

Dated: December 11, 2009

Respectfully submitted,

BAKER BOTTS L.L.P.

By: /s/ Kevin M. Sadler

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**ATTORNEYS FOR RECEIVER
RALPH S. JANVEY**

CERTIFICATE OF SERVICE

On December 11, 2009 I electronically submitted the foregoing document with the clerk of the court of the U.S. District Court, Northern District of Texas, using the electronic case filing system of the court. I hereby certify that I have served the Court-appointed Examiner, all counsel and/or pro se parties of record electronically or by another manner authorized by Federal Rule of Civil Procedure 5(b)(2).

/s/ Kevin M. Sadler
Kevin M. Sadler

DECLARATION OF HARRY DRISCOLL

My name is Harry Driscoll; I am over the age of 18 years and am fully competent to make this Declaration. The facts set forth in this Declaration are within my personal knowledge and are true and correct.

I have been retained as the broker of the Hawker Siddeley model HS-125-600A aircraft bearing tail number N10SA, with serial number 256065. I personally have over 20 years of experience in aircraft marketing, operations management, aircraft maintenance and flight operations. I, along with the other commercial and business aviation professionals of Harry Driscoll & Associates, have over 100 years of combined aviation experience in aircraft marketing and acquisitions, facility management, aircraft maintenance and flight operations. We have held key management positions with Aircraft Manufacturers, FAA Repair Stations, Fixed Base Operators (“FBOs”), Air Carrier Certificate holders, Business Aircraft Fleet Operators, and many others. We hold FAA certifications including: Airline Transport Pilot Certificates, Certified Flight Instructor Certificates, and Airframe & Power Plant Maintenance Certifications with IA and DAR Authority.

We have received a signed written contract to purchase the Aircraft (including its engines and certain spare parts) for \$192,500—based on a \$200,000 original purchase price less \$7,500 towards curing airworthiness discrepancies discovered at the prebuy inspection, which purchase price reduction Seller agreed to in exchange for Buyer taking on all remediation of airworthiness discrepancies after closing, which will likely exceed \$7,500. The contract is signed by Slick Corporation (the “Buyer”), who has agreed to purchase the Aircraft and its spare parts “as-is, where-is.” The Buyer has placed \$192,500 in escrow.



Today's market for Hawker 600A's is a very static micro-market, with approximately one unit sold per year over the past 5 years, with most going to salvage at low values. The Aircraft's value has diminished substantially since its purchase in 1990—it is 33 years old, its cockpit has not been updated for some time, and finding pilots and mechanics capable of flying and servicing it is often problematic. Its twin Rolls Royce Viper jet engines use antiquated turbojet technology, which means they consume much more fuel and operate at extremely high decibel levels when compared with modern turbofan jet engines. The Aircraft cannot meet Stage I noise abatement requirements, which means it cannot land at any time at some U.S. airports, and cannot operate early in the morning or late at night at others, further limiting its value. The Aircraft has been very well maintained, and Hawker 600A's are among the lowest priced available aircraft capable of carrying 8 passengers.

The current value of the Aircraft (excluding spare parts) is \$210,870, based upon my professional judgment and industry knowledge of the micro-market trends in the 600A market, and the guidelines in the Aircraft Blue Book, an industry standard publication updated quarterly, with dollar values based on their historic database, dealer data contributions, and some proprietary elements. A true and correct copy of the valuation estimate I prepared is attached to this Declaration. This valuation assumes that the Aircraft is current on its premiums for the Power by the Hour Program, a service plan for its Rolls Royce jet engines. In fact, the premiums are past due by approximately \$20,000. The Buyer has agreed to pay the past due Power by the Hour premiums. The Hawker is due for a 48-month inspection in March 2010 at a cost of approximately \$90,000, which is required by the FAA and the Hawker's manufacturer to

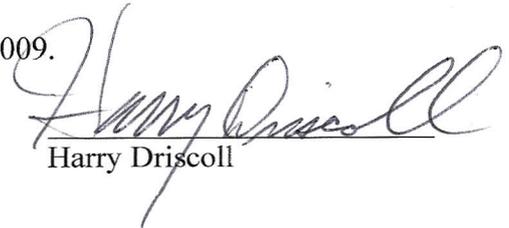


maintain airworthiness.¹ There is a risk the March 2010 inspection will reveal other issues with the Aircraft requiring additional expenditure.

For these reasons, \$192,500 is an appropriate sale price for the Aircraft, including its spare parts. I strongly recommended that the Receiver accept this buyer's offer, given the buyer's experience, the large deposit buyer was willing to escrow, the airworthiness discrepancies discovered at the prebuy inspection and the buyer's agreement to assume the costs of curing those discrepancies in excess of \$7,500 deducted from the original \$200,000 purchase price, the past-due Power by the Hour premiums which this buyer was willing to assume, and other indicators that this buyer was likely to accept the condition of the Aircraft and close prior to the time when the upcoming March 2010 inspection would continue to concern buyers and place a downward pull on the price.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on the 4th day of December 2009.



Harry Driscoll

¹ My Appraisal includes a \$65,000 reduction in value to account for the 48-month inspection scheduled for March 2010. That amount is an estimate based on industry norms and the known quality of the Aircraft, as well as the inspection being six months out at the time of the Appraisal. The actual cost of the inspection and repair of discrepancies that may be discovered is estimated at \$90,000, and may be considerably more.



MARKETLINE

Vol. 22 No. 3

NEWSLETTER

Aircraft Values Neutralize After Descent

Carl Janssens, ASA
Aircraft Bluebook – Price Digest



Aircraft values reported in the previous quarter were in a spiral dive, but the economy's pilot now appears to have neutralized the rapid descent.

For the most part, values have arrived at ground level. Inventories have shown signs of stability with little or no growth in units for sale. Other market indicators show signs of neutralization as well. Aircraft dealers and brokers report that interest has increased. Phones are ringing more with potential buyers on the line. Compared to the 2005 baseline real gross domestic product, GDP declined 1.0 percent in the second quarter of 2009 after declining 6.4 percent in the first quarter. These indicators support the signs of neutralization in the marketplace, though the used aircraft market has no reason to rally.

Maybe the market has not yet reached the dawn of a recovery, but the market has absorbed the fallen values. The jet segment is the most volatile portion of the aircraft market. Flight departments that were liquidated are no longer creating a frenzy of drastic value reductions. Manufacturers finding new homes for new aircraft in default maintain nearly full sales values. The only difference is that deposits from contracts in default allow discounts to the new buyers. Once these sales are complete, the discounts will end.

Jet

Bluebook-at-a-glance

<i>Increased</i>	143
<i>Decreased</i>	49
<i>Stable</i>	665

Bluebook's attention has focused on late-model large-cabin new deliveries that may take as long as two years or more for interior completion and delivery. Some of the increase in value can be found in the fall edition of Aircraft Bluebook. Examples include the Bombardier Global family as well as the Challenger 605 and Dassault Falcon 900 and 2000 series.

Turboprop

Bluebook-at-a-glance

<i>Increased</i>	75
<i>Decreased</i>	114
<i>Stable</i>	399

Socata fared better in this reporting period. Sales demonstrated that values were better than previously reported; therefore, stronger values appear in the new release of Bluebook. Turboprop ag planes continue to demonstrate improved values with limited inventories available in the world market. The Piaggio was up 9 percent from the previous quarter, too.

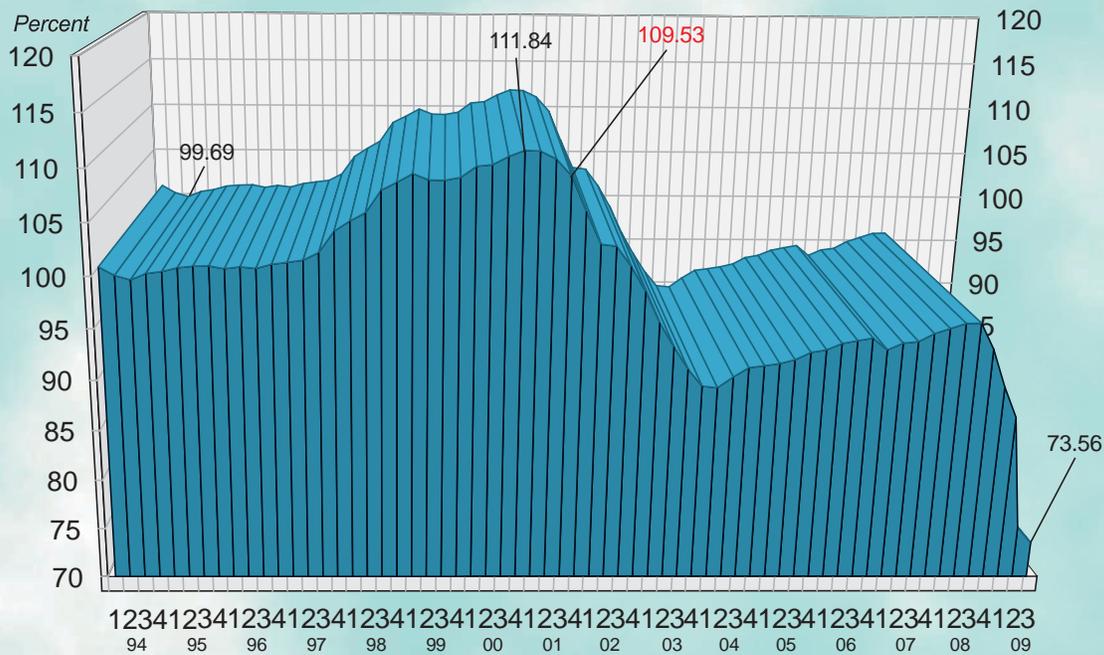
Multi

Bluebook-at-a-glance

<i>Increased</i>	0
<i>Decreased</i>	110
<i>Stable</i>	545

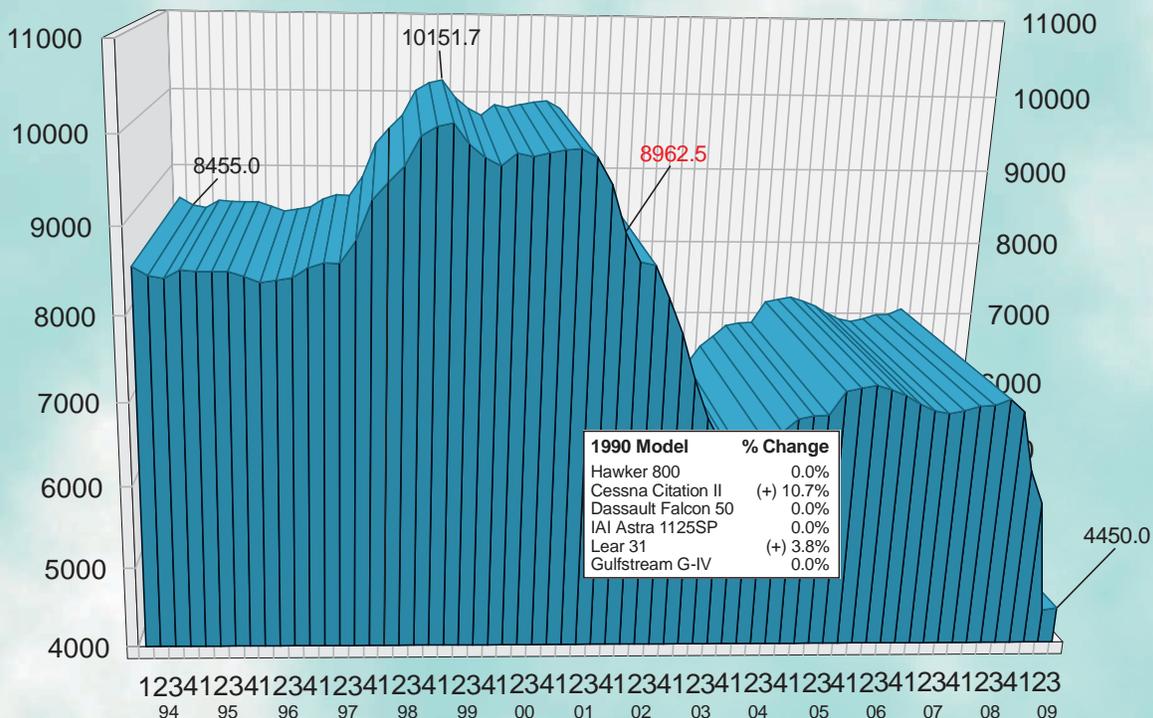
For the most part, values remained unchanged for this reporting period in the multipiston category. Nothing increased in value. Most late models held on to their values without loss. Early model Cessnas as well as some Twin Commanders trended downward slightly.

USED AIRCRAFT MARKET VALUE



Used Aircraft Market. This chart displays each model's quarterly value in relationship to its average equipped price at the inception of the aircraft. The study begins in the Spring quarter of 1994 and includes the Jet, Turboprop, Multi, Piston and Helicopter. For all charts, the red number indicates the first reporting date after 9-11.

JET



Jet. The jet chart depicts the average price (in thousands) of the six 1990 jets listed in the box.

INVOICE: SALE

Remit to:	Houston Executive 1900 Cardiff road Brookshire, TX, 77423 Ph: 281-945-5000 Fax: 281-945-4350
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Bill to:	Stanford Aviation 5050 Westheimer Rd Houston, Tx 77056-5601	Ship to:	Stanford Aviation 5050 Westheimer Rd Houston, Tx 77056-5601
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Invoice Date	PO Number	Terms	Type	Invoice Number
12/01/2009			INVO	07-10413

Item Number	Inv. Item	Description	Quantity	Unit Price	Unit Discount	Unit Tax/Fees	Total
1	MO Hangar Rent	MO Hangar	1500.000	1.000	.0000	.0000	\$1,500.00

CUSTOMER: Stanford Aviation

Current Balance: \$0.00

Customer Signature: _____

Discounts	\$0.00
Group Disc	\$0.00
Sub-Total	\$1,500.00
	\$0.00
Total	\$1,500.00
On Account	\$1,500.00
Change Due	\$0.00

Wolfgang Kayser

INVOICE

2006 Manor Dr.
 Richmond, TX 77406-1220
 Phone 713-501-5533 Fax 281-232-0156

DATE: October 29, 2009
INVOICE # 108
FOR: N10SA

Bill To:
 Steve Lindstrom
 Stanford Financial Receivership
 5050 Westheimer
 Houston, TX 77056

DESCRIPTION	AMOUNT
Oct 29. Perform Hawker maintenance run.	\$ 300.00
Nov. 4. Perform Hawker maintenance run.	300.00
TOTAL	\$ 600.00

THANK YOU!

AIR Craft Maintenance Svc

Invoice

Date 11/12/2009
 Invoice # 14

Bill To
 Stanford

Ship To

P.O. #
 Terms Due on receipt

Ship Date 11/12/2009
 Due Date 11/12/2009
 Other

Item	Description	Qty	Price	Amount
Maintenance	Hawker Aircraft weekly maintenance check N10Sa	1	300.00	300.00

Please remit payment to
 Chris Fowler
 1382 Remington Crest Dr.
 Houston, TX. 77094

Subtotal	\$300.00
Sales Tax (0.0%)	\$0.00
Total	\$300.00
Payments/Credits	\$0.00
Balance Due	\$300.00

AIR Craft Maintenance Svc



Wolfgang Kayser

2006 Manor Dr.
Richmond, TX 77406-1220
Phone 713-501-5533 Fax 281-232-0156

DATE: October 29, 2009
INVOICE # 106
FOR: N10SA

Bill To:
Steve Lindstrom
Stanford Financial Receivership
5050 Westheimer
Houston, TX 77056

DESCRIPTION	AMOUNT
Oct 21. Perform Hawker maintenance run.	\$ 300.00
Oct. 23. Prepare aircraft for demo flight, ride along, and put aircraft away after flight.	487.50
Oct. 26 - 29. Remove main batteries from aircraft for annual capacity check. Batteries were c condemned after failing capacity test 3 times. Acquired and installed two new batteries.	750.00
2 each Concorde RG390E Sealed Batteries, SN 40321904 & 40314169. \$1941.18 each	3,882.36
8.25 % tax	320.29
<i>OK</i>	
<i>Steve Lindstrom</i>	
TOTAL	\$ 5,740.15

THANK YOU!

N10SA **HS125-600A** **S/N: 256065**
Hrs.: 9330.7 **Ldgs.: 6571** **Date: 6-30-09**

A.D. 2009-08-04 is not applicable to this aircraft due to S.T.C. SA2271SW not installed.

A.D. 2009-05-08 is not applicable to this aircraft due to affected P/N G.P.S. navigation system not installed.

I certify that the inspection/maintenance identified above was performed in accordance with the manufacturer's maintenance manual and with respect to the work accomplished is determined to be in airworthy condition.

JOHN CARLISLE **A&P 3398621**

John Carlisle

N10SA **HS125-600A** **S/N: 256065**
Hrs.: 9330.7 **Ldgs.: 6571** **Date: 8-7-09**

Performed the following inspections:
 300017 - Windshield fluid de-ice system functional test
 240026 - Batteres protective treatment of stowage

I certify that the inspection/maintenance identified above was performed in accordance with the manufacturer's maintenance manual and with respect to the work accomplished is determined to be in airworthy condition.

JOHN CARLISLE **A&P 3398621**

John Carlisle

Airframe Log Entry

N10SA **Hawker 600A - Serial Number 256065** **10/29/09**

Total Time **9332.5** **Total Cycles** **6574**

Replaced #1 & #2 main batteries with new units, PN RG390E, #1 SN 40314169, #2 SN 40321904.
 Removed SN's 40236319 & 40261309.

Wolfgang Kayser **A&P 3039709**

Wolfgang Kayser

Total Carried Forward

Work repairs, current in the out the done on the aircraft o overhaul, repair

fax

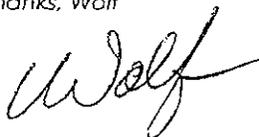
Subject: Hawker N10SA
cc:
Date: October 29, 2009

To: Steve Lindstrom
Phone Number: 713-964-5248
Fax Number: 713-964-8360

From: Wolf Kayser
Phone Number: 713-501-5533
Fax Number: 281-232-0156

Comments: Please find attached the battery inspection reports, maintenance log entry copy, and invoice for the last two weeks.

Thanks, Wolf



Buyer Inspection Acceptance Notification and Amendment to Sale Agreement (this "Amendment")

Slick Corporation, a South Dakota corporation (Buyer), hereby notifies Stanford Aviation, LLC, a Delaware limited liability company (Seller), that pursuant to the Used Aircraft Purchase and Sale Agreement, dated as of November 23, 2009, between Buyer and Seller (the "Sale Agreement"), Buyer has inspected the Aircraft known as the Hawker Siddeley 125-600A N10SA, SN 256065 and its associated Spare Parts and found them acceptable AS IS WHERE IS under the following condition:

Seller agrees to a purchase price reduction of \$7,500.00, in exchange for which Buyer agrees to bear all costs and expenses of, and assume all risks relating to, all discrepancies relating to the Aircraft and the Spare Parts and the remediation thereof, irrespective of whether the actual remediation expenses are less than or greater than such \$7,500.00. Buyer's remediation of any such discrepancies shall occur after Closing at Buyer's expense. This provision shall survive the closing of the transaction contemplated under the Sale Agreement.

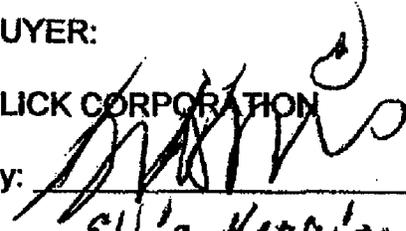
By signing below, Buyer and Seller hereby make the agreements set forth herein, hereby amend the Sale Agreement to the extent thereof, and agree that Buyer has timely given the Section 6 notice after the pre-purchase inspection; and Buyer agrees that Buyer will proceed to purchase the Aircraft and the Spare Parts for the reduced purchase price of \$192,500, upon the terms and conditions set forth in the Sale Agreement (as amended hereby).

Upon Buyer's and Seller's execution of this Amendment, the Deposit will be Non-Refundable, except as provided for in the Sale Agreement.

All other terms of pending Sale Agreement remain unchanged. Capitalized terms not defined herein shall have the meaning set forth in the Sale Agreement.

BUYER:

SLICK CORPORATION

By: 

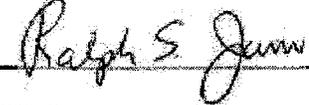
Name: Eddie Harrison

Title: CEO

Date: 3/12/09

SELLER

STANFORD AVIATION, LLC

By: 

Name: Ralph S. Janvey

Title: Receiver

Date: Dec. 4, 2009

Agreed and Accepted

AIC TITLE SERVICE, LLC (as Escrow Agent) hereby agrees to accept the terms and conditions of this Amendment, and agrees to perform and discharge all of the duties and obligations of the Escrow Agent hereunder strictly in accordance with the terms hereof.

By: Cheri Drake
Name: Cheri Drake
Title: Escrow Agent

EXECUTION VERSION

USED AIRCRAFT PURCHASE AND SALE AGREEMENT

To: Stanford Aviation, LLC
by Ralph S. Janvey, U.S. Receiver "Seller"
2100 Ross Avenue, Suite 2600
Dallas, Texas 75201

From: Slick Corporation "Buyer"
319 South Coteau
Pierre, South Dakota 57501

Re: Used Aircraft Purchase and Sale Agreement relating to Hawker Siddeley model HS-125-600A aircraft bearing manufacturer's serial number 256065 and United States Registration Number N10SA, together with two (2) Rolls Royce model Viper 601-22 engines bearing manufacturer's serial number 601130 and 60116 ("Aircraft") and certain spare parts (this "Agreement")

Terms and conditions

1. In exchange for Buyer's payment to Seller of the purchase price in the amount of \$200,000 (\$185,000 for the Aircraft and \$15,000 for the Spare Parts (as hereinafter defined) (collectively, the "Purchase Price") at Closing (as hereinafter defined), the Aircraft will be delivered with title free and clear of all liens and encumbrances and the Spare Parts will be delivered as described in Section 2. Seller will convey title to the Aircraft and the Spare Parts (as hereinafter defined) at Closing using the form of Used Aircraft Special Warranty Conveyance attached hereto as Exhibit A and made a part hereof (the "Conveyance"), and shall warrant title to the Aircraft (but not the Spare Parts (as hereinafter defined)), free and clear of all liens and encumbrances, by, through and under Seller during such time as Seller has been in receivership but not otherwise. As to any liens filed against the Aircraft in violation of the federal court order establishing Ralph S. Janvey as U.S. Receiver of Seller, Seller agrees to convey the Aircraft free and clear of such liens, either by obtaining a court order to that effect or a release from the grantor of any such lien. Exchange of funds and title will be handled by AIC Title Service, LLC, whose contact information is shown in Schedule 1 attached hereto ("Escrow Agent"), with charges and fees to be paid by Buyer.
2. Seller has provided a list of spare parts for Buyer's review; provided however it is Buyer's responsibility to confirm that the spare parts that are located at Houston Executive Airport and kept in a segregated rental space are all of the spare parts Buyer intends to buy. The spare parts located at Houston Executive Airport belonging to Seller will be part of the sale, and Seller will place all or some of them on board the Aircraft for delivery at the Closing Location (as hereinafter defined) at the time of the sale and, if the Closing Location is other than Houston Executive Airport, will ship the remainder, if any, to the Buyer by common carrier at Buyer's expense at Closing provided however, that Seller makes no warranty that the spare parts placed on board the Aircraft and/or shipped by common carrier are all the spare parts on the list or all the spare parts located at Houston Executive Airport, or all the spare parts that Buyer intended to be part of the purchase. By accepting delivery of the Aircraft and the spare parts at the Closing Location (as hereinafter defined) and/or in the case of spare parts shipped by common

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carrier to Buyer, Buyer confirms that all spare parts that are part of this transaction (the "Spare Parts") have been delivered to Buyer at Closing. Seller makes no warranty of any kind as to title or condition of the spare parts, as to their acceptability to being incorporated into the Aircraft, as to whether all life-limited parts are tagged, as to whether any parts meet any applicable rules or regulations, as to whether all spare parts have been delivered or shipped, and as otherwise disclaimed in the Conveyance. These provisions set forth in the prior two sentences will survive the Closing of the Transaction.

3. The obligations of Seller under one certain maintenance agreement to Power By The Hour on the account for the Aircraft shall be pro-rated as of the date of Closing (as hereafter defined), and at Closing, Buyer shall pay all accrued and unpaid obligations of Seller's to Power By The Hour up to the Closing Date (as hereafter defined). Seller agrees to cooperate with Buyer to facilitate an assignment of all rights under the Power by the Hour maintenance agreement to Buyer at the time of Closing. Buyer shall be responsible for, and agrees to pay, all of its own obligations relating to Power By The Hour incurred after Closing.
4. The Aircraft shall be delivered to Buyer at, and the spare parts shall be shipped to or delivered at, either Houston Executive Airport in the State of Texas, or at an airport in the State of Kansas, or at an airport in some other mutually agreeable State in the U.S. (the "Closing Location"), with all systems in AS IS condition with no warranties expressed or implied as to airworthiness or operability. The disclaimers on warranty set forth in the Conveyance are applicable to the aircraft purchase and sale transaction contemplated in this Agreement (the "Transaction") and are included herein as if fully set forth herein.
5. The Aircraft is believed to have a complete set of original logbooks and maintenance records, pilots operating handbooks and other maintenance records. Buyer is urged to inspect and verify all available records. All of the foregoing described logbooks and maintenance records shall be delivered to Buyer at the Closing Date by Seller's placing them on board the Aircraft, free of all liens, claims and encumbrances by, through, or under Seller during such time as Seller has been in receivership, but not otherwise; provided however that by acceptance of the delivery of the Aircraft at Closing, Buyer agrees that all logbooks and maintenance records, pilots operating handbooks and other maintenance records have been delivered to it.
6. The sale of the Aircraft is subject to a pre-purchase inspection at Buyer's expense. Airworthiness discrepancies discovered during the inspection will be for the account of Seller; provided however that Seller shall not be obligated to spend more than \$7,500 rectifying any such airworthiness discrepancies. The pre-purchase inspection shall be conducted at Houston Executive Airport by November 23, 2009. Within two (2) business days after completion of the pre-purchase inspection, Buyer shall notify Seller in writing by a letter addressed to Seller, c/o Seller's broker Harry Driscoll, sent by email to harry.driscoll@sbcglobal.net indicating that Buyer either accepts the Aircraft, rejects the Aircraft, or accepts the Aircraft subject to Seller's rectification of airworthiness discrepancies in the amount of up to \$7,500. If Buyer fails timely to submit such written notice in this manner, the Aircraft shall be deemed to be rejected by Buyer. Buyer's test flight was conducted at Seller's expense and occurred on October 23, 2009.

7. Upon Seller's acceptance of this offer, Buyer will remit to Escrow Agent a deposit of \$50,000 (the "Deposit"). If, after the pre-purchase inspection, Buyer timely accepts the Aircraft or accepts the Aircraft subject to Seller's rectification of airworthiness discrepancies in the amount of up to \$7,500, the Deposit shall be non-refundable, except as hereafter provided in this section or in section 8 hereof, and Buyer agrees to notify Escrow Agent in writing that the Deposit is non-refundable. Buyer agrees to deliver the balance of the Purchase Price (together with any other taxes, expenses, and costs to be paid by Buyer hereunder) into escrow with the Escrow Agent, one (1) business day before Closing. Should Buyer reject the Aircraft after the pre-purchase inspection at such time as the Deposit is refundable, Buyer will recover the Deposit, less the cost of the inspection, which shall be paid to the inspection company that provided the inspection, and less the cost of any escrow expenses, which shall be paid to Escrow Agent.
8. Payment of the Purchase Price in full by Buyer to Seller, payment by Buyer to Seller of the cost of the flight (if any) to the Closing Location other than Houston Executive Amount (which cost shall be equal to two times the cost of fuel for such flight), and payment by Buyer to Seller of the cost of shipping (if any) any spare parts to a location (other than Houston Executive Airport), delivery of the Aircraft, together with the Spare Parts, by Seller to Buyer at the Closing Location, and acceptance of delivery of the Aircraft and Spare Parts by Buyer at the Closing Location (together, the "Closing"; the date of the Closing, herein, the "Closing Date") shall occur within three (3) business days after the later to occur of (i) Buyer's timely acceptance of the Aircraft after its pre purchase inspection and rectification of any airworthiness discrepancies up to \$7,500 by Seller, if applicable; and (ii) approval of the United States District Court of the Northern District of Texas (the "Court") of the Transaction. Buyer agrees to cooperate with respect to any motion Seller shall submit to the Court seeking approval of the Transaction. If the Court fails to approve the Transaction, Buyer shall be entitled to a return of the Deposit, less the cost of the inspection, which shall be paid to the inspection company that provided the inspection and less the cost of any escrow expenses, which shall be paid to Escrow Agent. Should Buyer fail to complete payment of the Purchase Price (and the payment of any taxes, costs, and expenses required hereunder) by the time required for Closing, Seller may as its sole remedy, accept the Deposit as liquidated damages, and Buyer shall have no further obligation to Seller. In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Aircraft for any reason other than Buyer's default hereunder or the Court's unwillingness to approve this Transaction, Buyer may as its sole remedy require that the Deposit shall be forthwith returned to Buyer, and Seller shall reimburse Buyer the cost of the pre-purchase inspection not to exceed \$1,000.
9. Buyer shall be responsible for and indemnify and hold Seller harmless from, any sales, use, or other transfer tax imposed by a governmental entity on the delivery of the Aircraft and the Spare Parts hereunder or upon their subsequent use ("Transfer Tax"). This provision will survive the Closing of the Transaction. Buyer will perform (or will cause to be performed) all acts and deliveries necessary under the laws and regulations of the State in which delivery will take place (the "Closing State") for the sale of the Aircraft and the Spare Parts by Seller to Buyer to be exempt from Transfer Tax in the Closing State. In furtherance thereof, and as requirements for Closing, should the Closing State impose a Transfer Tax on the transfer of aircraft and/or spare parts, Buyer agrees to deliver to Seller at or prior to Closing, a sales tax exemption certificate or resale certificate in the form acceptable to the appropriate agency of the Closing State (the "Exemption Certificate"). In the event that Buyer does not timely deliver to Seller the

Exemption Certificate with respect to either the Aircraft or the Spare Parts, Seller shall treat the sale of the Aircraft and/or the Spare Parts, as applicable as taxable and Buyer shall pay to Seller in addition to the Purchase Price and other costs hereunder, an amount equal to the sales tax imposed by the Closing State on a non exempt sale of the Aircraft and/or the Spare Parts. Should the Closing State impose a Transfer Tax on the transfer of aircraft and/or spare parts, it is a condition to Seller's obligation to close that Seller either receive the Exemption Certificate (as to the Aircraft, and if, under the laws of the Closing State, the Exemption Certificate covers the Spare Parts, as to the Spare Parts), or (except with respect to any Spare Parts not on board the Aircraft which Seller ships to Buyer by common carrier into a state that does not have jurisdiction to require Seller to collect Transfer Tax) that Buyer pay to Seller such tax amount relating to the Aircraft and/or the Spare Parts, as applicable, such that if Buyer fails to deliver the Exemption Certificate or the tax amount to Seller on or prior to Closing (or both, to the extent applicable, if the Exemption Certificate does not apply to the Spare Parts under the laws of the Closing State), Seller shall be released from its undertaking to sell the Aircraft and the Spare Parts to Buyer, even if Buyer otherwise performs its obligations hereunder, and Buyer shall not be entitled to a refund of the Deposit and Seller shall be entitled to receipt of the Deposit. Should the Closing occur in Texas, Buyer may satisfy its requirement to deliver the Exemption Certificate with respect to the Aircraft by delivering to Seller a Texas Aircraft Exemption Certificate - Out of State Registration and Use in the form attached hereto as Exhibit B, and Buyer shall pay Texas sales tax to Seller on the \$15,000 portion of the Purchase Price allocated herein to the Spare Parts. Should the Closing occur in Kansas, Buyer may satisfy its requirement to deliver the Exemption Certificate with respect to the Aircraft by delivering to Seller an Affidavit of Delivery of a Motor Vehicle, Semitrailer, Pole Trailer or Aircraft to a Nonresident of Kansas and to be Titled and Based Outside the State of Kansas in the form attached hereto as Exhibit C, and may satisfy its requirement to deliver the Exemption Certificate with respect to any Spare Parts on board the Aircraft by delivering to Seller an Aircraft Exemption Certificate in the form attached hereto as Exhibit D; provided that Buyer shall pay Kansas sales tax to Seller on the value of any Spare Parts on board the Aircraft that do not so qualify.

10. At the time of delivery of the Aircraft and the Spare Parts, Buyer will execute an Aircraft and Spare Parts Delivery Receipt in the form attached hereto as Exhibit E that accepts delivery on an AS IS WHERE IS basis and will provide a copy of the fuel receipt from the Closing Location. Buyer will pay for the cost of any flight to a Closing Location other than Houston Executive Airport in Houston, Texas and will notify Seller at least three (3) business days prior to Closing of Buyer's intent to close at a Closing Location other than Houston Executive Airport.
11. If the Aircraft is destroyed or damaged beyond repair, or the sale is prohibited by the US Government or other applicable government, Seller shall promptly notify Buyer. Upon receipt of such notification this contract shall be terminated, Seller shall return to Buyer the Deposit described in section 7, and Seller will be relieved of any obligation to replace or repair the Aircraft and to deliver the Aircraft or any Spare Parts.
12. The individual signing on behalf of Buyer represents and warrants, for the reliance of Seller thereon, that (i) he is the President of Buyer; (ii) he is the owner of all equity interests in Buyer and a member of its Board of Directors; (iii) he is authorized to sign on behalf of, and bind, Buyer to this Agreement; (iv) that Leonard Meeks is Vice President of Buyer; and (v) that Leonard Meeks is authorized to sign the Aircraft and Spare Parts

Delivery Receipt, whether one or more, and other agreements incidental to Buyer's purchase of the Aircraft in accordance with the terms of this Agreement.

13. This Agreement cannot be assigned without the prior written consent of both parties. This Agreement may be executed in multiple counterparts. This Agreement is governed by Texas law.

EXECUTED on the dates set forth below to be effective on the date that the last of the three signatories signed.

Signature Pages Follow:

Initials: Buyer  Seller 

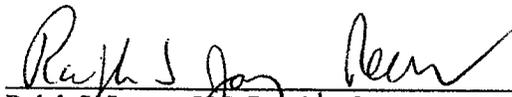
Buyer:

SLICK CORPORATION

By: 
Name: Edward C. Harrison
Title: President
Date: November 16, 2009

Seller:

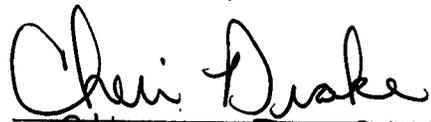
STANFORD AVIATION, LLC, a Delaware limited liability company

By: 
Ralph S. Janvey, U.S. Receiver for Stanford Aviation, LLC,
pursuant to Order Appointing Receiver, dated February 16,
2009, as thereafter amended, made by the United States District
Court for the Northern District of Texas, Dallas Division in the
case styled Securities and Exchange Commission, Plaintiff, v.
Stanford International Bank, Ltd., et. al., Defendants, Case
No. 3-09CV0298-N

Date: November 20, 2009

AGREED TO AND ACKNOWLEDGED BY THE UNDERSIGNED
WHO AGREES TO SERVE AS ESCROW AGENT AND WHO
ACKNOWLEDGES RECEIPT OF THE DEPOSIT IN THE AMOUNT
OF \$50,000 TO BE HELD IN ESCROW IN ACCORDANCE WITH
THE TERMS OF THIS AGREEMENT:

AIC TITLE SERVICE, LLC

By: 
Name: CHERI DRAKE
Title: ESCROW AGENT
Date: November 23, 2009

SCHEDULE I
**WIRE TRANSFER INSTRUCTIONS
FOR AIC TITLE SERVICE ESCROW
ACCOUNT**

BANCFIRST
ADDRESS: 101 N. BROADWAY, OKLAHOMA CITY, OK 73109
ABA # 103003632
FOR CREDIT TO: AIC TITLE SERVICE, LLC
ACCOUNT # 4005136389
ATTN: CHERI DRAKE
RE: N# _____

FOR INTERNATIONAL WIRES—SWIFTCODE: BFOKUS44

RE: (AIRCRAFT "N" NUMBER IS U.S. REGISTERED OR IF AN IMPORTED AIRCRAFT, USE MAKE, MODEL & SERIAL NUMBER). IT IS IMPERATIVE THAT THE "N" NUMBER AND/OR SERIAL NUMBER BE REFERENCED ON THE INCOMING WIRE TRANSFER TO INSURE FUNDS ARE APPLIED TO THE CORRECT AIRCRAFT.

NOTE: OUR ESCROW ACCOUNT IS A NON-INTEREST BEARING ACCOUNT. FUNDS CANNOT BE TRANSFERRED OUT OF OUR ESCROW ACCOUNT AFTER 3:00 P.M. (CENTRAL TIME) FOR DOMESTIC WIRES AND 2:00 P.M. (CENTRAL TIME) FOR INTERNATIONAL WIRES. DISBURSEMENTS AUTHORIZED AFTER THESE TIMES WILL NOT BE TRANSMITTED UNTIL THE MORNING OF THE NEXT BUSINESS DAY.

NOTE: ALL ESCROW FEES MUST BE "PAID IN FULL" AT THE TIME OF CLOSING. ESCROW FEES MAY BE WIRED IN WITH PURCHASE PRICE OR CHARGED TO A CREDIT CARD.

**SIGHT DRAFT INSTRUCTIONS:
OVERNIGHT COURIER TO: BANCFIRST
ATTN: MARGARET BONIFIELD
101 N. BROADWAY
OKLAHOMA CITY, OK 73102**

REFUNDABLE DEPOSITS: IN THE ABSENCE OF CONTRARY INSTRUCTIONS FROM THE REMITTER OF FUNDS, DEPOSITS ARE CONSIDERED TO BE FULLY REFUNDABLE TO AND UNDER THE CONTROL OF THE REMITTER.

**AIC TITLE SERVICE, LLC
6350 W Reno, OKLAHOMA CITY, OK 73127
800-288-2519 ~ 405-948-1811 ~ FAX 405-948-1869**

EXHIBIT A

USED AIRCRAFT SPECIAL WARRANTY CONVEYANCE

KNOW ALL PERSONS BY THESE PRESENTS, that **STANFORD AVIATION, LLC**, a Delaware limited liability company ("**Grantor**"), for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration given by **SLICK CORPORATION**, a South Dakota corporation ("**Grantee**"), whose address is 319 South Coteau, Pierre, South Dakota 57501, receipt of which is hereby acknowledged, HAS bargained, sold, conveyed, transferred, assigned and delivered, and does hereby, bargain, sell, convey, transfer, assign and deliver to Grantee, all of its rights, title, and interests in and to one (1) Hawker Siddeley model HS-125-600A aircraft, bearing manufacturer's serial number 256065 and United States Registration Number N10SA, together with two (2) Rolls Royce model Viper 601-22 aircraft engines bearing manufacturer's serial numbers 601130 and 601106 and all its equipment, avionics, accessions, including all logbooks, records, and manuals relating to such aircraft delivered with such aircraft (collectively, all of the foregoing, the "**Aircraft**") and all spare parts on board the Aircraft at the time of its delivery by Grantor to Grantee or shipped to Grantee at closing (collectively, the "**Spare Parts**").

This Used Aircraft Special Warranty Conveyance is signed on behalf of Grantor by Ralph S. Janvey, in his capacity as U.S. Receiver, pursuant to Order Appointing Receiver, dated February 16, 2009, as thereafter amended, made by the United States District Court for the Northern District of Texas, Dallas Division in the case styled Securities and Exchange Commission, Plaintiff, v. Stanford International Bank, Ltd., et. al., Defendants, Case No. 3-09CV0298-N ("**Receiver**"). Grantor hereby represents, warrants and agrees that Grantor is the lawful owner of the Aircraft, that Grantor has the right to sell the same, and that the Aircraft is free from all liens and encumbrances, arising by, through, or under Grantor from February 16, 2009 to the date hereof, but not otherwise.

THE AIRCRAFT IS A USED AIRCRAFT AND IS CONVEYED AND DELIVERED TO GRANTEE ON AN "AS IS," "WHERE IS" BASIS WITH ALL FAULTS. EXCEPT FOR THE SPECIAL WARRANTY OF TITLE CONTAINED HEREIN THAT RELATES TO THE AIRCRAFT BUT NOT TO THE SPARE PARTS, NEITHER GRANTOR, NOR ITS RECEIVER, NOR ANY OF THEIR RESPECTIVE REPRESENTATIVES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, ATTORNEYS, AGENTS OR AFFILIATES MAKES ANY REPRESENTATION, WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION (i) ANY EXPRESS WARRANTY BASED ON A DESCRIPTION OF THE AIRCRAFT OR THE SPARE PARTS OR THE APPLICABILITY TO, OR ELIGIBILITY FOR INSTALLATION OF ANY OF THE SPARE PARTS ON THE AIRCRAFT OR ANY AIRCRAFT; (ii) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR ANY PURPOSE WHATSOEVER, WITH RESPECT TO THE AIRCRAFT OR ANY SPARE PARTS, OR ANY REPAIRS OR INSPECTIONS

PERFORMED ON THE AIRCRAFT OR ANY SPARE PARTS; (iii) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE IN CONNECTION WITH THE AIRCRAFT OR THE SPARE PARTS; (iv) (A) ANY WARRANTY AS TO THE AIRWORTHINESS, VALUE, CONDITION, DESIGN, OPERATION, OR THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN, OR ANY DEFECT IN, THE AIRCRAFT OR ANY OF THE SPARE PARTS, (v) ANY EXPRESS OR IMPLIED WARRANTY THAT ANY OF THE SPARE PARTS IS AN APPROVED PART OR HAS BEEN TAGGED, MARKED, OR IS OTHERWISE IN COMPLIANCE WITH SECTION 43.10 OF THE FEDERAL AVIATION REGULATIONS (14 C.F.R. 43.10) OR ANY OTHER RELEVANT FEDERAL AVIATION REGULATION, OR IS OR IS NOT A, OR HAS BEEN KEPT SEPARATE FROM ANY, LIFE-LIMITED PART AS DEFINED IN SECTION 43.10 OF THE FEDERAL AVIATION REGULATIONS, OR ANY EXPRESS OR IMPLIED WARRANTY BASED ON ANY TAG, MARK, LABEL OR RECORD ON, OR RELATING TO, ANY OF THE SPARE PARTS, OR ANY LACK OF ANY TAG, MARK, LABEL OR RECORD ON, OR RELATING TO, ANY OF THE SPARE PARTS; (vi) ANY WARRANTY THAT THE AIRCRAFT OR ANY SPARE PART IS FREE OF THE RIGHTFUL CLAIM OF ANY THIRD PERSON BY WAY OF INFRINGEMENT OR THE LIKE, WHETHER PATENT OR TRADEMARK INFRINGEMENT OR OTHERWISE; OR (vii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT IN STRICT OR ABSOLUTE LIABILITY OR ARISING FROM THE NEGLIGENCE OF GRANTOR, ACTUAL OR IMPUTED, ACTIVE OR PASSIVE. NO AGREEMENT OR UNDERSTANDING VARYING, ALTERING OR EXTENDING GRANTOR'S LIABILITY HEREUNDER WILL BE BINDING ON GRANTOR UNLESS IN WRITING AND SIGNED BY GRANTOR'S DULY AUTHORIZED RECEIVER.

BY ACCEPTANCE OF DELIVERY OF THE AIRCRAFT AND THE SPARE PARTS, GRANTEE AGREES (A) THAT THE REPRESENTATIONS AND WARRANTIES SPECIFICALLY DISCLAIMED IN CLAUSES (i)-(vii) FOREGOING ARE EFFECTIVELY DISCLAIMED BY, AND NO OTHER WARRANTY HAS BEEN EXPRESSED OR IMPLIED BY, GRANTOR, GRANTOR'S RECEIVER, OR ANY OF THEIR RESPECTIVE REPRESENTATIVES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, ATTORNEYS, AGENTS OR AFFILIATES, AND (B) THAT SUCH AIRCRAFT AND ITS COMPONENTS AND THE SPARE PARTS ARE BEING CONVEYED AND PURCHASED "AS IS, WHERE IS," WITH ALL FAULTS.

BY ACCEPTANCE OF DELIVERY OF THE AIRCRAFT AND THE SPARE PARTS, GRANTEE, ON BEHALF OF ITSELF, ITS EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, AGENTS, REPRESENTATIVES AND AFFILIATES, EXPRESSLY WAIVES ANY CLAIM AGAINST GRANTOR, GRANTOR'S RECEIVER, REPRESENTATIVES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, ATTORNEYS, AGENTS, REPRESENTATIVES AND AFFILIATES (i) FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE OR SOURCE WHATSOEVER RELATING TO THE AIRCRAFT AND THE SPARE PARTS, INCLUDING SUCH DAMAGES RESULTING IN PERSONAL INJURY; (ii) FOR LOSS OF USE, REVENUE OR PROFIT WITH RESPECT TO THE

AIRCRAFT AND THE SPARE PARTS; (iii) FOR ANY LIABILITY OF GRANTEE TO ANY THIRD PARTY RELATING TO THE OPERATION OR USE OF THE AIRCRAFT AND THE SPARE PARTS AFTER GRANTEE IS FIRST IN OPERATIONAL CONTROL OF THE AIRCRAFT; AND (iv) FOR ANY OTHER LIABILITY OF GRANTEE TO ANY THIRD PARTY RELATING TO THE AIRCRAFT AND THE SPARE PARTS, EXCEPT TO THE EXTENT OF GRANTOR'S SPECIAL WARRANTY OF TITLE CONTAINED HEREIN AS IT RELATES TO THE AIRCRAFT BUT NOT TO THE SPARE PARTS.

GRANTEE FURTHER AGREES THAT BY ACCEPTING DELIVERY OF THE AIRCRAFT AND THE SPARE PARTS, GRANTEE AGREES AND ACKNOWLEDGES THAT GRANTEE HAS (Y) INSPECTED THE AIRCRAFT AND THE SPARE PARTS AND HAS FULLY SATISFIED ITSELF AS TO THE CONDITION AND ACCEPTABILITY OF THE AIRCRAFT AND THE SPARE PARTS AND ANY REPAIRS AND MODIFICATIONS THERETO, AND (Z) UNDERSTANDS THAT THE AIRCRAFT AND THE SPARE PARTS ARE BEING CONVEYED, SURRENDERED, PURCHASED "AS IS, WHERE IS" WITH ALL FAULTS.

IN WITNESS WHEREOF, Grantor has set its hand this ____ day of _____, 2009.

GRANTOR:

STANFORD AVIATION, LLC, a Delaware limited liability company

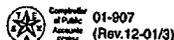
By: _____
Ralph S. Janvey, U.S. Receiver for Stanford Aviation, LLC, pursuant to Order Appointing Receiver, dated February 16, 2009, as thereafter amended, made by the United States District Court for the Northern District of Texas, Dallas Division in the case styled Securities and Exchange Commission, Plaintiff, v. Stanford International Bank, Ltd., et. al., Defendants, Case No. 3-09CV0298-N

EXHIBIT B

Texas Aircraft Exemption Certificate

[see attached]

AUS01:563661.7



TEXAS AIRCRAFT EXEMPTION CERTIFICATE OUT-OF-STATE REGISTRATION AND USE

Under Ch. 559, Government Code, you are entitled to review, request, and correct information we have on file about you, with limited exceptions in accordance with Ch. 552, Government Code. To request information for review or to request error correction, contact us at the address or toll-free number listed on this form.

Name of purchaser	
Address (Street & number and P.O. Box number)	Phone (Area code & number)
City, State, ZIP code	

Name of seller	Seller's Texas sales tax permit number
Address (Street & number and P.O. Box number)	Phone (Area code & number)
City, State, ZIP code	

The undersigned hereby certifies that the aircraft described below was purchased on _____ Date of sale
 for a total sales price of \$ _____ of which \$ _____ was allowed as a trade-in,
 resulting in a net sales price of \$ _____.

Aircraft make	Model	Serial number	FAA registration number (Tail number)
---------------	-------	---------------	---------------------------------------

The aircraft will be registered in _____, _____ as recorded with Federal Aviation Administration.
City State

The aircraft will be **hangared** in _____, _____ and is not purchased for use in Texas.
City State

My correct mailing and location address are _____
Mailing address

_____ Location address

I claim an exemption from the Texas sales tax pursuant to Texas Tax Code Section 151.328(a)(4) because the aircraft is purchased for registration and use outside Texas.

I understand that by signing this form, I am authorizing the Texas Comptroller of Public Accounts to furnish copies to officials of my home state. I understand that the purpose of providing this information to officials of my home state is to facilitate the enforcement of any taxes imposed on the purchase or use of the aircraft in my home state.

I understand that it is a misdemeanor punishable by a fine not to exceed \$500 to provide this certificate of exemption if I know the aircraft will be used in a manner other than for registration and use outside Texas.

sign here Purchaser's signature	Date
--	------

sign here Seller's signature	Date
-------------------------------------	------

(Original to be retained by seller, seller to send copy to the Texas Comptroller of Public Accounts, Business Activity Research Team, P.O. Box 13003, Austin, Texas, 78711-3003, and copy to the Purchaser.)

EXHIBIT C

Kansas Certificate for Use in Exempting Aircraft from Sales Tax

[see attached]

STATE OF KANSAS

DEPARTMENT OF REVENUE

Dealer Licensing Bureau
Kansas Department of Revenue
915 SW Harrison Street
Topeka, Kansas 66626-0001



Phone: (785) 296-3621
Fax: (785) 296-5854
Hearing Impaired TTY: (785) 296-6461
www.ksrevenue.org

Division of Taxation

AFFIDAVIT OF DELIVERY OF A MOTOR VEHICLE, SEMITRAILER, POLE TRAILER OR AIRCRAFT TO A NONRESIDENT OF KANSAS AND TO BE TITLED AND BASED OUTSIDE THE STATE OF KANSAS

STATE OF KANSAS)
) ss:
COUNTY OF)

AFFIDAVIT

I, _____ hereby swear that the purchase of the _____ (Year) (Make)
motor vehicle, semi-trailer, pole trailer or aircraft purchased by _____ (Identification No.) (Name of Purchaser)
from _____ (Dealer's Name and Address)
evidenced by invoice number _____, dated _____, for a total selling price of \$ _____,
of which \$ _____, was allowed as a trade-in making a net sales price of \$ _____, and was
pursuant to K.S.A. 79-3606(k) exempt from the imposition of the Kansas sales tax as the motor vehicle, semi-trailer, pole trailer or
aircraft is to be registered and based in _____ (City, State) and will not remain in this state more than ten (10) days. I
further swear that the purchaser is a bona fide resident of the state of _____ and that the purchaser's correct mailing
address is _____ (Street) (City, State)

I hereby consent to and authorize the Director of Taxation to furnish to the appropriate officials of my home state charged with the enforcement of the excise tax laws of that state the information contained in this affidavit pertaining to this transaction. I understand that the purpose of providing this information to the taxing officials of my state of residence is to allow the imposition of any taxes due on the importation, use or storage of this vehicle or aircraft in the state of registration.

Further affiant says not.

Purchaser

Signature
(Give title if signing for company or organization)

Original Copy — Vehicle or Aircraft Dealer
Duplicate Copy — Customer Relations-Business Tax
Triplicate Copy — Purchaser

(SEE REVERSE SIDE FOR INSTRUCTIONS)

ST-8B
Rev. 9/05

EXEMPT FROM SALES TAX:

K.S.A. 79-3606(k) exempts from sales tax: *any motor vehicle, semitrailer or pole trailer, as such terms are defined by K.S.A. 8-126 and amendments thereto, or aircraft sold and delivered in this state to a bona fide resident of another state, which motor vehicle, semitrailer, pole trailer or aircraft is not to be registered or based in this state and which vehicle, semitrailer, pole trailer or aircraft will not remain in this state more than 10 days;*

A PURCHASER IS **NOT** REQUIRED TO PAY KANSAS SALES TAX UNDER THE "NONRESIDENT" EXEMPTION PROVIDED FOR BY K.S.A. 79-3606(k) WHEN **ALL** THREE (3) OF THE FOLLOWING ARE MET.

1. The purchaser is a bona fide resident of a state other than Kansas,
2. The motor vehicle, semitrailer, pole trailer, or aircraft will be removed from Kansas within 10 days of purchase, and
3. The motor vehicle, semitrailer, pole trailer, or aircraft will be registered in another state.

THIS "NONRESIDENT" EXEMPTION IS LIMITED TO THE SALE OF A **MOTOR VEHICLE, SEMITRAILER, POLE TRAILER, OR AIRCRAFT**, as defined by K.S.A. 8-126 as follows.

Motor Vehicle means every vehicle, other than a motorized bicycle, or motorized wheelchair, which is self-propelled.

Vehicle means every device in, upon or by which any person or property is or may be transported or drawn upon a public highway, excepting devices moved by human power or used exclusively upon stationary rails or tracks.

Semitrailer means every vehicle of the trailer type so designed and used in conjunction with a motor vehicle that some part of its own weight and that of its own load rests upon or is carried by another vehicle. NOTE: A Fifth-Wheel or Goose Neck trailer is included within the definition of "semitrailer".

Pole Trailer means any two-wheel vehicle used as a trailer with bolsters that support the load, and do not have a rack or body extending to the tractor drawing the load.

THUS, Kansas retailers' sales tax **IS NOT** due when a nonresident purchases and takes delivery in Kansas for use and storage outside of Kansas of the following (non inclusive list):

- ◆ Car, Pick-up, Truck, Van & SUV
- ◆ Motorhome
- ◆ Motorcycle
- ◆ Fifth-wheel or Gooseneck trailer
- ◆ Tractor-trailer
- ◆ Pole trailer
- ◆ Aircraft

SUBJECT TO SALES TAX:

The sale of any vehicle or other tangible personal property that is **NOT** a **MOTOR VEHICLE, SEMITRAILER, POLE TRAILER, OR AIRCRAFT**, as defined above, **IS** subject to Kansas sales tax when a nonresident of Kansas takes delivery thereof within Kansas.

THUS, Kansas retailers' sales tax **IS** due when a nonresident purchases and takes delivery in Kansas on the following (non inclusive list):

- ◆ Trailers that are not within the definition of semitrailer or pole trailer as defined above
- ◆ ATVs (All Terrain Vehicles) & Utility Vehicles (such as John Deere Gator, Kawasaki Mule, Yamaha Side X Side, etc.)
- ◆ Dirt Bikes
- ◆ Motorized Bikes – defined as – every device having two tandem wheels or three wheels, which may be propelled by either human power or helper motor, or by both, and which has (1) a motor which produces not more than 3.5 brake horsepower; (2) a cylinder capacity of not more than 130 centimeters; (3) an automatic transmission; and (4) the capability of a maximum design speed of no more than 30 miles per hour.
- ◆ Boats
- ◆ Boat Trailers
- ◆ Personal Watercraft (Jet Skis, Wave Runners, etc.)
- ◆ All other tangible personal property not specifically exempted from Kansas sales tax by law.

EXHIBIT D

Kansas Certificate for Use in Exempting Spare Parts from Sales Tax

[see attached]

**KANSAS DEPARTMENT OF REVENUE
AIRCRAFT EXEMPTION CERTIFICATE**

The undersigned purchaser certifies that the tangible personal property or service purchased from:

Seller: _____
Business Name

Address: _____
Street, RR, or P. O. Box
City
State
Zip + 4

is exempt from Kansas sales and compensating use tax for the following reason:

K.S.A. 79-3606(g) exempts all sales of aircraft including remanufactured and modified aircraft sold to persons using directly or through an authorized agent such aircraft as certified or licensed carriers of persons or property in interstate or foreign commerce under authority of the laws of the United States or any foreign government or sold to any foreign government or agency or instrumentality of such foreign government and all sales of aircraft, for use outside of the United States and sales of aircraft repair, modification and replacement parts and sales of services employed in the remanufacture, modification and repair of aircraft.

Description of tangible personal property or services purchased: _____

Tail Number of Aircraft: _____

The undersigned understands and agrees that if the property or services are used other than as stated above or for any other purpose that is not exempt from sales or compensating tax, the undersigned purchaser becomes liable for the tax.

Purchaser: _____
Business Name

Address: _____
Street, RR, or P. O. Box
City
State
Zip + 4

Authorized Signature: _____ Date: _____

THIS CERTIFICATE MUST BE COMPLETED IN ITS ENTIRETY.

WHO MAY USE THIS EXEMPTION?

The U.S. government and any of its agencies, foreign governments and their agencies, domestic airlines, foreign airlines, and charter companies qualify for this exemption. Persons licensed in interstate commerce (such as those licensed under a FAA part 135, air taxi certificate) also qualify for this exemption. A licensed or certified carrier of persons or property engaged in interstate or foreign commerce is exempt even though the aircraft never leaves Kansas (all flights are intrastate). The exemption also applies to sales made through an authorized agent of the air carrier for the eventual use in interstate or foreign commerce. Effective January 1, 2005 sales of aircraft repair, modification and replacement parts and sales of services employed in the remanufacture, modification and repair of all aircraft are exempt from Kansas retailers' sales and compensating use taxes.

WHAT PURCHASES ARE EXEMPT?

A purchaser meeting the above definitions may purchase new, used, rebuilt or modified aircraft, all repair or replacement parts, and the labor services to build, modify or repair any aircraft exempt from sales tax. In other words, a qualified purchaser may have a plane built, remanufactured, modified or repaired in Kansas, and all aspects of the sale are exempt from sales tax with this exemption certificate. Aircraft, repair parts and labor, and oil and gas are also exempt when the aircraft is used exclusively for resale, rental, or leasing purposes.

WHAT SALES ARE TAXABLE?

Persons and businesses whose aircraft is used for personal, company, recreational, or instructional purposes are NOT exempt and cannot use this exemption certificate to purchase aircraft. The January 1, 2005 amendment exempts only the repair parts and services. Purchasers must pay sales tax on the purchase price of aircraft. Those not licensed in interstate or foreign commerce are considered to be the final consumer of the aircraft and must pay sales tax when buying the aircraft and on purchases of aviation fuel and oil.

RETAINING THIS CERTIFICATE

Sellers should retain a completed copy of this certificate in their records for at least three years from the date of sale. A seller is relieved of liability for the tax if it obtains a completed exemption certificate from a purchaser with which the seller has a recurring business relationship. A certificate need not be renewed or updated when there is a recurring business relationship between the buyer and seller. A recurring business relationship exists when a period of no more than 12 months elapses between sales transactions.

EXHIBIT E

AIRCRAFT AND SPARE PARTS DELIVERY RECEIPT

Stanford Aviation, LLC, a Delaware limited liability company ("Seller") and **Slick Corporation**, a South Dakota corporation ("Buyer") hereby acknowledge that, pursuant to a Used Aircraft Purchase and Sale Agreement, dated as of _____, 2009, between Seller and Buyer (the "Sale Agreement"), Seller did deliver and Buyer did accept delivery, **ON AN "AS IS, WHERE IS" BASIS**, of one (1) Hawker Siddeley model HS-125-600A aircraft, bearing manufacturer's serial number 256065 and United States Registration Number N10SA, together with two (2) Rolls Royce model Viper 601-22 aircraft engines bearing manufacturer's serial numbers 601130 and 601106 and all its equipment, avionics, accessories, including all logbooks, records, and manuals relating to such aircraft delivered with such aircraft (collectively, all of the foregoing, the "**Aircraft**") and all spare parts on board the Aircraft at the time of its delivery by Seller to Buyer or shipped to Buyer in accordance with the Sale Agreement (collectively, the "**Spare Parts**") at the following place, time and date of delivery:

PLACE OF DELIVERY: _____

DATE OF DELIVERY: _____

TIME OF DELIVERY: _____

The undersigned Buyer's representative is authorized by Buyer to accept delivery of the above described Aircraft and delivery (or shipment as applicable) of the Spare Parts, AS, WHERE IS, and Buyer has accepted same, AS IS, WHERE IS, and hereby confirms and acknowledges, on behalf of Buyer including (without limitation) the satisfactory pre-purchase inspection of the Aircraft and Spare Parts and the test flight of the Aircraft. The undersigned Seller's representative is authorized by Seller to make delivery of the above described Aircraft and make delivery of (or ship as applicable) the Spare Parts, AS IS, WHERE IS, to Buyer and does hereby make delivery of the above described Aircraft and does hereby make delivery of (or ship, as applicable), the Spare Parts, AS IS, WHERE IS to Buyer.

IN WITNESS WHEREOF, the parties hereto have caused this Aircraft and Spare Parts Delivery Receipt to be executed by their duly authorized representatives on the ____ day of _____, 2009.

Aircraft & Spare Parts Accepted and Received By:- Aircraft Delivered By and Spare Parts Delivered (or shipped) By:

BUYER:

SELLER:

SLICK CORPORATION

STANFORD AVIATION, LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STANFORD FINANCIAL GROUP RECEIVERSHIP

PRE-RECEIVER AVIATION EXPENSE	Jan'08 - Sept'08	2007	2006	2005	TOTAL
PERSONNEL EXPENSE:					
Salaries and Contract Labor (incl. payroll tax)	\$ 3,931,969	\$ 5,321,546	\$ 4,087,298	\$ 3,639,918	\$ 16,980,731
Insurance and Benefits	533,360	619,403	363,824	368,782	1,885,369
Education, Seminars, Dues, and Subscriptions	614,896	535,284	468,332	317,658	1,936,170
T&E	<u>1,225,331</u>	<u>1,421,452</u>	<u>1,082,460</u>	<u>993,035</u>	<u>4,722,278</u>
Total Personnel Expense	6,305,556	7,897,685	6,001,914	5,319,393	25,524,548
FACILITIES EXPENSE:					
Air Charter and Land Lease	32,165	140,942	251,484	25,176	449,767
Building Repairs, Maintenance, Security, and Utilities	334,334	545,593	279,646	291,743	1,451,316
G&A (incl. Telecom)	256,202	287,550	208,134	127,410	879,296
Other Miscellaneous	<u>111,926</u>	<u>142,279</u>	<u>100,820</u>	<u>84,394</u>	<u>439,419</u>
Total Facilities Expense	734,627	1,116,364	840,084	528,723	3,219,798
PLANE EXPENSE:					
Insurance	278,428	422,697	412,784	355,693	1,469,602
Airplane Lease	9,237,656	12,086,805	10,943,825	9,433,314	41,701,600
Fuel	3,487,237	4,936,967	3,642,464	3,113,676	15,180,344
Catering, Supplies, Handling and Facilitation Fees	769,032	1,148,925	905,879	619,552	3,443,388
Hangar Rent	280,776	308,138	329,976	325,790	1,244,680
Aircraft R&M	<u>3,180,459</u>	<u>3,883,019</u>	<u>2,690,079</u>	<u>2,653,929</u>	<u>12,407,486</u>
TOTAL PLANE EXPENSE	17,233,588	22,786,551	18,925,007	16,501,954	75,447,100
TOTAL AVIATION EXPENSE	\$ 24,273,771	\$ 31,800,600	\$ 25,767,005	\$ 22,350,070	\$ 104,191,446
AVERAGE EXPENSE PER MONTH	\$ 2,697,086	\$ 2,650,050	\$ 2,147,250	\$ 1,862,506	\$ 2,315,365
AVERAGE EXPENSE PER DAY	\$ 88,590	\$ 87,125	\$ 70,595	\$ 61,233	\$ 76,108