

REMINDER MEMO

➤ **AVOID ERRORS — PUT IT IN WRITING** ◀

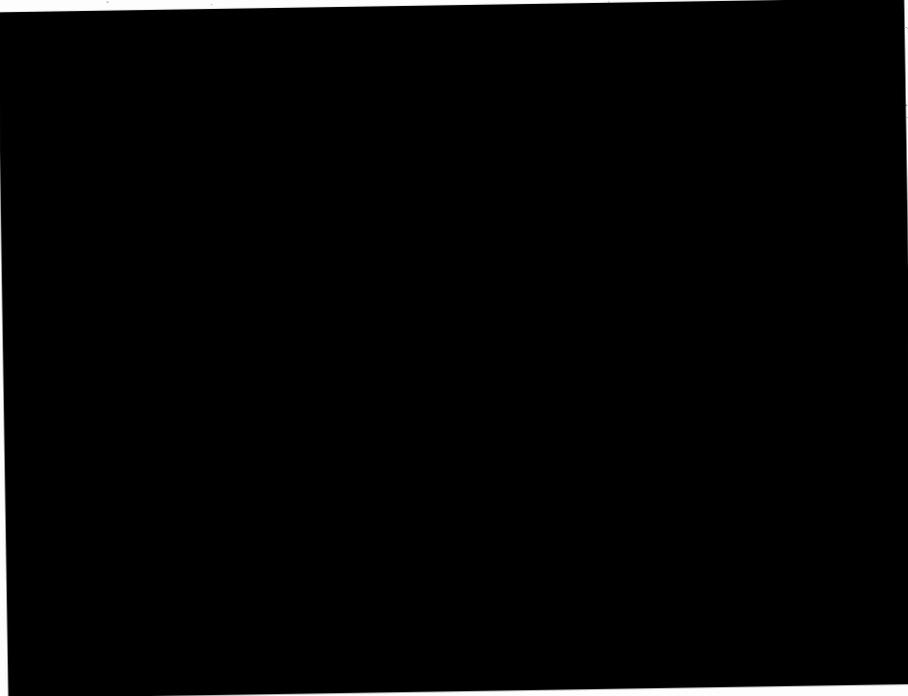
DATE 7/24/85

WORK ORDER

TO:
AAC-252, 254 & 256

ROUTING SYMBOL

SUBJECT:
Certificates of Repossession



SIGNATURE

A handwritten signature in cursive script, appearing to read "Agnes", is written over the signature line.

Agnes M. Jones

ROUTING SYMBOL

AAC-251



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

Mike Monroney
Aeronautical Center

P.O. Box 25082
Oklahoma City, Oklahoma 73125

July 5, 1985

Preston G. Gaddis II, Esq.
Crowe and Dunlevy
1800 Mid-America Tower
20 North Broadway
Oklahoma City, OK 73102

Re: Aircraft N2707T and N600CP

Dear Mr. Gaddis:

Your letter of February 13, 1985, transmitted proposed Certificates of Repossession, which among other things, disclaimed any ownership interest in the aircraft repossessed, and suggested that the repossessor does not divest the debtor of title unless and until the aircraft are sold by the repossessor. The letter suggested that the aircraft remain registered in the name of the debtor, which would allow continued operation of the aircraft until disposition by the repossessor.

Our letter of March 4, 1985, agreed that under UCC 9-505, the repossessor does not acquire title by its act of repossession, but that he does acquire the power to transfer all the debtor's rights in the aircraft to his purchaser upon sale. We then expressed our reservations about the debtor being divested of such indicia of ownership as to cancel aircraft registration by operation of law. This aspect of the opinion we have now changed. We are satisfied that under the UCC and the bankruptcy laws of the United States, that upon repossession, the debtor nevertheless retains sufficient ownership rights in the aircraft to continue registration in his name, and thus continue aircraft registration. To the extent this letter is inconsistent with our letter of March 4, that letter is rescinded, and this letter supersedes it.

We understand that after repossession, the debtor not only retains the rights of redemption, but also remains the owner until disposition by the repossessor. If you have not already done so, you may submit the proposed Certificates of Repossession on these aircraft, which should be duly recorded.

Sincerely,


Joseph R. Standell
Aeronautical Center Counsel

ADDENDUM

for the purpose of exercising its rights as a secured creditor under Article 9 of the Uniform Commercial Code. It is the intention of the undersigned to sell, lease or otherwise dispose of said aircraft in accordance with the provisions of Section 9-504, Uniform Commercial Code, under which disposition of the aircraft by a secured party after default will transfer to a purchaser for value all of the debtor's rights in said aircraft, will discharge the security interest under which disposition is made and any security interest or lien subordinate to the security interest of the undersigned. Since the Uniform Commercial Code, Article 9, authorizes the secured party to exercise a power of sale, but does not provide that the secured party by the act of repossession will divest the debtor of title, the secured party does not by filing this certificate request registration for itself. It is the intention of the secured party after sale, lease or other disposition to notify the Federal Aviation Agency of the name of the buyer and provide an appropriate notice of the discharge of junior liens and necessary information for registration of the aircraft in the name of the buyer.

A handwritten signature in black ink, appearing to be "J. J. J.", located at the bottom center of the page.