

EXHIBIT F

RECORDED BY
Federal Aviation Administration
Civil Aviation Registry

Date 1-14-13 Time 13:21

Conveyance Number CA008424

EXECUTION VERSION

AIRCRAFT SECURITY AGREEMENT

This AIRCRAFT SECURITY AGREEMENT (this "Agreement") is entered into this 17th day of December, 2012, by AIRNET SYSTEMS, INC., an Ohio corporation with a place of business at 7250 Star Check Drive, Columbus, Ohio 43217 (Telecopier No. 614-409-7878) (the "Debtor"), in favor of ALOSTAR BANK OF COMMERCE, a state banking institution incorporated or otherwise organized under the laws of the State of Alabama, with a place of business at 3630 Peachtree Road, N.E., Suite 1050, Atlanta, Georgia 30326 (together with its successors and assigns, "Secured Party").

This Agreement is entered into in connection with the Loan Agreement (as defined below). To induce Secured Party to make loans and other financial accommodations from time to time to Borrowers (as hereinafter defined), Debtor is willing to execute this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Debtor does hereby covenant and agree as follows:

1. Definitions. The terms as used herein shall be construed and controlled by the following definitions, except as otherwise defined herein (including in the recitals of this Agreement) and except as the context may otherwise require or as may be otherwise provided herein, (i) the singular shall be deemed to include the plural and the plural shall be deemed to include the singular, and (ii) definitions contained in the Uniform Commercial Code of the State of Georgia, as now or hereinafter in effect (the "Code"), shall apply to the terms, words and phrases used herein, except that in case of any conflict between such definitions and definitions contained in Article 9 of the Code, the Article 9 definition shall apply:

"Aircraft" shall mean the Airframe(s) together with the Engine(s) and Propeller(s) (if any) attached thereto.

"Aircraft Object" shall mean each Airframe and each Engine that is an "aircraft object" as that term is defined in the Cape Town Treaty.

"Airframe" and "Airframes" shall mean individually and collectively (a) each airframe being the make and bearing the United States registration number and manufacturer's serial number specified on Schedule A attached hereto and made a part hereof, (b) any replacement airframe which may from time to time be substituted for the foregoing airframe in accordance with the terms of this Agreement, and (c) in each case, (1) all substitutions, replacements, repairs, upgrades, additions, accessories, products and proceeds thereto and thereof, and (2) any and all Parts thereto and thereof. For each Airframe that is an Aircraft Object, the term "Airframe" shall mean to include, without limitation, such Airframe as an Aircraft Object.

"Borrowers" shall mean, collectively, Debtor and each of Debtor's affiliates party to the Loan Agreement from time to time as "Borrowers," and "Borrower" shall refer to each such person or entity individually.

"Cape Town Treaty" shall mean the Convention on International Interests in Mobile Equipment (the "Convention"), as modified by the Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment (the "Protocol"), each signed in Cape Town, South Africa, on November 16, 2001,

together with the Regulations and Procedures for the International Registry, and all other rules, amendments, supplements and revisions thereto.

"Collateral" shall mean the Airframe(s), Engine(s), Propeller(s), Parts, Spare Parts and all Proceeds thereof or related thereto.

"Engine" and "Engines" shall mean individually and collectively (a) each aircraft engine being the model and bearing the manufacturer's serial number specified on Schedule A attached hereto and made a part hereof (each of which has 550 or more rated takeoff horsepower or the equivalent thereof), whether or not from time to time installed on any Airframe or any other airframe, (b) each other aircraft engine owned by Debtor but which is not described on Schedule A, whether or not from time to time installed on any Airframe or any other airframe, (c) any replacement engine which may from time to time be substituted for such Engine pursuant to the terms of this Agreement, and (d) in each case, (1) all substitutions, replacements, repairs, upgrades, additions, accessories, products and proceeds thereto and thereof, and (2) any and all Parts thereof and thereto. For each Engine that is an Aircraft Object, the term "Engine" shall mean to include, without limitation, such Engine as an Aircraft Object.

"FAA" shall mean the United States Federal Aviation Administration, and any instrumentality of the United States of America succeeding to its function.

"IDERA" means an Irrevocable De-Registration and Export Request Authorisation in substantially the same form as annexed to the Cape Town Treaty.

"International Interest" shall have the meaning ascribed thereto in the Cape Town Treaty.

"International Registry" shall have the meaning provided in 49 U.S.C. § 44113(3).

"Loan Agreement" shall mean certain Loan and Security Agreement dated on or about the date hereof (as amended, supplemented or otherwise modified from time to time) among the Debtor, the other Borrowers party thereto and Secured Party.

"Loan Documents" shall mean each agreement entered into between Secured Party and any Borrower in connection with this Agreement or the Loan Agreement or to evidence or govern the terms of any of the Obligations, and any and all other documents, agreements, certificates and instruments executed and/or delivered by any Borrower pursuant hereto or in connection herewith.

"Obligations" is used in its most comprehensive sense and shall mean and include, without limitation, all indebtedness, debts and liabilities (including principal, interest, late charges, collection costs, reasonable attorneys' fees and the like) of, and the performance of all obligations of, the Debtor to the Secured Party and/or any affiliate of the Secured Party under the this Agreement, the Loan Agreement or the other Loan Documents. The word "Obligations" shall include, without limitation, all indebtedness, debts and liabilities now or hereafter owing or arising by Debtor to the Secured Party, or any affiliate of the Secured Party, under the terms of this Agreement, the Loan Agreement or the other Loan Documents (in each case, as the same may be amended from time to time).

"Parts" shall mean all appliances, avionics, parts, instruments, appurtenances, accessories, furnishings and other equipment of whatever nature (other than complete Engines and/or Propellers) that may from time to time be incorporated or installed in or attached to the Airframe, the Engines and the Propellers.

"Proceeds" shall mean, with respect to the Aircraft, property included within the meaning assigned to that term under the Code, and, in any event, shall include, but shall not be limited to (i) any and all Proceeds of any insurance, judgment, indemnity, warranty or guaranty payable to or for the account of the Debtor, from time to time, with respect to the Aircraft; (ii) any and all Proceeds in the form of rentals, accounts, collections, documents, instruments, chattel paper or general intangibles relating in whole or in part to the Aircraft; and (iii) any and all payments (in any form whatsoever) made or due and payable to or for the account of the Debtor, from time to time, in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Aircraft by any governmental department, commission, board, bureau, authority, agency or body (domestic or foreign).

"Propeller" and "Propellers" shall mean shall mean individually and collectively (a) each propeller owned by Debtor, whether or not from time to time installed on any Airframe or any other airframe, (b) any replacement propeller which may from time to time be substituted for such Propeller pursuant to the terms of this Agreement, and (c) in each case, (1) all substitutions, replacements, repairs, upgrades, additions, accessories, products and proceeds thereto and thereof, and (2) any and all Parts thereto and thereof.

"Spare Parts" shall mean any accessories, appurtenances, appliances, or spare parts for installation or use in an aircraft, aircraft engine or propeller (including, without limitation, the Airframes, the Engines and the Propellers), maintained by or on behalf of an air carrier certificated under 49 U.S.C. Section 44107(a)(2)(C) and (D), at the locations specified on Schedule B attached hereto.

2. Security Interest. The Debtor hereby assigns to the Secured Party and grants to the Secured Party a security interest in the Collateral (and, with respect to each Aircraft Object, an International Interest and including all "associated rights" thereto, as that term is defined in the Cape Town Treaty) to secure the Obligations.

3. Representations, Warranties and Covenants. The Debtor represents, warrants and covenants that:

3.1 Use of Maintenance. The Debtor, at its own cost and expense, shall, maintain, service, repair, overhaul and test the Aircraft so as to keep the Aircraft in as good operating condition as when this Agreement is executed and delivered by the Debtor, ordinary wear and tear excepted, and in such condition as may be necessary to enable the airworthiness certification of the Aircraft to be maintained in good standing at all times under the Transportation Code and all FAA regulations thereunder. The Debtor shall maintain all records, logs and other materials required to be maintained in respect of the Aircraft by the Transportation Code, FAA regulations thereunder, the FAA or any other governmental authority, and, to the extent required under the Loan Agreement, shall promptly furnish to the Secured Party such information as the Secured Party may reasonably request with respect thereto. The Aircraft shall at all times be used solely for commercial or business purposes, exclusive of transportation for hire except where the Debtor is the holder of a duly issued and valid operating certificate permitting such use, and not for personal, family, household, farming or agricultural purposes. The Debtor will not

permit the Aircraft to be maintained, used or operated in material violation of any insurance policy provisions or any law, rule, regulation or order of any governmental or any, governmental authority having jurisdiction (domestic or foreign), including without limitation the FAA, or in violation of any airworthiness certificate, license, registration or operating certificate relating to the Aircraft and issued by any such authority, nor will the Debtor suffer the Aircraft to be so maintained, used or operated. The Debtor will not operate or suffer the Aircraft to be operated except within the geographical limits set forth in applicable insurance policies or operating certificates, whichever may be the more restrictive. In the event that any law, rule, regulation or order requires alteration or modification of the Aircraft, the Debtor will conform thereto or obtain conformance therewith at no expense to the Secured Party. The Debtor will permit the Aircraft to be operated only by pilots, appropriately qualified and licensed, considering the particular authorized business or commercial purpose involved, and will permit the Aircraft to be maintained only by duly licensed and qualified mechanics. Without limiting the generality of the foregoing, except to the extent not prohibited by the Loan Agreement, the Debtor will not operate or locate the Aircraft or suffer the Aircraft to be operated or located (i) outside of the geographical limits of the continental United States of America or Canada, or (ii) in any recognized or, in the Debtor's reasonable judgment, threatened area of hostilities, unless fully covered to the Secured Party's reasonable satisfaction by war risk insurance or in connection with a contract with the government of the United States of America pursuant to which said government has assumed liability for all damages, loss, destruction or failure to return possession of the Aircraft at the expiration of the term of such contract as well as for any injury to person or damage to property of others. The Debtor will not operate the Aircraft until the Debtor is satisfied, reasonably and in good faith, as to the airworthiness of the Aircraft and the proper functioning of its equipment and accessories. The Debtor will operate the Aircraft only in accordance with the following restrictions: (i) for operation by a pilot (or pilots) rated to fly only in visual flight rule conditions, the Aircraft shall not be operated in conditions below the visual flight rule minimums as provided by the FAA from time to time, (ii) for operation by a pilot (or pilots) currently certified and licensed to fly under instrument flight rules, the Aircraft shall not be operated in conditions below the instrument flight rule minimums as provided by the FAA from time to time. The Debtor will not permit the Aircraft to be landed except at properly maintained airports and runways except when reasonably necessary as a precautionary measure or in an emergency in order to prevent the probable occurrence of damage to the Aircraft or injury to persons. The provisions of this paragraph 3.1 shall not be applicable when the Aircraft is in the possession of the Secured Party under a lease agreement.

3.2 Registration. The Debtor shall cause the Aircraft to be duly registered in its name by the FAA, and the Aircraft shall at all times be subject to United States registration and bear United States registration markings. The Debtor shall, to the extent permitted by applicable law, at all times after such registration take no action which shall cause or shall permit the Aircraft to fail to be so registered (subject to any applicable cure period to have such Aircraft reregistered), and in the event the Aircraft is not so registered, take all necessary action to cause the Aircraft to be registered as provided above.

3.3 Insurance. The Debtor, at its costs and expense, shall procure and continuously maintain in full force and effect policies of insurance to the extent required by the Loan Agreement and Section 6 hereof.

3.4 Recording; Filing; Further Assurances. At the request of the Secured Party, from time to time, the Debtor will execute one or more financing statements pursuant to the Code in a form satisfactory to the Secured Party, and will promptly cure any defects in the execution and delivery of this Agreement or the creation, perfection or priority of the security interest created hereby, including the execution and delivery of any documents reasonably requested by the Secured Party. The Debtor shall assist and cooperate with the Secured Party in causing to be filed and recorded all documents reasonably

required by the Secured Party to be filed or recorded in all public or other offices where filing or recording is deemed by the Secured Party to be necessary or desirable, including, without limitation, filing of this Agreement with the FAA and the recording thereof by the FAA.

3.5 International Interest Registration. The Debtor will cause each International Interest (or prospective International Interest) in favor of the Secured Party in or relating to each Aircraft Object created by this Agreement to be validly registered with the International Registry, and Debtor and Secured Party hereby each expressly consent to such registrations on the International Registry. The Debtor will discharge or cause to be discharged any International Interest in or relating to an Aircraft Object (or any other Collateral) not consented to in writing by the Secured Party. Further, the Debtor will not consent to any International Interest in or relating to an Aircraft Object (or any other Collateral) unless prior approval is obtained from the Secured Party in writing.

3.6 IDERA. The Debtor shall duly execute and deliver to Secured Party, prior to funding, an IDERA with respect to any Airframe that is an Aircraft Object, and the Debtor shall not grant any other IDERA to any other party without the Secured Party's prior written consent.

3.7 Conflicting Agreements and Charter Provisions. Neither the execution and delivery of this Agreement, nor fulfillment nor compliance with the terms and provisions hereof and thereof will conflict with, or result in a breach of the terms, conditions or provisions of, or constitute a default under, or result in any violation of, any organizational document of the Debtor or any agreement, instrument, judgment, decree, statute, law, rule or regulation to which the Debtor is subject, or require any authorization, consent, approval or other action by, or notice to, any court or administrative or governmental body.

3.8 Actions and proceedings. There is no action or proceeding against, or investigation of, the Debtor pending or, to the knowledge of the Debtor, threatened, nor shall there exist such action or proceeding, which questions the validity of this Agreement, or any action taken or to be taken pursuant thereto, or which in any way prevents or materially interferes with or adversely affects the Debtor's ability to perform its obligations hereunder.

3.9 Records and Inspection. The Debtor shall keep and shall make available to the Secured Party at reasonable times, accurate and complete books, and records with respect to the Collateral and the Debtor's business generally in accordance with the terms of the Loan Agreement.

3.10 Location of Principal Place of Business and Certain Records. The location of the principal business location of the Debtor, and the location of the Debtor's records concerning its accounts and contract rights is at 7250 Star Check Drive, Columbus, OH 43217, and, unless the Debtor shall have given the Secured Party prior written notice as required by the terms of the Loan Agreement, the Debtor will continue to keep their principal residence and its records concerning its accounts and contract rights in said location.

3.11 Location of Aircraft. The Debtor shall cause the primary location and base of the Aircraft to be the State of Ohio, unless the Debtor shall have given the Secured Party at least thirty (30) days written notice of its intention to change such primary location and base.

3.12 Air Carrier. The Debtor is an air carrier and holds an air carrier operating certificate issued under 49 U.S.C. § 44705.

4. Default. The term "Event of Default" for all purposes of this Agreement shall mean any Event of Default under (and as defined in) the Loan Agreement.

5. Remedies. If an Event of Default exists, the Secured Party shall have all of the rights and remedies under the Loan Agreement (including, without limitation, the rights and remedies of a creditor and/or a chargee under Articles 8, 9, 10, 12 and 13 of the Convention, and Articles IX and XIII of the Protocol).

6. Insurance.

(a) All risk of loss, damage or destruction of the Aircraft shall at all times be on Debtor. Debtor will maintain at its own expense during the terms of this Agreement policies of insurance against any loss or damage to the Aircraft, in amounts and form satisfactory to Secured Party and against such risks and hazards as may be required from time to time by Secured Party, including, without limitation property damage, public liability, combined single-limit and all-risk aviation insurance as follows:

(i) all-risk aircraft hull insurance coverage and all-risk property damage insurance, which shall include, without limitation, all-risk ground, taxiing and in-flight insurance;

(ii) fire and extended coverage with respect to any Engine, Part or Propeller when not installed on any Aircraft;

(iii) aircraft liability insurance, including airport liability, combined bodily injury and property damage liability, contractual liability in amounts not less than that acceptable to Secured Party; and

(iv) cargo insurance.

(b) In the event that the Aircraft is operated outside the continental United States, the Hawaiian Islands or Canada, special war risk coverage and insurance against confiscation, requisition by a Governmental Authority for a period in excess of 90 days, hijacking and seizure covering all places and routes where any Aircraft is operated, on any flights operated to or from any point outside the continental United States, the Hawaiian Islands and Canada. All public liability and property damage insurance shall insure against liability that either Debtor or Secured Party might incur by reason of the operations of any Aircraft over water (including the high seas). Debtor will pay or cause to be paid all premiums on all such insurance as and when such premiums become due and payable. Debtor shall give to Secured Party prompt notice of any material damage to or loss of any material part of the Aircraft. Debtor shall not cancel any insurance required by the terms of this Agreement. At any time that any insurance required by any provision of this Agreement shall not be in effect with respect to any Aircraft, Debtor shall promptly ground such Aircraft and shall not permit the same to be flown until such insurance is in effect.

(c) All insurance maintained by Debtor pursuant to clause (a) above shall, (i) in the case of property insurance, name Secured Party as sole loss payee thereunder, and, in the case of liability insurance, name Secured Party as additional insured; (ii) provide that all insurance proceeds payable under any policy shall be paid directly to Secured Party by the insurer thereunder or to whomsoever Secured Party shall instruct the insurer in writing; (iii) insure the interest of Secured Party regardless of any breach of violation by Debtor or any lessee of any of the Aircraft of any warranties, declarations or conditions contained in such policies; (iv) provide that the insurance shall not be invalidated by any action or inaction of Debtor or any lessee of any of the Aircraft; and (v) prohibit Debtor, without the prior

written consent of Secured Party, from pledging, hypothecating, selling, assigning or transferring its interest in any insurance policies required to be maintained under clause (a) above or the proceeds thereof to any Person, including any insurer or insurance agent pursuant to any premium installment payment plan. Such insurance may not be canceled (or allowed to lapse) for any reason whatsoever by the insurer or materially changed until 30 days after receipt by Secured Party from the insurer of a written notice its intention to cancel or change materially such insurance; provided, however, that Secured Party shall not be liable for the payment of any premiums or assessments. Each liability policy shall be primary, without right of contribution from any other insurance that is carried by Debtor, any lessee of any of the Aircraft or any other Person with respect to its interests as such in the Aircraft and shall expressly provide that all of the provisions thereof, except the limits of liability, shall operate in the same manner as if there were a separate policy covering each insured. Each policy shall provide that rights of subrogation are waived against Secured Party. Any Aircraft that is missing and unreported for 60 days following the commencement of a flight shall be considered as having been destroyed. All payments under insurance policies shall be made in U.S. Dollars.

(d) Debtor shall deliver to Secured Party, promptly upon request of Secured Party, the originals of all insurance policies, or certificates thereof, with respect to any of the Aircraft which Debtor is required to maintain pursuant to clause (a) above, together with evidence as to the payment of all premiums then due thereon.

(e) Within 30 days after the end of each calendar year, Debtor shall furnish to Secured Party a certificate certifying that the insurance policies required to be maintained pursuant to clause (a) above are maintained and are in full force and effect and all premiums due thereon have been paid in full and stating the premiums, if any, which are payable within 1 year of the date of such certificate. Debtor shall advise Secured Party in writing (i) promptly of any default in the payment of any premiums and of any other act or omission on the part of Debtor that might invalidate or render unenforceable any such insurance, (ii) promptly of any notice or other communication received from any such insurer by which such insurer indicates that it has suspended or terminated, or may seek to suspend or terminate, any such insurance, and (iii) at least 30 days prior thereto, the termination of any such insurance by reason of Debtor's failure to renew such insurance.

(f) If Debtor should, for any reason, fail to renew or cause to be renewed any policy of insurance required by this Agreement, Secured Party shall have the option (but shall not be under any obligation) to pay the premiums on any such policy, or to take out new insurance in such amounts, types, coverages and terms as Secured Party may determine to be prudent, and any sums paid therefor shall constitute part of the Obligations, shall be payable to Debtor to Secured Party on demand, and shall be secured by all of the Aircraft.

(g) Debtor shall not use or permit any of the Aircraft to be used in any manner or for any purposes excepted from or contrary to the requirements of any insurance policy or policies required to be carried and maintained under this Agreement or the Loan Agreement or for any purpose excepted or exempted from or contrary to said insurance policies, or do any other act or permit anything to be done that could reasonably be expected to invalidate or limit recovery under any such insurance policy.

(h) Debtor hereby assigns to Secured Party any and all monies including, without limitation, proceeds of insurance and returns of unearned premiums) that may become due under any policies insuring the Aircraft and all awards payable in connection with the condemnation, requisition or seizure of the Aircraft, and directs the insurance company issuing such policy or agency making such award to make payment thereof directly to Secured Party, as its interest may appear. Secured Party may, in its sole discretion, apply any insurance monies or awards so received to the cost of repairs to the

Aircraft or to the payment of the Obligations, in any order Secured Party may determine, whether or not due.

7. Miscellaneous.

7.1 Amendment; Entire Agreement. This Agreement cannot be amended, modified or supplemented except by an agreement in writing signed by the party or parties against whom enforcement of any waiver, change, amendment, modification or discharge is sought. Except as expressly indicated to the contrary herein, this Agreement constitutes the entire agreement of the parties hereto with respect to the matters dealt with herein.

7.2 Notices. Except as otherwise provided herein, all notices and other communications required or permitted hereunder shall be made in accordance with Section 11.1 of the Loan Agreement.

7.3 Waivers, Consents. The Debtor does hereby (i) consent to all extensions, increases and renewals of the indebtedness that is subject to the Loan Agreement; (ii) consent to the addition, release or substitution of any person other than the Debtor liable on any portion of such indebtedness; (iii) waive all demands, notices and protests of any action taken by the Secured Party pursuant to this Agreement or in connection with such indebtedness; and (iv) consent to any substitutions for, exchanges of or releases of the Collateral or any portion thereof.

7.4 Survival of Representations and Warranties. All representations and warranties of the Debtor contained herein or made in writing by the Debtor in connection herewith shall continue and shall survive the execution and delivery of this Agreement.

7.5 Successors and Assigns. All covenants and agreements in this Agreement made by the Debtor and the Secured Party shall inure to the benefit of, and shall be binding upon, the Secured Party and the Debtor and their respective successors and assigns, whether so expressed or not.

7.6 Descriptive Headings. The description headings of the several paragraphs of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

7.7 Governing Law. This Agreement is executed and delivered in the State of Georgia, and except insofar as the law of another state or jurisdiction may be mandatorily applicable, shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of said State.

7.8 Exhibits. Any exhibits and schedules attached hereto are incorporated herein for all purposes and shall be considered a part of this Agreement.

7.9 Severability. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

7.10 Counterparts. This Agreement may be executed in multiple counterparts, each of which when duly executed and delivered shall be an original, but such counterparts shall together constitute but one and the same instrument. Counterparts of this Agreement may be delivered by facsimile or other electronic transmission and the effectiveness of this Agreement and the signatures

hereon shall, subject to applicable law, have the same force and effect as manually signed originals and shall be binding on all parties thereto.

[Remainder of page intentionally left blank; signatures begin on following page.]

IN WITNESS WHEREOF, the Debtor has executed and delivered this Agreement under seal to and in favor of the Secured Party as of the date first set forth above.

AIRNET SYSTEMS, INC.

By: 

Fred deLeeuw, Chief Financial Officer

[SEAL]

ACCEPTED BY:

ALOSTAR BANK OF COMMERCE

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Debtor has executed and delivered this Agreement under seal to and in favor of the Secured Party as of the date first set forth above.

AIRNET SYSTEMS, INC.

By: _____
Fred deLeeuw, Chief Financial Officer

[SEAL]

ACCEPTED BY:

ALOSTAR BANK OF COMMERCE

By: _____
Name: Susan Hall
Title: Managing Director

CAR COPY

SCHEDULE A

Airframes and Engines

[See attached]

SCHEDULE A

<u>AIRFRAMES</u>					
Manufacturer and Model	Year	FAA Reg Number	Serial Number	FA System Number	IR Description
BEECH BARON 58	1977	N17708	TH-813	4868	
BEECH BARON 58	1980	N36673	TH-1143	4869	
BEECH BARON 58	1982	N36901	TH-1173	4870	
BEECH BARON 58	1980	N140S	TH-1155	4872	
BEECH BARON 58	1972	N1653W	TH-252	4873	
BEECH BARON 58	1972	N1814W	TH-287	4874	
BEECH BARON 58	1981	N1847F	TH-1291	4875	
BEECH BARON 58	1981	N1859K	TH-1299	4876	
BEECH BARON 58	1978	N2027V	TH-965	4877	
BEECH BARON 58	1979	N2064V	TH-1004	4878	
BEECH BARON 58	1974	N26CC	TH-136	4880	
BEECH BARON 58	1982	N297AT	TH-1349	4882	
BEECH BARON 58	1973	N33DK	TH-372	4883	
BEECH BARON 58	1971	N33WC	TH-170	4884	
BEECH BARON 58	1980	N3695V	TH-1183	4886	
BEECH BARON 58	1980	N3703Q	TH-1189	4887	
BEECH BARON 58	1973	N400RP	TH-319	4888	
BEECH BARON 58	1974	N456WW	TH-444	4889	
BEECH BARON 58	1972	N58WA	TH-201	4892	
BEECH BARON 58	1983	N6573K	TH-1369	4893	
BEECH BARON 58	1980	N65FS	TH-1084	4894	
BEECH BARON 58	1980	N6758C	TH-1080	4896	
BEECH BARON 58	1973	N696BD	TH-352	4995	
BEECH BARON 58	1973	N78DM	TH-281	4897	
BEECH BARON 58	1973	N78RE	TH-371	4996	
BEECH BARON 58	1974	N858LG	TH-518	4997	
BEECH BARON 58	1982	N882MT	TH-1343	4898	
BEECH BARON 58	1972	N9044V	TH-216	4899	
BEECH BARON 58	1971	N9189Q	TH-148	4900	
BEECH BARON 58	1973	N95BB	TH-333	4902	

Manufacturer and Model	Year	FAA Reg Number	Serial Number	FA System Number	IR Description
CESSNA CARAVAN 208B	2001	N102AN	208B0906	5035	"CESSNA" model "208B" with manufacturer's serial number "208B0906"
CESSNA CARAVAN 208B	2001	N103AN	208B0928	5036	"CESSNA" model "208B" with manufacturer's serial number "208B0928"
CESSNA CARAVAN 208B	2002	N106AN	208B0917	5039	"CESSNA" model "208B" with manufacturer's serial number "208B0917"

Manufacturer and Model	Year	FAA Reg Number	Serial Number	FA System Number	IR Description
PIPER CHIEFTAIN PA-31-350	1981	N22427	31-8152065	4976	"PIPER" model "PA-31-350" with manufacturer's serial number "31-8152065"
PIPER CHIEFTAIN PA-31-350	1980	N35584	31-8052076	4979	"PIPER" model "PA-31-350" with manufacturer's serial number "31-8052076"
PIPER CHIEFTAIN PA-31-350	1981	N40919	31-8152162	4980	"PIPER" model "PA-31-350" with manufacturer's serial number "31-8152162"
PIPER CHIEFTAIN PA-31-350	1980	N106TG	31-8052002	4981	"PIPER" model "PA-31-350" with manufacturer's serial number "31-8052002"
PIPER CHIEFTAIN PA-31-350	1980	N3587P	31-8052120	4985	"PIPER" model "PA-31-350" with manufacturer's serial number "31-8052120"
PIPER CHIEFTAIN PA-31-350	1980	N3590D	31-8052144	4986	"PIPER" model "PA-31-350" with manufacturer's serial number "31-8052144"
PIPER CHIEFTAIN PA-31-350	1981	N4079Y	31-8152079	4987	"PIPER" model "PA-31-350" with manufacturer's serial number "31-8152079"
PIPER CHIEFTAIN PA-31-350	1981	N42HD	31-8152031	4988	"PIPER" model "PA-31-350" with manufacturer's serial number "31-8152031"
PIPER CHIEFTAIN PA-31-350	1981	N4UE	31-8152061	4989	"PIPER" model "PA-31-350" with manufacturer's serial number "31-8152061"
PIPER CHIEFTAIN PA-31-350	1981	N525AA	31-8052111	4990	"PIPER" model "PA-31-350" with manufacturer's serial number "31-8052111"
PIPER CHIEFTAIN PA-31-350	1981	N711LH	31-8152174	4991	"PIPER" model "PA-31-350" with manufacturer's serial number "31-8152174"
PIPER CHIEFTAIN PA-31-350	1980	N35871	31-8052123	4992	"PIPER" model "PA-31-350" with manufacturer's serial number "31-8052123"

Manufacturer and Model	Year	FAA Reg Number	Serial Number	FA System Number	IR Description
GATES LEAR JET 35	1976	N1140A	35-045	4950	"LEARJET" model "LEARJET 35" with manufacturer's serial number "045"
GATES LEARJET CORP. 35A	1979	N122JW	217	4951	"LEARJET" model "LEARJET 35A" with manufacturer's serial number "217"
GATES LEARJET CORP. 35A	1976	N15WH	085	4953	"LEARJET" model "LEARJET 35A" with manufacturer's serial number "085"
GATES LEARJET CORP. 35A	1978	N27BL	163	4956	"LEARJET" model "LEARJET 35A" with manufacturer's serial number "163"
LEARJET INC. 35A	1980	N31WR	313	4958	"LEARJET" model "LEARJET 35A" with manufacturer's serial number "313"
GATES LEARJET CORP. 35A	1977	N400JE	120	4959	"LEARJET" model "LEARJET 35A" with manufacturer's serial number "120"
GATES LEARJET CORP. 35A	1977	N56EM	144	4963	"LEARJET" model "LEARJET 35A" with manufacturer's serial number "144"
GATES LEARJET CORP. 35A	1979	N64CP	264	4965	"LEARJET" model "LEARJET 35A" with manufacturer's serial number "264"
GATES LEARJET CORP. 35A	1976	N81FR	081	4971	"LEARJET" model "LEARJET 35A" with manufacturer's serial number "081"
LEARJET INC. 35A	1976	N88BG	35-090	4972	"LEARJET" model "LEARJET 35A" with manufacturer's serial number "090"
LEARJET INC. 35A	1980	N474AN	295	4974	"LEARJET" model "LEARJET 35A" with manufacturer's serial number "295"
GATES LEAR JET 35	1976	N959SA	076	4975	"LEARJET" model "LEARJET 35A" with manufacturer's serial number "076"

ENGINES (each of which is capable of producing 550 or more rated takeoff horsepower or its equivalent)

Manufacturer and Model	Serial Number	IR Description
Garrett AiResearch TFE731-2-2B	P74303	"HONEYWELL" model "TFE731 Series" with manufacturer's serial number "P74303"
Garrett AiResearch TFE731-2-2B	P74898	"HONEYWELL" model "TFE731 Series" with manufacturer's serial number "P74898"
Garrett AiResearch TFE731-2-2B	P74523	"HONEYWELL" model "TFE731 Series" with manufacturer's serial number "P74523"
Garrett AiResearch TFE731-2-2B	P74639	"HONEYWELL" model "TFE731 Series" with manufacturer's serial number "P74639"
Garrett AiResearch TFE731-2-2B	P74235	"HONEYWELL" model "TFE731 Series" with manufacturer's serial number "P74235"
Garrett AiResearch TFE731-2-2B	P74633	"HONEYWELL" model "TFE731 Series" with manufacturer's serial number "P74633"
Garrett AiResearch TFE731-2-2B	P74477	"HONEYWELL" model "TFE731 Series" with manufacturer's serial number "P74477"
Garrett AiResearch TFE731-2-2B	P74505	"HONEYWELL" model "TFE731 Series" with manufacturer's serial number "P74505"
Garrett AiResearch TFE731-2-2B	P74314	"HONEYWELL" model "TFE731 Series" with manufacturer's serial number "P74314"
Garrett AiResearch TFE731-2-2B	P89305	"HONEYWELL" model "TFE731 Series" with manufacturer's serial number "P89305"
Garrett AiResearch TFE731-2-2B	P74236	"HONEYWELL" model "TFE731 Series" with manufacturer's serial number "P74236"
Garrett AiResearch TFE731-2-2B	P74724	"HONEYWELL" model "TFE731 Series" with manufacturer's serial number "P74724"
Garrett AiResearch TFE731-2-2B	P74300	"HONEYWELL" model "TFE731 Series" with manufacturer's serial number "P74300"

		number "P74300"
Garrett AiResearch TFE731-2-2B	P74517	"HONEYWELL" model "TFE731 Series" with manufacturer's serial number "P74517"
Garrett AiResearch TFE731-2-2B	P74838	"HONEYWELL" model "TFE731 Series" with manufacturer's serial number "P74838"
Garrett AiResearch TFE731-2-2B	P74840	"HONEYWELL" model "TFE731 Series" with manufacturer's serial number "P74840"
Garrett AiResearch TFE731-2-2B	P74732	"HONEYWELL" model "TFE731 Series" with manufacturer's serial number "P74732"
Garrett AiResearch TFE731-2-2B	P74423	"HONEYWELL" model "TFE731 Series" with manufacturer's serial number "P74423"
Garrett AiResearch TFE731-2-2B	P74242	"HONEYWELL" model "TFE731 Series" with manufacturer's serial number "P74242"
Garrett AiResearch TFE731-2-2B	P74402	"HONEYWELL" model "TFE731 Series" with manufacturer's serial number "P74402"
Garrett AiResearch TFE731-2-2B	P74329	"HONEYWELL" model "TFE731 Series" with manufacturer's serial number "P74329"
Garrett AiResearch TFE731-2-2B	P74404	"HONEYWELL" model "TFE731 Series" with manufacturer's serial number "P74404"
Garrett AiResearch TFE731-2-2B	P74550	"HONEYWELL" model "TFE731 Series" with manufacturer's serial number "P74550"
Garrett AiResearch TFE731-2-2B	P74906	"HONEYWELL" model "TFE731 Series" with manufacturer's serial number "P74906"
Pratt & Whitney PT6A-114A	PCE-PC0892	"PRATT & WHITNEY CANADA" model "PT6A SERIES" with manufacturer's serial number "PC0892"
Pratt & Whitney PT6A-114A	PCE-PC0968	"PRATT & WHITNEY CANADA" model "PT6A SERIES" with manufacturer's serial number "PC0968"
Pratt & Whitney PT6A-114A	PCE-PC0928	"PRATT & WHITNEY CANADA" model "PT6A SERIES" with manufacturer's serial number "PC0928"

SCHEDULE B

Spare Parts Locations

[See attached]

SCHEDULE B

Addresses	Type of Spare Parts
7250 Star Check Drive, Columbus, OH 43217	All Parts and Spare Parts for Beech Baron 58, Cessna Caravan 208B, Piper Chieftain PA-31-350, and Learjet 35 and 35A being maintained by or on behalf of Airnet Systems, Inc. at such location.
545 Beechcraft, Hangar 10, Chesterfield, MO 63005	All Parts and Spare Parts for Beech Baron 58, Cessna Caravan 208B, Piper Chieftain PA-31-350, and Learjet 35 and 35A being maintained by or on behalf of Airnet Systems, Inc. at such location.
111 Charles Lindbergh Drive, Teterboro, NJ 07608	All Parts and Spare Parts for Beech Baron 58, Cessna Caravan 208B, Piper Chieftain PA-31-350, and Learjet 35 and 35A being maintained by or on behalf of Airnet Systems, Inc. at such location.
4243 East lake Blvd., Birmingham, AL 35217	All Parts and Spare Parts for Beech Baron 58, Cessna Caravan 208B, Piper Chieftain PA-31-350, and Learjet 35 and 35A being maintained by or on behalf of Airnet Systems, Inc. at such location.
5400 Airport Dr., Charlotte, NC 28208	All Parts and Spare Parts for Beech Baron 58, Cessna Caravan 208B, Piper Chieftain PA-31-350, and Learjet 35 and 35A being maintained by or on behalf of Airnet Systems, Inc. at such location.
83 Nilson Way, Orlando, FL 32803	All Parts and Spare Parts for Beech Baron 58, Cessna Caravan 208B, Piper Chieftain PA-31-350, and Learjet 35 and 35A being maintained by or on behalf of Airnet Systems, Inc. at such location.
Firehouse Rd. Hangar 85-205, Windsor Locks, CT 06096	All Parts and Spare Parts for Beech Baron 58, Cessna Caravan 208B, Piper Chieftain PA-31-350, and Learjet 35 and 35A being maintained by or on behalf of Airnet Systems, Inc. at such location.

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