MEMORANDUM TO THE FILE

SD	August 7, 2020
ID	DATE

AIRCRAFT: N5548A

DOCUMENT RETURNED August 7, 2020 (date)

Date received: July 29, 2020

Reason returned: Renewal App already processed on 07/16/2020 doc id 1540 and new expiration is 08/31/2023. No fee received. (Returning doc id 4364).

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

AIRCRAFT REGISTRATION RENEWAL APPLICATION

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

AIRCRAFT REGISTRATION NUMBER	SERIAL NUMBER
N 5548A	75-7661
MANUFACTURER	**MODEL**
GRUMMAN	G-21A

DATE OF ISSUANCE	DATE OF EXPIRATION	TYPE OF REGISTRATION
08/22/2017	08/31/2023	INDIVIDUAL

ENTER REGISTERED OWNER(S) & ADDRESS FROM FAA FILE

(Owner 1) CHAMBERS CHRISTOPHER J

(Owner 2)

Note: Enter any additional owner names on page two.

(Address) 6777 NW 3RD ST

(Address)

City MARGATE State FL Zip 33063-5035

Country UNITED STATES

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

(Address)

(Address)

City State Zip

Country

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

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

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

NEW MAILING ADDRESS

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

HELPFUL INFORMATION

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

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

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

Signature and Title Requirements for Common Registration Types:

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

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

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

TO CANCEL THE REGISTRATION FOR THIS AIRCRAFT:

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

☐ **CANCELLATION OF REGISTRATION IS REQUESTED.**

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

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

☐ **THE AIRCRAFT WAS EXPORTED TO:**

☐ **OTHER, Specify**

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

SIGNATURE OF OWNER 1 (required field)	PRINTED NAME OF SIGNER (required field)	TITLE (required field)	DATE
Electronically Certified by Registered Owners			7/16/2020
SIGNATURE OF OWNER 2	PRINTED NAME OF SIGNER	TITLE	DATE

Use page 2 for additional signatures.

Fee paid: $5 (202007161351275633NB)

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

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

REF N-NUM: 5548A

FORM APPROVED
OMB No. 2120-0042

Accepted KF Aug/22/2017

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

CERT. ISSUE DATE

UNITED STATES REGISTRATION NUMBER N5548A

AIRCRAFT MANUFACTURER & MODEL
GRUMMAN G21

AIRCRAFT SERIAL No.
75-7661

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.)
CHAMBERS, CHRISTOPHER J.

TELEPHONE NUMBER: (954-303-5366

ADDRESS (Permanent mailing address for first applicant listed.)
Number and street: 6777 NW 3RD STREET

Rural Route: P.O. Box:

CITY	STATE	ZIP CODE
MARGATE,	FL	33063

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

ATTENTION! Read the following statement before signing this application. This portion MUST be completed.

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

CERTIFICATION

I/WE CERTIFY:

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

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

CHECK ONE AS APPROPRIATE:

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

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

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

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

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

TYPE OR PRINT NAME BELOW SIGNATURE

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.

SIGNATURE	TITLE	DATE
CHRISTOPHER J. CHAMBERS	INDIVIDUAL	07-26-17
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

2017 AUG -9 A 7:48

OKLAHOMA CITY
OKLAHOMA

FORM APPROVED
OMB NO. 2120-0042

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

AIRCRAFT BILL OF SALE

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

UNITED STATES REGISTRATION NUMBER N 5548 A

AIRCRAFT MANUFACTURER & MODEL GRUMMAN G 21

AIRCRAFT SERIAL No. 75-7661

DOES THIS DAY OF 20 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.)

CHAMBERS, CHRISTOPHER J.
6777 NW 3RD STREET
MARGATE, FL 33063

DEALER CERTIFICATE NUMBER

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

IN TESTIMONY WHEREOF HAVE SET HAND AND SEAL THIS DAY OF 20

SELLER

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN)	TITLE (TYPED OR PRINTED)
PATRICK M STURGES		INDIVIDUAL OWNER
	172210853333 $5.00 08/09/2017	

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

2017 AUG -9 A 7:48

OKLAHOMA CITY
OKLAHOMA

OMB Control Number 2120-0729
Expires 04/30/2017

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

AIRCRAFT REGISTRATION RENEWAL APPLICATION

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

AIRCRAFT REGISTRATION NUMBER: N 5548A	SERIAL NUMBER: 75-7661
MANUFACTURER: GRUMMAN	MODEL: G-21A
DATE OF ISSUANCE: NOV 2014	DATE OF EXPIRATION: NOV 30 2016
TYPE OF REGISTRATION: INDIVIDUAL	

ENTER REGISTERED OWNER(S) & ADDRESS FROM FAA FILE

(Owner 1) PATRICK M STURGES

(Owner 2)

Note: Enter any additional owner names on page two.

(Address) ~~10875 SE 24th STREET RD~~

(Address) 6321 EATON ST

City ~~Silver Spring~~ Hollywood State FL Zip ~~34488~~ 33024

Country ~~MARION~~ BROWARD

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

(Address)

(Address)

City State Zip

Country

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

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

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

NEW MAILING ADDRESS 10875 SE 24th Street RD
Silver Spring FL 34488

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

HELPFUL INFORMATION

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

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

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

Signature and Title Requirements for Common Registration Types:

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

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

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

☐ **CANCELLATION OF REGISTRATION IS REQUESTED.**

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

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

☐ **THE AIRCRAFT WAS EXPORTED TO:**

☐ **OTHER, Specify**

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

SIGNATURE OF OWNER 1 (required field)	PRINTED NAME OF SIGNER (required field)	TITLE (required field)	DATE
[signature]	PATRICK M STURGES	OWNER	19 Sep 2016
SIGNATURE OF OWNER 2	PRINTED NAME OF SIGNER	TITLE	DATE

Use page 2 for additional signatures.

OMB Control Number 2120-0729
Expires 04/30/2017

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

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

11.7.16 cf
FFR

DOCUMENT LEVEL ANNOTATIONS

RECEIPT 162011350253 $5.00 07/19/2016

PRINT PAGE 1 | PRIVACY ACT STATEMENT

OMB Control Number 2120-0729
Expires 05/31/2014

Accepted SS Sep/04/2013

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

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

AIRCRAFT REGISTRATION NUMBER N 5548A	SERIAL NUMBER 75-7661
MANUFACTURER GRUMMAN	MODEL G-21A

DATE OF ISSUANCE	DATE OF EXPIRATION	TYPE OF REGISTRATION

ENTER REGISTERED OWNER(S) & ADDRESS FROM FAA FILE

(Owner 1) PATRICK M STURGES

(Owner 2)

Note: Enter any additional owner names on page two.

(Address) 6321 EATON ST

(Address)

City Hollywood State FL Zip 33024

Country BROWARD.

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

(Address)

(Address) N/A

City State Zip

Country

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

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

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

NEW MAILING ADDRESS

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

HELPFUL INFORMATION

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

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

Signature and Title Requirements for Common Registration Types:
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- 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.

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TO CANCEL THE REGISTRATION FOR THIS AIRCRAFT:
CHECK all applicable blocks below, COMPLETE, SIGN, DATE & MAIL this form with any fees to the: FAA Aircraft Registry, PO Box 25504, Oklahoma City, OK, 73125-0504, or by courier to: 6425 S Denning Rm. 118, Oklahoma City OK 73169-6937

☐ **CANCELLATION OF REGISTRATION IS REQUESTED.**

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

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

☐ **THE AIRCRAFT WAS EXPORTED TO:**

☐ **OTHER, Specify**

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

SIGNATURE OF OWNER 1 (required field)	PRINTED NAME OF SIGNER (required field)	TITLE (required field)	DATE
	PATRICK M. STURGES	OWNER	29 JUNE 13
SIGNATURE OF OWNER 2	PRINTED NAME OF SIGNER	TITLE	DATE

Use page 2 for additional signatures.

13220091 6358
$5.00 08/08/2013

AC Form 8050-1B (04/12)

FILED WITH FAA
AIRCRAFT REGISTRATION BR

2013 AUG 8 AM 9 26

OKLAHOMA CITY
OKLAHOMA

OMB Control Number 2120-0729
Expires 2/29/2012

Accepted CK Nov/23/2010

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

DEPARTMENT OF TRANSPORTATION-FEDERAL AVIATION ADMINISTRATION

AIRCRAFT RE-REGISTRATION APPLICATION

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

AIRCRAFT REGISTRATION NUMBER N 5548A	SERIAL NUMBER 75-7661
MANUFACTURER GRUMMAN	MODEL G-21A

DATE OF ISSUANCE	DATE OF EXPIRATION	TYPE OF REGISTRATION
MARCH 1 2007	MARCH 31 2011	INDIVIDUAL

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

(Owner 1) PATRICK M STURGES
(Owner 2)

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

(Address) 6321 EATON ST
(Address)
City Hollywood State FL Zip 33024
Country USA

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

(Address)
(Address)
City State Zip
Country

INFORMATION FOR COMPLETION

Additional information may be obtained at our web page or by phone at 866-762-9434.

Aircraft Registration Information may be reviewed at :

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

Signature Requirements for Listed Registration Types:

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

Note: All signatures must be in ink.

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

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

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

MAILING ADDRESS

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

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

CANCELLATION OF REGISTRATION IS REQUESTED FOR THE REASON MARKED BELOW,

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

103071105081
$5.00 11/03/2010

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

☐ **3. THE AIRCRAFT WAS EXPORTED TO:**

☐ **4. OTHER, Specify**

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

SIGNATURE OF OWNER 1	PRINTED NAME OF SIGNER	TITLE	DATE
	PATRICK STURGES	OWNER	29 OCT 2010
SIGNATURE OF OWNER 2	**PRINTED NAME OF SIGNER**	**TITLE**	**DATE**

FORM APPROVED
OMB No. 2120-0042

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

CERT. ISSUE DATE

UNITED STATES REGISTRATION NUMBER N5548A

AIRCRAFT MANUFACTURER & MODEL G-21A

AIRCRAFT SERIAL No. 75-7661

T MAR 1 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

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

STURGES, PATRICK, M

TELEPHONE NUMBER: (954) 605 3387

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: 6321 EATON ST

Rural Route: P.O. Box:

CITY	STATE	ZIP CODE
Hollywood	FL	33024

☐ **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
Patrick M Sturges	Individual	5 Feb 07
SIGNATURE	TITLE	DATE
SIGNATURE	TITLE	DATE
	#5 062401236147 8/22/06	

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

AC Form 8050-1 (12/90) (0052-00-628-9007) Supersedes Previous Edition

cpy appl #1223 8/28/06
cpy appl # 172 11/21/00

FILED WITH FAA
AIRCRAFT REGISTRATION BR

'07 FEB 23 AM 9 38

OKLAHOMA CITY
OKLAHOMA

FORM APPROVED
OMB NO. 2120-0042

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

AIRCRAFT BILL OF SALE

T 081162

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

UNITED STATES REGISTRATION NUMBER N 5548A

AIRCRAFT MANUFACTURER & MODEL

CONVEYANCE RECORDED

AIRCRAFT SERIAL No. 75-7661

DOES THIS DAY OF 20 2007 MAR 1 AM 11 33

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.)

Sturges Patrick M
6321 Eaton St
Hollywood Fl
33024

DEALER CERTIFICATE NUMBER

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

IN TESTIMONY WHEREOF HAVE SET HAND AND SEAL THIS DAY OF 20

SELLER

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN)	TITLE (TYPED OR PRINTED)
TUTHILL CORPORATION	JAMES G TUTHILL, JR	CHIEF EXECUTIVE OFFICER

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

dup
ORIGINAL: ~~TO FAA~~ rtd

AC Form 8050-2 (9/92) (NSN 0052-00-629-0003) Supersedes Previous Edition

rtn b/s # 173 ffl 11/21/06

[illegible]

FORM APPROVED
OMB No. 2120-0042

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

9

CERT. ISSUE DATE

UNITED STATES REGISTRATION NUMBER N 5548 A

AIRCRAFT MANUFACTURER & MODEL Grumman G21A

AIRCRAFT SERIAL No. 75-7661

NN JUL 20 2004

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.)

Tuthill Corporation

TELEPHONE NUMBER: (630) 382-4900

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: 8500 S Madison St

Rural Route: P.O. Box:

CITY	STATE	ZIP CODE
Burr Ridge	IL	60527-6284

☐ **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
James G. Tuthill	CEO	9 June 04
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.

FLYING TIME EXTENDED 60 DAYS FROM 5/18/04 HH

AC Form 8050-1 (12/90) (0052-00-628-9007) Supersedes Previous Edition

APP RECD FFRD 6/21/04 MICRO#58

FILED WITH FAA
AIRCRAFT REGISTRATION

'04 JUN 21 AM 9 19

OKLAHOMA CITY
OKLAHOMA

FORM APPROVED
OMB NO. 2120-0042

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

0 0 0 0 0 0 3 1 6

AIRCRAFT BILL OF SALE

N N 0 2 7 4 8 1

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

UNITED STATES REGISTRATION NUMBER N 5548A

AIRCRAFT MANUFACTURER & MODEL Grumman G-21A

CONVEYANCE RECORDED

AIRCRAFT SERIAL No. 75-7661

2004 JUL 20 AM 8 34

DOES THIS 26th DAY OF February 2004 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.)

TUTHILL Corporation
8500 S Madison St
Burr Ridge, IL 60527-6284

DEALER CERTIFICATE NUMBER

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

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

SELLER

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
Tropic Bird Holdings, Inc.		Secretary/ Treasure

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

041101442346
$5.00 04/19/2004

ORIGINAL: TO FAA

AC Form 8050-2 (9/92) (NSN 0052-00-629-0003) Supersedes Previous Edition

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DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

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

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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

65-1

'99 AUG 6 AM 11 03

ADMINISTRATION

SEE RECORDED CONVEYANCE
NUMBER J78878
FICHE# 4 PAGE# 59-7

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FOR FAA USE ONLY

PART I - CONVEYANCE RECORDATION NOTICE

NAME (last name first) OF DEBTOR
Tropic Bird Holdings, Inc.

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE
1st Source Bank
P.O. Box 1602
South Bend, IN 46634

NAME OF SECURED PARTY'S ASSIGNOR (if assigned)

FAA REGISTRATION NUMBER	AIRCRAFT SERIAL NUMBER	AIRCRAFT MFG. (BUILDER) and MODEL
N5548A	**75-7661**	**Grumman G-21A**

ENGINE MFR. and MODEL	ENGINE SERIAL NUMBER(s)
PROPELLER MFR. and MODEL	PROPELLER SERIAL NUMBER(s)

THE SECURITY CONVEYANCE DATED **May 20, 1997** COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REGISTRY ON **August 23, 1997** AS CONVEYANCE NUMBER **J78878**.
ASSUMPTION DATED **July, 1998** THAT WAS RECORDED AT THE CIVIL AVIATION REGISTRY ON **August 28, 1998**
AS CONVEYANCE NUMBER **SS010477**.

FAA CONVEYANCE EXAMINER

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

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

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

DATE OF RELEASE: 6-15-99

1st Source Bank
(Name of Security Holder)

SIGNATURE (in Ink) Kathy Bodkin
Kathy Bodkin

TITLE **Finance Officer**

ACKNOWLEDGMENT (*If Required By Applicable Local Law*):

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

AIR51003 Rev 5/96

FILED WITH FAA
AIRCRAFT REGISTRATION BR

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OKLAHOMA

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NN015391

CONVEYANCE
RECORDED

RELEASE OF LIEN

'98 NOV 27 PM 12 58

The undersigned, **MORRIS S. McCASTLAIN** and **T. GRAF BUCKENMAIER, Trustee,** do hereby release their liens on the following aircraft:

ADMINISTRATION

FAA REGISTRATION #: **5548A**
MFG: GRUMMAN G-21A **DATE OF PURCHASE: 12/12/88**
SERIAL # 75-7661 **TYPE OWNERSHIP: INDIVIDUAL**
REGISTERED OWNER: **Douglas F. Martin, MD, 875 Meadows Road, Suite 311 Boca Raton, FL 33480**
PREVIOUS OWNER: **Anthony Stinis, Frank A. Hill, 1601 SE 12th Court Ft. Lauderdale, FL 33316**

SEE RECORDED CONVEYANCE
NUMBER NN000472 et al
FICHE # R4 PAGE # 56-5

The following lien is being released by the undersigned:

Security Agreement dated December 9, 1991
Recorded: January 16, 1992
Amount: $100,000.00
Document: NN000472
By: Douglas F. Martin, MD
To: Morris S. McCastlain, 415 NW 22nd Street, Delray Beach, FL 33444

AND

Assignment Dated January 25, 1994
Recorded May 18, 1994
Amount: Not shown
Document: KK19005
By: Douglas F. Martin, MD
To: Morris S. McCastlain, 415 NW 22nd Street, Delray Beach, FL 33444
Assigned to T. Graf Buckenmaier, Trustee, 359 South County Road Palm Beach, FL 33480

The undersigned do forever and unconditionally release, **DOUGLAS F. MARTIN, MD**, debtor, from the aforesaid liens and hereby officially request the F.A.A., PO Box 25504, Oklahoma City, OK, to release said liens of record.

FILED WITH FAA
AIRCRAFT REGISTRATION
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OKLAHOMA CITY
OKLAHOMA

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IN WITNESS WHEREOF, we have hereunto set our hands and seals this 22 day of May, 1997.

Signed, sealed and delivered in the presence of:

Donald C. Dowling
Printed Name

Patti Hasner
Patti Hasner
Printed Name

Denise R. Wells
Printed Name

Donald C. Dowling
Printed Name

Morris S. McCastlain
MORRIS S. McCASTLAIN

T. Graf Buckenmaier
T. GRAF BUCKENMAIER

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **MORRIS S. McCASTLAIN**, releasor, personally known to me or who produced _____ as identification, to me known to be the person described in and who executed the foregoing instrument and who acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 22nd day of May, 1997.

Patti Hasner
Notary Public

My Commission Expires:

OFFICIAL SEAL
PATTI HASNER
Notary Public, State of Florida
My Commission Expires
September 22, 2000
Commission No. CC 576407

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **T. GRAF BUCKENMAIER**, releasor, ~~personally known to me~~ or who produced _____ as identification, to me known to be the person described in and who executed the foregoing instrument and who acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 22 day of May, 1997.

Donald C. Dowling
Notary Public

My Commission Expires:

OFFICIAL SEAL
DONALD C. DOWLING
Notary Public, State of Florida
My Commission Expires
December 13, 1997
CC No. 332997

OFFICIAL SEAL
C. DOWLING
State of Florida
mission Expires
December 13, 1997
CC No. 332997

FILED WITH F.A.A.
AIRCRAFT REGISTRATION
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OKLAHOMA CITY
OKLAHOMA

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1st Source Bank Aircraft Division

SS010477

AIRCRAFT SECURITY AGREEMENT

THIS AGREEMENT is made this 20th day of May, 1997, by and between 1st SOURCE BANK, ("Bank") of P.O. Box 1602, South Bend, Indiana 46634, and Douglas F. Martin, M.D., ("Buyer"), of 875 Meadows Road, Suite 312, Boca Raton, FL 33486.

CONVEYANCE RECORDED

1. Concurrently herewith, Bank has loaned and advanced to Buyer and Buyer hereby acknowledges receipt of the principal sum specified in any Exhibit A, including official fees disbursed on Buyer's behalf (the "Loan") to finance for Buyer the aircraft identified below. For the purpose of this Agreement, Exhibit A" means the original Exhibit A attached hereto and any subsequent Exhibit A evidencing new or additional advances that may be made from time to time.

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2. Buyer hereby grants to Bank a lien and security interest under the Uniform Commercial Code in and to the following described aircraft, its airframe and engine or engines, complete with all logs, records and manuals relating thereto, and all propellers, extra engines, equipment, furnishings, avionics, navionics, parts, attachments and accessories now or hereafter identified to, attached to (or stored in an agreed location) or otherwise related to said aircraft; and with all present and future repairs, additions, accessions, substitutions, exchanges, replacements and all returned and repossessed goods; and all present and future insurance proceeds, instruments, documents, accounts (including lease and rental accounts), general intangibles, chattel paper, and all leases and temporary rental contracts, and all lease payments, rental payments and other collections arising therefrom, all of which are specifically and irrevocably assigned hereby; and the proceeds, both cash and noncash, of all the foregoing (all hereinafter collectively called the "Aircraft"). The security interest granted herein shall secure payment of all obligations and liabilities of Buyer to Bank hereunder, whether absolute or contingent, direct or indirect, now existing or hereafter arising, as well as the punctual performance by Buyer of all warranties and agreements contained herein.

YEAR MFG.	MANUFACTURER OF AIRCRAFT		MODEL NO.	SERIAL NO.
1943	Grumman		G-21A	7661
MFG. OF ENGINE(S)	ENGINE MODEL NO(s)	ENGINE SERIAL NO.(s)	FAA NO.	HOME AIRPORT
			N5548A	BOCA RATON, FL

DESCRIBE EXTRA EQUIPMENT: King KX-155 Nav/Com; Collins Digital Com; Narco Nav 12; KR-86 ADF; KT-76A Transponder; KN62 DME; KMA20 Audio Panel.

SEE RECORDED CONVEYANCE
NUMBER J78878
FICHE# R4 PAGE# 59-7

3. To induce Bank to continue to make additional loans and advances to Buyer, to integrate payments and otherwise extend credit to Buyer, Buyer grants an additional security interest in Aircraft to secure unto Bank the repayment of all debts and obligations of Buyer to Bank, both present and future, whether direct, indirect, absolute or contingent and however accruing or arising. Buyer further agrees that this security interest shall not be terminated in whole or in part until all debts and obligations to Bank are fully paid and performed by Buyer; provided however, that, in the event Buyer fully satisfies all debts and obligations under this Agreement or if more than one Aircraft is described hereon, Bank, in its sole discretion is satisfied that Buyer has fully paid for an Aircraft, and Buyer is not in default under this Agreement or any other instrument or agreement with Bank, then Bank shall release and terminate its security interest in that Aircraft or Aircrafts for which payment in full has been received and accepted by Bank.

4. The home airport of Aircraft shall be identified in provision 2 hereof and shall not be changed nor shall Aircraft be removed from the Continental United States for a period exceeding consecutive 30 days, without the prior written consent of Bank. Buyer shall permit Bank to inspect both Aircraft and all books, records and logs relating to Aircraft, its flights and its maintenance, at all reasonable times.

5. Aircraft will be kept airworthy and in good repair and operating condition in accordance with the rules and regulations of the Federal Aviation Administration (hereinafter referred to as "FAA") and Buyer will not permit the same to be damaged or injured and shall not sell, assign, mortgage, grant a security interest in or otherwise dispose of Aircraft or any interest therein, or any part thereof, including any equipment or accessories. Aircraft will not be leased or rented except with the prior written consent of Bank, and Buyer will not suffer or permit any lien, encumbrance or charge of any character whatsoever upon or against Aircraft except this Agreement, and will pay or cause to be paid all taxes that may be levied against Aircraft. Buyer will notify Bank immediately if the police or any other authority seizes or impounds Aircraft.

6. Buyer warrants and agrees that it is the absolute owner of Aircraft with full power to grant and convey a security interest herein to Bank.

7. Aircraft will be used at all times in accordance with the laws, rules, regulations and ordinances of the United States, each of the states and municipalities thereof and all other sovereign jurisdictions in which Aircraft may be operated, including but not limited to those relating to intoxicating liquors, narcotics, or controlled substances, and shall conform with all laws, rules and regulations governing Aircraft. Aircraft will be used only for the purposes and in the manner set forth in the insurance covering said Aircraft. Aircraft will be operated at all times by a currently certified pilot having the minimum total pilot hours required by such insurance and Aircraft will at all times be maintained in an airworthy condition necessary for Aircraft licenses under the laws, ordinances, rules and regulations of the United States, each of the states and municipalities thereof, and any other sovereign jurisdictions in which Aircraft shall be at any time operated.

8. At its own cost and expense, Buyer shall insure and at all times continue to maintain insurance on Aircraft, with companies acceptable to Bank, and in the amount of the full insurable value of Aircraft, or in such other amount(s) as shall be satisfactory to Bank, insuring against any and all loss, damage and other risks and hazards as Bank may require, including but not limited to fire, theft, burglary, crash, collision, and bodily injury. In no event shall such coverage be in an amount whereby Bank shall be deemed a co-insurer of all or any part of Aircraft. Buyer shall deliver the original policies of insurance to Bank together with any certificates or other evidence satisfactory to Bank of compliance with these provisions. All policies of insurance shall have attached to and made a part thereof a standard long form, Loss Payable Endorsement, in favor of Bank, and Buyer hereby assigns to Bank the proceeds of any and all such policies of insurance (including any refund of premium) and Buyer hereby directs each insurer to make payments of any losses or refunds directly to Bank. Buyer hereby appoints Bank as Attorney-in-Fact for Buyer in obtaining payment, adjusting, canceling or settling any claims upon or under any such insurance, and hereby authorizes Bank to endorse in the name of Buyer any checks, drafts or other instruments received or given in payment or liquidation of any claim under any such policy of insurance, and to perform each and every act deemed necessary by Bank in connection with such Power of Attorney, the same being coupled with an interest and therefore non-revocable. Each policy of insurance shall provide that Bank's interest therein will not be invalidated by the acts, omissions or neglect of anyone other than Bank, and shall contain the insurer's agreement to give thirty (30) days prior written notice to Bank before cancellation of or any material change in any such policy will become effective as to Bank, whether such cancellation or change is at the direction of Buyer or insurer. Bank's acceptance of policies in lesser amounts or risks other than as specified herein will neither be, nor deemed to be, a waiver of Buyer's foregoing obligations.

9. Buyer warrants to Bank (if Buyer is a corporation) that none of the terms or conditions of this Agreement or any other agreements or contracts between Buyer and Bank are in violation of any provision of the Certificate of Incorporation or By-Laws of Buyer or any agreements Buyer may have with any third party, and the execution and delivery hereof, and all other agreements or writings by and between Buyer and Bank have been duly authorized by appropriate corporate action.

10. Should Buyer fail to keep Aircraft free and clear of all encumbrances, liens and charges, except as herein provided; or fail to pay any tax, levy, assessment or public charge thereon; or neglect or refuse to protect and maintain Aircraft and/ or keep the same airworthy, in good order, repair and operating condition in accordance with the rules and regulations of the FAA; or fail to obtain or keep in force all required insurance, then Bank, at its discretion, may discharge such encumbrance, lien or charge; pay such tax, levy, assessment or public charge; or expend such amounts as are necessary to protect and maintain Aircraft and/or to keep the same airworthy, in good order, repair and operating condition in accordance with the rules and regulations of the FAA; or obtain or keep in force all required insurance. All sums of money thus expended, and all other monies paid by Bank to protect its interest in Aircraft shall be repayable by Buyer to Bank on demand, and if not so repaid, shall be added to the Loan and bear interest, and be secured in like manner as the Loan.

11. Buyer will at all times be liable to and indemnify and save Bank harmless from and against any and all claims and liabilities on account of death, bodily injury or property damage occasioned by the use or ownership of Aircraft.

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$ 5.00 07/20/1998

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12. No transfer, renewal, extension or assignment of this Agreement or any interest hereunder, or loss, damage or destruction of Aircraft shall release Buyer from Buyer's obligations hereunder.

13. Buyer agrees to pay on any installment in default for a period of ten (10) days or more a delinquency charge on the amount past due (both principal and interest) calculated at the rate of five percent (5%). If the foregoing charge is not permitted by applicable law, then Buyer shall pay a delinquency charge on the amount past due at the highest lawful rate enforceable against Buyer.

14. Buyer may, subject to Bank's express approval with respect to partial prepayments, prepay the unpaid principal balance of the Loan at any time. Any prepayment, whether in whole or in part, shall be subject to a prepayment penalty of one percent (1%) of the amount prepaid for the first year of the Loan, measured from the date of prepayment. The unpaid principal balance remaining after application of a partial prepayment shall be spread over the remaining term of the Loan, resulting in a recast schedule of installment payments, having due regard for the interest specified herein. The recast schedule shall be sent to Buyer by Bank.

15. Time is of the essence. Buyer will be in default if any one or more of the following events takes place and is continuing:

    (a) Buyer fails to make any payment when due hereunder or under the terms of any obligation between Buyer and Bank;
    (b) Buyer fails to make timely payment or otherwise fails to perform under the terms of any obligation for borrowed money, or any such obligation is declared due and payable before its expressed maturity;
    (c) Buyer fails to observe or perform any of the terms or conditions to be observed or performed by Buyer hereunder;
    (d) Any representation or warranty made herein by Buyer fails or is breached; or any statement made by Buyer or any Guarantor in any credit application, or made in connection with Buyer's purchase of Aircraft is incorrect, false or misleading when made;
    (e) Aircraft is stolen, lost, destroyed or damaged;
    (f) The usual business of Buyer is terminated or suspended or Buyer becomes insolvent, however evidenced or determined, or any Buyer who is an individual, dies;
    (g) Buyer or any Guarantor makes an assignment for the benefit of creditors;
    (h) Buyer or any Guarantor becomes unable to pay their respective debts as they become due, or an application for relief is filed by or against Buyer or any Guarantor, under the United States Bankruptcy Code or any state insolvency laws or similar laws;
    (i) A trustee or receiver is appointed for Buyer or any Guarantor or for a substantial part of their respective property;
    (j) A levy, claim, seizure, writ of garnishment or attachment, condemnation complaint or any similar action or process is brought or issued against Buyer and/or Aircraft;
    (k) Any action in connection with liquidation, dissolution or merger, is undertaken by or on behalf of Buyer without Bank's consent; and
    (l) Bank, in good faith, believes that the prospect of payment and performance hereunder has substantially diminished.

16. Notwithstanding ADR provisions set forth below, upon the occurrence of any of the foregoing events of default and at any time thereafter, Bank shall have the right to declare all or any part of the remaining unpaid principal balance of the Loan and/or of any other indebtedness due to Bank from Buyer, to be immediately due and payable, together with all unpaid interest respectively accrued thereon, without further notice or demand.

17. In the event that all or any part of the Loan or any other indebtedness secured hereby or incurred hereunder shall become due and payable, Bank shall have the right to:

    (a) Collect the unpaid principal balance of the Loan and/or all other indebtedness becoming or declared due pursuant to the terms hereof by suit or otherwise as provided herein.
    (b) Notwithstanding ADR provisions set forth below, require Buyer to assemble Aircraft and deliver it, upon demand, to Bank at a place to be designated by Bank which is reasonably convenient to both parties. Bank shall also have the right to retake possession of Aircraft with or without process of law and for this purpose may enter any premises in a lawful manner where Aircraft may be found and remove same, and sell Aircraft either at public or private sale, after giving notice of the time and place of any public sale or of the time after which any private sale or any other intended disposition thereof is to be made, and at any such public sale Bank may purchase Aircraft. Such sale may be conducted with or without having Aircraft at place of sale. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Buyer set forth on Page One of this Agreement at least five (5) days before the time of sale or disposition. Bank may apply the proceeds of said sale, after first deducting all expenses and charges of obtaining possession of Aircraft, of reconditioning same and of said sale, including reasonable attorney fees, to payment of the unpaid principal balance of the Loan and all other sums due hereunder, and all accrued interest thereon, and any surplus shall be paid to, and any deficiency shall be paid by Buyer, including any reasonable attorney's fees and court costs incurred in the recovery of such deficiency. While repossessing Aircraft, or removing it from a place of repossession to a place of storage and/or sale, Bank may, if permitted by law, use any of Buyer's licenses in respect to Aircraft. All of the foregoing shall be deemed to be a commercially reasonable method of disposing of Aircraft.

18. Buyer's obligation to pay this Loan is independent of the obligation of any other person who has signed this Agreement or other documents as a Buyer or a Guarantor ("Signer(s)"). Bank need not make an effort to collect from all Signers in order to collect from any one Signer. It is not necessary for Bank to repossess Aircraft before collecting from a Signer. Bank may extend the time for payment of any installment, reduce the size of monthly payments, release Aircraft, release one or more Signers from their obligations, waive any right Bank might have against any Signer, extend, renew or agree to alter this Agreement, all without releasing other Signers from their obligations under this Agreement.

19. Subject to ADR provisions set forth below, Buyer agrees that any dispute, controversy or claim arising under or in connection with this Agreement, its performance or its enforcement by Bank shall be decided exclusively by and in the state or federal courts sitting in the State of Indiana. For such purpose, Buyer hereby submits to the personal jurisdiction of the state and federal courts sitting in the State of Indiana, and irrevocably consents and agrees that service of process in any action, suit or other proceeding brought in any such dispute, controversy or claim may be completed and shall be effective and binding upon Buyer when made upon Buyer by certified mail, return receipt requested, postage prepaid and properly addressed to Buyer at the address set forth on Page One hereof. Buyer hereby waives any objection to the personal jurisdiction of such courts and agrees that it shall be barred from asserting any such objection, as long as any process is served in accordance with the foregoing. In the event that Buyer is unable or refuses to accept delivery of such process, then process may be served upon the Secretary of the State of Indiana in the same fashion, whereupon such service shall be deemed to have been made upon Buyer. For purposes hereof, Buyer agrees to and does hereby waive any right to assert or move for transfer of venue to any court outside the State of Indiana, based upon the doctrine of forum nonconveniens or otherwise. Buyer further acknowledges that its agreements contained herein constitute a material and substantial element involved in Bank's decision to enter into the transaction contemplated hereby. Buyer agrees that nothing in this provision shall affect Bank's right to serve legal process in any other legal manner, or affect Bank's right to bring any action, suit or proceeding against Buyer or its property in any other jurisdiction.

20. Any delay on the part of Bank in exercising any power, privilege or right hereunder or under any other instrument executed by Buyer to Bank in connection herewith shall not operate as a waiver thereof and no single or partial exercise of any power, privilege or right shall preclude other or further exercise thereof, or the exercise of any other power, privilege or right. Bank's acceptance of late or partial payments, or excuse of any default, shall not establish a custom or course of conduct as to any waiver of Bank's rights and remedies. The waiver by Bank of any default by Buyer shall not constitute a waiver of any subsequent defaults, but shall be restricted to the default so waived. If any part of this Agreement shall be contrary to any law which Bank might seek to apply or enforce or should otherwise be defective, the other provisions of this Agreement shall not be affected thereby, but shall continue in full force and effect. All rights, remedies and powers of Bank hereunder are irrevocable and cumulative, and not alternative or exclusive, and shall be in addition to all rights, remedies and powers given hereunder or in or by any other instruments or any laws now existing or hereafter enacted.

21. Buyer will do all such acts and execute all instruments of further assurance as shall be reasonably requested by Bank to do or execute for the purpose of fully carrying out and effectuating this Agreement and its intent and Buyer shall furnish all documents that Bank shall reasonably request. Buyer agrees that a facsimile, photographic or other reproduction of this Agreement or of a financing statement may be filed as a financing statement. Buyer also agrees, when requested, to execute any financing statements or other documents which Bank deems necessary to perfect the security interests created in this Agreement, and to do all other things necessary to perfect Bank's security interests in Aircraft. Buyer hereby appoints Bank or the holder hereof as its Attorney-in-Fact to:

    (a) Affix its signature to any FAA form relating to Aircraft as security, as well as to any Uniform Commercial Code financing statement(s), and to take any other action Bank or the holder deems necessary to perfect and maintain perfection of the security interests provided herein or as may be required hereby.
    (b) Open and dispose of all mail addressed to Buyer, endorse the name of Buyer to instruments and documents for purposes of collection or expedition, and to do all other acts and things necessary to carry out the intent of this Agreement.

22. If Bank shall have reasonable grounds for believing that the value of any portion of Aircraft has become insufficient to secure all of Buyer's indebtedness hereunder, any future advances by Bank, and the anticipated costs of collection, Buyer shall provide additional Aircraft upon Bank's request.

23. Buyer shall pay all out-of-pocket expenses and all costs of any nature whatsoever incurred by Bank in connection with making of this Loan or pertaining to the filing of any FAA document, financing, continuation or termination statement with regard to the security interests granted herein and the perfection or preservation thereof, including but not limited to, all filing fees, recording costs, stamp taxes and attorney's fees actually incurred.

24. If Bank refers this Loan, or any part thereof, for collection or enforcement to any attorney who is not Bank's salaried employee, and if permitted by applicable law, Buyer agrees to pay an attorney's fee of fifteen percent (15%) of the amount due or $500.00, whichever is greater, together with all costs of legal proceedings. If the foregoing attorney's fee is not permitted by applicable law, Buyer shall pay the maximum amount enforceable against Buyer.

25. Buyer, including any guarantor hereunder, hereby waives presentment, demand, protest, notice of protest, notice of non- payment or dishonor, notice of sale of Aircraft or any part thereof and all benefit of valuation, appraisement, and all exemption laws now in force or hereafter passed, including stay of execution and condemnation.

63-4

26. Notwithstanding ADR provisions below. Bank shall have a continuing right of set-off against and upon all funds, credits, securities, instruments and other property, tangible or intangible, at any time in Bank's possession and belonging to Buyer, as security for all of Buyers obligations to Bank due or to become due, or that may hereafter be contracted.

27. This Agreement shall apply and inure to the benefit of and bind the respective heirs, administrators, successors and assigns of Buyer and Bank, as the case may be, and the terms "Buyer" and "Bank" shall include and mean, respectively, the heirs, administrators, successors and assigns of Buyer and Bank, as the case may be.

28. This Agreement and every Exhibit A constitutes the entire agreement between the parties and includes all oral or written agreements, representations, covenants, warranties and communications between Buyer and Bank and their respective agents, servants and employees and constitutes the full and complete agreement between Buyer and Bank. This Agreement can be modified or amended only by means of a written document signed by both parties hereto; provided that, Bank may by written notice to Buyer correct any error or complete any blank space necessary to cause this Agreement to be effective.

29. Due to the high cost and time involved in commercial litigation before a jury, Buyer, including any Guarantors hereunder, waives all right to a jury trial on all issues in any action or proceeding relating to this Agreement, the transaction evidenced by this Agreement, or any documents executed in connection with this Agreement, and no attempt shall be made to consolidate, by counterclaim or otherwise, any such action or proceeding with any other action or proceeding in which there is a trial by jury or in which a jury trial cannot be or has not been waived.

30. Buyer agrees that this is an Indiana transaction; the formal and essential validity of this Agreement and this Loan transaction shall be construed according to, and governed in all respects by, the laws of the State of Indiana.

31. Except as otherwise provided in this paragraph, the parties hereto waive litigation and agree that the sole procedure for resolving every claim or dispute in connection with this Agreement shall be by applying the methods set forth in the Indiana Rules for Alternative Dispute Resolution (ADR) at the Bank's office in 60 day increments as follows: (I) conduct mediation and (ii) conduct a mini-trial on any issues not resolved, with a neutral party to preside over the hearing and assist in resolving the issues. Each party shall pay an equal share of the costs of (I) and (ii), above. The parties shall agree upon a mediator and all other aspects of ADR but, if necessary, a party may commence an action in Indiana to compel ADR. Judgment on an ADR award with costs may be entered in any court with jurisdiction. The provisions of this paragraph shall be specifically enforceable by any court having jurisdiction. **THIS ADR PROVISION IS FOR THE PURPOSE OF SAVING THE PARTIES THE TIME AND EXPENSE OF LITIGATING ISSUES AND IS INTENDED TO BENEFIT ALL PARTIES HERETO; PROVIDED, HOWEVER, THAT NOTHING HEREIN SHALL AFFECT A PARTY'S RIGHT BEFORE, DURING OR AFTER ADR TO EXERCISE SELF-HELP REMEDIES, SUCH AS REPOSSESSION OR SET-OFF, UNDER THE UNIFORM COMMERCIAL CODE OR OTHER APPLICABLE LAW, INCLUDING A PARTY'S RIGHT TO BRING AN ACTION IN ANY COURT OF COMPETENT JURISDICTION FOR THE PURPOSE OF ENFORCING SAID SELF-HELP REMEDIES AND THESE REMEDIES ARE NOT WAIVED.**

NOTICE: (1) BUYER AGREES THAT THIS LOAN IS BEING MADE TO BUYER IN INDIANA. (2) BUYER AGREES THAT BUYER'S PAYMENTS ARE MADE WHEN ACCEPTED BY BANK IN INDIANA. (3) BUYER AGREES TO ALL THE TERMS OF THIS AGREEMENT. (4) THIS AGREEMENT IS NOT EFFECTIVE UNTIL IT IS COMPLETED AND SIGNED BY BUYER, AND RECEIVED, APPROVED, AND ACCEPTED BY BANK IN INDIANA. (5) BUYER ACKNOWLEDGES THAT BUYER HAS RECEIVED AND RETAINED A COMPLETED COPY OF THIS AGREEMENT.

IN WITNESS WHEREOF, Buyer has caused this Agreement to be duly executed on the day and year first above written, intending to be legally bound hereby.

ATTEST OR WITNESS:

By: X [signature]

Title Bookkeeper

Douglas F. Martin, M.D.
(Trade, Firm or Corporate Name)

By: X Douglas F Martin M.D.

Title Owner

APPROVED AND ACCEPTED by Bank, in South Bend, Indiana, this 5 day of June, 1997 (the Effective Date).

1st SOURCE BANK

By: [signature]

Title Vice President

FILED
AIRCRAFT REGISTRATION

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OKLAHOMA CITY
OKLAHOMA

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1st Source Bank Piston Aircraft Division

ASSUMPTION AGREEMENT

THIS AGREEMENT, entered into this _____ day of July, 1998, by Douglas F. Martin, M.D., hereinafter "TRANSFEROR", and 1st SOURCE BANK, hereinafter "BANK", and Tropic Bird Holdings, Inc., hereinafter "TRANSFEREE".

RECITALS

First, on May 20, 1997, TRANSFEROR entered into an Aircraft Security Agreement ("AGREEMENT") with BANK (a copy of which is attached hereto) in which TRANSFEROR promised to pay BANK $ 250,000.00 plus interest for the financing of the following aircraft:

Year Mfg.	Manufacturer of Aircraft	Model Number	Serial Number
1943	Grumman	G-21A	75-7661

Manufacturer of Engine(s)	Engine Serial Number(s)	FAA Number of Aircraft
		N5548A

FAA Document Number	Date Recorded FAA
J78878	August 23, 1997

Second, as of the date hereof, the amount owing under the AGREEMENT is $ 187,499.92 plus interest at the rate of 10.50 %, which shall be paid as follows:

Thirty-Six (36) payments of $5,208.33 Plus interest Beginning July 5, 1998.

Third, TRANSFEROR desires to affect transfer of Aircraft to TRANSFEREE for consideration.

Fourth, BANK is willing to consent to the transfer of the Aircraft from TRANSFEROR to TRANSFEREE in consideration of TRANSFEREE agreeing to assume all of the outstanding obligations under the AGREEMENT and further, in consideration of TRANSFEREE, hereby agrees to pledge the Aircraft as security for any indebtedness of TRANSFEREE to BANK under any other agreement between TRANSFEREE and BANK, direct or contingent, now existing or hereafter created.

NOW, THEREFORE, in consideration of the premises and BANK consenting to the transfer of all right, title and interest in and to the Aircraft from TRANSFEROR to TRANSFEREE, the parties agree as follows:

1. TRANSFEROR shall transfer and assign all of its right, title and interest in the Aircraft to TRANSFEREE subject to the lien of BANK.
2. TRANSFEROR shall remain fully liable under the AGREEMENT as if no transfer had occurred.
3. The TRANSFEREE hereby assumes the outstanding balance and all other obligations under the AGREEMENT referenced herein as pertains to the Aircraft, and TRANSFEREE shall pay the outstanding balance in accordance with the terms of the AGREEMENT, except as modified herein.
4. TRANSFEREE acknowledges the rights of BANK under the AGREEMENT and agrees that sale of the Aircraft is expressly subject to BANK'S lien, which lien is and continues to be a valid and enforceable, first and prior lien on the Aircraft.
5. TRANSFEREE agrees that its obligations hereunder shall be unconditional, irrespective of the genuineness, validity, regularity or enforceability of the AGREEMENT and regardless of any other circumstances existing as of or prior to the date hereof.
6. TRANSFEREE agrees to promptly take all action necessary to accomplish transfer of title to the Aircraft and to evidence and perfect the continuing lien of BANK therein.
7. TRANSFEREE does hereby pledge the Aircraft as security for any indebtedness of TRANSFEREE to BANK under any other agreement between TRANSFEREE and BANK, direct or contingent, now existing or hereafter created.
8. TRANSFEREE shall execute any and all additional documentation which may be required by BANK now or in the future in order to effectuate the covenants and agreements contained herein.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seal on the day and year first above written.

X _____
Witness or Attest

Douglas F. Martin, M.D.
(TRANSFEROR)

By: X _____

Title Owner

X _____
Witness or Attest

Tropic Bird Holdings, Inc.
(TRANSFEREE)

By: X _____

Title Sec / Treas.

Kathy Bodkin
Witness or Attest

1st SOURCE BANK

By: _____

Title V.P.

AIR50815 Rev 3/96

FILED
AIRCRAFT REGISTRATION

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OKLAHOMA CITY
OKLAHOMA

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62-1

FORM APPROVED
OMB No. 2120-0042

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

CERT. ISSUE DATE

UNITED STATES REGISTRATION NUMBER N N5548A

SS AUG 28 1998

AIRCRAFT MANUFACTURER & MODEL: Grumman G-21A

AIRCRAFT SERIAL No.: 75-7661

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.)

Tropic Bird Holdings, Inc.

TELEPHONE NUMBER: ( )

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: 875 Meadows Road STE: 312

Rural Route: P.O. Box:

CITY	STATE	ZIP CODE
Boca Raton	FL	33486

☐ **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
DOUGLAS F. MARTIN	Secretary/Treas.	7/9/98
SIGNATURE	TITLE	DATE
SIGNATURE	TITLE	DATE

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

AC Form 8050-1 (12/90) (0052-00-628-9007) Supersedes Previous Edition

29

FORM APPROVED
OMB NO. 2120-0042

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

AIRCRAFT BILL OF SALE

00001574

$ 10476

61-1

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

UNITED STATES REGISTRATION NUMBER N N5548A

AIRCRAFT MANUFACTURER & MODEL Grumman G-21A

AIRCRAFT SERIAL No. 75-7661

CONVEYANCE RECORDED

98 AUG 28 AM 8 50

FEDERAL AVIATION ADMINISTRATION

DOES THIS 9th DAY OF July 1998 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.)

Tropic Bird Holdings, Inc.
875 Meadows Road
Boca Raton, FL 33486

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 I HAVE SET My HAND AND SEAL THIS 9th DAY OF July 1998

SELLER

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
Douglas F. Martin, M.D.	X	Owner
	982011448327 $ 5.00	07/20/1998

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

ORIGINAL: TO FAA

$ 2.00 03/30/1998
[illegible]

FILED
AIRCRAFT REGISTRATION

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OKLAHOMA CITY
OKLAHOMA

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DEPARTMENT OF TRANSPORTATION 0 0 0 0 0 2
FEDERAL AVIATION ADMINISTRATION

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

UU020343

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

CONVEYANCE RECORDED
98 JAN 14 AM 11 11
FEDERAL AVIATION ADMINISTRATION

PART I – CONVEYANCE RECORDATION NOTICE

NAME (last name first) OF DEBTOR
Martin, Douglas J.

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE
J. Graf Buckenmaier - Trustee
359 South County Road
Palm Beach, FL 33480

NAME OF SECURED PARTY'S ASSIGNOR (if assigned)
Morris S. McCastlain

Do Not Write In This Block
FOR FAA USE ONLY

FAA REGISTRATION NUMBER	AIRCRAFT SERIAL NUMBER	AIRCRAFT MFR. (BUILDER) and MODEL
5548A	75-7661	Grumman G-21A

ENGINE MFR. and MODEL	ENGINE SERIAL NUMBER(S)

RECORDED CONVEYANCE NUMBER NN000472 et al
FICHE# 4 PAGE# 56-5

PROPELLER MFR. and MODEL	PROPELLER SERIAL NUMBER(S)

Assignment dated 1-25-94 recorded 5-18-94 as conveyance number KK19005 to

THE SECURITY CONVEYANCE DATED 12-9-91 COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REGISTRY ON 1-16-92 AS CONVEYANCE NUMBER NN000472

Paula Fielder
FAA CONVEYANCE EXAMINER

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

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

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

DATE OF RELEASE: MAY 22, 1997
J. GRAF BUCKENMAIER, TRUSTEE
(Name of security holder)

SIGNATURE (in ink) [signature]

TITLE TRUSTEE

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

ACKNOWLEDGEMENT (If Required By Applicable Local Law):

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

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

FILED WITH FAA
AIRCRAFT REGISTRATION BR

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1st Source Bank Aircraft Division

CONVEYANCE TAX

AIRCRAFT SECURITY AGREEMENT

THIS AGREEMENT is made this 20th day of May, 1997, by and between 1st SOURCE BANK, ("Bank") of P.O. Box 1602, South Bend, Indiana 46634 and Douglas F. Martin, M.D., ("Buyer"), of 875 Meadows Road, Suite 312, Boca Raton, FL 33486.

AUG 23 12 38 PM '97

1. Concurrently herewith, Bank has loaned and advanced to Buyer and Buyer hereby acknowledges receipt of the principal sum specified in any Exhibit A, including official fees disbursed on Buyer's behalf (the "Loan") to finance for Buyer the aircraft identified below. For the purpose of this Agreement, Exhibit A" means the original Exhibit A attached hereto and any subsequent Exhibit A evidencing new or additional advances that may be made from time to time.

2. Buyer hereby grants to Bank a lien and security interest under the Uniform Commercial Code in and to the following described aircraft, its airframe and engine or engines, complete with all logs, records and manuals relating thereto, and all propellers, extra engines, equipment, furnishings, avionics, navionics, parts, attachments and accessories now or hereafter identified to, attached to (or stored in an agreed location) or otherwise related to said aircraft; and with all present and future repairs, additions, accessions, substitutions, exchanges, replacements and all returned and repossessed goods; and all present and future insurance proceeds, instruments, documents, accounts (including lease and rental accounts), general intangibles, chattel paper, and all leases and temporary rental contracts, and all lease payments, rental payments and other collections arising therefrom, all of which are specifically and irrevocably assigned hereby; and the proceeds, both cash and noncash, of all the foregoing (all hereinafter collectively called the "Aircraft"). The security interest granted herein shall secure payment of all obligations and liabilities of Buyer to Bank hereunder, whether absolute or contingent, direct or indirect, now existing or hereafter arising, as well as the punctual performance by Buyer of all warranties and agreements contained herein.

YEAR MFG.	MANUFACTURER OF AIRCRAFT		MODEL NO.	SERIAL NO.
1943	Grumman		G-21A	7661
MFG. OF ENGINE(S)	ENGINE MODEL NO(s)	ENGINE SERIAL NO.(s)	FAA NO.	HOME AIRPORT
			N5548A	BOCA RATON, FL

DESCRIBE EXTRA EQUIPMENT: King KX-155 Nav/Com; Collins Digital Com; Narco Nav 12; KR-86 ADF; KT-76A Transponder; KN62 DME; KMA20 Audio Panel.

3. To induce Bank to continue to make additional loans and advances to Buyer, to integrate payments and otherwise extend credit to Buyer, Buyer grants an additional security interest in Aircraft to secure unto Bank the repayment of all debts and obligations of Buyer to Bank, both present and future, whether direct, indirect, absolute or contingent and however accruing or arising. Buyer further agrees that this security interest shall not be terminated in whole or in part until all debts and obligations to Bank are fully paid and performed by Buyer; provided however, that, in the event Buyer fully satisfies all debts and obligations under this Agreement or if more than one Aircraft is described hereon, Bank, in its sole discretion is satisfied that Buyer has fully paid for an Aircraft, and Buyer is not in default under this Agreement or any other instrument or agreement with Bank, then Bank shall release and terminate its security interest in that Aircraft or Aircrafts for which payment in full has been received and accepted by Bank.

4. The home airport of Aircraft shall be identified in provision 2 hereof and shall not be changed nor shall Aircraft be removed from the Continental United States for a period exceeding consecutive 30 days, without the prior written consent of Bank. Buyer shall permit Bank to inspect both Aircraft and all books, records and logs relating to Aircraft, its flights and its maintenance, at all reasonable times.

5. Aircraft will be kept airworthy and in good repair and operating condition in accordance with the rules and regulations of the Federal Aviation Administration (hereinafter referred to as "FAA") and Buyer will not permit the same to be damaged or injured and shall not sell, assign, mortgage, grant a security interest in or otherwise dispose of Aircraft or any interest therein, or any part thereof, including any equipment or accessories. Aircraft will not be leased or rented except with the prior written consent of Bank, and Buyer will not suffer or permit any lien, encumbrance or charge of any character whatsoever upon or against Aircraft except this Agreement, and will pay or cause to be paid all taxes that may be levied against Aircraft. Buyer will notify Bank immediately if the police or any other authority seizes or impounds Aircraft.

6. Buyer warrants and agrees that it is the absolute owner of Aircraft with full power to grant and convey a security interest herein to Bank.

7. Aircraft will be used at all times in accordance with the laws, rules, regulations and ordinances of the United States, each of the states and municipalities thereof and all other sovereign jurisdictions in which Aircraft may be operated, including but not limited to those relating to intoxicating liquors, narcotics, or controlled substances, and shall conform with all laws, rules and regulations governing Aircraft. Aircraft will be used only for the purposes and in the manner set forth in the insurance covering said Aircraft. Aircraft will be operated at all times by a currently certified pilot having the minimum total pilot hours required by such insurance and Aircraft will at all times be maintained in an airworthy condition necessary for Aircraft licenses under the laws, ordinances, rules and regulations of the United States, each of the states and municipalities thereof, and any other sovereign jurisdictions in which Aircraft shall be at any time operated.

8. At its own cost and expense, Buyer shall insure and at all times continue to maintain insurance on Aircraft, with companies acceptable to Bank, and in the amount of the full insurable value of Aircraft, or in such other amount(s) as shall be satisfactory to Bank, insuring against any and all loss, damage and other risks and hazards as Bank may require, including but not limited to fire, theft, burglary, crash, collision, and bodily injury. In no event shall such coverage be in an amount whereby Bank shall be deemed a co-insurer of all or any part of Aircraft. Buyer shall deliver the original policies of insurance to Bank together with any certificates or other evidence satisfactory to Bank of compliance with these provisions. All policies of insurance shall have attached to and made a part thereof a standard long form, Loss Payable Endorsement, in favor of Bank, and Buyer hereby assigns to Bank the proceeds of any and all such policies of insurance (including any refund of premium) and Buyer hereby directs each insurer to make payments of any losses or refunds directly to Bank. Buyer hereby appoints Bank as Attorney-in-Fact for Buyer in obtaining payment, adjusting, canceling or settling any claims upon or under any such insurance, and hereby authorizes Bank to endorse in the name of Buyer any checks, drafts or other instruments received or given in payment or liquidation of any claim under any such policy of insurance, and to perform each and every act deemed necessary by Bank in connection with such Power of Attorney, the same being coupled with an interest and therefore non-revocable. Each policy of insurance shall provide that Bank's interest therein will not be invalidated by the acts, omissions or neglect of anyone other than Bank, and shall contain the insurer's agreement to give thirty (30) days prior written notice to Bank before cancellation of or any material change in any such policy will become effective as to Bank, whether such cancellation or change is at the direction of Buyer or insurer. Bank's acceptance of policies in lesser amounts or risks other than as specified herein will neither be, nor deemed to be, a waiver of Buyer's foregoing obligations.

9. Buyer warrants to Bank (if Buyer is a corporation) that none of the terms or conditions of this Agreement or any other agreements or contracts between Buyer and Bank are in violation of any provision of the Certificate of Incorporation or By-Laws of Buyer or any agreements Buyer may have with any third party, and the execution and delivery hereof, and all other agreements or writings by and between Buyer and Bank have been duly authorized by appropriate corporate action.

10. Should Buyer fail to keep Aircraft free and clear of all encumbrances, liens and charges, except as herein provided; or fail to pay any tax, levy, assessment or public charge thereon; or neglect or refuse to protect and maintain Aircraft and/ or keep the same airworthy, in good order, repair and operating condition in accordance with the rules and regulations of the FAA; or fail to obtain or keep in force all required insurance, then Bank, at its discretion, may discharge such encumbrance, lien or charge; pay such tax, levy, assessment or public charge; or expend such amounts as are necessary to protect and maintain Aircraft and/or to keep the same airworthy, in good order, repair and operating condition in accordance with the rules and regulations of the FAA; or obtain or keep in force all required insurance. All sums of money thus expended, and all other monies paid by Bank to protect its interest in Aircraft shall be repayable by Buyer to Bank on demand, and if not so repaid, shall be added to the Loan and bear interest, and be secured in like manner as the Loan.

11. Buyer will at all times be liable to and indemnify and save Bank harmless from and against any and all claims and liabilities on account of death, bodily injury or property damage occasioned by the use or ownership of Aircraft.

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12. No transfer, renewal, extension or assignment of this Agreement or any interest hereunder, or loss, damage or destruction of Aircraft shall release Buyer from Buyer's obligations hereunder.

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13. Buyer agrees to pay on any installment in default for a period of ten (10) days or more a delinquency charge on the amount past due (both principal and interest) calculated at the rate of five percent (5%). If the foregoing charge is not permitted by applicable law, then Buyer shall pay a delinquency charge on the amount past due at the highest lawful rate enforceable against Buyer.

14. Buyer may, subject to Bank's express approval with respect to partial prepayments, prepay the unpaid principal balance of the Loan at any time. Any prepayment, whether in whole or in part, shall be subject to a prepayment penalty of one percent (1%) of the amount prepaid for the first year of the Loan, measured from the date of prepayment. The unpaid principal balance remaining after application of a partial prepayment shall be spread over the remaining term of the Loan, resulting in a recast schedule of installment payments, having due regard for the interest specified herein. The recast schedule shall be sent to Buyer by Bank.

15. Time is of the essence. Buyer will be in default if any one or more of the following events takes place and is continuing:

    (a) Buyer fails to make any payment when due hereunder or under the terms of any obligation between Buyer and Bank;
    (b) Buyer fails to make timely payment or otherwise fails to perform under the terms of any obligation for borrowed money, or any such obligation is declared due and payable before its expressed maturity;
    (c) Buyer fails to observe or perform any of the terms or conditions to be observed or performed by Buyer hereunder;
    (d) Any representation or warranty made herein by Buyer fails or is breached; or any statement made by Buyer or any Guarantor in any credit application, or made in connection with Buyer's purchase of Aircraft is incorrect, false or misleading when made;
    (e) Aircraft is stolen, lost, destroyed or damaged;
    (f) The usual business of Buyer is terminated or suspended or Buyer becomes insolvent, however evidenced or determined, or any Buyer who is an individual, dies;
    (g) Buyer or any Guarantor makes an assignment for the benefit of creditors;
    (h) Buyer or any Guarantor becomes unable to pay their respective debts as they become due, or an application for relief is filed by or against Buyer or any Guarantor, under the United States Bankruptcy Code or any state insolvency laws or similar laws;
    (I) A trustee or receiver is appointed for Buyer or any Guarantor or for a substantial part of their respective property;
    (j) A levy, claim, seizure, writ of garnishment or attachment, condemnation complaint or any similar action or process is brought or issued against Buyer and/or Aircraft;
    (k) Any action in connection with liquidation, dissolution or merger, is undertaken by or on behalf of Buyer without Bank's consent; and
    (l) Bank, in good faith, believes that the prospect of payment and performance hereunder has substantially diminished.

16. Notwithstanding ADR provisions set forth below, upon the occurrence of any of the foregoing events of default and at any time thereafter, Bank shall have the right to declare all or any part of the remaining unpaid principal balance of the Loan and/or of any other indebtedness due to Bank from Buyer, to be immediately due and payable, together with all unpaid interest respectively accrued thereon, without further notice or demand.

17. In the event that all or any part of the Loan or any other indebtedness secured hereby or incurred hereunder shall become due and payable, Bank shall have the right to:

    (a) Collect the unpaid principal balance of the Loan and/or all other indebtedness becoming or declared due pursuant to the terms hereof by suit or otherwise as provided herein.
    (b) Notwithstanding ADR provisions set forth below, require Buyer to assemble Aircraft and deliver it, upon demand, to Bank at a place to be designated by Bank which is reasonably convenient to both parties. Bank shall also have the right to retake possession of Aircraft with or without process of law and for this purpose may enter any premises in a lawful manner where Aircraft may be found and remove same, and sell Aircraft either at public or private sale, after giving notice of the time and place of any public sale or of the time after which any private sale or any other intended disposition thereof is to be made, and at any such public sale Bank may purchase Aircraft. Such sale may be conducted with or without having Aircraft at place of sale. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Buyer set forth on Page One of this Agreement at least five (5) days before the time of sale or disposition. Bank may apply the proceeds of said sale, after first deducting all expenses and charges of obtaining possession of Aircraft, of reconditioning same and of said sale, including reasonable attorney fees, to payment of the unpaid principal balance of the Loan and all other sums due hereunder, and all accrued interest thereon, and any surplus shall be paid to, and any deficiency shall be paid by Buyer, including any reasonable attorney's fees and court costs incurred in the recovery of such deficiency. While repossessing Aircraft, or removing it from a place of repossession to a place of storage and/or sale, Bank may, if permitted by law, use any of Buyer's licenses in respect to Aircraft. All of the foregoing shall be deemed to be a commercially reasonable method of disposing of Aircraft.

18. Buyer's obligation to pay this Loan is independent of the obligation of any other person who has signed this Agreement or other documents as a Buyer or a Guarantor ("Signer(s)"). Bank need not make an effort to collect from all Signers in order to collect from any one Signer. It is not necessary for Bank to repossess Aircraft before collecting from a Signer. Bank may extend the time for payment of any installment, reduce the size of monthly payments, release Aircraft, release one or more Signers from their obligations, waive any right Bank might have against any Signer, extend, renew or agree to alter this Agreement, all without releasing other Signers from their obligations under this Agreement.

19. Subject to ADR provisions set forth below, Buyer agrees that any dispute, controversy or claim arising under or in connection with this Agreement, its performance or its enforcement by Bank shall be decided exclusively by and in the state or federal courts sitting in the State of Indiana. For such purpose, Buyer hereby submits to the personal jurisdiction of the state and federal courts sitting in the State of Indiana, and irrevocably consents and agrees that service of process in any action, suit or other proceeding brought in any such dispute, controversy or claim may be completed and shall be effective and binding upon Buyer when made upon Buyer by certified mail, return receipt requested, postage prepaid and properly addressed to Buyer at the address set forth on Page One hereof. Buyer hereby waives any objection to the personal jurisdiction of such courts and agrees that it shall be barred from asserting any such objection, as long as any process is served in accordance with the foregoing. In the event that Buyer is unable or refuses to accept delivery of such process, then process may be served upon the Secretary of the State of Indiana in the same fashion, whereupon such service shall be deemed to have been made upon Buyer. For purposes hereof, Buyer agrees to and does hereby waive any right to assert or move for transfer of venue to any court outside the State of Indiana, based upon the doctrine of forum nonconveniens or otherwise. Buyer further acknowledges that its agreements contained herein constitute a material and substantial element involved in Bank's decision to enter into the transaction contemplated hereby. Buyer agrees that nothing in this provision shall affect Bank's right to serve legal process in any other legal manner, or affect Bank's right to bring any action, suit or proceeding against Buyer or its property in any other jurisdiction.

20. Any delay on the part of Bank in exercising any power, privilege or right hereunder or under any other instrument executed by Buyer to Bank in connection herewith shall not operate as a waiver thereof and no single or partial exercise of any power, privilege or right shall preclude other or further exercise thereof, or the exercise of any other power, privilege or right. Bank's acceptance of late or partial payments, or excuse of any default, shall not establish a custom or course of conduct as to any waiver of Bank's rights and remedies. The waiver by Bank of any default by Buyer shall not constitute a waiver of any subsequent defaults, but shall be restricted to the default so waived. If any part of this Agreement shall be contrary to any law which Bank might seek to apply or enforce or should otherwise be defective, the other provisions of this Agreement shall not be affected thereby, but shall continue in full force and effect. All rights, remedies and powers of Bank hereunder are irrevocable and cumulative, and not alternative or exclusive, and shall be in addition to all rights, remedies and powers given hereunder or in or by any other instruments or any laws now existing or hereafter enacted.

21. Buyer will do all such acts and execute all instruments of further assurance as shall be reasonably requested by Bank to do or execute for the purpose of fully carrying out and effectuating this Agreement and its intent and Buyer shall furnish all documents that Bank shall reasonably request. Buyer agrees that a facsimile, photographic or other reproduction of this Agreement or of a financing statement may be filed as a financing statement. Buyer also agrees, when requested, to execute any financing statements or other documents which Bank deems necessary to perfect the security interests created in this Agreement, and to do all other things necessary to perfect Bank's security interests in Aircraft. Buyer hereby appoints Bank or the holder hereof as its Attorney-in-Fact to:

    (a) Affix its signature to any FAA form relating to Aircraft as security, as well as to any Uniform Commercial Code financing statement(s), and to take any other action Bank or the holder deems necessary to perfect and maintain perfection of the security interests provided herein or as may be required hereby.
    (b) Open and dispose of all mail addressed to Buyer, endorse the name of Buyer to instruments and documents for purposes of collection or expedition, and to do all other acts and things necessary to carry out the intent of this Agreement.

22. If Bank shall have reasonable grounds for believing that the value of any portion of Aircraft has become insufficient to secure all of Buyer's indebtedness hereunder, any future advances by Bank, and the anticipated costs of collection, Buyer shall provide additional Aircraft upon Bank's request.

23. Buyer shall pay all out-of-pocket expenses and all costs of any nature whatsoever incurred by Bank in connection with making of this Loan or pertaining to the filing of any FAA document, financing, continuation or termination statement with regard to the security interests granted herein and the perfection or preservation thereof, including but not limited to, all filing fees, recording costs, stamp taxes and attorney's fees actually incurred.

24. If Bank refers this Loan, or any part thereof, for collection or enforcement to any attorney who is not Bank's salaried employee, and if permitted by applicable law, Buyer agrees to pay an attorney's fee of fifteen percent (15%) of the amount due or $500.00, whichever is greater, together with all costs of legal proceedings. If the foregoing attorney's fee is not permitted by applicable law, Buyer shall pay the maximum amount enforceable against Buyer.

25. Buyer, including any guarantor hereunder, hereby waives presentment, demand, protest, notice of protest, notice of non- payment or dishonor, notice of sale of Aircraft or any part thereof and all benefit of valuation, appraisement, and all exemption laws now in force or hereafter passed, including stay of execution and condemnation.

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26. Notwithstanding ADR provisions below, Bank shall have a continuing right of set-off against and upon all funds, credits, securities, instruments and other property, tangible or intangible, at any time in Bank's possession and belonging to Buyer, as security for all of Buyers' obligations to Bank due or to become due, or that may hereafter be contracted.

27. This Agreement shall apply and inure to the benefit of and bind the respective heirs, administrators, successors and assigns of Buyer and Bank, as the case may be, and the terms "Buyer" and "Bank" shall include and mean, respectively, the heirs, administrators, successors and assigns of Buyer and Bank, as the case may be.

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28. This Agreement and every Exhibit A constitutes the entire agreement between the parties and includes all oral or written agreements, representations, covenants, warranties and communications between Buyer and Bank and their respective agents, servants and employees and constitutes the full and complete agreement between Buyer and Bank. This Agreement can be modified or amended only by means of a written document signed by both parties hereto; provided that, Bank may by written notice to Buyer correct any error or complete any blank space necessary to cause this Agreement to be effective.

29. Due to the high cost and time involved in commercial litigation before a jury, Buyer, including any Guarantors hereunder, waives all right to a jury trial on all issues in any action or proceeding relating to this Agreement, the transaction evidenced by this Agreement, or any documents executed in connection with this Agreement, and no attempt shall be made to consolidate, by counterclaim or otherwise, any such action or proceeding with any other action or proceeding in which there is a trial by jury or in which a jury trial cannot be or has not been waived.

30. Buyer agrees that this is an Indiana transaction; the formal and essential validity of this Agreement and this Loan transaction shall be construed according to, and governed in all respects by, the laws of the State of Indiana.

31. Except as otherwise provided in this paragraph, the parties hereto waive litigation and agree that the sole procedure for resolving every claim or dispute in connection with this Agreement shall be by applying the methods set forth in the Indiana Rules for Alternative Dispute Resolution (ADR) at the Bank's office in 60 day increments as follows: (I) conduct mediation and (ii) conduct a mini-trial on any issues not resolved, with a neutral party to preside over the hearing and assist in resolving the issues. Each party shall pay an equal share of the costs of (I) and (ii), above. The parties shall agree upon a mediator and all other aspects of ADR but, if necessary, a party may commence an action in Indiana to compel ADR. Judgment on an ADR award with costs may be entered in any court with jurisdiction. The provisions of this paragraph shall be specifically enforceable by any court having jurisdiction. **THIS ADR PROVISION IS FOR THE PURPOSE OF SAVING THE PARTIES THE TIME AND EXPENSE OF LITIGATING ISSUES AND IS INTENDED TO BENEFIT ALL PARTIES HERETO; PROVIDED, HOWEVER, THAT NOTHING HEREIN SHALL AFFECT A PARTY'S RIGHT BEFORE, DURING OR AFTER ADR TO EXERCISE SELF-HELP REMEDIES, SUCH AS REPOSSESSION OR SET-OFF, UNDER THE UNIFORM COMMERCIAL CODE OR OTHER APPLICABLE LAW, INCLUDING A PARTY'S RIGHT TO BRING AN ACTION IN ANY COURT OF COMPETENT JURISDICTION FOR THE PURPOSE OF ENFORCING SAID SELF-HELP REMEDIES AND THESE REMEDIES ARE NOT WAIVED.**

NOTICE: (1) BUYER AGREES THAT THIS LOAN IS BEING MADE TO BUYER IN INDIANA. (2) BUYER AGREES THAT BUYER'S PAYMENTS ARE MADE WHEN ACCEPTED BY BANK IN INDIANA. (3) BUYER AGREES TO ALL THE TERMS OF THIS AGREEMENT. (4) THIS AGREEMENT IS NOT EFFECTIVE UNTIL IT IS COMPLETED AND SIGNED BY BUYER, AND RECEIVED, APPROVED, AND ACCEPTED BY BANK IN INDIANA. (5) BUYER ACKNOWLEDGES THAT BUYER HAS RECEIVED AND RETAINED A COMPLETED COPY OF THIS AGREEMENT.

IN WITNESS WHEREOF, Buyer has caused this Agreement to be duly executed on the day and year first above written, intending to be legally bound hereby.

ATTEST OR WITNESS:

By: X [signature]

Title Bookkeeper

Douglas F. Martin, M.D.
(Trade, Firm or Corporate Name)

By: X Douglas F Martin M.D.

Title Owner

APPROVED AND ACCEPTED by Bank, in South Bend, Indiana, this 5 day of June, 1997 (the Effective Date).

1st SOURCE BANK

By: [signature]

Title Vice President

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY

JUN 10 7 50 AM '97

OKLAHOMA CITY
OKLAHOMA

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1st Source Bank Piston Aircraft Division

EXHIBIT A

1. This Exhibit is made a part of and subject to the terms of the Aircraft Security Agreement ("Agreement") between Buyer and Bank, dated _____. 19__ (together with all amendments and supplements to and replacements for said Agreement).

2. Dealer hereby acknowledges receipt of the Total Amount Loaned specified below:

   1. Total Amount Advanced $_____

   2. Official Fees $_____

   3. Total Amount Loaned $_____

3. Buyer promises to pay to Bank or to Bank's order, at such office as Bank may direct, the unpaid principal balance of the Loan and all other sums which become due under the Agreement, plus interest, based on a 360 day year and the days actually elapsed, as follows:

   (1) [ ] Payments are arranged for equal principal reductions. An amortization schedule is attached. The interest is computed at a constant rate of_____ % per annum.

   (2) [ ] This is a balloon transaction. An amortization schedule is attached. The interest is computed at a constant rate of_____% per annum.

   (3) [ ] Buyer agrees to pay the unpaid principal balance in consecutive monthly installments of principal and interest as set forth in the schedule below. The interest is computed at the constant rate of_____% per annum on the unpaid principal balance as it changes from time to time.

   (4) [ ] Buyer agrees to pay the unpaid principal balance together with interest in consecutive monthly installments of principal as set forth in the schedule below. The interest shall be computed on the unpaid principal balance hereunder, as it changes from time to time, at the rate of_____% per annum more than the PRIME RATE. Prime Rate shall mean the Prime Rate as published in **The Wall Street Journal**, and which is described as the base rate on corporate loans at large U.S. money center commercial banks, as such rate may vary from time to time. If such base rate is expressed in a range in said publication, the higher rate of the reported range will apply. In the event **The Wall Street Journal** ceases to publish a Prime Rate, 1st Source shall use a similar source to determine said Prime Rate. All payments shall be applied first to the interest and then to principal unless otherwise noted herein. The PRIME RATE shall be determined on the last day of each [ ] Calendar month or the [ ] Three-month, [ ] Six- month, [ ] Twelve-month, anniversary of this Agreement and shall be the basis for establishing the interest assessed on the average daily unpaid principal balance for the next succeeding indicated period.

NO. OF PYMTS.	PAYMENT AMOUNT	BEGINNING DATE	NO. OF PYMTS.	PAYMENT AMOUNT	BEGINNING DATE	NO. OF PYMTS.	PAYMENT AMOUNT	BEGINNING DATE

ATTEST OR WITNESS:

_____
(Trade Firm or Corporate Name)

By: _____

By: _____

Title: _____ Title: _____

APPROVED AND ACCEPTED by Bank in South Bend, Indiana, as of _____, 19__.

1st SOURCE BANK

By: _____

Title: _____

AIR52331 Rev 5/96

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE 8-15-94

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

AIRCRAFT SECURITY AGREEMENT ASSIGNMENT

KK 19005

CONVEYANCE RECORDED
MAY 18 1 39 PM '94
FEDERAL AVIATION ADMINISTRATION
ABOVE SPACE FOR FAA USE ONLY

NAME & ADDRESS OF DEBTOR
Douglas F. Martin 875 Meadows Road, Suite 311 Boca Raton, Florida 33486
NAME & ADDRESS OF SECURED PARTY/ASSIGNOR
Morris S. McCastlain 415 N.W. 22nd Street Delray Beach, Florida 33444
ASSIGNED/NAME & ADDRESS OF ASSIGNEE
T. Graf Buckenmaier, Trustee 359 South County Road Palm Beach, Florida 33480

Date: January 25, 1994

Complete description of collateral ~~XXXXXXXXXXX~~ which was mortgaged in original Lien:

AIRCRAFT (FAA registration number, manufacturer, model, and serial number):
registration #: N5548A, manufacturer: Grumman, model: Goose G-21, serial #: 75-7661

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

ENGINES (manufacturer, model, and serial number):

PROPELLERS (manufacturer, model, and serial number):

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

SEE RECORDED CONVEYANCE
NUMBER NN000472
FICHE# 4 PAGE# 565

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

The above described aircraft ~~XXXXXX~~ was mortgaged to the secured party ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ by Aircraft Security Agreement and original Lien dated December 9, 1991 and recorded January 16, 1992 with conveyance number NN 000472.

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

~~Note bearing date of _____ 19____ executed by the debtor and payable to the order of _____ _____ in the aggregate sum of $_____ with interest thereon at the rate of _____ per centum per annum, from date, payable in installments as follows: The principal and interest of said note is payable in _____ installments of $_____ each on the _____ day of each successive month beginning with the _____ day of _____ 19 ___. The last payment of $_____ is due on the _____ day of _____ 19____.~~

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

Said ~~XXXX~~ assignor hereby declares and hereby warrants to the said ~~XXXXXXXX~~ assignee that he is the absolute owner of the legal and beneficial title to the said (+) ~~XXXXX~~ and in possession thereof, and that the same is free and clear of all liens, encumbrances, and adverse claims whatsoever. except as follows: (If no liens other than this mortgage, indicate "none".) (+) Security Agreement and original Lien

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

#0445 4/6/94 5.00

AC Form 8050-48 (7-87) (0052-00-038-4001)

41 + cy retd to Law Office of Saleeby Ranier, P.A.

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 8-15-94

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

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

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

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

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

ACKNOWLEDGMENT:
(If required by applicable local law)

NAME OF DEBTOR _____

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

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

ASSIGNMENT BY SECURED PARTY (+) assignor

For value received, the undersigned secured party (+) does hereby sell, assign, and transfer all his right, title, and interest in and to the foregoing security agreement and the aircraft covered thereby, unto the assignee named on the face of this instrument at the address given, and hereby authorizes the said assignee to do every act and thing necessary to collect and discharge the same. The undersigned secured party (+) warrants and agrees to defend the title of said aircraft hereby conveyed against all lawful claims and demands except the rights of the maker. The undersigned secured party (+) warrants that he is the owner of a valid security interest in the said aircraft. (A Guaranty Clause or any other provisions which the parties are desirous of making a part of this assignment should be included in the following space.) * and original Lien date of December 9, 1991 and recording January 16, 1992 and conveyance number of NN000472.

front page identified collateral and

Dated this 25 day of January 19 94

ACKNOWLEDGMENT:
(If required by applicable local law)

NAME OF SECURED PARTY (ASSIGNOR) Morris S McCastlain
MORRIS S. McCASTLAIN

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

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

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

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

AC Form 8050-98 (7-87) (0052-00-036-4011)

PLEASE REMOVE THIS PORTION AT PERFORATION BEFORE SUBMITTING TO FAA.

↓ ↓ ↓ ↓ ↓ ↓ ↓ ↓ ↓ ↓ ↓ ↓ ↓ ↓ ↓ ↓ ↓ ↓

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 4-30-92

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57-3

OB No. 04-R0169 Approval Expires Oct. 1977

AOPA AIRCRAFT OWNERS & PILOTS ASSOCIATION

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

V 40522

CONVEYANCE RECORDED

MAR 19 11 14 AM '92

FEDERAL AVIATION ADMINISTRATION

Release

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

Aircraft Make and Model SEE ATTACHTMENT	
FAA Registration Number SEE ATTACHMENT	Aircraft Serial Number SEE ATTACHEMENT
Engine Make and Model	Engine Serial Number
Propeller Make	Propeller Serial Number
Spare Parts and Location	

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

The conveyance dated: NOVEMBER 26, 1969, was executed by: ANTILLES AIR BOATS INC. to BARCLAYS BANK D.C.O. and assigned to: SEE RECORDED CONVEYANCE NUMBER L049842 FICHE # 2 PAGE # 291

This conveyance was recorded by the Federal Aviation Administration on: DECEMBER 9, 1969 and was assigned conveyance number: L049842

I hereby certify and acknowledge that the above described collateral was released from the terms of the conveyance on: SEPTEMBER 6, 1972

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

BARCLAYS BANK INTERNATIONAL LTD.
(Name of Secured Party)

SIGNATURE (In Ink) [illegible]

TITLE: Manager V.P.

Acknowledgment (If required by Applicable Local Law)

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

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 4-30-92

57-2

57-1

APPENDIX A

1. Eleven Airplanes

Manufacturer of Airplane	Model Designation of Airplane	Federal Aviation Agency's Number of Airplane	Manufacturer's Serial Number of Airplane
Grumman	Goose	N-2003	B-141
Grumman	Goose	N-7777V	B-111
Grumman	Goose	N-328	L42-122893
Grumman	Goose	N-8777A	1152
Grumman	Goose	N-5548A	75-7661
Grumman	Goose	N-4762C	B-60
Grumman	Goose	N-79901	B-63
Grumman	Goose	N-79914	B-88
Grumman	Goose	N-48550	1061
Consolidated	PBY	N-5588V	08101
Consolidated	PBY	N-5584V	46482

2. Airplane Engines

Manufacturer of Engine	Model Designation of Engine	Manufacturer's Serial Number of Engine
Pratt & Whitney	Wasp Jr. R-985	4017
Pratt & Whitney	Wasp Jr. R-985	17934
Pratt & Whitney	Wasp Jr. R-985	15633
Pratt & Whitney	Wasp Jr. R-985	42-23155
Pratt & Whitney	Wasp Jr. R-985	JP-206834
Pratt & Whitney	Wasp Jr. R-985	18114
Pratt & Whitney	Wasp Jr. R-985	9130
Pratt & Whitney	Wasp Jr. R-985	P-227306
Pratt & Whitney	Wasp Jr. R-985	TP-207867
Pratt & Whitney	Wasp Jr. R-985	21430
Pratt & Whitney	Wasp Jr. R-985	17217
Pratt & Whitney	Wasp Jr. R-985	10234
Pratt & Whitney	Wasp Jr. R-985	200728
Pratt & Whitney	Wasp Jr. R-985	11533
Pratt & Whitney	R-1830-92	461382
Pratt & Whitney	R-1830-92	CP321934
Curtiss-Wright	R-2600-29A	194215
Curtiss-Wright	R-2600-29A	433593

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 4-30-92

57

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 2-3-92

56-5

SECURITY AGREEMENT (CHATTEL MORTGAGE) 0 0 1 2 3 8 RAMCO FORM 63
UNIFORM COMMERCIAL CODE (IND. OR CORP.)

N N 0 0 0 4 7 2

Security Agreement

(CHATTEL MORTGAGE)

CONVEYANCE
RECORDED

This Agreement, made the 9th day of December 19 91

under the laws of the state of Florida

'92 JAN 16 PM 1 11

FEDERAL AVIATION
ADMINISTRATION

Between

DOUGLAS F. MARTIN herein called the Debtor

whose business address is (if none, write "none")

875 Meadows Road, Boca Raton, Florida 33486

and whose residence address is

and MORRIS S. McCASTLAIN herein called the Secured Party

whose address is

Witnesseth:

To secure the payment of an indebtedness in the amount of $100,000.00 with interest, payable as follows:

Interest only payments at Sun Bank prime shall be due and payable monthly, commencing on the 9th day of January, 1992, and on the 9th day of each and every month thereafter, until December 31, 1992, or the sale by the Maker of that certain Grumman Goose G-21 aircraft #N5548A, whichever is sooner, at which time all the unpaid principal and all accrued interest shall be due and payable in one balloon payment.

as evidenced by a note or notes of even date herewith, and also to secure any other indebtedness or liability of the Debtor to the Secured Party direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including all future advances or loans which may be made at the option of the Secured Party, (all hereinafter called the "obligations") Debtor hereby grants and conveys to the Secured Party a security interest in, and mortgages to the Secured Party,

(a) the property described in the schedule herein (hereinafter called the collateral), which collateral the Debtor represents will be used primarily

☒ for personal, family or household purposes ☐ in farming operations ☐ in business or other use

(b) all property, goods and chattels of the same classes as those scheduled, acquired by the Debtor subsequent to the execution of this agreement and prior to its termination

(c) all proceeds thereof, if any,

(d) all increases, substitutions, replacements, additions and accessions thereto.

RECORD CD 5.00
3152 001 12/16/91

DEBTOR WARRANTS, COVENANTS AND AGREES AS FOLLOWS:

To pay and perform all of the obligations secured by this agreement according to their terms.

To defend the title to the collateral against all persons and against all claims and demands whatsoever, which collateral, except for the security interest granted hereby, is lawfully owned by the Debtor and is now free and clear of any and all liens, security interests, claims, charges, encumbrances, taxes and assessments except as may be set forth in the schedule.

On demand of the secured party to do the following: furnish further assurance of title, execute any written agreement or do any other acts necessary to effectuate the purposes and provisions of this agreement, execute any instrument or statement required by law or otherwise in order to perfect, continue or terminate the security interest of the Secured Party in the collateral and pay all costs of filing in connection therewith.

To retain possession of the collateral during the existence of this agreement and not to sell, exchange, assign, loan, deliver, lease, mortgage or otherwise dispose of same without the written consent of the Secured Party.

To keep the collateral at the location specified in the schedule and not to remove same (except in the usual course of business for temporary periods) without the prior written consent of the Secured Party.

To keep the collateral free and clear of all liens, charges, encumbrances, taxes and assessments.

To pay, when due, all taxes, assessments and license fees relating to the collateral.

To keep the collateral, at Debtor's own cost and expense, in good repair and condition and not to misuse, abuse, waste or allow to deteriorate except for normal wear and tear and to make same available for inspection by the Secured Party at all reasonable times.

To keep the collateral insured against loss by fire (including extended coverage), theft and other hazards as the Secured Party may require and to obtain collision insurance if applicable. Policies shall be in such form and amounts and with such companies as the Secured Party may designate. Policies shall be obtained from responsible insurors authorized to do business in this state. Certificates of insurance or policies, payable to the respective parties as their interest may appear, shall be deposited with the Secured Party who is authorized, but under no duty, to obtain such insurance upon failure of the Debtor to do so. Debtor shall give immediate written notice to the Secured Party and to insurors of loss or damage to the collateral and shall promptly file proofs of loss with insurors. Debtor hereby appoints the Secured Party the attorney for the Debtor in obtaining, adjusting and cancelling any such insurance and endorsing settlement drafts and hereby assigns to the Secured Party all sums which may become payable under such insurance, including return premiums and dividends, as additional security for the indebtedness.

Release sent to Mann, Hanstanley et al Law Offices

56-4

If this agreement is security for a loan to be used to pay a part or all of the purchase price of the collateral; to use the proceeds of the loan to pay the purchase price, filing fees and insurance premiums. The Secured Party however, may pay the proceeds directly to the seller of the collateral.

To immediately notify the Secured Party in writing of any change in or discontinuance of Debtor's place or places of business and/or residence.

That if the collateral has been attached to or is to be attached to real estate, a description of the real estate and the name and address of the record owner is set forth in the schedule herein; if the said collateral is attached to real estate prior to the perfection of the security interest granted hereby, Debtor will on demand of the Secured Party furnish the latter with a disclaimer or disclaimers, signed by all persons having an interest in the real estate, of any interest in the collateral which is prior to Secured Party's interest.

THE PARTIES FURTHER AGREE

Notes, if any, executed in connection with this agreement, are separate instruments and may be negotiated by Secured Party without releasing Debtor, the collateral, or any guarantor or co-maker. Debtor consents to any extension of time of payment. If there be more than one Debtor, guarantor or co-maker of this agreement or of notes secured hereby, the obligation of all shall be primary, joint and several.

Waiver of or acquiescence in any default by the Debtor, or failure of the Secured Party to insist upon strict performance by the Debtor of any warranties or agreements in this security agreement, shall not constitute a waiver of any subsequent or other default or failure.

Notices to either party shall be in writing and shall be delivered personally or by mail addressed to the party at the address herein set forth or otherwise designated in writing.

The Uniform Commercial Code shall govern the rights, duties and remedies of the parties and any provisions herein declared invalid under any law shall not invalidate any other provision or this agreement.

The following shall constitute a default by Debtor:

Failure to pay the principal or any installment of principal or of interest on the indebtedness or any notes when due.

Failure by Debtor to comply with or perform any provision of this agreement.

False or misleading representations or warranties made or given by Debtor in connection with this agreement.

Subjection of the collateral to levy of execution or other judicial process.

Commencement of any insolvency proceeding by or against the Debtor or of any guarantor of or surety for the Debtor's obligations.

Death of the Debtor or of any Guarantor of or surety for the Debtor's obligations.

Any reduction in the value of the collateral or any act of the Debtor which imperils the prospect of full performance or satisfaction of the Debtor's obligations herein.

Upon any default of the Debtor and at the option of the Secured Party, the obligations secured by this agreement shall immediately become due and payable in full without notice or demand and the Secured Party shall have all the rights, remedies and privileges with respect to repossession, retention and sale of the collateral and disposition of the proceeds as are accorded to a Secured Party by the applicable sections of the Uniform Commercial Code respecting "Default", in effect as of the date of this Security Agreement.

Upon any default, the Secured Party's reasonable attorney's fees and the legal and other expenses for pursuing, searching for, receiving, taking, keeping, storing, advertising, and selling the collateral shall be chargeable to the Debtor.

The Debtor shall remain liable for any deficiency resulting from a sale of the collateral and shall pay any such deficiency forthwith on demand.

If the Debtor shall default in the performance of any of the provisions of this agreement on the Debtor's part to be performed, Secured Party may perform same for the Debtor's account and any monies expended in so doing shall be chargeable with interest to the Debtor and added to the Indebtedness secured hereby.

In conjunction with, addition to or substitution for those rights, Secured Party, at his discretion, may: (1) enter upon Debtor's premises peaceably by Secured Party's own means or with legal process and take possession of the collateral, or render it unusable, or dispose of the collateral on the Debtor's premises and the Debtor agrees not to resist or interfere; (2) require Debtor to assemble the collateral and make it available to the Secured Party at a place to be designated by the Secured Party, reasonably convenient to both parties (Debtor agrees that the Secured Party's address as set forth above is a place reasonably convenient for such assembling); (3) unless the collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will give Debtor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice will be met if such notice is mailed, postage prepaid, to the address of the Debtor shown above, at least three days before the time of sale or disposition.

Secured Party may assign this agreement and if assigned the assignee shall be entitled, upon notifying the Debtor, to performance of all of Debtor's obligations and agreements hereunder and the assignee shall be entitled to all of the rights and remedies of the Secured Party hereunder. Debtor will assert no claims or defenses Debtor may have against the Secured Party against the assignee.

The Secured Party is hereby authorized to file a Financing Statement.

56-2

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 2-3-92

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56-1

The terms, warranties and agreements herein contained shall bind and inure to the benefit of the respective parties hereto, and their respective legal representatives, successors and assigns.

The gender and number used in this agreement are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

This agreement may not be changed orally.

In Witness Whereof, the Parties have respectively signed and sealed these presents the day and year first above written.

Douglas F. Martin

Morris S. McCaslain

SCHEDULE

Describe items of collateral, the address where each item will be located and describe any prior liens, etc., and the amounts due thereon. If items are crops or goods affixed or to be affixed to real estate describe the real estate and state the name and address of the owner of record thereof.

Items	*Location, etc.*
Grumman Goose G-21, #N5548A, Serial #75-7661 Aircraft.	

The chief place of business of the Debtor, if other than stated in this agreement, is:

OKLAHOMA

56

FAA AIRCRAFT REGISTRY
CAMERA NO. / DATE: 12-13-91

FORM APPROVED
OMB No. 2120-0042

0 0 0 0 0 0 0 0 5 7

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

CERT. ISSUE DATE
55-1
W 11 19 91

UNITED STATES REGISTRATION NUMBER: N5548A

AIRCRAFT MANUFACTURER & MODEL: Grumman Goose G21A.

AIRCRAFT SERIAL No.: 75-7661

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.)

Douglas F. Martin, MD
875 Meadows Rd. ST. 3N
Boca Raton, FL. 33486

TELEPHONE NUMBER: (407) 368 5488

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: Same. 875 MEADOWS RD ST 3N

Rural Route: P.O. Box:

CITY	STATE	ZIP CODE
BOCA RATON	FL	33486

☐ 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: Douglas F Martin), 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
Douglas F Martin	OWNER	10/28/91
DOUGLAS F MARTIN	OWNER	10-29-91
	REGSTR 0153 001	5.00 11/ 4/91

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.

1466 6-7-90 $5.00

AC Form 8050-1 (8-84) (0052-00-628-9005)

app. Fr 6-7-90 # 131
app. Fr 4-18-89 # 428

FAA AIRCRAFT REGISTRY
CAMERA NO. / DATE: 12-13-91

55

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
'91 NOV 4 AM 9:59
OKLAHOMA CITY
OKLAHOMA

FAA AIRCRAFT REGISTRY
CAMERA NO. / DATE: 12-13-91

FORM APPROVED: OMB NO. 04-R0076

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION 0 0 0 0 0 0 0 1 0 5 9

54-1

AIRCRAFT BILL OF SALE

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

UNITED STATES REGISTRATION NUMBER N 5548A

AIRCRAFT MANUFACTURER & MODEL

AIRCRAFT SERIAL No. 15-1661

DOES THIS 12 DAY OF Dec. 19 89 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:

W 16550

Do Not Write In This Block FOR FAA USE ONLY

CONVEYANCE RECORDED

Nov 19 1 58 PM '91

FEDERAL AVIATION ADMINISTRATION

PURCHASER

NAME AND ADDRESS (IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL)
Martin Douglas F.
875 Meadows Rd.
Boca Raton Fl. 33486

DEALER CERTIFICATE NUMBER Notary: Constance Rieti

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

IN TESTIMONY WHEREOF HAVE SET HAND AND SEAL THIS 5 DAY OF 5 19 90

SELLER

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED) SEAL
Anthony Stewart		partner
FRANK A. HILL		PARTNER

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

PURCHASER'S COPY (This copy must be signed in ink if submitted to the FAA.)

AC FORM 8050-1 (6-78) (8050-270-0000)

FAA AIRCRAFT REGISTRY
CAMERA NO. / DATE: 12-13-91

54

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION

AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF $ _____ THE UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED BELOW HEREBY SELL(S) UNTO:

UNITED STATES REGISTRATION NUMBER

AIRCRAFT MANUFACTURER AND MODEL

AIRCRAFT SERIAL NO.

HOLD(S), GRANT(S), TRANSFER(S) AND ASSIGN(S) ALL RIGHTS, TITLE, AND INTEREST IN AND TO THE AIRCRAFT UNTO:

TRADER'S CERTIFICATE NUMBER

EXECUTORS, ADMINISTRATORS, AND ASSIGNS TO HAVE AND HOLD THE AIRCRAFT FOREVER, AND WARRANT THE TITLE THEREOF FREE FROM ALL ENCUMBRANCES EXCEPT: _____ HAVING AND HEREBY SETTING OUT OUR SEVERAL SIGNATURES AND SEALS THIS _____ DAY OF _____ 19 _____

NAME(S) OF SELLER (Typed or printed)	SIGNATURE(S) (Signature(s) to be acknowledged and must be signature(s) on file)	(Typed or printed)

OKLAHOMA CITY, OKLAHOMA
MAY 14 11 44 AM '91
FEDERAL AVIATION ADMINISTRATION
AIRCRAFT REGISTRY
FILED WITH FAA
CONVEYANCE

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

PURCHASER'S COPY (This copy must be signed in ink if submitted to the FAA.)

FAA AIRCRAFT REGISTRY
CAMERA NO. / DATE: 12-13-91

FORM APPROVED: OMB NO. 04-R0070

53-1

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF $ 17500 THE UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:

UNITED STATES REGISTRATION NUMBER N 5548A

AIRCRAFT MANUFACTURER & MODEL Gruman GA21A

AIRCRAFT SERIAL No. 15-1661

DOES THIS 12 DAY OF Dec. 1988 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:

000419

H 16549

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)

Martin Dougles F.
875 Mea dows Rd.
Boca Raton Fl. 33486

CONVEYANCE RECORDED
Nov 19 1 58 PM '91
FEDERAL AVIATION ADMINISTRATION

DEALER CERTIFICATE NUMBER

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

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

SELLER

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
Anthony		partner
FRANK A. HILL		PARTNER

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

5.00 REG

ORIGINAL: TO FAA 8:23 AM 4205 0 255 A 04/18/89

AC FORM 8050-2 (8-75) (0052-629-0002)

FAA AIRCRAFT REGISTRY
CAMERA NO. / DATE: 12-13-91

53

FAA AIRCRAFT REGISTRY
CAMERA NO. / DATE: 12-13-91

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION

FORM APPROVED
OMB NO. 2120-0042

0 0 0 0 0 0 0 1 2 8 8

52-1

AIRCRAFT BILL OF SALE

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

UNITED STATES REGISTRATION NUMBER N5548A

AIRCRAFT MANUFACTURER & MODEL Grumman G-21A

AIRCRAFT SERIAL No. 75-7661

W 16548

DOES THIS 20TH DAY OF DEC 1988 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

COPY
RECORDED

PURCHASER

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

~~Anthony Stinis~~ STINIS, ANTHONY
~~Frank A. Hill~~ HILL, FRANK A.
1606 S.E. 12TH COURT
FT. LAUDERDALE, FL 33316

FEDERAL AVIATION ADMINISTRATION

DEALER CERTIFICATE NUMBER

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

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

SELLER

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

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

ORIGINAL: TO FAA

AC FORM 8050-2 (3-85) (0052-00-629-0002)

FAA AIRCRAFT REGISTRY
CAMERA NO. / DATE: 12-13-91

52

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
DEC 12 2 29 PM '89
OKLAHOMA CITY, OKLA.

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 N DATE: 5 - 1 - 91

0 0 0 0 0 0 0 0 0 0 P 9 3 6 5 7

51-1

J. M. Ashmore Associates

AIRCRAFT AND MARINE APPRAISERS
P.O. BOX 1491 VIDALIA, GEORGIA 30474
(912) 537-2867

CONVEYANCE RECORDED
APR 24 - 9 37 AM '91
FEDERAL AVIATION ADMINISTRATION

March 4, 1991

Federal Aviation Administration
Monroney Aeronautical Center
P.O. Box 25082
Oklahoma, City, Oklahoma 73125

Attn:- Federal Aviation Administration Aircraft Registry

An Aircraft repair and maintenance lien is hereby filed by the following individual and company in compliance with and under Florida State Stature 329.51

J.M. Ashmore, dba
J.M. Ashmore Associates
P.O. Box 1491
Vidalia, GA 30474

FATC

Total Due: $8,000.00

Date of last work accomplished: Jan. 18, 1991

Description of Aircraft: Grumman, Model G-21 Goose, Serial #757661
TC-654
Registration Number: N5548A

Name of Record Owner: Douglas F. Martin
6665 Skyline Dr.
Delray Beach, FL 33446

SEAL

Registration Number: N5548A

J. M. Ashmore, Owner
J. M. Ashmore Associates

RECORD CD 5.00
4076 001 3/19/91

Subscribed and sworn to before me this 19th day of April, 1991.

(SEAL)

(MY COMMISSION EXPIRES: 8-24-94)

NOTARY PUBLIC

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 N DATE: 5 - 1 - 91

51

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

0000001937

FORM APPROVED OMB NO. 04-R0078

50-1

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

CERT. ISSUE DATE

UNITED STATES REGISTRATION NUMBER N 5548A

AIRCRAFT MANUFACTURER & MODEL Grumman G-21A

AIRCRAFT SERIAL No. 75-7661

D 021184
FOR FAA USE ONLY

TYPE OF REGISTRATION (Check one box)

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

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

STINIS, ANTHONY

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: 1606 S.E. 12 Court

Rural Route: P.O. Box:

CITY	STATE	ZIP CODE
Ft Lauderdale	Florida	33316

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

ATTENTION! Read the following statement before signing this application.

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

CERTIFICATION

I/WE CERTIFY:

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

a. ☒ A citizen of the United States;

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

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

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

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

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.

SIGNATURE	TITLE	DATE
Anthony Stinis	Owner	12/28/83
SIGNATURE	TITLE	DATE
SIGNATURE	TITLE	DATE

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

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

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

50

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

FORM APPROVED: OMB NO. 50-R0075

49-1

UNITED STATES OF AMERICA 36
DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE

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

UNITED STATES REGISTRATION NUMBER N 5548A

AIRCRAFT MANUFACTURER & MODEL Grumman G21A

AIRCRAFT SERIAL No. 75-7661

DOES THIS 28th DAY OF Dec 83 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:

FEB 11 9 54 AM '84
FEDERAL AVIATION ADMINISTRATION
CONVEYANCE RECORDED
S 45 1 1

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.)

STINIS, ANTHONY
1606 S.E. 12 Court
Ft. Lauderdale, Florida 33316

DEALER CERTIFICATE NUMBER

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

IN TESTIMONY WHEREOF HAVE SET HAND AND SEAL THIS 28 DAY OF Dec, 83

SELLER

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
AMPHIBIAN SALES INC.	Dean H Smith	President

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

ORIGINAL: TO FAA

AC FORM 8050-2 (5-76) (9052-629-0002)

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

FORM APPROVED:
OMB NO. 04-R0075

48-1

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION

AIRCRAFT BILL OF SALE

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

UNITED STATES REGISTRATION NUMBER N 5548A

AIRCRAFT MANUFACTURER & MODEL Grumman G-21A

AIRCRAFT SERIAL No. 75-7661

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

FEB 11 9 54 AM '85
FEDERAL AVIATION ADMINISTRATION
CONVEYANCE RECORDED

S 45 11

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.)

AMPHIBIAN SALES, INC.
4041 N.W. 25 Street
Miami, Florida 33143

DEALER CERTIFICATE NUMBER AS

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

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

SELLER

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN)	TITLE (TYPED OR PRINTED)
Antilles Air Boats, Inc.	David Borden	Exec. Vice-President
	11:54 PM 1211	5.00 REG 0 255 A 01/06/84

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 (8-76) (0052-623-0002)

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 9-26-85

47-7

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

FORM APPROVED: OMB No. 04-R0169

0 0 0 0 0 0 0 2 5 0

CONVEYANCE RECORDATION NOTICE AND RELEASE

FAA REGISTRATION NUMBER: N5548A	AIRCRAFT MFR. (BUILDER) and MODEL: Grumman G-21
AIRCRAFT SERIAL NUMBER: 75-7661	
ENGINE MFR. and MODEL:	PROPELLER MFR. and MODEL:
ENGINE SERIAL NUMBER(S):	PROPELLER SERIAL NUMBER(S):

NAME (last name first) and ADDRESS OF SECURED PARTY/ASSIGNEE:

Resorts International, Inc.
915 N.E. 125th Street
North Miami, Florida 33161

NAME (last name first) OF SECURED PARTY'S ASSIGNOR (If assigned):

NAME (last name first) OF DEBTOR:

Antilles Air Boats, Inc.

CONVEYANCE REGISTRY
JUL 19 3 08 PM '83
FEDERAL AVIATION ADMINISTRATION

12025.9

Do Not Write In This Block
FOR FAA USE ONLY

CONVEYANCE DATED: 3-21-79 RECORDED ON: 4-4-79 CONVEYANCE NUMBER: F11459

FAA CONVEYANCE EXAMINER

RELEASE

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

DATE OF RELEASE: March , 1983

Resorts International, Inc.
(Name of security holder)

SIGNATURE (In ink): Matthew B. Kearney

TITLE: Vice President

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

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

ACKNOWLEDGMENT (If Required By Applicable Local Law):

AC Form 8050-41 (7-73) (0052-00-543-9001) Supersedes previous edition

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

46-1

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

FORM APPROVED; OMB No. 04-R0169

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CONVEYANCE RECORDATION NOTICE AND RELEASE

FAA REGISTRATION NUMBER: N5548A	AIRCRAFT MFR. (BUILDER) and MODEL: Grumman G-21
AIRCRAFT SERIAL NUMBER: 75-7661	
ENGINE MFR. and MODEL	PROPELLER MFR. and MODEL
ENGINE SERIAL NUMBER(S)	PROPELLER SERIAL NUMBER(S)

NAME (last name first) and ADDRESS OF SECURED PARTY/ASSIGNEE

First Pennsylvania Bank N.A.
P.O. Box 1737
Charlotte Amalie, St. Thomas, Virgin Islands

NAME (last name first) OF SECURED PARTY'S ASSIGNOR (If assigned)

NAME (last name first) OF DEBTOR

Antilles Air Boats, Inc.

CONVEYANCE RECORDED
JUL 19 3 08 PM '83
FEDERAL AVIATION ADMINISTRATION

12025

Do Not Write In This Block
FOR FAA USE ONLY

CONVEYANCE DATED: 5-11-78 RECORDED ON: 7-6-78 CONVEYANCE NUMBER: S07249

FAA CONVEYANCE EXAMINER

RELEASE

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

DATE OF RELEASE: March , 1983

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

SIGNATURE (in ink) Ronald W. Simmons

TITLE Senior Commercial Officer

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

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

ACKNOWLEDGMENT (If Required By Applicable Local Law):

AC Form 8050-41 (7-75) (0052-00-543-9001) Supersedes previous edition

46

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

45-1

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

FORM APPROVED: OMB No. 04-R0189

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CONVEYANCE RECORDATION NOTICE AND RELEASE

FAA REGISTRATION NUMBER: N5548A	AIRCRAFT MFR. (BUILDER) and MODEL: Grumman G-21
AIRCRAFT SERIAL NUMBER: 75-7661	
ENGINE MFR. and MODEL:	PROPELLER MFR. and MODEL:
ENGINE SERIAL NUMBER(S):	PROPELLER SERIAL NUMBER(S):

NAME (last name first) and ADDRESS OF SECURED PARTY/ASSIGNEE:

First Pennsylvania Bank, N.A.
P.O. Box 1737
St. Thomas, Virgin Islands

NAME (last name first) OF SECURED PARTY'S ASSIGNOR (If assigned):

NAME (last name first) OF DEBTOR:

Antilles Air Boats, Inc.

CONVEYANCE RECORDED
JUL 19 3 08 PM '83
FEDERAL AVIATION ADMINISTRATION

12025 4

Do Not Write In This Block
FOR FAA USE ONLY

CONVEYANCE DATED: Not Given RECORDED ON: 6-27-78 CONVEYANCE NUMBER: C173006

FAA CONVEYANCE EXAMINER

RELEASE

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

DATE OF RELEASE: March , 1983

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

SIGNATURE (in ink): Ronald W. Simmons

TITLE: Senior Commercial Officer

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

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

ACKNOWLEDGMENT (If Required By Applicable Local Law):

AC Form 8050-41 (7-75) (0052-00-543-9001) Supersedes previous edition

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

44-1

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

FORM APPROVED: OMB No. 04-R0169

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CONVEYANCE RECORDATION NOTICE AND RELEASE

FAA REGISTRATION NUMBER N5548A	AIRCRAFT MFR. (BUILDER) and MODEL Grumman G-21
AIRCRAFT SERIAL NUMBER 75-7661	
ENGINE MFR. and MODEL	PROPELLER MFR. and MODEL
ENGINE SERIAL NUMBER(S)	PROPELLER SERIAL NUMBER(S)

NAME (last name first) and ADDRESS OF SECURED PARTY/ASSIGNEE

Administrator of the Small Business
Administration
255 Ponce de Leon Avenue
Hato Bay, Puerto Rico

NAME (last name first) OF SECURED PARTY'S ASSIGNOR (If assigned)

NAME (last name first) OF DEBTOR

Antilles Air Boats, Inc.

CONVEYANCE REGISTERED
JUL 19 3 08 PM '83
FEDERAL AVIATION ADMINISTRATION

12025 3

Do Not Write In This Block
FOR FAA USE ONLY

CONVEYANCE DATED: 8-12-75 RECORDED ON: 8-28-75 CONVEYANCE NUMBER: L100595

FAA CONVEYANCE EXAMINER

RELEASE

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

DATE OF RELEASE: March , 1983

Administrator of the Small Business Administration (Name of security holder)

SIGNATURE (in ink) [signature]

TITLE Acting District Director

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

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

ACKNOWLEDGMENT (If Required By Applicable Local Law):

AC Form 8050-41 (7-75) (0052-00-543-9001) Supersedes previous edition

FAA AIRCRAFT REGISTRY
CAMERA NO. 3-N DATE: 9-26-85

44

SUBMITTED BY I.A.T.S.

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

AIRCRAFT CHATTEL MORTGAGE

43-3

This mortgage, made this 21st day of March, 1979 by and between 0 0 0 0 0 6 5 6

ANTILLES AIR BOATS, INC., a United States Virgin Islands corporation,

whose address is *(Number, street, city, zone, and State)*
West Seaplane Ramp, Christiansted, St. Croix, U.S. Virgin Islands 00820
hereinafter called the MORTGAGOR, and
RESORTS INTERNATIONAL, INC., a Delaware corporation,

whose address is *(Number, street, city, zone, and State)*:
915 N.E. 125th Street, North Miami, Florida 33161
hereinafter called the MORTGAGEE,

FEDERAL AVIATION ADMINISTRATION
MAR 4 11 23 AM '79
CONVEYANCE RECORDED
F 1 1 4 5 9

WITNESSETH: That the said mortgagor, being justly indebted unto the said mortgagee in the sum of Nine Hundred Thousand-----dollars ($900,000------) as evidenced by a promissory note referred to herein, grants, bargains, sells, and mortgages to the said mortgagee, his heirs, administrators, successors, and assigns, the following described aircraft:

Aircraft make and model Grumman G-21A FAA registration number N-5548A

Manufacturer's serial number 757661

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

All aircraft engines, spare parts, propellers, appliances, equipment and accessories, appurtenant to the aforesaid aircraft.

SEE RECORDED CONVEYANCE
NUMBER F20256
FICHE # ____ PAGE # ____

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

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

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

Note bearing date of October 26, 1978 executed by the mortgagor and payable to the order of the mortgagee in the aggregate principal sum of $ 900,000 with interest thereon at the rate of 2% / per annum equal to 2% greater than the prime rate of interest charged by Citibank, N.A., payable on the 25th day of each month, commencing November 25, 1978.

The principal of said note is payable in 36 installments of $ 23,000 each on the 25th day of each successive month beginning with the 25th day of April 1979, with a final payment of $72,000 due on the 25th day of April 1982.

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

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

Liens presently outstanding in favor of First Pennsylvania Bank, N.A. and/or Small Business Administration as disclosed in the Aircraft Title Reports from FAA Records Search by Aero Title Clearing Service, Inc. dated December 11, 1978 and previously delivered to the Mortgagee.

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

This mortgage shall also secure all future indebtedness of the mortgagor to the mortgagee.

MAR 28 9 02 AM '85 $10.00

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

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

43-2

SUBMITTED BY
AERO TITLE CLEARING SERVICE

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
MAR 27 8 08 AM '79
OKLAHOMA CITY
OKLAHOMA

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

-43-

0 0 0 0 0 0 6 5 7

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

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

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

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

Name of mortgagor ANTILLES AIR BOATS, INC.

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

SEAL

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

SEAL

ACKNOWLEDGMENT BY MORTGAGOR

State of Florida

County of Dade

(SEAL)

On this 21 day of March, 1979, before me personally appeared the above-named mortgagor, to me known to be the person described in and who executed the foregoing chattel mortgage, and acknowledged that he executed the same as his free act and deed, and, if said chattel mortgage be that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC. 4 1981
BONDED THRU GENERAL INS. UNDERWRITERS

My commission expires

Carolyn B. Patt
(Signature of notary public *(in ink)*)

ASSIGNMENT BY MORTGAGEE

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

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

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

Dated this _____ day of _____, 19____.

Name of mortgagee (assignor) _____

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

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

ACKNOWLEDGMENT BY MORTGAGEE (ASSIGNOR)

State of _____

County of _____

(SEAL)

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

My commission expires _____

_____
Signature of notary public *(in ink)*

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

43

FAA AIRCRAFT REGISTRY
CALERA NO. 3N DATE: 9-26-85

42-3

AIRCRAFT CHATTEL MORTGAGE

This mortgage, made this 11th day of May, 19 78 by and between ANTILLES AIRBOATS, INC.

0 0 0 0 0 1 3 ~~9 0~~
0 0 0 0 0 1 4 1 1

whose address is *(Number, street, city, zone, and State)* Seaplane Ramp, Veteran's Drive, Charlotte Amalie, St. Thomas, Virgin Islands

hereinafter called the MORTGAGOR, and FIRST PENNSYLVANIA BANK, N. A.

whose address is *(Number, street, city, zone, and State)* P. O. Box #1737, St. Thomas, Virgin Islands

hereinafter called the MORTGAGEE,

COPY — FAA

FEDERAL AVIATION ADMINISTRATION
JUL 6 6 11 AM '78
CONVEYANCE RECORDED
S 0 7 2 4

WITNESSETH: That the said mortgagor, being justly indebted unto the said mortgagee in the sum of One Hundred Twenty Thousa

---------- dollars ($120,000.00) as evidenced by a promissory note referred to herein, does bargains, sells, and mortgages to the said mortgagee, his heirs, administrators, successors, and assigns, the following described aircraft: As per attached EXHIBIT "A" made a part hereof.

Aircraft make and model — FAA registration number

Manufacturer's serial number

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

All spare parts and equipment used in the operation of said aircraft.

SEE RECORDED CONVEYANCE NUMBER 1-20255
FICHE # ____ PAGE # ____

AUPA $75

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

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

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

Note bearing date of May 11, 1978 executed by the mortgagor and payable to the order of FIRST PENNSYLVANIA BANK, N.A. in the aggregate principal sum of $120,000.00 with interest thereon at the rate of 2pts. over 1st. Pennsylvania Bank, N.A. moving prime rate per centum per annum, from date, payable in installments as follows: 35 successive monthly installments of $3,334.00 plus interest and a 36th successive monthly payment of $3,310.00 plus interest ~~[illegible]~~ each on the 1st. day of each successive month beginning with the 1st. day of June 19 78

The last payment of $3,310.00 plus interest is due on the 1st day of May 19 81

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

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

First liens held by First Pennsylvania Bank and liens held by the Small Business Administratio

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

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

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

42-2

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

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

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

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

Name of mortgagor ANTILLES AIRBOATS, INC.

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

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

ACKNOWLEDGMENT BY MORTGAGOR

State of U.S. VIRGIN ISLANDS

County of ST. THOMAS / ST. JOHN

(SEAL)

On this 11TH day of MAY, 1978, before me personally appeared the above-named mortgagor, to me known to be the person described in and who executed the foregoing chattel mortgage, and acknowledged that he executed the same as his free act and deed, and, if said chattel mortgage be that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

My commission expires May 22, 1978

[signature] (Signature of notary public *(in ink)*)

ASSIGNMENT BY MORTGAGEE

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

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

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

Dated this _____ day of _____, 19____.

Name of mortgagee (assignor) _____

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

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

ACKNOWLEDGMENT BY MORTGAGEE (ASSIGNOR)

State of _____

County of _____

(SEAL)

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

My commission expires _____ (Signature of notary public *(in ink)*)

EXHIBIT A

Chattel Mortgage on the following aircraft including spare parts and equipment used in the operation of said aircraft:

Grumann G-21A, Reg. N2003 SN#B141
Grumann G-21A, Reg. N7777V SN#B111
~~Grumann G-21A, Reg. N8777A SN#1152~~
Grumann G-21A, Reg. N4762C SN#B60
Grumann G-21A, Reg. N79901 SN#B63
Grumann G-21A, Reg. N79914 SN#B88
Grumann G-21A, Reg. N48550 SN#1061
Grumann G-21A, Reg. N5548A, SN#757661
Grumann G-21A, Reg. N74588 SN#1165
Grumann G-21A, Reg. N323 SN#1191
Grumann G-21A, Reg. N1048V SN#37793
Grumann G-21A, Reg. N74676 SN#1172
Grumann G-21A, Reg. N28369 SN#1149
Grumann Mallard G-73, Reg. #N7356 SN#J56
Grumann Albatross Model HU16B Reg. #N3385F SN#51-7168
Cessna Aircraft Model 310F SN#3100063 Reg. #6763X

ANTILLES AIRBOATS INC.

President

3 cmi

CONVEYANCE FILED WITH FAA AIRCRAFT REGISTRY

MAY 18 12 23 PM '78

OKLAHOMA CITY, OKLA.

CONVEYANCE FILED WITH FAA AIRCRAFT REGISTRY

JUN 19 11 26 AM '78

OKLAHOMA CITY, OKLA.

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

AIRCRAFT CHATTEL MORTGAGE

This mortgage, made this day of , 19 by and between Antilles Airboats Inc. 0 6 41-1

whose address is *(Number, street, city, zone, and State)* Seaplane Ramp, Veterans Drive, Charlotte Amalie St. Thomas, Virgin Islands

hereinafter called the MORTGAGOR, and FIRST PENNSYLVANIA BANK, N.A.

whose address is *(Number, street, city, zone, and State)* P.O. Box 1737 St. Thomas, Virgin Islands

hereinafter called the MORTGAGEE,

JUN 17 3 02 PM '78 FEDERAL AVIATION ADMINISTRATION CONVEYANCE RECORDED

C173009

WITNESSETH: That the said mortgagor, being justly indebted unto the said mortgagee in the sum of Five Hundred Twenty Four Thousand Dollars dollars ($524,000) as evidenced by a promissory note referred to herein, grants, bargains, sells, and mortgages to the said mortgagee, his heirs, administrators, successors, and assigns, the following described aircraft:

Aircraft make and model Grumann G-21A FAA registration number 5548A

Manufacturer's serial number 757661

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

All spare parts and equipment used in the operation of said aircraft.

open

SEE RECORDED CONVEYANCE NUMBER I 20254 PAGE ~~FICHE~~ #

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

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

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

Note bearing date of March 15, 1977 executed by the mortgagor and payable to the order of FIRST PENNSYLVANIA BANK N.A. in the aggregate principal sum of $524,000 with interest thereon at the rate of 2 pts. over First Pennsylvania Bank moving prime per centum per annum, from date, payable in installments as follows: 47 successive monthly payments of $10,916 plus interest and a 48th successive payment of $10,948 plus interest ~~the principal and interest of said note payable in installments of $~~ each on the 1st day of each successive month beginning with the 1st day of May 1977

The last payment of $ 10,948 plus interest is due on the 1st day of April 1981

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

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

NONE

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

315 5331 00005.00EA

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

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

41

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

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

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

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

Name of mortgagor Antilles Airboats Inc.

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

SEAL

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

ACKNOWLEDGMENT BY MORTGAGOR

State of U.S. Virgin Islands
County of St. Thomas
(SEAL)

SEAL

On this 7th day of June, 1978, before me personally appeared the above-named mortgagor, to me known to be the person described in and who executed the foregoing chattel mortgage, and acknowledged that he executed the same as his free act and deed, and, if said chattel mortgage be that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

My commission expires Sept 29, 1979

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

ASSIGNMENT BY MORTGAGEE

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

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

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

Dated this _____ day of _____, 19____.

Name of mortgagee (assignor) _____

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

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

ACKNOWLEDGMENT BY MORTGAGEE (ASSIGNOR)

State of U.S. Virgin Islands
County of St. Thomas
(SEAL)

SEAL

On this 7th day of June, 1978, before me personally appeared the above-named mortgagee, to me known to be the person described in and who executed the foregoing assignment, and acknowledged that he executed the same as his free act and deed, and, if said assignment be that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

My commission expires Sept 29, 1979

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

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

FORM APPROVED: O.M.B. No. 04-R0076

40-1

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION—FEDERAL AVIATION ADMINISTRATION

0 0 0 0 0 0 8 7 8

AIRCRAFT REGISTRATION APPLICATION

TYPE OF REGISTRATION (Check one box) ☐ 1. Individual ☐ 2. Partnership ☒ 3. Corporation ☐ 4. Co-Owner ☐ 5. Gov't.

NATIONALITY AND REGISTRATION MARKS: N 5548A

AIRCRAFT MAKE AND MODEL: Grumman G21A

AIRCRAFT SERIAL No.: 75-7661

CERT. ISSUE DATE: Z 06 08 78

FOR FAA USE ONLY

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

Antilles Air Boats, Inc.

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: West Seaplane Ramp, Christiansted

Rural Route: St. Croix, V.I. 00820 P. O. Box:

☐ CHECK HERE IF ADDRESS CHANGE	CITY	STATE	ZIP CODE
	VQ Christiansted	FORGN U.S.V.I.	00820

(No fee required for revised Certificate of Registration)

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

CERTIFICATION

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

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

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK

SIGNATURE	TITLE	DATE
[signature]	President	5/17/78

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

AC Form 8050-1 (4-71) (0052-628-9002)

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

40

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
MAY 26 12 22 PM '78
OKLAHOMA CITY
OKLAHOMA

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

FORM APPROVED: OMB NO. 04-R0076

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

DO NOT WRITE IN THIS BLOCK FOR FAA USE ONLY

00000877

39-1

AIRCRAFT BILL OF SALE

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

AIRCRAFT MAKE AND MODEL: Grumman G-21A

MANUFACTURER'S SERIAL NUMBER: 75-7661

NATIONALITY & REGISTRATION MARKS: N 5548A

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

PURCHASER

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

Antilles Air Boats, Inc.

AABJ

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

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

SELLER

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN BLACK INK.) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
Caribbean Flying Boats - V.I., Inc.		President

AABJ

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

ORIGINAL: TO FAA

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

CONVEYANCE RECORDED
JUN 8 12 36 PM '78
FEDERAL AVIATION ADMINISTRATION

7085 1 0 MAY 31 - 835 0005.00 EA

MAY 31 - 834 0005.00 EA

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

39

0000000772

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

38-1

FORM APPROVED, BUDGET BUREAU NO. 04-R076.2

0 0 0 0 0 1 0 0 8

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION — FEDERAL AVIATION ADMINISTRATION

APPLICATION FOR AIRCRAFT REGISTRATION

A 051079

TYPE OF REGISTRATION (Check one box)

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

NATIONALTY AND REGISTRATION MARKS	AIRCRAFT MAKE AND MODEL	AIRCRAFT SERIAL No.
N 5548A	Grumman G21A	75-7661

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

Caribbean Flying Boats - V.I., Inc.

ADDRESS (Number and Street; P. O. Box; or Rural Route.)
C/O Antilles Air Boats, Inc.
West Seaplane Ramp, C'sted. St. Croix, V.I. 00820

CITY	COUNTY	STATE	ZIP CODE
Christiansted	St. Croix	U.S.V.I.	00820

ATTENTION! Read the following statement before signing this application.

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

CERTIFICATION

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

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

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.

SIGNATURE	TITLE	DATE
[signature]	President	

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

AC Form 8050-1 (7-68) Formerly FAA Form 8050-1 (0052-628-9001)

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

FORM APPROVED: OMB NO. 04-R0076

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

DO NOT WRITE IN THIS BLOCK FOR FAA USE ONLY. 37-1

0 0 0 0 0 1 0 0 7

AIRCRAFT BILL OF SALE

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

AIRCRAFT MAKE AND MODEL
Grumman G-21A N5548A

MANUFACTURER'S SERIAL NUMBER
75-7661

NATIONALITY & REGISTRATION MARKS

DOES THIS 18 DAY OF July 19 77 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:

AUG 19 1 12 PM '77
A70024

PURCHASER

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

Caribbean Flying Boats - V.I., Inc.
C/O Antilles Air Boats, Inc.
West Seaplane Ramp
Christiansted
St. Croix, V.I. 00820

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

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

SELLER

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN BLACK INK.) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
Antilles Air Boats	[signature]	President

AUG 1 - 150 $5.00 FA

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

ORIGINAL: TO FAA

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

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

37

36-3

K C
AIRCRAFT SHEET METAL INC.
2750 WARDLOW ROAD, LONG BEACH, CALIF. 90806 BUS: (213) 424-4918 BUS: (213) 424-4383

July 18, 1977

Department of transportation.
Federal aviation administration.
Aeronautical center.
P.O.Box 25504
Oklahoma City,Oklahoma 73125

Gentlemen:

Relative to the sale of the Grumman Goose G-21 A. N5548A Ser.# 75-7661,from Antilles Air Boats,Inc,to K.C. Aircraft sheetmetal,Inc at December 28,1976,please be adviced that the sale was canceled.

The aircraft never did arrive at K.C.Aircraft Sheetmetal,Inc Long Beach,Calif.

Antilles Air Boats,Inc,West Seaplane Ramp.Christiansted St.Croix,U.S.Virgin Islands 00820 sold N5548A Ser.# 75-7661 to Caribbean Flying Boats,V.I.Inc. same addres.

Caribbean Flying Boats,V.I.Inc,are to deliver N5548A Ser.# 75-7661 to K.C.Aircraft Sheetmetal,Inc at Long Beach Airport,Calif.to use this aircraft as a testbed for the installation of two IQ-720 engines

I enclose the certificate of aircraft registration,because K.C.Aircraft Sheetmetal,Inc,never did own the aircraft.

Sincerely yours,
K.C.Aircraft SheetmetalInc.

K.C.Vanderriet.
President.

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

36-2

36-1

ANTILLES AIR BOATS, INC.

WEST SEAPLANE RAMP • CHRISTIANSTED, ST. CROIX • U.S. VIRGIN ISLANDS • 00820 • PHONE 773-4550

28 December 1976

K.C. VanderRiet
K.C. Aircraft Sheet Metal Co.
2750 E. Wardlow Rd.
Long Beach, Calif. 90807

Dear K.C. ;

Relative to the sale of G21A, N5548A earlier this month, please be advised that we need to cancel the sale in accordance with the agreement you and I have discussed about the possibility of cancellation.

When time and funds permit we need to use this aircraft as a test bed for the installation of two IO-720 engines. This project will be engineered at Long Beach Airport at the earliest possible date.

Sincerely yours,

Charles F. Blair
President & General Manager

CFB/lt

36

ANTILLES AIR BOATS, INC.

WEST SEAPLANE RAMP • CHRISTIANSTED, ST. CROIX • U. S. VIRGIN ISLANDS • 00820 • PHONE 773-4660

July 25, 1977

FAA Aircraft Registry
P.O. Box 25082
Oklahoma City
Oklahoma 73125

Gentlemen:

This is to advise that the sale of Grumman G-21A Goose N5548A has never been consummeted for technical reasons involving delivery dates in California which could not be met. In late December of 1976, I executed a bill of sale to the K.C. Aircraft Sheet Metal Company, of 2750 E. Wardlow Street, Long Beach, California, and wish to cancel same.

Instead, the aircraft needs to be transferred to an affiliated leasing company, namely Caribbean Flying Boats - V.I. Inc. at the same address as shown above for Antilles Air Boats.

Incidentally, you will note that Antilles Air Boats principal address is as shown above instead of the Veterans Drive, St. Thomas, V.I. as in the past.

There are two leasing companys, Caribbean Flying Boats - V.I. Inc. and Caribbean Flying Boats, P.R. Inc. which is a little confusing. I would appreciate the files being checked to be sure the following aircraft are under Caribbean Flying Boats - V.I. Inc.: G-73 Mallard N7338, G-21A Goose N3284 and N8229 plus the new addition N5548A.

Caribbean Flying Boats P.R. has two Grumman G-21A aircraft, namely N3283 and N5521A.

I would appreciate a check of the filew to be sure the ownership is listed correctly. There are no liens against any of these aircraft.

Thank you.

Sincerely,

Charles F. Blair

Charles F. Blair
President

CFB/jr

July 22, 1977

FAA Aircraft Registry
P.O. Box 25082
Oklahoma City
Oklahoma 73125

Gentlemen:

This is to advise that the sale of Cessna O-2A aircraft N55820 has never been consummated for technical reasons involving delivery dates in California which could not be met. In late December of 1976, I presented a bill of sale to the K.C. Aircraft Sheet Metal Company and 2750 E. Wheeler Street, Long Beach, California, did wish to convert same.

Therefore, the aircraft needs to be transferred to an affiliated leasing company, namely Caribbean Flying Tours - V.I. Inc., at the same address as shown above for Phillips Air Sports.

Incidentally you will note that Phillips Air Sports principal address is as shown above instead of the Vegamma Drive, St. Croix, V.I. as in the past.

There are two leasing companies, Caribbean Flying Tours - V.I. Inc. and Caribbean Flying Tours, U.S. Inc. which is a little confusing. I would appreciate the files being changed to be sure the following aircraft are under Caribbean Flying Tours - V.I. Inc.: O-2A Mailing N7758, O-2A Cessna N5820 and N5820 plus the new addition N8221A.

Caribbean Flying Tours U.S. Inc has two Cessna O-2A aircraft, namely N3203 and N8221A.

I would appreciate a check of the files to be sure the ownership is listed correctly. There are no liens against any of these aircraft.

Thank you.

Sincerely,

Charles D. Blair
President

OKLAHOMA CITY, OKLA.

JUL 25 1 32 PM '77

AIRCRAFT REGISTRY

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

34-3

V 1 4 4 8 2

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

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

CONVEYANCE RECORDED

MAR 1 9 55 AM '77

FEDERAL AVIATION ADMINISTRATION

RELEASE

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

AIRCRAFT MAKE AND MODEL GRUMMAN G-21A	
FAA REGISTRATION NUMBER 5548A	AIRCRAFT SERIAL NUMBER
ENGINE MAKE AND MODEL	ENGINE SERIAL NUMBER 757661
PROPELLER MAKE	PROPELLER SERIAL NUMBER(S)
SPARE PARTS AND LOCATION	

Do Not Write In This Block
FOR FAA USE ONLY

MICROFILM CODE
2E KE

The conveyance dated Sept. 6, 1972, was executed by Antilles Airboats, Inc. to Virgin Islands National Bank and assigned to

This conveyance was recorded by the Federal Aviation Administration on October 30, 1972 and was assigned conveyance number E-90829

I hereby certify and acknowledge that the above described collateral was released from the terms of the conveyance on January 20, 1977

FIRST PENNSYLVANIA BANK, N.A.
(Formerly Virgin Islands National Bank)
(Name of Security Holder)

SIGNATURE (In Ink) Valentino I. McBean

TITLE Valentino I. McBean - 2nd Vice President

ACKNOWLEDGMENT (If Required By Applicable Local Law)

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

AC Form 8050-41 (5-68) Supersedes previous edition

C FAA AC 72-8912

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

34-2

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AERONAUTICAL CENTER
P.O. BOX 25082
OKLAHOMA CITY, OKLAHOMA 73125

DATE:

IN REPLY REFER TO: AC-250:N 5548A

SUBJECT: Notice of Recordation of Conveyance

TO: Virgin Islands Natl Bank

Zip

NAME: Antilles Airboats Inc

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

This conveyance dated 9-6-72 was recorded on 10-30-72 as conveyance number E 90829 pertaining to 5548A

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

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

There is no fee for the recording of a release.

for LESTER G. ROBINSON
Chief, Aircraft Registration Branch, AC-250

AC Form 8050-41 (5-68) Supersedes previous edition

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

34-1

JAN 20 21 12:77

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FAA AC OKC

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FEDERAL AVIATION ADMINISTRATION
AERONAUTICA L CENTER
PO BOX 25082
OKLAHOMACITYOKLAHOMA
RE: AC-250: N 5543A
PLEASE RELEASE CONVEYANCE NUMBER E90329 DATED 9-6-72 RECORDED
10-30-72 PERTAININGTO 5543 A. ON BEHALF OF VIRGIN ISLAND NATIONAL
BANK BY ANTILLES AIRBOATS INC.
PER AUTHORIZED SIGNATURE: V.I. MC BEAN

2ND VICE PRES.
FIRST PENNSYLVANIA BANK FORMERLY
VIRGIN ISLANDS NATIONAL BANK

RELEASE FOLLOWS BY AIR MAIL
PENCOVI
ST THOMAS
COL 25082 AC-250 5548A E90829 9-6-72 10-30-72 5543 2ND
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FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

FORM APPROVED: OMB No. 04-R0076

33-1

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION—FEDERAL AVIATION ADMIN

AIRCRAFT REGISTRATION APPLICATION

D 020277

CERT. ISSUE DATE

TYPE OF REGISTRATION (Check one box) ☐ 1. Individual ☐ 2. Partnership ☒ 3. Corporation ☐ 4. Co-Owner ☐ 5. Gov't.

NATIONALITY AND REGISTRATION MARKS USA N5548A

AIRCRAFT MAKE AND MODEL GRUMMAN GOOSE G21A.

AIRCRAFT SERIAL No. 75-7661

FOR FAA USE ONLY

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

K.C. AIRCRAFT, SHEET METAL, INC
2750 WARDLOW Rd.
LONG BEACH CA. 90807
K.C. VANDERRIET

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: SAME AS ABOVE. KCA 3ML

Rural Route: P. O. Box:

☐ CHECK HERE IF ADDRESS CHANGE	CITY	STATE	ZIP CODE

(No fee required for revised Certificate of Registration)

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

CERTIFICATION

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

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

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.

SIGNATURE	TITLE	DATE
[signature]	PRESIDENT.	1-24-77
SIGNATURE	TITLE	DATE
SIGNATURE	TITLE	DATE

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

AC Form 8050-1 (4-71) (0052-628-9002)

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

FORM APPROVED
OMB NO. 04-R0076

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE

DO NOT WRITE IN THIS BLOCK
FOR FAA USE ONLY

32-1

A72023

H 9 0 7 9 2

JAN 11 10 31 AM '77

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

AIRCRAFT MAKE AND MODEL
GRUMMAN G-21A

MANUFACTURER'S SERIAL NUMBER
75-7661

NATIONALITY & REGISTRATION MARKS
5548A

DOES THIS 28 DAY OF Dec 19 76 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.)

K.C. AIRCRAFT SHEET METAL
2750 WARD LOW ROAD
LONG BEACH, CALIFORNIA
90807

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

IN TESTIMONY WHEREOF HAVE SET HAND AND SEAL THIS 28 DAY OF Dec 19 76

SELLER

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN BLACK INK.) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
ANTILLES AIR BOATS, INC.	Clem E. Blair	PRESIDENT

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

ORIGINAL: TO FAA

AC FORM 8050-2 (4-71) (8052-629-0002)

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

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FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

31-7

AIRCRAFT CHATTEL MORTGAGE L 100595

This mortgage made and entered into this 12th day of August, 1975, by and between Antilles Air Boats, Inc., whose address is Water Cut, Christiansted, St. Croix, Virgin Islands, (hereinafter referred to as mortgagor) and the Administrator of the Small Business Administration, an agency of the Government of the United States of America, (hereinafter referred to as mortgagee), who maintains an office and place of business at 255 Ponce de Leon Ave., Hato Rey, Puerto Rico.

10:37 A.M.

FEDERAL AVIATION ADMINISTRATION

WITNESSETH, that for the consideration hereinafter stated, receipt ref which is hereby acknowledged, the mortgagor does hereby mortgage, sell grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described aircraft:

	MAKE	MODEL	SERIAL NUMBER	REGISTRATION NO.
1.	Grumman	G-21A	75-7661	N5548A
2.	"	"	B-141	N2003
3.	"	"	B-111	N7777V
4.	"	"	1152	N8777A
5.	"	"	B-63	N79901
6.	"	"	B-88	N79914
7.	"	"	1061	N48550
8.	"	"	B-60	N4762C
9.	"	"	1053	N328

Together with and including equipment and accessories attached thereto or used to their operations, and all improvements now or hereafter made thereon.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except those aircraft already mortgaged by the Virgin Islands National Bank properly recorded at the FAA Aircrafts Registry; that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated August 12, 1975, in the principal sum of $66,000.00, signed by Brian J. Lincoln, Vice-President-----on behalf of Antilles Air Boats, Inc., with interests thereon at the rate of five percent (5%) interest due payable in fifteen, I mean, to be paid in one hundred seventy-six (176) installments of $530.00, principal and interest due payable in fifteen (15) years beginnins five (5) months from the date of Note.

1. The mortgagor covenants and agrees as follows:

a. He will promptly pay the indebtedness evidenced by said promissory note at the manner therein provided.

b. He will pay all taxes, assessments, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore and will promptly deliver the official receipts therefor to the said mortgagee.

c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or for foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said property. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagor.

SEE RECORDED CONVEYANCE
NUMBER L 20253
FICHE #_____ PAGE #_____

Orig Rtd

31-6

d. For the better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additional aircrafts purchased after the execution of the mortgage (all in form satisfactory to the mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.

e. The rights by this conveyance shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness evidenced by said promissory note or any thereof secured hereby.

f. He will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums therefor. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagor jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.

g. He will keep all aircrafts and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgagor to keep the aircrafts of improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every payment shall be immediately due and payable and shall be secured by the lien of this mortgage.

h. He will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, he will keep and maintain the same free from the claim of all persons supplying labor or materials for services to said aircrafts herein mortgaged or to be mortgaged.

i. He will not rent or assign any part of the rent of said mortgaged property or remove it from its usual and normal places of business without the written consent of the mortgagee.

j. All awards of damages in connection with injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid aquittances thereof and to appeal from any such award.

k. The mortgagee shall have the right to inspect the mortgaged property at any reasonable time.

2. Default in any of the covenants or conditions of this instrument or of the note or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner of all the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon

31-4

[illegible]

[illegible] property described by this instrument, shall [illegible] to mortgagee in manner [illegible] by any such chattels shall be provided in a manner substantially [illegible] mortgagee, subject to the same terms and conditions.

[illegible]. This rights by this conveyance shall accrue in addition to and not [illegible] any judgment or determination of the time of [illegible] of the indebtedness [illegible] by this instrument or any obligation secured hereby.

[illegible]. He will continuously maintain insurance against damage or loss by fire and [illegible] on the mortgaged property in such form and in such companies as shall be satisfactory to the mortgagee, and will pay promptly the premiums [illegible] thereon. All insurance shall be carried in companies acceptable to mortgagee and policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagor jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all rights, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee, or the owner of the mortgaged property be quantitered for a refund.

G. He will keep all appurtenances and other improvements on said property in good repair and condition; will promptly, carefully, or replace or restore, diligently, or replace or restore, or cause to be done, all buildings or improvements now or hereafter on said property or any part thereof, in the event of failure of the mortgagor to keep the premises or improvements thereon in good repair, the mortgagee may make such repairs as in his discretion it may deem necessary for the proper preservation thereof, and the full amount of each and every payment shall be immediately due and payable and shall be secured by the lien of this mortgage.

H. He will not voluntarily create or permit to be created against the property subject-to this mortgage any lien or claim inferior or superior to the lien of this mortgage without the written consent of the mortgagee, and further, he will keep and maintain the title free from the claims of all persons supplying labor or materials for purposes to said mortgaged lands mortgaged or to be mortgaged.

I. He will not cause or permit any part of the land of said mortgaged property or remove it from his usual and normal place of business within the written consent of the mortgagee.

J. All awards of damages in connection with injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the indebtedness secured hereby and hereunder, in the manner provided herein, or in any case of the mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.

K. The mortgagee shall have the right to inspect the mortgaged property at any reasonable time.

L. Failure in any of the covenants or conditions of this instrument or of the note or of the note or loan agreement secured hereby shall terminate the mortgagee's right to [illegible], and enjoyment of the property, at the option of the mortgagee or his assigns. It is hereby agreed that the mortgagor shall have such rights [illegible] [illegible] the mortgagee shall have the right to [illegible] [illegible] for the indebtedness secured hereby, with the right to enter upon

said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

3. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured s shall immediately become due, payable and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisement (the mortgagor having waived and assigned to the mortgagee all rights of appraisement):

(I) at judicial sale pursuant to the provisions of the Laws of the United States; or

(II) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each said four weeks in a newspaper publishedoror distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal, county, or city courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or

(III) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinabove provided, the mortgagor or any person in possession under the mortgagor shall deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraph shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorney's fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisement.

6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property, the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

31-2

[illegible] or as [illegible] of any [illegible]

3. The mortgagor covenants and agrees that he shall fail to pay [illegible] any [illegible] shall default then due, he shall fail to perform any covenant or agreement of [illegible] hereunder or the promissory note secured hereby, the entire indebtedness hereby [illegible] shall immediately become due, payable and collectible without notice, at the option of [illegible] the mortgagee or holder, regardless of maturity, and the mortgagee or its attorney [illegible] before or after entry hereof, and proceed with due diligence to foreclose the mortgage [illegible] and assigned to the mortgagee all rights of appurtenances:

(I) As judicial sale pursuant to the provisions of the laws of the United States of [illegible]

(II) At the option of the mortgagee, either by auction or by application of such [illegible] and bids, for the highest and best bid complying with the terms of such bid and return and payment [illegible] specified in the published notice of sale, first giving other notice of the [illegible] time, place, and place of such sale, by advertisement not less than once during each [illegible] and four weeks in a newspaper published or in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and [illegible] purpose, or any person on behalf of said mortgagor, may bid with the mortgagee or any [illegible] authorized by said sale). Said bid shall be held as or on the property to be sold [illegible] the federal, county, or city courthouse for the county in which the property is located [illegible] the mortgagee is hereby authorized to execute and on behalf of the mortgagor and to [illegible] deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of said sale hereunder depended, and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be conclusive [illegible] and all equity or right of redemption, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or

(III) Take any other appropriate action pursuant to rules of Federal Bankruptcy Rules in courts or Federal court or otherwise for the disposition of the property.

In the event of a sale or foreclosure provided, the mortgagee or any person in possession under the mortgagee shall deliver possession to the purchaser at such sale, or be summarily dispossessed, in accordance with the provisions of law applicable. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in connection with the preceding paragraph shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorney's fees, secondly, to pay the indebtedness secured hereby, and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee shall be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisement.

6. In the event the mortgagor fails to pay any federal, state, or local tax assessment, insurance premiums or other lien, charge, fee, or other expense charged against the property, the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagee shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all liens and liens and the costs, fees, and expenses of making inspection, and examining this mortgage, then this mortgage shall be cancelled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

31-1

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

9. In compliance with the Rules and Regulations of the Small Business Administration, this instrument is to be construed and enforced in accordance with applicable Federal law.

10. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

11. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at Water Gut, Christiansted, Virgin----- Islands----------and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at

IN WITNESS WHEREOF, the mortgagor has executed this instrument as of the day and year aforesaid.

Antilles Air Boats Inc

by Brian J. Smith

Vice President

SEAL

Executed and delivered in the presence of the following witnesses:

Alexander M. Clark
WITNESS

WITNESS

On this _____ day of _____, 19____ before me personally appeared the above mentioned mortgagor and executed the foregoing Chattel Mortgage and acknowledged that he executed the same as his free act and deed and swore that he was duly authorized to execute the same on behalf of Antilles Airboats, Inc.

I, Antonio J. Negroni, Attorney Advisor for the Small Business Administration hereby certify that this is a true and complete copy of the original mortgage signed by Brian J. Lincoln, Vice-President on behalf of Antilles Air Boats, Inc., on this 13th day of August, 1975.

ANTONIO J. NEGRONI
Attorney Advisor

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[illegible]

10. In consideration of the Notes and [illegible] the Trust Agreement, [illegible] hereunder to be observed and performed in accordance with applicable [illegible]

11. A judicial decree, order, or judgment holding any provision or provisions of this mortgage invalid or unenforceable shall not in any way impair or invalidate the enforcement of the remaining provisions or portions of this instrument.

12. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at Lake Ok. [illegible] and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at [illegible]

IN WITNESS WHEREOF, the mortgagor has executed this instrument as of the day and year aforesaid.

Matilda Ann Bartels

By Alan O. Bartels

Vice President

SEAL

Signed and delivered in the presence of the following witnesses:

Alfonzo M. Black

WITNESS

[illegible]

WITNESS

On this _____ day of _____ 19__ before me personally appeared the above mentioned mortgagor and executed the foregoing Chattel Mortgage and acknowledged that he executed the same as his free act and deed and stated that he was duly authorized to execute the same on behalf of Antilles Airboats, Inc.

I, Antonio J. Negroni, Attorney Advisor for the Small Business Administration hereby certify that this is a true and complete copy of the original mortgage signed by Brian J. Lincoln, Vice-President on behalf of Antilles Air Boats, Inc., on this 13th day of August, 1975.

ANTONIO J. NEGRONI
Attorney Advisor

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

30-1

AIRCRAFT CHATTEL MORTGAGE

This mortgage, made this 6th day of September, 19 72 by and between ANTILLES AIRBOATS INC.

E 90829

whose address is *(Number, street, city, zone, and State)* SEAPLANE RAMP, VETERANS DRIVE, ST. THOMAS, U.S.V.I. 00801 hereinafter called the MORTGAGOR, and

CONVEYANCE RECORDED

VIRGIN ISLANDS NATIONAL BANK

OCT 30 11 48 AM '72

whose address is *(Number, street, city, zone, and State)* VETERANS DRIVE, ST. THOMAS, U.S.V.I. 00801

FEDERAL AVIATION ADMINISTRATION

hereinafter called the MORTGAGEE,

WITNESSETH: That the said mortgagor, being justly indebted unto the said mortgagee in the sum of FOUR HUNDRED THOUSAND dollars ($ 400,000.00) as evidenced by a promissory note referred to herein, grants, bargains, sells, and mortgages to the said mortgagee, his heirs, administrators, successors, and assigns, the following described aircraft:

Aircraft make and model GRUMMAN G-21A FAA registration number 5549 A

Manufacturer's serial number 757661

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

SPARE PARTS & EQUIPMENT USED IN THE OPERATION OF THE ABOVE.

SEE RECORDED CONVEYANCE NUMBER V 14482

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

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

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

Note bearing date of September 6, 19 72 executed by the mortgagor and payable to the order of VIRGIN ISLANDS NATIONAL BANK in the aggregate principal sum of $ 400,000.00 with interest thereon at the rate of 2 Points Over PENCO Prime per centum per annum, from date, payable in installments as follows:

The principal and interest of said note is payable in 59 installments of $ 6,700.00 Plus Interest each on the 15th day of each successive month beginning with the 15th day of October 19 72

The last payment of $ 4,700.00 Plus Interest is due on the 15th day of September 19 77.

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

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

NONE

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

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

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

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

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

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

Name of mortgagor ANTILLES AIRBOATS INC.

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

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

SEAL

ACKNOWLEDGMENT BY MORTGAGOR

State of ST. THOMAS & ST. CROIX

County of VIRGIN ISLANDS

(SEAL)

On this 6th day of July, 1972, before me personally appeared the above-named mortgagor, to me known to be the person described in and who executed the foregoing chattel mortgage, and acknowledged that he executed the same as his free act and deed, and, if said chattel mortgage be that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

My commission expires July 30, 1972

Ella H Warren
(Signature of notary public *(in ink)*)

ASSIGNMENT BY MORTGAGEE

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

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

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

Dated this _____ day of _____, 19____.

Name of mortgagee (assignor) _____

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

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

ACKNOWLEDGMENT BY MORTGAGEE (ASSIGNOR)

State of ST. THOMAS & ST. CROIX

County of VIRGIN ISLANDS

(SEAL)

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

My commission expires _____

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

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

29-1

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
CROSS-REFERENCE—RECORDATION

N-

This form is to be used in all cases where a conveyance covers more than one aircraft, or engine, propeller, or location. File original of this form with the recorded conveyance. File a copy of this form in each aircraft folder involved, checking the registration number of the aircraft folder in which the copy is filed.

TYPE OF CONVEYANCE: Chattel Mortgage & Security Agreement	DATE EXECUTED: 11-26-69
FROM: Antilles Air Boats Inc	DOCUMENT NO.: Lo 49842
TO OR ASSIGNED TO: Barclays Bank DCO	DATE RECORDED: 12-9-69

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

AIRCRAFT (List by registration number) — TOTAL NUMBER INVOLVED 11

2003
7777V
328
8777A
5548A
4762C
79901
79914
48550
5588V
5584V

ENGINES — TOTAL NUMBER INVOLVED 4

MAKE(S) 2 Pratt & Whitney S/N 461382 & CP 321934
2 Pratt & Whitney R-2600-29A S/N - 194215 & 433543

AC Form 8050-41 FILED WITH	ENGINE MAKE	SERIAL NO.

PROPELLERS — TOTAL NUMBER INVOLVED

MAKE(S)

AC Form 8050-41 FILED WITH	PROPELLER MAKE	SERIAL NO.

SPARE PARTS – LOCATIONS — TOTAL NUMBER INVOLVED

AC Form 8050-41 FILED WITH	LOCATION

FOR RECORDED CONVEYANCE SEE (Check one)
☒ AIRCRAFT FOLDER N- 2003 ☐ ENGINE MAKE AND SERIAL NO. LISTED ABOVE
☐ LOCATION LISTED ABOVE ☐ PROPELLER MAKE AND SERIAL NO. LISTED ABOVE

ABOVE CONVEYANCE RELEASE NUMBER

AC Form 8050-23 (3-69) Formerly AC Form 2055 (0052-543-1000)

N 86275
FFR 9-14-72

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

29

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

28-1

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 of the Administrator issued thereunder. In addition to these requirements, the form of release used by the mortgagee or assignee should be drafted in accordance with the pertinent provisions of the local statutes. If this release form meets the local statutes, you may use this copy. Copies of this form may be reproduced, if desired.

RELEASE

The undersigned is the true and lawful holder of the note or other evidence of indebtedness secured by a mortgage on the following described aircraft:

DEC 9 12 41 PM '69
FEDERAL AVIATION ADMINISTRATION
CONVEYANCE RECORDED
F 0 4 6 8 3 5

AIRCRAFT MAKE	
Grumman G-21A	
AIRCRAFT SERIAL NUMBER	FAA REGISTRATION NUMBER
75-7661	N-5548A

The mortgage dated June 23, 1965, was executed by Antilles Air Boats, Inc., (Mortgagor), to The Commercial Bank & Trust Company of Ocala, (Mortgagee), and assigned to _____.

This mortgage was recorded by the Federal Aviation Agency on Sept. 3, 1965 - 3:38 PM, and was assigned document number N13333.

I hereby certify and acknowledge that the above-described aircraft was released from the terms of the mortgage on April 4, 1966.

The signature of a person signing for a corporation other than the president, vice president, secretary, or treasurer, will not be accepted unless there is submitted a certified copy of the authority granted him by the Board of Directors of the corporation to act in that capacity.

THE COMMERCIAL BANK & TRUST COMPANY OF OCALA
Name of Mortgagee or Assignee

Signature (In ink) Robert L. Matthews Jr.

Title VICE PRESIDENT

ACKNOWLEDGMENT

State of Florida
County of Marion

on this 4th day of April 1966 before me personally appeared the above-named Mortgagee or Assignee, to me known to be the person described in and who executed the foregoing release, and acknowledged that he executed the same as his free act and deed, and if said release be that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

(SEAL) SEAL

Mary T. Rowland
Notary public (In ink)

My commission expires Feb. 24, 1969

FAA Form 506, Part 2 (3-63) OBSOLETE PREVIOUS EDITION (8050)

28

FEDERAL AVIATION AGENCY
5300 SOUTH PORTLAND AVENUE
Oklahoma City, Oklahoma 73119

IN REPLY REFER TO: AC-353

COMMERCIAL BANK & TRUST CO. OF OCALA
BOX 310
OCALA, FLA

MORTGAGOR: ANTILLES AIR BOATS, INC.

We have received the aircraft chattel mortgage which was submitted for recording by the Federal Aviation Agency.

This mortgage dated JUNE 23, 1965 was recorded on SEPT 3, 1965 as document number N13337, against aircraft registration number(s) 5548A

The above mentioned document number should be included in the release to be executed when the mortgage is paid or satisfied. An appropriate form of release is printed on the reverse side of this letter.

The release should be signed in ink by the mortagee or the assignee; if a corporation, signed by the president, vice president, secretary or treasurer, and acknowledged before a notary public, and submitted to this office for recording.

There is no fee for the recording of a release.

Sincerely yours,

Lester G. Robinson

Lester G. Robinson
Chief, Aircraft Registration Branch
Flight Standards Service

FAA Form 506, Part 1 (3-63) OBSOLETE PREVIOUS EDITION (8050)

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

D AUG 18 1965

N 13337

27-11

SEE RECORDED CONVEYANCE NUMBER 404835

DOC. RECORDED

SEP 3 3 35 PM '65

FEDERAL AVIATION

CHATTEL MORTGAGE OF AIRCRAFT

THIS MORTGAGE, Made this 23 day of June, 1965, by ANTILLES AIR BOATS, INC. of CHRISTIANSTED ST. CROIX, VIRGIN ISLANDS, UNITED STATES TERRITORY by occupation AIRLINE hereinafter designated as MORTGAGOR to THE COMMERCIAL BANK AND TRUST COMPANY OF OCALA, Ocala, County of Marion, State of Florida, by occupation, BANKING, hereinafter designated as MORTGAGEE.

WITNESSETH: Mortgagor hereby mortgages to said Mortgagee certain aircraft described as follows: GRUMMAN G-21A, FAA No. N-5548A, Serial No. 75-7661 Now and to be permanently located at ST. CROIX, U.S. VIRGIN ISLANDS together with all equipment, parts, appliances, appurtenances, and replacements thereof, now or hereafter to be placed thereon, which shall become a component part of said aircraft, as security for the payment by Mortgagor to Mortgagee of a promissory note of even date herewith in the sum of $30,000.00 to be paid in monthly installments of $1,000.00 each plus interest at the rate of 6% commencing one month after date.

All extensions and renewals of said note, or any part thereof, advances thereunder, and all costs of litigation, collection, (including attorney's fee or other costs expended or incurred in connection with the discovering, locating or taking possession of said aircraft) and any and all costs of returning said aircraft to the site referred to above, (including costs of repairing, rehabilitation or storing said aircraft) together with interest at eight per cent (8%) on any delinquent installment on said note, are all likewise secured hereby.

The terms and conditions of the Chattel Mortgage are as follows:

(1) The Mortgagor does hereby warrant that he is the sold owner of the aircraft described herein and that there are no liens or encumbrances or adverse claims of any kind whatever thereon or on any part thereof.

(2) Mortgagor agrees that he will neither use, nor permit said aircraft to be used, for any unlawful purpose; that he will register, use, operate, and control the same in accordance with all statutes, laws, ordinances, and regulations relating to the registration, use, operation, and control of said property.

(3) The Mortgagor will not, nor will he attempt to, assign, pledge, mortgage, hypothecate, or otherwise dispose of said aircraft, or any part thereof, during the terms of said note and mortgage, nor will he remove said aircraft,

A.A.B.I. AUG 10 2 3 PM C.E. 400 RC. T AUG 26 6 2 40 PM 100 RCI

AUG 18 11 07 AM '65

80 AUG 10 1965

30 AUG 26 1965

ORIGINAL RECORDED

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

CHATTEL MORTGAGE OF AIRCRAFT

THIS INDENTURE, made this 27 day of June, 1965, by [illegible], hereinafter called MORTGAGOR, of [illegible], VIRGIN ISLANDS, UNITED STATES [illegible] corporation AMERICAN hereinafter designated as MORTGAGEE, to THE [illegible] AND TRUST COMPANY OF OCALA, Ocala, County of Marion, State of Florida, by [illegible], MARTINE, hereinafter designated as TRUSTEE.

WITNESSETH: Mortgagor hereby mortgages to said Mortgagee certain aircraft described as follows: CESSNA C-210A, FAA No. N-5343A, Serial No. 21-7561 now and to be currently located at ST. CROIX - V.I. SUPERSTITION TRANSPORTS

together with all equipment, parts, appliances, appurtenances, and replacements thereof, now or hereafter to be placed thereon, which shall become a component part of said aircraft, as security for the payment by Mortgagor to Mortgagee of a promissory note of even date herewith in the sum of $90,000.00 to be paid in monthly installments of $1,000.00 each plus interest at the rate of 6% commencing one month after date.

All expenditures and remarks of said note, or any part thereof, advances thereunder, and all costs of litigation, collection, (including attorney's fee or other costs expended or incurred in connection with the discovering, locating or taking possession of said aircraft) and any and all costs of returning said aircraft to the site indicated above, (including costs of repairing, rehabilitation or storing said aircraft) together with interest at eight per cent (8%) on any delinquent installment or sum, are all hereby secured hereby.

The terms and conditions of the Chattel Mortgage are as follows:

(1) The Mortgagor does hereby warrant that he is the sole owner of the aircraft described herein and that there are no liens or encumbrances or adverse claims of any kind whatsoever thereon or on any part thereof.

(2) Mortgagor agrees that he will neither use, nor permit said aircraft to be used, for any unlawful purpose; that he will register, use, operate, and control the same in accordance with all statutes, laws, ordinances, and municipal rules relating to the registration, use, operation, and control of said property.

(3) The Mortgagor will not, nor will he attempt to, assign, pledge, hypothecate, or otherwise dispose of said aircraft, or any part thereof, during the term of this Mortgage, without the written consent of the Mortgagee, which will be issued said aircraft.

FEDERAL AVIATION AGENCY--AIRCRAFT REGISTRATION BRANCH
AUG 26 9 08 AM '65

AUG 10 11 01 AM '65

30 AUG 26 1965

or permit the same to be removed, from the county where said aircraft is permanently located, as set forth herein, for any period of time in excess of ten (10) days, without the written consent of the Mortgagee first had and obtained.

(4) Mortgagor agrees to exhibit said aircraft to Mortgagee upon demand and to keep the said aircraft in as good condition and repair as it now is, ordinary wear and tear excepted, and to house the same in suitable shelter, and to pay promptly all taxes levied or assessed thereon and all liens which may attach thereto. When the service of any notice upon the Mortgagor is necessary or convenient, the same may be had by deposit in the United States mail, postage prepaid, directed to Mortgagor at his address set forth herein.

(5) Mortgagor agrees to take out, pay for, and keep in full force and effect a policy or policies of insurance, in form satisfactory to Mortgagee and issued by an insurance carrier approved by Mortgagee (covering both Mortgagee and Mortgagor) for the hazards of fire, theft and total or partial destruction, and such additional hazards as may be mutually agreed upon by Mortgagor and Mortgagee, and the loss under every such policy shall be paid first to the Mortgagee or its assigns up to the amount of the obligation secured, and the balance, if any, to the Mortgagor; said policy to be in the possession of the Mortgagee until satisfaction of all obligations secured by this mortgage. In the event that Mortgagor should for any reason fail to take out said insurance above referred to, or pay for the same, the Mortgagee may, at the cost and expense of the Mortgagor, take out and pay for such insurance, and any sums advanced therefor shall be added to the principal of said promissory note and secured by this Chattel Mortgage as set forth in paragraph (6) following. Any sums received upon cancellation of any policy may be applied by Mortgagee upon the then remaining balance of any obligation secured hereby.

(6) Should Mortgagee make any advance or advances or spend any money for the protection or preservation of its security, or should there accrue or be due any collection costs or other obligations arising from this contract, such advance, or advances, together with such obligation costs or other obligations arising under the contract and unpaid shall be added to the unpaid principal of said promissory note and shall be secured by said mortgage, and such advance or advances and collection costs shall all become immediately due and payable with interest at the hereinabove mentioned rate per annum, payable monthly, and the Mortgagee shall have the right upon the receipt of any installment or payment due under the terms of said note and mortgage to apply same, first in satisfaction

or possible place to be removed, from the county where said aircraft is
customarily located, as set forth herein, for any period of time in excess of
(10) days, without the written consent of the Mortgagee first had and obtained.

(4) Mortgagor agrees to exhibit said aircraft to Mortgagee upon demand
and to keep the said aircraft in as good condition and repair as it now is,
ordinary wear and tear excepted, and to house the same in suitable shelter; and
to pay promptly all taxes levied or assessed thereon and all liens which may
attach thereto. Upon the service of any notice upon the Mortgagor is necessary
or convenient, the same may be had by depositing in the United States mail, postage
prepaid, addressed to Mortgagor at his aforesaid address set forth herein.

(5) Mortgagor agrees to take out, pay for and keep in full force and
effect a policy or policies of insurance, in form satisfactory to Mortgagee and
issued by an insurance carrier approved by Mortgagee (covering both Mortgagee and
Mortgagor) for the hazards of fire, theft and total or partial destruction, and
such additional hazards as may be mutually agreed upon by Mortgagor and Mortgagee,
and the loss under every such policy shall be paid first to the Mortgagee or its
assigns up to the amount of the obligation secured, and the balance, if any, to
the Mortgagor; said policy to be in the possession of the Mortgagee until satis-
faction of all obligations secured by this mortgage. In the event that Mortgagor
should for any reason fail to take out said insurance above referred to, or pay
for the same, the Mortgagee may, at the cost and expense of the Mortgagor, take
out and pay for such insurance, and any sums advanced therefor shall be added to
the principal of said promissory note and secured by this Chattel Mortgage as set
forth in paragraph (6) following. Any sums received upon cancellation of any
policy may be applied by Mortgagee upon the then remaining balance of any obligo-
tion secured hereby.

(6) Should Mortgagee make any advance or advances or spend any money for
the protection or preservation of its security, or should there accrue or be due
any collection costs or other obligations relating thereto, such advance,
or advances, together with such collection costs or other obligations relating
under the contract and note shall be added to the unpaid principal of said
promissory note and shall be secured by this mortgage, and such advance or
advances and collection costs shall all become immediately due and payable with
interest thereon at the rate of ten percent (10%) per annum, payable monthly, and the
Mortgagee may proceed to enforce the rights upon the receipt of any installment or payment due
under said note or note to apply money thereto to satisfaction

of any collection costs or other moneys advanced by Mortgagee hereunder; second to the satisfaction of any unpaid interest, and third, the balance of said installment or installments in payment of principal, and should there be a deficiency in the amount of any installment or payment after the payment of said costs as in this agreement provided, such deficiency shall be payable forthwith, and the failure on the part of the Mortgagor to pay or satisfy same shall accelerate for immediate payment the entire unpaid balance of the said obligation, including all advances made, collection costs, and interest accrued, and Mortgagee may exercise such rights as are reserved to Mortgagee under the terms of this mortgage.

(7) Should Mortgagor fail to make payment as provided in said promissory note, or if any breach be made on any obligation or promise of the Mortgagor herein contained or secured, or if Mortgagor shall abandon said aircraft, or regardless of any other default, if said aircraft be attached or bankruptcy proceedings be instituted by or against Mortgagor, then the whole principal sum unpaid upon said promissory note, with interest accrued thereon, and all other sums of money due or unpaid at the time of default, and interest thereon or advanced under the terms of this mortgage, or secured hereby, and the interest thereon, shall immediately become due and payable at the option of the Mortgagee, without notice to the Mortgagor, and it may at once proceed to forecose this moregage, and it may at once proceed to foreclose this mortgage according to law, or it may, at its option, and it is hereby empowered to do so, enter upon the premises where the said mortgaged property may be and take possession thereof; and remove and sell and dispose of the same at public or private sale without any previous demand of performance or notice to the Mortgagor of any such sale whatsoever, notice of sale and demand of performance and every other notice or demand whatsoever being hereby expressly waived by Mortgagor and from the proceeds of sale retain all costs and charges incurred by it in the taking of sale, including reasonable attorney's fees incurred; also all sums due on said promissory note under any provisions thereof, or advanced under the terms of this mortgage, and interest thereon, ordue or owing to the said Mortgagee under any provisions of this mortgage, or secured hereby, with interest thereon and any surplus of such proceeds remaining shall be paid to the Mortgagor, or whomever may be lawfully entitled to receive the same; if there be a deficit, Mortgagor agrees to pay immediately the same to Mortgagee.

Mortgagee, or its agent, may bid and purchase at any sale made under this

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of any collection costs or public agency authorized by Mortgagee hereunder, prepaid to the public taxes of any unpaid interest, and shall, the balance of said insurance or installments in payment of principal and should there be a deficiency in the amount of any installment or payment after the payment of said costs as in this agreement provided, such deficiency shall be payable forthwith and the failure on the part of the Mortgagor to pay of earlier date shall accelerate for immediate payment the entire unpaid balance of the said obligation, including all advances made, collection costs, and interest thereon, and Mortgagee may exercise such rights as are reserved to Mortgagee under the terms of this mortgage.

(7) Should Mortgagor fail to make payment as provided in said promissory note, or if any breach be made on any obligation or promise of the Mortgagor herein contained or secured, or if Mortgagor shall abandon said aircraft, or remove or dispose of any other property, if said aircraft be attached or bankruptcy proceedings be instituted by or against Mortgagor, then the whole principal sum unpaid upon said promissory note, with interest accrued thereon, and all other sum of money due or unpaid at the time of default, and interest thereon or advanced under the terms of this mortgage, or secured hereby, and the interest thereon, shall immediately become due and payable at the option of the Mortgagee without notice to the Mortgagor, and it may at once proceed to foreclose this mortgage, and it may at once proceed to foreclose this mortgage according to law, or it may, at its option, and it is hereby empowered to do so, enter upon the premises where the said mortgaged property may be and take possession thereof; and remove and sell and dispose of the same at public or private sale without any previous demand or performance or notice to the Mortgagor of any such sale whatsoever, notice of sale and demand of performance and every other notice or demand whatsoever being hereby expressly waived by Mortgagor and from the proceeds of sale retain all costs and charges incurred by it in the taking of sale, including reasonable attorney's fees thereof, also all sums due on said promissory note under any provisions thereof, or advanced under the terms of this mortgage, and interest thereon, costs or owing to the said Mortgagee under any provisions of this mortgage, or secured hereby, with interest thereon and any surplus of such proceeds remaining shall be paid to the Mortgagor, or whomever may be lawfully entitled to receive the same, if there is a default, Mortgagee agrees to pay immediately [illegible] any sale made under this

mortgage or herein authorized, or at any sale made upon foreclosure of this mortgage.

(8) Mortgagor further agrees that if from any cause there shall be a substantial decrease in the value of said mortgaged property, the said Mortgagee shall have the option of demanding of said Mortgagor further security in order to offset the said decrease in value, and upon the failure of said Mortgagor to give said additional security, Mortgagee may proceed in the same manner as herein provided in case of any other default.

(9) This agreement shall bind and inure to the benefit of the parties hereto and their executors, administrators, heirs and assigns, and the word "Mortgagor" as used herein, includes masculine, feminine and neuter, singular and plural.

It is further specifically agreed that the taking of any action by the Mortgagee shall not be deemed to be in the election of that action, but rather the rights and privileges and options granted to the Mortgagee under the terms of this mortgage shall be deemed cumulative, and the one with the other, and not alternative.

Mortgagor declares that he has read this Chattel Mortgage and understands the effect and purport of the same.

Time is declared to be the essence of said note and the mortgage with respect to the performance of the covenants and obligations set forth herein and it is further specifically agreed that no waiver by the Mortgagee of any breach or default of or by the Mortgagor, whether under the terms of the aforesaid note, or by this mortgage, shall be deemed a waiver of any breach or default thereafter occurring.

Signed, sealed, and delivered
in the presence of

Claire Stern

Virginia B. McLaughlin

ANTILLES AIR BOATS, INC.

(SEAL)
PRESIDENT

(SEAL)
SECRETARY

SEAL

27-4

mortgage or bonds, instrument, or of any note made upon portion or all thereof.

(3) Mortgagor further agrees that if from any cause there shall be a material decrease in the value of said mortgaged property, the said mortgagee shall have the option of causing said mortgagor further security in order to offset the said decrease in value, notwithstanding the failure of said mortgagor to give said additional security, mortgage may proceed in the same manner as herein provided in case of any other default.

(4) This agreement shall bind and inure to the benefit of the parties hereto and their successors, administrators, heirs and assigns, and the word "Mortgagor" as used herein, includes masculine, feminine and neuter, singular and plural.

It is further specifically agreed that the taking of any action by the Mortgagee shall not be deemed to be in the election of that action, but rather the rights and privileges and options granted to the Mortgagee under the terms of this mortgage shall be deemed cumulative, and the one with the other, and not alternative.

Mortgagor declares that he has read this Chattel Mortgage and understands the effect and purport of the same.

This is declared to be the essence of said note and the mortgage with respect to the performance of the covenants and obligations set forth herein and it is further specifically agreed that no waiver by the Mortgagee of any breach or default of or by the Mortgagor, whether under the terms of the aforesaid note, or by this mortgage, shall be deemed a waiver of any breach or default thereafter occurring.

Signed, sealed, and delivered
in the presence of:

AMERILIFE AIR POWER, INC.

PRESIDENT

SECRETARY

27-3

STATE OF FLORIDA

COUNTY OF MARION

I HEREBY CERTIFY That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, CHARLES BLAIR AND THOMPSON SHEA respectively PRESIDENT and SECRETARY OF ANTILLES AIR BOATS, INC. a corporation, to me well known and known to be the persons described in and who executed the foregoing Chattel Mortgage and duly acknowledged before me that they executed the same for the purposes therein expressed as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Ocala, said County and State, this 22nd day of JUNE, 1965.

June B. Bentley
Notary Public, State of Florida at large

My commission expieres:

Notary Public, State of Florida at Large
My Commission Expires July 13, 1966
Bonded by American Surety Co. of N. Y.

SEAL

27-2

State of Illinois

COUNTY OF MARION

BE IT HEREBY CERTIFY That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments,

GERALD - HAYS AND THOMPSON GREN

respectively PRESIDENT and SECRETARY

OF AUTHENTIC AIR-BOATS, INC.

a corporation, to me well known and known to be the persons described in and who executed the foregoing Chattel Mortgage and duly acknowledged before me that they executed the same for the purposes therein expressed on the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed said at Salem, said County and State, this 2 day of June, 1985.

Notary Public, State of Illinois

My commission expires:

Notary Public, State of Illinois at Large
My Commission Expires July 15, 1986
Bonded by American Surety Co. of N.Y.

SEAL

27-1

CERTIFICATE

STATE OF FLORIDA
COUNTY OF MARION

I, the undersigned authority, hereby certify that the attached is a certified true copy of the original Chattel Mortgage of Aircraft, including dates, signatures, and acknowledgments, said original being dated June 23, 1965, and executed by Antilles Air Boats, Inc. in favor of The Commercial Bank and Trust Company of Ocala, Ocala, Florida.

Witness my hand and official seal this 23rd day of August, 1965.

Frances Tompkins

SEAL

Notary Public, State of Florida at Large
My Commission Expires Aug. 14, 1967
Bonded By American Surety Co. of N. Y.

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

27

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

FORM AA 530 (PART B) (8-59) 963

Form Approved
Budget Bureau No. 04-R076

25 SEP 0

FEDERAL AVIATION AGENCY

26-1

APPLICATION FOR REGISTRATION

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

ANTILLES AIR BOATS, INC.
CHRISTIANSTED, ST. CROIX
U. S. VIRGIN ISLANDS 00850

SEAPLANE HARBOR VETERANS DR

REGISTRATION MARKS: N 5548A

AIRCRAFT MAKE AND MODEL: GRUMMAN G-21A

SERIAL NO. 1035-7661 G57681

CHECK WHETHER OWNERSHIP IS

☒ CORPORATION ☐ PARTNERSHIP ☐ CO-OWNERSHIP ☐ INDIVIDUAL OWNER

I HEREBY CERTIFY that the above described aircraft is not registered under the laws of any foreign country; that all persons whose names appear hereon as applicants are citizens of the United States as defined in Section 101(13) of the Federal Aviation Act of 1958; that the applicants are the legal owners of the aircraft, or the purchasers under a contract of conditional sale submitted as evidence of ownership for the purpose of registration; and that both copies of Part A and a copy of Part B of Form FAA 500 and legal evidence of ownership were forwarded to the Federal Aviation Agency, Oklahoma City, Oklahoma.

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

8-4-65
DATE OF APPLICATION

TITLE Secretary-Treasurer

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

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

1A

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

26

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

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

FEDERAL AVIATION AGENCY

AUG 18 1965

BILL OF SALE

N 1 3 3 3 6

25-1

For and in consideration of $10.00 & OTG the undersigned owner of the full legal and beneficial title of the aircraft described as follows:

AIRCRAFT MAKE AND MODEL	
Grumman G-21	
SERIAL NO.	REGISTRATION MARKS
757661	N 5548A

DOC. RECORDED

SEP 3 3 38 PM '65

FEDERAL AVIATION AGENCY

does this 23 day of June 19 65 hereby sell, grant, transfer, and deliver all of his right, title, and interest in and to such aircraft unto:

(Name and address of purchaser—must agree with Parts A and B of this form)

Antilles Air Boats, Inc
Christiansted, St. Croix
U.S. Virgin Islands

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

TYPE OF ENCUMBRANCE	AMOUNT	DATE
Chattel Mortgage	$ 30,000.00	June 23 1965

IN FAVOR OF

Commercial Bank and Trust, Ocala, Florida

In testimony whereof I have set my hand and seal this 23rd day of June 19 1965

NAME OF SELLER Southeast Airlines, Inc

BY (SIGN IN INK) Irving L. Jones Jr

(If executed for co-ownership, all must sign)

TITLE President

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

1736

ACKNOWLEDGMENT

State of Florida
County of Dade

On this 23 day of June 1965 before me personally appeared the above named seller, to me known to be the person described in and who executed the foregoing bill of sale, and acknowledged that he executed the same as his free act and deed, and, if said bill of sale be that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

(SEAL)

Notary Public, State of Florida at Large
My Commission Expires Feb. 14, 1966
Bonded by American Surety Co. of N. Y.

Lee Weisfeld
NOTARY PUBLIC

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

80 AUG 10 1965

Rec'd & A.R.E. Aug 26 CK # 2348 $10.00 8000400 B

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

25

FEDERAL AVIATION
AGENCY-AIR RAFT
REGISTRATION

AUG 10 11 01 AM '65

OKLAHOMA CITY, OKLA

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

24-28

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 of the Administrator issued thereunder. In addition to these requirements, the form of release used by the mortgagee or assignee should be drafted in accordance with the pertinent provisions of the local statutes. If this release form meets the local statutes, you may use this copy. Copies of this form may be reproduced, if desired.

AUG 18 11 31 AM '65 FEDERAL AVIATION AGENCY

D/C RECORDED

170 97

RELEASE

The undersigned is the true and lawful holder of the note or other evidence of indebtedness secured by a mortgage on the following described aircraft:

AIRCRAFT MAKE	
GRUMMAN G-21	
AIRCRAFT SERIAL NUMBER	FAA REGISTRATION NUMBER
757661	N5548A

The mortgages dated May 22, 1964 and June 15, 1964, ~~was~~ were executed

by SOUTHEAST AIRLINES, INC., (Mortgagor),

to The Commercial Bank & Trust Company of Ocala, (Mortgagee),

and assigned to _____.

These ~~This~~ mortgages ~~was~~ were recorded by the Federal Aviation Agency on July 30, 1964 and August 13, 1964.

and was assigned document numbers L10007 and A228377

I hereby certify and acknowledge that the above-described aircraft was released from the terms of the mortgage on August 4, 1965.

The signature of a person signing for a corporation other than the president, vice president, secretary, or treasurer, will not be accepted unless there is submitted a certified copy of the authority granted him by the Board of Directors of the corporation to act in that capacity.

THE COMMERCIAL BANK & TRUST COMPANY OF OCALA
Name of Mortgagee or Assignee

Signature (In ink) Robert D. Matthews Jr.

Title VICE PRESIDENT

SEAL

ACKNOWLEDGMENT

State of Florida

County of Marion

on this 4 day of Aug. 1965 before me personally appeared the above-named Mortgagee or Assignee, to me known to be the person described in and who executed the foregoing release, and acknowledged that he executed the same as his free act and deed, and if said release be that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

(SEAL)

Mary T. Rowland
Notary public (In ink)

Notary Public, State of Florida at Large
My Commission Expires Feb. 24, 1969
Bonded by Transamerica Insurance Co.

My commission expires 80 AUG 10 1965

SEAL

FAA Form 506, Part 2 (3-63) OBSOLETE PREVIOUS EDITION (8050)

24

FEDERAL AVIATION AGENCY
5300 SOUTH PORTLAND AVENUE
Oklahoma City, Oklahoma 73119

IN REPLY REFER TO: 55-972

MORTGAGOR:

We have received the aircraft chattel mortgage which was submitted for recording by the Federal Aviation Agency.

This mortgage dated was recorded on
as document number , against aircraft registration number(s)

The above-mentioned document number should be included in the release to be executed when the mortgage is paid or satisfied. An appropriate form of release is printed on the reverse side of this letter.

The release should be signed in ink by the mortagee or the assignee; if a corporation, signed by the president, vice president, secretary or treasurer, and acknowledged before a notary public, and submitted to this office for recording.

There is no fee for the recording of a release.

Sincerely yours,

Lester G. Robinson

Lester G. Robinson
Aircraft Registration Branch
Flight Standards Service

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

814 933

23-11

FEDERAL AVIATION AGENCY
CROSS-REFERENCE - RECORDATION

(Space for release stamp)

AIRCRAFT N- 5548A

SEE RECORDED DOCUMENT NO. 116097

This form is to be used in all cases where a conveyance covers more than one aircraft, or aircraft engines and propellers, and/or locations. File original of this form with the recorded conveyance. File a copy of this form in each aircraft folder involved, checking the registration number of the aircraft folder in which the copy is filed.

TYPE OF CONVEYANCE: Chattel Mtg	DATE EXECUTED: 6-15-64
FROM: Southwest Airlines Inc	DOCUMENT NO.: A228377
TO OR ASSIGNED TO: Commercial Bank & Trust Co, Trustee	DATE RECORDED: 8-13-64

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

AIRCRAFT (*List by registration number*) — TOTAL NUMBER INVOLVED: 2

N- 5548A
N- 703A

ENGINES — TOTAL NUMBER INVOLVED

MAKE(S)

FORM FAA-1991 FILED WITH	ENGINE MAKE	SERIAL NO.

PROPELLERS — TOTAL NUMBER INVOLVED

MAKE(S)

FORM FAA-1991 FILED WITH	PROPELLER MAKE	SERIAL NO.

SPARE PARTS - LOCATIONS — TOTAL NUMBER INVOLVED:

FORM FAA-1991 FILED WITH	LOCATION

FOR RECORDED DOCUMENT SEE (*Check one*)

☒ AIRCRAFT FOLDER N- 5548A ☐ ENGINE MAKE AND SERIAL NO. LISTED ABOVE

☐ LOCATION LISTED ABOVE ☐ PROPELLER MAKE AND SERIAL NO. LISTED ABOVE

Form FAA-171 (8-59)

GPO 880382

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

23-10

FEDERAL AVIATION ADMINISTRATION

CROSS-REFERENCE - RECORDATION

This form is to be used in all cases where a conveyance covers more than one aircraft, or aircraft engines and propellers, and/or locations. File original of this form with the recorded conveyance. File a copy of this form in each aircraft folder involved, showing the registration number of the aircraft to which the copy is filed.

TYPE OF CONVEYANCE	DATE EXECUTED
FROM	DOCUMENT NO.
TO OR ASSIGNED TO	DATE RECORDED

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

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

N-33AGA
N-7023A

ENGINES | TOTAL NUMBER INVOLVED

MAKE(S)

FORM FAA-1991 FILED WITH	ENGINE MAKE	SERIAL NO.

PROPELLERS | TOTAL NUMBER INVOLVED

MAKE(S)

FORM FAA-1991 FILED WITH	PROPELLER MAKE	SERIAL NO.

SPARE PARTS – LOCATIONS | TOTAL NUMBER INVOLVED:

FORM FAA-1991 FILED WITH	LOCATION

FOR RECORDED DOCUMENT SEE (Check one)

☐ AIRCRAFT FOLDER N- 33AGA
☐ ENGINE MAKE AND SERIAL NO. LISTED ABOVE
☐ LOCATION LISTED ABOVE
☐ PROPELLER MAKE AND SERIAL NO. LISTED ABOVE

Form FAA-171 (2-62)
GPO 830322

814 933

23-9

A 2 2 8 3 7 7

CHATTEL MORTGAGE OF AIRCRAFT

THIS MORTGAGE, Made this 15 day of JUNE 1964 DOC. RECORDED

by SOUTHEAST AIRLINES, INC. of MIAMI

County of DADE, State of Florida, by occupation, airlines AUG 13 1 21 PM '64

hereinafter designated as MORTGAGOR, to THE COMMERCIAL BANK AND TRUST COMPANY OF OCALA, of FEDERAL AVIATION AGENCY

Ocala, Florida, County of Marion, by Occupation, Banking, hereinafter designated as MORTGAGEE.

WITNESSETH: Mortgagor hereby mortgages to said Mortgagee certain aircraft described as follows: Grumman G-21A, FAA No. N-5548A and Grumman G-21A, FFA No. N-703A

now and to be permanently located at

TOGETHER WITH all equipment, parts, appliances, appurtenances, and replacements thereof now or hereafter to be placed thereon, which shall become a component part of said aircraft, as security for the payment by Mortgagor to Mortgagee of a promissory note of even date herewith in the sum of $ 20,000.00 to be paid as follows: ON OR BEFORE AUGUST 20, 1964; this mortgage is supplemental to that certain mortgage dated May 22, 1964.

All extensions and renewals of said note, or any part thereof, advances thereunder, and all costs of litigation, collection (including attorney's fees or other costs expended or incurred in connection with the discovering, locating, or taking possession of said aircraft) and any and all costs of returning said aircraft to the site referred to above, (including costs of repairing, rehabilitating or storing said aircraft) together with interest at eight per cent (8%) on any delinquent installment on said note, all are likewise secured hereby.

The terms and conditions of the Chattel Mortgage are as follows:

(1) The Mortgagor does hereby warrant that he is the sole owner of the aircraft described herein and that there are no liens or encumbrances or adverse claims of any kind whatever thereon or on any part thereof.

(2) Mortgagor agrees that he will neither use, nor permit said aircraft to be used, for any unlawful purpose; that he will register, use, operate, and control the same in accordance with all statutes, laws, ordinances, and regulations relating to the registration, use, operation, and control of the said property.

(3) The Mortgagor will not, nor will he attempt to, assign, pledge, mortgage, hypothecate, or otherwise dispose of said aircraft, or any part thereof, during the terms of said note and mortgage, nor will he remove said aircraft, or permit the same to be removed, from the county where said aircraft is permanently located, as set forth herein, for any period of time in excess of ten (10) days, without the written consent of the mortgagee first had and obtained.

DOC 8 8 25 PM '64

(4) Mortgagor agrees to exhibit said aircraft to Mortgagee upon demand and to keep the said aircraft in as good condition and repair as it now is, ordinary wear and tear excepted, and to house the same in suitable shelter, and to pay promptly all taxes levied

43 AUG 6 1964

AUG 6 - 970 0 00810 00A

or assessed thereon and all liens which may attach thereto. When the service of any notice upon the Mortgagor is necessary or convenient, the same may be had by deposit in the United States mail, postage prepaid, directed to Mortgagor at his address set forth herein.

(5) Mortgagor agrees to take out, pay for and keep in full force and effect a policy or policies of insurance, in form satisfactory to Mortgagee and issued by an insurance carrier approved by Mortgagee (covering both Mortgagee and Mortgagor) for the hazards of fire, theft and total or partial destruction, and such additional hazards as may be mutually agreed upon by Mortgagor and Mortgagee, and the loss under every such policy shall be paid first to the Mortgagee or its assigns up to the amount of the obligation secured, and the balance, if any, to the Mortgagor; said policy to be in the possession of the Mortgagee until satisfaction of all obligations secured by this mortgage. In the event that Mortgagor should for any reason fail to take out said insurance above referred to, or pay for the same, the Mortgagee may, at the cost and expense of the Mortgagor, take out and pay for such insurance, and any sums advanced therefor shall be added to the principal of said promissory note and secured by this Chattel Mortgage as set forth in paragraph (6) following. Any sums received upon cancellation of any policy may be applied by Mortgagee upon the then remaining balance of any obligation secured hereby.

(6) Should Mortgage make any advances or spend any money for the protection or preservation of its security, or should there accrue or be due any collection costs or other obligations arising under this contract, such advance or advances, together with obligation costs or other obligations arising under the contract and unpaid shall be added to the unpaid principal of said promissory note and shall be secured by said mortgage, and such advance or advances and collection costs shall all become immediately due and payable with interest at the hereinabove mentioned rate per annum, payable monthly, and the mortgagee shall have the right upon the receipt of any installment or payment due under the terms of said note and mortgage to apply same, first in satisfaction of any collection costs or other moneys advanced by Mortgagee hereunder; second to the satisfaction of any unpaid interest, and third, the balance of said installment or installments in payment of principal, and should there be a deficiency in the amount of any installment or payment after the payment of said costs as in this agreement provided, such deficiency shall be payable forthwith, and the failure on the part of the Mortgagor to pay or satisfy same shall accelerate for immediate payment the entire unpaid balance of the said obligation, including all advances made, collection costs, and interest accrued, and Mortgagee may exercise such rights as are reserved to Mortgagee under the terms of this mortgage.

23-6

(7) Should Mortgagor fail to make payment as provided is said promissory note, or if any breach be made on any obligation or promise of the Mortgagor herein contained or secured, or if Mortgagor shall abandon said aircraft, or regardless of any other default if said aircraft be attached or bankruptcy proceedings be instituted by against Mortgagor, then the whole principal sum unpaid upon said promissory note, with interest accrued thereon, and all other sums of money due or unpaid at the time of default, and interest thereon or advanced under the terms of this mortgage, or secured hereby, and the interest thereon, shall immediately become due and repayable at the option of the Mortgagee, without notice to the Mortgagor, and it may at once proceed to foreclose this mortgage according to law, or it may, at its option, and it is hereby empowered to do so, enter upon the premises where the said mortgaged property may be and take possession thereof; and remove and sell and dispose of the same at publice or private sale without any previous demand of performance or notice to the Mortgagor of any such sale whatsoever, notice of sale and demand of performance and every other notice or demand whatsoever being hereby expressly waived by Mortgagor and from the proceeds of sale retained all costs and charges incurred by it in the taking of sale, including reasonable attorney's fee incurred; also all sums due on said promissory note under any provisions thereof, or advanced under the terms of this mortgage, and interest thereon, or due or owing to the said Mortgagee under provisions of this mortgage, or secured hereby, with interest thereon, and any surplus of such roceeds remaining shall be paid to the Mortgagor, or whomever may be lawfully entitled to receive the same; if there be a deficit, Mortgagor agrees to pay immediately the same to Mortgagee.

Mortgagee, or its agent, may bid and purchase at any sale made under this mortgage or herein authorized, or at anysale made upon foreclosure of this mortgage.

(8) Mortgagor further agrees that if from any cause there shall be a substantial decrease in the value of said mortgaged property, the said mortgagee shall have the option of demanding of said Mortgagor further security in order to offset the said decrease in value, and upon the failure of said Mortgagor to give said additional security, Mortgagee may proceed in the same manner as herein provided in case of any other default.

(9) This agreement shall bind and inure to the benefit of the parties hereto and their executors, administrators, heirs and assigns, and the word "Mortgagor" as used herein, includes masculine, feminine and neuter, singular and plural.

It is further specifically agreed that the taking of any action by the Mortgagee shall

23-4

not be deemed to be in the election of that action, but rather the rights and privileges and options granted to the Mortgagee under the terms of this mortgage shall be deemed cumulative, and the one with the other, and not alternative.

Mortgagor declares that he has read this Chattel Mortgage and understands the effect and purport of the same.

Time is declared to be the essence of said note and this mortgage with respect to the performance of the covenants and obligations set forth herein and it is further specifically agreed that no waiver by the Mortgagee of any breach or default of or by the Mortgagor, whether under the terms of the aforesaid note, or by this mortgage, shall be deemed a waiver of any breach or default thereafter occuring.

Signed, sealed and delivered in
the presence of

Anne Overbach

Anne Overbach

SOUTHEAST AIRLINES, INC.

Robert Mitchell

PRESIDENT

Riley C. Gilley

SECRETARY

23-2

23-1

STATE OF ~~FLORIDA~~ New York
COUNTY OF ~~MARION~~ New York

I HEREBY CERTIFY That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, ROBERT C. WETENHALL and RILEY C. GILLEY respectively President and Secretary of SOUTHEAST AIRLINES, INC., a corporation, to me well known and known to be the persons described in and who executed the foregoing Chattel Mortgage and duly acknowledged before me that they executed the same for the purposes therein expressed as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at ~~Ocala, Marion County, Florida~~ New York, New York this 16th day of June, 1964

BENJAMIN PARSONT
NOTARY PUBLIC, State of New York
No. 41-8286100
Qualified in Queens County
Cert. filed in New York County
Term Expires March 30, 1966

Benjamin Parsont
Notary Public, ~~State of Florida at Large.~~

My commission expires

SEAL

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

809 33 22-11 4F

FEDERAL AVIATION AGENCY
CROSS-REFERENCE - RECORDATION

(Space for release stamp)

AIRCRAFT N- 5548A

SEE RECORDED DOCUMENT NO. 91697 ___

This form is to be used in all cases where a conveyance covers more than one aircraft, or aircraft engines and propellers, and/or locations. File original of this form with the recorded conveyance. File a copy of this form in each aircraft folder involved, checking the registration number of the aircraft folder in which the copy is filed.

TYPE OF CONVEYANCE: Chattel Mortgage	DATE EXECUTED: May 22, 1964
FROM: Southeast Airlines Inc	DOCUMENT NO.: L10007
TO OR ASSIGNED TO: Commercial Bank + Trust Co	DATE RECORDED: 9-30-64

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

AIRCRAFT (*List by registration number*) — TOTAL NUMBER INVOLVED: 2

5548A
703A

~~(See reject letter in 5548A)~~

ENGINES — TOTAL NUMBER INVOLVED

MAKE(S)

FORM FAA-1991 FILED WITH	ENGINE MAKE	SERIAL NO.

PROPELLERS — TOTAL NUMBER INVOLVED

MAKE(S)

FORM FAA-1991 FILED WITH	PROPELLER MAKE	SERIAL NO.

SPARE PARTS – LOCATIONS — TOTAL NUMBER INVOLVED:

FORM FAA-1991 FILED WITH	LOCATION

FOR RECORDED DOCUMENT SEE (*Check one*)

- [x] AIRCRAFT FOLDER N-5548A
- [ ] ENGINE MAKE AND SERIAL NO. LISTED ABOVE
- [ ] LOCATION LISTED ABOVE
- [ ] PROPELLER MAKE AND SERIAL NO. LISTED ABOVE

Form FAA-171 (8-59)

GPO 880382

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

22-10

33

CRD

AIRCRAFT

DATE EXECUTED

FROM

DOCUMENT NO.

TO OR ASSIGNED TO

DATE RECORDED

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

AIRCRAFT (Make and model designation)

TOTAL NUMBER INVOLVED:

N-5548A
703A

ENGINES

MAKE(S)

TOTAL NUMBER INVOLVED

FORM FAA-1991 FILED WITH	ENGINE MAKE	SERIAL NO.

PROPELLERS

MAKE(S)

TOTAL NUMBER INVOLVED:

FORM FAA-1991 FILED WITH	PROPELLER MAKE	SERIAL NO.

SPARE PARTS – LOCATIONS

TOTAL NUMBER INVOLVED:

FORM FAA-1991 FILED WITH	LOCATION

FOR RECORDED DOCUMENT SEE (Check one)

☒ AIRCRAFT FOLDER N-5548A ☐ ENGINE MAKE AND SERIAL NO. LISTED ABOVE

☐ LOCATION LISTED ABOVE ☐ PROPELLER MAKE AND SERIAL NO. LISTED ABOVE

Form FAA-171 (8-69)

GPO 840-042

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

800 808

809 33 L 10007

NOT ACCEPTABLE FOR RECORDING
DATE 23 JUN - 5 1964

CHATTEL MORTGAGE OF AIRCRAFT

DOC. RECORDED
JUL 30 2 51 PM '64
FEDERAL AVIATION AGENCY

THIS MORTGAGE, Made this 22 day of May, 1964, by SOUTHEAST AIRLINES, INC. of Miami County of Dade State of Florida by occupation Airline hereinafter designated as MORTGAGOR, to THE COMMERCIAL BANK AND TRUST COMPANY OF OCALA, P.O. Box 510 of Ocala, County of Marion, State of Florida, by occupation, BANKING, hereinafter designated as MORTGAGEE.

WITNESSETH: Mortgagor hereby mortgages to said Mortgagee certain aircraft described as follows: Grumman G-21A, Ser. # 75-7661 FAA No. N-5548A, and Grumman G-21A, FAA No. N-703A., Ser. # 1141.

now and to be permanently located at Miami International Airport, Miami, Florida together with all equipment, parts, appliances, appurtenances, and replacements thereof, now or hereafter to be placed thereon, which shall become a component part of said aircraft, as security for the payment by Mortgagor to Mortgagee of a promissory note of even date herewith in the sum of $40,000.00 to be paid as follows: ON OR BEFORE NINETY DAYS AFTER DATE

All extensions and renewals of said note, or any part thereof, advances thereunder, and all costs of litigation, collection, (including attorney's fee or other costs expended or incurred in connection with the discovering, locating or taking possession of said aircraft) and any and all costs of returning said aircraft to the site referred to above, (including costs of repairing, rehabilitation or storing said aircraft) together with interest at eight per cent (8%) on any delinquent installment on said note, are all likewise secured hereby.

The terms and conditions of the Chattel Mortgage are as follows:

(1) The Mortgagor does hereby warrant that he is the sold owner of the aircraft described herein and that there are no liens or encumbrances or adverse claims of any kind whatever thereon or on any part thereof.

(2) Mortgagor agrees that he will neither use, nor permit said aircraft to be used, for any unlawful purpose; that he will register, use, operate, and control the same in accordance with all statutes, laws, ordinances, and regulations relating to the registration, use, operation, and control of said property.

8 JUN 1 1964

37 JUL 27 1964

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(3) The Mortgagor will not, nor will he attempt to, assign, pledge, mortgage, hypothecate, or otherwise despose of said aircraft, or any part thereof, during the terms of said note and mortgage, nor will he remove said aircraft, or permit the same to be removed, from the county where said aircraft is permanently located, as set forth herein, for any period of time in excess of ten (10) days, without the written consent of the Mortgagee first had and obtained.

(4) Mortgagor agrees to exhibit said aircraft to Mortgagee upon demand and to keep the said aircraft in as good condition and repair as it now is, ordinary wear and tear excepted, and to house the same in suitable shelter, and to pay promptly all taxes levied or assessed thereon and all liens which may attach thereto. When the service of any notice upon the Mortgagor is necessary or convenient, the same may be had by deposit in the United States mail, postage prepaid, directed to Mortgagor at his address set forth herein.

(5) Mortgagor agrees to take out, pay for, and keep in full force and effect a policy or policies of insurance, in form satisfactory to Mortgagee and issued by an insurance carrier approved by Mortgagee (covering both Mortgagee and Mortgagor) for the hazards of fire, theft, and total or partial destruction, and such additional hazards as may be mutually agreed upon by Mortgagor and Mortgagee, and the loss under every such policy shall be paid first to the Mortgagee or its assigns up to the amount of the obligation secured, and the balance, if any, to the Mortgagor; said policy to be in the possession of the Mortgagee until satisfaction of all obligations secured by the mortgage. In the event that Mortgagor should for any reason fail to take out said insurance above referred to, or pay for the same, the Mortgagee may, at the cost and expense of the Mortgagor, take out and pay for such insurance, and any sums advanced therefor shall be added to the principal of said promissory note and secured by this Chattel Mortgage, as set forth in paragraph (6) following. Any sums received upon cancellation of any policy may be applied by Mortgagee upon the then remaining balance of any obligation secured hereby.

(6) Should Mortgagee make any advance or advances or spend any money for the protection or preservation of its security, or should there accrue or be due any collection costs or other obligations arising under this contract, such advance or advances, together with such obligation costs or other obligations arising under the contract and unpaid shall be added to the unpaid principal of said promissory note and shall be secured by said mortgage, and such advance or advances and collection costs

shall all become immediately due and payable with interest at the hereinabove mentioned rate per annum, payable monthly, and the Mortgagee shall have the right upon the receipt of any installment or payment due under the terms of said note and mortgage to apply same, first in satisfaction of any collection costs or other moneys advanced by Mortgagee hereunder; second to the satisfaction of any unpaid interest, and third, the balance of said installment or installments in payment of principal, and should there be a deficiency in the amount of any installment or payment after the payment of said costs as in this agreement provided, such deficiency shall be payable forthwith, and the failure on the part of the Mortgagor to pay or satisfy same shall accelerate for immediate payment the entire unpaid balance of the said obligation, including all advances made, collection costs, and interest accrued, and Mortgagee may exercise such rights as are reserved to Mortgagee under the terms of this Mortgage.

(7) Should Mortgagor fail to make payment as provided in said promissory note, or if any breach be made on any obligation or promise of the Mortgagor herein contained or secured, or if Mortgagor shall abandon said aircraft, or regardless of any other default, if said aircraft be attached or bankruptcy proceedings be instituted by or against Mortgagor, then the whole principal sum unpaid upon said promissory note, with interest accrued thereon, and all other sums of money due or unpaid at the time of default, and interest thereon or advanced under the terms of this mortgage, or secured hereby, and the interest thereon, shall immediately become due and payable at the option of the Mortgagee, without notice to the Mortgagor, and it may at once proceed to foreclose this mortgage according to law, or it may, at its option, and it is hereby empowered to do so, enter upon the premises where the said mortgaged property may be and take possession thereof; and remove and sell and dispose of the same at public or private sale without any previous demand of performance or notice to the Mortgagor of any such sale whatsoever, notice of sale and demand of performance and every other notice or demand whatsoever being hereby expressly waived by Mortgagor and from the proceeds of sale retain all costs and charges incurred by it in the taking of sale, including reasonable attorney's fees incurred; also all sums due on said promissory note under any provisions thereof, or advanced under the terms of this mortgage, and interest thereon, or due or owing to the said Mortgagee under any provisions of this mortgage, or secured hereby, with interest thereon, and any surplus of such proceeds remaining shall be paid to the Mortgagor, or whomever may be lawfully entitled to receive the same; if there be a deficit, Mortgagor agrees to pay immediately the same to Mortgagee.

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

22-4

22-3

(8) Mortgagor further agrees that if from any cause there shall be a substantial decrease in the value of said mortgaged property, the said Mortgagee shall have the option of demanding of said Mortgagor furthersecurity in order to offset the said decrease in value, and upon the failure of said Mortgagor to give said additional security, Mortgagee may proceed in the same manner herein provided in case of any other default.

(9) This agreement shall bind and inure to the benefit of the parties hereto and their executors, administrators, heirs, and assigns, and the word "Mortgagor" as used herein, includes masculine, feminine, and neuter, singular and plural.

It is further specifically agreed that the taking of any action by the Mortgagee shall not be deemed to be in the election of that action, but rather the rights and privileges and options granted to the Mortagee under the terms of this mortgage shall be deemed cumulative, and the one with the other, and not alternative.

Mortgagor declares that he has read this Chattel Mortgage and understands the effect and purport of the same.

Time is declared to be the essence of said note and this mortgage with respect to the performance of the covenants and obligations set forth herein and it is further specifically agreed that no waiver by the Mortgagee of any breach or default of or by the Mortgagor, whether under the terms of the aforesaid note, or by this mortgage, shall be deemed a waiver of any breach or default thereafter occurring.

Southeast airlines, Inc.

Signed, sealed and delivered in the presence of

By [illegible] President

Kiley C. Gilley
Secretary

(4)

22-1

STATE OF New York

COUNTY OF New York

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments,

Robert C. Wetenhall and Riley C. Gilley

respectively President and Secretary of Southeast Airlines, Inc.

a corporation, to me well known and known to be the persons described in and who executed the foregoing Chattel Mortgage and duly acknowledged before me that they executed the same for the purposes therein expressed as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at 1 Chase Manhattan Plaza, said County and State, this 22 day of May, 1964.

William P. Burke
Notary Public, State of NY

My commission expires:
March 30 1965

WILLIAM P. BURKE
NOTARY PUBLIC, State of New York
No. 30-0502500
Qualified in Nassau County
Cert. filed in New York County
Commission Expires March 30, 1965

SEAL

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

FORM FAA-500 (PART B) (6-59) 25 JUL 27 1964

Form Approved
Budget Bureau No. 41-R389.4

FEDERAL AVIATION AGENCY

APPLICATION FOR REGISTRATION

21-1

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

SOUTHEAST AIRLINES, INC.
229 South State Street
Dover, Delaware

808 185

REGISTRATION MARKS: N— 5548A

AIRCRAFT MAKE AND MODEL: Grumman G-21A Goose

SERIAL NO.: 75-7661

CHECK WHETHER OWNERSHIP IS:
☒ CORPORATION ☐ PARTNERSHIP ☐ CO-OWNERSHIP ☐ INDIVIDUAL OWNER

I HEREBY CERTIFY: that the above-described aircraft is not registered under the laws of any foreign country; that all persons whose names appear hereon as applicants are citizens of the United States as defined in Section 101(13) of the Federal Aviation Act of 1958; that the applicants are the legal owners of the aircraft, or the purchasers under a contract of conditional sale submitted as evidence of ownership for the purpose of registration; and that both copies of Part A and a copy of Part B of Form FAA-500 and legal evidence of ownership were forwarded to the Federal Aviation Agency, Washington, D. C.

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

4/29/64
DATE OF APPLICATION

TITLE President

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

FORWARD THIS COPY TO WASHINGTON — Retain Duplicate Copy.

21

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

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

FEDERAL AVIATION AGENCY

BILL OF SALE

L 09861 20-1

808 185

For and in consideration of $ 50,000.00 the undersigned owner of the full legal and beneficial title of the aircraft described as follows:

AIRCRAFT MAKE AND MODEL	
Grumman G-21A Goose	
SERIAL NO.	REGISTRATION MARKS
75-7661	N— 5548A

DOC. RECORDED

JUL 27 4 20 PM '64

FEDERAL AVIATION AGENCY

does this 29 day of April, 1964 hereby sell, grant, transfer, and deliver all of his right, title and interest in and to such aircraft unto:

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

SOUTHEAST AIRLINES, INC.
229 South State Street
Dover, Delaware

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

TYPE OF ENCUMBRANCE	AMOUNT	DATE
NONE		
IN FAVOR OF		

In testimony whereof we have set our hand and seal this 29 day of April 1964

NAME OF SELLER EXETER, INC.

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

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

SEAL

ACKNOWLEDGMENT

State of New York
County of Westchester

On this 29th day of April 1964 before me personally appeared the above named seller, to me known to be the person described in and who executed the foregoing bill of sale, and acknowledged that he executed the same as his free act and deed, and, if said bill of sale be that of a corporation sworn that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

(SEAL) HASKELL EDELSTEIN
Notary Public, State of New York
No. 31-1074150
Qualified in New York County
Commission Expires March 30, 1965

Haskell Edelstein
NOTARY PUBLIC

MY COMMISSION EXPIRES

FORWARD THIS COPY TO WASHINGTON — Retain Duplicate Copy.

43 JUL 10 1964

Sec 3 N185 Ok 1-20-64

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

20

MICRO

FEDERAL AVIATION
AGENCY--AIRCRAFT
REGISTRATION BRANCH

JUL 10 10 30 AM '64

OKLAHOMA CITY, OKLA

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

FORM FAA-500 (PART B) (6-59) 25 MAR 03 1964

Form Approved
Budget Bureau No. 04-R076.

FEDERAL AVIATION AGENCY

APPLICATION FOR REGISTRATION

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

604 264

EXETER, INC.
1510 First National Bank Bldg.
Miami, Florida, 33131

REGISTRATION MARKS: N-5548A

AIRCRAFT MAKE AND MODEL: Grumman G-21A Goose

SERIAL NO. 75-7661

CHECK WHETHER OWNERSHIP IS

☑ CORPORATION ☐ PARTNERSHIP ☐ CO-OWNERSHIP ☐ INDIVIDUAL OWNER

I HEREBY CERTIFY that the above described aircraft is not registered under the laws of any foreign country; that all persons whose names appear hereon as applicants are citizens of the United States as defined in Section 101(15) of the Federal Aviation Act of 1958; that the applicants are the legal owners of the aircraft or the purchasers under a contract of conditional sale submitted as evidence of ownership for the purpose of registration; and that both copies of Part A and a copy of Part B of Form FAA-500 and legal evidence of ownership were forwarded to the Federal Aviation Agency, Oklahoma City, Oklahoma.

SIGNATURE OF APPLICANT (IN INK) EXETER, INC

(If executed for co-ownership, all must sign)

TITLE President

Feb. 27, 1964
DATE OF APPLICATION

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

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

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

19

FEDERAL AVIATION
AGENCY--AIRCRAFT
REGISTRATION BRANCH

MAR 2 2 55 PM '64

OKLAHOMA CITY, OKLA.

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 9-26-85

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

FEDERAL AVIATION AGENCY

BILL OF SALE

M 0 6 0 8 6

604 264

18-1

For and in consideration of $ 50,000.00 the undersigned owner of the full legal and beneficial title of the aircraft described as follows:

DOC. RECORDED

AIRCRAFT MAKE AND MODEL	
Grumman G-21A Goose	
SERIAL NO. 75-7661	REGISTRATION MARKS N- 5548A

MAR 3 42 PM '64

does this 27th day of February, 19 64 hereby sell, grant, transfer, and deliver all of his right, title and interest in and to such aircraft unto:

FEDERAL AVIATION AGENCY

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

EXETER, INC.
1510 First National Bank Bldg.
Miami, Florida, 33131

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

TYPE OF ENCUMBRANCE	AMOUNT	DATE
NONE		
IN FAVOR OF		

In testimony whereof we have set our hand and seal this 27th day of February, 19 64.

NAME OF SELLER SOUTHEAST AIRLINES, INC.

BY (SIGN IN INK) Irving L. Jones Jr.
(If executed for co-ownership, all must sign)

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

SEAL

ACKNOWLEDGMENT

State of Florida

County of Dade

On this 27th day of Febry 1964 before me personally appeared the above named seller, to me known to be the person described in and who executed the foregoing bill of sale and acknowledged that he executed the same as his free act and deed, and, if said bill of sale be that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

(SEAL)

NOTARY PUBLIC

MY COMMISSION EXPIRES Sept. 24, 1966

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

28 MAR 2-1964

B00004 0003

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

18

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

604 264

M 0 6 0 8 4

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 of the Administrator issued thereunder. In addition to these requirements, the form of release used by the mortgagee or assignee should be drafted in accordance with the pertinent provisions of the local statutes. If this release form meets the local statutes, you may use this copy. Copies of this form may be reproduced, if desired.

DOC. RECORDED 17-1

RELEASE

The undersigned is the true and lawful holder of the note or other evidence of indebtedness secured by a mortgage on the following described aircraft:

MAR 3 1 12 PM '64
FEDERAL AVIATION AGENCY

AIRCRAFT MAKE	
Grumman G-21A Goose	
AIRCRAFT SERIAL NUMBER	FAA REGISTRATION NUMBER
75-7661	N-5548A

The mortgage dated April 21, 1959, was executed by Irving L. Jones, Jr., (Mortgagor), to Kuykendall Investment Company, (Mortgagee), and assigned to _____.

This mortgage was recorded by the Federal Aviation Agency on October 16, 1959, and was assigned document number 162625.

I hereby certify and acknowledge that the above-described aircraft was released from the terms of the mortgage on January 18, 1964.

Kuykendall Investment Co.
Name of Mortgagee or Assignee

Signature (In ink) [signature]

Title [signature]

ACKNOWLEDGMENT

State of Texas
County of Lubbock

on this 18 day of January 1964 before me personally appeared the above-named Mortgagee or Assignee, to me known to be the person described in and who executed the foregoing release, and acknowledged that he executed the same as his free act and deed, and if said release be that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

(SEAL) SEAL

[signature]
Notary public (In ink)
(THELMA STALLINGS)
Notary Public

My commission expires June 1, 1965

28 MAR 2 - 1964

USComm-DC 21671-P

Form FAA-506 - (Part 2) (9-58)

17

FEDERAL AVIATION AGENCY

Washington 25, D. C.

October 30, 1959

Kuykendall Investment Company

Lubbock, Texas

Gentlemen:

MORTGAGOR: Irving L. Jones, Jr. & Donald B. Sittman

We have received the aircraft chattel mortgage which was submitted for recording by the Federal Aviation Agency.

This mortgage dated April 21, 1959 was recorded on October 16, 1959 as document number 162625 , against aircraft registration number(s) N5548A.

The above-mentioned document number should be included in the release to be executed when the mortgage is paid or satisfied. An appropriate form of release is printed on the reverse side of this letter.

The release should be signed in ink by the mortgagee or the assignee, acknowledged by the signer before a notary public, and submitted to this office for recording.

There is no fee for the recording of a release.

Sincerely yours,

Robert E. Forbes

Robert E. Forbes
Chief, Aircraft and Airman
Records Branch

Form FAA-506 (Part 1) (9-58)

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

FORM FAA-500 (PART B) (6-59) Form Approved Budget Bureau No. 41-R689.4

26 JUN 1 1963

FEDERAL AVIATION AGENCY
APPLICATION FOR REGISTRATION

16-1

NAME AND ADDRESS OF APPLICANT (Same as that shown on Part A of this form)	REGISTRATION MARKS
SOUTHEAST AIRLINES, INC, P.O. BOX 48-304 MIAMI, 48, FLORIDA	N— 5548A
	AIRCRAFT MAKE AND MODEL Grumman G-21A
CHECK WHETHER OWNERSHIP IS ☒ CORPORATION ☐ PARTNERSHIP ☐ CO-OWNERSHIP ☐ INDIVIDUAL OWNER	SERIAL NO. 75 - 7661

I HEREBY CERTIFY that the above-described aircraft is not registered under the laws of any foreign country; that all persons whose names appear hereon as applicants are citizens of the United States as defined in Section 101(13) of the Federal Aviation Act of 1958; that the applicants are the legal owners of the aircraft, or the purchasers under a contract of conditional sale submitted as evidence of ownership for the purpose of registration; and that both copies of Part A and a copy of Part B of Form FAA-500 and legal evidence of ownership were forwarded to the Federal Aviation Agency, Washington, D. C.

SIGNATURE OF APPLICANT (IN INK) Irving L. Jones Jr.
(If executed for co-ownership, all must sign)

April 25, 1963
DATE OF APPLICATION

TITLE President

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

FORWARD THIS COPY TO WASHINGTON — Retain Duplicate Copy.

16

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

15-1

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

FEDERAL AVIATION AGENCY

K 0 1 4 5 0

22 JUN 11 1963

BILL OF SALE

For and in consideration of $ 1.00 & OGVC the undersigned owner of the full legal and beneficial title of the aircraft described as follows:

DOC. RECORDED
JUN 11 10 12 AM '63
FEDERAL AVIATION AGENCY

AIRCRAFT MAKE AND MODEL	
Grumman G -21A	
SERIAL NO.	REGISTRATION MARKS
75 - 7661	N — 5548A

does this 25 day of April 19 63 hereby sell, grant, transfer, and deliver all of his right, title and interest in and to such aircraft unto:

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

SOUTHEAST AIRLINES, INC.
P.O. BOX 48-304
MIAMI, 48, FLORIDA

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

TYPE OF ENCUMBRANCE	AMOUNT	DATE
NONE		
IN FAVOR OF		

In testimony whereof I have set my hand and seal this 25th day of April 19 63.

NAME OF SELLER CATCAY AIRWAYS, INC.

BY (SIGN IN INK) Irving L. Jones Jr.
(If executed for ownership, all must sign)

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

ACKNOWLEDGMENT

State of Florida
County of Dade

SEAL

On this 25th day of April 1963 before me personally appeared the above named seller, to me known to be the person described in and who executed the foregoing bill of sale, and acknowledged that he executed the same as his free act and deed, and, if said bill of sale be that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

(SEAL)

Notary Public, State of Florida at Large
My Commission Expires Feb. 14, 1966
Bonded by American Surety Co. of N. Y.

Lee Winfield
NOTARY PUBLIC

MY COMMISSION EXPIRES

FORWARD THIS COPY TO WASHINGTON — Retain Duplicate Copy.

29 JUN 1963 MAY 6 1963

CK CONTROL 00 A R9

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

604 264

14-1 4F

FEDERAL AVIATION AGENCY

CROSS-REFERENCE - RECORDATION

mmb

This form is to be used in all cases where a conveyance covers more than one aircraft, or aircraft engines and propellers, and/or locations. File original of this form with the recorded conveyance. File a copy of this form in each aircraft folder involved, showing the registration number of the aircraft folder in which the copy is filed.

(Space for release stamp)

AIRCRAFT N. 5548A

SEE RECORDED DOCUMENT NO. MA 6085

TYPE OF CONVEYANCE Chattel Mortgage	DATE EXECUTED 24 MAR 3 1964 December 21, 1960
FROM Cat Day Airways, Inc.	DOCUMENT NO. 227968
TO OR ASSIGNED TO Kuykendall Investment Company	DATE RECORDED May 5, 1961

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

AIRCRAFT (List by registration number) — TOTAL NUMBER INVOLVED: 2

N703A
N5548A

ENGINES — TOTAL NUMBER INVOLVED

MAKE(S)

FORM FAA-1991 FILED WITH	ENGINE MAKE	SERIAL NO.

PROPELLERS — TOTAL NUMBER INVOLVED

MAKE(S)

FORM FAA-1991 FILED WITH	PROPELLER MAKE	SERIAL NO.

SPARE PARTS – LOCATIONS — TOTAL NUMBER INVOLVED:

FORM FAA-1991 FILED WITH	LOCATION

FOR RECORDED DOCUMENT SEE (Check one)

- [x] AIRCRAFT FOLDER N - 703A
- [ ] ENGINE MAKE AND SERIAL NO. LISTED ABOVE
- [ ] LOCATION LISTED ABOVE
- [ ] PROPELLER MAKE AND SERIAL NO. LISTED ABOVE

Form FAA-171 (8-59)

GPO 880382

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

14

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

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

13-1

UNITED STATES OF AMERICA
FEDERAL AVIATION AGENCY

CERTIFICATE OF REGISTRATION

NATIONALITY AND REGISTRATION MARKS	MAKE AND MODEL OF AIRCRAFT	AIRCRAFT SERIAL NO.
N— 55-8A	GRUMMAN JRF 6B, G21A	75-7661

CAT CAY AIRWAYS, INC.
NAME OF OWNER

1210 AVENUE Q
ADDRESS OF OWNER—NUMBER AND STREET

LUBBOCK, TEXAS
CITY ZONE STATE

THIS CERTIFICATE MUST BE CARRIED IN THE AIRCRAFT AT ALL TIMES

It is hereby certified that the above described aircraft has been duly entered in the register of the Federal Aviation Agency, United States of America, in accordance with the Convention on International Civil Aviation dated 7 December 1944, and with the Federal Aviation Act of 1958, and regulations issued thereunder.

DATE OF ISSUE: JAN 9 - 1961

FOR THE ADMINISTRATOR JAN 12 1961
CHIEF, AIRCRAFT & AIRMAN RECORDS BRANCH

A.C.U.

Forward This Copy and the Duplicate Copy to Washington.

F. G.

(OVER)

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

13

MICRO

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

FORM F.A.307 (PART B) (6-59)

Form Approved
Budget Bureau No. 41-R889.4

FEDERAL AVIATION AGENCY

APPLICATION FOR REGISTRATION

12-3

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

CAT CAY AIRWAYS, Inc.
1210 AVENUE Q
LUBBOCK, TEXAS

REGISTRATION MARKS: N—5548A

AIRCRAFT MAKE AND MODEL: GRUMMAN JRF6B, G21A

SERIAL NO.: 75-7661

CHECK WHETHER OWNERSHIP IS

☒ CORPORATION ☐ PARTNERSHIP ☐ CO-OWNERSHIP ☐ INDIVIDUAL OWNER

I HEREBY CERTIFY that the above-described aircraft is not registered under the laws of any foreign country; that all persons whose names appear hereon as applicants are citizens of the United States as defined in Section 101(13) of the Federal Aviation Act of 1958; that the applicants are the legal owners of the aircraft, or the purchasers under a contract of conditional sale submitted as evidence of ownership for the purpose of registration; and that both copies of Part A and a copy of Part B of Form FAA-500 and legal evidence of ownership were forwarded to the Federal Aviation Agency, Washington, D. C.

SIGNATURE OF APPLICANT (IN INK) Lowry L. Jones Jr
(If executed for co-ownership, all must sign)

TITLE PRESIDENT

DATE OF APPLICATION

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

FORWARD THIS COPY TO WASHINGTON — Retain Duplicate Copy.

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

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

Form Approved
Budget Bureau No. 41-R889.4

12-1

FEDERAL AVIATION AGENCY

APPLICATION FOR REGISTRATION

AND ADDRESS OF APPLICANT (*Same as that shown on Part A of this form*)
CAT CAY AIRWAYS
1210 AVENUE Q
LUBBOCK, TEXAS

REGISTRATION MARKS
N— 5548A

AIRCRAFT MAKE AND MODEL
GRUMMAN
JRF6B, G21A

SERIAL NO.
75-1661

CHECK WHETHER OWNERSHIP IS
☒ CORPORATION ☐ PARTNERSHIP ☐ CO-OWNERSHIP ☐ INDIVIDUAL OWNER

I HEREBY CERTIFY that the above-described aircraft is not registered under the laws of any foreign country; that all persons whose names appear hereon as applicants are citizens of the United States as defined in Section 101(13) of the Federal Aviation Act of 1958; that the applicants are the legal owners of the aircraft, or the purchasers under a contract of conditional sale submitted as evidence of ownership for the purpose of registration; and that both copies of Part A and a copy of Part B of Form FAA-500 and legal evidence of ownership were forwarded to the Federal Aviation Agency, Washington, D. C.

SIGNATURE OF APPLICANT (IN INK) Irving R. Jones Jr
(*If executed for co-ownership, all must sign*)

TITLE PRESIDENT

DATE OF APPLICATION

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

RETAIN THIS COPY IN THE AIRCRAFT PENDING RECEIPT OF CERTIFICATE OF REGISTRATION

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

12

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

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

FEDERAL AVIATION AGENCY

BILL OF SALE

A 1 4 3 2 2 6

11-1

For and in consideration of $ 1.00 the undersigned owner of the full legal and beneficial title of the aircraft described as follows:

AIRCRAFT MAKE AND MODEL	
GRUMMAN JRF-6B, G21A	
SERIAL NO.	REGISTRATION MARKS
75-7661	N— 5548A

DOC. RECORDED

JAN 9 3 41 PM '61

FEDERAL AVIATION AGENCY

does this 25 day of OCTOBER 19 60 hereby sell, grant, transfer, and deliver all of his right, title and interest in and to such aircraft unto:

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

CAT CAY AIRWAYS, INC.
1210 AVENUE Q
LUBBOCK, TEXAS

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

TYPE OF ENCUMBRANCE	AMOUNT	DATE
IN FAVOR OF		

In testimony whereof they have set their hand and seal this 25th day of October 19 60

NAME OF SELLER IRVING L. JONES, JR. AND DONALD B. SITTMAN

BY (SIGN IN INK) Irving L. Jones Jr & Donald B. Sittman
(If executed for co-ownership, all must sign)

TITLE CO-OWNERS
(If signed for a corporation, partnership, owner, or agent)

SEAL

ACKNOWLEDGMENT

of Florida
County of Dade

On this 25th day of October 19 60 before me personally appeared the above named seller, to me known to be the person described in and who executed the foregoing bill of sale, and acknowledged that he executed the same as his free act and deed, and, if said bill of sale be that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

(SEAL)

Notary Public, State of Florida
My Commission Expires Oct. 9, 1962
Bonded by American Surety Co. of N. Y.

Estrus S. Fortenberry
NOTARY PUBLIC

MY COMMISSION EXPIRES

FORWARD THIS COPY TO WASHINGTON— Retain Duplicate Copy

OCT 29 61 168 5-00 4.00 PR A

11

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

FORM ACA-800 (PART A) (3-56) 10-1

UNITED STATES OF AMERICA
DEPARTMENT OF COMMERCE—CIVIL AERONAUTICS ADMINISTRATION

CERTIFICATE OF REGISTRATION

NATIONALITY AND REGISTRATION MARKS	MAKE AND MODEL OF AIRCRAFT	AIRCRAFT SERIAL NO.
N— 5548A	Grumman JRF 6B6 G-21A	75-7651

Irving L. Jones and Donald B. Sittman
NAME OF OWNER

7731 S. W. 52nd Ct.
ADDRESS OF OWNER—NUMBER AND STREET

Miami 43, Florida
CITY ZONE STATE

It is hereby certified that the above described aircraft has been duly entered on the register of the Civil Aeronautics Administration, Department of Commerce, United States of America, in accordance with the Convention on International Civil Aviation dated 7 December 1944, and with the Civil Aeronautics Act of 1938, as amended, and regulations issued thereunder.

FOR THE ADMINISTRATOR OF CIVIL AERONAUTICS

DATE OF ISSUE: OCT 1 6 1959

Robert C Forbes acw 11-2-9
CHIEF, AIRCRAFT & AIRMAN RECORDS BRANCH

Forward This Copy and the Duplicate Copy to Washington.

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

FORM ACA-500 (PART B) (3-56)

Form Approved
Budget Bureau No. 41-R889.4

U. S. DEPARTMENT OF COMMERCE — CIVIL AERONAUTICS ADMINISTRATION

APPLICATION FOR REGISTRATION

9-1

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

Irving L. Jones and
Donald B. Sittman
7731 S. W. 52nd Ct.
Miami 43,
Florida

REGISTRATION NO.
N — 5548A

AIRCRAFT MAKE AND MODEL
Grumman JRF 6B6
G-21A

SERIAL NO.
75-7661

CHECK WHETHER OWNERSHIP IS
☐ CORPORATION ☐ PARTNERSHIP ☒ CO-OWNERSHIP ☐ INDIVIDUAL OWNER

I HEREBY CERTIFY that the above described aircraft is not registered under the laws of any foreign country; that the owner whose name(s) appear hereon as the applicant is (are) a citizen of the United States as defined in Section 1 (13) of the Civil Aeronautics Act of 1938; and that both copies of Part A and a copy of Part B of Form ACA-500 and legal evidence of ownership were forwarded to the Civil Aeronautics Administration, Washington, D. C.

SIGNATURE OF APPLICANT (IN INK) Irving L. Jones
Donald B. Sittman
(If executed for co-ownership, all must sign)

Sept. 11, 1959 TITLE Owners
DATE OF APPLICATION

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

FORWARD THIS COPY TO WASHINGTON — Retain Duplicate Copy.

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

9

MICRO

AIRCRAFT DOCUMENTATION
RECORDS BRANCH
FAA
OCT 12 2 42 PM '85
WASHINGTON, D.C.

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

MORTGAGOR (Buyer): 2- IRVING L. JONES, JR. & DONALD B. SITTMAN 604 264 2A 8-1
ADDRESS 6440 S. W. 107th Miami, Florida NOTE NO.

NOTE AND CHATTEL MORTGAGE

Texas: Two witnesses or buyer's acknowledgment (reverse side).
New Mexico: Buyer's acknowledgment (reverse side).
Kansas: Two witnesses.
Colorado: Buyer's acknowledgment (reverse side).

THE STATE OF TEXAS
COUNTY OF Lubbock } KNOW ALL MEN BY THESE PRESENTS:

For value received, the undersigned Mortgagor(s) promise(s) to pay to the order of Kuykendall Investment Company hereinafter called "Mortgagee" (and the term "Mortgagee" as hereafter used shall include the successors and assigns of said Company), at the office of Kuykendall Investment Company, Lubbock, Texas, or on default, at option of holder at _____, the sum of Fifty-eight hundred thirty-five & no/100 Dollars, being the total "Time Balance" for the following described property, computed as follows:

CASH SALE PRICE FOR HEREINAFTER DESCRIBED PRODUCT(S) 162625	$ 7,500.00	(1)
TOTAL DOWN PAYMENT (Consisting of $ _____ (Net Trade-In) Plus $ 2,000.00 (Cash))	$ 2,000.00	(2)
UNPAID BALANCE (Subtract 2 from 1)	$ 5,500.00	(3)
FINANCE CHARGE $ 335.00 (If insurance provided, Premium $ 0 Life $ 0)	$ 335.00	(4)
TOTAL TIME BALANCE (Add 3 and 4)	$ 5,835.00	(5)

DOC. RECORDED OCT 16 1 25 PM '59 FEDERAL AVIATION AGENCY

SEE RECORDED DOCUMENT M06084 MAR 3 1988

And payable in 1 installments of $ 5,835.00 each, commencing Sept. 1, 19 59 and on the same day of each successive month. The final installment payable hereunder shall equal the amount of the deferred balance remaining due.

All past due installments shall bear interest at 10% per annum from the maturity thereof. If it becomes necessary to place the obligation with an attorney for collection, or to collect same through any legal proceeding, Mortgagor agrees to pay 15% additional to the principal and interest then due thereon, as attorney's fees.

For the purpose of securing payment of the above described obligation, and in consideration of One ($1.00) Dollar, in hand paid to Mortgagor by Mortgagee, Mortgagor has Bargained, Sold and Conveyed, and by these presents does Bargain, Sell and Convey unto Mortgagee, the following described property, to-wit:

Description of Property, Serial Numbers, Etc. (Attach list if additional space is needed)

Grumman Amphibian "Grumman Goose", Serial No. CAA Designation N5543A.
(Navy Model Designation-Grumman, JRF 6B6)
(Civilian Designation, G-21, United Stated C.A.A. Number to be issued)

The above aircraft is substituted in lieu of 1942 Twin Beech AT 11, C-18S, N75830, Serial No. 3064, described in Kuykendall Investment Company note 034-6071-1-KD.

The product(s) remain(s) strictly personal property whether placed upon a permanent foundation or in what manner affixed or attached to the building or structure in which it may be contained.

Situated in Miami International Airport (Street & Number) Miami (City) _____ (County) Florida (State)

TO HAVE AND TO HOLD the same to the use of the Mortgagee, forever, and Mortgagor binds his heirs, executors, and administrators to warrant and forever defend the title to said property and all accessories and accretions thereto, unto said Mortgagee, against the claim of any person whomsoever, and shall remain in Mortgagor's possession subject to all the conditions hereinafter mentioned; provided, however, that if Mortgagor discharges the above indebtedness according to the terms thereof, this conveyance shall become void, otherwise to remain in full force and effect.

The Mortgagor understands and agrees that the provisions on the reverse side hereof, hereby incorporated by reference, constitute a part of this Mortgage.

SIGN IN INK

EXECUTED in Quadruplicate, copy of which was delivered to and retained by Mortgagor, this 21st day of April, 19 59

WITNESSES:

Martha K. Jones

Mary E. Sittman

L.S. By Irving L. Jones Jr.

L.S. By Donald B. Sittman

DUPLICATE ORIGINAL TO BE FILED OR RECORDED

P. O. ADDRESS 6440 S.W. 107th Miami, Florida

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

8

Provisions

1. Mortgagor agrees to keep the property fully insured, with loss payable clause in Mortgagee's favor, and if such insurance lapses, or is cancelled, Mortgagee is hereby authorized to advance funds to pay premiums and procure sufficient insurance to protect itself (without obligation to advance funds for insurance to protect Mortgagor's equity), and Mortgagor agrees to reimburse Mortgagee for said premium on demand, with interest at ten per cent per annum from the date Mortgagee advanced said premium. Mortgagee has no obligation to provide property or liability insurance, but where insurance premium has been included in the Time Balance, Mortgagee may apply said premium fund for Mortgagor's benefit in installments concurrently with Mortgagor's installment payments in any manner deemed wise by Mortgagee, without waiving any rights or exemptions from liability connected with arranging insurance or with other provisions of this instrument.

2. Mortgagor expressly agrees and covenants that in the event of default in any installment of the above mentioned debt, or in default of Mortgagor's obligation to keep the property insured, or upon the filing of any foreclosure of any junior lien or bankruptcy or receivership or attachment involving Mortgagor, or if Mortgagor, without Mortgagee's written consent, sells or attempts to sell said property or removes same (other than on a temporary basis) from the County where the same is now principally garaged or stored, or if Mortgagor so abuses the property through use or through carelessness) as to result in excessively rapid depreciation and the impairment of the security herein granted, Mortgagor may declare the entire debt immediately due and payable, and Mortgagor hereby authorizes Mortgagee, its agents, or any Sheriff or other officer of the law, to take immediate possession of said property (including accessories and accretions thereto) without notice or demand, and for this purpose Mortgagee, its agents or any Sheriff or other officer of the law, is authorized to enter upon any premises where the property may be and remove same. (But failure in any such situation to exercise its option and declare the entire indebtedness due and payable and to repossess the property and foreclose this mortgage, shall not be construed as a waiver of Mortgagee's right to exercise the option in subsequent situations.)

3. In the event of such repossession, Mortgagee may sell said property at public or private sale, notice of which is expressly waived, with or without having the property at the place of sale, upon such terms as Mortgagee may reasonably determine, and Mortgagee may bid at any such sale. Proceeds of the sale shall be applied to (1) expenses of retaking, insuring, storing, repairing (whether said repairs were made by Mortgagee or some other person at Mortgagor's request) and selling said property; (2) the balance due on the above described debt; (3) and the surplus shall be paid to Mortgagor, but if there be a deficiency, Mortgagor agrees to pay same with interest. Mortgagee is expressly given the power to receive money and make a bill of sale to said property in the event of repossession.

Acknowledgment

THE STATE OF TEXAS
COUNTY OF Lubbock } BEFORE ME, the undersigned, a Notary Public in and for said County and State on this day personally appeared

Irving L. Jones, Jr. and Donald B. Sittman

known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument and the [illegible] instrument, and acknowledged to me that (t)he(y) executed the same as a free act and deed and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 21st day of April A. D. 19 59

(L. S.) SEAL

JOHN F. SCHNEIDER NOTARY PUBLIC Lubbock COUNTY, TEXAS

DEALER'S REPRESENTATION ASSIGNMENT AND GUARANTY

For value received the undersigned does hereby sell, assign and transfer to KUYKENDALL INVESTMENT CO., LUBBOCK, TEXAS, its successors and assigns, all of his, its or their, right, title and interest in and to the mortgage on the reverse side hereof and the articles described therein, with power to take legal proceedings in the name of the undersigned or itself in respect thereto. The undersigned warrants that said mortgage is genuine; that the undersigned has complied with all the laws with respect to the sale of the article described; that the down payment made by the purchaser was in cash or its equivalent, unless otherwise mentioned on the reverse side hereof, and that no part thereof was loaned directly or indirectly by the undersigned or anyone connected with the undersigned to the purchaser; that the purchaser has the capacity to contract; that purchaser's name was never rejected by any other finance company, bank or banker. The undersigned makes said warranties for the purpose of inducing aforesaid assignee to purchase said mortgage and the note referred to therein. Assignee is hereby authorized to correct patent errors, in said mortgage and all other papers executed, endorsed or assigned in connection therewith.

Undersigned unconditionally guarantees the payment of this debt at maturity or on demand at any time after maturity, waiving demand, protest, and notice of non-payment and agrees to all extensions, renewals, and indulgences given or granted, all without notice to the undersigned.

EXECUTED this _____ day of _____ 19 ____

_____ DEALER

By _____
Owner, Officer or Firm Member

CHATTEL MORTGAGE

No. _____

FROM

TO

FILED FOR REGISTRATION

_____ day of _____ A. D. 19 ____ o'clock ____ M. and duly registered in the Records of Chattel Mortgages of the County of _____

Volume _____ Page _____

County Clerk

By _____ Deputy.

County, State of _____

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

FORM ACA-500 (PART C) (3-56)

U. S. DEPARTMENT OF COMMERCE — CIVIL AERONAUTICS ADMINISTRATION

BILL OF SALE

162244

For and in consideration of $ 1.00 OVGC the undersigned owner of the full legal and beneficial title of the aircraft described as follows:

AIRCRAFT MAKE AND MODEL	
Grumman JRF 6B6 G21A	
SERIAL NO.	REGISTRATION MARK
75-7661	N-5548A

does this 11 day of September 1959 hereby sell, grant, transfer, and deliver all of his right, title and interest in and to such aircraft unto:

(Name and address of purchaser—see item on Part A and B of this form)

DOC. RECORDED
OCT 16 1 25 PM '59
FEDERAL AVIATION AGENCY

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

MICRO

AIRCRAFT AND AIRMEN
RECORDS BRANCH
FAA
OCT 12 2 42 PM '59
WASHINGTON, D.C.

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

ACA-500 (PART B) (3-58)

Form Approved
Budget Bureau No. 41- R889.4

U. S. DEPARTMENT OF COMMERCE — CIVIL AERONAUTICS ADMINISTRATION

APPLICATION FOR REGISTRATION

6-1

NO. ADDRESS OF APPLICANT (Same as that shown on Part A of this form)

Donald B. Sittman
7731 S.W. 52nd Ct.
Miami, Florida

REGISTRATION NO.
N — 5518A

AIRCRAFT MAKE AND MODEL
Grumman
JRF 6B6

SERIAL NO.
75-7661

CHECK WHETHER OWNERSHIP IS:
☐ CORPORATION ☐ PARTNERSHIP ☐ CO-OWNERSHIP ☒ INDIVIDUAL OWNER

I HEREBY CERTIFY that the above described aircraft is not registered under the laws of any foreign country; that the owner whose name(s) appear hereon as the applicant is (are) a citizen of the United States as defined in Section 1 (13) of the Civil Aeronautics Act of 1938; and that both copies of Part A and a copy of Part B of Form ACA-500 and legal evidence of ownership were forwarded to the Civil Aeronautics Administration, Washington, D. C.

SIGNATURE OF APPLICANT (IN INK) Donald B. Sittman
(If executed for co-ownership, all must sign)

April 14, 1959
DATE OF APPLICATION

TITLE Owner

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

FORWARD THIS COPY TO WASHINGTON — Retain Duplicate Copy.

6

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

5-1

FORM ACA-500 (PART C) (2-56)

U. S. DEPARTMENT OF COMMERCE — CIVIL AERONAUTICS ADMINISTRATION

DATE 6-16-59

BILL OF SALE

For and in consideration of $1.00 OVGC the undersigned owner of the full legal and beneficial title of the aircraft described as follows:

AIRCRAFT MAKE AND MODEL	
GRUMMAN JRF-6B6	
SERIAL NO.	REGISTRATION MARK
75-7661	N55484

does this 24 day of marzo 1959 hereby sell, grant, transfer, and deliver all of his right, title and interest in and to such aircraft unto:

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

DONALD B. SITTMAN
7731 Southwest 52nd. Court
Miami, Florida

accepted for registration 10-16-59

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

TYPE OF ENCUMBRANCE	AMOUNT	DATE
NONE	NIL	

IN FAVOR OF

DONALD B. SITTMAN Miami, Florida-U.S.A.

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

FUERZA AEREA DE BOLIVIA

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

COMANDO DE LA FUERZA AEREA

(If seller is a corporation, partnership, owner, or agent)

MINISTERIO DE DEFENSA NACIONAL — BOLIVIA

ACKNOWLEDGMENT

State of _____

County of La Paz

On this 24 day of marzo 1959 before me personally appeared the above named seller, to me known to be the person described in and who executed the foregoing bill of sale, and acknowledged that he executed the same as his free act and deed, and, if said bill of sale be that of a corporation swore that he was duly authorized to execute the same. Given under my hand and official seal the day and year written above.

NOTARY PUBLIC

SEAL

MY COMMISSION EXPIRES

(SEAL)

FORWARD THIS COPY TO WASHINGTON: Retain Duplicate Copy.

5

4-1

This is to certify that Grumman " Goose" JRF 6B6, serial number 75-7661, sold to Mr. Donald B. Sittman by the Bolivian Airforce is not under civil registry in Bolivia and that Bolivian military registration has been cancelled.

Thais to translation of

.....
Coronel Javier Cerruto Calderon
Comandante de la Fuerza
Aerea Boliviana

MINISTERIO DE DEFENSA NACIONAL
COMANDO DE LA FUERZA AEREA
BOLIVIA

Este documento es para certificar que el Grumman "Goose" JRF 6B6 serie no. 75-7661 que hasido vendido al Sr. Donald B. Sittman por la Fuerza Aerea de Bolivia no se halla bajo matriculacion civil en Bolivia y que el registro militar de Bolivia ha sido cancelado.

OR E 54 No. 120 10/14/59

.....
Coronel Javier Cerruto Calderon
Comandante de la Fuerza
Aerea Boliviana

MINISTERIO DE DEFENSA NACIONAL
COMANDO DE LA FUERZA AEREA
BOLIVIA

accept 10-16-59

N 5548 a

-3-3

MINISTRY OF COMMUNICATIONS
Directorate General of Civil Aeronautics
Bolivia

S.G. No. 390/814/9

La Paz
September 28, 1959

Mr. Donald B. Sittman
7731 S.W. 52nd Court
Miami, Florida, U.S.A.

Dear Sir:

With reference to your letter of September 16, I am pleased to transcribe below, the information issued by the Maintenance Department of this Directorate General. The text follows:

"Department of Airworthiness. La Paz, September 26, 1959. To Mr. Alfredo Fernandez, Director General of Civil Aeronautics. City. Dear Sir: With reference to the note sent by Mr. Rene Antezana Z, Subdirector of Aeronautics, I would like to advise you of the following: That in the registers of this Directorate General of Civil Aeronautics, there are not found any data with reference to the registration of the Grumman Goose JRF6B6, serial No. 75-7661, since it belonged to the Bolivian Air Force. This information is provided to you for appropriate purposes. Signed, Jorge Luizaga D, for the Chief of the Maintenance Department.

I beg to remain,

Yours truly,

[signature illegible]

Alfredo Fernandez Z.
Acting Director General of Civil Aeronautics.

[SEAL]

Trans. from Spanish. Ej.
General Services Division.
MS-120. October 15, 1959

3-1

MINISTERIO DE COMUNICACIONES
DIRECCION GENERAL DE
AERONAUTICA CIVIL
BOLIVIA

S.G. No. 390/814/59

La Paz, 28 de Septiembre de 1959.

Al señor

DONALD B. SITTMAN
7731 S.W. 52nd Court

Miami-Florida U.S.A.

Señor:

Con referencia a su atenta nota de fecha 16 del presente mes, tengo el agrado de transcribir a Ud. al Informe que ha elevado el Departamento de Mantenimiento de esta Dirección General, cuyo tenor dice lo siguiente:

"Depto. AERONAVEGABILIDAD.-La Paz, 26 de septiembre de "1959.--Al señor Alfredo Fernandez.- Director General de Ae-"ronáutica Civil.--Presente.--Señor Director:--Con referen-"cia a la nota enviada por el Sr. René Antezana Z., Sub-Di-"rector de Aeronáutica, cúmpleme informarle lo siguiente:---"Que en los registros de esta Dirección General de Aeronáu-"tica Civil, no se encuentran los datos de registro y matrícu-"la de la aeronave "Grumman "GAMSO" JRF6B6, serial No. 75-"7661 respectivamente, por haber pertenecido a la Fuerza "Aérea Boliviana.---Es cuanto informo a Ud. para los fines "consiguientes.----Fdo. Jorge Luizaga O, p. Jefe Depto. de "Mantenimiento".

Con este motivo, saludo a Ud., muy atentamente.

ALFREDO FERNANDEZ Z.
Director General de Aeronáutica Civil Int.

DIRECCION GENERAL DE AERONAUTICA CIVIL
BOLIVIA

RJE/rvo.

N 5548a

3

MINISTERIO DE COMUNICACIONES
DIRECCION GENERAL DE
AERONAUTICA CIVIL
BOLIVIA

CARTA No. 990/81/99

La Paz, 26 de Septiembre de 1990.

Al señor

DONALD B. SITTMAN
7721 S.W. 52nd Court

Miami-Florida U.S.A.

Señor:

Con referencia a su atenta nota de fecha 10 del presente mes, tengo el agrado de transcribir a Ud. el informe que ha elevado el Departamento de Mantenimiento de esta Dirección General, cuyo tenor dice lo siguiente:

"Depto. AERONAVEGABILIDAD.-La Paz, 26 de septiembre de "1990.--Al señor Alfredo Fernandez.- Director General de Ae-"ronáutica Civil.--Presente.--Señor Director:--Con referen-"cia a la nota enviada por el Sr. René Antezana R., Sub-Di-"rector de Aeronáutica, cumplame informarle lo siguiente:--"Que en los registros de esta Dirección General de Aeronáu-"tica Civil, no se encuentran los datos de registro y matrícu-"la de la aeronave "Cessna 206" TR-CBS, según lo. "Tó-"ñol respectivamente, por haber pertenecido a la Fuerza "Aérea Boliviana.---Me cuanto informo a Ud. para los fines "consiguientes.----Fdo. Jorge Iriarte Q: p. Jefe Depto. de "Mantenimiento".

Con este motivo, saludo a Ud., muy atentamente.

ALFREDO FERNANDEZ Z.
Director General de Aeronáutica Civil

DIRECCION GENERAL DE AERONAUTICA CIVIL
BOLIVIA

RFZ/mvo.

2-3

MINISTRY OF NATIONAL DEFENSE
Office of Commandant of the
Air Force
La Paz, Bolivia

No. 439-59

OFFICIAL LETTER

Directorate General Sec. III.

La Paz
September 25, 1959

TO:

Mr. Donald B. Sittman
7731 SW 52nd Court
Miami, Fla, U.S.A.

Dear Sir:

Enclosed I am returning to you the documents, duly signed, with reference to the exchange carried out of the Grumman Goose JRF-6B, No. 75-7661 for the Beechcraft AT-11.

I remain,

Yours truly,

Colonel, Commandant of the Air Force

[signature illegible]

Col. Javier Cerruto Calderón

Trans. from Spanish. Ej.
General Services Division.
MS-120. October 15, 1959

2-1

No. 439.59

MINISTERIO DE DEFENSA NACIONAL
COMANDO DE LA FUERZA AEREA
LA PAZ – BOLIVIA

OFICIO

La Paz, 25 de Septiembre de 1959.

Dirección General Sec.III.

Dirección

Al señor
DONALD B. SITTMAN
7731 SW 52nd Court,
Miami, Fla. USA.

Señor:

Adjuntos a la presente nota, tengo el agrado de devolver a Ud. los documentos debidamente firmados, con referencia a la permuta realizada del avión Grumman "Goose" JRF-6B N° 75-7661 por el Beechcraft AT-11.

Con este motivo, me es grato saludar a Ud. atentamente.

EL CORONEL, COMANDANTE DE LA FUERZA AEREA

Coronel Javier Cerruto Calderón

JAM/acq.
25.9.59.

N 5548a

2

1-11

Supreme Resolution No. 82117

La Paz, March 9, 1959

WHEREAS:

[There follows 3 paragraphs of unimportant statements]

IT IS RESOLVED:

To authorize the Air Force to exchange the Grumman Goose plane which it owns for a Beechcraft AT-11, owned by the North American citizen Donald B. Sittman, which plane has the following specifications: U.S. Airworthiness certificate serial no. 3229, licence No. 62497, engines R985 - AN1 Nos. JP-202961 and JP-208820 with constant pitch propellers, ADF radio equipment ARN7, VHF ARC3, HF- 5 channels, extra gasoline tank holding 56 gallons, double instrument panel, four interior seats for passengers.

signed: H. Siles Zuazo
M. Diez de Medina
E. Hinojosa

True copy of the original:

Enrique Rojas Retor
Inspectorate General of the
Bolivian Air Forces

Resumé from the Spanish. Ej.
General Services Division.
MS-120. August 11, 1959

MINISTRY OF NATIONAL DEFENCE
Air Force
La Paz, Bolivia

March 17, 1959

Donald B. Sittman
7731 SW 52 Curt
Miami, Florida, USA

Dear Sir:

The corresponding Supreme Resolution having been dictated, which authorizes the exchange of the bimotor amphybian Grumman for another bimotor Beechcraft, and since the legal documentation endorsing the exchange is sufficient, I will appreciate it if you would advise us by cable when the Beechcraft will be ready in Panama, so we can synchronize the trip of the Grumman and the corresponding pick-up of the Beechcraft.

On the other hand the Grumman is already being readied and its operation is authorized by the Air Force.

I remain,

Yours truly,

Col. Commander of the Air Force

Col. Javier Cerruto Calderón

Trans. from Spanish. Ej.
General Services Division.
ES-120. August 11, 1959

MINISTRY OF NATIONAL DEFENSE
Air Force
La Paz, Bolivia

March 26, 1959

Mr. Donald B. Sitman
Panama

Dear Sir:

Confirming all my previous communications, I am pleased to present for your consideration Captain Hugo Sanzetenea of the Air Force of my country, who has been commissioned to fly and hand over the Grumman JRF-6B, serial no. 75-7661. He will be accompanied by Rene Mollinedo, a mechanic.

I hope the airplane will be in perfect condition and to your pleasure. The pilot is bringing the Supreme Resolution which authorizes the exchange of the aircraft and unfortunately we cannot send you further documentation on the Grumman for the reasons that Captain Sanzetenea will explain in person.

Likewise the Bill of Sale has been filled out which, with other documents which Captain Sanzetenea has will be turned over to you personally.

Furthermore, I hope that the AT-11 Beechcraft will be handed over to the pilot in the best conditions possibles, so it can be flown back to Bolivia with no set-back.

I remain,

Yours truly,

Col. Commanderof the Air Force

Col. Javier Cerruto Calderón

Trans. from Spanish. Ej.
General Services Division.
MS-120. August 11, 1959

N5548A

1-6

RESOLUCION SUPREMA No. 82117

La Paz, 9 de Marzo de 1959

VISTOS Y CONSIDERANDO:

Que, es necesario mejorar la dotación del material aéreo de la Fuerza Aérea mediante adquisiciones o cambios de sus medios aéreos existentes con otros de iguales o mejores caracteristicas y performances.

Que, en el Comando de la Fuerza Aérea cursan propuestas favorables de permuta entre el avión anfibio "Grumman Goose" por un avión "Beechcraft" AT-11 cuyo coeficiente de rendimiento de vuelo permite mejores posibilidades operativas, en comparación con el anfibio "Grumman" que por su estructura aerodinámica no se adapta a las especiales condiciones geográficas del territorio.

Que, criterios técnicos aconsejan uniformar los tipos de aviones "Beechcraft" en actual dotación, por las facilidades de repuestos y personal especializado en mantenimiento con que cuenta la Fuerza Aérea.

SE RESUELVE:

Autorízase al Comando de la Fuerza Aérea para que pueda efectuar la permuta del avión "GRUMMAN GOESE" de propiedad de la Fuerza Aérea, por un avión "BEECHCRAFT" AT-11 de propiedad del ciudadano norteamericano Donald B. Sittner, con las especificaciones siguientes: Certificado de aeronavegabilidad de la aviación civil de los EE. UU. Serie No. 3229, licencia No. 62497, motores R985 - AN1 Nos. JP-202[illegible] y JP-206820 con hélices a velocidad constante, equipo de radio ADF - ARN7. VHF -ARC3. HF - 5 canales, tanque de gasolina extra de 56 galones, doble panel de instrumentos, cuatro asientos interiores para pasajeros.

(fdo) H. Siles Zuazo
(fdo) M. Diez de Medina
(fdo) E. Hinojosa

APS/err.-
24-II-59.-

ES COPIA FIEL DEL ORIGINAL.

Enrique Rojas Retor
Strio. Insp. Gral. FAB.

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

-3-

MINISTERIO DE DEFENSA NACIONAL
COMANDO DE LA FUERZA AEREA
LA PAZ - BOLIVIA

OFICIO

No.

La Paz, 17 de marzo de 19[illegible]

Director General

Director Sistema. Oral.

Al señor

DONALD B. SITTMAN
7731 SW 52 CURT

MIAMI-FLORIDA - U.S.A.

Señor:

Habiéndose dictado la correspondiente Resolución Suprema, que autoriza el cambio del avión bimotor anfibio "Grumman" por otro avión bimotor "Beechcraft", y siendo suficiente documento legal que respalda el mencionado cambio, agradeceré a Ud. comunicarnos por cable cuando lo tendrán listo el "Beechcraft" en Panamá, a fin de poder sincronizar el viaje del avión "Grumman" y el correspondiente recojo del "Beechcraft".

Por otra parte, el "Grumman" ya está siendo alistado y su operación se halle autorizada por el Comando de la Fuerza Aérea.

Con este motivo, reitero a Ud., las seguridades de mi consideración personal y distinguida.

CNL., COMANDANTE DE LA FUERZA AEREA

Fdo. Javier Serrate Valdez

[illegible]

[illegible]

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-85

MINISTERIO DE DEFENSA NACIONAL
COMANDO DE LA FUERZA AEREA
LA PAZ - BOLIVIA

No

OFICIO

La Paz, 26 de Marzo de 1958.

Dirección General

Dirección Estratégica

AL SEÑOR
RONALD D. SITTMAN
PANAMA.

Señor:

Confirmando todas mis anteriores comunicaciones, tengo el agrado de presentar a sus consideraciones al señor Capitán Hugo Sanzetenea de la Fuerza Aérea de mi país, quien ha sido comisionado para conducir y entregar el avión "Grumman" [illegible] Serie 75-7681. Viaja acompañado del Sof. Mecánico René Mollinedo.

Espero que el avión esté en perfectas condiciones y sea del agrado de Uds. El piloto lleva la Resolución Suprema autorizando el cambio de ambos aviones y sensiblemente no se puede enviarle mayor documentación sobre el "Grumman" por motivos que el Cap. Sanzetenea le explicará personalmente.

Tambien ha sido llenado el "Bill Of Sale" el mismo que con otros documentos que lleva el Capt. Sanzetenea será entregado personalmente a Uds.

Asimismo, espero que el AT-11 "Beechcraft" sea entregado al piloto en las mejores condiciones posibles, a fin de que sea conducido hasta Bolivia sin ningún contratiempo.

Sin otro particular, aprovecho la oportunidad para reiterar a Ud., las seguridades de mi consideración distinguida.

CNL., COMANDANTE DE LA FUERZA AEREA.

Cnl. Javier Cerruto Calderón.

JCC/RPTA

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 9-26-68