure all other monetary and non-monetary obligations of Borrower to Lender under any other agreement, whether absolute or contingent, direct or indirect, now existing or hereafter arising (collectively, the "Indebtedness"), Borrower grants to Lender a continuing first-priority perfected security interest in the "Collateral" as defined in the following sentence. "Collateral" means (1) all of Borrower's right, title and interest in and to the Aircraft and Engines noted above, (2) all logs, records and manuals relating to the Aircraft, (3) all present and future attachments, accessories, parts, repairs, additions, accessions, substitutions, exchanges and replacements identified with or relating to the Aircraft, (4) all present and future rights of Borrower relating to the physical condition of the Aircraft, including under any warranties, service or maintenance agreements, storage agreements or insurance policies, (5) all present or future rights of Borrower in connection with the use and/or operation of the Aircraft by any third party under any lease, rental agreement or license, (6) any other assets of Borrower in which Borrower has granted Lender a security interest under any other agreement, (7) all deposit accounts and other property of the Borrower now or hereafter in the possession, custody or control of Lender for any purpose, and (8) proceeds of the Aircraft and any of (1) through (7).

2. REPRESENTATIONS, WARRANTIES, AND COVENANTS. Borrower represents, warrants and covenants to Lender as follows:

a. **Title.** Borrower is the lawful owner of the Collateral and holds good title to the Collateral, free and clear of all encumbrances except the lien of this Agreement: Borrower will maintain a valid US registration as owner of the Aircraft pursuant to a proper registration under the Federal Aviation Act of 1958, as amended.

b. **Authority.** Borrower is an individual whose residence is in the State of CA, and in good standing in all jurisdictions where qualification is necessary.

c. **Taxes.** Unless disclosed to Lender, all of Borrower's tax returns and reports that are or were required to be filed, have been filed, and all taxes, assessments and other governmental charges have been paid in full. Borrower will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, or arising by virtue of any aspect of the transaction relating to this Agreement.

d. **Information.** All financial statements, credit applications, and other information Borrower has provided to Lender are, and all financial statements and other information Borrower delivers or provides to Lender in the future also will be, truthful and accurate. Since the date of the most recent financial statements delivered to Lender, there has been no material adverse change in Borrower's or guarantor's financial condition or prospects.

e. **Location of the Collateral.** Borrower will hangar or keep the Collateral and complete logs, manuals, books and records concerning the Collateral at the Home Airport noted above and make them available upon request of the secured party.

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

g. **Perfection of Security Interest.** Borrower will take whatever other actions are requested by Lender to perfect and continue Lender's first-priority security interest in the Collateral and shall defend Lender's rights in the Collateral against the claims and demands of all other persons.

h. **Notices to Lender.** Borrower will notify Lender prior to any (1) change in Borrower's name or address; (2) (if Borrower is a business) change in the ownership of the Borrower or management of the Borrower; (3) merger of Borrower with or into, transfer by



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Borrower of all or substantially all of its assets to, or acquisition by Borrower of all or substantially all of the assets of, any other entity; or (4) change in any other aspect of Borrower that directly or indirectly relates to any agreements between Borrower and Lender, including any material adverse change in Borrower's financial status.

i. **Maintenance.** Borrower, through its active oversight and at its sole expense, shall keep the Collateral in as good condition and repair as it is on the date of this Agreement, ordinary wear and tear excepted, and maintain and keep the Aircraft and Engines in good order and repair and in airworthy condition in accordance with the requirements of the FAA and each of the manufacturers' manuals and mandatory service bulletins.

j. **Compliance with Governmental Requirements.** Borrower shall comply promptly with all laws, ordinances and regulations of the FAA and all other governmental authorities applicable to the use, operation, maintenance, overhauling or condition of the Collateral. Borrower shall cause the Aircraft to be operated at all times only by a currently certified pilot having the minimum total pilot hours and pilot-in-command hours required by FAA rules or regulations and applicable insurance policies.

k. **Maintenance of Insurance.** Borrower shall procure and maintain, at all times, all-risks insurance on the Collateral, including without limitation, ground, taxiing and in flight coverage, loss, damage, destruction, fire, theft, liability and hull insurance and such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender. Lender's minimum requirements for insurance, subject to modification at Lender's reasonable discretion, include: (1) Borrower must be either the named insured or additional named insured on the policy; (2) the policy must contain a breach of warranty endorsement in favor of Lender; (3) Lender (or its assignee) must be named as lienholder and sole loss payee; (4) the Collateral must be insured against loss and damage for its full insurance value; (5) the policy must include territorial limits for all anticipated areas of operations; (6) if the Aircraft is to be operated in charter operation and Lender has consented to such use, the policy must include coverage for charter operation; (7) the policy must provide for thirty (30) days notification to Lender prior to amendment, termination or non-renewal of coverage. **War risk insurance coverage must be obtained if the Aircraft is to operate outside the United States. Borrower shall not use or permit the Collateral to be used in any manner contrary to the requirements of any insurance policy, or for any purpose excepted or excluded from the insurance policy.**

l. **Application of Insurance Proceeds.** Borrower shall promptly (not to exceed ten (10) days) notify Lender of any loss or damage to the Collateral in excess of two percent (2%) of the principal amount of the Indebtedness. Borrower shall complete a full restoration and repair of the Collateral within 90 days of any loss or damage to the Collateral. If an Event of Default has occurred or is continuing, Lender shall be entitled to apply the insurance proceeds to the payment of the Indebtedness at Lender's sole discretion. If no Event of Default has occurred or is continuing, the insurance proceeds shall be disbursed to Borrower if Borrower provides documentation that, in Lender's sole discretion, is satisfactory to evidence the Aircraft is being, or has been, repaired to an acceptable valuation and will be returned to service in airworthy condition. If Lender determines, in its sole discretion, that after making repairs the outstanding Indebtedness will exceed the Aircraft value the Lender in its sole discretion may apply such insurance proceeds to the payment of the Indebtedness.

m. **Notice of Encumbrances.** Borrower shall immediately notify Lender upon the Collateral being seized or the filing of any attachment, lien, judicial process, or claim relating to the Collateral.

n. **Notices of Claims and Litigation.** Borrower will promptly inform Lender of (1) all material adverse changes in

Borrower's financial condition, (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting or concerning in any manner the Collateral, or concerning in any manner the Borrower or any Guarantor.

o. **Inspection.** Borrower shall permit employees or agents of Lender at any reasonable time to inspect any and all Collateral including the aircraft and its logs, books, manuals and any other records comprising or related to the Collateral. Borrower by execution of this Agreement authorizes any third party in possession of these documents to permit Lender free access (either in paper form or on-line via the internet) to such records at all reasonable times and to provide Lender with copies of any records it may request, all at Borrower's expense. Borrower shall not block Lender from access to electronic flight-tracking services relating to the Aircraft's operation.

p. **Additional Assurances.** Borrower will make, execute and deliver to Lender such instruments, documents and other writings as Lender may reasonably request to evidence and secure the Note and/or the Indebtedness.

3. **PROHIBITIONS REGARDING COLLATERAL.** Borrower covenants to Lender as follows:

a. **No Sale, etc. of Collateral.** Without the prior written consent by Lender, (i) Borrower shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral, and (ii) Borrower shall not lease, pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Agreement.

b. **No Commercial Use.** Borrower shall use the Collateral solely for business or personal purposes. Borrower shall not use the Collateral, or permit the Collateral to be used, in Commercial Operations (i.e., Part 135, 121, Flight Training Part 141 or 61 operations) unless permitted as so indicated above.

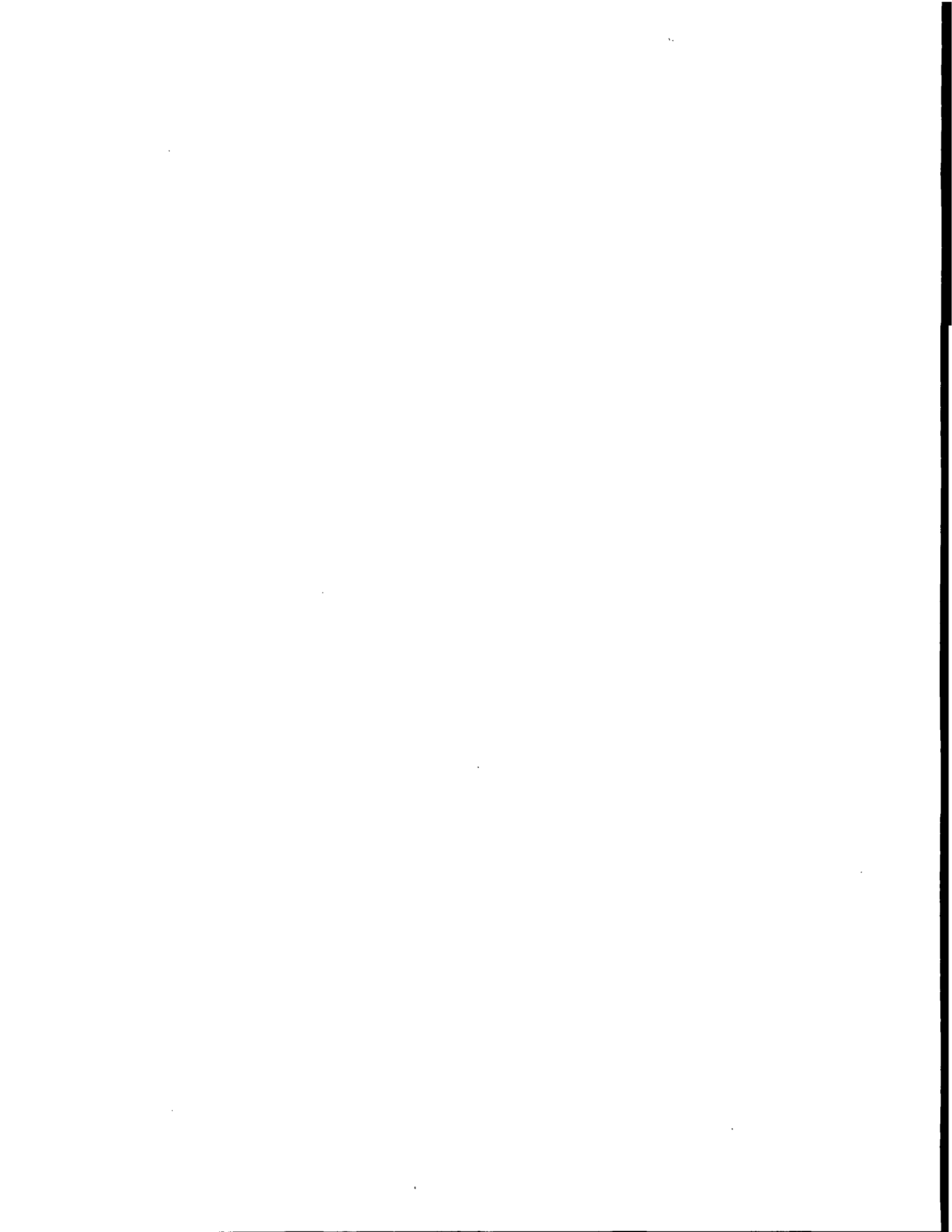
c. **Removal of the Collateral.** Except for routine use, Borrower shall not change the Home Airport or remove the Collateral from the Home Airport without Lender's prior written consent. Borrower shall, whenever requested, advise Lender of the exact location of the Collateral. Borrower shall not base, or permit the Collateral to be based, outside the continental United States of America.

d. **No Removal of Parts.** Except as permitted or required in the section of this Agreement titled "Maintenance" Borrower shall not remove or permit the removal of any parts, engines, accessories, avionics or equipment from the Aircraft.

e. **Modifications.** Borrower shall not, without the prior written consent of Lender, modify the Aircraft in any material way, including but not limited to, the Aircraft's function or operating capability.

4. **BORROWER'S RIGHT TO POSSESSION.** Until an Event of Default, Borrower shall have the possession and beneficial use of the Collateral and may use it in any lawful manner not inconsistent with this Agreement.

5. **LENDER'S EXPENDITURES.** Borrower shall pay to Lender, or if requested by Lender, directly to the applicable vendor or other third party, any fees, costs, expenses, penalties or interest incurred by Lender in connection with this Agreement, the Note or any of the Collateral, including without limitation, fees, costs or expense of: (i) filing, registering or recording this Agreement and Lender's interests under this Agreement, or any UCC financing, continuation or termination statement or similar official filings or registrations, (ii) any transfer or stamp taxes, (iii) inspection, appraisal or monitoring of the Collateral as Lender may conduct for itself or obtain from a third party in its discretion, (iv) exercising its rights herein or under applicable law to protect its interest in the Collateral by performing obligations of Borrower in the event



Borrower fails to timely perform same, (v) taking possession of, holding, preparing for sale or other disposition and selling or otherwise disposing of the Collateral, and (vi) all attorneys' and other professionals retained by Lender in connection with any of the foregoing, or any exercise of other remedies upon occurrence of a default, whether such fees, costs or expenses are incurred before or after commencement of any bankruptcy case or other insolvency proceeding. All of the foregoing fees, costs or expenses thus incurred or expended by Lender, and any other monies paid by Lender to collect Borrower's obligations under the Note or protect its interests in the Collateral shall, at Lender's option, for each instance of fees, cost or expense so incurred or paid by Lender, either be added to the balance of the Note (and be subject to all of the provisions of this Agreement) or be paid immediately by Borrower upon demand by Lender, with interest accruing on the amount so demanded at the applicable Note interest rate.

6. DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

a. **Note Default.** Borrower fails to make any payment when due under this Agreement, the Note, any addendum, schedule or other separate document that, by its terms, is made a part hereof, or under any other agreement between Borrower and Lender;

b. **Other Debt Default.** Borrower fails to make payment when due or otherwise fails to perform under any agreement for borrowed money, or any obligation of Borrower for borrowed money is declared due and payable before its original maturity date;

c. **Performance Default.** Borrower or any guarantor fails to perform any obligation under this Agreement, any guaranty or any other agreement with Lender, provided, however, that, to the extent any such obligation, other than a payment or insurance obligation, can still be performed, such failure continues for more than ten (10) business days after delivery by Lender of a written demand to perform;

d. **Other Breaches.** Any representation or warranty made by Borrower or any guarantor in this Agreement in any material respect appears to the Lender to be untrue when made, or subsequently becomes no longer true (except for representations and warranties that become untrue solely due to the passage of time);

e. **Insolvency.** Borrower, or any guarantor of Borrower's obligations to Lender, dies, dissolves, merges with another entity, suspends or terminates his/her/its usual business, is unable to pay his/her/its debts as they become due, makes an assignment for the benefit of creditors, applies to any court for the appointment of a trustee or a receiver of all or a substantial part of his/her/its assets or commences any proceeding under any bankruptcy, receivership, insolvency, dissolution or liquidation law of any jurisdiction, or any other individual or entity commences such proceedings against Borrower or any such guarantor and Borrower or such guarantor acquiescence thereto, or denies liability to Lender or seeks to terminate any agreement with Lender;

f. **Insecurity.** Lender, in good faith, believes that the prospect of payment and performance hereunder has substantially diminished or that there is a material adverse change in the financial condition or operations of Borrower or any guarantor;

g. **Change in Control.** Borrower's principals as of the inception of this Agreement no longer control or operate the business of Borrower.

h. **Defective Collateralization.** This Agreement or the Note ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected first position security interest or lien) at any time and for any reason.

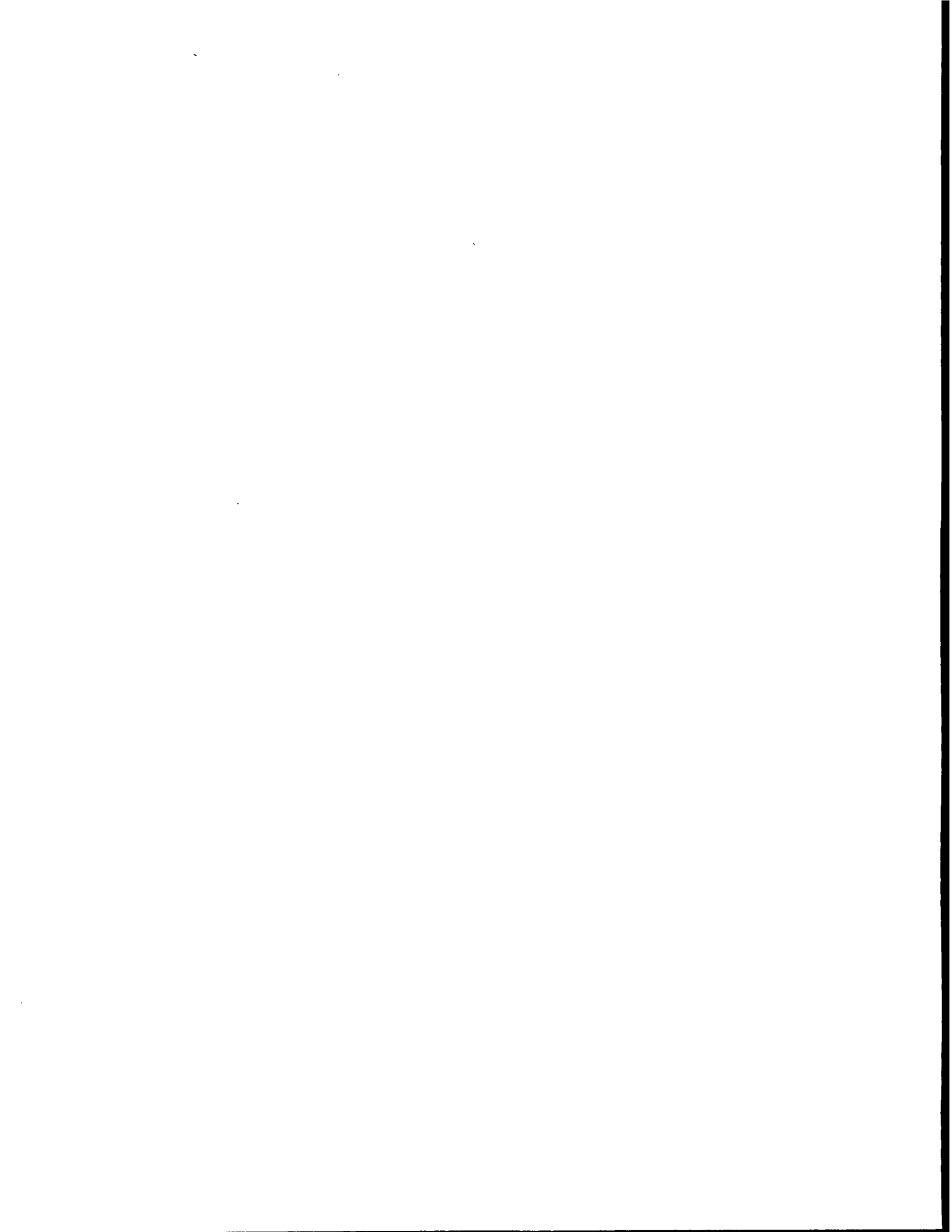
7. RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any of the foregoing Events of Default and at any time thereafter that any Event of Default is continuing, Lender may do any

or all of the following, cumulatively: (i) declare all or any part of the remaining unpaid indebtedness of Borrower to Lender to be immediately due and payable, together with all unpaid interest and any other accrued and unpaid monetary obligations of Borrower hereunder; and (ii) exercise all rights and remedies provided in this Agreement, under the Uniform Commercial Code as in effect in all pertinent jurisdictions and under any other applicable law, including without limitation, the right (a) to setoff any property of Borrower in the possession or control of Lender, and (b) in Lender's sole discretion, to undertake payment or other performance of any obligation of Borrower hereunder that Borrower has failed to perform. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower under this Agreement, after Borrower's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. In connection with any sale or other disposition of the Collateral by Lender, the requirements of reasonable notice shall be met if such notice is given to Borrower and any guarantors at least ten (10) days before the date of any public sale or the date after which any private sale or other disposition of Collateral is to be made.

8. INDEMNIFICATION OF LENDER. Borrower agrees to indemnify, to defend and to save and hold Lender harmless from any and all claims, suits, obligations, damages, losses, costs and expenses (including, without limitation, Lender's reasonable attorneys' fees), demands, liabilities, penalties, fines and forfeitures of any nature whatsoever that may be asserted against or incurred by Lender, its officers, directors, employees, and agents arising out of, relating to, or in any manner occasioned by this Agreement and the exercise of the rights and remedies granted Lender under this Agreement.

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

a. **Amendments.** This Agreement (which includes the Note and all addenda, schedules or other separate documents that, by their terms, are made a part hereof) constitutes the entire agreement between Borrower and Lender. Lender may by written notice to Borrower correct any error or complete any blank space necessary to cause this Agreement to be accurate and effective. Except to the extent provided otherwise herein, this Agreement can be modified or amended only by a written document signed by both Borrower and Lender. Borrower hereby authorizes and ratifies any prior filing of a financing statement by Lender, and appoints Lender as its attorney-in-fact to affix Borrower's signature to any form relating to the Collateral and to any Uniform Commercial Code financing statement(s), to take any other action Lender deems necessary to perfect and maintain perfection of the security interests provided herein or as may be required hereby and to do all other acts and things necessary to carry out the intent of this Agreement. Borrower further appoints Lender as Borrower's attorney-in-fact for Borrower and in its name, place and stead (i) to endorse the name of Borrower to instruments and documents for purposes of collection or expedition, (ii) in obtaining payment, adjusting, canceling or settling any claims upon or under any insurance policies covering the Collateral, and hereby authorizes Lender to endorse the name of Borrower on any checks, drafts or other instruments received or given in payment or liquidation of any claim under any such insurance policy, and (iii) to perform each and every act Lender deems necessary in connection with this power of attorney. Borrower further authorizes Lender to execute a power-of-attorney form in Borrower's name if and to the extent necessary or convenient to confirm the foregoing grant of authority. The foregoing powers of attorney are coupled with interests in the underlying subject matter and are therefore irrevocable. Lender may assign this Agreement at



any time. Borrower may not assign its rights or delegate its duties under this Agreement without the express prior written consent of Lender.

b. **Governing Law and Jurisdiction.** This Aircraft Security Agreement has been delivered to Lender and accepted by Lender in the Commonwealth of Massachusetts. The Note, this Aircraft Security Agreement, and all related documents will be governed by, construed and enforced in accordance with federal laws and the laws of the Commonwealth of Massachusetts. If there is a lawsuit, Borrower consents to the jurisdiction of Massachusetts-located state and federal courts.

c. **Notices.** Any notice required to be given under the Note, the Related Documents, or this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by fax (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any notice given by Lender to any Borrower is deemed to be notice given to all guarantors and Borrowers.

d. **Severability.** If any part of this Agreement is determined to be contrary to any law or otherwise defective, then the other provisions of this Agreement shall not be affected thereby, but shall continue in full force and effect.

e. **No Waiver by Lender.** Borrower's obligation to repay the Note and all other obligations of Borrower hereunder are independent of the obligation of any other individual or entity that has signed this Agreement or other documents as a Borrower or a guarantor ("Signer(s)"). It is not necessary for Lender to exercise its rights and

remedies in respect of the Collateral before collecting from a Signer. Lender may extend the time for payment of any installment, reduce the size of monthly payments, release Collateral, release one or more Signers from their obligations, waive any right Lender might have against any Signer, extend, renew or agree to alter this Agreement, all without releasing other Signers from their obligations under this Agreement or any guaranty agreement. Any delay by Lender in exercising any rights or remedies hereunder or under any other instrument executed and delivered by Borrower to Lender in connection herewith shall not operate as a waiver thereof and no single or partial exercise of any right or remedy shall preclude other or further exercise thereof, or the exercise of any other right or remedy. Lender's acceptance of late or partial payments, or waiver of any default, shall not establish a custom or course of conduct and the waiver by Lender of any default shall not constitute a waiver of any subsequent defaults, but shall be restricted to the default so waived.

f. **Waive Jury.** All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

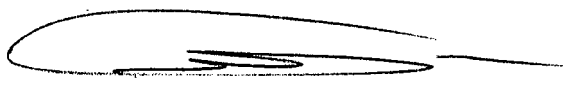
g. **Counterparts.** This Agreement may be executed in several counterparts and delivered via electronic means, and all such executed counterparts shall constitute one agreement. Borrower confirms that if it has received copies of documents for execution from Lender via any means of electronic delivery (including email), that it has made no changes to such documents and the documents are identical in content to the version dispatched by Lender to Borrower.

h. This Agreement shall be deemed accepted by Lender in Massachusetts, by the Lender's act of funding the loan made under this Agreement.

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AIRCRAFT SECURITY AGREEMENT AND BORROWER AGREES TO ITS TERMS.

In witness whereof, the Borrower has executed this Agreement below:

BORROWER:



By: _____

Name: Jacob B. Drewes

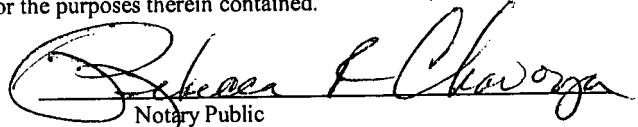
Title: Owner

State/Commonwealth of California
City/County of Ventura

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

By Rebecca R. Chavoya
Int'l Aircraft Title

On this 30 day of April, 2010, before me, personally appeared Jacob B Drewes, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.


Notary Public

My Commission expires: Feb 6 2014



FILED WITH FAA
AIRCRAFT REGISTRATION BR
2010 JUN 2 PM 12 23
OKLAHOMA CITY
OKLAHOMA

Orig # 6689 ret'd to INTL

Accepted AB Jun/22/2010

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

UNITED STATES
REGISTRATION NUMBER **N 13BF**

AIRCRAFT MANUFACTURER & MODEL
2008 Aviat Aircraft Inc. A-1C-180

AIRCRAFT SERIAL No.
3021

CERT. ISSUE DATE

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.)

Drewes, Jacob B.

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: **651 Marbella Ct.**

Rural Route: P.O. Box:

CITY Oxnard	STATE CA	ZIP CODE 93035
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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:

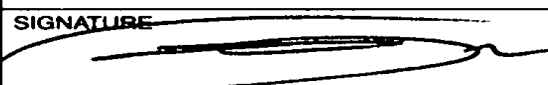
a. A resident alien, with alien registration (Form 1-151 or Form 1-551) No. _____

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 Jacob B. Drewes	TITLE Owner	DATE 5-28-10
	SIGNATURE 	TITLE Owner	DATE 4/5
	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.

**SUBMITTED BY:
INTERNATIONAL AIRCRAFT
TITLE & ESCROW**

FILED WITH FAA
AIRCRAFT REGISTRATION DEPT
2010 JUN 2 PM 12 23
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&0VC THE UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:

UNITED STATES REGISTRATION NUMBER	N13BF
AIRCRAFT MANUFACTURER & MODEL Aviat Aircraft A-1C-180	
AIRCRAFT SERIAL NUMBER 3021	
DOES THIS <u>2nd</u> DAY OF <u>June</u> , 2010. HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:	

101531258266
\$5.00 06/02/2010

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

Drewes, Jacob B.
651 Marbella Ct.
Oxnard, CA 93035

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

By [Signature]
Int'l Aircraft Title

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 AND SEAL THIS 2nd DAY OF June, 2010

SELLER	NAME(S) OF SELLER (TYPED OR PRINTED)	SIGNATURE(S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
	Premier Aircraft Sales, Inc.	<u>[Signature]</u>	President
		Fred Ahles	

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

ORIGINAL: TO FAA



5

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2010 JUN 2 PM 12 23
OKLAHOMA CITY
OKLAHOMA

Orig # 6686 ret'd to INTL

DEPARTMENT OF TRANSPORTATION
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

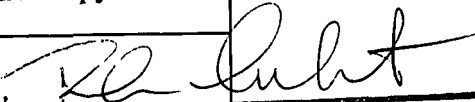
Premier Aircraft Sales, Inc.

NAME AND ADDRESS OF SECURED PARTY / ASSIGNEE

Scope Leasing, Inc.
140 East Town Street, Suite 1010
Columbus, OH 43215-5125

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

NAME OF SECURED PARTY'S ASSIGNOR (if assigned)

By 
Int'l Aircraft Title

101531250266
~~\$5.00~~ 06/02/2010 *WV*

FAA REGISTRATION NUMBER N13BF	AIRCRAFT SERIAL NUMBER 3021	AIRCRAFT MFR. (BUILDER AND MODEL) AVIAT AIRCRAFT INC A-1C-180
ENGINE MFR. and MODEL	ENGINE SERIAL NUMBER (S)	
PROPELLER MFR. and MODEL	PROPELLER SERIAL NUMBER (S)	

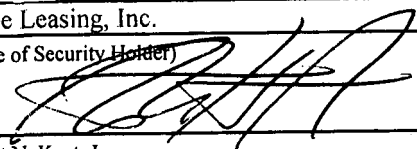
THE SECURITY CONVEYANCE DATED 11-10-09 COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REGISTRY ON 12-01-09 AS CONVEYANCE NUMBER SM003251.

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.

DATE OF RELEASE: 6-2-10
Scope Leasing, Inc.
(Name of Security Holder)
SIGNATURE (in ink) 
Robert N. Kent, Jr.
TITLE PRESIDENT

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

AB001891 Conveyance Recorded Jun/22/2010 08:57 AM FAA



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AIRCRAFT REGISTRATION DE
2010 JUN 2 PM 12 23
OKLAHOMA CITY
OKLAHOMA

See Recorded Conveyance # SM003251 doc # 0172
Orig # 6684 ret'd to INTL

THIS IS TO CERTIFY THAT THIS COPY
HAS BEEN COMPARED WITH THE ORIGINAL
AND IS A TRUE COPY THEREOF
POWELL AIRCRAFT TITLE SERVICE

[Handwritten Signature]
FAA AIRCRAFT SECURITY AGREEMENT

PREMIER AIRCRAFT SALES, INC., being a corporation (herein called "Borrower") organized and existing under the laws of the state of **Florida** and located at 5544 NW 23rd Avenue, Ft. Lauderdale, Florida 33309; and **SCOPE LEASING, INC.** (herein called "Lender"), a corporation organized and existing under the laws of the state of Ohio and located at 140 East Town Street, Suite 1010, Columbus, Ohio 43215, or at such other address as Lender may designate enter into this FAA Aircraft Security Agreement (the "Agreement") as of the 10th day of **November 2009**.

WHEREAS, Borrower has asked Lender to provide financing in connection with certain aircraft, engines, propellers and related equipment and has agreed to grant a security interest in the aircraft, engines, propellers and related equipment in favor of Lender; and

WHEREAS, in connection with such financing, Borrower and Lender have entered into, without limitation, the Master Aircraft Installment Note and Security Agreement dated January 4, 2008 (the "Note"), with regard to certain liabilities of the Borrower to Lender;

WHEREAS, Borrower and Lender are entering into this Security Agreement to secure the obligations of the Borrower under the Note, this Agreement, and including any and all modifications, amendments, renewals and supplements to such instruments.

NOW, THEREFORE, the Borrower and Lender agree as follows: 093171158316
\$5.00 11/13/2009

1. **GRANT OF SECURITY INTEREST.** In order to secure payment of the principal and interest of the Note, all obligations of the Borrower under the Note and this Security Agreement, and all other liabilities of the Borrower, or any of them, whether now existing or hereafter contracted, and whether due or to become due and in whatsoever way acquired by or accruing to Lender (all of which are herein collectively called the "Liabilities"), **Borrower** does hereby grant a mortgage, pledge and **SECURITY INTEREST TO LENDER**, in the aircraft identified below, and as may be further described on Attachment A, including, and together with all engines, propellers, equipment, avionics, manuals, logbooks, and maintenance records used or prepared in connection therewith, and any and all additions and accessions thereto and replacements and substitutions thereof, any and all documents relating thereto, any and all leases and subleases of the aircraft, any and all cash and non-cash proceeds thereof, including, but not limited to, insurance proceeds, all of the foregoing whether now owned or existing or hereafter acquired or arising (herein referred to as "Aircraft").

Aircraft: N13BF, Aviat Aircraft, Inc. A-1C-180, serial number 3021

2. The terms and conditions of the Note are hereby incorporated herein by reference.

3. **EXCLUSION OF WARRANTIES.** LENDER, NOT BEING A MANUFACTURER, ITS AGENT, OR ENGAGED IN THE SALE OR DISTRIBUTION OF AIRCRAFT, MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO THE AIRCRAFT, INCLUDING BUT NOT LIMITED TO ITS MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE; ITS DESIGN, CAPACITY OR CONDITION; ITS QUALITY, MATERIALS OR WORKMANSHIP; COMPLIANCE WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT; PATENT INFRINGEMENT OR LATENT DEFECT; OR COMPLIANCE WITH ENVIRONMENTAL LAW, REGULATION OR RULE OF ANY SORT. Borrower expressly acknowledges that Borrower, in Borrower's sole and absolute discretion, selected the



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Aircraft, including all component parts, and that Borrower did not rely upon any statements, oral or written, by Lender, its agents, and/or servants with respect to either the Aircraft or any of its component parts. Borrower agrees that Lender shall not be liable to Borrower for any loss, claim, demand, liability, cost, damage, expense, action or cause of action of any kind, caused, or alleged to be caused, directly or indirectly, by the Aircraft, or by any inadequacy thereof for any purpose, or by any defect therein, or in the use or maintenance thereof, or any loss of business, or profit, or any damage whatsoever and howsoever caused. No defect or unfitness of the Aircraft shall relieve Borrower of the obligation to pay any installment when due or to perform any other obligation under the Note and this Security Agreement.

4. INDEMNITY. Borrower shall indemnify and hold Lender harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities (including negligence, tort and strict liability) and any and all costs connected therewith (including attorneys' fees and court costs) arising out of, connected with, or resulting from the manufacture, selection, delivery, possession, use, operation of the Aircraft or otherwise.

5. BORROWER'S REPRESENTATION AND WARRANTIES. Borrower hereby declares and warrants to Lender that Borrower is the absolute owner of the Aircraft and holds good and marketable title to the Aircraft, free and clear of all encumbrances except the lien of this Agreement. Borrower is, or concurrent with the completion of the transaction contemplated by the Note and this Agreement will be, the registered owner of the Aircraft pursuant to a proper registration under 49 U.S.C. § 40101, et seq., as amended, and Borrower qualifies in all respects as a citizen of the United States as defined by the Act. Borrower shall defend Lender's rights in the Aircraft against the claims and demands of all other persons. The Aircraft is not and will not be registered under the laws of any foreign country, and Borrower is and will remain a citizen of the United States as defined in 49 U.S.C. § 40101, et seq., as amended.

6. BORROWER'S COVENANTS:

The Borrower hereby covenants and agrees:

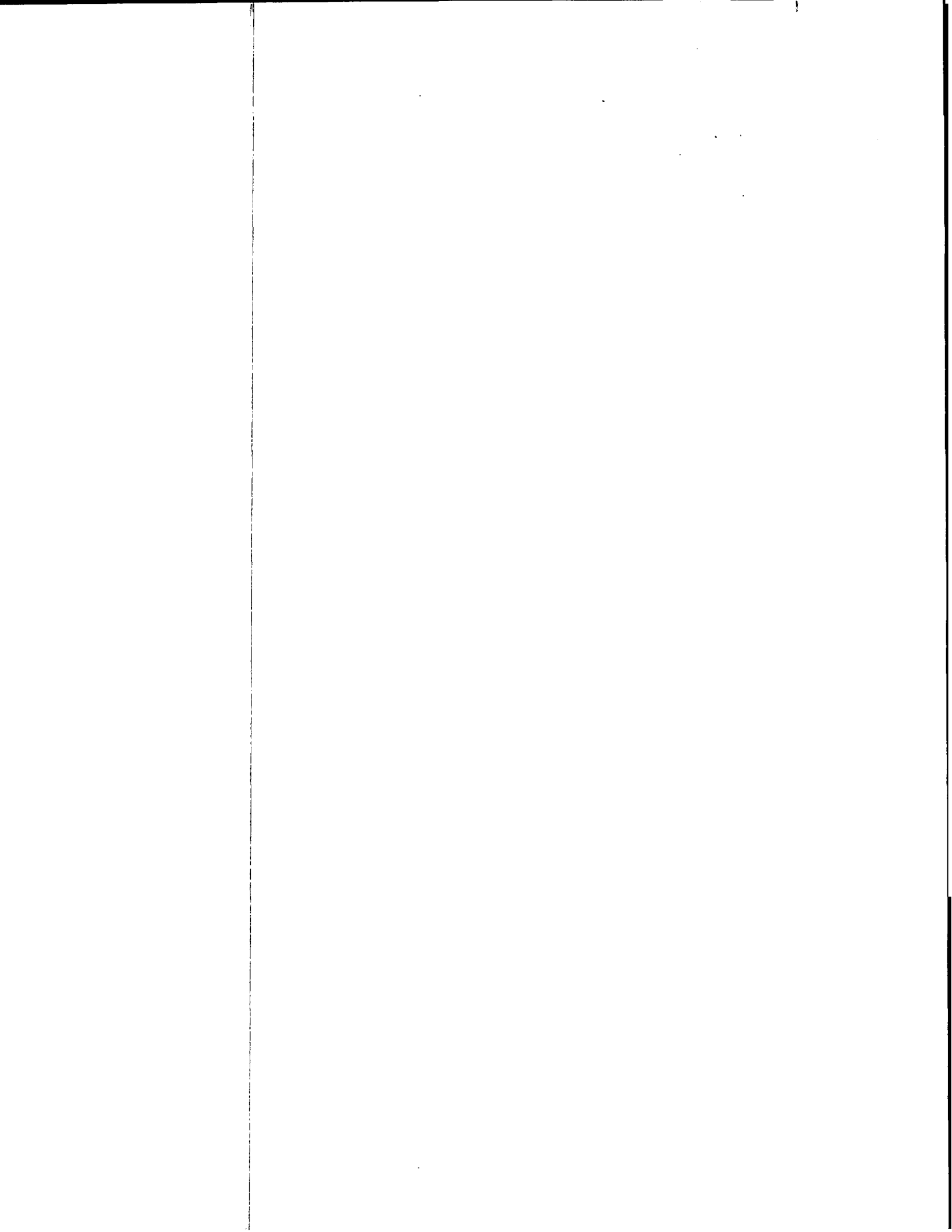
(a) To keep and use the Aircraft safely and carefully, and not to assign or dispose of the Aircraft, or any interest therein, or part thereof, or equipment necessary thereto; not to incur any liens against the Aircraft (other than the lien against the Aircraft created by this Agreement), including but not limited to, subordinate or secondary liens, and mechanic's or other liens in connection with the repair, maintenance or storage of the Aircraft; to immediately notify Lender in writing of any legal attachment or other judicial process affecting the Aircraft; not to remove or permit the Aircraft to be removed permanently from its home airport specified in Attachment A to the Note without prior written consent of Lender;

(b) Not to lend, rent, or sublet the Aircraft nor permit it to be operated by any person except a safe, careful and duly qualified pilot holding a pilot's license in good standing whose experience and ratings meet the qualifications specified in the Aircraft insurance policy;

(c) To use the Aircraft only for the purposes and in the manner set forth in the application for insurance executed in connection with the Aircraft, to abide by and conform to all laws, ordinances, orders, rules, and regulations, whether national, state, municipal or otherwise, now existing or hereinafter enacted, controlling or in any way affecting the operation, use, or occupancy of the Aircraft;

(d) Not to use or permit the Aircraft to be used for any purpose forbidden by law or by any pertinent and applicable rule or regulation of any regulatory body having jurisdiction or supervision governing the use of the Aircraft;

(e) At Borrower's expense to maintain and keep the Aircraft and all components thereof in good order and repair, completely air worthy in full compliance with all pertinent regulations or laws, and within a reasonable time replace in or on the Aircraft any and all parts, equipment, instruments or accessories which may, for any reason,



be rendered unsatisfactory or unavailable for use in or on the Aircraft, which replacements shall have a value, utility and quality at least equal to that which the property replaced originally had, and that repairs, substitutions, improvements or equipment added to the Aircraft shall be deemed to become a part of the Aircraft;

(f) Not to make any structural modifications or alterations to the Aircraft without being granted written permission by Lender;

(g) To pay all taxes, fees, assessments and charges imposed upon the ownership, possession or use of the Aircraft by any national, state, municipal or other public authority during the term of the Note and this Agreement, including those for permits, certificates of title and licenses.

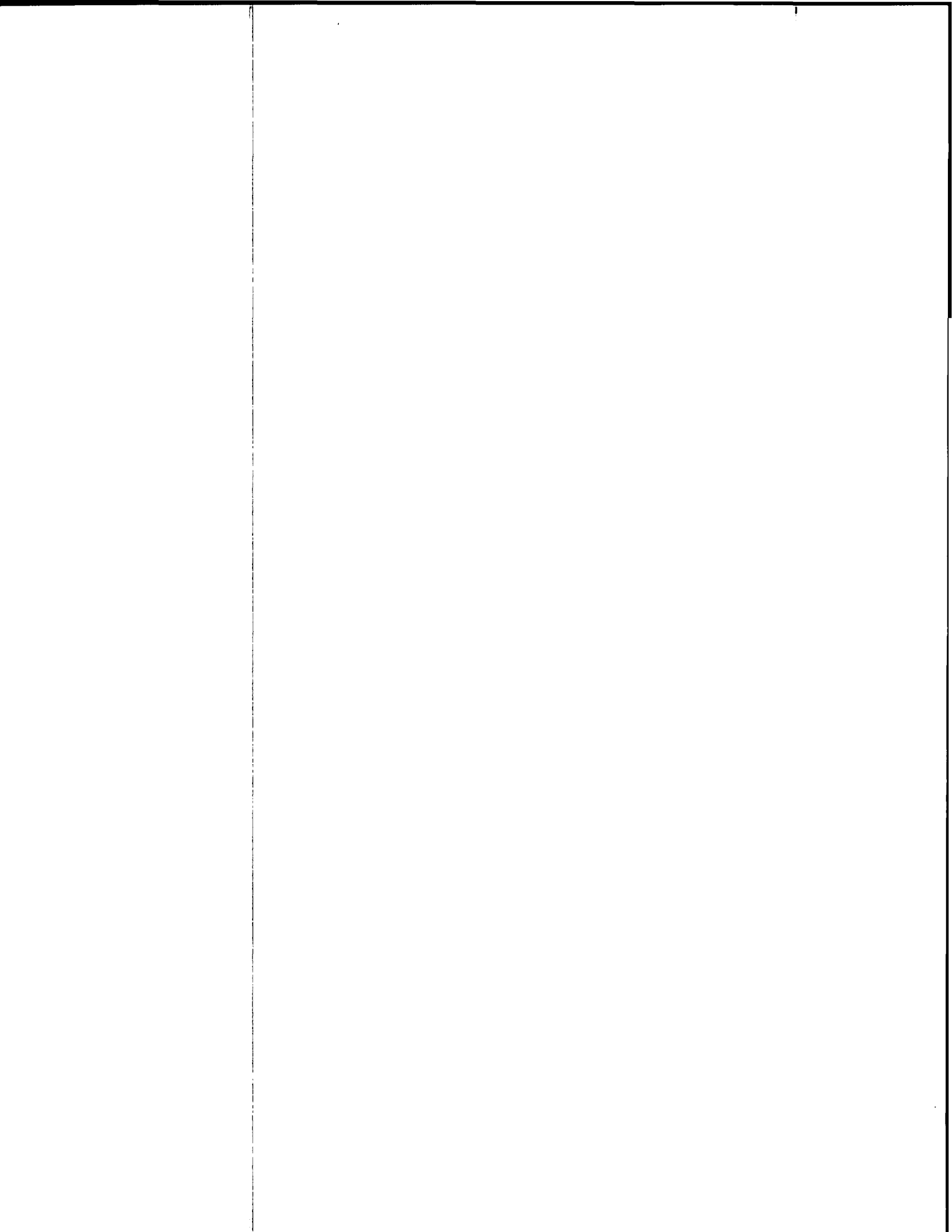
7. **FAILURE TO MAINTAIN.** In the event Borrower fails to preserve and maintain the Aircraft, discharge all liens or other charges as provided herein, or perform any of its obligations hereunder, Lender may do so and the cost thereof, including attorneys' fees and court costs, shall be repayable by Borrower to Lender with the next installment. Failure to repay the same shall carry with it the same consequence, including interest at the greater of the highest legal rate or 18% per annum, as failure to pay any installment when due. Any act or payment by Lender shall not be a waiver of any obligation or default of Borrower.

8. **INSURANCE.** Borrower shall, at Borrower's own expense, procure and maintain for the full term of the Note and this Agreement, liability, property damage and breach of warranty (or lien holder's endorsement) coverage with an insurance carrier acceptable to Lender in at least an amount equal to the obligation of Borrower under the Note and this Agreement. Lender shall be named as loss payee(s) with respect to Aircraft physical damage and breach of warranty coverage. All insurance coverage shall require thirty (30) days' co-written notification to Lender as a prerequisite to cancellation. Borrower shall deliver to Lender a certificate or certificates of insurance evidencing such coverage. If Borrower shall fail to procure or maintain insurance coverage as specified herein, Lender may procure such coverage and charge Borrower for such expense. Lender and Borrower, recognizing the importance of insurance coverage, expressly stipulate that in addition to all other provisions within this Agreement Lender may, at Lender's option, declare the Note and this Agreement in default and invoke all remedies provided in this Agreement if Borrower fails to maintain insurance as provided herein, fails to reimburse Lender for Lender's payment for insurance, or uses the Aircraft for a purpose, in a manner, or in a location which could reasonably result in denial of insurance coverage in the event of loss or damage to the Aircraft.

9. **LOSS, THEFT, OR DAMAGE.** Borrower assumes and shall bear all risk of loss, theft, damage or disappearance of the Aircraft from any and every cause whatsoever even if the loss, theft, damage or disappearance occurred without Borrower's negligence or fault. **NO LOSS, THEFT, DAMAGE OR DISAPPEARANCE OF THE AIRCRAFT OR ANY PART THEREOF SHALL IMPAIR ANY OBLIGATION OF BORROWER UNDER THIS AGREEMENT.** In the event of loss, theft, disappearance or damage of any kind to the Aircraft, Borrower shall immediately notify the Lender in writing, the insurance company and any and all applicable governmental agencies, both federal and state of such event, and shall furnish such information and execute such documents as may be required and desirable to collect the proceeds from any insurance policies. The rights, liabilities and obligations of the Borrower and Lender are:

(a) If the Aircraft is partially damaged, Borrower shall, at Borrower's sole expense, fully repair and place the Aircraft in the same condition as it was prior to the damage. Lender shall reimburse Borrower out of any proceeds of insurance received by Lender covering such damage, this payment to be contingent upon: (i) Borrower furnishing to Lender the necessary information and documents required for the recovery of said insurance proceeds; (ii) Approval by Lender of the repairs made by Borrower, including the cost thereof; and (iii) Aircraft being placed as nearly as possible in the same condition as before said damage occurred.

(b) If the Aircraft is lost, stolen, disappears or is damaged beyond repair, the proceeds of said insurance policy or policies shall be retained by Lender. If the proceeds of insurance are not sufficient to cover the obligations of Borrower arising under this Agreement, then Borrower shall promptly pay any deficiency to Lender. If the



proceeds of insurance are greater than the obligations of Borrower arising under this Agreement, the excess shall be remitted by Lender to Borrower providing Borrower is not in default of any other agreement with Lender.

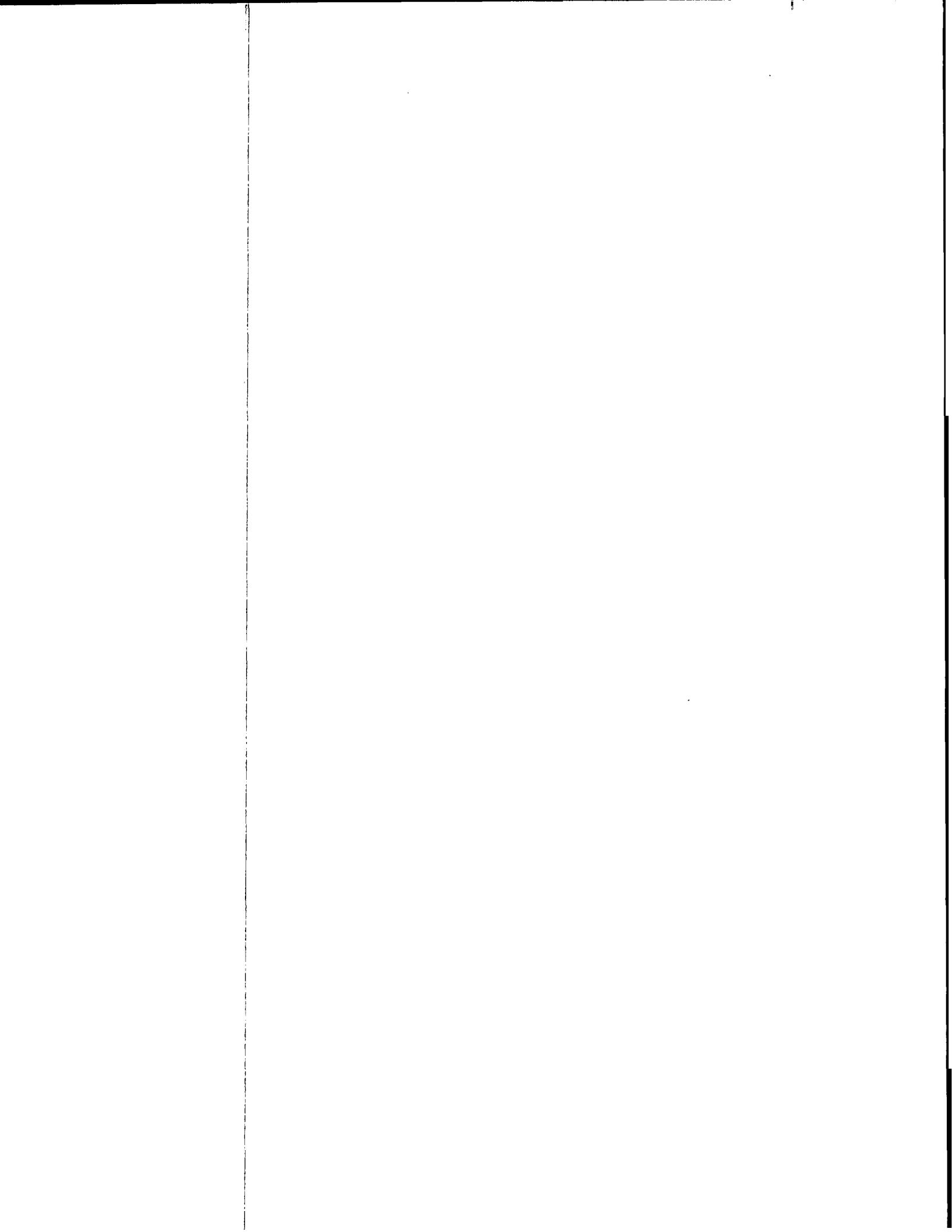
10. **RIGHT OF INSPECTION.** Borrower specifically grants unto Lender the right to enter upon any premises where the Aircraft is located for the purpose of inspection and to remove and repossess the Aircraft forthwith, without notice to Borrower, if in the opinion of Lender the Aircraft is being improperly maintained, if Borrower is in default of any payment required hereunder, or if Borrower is in violation of any other term or condition set forth herein. Whenever requested, Borrower shall advise Lender of the exact location of the Aircraft and the time and place of any intended movements of the Aircraft.

11. **DEFAULT, LENDER REMEDIES.** Borrower shall be in default if Borrower fails to pay any installment or other amount provided in the Note when due, or if Borrower should breach any other provision of the Note or this Agreement or any other agreement with Lender; if Borrower becomes insolvent, makes an assignment for the benefit of creditors, if a receiver or trustee is appointed by or for Borrower with or without Borrower's consent; or if Lender reasonably deems itself insecure. Upon the occurrence of any such event, Lender at its option and in addition to and without prejudice to any other remedies, may declare the Note and this Agreement in default and may terminate the Note and this Agreement and terminate any other agreement or lease between Lender and Borrower, accelerate all payments due or to become due according to the terms of the Note or this Agreement so that they are immediately due and payable, repossess and remove the Aircraft either with or without notice to Borrower (Borrower hereby waiving all damages caused by such taking of possession), and exercise all remedies available to a secured party under the Uniform Commercial Code as adopted in Ohio, including, but not limited to, the rights of peaceful repossession and sale. Lender's repossession of the Aircraft does not terminate this Agreement unless Lender notifies Borrower in writing, but after repossession, Lender shall at Lender's option either (a) Lease the repossessed the Aircraft to a third party upon such reasonable terms and conditions as Lender may deem favorable, or (b) sell the Aircraft, or any part thereof, for the best reasonable price either at public or private sale. The proceeds of such sale or the present worth of the lease, computed with interest at 14% per annum, less Lender's expenses incurred in connection with the repossession and sale or lease, including all reasonable repairs and attorneys' fees, shall be applied first to the sum of all amounts due and owing under the Note and this Agreement up to the time of said lease or sale and second to any other obligations of Borrower to Lender. Borrower shall then pay Lender the deficiency (if any) or Lender shall remit to Borrower the surplus (if any). Lender's rights and remedies are not exclusive but are cumulative and in addition to all other rights and remedies provided by law.

12. **LATE CHARGES.** If Borrower fails to pay any part of any installment or other amounts provided for in the Note and this Agreement or any Schedule when due, whether by acceleration or otherwise, Borrower shall pay a service charge of \$50.00 plus interest to Lender of eighteen percent (18%) per annum or, if lower, the highest legal rate on such delinquent payment from due date thereof until the date such installment or other payment is received by Lender.

13. **LENDER'S EXPENSES.** Borrower shall pay Lender all costs and expenses, including attorneys' fees, incurred by Lender in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof.

14. **ASSIGNMENT BY LENDER.** It is understood by the parties hereto that Lender contemplates assigning this Agreement and the Aircraft and that such assignee may also assign same. All rights of Lender hereunder shall be succeeded to by the assignee under any such agreement, and said assignee's rights under and title to this Agreement, to the sums herein provided for and to the Aircraft shall be free from all defenses, set-offs or counter-claims which Borrower may be entitled to assert against Lender, it being understood and agreed that any such assignee does not assume any obligations of Lender herein named, and that Borrower may separately claim against Lender as to any matters which Borrower may be entitled to assert against Lender.



15. **ASSIGNMENT BY BORROWER.** Borrower shall not assign this Agreement, or its rights or obligations hereunder without the prior express written consent of Lender; no such assignment, if granted, shall relieve Borrower from any obligations under this Agreement.

16. **STATUS OF BORROWER.** Nothing herein shall be construed as making Borrower the agent or representative of Lender, and Borrower, its agents, representatives and employees, shall have no authority whatsoever to obligate Lender in any manner.

17. **WAIVER.** No covenant or condition of this Agreement can be waived except by the express written consent of Lender. Forbearance or indulgence by Lender in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Borrower to which the same may apply and, until complete performance by Borrower of such covenant or condition, Lender shall be entitled to invoke any remedy available to Lender under this Agreement or by law or in equity despite such forbearance or indulgence.

18. **ADDITIONAL DOCUMENTS.** If Lender shall so request, Borrower shall execute and deliver to Lender such documents as Lender shall deem necessary or desirable for purposes of recording or filing to protect the interest of Lender in Aircraft.

19. **NOTICES.** Service of all notices under this Agreement shall be sufficient if delivered personally in writing, or mailed by certified mail, return receipt requested, to the party involved or delivered by courier at its respective address previously set forth, or at such address as such party may provide in writing from time to time. Any such notice mailed or otherwise sent to such address shall be effective when deposited in the United States mail, duly addressed and with postage prepaid or deposited with the courier service.

20. **GENDER; NUMBER.** Whenever the impersonal pronoun is used herein it shall include both masculine and feminine; the singular shall encompass the plural.

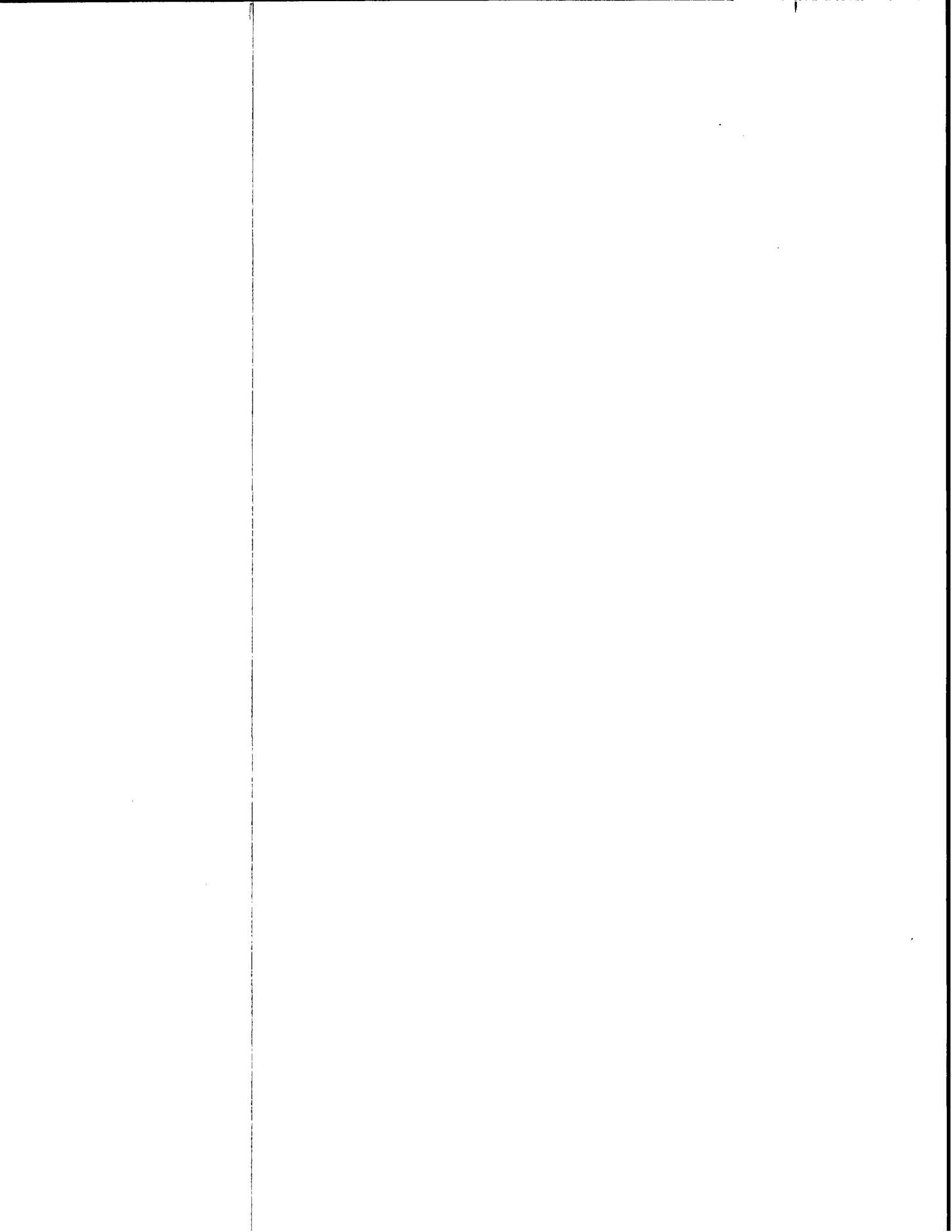
21. **TITLES.** The titles to the paragraphs of this Agreement are solely for the convenience of the parties, and are not an aid in the interpretation of the instrument.

22. **TIME.** Time is of the essence of this Agreement and each and all of its provisions.

23. **SEPARABILITY.** The invalidity of any portion of this Agreement shall not affect the remaining valid portions thereof.

24. **ENTIRE AGREEMENT.** The Note, Power of Attorney and this Agreement constitute the entire agreement between the parties. No representations, warranties, promises, guarantees, or agreements, oral or written, expressed or implied, have been made by Lender with respect to this Agreement or the Aircraft, except as expressly provided herein.

25. **CONTROLLING LAW.** This Agreement shall be construed as if entered into in Franklin County, Ohio, even if executed in whole or in part outside of the State of Ohio and/or even if physical possession of the Aircraft is completed outside of the State of Ohio; it being expressly stipulated and agreed among and/or between the parties that to avoid questions regarding controlling law, this Agreement shall be interpreted and construed in accordance with the law of the State of Ohio and the United States. The parties agree that any action or proceeding arising out of or relating to this Agreement may be commenced in any appropriate state court, or in the United States District Court in which Lender's principal place of business is located. Each party agrees that a summons and complaint commencing an action or proceeding in any such Court shall be properly served and shall confer personal jurisdiction if served personally or by certified mail to Borrower's address previously set forth as Borrower may provide in writing from time to time, or as otherwise provided under the laws of the State.



26. WAIVER OF RIGHT TO JURY TRIAL. BORROWER ACKNOWLEDGES THAT, AS TO ANY AND ALL DISPUTES THAT MAY ARISE BETWEEN BORROWER AND LENDER, THE COMMERCIAL NATURE OF THE TRANSACTION OUT OF WHICH THIS AGREEMENT ARISES WOULD MAKE ANY SUCH DISPUTE UNSUITABLE FOR TRIAL BY JURY. ACCORDINGLY, BORROWER HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY AS TO ANY AND ALL DISPUTES THAT MAY ARISE RELATING TO THIS AGREEMENT OR TO ANY OTHER INSTRUMENTS OR DOCUMENTS EXECUTED IN CONNECTION HEREWITH.

27. AMENDMENT. THIS AGREEMENT SHALL NOT BE AMENDED, ALTERED, OR CHANGED EXCEPT BY A WRITTEN AGREEMENT SIGNED BY LENDER AND BORROWER.

28. ENFORCEABILITY. This Agreement shall not become binding upon Lender until it is approved and accepted in the space provided below by Lender.

This FAA Security Agreement is executed this 10th day of **November 2009**.

BORROWER:

Premier Aircraft Sales, Inc.

By: Charles W. Sauter
Charles W. Sauter, Vice President
of Scope Leasing, Inc.
Attorney-In-Fact for Premier Aircraft Sales, Inc.

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2009 NOV 13 PM 11 59
OKLAHOMA CITY
OKLAHOMA

Orig to PATS Doc Id 0717 ffr 11/13/09 sm 12/1/09

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION- MIKE MONROE AERONAUTICAL CENTER AIRCRAFT REGISTRATION APPLICATION	
UNITED STATES REGISTRATION NUMBER	N 13BF
AIRCRAFT MANUFACTURER & MODEL Aviat Aircraft Inc. A-1C-180	
AIRCRAFT SERIAL No. 3021	

CERT. ISSUE DATE

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.)

Premier Aircraft Sales, Inc.

TELEPHONE NUMBER: **(800) 903-8402**

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

Number and street: **5544 NW 23rd Avenue**

Rural Route: _____ P.O. Box: _____

CITY	STATE	ZIP CODE
Fort Lauderdale	Florida	33309

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 <i>Charles W. Sauter</i>	TITLE Vice President	DATE 11-10-09
	SIGNATURE Charles W. Sauter of	TITLE	DATE
	SIGNATURE George Leasing, Inc. Attorney-In-Fact for Premier Aircraft Sales, Inc.	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.

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2009 NOV 13 PM 11 59
OKLAHOMA CITY
OKLAHOMA

Cy Ret'd Doc Id 6387 ffr 9/14/09 sm 12/1/09

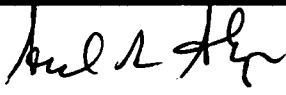
UNITED STATES OF AMERICA U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION AIRCRAFT BILL OF SALE	
FOR AND IN CONSIDERATION OF \$ 1&0VC THE UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:	
UNITED STATES REGISTRATION NUMBER	N13BF
AIRCRAFT MANUFACTURER & MODEL Aviat Aircraft Inc. A-1C-180	
AIRCRAFT SERIAL NUMBER 3021	
DOES THIS 6th DAY OF November 2009. HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:	

	<p>NAME AND ADDRESS (IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL)</p> <p style="text-align: center;">Premier Aircraft Sales, Inc. 5544 NW 23rd Avenue Hangar 15 Fort Lauderdale, FL 33309</p> <p style="text-align: right;">093171158316 \$5.00 11/13/2009</p>
--	---

	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 AND SEAL THIS 6th DAY OF November 2009

	NAME(S) OF SELLER (TYPED OR PRINTED)	SIGNATURE(S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
SELLER	SRS Aviation, LLC		<i>President</i>
		Samuel Shapiro	

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

ORIGINAL: TO FAA

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2009 NOV 13 PM 11 59
OKLAHOMA CITY
OKLAHOMA

LETTER OF EXTENSION
(For Authority to Operate an Aircraft Pending Registration)

The authority to operate Aircraft N13BF, AVIAT AIRCRAFT INC A-1C-180, S/N 3021 is extended for 120 days from the date stamped below, or until the Certificate of Aircraft Registration (AC Form 8050-3) is issued, whichever date occurs first.

AB	DATE Sep 15, 2009
----	----------------------

This Letter of Extension must be carried in the aircraft with the pink copy of the aircraft registration application as temporary authority to continue to operate the aircraft without registration within the United States. This is not an authorization to operate the aircraft without an appropriate Airworthiness Certificate (FAA Form 8100-2 or 8130-7), or its equivalent.



U.S. Department
of Transportation
**Federal Aviation
Administration**

A handwritten signature in black ink, reading "Autumn Buchholz".

AUTUMN BUCHHOLZ
Civil Aviation Registry
P.O. Box 25504
Oklahoma City, Oklahoma 73125-0504

THIS IS TO CERTIFY THAT THIS COPY HAS BEEN COMPARED WITH THE ORIGINAL AND IS A TRUE COPY THEREOF.
POWELL AIRCRAFT TITLE SERVICE
Donay

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

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

UNITED STATES REGISTRATION NUMBER **N13BF**

AIRCRAFT MANUFACTURER & MODEL
Aviat Aircraft Inc. A-1C-180

AIRCRAFT SERIAL NUMBER
3021

DOES THIS *3rd* DAY OF *September* 2009. HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:

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

**SRS Aviation, LLC
1810 Maybank Highway
Charleston, SC 29412**

092571242159
\$5.00 09/14/2009

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 AND SEAL THIS *3rd* DAY OF *September* 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)
	Premier Aircraft Sales, Inc.	<i>Susan McKenzie</i>	Manager of Sales Coordination
		Susan McKenzie	

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

ORIGINAL: TO FAA



FILED WITH FAA
AIRCRAFT REGISTRATION BR
2009 SEP 14 PM 11 47
OKLAHOMA CITY
OKLAHOMA

Orig # 6387 ret'd to PATS

sm 12/1/09

THIS IS TO BE KEPT WITH THIS COPY
 HAS BEEN COMPARED WITH ORIGINAL
 AND IS A TRUE COPY THEREOF
 POWELL AIRCRAFT TITLE SERVICE
 FORM APPROVED
 OMB NO. 2120-0042
 08/31/2008

SM0003248 Conveyance Recorded Dec/01/2009 05:03 PM FAA

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

AIRCRAFT BILL OF SALE

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

UNITED STATES **N13BF**
 REGISTRATION NUMBER

AIRCRAFT MANUFACTURER & MODEL
 Aviat Aircraft Inc. A-1C-180

AIRCRAFT SERIAL No.
 3021

DOES THIS 6th DAY OF May , 2008
 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.)

Premier Aircraft Sales, Inc

DEALER CERTIFICATE NUMBER

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

IN TESTIMONY WHEREOF I HAVE SET My HAND AND SEAL THIS 6th DAY OF May, 2008

SELLER	NAME(S) OF SELLER (TYPED OR PRINTED)	SIGNATURE(S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
	Husky Aircraft sales LLC.	<i>Kelly Christensen</i> Kelly Christensen	Manager

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



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AIRCRAFT REGISTRATION BR
2009 SEP 14 PM 11 47
OKLAHOMA CITY
OKLAHOMA

Orig # 6385 ret'd to PATS

sm 12/1/09

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

FORM APPROVED
OMB NO. 2120-0043

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

HUSKY AIRCRAFT SALES LLC

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE

CESSNA FINANCE CORP.
100 N BROADWAY STE 600
PO BOX 308
WICHITA KS 67201-0308



NAME OF SECURED PARTY'S ASSIGNOR (if assigned)

Do Not Write In This Block
FOR FAA USE ONLY

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

N13BF 3021 AVIAT AIRCRAFT INC A-1C
N
N
N

THE SECURITY CONVEYANCE DATED 5/12/08 COVERING THE ABOVE COLLATERAL WAS RECORDED BY
THE CIVIL AVIATION REGISTRY ON Jun 18, 2008 AS CONVEYANCE NUMBER MF000552

MARK FRANCO, LEGAL INSTRUMENTS EXAMINER

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

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

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

DATE OF RELEASE: SEP 3 2009

CESSNA FINANCE CORPORATION

(Name of security holder)

SIGNATURE (In Ink)

TITLE: **PAMELA A. McEACHERN**
ASSISTANT SECRETARY

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

ACKNOWLEDGMENT (If Required By Applicable Local Law):

AC Form 8050-41 (4/04)

SEP 3 2009

OKLAHOMA CITY
2009 SEP 8 PM 10 13
FILED WITH FAA
AIRCRAFT REGISTRATION BR

See Recorded Conveyance MF000552 doc# 0516

MEMORANDUM TO THE FILE

JOHNNIE SUE BELCHER
ID

05/19/2009
DATE

AIRCRAFT: N13BF

REVISED CERTIFICATE ISSUED May 19, 2009 (date)

AIRCRAFT DESCRIPTION CHANGE

N-number: 13BF

Serial number: 3021

Make: AVIAT AIRCRAFT INC

Model: A-1C-180 (MMSC) 2210410

Reason: N number change FAA 8130-6

Other: _____

SECURITY AGREEMENT

Date: May 12, 2008

Loan No. 0040001745-2259101

Lender: Cessna Finance Corporation
100 N. Broadway, Suite 600
P. O. Box 308
Wichita, Kansas 67201-0308

Borrower(s): Husky Aircraft Sales, LLC
Names(s)
672 S. Washington
Address
Afton WY 83110
City State Zip Code

1. **Definitions.** The words "this Agreement" refer to this Security Agreement, as it may be amended, extended, supplemented, modified or replaced from time to time. The words "Promissory Note" refer to the instrument bearing that name and the same loan number as this Agreement or relating to the Aircraft, as defined below, as the Promissory Note may be amended, renewed, extended, supplemented, modified, rearranged, restructured, refinanced or replaced, including, without limitation, modifications to the **ANNUAL PERCENTAGE RATE** or other credit terms. The words "AMOUNT FINANCED," "FINANCE CHARGE," "ANNUAL PERCENTAGE RATE," and any other capitalized words that are used but not defined in this Agreement, shall have the meanings prescribed for them in the Promissory Note. The words "I," "me," "my" and "mine" mean all who sign this Agreement as Borrower(s). The words "you" and "your(s)" mean Lender and anyone to whom Lender assigns this Agreement. The words "we," "us" and "our(s)" mean both Borrower(s) and Lender. Borrower(s) is/are a limited liability company.

2. **Security Interest.** To secure the prompt payment of the Promissory Note and all amounts that I may owe under this Agreement, and to secure the full and prompt performance of all obligations under the Promissory Note and this Agreement, as well as to secure all my other indebtedness, obligations and liabilities owed to you (both present and future), however evidenced, arising or created, whether direct or indirect, absolute or contingent, whether of the same kind or character of the Promissory Note or not of the same kind or character, including, without limitation, all notes, guarantees, leases, loans, other financial accommodations and other contracts or agreements between us (both present and future), I grant you a security interest in the following "Aircraft" (including, without limitation, a security interest in all of its installed engines, propellers, equipment and accessories, in all engines, propellers, equipment and accessories added thereto from time to time [accessions], and in all engine, airframe and other logbooks and documents for or relating to the Aircraft) and in all replacements and substitutions therefor and proceeds therefrom:

Manufacturer	Model	FAA Reg. No.	Serial No.
Aviat Aircraft Inc	A-1C	N13BF	3021

I represent that the following items are now installed on the Aircraft:

Standard Aircraft with Garmin 430 WAAS with VM1000.

081341212406
\$5.00 05/13/2008

The security interest in all "proceeds" of the Aircraft includes, without limitation, a security interest in all cash, trade-in aircraft, and trade-in engines, propellers, equipment and accessories generated by any disposition of the Aircraft, and in all payments under any insurance covering the Aircraft and any of its engines, propellers, equipment, accessories and accessions. It is my intent and I understand and agree that the security interest that I am hereby granting you shall be deemed a "purchase money security interest," as that phrase is used in the Uniform Commercial Code. I understand and agree that you will have a non-purchase money security interest in the Aircraft until I have paid you all amounts that I owe you and performed all of my other obligations under all other contracts and agreements between us (both present and future) or until you expressly release your security interest in the Aircraft in writing, even if I have paid you all that I owe you under the Promissory Note and this Agreement.

3. Use and Location of Aircraft. I will use the Aircraft primarily for the following purpose (check one):

Business Agricultural, or Personal, family or household.

I agree not to change the primary use of the Aircraft without your prior written consent.

As of the date of this Agreement, I have notified you in writing of the permanent base of the Aircraft and I will not change the permanent base of the Aircraft without your prior written consent.

4. Promise To Pay and Application of Payments. I promise to pay to you or to your order all amounts that I owe you under the Promissory Note and this Agreement as provided in the Promissory Note and this Agreement. I will make my payments according to the Payment Schedule described in the Promissory Note and in any revised Payment Schedule adopted as described in the Promissory Note. I agree that all payments that you receive from me pursuant to this Agreement will be applied to my obligations to you in the order provided in the Promissory Note.

5. Use and Care of Aircraft. I will use and maintain the Aircraft in accordance with the manufacturer's published recommendations, all applicable laws, regulations and ordinances, and all insurance policies (or applications for insurance) covering the Aircraft. Notwithstanding the following sentence, my failure or refusal to do so, with or without your knowledge, shall constitute a default of this Agreement. If I use or maintain, attempt to use or maintain, or anticipate using or maintaining the Aircraft in any manner not in accordance with all applicable laws, regulations, ordinances and policies, I will, prior to any such use or maintenance, notify you in writing and insure the Aircraft at my expense against war and confiscation risk in an amount not less than what I owe you under the Promissory Note and this Agreement. I will keep the Aircraft, at my expense, in good repair and in an airworthy condition at all times, and I will make the Aircraft available for inspection at your request. I agree that the Aircraft will be available for your reasonable inspection whether or not you make a request to inspect it. I will not fly or permit the Aircraft to be flown outside the continental United States, register the Aircraft in any foreign country or make any alterations or modifications to the Aircraft, without first obtaining your written consent. Notwithstanding the following sentence, doing so shall constitute a default of this Agreement. If I fly or permit the Aircraft to be flown outside the continental United States (whether or not I comply with my obligation to obtain your prior written consent) or anticipate doing so, I will, prior to any such flight, notify you in writing and insure the Aircraft at my expense against war and confiscation risk in an amount not less than what I owe you under the Promissory Note and this Agreement. I agree to keep the Aircraft enrolled and participating in the following maintenance related system(s)/program(s) during the term of this Agreement at my expense: NONE REQUIRED.

6. Disclaimer of Warranties and Waiver of Certain Claims and Defenses. I HEREBY ACKNOWLEDGE THAT I HAVE SELECTED THE AIRCRAFT FOR PURCHASE WITHOUT ANY ASSISTANCE OR INDUCEMENT FROM YOU OR YOUR AGENTS OR EMPLOYEES AND THAT EXCEPT FOR THE ADVANCEMENT OF FUNDS PURSUANT TO THE PROMISSORY NOTE AND THIS AGREEMENT, YOU HAVE NOT BEEN INVOLVED IN THE PURCHASE DECISION OR PURCHASE TRANSACTION. I AGREE THAT YOU HAVE MADE NO WARRANTIES WHATSOEVER CONCERNING THE AIRCRAFT, EXPRESS OR IMPLIED, WHETHER OF TITLE, AIRWORTHINESS, MERCHANTABILITY, CONDITION, DESCRIPTION, DURABILITY, VALUE, FITNESS OR SUITABILITY FOR ANY PARTICULAR USE OR PURPOSE OR OTHERWISE, AND THAT YOU, EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, HEREBY DISCLAIM ALL SUCH WARRANTIES. I ACKNOWLEDGE AND AGREE THAT YOU HAVE NOT AUTHORIZED ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, CESSNA AIRCRAFT COMPANY, ITS OFFICERS, AGENTS OR EMPLOYEES, TO MAKE ANY REPRESENTATIONS, WARRANTIES, PROMISES, GUARANTEES, COVENANTS OR AGREEMENTS, ORAL OR WRITTEN, CONCERNING THE AIRCRAFT, THE PROMISSORY NOTE OR THIS AGREEMENT ON YOUR BEHALF, AND FURTHER ACKNOWLEDGE AND AGREE THAT NO SUCH THIRD PARTY IS YOUR AGENT AND THAT YOU SHALL NOT BE BOUND BY ANY SUCH PURPORTED REPRESENTATIONS, WARRANTIES, PROMISES, GUARANTEES, COVENANTS OR AGREEMENTS. IN CONSIDERATION OF THE PROMISSORY NOTE AND THIS AGREEMENT, EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, I COMPLETELY WAIVE AND SURRENDER THE RIGHT TO PURSUE, ASSERT OR INTERPOSE ANY CLAIM OR DEFENSE AGAINST YOU, IN LAW OR IN EQUITY (INCLUDING, WITHOUT LIMITATION, ANY RIGHT TO RECOUPMENT, SETOFF OR COUNTERCLAIM), BASED UPON THE AIRCRAFT'S TITLE, AIRWORTHINESS, MERCHANTABILITY, CONDITION, DESCRIPTION, DURABILITY, VALUE, FITNESS OR SUITABILITY FOR ANY PARTICULAR USE OR PURPOSE, OR UPON ALLEGATIONS THAT YOU ARE SO CLOSELY OR INTIMATELY CONNECTED WITH THE MANUFACTURERS OR PRIOR OWNER(S) OF THE AIRCRAFT OR WITH ANY OTHER THIRD PARTY WHATSOEVER THAT YOU KNEW OR HAD REASON TO KNOW OF FACTS ABOUT THE AIRCRAFT OR ITS TITLE (OR ABOUT MY DEALINGS WITH

FILED WITH FAA
AIRCRAFT REGISTRATION BR

SUCH MANUFACTURERS, PRIOR OWNER(S) OR THIRD PARTIES OR ABOUT THEIR GENERAL BUSINESS PRACTICES) THAT WOULD SUPPORT A CLAIM, COUNTERCLAIM OR DEFENSE BY ME AGAINST SUCH MANUFACTURERS, PRIOR OWNER(S) OR THIRD PARTIES.

7. Ownership and Condition of Aircraft. I am, or concurrent with the transactions contemplated by this Agreement will be, in possession of and the absolute owner of the Aircraft and of the legal and beneficial title to it, free and clear of any liens, charges or other interests on or in the Aircraft, except for the lien created by this Agreement. I acknowledge that you have advised me, and you hereby advise me, to fully satisfy myself regarding the value of and title to the Aircraft before purchasing or otherwise dealing with the Aircraft or entering into this Agreement or the Promissory Note by conducting such title searches and other research as I deem appropriate and by obtaining such legal and other advice and/or title insurance as I deem appropriate, in my sole discretion. I acknowledge and agree that you will not be responsible in any way for any defects in title to the Aircraft, whether or not you have researched the status of title to the Aircraft or shared the results of any such research or your opinions, the opinions of your employees or agents or the opinions of any third parties with me. I promise that the Aircraft is in flyable and airworthy condition and properly registered at the Federal Aviation Administration (the "FAA"). I will keep the Aircraft properly registered in my name at the FAA at all times.

8. Risk of Loss. I agree that I shall bear the entire risk of loss of the Aircraft and that I will pay you all amounts that I owe under the Promissory Note and this Agreement even if the Aircraft is lost, stolen, damaged, destroyed or seized, or is threatened with any such action. I will promptly notify you if the Aircraft becomes lost, stolen, damaged, destroyed or seized, or is threatened with any such action.

9. Taxes and Other Charges. I will promptly pay all taxes, assessments, license and permit fees, fines, repair, storage and fuel bills, and all other charges, liens, claims and expenses on, asserted against or relating to the Aircraft, the Promissory Note or this Agreement when they are due.

10. Insurance. I will keep the Aircraft fully insured at all times, and at my own expense, against all risks to the Aircraft while in flight and while on the ground, including, without limitation, hull coverage and a breach of warranty endorsement in your favor, in an amount not less than what I owe you under the Promissory Note and this Agreement. I agree that all policies of insurance will name you as a loss payee and shall provide that any cancellation or substantial change in coverage shall not be effective as to you until thirty (30) calendar days after your receipt of a written notice from the insurer of the cancellation or change. I also agree that no policy of insurance shall be subject to any offset by any other insurance carried by you or me. I hereby appoint you as my attorney-in-fact to deal directly with the insurer and to obtain information and documents from the insurer and to make proof of loss and claim for and to receive payment of and to execute or endorse all documents, checks or drafts in connection with all policies of insurance on the Aircraft. You shall have the right, but not an obligation, to require that the policies of insurance include a paid premium endorsement and coverage for war and confiscation risk. I understand and agree that I have the right to purchase insurance from the person, agency or company of my choice or to provide insurance through an existing policy of mine, but that the form, content and coverage (including, without limitation, the amount of any deductible or coinsurance) of all insurance policies on the Aircraft and the insurance companies issuing the policies must be acceptable to you. I will promptly deliver to you a complete copy of all insurance policies on the Aircraft and of all endorsements, amendments and replacements thereto that may be issued from time to time. I agree that all proceeds of any insurance on the Aircraft will be paid to you and that you may either use those proceeds to pay for repairs to the Aircraft, if you determine in your discretion that it is repairable, or you may apply those proceeds to the amounts that I owe that are secured by this Agreement and pay any remaining proceeds to me.

11. Failure to Perform. If I fail to promptly perform any of my obligations under the Promissory Note or this Agreement, then you may (but are not required to) perform them on my behalf, in addition to your other rights and remedies under the Promissory Note and this Agreement. I agree to repay you in full on demand for all amounts that you spend in performing my obligations, plus a **FINANCE CHARGE** on those amounts calculated until payment at the applicable **ANNUAL PERCENTAGE RATE** described in the Promissory Note. I also agree that my obligation to repay any amounts that you spend in performing on my behalf under the Promissory Note or this Agreement, and the **FINANCE CHARGE** on those amounts, will be secured by the security interest granted by this Agreement.

12. Evidence of Title and Transfer or Encumbrance of Aircraft. I agree, upon your demand at any time during the term of this Agreement, to furnish evidence satisfactory to you that the records of the FAA show the Aircraft to be registered in my name and that title is free of all security interests, liens and encumbrances, except for the lien of this Agreement, and agree at my expense to take all steps that may be necessary to cause any other ownership or security interests, liens or encumbrances, if any, to be removed. I further agree that I will not in any way sell, lease, transfer, grant a security interest in, or otherwise dispose of the Aircraft or of any of my rights in the Aircraft, or grant or permit to exist any other liens, charges, encumbrances or interests on or in the Aircraft, without first obtaining your express written consent. In the event that I do so (whether or not I comply with my obligation to obtain your prior consent), I will use the proceeds to immediately pay you all sums that I owe you under the Promissory Note and this Agreement, and

under any other contracts or agreements between us (both present and future), and until I have paid you all such amounts, I will hold all proceeds in trust for you and I will not commingle the proceeds with any other funds that I may have or use the proceeds for any other purpose other than as trustee for you.

13. Default. I understand and agree that the occurrence of any one or more of the following events or conditions will constitute a "default" that will automatically entitle you, at your option, to all of your default rights and remedies against me: (a) I fail to make any payment under the Promissory Note, this Agreement or under any other contract or agreement between us (both present and future) promptly when it is due; (b) I fail to perform on time any of my obligations, agreements or promises under the Promissory Note, this Agreement or under any other contract or agreement between us (both present and future); (c) if I am a corporation, limited liability company, partnership or the like, my legal existence is terminated or expires for any reason; (d) I cease doing business as a going concern, file for dissolution or liquidate substantially all of my assets; (e) I become insolvent or unable to pay my debts as they come due, or file or have filed against me any petition for bankruptcy, reorganization, receivership, assignment for the benefit of creditors, or for any similar action, or seek or have any similar relief sought against me; (f) I allow any material adverse change to occur in my financial condition for any reason; (g) I, or any other person, misuse, abandon or destroy the Aircraft or allow the Aircraft to decrease in value (except for normal wear and tear); (h) the Aircraft is seized, levied upon, attached, subjected to any writ or warrant or comes into the possession of any judicial officer, or is threatened with any such action; (i) any of my guarantors, if any, attempts to terminate its guarantee or does or allows to be done any one or more of the occurrences described in this paragraph as an event or occurrence of default; (j) I attempt to assign or transfer an interest in the Aircraft or in any of my rights under this Agreement to another party without your prior written consent; (k) there is any material impairment of your prospects for receipt of payment of all sums due from me under the Promissory Note or this Agreement or under any other contract or agreement between us (both present and future) or of my ability to perform each and every one of my obligations, agreements or promises under the Promissory Note or this Agreement or under any other contract or agreement between us (both present and future) or there is any material impairment of the value or priority of your security interest granted by this Agreement for any reason; (l) there is any material breach of the representations or warranties that I have made in this Agreement or in the Promissory Note; (m) any competing lien or security interest is created or permitted to continue, or any financing statement, security agreement or lien claim is filed against the Aircraft without your prior written consent, even though the competing security interest, lien claim or financing statement is junior to or filed after yours; (n) I fail to keep the Aircraft adequately insured at all times as required by this Agreement or become delinquent in making premium payments for such insurance; (o) I, or any person exercising control over the Aircraft, fail or refuse to allow you to inspect the Aircraft upon demand at any reasonable time; (p) you, in good faith, believe that there is an impairment of the prospect of my complete and timely performance under the Promissory Note, this Agreement or under any other contract or agreement between us (both present and future), or of your ability to protect your interests under this Agreement by reliance on your rights to recover the Aircraft. I also understand and agree that you will not be required to make a formal declaration that one of the foregoing events or conditions of default has occurred, nor will it be necessary for you to give me oral or written notice of a default before you are entitled to exercise your rights and remedies against me.

14. Acceleration of Payment Obligations on Default. If I am in any way in default under the Promissory Note or under this Agreement or if any event or condition of default as described in Paragraph 13 has occurred, I understand and agree that you shall be automatically entitled, at your option, to take possession of the Aircraft and to the full and immediate payment of all amounts that I owe you under the Promissory Note and this Agreement (less any credit that may be required by applicable law for prepayment). I understand and agree that if an event or condition of default occurs, your rights, available at your option, to take possession of the Aircraft and to receive full and immediate payment of all amounts that I owe you under the Promissory Note and this Agreement are not conditioned upon your giving me any notice of the occurrence of the event or condition of default or upon your making an oral or written demand upon me for immediate possession or payment. Notwithstanding any notice of default or demand that you may choose to give me, I agree that I will have no right to cure any default under the Promissory Note or this Agreement unless you agree in writing to give me that right. All amounts that I owe under the Promissory Note or this Agreement will continue to accrue a **FINANCE CHARGE** at the applicable **ANNUAL PERCENTAGE RATE** described in the Promissory Note until I have paid those amounts in full.

15. Additional Collateral; Cross Security and Cross Default. I agree that if at any time during the term of this Agreement you, in good faith, believe that there is an impairment of the prospect of my complete and timely performance of any of my obligations under the Promissory Note or this Agreement or under any other contract or agreement between us (both present and future), or of your ability to protect your interests under this Agreement by reliance on your rights to recover the Aircraft, I will, at your request, provide such additional collateral as you shall require to provide further security for the performance of all of my obligations under the Promissory Note and this Agreement and under any other contract or agreement between us (both present and future). I will execute all documents and instruments that are required to perfect your security interest in such additional collateral. I also agree that the security interest granted by this Agreement and the security interest in any such additional collateral will secure not only all of my debts and obligations to you under the Promissory Note and this Agreement, but also all of my debts and obligations to you under any other contracts or agreements between us (both present and future). I understand and agree that I may enter into future financing agreements with you, and it is my specific intent that any debt or other obligation that I owe you under any such future agreement will

also be secured by the security interest granted by this Agreement and by the security interest in any additional collateral obtained pursuant to this paragraph. I understand and agree that you have no duty to enter into any future financing agreements with me or to make any further advances to me whatsoever. I agree that a default under the Promissory Note or under any other contract or agreement between us (both present and future) will be a default under this Agreement. I also agree that a default under this Agreement will be a default under the Promissory Note and under any other contract or agreement between us (both present and future). I understand and agree that the release of your security interest in any aircraft covered by some other contract or agreement between us (both present and future), which aircraft serves as cross collateral to secure my obligations to you under the Promissory Note and this Agreement or under any other contract or agreement between us (both present and future), shall not in any way waive any of your rights under this Agreement to enforce your security interest granted by this Agreement. I also understand and agree that the release of your security interest granted by this Agreement shall not in any way waive your rights to enforce a security interest granted by any other contract or agreement between us (both present and future) in any other aircraft.

16. Repossession of Aircraft. The references to the "Aircraft" in this Paragraph 16 and in Paragraphs 17 and 18 include any other property that secures my performance under the Promissory Note, this Agreement or under any other contract or agreement between us (both present and future). If I am in any way in default under the Promissory Note, this Agreement or under any other contract or agreement between us (both present and future), you may take the Aircraft without demand or notice to me and without my permission (my rights to demand, notice and consent to repossession being hereby expressly waived) and without any court action or order. You may enter my property or any other property to take the Aircraft, so long as you do so lawfully and peacefully, and you may remove the Aircraft to any place you determine, or you may require me to deliver the Aircraft to you at Wichita, Kansas, or at any other reasonable place you name, and I hereby expressly agree to make such delivery at my expense. In repossessing the Aircraft and in holding and disposing of it after repossession, you will have all of the rights and remedies of a secured party under the Uniform Commercial Code then in effect, in addition to your rights and remedies under this Agreement and the Promissory Note. If the Aircraft contains any property not covered by this Agreement at the time of repossession, I agree that you may take such property provided that you make reasonable efforts to return such property to me after repossession.

17. Sale or Disposition of Repossessed Aircraft. If you repossess the Aircraft, you may sell it at a public or private sale for cash or credit at any place within or without the continental United States, even if the Aircraft is not present at the sale. I agree that a commercially reasonable sale includes, without limitation, selling the Aircraft to the highest cash bidder after you solicit sealed bids from ten (10) or more potential aircraft buyers, listing the Aircraft with a broker, and/or selling the Aircraft in "As-Is, Where-Is" condition when repossessed or after making any repairs you deem necessary. A reasonable time before any sale of the Aircraft, you will send me written notice of the date, time and place of a public sale or the date and time after which a private sale will be held. In no event shall written notice five (5) calendar days in advance of any sale be deemed unreasonable. You may bid for and purchase the Aircraft at any public sale, without giving up any of your rights. I hereby acknowledge your right to execute and deliver to any purchaser of the Aircraft at a sale pursuant to this Agreement, all documents and instruments that may be required to transfer title to the Aircraft to the purchaser. If you choose, you may keep the Aircraft instead of selling it and you will send me written notice that you are doing so, in which case I will not have any further obligations to you under this Agreement.

18. Net Sale Proceeds; Deficiency or Surplus. If you sell the repossessed Aircraft, you may subtract from the sale proceeds all of your expenses of repossessing, transporting, storing, preparing and selling the Aircraft, including, without limitation, the cost of any repairs or refurbishing of the Aircraft that you deem advisable in your sole discretion, all sales commissions, auctioneers' fees, advertising costs, attorneys' fees, court costs, payment of any liens or charges against the Aircraft and all other reasonable expenses incurred by you or on your behalf, to arrive at the "Net Sale Proceeds." If I owe you more under the Promissory Note and this Agreement than the Net Sale Proceeds, I will immediately pay you the deficiency. If I owe you less than the Net Sale Proceeds, I will receive the surplus from you. I agree that you may hold any such surplus until payment in due course without accruing any obligation to pay interest thereon.

19. Reimbursement of Expenses. If you incur any expenses to collect a deficiency or any other amounts that I owe you, or to otherwise enforce or defend any of your rights under the Promissory Note or this Agreement or with respect to the Aircraft, I will reimburse you, hold you harmless and indemnify you for those expenses, including, without limitation, your attorneys' fees, court costs and any other expenses that you incur relating to the Aircraft, and such sums may, in your sole discretion, be added to the AMOUNT FINANCED under the Promissory Note and, if so added, shall bear interest at the applicable ANNUAL PERCENTAGE RATE described in the Promissory Note until I make full reimbursement to you

20. No Waiver by Estoppel. I agree that it is essential to you that I perform all of my obligations under the Promissory Note and this Agreement completely and on time. You will not waive any of your rights under this Agreement or the Promissory Note by accepting any late or partial payments or performances from me, by accepting any substitute performances or by delaying the enforcement of any of your rights on any occasion. I agree that no purported waiver of your rights against me will be effective unless it is expressly granted in a writing signed by you.

21. Assignment of Agreement. I agree that I may not assign or transfer this Agreement, or any of my rights under this Agreement, without first obtaining your written consent, and that any attempted assignment will be void and of no effect. You may assign or transfer this Agreement, or any of your rights under this Agreement, to anyone you choose at any time without my consent. Anyone to whom you assign or transfer this Agreement will have the same rights, immunities and remedies under this Agreement as you have. I will pay all money due under this Agreement to any such assignee without recoupment, setoff or counterclaim, either in law or in equity.

22. Authority, Effect and Benefit of Agreement. If I am a corporation, partnership, limited liability company or the like, I, and the undersigned individual signing on my behalf, represent and warrant that I have full authority to enter into this Agreement and the Promissory Note, and that the execution, delivery and performance hereof and thereof will not violate my charter, articles of organization, by-laws, operating agreement, or similar organizational documents, or any law, regulation or agreement with third parties to which I or my property may be subject, and that all corporate, company or similar organizational action (including, without limitation, director, stockholder, member, management committee, or similar action, if required) has been taken that is necessary or appropriate to make this Agreement and the Promissory Note binding upon me and enforceable in accordance with their respective terms. If I am a trustee, I represent and warrant that I have full authority to enter into this Agreement and the Promissory Note and that the execution, delivery and performance hereof and thereof will not violate any trust agreement or similar document or any law, regulation or agreement with third parties to which I or the property I hold in trust may be subject and that all action has been taken that is necessary or appropriate to make this Agreement and the Promissory Note binding upon me and enforceable in accordance with their respective terms. All of the provisions of this Agreement will be binding on my heirs, legal representatives and successors, and upon anyone to whom I assign or transfer this Agreement (whether or not I comply with my obligation to obtain your prior consent), and will accrue to the benefit of your legal representatives, successors, and to anyone to whom you assign or transfer this Agreement.

23. Entire Agreement; Modification of Agreement. The Promissory Note and this Agreement and any annexes and attachments referenced therein or herein contain our entire agreement, and no oral agreements or statements will be effective or binding on either of us. We agree that the provisions of the Promissory Note and this Agreement can only be amended or changed by a written document signed by both of us, including, without limitation, signatures affixed pursuant to a valid power of attorney.

24. Notices. Any notice that you send me in connection with this Agreement may be sent either by first class U.S. mail, postage prepaid, or by private or government overnight delivery service or by electronic facsimile transmission either to my address shown on this Agreement, or to any other address of which I have notified you in writing, and will be effective when you send the notice, even if my address has changed. I assume full responsibility for notifying you, in writing, of any change in my address.

25. Cumulative Remedies. You may enforce or pursue any one or more of your rights or remedies under the Promissory Note and this Agreement without giving up any other of your rights or remedies. I will not be released from my obligations to you, even if you have repossessed and sold the Aircraft, until I have paid you all amounts and performed all duties that I owe under the Promissory Note and this Agreement.

26. Responsibility for Use, Operation and Maintenance of Aircraft. I agree that I am solely responsible for the use, operation and maintenance of the Aircraft, regardless of who uses, operates or maintains it. If you are sued or are otherwise required to pay any damages or other amounts to anyone because of death, personal injury or property damage or any other loss of any kind whatsoever, caused by any use, operation or maintenance of the Aircraft, I will reimburse you, hold you harmless and indemnify you for all liability, loss, damage or expense, including, without limitation, your expenses in defending any lawsuit or other proceeding, including reasonable attorneys' fees and court or similar costs.

27. Financing Statements and FAA Documents. You may file copies of the Promissory Note and this Agreement with any public authority you deem appropriate. You are also authorized to file any Uniform Commercial Code financing statements relating to the Aircraft and file a copy of this Agreement as a financing statement with any jurisdiction you deem necessary to protect your interests. At your request, I will sign and furnish any additional documents that are needed to properly perfect your security interest, register the Aircraft or file or record this Agreement and any amendments, extensions, supplements, modifications or replacements hereto. I will also reimburse you for your expenses in connection with preparation or filing of financing statements, registering the Aircraft and filing or recording this Agreement and any amendments, modifications, supplements or replacements to this Agreement.

28. Citizenship. I am a citizen of the United States as defined in 49 U.S.C. § 40102(a)(15), as amended (a "Citizen"), or a lawfully admitted permanent resident of the United States or otherwise qualified to register the Aircraft for operation and navigation within the United States. If I am a corporation (other than a corporation that is a Citizen) and I am required by FAA regulations to submit reports to the FAA regarding the use of the Aircraft within the United States, I agree to send you copies of such reports when I send them to the FAA. If I am not a Citizen, I warrant that I have notified you of that fact in writing just prior to the date of this Agreement. If I am a Citizen on the date of this Agreement, but cease to be at any time during the term of this Agreement, I will immediately notify you in writing.

29. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF KANSAS, WHERE IT WILL BE DELIVERED, ACCEPTED, EXECUTED AND PERFORMED IN PART BY YOU, IF YOU ACCEPT IT, AND WHERE IT IS PAYABLE.

30. Invalid Provisions. If any provisions of this Agreement are invalid or cannot be enforced for any reason, the remainder of this Agreement will stay in effect. Any provisions of this Agreement that are contrary to applicable law will be considered to be modified to the extent required to conform with the law, if possible, and otherwise omitted from this Agreement. It is not the intention of either of us to charge or pay a **FINANCE CHARGE** in excess of the amount permitted under applicable law. If some court of competent jurisdiction should determine that the **ANNUAL PERCENTAGE RATE** charged exceeds the maximum permitted **ANNUAL PERCENTAGE RATE**, any excess payment shall be applied to the reduction of the unpaid principal balance of the **AMOUNT FINANCED** or, if the obligation shall have been paid in full, such excess shall be refunded to me

31. Headings and Corrections. The headings in this Agreement are for our convenience only and will not be used to interpret or change the provisions of this Agreement in any way. You may correct patent errors in this Agreement and fill in blanks such as serial and loan numbers, dates and the like.

32. Joint Borrowers. If more than one person has signed this Agreement as Borrower, they are jointly and severally responsible to perform and liable for all obligations under this Agreement, and "I," "me," "my" and "mine" as used in this Agreement mean each and all of them.

33. No Agency or Other Relationships Created. I understand, acknowledge and agree that, except as expressly provided to the contrary in this Agreement, you are not, and will not be, my agent for any purpose whatsoever, including, without limitation, for the purpose of investigating or verifying the condition of or title to the Aircraft. I further understand, acknowledge and agree that I am not your agent for any purpose whatsoever, including, without limitation, for any purpose relating to the care, maintenance or operation of the Aircraft. I also understand, acknowledge, and agree that this Agreement does not create a partnership, joint venture, corporation, limited liability company, or other association between us.

34. No Legal or Tax Advice. I understand and acknowledge that this Agreement, the Promissory Note and any other documents related to this transaction contain legally binding provisions, that I have had the opportunity to consult with an attorney, and that I have either consulted with an attorney or consciously decided not to consult with an attorney. I further understand and acknowledge that this transaction may have federal, state, or local tax implications, that I have had the opportunity to consult with a tax professional, and that I have either consulted with a tax professional or consciously decided not to consult with a tax professional. I also understand and acknowledge that neither you nor your attorneys or accountants have provided me with any legal and/or tax advice and that no attorney-client or other professional relationship exists between us.

NOTICE TO BORROWER(S):

- 1. DO NOT SIGN THIS AGREEMENT BEFORE READING IT OR IF IT CONTAINS ANY BLANK SPACE.**
- 2. BORROWER IS ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT.**

I HAVE READ THIS ENTIRE AGREEMENT AND HAVE RECEIVED A COPY OF IT.

Husky Aircraft Sales, LLC
BORROWER(S)

BY: CESSNA FINANCE CORPORATION, ATTORNEY-IN-FACT

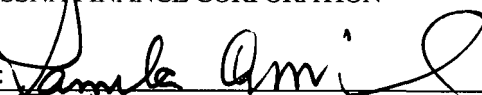
By:  Assistant Secretary
(Signature) (Title)

By: _____
(Signature) (Title)

By: _____
(Signature) (Title)

By: _____
(Signature) (Title)

CESSNA FINANCE CORPORATION

By:  Assistant Secretary
(Signature) (Title)

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2008 MAY 13 PM 12 02
OKLAHOMA CITY
OKLAHOMA

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

UNITED STATES REGISTRATION NUMBER **N 13BF**

AIRCRAFT MANUFACTURER & MODEL
Aviat Aircraft Inc A-1C

AIRCRAFT SERIAL No. **3021**

CERT. ISSUE DATE

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.)
Husky Aircraft Sales, LLC

TELEPHONE NUMBER: (**914**) **525-5891**

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

Number and street: _____

Rural Route: _____

P.O. Box: _____

CITY Afton	STATE WY	ZIP CODE 83110
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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 CESSNA FINANCE CORPORATION ATTORNEY-IN-FACT Assistant Secretary	DATE
	SIGNATURE Pamela A. McEashern	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.

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2008 MAY 13 PM 12 02
OKLAHOMA CITY
OKLAHOMA

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2008 MAY 13 PM 12 02
OKLAHOMA CITY
OKLAHOMA

MEMORANDUM TO THE FILE

MONICA OWENS

ID

04/23/2008

DATE

A Prior Record search was performed for AVIAT AIRCRAFT INC A-1C, 3021 on 4/23/2008. Search results:

No Prior Record

Assigned N13BF



U.S. Department
of Transportation
**Federal Aviation
Administration**

Flight Standards Service
Aircraft Registration Branch, AFS-750

P.O. Box 25504
Oklahoma City, Oklahoma 73125-0504
(405) 954-4206
Toll Free: 1-866-704-4715
WEB Address: <http://registry.faa.gov>

April 23, 2008

AVIAT AIRCRAFT INC
PO BOX 1240
AFTON WY 83110-1240



Dear Sirs:

United States identification mark N13BF has been assigned to AVIAT AIRCRAFT INC A-1C, serial number 3021, Mode S Transponder Code 50074367 as requested by Aviat Aircraft Inc. This manufacturer's assignment of special registration number cannot be used as an authorization for a number change.

If we may be of further assistance, please contact the Aircraft Registration Branch at (405) 954-4206 or toll free 1-866-704-4715.

Sincerely,

Legal Instruments Examiner
Aircraft Registration Branch

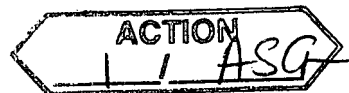
AVIAT AIRCRAFT INC.

672 South Washington
P.O. Box 1240
Afton, WY 83110
307-885-3151
facsimile: 307-885-9674
e-mail: aviat@aviataircraft.com

Accepted MO Apr/23/2008

FAA Aircraft Registry
AFS-753
P.O. Box 25504
Oklahoma City, OK 73125
Phone # 405-954-4206
Fax # 405-954-8068

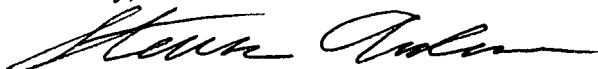
04-15-2008



- ① 1. Please assign N number N13BF to our New Aviat Aircraft Inc. Model Husky A-1C serial number 3021.
2. Please assign N number N121BJ to our New Aviat Aircraft Inc. Model Husky A-1C serial number 3024.

If you have any questions please call me ASAP.

Sincerely,



Steve Anderson
Director
Aviat Aircraft Inc.

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2008 APR 18 PM 12 32
OKLAHOMA CITY
OKLAHOMA