



***NON - ACCIDENT / INCIDENT STATEMENT***

**To whom it may concern:**

Engine CF6-80C2A2 bearing manufacturer's serial number 695353 as of May 19<sup>th</sup>, 2006:

TSN: 41472.66 Flight Hours

CSN: 10366 Flight Cycles

installed in the aircraft A310-304 - Registration F-GEMO - Serial number 504 - Right position.

This letter is to confirm that, to the best of my knowledge, the above-mentioned engine has not been involved in any accidents or incidents as per ICAO Annex 13 while it was operated by Eagle Aviation from December 2<sup>nd</sup>, 2002 to May 19<sup>th</sup>, 2006.



Guillaume de MARTRIN  
Quality Manager

**APOLLO AVIATION CAPITAL, L.L.C.**  
**848 Brickell Avenue, Suite 900**  
**Miami, FL 33131**

May 31, 2006

Mr. Andrew Toutt  
Executive Vice President  
GA TELESIS TURBINE TECHNOLOGIES, L.L.C.  
5400 N.W. 35<sup>th</sup> Avenue  
Prospect Park III  
Ft. Lauderdale, Florida 33309

REFERENCE: Consignment of two (2) General Electric CF6-80C2-A2 engines  
bearing manufacturer's serial numbers of 695347 and 695353.

Dear Mr. Toutt:

This letter is to confirm that Apollo Aviation Capital, L.L.C., the owner of the referenced engines, have consigned the same to GA Telesis Turbine Technologies, L.L.C.

Yours sincerely,



Robert F. Conrad  
Chief Operating Officer

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Telephone: 805-579-2340  
Fax: 805-579-2342

## CONSIGNMENT AGREEMENT

THIS AGREEMENT made as of May 13, 2004 by between GA TELESIS TURBINE TECHNOLOGIES, LLC., a Florida limited liability company with offices at 13000 NW 45<sup>th</sup> Ave., Opa Locka, FL 33054, USA ("GAT"), Apollo Aviation Capital, L.L.C., a Delaware limited liability company with offices at 848 Brickell Avenue, Suite 915, Miami, Florida 33131, USA ("AAC or Consignor").

### RECITALS

WHEREAS, Consignor has aviation material for sale or leasing; and

WHEREAS, GAT has experienced sales, marketing, technical and administrative personnel capable of causing engines to be dismantled, facilitating repairs, warehousing, marketing, selling and distributing aviation material;

NOW, THEREFORE, in consideration of the mutual obligations and undertakings set forth below, the parties hereby covenant and agree as follows:

### ARTICLE 1: DEFINITIONS

Unless the context otherwise requires, the following terms will have the following meanings for all purposes of this Agreement to be equally applicable both to the singular and plural forms of the terms herein defined:

"Agreement" means this Agreement (including any exhibit or schedule which may from time to time be attached hereto) as it may from time to time be amended or supplemented in accordance with the terms hereof.

"Compensation Fee" shall have the meaning set forth in Article 12.3.


"Consignment Addendum" means a consignment addendum in the form of Exhibit "A" attached hereto which has been signed by the Consignor and GAT and the blanks of which have been completed, pursuant to which, among other things, certain airframes, aircraft engines, aviation parts or aviation components listed therein are subjected to the terms of this Agreement.

"Facility" means GAT's facility at 5400 N.W. 35<sup>th</sup> Avenue, Ft. Lauderdale, Fla., USA, previously located at 13000 NW 45<sup>th</sup> Avenue, Opa Locka, Fla. 33054.


A handwritten signature in black ink, appearing to be 'WAT' or similar, with a stylized flourish at the end.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

GA TELESIS TURBINE TECHNOLOGIES, LLC.

By:   
Name: Abdul Moabery  
Its: President and CEO

APOLLO AVIATION CAPITAL, L.L.C.

By:   
Name: Chief Operating Officer  
Its: William J. Hoffman



**GA Telesis Turbine Technologies, L.L.C. – Apollo Aviation Capital, L.L.C.**

Addendum to the Master Consignment Agreement dated as of May 13, 2004 between GA Telesis Turbine Technologies, L.L.C. and Apollo Aviation Capital, L.L.C.

Addendum No. 8

Apollo Aviation Capital, L.L.C. Transaction HA-49

Date: 12 May 2006

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**Equipment:**

Two General Electric Model CF6-80C2-A2 engines bearing manufacturer's serial numbers of 695347 and 695353 respectively, complete with QEC's, engine cowlings and thrust reversers.

**Compensation Fee:**

[REDACTED]

**Originator:**

Apollo Aviation Capital, L.L.C.

**Special Arrangements:**

Engines will be delivered to Consignee, FOB Greenwood, Mississippi. Upon Consignee's receipt, the Engines will be promptly disassembled and parts repaired or sold "as is". Consignee will provide parts listing and quantities to Consignor upon completion of disassembly and receipt of all parts back at Consignee's facility. Consignee's insurer will provide a certificate of insurance covering the value of the engine (then parts) during consignment (including repair any transportation related to the Engines or parts thereof). The Stipulated Value of the Engines is [REDACTED] (collectively).


*Handwritten signature*

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Addendum No. 8 to Master Consignment Agreement

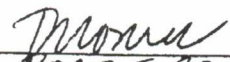
**Notes:**

None

**GA Telesis Turbine Technologies, L.L.C.**

By:   
Name: Andrew W. Datta  
Title: Executive Vice President

**Apollo Aviation Capital, L.L.C.**  
By: **Apollo Aviation Capital Management, L.L.C.**  
As Asset Manager

By:   
Name: ROBERT CONRAN  
Title: COO



**CERTIFICAT DE VENTE (SALES CERTIFICATE / BILL OF SALE)**

For registration of transfer of aircraft ownership with the French Aircraft Registry

**AIRBUS A310-304 s/n 504 F-GEMO and its engines**

BETWEEN:

*Airbus Financial Services*, a company incorporated under the laws of Ireland whose principal place of business is at Fifth Floor, 6 George's Dock, IFSC, Dublin 1, Ireland represented by E. J. BARRY, (Seller), and

*Apollo Aviation Capital, L.L.C.*, a limited liability company incorporated under the laws of the State of Delaware, whose registered office and principal place of business is at 848 Brickell Avenue, Suite 915, Miami, Florida 33131, represented by WILLIAM HOFFMANN (Buyer)

**Description of Aircraft**

Aircraft Make/Model	Airbus A310-304
Manufacturer's Serial Number	504
Current Registration Mark	F-GEMO
Engine Make and Model	General Electric CF6-80C2-A2
Engine Serial Numbers	695347 and 695353

(the Aircraft)

Seller, does hereby sell, grant, transfer and deliver all its right, title and interest in and to the Aircraft, subject to any Permitted Liens, to Buyer under an aircraft sale agreement dated 13 May 2005 and made between Seller and Buyer (the *Sale Agreement*), to have and to hold the Aircraft forever. Seller hereby warrants to Buyer, and its successors and assigns, that there is hereby conveyed to Buyer good and marketable title to the Aircraft, free and clear of any Liens other than Permitted Liens.

The terms *Liens* and *Permitted Liens* shall have the same meanings in this Sales Certificate as in the Sale Agreement.

Except as otherwise provided herein or in the Sale Agreement, the Aircraft is sold *AS IS* and *WHERE IS*.

The parties to this Sales Certificate acknowledge that the Aircraft was delivered today by Seller to Buyer in accordance with the Sale Agreement, that the Purchase Price for the Aircraft was fully paid, and that such title of ownership as Seller had (subject to Permitted Liens) has passed from Seller to Buyer at the date of execution of this Sales Certificate, which is governed by and construed in accordance with English law.

Made on 13 May 2005

*Airbus Financial Services, Seller*

by 

Acknowledgement

EXECUTED by

Wine Hoffman

a manager of  
APOLLO AVIATION CAPITAL, L.L.C.



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ASSIGNMENT & ASSUMPTION AGREEMENT

dated as of 13 May, 2005

AIRBUS FINANCIAL SERVICES  
as Assignor

and

APOLLO AVIATION CAPITAL, L.L.C.  
as Assignee

and

EAGLE AVIATION, S.A.,  
as Lessee

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Relating to One (1) A310-304 Aircraft  
Manufacturer's Serial Number 504, French Registration Mark F-GEMO

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COUNTERPART NO. 1 OF 6 SERIALLY NUMBERED, MANUALLY EXECUTED COUNTERPARTS. TO THE EXTENT THAT THIS DOCUMENT CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE IN EFFECT IN ANY APPLICABLE JURISDICTION, NO SECURITY INTEREST IN THIS DOCUMENT MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1.

## ASSIGNMENT & ASSUMPTION AGREEMENT

THIS ASSIGNMENT & ASSUMPTION AGREEMENT (this "**Agreement**"), is entered into as of 13 May, 2005, by and among (1) AIRBUS FINANCIAL SERVICES, an Irish corporation (the "**Assignor**"), (2) APOLLO AVIATION CAPITAL, L.L.C., a Delaware limited liability corporation (the "**Assignee**") and (3) EAGLE AVIATION, S.A., a French corporation (the "**Lessee**").

### PRELIMINARY STATEMENTS:

(a) Lessee and International Lease Finance Corporation ("**ILFC**") entered into an aircraft lease agreement dated 11 September 2002, as transferred, amended and supplemented from time to time in accordance with its terms (the "**Original Lease**"), pursuant to which ILFC leased to Lessee one (1) A310-304 aircraft bearing manufacturer's serial number 504 and French registration mark F-GEMO together with two (2) CF6-80C2-A2 engines bearing manufacturer's serial numbers 695347 and 695353 (together the "**Aircraft**").

(b) Pursuant to an assignment, assumption and amendment agreement dated 20 January 2005 between Assignor, ILFC, Lessee and Airbus S.A.S., amongst other things, ILFC transferred and assigned all of its rights, obligations and interest under and in the Original Lease (and all other agreements delivered in connection therewith, or relating thereto) and that affect the rights or obligations of the "**Lessor**" under the Lease to Assignor subject to the terms and conditions thereof (the "**Assignment, Assumption and Amendment Agreement**") (the Original Lease and the Assignment, Assumption and Amendment Agreement are more particularly described on Schedule I attached hereto and are collectively referred to as the "**Lease**").

(c) Pursuant to an aircraft sale agreement dated on or about the date hereof Assignor has agreed to sell and Assignee has agreed to purchase the Aircraft (the "**Sale Agreement**").

(d) Concurrently with the transfer of title to the Aircraft to Assignee pursuant to the Sale Agreement and the Bill of Sale, Assignor will, at the Effective Time, transfer and assign all of its rights, obligations and interest under and in the Lease (and all other agreements delivered in connection therewith or relating thereto) and that affect the rights or obligations of the "**Lessor**" under the Lease to Assignee subject to the terms and conditions hereof (the "**Assignment**").

(e) Assignor, Assignee and Lessee have agreed to enter into this Agreement in order to, among other things: (i) effect the Assignment; and (ii) evidence Lessee's acknowledgment of, and consent to, the Assignment.

(f) Assignor, Assignee and Lessee acknowledge that, as of the date hereof, there is an ongoing dispute between ILFC and Lessee concerning the sum of

IN WITNESS WHEREOF, the parties hereto or their duly authorized representatives have executed this Agreement as of the day and year first herein written.

AIRBUS FINANCIAL SERVICES,  
as Assignor

EAGLE AVIATION, S.A.,  
as Lessee

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

F. J. BARRY

Name: \_\_\_\_\_

Title: \_\_\_\_\_

DIRECTOR

Title: \_\_\_\_\_

APOLLO AVIATION CAPITAL, L.L.C.  
as Assignee

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto or their duly authorized representatives have executed this Agreement as of the day and year first herein written.

AIRBUS FINANCIAL SERVICES,  
as Assignor

EAGLE AVIATION, S.A.,  
as Lessee

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By:  \_\_\_\_\_

Name: Manuel Garbaco

Title: General Manager

APOLLO AVIATION CAPITAL, L.L.C.  
as Assignee

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto or their duly authorized representatives have executed this Agreement as of the day and year first herein written.

AIRBUS FINANCIAL SERVICES,  
as Assignor

EAGLE AVIATION, S.A.,  
as Lessee

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

APOLLO AVIATION CAPITAL, L.L.C.  
as Assignee

By: William Hoffman

Name: William Hoffman

Its: Manager



Lufthansa Technik AG  
Postfach 63 03 00, D-22019 Hamburg

GA Telesis, LLC  
5400 N.W. 35<sup>th</sup> Avenue  
Fort Lauderdale 33309

Ihre Zeichen  
Your Reference

Unsere Zeichen / Datum  
Our Reference / Date

WP4/T  
03.01.2007

Telefon / Telefax  
Telephone / Telefax

040/5070-  
2016 -63505

USA

## Disassembly Letter

To whom it may concern:


Lufthansa Technik certifies that engine serial number: 695353 was dismantled using approved tooling methods and practices. This engine was disassembled in June 2006 under the following referenced information:

Parts removed were identified and tagged "Unserviceable Condition". This engine was disassembled, all materials identified and packaged for returned to GA Telesis, LLC.

Engine Type: CF6-80C2  
Engine Serial Number: 695353  
Last Operator: Eagle Aviation  
GA Telesis work order number: 9293  
Engine Total Time: 41483  
Engine Total Cycles: 10368

Lufthansa Technik

Name: René Lindner, HAM WP4/T  
Manager TearDown

Signed: 

Date: 03.01.2007