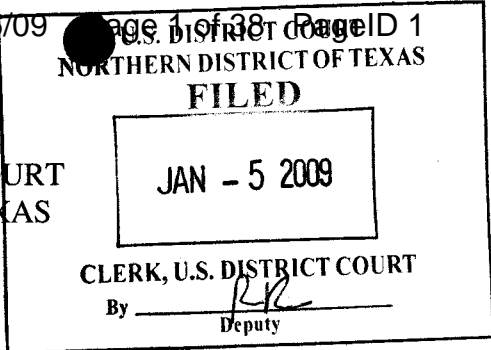


#27666



ORIGINAL

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

TIBER AVIATION, S.r.l.,

Plaintiff,

v.

TEXTRON FINANCIAL CORPORATION,  
BELL HELICOPTER TEXTRON INC., and  
UNITED ROTORCRAFT SOLUTIONS LLC

Defendants.

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**3-09CV0005-P**

Civil Action No. \_\_\_\_\_

PLAINTIFF REQUESTS  
TRIAL BY JURY

**PLAINTIFF'S ORIGINAL COMPLAINT**

Plaintiff TIBER AVIATION S.r.l., an Italian limited liability company ("Tiber"), files this Original Complaint against Defendants TEXTRON FINANCIAL CORPORATION ("TFC"), BELL HELICOPTER TEXTRON INC. ("Bell"), and UNITED ROTORCRAFT SOLUTIONS, LLC ("United Rotorcraft") (collectively, "Defendants") and for its causes of action and claims for relief would respectfully show the Court as follows:

**SUMMARY OF DISPUTE**

Bell and TFC, like two schoolyard bullies, used their weight and influence to steal Tiber's "lunch money"—an \$8.25 million Bell 412 EP helicopter, serial number 36252 ("Bell 36252"), lying to the U.S. Department of Commerce in the process. United Rotorcraft, bailor of Bell 36252 responsible for safeguarding and ensuring the helicopter's undamaged return to Tiber, stepped aside and allowed Bell and TFC to fly Bell 36252 away. Tiber is the rightful owner of Bell 36252 and brings this suit to recover the benefit of its bargain.

## PARTIES

1. Plaintiff Tiber Aviation, S.r.l. is an Italian limited liability company duly organized according to the laws of the country of Italy, with its principal place of business located in Rome, Italy.

2. Defendant Textron Financial Corporation is a foreign for-profit corporation organized under the laws of the State of Delaware, registered to do business in the State of Texas, and may be served with process by and through its registered agent for service of process, **CT Corporation System, 350 N. St. Paul St., Dallas, Texas 75201.**

3. Defendant Bell Helicopter Textron Inc. is a foreign for-profit corporation organized under the laws of the State of Delaware, registered to do business in the State of Texas, and may be served with process by and through its registered agent for service of process, **Timothy John Harrington, 600 E. Hurst Blvd., Hurst, Texas 76053.**

4. Defendant United Rotorcraft Solutions, LLC is a domestic limited-liability company organized under the laws of the State of Texas and may be served with process by and through its registered agent for service of process, **David S. Brigham, 351 E. Airport Rd., Box 10, Building 500, Decatur, Texas 76234.**

## JURISDICTION AND VENUE

5. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(a), as the matter in controversy exceeds the sum of \$75,000, exclusive of interest and costs, and is between citizens of different countries.

6. Venue is proper in this district pursuant to 28 U.S.C. § 1391(a).

## FACTS

7. Tiber is in the business of buying, upgrading, and selling helicopters. This dispute involves a Bell Model 412 Helicopter, Serial Number 36252, that was rightfully purchased by Tiber from Helicopteros y Vehiculos Aereas Nacionales, S.A. de C.V. (“Helivan”) in Mexico. In March 2008, Tiber purchased three Bell Model 412 helicopters (Serial Numbers 36173, 36207, and 36252) from Helivan in Mexico. According to the Sale Option Agreement and amendment thereto, title for Bell 36252 transferred from Helivan to Tiber—free and clear of all liens, claims, charges, and encumbrances—upon Tiber’s payment of the amounts due and acceptance of the helicopter.<sup>1</sup> To date, Tiber has paid Helivan \$22 million and each helicopter was delivered by Helivan to the inspection location, accepted by Tiber, and title was transferred to Tiber under a bill of sale.

8. TFC claims, without proof of financing or having legally recorded its security interest, that it provided financing to Helivan for helicopters 36207 and 36252 through two lease agreements. TFC claims that it retained title to the helicopters and that they were registered at the Mexican DGAC (Director General of Civil Avionics) in the name of TFC prior to October 14, 2008. According to the FAA Registry, International Registry, and Mexican DGAC registration records, TFC abandoned ownership of Bell 36252 on April 5, 2000, did not register the helicopter internationally, and as of March 26, 2008, Helivan was the record owner of Bell 36252 with the Mexican DGAC.<sup>2</sup> As such, by virtue of its failure to comply with the Convention on International Interests in Mobile Equipment and the Protocol on Matters Specific

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<sup>1</sup> See Exhibit A, true and correct copies of the March 12, 2008 Sale Option Agreement and April 2, 2008 amendment thereto.

<sup>2</sup> See Exhibit B, true and correct copies of the currently-available FAA Registry N-Number Inquiry Results for Bell 36252, International Registry Informational Search results for Bell 36252, and DGAC registration records for Bell 36252.

to Aircraft Equipment (“Cape Town Treaty”), and 49 United States Code Chapter 441, and Title 14 Chapter 1 of the U.S. Code of Federal Regulations, TFC had no security interest in Bell 36252 that would take priority over Tiber’s good faith purchase. *See* 49 U.S.C.A. § 44108(a); *see also* Cape Town Treaty, 2001 WL 34360428, at \*56; International Recognition of Rights in Aircraft Convention, 1953 WL 44518, at \*1.

8. The 36173 and 36207 helicopters were shipped directly from Mexico to Italy without incident. Tiber subsequently discovered that it could save a substantial amount on shipping if Bell 36252 was flown from Mexico to the U.S., disassembled, containerized, and then shipped to Italy. Tiber arranged for United Rotorcraft to perform the disassembly in Texas, and Helivan was responsible for delivering Bell 36252 from Mexico into the U.S. United Rotorcraft, Panalpina, Inc., and Austin Jet were charged with completion of all necessary import and transport procedures to Italy.

9. Tiber paid Helivan \$8.25 million USD for Bell 36252 (plus an additional \$414,600 for upgrades) via wire transfers on March 17, 2008 (\$1.5 million deposit), August 19, 2008 (\$585,000), August 26, 2008 (\$2.165 million), September 11, 2008 (4.362 million), and September 12, 2008 (\$52,600).<sup>3</sup> On September 24, 2008, Bell 36252 was flown across the Mexican border to United Rotorcraft’s facility in Decatur, Texas for disassembly. Bell and TFC subsequently learned that Bell 36252 was in Texas, and seized the aircraft despite not having the right to do so, thereby depriving Tiber of the benefit of its bargain.

10. Upon information and belief, TFC representatives went to the Dallas Field Office of the U.S. Department of Commerce, Office of Export Enforcement (“DOC”), and told the DOC that Bell 36252 belonged to TFC and was intended for export to Iran. There was no DOC

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<sup>3</sup> See Exhibit C, true and correct copies of wire transfer records reflecting payments made by Tiber for Bell 36252.

investigation into the destination of Bell 36252, no Order from a legal authority, no official finding and no paperwork generated.

11. On October 10, 2008, George D. Richardson, special agent in charge of the Dallas Field office of the DOC, wrote a letter to TFC advising the company that Bell 36252 was being detained by the DOC and the helicopter was to remain in TFC's custody until further notice from the agency.<sup>4</sup> The DOC's seizure, based exclusively upon information provided to it by TFC representatives, was wholly unjustified and improper.

12. That same day, representatives of TFC and the DOC went to United Rotorcraft's facility, handed out their business cards, told United Rotorcraft's personnel that they were seizing the helicopter and flew away in Bell 36252. United Rotorcraft did not ask for a warrant, a detention letter, or even a post-it note evidencing DOC's authority for the seizure. United Rotorcraft, without so much as a courtesy call to Tiber, simply stepped aside, and watched TFC fly away with Tiber's \$8.25 million dollar helicopter.

13. On October 14, 2008, four days after stealing its helicopter, TFC wrote to Tiber advising Tiber that:

In March, 2000 [TFC] entered into two lease agreements with [Helivan] pertaining to Bell 412EP serial numbers 36207 and 36252. These helicopters are owned by TFC and registered at the Mexican DGAC in the name of TFC. To the best of our knowledge, both helicopters remain registered in the name of TFC at the DGAC.

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On September 29<sup>th</sup>, TFC was informed from a reliable source that a Bell 412 previously operated by Helivan was located in Iran and serviced by a Helivan mechanic. The export of a TFC-owned aircraft to Iran would be a violation of U.S. law. During the course of TFC's investigation, TFC located unit 36252 in Texas which was in the beginning stages of being disassembled for export. The sale, transfer, and planned exportation of unit 36252 were without TFC's knowledge and prior written consent as required by the lease. At that time TFC

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<sup>4</sup> See Exhibit D, a true and correct copy of the October 10, 2008 letter from Mr. George Richardson, Special Agent in Charge of the Dallas Field Office for the DOC, to TFC.

also learned that unit 36252 was the subject of an investigation for suspected violation of U.S. export restrictions to Iran.

On October 10, 2008, unit 36252 was repossessed under the terms and conditions of the Aircraft Finance Lease Agreement dated March 31, 2000. Also on October 10, 2008, the [DOC] issued a detention order prohibiting TFC from releasing unit 36252 to any person without its prior approval. In addition, TFC is required to freeze the proceeds received by wire transfer from Helivan on October 1, 2008 and cannot apply it to Helivan's outstanding accounts at this time.<sup>5</sup>

14. Tiber has never exported a helicopter to Iran and the Bell 36252 transaction was no different from the two before it—the helicopter was destined for Italy, not Iran. The Iran issue was invented by TFC and Bell as grounds for enlisting government intervention in helping TFC and Bell repossess Bell 36252 when they had no lawful right to do so. Because Bell and TFC enthusiastically created the wrongful seizure—thereby injecting what they claim is their property into a bureaucratic morass—Tiber should not be forced to forego the benefit of its bargain and suffer additional damages during the interminable DOC investigation.

15. Upon information and belief, Bell 36252 remains at Bell's Hurst facility at this time, with no charge to the DOC for storage. The Dallas Office of the DOC has ordered Bell to retain the helicopter until further notice.

16. All conditions precedent to the filing of this lawsuit, if any, have occurred or have been waived.

## COUNT I

### CONVERSION

#### AGAINST BELL AND TFC

17. Tiber re-alleges and incorporates by reference paragraphs 1-16 as though fully set forth herein.

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<sup>5</sup> See Exhibit E, a true and correct copy of the October 14, 2008 letter from TFC to Tiber.

18. As evidenced by the Helivan bill of sale, Mexican DGAC records, and TFC's failure to properly register its alleged security interest, Bell 36252 is the sole personal property of Tiber. Tiber owns and has the right to immediate possession of Bell 36252—purchased by Tiber for USD \$8.25 million (plus \$414,600 for upgrades).

19. Defendants Bell and TFC wrongfully, maliciously, without justification, and under false pretenses, seized Bell 36252 from Tiber's bailor, United Rotorcraft,.

20. By virtue of Bell and TFC's conversion, Tiber has suffered the complete loss of its helicopter and the benefit of its bargain, injuries in an amount in excess of this Court's jurisdictional minimum.

## **COUNT TWO**

### **VIOLATION OF THE TEXAS THEFT LIABILITY ACT**

**TEX. CIV. PRAC. & REM. CODE § 134.001 et seq. and TEX. PENAL CODE § 31.03**

#### **AGAINST BELL AND TFC**

21. Tiber re-alleges and incorporates by reference paragraphs 1-20 as though fully set forth herein.

22. Tiber holds title to and has a possessory right to Bell 36252. Tiber also has a greater right of possession to Bell 36252 than Bell or TFC because Tiber is a bona fide, good faith purchaser of Bell 36252.

23. Bell and TFC maliciously and fraudulently appropriated Bell 36252 by taking it from United Rotorcraft without Tiber's authorization or consent. Such taking constituted a felony theft of greater than the third degree under Texas Penal Code § 31.03.

24. As evidenced by TFC's October 14, 2008 correspondence, Bell and TFC took Bell 36252 with the intent to deprive Tiber of the helicopter and of the benefit of its bargain.

25. By virtue of Bell and TFC's theft, Tiber has suffered injury in an amount in excess of this Court's jurisdictional minimum and is entitled to an award of its reasonable and necessary attorneys' fees.

### **COUNT THREE**

#### **FRAUD**

#### **AGAINST BELL AND TFC**

26. Tiber re-alleges and incorporates by reference paragraphs 1-25 as though fully set forth herein.

27. Bell and TFC materially and falsely represented to Tiber that Bell 36252 was registered to TFC with the Mexican DGAC and that TFC had a perfected security interest in Bell 36252. Bell and TFC knew in fact at the time the representations were made to Tiber that Bell 36252 was not registered to TFC with the Mexican DGAC and was, in fact, not registered on the Mexican, U.S. or International aircraft registries to TFC. Upon information and belief, Bell and TFC also falsely represented to the DOC that Bell 36252 was intended for export into Iran.

28. Bell and TFC intended that Tiber rely on the material false representation regarding ownership of Bell 36252 and not contest Bell and TFC's unlawful taking of Bell 36252.

29. Tiber was forced to rely on Bell and TFC's representation by virtue of the seizure of Bell 36252 by Bell and TFC and detainment by the DOC.

30. Bell and TFC's representations to Tiber and the DOC caused Tiber to suffer damages in excess of the Court's jurisdictional minimum.



**COUNT FOUR**

**TORTIOUS INTERFERENCE WITH EXISTING CONTRACT**

**AGAINST BELL AND TFC**

31. Tiber re-alleges and incorporates by reference paragraphs 1-30 as though fully set forth herein.

32. Tiber had a valid contract with Helivan for the purchase of Bell 36252. In adhering to the terms of that agreement, Tiber paid Helivan \$8.25 Million USD (plus \$414,600 for upgrades) and received lawful title to Bell 36252.

33. Bell and TFC willfully and maliciously interfered with the contract, blocking Tiber's access to Bell 36252 without justification and making false representations to the DOC.

34. Bell and TFC's interference has proximately caused injury to Tiber in an amount in excess of the Court's jurisdictional minimum, as a result of its complete loss of the helicopter and for loss of the benefit of its bargain.

**COUNT FIVE**

**NEGLIGENCE**

**AGAINST BELL AND TFC**

35. Tiber re-alleges and incorporates by reference paragraphs 1-34 as though fully set forth herein.

36. Bell and TFC, as former owners of Bell 36252 and on notice that Tiber was a good faith purchaser of the helicopter, owed a legal duty to Tiber to exercise reasonable care in the evaluation of and execution on its alleged security interest in Bell 36252.

37. At a minimum, Bell and TFC breached the duty owed to Tiber by negligently determining that it had a perfected security interest when one in fact did not exist, attempting a

post-sale perfection on a security interest, and in making false representations to the Dallas Office of the DOC with the intent that Tiber be deprived of Bell 36252.

38. As a direct and proximate cause of Bell and TFC's failures as described herein, Tiber suffered damages in excess of the Court's jurisdictional minimum.

**COUNT SIX**

**NEGLIGENCE – BAILMENT**

**AGAINST UNITED ROTORCRAFT**

39. Tiber re-alleges and incorporates by reference paragraphs 1-38 as though fully set forth herein.

40. Bell 36252 was delivered to United Rotorcraft for disassembly prior to shipping. Tiber's entrustment of Bell 36252 to United Rotorcraft constituted a bailment, in that Bell 36252 was delivered to United Rotorcraft for a specific purpose, United Rotorcraft accepted delivery, the parties agreed that United Rotorcraft would disassemble Bell 36252 in exchange for payment from Tiber, and United Rotorcraft understood that after the disassembly was performed, Bell 36252 was to be returned to Tiber. As such, United Rotorcraft owed a duty to Tiber to see that Bell 36252 was returned to Tiber in an undamaged condition.

41. Bell 36252 was not returned to Tiber because United Rotorcraft permitted an unlawful and unauthorized taking of the helicopter by Bell and TFC. United Rotorcraft wholly failed to demand adequate assurances from Bell, TFC, and the DOC that the seizure was in fact justified and lawful before allowing those parties to take Tiber's property.

42. As a direct and proximate result of United Rotorcraft's negligence, Tiber suffered damages in an amount in excess of the Court's jurisdictional minimum.

**COUNT SEVEN**

**BREACH OF CONTRACT**

**AGAINST UNITED ROTORCRAFT**

43. Tiber re-alleges and incorporates by reference paragraphs 1-42 as though fully set forth herein.

44. Tiber and United Rotorcraft entered into a valid, enforceable agreement under which United Rotorcraft was to disassemble Bell 36252, protect and preserve the helicopter and its components during disassembly, prepare the components for shipping, and return the components to Tiber.

45. Tiber performed, tendered performance, or was excused from performing its obligations under the contract.

46. In failing to adequately protect and preserve the helicopter and failing to return it following disassembly, United Rotorcraft, without justification, breached the parties' agreement.

47. As a direct and proximate result of United Rotorcraft's breach of contract, Tiber has suffered damages in excess of the Court's jurisdictional minimum and is entitled to an award of its reasonable and necessary attorneys' fees.

**COUNT EIGHT**

**DECLARATORY RELIEF**

48. Tiber re-alleges and incorporates by reference paragraphs 1-47 as though fully set forth herein.

49. A controversy exists between Tiber and TFC because both claim that they are the rightful owner of Bell 36252.

50. Tiber desires a judicial determination that it is the lawful holder of title to Bell 36252 and that no other party has any lawful interest in Bell 36252. Such a declaration is necessary and appropriate at this time to quiet title to Bell 36252 and prevent any additional claims.

51. By virtue of its request for Declaratory Relief, Tiber is entitled to an award of its reasonable and necessary attorneys' fees.

WHEREFORE, PLAINTIFF TIBER AVIATION, S.R.L. respectfully requests that the Court:

1. Enter judgment against Defendants for:
  - a. Actual and compensatory damages suffered by Tiber as a result of the unlawful taking of Bell 36252, including \$8.25 Million USD lost in payment for the helicopter and \$414,600 lost in payment for upgrades plus all consequential damages and lost benefit-of-the-bargain;
  - b. Pre- and post-judgment interest at the highest rate allowed by law;
  - c. Costs of Court;
  - d. Exemplary damages;
  - e. Reasonable and necessary attorneys' fees incurred by Tiber in bringing this action;
2. Enter a declaration that Tiber holds title to Bell 36252 free and clear from any and all prior encumbrances;
3. Order such other and further relief, general and special, at law or in equity, to which the Court finds Tiber Aviation, S.r.l. lawfully entitled.

Respectfully submitted,

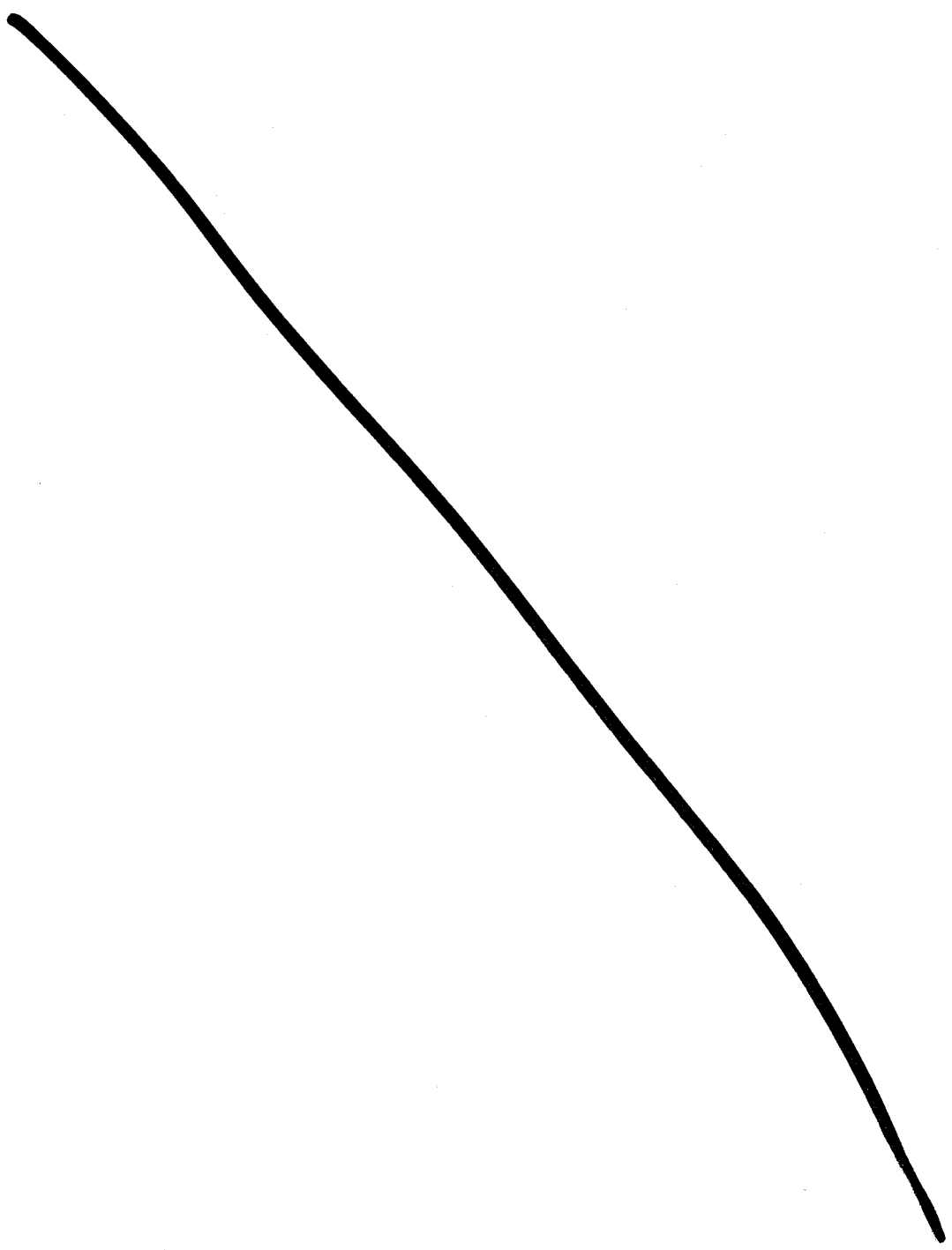
**ROSE•WALKER, L.L.P.**



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**ATTORNEYS FOR PLAINTIFF**





**SALE OPTION AGREEMENT**

**THIS AGREEMENT** is made the 12<sup>th</sup> day of March, 2008 (the "Agreement")

**BETWEEN:**

- (1) **Helicopteros y Vehiculos Aereos Nacionales, S.A. de C.V.**, whose principal place of business is at Hacienda de Acambay No. 39 – Int. 202, Col. Prado Coapa, Del. Tlalpan 14350 Mexico D.F., Mexico, RFC: HAV9603071Y4 ("HELIVAN"); and
- (2) **TIBER AVIATION S.r.l.** whose principal place of business is at Via Salaria 2139 – 00138 Roma, Italy, VAT Number 09473471002 ("TIBER").

**WITNESSETH**

Whereas Helicopteros y Vehiculos Aereos Nacionales, S.A. de C.V. a Mexican company ("HELIVAN") and Tiber Aviation SRL, an Italian corporation ("TIBER") executed on March 12, 2008 two purchase agreements (the "Purchase Agreements") for Helicopters Bell 412 EP serial numbers 36173 and 36207. (The "Helicopters").

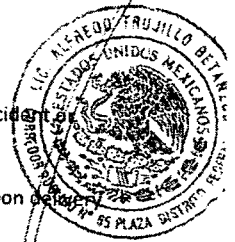
Whereas the parties wish to be bound under the terms and conditions hereinabove mentioned for the sale of a third Helicopter to TIBER.

Whereas both parties acknowledge that the price and further terms and conditions under the Purchase Agreements were established on a jointly negotiation for the Helicopters including this sale option.

**AGREEMENT**

TIBER herein grants a sale option to Helivan to sale the helicopter (model and serial number) (the "Third Helicopter") under the following terms and conditions:

- a) Helivan at any time may exercise this sale option, upon written notice sent to TIBER at the domicile herein established.(the "Notice")
- b) Once TIBER receives the Notice, TIBER will be bound to purchase the Third Helicopter at a price of US\$8,250,000.00 United States of America Dollars)
- c) Upon exercise of the sale option herein granted, the parties must execute a purchase and sale agreement under similar terms and conditions as those contained in the Purchase Agreements except for the following:



- i) The Third Helicopter will be sold on "as is", "where is" condition. No accident, major change from today.
- ii) The purchase price herein established will be paid in one installment upon delivery of the Third Helicopter.
- iii) Any other term herein modified or which may reasonable understand as modified by the agreements herein made.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first written above.

On behalf of Helicopteros y Vehiculos Aereos Nacionales, S.A. de C.V.

  
Name: CUAUHTEMOC VELAZQUEZ DORANTES

Title: Legal Representative

On behalf of Tiber Aviation srl

  
Name: ANTONIO LEONARDO GIOMMARINI

Title: Legal representative



--- ALFREDO TRUJILLO BETANZOS, corredor público sesenta y cinco de la Plaza de la Ciudad de México, hago constar que el señor capitán CUAUHTÉMOC VELÁZQUEZ DORANTES y el señor ANTONIO LEONARDO GIOMMARINI, el primero en representación de "HELICÓPTEROS Y VEHÍCULOS AÉREOS NACIONALES", SOCIEDAD ANÓNIMA DE CAPITAL VARIABLE y el segundo en representación de "TIBER AVIATION SRL", reconocieron como suyas y puestas de su puño y letra las firmas que en original calzan el presente documento, levantando para constancia de lo anterior, en el libro de actas y pólizas de la correduría a mi cargo y con fecha doce del actual y firmada hoy, el acta mil quinientos noventa y siete, en la cual ambos comparecientes acreditaron la representación que ostentan.-----  
--- México, Distrito Federal, a doce de marzo de dos mil ocho.-----



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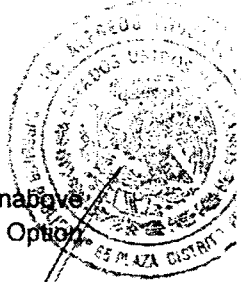
**THIS AMENDMENT TO A SALE OPTION AGREEMENT** is made the 2<sup>nd</sup> of April, 2008  
(the "New Agreement")

**BETWEEN:**

- (1) **Helicopteros y Vehiculos Aereos Nacionales, S.A. de C.V.**, whose principal place of business is at Hacienda de Acambay No. 39 – Int. 202, Col. Prado Coapa, Del. Tlalpan 14350 Mexico D.F., Mexico, RFC: HAV9603071Y4 ("HELIVAN"); and
- (2) **TIBER AVIATION S.r.l.** whose principal place of business is at Via Salaria 2139 – 00138 Roma, Italy, VAT Number 09473471002 ("TIBER").

**WHEREAS**

- A. On March 12, 2008, HELIVAN and TIBER entered and executed a Sale Option Agreement (the "Sale Option Agreement") in respect of one (1) Bell 412EP helicopter with manufacturer's serial number 36252 (the "Third Helicopter").
- B. On March 12, 2008, HELIVAN and TIBER entered and executed an Aircraft Purchase and Sale Agreement (the "First Purchase Agreement") in respect of one (1) Bell 412EP helicopter with manufacturer's serial number 36173 (the "First Helicopter").
- C. On March 12, 2008, HELIVAN and TIBER entered and executed an Aircraft Purchase and Sale Agreement (the "Second Purchase Agreement" and jointly with the First Purchase Agreement, the "Purchase Agreements") in respect of one (1) Bell 412EP helicopter with manufacturer's serial number 36207 (the "Second Helicopter" and jointly with the First Helicopter and the Third Helicopter, the "Helicopters").
- D. On April 2, 2008, HELIVAN and TIBER amended the First Purchase Agreement (the "First Amendment Agreement") and the Second Purchase Agreement (the "Second Amendment Agreement" and jointly with the First Amendment Agreement the "Amendment Agreements").
- E. Both Parties acknowledge that the price and further terms and conditions under the Purchase Agreements and the Amendments Agreements were established on a jointly negotiation for the purchase of the Helicopters. HELIVAN considered for the sale of the Helicopters that if the option under the Sale Option Agreement was exercised, HELIVAN was entitled to receive the full price of the Helicopters.
- F. On March 27, 2008, HELIVAN exercised the option under the Sale Option Agreement.

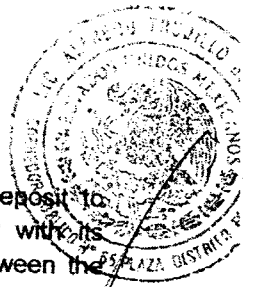


G. Whereas the parties wish to be bound under the terms and conditions hereinabove mentioned for the sale of the Third Helicopter and therefore the Sale Option Agreement is herein amended accordingly.

#### AGREEMENT

**FIRST.- SALE OPTION, TERMS AND CONDITIONS.-** TIBER herein grants a sale option to HELIVAN to sale the Third Helicopter under the following terms and conditions:

- a) HELIVAN at any time but not later than May 15, 2008 may exercise this sale option, upon written notice sent to TIBER at the domicile herein established. (the "Notice")
- b) Once TIBER receives the Notice, TIBER will be bound to purchase the Third Helicopter at a price of US\$8,250,000.00 (Eight million two hundred and fifty thousand United States of America Dollars) (The "Purchase Price").
- c) The Purchase Price shall be paid as follows: a) the amount of US\$1,500,000.00 (One million five hundred thousand United States Dollars) (the "Deposit") shall be paid jointly with the payment of the Balance Due on the Second Helicopter as established under the Second Amendment Agreement (as deposit for the purchase of the Third Helicopter if HELIVAN exercises this sale option) and b) the amount of US\$6,750,000.00 (Six million seven hundred fifty thousand United States Dollars) within the four (4) business days following the final inspection herein-below referred.
- d) Once TIBER receives the Notice, TIBER must conduct within the following three (3) business days, a final inspection to the Third Helicopter considering that the Third Helicopter is sold on "as is", "where is" condition on an airworthiness condition basis. No accident or major change from today.
- e) If from the final inspection, the Third Helicopter meets the conditions hereinabove mentioned, TIBER shall issue an acceptance certificate under the same terms as those established under the Purchase Agreements. In this case HELIVAN shall apply the Deposit to the Purchase Price, and provided that HELIVAN has received in immediately available funds the complete Purchase Price, HELIVAN will deliver and transfer the ownership of the Third Helicopter to TIBER (by issuing a Bill of Sale on the same terms applicable for the Purchase Agreements) or to whoever TIBER may designate.
- f) If Seller has not received the complete Purchase Price as herein agreed, Seller may terminate the Agreement by notice to Buyer, whereupon neither Seller nor the Buyer shall have any further liability to each other with respect to the Agreement. The Deposit is non-refundable unless Seller falls, upon tender of the Purchase Price, to deliver under the agreed conditions, the Helicopter in which case, Buyer



may terminate the Agreement and Seller shall promptly return the Deposit to Buyer. It is therefore herein agreed that failure of Buyer to comply with its obligations under this New Agreement and/or any other agreement between the parties, grants Seller the right to retain as compensation for its failure to comply with such agreements the Deposit without recourse, claim or action available to Buyer.

g) It will be applicable to this New Agreement any and all other terms and conditions established under the Purchase Agreements and the Amendment Agreements as may be necessary for its entirely understanding, interpretation, provided that in case there is a conflict between the Purchase Agreements, the Amendment Agreements and this New Agreement, this New Agreement shall prevail.

**SECOND.-** For purposes of this New Agreement, the term business day shall mean a day (other than Saturday or Sunday) on which banks are open for business in the State of Texas, USA. Any other term herein mentioned and not defined shall have the meaning assigned under the Purchase Agreement and/or the Amendment Agreements, any provision herein not contained it is understood that shall apply as agreed under the Purchase Agreements and/or the Amendment Agreements as might be necessary.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first written above.

On behalf of Helicopteros y Vehiculos Aereos Nacionales, S.A. de C.V.

\_\_\_\_\_  
Name: CUAUHTEMOC VELAZQUEZ DORANTES

Title: Legal Representative

On behalf of Tiber Aviation srl

\_\_\_\_\_  
Name: ANTONIO LEONARDO GIOMMARINI

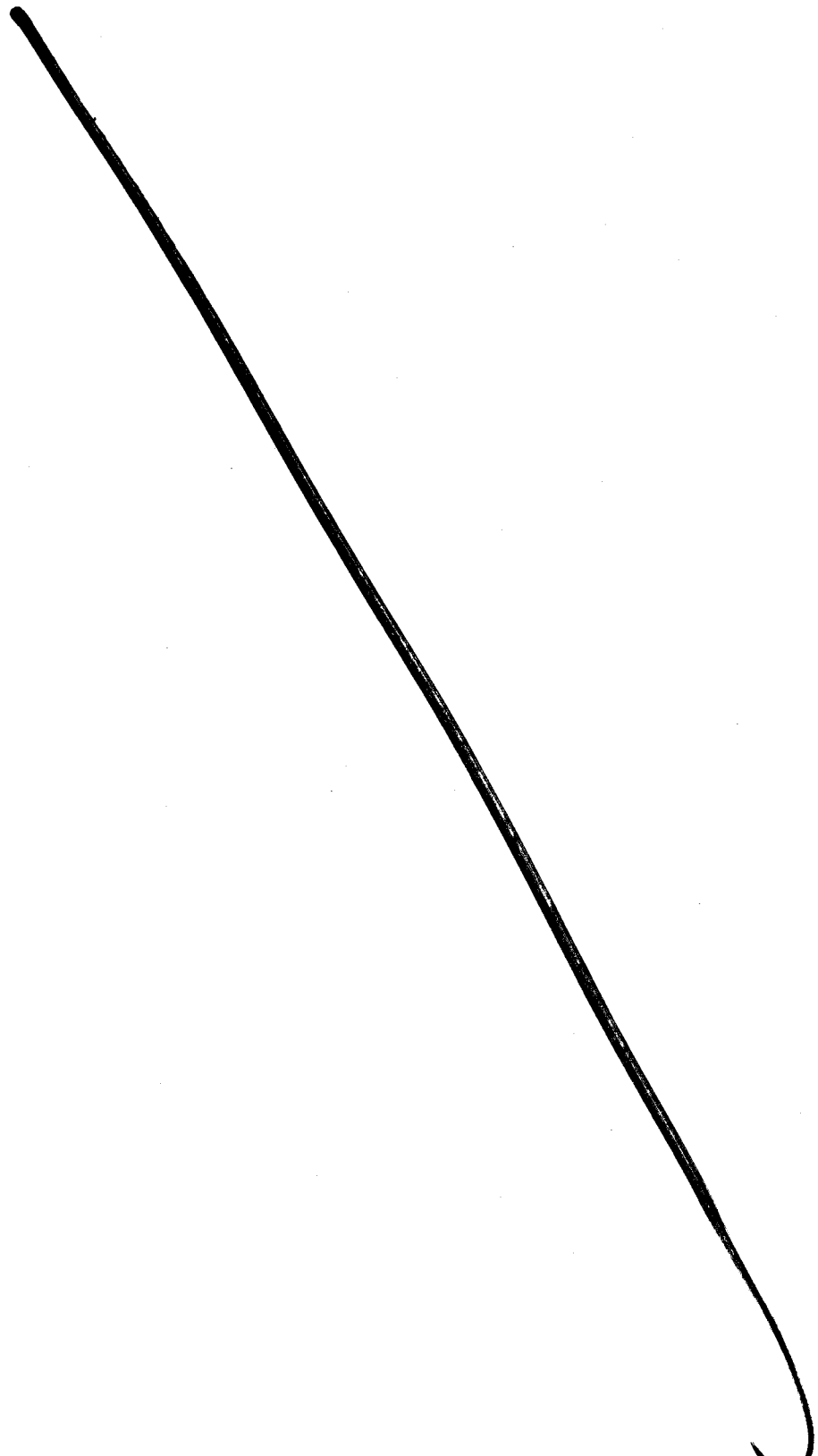
Title: Legal representative

----- ALFREDO TRUJILLO BETANZOS, corredor público sesenta y cinco de la Plaza de la Ciudad de México, hago constar que el señor capitán CUAUHTÉMOC VELÁZQUEZ DORANTES y el señor ANTONIO LEONARDO GIOMMARINI, el primero en representación de "HELICÓPTEROS Y VEHÍCULOS AÉREOS NACIONALES", SOCIEDAD ANÓNIMA DE CAPITAL VARIABLE y el segundo en representación de "TIBER AVIATION SRL", reconocieron como suyas y puestas de su puño y letra las firmas que en original calzan el presente documento, levantando para constancia de lo anterior, en el libro de actas y pólizas de la correduría a mi cargo y con fecha doce del actual y firmada hoy, el acta mil seiscientos cuarenta y cuatro, en la cual ambos comparecientes acreditaron la representación que ostentan. -----

--- México, Distrito Federal, a dos de abril de dos mil ocho. -----



A large, stylized handwritten signature in black ink, consisting of several sweeping, overlapping strokes.



FAA Registry  
N-Number Inquiry Results

N2397K has multiple records

Reserved N-Number

<b>Type Reservation</b>	No Fee
<b>Mode S Code</b>	50426506
<b>Reserved Date</b>	09/11/2003
<b>Renewal Date</b>	None
<b>Purge Date</b>	99/99/9999
<b>Pending Number Change</b>	None
<b>Date Change Authorized</b>	None
<b>Reserving Party Name</b>	SBS PROGRAM OFFICE/ATO-E/BOB NICHOLS
<b>Street</b>	800 INDEPENDENCE AVE SW
<b>City</b>	WASHINGTON
<b>State</b>	DIST. OF COL.
<b>Zip Code</b>	20591
<b>County</b>	DIST OF COLUMBIA
<b>Country</b>	UNITED STATES

Deregistered Aircraft 1 of 2

Aircraft Description

<b>Serial Number</b>	36252	<b>Type Registration</b>	Corporation
<b>Manufacturer Name</b>	BELL	<b>Certificate Issue Date</b>	03/03/2000
<b>Model</b>	412EP	<b>Mode S Code</b>	50426506
<b>Year Manufacturer</b>	None	<b>Cancel Date</b>	04/05/2000
<b>Reason for Cancellation</b>	Exported	<b>Exported To</b>	MEXICO

Aircraft Registration prior to Deregistration

<b>Name</b>	BELL HELICOPTER TEXTRON INC		
<b>Street</b>	PO BOX 482		
<b>City</b>	FORT WORTH	<b>State</b>	TEXAS
<b>County</b>	TARRANT	<b>Zip Code</b>	76101-0482
<b>Country</b>	UNITED STATES		

EXHIBIT B

Airworthiness

None

---

Other Owner Names

None

---

**Deregistered Aircraft 2 of 2**

Aircraft Description			
<b>Serial Number</b>	3878A0621	<b>Type Registration</b>	Unknown
<b>Manufacturer Name</b>	PIPER	<b>Certificate Issue Date</b>	None
<b>Model</b>	PA-38-112	<b>Mode S Code</b>	50426506
<b>Year Manufacturer</b>	None	<b>Cancel Date</b>	10/25/1989
<b>Reason for Cancellation</b>	Unknown	<b>Exported To</b>	

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Aircraft Registration prior to Deregistration

None

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Airworthiness

None

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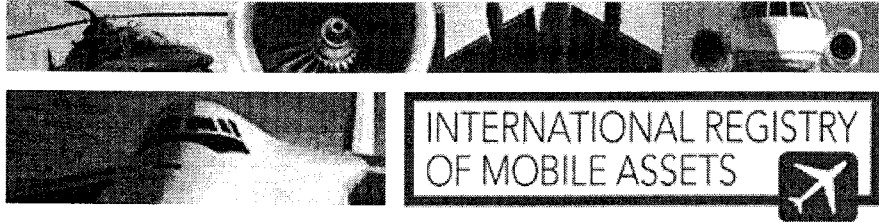
Other Owner Names

None

---









- Home
- User Area
- Register or Consent to Interest
- Search the Registry
- Fees and Payment Options
- Documentation and Information
  - Arabic
  - Chinese
  - English
  - French
  - Russian
  - Spanish
- FAQs (Frequently Asked Questions)
- Contact Us
- Annual Statistical Report
- Help
  
- Log-in: Martin Rose  
Lawful Air GenPar, L.L.C.
- Logout

## Search Registrations

### Informational Search

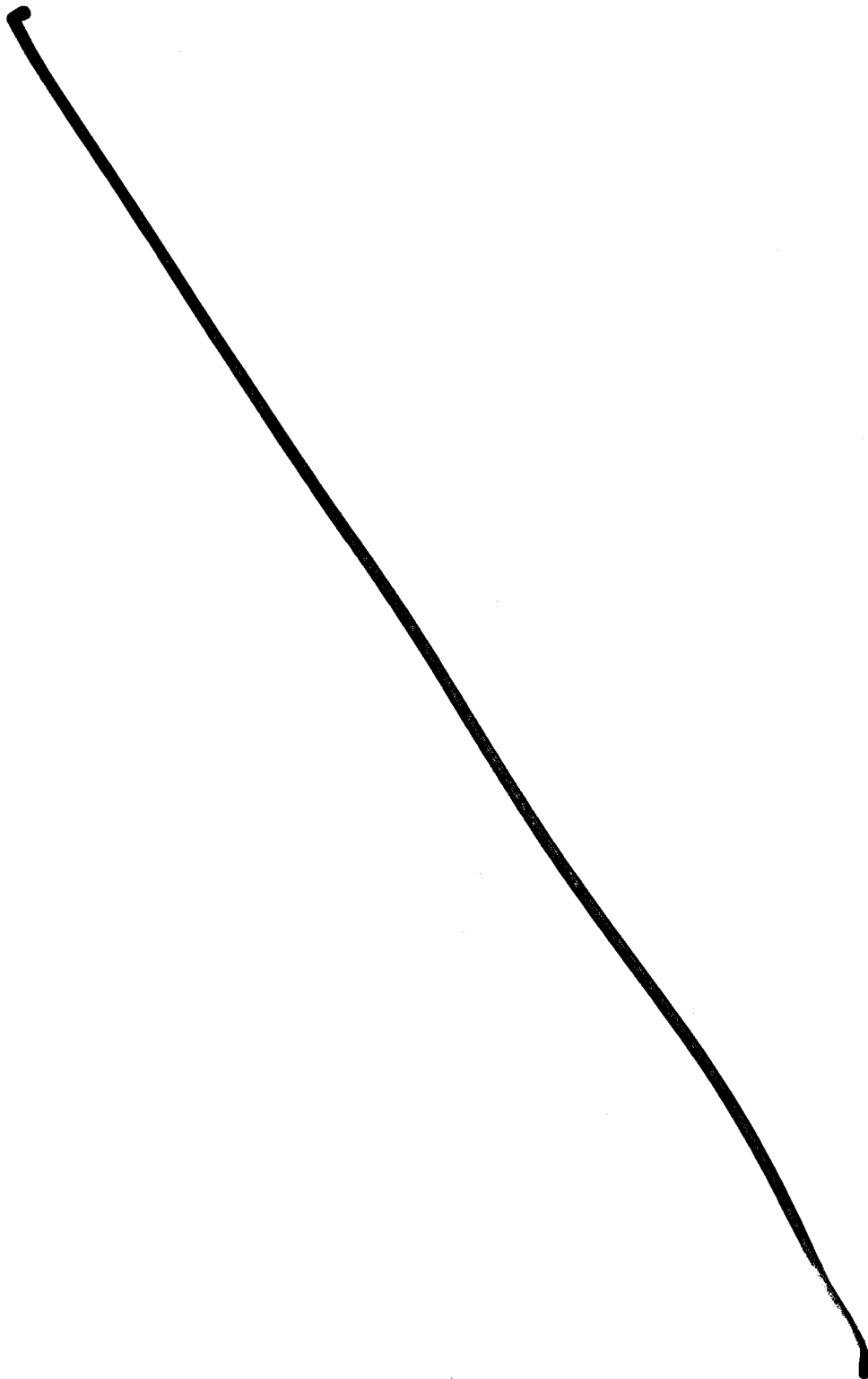
Manufacturer	Model Designator	Manufacturer's Serial Number	Object Type	Matches current Manufacturer List	Registration Exists	Select
Bell Helicopter	412EP	36252		YES	NO	<input type="checkbox"/>

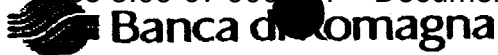
By entering this site you acknowledge and agree to all **terms and conditions** stated herein

		<b>ESTADOS UNIDOS MEXICANOS</b> SECRETARIA DE COMUNICACIONES Y TRANSPORTES DIRECCION GENERAL DE AERONAUTICA CIVIL CERTIFICADO DE AERONAVEGABILIDAD STANDARD NUM. <b>08134019</b> STANDARD CERTIFICATE OF AIRWORTHINESS NUM.	
1. MARCAS DE NACIONALIDAD Y MATRICULA NACIONALIDAD AND REGISTRATION MARKS <b>XA-HVN.</b>	2. FABRICANTE Y MODELO MANUFACTURER AND MODEL <b>BELL H.T./B-412EP.</b>	3. NUMERO DE SERIE SERIAL NUMBER <b>3 6 2 5 2.</b>	
<b>AERONAVE DE TRANSPORTE.</b>			
5. EL PRESENTE CERTIFICADO DE AERONAVEGABILIDAD SE OTORGA DE ACUERDO CON LA LEY DE AVIACION CIVIL Y SU REGLAMENTO DE CONCORDANCIA CON EL CONVENIO SOBRE AVIACION CIVIL INTERNACIONAL DE PEQUENA DISTANCIA DE 1944 Y CON EL CONVENIO DE AERONAVEGABILIDAD QUE MEXICO FIRMA LA AERONAVE ANTES MENCIONADA, QUE SE CONSIDERA QUE SE CUMPLEN LAS CONDICIONES DE AERONAVEGABILIDAD MIENTRAS SE MANTIENE EN EL ESTADO QUE LE ANTECEDE Y LAS LIMITACIONES QUE SE LE ASIGNAN EN ESTE CERTIFICADO. THIS AIRWORTHINESS CERTIFICATE IS ISSUED IN ACCORDANCE WITH THE INTERNATIONAL AGREEMENT AGREEMENT DATED OCTOBER 7TH 1944 AND THE AMERICAN AIRWORTHINESS CODE FOR THE AVIATION AND AERONAUTICAL REGULATIONS CONCERNING AIRWORTHINESS CONDITIONS, AS LONG AS IT IS MAINTAINED AND USED AS DESCRIBED IN THIS CERTIFICATE AND THE NECESSARY MAINTENANCE AND REPAIRS ARE PERFORMED. <b>ING. EDIS ALFONSO CANTO DE GANTE.</b>			
FECHA DE EXPIRACION / EXPIRATION DATE: <b>25-MARZO-2009.</b> OBSERVACIONES / REMARKS:			

PLANEADOR / AIRFRAME			
<b>HELIPTEROS Y VEHICULOS AEREOS NACIONALES S. A. DE C. V.</b> <b>HANGAR HELIVAN APTO. INTERNACIONAL CD. DEL CARMEN, CAMPECHE.</b>			
PROYECTADOR / DRAWER	BASE DE OPERACIONES / OPS. BASE <b>CD. DEL CARMEN, CAMP</b>		
TRIPULACION DE VUELO / FLIGHT CREW	<b>DOS (02)</b>		
PESO TOTAL AL DESPEGUE / MAX TAKE OFF WEIGHT	<b>4,587.0 KGRS.</b>		
PESO VACIO / EMPTY WEIGHT	<b>3,395.0 KGRS.</b>		
MOTORES / ENGINES			
FABRICANTE / MANUFACTURER	MODEL O / MODELO	EMPUJE O POTENCIA / THRUST OR POWER	
<b>PRATT &amp; WHITNEY</b>	<b>PT6I-3D.</b>	<b>900 H. P. C/U.</b>	
HELICES O ROTORES PRINCIPALES / PROPELLERS OR MAIN ROTORS			
FABRICANTE / MANUFACTURER	MODEL O DEL MODELO / H/B MODEL	MODEL O DE LAS PALAS / BLADES MODEL	
<b>BELL HELICOPTER</b>	<b>412-010-100-217.</b>	<b>412-015-300-109.</b>	
ROTOR DE COLA / TAIL ROTOR			
FABRICANTE / MANUFACTURER	MODEL O DEL MODELO / H/B MODEL	MODEL O DE LAS PALAS / BLADES MODEL	
<b>BELL HELICOPTER.</b>	<b>212-011-701-125.</b>	<b>212-010-750-105.</b>	
AUTOREZADO PARA REALIZAR OPERACIONES TIPO / KIND OF OPERATIONS AUTHORIZED			
OPERACIONES VISUALES NOCTURNAS / VISUAL NIGHT OPERATIONS <b>XXXXX</b> OPERACIONES POR INSTRUMENTOS IFR / IFR OPERATIONS <b>XXXXX</b>			

EL CERTIFICADO ORIGINAL DEBE SER EXHIBIDO EN LA AERONAVE DISPUESTA PARA SU USO EN ESTE CERTIFICADO. EL CERTIFICADO ORIGINAL DEBE SER EXHIBIDO EN LA AERONAVE DISPUESTA PARA SU USO EN ESTE CERTIFICADO. EL CERTIFICADO ORIGINAL DEBE SER EXHIBIDO EN LA AERONAVE DISPUESTA PARA SU USO EN ESTE CERTIFICADO.





SERVIZIO ESTERO  
CAUSALE PAGAMENTO:  
ACCOUNT OF AIRCRAFT BELL 412 EP 361  
73 - BELL 412 EP 36207

DATA 17/03/2008  
NS.RIF 0058107700001268

RIF.TI 10 USD 3500000,00  
VAL.RI

BENEFICIARIO  
ARMOREL CONSULTING GROUP SA  
ATTN MARTHA VALADEZ

-----  
CLIENTE  
TIBER AVIATION SOCIETA' A  
RESPONSABILITA' LIMITATATA  
VIA SALARIA 2139  
00100 ROMA

CODICE FILIALE: 00408  
B DI ROMAGNA SEDE RAVENNA

DIVISA	IMPORTO	VALUTA	CAMBIO	IMPORTO EURO	SEGNO	DESCRIZIONE/CONTO
USD	3500000,00		1,577247	2219056,37		BONIFICO IN PARTENZA
USD	23,66		1,577247	15,00		SPESE SWIFT
USD	157,50		1,577247	99,86		COMMISSIONI
USD	3500181,16	19/03	1,577247	2219171,23	DEB	C/000078300492 C/D AGENZIA 408

1500.000 3° Elicottero 36252

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\* BANCA DI ROMAGNA SPA  
\*  
\*  
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DATA 17/03/2008 NUMERO 00001268 OPERATORE AD10737  
LOG

COPIA PER  
USO INTERNO

PARTITE OLD  
IBAN: 0436 33  
BANCA BENEFICIARIA: AMEGY BANK N.A.

HOUSTON, TEXAS

STA03

EXHIBIT C

SERVIZIO ESTERO  
 CAUSALE PAGAMENTO:  
 ACCONTO BELL 412 EP S/N 36252

DATA 19/08/2008  
 NS.RIF 0058123200001276

DATA REGOLAMENTO SU C/C 21/08/2008  
 RIF.TI 10 USD 585000,00  
 VAL.RI

BENEFICIARIO  
 ARMOREL CONSULTING GROUP SA

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 CLIENTE  
 TIBER AVIATION SOCIETA' A  
 RESPONSABILITA' LIMITATATA  
 VIA SALARIA 2139  
 00100 ROMA

CODICE FILIALE: 00408  
 B DI ROMAGNA SEDE RAVENNA

DIVISA	IMPORTO VALUTA	CAMBIO	IMPORTO EURO	SEGNO	DESCRIZIONE/CONTO
USD	585000,00	1,464500	399453,74	N	BONIFICO IN PARTENZA
EUR	100,00		100,00		COMMISSIONI
EUR	399553,74		399553,74	DEB	C/000000000459 C/C AGENZIA 408

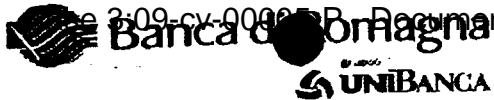
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 LOG DATA NUMERO OPERATORE  
 19/08/2008 00001276 AD10617

COPIA PER  
 USO INTERNO

PARTITE OLD  
 IBAN: 0436 33  
 BANCA BENEFICIARIA: AMEGY BANK N.A.

HOUSTON, TEXAS



SERVIZIO ESTERO  
CAUSALE PAGAMENTO:  
2 ACCONTO BELL 412 EF S N 36252

DATA 26/08/2008  
NS.RIF 0058123900001426

DATA REGOLAMENTO SU C/C 28/08/2008  
RIF.TI 10 USD 2165000,00  
VAL.RI

BENEFICIARIO  
ARMOREL CONSULTING GROUP SA

ATT MARTHA VALDEZ

-----  
CLIENTE  
TIBER AVIATION SOCIETA' A  
RESPONSABILITA' LIMITATA  
VIA SALARIA 2139  
00100 ROMA

CODICE FILIALE: 00408  
B DI ROMAGNA SEDE RAVENNA

DIVISA	IMPORTO	VALUTA	CAMBIO	IMPORTO EURO	SEGNO	DESCRIZIONE/CONTO
USD	2165000,00	✓	1,460200	~ 1482673,61		BONIFICO IN PARTENZA
EUR	100,00			100,00		COMMISSIONI
EUR	1482773,61	26/08		~ 1482773,61	DEB	C/000000000459 C/C AGENZIA 408

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\* BANCA DI ROMAGNA SPA  
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LOG DATA NUMERO OPERATORE  
26/08/2008 00001426 AD10737

PARTITE OLD  
IBAN: 0436 33  
BANCA BENEFICIARIA: AMEGY BANK N.A.

HOUSTON, TEXAS

STA03

COPIA PER  
USO INTERNO



SERVIZIO ESTERO  
CAUSALE PAGAMENTO:  
SALDO ELICOTTERO BELL 412 SN 36252

DATA 09/09/2008  
NS.RIF 0058125300001387  
DATA REGOLAMENTO SU C/C 11/09/2008  
RIF.TI 10 USD 4362000,00  
VAL.RI

BENEFICIARIO  
ARMOREL CONSULTING GROUP SA  
ATTN MARTHA VALADEZ

-----  
CLIENTE  
TIBER AVIATION SOCIETA' A  
RESPONSABILITA' LIMITATATA  
VIA SALARIA 2139  
00100 ROMA

CODICE FILIALE: 00408  
B DI ROMAGNA SEDE RAVENNA

DIVISA	IMPORTO VALUTA	CAMBIO	IMPORTO EURO	SEGNO	DESCRIZIONE/CONTO
USD	4362000,00	1,417800	3076597,55		BONIFICO IN PARTENZA
EUR	100,00		100,00		COMMISSIONI
EUR	3076697,55		3076697,55	DEB	C/000000000459 C/C AGENZIA 408

*4.000.000 3° Elicottero 36252 saldo*  
*362.000 spese*

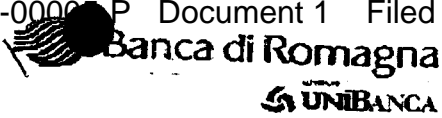
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\* BANCA DI ROMAGNA SPA  
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LOG DATA NUMERO OPERATORE  
09/09/2008 00001387 AD10737

**COPIA PER  
USO INTERNO**

PARTITE OLD  
IBAN: 0436 33  
BANCA BENEFICIARIA: AMEGY BANK N.A.

HOUSTON, TEXAS



SERVIZIO ESTERO  
 CAUSALE PAGAMENTO  
 TRASFERIMENTO DI FONDI ELICOTTERO  
 BRIDGES SN 36252

DATA 10/09/2008  
 NS.RIF 0058125400001447

DATA REGOLAMENTO SU C/C 12/09/2008  
 RIF.TI 10 USD 52600,00  
 VAL.RI

BENEFICIARIO  
 ARMORAY CONSULTING GROUP SA  
 ATTN MARTHA VALADEZ

-----  
 CLIENTE  
 TTRER AVIATION SOCIETA' A  
 RESPONSABILITA' LIMITATA  
 VIA SALARIA 2139  
 00100 ROMA

CODICE FILIALE: 00408  
 B DI ROMAGNA SEDE RAVENNA

DIVISA	IMPORTO VALUTA	CAMBIO	IMPORTO EURO	SEGN	DESCRIZIONE/CONTO
USD	52600,00	1,408500	37344,69		BONIFICO IN PARTENZA
EUR	100,00		100,00		COMMISSIONI
EUR	37444,69		37444,69	DEB	C/000000000459 C/C AGENZIA 408

*Handwritten signature*

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 \* BANCA DI ROMAGNA SPA  
 \*  
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LOG DATA NUMERO OPERATORE  
 10/09/2008 00001447 AD10737

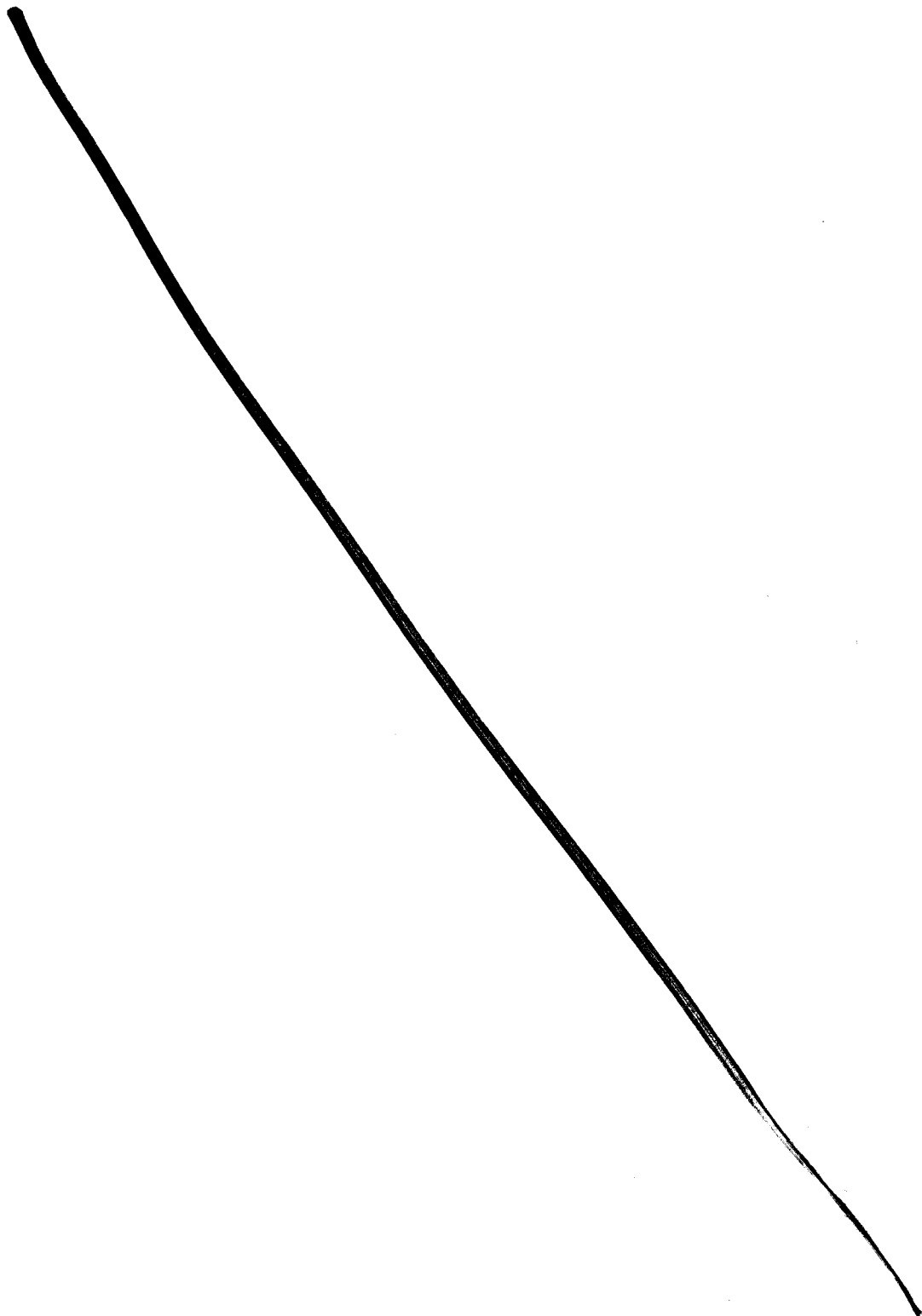
PARTITE OLD  
 IBAN: 0436 33  
 BANCA BENEFICIARIA: AMEGY BANK N.A.

HOUSTON, TEXAS

STA03

**COPIA**





10/10/2008 12:47 FAX 214 767

USDOC-OEE-DALLAS

002



UNITED STATES DEPARTMENT OF COMMERCE  
Bureau of Industry and Security  
DALLAS FIELD OFFICE  
Office of Export Enforcement  
525 S. Griffin Street, Suite 622  
Dallas, Texas 75202

October 10, 2008

In Reply Refer to EE/01195575/08

Textron Financial Corporation  
Attorney Blake Meyer  
100 N. Broadway Suite 600  
Wichita, KS 67205

Dear Sir or Madam:

The United States Department of Commerce is responsible for regulating the export of dual use goods and technology from the United States of America. The Office of Export Enforcement (OEE), Bureau of Industry and Security (BIS), U.S. Department of Commerce (DOC), is responsible for investigating allegations of, and violations of, the Export Administration Regulations (EAR), the Export Administration Act (EAA) and the International Emergency Economic Powers Act (IEEPA).

This letter is to officially inform you that the attempted exportation of the Bell Textron 412EP helicopter to Tiber Aviation, Rome, Italy, which is currently in your possession, is being detained by the U.S. Department of Commerce, Office of Export Enforcement, Dallas, Texas.

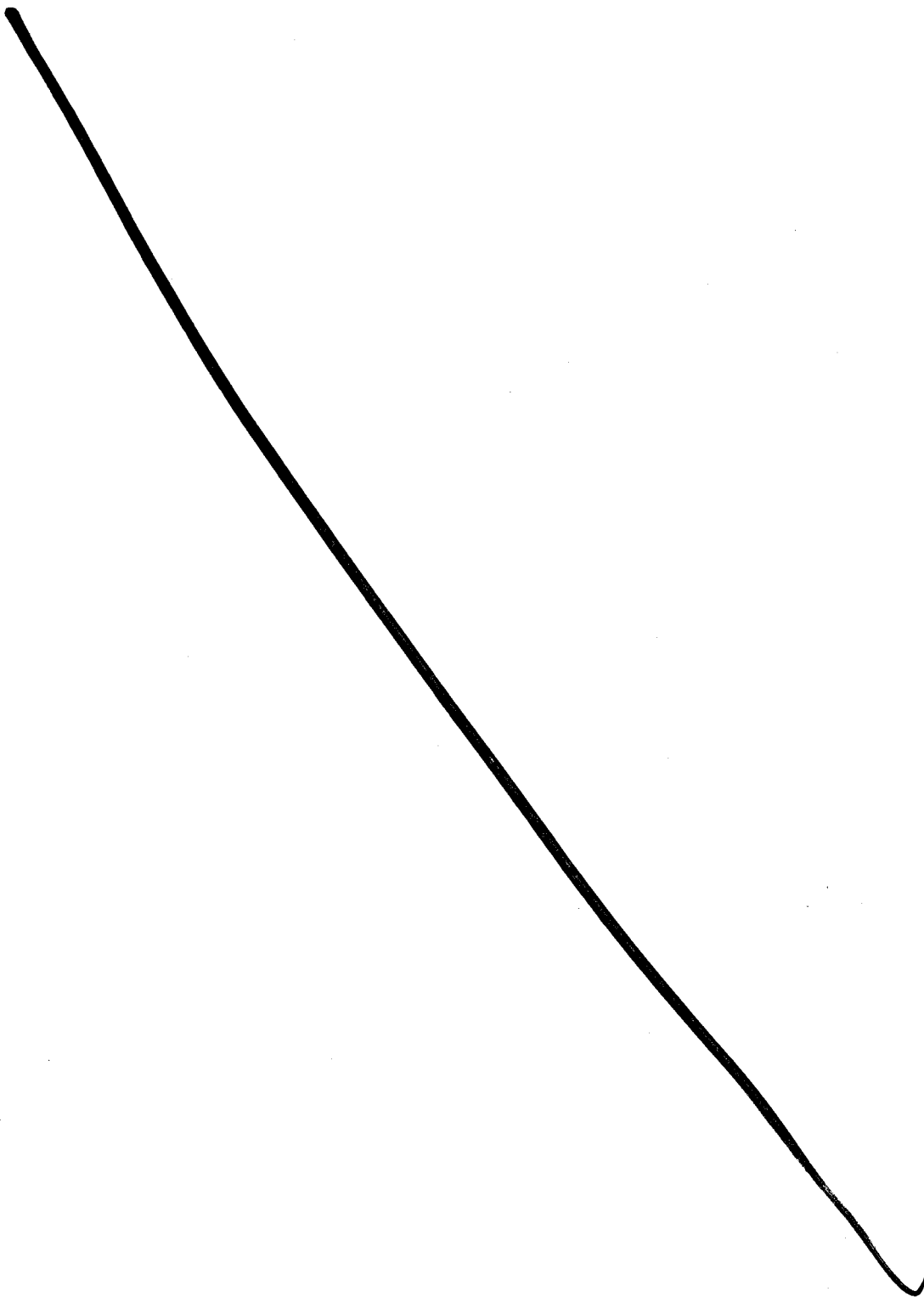
This letter formally advises you that this shipment is to remain in your custody until further notice. Under no circumstance is this item to be exported or released until you receive further instructions from this office. As per telephone conversations with Attorney Blake Meyer, this office understands there will be zero charges assessed to DOC related to the storage of this helicopter. Also, this office concurs with Textron's decision to freeze all monies received for the sale of this helicopter and the previously identified helicopter until such time as the DOC determines the safe and/or exportation of both helicopters to be in accordance with U.S. law.

Your cooperation in this matter is appreciated. Questions may be directed to Special Agent Troy Shaffer at 214-767-9248.

Sincerely,

George D. Richardson  
Special Agent in Charge  
Dallas Field Office





**TEXTRON FINANCIAL**

*Lending help beyond expectations.*

40 Westminster Street  
Providence, RI 02903  
(401) 621-4200 Tel  
(401) 621-5045 Fax  
www.textronfinancial.com

October 14, 2008

VIA EMAIL & FEDERAL EXPRESS

Tiber Aviation srl  
Via Salaria, 2139 - (00138)  
Roma, Italy

Attn: Antonio Leonardo Giommarini

Re: *Bell 412EP, Serial No. 36252*

Dear Mr. Giommarini:

In March, 2000, Textron Financial Corporation (TFC) entered into two lease agreements with Helicopteros y Vehiculos Aereos Nacionales, S.A. de C.V. (Helivan) pertaining to Bell 412EP serial numbers ~~36207~~ and 36252. These helicopters are owned by TFC and registered at the Mexican DGAC in the name of TFC. To the best of our knowledge, both helicopters remain registered in the name of TFC at the DGAC.

At no time prior to October 1, 2008, did TFC or Bell have any knowledge or information that Helivan had sold or was attempting to sell units 36207 and 36252 to Tiber Aviation. The lease agreements between TFC and Helivan expressly state that any attempted sale or transfer of the helicopters without TFC's prior written consent is void and a breach of the leases.

On September 29<sup>th</sup>, TFC was informed from a reliable source that a Bell 412 previously operated by Helivan was located in Iran and had been serviced by a Helivan mechanic. The export of a TFC-owned aircraft to Iran would be a violation of U.S. law. During the course of TFC's investigation, TFC located unit 36252 in Texas which was in the beginning stages of being disassembled for export. The sale, transfer, and planned exportation of unit 36252 were without TFC's knowledge and prior written consent as required by the lease. At that time, TFC also learned that unit 36252 was the subject of an investigation for suspected violation of U.S. export restrictions to Iran.

On October 10, 2008, unit 36252 was repossessed under the terms and conditions of the Aircraft Finance Lease Agreement dated March 31, 2000. Also on October 10, 2008, the United States Government, Department of Commerce, issued a detention order prohibiting TFC from releasing unit 36252 to any person without its prior approval. In addition, TFC is required to freeze the proceeds received by wire transfer from Helivan on October 1, 2008, and cannot apply it to Helivan's outstanding accounts at this time. Unit 36252 will not be released and the proceeds may not applied to Helivan's account until TFC receives further instructions from the U.S. Government and a determination that the sale and/or exportation of 36207 and 36252 are in accordance with U.S. law. A copy of the U.S. Government's detention order is enclosed.

TFC will retain care, custody, and control over unit 36252 until such time as the U.S. Government informs TFC of their intended disposition of unit 36252. TFC will also suspend all funds received on October 1<sup>st</sup> pending approval of the U.S. Government to apply those funds. Because the disposition of those funds remains uncertain under these circumstances, TFC will not be executing terminations of the leases or bills of sale until this matter is resolved and TFC believes it can do so in compliance with U.S. law.

TFC requests that Tiber Aviation provide the following information to assist us in resolving this matter:

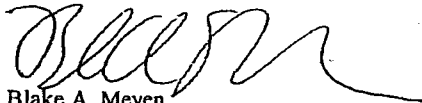
- 1) The date of final acceptance and delivery of 36173, 36207, and 36252 by Tiber Aviation.
- 2) The date and amount of all wire transfers for the purchase price of each aircraft.
- 3) Whether Tiber Aviation still has possession of units 36173 and 36207 or, if not, the details of the disposition of those aircraft.
- 4) Whether any spare parts or maintenance services were included in the transaction.
- 5) The current registration marks and geographical location of units 36173 and 36207.
- 6) The intended disposition of unit 36252 upon export of that unit from the U.S.
- 7) Any general background information you can provide regarding Tiber Aviation.
- 8) How Tiber Aviation came into contact with Helivan.

We look forward to your response.

Cessna Finance Corporation (CFC) is servicing this account on behalf of TFC. All further communications from Tiber Aviation should be directed to me at (316) 660-1256. CFC's mailing address is 100 N. Broadway, Suite 600, Wichita, KS 67202.

Sincerely,

CÉSSNA FINANCE CORPORATION



Blake A. Meyen  
Senior Vice President & General Counsel

JS 44 (Rev. 12/07)

CIVIL COVER SHEET **3-09CV0005-P**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

**I. (a) PLAINTIFFS**

Tiber Aviation, S.r.l.

(b) County of Residence of First Listed Plaintiff Rome, Italy  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Martin E. Rose, Ross Cunningham, Rose Walker, LLP 3500 Maple Ave., Ste. 900, Dallas, Texas 75219; (214) 752-8600

**DEFENDANTS**

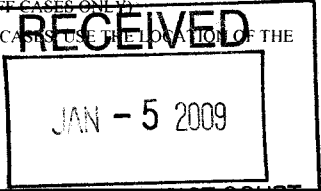
Textron Financial Corporation, Bell Helicopter Textron, Inc., and United Rotorcraft Solutions, LLC

County of Residence of First Listed Defendant

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)



**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 2 U.S. Government Defendant
- 3 Federal Question (U.S. Government Not a Party)
- 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input checked="" type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Overpayment Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	<b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input checked="" type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes

**V. ORIGIN**

(Place an "X" in One Box Only)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from another district (specify)
- 6 Multidistrict Litigation
- 7 Appeal to District Judge from Magistrate Judgment

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
28 U.S.C. § 1332(a)

Brief description of cause:  
 Plaintiff sues due to Defendants unlawful seizure and improper handling of Plaintiff's helicopter.

**VII. REQUESTED IN COMPLAINT:**

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMANDS **OVER \$75,000.00**

CHECK YES only if demanded in complaint:  
 JURY DEMAND:  Yes  No

**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

1-5-2009

SIGNATURE OF ATTORNEY OF RECORD

*[Handwritten Signature]*

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_