

CONSENT OF DIRECTORS IN LIEU OF MEETING
OF THE WING GROUP, LIMITED CO.
a Delaware corporation.
(the "Company")

The undersigned, representing a majority of all of the Directors of the Company and none of whom is an interested party in the transactions contemplated herein, hereby consent to and take the following actions without a meeting:

RESOLVED:

1. That the officers of the Company are hereby authorized and directed, as soon as practicable, to enter into a Dry Lease Agreement (the "Lease") with Wing Aviation, Inc., a Texas corporation ("Wing Aviation"), 100% of the outstanding stock of which is owned by John B. Wing, a Director of the Company.
2. That the Lease shall be for the exclusive lease for an initial term of fifteen months of one Grumman G-1159 aircraft, serial no. 178, FAA registration no. currently N42LC to be purchased by Wing Aviation on or about August 13, 1996 (upon such purchase, Wing Aviation to make application to the F.A.A. to change such registration no. to N720JW), and related engines, equipment, furnishings and fixtures (collectively herein, the "Aircraft") and shall be substantially in the form attached hereto as Exhibit A.
3. That the lease fees payable by the Company to Wing Aviation under the Lease shall be as follows:

(a) Monthly in arrears, per hour for each hour actually flown, \$3900

LESS

(b) the average hourly cost, on an accrual basis, of the

Company's flight operations during such month as evidenced by its chart of accounts for such month.

In addition, in any month in which the cumulative total of hours actually flown during the then-elapsed lease term ("Cumulative Hours") is less than the Quota which is defined as follows:

33 1/3 hours x the number of months
then-elapsed in the lease term;

an amount shall be paid to Wing Aviation and carried on its books in an account nominated as the "Capital Cost Account" for the benefit of the Company, such that the Capital Cost Account is equal to the following:

Quota minus Cumulative Hours
times \$3042;

provided, however, that in any month in which the Cumulative Hours is greater than or equal to the Quota, the amount of lease fees due Wing Aviation shall be reduced by the amount then in the Capital Cost Account. The Capital Cost Account shall not be less than zero at any time.

After 12 months of the lease term have elapsed and lease fees have been paid therefor, if the total number of hours flown is less than 400, Wing Aviation shall retain the balance in the Capital Cost Account. For each hour actually flown in excess of 400 in such 12-month period, the Company shall pay Wing Aviation in Lease Fees the amount determined at (a) above. The same procedure shall be performed at the end of each successive 12 month period during the term of the Lease with a final accounting to be made (on a prorated basis) at the end of the Lease term.

4. That the Company shall endeavor that statements for lease fees as outlined above shall be paid within 10 days of receipt of the same including reasonable supporting documentation.
5. That the Aircraft shall be initially delivered to the Company under the Lease in Houston, Texas and shall be removed by the Company from the State of Texas as soon as practicable thereafter.
6. That the Aircraft shall be based in Louden County, Virginia at Dulles airport (or the FBO nearest thereto) during the term of the Lease or at such other location as the Company and Wing Aviation shall agree from time to time.
7. That the officers of the Company shall cause the Truth in Leasing Requirements of 14 C.F.R. Section 91.23 (copy attached hereto as Exhibit B) to be timely and properly met.
8. That the officers of the Company are hereby empowered to take every action necessary or appropriate to effect these resolutions and that any such actions taken by them heretofore are hereby ratified and affirmed.

Executed effective as of August 1, 1996.



John L. Davis

Mark A. Ruelle

Steven L. Kitchen

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8. That the officers of the Company are hereby empowered to take every action necessary or appropriate to effect these resolutions and that any such actions taken by them heretofore are hereby ratified and affirmed.

Executed effective as of August 1, 1986.

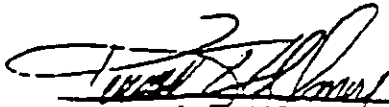
John L. Davis



Mark A. Ruelle



Steven L. Kitchen


Kenneth T. Wymore

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EXHIBIT A TO CONSENT OF DIRECTORS
OF THE WING GROUP, LIMITED CO.
dated effective as of August 1, 1996

FORM OF LEASE AGREEMENT

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AIRCRAFT DRY LEASE

This Lease of aircraft is made, effective as of August 14, 1996 by and between Wing Aviation, Inc., a Texas corporation, with principal offices at 1610 Woodstead Court, Suite 220, The Woodlands, Texas 77380, referred to as "Lessor" and The Wing Group, Limited Co., a Delaware corporation, with principal offices at 1610 Woodstead Court, Suite 220, The Woodlands, Texas 77380, referred to as "Lessee".

RECITALS

The parties recite that:

A. Lessor owns a Gulfstream II aircraft, Serial Number 1159- 178 and currently registered as N42LC, along with Rolls Royce Spey 511-8 engines bearing serial numbers 8882 and 8876 and all accessories, fixtures, furnishings, equipment and logs and record books contained therein (collectively hereinafter referred to as the "Aircraft"). The Aircraft is available for use by a qualified Lessee; and

B. Lessee desires to lease the aircraft for Part 91 operations of Lessee under such terms and conditions as are mutually satisfactory to the parties.

Now therefore, the parties agree as follows:

SECTION ONE LEASE OF AIRCRAFT/DELIVERY

Lessor and Lessee hereby agree that Lessor shall lease the Aircraft on an exclusive basis to Lessee under the terms and conditions contained herein. Lessor shall bear, in respect of the Aircraft, the cost of registration, fuel, maintenance and repairs, and, as provided below, the cost of certain insurance.

The lease fees payable to Lessor hereunder shall be One Dollar and other

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valuable consideration as agreed between the parties from time to time.

The Aircraft shall be delivered to Lessee at Houston, Texas or such other place as the parties shall agree on August 14, 1996 ("Delivery Date") at which time Lessee shall inspect the aircraft to the extent deemed necessary. Lessee shall have up to three flight hours following delivery of the Aircraft in which to notify Lessor in writing of any defects in the Aircraft or its equipment or accessories. If, at the end of such period, Lessor has not received such notification, it shall be conclusively presumed between the parties that Lessee has fully inspected the Aircraft having knowledge that it is in good safe and serviceable condition and repair and that the Lessee is satisfied with and has accepted the Aircraft in such condition and repair.

Lessor and Lessee agree that the Aircraft shall be permanently based at Loudon County, Virginia during the Term or such other places as lessor and Lessee shall agree from time to time.

SECTION TWO TERM

The term of this Lease shall be deemed to have commenced ("Commencement Date") on the Delivery Date unless Lessee shall thereafter notify Lessor of defects pursuant to Section One above in which case such term shall commence on the date the Aircraft is finally accepted by the Lessee, if at all. This Lease shall continue in force until terminated by either party upon six (6) months advance written notice; *provided, however,* the term of this Lease shall not end prior to November 14, 1997 except by mutual written agreement of the parties.

SECTION THREE INSURANCE

At all times during the term of this Lease, the Lessor shall cause to be carried and maintained casualty insurance with respect to the Aircraft for the agreed fair market value thereof. The Lessor shall be liable for the premium therefor. The Lessor shall also cause to be carried and

maintained public liability insurance with respect to the Aircraft in amounts and against risk comparable to similar insurance carried with respect to similar Aircraft.

The Lessor shall cause to be carried and maintained, at Lessor's cost, third party Aircraft liability insurance, passenger legal liability insurance, and property damage liability insurance during the term hereof in at least the amounts set forth on Exhibit A hereto. Any policies of insurance carried in accordance with this agreement; (i) shall name the Lessee as an additional named insured, and (ii) the underwriter thereof shall agree to waive any right of subrogation against Lessee; and (iii) shall provide that if the policy shall lapse, cancelled or materially changed, such a lapse, cancellation or change shall not be effective as to the Lessee except from and after thirty (30) days advance written notice. Each liability policy shall be primary without right of contribution from any other insurance which is carried by the Lessor or Lessee and shall expressly provide that all of the provisions thereof, except the limits of liability, shall operate in the same manner as if there were a separate policy covering each insured. The Lessor shall arrange for evidence of appropriate coverage as to the Aircraft and to the satisfaction of the requirements set forth above to be given by its insurance brokers to the Lessee. Insurance on the Aircraft shall be maintained for at least the risk events shown on the attached Exhibit A hereto.

Lessee shall provide at its own expense workmen's compensation insurance with all-states coverage for the crew and maintenance personnel.

This Aircraft Dry Lease Agreement shall be submitted for approval to the insurance carrier for each policy on the Aircraft.

SECTION FOUR RESTRICTIONS ON USE

Lessee may operate the Aircraft only for the purposes set forth in the insurance policy or policies obtained in compliance with the terms of this Lease. The Aircraft shall be operated at all times in accordance with all

applicable F.A.A. regulations and all manufacturer's suggested operating procedures. Furthermore, Lessee shall not use the aircraft in violation of any foreign, federal, state, territorial, or municipal law or regulation. Lessee will not base the Aircraft, or permit it to be based, outside the limits of the United States of America, without the written consent of Lessor.

The Aircraft shall be flown only by certificated and qualified pilots and shall be maintained only by certificated and qualified mechanics. In the event the insurance on the Aircraft would be invalidated because Lessee is unable to obtain certificated and qualified pilots and mechanics, Lessee shall not operate the Aircraft until such time as certificated and qualified pilots and mechanics are obtained and insurance on the Aircraft is made valid.

SECTION FIVE INSPECTION BY LESSOR

Lessee agrees to permit Lessor or any authorized agent to inspect the Aircraft at any reasonable time and to furnish any information in respect to the Aircraft and its use that Lessor may reasonably request.

SECTION SIX ALTERATIONS

Except in accordance with the Aircraft Servicing Agreement between the parties, if any, and other written agreements subsequent to the date of this Agreement between Lessee and Lessor regarding maintenance of the Aircraft, Lessee shall not have the right to alter, modify, or make additions or improvements to the Aircraft without the written permission of Lessor. All such alterations, modifications, additions, and improvements as are so made shall become the property of Lessor and shall be subject to all of the terms of this agreement.

SECTION SEVEN TITLE

The registration of, and title to, the Aircraft shall be in the name of the Lessor, and the Aircraft, at all times during the term of this agreement, or any extension, shall bear United States registration markings. All responsibility for and cost of such titling, registration and markings shall be borne by the Lessor.

SECTION EIGHT PAYMENT OF TAXES

Lessor shall pay or cause to be paid all taxes incurred by reason of ownership of the aircraft during the term of this agreement, including personal property taxes.

SECTION NINE ASSIGNMENT

Lessee agrees not to assign this Lease or any interest therein, or to sublet said Aircraft or to part with the possession of the same either by voluntary act, operation of law or otherwise, without prior written consent of Lessor, which consent shall not be unreasonably withheld. In the event that Lessee sublets or attempts to sublet or voluntarily or involuntarily parts with possession of the Aircraft, or in any manner violates any of the terms hereof, then in either of any of these events, this Lease shall at the option of Lessor immediately terminate and lessor shall be entitled to immediate possession of the Aircraft and to pursue all remedies hereunder.

Subject to the foregoing, this Lease inures to the benefit of, and is binding on, the heirs, legal representatives, successors, and assigns of the parties.

SECTION TEN ACCIDENT AND CLAIM

Lessee shall immediately notify Lessor of each accident involving the Aircraft, which notification shall specify the time, place, and nature of the accident or damage, the names and addresses of parties involved, persons injured, witnesses and owners of properties damaged, and such other

information as may be known. Lessee shall advise Lessor of all correspondence, papers, notices, and documents whatsoever received by Lessee in connection with any claim or demand involving or relating to the Aircraft or its operation, and shall aid in any investigation instituted by Lessor and in the recovery of damages from third persons liable therefor.

SECTION ELEVEN REPRESENTATIONS AND WARRANTIES OF LESSOR

Lessor warrants that as of the Delivery Date, Lessor will have a good and lawful authority to enter into this Lease. Provided that Lessee shall not have defaulted hereunder which default is continuing, Lessor agrees and covenants that Lessee shall and may peaceably and quietly have, hold and enjoy the Aircraft, during the Term of this Lease, free from repossession or disturbance by Lessor or its officers, agents, employees or servants. ANY LEASE FEES PAID BY LESSEE TO LESSOR WHICH ARE APPLICABLE TO ANY PERIOD OF TIME FOR WHICH LESSOR FAILS TO SATISFY ITS WARRANTY OF QUIET ENJOYMENT SET FORTH IN THIS PARAGRAPH, SHALL BE IMMEDIATELY REPAYED BY LESSOR TO LESSEE AS LESSEE'S SOLE REMEDY. LESSOR'S LIABILITY SHALL BE LIMITED TO THE FOREGOING REPAYMENT. Notwithstanding the foregoing, Lessee agrees to make the Aircraft available to Lessor for the purpose of showing the Aircraft to prospective buyers and lessees of the Aircraft should either party give notice of termination pursuant to Section Two. Lessor shall give Lessee reasonable notice of its desire to show the Aircraft and shall reimburse Lessee for any reasonable expenses related to such showing approved in advance, by Lessor. Lessor and Lessee shall cooperate to minimize the costs of any inconvenience related to any showing of the Aircraft.

Further Lessor, warrants and represents as follows:

(a) Due Organization. The Lessor is a corporation duly organized and validly existing in good standing under the laws of the jurisdiction of its incorporation, is duly qualified to do business as a corporation in good standing in each other jurisdiction where the conduct of its business requires it to be so qualified, and has the corporate power and authority

to carry on its business as presently conducted; to hold property under lease and to enter into and perform its obligations under this Lease.

(b) Due Authorization: Enforceability: No Violation. This Lease is duly authorized by all necessary corporate action on the part of the Lessor and has received any required or prudent approval of the stockholders of the Lessor, and has been, or will be duly executed and delivered by the Lessor and, assuming due authorization, execution and delivery by Lessee, will be, legal, valid and binding obligations of the Lessor, enforceable in accordance with its terms. The execution and delivery by the Lessor of the Lease is not, and the performance by it of its obligations under it will not be, inconsistent with its charter or by-laws, do not and will not contravene any law, governmental rule or regulation, judgment or order applicable to or binding on the Lessor, do not and will not contravene any provision of, or constitute a default or result in the creation of any Lien under, any indenture, mortgage, contract or other instrument to which the Lessor is a party or by which it is bound, and do not and will not require any approval or consent of any trustee or holders of indebtedness or obligations of the Lessor, except such as have been duly obtained.

(c) Governmental Approvals. No consent or approval of, giving of notice to, registration with, or taking of any other action in respect of or by, any Federal, state or local governmental authority or agency (including, without limitation, the Civil Aeronautics Board or the Federal Aviation Administration), or other Person is required with respect to the execution, delivery and performance by the Lessor of the documents referred to in Paragraph (b) of this Section or the consummation of any of the transactions by the Lessor contemplated hereby or thereby, or if any such approval, notice, registration or action is required, it has been or will be duly given or obtained.

(d) Suits or Proceedings. There are no suits or proceedings pending or, to the knowledge of the Lessor, threatened against or affecting Lessor which may have a material adverse effect on the financial condition or business of the Lessor or upon the Lessor's ability to perform its obligations hereunder except those described in writing to the Lessee prior to the execution hereof.

The warranty set forth hereinabove is in lieu of all other warranties of the Lessor, whether written, oral or implied with respect to this Lease or the Aircraft. THE LESSEE EXPRESSLY AGREES TO LEASE THE AIRCRAFT "AS IS". THE LESSOR SHALL NOT BE DEEMED TO HAVE MADE, AND THE LESSOR HEREBY DISCLAIMS, ANY OTHER REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE DESIGN OR CONDITION OF THE AIRCRAFT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE AIRCRAFT ITS VALUE OR AIRWORTHINESS, NOR SHALL THE LESSOR BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR STRICT OR ABSOLUTE LIABILITY IN TORT.

SECTION TWELVE REPRESENTATIONS AND WARRANTIES OF LESSEE

The Lessee represents, warrants and agrees as follows:

(a) Due Organization. The Lessee is a corporation duly organized and validly existing in good standing under the laws of the jurisdiction of its incorporation, is duly qualified to do business as a corporation in good standing in each other jurisdiction where the conduct of its business requires it to be so qualified, and has the corporate power and authority to carry on its business as presently conducted, to hold property under lease and to enter into and perform its obligations under this Lease.

(b) Due Authorization: Enforceability: No Violation. This Lease is duly authorized by all necessary corporate action on the part of the Lessee and has received any required or prudent approval of the stockholders of the Lessee, and has been, or will be duly executed and delivered by the Lessee and, assuming due authorization, execution and delivery by Lessor, will be, legal, valid and binding obligations of the Lessee, enforceable in accordance with its terms. The execution and delivery by the Lessee of the Lease is not, and the performance by it of its obligations under it will not be, inconsistent with its charter or by-laws, do not and will not

contravene any law, governmental rule or regulation, judgment or order applicable to or binding on the Lessee, do not and will not contravene any provision of, or constitute a default or result in the creation of any Lien under, any indenture, mortgage, contract or other instrument to which the Lessee is a party or by which it is bound, and do not and will not require any approval or consent of any trustee or holders of indebtedness or obligations of the Lessee, except such as have been duly obtained.

(c) Governmental Approvals. No consent or approval of, giving of notice to, registration with, or taking of any other action in respect of or by, any Federal, state or local governmental authority or agency (including, without limitation, the Civil Aeronautics Board or the Federal Aviation Administration), or other Person is required with respect to the execution, delivery and performance by the Lessee of the documents referred to in Paragraph (b) of this Section or the consummation of any of the transactions by the Lessee contemplated hereby or thereby, or if any such approval, notice, registration or action is required, it has been or will be duly given or obtained.

(d) Suits or Proceedings. There are no suits or proceedings pending or, to the knowledge of the Lessee, threatened against or affecting Lessee which may have a material adverse effect on the financial condition or business of the Lessee or upon the Lessee's ability to perform its obligations hereunder except those described in writing to the Lessor prior to the execution hereof.

(e) Location of Chief Executive Offices. The chief executive office or chief place of business (as either of such terms is used in Article 9 of the Uniform Commercial Code) of the Lessee is located 1610 Woodstead Court, Suite 220, The Woodlands, Texas 77380, and the Lessee agrees to give the Lessor prior written notice of any relocation of said chief executive office or chief place of business from its present location.

(f) Documents. A copy of this Lease, related Lease Supplements, and a valid and current airworthiness certificate, a valid and current F.A.A. registration form and any and all other documents required by law to be kept on the Aircraft, if any, will be kept on the Aircraft at all times

during the term of this Lease.

SECTION THIRTEEN RETURN OF AIRCRAFT TO LESSOR

On the termination of the Lease, Lessee shall return the Aircraft to Lessor at the sole cost of Lessee and at such place as Lessor shall direct in as good operating condition and appearance as when received, ordinary wear, tear and deterioration excepted and with all logo or other identifying marks of Lessee removed. The Aircraft, upon redelivery pursuant hereto, (i) shall be duly certified by the Federal Aviation Administration as an airworthy aircraft, (ii) shall be free and clear of all liens or encumbrances ("Liens"), other than liens created by or granted by Lessor, Liens existing immediately prior to the effective date of this Lease, or Liens resulting from claims against the Lessor not related to Lessor's leasing of the Aircraft (collectively "Permitted Liens").

Logs, Record Books, Airworthiness Certificate and Manuals - Upon the return of the Airframe of the Aircraft, in accordance with this Section, the Lessee shall deliver to the Lessor all logs, record books, a current and valid airworthiness certificate and F.A.A. registration form and the manuals and data, and inspection, modification and overhaul records required to be maintained with respect thereto under applicable rules and regulations of the Federal Aviation Administration. In the event that any of the foregoing are missing or incomplete, Lessor shall have the right to cause the same to be reconstructed or replaced at the expense of Lessee.

SECTION FOURTEEN MODIFICATION OF AGREEMENT; GOVERNING LAW

Except as provided by Sections Eleven (d) and Twelve (d), this Agreement constitutes the entire understanding between the parties, and any change

or modification or addition must be in writing and signed by both parties. This Agreement is entered into under, and is to be construed in accordance with, the laws of the State of Texas.

SECTION FIFTEEN TRUTH IN LEASING STATEMENT

This Aircraft, a Gulfstream II, Manufacturer's Serial No.178, currently registered with the FAA as N42LC been maintained and inspected under FAR 135 for the twelve month period preceding the date of this Agreement.

The Aircraft will be maintained and inspected under FAR 91 for operations to be conducted under this Lease. During the duration of this Lease, The Wing Group, Limited Co. is considered responsible for operational control of this Aircraft.

The "Instructions For Compliance with Truth in Leasing Requirements" attached hereto are incorporated herein by reference.

AN EXPLANATION OF THE FACTORS ON OPERATIONAL CONTROL AND OF THE PERTINENT FEDERAL AVIATION REGULATIONS CAN BE OBTAINED FROM THE NEAREST FAA FLIGHT STANDARDS DISTRICT OFFICE.

JOHN L. DAVIS, LESSEE'S UNDERSIGNED PRESIDENT AND CHIEF OPERATING OFFICER, CERTIFIES THAT STEVEN DOLEZAL, ITS CHIEF PILOT, AND ROBERT HARMON, ITS CO-PILOT, OR PILOTS APPROVED BY STEVEN DOLEZAL ("PILOTS") ARE RESPONSIBLE FOR OPERATIONAL CONTROL OF THE AIRCRAFT WHEN IT IS OPERATED PURSUANT TO THIS DRY LEASE, AND THAT EACH OF THE PILOTS UNDERSTANDS HIS RESPONSIBILITIES FOR COMPLIANCE WITH APPLICABLE FEDERAL AVIATION REGULATIONS.

SECTION SIXTEEN LIENS

The Lessee will not directly or indirectly create, incur, assume or suffer to exist any Liens on or with respect to the Aircraft or any part thereof (and the Lessee will promptly, at its own expense, take such action as may be necessary duly to discharge any such Lien), except, (a) the respective rights of the Lessor and the Lessee as herein provided, (b) Lessor's Liens, (c) Liens for taxes either not yet due or being contested by the Lessee in good faith (and for the payment of which adequate assurances in the reasonable judgment of Lessor have been provided the Lessor), with due diligence and by appropriate proceedings, if counsel for the Lessor shall have determined in his or her sole opinion that the nonpayment of any such tax or the contest of any such payment in such proceedings does not, adversely affect the title, property or rights of the Lessor, and (d) inchoate materialmen's mechanics, workmen's, repairmen's, employee's or other like Liens arising in the ordinary course of business of the Lessee and not delinquent (and for the payment of which adequate assurances in the reasonable judgment of Lessor have been provided the Lessor).

**SECTION SEVENTEEN
REGISTRATION, MAINTENANCE AND OPERATION;
COMPLIANCE AND USE; REPLACEMENT PARTS
ADDITIONS; AIRCRAFT MARKING**

(a) Registration, Maintenance and Operation. The Lessor, at its own cost and expense, shall (i) cause the Aircraft to be duly registered, at all times, in the name of the actual owner or its assigns under the Federal Aviation Act and shall not register the Aircraft under the laws of any other country; (ii) maintain, inspect, service, repair, overhaul and test the airframe and each engine in accordance with (A) the manufacturer's Approved Maintenance Manual with current revisions, including any subsequent amendments or supplements to such manuals issued by the manufacturer from time to time, (B) all mandatory "Service Bulletins" and "Aircraft Modification Kits" issued, supplied, or available by or through the manufacturers with respect to the Aircraft, and (C) all "airworthiness alerts" and Airworthiness Directives issued by the Federal Aviation Administration or similar regulatory agency having jurisdictional authority, and causing compliance with such Airworthiness Directives to be completed through corrective modification in lieu of operating manual

restrictions. Lessor and Lessee shall maintain all records, logs and other materials required by the Federal Aviation Administration to be maintained in respect of the avionics, airframe and each engine. Lessee shall promptly furnish to the Lessor such information as may be required to enable the Lessor to file any reports required by any governmental authority as a result of the Lessor's interest in the Aircraft. All maintenance procedures required hereunder shall be undertaken and completed in accordance with manufacturer's recommended procedures, and only by properly trained, licensed, and certificated maintenance sources and maintenance personnel so as to keep the airframe and each engine in as good operating condition as when delivered to the Lessee hereunder, ordinary wear and tear expected, and so as to keep the Aircraft in such operating condition as may be necessary to enable the airworthiness certification of such Aircraft to be maintained in good standing at all times under the Federal Aviation Act.

(b) Compliance and Use. The Lessor and Lessee agree that the Aircraft will be maintained, used and operated in compliance with any and all statutes, laws, ordinances, regulations and mandatory standards or directives issued by an governmental agency applicable to the maintenance, use or operation thereof, and in compliance with any airworthiness certificate, license or registration relating to the Aircraft issued by any agency. The Lessee also represents and warrants that it will operate the Aircraft solely in the conduct of its business and not operate or permit the Aircraft to be operated (i) for the personal or family use of any person (except in accordance with applicable FAA regulations and the Internal Revenue Code and regulations), (ii) at any time or in any geographic area when insurance required hereunder shall not be in effect, or (iii) in a manner wherein the predominance of use during any consecutive twelve month period would be for a purpose other than transportation for the Lessee and its allowable affiliates, or in a manner such that the continuous use during any consecutive thirty day period would result in the Lessor or a third party being deemed to have "operational control" of the Aircraft. At all times the Aircraft will be operated only by duly qualified currently certificated pilot(s) having the minimum total pilot hours required by the requirements of the Lessee's insurance carriers, and for such certification by the Federal Aviation

Administration and shall not be used for the carriage of persons or property for hire or the transport of mail or contraband.

SECTION EIGHTEEN INDEMNIFICATION

The Lessee assumes liability for, and hereby agrees to identify, protect, save and keep harmless the Lessor from and against any and all liabilities, obligations, losses, damages, penalties, claims (including, without limitation, claims involving strict or absolute liability in tort), actions, suits, costs, expenses and disbursements (including, without limitation, reasonable legal fees and expenses) of any kind and nature whatsoever ("Claims") which may be imposed on, incurred by or asserted against the Lessor, whether or not the Lessor shall also be indemnified as to any such Claim by any other person, in any way relating to or arising out of the manufacture, acceptance, rejection, delivery, lease, possession, use, operation, maintenance, condition, registration, sale, return, storage or other disposition of the Aircraft or any part thereof or any accident in connection therewith (including, without limitation, latent and other defects, whether or not discoverable and any claim for patent, trademark or copyright infringement); provided, however, that the Lessee shall not be required to indemnify the Lessor for (a) any Claim in respect to the Aircraft arising from acts or events which occur after possession of the Aircraft has been redelivered to the Lessor in accordance with Section Thirteen hereof, (b) any acts taken by the Lessee at the direction of the Lessor or (c) any Claim in respect to the Aircraft arising from action or inaction of Lessor in contravention of its obligations under this Lease. If any Claim is made against the Lessee or the Lessor, the party receiving notice of such Claim shall promptly notify the other. The continuation or recurrence of any such contingencies or similar contingencies and any single or partial exercise of any particular right by the Lessor shall not exhaust the same or constitute a waiver of any other right provided herein.

SECTION NINETEEN EXECUTION AND DELIVERY

The parties hereto agree that this Lease may be executed and delivered via facsimile machine and in one or more counterparts and that all of the same together shall constitute one original for all purposes.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement effective as of the 14th day of August, 1996.

Lessee:

The Wing Group, Limited Co.

By: _____
John L. Davis, President and
Chief Operating Officer

_____ Date and time of execution

Lessor:

Wing Aviation, Inc.

By: _____
John B. Wing, President

Date and time of execution

EXHIBIT A
INSURANCE REQUIREMENTS

Insurance Against Loss or Damage to the Aircraft. The Lessor represents and warrants that it will maintain in effect, at its own expense, with insurers of recognized responsibility reasonably satisfactory to the Lessee, all-risk ground and flight aircraft hull insurance covering the Aircraft, including F.O.D. (foreign object damage), fire and explosive coverage, and lightning and resultant electrical damage, and with respect to any Engines or parts while removed from the Aircraft, and with respect to any engines or parts while temporarily installed on the Aircraft, provided that such insurance shall at all times while the Aircraft is subject to this Lease be for an amount which, when paid, will be not less than the higher of Fair Market Value or the highest Casualty Value for the Aircraft from time to time (each such amount determined as of November 1st of each year for the succeeding year during the term of the Lease). The Lessor shall additionally maintain in effect, at its own expense, and to the extent such insurance is available, with insurers of recognized responsibility reasonably satisfactory to the Lessor, war risk (with extended coverage), hijacking (air piracy), strikes, riots, civil commotion, and similar perils, governmental confiscation and expropriation insurance, with respect to the Aircraft in a face amount of not less than the Casualty Value of the Aircraft from time to time (determined as described above) which shall be in full force and effect throughout any geographical areas at any time traversed by the Aircraft.

INSTRUCTIONS FOR COMPLIANCE WITH "TRUTH IN LEASING"
REQUIREMENTS

1. Mail a copy of the contract to the following address via certified mail, return receipt requested immediately upon the execution of the Agreement: (14 C.F.R. 91.23 requires that the copy be sent within twenty-four hours after it is signed.)

Federal Aviation Administration
Aircraft Registration Branch
Attn: Technical Section
P.O. Box 25724
Oklahoma City, Oklahoma 73125

2. Telephone the nearest Flight Standards District Office at least forty-eight hours prior to the first flight under this Agreement.
3. Carry a copy of the contract in the aircraft at all times.

EXHIBIT B TO CONSENT OF DIRECTORS
OF THE WING GROUP, LIMITED CO.
dated effective as of August 1, 1996

**INSTRUCTIONS FOR COMPLIANCE WITH "TRUTH IN LEASING"
REQUIREMENTS**

1. Mail a copy of the contract to the following address via certified mail, return receipt requested immediately upon the execution of the Agreement: (14 C.F.R. 91.23 requires that the copy be sent within twenty-four hours after it is signed.)

Federal Aviation Administration
Aircraft Registration Branch
Attn: Technical Section
P.O. Box 25724
Oklahoma City, Oklahoma 73125

2. Telephone the nearest Flight Standards District Office at least forty-eight hours prior to the first flight under this Agreement.
3. Carry a copy of the contract in the aircraft at all times.