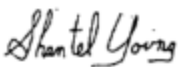


NOTICE OF RECORDATION – AIRCRAFT SECURITY CONVEYANCE

PART I - CONVEYANCE RECORDATION NOTICE

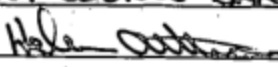
This section acknowledges the recording of a security conveyance covering the collateral shown.

NAME (last name first) OF DEBTOR HELIBRO LLC		
NAME and ADDRESS OF SECURED PARTY/ASSIGNEE 1 ST SOURCE BANK 100 N MICHIGAN ST SOUTH BEND IN 46601 		
NAME OF SECURED PARTY'S ASSIGNOR (if assigned)		
THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE: N405PJ 53375 BELL 407 N N N ROLLS 250-C47B CAE-847407		
THE SECURITY CONVEYANCE DATED	<u>4/7/2016</u>	COVERING THE ABOVE COLLATERAL WAS RECORDED BY
THE CIVIL AVIATION REGISTRY ON	<u>Jun 03, 2016</u>	AS CONVEYANCE NUMBER <u>SY000344</u>
  SHANTEL YOUNG, LEGAL INSTRUMENTS EXAMINER		

PART II - RELEASE

Use of this section of the form by the security holder is optional. This section is only a suggested form of release that meets the recording requirements of the Federal Aviation Act of 1958, as amended, and the regulations issued thereunder. In addition to those 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, PO Box 25504, Oklahoma City, Oklahoma 73125.

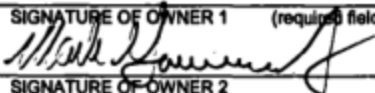
The undersigned hereby certifies that they are the true and lawful holder of the note or other evidence of indebtedness secured by the conveyance referred to herein on the above described collateral and that the same collateral is hereby released from the terms of the conveyance. Provided that no express warranty is given nor implied by reason of execution or delivery of the release, any title retained in the collateral by the conveyance is hereby sold, granted, transferred and assigned to the party that executed the conveyance or to the assignee of said party if the conveyance was assigned.	
DATE OF RELEASE: _____	ACKNOWLEDGMENT (If Required By Applicable Local Law):
SECURITY HOLDER: <u>1st Source Bank</u>	
SIGNATURE (In Ink) 	
TITLE: <u>HELEN PITKIN, OPERATIONS MANAGER</u>	
(A person signing for a corporation must be a corporate officer or hold a managerial position and must show title. A person signing for another should see 14 CFR Parts 47 and 49 of the Federal Aviation Regulations.)	

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DOCUMENT LEVEL ANNOTATIONS

SEE RECORDED CONV#SY000344 DOC ID 5917

PRA Public Burden Statement: A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0042. Public reporting for this collection of information is estimated to be approximately 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required to retain aircraft registration in accordance with 14 CFR Part 47. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION AIRCRAFT REGISTRATION RENEWAL APPLICATION		FAILURE TO RENEW REGISTRATION WILL RESULT IN CANCELLATION OF REGISTRATION AND REGISTRATION NUMBER ASSIGNMENT (See 14 C.F.R. §§ 47.15(i), 47.40 and 47.41)	
AIRCRAFT REGISTRATION NUMBER N 405PJ		SERIAL NUMBER 53375	
MANUFACTURER Bell		MODEL 407	
DATE OF ISSUANCE 4/1/2016	DATE OF EXPIRATION 4/30/2019	TYPE OF REGISTRATION Individual	
ENTER REGISTERED OWNER(S) & ADDRESS FROM FAA FILE (Owner 1) <u>HELIBRO, LLC</u> (Owner 2) _____ Note: Enter any additional owner names on page two. (Address) <u>903 Landev Wav</u> (Address) _____ City <u>Red Bluff</u> State <u>CA</u> Zip <u>96080</u> Country _____ Physical Address: Required when mailing address is a P.O. Box or mail drop. (Address) <u>same</u> (Address) _____ City _____ State _____ Zip _____ Country _____		HELPFUL INFORMATION Review Aircraft Registration File Information for this aircraft at: http://registry.faa.gov/aircraftinquiry . Assistance may be obtained at our web page: http://registry.faa.gov/renewregistration , by e-mail at: faa.aircraft.registry@faa.gov , or by telephone at: (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 RENEW REGISTRATION: <u>REVIEW</u> aircraft registration information, <u>SELECT</u> the appropriate statement, <u>ENTER</u> any change in address in the spaces below, <u>SIGN, DATE, & SEND</u> form with the \$5 renewal fee to the: FAA Aircraft Registry, PO Box 25504, Oklahoma City OK 73125-0504, or by courier to: 6425 S Denning Rm 118, Oklahoma City OK 73169-6937 <input checked="" type="checkbox"/> I (WE) CERTIFY, THE NAME(S) AND ADDRESSES FROM THE FAA FILES FOR THE OWNER(S) OF THIS AIRCRAFT ARE CORRECT, OWNERSHIP MEETS CITIZENSHIP REQUIREMENTS OF 14 CFR §47.3, AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY. <input type="checkbox"/> UPDATE THE MAILING / PHYSICAL ADDRESS AS SHOWN BELOW. I (WE) CERTIFY THE: NAME(S) SHOWN ABOVE FOR THE OWNER(S) OF THIS AIRCRAFT IS CORRECT, OWNERSHIP MEETS THE CITIZENSHIP REQUIREMENTS OF 14 CFR §47.3, AIRCRAFT IS NOT REGISTERED UNDER THE LAWS OF ANY FOREIGN COUNTRY. NEW MAILING ADDRESS _____ _____ _____ NEW PHYSICAL ADDRESS: complete if physical address has changed, or the new mailing address is a PO Box or Mail Drop. _____ _____ _____		TO CANCEL THE REGISTRATION FOR THIS AIRCRAFT: <u>CHECK</u> All applicable block(s) below, <u>COMPLETE, SIGN, DATE & MAIL</u> this form with any fees to the: FAA Aircraft Registry, PO Box 25504, Oklahoma City, OK, 73125-0504, or by courier to: 6425 S Denning Rm. 118, Oklahoma City OK 73169-6937 <input type="checkbox"/> CANCELLATION OF REGISTRATION IS REQUESTED. <input type="checkbox"/> THE AIRCRAFT WAS SOLD TO: (Show purchaser's name and address.) _____ _____ <input type="checkbox"/> THE AIRCRAFT IS DESTROYED OR SCRAPPED. <input type="checkbox"/> THE AIRCRAFT WAS EXPORTED TO: _____ <input type="checkbox"/> OTHER, Specify _____ <input type="checkbox"/> PLEASE RESERVE N-NUMBER IN THE OWNER'S NAME AND ADDRESS. The \$10 reservation fee is enclosed.	
SIGNATURE OF OWNER 1 (required field) 	PRINTED NAME OF SIGNER (required field) Mark Gunsauls	TITLE (required field) Member	DATE 1/2/2019
SIGNATURE OF OWNER 2	PRINTED NAME OF SIGNER	TITLE	DATE

Use page 2 for additional signatures.

AC Form 8050-1B (10/18)

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DOCUMENT LEVEL ANNOTATIONS

FFR APP DOC ID 7735 10/30/18
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U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION CROSS-REFERENCE—RECORDATION		RECORDED CONVEYANCE FILED IN: NNUM: 405PJ SERIAL NUM: 53375 MFR: BELL MODEL: 407 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 LOAN AND SECURITY AGREEMENT		DATE EXECUTED APRIL 7, 2016	
FROM HELIBRO LLC		DOCUMENT NO. SY000344	
TO OR ASSIGNED TO 1 ST SOURCE BANK		DATE RECORDED JUN 03, 2016	
THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:			
Total Aircraft: 1	Total Engines: 1	Total Props:	Total Spare Parts:
N405PJ ROLLS 250-C47B CAE-847407			

AFS-750-23R (08/09)

1m2016041112843

LOAN AND SECURITY AGREEMENT

Document Date: April 7, 2016

Customer (Exact Legal Name): Helibro, LLC		
Address: 903 Langley Way		
City/State/Zip Code: Red Bluff, CA 96080		
Phone: (530) 527-5059	Fax:	Email:

1. 1st Source Bank ("Bank") has agreed to lend money to the individual or entity identified above as the "Customer", and may agree to lend additional money to Customer from time-to-time. The principal amount, the interest rate, payment amount, payment due dates, the maturity date and other particulars for each loan shall be set forth in a promissory note, addendum, schedule or other separate document containing such terms (each a "Note"). Customer will make payments when due and payable without offset, defense or counterclaim. All payments will be given tentative credit when received by Bank in Indiana and posted to Customer's account in accordance with standard Bank practices, subject to final collection. All final payments shall be made in immediately available collected funds unless Bank agrees otherwise. All payments shall be applied first to interest, then to principal unless otherwise provided in this Agreement. Interest shall accrue based on a 360-day year and the days actually elapsed.
2. To secure repayment of the loans and performance of the other obligations of Customer under this Agreement, and also to secure all other monetary and non-monetary obligations of Customer to Bank under any other agreement, whether absolute or contingent, direct or indirect, now existing or hereafter arising, Customer grants to Bank a continuing security interest in the "Collateral" as defined in the following sentence. "Collateral" means the aggregate of (a) the property described in any addendum, schedule or other separate document that, by its terms, is made a part of this Agreement; plus (b) any other assets of Customer in which Customer has granted Bank a security interest under any other existing or future agreement, whether or not related to this Agreement. If the property included in Collateral is equipment (whether or not held as inventory) ("Equipment"), then Collateral also includes (i) all logs, records and manuals relating to the Equipment, (ii) all present and future attachments, accessories, parts, repairs, additions, accessions, substitutions, exchanges and replacements identified with or relating to the Equipment; (iii) all present and future rights of Customer relating to the physical condition of the Equipment, including under any warranties, service or maintenance agreements, storage agreements or insurance policies; (iv) all present or future rights of Customer in connection with the use and/or operation of the Equipment by any third party under any lease, rental agreement or license; and (v) proceeds of the Equipment and any of (i) through (iv).
3. Customer represents and warrants that:

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 - (a) Customer is a limited liability company organized and in good standing under the laws of California, and in good standing in all jurisdictions where qualification is necessary;
 - (b) if applicable, the execution and delivery hereof, and all other agreements or writings by and between Customer and Bank have been duly authorized by appropriate action of Customer's governing body;
 - (c) Customer is the absolute owner of the Collateral and has full power and authority to grant a security interest in the Collateral to Bank;
 - (d) the Collateral is free and clear from all liens, encumbrances, security interests, or other claims other than the security interest of Bank;
 - (e) none of the terms of this Agreement or any other agreements between Customer and Bank are in violation of any agreements Customer may have with any third party;
 - (f) all financial statements, credit applications, and other information Customer has provided to Bank are truthful and accurate, and all financial statements and other information Customer delivers or provides to Bank in the future also will be truthful and accurate;
 - (g) since the date of the most recent financial statements delivered to Bank, there has been no material adverse change in Customer's financial condition or prospects;
 - (h) Customer understands and acknowledges that Bank is neither the manufacturer nor distributor of the Equipment and has no knowledge of or familiarity with it. Customer will be accepting the Equipment "as is" and Bank has not made, and will not make, any representation or warranty, express or implied, as to the value, condition, quality, material, workmanship, design, capacity, merchantability, durability, fitness or suitability of the Equipment for any use or purpose, or any other representation or warranty whatsoever, express or implied; and
 - (i) Customer acknowledges that by requiring insurance herein (or in the insurance letter) as provided below, Bank does not represent that coverage and limits will necessarily be adequate to protect Customer and such coverage and limits shall not be deemed as a limitation on Customer's liability under Customer's indemnities otherwise set forth in this Agreement.
4. Customer will, at its own cost and expense as applicable:
 - (a) deliver to Bank from time-to-time its financial statements, in the same form and type as submitted with Customer's loan request. Customer will deliver its full-year annual financial statements each year as soon as available, but in any event not later than one hundred twenty (120) days after the close of each of its fiscal years, together with the opinion or other report of the accountant(s) (if any) retained to

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compile, review or audit the financial statements. Bank may specify a different form, type or frequency in any addendum, schedule or other separate document that, by its terms, is made a part hereof, or as Bank may reasonably request in any written notice delivered by Bank to Customer;

- (b) promptly deliver to Bank such other information and documents regarding the loans, the Collateral, and the business affairs, operations, financial condition or other properties of Customer as Bank may reasonably request from time-to-time;
 - (c) at all times insure the Collateral with companies acceptable to Bank against loss, collision, theft, vandalism, or other physical damage, liability and other risks and hazards, as Bank reasonably requires, giving due consideration to the kinds of coverage that owners of the property-type(s) included in the Collateral commonly obtain, for an amount(s) not less than the amount(s) set forth in any "Insurance Letter" delivered by Bank to Customer or Customer's insurance agent in connection with any of the Collateral, under policy(ies) of insurance that include a standard long form, loss payable endorsement in favor of Bank, "breach of warranty" or similar coverage against any acts, omissions or neglect by Customer or any other party (other than Bank) that otherwise would negate coverage under such policy(ies), and the insurer's agreement to give written notice to Bank thirty (30) days (or such lesser period as Bank may reasonably accept) before cancellation of or any material change to any such policy(ies) becomes effective as to Bank, whether such cancellation or change is at the request or direction of Customer or the insurer, provided however, that Bank may from time-to-time, upon written notice to Customer, modify or add other insurance requirements so that the scope and amount of coverage required hereunder is consistent with best industry practice and the reasonable commercial interests of Bank; and will deliver to Bank certificates of insurance or other evidence reasonably satisfactory to Bank of compliance with the foregoing insurance requirements;
 - (d) keep the Collateral safe and secure, in good order, repair, operating condition and appearance, use and operate the Collateral with care and only with qualified personnel in the ordinary course of Customer's business and in conformity with all laws and regulations, keep accurate and complete records concerning the Collateral, and maintain and use the Collateral within the United States unless Customer obtains the Bank's prior written consent to move the Collateral;
 - (e) pay when due any tax, assessment, levy or charge on or against the Collateral by any governmental authority or other third party, and not suffer or permit, and promptly remove or cause to be removed, any lien, encumbrance, claim, security interest, mechanic's lien, levy, attachment or other interest of any individual or entity other than Bank upon or against the Collateral, except for any of the foregoing that Customer is contesting in good faith;
 - (f) permit Bank, at all times during business hours, to inspect all or any portion of the Collateral, wherever located, and to inspect, audit, check, and make copies of or extracts from, Customer's books, records, correspondence and other data relating to Customer's financial condition or the Collateral;
 - (g) do all such acts and execute all instruments, financing statements or other documents as reasonably requested by Bank for the purpose of fully carrying out and effectuating this Agreement and its intent or which Bank reasonably deems necessary to protect the Collateral or perfect the security interests granted herein;
 - (h) not mortgage, sell, lease, transfer, set over, abandon, assign, grant a security interest in, permit its identity to be lost, or otherwise dispose of Collateral or any interest therein or any part thereof, except as may be provided in any applicable addendum, schedule or other separate document that, by its terms, is made part of this Agreement; and
 - (i) advise Bank within thirty (30) days of any change of Customer's name, location of principal office or residence or form of business entity.
5. Other monetary obligations of Customer hereunder include the following:
- (a) If Customer is ten (10) days late in making a payment, then Customer shall pay a delinquency charge equal to five percent (5%) of the amount of the late payment (both principal and interest), and Bank shall assess such delinquency charge on the tenth (10th) calendar day after the payment due date. After a default as defined below has continued for 30 days and as long as the default continues, Bank may by notice of default charge interest at the rate set forth in the applicable Note plus three percent (3%) per annum (the "Default Rate"). If imposed, the Default Rate shall apply retroactively to the date the default began.
 - (b) Customer also shall pay to Bank, or if requested by Bank, directly to the applicable vendor or other third party, any fees, costs, expenses, penalties or interest incurred by Bank in connection with this Agreement, any Note or any of the Collateral, including without limitation, fees, costs or expense of: (i) filing, registering or recording this Agreement and Bank's interests under this Agreement, or any UCC financing, continuation or termination statement or similar official filings or registrations, (ii) any transfer or stamp taxes, (iii) inspection, appraisal or monitoring of the Collateral as Bank may conduct for itself or obtain from a third party in its discretion, (iv) exercising its rights herein or under applicable law to protect its interest in the Collateral by performing obligations of Customer in the event Customer fails to timely perform same, (v) taking possession of, holding, preparing for sale or other disposition and selling or otherwise disposing of the Collateral, and (vi) all attorneys' and other professionals retained by Bank in connection with any of the foregoing, or any exercise of other remedies upon occurrence of a default, whether such fees, costs or expenses are incurred before or after commencement of any bankruptcy case or other insolvency proceeding. All of the foregoing fees, costs or expenses thus incurred or expended by Bank, and any other monies paid by Bank to collect Customer's obligations under any Note or protect its interests in the Collateral shall, at Bank's option, for each instance of fees, cost or expense so incurred or paid by Bank, either be added to the balance of the applicable Note or if more than one Note, then pro-rated among the Notes, and be subject to all of the provisions of this Agreement, or be paid immediately by Customer upon demand by Bank, with interest accruing on the amount so demanded at the Default Rate.
 - (c) Customer will at all times be liable to and indemnify and hold Bank harmless from and against any and all claims and liabilities on account of death, bodily injury or property damage occasioned by the use or ownership of Collateral.
6. Customer will be in default if any one or more of the following events takes place:

- (a) Customer fails to make any payment when due under (i) this Agreement, (ii) any Note, (iii) any addendum, schedule or other separate document delivered by Customer or Bank that relates to this Agreement, or (iv) under any other agreement between Customer and Bank;
 - (b) Customer fails to make payment when due or otherwise fails to perform under any agreement for borrowed money, or any obligation of Customer for borrowed money is declared due and payable before its original maturity date;
 - (c) Customer or any guarantor fails to perform any obligation under this Agreement or any Note, any addendum, schedule or other separate document that, by its terms, is made a part hereof, any guaranty, or under any other agreement between Customer and Bank, provided, however, that, to the extent any such obligation, other than a payment or insurance obligation, can still be performed, such failure continues for more than ten (10) business days after delivery by Bank of a written demand to perform;
 - (d) any representation or warranty made by Customer in this Agreement is false in any material respect when made, or subsequently becomes no longer true (except for representations and warranties that become untrue solely due to the passage of time);
 - (e) Customer, or any guarantor of Customer's obligations to Bank, dies, dissolves, merges with another entity, suspends or terminates his/her/its usual business, is unable to pay his/her/its debts as they become due, makes an assignment for the benefit of creditors, applies to any court for the appointment of a trustee or a receiver of all or a substantial part of his/her/its assets or commences any proceeding under any bankruptcy, receivership, insolvency, dissolution or liquidation law of any jurisdiction, or any other individual or entity commences such proceedings against Customer or any such guarantor and Customer or such guarantor acquiesces thereto, or denies liability to Bank or seeks to terminate any agreement with Bank;
 - (f) Bank, in good faith, believes that the prospect of payment and performance hereunder has substantially diminished or that there is a material adverse change in the financial condition or operations of Customer or any guarantor; or
 - (g) Customer's principals as of the inception of this Agreement no longer control or operate the business of Customer.
7. Upon the occurrence of any of the foregoing events of default and at any time thereafter that any event of default is continuing, Bank may do any or all of the following, cumulatively: (i) declare all or any part of the remaining unpaid indebtedness of Customer to Bank to be immediately due and payable, together with all unpaid interest and any other accrued and unpaid monetary obligations of Customer hereunder; (ii) exercise all rights and remedies provided in this Agreement, under the Uniform Commercial Code as in effect in all pertinent jurisdictions and under any other applicable law, treaty or convention, including without limitation the right (a) to immediate possession of all or a portion of the Collateral, (b) to require Customer to assemble the Collateral and deliver it to Bank at a place designated by Bank that is reasonably convenient to both parties, (c) to enter upon any premises on which Collateral or any portion thereof may be located and take possession of same, at any time or times, with or without demanding delivery, with or without judicial process, and with or without the assistance of others, (d) to dispose of Collateral on any premises, including those of Customer, (e) to setoff any property of Customer in the possession or control of Bank, and (f) in Bank's sole discretion, to undertake payment or other performance of any obligation of Customer hereunder that Customer has failed to perform.

In connection with any sale or other disposition of the Collateral by Bank, the requirements of reasonable notice shall be met if such notice is given to Customer and any guarantors at least ten (10) days before the date of any public or private sale or other disposition of Collateral is to be made.

Customer's obligation to repay each Note and all other obligations of Customer hereunder are independent of the obligation of any other individual or entity that has signed this Agreement or other documents as a Customer or a guarantor ("Signer(s)"). It is not necessary for Bank to exercise its rights and remedies in respect of the Collateral before collecting from a Signer. Bank may extend the time for payment of any installment, reduce the size of monthly payments, release Collateral, release one or more Signers from their obligations, waive any right Bank might have against any Signer, extend, renew or agree to alter this Agreement, all without releasing other Signers from their obligations under this Agreement or any guaranty agreement. Any delay by Bank in exercising any rights or remedies hereunder or under any other instrument executed and delivered by Customer to Bank in connection herewith shall not operate as a waiver thereof and no single or partial exercise of any right or remedy shall preclude other or further exercise thereof, or the exercise of any other right or remedy. Bank's acceptance of late or partial payments, or waiver of any default, shall not establish a custom or course of conduct and the waiver by Bank of any default shall not constitute a waiver of any subsequent defaults, but shall be restricted to the default so waived.

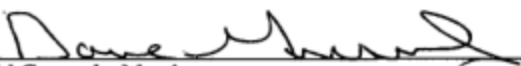
- 8. If any part of this Agreement is determined to be contrary to any law or otherwise defective, then the other provisions of this Agreement shall not be affected thereby, but shall continue in full force and effect. If the effective interest rate, late charges, fees or expenses in connection with any indebtedness hereunder exceeds the maximum lawful amount, then the amount of such item shall be reduced to the maximum lawful amount, and the amount of any excess amount shall be applied to principal, and returned to Customer to the extent the indebtedness has been or is thereby paid in full. This application or refund process shall be Customer's sole remedy for excessive charges.
- 9. No transfer, renewal, extension or assignment of any loan or Note or this Agreement or any interest hereunder or thereunder, or loss, damage, or destruction of Collateral shall release Customer from Customer's obligations hereunder. Customer hereby waives presentment, demand, protest, notice of protest, notice of non-payment or dishonor, notice of sale of Collateral or any part thereof and all benefit of valuation, appraisement, and all exemption laws now in force or hereafter passed, including stay of execution and condemnation.
- 10. This Agreement (which includes each Note and all addenda, schedules or other separate documents that, by their terms, are made a part hereof) constitutes the entire agreement between Customer and Bank. Bank may by written notice to Customer correct any error or complete any blank space necessary to cause this Agreement to be accurate and effective. Except to the extent provided otherwise herein, this Agreement can be modified or amended only by a written document signed by both Customer and Bank. Customer hereby authorizes and ratifies any prior filing of a financing statement by Bank, and appoints Bank as its attorney-in-fact to affix Customer's signature to any form relating to the Collateral and to any Uniform Commercial Code financing statement(s), to take any other action Bank deems necessary to perfect and maintain perfection of the security interests provided herein or as may be required hereby and to do all other acts and things necessary to carry out the intent of this Agreement. Customer further appoints Bank as Customer's attorney-in-fact for Customer and in its name, place and stead

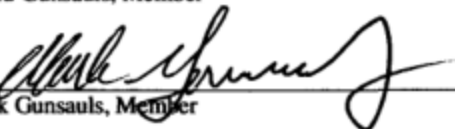
(i) if any of the Collateral is covered by a certificate of title, for the **sole and limited purpose** of endorsing in its behalf any necessary forms required to apply for or transfer title and/or indicate Bank's security interest on the certificate of title as contemplated under this Agreement, (ii) to endorse the name of Customer to instruments and documents for purposes of collection or expedition, (iii) in obtaining payment, adjusting, canceling or settling any claims upon or under any insurance policies covering the Collateral, and hereby authorizes Bank to endorse the name of Customer on any checks, drafts or other instruments received or given in payment or liquidation of any claim under any such insurance policy, and (iv) to perform each and every act Bank deems necessary in connection with this power of attorney. Customer further authorizes Bank to execute a power-of-attorney form in Customer's name if and to the extent necessary or convenient to confirm the foregoing grant of authority. The foregoing powers of attorney are coupled with interests in the underlying subject matter and are therefore irrevocable. Bank may assign this Agreement at any time. Customer may not assign its rights or delegate its duties under this Agreement without the express prior written consent of Bank.

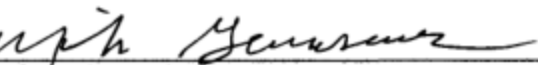
11. With respect to any disputes between the parties, any proceeding by Bank against Customer may be brought by Bank in a court of competent jurisdiction located in the County of St. Joseph, State of Indiana (which court shall have jurisdiction to hear such matters) and Customer hereby irrevocably consents and submits itself to jurisdiction in any such court. Customer consents to service of process by first-class mail or messenger directed to Customer at Customer's address set forth above. Nothing herein affects or limits the rights of Bank to serve legal process in any other manner permitted by law or the rights of Bank to bring any action or proceeding against Customer or its property in courts of any other jurisdiction. Customer waives any bond or surety or security upon such bond or surety that might, but for this waiver, be required of Bank. Due to the complexity, high cost and time involved in commercial litigation before a jury, Customer and Bank each knowingly, voluntarily, irrevocably, and after the opportunity to consult with respective counsel, without coercion, waives any and all rights to trial by jury of any disputes between them and further waives any right to consolidate, by counterclaim or otherwise, any action or proceeding concerning any dispute between them with any other action or proceeding in which there is a trial by jury or in which a jury trial cannot be or has not been waived. Nothing herein shall affect Bank's right before, during or after commencing proceedings for court enforcement of its rights hereunder to exercise self-help remedies, such as repossession or set-off under the Uniform Commercial Code or other applicable law, convention or treaty, including Bank's right to bring an action in any court of competent jurisdiction for the purpose of enforcing any self-help remedies. This Agreement, together with each Note and Bank's interests in the Collateral, shall be governed in all respects by the laws of the State of Indiana (without regard to conflict of law principles).
12. Any notice or other communication given under this Agreement must be in writing and be delivered to the recipient party. Notices to Customer shall be delivered personally, sent via fax, or mailed (by regular first class mail, or certified or registered mail, or by recognized overnight courier), postage prepaid to Customer at its address or fax number shown at the beginning of this Agreement. Notices to Bank shall be delivered personally or mailed (by regular first class mail, or certified or registered mail, or by recognized overnight courier), postage prepaid to Bank's address for notices: P. O. Box 783, South Bend, IN 46624 for mail, 100 North Michigan Street, South Bend, IN 46601 for overnight courier, in either case to the attention of Credit Notice Desk. The parties may give notice to designate a different address for notices to the party.
13. In addition to notices or other formal communications given under this Agreement, Customer authorizes Bank to send communications to it via fax or regular email from time to time. Although email generally is an efficient and effective means of communicating, it is not a secure means of communication. Customer acknowledges that there is risk of improper interception of sensitive, confidential or proprietary information when that information is transmitted via regular email. To mitigate such risk, Bank offers to encrypt information it sends to Customer via email or to communicate such information by secure fax or overnight delivery. Because these more secure means of transmitting information are not as convenient as regular email, Customer prefers to accept those risks rather than pursue less convenient means of communication. Accordingly, Customer (i) acknowledges its acceptance of the risks associated with regular email transmission of confidential information, and (ii) releases Bank from any claim for losses or damages as a consequence of improper interception of confidential information while in route to or from Customer via regular email.
14. A fax or other electronic reproduction of this page or any other Note, document, schedule, exhibit or attachment to this Agreement executed in connection with this Agreement with the signature of either party to this Agreement shall be as effective and valid as if such page bore the original signature of such party. This Agreement may be executed and delivered in counterparts and via fax or other electronic means. Customer acknowledges that Customer has received and retained a completed copy of this Agreement and any UCC financing statement filed or to be filed in respect of the Collateral. Customer confirms that if it has received copies of documents for execution from Bank via any means of electronic delivery (including email), that it has made no changes to such documents and the documents are identical in content to the version dispatched by Bank to Customer.
15. This Agreement shall be deemed accepted by Bank in South Bend, Indiana, by the Bank's act of funding the first loan made under this Agreement.

Executed by Customer on April 7, 2016.


Helibro, LLC

By: X 
David Gunsauls, Member

By: X 
Mark Gunsauls, Member

By: X 
Mike Gunsauls, Member

1st SOURCE BANK

By: 

Name: Greg M. Holst
Vice President

Title: _____

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2016 APR 18 PM 1 55
OKLAHOMA CITY
OKLAHOMA

1m20160411112843

Loan No.

SCHEDULE "A"

This Schedule A is a part of the Loan and Security Agreement dated April 7, 2016 ("Agreement") between Helibro, LLC ("Customer") and 1st Source Bank ("Bank"). This Schedule A describes certain property that is included in the "Collateral" (as defined in the Agreement) and includes additional terms in respect of such property, and is executed in connection with a specific loan being made under the Agreement that is indicated above ("Loan").

1. Customer grants Bank a security interest in the following Aircraft (which shall be included in the "Equipment" described in the Agreement):

YEAR MFG	MFG OF AIRCRAFT	MODEL NO.	SERIAL NO.	FAA REG NO.
1999	Bell (Bell Helicopter)	407	53375	N405PJ
MFG OF ENGINE(S)	ENGINE MODEL NO(S) 550+ HP <input checked="" type="checkbox"/> Yes or 1750+ lbs thrust <input type="checkbox"/> No	ENGINE SERIAL NO(S)	MFG OF PROPELLER(S) 750 or greater HP <input type="checkbox"/> Yes <input type="checkbox"/> No	PROP SERIAL NO(S)
Rolls Royce	250-C47B (250-C47)	CAE-847407 (847407)		
DESCRIBE EXTRA EQUIPMENT:				

The Collateral also specifically includes (a) all propellers, extra engines, furnishings, avionics and other instruments, and spare parts, identified with or otherwise related to the Aircraft; (b) all logs, manuals and other records relating to Collateral items; (c) all rights under any management, operating or similar agreement in respect of the Aircraft; and (d) all rights under any engine or maintenance services contracts (such as an MSP or JSSI program) and under any computerized aircraft maintenance programs or similar recordkeeping service arrangements (together "Maintenance Programs").

2. The Collateral is at least in part subject to 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 November 16, 2001 at a diplomatic conference in Cape Town, South Africa (the "Cape Town Convention"), and the foregoing grant of a security interest creates in Bank's favor an "international interest" (as provided in the Cape Town Convention) in the Collateral that is subject to the Cape Town Convention.
3. Customer confirms that it has been approved as a "transacting user entity" by the international registry located in Dublin, Ireland, established pursuant to the Cape Town Convention (the "International Registry"), and that it has appointed an administrator who is a "transacting user" that can consent to the registration on the International Registry of the international interest created in the Collateral under the Agreement (the "international registration"). Customer hereby consents to the international registration, and agrees that it will:
 - (a) cooperate fully with Bank in connection with making and maintaining the international registration, and in particular Customer will timely consent to the international registration upon issuance of the International Registry's request for consent, according to the procedures of the International Registry;
 - (b) not consent to any registration relating to the Aircraft's airframe or engines with the International Registry other than Bank's interests under the Agreement without Bank's advance written consent;
 - (c) not permit any terminations of Bank's international interests hereunder without Bank's advance written consent;
 - (d) not grant or issue an Irrevocable De-Registration and Export Request Authorization ("IDERA") pursuant to the Cape Town Convention relating to the Collateral in favor of any party other than Bank;
 - (e) promptly on request effect a discharge of any non-consensual or other international interests that may be registered on the International Registry other than Bank's interests under the Agreement.
4. In connection with this Schedule A, Customer has executed an IDERA in favor of Bank. Customer consents to Bank filing the IDERA with the FAA. If a default under the Agreement occurs, in addition to the rights and remedies described in the Agreement Bank shall have all of the rights and remedies specified in the Cape Town Convention including in particular the right to exercise its rights pursuant to the IDERA. These rights include the procurement of the de-registration of the Aircraft and the export and physical transfer of the Aircraft from the United States.
5. Pursuant to the Cape Town Convention, Customer hereby expressly consents in advance to any assignment by Bank of all or part of the Agreement, the Loan, this Schedule A and Bank's "international interest" created by this Schedule A (including all of the associated rights therein).
6. The Aircraft shall be used and operated in compliance with all applicable Federal Aviation Regulations and the applicable regulations of any foreign country in which the Aircraft may be operated. Customer shall not remove the Aircraft from the United States for a period exceeding thirty (30) consecutive days, without the prior written consent of Bank. Customer will notify Bank immediately if the police or any other authority seizes or impounds the Aircraft.
7. The Aircraft is eligible for, and is, registered with the FAA in Customer's name as "owner" and shall remain on the US FAA registry during the term of the Agreement. Customer qualifies as a "citizen of the United States" as defined in 49 U.S.C. Section 40102(a)(15), because: (a) the president of the Customer is a citizen of the United States as defined in 49 U.S.C. § 40102(a)(15); (b) at least two-thirds of the managing officers and members of the board of directors of the Customer are individuals who qualify as citizens of the United States as defined in 49 U.S.C. § 40102(a)(15); (c) the Customer is under the actual control of citizens of the United States; and (d) at least 75% of the voting interest of the Company is owned by citizens of the United States as defined in 49 U.S.C. § 40102(a)(15).
8. Customer confirms and agrees that Customer has inspected and accepted the Aircraft as satisfactory in all respects. In addition to its obligations in the Agreement, Customer will keep the Aircraft airworthy and in good repair and operating condition in accordance with all rules and regulations of the Federal Aviation Administration ("FAA") and the manufacturer's approved maintenance and operations manuals, use the Aircraft for the purposes and in the manner required

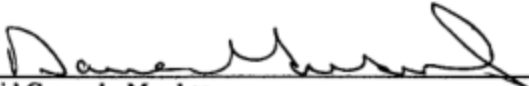
FILED WITH FAA
AIRCRAFT REGISTRATION BR
2016 APR 18 PM 1 55
OKLAHOMA CITY
OKLAHOMA

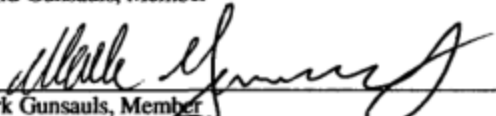
for the insurance coverage in respect of the Aircraft and its use, and only operate the Aircraft with currently certified pilots having the minimum total pilot hours required by such rules, regulations and/or insurance.


9. Customer will keep its current Maintenance Programs in full force and effect. If there are no Maintenance Programs in effect at the time this Schedule A is executed, then on Bank's request Customer will enroll and thereafter keep in effect a Maintenance Program as designated by Bank. Customer will at all times allow Bank to have full access to all records or reports by all Maintenance Programs, and on Bank's request will confirm to any Maintenance Program provider or sponsor that Bank has such access to information. Customer appoints Bank as its attorney-in-fact to deal with any Maintenance Program as necessary or appropriate in order to enforce or assure Bank's rights to information under the Maintenance Program. This power of attorney is coupled with an interest in the underlying subject matter and is expressly made irrevocable.
10. Customer will not sell, lease or otherwise transfer ownership or possession of any of the Aircraft to another person without Bank's prior written consent.

Executed by Customer on April 7, 2016

Helibro, LLC

By: X 
David Gunsauls, Member

By: X 
Mark Gunsauls, Member

By: X 
Mike Gunsauls, Member

IRREVOCABLE DE-REGISTRATION AND EXPORT REQUEST AUTHORIZATION

THIS IDERA IS LINKED TO AND PART OF THAT CERTAIN LOAN AND SECURITY AGREEMENT DATED April 7, 2016 BY AND BETWEEN Helibro, LLC AND 1st SOURCE BANK AND A CERTAIN SCHEDULE A THERETO DATED April 7, 2016 WHICH IS BEING FILED WITH THE FEDERAL AVIATION ADMINISTRATION CONTEMPORANEOUSLY HEREWITH

Document Date: April 7, 2016

To: Federal Aviation Administration (US)

Re: Irrevocable De-Registration and Export Request Authorization

The undersigned is the registered Owner of the Bell (Bell Helicopter) 407 bearing manufacturer's serial number 53375 and registration number N405PJ (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 1st Source Bank ("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:

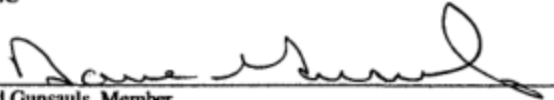
- (i) recognition that the authorized party or the person it certifies as its designee is the sole person entitled to:
 - (a) procure the de-registration of the aircraft from the civil aircraft registry maintained by the Federal Aviation Authority for the purposes of Chapter III of the *Convention on International Civil Aviation*, signed at Chicago, on 7 December 1944; and
 - (b) procure the export and physical transfer of the aircraft from the United States of America; and
- (ii) 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 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.

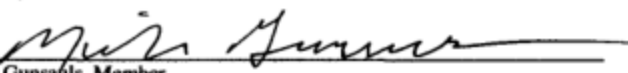
Please acknowledge your agreement to this request and its terms by the appropriate notation in the space provided below and lodging this instrument in the Aircraft Register maintained by the Federal Aviation Administration.

OWNER:

Helibro, LLC

By: X 
David Gunsauls, Member

By: X 
Mark Gunsauls, Member

By: X 
Mike Gunsauls, Member

Agreed to and lodged this _____, 2016.

Federal Aviation Administration: _____

Insert relevant notational details: in 2016 041112843

FILED WITH FAA
AIRCRAFT REGISTRATION DE
2016 APR 18 PM 1 55
OKLAHOMA CITY
OKLAHOMA



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

Date of Issue: April 1, 2016

Fax 763-5999

ATTENTION: AEROTITLE

N405PJ BELL 407 Serial 53375 and is valid until May 01, 2016.

Shasha K Dehwar

for

AFS-750-FAX-4 (01/14)

EFTA00016648

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 405PJ			FOR FAA USE ONLY
AIRCRAFT MANUFACTURER & MODEL Bell 407			
AIRCRAFT SERIAL No. 53375			
TYPE OF REGISTRATION (Check One box) <input type="checkbox"/> 1. Individual <input type="checkbox"/> 2. Partnership <input checked="" type="checkbox"/> 3. Corporation <input type="checkbox"/> 4. Co-Owner <input type="checkbox"/> 5. Government <input type="checkbox"/> 6. Non-Citizen Corporation <input type="checkbox"/> 9. Non-Citizen Corporation Co-Owner			
NAME OR APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.) <div style="font-size: 1.2em; font-family: cursive;">Helibro, LLC</div>			
TELEPHONE NUMBER: (539) 527-5059			
ADDRESS (Permanent mailing address for first applicant on list) (If P.O. Box is used, physical address must also be shown.) Number and street: 903 Langley Way			
Rural Route: _____ P.O. Box: _____			
CITY <div style="font-size: 1.2em; font-family: cursive;">Red Bluff</div>	STATE <div style="font-size: 1.2em; font-family: cursive;">CA</div>	ZIP CODE <div style="font-size: 1.2em; font-family: cursive;">96080</div>	
<input type="checkbox"/> 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).			
<u>CERTIFICATION</u>			
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. <input type="checkbox"/> A resident alien, with alien registration (Form 1-151 or Form 1-551) No. _____			
b. <input type="checkbox"/> A non-citizen corporation organized and doing business under the laws of (state) _____ and said aircraft is based and primarily used in the United States. Records or flight hours are available for inspection at _____			
(2) That the aircraft is not registered under the laws of any foreign country; and (3) That legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.			
NOTE: If executed for co-ownership all applicants must sign. Use reverse side if necessary.			
TYPE OR PRINT NAME BELOW SIGNATURE			
EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.	SIGNATURE <i>Mark Gumsauls</i>	TITLE Member	DATE 3/24/16 3-16-16
	SIGNATURE <i>Mike Gumsauls</i>	TITLE Member	DATE 3/24/16 3-16-16
	SIGNATURE <i>Dave Gumsauls</i>	TITLE Member	DATE 3/24/16 3-16-16
NOTE Pending receipt of the Certificate of Aircraft Registration, the aircraft may be operated for a period not in excess of 90 days, during which time the PINK copy of this application must be carried in the aircraft.			

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2016 MAR 31 PM 1 25
OKLAHOMA CITY
OKLAHOMA

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

OMB Control No. 2120-0042
Exp. 04/30/2017

AIRCRAFT BILL OF SALE

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

UNITED STATES
REGISTRATION NUMBER **N405PJ**

AIRCRAFT MANUFACTURER & MODEL

Bell 407

AIRCRAFT SERIAL No.

53375

DOES THIS *24th* DAY OF MARCH, 2016
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.)

Helibro, LLC
903 Langley Way
Red Bluff, CA 96080

DEALER CERTIFICATE NUMBER

AND TO IT'S *Successors* ~~EXECUTORS, ADMINISTRATORS,~~ AND ASSIGNS TO HAVE AND TO HOLD
SINGULARLY THE SAID AIRCRAFT FOREVER, AND WARRANTS THE TITLE THEREOF:

IN TESTIMONY WHEREOF I HAVE SET MY HAND AND SEAL THIS *24th* DAY OF MARCH 2016

SELLER

NAME(S) OF SELLER (TYPED OR PRINTED)	SIGNATURE(S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
Villeneuve Helicopters Ltd		President
(Foreign Seller/Owner)		

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

ORIGINAL: TO FAA:

AC Form 8050-2 (01/12) (NSN 0052-00-629-0003)

160911354155
\$5.00 03/31/2016

*including one ROLLS ROYCE 250-C47B engine bearing the manufacturer's serial number 847407

EFTA00016652

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AIRCRAFT REGISTRATION BR
2016 MAR 31 PM 1 25
OKLAHOMA CITY
OKLAHOMA



Transport Transports
Canada Canada

Certified true copy
of the original information
contained in the Canadian
Civil Aircraft Register

Operational Airworthiness, Standards
Tower C, 330 Sparks Street (AARTM), Ottawa, ON, K1A 0N5
Telephone: (613) 952-4386
Facsimile: (613) 990-1007
Email: AircraftRequirements-ExigencesAeronefs@tc.gc.ca

March 31, 2016

File - Dossier
5008-GPVS

U.S.A.
FEDERAL AVIATION ADMINISTRATION AIRCRAFT REGISTRATION BRANCH
(AFS-750) OKLAHOMA CITY OK 73125

1-405-954-3548 KOEXYAYX

U R G E N T AARTM 2016-0235

This confirms that the following aircraft was removed from the Canadian Civil Aircraft Register effective March 31, 2016.

MANUFACTURER: Bell Helicopter TEXTRON A Division of Textron Canada Ltd.

MODEL: 407

SERIAL NUMBER: 53375

REGISTRATION: C-GPVS

For Jeffrey Phipps
Chief, Operational Airworthiness,
Standards, Transport Canada

IMPORT

Canadian Civil Aircraft Register website:
<http://wwwapps2.tc.gc.ca/saf-sec-sur/2/CCARCS/aspscripts/en/menu.asp>

Canada



EFTA00016654

1/15/2016

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AIRCRAFT REGISTRATION BR
2016 MAR 31 PM 1 24
OKLAHOMA CITY
OKLAHOMA



3426 S. Lakeside Dr., Oklahoma City, Oklahoma 73179
Phone: (405)763-5980 Toll Free: (866)738-8330 Fax: (405) 763-5999
www.AEROTitle.com info@AEROTitle.com

March 23, 2016

Federal Aviation Administration
Aircraft Registry
Oklahoma City, Oklahoma

IMPORT

N# ASSIGNMENT

Please have N405PJ assigned to the aircraft:

IMPORT (Prior Record N491GM), Bell 407, Serial Number 53375

This aircraft has been purchase by:

Helibro, LLC
903 Langley Way
Red Bluff, CA 96080

Attached is the fee of \$10.

Should you have any questions or need additional information, please contact AEROTitle at (405) 763-5980.

Sincerely,

A handwritten signature in cursive script, appearing to read 'A. Lannon'.

Adele Lannon
Escrow Executive
AEROTitle

1990-1991

MEMORANDUM TO THE FILE

MAURICE COLEMAN
ID

April 1, 2016
DATE

A Prior Record search was performed for BELL 407, 53375 on April 1, 2016. Search results:

Prior Record N491GM

Re-instated as N405PJ

TELEGRAPHIC MESSAGE

NAME OF AGENCY FEDERAL AVIATION ADMINISTRATION MIKE MONRONEY AERONAUTICAL CENTER OKLAHOMA CITY, OKLAHOMA 73125		PRECEDENCE ACTION: PRIORITY INFO:	SECURITY CLASSIFICATION UNCLASSIFIED
ACCOUNTING CLASSIFICATION	DATE/TIME PREPARED 5/7/2012 9:48:00 AM		FILE
FOR INFORMATION CALL			
NAME RONALD B WARCUP	AFS-752	PHONE NUMBER 405-954-3116	TYPE OF MESSAGE SINGLE ADDRESS
THIS SPACE FOR USE OF COMMUNICATION UNIT			
MESSAGE TO BE TRANSMITTED (Use double spacing and all capital letters)			

TO:

FAX: 613-990-1007
TRANSPORT CANADA
OTTAWA, ONTARIO
CANADA K1A 0N8

THIS CONFIRMS DEREGISTRATION OF N491GM BELL 407 SERIAL NUMBER 53375 FROM THE UNITED STATES CIVIL AIRCRAFT REGISTER EFFECTIVE 7:30 AM CDT MAY 7 2012. OUR RECORDS SHOW NO UNRELEASED RECORDED LIENS AGAINST THE AIRCRAFT. THE LAST REGISTERED OWNER WAS COPTER LEASE LLC TRUSTEE.




for

WALTER L. BINKLEY
MANAGER, FAA AIRCRAFT REGISTRY AFS-750
FEDERAL AVIATION ADMINISTRATION

CC: JETS WENDY HEDRICK	SECURITY CLASSIFICATION	
	PAGE NO. 1	NO. OF PGS 1

DEREGISTRATION OF UNITED STATES CIVIL AIRCRAFT

U.S. Registration N-491GM	Temp Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	I.R. Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Manufacturer BELL	Model 407	Serial Number 53375
Last Registered Owner <u>COPTER LEASE LLC TRUSTEE</u>					
GENEVA CONVENTION – Lien/Lease Information on File					
<input checked="" type="checkbox"/> None					
<input type="checkbox"/> Lien	Conveyance No. _____	Lien holder: _____			
<input type="checkbox"/> Lien	Conveyance No. _____	Lien holder: _____			
<input type="checkbox"/> Lease	Conveyance No. _____	Lessee: _____			
<input type="checkbox"/> Lease	Conveyance No. _____	Lessee: _____			
CAPE TOWN TREATY - Lien Information on File					
<input type="checkbox"/> Written certification was received from IDERA authorized party that all registered interests ranking in priority to authorized party have been discharged or the holders of such interests have consented to the export. Conveyance No. _____ IDERA Authorized Party: _____					
<input checked="" type="checkbox"/> Written certification was received from the owner that all outstanding interests in the FAA aircraft record have been discharged or the holders of such interests have consented to the export.					
<input checked="" type="checkbox"/> None					
<input type="checkbox"/> Lien	Conveyance No. _____	Lien holder: _____			
<input type="checkbox"/> Lien	Conveyance No. _____	Lien holder: _____			
<input type="checkbox"/> Lease	Conveyance No. _____	Lessee: _____			
<input type="checkbox"/> Lease	Conveyance No. _____	Lessee: _____			
The above registration is to be cancelled for the reason checked below:					
<input type="checkbox"/> Expired <input checked="" type="checkbox"/> Exported to: <u>CANADA</u>					
<input type="checkbox"/> Totally destroyed or scrapped					
<input type="checkbox"/> At the request of: <input type="checkbox"/> Registrant <input type="checkbox"/> Owner <input type="checkbox"/> IDERA Authorized Party (Export only)					
<input type="checkbox"/> Other (Specify) _____					
Official approving the cancellation: Name: WENDY HEDRICK			TIME:	DATE: May 7, 2012	
CONFIRM TO: <u>CANADA</u> FOREIGN MARKINGS: _____			COPY TO: <input checked="" type="checkbox"/> WIRE <input type="checkbox"/> MAIL JETS - PD ROOM		
The above registration has been cancelled and records adjusted accordingly.					DATE: May 7, 2012

REQUEST TO DEREGISTER

Federal Aviation Administration
Oklahoma City, Oklahoma
Attn: Export/Priority

Date: May 1, 2012

Re: N491GM, Bell Helicopter 407, s/n 53375

To Whom It May Concern:

As owner of the above-referenced aircraft, we hereby request immediate deregistration as the aircraft has been sold and is being exported to Canada.

We hereby certify that all registered interests ranking in priority have been discharged or the holders of such interests have consented to the cancellation for export.

Once deregistered, please forward a copy of the confirmation to our representative, Jetstream Escrow & Title Service, Inc., in the Public Documents Room.

Sincerely,

Copter Lease LLC TRUSTEE
Garth Sonnenberg


Signature

President / Managing Member
Title

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2012 MAY 3 PM 3 39
OKLAHOMA CITY
OKLAHOMA

DECLARATION of INTERNATIONAL OPERATIONS

The undersigned owner of aircraft N 491GM, Manufacturer Bell

Model 407, Serial Number 53375

declares that this aircraft is scheduled to make an international flight on May 3, 2012
(date)

as Flight Number n/a departing New York, New York, US
(City/State)

with a destination of Canada
(City/Country)

Expedited registration in support of this international flight is requested

this 30th day of April 20 12, with knowledge that:

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

Name of Owner: Copter Lease LLC Trustee

Signature: 

Typed Name and Title of Signer: By: Garth Sonnenberg President / Managing Member

Comments:

FILED WITH FAA
AIRCRAFT REGISTRATION OR
2012 MAY 3 PM 3 39
OKLAHOMA CITY
OKLAHOMA



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
Toll Free: 1-866-762-9434
WEB Address: <http://registry.faa.gov>

Date of Issue: May 3, 2012

COPTER LEASE LLC TRUSTEE
4701 HAWKINS ST NE
ALBUQUERQUE, NM 87109-4333
|||||

Fax 405-703-4748

HAND DELIVERED TO JETS IN THE PD ROOM

T122866 This facsimile must be carried in the Aircraft as a Temporary Certificate of
Registration for

N491GM BELL 407 Serial 53375 and is valid until Jun 02, 2012.

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

for

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

DECLARATION of INTERNATIONAL OPERATIONS

The undersigned owner of aircraft N 491GM, Manufacturer Bell

Model 407, Serial Number 53375

declares that this aircraft is scheduled to make an international flight on May 2, 2012
(date)

as Flight Number n/a departing US
(City/State)

with a destination of Canada
(City/Country)

Expedited registration in support of this international flight is requested

this 30th day of April 20 12, with knowledge that:

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

Name of Owner: Copter Lease LLC Trustee

Signature: 

Typed Name and Title of Signer: By: Garth Sonnenberg President / Managing Member

Comments:

FILED WITH FAA
AIRCRAFT REGISTRATION OR
2012 APR 30 PM 1 34
OKLAHOMA CITY
OKLAHOMA

Accepted WH May/03/2012

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION-MIKE MONROEY AERONAUTICAL CENTER AIRCRAFT REGISTRATION APPLICATION			CERT: ISSUE DATE
UNITED STATES REGISTRATION NUMBER N 491GM			FOR FAA USE ONLY
AIRCRAFT MANUFACTURER & MODEL Bell 407			
AIRCRAFT SERIAL No. 53375			
TYPE OF REGISTRATION (Check One box)			
<input type="checkbox"/> 1. Individual <input type="checkbox"/> 2. Partnership <input checked="" type="checkbox"/> 3. Corporation <input type="checkbox"/> 4. Co-Owner <input type="checkbox"/> 5. Government <input type="checkbox"/> 8. Non-Citizen Corporation <input type="checkbox"/> 9. Non-Citizen Corporation Co-Owner			
NAME OR APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.) Copter Lease LLC Trustee			
TELEPHONE NUMBER: 505 345-5557			
ADDRESS (Permanent mailing address for first applicant on list) (If P.O. Box is used, physical address must also be shown.) 4701 Hawkins St NE			
Number and street:			
Rural Route:		P.O. Box:	
CITY Albuquerque	STATE NM	ZIP CODE 87109	
<input type="checkbox"/> 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).			
<u>CERTIFICATION</u>			
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 Pres/managing member	DATE 4/25/12
	SIGNATURE By: Garrett Sonnenberg	TITLE	DATE
	SIGNATURE	TITLE 121211344579 \$5.00 04/30/2012	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.			

1991

1991

2323

x

Copy from the Director

22-222

1991

2323

1991

1991

OKLAHOMA

OKLAHOMA CITY

2012 APR 30 PM 1 34

AIRCRAFT REGISTRATION BR

OKLAHOMA



BILL OF SALE

For and in consideration of Valuable Consideration, the undersigned owner of the full and legal and beneficial title, free of liens, to the Aircraft **Bell 407 N491GM S/N 53375** does this *30th day of April*, 2012, hereby sell, grant, transfer and deliver all rights, title and interests in and to such Aircraft, unto:

PURCHASER: **Copter Lease L.L.C. Trustee**
4701 Hawkins, N.E.
Albuquerque, New Mexico 87109
USA

In testimony whereof, I have set my signature this *30th day of April*, 2012.

SELLER: **Eagle Copters Ltd.**
823 McTavish Road N.E.
Calgary, Alberta, Canada
T2E 7G9

Signature:

Name: **Mike O'Reilly**
Title: **President**
Eagle Copters Ltd.
(foreign seller)

121211344579
\$5.00 04/30/2012

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2012 APR 30 PM 1 34
OKLAHOMA CITY
OKLAHOMA

AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF \$ 140K THE
UNDERSIGNED OWNER(S) OF THE FULL LEGAL
AND BENEFICIAL TITLE OF THE AIRCRAFT
DESCRIBED AS FOLLOWS:

UNITED STATES
REGISTRATION NUMBER

N 491GM

AIRCRAFT MANUFACTURER & MODEL

Bell 407

AIRCRAFT SERIAL No.

53375

DOES THIS 30th DAY OF April, 2012
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.)

Eagle Copters Ltd.
823 McTavish Road NE
Calgary, AB Canada T2E 7G9

DEALER CERTIFICATE NUMBER

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

IN TESTIMONY WHEREOF I HAVE SET my HAND AND SEAL THIS 30th DAY OF April, 2012

SELLER

NAME(S) OF SELLER
(TYPED OR PRINTED)

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

TITLE
(TYPED OR PRINTED)

Freedom Air
International, Inc

Darlene K. Judge

Vice President

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

ORIGINAL: TO FAA:

AC Form 8050-2 (01/12) (NSN 0052-00-629-0003)

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2012 APR 30 PM 1 34
OKLAHOMA CITY
OKLAHOMA

Accepted MC Aug/25/2010

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION-MIKE MONROEY AERONAUTICAL CENTER AIRCRAFT REGISTRATION APPLICATION			CERT: ISSUE DATE FOR FAA USE ONLY
UNITED STATES REGISTRATION NUMBER N 491GM			
AIRCRAFT MANUFACTURER & MODEL Bell 407			
AIRCRAFT SERIAL No. 53375			
TYPE OF REGISTRATION (Check One box)			
<input type="checkbox"/> 1. Individual <input type="checkbox"/> 2. Partnership <input checked="" type="checkbox"/> 3. Corporation <input type="checkbox"/> 4. Co-Owner <input type="checkbox"/> 5. Government <input type="checkbox"/> 8. Non-Citizen Corporation <input type="checkbox"/> 9. Non-Citizen Corporation Co-Owner			
NAME OR APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.) Freedom Air International, Inc.			
TELEPHONE NUMBER: ()			
ADDRESS (Permanent mailing address for first applicant on list) (If P.O. Box is used, physical address must also be shown.) Number and street: 103 FOULK Road, Suite 202			
Rural Route:		P.O. Box:	
CITY Wilmington	STATE DE	ZIP CODE 19803	
<input type="checkbox"/> 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).			
<u>CERTIFICATION</u>			
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:			
<u>CHECK ONE AS APPROPRIATE:</u>			
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 Darren K. Indyke	TITLE Vice President	DATE 8/2/10
	SIGNATURE Darren K. Indyke	TITLE	DATE
	SIGNATURE	TITLE 102280834295 \$5.00 08/16/2010	DATE
NOTE Pending receipt of the Certificate of Aircraft Registration, the aircraft may be operated for a period not in excess of 90 days, during which time the PINK copy of this application must be carried in the aircraft.			

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2010 AUG 16 AM 8 30
OKLAHOMA CITY
OKLAHOMA

DOCUMENT LEVEL ANNOTATIONS

NAME CHANGE
REV/DOI 11/13/2002



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: February 23, 2010

SHMITKA AIR INC
103 FOULK RD
WILMINGTON, DE 19803-3742
|||||

HAND DELIVERED TO IATS IN THE PD ROOM

T100820 This facsimile must be carried in the Aircraft as a Temporary Certificate of
Registration for

N491GM BELL 407 Serial 53375 and is valid until Mar 25, 2010.

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

for

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

PRIORITY

DECLARATION OF INTERNATIONAL OPERATIONS

THE UNDERSIGNED OWNER OF AIRCRAFT N491GM, MANUFACTURER: BELL, MODEL 407, WITH SERIAL NUMBER 53375, HEREBY DECLARES THAT THIS AIRCRAFT IS SCHEDULED TO MAKE AN INTERNATIONAL FLIGHT ON MARCH 2, 2010, AS FLIGHT NUMBER N491GM, DEPARTING: WEST PALM BEACH, FLORIDA, WITH A DESTINATION OF: NASSAU, BAHAMAS.

EXPEDITED REGISTRATION IN SUPPORT OF THIS INTERNATIONAL FLIGHT IS REQUESTED THIS 23RD DAY OF FEBRUARY, 2010, WITH KNOWLEDGE THAT:

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

NAME OF OWNER: Shmitka Air, Inc

TYPED NAME OF SIGNER: Darren Indyke

SIGNATURE:

Darren Indyke

TITLE:

Vice President, Shmitka Air, Inc.

COMMENTS:

Filed by: INSURED AIRCRAFT TITLE SERVICE/JOAN ROBERTS
405-681-6663

PLEASE SEND ORIGINAL TO I.A.T.S. (INSURED AIRCRAFT TITLE SERVICE)

PRIORITY

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



FILED WITH FAA
AIRCRAFT REGISTRATION BR
2010 FEB 23 AM 10 55
OKLAHOMA CITY
OKLAHOMA

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

10/10/09

Boh 101

10/10/09

2010 FEB 23

10/10/09

10/10/09

FILED WITH FAA
AIRCRAFT REGISTRATION BR
2010 FEB-23 AM 10 55
OKLAHOMA CITY
OKLAHOMA

00000001813

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

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION-MIKE MONRONEY AERONAUTICAL CENTER AIRCRAFT REGISTRATION APPLICATION		CERT. ISSUE DATE J NOV 13 2002	
UNITED STATES REGISTRATION NUMBER N 491GM		ISSUED TEMP CERT OF REG TO EXPIRE T FOR FAA USE ONLY	
AIRCRAFT MANUFACTURER & MODEL BELL 407			
AIRCRAFT SERIAL No. 53375			
TYPE OF REGISTRATION (Check one box) <input type="checkbox"/> 1. Individual <input type="checkbox"/> 2. Partnership <input checked="" type="checkbox"/> 3. Corporation <input type="checkbox"/> 4. Co-owner <input type="checkbox"/> 5. Gov't. <input type="checkbox"/> 8. Foreign-owned Corporation			
NAME OF APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.) AIR GHISLAINE INC.			
TELEPHONE NUMBER: (917) 868-6145			
ADDRESS (Permanent mailing address for first applicant listed.) 103 FOULK ROAD Number and street:			
Rural Route: P.O. Box:			
CITY WILMINGTON	STATE DELAWARE	ZIP CODE 19803	
<input type="checkbox"/> 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: _____), or: <u>CHECK ONE AS APPROPRIATE:</u> a. <input type="checkbox"/> A resident alien, with alien registration (Form 1-151 or Form 1-551) No. _____ b. <input type="checkbox"/> 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 <i>Larry Link</i>	TITLE DIRECTOR	DATE 10-7-02
	SIGNATURE	TITLE	DATE
	SIGNATURE	TITLE	DATE
NOTE: Pending receipt of the Certificate of Aircraft Registration, the aircraft may be operated for a period not in excess of 90 days, during which time the PINK copy of this application must be carried in the aircraft.			

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

EFTA00016688

FILED WITH FAA
AIRCRAFT REGISTRATION BR
02 NOV 12 PM 1 49
OKLAHOMA CITY
OKLAHOMA

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

FORM APPROVED
OMB NO. 2120-0042

AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF \$10,000 THE
UNDERSIGNED OWNER(S) OF THE FULL LEGAL
AND BENEFICIAL TITLE OF THE AIRCRAFT DES-
CRIBED AS FOLLOWS:

UNITED STATES
REGISTRATION NUMBER **N 9-IORR**

AIRCRAFT MANUFACTURER & MODEL **SEBELL 401**

AIRCRAFT SERIAL No. **S3375**

2
2A287611

CONVEYANCE
RECORDED

NOV 13 AM 8 27

DOES THIS **30th** DAY OF **OCT 2002**
HEREBY SELL, GRANT, TRANSFER AND
DELIVER ALL RIGHTS, TITLE, AND INTERESTS
IN AND TO SUCH AIRCRAFT UNTO:

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

PURCHASER

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

AIR CHISLAINE INC
457 MADISON AVENUE
FOURTH FLOOR
NEW YORK
NEW YORK 10022

DEALER CERTIFICATE NUMBER

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

IN TESTIMONY WHEREOF

HAVE SET

HAND AND SEAL THIS

30th DAY OF **OCT 2002**

SELLER

NAME (S) OF SELLER
(TYPED OR PRINTED)

**Robard
Consultants Ltd**

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

[Signature]

TITLE
(TYPED OR PRINTED)

**COMPANY
SECRETARY**

foreign owner / seller

023161350501
\$5.00 11/12/2002

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

ORIGINAL: TO FAA

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

EFTA00016690

FILED WITH MISSOURI
AIRCRAFT REGISTRATION BR
OKLAHOMA CITY
02 NOV 12 PM 1 49
OKLAHOMA

Safety Regulation Group
Aircraft Registration

PRIOR RECORD N

407BB

10 NOV 04 2002



REINSTATED

as n 491Gm

10 NOV 06 2002

CANCELLATION OF REGISTRATION OF AIRCRAFT

This is to certify that the following aircraft has been removed from the United Kingdom Register of Civil Aircraft and the registration marks cancelled.

Mark	:	G-IORB
Certificate number	:	G-IORB/R1
Manufacturer:	:	BELL HELICOPTER TEXTRON CANADA
Type	:	BELL 407
Serial number	:	53375
Removal date	:	4 NOVEMBER 2002 15:35 UTC
Removal reason	:	Transferred to another country or authority
Remarks	:	TO UNITED STATES OF AMERICA

This aircraft was last registered in the name(s) of :-

ROBARD CONSULTANTS LTD
GLOBE SQUARE
DUKINFIELD
SK16 4RG


M STEVENS
For the Civil Aviation Authority

4 November 2002



Civil Aviation Authority
Aircraft Registration CAA House 45-59 Kingsway London WC2B 6TE www.caa.co.uk
Telephone (020) 7453 6666 Fax (020) 7453 6670 aircraft.reg@caa.co.uk



Confirmation retel, #1623, ffr 11/5/02
Conf RETD #1814 FFR 11/12/2002

11/04/2002 MON 09:37 [TX/RX NO 7612] 001

FILED WITH FAA
AIRCRAFT REGISTRATION BR
'02 NOV 4 PM 10 11
OKLAHOMA CITY
OKLAHOMA

11-4-02

Registry Dept.

PLEASE ASSIGN TAIL NUMBER

N491GM

TO HELICOPTER SERIAL # 53375

"1999 BELL 407"

COMPANY NAME:

AIR GHISLAINE INC.

103 FOULK RD

WILMINGTON D.E.

19803

Director of Aviation
CONTACT: LARRY VISOSKI

Larry V.

917-868-6145

023091359285
\$10.00 11/05/2002

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FILED WITH FAA
AIRCRAFT REGISTRATION BR
02 NOV 5 PM 2 16
OKLAHOMA CITY
OKLAHOMA

TELEGRAPHIC MESSAGE

NAME OF AGENCY FEDERAL AVIATION ADMINISTRATION MM AERONAUTICAL CENTER OKLAHOMA CITY, OKLAHOMA 73125		PRECEDENCE ACTION: PRIORITY INFO:	SECURITY CLASSIFICATION UNCLASS 9-1
ACCOUNTING CLASSIFICATION	DATE PREPARED MAY 23, 2000		FILE
FOR INFORMATION CALL			
NAME SANDI RUSHING	AFS-752	PHONE NUMBER X4-3116	TYPE OF MESSAGE <input type="checkbox"/> SINGLE <input type="checkbox"/> BOOK <input type="checkbox"/> MULTIPLE-ADDRESS

THIS SPACE FOR USE OF COMMUNICATION UNIT

MESSAGE TO BE TRANSMITTED (Use double spacing and all capital letters)

TO:

FAX: +44 20 7453 6670

CIVIL AVIATION AUTHORITY
LONDON WC2, ENGLAND

THIS CONFIRMS DEREGISTRATION OF N407RB BELL 407 SERIAL 53375 FROM THE
UNITED STATES CIVIL AIRCRAFT REGISTER EFFECTIVE 7:30AM CDT MAY 23, 2000.
OUR RECORDS SHOW NO UNRELEASED RECORDED LIENS AGAINST AIRCRAFT.

 for

JULIE A. STANFORD
MANAGER, FAA AIRCRAFT REGISTRY AFS-750
FEDERAL AVIATION ADMINISTRATION

CC: USAT-PD ROOM
BELL HEL TEXTRON INC
MAGGIE MIXON

LYKINS:mf

SECURITY CLASSIFICATION

PAGE NO.

NO. OF PGS.

1

1

STANDARD FORM 14
REVISED 11-80
GSA FPMR (41 CFR) 101-35.306

Previous editions usable NSN 7540-00-634-3968

14-103

*U.S. Government Printing Office: 1992-312/071/40312

EFTA00016696

9

DEREGISTRATION OF UNITED STATES CIVIL AIRCRAFT

8-1

Aircraft Registration No. N-407RB	Manufacturer and Model BELL 407	Serial Number 53375
LAST OWNED BY: BELL HELICOPTER TEXTRON INC	Lien Information on File: <input checked="" type="checkbox"/> None <input type="checkbox"/> Outstanding Recorded Conveyance No. _____	LIENHOLDER:
The above registration is to be canceled for the reason checked below: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Accident <input type="checkbox"/> Totally destroyed or scrapped <input type="checkbox"/> At the request of: <input type="checkbox"/> Registrant <input type="checkbox"/> Owner <input type="checkbox"/> Revocation <input type="checkbox"/> AC Form 8050-73 Action <input type="checkbox"/> Other (Specify) _____ </div> <div> <input checked="" type="checkbox"/> Exported to: <u>UNITED KINGDOM</u> </div> </div>		
Official approving the cancellation: Name: <u>Shirley F. Lykins</u> <i>Shirley Lykins</i>		INDEX CHECKED THROUGH: 5-22-00
CONFIRM TO: <u>UNITED KINGDOM</u> FOREIGN MARKINGS: _____ CHARGE INFO WIRE TO:		COPY TO: <input checked="" type="checkbox"/> WIRE <input type="checkbox"/> MAIL U.S. AIRCRAFT TITLES, INC., PD ROOM AND BELL HELICOPTER TEXTRON, INC., ATTN: MAGGIE MIXON, P. O. BOX 482, FORT WORTH, TX 76101
The above registration has been canceled and records adjusted accordingly. Records Clerk: <i>Shirley Lykins</i>		DATE: May 23, 2000

AC Form 8050-17 (4/97)

9

0 0 0 0 0 0 1 3 7 7

Facsimile Message

7-1

UU MAY 23 2000

Bell Helicopter **TEXTRON**

Mailing Address:

Bell Helicopter Textron Inc.
P.O. Box 482, Dept. M9
Fort Worth, Texas 76101, USA

Telephone: (817) 280-3001
Facsimile: (817) 278-9097

Pouching Address:

Bell Helicopter Textron Inc.
3000 South Norwood
Hurst, Texas 76053, USA

COMMERCIAL BUSINESS OPERATIONS

DATE: 22 May, 2000
FAX NO: (405) 680-3188
FAX TO: Federal Aviation Administration
ATTN: Export Examiner
FROM: M. Mixon
REF: De-registration of Model 407, S/N 53375

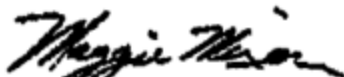
This message is to advise that Bell Helicopter Model 407, S/N 53375, Registration No. N407RB has been sold and will be exported to U.K.

This aircraft was previously entered on the US Registry as US. Registration No. N407RB. Accordingly, it is requested that this US. Registration is canceled effective immediately.

It is sincerely requested that the Civil Aviation Air Authority in the U.K. be notified immediately. Additionally, would you please mail a copy of your message to Maggie Mixon. Charge communications to Bell Helicopter Textron Inc., PO Box 482, Fort Worth, Texas 76101.

Thank you for your prompt handling of this request.

Respectfully,
Bell Helicopter Textron Inc.



Maggie Mixon
Sr. Customizing & Delivery
Contracts Manager

MM:kkw



7

FILED WITH FAA
OKLAHOMA CITY
00 MAY 22 PM 2 59

6-1

NUMBER CHANGED TO 407RB
DATE AUG 17 1999

1 0 0 0 0 0 0 1 2 6 5

ASSIGNMENT OF SPECIAL REGISTRATION NUMBERS	
 U.S. Department of Transportation Federal Aviation Administration	Special Registration Number N 407RB
	Present Registration Number N 61161
	Aircraft Make and Model BELL Serial Number 53375
ICAO AIRCRAFT ADDRESS CODE FOR N407RB = 51144033	
BELL HELICOPTER TEXTRON INC PO BOX 482 FORT WORTH TX 76101-0482	
Issue Date: AUGUST 03, 1999	
<p>This is your authority to change the United States registration number on the above described aircraft to the special registration number shown.</p> <p>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.</p> <p>The latest FAA Form 8130-6, Application For Airworthiness on file is dated:</p> <p>The airworthiness classification and category:</p>	
INSTRUCTIONS:	
<p>SIGN AND RETURN THE ORIGINAL of this form to the Civil Aviation Registry, AFS-750, within 5 days after the special registration number is affixed on the aircraft. A revised certificate will then be issued. This authority is valid for 90 days from the issue date.</p> <p>The authority to use the special number expires: AUGUST 03, 2000</p>	
RETURN FORM TO:	
Civil Aviation Registry, AFS-750 P.O. Box 25504 Oklahoma City, Oklahoma 73125-0504	
SIGNATURE OF OWNER:  Title of Owner: <u>Contract Manager</u>	
Date Placed on Aircraft: <u>6 August 1999</u>	

FILED WITH
AIRCRAFT REGISTRATION

2

'99 AUG 10 AM 10 17

OKLAHOMA CITY
OKLAHOMA

g.

TITLE SEARCH

000000000540

MORTGAGE-LIEN FIRINGS

ESCROWS

5-1



FEDERAL AVIATION

Title and Guaranty Company

incorporated
not affiliated
with U.S. Govt

TITLE INSURANCE

STREET ADDRESS
6501 S. DENNING
OKLAHOMA CITY, OK 73159

TEL - 405-682-3400
WATS - 800-654-5694
FAX - 405-681-4763

MAILING ADDRESS
P. O. BOX 19929
OKLA. CITY, OKLA. 73144-0929

SPECIAL 'N' NUMBER REQUEST

ATTN: CENTRAL RECORDS
FAA

Ⓢ 407RB
61161
4 AUG 03 1999

PLEASE ASSIGN N 407RB WHICH HAS BEEN RESERVED FOR:

BELL HELICOPTER TEXTRON, INC.

P.O. BOX 482

FORT WORTH, TX 76101-0482

THIS SPECIAL NUMBER IS TO BE PUT ON THE FOLLOWING AIRCRAFT:

BELL 407, SN: 53375, CURRENTLY N61161

ADDITIONAL INFORMATION:

PLEASE SEND CONFIRMATION (8050-64) TO US IN PD ROOM FOR MAILING.

THANK YOU FOR YOUR ASSISTANCE,
FEDERAL AVIATION TITLE COMPANY

Susie Wilkins
SUSIE WILKINS

DATE: JULY 26, 1999
682-3400

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OKLAHOMA CITY
OKLAHOMA
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FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION-MIKE MONROEY AERONAUTICAL CENTER AIRCRAFT REGISTRATION APPLICATION			CERT. ISSUE DATE NN JUN 07 1999 FOR FAA USE ONLY
UNITED STATES REGISTRATION NUMBER N 61161			
AIRCRAFT MANUFACTURER & MODEL BELL 407			
AIRCRAFT SERIAL No. 53375			
TYPE OF REGISTRATION (Check one box)			
<input type="checkbox"/> 1. Individual <input type="checkbox"/> 2. Partnership <input checked="" type="checkbox"/> 3. Corporation <input type="checkbox"/> 4. Co-owner <input type="checkbox"/> 5. Gov't <input type="checkbox"/> 6. Non-Citizen Corporation			
NAME OF APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.) BELL HELICOPTER TEXTRON INC. 3000 S. NORWOOD AT TRINITY HURST, TX 76053			
TELEPHONE NUMBER: (817) 280-8411			
ADDRESS (Permanent mailing address for first applicant listed.) Number and street: _____ Rural Route: _____ P.O. Box: 482			
CITY FORT WORTH	STATE TX	ZIP CODE 76101	
<input type="checkbox"/> 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).			
<u>CERTIFICATION</u>			
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. <input type="checkbox"/> A resident alien, with alien registration (Form 1-151 or Form 1-551) No. _____			
b. <input type="checkbox"/> A non-citizen corporation organized and doing business under the laws of (state) _____ and said aircraft is based and primarily used in the United States. Records or flight hours are available for inspection at _____			
(2) That the aircraft is not registered under the laws of any foreign country; and			
(3) That legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.			
NOTE: If executed for co-ownership all applicants must sign. Use reverse side if necessary.			
TYPE OR PRINT NAME BELOW SIGNATURE			
EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.	SIGNATURE <i>S.R. McRay</i>	TITLE <i>Reg. Manager</i>	DATE 6-4-99
	SIGNATURE	TITLE	DATE
	SIGNATURE	TITLE	DATE
NOTE Pending receipt of the Certificate of Aircraft Registration, the aircraft may be operated for a period not in excess of 90 days, during which time the PINK copy of this application must be carried in the aircraft.			

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BILL OF SALE	
For and in consideration of \$10+, the undersigned owner(s) of the full legal and beneficial title of the aircraft described as follows:	
Aircraft Make and Model BELL 407	
Manufacturer's Serial Number 53375	Nationality and Registration Marks U.S. N61161
does this 3rd day of June, 1999, 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) Bell Helicopter Textron Inc., P.O. Box 482 Fort Worth, Texas 76101

Do not write in this block
for FAADOT use only
CONVEYANCE
RECORDED
IC JC
99 JUN 7 6 10 10
FEDERAL AVIATION
ADMINISTRATION

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

NONE

Type of encumbrance

Amount

Dated

In favor of

IN TESTIMONY WHEREOF I HAVE SET MY HAND AND SEAL, THIS 3RD DAY OF JUNE, 1999



NAME OF SELLER: BELL HELICOPTER TEXTRON, A DIVISION OF TEXTRON CANADA LIMITED

BY:  / S. MARCIL

TITLE: DIRECTOR, CONTRACTS AND CORPORATE AFFAIRS

991551018554
\$ 5.00 06/04/1999

EFTA00016708

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ST. LOUIS 4 MISSOURI

Transport Canada
Safety and SecurityTransports Canada
Sécurité et sûreté

Civil Aviation

Aviation civile

Ottawa ON K1A 0N8

NN JUN 07 1999

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Telephone - Téléphone : (613) 990-1119

Facsimile - Télécopieur : (613) 990-1007

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

File - Dossier

June 3, 1999

5008-4-12

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

1-405-954-3548 (U.S.A.)

N61161
6 JUN 07 1999**U R G E N T AARRC 1999-0425NR**

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

MANUFACTURER: BELL HELICOPTER DIVISION TEXTRON CANADA LTD.
MODEL: 407
SERIAL NUMBER: 53375for *nicole Ringue*Sheila Dowd
Chief

Aircraft Registration and Leasing

INFOCOPY TO:
CHRISTINE SAVOIE
ADMINISTRATOR, AIRCRAFT
CERTIFICATION
TEXTRON CANADA LTD.
1-450-437-2848

JB

CanadaTM
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Bell Helicopter **TEXTRON**

Bell Helicopter Textron Inc.
A Subsidiary of Textron Inc.

Post Office Box 482
Fort Worth, Texas 76101
(817) 280-2011

Federal Aviation Administration
Aircraft Registration Branch
P.O. Box 25504
Oklahoma City, OK 73126-0504

DESCRIPTION OF AIRCRAFT

DATE: 27 April 1999
MANUFACTURER: Bell Helicopter Textron, A Division of Textron Canada Ltd.
MODEL: 407
SERIAL NUMBERS: 53375
REGISTRATION NUMBER: TBD

Please assign a number to the above-described aircraft.

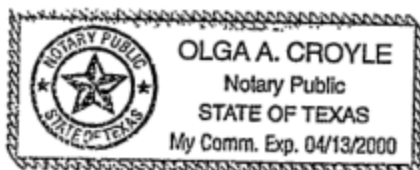
I certify this "N" number will not be painted on the aircraft until foreign registration has ended.

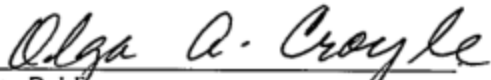
Bell Helicopter Textron, Inc.


B.J. Brown
Manager
Commercial Aircraft Completion & Delivery

STATE OF TEXAS }
COUNTY OF TARRANT }

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




Notary Public
My Commission Expires: 4-13-2000

FILED WITH
AIRCRAFT RECORDS SECTION
MAY 3 1999
MAY 3 1999
ORLANDO, FLORIDA
ORLANDO, FLORIDA

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