



May 18, 2010

To: Whom this may concern,

Non – Incident Statement

To whom it may concern,

Reference: GE CF6-80C2, ESN 690102

The above reference engine and associated components were operated by Air Transat A.T. inc.

During the period of Air Transat operation, the engine has not been operated by military or governmental use nor has been involved in an accident or incident or fire as defined in ICAO Annex 13 Chapter 1. The engine has not been immersed in salt water or otherwise exposed to corrosive agents outside normal operation.

All parts and accessories from subject engine are free from severe heat and stress and are either serviceable or repairable and nothing prevents said engine from being return to service following repairs as per Special Workscope CF6-10-001 dated January 8, 2010.

We also certify that the engine and associated components were not operated by governmental or military entities, and no part which may have been installed during operation has been acquired from any government or military source.

Sincerely,



Mario Lafrance
Air Transat
Director, Quality Assurance
5959 Boulevard de la Cote Vertu
Montreal, Quebec, Montreal
H4S 2E6

air transat

April 2, 2008

To: GA Telesis

Subject: **STATEMENT OF NON-INCIDENT/ACCIDENT**

Ref: Airbus A310-304 S/N 485

Air Transat confirms that the above referenced aircraft model Airbus A310-304, MSN 485, Reg. C-GVAT and the following major components;

Engines model CF6-80C2A2 , ESN 690102 and ESN 690117

Nose landing Gear P/N: C23137310-5, S/N L326

Left Main Landing Gear P/N: D22121305-14, S/N B399

Right Main Landing Gear P/N: D22122305-14, S/N B400

did not experienced any abnormal operational incident and / or accident nor were they reported to have been subjected to a severe stress, heat or fire during it's operation at Air Transat from February 2004 to present.

Our records indicate that the aircraft has accumulated 53266:24 FH and 24'312 FC since new.


Mario Lafrance

Air Transat

Director, Quality Assurance

5959 Boulevard de la Cote Vertu

Montreal, Quebec, Montreal

H4S 2E6



BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

THAT for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, GA Telesis A310 MSN 485, LLC, a limited liability company organized and existing under the laws of the State of Delaware, (the "Seller"), does, on the date hereof, grant, convey, transfer, bargain, sell, deliver and set over to GA Telesis, LLC ("Buyer"), its successors and assigns, all of Seller's right, title and interest in and to the one (1) General Electric CF6-80C2A2 Engine bearing manufacturer's serial number 690102 in A310-300 QEC condition, together with (i) all equipment or property incorporated, installed in or on or attached to said Engine and (ii) all Records, Engine Documents and Operative Documents (collectively, the "Engine").

TO HAVE AND TO HOLD said Engine unto Buyer, its successors and assigns, for its and their own use forever.

THAT Seller hereby warrants to Buyer, its successors and assigns, that it is the holder of title to the Engine and has the right to sell the same as aforesaid and that this Bill of Sale conveys to Buyer on the date hereof, good title to the Engine, free and clear of all liens, encumbrances and rights of others created by Seller (including any rights of Beneficiary), and that Seller will warrant and defend such title forever against all claims and demands whatsoever.

THE ENGINE, AND THE RECORDS SOLD HEREUNDER (THE "ENGINE") IS SOLD TO BUYER "AS IS, WHERE IS, WITH ALL FAULTS" AND, EXCEPT AS TO THE WARRANTY OF TITLE, IS WITHOUT ANY WARRANTY WHATSOEVER. THE REPRESENTATIONS SET FORTH HEREIN AS TO TITLE ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND BUYER HEREBY WAIVES, RELEASES AND RENOUNCES, ANY AND ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES, EXPRESS OR IMPLIED, OF SELLER AND ITS OFFICERS, AGENTS, DIRECTORS, AFFILIATES, EMPLOYEES AND ASSIGNS. BUYER ALSO HEREBY WAIVES, RELEASES AND RENOUNCES ANY AND ALL RIGHTS, CLAIMS AND REMEDIES, EXPRESS OR IMPLIED, OF BUYER AGAINST SELLER AND ITS OFFICERS, AGENTS, DIRECTORS, AFFILIATES, EMPLOYEES AND ASSIGNS, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN THE EQUIPMENT, WHETHER LATENT, HIDDEN OR OTHERWISE UNDISCOVERABLE, INCLUDING BUT NOT LIMITED TO: (A) ANY WARRANTY AS TO THE AIRWORTHINESS OR CONDITION OF THE EQUIPMENT; (B) ANY IMPLIED WARRANTY OF MERCHANTABILITY OF THE EQUIPMENT OR FITNESS OF THE EQUIPMENT FOR A PARTICULAR PURPOSE; (C) STRICT LIABILITY WITH RESPECT TO THE EQUIPMENT; (D) ANY IMPLIED WARRANTY WITH RESPECT TO THE EQUIPMENT ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; (E) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT WITH RESPECT TO THE EQUIPMENT, WHETHER OR NOT ARISING FROM THE ACTUAL OR IMPUTED NEGLIGENCE OF SELLER OR ITS OFFICERS, AGENTS, DIRECTORS, AFFILIATES, EMPLOYEES AND ASSIGNS; AND (F) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO ANY TANGIBLE OR INTANGIBLE THING, FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY OTHER DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THE EQUIPMENT OR ITS CONDITION; IT BEING AGREED THAT NEITHER SELLER NOR ITS OFFICERS, AGENTS, DIRECTORS, AFFILIATES, EMPLOYEES, SUCCESSORS OR ASSIGNS SHALL HAVE ANY RESPONSIBILITY OR LIABILITY WITH RESPECT TO ANY OF THE FOREGOING MATTERS AND THAT ALL RISKS OF ANY NATURE INCIDENT THERETO ARE TO BE BORNE BY BUYER.

This Bill of Sale shall be governed by the laws of the State of New York, United States, without giving effect to its conflicts-of-laws principles.

IN WITNESS WHEREOF, Seller has caused this Engine Bill of Sale to be executed by its duly authorized officers this 29th day of March, 2010.

GA TELESIS A310 MSN 485, LLC

By: 

Its:

Jack Portlock
Senior Vice President
Chief Financial Officer

SHORT FORM AIRCRAFT LEASE
(AIRBUS A310-304 MSN 485)

THIS SHORT FORM AIRCRAFT LEASE made as of April 24, 2008

BETWEEN: **GA TELESIS A310 MSN 485, LLC**, a Delaware limited liability corporation having its registered office at 5400 Northwest 35th Avenue, Building 16, Fort Lauderdale, Florida, 33309, USA

(**"Lessor"**)

AND: **AIR TRANSAT A. T. INC.**, a Canadian corporation having its registered office at 5959, Boulevard de la Côte-Vertu, Montréal, Québec, H4S 2E6, Canada

(**"Lessee"**)

(collectively, the **"Parties"**)

WHEREAS Lessee currently leases from Luftfahrzeugpool GOAL Echo GmbH & Co. KG (the **"Previous Lessor"**) one (1) Airbus A310-300 aircraft bearing manufacturer's serial number 485 and Canadian registration mark C-GVAT, as described in **Annex A** hereto (the **"Aircraft"**);

WHEREAS Lessor has acquired from the Previous Lessor title to the Aircraft and also said lease by way of assignment and novation;

AND WHEREAS the Parties desire to file this Short Form Lease for the purpose of specifying that as a result of such assignment and novation, Lessee has legal custody and control of the Aircraft pursuant to the novated lease.

NOW THEREFORE in consideration of the sum of ten (CDN\$10.00) dollars paid by Lessee to Lessor (the receipt of which is hereby acknowledged by Lessor), the Parties agree as follows:

1. The term of this novated Lease shall commence on April 24, 2008 and, subject to the provisions of Section 3, shall continue until May 31, 2010 unless otherwise terminated before such date in accordance with the provisions of the Lease by written agreement of the Parties (the **"Term"**).
2. At all times during the Term:
 - (a) Lessee shall have the legal custody and control of the Aircraft;
 - (b) the Aircraft shall be operated by a crew employed by Lessee;
 - (c) Lessor shall not provide directly or indirectly any flight crew member to operate the Aircraft;
 - (d) Lessee shall be responsible for the airworthiness and maintenance of the Aircraft;
 - (e) Lessee shall adequately insure the Aircraft and maintain such insurance;
 - (f) Lessee shall not sub-lease the Aircraft without the prior written consent of Lessor; and

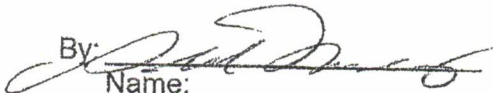
(g) the Aircraft shall be based at Montréal - Pierre Elliott Trudeau International Airport, Quebec, Canada.

3. Lessor may, if an event of default occurs prior to the expiration of the Term and notwithstanding the provisions of Section 1, accept such repudiation and terminate this Lease by giving Lessee written notice of such termination with immediate effect.
4. Lessee may not assign its rights and/or obligations under this Lease without the prior written consent of Lessor. Lessor may assign its rights and/or obligations under this Lease without the prior written consent of Lessee.
5. There is no portion of this Lease and there is no other agreement existing between the Parties concerning the Aircraft which would contradict any statement that is required to be included in this Lease in accordance with CAR Standard 222.16.
6. This Lease may be executed by the Parties in separate counterparts, each of which when so executed and delivered will be an original but all such counterparts shall together constitute but one and the same instrument.
7. This Lease shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties.
8. This Lease may be executed by the Parties in separate counterparts, each of which when so executed and delivered will be an original but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Lease on the date first hereinbefore written.

Lessor

GA TELESIS A310 MSN 485, LLC

By: 

Name:

Title:

**Abdol Moabery
President & CEO**

Lessee

AIR TRANSAT A.T. INC.

By: _____

Name: Martin Longpré

Title: Director Legal Services

- (e) Lessee shall adequately insure the Aircraft and maintain such insurance;
- (f) Lessee shall not sub-lease the Aircraft without the prior written consent of Lessor; and
- (g) the Aircraft shall be based at Montréal - Pierre Elliott Trudeau International Airport, Quebec, Canada.
3. Lessor may, if an event of default occurs prior to the expiration of the Term and notwithstanding the provisions of Section 1, accept such repudiation and terminate this Lease by giving Lessee written notice of such termination with immediate effect.
4. Lessee may not assign its rights and/or obligations under this Lease without the prior written consent of Lessor. Lessor may assign its rights and/or obligations under this Lease without the prior written consent of Lessee.
5. There is no portion of this Lease and there is no other agreement existing between the Parties concerning the Aircraft which would contradict any statement that is required to be included in this Lease in accordance with CAR Standard 222.16.
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IN WITNESS WHEREOF, the Parties have executed this Lease on the date first hereinbefore written.

Lessor

GA TELESIS A310 MSN 485, LLC

By: _____
Name: _____
Title: _____

Lessee

AIR TRANSAT A.T. INC.
By: 
Name: Martin Longpré
Title: Director Legal Services