



U.S. Department
of Transportation

Federal Aviation
Administration

Mike Monroney
Aeronautical Center

P.O. Box 25082
Oklahoma City, Oklahoma 73125

August 13, 1992

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

Dear Mr. Gaddis:

Aircraft N936MA, N937MA, N938MA and N939MA

By letter dated July 24, 1992, you requested that we forward an Affidavit furnished by you, to the FAA Aircraft Registry along with our determination that the previously filed Aircraft Bills of Sale are recordable because Twin Otter Limited has been in continuous existence from the date of its organization and remained the owner of the subject aircraft from the date of their acquisition to the date of their sale.

It is our opinion that the Bill of Sale from Twin Otter, Ltd. to Air Cargo Carriers, Inc. dated April 29, 1992, is recordable as a conveyance defined in Section 101(20) of the Federal Aviation Act of 1958, as amended (the Act). The continuous existence of Twin Otter Limited from the date of its organization, is a matter to be determined under State laws and the FAA declines to make such a determination. For purposes of registration, it is our opinion that Twin Otter Ltd., a general partnership, was formed by agreement on December 1, 1976, and we have seen no evidence that it has ever been terminated under the appropriate Texas statutes and therefore, conclude that it is still in existence.

The Agreement of Partnership of Twin Otter, Ltd., dated December 1, 1976, indicates that the partnership was formed pursuant to the provisions of the Texas Uniform Partnership Act, Article 6132b, Tex. Rev. Civ. Stats. Ann. (1961). Because the partnership was formed under that Act, it is our opinion that its conduct of business, including termination, must also be completed under the terms of that Act. We have not been furnished with evidence that Twin Otter, Ltd., a general partnership, has been dissolved, with a winding up of business, and termination. (see Article 6132b, Tex. Rev. Civ. Stats. Ann., Sections 29 et seq.)

Accordingly, we conclude that Twin Otter, Ltd., a general partnership, is still in existence and absent intervening

conveyances, was the registered owner of the aircraft until that Bill of Sale dated April 29, 1992, to Air Cargo Carriers, Inc. was delivered.

We offer no opinion on the effect of the August 15, 1979, Agreement of Limited Partnership and the March 13, 1985, Amendment and Restatement of Partnership Agreement of Twin Otter Limited executed by certain members of Twin Otter Limited, a limited partnership.

Section 47.13(e) of Title 14, Code of Federal Regulations only requires the signature of a general partner on an Application For Aircraft Registration. All partners are not required to sign the application. By analogy and because the Regulations do not speak to signature requirements for partnership on conveyances it is our position that the partnership agreement controls. Paragraph 4.1 of the Agreement of Partnership gives general administrative and management of the partnership to J.L. Seaborn and E.A. Henderson, with each partner authorized to take such acts and do such things as the ordinary course of business shall require.

Additionally, Section 49.17(c) of the Regulations states that "the validity of any instrument, eligible for recording under this part, is governed by the laws of the State, . . ., in which the instrument was delivered . . ."

Accordingly, it is our opinion that the signatures of all of the partners of Twin Otter Limited are not required on the Bill of Sale to Air Cargo Carriers, Inc.

The effect and precedential value of this opinion is limited to the present situation.

Sincerely,

Joseph R. Standell
Assistant Chief Counsel



By: Michael R. Burton
General Attorney

bd
CONCURRENCES *N.W.*
ROUTING SYMBOL

INITIALS/SIGNATURE

DATE

ships has brought to opinion as to whether partner in a change for registration a memorandum dated which addressed the sponse to that

r aircraft registered "Twin Otter Limited". lstered, the names of ey have now sold the ral partners, both of and one of these ale as "partner". An tates that three of the ee attachment #2.)

as a break in the evidence of ownership partnership of two, tners to the remaining going partners, and we receive a response rwise. (The

examination guidelines dated December 6, 1973, required a "transfer conveyance from the old partners to the new partners". The current guidelines and regulations are silent on the matter.)

We would appreciate a general opinion which would apply not only to this case but to similar cases in the future. Specifically, in a case such as the one identified above, should we require:

- a. Evidence of ownership from the partnership of five to the partnership of two? Or,
- b. Disclaimers from the outgoing partners? Or,

c. Affidavit executed by one of the **original** partners that other original partners have withdrawn? Or,

d. Nothing, if the partnership name remains the same and the bill of sale is signed by one of the original partners.

At the request of Crowe and Dunlevy, we are withholding further action on these aircraft pending receipt of your reply, or their submission of either bills of sale or disclaimers.

Original Signed by
James E. Henderson

James E. Henderson

2 Attachments

cc:
AVN-450
AVN-451

AVN-451:NWALKUP:nlw:3284:6/4/92

attach #1

ACTION: Impact of Withdrawal or Admission of Partner(s) on Registration and Recordation

June 29, 1983

Original signed by:

Joseph R. Standell Joseph R. Standell
Aeronautical Center Counsel, AAC-7

Irene Howie
Acting Assistant Chief Counsel, AGC-7

The Aircraft Registry has asked for our opinion concerning the following situation:

Star Associates, a general partnership consisting of partners A, B, C, and D, makes application for, and is issued an aircraft registration certificate. D signs the application as general partner. (See 47.13(e).)

Thereafter, the Registry receives a chattel mortgage for recordation. The mortgage reflects that the mortgagor is Star Associates, consisting of partners B, C, D, and E. (Note A has dropped out and E has been added.)

Initially, it would appear that eligibility for recording of the chattel mortgage is not affected by the change in identity of the partners. (See 49.33.) However, is the Registry on notice concerning a possible change of ownership of the aircraft which might invalidate registration under Section 47.41(a)(4)?

68 C.J.S. Partnership Section 347 provides, "A change in the personnel of a partnership, as where a member of the firm withdraws or a new member is admitted, dissolves the partnership, unless the partnership agreement provides otherwise."

Section 31 of the Uniform Partnership Act provides that dissolution (without violation of the agreement between the partners) is caused, inter alia, by the express will of any partner (Sec. 31(1)(b)) and by death unless the partnership agreement provides otherwise (Sec. 31(4)).

The situation becomes more acute when Star Associates sells the aircraft and shows B, C, D, and E as sellers on the Aircraft Bill of Sale. Must Star Associates, consisting of B, C, D, and E, submit a conveyance from the last registered owner, Star Associates consisting of A, B, C, and D? (Reference Section 47.35(a)(2).)

The situation becomes even more acute in the case of the withdrawal of a partner from a two person partnership. Clearly the remaining individual is no longer in partnership. Is that situation different in kind or only in degree vis-a-vis the four person partnership?

Thus far, it appears that we have largely ignored or refused to consider the possible impact of changes in partnership identity on registration or recordation determinations. Viewed from the legal standpoint, it may be that changes in partnership composition result in a change of ownership which invalidates registration.

Your erudite views will be anxiously awaited.

cc:

AGC-200

AGC-100

AAC-250

AAC-251 (A. Jones)

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

0001961

AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF \$1.00 & THE
UNDERSIGNED OWNER(S) OF THE FULL LEGAL
AND BENEFICIAL TITLE OF THE AIRCRAFT DES-
CRIBED AS FOLLOWS:

UNITED STATES
REGISTRATION NUMBER **N N937MA**
AIRCRAFT MANUFACTURER & MODEL
SHORTS USD 330
AIRCRAFT SERIAL No.
SH 3040

DOES THIS **29th** DAY OF **APRIL**, 19 **92**,
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.)

Air Cargo Carriers, Inc.
4840 S. Howell Ave.
Milwaukee, WI 53207

DEALER CERTIFICATE NUMBER **SUCCESSORS**

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

IN TESTIMONY WHEREOF **We** HAVE SET ~~our~~ HAND AND SEAL THIS **29th** DAY OF **April**, 19**92**.

	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
SELLER	Twin Otter, Ltd.	<i>[Signature]</i>	Partner
	a partnership of Edmond A. Henderson,	<i>[Signature]</i>	J.L. Seaborn

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

ORIGINAL: TO FAA

AFFIDAVIT

STATE OF TEXAS)

COUNTY OF GALVESTON)

ss.

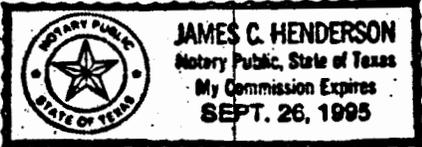
The undersigned, being duly sworn, deposes and says that:

1. I am one of the two general partners of Twin Otter Limited (the "Partnership").
2. The only other general partner of the Partnership is J. L. Seaborn ("Seaborn").
3. At one time three individuals in addition to Seaborn and the undersigned were general partners in the Partnership, namely Doyle A. Graham, Frank P. Horlock and James C. Shindler (the "Former Partners").
4. The Former Partners have withdrawn from the Partnership and have no present interest in the Partnership.
5. Since the date of its organization on 12-1-76, the Partnership has been a Texas general partnership, notwithstanding certain erroneous statements contained in instruments filed with the Federal Aviation Administration stating that the Partnership was a Texas limited partnership.
6. Subsequent to their dates of acquisition by the Partnership, the Shorts model SD-3-30 aircraft with manufacturer's serial numbers SH3036, SH3040, SH3046 and SH3047 and United States nationality and registration marks N936MA, N937MA, N938MA and N939MA, respectively, have been and are on the date hereof owned by the Partnership.

Edmond A. Henderson
 EDMOND A. HENDERSON

Sworn to before me this 28 day of April, 1992.

James C. Henderson
 Notary Public



FORM APPROVED DMS NO. 04-00078
 FEB 14 1980

UNITED STATES OF AMERICA
 DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION
 AIRCRAFT REGISTRATION APPLICATION 022238 3-1
 UNITED STATES REGISTRATION NUMBER N-936 MA
 AIRCRAFT MANUFACTURER & MODEL SHORT BROTHERS LIMITED SD3-30 VARIANT 200
 AIRCRAFT SERIAL No. SH-3036
 FOR FAA USE ONLY

TYPE OF REGISTRATION (Check one box)
 1. Individual 2. Partnership 3. Corporation 4. Co-Owner 5. Gov't.

NAME OF APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.)
 TWIN OTTER LTD, a partnership with
 J. L. Seaborn, E. A. Henderson,
 Doyle A. Graham, Frank Horlock
 and James Shindler as general partners

ADDRESS (Permanent mailing address for first applicant listed.)
 Number and street: 16200 OLD GALVESTON RD.
 Rural Route: P. O. Box: 58608
 CITY HOUSTON STATE TEXAS ZIP CODE 77058

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 that the above described aircraft (1) is owned by the undersigned applicant(s), who is/are citizen(s) of the United States as defined in Sec. 101(13) of the Federal Aviation Act of 1958; (2) is not registered under the laws of any foreign country; and (3) 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.

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.	SIGNATURE	TITLE	DATE
	<i>J. L. Seaborn</i>	PARTNER	11/28/79
	J. L. SEABORN	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 FAAK copy of this application must be carried in the aircraft.

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UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION

AIRCRAFT BILL OF SALE

0 0 0 0 0 2 2 3 7 2-1

FOR AND IN CONSIDERATION OF \$ 100VC THE
UNDERSIGNED OWNER(S) OF THE FULL LEGAL
AND BENEFICIAL TITLE OF THE AIRCRAFT DES-
CRIBED AS FOLLOWS:

UNITED STATES
REGISTRATION NUMBER N 936 MA

AIRCRAFT MANUFACTURER & MODEL
Short Brothers Model SD3-30

AIRCRAFT SERIAL No.
SH 3036

DOES THIS 27 DAY OF NOV., 19
HEREBY SELL, GRANT, TRANSFER AND
DELIVER ALL RIGHTS, TITLE, AND INTEREST
IN AND TO SUCH AIRCRAFT UNTO:

Dec 7 9 46 AM '79
22298
Do Not Write In This Block
FOR FAA USE ONLY
COMMERCIAL
FEDERAL AVIATION
ADMINISTRATION

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

PURCHASER

Twin Otter Limited, a partner-ship with J. L. Seaborn,
16200 Old Galveston Road
Houston
Texas 77058
USA
E. Henderson, Doyle
A. Graham, Frank Horlock
and James Shindler as
general partners

DEALER CERTIFICATE NUMBER SUCCESSORS

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

IN TESTIMONY WHEREOF we HAVE SET our HAND AND SEAL THIS 28 DAY OF NOV 1979.

	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
SELLER	Short Brothers	<i>R. Shindler</i>	
	Limited		Secretary

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

ORIGINAL: TO FAA

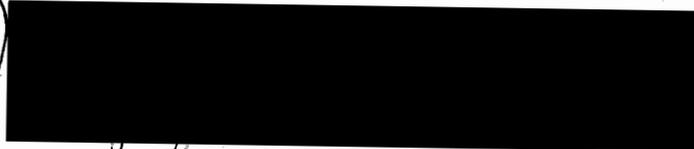
trade) name only." This tells the conveyance examiner to omit the partners' names leaving the partnership name as the name of the applicant to be keyed by our data conversion personnel. The second sentence states "A partnership is considered a legal entity and the partners act for the entity." This statement relates to the definition in the Uniform Partnership Act given in paragraph three above. The two sentences in the guidelines are separate thoughts, not a combination to imply that the "partnership name" is separate from the partners.

Conveyances filed subsequent to registration by a partnership should show the partnership name and be signed by one of the general partners identified with the original registration. Should a conveyance be signed by a partner who was not originally identified, the Registry will ask for documents to evidence the change of partners.

Examination of the record for North American NA-265-40, serial number 282-122, N49JW, shows that we should have accepted the documents as submitted on April 1, 1987. A certificate of registration has now been issued effective April 27, 1987, in the name of WSE, Inc., 7363 Cedar Springs, Dallas, Texas 75235.

Sincerely,

Original Signed by
James E. Henderson



James E. Henderson
Manager, Aircraft Registration Branch

AAC-250:AJones:bd:x2116:5/19/87

CONCURRENCES	
RTG. SYMBOL	
INITIALS/SIG.	
DATE	
RTG. SYMBOL	
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AERO RECORDS & TITLE CO.

POST OFFICE BOX 59935 WILL ROGERS WORLD AIRPORT OKLAHOMA CITY, OKLAHOMA 73159

(405) 239-2507

1-800-654-7202

Telex: 756523

April 22, 1987

Mr. Jim Henderson
Manager, Aircraft Registry

Re: Rockwell NA265-40 N40JW Serial No. 282-122

Dear Mr. Henderson:

Examination Guidelines: Appendix 9, Paragraph 2(a) states that when both a partnership name (business or trade name) and the names of general partners are shown, a partnership is considered a "legal entity" and the individual partners act for the "entity".

Do you consider the partnership trade name as a "legal entity" ONLY when there are no general partners' names listed as sellers on subsequent transfer documents?

If the partners change in a "legal entity" partnership from the time of registration to the time of an eventual transfer of ownership out of the "legal entity" partnership, must the change of partners be documented with the Registry?

It would seem to us that either you are registering the aircraft to individuals, together comprising a partnership, who may or may not use a trade name; or, you are registering to a partnership "legal entity" regardless of the individual identities of the partners.

We must get clarification on this matter, Mr. Henderson. You can see documents we filed on subject aircraft are in file rejected because our interpretation of the Guideline was that the "legal entity" was selling the aircraft (which bill of sale, by the way, is signed by three of the four partners to whom the aircraft was first registered).

Please respond, in writing, so we can pass your explanation along to our client.

Thank you.

Sincerely,

AERO RECORDS & TITLE CO.

Sharon Hoaglin
SHARON ROBERTS HOAGLIN
Manager
srh

FAA AIRCRAFT REGISTRY
CAMERA NO. *1N* DATE: *8-9-84*

FORM APPROVED OMB No. 04-R0076

14-1

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

AIRCRAFT REGISTRATION APPLICATION

TYPE OF REGISTRATION (Check one box) 1. Individual
 2. Partnership 3. Corporation 4. Co-Owner 5. Gov't.

0 1 0 2 9
CERT. ISSUE DATE

UNITED STATES
REGISTRATION NUMBER: **N 40JW**
AIRCRAFT MANUFACTURER & MODEL
Rockwell Sabreliner 40A
AIRCRAFT SERIAL No.
282-122

W 071577
REV 040582
FOR FAA USE ONLY

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

*Evan T. Barnett; Wayne J. Hilmer, James D. Burgoon,
Thomas A. Westrick, Jr., a general partnership
d/b/a Aircraft Investment Associates*

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: *P.O. Box 34089 11300 ROCKVILLE PIKE*

Rural Route: _____ P. O. Box: _____
CITY: **ROCKVILLE** STATE: **Maryland** ZIP CODE: **20852**
~~Netherland~~

CHECK HERE IF ADDRESS CHANGE

(No fee required for revised Certificates of Registration)

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 that the above described aircraft (1) is owned by the undersigned applicant(s), who is/are citizen(s) of the United States as defined in Sec. 101(13) of the Federal Aviation Act of 1958; (2) is not registered under the laws of any foreign country; and (3) legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.

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

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK	SIGNATURE	TITLE	DATE
	<i>Thomas A. Westrick, Jr.</i>	General Partner	May 20, 1977

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.

Federal Aviation Administration
Registration Branch
P.O. Box 25504
Oklahoma City, Oklahoma 73125

Re: Sabrelliner 40-A 5/A 282-122
N-40 JW

Gentlemen:

Be advised that I am the beneficial owner of a 25% interest, and a General Partner, of Aircraft Investment Association, the present registered owner of the above referenced aircraft.

Accordingly, I wish to advise you of my continued ownership of the aircraft, which ownership shall continue, until notified by me in writing that that such ownership interest is now terminated.

Sincerely,

James D. Burgoon
James D. Burgoon, Partner
11402 Hounds Way
Rockville, Maryland 20852

19-1

00000000664

JAMES D. BURGOON
11402 Hounds Way
Rockville, MD 20852

J 47823

CONVEYANCE
RECORDS

APR 15 2 21 PM '87

FEDERAL AVIATION
ADMINISTRATION

March 30, 1987

Aircraft Registry
Federal Aviation Administration
P.O. Box 25504
Oklahoma City, Oklahoma 73125

Reference: Sabreliner 40A; Serial Number 282-122;
Registration Number N40JW

Gentlemen:

The undersigned hereby releases and disclaims any and all purported claim, right, title or interest whatsoever in the above described aircraft, including without limitation any interest asserted by or arising out of a certain letter from the undersigned, dated July 20, 1979 and filed with the FAA Aircraft Registry.

Very truly yours,

JAMES D. BURGOON

I certify this to be a true and correct copy of the original document.
AERO RECORDS & TITLE CO.

By Sharon Hoach

J 4 7 9 0 1

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CONVEYANCE
RECORDS

APR 27 9 48 AM '87

FULL WARRANTY BILL OF SALE

FEDERAL AVIATION
ADMINISTRATION

FOR VALUE RECEIVED, AIRCRAFT INVESTMENT ASSOCIATES, a Maryland general partnership whose sole partners are Wayne J. Hilmer, Thomas A. Westrick, Jr. and Evan T. Barnett, (hereinafter "Owner") has bargained, sold, conveyed, and delivered and by these presents does hereby bargain, sell, convey, and deliver unto OMNI INTERNATIONAL CORPORATION (hereinafter "Purchaser") the following described aircraft:

Rockwell Sabreliner Model 40A
Serial Number 282-122; Registration Number N40JW;
Including Two Pratt & Whitney JT12A-8 Engines
Bearing Serial Numbers P673228 and P673230

TO HAVE AND TO HOLD the above described property unto the Purchaser, its successors and assigns, for its and their own use forever.

The Owner hereby warrants to Purchaser that it is the lawful owner of said property; that its transfer of title to the property and possession is rightful and that, upon delivery of this Bill of Sale, good and marketable title to said property will pass to Purchaser free and clear of all mortgages, leases, security interests, liens, claims, charges, demands and encumbrances whatsoever; and that the Owner shall defend title to the said property and indemnify the Purchaser against the claims of any person, firm or corporation whomsoever.

IN WITNESS WHEREOF, Owner has caused this Bill of Sale to be executed as of this 1st day of March, 1987.

AIRCRAFT INVESTMENT ASSOCIATES

By: [Signature]
Thomas A. Westrick, Jr.
General Partner

By: [Signature]
Wayne J. Hilmer
General Partner

By: [Signature]
Evan T. Barnett
General Partner

I certify this to be a true and correct copy of the original document.
AERO RECORDS & TITLE CO.

By: [Signature]



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

Memorandum

Subject: INFORMATION: Partnership situations

Date: March 1, 1984

Original Signed by
James E. Henderson

From: James E. Henderson
Manager, Aircraft Registration Branch, AAC-250

Reply to
Attn. of:

To: AAC-7

Reference is made to the partnership situations questionnaire of July 5, 1983, and your response dated January 13, 1984.

The following paragraphs of the Federal Aviation Regulations are quoted for reference purposes.

Paragraph 47.13(e)(1), (2), and (3) states: "When a partnership submits an Application for Aircraft Registration or a request for cancellation of a Certificate of Aircraft Registration, it must 1) State the full name of the partnership on the application or request; 2) State the name of each general partner on the application or request; and 3) Have a general partner sign the application or request."

Paragraph 49.13(b) states: "Paragraphs (b) through (f) of paragraph 47.13 of this chapter apply to a conveyance made by, or on behalf of, one or more persons doing business under a trade name, or by an agent, corporation, partnership, co-owner, or unincorporated association."

Question number one of the questionnaire refers to typical situation of registration and subsequent sale of aircraft. The applicants submit evidence of ownership and an application giving the partnership name and names of the general partners such as: Raymond J. Smith and John L. Mattson dba Sun Refining and Marketing Company. The certificate of registration is issued with the partnership name only. Many times when the aircraft are sold, the partnership name is not given as the seller on the bill of sale.

The original question was if the general partners sign, is the bill of sale acceptable without the trade name. Your answer was affirmative. However, the answer further stated that only one partner's signature is required to sell assets and that the partnership name is not required for transferring the aircraft title. It appears then that we should accept bills of sale that are signed by one partner without any further identification, such as in the example, a bill of sale may be signed by Raymond J. Smith with no partnership name and no identification as "partner." Is there no requirement to show the name of John L. Mattson as seller? Would this not appear to be a break in the chain of ownership? True, the regulation does not require "partner" to be shown; however, it does require the partnership name be shown.

When is the partnership name required (or not required) in order to make the sale or mortgage of an aircraft effective on behalf of the partnership?

We were of the impression that if the partnership name were present, any one of the general partners identified on the application for registration could sign to sell or mortgage. If the partnership name were not present, we believed that all of the general partners must sign bills of sale or security instruments.

Question two is another prime example of data added to applications and conveyances not only on partnerships but on all other types of registration. Persons show such things as farmer, mechanic, professional skier, husband, wife, CPA, doctor, DVM, etc. on applications and conveyances for registration and/or recordation. We have never felt that a person's status or occupation had any effect on the type of registration.

Paragraph 501.5(c), Regulations of the Administrator, dated September 19, 1960, copy attached, states "Where one partner signs for the entire partnership, the person signing shall indicate that he is signing on behalf of the partnership by showing the word "partner" beneath his signature." Paragraph 47.13(d)(3), Federal Aviation Regulations, that went into effect August 18, 1964, states "An application made for a partnership must show the full name of the partnership and the names of all of the general partners, and have the word "partner" following the signature of the person who signs for it." Paragraph 47.13(e), Federal Aviation Regulations, Change 3, effective June 1, 1967, copy attached, deleted the requirement for the word "partner" to follow signatures.

Since the word "Editor" is considered insignificant for registration purposes, why would the bill of sale be insufficient since regulations no longer require an identified general partner to show "partner" with his signature? Since, in the example, Gene Ross had been identified as a general partner when the aircraft was originally registered, why would he not have the authority to transfer assets of the partnership regardless of his job function identification.

Is a "liquidating partner" appointed by court? Or, may the general partners appoint one of themselves to liquidate the assets of the partnership? In the latter case, is the appointment acceptable with the signature of one of the general partners?

We understand that upon the death or retirement of one of the general partners, the surviving partner or partners may continue the business without a legal representative of the deceased partner and without a settlement with the retired partner. A retired partner or the legal representative of a deceased partner is entitled to have the value of his interest as of the date of the dissolution, subject to the creditors of the dissolved partnership. Please verify that the Registry may accept the signature of "surviving partner" without any further evidence of his authority.

If a reply has been received to the memo dated June 29, 1983, from AAC-7 to AGC-7, we would be interested in its discussion on partnerships.

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meets the applicable requirements of Part 503 of this chapter, executed by the officer, sheriff, auctioneer, or other person responsible for the conduct of such sale.

(iv) Where the applicant for registration purchased the aircraft at a judicial sale or a sale to satisfy a lien, he shall submit as proof of his ownership a bill of sale from the officer, sheriff, auctioneer, or other person responsible for the conduct of such sale, which document shall state that the sale was conducted in accordance with the pertinent local laws.

(v) In any case where the title to an aircraft has been in controversy and ownership has been determined by a court, the applicant for registration shall submit a properly certified order of the court.

(vi) If the applicant for registration is the administrator or executor of the estate of the deceased former owner, he shall submit with application for registration a certified copy of the letters of administration or letters testamentary appointing the applicant administrator or executor. If the aircraft is sold to another party, the applicant for registration shall submit a bill of sale executed for the estate by the administrator or executor, together with a certified copy of the letters of administration or letters testamentary. When no executor or administrator has been or is to be appointed, the bill of sale shall be executed in the name of the estate of the former owner by the heir at law and shall be accompanied by an affidavit from the signer that no application has been made for the appointment of an executor or administrator that in so far as the applicant can determine, no such application will be made, and that he is the person entitled to the aircraft under the laws of the state having jurisdiction, or that under such laws he or she has the right to dispose of the aircraft.

(c) Aircraft previously registered in foreign countries—(1) Application. A certificate of registration will be issued by the Administrator of the Federal Aviation Agency for aircraft which have been last registered under the laws of a foreign country if the applicant:

(i) Submits a duly executed application for registration and the \$4.00 registration fee to the Federal Aviation Agency, Aircraft and Airman Records Branch, Oklahoma City, Oklahoma; and

(ii) Submits with the application a bill of sale from the foreign seller or other proof satisfactory to the Administrator of the Federal Aviation Agency that the applicant is the owner of the aircraft; and

(iii) Submits evidence satisfactory to the Administrator of the Federal Aviation Agency,

(a) If the country of foreign registry has not ratified the Convention on International Recognition of Rights in Aircraft, that the foreign registry has terminated or is invalid;

(b) If the country of foreign registry has ratified the Convention, that

(1) The foreign registry has terminated or is invalid, and that all holders of recorded rights against the aircraft have been satisfied or have consented to the transfer of registry; and

(2) That ownership in the country of export has been terminated by a sale in execution carried out in conformity with the provisions of the Convention.

(2) Identification. A United States registration number will be assigned to an aircraft previously registered in a foreign country only after the foreign registration has been terminated or has been determined to be invalid. After clearance with the Aircraft and Airman Records Branch, the Federal Aviation Agency Inspector at the port of entry of the aircraft into the United States, or the FAA International Field Office may assign a registration number to such an aircraft.

If the purchaser desires the assignment of a number not available from the inspector or field office, he shall apply directly to the Federal Aviation Agency, Aircraft and Airman Records Branch, Oklahoma City, Oklahoma, and shall accompany his request with a check or money order made payable to the Federal Aviation Agency in the amount of \$10.00 for the special number requested.

§ 501.5 Signatures.

All signatures on applications for registration and on conveyances shall comply with the following, where applicable:

(a) Agent. If an instrument is signed by an agent, the name of the person or firm for whom the agent is signing shall be shown above the signature. The agent shall indicate that he is signing as "agent" or "attorney in fact" and shall submit the signed and acknowledged power of attorney under which he is acting or a certified true copy thereof or other acceptable evidence of his authority.

(b) Corporation. The person signing on behalf of a corporation shall show his corporate title on the instrument. The signature of a person signing for a corporation other than the president, vice president, secretary, or treasurer, will not be accepted unless there is submitted a certified copy of the authority granted him by the Board of Directors of the corporation to act in that capacity.

(c) Partnership. Where one partner signs for the entire partnership, the person signing shall indicate that he is signing on behalf of the partnership by showing the word "partner" beneath his signature.

(d) Cotenants. A document executed in connection with aircraft owned by several persons as cotenants or tenants in common shall be signed by each of the individuals who have title to the aircraft under that form of ownership.

(e) Trade name. Documents for aircraft owned by an individual, a partner-

ship, or unincorporated association, doing business under a trade name, may be executed in the trade name and the persons signing shall show the capacity (owner or partner) under which he executed the documents.

§ 501.6 Effective date.

An aircraft will be deemed to be registered upon the date the documents required by § 501.4(a), (b), or (c), whichever is applicable, are mailed or delivered directly to the Aircraft and Airman Records Branch, Federal Aviation Agency, Oklahoma City, Oklahoma.

§ 501.7 Transferability.

A certificate of registration is not transferable.

§ 501.8 Duration.

When an application for registration made upon the prescribed form, and the required proof of ownership have been mailed or delivered directly to the Federal Aviation Agency, an aircraft may be operated for the period pending registration, or for the period designated in a notice from the Federal Aviation Agency mailed to the applicant at the address shown on the application, whichever is shorter. Documents mailed or delivered to an agent for transmittal to the Federal Aviation Agency do not constitute mailing or delivery to the Administrator. The certificate of registration issued by the Administrator of the Federal Aviation Agency pursuant thereto shall remain in effect indefinitely unless suspended or revoked: *Provided*, That subject to the provisions of the International Convention on the Recognition of Rights in Aircraft, such registration and certificate shall immediately expire on the date,

(a) The aircraft is registered under the laws of any foreign country; or

(b) The registration of the aircraft is cancelled at the written request of the owner; or

(c) The aircraft is totally destroyed or scrapped; or

(d) The ownership of the aircraft is transferred; or

(e) The registered owner of the aircraft loses United States citizenship.

§ 501.9 Display.

The certificate of registration issued for any aircraft shall be displayed at all times in such aircraft, permanently affixed, at the cabin or cockpit entrance in such a manner that is legible to passengers or crew, and shall be shown upon request to any duly authorized representative of the Administrator of the Federal Aviation Agency, or any State or municipal official charged with law enforcement. If a certificate of registration is lost, stolen or mutilated, the person to whom such certificate was issued may apply for a duplicate to the Federal Aviation Agency, Aircraft and Airman Records Branch, Oklahoma City, Oklahoma. A fee of one dollar (\$1.00) will be charged for the issuance

See footnotes at end of document.

or n, certified as true under § 49.21 of this Chapter by the president, vice president, secretary, or treasurer, with the application or request, unless—

[(i) The signer is a corporate officer or holds a managerial position in the corporation and the title of his office is stated in connection with his signature; or]

(ii) A valid authorization to sign is on file at the FAA Aircraft Registry.

(e) When a partnership submits an Application for Aircraft Registration or a request for cancellation of a Certificate of Aircraft Registration, it must—

(1) State the full name of the partnership on the application or request;

(2) State the name of each general partner on the application or request; and

[(3) Have a general partner sign the application or request.]

(f) When co-owners, who are not engaged in business as partners, submit an Application for Aircraft Registration or a request for cancellation of a Certificate of Aircraft Registration, each one who shares title to the aircraft under the arrangement must sign the application or request.

(g) A power of attorney, or other evidence of a person's authority to sign for another, that is submitted under this Part is valid for the purposes of this section for not more than three years after the date it is signed. However, any instrument submitted before August 18, 1964, is considered to be valid until August 18, 1967.

§ 47.15 Identification number.

(a) *Number required.* Except when he applies under § 47.37 of this Part, an applicant for Aircraft Registration must place a United States identification number ("registration mark") on his Application for Aircraft Registration, FAA Form 8050-1, and on any evidence submitted with the application. There is no charge for the assignment of numbers provided in this paragraph. This paragraph does not apply to an aircraft manufacturer who applies for a group of United States identification numbers under paragraph (c) of this section or to a person who applies for a spe-

cial identification number under paragraphs (d) through (g) of this section.

(1) *Aircraft not previously registered anywhere.* The applicant must obtain the United States identification number from the FAA Registry by request in writing describing the aircraft by make, type, model and serial number (or, if it is amateur-built, as provided in § 47.33(b) of this Part) and stating that the aircraft has not previously been registered anywhere. If the aircraft was brought into the United States from a foreign country, the applicant must submit evidence that the aircraft has never been registered in a foreign country.

(2) *Aircraft last previously registered in the United States.* Unless he applies for a different number under paragraphs (d) through (g) of this section, the applicant must place the United States identification number that is already assigned to the aircraft on his application and the supporting evidence.

(3) *Aircraft previously registered in a foreign country.* The applicant must comply with § 47.37 of this Part. The identification number is issued with the Certificate of Aircraft Registration.

(b) A United States identification number may not exceed five symbols in addition to the prefix letter "N". These symbols may be all numbers (N 10000), one to four numbers and one suffix letter (N 1000A), or one to three numbers and two suffix letters (N 100AB). If the FAA has assigned one to three numbers and one suffix letter (N100A), then the same number with a second suffix number (N 100AB) is not assigned at the same time. However, the holder of a Certificate of Aircraft Registration may apply to the FAA Aircraft Registry for permission to add a second suffix letter to the one to three numbers and one suffix letter already assigned. There is no charge for this change of number.

(c) An aircraft manufacturer may apply to the FAA Aircraft Registry for enough United States identification numbers to supply his estimated production for the next 18 months. There is no charge for this assignment of numbers.

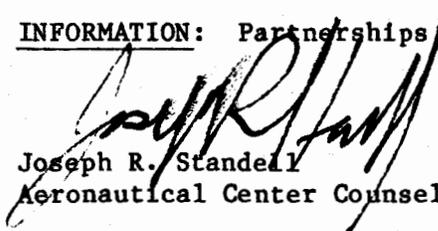


U.S. Department
of Transportation
**Federal Aviation
Administration**

Memorandum

Subject: INFORMATION: Partnerships Situations

Date: January 13, 1984

From: 
Joseph R. Standell
Aeronautical Center Counsel, AAC-7

Reply to
Attn. of:

To: Aircraft Registration Branch, AAC-250

Reference your "Partnership situations" questionnaire of July 5, 1983.

Attached is the questionnaire with this office's responses.

Attachment

1. Registered as: Raymond J. Smith and John L. Mattson dba
Sun Refining & Marketing Company

Sold as: Raymond J. Smith Signed by both.
John L. Mattson No partnership name.

Is this acceptable without the partnership name?

Yes, the bill of sale is acceptable without the partnership name. FAA regulations require only one partner's signature to assign the assets of the partnership. The partnership's name is not required for transferring the aircraft title.

2. Registered as: Wright County Journal Press - (a partnership)

Sold as: Wright County Journal Press
signed by: Gene Ross, Editor

Is title "Editor" OK to accept the bill of sale, if Gene Ross is listed as one of the general partners on the original registration?

No, the title of "Editor" is insufficient, even if the name is listed as one of the general partners on the original registration. Registry has no interest in the person's employment position. He must sign as a partner so that Registry will know that he has authority to transfer the assets of the partnership.

3. Refer to the example listed in memo dated 6/29/83 to AGC-7.

Registered to Star Associates - A,B,C,& D partners

Now Star Associates - B,C,D,& E partners

Who is required to sign the bill of sale?

Should it always be the partner leaving the partnership?

Any of the current general partners of Star Associates, since any of them has authority to transfer the partnership's assets. The bill of sale does not have to be signed by the former partner; nor should it be signed by the ex-partner, as he no longer has authority to transfer any assets.

4. If an application for registration is received in a partnership(company) name and one person signs as "general partner", is it necessary to reject the application to find out if there are any more general partners?

See question 5 for answer to 4 and 5.

5. If an application for registration gives a partnership(company) name and two persons sign, is it necessary to reject the application to find out if there are more partners?

See below for response to questions 4 and 5.

Attached:

Copy, page 9, para 49, of handbook dated 12/6/73

Copy, memo dated 11/2/64

Copy, page 4, Sup #1 to Parts 47 & 49 dated 11/19/64

The registration application should not be rejected and returned in order to determine the identity of the other general partners. Even though Section 47.13(e) of the FAA Regulations require the name of each of the general partners, the FAA cannot afford the time and effort to return countless applications that fail to list the names of the general partners. It is the obligation of the applicants to adhere to the requirements of this section of the regulations.

If any difficulties arise later, the FAA will more than likely be in a position to take remedial action, such as issuing a retroactive determination of invalidity of a registration.

1. Registered as: Raymond J. Smith and John L. Mattson dba
Sun Refining & Marketing Company

Sold as: Raymond J. Smith Signed by both.
John L. Mattson No partnership name.

Is this acceptable without the partnership name?

2. Registered as: Wright County Journal Press - (a partnership)

Sold as: Wright County Journal Press
signed by: Gene Ross, Editor

Is title "Editor" OK to accept the bill of sale, if Gene Ross is listed as one of the general partners on the original registration?

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5. If an application for registration gives a partnership(company) name and two persons sign, is it necessary to reject the application to find out if there are more partners?

Attached:

Copy, page 9, para 49, of handbook dated 12/6/73

Copy, memo dated 11/2/64

Copy, page 4, Sup #1 to Parts 47 & 49 dated 11/19/64

to do so.

48. PURCHASE OR TRANSFER OF OWNERSHIP SHOWING INDIVIDUAL OWNER. If a person, who is the individual owner of an aircraft registered under a trade name signs as "owner" on a transfer conveyance, the conveyance may be recorded without the trade name being shown. However, a document evidencing a purchase may not be accepted unless the individual (legal) owner's name is shown with the trade name.
49. PARTNERSHIP FORM OF OWNERSHIP.
- a. A bill of sale showing the partnership name as purchaser is acceptable without showing names of all general partners if it is received in the chain of ownership without an application.
 - b. A bill of sale executed by one partner and showing the name of the partnership as seller, is acceptable without showing the names of all general partners.
 - c. A bill of sale, conditional sales contract, or a transfer of title conveyance received with application to register is acceptable, if the names of all partners are shown on the transfer document or the application. They do not need to be shown on more than one instrument.
 - d. If the partners within a partnership are changed, a transfer conveyance from the old partners to the new partners is required, with an application for registration, and \$5.00 registration fee.
 - e. When a partner is deceased, need bill of sale from the estate of deceased to surviving partners. Representative of deceased must join in conveyance to subsequent purchasers if surviving partners are selling their interest. If estate of deceased is remaining a partner, need application and fee. Request appropriate authorization instrument as listed in paragraph 187(J) for estate.
50. CARBON COPIES OR FACSIMILES NOT SIGNED IN INK are returned with a request for the original or duplicate signed in ink. Upon receipt of the recordable instrument, place original filing date on the recordable conveyance (i.e. ffr 6/17/70). A copy of the returned instrument is filed in the folder.
51. RETURN OF CONVEYANCES FOR COMPLETION.
- a. Rejected conveyances being returned are copied and the copy placed in the folder with the reject letter.
 - b. When acceptable conveyance is received, and it is not the one originally rejected, place the filing information shown on copy of rejected conveyance on the recordable conveyance. Destroy copy of reject letter and copy of unrecordable conveyance.

Memorandum

DATE: November 2, 1964

SUBJECT: Guidelines--signature and
name requirementsIn reply
refer to: AC-359

FROM : Chief, Aircraft Registration Branch

TO : All Conveyances Examiners, Correspondence Clerks, and Coding Clerks

The following guidelines will be used in examination of applications for registration and conveyances for recordation, issuance of certificate of registration, and coding into ADP system.

1. Part 47.31(a) requires the name of the applicant to be identical on Forms 500-1, 500-2, and 500-3. To comply with Part 47.13(d)(3), it has been determined that the names of the general partners may be shown either in (1) the shaded area, (2) the signature block, or (3) on the reverse side if there is insufficient space on the front side.
2. If both a partnership (trade) name and the names of the general partners are shown in the shaded area of the Form 500-2, certificate of registration, Form 500, will be issued in the partnership (trade) name only, and the names of the general partners need not be shown thereon. A partnership is a legal entity and the partners act for the entity. In this instance, the names of the general partners would not be coded into the ADP system.
3. The names of all general partners do not have to be shown on a lien conveyance (as mortgagors) if the aircraft is registered under a partnership (trade) name. One partner may execute for the partnership if he is shown as one of the general partners on the application for registration.
4. If individual names comprise the partnership, then all individual names would be shown on the certificate of registration, Form 500 and/or the lien instrument. In this instance, all general partners would be coded into the ADP system.
5. If an individual and a partnership (trade) name apply for registration under a coownership, the names of all of the general partners of the partnership must be shown. Again, the general partners would not be shown on the certificate of registration or coded into the ADP system--only the individual and the partnership.

6. Part 49.13(b): If a bill of sale is received to complete the chain of ownership (not registered), the following would apply:

Partnership (trade) name: The names of the general partners should also be shown as sellers. Return if necessary.

Individual names: If individual names comprise the partnership, all names of general partners shall be shown as sellers, however, one partner may execute as long as his name is shown as a partner on the previous bill of sale.

Joseph E. Kerdish
Lester G. Robinson, AC-350

*Charge - per
V. M. Mendenhall
see names of all general
partners listed on
the chain of sale in
bill of sale is in
chain of ownership*

The following material is taken from the Examiners' meetings held during the week of August 28, 1964, in which questions were answered by the Chief, Aircraft Registration Branch, concerning the new Parts 47 and 49 of the Federal Aviation Regulations, effective August 18, 1964.

SECTION 47.11(a)

Question: Why is only Puerto Rico included when we have other possessions?

Answer: It is added because Puerto Rico is a Commonwealth. The possessions of the United States are:

- Philippines
- Puerto Rico
- Virgin Islands
- Guam
- American Samoa
- Canal Zone
- Corn Islands (leased from Nicaragua for 99 years)
- Trust Territory Islands in the Pacific
 - These islands are under the United Nation trusteeship system with the United States as administering authority. They include the Caroline Islands, Northern Marianas (except Guam), and Marshall Islands.
- Midway Island
- Wake Island
- Canton and Enderbury Islands
- Johston Island
- Kingman Reef
- Baker, Howland, and Jarvis
- Pacific Islands under United States Administration
 - These islands include Ryukyus Islands (Okinawa), Bonins, Rosario, Volcanos, and Parece Vela

SECTION 47.11(b)

Question: In whose name may an aircraft be registered?

Answer: The Regulations require that it must be in the legal name of its owner. A trade name may be used; but the person who is registering the aircraft, such as an owner, partner, or coowner, must indicate his legal name. A trade name, as such, is not considered as legal entity. However, corporations, individuals, and partnerships generally are considered to be an entity in the legal sense.

SECTION 47.13(c)

Question: Is authority to sign for another person necessary?

Answer: This section applies to coownership registered under a trade name. A person may sign for himself; or, if we have a power of attorney, we will accept his signature for another.

Question: Would all names of coowners appear on the signature block?

Answer: Yes

SECTION 47.13(d)(3)

Question: Are all the names of general partners to be shown on the application?

Answer: We must have the full name of the partnership and the names of all the partners. The one partner signing for the partnership must show "Partner" following his signature. The names of the partners may be shown at the top or in the signature block. If the aircraft is sold with a new partner added, we must have a bill of sale evidencing the ownership or certified copy of the partnership agreement that reflects ownership of the aircraft to include the new partner.

Question: What should be done with an aircraft that is presently registered under a partnership (the partners are not known) and that is sold after August 18?

Answer: We would have to use good judgment. If there is an indication in the file that the man signing for the partnership is a partner, we would accept his signature. Check with Chief Examiner.

SECTION 47.13(d)(4)

Question: Where should the signatures of coowners be placed when all of them cannot be placed on the front side of the application?

Answer: These names may be placed on the back side of the application if there is not room on the front side for the names to be placed.