

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 331JE		SERIAL NUMBER 49078	
MANUFACTURER BELL		MODEL 430	
DATE OF ISSUANCE 09/06/2013	DATE OF EXPIRATION 09/30/2019	TYPE OF REGISTRATION CORPORATION	
ENTER REGISTERED OWNER(S) & ADDRESS FROM FAA FILE (Owner 1) <u>HYPERION AIR LLC</u> (Owner 2) _____ Note: Enter any additional owner names on page two. (Address) _____ (Address) _____ City <u>ST THOMAS</u> State <u>VI</u> Zip <u>00802-1348</u> Country <u>VIRGIN ISLANDS USA</u> Physical Address: Required when mailing address is a P.O. Box or mail drop. (Address) _____ (Address) _____ City _____ State _____ Zip _____ Country _____		HELPFUL INFORMATION Review Aircraft Registration File Information for this aircraft at: http://registry.faa.gov/aircraftinquiry . Assistance may be obtained at our web page: http://registry.faa.gov/renewregistration , by e-mail at: faa.aircraft.registry@faa.gov , or by telephone at: _____ 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.	
TO RENEW REGISTRATION: <u>REVIEW</u> aircraft registration information, <u>SELECT</u> the appropriate statement, <u>ENTER</u> any change in address in the spaces below, <u>SIGN, DATE, & SEND</u> form with the \$5 renewal fee to the: FAA Aircraft Registry, PO Box 25504, Oklahoma City OK 73125-0504, or by courier to: 6425 S Denning Rm 118, Oklahoma City OK 73169-6937			
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)	PRINTED NAME OF SIGNER (required field)	TITLE (required field)	DATE
Electronically Certified by Registered Owners			4/13/2016
SIGNATURE OF OWNER 2	PRINTED NAME OF SIGNER	TITLE	DATE

Use page 2 for additional signatures.

Fee paid: \$5 (201604131624324776NB)



U.S. Department
of Transportation

**Federal Aviation
Administration**

Flight Standards Service
Aircraft Registration Branch,
AFS-750

[REDACTED]
Oklahoma City, Oklahoma 73125-0504

[REDACTED]
WEB Address: <http://registry.faa.gov>

Date of Issue: September 9, 2013

HYPERION AIR LLC
[REDACTED]
ST THOMAS, VI VI 00802-1348

Fax [REDACTED]

ATTENTION: HYPERION AIR LLC, MANAGER

T136229 This facsimile must be carried in the Aircraft as a Temporary Certificate of
Registration for

N331JE BELL 430 Serial 49078 and is valid until Oct 09, 2013.

This is not an airworthiness certificate. For airworthiness information, contact the nearest
Federal Aviation Administration Flight Standards District Office.

[REDACTED] for
Manager, FAA Aircraft Registry, AFS-750
Federal Aviation Administration

DECLARATION of INTERNATIONAL OPERATIONS

N331JE

The undersigned owner of aircraft N N331JE, Manufacturer Bell
Model 430 430 Serial Number 49076 49076

declares that this aircraft is scheduled to make an international flight¹ on 9/10/2013 9-10-13
(date)

as flight Number Private 331 departing St Thomas USVI TIST St Thomas USVI
(City State)
with a destination of St Barthelemy (St Barts) France TEEJ SBH
(City State)

*If required route between two points in the United States involves international navigation, explain under Comments below, e.g. "partly over Canada" or "partly in international air space."

Expedited registration in support of this international flight is requested this
9th day of September 2013 with knowledge that:

Whoever, in any matter within the jurisdiction of the executive branch of the Government of the United States, knowingly and willfully makes or uses any false writing or document knowing the same to contain any materially false, fictitious or fraudulent statement of representation shall be fined under Title 18 United States Code or imprisoned not more than 5 years, or both, 18 U.S.C. §1001(a).

Name of Owner Hyperion Air LLC Hyperion Air LLC
Signature [Redacted]
Typed Name and Title of Signer Manager Manager
Phone: 917 868 5145 Fax: 846 350 0954

Comments:
Please expedite if possible. Bartholemy

AFS-750-DIO-1 (02/12)

EFTA



FILED WITH FAA
AIRCRAFT REGISTRATION BR
2013 SEP 9 PM 9 45
OKLAHOMA CITY
OKLAHOMA

Accepted CK Sep/06/2013

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

UNITED STATES REGISTRATION NUMBER **N331JE**

AIRCRAFT MANUFACTURER & MODEL
Bell 430

AIRCRAFT SERIAL No. **49078**

CERT: ISSUE DATE

FOR FAA USE ONLY

TYPE OF REGISTRATION (Check One box)

1. Individual 2. Partnership 3. Corporation **Limited Liability Company/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.)

HYPERION AIR, 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:

Rural Route:

P.O. Box:

CITY

STATE

ZIP CODE

St. Thomas

USVI

00802

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

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

CERTIFICATION

I/WE CERTIFY:

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

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

CHECK ONE AS APPROPRIATE:

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

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

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

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

TYPE OR PRINT NAME BELOW SIGNATURE

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.	SIGNATURE	TITLE	DATE
	SIGNATURE	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 RINK copy of this application must be carried in the aircraft.

OKLAHOMA CITY
OKLAHOMA
2013 AUG 13 AM 7 39
FILED WITH FAA
AIRCRAFT REGISTRATION BR

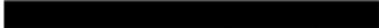
OKLAHOMA CITY
OKLAHOMA
2013 AUG 13 AM 7 39
AIRCRAFT REGISTRATION BR

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	N331 JE
Aircraft Manufacturer & Model	Bell 430
AIRCRAFT SERIAL NUMBER	49078

DOES THIS 12th DAY OF AUGUST, 2013, HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:

PURCHASER	NAME AND ADDRESS (IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL) HYPERION AIR, LLC  St. Thomas, USVI 00802
	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 WE HAVE SET OUR HAND AND SEAL THIS 12th DAY OF AUGUST, 2013.

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

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

ORIGINAL: TO FAA

132250804062
\$5.00 08/13/2013

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2013 AUG 13 AM 7 39
OKLAHOMA CITY
OKLAHOMA



U.S. Department
of Transportation

**Federal Aviation
Administration**

Flight Standards Service
Aircraft Registration Branch,
AFS-750

[Redacted]
Oklahoma City, Oklahoma 73125-0504
[Redacted]
WEB Address: <http://registry.faa.gov>

Date of Issue: June 28, 2012

HYPERION AIR INC
[Redacted]

WILMINGTON, DE 19803-3742
[Barcode]

HAND DELIVERED TO IATS IN THE PD ROOM

T124248 This facsimile must be carried in the Aircraft as a Temporary Certificate of
Registration for

N331JE BELL 430 Serial 49078 and is valid until Jul 28, 2012.

This is not an airworthiness certificate. For airworthiness information, contact the nearest
Federal Aviation Administration Flight Standards District Office.



for

Manager, FAA Aircraft Registry, AFS-750
Federal Aviation Administration

DECLARATION of INTERNATIONAL OPERATIONS

The undersigned owner of aircraft N 331JE, Manufacturer Bell
Model 430 Serial Number 49078
declares that this aircraft is scheduled to make an international flight* on July 3rd, 2012,
(date)
as flight Number Private departing West Palm Beach, Florida KPBI
(City/State)
with a destination of St Thomas, U.S.V.I. TIST/STT
(City/Country)

*[If required route between two points in the United States involves international navigation, explain under Comments below, e.g. "partly over Canada" or "partly in international airspace".]

Expedited registration in support of this international flight is requested this
2nd day of July 20 12 with knowledge that:

Whoever, in any matter within the jurisdiction of the executive branch of the Government of the United States, knowingly and willfully makes or uses any false writing or document knowing the same to contain any materially false, fictitious or fraudulent statement of representation shall be fined under Title 18 United States Code or imprisoned not more than 5 years, or both. 18 U.S.C. §1001(a).

Name of Owner Hyperion Air Inc
[Redacted] Director of Aviation
Signature [Handwritten Signature]
Typed Name and Title of Signer Director of Aviation
Phone: [Redacted] Fax: [Redacted]

Comments:

This is a ferry flight from West Palm Beach Florida, with stops in Nassau Bahamas, Great Exuma, Bahamas, Grand Turk, Dominican Republic, Puerto Plata, and Punta Cana, and final destination of St Thomas, USVI,.

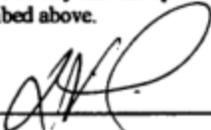
Please send FTW to IATS

Return Certificate of Registration to
I.A.T.S.
AFS-750-DIO-1 (02/12)

Return Certificate of Registration to
I.A.T.S.

[Faint, illegible text]

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2012 JUN 28 AM 8 29
OKLAHOMA CITY
OKLAHOMA

 U.S. Department of Transportation Federal Aviation Administration	ASSIGNMENT OF SPECIAL REGISTRATION NUMBERS	Special Registration Number N331JE
	Aircraft Make and Model BELL 430	Present Registration Number N901RL
	Serial Number 49078	Issue Date: Jun 04, 2012
ICAO AIRCRAFT ADDRESS CODE FOR N331JE - 50715123 HYPERION AIR INC [REDACTED] WILMINGTON DE 19803-3742 		This is your authority to change the United States registration number on the above described aircraft to the special registration number shown. Carry duplicate of this form in the aircraft together with the old registration certificate as interim authority to operate the aircraft pending receipt of revised certificate of registration. Obtain a revised certificate of airworthiness from your nearest Flight Standards District Office. The latest FAA Form 8130-6, Application For Airworthiness on file is dated: Apr 26, 2001 The airworthiness classification and category: STD TRANSP
INSTRUCTIONS: SIGN AND RETURN THE ORIGINAL of this form to the Civil Aviation Registry, AFS-750, within 5 days after the special registration number is placed on the aircraft. A revised certificate will then be issued. The authority to use the special number expires: Jun 04, 2013		
CERTIFICATION: I certify that the special registration number was placed on the aircraft described above. Signature of Owner:  Title of Owner: <i>Director of Aviation</i> Date Placed on Aircraft: <i>06/25/2012</i>	RETURN FORM TO: Civil Aviation Registry, AFS-750 [REDACTED] Oklahoma City, Oklahoma 73125-0504	

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

Return Certificate of Registration to I.A.T.S.

Return Certificate of Registration to I.A.T.S.

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2012 JUN 28 AM 8 29
OKLAHOMA CITY
OKLAHOMA

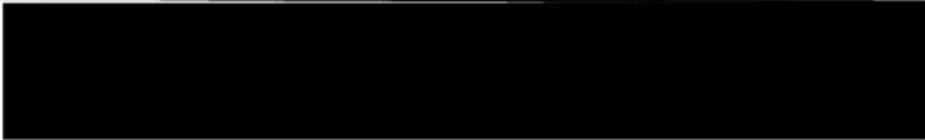
I

A

Insured Aircraft Title Service, Inc.

T

S



FEDERAL AVIATION ADMINISTRATION
CENTRAL RECORDS DIVISION
OKLAHOMA CITY, OKLAHOMA

Date: May 22, 2012

Dear Sir/Madam:

ACTION
I NCG

Please Reserve N _____ in NAME ONLY for:

N# Change Request

Please Reserve N ²331JE* and assign for the following aircraft:

N 901RL Make Bell Model 430 Serial # 49078

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

Hyperion Air Inc.

Payment of the required \$10.00 fee per number to reserve/assign is attached. If the preferred N number is not available, please contact the undersigned for a selection of a new number. Please send the confirmation of reservation/8050-64 form to Insured Aircraft Title Service, Inc. in the Public Documents room of the FAA.

Additional Information: * See attached relinquishment

Requested by: _____



121431556307
\$20.00 05/22/2012

20-

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2012 MAY 22 PM 3 38
OKLAHOMA CITY
OKLAHOMA

Accepted PH Mar/26/2012

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION-MIKE MONRONEY AERONAUTICAL CENTER AIRCRAFT REGISTRATION APPLICATION
UNITED STATES REGISTRATION NUMBER N 901RL
AIRCRAFT MANUFACTURER & MODEL Bell 430
AIRCRAFT SERIAL No. 49078

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.)

Hyperion Air, Inc.

TELEPHONE NUMBER: ()

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

Number and street: _____

Rural Route: _____

P.O. Box: _____

CITY Wilmington	STATE Delaware	ZIP CODE 19803
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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 <i>Darren Indyke</i>	TITLE Corporate Secretary	DATE 3/6/12
	SIGNATURE <i>Darren Indyke</i>	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
AFT REGISTRATION BR
2012 MAR 6 PM 11 16
OKLAHOMA CITY
OKLAHOMA

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

FOR AND IN CONSIDERATION OF \$ 1.00 & OTHER VALUABLE CONSIDERATIONS THE UNDERSIGNED OWNER(S) OF AN UNDIVIDED INTEREST IN THE LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:

UNITED STATES
REGISTRATION NUMBER **N901RL**

AIRCRAFT MANUFACTURER & MODEL **BELL 430**

AIRCRAFT SERIAL No. **49078**

DOES THIS **10** DAY OF **MARCH**, 2012
HEREBY SELL GRANT, TRANSFER AND DELIVER ALL RIGHTS,
TITLE, AND INTERESTS IN AND TO AN UNDIVIDED 100%
INTEREST IN 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.)

HYPERION AIR INC

**WILMINGTON
DELAWARE
19803
USA**

OWNING
an undivided 100% Interest

DEALER CERTIFICATE NUMBER

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

IN TESTIMONY WHEREOF WE HAVE SET OUR HAND AND SEAL THIS **10** DAY OF **MARCH**, 2012

SELLER

NAME (S) OF SELLER (TYPE OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR AN INDIVIDUAL, SIGNATURE)	TITLE (TYPED OR PRINTED)
BOVALE DEVELOPMENTS INC (OWNER TRUSTEE)		Director

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

ORIGINAL: TO FAA

120661116435
\$5.00 03/06/2012

OKLAHOMA CITY
OKLAHOMA
2012 MAR 6 PM 11 16
FILED WITH FAA
RAFT REGISTRATION BR

DECLARATION
OF
INTERNATIONAL OPERATIONS

PRIORITY

Bovale Developments Inc, the undersigned owner of the Bell 430 aircraft with aircraft manufacturer's serial number 49078 and registration mark N901RL declares that this aircraft is scheduled to make an international flight on6 October 2010..... as flight Number (not applicable) departingEGLK Blackbush, UK..... with a destination of EGHR Goodwood, UK.....

Expedited registration in support of this international flight is requested this 30th day of September, 2010 with knowledge that:

Whoever, in any matter within the jurisdiction of the executive branch of the government of the United States, knowingly and wilfully makes or uses any false writing or document knowing the same to contain any materially false, fictitious or fraudulent statement of representation shall be fined under title 18 United States Code, or imprisoned not more than 5 years, or both. 18 U.S.C. §101 (a).

Name of Owner Bovale Developments Inc – Owner Trustee

JL

Signature _____

Typed Name and Title of Signer: [REDACTED], Secretary

Comments: This aircraft is based and continuously used outside of the United States. The aircraft is grounded until the Temporary certificate by wire is received.

Filed by

[REDACTED]

* Please fax flight wire to 405-684-5080 *

PRIORITY

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2010 OCT 5 PM 9 53
OKLAHOMA CITY
OKLAHOMA

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION- MIKE MONRONEY AERONAUTICAL CENTER AIRCRAFT REGISTRATION APPLICATION	
UNITED STATES REGISTRATION NUMBER	N901RL
AIRCRAFT MANUFACTURER & MODEL	BELL 430
AIRCRAFT SERIAL No.	49078

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.)

BOVALE DEVELOPMENTS INC (OWNER TRUSTEE)

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: [REDACTED]

Rural Route:

P.O. Box:

CITY	STATE	ZIP CODE
WILMINGTON	DELAWARE	19808

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.	TYP	TITLE	DATE
	[REDACTED]	DIRECTOR	9/28/10
	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
2010 OCT 5 AM 9 53
OKLAHOMA CITY
OKLAHOMA

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

AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF \$ 1.00 + 0.00 THE
 UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND
 BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS
 FOLLOWS:

UNITED STATES REGISTRATION NUMBER **N901RL**

AIRCRAFT MANUFACTURER & MODEL
 Bell 430

AIRCRAFT SERIAL No. **102780958185**
\$5.00 10/05/2010

DOES THIS 28th DAY OF September, 2010
 HEREBY SELL, GRANT, TRANSFER AND
 DELIVER ALL RIGHTS, TITLE, AND INTERESTS
 IN AND TO SUCH AIRCRAFT UNTO:

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

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.)
 Bovale Developments Inc (Owner Trustee)
 [REDACTED]
 Wilmington
 Delaware
 DE19808

DEALER CERTIFICATE NUMBER

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

IN TESTIMONY WHEREOF 1 HAVE SET MY HAND AND SEAL THIS 28th DAY OF SEPT, 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)
		Bovale Limited as foreign Owner	[REDACTED]

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

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2010 OCT 5 PM 9 53
OKLAHOMA CITY
OKLAHOMA

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

AIRCRAFT BILL OF SALE

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

UNITED STATES **N** 901RL
REGISTRATION NUMBER

AIRCRAFT MANUFACTURER & MODEL
BELL 430

AIRCRAFT SERIAL No.
49078

DOES THIS 27 DAY OF SEPTEMBER, 2010
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.)
Bovale Ltd.
4 Bellmont
SHROPSHIRE SY1 1TE UNITED KINGDOM

DEALER CERTIFICATE NUMBER

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

IN TESTIMONY WHEREOF I HAVE SET my HAND AND SEAL THIS 27 DAY OF SEP 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)
AIRCRAFT GUARANTY HOLDINGS & TRUST		
LLC. TRUSTEE		
BY: DR. CONNIE L. WOOD		PRESIDENT

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

SEP 29 2010

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FILED WITH FAA
AIRCRAFT REGISTRATION BR
2010 SEP 29 AM 11 30
OKLAHOMA CITY
OKLAHOMA

Aircraft Guaranty[®] International Aircraft Title and Trust



The Global Standard

Aircraft Guaranty Corporation
Aircraft Guaranty Management LLC
Aircraft Guaranty Holdings & Trust, LLC
Aircraft Guaranty Management & Trust LLC

Aircraft Guaranty Title & Trust, LLC
Aircraft Guaranty Title, LLC
Aircraft Guaranty Trust, LLC
Aircraft Guaranty Title Corporation

97 ACTION
1 ADA

October 22, 2009

Federal Aviation Administration
Aircraft Registration Branch
POB 25504
Oklahoma City, Oklahoma 73125-0504

Reference Official Chance of Address: Aircraft Guaranty Holdings & Trust, LLC, Trustee

Gentlemen;

This letter is to notify you that "Aircraft Guaranty Holdings & Trust, LLC", as Owner Trustee of the aircraft listed on "Attachment A" to this letter has changed its legal address effective October 22, 2009 from 515 North Sam Houston Parkway East, Suite 305, Houston, Texas 77060 - to:

Aircraft Guaranty Holdings & Trust, LLC, Trustee
POB 2549
(2058 FM 356 North)
Onalaska, Texas 77360 Phone: 1-281-445-7594 - (Remains the same)

Per the requirment the Federal Aviation Regulations FAR 47; it is hereby requested that you change the legal address of the aircraft listed on Attachment A to the new legal address in Onalaska, Texas and issue a revised Certificate of Registration for the listed aircraft.

FOR: AIRCRAFT GUARANTY HOLDINGS & TRUST, LLC

By: 

Enclosure - Attachment A - List of Aircraft registered to Aircraft Guaranty Holdings & Trust, LLC as Owner Trustee



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10-29-09

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2009 OCT 29 PM 1 07
OKLAHOMA CITY
OKLAHOMA

Attachment A

Aircraft Guaranty Holdings & Trust, LLC

<u>Reg</u>	<u>Make</u>	<u>Model</u>	<u>Serial</u>	<u>TRUST #</u>
① N25FP	Beech	A36AT	E-2720	576
② N39941	Piper	PA-32-300	32-784179	580
③ N813SD	Cirrus Design Corp	SR22	1273	581
④ N89109	Cessna	140	8117	584
⑤ N152JP	Beech	V35	D8322	585
⑥ N4708W	Rockwell International	112TCA	13302	588
⑦ N696RY	Yow Richard B	Rotorway Exec 162F	6238	592
⑧ N384C	Cirrus Design Corp	SR22	0427	593
⑨ N750NS	Cessna 750	750	750-0172	595
⑩ N4322Y	Piper	PA-46-310P	46-8408017	596
⑪ N142TS	Bellanca	7KCAB	486-74	597
⑫ N446DC	DIAMOND AIRCRAFT IND INC DA 40		40.446	598
⑬ N363US	Mooney	M20M	27-0336	600
⑭ N1RQ	Piper	PA46-500TP	4697112	601
⑮ N774CD	Cirrus Design Corp	SR22	0786	602
⑯ N9PJ	Cirrus Design Corp	SR22	3240	603
⑰ N155AJ	Cirrus Design Corp	SR22	2439	604

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1 OF 5

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2009 OCT 29 PM 1 07
OKLAHOMA CITY
OKLAHOMA

	Reg	Make	Model	Serial	TRUST #
(18)	N1034D	Mooney	M20R	29-0233	607
(19)	N92156	Piper	PA 46-350P	4622140	608
(20)	N406AJ	Cirrus Design Corp	SR22	1474	609
(21)	N666JG	Cessna	P210N	P210-00657	612
(22)	N29YS	Robinson Helicopter	R22 Beta	2319	614
(23)	N9680Q	Cessna	172M	17265764	618
(24)	N569HP	Piper Aircraft Inc	PA 46-350P	4636424	620
(25)	N1326V	Cessna	R172K	R1722163	621
(26)	N4192C	Diamond Aircraft Ind Inc	DA20-C1	C0431	622
(27)	N4191M	Diamond Aircraft Ind Inc	DA 40	40.769	622
(28)	N4189U	Diamond Aircraft Ind Inc	DA 40	40.768	622
(29)	N4184M	Piper	PA-28R-201	2844062	622
(30)	N4165N	Piper	PA-28R-201	2837055	622
(31)	N4155G	Piper	PA-28R-201	2837017	622
(32)	N4153W	Diamond Aircraft Ind Inc	DA 20-C1	CO425	622
(33)	N4147M	Piper	PA-28R-201	2837016	622
(34)	N4142N	Piper	PA-28R-201	2837012	622
(35)	N4139B	Diamond Aircraft Ind Inc	DA 40	40.770	622
(36)	N4130Y	Diamond Aircraft Ind Inc	DA 20-C1	C0426	622
(37)	N4129T	Diamond Aircraft Ind Inc	DA 20-C1	CO429	622
(38)	N4119B	Diamond Aircraft Ind Inc	DA 20-C1	CO427	622
(39)	N4106G	Diamond Aircraft Ind Inc	DA 40	40.767	622
(40)	N186CB	Piper	PA-46-350P	46-22085	623
(41)	N2085M	Piper	PA-24-200T	34-7870063	624
(42)	N208ER	Bell	206B	4527	627
(43)	N204GX	Mooney	M20R	29-0373	630
(44)	N4ZY	Cirrus Design Corp	SR22	1502	631

AGHT
2 OF 5

	Reg	Make	Model	Serial	TRUST #
(45)	N51JJ	Cessna	525B	525B0068	661
(46)	N165DS	DIAMOND AIRCRAFT IND INC	DA 40	40.540	663
(47)	N475PS	Diamond Aircraft Ind. Inc.	DA 40	40.475	668
(48)	N8KR	Cessna	P210N	P21000709	672
(49)	N61PK	Globe	GC-1B	1031	673
(50)	N542MA	Piper	PA-34-220T	3449242	680
(51)	N363CD	Cirrus Design Corp	SR22	0920	813
(52)	N5193Y	Sikorsky	S-61A	61-184	814
(53)	N98RJ	NORTH AMERICAN	SNJ-5C	90752	817
(54)	N68WC	Piper	PA-31P	31P-74001E	818
(55)	N3755	Mooney	M20E	276	819
(56)	N8327B	Piper	PA-28RT-201T	28R-813107	825
(57)	N152PC	Pilatus	PC-12/45	552	826
(58)	N266RS	Cirrus Design Corp	SR20	1703	827
(59)	N31063	REIMS AVIATION S.A.	Cessna 150K	0567	828
(60)	N153SR	Cirrus Design Corp	SR22	1962	829
(61)	N678CW	Piper	PA-34-200T	34-7870236	830
(62)	N398DL	Cessna	650	650-0098	831

AGHT
4 OF 5

Reg	Make	Model	Serial	TRUST #	
63.	N120WW	Piper	PA46-500TP	4697047	632
64.	N1346Q	Cessna	U206F	U20602891	634
65.	N321CR	Piper	PA 46-350P	4636124	635
66.	N668DS	DIAMOND AIRCRAFT IND INC DA 40		40.368	636
67.	N489PS	Mooney	M20R	29-0489	640
68.	N9744E	Bellanca	17-31 ATC	75-31119	642
69.	N1367K	McCaldin Roy O	SE5A	1	644
70.	N2781K	Luscombe	8E	5508	645
71.	N545CD	Cirrus Design Corp	SR22	1508	648
72.	N900K	Maxfield, John O	Pitts S-1	1JM	649
73.	N211SE	Cirrus Design Corp	SR22	2208	651
74.	N555MS	Eurocopter	EC120B	1580	654
75.	N525RA	Cessna	525	525-0167	654
76.	N42EB	Piper	PA-32RT-300	32R-788514	655
77.	N626N	Beech	B-60	P-545	656
78.	N231MV	Mooney	M20K	25-0457	658
79.	N58756	Boeing	N2S-3	75-7319	659
80.	N138CR	Cirrus Design Corp	SR22	1584	660

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<u>Reg</u>	<u>Make</u>	<u>Model</u>	<u>Serial</u>	<u>TRUST #</u>	
(81)	N977CV	Cirrus Design Corp	SR22	3376	832
(82)	N977CM	Cirrus Design Corp	SR22	3037	832
(83)	N90354	Universal	Globe GC-1B	368	835
(84)	N948SR	Cirrus Design Corp	SR22	2036	836
(85)	N948SR	Cirrus Design Corp	SR22	2036	836
(86)	N948SR	Cirrus Design Corp	SR22	2036	836
(87)	N6028P	Cessna	T182T	T18208536	837
(88)	N5188V	North American	T-6G	49-3198	839
(89)	N9PK	Sukhoi	SU-29	73-04	840
(90)	N333AR	Cirrus Design Corp	SR22	0844	842
(91)	N115T	Commander Aircraft Co	114TC	20035	843
(92)	N491AN	Israel Aircraft Industries	1124	393	845
(93)	N78VE	Mooney	M20R	29-0371	846
(94)	N632RF	SAAB-FAIRCHILD	340A	340A-042	850
(95)	N10SV	EMBRAER	EMB-135BJ	14500974	851
(96)	N229MC	Cessna	550	5500229	877
(97)	N901RL	Bell	430	49078	878

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AIRCRAFT REGISTRATION BR
2009 OCT 29 PM 1 07
OKLAHOMA CITY
OKLAHOMA

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

UNITED STATES
REGISTRATION NUMBER **N901RL**

AIRCRAFT MANUFACTURER & MODEL
Bell 430

AIRCRAFT SERIAL No. **49078**

CERT. ISSUE DATE

II JAN 29 2007

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
* a limited liability company

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

Aircraft Guaranty Holdings & Trust, LLC, Trustee
(FOR: Continent Aircraft Trust No. 878
under trust agreement dated September 21, 2006)

TELEPHONE NUMBER: [REDACTED]

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

Number and street: [REDACTED]

Rural Route:

P.O. Box:

CITY Houston	STATE Texas	ZIP CODE 77060
------------------------	-----------------------	--------------------------

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.	[REDACTED]	TITLE Vice President	DATE 1/26/07
	[REDACTED]	TITLE	DATE
	[REDACTED]	TITLE	DATE
For: Aircraft Guaranty Holdings & Trust, LLC, Trustee			

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.

**ISSUED TEMP CERT OF
REG TO EXPIRE 02/28/07
T 07065770 JATS**

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2007 JUN 26 PM 11 34
OKLAHOMA CITY
OKLAHOMA

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

CONVEYANCE RECORDED
FORM APPROVED
OMB NO. 2120-0042

2007 JAN 29 PM 12 15

FEDERAL AVIATION
ADMINISTRATION

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

UNITED STATES REGISTRATION NUMBER **N** 901RL

AIRCRAFT MANUFACTURER & MODEL
BELL 430

AIRCRAFT SERIAL No.
49078

DOES THIS ^{21st} DAY OF January, 2007
HEREBY SELL, GRANT, TRANSFER AND
DELIVER ALL RIGHTS, TITLE, AND INTERESTS
IN AND TO SUCH AIRCRAFT UNTO:

Do Not Write In This Block
FOR FAA USE ONLY

PURCHASER

NAME AND ADDRESS
(IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL.)
AIRCRAFT GUARANTY HOLDINGS & TRUST, LLC, TRUSTEE
(FOR: CONTINENT AIRCRAFT TRUST NO. 878
UNDER TRUST AGREEMENT DATED SEPTEMBER 21, 2006)
[REDACTED]
HOUSTON, TEXAS 77060

DEALER CERTIFICATE NUMBER

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

IN TESTIMONY WHEREOF we HAVE SET OUR HAND AND SEAL THIS ^{21st} DAY OF January, 2007

SELLER

NAME(S) OF SELLER (TYPED OR PRINTED)	SIGNATURE(S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
BOVALE LTD	[REDACTED]	
BY: [REDACTED]	[REDACTED]	CEO

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

070261137308
\$5.00 01/28/2007

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AIRCRAFT REGISTRATION BR
2007 JAN 26 PM 11 34
OKLAHOMA CITY
OKLAHOMA

PP034607

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

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

CONVEYANCE RECORDED

FOR AND IN CONSIDERATION OF \$18000 THE
UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND
BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS
FOLLOWS:

JAN 29 PM 12 16

UNITED STATES
REGISTRATION NUMBER **N 901RL**

FEDERAL AVIATION
ADMINISTRATION

AIRCRAFT MANUFACTURER & MODEL
Bell 430

AIRCRAFT SERIAL No.
49078

DOES THIS **20** DAY OF **January**, 2007
HEREBY SELL, GRANT, TRANSFER AND
DELIVER ALL RIGHTS, TITLE, AND INTERESTS
IN AND TO SUCH AIRCRAFT UNTO:

Do Not Write In This Block
FOR FAA USE ONLY

PURCHASER
NAME AND ADDRESS
(IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL.)
Bovale Ltd.
Shropshire
SY1 1TE, United Kingdom

DEALER CERTIFICATE NUMBER
AND TO ITS SUCCESSORS ~~EXECUTORS, ADMINISTRATORS, AND ASSIGNS TO HAVE AND TO HOLD~~
SINGULARLY THE SAID AIRCRAFT FOREVER AND WARRANTS THE TITLE THEREOF:

IN TESTIMONY WHEREOF we **20** HAVE SET OUR HAND AND SEAL THIS DAY OF **January**, 2007

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

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
2007 JAN 26 AM 11 34
OKLAHOMA CITY
OKLAHOMA

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

FORM APPROVED
OMB NO. 2120-0042

AIRCRAFT BILL OF SALE

CONVEYANCE RECORDED

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

JAN 29 PM 12 16

FEDERAL AVIATION
ADMINISTRATION

UNITED STATES
REGISTRATION NUMBER **N** 901RL

AIRCRAFT MANUFACTURER & MODEL
Bell 430

AIRCRAFT SERIAL No.
49078

DOES THIS DAY OF January 24, 2007
HEREBY SELL, GRANT, TRANSFER AND
DELIVER ALL RIGHTS, TITLE, AND INTERESTS
IN AND TO SUCH AIRCRAFT UNTO:

Do Not Write In This Block
FOR FAA USE ONLY

PURCHASER

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

Michael Bailey
[REDACTED]
Shropshire
SY1 ITE, United Kingdom

DEALER CERTIFICATE NUMBER

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

IN TESTIMONY WHEREOF I HAVE SET MY HAND AND SEAL THIS 24 DAY OF January, 2007

SELLER

NAME(S) OF SELLER (TYPED OR PRINTED)	SIGNATURE(S)	TITLE (TYPED OR PRINTED)
ELITE AVIATION, LLC	[REDACTED]	Chief Operating Officer

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
2007 JAN 24 PM 1 36
OKLAHOMA CITY
OKLAHOMA

PP034605

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U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

FORM APPROVED
OMB NO. 2120-0042

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

CONVEYANCE RECORDED

PART I CONVEYANCE RECORDATION NOTICE

2007 JAN 29 PM 12 16

NAME (last name first) OF DEBTOR

RL Aviation, LLC

FEDERAL AVIATION
ADMINISTRATION

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE

Banc of America Leasing & Capital, LLC

NAME OF SECURED PARTY'S ASSIGNOR (if assigned)

Do Not Write In This Block
FOR FAA USE ONLY

Key Corporate Capital Inc.

FAA REGISTRATION NUMBER

AIRCRAFT SERIAL NUMBER

AIRCRAFT MFR. (BUILDER) and MODEL

N901RL

49078

Bell 430

ENGINE MFR. and MODEL

ENGINE SERIAL NUMBER(S)

Allison 250-C40B

844167 & 844169

PROPELLER MFR. And MODEL

PROPELLER SERIAL NUMBER(S)

THE SECURITY CONVEYANCE DATED 11-25-03 COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT
REGISTRY ON 12-23-03 AS CONVEYANCE NUMBER 11031696, Assignment dated 12-31-03,
recorded 1-13-04, Conveyance Number XX025631

FAA CONVEYANCE 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 CERTIFIED 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, [redacted], Oklahoma City, Oklahoma 73125.

DATE OF RELEASE:

Banc of [redacted]

SIGNATURE [redacted]

TITLE [redacted]

(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 (14CFR)).

ACKNOWLEDGEMENT (If Required By Application Local Law):

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

SEE RECORDED CONVEYANCE

NUMBER XX025631

DOC ID C306 PAGE 7

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2007 JAN 24 PM 1 36
OKLAHOMA CITY
OKLAHOMA

U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION CROSS-REFERENCE--RECORDATION	SEE CONVEYANCE NO FILING DATE:
--	---------------------------------------

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

TYPE OF CONVEYANCE NAME CHANGE	DATE EXECUTED C SEP 22 2004
FROM R L AVIATION LLC	DOCUMENT NO.
TO OR ASSIGNED TO ELITE AVIATION LLC	DATE RECORDED June 30, 2004

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

AIRCRAFT (List by registration number)	TOTAL NUMBER INVOLVED
--	-----------------------

N900RL

*N901RL

N902RL

N155LR

ENGINES	TOTAL NUMBER INVOLVED
---------	-----------------------

MAKE(S)	SERIAL NO.	
---------	------------	--

PROPELLERS	TOTAL NUMBER INVOLVED
------------	-----------------------

MAKE(S)	SERIAL NO.	
---------	------------	--

SPARE PARTS --LOCATIONS	TOTAL NUMBER INVOLVED
-------------------------	-----------------------

LOCATION	
----------	--

RECORDED CONVEYANCE FILED IN:

WFO 11/18/00

0 0 0 0 0 0 0 1 1 / 6 4



ASSIGNMENT OF SPECIAL REGISTRATION NUMBERS

US Department of Transportation Federal Aviation Administration	Aircraft Make and Model BELL	Serial Number 49078	Special Registration Number N 901RL
	430	1182150	Present Registration Number N 74RP

ICAO AIRCRAFT ADDRESS CODE
 FOR N901RL = 53072145

R L AVIATION LLC
 940 CANDECREST DR
 HESTLAKE VILLAGE CA 91362-5641

NUMBER CHANGED TO **901RL**
 DATE **4 JAN 13 2004**

INSTRUCTIONS:

SIGN AND RETURN THE ORIGINAL of this form to the Civil Aviation Registry, AFS-750, within 5 days after the special registration number is affixed on the aircraft. A revised certificate will then be issued. This authority is valid for 90 days from the issue date.
 The authority to use the special number expires: **JANUARY 06, 2005**

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

Signature of Owner: *Robert V. Lyle Jr.*

Title of Owner:

Robert V. Lyle Jr. Manager

Date Placed on Aircraft:

01-08-04

AC Form 808-44 (Rev) Supersedes Previous Editions

RETURN FORM TO:

Civil Aviation Registry, AFS-750
 Oklahoma City, Oklahoma 73125-0504

Issue Date: **JANUARY 06, 2004**

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

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

The latest FAA Form 8130-6, Application For Airworthiness on file is dated: **APRIL 26, 2001**

The airworthiness classification and category: **STD TRANSP**

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2009 JAN 9 AM 10 40
OKLAHOMA CITY
OKLAHOMA



U.S. Department
of Transportation

Federal Aviation
Administration

ASSIGNMENT OF SPECIAL REGISTRATION NUMBERS

Aircraft Make and Model

BELL

430

Serial Number

49078

1182150

Special Registration Number

N
901RL

Present Registration Number

N
74RP

ICAO AIRCRAFT ADDRESS CODE
FOR N901RL = 53072145

R L AVIATION LLC

WESTLAKE VILLAGE CA 91362-5641

Issue Date:

JANUARY 06, 2004

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

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

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

APRIL 26, 2001

The airworthiness classification and category:

STD TRANSP

INSTRUCTIONS:

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

The authority to use the special number expires:

JANUARY 06, 2005

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

Signature of Owner:

Title of Owner:

Date Placed on Aircraft:

RETURN FORM TO:

Civil Aviation Registry, AFS-750

Oklahoma City, Oklahoma 73125-0504



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0 0 0 0 0 0 0 3 1 5 4



Insured Aircraft Title Service, Inc.

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

(800) 654-4882

FAX #405-681-9299

November 25 2003

-64. 901RL / 74RP

4 JAN 06 2004

Federal Aviation Administration
Central Records Division
Oklahoma City, Oklahoma

PART I

Please assign N901RL to the following aircraft:

N74RP, Bell 430, Serial Number 49078

Which is being purchased by:

RL Aviation LLC

**WHEN AVAILABLE
RESERVE N: 74RP
4 JAN 06 2004**

PART II

Please reserve N74RP in the name only for:

Warner Communications, Inc.

**(R) 74RP
4 JAN 13 2004**

Payment of the required \$10.00 fee is attached. Please send the letter of confirmation to Insured Aircraft Title Service, Inc. in the P.D. Room.

REQUESTED BY: 

033291319063
\$10.00 11/25/2003

Serving the Aviation Industry for over 35 years

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AIRCRAFT REGISTRATION BR
2003 NOV 25 PM 1 15
OKLAHOMA CITY
OKLAHOMA

U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION CROSS-REFERENCE-RECORDATION		SEE CONVEYANCE NO FILING DATE:
This form is to be used in cases where a conveyance covers several aircraft and engines, propellers, or locations. File original of this form with the recorded conveyance and a copy in each aircraft folder involved.		
TYPE OF CONVEYANCE ASSIGNMENT (SEE CONV # II031696)		DATE EXECUTED 12-31-03
FROM KEY CORPORATE CAPITAL INC (ASSIGNOR)		DOCUMENT NO. XX025631
TO OR ASSIGNED TO BANC OF AMERICA LEASING AND CAPITAL LLC		DATE RECORDED January 13, 2004
THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:		
AIRCRAFT (List by registration number)		TOTAL NUMBER INVOLVED 1
N74RP		
ENGINES		TOTAL NUMBER INVOLVED 2
MAKE(S) ALLISON 250-C40B	SERIAL NO. 844167 844169	
PROPELLERS		TOTAL NUMBER INVOLVED
MAKE(S)	SERIAL NO.	
SPARE PARTS --LOCATIONS		TOTAL NUMBER INVOLVED
LOCATION		
RECORDED CONVEYANCE FILED IN: N74RP BELL 430 S/N 49078		

AGREEMENT of ASSIGNMENT

This Agreement of Assignment (this "Agreement"), dated December 31, 2003, between Key Corporate Capital Inc. (the "Assignor") and Banc of America Leasing and Capital, LLC (the "Assignee"). CONVEYANCE RECORDED

For valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Assignor hereby agrees with the Assignee as follows: 2004 JAN 13 AM 8 36

1. Assignment. The Assignor hereby sells, assigns and transfers to the Assignee all of its right, title and interest in, to and under, and the Assignee hereby assumes all obligations of the Assignor under, that certain Aircraft Security Agreement and related documents as more particularly described in Schedule A attached hereto. FEDERAL AVIATION ADMINISTRATION

2. Release of Assignor. Upon the execution of this document by the Assignor and the Assignee, the Assignor shall be released from its obligations under the Aircraft Security Agreement to the extent it has assigned its interests thereunder to the Assignee, and no further consent or action by any party shall be required.

3. Further Assurances. The parties hereto hereby agree to execute and deliver such other instruments and documents and to take such other actions as any party hereto may reasonably request in connection with the transactions contemplated by this Agreement.

4. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties thereto may execute this Agreement by signing any such counterpart.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of laws.

Each of the Assignor and the Assignee have caused this Agreement to be executed and delivered by its duly authorized officer on the date first written above.

Banc of America Leasing and Capital, LLC

KEY CORPORATE CAPITAL INC.
BY: [Redacted]
TIT [Redacted]

BY: _____
TITLE: _____

* ACTING THROUGH ITS DIVISION KEY EQUIPMENT FINANCE

033651113208
15.00 12-31-03

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2003 DEC 31 AM 11 01
OKLAHOMA CITY
OKLAHOMA

AGREEMENT of ASSIGNMENT

This Agreement of Assignment (this "Agreement"), dated December 31, 2003, between Key Corporate Capital Inc. (the "Assignor") and Banc of America Leasing and Capital, LLC (the "Assignee").

For valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Assignor hereby agrees with the Assignee as follows:

1. Assignment. The Assignor hereby sells, assigns and transfers to the Assignee all of its right, title and interest in, to and under, and the Assignee hereby assumes all obligations of the Assignor under, that certain Aircraft Security Agreement and related documents as more particularly described in Schedule A attached hereto.

2. Release of Assignor. Upon the execution of this document by the Assignor and the Assignee, the Assignor shall be released from its obligations under the Aircraft Security Agreement to the extent it has assigned its interests thereunder to the Assignee, and no further consent or action by any party shall be required.

3. Further Assurances. The parties hereto hereby agree to execute and deliver such other instruments and documents and to take such other actions as any party hereto may reasonably request in connection with the transactions contemplated by this Agreement.

4. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties thereto may execute this Agreement by signing any such counterpart.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of laws.

Each of the Assignor and the Assignee have caused this Agreement to be executed and delivered by its duly authorized officer on the date first written above.

Banc of America Leasing and Capital, LLC

KEY CORPORATE CAPITAL INC.

BY: _____

BY: [Redacted]

TITLE: _____

TITLE: [Redacted]

* ACTING THROUGH ITS DIVISION KEY EQUIPMENT FINANCE

C
2-12

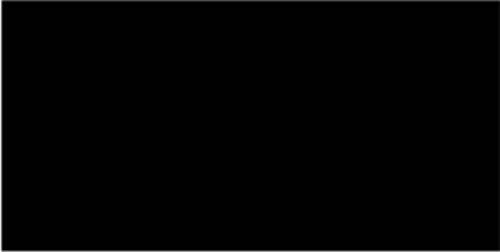
**SCHEDULE A
TO
ASSIGNMENT AGREEMENT**

FAA DOCUMENTS

Aircraft Security Agreement dated as of November 25, 2003 between RL Aviation, LLC as grantor and Key Corporate Capital Inc., acting through its division Key Equipment Finance, as secured party as supplemented by the Borrower Acknowledgement (Certificate of Acceptance) dated November 25, 2003, by the ^(the "Grantor") grantor, recorded by the Federal Aviation Administration (the "FAA") on December 23, 2003, and assigned FAA Conveyance No. II031696.

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AIRCRAFT REGISTRATION-BR
2003 DEC 31 PM 11 01
OKLAHOMA CITY
OKLAHOMA

U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION CROSS-REFERENCE--RECORDATION		SEE CONVEYANCE NO FILING DATE:
This form is to be used in cases where a conveyance covers several aircraft and engines, propellers, or locations. File original of this form with the recorded conveyance and a copy in each aircraft folder involved.		
TYPE OF CONVEYANCE AIRCRAFT SECURITY AGREEMENT		DATE EXECUTED 11/25/03
FROM R L AVIATION LLC		DOCUMENT NO. II031696
TO OR ASSIGNED TO KEY CORPORATE CAPITAL INC		DATE RECORDED December 23, 2003
THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:		
AIRCRAFT (List by registration number)		TOTAL NUMBER INVOLVED 1
N74RP		
ENGINES		TOTAL NUMBER INVOLVED 2
MAKE(S) ALLISON 250-C40B	SERIAL NO. 844167 844169	
PROPELLERS		TOTAL NUMBER INVOLVED
MAKE(S)	SERIAL NO.	
SPARE PARTS --LOCATIONS		TOTAL NUMBER INVOLVED
LOCATION		
RECORDED CONVEYANCE FILED IN: N74RP, BELL 430, S/N 49078		

AIRCRAFT SECURITY AGREEMENT

between

RL AVIATION, LLC

as the Grantor

and

**KEY CORPORATE CAPITAL INC.,
acting through its division Key Equipment Finance**

as the Secured Party

Dated as of November 25, 2003

N74RP to become N901RL

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2003 NOV 25 PM 1 14
OKLAHOMA CITY
OKLAHOMA

THIS AIRCRAFT SECURITY AGREEMENT ("Agreement") is made and entered into as of November 20, 2003 by and between KEY CORPORATE CAPITAL INC., acting through its division Key Equipment Finance, a Michigan corporation having an office at 66 South Pearl Street, 8th Floor, Albany, New York 12207 ("Secured Party") and RL AVIATION, LLC, a California limited liability company organized and having its chief executive offices located [REDACTED], Westlake Village, CA 91361 ("Grantor"). Capitalized terms not otherwise defined herein shall have the meanings given in Article 9 hereof.

II 031696
CONVEYANCE

RECITALS

- A. Pursuant to a Promissory Note of even date (collectively, together with all amendments, modifications and supplements thereto, if any, the "Promissory Note") by the Grantor, in favor of Secured Party, the Secured Party has agreed to make a term loan to the Grantor (the "Loan").
- B. As a condition precedent to the making of the Loan under the Promissory Note, the Grantor is required to execute and deliver this Agreement.
- C. Grantor is duly authorized to execute, deliver and perform this Agreement.

2003 DEC 23 AM 9 38

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Secured Party to make the Loan pursuant to the Promissory Note, the Grantor agrees, for the benefit of the Secured Party, as follows:

**ARTICLE 1.
GRANT OF SECURITY INTEREST**

Section 1.1 Grant of Security Interest. The Grantor, in consideration of the premises and other good and valuable consideration, receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of and interest on the Loan according to its tenor and effect, and to secure the payment of all other indebtedness under the Loan Documents and the performance and observance of all covenants and conditions contained in the Loan (collectively referred to as the "Liabilities"), does hereby convey, warrant, mortgage, assign, pledge, and grant a security interest to the Secured Party, its successors and assigns, in all and singular of the Grantor's right, title and interest in and to the properties, rights, interests and privileges described below and all proceeds thereof (all of which properties, rights, interests and privileges hereby mortgaged, assigned, pledged and granted or intended so to be, together with all proceeds thereof, are hereinafter collectively referred to as the "Collateral"):

- (i) all of the Grantor's rights, title and interests in the Equipment (including the Airframe, the Engines, and the Parts) and substitutions and replacements of any of the foregoing; and
- (ii) any and all service and warranty rights related to the Equipment, including without limitation the Engines, and claims under any thereof; and
- (iii) all proceeds of any or all of the foregoing, whenever acquired, including, but not limited to, the proceeds of any insurance maintained with respect to any of the foregoing and all proceeds payable or received with respect to any condemnation, expropriation, requisition or other Event of Loss, or the proceeds of any warranty; and
- (iv) the Purchase Agreement and the Bill of Sale, together with all rights, powers, privileges, options and other benefits of the Grantor under the Purchase Agreement and the Bill of Sale.

The conveyance, warranty, mortgage, assignment, pledge and security interest created hereunder in all of the foregoing Collateral are effective and operative immediately, and shall continue in full force and effect until the Grantor shall have made such payments and shall have duly, fully and finally performed and observed all of its agreements and covenants and provisions then required hereunder and under the other Loan Documents.

Section 1.2 Filing of Financing Statements and Continuation Statements. Secured Party is hereby authorized by Grantor to file UCC financing statements and amendments thereto, listing Grantor as debtor, and Secured Party and/or its assigns, as secured party, and describing the Collateral, and assignments and amendments thereof. The Grantor, at the request of the Secured Party, will execute and deliver to the Secured Party for filing, if not already filed, such financing statements or other documents and such continuation statements with respect to financing statements previously filed relating to the conveyance, warranty, mortgage, assignment, pledge and security interest created under this Agreement in the Collateral and any other documents that may be required in order to comply with the Act or other applicable law or as may be specified from time to time by the Secured Party.

Delivery and Acceptance. SECURED PARTY SHALL HAVE NO OBLIGATION TO ADVANCE ANY FUNDS TO BORROWER UNLESS AND UNTIL SECURED PARTY SHALL HAVE RECEIVED A BORROWER'S ACKNOWLEDGMENT (Certificate of Acceptance) RELATING TO THE EQUIPMENT EXECUTED BY BORROWER. Such Grantor's Acknowledgment shall constitute Grantor's acknowledgment that such Equipment (a) was received by Grantor, (b) is satisfactory to Grantor in all respects, (c) is suitable for Grantor's purposes, (d) is in good order, repair and condition, (e) operates properly, and (f) is subject to all of the terms and conditions of the Loan Documents. Grantor's execution and delivery of a Grantor's Acknowledgment shall be conclusive evidence as between Secured Party and Grantor that the Equipment described herein is in all of the foregoing respects satisfactory to Grantor, and Grantor shall not assert any claim of any nature whatsoever against Secured Party based on any of the foregoing matters; provided, however, that nothing contained herein shall in any way bar, reduce or defeat any claim that Grantor may have against the Seller, supplier or any other person (other than Secured Party).

**ARTICLE 2.
COVENANTS**

Section 1.3 Ownership and Liens. The Grantor will not sell, lease, assign or transfer its interest in the Aircraft, the Airframe or any Engine or directly or indirectly create, incur, assume or suffer to exist any Lien on or with respect to its interest in the Aircraft, the Airframe or any Engine, except for: (a) Liens in favor of the Secured Party; and (b) mechanics' or other like Liens arising in the ordinary course of business for amounts which are not material and the payment of which is either not yet due or is being contested in good faith by appropriate proceedings so long as such proceedings do not, in the Secured Party's opinion, involve any material danger of the attachment, sale, forfeiture or loss of any item of Equipment or any interest therein (including the Lien of the Secured Party). The Grantor will promptly, and in any event

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within five (5) days, take (or cause to be taken) such action as may be necessary to discharge any such Lien not excepted above if the same shall arise at any time.

Section 1.4 Registration and Operation.

(a) Grantor, at its own cost and expense, shall cause the Aircraft to be duly registered in the name of Grantor as owner and subject only to Secured Party's first priority security interest, and at all times thereafter to remain duly registered, in the name of the Grantor as owner with the FAA pursuant to the Act. The Grantor agrees that it will not utilize any item of Equipment in violation of any law or any rule, regulation or order (including, without limitation, concerning alcoholic beverages or prohibited substances) of any governmental authority having jurisdiction (domestic or foreign) or in violation of any airworthiness certificate, license or registration relating to any item of Equipment issued by any such authority, except to the extent such violation is not material or the validity or application of any such law, rule, regulation or order is being contested in good faith and by appropriate proceedings (but only so long as such proceedings do not, in the Secured Party's opinion, involve any material danger of the sale, forfeiture or loss of such item of Equipment, or any interest, including the Secured Party's security interest, therein).

(b) Without the express prior written consent of Secured Party, which consent shall not be unreasonably withheld, the Grantor shall not utilize the Aircraft outside of the continental United States and Canada. Grantor shall give Secured Party prior notice of use of the Aircraft outside of the continental United States and Canada.

(c) The Grantor agrees that it will not utilize any item of Equipment in any area excluded from coverage by the insurance required by the terms of Article 4.

Section 1.5 Records and Reports. The Grantor shall cause all records, logs and other materials required by the FAA and any other governmental authority having jurisdiction to be maintained in respect of each item of Equipment. Grantor shall promptly furnish or cause to be furnished to the Secured Party such information as may be required to enable the Secured Party to file any reports required to be filed by the Secured Party with any governmental authority because of the Secured Party's interests in any item of Equipment.

Section 1.6 Maintenance.

(a) Grantor, at its own cost and expense, shall fly, maintain, inspect, service, repair, overhaul and test the Aircraft (including each Engine of same), or shall cause the Aircraft to be maintained, inspected, serviced, repaired, overhauled and tested, under an approved FAA maintenance program and in accordance with (i) all maintenance manuals initially furnished with the Aircraft, including any subsequent amendments or supplements to such manuals issued by the manufacturer from time to time, (ii) all mandatory "Service Bulletins" issued, supplied, or available by or through the manufacturer and/or the manufacturer of any Engine or part with respect to the Aircraft having a compliance date during the term of the Promissory Note and up to twelve (12) months thereafter, and (iii) all airworthiness directives issued by the FAA or similar regulatory agency having jurisdictional authority, and causing compliance with such directives or circulars to be completed through corrective modification or operating manual restrictions, having a compliance date during the term of the Promissory Note and twelve (12) months thereafter. Grantor shall maintain the Aircraft in good and safe working order and in substantially the same condition as when originally delivered to Grantor hereunder, ordinary wear and tear excepted. Grantor shall cause the Aircraft to maintain an FAA Airworthiness Certificate at all times other than when the Aircraft as a whole is the subject of an Event of Loss occurrence under Section 1.15. Grantor shall maintain, or shall cause to be maintained, in the English language, all records, logs and other materials required by the manufacturer thereof for enforcement of any warranties or by the FAA. All maintenance procedures required hereby shall be undertaken and completed in accordance with the manufacturer's recommended procedures, and by properly trained, licensed and certified maintenance sources and maintenance personnel, so as to keep the Aircraft and each Engine in as good operating condition as when delivered to Grantor hereunder, ordinary wear and tear excepted, and so as to keep the Aircraft in such operating condition as may be necessary to enable the airworthiness certification of such Aircraft to be maintained in good standing at all times under the Act.

Section 1.7 Replacement of Parts. The Grantor, at its own cost and expense, will promptly cause the replacement of all Parts which may from time to time become worn out, lost, stolen, destroyed, seized, confiscated, damaged beyond repair or permanently rendered unfit for use for any reason whatsoever. In addition, the Grantor, at its own cost and expense, may permit the removal in the ordinary course of maintenance, service, repair, overhaul or testing of any Parts, whether or not worn out, lost, stolen, destroyed, seized, confiscated, damaged beyond repair or permanently rendered unfit for use; provided, however, that the Grantor, at its own cost and expense, will cause such Parts to be replaced as promptly as possible. All replacement Parts shall be free and clear of all Liens (except for Permitted Liens), shall be in as good operating condition as, and shall have a value and utility at least substantially equal to, the Parts replaced, assuming such replaced Parts were in the condition and repair required to be maintained by the terms hereof. The Grantor's rights, title and interests in all Parts at any time removed from any item of Equipment shall remain subject to the Lien of this Agreement no matter where located, until such time as such Parts shall be replaced by Parts which have been incorporated in such item of Equipment and which meet the requirements for replacement Parts specified above. Immediately upon any replacement Part becoming incorporated or installed in or attached to any item of Equipment as above provided, without further act, (i) the Grantor's rights, title and interests in such replacement Part shall become subject to the Lien of this Agreement, and such replacement Part shall be deemed part of such item of Equipment for all purposes hereof to the same extent as the Parts originally incorporated in such item of Equipment, and (ii) the Grantor's rights, title and interests in the replaced Part shall be released from the Lien of this Agreement and the replaced Part shall no longer be deemed a Part hereunder. The Grantor shall, not less often than once during each calendar year, provide to the Secured Party written confirmation, in form and content acceptable to the Secured Party, that the Grantor has complied with the provisions of this Section 1.7.

Section 1.8 Alterations, Modifications and Additions. The Grantor, at its own cost and expense, shall cause such alterations and modifications in and additions to the Equipment to be made as may be required from time to time to meet the standards of the FAA and of any other governmental authority having jurisdiction and to maintain the certificate of airworthiness for the Aircraft; provided, however, that the validity or application of any such law, rule, regulation or order may be contested in good faith by appropriate proceedings (but only so long as such proceedings do not, in the Secured Party's opinion, involve any material danger of sale, forfeiture or loss of any item of Equipment, or any interest, including the Secured Party's security interest, therein). In addition, the Grantor, at no cost or expense to the Secured Party, may, from time to time, cause such alterations and modifications in and additions to any item of Equipment to be made as the Grantor may deem desirable; provided, that each such alteration, modification and addition is readily removable from such item of Equipment; and provided, further, that no such alteration, modification or addition shall (i) materially diminish the value, utility or condition of such item of Equipment below the value, utility or condition thereof immediately prior to such alteration, modification or addition, assuming the item of Equipment was then of the value and utility and in the condition required to be maintained by the terms of this Agreement, or (ii) cause the airworthiness certification of the Aircraft to cease to be in good standing under the Act. The Grantor's rights, title and interests in all Parts added to the Aircraft, the Airframe or an Engine as the result of such alteration, modification or addition shall, without further act, be subject to the Lien of this Agreement. Notwithstanding the foregoing sentence of this Section 1.8, so long as no Event of Default shall have occurred and be

continuing, the Grantor may remove any Part if (i) such Part is in addition to, and not in replacement of or substitution for, any Part originally incorporated in such item of Equipment at the time of delivery thereof or any Part in replacement of or substitution for any such Part, (ii) such Part is not required to be incorporated or installed in or attached or added to such item of Equipment pursuant to the terms of this Article 2, and (iii) such Part can be removed from such item of Equipment without causing any material damage thereto. Upon the removal of any Part as above provided, the Grantor's rights, title and interests in such Part shall be released from the Lien of this Agreement.

Section 1.9 Maintenance of Other Engines. Each aircraft engine which does not constitute an Engine, but which is installed on the Airframe from time to time, shall be maintained, operated, serviced, repaired, overhauled, altered, modified and tested in accordance with Section 1.6 to the same extent as if it were an Engine.

Section 1.10 Payment of Obligations. The Grantor hereby agrees that it will promptly pay or cause to be paid when due all taxes, assessments and other governmental charges imposed with respect to the Collateral (except to the extent being contested in good faith and by appropriate proceedings which do not involve any material risk of loss or forfeiture).

Section 1.11 Change of Name or Location. In connection with any change of the name, identity or structure of Grantor that might make the UCC financing statements filed in connection with the transactions contemplated hereby seriously misleading within the meaning of the UCC or any change in the location of the principal place of business of Grantor, Grantor shall (a) duly file appropriate financing statements in all appropriate filing offices prior to such change and (b) give the Secured Party notice of such change and copies of the form of such financing statements at least 10 Business Days prior to such change. Grantor shall hangar the Aircraft at Elite Aviation, Van Nuys Airport, 7415 Hayvenhurst Place, Van Nuys, CA 91406. Grantor shall supply Secured Party with a waiver of any Lien or claim of Lien against the Aircraft which could be held by any landlord or mortgagee of the hangar or future aircraft storage facility. Grantor shall not remove the Aircraft, or permit the Aircraft to be removed, from its designated home airport for a period in excess of thirty (30) days, without the prior written consent of Secured Party.

Section 1.12 Inspection. The Grantor shall permit, at its expense, the Secured Party or any Person designated by the Secured Party to inspect (i) the Aircraft; [provided, however, that as long as no Event of Default has occurred and is continuing, the Secured Party shall not exercise such inspection rights more than once a year or in such a way so as to unreasonably interfere with any Grantor's use of the Aircraft] and (ii) the logs, maintenance records and other records maintained with respect to the Aircraft.

Section 1.13 Aircraft Registration. Grantor shall not change the United States Registration Number of the Aircraft without Secured Party's prior written consent. Grantor shall cause to be filed with the FAA an FAA Bill of Sale, the Agreement, an FAA application for aircraft registration and such other documents as may be required under the Act or as otherwise necessary or prudent to cause the Aircraft to be and remain duly registered at all times with the FAA in the name of Grantor as owner and subject only to Secured Party's first priority perfected security interest.

Section 1.14 Financial and Other Data. During the term of the Promissory Note and so long as any amounts are outstanding thereunder, Grantor shall furnish Secured Party (a) as soon as available, and in any event within 120 days after the last day of each fiscal year, financial statements of Grantor and each Guarantor and (b) from time to time as Secured Party may reasonably request, other financial reports, information or data (including federal and state income tax returns) and quarterly or interim financial statements of Grantor and each Guarantor. All such information shall be audited (or if audited information is not available, compiled or reviewed) by an independent certified public accountant.

ARTICLE 3. EVENTS OF LOSS

Section 1.15 Event of Loss with Respect to the Aircraft. Upon the occurrence of an Event of Loss with respect to the Aircraft, the Grantor shall give the Secured Party prompt written notice (and in any event within three (3) Business Days after such occurrence) thereof, and the Grantor shall, on or before the Business Day which is the earliest of (i) the thirtieth (30th) day following the date of the occurrence of such Event of Loss, or (ii) the next Business Day following the receipt of insurance proceeds with respect to such occurrence, pay to the Secured Party the Loss Value. In the event of payment in full by the Grantor of the appropriate Loss Value and all other amounts then due and payable hereunder and under any other Loan Document, the Grantor's rights, title and interest in the Aircraft having suffered the Event of Loss shall be released from this Agreement and the Secured Party shall execute and deliver, at the Grantor's cost and expense, such instruments as may be reasonably required to evidence such release.

Section 1.16 Application of Payments from Governmental Authorities or other Persons. Any payments (other than insurance proceeds, the application of which is provided for in Article 4 or Section 1.15), received at any time by the Secured Party or Grantor from any governmental authority or other Person with respect to any Event of Loss, or from a governmental authority with respect to an event which does not constitute an Event of Loss, shall be applied as follows:

(a) Such payments shall be applied in reduction of the Grantor's obligation to pay the Loss Value, if not already paid by the Grantor, or, if already paid by the Grantor, shall be applied to reimburse the Grantor for its payment of such amounts. The balance, if any, of such payment remaining thereafter, and after payment of all amounts then due and payable under the Loan Documents, shall be paid to the Grantor.

(b) If such payments are received with respect to a requisition for use by the government which does not constitute an Event of Loss, such payments may be retained by the Grantor.

(c) Notwithstanding the foregoing provisions of this Section 1.16, any payments (other than insurance proceeds, the application of which is provided for in Article 4) received at any time by the Secured Party from any governmental authority or other Person with respect to any Event of Loss, which are payable to the Grantor, shall not be paid to the Grantor if at the time of such payment an Event of Default or Default shall have occurred and be continuing, in which event all such amounts shall be paid to and held by the Secured Party as security for the Liabilities or, at the Secured Party's option, applied by the Secured Party toward the payment of such Liabilities at the time due in such order of application as the Secured Party may from time to time elect. At such time as there shall not be any Event of Default or Default, all such amounts at the time held by the Secured Party in excess of the amount, if any, which the Secured Party shall have elected to apply as above provided shall be paid to the Grantor.

In furtherance of the foregoing, the Grantor hereby irrevocably assigns, transfers and sets over to the Secured Party all rights of the Grantor to any award or payment received by or payable to the Grantor on account of an Event of Loss.

ARTICLE 4. INSURANCE

Section 1.17 Insurance. So long as this Agreement is in effect, Grantor shall at all times, without cost or expense to Secured Party, cause policies of insurance in such form, of such type and with insurers of recognized responsibility reasonably satisfactory to the Secured Party, to be procured and maintained on or in respect of the Aircraft, as follows:

(a) Grantor, at its own cost and expense, shall maintain or cause to be maintained: (1) comprehensive aircraft liability insurance covering all risks which Secured Party or Grantor may incur by reason of the use or operation of the Aircraft in or over any area (including, without limitation, contractual, bodily injury, passenger, public and property damage liability) with respect to the Aircraft in an amount not less than the greater of (i) \$10,000,000.00 per occurrence and (ii) the amounts of comprehensive aviation liability insurance from time to time applicable to aircraft operated by Grantor (whether owned or leased) of the type of the Aircraft; (2) cargo liability insurance with respect to the Aircraft; (3) all-risk ground and flight aircraft hull insurance covering the Aircraft in motion and not in motion, and fire and extended coverage and all-risk property damage insurance covering the Engine and all other Items of Equipment while removed from the Airframe, in an amount equal to the greater of the full insurable value of the Aircraft or 110% of the amount of the Loan; and (4) such other insurance against such other risks as is usually carried by similar companies engaged in the same or similar business and similarly situated as Grantor owning or leasing and operating aircraft similar to the Aircraft. All such insurance shall be maintained with insurers of recognized reputation and responsibility (reasonably satisfactory to Secured Party) having a minimum of A- by Best's Key Rating Guide, Category 12, or other rating approved by Secured Party. All insurance policies shall be in a form acceptable to Secured Party.

(b) All insurance policies required hereunder shall (1) require 30 days' prior written notice of cancellation, non-renewal or material change in coverage to Secured Party (any such cancellation, non-renewal or change, as applicable, not being effective until the thirtieth (30th) day after the giving of such notice); (2) name the Additional Insureds (as hereinafter defined) as an additional insured under the public liability policies and name Secured Party as sole loss payee under the property insurance policies; (3) not require contributions from other policies held by the Additional Insureds; (4) waive any right of subrogation against the Additional Insureds; (5) in respect of any liability of any of the Additional Insureds, except for the insurers' salvage rights in the event of a Loss or Damage, waive the right of such insurers to set-off, to counterclaim or to any other deduction, whether by attachment or otherwise, to the extent of any monies due the Additional Insureds under such policies; (6) not require that any of the Additional Insureds pay or be liable for any premiums with respect to such insurance covered thereby; (7) be in full force and effect throughout any geographical areas at any time traversed by any Airframe or Engine; (8) contain a clause requiring the insurer to name any assignee of an Additional Insured's interest as an additional insured and a loss payee; and shall provide that all of the provisions thereof, except the limits of liability, shall operate in the same manner as if there were a separate policy covering each Additional Insured; and (9) contain breach of warranty provisions providing that, in respect of the interests of the Additional Insureds in such policies, the insurance shall not be invalidated by any action or inaction of Grantor or any other person (other than an Additional Insured, as to itself only) and shall insure the Additional Insureds regardless of any breach or violation of any warranty, declaration or condition contained in such policies by Grantor or by any other person (other than an Additional Insured, as to itself only). Prior to the first date of funding of the Loan hereunder, and thereafter not less than 15 days prior to the expiration dates of the expiring policies theretofore delivered pursuant to this Section, Grantor shall deliver to the Additional Insureds a certificate evidencing the insurance required by this Section; provided, however, that the Additional Insureds shall be under no duty either to ascertain the existence of or to examine such insurance or to advise Grantor in the event such insurance shall not comply with the requirements of this Section. As used in this Section, the term "Additional Insureds" shall mean "KeyCorp, and its subsidiaries and affiliated companies, including Key Corporate Capital Inc, acting through its division Key Equipment Finance."

(c) In the event Grantor operates the Aircraft outside the continental United States with the consent of Secured Party, Grantor shall maintain and supply Secured Party proof of the following coverage for all locations which the Aircraft travels to and through: war and allied perils insurance to cover the perils of (i) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power, (ii) strikes, riots, civil commotions or labor disturbances, (iii) any act of one or more persons, whether or not agents of a sovereign power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional, (iv) any vandalism, malicious act or act of sabotage, (v) confiscation, nationalization, seizure, restraint, detention, diversion, appropriation, requisition for title or use by or under the order of any government (whether civil, military or de facto) or public or local authority and (vi) hijacking, or any unlawful seizure or wrongful exercise of control of the crew in flight.

Section 1.18 Certificates of Insurance. The Grantor agrees to furnish the Secured Party on the Closing Date, and promptly after the terms have been fixed for any renewal of, or changes in any material respect with respect to, the insurance required to be maintained pursuant to this Article 4 (but in no event less frequently than annually), until the Liabilities secured hereby are paid in full, an insurance certificate signed by an independent insurance broker reasonably acceptable to the Secured Party describing in reasonable detail the insurance then carried (or to be carried) on each item of Equipment. The Grantor shall cause such broker to agree to advise the Secured Party in writing at its address set forth in this Agreement, (i) promptly of any default in the payment of any premium and of any other act or omission on the part of the Grantor or otherwise of which such broker has knowledge and which, in such broker's opinion, might invalidate or render unenforceable, in whole or in part, any insurance on any item of Equipment, and (ii) at least thirty (30) days prior to the expiration or termination date of any insurance carried and maintained on any item of Equipment pursuant to this Article 4. The Grantor shall advise the Secured Party of any act or omission which might render insurance unenforceable in whole or in part.

Section 1.19 Proceeds of Insurance. Any proceeds of insurance received by the Secured Party as a result of an Event of Loss with respect to the Aircraft, shall be applied to reduce the Grantor's obligation to pay the Loss Value, if not already paid by the Grantor, or, if already paid by the Grantor, shall be paid over to the Grantor; provided, however, that if a Default or an Event of Default shall have occurred and be continuing, such proceeds shall be held by the Secured Party as security for the Liabilities or, at the Secured Party's option, applied to the payment of the Liabilities in such order as the Secured Party may from time to time elect. In the event of any damage to, or loss, theft or destruction of, the Aircraft by any cause whatsoever not involving an Event of Loss, all insurance proceeds in respect thereof shall be paid to the Grantor in trust for the repair and restoration of the Aircraft to good repair, condition and working order.

Section 1.20 No Right to Self-Insure. Grantor shall not self-insure (by deductible, premium adjustment, or risk retention arrangement of any kind) the insurance required to be maintained hereunder, except to the extent of deductibles usually and customarily maintained by companies engaged in the same or similar business as Grantor and operating the same or similar aircraft. Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact to file, settle or adjust, and receive payment of claims under any such insurance policy and to endorse Grantor's name on any checks, drafts or other instruments in payment of such claims. Grantor further agrees to give Secured Party prompt notice of any damage to or loss of, the Aircraft, or any part thereof.

ARTICLE 5.

EVENTS OF DEFAULT AND REMEDIES

Section 1.21 Events of Default; Remedies. (a) As used herein, the term "Event of Default" shall mean any of the following events: (1) Grantor fails to pay any installment of principal or interest on the Promissory Note within ten (10) days after the same shall have become due and payable; (2) Grantor or any Guarantor becomes insolvent or makes an assignment for the benefit of its creditors; (3) a receiver, trustee, conservator or liquidator of Grantor or any Guarantor or of all or a substantial part of Grantor's or such Guarantor's assets is appointed with or without the application or consent of Grantor or such Guarantor, respectively; (4) a petition is filed by or against Grantor or any Guarantor under any bankruptcy, insolvency or similar legislation; (5) Grantor or any Guarantor violates or fails to perform any provision of either the

Loan Documents or any other loan, lease or credit agreement or any acquisition or purchase agreement with Secured Party or any other party; (6) Grantor violates or fails to perform any covenant or representation made by Grantor in the Loan Documents; (7) any representation or warranty made herein or in any of the Loan Documents, certificates, financial statements or other statements furnished to Secured Party (or Secured Party's parent, subsidiaries or affiliates) shall prove to be false or misleading in any material respect as of the date on which the same was made; (8) Grantor makes a bulk transfer of furniture, fixtures or other equipment or inventory; (9) there is a material adverse change in Grantor's or any Guarantor's financial condition; (10) Grantor merges or consolidates with any other corporation or entity, or sells, leases or disposes of all or substantially all of its assets without the prior written consent of Secured Party; (11) a change in control occurs in Grantor or any Guarantor; (12) the death or dissolution of Grantor or any Guarantor; (13) any of the liens created or granted hereby, or intended to be granted or created hereby, to Secured Party shall fail to be valid, first priority perfected liens subject to no prior or equal lien; or (14) an additional Lien attaches to the Equipment or the Equipment becomes subject to risk of seizure or forfeiture.

Section 1.22 Remedies. The Grantor agrees, to the full extent that it lawfully may, that if one or more Events of Default shall have occurred and be continuing, then in every such case the Secured Party may exercise any or all of the rights and powers and pursue any and all of the remedies available to it hereunder or in any other Loan Document or available to a secured party under the Uniform Commercial Code or any other provision of law or equity; the Secured Party may declare the Promissory Note and all interest thereon and all Liabilities to be immediately due and payable; the Secured Party may exclude the Grantor from the Collateral; and the Secured Party may sell, assign, transfer and deliver, to the extent permitted by law, the Collateral or any interest therein, whether or not the Collateral is in the constructive possession of the Secured Party or the Person conducting the sale, at any private sale or public auction with or without demand, advertisement or notice (except as may be required by law) of the date, time and place of sale and any adjournment thereof, for cash or credit or other property, for immediate or future delivery and for such price or prices and on such terms and to such Persons as the Secured Party in its discretion may determine or as may be required by law; and the Secured Party may otherwise dispose of, hold or use the Collateral, or any part thereof, as the Secured Party in its sole discretion may determine, in each case free and clear of any rights of the Grantor and without any duty to account to the Grantor with respect to any such action or inaction or for any proceeds with respect thereto. It is agreed that ten (10) days' notice to the Grantor of the date, time and place (and terms, in the case of a private sale) of any proposed sale by the Secured Party of the Collateral or any part thereof or interest therein is reasonable.

The Secured Party may proceed to enforce its rights by directing payment to it of all monies payable under any agreement relating to the Collateral, by proceedings in any court of competent jurisdiction for an appointment of a receiver or for the sale of all or any part of the Collateral possession to which the Secured Party shall at the time be entitled hereunder or for foreclosure of such Collateral, or by any other action, suit, remedy or proceeding authorized or permitted by this Agreement or at law or by equity, and may file such proofs of claim or other papers or documents as necessary or advisable in order to have the claims of the Secured Party asserted or upheld in any bankruptcy, receivership or other judicial case or proceeding.

In addition to the foregoing remedies, the Grantor shall be liable for any and all unpaid amounts due hereunder and under the other Loan Documents before, during and after the exercise of any of the foregoing remedies and for all reasonable legal fees and other reasonable costs and expenses of the Secured Party, including, without limitation, attorneys' fees and legal expenses, incurred by reason of the occurrence of any Event of Default or the exercise of any remedies with respect thereto.

Section 1.23 Remedies Cumulative. Each and every right, power and remedy herein specifically given to the Secured Party or otherwise in this Agreement or the other Loan Documents shall be cumulative and shall be in addition to every other right, power and remedy herein or therein specifically given or now or hereafter existing at law, in equity or by statute, and each and every right, power and remedy whether specifically herein or therein given or otherwise existing may be exercised from time to time and as often and in such order as may be deemed expedient by the Secured Party, and the exercise or the beginning of the exercise of any power or remedy shall not be construed to be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy. No delay or omission by the Secured Party in the exercise of any right, power or remedy or in the pursuit of any remedy shall impair any such right, power or remedy or be construed to be a waiver of any default on the part of the Grantor to be an acquiescence therein.

Section 1.24 Grantor's Waiver of Rights. To the extent permitted by applicable law, the Grantor hereby waives any rights, now or hereafter conferred by statute or otherwise, which might limit or modify any of the rights or remedies of the Secured Party under or in connection with this Article 6.

Section 1.25 Power of Attorney. The Grantor hereby appoints the Secured Party or its designated agent as such Grantor's attorney-in-fact, irrevocably, with full power of substitution, to collect all payments with respect to the Collateral due and to become due under or arising out of this Agreement or any other Loan Document, to receive all moneys (including, but not limited to, proceeds of insurance) which may become due under any policy insuring the Collateral and all awards payable in connection with the condemnation, requisition or seizure of the Collateral, or any part thereof, to execute proofs of claim, to endorse drafts, checks and other instruments for the payment of money payable to the Grantor in payment of such insurance moneys and to do all other acts, things, take any actions (including the filing of financing statements or other documents) or institute any proceedings which the Secured Party may deem to be necessary or appropriate at any time to protect and preserve the interest of the Secured Party in the Collateral, or in this Agreement or the other Loan Documents.

Section 1.26 Distribution of Amounts Received After an Event of Default. All payments received and amounts realized by the Secured Party with respect to the Collateral after an Event of Default shall have occurred and be continuing (whether realized from the exercise of any remedies pursuant to this Article 5 or otherwise), as well as payments or amounts then held by the Secured Party as part of the Collateral, shall be distributed by the Secured Party in the following order of priority:

First, so much of such payments and amounts as shall be required to pay the expenses paid by the Secured Party pursuant to this Article 5 (to the extent not previously reimbursed) shall be paid to the Secured Party;

Second, so much of such payments or amounts as shall be required to pay the amounts payable to any Indemnified Party (to the extent not previously reimbursed) shall be paid to such Indemnified Party;

Third, so much of such payments or amounts remaining as shall be required to pay in full the aggregate unpaid principal amount of the Loan, the accrued but unpaid interest thereon to the date of distribution, indemnification for funding losses, if any, and all other Liabilities, shall be paid to the Secured Party; such payments or amounts to be applied to the amounts so due, owing or unpaid in such order of application as the Secured Party may from time to time elect; and

Fourth, the balance, if any, of such payments or amounts remaining thereafter shall be paid to the Grantor.

Section 1.27 Suits for Enforcement. On case of any default in payment of the Loan beyond any applicable grace period, then, regardless of whether or not the Loan has then been accelerated, the Secured Party may proceed to enforce the payment of the Loan. The Grantor agrees that, in the case of any default in the payment of the Loan, it will pay the Secured Party such further amount as shall be sufficient to pay the costs and expenses of collection, including reasonable attorneys' fees and expenses.

ARTICLE 6.

REPRESENTATIONS AND WARRANTIES

Section 1.28 Representations, Warranties and Covenants of Grantor. Grantor represents, warrants and covenants that:

- (a) Grantor (i) is, and will remain, duly organized, existing and in good standing under the laws of the State set forth in the preamble of this Agreement, (ii) has its chief executive offices at the location set forth in such paragraph, (iii) is, and will remain, duly qualified and licensed in every jurisdiction wherever necessary to carry on its business and operations, and (iv) is and will continue to be a "citizen of the United States", within the meaning of the Title 49, Subtitle VII of the United States Code, as amended and recodified, and the regulations thereunder so long as any Liabilities are due to Secured Party under the Loan Documents;
- (b) Grantor has full power, authority and legal right to enter into, and to perform its obligations under, each of the Loan Documents and has full right and lawful authority to grant the security interest described in this Agreement;
- (c) The Loan Documents have been duly authorized, executed and delivered by Grantor and constitute legal, valid and binding agreements enforceable under all applicable laws in accordance with their terms, except to the extent that the enforcement of remedies may be limited under applicable bankruptcy and insolvency laws;
- (d) No approval, consent or withholding of objections is required from any governmental body, agency, authority or instrumentality or any other entity with respect to the entry into, or performance by, Grantor of any of the Loan Documents, except such as have already been obtained;
- (e) The entry into, and performance by, Grantor of the Loan Documents will not (i) violate any of Grantor's organizational documents or any judgment, order, law or regulation applicable to Grantor, or (ii) result in any breach of, constitute a default under, or result in the creation of, any lien, claim or encumbrance on any of Grantor's property (except for liens in favor of Secured Party) pursuant to, any indenture mortgage, deed of trust, bank loan, credit agreement, or other agreement or instrument to which Grantor is a party;
- (f) There are no suits or proceedings pending or threatened in court or before any commission, board or other administrative agency against or affecting Grantor which could, in the aggregate, have a material adverse effect on Grantor, its business or operations, or its ability to perform its obligations under the Loan Documents;
- (g) All financial statements, if any, delivered to Secured Party in connection with the Liabilities have been prepared in accordance with generally accepted accounting principles, and since the date of the most recent financial statement there has been no material adverse change in Grantor's financial condition or business prospects;
- (h) Grantor is (or, to the extent that the Aircraft is to be acquired hereafter, will be) and will remain the sole lawful owner and, except as otherwise consented to in writing by Secured Party, Grantor will remain in sole, open and notorious possession of the Aircraft; and Grantor has good and marketable title to the Aircraft, and shall keep the Aircraft free from all security interests, liens and encumbrances whatsoever other than those in favor of Secured Party and Grantor shall defend the Aircraft against all claims and demands of all other persons claiming any interest therein;
- (i) Grantor shall promptly pay or cause to be paid all taxes, license fees, assessments and public and private charges, that are or may be levied or assessed on or against the Aircraft or the ownership or use thereof, or on this Agreement;
- (j) If at the time of Grantor's execution of this Agreement, Grantor is not the registered owner of the Aircraft, as shown in the records of the United States Federal Aviation Administration ("FAA") Grantor at its own expense shall immediately register the Aircraft in its name with the FAA and, so long as any Liability is due to Secured Party, Grantor shall not impair such registration or cause it to be impaired, suspended or cancelled, nor register the Aircraft under the laws of any country except the United States of America;
- (k) Grantor shall promptly notify Secured Party of any facts or occurrences which do or, by passage of time or otherwise, will constitute a breach of any of the above warranties and covenants;
- (l) Each Engine is greater than 750 rated take-off horsepower;
- (m) Grantor will furnish to Secured Party (a) as soon as available, but in any event not later than 120 days' after the end of each fiscal year of Grantor, a consolidated balance sheet of Grantor as at the end of such fiscal year, and consolidated statements of income and changes in financial position of Grantor for such fiscal year, all in reasonable detail, prepared in accordance with generally accepted accounting principles applied on a basis consistently maintained throughout the period involved and certified by Grantor's chief financial officer; and (b) promptly, such additional financial and other information as Secured Party may from time to time reasonably request.
- (n) Grantor has accepted the Aircraft;
- (o) Without Secured Party's prior written consent, Grantor will not sell, convey, transfer, exchange, lease or otherwise relinquish possession or dispose of any Collateral or attempt or offer to do any of the foregoing.

ARTICLE 7.

SECURITY INTEREST ABSOLUTE

Section 1.29 Security Interest Absolute. All rights of the Secured Party and the security interests granted to the Secured Party hereunder, and all obligations of the Grantor hereunder, shall be absolute and unconditional, irrespective of:

- (a) any lack of validity or enforceability of any Loan Document;
- (b) the failure of the Secured Party to

- (i) assert any claim or demand or to enforce any right or remedy against the Grantor or any other Person under the provisions of the Loan Agreement, any other Loan Document or otherwise; or
- (ii) to exercise any right or remedy against any guarantor of, or collateral securing, any of the Liabilities;
- (c) any change in the time, manner or place of payment of, or in any other term of, all or any of the Liabilities or any other extension, compromise or renewal of any of the Liabilities;
- (d) any reduction, limitation, impairment or termination of any of the Liabilities for any reason, including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to (and the Grantor hereby waives any right to or claim of) any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality, nongenuineness, irregularity, compromise, unenforceability of, or any other event or occurrence affecting, any of the Liabilities;
- (e) any amendment to, rescission, waiver, or other modification of, or any consent to departure from, any of the terms of the Loan Agreement or any other Loan Document;
- (f) any addition, exchange, release, surrender or nonperfection of any collateral (including the Collateral), or any amendment to or waiver or release of or addition to or consent to departure from any guaranty, for any of the Liabilities; or
- (g) any other circumstances which might otherwise constitute a defense available to, or a legal or equitable discharge of, the Grantor, any surety or any guarantor.

ARTICLE 8. **MISCELLANEOUS**

Section 1.30 GOVERNING LAW. THIS AGREEMENT IS BEING DELIVERED IN THE STATE OF NEW YORK. THIS AGREEMENT, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, SHALL IN ALL RESPECTS BE GOVERNED BY, AND BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

Section 1.31 Notices. Unless otherwise expressly specified or permitted by the terms hereof, all communications, consents and notices provided for herein shall be in writing and shall be, if by telegram or telecopier, deemed to have been given when sent (with electronic confirmation, if sent by telecopier), and if mailed, shall be deemed to have been given three (3) business days after the date sent by registered or certified mail, postage prepaid, to the addresses specified on the signature pages hereof or at such other addresses as may be specified by written notice to the parties hereto.

Section 1.32 Limitation as to Enforcement of Rights, Remedies and Claims. Nothing in this Agreement, whether express or implied, shall be construed to give to any Person other than the Grantor and the Secured Party any legal or equitable right, remedy or claim under or in respect of this Agreement or any other Loan Document.

Section 1.33 Severability of Invalid Provisions. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such provision, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 1.34 Benefit of Parties, Successors and Assigns; Entire Agreement. All representations, warranties, covenants and agreements contained herein or delivered in connection herewith shall be binding upon, and inure to the benefit of, the Grantor and the Secured Party and their respective legal representatives, successors and assigns; provided, however, that the Grantor may not assign its obligations hereunder. This Agreement, together with the other Loan Documents, constitute the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior understandings and agreements of such parties.

Section 1.35 Further Assurances. At any time and from time to time, upon the request of the Secured Party, the Grantor shall promptly and duly execute and deliver any and all such further instruments and documents as may be specified in such request, and as are necessary or desirable to perfect, preserve or protect the security interests and assignments created or intended to be created hereby, or to obtain for the Secured Party the full benefit of the specific rights and powers herein granted, including, without limitation, the execution and delivery of Uniform Commercial Code financing statements and continuation statements with respect thereto, or similar instruments relating to the perfection of the mortgage, security interests or assignments created or intended to be created hereby.

Section 1.36 Performance by Secured Party. In its discretion, the Secured Party may (but shall not be obligated to), at any time and from time to time (regardless of whether or not an Event of Default has occurred), for the account of the Grantor, pay any amount or do any act required of the Grantor hereunder and which the Grantor fails to pay or do at the time required hereunder, and any such payment shall be repayable by the Grantor on demand to the Secured Party, shall bear interest at the Default Rate and shall be secured by the Collateral.

Section 1.37 Indemnity. The Grantor agrees to indemnify the Secured Party from and against any and all claims, losses and liabilities arising out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except claims, losses or liabilities resulting from the Secured Party's gross negligence or willful misconduct.

Section 1.38 Amendments. Neither this Agreement, nor any of the terms hereof, may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing which is signed by the party against whom the enforcement of the termination, amendment, supplement, waiver or modification is sought.

Section 1.39 Consent to Jurisdiction. To induce the Secured Party to accept this Agreement, the Grantor irrevocably agrees that, subject to the Secured Party's sole and absolute election, ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LITIGATED IN COURTS HAVING SITUS IN ALBANY, NEW YORK. THE GRANTOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY COURT LOCATED WITHIN ALBANY, NEW YORK, WAIVES PERSONAL SERVICE OF PROCESS UPON THE GRANTOR, AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL DIRECTED TO THE GRANTOR AT THE ADDRESS STATED ON THE SIGNATURE PAGE HEREOF AND SERVICE SO MADE WILL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT.

Section 1.40 Waiver of Jury Trial. THE GRANTOR AND THE SECURED PARTY EACH WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (a) UNDER THIS AGREEMENT OR ANY LOAN

DOCUMENT OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS AGREEMENT OR ANY LOAN DOCUMENT OR (b) ARISING FROM ANY LENDING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THE GRANTOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST THE SECURED PARTY OR ANY OTHER PERSON INDEMNIFIED UNDER THIS AGREEMENT ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

Section 1.41 Counterpart Execution. This Agreement and any amendment to this Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute but one and the same instrument. Fully executed sets of counterparts shall be delivered to, and retained by, the Grantor and the Secured Party.

ARTICLE 9. DEFINITIONS

Section 1.42 Definitions. In this Agreement, unless the context otherwise requires, the terms defined herein and in any agreement executed in connection herewith include, where appropriate, the plural as well as the singular and the singular as well as the plural. Except as otherwise indicated, all agreements defined herein refer to the same as from time to time amended or supplemented, or the terms thereof waived or modified in accordance herewith and therewith. Unless otherwise defined herein, capitalized terms used herein shall have the meanings given thereto in the Promissory Note. The following terms shall have the respective meanings set forth below:

"Act" means the Federal Aviation Act of 1958, as amended from time to time and recodified at 49 U.S.C. § 44101 et seq.

"Agreement", "this Agreement", "hereby", "herein", "hereof", "hereunder" or other like words means this Aircraft Security Agreement, as it may be amended, modified or supplemented from time to time.

"Aircraft" shall mean the Airframe together with the Engine(s), whether or not such Engine(s) are installed on the Airframe or any other airframe.

"Airframe" shall mean (A) the one (1) 2001 Bell Helicopter Model 430 (excluding, however, the Engine or engines from time to time installed thereon) having the United States Registration Number and manufacturer's serial number specified on Schedule 1 attached hereto, (B) any and all avionics, appliances, instruments, accessories and parts, and all replacements therefor, which are from time to time incorporated or installed in or attached thereto or which have been removed therefrom, and (C) any replacement airframe which may from time to time be substituted for such Airframe in accordance with the terms of the Agreement.

"Business Day" means a day other than a Saturday or Sunday on which the banks are open for business in Albany, New York.

"Bill of Sale" means, the Bill of Sale dated Nov. 25 by Seller ("Seller") to the Grantor with respect to the Aircraft, as it may be amended, modified or supplemented from time to time.

"Closing Date" means the date on which the Secured Party makes the Loan to Grantor pursuant to the Promissory Note.

"Collateral" shall have the meaning set forth in Section 1.1 hereof.

"Default" means an event which, after the giving of notice or lapse of time, or both, would become an Event of Default.

"Default Rate" means the rate per annum set forth in Section 7 of the Promissory Note.

"Engine" shall mean 2 each of the Allison 250-C40B having the manufacturer's serial number specified on Schedule 1 attached hereto (which engine(s) have more than 750 rated takeoff horsepower or the equivalent of such horsepower), whether or not from time to time installed on the Airframe or any other airframe, (2) any replacement engine which may from time to time be substituted for the Engine pursuant to the terms of the Agreement, and (3) in either case, any and all parts which are from time to time incorporated or installed in or attached to the Engine and any and all parts removed therefrom.

"Equipment" means any or all of the Airframe, Engines and Parts.

"Event of Default" shall have the meaning set forth in Section 1.21 hereof.

"Event of Loss" means, with respect to the Aircraft, the Airframe or any Engine, any of the following events with respect to such item of Equipment:

- (a) such item of Equipment shall be lost, stolen, destroyed, rendered permanently unfit for its intended use, or irreparably damaged, from any cause whatsoever;
- (b) such item of Equipment shall be returned to the manufacturer or seller or either of their agents or nominees pursuant to any warranty settlement or patent indemnity settlement;
- (c) such item of Equipment shall be damaged to the extent that an insurance settlement is made on the basis of a total loss or a constructive or compromised total loss;
- (d) such item of Equipment shall be prohibited from use for air transportation by any agency of the Government for a period of six months or more; or
- (e) such item of Equipment shall be taken or requisitioned by condemnation or otherwise by any governmental Person, including a foreign government or the Government resulting in loss of possession by the Grantor for a period of six months or more.

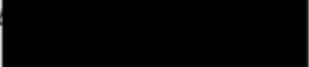
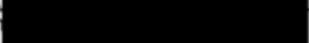
An Event of Loss with respect to the Aircraft shall be deemed to have occurred if an Event of Loss occurs with respect to the Airframe or the Engine which constitutes a part of the Aircraft.

"FAA" means the United States Federal Aviation Administration or any governmental Person, agency or other authority succeeding to the functions of the Federal Aviation Administration.

"Government" means the federal government of the United States of America or any instrumentality or agency thereof.

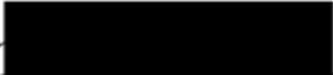
IN WITNESS WHEREOF, the parties have each executed this Aircraft Security Agreement, as of the date set forth above.

GRANTOR:

RL 
X 
Name
Title: Manager

Address: N/A
Attention: N/A

STATE OF California)
COUNTY OF Los Angeles) ss.:

On this 12th (Day) day of November, 2003, before me the subscriber personally appeared , who being by me duly sworn, did depose and say; that (s) he resides at Los Angeles County, State of California; that (s) he is a manager of RL Aviation, LLC, the corporation described in and which executed the foregoing instrument; and that (s)  of Directors of said corporation.

NOTARY 

My Commission Expires: February 9, 2005





KEY CORPORATE CAPITAL INC.,

acting through _____

By: _____

Name: _____

Title: VICE PRESIDENT

Address: 1000 South McCaslin Blvd.

Superior, CO 80027

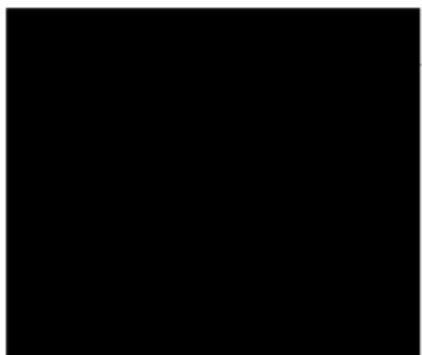
Attention: Julie A McAllister

Telecopier: 720-304-1470

STATE OF Colorado)
COUNTY OF Boulder) ss.:

On this 17 (Day) day of November, 2003, before me the subscriber personally appeared Donald Davis, who being by me duly sworn, did depose and say; that he resides at Boulder County, State of Colorado; that he is a Vice President of Key Corporate Capital Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Notary Public



My Commission Expires: April 30, 2007

RL AVIATION, LLC

Airframe Make and Model: 1 2001 Bell 430 Helicopter
 United States Registration Number: N74RP to become N901RL
 Airframe Manufacturer's Serial Number: 49078
 Engine Make and Model: 2 Allison 250-C40B
 Engine Manufacturer's Serial Numbers: 844167 and 844169
 AVIONICS: Honeywell IHAS8000 system with KMD850, ART2000 and KTA870 TAS
 Mark XXII EGPWS
 Honeywell GNS-XLS enhanced with AFIS
 ELT-100-406 ELT with GPS Interface
 BF Goodrich WX-500 Stormscope System
 Secondary Transcal SS120 Blind encoder
 MST67A Secondary Transponder System
 Shadin ADC-2000 System
 AFCS w/Flight Director and 4-tube EFIS
 VHF Comm#1 and #2
 ADF
 AC Inverter #2
 DME
 Transponder
 Avionics Master Switch
 Nav #1 and #2
 Gold Crown Harness
 Radar Altimeter
 Standby Attitude Indicator
 Environmental Control System
 Spirent Cabin Information Display System with 6.4" Monitor
 Aux. Fuel Provisions and Tank
 Dual Controls
 Particle Separator
 Snow Baffles
 Co. Pilot wheel and Brakes ICS
 Retractable Landing gear
 Heated bird proof windshield
 Emergency Floats
 Baker Chime/Page M3071 System for Cabin
 Cabin ICS and Paging System - 5 aft positions
 Cabin Am/Fm/CD Entertainment System with IR Remote Control and Touch Control
 Panels
 Four Cabin speakers
 Cabin mounted temperature controls (included with stereo system controls)
 Cellular telephone with front and rear handsets - analog/digital with cockpit ICS and
 cabin/cockpit call light feature
 Passenger door activated lights
 Strobe lights on aircraft belly
 Main and tail rotor recognition lights
 Pulsating forward recognition lights
 120v ac cabin outlets (2) 250 VA inverter (laptop power)
 Rechargeable flashlights (2)

Additional Equipment/Features

Interior: 6 passenger interior with 3 forward facing seats and 3 aft facing seats.
 Cabin floor carpet plus 1 spare
 Mechanically operated limo window
 Custom wood finish trim on doors, limo window and vertical tunnel.
 Gold plated cabin hardware
 Cabin Fire extinguisher
 Refreshment Center
 Baggage Floor Protector

Cockpit Features: Cockpit kick plates
 Bose Series X headsets for crew plus 1 spare
 Cockpit map case
 Sheepskin covers for crew positions
 Cockpit storage pockets
 Rosen Sunvisors, Pilot and Co-Pilot

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C#: 55644
L#: 55645
Ls#: 8800023147

THIS IS A CERTIFICATE ACKNOWLEDGING
ACCEPTANCE OF THE EQUIPMENT FOR
PURPOSES OF THE BELOW-REFERENCED
LOAN DOCUMENTS.

THIS IS NOT A DELIVERY RECEIPT.

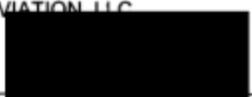


Borrower Acknowledgment
(Certificate of Acceptance)

All the items of Equipment covered by a Promissory Note dated as of November 25, 2003 by the undersigned in favor of Key Corporate Capital Inc., acting through its division Key Equipment Finance ("KEF") in connection with an Aircraft Security Agreement dated as of November 25, 2003 between KEF, as Secured Party, and the undersigned, as Grantor (collectively, the "Loan Documents"): (a) were received by the undersigned, (b) are satisfactory to the undersigned in all respects and are acceptable to the undersigned for financing under the Loan Documents, (c) are suitable for the undersigned's purposes, (d) are in good order, repair and condition, (e) have been installed and operate properly, and (f) are subject to all of the terms and conditions of the Loan Documents.

Dated: 11-25-03

RL AVIATION, LLC

X 
Name _____
Title: _____

This Certificate is executed in multiple counterparts to facilitate FAA filing. Each counterpart, when executed and delivered, shall be an original, but all such counterparts shall together constitute but one and the same instrument.



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AIRCRAFT REGISTRATION BR
2003 NOV 25 PM 1 14
OKLAHOMA CITY
OKLAHOMA

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

UNITED STATES
REGISTRATION NUMBER **N 74RP**

AIRCRAFT MANUFACTURER & MODEL
BELL 430

AIRCRAFT SERIAL No.
49078

CERT. ISSUE DATE
11 DEC 23 2003
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.)

R L AVIATION, LLC.

TELEPHONE NUMBER: **(818) 988-5367**

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: [REDACTED]

Rural Route: P.O. Box:

CITY Westlake Village	STATE CA	ZIP CODE 91362
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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.

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.	TYPE	TITLE	DATE
	[REDACTED]	Manager	11/25/03
	SIGNATURE	TITLE	DATE
	SIGNATURE	TITLE	DATE

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

FILED WITH FAA
AIRCRAFT REGISTRATION BR
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OKLAHOMA CITY
OKLAHOMA

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

FOR AND IN CONSIDERATION OF \$ 1.00+o.v.c. THE UNDERSIGNED CO-OWNERS OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:

UNITED STATES
REGISTRATION NUMBER **N 74RP**

AIRCRAFT MANUFACTURER & MODEL
Bell 430

AIRCRAFT SERIAL No.
49078

DOES THIS **25th** DAY OF **Nov.** November, 2003,
HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS
IN AND TO SUCH AIRCRAFT UNTO:

2003 DEC 23 AM 9 37
FEDERAL AVIATION
ADMINISTRATION

Do Not Write in This Block
FOR FAA USE ONLY

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NAMES:
RL Aviation, LLC

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 WE HAVE SET OUR HAND AND SEAL THIS **25th** DAY OF November, 2003.

S E L L E R S	NAME(S) OF SELLER (TYPED OR PRINTED)	SIGNATURE(S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
		Warner Communications Inc.	
	AND THE OTHER SELLERS NAMED ON THE SIGNATURE PAGES ATTACHED HERETO		

orig. std to CEO

*033291316509
\$5. 11/25/03*

FILED WITH FAA
AIRCRAFT REGISTRATION BR
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OKLAHOMA CITY
OKLAHOMA

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AIRCRAFT BILL OF SALE
Bell 430 model G-V aircraft, MSN 49078, N74RP

TIME WARNER INC.

HOME BOX OFFICE, INC.

NEW LINE CINEMA CORPORATION

TIME WARNER CABLE INC.

TIME WARNER INTERACTIVE VIDEO
GROUP INC. d/b/a MYSTRO TV

TURNER BROADCASTING SYSTEM, INC.

WARNER BROS. ENTERTAINMENT INC.

By: _____
Name: _____
Title: Senior Vice President of and on behalf
of each of the above corporations

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2003 NOV 25 PM 1 13
OKLAHOMA CITY
OKLAHOMA

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AIRCRAFT BILL OF SALE
Bell 430 model G-V aircraft, MSN 49078, N74RP

AMERICA ONLINE, INC.

TIME WARNER BOOK GROUP INC.

By: _____
Name: _____
Title: Vice President of and on behalf of
each of the above corporations

FILED WITH FAA
AIRCRAFT REGISTRATION BR
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OKLAHOMA CITY
OKLAHOMA

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AIRCRAFT BILL OF SALE
Bell 430 model G-V aircraft, MSN 49078, N74RP

TIME INC.

TIME LIFE INC.

By: _____

Name

Title: Vice President of and on behalf of
each of the above corporations

FILED WITH FAA
AIRCRAFT REGISTRATION BR
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OKLAHOMA CITY
OKLAHOMA

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AIRCRAFT BILL OF SALE
Bell 430 model G-V aircraft, MSN 49078, N74RP

**TIME WARNER ENTERTAINMENT
COMPANY, L.P. TRUST**

**By: WELLS FARGO BANK NORTHWEST,
NATIONAL ASSOCIATION, not in its
individual capacity, but solely as Trustee**

By _____


11-25-03



FILED WITH FAA
AIRCRAFT REGISTRATION BR
2003 NOV 25 PM 1 13
OKLAHOMA CITY
OKLAHOMA

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

CERT. ISSUE DATE

UNITED STATES
REGISTRATION NUMBER **N 74RP**

J NOV 5 2003

AIRCRAFT MANUFACTURER & MODEL
Bell 430

FOR FAA USE ONLY

AIRCRAFT SERIAL No.
49078

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.)

**Warner Communications Inc. and the other
12 co-owners listed on the Addendum
attached hereto**

TELEPHONE NUMBER:

ADDRESS (Permanent residence)

Number and street:

Rural Route:

P.O. Box:

CITY

STATE

ZIP CODE

New York

New York

10019-6908

**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	SIGNATURE	Sr.	TITLE	DATE
			Vice President of Warner Communications Inc.	
				Oct. 20, 2003
	Signature pages of the remaining co-owner applicants are attached.			DATE

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

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Addendum to

AIRCRAFT REGISTRATION APPLICATION
Bell model 430 aircraft, MSN 49078, N74RP

NAMES OF ADDITIONAL APPLICANTS:

1. Time Warner Inc.
2. Home Box Office, Inc.
3. New Line Cinema Corporation
4. Time Warner Cable Inc.
5. Time Warner Interactive Video Group inc.
6. Turner Broadcasting System Inc.
7. Warner Bros. Entertainment Inc.
8. America Online, Inc.
9. Time Warner Book Group Inc.
10. Time Inc.
11. Time Life Inc.
12. Wells Fargo Bank Northwest, National Association, as Trustee
of the Time Warner Entertainment Company L.P. Trust

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AIRCRAFT REGISTRATION APPLICATION
Bell 430 aircraft, MSN 49078, N74RP

TIME INC.

TIME LIFE INC.

By: _____

Name

Title:

Vice President of and on behalf of
each of the above corporations

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AIRCRAFT REGISTRATION APPLICATION
Bell 430 aircraft, MSN 49078, N74RP

AMERICA ONLINE, INC.

TIME WARNER BOOK GROUP INC.

By: _____
Name:
Title:



Vice President of and on behalf of
each of the above corporations

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AIRCRAFT REGISTRATION APPLICATION
U 0 Bell 430 0 0 0 0 4 aircraft, MSN 49078, N74RP

TIME WARNER ENTERTAINMENT
COMPANY, L.P. TRUST

By: WELLS FARGO BANK NORTHWEST,
NATIONAL ASSOCIATION, not in its
individual capacity, but solely as Trustee

By _____



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Addendum to

AIRCRAFT REGISTRATION APPLICATION

Bell model 430 aircraft, MSN 49078, N74RP

NAMES OF ADDITIONAL APPLICANTS:

1. Time Warner Inc.
2. Home Box Office, Inc.
3. New Line Cinema Corporation
4. Time Warner Cable Inc.
5. Time Warner Interactive Video Group inc.
6. Turner Broadcasting System Inc.
7. Warner Bros. Entertainment Inc.
8. America Online, Inc.
9. Time Warner Book Group Inc.
10. Time Inc.
11. Time Life Inc.
12. Wells Fargo Bank Northwest, National Association, as Trustee
of the Time Warner Entertainment Company L.P. Trust

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

AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF \$ 1.00+o.v.c. THE UNDERSIGNED CO-OWNERS OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:

CONVEYANCE
RECORDED

2003 NOV 5 AM 8 45

FEDERAL AVIATION
ADMINISTRATION

UNITED STATES
REGISTRATION NUMBER **N 74RP**

AIRCRAFT MANUFACTURER & MODEL
Bell 430

AIRCRAFT SERIAL No.
49078

DOES THIS **20th** DAY OF **October, 2003,**
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

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NAMES:

The **13** co-owners named on the Addendum attached hereto

DEALER CERTIFICATE NUMBER

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

IN TESTIMONY WHEREOF WE HAVE SET OUR HAND AND SEAL THIS **20th** DAY OF October, 2003.

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NAME(S) OF SELLER (TYPED OR PRINTED)	SIGNATURE(S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST	TITLE (TYPED OR PRINTED)
Warner Communications Inc.		Senior Vice President
AND THE OTHER SELLERS NAMED ON THE SIGNATURE PAGES ATTACHED HERETO		

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Addendum to
AIRCRAFT BILL OF SALE
Bell model 430 aircraft, MSN 49078, N74RP

NAMES OF PURCHASERS:

1. Warner Communications Inc.
2. Time Warner Inc.
3. Home Box Office, Inc.
4. New Line Cinema Corporation
5. Time Warner Cable Inc.
6. Time Warner Interactive Video Group inc.
7. Turner Broadcasting System Inc.
8. Warner Bros. Entertainment Inc.
9. America Online, Inc.
10. Time Warner Book Group Inc.
11. Time Inc.
12. Time Life Inc.
13. Wells Fargo Bank Northwest, National Association, as Trustee
of the Time Warner Entertainment Company L.P. Trust

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AIRCRAFT BILL OF SALE

Bell model 430 aircraft, MSN 49078, N74RP

TIME WARNER INC. (formerly AOL TimeWarner Inc.)

TIME WARNER COMPANIES, INC.

AMERICAN TELEVISION AND COMMUNICATIONS CORPORATION

WARNER MUSIC GROUP INC.

WARNER/CHAPPELL MUSIC, INC.

WARNER BROS. RECORDS INC.

ATLANTIC RECORDING CORPORATION

WARNER-ELEKTRA-ATLANTIC CORPORATION

WEA MANUFACTURING INC.

HBO DIRECT, INC.

TIME WARNER CABLE HOLDINGS INC.

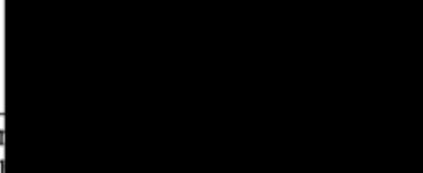
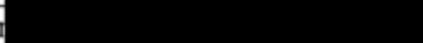
IVY HILL CORPORATION

TURNER BROADCASTING SYSTEM, INC.

WARNER BROS. ENTERTAINMENT INC.

HOME BOX OFFICE, INC.

TIME WARNER CABLE INC.

By: 
Name: 
Title: Senior Vice President of and on behalf
of each of the above corporations

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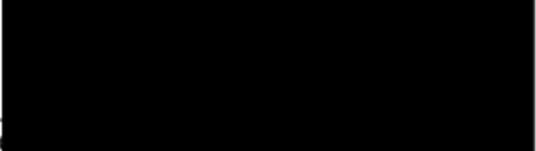
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AIRCRAFT BILL OF SALE
Bell model 430 aircraft, MSN 49078, N74RP

- . TIME INC.
- BOOK-OF-THE-MONTH CLUB, INC.
- ENTERTAINMENT WEEKLY INC.
- . TIME LIFE INC.
- WARNER PUBLISHER SERVICES INC.
- SOUTHERN PROGRESS CORPORATION
- TIME INC. VENTURES
- NEW CHAPPELL INC.
- LITTLE, BROWN AND COMPANY (INC.)

By: 
Name: 
Title: Vice President of and on behalf of
each of the above corporations

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AIRCRAFT BILL OF SALE
Bell model 430 aircraft, MSN 49078, N74RP

AMERICA ONLINE, INC.

By: _____
Name _____
Title: Vice President



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OKLAHOMA



CROWE & DUNLEVY
ATTORNEYS AND COUNSELORS AT LAW
100 Years • 1902 - 2002

July 15, 2003

HAND DELIVERED

Dep **JUL 15 2003**

Federal Aviation Administration
FAA Aircraft Registry
[REDACTED]
Oklahoma City, Oklahoma 73125

Attention: Central Records

Re: Request for a Duplicate Certificate

Ladies and Gentlemen:

Acting on behalf of our clients, AOL Time Warner, Inc., Warner Bros. Records, Inc., IVY Hill Corp., Atlantic Recording Corp., Entertainment Weekly, Inc., Southern Progress Corp., Warner Music Group, Inc., New Chappell, Inc., Warner Elektra Atlantic Corp., Time Inc. Ventures, Warner Bros. Entertainment, Inc., Home Box Office, Inc., America Online, Inc., Turner Broadcasting System, Inc., Time Warner Companies, Inc. Warner Communications, Inc., American Television and Communications Corp., Time Warner Cable, Inc., HBO Direct, Inc., Time Warner Cable Holdings, Inc., Time, Inc., Little Brown and Company, Inc., Book of the Month Club, Inc., Time Life, Inc., Warner Publisher Services, Inc., Warner/Chappell Music, Inc., and WEA Manufacturing, Inc., we hereby request that a Duplicate Certificate of Registration ("the Certificate") be issued for Bell 430 aircraft bearing manufacturer's serial number 49078, U.S. Registration Number N74RP.

We have enclosed our check in the amount of \$2.00 in payment of the fees involved with this transaction.

Once the Certificate has been issued, please send it to the attention of the undersigned in the Public Documents Room.

Thank you for your prompt attention in this matter. If you have any problems or questions, immediately contact the undersigned at (4 [REDACTED])

[REDACTED]

031961301402
\$2.00 07/15/2003

[REDACTED]

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2003 JUL 15 PM 12 59
OKLAHOMA CITY
OKLAHOMA

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

UNITED STATES
REGISTRATION NUMBER **N 74RP**

AIRCRAFT MANUFACTURER & MODEL
Bell 430

AIRCRAFT SERIAL No.
49078

CERT. ISSUE DATE

WV MAY 21 2003
FOR FAA USE ONLY

TYPE OF REGISTRATION (Check one box)

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

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

The 22 co-owners listed on Addendum No. 1 attached hereto

TELEPHONE NUMBER: ()

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: [REDACTED]

Rural Route: P.O. Box:

CITY	STATE	ZIP CODE
New York	New York	10019-6908

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

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

CERTIFICATION

I/WE CERTIFY:

(1) That the above aircraft is owned by the undersigned applicant, who is a citizen (including corporations) of the United States.
(For voting trust, give name of trustee: _____), or:
CHECK ONE AS APPROPRIATE:

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

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

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

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

TYPE OR PRINT NAME BELOW SIGNATURE

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.	SIGNATURE	TITLE	DATE
	See Addendum No. 2 attached hereto		March 31, 2003
	SIGNATURE	TITLE	DATE
	SIGNATURE	TITLE	DATE

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

0309 109 36432, \$5, 4/1/03

FILED WITH FAA
AIRCRAFT REGISTRATION BR
03 APR 1 AM 9 26
OKLAHOMA CITY
OKLAHOMA

AIRCRAFT REGISTRATION APPLICATION
Bell model 430 aircraft, MSN 49078, N74RP
Addendum No. 1

NAMES OF APPLICANTS:

1. AOL Time Warner Inc.
Telephone Number: [REDACTED]
2. America Online, Inc.
Telephone Number: [REDACTED]
3. Turner Broadcasting
Telephone Number: [REDACTED]
4. Time Warner Comp
Telephone Number: [REDACTED]
5. Warner Communica
Telephone Number: [REDACTED]
6. American Television [REDACTED] ns Corporation
Telephone Number: [REDACTED]
7. Time Warner Cable
Telephone Number: [REDACTED]
8. HBO Direct, Inc.
Telephone Number: [REDACTED]
9. Time Warner Cable
Telephone Number: [REDACTED]
10. Time Inc.
Telephone Number: [REDACTED]
11. Little, Brown and C
Telephone Number: [REDACTED]
12. Book-of-the-Month
Telephone Number: [REDACTED]
13. WEA Manufacturing
Telephone Number: [REDACTED]

FILED WITH FAA
AIRCRAFT REGISTRATION BR
'03 APR 1 AM 9 26
OKLAHOMA CITY
OKLAHOMA

AIRCRAFT REGISTRATION APPLICATION
Bell model 430 aircraft, MSN 49078, N74RP
Addendum No. 1

14. Warner Bros. Records Inc.

Telephone Number:

15. Ivy Hill Corporation

Telephone Number:

16. Atlantic Recording Co

Telephone Number:

17. Entertainment Weekly

Telephone Number:

18. Time-Life Inc.

Telephone Number:

19. Warner Publisher Ser

Telephone Number:

20. Southern Progress Co

Telephone Number:

21. Warner Music Group

Telephone Number:

22. Warner/Chappell Mus

Telephone Number:

23. New Chappell Inc.

Telephone Number:

24. Warner-Elektra-Atlan

Telephone Number:

25. Time Inc. Ventures

Telephone Number:

26. Warner Bros. Entertai

Telephone Number:

27. Home Box Office, Inc

Telephone Number:

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AIRCRAFT REGISTRATION APPLICATION
Bell model 430 aircraft, MSN 49078, N74RP
Addendum No. 2

AOL TIME WARNER INC.

TIME WARNER COMPANIES, INC.

WARNER COMMUNICATIONS INC.

AMERICAN TELEVISION AND
COMMUNICATIONS CORPORATION

WARNER MUSIC GROUP INC.

WARNER/CHAPPELL MUSIC, INC.

WARNER BROS. RECORDS INC.

ATLANTIC RECORDING CORPORATION

WARNER-ELEKTRA-ATLANTIC
CORPORATION

WEA MANUFACTURING INC.

HBO DIRECT, INC.

TIME WARNER CABLE HOLDINGS INC.

IVY HILL CORPORATION

TURNER

By: _____
Name: 
Title: Senior Vice President of and on behalf
of each of the above corporations

0 0 0 0 0 0 0 7 9 5

AIRCRAFT REGISTRATION APPLICATION
Bell model 430 aircraft, MSN 49078, N74RP
Addendum No. 2

AMERICA ONLINE, INC.



By: _____
Name _____
Title: Vice President

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AIRCRAFT REGISTRATION APPLICATION
Bell model 430 aircraft, MSN 49078, N74RP
Addendum No. 2

TIME INC.

BOOK-OF-THE-MONTH CLUB, INC.

ENTERTAINMENT WEEKLY INC.

TIME LIFE INC.

WARNER PUBLISHER SERVICES INC.

SOUTHERN PROGRESS CORPORATION

TIME INC. VENTURES

NEW CHAPPELL INC.

LITTLE, BROWN AND COMPANY (INC.)

By: 
N

Title: Vice President of and on behalf of
each of the above corporations

0 0 0 0 0 0 0 7 9 7

AIRCRAFT REGISTRATION APPLICATION
Bell model 430 aircraft, MSN 49078, N74RP
Addendum No. 2

WARN

By: _____

Title: Senior Vice President

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AIRCRAFT REGISTRATION APPLICATION
Bell model 430 aircraft, MSN 49078, N74RP
Addendum No. 2

HOME BOX OFFICE, INC.

By: _____

Title: Senior Vice President

0 0 0 0 0 0 0 7 9 9

AIRCRAFT REGISTRATION APPLICATION
Bell model 430 aircraft, MSN 49078, N74RP
Addendum No. 2

TIME WARNER CABLE INC.

By: _____



Title: Senior Vice President

OKLAHOMA
OKLAHOMA CITY
03 APR 1 PM 9 26
MIGRANT REGISTRATION BR

FILED WITH FAA
AIRCRAFT REGISTRATION BR
03 APR 8 AM 7 45
OKLAHOMA CITY
OKLAHOMA

FILED WITH FAA
AIRCRAFT REGISTRATION BR
03 APR 1 AM 9 26
OKLAHOMA CITY
OKLAHOMA

AIRCRAFT BILL OF SALE
Bell 430 model G-V aircraft, MSN 49078, N74RP
Addendum No. 1

NAMES OF PURCHASERS:

1. AOL Time Warner Inc.
Telephone Number
2. America Online, Inc.
Telephone Number
3. Turner Broadcasting System, Inc.
Telephone Number
4. Time Warner Company, L.P.
Telephone Number
5. Warner Communications Company, Inc.
Telephone Number
6. American Television and Communications Corporation
Telephone Number
7. Time Warner Cable Entertainment Group, L.P.
Telephone Number
8. HBO Direct, Inc.
Telephone Number
9. Time Warner Cable Entertainment Group, L.P.
Telephone Number
10. Time Inc. Company
Telephone Number
11. Little, Brown and Company
Telephone Number
12. Book-of-the-Month Club, Inc.
Telephone Number
13. WEA Manufacturing Company, Inc.
Telephone Number

FILED WILLIAMSON
AIRCRAFT REGISTRATION DEPT
OKLAHOMA CITY
OKLAHOMA
APR 8 8 03 AM '45

AIRCRAFT BILL OF SALE
Bell 430 model G-V aircraft, MSN 49078, N74RP
Addendum No. 1

- 14. Warner Bros. Records Inc.
Telephone Number:
- 15. Ivy Hill Corporation
Telephone Number:
- 16. Atlantic Recording Co.
Telephone Number:
- 17. Entertainment Week
Telephone Number:
- 18. Time-Life Inc.
Telephone Number:
- 19. Warner Publisher Se
Telephone Number:
- 20. Southern Progress Co.
Telephone Number:
- 21. Warner Music Group
Telephone Number:
- 22. Warner/Chappell M
Telephone Number:
- 23. New Chappell Inc.
Telephone Number:
- 24. Warner-Elektra-At
Telephone Number:
- 25. Time Inc. Ventures
Telephone Number:
- 26. Warner Bros. Ente
Telephone Number:
- 27. Home Box Office
Telephone Number:



FILED WITH FAA
AIRCRAFT REGISTRATION
03 APR 8 AM 7 45
OKLAHOMA CITY
OKLAHOMA

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AIRCRAFT BILL OF SALE
Bell model 430 aircraft, MSN 49078, N74RP
Addendum No. 2

AOL TIME WARNER INC.

TIME WARNER COMPANIES, INC.

WARNER COMMUNICATIONS INC.

AMERICAN TELEVISION AND
COMMUNICATIONS CORPORATION

WARNER MUSIC GROUP INC.

WARNER/CHAPPELL MUSIC, INC.

WARNER BROS. RECORDS INC.

ATLANTIC RECORDING CORPORATION

WARNER-ELEKTRA-ATLANTIC
CORPORATION

WEA MANUFACTURING INC.

HBO DIRECT, INC.

TIME WARNER CABLE HOLDINGS INC.

IVY HILL CORPORATION

TURNER BROADCASTING SYSTEM INC.

By: _____



Title: Senior Vice President of and on behalf
of each of the above corporations

FILED WITH FAA
AIRCRAFT REGISTRATION ER
03 APR 8 AM 7 45
OKLAHOMA CITY
OKLAHOMA

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AIRCRAFT BILL OF SALE
Bell model 430 aircraft, MSN 49078, N74RP
Addendum No. 2

TIME INC.

BOOK-OF-THE-MONTH CLUB, INC.

ENTERTAINMENT WEEKLY INC.

TIME LIFE INC.

WARNER PUBLISHER SERVICES INC.

SOUTHERN PROGRESS CORPORATION

TIME INC. VENTURES

NEW CHAPPELL INC.

LITTLE, BROWN AND COMPANY (INC.)

By: _____

Name

Title:

Vice President of and on behalf of
each of the above corporations

FILED WITH FAA
AIRCRAFT REGISTRATION
03 APR 8 8M 7 45
OKLAHOMA CITY
OKLAHOMA

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AIRCRAFT BILL OF SALE
Bell model 430 aircraft, MSN 49078, N74RP
Addendum No. 2

AMERICA ONLINE, INC.

By: 
N
Title: Vice President

FILED WITH FAA
AIRCRAFT REGISTRATION BR
03 APR 8 AM 7 45
OKLAHOMA CITY
OKLAHOMA

FILED WITH FAA
AIRCRAFT REGISTRATION BR
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OKLAHOMA CITY
OKLAHOMA

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

AIRCRAFT BILL OF SALE

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

UNITED STATES
 REGISTRATION NUMBER **N 74RP**

AIRCRAFT MANUFACTURER & MODEL
Bell 430

AIRCRAFT SERIAL No.
49078

DOES THIS **31st** DAY OF **March**, 2003,
 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

CONVEYANCE
RECORDED

2003 MAY 21 AM 7 59

FEDERAL AVIATION
ADMINISTRATION

P
U
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A
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R

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

The 24 co-owners listed on Addendum No. 1 attached hereto

DEALER CERTIFICATE NUMBER

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

IN TESTIMONY WHEREOF WE HAVE SET OUR HAND AND SEAL THIS **31st** DAY OF **March**, 2003.

S E L L E R	NAME(S) OF SELLER (TYPED OR PRINTED)	SIGNATURE(S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
	See Addendum No. 2 attached hereto		

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

FILED WITH FAA
AIRCRAFT REGISTRATION BR
'03 APR 1 AM 9 25
OKLAHOMA CITY
OKLAHOMA

AIRCRAFT BILL OF SALE
Bell 430 model G-V aircraft, MSN 49078, N74RP
Addendum No. 1

NAMES OF PURCHASERS

1. AOL Time Warner Inc.
Telephone Number: [REDACTED]
2. America Online, Inc.
Telephone Number: [REDACTED]
3. Turner Broadcasting
Telephone Number: [REDACTED]
4. Time Warner Comp
Telephone Number: [REDACTED]
5. Warner Communica
Telephone Number: [REDACTED]
6. American Television [REDACTED] as Corporation
Telephone Number: [REDACTED]
7. HBO Direct, Inc.
Telephone Number: [REDACTED]
8. Time Warner Cable
Telephone Number: [REDACTED]
9. Time Inc.
Telephone Number: [REDACTED]
10. Little, Brown and C
Telephone Number: [REDACTED]
11. Book-of-the-Month
Telephone Number: [REDACTED]
12. WEA Manufacturin
Telephone Number: [REDACTED]

AIRCRAFT BILL OF SALE
Bell 430 model G-V aircraft, MSN 49078, N74RP
Addendum No. 1

- 13. Warner Bros. Records Inc.
Telephone Number: [REDACTED]
- 14. Ivy Hill Corporation
Telephone Number: [REDACTED]
- 15. Atlantic Recording Co
Telephone Number: [REDACTED]
- 16. Entertainment Weekly
Telephone Number: [REDACTED]
- 17. Time-Life Inc.
Telephone Number: [REDACTED]
- 18. Warner Publisher Ser
Telephone Number: [REDACTED]
- 19. Southern Progress Co
Telephone Number: [REDACTED]
- 20. Warner Music Group
Telephone Number: [REDACTED]
- 21. Warner/Chappell Mus
Telephone Number: [REDACTED]
- 22. New Chappell Inc.
Telephone Number: [REDACTED]
- 23. Warner-Elektra-Atlan
Telephone Number: [REDACTED]
- 24. Time Inc. Ventures
Telephone Number: [REDACTED]

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AIRCRAFT BILL OF SALE
Bell model 430 aircraft, MSN 49078, N74RP
Addendum No. 2

AOL TIME WARNER INC.

TIME WARNER COMPANIES, INC.

WARNER COMMUNICATIONS INC.

AMERICAN TELEVISION AND
COMMUNICATIONS CORPORATION

WARNER MUSIC GROUP INC.

WARNER/CHAPPELL MUSIC, INC.

WARNER BROS. RECORDS INC.

ATLANTIC RECORDING CORPORATION

WARNER-ELEKTRA-ATLANTIC
CORPORATION

WEA MANUFACTURING INC.

HBO DIRECT, INC.

TIME WARNER CABLE HOLDINGS INC.

IVY HILL CORPORATION

TURNER BROADCASTING SYSTEM INC.

By _____

Title: Senior Vice President of and on behalf
of each of the above corporations

0 0 0 0 0 0 7 8 1

AIRCRAFT BILL OF SALE
Bell model 430 aircraft, MSN 49078, N74RP
Addendum No. 2

TIME INC.

BOOK-OF-THE-MONTH CLUB, INC.

ENTERTAINMENT WEEKLY INC.

TIME LIFE INC.

WARNER PUBLISHER SERVICES INC.

SOUTHERN PROGRESS CORPORATION

TIME INC. VENTURES

NEW CHAPPELL INC.

By: 

Title: Vice President of and on behalf of
each of the above corporations

0 0 0 0 0 0 0 7 3 2

AIRCRAFT BILL OF SALE
Bell model 430 aircraft, MSN 49078, N74RP
Addendum No. 2

AMERICA ONLINE, INC.

By



Title: Vice President ✓

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AIRCRAFT BILL OF SALE
Bell model 430 aircraft, MSN 49078, N74RP
Addendum No. 2

LITTLE, BROWN AND COMPANY (INC.)

By: _____
Name:



Senior Vice President

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AIRCRAFT BILL OF SALE

Bell model 430 aircraft, MSN 49078, N74RP

Addendum No. 2

TIME WARNER ENTERTAINMENT
COMPANY, L.P. TRUST

By: WELLS FARGO BANK NORTHWEST,
NATIONAL ASSOCIATION, not in its
individual capacity, but solely as Trustee

By _____

N

Title: Vice President

FILED WITH FAA
AIRCRAFT REGISTRATION BR
.03 APR 1 PM 9 25
OKLAHOMA CITY
OKLAHOMA

0 0 0 0 0 0 0 0 8 5 4

X145329

GTC Management Services Inc.

12-3



CONVEYANCE RECORDED

2002 JUN 12 AM 11 52

FEDERAL AVIATION
ADMINISTRATION

DISCLAIMER

The undersigned hereby certifies that it claims no title or interest in the Bell Model 430 aircraft with manufacturer's serial number 49078 and United States nationality and registration marks N74RP (the "Aircraft"). The undersigned states that the address change for the Aircraft previously requested is hereby withdrawn and canceled.

Dated this 22nd day of April, 2002.

GTC MANAGEMENT SERVICES INC.



021131053278
5 4-23-02
CERT COPY TO PCKD

FILED WITH FAA
APR 23 10 50 AM '02
OKLAHOMA CITY
OKLAHOMA

CHANGE OF ADDRESS NOTICE

Airworthiness Directives (AD) for a particular make and model of aircraft are mailed to the aircraft owners using the permanent mailing address on file with the FAA Registry. If you need to change your address, YOU MUST SIGN THIS FORM AND MAIL TO FAA Aircraft Registration. A revised Certificate of Aircraft Registration will be mailed to you without charge.

SIGNATURE REQUIREMENTS

- Individual Owner must sign
- Partnership, a general partner must sign
- Co-owner, each co-owner must sign continuing as necessary on an attached sheet
- Government, any authorized person may sign

MAIL TO:

FAA Aircraft Registry, AFS-750
Mike Monroney Aeronautical Center
PO Box 25504
Oklahoma City, OK 73125-0504

AIRCRAFT REGISTRATION #:	N74RP	SERIAL #	49078
MAKE:	BELL	MODEL:	B-430

ADDRESS CHANGE REQUESTED

CANCELLATION OF REGISTRATION REQUESTED

NAME OF CERTIFICATE HOLDER AOL TIME WARNER INC / AMERICA ON LINE INC TURNER BROADCASTING TIME WARNER CO INC		(Check applicable block, sign, and date)	
STREET [REDACTED]		<input type="checkbox"/> 1. Aircraft Sold To: (Purchaser's name and Address)	
CITY STATE ZIP ROCKON KOMA NY 11779		<input type="checkbox"/> 2. Aircraft Destroyed/Scrapped	
COUNTRY USA		<input type="checkbox"/> 3. Aircraft Exported To: _____	
[REDACTED]		<input type="checkbox"/> 4. Other, Specify: _____	
TITLE LEAD TECH		SIGNATURE (IN INK)	
DATE 2-20-02		TITLE	
		DATE	

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

CO: GTC MGMT SERVICES

CORP FLT DEPT
FOR CERT HOLDER

REGISTER WITH FAA
FOR AIR REGISTRATION BR
02 FEB 27 AM 8 52
OKLAHOMA CITY
OKLAHOMA

0 0 0 0 0 0 0 2 9 7 3
UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION-MIKE MONRONEY AERONAUTICAL CENTER
AIRCRAFT REGISTRATION APPLICATION

11-19
CERT. ISSUE DATE

UNITED STATES
REGISTRATION NUMBER **N 74RP**

AIRCRAFT MANUFACTURER & MODEL
Bell 430

HH DEG - 5 2001

AIRCRAFT SERIAL No.
49078

FOR FAA USE ONLY

TYPE OF REGISTRATION (Check one box)

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

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

The 25 co-owners named on Addendum
No. 1 attached hereto

TELEPHONE NUMBER: ()

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: [REDACTED]

Rural Route:

P.O. Box:

CITY New York	STATE New York	ZIP CODE 10019
-------------------------	--------------------------	--------------------------

**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 See Addendum No. 2 attached hereto	TITLE	DATE 11/14/01
	SIGNATURE	TITLE	DATE
	SIGNATURE	TITLE	DATE

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

013181526116
\$5. 11-14-01

11-18

OKLAHOMA CITY
OKLAHOMA

NOV 19 3 04

RECEIVED

AIRCRAFT REGISTRATION APPLICATION
Bell model 430 aircraft, MSN 49078, N74RP
Addendum No. 1

NAMES OF APPLICANTS:

1. AOL Time Warner Inc.
Telephone Number: [REDACTED]
2. America Online, Inc
Telephone Number: [REDACTED]
3. Turner Broadcasting
Telephone Number: [REDACTED]
4. Time Warner Comp
Telephone Number: [REDACTED]
5. Warner Communica
Telephone Number: [REDACTED]
6. American Television [REDACTED] ons Corporation
Telephone Number: [REDACTED]
7. Time Warner Entert [REDACTED] L.P. Trust, Wells Fargo Bank Northwest, National
Association, Trustee
Telephone Number: [REDACTED]
8. HBO Direct, Inc.
Telephone Number: [REDACTED]
9. Time Warner Cable
Telephone Number: [REDACTED]
10. Time Inc.
Telephone Number: [REDACTED]
11. Little, Brown and C
Telephone Number: [REDACTED]
12. Book-of-the-Month
Telephone Number: [REDACTED]

11-16

AIRCRAFT REGISTRATION APPLICATION
Bell model 430 aircraft, MSN 49078, N74RP
Addendum No. 1

- 13. WEA Manufacturing Inc.
Telephone Number: [REDACTED]
- 14. Warner Bros. Records
Telephone Number: [REDACTED]
- 15. Ivy Hill Corporation
Telephone Number: [REDACTED]
- 16. Atlantic Recording Co
Telephone Number: [REDACTED]
- 17. Entertainment Weekly
Telephone Number: [REDACTED]
- 18. Time-Life Inc.
Telephone Number: [REDACTED]
- 19. Warner Publisher Serv
Telephone Number: [REDACTED]
- 20. Southern Progress Cor
Telephone Number: [REDACTED]
- 21. Warner Music Group I
Telephone Number: [REDACTED]
- 22. Warner/Chappell Musi
Telephone Number: [REDACTED]
- 23. New Chappell Inc.
Telephone Number: [REDACTED]
- 24. Warner-Elektra-Atlant
Telephone Number: [REDACTED]
- 25. Time Inc. Ventures
Telephone Number: [REDACTED]

11-14

WASHINGTON
AND DISTRICT OF
COLUMBIA
NOV 19 3 04

U.S. DEPARTMENT OF
STATE

AIRCRAFT REGISTRATION APPLICATION
Bell model 430 aircraft, MSN 49078, N74RP
Addendum No. 1

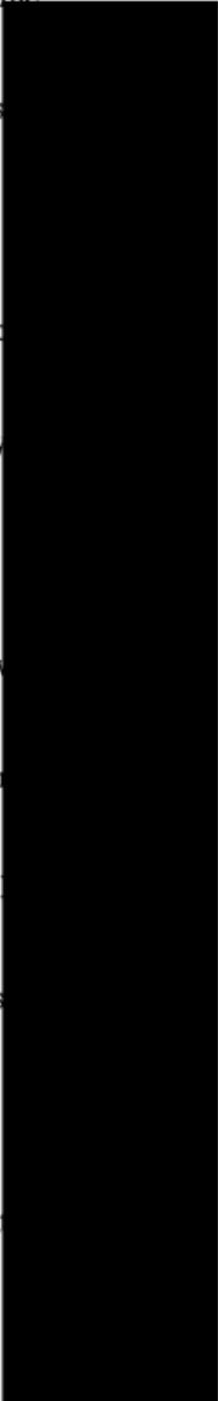
NAMES OF APPLICANTS:

1. AOL Time Warner Inc.
Telephone Number: [REDACTED]
2. America Online, Inc.
Telephone Number: [REDACTED]
3. Turner Broadcasting
Telephone Number: [REDACTED]
4. Time Warner Comp
Telephone Number: [REDACTED]
5. Warner Communica
Telephone Number: [REDACTED]
6. American Television Stations Corporation
Telephone Number: [REDACTED]
7. Time Warner Entertainment L.P. Trust, Wells Fargo Bank Northwest, National
Association, Trustee
Telephone Number: [REDACTED]
8. HBO Direct, Inc.
Telephone Number: [REDACTED]
9. Time Warner Cable
Telephone Number: [REDACTED]
10. Time Inc.
Telephone Number: [REDACTED]
11. Little, Brown and Co.
Telephone Number: [REDACTED]
12. Book-of-the-Month
Telephone Number: [REDACTED]

11-12

AIRCRAFT REGISTRATION APPLICATION
Bell model 430 aircraft, MSN 49078, N74RP
Addendum No. 1

- 13. WEA Manufacturing Inc
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Telephone Number:
- 15. Ivy Hill Corporation
Telephone Number:
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Telephone Number:
- 17. Entertainment Weekly
Telephone Number:
- 18. Time-Life Inc.
Telephone Number:
- 19. Warner Publisher Serv
Telephone Number:
- 20. Southern Progress Co
Telephone Number:
- 21. Warner Music Group
Telephone Number:
- 22. Warner/Chappell Mus
Telephone Number:
- 23. New Chappell Inc.
Telephone Number:
- 24. Warner-Elektra-Atlan
Telephone Number:
- 25. Time Inc. Ventures
Telephone Number:



11-10

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11-9

AIRCRAFT REGISTRATION APPLICATION
Bell model 430 aircraft, MSN 49078, N74RP
Addendum No. 2

AOL TIME WARNER INC.

TIME WARNER COMPANIES, INC.

WARNER COMMUNICATIONS INC.

AMERICAN TELEVISION AND
COMMUNICATIONS CORPORATION

WARNER MUSIC GROUP INC.

WARNER/CHAPPELL MUSIC, INC.

WARNER BROS. RECORDS INC.

ATLANTIC RECORDING CORPORATION

WARNER-ELEKTRA-ATLANTIC
CORPORATION

WEA MANUFACTURING INC.

HBO DIRECT, INC.

TIME WARNER CABLE HOLDINGS INC.

IVY HILL CORPORATION

By: _____
Name: _____
Title: Senior Vice President of and on behalf
of each of the above corporations

11-8

AMERICA ONLINE, INC.

TURNER BROADCASTING SYSTEM, INC.

By: _____

Name

Title: Vice President of and on behalf of
each of the above corporations

11-6

TIME INC.

BOOK-OF-THE-MONTH CLUB, INC.

ENTERTAINMENT WEEKLY INC.

TIME LIFE INC.

WARNER PUBLISHER SERVICES INC.

SOUTHERN PROGRESS CORPORATION

TIME INC. VENTURES

NEW CHAPPELL INC.

By: _____
Name

Title: Vice President of and on behalf of
each of the above corporations

11-26

0 0 0 0 0 0 0 2 9 7 9

11-3

AIRCRAFT REGISTRATION APPLICATION
Bell model 430 aircraft, MSN 49078, N74RP
Addendum No. 2

LITTLE, BROWN AND COMPANY (INC.)

By: _____
N



Senior Vice President

11-2

0 0 0 0 0 0 0 2 9 8 0

11-1

AIRCRAFT REGISTRATION APPLICATION
Bell model 430 aircraft, MSN 49078, N74RP
Addendum No. 2

TIME WARNER ENTERTAINMENT
COMPANY, L.P. TRUST

By: WELLS FARGO BANK NORTHWEST,
NATIONAL ASSOCIATION, not in its
individual capacity, but solely as Trustee

By:  _____

11

OKLAHOMA CITY
OCT 14 1964
FEDERAL BUREAU OF INVESTIGATION
U. S. DEPARTMENT OF JUSTICE

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

9H A 058 0508

10-15

CONVEYANCE
RECORDED

DEC 5 AM 11 28

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

UNITED STATES
REGISTRATION NUMBER **N74RP**
AIRCRAFT MANUFACTURER & MODEL
Bell 430

AIRCRAFT SERIAL No.
49078

DOES THIS **14th** DAY OF **Nov.**, 2001,
HEREBY SELL, GRANT, TRANSFER AND
DELIVER ALL RIGHTS, TITLE, AND INTERESTS
IN AND TO SUCH AIRCRAFT UNTO:

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

PURCHASER

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

The 25 co-owners named on
Addendum No. 1 attached hereto

DEALER CERTIFICATE NUMBER

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

IN TESTIMONY WHEREOF **we** HAVE SET **our** HAND AND SEAL THIS **14th** DAY OF **Nov.**, 2001.

SELLER

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
See Addendum No. 2	attached hereto	

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

ORIGINAL: TO FAA

Cert copy Rtd

10-14

OKLAHOMA CITY
OKLAHOMA
OCT 14 3 04 PM '01
POST OFFICE
OKLAHOMA CITY

0 0 0 0 0 0 0 2 9 6 6

10-13

AIRCRAFT BILL OF SALE
Bell model 430 aircraft, MSN 49078, N74RP
Addendum No. 1

NAMES OF CO-OWNERS:

1. AOL Time Warner Inc.
2. America Online, Inc.
3. Turner Broadcasting System, Inc.
4. Time Warner Companies, Inc.
5. Warner Communications Inc.
6. American Television and Communications Corporation
7. Time Warner Entertainment Company, L.P. Trust, Wells Fargo Bank Northwest, National Association, Trustee
8. HBO Direct, Inc.
9. Time Warner Cable Holdings Inc.
10. Time Inc.
11. Little, Brown and Company (Inc.)
12. Book-of-the-Month Club, Inc.
13. WEA Manufacturing Inc.
14. Warner Bros. Records Inc.
15. Ivy Hill Corporation
16. Atlantic Recording Corporation
17. Entertainment Weekly, Inc.
18. Time-Life Inc.
19. Warner Publisher Services Inc.
20. Southern Progress Corporation
21. Warner Music Group Inc.
22. Warner/Chappell Music, Inc.
23. New Chappell Inc.
24. Warner-Elektra-Atlantic Corporation
25. Time Inc. Ventures

10-12

AOL TIME WARNER INC.

TIME WARNER COMPANIES, INC.

WARNER COMMUNICATIONS INC.

AMERICAN TELEVISION AND
COMMUNICATIONS CORPORATION

WARNER MUSIC GROUP INC.

WARNER/CHAPPELL MUSIC, INC.

WARNER BROS. RECORDS INC.

ATLANTIC RECORDING CORPORATION

WARNER-ELEKTRA-ATLANTIC
CORPORATION

WEA MANUFACTURING INC.

HBO DIRECT, INC.

TIME WARNER CABLE HOLDINGS INC.

IVY HILL CORPORATION

By: _____

Name

Title: Senior Vice President of and on behalf
of each of the above corporations

10-10

10-10

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AIRCRAFT BILL OF SALE
Bell model 430 aircraft, MSN 49078, N74RP
Addendum No. 2

10-9

AMERICA ONLINE, INC.

TURNER BROADCASTING SYSTEM, INC.

By: _____

Name

Title: Vice President of and on behalf of
each of the above corporations

10-8

TIME INC.

BOOK-OF-THE-MONTH CLUB, INC.

ENTERTAINMENT WEEKLY INC.

TIME LIFE INC.

WARNER PUBLISHER SERVICES INC.

SOUTHERN PROGRESS CORPORATION

TIME INC. VENTURES

NEW CHAPPELL INC.

By: _____

Name

Title: Vice President of and on behalf of
each of the above corporations

10-6

0 0 0 0 0 0 0 2 9 5 2
AIRCRAFT BILL OF SALE
Bell model 430 aircraft, MSN 49068, N74RP
Addendum No. 2

10-5

TIME WARNER ENTERTAINMENT
COMPANY, L.P. TRUST

By: _____



10-4

0 0 0 0 0 0 1 0 2 7
Bell Model 430 aircraft, MSN 49068, N74RP
AIRCRAFT BILL OF SALE
Addendum No. 2

10-3

LITTLE, BROWN AND COMPANY (INC.)

By: _____
Name



Senior Vice President

10-2

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AIRCRAFT BILL OF SALE

Bell model 430 aircraft, MSN 49068, N74RP

Addendum No. 2

10-1

TW SERVICE HOLDINGS I, L.P. TRUST

By



RECEIVED
FEBRUARY 14 1964
U.S. DEPARTMENT OF JUSTICE
WASHINGTON, D.C.

9-1

0000002998

ASSIGNMENT OF SPECIAL REGISTRATION NUMBERS

Special Registration Number
N 74RP

Present Registration Number
N 5147X

Aircraft Make and Model
BELL 430

Serial Number
49078

1182150

Issue Date: **JULY 03, 2001**

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

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

The latest FAA Form 8130-6, Application For Airworthiness on file is dated:
APRIL 26, 2001

The airworthiness classification and category:
STD TRANSP.

ICAO AIRCRAFT ADDRESS CODE
FOR N74RP = 52370666

AOL TIME WARNER INC
[REDACTED]
NEW YORK NY 10019
AMERICA ONLINE INC
TURNER BROADCASTING SYSTEM INC
TIME WARNER COMPANIES INC
ET-AL

74RP

NUMBER CHANGED TO 74RP

DATE 10 NOV 30 2001

INSTRUCTIONS:

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

The authority to use the special number expires: **JULY 03, 2002**

CERTIFICATION aircraft described [REDACTED] was placed on the [REDACTED]

Signature of Owner: [REDACTED]

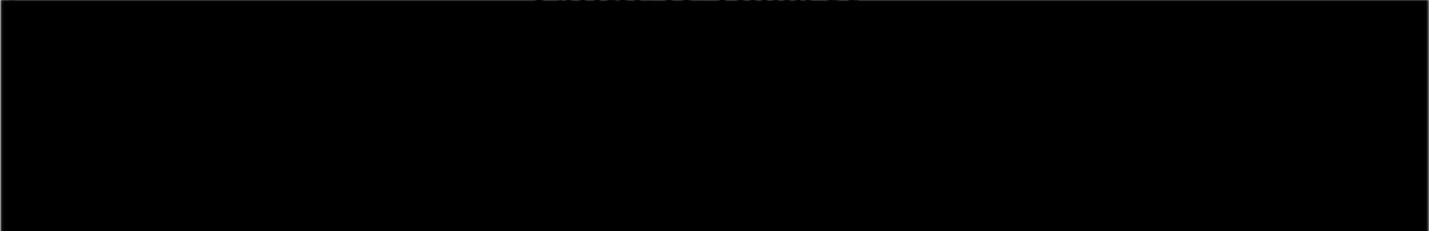
Title of Owner: **Senior Vice President, AOL Time Warner Inc.**

Date Placed on Aircraft: **Sept. 27, 2001**

RETURN FORM TO:
Civil Aviation Registry, AFS-750
[REDACTED]
Oklahoma City, Oklahoma 73125-0504

NOV 14 PM 3 04

OKLAHOMA CITY
OKLAHOMA



June 26, 2001

FAA Aircraft Registry
Oklahoma City, Oklahoma

Attention: Central Records Section

CLD N74RP
N6147X
17 JUL 03 2001

RE: Bell model 430 aircraft with manufacturer's serial number 49078 and United States nationality and registration marks N6147X (the "Aircraft")

Ladies and Gentlemen:

On behalf of Time Warner Companies, Inc. and the other 25 co-owners of the Aircraft, we hereby request that you authorize the change of the United States nationality and registration marks of the Aircraft to N74RP. Please send the AC Form 8050-64 to us in the Public Documents Room.

Very truly yours,



For the Firm

PGG/ch
Enclosure

cc: Ms. [redacted] (via telecopy)
Mr. [redacted] (via telecopy)

8

FILED WITH FAA
AIRCRAFT REGISTRATION BR
'01 JUN 26 PM 2 34
OKLAHOMA CITY
OKLAHOMA

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7-21

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

UNITED STATES
REGISTRATION NUMBER **N 6147X**

AIRCRAFT MANUFACTURER & MODEL
Bell 430

AIRCRAFT SERIAL No.
49078

CERT. ISSUE DATE

PK JUN 06 2001

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.)

See names of co-owners on Addendum No. 1
attached hereto

TELEPHONE NUMBER: ()

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street:

Rural Route:

P.O. Box:

CITY

STATE

ZIP CODE

New York

New York

10019

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

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

CERTIFICATION

I/WE CERTIFY:

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

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

CHECK ONE AS APPROPRIATE:

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

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

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

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

TYPE OR PRINT NAME BELOW SIGNATURE

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.	SIGNATURE	TITLE	DATE
	Signatures of co-owners are on Addendum No. 2 attached hereto		5-3-01

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.

AA

7:20

32-111-10000

FILED WITH FAA
AIRC
MAY 3 AM 10 14
OKLAHOMA CITY
OKLAHOMA

AIRCRAFT REGISTRATION APPLICATION
Bell model 430 aircraft, MSN 49078, N6147X
Addendum No. 1

NAMES OF APPLICANTS:

- 1. AOL Time Warner Inc.
Telephone Number: [REDACTED]
- 2. America Online, Inc.
Telephone Number: [REDACTED]
- 3. Turner Broadcasting
Telephone Number: [REDACTED]
- 4. Time Warner Comp
Telephone Number: [REDACTED]
- 5. Warner Communicat
Telephone Number: [REDACTED]
- 6. American Television
Telephone Number: [REDACTED] sions Corporation
- 7. Time Warner Enterta
Telephone Number: [REDACTED], L.P. Trust, Ray Nowak, Trustee
- 8. HBO Direct, Inc.
Telephone Number: [REDACTED]
- 9. Time Warner Cable
Telephone Number: [REDACTED]
- 10. Time Inc.
Telephone Number: [REDACTED]
- 11. Little, Brown and Co
Telephone Number: [REDACTED]
- 12. TW Service Holdings
Telephone Number: [REDACTED] omas W. McDermott, Trustee
- 13. Book-of-the-Month C
Telephone Number: [REDACTED]

#456-457 itd

7-18

FILED WITH FAA
MAY 3 3 10 14
OKLAHOMA CITY
OKLAHOMA

AIRCRAFT REGISTRATION APPLICATION
Bell model 430 aircraft, MSN 49078, N6147X
Addendum No. 1

- 14. WEA Manufacturing Inc
Telephone Number: [REDACTED]
- 15. Warner Bros. Records
Telephone Number: [REDACTED]
- 16. Ivy Hill Corporation
Telephone Number: [REDACTED]
- 17. Atlantic Recording Co
Telephone Number: [REDACTED]
- 18. Entertainment Weekly
Telephone Number: [REDACTED]
- 19. Time-Life Inc.
Telephone Number: [REDACTED]
- 20. Warner Publisher Serv
Telephone Number: [REDACTED]
- 21. Southern Progress Cor
Telephone Number: [REDACTED]
- 22. Warner Music Group I
Telephone Number: [REDACTED]
- 23. Warner/Chappell Musi
Telephone Number: [REDACTED]
- 24. New Chappell Inc.
Telephone Number: [REDACTED]
- 25. Warner-Elektra-Atlant
Telephone Number: [REDACTED]
- 26. Time Inc. Ventures
Telephone Number: [REDACTED]

7-16

OKLAHOMA CITY
OKLAHOMA
AIRCRAFT
FILED WITH FAA
MAY 3 3 01 PM '14

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7-15

Addendum No. 2 to Aircraft Registration Application
for Bell model 430 aircraft, MSN 49078, N6147X

Signatures of co-owners:

AOL TIME WARNER INC.

WARNER COMMUNICATIONS INC.

AMERICAN TELEVISION AND
COMMUNICATIONS CORPORATION

WARNER MUSIC GROUP INC.

WARNER/CHAPPELL MUSIC, INC.

WARNER BROS. RECORDS INC.

ATLANTIC RECORDING CORPORATION

WARNER-ELEKTRA-ATLANTIC
CORPORATION

WEA MANUFACTURING INC.

HBO DIRECT INC.

By: _____

Name

Title: Senior Vice President of and on behalf
of each of the above corporations

7-14

OKLAHOMA CITY
OKLAHOMA
AIRC
FILED WITH FAA
MAY 3 1961

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7-13

Addendum No. 2 to Aircraft Registration Application
for Bell model 430 aircraft, MSN 49078, N6147X

Signatures of co-owners:

AMERICA ONLINE, INC.

TURNER BROADCASTING SYSTEM, INC.

TIME WARNER CABLE HOLDINGS INC.

IVY HILL CORPORATION

By: _____

N

Title: Vice President of and on behalf of
each of the above corporations

7-12

OKLAHOMA CITY
OKLAHOMA
MAY 3 1961
FILED WITH FAA
AIRPORT

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7-11

Addendum No. 2 to Aircraft Registration Application
for Bell model 430 aircraft, MSN 49078, N6147X

Signatures of co-owners:

TIME WARNER COMPANIES, INC.

By: 
Title: Senior Vice President

TIME WARNER ENTERTAINMENT
COMPANY, L.P. TRUST

By:  Trustee

TW SERVICE HOLDINGS I, L.P. TRUST

By:  Trustee

7-10

OKLAHOMA CITY
OKLAHOMA
MAY 3 1961
FILED WITH FAA
AIRCRAFT REGISTRATION

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7-9

Addendum No. 2 to Aircraft Registration Application
for Bell model 430 aircraft, MSN 49078, N6147X

Signatures of co-owners:

TIME WARNER COMPANIES, INC.

By: _____
Name:
Title:

TIME WARNER ENTERTAINMENT
COMPANY, L.P. TRUST

By: _____

TW SERVICE HOLDINGS I, L.P. TRUST

By: _____ Trustee

FILED WITH FAA
MAY 3 10 14 AM '01
OKLAHOMA CITY
OKLAHOMA

0 0 0 0 0 0 0 0 4 5 2

7-7

Addendum No. 2 to Aircraft Registration Application
for Bell model 430 aircraft, MSN 49078, N6147X

Signatures of co-owners:

TIME WARNER COMPANIES, INC.

By: _____
Name:
Title:

TIME WARNER ENTERTAINMENT
COMPANY, L.P. TRUST

By: _____


TW SERVICE HOLDINGS I, L.P. TRUST

B 

7-6

OKLAHOMA CITY
OKLAHOMA
MAY 3 1961
FILED WITH FAA

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Addendum No. 2 to Aircraft Registration Application
for Bell model 430 aircraft, NMSN 49078, N6147X

Signatures of co-owners:

TIME INC.

BOOK-OF-THE-MONTH CLUB, INC.

ENTERTAINMENT WEEKLY INC.

TIME LIFE INC.

WARNER PUBLISHER SERVICES INC.

SOUTHERN PROGRESS CORPORATION

TIME INC. VENTURES

By

A large black rectangular redaction box covering the signature of the representative.

Title: Vice President of and on behalf of
each of the above corporations

7-4

OKLAHOMA CITY
OKLAHOMA
MAY 3 10 14
REGISTERED WITH FAA

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7-3

Addendum No. 2 to Aircraft Registration Application
for Bell model 430 aircraft, MSN 49078, N6147X

Signatures of co-owners:

LITTLE, BROWN AND COMPANY (INC.)

By: _____

Name: _____

Senior Vice President

7-2

OKLAHOMA CITY
OKLAHOMA
MAY 3 1971
RECEIVED WITH FAA

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7-1

Addendum No. 2 to Aircraft Registration Application
for Bell model aircraft, MSN 49068, N6147X

Signatures of co-owners:

NEW CH

By: _____

Name

Title: Vice President

7

FILED WITH FAA
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OKLAHOMA CITY
OKLAHOMA

16-2

OKLAHOMA CITY
OKLAHOMA
MAY 3 10 14 AM '01
FILED WITH FAA

AIRCRAFT BILL OF SALE
Bell model 430 aircraft, MSN 49078, N6147X
Addendum

NAMES OF CO-OWNERS:

1. AOL Time Warner Inc.
2. America Online, Inc.
3. Turner Broadcasting System, Inc.
4. Time Warner Companies, Inc.
5. Warner Communications Inc.
6. American Television and Communications Corporation
7. Time Warner Entertainment Company, L.P. Trust, Ray Nowak, Trustee
8. HBO Direct, Inc.
9. Time Warner Cable Holdings Inc.
10. Time Inc.
11. Little, Brown and Company (Inc.)
12. TW Service Holdings I, L.P. Trust, Thomas W. McDermott, Trustee
13. Book-of-the-Month Club, Inc.
14. WEA Manufacturing Inc.
15. Warner Bros. Records Inc.
16. Ivy Hill Corporation
17. Atlantic Recording Corporation
18. Entertainment Weekly, Inc.
19. Time-Life Inc.
20. Warner Publisher Services Inc.
21. Southern Progress Corporation
22. Warner Music Group Inc.
23. Warner/Chappell Music, Inc.
24. New Chappell Inc.
25. Warner-Elektra-Atlantic Corporation
26. Time Inc. Ventures

6

OKLAHOMA CITY
OKLAHOMA
MAY 3 10 14 AM '01
FILED WITH FAA

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4-1

BILL OF SALE		Do not write in this block for FAA/DOT use only
For and in consideration of \$10+, the undersigned owner(s) of the full legal and beneficial title of the aircraft described as follows:		CONVEYANCE RECORDING MICROFILM CODE IC JC
Aircraft Make and Model <p style="text-align: center;">BELL 430</p>		APR 20 PM 3 05 FEDERAL AVIATION ADMINISTRATION
Manufacturer's Serial Number <p style="text-align: center;">49078</p>	Nationality and Registration Marks <p style="text-align: center;">U.S. N6147X</p>	
does this 17th day of April, 2001, sell, grant, transfer and deliver all rights, title, and interests in and to such aircraft unto:		
P U R C H A S E R	Name and Address (If individual(s), give last name, first name and middle initial) <p style="text-align: center;">Bell Helicopter Textron Inc., [REDACTED] Fort Worth, Texas 76101</p>	

and to its executors, administrators, and assigns to have and to hold singularly the said aircraft forever, and certifies that same is not subject to any mortgage or other encumbrance except:

NONE

Type of encumbrance	Amount	Dated

In favor of

IN TESTIMONY WHEREOF I HAVE SET MY HAND AND SEAL, THIS 17TH DAY OF APRIL, 2001

NAME OF [REDACTED] HELICOPTER TEXTRON, A DIVISION OF TEXTRON CANADA LIMITED

BY: [REDACTED] / F. CHAGNON

TITLE: [REDACTED] ADMINISTRATION



011101120483
\$5.00 04/20/2001

CLASSIFIED
EXCEPT WHERE SHOWN OTHERWISE

FR
4-20-01
CN



Am 103006 3-1

Ottawa ON K1A 0N8

T APR 20 2001

T APR 20 2001

Telephone - Téléphone
Facsimile - Télécopieur



PRIOR RECORD N

6147X

Internet : <http://www.tc.gc.ca/aviation/general/ccarcs/index.htm>

REINSTATED as *N6147X*

April 20, 2001

File - Dossier

4-12-01

5008-4-12

18 APR 20 2001

FEDERAL AVIATION ADMINISTRATION
AIRCRAFT REGISTRATION BRANCH (AFS-750)
OKLAHOMA CITY OK 73125



(U.S.A.) KOEXYAYX

URGENT \ AARRC 2001-0282NR

This confirms that the following aircraft has never been entered on the Canadian Civil Aircraft Register.

MANUFACTURER: BELL HELICOPTER DIVISION TEXTRON CANADA LTD.
MODEL: 430
SERIAL NUMBER: 49078

for Nicole Ringuette
Louise J. Knox
Acting Chief
Aircraft Registration and Leasing

INFOCOPY TO:
CHRISTINE SAVOIE
ADMINISTRATOR, AIRCRAFT
CERTIFICATION
TEXTRON CANADA LTD.



Canada

CP Lam

APR 20 1957

OKLAHOMA CITY
APR 20 18 57
FILED WITH FAA
AIRCRAFT REGISTRATION BR

2-1

04/20/2001 08:09 6139901007 0 0 0 0 0 0 0 0 6 4 2



Ottawa ON K1A 0N8

Telephone - Téléphone
Facsimile - Télécopieur

Internet : <http://www.tc.gc.ca/aviation/general/ccarcs/index.htm>

April 20, 2001

File - Dossier
5008-4-12

FEDERAL AVIATION ADMINISTRATION
AIRCRAFT REGISTRATION BRANCH (AFS-750)
OKLAHOMA CITY OK 73125

[Redacted] KOEXYAYX

URGENT AARRC 2001-0282NR

This confirms that the following aircraft has never been entered on the Canadian Civil Aircraft Register.

MANUFACTURER: BELL HELICOPTER DIVISION TEXTRON CANADA LTD.
MODEL: 430
SERIAL NUMBER: 49078



INFOCOPY TO:
CHRISTINE SAVOIE
ADMINISTRATOR, AIRCRAFT
CERTIFICATION
TEXTRON CANADA LTD.



Canada

2

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4-20-01
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Bell Helicopter **TEXTRON**

NO PRIOR RECORD

7761474
10 APR 12 2001
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Bell Helicopter Textron Inc.
A Subsidiary of Textron Inc.



DESCRIPTION OF AIRCRAFT

Date: April 9, 2001
Manufacturer: Bell Helicopter Textron, A Division of Canada Limited
Model: 430
Serial Number: 49078
Registration Number: TBD

Please assign any registration number to the above described aircraft.

I certify this "N" number will not be painted on the aircraft until foreign registration has ended.

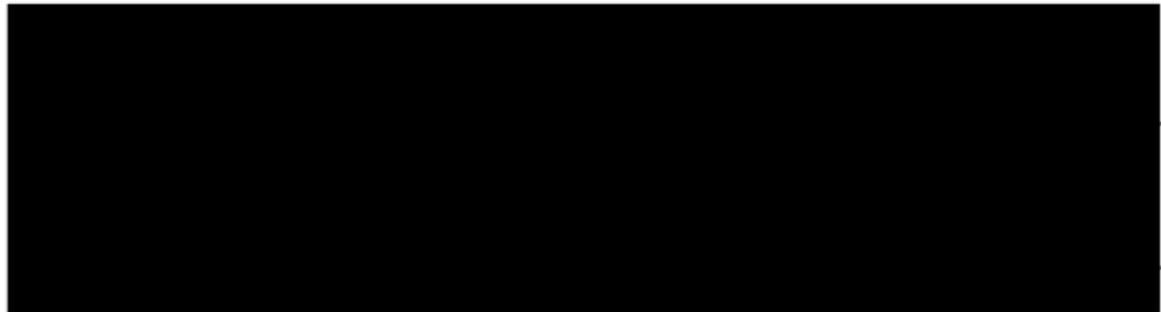
Bell Helicopter Textron Inc.
(Name of Corporation, Partnership or Individual)



Manager
(Title)

State) TEXAS
County) TARRANT

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



000

OKLAHOMA CITY

APR 11 PM 12 26

RECEIVED WITH EAA