



U.S. Department
of Transportation

**Federal Aviation
Administration**

Flight Standards Service
Civil Aviation Registry

P.O. Box 25504
Oklahoma City, Oklahoma 73125-0504
(405) 954-3116
WEB Address: <http://registry.faa.gov>

February 12, 2002

DEAN H FRANKLIN AVIATION ENT INC
ATTN: JEANNE FRANKLIN
7530 MIAMI VIEW DR
N BAY VILLAGE FL 33141
|||||

Records maintained in the Aircraft Registration Branch, AFS-750, indicate that you are the current registered owner of Grumman G-21A, serial number B88, N79914. Your mailing address is shown as 3402 SW 9th Ave, Ft. Lauderdale, Florida.

Pursuant to 14 CFR, Section 47.51, a Triennial Aircraft Registration Report, AC Form 8050-73, is forwarded to the holder of a Certificate of Aircraft Registration whenever 36 months has expired since the last registration activity. A Triennial Aircraft Registration Report for the above described aircraft was returned by the Post Office as undeliverable.

The Registry is attempting to obtain current address information for aircraft which according to our records have been inactive for several years. If your address has changed, or if there have been other changes, please sign and check the appropriate box below, and return this letter to the Aircraft Registration Branch, AFS-750, PO Box 25504, Oklahoma City, OK 73125.

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

Sincerely,

Michael Longstreath
Legal Instruments Examiner
Aircraft Registration Branch


- ☐ My correct mailing address is shown below. (If the mailing address is a post office box, a street address, physical address, or a diagram of the residence location should also be shown in the space provided below, in accordance with the October 20, 1994, notice published in the Federal Register.)
- ☐ I/We no longer own this aircraft. The new owner's name and mailing address are provided below.
- ☐ I/We request cancellation of registration of the above aircraft for the reason below: i.e., the aircraft has been destroyed, scrapped, exported, etc. If the reason for cancellation is for export, the name of the country should also be shown and all co-owners must sign.

Signature of Registered Owner

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



DEREGISTRATION OF UNITED STATES CIVIL AIRCRAFT

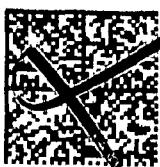
U.S. Registration N-79914	Temp Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	I.R. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Manufacturer GRUMMAN	Model G-21A	Serial Number B88
Last Registered Owner <u>DEAN H FRANKLIN AVIATION ENT INC</u>					
GENEVA CONVENTION – Lien/Lease Information on File					
<input type="checkbox"/> None					
<input type="checkbox"/> Lien	Conveyance No. _____	Lien holder: _____			
<input type="checkbox"/> Lien	Conveyance No. _____	Lien holder: _____			
<input type="checkbox"/> Lease	Conveyance No. _____	Lessee: _____			
<input type="checkbox"/> Lease	Conveyance No. _____	Lessee: _____			
CAPE TOWN TREATY - Lien Information on File					
<input type="checkbox"/> Written certification was received from IDERA authorized party that all registered interests ranking in priority to authorized party have been discharged or the holders of such interests have consented to the export. Conveyance No. _____ IDERA Authorized Party: _____					
<input type="checkbox"/> Written certification was received from the owner that all outstanding interests in the FAA aircraft record have been discharged or the holders of such interests have consented to the export. <input type="checkbox"/> None					
<input type="checkbox"/> Lien	Conveyance No. _____	Lien holder: _____			
<input type="checkbox"/> Lien	Conveyance No. _____	Lien holder: _____			
<input type="checkbox"/> Lease	Conveyance No. _____	Lessee: _____			
<input type="checkbox"/> Lease	Conveyance No. _____	Lessee: _____			
The above registration is to be cancelled for the reason checked below:					
<input checked="" type="checkbox"/> Expired <input type="checkbox"/> Exported to: _____					
<input type="checkbox"/> Totally destroyed or scrapped					
<input type="checkbox"/> At the request of: <input type="checkbox"/> Registrant <input type="checkbox"/> Owner <input type="checkbox"/> IDERA Authorized Party (Export only)					
<input type="checkbox"/> Other (<i>Specify</i>) _____					
Official approving the cancellation: Name: JINNY ROSALES			TIME:	DATE: May 13, 2013	
CONFIRM TO: _____ FOREIGN MARKINGS: _____			COPY TO: <input type="checkbox"/> WIRE <input type="checkbox"/> MAIL		
The above registration has been cancelled and records adjusted accordingly.					DATE: May 13, 2013

Accepted JR May/13/2013

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

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

**PRESORTED
FIRST CLASS**



02 1M
0004236911
MAY 04 2011
MAILED FROM ZIP CODE 73169
\$ 00.414

NIXIE 330 DE 1 00 03/14/11

RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD

BC: 73125050404 *1587-00458-14-34

DD*KN11 73312500504

|||||

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2011 MAY 19 PM 12 17
OKLAHOMA CITY
OKLAHOMA

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

Aircraft Registration EXPIRED • N-number Pending Cancellation

U.S. Registration Number N79914	Aircraft Manufacturer and Model G-21A GRUMMAN	Aircraft Serial No. B88
-------------------------------------------	---------------------------------------------------------	-----------------------------------

REGISTRATION MAILING ADDRESS
DEAN H FRANKLIN AVIATION ENT INC
3402 SW 9TH AVE
FT LAUDERDALE, FL 33315

PHYSICAL LOCATION OF HOME OR OFFICE
N/A

May 2, 2011

Dear Aircraft Owner:

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

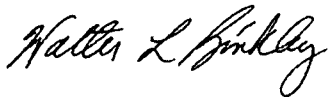
The registration of the aircraft shown above expired on March 31, 2011. The aircraft's registration and airworthiness certificates no longer support operation of the aircraft. The assigned N-number is no longer authorized for use and cancellation of its assignment to this aircraft is scheduled for 60 days from the date of this notice.

The aircraft owner may reserve the N-number in their name prior to cancellation by sending a request to both cancel and reserve the N-number with the \$10 reservation fee to the Registry. If no request is made, the N-number will be cancelled and designated as unavailable for the next five years.

The owner of an aircraft may apply for registration in accord with §47.31(a) at any time by filing an Aircraft Registration Application, AC Form 8050-1, evidence of ownership (unless it is already on file at the Registry), and the \$5 registration fee. Please note, if application for registration is made or processed after the aircraft's N-number has been cancelled the temporary (pink copy) operation authority provided for in §47.31(c) is unavailable because no N-number is assigned to the aircraft.

If you have any questions, please let us know.

Sincerely,



Walter Binkley, Manager
Aircraft Registration Branch

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

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

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

AFS-750-REREG-18 (09/10)

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

Aircraft Registration EXPIRED • N-number Pending Cancellation

U.S. Registration Number N79914	Aircraft Manufacturer and Model G-21A GRUMMAN	Aircraft Serial No. B88
-------------------------------------------	---------------------------------------------------------	-----------------------------------

REGISTRATION MAILING ADDRESS
DEAN H FRANKLIN AVIATION ENT INC
3402 SW 9TH AVE
FT LAUDERDALE, FL 33315

PHYSICAL LOCATION OF HOME OR OFFICE
N/A

May 2, 2011

Dear Aircraft Owner:

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


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AFS-750-REREG-18 (09/10)

Accepted JR May/13/2013

U. S. Department
of Transportation

**Federal Aviation
Administration**

Civil Aviation Registry
Aircraft Registration Branch (AFS-750)
PO Box 25504

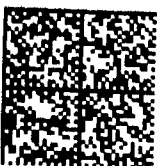
Oklahoma City, OK 73125-0504

OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE \$300

AC Form 1360-42(5/01)(NSN 0052-00-578-0002)

PRESORTED
FIRST CLASS



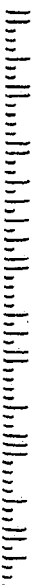
UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004234213 FEB08 2011
\$00.414
MAILED FROM ZIP CODE 73169

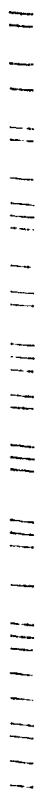
NIXIE 330 DE 1 00 02/18/11

RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD

BC: 73125050404 *1587-06537-18-41

RD*KNY 31 33315
731250504





FILED WITH
AIRCRAFT REGISTRATION
2011 FEB 24 PM 9 00
OKLAHOMA
OKLAHOMA

FINAL NOTICE: EXPIRATION OF AIRCRAFT REGISTRATION

U.S. Registration Number

N79914

Aircraft Manufacturer and Model

G-21A GRUMMAN

Aircraft Serial No.

B88

REGISTRATION MAILING ADDRESS

DEAN H FRANKLIN AVIATION ENT INC
3402 SW 9TH AVE
FT LAUDERDALE, FL 33315

PHYSICAL LOCATION OF HOME OR OFFICE

N/A

February 3, 2011

Dear Aircraft Owner:

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

The expiration date for the aircraft shown above is March 31, 2011. After this date, the aircraft's registration certificate will no longer support operation of the aircraft and the assigned N-number will no longer be authorized for use.

RE-REGISTRATION INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

FINAL NOTICE: EXPIRATION OF AIRCRAFT REGISTRATION

U.S. Registration Number N79914	Aircraft Manufacturer and Model G-21A GRUMMAN	Aircraft Serial No. B88
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REGISTRATION MAILING ADDRESS
DEAN H FRANKLIN AVIATION ENT INC
3402 SW 9TH AVE
FT LAUDERDALE, FL 33315

PHYSICAL LOCATION OF HOME OR OFFICE
N/A

February 3, 2011

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

U.S. Department of Transportation

Accepted JR May/13/2013

**Federal Aviation
Administration**

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

PRESORTED
FIRST CLASS



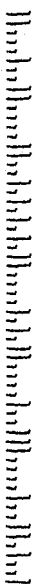
UNITED STATES POSTAGE
PITNEY BOWES
02 1M \$00.414
0004257799 OCT 13 2010
MAILED FROM ZIP CODE 73169

NIXIE 300 DE 1 00 10/22/10

RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD

EC: 73125050404 *1487-08412-22-41

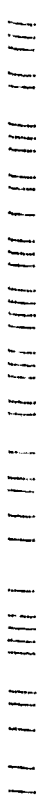
1D4KN11 33315
731250504



FILED IN FAA
AIR CARRIER REGISTRATION

2010 OCT 27 AM 11 22

OKL. H. H. CITY
OKL. T. CHA



NOTICE: EXPIRATION OF AIRCRAFT REGISTRATION

U.S. Registration Number N79914	Aircraft Manufacturer and Model GRUMMAN G-21A	Aircraft Serial No. B88
-------------------------------------------	---------------------------------------------------------	-----------------------------------

REGISTRATION MAILING ADDRESS
DEAN H FRANKLIN AVIATION ENT INC
3402 SW 9TH AVE
FT LAUDERDALE, FL 33315

PHYSICAL LOCATION OF HOME OR OFFICE
N/A

October 1, 2010

Dear Aircraft Owner:

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

The expiration date for the aircraft shown above is March 31, 2011. To ensure continuous registration and operation of this aircraft, the owner must file an Aircraft Re-Registration Application, AC Form 8050-1A, with the \$5.00 re-registration fee, before January 31, 2011. You are cautioned that failure to maintain valid aircraft registration will result in the airworthiness certificate becoming ineffective.

RE-REGISTRATION INSTRUCTIONS

ONLINE RE-REGISTRATION CODE: [REDACTED]

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

1. You may use the online re-registration code provided above to re-register this aircraft at our web site. This online option is available only until the file-before date shown above. Successful online payment of the \$5.00 fee is required to complete the online re-registration process. Or, you may;
2. Complete the Aircraft Re-Registration Application on our web site, print it, sign it, and mail it with the \$5.00 fee to the FAA Aircraft Registration Branch (Registry) at the address shown below. The Registry will also mail a form to the owner upon receipt of a request by telephone, FAX, or letter.

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

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

EXPIRED AIRCRAFT: When aircraft registration is allowed to expire, the assigned N-number is no longer authorized for use and will be scheduled for cancellation. Before cancellation, the aircraft owner may ask to reserve the N-number in his name by submitting a request and the \$10 reservation fee to the Registry. If no request is made, the N-number will be cancelled and designated as unavailable for the next five years.

FEE PAYMENT: By mail send check or money order payable to the Federal Aviation Administration.

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

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

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

A MEMORANDUM TO FILE FOLDER HAS BEEN IMAGED

This aircraft record was sent to imaging without ever having been a microfiche. It went directly to imaging in its paper form. The pages on the registration side of the record are not numbered and family groupings are not identified.

In the imaging system, the registration side will be identified as a single document under the Document Type of ZRL, Converted Registration/Lien, the airworthiness side under ZAW, Converted Airworthiness, and the suspense documents are identified under ZSS.

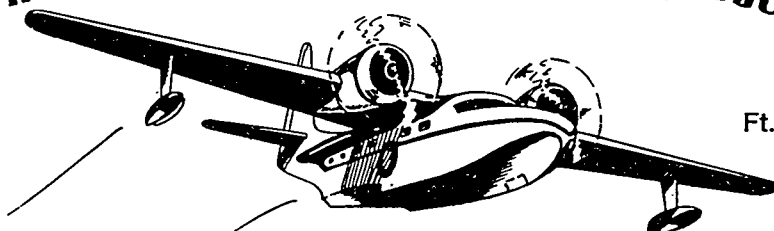
Documents below this memorandum have been imaged and cannot be moved, removed, or changed.



Dean H. Franklin Aviation Enterprises, Inc.

3402 S.W. 9th Avenue

Ft. Lauderdale, Florida 33315



FT. LAUDERDALE INTERNATIONAL AIRPORT

File MAY 20 '95

F.A.A. AIRCRAFT REGISTRY
P.O. BOX 25504
OKLAHOMA CITY, OK 71325

MARCH 28, 1995

Dear Sir Or Madam:

Please be advised that we are currently located in Fort Lauderdale and the following registrations are here in our offices.

- | | |
|------------|----------|
| 1. N/3010 | SN/ J-43 |
| 2. N/7306 | SN/ J-6 |
| 3. N/79914 | SN/ B-88 |
| 4. N/28369 | SN/ 1149 |
| 5. N/328 | SN/ 1053 |
| 6. N2003 | SN B-141 |

Thank you for your time and consideration.

Sincerely,

Jeanne Franklin
Jeanne Franklin, President

JF/am

Enclosure (2)

1
The first part of the report
concerns the general situation
of the country and the
state of the economy.

The second part of the report
deals with the specific
aspects of the problem
and the measures taken
to solve it.

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

CERT. ISSUE DATE

U MAR 20 '92

UNITED STATES
REGISTRATION NUMBER N 79914AIRCRAFT MANUFACTURER & MODEL
Grumman G-21AAIRCRAFT SERIAL No.
B-88

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.)

Dean H. Franklin Aviation Enterprises, Inc.

TELEPHONE NUMBER: ()

ADDRESS (Permanent mailing address for first applicant listed.)

4041 NW 25th Street

Number and street:

Rural Route:

P.O. Box:

CITY

Miami

STATE

FL

ZIP CODE

33142

- ☐
- 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 DEAN H FRANKLIN	TITLE	DATE
	SIGNATURE <i>Dean H Franklin</i>	TITLE President	DATE 3/13/92
	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.

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
92 MAR 16 AM 9 41
OKLAHOMA CITY
OKLAHOMA

UNITED STATES OF AMERICA
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 DES-
CRIBED AS FOLLOWS:UNITED STATES
REGISTRATION NUMBER **N** 79914

AIRCRAFT MANUFACTURER & MODEL

Grumman G21 A

AIRCRAFT SERIAL No.

B-88

DOES THIS 1st DAY OF Oct 1983

HEREBY SELL, GRANT, TRANSFER AND

DELIVER ALL RIGHTS, TITLE, AND INTERESTS,

IN AND TO SUCH AIRCRAFT UNTO:

U 59991
CONVEYANCE
RECORDED

MAR 20

Do Not Write In This Block
FOR FILING ONLY

NAME AND ADDRESS

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

PURCHASER
Dean H. Franklin Aviation Enterprises, Inc.
4041 Nw 25th Street
Miami, FL 33142
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

NAME (S) OF SELLER
(TYPED OR PRINTED)Antilles Air
Boats, Inc.

SIGNATURE (S)

(IN INK) IF EXECUTED
FOR CO-OWNER(S), ALL MUST
SIGN.

And G. Bowden

TITLE

(TYPED OR PRINTED)

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

REGSTR CD 5.00

3630 001 3/16/92

ORIGINAL: TO FAA

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CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
92 MAR 16 AM 9 41
OKLAHOMA CITY
OKLAHOMA

0000001882

OB No. G4-R0169 Approval Expires Oct. 1977



AIRCRAFT OWNERS & PILOTS ASSOCIATION

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

W-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 ATTACHMENT

FAA Registration Number
SEE ATTACHMENT

Aircraft Serial Number
SEE ATTACHMENT

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

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The conveyance dated: NOVEMBER 26, 1969, was executed by: ANTILLES

AIR BOATS INC.

to BARCLAYS BANK D.C.O.

and assigned to:

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)

TITLE:

Acknowledgment (If required by Applicable Local Law)



APPENDIX A

1. Eleven Airplanes

<u>Manufacturer of Airplane</u>	<u>Model Designation of Airplane</u>	<u>Federal Aviation Agency's Number of Airplane</u>	<u>Manufacturer's Serial Number of Airplane</u>
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

<u>Manufacturer of Engine</u>	<u>Model Designation of Engine</u>	<u>Manufacturer's Serial Number of Engine</u>
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

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DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

MAY 21, 1982

MIKE MONRONEY AERONAUTICAL CENTER
P.O. Box 25082
OKLAHOMA CITY, OKLAHOMA 73125



CERTIFIED - RETURN RECEIPT REQUESTED

REINSTATED
MAR 20 1992

ANTILLES AIR BOATS INC
WEST SEAPLANE RAMP
CHRISTIANSTED ST C, VI 00820

N-79914

CERTIFICATE REVOKED

ORDER OF REVOCATION

It appears to the Administrator of the Federal Aviation Administration (FAA), acting by and through his Aeronautical Center Counsel as authorized by Section 13.19(b) of the Federal Aviation Regulations, that on the basis of all of the available information, you violated the Federal Aviation Regulation hereinafter enumerated in the following respect:

a. The official records of the FAA Aircraft Registration Branch show you hold the Certificate of Aircraft Registration for civil aircraft N-79914

b. As certificate holder, you failed to execute and submit to the FAA Aircraft Registration Branch a "Triennial Aircraft Registration Report" within 60 days after its issuance to you.

By reason of the foregoing facts and circumstances, you violated Section 47.51 of the Federal Aviation Regulations in that you failed to submit the required report within the time prescribed by that section.

NOW THEREFORE IT IS ORDERED, pursuant to Section 501(e) of the Federal Aviation Act of 1958, as amended, that the Certificate of Aircraft Registration issued in your name for the above described civil aircraft be revoked, effective the date of this Order. You are, therefore, requested to surrender such certificate by mailing it to the Aeronautical Center Counsel (AAC-7), P.O. Box 25082, Oklahoma City, Oklahoma 73125.

Joseph T. Brennan

JOSEPH T. BRENNAN
Aeronautical Center Counsel

100



DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

FORM APPROVED: OMB No. 04-R0189

CONVEYANCE RECORDATION NOTICE AND RELEASE	
FAA REGISTRATION NUMBER N79914	AIRCRAFT MFR. (BUILDER) and MODEL
AIRCRAFT SERIAL NUMBER B88	Grunman G-21A
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.	

JUL 21 1 28 PM '83

FEDERAL
AVIATION
ADMINISTRATION

Do Not Write In This Block
FOR FAA USE ONLY

CONVEYANCE DATED: 2-21-79 RECORDED ON: 4-5-79 CONVEYANCE NUMBER: K19393

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. Gernsey

TITLE Vice President

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.

(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).

ACKNOWLEDGMENT (If Required By Applicable Local Law)

SUBMITTED BY I. A. T. S.

OKLAHOMA CITY
MAY 12 11 58 AM '83
FEDERAL REGISTER
U.S. DEPARTMENT OF JUSTICE

AIRCRAFT CHATTEL MORTGAGE

This Mortgage, made this 2nd day of March, 1979 by and between 0000000654

*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 000
hereinafter called the MORTGAGOR, and
RESORTS INTERNATIONAL, INC., a Delaware corporation,

CONVEYANCE
RECORDED
APR 5 9 03 AM '79
FEDERAL AVIATION
ADMINISTRATION

K 19393

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

SEE RECORDED
CONVEYANCE
NUMBER 11-71689
PAGE #
FICHE #

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-79914

Manufacturer's serial number B88

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.

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
per annum equal to 2% greater than the prime rate of interest charged by Citibank, N.A.,
rate of / ~~XXXXXXXXXXXXXXXXXXXX~~ payable ~~in installments as follows~~ on the 25th day of each
month, commencing November 25, 1978:

The principal ~~XXXXXXXXXX~~ 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

~~The~~ payment of \$72,000 ~~is~~ 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.

Provided, however, that if the mortgagor, his heirs, administrators, successors, or assigns shall pay said note and the interest thereon 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.

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SUBMITTED BY
AERO TITLE CLEARING SERVICE

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

0000000655
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) [Signature]
(If executed for co-ownership, all must sign)

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

ACKNOWLEDGMENT BY MORTGAGOR

State of Florida
County of Dade
(SEAL)

On this 21 day of March, 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.

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

My commission expires _____

[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))

SUBMITTED BY
AERO-TITLE CLEARING SERVICE

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

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

FORM APPROVED: OMB No. 04-R0169

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CONVEYANCE RECORDATION NOTICE AND RELEASE	
FAA REGISTRATION NUMBER N79914	AIRCRAFT MFR. (BUILDER) and MODEL Grumman G-21A
AIRCRAFT SERIAL NUMBER B88	
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. Veterans Drive St. Thomas, Virgin Islands 00801	
NAME (last name first) OF SECURED PARTY'S ASSIGNOR (if assigned)	
NAME (last name first) OF DEBTOR Antilles Air Boats, Inc.	

JUL 21 1 23 PM '83

FEDERAL
ADMINISTRATION

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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, CRANTED, 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

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)

(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).

SUBMITTED BY J A T S,

OKLAHOMA
OKLAHOMA CITY
MAY 12 11 59 AM '83
FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE

AIRCRAFT CHATTEL MORTGAGE

This mortgage, made this 11th day of May, 1978 by and between ANTILLES AIRBOATS, INC.

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0000001411

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,

WITNESSETH: That the said mortgagor, being justly indebted unto the said mortgagee in the sum of One Hundred Twenty Thousand dollars (\$120,000.00) as evidenced by a promissory note referred to herein, has bargained, 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.

FEDERAL AVIATION
ADMINISTRATION
JUL 6 6 15 AM '78
CONVEYANCE
RECORDED

S 0 7 2 4

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 471688
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 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. 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. The principal and interest of said note is payable in installments of \$3,334.00 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 Administration

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) _____
(If executed for co-ownership, all must sign)

Title 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 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]
(Signature of notary public (In Ink))

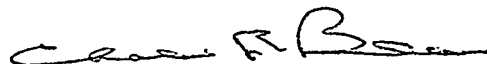
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EXHIBIT A

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

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

ANTILLES AIRBOATS INC.



President

MAY 18 12 23 PM '78 JUN 19 11 26 AM '78

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AIRCRAFT REGISTRY
AIRCRAFT REGISTRY

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
CROSS-REFERENCE—RECORDATION

SEE CONVEYANCE NO. U-71687

FILING DATE: 5-12-83

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

TYPE OF CONVEYANCE

Chattel Mortgage

DATE EXECUTED

10-12-77

FROM

Antilles Airboats, Inc

DOCUMENT NO.

D 13001

TO OR ASSIGNED TO

First Pennsylvania Bank NA

DATE RECORDED

12-13-77

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

AIRCRAFT (List by registration number)

TOTAL NUMBER INVOLVED 14

N 2003
N 7777Y
N 8777A
N 4762C
N 79901
N 79914
N 48550
N 74588
N 323
N 1048V
N 74676
N 28369
N 7356
N 3385F

ENGINES

TOTAL NUMBER INVOLVED

MAKE(S)

SERIAL
NO.

PROPELLERS

TOTAL NUMBER INVOLVED

MAKE(S)

SERIAL
NO.

SPARE PARTS - LOCATIONS

TOTAL NUMBER INVOLVED

LOCATION

RECORDED CONVEYANCE FILED IN:

N 2003

5-1-4

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

FORM APPROVED: OMB No. 04-R0189

CONVEYANCE RECORDATION NOTICE AND RELEASE	
FAA REGISTRATION NUMBER N79914	AIRCRAFT MFR. (BUILDER) and MODEL Grumman G-21A
AIRCRAFT SERIAL NUMBER B88	
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.	

00000701238

CONFERENCE
ROOM

JUL 21 11 27 PM '83

FEDERAL
AVIATION
ADMINISTRATION

Do Not Write In This Block
FOR FAA USE ONLY

CONVEYANCE DATED: 3-15-77 RECORDED ON: 3-29-77 CONVEYANCE NUMBER: A65433

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

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):

(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).

SUBMITTED BY I. A. T. S.

RECEIVED
FEDERAL BUREAU OF INVESTIGATION
U. S. DEPARTMENT OF JUSTICE
MAY 12 11 53 AM '83
WASHINGTON, D. C.
ONLY PHOENIX

FEDERAL AVIATION AGENCY

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

GPO 888883

Remove this stub before reproduction

Form FAA-905 (1-60)

AIRCRAFT CHATTEL MORTGAGE

This mortgage, made this 15th day of March, 1977 by and between ANTILLES AIRBOATS, INC.

Seaplane Ramp
Veterans' Drive

whose address is (Number, street, city, zone, and State) St. Thomas, Virgin Islands

hereinafter called the MORTGAGOR, and First Pennsylvania Bank, N.A.

P. O. Box #1737

whose address is (Number, street, city, zone, and State) Charlotte Amalie, St. Thomas, Virgin Islands

hereinafter called the MORTGAGEE,

WITNESSETH: That the said mortgagor, being justly indebted unto the said mortgagee in the sum of Five hundred Twenty-Four thousand NO/1000llars (\$524,000.00) 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-21 A

FAA registration number N79914

Manufacturer's serial number B88

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

Spare parts and equipment used in the operation of the above.

SEE RECORDED
CONVEYANCE
NUMBER 1171686
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 March 15, 1977-executed by the mortgagor and payable to the order of First Pennsylvania

Bank, N.A. in the aggregate principal sum of \$ 524,000.00 with interest thereon at the

Two percent over First Pennsylvania Bank's
rate of moving prime per centum per annum, from date, payable in installments as follows:

The principal and interest of said note is payable in 47 successive installments of \$ 10,916.00+ Interest each on the 1st day and 48th successive payment of \$10,948.00 plus interest of each successive month beginning with the First day of April 1977

The last payment of \$10,948.00 is due on the First day of March 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.

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.

MAR 22 9 17 8 30005 002A

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 E. Bean
(If executed for co-ownership, all must sign)

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

ACKNOWLEDGMENT BY MORTGAGOR

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

On this 15th day of March, 1977, 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 _____

Sandra Oajel
(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 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.)

to do every act, and thing necessary to

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 _____

NOTARY PUBLIC
(Signature of notary public (in ink))

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

FORM APPROVED: OMB No. 04-R0169

CONVEYANCE RECORDATION NOTICE AND RELEASE	
FAA REGISTRATION NUMBER N79914	AIRCRAFT MFR. (BUILDER) and MODEL Grumman G-21A
AIRCRAFT SERIAL NUMBER B88	
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 Rey, Puerto Rico	
NAME (last name first) OF SECURED PARTY'S ASSIGNOR (if assigned)	
NAME (last name first) OF DEBTOR Antilles Air Boats, Inc.	

JUL 21 1 27 PM '83

FEDERAL
AVIATION
ADMINISTRATION

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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

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)

(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).

SUBMITTED BY I. A. T. S.

RECEIVED
FBI - OKLAHOMA
MAY 12 11 50 AM '83
OKLAHOMA CITY
OKLAHOMA

This mortgage was made and entered into this 12th day of August, 1975, by and between Antilles Air Beats, Inc., whose address is 255 Ponce de Leon Ave., San Juan, P.R. 00909, (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., San Juan, P.R. 00909.

Whereas, that for the consideration hereinafter stated, receipt of 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:

NAME	MODEL	SERIAL NUMBER	REGISTRATION NO.
1. Grumman	G-21A	75-7061	N5540A
2. "	"	B-141	N2003
3. "	"	B-111	N7777V
4. "	"	1132	N8777A
5. "	"	B-63	N7955E
6. "	"	B-88	N79920
7. "	"	1061	N79920
8. "	"	B-60	N79920
9. "	"	1053	N79920

SEE RECORDED
CONVEYANCE
NUMBER 1171685
PAGE #

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 whatsoever.

This instrument is given to secure the payment of a promissory note dated August 12, 1975, in the principal sum of \$65,000.00, signed by Brian J. Lippold, Vice-President, on behalf of Antilles Air Beats, Inc., with interest thereon at the rate of five percent (5%) interest due payable in fifteen (15) years, to be paid in one hundred seventy-six (176) installments of \$830.00, principal and interest due payable in fifteen (15) years beginning five (5) months from the date of note.

1. The mortgagor covenants and agrees as follows:

- He will promptly pay the indebtedness evidenced by said promissory note in the manner therein provided.
- He will pay all taxes, assessments, and other governmental or municipal charges, fines, or impositions, for which provision has not been made herebefore and will promptly deliver the official receipts therefor to the said mortgagee.
- 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 necessarily incurred in any other way shall be paid by the mortgagor.

Orig. Retd

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OKLAHOMA CITY, OKLA.
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FAA AIRCRAFT REGISTRY

d. For the better security of the indebtedness hereby secured, upon the request of the mortgagee, the mortgagor 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, mortgagee 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 such 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 or 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 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.

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 its 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 after default as security for the indebtedness secured hereby, with the right to enter

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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 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 appraisal (the mortgagor having waived and assigned to the mortgagee all rights of appraisal):

(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 of four weeks in a newspaper published or 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 the 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 entire indebtedness secured by this instrument and evidenced by said promissory note, the mortgagor will be entitled to a deficiency judgment for the amount of the deficiency which would be due to appraisal.

6. In the event the mortgagor fails to pay any Federal, state, or local tax, or any other lien, charge, fee, or other expense charged against the property, the mortgagee is hereby authorized at his option to pay the same. Any sum 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 and discharge all taxes and liens and the costs, fees, and expenses incurred in executing this mortgage, then this mortgage shall be considered satisfied.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the mortgagee and assigns of the parties hereto. Whichever word, "he" or "she" shall include the plural, the plural the singular, and the two of any gender.

MICRO

8. The 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, Christiansburg, Virginia----- 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

Brian J. Lincoln

Vice President

Executed and delivered in the presence of the following witnesses:

Alexander M. Link

WITNESS

Antonio J. Negroni

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

ANTONIO J. NEGRONI
Attorney Advisor

RECEIVED

AUG 13 1975

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DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

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FORM APPROVED: OMB No. 04-R0169

U 71684

COMM. USE
FED. AER. ADMIN.

JUL 21 1 27 PM '83

FEDERAL
AVIATION
ADMINISTRATION

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CONVEYANCE RECORDATION NOTICE AND RELEASE	
FAA REGISTRATION NUMBER N79914	AIRCRAFT MFR. (BUILDER) and MODEL Grumman G-21A
AIRCRAFT SERIAL NUMBER B88	
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 Virgin Islands National Bank Veterans Bank St. Thomas, U.S. Virgin Islands 00801	
NAME (last name-first) OF SECURED PARTY'S ASSIGNOR (if assigned)	
NAME (last name-first) OF DEBTOR Antilles Air Boats, Inc.	

CONVEYANCE DATED: 9-6-72 RECORDED ON: 10-30-72 CONVEYANCE NUMBER: E90825

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 1, 1983
Virgin Islands National Bank, n/n/a
First Pennsylvania Bank, N.A.

(Name of security holder)

SIGNATURE (in ink) Ronald W. Simmons

TITLE Senior Commercial Officer

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)

(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).

SUBMITTED BY I. A. T. S.

RECEIVED
MAY 12 11 58 AM '83
U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D.C. 20535

AIRCRAFT CHATTEL MORTGAGE

This mortgage, made this 6th day of September, 19 72 by and between ANTILLES AIRBOATS INC

E 9 0 8 2 5

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

VIRGIN ISLANDS NATIONAL BANK

whose address is (Number, street, city, zone, and State) VETERANS DRIVE, ST. THOMAS, U.S.V.I. 00801

hereinafter called the MORTGAGEE,

CONVEYANCE
RECORDED

OCT 30 11 39 AM '72

FEDERAL AVIATION
ADMINISTRATION

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 78904D

SEE RECORDED
CONVEYANCE

Manufacturer's serial number B 88

NUMBER 1171684
FICHE 3 PAGE 3

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.

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 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 per centum per annum, from date, payable in installments as follows:
PENCO Prime
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
Plus Interest
The last payment of \$ 4,700.00 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) Cesar R. Bean
(If executed for co-ownership, all must sign)

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

ACKNOWLEDGMENT BY MORTGAGOR

State of ST. THOMAS

County of VIRGIN ISLANDS
(SEAL)

On this 6th day of Sept., 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 Sept 30, 1972

(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 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))

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

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

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

2003
7777V
328
8777A
5548A
4762C
79901
79914

48550
5588V
5584V

ENGINES

TOTAL NUMBER INVOLVED

MAKE(S)

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
☐ LOCATION LISTED ABOVE

☐ ENGINE MAKE AND SERIAL NO. LISTED ABOVE
☐ PROPELLER MAKE AND SERIAL NO. LISTED ABOVE

ABOVE CONVEYANCE RELEASE NUMBER

N 86275

MICRO

L 120969

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

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION — FEDERAL AVIATION ADMINISTRATION

JUN 7 1977

APPLICATION FOR AIRCRAFT REGISTRATION

TYPE OF REGISTRATION (Check one box)

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

NATIONALITY AND
REGISTRATION MARKS

N 79914

AIRCRAFT MAKE AND MODEL

Grumman G-21A

AIRCRAFT SERIAL No.

B-88

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).)

ANTILLES AIR BOATS, INC.
SEAPLANE RAMP, VETERANS DRIVE

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

West Seaplane Ramp, Veterans Drive

CITY CHRISTIANSTED

St. Thomas
ST CROIX

COUNTY

STATE

U.S.V.I.

ZIP CODE

00801
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	TITLE	DATE
	SIGNATURE	TITLE	DATE

G. H. Sewell *asst Gen mgr* *7-5-69*

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.

MICRO

Jun 6 1969
2:30 pm

FFR

OKLAHOMA CITY, OKLA.

AUG 29 1 48 PM '69

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

AIRCRAFT BILL OF SALE

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

For and in consideration of \$100 & OVC 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

B88

NATIONALITY AND REGISTRATION MARKS

U.S.A. N-79914

does this 19th day of SEPT. 1969, hereby sell, grant, transfer and deliver all rights, title, and interests in and to such aircraft unto:

NAME AND ADDRESS

(If individual(s), give last name, first name, and middle initial)

Antilles Air Boats, Inc.
Veterans Drive
St. Thomas, U.S. Virgin Islands
00801

PURCHASER

MICROFILM CODE

1C

JC

CONVEYANCE
RECORDED
DEC 9 12 56 PM '69
FEDERAL AVIATION
ADMINISTRATION

L 0 4 9 8 3 8

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

NONE

AMOUNT

DATED

IN FAVOR OF

in testimony whereof we have set our hand and seal this 19th day of SEPTEMBER 1969.

SELLER

NAME(S)
(TYPED OR PRINTED)

ALASKA AIRLINES, INC.

SIGNATURE(S)
(IN INK.) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)

By:

O. F. Benecke

TITLE
(IF SIGNED FOR A CORPORATION, PARTNERSHIP, OWNER, OR AGENT.)

V.P. - Properties

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

MICRO

NOTIFICATION
RECEIVED
DEC 2 15 20 1969
FBI

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY
DEC 5 3 42 PM '69
OKLAHOMA CITY, OKLA.

M APR 19 1968

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

FEDERAL AVIATION AGENCY

APPLICATION FOR AIRCRAFT REGISTRATION

TYPE OF REGISTRATION (Check one box)

☐ 1. Individual ☐ 2. Partnership ☒ 3. Corporation ☐ 4. Co-Owner ☐ 5. Government
NATIONALITY AND
REGISTRATION MARKS

N 79914

AIRCRAFT MAKE AND MODEL

GRUMMAN
G21-A

AIRCRAFT SERIAL No:

B-88

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).)

Alaska Airlines, Inc. *merged*

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

Seattle-Tacoma International Airport

CITY

Seattle

COUNTY

King

STATE

Washington

ZIP CODE

98158

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 Agency.

If executed for co-ownership all applicants must sign.

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.	SIGNATURE	TITLE	DATE
	SIGNATURE	TITLE	DATE
	SIGNATURE	TITLE	DATE

Signature: Peterson *Title: Exec Vice Pres Oprns & Maintenance* *Date: 4/11/68*

Signature: [illegible] *Title: [illegible]* *Date: [illegible]*

Signature: [illegible] *Title: [illegible]* *Date: [illegible]*

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

MICRO

OKLAHOMA CITY, OKLA.

Apr 19 2 47 PM '68

CONVEYANCE FILED WITH
FAA AIRCRAFT REGISTRY

FEDERAL AVIATION AGENCY
CROSS-REFERENCE—RECORDATION

(Space for release stamp)

47

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.

AIRCRAFT N~~o~~.....

TYPE OF CONVEYANCE *Articles of Merger & Certificate of Merger*

DATE EXECUTED
3/27/68

FROM *Alaska Coastal Airlines, Inc. into*

DOCUMENT NO.

TO OR ASSIGNED TO *Alaska Airlines, Inc.*

DATE RECORDED

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

AIRCRAFT (List by registration number)

TOTAL NUMBER INVOLVED:

ENGINES

TOTAL NUMBER INVOLVED

MAKE(S)

FAA FORM-506
FILED WITH

ENGINE
MAKE

SERIAL
NO.

PROPELLERS

TOTAL NUMBER INVOLVED

MAKE(S)

FAA FORM-506
FILED WITH

PROPELLER
MAKE

SERIAL
NO.

SPARE PARTS — LOCATIONS

TOTAL NUMBER INVOLVED

FAA FORM-506
FILED WITH

LOCATION

FOR RECORDED DOCUMENT SEE (Check one)

☒ *merge file (name change)*

☐ AIRCRAFT FOLDER N~~o~~

☐ ENGINE MAKE AND SERIAL NO. LISTED ABOVE

☐ LOCATION LISTED ABOVE

☐ PROPELLER MAKE AND SERIAL NO. LISTED ABOVE

MICRO

FEDERAL AVIATION AGENCY

APPLICATION FOR AIRCRAFT REGISTRATION

TYPE OF REGISTRATION (Check one box)

☐ 1. Individual ☐ 2. Partnership ☒ 3. Corporation ☐ 4. Co-Owner ☐ 5. Government
NATIONALITY AND
REGISTRATION MARKS

N 79914

AIRCRAFT MAKE AND MODEL

Grumman G-21A

AIRCRAFT SERIAL No.

B88

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).)

Alaska Coastal Airlines, Inc.

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

2 Marine Way

CITY

Juneau

COUNTY

STATE

Alaska

ZIP CODE

99801

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 Agency.

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

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK

SIGNATURE

TITLE

DATE

SIGNATURE

TITLE

DATE

SIGNATURE

TITLE

DATE

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

MICRO

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

DATE 10-1-80 BY SP-5 JLM/STW

100-100000

100-100000

100-100000

OKLAHOMA CITY, OKLA.

JUN 27 11 04 AM '66

FEDERAL AVIATION
AGENCY - AIRCRAFT
REGISTRATION BRANCH

AIRCRAFT BILL OF SALE

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

For and in consideration of \$1.00 and over 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

B88

NATIONALITY AND REGISTRATION MARKS

N-79914

does this 16th day of June 1966, hereby sell, grant, transfer and deliver all rights, title, and interests in and to such aircraft unto:

NAME AND ADDRESS

(If individual(s), give last name, first name, and middle initial)

Alaska Coastal Airlines, Inc.
2 Marine Way
Juneau, Alaska

PURCHASER

MICROFILM CODE

1C

FAA
AIRCRAFT REGISTRY

JUL 9 1 29 PM '66

DOC. RECORDED

A 240840

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

None

AMOUNT

DATED

IN FAVOR OF

in testimony whereof I have set my hand and seal this 16th day of June 1966.

SELLER

NAME(S)
(TYPED OR PRINTED)

Alaska Coastal-Ellis
Airlines

SIGNATURE(S)
(IN INK.) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)

TITLE
(IF SIGNED FOR A CORPORATION, PARTNERSHIP, OWNER, OR AGENT.)

Executive Vice President

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

27 7292 20051002A

MICRO

A 540840

DOC. RECORDED

JUN 3 1 35 PM '66

AIRCRAFT REGISTRY
DIV

FEDERAL AVIATION
AGENCY-AIRCRAFT
REGISTRY DIV BRANCH
JUN 27 11 04 AM '66
OKLAHOMA CITY, OKLA.

36 OCT 9 1962

FEDERAL AVIATION AGENCY
APPLICATION FOR REGISTRATION

NAME AND ADDRESS OF APPLICANT (Same as that shown on Part A of this form) Alaska Coastal-Ellis Airlines 2 Marine Way Juneau, Alaska	REGISTRATION MARKS N- 79914
	AIRCRAFT MAKE AND MODEL GRUMMAN G-21A

CHECK WHETHER OWNERSHIP IS

☒ CORPORATION ☐ PARTNERSHIP ☐ CO-OWNERSHIP☐ INDIVIDUAL
OWNER

SERIAL NO.

B88

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)

(If executed for co-ownership, all must sign)

10/1/62

DATE OF APPLICATION

TITLE Vice President - Admn. & Finance

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

FORWARD THIS COPY TO WASHINGTON — Retain Duplicate Copy.

B8 OCT 11 1962

RO

OKLAHOMA CITY, OKLA.

OCT 4 2 49 PM '62

AIRMAIL AND AIRMEN
RECORDS BRANCH
FAA

FEDERAL AVIATION AGENCY

BILL OF SALE

OCT 8 1962

For and in consideration of \$ 1.00 and over the undersigned owner of the full legal and beneficial title of the aircraft described as follows:

AIRCRAFT MAKE AND MODEL

GRUMMAN G-21A

SERIAL NO.

B88

REGISTRATION MARKS

N-79914

RECORDED

does this 1st day of October 19 62
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)

Alaska Coastal-Ellis Airlines
2 Marine Way
Juneau, Alaska

FEDERAL AVIATION AGENCY

2 00 PM '62

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
Chattel mortgage	\$175,000.00	7/28/58
IN FAVOR OF		
Miners and Merchants Bank of Ketchikan, Ketchikan, Als.		

In testimony whereof I have set my hand and seal this 1st day of October 19 62

NAME OF SELLER Ellis Air Lines

BY (SIGN IN INK)

J. L. Sherman
Vice President

(If executed for co-ownership, all must sign)

TITLE

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

ACKNOWLEDGMENT

State of AlaskaCounty of 1st Judicial Division

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.

On this 1st day of October 19 62
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,

(SEAL)

My Commission Expires Nov. 27, 1965

MY COMMISSION EXPIRES

NOTARY PUBLIC

FORWARD THIS COPY TO WASHINGTON—Retain Duplicate Copy.

ALL
OCT 11 1962
NOTARY PUBLIC

MICRO

030303

RECORDED

OCT 2 2 00 PM '62

RECEIVED
FEDERAL BUREAU OF INVESTIGATION

OKLAHOMA CITY, OKLA.

OCT 4 2 49 PM '62

AIRCRAFT AND AIRMEN
RECORDS BRANCH
FAA

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.

P 20511
2E
DOC. RECORDED

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 A

FEDERAL AVIATION
AGENCY

AIRCRAFT SERIAL NUMBER B88

FAA REGISTRATION NUMBER

N 79914

The mortgage dated July 28, 1958, was executed
by Ellis Air Lines, (Mortgagor),
to Miners & Merchants Bank, (Mortgagee),
and assigned to _____.

This mortgage was recorded by the Federal Aviation Agency on December 29, 1959,
and was assigned document number A102493.

I hereby certify and acknowledge that the above-described aircraft was released from the terms of the mortgage
on November 5, 1965

National Bank of Alaska, Ketchikan Branch
Formerly Miners and Merchants Bank

Name of Mortgagee or Assignee

Signature (In ink)

John Reiche, Jr.

Title

Vice President

ACKNOWLEDGMENT

State of Alaska

on this 5 day of November 1965

County of _____

before me personally appeared the above-named
Mortgagee or Assignee, to me known to be the
person described in and who executed the fore-

going 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)

Edmund B. Prosser
Notary public (In ink)

My commission expires 10/27/68

43 NOV 15 1965



FEDERAL AVIATION AGENCY

Washington 25, D. C.

December 29, 1959

Miners & Merchants Bank

Ketchikan, Alaska

Gentlemen:

MORTGAGOR: Ellis Air Lines

We have received the aircraft chattel mortgage which was submitted for recording by the Federal Aviation Agency.

This mortgage dated July 28, 1958 was recorded on December 29, 1959 as document number A102493, against aircraft registration number(s) N79914.

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
Chief, Aircraft and Airman
Records Branch

cc: Ellis Air Lines

OKLAHOMA CITY, OKLA.
NOV 15 11 09 AM '59
FEDERAL AVIATION
AGENCY--AIRCRAFT
REGISTRATION BRANCH

CHattel Mortgage of Civil Aircraft of the United States

[WASHINGTON FORM]

No.

THE UNDERSIGNED, address set forth below his signature, herein called "Mortgagor," Mortgages to **MINERS AND MERCHANTS BANK OF KETCHIKAN**, of **XXXX** County

of **Ketchikan**, State of **Alaska**, herein called "Mortgagee," that certain Civil aircraft of the United States described as follows:

Manufacturer of Aircraft **Type Grumman 21 A** Model of Aircraft **(Year)**
 Manufacturer's Aircraft **B 38** Manufacturer of Engine **(Year)**
 Serial Number **11A 5158** Engine Serial Number **11A 5158**
 Model of Engine **11A 5158** Engine Serial Number **11A 5158**
 Aircraft Registration Certificate No. **N 79914** Aircraft Airworthiness Certificate No. **NO.**

now and to be permanently located at **Ketchikan**, in the City of **Ketchikan**, Territory of **Alaska**, State of **Alaska**

together with all equipment and accessories now or hereafter placed thereon, all of which are included in the term "aircraft" as used herein, to secure the payment, in lawful money of the United States, of the sum of **One Hundred Seventy-five thousand** Dollars (\$ **175,000**), with interest, according to terms of promissory note of even date herewith made, executed and delivered by Mortgagor to Mortgagee, the final maturity date of which note is the **1st** day of **October**, 19**63**, unless said final maturity date is accelerated in accordance with the terms of said note and this mortgage.

All extensions and renewals of said note, also all costs expended or incurred by Mortgagee in taking possession, repairing, storing and returning said aircraft to the situs above referred to, together with interest thereon at the rate set forth in said note, are also secured hereby.

Mortgagor covenants, warrants and agrees during the life of and as a part of this mortgage as follows:

1. To pay the indebtedness secured hereby as and when the same shall become due in strict accordance with the terms and conditions of said note, all renewals and extensions thereof, and this mortgage.
 2. To pay immediately, as and when the same shall become due, all taxes, liens or other charges levied or imposed upon said aircraft, and upon request of Mortgagee, to furnish Mortgagee evidence of payment thereof.
 3. To keep said aircraft insured for the full insurable value thereof against such risks, in such form and with such insurance company or companies as may be acceptable to Mortgagee (covering both Mortgagee and Mortgagor) with loss under each policy payable first to Mortgagee up to amount of obligation secured, balance, if any, to Mortgagor; to deliver all policies and renewals to Mortgagee; to pay in advance all premiums and costs of said insurance and exhibit to Mortgagee evidence of payment.
 4. To at all times keep said aircraft airworthy, in good flying order and repair, and from time to time to make all needful and proper repairs, renewals, replacements, additions and improvements thereto.
 5. To at all times fully comply with all statutes, ordinances, rules and regulations, whether federal, state or municipal, having application to said aircraft or Mortgagor's use of the same.
 6. That should Mortgagor fail: (a) to pay any taxes, liens or other charges levied or imposed on said aircraft; or (b) to provide the insurance called for hereinabove or pay the premiums thereon; then Mortgagee, without waiving any right or remedy given in this mortgage for any such breach, may at its option (but is not required) make any such payment, provide any such insurance, and pay any such premium, all for the account and benefit of Mortgagor, and all such expenditures shall be secured by this mortgage, immediately repaid by Mortgagor, and will draw interest at the highest rate allowed by law from the date of dates of advancement.
 7. That Mortgagor: (a) is over the age of 21 years; (b) is and will remain a citizen of the United States; and (c) is the sole owner of the aircraft described in this mortgage.
 8. That this mortgage is and will remain a first, prior, and the sole lien or encumbrance upon said aircraft; that Mortgagor has good and lawful authority to mortgage said aircraft as provided in and by this mortgage; that Mortgagor will forever warrant the title to said aircraft against the claims and demands of all persons whomsoever and will provide Mortgagee promptly upon demand with all of the documents, proofs and instruments governing title to said property which Mortgagee may request.
 9. That Mortgagor will neither use nor permit said aircraft to be used for any unlawful purpose, nor will he use or permit directly or indirectly the use of said aircraft for hire or for public transportation, nor on or about said aircraft.
 10. That Mortgagor will not assign, pledge, mortgage, hypothecate, sell or otherwise dispose of, or encumber said aircraft or any part thereof, or remove said aircraft or permit the same to be removed from the county where said aircraft is permanently located, as set forth in this mortgage, for any period in excess of 10 days, without the written consent of Mortgagee first obtained.
 11. That Mortgagor will not use said aircraft in a reckless or negligent manner, will not abandon it, and will exhibit it to Mortgagee on demand.
 12. That if, from any cause, there shall be a substantial decrease in the value of said aircraft, Mortgagor will furnish such further security as may be required by Mortgagee in order to offset the said decrease in value.
 13. Service of any notice or demand upon Mortgagor will be deemed made the day following its deposit in United States mails in a properly stamped envelope addressed to Mortgagor at the address set forth below his signature hereto.
- Time is declared to be of the essence hereof, and in the event, at any time during the life of this mortgage (and any extensions or renewals thereof): (a) Mortgagor fails to keep and perform any of the covenants and agreements herein set forth to be kept and performed by Mortgagor; or (b) Mortgagor shall do or perform or permit to be done or performed any of the acts or things which Mortgagor has covenanted and agreed not to do or permit to be done; or (c) said aircraft be seized or levied upon; or (d) there be any act of insolvency by Mortgagor, the appointment of a receiver or liquidator, whether voluntary or involuntary, or (e) Mortgagor or for any of Mortgagor's property, or the filing of a petition by or against Mortgagor under the provisions of any state insolvency law or under the provisions of the Bankruptcy Act of 1898, as amended, or the making by Mortgagor of an assignment for the benefit of creditors of Mortgagor; THEN, IN ANY OF SUCH EVENTS, the entire indebtedness hereby secured shall become immediately due and payable at the option of Mortgagee, without notice of any kind, and Mortgagee shall have the right to sue for and collect the full amount due under the terms of said note and this mortgage (and all renewals and extensions thereof) and further, shall have the right to foreclose the lien of this mortgage (or any renewal or extension thereof) in any manner provided by law. Mortgagee's failure at any time to exercise any of its rights under this paragraph shall not constitute a waiver thereof.

In the event of sale of said aircraft, either under foreclosure proceedings or by consent of Mortgagor, the proceeds of the sale (whether the sale is public or private) shall be applied upon the entire amount remaining unpaid upon said note and this mortgage (and all renewals and extensions thereof), and upon costs and attorney's fees. If said proceeds are not sufficient to pay said entire amount, Mortgagee may take judgment against Mortgagor for the deficiency, but if said proceeds are more than sufficient to pay the entire amount the overplus shall be paid to Mortgagor. Mortgagee may become a purchaser at any such sale.

In the event of foreclosure under statutory notice and sale Mortgagee may charge against Mortgagor and deduct from the proceeds of the sale the costs of said sale, including the expense of any bond or indemnity required by the sheriff in making such sale and an attorney's fee in a sum equivalent to ten per cent (10%) of the amount for which foreclosure is brought. In case suit is instituted to collect said note, or any portion thereof, or to foreclose this mortgage (or any renewal or extension thereof) Mortgagor agrees to pay such additional sums as the court may adjudge reasonable as attorney's fees. The venue of any suit or action upon said note or upon this mortgage, at the option of Mortgagee, may be maintained in **Alaska** County, State of Washington.

No transfer, renewal, extension or assignment of this mortgage and said note or any interest therein, or loss or injury or destruction of said aircraft shall release Mortgagor from his obligations hereunder. Mortgagor agrees that this mortgage and said note may be assigned by Mortgagee, and when assigned, assignee shall be entitled to all of the rights and remedies of Mortgagee.

Mortgagor may remain in possession of said property provided no breach or default has been made in any of the terms, covenants and conditions hereof or contained in said promissory note.

All remedies herein specified shall be considered as optional with Mortgagee, and cumulative, and not as a waiver of any other right or remedy which would otherwise exist in law or in equity for the enforcement of this mortgage, or the collection of the indebtedness secured hereby.

This mortgage is binding on the heirs, executors, administrators, successors and assigns of the parties hereto. If there is more than one mortgagor their obligations hereunder shall be joint and several.

EXECUTED this 28th day of July, 1958

INDIVIDUAL MORTGAGORS SIGN BELOW

Address _____ Address _____
Address _____ Address _____
Address _____ Address _____

CORPORATE MORTGAGOR SIGN BELOW

(Affix Corporate Seal) Attest: M. J. Smith By: Ellis Air Lines
Its: President
Address: 1287 Tongass Avenue
Ketchikan, Alaska

NOTARIAL ACKNOWLEDGMENT
(INDIVIDUAL)

STATE OF WASHINGTON } ss.
County of _____

On this day personally appeared before me

to me known to be the individual or individuals described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as _____ free and voluntary act and deed for the uses and purposes therein mentioned. Given under my hand and official seal this _____ day of _____, 19____.

(Notarial Seal)

Notary Public in and for the State of
Washington, residing at _____

AFFIDAVIT OF GOOD FAITH
(INDIVIDUAL)

STATE OF WASHINGTON } ss.
County of _____

Each of the undersigned, being first duly sworn, on oath deposes and says: that he is one of the mortgagors within named, and that this mortgage is made in good faith, and without any design to hinder, delay or defraud creditors.

(Sign Below)

Subscribed and sworn to before me this _____ day of _____, 19____.

(Notarial Seal)

Notary Public in and for the State of
Washington, residing at _____ Alaska

United States of America NOTARIAL ACKNOWLEDGMENT
Territory of Alaska } ss.
County of _____

On this _____ day of _____, 1958, before me personally appeared

R. E. Ellis and N. T. Gerde
to me known to be the President and Secretary
of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(Notarial Seal)

Notary Public in and for the State of
Washington, residing at _____ Alaska

United States of America AFFIDAVIT OF GOOD FAITH
Territory of Alaska } ss.
County of _____

The undersigned and each of them, being first duly sworn, on oath depose and say that they are respectively the Pres. of Mortgagee and President of the corporate mortgagee above named, that they are duly authorized to make and do make this affidavit for and on behalf of said corporate mortgagee, and that this mortgage is made in good faith and without any design to hinder, delay or defraud creditors.

Subscribed and sworn to before me this 28th day of July, 1958

(Notarial Seal)

Notary Public in and for the State of
Washington, residing at _____ Alaska

Commission expires: _____

certifies that the within instrument was filed for record in the office of the
KETCHIKAN RECORDING DISTRICT
No. 8 and recorded on the 14th day of August 1958
at 3:30 o'clock P.M. in Vol. 3 of the record of said office at Ketchikan, Alaska.
Recorder

ELLIS AIR TRANSPORT

P. O. Box 1059
KETCHIKAN, ALASKA

September 29, 1948

79901

29

Mr. Charles F. Dycer
Director, Aircraft Service
Civil Aeronautics Administration
Washington 25, D. C.

ATTENTION: 79901, A-300

Dear Sirs:

In reply to your letter of September 20, 1948 asking for additional proof of ownership of Grumman G21A aircraft, serial number B-63, Buaero number 37810, registration number 79901 and serial number B-88 Buaero number 84793, we are enclosing Sales Letter 323(a).

The Registration number assigned to aircraft serial number B-88 by the Regional Director at Juneau is *N79914*.

Our receipt numbers for Registration payments are 04897 and 04898.

Sincerely,

ELLIS AIR LINES

J. L. Sherman
(John L. Sherman)

bfs

Enclosures--2

DEPT OF COMMERCE
CIVIL AERONAUTICS ADM.
Oct 7 1 07 PM '48
MAIL ROOM-2
WASHINGTON

ERO

OCT 7 3 11 PM '49
RECEIVED
CERTIFICATE SECTION

*accept for
title do not
renew*

CONTRACT NO. N236s-1719	SALE NO. Sales Letter 323(a)	DATE 25 March 1948
-----------------------------------	----------------------------------------	------------------------------

CONTRACT OF SALE

The United States of America, hereinafter called the Government, acting pursuant to and executing this contract under the First War Powers Act, 1941, Executive Order 9001, and the Surplus Property Act of 1944, hereby sells, assigns, and transfers to the purchaser, on the Conditions and Terms of Sales Contract set out hereinafter and made a part hereof, the following items of material at the following price:

LOT NO.	LOCATION AND DESCRIPTION OF MATERIAL	UNIT PRICE	PRICE
SALE OF SURPLUS			
1	Fuselage, Amphibious type, Navy JRF, complete with wheel type landing gear and center section; but minus empennage, all instruments and all accessories. Quantity: 1 No.	500.00 No.	500.00
2	Fuselage, amphibious type, Navy JRF, complete with wheel type landing gear and center section, but minus empennage, all instruments and all accessories. Hull contains 2 small holes - one on portside and one on starboard side above waterline. Quantity: 1 No.	800.00 No.	800.00
			FOB, NAS, ALAMEDA, CALIF.

Total contract price, \$ **\$1300.00**

~~XXXX~~ receipt of which is hereby acknowledged, \$ **1300.00**
Rec'd check No. 18319 in amount ~~XXXX~~
\$1300.00 paid in full Balance due, \$

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year indicated above.

UNITED STATES OF AMERICA

BY: **direction of SO:**
TITLE: *F. S. Bird*
F. S. BIRD
Sales Officer
16-51148-1

John Air Lines
(FULL NAME OF PURCHASER)

BY: *B. E. Ellis*
TITLE: *Pres.*

Seattle Alaska
(ADDRESS OF PURCHASER)

RO

CONDITIONS AND TERMS OF SALES CONTRACT

1. The purchaser shall pay the balance of the contract price by certified or cashier's check payable to the Treasurer of the United States, or by cash, within (3) days after date of contract, and shall remove all material within (5) days after receipt of notification of release of material. Material shall be loaded by the Government and shipping expenses shall be borne by the purchaser, unless otherwise provided herein.

2. All material is sold without any warranties or guaranties whatsoever, express or implied. The descriptions in each lot (and any statements, oral or written, with respect to the material heretofore made) are statements of opinion only, the quantities and weights in each lot are approximate, and are neither binding on the Government nor confer any rights on the purchaser unless the purchaser has inspected the material in any particular lot, in which event the Government shall deliver the material inspected or material similar thereto, and, if the Government does not so deliver, the purchaser may rescind as to such lot but shall have no claim to the undelivered material or for damages. The purchaser agrees that it has had ample opportunity to inspect the material. This is not a sale by sample. If, after the date of the purchaser's bid, the Government diverts any material in a lot in which the price is not stated in terms of quantity or weight, the purchaser may rescind as to such lot but shall have no claim to the diverted material or for damages.

3. No variation in quantity or weight in any individual lot shall constitute ground for rescission for such lot (except as provided in paragraph 2 herein) unless the price is stated in terms of quantity or weight and the variation at point of shipment (or delivery, when settlement is on a delivery-point basis) is more than one-third under the quantity or weight specified and the sale is not of scrap material; if the price is stated in terms of quantity or weight and the variation at point of shipment (or delivery, if settlement is on a delivery-point basis) is more than one-third over the quantity or weight specified, the purchaser shall accept and pay for, at the unit price stated herein, all of such quantity or weight except that which is in excess of one-third over the quantity or weight specified. No variation in quantity or weight in any individual lot shall constitute ground for any claim to undelivered material or for damages, and no adjustment in price for any such variation will be made, except that if the price for such lot is stated in terms of quantity or weight then the contract price (the unit price remaining the same) will be adjusted to reflect the full amount of such variation as determined at the point of shipment (or delivery, when settlement is on a delivery basis). Settlements on sale of ferrous and nonferrous scrap metals are on the basis of shipping-point weights unless otherwise provided herein.

* 4. In the event the purchaser fails to carry out any of the terms of this contract, the deposit paid by the purchaser or, if no deposit was paid, an amount equal to one-quarter of the contract price may be retained by the Government as liquidated damages and the purchaser lose any right, title, and interest therein, and in and to the material.

5. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

6. The purchaser warrants that it has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul this contract or, in its discretion, to add to the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fee. This warranty shall not apply to commissions payable by the purchaser upon contracts or purchases secured or made through bona fide established commercial or buying agencies maintained by the purchaser for the purpose of securing business.

7. Except as otherwise specifically provided in this contract, all disputes concerning questions of fact arising under this contract shall be decided by the contracting officer, subject to written appeal by the purchaser within 30 days to the Secretary of the Navy, whose decision shall be final and conclusive. Pending decision, the purchaser shall diligently proceed with performance. The term "Secretary of the Navy" includes any person authorized to act for him other than the contracting officer.

8. The purchaser represents, warrants, and certifies to the United States that:

(a) The purchase of the material described in this contract is in compliance with all regulations of the Office of Temporary Controls affecting the purchaser.

Strike this subdivision when not applicable. (b) ~~The material covered by this contract was of such a nature that its purchase or release by the purchaser was not subject to the provisions of the Export Administration Act of 1946, as amended, and the regulations thereunder, and the purchaser is not required to obtain an export license therefor. The material is not subject to the provisions of the Export Administration Act of 1946, as amended, and the regulations thereunder, and the purchaser is not required to obtain an export license therefor.~~

U. S. GOVERNMENT PRINTING OFFICE 16-51145-1

* "Amendment to Conditions and Terms of Sales Contract

Paragraph 4 above is hereby deleted and the following substituted therefor:

In the event the purchaser fails to carry out any of the terms of this contract, an amount equal to one-quarter of the contract price shall be retained by the government from the deposit made by the contractor, or, if no deposit was paid, an amount equal to one-quarter of the contract price may be retained or assessed by the government as liquidated damages and the purchaser shall lose any right, title and interest therein, and in and to the material."

FORM ACA-171
(5-28-46)

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION

DOCUMENT NO.,

None

DATE RECORDED

CERTIFICATION AND RECORDATION WORK SHEET

DESCRIPTION OF CONVEYANCE

KIND

B/S to establish chain of Title

PORTION CONVEYED

FROM

U.S. Navy

TO

Ellis Air Lines

ASSIGNED TO

CAA NO.

79914

CONVEYANCE ALSO INCLUDES THE FOLLOWING AIRCRAFT

79914

79901

Original Doc. filed in 79901 79914

RECEIPT SENT

RO

N

UNITED STATES OF AMERICA
DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION
CERTIFICATE OF REGISTRATION1. NATIONALITY AND REGIS-
TRATION MARKS

N 79914

2. MAKE OF AIRCRAFT

Grumman

3. AIRCRAFT SERIAL NUMBER

B 88

4. Ellis Air Lines

NAME OF OWNER

5. 1277 Tongass

ADDRESS OF OWNER

NUMBER

STREET

Ketchikan, Alaska

CITY

ZONE

STATE

6. IT IS HEREBY CERTIFIED THAT THE ABOVE-DESCRIBED AIRCRAFT HAS BEEN DULY ENTERED ON THE REGISTER OF THE CIVIL AERONAUTICS ADMINISTRATION, DEPARTMENT OF COMMERCE, UNITED STATES OF AMERICA, IN ACCORDANCE WITH THE CONVENTION ON INTERNATIONAL CIVIL AVIATION DATED 7th DECEMBER 1944, AND WITH THE CIVIL AERONAUTICS ACT OF 1938, AS AMENDED.

TO BE EXECUTED BY CERTIFICATION AND RECORDATION SECTION, WASHINGTON, D. C.

DATE OF ISSUE:

October 15, 1948

BY DIRECTION OF THE ADMINISTRATOR:

DIRECTOR, AIRCRAFT AND COMPONENTS SERVICE

11-13-53

RO

FORM: ACA-500
(10-23-46)

PART B

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION
APPLICATION FOR REGISTRATION

1. REGISTRATION

NO.

79914

NAME

Ellis Air Lines

4. AIRCRAFT

MAKE

Crumman

G 21 A

3. ADDRESS (Street and number, city, zone and state)

Tongass

1277

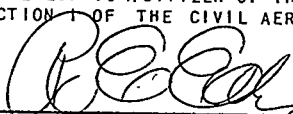
SERIAL NO.

Ketchikan Alaska

B 88

5. I HEREBY CERTIFY THAT PART "A", FORM ACA-500 AND LEGAL EVIDENCE OF OWNERSHIP WERE FORWARDED TO THE CHIEF, REGISTRATION AND RECORDATION SECTION, CIVIL

AERONAUTICS ADMINISTRATION, WASHINGTON 25, D.C., ON _____ 19____; THAT THE ABOVE-DESCRIBED AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY, AND THAT THE OWNER THEREOF IS A CITIZEN OF THE UNITED STATES AS DEFINED IN SUBSECTION (13) OF SECTION 1 OF THE CIVIL AERONAUTICS ACT OF 1938. (See Reverse Side)



SIGNATURE OF APPLICANT

ALL THE ABOVE STATEMENTS ARE TRUE AND MADE IN GOOD FAITH, THE AIRCRAFT HEREIN DESCRIBED MAY BE OPERATED PENDING REGISTRATION FOR 60 DAYS PROVIDED AIRWORTHINESS REQUIREMENTS OF APPLICABLE CIVIL AIR REGULATIONS ARE COMPLIED WITH. THE ORIGINAL OF THIS APPLICATION (PART "B") MUST BE RETAINED IN THE AIRCRAFT DURING SUCH TIME.

FORWARD TO WASHINGTON

-KO-

PART B - APPLICATION FOR REGISTRATION

Items 1 to 4 inclusive - Except for change in sequence, information given in these items will be identical to that given in items 1 to 5 inclusive in Part "A".

Item 5 - The date that the purchaser forwards the original of Part "A" and all copies of Parts "A", "B" and "C" to the Civil Aeronautics Administration, Certification and Recordation Section, A-300, Washington 25, D.C., shall be inserted. Until this is accomplished, the aircraft may not be flown for the sixty day period otherwise allowed, provided airworthiness requirements of applicable Civil Air Regulations are complied with.

Applicant must be the owner of the aircraft except when owner is artificial person, that is, corporation, etc. Signature of applicant as required in item 5 certifies that the aircraft is not registered under the laws of any foreign country; that the owner is a citizen of the United States, and that application for registration in the owner's name has been made and file forwarded to the Civil Aeronautics Administration, Certification and Recordation Section, A-300, Washington 25, D. C.

"Citizen of the United States" means (A) an individual who is a citizen of the United States or of one of its possessions, or (B) a partnership of which each member is such an individual, or (C) a corporation or association created or organized under the laws of the United States, of which the President and two-thirds or more of the Board of Directors and other managing officers thereof are such individuals and in which at least 75 per centum of the voting interest is owned or controlled by persons who are citizens of the United States or of one of its possessions.

PART C

BILL OF SALE

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

AIRCRAFT MAKE

Crumman Bull

SERIAL NO.

B 88

CAA REGISTRATION NO.

79914

DOES THIS 7 st DAY OF April, 19 48
HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL OF HIS RIGHT, TITLE AND INTEREST
IN AND TO SUCH AIRCRAFT UNTO:

NAME OF PURCHASER

Ellis Air Lines

ADDRESS OF PURCHASER (Street and number, city, zone and state)

1277 Tongass Ketchikan Alaska

AND TO _____ EXECUTORS, ADMINISTRATORS AND ASSIGNS, TO HAVE
AND TO HOLD SINGULARLY, THE SAID AIRCRAFT FOREVER, AND CERTIFY THAT SAME
IS NOT SUBJECT TO ANY MORTGAGE OR OTHER ENCUMBRANCE EXCEPT:

TYPE OF ENCUMBRANCE

AMOUNT

DATE

None

IN FAVOR OF

IN TESTIMONY WHEREOF _____ HAVE SET _____ HAND AND SEAL

THIS _____ DAY OF _____, 19 _____

SIGNATURE OF SELLER

U.S. Navy

TITLE OF SELLER

Buero 84793 ✓

(Name of corporation, partnership)

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

ON THIS _____ DAY OF _____, 19 _____

BEFORE ME PERSONALLY APPEARED THE ABOVE-NAMED SELLER, TO
ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED
THE FOREGOING BILL OF SALE, AND ACKNOWLEDGED THAT HE
EXECUTED THE SAME AS HIS FREE ACT AND DEED. GIVEN UNDER
MY HAND AND OFFICIAL SEAL THE DAY AND YEAR ABOVE WRITTEN.

NOTARY PUBLIC

MY COMMISSION EXPIRES

Seal

READ INSTRUCTIONS ON REVERSE SIDE CAREFULLY

FORWARD TO WASHINGTON

JUL-29-48

C4897E

Ao

L

CR

Reg A

500

MICRO

PART C - BILL OF SALE

TO PURCHASER: It is your responsibility to determine at time of purchase of aircraft that chain of title to you is in order (from last registered owner and all intervening owners or, if not previously registered, from manufacturer through all intervening owners), and whether or not there is a lien, mortgage or other encumbrance against such aircraft. Copies of Bills of Sale confirming chain of title should be obtained and attached to file when forwarded for registration in your name. For use in checking this form at the time of purchase, both in connection with previously unregistered and previously registered aircraft, the following conditions are discussed:

Condition 1 - SALE OF AN AIRCRAFT WITH CLEAR TITLE - The seller will complete Part "C" in detail and the purchaser should check its accuracy. Both original and copy must be signed in ink by the seller and both attested to by a Notary Public. The purchaser should detach the original of the Bill of Sale and retain it as proof of ownership.

Condition 2 - SALE OF ENCUMBERED AIRCRAFT - OTHER THAN CONDITION 3 - Seller shall complete Part "C" exactly as described above, and in addition, shall indicate in the spaces provided for the purpose, the type of encumbrance and the amount and date thereof, and the name of the owner of the encumbrance. However, if it is desired that the encumbrance be recorded with the Civil Aeronautics Administration, the original or an executed counterpart thereof, (signed and notarized duplicate) must be forwarded to Civil Aeronautics Administration, Certification and Recordation Section, A-300, Washington 25, D.C., together with recordation fee of \$5.00, (in addition to the registration fee of \$5.00) payable by money order or check drawn to the order of the Treasurer of the United States. (Currency forwarded at your risk - stamps not acceptable.)

Condition 3 - AIRCRAFT SOLD WITH CONDITIONAL SALE CONTRACT - (FORM ACA-906 OR EQUIVALENT.) - Part "C" (Bill of Sale) will not be completed by the seller. The purchaser shall complete Parts "A" and "B" as instructions provide, and in place of the Bill of Sale, the original Conditional Sale Contract or an executed counterpart thereof (signed and notarized duplicate), the original and copy of Part "A" and copy of Part "B", together with fee of \$10.00 (\$5.00 for registration and \$5.00 for recordation of sale contract), shall be forwarded to Civil Aeronautics Administration, Certification and Recordation Section, A-300, Washington 25, D.C. Such remittance may be made by money order or check made payable to the Treasurer of the United States. (Currency forwarded at your risk - stamps not acceptable.) Title to the aircraft is retained by the seller until the terms of the conditional sale contract are fulfilled.

Condition 4 - RECORDATION BY HOLDER OF MORTGAGE OR OTHER INSTRUMENT AFFECTING TITLE TO REGISTERED AIRCRAFT - This may be accomplished by forwarding to the Civil Aeronautics Administration, Certification and Recordation Section, A-300, Washington 25, D.C., the original mortgage or lien, or an executed counterpart thereof (signed and notarized duplicate) together with the required recordation fee of \$5.00, payable by money order or check drawn to the order of the Treasurer of the United States. (Currency forwarded at your risk - stamps not acceptable.)

DEPT OF COMMERCE
CIVIL AERONAUTICS ADMIN
JUL 28 10 32 AM '48

DEPT OF COMMERCE
CIVIL AERONAUTICS ADMIN

AFTER AN ENCUMBRANCE HAS BEEN RECORDED AND ASSIGNED, AN ACKNOWLEDGMENT WILL BE FURNISHED BY THE CAA TO THE HOLDER.

C
O
P
Y

ELLIS AIR LINES
P. O. Box 1059
Ketchikan, Alaska

See 15-88

July 26, 1948

Civil Aeronautics Administration
Certification and Recordation Section
Washington, D. C.

no record

Gentlemen:

We are enclosing registration certificates for Grumman G 21 A
Serial Number B-88, and Grumman G 21 A Serial Number B-63 Registration
Number N 79901. We are also enclosing \$10.00 for their registration,
payable to Treasurer of the United States.

Yours truly,

ELLIS AIR LINES

S/ Joan C. Lorenz

Joan C. Lorenz

RO

1944

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