



December 14, 2005

Ben Krenk
GE Capital Aviation Services, Inc.
5200 Blue Lagoon Dr., Suite 240
Miami, FL 33126

SUBJECT: CFM56-2-C1, ESN 692-264 Statement of Operation

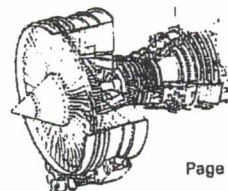
ATI had subject installed six times from March 27, 1993 until August 23, 2005 as described on the following Engine History Card.

Air Transport International



ENGINE HISTORY CARD

CFM56-2-C1
S/N 692264



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INSTALLATION						REMOVAL				REASON
DATE	A/C	POS	TAT	ETT	TSLV	DATE	TAT	ETT	TSLV	
MM/DD/YY			TAC	ETC	CSLV	MM/DD/YY	TAC	ETC	CSLV	
3/27/93	8098U	2	66490.1	15179	-0-	5/3/93	66490.1	15386	207	COMPANY
			26882	5468	-0-		26884	5570	102	CONVENIENCE
							66701.9	15391	212	
							26984	5570	102	
9/21/93	8089U	1	65476.9	15391	-0-					
			25869	5570	-0-					
10/7/93	8089U	1	65480.7	15395	-4-	1/31/96	69690.6	19605	4214	HPC FOD +
ATI			25871	5572	-2-		28079	7780	2210	HPT DAMAGE 828BX
ACCEPTANCE			75418.8	19605	-0-	5/2/02	64395.3	28582	8977	
4/15/96	826BX	3	29593	7780	-0-		33912	12099	4319	Co. Convenience
			73240.4	28582	8977	6/10/02	73242.8	28584	8979	
5/2/02	830BX	3	28833	12099	4319		28834	12100	4320	High EGT
			82878.0	28584	8	10/29/02	82896.6	28603	19	LPT Stg 1 blades
10/4/02	821BX	4	34641	12100	8		34853	12112	12	Shingled.
3/1/03	828BX	2	80533.7	28603	19	8/23/05	83912.4	31982	3398	OIL LOSS
			33115	12112	12		34740	13737	1637	

Thrust rating at which the engine was operated: 22,000lbs with Exxon/BP Turbo Oil.

During periods of operation by Air Transport International, the subject engine was not involved in a major accident, incident, severe impact, stress or heat as in a major engine failure, accident or fire, nor was the engine or its components obtained from any government or military source.

Sincerely,

Allan Griffin

Allan Griffin
Engine Planning Analyst

One Cantrell Center • 2800 Cantrell Road • Little Rock, Arkansas 72202 USA
Phone 501-615-3500

PARTIAL LEASE TERMINATION AGREEMENT

This Partial Lease Termination Agreement made as of the 21st day of September, 2006 is by and between AeroUSA, Inc. ("Lessor") and Air Transport International Limited Liability Company ("Lessee").

Recitals

- A. Lessor and Lessee are parties to that certain Amended and Restated Aircraft Lease Agreement dated as of June 1, 1999, between Lessor and Bax Global Inc., as lessee, recorded with the Federal Aviation Administration ("FAA") on July 26, 1999, as Conveyance No. UU026560 (which amended and restated the lease more particularly described in Exhibit A hereto), amended by Aircraft Lease Extension and Amendment Agreement dated as of December 29, 1999, recorded February 7, 2000, as Conveyance No. L71413, amended by Aircraft Lease Amendment dated as of December 20, 2001, recorded February 6, 2002, as Conveyance No. R059190, supplemented by Lease Supplement No. 1 dated as of November 7, 2002, recorded December 23, 2002, as Conveyance No. X146320 and further amended and assigned to Lessee pursuant to that certain Assignment, Assumption and Amendment Agreement dated as of June 21, 2004, among Lessor, Bax Global Inc. and Lessee, recorded August 13, 2004, as Conveyance No. FF003220, further amended and extended pursuant to that certain Aircraft Lease Extension and Amendment Agreement dated as of June 24, 2005, recorded July 18, 2005, as Conveyance No. P003030 (the "Lease").
- B. Lessor and Lessee desire to remove from the Lease that certain CFM56-2C1 engine bearing serial number 692264 (the "Released Engine") and to terminate the Lease with respect to such engine.

Agreement

1. The Lease shall be terminated as of the date hereof and shall be of no further force and effect with respect to the Released Engine; provided, however, that the provisions of the Lease which by their terms survive the expiration or earlier termination of the Lease shall not be terminated hereby but shall continue in full force and effect.
2. Except for removal of the Released Engine from the Lease and termination of the Lease with respect to the Released Engine, the Lease and the parties' respective rights and obligations thereunder, including but not limited to Lessee's obligation to pay scheduled rent and other sums due thereunder without reduction or offset on account of the Released Engine, shall remain in full force and effect without amendment.
3. This instrument may be executed in two or more counterparts which together shall constitute one and same instrument.

Executed as of the date first above written.

AeroUSA, Inc.

By: _____

Title: _____

Air Transport International Limited Liability Company

By: James L. Hobson Jr.

Title: President & CEO

Executed as of the date first above written.

AeroUSA, Inc.

By: 

Title: Attorney-in-fact

Air Transport International Limited Liability Company

By: _____

Title: _____

Exhibit A

Aircraft Lease Agreement dated as of September 13, 1993, between AeroUSA, Inc. as lessor and BAX Global Inc. as lessee, as supplemented by the Certificate of Acceptance dated October 7, 1993, recorded by the FAA on November 4, 1993, as Conveyance No. M31164, amended by Aircraft Lease Amendment Agreement dated as of May 15, 1995, recorded August 12, 1995, as Conveyance No. FF18441, amended by Amendment to Aircraft Lease Agreement dated March 26, 1996, recorded April 8, 1996, as Conveyance No. ZZ011066.

BILL OF SALE

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, AeroUSA, Inc. ("**Seller**"), does hereby sell, grant, transfer and deliver all its right, title and interest in and to the following engine, equipment and documents (hereinafter referred to as the "**Engine**"):

- One CMF56-2C1 engine bearing manufacturer's serial number 692264;
- all equipment, accessories and parts belonging to, installed in or appurtenant to such engine on the date hereof; and
- the Engine Documents,

subject to Permitted Liens, to GA Telesis, LLC ("**Purchaser**") under an Engine Sale and Purchase Agreement dated September 26, 2007, between Seller and Purchaser (the "**Agreement**"), to have and to hold the Engine forever. Seller hereby warrants to Purchaser, and its successors and assigns, that, to the best of its knowledge, it hereby conveys to Purchaser title to the Engine free and clear of any Security Interests other than Permitted Liens.


The terms "Security Interests", "Permitted Liens" and "Engine Documents" are defined in the Agreement.

Except as otherwise provided herein or in the Agreement, the Engine is sold **AS IS, WHERE IS** and **WITH ALL FAULTS**.

This Bill of Sale is governed by the laws of New York without giving effect to the conflict of laws provisions thereof.

IN WITNESS whereof, Seller has caused this Bill of Sale to be duly executed as of this 28th day of September, 2007.

AEROUSA, INC.

By: 
Name: Kevin Feltz
Title: Attorney-in-fact