MEMORANDUM TO THE FILE

Kevin R. West	05/26/2023
ID	DATE

AIRCRAFT 898TS

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

FILE NAME
REGAR-MM1 (01/23)

ACTION 1 / NCG

Accepted LJ Jan/06/2023

Insured Aircraft Title Service

21 E MAIN ST. STE 100, OKLAHOMA CITY, OK. 73104

TOLL FREE 800.654.4882 LOCAL 405.681.6663

Date: 6/28/2022

TO: FAA Aircraft Registry

(1) **Please** X **8050-64** _____

N374PL*

For authorization to change:

CANCEL

Make and Model DASSAULT-BREGUET MYSTERE FALCON 900

Serial Number 95

Registration Number N898TS**

In the name of : S A T A LLC

718 THOMPSON LN STE 108256

NASHVILLE, TN 37204-3600

Please send to Insured Aircraft Title Service in the PD room.

CANCEL

*REQUEST TO RESERVE AND FEE PAID 2/9/2022.

(2) **WHEN N898TS BECOMES AVAILABLE PLEASE RESERVE TO S A T A LLC AT THE ABOVE ADDRESS.

If any issues arise with my request please contact me at 405-435-1017.

Thank you,

Bill Morgan

$20

FILED WITH FAA
AIRCRAFT
REGISTRATION BR

2022 AUG 10 PM 2:41

OKLAHOMA CITY
OKLAHOMA

ACTION
1/ NLK

Insured Aircraft Title Service

21 E MAIN ST. STE 100, OKLAHOMA CITY, OK. 73104
TOLL FREE 800.654.4882 LOCAL 405.681.6663

Accepted LJ Jan/06/2023

Date: 6/28/2022

TO: FAA Aircraft Registry

Please X **8050-64** ____

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Thank you, Bill Morgan

$20

221791124253
$20.00 06/28/2022

FILED WITH FAA
AIRCRAFT
REGISTRATION BR

2022 JUN 28 AM 11: 04

OKLAHOMA CITY
OKLAHOMA

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

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

AIRCRAFT REGISTRATION RENEWAL APPLICATION

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

AIRCRAFT REGISTRATION NUMBER	SERIAL NUMBER	
N 898TS	95	
MANUFACTURER	**MODEL**	
DASSAULT-BREGUET	MYSTERE FALCON 900	
DATE OF ISSUANCE	**DATE OF EXPIRATION**	**TYPE OF REGISTRATION**
10/08/2009	07/31/2024	LLC

ENTER REGISTERED OWNER(S) & ADDRESS FROM FAA FILE

(Owner 1) S A T A LLC

(Owner 2)

Note: Enter any additional owner names on page two.

(Address) 718 THOMPSON LN STE 108256

(Address)

City NASHVILLE State TN Zip 37204-3600

Country UNITED STATES

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

(Address)

(Address)

City State Zip

Country

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

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

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

NEW MAILING ADDRESS

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

HELPFUL INFORMATION

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

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

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

Signature and Title Requirements for Common Registration Types:

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

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

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

TO CANCEL THE REGISTRATION FOR THIS AIRCRAFT:

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

☐ **CANCELLATION OF REGISTRATION IS REQUESTED.**

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

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

☐ **THE AIRCRAFT WAS EXPORTED TO:**

☐ **OTHER, Specify**

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

SIGNATURE OF OWNER 1 (required field)	PRINTED NAME OF SIGNER (required field)	TITLE (required field)	DATE
Electronically Certified by Registered Owners			2/23/2021
SIGNATURE OF OWNER 2	PRINTED NAME OF SIGNER	TITLE	DATE

Use page 2 for additional signatures.

Fee paid: $5 (202102232109353937NB)

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

NAME OF OWNER		**DATE**
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REF N-NUM: 898TS

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

AIRCRAFT REGISTRATION RENEWAL APPLICATION

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

AIRCRAFT REGISTRATION NUMBER	SERIAL NUMBER	
N 898TS	95	
MANUFACTURER	**MODEL**	
DASSAULT-BREGUET	MYSTERE FALCON 900	
DATE OF ISSUANCE	**DATE OF EXPIRATION**	**TYPE OF REGISTRATION**
10/08/2009	07/31/2021	CORPORATION

ENTER REGISTERED OWNER(S) & ADDRESS FROM FAA FILE

(Owner 1) S A T A LLC

(Owner 2)

Note: Enter any additional owner names on page two.

(Address) 718 THOMPSON LN STE 108256

(Address)

City NASHVILLE State TN Zip 37204-3600

Country UNITED STATES

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

(Address)

(Address)

City State Zip

Country

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Assistance may be obtained
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☐ **THE AIRCRAFT IS DESTROYED OR SCRAPPED.**

☐ **THE AIRCRAFT WAS EXPORTED TO:**

☐ **OTHER, Specify**

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

SIGNATURE OF OWNER 1 (required field)	PRINTED NAME OF SIGNER (required field)	TITLE (required field)	DATE
Electronically Certified by Registered Owners			3/7/2018
SIGNATURE OF OWNER 2	PRINTED NAME OF SIGNER	TITLE	DATE

Use page 2 for additional signatures.

Fee paid: $5 (201803071329563429NB)

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

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REF N-NUM: 898TS

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AIRCRAFT REGISTRATION NUMBER	SERIAL NUMBER
N 898TS	95
MANUFACTURER	**MODEL**
DASSAULT-BREGUET	MYSTERE FALCON 900

DATE OF ISSUANCE	DATE OF EXPIRATION	TYPE OF REGISTRATION
10/08/2009	07/31/2018	CORPORATION

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(Address) 718 THOMPSON LN STE 108256

(Address)

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SIGNATURE OF OWNER 1 (required field)	PRINTED NAME OF SIGNER (required field)	TITLE (required field)	DATE
Electronically Certified by Registered Owners			2/26/2015
SIGNATURE OF OWNER 2	PRINTED NAME OF SIGNER	TITLE	DATE

Use page 2 for additional signatures.

Fee paid: $5 (201502260809294750NB)

OMB Control Number 2120-0729
Expires 05/31/15

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

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REF N-NUM: 898TS

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

FORM APPROVED
OMB NO. 2120-0042

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

PART I CONVEYANCE RECORDATION NOTICE

NAME (last name first) OF DEBTOR

S.A.T.A., LLC

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE

BANC OF AMERICA LEASING & CAPITAL, LLC

NAME OF SECURED PARTY'S ASSIGNOR (if assigned)

Do Not Write In This Block
FOR FAA USE ONLY

FAA REGISTRATION NUMBER	AIRCRAFT SERIAL NUMBER	AIRCRAFT MFR. (BUILDER) and MODEL
N898TS	95	DASSAULT AVIATION FALCON 900 (BREGUET MYSTERE FALCON 900)

ENGINE MFR. and MODEL	ENGINE SERIAL NUMBER(S)
HONEYWELL TFE-731-5BR-1C	P97339, P97342and P97340
PROPELLER MFR. And MODEL	PROPELLER SERIAL NUMBER(S)

THE SECURITY CONVEYANCE DATED OCTOBER 2, 2009 COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REGISTRY ON OCTOBER 8, 2009 AS CONVEYANCE NUMBER LA002613

FAA CONVEYANCE EXAMINER

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

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

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

DATE OF RELEASE: August 1, 2014

BANC OF AMERICA LEASING & CAPITAL, LLC

SIGNATURE (In Ink) Margaret E Conway

TITLE VICE PRESIDENT

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

ACKNOWLEDGEMENT (If Required By Application Local Law):

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

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

AIC

CAR CERT

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2014 AUG 25 PM 1 32
OKLAHOMA CITY
OKLAHOMA

DOCUMENT LEVEL ANNOTATIONS

orig rel doc 3713 rtd aic
ffr rel doc 4019 & 4020 8-5-14
see conveyance LA002613 doc 1481

PRINT PAGE 1 | PRIVACY ACT STATEMENT

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

Accepted DJ Apr/05/2013

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

DEPARTMENT OF TRANSPORTATION-FEDERAL AVIATION ADMINISTRATION

AIRCRAFT RE-REGISTRATION APPLICATION

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

AIRCRAFT REGISTRATION NUMBER N 898TS	**SERIAL NUMBER** 095
MANUFACTURER Dassault-Breguet	**MODEL** Mystere Falcon 900

DATE OF ISSUANCE	**DATE OF EXPIRATION**	**TYPE OF REGISTRATION**
October 8, 2009	July 31,2015	Corporation

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

(Owner 1) SATA LLC

(Owner 2)

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

(Address) % FBMM 2300 Charlotte Ave Ste 103

(Address)

City Nashville State TN Zip 37203-1877

Country USA

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

(Address)

(Address)

City State Zip

Country

INFORMATION FOR COMPLETION

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

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

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

Signature Requirements for Listed Registration Types:

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

Note: All signatures must be in ink.

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

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

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MAILING ADDRESS SATA LLC

718 Thompson Lane Suite 108256

Nashville, TN 37204 USA

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

SATA LLC

400 Air Freight Blvd

Nashville, TN 37217 USA

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

CANCELLATION OF REGISTRATION IS REQUESTED FOR THE REASON MARKED BELOW,

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

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

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

☐ **4. OTHER, Specify**

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

130861242489
$5.00 03/27/2013

FILED WITH FAA
AIRCRAFT REGISTRATION BR

2013 MAR 27 PM 12 59

OKLAHOMA CITY
OKLAHOMA

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

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

PRINT PAGE 2 **RESET**

NAME OF OWNER SATA LLC		DATE: MARCH 25, 2013
SIGNATURE	PRINTED NAME OF SIGNER TAYLOR A. SWIFT	TITLE: MEMBER
NAME OF OWNER		DATE:
SIGNATURE	PRINTED NAME OF SIGNER	TITLE:
NAME OF OWNER		DATE:
SIGNATURE	PRINTED NAME OF SIGNER	TITLE:
NAME OF OWNER		DATE:
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FILED WITH FAA
AIRCRAFT REGISTRATION BR

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OKLAHOMA

DOCUMENT LEVEL ANNOTATIONS

REVISED DOI 10/8/09

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

DEPARTMENT OF TRANSPORTATION-FEDERAL AVIATION ADMINISTRATION

AIRCRAFT RE-REGISTRATION APPLICATION

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

AIRCRAFT REGISTRATION NUMBER N 898TS	**SERIAL NUMBER** 95
MANUFACTURER DASSAULT-BREGUET	**MODEL** MYSTERE FALCON 900

DATE OF ISSUANCE 07/29/2012	**DATE OF EXPIRATION** 07/31/2015	**TYPE OF REGISTRATION** CORPORATION

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

(Owner 1) S A T A LLC

(Owner 2)

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

(Address) C/O FBMM INC

(Address) 2300 CHARLOTTE AVE STE 103

City NASHVILLE State TN Zip 37203-1877

Country UNITED STATES

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

(Address)

(Address)

City State Zip

Country

INFORMATION FOR COMPLETION

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

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

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

Signature Requirements for Listed Registration Types:

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

Note: All signatures must be in ink.

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

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

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

MAILING ADDRESS

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

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

CANCELLATION OF REGISTRATION IS REQUESTED FOR THE REASON MARKED BELOW,

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

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

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

☐ **4. OTHER, Specify**

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

SIGNATURE OF OWNER 1	PRINTED NAME OF SIGNER	TITLE	DATE
Electronically Certified by Registered Owners			7/29/2012
SIGNATURE OF OWNER 2	**PRINTED NAME OF SIGNER**	**TITLE**	**DATE**

Fee paid: $5 (201207291838336527NA)

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

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

REF NNUM: 898TS

U.S. Department
of Transportation

**Federal Aviation
Administration**

**Flight Standards Service
Aircraft Registration Branch,
AFS-750**

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

Date of Issue: October 16, 2009

S A T A LLC
C/O FBMM INC
2300 CHARLOTTE AVE STE 103
NASHVILLE, TN 37203-1877

HAND DELIVERED TO IATS IN THE PD ROOM

T095129 This facsimile must be carried in the Aircraft as a Temporary Certificate of Registration for

N898TS DASSAULT-BREGUET MYSTERE FALCON 900 Serial 95 and is valid until Nov 15, 2009.

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

Dana Manning
_____ for
Walter Binkley
Manager, FAA Aircraft Registry, AFS-750
Federal Aviation Administration

FTW/DUP

Insured Aircraft Title Service, Inc.

P.O. Box 19527 Oklahoma City, Ok 73144 (405) 681-6663
4848 SW 36th Street Oklahoma City, Ok 73179 (800) 654-4882
IATS@insuredaircraft.com FAX (405) 681-9299

Federal Aviation Administration
Aircraft Registry

Date: 10-16-09

Gentlemen:

Please issue a duplicate certificate on the aircraft herein described:

N 898TS

Make Dassault-Breguet

Model Mystere Falcon 900

S/N 95

* Certificate has been lost in mail

or

* Customer has misplaced the certificate

to the present registered owner:

SATA LLC

******Please issue a Flying Time Wire for this aircraft to Insured Aircraft Title Service, Inc. in the Public Documents room.*******

Thank you,

092891052336
$2.00 10/16/2009

By: Angie Risley
Documentation Specialist

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

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

2-

IRREVOCABLE DE-REGISTRATION
AND EXPORT REQUEST AUTHORIZATION

THIS IRREVOCABLE DE-REGISTRATION AND EXPORT REQUEST AUTHORIZATION IS LINKED TO AND PART OF THAT CERTAIN AIRCRAFT CHATTEL MORTGAGE AND SECURITY AGREEMENT DATED OCTOBER 2, 2009, BY AND BETWEEN S.A.T.A., LLC, A TENNESSEE LIMITED LIABILITY COMPANY AND BANC OF AMERICA LEASING & CAPITAL, LLC, WHICH IS BEING FILED WITH THE FEDERAL AVIATION ADMINISTRATION CONTEMPORANEOUSLY HEREWITH

October 2, 2009

To: Federal Aviation Administration
Re: Irrevocable De-Registration and Export Request Authorization

The undersigned is the registered owner of the Dassault-Breguet model Mystere Falcon 900 aircraft bearing manufacturer's serial number 95 and registration N898TS (together with all installed, incorporated or attached accessories, parts and equipment, the "aircraft").

This instrument is an irrevocable de-registration and export request authorization issued by the undersigned in favor of Banc of America Leasing & Capital, LLC ("the authorized party") under the authority of Article XIII of the Protocol to the Convention on International Interests in Mobile Equipment on Matters specific to Aircraft Equipment. In accordance with that Article, the undersigned hereby requests:

(a) recognition that the authorized party or the person it certifies as its designee is the sole person entitled to:

(i) procure the de-registration of the aircraft from the Aircraft Register maintained by the Federal Aviation Administration for the purposes of Chapter III of the Convention on International Civil Aviation, signed at Chicago, on 7 December 1944, and

(ii) procure the export and physical transfer of the aircraft from the United States of America; and

(b) confirmation that the authorized party or the person it certifies as its designee may take the action specified in clause (i) above on written demand without the consent of the undersigned and that, upon such demand, the authorities in the United States of America shall co-operate with the authorized party with a view to the speedy completion of such action.

The rights in favor of the authorized party established by this instrument may not be revoked by the undersigned without the written consent of the authorized party.

Please acknowledge your agreement to this request and its terms by appropriate notation in the space provided below and lodging this instrument in the Aircraft Register maintained by the Federal Aviation Administration.

S.A.T.A., LLC

By: _____
Name: Taylor A. Swift
Title: Member

LA1892312.2
666666-66666

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AIRCRAFT REGISTRATION BR

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DOCUMENT LEVEL ANNOTATIONS

See recorded convey #LA002613

U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION **CROSS-REFERENCE—RECORDATION**	RECORDED CONVEYANCE FILED IN: NNUM: 898TS SERIAL NUM: 95 MFR: DASSAULT-BREGUET MODEL: MYSTERE FALCON 900 AIR CARRIER:

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

TYPE OF CONVEYANCE	DATE EXECUTED
AIRCRAFT CHATTEL MORTGAE AND SECURITY AGREEMENT	10/2/2009
FROM S A T A LLC	DOCUMENT NO. LA002613
TO OR ASSIGNED TO BANC OF AMERICA LEASING & CAPITAL LLC	DATE RECORDED OCT 08, 2009

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

Total Aircraft: 1	Total Engines: 3	Total Props:	Total Spare Parts:

N898TS

HONEY TFE-731-5BR-1C P-97339 HONEY TFE-731-5BR-1C P-97342

HONEY TFE-731-5BR-1C P-97340

AFS-750-23R (02/08)

AIRCRAFT CHATTEL MORTGAGE AND SECURITY AGREEMENT

THIS AIRCRAFT CHATTEL MORTGAGE AND SECURITY AGREEMENT is made as of October 21, 2009 by S.A.T.A., LLC, a Tennessee limited liability company ("Debtor"), in favor of Banc of America Leasing & Capital, LLC ("Secured Party").

In consideration of the premises and in order to induce the Secured Party to make a loan to the Debtor, the Debtor covenants and agrees with the Secured Party as follows:

1. DEFINITIONS

As used in this Agreement (as defined below), the following terms have the meanings ascribed to them in this section and all other capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement:

1.1 "Agreement" means this Aircraft Chattel Mortgage and Security Agreement, any exhibits or schedules hereto, and any extensions, supplements, amendments or modifications hereof or to any such exhibits or schedules.

1.2 "Aircraft" means (i) that certain that certain 1991 Dassault-Breguet model Mystere Falcon 900 aircraft, manufacturer's serial number 95, U.S. registry number N898TS; (ii) the Airframe; (iii) the Engines; and (iv) any and all manuals, logbooks, flight records, maintenance records, and other historical records or information of Debtor relating to the Airframe or the Engines or both.

1.3 "Airframe" means the airframe identified on Schedule A attached hereto and incorporated herein by this reference, together with any and all fuel, parts, appliances, components, instruments, accessories, accessions, attachments, equipment, or avionics (including, without limitation, radio, radar, navigation systems, and other electronic equipment) installed in, appurtenant to, or delivered with or in respect of such airframe. The term "Airframe" shall also refer to any replacement parts, appliances, components, instruments, accessories, accessions, attachments, equipment, or avionics (including, without limitation, radio, radar, navigation systems, and other electronic equipment) which Debtor is required or permitted, under this Agreement, to install upon the Airframe and as to which Debtor complies with each of the applicable requirements contained in this Agreement.

1.4 "Bank of America Group" has the meaning set forth in the Loan Agreement.

1.5 "Bankruptcy Code" means Title 11 of the United States Code, as amended from time to time.

1.6 "Casualty Loss" has the meaning given to such term in Section 3.5 hereof.

1.7 "Code" means the Uniform Commercial Code as enacted by the State of New York, and any and all terms used in this Agreement which are defined in the Code shall be construed and defined in accordance with the meaning ascribed to such terms in the Code.

1.8 "CTC" has the meaning given to such term in Section 1.14.

1.9 "Collateral" means each and all of the following: (i) the Aircraft; (ii) the Sales Agreement; (iii) the Lease Agreement; (iv) all rights, title and interest of the Pledgor in and to all insurance policies pertaining to or relating to the Aircraft; (v) all contract rights, including, without limitation, sales agreements, repurchase agreements, lease agreements and charter agreements. including, without limitation, the right to receive, either directly or indirectly from any party or Person, any rents, other payments or proceeds in connection with the Aircraft and/or its use (including, without limitation, under the Lease Agreement or any other lease agreement or charter agreement), accounts, rights to payment of money relating to such collateral described in (i) through (iv) above and/or relating to any Swap Contract;

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AIRCRAFT REGISTRATION BR

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OKLAHOMA

(vi) all monies, debts, claims, securities and other property now or hereafter deposited with or owed or owing by the Lender and/or any other member of the Bank of America Group to the Pledgor (including, without limitation, the Transaction Account and/or in connection with any Swap Contract); (vii) all dividends, interest, products and proceeds of any of the property described in clauses (i) through (vi) above, including, without limitation, any and all accounts, general intangibles, contract rights, inventory, equipment, money, drafts, instruments, deposit accounts, or other tangible and intangible property of Debtor resulting from the sale (authorized or unauthorized) or other disposition of the Collateral, or any portion thereof, and any and all payments (in any form whatsoever) made or due and payable to or for the account of Debtor in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Aircraft by any governmental department, commission, board, bureau, authority, agency or body, domestic or foreign and proceeds of proceeds; and (viii) all books and records relating to the foregoing.

1.10 "Engines" means the aircraft engines identified on Schedule A, and any other aircraft engines which either now or in the future are installed on the Airframe, together with any and all parts, appliances, components, accessories, accessions, attachments or equipment installed on, appurtenant to, or delivered with or in respect of such engines. The term "Engines" shall also refer to any replacement aircraft engine which Debtor is required or permitted, under this Agreement, to install upon the Airframe and as to which Debtor complies with each of the applicable requirements contained in this Agreement.

1.11 "Event of Default" means the occurrence of any one or more of the events set forth in Section 4.1 of this Agreement.

1.12 "FAA" means the United States Federal Aviation Administration, or any successor or replacement administration or governmental agency having the same or similar authority and responsibilities.

1.13 "IDERA" means an Irrevocable De-Registration and Export Request Authorization in the form of Schedule B hereto.

1.14 "Insolvency Proceeding" means any proceeding commenced by or against any person or entity, under any provision of the federal Bankruptcy Code, or under any other bankruptcy or insolvency law, including, but not limited to, assignments for the benefit of creditors, formal or informal moratoriums, compositions or extensions with some or all creditors.

1.15 "International Registry" means the International Registry created pursuant to the Convention on International Interest in Mobile Equipment ("CTC"), the Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment ("Protocol"), together with the Regulations and Procedures issued by the Supervisory Authority for the International Registry, and all other rules, amendments, supplements, modifications, and revisions thereto, all as in effect on this date in the United States of America, as a contracting state, and the requirements of Title 49, United States Code, Transportation, pertaining to the recordation of instruments and the registration of aircraft with the FAA under the Transportation Code.

1.16 "Judicial Officer or Assignee" means any trustee, receiver, controller, custodian, assignee for the benefit of creditors or any other person or entity having powers or duties like or similar to the powers and duties of a trustee, receiver, controller, custodian or assignee for the benefit of creditors.

1.17 "Loan Agreement" means the Loan and Security Agreement, dated as of even date herewith by and among Debtor, Secured Party and Merrill Lynch, Pierce, Fenner & Smith Incorporated.

1.18 "Loan Documents" has the meaning set forth in the Loan Agreement.

1.19 "Note" means the promissory note which Debtor, among others, has executed, or is executing, to the order of Secured Party pursuant to the Loan Agreement, together with any and all concurrent or subsequent extensions, amendments, or modifications thereto.

1.20 "Obligations" means any and all loans, advances, overdrafts, debts, liabilities, obligations (including, without limitation, any and all amounts evidenced by the Note, any and all interest which is not paid when due, and any and all Secured Party Expenses which Debtor, and any other loan party under the Loan Agreement, is required to pay or reimburse by this Agreement, by law, or otherwise), guaranties, covenants and duties owing by Debtor or any other such loan party to Secured Party or any other Member of the Bank of America Group, of any kind or description, arising out of or in connection with, or related to the transactions contemplated by the Loan Agreement, the Note, this Agreement, and/or any other agreement(s) between Debtor and any such other loan party, on the one hand, and Secured Party or any other member of the Bank of America Group, on the other hand, entered into in connection therewith, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising (including, without limitation, any and all ISDA Master Agreements and related supplements, schedules and confirmations, and any other Swap Contract).

1.21 "Protocol" has the meaning given to such term in Section 1.14.

1.22 "Secured Party Expenses" means (i) all costs or expenses which Debtor is required to pay or cause to be paid under this Agreement and which are paid or advanced by Secured Party pursuant to the provisions of this Agreement; (ii) all taxes and insurance premiums of every nature and kind which Debtor is required to pay or cause to be paid under this Agreement and which are paid or advanced by Secured Party pursuant to the provisions of this Agreement; (iii) all filing, recording, publication and search fees paid or incurred by Secured Party in connection with the transactions contemplated by this Agreement; (iv) all costs and expenses paid or incurred by Secured Party (with or without suit), to correct any default or enforce any provisions of this Agreement or the Note, or in gaining possession of, maintaining, handling, preserving, storing, refurbishing, appraising, selling, preparing for sale and/or advertising to sell the Collateral, whether or not a sale is consummated; (v) all costs and expenses of suit paid or incurred by Secured Party in enforcing or defending this Agreement, the Loan Agreement, or the Note, or any portion of any thereof; and (vi) attorneys' costs, fees and expenses paid or incurred by Secured Party in advising, structuring, negotiating, drafting, reviewing, amending, terminating, enforcing, defending or concerning this Agreement, the Loan Agreement, the Note, or any of the other Loan Documents or any portion of any thereof, whether or not suit is brought, and including any action brought in any Insolvency Proceeding.

1.23 "Swap Contract" has the meaning set forth in the Loan Agreement.

1.24 "Transportation Code" means Title 49 of the United States Code, as amended from time to time.

2. CREATION OF SECURITY INTEREST

2.1 Security Interest in Collateral. Debtor hereby grants to Secured Party a continuing, first priority security interest in and lien upon the Collateral in order to secure prompt repayment of any and all Obligations owed by Debtor or any other loan party under the Loan Agreement to Secured Party and in order to secure prompt performance of any and all other Obligations to be performed by Debtor or any other such borrower. Secured Party's security interest in and lien upon the Collateral shall attach to all of the Collateral upon the execution and delivery of this Agreement, without further act being required on the part of either Secured Party or Debtor and constitutes an international interest under the International Registry.

2.2 Security Instruments. Debtor will perform, or will cause to be performed, upon the request of Secured Party and/or expressly authorizes Secured Party to perform (the costs and expenses of which shall constitute Secured Party Expenses hereunder) each and all of the following:

(a) Record, register and file this Agreement, as well as such notices, financing statements, and/or other documents or instruments as may, from time to time, be determined by Secured Party to be necessary or advisable to fully carry out the intent of this Agreement, with: (i) the Aircraft Registration Branch of the FAA Civil Aviation Registry in Oklahoma City, Oklahoma promptly after the execution and delivery of this Agreement; (ii) the International Registry, (iii) the Secretary of State of the State of Tennessee, and (iv) such other administrations or governmental agencies, whether domestic or foreign, as may be determined by Secured Party to be necessary or advisable in order to perfect, establish, confirm, maintain and/or perfect the security interest and lien created hereunder, as a legal, valid, and binding, first priority security interest and lien upon the Collateral.

(b) Furnish to Secured Party or any other Person evidence of every such recording, registering and filing.

2.3 Further Assurances. Debtor shall execute and deliver or perform, or cause to be executed and delivered or performed, such further and other instruments and/or acts as Secured Party determines are necessary or advisable to fully carry out the intent and purpose of this Agreement or to subject the Collateral to the security interest and lien created hereunder, including, without limitation: (a) any and all acts and things which may be reasonably requested by Secured Party with respect to complying with or remaining subject to the Transportation Code and the rules and regulations of the FAA thereunder, or the laws and regulations of any of the various states or countries in which the Aircraft is or may fly over, operate in, or become located in; and (b) defending the title of Debtor to the Collateral by means of negotiation and, if necessary, appropriate legal proceedings, against each and every party claiming an interest therein contrary or adverse to Debtor's title to same.

2.4 Power of Attorney. Debtor hereby irrevocably appoints Secured Party as its attorney-in-fact and agent with full power of substitution and re-substitution for Debtor and in its name to do, at Secured Party's option, any one or more of the following acts: (i) to endorse the name of the Debtor on any checks or other instruments or evidences of payment or other documents, drafts, or instruments arising in connection with or pertaining to the Collateral, to the extent that any such items come into the possession of the Secured Party; (ii) to compromise, prosecute or defend any action, claim, or proceeding concerning the Collateral; (iii) to do any and all acts which Debtor is obligated to do under this Agreement; (iv) to exercise such rights as Debtor might exercise relative to the Collateral, including, without limitation, the leasing, chartering, or other utilization thereof; (v) to give notice of Secured Party's security interest in and lien upon the Collateral, including, without limitation, notification to lessees and/or other account debtors of the Secured Party's security interest in the rents and other payments due to Debtor relative to the Collateral, and the collection of any such rents or other payments; and (vi) to execute in Debtor's name and file any notices, filings, financing statements, and other documents or instruments Secured Party determines are necessary or required to fully carry out the intent and purpose of this Agreement or to perfect Secured Party's security interest and lien in and upon the Collateral. Debtor hereby ratifies and approves all that Secured Party has done or has caused to be done, or shall do or shall cause to be done by virtue of the power of attorney granted in this Section 2.4 and agrees that none of the Secured Party, nor any of its employees, agents, officers, or its attorneys, will be liable for any acts or omissions or for any error of judgment or mistake of fact or law made while acting pursuant to the provisions of this Section 2.4 and in good faith. The appointment of Secured Party as Debtor's attorney-in-fact, and each and every one of Secured Party's rights and powers in connection therewith, being coupled with an interest, are and shall remain irrevocable until all of Debtor's Obligations have been fully paid and performed. Secured Party shall notify Debtor immediately in writing upon Secured Party's taking any action as Debtor's attorney-in-fact.

3. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF DEBTOR

By executing and delivering this Agreement, and continually thereafter until each and all Obligations have been fully paid and performed, Debtor represents, warrants and covenants to Secured Party that Debtor has good and marketable title to the Aircraft and, in addition, Debtor represents, warrants and covenants to Secured Party as follows:

3.1 Compliance with Laws. Debtor will neither use the Collateral, nor permit the Collateral to be used, for any unlawful purpose or contrary to any statute, law, ordinance or regulation relating to the registration, use, operation or control of the Collateral. Debtor will comply with, or cause to be complied with, at all times and in all respects, all statutes, laws, ordinances and regulations of the United States (including, without limitation, the FAA), and of all other governmental, regulatory, or judicial bodies applicable to the use, operation, maintenance, overhauling, or condition of the Collateral, or any part thereof, and with all requirements under any airworthiness certificates, licenses, permits, registrations or operating certificates relating to the use or operation of the Collateral which are issued to Debtor or to any other person having operational control of the Collateral; provided, however, that Debtor may, in good faith and by appropriate legal or other proceedings, contest the validity of any such statutes, laws, ordinances or regulations, or the requirements of any such licenses, permits, registrations or certificates, and pending the determination of such contest may postpone compliance therewith, unless the rights of Secured Party hereunder are or may be materially adversely affected thereby.

3.2 Use of the Aircraft.

(a) At no time shall the Aircraft be used, operated or located in or over any country (i) which does not have full diplomatic relations with the United States, (ii) which is outside of the geographical limits set forth in applicable insurance policies or in violation of applicable law, or (ii) for which any and all notices, statements, filings or other documents required to be filed in such country for the use operation or location of the Aircraft in such country have not been filed (with date stamped copies of same provided to Secured Party).

(b) At no time shall the Aircraft be registered in any foreign jurisdiction or operated in or over any area which may expose Secured Party to any penalty, fine, sanction or other liability, whether civil or criminal, under any applicable law, rule, treaty or convention, nor may the Aircraft be used in any manner which is or is declared to be illegal or which may render the Aircraft liable to confiscation, seizure, detention or destruction (including, without limitation operating in any area where there is a material risk of war or of other hostilities).

3.3 Maintenance and Repair.

(a) Debtor shall, at its expense, cause to be done each and all of the following during the term of this Agreement:

(i) maintain and keep the Collateral in as good condition and repair as it is on the date of this Agreement, ordinary wear and tear excepted;

(ii) maintain and keep the Aircraft in good order and repair and first class airworthy condition in accordance with the requirements of each of the manufacturers' manuals and mandatory service bulletins and each of the manufacturers' non-mandatory service bulletins which relate to airworthiness;

(iii) replace in or on the Airframe, any and all Engines, parts, appliances, instruments or accessories which may be worn out, lost, destroyed or otherwise rendered unfit for use; and

(iv) maintain and keep the Aircraft in such condition as may be necessary to enable the airworthiness certificate of the Aircraft to be maintained in good standing at all times under the Transportation Code and all FAA regulations thereunder and, without limiting the generality of the foregoing, cause to be performed, on all parts of the Aircraft, all applicable airworthiness directives and manufacturers' service bulletins relating to airworthiness, the compliance date of which shall occur during the term of this Agreement.

(b) Debtor shall be responsible for all required inspections of the Aircraft and licensing or re-licensing of the Aircraft in accordance with all applicable FAA and other governmental requirements.

Debtor shall at all times cause the Aircraft to have, on board and in a conspicuous location, a current airworthiness certificate issued by the FAA.

(c) All inspections, maintenance, modifications, repairs, and overhauls of the Aircraft (including those performed on the Airframe, the Engines, and/or any components, appliances, accessories, instruments, or equipment) shall be performed by personnel authorized by the FAA to perform such services.

(d) If any Engine, component, appliance, accessory, instrument, equipment or part of the Aircraft shall reach such a condition as to require overhaul, repair or replacement, for any cause whatever, in order to comply with the standards for maintenance and other provisions set forth in this Agreement, Debtor may:

(i) install or cause to be installed on the Aircraft such items of substantially the same type in temporary replacement of those then installed on the Aircraft, pending overhaul or repair of the unsatisfactory item; provided, however, that such replacement items must be in such a condition as to be permissible for use upon the Aircraft in accordance with the standards for maintenance and other provisions set forth in this Agreement; provided, further, however, that Debtor must, at all times, retain unencumbered title to any and all items temporarily removed; or

(ii) install or cause to be installed on the Aircraft such items of substantially the same type in permanent replacement of those then installed on the Aircraft; provided, however, that such replacement items must be in such condition as to be permissible for use upon the Aircraft in accordance with the standards for maintenance and other provisions set forth in this Agreement; provided, further, however, that Debtor must first comply with each of the requirements of subsection (e) below.

(e) In the event that during the effectiveness of this Agreement, Debtor shall be required or permitted for any reason, including, without limitation, as a result of a Casualty Loss (defined below), to install or cause to be installed upon the Airframe or any Engine, components, appliances, accessories, instruments, engines, equipment or parts in permanent replacement of those then installed on the Airframe or such Engine, Debtor may do so with not less than thirty (30) days prior written notice to Secured Party, provided that, in addition to any other requirements provided for in this Agreement:

(i) Secured Party is not divested of its security interest in and lien upon any item removed from the Aircraft and that no such removed item shall be or become subject to the lien or claim of any person, unless and until such item is replaced by an item of the type and condition required by this Agreement, title to which, upon its being installed or attached to the Airframe, is validly vested in Debtor, free and clear of any liens and/or claims, of any kind or nature, of any person other than Secured Party;

(ii) Debtor's title to every substituted item shall immediately be and become subject to the security interest and lien of Secured Party, and each of the provisions of this Agreement, and each such item shall remain so encumbered and so subject unless it is, in turn, replaced by a substitute item in the manner permitted herein and Debtor shall deliver to Secured Party such documents to evidence such conveyance and shall make, and also hereby consents to being made, such filings and registrations (including, without limitation, with the FAA and the International Registry) with respect thereto as Secured Party deems necessary or appropriate in connection with its security interest and lien therein, in which event, such substituted item shall automatically be part of the Aircraft under this Agreement; and

(iii) If an item is removed from the Aircraft and replaced in accordance with the requirements of this Agreement, and if the substituted item satisfies the requirements of this Agreement, including the terms and conditions of subsections (i) and (ii) hereinabove, then the item which is removed shall thereupon, and only thereupon, be free and clear of the security interest and lien of Secured Party.

(f) In the event that any Engine, component, appliance, accessory, instrument, equipment or part is installed upon the Airframe, and is not in substitution for or in replacement of an existing item, such additional item shall be considered as an accession to the Airframe.

3.4 Insurance. The Aircraft shall at all times be insured and be covered by Aircraft Hull and Liability Insurance and War Risks and Confiscation Insurance, any and all insurance required by the European Union and any and all other insurance as may be necessary or desirable in Secured Party's discretion, all in accordance with the terms of the Loan Agreement. Without limiting the scope of the power of attorney granted by Debtor to Secured Party pursuant to Section 2.4 hereof, Debtor hereby appoints Secured Party as Debtor's attorney-in-fact with full power and authority in the place of Debtor and in the name of Debtor or Secured Party to make claim for, receive payment of, and sign and endorse all documents, checks or drafts for loss or damage under any policy of insurance with respect to the foregoing.

3.5 Loss or Damage to Collateral. Debtor bears the entire risk of loss, theft, damage or destruction of the Aircraft in whole or in part from any reason whatsoever (a "Casualty Loss"). No Casualty Loss to Equipment shall relieve Debtor from its Obligations to Secured Party. In the event of a Casualty Loss with respect to the Aircraft, Debtor shall immediately notify Secured Party of such Casualty Loss. For greater certainty and without in any way limiting Secured Party's other rights under this Agreement or under the Loan Agreement, if Secured Party reasonably determines that the Aircraft has suffered a Casualty Loss beyond repair or that a Casualty Loss has substantially and permanently reduced the Value of the Aircraft, then Secured Party, at its discretion may elect to declare any and all Obligations under this Agreement and under the Loan Agreement immediately due and payable, and not later than thirty (30) days after the date of Secured Party's notice to Debtor that Secured Party has made such election, Debtor shall pay to Secured Party in immediately available funds, the amount of any and all Obligations outstanding under this Agreement and the Loan Agreement.

3.6 Principal Office. Debtor represents that its principal office, and the office where Debtor's records concerning its accounts and contract rights are kept, is located at 145 Maple Row Boulevard, Hendersonville, TN 37075, and agrees that the location of such office will not be changed unless Debtor shall have given Secured Party at least thirty (30) days' prior written notice thereof.

3.7 Location of Aircraft. Debtor represents that the Aircraft is primarily based and hangared at Signature Flight Support, Nashville International Airport, 801 Hangar Lance, Nashville TN 37217, United States, or such other location at the Nashville International Airport, Nashville TN, as Debtor may advise Secured Party in writing. Debtor shall not change the foregoing location of the Aircraft to another location in the United States, without providing Secured Party with not less than thirty (30) days prior written notice thereof. The Aircraft may not be primarily based and hangared outside of the United States.

3.8 Further Representations, Warranties, and Covenants.

(a) Debtor shall pay, or cause to be paid, when due all taxes, assessments, charges (including license and registration fees and all taxes, levies, imposts, duties, charges or withholdings of any nature whatsoever, together with any penalties, fines or interest thereon) imposed upon Debtor by any federal, state or local government or taxing authority upon or with respect to the Collateral or any portion thereof; or upon the purchase, ownership, delivery, leasing, possession, use, operation, return or other disposition by Debtor thereof; or upon the rentals, receipts or earnings arising therefrom to which Debtor may be entitled under the Loan Documents, or upon or with respect to this Agreement, or any of the other agreements relating hereto, excepting from such requirements (i) any taxes or charges which are based on, or measured by, the net income of Secured Party, and (ii) any taxes or charges which Debtor disputes in good faith by appropriate proceedings in a timely manner and as to which Debtor maintains appropriate reserves;

(b) Debtor qualifies in all respects as a citizen of the United States as defined in the Transportation Code;

(c) Debtor shall cause to be kept accurate and complete logs, manuals, books, and records relating to the Collateral, and shall provide Secured Party with such copies of reports and information relating to the Collateral as Secured Party may reasonably require from time to time, but not less than once per calendar year;

(d) Debtor shall not sell or otherwise dispose of or transfer the Collateral, or any right or interest of Debtor therein;

(e) Debtor shall not by its own actions cause any security interest, lien, charge or other encumbrance to attach to or exist relative to the Collateral, whether voluntarily or involuntarily, and whether by issuance of judicial process, levy or otherwise, until all of the Obligations have been completely discharged; provided, however, that this subsection shall not prohibit Debtor from incurring any materialmen's mechanic's, workman's, employees' or other like liens, arising in the ordinary course of business, the payment for which is not due and payable, or liens for taxes, assessments or governmental charges or levies, the payment for which is not yet due and payable;

(f) Debtor shall promptly give Secured Party notice of any Event of Default or event which, after notice or lapse of time or both, would constitute an Event of Default under this Agreement or any Loan Document; and

(g) Debtor shall indemnify Secured Party and hold it harmless from and against all liabilities, claims and/or demands arising from any cause whatsoever, including the doctrine of strict liability, in connection with this Agreement or Secured Party's rights herein or in the Collateral and/or the use, sale, operation or possession of the Collateral.

4. EVENTS OF DEFAULT AND REMEDIES

4.1 Events of Default. The occurrence of any one or more of the following events shall constitute an Event of Default under this Agreement:

(a) An "Event of Default" as defined in and under the Loan Agreement has occurred and is continuing;

(b) There is a material impairment of the Value or priority of Secured Party's security interests in the Collateral;

(c) All or any of the Collateral is attached, seized, subjected to a writ or distress warrant, or is levied upon, or comes into the possession of any Judicial Officer or Assignee and such writ, warrant, levy or seizure is not released, discharged, dismissed, bonded against or satisfied within thirty (30) days from the date thereof; or

(d) A notice of lien, levy or assessment is filed of record with respect to any or all of the Collateral by the United States Government, or any department, agency or instrumentality thereof.

4.2 Remedies Upon Default. Upon the occurrence and during the continuance of an Event of Default, Secured Party may, at its election, and to the extent permitted by applicable law, without notice and without demand, do any one or more of the following, all of which are authorized by Debtor:

(a) Assume all of Debtor's rights to the Collateral, with or without notice of process of law, and hold, store and/or use, operate, manage and control the Collateral and collect and receive all rents, revenues, issues and profits of the Collateral and every part thereof to which Debtor may be entitled;

(b) Grant extensions and compromise claims with respect to the Collateral, and settle claims with respect to the Collateral for less than face value, all without prior notice to Debtor;

(c) Subject to any applicable provisions of the UCC, retain the Collateral in full satisfaction of the Obligations secured thereby, or sell the Collateral for cash or on terms, in such manner and such places as is commercially reasonable. The requirements of reasonable notice shall be met as follows:

(i) Secured Party shall give Debtor a notice in writing of the time and place the private sale or other disposition is to be made; and

(ii) the notice shall be personally delivered or mailed, postage prepaid, to Debtor's address appearing in this Agreement (or at such other address as Debtor advises Secured Party of in writing), at least ten (10) Business Days before the date fixed for the sale, or at least ten (10) Business Days before the date on or after which the private sale or other disposition is to be made. Notice to persons other than Debtor claiming an interest in Collateral shall be sent to such addresses as they have furnished to Secured Party.

(d) All costs and expenses incurred by Secured Party in connection with the enforcement and/or exercise of any of its rights or remedies herein shall be immediately payable by Debtor, upon demand, and shall constitute Secured Party Expenses hereunder, whether or not suit is commenced;

(e) Prior to the disposition of the Collateral, Secured Party may, but shall not be required to assemble, process, repair or recondition, maintain, store, refurbish, have appraised, or otherwise prepare the Collateral for disposition;

(f) With or without taking possession of the Collateral, take legal proceedings for:

(i) the specific performance of any covenant or agreement contained herein, or the execution of any right or power herein granted;

(ii) foreclosure hereunder;

(iii) the sale under the judgment or decree of any court of competent jurisdiction, of all or any part of the Collateral;

(iv) the appointment of a receiver or receivers of all or any part of the Collateral pending any foreclosure hereunder or the sale of all of the Collateral, by any court of competent jurisdiction or under executory or other legal process; or

(v) the enforcement of any other appropriate remedy, whether under this Agreement or otherwise.

(g) Exercise any and all other rights and remedies of a secured party under the Loan Agreement, the Code and/or under any other applicable law, including, without limitation, to exercise any and all remedies available to a chargee pursuant to Articles 8, 9, 12 and 13 of the CTC, and Articles IX and XIII of the Protocol and, further, may exercise any rights under the IDERA, including de-registering the Aircraft and Debtor acknowledges and agrees that, notwithstanding such de-registration and any subsequent de-registration, Debtor shall continue to be liable for the Obligations secured hereby and in furtherance of the foregoing, Debtor acknowledges and agrees that Secured Party may exercise all forms of interim relief available in accordance with Article 13 of the CTC and Article IX of the Protocol.

4.3 Waiver. Debtor waives any right it may have to a hearing prior to the disposition of any of the Collateral by Secured Party following the occurence of an Event of Default, or to the exercise of Secured Party's right of setoff as herein provided.

4.4 Application of Proceeds. The proceeds of any disposition of any of the Collateral, the net earnings of any lease or other agreement relative to the use of the Collateral, and any amounts received as a result of the exercise of any of the rights, powers and remedies of Secured Party herein granted,

including the right to collect proceeds of any claims for damages on account of the Collateral and the right to collect proceeds of any insurance received on account of the Collateral, shall be applied as follows:

(a) First, to the repayment of all Secured Party Expenses;

(b) Second, to the repayment of all other Obligations;

(c) Third, and subject to the rights of any junior lienholders, any remaining amounts shall be paid, without interest, to Debtor.

4.5 Right of Set-off. Debtor agrees that Secured Party may exercise a right of set-off with respect to any amounts owed to Secured Party in the same manner as if the amounts owed were unsecured.

4.6 Exercise of Remedies. Each right, power and remedy herein granted Secured Party is cumulative and in addition to every other right, power and remedy herein specifically given or now or hereafter existing under or by virtue of the provisions of any other agreement between Debtor and Secured Party or in equity, at law or by virtue of statute or otherwise. No failure to exercise, and no delay in exercising, any right, power or remedy held by Secured Party hereunder or otherwise, shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy held hereunder or otherwise, preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

4.7 Termination. If all of the Obligations shall be fully paid and performed, then the security interest and lien of Secured Party in the Collateral shall thereupon terminate, and immediately upon such termination Secured Party shall execute and deliver to Debtor proper instruments acknowledging the termination of the security interest and liens, including, without limitation, a document in a form suitable for filing in the Aircraft Registration Branch of the FAA Civil Aviation Registry and with the International Registry releasing Secured Party's security interests in the Collateral.

5. MISCELLANEOUS PROVISIONS

5.1 Successors and Assigns. All the covenants, promises, stipulations and agreements contained herein shall bind each party and its successors and assigns, and shall inure to the benefit of the other party and its respective successors and assigns.

5.2 Entire Agreement. This Agreement, together with the Schedule, Exhibit and other agreements referred to herein, constitutes the entire understanding between the parties with respect to the subject matter hereof. All prior agreements, understandings, representations, warranties and negotiations, if any, are merged into this Agreement, and this Agreement is the entire agreement between Debtor and Secured Party relating to the subject matter hereof. This Agreement cannot be changed or terminated orally.

5.3 Captions. Captions to the Articles and Sections of this Agreement are for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation of any provision hereof.

5.4 Notices. Any notice given with respect to this Agreement may be personally served or given in writing by depositing such notice in the United States mail, first class postage prepaid, or by transmitting such notice by facsimile transmission, addressed:

If to Debtor at:

S.A.T.A., LLC
145 Maple Row Boulevard
Hendersonville, TN 37075
Telephone: 615-329-9902
Facsimile: 615-321-5074

With a copy to:

FBMM, Inc.
2300 Charlotte, Avenue
Nashville, TN 37203
Attention: Duane Clark
Telephone: 615-329-9902
Facsimile: 615-321-5074

and to:

Gearhiser, Peters, Lockaby, Cavett & Elliott, PLLC
320 McCallie Avenue
Chattanooga, TN 37402
Attention: Beverly S. Edge, Esq.
Telephone: 423-756-5171
Facsimile: 423-255-1605

If to Secured Party at:

Banc of America Leasing & Capital, LLC
1 Financial Plaza 5th Floor, Providence, RI 02903
Attn: Director of Aircraft Operations
Telephone: 800-238-3737
Facsimile: 401-278-7941

With a copy to:

Merrill Lynch Custom Credit
1 N. Wacker Dr. Suite 1950
Chicago, IL 60606
Attention: John S. Wayland, Director
Telephone: 312-325-2610
Facsimile: 312-428-4077

and to:

Loeb & Loeb LLP
10100 Santa Monica Boulevard, Suite 2200
Los Angeles, CA 90067
Attention: Paul W.A. Severin, Esq.
Telephone: 310-282-2059
Facsimile: 310-919-3932

or at such other address as a party may from time to time designate by written notice to the other.

5.5 Severability. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision hereof.

5.6 Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

5.7 Jurisdiction; Dispute Resolution. Any and all claims, controversies and disputes under this Agreement shall be governed by the provisions of Sections 9.18 and 9.19 of the Loan Agreement, which are incorporated by reference herein and form a part of this Agreement.

5.8 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of New York applicable to contracts made and to be performed wholly within such state, without regard to any conflict of law provision thereof that might prevent the operation of this Section 5.8.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered, by their duly authorized officers, as of the day and year first written above.

S.A.T.A., LLC ("Debtor")

By:_____
Name: TAYLOR SWIFT
Title: MEMBER

BANC OF AMERICA LEASING & CAPITAL, LLC
("Secured Party")

By:_____
Name:
Title:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered, by their duly authorized officers, as of the day and year first written above.

S.A.T.A., LLC ("Debtor")

By:_____
Name:
Title:

BANC OF AMERICA LEASING & CAPITAL, LLC
("Secured Party")

By: Deborah M. Hayes
Name:
Title: **Deborah M. Hayes**
Vice President

Schedule A
to
Aircraft Chattel Mortgage and Security Agreement
from

S.A.T.A., LLC
to
BANC OF AMERICA LEASING & CAPITAL, LLC

SCHEDULE OF AIRFRAME AND ENGINES

Airframe

Manufacturer	Model	Manufacturer's Serial No.	United States Registry No.
Dassault Aviation	Dassault-Breguet model Mystere Falcon 900	95	N898TS*

* Described on the International Registry as DASSAULT AVIATION model Falcon 900 aircraft with manufacturer's serial number 95.

Engines

The following engines, each engine rated 550 or more takeoff horsepower or the equivalent thereof:

Engine Manufacturer	Model	Manufacturer's Serial No.
Honeywell	TFE-731-5BR-1C	P-97339 (Left)**
Honeywell	TFE-731-5BR-1C	P-97342 (Right)**
Honeywell	TFE-731-5BR-1C	P-97340 (Center)**

** Described on the International Registry as HONEYWELL model TFE731 Series aircraft engines with manufacturer's serial numbers P97339, P97342 and P97340.

Schedule B
to
Aircraft Chattel Mortgage and Security Agreement
from

S.A.T.A., LLC
to
BANC OF AMERICA LEASING & CAPITAL, LLC

IRREVOCABLE DE-REGISTRATION
AND EXPORT REQUEST AUTHORIZATION

See attached.

IRREVOCABLE DE-REGISTRATION
AND EXPORT REQUEST AUTHORIZATION

THIS IRREVOCABLE DE-REGISTRATION AND EXPORT REQUEST AUTHORIZATION IS LINKED TO AND PART OF THAT CERTAIN AIRCRAFT CHATTEL MORTGAGE AND SECURITY AGREEMENT DATED OCTOBER 2, 2009, BY AND BETWEEN S.A.T.A., LLC, A TENNESSEE LIMITED LIABILITY COMPANY AND BANC OF AMERICA LEASING & CAPITAL, LLC, WHICH IS BEING FILED WITH THE FEDERAL AVIATION ADMINISTRATION CONTEMPORANEOUSLY HEREWITH

October 2, 2009

To: Federal Aviation Administration
Re: Irrevocable De-Registration and Export Request Authorization

The undersigned is the registered owner of the Dassault-Breguet model Mystere Falcon 900 aircraft bearing manufacturer's serial number 95 and registration N898TS (together with all installed, incorporated or attached accessories, parts and equipment, the "aircraft").

This instrument is an irrevocable de-registration and export request authorization issued by the undersigned in favor of Banc of America Leasing & Capital, LLC ("the authorized party") under the authority of Article XIII of the Protocol to the Convention on International Interests in Mobile Equipment on Matters specific to Aircraft Equipment. In accordance with that Article, the undersigned hereby requests:

(a) recognition that the authorized party or the person it certifies as its designee is the sole person entitled to:

(i) procure the de-registration of the aircraft from the Aircraft Register maintained by the Federal Aviation Administration for the purposes of Chapter III of the Convention on International Civil Aviation, signed at Chicago, on 7 December 1944, and

(ii) procure the export and physical transfer of the aircraft from the United States of America; and

(b) confirmation that the authorized party or the person it certifies as its designee may take the action specified in clause (i) above on written demand without the consent of the undersigned and that, upon such demand, the authorities in the United States of America shall co-operate with the authorized party with a view to the speedy completion of such action.

The rights in favor of the authorized party established by this instrument may not be revoked by the undersigned without the written consent of the authorized party.

Please acknowledge your agreement to this request and its terms by appropriate notation in the space provided below and lodging this instrument in the Aircraft Register maintained by the Federal Aviation Administration.

S.A.T.A., LLC

By: _____
Name: Taylor A. Swift
Title: Member

LA1892312.2
666666-66666

CERTIFICATE

I hereby certify that I have compared this instrument with the original instrument and it is a true and correct copy of said original.

DOCUMENT LEVEL ANNOTATIONS

Orig ret'd to C&D doc id 8762

FORM APPROVED
OMB No. 2120-0042

Accepted LA Oct/08/2009

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

CERT. ISSUE DATE

UNITED STATES REGISTRATION NUMBER N 898TS

AIRCRAFT MANUFACTURER & MODEL

Dassault-Breguet Mystere Falcon 900

AIRCRAFT SERIAL No.

95

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.)

S.A.T.A., LLC

TELEPHONE NUMBER: (615 329-9902

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

Number and street: c/o FBMM, Inc. 2300 Charlotte Avenue Ste. 103

Rural Route: P.O. Box:

CITY	STATE	ZIP CODE
Nashville	TN	37203

☐ **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 SIGNATURE

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.

SIGNATURE	TITLE	DATE
	Member	10/2/09
SIGNATURE: Taylor A. Swift	TITLE: TAYLOR A. SWIFT	DATE
SIGNATURE	TITLE	DATE

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

AC Form 8050-1 (5/03) (0052-00-628-9007)

FILED WITH FAA
AIRCRAFT REGISTRATION BR

2009 OCT 2 PM 12 03

OKLAHOMA CITY
OKLAHOMA

FORM APPROVED
OMB NO. 2120-0042

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

AIRCRAFT BILL OF SALE

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

UNITED STATES REGISTRATION NUMBER N898TS

AIRCRAFT MANUFACTURER & MODEL
Dassault-Breguet Mystere Falcon 900

AIRCRAFT SERIAL NO.
95

DOES THIS 2 DAY OF Oct., 2009 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:

Do Not Write In This Block
FOR FAA USE ONLY

PURCHASER

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

S.A.T.A., LLC
c/o FBMM, Inc.
2300 Charlotte Avenue
Nashville, TN 37203

092751323436
$5.00 10/02/2009

DEALER CERTIFICATE NUMBER

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

IN TESTIMONY WHEREOF WE HAVE SET OUR HAND AND SEAL THIS 2 DAY OF Oct., 2009

SELLER

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
Mercury Acquisitions, LLC		**Vice President of TVPX Acquisitions, Inc.**
	Jeffrey S. Towers	**Managing Member**

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

ORIGINAL: TO FAA

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

FILED WITH FAA
AIRCRAFT REGISTRATION BR

2009 OCT 2 PM 12 03

OKLAHOMA CITY
OKLAHOMA

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

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

PART I – CONVEYANCE RECORDATION NOTICE

NAME (last name first) OF DEBTOR

Mercury Acquisitions, LLC

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE

Capital Transport L.L.C.
667 Madison Avenue, 3rd Floor
New York, NY 10021

NAME OF SECURED PARTY'S ASSIGNOR (if assigned)

FAA REGISTRATION NUMBER	AIRCRAFT SERIAL NUMBER	AIRCRAFT MFR. (BUILDER) and MODEL
N898TS	95	Dassault-Breguet Model Mystere Falcon 900

ENGINE MFR. And MODEL	ENGINE SERIAL NUMBER (S)
Honeywell TFE731-5BR-1C	P97339, P97342 amd P97340

PROPELLER MFR. And MODEL	PROPELLER SERIAL NUMBER (S)

THE SECURITY CONVEYANCE DATED 9-4-09 **COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REGISTRY ON** 9-18-09 **AS CONVEYANCE NUMBER** CS002668.

FAA CONVEYANCE EXAMINER

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

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

DATE OF RELEASE: October 2, 2009

CAPITAL TRANSPORT L.L.C.
(NAME OF SECURITY HOLDER)

SIGNATURE (in ink) [signature]

TITLE MANAGER

A PERSON SIGNING FOR A CORPORATION MUST BE A CORPORATE OFFICER OR HOLD A MANAGERIAL POSITION AND MUST SHOW HIS TITLE. A PERSON SIGNING FOR ANOTHER SHOULD SEE PARTS 47 AND 49 OF THE FEDERAL AVIATION REGULATIONS (14 CFR)

FILED WITH FAA
AIRCRAFT REGISTRATION BR

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DOCUMENT LEVEL ANNOTATIONS

See recorded convey #CS002668, doc id 6551

U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION **CROSS-REFERENCE—RECORDATION**	RECORDED CONVEYANCE FILED IN: NNUM: 898TS SERIAL NUM: 95 MFR: DASSAULT-BREGUET MODEL: MYSTERE FALCON 900 AIR CARRIER:

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

TYPE OF CONVEYANCE	DATE EXECUTED
AIRCRAFT LOAN AND CHATTEL MORTGAGE AGREEMENT	9-4-09
FROM MERCURY ACQUISITIONS LLC	DOCUMENT NO. CS002668
TO OR ASSIGNED TO CAPITAL TRANSPORT LLC	DATE RECORDED SEP 18, 2009

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

Total Aircraft: 1	Total Engines: 3	Total Props:	Total Spare Parts:

N898TS

HONEY TFE731-5BR-1C P97339 HONEY TFE731-5BR-1C P97342

HONEY TFE731-5BR-1C P97340

AFS-750-23R (02/08)

AIRCRAFT LOAN AND CHATTEL MORTGAGE AGREEMENT

THIS AIRCRAFT LOAN AND CHATTEL MORTGAGE AGREEMENT (the **"Agreement"**) is made and entered into this 4 day of September, 2009 by and between **Capital Transport L.L.C.,** having an address of 667 Madison Avenue, 3rd Floor, New York, NY 10021, U.S.A. (**"Lender"**) and **Mercury Acquisitions, LLC**, a Delaware limited liability company, with a place of business at c/o TVPX, Nine Damonmill Square, Suite 1A, Concord, MA 01742, U.S.A. (**"Borrower"**). In consideration of the mutual agreements contained herein, the parties hereto agree as follows:

SECTION 1

GRANT OF SECURITY INTEREST

As security for the due and punctual payment of any and all of the present and future obligations of Borrower to Lender, whether direct or contingent or joint or several, Borrower hereby conveys, assigns and grants to Lender, its successors and assigns, a mortgage and continuing security interest in all of the Borrower's right, title and interest in and to the following described aircraft; including all present and future additions, attachments, parts, equipment, tools, avionics, accessories, supplies and improvements thereto, all substitutions therefore and replacements thereof and all proceeds thereof, including proceeds of insurance being more particularly described as:

One (1) Dassault-Breguet Model Mystere Falcon 900 aircraft, bearing manufacturer's serial number 95, currently registered with the Federal Aviation Administration as N898TS **which is capable of carrying at least 8 people (including crew), (listed on the International Registry drop down menu as DASSAULT AVIATION Falcon 900), equipped with three (3) Honeywell TFE731-5BR-1C engines, bearing manufacturer's serial numbers P97339, P97342 and P97340, each of which has at least 1,750 lbs. of thrust or its equivalent, (listed on the International Registry drop down menu as HONEYWELL TFE731 Series)** (hereinafter collectively referred to as the **"Aircraft"**),

SECTION 2

THE LOANS

2.1 Commitment.

Subject to the terms and conditions of that certain Promissory Note (the "**Note**") described below between Borrower as Maker and Lender as Payee and this Agreement, Lender agrees to make a loan to Borrower in the principal amount stated in the Note (the **"Loan"**):

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2.2 The Note.

The Loan shall be evidenced by the Note, which shall (i) be dated the date on which the Loan evidenced thereby is made; (ii) be for the term specified in the Note; (iii) be payable in installments on the dates and in the amounts set forth in such Note; and (iv) bear interest from the date thereof on the unpaid principal amount thereof at the rate stated in the Note until such amount shall become due and payable (whether at the stated maturity thereof, by acceleration or otherwise).

SECTION 3

CONDITIONS OF BORROWING

Lender shall not be required to make the Loan unless on the date on which the Loan is made pursuant hereto (the **"Closing Date"**):

3.1 Note.

The Note evidencing the Loan shall have been duly executed and delivered to Lender.

3.2 Aircraft Delivery.

The Aircraft shall have been duly delivered to and accepted by or on behalf of Borrower.

3.3 Title Registration.

Lender shall have received evidence satisfactory to it and to its counsel, that the Aircraft is presently or concurrently with the recording hereof will be properly titled and registered in the name of Borrower with the Federal Aviation Administration (**"FAA"**) and that all appropriate registrations on the International Registry have been made or will be made.

3.4 Insurance.

Lender shall have received evidence satisfactory to it that the Aircraft is insured in accordance with the provisions of this Agreement.

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3.5 Security Interest.

All filings, recordings and other actions that are necessary or desirable in order to establish, protect, preserve and perfect Lender's mortgage on and security interest in the Aircraft shall have been duly effected, including, without limitation, the filing of this Agreement with the FAA and the registration with the International Registry, all in form and substance satisfactory to Lender, and all fees, taxes and other charges relating to such filings, recordings and registrations shall have been paid by Borrower.

3.6 Representations.

(i) The representations and warranties contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date; (ii) no Event of Default, or event which with notices or lapse of time would constitute an Event of Default, shall be in existence on the Closing Date; and (iii) the acceptance by Borrower of the Loan shall constitute a representation by Borrower that the statements in this paragraph 3.6 are true and correct on the Closing Date.

3.7 No Material Adverse Change.

In the sole judgment of Lender, no material adverse change shall have occurred in the business, operations, or financial condition of Borrower.

3.8 Legal Matters.

All legal matters with respect to the transactions contemplated by this Agreement shall be satisfactory to counsel for Lender.

3.9 Other Documents.

Lender shall have received copies of such other documents, agreements, or certificates related to the transaction contemplated herein, as it may reasonably request.

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SECTION 4

BORROWER'S REPRESENTATIONS AND WARRANTIES

In order to induce Lender to enter into this Agreement and to make the Loan herein provided for, Borrower represents and warrants to Lender that:

4.1 Organization.

Borrower is a limited liability company duly organized, validly existing and in good standing under the laws of the jurisdiction of the State of Delaware, has the necessary authority and power to own the Aircraft and its other assets and to transact the business in which it is engaged, and that it is duly qualified or has applied for qualification to do business in each jurisdiction in which the nature of its business requires qualification.

4.2 Citizenship.

Borrower is a citizen of the United States within the meaning of 49 U.S.C. Section 40102(a)(15).

4.3 Power and Authority.

Borrower has full power, authority and legal right to execute and deliver this Agreement and all other instruments to be executed and delivered hereunder and the Note, to perform its obligations hereunder and thereunder, to borrow hereunder and to grant the security interest created by this Agreement.

4.4 Consent and Permits.

No consent of any other party (including any stockholders, trustees or holders of indebtedness), and no consent, license, approval or authorization of, exemption by, or registration or declaration with, any governmental body, authority, bureau or agency is required in connection with the execution, delivery or performance by Borrower of this Agreement or the Note, or the validity or enforceability of this Agreement or the Note, except for the filing with the FAA and the registration with the International Registry of this Agreement, which shall have been duly effected as of the Closing Date.

4.5 No Legal Bar.

The execution, delivery and performance by Borrower of each of this Agreement and all other instruments to be executed and delivered hereunder and the Note does not and shall not violate any provision of any applicable law or regulation or of any judgment, award, order, writ or decree of any court or governmental instrumentality, will not conflict with or violate any provision of its certificate of

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formation or operating agreement, and will not violate any provision of or cause a default under any mortgage, indenture, contract, agreement or other undertaking to which Borrower is a party or which purports to be binding upon Borrower or upon any of its assets, and will not result in the creation or imposition of any lien on any of the assets of Borrower other than the security interest intended to be created hereby.

4.6 Enforceability.

This Agreement has been duly authorized, executed and delivered by Borrower and constitutes a legal, valid and binding obligation of Borrower enforceable in accordance with its terms. When executed and delivered, the Note shall have been duly authorized, executed and delivered by Borrower and shall constitute a legal, valid and binding obligation of Borrower enforceable in accordance with its terms.

4.7 No Litigation.

There is no action, suit or proceeding pending against, or to the knowledge of the Borrower, threatened against or affecting the Borrower, before any court or arbitrator or any governmental body, agency or official which has not been previously disclosed to the Lender in writing and in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business, financial condition or results of operations of the Borrower.

4.8 Title.

On the Closing Date Borrower shall have good and marketable title to the Aircraft.

4.9 Lender's Security Interest.

On the Closing Date Lender shall have a legal, valid and continuing security interest in the Aircraft, and all filings, recordings, registrations or other actions necessary or desirable in order to establish, protect and perfect such security interest in favor of Lender will have been duly effected, and all taxes, fees and other charges in connection therewith shall have been duly paid.

4.10 Taxes.

Borrower has filed all Federal, state and local income tax returns that are required to be filed, and has paid all taxes as shown on said returns and all assessments received by it to the extent that such taxes and assessments have become due, and Borrower does not have any knowledge of any actual or proposed deficiency or additional assessment in connection therewith. The charges, accruals and reserves on the books of Borrower in respect of Federal, state and local taxes for all open years, and for the current fiscal year, make adequate provision for all unpaid tax liabilities for such periods.

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SECTION 5

COVENANTS

Borrower covenants and agrees that from and after the date hereof and as long as the Note is outstanding:

5.1 Notices.

Borrower will promptly give written notice to Lender of (i) the occurrence of any Event of Default or any event which with notice, with lapse of time and/or with any further condition, event or act would constitute an Event of Default; (ii) the commencement or threat of any material litigation or proceedings affecting Borrower or any material litigation or proceedings affecting the Aircraft; and (iii) any dispute between Borrower and any governmental regulatory body or other party that involves the Aircraft or might materially interfere with the normal business operations of Borrower.

5.2 Laws; Obligations; Operations.

Borrower will (i) duly observe and conform to all requirements of any governmental authorities relating to the conduct of its business; (ii) maintain its existence as a legal entity and obtain and keep in full force and effect all rights, franchises, licenses and permits which are necessary to the proper conduct of its business; (iii) remain a citizen of the United States within the meaning of 49 U.S.C. Section 40102(a)(15); (iv) obtain or cause to be obtained as promptly as possible any governmental or administrative agency approval and make any filing or registration therewith which at the time shall be required with respect to the performance of its obligations under this Agreement and the operation of its business; and (v) pay and perform all of its obligations and liabilities when due, including, without limitation, all fees, taxes, assessments and governmental charges or levies imposed upon it or upon its income or profits.

5.3 Inspection.

Lender, its employees or agents, shall at all times during normal business hours have the right to enter the premises where the Aircraft may be located for the purpose of inspecting and examining the Aircraft, the logs and records maintained with respect thereto and the books and records of Borrower to insure Borrower's compliance with its obligations hereunder. Inspections conducted by Lender shall be for its own benefit and shall not be relied on by Borrower or any third parties.

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5.4 Books.

Borrower will keep proper books of record and account in which full, true and correct entries in accordance with generally accepted accounting principles will be made of all dealings or transactions in relation to its business and activities.

5.5 Financial Information.

During the term of this Agreement Borrower will furnish to Lender on request (i) annual balance sheet and profit and loss statements prepared in accordance with generally accepted accounting principles and practices consistently applied; and (ii) all other financial information and reports that Lender may from time to time reasonably request.

5.6 Further Assurances.

Borrower will promptly, at any time and from time to time, at its sole expense, execute and deliver to Lender such further instruments and documents, and take such further action, as Lender may from time to time reasonably request in order to further carry out the intent and purpose of this Agreement and to establish and protect the rights, interests and remedies created, or intended to be created, in favor of Lender hereby, including, without limitation, the execution, delivery, recordation and filing of financing statements and continuation statements. Borrower hereby authorizes Lender, in such jurisdictions where such action is authorized by law, to effect any such recordation of filing without the signature of Borrower thereto.

5.7 No Disposition of Collateral.

Borrower will not sell, convey, transfer, exchange, lease or otherwise relinquish possession or dispose of the Aircraft or attempt or offer to do any of the foregoing without the prior written consent of Lender which consent shall not be unreasonably withheld, conditioned or delayed, except as otherwise provided herein.

5.8 No Liens.

Borrower will not create, assume or suffer to exist any subsequently filed liens, mortgages, security interest, pledges, title retentions, charges, financing statements or other encumbrances of any kind whatsoever upon the Aircraft arising as a direct result of the conduct of Borrower.

5.9 Lender's Security Interest.

Borrower will warrant and defend Lender's security interest in the Aircraft against all claims and demands arising as a direct result of the conduct of Borrower.

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5.10 No Changes in Borrower.

Borrower will not (i) enter into any transaction of merger or consolidation unless it is the surviving corporation and after giving effect to such merger or consolidation its net worth equals or exceeds that which existed prior to such merger or consolidation; or (ii) liquidate or dissolve; or (iii) sell or otherwise dispose of all or any substantial portion of its assets; or (iv) change its name or the form of organization of its business; or (v) without thirty (30) days prior written notice to Lender, change its chief place of business.

5.11 Use of Aircraft; Identification.

(a) Borrower and Lender agree that the Aircraft will be leased by Borrower to Lender or another party pursuant to the Aircraft Dry Lease Agreement of substantially the same date as this Agreement (the **"Lease"**).

(b) If requested by Lender, Borrower shall attach to the Aircraft a notice satisfactory to Lender disclosing Lender's security interest in the Aircraft.

5.12 Loss and Damage.

Lender, as Lessee under the Lease, shall bear the risk of damage, loss, theft, or destruction, partial or complete of the Aircraft from whatsoever source arising, whether or not such loss or damage is covered by insurance.

5.13 Insurance.

Lender, as Lessee under the Lease or otherwise, shall obtain and maintain or cause to be obtained and maintained at all times on the Aircraft, (i) "all-risk" physical damage hull insurance (covering both ground and flight operations) and (ii) liability insurance protecting Lender and Borrower against any and all third party liability, all in such amounts, against such risks, in such form and with such insurers as shall be satisfactory to Lender. Provided, however, that the amount of "all-risk" physical damage hull insurance shall not be less than the greater of the full replacement value of the Aircraft or 100% of the then aggregate outstanding principal amount of the Note and the amount of the liability insurance shall be equal to no less than **Three Hundred Million and 00/100 U.S. Dollars ($300,000,000.00).** All losses shall be adjusted on an agreed value basis. All "all-risk" physical damage hull insurance policies shall name Lender as loss payee and shall include a breach of warranty provision in favor of Borrower and all liability insurance policies shall name Borrower as additional named insured. Such insurance shall be in form, amount and substance acceptable to Lender.

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5.14 Taxes.

Lender, acknowledges and agrees that the lessee, under the Lease, shall be responsible for paying all taxes (including without limitation, sales, use, excise, stamp and personal property taxes), assessments, license, filing, and registration fees and other governmental charges of whatsoever kind and character, regardless of by whom payable, on or relating to any item on the Aircraft or the sale, ownership, use, shipment, transportation, delivery or operation thereof.

SECTION 6

EVENTS OF DEFAULT

The following events shall each constitute an event of default (**"Event of Default"**) under this Agreement:

A. Borrower shall fail to observe any covenant, condition or agreement contained in Sections 5.2, 5.8, 5.10 or 5.11(a) hereof; or

B. Borrower shall fail to pay within ten (10) days of Borrower's receipt of written notice of non-payment after the same becomes due, any installment under the Note, any amount due under this Agreement or any other monetary obligation owed by Borrower or any affiliate of Borrower at any time to Lender provided that the lessee has paid or caused to be paid rent under the Lease for the corresponding period(s); or

C. Borrower shall fail to observe or perform any other covenant, condition or agreement contained in this Agreement, and such failure shall continue unremedied for a period of thirty (30) days after the date on which notice thereof shall be given by Lender to Borrower; or

D. Borrower shall default in the performance or observance of any term, condition or agreement contained in any other agreement with Lender or entity related to Lender, if the effect of such default is to cause, or permit the holder or holders of such obligation to cause such obligation to come due prior to its stated maturity, or to realize upon any collateral given as security therefor; or

E. If any representation or warranty made by Borrower herein or in any statement or certificate furnished by Borrower in connection with this Agreement proves untrue in any material respect as of the date of making thereof, and shall not be made good within thirty (30) days after written notice thereof to Borrower, or Borrower becomes insolvent or is generally not paying its debts as they become due or makes an assignment for benefit of creditors; or

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F. Borrower becomes insolvent or is generally not paying its debts as they become due or makes an assignment for benefits of creditors; or

G. Proceedings are commenced by Borrower under the Federal Bankruptcy Code or any similar Federal or state laws for the relief of debtors are commenced against Borrower and are not dismissed within ninety (90) days after such commencement, or a trustee or receiver is appointed for Borrower or a major part of its property and is not discharged within ninety (90) days after such appointment; or

H. The liquidation, merger, consolidation, reorganization, conversion to a Subchapter "S" status or dissolution of a corporate or partnership Borrower, if in Lender's reasonable opinion, such act shall materially and adversely affect Borrower's ability to perform under this Agreement.

SECTION 7

REMEDIES

7.1 Remedies.

Upon the occurrence of an Event of Default hereunder, Lender may, at its option, do any one or more of the following:

A. Declare all obligations of Borrower to Lender to be immediately due and payable, whereupon all unpaid principal of and interest on said indebtedness and other amounts shall be and become immediately due and payable, subject to the provisions of Section 7.2(E) below;

B. Take possession of the Aircraft and exclude therefrom Borrower and all others claiming under Borrower, and thereafter hold, store, use, operate, manage, maintain and control, make repairs, replacements, alterations, additions and improvements to and exercise all rights and powers of Borrower in respect to the Aircraft or any part thereof. In the event Lender demands, or attempts to take possession of the Aircraft in the exercise of any rights under this Agreement, Borrower promises and agrees to promptly turn over and deliver complete possession thereof to Lender;

C. Require Borrower to assemble the Aircraft at a place designated by Lender and reasonably convenient to both parties, and promptly to deliver the Aircraft to Lender, or an agent or representative designated by it;

D. Sell, lease or otherwise dispose of the Aircraft at public or private sale, without having the Aircraft at the place of sale, and upon terms and in such

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manner as Lender may determine (and Lender may be a purchaser at any sale); and

E. Exercise any remedies of a secured party under the Uniform Commercial Code as adopted in the state where the Aircraft is located or any other applicable law, subject to the provisions of Section 7.2(E) below..

7.2 **Notice of Sale and Proceeds.**

Borrower agrees that ten (10) days from the time notice is sent shall be a reasonable period of notification of a sale or other disposition of the Aircraft pursuant to Section 7.1 hereof. The proceeds of any sale under this Section 7 shall be applied as follows:

A. To the repayment of the costs and expenses of retaining, holding and preparing for the sale and the selling of the Aircraft (including legal expenses and attorneys' fees) and the discharge of all assessments, encumbrances, charges or liens, if any, on the Aircraft prior to the lien hereof (except any taxes, assessments, encumbrances, charges or liens subject to which such sale shall have been made);

B. To the payment of the whole amount then due and unpaid of the indebtedness of Borrower to Lender;

C. To the payment of other amounts then secured hereunder;

D. The surplus, if any, shall be paid to Borrower or to whomsoever may be lawfully entitled to receive the same; and

E. **Lender's recovery against Borrower under this Agreement and the Note shall be limited solely to Borrower's interest in the Aircraft. Notwithstanding anything to the contrary contained in this Agreement or the Note, neither Borrower nor any direct or indirect member, shareholder, partner, principal, affiliate, employee, officer, director, agent or representative of Borrower (each, a "Related Party") shall ever have any personal liability for (i) the payment of any sum of money which is or may be payable hereunder or under the Note, including but not limited to, the repayment of the principal sum of said Note, or (ii) the performance or discharge of any covenants, obligations or undertakings of Borrower to pay money hereunder, and no monetary or deficiency judgment shall be sought or enforced against Borrower or any Related Party with respect thereto.**

7.3 **Expenses and Costs of Collection.**

Subject to the limitations set forth in Section 7.2E above, Borrower agrees to pay on demand the amount of all expenses reasonably incurred by Lender in protecting

initials ____

or realizing on the Aircraft. Subject to the limitations set forth in Section 7.2E above, Borrower also agrees to pay all costs of Lender, including reasonable attorney's fees and court costs, incurred with respect to the collection of any of the obligations and the enforcement of any of its respective rights hereunder.

7.4 Waivers.

Borrower hereby waives presentment, demand, protest or any notice, except as hereinabove provided in this Section 7 (to the extent permitted by applicable law), of any kind in connection with this Agreement or the Aircraft.

SECTION 8

MISCELLANEOUS

8.1 Performance by Lender of Borrower's Obligations.

If Borrower fails to perform or comply with any of its agreements contained herein, Lender may, at its option, perform, or cause the performance of such agreement or obligation. Subject to the limitations set forth in Section 7.2E above, Borrower will, on demand, reimburse Lender for all such expenditures, together with interest thereon from the date of such expenditure until fully reimbursed at the rate of one and one-half percent (1.5%) per month on the outstanding balance of such expenditures or the highest interest rate permitted by law, whichever is less. All such amounts shall constitute additional obligations of Borrower secured by the Aircraft.

8.2 Non-Waiver; Cumulative Remedies.

No delay or failure by Lender in exercising any right, power or privilege hereunder or under the Note shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No right or remedy in this Agreement is intended to be exclusive but each shall be cumulative and in addition to any other remedy referred to herein or otherwise available to Lender at law or in equity. No express or implied waiver by Lender of an Event of Default shall in any way be, or be construed to be, a waiver of any future or subsequent Event of Default. After the occurrence of any Event of Default, the acceptance by Lender of any installment of principal or interest or of any other sum owing hereunder shall not constitute a waiver of such Event of Default, regardless of Lender's knowledge or lack of knowledge thereof at the time of acceptance of such payment, and shall not constitute a reinstatement of the Agreement if Lender has sent Borrower a notice of default, unless Lender shall have agreed in writing to reinstate the Agreement and waive the Event of Default.

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8.3 Notices.

All notices, requests and demands to or upon any party hereto that are required or may be given hereunder shall be in writing and shall be deemed given when delivered personally or when deposited in the United States Mail, postage prepaid, or sent by overnight courier, postage prepaid, to such party at the address on page 1, or to such other address as either party may from time to time specify in writing to the other. Notices to Lender shall be sent to the attention of and notices to Borrower shall be sent to the attention of Tobias Kleitman or to such other person as may from time to time be designated in writing to the other party for that purpose.

8.4 Survival.

All representations, warranties, covenants, and agreements made in this Agreement and any certificates delivered pursuant hereto or thereto shall survive the execution and delivery of this Agreement, the making of the Loan hereunder, the performance of this Agreement, and the payment of the Note.

8.5 Headings.

The headings of the Sections and paragraphs are for convenience only, are not part of this Agreement and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

8.6 Limitation on Interest.

It is the intent of the parties to this Agreement to contract in strict compliance with applicable usury laws from time to time in effect. In furtherance thereof, the parties stipulate and agree that none of the terms and provisions contained in this Agreement or the Note shall ever be construed to create a contract to pay for the use, forbearance or detention of money at a rate in excess of the maximum interest rate permitted to be charged by applicable law from time to time in effect.

8.7 Invalidity of Provisions.

Every provision of this Agreement is intended to be severable. In the event that any term or provision hereof is declared by a court to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable, and then to the extent possible all of the other provisions shall nonetheless remain in full force and effect.

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8.8 Successors or Assigns.

This Agreement shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors and assigns, except that Borrower may not assign or transfer its rights hereunder or any interest herein or in the Aircraft without the prior written consent of Lender.

8.9 Governing Law; Cape Town Convention.

All matters arising under or relating to this Agreement (and any amendment, release or discharge thereof), and the rights and obligations of the parties hereunder, shall be governed by, and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, except to the extent that any such matters are preempted by federal law or the official texts of the Convention on International Interests in Mobile Equipment and the Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment, adopted on 16 November 2001, at a diplomatic conference in Cape Town, South Africa, (collectively the **"Convention and Aircraft Protocol"**). Except as otherwise provided below, jurisdiction for any disputes arising under this Agreement shall be in the state and federal courts of and for the Commonwealth of Massachusetts; provided, however, that each party is authorized to bring an action against the Registrar of the International Registry in Ireland for the limited purpose of resolving a dispute with the Registrar relating to the registration of this Agreement or any amendment, release or discharge thereof. If this Agreement is subject to the Convention and Aircraft Protocol, then any recordation of this Agreement with the FAA shall be registered with the International Registry in accordance with the Convention and Aircraft Protocol and the Regulations of the International Registry issued pursuant thereto, and Borrower and Lender each consent to the registration of this Agreement and agree to timely obtain all required registrations, authorizations and approvals. At least three (3) business days prior to the filing of this Agreement with the FAA, Borrower and Lender shall each provide written confirmation to the other party that the confirming party has, at its own expense, (i) become approved by the International Registry as a "transaction user entity", (ii) duly registered with and received authorization to make filings with the International Registry, (iii) received all approvals from the International Registry and (iv) appointed an administrator, for the purposes of registering this Agreement. Each party shall, as a condition to closing, authorize the escrow agent handling the filing of documents with the FAA as a "professional user entity" to effect, amend and discharge registrations on its behalf with respect to the this Agreement. Neither Borrower nor Lender shall revoke such authorization until the earlier to occur of (i) registration of this Agreement with the International Registry that is searchable on the International Registry following the filing of this Agreement with the FAA or (ii) termination of this Agreement in accordance with its terms. Each party shall cooperate to cause to be filed with the FAA an AC Form 8050-135 and to cause the professional user entity to register this Agreement with the International

initials ____

Registry immediately after the filing of this Agreement with the FAA. Upon satisfaction of the Note, Lender shall promptly file with the FAA all documents required to release any liens created by or in connection with this Agreement and to register all related discharges with the International Registry, all in accordance with applicable law, including the Convention and Aircraft Protocol and the Regulations of the International Registry issued pursuant thereto.

8.10 Amendment.

This Agreement can be modified or rescinded only by a writing expressly referring to this Agreement, signed by both of the parties hereto.

8.11 Counterparts.

This Agreement may be executed by the parties hereto in any number of separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

8.12 Entire Agreement.

This Agreement and the related Exchange Contract and Qualified Exchange Accommodation Agreement and each of the related documents referred herein or therein and executed by the parties in conjunction herewith collectively set forth the entire agreement between the parties, with respect to the subject matter hereof and supersede any and all other agreements, understandings, communications, representations or negotiations, whether oral or written, between the parties with respect thereto, all of which are hereby cancelled.

SIGNATURE PAGE TO FOLLOW

initials ____

IN WITNESS WHEREOF, the undersigned have executed the Aircraft Loan and Chattel Mortgage Agreement effective as of the first date written above.

LENDER:

CAPITAL TRANSPORT L.L.C.

By: _____
Name:
Its:

BORROWER:

MERCURY ACQUISITIONS, LLC,
a Delaware limited liability company

By: TVPX Acquisitions, Inc.
Its: Managing Member

By: _____
Name: Jeffrey S. Towers
Its: Vice President

initials ____

FFR DE
Sept 4, 2009

DOCUMENT LEVEL ANNOTATIONS

ORIG S/A #1114 RET'D IATS
RECEIPT 092531537265 $5.00 9-10-09

FORM APPROVED
OMB No. 2120-0042

Accepted CS Sep/18/2009

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

CERT. ISSUE DATE

UNITED STATES REGISTRATION NUMBER N ~~343MG~~ 898TS

AIRCRAFT MANUFACTURER & MODEL
Dassault-Breguet Mystere Falcon 900

AIRCRAFT SERIAL No.
95

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.)

Mercury Acquisitions, LLC

TELEPHONE NUMBER: (978) 610-1234

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

Number and street: c/o TVPX, 9 Damonmill Square, Suite 1A

Rural Route: P.O. Box:

CITY	STATE	ZIP CODE
Concord	MA	01742

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

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

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

CERTIFICATION

I/WE CERTIFY:

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

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

CHECK ONE AS APPROPRIATE:

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

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

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

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

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

TYPE OR PRINT NAME BELOW SIGNATURE

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.

SIGNATURE	TITLE	DATE
[signature]	Vice President of TVPX Acquisitions, Inc.,	9/4/09
Jeffrey S. Towers	Managing Member	

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

FILED WITH FAA
AIRCRAFT REGISTRATION BR

2009 SEP 4 AM 10 34

OKLAHOMA CITY
OKLAHOMA

FORM APPROVED
OMB NO. 2120-0042

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

AIRCRAFT BILL OF SALE

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

UNITED STATES
REGISTRATION NUMBER N 898TS

AIRCRAFT MANUFACTURER & MODEL
Dassault-Breguet Mystere Falcon 900

AIRCRAFT SERIAL NO.
95

DOES THIS 4 DAY OF SEPTEMBER, 2009 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:

Do Not Write In This Block
FOR FAA USE ONLY

PURCHASER

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

Mercury Acquisitions, LLC
c/o TVPX, 9 Damonmill Square
Suite 1A
Concord, MA 01742

092471047393
$5.00 09/04/2009

DEALER CERTIFICATE NUMBER

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

IN TESTIMONY WHEREOF WE HAVE SET OUR HAND AND SEAL THIS 4 DAY OF SEPTEMBER, 2009.

SELLER

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

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

ORIGINAL: TO FAA

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

FILED FILED

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2009 SEP 4 AM 10 34
OKLAHOMA CITY
OKLAHOMA

E-MAILED
8/24

DISCLA I M E R/RELEASE

Re: N898TS Dassault-Breguet Mystere Falcon 900, s/n 95

The undersigned hereby disclaims and releases all right, title or interest in or to the above-described aircraft with respect to the UCC Financing Statement filed with the FAA on 2-10-03 as micro no. 1516 which was not recorded by the FAA.

Dated this 24 day of August, 2009.

092471047393
$5.00 09/04/2009

DUNCAN AVIATION

BY: Cindy L Morin
TITLE: CFO

FILED WITH FAA
AIRCRAFT REGISTRATION BR

2009 SEP 4 AM 10 34

OKLAHOMA CITY
OKLAHOMA

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

NOTICE OF RECORDATION – AIRCRAFT LEASE

LESSOR CAPITAL TRANSPORT L.L.C.
LESSEE MG TRANSPORTATION CORP.
ASSIGNED TO

FAA REGISTRATION NUMBER	AIRCRAFT SERIAL NUMBER	AIRCRAFT MFR. (BUILER) and MODEL
N898TS	95	DASSAULT BREGUET MYSTERE FALCON 900
ENGINE MFR. and MODEL GARRETT TFE731-5AR-1C		ENGINE SERIAL NUMBER(S) P97339, P97342 & P97340
PROPELLER MFR. and MODEL		PROPELLER SERIAL NUMBER(S)

THE AIRCRAFT LEASE AGREEMENT DATED 11-1-94 COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA ON 8-8-95 AS CONVEYANCE NUMBER YY012109.

FAA CONVEYANCE EXAMINER

TERMINATION OF LEASE

UNDERSIGNED HEREBY CERTIFY AND ACKNOWLEDGE THAT THE ABOVE DESCRIBED AIRCRAFT LEASE HAS BEEN TERMINATED ON 9-4-09 AND THAT THE ABOVE DESCRIBED COLLATERAL IS NO LONGER SUBJECT TO THE TERMS AND PROVISIONS THEREOF.

NAME OF LESSOR
CAPITAL TRANSPORT L.L.C.

SIGNATURE AND TITLE
Manager

NAME OF LESSEE
MG TRANSPORTATION CORP.

SIGNATURE AND TITLE
Manager

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2009 SEP 4 AM 10 34
OKLAHOMA CITY
OKLAHOMA

DOCUMENT LEVEL ANNOTATIONS

SEE RECORDED CONVEYANCE YY012109 C002 PG 1

ACTION 1 / NCG

①

U.S. Department of Transportation Federal Aviation Administration	ASSIGNMENT OF SPECIAL REGISTRATION NUMBERS	Special Registration Number N898TS
	Aircraft Make and Model DASSAULT-BREGUET MYSTERE FALCON 900	Present Registration Number N343MG
	Serial Number 95	Issue Date: Aug 28, 2009

ICAO AIRCRAFT ADDRESS CODE FOR N898TS - 53062306

CAPITAL TRANSPORT LLC
C/O GRUSS & CO
667 MADISON AVE 3RD FL
NEW YORK NY 10021

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

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

The latest FAA Form 8130-6, Application For Airworthiness on file is dated:
May 31, 1991

The airworthiness classification and category:
STD TRANSP

INSTRUCTIONS:

SIGN AND RETURN THE ORIGINAL of this form to the Civil Aviation Registry, AFS-750, within 5 days after the special registration number is placed on the aircraft. A revised certificate will then be issued.

The authority to use the special number expires: Aug 28, 2010

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

Signature of Owner: Marty Pinn

Title of Owner: manager

Date Placed on Aircraft: 9-2-09

RETURN FORM TO:

Civil Aviation Registry, AFS-750
P.O. Box 25504
Oklahoma City, Oklahoma 73125-0504

AC FORM 8050-64 (5/2002) Supersedes Previous Edition

② Please reserve N343MG for Capital Transport, LLC

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

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

FILED WITH FAA
AIRCRAFT REGISTRATION BR

2009 SEP 21 AM 9 53

OKLAHOMA CITY
OKLAHOMA

Insured Aircraft Title Service, Inc.

P.O. Box 19527 Oklahoma City, Ok 73144 (405) 681-6663
4848 SW 36th Street Oklahoma City, Ok 73179 (800) 654-4882
IATS@insuredaircraft.com FAX (405) 681-9299

DATE: 8-19-09
FEDERAL AVIATION ADMINISTRATION
CENTRAL RECORDS DIVISION
OKLAHOMA CITY, OK

Gentlemen:
Please reserve N_____ in NAME ONLY for _____

_____

Please reserve N898TS * for assignment to the following aircraft: N# Change Request

343MG	Dassault-Breguet	Mystere Falcon 900	95
Current #	Make	Model	Serial #

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

Capital Transport LLC

_____

_____

Payment of the required $10 fee per number to reserve it for one year is attached. If the preferred N number is not available, please contact the undersigned for a selection of a new number.

Please send the letter of confirmation or the 64 form to Insured Aircraft Title Service in the P.D. Room.

Additional Information: * see attached ruling.

Thank you,
Angie Risley
Angie Risley
Documentation Specialist

092311403598
$20.00 08/19/2009

Serving the Aviation Community for over 45 Years

FILED WITH FAA
AIRCRAFT REGISTRATION BR

2009 AUG 19 PM 1 51

OKLAHOMA CITY
OKLAHOMA

FORM APPROVED
OMB No. 2120-0042

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

CERT. ISSUE DATE
DO1 10/06/94

UNITED STATES REGISTRATION NUMBER N 343 MG

AIRCRAFT MANUFACTURER & MODEL
Dassault-Bregouet Mystere Falcon 900B

AIRCRAFT SERIAL No.
095

JAN 10 2007

FOR FAA USE ONLY

TYPE OF REGISTRATION (Check one box)

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

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

Capital Transport LLC
C/O Gruss & Company (3RD FLOOR)
667 MADISON AVENUE
NEW YORK, NY 10021

TELEPHONE NUMBER: (212-688-1500

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

Number and street:

Rural Route: P.O. Box:

CITY	STATE	ZIP CODE

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

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

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

CERTIFICATION

I/WE CERTIFY:

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

(For voting trust, give name of trustee: X MARTIN GRUSS), or:

CHECK ONE AS APPROPRIATE:

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

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

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

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

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

TYPE OR PRINT NAME BELOW SIGNATURE

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK

SIGNATURE	TITLE	DATE
MARTIN GRUSS	CAPITAL TRANSPORT LLC. PRESIDENT	12-17-06
SIGNATURE	TITLE	DATE
SIGNATURE	TITLE	DATE
	063610911404 $5.00 12/27/2006	

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

AC Form 8050-1 (5/03) (0052-00-628-9007)

FILED WITH FAA
AIRCRAFT REGISTRATION BR

2006 DEC 27 AM 9 38

OKLAHOMA CITY
OKLAHOMA

Retain

U.S. Department
of Transportation

**Federal Aviation
Administration**

Flight Standards Service
Aircraft Registration Branch, AFS-750

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

April 23, 2003

DUNCAN AVIATION
PO BOX 81887
LINCOLN NE 68501

Dear Sirs:

The UCC Financing Statement received February 10, 2003, micro 1516, shows the debtor as MG Transportation Corporation, against Dassault-Breguet Mystere Falcon 900 serial number 95, N343MG, is being returned. A UCC Financing Statement is not acceptable for recording as a claim of lien.

The Regional Disbursing Office has been authorized to refund the recording fee of $5 which was posted as receipt number 030411452283 on February 10, 2003.

If you require further assistance, you may contact the Aircraft Registration Branch at (405) 954-3116.

Sincerely,

Nancy Brown

Nancy Brown
Legal Instruments Examiner
Aircraft Registration Branch

Enclosure

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-15-95

15-39

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
CROSS-REFERENCE—RECORDATION

SEE CONVEYANCE NO.
FILING DATE:

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

TYPE OF CONVEYANCE	DATE EXECUTED
Aircraft Lease Agreement	11-1-94
FROM	DOCUMENT NO.
Capital Transport LLC - lessor	YY012109
TO OR ASSIGNED TO	DATE RECORDED
MG Transportation Corp - lessee	8-8-95

THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:

AIRCRAFT (List by registration number)	TOTAL NUMBER INVOLVED
N 343MG (formerly N 478A)	1

ENGINES	TOTAL NUMBER INVOLVED 3
MAKE(S) Garrett TFE-731-5AR-1C	SERIAL NO. P 97339, P 97342, P 97340
PROPELLERS	TOTAL NUMBER INVOLVED 0
MAKE(S)	SERIAL NO.
SPARE PARTS – LOCATIONS	TOTAL NUMBER INVOLVED 0
LOCATION	

RECORDED CONVEYANCE FILED IN: N 343MG Dassault-Breguet Mystere Falcon 900 S/n-95

AC FORM 8050-23 (10-78) (0052-00-582-6000) FAA AC 74-3985

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-15-95

15-38

TYPE OF DOCUMENT: Overall Photo Report

DATE RECEIVED: 11-1-94

REGISTRY NO.: N3134Q

NAME: Capital Transport Leasing Inc

DATE RECORDED: 8-8-95

ADDRESS: 4 Transportation Corp. Hangar

TOTAL NUMBER INVOLVED:

NOTES: N3134Q (formally N4724A)

TOTAL NUMBER INVOLVED: 2

SERIAL NO.: P-07257, P-07340, P-07340

TOTAL NUMBER INVOLVED: 0

SERIAL NO.

TOTAL NUMBER INVOLVED: 0

15-37

0 0 0 0 0 0 0 1 0 1 8

YY012109

AIRCRAFT LEASE AGREEMENT

AIRCRAFT LEASE AGREEMENT (the "Lease") dated and effective as of November 1, 1994 by and between CAPITAL TRANSPORT, L.L.C., a Delaware limited liability company with its principal office and place of business at c/o Gruss & Company, ~~900 Third Avenue~~, New York, New York 10022 ("Lessor") and MG TRANSPORTATION CORP., a Delaware corporation with its principal office and place of business at 1500 Perimeter Road, Palm Beach International Airport, West Palm Beach, Florida 33406 ("Lessee").

IN CONSIDERATION of the mutual promises contained in this Lease the parties agree as follows:

1. Property Leased; Title; Registration; Location.

(a) Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the aircraft described in Schedule A hereto together with its avionics, engines, propellers and all other assemblies, equipment, appliances, instruments, radios, accessories, all related documentation, manuals, and software, as well as any duplicate parts, extras, mechanisms and devices relating thereto or used in connection therewith, now attached to or delivered with the aircraft or that may at any time hereafter be obtained from the Lessor or be added thereto under Section 9 or 10 of this Lease or otherwise by or with the written consent of the Lessor, all of which are hereafter referred to collectively as the "Aircraft."

(b) Lessor and Lessee agree that for all purposes this Lease is, and is intended to be, a lease. Lessee does not hereby acquire any right, title or equity in or to the Aircraft, except the right to use the same under the terms provided herein. Lessee will protect and defend, at its own cost and expense, the ownership of Lessor against all claims, liens and legal processes of creditors of Lessee and other persons, and keep the Aircraft free and clear from all such claims, liens and processes. If Lessor supplies Lessee with a label describing Lessor's ownership of the Aircraft, Lessee agrees to promptly attach such label in a prominent place on or inside the Aircraft as may be appropriate. If the location where the Aircraft is or will be located is leased or mortgaged, Lessee shall provide, as necessary, a written waiver by any party having an interest in such real property waiving any claim to the Aircraft on a form acceptable to Lessor.

(c) Lessee, at its own cost and expense, shall forthwith upon the delivery of the Aircraft, cause the Aircraft to be duly registered in the name of the Lessee with the Lessor as owner and a secured party therein, with the Administrator of the Federal Aviation Administration ("FAA"), and as otherwise required under any applicable law, and at all times thereafter to remain so duly registered. Lessor may, at Lessor's sole option, supply Lessee

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15-35

with the "N" registration number to be submitted to the FAA and Lessee grants its consent to the registration of the aircraft using Lessor's desired "N" registration number if so supplied. Prior to delivery and registration of the Aircraft, Lessee shall obtain Lessor's consent to any "N" registration number proposed by Lessee.

(d) Lessee covenants that the Aircraft shall be based and hangared at Palm Beach International Airport, West Palm Beach, Florida (the "Base Location"). All expenses for aircraft parking and hangaring shall be the responsibility of Lessee. Lessee agrees that during the term of the Lease and for a period of thirty (30) days beyond the expiration of the Lease (including any renewal period), the Aircraft shall be parked within a hangar facility in accordance with normal commercial airline standards.

2. Term and Termination of Lease. The initial term of this Lease (the "Initial Term") shall be the twelve-month period commencing on the date hereof and ending on October 31, 1995. The Lease shall automatically renew for successive one-year terms following the Initial Term unless either party gives written notice of termination to the other party not less than thirty (30) days prior to the end of the Initial Term or any renewal term thereafter. The "Initial Term" and each renewal term thereafter are collectively referred to herein as the "Lease Term."

3. Rent; Payment; Late Payment Charge.

(a) Lessee shall pay to Lessor as rent ("Rent") for the use of the Aircraft consecutive monthly payments of $100,000. each, payable in advance on the first day of each month during the Lease Term commencing November 1, 1994.

(b) This Lease is a net lease. All charges relating to the delivery, maintenance and operation of the Aircraft, including but not limited to maintenance, inspections, replacement parts, fuel, lubricants, pilots, landing fees, registration, certification and shipment of the Aircraft from the Lessor to the Lessee, qualification and preparation of the Aircraft for inspection and testing, all sales, use or other taxes (other than those taxes measured solely on the net income of Lessor), and all other like charges, shall be payable by the Lessee.

(c) Lessee agrees that its obligation to pay all Rent is absolute. The right of Lessor in and to such Rent is absolute and unconditional and is not subject to any abatement, reduction, setoff, defense, counterclaim or recoupment due or alleged to be due, by reason of any past, present or future claims which Lessee may have against Lessor under this Lease or otherwise, or against the manufacturer or supplier of the Aircraft or any other person for any reason whatsoever.

(d) In the event any installment of Rent due Lessor is not

[illegible] "N" registration number to be [illegible] the registration [illegible] Beech's current "N" registration number [illegible] delivery and registration of the Aircraft, [illegible] Beech's current "N" registration number [illegible]

(d) Lessee covenants that the Aircraft shall be [illegible] Hangared at Palm Beach International Airport, [illegible] months (the "Base Location"). All expenses for [illegible] and hangaring shall be the responsibility of Lessee. [illegible] that during the term of the Lease and for a period of [illegible] days beyond the expiration of the Lease (including any [illegible] period), the Aircraft shall be parked within a hangar facility in accordance with normal commercial airline standards.

3. Term and Termination of Lease. The initial term of the Lease (the "Initial Term") shall be the twelve-month period commencing on the date hereof and ending on [illegible] Lessee shall automatically renew for [illegible] unless either party gives written notice to the other party not less than [illegible] prior to the end of the Initial Term or any renewal term thereafter. The "Initial Term" and each renewal term thereafter are collectively referred to herein as the "Term".

4. Lease Payments and Security Deposit.

(a) Lessee shall pay to Lessor as rent ("Rent") [illegible] use of the Aircraft consecutive monthly payments of $[illegible] each, payable in advance on the first day of each month during the Lease Term commencing November 1, 1994.

(b) This Lease is a net lease. All costs [illegible] the delivery, maintenance and operation of the Aircraft, including but not limited to maintenance, inspections, [illegible] fuel, [illegible] crew, pilots, landing fees, registration, [illegible] and insurance of the Aircraft from the Delivery to the [illegible] qualification and preparation of the Aircraft for inspection and testing, all sales, use or other taxes (other than the [illegible] measured solely on the net income of Lessor), and all other [illegible] charges shall be payable by the Lessee.

(c) Lessee agrees that the obligation to pay all Rent is absolute. The right of Lessor in and to each Rent is absolute and unconditional and is not subject to any abatement, reduction, setoff, defense, counterclaim or recoupment due or alleged to be due, by reason of any past, present or future claim which Lessee may have against Lessor under this Lease or otherwise, or against the manufacturer or supplier of the Aircraft or any other person for any reason whatsoever.

(d) In the event any installment of Rent due Lessor is not

15-33

received by Lessor before the end of the tenth day following the due date of such installment of Rent, Lessee shall pay to Lessor, on demand, interest on such delinquent Rent from the due date thereof until paid at the rate of the lesser of (a) one and one half percent (1.5%) per month, or (b) the maximum rate permitted by law. The foregoing interest payment charges shall be in addition to any remedies available to Lessor pursuant to Section 19.

4. Selection, Delivery and Acceptance. Lessee has selected and arranged delivery of the Aircraft leased hereunder at a location agreed upon by Lessor and Lessee. Lessee has selected and agreed to the specifications of the Aircraft. Lessee acknowledges and agrees that the Aircraft is of a size, design and capacity selected by Lessee, and is suitable for Lessee's purposes. Lessor shall not be liable for loss or damage occasioned by any cause or event, including, without limitation, late delivery or nondelivery of the Aircraft, the delivery of improper Aircraft, governmental regulations, strikes, embargoes, or any other cause or event whatsoever. Lessee shall inspect the Aircraft at the place of delivery, and upon acceptance execute and deliver to Lessor a Certificate of Acceptance in the form of Schedule B attached hereto. For all purposes under this Lease, the Aircraft will be considered accepted by Lessee upon execution and delivery of the Certificate of Acceptance.

5. Lessor's Warranties; Disclaimer of Warranties; Limitation of Damages.

(a) Lessor warrants to Lessee that so long as an Event of Default has not occurred, Lessor shall not interfere with Lessee's right of quiet enjoyment and use of the Aircraft.

(b) Lessor shall have no liability to Lessee for any claim, loss or damage caused or alleged to be caused directly, indirectly, incidentally or consequentially by the Aircraft, by any inadequacy thereof or deficiency or defect therein, by any incident whatsoever in connection therewith, arising in strict liability or negligence.

LESSOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY OF THE AIRCRAFT OR THE FITNESS, CONDITION, QUALITY OR DURABILITY OF THE AIRCRAFT FOR LESSEE'S PURPOSES, OR ANY OTHER REPRESENTATION, WARRANTY, OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE AIRCRAFT, AND LESSOR HEREBY DISCLAIMS ANY AND ALL LIABILITY WITH RESPECT THERETO. LESSOR SHALL NOT BE LIABLE OR RESPONSIBLE TO LESSEE FOR ANY DAMAGE, DEFECT, FAILURE TO MEET SPECIFICATIONS OR SHORTAGES IN RESPECT TO THE AIRCRAFT, OR FOR FAILURE PROPERLY TO INSTALL, MAINTAIN OR ASSEMBLE THE AIRCRAFT. LESSEE AGREES THAT LESSOR SHALL NOT BE LIABLE OR RESPONSIBLE TO LESSEE FOR ANY CLAIM, LOSS, DAMAGE, LIABILITY OR EXPENSE OF ANY KIND OR NATURE CAUSED, DIRECTLY OR INDIRECTLY, BY THE AIRCRAFT OR

15-32

THE INADEQUACY FOR ANY PURPOSE, OR ANY DEFECT OR DEFICIENCY THEREIN, OR THE USE, OPERATION OR STORAGE THEREOF OR THE INTERRUPTION OR LOSS OF THE SERVICE OR USE THEREOF. AS TO LESSOR, LESSEE LEASES THE AIRCRAFT AS IS.

(c) In the event of any defect in the Aircraft of any nature whatsoever, whether patent or latent, the Lessor shall have no responsibility or liability with respect thereto and the Lessee shall continue to make the rental payments during the Lease Term provided for herein whether or not any such defect precludes or interferes with the use or operation of the Aircraft in whole or in part.

6. Assignment of Manufacturer's Warranties.

(a) Lessee acknowledges that as the Aircraft is a used aircraft, there may be no unexpired assignable warranties. However, to the extent there are any such warranties, Lessor will, as Lessee may reasonably require, assign to Lessee for the duration of the Lease Term the benefits of all assignable warranties and indemnities given by the manufacturer or supplier of the Aircraft subject to such consent and/or terms as the manufacturer or supplier may require.

(b) To the extent that any unexpired warranty or indemnity given by the manufacturer or supplier of the Aircraft to Lessee shall not be assignable, Lessee shall be entitled at its sole cost and expense with the prior written approval of Lessor, to take such actions to enforce such warranty or indemnity in the name of Lessor against such manufacturer or supplier as Lessee shall see fit, but subject to Lessee first ensuring that Lessor is indemnified and secured to Lessor's satisfaction against all losses, damage, costs, expenses and liabilities thereby incurred or to be incurred.

(c) Upon the expiration of the Lease Term, the benefit of any warranty or indemnity assigned by Lessor to Lessee pursuant to paragraph (a) above shall be reassigned by Lessee to Lessor or as Lessor may otherwise direct, and Lessee shall at its own cost and expense do all such things and execute all such documents as may be required for this purpose.

7. Representations and Warranties of Lessee. Lessee represents and warrants to Lessor:

(a) Lessee is a corporation, duly organized, validly existing and in good standing under the laws of Delaware and in each jurisdiction where it conducts operations (including the Aircraft location) and has adequate corporate power to enter into and perform this Lease;

(b) This Lease and all related agreements have been duly authorized, executed and delivered by Lessee and constitute the

[illegible]

(c) In the event of any defect in the Aircraft of any nature whatsoever, whether patent or latent, the Lessor shall have no [illegible] liability or liability with respect thereto and the Lessee shall [illegible] to make the rental payments during the Grace Period [illegible] for Rent whether or not such defect precludes or interferes with the use or operation of the Aircraft in whole or in part.

[illegible] Warranty of Manufacturer's Warranties.

(a) Lessee acknowledges that as the Aircraft is a used aircraft, it may be not ready and available hereunder. However, to the extent there are any such warranties, Lessor will, at Lessee's reasonable request, cooperate in Lessee's for the direction [illegible] the benefits of all applicable warranties [illegible] given by the manufacturer or supplier of the Aircraft, which [illegible] in connection and/or being the manufacturer or supplier [illegible].

(b) In the event that any unexpired warranty or indemnity [illegible] manufacturer or supplier of the Aircraft to Lessor shall [illegible] be entitled at the sole cost and expense of Lessee prior written approval of Lessor, to take such action [illegible] such warranty or indemnity in the name of Lessor against such manufacturer or supplier as Lessee shall see fit, but [illegible] Lessee first ensuring to Lessor is indemnified and secured in a manner satisfactory to Lessor against loss, damage, costs, expenses and liabilities thereby incurred or to be incurred.

(c) Upon the expiration of the Lease Term, the benefit of any warranty or indemnity assigned by Lessor to Lessee pursuant to [illegible] above shall be reassigned by Lessee to Lessor or as Lessor [illegible] otherwise direct, and Lessee shall execute documents and [illegible] all such [illegible] and assignments all such documents as may be required for this purpose.

[illegible] Representations and Warranties of Lessee. Lessee represents and warrants to Lessor:

(a) Lessee is a corporation, duly organized, validly existing and in good standing under the laws of Delaware and [illegible] qualification where it conducts operations (including the [illegible] location) and has adequate corporate power to enter into and perform this Lease;

(b) This Lease and all related agreements have been duly authorized, executed and delivered by Lessee and constitute the

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valid, legal and binding agreements of Lessee enforceable in accordance with their terms, subject only to enforcement limitations imposed by state or federal laws affecting the rights of creditors generally;

(c) The execution and delivery of this Lease and the performance by Lessee of its obligations hereunder do not and, to the best of Lessee's knowledge, will not violate any judgment, order, law or governmental regulation applicable to Lessee or any provision of Lessee's articles of incorporation, by-laws or other organizational documents or result in any breach of or constitute a default under any instrument or agreement to which Lessee is a party or by which Lessee or its assets may be bound or result in the creation of any lien, charge, security interest or encumbrance upon the Aircraft;

(d) Neither Lessee nor any of its assets are subject to any actions, suits or proceedings pending or threatened before any court, administrative agency, arbitration tribunal or governmental body which would, if determined adversely to Lessee, materially adversely affect its ability to perform its obligations under this Lease, or any related agreement to which it is a party; and

(e) Lessee has received all required authorizations, certificates and approvals to operate the Aircraft in accordance with Federal Aviation Regulations.

8. Liens and Taxes. Lessee shall, at its expense, keep the Aircraft free and clear of, and indemnify and hold Lessor harmless from, all levies, liens and encumbrances on or with respect to this Lease and the Aircraft, except those created in favor of, or by, Lessor. Lessee shall timely file all tax returns and pay when due all federal, state and local charges as well as all taxes attributable to the Aircraft, its use or possession (together with any related interest or penalties arising from an act or omission of Lessee), including but not limited to sales, use, excise and property taxes but excluding any tax based on or measured solely by Lessor's net income. Lessee will make available to Lessor, upon request, evidence of all tax filings and payments.

9. Maintenance, Repairs and Replacements.

(a) At all times during the term of this Lease, Lessee will, at its own cost and expense and as hereinafter provided, maintain and keep the Aircraft in good order and repair in at least the same condition as when accepted by Lessee hereunder, reasonable wear and tear excepted.

(b) Lessee further agrees to maintain, service, overhaul, repair and make all repairs and replacements to the Aircraft (including, without limitation, its engine(s) and avionics) that shall be necessary to keep and maintain it (i) in an airworthy

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mechanical condition and repair, and in a condition and repair satisfactory to enable its Airworthiness Certificate to be maintained in good standing at all times under the Federal Aviation Act of 1958, as amended, and any other or subsequent applicable law, (ii) in full compliance with all FAA Airworthiness Directives and Manufacturer's mandatory Service Instructions, and (iii) in a condition satisfactory to any company or companies writing the policies of insurance required hereunder.

(c) All inspections, repairs, modifications, maintenance, directives and overhaul work to be made or accomplished by the Lessee with respect to the Aircraft shall be performed at the Lessee's expense by personnel duly licensed to perform such work and shall be in accordance with the standards required by the FAA. Lessee agrees to verify to Lessor semi-annually that all FAA Airworthiness Directives have been complied with. Lessee agrees to maintain the Aircraft in accordance with all applicable Federal Aviation Regulations and an FAA approved manufacturer's maintenance program.

(d) Any replacements to the Aircraft made by or on behalf of the Lessee shall be deemed part of the Aircraft and become and remain the property of the Lessor at the expiration of this Lease, in the same manner as though said replacements were in or on the Aircraft at the time of the commencement of this Lease. All such replacements shall be free and clear of all liens, mortgages and encumbrances. To the extent necessary to maintain and service the Aircraft, the Lessee may remove parts from the Aircraft provided that the person to whom such parts are delivered is under a contractual obligation to service and return the parts or to exchange the parts for parts of equal or greater worth.

10. Alterations and Modifications. None of the equipment installed on the Aircraft at the time of the making of this Lease shall be removed by the Lessee except for repair or replacement. Where any of the equipment installed on the Aircraft is replaced, the replacement shall be of at least equal value to the equipment replaced and Lessor shall approve of such replacement in writing. Lessee may add additional equipment, accessories, attachments or devices provided that no material structural change is made to the Aircraft by reason of such additional equipment, accessories, attachments or devices. Other than as provided hereinabove, no additional equipment, accessory, attachment or device other than to meet operational or regulatory requirements, shall be installed nor any structural change made to said Aircraft by Lessee without first securing the written approval of Lessor, which approval shall not be unreasonably withheld, and Lessee agrees that any equipment so added, and any repairs, replacements, parts, supplies, accessories, attachments and devices affixed shall become part of the Aircraft and remain with the Aircraft as property of the Lessor at the time of the termination of this Lease, whether such termination results from expiration of the term or otherwise. Exterior or interior of

[illegible] maintenance required hereunder.

(c) All inspections, repairs, modifications, maintenance, overhauls and overhauls work to be made or accomplished by the Lessee with respect to the Aircraft shall be performed at the Lessee's own cost and expense by personnel duly licensed to perform such work and shall be in accordance with the standards required by the FAA. [illegible] to qualify to lease equipment which shall [illegible] FAA Airworthiness Directives have been complied with. Lessee agrees to maintain records [illegible] in accordance with all applicable Federal Aviation Regulations and an FAA approved manufacturer's maintenance program.

(d) Any replacements to the Aircraft made by or on behalf of Lessee [illegible] of the Aircraft and become the property of the Lessor at the termination of this Lease, [illegible] as airworthiness as existed on the date of the commencement of this Lease. All such [illegible] shall be free and clear of all liens, encumbrances and [illegible] at the cost of Lessee by Lessee's and authorized Aircraft [illegible] from the Aircraft provided that the [illegible] to whom such parts are delivered [illegible] authorized to service and return the parts or the exchange for parts of equal or greater worth.

10. [illegible] and Modifications. None of the equipment installed on the Aircraft at the time of the making of this Lease will be removed by the Lessee except for repair or replacement. Lessee agrees the equipment installed on the Aircraft in such a way that the replacement shall be of at least equal value to the equipment replaced and Lessee shall approve of such replacement in writing. Lessee agrees all additional equipment, accessories, attachments or devices, no material structural change in made to the Aircraft by reason of such additional equipment, accessories, attachments or devices. Other than as provided hereinabove, no additional equipment, accessory, attachment or device other than to meet FAA or national or regulatory requirements, shall be installed nor any structural change made to said Aircraft by Lessee without first securing the written approval of Lessor, which approval shall not be unreasonably withheld, and Lessee agrees that any equipment so added and any parts, replacements, parts, supplies, accessories, attachments and devices affixed shall become part of the Aircraft, and remain with the Aircraft as property of the Lessor at the time of the termination of this Lease, whether such termination results from expiration of the term or otherwise. Exterior or interior of

the Aircraft pertaining to paint scheme, type, material or arrangement shall not be altered without the express written consent of the Lessor.

11. Logs, Records, Reports and Inspection.

(a) At its own cost and expense Lessee will maintain all records, logs and other materials required by the FAA to be maintained in respect of the Aircraft (including, without limitation, its engines) and furnish promptly to the Lessor such information as may be required to enable the Lessor to file reports required by any governmental authority as a result of the Lessor's ownership of the Aircraft and its engines.

(b) Lessor or its agents shall have the right from time to time during reasonable business hours and in accordance with Lessee's security procedures to enter upon Lessee's premises or elsewhere for the purposes of inspecting the Aircraft, reviewing and auditing Lessee's manual, records, flight and maintenance logs with respect to the Aircraft, and to substantiate Lessee's compliance with its obligations hereunder.

(c) Lessee agrees that all records respecting the Aircraft, whether existing on the date hereof or hereafter, shall be and remain at all times the property of Lessor. Provided Lessee is not in default hereunder or no event has occurred or is continuing which with the passage of time or giving of notice or both, would mature into an Event of Default (as hereinafter defined), Lessee is granted a limited license to use the records respecting such Aircraft during the Lease Term, which license may be revoked by Lessor, for cause, at any time.

12. Pilots and Compliance With Law. The Lessee shall operate the Aircraft only by safe, careful and duly licensed pilots, certified in the Aircraft by the FAA, such pilots to be selected, employed, and/or contracted for, controlled and paid by the Lessee and shall be conclusively presumed to be the agents of the Lessee; and the Lessee shall require said pilots to operate the Aircraft with care and diligence, and to use every reasonable precaution to prevent loss or damage to the Aircraft, as a result of fire, theft or collision, or any other cause, and to prevent injury to third persons, or property of third persons. Such pilots shall have certificates, licenses and ratings commensurate with the type of flying service being performed. Lessee shall take adequate steps to insure that Lessee and its pilots and personnel shall not violate any of the laws, orders, rules, ordinances or regulations of the United States, or any other country, state, municipality or any duly constituted authority thereof, regarding the use, operation or possession of the Aircraft and Lessee agrees to indemnify and hold the Lessor harmless from any and all fines, forfeitures or penalties arising out of any violation thereof.

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[illegible]

[illegible] Records, Labor, and Insurance.

(a) At lessee's cost and expense lessee will maintain a [illegible] and other matter is required by the FAA to be [illegible] in respect of the Aircraft (including, without [illegible] and engines) and furnish promptly to the lessor [illegible] required to enable the lessor to file [illegible] and by any governmental authority as is required of the lessor [illegible] of the Aircraft and the engines.

(b) Lessee or its agents shall have the right from time to time, upon reasonable business hours and in compliance with [illegible] procedures to enter upon lessee's premises or [illegible] for the purposes of inspecting the Aircraft, reviewing and [illegible] lessee's manual, records, logbooks and maintenance log [illegible] to the Aircraft, and to substantiate lessee's [illegible] and its obligations hereunder.

(c) [illegible] agrees that all insurance covering the [illegible] relating to the date hereof or hereafter, [illegible] all risk of the property or casualty [illegible] is not [illegible] Thereafter on no event has coverage [illegible] with the passage of time or giving of notice [illegible] into an Event of Default. [illegible] lessee is granted a limited license to use the [illegible] company, with Aircraft during the lease Term, which license may be revoked by lessor, for cause, at any time.

[illegible] Maintenance Within Law. The lessee shall operate the Aircraft only by safe, careful and duly licensed [illegible] certificated in the United by the FAA, qualified to be [illegible] and shall be [illegible] for, controlled and piloted [illegible] and shall be exclusively presumed to be the agents of the lessee and the lessee shall require said pilots to operate the Aircraft with care and diligence, and to use every reasonable precaution to prevent loss or damage to the Aircraft, as a result of fire, theft or collision, or any other cause, and to prevent injury to [illegible] persons, or property of third persons. Such pilots shall have qualifications, licenses and ratings commensurate with the type of flying service being rendered. Lessee shall take adequate steps to insure that lessee and its pilots and personnel shall not violate any of the laws, orders, rules, ordinances or regulations of the United States or any other country, state, municipality or any duly constituted authority thereof, regarding the use, [illegible] operation of the Aircraft and lessee agrees to indemnify and hold the lessor harmless from any and all liens, [illegible] or penalties resulting out of any violation thereof.

13. Insurance. At all times during the term of this Lease, Lessee shall maintain (i) aircraft liability insurance, (ii) passenger admitted liability insurance and (iii) property damage and all risk aircraft hull insurance, in each case with coverage not less than that set forth on Schedule C hereto or such other amount that Lessor may approve from time to time. The Aircraft Liability Policy must be properly endorsed by the underwriters to provide that: (i) Lessor, its officers, shareholders, directors, agents and employees shall be named as additional insured parties thereunder; (ii) such policy shall operate separately for each insured, but shall not act to increase overall limits of liability under the policy; and (iii) such insurance shall be primary insurance and any other insurance of Lessor shall be secondary or excess insurance. The All Risk Hull policy must be endorsed by the underwriters to provide that: (i) Lessor shall be named as an ADDITIONAL INSURED and LOSS PAYEE and Lessor's approval must be obtained for the settlement or compromise on any loss; (ii) Breach of Warranty coverage in favor of the Lessor without obligation to pay the premium therefore in the event of Lessee's failure to pay; (iii) any waiver of rights of subrogation against other parties shall not affect the coverage provided under the policy with respect to the Lessor; (iv) such insurance shall be primary insurance and any other insurance of Lessor shall be secondary or excess insurance; (v) any excess proceeds shall be the property of Lessor; and (vi) Lessor shall be given thirty (30) days' prior written notice, by certified mail, return receipt requested in the event that either Lessee or Lessee's insurance underwriters desire to cancel, terminate or materially alter, change or amend such policies. If Lessor shall so direct, any lender of Lessor shall be named as an additional party insured and granted various other rights granted to Lessor under the insurance policies described above (including the right to receive payment of all amounts payable directly to or on the order of Lessor) and shall be entitled to the same benefits as Lessor under any endorsements relating thereto. Lessee shall furnish, or cause to be furnished to Lessor, upon Lessor's request throughout the Lease Term, copies of insurance policies, certificates of insurance and all applicable endorsements of the coverages specified above, and such other evidence of insurance reasonably necessary to substantiate Lessee's compliance with its obligations hereunder. If Lessee fails to maintain any such insurance and endorsements, Lessor may procure such insurance and pay the premium therefor. The cost of such insurance shall be payable by Lessee to Lessor in full immediately upon demand. The procurement of such insurance by Lessor does not discharge or excuse Lessee's obligation to comply with the provisions of this Section.

14. Loss or Damage to the Aircraft.

(a) Lessee hereby assumes the entire risk of any loss, theft, damage to, or destruction of the Aircraft, or any part thereof, from any cause (hereinafter "Loss or Damage"). In the

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event of Loss or Damage to the Aircraft, Lessee shall promptly report same to (i) the appropriate insurance companies, (ii) Lessor, and (iii) as required by law and regulation, to all concerned governmental agencies including but not limited to the FAA. Until payment of all sums due hereunder, Lessee shall not be relieved from its obligations to pay Rent or to perform any other of its obligations under this Lease by reason of any Loss or Damage; all of Lessee's obligations shall continue in full force and effect notwithstanding such Loss or Damage. In the event of any Loss or Damage, Lessee shall promptly repair the Aircraft and place it in good repair and working condition in full compliance with the standards set forth in Section 9 above. Provided Lessee (a) is not in default under this Lease, (b) has promptly repaired the damage to the Aircraft, and (c) has paid in full for the repairs (which shall be deemed accessions to the Aircraft), Lessee shall be entitled to receive insurance proceeds received by Lessor or in connection with such damage in an amount up to Lessee's actual cost to repair such items.

(b) For purposes of this Lease, the term "Event of Loss" shall mean: (a) the total loss of the Aircraft which shall include damage to an extent determined in good faith by Lessee to render repair of the Aircraft impracticable or uneconomical; (b) any Loss or Damage sustained by the Aircraft which cannot be repaired or remedied to bring the Aircraft in full compliance with the provisions of Section 9 above within sixty (60) days from the occurrence of said Loss or Damage; (c) the Aircraft shall become lost or permanently rendered unfit for normal use for any reason whatsoever; (d) the condemnation, confiscation, theft or seizure of, or requisition of title to, or use of, the Aircraft; or (e) as a result of any rule, regulation, order or other action by the FAA, the Department of Transportation or any other government body of the United States otherwise having jurisdiction, the Aircraft shall be declared unfit for use.

(c) Within sixty (60) days following the occurrence of an Event of Loss, Lessee shall pay to Lessor an amount equal to the difference between (i) the fair market value of the Aircraft at the time immediately preceding the Event of Loss and (ii) the fair market value of the Aircraft immediately following the Event of Loss, both as may be determined by Lessor in good faith (the "Stipulated Loss Value"), together with all Rents and other amounts owing hereunder through and including the date of such payment. Upon payment of the Stipulated Loss Value applicable to the Aircraft suffering the Event of Loss, provided that all other sums respecting such Aircraft due to Lessor have been paid and Lessee is not in default hereunder, the Rent shall cease and the Lease shall terminate with respect to the Aircraft suffering the Event of Loss. Lessor shall apply any insurance proceeds received pursuant to Section 13 above to satisfy any obligation of Lessee to Lessor hereunder, including but not limited to the obligations of Lessee in this Section 14.

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15. Payment and General Indemnity of Taxes by Lessee. In addition to the Rent, Lessee shall pay promptly when due all taxes, assessments and other governmental charges levied or assessed upon Lessee's interest in the Aircraft, upon the use or operation thereof, or on the receipts arising therefrom and, as additional sums due, shall promptly pay or reimburse the Lessor for all taxes, assessments and other governmental charges (including fees for titling and registration of the Aircraft as provided in Section 1) levied or assessed against Lessor which relate to the Lease Term on account of Lessor's ownership of the Aircraft, or levied or assessed against the Aircraft, or any part thereof, or the use or operation thereof, or the leasing thereof to the Lessee, or the Rent herein provided for, or the earnings arising therefrom, exclusive however of any taxes based solely on the net income of Lessor.

16. Financing Statements. Upon Lessor's request, Lessee agrees to execute UCC financing statements and any other instruments necessary to perfect or continue Lessor's interest in this Lease, all Rent due with respect thereto, all additional collateral and the products and proceeds thereof. Lessee agrees that Lessor is authorized to file financing or notification statements without the signature of Lessee and, where signature is required, appoints Lessor its attorney-in-fact with a durable power coupled with an interest to execute such financing and notification statements on behalf of Lessee either with or without notice to Lessee. Lessee specifically authorizes Lessor to file either a photocopy or one of the originally executed counterparts of this Lease as a financing statement in jurisdiction(s) deemed by Lessor as appropriate.

17. Indemnity. Lessee shall indemnify and hold the Lessor harmless from and against any loss (including any loss of tax benefits), claims, costs, expenses, damages and liabilities, at law or in equity, including attorney's fees, arising out of, connected with or resulting from this Lease or the Aircraft (except if due to Lessor's gross negligence or willful misconduct) including, but not limited to, the ownership, selection, use, possession, leasing, operation, control, maintenance, delivery or return of the Aircraft, and claims for property damage, personal injury or wrongful death arising in strict liability or negligence. Lessee's obligations hereunder shall survive the termination of this Lease with respect to acts or events occurring or alleged to have occurred during the Lease Term or, if later, the return of the Aircraft to Lessor.

18. Default. The occurrence of any of the following events shall constitute an event of default ("Event of Default") under this Lease:

(a) The nonpayment by Lessee of any Rent when due when such nonpayment continues for a period of twenty (20) days after

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the due date of such Rent;

(b) The failure by Lessee to perform or observe any other term, covenant or condition of this Lease which is not cured within ten (10) days after written notice to Lessee from Lessor (or, if earlier, within thirty (30) days of Lessee's learning of such failure);

(c) Any affirmative act of insolvency by Lessee, or the filing by Lessee of any petition or action under any bankruptcy, reorganization, insolvency, arrangement, liquidation, dissolution or moratorium law, or any other law or laws for the relief of or relating to debtors;

(d) The filing of any involuntary petition against Lessee under any bankruptcy, reorganization, insolvency, arrangement, liquidation or dissolution, or any law for the relief of or relating to debtors which is not dismissed within sixty (60) days thereafter, or the appointment of any receiver, liquidator or trustee to take possession of any substantial portion of the properties of Lessee, unless the appointment is set aside or expires within sixty (60) days from the date of said filing or appointment;

(e) The subjection of all or a substantial part of Lessee's property, or any component of the Aircraft to any levy, seizure, assignment or sale for or by any creditor or governmental agency;

(f) The material untruth or incompleteness of any representation or warranty made by Lessee in this Lease or in any document furnished by Lessee to Lessor in connection herewith or with respect to the acquisition or use of the Aircraft (including, but not limited to, any financial statements or credit information provided to Lessor by Lessee);

(g) a substantial adverse change in Lessee's management, ownership, or control; or

(h) Lessee shall lose its qualification to operate or be suspended from operating the Aircraft under the Federal Aviation Regulations and said qualification is not restored, free of any restrictions, within thirty (30) days.

19. Remedies.

(a) Upon the happening of any Event of Default, (a) this Lease may be terminated by Lessor on written notice to Lessee and (b) Lessee shall, upon receipt of written notice from Lessor and without further demand, immediately pay to Lessor, as liquidated damages and not as a penalty: (i) any Rent then due and owing by Lessee and (ii) the balance of the Rent otherwise payable during

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the Initial Term or the then current Renewal Term, as the case may be.

(b) Upon termination of this Lease, Lessee's right to possession and use of the Aircraft hereunder shall immediately terminate other than for purposes of returning the Aircraft to Lessor pursuant to Section 21. Notwithstanding Section 21 to the contrary, upon termination of this Lease, without notice to or consent of Lessee, Lessor may enter upon Lessee's premises or wherever the Aircraft may be located and peaceably take possession of the Aircraft.

(c) No remedy referred to in this Section 19 is intended to be exclusive but each shall be cumulative and Lessor shall be entitled to exercise any or all of the foregoing remedies as well as any other remedy available at law or in equity.

20. Performance of Lessee's Obligations. Should Lessee fail to make any payment or do any act required in this Lease, Lessor shall have the right, but not the obligation, to make or do the same and to pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of Lessor affects the Aircraft, and in exercising any such rights, incur any liability and expend any reasonable amounts it deems necessary. Any action by Lessor on behalf of Lessee pursuant to this Section shall not be deemed to release Lessee from any obligation under this Lease. All sums incurred and expended by Lessor pursuant to this Section, shall be payable to Lessor immediately upon demand by Lessor.

21. Return of Aircraft. Upon the expiration or earlier termination of the Lease Term (the "Expiration Date") , Lessee, at its sole expense, shall deliver the Aircraft to Lessor at any reasonable location chosen by Lessor in the continental United States. The Aircraft shall be duly certified by the FAA as an airworthy aircraft as evidenced by a current valid Standard Certificate of Airworthiness to be provided to Lessor upon return. Prior to the return of the Aircraft to Lessor, Lessee shall remove all logos or other identifying marks of Lessee. The Aircraft shall have received an exterior and interior deep cleaning since its last flight prior to return of Aircraft to Lessor. All interior appliances and accessories shall be in satisfactory working condition. Lessee agrees that upon return of the Aircraft, Lessee shall deliver to Lessor all logs, manuals and data, and inspection, modification and overhaul records required to be maintained with respect thereto under applicable FAA rules and regulations. In the event any of the foregoing logs, manuals and data are missing or incomplete, Lessor shall have the right to cause the same to be reconstructed at the expense of Lessee. Upon its return to Lessor, the Aircraft shall be free and clear of any and all liens, claims and encumbrances (collectively "Liens") other than the Lease and those Liens created or granted by or as a result of Lessor.

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[illegible] Upon termination or [illegible] of [illegible] and use of the Aircraft hereunder, [illegible] [illegible] other than for purposes of returning [illegible] [illegible] pursuant to Section 21. Notwithstanding [illegible] [illegible] [illegible] maintenance [illegible] [illegible] [illegible] of [illegible] or [illegible], Lessee may enter upon [illegible] premises or [illegible] the Aircraft may be located and [illegible] take possession of the Aircraft.

[illegible] remedy [illegible] in [illegible] section is [illegible] [illegible] but each shall be cumulative and Lessor shall [illegible] additional to [illegible] any or all of the foregoing remedies as well as any other remedy available at law or in equity.

[illegible] Indemnification of Lessee. Should Lessee fail [illegible] any [illegible] or do any act requiring in this lease, Lessor shall have [illegible] right, but not the obligation, to make or do the [illegible] [illegible], contract or [illegible] any [illegible] charge [illegible] which in the judgment of Lessor affects the [illegible], [illegible] exercising any such right, hence any liability [illegible] [illegible] [illegible] necessary. Any [illegible] by Lessor on behalf of Lessee pursuant to this section shall not be [illegible] to release Lessee from any obligation under this Lease. All [illegible] and approved by Lessor pursuant to this section [illegible] shall be payable to Lessor immediately [illegible] by Lessee.

[illegible] Return of Aircraft. Upon the termination or [illegible] [illegible] of the Lease from [illegible] Lessee, at [illegible] expense, shall deliver the Aircraft to Lessor at any [illegible] location [illegible] by Lessee in the continental United States. The Aircraft shall be [illegible] by the FAA in an airworthy [illegible] and accompanied by a current valid [illegible] certificate of airworthiness to be provided to Lessor upon [illegible] prior to the return of the Aircraft hereunder. Lessee shall remove all logos or other identifying marks from the Aircraft and shall cause the Aircraft to be returned and an inspection and cleaning since the last flight prior to return of Aircraft to Lessor. All interior supplies and accessories shall be in serviceable working condition. Lessee agrees that upon return of the Aircraft, Lessee shall deliver to Lessor all logs, manuals and data, and inspection modifications and overhaul records required to be maintained with respect thereto under the Federal Aviation Regulations and regulations of the Aviation Administration, the [illegible] [illegible] of the [illegible] [illegible] and other data relating to the Aircraft, Lessee shall have the right to cause the same to be reproduced at its own expense. Upon the return of the Aircraft hereunder, Lessee shall deliver to Lessor all of the [illegible] [illegible] and [illegible] [illegible] [illegible] and those [illegible] [illegible] [illegible] [illegible] [illegible]

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22. Assignment by Lessor. Lessee understands and agrees that Lessor may, in one or more transactions, assign, pledge, mortgage, transfer, sell or grant a security interest or otherwise dispose of (collectively an "Assignment") all or part of Lessor's interest in the Aircraft and this Lease (including its right to all or any portion of Rent). Each such Assignment shall be made subject to the rights of Lessee to the quiet use and enjoyment of the Aircraft under this Lease while no Event of Default has occurred hereunder or thereunder. Lessee agrees: (i) to promptly execute such acknowledgments, agreements, opinions of counsel and other instruments as may be reasonably requested by Lessor from time to time to effect or continue such Assignment and (ii) to comply fully with the terms of any such Assignment.

23. Assignment by Lessee.

(a) LESSEE SHALL NOT SELL, TRANSFER, ASSIGN, CONVEY, PLEDGE, MORTGAGE, OR SURRENDER ITS INTEREST IN AND TO THE LEASE OR THE AIRCRAFT OR PART WITH POSSESSION OF THE AIRCRAFT, AND ANY SUCH SALE, TRANSFER, ASSIGNMENT, CONVEYANCE, PLEDGE, OR MORTGAGE, WHETHER BY OPERATION OF LAW, OR OTHERWISE, WITHOUT THE PRIOR EXPRESS WRITTEN CONSENT OF LESSOR SHALL BE VOID.

(b) Lessee further covenants that during the Lease Term, Lessee will not encumber the Aircraft or permit any liens or charges to become effective thereon. Lessee agrees to take all necessary action at its sole expense: (1) to remove any such encumbrances, liens or charges and (2) to prevent any third party from acquiring any other interest in the Aircraft; including, without limitation, a lien asserted by reason of such Aircraft being deemed to be a fixture or a part of any realty.

24. Effect of Waiver. No delay or omission to exercise any right or remedy accruing to Lessor or Lessee shall be a waiver of any such right or remedy, nor will a waiver of any single breach or default be deemed a waiver of any other breach or default. Any waiver, permit, consent, or approval on the part of Lessor, Lessee or their assigns, of any breach or default under this Lease and any Schedule must be in writing.

25. Notices. Any notice under this Lease must be in writing and shall be deemed received by a party on the day it is delivered to that party at the address of such party first set forth above (or at any other address previously specified in writing) (the "Notice Address") or, if sent by certified mail, on the fifth business day after the day on which mailed to the Notice Address.

26. Applicable Law. This Lease shall be governed by, and construed in accordance with, the laws applicable to contracts made or performed in the State of New York, without giving effect to the principles of conflicts of laws.

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27. Entire Agreement. Lessor and Lessee acknowledge that there are no agreements or understandings, written or oral, between them with respect to the Aircraft, other than as set forth herein and that this Lease contains the entire agreement between Lessor and Lessee with respect to the terms of this Lease and the Aircraft. This Lease may not be altered, modified, terminated or discharged except by a writing signed by the party against whom enforcement of such alteration, modification, termination or discharge is sought.

28. Severability and Successors. Any provision of this Lease prohibited by or unlawful or unenforceable under any applicable law of any jurisdiction shall be, at the sole option of the Lessor, ineffective as to such jurisdiction without invalidating the remaining provisions of this Lease or any Schedule. This Lease shall be binding upon and inure to the benefit of Lessor, Lessee and their respective successors and assigns, except as expressly provided to the contrary herein or in any Schedule.

29. Further Assurances. Lessee shall execute and deliver to Lessor such instruments and assurances as Lessor reasonably deems necessary for the perfection of Lessor's rights hereunder. Lessee agrees that it will, from time to time, perform any act and execute, acknowledge, deliver, file, register, record and deposit any and all instruments requested by Lessor for such purposes.

30. Headings. Section headings are for convenience only and shall not be construed as part of this Lease.

31. Availability of Lease. Lessee shall carry the Aircraft's FAA registration and, if required by law, a true copy of this Lease on board the Aircraft at all times and make a true copy of this Lease hereof available for review by the FAA or its authorized representatives. In the event any Aircraft is deemed to be a "large civil aircraft" as now or hereafter defined by the FAA, or this Lease otherwise becomes subject to U.S. Federal "Truth in Leasing" Regulations, Lessee Shall:

(a) within 24 hours of the execution of the Lease or the event subjecting this Lease to "Truth in Leasing" regulations, mail a copy of this Lease to:

Flight Standards Technical Division
P.O. Box 25724
Oklahoma City, Oklahoma 73125

and,

(b) at least 48 hours prior to the first flight of the Aircraft under this Lease, give notice to the FAA Flight Standards District Office, General Aviation District Office or Air Carrier District Office

1510

nearest to the Aircraft's Base Location, which notice shall specify the location of the airport of departure, the departure time and the FAA registration number of the Aircraft.

32. Truth in Leasing. TRUTH IN LEASING (CONDITIONAL SALES) REQUIREMENT IN COMPLIANCE WITH FAR 91.54 (IF APPLICABLE)

FOR THE TWELVE (12) MONTHS PRECEDING THE DATE OF THIS LEASE, THE AIRCRAFT LEASED HEREUNDER HAS BEEN MAINTAINED AND INSPECTED IN ACCORDANCE WITH FEDERAL AVIATION REGULATIONS PART 91 (PART 121 IF LESSEE IS AN AIR CARRIER).

THE LESSEE CERTIFIES THAT IT IS RESPONSIBLE FOR THE AIRCRAFT'S STATUS OF COMPLIANCE WITH APPLICABLE MAINTENANCE AND INSPECTION REQUIREMENTS AS SET FORTH UNDER THE FAA REGULATIONS APPLICABLE TO LESSEE'S USE AND OPERATION OF THE AIRCRAFT.

LESSEE IS SOLELY RESPONSIBLE FOR OPERATIONAL CONTROL OF THE AIRCRAFT AND CERTIFIES AND AGREES TO COMPLY WITH ALL APPLICABLE FAA REGULATIONS NOW IN EFFECT OR SUBSEQUENT FAA REGULATIONS ISSUED DURING THE TERM OF THIS LEASE. THE LESSEE IS HEREBY ADVISED THAT AN EXPLANATION OF FACTORS BEARING ON OPERATIONAL CONTROL AND PERTINENT FAA REGULATIONS CAN BE OBTAINED FROM THE NEAREST FAA FLIGHT STANDARDS DISTRICT OFFICE, GENERAL AVIATION DISTRICT OFFICE OR AIR CARRIER DISTRICT OFFICE.

LESSEE ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS LEASE.

33. Survival. The provisions of Sections 5(b) and (c), 14, 15, 17, 19 and 20 shall survive the termination of this Lease.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Aircraft Lease to be executed and delivered as of the date set forth above by their duly authorized representatives signing below.

ACCEPTED BY LESSEE MG TRANSPORTATION CORP	ACCEPTED BY LESSOR CAPITAL TRANSPORT LLC
By: Howard Gubernman	By: Howard Gubernman
Name: HOWARD GUBERMAN	Name: HOWARD GUBERMAN
Title: VICE PRESIDENT	Title: MANAGER

15-7

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SCHEDULE A

AIRCRAFT

Make and Model:	Falcon 900
Serial Number:	095
Registration Number:	N478A
Make and Model of Engines:	Garrett TFE 731-5AR-1C
Engine Serial Numbers:	(1) P97339 (2) P97342 (3) P97340
Make and Model of APU:	Garrett GTCP 38-150 (F)
APU Serial Number:	P204

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-15-95

15-6

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-15-95

0 0 0 0 [illegible] 0 3 4

155

Falcon 900 Serial Number 95

ADDITIONAL OPTIONAL EQUIPMENT

Gables Electronic Controls (Exchange for Collins)
Fredrickson JET CALL-5 SELCAL (5 Channel)
Wulfsberg Fitsfone VI (1 Cabin Handset)
Additional Wulfsberg WH-10 Handset
Dorne Margolin ELT 8
Single GNS-X Navigation Mgt Sys w/CDU,DTU and Fuel Flow Inputs
Dual Sperry Quad Density FMS Computers
Global Airborne Flight Information System (AFIS)
Second ID 802 Advisory Display
Baker Digital ECUs and Sony Headsets
APU Fault Detection Panel and Hour Meter
Saft Emergency Power for for VHF2/ATC2/Audio2 & Lighting for Standby Alt. and Mach Airspeed
Galley Master System
Remote Cabin Temperature Control
Additional Smoke Detectors (3 Each)
Teledyne Angle of Attack w/Dual Approach Indicators
Sundstrand MK V GPWS w/ Wind Shear Detection
Airshow 200 Cabin Display System with 6 Maps
Lower Fuselage Red Anti-Collision Light
Split Cabin Lighting (3 Sections)
R/H Pylon Service Light
Rechargeable Flashlights (2 Each)
In Fab Pre Fabrication Protection Treatment
Paddle Latches
Third Flight Deck Seat-ERDA Model 3191
Flight Manual Storage Box Behind Pilot Seat
MED Aux Work Surface and Storage
Fwd RH Crew Toilet
Custom Galley/Bar w/Sink, Hot and Cold Water
Dual Hi-Temp Ovens
Custom Auxiliary Galley Entertainment Cabinet w/
Sony Compact Disc changer and 8 MM Video system
Tracking Magazine Racks (1 Each)
Life Rafts (2 Each 12 man)
Aft Cabin Dividers w/ Tracking Curtain
Forward Cabin Sliding Door
Retractable Armrests and Leg Rests (2 Seats)
Extended Base Tracking (2 seats)
Aux Fold-Out Seat (Not Certified for T/O and Ldg)

FAA AIRCRAFT REGISTRY
CAMERA NO. 3 DATE: 8-15-95

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15-3

Falcon 900 Serial Number 95

ELECTRONICS/ ELECTRICAL SYSTEMS

Auxiliary 60 Hz Power (1000 VA)
Auxiliary Power Unit - Garrett GTCP36-150F
Avionics Master System, EFIS Master System and FMS Master System
Emergency Power - Gelt
Galley Master System
Battery Temperature System - Fenwrenics
Cabin Temp/Mixing Valve Position Indicating System
Smoke Detector System-L'Hotellier/Pyrotector
Angle of Attack System-Teledyne
Digital Ground Proximity Warning System/Wind Shear-Sundstrand
Cabin Display System-Airshow-200
Navigation and Anti-Collision lights-Grimes/Labinal
Cabin Lighting Systems-Direct and Indirect
Service and Baggage Loading Lights-Grimes/Labinal
Wing Ice Detection Lights-Grimes
Emergency Lighting System-Grimes
Landing and Taxi Lights-Teleflex

ELECTRONICS/ AVIONICS SYSTEMS

VHF Communications System - Dual Collins VHF 22B
HF Communications System - Dual King KHF-950
Selcal Decoder-Tema JET CALL-3
Airborne Radiotelephone System-Wulfsberg Filefone VI w/Voice Privacy
Emergency Locator Transmitter-Dorne Margolin
VOR/ILS/Marker System-Dual Collins VIR-32
Automatic Direction Finding System-Dual Collins ADF 60B
Flight Management System-Sperry
Navigation Management System-Global GNS-X
Airborne Flight Information System-Global
Radar System-Sperry Primus 870 with Multifunction Display
Distance Measuring Equipment-Dual Collins DME 42
ATC Transponders-Dual Collins TDR 90
Radio Altimeter System-Sperry AA-300
Flight Control System-Sperry DFZ-800
Flight Instrumentation System-Dual Sperry EDZ-820 EFIS
Flight Deck Audio System-Dual Baker M-1045
Cabin PA Chime-System-Baker M2050C
Cabin Stereo Systems-Sony
Cabin Video Systems (8MM Format)
Air Data System-Dual Sperry AZ-810
Standby Magnetic Compass-Smith
Emergency Attitude/Power-SFENA/SAFT
Laser Inertial Reference System-Triple Honeywell
Clocks-Dual Davtron
Cockpit Voice Recorder-Fairchild A100A
Flight Data Recorder-Fairchild F800 (Full Provisions)

15-2

151

0 0 0 0 0 0 0 1 0 3 6

SCHEDULE B

ACCEPTANCE CERTIFICATE

MG TRANSPORTATION CORP., a Delaware corporation ("Lessee"), does hereby represent, acknowledge, warrant and agree as follows:

1. Lessee acknowledges possession of the Aircraft described in the Aircraft Lease Agreement dated as of November 1, 1994 (the "Lease") with Capital Transport L.L.C., a Delaware limited liability company ("Lessor"), including without limitation the engines and the equipment and accessories described in Schedule A to the Lease.

2. All of the foregoing has been delivered to and accepted by Lessee, to Lessee's full satisfaction and pursuant to the terms and provisions of the Lease and Lessee acknowledges that the Aircraft has been fully satisfactory to Lessee, and in full conformity with the Lease in every respect.

3. The Aircraft is insured by Lessee in accordance with the provisions of the Lease.

4. No Default under the Lease is existing and is continuing.

5. The Lease is in full force and effect.

6. As of the date hereof Lessor has fully, duly and timely performed all obligations of every kind or nature under the Lease and Lessee has no claims, offset deductions, set-off or defenses of any kind or nature in connection with the Lease.

MG TRANSPORTATION CORP.

By: Howard Gubeman
HOWARD GUBERMAN, VICE PRESIDENT

Dated: 11/1/94

15

FAA AIRCRAFT REGISTRY
CAMERA NO. 1 DATE: 2-8-95

0 0 0 0 0 0 0 NUMBER CHANGED TO 343MG
DATE 11 JAN 18 1995

14-1

US Department of Transportation
Federal Aviation Administration

ASSIGNMENT OF SPECIAL REGISTRATION NUMBERS

Special Registration Number: N343MG

Aircraft Make and Model: DASSAULT-BREGUET MYSTERE FALCON 900

Serial Number: 95 [redacted] 2730160

Present Registration Number: N478A

ICAO AIRCRAFT ADDRESS CODE
FOR N343MG = 50744615

CAPITAL TRANSPORT LLC
C/O GRUSS & CO 900 THIRD AVENUE
NEY YORK, NY 10022

Issue Date: NOV. 02, 1994

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

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

The latest FAA Form 8130-6, Application For Airworthiness on file is dated: 053191

The airworthiness classification and category: STD/TRANSP

SIGN AND RETURN THE ORIGINAL of this form to the FAA Aircraft Registry, within 5 days after placing the special registration number on the aircraft. A revised certificate will then be issued. Unless this authority is used and this office so notified, the authority for use of the special number will expire on NOV. 02, 1995

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

Signature of Owner: Howard Haberman

Title of Owner: MANAGER

Date Placed on Aircraft: NOVEMBER 16, 1994

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

BELOW THIS POINT FOR FAA USE ONLY

NAME

ADDRESS

ZIP CODE

DATE

AC Form 8050-64 (12/87)

FAA AIRCRAFT REGISTRY
CAMERA NO. 1 DATE: 2-8-95

14

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
'94 NOV 16 PM 2 17
OKLAHOMA CITY
OKLAHOMA

FAA AIRCRAFT REGISTRY
CAMERA NO. 1 DATE: 2-8-95

0000000102 13-1

Insured Aircraft Title Service

P.O. Box 19527 • Oklahoma City, Oklahoma 73144 • (405) 681-6663
(800) 654-4882
(800) 477-4882
FAX #405-681-9299

Priority! OVERSEAS!

FEDERAL AVIATION ADMINISTRATION
CENTRAL RECORDS DIVISION
OKLAHOMA CITY, OKLAHOMA

DATE: 10-28-94

-64 Rez 343MG

27 NOV 0 2 '94

NOV 0 2 '94

Gentlemen:

Please reserve N_____ in NAME ONLY for: _____

****

Please reserve N 343MG for assignment to the following aircraft:

478A	Dassault Breguet	Falcon 900	95
Current N#	Make	Model	Serial #

Which is (1) being purchased by: ____ or (2) is registered to: ✓ :

Capital Transport LLC
c/o Gruss + Co. 900 Third Ave.
New York, NY 10022

Payment of the required $10 fee per number to reserve it for one year is attached. If the the preferred N Number is not available please contact the undersigned for a selection of a new number. 9430113443335 $ 10.00 10/28/1994

Please send the letter of confirmation for the reserved number to Insured Aircraft Title Service in the P.D. Room.

ADDITIONAL INFORMATION: This aircraft makes frequent flights overseas. Will be flying to Puerto Rico on 11-11-94 + must have new N#! Please return -64 to IATS in PD Room for Fed-X delivery to customer.

Thank You!

Requested by: Dana Carvalho

13

Priority! OVERSEAS!

FAA AIRCRAFT REGISTRY
CAMERA NO. IN DATE: 10-13-94

FORM APPROVED
OMB No. 2120-0042

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

CERT. ISSUE DATE 12-1

UNITED STATES REGISTRATION NUMBER N478A

AIRCRAFT MANUFACTURER & MODEL: FALCON 900

AIRCRAFT SERIAL No.: 095

FF 10-6-94
FOR FAA USE ONLY

TYPE OF REGISTRATION (Check one box)

☐ 1. Individual ☐ 2. Partnership ☐ 3. Corporation ☐ 4. Co-owner ☐ 5. Gov't. ☐ 6. Non-Citizen Corporation

6. LIMITED LIABILITY COMPANY

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

CAPITAL TRANSPORT L.L.C

TELEPHONE NUMBER: (212) 688-1500

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: C/O GRUSS & CO., 900 THIRD AVENUE

Rural Route: P.O. Box:

CITY	STATE	ZIP CODE
NEW YORK	NEW YORK	10022

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

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

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

CERTIFICATION

I/WE CERTIFY:

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

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

CHECK ONE AS APPROPRIATE:

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

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

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

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

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

TYPE OR PRINT NAME BELOW SIGNATURE

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.

SIGNATURE	TITLE	DATE
Howard Guberman		9/28/94
SIGNATURE BY HOWARD GUBERMAN, MANAGER	3627711527021 $5.00 09/29/1994	DATE
SIGNATURE Howard Guberman BY HOWARD GUBERMAN, MANAGER		DATE 9/28/94

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

AC Form 8050-1 (12/90) (0052-00-629-9007) Supersedes Previous Edition

FAA AIRCRAFT REGISTRY
CAMERA NO. IN DATE: 10-13-94

12

CONVEYANCE CONVEYANCE
FILED WITH FAA FILED WITH FAA
AIRCRAFT REGISTRY AIRCRAFT REGISTRY
SEP 29 3 19 PM '94 SEP 29 9 38 AM '94
OKLAHOMA CITY OKLAHOMA CITY
OKLAHOMA OKLAHOMA

FAA AIRCRAFT REGISTRY
CAMERA NO. IN DATE: 10-13-94

11-1

FORM APPROVED
OMB NO. 2120-0042

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE

0 3 2 0 0 0 0 4 9 2

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

F 1 5 7 4 2

UNITED STATES REGISTRATION NUMBER N 478A

AIRCRAFT MANUFACTURER & MODEL
Dassault Aviation Falcon 900

AIRCRAFT SERIAL No.
095

CONVEYANCE RECORDED

DOES THIS 28th DAY OF September 1994 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTEREST IN AND TO SUCH AIRCRAFT UNTO:

Oct 6 1 47 PM '94

Do Not Write In This Block
FOR FAA USE ONLY

FEDERAL AVIATION ADMINISTRATION

PURCHASER

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

Capital Transport, L.L.C.
1500 Perimeter Rd
West Palm Beach, FL 33401

DEALER CERTIFICATE NUMBER

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

IN TESTIMONY WHEREOF I HAVE SET my HAND AND SEAL THIS 27 DAY OF Sept 94

SELLER

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
Aoki Aviation Company		Stephen G. Palken Assistant Treasurer

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

ORIGINAL: TO FAA

AC Form 8050-2 (8-85) (0052-00-629-0002)

FAA AIRCRAFT REGISTRY
CAMERA NO. IN DATE: 10-13-94

FAA AIRCRAFT REGISTRY
CAMERA NO. IN DATE: 10-13-94

10-3

D. RAY HENDERSON
President

Aircraft Trading Center, Inc.
17885 S.E. Federal Highway
Tequesta, FL 33469
(407) 747-3500

FAX: (407) 744-6000
TELEX: 807218

E 1 5 7 4 1

CONVEYANCE
RECORDED

OCT 6 1 47 PM '94

FEDERAL AVIATION
ADMINISTRATION

September 27, 1994

Federal Aviation Administration
Aircraft Registry Branch
6425 South Denning
Registry Building, Room 118
Oklahoma City, OK 73169

RE: Dassault Falcon 900
Serial No. 95
N478A

Dear Sirs:

Aircraft Trading Center, Inc. hereby disclaims all rights, title and interest in the above referenced aircraft.

Application for registration that was filed September 26, 1994, should be voided.

Sincerely,

D. Ray Henderson

D. Ray Henderson
President

DRH/cas

942721527021
$ 5.00 09/29/1994

atc

10-2

FAA AIRCRAFT REGISTRY
CAMERA NO. IN DATE: 10-13-94

10-1

FORM APPROVED
OMB No. 2120-0042

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

CERT. ISSUE DATE

UNITED STATES REGISTRATION NUMBER N 478A

AIRCRAFT MANUFACTURER & MODEL: Dassault Breguet Falcon 900

AIRCRAFT SERIAL No.: 95

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.)

Aircraft Trading Center, Inc.

TELEPHONE NUMBER: ( )

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: 17885 S. E. Federal Highway

Rural Route: P.O. Box:

CITY	STATE	ZIP CODE
Tequesta	Florida	33469

☐ **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 such aircraft is based and primarily used in the United States. Records or flight hours are available for inspection at _____

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

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

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

TYPE OR PRINT NAME BELOW SIGNATURE

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.

SIGNATURE	TITLE	DATE
Stay Henderson	President	9-26-94

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

AC Form 8050-1 (3/90) (0052-00-628-9006) Supersedes Previous Edition

FAA AIRCRAFT REGISTRY
CAMERA NO. IN DATE: 10-13-94

10

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
'94 SEP 26 PM 3 07
OKLAHOMA CITY
OKLAHOMA

FAA AIRCRAFT REGISTRY
CAMERA NO. 2 DATE: 6·22·93

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

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

CERT. ISSUE DATE
9-1
BB FEB 28 '91
FOR FAA USE ONLY

UNITED STATES REGISTRATION NUMBER N 478A

AIRCRAFT MANUFACTURER & MODEL
Dassault Aviation Falcon 900

AIRCRAFT SERIAL No.
095

TYPE OF REGISTRATION (Check one box)

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

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

Aoki Aviation Company

TELEPHONE NUMBER: (206) 767 - 3668

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: 6987 Perimeter Road South

Rural Route: P.O. Box:

CITY	STATE	ZIP CODE
Seattle	Washington	98108

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

ATTENTION! Read the following statement before signing this application.

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

CERTIFICATION

I/WE CERTIFY:

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

(For voting trust, give name of trustee: Wilmington Trust Company), or:

CHECK ONE AS APPROPRIATE:

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

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

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

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

TYPE OR PRINT NAME BELOW SIGNATURE

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.

SIGNATURE	TITLE	DATE
[signature]	Assistant Treasurer	2/28/91
Walter B. Benadof		

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

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

Cyrtl & Fender 0776.002 2-27-91 $5.00

(FILING COPY)

FAA AIRCRAFT REGISTRY
CAMERA NO. 1 DATE: 6·22·93

8-1

FORM APPROVED
OMB NO 2120-0042

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION

0 0 0 0 0 0 0 0 6 7 6

AIRCRAFT BILL OF SALE

818194

BB FEB 28 '91

CONVEYANCE RECORDED

FEB 28 11 08 AM '91

FEDERAL AVIATION ADMINISTRATION

FOR AND IN CONSIDERATION OF $1 OVC THE UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS

UNITED STATES REGISTRATION NUMBER N 478A

AIRCRAFT MANUFACTURER & MODEL Dassault Aviation Falcon 900

AIRCRAFT SERIAL No. 35

DOES THIS 28th DAY OF FEB., 1991 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:

Do Not Write In This Block

PURCHASER

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

AOKI AVIATION COMPANY
6987 Perimeter road South
Seattle, Washington 98108

DEALER CERTIFICATE NUMBER

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

IN TESTIMONY WHEREOF I HAVE SET MY HAND AND SEAL THIS 28th DAY OF FEB 1991

SELLER

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
FALCON JET CORPORATION		J. MORGAN YOUNG SR. V.P. FINANCE & ADMINISTRATION
	FEB 28 11 5 AM '91	

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

(FILING COPY)

ORIGINAL: TO FAA Cert Copy to Fowler

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

8

FAA AIRCRAFT REGISTRY
CAMERA NO. 1 DATE: 6·22·93

17 DEC 28 1990 # chg 1 7-1

US Department of Transportation
Federal Aviation Administration

ASSIGNMENT OF SPECIAL REGISTRATION NUMBERS

Special Registration Number: N478A

Aircraft Make and Model: DASSAULT-BREGUET MYSTERE FALCON 900

Serial Number: 95 / 2730160

Present Registration Number: N464FJ

ICAO AIRCRAFT ADDRESS CODE
FOR N478A = 51357322

FALCON JET CORPORATION
TETERBORO AIRPORT
TETERBORO NJ 07608

Issue Date: DEC. 10, 1990

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

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

The latest FAA Form 8130-6, Application For Airworthiness on file is dated: NONE

The airworthiness classification and category: NONE

SIGN AND RETURN THE ORIGINAL of this form to the FAA Aircraft Registry, within 5 days after placing the special registration number on the aircraft. A revised certificate will then be issued. Unless this authority is used and this office so notified, the authority for use of the special number will expire on DEC. 10, 1991

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

Signature of Owner: Dallas Bunker

Title of Owner: CHIEF INSPECTOR- FALCON JET CORPORATION

Date Placed on Aircraft: 12-19-90

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

BELOW THIS POINT FOR FAA USE ONLY

FP / NF NAME

ADDRESS

EMP. NUMBER DATE

AC Form 8050-64 (12/87)

FAA AIRCRAFT REGISTRY
CAMERA NO. 1 DATE: 6·22·93

FalconJet

Filed 1/25/90

64
4788

November 27, 1990

16 DEC 10 1990

FAA AIRCRAFT REGISTRY
P.O. Box 25504
Oklahoma City, Oklahoma 73125

Subject: Falcon 900, Serial Number 95, N478A

Gentlemen,

Registration number N478A is currently reserved in the name of Falcon Jet Corporation, Teterboro Airport, Teterboro, New Jersey 07608.

Please issue an AC Form 8050-64 to remove N463FJ from Falcon 900, Serial Number 95 and replace with N478A and have this authorization forwarded to the undersigned at Teterboro Airport, Teterboro, New Jersey 07608.

Please take any steps necessary to expedite this matter by December 28th, due to paint shop input.

Should you have any questions, please contact the undersigned or my assistant, Suzanne Glock, at (201) 288-5[illegible].

Thank you.

Very truly yours,

FALCON JET CORPORATION

Thomas P. Lowe

Thomas P. Lowe
Attorney-In-Fact

L017549

cc: Mr. Rick [illegible], [illegible]
NOKI AVIATION

6-2

6-1

FalconJet

November 27, 1990

Mr. William Morgan
MORGAN AIRCRAFT TITLE SERVICES
1214 North Rockwell
Oklahoma City, Oklahoma 73127

Subject: Falcon 900, Serial Number 95, N478A

Dear Bill,

Please find enclosed documentation for the above captioned Aircraft, which should be forwarded to the FAA as soon as possible.

Bill, thanks for your assistance in this matter. Should you have any questions, please don't hesitate to contact me.

Very truly yours,

FALCON JET CORPORATION

Suzanne Slock
Contracts Assistant

L015550
Enclosure

Falcon Jet Corporation
Teterboro, New Jersey 07608 (201) 262-0800

FAA AIRCRAFT REGISTRY
CAMERA NO. 1 DATE: 6·22·93

FORM APPROVED: OMB NO. 04-R0076

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE 0 0 0 0 0 8 0 1

FOR AND IN CONSIDERATION OF $ 5.00 THE UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:

UNITED STATES REGISTRATION NUMBER: N -464FJ

AIRCRAFT MANUFACTURER & MODEL: DASSAULT AVIATION MYSTERE FALCON 900

AIRCRAFT SERIAL No.: 95

W 12198

CONVEYANCE RECORDED

Do Not Write In This Block FOR FAA USE ONLY

Oct 9 3 05 AM '90

FEDERAL AVIATION ADMINISTRATION

DOES THIS 20th DAY OF SEPT 1990 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:

PURCHASER

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

FALCON JET CORPORATION
TETERBORO AIRPORT
TETERBORO - NEW JERSEY 07608 - U.S.A.

DEALER CERTIFICATE NUMBER

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

IN TESTIMONY WHEREOF I HAVE SET my HAND AND SEAL THIS 20th DAY OF SEPT 90

SELLER

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
DASSAULT AVIATION	J.C. PERIE	Directeur Adjoint MERIGNAC Factory

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

REGSTR CD 5.00
1254 001 10/ 4/90

ORIGINAL: TO FAA

AC FORM 8050-2 (8-76) (0052-029-0002)

5

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RELEASE

4-1

N12198

CONVEYANCE
RECORDED

OCT 9 3 07 PM '90
FEDERAL
AVIATION
ADMINISTRATION

KNOW ALL MEN BY THESE PRESENTS that Dassault Aviation (hereinafter "D.A."), the true and lawful holder of that certain Conditional Sales Agreement between D.A. and Falcon Jet Corporation (hereinafter "FJC"), dated the twenty seventh day of August 1990 (hereinafter "Agreement"), constituting evidence of indebtedness secured by Falcon Aircraft Model Mystere Falcon 900, Serial number 95, FAA Registration Number N-464FJ (hereinafter "Aircraft"), certifies that the Aircraft is hereby released from the terms of the Agreement. Any title retained in the Aircraft by the Agreement is hereby sold, granted, transferred, and assigned to FJC, provided that, no express warranty is given nor implied by reason of execution or delivery of this Release.

IN WITNESS WHEREOF, Dassault Aviation has caused this Release to be executed by its duly authorized Representative on this *twentieth day of September 1990.*

Recorded 8-31-90. Conv. No. D79081

SEE RECORDED
CONVEYANCE
NUMBER G79081
FICHE # _____ PAGE # _____

DASSAULT AVIATION

J.C. PERIE
DIRECTEUR ADJOINT
USINE DE MERIGNAC

FAA AIRCRAFT REGISTRY
CAMERA NO. 1 DATE: 6·22·73

FORM APPROVED
OMB No. 2120-0042

0 0 0 0 0 0 0 1 0 3 5

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

CERT. ISSUE DATE
3-1
G AUG 31 1990
FOR FAA USE ONLY

UNITED STATES REGISTRATION NUMBER: N 454 FJ

AIRCRAFT MANUFACTURER & MODEL: D.A. MYSTERE FALCON 900

AIRCRAFT SERIAL No.: 95

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.)

FALCON JET CORPORATION

PHONE NUMBER: ( )

ADDRESS (Permanent mailing address for first applicant listed.)

TETERBORO AIRPORT

Number and street

Rural Route: P.O. Box:

CITY	STATE	ZIP CODE
TETERBORO	NEW JERSEY	07608

☐ 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;

or 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) DELAWARE and said aircraft is based and primarily used in the United States. Records of flight hours are available for inspection at TETERBORO AIRPORT - TETERBORO - NJ 07608 - USA

(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.

CERTIFICATE OF INCORPORATION ON FILE UNDER F10 S/N 195 REG # N261 FJ

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

MATS

TYPE OR PRINT NAME BELOW SIGNATURE

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.

SIGNATURE	TITLE	DATE
MAURICE A. COMEAU	ATTORNEY IN FACT	AUG. 24/90
SIGNATURE	TITLE	DATE
	REGSTR	CD 5.00
SIGNATURE	TITLE 6627 001	DATE 8/29/90

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

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

FAA AIRCRAFT REGISTRY
CAMERA NO. 1 DATE: 6·22·93

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AGREEMENT

G 7 9 0 8 1

THIS AGREEMENT, dated the twenty seventh day of August 1990, by and between DASSAULT AVIATION, a French corporation, with officers at 9 Rond Point Champs Elysées, 75008 PARIS, France (hereinafter "Seller") and FALCON JET CORPORATION, incorporated in the State of Delaware, United States of America, with officers at Teterboro Airport, Teterboro, New Jersey 07608 (Hereinafther "Buyer").

WITNESSETH THAT :

WHEREAS, Seller is, amongst other things, in the business of manufacturing business jet aircraft commonly known in the industry as Falcons, and

WHEREAS, Buyer is, amongst other things, in the business of purchasing such aircraft from Seller for modification by Buyer in the United States and subsequent resale by Buyer in the ordinary course of its business, and

WHEREAS, Seller has heretofore agreed to sell Falcon aircraft, model MYSTERE FALCON 900 Manufacturer's Serial Number 95, (hereinafter "Aircraft") to Buyer, and has heretofore received a substantial portion of the purchase price for the aircraft from Buyer, and

WHEREAS, Buyer has heretofore agreed to purchase the Aircraft from Seller and has heretofore paid to Seller a substantial portion of the purchase price for the Aircraft, and

WHEREAS, Buyer requires possession of the Aircraft prior to acceptance of legal title and payment of the then due amount of the purchase price, and

WHEREAS, Seller agrees to tender possession of the Aircraft to Buyer prior to tendering legal title and receipt of the then due amount of the purchase price,

NOW, THEREFORE, in consideration of mutual convenants and agreements herein contained, the parties hereto do hereby acknowledge and agree :

1. Physical possession and all rights and interests, except legal title, in the Aircraft are hereby transferred by Seller to Buyer :

   Place : MERIGNAC GIRONDE FRANCE
   Date : AUGUST 27, 1990
   Time : 09:00

2. On or about the eighth day of October 1990, Buyer shall pay Seller the then due amount of the purchase price for the Aircraft and Seller shall transfer to Buyer legal title to the Aircraft, and

3. Failure of Buyer to pay the then due amount of the purchase price for the Aircraft or failure of Seller to transfer to Buyer legal title to the Aircraft shall constitute a default and Buyer or Seller shall have all rights and remedies as provided by law.

IN WITNESS WHEREOF, DASSAULT AVIATION and FALCON JET CORPORATION have caused this Agreement to be executed by their duly authorized representatives on the date first written above.

SELLER	BUYER
DASSAULT AVIATION	**FALCON JET CORPORATION**
by..... J.C. PERIE	by..... MAURICE A. COMEAU
Title..... DIRECTEUR ADJOINT USINE DE MERIGNAC	Title..... ATTORNEY IN FACT

CONVEYANCE
FILED WITH FAA
AIRCRAFT REGISTRY
AUG 29 11 43 AM '90
OKLAHOMA CITY
OKLAHOMA

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MINISTRY OF TRANSPORT
CIVIL AIRCRAFT GENERAL ADMINISTRATION
AIR TRANSPORT SERVICE

REGISTRATION BUREAU
39, Rue Washington
75008 PARIS

ATTESTATION

The Administrator in charge of the Aircraft Registration ledger certifies that the MYSTERE FALCON 900 Aircraft Serial Number 95 bearing temporary registration F-WWFO is not registered on the French aircraft registration ledger. No mortgage has ever been recorded against this aircraft.

Made in PARIS July 30, 1990

The administrator in charge of the bookkeeping of the aircraft registration ledger.

SIGNED : A. GRAND

This is what we believe to be the best translation to document attached.

MAURICE A. COMEAU

1-2

MINISTERE DES TRANSPORTS ET DE LA MER 0 0 0 1 0 3 7

DIRECTION GENERALE
DE L'AVIATION CIVILE

SERVICE DES TRANSPORTS AERIENS
DE L'AVIATION CIVILE

Bureau Immatriculation des Aeronefs
143, rue Blomet
75015 PARIS

ATTESTATION

Le fonctionnaire chargé de la tenue du registre d'immatriculation des aéronefs atteste que l'appareil :

* MYSTERE FALCON 900 n/s 95
* portant les marques provisoires FWWFO

n'est pas inscrit au registre français d'immatriculations.

Aucune hypothèque n'est enregistrée sur cet aéronef.

Fait à PARIS, le 30/07/90

P/le fonctionnaire chargé de la tenue
du registre d'immatriculation

MINISTERE DES TRANSPORTS ET DE LA MER
Direction Générale de l'Aviation Civile

M. J. FIDEL