

18. February 2011

ISTANBUL

**CONFORMITY & NON INCIDENT, NON ACCIDENT STATEMENT**

**ENGINE MODEL** : GE CF6-80C2A8  
**SERIAL NUMBER** : 695419  
**TSN** : 48671  
**CSN** : 9476  
**INSTALLED DATE TO TC-LER** : 28-10-2008  
**REMOVAL DATE FROM TC-LER**: 10-12-2010

Herewith we certify that the above named Engine was operated in accordance with the engine manufacturer's rules and recommendations. All Airworthiness Directives and/or Life Limited Part Replacements were performed in due time. It also has not been involved in an incident or accident, major failure, extreme environmental conditions, fire or military use during the above given period.

Best Regards,

Hasan KESER  
Quality Director for

**EXECUTION VERSION**

**PARTS CONSIGNMENT AND ENGINE LEASE MANAGEMENT  
AGREEMENT**

BY AND BETWEEN

**SASOF TR-02, LLC**

**("OWNER")**

AND

**GA TELESIS, LLC**

**("CONSIGNEE")**

## **PARTS CONSIGNMENT AND ENGINE MANAGEMENT AGREEMENT**

**THIS PARTS CONSIGNMENT AND ENGINE MANAGEMENT AGREEMENT** (this "**Agreement**") is made as of the 1<sup>st</sup> day of October, 2010 (the "**Effective Date**"), by and between **SASOF TR-02, LLC**, having its principal place of business at 848 Brickell Ave, Suite 500, Miami, Florida 33131 (hereinafter referred to as "**OWNER**"), and **GA TELESIS, LLC**, having its principal place of business at 5400 NW 35th Avenue, Ft. Lauderdale, Florida 33309 (hereinafter referred to as "**CONSIGNEE**"). **OWNER** and **CONSIGNEE** are collectively the "**Parties**" and each is individually a "**Party**" to this Agreement.

### **PREAMBLE**

#### **WHEREAS:**

- (a) **OWNER** is (or will be) the owner of certain Aircraft, Engines and Parts specified on one or more Schedules substantially in the form of Attachment A hereto (each such schedule, a "**Schedule**" and together the "**Schedules**") and desires to offer the Aircraft, Engines and Parts for sale and dismantling for parts for further marketing and selling; and
- (b) **CONSIGNEE** is in the business of marketing aircraft, aircraft engines, selling and repairing aircraft parts and components;
- (c) **OWNER** is desirous of appointing **CONSIGNEE** as the exclusive **CONSIGNEE** to arrange for the disassembly and sale of the Equipment as defined below;
- (d) **OWNER** is also desirous of appointing **CONSIGNEE** as a non-exclusive lease manager to arrange for lease of the Engines on certain conditions; and
- (e) **CONSIGNEE** has represented to **OWNER** that it has the staff, facilities and financial security to carry out its proposed obligations as set out below.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, **OWNER** and **CONSIGNEE** hereto hereby agree as follows:

#### **1. DEFINITIONS**

Any law, regulation or act defined in this Agreement shall include each amendment, modification and supplement thereto.

"**Additional Insureds**" has the meaning set forth in Section 7.1.


"**Agreed Value**" means that value for the Equipment as determined by **OWNER** for insurance purposes, as described on the applicable Schedule.

"**Agreement**" means this Agreement and any exhibits and/or amendments attached hereto.

IN WITNESS WHEREOF, the Parties hereto by their duly authorized officers have executed this Agreement as of the day and year first above written.

SASOF TR-02, LLC

GA TELESIS, LLC

By:   
Name: \_\_\_\_\_  
Title: **Robert G. Korn**  
**Manager**


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**IN WITNESS WHEREOF**, the Parties hereto by their duly authorized officers have executed this Agreement as of the day and year first above written.

SASOF TR-02, LLC

By: \_\_\_\_\_  
Name:  
Title:

GA TELESIS, LLC

By:   
Name: **Andrew Toutt**  
Title: **Executive Vice President**

SASOF TR-02, LLC – GAT Equipment Schedule No. 4

Dated as of March 18, 2011 Time: 4:00 p.m. EST

This is to confirm that, at the date and time set forth above, SASOF TR-02, LLC (“**Owner**”) has delivered, and GA TELESIS, LLC (“**Consignee**”) has accepted, possession and control of the following:


One General Electric CF6-80C2A5 engine bearing manufacturer’s serial number 695419, in accordance with the terms of the Consignment Agreement between Consignee and Owner dated as of October 1, 2010 (the “**Agreement**”).

Owner and Consignee acknowledge that the Agreed Value for purposes of the Agreement for the engines described above shall be [REDACTED]

Owner  
SASOF TR-02, LLC

Consignee  
GA TELESIS, LLC

By: 

By: 

Title: President

Title: Jack Portlock  
Senior Vice President  
Chief Financial Officer

EXHIBIT A-2

Warranty Bill of Sale

For and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ULS AIRLINES CARGO ("Seller") owner of the full legal and beneficial title of the item described below:

One (1) General Electric, model CF6-80C2A5 aircraft turbofan engine, bearing Manufacturer's Serial Number 695419, together with all parts and attachments and all engine records related thereto (herein, the "Engine")

does hereby sell, grant, transfer and deliver all its full legal and beneficial title and interest in and to said Engine unto SASOF TR-02, LLC ("Buyer"), its successors and assigns.

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

Seller hereby warrants that Seller is the lawful owner of, and has good title to, the Engine, free and clear of any mortgages, pledges, liens, charges and encumbrances; and that this Warranty Bill of Sale is made and delivered pursuant to the provisions of the Aircraft Engine Exchange Agreement between Seller and Buyer dated as of November 24<sup>th</sup>, 2010 (the "Agreement") and that Seller will warrant and defend the sale of, and good title to, the Engine unto the Buyer, its successors and assigns, against all and every person or persons whomsoever, and hereby agrees to indemnify the Buyer against, and to hold the buyer harmless from any and all liabilities, claims, suits, action, demands, debts, obligations, taxes, liens, encumbrances, security interests, damages, penalties, costs and other expenses, including, but without limitation, reasonable fees and disbursements of counsel, of every nature arising out of or in connection with any defect in Seller's title or any breach of the warranty contained in this Bill of Sale.

IN WITNESS WHEREOF, we have set our hand and seal this 10<sup>th</sup> day of January, 2010. 2011

ULS HAVAYOLLARI KARGO TASIMACILIK A.S.

By:

Name: M. Hakan B. ANIRMANCI  
Title: Managing Director