

EXECUTION VERSION

**Exhibit D**

**Bill of Sale**

(see attached)

**BILL OF SALE**

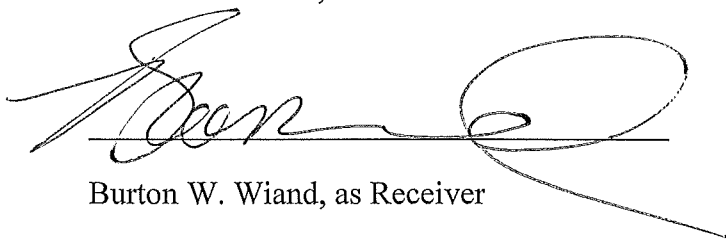
1. Sale and Transfer of Assets. For good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, Burton W. Wiand, as Court-appointed Receiver for VENICE JET CENTER, LLC, a Florida limited liability company ("Assignor"), hereby sells, transfers, assigns, conveys, grants and delivers to TRISTATE AVIATION GROUP OF FLORIDA LLC, a Florida limited liability company ("Assignee"), effective as the date hereof, all of Assignor's right, title and interest in and to all of the Assets (as defined in the Asset Purchase Agreement between Assignor and Assignee dated November 16, 2009).

2. Representations and Warranties. Assignor hereby covenants with Assignee that: (a) Assignor is the lawful owner of the Assets with the free and unrestricted right to sell the same; (b) the Assets are free and clear of all liens, claims and encumbrances of any nature whatsoever; (c) Assignor warrants and will defend title to the Assets hereby transferred against all claims and demands of all persons whomsoever; and (d) Assignor will execute and deliver such other documents and take such actions as Assignee may reasonably request from time to time to further evidence the transfer of the Purchased Assets as contemplated hereby.

3. Further Actions. Assignor agrees to take all steps reasonably necessary to establish the record of Assignee's title to the Assets and, at the request of Assignee, to execute and deliver further instruments of transfer and assignment and take such other action as Assignee may reasonably request to more effectively transfer and assign to and vest in Assignee each of the Assets.

Assignor has executed this Bill of Sale as of \_\_\_\_\_, 2009.

Burton W. Wiand, Receiver of  
Venice Jet Center, LLC



Burton W. Wiand, as Receiver