

CAMERA NO.

2

DATE:

8-1-89

**HAWKINS & POWERS AVIATION,
INCORPORATED** "AN EQUAL OPPORTUNITY EMPLOYER"

P.O. Box 391 * Greybull, Wyoming 82426 * (307) 765-4482

December 28, 1988

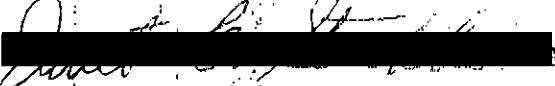
FAA Aircraft Registry
P. O. Box 25504
Oklahoma City, OK 73125④ 134FF
to
130HP
7 JAN 23 1989

Gentlemen:

Request reserved "N" number 130HP be assigned
to Lockheed C-130A, Serial number 56-538 which
is currently N134FF.

Sincerely,

HAWKINS & POWERS AVIATION, INC.


(Mrs.) Janet E. Stockhouse
Sec-Treasurer

A. PRODUCTION BASIS CERTIFICATE (For production aircraft only)	
NAME	
ADDRESS	
B. PRODUCTION BASIS CERTIFICATE (For production aircraft only)	
PRODUCT TYPE CERTIFICATE ONLY	
APPROVED PRODUCTION INSPECTION SYSTEM	
C. GIVE QUANTITY OF CERTIFICATE REQUIRED FOR OPERATING NEEDS	
DATE OF APPLICATION	SIGNATURE
NAME AND TITLE (Print or type)	
A. DESCRIPTION OF AIRCRAFT	
REGISTERED OWNER	ADDRESS
BUILDER (Name)	MODEL
SERIAL NUMBER	REGISTRATION MARK
B. DESCRIPTION OF FLIGHT	
FROM	TO
VIA	DEPARTURE DATE
C. CREW REQUIRED TO OPERATE THE AIRCRAFT AND ITS EQUIPMENT	
PILOT	CO-PILOT
NAVIGATOR	OTHER (Specify)
D. THE AIRCRAFT DOES NOT MEET THE APPLICABLE AIRWORTHINESS REQUIREMENTS AS FOLLOWS:	
E. THE FOLLOWING RESTRICTIONS ARE CONSIDERED NECESSARY FOR SAFE OPERATION (Use attachment if necessary)	
F. CERTIFICATION — I hereby certify that I am the registered owner (or his agent) of the aircraft described above; that the aircraft is registered with the Federal Aviation Administration in accordance with Section 501 of the Federal Aviation Act of 1958, and applicable Federal Aviation Regulations; and that the aircraft has been inspected and is airworthy for the flight described.	
DATE	NAME AND TITLE (Print or type)
SIGNATURE	
G. STATEMENT OF CONFORMITY, FAA Form 8130-9 (Attach when required)	
H. Foreign Airworthiness Certification for Import Aircraft (Attach when required)	
I. Previous Airworthiness Certificate Issued in Accordance with FAR _____ CAR _____ (Original Attached)	
J. Current Airworthiness Certificate Issued in Accordance with FAR 21.185(b) (Copy attached)	

YBL AIRWORTHINESS DOCUMENTATION (FAA use only)

YBL SPECIAL FLIGHT PERMIT PURPOSES OTHER THAN PRODUCTION FLIGHT TEST

EXHIBIT "A"

Lockheed C-130A T-133 Yr. MFG. 1957 S/N 57-482 N133HP TT: 16,109.70

Allison Eng #1 T56-A-9D	S/N AE100543	TSO: 2,200.65	TT: Unknwn
Eng #2 T56-A-9D	S/N AE101429	TSO: 1,898.61	TT: 9,418.49
Eng #3 T56-A-9D	S/N AE101444	TSO: 2,086.31	TT: 11,363.31
Eng #4 T56-A-9D	S/N A100398	TSO: 4,314.08	TT: 10,612.13

Hamilton Prop #1 54H60-91	S/N N233558	TSO: 2,902.25	TT: 4,798.99
Standard Prop #2 54H60-91	S/N N235064	TSO: 4,800.83	TT: Unknwn
Prop #3 54H60-91	S/N N235795	TSO: 4,472.76	TT: 4,472.76
Prop #4 54H60-91	S/N N235030	TSO: 4,200.60	TT: 4,200.60

Lockheed C-130A T-134HP Yr. MFG. 1957 S/N 57-511 N134HP TT: 14485.7

Allison Eng #1 T56-A-9D	S/N AE100768	TSO: 2,887.70	TT: Unknwn
Eng #2 T-56-A-9D	S/N AE101162	TSO: 1,595.68	TT: Unknwn
Eng #3 T-56-A-9D	S/N AE101140	TSO: 3,746.99	TT: Unknwn
None in #4 Position			

Hamilton Prop #1 54H60-91	S/N N222259	TSO: 1,729.9	TT: Unknwn
Standard Prop #2 54H60-91	S/N N221404	TSO: Unknwn	TT: Unknwn
Prop #3 54H60-91	S/N N231490	TSO: 3,512.8	TT: Unknwn
No Prop in #4 Position			

Lockheed P2V-7 Neptune T-139 Yr. MFG 1957 S/N 145906 N139HP TT: 8,196.63

Wright Engine #1 R3350	S/N 572609	TSO: 1,362.61	TT: 7,468.51
Engine #2 R3350	S/N 572956	TSO: 985.60	TT: 7,194.6

Hamilton Prop #1 24260-337	S/N 217878	TSO: 1,923.57	TT: 4,429.77
Standard Prop #2 24260-337	S/N 178529	TSO: 1,706.12	TT: 6,091.69

Westinghouse Jet #1 J34	S/N 201025	TSO: 392.12	TT: Unknwn
Jet #2 J34	S/N 211160	TSO: 493.66	TT: Unknwn

Lockheed P2V-7 Neptune T-140 Yr. MFG. 1954 S/N 140443 N140HP TT: 8,968.2

Wright Engine #1 R3350	S/N 573160	TSO: 828.78	TT: 7,261.48
Engine #2 R3350	S/N W572711	TSO: 1,896.49	TT: 8,432.85

Hamilton Prop #1 24260-337	S/N 194752	TSO: 1,268.16	TT: 6,137.44
Standard Prop #2 24260-337	S/N 219338	TSO: 343.2	TT: 4,029.50

Westinghouse Jet #1 J34	S/N 025268	TSO: 508.99	TT: 2,423.65
Jet #2 J34	S/N 200858	TSO: 93.35	TT: 381.70

EXHIBIT "A"

Consolidated PB4Y-2 T-121 Yr. MFG. 1945 S/N 66302 N2871G TT: 6,432.26

Wright Engine #1 R2600	S/N 43-34060	TSO: 489.07	TT: 5,470.62
Engine #2 R2600	S/N 43-201120	TSO: 244.41	TT: 2,570.71
Engine #3 R2600	S/N 43-36318	TSO: 1,337.34	TT: 1,658.79
Engine #4 R2600	S/N 43-199381	TSO: 1,392.33	TT: 4,190.27

Hamilton Prop #1 23E50-505	S/N NK92285	TSO: 1,344.96	TT: Unknwn
Standard Prop #2 23E50-505	S/N NK13756	TSO: 789.54	TT: Unknwn
Prop #3 23E50-505	S/N RRD2299	TSO: 901.57	TT: Unknwn
Prop #4 23E50-505	S/N UH5292	TSO: 2,035.76	TT: Unknwn

Consolidated PB4Y-2 T-123 Yr. MFG. 1945 S/N 66260 N7620C TT: 7,576.31

Wright Engine #1 R2600	S/N 43-199729	TSO: 606.16	TT: 4,252.16
Engine #2 R2600	S/N 43-31520	TSO: 517.32	TT: 4,389.61
Engine #3 R2600	S/N 43-32239	TSO: 352.88	TT: Unknwn
Engine #4 R2600	S/N 43-199326	TSO: 1,604.12	TT: 5,809.11

Hamilton Prop #1 23E50-505	S/N NK152434	TSO: 686.12	TT: Unknwn
Standard Prop #2 23E50-505	S/N RRE1437	TSO: 138.51	TT: Unknwn
Prop #3 23E50-505	S/N P83644	TSO: 910.04	TT: Unknwn
Prop #4 23E50-505	S/N P33749	TSO: 910.04	TT: Unknwn

Lockheed C-130A T-130 Yr. MFG. 1956 S/N 56-538 N130HP TT: 21,021.92

Allison Eng #1 T56-A-9D	S/N AD101136	TSO: 2,970.77	TT: 10,669.97
Eng #2 T56-A-9D	S/N AE101504	TSO: 3,060.08	TT: 9,201.08
Eng #3 T56-A-9D	S/N AE101267	TSO: 1,578.86	TT: 10,033.86
Eng #4 T56-A-9D	S/N AE100839	TSO: 4,608.87	TT: 9,194.92

Hamilton Prop #1 54H60-91	S/N N235421	TSO: 4,042.13	TT: Unknwn
Standard Prop #2 54H60-91	S/N N224932	TSO: 2,921.48	TT: Unknwn
Prop #3 54H60-91	S/N N235539	TSO: 2,796.46	TT: 4,081.7
Prop #4 54H60-91	S/N N214968	TSO: 1,825.96	TT: Unknwn

Lockheed C-130A T-131 Yr. MFG. 1956 S/N 56-534 N131HP TT: 19,492.94

Allison Eng #1 T56-A-9D	S/N A100172	TSO: 2,483.90	TT: 10,504.59
Eng #2 T56-A-9D	S/N AE101000	TSO: 2,459.55	TT: Unknwn
Eng #3 T56-A-9D	S/N AD101002	TSO: 3,680.21	TT: Unknwn
Eng #4 T56-A-9D	S/N AD101447	TSO: 1,812.93	TT: 11,078.62

Hamilton Prop #1 54H60-91	S/N N232793	TSO: 1,533.83	TT: Unknwn
Standard Prop #2 54H60-91	S/N N235890	TSO: 1,816.72	TT: Unknwn
Prop #3 54H60-91	S/N N235170	TSO: 1,295.00	TT: Unknwn
Prop #4 54H60-91	S/N N239471	TSO: 1,572.84	TT: Unknwn

U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION CROSS-REFERENCE-RECORDATION		SEE CONVEYANCE NO.
		FILING DATE:
This form is to be used in cases where a conveyance covers several aircraft and engines, propellers, or locations. File original of this form with the recorded conveyance and a copy in each aircraft folder involved.		
TYPE OF CONVEYANCE SECURITY AGREEMENT		DATE EXECUTED 1-14-00
FROM HAWKINS & POWERS AVIATION INC		DOCUMENT NO.
TO OR ASSIGNED TO FIRST INTERSTATE BANK		DATE RECORDED
THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:		
AIRCRAFT (List by registration number)		TOTAL NUMBER INVOLVED 9
N2871G N 7620C N130HP N131HP N133HP N134HP N139HP N140HP N127HP		
ENGINES		TOTAL NUMBER INVOLVED 29
MAKE(S) SEE ATTACHED		SERIAL NO.
PROPELLERS		TOTAL NUMBER INVOLVED 29
MAKE(S)		SERIAL NO.
SPARE PARTS - LOCATIONS		TOTAL NUMBER INVOLVED
LOCATION		
RECORDED CONVEYANCE FILED IN: N2871G, CONSOLIDATED VULTEE P4Y-2, SERIAL NO. 66302		



U.S. Department
of Transportation

**Federal Aviation
Administration**

Flight Standards Service
Civil Aviation Registry

P.O. Box 28504
Oklahoma City, Oklahoma 73125-0504
(405) 954-3118

February 23, 2000

FIRST INTERSTATE BANK
4 SOUTH MAIN
PO BOX 2007
SHERIDAN, WY 82801

RECORDATION OF SECURITY CONVEYANCE N28710 ETAL

The Security Conveyance executed by HAWKINS & POWERS AVIATION INC.
may be recorded upon compliance with the items checked below.

- ☐ Forward the security instrument which has been signed in INK.
- ☐ Signature in INK of _____
- ☐ Show title of person signing for _____
- ☐ Show name of _____
- ☒ Show complete description of collateral (make, model, serial number, and registration number).
SHOW COMPLETE MODEL NUMBER FOR ROLLS ROYCE ENGINES ON PAGE 3. OUR RECORDS SHOW
- ☒ Submit recording fee of \$290 for engines & props. Please return this letter with your remittance.
- ☐ Submit authorization for \$5 PER EACH ENGINE AND \$5 PER EACH PROP
- ☐ The name of debtor must be identical to that of the registered owner. Do not show a cosigner's name on the conveyance as the debtor. A cosigner may sign the instrument if he shows his title as "cosigner"
- ☐ NOTE: If owner has not changed and _____ is only cosigning, apply this rule and disregard registration requirements requested below.
- ☒ See Item 3 _____ on the attached sheet for more information on our requirements.

REGISTRATION REQUIREMENTS:

- ☐ The aircraft records show the owner as _____
Submit documentary evidence of ownership covering each change in the ownership of the aircraft from the above named owner to _____
- ☐ Submit registration fee of \$ _____. Please return this letter with your remittance.
- ☐ Submit completed Aircraft Registration Application in debtor's name.
ROLLS-ROYCE DART 529. "ALSO" SHOW MANUFACTURER FOR THE PROPS ON PAGE 3

Pridilla Dodd
Legal Instruments Examiner
Aircraft Registration Branch

Enclosures



U.S. Department
of Transportation

Federal Aviation
Administration

Flight Standards Service
Aircraft Registration Branch
AFS-739

P.O. Box 28004
Oklahoma City, Oklahoma 73122-0004
(405) 954-3115
Web Address: <http://registry.faa.gov>

FIRST INTERSTATE BANK
PO BOX 2007
SHERIDAN WY 83301

April 8, 2002

RECORDATION OF SECURITY CONVEYANCE (OPTIONAL)

The Security Conveyance executed by First Interstate Bank
may be recorded upon compliance with the items checked below:

- ☐ Forward the security instrument which has been signed in ink.
- ☐ Signature is ink of _____
- ☐ Show title of person signing for _____
- ☐ Show name of _____
- ☒ Show complete description of collateral (make, model, serial number, and registration number) (complete model) on the enclosed disclaimer (i.e., Dept RDA7/529-7B) and correct microfilm number (i.e., 1446).
- ☐ Submit recording fee of \$ _____. Please return this letter with your remittance.
- ☒ Explain discrepancy Please clarify, per your telecall of Jan. 11 and your note attached to the security agreement, if you are not wanting to record against N127HP and its engines & propellers; then the page 3 of Exhibit A to the enclosed security agreement should not be attached and correct the disclaimer to also show the filing date of 7/5/2001, as microfilm number 223, and filing date of 2/1/2002, as microfilm number 1173.
- ☐ The name of debtor must be identical to that of the registered owner.
- ☐ See item _____ on the attached sheet for more information on our requirements.

REGISTRATION REQUIREMENTS:

- ☐ The aircraft records show the owner as _____
Submit documentary evidence of ownership covering each change in the ownership of the aircraft from the above named owner to _____
- ☐ Submit registration fee of \$ _____. Please return this letter with your remittance.
- ☐ Submit completed Aircraft Registration Application in debtor's name.

151
Diane Ayers
Legal Instruments Examiner
Aircraft Registration Branch

Enclosure s/s

AC 8050-48

suspense in system
2:33-00 without
suspense number
did not enter
another suspense
in system

2 DATE: 8-1-89

HAROLD
11 JUL 13 1989

10-1

ASSIGNMENT OF SPECIAL REGISTRATION NUMBERS

Special Registration Number

N130HP

Present Registration Number

Aircraft Make
and Model LOCKHEED

C-130A

Serial Number
56-538

526250Z

N134FF

Issue Date

JAN. 23, 1989

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

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

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

121588

The airworthiness classification and category

RESTRICTED

JOHN AND POWERS AVIATION INC
391
WIL WY 82426

TURN THE ORIGINAL of this form to the FAA Aircraft Registry, within 5 days after placing the special registration number on the aircraft. A new one will then be issued. Unless this authority is used and this office so notified, the authority for use of the special number will expire on JAN. 23, 1990.

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

RETURN FORM TO:

FAA Aircraft Registry
P.O. Box 25504
Oklahoma City, Oklahoma 73125-4939

BELOW THIS POINT FOR FAA USE ONLY

EMP
CODE

DATE

FAA AIRCRAFT REGISTRY
CAMERA NO. 3N DATE: 5-11-89

UNITED STATES OF AMERICA	
DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION	
SPECIAL AIRWORTHINESS CERTIFICATE	
A. CATEGORY/DESIGNATION	RESTRICTED
FLYING USE	CARRIAGE OF CARGO
B. MANUFACTURER	NAME: N/A
	ADDRESS: N/A
C. FLIGHT	FROM: N/A
	TO: N/A
D. N-138FF	SERIAL NO. 55-538
BUYER: LOCKHEED	MODEL C-130A
DATE OF ISSUANCE DEC. 15, 1988	EXPIRY: UNLIMITED
OPERATING LIMITATIONS DATED 12/15/88	REF. A PART OF THIS CERTIFICATE
Signature: James B. Boyle	DESIGNATION OR OFFICIAL NO. Phoenix-MISO

THIS AIRCRAFT IS NOT TO BE USED FOR PASSENGER CARRIAGE OR FOR CARRIAGE OF PASSENGERS OR CARGO IN EXCESS OF THE WEIGHT AND BALANCE LIMITS SPECIFIED IN THE AIRCRAFT'S TYPE DATA SHEET. THIS CERTIFICATE MUST BE DISPLAYED IN THE AIRCRAFT IN ACCORDANCE WITH FAA REGULATIONS.

FAA FORM 336, APRIL 1987 EDITION. SEE INSTRUCTIONS.

DEPARTMENT OF TRANSPORTATION

FEDERAL AVIATION ADMINISTRATION

FAA AIRCRAFT REGISTRY

P.O. Box 26504

Oklahoma City, Oklahoma 73125

AIRCRAFT SECURITY AGREEMENT

004255

Several Pages!

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FEB 15 2008 14 34FEDERAL AVIATION
ADMINISTRATIONABOVE SPACE
FOR FAA USE ONLY

NAME & ADDRESS OF DEBTOR/BORROWER:

HAWKINS & POWERS AVIATION, INC.
P. O. BOX 391
GREYBULL, WY 82426

NAME & ADDRESS OF SECURED PARTY/ASSIGNEE/LENDER:

First Interstate Bank of Commerce
4 South Main
P.O. Box 2007
Sheridan, WY 82801

NAME OF SECURED PARTY'S ASSIGNOR/GRANTOR:

HAWKINS & POWERS AVIATION, INC.
P. O. BOX 391
GREYBULL, WY 82426

THIS AIRCRAFT SECURITY AGREEMENT is entered into between HAWKINS & POWERS AVIATION, INC. (referred to below as "Grantor"); and First Interstate Bank of Commerce (referred to below as "Lender").

GRANT OF SECURITY INTEREST. For valuable consideration, Grantor grants to Lender a continuing security interest in the Collateral to secure the indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

DEFINITIONS. The following words shall have the following meanings when used in this Agreement. Terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Agreement. The word "Agreement" means this Aircraft Security Agreement, as this Aircraft Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Aircraft Security Agreement from time to time.

Aircraft. The word "Aircraft" means the following described aircraft:

1956 LOCKHEED C-130A

The manufacturer's serial number for the aircraft is 56-538, and its FAA Registration Number is N130HP. The word "Aircraft" also means any includes without limitation, (a) the Airframe, (b) the Engines, and (c) any propellers.

Airframe. The word "Airframe" means the Aircraft's airframe, together with any and all parts, appliances, components, instruments, accessories, accessions, attachments, equipment, or avionics (including, without limitation, radio, radar, navigation systems, or other electronic equipment) installed in, appurtenant to, or delivered with or in respect of such airframe.

Collateral. The word "Collateral" means the following described property, whether now owned or hereafter acquired, whether now or hereafter existing, and wherever located:

(a) The Aircraft.

(b) The Engines and all avionics, including without limitation the following specifically described engines or avionics or both: ALLISON ENGINES, HAMILTON STANDARD PROPS.

(c) All log books, manuals, flight records, maintenance records, inspection reports, airworthiness certificates, and other historical records or information relating to the Aircraft.

(d) All attachments, accessions, parts, and additions to and all replacements of and substitutions for any property described above.

(e) All rents, accounts, contract rights, chattel paper, general intangibles, and monies, arising out of or related to use, rental, sale, lease, or other disposition of any of the property described in this Collateral section.

(f) All proceeds (including insurance proceeds) from the sale or other disposition of any of the property described in this Collateral section.

Commercial Operations. The words "Commercial Operations" mean the carriage by aircraft in air commerce of persons or property for compensation or hire. Commercial Operations do not include carriage by aircraft in air commerce of Grantor's employees or invitees or Grantor's own property.

Encumbrance. The word "Encumbrance" means any and all security interests, mortgages, liens, privileges, and other contractual or statutory security interests or rights, of every nature and kind, that now or in the future may affect the Collateral or any part or parts of the Collateral.

Event of Default. The words "Event of Default" mean and include any of the Events of Default set forth below in the section titled "Events of Default."

Engines. The word "Engines" means any engines described above together with any other aircraft engines which either now or in the future are installed on, appurtenant to, or delivered with or in respect of the Airframe, together with any and all parts, appliances, components, accessories, accessions, attachments or equipment installed on, appurtenant to, or delivered with or in respect of such engines. The word "Engines" shall also refer to any replacement aircraft engine which, under this Agreement, is required or permitted to be installed upon the Airframe.

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

Geneva Convention. The words "Geneva Convention" mean the Convention on the International Recognition of Rights in Aircraft made at Geneva, Switzerland on June 19, 1948, (effective September 17, 1953), together with the necessary enacting rules and regulations promulgated by any particular signatory country.

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15-9

Paperwork Reduction Act: This information is collected to provide evidence of security interest. The information is used by the aircraft registry in the recording of security interests. We estimate that it will take approximately 30 minutes to complete this form. The information is required to perfect a security interest in the described collateral. (This form or equivalent may be used.) This information is public information, and no confidentiality is provided. An agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid (OMB) control number. The number associated with this collection is 2120-0042.

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
CIVIL AVIATION REGISTRY
AIRCRAFT REGISTRATION BRANCH

P. O. Box 25504

Oklahoma City, Oklahoma 73125

AIRCRAFT SECURITY AGREEMENT

K 0 3 4 5 2 6

CANCELLED

mis

CONVEYANCE RECORDED

NAME & ADDRESS OF DEBTOR

Hawkins & Powers Aviation, Inc.
2441 Hwy 20 W.
P.O. Box 391
Greybull, WY 82426

2002 JUN 26 AM 10 08

FEDERAL AVIATION
ADMINISTRATION

CANCELLED

CANCELLED

CANCELLED

NAME & ADDRESS OF SECURED PARTY/ASSIGNOR

United States of America
Civil Division - Dept. of Justice
901 Pennsylvania Ave. NW
Washington, D.C. 20530

ASSIGNED NAME & ADDRESS OF ASSIGNEE

ABOVE SPACE
FOR FAA USE ONLY

Date: May 17, 2002

A security interest is hereby granted to the secured party on the following described collateral:
AIRCRAFT (FAA registration number, manufacturer, model, and serial number):

See Attachment

NOTICE: ENGINES LESS THAN 750 HORSEPOWER AND PROPELLERS NOT CAPABLE OF ABSORBING 750 OR MORE
RATED SHAFT HORSEPOWER ARE NOT ELIGIBLE FOR RECORDING.
ENGINES (manufacturer, model, and serial number):

PROPELLERS (manufacturer, model, and serial number):

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

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

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

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

Note bearing date of May 9, 2002, issued by the debtor and payable to the order of United States of America, approximate sum of \$1,600,000 with interest thereon at the rate of N/A per centum per annum, from date, payable in installments as follows:

The principal and interest of said note is payable in 3 installments of \$ _____ each on the 30th day of September beginning with the 30th day of Sept. 2002. The last payment of \$ _____ is due on the 30th day of Sept. 2002.

SECOND: The prompt and faithful discharge and performance of each agreement of the debtor herein contained made with or for the benefit of the secured party in connection with the indebtedness to secure which this instrument is executed, and the repayment of any sums expended or advanced by the secured party for the maintenance or preservation of the property mortgaged hereby or in enforcing their rights hereunder. Said debtor hereby declares and hereby warrants to the said secured party that they are the absolute owner of the legal and beneficial title to the said aircraft and in possession thereof, and that the same is free and clear of all liens, encumbrances, and adverse claims whatsoever, except as follows: (If no liens other than this mortgage, indicate "none".)

AC Form 800-107-100

02140123123
040.00 08/20/2002

You requested 6:11:05 PM
no fee for U.S. Govt. services

U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION CROSS-REFERENCE-RECORDATION		SEE CONVEYANCE NO. FILING DATE:	
This form is to be used in cases where a conveyance covers several aircraft and engines, propellers, or locations. File original of this form with the recorded conveyance and a copy in each aircraft folder involved.			
TYPE OF CONVEYANCE SECURITY AGREEMENT		DATE EXECUTED May 17, 2002	
FROM HAWKINS & POWERS AVIATION, INC.		DOCUMENT NO. K034526	
TO OR ASSIGNED TO UNITED STATES OF AMERICA CIVIL DIVISION - DEPT OF JUSTICE		DATE RECORDED 6-26-02	
THE FOLLOWING COLLATERAL IS COVERED BY THE CONVEYANCE:			
AIRCRAFT (List by registration number)		TOTAL NUMBER INVOLVED 3	
N130HP N131HP N133HP N132HP N133FF N134HP N135HP N1365N	ENGINES: ALLISON T36-A9D: AE100843 AE101504 AE101267 A100814 AE100332 AE101463 AD101002 AD101447 AE100543 AE101000 AE101352 A100308 A100352 AE100447 AE101389 A100857 AE101332 AE101140 AE100723 PRATT & WHITNEY R-1000: P007880A P517386A S16249 P514834A	PROPELLERS: HAMILTON STANDARD 54H60-91: N232783 N222259 N231490 N239471 N236170 N235421 N235890 N225126 N233558 N237199 N235030 N222725 N235064 N229983 N235516 HAMILTON STANDARD 34G60-91: N209241 N206874 N212936 N213937	TOTAL NUMBER INVOLVED 31
ENGINES MAKE(S) SEE ABOVE		SERIAL NO.	
PROPELLERS MAKE(S) SEE ABOVE		SERIAL NO.	
SPARE PARTS - LOCATIONS LOCATION		TOTAL NUMBER INVOLVED	
RECORDED CONVEYANCE FILED IN: N130HP, LOCKHEED C-130A, SN: 56-538			